## REQUEST FOR COMMENTS

DATE: Wednesday, May 6, 2020

|  | Alderwood Water District - Mike Graves |  | Pilchuck Audubon Society (President) |
| :--- | :--- | :--- | :--- |
|  | Burlington Northern Santa Fe Railway (Marvinique Hill) |  | Port of Everett (Laura Gurley) |
|  | City of Edmonds (Rob Chave) |  | Puget Sound Clean Air Agency (SEpa Email /Air Resource Specialist) |
|  | City of Everett (Allan Giffen) | X | Puget Sound Energy (Dom Amor) |
|  | City of Everett (Steve Ingalsbe) |  | Puget Sound Regional Council |
|  | City of Lynnwood (Todd Hall) |  | Seattle Dist. Corps of Engineers (Dept. Army-Reg. Branch) |
|  | City of Mill Creek (Tom Rogers) |  | Snohomish Co. Airport/Paine Field (A. Rardin/R. Zulauf) |
| X | City of Mukilteo (Building Official) |  | Snohomish Co. Assessor's Office (Ordinances Only) |
| X | City of Mukilteo (Fire Chief) |  | Snohomish Co. Conservation District |
| X | City of Mukilteo (Fire Marshal) |  | Snohomish Co. PW/ Environmental (Shannon Flemming) |
| X | City of Mukilteo (Engineering) |  | Snohomish Co. Marine Res. Comm. (Kathleen Herrmann) |
| X | City of Mukilteo (Com. Dev. Dir.) |  | Snohomish Co. Planning \& Dev. Srvc. (Ryan Countryman) |
| X | City of Mukilteo ( Police, Cheol Kang, Myron Travis) | X | Snohomish Co. PUD: Dist. Eng. Services (Mary Wicklund) |
| X | Comcast of Washington (Casey Brown, John Warrick) |  | Snohomish Health District (Bruce A. Straughn) |
|  | Community Transit (Kate Tourtellot) |  | Sound Transit Authority (Perry Weinberg) |
|  | Dept. of Commerce (Growth Mgmt. Svcs Rev. Team) |  | South Snohomish Co. Fire Dist. (Kevin Zweber) |
|  | Dept. of Natural Resources (James Taylor) |  | Tulalip Tribes - (Zachary Lamebull) |
|  | Economic Alliance of Snohomish County |  | Tulalip Tribes - (Richard Young) |
|  | FAA/Air Traffic Division, ANM-0520 (Daniel Shoemaker) | X | United States Postal Service (Soon H. Kim) |
|  | FEMA (John Graves) | X | Verizon Company of the NW, Inc. (Tim Rennick.) |
|  | Island County MRC (Rex Porter) (Shoreline Only) | X | Washington Dept. of Ecology (Peg Plummer) |
|  | Master Builders King/Sno. Counties (Mike Pattison) |  | Washington Dept of Fish \& Wildlife (Jamie Bails) |
| $X$ | Mukilteo School District (Cindy Steigerwald) |  | WSDOT (Leah Bolotin) |
| $X$ | Mukilteo School District (Josette Fisher) | WSDOT (Ramin Pazooki) |  |
| $X$ | Mukilteo Water \& Wastewater District (Jim Voetberg, Manager; <br> Rick Matthews; Kendra Chapman) |  | WSDOT Ferries(Kevin Bartoy) (Shoreline Only) |
|  | National Marine Fishery Service |  | WRIA 7 Water Resources |
|  | Office of Archaeology \& Historic Pres. (Allyson Brooks) |  | Other: |
|  | Ogden, Murphy, Wallace (Daniel Kenny) (Ordinances Only) |  |  |

FILE NO.: SFR-ADU-2020-001
PROPONENT: William Zander
PROJECT NAME: Interior Accessory Dwelling Unit by Zander
PROJECT DESCRIPTION: To construct a two-story addition to the existing structure located at 10432 Marine View Drive. The addition includes a garage and shop on the main level and a 697 sf interior accessory dwelling (ADU) unit on the second level. The proposed one-bedroom ADU will have a separate building entrance independent from the main unit. The proposal is located outside of the 200 ft shoreline buffer and is not subject to Title 17B Shoreline Management Regulations. The proposal satisfies categorically exemption criteria specified in MMC 17.84.075(A) and WAC 197-11-800(1). Therefore, the proposal is exempt from threshold determination and EIS requirements.

PROJECT NAME: Interior Accessory Dwelling Unit by Zander

## ATTACHED IS:

| $X$ | Notice of Application | $X$ | Topographical Survey |
| :---: | :--- | :---: | :--- |
| $X$ | Application(s) - Land Use, Building, Engineering | $X$ | Structural Plans and Calculations |
| $X$ | Title Report | $X$ | Building Height Worksheet |
| $X$ | Geotechnical Report | $X$ | Civil Plans |
| $X$ | Architectural Plans | $X$ | Soil Management Plan |

NOTE: $\qquad$
$\qquad$

Please review this project as it relates to your area of concern and return your comments with this cover sheet by 4:30 PM on Wednesday, May 20, 2020, to Garrett Jensen, Associate Planner, City of Mukilteo, 11930 Cyrus Way, Mukilteo, Washington 98275.



## RESPONSE SECTION:

$\qquad$ Comments Attached $\qquad$ No Comments

COMMENTS: $\qquad$

## Signature

Date

## Company

DO YOU WANT A COPY OF OUR NOTICE OF DECISION
YES NO


William Zander (applicant) submitted applications for a land use permit with the City of Mukilteo on March 4, 2020. The City of Mukilteo determined the applications incomplete on March 23, 2020 and requested additional information. The applicant submitted an additional information on April 17, 2020, and the City determined the application complete April 22, 2020.

Description of Proposal: To construct a two-story addition to the existing structure located at 10432 Marine View Drive. The addition includes a garage and shop on the lower level and a 697 sf interior accessory dwelling (ADU) unit on the second level. The proposed one-bedroom ADU will have a separate building entrance independent from the main unit. The proposal is located outside of the 200 ft shoreline buffer and is not subject to Title 17B Shoreline Management Regulations.

Location of Proposal: 10432 Marine View Drive, Mukilteo, Washington 98275
Property Identification Number(s): 00408600802300
Environmental Documents Prepared: The applicant submitted the following environmental related documents with the project permit application:

- Addendum to Geotechnical Report prepared by HWA GeoSciences Inc dated January 9, 2020.


## List of Required Permits:

- Land Use Permit
- Building Permit
- Engineering Permit(s) -Clearing and Grading, Stormwater
- Any Applicable State and Federal Permits


## Applicable Policies and Requirements

The project will be reviewed for consistency with the following policies, standards and regulations:

Comprehensive Plan
M Mukilteo Municipal Code
【 Mukilteo Development Standards
$\square$ Sector Plan \& AmendmentsInternational Building Code (2015 Edition)
【 International Fire Code (2015 Edition)

## State Environmental Policy Act (SEPA)

The proposal satisfies categorically exemption criteria specified in MMC 17.84.075(A) and WAC 197-11-800(1). Therefore, the proposal is exempt from threshold determination and EIS requirements.

## Comment Period

This application and all supporting documents (File No. SFR-ADU-2020-001) are available for public review on the City's website at http://www.mukilteowa.gov/land-use-action-notices, or contact City Hall at (425) 463-8000. Comments must be delivered to the City by mail, personal delivery to the drop box outside City Hall, or other method, during normal business hours by 4:30 PM on Wednesday, May 20, 2020.

The City will not act on this application until the end of the 14-day public comment period. Upon completion of project review, the City will either administratively approve, approve with conditions, or deny the applications). You may request a copy of the final decision on the project by making a written request to the City contact person named below.

## Public Hearing

This is a Type I application, and authority for final decision of the project is administrative. Therefore, the City will not conduct a public hearing on this project.

## Appeals

The final decision on this project is administratively appealable. An appeal must be filed within 14 days after the final decision on the project is issued. Only parties of record may initiate an administrative appeal of a land use development permit application. Parties of record include the applicant, any person who testified at the open record hearing, and/or any person who submitted written comments concerning the application (excluding persons who have only signed petitions or mechanically produced form letters).

Staff Contact: Garrett Jensen, Associate Planner
T: (425) 463-8000
E: gjensen@mukilteowa.gov

Signature:


Date: $5 / 6 / 20$

## Location Map



Date Issued: Date Advertised: End Comment Period:

Wednesday, May 6, 2020
Wednesday, May 6, 2020
Wednesday, May 20, 2020
pc: Applicant/Representative Reviewing Agencies Interested Parties

CDD Director
Permit Services Personnel
Project File

## SER. ADC. 2020.001

## GENERAL INFORMATION

address/LOCATION: 10432 MARINE VIEW DR PARCEL NO: 00408600802300 description of work: Partial $2^{\text {nd }}$ Floor Addition, New Garage, and A.P.U.
comp plan designation: SFR Law Density zoning: RD $12.5(\mathrm{~s})$
DATE OF PREAPPLICATION MEETING (if held):
APPLICANT INFORMATION
name: William Lander PHONE: 2066798457
email: BILLZANDER@gMAIL.com address: 10432 Marine VIEW $D_{R}$._city: MUKLLTEU STATE: WA zIP: 98275 PROPERTY OWNER INFORMATION Same as Above
NAME: $\qquad$ PHONE: $\qquad$ EMAIL: $\qquad$
ADDRESS: $\qquad$ CITY: $\qquad$ STATE: $\qquad$ ZIP: $\qquad$ CONTACT INFORMATION X Same as Above NAME: $\qquad$ PHONE: $\qquad$ EMAIL:
 ADDRESS: CITY: $\qquad$ STATE: $\qquad$ ZIP:

## Project Type (check all that apply):

| $\boxed{4}$ Accessory Dwelling | $\square$ Reasonable Use* | $\square$ Special Use* |
| :--- | :--- | :--- |
| Unit* | $\square$ Rezone* | $\square$ Subdivision*: |
| $\square$ Binding Site Plan | $\square$ Shoreline: | $\square$ Preliminary Short |
| $\square$ Comprehensive Plan | $\square$ Conditional Use* | $\square$ Preliminary Long |
| Amendment | $\square$ Exemption | $\square$ Final Short |
| $\square$ Conditional Use* | $\square$ Substantial Development* | $\square$ Final Long |
| $\square$ Lot Line Adjustment* | $\square$ Variance* | $\square$ Amendment |

*Supplemental Application Required

- Variance*
$\square$ Wireless Communication Facility
$\square$ Other: $\qquad$ $\longrightarrow$

SEA

## SIGNATURE:

I/We certify that the information provided in this application, including all submittals and attachments, is true and correct under penalty of perjury by the laws of the State of Washington.

William Lander
Applicant / Authorized Agent Signature Date


# RECEIVED 

MAR 042020
CITY OF MUKILTEO


11930 Cyrus Way, Mukilteo, WA 98275
(425) 263-8000

Fax (425) 212-2068

## Accessory Dwelling Unit Supplemental Application Form

3.4 .2020

Date:


Application Number: $\qquad$
Fee Received: \$ $\qquad$ ■ Cash $\qquad$ Check Other Receipt \#: $\qquad$

1. Name of Project: $\qquad$
2. Applicant is:

- Owner
$\square$ Authorized Agent for Owner
Name: WILLIAM 2 ANDER
Address: 10432 Marine VIEW $D R$
MUKLTEO, WA 98275
Phone: 206.679 .8457

3. Legal Description of Property (may be attached): LOT 23 , BLOCK 8 , OF CHENNAULT BEACH SUBDivision NE, SEC 20, TWN $28 N$, RGE4E, WM,
4. Assessor's Tax Number of all property involved in the application:

00408600802300
5. Existing Zoning: $R D 12.5(\mathrm{~S})$
6. Existing Comp Plan Designation: SFR Law DENSiTY
7. Type of ADU: $\quad \square$ Interior $\square$ Attached Detached
8. Number of Parking Stalls on the Property: $\qquad$
9. ADU Status: $\square$ Pre-Existing 区 New
10. Square footage of existing residence: $\frac{2,304 \mathrm{SF}(1,739 \text { LIVING, } 565 \text { GARAGE })}{[4,255 \text { proposed }]}$
11. Square footage of proposed ADU : $\qquad$
12. Number of Bedroom in ADU: $\qquad$
13. Drawings: All accessory dwelling units shall comply with the design standards as outlined in MMC 17.30.060. Attach two copies of building site plans and elevations showing compliance with MMC 17.30.030.

Drawing Attached: $\quad$ Yes $\square$ No
14. Ownership Verification: Attach the owner's Affidavit of Ownership form verifying that the owner will be resides in either the principal unit or the accessory dwelling unit as the permanent residence for at least six months of each calendar year.

Affidavit of Ownership form attached: Yes $\square$ No

This project is submitted to the City of Mukilteo for the purpose of obtaining its approval in accordance with the Laws of the State of Washington, Chapter 271, extraordinary session of the 1969 Legislature, and Ordinance No. 350 of the City of Mukilteo.

The information given is said to be true under the penalty of perjury by the Laws of the State of Washington.

Signatures:


Owner* $\qquad$ Date $\qquad$

Agent for Owner $\qquad$ Date $\qquad$

* NOTE: If legal owner is a corporation or partnership, proof of ability to sign for the corporation or partnership shall be submitted to the City of Mukilteo with this application.


## Engineering Permit Application

## Application Type - Mark all those that apply

$\square$ Clearing \& Grading (Land Surface Modification) Per MMC 15.16.010

Right-of-Way
Per MMC 12.01.010

## General Permit Information

PROJECT NAME: Zander Residence
PROJECT ADDRESS: 10432 Marine View Dr. Mukilteo. WA 98275

1. CONTRACTOR $\square$ Applicant Name $\qquad$
Address
City/State/Zip $\qquad$
24 Hour Phone $\qquad$
State License \# $\qquad$
Mukilteo License \# $\qquad$
E-mail $\qquad$
2. PROPERTY OWNER

Applicant

| Name | William Zander |
| :--- | :--- |
| Address | 10432 Marine View Dr. |
| City/State/Zip | Mukilteo, WA 98275 |
| Phone_ | 206.679 .8457 |
| E-mail | billzander@gmail.com |

3. PRIMARY CONTACT

## Applicant

Name $\qquad$
Address $\qquad$
City/State/Zip $\qquad$
24 HR Phone $\qquad$
E-mail $\qquad$
4. PARCEL NUMBER(S)

00408600802300

## 5. PROJECT DESCRIPTION

Garage and addition to an existing single family residence.
6. TOTAL PROJECT AREA (INCLUDE ROW, IF ANY) (SF)

$$
7,750
$$

7. TOTAL SITE AREA (SF)

25317
8. TOTAL GRADING QUANTITIES (CY)
(Use Total from pg. 2 , \#4)
15
9. IS A RETAINING WALL PROPOSED? YES or NO
10. EXISTING SITE IMPERVIOUS SURFACE COVER (\%)
(Report Item 2 from Page 4)
$\qquad$
11. TOTAL NEW PLUS REPLACED HARD SURFACES (SF) (Report Item 6 from Page 5) 1584
12. TOTAL PROPOSED LOT HARD SURFACE COVERAGE (SF) - (Report Item 7 from page 5) 6950

## Clearing \& Grading (Land Surface Modifications)

1. Total Area of Land Surface Disturbance (SF): 2,400
2. Vegetation to be Removed:
$\square$ Evergreen Trees: $\qquad$ (canopy area)Deciduous Trees: $\qquad$ (canopy area)
$\square$ Shrubs / Lawn: 1980 (area)Invasive(s): $\qquad$ (area)Other: $\qquad$ (area)
Invasive types $\qquad$
3. Method of Land Disturbance: $\square$ Hand Clearing $\square$ Machine
4. Land Disturbance Outside the Building Footprint:
$\square$ Exported: $\qquad$ (CY)Imported to Site: $\qquad$ (CY)
$\square$ Re-Graded on Site: 15
(CY) $\square$ Other: $\qquad$ (CY)

Total 15 15 (Add all Land Disturbance, Report on Page 1, \#8)
5. Provide Address for Materials Disposal Site 8616 219th St SE, Woodinville, WA 98072
6. Maximum Height of Fill: . 5 $\qquad$ Maximum Depth of Cut: $\qquad$
7. Identify any stream, surface water, drainage course, wetlands, or critical areas on or within 200 feet of the property:

There is a pond to the west of the single family residence, which will not be impacted as it is more than 200 ft away from the building even though it is on the property.

## Retaining Walls:

If a retaining wall is proposed, please check which applies (Height is measured from bottom of footing)
$\square$ No retaining wall proposed
$\square \geq 4$ feet
$\square \leq 4$ feet and not load bearingAny height and load bearing

## Right-of-Way:

Type of work being performed in City right-of-way:Other: $\qquad$

## WHAT ARE HARD SURFACES and IMPERVIOUS SURFACES?

Hard surfaces include permeable pavement, decks, vegetated roofs, and all impervious surfaces.
Impervious surfaces are non-vegetated surface areas that either prevent or impair water entry into the soil. These surfaces cause water to run off the surface in greater quantities or at increased flow rates from natural conditions. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, gravel, asphalt, concrete and bricked surfaces. (See MMC 17.08 for complete definition.)

## Step 1. Determine if a Stormwater Permit is Needed

## Does the project propose to:

A. Add new or replace 2,000 square feet or more of hard surface area?
B. Disturb 7,000 square feet or greater of land?
C. Connect to the City's stormwater system?


If the answer to ANY of the above is "YES," then a Stormwater Permit is required. Complete entire Stormwater Permit Application and provide required submittals.

If the answer to ALL of the above is "NO," then a Stormwater Permit is NOT required. Complete Steps \#2 through \#6 and include a Short SWPPP form with your application.

## Step 2. Calculate Existing Impervious Surface Area

Enter the area for all existing impervious surfaces on the property. Only include those items that are impervious. Hard surfaces, such as porous pavement, will be considered in Step 3. If there are none to add, enter " 0 ".

| TABLE 1 - EXISTING IMPERVIOUS SURFACES |  |  |
| :--- | :---: | :---: |
| Types of improvements to <br> consider (not a complete list) | Existing Impervious <br> Surfaces Area (sf) | Describe area(s) included in SF (e.g. house, driveway, <br> etc.) |
| Roof Structures (all buildings) | 2802 | Existing roof from house. |
| Sidewalks / Walkways | 563 | walkway leading up to house, and back patio |
| Covered Porch / Deck / Patio | 2001 | Driveway leading up to existing garage from Marine View <br> Drive |
| Driveway (include gravel <br> areas) |  |  |
| Parking Lot (incl. gravel areas) | 5366 |  |
| Other |  |  |
| TOTAL |  |  |

Step 3. Determine if the Project is New Development or Redevelopment

| TABLE 2 - PERCENT EXISTING IMPERVIOUS COVER CALCULATION |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| A. Enter the total from Item 1 above | $\rightarrow$ | 5366 |  |  |
| B. Total Site Square Footage | $\rightarrow$ | 25317 |  |  |
| Existing Site Impervious Cover $\%$ | $(\mathrm{~A} \div \mathrm{B}) \times 100$ | Item 2 |  |  |

> Report Item 2 on Page 1, \#10.
$>$ Use result for Step 7. If $<35 \%$, project is new development. If $>35 \%$, project is redevelopment

## Step 4. Calculate Existing Hard Surface Area

Enter any existing hard surfaces not included in the impervious surface calculation in Step 2. If there are none to add, enter " 0 ".

| TABLE 3 - EXISTING HARD SURFACES |  |  |
| :--- | :---: | :---: |
| $\begin{array}{c}\text { Types of improvements to } \\ \text { consider (not a complete list) }\end{array}$ | $\begin{array}{c}\text { Existing Hard } \\ \text { Surfaces Area (sf) }\end{array}$ | Describe area(s) included in SF (e.g. house, driveway, |
| etc.) |  |  |$]$| Green Roof Structures |  |  |
| :--- | :--- | :--- |
| Porous Sidewalks / Walkways |  |  |
| Porous Porch / Deck / Patio |  |  |
| Porous Driveway / Parking |  |  |
| Other | Item 3 |  |
| TOTAL |  |  |

$>$ Use Item 3 in Step 6.

## Step 5. Calculate Proposed New and Replaced Hard Surfaces

Include all types of hard (and impervious) surfaces in the table. No "credit" is taken for replaced hard surfaces. For example, if $1,500 \mathrm{sf}$ of gravel is replaced with a $1,500 \mathrm{sf}$ garage, this is entered as 1,500 sf replaced hard surface. There is no deduction for the replaced gravel.

| TABLE 4 - PROPOSED NEW PLUS REPLACED HARD SURFACES <br> (Enter "0" for sections not applicable to your project) |  |  |  |
| :---: | :---: | :---: | :---: |
| Proposed new PLUS replaced hard surfaces | Describe area(s) included in SF? (e.g. house, driveway, etc.) | New SF | Replaced SF |
| Roof Structures (all buildings) | Garage building addition. | 1258 |  |
| Green Roof (not included above) |  |  |  |
| Sidewalks / Walkways | new entrance patio up to building addition. | 128 |  |
| Covered Porch / Deck / Patio |  |  |  |
| Uncovered Porch / Deck / Patio |  |  |  |
| Driveway (impervious) | Pavers leading to new garage entrance. | 198 |  |
| Parking (impervious) |  |  |  |
| Pervious Paving surfaces (all |  |  |  |
| All Right-of-Way Improvements |  |  |  |
| Others |  |  |  |
| SUBTOTALS | $\rightarrow$ | $\begin{array}{r} \text { Item } 4 \\ 1584 \end{array}$ | $\text { \|tem } 5$ |
| TOTAL NEW PLUS REPLACED HARD SURFACES | Add Items 4 \& 5 | Item 6 $158$ |  |

$>$ Report Item 6 on Page 1, \#11.
> Use Item 4 in Step 6 (do not include Item 5).

Step 6. Calculate Total Proposed Hard Surfaces

| TABLE 5 - TOTAL PROPOSED HARD SURFACES |  |  |
| :---: | :---: | :---: |
| A. Report Item 1 Subtotal (from Step 2) |  | 5366 |
| B. Report Item 3 Subtotal (from Step 4) |  | 0 |
| C. Report Item 4 Subtotal (from Step 5) |  | 1584 |
| TOTAL PROPOSED LOT HARD SURFACE COVER | Add A, B, \& C | Item 7 6950 |

$>$ Report Item 7 on Page 1, \#12.

Step 7. Determine the Stormwater Minimum Requirements
Is the result on page 1, \#10; 35\% or more?YES

Figure 2.4.1
Flow Chart for Determining Requirements for New Development (from Ecology Manual)


Figure 2.4.2
Flow Chart for Determining Requirements for Redevelopment (from Ecology Manual)

Does the project result in 2,000 square feet, or more, of new plus replaced hard surface area? OR
Does the land disturbing activity total 7,000 square feet or greater?


Does the project add 5,000 square feet or more of new hard surfaces?

OR
Covert $3 / 4$ acres or more of vegetation to lawn or landscaped areas?

OR
Convert 2.5 acres or more of native vegetation to pasture?


## Other

Anticipated Start Date:

## Anticipated Completion Date:

A Department of Ecology Construction Stormwater Permit is required for projects that disturb $\geq 1$ acre. Will your project disturb $\geq 1$ acre of land through clearing, excavating, or stockpiling of fill? $\square$ Yes $\square$ No
If yes, complete NOI at http://www.ecy.wa.gov/programs/wq/stormwater/construction/enoi.html
A Forest Practice Permit is required for all projects removing and selling timber from the property site. Will your project remove and sell timber? $\square$ Yes $\square$ No

A BNSF Permit is required for all projects that will discharge stormwater onto BNSF property (ROW). Does your project discharge to BNSF ROW?Yes ${ }^{\square}$ No

A Hydraulic Permit from the Department of Fish and Wildlife and / or from the Army Corps of Engineers is required for all fill, or work within, over, or under a stream or wetland. Will your project involve stream or wetland?Yes ${ }^{\square}$ No

The list above is meant to provide guidance; it is the project applicant's responsibility to identify and obtain all required permits. All State, Federal, and/ or other applicable Permits shall be obtained and a copy provided to the City of Mukilteo prior to issuance of the City of Mukilteo Engineering Permit.

The permittee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by the construction, installation, operation, location, maintenance, or any other cause related to the improvement for which this permit is granted. With respect to this permit and as to claims against the City, its officers, agents and employees, the permittee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to any employees the permittee may have, and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extend to any claim brought by or on behalf of any employee of the permittee. This waiver has been mutually negotiated by the parties as part of the permitting process and is given, as is the indemnification agreement contained within this paragraph, as consideration for issuance of a right-of-way use permit by the City. This paragraph shall not apply to any damage or injury resulting from the sole negligence of the City, its agents or employees. To the extent any of the damages or injuries referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the permittee, its officers, agents or employees, if any.

The acceptance of the conditions upon which this permit is granted shall be evidenced by the beginning of the installation of said FACILITIES as set forth herein.

## SEE ATTACHED INSURANCE REQUIREMENTS AND ACKNOWLEDMENTS. ADDITONAL SIGNATURE REQUIRED.



## ENGINEERING APPLICATION CHECKLIST

Provide the following information as part of your submittal as required in Mukilteo Municipal Code 17.13 and the City of Mukilteo Development Standards.

| Yes | N/A | Document |
| :---: | :---: | :---: |
| $\checkmark$ | $\square$ | Engineering Permit Application - 1 |
| $\checkmark$ |  | Stormwater Pollution Prevention Plan (SWPPP) - 3 originals |
| $\checkmark$ |  | Stormwater Site Plan (Drainage Report) - 2 originals |
|  | $\checkmark$ | Geotechnical Report - 2 originals |
| $\checkmark$ |  | Civil Plan Set - 3 originals |
|  | $\checkmark$ | Wetland and Streams Report - 2 originals |
|  | $\checkmark$ | Transportation Impact Study - 1 original |
|  | $\checkmark$ | Transportation Concurrency Evaluation and Determination of Transportation Impact Fees Form (if over 10 pm peak trips) - 1 original |
|  | $\checkmark$ | Temporary Traffic and Pedestrian Control Plan - 2 originals |
| $\checkmark$ |  | Soil Management Plan - 2 originals |
|  | $\checkmark$ | Tree Preservation Plan - 2 originals |
|  | $\checkmark$ | Maximum Extent Feasible (MEF) Documentation - 1 original |
|  | $\checkmark$ | Draft Statutory Warranty Deed (Right-of-Way Dedication), including Title Report, Map, and Real Estate Excise Tax Affidavit Form - 1 of each original |
|  | $\checkmark$ | Evidence of Vesting Rights - 1 original |
|  | $\checkmark$ | Application for Alternate Material, Design, or Method of Construction - 1 original |
|  | $\checkmark$ | Application for Exception from Stormwater Minimum Requirements - 1 original |
|  | $\checkmark$ | Draft Declaration of Covenant/Maintenance Plan for Stormwater - 1 original |
|  | $\checkmark$ | Draft Access Easement for Stormwater - 1 original |
|  | $\checkmark$ | Draft Joint-Use and Maintenance Agreement for Private Roads/Joint-use Driveways - 1 original |
| $\square$ | $\checkmark$ | WSDOT approval if adjacent to State Route - 1 original |
| $\square$ | $\checkmark$ | Other agency permits (list) - (1 original each) |
| $\square$ | $\checkmark$ | Wildlife Habitat Report - 2 originals |
| $\square$ | $\checkmark$ | Archaeology Report - 2 originals |

## INSURANCE

## A. Insurance Term

The Permittee shall procure and maintain for the duration of the Permit, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Permittee's behalf with the issuance of this Permit.

## B. No Limitation

Permittee's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## C. Minimum Scope of Insurance

Applicant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 0001 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Permittee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 2012 or a substitute endorsement providing at least as broad coverage.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 0001.

## D. Minimum Amounts of Insurance

Permittee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than $\$ 1,000,000$ each occurrence, $\$ 2,000,000$ general aggregate and a $\$ 2,000,000$ products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $\$ 1,000,000$ per accident.

## E. Other Insurance Provision

The Permittee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or selfinsured pool coverage maintained by the City shall be excess of the Applicant's insurance and shall not contribute to it.

## F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

## G. Verification of Coverage

Permittee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before issuance of the Permit.

## H. Notice of Cancellation

The Permittee shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

## I. Failure to Maintain Insurance

Failure on the part of the Permittee to maintain the insurance as required shall constitute a material breach of the Permit, upon which the City may, after giving five (5) business days' notice to the Permittee to correct the breach, immediately terminate the Permit, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

## J. City Full Availability of Consultant Limits

If the Permittee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Permittee, irrespective of whether such limits maintained by the Permittee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Permittee.

The acceptance of the conditions upon which this permit is granted shall be evidenced by the beginning of the installation of said FACILITIES as set forth herein.

## I HEREBY ACKNOWLEDGE THAT I HAVE READ AND AGREE TO COMPLY WITH THE REQUIREMENTS REGARDING INSURANCE.



MAR 042020
CITY OF MUKILTEO
11201 SE 8th St, Suite 200
Bellevue, WA 98004
WWW.CWTITLE.NET
Phone: (425) 646-3510
Fax: (425) 646-3513

# COMMITMENT FOR TITLE INSURANCE ISSUED BY <br> TITLE RESOURCES GUARANTY COMPANY SCHEDULE A 

1. Effective Date: February 5, 2020 at 8:00 a.m. Commitment No.: CK 40246442
2. Policy or Policies to be issued:

ALTA LOAN POLICY 6-17-2006
PROPOSED INSURED: LOANDEPOT.COM LLC ISAOA ATIMA
AMOUNT: $\$ 679,900.00$
PREMIUM: $\$ 790.00$
TAX: $\quad \$ 79.00$
TOTAL: $\$ 869.00$
3. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date hereof vested in:

William H. Zander and Melinda A. Siebel, husband and wife
4. The land referred to in this Commitment is described as follows:

See Exhibit " A " attached hereto.

## EXHIBIT "A"

LOT 23 IN BLOCK 8 OF CHENNAULT BEACH, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGES 96 THROUGH 99, RECORDS OF SNOHOMISH COUNTY AUDITOR;

SITUATE IN THE CITY OF MUKILTEO, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

APN: 00408600802300

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:
10432 Marine View Dr Mukilteo, WA 98275
TITLE COMPANIES INSURE PROPERTIES BASED ON THE LEGAL DESCRIPTION (NOT THE PROPERTY ADDRESS), AND THE PROPERTY ADDRESS IS NOT A PART OF THE LEGAL DESCRIPTION. THE PROPERTY ADDRESS HAS BEEN ADDED TO THIS PAGE FOR REFERENCE ONLY.

# COMMITMENT FOR TITLE INSURANCE ISSUED BY <br> TITLE RESOURCES GUARANTY COMPANY <br> <br> SCHEDULE B - SECTION I 

 <br> <br> SCHEDULE B - SECTION I}

REQUIREMENTS: The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and duly filed of record.
4. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may have additional requirements or exceptions.
6. This transaction may be subject to an order issued pursuant to the Bank Secrecy Act. The policy issuing agent must be provided with certain information necessary to comply with the order prior to the closing. This transaction will not be insured and this issuing agent and/or its underwriter will not be involved in the closing and settlement until this information is submitted, reviewed and found to be complete.

## SCHEDULE B - SECTION II

EXCEPTIONS: Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. See Schedule B - Section II Standard Exceptions.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

## SPECIAL EXCEPTIONS:

1. GENERAL PROPERTY TAXES AND SERVICE CHARGES, AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:
(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)
TAX ACCOUNT NO.:
00408600802300

| YEAR | BILLED | PAID | BALANCE |
| :--- | :--- | :--- | :--- |
| 2020 | $\$ 7,340.92$ | $\$ 0.00$ | $\$ 7,340.92$ |

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: $\$ 7,340.92$. LEVY CODE: 0667
ASSESSED VALUE LAND: $\$ 690,900.00$
ASSESSED VALUE IMPROVEMENTS: \$184,300.00
TOTAL ASSESSED VALUE
\$875,200.00

## SCHEDULE B- SECTION II (CONTINUED)

2. NOTICE OF ADDITIONAL TAP OR CONNECTION CHARGES BY THE MUKILTEO WATER DISTRICT FOR WATER OR SEWER FACILITIES, THE AMOUNTS AND CHARGES FOR WHICH HAVE BEEN OR WILL BE LEVIED AGAINST SAID PROPERTY, RECORDED UNDER RECORDING NOS. 8005220052 AND 8005220053 , WHEREIN THE SPECIFIC AMOUNT LEVIED IS NOT DISCLOSED. SUCH AMOUNT SHOULD BE FURNISHED BY THE MUKILTEO WATER DISTRICT.
3. AGREEMENTS; COVENANTS; CONDITIONS AND RESTRICTIONS, IF ANY, APPEARING IN THE PUBLIC RECORDS.
4. ANY EASEMENTS OR SERVITUDES APPEARING IN THE PUBLIC RECORDS.
5. ANY LEASE, GRANT, EXCEPTION OR RESERVATION OF MINERALS OR MINERAL RIGHTS APPEARING IN THE PUBLIC RECORDS.
6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: WILLIAM H. ZANDER AND MELINDA A. SIEBEL, HUSBAND AND WIFE TRUSTEE: CW TITLE BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS ("MERS"), ACTING SOLELY AS NOMINEE, AND LOANDEPOT.COM, LLC, AS LENDER
ORIGINAL AMOUNT: \$671,400.00
DATED: AUGUST 9, 2019
RECORDED: AUGUST 14, 2019
RECORDING NO.: 201908140401

NOTE 1: WITHIN THE PAST 36 MONTHS, THE FOLLOWING CONVEYANCES HAVE BEEN RECORDED IN SNOHOMISH, COUNTY, WHICH AFFECT THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN:
A. QUIT CLAIM DEED, RECORDING NO. 201901080238.

NOTE 2: WE FIND NO PERTINENT MATTERS OF RECORD AGAINST THE NAME(S) OF SAID BORROWER(S).

NOTE 3: THE MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHTS OF PARTIES IN POSSESSION, AND UNRECORDED LIENS FOR LABOR AND MATERIAL HAVE BEEN CLEARED FOR THE LOAN POLICY WHICH, WHEN ISSUED, WILL CONTAIN THE ALTA 905 OR WLTA 100 ENDORSEMENT, AS APPROPRIATE FOR THE POLICY FORM

NOTE 4: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

SINGLE FAMILY RESIDENCE
KNOWN AS:
10432 MARINE VIEW DR MUKILTEO, WA 98275

MAP

## SCHEDULE B- SECTION II (CONTINUED)

NOTE 5: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF trust, please note that Cw title may act as trustee of a deed of trust UNDER RCW 61.24.010(1).

NOTE 6: THE COMPANY REQUIRES THE PROPOSED INSURED TO VERIFY THAT THE LAND COVERED BY THIS COMMITMENT IS THE LAND INTENDED TO BE CONVEYED IN THIS TRANSACTION. THE DESCRIPTION OF THE LAND MAY BE INCORRECT, IF THE APPLICATION FOR TITLE INSURANCE CONTAINED INCOMPLETE OR INACCURATE information. notify the company well before closing if changes are NECESSARY. CLOSING INSTRUCTIONS MUST INDICATE THAT THE LEGAL DESCRIPTION HAS BEEN REVIEWED AND APPROVED BY ALL PARTIES.

NOTE 7: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITH THE BODY OF THE DOCUMENT

LOT 23, BLK 8, CHENNAULT BEACH, SNOHOMISH COUNTY
NOTE 8: IN THE EVENT THAT THE COMMITMENT JACKET IS NOT ATTACHED HERETO, ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN SAID JACKET ARE INCORPORATED HEREIN. THE COMMITMENT JACKET IS AVAILABLE FOR INSPECTION at any company office.

NOTE 9: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.

NOTE 10: A $\$ 1.00$ MAILING FEE WILL BE CHARGED PER DOCUMENT RECORDED.
NOTE 11: WHEN SENDING DOCUMENTS FOR RECORDING, VIA U.S. MAIL OR SPECIAL COURIER SERVICE, PLEASE SEND TO THE FOLLOWING ADDRESS, UNLESS SPECIFIC arRangements have been made with your title unit:

CW TITLE
CENTRAL BUILDING
1721 HEWITT AVENUE \#403
EVERETT, WA 98201
ATTN: RECORDING DEPT.
CW TITLE PRE-ADDRESSED ENVELOPES MAY STILL BE USED WHEN SENDING DOCUMENTS VIA TDS (TITLE DELIVERY SERVICE) TO THE ADDRESS ON THE FACE OF THE COMMITMENT COVER PAGE OR TO THE ABOVE ADDRESS.

## (END OF SPECIAL EXCEPTIONS)

Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

## SCHEDULE B- SECTION II (CONTINUED)

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the ALTA Homeowner's Policy of Title Insurance (2-03-10), and/or the ALTA Loan Policy (6-17-06).
If the policy to be issued is the ALTA Homeowner's Policy of Title Insurance (2-03-10), certain Covered Risks wil! be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

Disclosure of Affiliated Business. CW Title has a business relationship with several Windermere Real Estate firms that own shares of CW Title through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of CW Title. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to CW Title. You are not required to use CW Title as a condilion to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices.

JH6
Enclosures:
Sketch
Vesting Deed
Paragraphs all recorded encumbrances

## COMMITMENT FOR TITLE INSURANCE Issued by Title Resources Guaranty Company

Title Resources Guaranty Company a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules $A$ and $B$ and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.
IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.


## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a reporit of the condition of titie. Aniy action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $\$ 2,000,000$ or less shail be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [http://www.alta.org/](http://www.alta.org/).

## SCHEDULE B- SECTION II (CONTINUED) STANDARD EXCEPTIONS

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

## SCHEDULE B STANDARD EXCEPTIONS

## THAT WILL APPEAR IN ALTA OWNER'S and LOAN POLICY - STANDARD COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Worker's Compensation Acts, not disclosed by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

## SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN ALTA OWNER'S POLICY - EXTENDED COVERAGE

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Right of use, control or regulation by the United States of America in the exerclse of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

The following are the Exclusions From Coverage contained in the form of the policy or policies as described in Schedule A of the Commitment.

## AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating; prohibiting; or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1 (a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13; or 14); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule $A_{\text {, }}$ is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (2-03-10) EXCLUSIONS FROM COVERAGE

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
a. building;
b. zoning;
c. land use;
d. improvements on the Land;
e. land division; and
f. environnental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not iimit the coverage described in Covered Risk 17.
4. Risks:
a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
c. that result in no loss to You; or
d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

|  | WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION? |  |  |
| :---: | :---: | :---: | :---: |
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |  |  |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <br> - Social Security number and account balances <br> - Payment history and credit card or other debt <br> - Checking account information and wire transfer instructions <br> When you are no longer our customer, we continue to share your information as described in this notice. |  |  |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing. |  |  |
| Reasons w personal in | can share your rmation | Does TITLE RESOURCES GUARANTY COMPANY share? | Can you limit this sharing? |
| For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus |  |  |  |
| For our marketing purposes - to offer our products and services to you |  | No | We don't share |
| For joint marketing with other financial companies |  | No | We don't share |
| For our affiliates' everyday business purposes - information about your transactions and experiences |  | Yes | No |
| For our affiliates' everyday business purposes - information about your creditworthiness |  | No | We don't share |
| For our affiliates to market to you |  | No | We don't share |
| For nonaffiliates to market to you |  | No | We don't share |
| Questions? | Go to https://www.titleresources.com/privacypolicy |  |  |


| Who we are |  |
| :---: | :---: |
| Who is providing this notice? | TITLE RESOURCES GUARANTY COMPANY |
| What we do |  |
| How Does TITLE RESOURCES GUARANTY COMPANY protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does TITLE RESOURCES GUARANㅓㄴ COMPANY collect my personal information? | We collect your personal information, for example, when you <br> - Apply for insurance or pay insurance premiums <br> - Provide your mortgage information or show your driver's license <br> - Give us your contact information <br> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only <br> - Sharing for affiliates' everyday business purposes information about your creditworthIness <br> - Affiliates from using your information to market to you <br> - Sharing for nonaffiliates to market to you <br> State laws and individual companies may give you additional rights to limit sharing. |
| Definitions |  |
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. <br> part affiliates include companies that are own Gardens® Real Estate, CENTURY 21 ®, Coldwell Banker ${ }^{\circledR}$, Coldwell Banker Commercial $(\mathbb{B}$, the Corcoran Group $(\mathbb{B}), E R A(B)$, Sotheby's International Realty ${ }^{\circledR}$, ZipRealty ${ }^{\circledR}$, NRT LLC, Cartus and Title Resources Group. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies <br> - title resources guaranty company does not share with nonaffiliates so they can market to you. |
| Joint Marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <br> - title resources guaranty company does not share with nonaffiliated financial companies for joint marketing purposes. |
| Other Important Information |  |
| For European Union Customers <br> For our California Customers | Please see our Privacy Policy located at https://www.titleresources.com/privacypolicy <br> Please see our notice about the California Consumer Protection Act located at https://www.titleresources.com/privacypolicy |

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Affiliated Business Arrangement Disclosure Statement

To: Consumer

Property: 10432 Marine View Dr
Mukilteo, WA 98275
Date: February 5, 2020
Thank you for contacting CW Title (hereinafter "Agent"). Agent is jointly owned by WTG LLC ( $80 \%$ owner) and Title Resource Group Affiliates Holdings, LLC ("TRG") ( $20 \%$ owner). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company. TRG's parent company is also the one hundred percent owner of Title Resources Guaranty Company. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE free to shop around to determine that you are receiving the best services and the best rate for these services.

| Companies | DESCRIPTION OF CHARGES | ESTIMATE OF RANGE OF Charges <br> GENERALLY MADE BY PROVIDER |
| :--- | :--- | :--- |
| Title Resources Guaranty <br> Company | Title Insurance Premium | Title Insurance premium <br> between $\$ 7.72$ and $\$ 4.37$ per <br> thousand dollars of policy <br> coverage.* |
| *This range of charges |  |  |
| covers, as an example, |  |  |
| policies from $\$ 100,000.00$ to |  |  |
| $\$ 400,000.00$, however the |  |  |
| cost to you will differ |  |  |
| depending on the policy |  |  |
| amount. |  |  |

## EXHIBIT "A"

LOT 23 IN BLOCK 8 OF CHENNAULT BEACH, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGES 96 THROUGH 99, RECORDS OF SNOHOMISH COUNTY AUDITOR;

SITUATE IN THE CITY OF MUKILTEO, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:
10432 Marine View Dr Mukilteo, WA 98275
TITLE COMPANIES INSURE PROPERTIES BASED ON THE LEGAL DESCRIPTION (NOT THE PROPERTY ADDRESS),
AND THE PROPERTY ADDRESS IS NOT A PART OF THE LEGAL DESCRIPTION. THE PROPERTY ADDRESS HAS BEEN ADDED TO THIS PAGE FOR REFERENCE ONLY.


## QUIT CLAIM DEED

THE GRANTOR(5), Willlam H Zander, spouse of Mellnda A Siebel,
for and in consideration of to estabilsh community property

In hand pald, conveys and quit claims to William H Zander and Melinda A Slebel, husband and wife
the following described real estate, situated In the County of Snohomish, State of Washington, together with all after acquired title of the grantor(s) herein:

LOT 23 IN BLOCK 8 OF CHENNAULT BEACH, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGES 96 THROUGH 99, RECORDS OF SNOHOMISH COUNTY AUDITOR,

SITUATE IN THE CITY OF Mukilteo, COUNTY OF Snohomish, STATE OF WASHINGTON.

Abbrevjated Legal: (Required of full legal not inserted above.) LOT 23 IN BLOCK 8 OF CHENNAULT BEACH, SNOHOMISH COUNTY

Tax Parcel Number(s): 00408600802300


Page 1 of 2
LPB-12-05(Itr) (01/06)
CW Title and Escrow


State of Washington

 Willam H Zander to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.
Given under my hand and official seal the day and year last above written.



# RECEIVED <br> MAR 042020 <br> CITY OF MUKILTEO 

January 9, 2020
HWA Project No. 2007-051-21

Bill Zander
10431 Marine View Drive
Mukilteo, Washington 98275

Subject: Addendum to Geotechnical Report Zander Residence
10431 Marine View Drive Mukilteo, Washington 98275

## Dear Mr. Zander:

This addendum letter report is a follow up to our June 1, 2007 Geotechnical Report, July 17, 2007 Revised Foundation Design letter, and July 11, 2013 Project Memorandum for the subject property. HWA's understanding is that the new plans for the home include adding a second story to the southern two-thirds of the existing house and adding a completely new section of 2-story house east of the existing house. The new section will include a slab on grade garage.

Our recent site reconnaissance included a visual assessment of the exterior of the house and surrounding areas.

## New Observations

During out resent site reconnaissance HWA noted the condition of the existing foundations to be generally good. Minor shrinkage cracking was noted in some locations, but within the area of the proposed new site improvements, significant cracks that may indicate poor foundation materials and significant settlement issues were not observed. The soil in the front yard, east of the existing house and north of the driveway was observed to have very soft soils and was visibly wet at the time of our site visit. Additionally, when probed using a $1 / 2$ inch diameter T-probe the soil was observed to in as much as 2 feet in places.

These observations are consistent with the observed conditions noted in our 2013 site reconnaissance and our previous site explorations in 2007. More in depth descriptions of the site conditions can be found in our previous report, letter and memo.


January 9, 2020
HWA Project No. 2007-051-21 T400

## Conclusions and Recommendations

The previous site explorations around the existing home show stiff to very stiff finegrained soils near the foundations level. The explorations in the area east of the existing house and north of the driveway showed up to 5 feet of soft/loose, and organic soil above stiffer native fine-grained soils. Based on the noted conditions HWA believes that the proposed site improvements are feasible provided the recommendations in this addendum report are followed. Please note that any recommendations provided in the previously referenced report, letter and memo issued by HWA remain valid unless superseded by this addendum letter report.

## Seismic Design Values

The contribution of potential earthquake-induced ground motion from known sources is included in the probabilistic ground motion maps developed by the USGS. Design data seismic site characterization and design recommendations based on USGS mapping and analysis are implemented in the 2015 International Building Code (IBC). As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site.

As part of the procedure to evaluate seismic forces, the 2015 IBC requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper 100 feet of the ground surface. For this project, soil conditions and soil consistencies observed during explorations classify the site as site class "D" as defined in Table 20.3-1 of ASCE 07. The associated 2015 IBC probabilistic ground acceleration values and site coefficients for the area were obtained from the Applied Technology Council (ATC) Hazard web page. The risk targeted seismic values and coefficient are presented in Table 1.

Table 1: Ground Motion Values, Site Class D*

| Period <br> (sec) | Mapped MCE <br> Spectral <br> Response <br> Acceleration (g) |  | Site <br> Coefficients |  | Adjusted MCE <br> Spectral <br> Response <br> Acceleration (g) |  | Design Spectral <br> Response <br> Acceleration (g) |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0.2 | $S_{s}$ | 1.415 | $F_{a}$ | 1.000 | $S_{M s}$ | 1.415 | $S_{D s}$ | 0.943 |
| 1.0 | $S_{I}$ | 0.559 | $F_{v}$ | 1.500 | $S_{M 1}$ | 0.839 | $S_{D 1}$ | 0.559 |

[^0]HWA Project No. 2007-051-21 T400
variable across footings, cracking of the foundation will likely occur due to these differential settlements. This can be mitigated by avoiding additional variable loading on footing and foundation walls, where possible, and separating areas with additional load from areas where no additional loading is required.

## New Foundations

New foundations are planned in the area immediately east of the existing home and north of the driveway. Based on the previous explorations the soil in this area was found to be, soft, loose, or organic in nature to a depth of up to 5 feet below existing site grades. HWA offers two options for foundations in this area.

Option 1 - Stem Walls: Areas where footings are to be placed could be excavated down to the stiff native soil contact (estimated to be about 5 feet below grade) and place the footings directly on the native stiff soils. Then extend stem walls up from the footings to allow for the construction of the new section of home. Walls should be back-filled with structural fill placed and compacted in accordance with the Structural Fill section of this addendum letter report.

Option 2 - Over-Excavation and Backfill: Areas below footings could be excavated down to stiff native soil and then backfilled up to the proposed base of footing with structural fill placed in accordance with the Structural Fill section of this addendum report. Overexcavation and backfill areas below footings should extend laterally a distance equivalent to the depth of over-excavation or 2 feet on all sides of the footings, whichever is less. For example, if a 2 foot wide strip footing extend $1 / 2$ feet below grade with an overexcavation below the footing extending 2 feet below the base of footing, the overexcavation and backfill area should be at least 6 feet wide.

For both options described in this section, foundations founded above them can be designed using an allowable bearing capacity of $2,000 \mathrm{psf}$.

Where new footings are to be installed on other portions of the site they should bear on stiff native soil and be designed using a maximum allowable bearing pressure of $2,000 \mathrm{psf}$.

For new footings founded in the manners described above total settlements are anticipated to be on the order of $3 / 4$ inch with differential settlements on the order of $1 / 2$ inch over a 40 foot span. Please note that if new footings connect to existing footings with or without additional applied loads, differential settlements between such footings should be expected and likely be larger and occur over short distances. These differential settlements should be accounted for in the home design and could be mitigated by not interconnecting footings with different anticipated settlements.

Based on the above referenced Ground Motions Values the Seismic Design Category for the site is "D".

## Structural Fill

All fill placed beneath footings, driveways and slab-on-grade structures should be installed as structural fill. Based on the previous explorations and observations during our recent site visit, the onsite soils appear to be fine grained and above their anticipated optimum moisture content for compaction. As a result, the onsite soils do not appear to be suitable for use as structural fill. Imported structural fill should consist of pit-run or quarry-run rock, crushed rock, crushed gravel, or sand. It should be well-graded between coarse and fine material and have less than 10 percent by weight passing the U.S. Standard No. 200 Sieve. The material should be placed in lifts with a maximum un-compacted thickness of 12 inches and compacted to not less than 95 percent of its maximum dry density as determined by ASTM D698, or to a firm and unyielding state as determined by HWA.

The condition of the subgrade should be evaluated by an HWA representative before fill placement or construction begins.

## Existing Foundations

The existing foundations in the area where the second story addition is planned is likely on native soils based on the relatively minor amounts of foundation cracking observed and the data from our explorations. Based on the soil conditions noted in the boring logs around the existing footings HWA recommends that a maximum allowable soil bearing pressure of 2,000 pound per square foot ( psf ) be utilized in the assessment of loads being exerted on these footings.

It should be noted that, based on the age of the existing structure, existing footing have likely already experienced most of the settlement that the current loading conditions will cause. Increasing the loading on these footings due to the construction of a second story will cause increased settlements but without knowing more precisely how the current foundations are loaded and how much the load increases are expected to be with the new site improvements the amount of new settlements experienced by the new structures foundations is difficult to properly assess. However, if we make a conservative assumption of currently loading on the order of $1,000 \mathrm{psf}$ and the new loading will be $2,000 \mathrm{psf}$ HWA estimates that the additional total settlements will be on the order of $1 / 2$ inch with differential settlements on the order of $1 / 4$ inch over a 40-foot span.

Please note that these predicted settlements assume full loading across all footings and if variable loading occurs more pronounced differential settlements could occur. Also, if additional loading of footings occurs next to footings with no additional loading, differential settlements may occur over much shorter distances and will be equivalent to the total new settlement of the structure. In the case of foundation walls where increased loading is

January 9, 2020
HWA Project No. 2007-051-21 T400
overlap at least 18 inches or be sealed with tape in accordance with the manufacture's recommendations.

## Foundation Drainage

We recommend footing drains be placed around the perimeter of the building foundations to reduce the potential for lateral migration of moisture into the building envelope. Footing drains should consist of 4-inch diameter slotted or perforated plastic pipe bedded in capillary break material (washed pea gravel). Roof drains (downspouts) should tight-lined to a suitable discharge location and should not be connected to or flow into foundation drains.
Pavement surfaces and open space areas should be sloped to drain away from structures such that surface water flows away from structures and cannot pond against foundation walls.

## Design Review and Construction Monitoring

We welcome the opportunity to review and discuss construction plans and specifications as they are being developed. We are of the opinion that to observe compliance with the design concepts, specifications, and recommendations, construction operations dealing with earthwork and foundations should be observed by a qualified geotechnical engineer. We would be pleased to provide these services to you.

## Uncertainties and Limitations

We have prepared this report for Mr. Bill Zander and his agents for use in design and construction of the Zander Residence at 10431 Marine View Drive in Mukilteo, Washington.

This report should be provided in its entirety to prospective contractors for bidding and estimating purposes; however, the conclusions and interpretations presented in this report should not be construed as our warranty of the subsurface conditions. Experience has shown that soil and ground water conditions can vary significantly over small distances. Inconsistent conditions can occur between explorations and may not be detected by a geotechnical study of this limited nature. If, during future site operations, subsurface conditions are encountered which vary appreciably from those described herein, HWA should be notified for review of the recommendations of this report, and revision of such if necessary.

Within the limitations of scope, schedule and budget, HWA attempted to execute these services in accordance with generally accepted professional principles and practices in the fields of geotechnical engineering and engineering geology in the area at the time the report was prepared. No warranty, expressed or implied, is made. The scope of our work did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or ground water at

January 9, 2020
HWA Project No. 2007-051-21 T400

## Additional Foundation Recommendations

The above referenced bearing capacity values apply to the total of dead load and/or frequently applied live load, and can be increased by up to one-third for all loads, including: dead, live, wind, and seismic. HWA recommends that strip and column footings have minimum dimensions of 18 inches and 2 feet, respectively. Additionally, HWA recommends that all foundation elements be extended at least 18 inches below final site grades.

## ExCavation and Slope Recommendations

Excavations should be made in accordance with applicable Federal and State Occupational Safety and Health Administration regulations. Trenches will need to be sloped or shored from the ground surface due to the potential for caving. Actual inclinations will ultimately depend on the soil conditions encountered during earthwork. While we may recommend certain approaches for trench excavations, the contractor should be responsible for selecting the excavation technique, monitoring the trench excavations for safety, and providing shoring, as required, to protect personnel and adjacent improvements.

The fill soils in the eastern portion of the site classify as Type $C$ soils and should be cut no steeper than $1 \frac{1}{2} \mathrm{H}: 1 \mathrm{~V}$ (Horizontal:Vertical). The native silt and clay soils classify as Type B soil and should be cut no steeper than 1H:1V. Excavations must be safely sloped or shored. The contractor should be aware that excavation and shoring should conform to the requirements specified in the applicable local, state, and federal safety regulations, such as OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations.

Excavation and construction operations may expose the on-site soils to inclement weather conditions. The stability of exposed soils may deteriorate due to a change in moisture content or the action of heavy or repeated construction traffic. Accordingly, foundation and pavement area excavations should be protected from the elements and from the action of repetitive or heavy construction loadings.

Utilities trenches within the building, pavement, and sidewalk areas should be backfilled with granular structural fill and be compacted in accordance with the Structural Fill section of this addendum report.

## FLOOR SUPPORT

All soft or disturbed soils should be removed from beneath areas to receive floors and pavements and replaced with properly compacted structural fill.

Slab-on-grade floors should be underlain by at least 4 inches of clean gravel to serve as a capillary break. A plastic sheet having a minimum thickness of 6 mils should be placed immediately over the capillary break as a vapor barrier. Joints in the vapor barrier should

January 9, 2020
HWA Project No. 2007-051-21 T400
this site, nor the impact of this project upon existing conditions or the impact of existing conditions other than geotechnical on the project.

HWA does not practice or consult in the field of safety engineering. We do not direct the contractor's operations and cannot be responsible for the safety of personnel other than our own on the site. As such, the safety of others is the responsibility of the contractor. However, the contractor should notify the owner if he considers any of the recommended actions presented herein unsafe.

We are pleased to provide continuing geotechnical services for this project. If you have any questions, please feel free to call the undersigned at 425-774-0106.

Sincerely,


Michael S. Place, P.E.
Senior Geotechnical Engineer
Brad W. Thurber, L.E.G.
Senior Engineering Geologist

$$
425 \cdot 977.5063
$$

## References

Applied Technology Council (ATC), Seismic Design Maps, Hazard Tool https://hazards.atcouncil.org/\#1.

ASCE 7-10, Minimum Design Load and Associated Criteria for Buildings and Other Structures.

International Code Council, 2018, International Building Code.


## zander residence

mukilteo
washington

ZANDER RESIDENCE 10432 MARINE VIEW DR MUKILTEO, WA 98275

 ARCHIET







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$\qquad$

## SITE GRaONG ANO SWpp P NOTES





 5. Au ste work



















(2) SILT FENCE
$\qquad$ (3) STABILIZED CONSTRUCTION ENTRANCE
$\qquad$
電
$\qquad$ (4) CATCH BASIN PROTECTION INSERT









## C2.1








GENER,AL CODE ,APPLIC,ATION


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Project Directory SITE ADDRESS


## OUNER


DESIENER


STRUCTURAL ENGINEER


GEOTECHNICAL ENGINEER


SURVEYOR



Sheet Index

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| :---: | :---: |
|  |  |
| C1.1 | General Notes |
| c2. 1 | Temporary Erosion Control Plan |
| c3. 1 | Grading \& Drainage Plan |
| c3.2 | Graing \& Drainage Details |
| ARCHITECTURAL |  |
| A0.0 | General lifo |
| A0.1 | Energy Code Info |
| A 1.0 | Site Plan and Code Analysis |
| A2.0 | Existing Main Level Floor Pla |
| A2. 1 | Main Level Floor Plan |
| A2. 2 | Upper Level Floor Plan |
| A2.3 | of Plan |
| ¢ ${ }^{\text {3 }} 1$ | Exterior Elevations |
| А 3.2 | Exterior Elevations |
| A4.1 | Building Sections |
| A4. 2 | ADU Building Sections |
| A5. 1 | Wall Sections |
| \} 6.1 | Assemblies |
| A6. 2 | Schedules |
| STRUCTURAL |  |
| s1.1 | General Notes |
| 51.2 | General Notes |
| \} 52.1 | Foundation Plan |
| (s2.2 | Upper Floor Framing Plan |
| S2.3 | Roof framing Plan |
| S3.1 | Details |
|  | Details |
| 3.3 | Details |
|  |  |




















# Building Height Worksheet 

Building Location: 10432 Marine View Drive<br>$\qquad$<br>Legal: $\frac{\text { LOT 23, BLOCK 8, CHENNAULT }}{\text { BEACH SUBDIVISION NE SEC }}$ BEACH SUBDIVISION NE SEC 20 , TWN 28 N, RGE 4 E, WM

Description of permanent bench mark: CATCH BASIN RIM


Mean Ground Level $=\underline{127.25^{\prime}}$
$A=126^{\prime}$
Prepared By:
$B=\underline{128^{\prime}}$
STUDIO DEC - DANIEL CORCORAN
$C=128^{\prime}$
D = $127^{\prime}$
Note: Attach map showing bench mark and elevations of all points used to determine mean ground level or show the work on the site plan submitted. Draw the smallest rectangle that encloses all of the current or proposed building walls.

## NOTICE

If the height of the building is at or within three (3) feet of the maximum height allowed of the zoning district, a certificate of mean ground level is required to be prepared by a surveyor licensed in the State of Washington prior to permit issuance and recertified prior to the framing inspection.

By Sarah Kress at 10:29 am, Apr 17, 2020

## CITY OF

MUKILTEO
11930 Cyrus Way, Mukilteo, WA 98275
(425) 263-8000
mukilteowa.gov

SOIL MANAGEMENT PLAN WORKSHEET
Site Address: 10432 Marine View Drive Mukilteo, WA 9827
Permit Number: $\qquad$

## REQUIRED ATTACHMENTS

X $\quad 3$ original scaled site plans, as a separate sheet in Civil set, showing soil management option(s) for: Lawn / Turf Areas (with square footage shown)
Planting Bed Areas (with square footage shown)
Show on SWPPP where soil will be left undisturbed and protected during construction and/or where stockpile locations will be
Soil test results (if proposing custom amendment rates).

## LAWN / TURF AREAS

TOTAL LAWN / TURF AREAS Sq. Ft. $8 \mathbf{8 0 0 . 0}$


## PLANTING BED AREAS

## TOTAL PLANTING BED AREAS Sq. Ft. $\underline{0.00}$

| $\begin{aligned} & \text { SELECT } \\ & \text { TREATMENT* } \end{aligned}$ | $\qquad$ Pre-approved compost amendment <br> 1.75 " minimum required | $\qquad$ Custom compost amendment** $\qquad$ inches (attach soils tests and calculations) | $\qquad$ Topsoil import $\qquad$ 8" minimum required |
| :---: | :---: | :---: | :---: |
| DETERMINE COMPOST/ TOPSOIL QUANTITY | $\qquad$ inches compost / topsoil X 3.1 $\qquad$ = cubic yards / 1,000 sq. <br> = TOTAL CUBIC YAR | be applied (as selected above) <br> X $\qquad$ ,000s sq. ft. (Total L S | wn/Turf Areas above) |
| MULCH QUANTITY | $\qquad$ inches mulch to be applie $\qquad$ $\qquad$ = cubic yards / 1,000 sq. $\qquad$ = TOTAL CUBIC YAR | d (minimum 2") <br> X $\qquad$ ,000s sq. ft. S |  |

$\qquad$
*For previously graded sites, soils shall require custom amendment or topsoil import.
TOTAL SOIL CALCULATIONS FOR ENTIRE SITE

| Pre-Approved Compost Amendment | Quantity: 4.5 cu. yds. |
| :---: | :---: |
| Specific product and supplier: Compost Amendment soil from Pacific Top Soils. |  |
| Custom Compost Amendment** | Quantity:___ cu. yds. |
| Test Results Required to be Attached Specific product and supplier $\qquad$ |  |
|  |  |
| Mulch | Quantity:___cu. yds. |
| Specific product and supplier |  |

1. Pre-Approved Compost Amendment must:
a. Meet the definition for "composted materials" in WAC 173-350, section 220;
b. Have organic matter content of $35 \%-65 \%$, and a carbon to nitrogen ratio below $25: 1$;
c. The carbon to nitrogen ratio may be as high as $35: 1$, if plantings are entirely native to Puget Sound lowland regions.
2. Custom compost amendment calculations must be provided by a qualified professional to meet organic content requirements. Qualified professionals include licensed Landscape Architects, Civil Engineers or Geologists; certified Agronomists, Soil Scientists, or Crop Advisors.

## RETAIN YOUR RECEIPTS

Keep your receipts for all imported soils and mulch. You will be required to verify material type and quantity prior to Permit Final.

## HOW TO DEVELOP A SOIL MANAGEMENT PLAN

11930 Cyrus Way, Mukilteo, WA 98275
(425) 263-8000
mukilteowa.gov

## HOW TO DETERMINE SOIL AMENDMENT, TOPSOIL AND MULCH NEEDS

These specifications are designed to achieve the required 8 inch depth of soil with $10 \%$ "Soil Organic Matter" (SOM) content in planting beds, and 5\% organic content in lawn/turf areas.

STEP 1. Review site conditions, landscape and grading plans.
Determine if subsoil can be easily amended or if compaction will require subsoil plowing or topsoil import.
Identify areas that can be left undisturbed, and where soil can be stockpiled, amended and reapplied after grading.
Compacted subsoils must be scarified before applying amendments or topsoil.
STEP 2. Select a soil management option for each planting area.
Choose soil management options from the chart below for each landscape area within your proposed area of disturbance. You can use more than one option on a site!

STEP 3. Calculate compost and/or topsoil volumes for each area.
Use the formulas on the Soil Management Plan Worksheet to calculate the cubic yards of compost, topsoil and mulch needed.

STEP 4. Identify compost and/or topsoil to be applied and retain records.
Compost used as amendment or in topsoil mixes must be weed-free and supplied by a permitted composting facility (see list of compost facilities at https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-
waste/Organic-materials/Managing-organics-compost). Include name of product and supplier in "Total Soil
Calculations For Entire Site" on the Soil Management Plan Worksheet.
STEP 5. Turn in completed Soil Management Plan Worksheet with Site Plan for review and approval.

## ciry of

MUKILTEO

## HOW TO DEVELOP A SOIL MANAGEMENT PLAN

| Soil Management Options | Soil Management Specifications |  |  |
| :---: | :---: | :---: | :---: |
|  | Using pre-approved amendment rates |  | Using Custom Amendment Rates* |
|  | Lawn/Turf | Planting Beds | Lawn/Turf or Planting Beds |
| Option 1 <br> Leave native soil undisturbed, protect from compaction. | Not applicable Undisturbed native soils do not require soil amendment | Not applicable Undisturbed native soils do not require soil amendment | Not applicable Undisturbed native soils do not require soil amendment |
| Soils that have been cleared and graded, and not covered by hard surfaces or developed as storm water structures, must be restored to 8 inches settled depth, using one of the following 3 options: |  |  |  |
| Option 2 <br> Scarify to depth yielding 12 " uncompacted soils. Amend soil in place. | Rototill 1.75 inches of compost into 6.25 inches soil (9.5" unsettled; 8 " settled depth) | Rototill 3 inches of compos into 5 inches of soil (9.5" unsettled; 8 " settled depth) | Test soils for organic content. Applicant shall provide soil calculations Rototill calculated amount of compost to achieve 8 inches of settled soil depth, at $5 \%$ organic for lawn/turf and $10 \%$ organic for planting beds. |
| Option 3 <br> Stockpile site soil and cover with weed barrier. Scarify to depth yielding 12 " uncompacted soils. Reapply, and amend in place. | Reapply stockpiled soil. Rototill 1.75 inches of compost into 6.25 inches soil (9.5" unsettled; 8 " settled depth) | Reapply stockpiled soil. Rototill 3 inches of compos into 6.25 inches soil (9.5" unsettled; 8 " settled depth) | Reapply stockpiled soil. Rototill calculated amount of compost to achieve 8 inches of settled soil depth, at $5 \%$ organic for lawn/turf and $10 \%$ organic for planting beds. Applicant shall provide soil calculations |
| Option 4 <br> Scarify to 6 "depth. Import topsoil containing adequate organic amendment. | Topsoil must be $5 \%$ organic matter ( $\sim 25 \%$ compost). <br> Soil portion is sand or sandy loam as defined by USDA. <br> Place 3" topsoil on surface and till into 2 " soil. Place second lift of 3" topsoil and mix on surface. | Topsoil must be $10 \%$ organic matter ( $\sim 40 \%$ compost). Soil portion is sand or sandy loam as defined by USDA. Place 3" topsoil on surface and till into 2 " soil. <br> Place 3" topsoil on surface and till into 2 " soil. Place second lift of 3 " topsoil, mix on surface. | Not applicable |


[^0]:    *2\% Probability of Exceedance in 50 years for Latitude $47.9032^{\circ}$ and Longitude $-122.9238^{\circ}$
    MCE $=$ Maximum Considered Earthquake
    Peak Ground Acceleration $=P G A=596$,
    Site Coefficient $F_{P G A}=1.000$,
    Geometric Mean Peak Ground Acceleration $\left(P G A_{M}\right)=0.596$

