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
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.
DEDICATION & DECLARATION OF SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS IN FREE AND UNENCUMBERED TITLE TO THE LAND HEREIN SUBDIVIDED, DECLARE THIS PLAT TO BE AND IT IS A SUBDIVISION OF THE LAND, AND CONVEY TO THE CITY OF EDGECOMBE, PURSUANT TO THE LAW OF THE STATE OF WASHINGTON, THE USE OF ALL STREETS AND AYRES AS SHOWN ON THE ORIGINAL SURVEY SHEET AND AS SHOWN HEREBY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY WAIVE FOR THEMSELVES, THEIR HEIRS, AND ASHEEKS AND ALL OTHERS IN ESTATE, RIGHTS AND TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGECOMBE, ITS SCHOOLS AND ASSOCIATION, WHICH MAY BE OCCURRED BY THE EMBELLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR UTILITY 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 SPECIFIED CONDITIONS AND AGREEMENTS THAT ARE CONDITIONS OF THIS PLAT ARE MADE A PART HEREOF AND THE OWNERS AND THEIR ASSIGNS DO HEREBY AGREE TO AND DO COMPLY WITH THESE CONDITIONS.

THE UNDERSIGNED, OWNERS OF THE LAND HEREBY WAIVE FOR THEMSELVES, THEIR HEIRS, AND ASSHEEKS AND ALL OTHERS IN ESTATE, RIGHTS AND TITLE FROM THE UNDERSIGNED, ANY  AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF EDGECOMBE, ITS SCHOOLS AND ASSOCIATION, WHICH MAY BE OCCURRED BY THE EMBELLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR UTILITY SYSTEMS WITHIN THE SUBDIVISION.

STATE OF WASHINGTON)

COUNTY OF PIERCE

ON THIS DAY PERSONALLY APPEAR Before ME, to be the Individual, or Individuals, described in and who executed the within and foregoing instrument, and acknowledged that I am the person or persons by whom the same is or are attested, and for the uses and purposes therein mentioned, and on oath state that He was authorized to execute said instrument, and under my hand and official seal this day of ____, 2018.

Notary Public in and for the State of Washington

Residing at _____________________________

My commission expires ____________________________
EASEMENT RESERVATION

AN EASEMENT IS HEREBY RESERVED FOR AND CONVEYED TO CITY OF MILTON WATER DEPARTMENT AND SHALL HAVE THE RIGHT HERETO FROM INSTANT THREE INTO ANY SOIL OR PRECISE AT LAW. AT TIMES AS MAY BE NECESSARY, TO ENTER UPON THE LAND TO INSTALL, MAINTAIN, OR REPAIR WATER MAIN AND SERVICE OR ANY PART THEREOF OR ADDITIONAL SERVICE OR ANY PART THEREOF FOR THE PURPOSE OF SERVING THE PROPERTY OR ANY OTHER PROPERTY WITH WATER AND OTHER UTILITY SERVICE.

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

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

EASEMENT RESERVATION

AN EASEMENT IS HEREBY RESERVED FOR AND DEDICATED TO CITY OF EDMODD FOR USE AS PRIVY MANHOLE, SEWER MANHOLE, OR ANY OTHER UTILITY FACILITY OR APPARATUS FOR THE PURPOSES OF THE EASEMENT CONVEYED HEREIN.

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

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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:

   ![Diagram of easement and details]

   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
By John Merlino
Printed Name
Its Vice President
Title

Puyallup School District

Signature
By Brian Devereaux
Printed Name
Its Director of Facilities Planning
Title