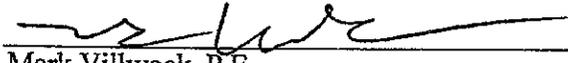


1 4. I calculated the distance from the proposed bus stop on the Greens property to
2 the SR 2 park-n-ride along the alignment of the existing and proposed walkway along Sultan
3 Basin Road and SR 2. A copy of the walkway exhibit, which was presented at the hearing is
4 attached as Exhibit 1.

5 5. This distance is 0.992 miles. Previously, I performed a similar analysis for the
6 Skoglund PUD. The proximity to transit distance for the Skoglund PUD was 0.994 miles,
7 which the Sultan City Council, in approving that PUD, concluded was adequate for purposes of
8 (SMC 16.10.110(B)(2)(d).

9 6. Attached as Exhibit 2 is a aerial photograph showing the proximity to transit for
10 both the Skoglund and Greens projects. As can be seen from Exhibit 2, the difference in
11 distance to the SR 2 park-n-ride is negligible (under 100 feet).

12
13 EXECUTED at Woodmville, Washington this 28 day of September 2007.

14
15 
16 _____
17 Mark Villwock, P.E.
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DECLARATION OF MARK VILLWOCK - 2

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
206-447-4400

D. Where the examiner's decision is final and conclusive, with right of appeal to court, the procedures for appeal are as set out in the underlying ordinance or statute governing the land use permit or other quasi-judicial hearing. (Ord. 550, 1990)

2.26.150 Council consideration.

A. An examiner's decision which has been timely appealed pursuant to SMC 2.26.140 shall come on for council consideration in open public meeting no sooner than 21 nor longer than 35 calendar days from the date the appeal was filed. The council shall consider the matter based upon the record before the examiner, the examiner's decision, the written appeal statement and any written comments received by the council before closure of the city clerk/treasurer's office seven days prior to the public meeting date set for council consideration.

B. At the public meeting, the council may concur with the findings and conclusions of the examiner and affirm the examiner's decision; remand the matter to the examiner for further proceedings in accordance with the council's findings and conclusions; or the council may determine to hear the appeal at public hearing. In those instances in which the council affirms the examiner's decision or remands the matter to the examiner, the council's decision shall be reduced to writing and entered into the record of the proceeding within 15 days of the public meeting. Copies of the decision shall be mailed to all parties of record.

C. In those instances in which the council determines to conduct a public hearing, notice of the hearing shall be given by publication in the city newspaper no less than 10 days prior to the date set for the hearing and written notice shall also be given by the council by mail to all parties of record before the hearing examiner.

D. All council hearings conducted pursuant to this section shall be de novo and shall be limited to those matters raised in the appeal. The council shall consider the appeal based upon the record before the examiner and all written and oral testimony presented at the council hearing. All testimony at any public hearing shall be taken under oath.

E. At the conclusion of the public hearing, the council shall enter its decision which shall set forth the findings and conclusions of the council in support of its decision. The council may adopt any or all of the findings or conclusions of the examiner which support the council's decision. The council may affirm the decision of the examiner, reverse the decision of the examiner either wholly or in

part, or may remand the matter to the examiner for further proceedings in accordance with the council's findings and conclusions.

F. The council's decision shall be reduced to writing and entered into the record of the proceedings within 15 days of the conclusion of the hearing. Copies of the decision shall be mailed to all parties of record. (Ord. 550, 1990)

2.26.160 Effect of council action.

The council's decision to affirm an examiner's decision or remand a matter to the examiner pursuant to SMC 2.26.150(B), or the council's decision after public hearing on an appeal, shall be final and conclusive with right of appeal to the Superior Court of Snohomish County by writ of certiorari, writ of prohibition or writ of mandamus within 15 calendar days of the council's decision. The cost of transcription of all records ordered certified by the court for such review shall be borne by the applicant for the writ. (Ord. 550, 1990)

2.26.180 Local improvement district assessment roll hearings.

A. As authorized by RCW 35.44.070, the city council hereby provides for delegating, whenever directed by majority vote of the city council, the duty of conducting public hearings for the purpose of considering and making recommendations on final assessment rolls and the individual assessments upon property within local improvement districts to a hearing examiner appointed under this section, and the hearing examiner is directed to conduct such hearings and make those recommendations when thus authorized by the city council.

B. All objections to the confirmation of the assessment roll shall be in writing and identify the property, be signed by the owners and clearly state the grounds of the objection. Objections not made within the time and in the manner prescribed and as required by law shall be conclusively presumed to have been waived.

C. The hearing examiner shall conduct the hearing to be commenced at the time and place designated by the city council, cause an adequate record to be made of the proceedings, and make written findings, conclusions and recommendations to the city council following the completion of such hearings, which may be continued and recontinued as provided by law whenever deemed proper by the hearing examiner, and the city council shall either adopt or reject the recommendations of the hearing examiner.

Note: Accepts recommendation of Hearing Examiner, denies Application, and returns Application to Applicant for modification.

**CITY OF SULTAN
Sultan, Washington**

RESOLUTION NO. 08-03A

A RESOLUTION OF THE CITY OF SULTAN ACCEPTING THE HEARING EXAMINER'S RECOMMENDATION AND DENYING THE SULTAN 144, LLC PLANNED UNIT DEVELOPMENT AND SUBDIVISION APPLICATION FOR A 63 LOT PLANNED UNIT DEVELOPMENT (GREENS ESTATES) AND RETURNING THE APPLICATION TO THE APPLICANT FOR MODIFICATION

WHEREAS L43-1 Greens filed an initial application for approval of Greens Estates, a 107-lot Planned Unit Development (PUD) subdivision for single family development;

WHEREAS Sultan 144, LLC acquired portions of the property and the pending application and revised the application to seek approval of a 63-lot single-family residential Planned Unit Development (PUD) subdivision;

WHEREAS an open record hearing occurred before the City's Hearing Examiner on September 11, 2007 on the revised application, the City Hearing Examiner issued a Recommendation dated September 19, 2007, and the applicant by October 12, 2007 appealed the Recommendation and requested a closed record hearing;

WHEREAS the application came before the City Council for a closed record hearing and appeal by the applicant on the "Recommendation" on February 28, 2008;

WHEREAS the City Council has determined based upon a review of the open record hearing to accept the Hearing Examiner's Findings of Fact and Conclusions of Law.

NOW, THEREFORE:

- A.** The City Council accepts the Recommendation of the Hearing Examiner dated September 19, 2007, including the Findings of Fact and Conclusions of Law therein.
- B.** The Greens Estates Planned Unit Development is hereby denied and the application is hereby returned to the applicant for modification to meet approval criteria.

PASSED BY THE Sultan City Council and **APPROVED** by the Mayor this _____ day
of _____ 2008.

CITY OF SULTAN

By _____
Carolyn Eslick, Mayor

Attest:

By _____
Laura Koenig, City Clerk

By _____
Council Member Flower

By _____
Council Member Champeaux

By _____
Council Member Blair

By _____
Council Member Slawson

By _____
Council Member Davenport-Smith

By _____
Council Member Doornek

By _____
Council Member Wiediger

Note: Rejects recommendation of hearing examiner, accepts hearing examiner findings of fact and some conclusions of law, makes other differing conclusions of law, grants application for PUD plat approval.

**CITY OF SULTAN
Sultan, Washington**

RESOLUTION NO. 08-03B

**A RESOLUTION OF THE CITY OF SULTAN
REJECTING THE HEARING EXAMINER'S
RECOMMENDATION, MAKING DIFFERING
CONCLUSIONS OF LAW AND ACCEPTING THE
SULTAN 144, LLC PLANNED UNIT
DEVELOPMENT AND SUBDIVISION
APPLLICATION FOR A 63 LOT PLANNED UNIT
DEVELOPMENT (GREENS ESTATES)**

WHEREAS L43-1 Greens filed an initial application for approval of Greens Estates, a 107-lot Planned Unit Development (PUD) subdivision for single family development;

WHEREAS Sultan 144, LLC acquired portions of the property and the pending application and revised the application to seek approval of a 63 lot single-family residential Planned Unit Development (PUD) subdivision;

WHEREAS an open record hearing occurred before the City's Hearing Examiner on September 11 2007. The City Hearing Examiner issued a Recommendation dated September 19, 2007, and the applicant by Appeal dated October 12, 2007 appealed the Recommendation and requested a closed record hearing;

WHEREAS the application came before the City Council for a closed record hearing and appeal by the applicant on the "Recommendation" on February 28, 2008;

WHEREAS the City Council has determined based upon a review of the open record hearing to accept the Hearing Examiner's Findings of Fact and to accept some of the Hearing Examiner's Conclusions of Law and to make certain of its own Conclusions of Law;

NOW, THEREFORE:

A. The City Council rejects the Recommendation of the Hearing Examiner dated September 19, 2007.

- B. The City Council hereby accepts the Hearing Examiner's Findings of Fact.
- C. The City Council hereby adopts the Hearing Examiner's Conclusions of Law 1, 3, 9-10, 12-18, 24-31 and makes its own Conclusions of Law as follows:

Substitute Conclusion of Law 2: As subsequent conclusions will establish, Greens satisfies the location criteria for a PUD, and satisfies right of way width requirements of SMC 16.10.120 (B)(4)(b).

Substitute Conclusions of Law 4 -7: Greens Estates is about one mile from the nearest transit stop, a park and ride, and is generally situated similarly to Skoglund Estates, a PUD which this council has approved. The site fronts and has direct access on Sultan Basin Road. As recorded in the Findings of Fact, the applicant proposes to provide a bus pullout at the southwest corner of the site along Sultan Basin Road. SMC 16.10.110 B (2)(d) requires a PUD to be located such that "Transit is available in sufficient proximity to the site to facilitate transit access to the PUD-SF." This criteria does not require that the PUD be in sufficient proximity to facilitate "residents" in the PUD pedestrian access to a transit site. This criteria requires that "transit" is available in sufficient proximity "to facilitate transit access to the PUD-SF." This site, fronting on Sultan Basin Road achieves this facilitation of transit. Only sites not on a realistic potential transit route must be examined for pedestrian access to determine compliance with this location requirement.

Substitute Conclusion of Law 8: SMC 16.10.120 B allows variance of development standards in a PUD. Here the applicant proposes a conventional street, including sidewalks but proposes that the dedicated right of way be narrower, and that parts of the sidewalks be on public easements held by the City. Such modification of street standards is permitted under SMC 16.10.120 (B)(4)(b), and here it results in increased open space and larger lots for the project. The Council concludes that development of a full street and sidewalk in this fashion satisfies the requirements of 16.10.120 B so long as adequate clearance is preserved between the front of the garage and the back of the sidewalk for an eighteen foot vehicle, and such a condition is a condition of approval. Therefore, the Applicant shall create Covenants, Conditions and Restrictions on the project, to be recorded at the time of final plat approval, providing that garages whose vehicular door(s) face a street with reduced right-of-way and a sidewalk easement must maintain a 20-foot setback between the back edge of the sidewalk and the near face of the garage.

Substitute Conclusion of Law 11: SMC 16.150.010 (3) defines access for a lot. It provides in pertinent part "a lot shall abut by no less than 20 feet upon and have direct access to: (A) an opened, constructed and maintained public road;..." In this application, the applicant has designed access panhandles for a number of lots that are 15 feet wide and that flare at the sidewalk to 20 feet wide. The flared

panhandles result in larger lots for the future homeowners. Moreover, since the Fire Marshal has confirmed that the 15-foot wide flared panhandles provided adequate emergency vehicle access, the Council finds that the short access flares and reduced panhandle widths satisfy the requirements of SMC 16.150.010 (3).

D. Based on the foregoing, the Council imposes the following additional conditions on the project:

Revised Condition 5(d): Garages whose vehicular door(s) face a street with reduced right-of-way and sidewalk easements must maintain a twenty (20) foot setback between the back edge of sidewalk and the near face of the garage.

Revised Condition 12: Roads A, B, C, and E will provide the standard City of Sultan Road Section within a reduced right-of-way (50 feet instead of 60 feet) and will place the required sidewalks within easements on private property. Roads D and F, as shown on the preliminary plans, are permitted to deviate from the design standards. Roads D and F have a reduced right-of-way width (50 feet instead of 60 feet) and have eliminated one (1) parking lane. Sidewalks will be within the right-of-way for Roads D and F.

Revised Condition 33: The project shall comply with the Consent for Use of Puget Sound Energy, Inc. Transmission Line Easement executed by Sultan 144, LLC on December 13, 2007, and the Consent shall be recorded prior to approval of the final plat.

E. The Greens Estates Planned Unit Development is hereby approved for a 63-lot planned unit development and subdivision on the conditions as reviewed and revised by the hearing examiner and as further revised by Substitute Conclusion of Law 2, 4, 5, 6, 7, 8, and 11; and paragraph D above.

PASSED BY THE Sultan City Council and **APPROVED** by the Mayor this ____ day of _____ 2008.

CITY OF SULTAN

By _____
Carolyn Eslick, Mayor

Attest:

By _____
Laura Koenig, City Clerk

By _____
Council Member Flower

By _____
Council Member Champeaux

By _____
Council Member Blair

By _____
Council Member Slawson

By _____
Council Member Doornek

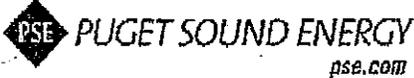
By _____
Council Member Davenport-Smith

By _____
Council Member Wiediger

Attachment 6

— Maps —

The energy to do great things



December 12, 2007

Ref: 066605

Mark Villwock, P.E.
Land Development Consultants, Inc.
14201 NE 200th Street, Ste. 100
Woodinville, WA 98072

Dear Mr. Villwock:

I have reviewed the road and landscaping plans you provided. The road plans you provided us did not show proposed utility locations. Per the request of our transmission engineers, we are making it a condition of the consent that no utilities or other infrastructure be placed south of the centerline of the road that runs parallel with the easement.

Although it is a standard condition of the consent that no trees with a mature height of 15 feet be planted within the easement area, we are asking that you not place trees along the roads crossing the easement; this creates a barrier to access.

Among other items covered in the consent, fencing, while not prohibited, should provide access, and preferably, not be made of metal. If the fencing does have metal components, these should be grounded.

There is a note on several pages of the drawings we are asking you to change. The note states:

"Puget Sound Energy Easement A.F. No. 51178 unplotable and undetermined width location and size determined by extending the easement from the Skoglund property as agreed by PSE."

This note is inaccurate in that PSE did not agree to that determination, it is plottable and has a determined width and location as evidenced by the survey "PSE RIGHT-OF-WAY EXHIBIT FOR SULTAN 144, LLC, produced by Concept Engineering, Inc. Please reference your survey in this note, remove all but the reference to the Auditor's File Number, or remove the note.

Additionally, Puget Sound Energy is asking you to include the following language with the notes on the plat, primarily as public notice of the proximity of and conditions associated with PSE's easement and the Consent:

Transmission or distribution lines have been or will be constructed, operated, and maintained within the Puget Sound Energy (PSE) easement area. At no time shall PSE's existing transmission line easement (shown hereon) be used for storage of flammable or volatile material or placement of any buildings or other structures, including but not limited to the following: decks, patios, septic drainfields, and outbuildings of any nature. At no time shall PSE's access to the transmission lines or structures along the easement area be permanently blocked off or unduly restricted.

The developer or future lot owners must pay for any and all costs associated with changes in vertical line clearance, re-stabilization of any electrical structure or anchor, or facilities access as a result of uses that do not comply with PSE conditions or restrictions outlined hereon.

Attachment 7

PSE's facilities may require tree and brush cutting within and adjacent to the easement right-of-way. PSE retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation upon the easement area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of bushes, trees and other vegetation upon the easement areas which, in the opinion of PSE, interfere with the exercise of PSE rights or create a hazard to PSE's systems. PSE shall have the right to cut, trim, remove and dispose of any trees located on the property outside of the easement area, which could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such rights, identify such trees and make a reasonable effort to give prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owners shall be entitled to no compensation for trees cut, trimmed, removed or disposed of, except for the actual market value of merchantable timber (if any) cut and removed from the property by PSE. All shrubs and trees to be situated in the easement area must be of a low-growing variety that normally do not exceed 15 feet in height at maturity.

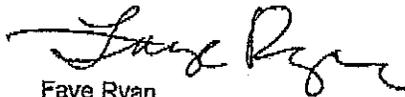
I am including the Consent for Use document for Greens Estates with this letter. Please sign and notarize the document and return it to me at:

Puget Sound Energy
Attn: ROW Dept.
1700 East College Way
Mount Vernon, WA 98273

Also, please send a full preliminary plan set with the changes PSE has requested. We will finalize the Consent after these changes have been made.

If you have any questions, concerns or suggestions regarding the consent or the language above, please call me at 360-424-2959.

Sincerely,



Faye Ryan
Real Estate Representative
Northern Region

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department
1700 East College Way
Mount Vernon, WA 98273**

**CONSENT FOR USE OF PUGET SOUND ENERGY, INC.
TRANSMISSION LINE RIGHT-OF-WAY**

This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and **Sultan 144, LLC** "Owner/Company" herein:

PSE plans and reserves the right to build transmission facilities within its right-of-way in the Northeast quarter of the Northwest quarter of Section 33, Township 28 North, Range 8 East, W.M. The location and extent of PSE's easement rights, "Easement Area" herein, are more specifically described in the document recorded under Auditor's File Number 511778 and supported by maps on file with the Real Estate Department at Puget Sound Energy.

The Owner/Company desires the consent of PSE to utilize portions of the Easement Area in connection with the development of the proposed plat of Greens Estates, more particularly for the following described uses:

- A. Crossing the Easement Area with portions of three improved roadways, 324th Avenue SE, 325th Court SE and 326th Court SE together with non-metallic storm sewer, sanitary sewer, water lines and other residential infrastructure.
- B. Constructing a portion of roadway, 134th Place SE, linearly within and extending no more than 25 feet into the easement area as measured from the Northern boundary of said easement area for an approximate distance of 500 feet. No utilities or infrastructure other than said road are to be constructed in the easement area.
- C. Creating active open space within the remaining easement area.

All as shown on the plans dated _____, marked Exhibit "A" attached hereto and made a part hereof.

With this consent, Owner/Company agrees to:

- A. Provide a 20 foot wide apron/transition from the West side of 324th Avenue SE, the East side of 325th Court SE and the East side of 326th Court SE, with curb cut or rolled curb, to allow heavy line truck access (H2O loading).
- C. Place no fire hydrants, street lighting, or structures of any kind within the easement area.
- D. Owner/Company, on behalf of itself, its successors and assigns, hereby covenants not to directly or indirectly, in any form or in any manner, oppose, protest, inhibit, prevent, or otherwise impair PSE's exercise of any right granted hereunder, without limitation, including rights granted by easement, and specifically including Grantee's right to upgrade or construct transmission facilities. Without limiting the generality of the foregoing, Owner/Company, on behalf of itself, its successors and assigns, hereby covenants not to participate, directly or indirectly, in any appeal of the issuance of any governmental approval or environmental documents necessary for or related to all or any part of rights granted by easement. Grantee may, in its sole discretion, seek specific performance of this covenant (including without limitation an injunction) against Owner/Company, and Owner/Company's successors and assigns, in any court with jurisdiction. Owner/Company and PSE intend these covenants to run with the land, to bind all successors and assigns of Owner/Company, and inure to the benefit of all PSE's successors and assigns.

As between the parties, it is mutually agreed that the Owner/Company may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities of PSE, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with PSE's access along such Easement Area, the Owner/Company will be required to correct such hazard or interference, at Owner/Company's expense.
2. No filling and/or grading within said easements shall be accomplished in such manner as to reduce vertical distance between the ground surface and PSE's wires or jeopardize the lateral support of any of PSE's poles or anchors. No excavation will be permitted within fifty (50) feet of said poles or anchors. Owner/Company must pay for any and all costs related to changing the vertical line clearances in any way as a result of their uses.
3. A minimum clearance of twenty (20) feet from all power lines must be observed in any activities related to such uses, including the operation of equipment.
4. At no time shall the Easement Area be used for the storage of flammable or volatile material or the placement of any buildings or any other structures, including, but not limited to, the following: Decks, patios, and out buildings of any kind or nature.
5. At no time shall PSE's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area must be consistent with the above-mentioned restrictions.
6. Transmission and distribution lines have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the easement right-of-way. PSE retains the right to cut, remove and dispose of any and all brush, trees, and other vegetation presently existing upon the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which, in the opinion of PSE, interfere with the exercise of PSE rights or create a hazard to PSE's systems.
7. PSE shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area, which could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, prior to the exercise of such rights, identify such trees and make a reasonable effort to give Owner/Company prior notice that such trees will be cut, trimmed, removed or disposed of (except that PSE shall have no obligation to identify such trees or give Owner/Company such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owner/Company shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.
8. All shrubs and trees to be situated in the Easement Area must be of low growing varieties which normally do not exceed fifteen (15) feet in height at maturity.
9. The Owner/Company releases PSE and will assume all risk of loss, damage or injury, which may result from such use of the Easement Area, except the portion of such loss, damage or injury caused by or resulting from the negligence of PSE or PSE's agents or employees. Any damage to PSE's facilities caused by or resulting from such use of the Easement Area may be repaired by PSE and the actual cost of such repair shall be charged against and paid by the Owner/Company. The Owner/Company further agrees to defend, indemnify and hold harmless PSE, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the Owner/Company, their servants, agents, employees and contractors.
10. PSE does not own the land within the Easement Area. If you are not the Owner of such lands, you must acquire rights for such use from the landowner.
11. The Owner/Company must notify PSE's Construction Management Service Center at least 48 hours prior to the commencement of any and all construction activities related to such uses and to coordinate the installation of protective barriers around power poles.
12. The terms and conditions herein contained shall be binding upon the parties hereto, their respective successors and assigns.

Cyd Donk

From: Mark Villwock [mvillwock@ldccorp.com]
Sent: Thursday, February 14, 2008 7:09 AM
To: Deborah Knight; Erin Martindale; Brad Collins
Cc: Craig Sears; Frank Lemos; Kevin O'Brien; Patrick Mullaney; Cyd Donk; Ryan, Faye
Subject: FW: Greens Estates PSE
Importance: High

Deborah, Erin and Brad,

Below is an email that we just received from PSE that specifically states that they approve of the recreation facilities as proposed within their easement for the Greens project. Please review the email below and let us know if you have any other additional questions regarding this issue.

Regards,
Mark

Mark Villwock, P.E.
Project Manager
Land Development Consultants, Inc.
14201 N.E. 200th Street, Ste. 100
Woodinville, WA 98072
Tel: (425) 806-1869
Fax: (425) 482-2893

From: Ryan, Faye [mailto:faye.ryan@pse.com]
Sent: Wednesday, February 13, 2008 5:03 PM
To: Mark Villwock
Subject: Greens Estates

Mark,

We have issued a consent to Sultan 144, LLC for certain uses within the transmission easement that passes through their plat development. Specific issues were addressed in that consent. At the time it was signed we had not been provided with plans showing placement of recreational equipment within the easement. I spoke with you about the equipment you plan to place: that the basket ball hoop was to be made of materials that would not attract draw from the overhead line; that there is no metal in the equipment, including fire pits, chairs, tables, benches or trash receptacles. Finally, PSE refers to paragraphs 1 and 4 of the consent agreement: *"If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities or PSE, or electrical facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with PSE's access along such Easement Area, the Owner/Company [including successors and assigns] will be required to correct such hazard or interference, at Owner/Company's expense." and "At no time shall the Easement Area be used for the storage of flammable or volatile materials or the placement of any buildings or any other structures, including, but not limited to, the following: Decks, patios, and out buildings of any kind or nature."* We are satisfied at this time with the placement of recreational equipment under the conditions we discussed and the express understanding that if that equipment interferes with the placement of our transmission lines or proves to be a hazard because of its proximity to the transmission lines, the equipment will need to be removed. At this time PSE has no facilities within the easement area and does not object to its use as shown on the plans.

2/14/2008

Attachment 7.9

If you, or the City of Sultan, have any questions, please feel free to contact me.

Faye Ryan
PUGET SOUND ENERGY
Real Estate Representative, Northern Region
1660 Park Lane, Burlington, WA 98233
Ph: 360-766-5455 (84-5455)
Fax: 360-766-5503 (84-5503)



City of Sultan

Date: May 18, 2006
To: John Galt Hearing Examiner
From: Rick Cisar Director of Community Development
Subject: Interpretation of SMC 16.10.110 (B) (2.) (d.)

Dear Mr. Galt:

I have considered your recent comments and recommendations regarding the provision for Transit Access from Planned Unit Development (PUD) Subdivisions and do not agree with your interpretation of the PUD Code based on the following:

SMC 16.10.110 (B.) (2.) (d.) reads as follows:

d. Transit is available in sufficient proximity to the site to facilitate transit access to the PUD-SF.

The purpose of this Section is to provide for Transit Access to the PUD-SF or provide service to the site not the reverse requiring the site to be located in close proximity to a transit stop for pedestrian access. No where in this Section is pedestrian access required.

Further consideration should be given to Section SMC 16.10.110(B.) (2)(d.) along with SMC 16.10.120 (B.) (4.) (c.) (i) which reads as follows:

c. PUD's shall provide effective street networks. New development shall also provide multiple access points to existing streets and plan for access to future adjacent developments. Effective street networks should include the following:

i. Transit and school bus routes and transit and school bus stops, either within the development or on the collector or arterials that provide the major access to the proposed development, unless such provision is deemed inconsistent with the transit or school bus routing plans.

ii. Alternative routes from points within and outside the development, thereby lessening congestion on arterials.

iii. Direct and efficient emergency vehicle response to all points within the proposed development.

iv. Vehicular and pedestrian routes between neighborhoods within the proposed development without requiring all traffic to use arterials between neighborhoods.

v. Minimizing travel distances and providing non-motorized alternatives to help reduce noise and air pollution.

SMC 16.10.120 (B.) (4.) (c.) (i) Would therefore require the Applicant to locate a transit site within the development unless Community Transit determines it is inconsistent with their routing plans.

Lastly, you noted the Applicant might be able to modify the Application to meet the standards of a Cluster Subdivision which would eliminate the requirements of SMC 16.10.110(B) (2) (d). However, I conclude this is not necessary because of my interpretation of the Transit question.

However, if the proximity to Transit remains a requirement, SMC 16.10.110(B) (2) (f) which reads as follows would apply:

- e. The PUD-SF is located with respect to schools, parks, playgrounds, and other public facilities such that the PUD will have access to these facilities in the same degree as would development in a form generally permitted by the underlying zoning in the area.

This Section would eliminate any distance requirements if they were applicable.