

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the City of Tacoma, a Washington municipal corporation (“City”), Vista Property Tacoma LLC, a Washington limited liability company (“Developer”), and William P. Crum and Arlene M. Crum, husband and wife (“Crum”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or entity having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and

WHEREAS, the Parties recognize development agreements must be consistent with applicable development regulations adopted by a local government planning under Chapter 36.70A RCW; and

WHEREAS, Developer is the owner of those certain properties (collectively, the “Developer’s Property”) located in Pierce County, and legally described as:

Lot 2 and Tracts B, C, D, E, F, G, H, I, J, and K, City of Tacoma
Short Plat filed for record May 28, 1991, under Pierce County
Auditor’s Recording Number 9105280188;

TOGETHER with an easement for ingress, egress and utilities as
delineated on said short plat.

Situate in the County of Pierce, State of Washington.

Site Addresses: 3024 N. Vista View Drive, and XXX, 2821, 2827, 2829, 2833, 2841, 2911, 2921, 3005, and 3009 Narrows Place, Tacoma, Pierce County, Washington

Tax Parcel Numbers: 624500-0223
022127-8005
022127-8006
022127-8007
022127-8008
022127-8009
022127-8010
022127-8011
022127-8012
022127-8013
022127-8014; and

WHEREAS, Crum is the owner of that certain property (the “Crum Property”) located in Pierce County, and legally described as:

Lot 1, City of Tacoma Short Plat filed for record May 28, 1991,
under Pierce County Auditor’s Recording Number 9105280188;

TOGETHER with an easement for ingress, egress and utilities as
delineated on said short plat.

Situate in the County of Pierce, State of Washington.

Site Address: xxx Narrows Place, Tacoma, Pierce County, Washington

Tax Parcel Number: 624500-0226; and

WHEREAS, the Developer’s Property and the Crum Property (collectively, the “Properties”) were previously owned by the City, which, on September 6, 1990, conveyed the Properties on behalf of Tacoma Public Utilities (“TPU”) to the Developer’s and Crum’s predecessors-in-interest via Quit Claim Deed recorded at Pierce County Auditor’s File No. 9104010408; and

WHEREAS, the City’s conveyance of the Properties was expressly subject to certain terms and conditions specified in the Real Estate Purchase and Sale Agreement (“PSA”) dated May 2, 1990, which included a requirement to plat the Properties subject to certain restrictions on future use and development; and

WHEREAS, on May 28, 1991, consistent with the requirements of the PSA, the Properties were platted via a City of Tacoma short plat recorded at Pierce County Auditor File No. 9105280188 (hereafter, the “1991 Short Plat”), a true and correct copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, consistent with the requirements of the PSA, the 1991 Short Plat includes a Note restricting construction of residential structures on Tracts “B” through “Q” (the “Note”); and

WHEREAS, between 1991 and today, Tract “A” as well as Tracts “L” through “Q” of the 1991 Short Plat were acquired by and consolidated with adjacent properties, leaving only Tracts “B” through “K,” which have remained commonly owned together with the adjacent Lot 2; and

WHEREAS, all other terms and conditions specified in the PSA for development of the Properties have been satisfied; and

WHEREAS, the Developer desires to re-plat the Properties to consolidate Tracts “B” through “K” and create two new residential building lots; and

WHEREAS, the Developer and Crum have submitted a short plat application to the City (Application LU21-0041) to re-plat the Properties in order to eliminate Tracts “B” through “K” and create new residential building Lots 3 and 4, which requires that the development restriction on the 1991 Short Plat be removed prior to final plat approval; and

WHEREAS, the creation of infill residential development and the payment of compensation for release of the development restriction provides a public benefit to the City.

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1. Adopting Resolution. The City Council of the City of Tacoma, as the duly elected legislative body governing the City of Tacoma, shall adopt this Agreement by resolution pursuant to RCW 36.70B.200.

Section 2. Payment of Compensation for Removal of Development Restriction. Within thirty (30) days of the City Council’s approval of the Adopting Resolution, the Developer shall pay TPU the amount of Forty Thousand and no/100 Dollars (\$40,000.00), representing the appraised fair market value of Tracts “B” through “K” in today’s dollars measured at the time of the original conveyance from the City on September 6, 1990.

Section 3. Removal of Development Restriction. In exchange for the Developer’s payment of compensation to the City pursuant to this Agreement, the City shall eliminate the development restriction preventing residential development on Tracts “B” through “K” from the 1991 Short Plat in conjunction with review and approval of pending Application LU21-0041. Application LU21-0041 and development of the Properties must comply with all of the City’s adopted plans, codes, and standards for approval.

Section 4. Survival of PSA Indemnification Provisions. Nothing in this Agreement shall be interpreted to waive the City’s right to indemnification associated with operation of TPU high voltage power lines adjacent to the Properties as provided in paragraph 7 of the PSA recorded with the original conveyance under Pierce County Auditor File No. 9104010408.

Section 5. Term of Agreement. This Agreement shall commence on the date of the Adopting Resolution and shall continue in force until final approval and recording of the Developer’s short plat Application LU21-0041, unless extended or terminated as provided herein.

Section 6. Covenants Running with the Land. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform

all the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 7. Amendment to Agreement; Effect of Agreement on Future Actions.

This Agreement may be amended or terminated by mutual consent of all of the Parties; provided that, any amendment shall follow the process established by law for the adoption of a development agreement (*see* RCW 36.70B.200).

Section 8. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and the Parties are entitled to compel specific performance of all material terms by any part in default hereof.

Section 9. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington, which became effective after the effective date of the ordinance adopting this Agreement, and either Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 10. Applicable Law and Attorneys' Fees. This Agreement must be construed and enforced in accordance with the laws of the state of Washington. Venue for any action related to this Agreement is Pierce County Superior Court.

Section 11. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth below:

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Development Agreement. I am authorized to execute the same. I know the contents thereof, and I sign the same as my free act and deed.

CITY:

CITY OF TACOMA

Date: _____

By: _____

Victoria Woodards

Its: Mayor

APPROVED AS TO FORM:

By: _____

Its: City Attorney

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Development Agreement. I am authorized to execute the same. I know the contents thereof, and I sign the same as my free act and deed.

DEVELOPER:

VISTA PROPERTY TACOMA LLC

Date: _____

By: _____

Its: Governor

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Development Agreement. I am authorized to execute the same. I know the contents thereof, and I sign the same as my free act and deed.

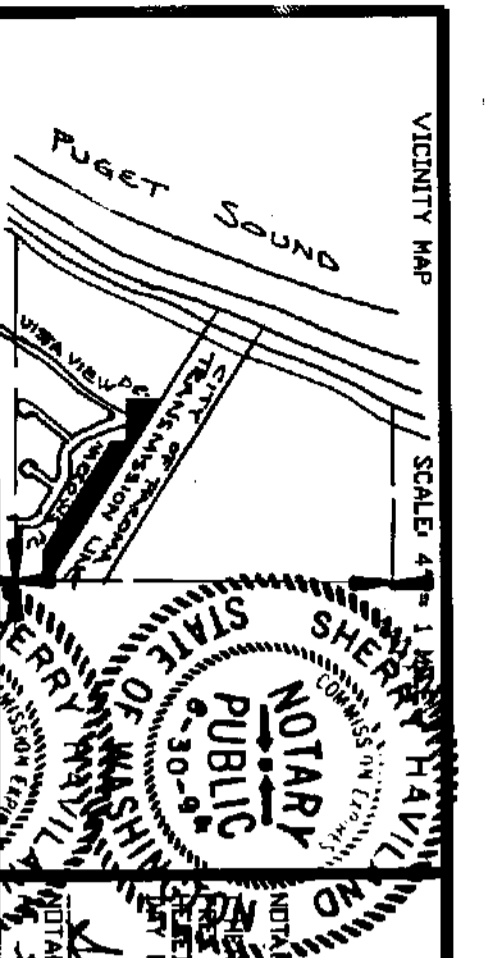
CRUM

William P. Crum

Arlene M. Crum

Exhibit A

1991 Short Plat



THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED PARTIES.

NOTARY PUBLIC
STATE OF WASHINGTON
 My Comm. Expires 12-31-99
 My Comm. No. 10000

Shirley H. Spalding
 Notary Public

NOTARY SEAL
 I HEREBY CERTIFY THAT THE ABOVE INDIVIDUAL(S) SIGNED AS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED, GIVEN UNDER MY HAND AND SEAL THIS 28th DAY OF MAY 1991.

Mervyn David Land
 Notary Public in and for the State of Washington, Residing at [Address]

CITY OF TACOMA SHORT PLAT NO.

A PORTION OF SE. 1/4, SE. 1/4, SECTION 27, T. 21 N. R. 2, ELLIAMETTE MERIDIAN.

ORIGINAL TRACT	624500-023-1	02-21-27-4-010
ASSESSOR'S PARCEL NO.	023-1	023-1
	023-0	023-0
	023-0	023-0

NOTICE: IT IS LEGAL TO FURTHER DIVIDE SHORT PLATTED LOTS NOS. DESCRIBED BELOW FOR A PERIOD OF FIVE YEARS FROM THE DATE OF RECORDING OF THIS SHORT PLAT WITH THE PIERCE COUNTY AUDITOR.

DESCRIBED BELOW

CITY ENGINEER
 APPROVED IN COMPLIANCE WITH CHAPTER 13.04 OF THE OFFICIAL CODE OF THE CITY OF TACOMA.

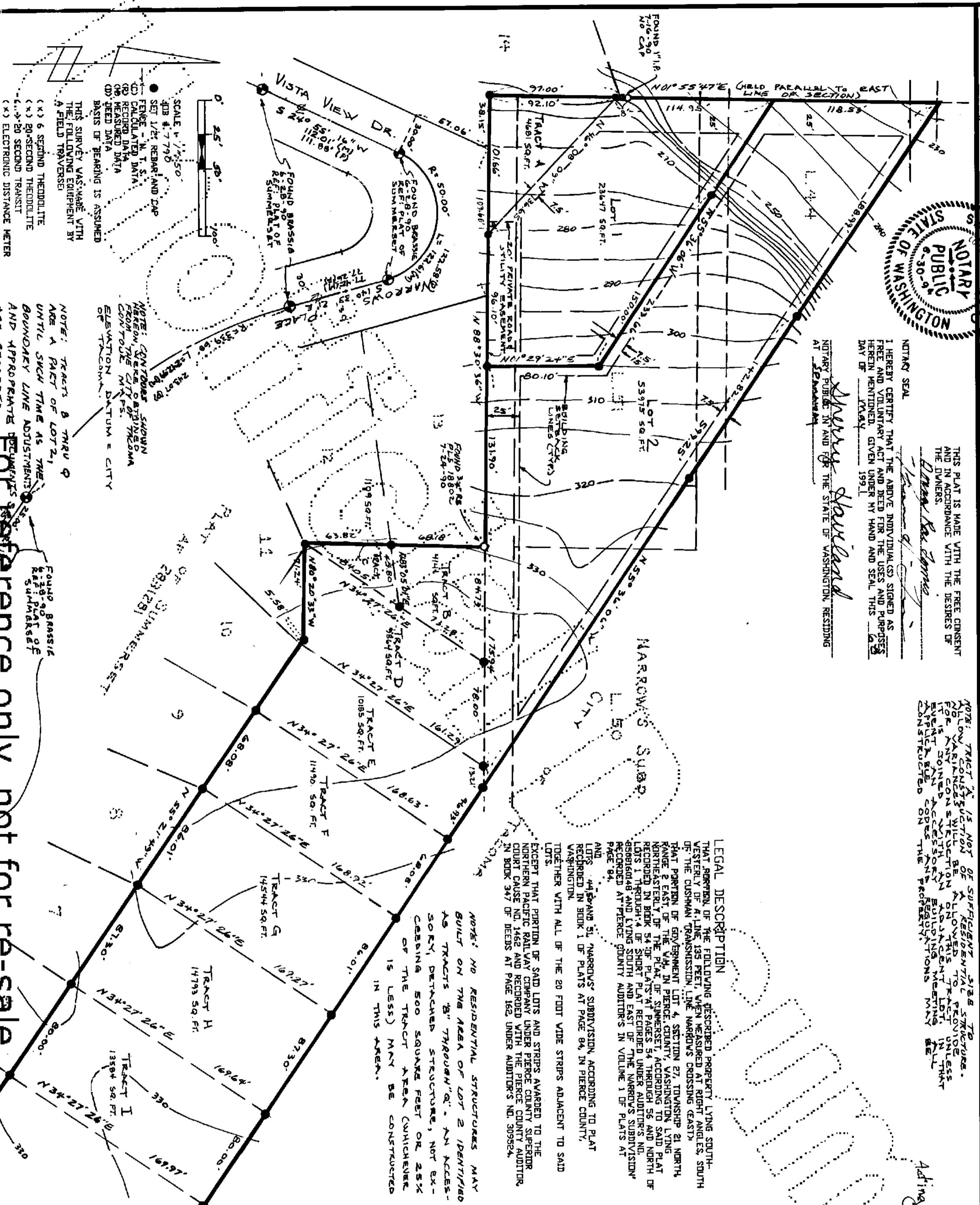
[Signature]
 City Engineer

CITY TREASURER
 I HEREBY CERTIFY THAT ALL DELINQUENT ASSESSMENTS HEREON LEVIED AGAINST THE SHORT PLATTED PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

[Signature]
 City Treasurer

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

[Signature]
 City Treasurer



AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 28th DAY OF MAY 1991, AT THE OFFICE OF THE AUDITOR, TACOMA, WASHINGTON. IN VOLUME 1 OF PLATS AT PAGE 84 OF SHORT PLATS.

[Signature]
 Auditor

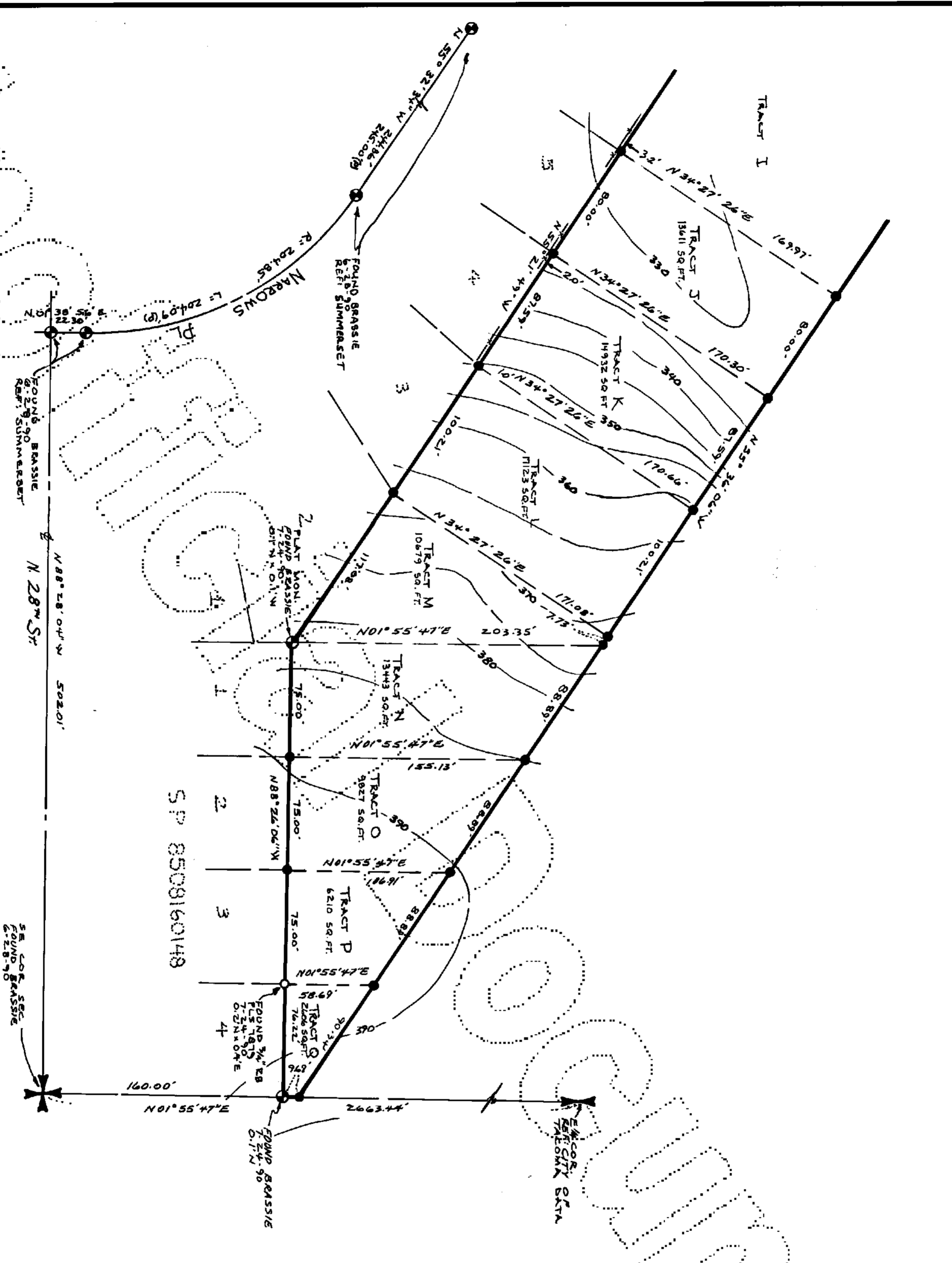
ORIGINAL TRACT OWNER
 FRED ROBERTSON
 4332 S. 4th ST.
 TACOMA, WA 98409 PHONE 425-2208

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 FRED ROBERTSON.

[Signature]
 Surveyor

ACCURACY UNLIMITED
 LOT SURVEYS
 SUBDIVISIONS
 SHORT PLATS
 TOPOGRAPHIC SURVEYS
 15327 SPANAWAY LOOP RD. (206) 531-0234
 SPANAWAY, WA 98387

9105280188



- SCALE 1"=150'
- JOB # 7790
- (●) SET 1/2" REBAR AND CAP
 - (○) CALCULATED DATA
 - (X) CALCULATED DATA
 - (*) RECORD DATA AND MEASURED DATA
 - (*) MEASURED DATA
 - (R) PLAT DATA
- *BASIS OF BEARING IS ASSUMED
- THIS SURVEY WAS MADE WITH THE FOLLOWING EQUIPMENT BY A FIELD TRAVERSE:
- (*) 6 SECOND THEODOLITE
 - (*) 20 SECOND THEODOLITE
 - (*) ELECTRONIC DISTANCE METER
 - (*) CALIBRATED CHAIN

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF _____ 19____ AT _____ IN BOOK _____ OF _____ AT THE REQUEST OF ACCURACY UNLIMITED.

COUNTY AUDITOR _____ ADVERTISER'S FILE # 9105280188 RECORDING FEE _____

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 _____

IN _____ DATE _____



CHARLES W. HAVEL
REGISTERED PROFESSIONAL SURVEYOR
STATE OF WASHINGTON
LICENSE NO. 12345

© 1990 BY _____



LOT SURVEYS
SHORT PLATS
SUBDIVISIONS
TOPOGRAPHIC SURVEYS
PLAT SURVEYS
CONVEYANCE SURVEYS

RECORD OF SURVEY

IN _____ SEC. _____ T. _____ S. _____ R. _____

FOR _____

9105280188

JOB #	7790
SCALE	1"=50'
DATE	10-17-90
PARTY CHIEF	J.S.G.
DWN BY	I.C.H.
CHK'D BY	I.C.H.
SHEET	2 OF 3

BK 625 PG 3230

original

9105280188

1. GRADING, DRAINAGE AND EROSION CONTROL.

- B. CLEARING, GRADING, AND EROSION CONTROL PLANS SHALL BE PROVIDED AND APPROVED PRIOR TO ANY CLEARING AND/OR GRADING TAKING PLACE ON THE SITE.
- MEASURES TO LIMIT THE ADVERSE IMPACTS OF THE PROJECT UPON THE OFF-SITE DRAINAGE SYSTEM

 - 1) DELINEATION OF CLEARING LIMITS.
 - 2) A PROPOSED CONSTRUCTION PHASING PLAN THAT WILL ENSURE EROSION CONTROL MEASURES WILL BE INSTALLED BEFORE GRADING IS PERFORMED AND THAT GRADING WILL BE PERFORMED IMMEDIATELY PRIOR TO COMMENCING CONSTRUCTION OF PERMANENT IMPROVEMENTS, OR ONLY AS NEEDED.
 - 3) MEASURES TO PROVIDE SETTLEMENT AND/OR FLUTTERING OF SEDIMENT PRIOR TO DISCHARGE. THESE MEASURES MUST BE EITHER A SEDIMENT TRAP OR SEDIMENT BEND, DEPENDING ON TRIBUTARY AREA AUGMENTED BY OTHER MEASURES SUCH AS FILTER FABRIC FENCING FOR SMALL AREAS.
 - 4) REVEGETATION OF DISTURBED AREAS AS SOON AS PRACTICAL, FOLLOWING GRADING.
 - 5) SEE BELOW

- C. EROSION CONTROL MEASURES SHALL BE CONSTRUCTED FOR EACH LOT TO PREVENT SEDIMENT FROM ENTERING THE CITYSTORM SYSTEM, RIGHT-OF-WAY AND ADJACENT PROPERTY DURING AND FOLLOWING CONSTRUCTION. AN EROSION CONTROL PLAN FOR EACH LOT DETAILING THESE MEASURES SHALL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION FOR CITY REVIEW. NO BUILDING PERMIT WILL BE ISSUED UNTIL AN EROSION CONTROL PLAN IS APPROVED FOR THE APPLICABLE LOT.
- D. IF APPROVED EROSION CONTROL MEASURES ARE FOUND TO BE INADEQUATE, ADDITIONAL MEASURES AS REQUIRED BY THE MANAGER OF THE BUILDING AND LAND USE SERVICES DIVISION SHALL BE INSTALLED.
- E. EROSION CONTROL MEASURES SHALL BE DESIGNED TO HANDLE A 2-YEAR, 24-HOUR RAINFALL.
- F. THE APPLICANT SHALL PROVIDE A BOND IN AN AMOUNT OF \$1000 TO ASSURE THE INSTALLATION AND MAINTENANCE OF REQUIRED EROSION CONTROL FACILITIES. IT SHALL BE THE APPLICANT'S RESPONSIBILITY TO MAINTAIN THE EROSION CONTROL FACILITIES UNTIL BUILDING PERMITS HAVE BEEN OBTAINED ON ALL LOTS WITHIN THE SHORT PLAT.
- G. IF EROSION CONTROL FACILITIES FAIL, THEY SHALL BE REPAIRED OR REPLACED WITHIN 48 HOURS OF RECEIVING VERBAL NOTICE OF SAID FAILURE FROM THE MANAGER OF THE BUILDING AND LAND USE SERVICES DIVISION OR HIS/HER DESIGNATED REPRESENTATIVE. IF SUCH REPAIR OR REPLACEMENT IS NOT ACCOMPLISHED WITHIN 48 HOURS, THE CITY MAY PERFORM SUCH REPAIR OR REPLACEMENT AND CHARGE ALL COSTS AGAINST THE BOND PROVIDED FOR THIS PURPOSE.
- H. THE APPLICANT SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ON-SITE EROSION CAUSING SEDIMENT TO BE DEPOSITED OFF SITE.
- I. NO SITE GRADING OTHER THAN THAT ASSOCIATED WITH INDIVIDUAL BUILDING PERMITS, SHALL OCCUR BETWEEN THE FALL AND SPRING PLANTING SEASONS.
- J. DURING THE SPRING PLANTING SEASON, IN ANY YEAR, ALL DISTURBED AREAS ON WHICH CONSTRUCTION WILL NOT COMMENCE WITHIN 60 DAYS SHALL BE REVEGETATED.
- K. ALL EROSION CONTROL FACILITIES SHOWN ON THE APPROVED EROSION CONTROL PLAN SHALL BE COMPLETED AND IN PLACE BY THE END OF THE FALL PLANTING SEASON.
- L. ALL STORM DRAINAGE SHALL BE COLLECTED AND CONVEYED TO THE CITY STORM SYSTEM IN COMPLIANCE WITH THE CITY-APPROVED DRAINAGE PLAN.
- M. A STORM DRAINAGE PLAN SHALL BE SUBMITTED FOR CITY REVIEW DETAILING HOW DRAINAGE FROM ROADS, PATIOS, DRIVEWAYS, ACCESSWAYS, AND OTHER SURFACE DRAINAGE WILL BE COLLECTED AND CONVEYED TO THE CITY STORM SYSTEM. THE USE OF DRIVEWELLS IS NOT AN APPROVED METHOD OF STORM DRAINAGE CONVEYANCE. THE DRAINAGE PLAN SHALL BE PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF WASHINGTON. SUPPORTING DESIGN CALCULATIONS SHALL BE SUBMITTED WITH THE PLAN. THE PLAN SHALL BE DRAFTED IN INK ON 18" X 24" RECORDING PAPER TO A PROFESSIONAL QUALITY SUITABLE FOR RECORDING WITH THE AUDITOR AS AN ADDITIONAL PAGE OF THE SHORT PLAT.
- N. STABILIZATION OF CONSTRUCTION ACCESS TO THE PROJECT WITH A QUARRY ROCK PAD.

2. PROTECTION OF ADJACENT PROPERTIES

WITH THE DEVELOPMENT OF THE PROJECT THE APPLICANT SHALL BE RESPONSIBLE FOR ADVERSE IMPACTS TO OTHER PROPERTY ABUTTING THE PROJECT. THE PROJECT SHALL BE DESIGNED TO MITIGATE IMPACTS INCLUDING, BUT NOT LIMITED TO, DISCONTINUITIES IN GRADE, ABRUPT BUILT LINES, ACCESS TO DRIVEWAYS AND GARAGES, AND DRAINAGE PROBLEMS. SLOPES SHALL BE CONSTRUCTED WITH CUTS NO STEEPER THAN 1-1/2:1 AND FILLS NO STEEPER THAN 2:1. WHEN ENCROACHING ON PRIVATE PROPERTY, THE PROJECT ENGINEER SHALL BE RESPONSIBLE TO OBTAIN A CONSTRUCTION PERMIT FROM THE PROPERTY OWNER. THE DESIGN SHALL BE SUCH THAT ADVERSE IMPACTS ARE LIMITED AS MUCH AS POSSIBLE. WHEN THEY DO OCCUR, THEY SHALL BE ADDRESSED BY THE PROJECT ENGINEER.

3. STREETS, DRIVEWAYS AND SIDEWALKS

A. THE APPLICANT IS RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TRAFFIC CONTROL DEVICES, STREET NAME SIGNS, AND PAVEMENT MARKINGS RELATIVE TO THE PROPOSED DEVELOPMENT AS REQUIRED BY THE CITY OF TACOMA. THE APPLICANT PREFERENCES TO USE CITY FIBERS TO FABRICATE AND INSTALL SIGNAGE AND/OR PAVEMENT MARKINGS. A DEPOSIT FOR THESE REQUIREMENTS SHALL BE PROVIDED BY THE APPLICANT PRIOR TO APPROVAL OF THE STREET CONSTRUCTION DRAWINGS.

B. THE TYPE, WIDTH AND LOCATION OF ALL DRIVEWAYS SERVING THE SITE SHALL BE APPROVED BY THE TRAFFIC ENGINEER AND SHALL COMPLY WITH THE DRIVEWAY ORDINANCE NO. 20966.

C. A PRIVATE ACCESSWAY AND APPROVED TURNAROUND, MEETING SECTION 10.207 OF THE UNIFORM FIRE CODE, SHALL BE DESIGNED AND CONSTRUCTED WITHIN AN EASEMENT, A MINIMUM OF 25 FEET IN WIDTH ALONG THE SOUTH PROPERTY LINE OF LOT 1. THE ACCESSWAY AND TURNAROUND SHALL BE CONSTRUCTED WITH 2 INCHES OF ASPHALT OVER 2-1/2 INCHES OF CRUSHED SURFACING OVER 5 INCHES OF BASE MATERIAL TO A WIDTH OF 16 FEET. SOIL CONDITIONS MAY DICTATE THAT ADDITIONAL FOUNDATION MATERIALS BE REQUIRED.

D. ADDRESS SIGNING TO THE APPROVAL OF THE TRAFFIC ENGINEER MUST BE PROVIDED AT THE ENTRANCE OF THE ACCESSWAY FOR ALL LOTS SERVED BY THIS ACCESSWAY. IT SHALL BE THE RESPONSIBILITY OF ALL PROPERTY OWNERS HAVING ADDRESS SIGNS TO MAINTAIN THEIR OWN SIGNS.

4. SANITARY SEWERS

A. EACH LOT SHALL BE CONNECTED TO THE CITY SANITARY SEWER AT THE BUILDING CONSTRUCTION STAGE PERMITS FOR THIS WORK SHALL BE OBTAINED.

5. FIRE PROTECTION

A. FIRE PROTECTION MUST BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNIFORM FIRE CODE AND WATER DIVISION STANDARDS AND SPECIFICATIONS, AT THE EXPENSE OF THE DEVELOPER.

B. APPROVED FIRE HYDRANTS (500-FOOT SPACING AND WATER MAINS CAPABLE OF DELIVERING THE REQUIRED FIRE FLOW), SHALL BE PROVIDED TO WITHIN 250 FEET OF ANY NEW CONSTRUCTION.

6. MISCELLANEOUS

A. ANY UTILITY CONSTRUCTION, RELOCATION OR ADJUSTMENT COSTS SHALL BE AT THE APPLICANT'S EXPENSE.

B. THE APPLICANT SHALL COORDINATE WITH THE REFUSE DIVISION CONCERNING AN ADEQUATE REFUSE COLLECTION SYSTEM TO SERVE THE SITE.

C. PRIOR TO OBTAINING A BUILDING PERMIT, THE APPLICANT SHALL CONTACT THE APPROPRIATE CITY DEPARTMENTS TO MAKE THE NECESSARY ARRANGEMENTS FOR ALL REQUIRED IMPROVEMENTS. THE REQUIRED DEPARTMENTAL APPROVALS SHALL BE ACQUIRED FROM, BUT NOT NECESSARILY LIMITED TO, CITY LIGHT (383-2473), CITY WATER (383-2473), PUBLIC WORKS (591-5003).

D. UNDERGROUND ELECTRICAL SERVICE WILL BE REQUIRED TO LOTS 1 AND 2 PER CITY OF TACOMA RESOLUTION NO. 19922.

E. SEE BELOW

F. THE CITY OF TACOMA HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE VARYING THE PRIVATE ROAD OR ACCESSWAY CONTAINED WITHIN OR SERVING THE SHORT PLAT. THIS INCLUDES ALL SIGNS FOR THE PRIVATE ROAD AND ADDRESS IDENTIFICATION CONTAINED WITHIN OR SERVING THE PRIVATE ROAD OR ACCESSWAY. THE ACCESS ROAD SHALL BE MAINTAINED BY THE LOT SERVED TO ALL LOTS SERVED BY THIS ACCESSWAY. THE ACCESS ROAD SHALL BE NECESSARILY SERVED TO A LEVEL ABOVE THE TO ACCOMMODATE FIRE APPARATUS AND THE NECESSARY SERVICE EQUIPMENT. PARKING WITHIN THE LIMITS OF THIS ACCESSWAY SHALL BE RESTRICTED AT ALL TIMES AND THE ACCESSWAY SHALL REMAIN OPEN AT ALL TIMES FOR PUBLIC USE.

7. THE CITY SANITARY SEWER SHALL BE EXTENDED TO SERVE ALL LOTS.

A. SANITARY SEWER PLANS SHALL BE PER CITY STANDARDS AND SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

8. THE CITY WATER MAIN SHALL BE EXTENDED TO SERVE ALL LOTS. DESIGN AND CONSTRUCTION SHALL BE TO WATER DIVISION STANDARDS AND SPECIFICATIONS.

A. A FIRE HYDRANT SHALL BE INSTALLED IN THE CUL-DE-SAC OR RESIDENTIAL AUTOMATIC SPRINKLER SYSTEMS SHALL BE PROVIDED FOR EACH LOT.

9. THE APPLICANT IS ADVISED THAT, IN ACCORDANCE WITH CITY ORDINANCE NO. 24493, CEMENT CONCRETE SIDEWALK SHALL BE CONSTRUCTED ON ALL STREET FRONTAGES ABUTTING THE SITE.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 19 AT H-H-IN BOOK OF AT THE REQUEST OF ACCURACY UNLIMITED.

COUNTY AUDITOR RECORDING FEE AUDITOR'S FILE # 9105280188

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

Accuracy Unlimited
1992

DATE



Reference on

© 1991 BSI

ACCURACY UNLIMITED

LIT SURVEYS SUBDIVISIONS
SHORT PLATS TOPOGRAPHIC SURVEYS
3927 S. ALVARADO ST.
PRINCETON, VA 98387

RECORD OF SURVEY

IN SE 1/4, SE 1/4, SEC 27, T21N, R2E, W1M.

FOR: Fred ROBEASON
4332 S. 41st. ST.
Burien, WA 98149

9105280188

JOB # 7790

SCALE: 1"=50'

DATE: 10-17-90

PARTY CHIEF: F&G

DWN BY: CH

CHK'D BY: CH

SHEET 3 OF 3

BK 675 DG 3231

original

9105280188