

**CITY OF EDGEWOOD
COUNCIL STUDY SESSION AGENDA**

Tues., January 16, 2018 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1. CALL TO ORDER

Pledge of Allegiance & Roll Call

2. COUNCIL BUSINESS

- A. Training (no material)** - CPR Refresher Course *(1 hour training, all STAFF)*
- B. Discussion (no material)** - Utility Tax
- C. Discussion (no material)** - Council Pictures (date/time)
- D. Review/Discussion** – Northwood Estates West Phase One Final Plat

3. OTHER COUNCIL ITEMS

4. ADJOURN

Study Sessions are meetings for Council to review upcoming and pertinent business of the City, no action is taken by the City Council. Study Sessions are open to the public, but public input is reserved for the regular Council meetings



**CITY OF EDGEWOOD
STAFF REPORT
STUDY SESSION AGENDA ITEM**

Date: January 16, 2018

Title: Northwood Estates West Phase 1 Final Plat Overview, File #17-1486

Attachments: 1) Final Plat Drawing, received electronically 1/9/18 (four pages)
2) Memorandum of Understanding for Northwood Estates West

Submitted By: Kristin Moerler, Senior Planner; Jeremy Metzler, Public Works Director

Approved For Agenda by: Daryl Eidinger, Mayor

Discussion: Applicant is requesting final plat approval for a subdivision named “Northwood Estates West Phase 1”. This subdivision will create 5 new single family residential lots by revising (re-platting) Northwood Estates Lots 16 through 23 into 13 lots, and the park Tract A (Northwood Estates Tract C) and private road Tract C (Northwood Estates Tract D) were previously established and constructed with the Northwood Estates Subdivision (approved October 25, 2016 under Resolution 16-0347). The site is located at 2005 – 2109 97th Avenue Court East. A SEPA (State Environmental Policy Act) Mitigated Determination of Non-significance (MDNS) was issued on August 29, 2017, and Preliminary Plat approval was granted subject to conditions on October 24, 2017.

The final plat application was deemed “complete” on January 10, 2018, and staff have started their technical review to assess whether the applicant has sufficiently met all preliminary plat conditions, SEPA mitigations, as well as Edgewood Municipal Code and Washington State statutory requirements for final plat approval.

At this time, the applicant has demonstrated that most of the requirements for final plat approval have been met. This includes a showing that site development and infrastructure improvements for this phase are complete. Outstanding items to date include the following:

- Memorandum of Understanding between Lennar Northwest Inc. and Puyallup School District regarding condition of approval #14 and providing a pedestrian path.
- Documentation from East Pierce Fire & Rescue confirming the Fire Marshal’s acceptance of the final plat.
- Amendments to the Northwood Estates Subdivision CC&R’s addressing the creation of 5 new lots and shared maintenance responsibilities with remaining lots within the Northwood Estates Subdivision.
- Final Mylar with required signatures.

Revised documents on January 9 and 10, 2018, are being evaluated for acceptance by staff at this time and may require additional revisions prior to approval.

Recommendation: Move consideration of final plat approval to the January 23, 2018 Council agenda.

Fiscal Impact: Has no additional impact to the budget.

CITY OF EDGEWOOD
PLAT # 17-1486

NORTHWOOD ESTATES WEST PHASE 1

A Portion of the SW 1/4 of the NE 1/4 of
Section 9, Township 20 North, Range 4 East
Willamette Meridian, City of Edgewood, Pierce County, Washington

DEDICATION & DECLARATION OF SUBDIVISION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S), IN FEE SIMPLE AND LIEN HOLDERS OF THE LAND HEREBY SUBDIVIDED, DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF SAME AND DEDICATE AND CONVEY TO THE CITY OF EDGEWOOD, FOREVER, THE USE OF ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC ROADWAY, UTILITY INSTALLATION AND STORM DRAINAGE INSTALLATION, TOGETHER WITH THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN ON THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE STREETS AND AVENUES SHOWN HEREON.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGEWOOD, ITS SUCCESSORS AND ASSIGNS, WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THE SUBDIVISION.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS. ALSO THE SPECIFIC CONDITIONS AND/OR AGREEMENTS THAT ARE CONDITIONS OF THIS PLAT ARE MADE A PART HERETO AND THE OWNERS AND THEIR ASSIGNS DO HEREBY AGREE TO AND/OR COMPLY WITH THESE CONDITIONS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS.

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

ON THIS DAY PERSONALLY APPEARED BEFORE ME JOHN MERLINO, TO ME KNOWN TO BE THE VICE PRESIDENT OF LENNAR NORTHWEST INC., THE DELEWARE COMPANY 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 CORPERATE SEAL AFFIXED, IF ANY, IS THE SEAL OF SAID CORPERATION.

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

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME KNOWN TO BE THE INDIVIDUAL, OR INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE (SHE OR THEY) SIGNED THE SAME AS HIS (HER OR THEIR) FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2018.

Signature of
Notary Public _____

Date: _____

My appointment
Expires _____

HOME OWNER'S ASSOCIATION
ALL LOTS IN THIS PLAT ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED UNDER AUDITOR'S FILE # _____.

PRESIDENT, NORTHWOOD ESTATES HOA, GARRETT GIBSON

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ TO ME KNOWN TO BE THE INDIVIDUAL, OR INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE (SHE OR THEY) SIGNED THE SAME AS HIS (HER OR THEIR) FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2018.

Signature of
Notary Public _____

Date: _____

My appointment
Expires _____

Vol/Page

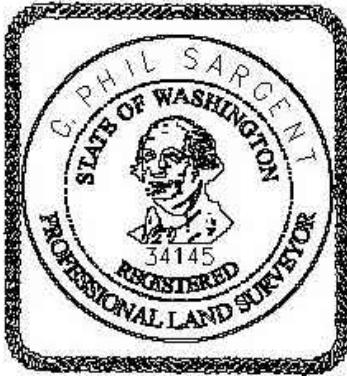
SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE

REQUEST OF KIRK MC AURHTUR

THIS 9TH DAY OF JANUARY 2018.

CERTIFICATE NO. 34145
PROFESSIONAL LAND SURVEYOR G. PHIL SARGENT.



FILE NAME
1445 NRTHWD
DRAWN
K WHITEHOUSE
CHECKED BY
G.P.S.
DATE/REVISED
01/09/2018
JOB NO.
1445
FIELD BOOK NO.
S9-T20-R4



HOLMVIG, DEWITT, GALLION & ASSOC., LLC.

LAND SURVEYING & ENGINEERING SUPPORT

1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

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SHEET 1 OF 4

CITY OF EDGEWOOD
PLAT # 17-1486

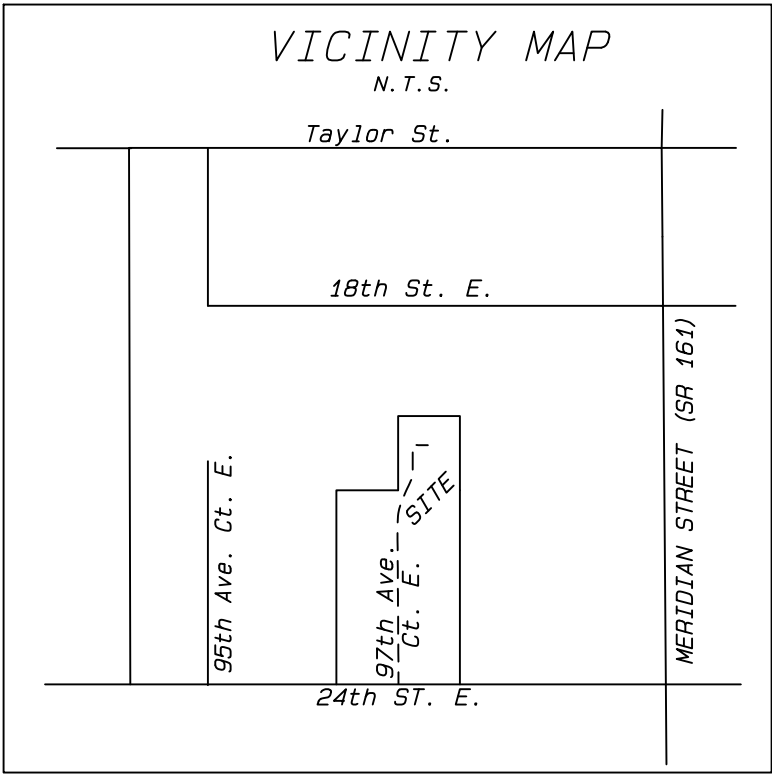
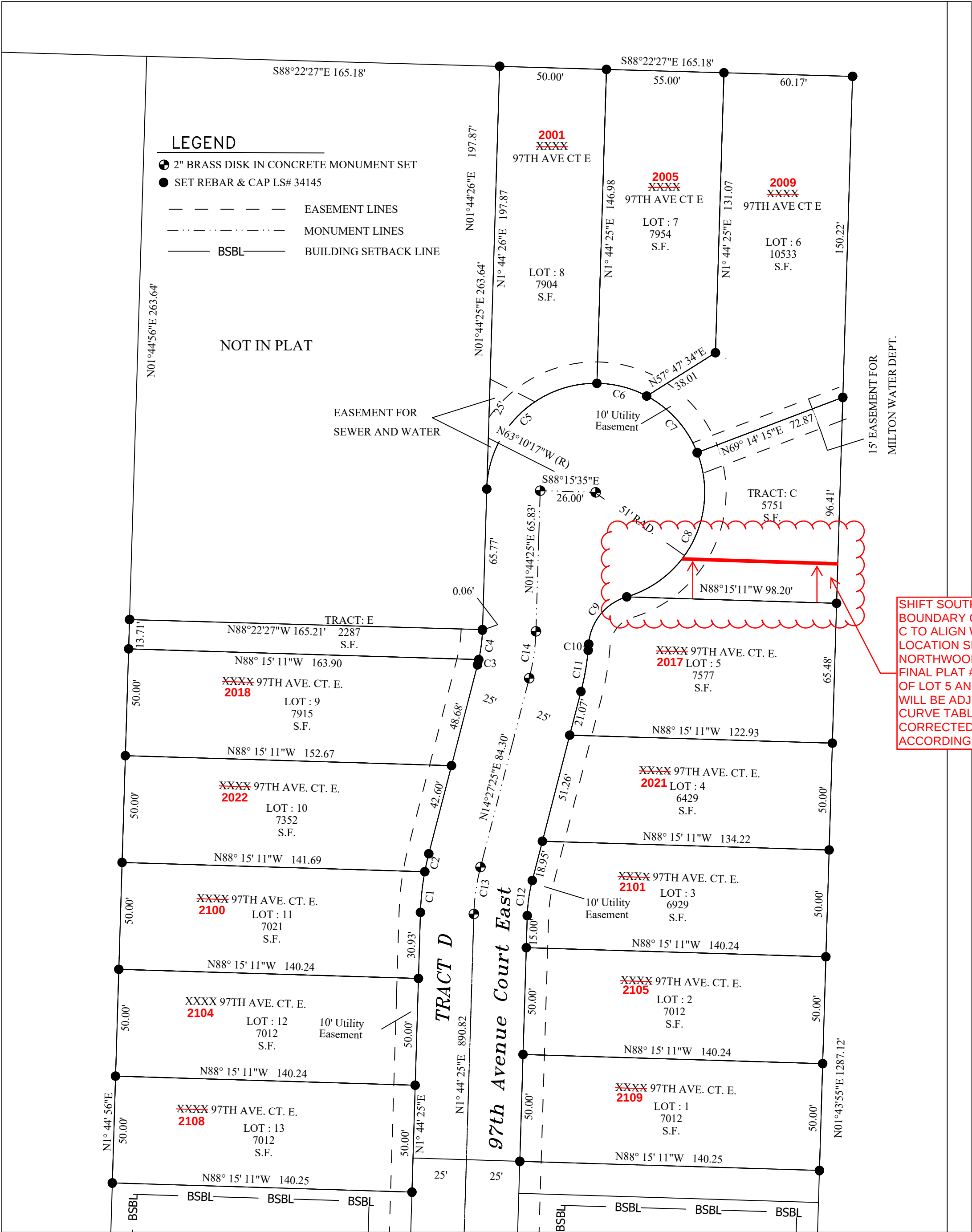
NORTHWOOD ESTATES WEST PHASE 1

A Portion of the SW 1/4 of the NE 1/4 of
Section 9, Township 20 North, Range 4 East
Willamette Meridian, City of Edgewood, Pierce County, Washington

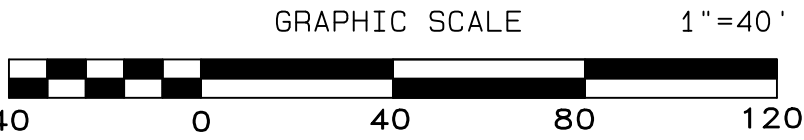


ORIGINAL PARCELS DESCRIPTION:

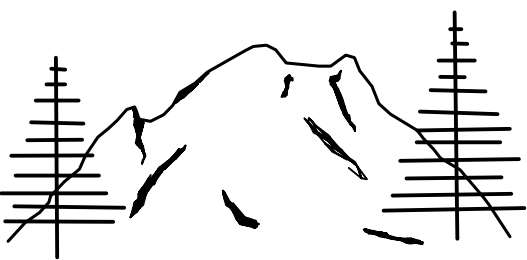
LOTS 16 THROUGH 23 OF THE PLAT OF NORTHWOOD
ESTATES AS RECORDED UNDER PIERCE COUNTY
AUDITOR'S FILE NUMBER 201611015001, IN PIERCE
COUNTY, WASHINGTON.



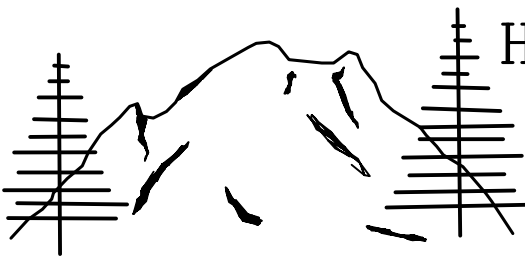
CURVE TABLE			
Curve #	Radius	Length	Delta
C1	125.00	19.15	8°46'32"
C2	125.00	8.60	3°56'28"
C3	75.00	2.56	1°57'33"
C4	75.00	14.08	10°45'27"
C5	51.00	79.11	88°52'38"
C6	51.00	24.27	27°16'00"
C7	51.00	36.19	40°39'35"
C8	51.00	84.47	94°53'37"
C9	25.00	30.23	69°16'51"
C10	125.00	2.85	1°18'16"
C11	125.00	19.63	8°59'44"
C12	75.00	16.65	12°43'00"
C13	100.00	22.19	12°43'00"
C14	100.00	22.19	12°43'00"



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FILE NAME 1445
NORTHWOOD
DRAWN
K. WHITEHOUSE
CHECKED BY
G.P.S.
DATE/REVISED
01/09/2018
JOB NO. 1445
FIELD BOOK NO.
S9-T20-R4



HOLMVIG, DEWITT, GALLION & ASSOC., LLC.

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SHEET 2 OF 4

CITY OF EDGEWOOD
PLAT # 17-1486

NORTHWOOD ESTATES WEST PHASE 1

A Portion of the SW 1/4 of the NE 1/4 of
Section 9, Township 20 North, Range 4 East
Willamette Meridian, City of Edgewood, Pierce County, Washington

TAX PARCEL NUMBERS
6026960160
6026960170
6026960180
6026960190
6026960200
6026960210
6026960220
6026960230

CITY OF EDGEWOOD AGENCY APPROVAL
APPROVED AS TO BEING IN COMPLIANCE WITH THE TERMS OF THE PRELIMINARY APPROVAL
OF THE PROPOSED PLAT.

COMMUNITY DEVELOPMENT DIRECTOR DATE

APPROVED AS TO THE LAYOUT OF STREETS, ALLEYS AND OTHER RIGHTS OF WAY, DESIGN
OF STORM SEWER SYSTEMS AND OTHER STRUCTURES.

PUBLIC WORKS DIRECTOR DATE

EDGEWOOD CITY COUNCIL APPROVAL
PERSUANT TO RESOLUTION _____, THE EDGEWOOD CITY COUNCIL FINDS
THIS PLAT CONFORMS TO ALL TERMS OF IT'S PRELIMINARY APPROVAL, APPLICABLE
STATE LAWS AND THE EDGEWOOD MUNICIPAL CODE AND HEREBY AUTHORIZES THE
MAYOR TO EXECUTE IT'S WRITTEN APPROVAL ON THE FACE OF THE PLAT.

CITY OF EDGEWOOD MAYOR DATE

PIERCE COUNTY ASSESSOR-TREASURER
I HEREBY CERTIFY THAT ALL STATE AND COUNY TAXES LEVIED
AGAINST THE PLATTED PROPERTY DESCRIBED HEREIN ACCORDING
TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID
AND DISCHARGED,

ASSESSOR/TREASURER, PIERCE COUNY, WASHINGTON DATE

PIERCE COUNTY AUDITOR CERTIFICATE
FILED FOR RECORD ON THIS _____ DAY OF _____, 2018, AT _____ __.M.
RECORDED UNDER AUDITOR'S FILE NUMBER _____, RECORDS
OF PIERCE COUNTY AUDITOR, TACOMA, WASHINGTON.

PIERCE COUNTY AUDITOR DATE

MILTON WATER DISTRICT
THE PUBLIC WATER INFRASTRUCTURE INSTALLED WITHIN THIS SUBDIVISION
HAS BEEN INSTALLED PER THE APPROVED PLANS.

DIRECTOR, MILTON WATER DISTRICT DATE

CITY OF EDGEWOOD
THE SEWER UTILITY INFRASTRUCTURE INSTALLED WITHIN THIS SUBDIVISION
HAS BEEN INSTALLED PER THE APPROVED PLANS.

DIRECTOR DATE

SEWER NOTES:
EACH INDIVIDUAL LOT OWNER IS RESPONSIBLE FOR THEIR RESPECTIVE SIDE SEWER
CONNECTION. THE CITY OF EDGEWOOD IS NOT RESPONSIBLE FOR THE REPAIR AND
MAINTENANCE OF THE SANITARY SEWER MAINLINE PER EDGEWOOD MUNICIPAL CODE
#_____.

DATE

SURVEYOR'S CERTIFICATE:

I hereby certify that the Northwood Estates West
Phase 1 plat is based on an actual survey and
subdivision of Section 9, Township 20 North, Range
4 East, W.M. that all courses and distances are
shown thereon, that all of the property corners and
monuments shown, will be set, and that I have
complied with the provisions of the
platting regulations.
Surveyed on 1/1/2018

G. PHIL SARGENT P.L.S. 34145

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FILE NAME
1445 NRTHWD
DRAWN
K. WHITEHOUSE
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SHEET 3 OF 4

CITY OF EDGEWOOD
PLAT # 17-1486

NORTHWOOD ESTATES WEST PHASE 1

A Portion of the SW 1/4 of the NE 1/4 of
Section 9, Township 20 North, Range 4 East
Willamette Meridian, City of Edgewood, Pierce County, Washington

EASEMENT RESERVATION

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO PUGET SOUND ENERGY, ANY TELEPHONE COMPANY ANY CABLE TELEVISION COMPANY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET OF ALL LOTS, TRACTS, AND SPACES WITHIN THE PLAT AND LYING PARALLEL WITH AND ADJOINING ALL STREETS IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, WIRES, WATER METERS AND FIRE HYDRANTS WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND SPACES AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THE LANDS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

EASEMENT RESERVATION

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO THE CITY OF MILTON WATER DEPARTMENT AND SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDING AT LAW, AT TIMES AS MAY BE NECESSARY, TO ENTER UPON SAID PROPERTY AND THE ADJOINING PROPERTY OWNED BY THE GRANTOR AND HIS ASSIGNS AND SUCCESSORS TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN MAINS AND NECESSARY FACILITIES AND OTHER EQUIPMENT, FOR THE PURPOSES OF SERVING THE PROPERTY OR OTHER PROPERTIES WITH WATER AND OTHER UTILITY SERVICE.

THE GRANTOR COVENANTS THAT NO PERMANENT STRUCTURE SHALL BE ERECTED, AND NO LARGE TREES OR SHRUBS SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF THE CITY OF MILTON HAS BEEN PROVIDED HEREIN.

THIS EASEMENT AND THE COVENANTS HEREIN SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS AND ASSIGNS OF BOTH PARTIES HERETO.

THE GRANTOR WARRANTS THAT THE GRANTOR HAS GOOD TITLE TO THE ABOVE PROPERTY AND WARRANTS THE GRANTEE TITLE TO/AND QUIET ENJOYMENT OF THE EASEMENT CONVEYED HEREIN.

NO OTHER EASEMENTS FOR UTILITIES SHALL BE GRANTED WITHIN THE AFFORE DESCRIBED EASEMENT AREA EXCEPT FOR NECESSARY CROSSINGS AS MAY BE MUTUALLY APPROVED BY THE GRANTOR AND GRANTEE AND THE GRANTEE SHALL HAVE EXCLUSIVE RIGHT TO CONSTRUCT AND/OR MAINTAIN CITY OWNED UTILITIES WITHIN THE EASEMENT AREA EXCEPT FOR NECESSARY CROSSINGS.

SAID EASEMENT BEING 97TH AVE. CT. E. AND A 15 FOOT STRIP OF LAND BEING 5 FEET NORTH AND 10 FEET SOUTH OF THE PROPERTY LINE COMMON TO TRACT A AND LOT 6. SAID STRIP OF LAND BEGINNING AT THE RIGHT OF WAY OF 97TH AVE. CT. E. AND TERMINATING AT THE EAST LINE OF TRACT A AND LOT 6.

EASEMENT RESERVATION

AN EASEMENT IS HEREBY IRREVOCABLY RESERVED FOR AND DEDICATED TO CITY OF EDGEWOOD AND ITS AGENTS, SUCCESSORS AND ASSIGNS, FOR AS LONG AS IT SHALL OWN AND MAINTAIN THE UTILITIES REFERENCED HEREIN UNDER AND UPON THE AREA SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "WATERLINE EASEMENT" (WLE) AND "SANITARY SEWER EASEMENT" (SSE) TO INSTALL, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER AND SEWER MAINS AND APPERTANCES FOR THIS SUBDIVISION AND OTHER PROPERTY TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR PURPOSES INCIDENT THERETO. NO BUILDING, WALL, ROCKERY, FENCE, TREES OR STRUCTURE OF ANY KIND SHALL BE ERECTED OR PLANTED, NOR SHALL ANY FILL BE PLACED WITHIN THE BOUNDARIES OF SAID EASEMENT AREA. NO EXCAVATION SHALL BE MADE WITHIN THREE FEET OF SAID WATER OR SEWER SERVICE FACILITIES AND THE SURFACE LEVEL OF THE GROUND WITHIN THE EASEMENT AREA SHALL BE MAINTAINED AT THE ELEVATION AS CURRENTLY EXISTING. GRANTOR HEREBY AGREES THAT NO WATER AND/OR SEWER SYSTEM FACILITY OR APPURTENANCE OF ANY KIND SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER THE AUTHORITY OF GRANTOR, WITHIN OR PROXIMATE TO SAID EASEMENT, UNLESS SUCH INSTALLATION IS APPROVED BY GRANTEE AND IS IN CONFORMANCE WITH THE THEN-CURRENT EDITION OF THE "CRITERIA FOR SEWAGE WORKS DESIGN" PUBLISHED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY. GRANTOR HEREBY FURTHER AGREES THAT NO OTHER UTILITY FACILITY OR APPURTENANCE OF ANY KIND, INCLUDING UTILITY SERVICE CONNECTIONS, SHALL BE CONSTRUCTED OR LOCATED BY GRANTOR, OR ANY THIRD PARTY ACTING UNDER THE AUTHORITY OF GRANTOR, WITHIN THREE FEET, MEASURED HORIZONTALLY FOR PARALLEL ALIGNMENTS, OR WITHIN 6 INCHES, MEASURED VERTICALLY FOR CROSSING OR PERPENDICULAR ALIGNMENTS, OF ANY PORTION OF THE GRANTEE'S FACILITIES. GRANTEE ADDITIONALLY GRANTS TO CITY OF EDGEWOOD AND IT'S AGENTS, SUCCESSORS AND ASSIGNS THE USE OF SUCH ADDITIONAL AREA IMMEDIATELY ADJACENT TO SAID EASEMENT AREAS AS SHALL BE REQUIRED FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID WATER OR SEWER FACILITIES. THE USE OF SUCH ADDITIONAL AREA SHALL BE HELD TO A REASONABLE MINIMUM AND SHALL BE RETURNED TO THE CONDITION EXISTING IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE CITY OF EDGEWOOD, ITS AGENTS, SUCCESSORS AND ASSIGNS. IN ADDITION TO THE OTHER RESTICIONS HEREIN, GRANTOR SHALL NOT CONVEY TO A THIRD PARTY AND EASEMENT OR OTHER INTEREST OR RIGHT OF USE PROPERTY SUBJECT TO THE EASEMENT THAT WOULD IMPAIR OR LIMIT THE USE OF THE EASEMENT RIGHTS GRANTED HEREIN.

THE CITY WILL AND FOREVER HAVE EASEMENT RIGHTS FOR ACCESS UPON THE TRACTS SHOWN ON THIS PLAT.

ALL ROADS AND TRACTS ARE PRIVATE AND NOT DEDICATED TO THE CITY OF EDGEWOOD. THE MAINTENANCE AND REPAIR OF ALL ROADS AND TRACTS ARE THE RESPONSIBLITY OF THE OWNERS OF THE LOTS WITHIN THIS PLAT PER THE C.C.& R.S OF THE NORTHWOOD ESTATES HOME OWNERS' ASSOC.

TRACT C IS A RECREATIONAL TRACT FOR THE USE OF THE RESIDENTS OF NORTHWOODS ESTATES AND IS TO BE MAINTAINED BY THE NORTHWOOD ESTATES HOME OWNER'S ASSOCIATION. EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST.

TRACT D IS A ROAD AND UTILITY TRACT AND IS TO BE MAINTAINED BY THE NORTHWOOD ESTATES HOME OWNER'S ASSOCIATION. EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED INTEREST.

STORM WATER NOTE: IT IS THE RESPONSIBILITY OF THE NORTHWOOD ESTATES HOME OWNER'S ASSOC. TO CONTROL SURFACE WATER IN ACCORDANCE WITH CITY OF EDGEWOOD MUNICIPAL CODE 13.05 INDIVIDUALLY AND COLLECTIVELY.

ALL REPAIR OF SIDE SEWERS WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNERS.

ALL REPAIR TO THE SEWER MAINLINE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

TRACT E; SHALL BE RETAINED BY LENNAR NORTHWEST, INC.

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FILE NAME
1445 NRTHWD
DRAWN
K.WHITHOUSE
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G.P.S.
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SHEET 4 OF 4

January 9, 2018

Darren Groth
Community Development Director
City of Edgewood
2224 104th Ave E
Edgewood, WA 98372

RE: Memorandum of Understanding for Northwood Estates West
City of Edgewood File Nos. 16-5431 / 17-1486

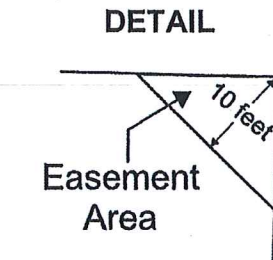
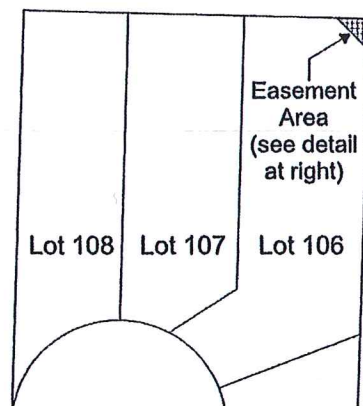
Dear Darren:

As you know, Lennar Northwest, Inc. ("Lennar") is the successor applicant for the Northwood Estates West Preliminary Plat as the legal owner of the underlying property after acquiring it from Northwood Estates, LLC (Satwant Singh). The Northwood Estates West project received preliminary plat approval from the City of Edgewood Hearing Examiner in the Report and Decision dated October 24, 2017. Condition No. 14 (beginning on page 10 of the Decision) states:

The applicant shall provide a pedestrian ingress-egress easement to the Puyallup School District on the far northeast corner of Lot 106 to allow for connecting of the pedestrian pathway from the existing pathway on lot 0420091138 to the proposed pathway on lot 0420091011 (Northwood Elementary School).

The purpose of this Memorandum of Understanding is to inform you that Lennar and the Puyallup School District (the "District") have reached terms and conditions agreeable to both parties that will satisfy Condition No. 14 of the Hearing Examiner's decision as follows:

1. The pedestrian pathway connection required by Condition No. 14 will be provided by one of the following means:
 - a. A pedestrian access easement granted from Lennar Northwest, Inc. as the owner of Lot 106 for the benefit of the Northwood Elementary School parcel. Lennar shall pay all costs associated with memorializing the easement, including preparation and recording of the easement document. The easement will be located in the northeast corner of Lot 106 generally as depicted below:



NOT TO SCALE

The easement shall contain an indemnification whereby the District agrees to hold Lennar and its successors harmless from all liability, loss, costs, damages, fees, and expenses

(including attorney's fees) for and against any and all claims, causes of action, or damages for or on account of any act or omission by the District, its licensees, or invitees resulting from use of the Easement Area.

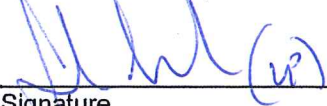
- b. A boundary line adjustment between Lot 106 and the Northwood Elementary School parcel. The area to be adjusted will be generally the same area as the Easement Area depicted in the easement option described above. Lennar and the District agree to cooperate in the boundary line adjustment process and to timely execute any documentation requested by the City of Edgewood or any other agency with authority over the boundary line adjustment. Lennar shall pay all costs associated with the boundary line adjustment, including preparation and processing of the boundary line adjustment map, and preparation and recording of a deed to transfer ownership of the adjustment area to the District.
- c. A pedestrian access easement from the City of Milton over the City's adjoining parcel (located north of the Northwood Elementary School parcel off the northeast corner of Lot 106) for the benefit of the Northwood Elementary School parcel, thus providing an alternate pedestrian pathway connection such that no pedestrian access is needed over Lot 106. Lennar shall pay all costs associated with procuring the easement from the City of Milton, including preparation and recording of the easement document.

The easement shall contain an indemnification whereby the District agrees to hold the City of Milton and its successors harmless from all liability, loss, costs, damages, fees, and expenses (including attorney's fees) for and against any and all claims, causes of action, or damages for or on account of any act or omission by the District, its licensees, or invitees resulting from use of the easement area.

2. All three of the above-described options are acceptable to the District. Lennar and the District shall mutually agree which of the three options to utilize to satisfy the pedestrian pathway connection requirement from Condition No. 14 of the Hearing Examiner's decision.
3. Regardless of which of the above-described options is selected by Lennar, the pedestrian pathway connection shall be provided within six months of the date of final plat recording of Northwood Estates West.
4. Lennar shall pay all attorney's fees incurred by the District in connection with implementation of any of the three above-described options, including tendering a reasonable retainer to the District's legal counsel, if required.

This Memorandum of Understanding is intended to be binding upon Lennar and the District as to the terms and provisions stated herein. Each person signing this Memorandum of Understanding represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Memorandum of Understanding and to bind the party on behalf of whom he or she signs.

Lennar Northwest, Inc.


Signature _____ Date _____
By JOHN MERLINO
Printed Name
Its VICE PRESIDENT
Title

Puyallup School District


Signature _____ Date 1-9-18
By Brian Devereaux
Printed Name
Its Director of Facilities Planning
Title