

31b.

Response to comments by Parametrix on construction
traffic impacts, Triad Associates

May 22, 2014



May 22, 2014

12112 115th Avenue NE
Kirkland, WA 98034-6829

425.821.8448
425.821.3421 fax
800.438.0758 toll free

www.triadassociates.net

Andrew Williamson
Economic Development Director
City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010-0559

RE: The Villages Phase 2 Plat C Construction Trips
Triad Job No. 10-001

Dear Mr. Williamson:

This letter is written to provide responses to Parametrix's review comments dated May 19, 2014 on The Villages Phase 2 Plat C – Construction Traffic Impacts. The review memorandum recommends that additional background information be provided to support the analysis assumptions and conclusions in the report. The summary of review lists the follow items as needing clarification.

- Additional information is needed on how the 517 earth and utilities truck trips were estimated.
- It is not clear what the connection is between the 173 and 517 trips and the total trips estimated (reported on pages 5 and 6 of the Triad document or pages 7 and 8 of the combined PDF).

The Villages Phase 2 Plat C Construction Trips memorandum prepared by Triad Associates dated April 22, 2014 provides calculations of estimated earthwork and utility truck trips on pages 4 and 5. On page 4 the truck trips for import of materials for road and alley construction is estimated to be 344 truck trips. On page 5 truck trips for import of other items needed to complete construction are estimated. The estimates on page 5 includes an estimated 76 truck trips of imported topsoil, 13 truck trips of materials for bioretention cell construction and an estimate of 84 truck trips for deliveries of pipe, structures and bedding. These other items listed combine for a subtotal estimate of 173 truck trips (76+13+84 = 173). The total estimated truck trips is 517 for road and utility construction and is the sum of import of road materials (344 truck trips) and these other items identified (173 truck trips).

This explanation provides the background information requested to support the analysis and conclusions. Please let me know if you have any further questions on this.

Sincerely,

TRIAD ASSOCIATES

Thomas P Matt, PE
Project Engineer



Stacey Welsh

From: Justin Wortman <jwortman@oakpointe.com>
Sent: Tuesday, May 20, 2014 1:21 PM
To: Stacey Welsh; Andy Williamson
Cc: Colin Lund; Megan Nelson
Subject: RE: Review letter
Attachments: Temporary Access Easement - Plat 2C.PDF

Stacey and Andy,

Please find attached a draft of the 5' maintenance easement that responds to comment #35 in the City's 4th set of comments, dated May 20, 2014.

In addition to this email attachment, we will provide hardcopies of the easement with our resubmittal, but to expedite the process as much as possible, we wanted to get the City a copy to review as soon as we could.

Please let me know if you have any trouble opening the document.

Thanks,
Justin

Justin Wortman
Assistant Project Manager



10220 NE Points Drive, Suite 310
Kirkland, WA 98033
(425) 898-2137 direct
(425) 898-2139 fax
www.yarrowbayholdings.com

From: Stacey Welsh [<mailto:SWelsh@ci.blackdiamond.wa.us>]
Sent: Tuesday, May 20, 2014 12:54 PM
To: Colin Lund; Justin Wortman - Yarrow Bay Holdings
Cc: Andy Williamson
Subject: Review letter

Please see the attached regarding The Villages MPD Phase 2 Preliminary Plat C.

Stacey Welsh, AICP
Community Development Director
City of Black Diamond
PO Box 599
Black Diamond, WA 98010
360-886-5700
swelsh@ci.blackdiamond.wa.us

WHEN RECORDED RETURN TO:

Megan Nelson
Yarrow Bay Holdings LLC
10220 NE Points Drive, Suite 310
Kirkland, Washington 98033

Document Title: TEMPORARY ACCESS EASEMENT
Grantor: BD Village Partners, LP
Grantee: City of Black Diamond
Legal Description of Burdened Parcel: Portion of Lot 2 of City of Black Diamond Lot Line Adjustment No. PLN13-0026 recorded under King County Recording No. _____, Records of King County, Washington.

Assessor's Tax Parcel Nos.: Burdened Parcel _____

Reference Nos. of Documents Released or Assigned: N/A

TEMPORARY ACCESS EASEMENT

This Temporary Access Easement ("Easement") is made this ____ day of _____, 201__, by BD Village Partners, LP, a Washington limited partnership ("Grantor") for the benefit of the City of Black Diamond, a municipal corporation ("Grantee").

RECITALS

- A. Grantor is the current owner in fee of that certain real property legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Burdened Parcel").
- B. Grantor desires to record a subdivision (PLN13-0027) immediately adjacent to the Burdened Parcel on Lot 3 of City of Black Diamond Lot Line Adjustment No. PLN13-0026 recorded under King County Recording No. _____, Records of King County, Washington (the "Plat 2C Subdivision"). In order to ensure Grantee's ability to maintain and repair Road A ROW within the Plat 2C Subdivision, Grantee has requested a five (5) foot wide access and maintenance easement on the Burdened Parcel. In order to satisfy this request, Grantor hereby agrees to record a temporary access easement on the Burdened Parcel until such time as the Burdened Parcel is subdivided in

such a way as to enable Grantee to access, maintain, and repair Road A ROW without such easement.

In consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

AGREEMENT

1. Grant of Temporary Easement. Grantor hereby grants to Grantee a five (5) foot wide nonexclusive, temporary easement and right-of-way over, under, along, across, upon and through the Burdened Parcel, as legally described on Exhibit A attached hereto (the "Temporary Easement") and as depicted in the sketch included as Exhibit A attached hereto (the "Temporary Easement Area") for access to Road A ROW within the Plat 2C Subdivision. The Temporary Easement Area granted herein is nonexclusive, and Grantor retains and reserves all other rights with respect to the Temporary Easement Area, including, without limitation, the right of ingress, egress and access, utilities and any other purposes that does not unreasonably interfere with the rights granted in this Easement, together with the right to grant further nonexclusive easements over, upon and across the properties owned by Grantor, or its successors or assigns, and to construct, reconstruct, and widen the same.
2. Purpose and Use. The Grantee shall be entitled to use the Temporary Easement Area for accessing, maintaining and repairing Road A ROW within the Plat 2C Subdivision.
3. Term. This Easement shall take effect on the date first written above. This Easement shall automatically terminate absolutely and forever, without any further documentation from either party, at such time the Burdened Parcel is subdivided in such a way that allows Grantee to access, maintain, and repair Road A ROW within the Plat 2C Subdivision without the need for an easement. Notwithstanding the foregoing, if this Easement terminates, upon the request of either party, the other party shall execute a document to be recorded confirming the termination of this Easement.
4. Binding Effect. The covenants and obligations contained in this Easement are not personal, but shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, transferees or successors in interest.
5. Captions. The captions and paragraph headings contained in this Easement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provision hereof.
6. Governing Law. This Easement shall be governed by and constructed in accordance with the laws of the state of Washington.

[signature on the following page]

EXECUTED AND EFFECTIVE the date first written above.

GRANTOR:

BD VILLAGE PARTNERS, LP, a Washington limited partnership

By: Yarrow Bay Development, LLC, a Washington limited liability company, its General Partner

By: BRNW, Inc., a Washington corporation, its Member

By _____
Brian Ross, President

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of March, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Brian Ross**, known to me to be the President of BRNW, Inc., a member of Yarrow Bay Development, LLC, a general partner of **BD VILLAGE PARTNERS, LP**, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

Print Name

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

**EXHIBIT A
ROAD MAINTENANCE EASEMENT LEGAL DESCRIPTION**

**APRIL 9, 2014
TRIAD JOB NO. 10-001**

THAT PORTION OF LOT 2 OF CITY OF BLACK DIAMOND LOT LINE ADJUSTMENT NO. PLN13-0026, RECORDED IN VOLUME ___ OF SURVEYS, PAGES __ THROUGH __ UNDER KING COUNTY RECORDING NUMBER _____, LYING WITHIN A STRIP OF LAND 5.00 FEET IN WIDTH DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF LOT 3 OF SAID LOT LINE ADJUSTMENT;

THENCE SOUTH 67°52'49" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 80.24 FEET TO A POINT OF CURVE;

THENCE EASTERLY ON SAID NORTH LINE AND ON SAID CURVE THE LEFT, HAVING A RADIUS OF 473.00 FEET, THROUGH A CENTRAL ANGLE OF 21°30'00", AN ARC DISTANCE OF 177.49 FEET;

THENCE SOUTH 89°22'49" EAST ALONG SAID NORTH LINE, 70.08 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE SOUTH 00°27'27" WEST ALONG SAID WEST LINE, 20.10 FEET;

THENCE SOUTH 89°25'33" EAST ALONG SAID WEST LINE 40.75 FEET;

THENCE SOUTH 00°34'27" WEST, 80.00 FEET TO THE SOUTH LINE OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°25' 33" EAST ALONG SAID SOUTH LINE, 240.55 FEET TO A POINT OF CURVE;

THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 502.00 FEET, THROUGH A CENTRAL ANGLE OF 24°39'23', AN ARC DISTANCE OF 216.03 FEET;

THENCE NORTH 25°13'50" EAST ALONG SAID SOUTH LINE, 5.00 FEET TO A LINE 5.00 FEET NORTH OF AND PARALEL WITH SAID SOUTH LINE, AND TO A POINT OF CURVE, THE CENTER OF WHICH BEARS SOUTH 25°13'50" WEST, 507.00 FEET;

THENCE NORTHWESTERLY ALONG SAID PARALEL LINE AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°39'23", AN ARC DISTANCE OF 218.18 FEET;

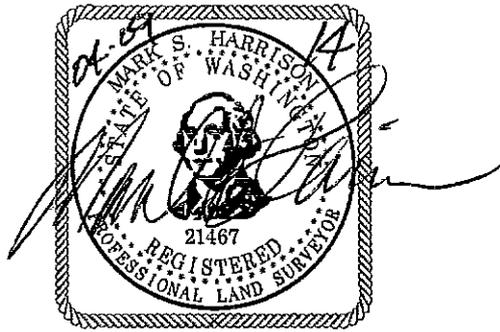


S:\PROJECTS\05336\CORRSPNC\TRIAD LEGALS\14-0409 10-001 5-Foot Road
Maintenance Easement Legal Description.doc
12112 115th Avenue NE Kirkland, Washington 98034-6929
425.821.8448 · 800.488.0756 · Fax 425.821.3481
www.triadassociates.net

THENCE NORTH 89°25' 33" WEST ALONG SAID PARALEL LINE, 240.55 FEET TO SAID WEST LINE OF LOT 2;

THENCE SOUTH 00°34'27" WEST ALONG SAID WEST LINE, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

WRITTEN BY: ARJ
CHECKED BY: MSH

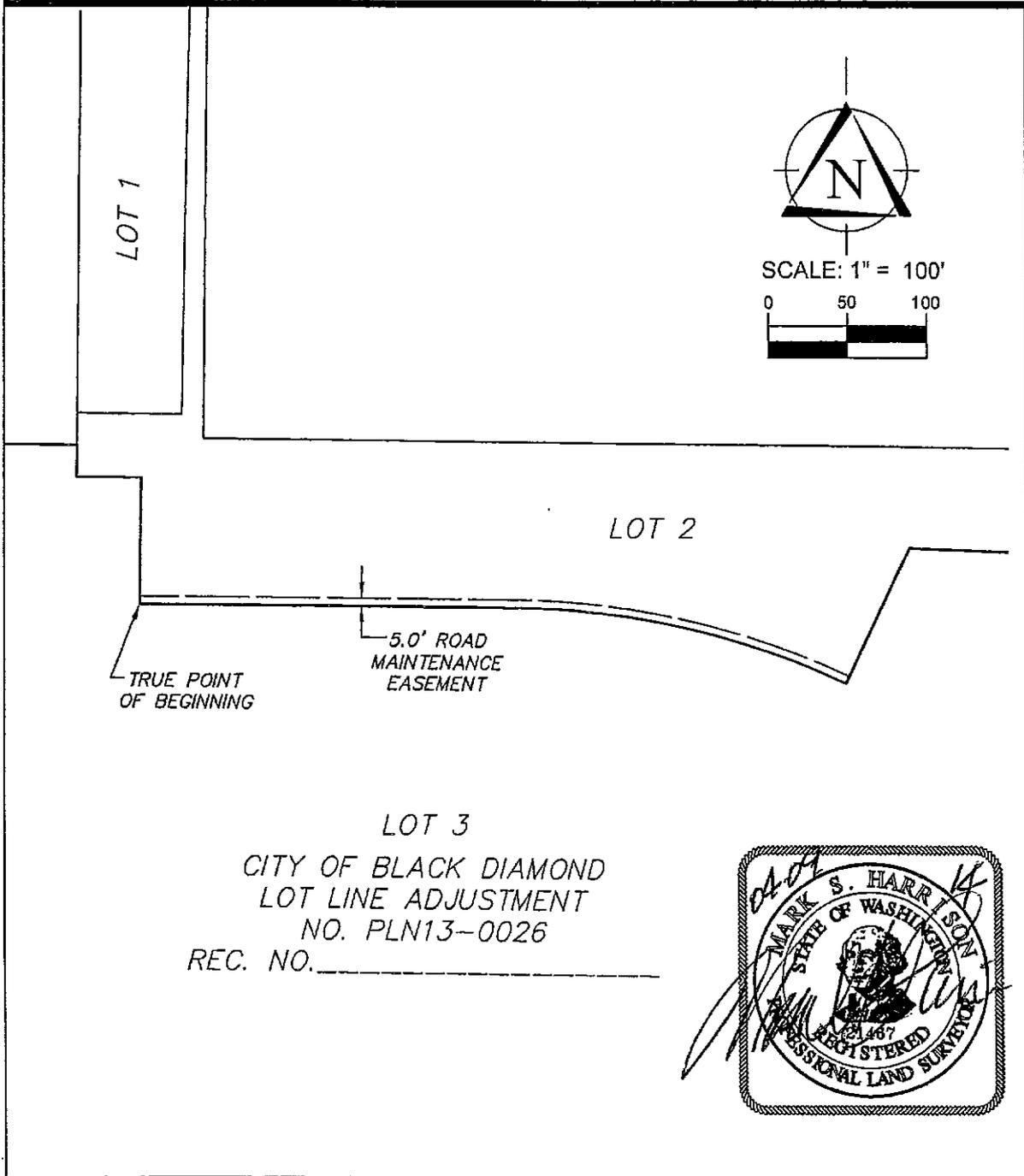


S:\PROJECTS\05336\CORRSPNC\TRIAD LEGALS\14-0409 10-001 5-Foot Road
Maintenance Easement Legal Description.doc
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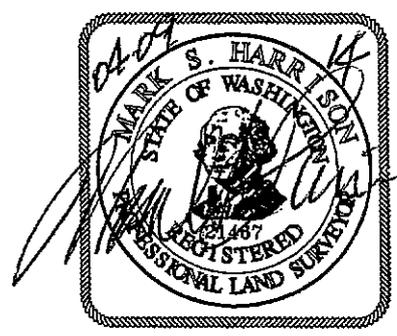
Page 2 of 2

Land Development Consultants

Page 2 of 2



LOT 3
 CITY OF BLACK DIAMOND
 LOT LINE ADJUSTMENT
 NO. PLN13-0026
 REC. NO. _____



SHEET NUMBER 1 OF 1	JOB NUMBER 10-001	MANAGER: GREG JUNEAU DESIGNED: ARJ CAD: MSH CHECKED: MSH DATE: 04-09-14 SCALE: HORIZ: 1"=100' VERT:	ROAD MAINTENANCE EASEMENT EXHIBIT THE VILLAGES CITY OF BLACK DIAMOND, WASHINGTON	 12112 115th Ave. NE Kirkland, WA 98034-6929 425.821.8448 www.triadassoc.com Land Development Corporation
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