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CITY OF DUPONT

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

PLANNING DIVISION
REPORT AND RECOMMENDATION TO THE DIRECTOR
DuPont File No. PLNG2018-028

Project: Hoffman Hill Tract O Zero Lot Line Subdivision

Type of Review: Type II Site Plan Review

File Number: PLNG2018-028

Date of Report: June 28, 2018

From: Lisa Klein, AHBL (Planning Consultant to the City)

SUMMARY OF REQUEST: City approval is required for Site Plan Review (Type II Approval).

PROJECT DESCRIPTION: The proposal is for a 28-lot subdivision, consisting of 14 zero lot line duplex units with access from a private access tract. One open space and access/utility tract is also proposed.

LOCATION: North of the Hoffman Hill Blvd, Swan Loop, and Hiton Circle intersection, DuPont, WA. Tax parcel 3001171293, in Section 33, Township 19, Range 01.

APPLICANT: Brian Nguyen
Lennar Northwest
33455 6th Avenue South Unit 1-B, Federal Way, WA 98003

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
Fax: (253) 964-1455
jwilson@dupontwa.gov

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Site Plan Review application (PLNG2018-028) subject to the conditions listed in Section D.

A. FINDINGS OF FACT

1. The preliminary plat application was determined complete for processing on March 11, 2015 (SUB 15-01). A Modified MDNS was issued on July 24, 2017 with 19 mitigation measures (SEPA 15-01). Preliminary Plat approval was issued with conditions on September 1, 2017. A Correction to Findings of Fact, Conclusions of Law and Final Decision was issued on September 19, 2017.

2. The application for Type II Site Plan Review was determined complete for processing on June 12, 2018. SEPA Environmental Review was previously completed for the project, therefore issuance of a Notice of Application and Notice of Decision is not required, per DMC 25.175.010(b).

3. This Staff Report provides an analysis of consistency with DMC Chapters 25.75 through 25.95 and 25.105 through 25.125 pursuant to Chapter 25.150 "Site Plans" and Administration of Development Regulations (DMC 25.175.040).

4. Per DMC 25.20.050(7), Type I Design Review approval is also required prior to issuance of site development permits to determine consistency with DMC 25.65. The application has not yet been submitted to the City.

5. The subject property is 156,721 square feet (3.6 acres) and located in the Residential-12 (R-12) zoning district. This is a vacant property that was previously cleared and is devoid of shrubs and trees. The property is located at the north of the corner of Hoffman Hill Boulevard, Hiton Circle, and Swan Loop.

6. Based on the applicant's narrative, the proposal is to construct 28, 2-story zero lot line duplex townhouse units consisting of fourteen buildings. The front entry for all 28 units is on Hoffman Hill Blvd. with garages in the rear off the private alley (Tract A).

7. The lots range from 2,975 square feet to 4,760 square feet. Lot widths range from 27.85 feet to 37.16 feet.

8. The proposal includes rockeries/retaining walls up to 4.9 feet in height between Lot 2 and Lot 3; Lot 4 and Lot 5; Lot 6 and Lot 7; Lot 8 and Lot 9; Lot 10 and Lot 11; Lot 12 and Lot 13; Lot 14 and Lot 15; Lot 16 and Lot 17; Lot 18 and Lot 19; Lot 24 and Lot 25; and Lot 26 and Lot 27. The existing rockery wall on Tract B will remain.

9. City code does not provide a definition of how the front lot lines (which subsequently determines rear and side lot lines) are determined. In the absence of clear code interpretation, the Staff Report for the Preliminary Plat issued on August 4, 2017 states: "Staff finds it logical and reasonable to assume that the front entry and porch of the home are indicative of the front of the home and, therefore face toward the front lot line." This staff assumption was not disputed at the public hearing or in the Final Decision on the Preliminary Plat. Therefore, the front lot line for Lots 1-28 is the line that is shared with Hoffman Hill Blvd. The rear lot line is therefore the line directly opposite the front and the side lot lines per the definitions in the DMC.

10. Access will be provided via a 20-foot wide private alley designated as Tract A, with both access points from Swan Loop. The private alley will be constructed as part of the development.

11. Tract B is a utilities and open space tract, located at the northern plat boundary.

12. Adjacent uses include:

    a. North: Residential Development

b. East: Vacant

c. South: Residential Development

d. West: Residential Development and a Park

B. ANALYSIS AND CONCLUSIONS OF CONSISTENCY WITH DEVELOPMENT REGULATIONS

Pursuant to the requirements for Site Plan Review (DMC Chapter 25.150), the proposal has been reviewed to ensure that the project is carried out in a manner consistent with the development regulations and criteria specified in the R-12 district in addition to any general development requirements in DMC Chapters 25.75 through 25.95 and 25.105 through 254.125. The following sections present staff analyses for consistency review.

1. PLANNING DEPARTMENT REVIEW – SITE PLAN REVIEW

a. DMC Chapter 25.20 - Residential Districts

1) DMC 25.20.010(4) states that the purpose of the R-12 district is to implement the multifamily land use called for in the land use tables of the comprehensive plan, where multifamily density averages 12 units per acre. DMC 25.20.020(4) requires that the average multifamily density of the R-12 district shall not exceed 12.5 dwelling units per gross acre.

Staff Analysis and Conclusion: A preliminary plat approval for Hoffman Hill Division 5, Phase 1, Tract O, was issued with conditions on September 1, 2017. The approved preliminary plat established that the use is permitted and that the proposed density of 7.77 units per acre was within an acceptable range per the R-12 Zoning District.

2) DMC 25.20.050(2) requires that maximum building height shall be 45 feet for multifamily (MFR) buildings separated from a single-family residence by another building, a public street, or at least 100 feet of open land. For MFR buildings not separated from a single-family residence by another building, a public street, or at least 100 feet of open land, the maximum height shall be 35 feet.

Staff Analysis and Conclusions: The project is located adjacent to a public street (Hoffman Hill Boulevard), however it is not separated from a single-family residence by another building, and Tract B provides less than 100 feet of open land. Therefore, maximum building height of 35 feet applies. Building elevations and building height will be reviewed at the time of Design Review approval. (See condition 2)

3) DMC 25.20.050(3(a)) requires that the front, side, and rear setback requirements for two-story MFR buildings shall be the same as those for the residential district.

DMC 25.20.040(2) establishes either a 20 feet or 16 feet front yard setback to the principal structure provided that the principal building on the adjacent lot is setback in excess of two feet to effect a variety of setbacks within the block. The City Hearing Examiner provided clarity on the application of these setbacks in his Findings of Fact, Conclusions of Law and Final Decision for Hoffman Hill Division 5 Phase 1, Tract I Preliminary Plat (SUB 14-02) dated August 31, 2017.

Staff Analysis and Conclusion: The front lot line for Lots 1-28 is the lot line shared with Hoffman Hill Blvd. The setbacks are shown on Sheet 3 as both 16 feet and 20 feet consistent with the hearing examiner's interpretation; however there is a notation on the sheet that the front setback is to the garage. The sheet also provides a note that the garages are accessed from the alley (Tract A). Staff assumes the notation referencing a garage

setback from the front lot line is an error that should be corrected and confirmed for compliance at the time of Design Review. (See conditions 2 and 3)

4) DMC 25.20.040(3) establishes a 15-foot rear yard setback, with exceptions for projections describe in DMC 25.20.040.

   Staff Analysis and Conclusions: Lots 1 – 28 depict a 15-foot rear yard setback. It is unclear if there are any planned or proposed projections into the 15-foot rear yard setback. Projections will be reviewed at the time of Design Review. (See conditions 2 and 3)

5) DMC 25.20.040(4)(a) establishes a 10-foot side yard setback for corner lots.

   Staff Analysis and Conclusions: There are two corner lots, Lots 1 and 28. The civil plans do not note the corner lot side yard setbacks; however, the building footprint appears compliant. The 10-foot corner lot side yard setbacks should be noted on the Design Review application plans, building permit plans and final plat maps and be consistent with DMC 25.20.040(4)(a). (See conditions 2 and 3)

6) DMC 25.20.040(4)(d) establishes that bay windows, chimneys and similar appurtenances may extend two feet into the required side yard provided the appurtenance does not constitute more than 20 percent of the wall façade to which it is attached. However, no appurtenance may be directly opposite of an appurtenance on an adjacent lot.

   Staff Analysis and Conclusions: Building plans and elevations were not provided. Building footprints are shown on the plans and appear to show projections in the side yard setback that may not meet the code limitations. Sheet 3 of the civil plans includes a note that "proposed building shown for reference only." Building projections into the side yard setbacks will be reviewed for compliance with DMC 25.20.040(4)(d) at the time of Design Review. (See conditions 2 and 3)

7) DMC 25.20.040(4)(g) establishes side yard setback for zero lot line development. In the Decision on the adjacent Hoffman Hill Tract I Preliminary Plat, the City's hearing examiner determined that the side yard setbacks for townhomes in DMC 25.20.050(4) supersedes those provided for zero lot line development in DMC 25.20.040(4)(g). It concludes that the setback provisions apply to the townhome building as a whole as opposed to their individual units. The setback is therefore five feet on either side of the townhome buildings.

   Staff Analysis and Conclusion: Side yard setbacks are not shown on the plans. Building footprints are provided "for reference only." It appears as though the side yard setbacks meet or exceed the 5-foot requirement; however this will need to be verified at the time of Design Review. (See conditions 2 and 3)

8) DMC 25.20.040(6) provides standards on walls, fences, and setbacks. Per DMC 25.10.190: DuPont defines structures as anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground, but not including fences and walls less than six feet in height. Therefore, walls six feet or greater in height are a structure and required to meet the building setbacks.

   Staff Analysis and Conclusion: The applicant proposes several walls on the proposed lot lines of varying heights. According to Sheet 4 Grading and Retaining Wall Plan dated May 9, 2018, there is no proposed retaining wall greater than 6 feet. The proposal is compliant with DMC 25.20.040(6)

9) DMC 25.20.050(5) states that the provisions for lot coverage shall be the same for MFR as per DMC 25.20.040(5) and (6).

   DMC 25.20.040(5)(a) requires that the maximum lot coverage in the Hoffman Hill Village for lot widths less than 45 feet be 45%. DMC 25.20.040(5)(d) states "townhouse

development of up to six attached units on platted lots, where so designated in a subdivision approval, the lot coverage on the fee title lot may be 100 percent; provided, that the unit is setback from the exterior boundaries of the parent lot, street and alley rights-of-way, tracts, and private and public open spaces the distances required in DMC 25.20.040 for all yards."

Staff Analysis and Conclusion: The two lot coverage requirements are in conflict. The proposal is for a townhouse development of "up to six attached units on platted lots"; however staff expects that the statement "the lot coverage on the fee title lot" is referencing a condominium type townhouse development or another scenario different from the Hoffman Hill proposal, as the 100 percent lot coverage can never be met when the setback and 30 percent landscaping requirements are applied. Sheet 3/Horizontal Control Plan dated Dec. 12, 2017 provides a Lot Table that demonstrates the coverage per lot will be less than 45 percent and meet the requirements of DMC 25.20.040(5)(a) (see G.1.p). The applicant's zoning compliance narrative (see G.1.c) states that lot coverage has not been calculated because individual lot coverage for the townhomes can be up to 100 percent. The application indicates all intention to meet the zoning setback requirements. Staff finds that the application is compliant with either or both lot coverage requirements.

10) DMC 25.20.050(5) requires a maximum fence height of six feet in height and that no fence be located in the front setback area.

Staff Analysis and Conclusions: The proposal does not include constructing fences over 6 feet in height or any fence located in the front yard setback. This proposal is compliant with DMC 25.20.040(6).

11) DMC 25.20.050(7) requires Site Plan approval for all multifamily development projects. Multifamily development projects and expansions less than 80 units shall be processed with a Type II procedure.

Staff Analysis and Conclusions: This Type II application satisfies the requirements for Site Plan approval.

12) DMC 25.20.050(7) requires a Type I Design Review process be completed for all multifamily projects.

Staff Analysis and Conclusions: The Design Review process is required to be completed for this multifamily project. The process may result in changes to the site plan that could also require processing a Site Plan Amendment, per DMC 25.150. Condition #4 of the Preliminary Plat Decision (See G.2.c) requires Design Review be completed prior to issuance of site development permits. (See conditions 1 and 2)

b. DMC Chapter 25.75 - Commute Trip Reduction

Commute Trip Reduction (CTR) is applicable to new businesses that employ more than 100 persons and is not applicable to a residential project.

Staff Analysis and Conclusions: The proposal is a residential project. Chapter 25.75 does not apply to this project due to being a residential project.

c. DMC Chapter 25.80 - Cultural, Historical and Archaeological Resources

Chapter 25.80 Cultural, Historical and Archaeological Resources regulates construction within areas of potential historical or cultural resources and allows for conditions to be imposed on any plat, site plan or permit to assure that such resources are protected, preserved, or collected.

Staff Analysis and Conclusion: The July 24, 2017 Modified SEPA MDNS (see G.2.a) includes mitigation measures for the protection of cultural, historical and archaeological resources. The applicant submitted a Cultural Resources Survey and Inadvertent Discovery Plan per the requirements of Mitigation Measures #8 and #9. The Cultural Resources Survey appears to conclude the onsite monitoring by a professional archaeologist (as required by Mitigation

Measure #14a) is not necessary, however it is not entirely clear and there is no concurrence provided from Washington State Dept. of Archaeology and Historic Preservation (DAHP). The Inadvertent Discovery Plan should include the requirements listed in SEPA Mitigation Measures #14b – e. (See conditions 4 and 5)

d. DMC Chapter 25.85 - Affordable Housing Incentives Program

Chapter 25.85 provides incentives for affordable housing.

Staff Analysis and Conclusion: Affordable Housing is not a component of the proposal. Chapter 15.85 is not applicable to the proposed project.

e. DMC Chapter 25.90 – Landscaping

1) DMC 25.90.020(2) requires that 30 percent of the site be landscaped for multifamily use.

Staff Analysis and Conclusion: The applicant provided calculations on Sheet L-1 that indicate that 55.9% (87,584 square feet) of the gross site area will be landscaped. The proposal is compliant.

2) DMC 25.90.030(1) requires that street trees be provided at least one per 40 to 50 feet of frontage, depending on the tree species and other circumstances.

Staff Analysis and Conclusion: Street Trees exist along Hoffman Hill Blvd. Six street trees, spaced at 40 feet, will be provided on Swan loop, as shown on the Landscape plan. One new street tree will be placed near Lots 23 and 24 and will match the existing street trees on Hoffman Hill Blvd. The DMC 25.90.030(1) requirement for street trees on Hoffman Hill Blvd. and Swan Loop has been met.

3) Per DMC 25.90.030(2), the interior of parking lots with more than 10 stalls are to be landscaped with at least one tree per six stalls. DMC 25.90.030(3)(a) requires a moderate buffer between parking lots and any adjacent public right-of-way.

Staff Analysis and Conclusion: Interior parking is not a component of the proposal. Chapter 25.90.030(2) is not applicable to the proposed project.

4) DMC 25.90.040 requires water conservative landscaping, irrigation systems and demonstration of compliance with water conservation techniques. The Purpose section of the landscaping chapter specifically requires maintenance and irrigation (DMC 25.90.010(2)(d).

Staff Analysis and Conclusion: Landscaping is provided within the residential lots (which will be maintained by the future homeowner), within the right of way (street trees, which are maintained by the City) and within Tract B, which is limited to hydro seeding impacted areas. Irrigation systems are required and may be installed on a lot by lot basis. An irrigation system should be submitted and approved prior to issuance of site development permits. (See condition 6)

f. DMC Chapter 25.95 - Off-Street Parking

1) DMC 25.95.030 requires a minimum of two parking spaces per single-family and multifamily housing dwelling unit.

Staff Analysis and Conclusions: It appears as though the parking requirement is met, however, building elevations were not provided to confirm. The plans will be reviewed at the time of Design Review for compliance with DMC 25.95.030. (See condition 2)

2) Per DMC 25.95.040, parking spaces are to be located within 500 feet of the building served and shall not be located in required front yards.

Staff Analysis and Conclusions: Parking is located within 500 feet of the building entrances and the parking is not located in the required front yards. This proposal is compliant with DMC 25.95.030

3) DMC 25.95.050 provides the parking and drive aisle dimensional requirements.

Staff Analysis and Conclusions: Parking lots are not a component of the proposal. Chapter 25.95.050 is not applicable to the proposed project.

4) DMC 25.95.070 provides the loading area dimensional requirements.

Staff Analysis and Conclusions: Loading areas are not a component of the proposal. Chapter 25.95.070 is not applicable to the proposed project.

g. DMC Chapter 25.105 - Sensitive Areas

Chapter 25.105 provides standards when a sensitive area or associated buffer is within the proposed development.

Staff Analysis and Conclusion: There are no sensitive areas or associated buffers on the property. Chapter 25.105 is not applicable to the proposed project.

h. DMC Chapter 25.110 – Setback – Street Corners

DMC 25.110.010 requires that on corner lots no building, structure, parking, sign, berm, planting, or other sight-obscuring object, other than traffic signs and utility poles, shall be erected, placed, or allowed to grow between the heights of three feet and eight feet above the street surface within the vision clearance triangle. The vision clearance triangle is that area enclosed on two sides by the intersecting public right-of-way lines and on the third by an imaginary line connecting those points on said right-of-way lines that are 30 feet from their point of intersection.

Staff Analysis and Conclusion: The applicant provided the required sight distance information on Sheets L1 and L2. The provided sight distance is compliant with DMC 25.110. The future homeowners and Homeowner's Association should be prevented from constructing or placing anything within the sight distance triangle in perpetuity. (See condition #7)

i. DMC Chapter 25.115 - Transportation Concurrency Review

DMC 25.115 requires a concurrency test with regards to the transportation impacts of the proposed project.

Staff Analysis and Conclusion: The project is vested to the land use regulations in place at the time of a complete preliminary plat application, which was March 11, 2015. The Transportation Concurrency requirements were adopted by the City in 2017 and do not apply.

j. DMC Chapter 25.116 - Sign Code

DMC 25.116 provides sign standards for all signs.

Staff Analysis and Conclusion: The applicant has not provided sign plans or a sign permit application. A sign permit will be required if signage is proposed (as conditioned in the Preliminary Plat Decision, see condition 1)

k. DMC Chapter 25.120 - Tree Retention

DMC 25.120 requires four trees per acre be retained in single-family, mixed single-family and multifamily areas. With regards to multifamily uses, half of the required four retained trees per acre may be satisfied by installing new trees; further provided, the cumulative diameter at breast height of the new trees equals that of the trees that would otherwise be retained but which are to be removed.

Staff Analysis and Conclusion: The proposed development will require 14 trees (3.6 acres times 4 trees per acre). The Hoffman Hill Green Belt Cruise dated August 2004, which was submitted with the approved preliminary plat (DuPont File No. SUB 15-01), states there are approximately 127 trees per acre throughout the Hoffman Hill Division 5 preliminary plat, excluding all landmark class trees. The applicant proposes 14 trees specifically on Sheets L1 and L2. The proposed project is compliant with DMC 25.120.

l. DMC Chapter 25.125 - Wireless Communication Facilities

DMC 25.116 provides standards for wireless communication facilities.

Staff Analysis and Conclusion: The proposed project does not include a wireless communication facility component. DMC 25.125 is not applicable to the proposed project.

2. **ENGINEERING DEPARTMENT REVIEW**

The City Engineer has reviewed the application and provided an email dated June 21, 2018 stating that they had no comments on the application. The email has been included in the summary of record, item G.3.c.

3. **FIRE DEPARTMENT REVIEW**

The City Fire Department submitted comments regarding review of the application dated May 11, 2018, which have been incorporated included in the summary of record and made conditions of approval, where warranted. See Fire Department Comment Letter in Summary of Record G.3.a.

4. **BUILDING DEPARTMENT REVIEW**

The City Building Department submitted comments regarding review of the application dated June 5, 2018, which have been incorporated included in the summary of record and made conditions of approval, where warranted. See Building Department Comment Letter in Summary of Record G.3.b.

C. CONCLUSIONS

In accordance with the Site Plan Review requirements of DMC 25.150 staff finds that, subject to the recommended conditions below, the proposal is consistent with the development regulations and criteria specified in the R-12 district in addition to any general development requirements in DMC Chapters 25.75 through 25.95 and 25.105 through 254.125.

D. RECOMMENDATION

Based on the findings and conclusions in this report, DuPont staff recommends approval of the Tract O – Hoffman Hills Division 5 DuPont File No. PLNG 2018-028, subject to the following conditions:

1. A Preliminary Plat Approval, subject to conditions, was approved by the Hearing Examiner on September 1, 2017. The city issued a SEPA Mitigated Determination of Non-significance on August 10, 2017. All conditions of approval and mitigation measures are incorporated herein by reference as conditions of approval.

Prior to Issuance of Site Development Permits

2. Building elevations and details were not provided. Building elevations and details shall be submitted and reviewed for compliance with DMC 25.20 and DMC 25.65 and 25.95.030 with a Type 1 Design Review Application. The Design Review process may result in changes or conditions that affect the Site Plan, which may require a Site Plan Amendment per DMC 25.150.050.

3. Setbacks were not provided on the civil plans and footprints of structures are noted as "for reference only." The setbacks shall be noted and depicted on the plans submitted for Design Review as follows:

   a. Lots 1 and 28 shall provide a 10-foot side yard setback for the corner lot line shared with Swan Loop, per DMC 25.20.040(4)(a).

   b. Front yard setbacks shall be 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).

   c. Side yard setbacks shall be five feet per DMC 25.20.050(4).

   d. Projections of appurtenances into the side yard setbacks are allowed subject to limitations provided in DMC 25.20.040(4)(d).

   e. Rear Yard Setbacks are 15 feet per DMC 25.20.040(3).

4. If it is the applicant's intent to not monitor the site during ground disturbance activities by a professional archaeologist (in accordance with the requirements of SEPA Mitigation Measure #14a), a letter shall be provided to the City from DAHP indicating their concurrence.

5. The Inadvertent Discovery Plan shall be revised to include the requirements for Nisqually Tribe notification listed in SEPA Mitigation Measures #14b – e.

6. Per DMC 25.90.010(2)(d), an irrigation system for each lot shall be submitted and approved prior to issuance of site development permits.

7. The Covenants, Conditions and Restrictions shall include a provision that no object or plantings taller than 3 feet in height shall be placed within the sight distance triangle.

Prior to Issuance of Building Permits

8. The proposed building construction shall comply with the applicable codes in effect at the time of their submittal. The City currently enforces the following code requirements: 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.

9. Prior to issuance of a building permit for each structure, the applicant shall provide a copy of Pierce County Sewer Service Permit(s) for the structures for city record. (Please note that Pierce County Sewer Utility requires a pre-treatment review and approval be completed prior to their issuance of sewer main extension for the project.)

10. The project must receive all land use and civil construction approvals prior to issuance of building permit for any of the proposed structures. All conditions or requirements associated with such approvals shall be complied with throughout building construction and must be completed prior to issuance of a certificate of occupancy.

11. Fire Suppression (NFPA 13D) and Fire Alarm permits for the structures must be obtained from the DuPont Fire Department prior to initiating any such work. All alarms systems proposed to be installed must obtain an alarm registration permit with the city; forms may be obtained at city hall.

12. Separate Building, Plumbing, and Mechanical Permit applications shall be required for each structure associated with the project. Plans showing the details for construction for each shall be submitted to the city for review and approval prior to permit issuance. (Note: Electrical permits must be obtained through WA. St. L&I.; sewer service and permitting through Pierce County Utilities.)

13. Associated Stormwater System Development Charges for each lot must be paid in conformance with DuPont Municipal Code Chapter 22.04.

14. Preliminary building addresses have been assigned to the proposed lots within the development. Such addressing will be reviewed as the project planning progresses to ensure that the address scheme and structure layout for the project are in concurrence. The applicant shall be required to verify each unit's address assignment with the City.

15. Associated fire impact fees must be paid in conformance with DuPont Municipal Code Chapter 26.05.

Prior to Issuance of Certificate of Occupancy

16. The project must comply with the requirements for GIS as-built drawings contained in DMC Chapter 24.10. As-built drawings and submittals shall be submitted and approved.

17. Fire Lane signs shall be required on both sides of the alley.

E. DECISION

Based on the Findings of Fact and Conclusions provided above, I hereby approved the application for Site Plan Review subject to the Recommendations cited in section "D" above.

Jeffrey S. Wilson — 6/28/2018

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

Date

F. APPEALS

Consistent with DMC 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 5:00 pm on July 12, 2018). The instructions for filing an appeal are found in DMC 25.175.060(4). Appeals shall be in writing, be accompanied by the required appeal fee ($1,500), and contain the information detailed in DMC 25.175.060(4)(d).

G. ATTACHMENTS (SUMMARY OF RECORD)

The following attachments to the Staff Report constitute the administrative record for the application:

1. Land Use Application Plans and Documents:
   a. Cover Letter from Barghausen Consulting Engineers, dated May 11, 2018
   b. Land Use Application Form dated December 6, 2017
   c. Site Plan Review and Zoning Compliance Narrative prepared by Barghausen Consulting Engineers, dated May 9, 2018
   d. Legal Description
   e. Water Availability Form dated March 27, 2015
   f. Request to Pierce County for Sewer Service Availability Planning and Public Works ELobby Receipt dated October 18, 2017
   g. ADT memo prepared by Barghausen Consulting Engineers, dated October 10, 2014
   h. Title Report dated May 2, 2018

i. Draft Covenants, Conditions, and Restrictions, Recording No. 9403150847

j. Tract O SEPA MDNS, issued July 14, 2017

k. Tract O Preliminary Plat Hearing Examiners Findings of Fact, Conclusions of Law, and Final Decision, dated issued September 1, 2017

l. Tract I Preliminary Plat Hearing Examiners Findings of Fact, Conclusions of Law, and Final Decision, dated issued August 31, 2017

m. Department of Ecology Voluntary Cleanup Program Decision Letter, dated December 20, 2017

n. Cultural Resources Survey prepared by Aqua Terra Cultural Resources Consultants, dated December 20, 2017

o. Reduced Site Plan Review Set, dated May 9, 2018

p. Original Sized Site Plan Review Set that includes Cover Letter, Existing Conditions Plan, Horizontal Control Plan, Grading and Retaining Wall Plan, Road and Storm Plan, Water Plan, Sewer Plan, Landscape Plans, and Wall Design Plans dated May 8 and 9, 2018

q. Drainage Compliance Memo Tract O prepared by Barghausen Consulting Engineers dated October 26, 2017

r. Authorization to Act as Agent Affidavit authorizing B Nguyen as the agent on the application on behalf of Lennar NW LLC, dated December 6, 2017

2. Historical Documents

a. Modified SEPA MDNS dated July 24, 2017

b. Findings of Fact, Conclusions of Law and Final Decision for Hoffman Hill Division 5 Phase 1, Tract I Preliminary Plat (SUB 14-02) dated August 31, 2017

c. Findings of Fact, Conclusions of Law and Final Decision for Hoffman Hill Division 5 Phase 1, Tract 0 Preliminary Plat (SUB 15-01) dated September 1, 2017 and Correction dated September 7, 2017

3. City Comment Letters

a. City of DuPont Fire Department Memorandum dated May 17, 2018

b. City of DuPont Community Development Department Building Services Division Comment Letter dated June 5, 2018

c. City of DuPont Engineering Department email dated June 21, 2018

H. PARTIES OF RECORD

- Brian Nguyen, Lennar Northwest (Applicant)
- Ivana Halvorson, Barghausen Consulting Engineers, Inc. (Applicant's Representative)
- Haeng M. Chong, 1183 Swan Loop, DuPont, WA 98327, chonghm34@gmail.com
- Eva Barber, Washington Dept. of Ecology, evba461@ECY.WA.GOV
- Jackie Wall, Nisqually Indian Tribe, wall.jackie@nisqually-nsn.gov
- Kathi Weight, Superintendent, Steilacoom Historical School District No. 1, kweight@steilacoom.k12.wa.us
- Brad Harp, Tacoma-Pierce County Health Department Environmental Health Program, bharp@tpchd.org
- Bill Anderson, City of DuPont Building Official
- Mike Turner, City of DuPont Fire Marshal
- Gus Lim, PE, City of DuPont Public Works Director

- Dominic Miller, Gray & Osborne, Inc. (as City Engineer)
- Scott Hein, City of DuPont Public Works Supervisor
- Lisa Klein, AHBL, Inc. (as City Contract Planner)

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cc: File No: PLNG2018-028
Brian Nguyen, Lennar Northwest (Applicant)
Ivana Halvorson, Barghausen Consulting Engineers, Inc. (Applicant's Representative)

May 11, 2018
COURIER DELIVERY

Mr. Jeff Wilson
Community Development Director
City of DuPont
1700 Civic Drive
DuPont, WA 98327

RE: Application for **Type II Site Plan Review**
Hoffman Hills Division 5, **Tract O**
Approved Preliminary Plat No. SUB15-01
Our Job No. 18391

Dear Mr. Wilson:

On behalf of Lennar Northwest, Inc., we are submitting the application for Type II Site Plan Review for the project referenced above. The Type II Site Plan Review was deferred for the preliminary plat because at that time the developer had not been determined. A pre-application meeting was held for this project on May 3, 2017.

As noted on the Land Use Application Form, the following materials are enclosed for review (not in order of the checklist):

1. A completed Land Use Permit Application form

2. Agent Affidavit

3. Site Plan Review and Zoning Compliance Narrative prepared by Barghausen Consulting Engineers, Inc. dated May 9, 2018

4. Two (2) copies of the Legal Description

5. Two (2) copies of the Evidence of Water Availability from the City of DuPont dated March 27, 2015

6. Two (2) copies of Evidence of Sewer Availability from Pierce County dated October 13, 2017

7. Two (2) copies of the ADT Memo prepared by Barghausen Consulting Engineers, Inc. dated October 10, 2014

8. Two (2) copies of the Title Report update dated May 2, 2018

9. Two (2) copies of the Draft Covenants, Conditions, and Restrictions

10. Two (2) copies of the Northwest Landing Covenants, Conditions, and Restrictions, Recording No. 9403150847

11. Two (2) copies of the Tract O SEPA Determination issued July 14, 2017

Attachment 1a - Cover Letter from Barghausen Consulting Engineers, dated May 11, 2018

12. Two (2) copies of the Tract O Preliminary Plat Decision issued September 1, 2017

13. Two (2) copies of the Tract I Preliminary Plat Decision (SUB 14-02) issued August 31, 2017

14. Department of Ecology Voluntary Cleanup Program letter dated December 20, 2017

15. Cultural Resources Survey prepared by Aqua Terra Cultural Resource Consultants, dated December 12, 2017

16. One (1) reduced 8 1/2- x 11-inch copy of the Site Plan Review Set

17. Eight (8) copies of the Site Plan Review Set, including:

    a. Site Plan Review Plan Set prepared by Barghausen Consulting Engineers, Inc. dated May 9, 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)

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

    c. Floor Plans and Building Elevations prepared by Kevin L. Crook Architect Inc. dated December 1, 2017

18. Stormwater Management Report prepared by Barghausen Consulting Engineers, Inc. dated October 26, 2017

19. Public Notice Package, including:

    a. Mailing list for property owners within 300 feet of Tract O

    b. Stamped and addressed envelopes

20. One (1) compact disc containing the entire submittal package in PDF format

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

The materials noted comprise a complete application for Type II Site Plan Review. Please contact me at this office with the notice of complete application and any comments or questions.

Respectfully,

Ivana Halvorsen
Senior Planner

IH/dm
xxxxx
enc: As Noted
cc: Mr. Brian Nguyen, Lennar Northwest, Inc. (w/enc via Box)
Mr. Bryan Schwartz, Barghausen Consulting Engineers, Inc.

RECEIVED
MAY 11 2018
CITY OF DUPONT

City of DuPont Planning Division Land Use Application

1700 Civic Drive
DuPont, WA 98327
www.dupontwa.gov

Phone: (253) 912-5393
Fax: (253) 964-1455

City File Number: PLNG 2018-028

All information listed in this application, or by applicable ordinance, must be submitted in order for a land use application to be determined complete. Only a complete land use application will be processed for conformance with adopted policies and requirements.

General Information:

Project name: *Tract O - Hoffman Hills Division 5*

Applicant name: *Brian Nguyen, Lennar Northwest Inc.*

Address: *33455 - 6th Avenue South Unit 1-B Federal Way WA 98003*

Phone number: *(253) 590-2217* Fax number:

Applicant's representative: *Ivana Halvorsen, Barghausen Consulting Engineers, Inc.*

Address: *18215 - 72nd Avenue South Kent, WA 98032*

Phone number: *(425) 251-6222* Fax number: *(425) 251-8782*

Description of proposal. Be specific.

SITE PLAN REVIEW

Develop site with 28 townhouse units on 28 individual lots with access from a private access tract.

One open space and utility tract is also proposed. Rockeries/retaining walls are required for some lots as shown on the enclosed plans.

Site Information:

Assessor's Parcel Number(s): *300117-129-3*

Area of site in square feet: *156,721 sf*

Area of streets and alleys: *18,323 sf*

Area of storm drainage improvements and conveyance lines: *N/A*

Area of open space and neighborhood green tracts: *47,356 sf*

Area of critical areas and buffers: *N/A*

Area of building floors: *N/A - See architectural plans*

Area of impervious surfaces: *Please see Sheet 7*

Area of landscaping: *Please see Sheet 7*

Building height: *± 30' 2" (max allowed 35 feet)*

Number of dwelling units: *28*

Number of employees: *N/A*

Number of disabled, compact and standard parking stalls: *N/A*

Description and area of all proposed tracts: *Tract A - Access/Utilities Tract B - Open Space/Utilities*

Attachment 1b - Land Use Application Form dated December 6, 2017

Required Plans, Information and Fee:

(Quantity and minimum scale of each item or drawing is indicated in parenthesis. Plans shall be no larger than 24 by 36 inch sheet size)

1. [✓] Vicinity Map (include as part of site plan).
2. [✓] Site Plan drawn at 1 inch = 20 feet extending 100 feet beyond the property lines (eight copies).
3. [✓] Landscape Plans identifying: location, size and species of all landmark, historic and specimen trees; trees to be retained, specific tree protection measures drawn at 1 inch = 20 feet (seven copies).
4. [✓] Grading Plan with estimated dimensions and quantities of work involved drawn at 1 inch = 20 feet horizontal with 2' contour intervals (seven copies).
5. [✓] Storm Drainage and Utility Plan drawn at 1 inch = 20 feet (seven copies).
6. [✓] Preliminary Stormwater Management Report and calculations (three copies).
7. [✓] Roadway cross sections, (seven copies of single line drawing with dimensions).
8. [✓] One each 8 by 11 inch reduction of all drawings.
9. [✓] Average daily trips generated by the proposal based on the International Transportation Engineers Trip Generation Manual (two copies).
10. [✓] Building Elevations drawn at ¼ inch = 1 foot or larger. Identify building materials and colors (eight copies).
11. [✓] Title report of subject lot that is less than 30 days old to identify all encumbrances (two copies).
12. [✓] Draft of proposed covenants, conditions and restrictions related to the maintenance of open space or commonly owned improvements, if applicable (two copies).
13. [✓] Letter of Sewer Availability from Pierce County (two copies).
14. [✓] Letter of Water Availability from City of DuPont (two copies).
15. [N/A] One site drawing showing the refuse enclosure(s) that is approved via signature and date by LeMay, Inc. Contact person is Charlie Maxwell, Public Relations Director, 253-537-8687.
16. [N/A] Completed Environmental Checklist (two copies). *See SEPA 14-01 & SUB 14-01*
17. [✓] Completed Land Use Application (one copy).
18. [✓] Completed Agent Affidavit (one copy).
19. [✓] Filing fee(s). *($1,500 + consultant fees)*

Note:

Fill out and return this application with all material listed in the Required Plans, Information and Fee section. Submittal of all required plans, information and fees constitutes a complete application. You will be contacted by the City within 28 days of formal application submittal regarding whether the application is complete. Site work may not start until all necessary permits have been obtained. Paper or electronic drawings of the proposal may be requested for presentation purposes.

Brian Nguyen	5/11/18	*Brian Nguyen, Lennar Northwest, Inc.*
(Applicant Signature)	(Date)	(Print name)

SITE PLAN REVIEW

HOFFMAN HILLS DIVISION 5
TRACT O

ZONING COMPLIANCE NARRATIVE, RESPONSE TO HEARING EXAMINER CONDITIONS, AND RESPONSE TO SEPA CONDITIONS

Prepared by
Barghausen Consulting Engineers, Inc.
May 9, 2018

PROJECT INFORMATION

SITE AREA 156,721 square feet (3.60 acres)

ZONING REQUIREMENTS

1. *DENSITY R-12 DISTRICT*

   Maximum: 12.5 du/acre average

   Proposed: 8.5 du/acre

2. *SETBACKS*

   As noted in the Hearing Examiner's Decision for Tracts I and O (SUB 14-02 and SUB 15-01), the setback from the units are based on townhouse standards which apply front, side, and rear setbacks are measured from the overall structure and not individual units (DMC 25.20.050(4)).

   a. *Front yard (DMC 25.20.040(2)(f)): 16 – 20 feet with minimum stagger of 2 feet.*

      Proposed: The townhomes fronting Hoffman Hill Boulevard all comply with the setbacks as shown on the Horizontal Control Plan.

   b. *Front-facing garage: 35 feet (unless house setback 16 feet, then garage setback is 31 feet (15 feet setback from house front)) unless treated to minimize appearance, then 5 feet from face of house. See a. above for front (house) setback.*

      Proposed: This is not applicable for Tract O.

   c. *Side yard (DMC 25.20.040(4)(h)): 5 feet to internal lot lines, 10 feet between buildings, 10 feet at perimeter (parent lot)*

      Proposed: All of the townhomes comply with the 5-foot setbacks and 10-foot spacing between buildings as noted in the Hearing Examiner decisions for Tracts I (SUB 14-02) and O (SUB15-01).

   d. *Rear yard (DMC 25.20.040(3)(f)): 15 feet*

      Proposed: All of the townhomes comply with the minimum 15-foot rear yard setback.

Attachment 1c -Site Plan Review and Zoning Compliance Narrative-dated May 9, 2018

3. *BUILDING HEIGHT*

   Maximum allowed: 35/45 feet (DMC 25.20.050(2))

   Proposed: All of the townhomes comply with the maximum building heights, with proposed maximum height of 30 feet 2 inches – see Elevations Plan.

4. *LOT COVERAGE (FOR LOTS LESS THAN 45 FEET WIDE)*

   Maximum allowed: 45 percent per lot, except per DMC 25.20.040(5)(d): "For townhouse development of up to six attached units on platted lots, where so designated in a subdivision approval, the lot coverage on the fee title lot may be 100 percent; provided, that the unit is set back from the exterior boundaries of the parent lot, street and alley rights-of-way, tracts, and private and public open spaces the distances required in DMC 25.20.040 for all yards."

   Proposed: Lot coverage has not been calculated because individual lot coverage for the townhomes can be up to 100 percent. The project complies with DMC 25.20.040(5)(d).

5. *FENCES*

   (a) No fence shall exceed six feet in height, except that the city may, in the conditional use permit process, allow fences up to eight feet tall around utility and government facilities.

   (b) No fence shall be allowed in the front setback area.

   Response: Fences are not proposed over 6 feet in height and none are proposed in front yards.

6. *IMPERVIOUS SURFACES*

   Maximum: 70 percent of gross site area (156,721 x 0.70 = 109,705 sf)

   Proposed: The proposed impervious surface area is approximately 46 percent, and considerably less than 70 percent maximum coverage – see Note 15 on the Horizontal Control Plan (Sheet 3 of 11) and the Impervious Surfaces Table (Sheet 5 of 11).

7. *LANDSCAPING*

   Required: 30 percent of gross site area (156,721 x 0.30 = 47,016 sf)

   Proposed: The overall landscaping area for the site is approximately 54 percent, exceeding the required 30 percent – see Note 15 on the Horizontal Control Plan, and Note #2 on the Landscape Plan.

8. *STREET TREES*

   Proposed: Street trees exist along Hoffman Hill Boulevard. As shown on the enclosed Landscape Plan, street trees will be planted along Swan Loop at the north and south ends of the project and a street tree will be planted near Lots 23/24, per comment 3.g. of the Civil Comment letter dated May 3, 2018.

9. *PARKING*

   Required: Two stalls per unit

   Provided: Each unit will provide at least two off street parking stalls.

10. *TREE DENSITY*

Required: 4 trees per acre

Provided: The tree density requirement has been satisfied. The Hoffman Hill Green Belt Cruise dated August 2004 submitted with the underlying plat of Hoffman Hill Division 5, states that there are approximately 127 trees per acre throughout the Hoffman Hill Division 5 preliminary plat, excluding all landmark class trees. Accordingly, the trees-per-acre requirement is met.

APPLICANT'S RESPONSES TO
HEARING EXAMINER'S DECISION

Decision Dated September 1, 2017
Our Job No. 18391

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.*

   Response: SEPA Conditions will be satisfied as required.

2. *A sign permit is required if a neighborhood identification sign is proposed.*

   Response: A sign permit will be obtained if a neighborhood identification sign is proposed.

3. *The project will demonstrate compliance with geotechnical recommendations.*

   Response: The applicant will ensure that the geotechnical recommendations will be followed by the contractor during construction. Notes are provided on the plans regarding the geotechnical report; see Sheet 1 Soils Report Notes.

<u>Prior to Application of Any Site Development Permits</u>

4. *Site Plan Review and Type II Design Review and approval is required pursuant to DMC 25.65.010(2).*

   Response: The required permits will be obtained.

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).*

   Response: Setbacks from street-side lot lines are shown on the horizontal control plan to be consistent with the required 10-foot setback.

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.*

   Response: Landscape plans (irrigation is not proposed) are enclosed with the civil drawings.

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.*

Response: The applicant's engineer will coordinate with the Fire Department for hydrant plan approval and fire flow requirements.

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).*

   Response: The applicant's engineer has provided an updated drainage compliance memo for the civil plan review demonstrating that the existing facilities are sized to accommodate the project.

9. *Curb ramps on adjacent streets are required to be upgraded to current ADA Standards.*

   Response: Both curb ramps on Hoffman Hill Boulevard/Swan Loop are shown to be replaced as shown on Sheets 7 and 13.

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.*

    Response: The future homes will be constructed to be consistent with the current international and/or uniform building codes, as applicable.

11. *The project must receive all land use and civil construction approvals prior to issuance of building permits.*

    Response: The applicant will obtain required 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.*

    Response: Pierce County Sewer Service permits will be obtained and provided prior to building permit issuance.

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.)*

    Response: Please see details on Sheet 7.

14. *Access to existing utility easements is to be maintained or provided with the building design.*

    Response: The site plan does not restrict access to existing easements.

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.*

    Response: The applicant's engineer will provide the City with electronic CAD files and as-builts as required when construction is complete.

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.*

    Response: Fire sprinklers will be designed into the homes as required.

Decision issued September 1, 2017.

SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Jeffrey R. Wilson, AICP
Planning Director, City of DuPont
Dated July 24, 2017

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.*

    Response: The applicant will ensure that the geotechnical recommendations will be followed by the contractor during construction. Notes are provided on the plans regarding the geotechnical report (see Sheet 1 Soils Report Notes).

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.*

    Response: The required permits will be obtained.

3. *The projects is required to meet the current adopted manual (Ecology 2012 with 2014 amendments), per DMC 22.01.090.*

    Response: As noted in the Drainage Compliance Memorandum prepared by Barghausen Consulting Engineers, Inc. dated October 29, 2017, the existing facilities are sized to accommodate the project per applicable regulations.

4. *The source of fill material will be approved by the City in advance of filling the site.*

    Response: The applicant will ensure that the contractor notifies the City of the source of imported fill material (see note on Sheet 4).

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.*

   Response: A Stormwater Pollution Prevention Plan (SWPPP) and Temporary Erosion and Sedimentation Control Plan are included with the civil review submittal package.

6. *The project will be required to obtain a Construction Stormwater General Permit from the Washington State Department of Ecology.*

   Response: The applicant will obtain an NPDES permit prior to construction.

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.*

   Response: A Stormwater Pollution Prevention Plan (SWPPP) and Temporary Erosion and Sedimentation Control Plan are included with the civil review submittal package.

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.*

   Response: Please see the enclosed letter from Department of Ecology dated December 20, 2017.

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.*

   Response: Please see the enclosed letter from Department of Ecology dated December 20, 2017.

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.

Response: Please see the enclosed letter from Department of Ecology, which states that a "No Further Action" determination is not needed for the Property, since the property was never determined to have contamination warranting cleanup and never entered into the Voluntary Cleanup Program (VCP).

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.*

    Response: Please refer to the Cultural Resource Survey prepared by Aqua Terra Cultural Resource Consultants (ATCRC) dated December 12, 2017. The Results and Recommendations section of that report states:

    > **"**ATCRC's cultural resources assessment for the Hoffman Hill Track O included background research, field investigation, and preparation of this report. Background review determined the project area to be located in an area considered high probability based on its proximity to a previously recorded archaeological site. Field investigations consisted of pedestrian survey and subsurface testing; no cultural resources were encountered. As such, ATCRC has determined it unlikely that any cultural materials or features will be impacted during project construction. ATCRC recommends that an Inadvertent Discovery Plan

(IDP) be adopted prior to further ground disturbing activities in the event that archaeological resources or human remains are discovered during further site development. An IDP is attached Appendix B."

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.*

    Response: The applicant will pay all required mitigation fees prior to permit issuance for each building permit.

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.*

    Response: The applicant will pay all required fees prior to permit issuance for each building permit.

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.*

    Response: The applicant will pay all required fees prior to permit issuance for each applicable permit.

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.*

    Response: Please see the enclosed letter from Department of Ecology, which states that a "No Further Action" determination is not needed for the Property, since the property was never determined to have contamination warranting cleanup and never entered into the Voluntary Cleanup Program (VCP).

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.*

    Response: A Temporary Erosion and Sedimentation Control Plan will be approved with the civil plan review.

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.*

    Response: The applicant will pay all required impact fees prior to permit issuance for each building permit.

EXHIBIT "A"

Legal Description

Tract O, Hoffman Hill Division 5 Phase 2 (Village IV), according to the plat thereof, recroded October 9, 2008, under recording number 200810095003, in Pierce County, Washington.

Attachment 1d - Legal Description

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CITY OF DuPONT
1700 Civic Drive • DuPont, WA 98327
Phone: (253) 912-5381 • Fax: (253) 964-1455
www.ci.dupont.wa.us

Water Availability Form

Part A
To Be Completed By Applicant

Project Address Not assiged Application Number SUB14-02 / SEPA 14-03

Subdivision/Project Name Tract O of Hoffman Hills Village IV, Division 5 Parcel Please see attached list

Proposed Water Usage 8,400 gpd (300 gpd/lot) ☐ Commercial ☒ Residential # of Units 28

Customer Type (circle one) Rural Residential **Residential** Multi-family Commercial Industrial

I, the undersigned, or my appointed representative have requested the following purveyor to certify willingness and ability to provide the indicated service. I have read and understand the information provided by the water purveyor on this Certificate, and acknowledge that the proposed project may require improvements to the water system which would incur my financial obligation. Prior to final approval for water service, operational responsibility, and financial obligation may be required.

Printed Name Ted McCaugherty Signature Ted McCaugherty

Address 1420 - 5th Avenue #2200 City Seattle State WA Zip 98101

Part B
To Be Completed by Water Purveyor

Water system to provide service: City of DuPont State ID#: 20500P

The proposed development (is) is not within our approved service area (circle one).

This water utility (will) will not be providing service (circle one).

Approved number of connections UNS PECIFIED Existing Source Capacity 5,100 GPM

Number of current/existing users 3,125 Existing Storage 4,000,000 GALLONS

Water service will be provided by:

_____ Direct connection to approved, existing water main

X Extension of existing water main(s)

_____ New water system in accordance with WAC 246-290

Water Purveyor Signature SCOTT HEIN Printed Name 3-27-15 Date

*****NOTE: Completion of page 2 and water purveyor signature are required*****

Attachment 1e - Water Availability Form dated March 27, 2015

Planning and Public Works
2401 South 35th Street, Suite 2
Tacoma, Washington 98409
www.piercecountywa.org/pals

Information: (253) 798-3739

Application No: **873103**
Drop Off Date: 10/13/2017
Approved Date:

This applicant is requesting to apply for: Hoffman Hills Division 5, Tract O:
Sewer main extension to serve 28 duplex units. Connection to existing main stub from Swan Loop. Proposed main will be located in public sewer easement.

Site Address: 3300 to 3398 Hoffman Hill Blvd
Proj. Appl Name: Hoffman Hills Division 5, Tract O SWLE

RTSQQ: 01193341
Parcel No(s): 3001171253

Property Owner: NOJACK4 LLC
911 N 145TH ST STE 203
SEATTLE WA 98133
Phone No: --

Applicant: Barghausen Engineers - Margi Fosdick
18215 72ND AV S
KENT WA 98032
Phone No: 425-251-6222

Attachment 1f - Request to Pierce County for Sewer Service Availability Planning and Public Works ELobby Receipt dated October 18, 2017

Planning and Public Works
2401 South 35th Street, Suite 2
Tacoma, Washington 98409
www.piercecountywa.org/pals

Information: (253) 798-3739

Application No: **873103**
Drop Off Date: 10/13/2017
Approved Date:

The information you have supplied supporting your request for a permit is scheduled for review within two business days. You will be notified if the information is complete and that an application has been created.

If the information is not complete the information will be returned. In addition we will provide a “Submittal Standard” that details what additional information or what corrections are needed to resubmit.

Once the required information or corrections are resubmitted to us, it will be scheduled for review within two business days.

Subject: FW: Pierce County PALS Online Resubmittal Request

From: automailer@co.pierce.wa.us [mailto:automailer@co.pierce.wa.us]
Sent: Friday, December 15, 2017 12:41 PM
To: Nancy Scott <nscott@barghausen.com>
Subject: Pierce County PALS Online Resubmittal Request

Pierce County

Application/Permit Number:	873181
Application Type:	Sewer Line Extension
Application Date:	2017-10-18
Expiration Date:	2018-10-18
Parcel Number:	3001171292
Applicant Name:	Barghausen Engineers - Margi Fosdi

Your resubmittal information has been received and will be processed by our staff. You will be contacted by email if additional information is needed or if your resubmittal is accepted for processing.

Thanks for using the PALS Online permit information system.

Please Note: This message was sent by an automatic mailer. Please do not respond to this email address. This email address is not monitored.

MEMORANDUM

DATE: October 10, 2014

TO: Bill Kingman, City of DuPont

FROM: Don E. Dawes, Barghausen Consulting Engineers, Inc.

RE: ITE Traffic Generation for Single-Family Development
Proposed Plat of **Tract "O"** of Hoffman Hills Village IV, Division 5
Our Job No. 13173

Based on the *Institute of Transportation Engineers Trip Generation Manual Volume, 9th Edition* (hereafter ITE Manual) Land Use 230, the proposed subdivision of **Tract O** to create 28 lots for 28 single-family zero lot line homes is expected to generate approximately 5.81 average trips per day (ADT) per lot and 0.52 average PM peak hour trips per lot.

28 lots x 5.81 ADT/Lot = 162.68 Average Vehicle Trips per Day

28 lots x 0.52 PM Peak/Lot = 14.56 PM Peak Hour Trips per Day

The impacts of traffic and trip generation were previously evaluated for **Tract O** as part of Hoffman Hills Village IV, Division 5.

36 units x 5.81 ADT/Lot = 209.16 Average Vehicle Trips per Day

36 units x 0.52 PM Peak Trips/Lot = 18.72 PM Peak Hour Trips per Day

The current subdivision project for **Tract O** has fewer development units (28) than the originally planned 36 condominium units. As shown by the calculations above, the traffic generation for the proposed 28-lot zero lot line preliminary plat of **Tract O** can be expected to generate approximately 46.48 fewer ADT and 4.16 fewer PM peak hour trips than the originally contemplated development of the parcel.

Attachment 1g - ADT memo prepared by Barghausen Consulting Engineers, dated October 10, 2014

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 1h - 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

9403150847

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

NORTHWEST LANDING RESIDENTIAL PROPERTY

Attachment 1i - Draft Covenants, Conditions, and Restrictions, Recording No. 9403150847

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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 suspect 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 larger business.

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 Covenants 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 on 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 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 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 Declarant 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 in 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 bt 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 exerise 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 Committee 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 merchantibility 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.

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, trails 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 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 _____ 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 a _____ 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 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, including 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;

(b) Be written in the name of the Residential Association as trustee for the benefited 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 Owner's 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, 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 and 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 _____ 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, ____ Declarant.

9.2. Submission With Approval of Membership. The Residential Association may submit real property other than 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 written 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 written 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 requests 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.

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 for 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, specifications to the interior of screen 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 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 that 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 consistent 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, alternation, 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 fo 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.

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. <u>Owners' Acknowledgement</u>. 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. <u>Rights of Owners</u>. 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) <u>Equal Treatment</u>. Similarly situated owners and residents shall be treated similarly.

(b) <u>Speech</u>. 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) <u>Religious and Holiday Displays</u>. 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) <u>Household Composition</u>. The Association or Board shall make no rule tha 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 disburbance 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 as 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 reasonably 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:

(c) (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;

(d) (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 finish 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 than 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, permanent 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 construction, 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 purpose 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 suppliers 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 the 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 the 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 responsibility under this Declaration. Declarant, the Residential Assocation, 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 steams 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 Persons 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 the Declaration as a proportion of the total number of residential dwellings within the Residential Properties and on such property.

13.5. Easements 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.

14.1. Notice 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 streer 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 the 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 required 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 subjected 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 and 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 the 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 abandon, 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 Claimants 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 on 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 office 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 the 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 provision or applications.

17.4. Perpetuities. If any of the covenants, conditions, restrictions, or other provision 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 proceedings 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 the 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 the 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 of 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.

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.

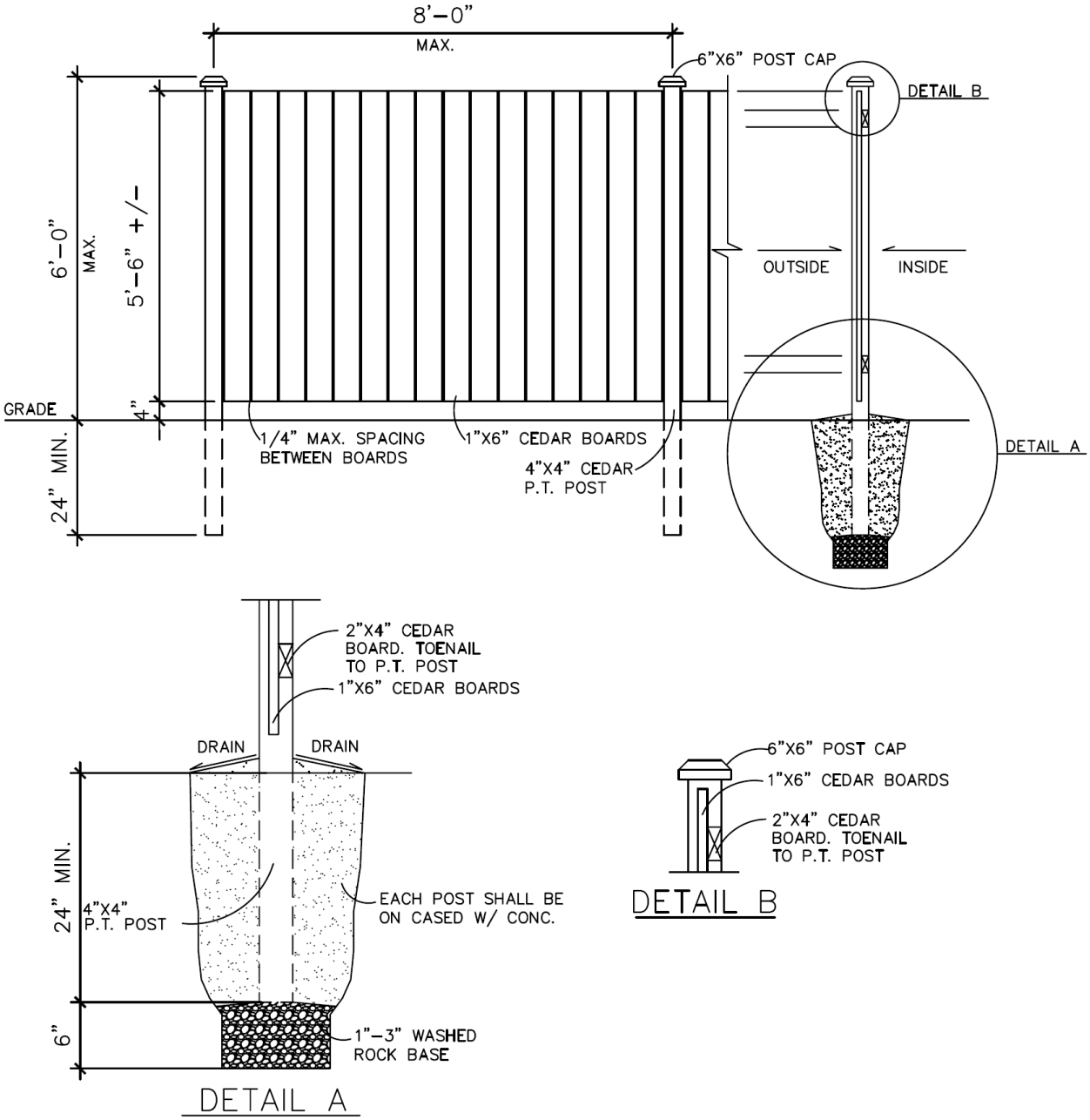
_____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires _____.

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

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 1k - Tract O Preliminary Plat Hearing Examiners Findings of Fact 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

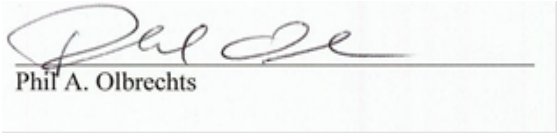
10. The structures must be designed to meet the requirements of the building construction codes in effect at that time. The following codes are currently enforced by the City of DuPont: the 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, the 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 1I - Tract I Preliminary Plat
Hearing Examiners Findings of Fact 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 <u>abut</u> a lot line, where town homes are defined to have walls <u>on</u> 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. <u>The proposed townhome units are zero lot line developments</u>. 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.

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.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

Brian Nguyen 12/20/2017
Land Project Manager
Lennar Northwest, Inc.
33455 6th Ave S
Federal Way, WA 98003

Re: Hoffman Hill Division; Tracts I, J, and O

Dear Mr. Nguyen,

Thank you for the opportunity to provide comments and guidance on the Hoffman Hill Residential Division project. The property is located in Section 33, Township 19 North, Range East, W.M. in DuPont, Pierce County and it encompasses 7.82 acres on four Pierce County parcels (3001171252, -253, - 292, - and 242). The proposed project is located in an area that may have been contaminated with arsenic and lead due to the air emissions originating from the old Asarco Smelter in north Tacoma.

The applicant, Lennar Northwest, proposed to develop the Property into residential lots. Ecology recommended soil sampling at the Property. Ecology also recommended enrollment in the Voluntary Cleanup Program (VCP) with Ecology if lead, arsenic or other contaminants were found at concentrations above Model Toxics Control Act (MTCA) Method A cleanup levels.

The MTCA cleanup levels are:

- Average arsenic ≤ 20 milligrams per kilogram (mg/kg)
- Average lead ≤250 mg/kg

OR

- Maximum arsenic concentration is ≤40 mg/kg
- Maximum lead concentration is ≤ 500 mg/kg

On 12/5/2017, Enviro Assessment, PC conducted soil sampling at the Property following the Tacoma Smelter Plume Model Remedies Guidance. They collected 53 soil samples within Tracts I, J, and O (Figure 1). The soil sampling methodology consisted of collecting 40 samples from 0 to 6 inches below ground surface (bgs) and 13 samples from 6 to 12 inches bgs. Upon completion of soil and duff sampling, the samples were analyzed for arsenic and lead concentrations using method EPA 6020 by ESN Northwest Chemistry Laboratory (Table 1).

Table 1. Summary of Sampling Results

Sample Type	Arsenic mg/kg (EPA 6020)			Lead mg/kg (EPA 6020)		
	Minimum	Maximum	Average	Minimum	Maximum	Average
Soil Depth 0-6"	ND	6.8	6.8	ND	10	9.9
Soil Depth 6-12"	ND	ND		ND	ND	
MTCA Cleanup Levels		40	20		500	250

ND – levels were non-detect at 5.0 mg/k reporting limits for arsenic and lead

Figure 1. Sampling Locations

The average concentrations of arsenic and lead **were below** cleanup levels and no single soil sample exceeded 40 mg/kg for arsenic and 500 mg/kg for lead.

Ecology does not recommend this Property enter the Voluntary Cleanup Program.

No remediation for Tacoma Smelter Plume contamination is needed for this project.

Please note, this not a "No Further Action" determination for the Property, since the property was never determined to have contamination warranting cleanup and never entered into the Voluntary Cleanup Program (VCP).

If you have any questions, please feel free to call me at 360-407-7094.

Thank you for your partnership.

Best regards,

Eva Barber
Technical Assistance Coordinator
Toxics Cleanup Program, Southwest Regional Office
Washington State Department of Ecology
360-407-7094

CULTURAL RESOURCES REPORT COVER SHEET

Author: Andrew Viloudaki and Sarah Amell

Title of Report: Cultural Resource Survey for the Hoffman Hill Tract O, DuPont, Pierce County, Washington

Date of Report: December 6, 2017

County(ies): Pierce Section: 33 Township: 19N Range: 01E

Quad: Nisqually, WA Acres: 3.60

PDF of report submitted (REQUIRED) ☒ Yes

Historic Property Inventory Forms to be Approved Online? ☐ Yes ☒ No

Archaeological Site(s)/Isolate(s) Found or Amended? ☐ Yes ☒ No

TCP(s) found? ☐ Yes ☒ No

Replace a draft? ☐ Yes ☒ No

Satisfy a DAHP Archaeological Excavation Permit requirement? ☐ Yes # ☒ No

Were Human Remains Found? ☐ Yes DAHP Case # ☒ No

DAHP Archaeological Site #:

_____
_____
_____
_____
_____
_____
_____

- Submission of PDFs is required.
- Please be sure that any PDF submitted to DAHP has its cover sheet, figures, graphics, appendices, attachments, correspondence, etc., compiled into one single PDF file.
- Please check that the PDF displays correctly when opened.

Attachment 1n - Cultural Resources Survey prepared by Aqua Terra Cultural Resources Consultants, dated December 20, 2017

Cultural Resource Survey for Hoffman Hill Tract O, DuPont, Pierce County, Washington

Prepared for:

Lennar Northwest, Inc.
Brian Nguyen
33455 6th Ave. S.
Federal Way, WA 98003

Prepared by:

Andrew Viloudaki, Project Archaeologist
Sarah J. Amell, Principal Investigator

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Report #PI-05-17
December 12, 2017

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Cultural Resource Survey for the Hoffman Hill Tract O, DuPont, Pierce County, Washington

Executive Summary

Aqua Terra Cultural Resource Consultants (ATCRC) contracted with Lennar Northwest Inc. to conduct a cultural resources survey for the Hoffman Hill Tract O Development Project (the project) located on Hoffman Hill Blvd. in DuPont, Pierce County, Washington. The project proposes to construct several single family and low density multi-family residences on 13 parcels totaling 3.6 acres. The project requires permitting from the City of DuPont (City), the Department of Archaeology and Historic Preservation (DAHP), the Nisqually Indian Tribe (Nisqually), and the U.S. Army Corps of Engineers (USACE) who jointly have a Memorandum of Agreement (MOA), under which the City issues permits for all projects within its jurisdiction and is subject to the State Environmental Policy Act (SEPA). The MOA requires that a professional archaeologist be retained during all development associated with the Project in order to avoid or mitigate adverse effects on significant cultural resources. SEPA requires that impacts to cultural resources be considered during the public environmental review process. The following Pierce County Tax Parcels are proposed for development:

- 300117-1291, 900934-0090, 900934-0100, 900934-0110, 900934-0120, 900934-0130, 900934-0140, 900934-0150, 900935-0010, 900935-0020, 900935-0030, 900935-0040, 900935-0050.

In accordance with SEPA, ATCRC completed a cultural resource assessment that included background research, field investigation, and preparation of this report. The project area has been designated as “High Risk” by the DAHP, and an existing archaeological site has been recorded near the border of the project Area of Potential Impact (API) proposed for development. Field investigations consisted of pedestrian survey and subsurface testing; no cultural resources were encountered. As such, ATCRC has determined it unlikely that any cultural materials or features will be impacted during project construction. ATCRC recommends that an Inadvertent Discovery Plan (IDP) be adopted prior to further ground disturbing activities in the event that archaeological resources or human remains are discovered during site development. An IDP is attached in Appendix B.

Regulatory Compliance

This project was conducted, in part, to satisfy regulatory requirements of the SEPA. SEPA requires that impacts to cultural resources be considered during the public environmental review process. Under SEPA, the Washington State DAHP is the sole agency with technical expertise in regard to cultural resources and provides formal opinions to local governments and other state agencies on a site’s significance and the impact of proposed projects upon such sites.

In addition, the State of Washington requires compliance with the cultural resources management laws and regulations under the Revised Code of Washington (RCW) 27.53 Archaeological Sites and Resources, RCW 27.44 Indian Graves and Records, and RCW 68.50.645 Skeletal Human Remains—Duty to Notify. The latter regulation provides a strict

process for notification of law enforcement and other interested parties in the event of the discovery of any human remains, regardless of inferred cultural affiliation.

Consultation

As part of the SEPA process, affiliated tribes were contacted by Thurston County. The Nisqually Indian Tribe Cultural Resources Office advised a cultural resource study to be completed before construction and an Inadvertent Discovery Plan to be put into place in the event that archaeological resources or human remains are discovered during site development. As part of the consultation with the Nisqually, Jackie Wall and Brad Beach of the Tribal Historic Preservation Department visited the site on 11/27/2017 and 11/28/2017, and assisted with the cultural resource survey.

Project Area and Description

The project area consists of 3.6 acres on 13 contiguous parcels adjacent to Hoffman Hill Blvd. in DuPont, Pierce County, Washington (Figure 1). The legal description for the project area is: Township 19 N, Range 01E, Section 33, Willamette Meridian. The project proposes to construct several single family and low density multi-family residences within this area.

The property is semi-developed with a large stone retaining wall bisecting the site with significant disturbance to the remaining areas due to construction related activities. The entire site is largely clear of vegetation with sporadic growths of Himalayan blackberry, dandelions, bull thistle, other invasive species, and pine saplings. The northern portion of the site is on a ~20-30° south facing slope that ends abruptly at the large stone retaining wall. The southern section of the site is a gentle (~5-7°) east slopping rectangular expanse between the retaining wall to the north, Hoffman Hill Blvd. on the south, and Swan Loop to the east and west.

Background Research

In October 2017, ATCRC conducted an electronic record search and literature review for the project area using the DAHP Washington State System for Architectural and Archaeological Records Database (WISAARD). This record search was completed to determine the presence or absence of previously documented architectural, archaeological, and historic resources within or near the API, in order to establish a historical and cultural context for resource identification and significance. Archaeological site forms, cultural resource assessments, historic property inventory forms, General Land Office maps and National Register of Historic Places nomination forms were reviewed. Additionally, historic area maps, tax parcel records, and other public records were consulted in order to develop a better understanding of the land use patterns of the area.

Environmental Setting

The API is located on the uplands on a southward sloping terrace, east of the Nisqually River delta and northwest of Interstate-5. The API is 0.5 miles east and north of Red Salmon Creek. The topography and geology were formed during the Late Pleistocene, following the advance of several glaciations that originated from Canada and extended between the Cascade and Olympic mountain ranges into the Puget Lowlands (Kruckeberg 1991:12, Lasmanis 1991).

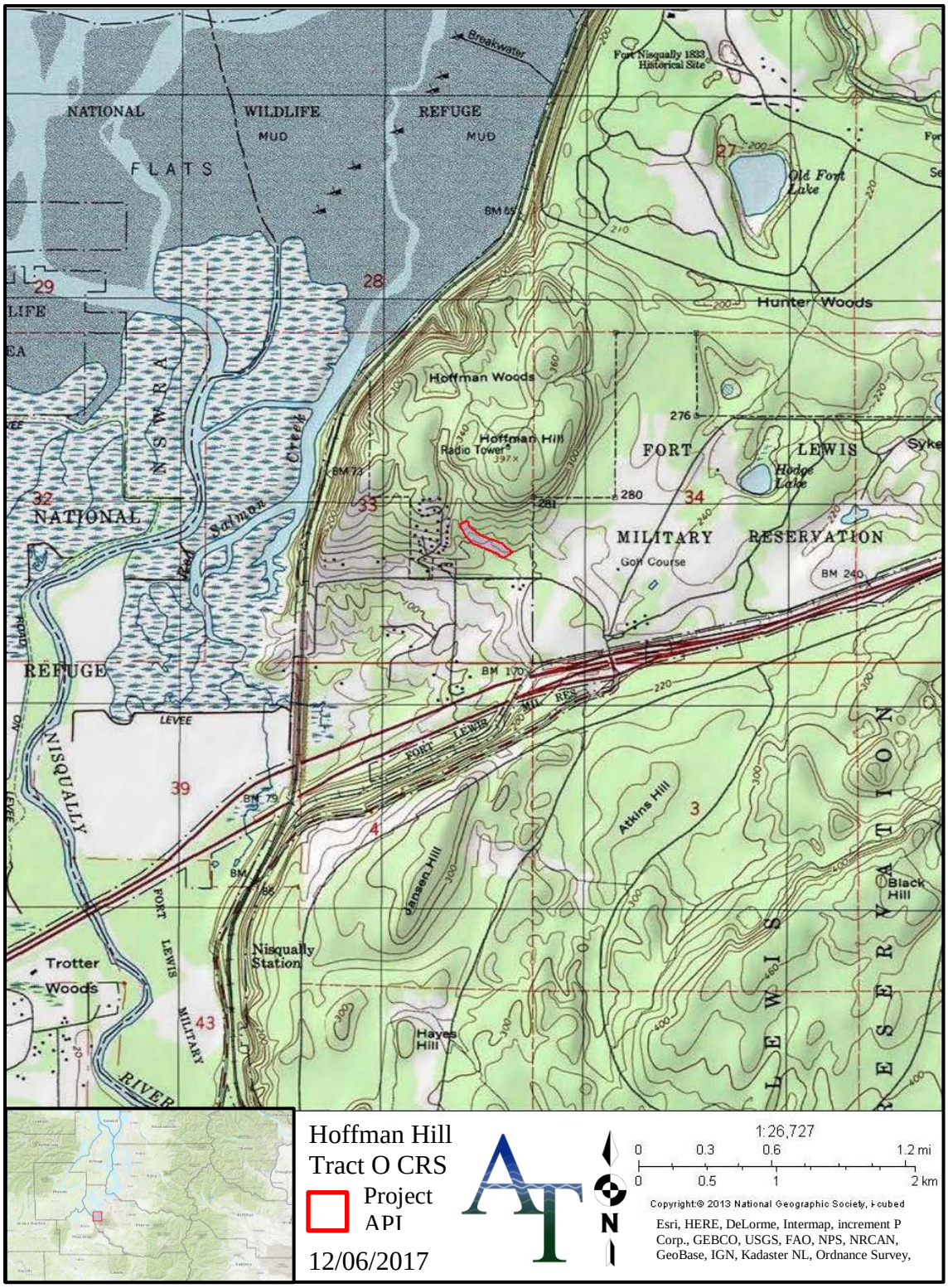

Figure 1. Portion of the USGS (1994) Nisqually, WA topographic map detailing the location of the project area.

The Vashon Stade of the Fraser Glaciation began around 18,000 BP with an advance of the Cordilleran ice sheet into the lowlands (Porter and Swanson 1998). The Puget Lobe of the ice sheet flowed down into the Puget Lowland and reached its terminus just south of Olympia between 14,500 and 14,000 BP (Clague and James 2002). The Puget Lobe began to retreat shortly after reaching its terminus. Marine waters entered the lowlands that had been carved out by the glacier and filled Puget Sound. The remaining ice floated and wasted away rapidly. Glaciomarine drift deposits were released from the melting glacial ice and deposited on the sea floor across the northern and central Puget Lowland causing the land to rebound and relative sea levels to fall and expose glacial outwash deposits (Clague and James 2002).

About 11,600 to 10,000 BP, the Cordilleran ice sheet advanced once again leaving glacial till and outwash deposits in much of northwestern Washington (Easterbrook 2003). Following the rising temperatures, the glacier retreated rapidly to the north and left the regional landscape ice-free and suitable for inhabitants by approximately 11,000 years ago (Kruckeberg 1991:22).

According to the USDA NRCS (n.d.) soils in the API have been mapped as consisting of 70% Everett very gravelly sandy loam with 8 to 15 percent slopes and 30% Nisqually loamy sand. Everett very gravelly sandy loams are generally located on moraines and are derived from sandy and gravelly glacial outwash deposits. A typical profile consists of 0-1 inches of slightly decomposed plant material, 1-3 inches of very gravelly sandy loam, 3-24 inches very gravelly sandy loam, 24-35 inches very gravelly loamy sand, and 35-60 inches of extremely cobbly coarse sand. Nisqually loamy sands are generally located on terraces and are derived from sandy glacial outwash deposits. A typical profile consists of 0-19 inches of ashy loamy sand, 19-25 inches loamy sand, and 25-60 inches of sand.

Cultural Setting

The Puget Sound lowland archaeology can be subdivided into three phases that include early (end of the last ice age to 5,000 years before present (BP), middle (5,000 to 1,000 BP) and late stages of development (1,000 to 250 BP). The early period is characterized by an emphasis on the use of flaked stone tools, including fluted projectile points, leaf-shaped points and cobble-derived tools. Camps were frequently established along river terraces or outwash channels and exist today as near surface scatters or shallow buried sites. The middle period coincides with a stabilization of the environment to something similar to today. The broad cultural patterns include a larger suite of tools including smaller notched points and groundstone, and bone or antler implements used for working wood. Shell midden sites first appear during this period indicating a transition to a more maritime-based subsistence pattern. The late period is dominated by settlement along the coastline and along streams and rivers and far greater specialization of technology. Trade goods also appear indicating extensive trade networks up and down the coast as well as with inland plateau neighbors. Salmon became a primary food source at this time as sea levels had risen and riparian environments supported large runs of salmon and provided plentiful food.

The API is located in the traditional territory of the Nisqually, which is documented as extending along both sides of the Nisqually River from its delta at the southern end of the Puget Sound to nearly 30-miles upstream (Ruby and Brown 1986:150; Suttles and Lane 1990:486). Coastal Salish groups typically maintained strong social ties to neighboring groups in the pre-contact

period. Ethnographic and archaeological information indicates that local bands established permanent villages near the convergence of protective marine shoreline and freshwater drainage outlets, while temporary camps were established during the warmer months during seasonal food source gathering times. In the ethnographic period, the Nisqually occupied at least 40 villages on the Nisqually River, where resources were plentiful. There was a village located on McAllister Creek, one at Sequalitchew Creek, one at the south end of Nisqually Lake, one near Roy, and the villages at South Bay and Olympia were called "associated villages", because of intermarriages between neighboring villages (Carpenter et al 2008). Temporary camps were also utilized while traveling for seasonal food sources, typically during the warmer summer months.

Reviewed ethnographic records (Hilbert et al 2001; Smith 1940) do not indicate any Nisqually villages located in the immediate API. The nearest ethnographic village site appears to have been located west of the API on the mouth of the Nisqually River, *tusqwE'le*. A second village site is located to the east near the junction of the Sequalitchew Creek and the river, *stgwáletcabe* (Smith 1940).

Non-native settlement of the Puget Sound was prompted following the establishment of Hudson Bay Company (HBC) fur trading posts. The HBC capitalized on the high demand for beaver pelts and enlisted the services of local Native American trappers. Two HBC forts and one associated village were stationed on the Nisqually delta. Fort Nisqually was a pastoral and agricultural branch of the Puget Sound Agricultural Company (a subsidiary of the Hudson Bay Company), and shipped supplies to England and other fort establishments (Stilson 2003). Further regional non-native settlement was encouraged by the Treaty of Washington in 1846, the Donation Land Claim Act of 1850, and the creation of the Territory of Washington in 1853.

Non-native settlement in Puget Sound drastically affected Indian people and their traditions. In 1854, following negotiations between the Nisqually, Squaxin, and Puyallup, and the United States government during the Medicine Creek Treaty, three reservations were to be established. Chief Leschi and Quiemuth refused to sign the treaty after learning that the Nisqually reserve was to be established west of the delta, and not on the river where people could fish (Carpenter et al 2008). This initiated the Treaty War of 1855. During this time internment camps were established on Fox Island and Squaxin Island. The war ended when territorial Governor Isaac Stevens agreed to establish reservation lands along the rivers of both the Nisqually and Puyallup, and requested that Indian warriors return to the area which resulted in the hanging of Chief Leschi and murder of Quiemuth. Soon after, a large portion of the reservation was condemned by the US Army for development of military installations (later to become Fort Lewis), and many displaced Nisqually were forced to relocate to foreign lands on the Quinault River and the Puyallup, Skokomish and Chehalis reservations, as much of the reservation land remaining had already been divided and allotted into family units (Carpenter et al 2008).

Historic maps were reviewed in an attempt to reestablish land use history. Two unnamed historic trails are delineated within a 1 mile radius of the API; one with a spur to the east and a circular route along Red Salmon Creek to the west. The 1854, 1859 and 1871 GLO maps show Donation Land Claims had been taken out along the Nisqually River but not in the API (United States Surveyor General 1854, 1859, 1871, accessed via WISAARD November 27, 2017).

Few European Americans lived in the area at the turn of the 20th Century. In 1906 the E.I. DuPont de Nemours & Company purchased land in the area and opened an explosives manufacturing facility called the DuPont Powder Works (Munyan 1972), on top of the site of Lach-ah-Lett's (Nisqually) village site (Carpenter et al 2008:13). The City of DuPont was built around this industry, and the city, an example of a Pacific Northwest company town, is now listed on the Register of Historic Places.

Previously Recorded Cultural Resource Studies and Sites

A review of the WISAARD revealed that a total of 23 previous cultural resources studies have been completed within a 1-mile radius of the API (Table 1). The majority of these studies were conducted for other residential developments including the Northwest Landing, as well Interstate-5 improvements.

12 sites have been previously recorded within a 1-mile radius of the API (Table 2). Prehistoric lithic material has been recorded east and northeast of the project area. The closest identified pre-contact site is adjacent to the API and consisted of a camp site with rock ovens, stone tools and other cultural debris (Kaehler 2007, Kaehler et al 2008). No archaeological site, historic site, or cemetery has been previously recorded within the API.

Additionally, 9 historic properties have been inventoried within a 1-mile radius of the APE (Table 3).

Cultural Resources Expectations

Based on ATCRC's background review of environmental and cultural contexts, and previously recorded cultural resources studies and sites, the project area is considered to be located in an area of high probability for cultural materials and/or deposits. However, the project area is currently disturbed, cleared, and graded open land that has been significantly altered over the past nine years (Figures 2 and 3). No ethnographic, archaeological or historic sites have been previously encountered within the project area, although site 45PI777 was identified in land parcels adjacent to the API. If cultural resources were present in the project area they would likely represent pre-contact materials such as rock ovens and debris scatters.

Figure 2. Overview of Hoffman Hill Tract O with a view of 45PI777 and evidence of landscape grading, view east, 11/28/2017.

Figure 3. Overview of the Hoffman Hill Site (45PI777) and vicinity, view southeast. (from Kaehler et al. 2008).

Table 1. Cultural resource surveys and excavations within a 1 mile radius of the API

NADB	Citation	Project Name	Proximity to APE	Historic Properties identified in the APE?
1350377	Kaehler 2007	Field Summary for the Archaeological Data Recovery Excavation at the Hoffman Hill Site 45PI777	0.02 miles northeast	No
1351196	Kaehler et al 2008	Hoffman Hill Site (45PI777) Data Recovery Excavations at Quadrant Homes, Village IV, Division 5, Phase 1, City of DuPont, Pierce County, Washington	0.02 miles northeast	No
1348374	Forrest 1996	Cultural Resource Assessment of Two Timber Thinning Areas at the Fort Lewis Golf Course	0.2 miles northeast	No
1683268	Stipe 2012	DuPont-Hoffman Hill Cellular Facility Project Cultural Resources Review	0.27 miles north	No
1351522	Cooper 2008	Final Cultural Resources Survey / Discipline Report: Point Defiance Rail Bypass Project, Pierce County, Washington	0.45 miles east	No
1683008	Van Galder 2012	Federal Railroad Administration WSDOT Point Defiance Bypass Project Environmental Assessment, Section 106 Survey Report Historic, Cultural, and Archaeological Resources/Discipline Report	0.48 miles southeast	No
1689067	Fike 2016	Historic Properties Identification and Evaluation Report of the Wilson Dairy and McBride Property: Billy Frank Jr. Nisqually National Wildlife Refuge	0.5 miles southwest	No
1348036	Parks 2006	USFWS Archaeological and Historical Resources Identification Report Under Programmatic Agreement for Nisqually Estuary/Red Salmon Slough Restoration Phase 2	0.5 miles south	No
1684452	Kiers 2013	Cultural Resources Survey, I-5/SR510 to SR512-Stage 4 Mobility Improvements, Thurston and Pierce Counties, Washington	0.65 miles southeast	No
1340356	Robinson 1996	Stage Two Cultural Resources Survey and Monitoring of the Washington State Department of Transportation's SR 5: South DuPont Interchange Project	0.67 Miles east	No
1349697	Sadler 2007	Cultural Resources Assessment of the Proposed Fiscal Year 2008 Timber Sale Tracts on Fort Lewis	0.67 miles southeast	No
1351522	Cooper 2008	Cultural Resources Survey/Discipline Report Point Defiance Bypass Project	0.67 miles southeast	No
1680893	Parks	USFWS Archaeological and Historical Resources Identification Report Under Programmatic Agreement for Red Salmon Slough Restoration Phase III (13410-A-J018)	0.68 miles west	No
1683944	Kiers 2013	Cultural Resources Survey, I-5/SR 510 to SR 512 – Stage 3 Mobility Improvements, Thurston and Pierce Counties, Washington	0.37 miles south	No
1682550	Falkner 2010	Archaeological Site Verification of 55 Sites and Isolates on Fort Lewis	0.85 miles south	No

1347404	Sadler 2007	Cultural Resources Assessment of the Proposed Fiscal Year 2007 Timber Sale Tracts on Fort Lewis	0.83 miles southeast	No
1348036	Parks 2006	USFWS Archaeological and Historical Resources Identification Report Under Programmatic Agreement for Nisqually Estuary/Red Salmon Slough Restoration Phase 2	0.85 miles southwest	No
1334675	Bourdeau 1995	Cultural Resource Inventory at the Red Salmon Slough Wetland Mitigation Project	0.85 miles west	No
1682552	Ragsdale 2011	Predictive Model Archaeological Survey on Joint Base Lewis-McChord	0.86 miles southeast	No
1349697	Sadler 2007	Cultural Resources Assessment of the Proposed Fiscal Year 2008 Timber Sale Tracts on Fort Lewis	0.87 miles southeast	No
1348367	Lewarch 1995	Draft: Cultural Resources Inventory of the Fiscal Year 1994 and 1995 Timber Sales Project Areas, Fort Lewis	0.87 miles southeast	No
1334675	NA	Braget Dike NRHP Survey	0.93 miles west	No
1340854	Wessen 2001	Weyerhaeuser Real Estate Company/ Quadrant Northwest Landing and Weyerhaeuser/ DuPont Cleanup Area Revised Boundary of Archaeological Site	0.96 miles northeast	No

Table 2. Sites previously identified within a 1-mile radius of the APE.

Site Number	Site Type	Proximity to APE	NRHP Eligibility
45PI777	Pre-contact and historic components; pre-contact camp; pre-contact lithic material; pre-contact rock alignment	0.02 miles northeast	Not evaluated
45PI1263	Pre-contact isolate, pre-contact lithic material	0.41 miles east	Not evaluated
45PI400	Pre-contact camp; pre-contact shell midden	0.6 miles north	Not evaluated
45PI405	Historic objects; historic residential structures	0.41 miles south	Potentially Eligible
41PI1172	Historic Homestead; William Young Homestead ca. 1850's to 1918	0.9 miles south	Potentially Eligible
41PI0781	Historic Debris scatter/concentration; historic trash ca. 1910 to 1960	0.42 miles northeast	Potentially Eligible
41PI0544	Historic Maritime Property; Braget Dike 1906-1970's	0.9 miles west	Not Eligible
PI00072	Pre-contact, DuPont Southwest, Shell Midden	1.0 miles north	Eligible
PI00414	Pre-contact Shell Midden	1.0 miles north	Not evaluated
PI00449	Historic Homestead site, Yehle House ca. 1890-1985	0.94 miles south	Not Eligible
PI00487	Historic trash dump, 1930s-1940s	0.98 miles south	Potentially Eligible
PI01409	Historic debris scatter, 1892-1932	.021 miles south	Not evaluated

Table 3. Historic Property Inventory within 1-mile of the APE

Property ID	Historic Name/Description	Proximity to APE	NRHP Eligibility
669513	Fort Lewis Golf Course Clubhouse	Details Hidden	Details Hidden
126153	Braget Farm Bridge	0.86 miles west	Not eligible
53857	DuPont School	0.2 miles south	Unknown
29619	Farm buildings	0.15 miles south	Unknown
85120	Old Nisqually Road UC Bridge	0.6 miles east	Not Eligible
708211	McBride Property	0.65 miles southwest	Not Eligible
700833	Eagles Pride Golf Course	0.78 miles east	Not Eligible
29620	Yehle Farm	0.94 miles south	Not Eligible
29618	Farm Buildings	0.72 miles southwest	Unknown

Field Investigations

Field investigations were conducted on November 27th and 28th, 2017 by Andrew Viloudaki (Project Archaeologist) and Brad Beach (Nisqually Tribal Historic Preservation Office) during sunny (11/27/2017), foggy and rainy (11/28/2017) weather conditions. During pedestrian survey and the excavation of SPs 1-5 Jackie Wall (Nisqually Tribal Historic Preservation Officer) assisted with the investigation.

The field investigations consisted of pedestrian survey and subsurface testing. Pedestrian survey consisted of walking transects spaced at approximately 10 meter intervals while visually inspecting ground surface to indicate the presence/absence of cultural materials and/or features. Subsurface testing consisted of excavating shovel probes (SP) across the project area to investigate the presence/absence of buried cultural deposits/materials. SPs were judgmentally placed based on project scope and environmental features. SPs measured approximately 40 centimeters (cm) in diameter and were excavated to a minimum 40 cm below the ground surface (cmbgs) or impasse. Sediments were screened through ¼-inch mesh, and backfilled upon completion. The shove probe log is presented in Appendix A.

The SPs were excavated along three parallel transects, A, B, and C, on general east-west axes, Transect A followed the northern boundary of the API on a gentle slope above the 20-30º slope that ended at the rock retaining wall. SPs 1-5 were placed at 10m intervals along the northeast section of the API closest to previously recorded archaeological resources. The remaining SPs in were placed at 20m intervals (6-35).

The project area is characteristic of cleared, disturbed, and graded open land in an encroaching urban setting (Photos 1-3). The property is semi-developed with a large stone retaining wall bisecting the site on the eastern end, with significant disturbance to the remaining areas due to construction related activities. The entire site is fairly clear of vegetation with sporadic growths of Himalayan blackberry, dandelions, other invasive species, and pine saplings. The northern portion of the site is on a ~20-30º south facing slope ending abruptly at the large stone retaining wall. The southern section of the site is a gentle (~5-7º) east slopping rectangular expanse between the retaining wall to the north, Hoffman Hill Blvd. on the south, and Swan Loop to the east and west. Surface visibility varied from 0-100%.

Photo 1. Overview of western portion of project area, view east.

Photo 2. Overview of the western portion of the API, view west, northwest.

Photo 3. Overview of the eastern portion of the API, view east, northeast.

One piece of possible fire cracked rock and a few pieces of modern refuse were observed during the pedestrian survey, including plywood, plastic bags, and garden refuse.

A total of 35 SPs were excavated within the API in three transects. Transect A (1-12) along the northern boundary of the API with a variable interval for SP placement beginning with 10m (1-5), in the section of the API adjacent to the properties with identified archaeological materials, and extending to 20m after testing revealed disturbed contexts without intact cultural soil horizons (6-12). Transect C (13-24) ran parallel to Hoffman Hill Blvd., offset by ca. 15m north due to the associated sidewalk, sewage, and other utilities. Transect B (25-35) was placed evenly in-between Transect C and the large rock retaining wall (Figure 4). Encountered soils were mostly representative of imported construction fill and those described for the area by the USDA NRCS (Photo 4). Throughout the southern portion of the site (transects B and C) various levels of disturbance and construction fill were encountered. No historic artifacts were observed, and 1 pre-contact agate flake was observed in disturbed contexts during field investigations.

Photo 4. Example of subsurface deposits encountered in the project area.

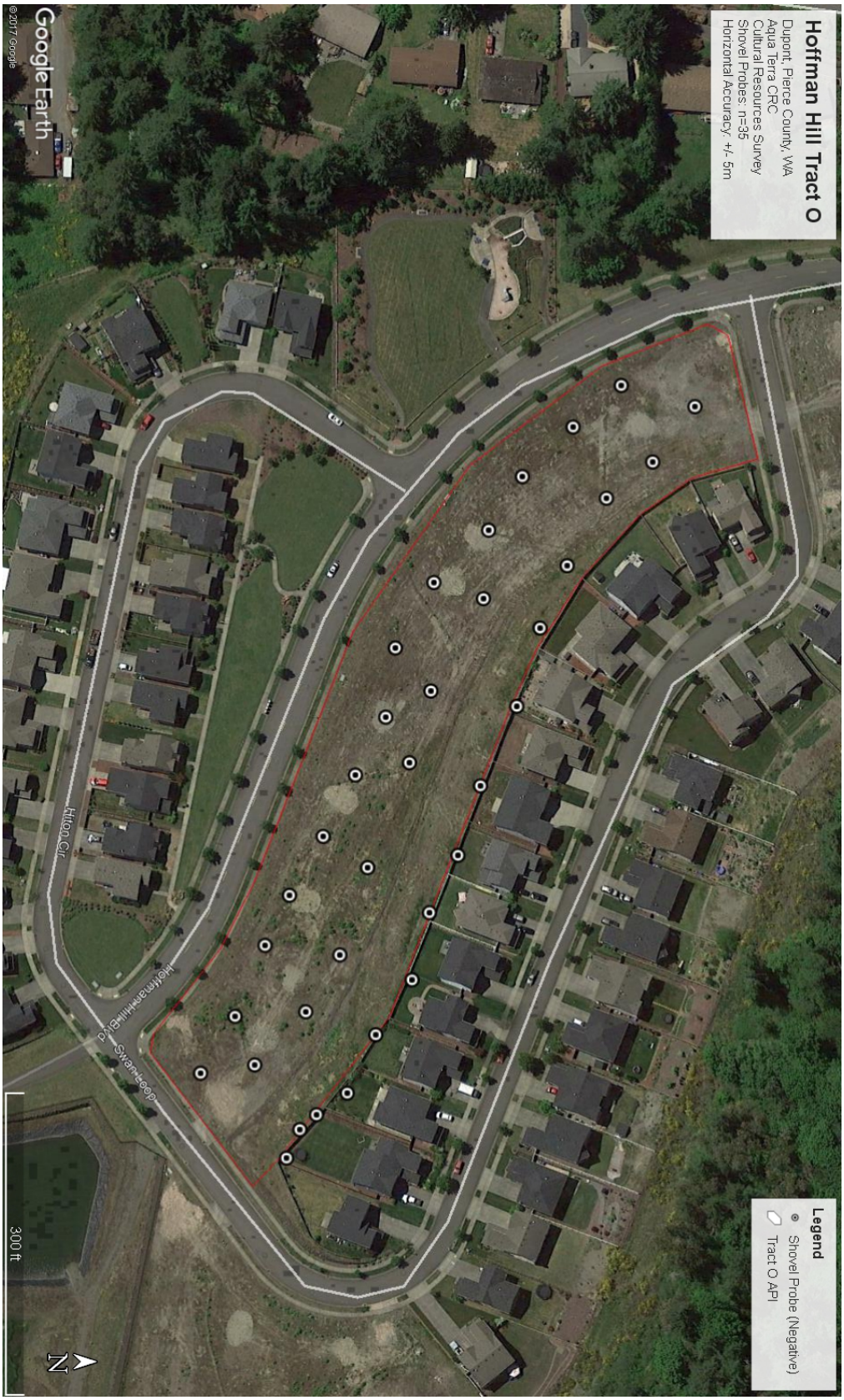

Figure 4. Satellite imagery of the API with the shovel probe locations.

Results and Recommendations

ATCRC's cultural resources assessment for the Hoffman Hill Track O included background research, field investigation, and preparation of this report. Background review determined the project area to be located in an area considered high probability based on its proximity to a previously recorded archaeological site. Field investigations consisted of pedestrian survey and subsurface testing; no cultural resources were encountered. As such, ATCRC has determined it unlikely that any cultural materials or features will be impacted during project construction. ATCRC recommends that an Inadvertent Discovery Plan (IDP) be adopted prior to further ground disturbing activities in the event that archaeological resources or human remains are discovered during further site development. An IDP is attached Appendix B.

No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or TCPs associated with a project. The information presented in this report is based on professional opinions derived from our analysis and interpretation of available documents, records, literature and information identified in this report, and on our reconnaissance-level field investigation and observations as described herein. Conclusions and recommendations presented apply to project conditions existing at the time of our study and those reasonably foreseeable. The data, conclusions and interpretations in this report should not be construed as a warranty of subsurface conditions described in this report. They cannot necessarily apply to site changes of which ATCRC is not aware and has not had the opportunity to evaluate.

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Appendix A: Shovel Probe Log

Transect	Letter	UTM	Soil Type	Description	Cultural Material
A	1	524540 5214965	Nisqually loamy sand	0-28cm- root mat, yellowish brown sandy loam with mixed organics with an occasional charcoal flecks 28-78cm- yellowish brown sandy loam	NONE
A	2	524532 5214969	Nisqually loamy sand	0-18cm- root mat, yellowish light brown sandy loam with mixed organics, charcoal, and burnt soil 18-33cm- yellowish brown sandy loam with mixed organics, charcoal, burnt soil, and glass 33-75cm- greyish brown sandy loam	1 Agate flake in disturbed context
A	3	524527 5214973	Nisqually loamy sand	0-16cm- root mat, yellowish brown sandy loam with mixed organics 16-68cm- greyish brown sandy loam	NONE
A	4	524520 5214983	Nisqually loamy sand	0-11cm- root mat, yellowish brown sandy loam with mixed organics 11-42cm- greyish brown sandy loam	NONE
1	5	5224503 5214991	Nisqually loamy sand	0-17cm- root mat, yellowish brown sandy loam with mixed organics 17-33cm- yellowish brown sandy loam with some gravel 33-43cm- greyish brown sandy loam	NONE
A	6	524487 5215002	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-15cm- root mat, yellowish brown gravelly sandy loam with mixed organics 15-28cm- disturbed greyish brown very gravelly sandy loam, containing plastic and glass 28-66cm- greyish brown very gravelly sandy loam	NONE
A	7	524466 5215007	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-10cm- root mat, greyish brown gravelly sandy loam with mixed organics 10-57cm- greyish brown very gravelly sandy loam ~50cm- water drainage	NONE
A	8	524448 5215016	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-11cm- root mat, greyish brown gravelly sandy loam with mixed organics 14-51cm- greyish brown very gravelly sandy loam ~40cm- water drainage	NONE
A	9	524428 5215022	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-11cm- root mat, greyish brown gravelly sandy loam with mixed organics 14-51cm- greyish brown very gravelly sandy loam ~40cm- water drainage	NONE

Transect	Letter	UTM	Soil Type	Description	Cultural Material
A	10	524404 5215033	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-14cm- root mat, greyish brown gravelly sandy loam with mixed organics and garden debris 14-52cm- greyish brown very gravelly sandy loam ~40cm- water drainage	NONE
A	11	524380 5215040	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-14cm- root mat, greyish brown gravelly sandy loam with mixed organics 14-52cm- greyish brown very gravelly sandy loam	NONE
A	12	524361 5215048	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-13cm- root mat, greyish brown gravelly sandy loam with mixed organics 13-54cm- greyish brown gravelly sandy loam	NONE
C	13	524340 5215060	Glacial Till	0-37cm- very cobbly sand, glacial till	NONE
C	14	524330 5215074	Glacial Till	0-33cm- very cobbly sand, glacial till	NONE
C	15	524313 5215086	Glacial Till	0-12cm- gravelly sand (fill) 12-33cm- very cobbly sand, glacial till	NONE
C	16	524307 5215064	Degrading Mudstone	0-9cm- gravelly sand (fill) 9-16cm- very cobbly sand, redeposited glacial till 16-27cm- mixed light, dark and greyish brown very compact silty loamy clay (degrading mudstone)	NONE
C	17	524320 5215050	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-18cm- sandy gravel (fill) 18-37cm- sandy gravel mixed with organics (fill) 37-55cm- greyish brown gravelly sandy loam 55-65cm- greyish brown very gravelly loamy sand	NONE
C	18	524334 5215034	Degrading Mudstone	0-20cm- mixed sand and gravel (fill) 20-40cm- mixed light, dark and greyish brown very compact silty loamy clay (degrading mudstone)	NONE
C	19	524351 5215024	Glacial Till	0-11cm- root mat, greyish brown very gravelly sandy loam 11-31cm- greyish brown very gravelly sandy loam 31-58cm- very cobbly sand, glacial till	NONE
C	20	524367 5215008	Unidentified Fill	0-40cm- greyish brown sandy loam with cobbles 40-66cm- dark brown sandy loam (Clean boundary) 66-80cm- mixed light and dark brown sedimentary deposit, sandy loam	NONE
C	21	524386 5214997	Mudstone	0-64cm- mixed sand and gravel (fill) 0cm- mudstone, ground water	NONE

Transect	Letter	UTM	Soil Type	Description	Cultural Material
C	22	524407 5214994	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-42cm- gravelly sand (fill) 42-69cm- greyish brown greyish very gravelly sandy loam (subsoil)	NONE
C	23	524425 5214985	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-49cm- gravelly sand (fill) 49-76cm- greyish brown greyish very gravelly sandy loam (subsoil), ground water	NONE
B	24	514443 5214975	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-37cm- gravelly sand (fill) 37-79cm- very gravelly loamy sand (subsoil)	NONE
B	25	524461 5214965	Everett very gravelly sandy loam with 8 to 15 percent slopes	0-55cm- Compacted sand and gravel, (fill) 55-73cm- greyish brown very gravelly sandy loam (subsoil)	NONE
B	26	524477 5214958	Construction fill	0-92cm- mixed fine sand (fill)	NONE
B	27	524497 5214949	Degrading Mudstone	0-40cm- mixed fine sand (fill) 40-55cm- mixed light, dark and greyish brown very compact silty loamy clay (degrading mudstone)	NONE
B	28	524515 5214939	Degrading Mudstone	0-29cm- mixed sand and gravel (fill) 29cm- mixed light, dark and greyish brown very compact silty loamy clay (degrading mudstone)	NONE
B	29	524512 5214955	Construction fill	0-34cm mixed sand and gravel (fill) 34cm- Ground water	NONE
B	30	524496 5214970	Construction fill	0-90cm- fine sand (clean) 90cm- ground water	NONE
B	31	524479 5214980	Construction fill	0-100cm- fine sand (clean) 100cm- Ground Water	NONE
B	32	524453 5214989	Construction fill	0-82cm- mixed fine sand with inclusions of charcoal, small gravel, and wood (fill) 82cm- Ground water	NONE
B	33	524420 5215001	Construction fill	0-5cm- gravel (fill) 5-86cm- mixed fine sand (fill) 86cm- ground water	NONE
B	34	524400 5215007	Construction fill	0-56cm- fine sand (fill) 56cm- ground water	NONE
B	35	524372 5215023	Mudstone	0-44cm-mixed sand and gravel (fill) 44cm- mudstone	NONE

Appendix B: Inadvertent Discovery Plan (IDP)

Plan and Procedures for the Inadvertent Discovery of Cultural Resources and Human Skeletal Remains

1. Introduction

The following Inadvertent Discovery Plan (IDP) outlines the procedures to be implemented, in accordance with state and federal laws, if National Register of Historic Places (NRHP) potentially-eligible and ineligible cultural resource materials are discovered during construction. The separate protocol for discovery of human skeletal remains is described below, in Section 4.

2. Recognizing Cultural Resources

A cultural resource is an item of historical, traditional, or cultural importance. The item could be prehistoric or historic. Examples include:

- A multi-species accumulation of shell (shell-midden) with associated bone, stone, antler or wood artifacts, burned rocks or charcoal.
- Bones that appear to be human or animal bones associated with a shell-midden (i.e. with associated artifacts or cooking features).
- An area of charcoal or very dark stained soil with associated artifacts,
- Artifacts made of chipped or ground stone (i.e. an arrowhead, adze or maul) or an accumulation (more than one) of cryptocrystalline stone flakes (lithic debitage),
- Basketry, cedar garments, fish weir stakes or items made of botanical materials,
- Clusters of tin cans or bottles, logging or agricultural equipment that appear to be older than 50 years,
- Buried railroad tracks, decking, or other industrial materials.

Not all cultural resource material encountered will be potentially-eligible for listing on the NRHP. To be eligible for the NRHP cultural resources identified during construction must be 50 years of age or older, meet one or more of the four criteria listed below, and retain sufficient physical integrity to convey historical significance (36 CFR 60.4). A building, site, object, or structure may be considered for inclusion in the NRHP if it meets at least one of the following criteria:

1. The property is associated with events that have made a significant contribution to the broad patterns of our history.
2. The property is associated with the lives of persons significant in our past.
3. The property embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components might lack individual distinction.
4. The property has yielded, or might be likely to yield, information important in prehistory or history.

The following archaeological resources will indicate potentially NRHP-eligible deposits and will be assumed NRHP-eligible until determined otherwise by the State Historic Preservation Officer (SHPO).

- Pre-contact deposits (such as midden deposits) associated with Native American use or occupation.
- Historic era non-Native American artifacts from NRHP-eligible (or potentially NRHP eligible) deposits (native soil or surfaces that were stable and exposed either between fill episodes, or after the conclusion of historic filling).
- Historic features consisting of stratified deposits with artifact concentrations that appear to be spatially or temporally distinct. This includes refuse deposits, privies, or other discrete accumulations.
- Courses of brick or other architectural materials that are part of a building foundation or pavement in their original position.
- Historic era non-Native American artifacts from non-eligible contexts, only if they are diagnostic or have educational value.

Examples of deposits that will not be considered NRHP eligible include:

- Isolated or loose construction materials (brick, mortar, window glass), bottles, cans, located within fill sediments (not located in primary context).
- Mass deposits of lumber, concrete, granite, coal, etc.
- Pilings, decking, trestle, and railroad track, unless of clearly unusual construction.
- Historic-era artifacts not associated with a feature or stable surface.

Artifacts or deposits that are not potentially eligible, as described above, will be noted in daily field logs, photographed and documented on scaled site plans if possible. The protocol for Inadvertent Discovery, including the stop-work clause noted in the procedure below will not be implemented for artifacts or deposits that are not potentially eligible for listing in the National Register.

3. On-Site Responsibilities

- STOP WORK

If any contractor or subcontractor believes that he or she has uncovered any cultural resource during construction of the project, all work adjacent to the discovery must stop. The discovery location should not be left unsecured at any time. Cultural resources encountered during an archaeological survey are intentional discoveries and are not covered under this plan.

- NOTIFY DAHP

Contact the DAHP Cultural Resource staff-

State Archaeologist
Rob Whitlam, Ph.D.
email:Rob.Whitlam@dahp.wa.gov
(360) 586-3080
(360) 890-2615 – Cell

The DAHP will review the eligibility criteria above, make a recommendation to the artifact or deposits potential eligibility, and will proceed with agency and tribal notification as necessary (so long as the artifact or deposit is determined eligible).

After consultation DAHP will complete a written plan of action describing the disposition of cultural resources pursuant to 43 CFR Part 10 and will execute their prescribed duties within that plan of action.

4. Protocol for Discovery of Human Skeletal Remains

Washington State law requires immediate notification of known or suspected human remains whenever they are uncovered by investigation or construction activities to county and/or municipal law enforcement agencies, county medical examiner or coroner's offices, DAHP, and federal and local agencies involved directly with the project or having jurisdiction over the subject properties.

If human remains are discovered or exposed in backhoe trench spoils or sidewalls, and/or any other excavations performed during the excavation of the project all excavation will cease and the site will be secured. The remains will be covered with a tarp or other materials (not soil or rocks) temporarily. The Coroner will be notified regarding the discovery. The Coroner will determine if the remains are human, whether the discovery constitutes a crime scene, and will notify the Washington State Department of Archaeology and Historic Preservation (DAHP). The DAHP will be responsible for informing the affiliated tribes regarding the discovery.

Construction may continue at the discovery location after the DAHP determine the boundaries of the discovery location and compliance with state and federal law requirements are complete.

5. Discovery Protocol Contact Information

Gary Warnock, Coroner
Thurston County Coroner's Office
2925 37th Ave SW
Tumwater, WA 98512
(p) 360-586-2091

Guy Tasa, State Physical Anthropologist
Department of Archaeology and Historic Preservation
PO Box 48343
Olympia, WA 98504-8343
(p) 360-586-3534

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:

POWER METER
POWER POLE
JUNCTION BOX (AS NOTED)
GAS VALVE
WATER VALVE (WV)
WATER METER
SURVEY MONUMENT (AS NOTED)
BENCHMARK
SECTION CORNER (AS NOTED)
FOUND REBAR/CAP (AS NOTED)
CONCRETE
GRAVEL
WATER LINE
GAS LINE
TELEPHONE UNDERGROUND
POWER UNDERGROUND
POWER OVERHEAD
STORM LINE
SANITARY SEWER
CHAIN LINK FENCE
WOOD FENCE
MAJOR CONTOUR
MINOR CONTOUR
BUILDING
EDGE OF ASPHALT

PROPOSED:

ASPHALT
CONCRETE SIDEWALK
CONTOURS
STORM
SEWER
WATER
TOP OF WALL ELEVATION
BOTTOM OF WALL ELEVATION (AT EXPOSED GROUND SURFACE)
SPOT ELEVATION TEXT
LOCK+LOAD WALL
ROCKERY WALL
FENCE
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)

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

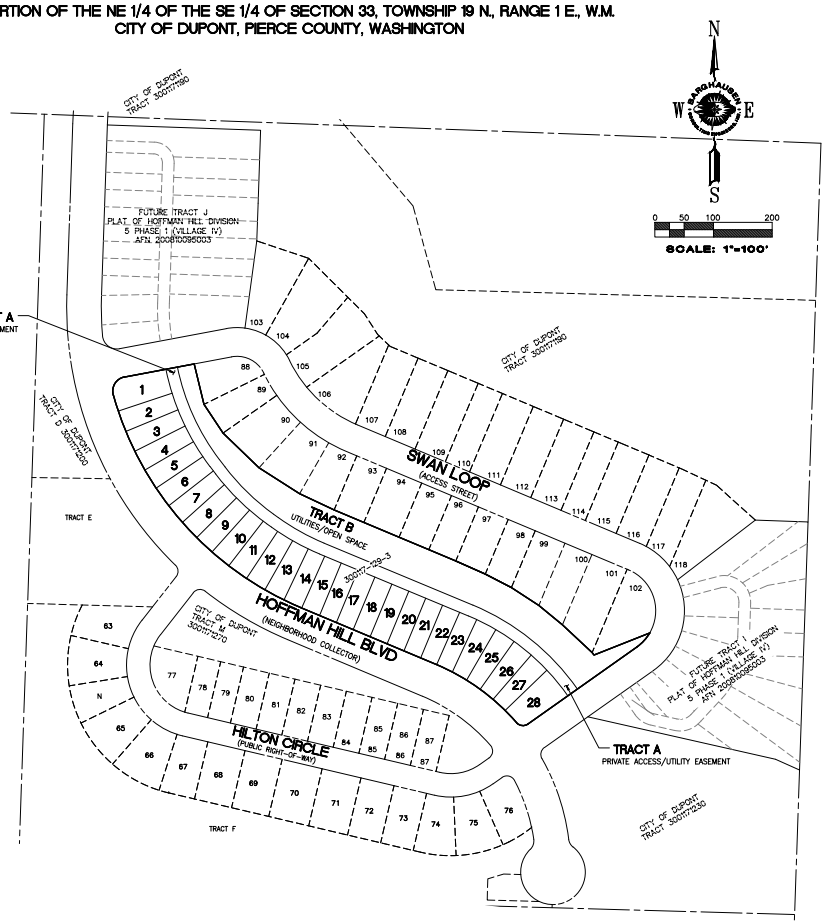
NUMBER OF UNITS: 28

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

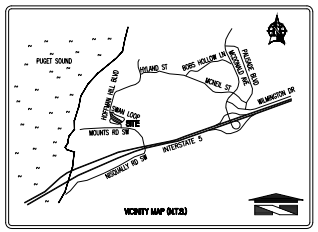


"APPROVED FOR CONSTRUCTION"

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

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

CALL 1-800-424-5555
BEFORE YOU DIG

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.

No.	Date	By	Chk.	Appr.	Revision
3	05/08/18	DAB	BMS	BMS	REVISED PER REVIEW COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	12/12/17	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

STATE OF WASHINGTON BRYAN M. SCHWARTZ 44734 REGISTERED PROFESSIONAL ENGINEER 5/9/18

Scale: Horizontal 1" = 100' Vertical N/A

Designed DAB Drawn DAB Checked BMS Approved BMS Date 5/9/18

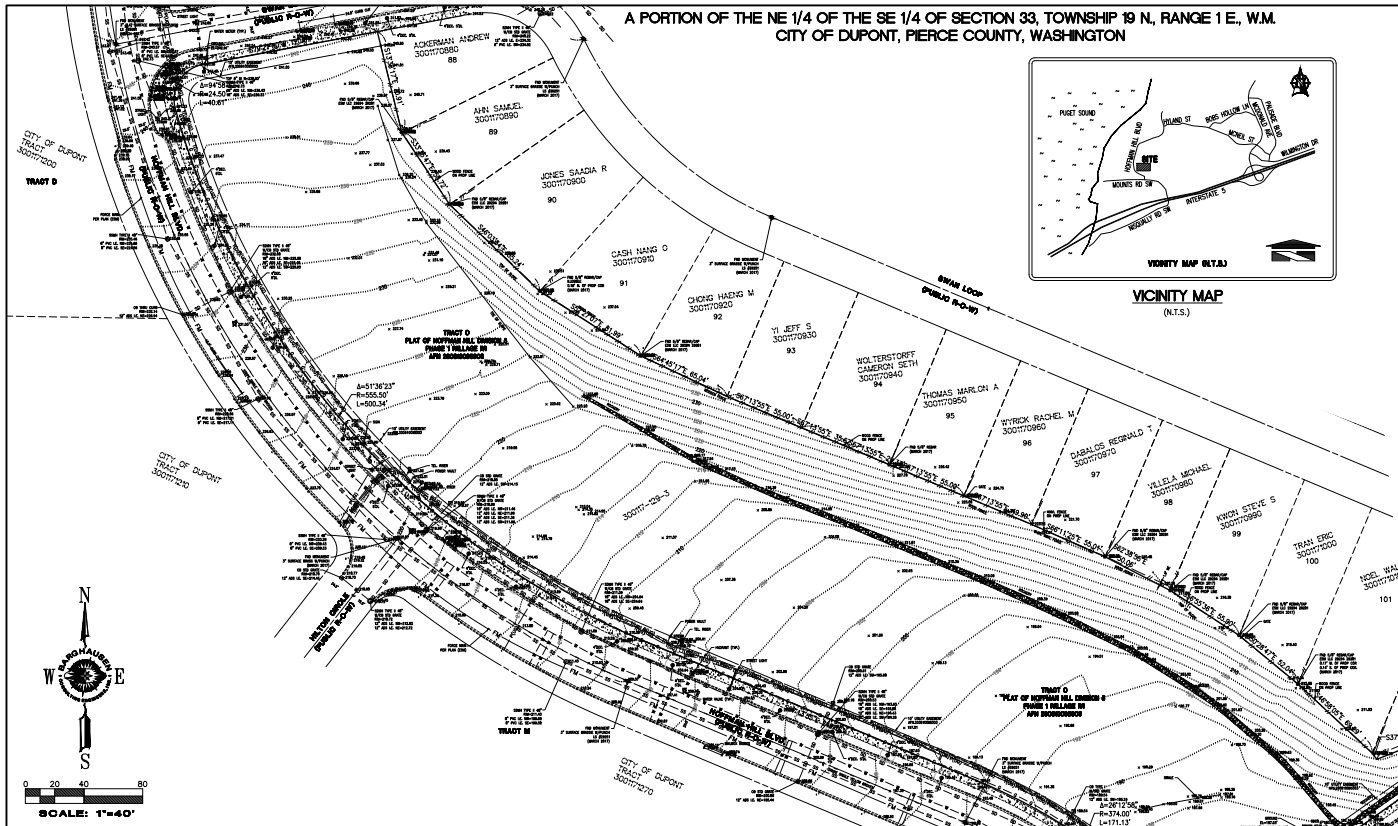
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391 Sheet 1 of 11

File:P:\18000s\18391\engineering\18391-01.dwg Date/Time:5/9/2018 2:55 PM AGUSE

Attachment 1o - Reduced Site Plan Review Set, dated May 9, 2018

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



VICINITY MAP
(N.T.S.)

"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."

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 NUMBER:
300117-129-3

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 SOFTWARE 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: WEYERHAUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: DECEMBER 9, 1991
RECORDING NO.: 911200033
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.: 9403150847
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 CLAIM 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.

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

(RB)	REFERENCE SURVEYS
(OH)	OVERHEAD
(UG)	UNDERGROUND
(TYP)	TYPICAL
(C)	CALCULATED
(M)	MEASURED

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CALL 1-800-424-5555
BEFORE YOU DIG

UTILITY CONFLICT NOTE:
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No.	Date	By	Chkd.	Appr.	Revision
1	05/01/18	DAB	BMS	BMS	REVISED PER REVISED COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	BMS	BMS	SITE PLAN / DESIGN REVIEW SUBMITTAL
3	12/12/17	DAB	BMS	BMS	REVISED PER REVIEW COMMENTS DATED DECEMBER 12, 2017

Title: EXISTING CONDITIONS
HOFFMAN HILL TRACT O

For: LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 660-2200 LennarSeattle@Lennar.com
Everything's Included by LENNAR
Leading homebuilder of new homes

BRYAN M. SCHMAUSEN — STATE OF WASHINGTON — 44734 — REGISTERED PROFESSIONAL ENGINEER — 05/9/18

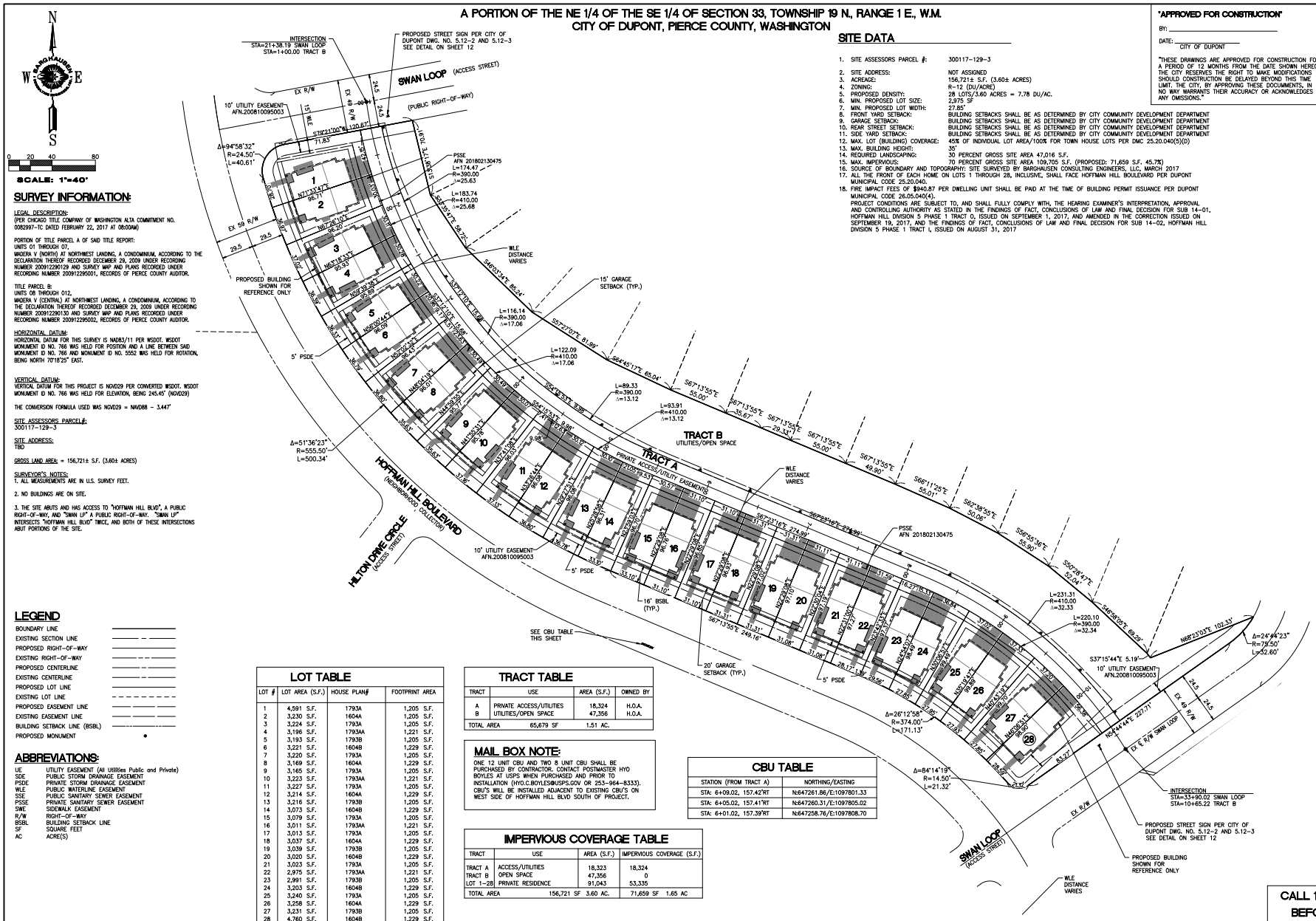
Designed	DAB	Scale: Horizontal	1" = 40'
Drawn	DAB	Vertical	N/A
Checked	BMS		
Approved	BMS		
Date	5/9/18		

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

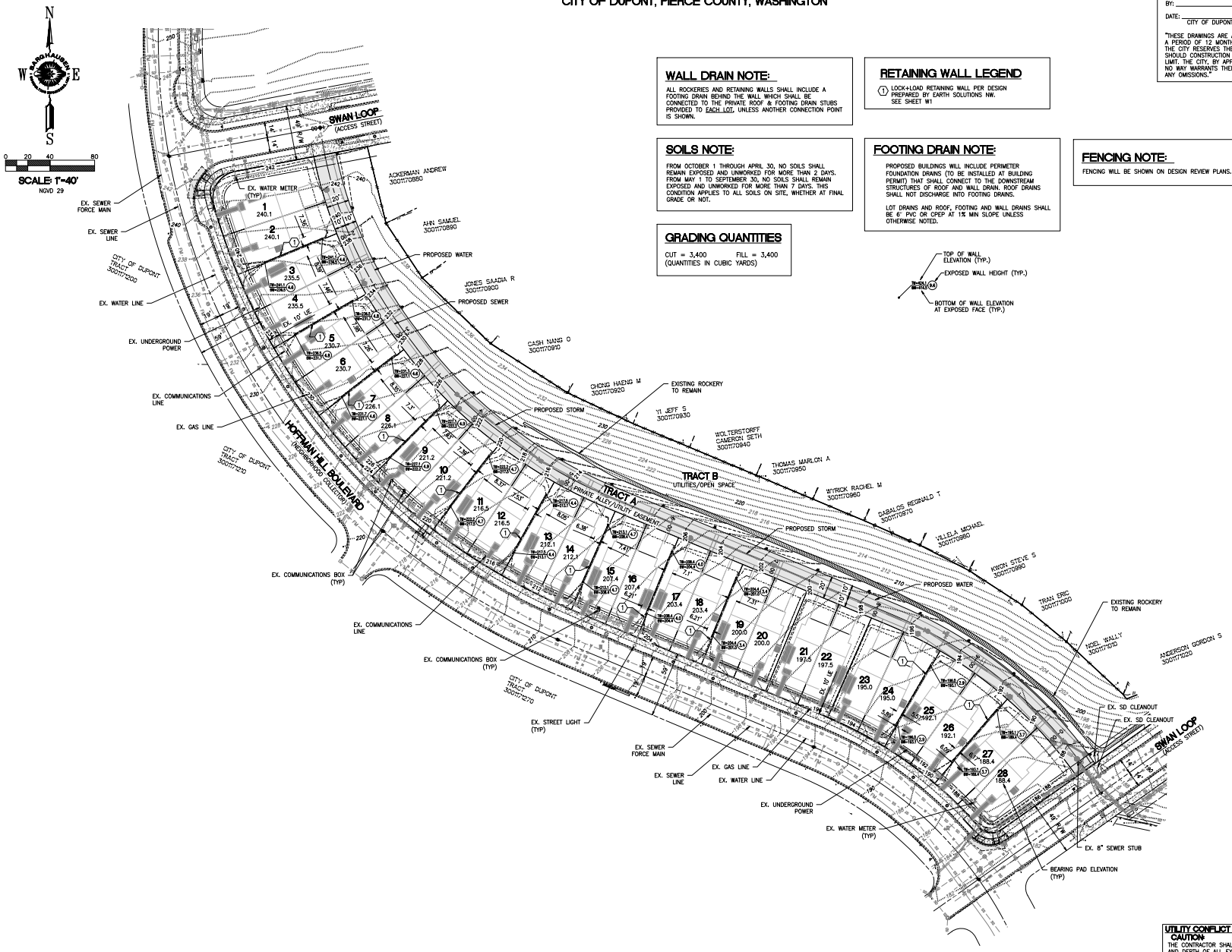
Job Number 18391
Sheet 2 of 11

File:P:\18000s\18391\engineering\18391-es.dwg Date/Time:5/9/2018 2:55 PM AQUISE

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
S
E
W
0 20 40 80
SCALE: 1"=40'
SWAN LOOP (ACCESS STREET)
(PUBLIC RIGHT-OF-WAY)
HOFFMAN HILL BOULEVARD (NEIGHBORHOOD COLLECTOR)
HILTON DRIVE CIRCLE (ACCESS STREET)
TRACT A
PRIVATE ACCESS/UTILITY EASEMENTS
TRACT B
UTILITIES/OPEN SPACE
INTERSECTION STA=21+38.19 SWAN LOOP STA=1+00.00 TRACT B
PROPOSED STREET SIGN PER CITY OF DUPONT DWG. NO. 5.12-2 AND 5.12-3 SEE DETAIL ON SHEET 12
10' UTILITY EASEMENT AFN.200810095003
PSSE AFN 201802130475
15' GARAGE SETBACK (TYP.)
20' GARAGE SETBACK (TYP.)
16' BSBL (TYP.)
5' PSDE
WLE DISTANCE VARIES
PROPOSED BUILDING SHOWN FOR REFERENCE ONLY
SEE CBU TABLE THIS SHEET
INTERSECTION STA=33+90.02 SWAN LOOP STA=10+65.22 TRACT B
PROPOSED STREET SIGN PER CITY OF DUPONT DWG. NO. 5.12-2 AND 5.12-3 SEE DETAIL ON SHEET 12
PROPOSED BUILDING SHOWN FOR REFERENCE ONLY
Δ=94°58'32" R=24.50' L=40.61'
Δ=51°36'23" R=555.50' L=500.34'
Δ=24°44'23" R=75.50' L=32.60'
Δ=26°12'58" R=374.00' L=171.13'
Δ=84°14'19" R=14.50' L=21.32'
L=174.47 R=390.00 Δ=25.63
L=183.74 R=410.00 Δ=25.68
L=116.14 R=390.00 Δ=17.06
L=122.09 R=410.00 Δ=17.06
L=89.33 R=390.00 Δ=13.12
L=93.91 R=410.00 Δ=13.12
L=231.31 R=410.00 Δ=32.33
L=220.10 R=390.00 Δ=32.34
S37°15'44"E 5.19'
N68°23'03"E 102.33'
N64°44'44"E 227.71'
EX 40' R/W
EX 6' R/W SWAN LOOP
EX R/W
EX 59' R/W
EX 60' R/W
24.5
29.5
S39°21'06"W 120.67'
71.85'
S40°03'14"E 85.24'
S67°23'16"E 274.99'
S67°13'55"E 249.16'
S67°13'55"E 55.00'
S67°13'55"E 29.33'
S67°13'55"E 49.90'
S66°11'25"E 25.01'
S62°38'55"E 30.06'
S58°55'16"E 63.90'
S50°28'17"E 32.04'
S46°56'05"E 69.29'
S64°45'17"E 65.04'
S67°27'07"E 81.99'
S67°13'55"E 35.67'
S64°43'33"E 3.98'
S54°13'53"E 8.98'
S54°13'53"E 8.98'
S54°13'53"E 30.37'
S67°23'16"E 274.99'
S67°13'55"E 249.16'
S67°13'55"E 31.08'
S67°13'55"E 28.17'
S67°13'55"E 29.56'
S67°13'55"E 27.85'
S67°13'55"E 27.85'
S67°13'55"E 27.85

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.

GRADING QUANTITIES

CUT = 3,400 FILL = 3,400
(QUANTITIES IN CUBIC YARDS)

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.

TOP OF WALL ELEVATION (TYP.)
EXPOSED WALL HEIGHT (TYP.)
BOTTOM OF WALL ELEVATION AT EXPOSED FACE (TYP.)

"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."

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1	12/12/17	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) 660-2200 LennarSeattle@Lennar.com
Everything's Included by LENNAR
Leading homebuilder of new homes

BRYAN M. SCHWARTZ — STATE OF WASHINGTON — 44734 — REGISTERED PROFESSIONAL ENGINEER — 5/9/18

Designed DAB
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18
Scale: Horizontal 1" = 40' Vertical N/A

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Job Number 18391
Sheet 4 of 11

CALL 1-800-424-5555
BEFORE YOU DIG

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File:P:\18000s\18391\engineering\18391-g1.dwg Date/Time:5/9/2018 2:53 PM AQUSE

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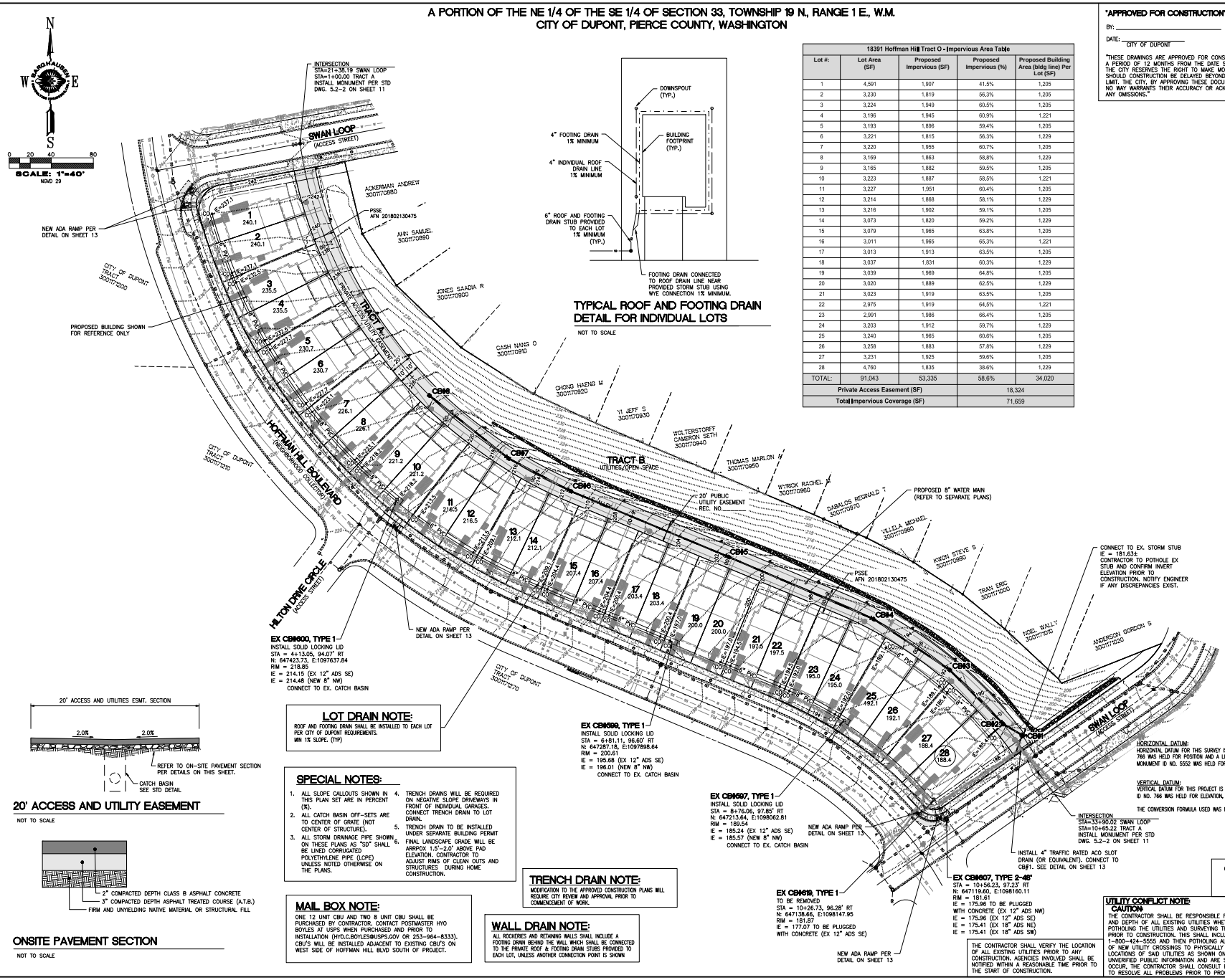
CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



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	

"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."

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1	12/12/17	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) 660-2200 LennarSeattle@Lennar.com
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Leading homebuilder of new homes

BRYAN M. SCHAFER — STATE OF WASHINGTON — 44733 — REGISTERED PROFESSIONAL ENGINEER — 5/9/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed DAB Drawn DAB Checked BMS Approved BMS Date 5/9/18

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(425)251-6222
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CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391 Sheet 5 of 11

File:P:\18000s\18391\engineering\18391-11.dwg Date/Time:5/9/2018 2:53 PM ADUSE

20' ACCESS AND UTILITY EASEMENT

NOT TO SCALE

ONSITE PAVEMENT SECTION

NOT TO SCALE

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.

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.

TRENCH DRAIN NOTE:

MODIFICATION TO THE APPROVED CONSTRUCTION PLANS WILL REQUIRE CITY REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.

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

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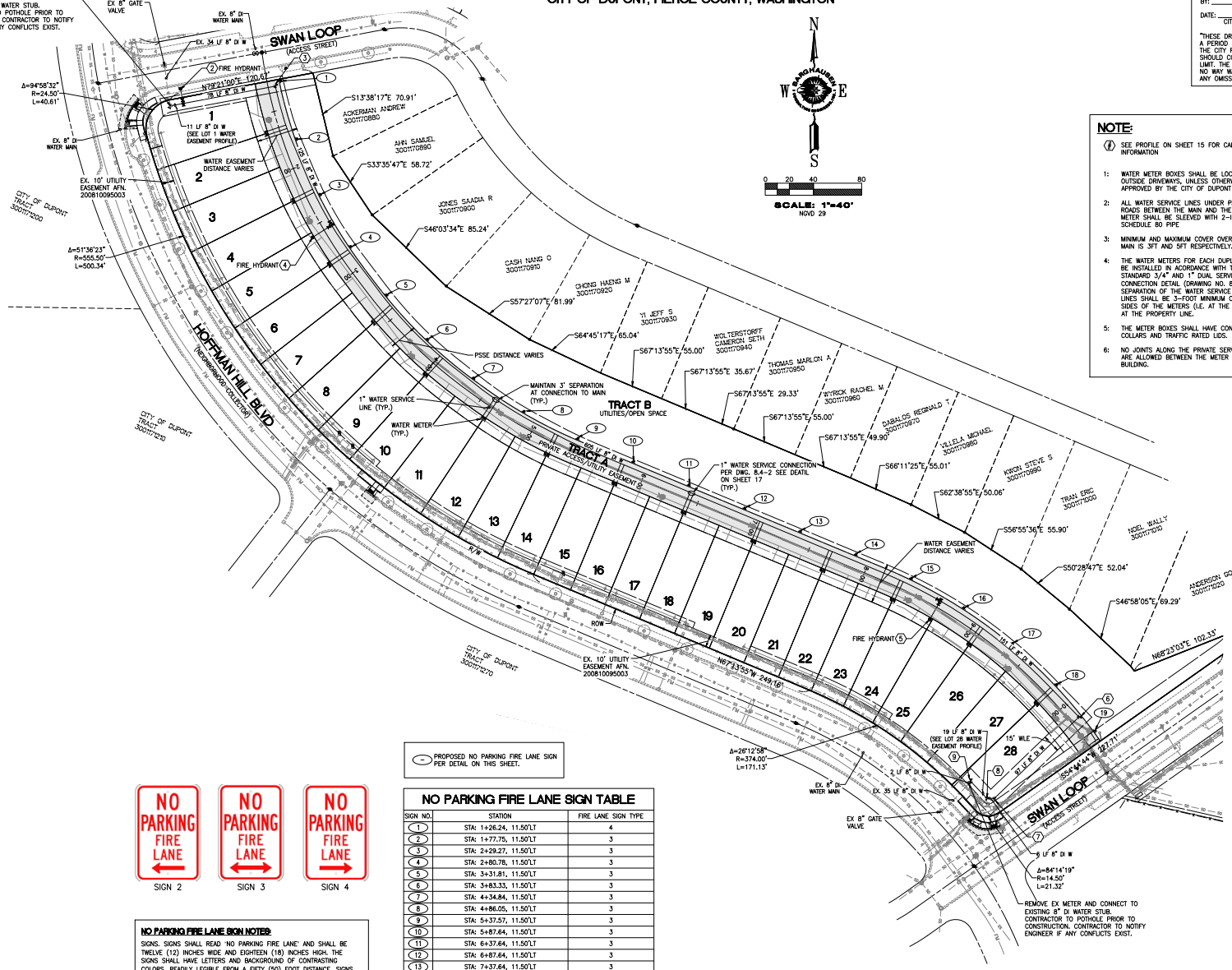
CATCH BASIN TABLE
CB#1, TYPE 2-48" W/SOLID LOCKING LID STA = 10+28.90, -7.67 LT RIM = 187.51 IE=181.64 (12" NW) IE=181.64 (12" SE) IE=183.64 (4" S)
CB#2, TYPE 1 W/STANDARD GRATE STA = 10+09.38, 0.00 RIM = 188.16 IE=184.15 (12" NW) IE=184.48 (8" SW) IE=184.15 (12" SE)
CB#3, TYPE 1 W/STANDARD GRATE STA = 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#606, TYPE 2-48" STA = 10+51.78, -6.67 LT RIM = 186.71 IE=181.40 (12" NW) IE=181.90 (6" N)

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 E
S

0 20 40 80
SCALE: 1"=40'
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."

NOTE:

1 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.	Date	By	Chk.	Appr.	Revision
3	05/08/18	DAB	BMS	BMS	REVISED PER REVIEW COMMENTS DATED MAY 01, 2018
2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVIEW SUBMITTAL
1	12/12/17	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) 660-2200 LennarSeattle@Lennar.com
Everything's Included by LENNAR
Leading homebuilder of new homes

BRYAN M. SCHWARTZ — STATE OF WASHINGTON — 44734 — REGISTERED PROFESSIONAL ENGINEER — 5/9/18

Scale: Horizontal 1" = 40'; Vertical N/A

Designed DAB; Drawn DAB; Checked BMS; Approved BMS; Date 5/9/18

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 6 of 11

File:P:\18000s\18391\engineering\18391-W1.dwg Date/Time:5/9/2018 2:52 PM AQUSE

PROPOSED NO PARKING FIRE LANE SIGN PER DETAIL ON THIS SHEET.

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

NO PARKING FIRE LANE — SIGN 2

NO PARKING FIRE LANE — SIGN 3

NO PARKING FIRE LANE — 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.

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:
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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.
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.

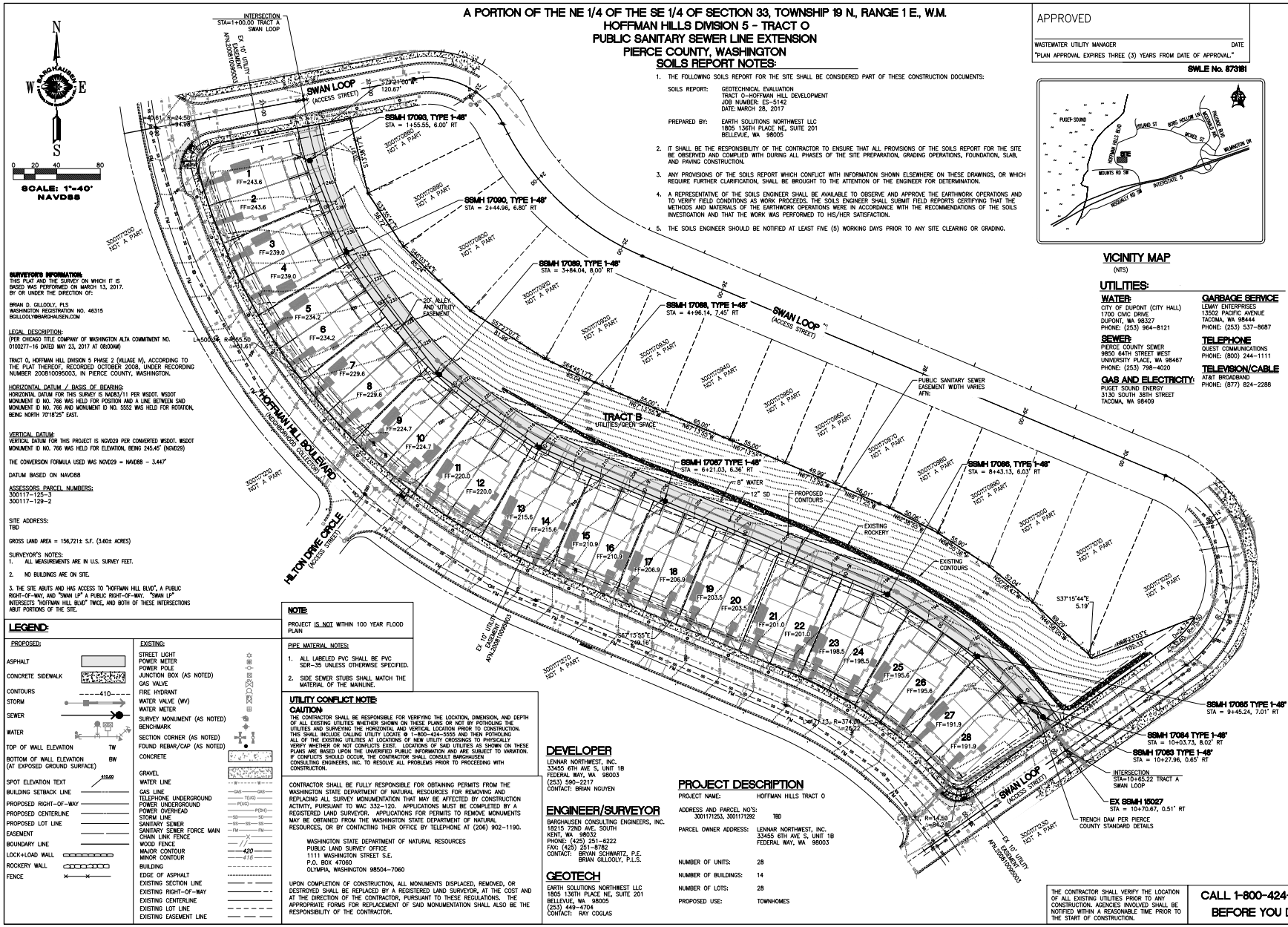
APPROVED

WASTEWATER UTILITY MANAGER DATE

"PLAN APPROVAL EXPIRES THREE (3) YEARS FROM DATE OF APPROVAL."

SWLE No. 873181

VICINITY MAP
(NTS)



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
- GAS LINE
- TELEPHONE UNDERGROUND
- POWER UNDERGROUND
- POWER OVERHEAD
- STORM LINE
- SANITARY SEWER
- SANITARY SEWER FORCE MAIN
- 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

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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 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

BRYAN M. SCHWARTZ
STATE OF WASHINGTON
44733
REGISTERED PROFESSIONAL ENGINEER
5/9/18

Scale: Horizontal 1"=40' Vertical N/A

Designed BMS
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

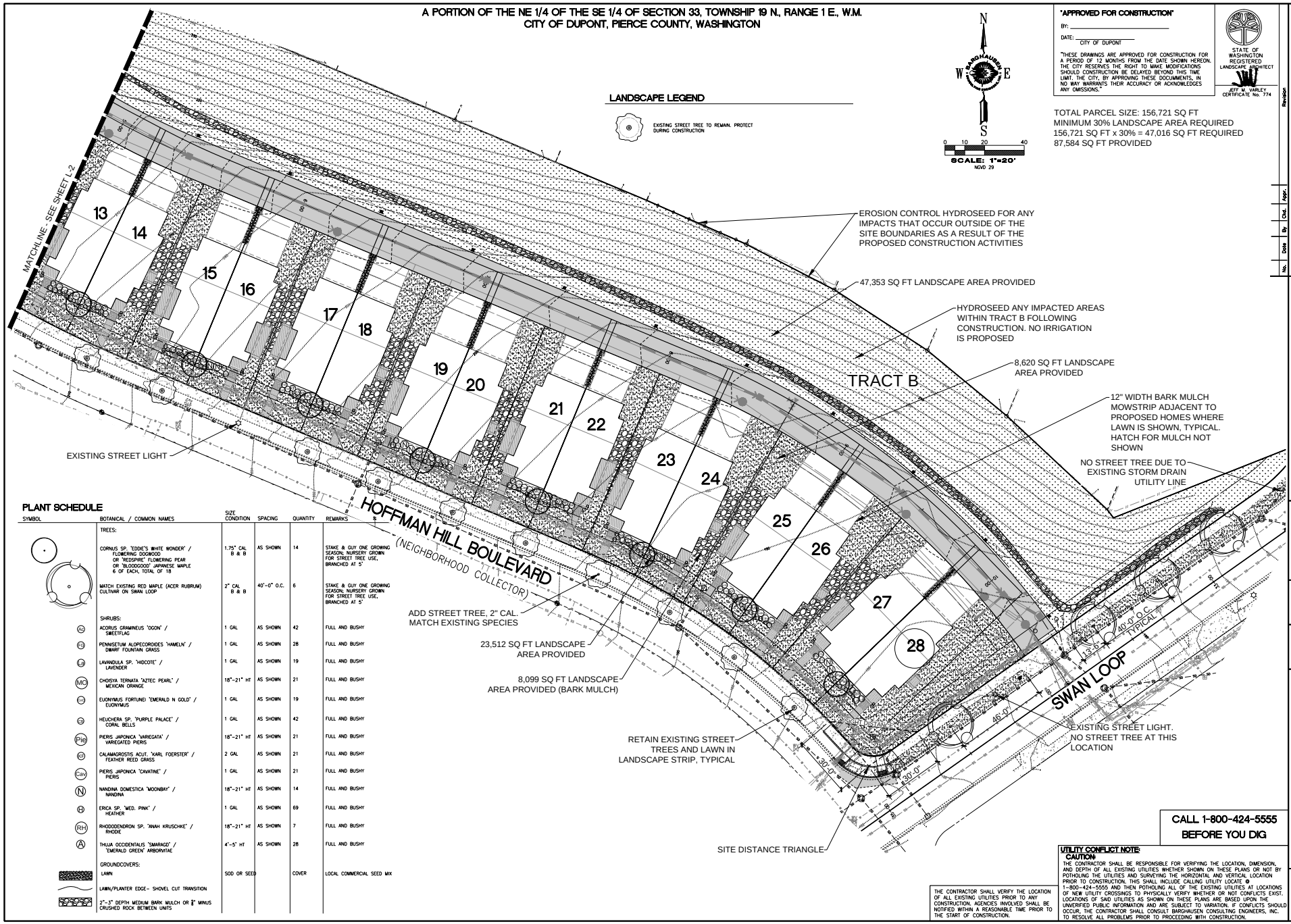
BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425) 251-6222
(425) 251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391

Sheet 7 of 11

File:P:\18000s\18391\engineering\18391-S1.dwg Date/Time:5/9/2018 2:52 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



LANDSCAPE LEGEND

EXISTING STREET TREE TO REMAIN. PROTECT DURING CONSTRUCTION

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'
	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
Fe	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
MC	CHOISYA TERNATA 'AZTEC PEARL' / MEXICAN ORANGE	18"-21" HT	AS SHOWN	21	FULL AND BUSHY
Ef	EUONYMUS FORTUNEI 'EMERALD N GOLD' / EUONYMUS	1 GAL	AS SHOWN	19	FULL AND BUSHY
Sp	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 3/4" MINUS CRUSHED ROCK BETWEEN UNITS				

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CALL 1-800-424-5555
BEFORE YOU DIG

"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
CERTIFICATE No. 774

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

No.	Date	By	Chk.	Appr.	Revision

Title: LANDSCAPE PLAN
HOFFMAN HILL TRACT O

For: LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 960-2200 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

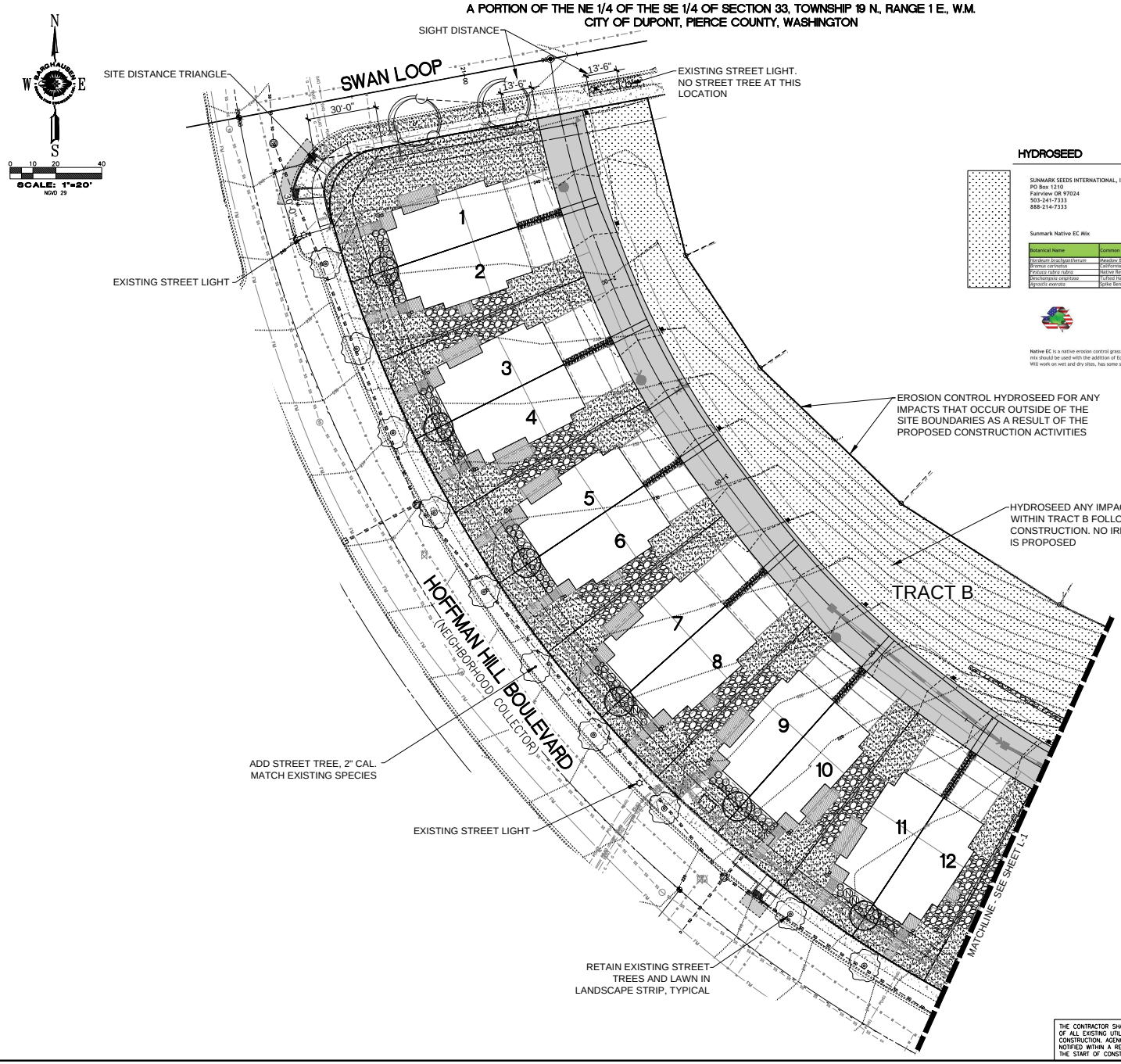
Scale: Horizontal 1" = 20' Vertical N/A
Designed JMV
Drawn JMV
Checked JMV
Approved BHS
Date 3/9/18

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 L-1 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:3/9/2018 3:41 PM BSNYDER

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



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BY: _____

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"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
CERTIFICATE No. 774

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	10.95%	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%	10000	500,000	30.95%	8.71	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	23.04%	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 Ecoloxe™ organics with mycherritze. 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	Chk.	Appr.	Revision

Title: LANDSCAPE PLAN
HOFFMAN HILL TRACT O

For: LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 960-2200 LennarSeattle@Lennar.com
Everything's Included by LENNAR
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Scale: Horizontal 1" = 20' Vertical N/A

Designed JMV
Drawn JMV
Checked JMV
Approved BHS
Date 3/9/18

BARGHAUSEN CONSULTING ENGINEERS
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 L-2 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:3/9/2018 3:42 PM BSNYDER

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
CERTIFICATE No. 774

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 AMALYTICAL & CONSULTING INC. RAVENSDALE WA, TEL: 253-653-5770 OR, EQUIVALENT TESTING LABORATORY, FOR TEST #405-2. SUBMIT RESULTS TO LANDSCAPE ARCHITECT FOR REVIEW. TESTS TO INCLUDE FERTILITY AND SUITABILITY ANALYSES 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.
C) 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 4 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 WEAR 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.

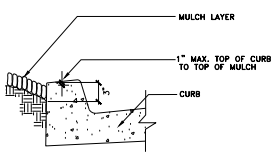
GROUNDCOVERS:
EXCAVATE PITS TO A MINIMUM OF 3 INCHES BELOW, AND TWICE THE ROOT BALL DIAMETER. WATER THOROUGHLY AND TAKE CARE TO ENSURE THAT ROOT CROWN IS AT PROPER GRADE, AS DETAILED.

MULCH:
MULCH ALL LANDSCAPE AREAS NOT COVERED BY LAWN AND/OR SEED. APPLY SUFFICIENT QUANTITY TO PROVIDE A 2-INCH DEPTH.

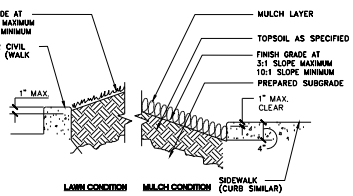
UTILITY CLEARANCES:
FIELD ADJUST PLANT LOCATIONS FOR 8-FOOT SEPARATION OF TREES/SHRUBS AND 2-FOOT SEPARATION FOR GROUNDCOVER FROM FIRE HYDRANTS AND UTILITY VAULTS.

CLEANUP AND PROTECTION:
DURING LANDSCAPE WORK, KEEP ALL PAVEMENT CLEAN AND WORK AREAS IN AM 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.



MULCH AT CURB DETAIL
NOT TO SCALE



PLANTER SECTION DETAIL
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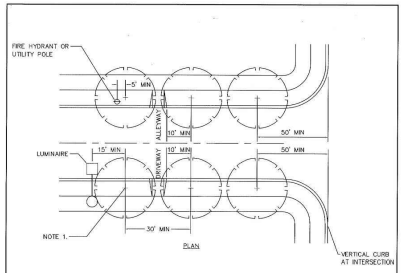
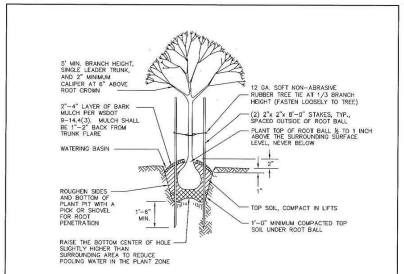


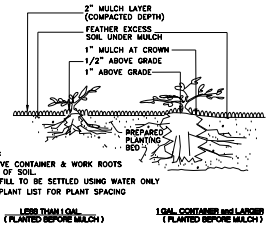
GENERAL NOTES:
1. TREES SHALL GENERALLY BE PLANTED IN THE CENTER OF THE PLANTING STRIPS.
2. TREES SHALL BE STAKED IN A MANNER NOT TO OBSTRUCT SIDEWALK TRAFFIC.
3. IN CASE OF BLOCK-OUTS, MIN. CLEAR SIDEWALK WIDTH SHALL BE 5 FEET IN RESIDENTIAL OR 8 FEET IN BUSINESS DISTRICTS.
4. TREES SHALL BE PLANTED 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 9/21/11 DATE			DWG. NO. 5.7-1
DATE: 9/11	DRWN: L.G.	CHKD: T.N.	SCALE: NO SCALE



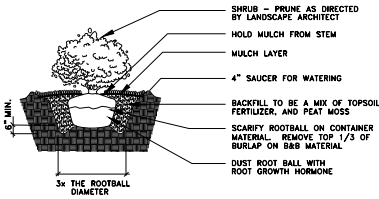
GENERAL NOTES:
1. PLANT ALL TREES ONE INCH HIGHER THAN LEVEL AT WHICH GROWN IN NURSERY.
2. TAKE CARE TO AVOID ROOTS WITH STAKES.
3. PLANT PIT SHALL BE AT LEAST 2 TIMES THE WIDTH OF THE ROOT BALL, BUT SHALL BE ONLY AS DEEP AS THE ROOT BALL.
4. ROOT BARRIER SHALL BE INSTALLED A MINIMUM OF 5' EACH SIDE 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 WOOR. 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 9/21/11 DATE			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

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

CALL 1-800-424-5555
BEFORE YOU DIG

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.

No.	Date	By	Chkd.	Appr.	Revision

Title: LANDSCAPE NOTES AND DETAILS

HOFFMAN HILL TRACT O

For: LENNAR®
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Leading homebuilder of new homes

Scale: Horizontal N/A Vertical N/A

Designed JMV
Drawn JMV
Checked JMV
Approved BHS
Date 3/9/18

BARGHAUSEN CONSULTING ENGINEERS
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CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Job Number 18391

Sheet L-3 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:9/7/2018 3:43 PM BSNYDER

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.

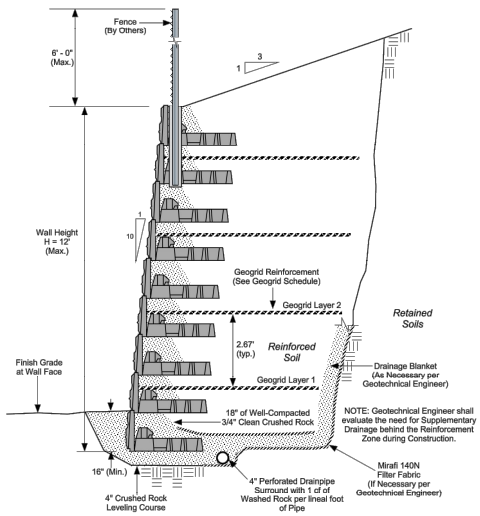
L. Reinforced and Retained Backfill shall be compacted to 95% of the maximum density as determined by ASTM D1557 (Modified Proctor) or equivalent. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be at (or slightly 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

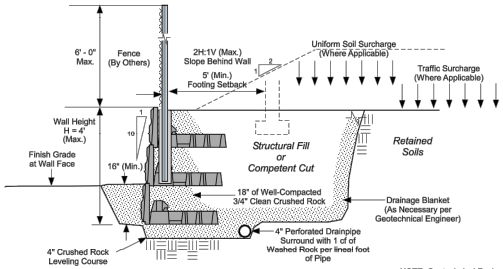
NOT - TO - SCALE

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

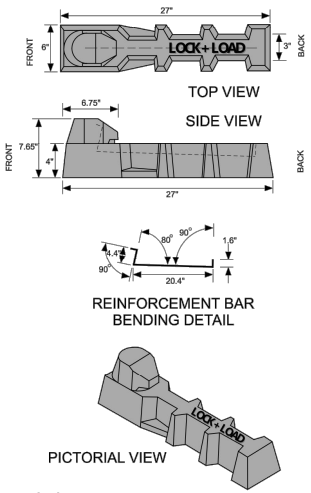
1. Wall alignments and heights to be established by Contractor / Surveyor.
2. Geotechnical Engineer to confirm Keyway stability, support characteristics, and overall global stability prior to construction.



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

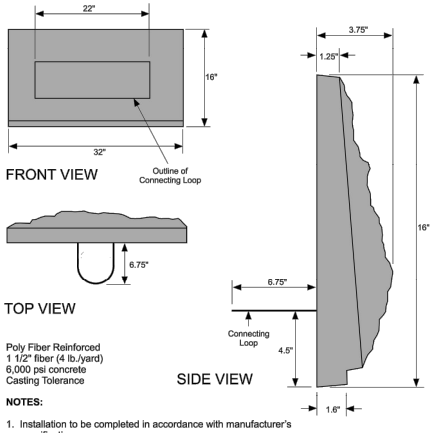


NOTES:

1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale from drawings.

LOCK & LOAD COUNTERFORT

NOT - TO - SCALE



Poly Fiber Reinforced
1 1/2" fiber (4 lb./yard)
6,000 psi concrete
Casting Tolerance

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

Date	Revisions

Proj. No.	5142
Date	05/02/2017
Drwn. By	MRS
Checked By	BST

Sheet No.
Sheet W1 of 11

P:\18000s\18391\engineering\18391-EARTH SOLUTIONS NW WALL.dwg 4/26/2018 10:47 AM AQUSE

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:

POWER METER
POWER POLE
JUNCTION BOX (AS NOTED)
GAS VALVE
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 —
CHAIN LINK FENCE — X —
WOOD FENCE — // —
MAJOR CONTOUR — 420 —
MINOR CONTOUR — 416 —
BUILDING
EDGE OF ASPHALT

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
LOCK+LOAD WALL
ROCKERY WALL
FENCE
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)

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

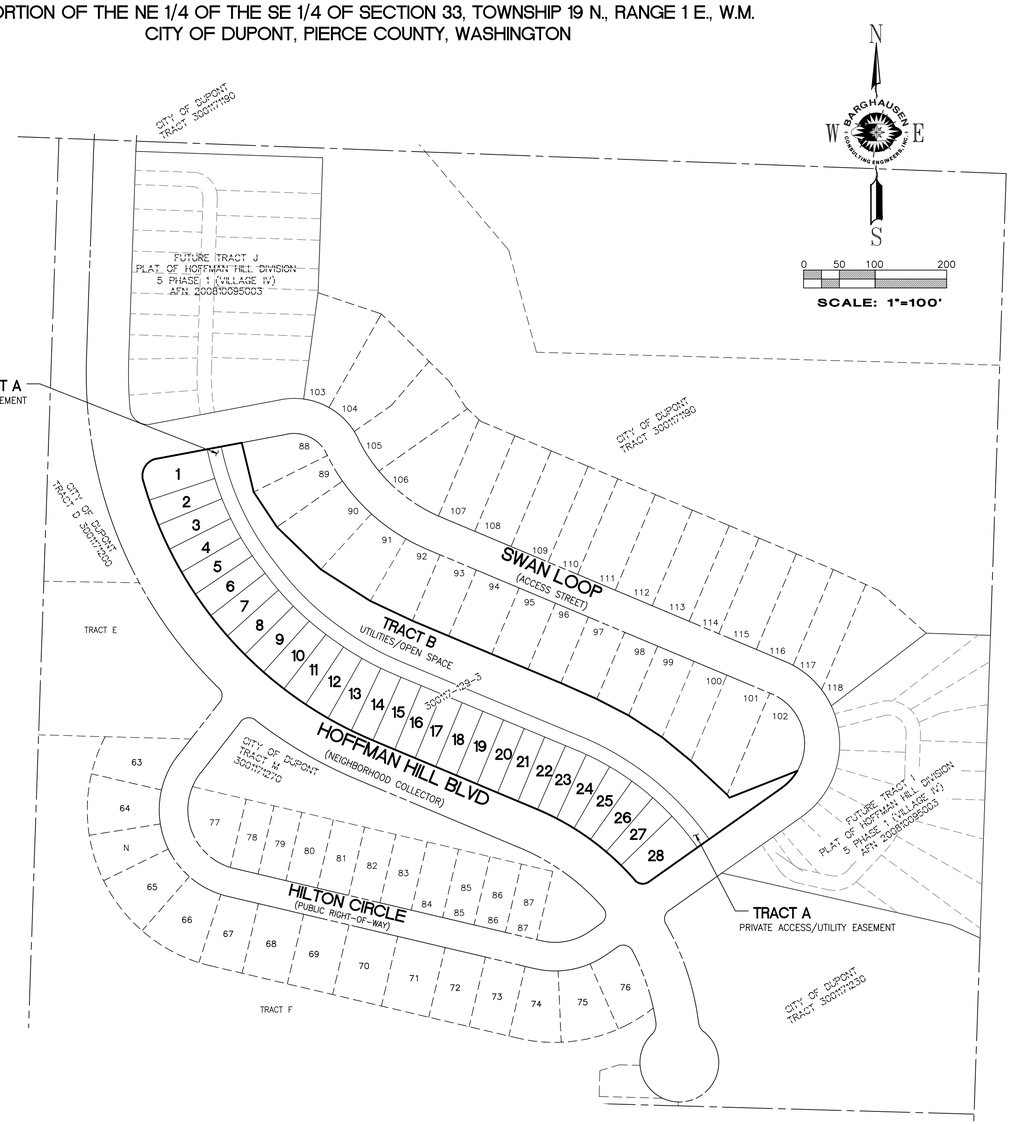
TELEPHONE
QUEST COMMUNICATIONS
PHONE: (800) 244-1111

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



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DATE: _____
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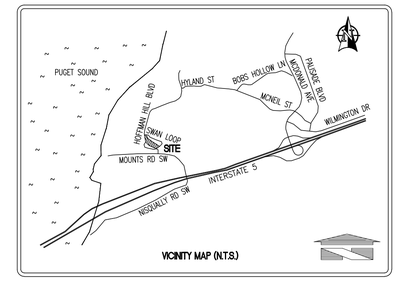


VICINITY MAP (N.T.S.)

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

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:

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.

NOTE

COLLECTION BOX UNIT (CBU) MAILBOX LOCATIONS AS SHOWN ON THESE DRAWINGS HAVE BEEN COORDINATED WITH THE SERVING POST OFFICE AT DUPONT, WASHINGTON

Attachment 1p -Original Sized Site Plan Review Set that includes Cover Letter, Existing Conditions Plan, Horizontal Control Plan, Grading and Retaining Wall Plan, Road and Storm Plan, Water Plan, Sewer Plan, Landscape Plans, and Wall Design Plans dated May 8 and 9, 2018

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.

No.	Date	By	Ckd.	Appr.	Revision
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
44733
REGISTERED PROFESSIONAL ENGINEER
5/9/18

Scale: Horizontal 1" = 100' Vertical N/A

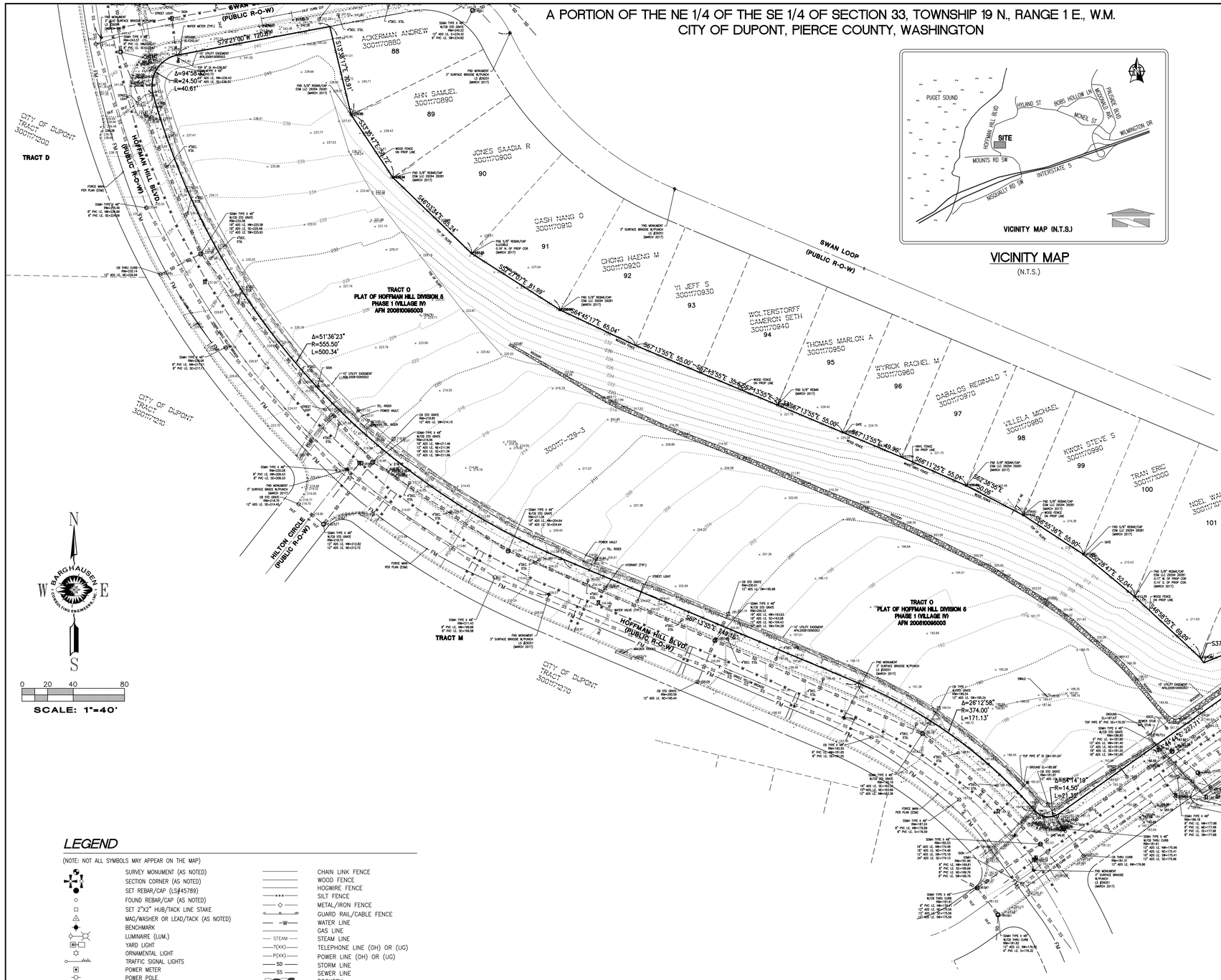
Designed DAB
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

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 1 of 11

File:P:\18000s\18391\engineering\18391-e1.dwg Date/Time:5/9/2018 2:55 PM ACUSE

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)
HILTON CIRCLE (PUBLIC R-O-W)
CITY OF DUPONT TRACT 300117200
TRACT D
CITY OF DUPONT TRACT 300117210
CITY OF DUPONT TRACT 300117270
TRACT M
TRACT O
PLAT OF HOFFMAN HILL DIVISION 6
PHASE 1 (VILLAGE IV)
AFN 200810096003
ACKERMAN ANDREW 300117080 88
AIN SAMUEL 300117089 89
JONES SAADIA R 300117090 90
CASH NANG O 300117091 91
CHONG HAENG M 300117092 92
YI JEFF S 300117093 93
WOLTERSTORFF CAMERON SETH 300117094 94
THOMAS MARLON A 300117095 95
WYRICK RACHEL M 300117096 96
DABALOS REGINALD T 300117097 97
VILLELA MICHAEL 300117098 98
KWON STEVE S 300117099 99
TRAN ERIC 300117000 100
NOEL WALLY 300117010 101
300117-129-3
Δ=94°58'38" 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'
Δ=8°54'19" R=14.50' L=2.25'
S77°21'00"W 120.47'
S13°38'17"E 70.91'
S13°38'17"E 28.72'
S40°03'42"E 85.24'
S37°21'07"E 81.99'
S64°45'17"E 65.04'
S67°13'55"E 55.00'
S67°13'55"E 49.99'
S66°11'25"E 55.04'
S62°38'35"E 50.04'
S60°05'16"E 55.90'
S62°29'47"E 52.04'
S62°38'05"E 59.20'
S37°15'44"E 227.31'
S67°13'55"E 749.16'
S67°13'55"E 55.00'
S67°13'55"E 35.62'
S67°13'55"E 28.38'
S67°13'55"E 55.00'
S67°13'55"E 49.99'
S67°13'55"E 55.00

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 E
S

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

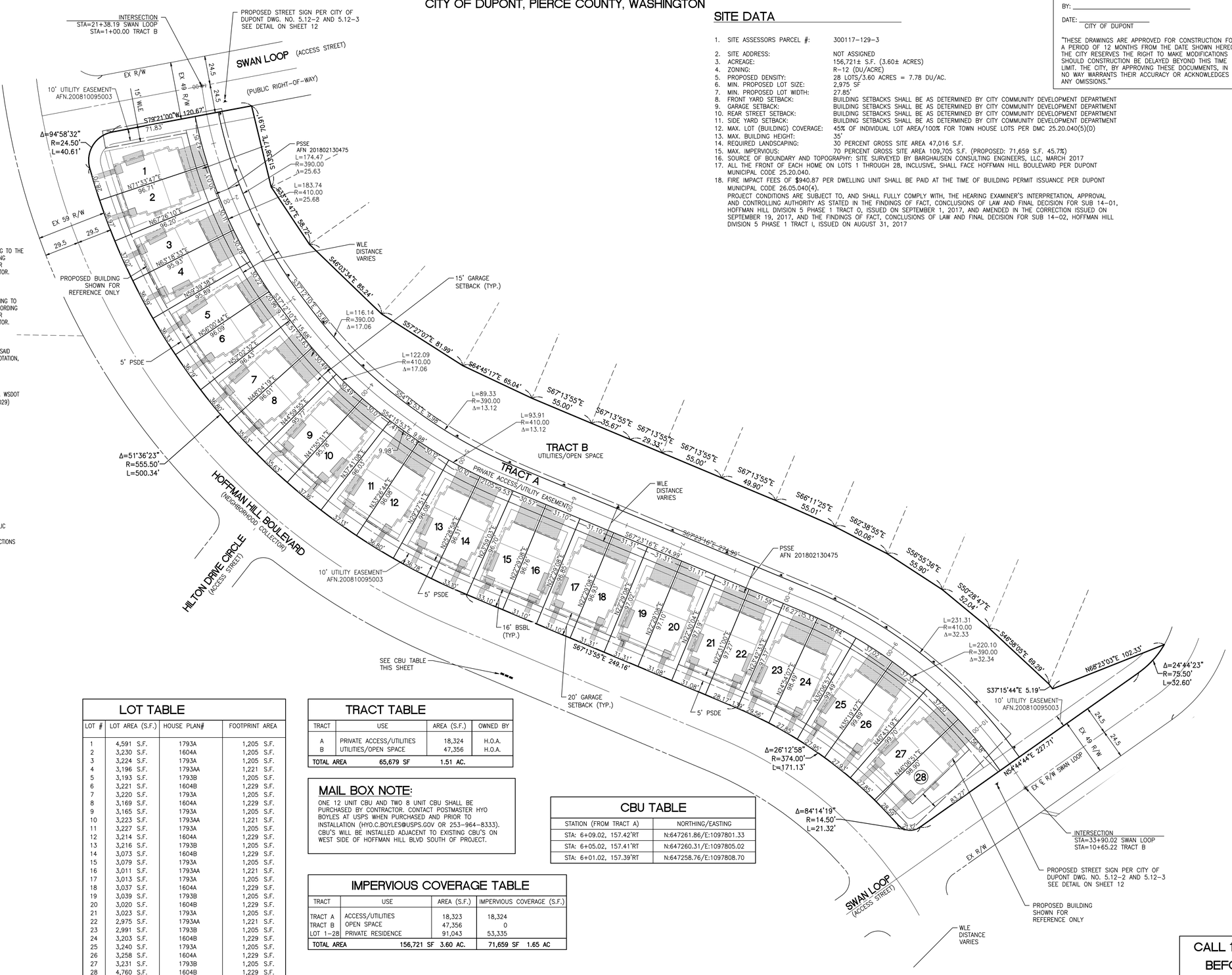
SITE ADDRESS:
TBD

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.



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: BUILDING SETBACKS SHALL BE AS DETERMINED BY CITY COMMUNITY DEVELOPMENT DEPARTMENT
9. GARAGE SETBACK: BUILDING SETBACKS SHALL BE AS DETERMINED BY CITY COMMUNITY DEVELOPMENT DEPARTMENT
10. REAR STREET SETBACK: BUILDING SETBACKS SHALL BE AS DETERMINED BY CITY COMMUNITY DEVELOPMENT DEPARTMENT
11. SIDE YARD SETBACK: BUILDING SETBACKS SHALL BE AS DETERMINED BY CITY COMMUNITY DEVELOPMENT DEPARTMENT
12. MAX. LOT (BUILDING) COVERAGE: 45% OF INDIVIDUAL LOT AREA/100% FOR TOWN HOUSE LOTS PER DMC 25.20.040(5)(D)
13. MAX. BUILDING HEIGHT: 35'
14. REQUIRED LANDSCAPING: 30 PERCENT GROSS SITE AREA 47,016 S.F.
15. MAX. IMPERVIOUS: 70 PERCENT GROSS SITE AREA 109,705 S.F. (PROPOSED: 71,659 S.F. 45.7%)
16. SOURCE OF BOUNDARY AND TOPOGRAPHY: SITE SURVEYED BY BARGHAUSEN CONSULTING ENGINEERS, LLC, MARCH 2017
17. ALL THE FRONT OF EACH HOME ON LOTS 1 THROUGH 28, INCLUSIVE, SHALL FACE HOFFMAN HILL BOULEVARD PER DUPONT MUNICIPAL CODE 25.20.040.
18. 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

"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 DOCUMMENTS, IN NO WAY WARRANTS THEIR ACCURACY OR ACKNOWLEDGES ANY OMISSIONS."

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)

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

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:
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CALL 1-800-424-5555 BEFORE YOU DIG

No.	Date	By	Ckd.	Appr.	Revision
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 REVEW 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

BRYAN M. SCHMITZ STATE OF WASHINGTON 44733 REGISTERED PROFESSIONAL ENGINEER 5/9/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed DAB
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

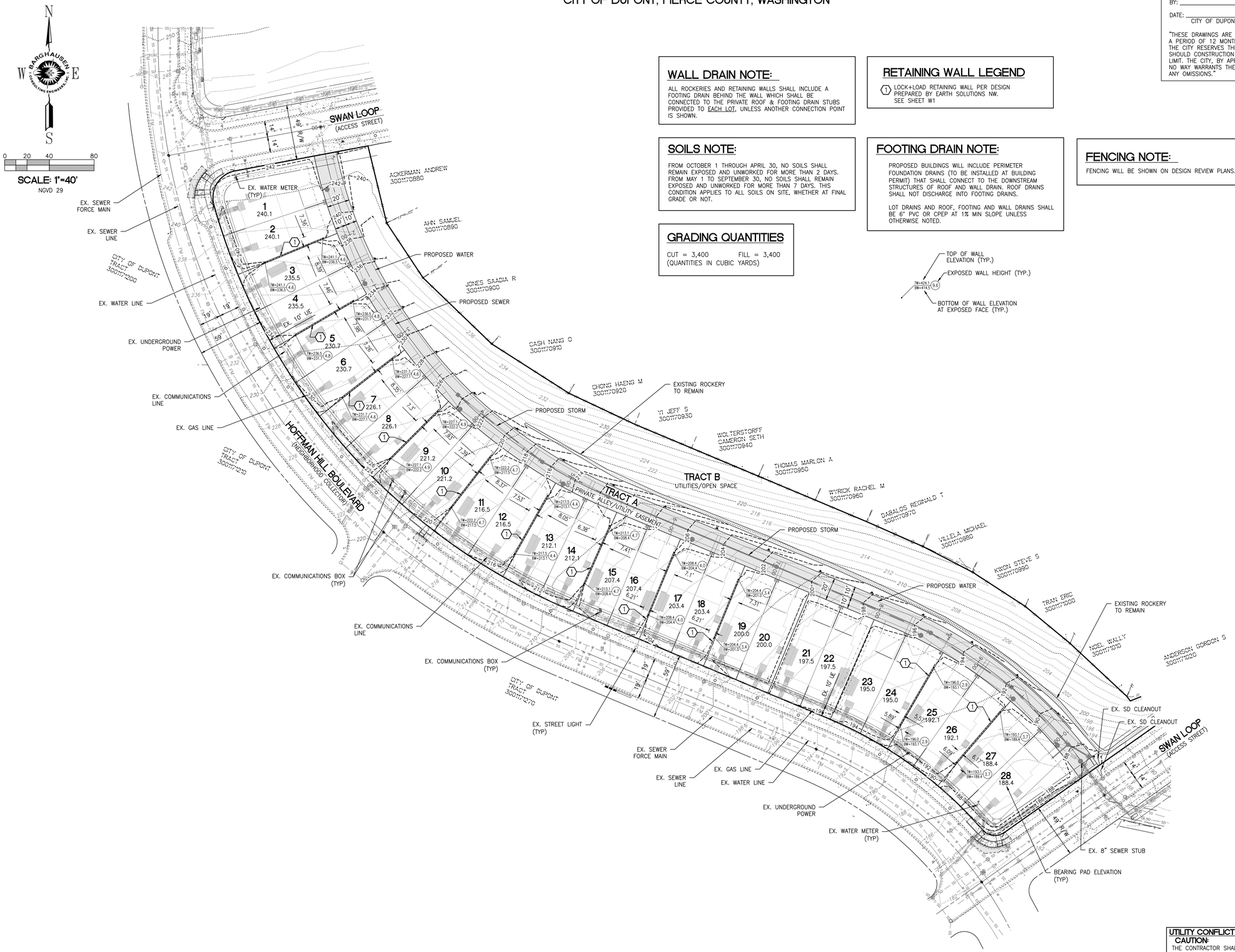
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391
Sheet 3 of 11

File:P:\18000s\18391\engineering\18391-H11-O.dwg Date/Time:5/9/2018 2:54 PM AKUSE

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)

TW=424.1 / BW=414.1 — 0.6
- TOP OF WALL ELEVATION (TYP.)
- EXPOSED WALL HEIGHT (TYP.)
- BOTTOM OF WALL ELEVATION AT EXPOSED FACE (TYP.)

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No.	Date	By	Ckd.	Appr.	Revision
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 REVEW 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

BRYAN M. SCHMIDT — STATE OF WASHINGTON — 44733 — REGISTERED PROFESSIONAL ENGINEER — 5/9/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed DAB
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
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BEFORE YOU DIG

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File:P:\18000s\18391\engineering\18391-g1.dwg Date/Time:5/9/2018 2:53 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.
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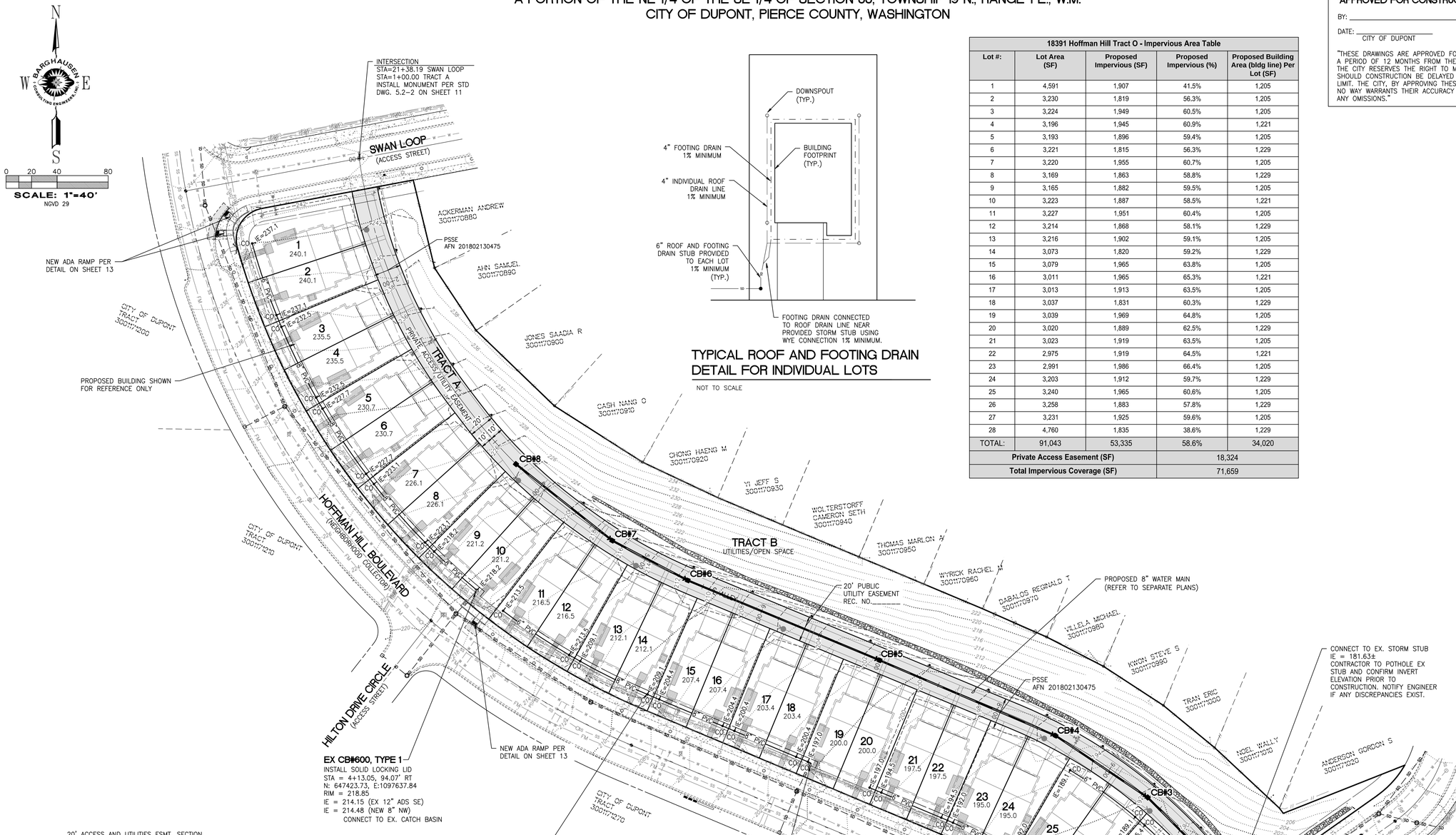

TYPICAL ROOF AND FOOTING DRAIN DETAIL FOR INDIVIDUAL LOTS

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	

"APPROVED FOR CONSTRUCTION"

BY: _____

DATE: _____
CITY OF DUPONT

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2	04/26/18	DAB	DAB	BMS	SITE PLAN/DESIGN REVEW 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

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 = 186.71 IE=181.40 (12" NW) IE=181.90 (6" N)

For: LENNAR®
33455 6th Ave S, Unit 1-B, Federal Way, WA 98003
(253) 590-2200 LennarSeattle@Lennar.com
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Leading homebuilder of new homes

BRYAN M. SCHMITZ STATE OF WASHINGTON 44733 REGISTERED PROFESSIONAL ENGINEER 5/9/18

Scale: Horizontal 1" = 40' Vertical N/A

Designed DAB Drawn DAB Checked BMS Approved BMS Date 5/9/18

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 5 of 11

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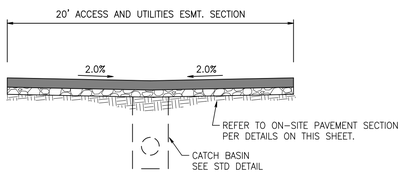
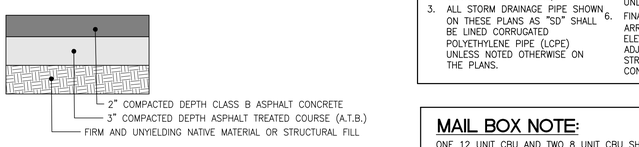


20' ACCESS AND UTILITY EASEMENT

NOT TO SCALE



ONSITE PAVEMENT SECTION

NOT TO SCALE

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

LOT DRAIN NOTE:

ROOF AND FOOTING DRAIN SHALL BE INSTALLED TO EACH LOT PER CITY OF DUPONT REQUIREMENTS.
MIN 1% SLOPE. (TYP)

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)

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.

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.

TRENCH DRAIN NOTE:

MODIFICATION TO THE APPROVED CONSTRUCTION PLANS WILL REQUIRE CITY REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK.

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

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.

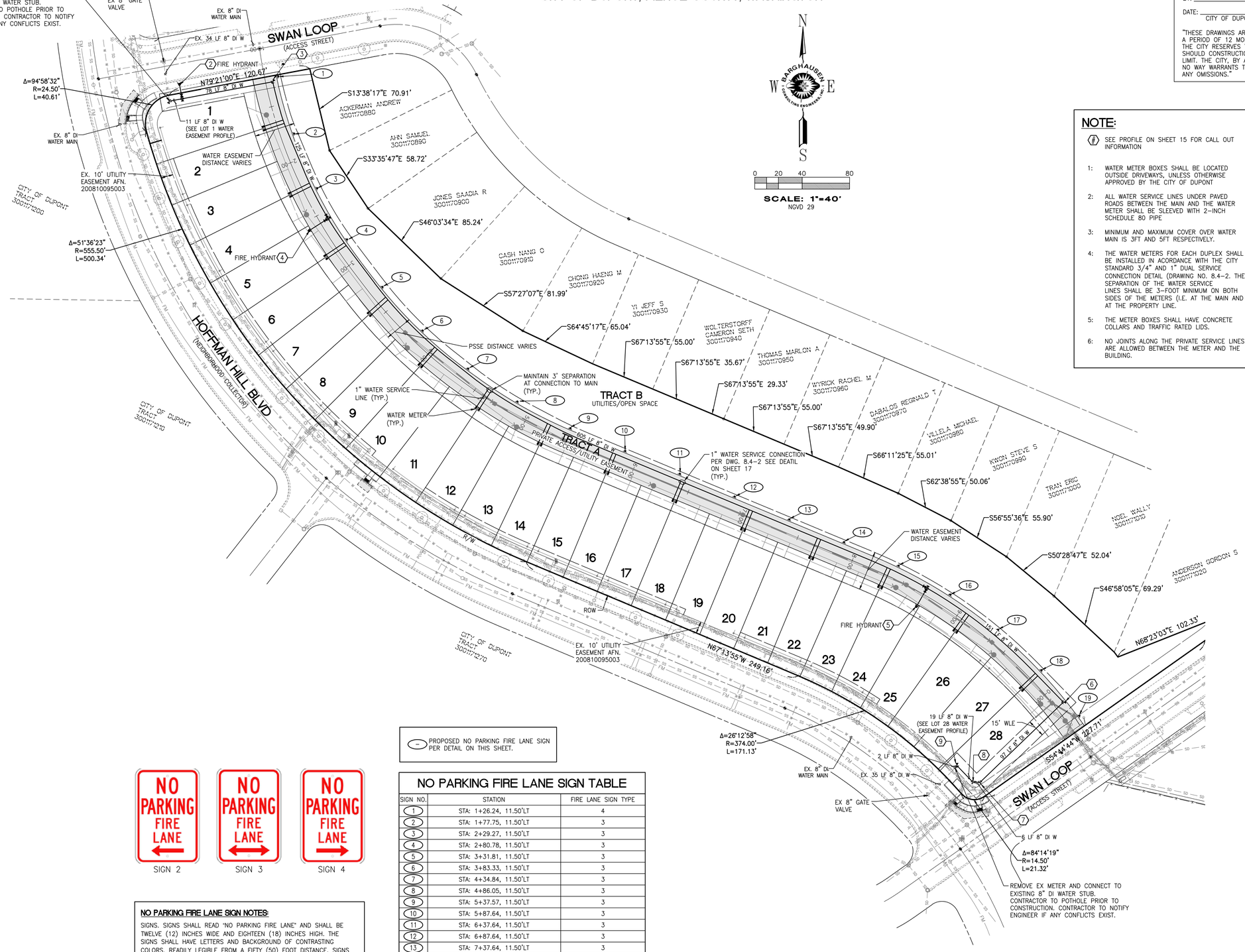
CALL 1-800-424-5555 BEFORE YOU DIG

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'

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 E
S
0 20 40 80
SCALE: 1"=40'
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."

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.

(—) PROPOSED NO PARKING FIRE LANE SIGN PER DETAIL ON THIS SHEET.

SIGN 2 SIGN 3 SIGN 4

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

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.

CALL 1-800-424-5555
BEFORE YOU DIG

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UTILITY CONFLICT NOTE:

CAUTION:
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No.	Date	By	Ckd.	Appr.	Revision
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

BRYAN M. SCHWARTZ
STATE OF WASHINGTON
44733
REGISTERED PROFESSIONAL ENGINEER
5/9/18

Scale: Horizontal 1" = 40' Vertical N/A

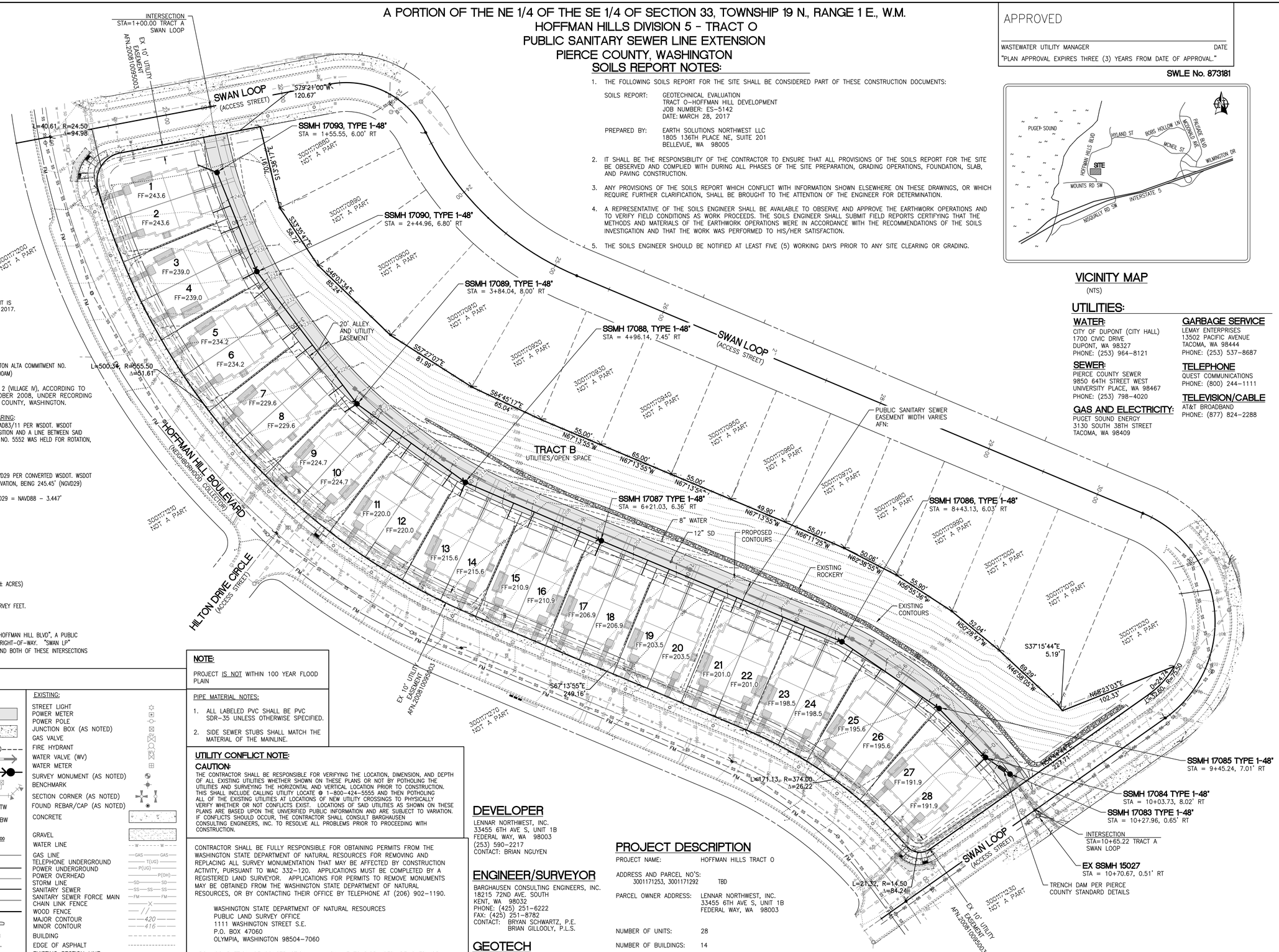
Designed DAB
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

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 6 of 11

File:P:\18000s\18391\engineering\18391-W1.dwg Date/Time:5/9/2018 2:52 PM AKISE

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



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
GAS LINE
TELEPHONE UNDERGROUND
POWER UNDERGROUND
POWER OVERHEAD
STORM LINE
SANITARY SEWER
SANITARY SEWER FORCE MAIN
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:
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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.

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.

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

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CALL 1-800-424-5555 BEFORE YOU DIG

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

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 LennarSeattle@Lennar.com
Everything's included by LENNAR
Leading homebuilder of new homes

BRIAN M. SCHWARTZ, STATE OF WASHINGTON, 44733, REGISTERED PROFESSIONAL ENGINEER
5/9/18

Scale: Horizontal 1"=40' Vertical N/A

Designed BMS
Drawn DAB
Checked BMS
Approved BMS
Date 5/9/18

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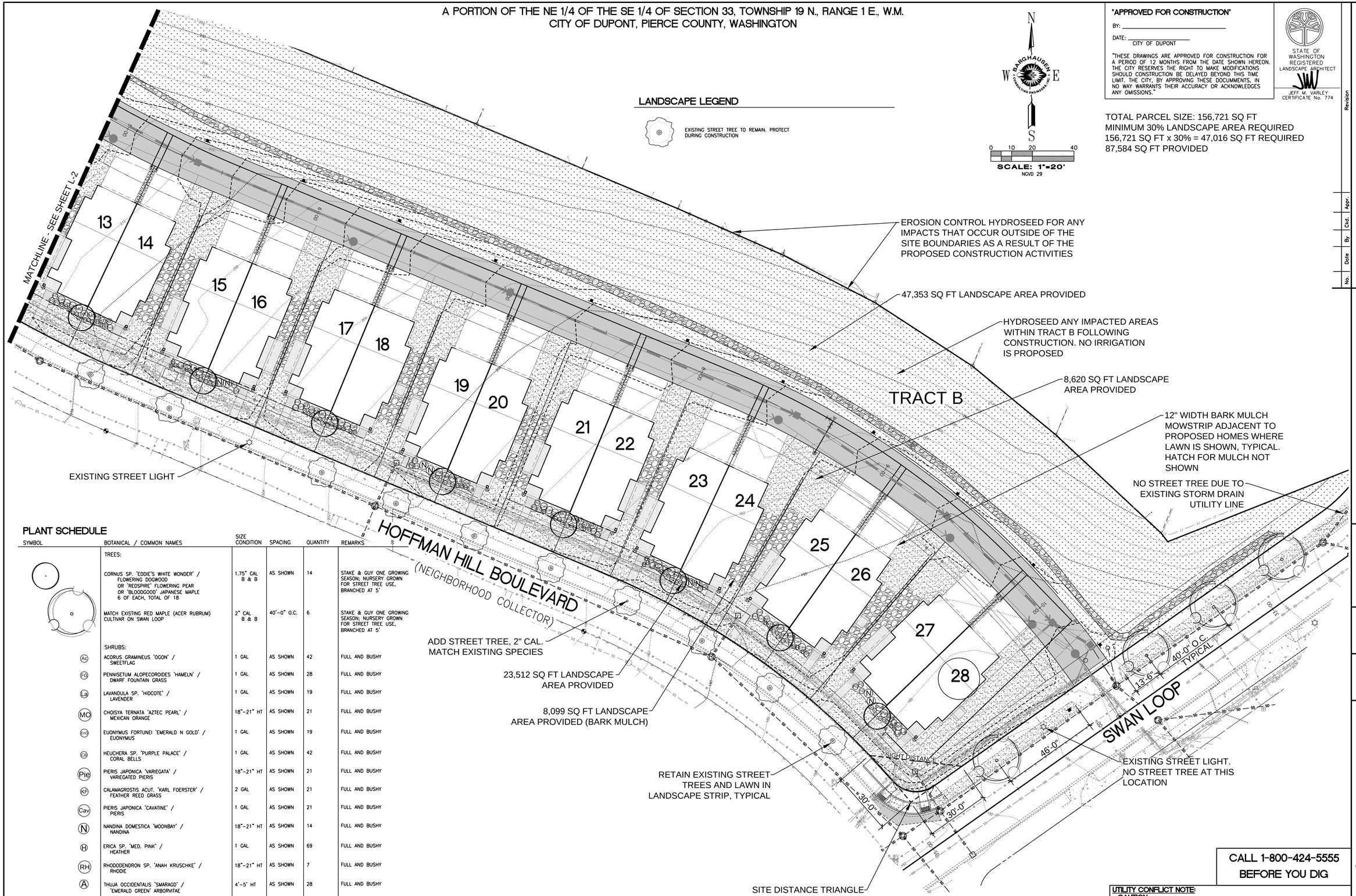
Job Number 18391
Sheet 7 of 11

File:P:\18000s\18391\engineering\18391-S1.dwg Date/Time:5/9/2018 2:52 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



LANDSCAPE LEGEND

EXISTING STREET TREE TO REMAIN. PROTECT DURING CONSTRUCTION

N
W BARGHAUSEN 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
JEFF M. VARLEY
CERTIFICATE No. 774

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

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'
	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
Ex4	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				

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.

CALL 1-800-424-5555
BEFORE YOU DIG

No.	Date	By	Ckd.	Appr.	Revision

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

Scale: Horizontal 1" = 20' Vertical N/A

Designed JMV
Drawn JMV
Checked JMV
Approved BMS
Date 5/9/18

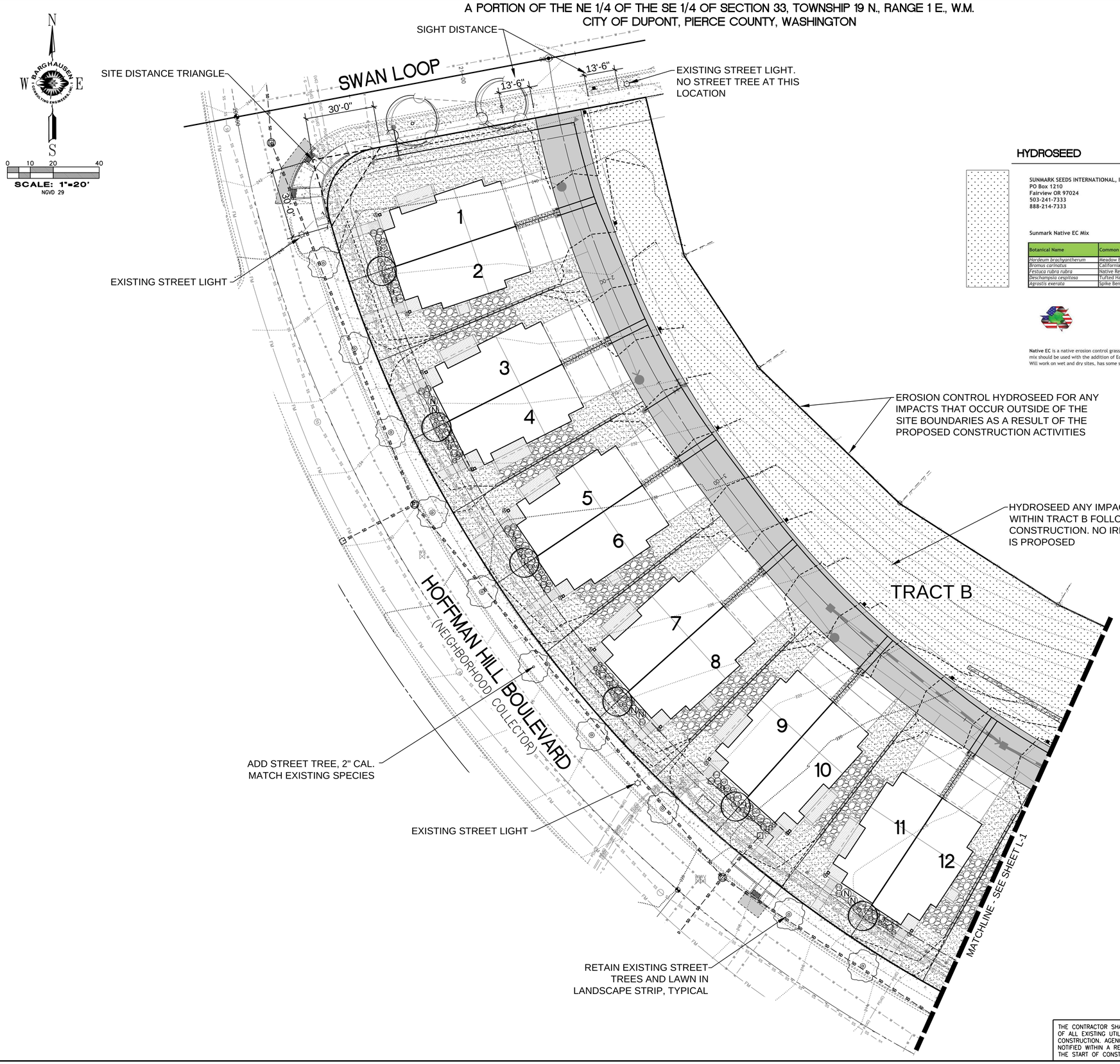
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

BARGHAUSEN CONSULTING ENGINEERS, INC.

Job Number 18391
Sheet L-1 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:5/9/2018 3:41 PM BSNYDER

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
CERTIFICATE No. 774

HYDROSEED

SUNMARK SEEDS INTERNATIONAL, INC.
PO Box 1210
Fairview OR 97024
503-241-7333
888-214-7333

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

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UTILITY CONFLICT NOTE:
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BARGHAUSEN CONSULTING ENGINEERS, INC.
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Job Number 18391
Sheet L-2 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:5/9/2018 3:42 PM BSNYDER

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
CERTIFICATE No. 774

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.

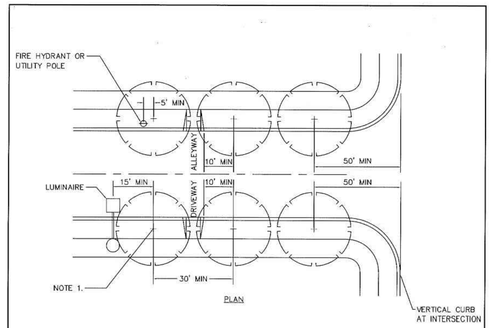
GROUNDCOVERS:
EXCAVATE PITS TO A MINIMUM OF 3 INCHES BELOW, AND TWICE THE ROOT BALL DIAMETER. WATER THOROUGHLY AND TAKE CARE TO ENSURE THAT ROOT CROWN IS AT PROPER GRADE, AS DETAILED.

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.

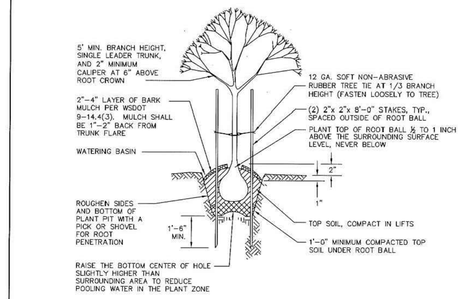
PLANTING MAINTENANCE:
PROVIDE FULL MAINTENANCE BY SKILLED EMPLOYEES OF LANDSCAPE INSTALLERS. CONTRACTOR TO MAINTAIN PLANTINGS THROUGH COMPLETED INSTALLATION, AND UNTIL ACCEPTANCE OF LANDSCAPE INSTALLATION. PLANTING MAINTENANCE TO INCLUDE WATERING, WEEDING, CULTIVATING, TIGHTENING AND REPAIRING OF TREE 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.

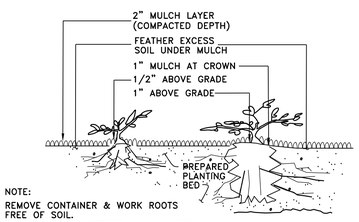
CITY OF DUPONT			
STREET TREE STANDARDS			
APPROVED: CITY OF DUPONT 9/21/11 DATE			DWG. NO. 5.7-1
DATE: 9/11	DRWN: L.G.	CHKD: T.N.	SCALE: NO SCALE



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 3' 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 9/21/11 DATE			DWG. NO. 5.7–2
DATE: 9/11	DRWN: E.S.T.	CHKD: D.J.M.	SCALE: NO SCALE



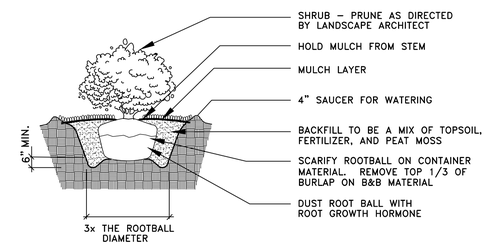
NOTE:
REMOVE CONTAINER & WORK ROOTS FREE OF SOIL.
BACKFILL TO BE SETTLED USING WATER ONLY
SEE PLANT LIST FOR PLANT SPACING

LESS THAN 1 GAL. (PLANTED BEFORE MULCH)

1 GAL. CONTAINER and LARGER (PLANTED BEFORE MULCH)

GROUNDCOVER PLANTING DETAIL

NOT TO SCALE



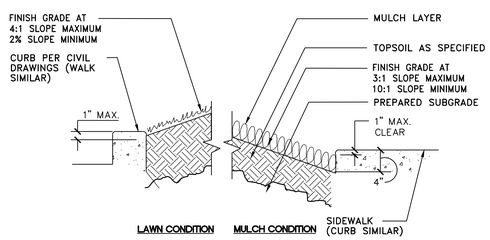
NOTE:
APPLY ADDITIONAL 4 OZ. 8–32–16 FERTILIZER INTO TOP 2" OF PLANTING MIX.

PLANT SHRUB HIGH ENOUGH TO ALLOW POSITIVE DRAINAGE AWAY FROM ROOTBALL. ROUGHEN ALL SURFACES OF PIT.

CUT AND REMOVE BURLAP FROM ROOT BALL

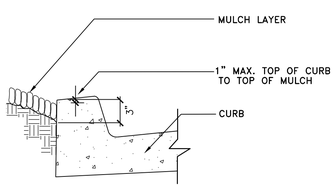
SHRUB PLANTING DETAIL

NOT TO SCALE



PLANTER SECTION DETAIL

NOT TO SCALE



MULCH AT CURB DETAIL

NOT TO SCALE

CALL 1-800-424-5555
BEFORE YOU DIG

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.

No.	Date	By	Ckd.	Appr.	Revision

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

Scale: Horizontal N/A Vertical N/A

Designed JMV
Drawn JMV
Checked JMV
Approved BMS
Date 5/9/18

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 L-3 of 3

File:P:\18000s\18391\engineering\18391-L.dwg Date/Time:5/9/2018 3:43 PM BSNYDER

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.

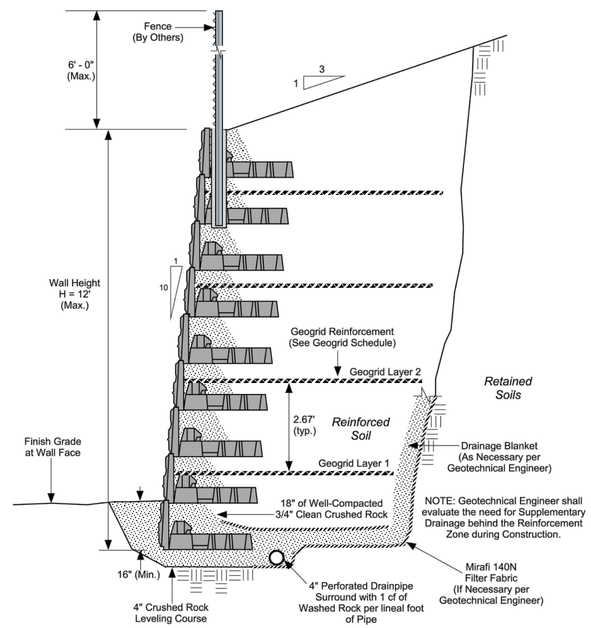
L. Reinforced and Retained Backfill shall be compacted to 95% of the maximum density as determined by ASTM D1557 (Modified Proctor) or equivalent. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be at (or slightly 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.

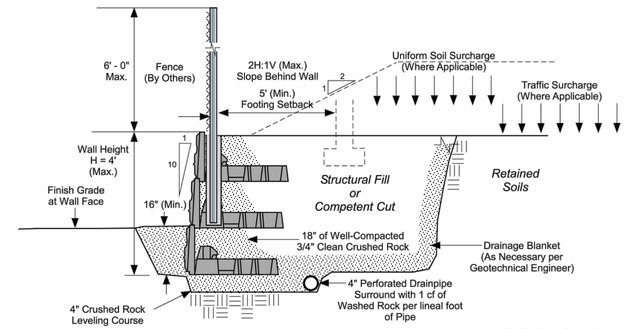


TYPICAL WALL SECTION

NOT - TO - SCALE

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.



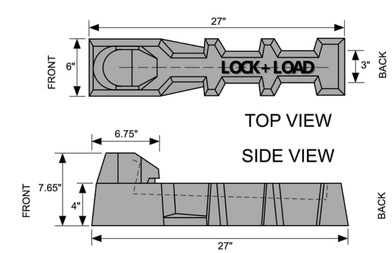
NOTE: Geotechnical Engineer shall evaluate the need for Supplementary Drainage behind the Reinforcement Zone during Construction.

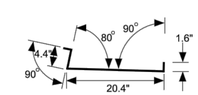
GRAVITY WALL CONDITION
H = 4' (MAX.)

NOT - TO - SCALE

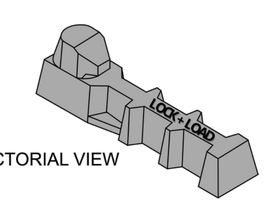
GEOGRID SCHEDULE												
# of Panels	Wall Height (feet)	Geogrid Length (feet)	Layers									
			1	2	3	4	5	6	7	8	9	10
3	4.00	5.00	A	-	-	-	-	-	-	-	-	-
4	5.33	6.00	A	A	-	-	-	-	-	-	-	-
5	6.67	7.00	A	A	-	-	-	-	-	-	-	-
6	8.00	8.00	B	A	A	-	-	-	-	-	-	-
7	9.33	9.00	B	A	A	-	-	-	-	-	-	-
8	10.67	11.00	B	B	A	A	-	-	-	-	-	-
9	12.00	13.00	B	B	A	A	-	-	-	-	-	-

GEOGRID: A = Mirafi 5XT
B = Mirafi 8XT





REINFORCEMENT BAR
BENDING DETAIL



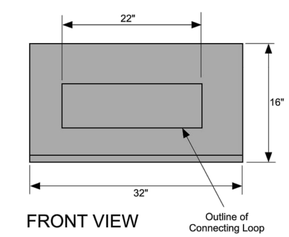
PICTORIAL VIEW

NOTES:

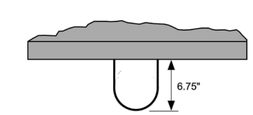
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale from drawings.

LOCK & LOAD COUNTERFORT

NOT - TO - SCALE

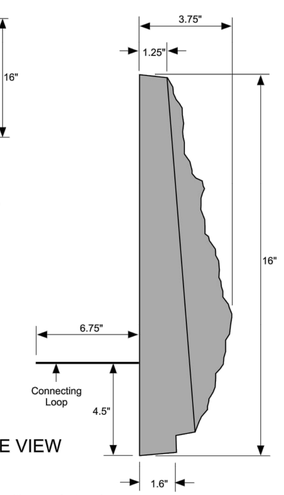


FRONT VIEW



TOP VIEW

Poly Fiber Reinforced
1 1/2" fiber (4 lb./yard)
6,000 psi concrete
Casting Tolerance



SIDE VIEW

NOTES:

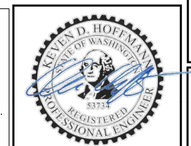
1. Installation to be completed in accordance with manufacturer's specifications.
2. Do not scale from drawings.

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 DOCUMMENTS, 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

Date	Revisions

Proj. No.	5142
Date	05/02/2017
Drwn. By	MRS
Checked By	BST

Sheet No.
Sheet W1 of 11

P:\18000s\18391\engineering\18391-EARTH SOLUTIONS NW WALL.dwg 4/26/2018 10:47 AM AGUSE

MEMORANDUM

DATE: October 26, 2017

TO: William Anderson, Building Services Division, City of DuPont

FROM: Bryan Schwartz, P.E., Barghausen Consulting Engineers, Inc.

CC: Brian Nguyen, Lennar Northwest, Inc.
Ivana Halverson, Barghausen Consulting Engineers, Inc.
Dave Briggs, Barghausen Consulting Engineers, Inc.

RE: Drainage Compliance for Tract O
Hoffman Hills, Village IV, Division 5
Our Job No. 18391

The required storm drainage water quality treatment and retention/detention for the Hoffman Hills Division 5, Tract O project are being provided by the plat infrastructure of the Northwest Landing project per the storm calculations by ESM Consulting Engineers, LLC. Storm drainage stub-outs have been designed or provided to each of the tracts for Hoffman Hill Division 5. Tract O drains to the existing Village IV, Division 5 stormwater facility located east of Hoffman Hills Boulevard. The approved calculations allow up to 75 percent of the multi-family tract area to be impervious. The following outline provides a summary of the Village IV, Division 5 design impervious area vs. the proposed impervious area of the multi-family tracts. The proposed duplex development will not exceed the allowed impervious area.

Tract Description	Tract Total Area (SF)	Tract Impervious Area Allowed (SF) (75% of total area)	Tract Impervious Area Proposed (SF)	Drainage Pond
Tract O, Village IV Div. 5	156,721	117,541	71,600	Village IV, Div. 5 Stormwater Facility

This memorandum is provided for purposes of the Civil Permit submittal to the City of DuPont. Please let me know if you have questions regarding this summary.

Attachment 1q - Drainage Compliance Memo Tract O prepared by Barghausen Consulting Engineers dated October 26, 2017

City of DuPont
1700 Civic Drive · DuPont, WA 98327
Phone: (253) 964-8121 / Fax: (253) 964-1455

AUTHORIZATION TO ACT AS AGENT AFFIDAVIT

I, Julie D. Kelly, VP, Lennar NW, Inc, as property owner of the following described property

Hoffman Hills Division 5, Tracts J, I , and O. Approximately: 3300-3398, 3400-3598 Hoffman Blvd & 1100-1134 Swan Loop
(Property Address)
Tract J: 3001171252; Tract O: 3001171253 & 3001171292; Tract I: 3001171242
(Parcel Number)

hereby authorize
Brian Nguyen, Lennar NW, Inc
(Name)
334556th Ave S. Unit 1-B, Federal Way, WA 98003
(Address)
253-590-2217; Brian.Nguyen@Lennar.com
(Phone/Email)

to act as agent on my behalf before the City of DuPont regarding the application to
review and approve all land use, development, and building applications, and includes correspondence with City officials and representation at closed and public hearings.

Property Owner Signature — Date: 12/6/17

JULIE KELLY
Print Name

STATE OF WASHINGTON }
COUNTY OF PIERCE }

On this 6th day of December, 20 17, personally appeared before me Julie D. Kelly known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as given, as his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and under oath stated that he/she was authorized to execute said instrument.

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

JOSEPH BEREZHNOY NOTARY PUBLIC STATE OF WASHINGTON My Comm. Expires Sep. 1, 2021

Notary Public
Joseph Berezhnoy
Print Name
NOTARY PUBLIC in and for the State of Washington
Residing at Lacey
My Commission expires: 9/1/2021

Attachment 1r - Authorization to Act as Agent Affidavit authorizing B Nguyen as the agent on the application on behalf of Lennar NW LLC, dated December 6, 2017

City of DuPont

MODIFIED

SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)
Hoffman Hill Division 5 Phase 1 (Village IV) Tract O Subdivision
DuPont File No SEPA 15-01

The SEPA MDNS issued on July 24, 2017 received comment from Department of Ecology with recommended mitigation measures related to the potential for soil contamination and erosion control. While the Ecology recommended mitigation measures were included in the original MDNS, the timing for the mitigation has changed in response to the comment.

Comment was also received from the Nisqually Indian Tribe requesting preparation of a Cultural Resource Survey and Inadvertent Discovery Plan prior to any ground disturbing activities due to a known prehistoric site adjacent to the property. The new mitigation measures have been added.

The modified mitigation measures are highlighted below.

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

Attachment 2a - Modified SEPA MDNS dated July 24, 2017

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. The Nisqually Indian Tribe has commented that there is a prehistoric site adjacent to the project area and that they have previously worked at that site.

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 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.

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 <u>prior to issuance of site development permits</u>:

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.

7. Prior to the issuance of site development permits, the applicant shall provide to the City of DuPont a "No Further Action" determination from Ecology indicating that the remediation plans were successfully implemented under MTCA.

8. A Cultural Resources Survey shall be completed by a qualified Archaeologist before any ground disturbing activities. The Survey shall be provided to the City prior to issuance of site development permits.

9. An Inadvertent Discovery Plan shall be prepared and provided to the City prior to issuance of site development permits. It shall include the requirement for notifying the Nisqually Tribe in the event of any Inadvertent Discoveries of Archaeological Resources/Human Burials.

The following mitigation measures shall be in place <u>during construction</u>:

10. 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.

11. 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.

12. 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.

13. 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.

14. 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>:

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 are not required for a Modified MDNS.

SEPA Responsible Official Signature: _____ 8/10/17

Jeffrey S. Wilson, AICP — August 10, 2017

Planning Director, City of DuPont

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 2b - Findings of Fact, Conclusions of Law and Final Decision for Hoffman Hill Division 5 Phase 1, Tract I Preliminary Plat (SUB 14-02) dated 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 <u>abut</u> a lot line, where town homes are defined to have walls <u>on</u> 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. <u>The proposed townhome units are zero lot line developments</u>. 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.

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 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 2c - Findings of Fact, Conclusions of Law and Final Decision for Hoffman Hill Division 5 Phase 1, Tract 0 Preliminary Plat (SUB 15-01) dated September 1, 2017 and Correction dated September 7, 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

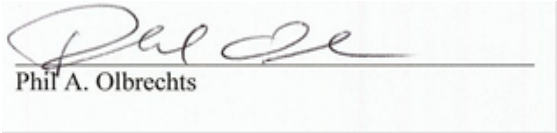
10. The structures must be designed to meet the requirements of the building construction codes in effect at that time. The following codes are currently enforced by the City of DuPont: the 2015 International Building Code, the 2015 International Residential Code, the 2015 International Fire Code, the 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.

City of DuPont Fire Department

Proudly serving the community of DuPont

1780 Civic Drive, DuPont, WA, 98327

Phone 253.964.8414 ▪ Fax 253.912.5240 ▪ www.ci.dupont.wa.us

May 17, 2018

TO: Jeff Wilson

FROM: Mike Turner Fire Marshal

RE: Hoffman Hill, Div 5, Tract O Land Use

The DuPont Fire Department Prevention Division reviewed the above project and has the following comments.

1. Fire Lane signs shall be required on both sides of the alley.

If you have any questions, you may call Fire Marshal Mike Turner at (253) 666-2760 or e-mail mturner@dupontwa.gov.

Sincerely,

Fire Marshal

Mike Turner

Attachment 3a - City of DuPont Fire Department Memorandum dated May 17, 2018

COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING SERVICES DIVISION

1700 Civic Drive
DuPont, WA 98327
Ph 253.964.5387 Fax 253.964.1455

MEMORANDUM

TO: **Jeff Wilson, AICP**

FROM: **Bill Anderson, CBO**

RE: **Hoffman Hill Division 5 Multi-family Tract O Land Use-Site plan review comments. PLNG2018-028**

DATE: **June 5, 2018**

I have reviewed the application and drawings submitted to the City on May 11, 2018 for the proposal to construct 28 residential units, associated roadways, improvements, and tracts. The following summarizes the building department's comments:

1. The proposed building construction shall comply with the applicable codes in effect at the time of their submittal. The City currently enforces the following code requirements: 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.
2. Prior to issuance of a building permit for each structure, the applicant shall provide a copy of Pierce County Sewer Service Permit(s) for the structures for city record. (Please note that Pierce County Sewer Utility requires a pre-treatment review and approval be completed prior to their issuance of sewer main extension for the project.)
3. The project must receive all land use and civil construction approvals prior to issuance of building permit for any of the proposed structures. All conditions or requirements associated with such approvals shall be complied with throughout building construction and must be completed prior to issuance of a certificate of occupancy.
4. Fire Suppression (NFPA 13D) and Fire Alarm permits for the structures must be obtained from the DuPont Fire Department prior to initiating any such work. All alarms systems proposed to be installed must obtain an alarm registration permit with the city; forms may be obtained at city hall.

Attachment 3b - City of DuPont Community Development Department Building Services Division Comment Letter dated June 5, 2018

5. Separate Building, Plumbing, and Mechanical Permit applications shall be required for each structure associated with the project. Plans showing the details for construction for each shall be submitted to the city for review and approval prior to permit issuance. (Note: Electrical permits must be obtained through WA. St. L&I.; sewer service and permitting through Pierce County Utilities.)
6. Associated fire impact fees must be paid in conformance with DuPont Municipal Code Chapter 26.05.
7. Associated Stormwater System Development Charges for each lot must be paid in conformance with DuPont Municipal Code Chapter 22.04.
8. Preliminary building addresses have been assigned to the proposed lots within the development. Such addressing will be reviewed as the project planning progresses to ensure that the address scheme and structure layout for the project are in concurrence. The applicant shall be required to verify each unit's address assignment with the City.

9 The project must comply with the requirements for GIS as-built drawings contained in DMC Chapter 24.10. As-built drawings and submittals shall be submitted and approved prior to issuance of a Certificate of Occupancy for the building, or portions thereof.

Our department will review specific code requirements as the project progresses with its civil and other submittals. Please feel free to contact me if there are any questions, or I can be of further assistance.

From:	Dom Miller
To:	"Jeff Wilson"
Cc:	Lisa Klein
Subject:	RE: Hoffman Hills Tract "O" Site Plan Review (PLNG2018-028)
Date:	Thursday, June 21, 2018 6:33:45 AM

Jeff,

I don't have any comments on their Site Plan Review Application.

Thanks,

Dom

From: Jeff Wilson [mailto:JWilson@dupontwa.gov]
Sent: Wednesday, June 20, 2018 3:13 PM
To: Dominic Miller <dmiller@g-o.com>
Cc: Lisa Klein (AHBL) <lklein@ahbl.com>
Subject: Hoffman Hills Tract "O" Site Plan Review (PLNG2018-028)
Importance: High

Dominic,

It does not appear that I received your comments on the Site Plan review application for this project. I am working with Lisa to finish up the staff report and decision on their permit application, but I need to receive your comments first, if any.

Thanks
Jeff

JEFFREY S. WILSON, AICP
COMMUNITY DEVELOPMENT DIRECTOR

CITY OF DUPONT
1700 CIVIC DR
DUPONT, WA 98327-9603

Office: (253) 912-5393
Cell: (253 433-4238
Fax: (253) 964-1455
jwilson@dupontwa.gov
www.dupontwa.gov

Attachment 3c - City of DuPont Engineering department email dated June 21, 2018