



**White Salmon Planning Commission Meeting**  
**A G E N D A**  
**January 08, 2020 – 5:30 PM**  
**220 NE Church Ave, White Salmon, WA 98672**

**Call to Order/Roll Call**

**New Commissioner's Oath**

**Elect New Chairman**

**Approval of Minutes**

- [1.](#) Minutes of November 13, 2019

**Discussion**

- [2.](#) Mt Hood View Apartments Parking and Traffic Evaluation

**Public Hearing**

- [3.](#) Slug's End Residential Subdivision

**Adjournment**

**Item Attachment Documents:**

1. Minutes of November 13, 2019



**CITY OF WHITE SALMON**  
**Planning Commission Meeting - Wednesday, November 13, 2019**  
**DRAFT**

**COMMISSION AND ADMINISTRATIVE PERSONNEL PRESENT**

**Commission Members:**

David Lindley  
Tom Stevenson  
Ross Henry  
Michael Morneault

**Staff Present:**

Erika Castro Guzman, City Associate Planner  
Patrick Munyan, City Administrator  
Ken Woodrich, City Attorney

**CALL TO ORDER/ ROLL CALL**

Planning Commissioner Chairman David Lindley called the meeting to order at 5:30 PM.

**MINUTES OF RECORD**

**1. Minutes of September 25, 2019**

Moved by Ross Henry. Seconded by Tom Stevenson.

Motion to approve minutes of September 25, 2019. CARRIED 3 – 0.

**DISCUSSION ITEMS**

**2. Comprehensive Plan Update: Parks and Recreation**

WSP Planning Consultant Scott Keillor reviewed the Comprehensive Plan Element for Park and Recreation, including its background, future facilities, and goals and policies.

Planning Consultants and Commissions agreed on the following items to be updated:

- Shorten the Parks and Recreation Vision Statement to provide focus.
- Remove references to Northwestern Lake.
- Address how the city will specifically support the White Salmon Valley Metropolitan Pool District.
- Keep the city's park district concept in the policy but be specific.
- Revise the bike path direction of travel on N Dock Grade Rd or re-route through Bingen/HWY 141.
- Connect White Salmon's downtown to the proposed Riverfront Park, potentially with a walking trail or steps.
- Be vague with future facilities and park plans, especially regarding the Riverfront Park, as the property is not owned by the city and layout may be subject to change with a new bridge.
- Remove the proposed youth recreational center associated with the pool and construction of a new pool on the city's behalf.
- Insert that the City would like to partner with other entities that are providing public park-like activities, specifically with the White Salmon Valley School District.
- Reword any comment where the city is asserting itself as an administrator, where the land is not owned, to a partnership.

- Summarize the attributes and create a narrative of existing conditions for each city park, which may be expanded to the surrounding area.
- Reestablish White Salmon’s connection to the Columbia River.

It was acknowledged that Parks and Recreation funding comes from the City’s general fund; additional funding may come from the State’s recreation and conservation office through grants. The city does not have a parks department; therefore, consideration may be given to creating a city park’s district in the interest of better funding sources.

Commissioners agreed to email further comments within 10 days. The next comprehensive plan update meeting is tentatively scheduled for January 2020.

### **Public Comments**

#### ***Eric Sanford, 163/173 N Main Ave, White Salmon WA***

Eric Sanford pointed out there is a 500-foot cliff, a state highway, railroad, and the in-lieu site as significant barriers to making the proposed riverfront park a part of White Salmon. Although he applauds the idea, he thinks time, effort and money could be much better spent. He said he likes Hood River’s waterfront park for its walkability to and from downtown but states that there are many barriers to preclude a realistic riverfront park for White Salmon.

#### ***Archer Mayo, 1264 NW Heidi Ln, White Salmon WA***

Archer Mayo stated that he, as well as Commissioner Henry, uses the waterfront routinely. He hopes the riverfront park idea is not going to go anywhere, because as an experienced swimmer, he thinks it is brutal water conditions in the proposed park area. Mayo said the joy of the park, versus the hassle, is unreasonable and suggests the use of the Port of Klickitat’s park instead. He added that the water at the park property has tested clean and describes the area calm at the 15-foot deep; and envisions there could be a diving board, ADA access and have police patrol. Mayo recommended taking the responsibility off the city to create a riverfront park and partner in an area with existing infrastructure.

## **PUBLIC HEARING**

### **3. Proposed Critical Areas Ordinance Review 2019.001**

#### ***Applicant: Robert Kalberg, 1027 SE Oak Street, White Salmon WA***

Public hearing for Critical Areas Ordinance Review 2019.001 was opened at 6:21 p.m. Chairman Lindley reviewed the Appearance of Fairness Doctrine. No concern or objection was voiced by Commissioners nor the applicant to participation.

The public hearing proceeded with a visual presentation and summary of the staff report by WSP Land Use Planner, Sam Roberts; with Staff support.

### **Orientation and Background**

WSP/City reviewed the submitted Critical Areas Habitat Study and Habitat Management Plan (HMP), the addendum memo to the HMP, and the Geologically Hazardous Critical Area Report associated with the proposed Kalberg short plat application (WS-2018-009). Three types of critical areas were identified on site: (1) a 200-foot Riparian Water Buffer, (2) various Oregon white oak heritage trees, and (3) a steep slope/ landslide hazards surrounding the outer edge of the site. The Applicant is seeking two variances

due to site constraints: (1) seeking an encroachment in the 200-foot riparian buffer from Jewett Creek (Type F stream); and (2) relief from the minimum 15-foot buffer from all critical area buffer requirements, with the intent to move forward with a short plat creating one additional lot. Staff finds that the applicant has sustained the burden of prove and that the application complies with the applicable provisions of the White Salmon Critical Areas Ordinance (WSMC 18.10) for reasons being the site is zoned Single-Family Residential, which is the future use of the site; and according to the submitted habitat study with the application, the steepness of the ravine, separating the creek from the site provides a physical limitation to onsite riparian habitat functions and values associated with Jewett Creek. Additionally, the applicant is proposing to enhance the undeveloped buffer area with a greater than one to one ratio, including planting 240 shrubs, some within the understory of the Oregon white oak canopy. The applicant is avoiding the buffer as much as possible. The maximum lot coverage of the single-family zone is 50%, where the applicant is only proposing to develop 11% of the entire site while preserving all heritage white oak trees by not proposing any development within the heritage tree protection areas. Therefore, staff recommends approval, subject to the conditions stated at the end of the report.

#### **Commissioner Comments**

Commissioner David Lindley requested clarification on that although the code states that the critical area stream buffer may be reduced by 25% administratively, the variance request essentially places the whole house within proposed Lot 1's buffer, reducing the buffer from 200-feet to about 100-feet total. City Attorney, Ken Woodrich, states that variances for critical areas are allowed in order to preserve the economic use of the property and that the planning commission is authorized to allow variances that depart from the standards, but does have obligation to allow as little of a variance as possible, while preserving the economic use. He also stated that the planners have done an excellent job and have tried to limit the variances as much as they could to preserve the economic use of the single-family residential zone.

Commissioner Lindley said the existing south lot, where the buffer is reduced to 150-feet, has reasonable area to build a single-family residence, but in the reduction of the north lot, it is in direct conflict with the buffer. He questioned if it is a reasonable use to short subdivide. Planner Keillor responded that the idea is one may have a legal north lot as long as it is minimizing the impact, in this case, the applicant has provided direct habitat and geotechnical studies that meet those standards.

Commissioner Ross Henry stated that he believes the buffer was recently increased in the latest update of the Shoreline Master Plan. Planner Keillor confirmed that the buffer did become larger under state law and clarifies that the variance would still be required to construct a single-family home, regardless of the proposed short subdivision. He states that the code allows for this kind of variance and provides a discretionary decision on the Commission's behalf.

Commissioner Tom Stevenson said he is glad to hear Staff considered the steepness, regarding the cliff to Jewett Creek, as the situation on site makes it very different than most other encroachments. Planner Roberts agreed with the Biologist's report that states the steepness of the ravine cuts any connection between the stream and the natural ecology one has with a riparian buffer. Furthermore, Planner Roberts clarified that the creek's buffer is setback from the creek's ordinary high watermark.

**Applicant Comments**

***Austin Bell, Applicant's Representative with Bell Design Company***

Austin Bell stated Bell Design represented Mr. Kalberg with surveying and engineering. He states that the property is zoned R1 Single-family Residential and is over a one-acre in size, adding the majority is located over the bluff. He said that for planning purposes, for an area to be divided, it doesn't matter where the area is if the square footage is met. He stated that because the lot is encumbered with critical area issues and that for minimal use, the property requires a variance. Bell said the company involved a biologist, a geotechnical engineer, a planner and a surveyor, to present multiple master reports that they felt met the requirements of a reasonable use variance. He stated that the proposed area of development is currently grass with no trees which would be the least area of disturbance on the lot.

***Stacy Reed, Applicant's Representative with ASK Engineering and Forestry***

Stacey Reed, a certified senior wetland biologist, she said Staff did a great job summarizing her report. She stated that the creek is 200 vertical feet at the bottom of a ravine and explains a floodplain shoreline ordinance intends to protect the biological, hydrological, and wildlife habitat of the creek. Reed said the buffer is for floodplain connectivity, but because of the vertical distance, stated that the proposed site development provides zero input and the oak trees along the bluff are already avoided and preserved. She added that proposed mitigation measure to plant native shrubs to override the poison oak on site.

Commissioner Stevenson asks why Washington State increased a creek's buffer to 200-feet. Biologist Reed said she thinks the shoreline buffer was adopted because of the Department of Ecology's general guideline recommendation. She stated that in theory, if a site is flat, a 200-foot buffer allows wildlife to use it back and forth, providing all functions. Attorney Woodrich added that any critical area ordinance must be approved by the Department of Ecology as Chairman Lindley concludes the administrative reduction exists because of the statewide blanket footage that may be evaluated case-by-case. Biologist Reed concluded by stating the Department of Natural Resources assigns the water type and it is a complicated process to propose a change, regardless of the natural barriers downstream.

***Carl McNew, Applicant's Representative***

Carl McNew stated that he has lived in White Salmon since 1993, and assisted Mr. Kalberg in purchasing the property over 18 years ago, where his original idea was to build a home. He said circumstances changed, and about 3 years ago began discussing short platting the lot while keeping the neighborhood's character. McNew agrees with Austin Bell that there are similar and even smaller properties existing the proposed lots in the area and thinks that under today's standards, the existing houses would not be able to be built. He added that a guiding principle of a short plat is to be a low impact development, which is what he thinks is proposed.

**Public Testimony**

***Luke Bradford, 1045 SE Oak Street, White Salmon WA***

Luke Bradford, a real property owner to the north, states that he does not have any objection to the variance but has a difficult understanding of allowing a short subdivision while the property is encroached by critical areas by approximately 80%. He said he is opposed to the extra step to short subdivide when he thinks there is already an allowed break with a variance for one single-family home.

***Helen Paulus, Rental Property Owner in White Salmon***

Helen Paulus said she believes that if the application is approved, it would set a precedent that any property with critical area buffers would also be able to do as the applicant has proposed.

***Eric Sanford, 163/173 N Main Ave, White Salmon WA***

Eric Sanford stated that he is opposed to any subdivision with that size of lot in White Salmon. He said when he moved to White Salmon 30 years ago, he merged two lots because in his opinion, small lots devalue everyone's property.

***Jeri Jablonski, 949 SE Oak Street, White Salmon WA***

Jeri Jablonski stated that she opposes the short subdivision. She said she believes it is extreme to allow further development beyond the initial variance request.

**Rebuttal**

***Carl McNew, Applicant's Representative***

McNew underscored that this is a unique site because of the two overarching restrictions on the property.

**Further Discussion**

Planner Roberts clarified that a decrease of the buffer from 200 to 150-feet and the heritage tree buffer reduction is not the variance. He said it is an allowed modification under the zoning code to provide flexibility to applicants. Planner Roberts said the variance is for the encroachment for the minimum creek buffer from the heritage tree setback. He said additionally, the size of the lots for conformance is determined through the short subdivision process. Planner Roberts also clarified the mitigation plan proposed by the applicant, enforced by the conditions of approval stating that the applicant has to adhere to the entire habitat management plan written by AKS that includes mitigation, a contingency, and additional requirements under the code for habitat management plans that will be deeded to the land. He added that the developer is restricted to building a house that conforms to the specific area.

**Public Hearing Closed at 7:15 p.m.**

**Deliberation**

Commissioners discussed the potential precedent of future applications and the unique features on the property in relation to the creek's buffer. They acknowledged the very restrictive building site on a large parcel that has a right to be developed. Attorney Woodrich made clear that the planning commission is reviewing the critical area report only, not making a decision on the short subdivision application. Furthermore, he stated that WSMC 18.10.113.D provides for variance criteria for providing reasonable use. Attorney Woodrich said the property owner under this code has an allowable variance. He suggested focusing on allowing the critical area variance for the single, undivided property and after that, the applicant may submit a short subdivision application, which mentioned by the City Administrator Munyan, may be elevated for the Planning Commission's review.

Planner Roberts explained how the second variance request, regarding requirement 15-foot standard setback from all buffers (heritage trees and riparian) is also a minimum necessary to build. He stated that no development would be possible. Commissioner Stevenson suggested

making a focused decision on the buildable site. Commissioner Henry agreed and further discussion continued to determine what is the minimum variance necessary to grant relief.

Moved by Tom Stevenson.

*Motion to adopt Staff's facts and findings and conditions of approval of both variances as shown in the staff report.* Motion died for a lack of second.

Moved by David Lindley.

*Motion to table the critical areas review until a future time of when a clean critical areas ordinance review can be brought back that is devoid of the short plat, or both applications are brought back concurrently with a short plat.* Motion died for a lack of second.

Moved by Ross Henry. Seconded by Tom Stevenson.

*Motion to approve Staff's facts and findings of approval as it relates to critical area ordinance and have city staff determine the short subdivision process.*

*AMENDMENT TO THE MOTION by Tom Stevenson. Seconded by Ross Henry.*

*Motion to supplement the motion to allow the 18 conditions listed to any further land division that may occur on the property, including a site plan review.*

#### **Further Deliberation**

Chairman Lindley commented he found the application, as presented, extremely confusing because of the proposed land division addition. Commissioner Stevenson expressed his concern about not making a decision.

*Motion to approve CAO-2019.001 as amended. CARRIED 2 – 1.*

#### **PUBLIC HEARING**

##### **4. Proposed Conditional Use Permit 2019.003**

**Applicant: Tao Berman, Mt. Hood View Apartments LLC, 115 N Main Street, White Salmon WA**  
Public hearing for Conditional Use Permit 2019.003 was opened at 8:02 p.m. Chairman Lindley reviewed the Appearance of Fairness Doctrine. No concern or objection was voiced by Commissioners nor the applicant to participation.

The public hearing proceeded with a verbal presentation of the staff report by City Administrator, Patrick Munyan, and Associate Planner, Erika Castro-Guzman.

#### **Orientation and Background**

The Applicant's current apartment building use is a grandfathered non-conforming use within the General Commercial District. The Applicant is seeking to obtain a Conditional Use Permit (CUP) to construct a new long-term apartment complex combined with a mix of short-term rentals and other retail space on the same lot. Short-term rentals and retail space are an out-right permitted use in a General Commercial Zoning District. The staff report focuses on the conditional use request for the long-term apartment portion of the project and the potential impacts on public facilities and neighboring property use.

#### **Commissioner Comments**



Commissioner Henry requested clarification regarding the Comprehensive Plan 2012 projection of multi-housing needs for 2030.

#### **Applicant Comments**

##### ***Tao Berman, Applicant and Property Owner of 115 N Main Street, White Salmon WA***

Tao Berman supplemented the record at the time of his comment period and read the document to the Planning Commission. He listed personal observations he loves and about what he does not like about White Salmon's community. He stated that White Salmon is near an inflexion point and he would like to preserve what is loved while planning for future growth; and believes the proposed project would enhance everything he likes about the vibrant community to help provide housing and capture tourism dollars for businesses.

Berman explained the proposed structure is one commercial unit (647 sq. ft.) and 18 apartments, 6 of which will be short-term rentals to meet the Commercial Zoning requirement. Berman states that he is considering proposing all short-term rentals to avoid needing a planning commission decision, as it is an outright use in the code, but feels the community would benefit more by having long-term rentals. Berman commented that he would move forward with all short-term units if his application is denied.

Berman reviewed the size of the proposed parking stalls, location and parking requirements for a short-term unit versus a long-term unit, providing a total of 43 parking spots. He stated that the code does not outline the number of parking spaces required under a conditional use application, and believes it is because every application is unique and should be decided on a case-by-case analysis. Berman compared White Salmon's parking ordinance to other municipalities.

Berman shared that his estimated rent price will be likely based on White Salmon's median household income and discussed the economics of short-term rentals and tourism dollars. He listed the reasons why people may be opposed to this project. Berman stated that a precedent has been set by allowing a conditional use permit for the property directly to the north, as he believes his request is similar. He requested the Planning Commission adhere to Staff's recommendation, as he has no concern with the conditions.

Commissioner Lindley asked the applicant what a parking management plan might consist of. Berman said he has owned apartments for the last 10 years and is a member of the Washington Landlords Association. He stated he understands parking is always an issue and details the management plan to his tenants through a parking addendum in the lease agreement. Commissioner Henry confirmed that the applicant is not opposed to adding specific language, if needed, to maintain vehicles off the street. Berman said that if a tenant is not in compliance with all aspects of the lease, it would be grounds for eviction. He additionally clarified the proposed tandem parking stalls would be allocated for the two-bedroom units and single parking stalls would be allocated to the one-bedroom/studio units.

City Administrator Munyan clarified that Staff's recommendation for approval is based on the outcome of the traffic analysis. Furthermore, he suggested that as the Planning Commission is the deciding body, Condition 1 be to change from 'administration review' to Planning Commission review of the traffic analysis and parking management plan.

Berman reiterated the conditional use permit request is to allow long-term rental in the commercial district. He said he believes that this project would benefit the community, but that he could still move forward with all units designated as short-term rentals. He said he would like to start this project in the spring. Berman restated a comprehensive parking management plan is reasonable and that he is not opposed to the conditions. He requested the analysis to be reviewed by staff, instead of waiting a for second planning commission meeting to avoid delaying the project.

Commissioners, Applicant and Staff discussed the definition of short-term rental and its outright use, in relation to parking, in the Commercial Zone.

Applicant Berman questioned the interpretation of the last sentence in WSMC 17.72.060: “Nothing in this provision shall be construed to require off-street parking spaces that a portion of such building existing as of September 12, 1973.” Berman stated that his attorney reads it to say that none of the existing parking needs to be allocated for the existing building because it was built prior to 1973. Attorney Woodrich stated he understands his attorney’s interpretation but that the proposal is taking away existing parking, which he does not think was contemplated the sentence; adding that it does not say parking can be removed from parking already provided to an existing building. Attorney Woodrich concluded that the conditional use permit requires an impact analysis aspect, and as part of that a parking management plan is a reasonable request.

Commissioner Henry clarified the parking stall reduction is within an inch of a standard parking stall. Berman said the existing garage stall is in current operation.

**Public Testimony**

***Eric Sanford, 163/173 N Main Ave, White Salmon WA***

Eric Sanford stated that the applicant and he are good friends but have different views for the future of White Salmon and that he is opposed to the application. He said he is the owner of the property north of the proposed site that was referred to earlier by the applicant. Sanford stated that there are 20 parking spaces for 2,000 square feet of constructed buildings with no variances needed. He claimed the applicant was aware he would require a conditional use permit and parking variance prior to the purchase of the property. Sanford compared the current parking to proposed parking stalls and emphasized that tandem parking stalls are difficult to use. He questioned the realistic loss of half of the parking space that exists for the current units and the actual room for daily use of the proposed parking. He stated that he has been living in White Salmon for 30 years and has seen explosive growth in the last 5 years. He believes the city must control its growth. Stanford adds that the rampant and unmanageable growth of new construction has resulted in tightly packed buildings with insufficient infrastructure that has led to a parking and traffic mess, with some intersections being virtually unusable on busy weekends. He said he believes that as population increases, the small town could quickly lose its charm and livability and therefore suggested tightening and enforcing existing rules to manage and stop growth to preserve value. Sanford requests the Planning Commission, if approval is granted, to enforce two standard parking spaces for each unit, the height of the building be limited to two stories (including the underground parking) and all the existing parking spaces be preserved for the building.

***Geri Chaton, 173 NW Lincoln Street, White Salmon WA***

Geri Chaton stated because of the proposed lack of parking she is opposed to the building project. She said she believes there has been a misrepresentation of the number/type of bedroom units and parking widths. Chaton states that tandem parking is not going to attract people and may not be managed correctly. She believes she is the one that the applicant referred to earlier as the author of a comment letter calling the application a parking variance as it is what it appears to her to be. Chaton said she believes that even if approval is granted, the downtown area was not planned for parking and is supplemented by N Main Street and 1<sup>st</sup> Avenue. Chaton said she does not think business parking interferes with residential parking at this time and would like it to remain harmonious.

***Kathy Bustle, 707 Waubish Street, White Salmon WA***

Kathy Bustle stated she is opposed to the project in its current form as she believes it to be ambitious and too high density for the area. She said she understands that parking will be an issue for those that rely on fast access to street parking and that apartment renters will have cars, as this is not a bicycle community. Bustle said she thinks that something less ambitious, like half the size would be doable. She questioned if short-term rentals qualify as commercial use to meet the minimum residential/commercial percentage split and stated concerns with the potential of unlimited short-term rentals in the commercial zone.

***Archer Mayo, Owner of Multi-business structure at 107 W Jewett Blvd, White Salmon WA***

Archer Mayo stated he owns a building across from the proposed development site with 25 parking stalls on private property. He shared he was a planning commissioner during the Wyers End planned unit development and appreciates the residents and city working together to resolve an identified housing problem. Mayo said he believes the city should address what a short-term rental is instead of processing it in the manner of a variance or conditional use permit. He said he does not believe the project is worth adjusting the city's residency to increase 2% while affecting 30% of downtown parking. Mayo concluded by adding he appreciates the focused deliberation of the Planning Commissioners.

***Helen Paulus, Rental Property Owner in White Salmon***

Helen Paulus said she appreciates the meeting's discussion and Mr. Sanford's comments. She shared that in her years of studying for an MBA degree and serving on Skamania County's Planning Commission, she does not comprehend why there are planning efforts and laws established to then routinely grant variances. Paulus said she believes the applicant is only considering their bottom line while parking spaces disappear. She concluded by sharing she moved from a place where traffic and parking problems made it unlivable.

***Jeri Jablonski, 949 SE Oak Street, White Salmon WA***

Jeri Jablonski stated that she appreciates the thoughtfulness of the Planning Commission. She said she would like to remind all of what a jewel White Salmon is and how difficult it has been to pull out of many streets in town due to the increased volume of traffic in the last five years. Jablonski said she is opposed to the development as she believes the proposed parking will ruin the community. She noted that there was a recent city council meeting addressing the concerns for the increased numbers in short-term rentals.

***David Dierck, Owner of the White Salmon Inn at 172 W Jewett Blvd, White Salmon WA***

David Dierck stated he has looked through the code and questions what a short-term rental is and if it qualifies as commercial, as Commissioner Henry had commented prior.

### **Rebuttal**

#### ***Tao Berman, Applicant and Property Owner of 115 N Main Street***

Tao Berman restated he is not asking for a parking variance, that it is not the reason for the application. He stated that Building Official, Bill Hunsaker, and City Administrator Munyan met with him onsite to gage the turning radius, and he believes the distance will be sufficient as excavation will be further north than the existing parking. Berman said that regarding the height of the building being alluded as too tall, he will comply with WSMC zoning and building codes. He said will he is aware that tandem parking is not ideal and that there are downsides to having an apartment building downtown but believes the upside is that it helps limit suburban sprawl. Berman said that he is aware parking will have an impact, but he intends to manage it well. He requested the analysis report to be reviewed by staff. Berman stated that the reason for the size of the project is economics. He said that the larger the building, the more people can help drive the cost down to make a viable project. Berman said the community has not seen a new apartment building in 50 years while the community states that it needs more affordable housing options, and he believes that this is what he is trying to do. He concluded by stating the project and parking is good enough to where it benefits and outweighs the valid concerns that have been brought up and will be addressed in the parking management plan.

Berman clarified for Commissioner Henry why the number of units proposed works economically, the risk of the construction and detailed potential expenses. He added that a lot of cities categorize hotels and short-term rentals in different asset classes, although similar.

Berman identified the proposed building's residential/commercial areas and distances between the proposed parking stalls for Commissioner Stevenson. Berman clarified the site plan is an estimate as the property has not been surveyed.

### **Further Discussion**

Commissioners and Staff discussed the request of the conditional use permit's long-term residential use and followed up on short-term rental comments as it relates to city code. City Administrator Munyan clarified that under state law, short-term rental means lodging for less than thirty days. Additionally, Munyan stated the parking concern is clear and staff has proposed a way to address those concerns through a professional impact analysis. He stated the conditional use permit criteria is not prescriptive about the number of parking stalls and therefore a general traffic impact study governs flexibility to determine the projected impact.

### **Public Hearing Closed at 9:55 p.m.**

### **Deliberation**

Commissioners discussed Staff's recommendation for a traffic and parking analysis to be presented to better determine the impact of the voiced concerns, to be reviewed by the planning commission, instead of staff. More discussion took place related to the opportunity to adopt explicit parking provisions. Commissioner Stevenson and Attorney Woodrich suggested the applicant confirm measurements to Staff's satisfaction. City Administrator Munyan stated that the building must meet setbacks among other building requirements for the building permit to be issued. Commissioners discussed potential avenues to mitigate overflow parking through a public parking lot or lease agreement on an adjacent property to avoid on-street parking.

Moved by Tom Stevenson. Seconded by Ross Henry.  
*Motion to adopt Staff's facts and findings, and conditions of approval (with one-word change: to replace administrative to planning commission). CARRIED 3-0.*

**Further Deliberation**

None.

**ADJOURNMENT**

The meeting was adjourned at 10:25 p.m.

\_\_\_\_\_  
, Chairman

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Erika Castro Guzman, Associate Planner

**Item Attachment Documents:**

2. Mt Hood View Apartments Parking and Traffic Evaluation

## **RICK WILLIAMS CONSULTING**

Parking & Transportation

PO Box 12546

Portland, OR 97212

Phone: (503) 459-7638

Email: [rick@rickwilliamsconsulting.com](mailto:rick@rickwilliamsconsulting.com)

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December 6, 2019

Tao Berman

Mt. Hood View Apartments LLC

PO Box 620

White Salmon, WA 98672

**Subject: Parking demand evaluation (traffic impacts) and parking management plan  
Mt Hood View Apartments (WS-CUP-2019.003)**

Dear Mr. Berman:

You have asked our firm to review the City of White Salmon's Conditional Use Review of your development request to construct 18 new apartments and 1 commercial unit at 115 N. Main Street in White Salmon. This would project would add new units and new parking stalls to the existing site. Rick Williams Consulting (RWC) is a Parking and Transportation Demand Management consulting firm located in Portland, OR. We have conducted similar reviews of development projects (residential, commercial, multi-use and institutional) for numerous municipal and private clients throughout the Pacific Northwest since 1995. We believe we have the professional experience to assist you, and the City of White Salmon, in determining the impacts your project will have and outlining strategies to effectively manage your parking upon project implementation/completion.

### **Planning Commission Committee Recommendation on Conditions of Use**

After review of your site proposal, the White Salmon Planning Commission Committee recommended that you prepare a comprehensive parking management plan and traffic study that specifically addresses the following:

- a. Potential parking impacts caused by the residential use to surrounding commercial businesses.
- b. How you will identify, manage and ensure residents are not parking additional vehicles on the streets (*vehicles other than compact cars, short-term renters, and guest parking*).<sup>1</sup>

The narrative that follows is intended to provide solutions to the requirements of a. and b. above.

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<sup>1</sup>Patrick Munyan, City Administrator: *Conditional Use Permit Application (WS-CUP-2019.003 – Determination Letter (dated November 14, 2019), page 1*

## The Site

You are proposing to construct 18 apartments on the site and add 20 parking stalls to 26 stalls already at the site, supporting 15 existing residential units. It is your intent to manage the site as a single entity upon completion, meaning that all existing and new stalls will be managed to meet the parking needs of the combined 33 residential units.

**Table 1** below summarizes your development concept.

**Table 1: Existing and Proposed Residential and Parking Components**

	Existing	Proposed	Combined
<b>Residential Units</b>	15	18	33
<b>Parking Stalls</b>	26	20	46
<b>Ratio of Units to Stalls</b>	1.73	1.11	1.39

As the table indicates, when all parking is combined upon project completion there will be 46 parking stalls provided to accommodate 33 residential units. This translates to a built parking ratio of 1.39 stalls per unit.

## Parking Demand

Within the Conditional Use Application Staff Report (dated November 13, 2019) staff notes that the “municipal code does not clearly define how many parking spaces are required for an apartment residential dwelling structure in a C General Zone...”<sup>2</sup> Staff does, however reference parking requirements in the code related to singular residential structures or condominiums, in the range of 2.0 off-street stalls per unit. Which, when combined with commercial units calculates to 62 parking spaces.

Interestingly, the professional parking industry literature is heavily populated with academic articles and professional studies that demonstrate that there is little relationship between code-based parking standards and actual demand for parking.<sup>3</sup> For the longest time, our industry’s approach to defining “How much parking?” has been relegated to the use of national parking requirement standards, either from the Institute of Transportation Engineers (ITE), Urban Land Institute (ULI), or local code requirements.<sup>4</sup> Local and national parking requirement standards are based on outdated and under-represented data (though recent ITE models are being modernized). Nonetheless, traditional parking standards that informed current municipal codes tend to skew wildly from the actual parking needs of a community.

RWC was a lead consultant in King County’s “Right Size Parking” project, a comprehensive demand study of 240 residential parking developments covering most every city in King County, large and small communities.<sup>5</sup> The overall finding was that existing development codes in nearly every city measured

<sup>2</sup> Staff Report, November 13, 2019, Conditional Use Application, WS-CUP-2019.003, page 14 of 18.

<sup>3</sup> See for instance, Kimley-Horn: Parking Generation - Replacing Flawed Standards, White Paper Series, May 2016.

<sup>4</sup> See for instance the writings, studies and research of Donald Shoup and Rick Willson.

<sup>5</sup> Visit [rightsizeparking.org](http://rightsizeparking.org)



required on average 35% more parking – as a parking minimum requirement – than actual demand for parking by the residential developments. If we held that same rate of over requiring parking to the assumptions in the staff report that were based on singular residential structures or condominiums (62 spaces), the actual need for parking would be 40 stalls (i.e., 65% of 62).

RWC also works extensively with cities throughout the Pacific Northwest conducting parking demand studies for residential developments in urban, suburban and small city settings. We have worked in City's like White Salmon that are what would be called emerging cities in no (or very low) transit environments. We have currently completed similar work in Hood River, OR and cities like Tukwila, WA and suburban Bend, OR and Albany, OR and suburban Bozeman, MT (to name a few).

Ideally this evaluation for your site would have derived a demand ratio using local data rather than drawing from comparative data, similar to what was compiled for non-residential demand above. Unfortunately, there were insufficient examples of multi-family dwellings within proximity to your site to provide a sufficient sample size. As such, the examples provided in **Table 2** below were recently derived (within the last 3 years) from peer cities with similar land use characteristics that influence parking demand – i.e., low transit availability and have a greater demonstrated reliance on the automobile for general transportation needs. Cities like suburban Bend and Bozeman also have visitor and recreational components that parallel White Salmon.

**Table 2: Municipal Residential Parking Demand Ratios**

City	Urban Context	Type of Housing	Demand Ratio
Bend, OR (suburban areas)	No transit / High auto	Multi-family	1.25 / unit
Albany, OR (suburban area)	Marginal transit / High auto	Multi-family	1.33 / unit
SeaTac, WA	Low transit / High auto	Multi-family	1.15 – 1.27 / unit
Tukwila, WA (suburban)	Low transit / High auto	Multi-family	1.26 – 2.00 / unit
Bozeman, MT (suburban)	Marginal transit / High auto	Multi-family	1.37 / unit

The actual demand figures in the example cities range from as little as 1.15 vehicles per unit to as much as 2.00 per unit. The median ratio of the above samples is 1.27 vehicles per unit; the average ratio is 1.43 with a standard deviation of 0.29. As a rule of thumb, RWC favors using a *median* figure (1.27) rather than an *average* (1.43) which reduces the influence of outlier examples (especially high or low figures). By comparison, the Institute of Transportation Engineers (ITE) Parking Generation Manual (4<sup>th</sup> Edition) cites 1.23 as the average peak demand for Low/Mid Rise Apartments in a suburban location.<sup>6</sup>

Using the median standard derived here, expected parking demand associated with the Mt. Hood View Apartments would be 42 stalls (assuming 1.27 stalls per unit). **Table 3** provides a summary of findings.

<sup>6</sup> It should be noted that each of the example cities code required parking for residential was substantially higher than actual measured demand, which tends to validate the general findings in the parking industry literature and RWC's experience with the Right Size Parking project in King County and individual measurement projects in the Pacific Northwest.

**Table 3: Code Standards versus Demand**

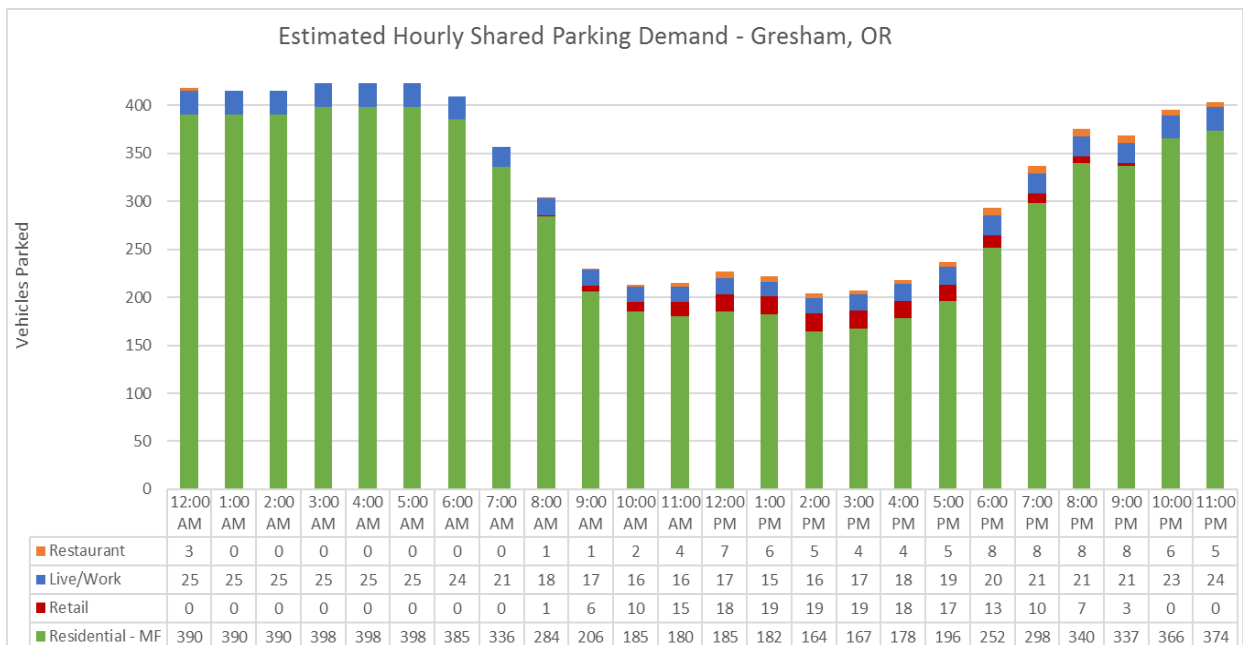
	Assumption from Staff Report	RWC model (@1.27 per unit)	Proposed Combined Supply (@1.39 per unit)
<b>Stalls Needed</b>	62	42	46
<b>Surplus based on probable demand</b>	Not based on measured demand	Based on actual demand models in similar environments	4 stalls when using RWC actual demand model

Elements that support the RWC model is a demand output that is grounded in actual demand measurements versus what may be an arbitrary code standard. Also, findings in numerous studies (RWC and others) is that code standards are significantly overstating the concept of “need.” Finally, we do know that of the existing 15 residential units at the site, 8 of the units (53%) are parking just one vehicle (a demand number that is below the 1.39 stalls per unit the Mt. Hood View Apartment project is proposing). It is assumed that the new units added will result in a similar mix of vehicle ownership.

**Residential Demand Curve**

**Figure A** is provided as an example of a residential demand curve over the course of a typical 24-hour day. This example is from a very suburban area of Gresham, Oregon (low transit/high auto). The key point of the graphic is that the actual demand for residential parking (in most locations and formats) is highest in the very early morning and the very late afternoon/evening. A significant portion of residents (as much as 50%) leave the site during the day to go to work, shop and or recreate. As such, the risk of demand spilling over in a manner that adversely impacts surrounding commercial businesses, which have their highest demands midday, is very low. **In most cities, the largest complaint related to residential areas, is overspill of commercial uses into residential supply, not the other way around.**

**Figure A: Example: Typical Multi-Family Residential Demand Curve**



*Conclusion:*

- Our conclusion is that the proposed parking supply is adequate to assure that -- per WSMC 17.48.030 Conditional Uses (M) – “all vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72.” In fact, there is likely a small surplus. This is supported by actual demand modeling at built and operating residential apartment complexes at comparable sites.
- To this end, any impacts on off-site traffic are likely marginal to nil, with no impacts of the residential use to surrounding commercial businesses. This is particularly true given the actual demand peaks for residential versus commercial trips (e.g., **Figure A**).

### **Managing Parking**

In the staff report, it is noted that “while the Applicant’s proposal may provide for minimum adequate parking to serve the proposed long-term residential portion of the project if managed correctly, it does not address potential impacts of overflow caused by visitor parking, short-term renters parking, residential users owning additional vehicles and non-compact cars parking.”<sup>7</sup>

Our first response would be to indicate that the demand numbers derived from **Table 2** actually account for the complete demand for parking at the measured sites. Vehicles parked were counted throughout a 24-hour operating day, which would account for residents and their guests, as well as the aggregated mix of vehicles owned. As stated above, that would be included in the 1.27 stalls per unit demand. Similarly, the documented demand curve for residential parking does not numerically suggest that residential spill over into commercial areas is likely.

Nonetheless, in conversations with you (Mt. Hood View Apartments), you indicated that there is currently very little management of parking at the site. You also indicated that you would commit, through the Conditional Use process to actively implement a more comprehensive parking management plan for the combined site upon project completion. This would provide a much higher level of control and management of the parking supply and support the staffs concerns about identifying, managing and ensuring residents are not parking additional vehicles on the streets.

#### *Parking Management Plan*

RWC would suggest the following strategies within the context of a site-oriented parking management plan. These strategies are both common and successfully deployed in similar residential formats (particularly for very small sites, i.e., sites with less than 50 units).

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<sup>7</sup> *Staff Report, November 13, 2019, Conditional Use Application, WS-CUP-2019.003, page 14 of 18.*

1. All tenants will sign within their tenant lease agreements that they accept and will adhere to on-site parking rules of use as a condition of residency. This signed statement will also indicate that they will not park on the street. Violations of the parking agreement is grounds for penalty or termination.
2. All tenants will register their vehicle license plate number(s) with property management, creating a database from which management can identify authorized vehicles parking on-site, as well as respond to any complaints of site vehicles parking off-site. This will include those using the site for short-term rentals.
3. Property management will routinely monitor lot usage *by license plate*. This assures compliance and will also result in issuing notice to vehicles not properly identified (e.g., abandoned vehicles, commercial vehicles using the lot during the day, etc.). Unauthorized vehicles will be (a) notified and (b) towed if abuse of site reoccurs.
4. Appropriately signing the site to communicate the site is available only to authorized users.
5. Placing a sign on the building, and in communications materials (see 12, below) that directs any questions or issues related to parking to a phone number that rings directly to property management. This will ensure timely response to issues and concerns.
6. Number all stalls on the lot to support allocation strategy (below).
7. Assign tandem parking stalls to each two-bedroom unit, which allows parking two vehicles.
8. Allocate one parking space to each one-bedroom and studio unit.
9. Allocate one parking stall to each short-term rental (a total of six stalls). If short-term units require more parking, renters will be required to direct their additional vehicles to City lots (in particular the public city lot at Church and Lincoln Street). This would be reinforced by providing maps within the short-term rental packages and rental materials.
10. Any oversize tenant vehicles will be allocated one of the 20 full-size parking stalls.
11. If parking is underutilized, low use stalls can be re-signed as "visitor parking" stalls.
12. Communication materials will be placed in leasing packets, the tenant lease agreement and within short-term rental units that instructs all "tenants" to direct their guests to only park in the City parking lots (if on-site parking is maximized).

These are simple strategies and easy to enforce and monitor; and they are in use in many other venues. The fact that parking becomes a legally binding condition of residency is a strong and compelling lever to influence compliance. Projects that are silent on the issue of parking "rules of use" are more likely to see instances of abuse than in venues that implement strategies like those above. If implemented, we believe that staff's concerns related to identifying, managing and ensuring compliance will be successfully addressed.

## Summary

Based on actual measurements of demand for similar type residential developments, we believe that the Mt. Hood View Apartments proposal can satisfy the City of White Salmon's recommended conditions related to parking.

- The supply of parking is adequate to measured demand.
- The demand curve for residential parking is actually favorable to mitigate concerns or risks associated with spillover that might adversely impact surrounding commercial business.
- The recommended parking management plan provides an efficient tool to compel compliance by on-site tenants and a mechanism to monitor use, respond to complaints and communicate expectations.

Let us know if there is more that you might need from us.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Williams", with a long horizontal flourish extending to the right.

Rick Williams  
President

**CITY OF WHITE SALMON  
PLANNING COMMISSION**

**PUBLIC HEARING**

**November 13, 2019**

**Conditional Use Application  
WS-CUP-2019.003**

**APPLICANT:**

**Tao Berman**

**Mt. Hood View Apartments LLC**

**115 N Main Street**

**White Salmon, WA 98672**

# STAFF REPORT

November 13, 2019

## CONDITIONAL USE APPLICATION

WS-CUP-2019.003

The Applicant's property located at 115 N Main Avenue is within a General Commercial Zoning District. The current apartment building use is a grandfathered non-conforming use within the General Commercial District. The Applicant is seeking to obtain a Conditional Use Permit (CUP) to construct a new long-term apartment complex combined with a mix of short-term vacation rentals and other retail space on the same lot. Short-term rentals and retail space are an out-right permitted use in a General Commercial Zoning District. This staff report focuses on the conditional use request for the long-term apartment portion of the project, and the potential impacts on public facilities and neighboring property use.

### **LEGAL DESCRIPTION:**

115 N Main Street  
Tax Parcel 03-11-1968-0101/00  
Lots 1, 2, and 3 Block A of Groshon's Addition to White Salmon. NW ¼ SW ¼,  
Section 19; Township 3; Range 11

### **DIMENSION OF ACREAGE PROPERTY:**

155-feet by 125-feet; 19,375 lot square footage, approximately 0.44 acres

### **CURRENT ZONING:**

C General Commercial

### **SURROUNDING USES:**

Westerly — C General Commercial  
Southerly — C General Commercial  
Easterly — C General Commercial  
Northerly — C General Commercial

## **MUNICIPAL STATUTE(S) OF BEARING**

### **WSMC 17.48.030 - Conditional uses.**

Uses which may be authorized subject to conditional use permit review by the planning commission in a C district are intended to provide for compatible manufacturing, light industrial, residential, and storage uses especially in conjunction with retail use. Uses possible to permit conditionally include:

- A. Residential - Condominium, apartment, and other dwelling types including balconies, outside courts or patios and constructed or renovated to be included as an integral part of a commercial or retail structure with the following conditions:
  - 1. The dwelling units shall have a minimum living area of six hundred square feet and a maximum of one thousand five hundred square feet.
  - 2. Residential uses shall not be more than sixty percent of the total square footage of the structure(s).
  - 3. The design of commercial establishments which include dwellings shall be a matter subject to review and approval by the planning commission.
  - 4. If located on or along a commercial street front the building design shall be required to support and contribute to street front commerce; or stand-alone dwellings incidental to and used in conjunction with the primary permitted use when found to be compatible with and clearly incidental to the primary use and surrounding uses, e.g., care taker cottage or housing for family or others principally engaged in the primary business. This provision is intended for application in conjunction with a business that is not located in an area characterized by typical commercial street frontage. The planning commission specifically reserves the right to disapprove construction of dwellings in conjunction with commercial development on the basis of health, safety and welfare of potential occupants or if location of dwelling units displaces or is likely over time to displace the street front commercial presence of a retail structure.
  
- B. Light manufacturing, repair, and storage - Including equipment repair, and machine shop uses such as:
  - 1. Assembly, fabrication and distribution of metal products, electrical appliances, electronic instruments and devices;
  - 2. Research and development including testing sites for instruments and devices developed for proprietary use or sale;



3. Repair, reconditioning, or rebuilding of fleet vehicles, farm equipment, heavy commercial equipment; Wholesale distribution of fuel or foodstuffs including: heating oil or natural gas, brewery, distillery, winery, cereal mill;
  4. Equipment storage of contractors' or loggers' equipment and truck storage yard, plant, repair, rental; storage of materials and parking of vehicles integral to the principal uses permitted outright; storage and parking; contained within an enclosed building or screened in a manner to avoid conflicts with surrounding permitted uses.
  5. Other storage conducted within an enclosed building or otherwise screened and shielded in a manner to achieve compatibility with surrounding uses.
- C. Small animal hospitals, veterinary facilities or offices.
- D. Any other uses judged by the planning commission to be no more detrimental to adjacent properties than, and of the same type and character as, the above-listed uses. In addition to conditions applied in response to conditional use permit criteria; design standards listed in the commercial zone will be applied and included as conditions of approval when necessary to achieve compatibility with existing and permitted uses in the area.

**WSMC 17.48.075 - Development and design standards.**

- A. Property development standards—All new development shall conform to Chapter 17.81, Site and Building Plan Review, and to any and all architectural and design standards which may be adopted by the city.
- B. Roof standards/surfacing:
1. Finished roof material shall meet Class "C" roof standards. Dark and non-reflective roofing material shall be used for all visible roof surfaces.
- C. Roof standards/mechanical equipment and venting:
1. All mechanical equipment located on roof surfaces such as, but not limited to, air conditioners, heat pumps, fans, ventilator shafts, duct work, or related devices or support work, shall be screened from view when possible and visible equipment shall be of a matte and/or non-reflective finish, unless reviewed and determined by the planning commission to be compatible with or a positive addition to the design and character of the commercial area. This restriction shall not apply to radio/television antennas or dishes (see Chapter 17.78).

2. All exposed metal flashing, roof jacks and plumbing vents shall be matte finishes/non-reflective.
- D. Drainage—All storm water concentrated by the structure and related impervious surfaces must be handled on site. Concentration of roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from concentrated water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81.
  - E. Exterior walls/siding—Acceptable siding shall be of lap, plank, shingle, board and batten style. Siding with brushed, sanded or rough sawn texture may be permitted, if approved by the planning commission. Siding shall be finished in natural or earth-tone colors. Other colors or styles may be permitted if approved by the planning commission. All other composition materials shall be carefully reviewed for visual compatibility by the planning commission.
  - F. Exterior walls/masonry—Masonry walls or walls with masonry veneer may be native or cultured stone or standard-sized brick of natural or earth-tone colors. Ceramic tile, manufactured concrete block or slabs may be permitted, but shall be subject to review by the planning commission to insure use of earth-tone colors, matte finish, and compatible relationship to native materials.
  - G. Exterior walls/metal—Metal walls, panels, partitions, facing or surfacing of any type is subject to review by the planning commission and must be found to be compatibly designed and intentionally applied rather than relied on solely as a less expensive option. Window panel fillers, exterior metal doors, door casings and windows shall be allowed.
  - H. Windows and doors—All window and door frames shall be dark or earth-tone in color. Doors may be painted graphic colors as a part of the ten percent graphic color and signing limitation.
  - I. Garbage and refuse areas—Building plans shall include provisions for the storage of garbage containers. Garbage containers shall be fully enclosed and covered. Disposal and storage of hazardous or toxic substances in garbage or refuse receptacles is strictly prohibited. On-site hazardous waste treatment and storage facilities shall conform to State Siting Criteria, RCW 70.105.210.
  - J. Orientation of entry and display space—Entry and window display area shall be oriented toward the city street. Parking may and will often be provided behind and/or under the rear or side portion of a new commercial structure. In this case additional entry may be oriented toward the parking area but such additional entry area will be in addition to rather than in place of window display and entry area addressing the street and sidewalk.

- K. Utilities—All electrical, telephone, and other utilities shall be brought underground into the site and to the buildings.
- L. Loading—All loading must be on-site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with concrete or asphalt, be well-drained and of strength adequate for the truck traffic expected.
- M. Parking—All vehicles must be parked on the site unless otherwise provided for in accordance with [Chapter] 17.72. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length nineteen feet. All parking areas shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.
- N. Outside storage—All storage and refuse shall be visually screened by landscaping barriers, walls or coverings and be included in plans and specifications. Such barriers, walls or coverings shall not restrict access to emergency exits.
- O. Noxious effects:
  - 1. No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.
  - 2. Except for exterior lighting, operations producing heat or glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.
  - 3. All materials, including wastes, shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

**WSMC 17.80.055 - Conditional use permit purpose and criteria.**

The administrator or the planning commission shall hear and decide applications for conditional uses in certain districts; provided that any conditional use permit granted is subject to and consistent with the following conditional use permit review provisions:

- 1. Purpose. The purpose of the conditional use permit process is to provide flexibility in the city's land use regulations in order to accommodate uses which may be appropriate in an established zone under certain circumstances, but inappropriate in the same zone under others. At the time of application, a review of the location, design, configuration, and potential impact of the proposed use shall be conducted by comparing the use to the goals and

policies established in the city's comprehensive plan and the purpose of the zoning designation and this regulation. This review shall determine whether the proposed use should be permitted by weighing the public need or the benefit to be derived from the use, against the impact which it may cause.

2. Scope. This section shall apply to each application for a conditional use permit including both primary and accessory uses.
3. Application Submittal and Contents.
  - a. The application for a conditional use permit shall be submitted to the city on forms provided by the city, along with the appropriate documentation and signatures. The application shall include all materials required pursuant to city regulations.
  - b. Specific submittal requirements determined to be unnecessary for review of an application may be waived by the city.
4. Permit Review Process. Applications for conditional uses shall be processed as a type I-B decision by the administrator for simple applications or as a type II decision where in the administrator's discretion additional public input or planning commission review is necessary or appropriate according to procedures set forth in Title 19.
5. Approval Criteria. The city may approve or approve with modifications an application for a conditional use permit if the following criteria are satisfied:
  - a. The conditional use is harmonious and appropriate in design, character and appearance with the existing or intended character and quality of development in the immediate vicinity of the subject property and with the physical characteristics of the subject property;
  - b. The conditional use will be served by adequate public facilities including streets, fire protection, parking, water, sanitary sewer, and storm water control;
  - c. The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject parcel;
  - d. The conditional use has merit and value for the community as a whole;
  - e. The conditional use is consistent with the goals and policies of the city of White Salmon's comprehensive plan;

- f. The conditional use complies with all other applicable criteria and standards of the White Salmon Municipal Code; and
  - g. That the public interest suffers no substantial detrimental effect. Consideration shall be given to the cumulative impact of similar actions in the area.
6. Additional Conditions. The city may impose additional conditions on a particular use if it is deemed necessary for the protection of the surrounding properties, the neighborhood, or the general welfare of the public. The conditions may:
- a. Increase requirements in the standards, criteria or policies established by this chapter;
  - b. Stipulate an exact location as a means of minimizing hazards to life, limb, property damage, erosion, landslides or traffic;
  - c. Require structural features or equipment essential to serve the same purposes as set forth in subsection b. of this section;
  - d. Impose conditions similar to those set forth in subsections b. and c. of this section, as deemed necessary to establish parity with uses permitted in the same zone with respect to avoiding nuisance generating features in matters of noise, odors, air pollution, wastes, vibration, traffic, physical hazards and similar matters;
  - e. Require reporting by the applicant or operator on a regular basis sufficient to demonstrate continued compliance with all conditions of approval.
7. Authority to Deny. The city may deny any conditional use request when adverse impacts reasonably expected to result from the use cannot be avoided, eliminated or mitigated to an acceptable degree.
8. Use of Property Before Final Decision. No business license or building permit shall be issued for any use involved in an application for approval for a conditional use permit until the permit application becomes effective.
9. Conditional Use Permits—Effective Period.
- a. A decision granting a conditional use permit shall become effective upon the date of such decision.

- b. A conditional use permit automatically expires and is void if the applicant fails to file for a building permit or other necessary development permit within three years of the effective date of the conditional use permit unless:
  - (i) The applicant has received an extension of time for the conditional use permit subject to city extension requirements.
  - (ii) The conditional use permit approval provides for a greater time period.

10. Extension of Time.

- a. The city may extend a conditional use permit, not to exceed one year, if the applicant demonstrates good cause to the city's satisfaction that:
  - (i) Unforeseen circumstances or conditions necessitate the extension of the permit;
  - (ii) Termination of the permit would result in unreasonable hardship to the applicant, and the applicant is not responsible for the delay; and
  - (iii) An extension of the permit will not cause substantial detriment to existing use in the immediate vicinity of the subject property.
- b. The director of the development services department may grant no more than two extensions. A second extension may be granted only if:
  - (i) The criteria listed in this subsection are met;
  - (ii) The applicant has demonstrated reasonable diligence in attempting to meet the time limit imposed; and
  - (iii) Conditions in the immediate vicinity of the subject property have not changed substantially since the conditional use permit was first approved.

11. Modification of Conditional Use Permit. The city may initiate a modification to an approved conditional use permit. A modification will be processed as a new conditional use permit but will consider only the impacts and mitigation related to the proposed modification. Through the modification procedure, the city may delete, modify or impose additional conditions upon finding that the use for which the approval was granted has been intensified, changed or

modified by the property owner or by person(s) who control the property without approval so as to significantly impact surrounding land use.

12. Conditional Use Permit to Run with the Land. A conditional use permit granted pursuant to the provisions of this section shall continue to be valid upon a change of ownership of the site, business, service, use or structure which was the subject of the permit application. No other use is allowed without approval of an additional conditional use permit.

**WSMC 17.72.060 - Parking spaces—Expanded or enlarged uses.**

Whenever any building is enlarged in height or in ground coverage, off-street parking shall be provided for expansion or enlargement, in accordance with the requirements of the schedule set out in Section 17.72.090; provided, however, that no parking space need be provided in the case of enlargement or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in the schedule for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing as of September 12, 1973.

**WSMC 17.08.040 - Apartment house.**

"Apartment house" means a building or portion thereof used or intended to be used as a home with three or more families or householders living independently of each other.

**WSMC 17.80.010 - Policy and intent.**

It is the policy of the city to provide for standard review, the relief in cases of hardship, and a process of appeal to govern situations in which implementation of these regulations requires or benefits from the broader perspective represented by an appointed panel of representatives or in which parties affected by these zoning regulations allege improper administrative actions.

**WSMC 17.76.050 - Change or enlargement of uses.**

No nonconforming use of land shall be changed to another nonconforming use. The lawful use of land existing at the time of the adoption of the ordinance codified in this title may be continued after the provisions of subsection B of Section 17.76.040, although such use does not conform to this title for the district in which the land is located; provided, further, that no such nonconforming use shall be enlarged or increased, nor shall any nonconforming use be extended to occupy a greater area of land or building than that occupied by such use at the time of the

adoption of said ordinance, unless by such moving it brings the use closer to conformance with this title.



## **APPROVAL CRITERIA**

Pursuant to WSMC 17.80.055 - Conditional use permit (CUP) purpose and criteria, Section (5) Approval Criteria; the city may approve or approve with modifications an application for a conditional use permit if the following criteria are satisfied:

**Fact** WSMC 17.80.055 (5)(a). The conditional use must be harmonious and appropriate in design, character and appearance with the existing or intended character and quality of development in the immediate vicinity of the subject property and with the physical characteristics of the subject property.

**Finding** Approval of a conditional use permit does not eliminate the appropriate zoning design standards provided for in WSMC 17.48.075. Pursuant to WSMC 17.80.055—Conditional Use Permit Purpose and Criteria, the Planning Commission may impose additional conditions on a particular use if it is deemed necessary for the protection of the surrounding properties, the neighborhood, or the general welfare of the public.

The proposed development would be consistent with the immediate vicinity and physical characteristics of the subject property. The current use of the property is a nonconforming residential/commercial mix, which is similar to several of the commercial/residential mixes located in the commercial district on Jewett Boulevard.

**Fact** WSMC 17.80.055 (5)(b). The conditional use will be served by adequate public facilities including streets, fire protection, parking, water, sanitary sewer, and storm water control.

**Finding** The proposed development property is served by adequate public facilities such as street, water, and sanitary sewer. Upgrades to the onsite water and sanitary sewer lines will be necessary to accommodate the new structure. The proposed structure would be required to have an internal fire sprinkler system. At this time, the Applicant has not provided staff with a stormwater analysis; however a stormwater analysis report prepared by a Washington State licensed Engineer is required before construction for any development project and generally handled by the Building Department. Pursuant to WSMC 17.48.075—Development and design standards, all storm water from the new structure and related impervious surfaces, must be handled on site. Stormwater from roof drainage shall not be shed by drip or overflow at points that cross pedestrian walkways or paths. A

plan of the roof and surface drainage shall insure that pedestrian walkways and paths remain free from water shedding. Such plans shall be included in the proposed site drainage plan required for site and building plan review in Chapter 17.81—Site And Building Plan Review.

Pursuant to WSMC 17.48.075 (M)—Development and design standards; Parking, all vehicles must be parked on the site unless otherwise provided for in accordance with Chapter 17.72—Off-Street Parking and Loading. No on-street parking is permitted. Minimum parking stall width should be eight feet, six inches and length twenty feet. All parking areas shall be paved with concrete or asphalt and shall conform to all regulations hereinafter in effect.

Pursuant to WSMC Chapter 17.72.060—Parking spaces-Expanded or Enlarged Uses, whenever any building is enlarged in height or in-ground coverage, off-street parking shall be provided for expansion or enlargement, in accordance with the requirements of the schedule set out in Section 17.72.090—Number of Spaces for Designated Uses; provided, however, “that no parking space need be provided in the case of enlargement or expansion where the number of parking spaces required for such expansion or enlargement since the effective date of the ordinance codified in this title is less than ten percent of the parking space specified in the schedule for the building. Nothing in this provision shall be construed to require off-street parking spaces for the portion of such building existing as of September 12, 1973.”

Pursuant to WSMC 17.80.055, the purpose of the conditional use permit process is to provide flexibility in the City's land-use regulations in order to accommodate uses that may be appropriate in an established zone under certain circumstances, but inappropriate in the same zone under others. WSMC 17.80.055 (5)(b), which is the more direct code provision in a conditional use permit process provides the Planning Commission the authority and flexibility to determine if the Applicant’s proposed 43 off-street parking spaces for the current and proposed structure are adequate. The Applicant proposes approximately 1 ½ parking spaces per residential dwelling unit, in which 3 out of the 43 off-street parking spaces would be dedicated to the 10 short-term rental uses, leaving a shortage of 7 off-street parking lots for the project as a whole. In consideration of the current and proposed residential use that provides one and two-

bedroom facilities, the proposed parking plan could be determined to be minimal if managed correctly.

In addition, the Applicant is requesting a reduction from the 8½-ft x 20-ft parking stall standard to a 8-ft x 16-ft compact car parking standard. While the municipal code does not clearly define how many parking spaces are required for an apartment residential dwelling structure in a C General Zone, it does define two off-street parking spaces per singular residential structure or condominium and one for each short-term rental commercial use, for a total of approximately 62 parking spaces.

In consideration of the code provisions above, the Applicant's nonconforming residential building existed as of September 12, 1973, and included the current parking facilities. As stated previously, under a conditional use process, the Planning Commission has the authority and flexibility pursuant to WSMC 17.80.055(b) to determine if the Applicant's parking plan is adequate to avoid negative impacts on the surrounding area.

**Fact**

WSMC 17.80.055(5)(c). The conditional use will not be materially detrimental to uses or property in the immediate vicinity of the subject parcel.

**Finding**

The focus of this conditional use application is to determine if the proposed long-term residential use in a C General zoning would be materially detrimental to uses or other properties in the immediate area. Because the Applicant's property currently has long-term residential use, it would be difficult to claim the proposed long-term residential use would be materially detrimental to other users or property in the immediate vicinity.

However, parking in the downtown portion of the C General zoning district is always a concern. While the Applicant's proposal may provide for minimum adequate parking to serve the proposed long-term residential portion of the project if managed correctly, it does not address potential impacts of overflow caused by visitor parking, short-term renters parking, residential users owning additional vehicles and non-compact cars parking.

**Fact**

WSMC 17.80.055 (5)(d). The conditional use has merit and value for the community as a whole.

**Finding** The Applicant’s proposal would provide an affordable option for housing to the working class community that cannot afford to purchase a home within the White Salmon community or the surrounding area; therefore, it could be determined the proposed project would add merit and value to the community.

**Fact** WSMC 17.80.055 (5)(e). The conditional use is consistent with the goals and policies of the City of White Salmon's comprehensive plan.

**Finding** To meet the housing demands between 2007 and 2030, Section X of the White Salmon's Comprehensive Plan forecasted that 20% of the community's housing demands would need to come from multi-family housing developments. To date, approximately 5% of the housing demand comes from multi-family housing. The above information clearly illustrates a shortage in meeting the community's forecasted multi-family housing needs. While forecasting is objective, it is the administrations' opinion that there is a multi-family housing shortage within the White Salmon community.

**Fact** WSMC 17.80.055 (5)(f). The conditional use complies with all other applicable criteria and standards of the White Salmon Municipal Code.

**Finding** The purpose of the conditional use permit process is to provide flexibility in the City's land-use regulations in order to accommodate uses which may be appropriate in an established zone under certain circumstances, but inappropriate in the same zone under others. At the time of application, a review of the location, design, configuration, and potential impact of the proposed use shall be conducted by comparing the use to the goals and policies established in the City's comprehensive plan, the purpose of the zoning designation and the conditional use permit regulation. This review shall determine whether the proposed use should be permitted by weighing the public need or the benefit to be derived from the use, against the impact which it may cause; and not necessarily whether the conditional use complies with all other applicable criteria and standards of the White Salmon Municipal Code.

The only apparent potential impact would be caused by insufficient parking. *(See Fact and Finding below for further information)*

**Fact** WSMC 17.80.055 (5)(g). That the public interest suffers no substantial detrimental effect. Consideration shall be given to the cumulative impact of similar actions in the area.

**Finding** As stated in the paragraph above, the Planning Commission shall review and determine whether the proposed use should be permitted by weighing the public need or the benefit to be derived from the use, against the impact which it may cause; not whether the conditional use complies with all other applicable criteria and standards of the White Salmon Municipal Code.

On-street parking in a commercial district is commonly intended for customers visiting businesses and for a short period of time. While Staff finds that the long-term residential use in itself does not affect surrounding property owners, the proposed parking plan may cause adverse impacts within the commercial district if not managed correctly.

**Fact** WSMC 17.76.050. No nonconforming use of land shall be changed to another nonconforming use. The lawful use of land existing at the time of the adoption of the ordinance codified in this title may be continued after the provisions of subsection B of Section 17.76.040, although such use does not conform to this title for the district in which the land is located; provided, further, that no such nonconforming use shall be enlarged or increased, nor shall any nonconforming use be extended to occupy a greater area of land or building than that occupied by such use at the time of the adoption of said ordinance, unless by such moving it brings the use closer to conformance with this title.

**Finding** The Applicant's proposed residential/commercial mixed-use would move closer to conformance.

### **RADIAL SEARCH CONDUCTED AND NOTIFICATION**

A radial search has been conducted to identify parties located within 300-feet of the property. Letters of project notification and the Public Hearing for consideration of this Conditional Use Permit Application have been sent to each of the parties identified within the radial search as of October 23, 2019. At the writing of this Staff Report, 14 letters of commentary response have been received.

### **AGENCY NOTIFICATION**

Letters of notification of the Public Hearing for this Conditional Use Permit Application have been sent to the various public agencies and public safety departments with a request to provide commentary relative to this Application as of October 23, 2019. At the writing of this Staff Report, one letter of commentary response has been received. Staff reserves the right for the receipt of commentary from public safety agencies until the hour and date of this Public Hearing before the City Planning Commission.

## **STAFF DETERMINATION**

The purpose of the conditional use permit process is to provide flexibility in the City's land-use regulations in order to accommodate uses which may be appropriate in an established zone under certain circumstances, but inappropriate in the same zone under other circumstances. This review intends to provide information to the Planning Commission to assist them in determining whether the proposed use should be permitted by weighing the public need or benefit to be derived from the use, against the impact which it may cause.

While Staff believes there is a need for additional affordable multi-family living dwelling units within the community; the question is, would approval of the conditional use permit add merit and value to the community without cumulative impacts that would be considered substantially detrimental to other commercial business within that area.

Staff has determined that approval of the Conditional Use Permit could be substantially detrimental to other businesses within the area without a comprehensive parking management plan. Therefore, staff would recommend approval with the following conditions.

## **CONDITIONS OF APPROVAL**

1. The Applicant shall provide a comprehensive parking management plan and traffic study that is acceptable to the **Planning Commission** as to how it will resolve and manage the parking concerns. The document must address:
  - a. Potential parking impacts caused by the residential use to surrounding commercial businesses.
  - b. How is the Applicant going to identify, manage, and ensure residents are not parking additional vehicles on the streets (*vehicles other than compact cars, short-term renters, and guest parking*).
2. In the future, the city may impose additional conditions on a particular use if it is deemed necessary for the protection of the surrounding properties, the neighborhood, or the general welfare of the public. The conditions may:
  - a. Increase requirements in the standards, conditions criteria or policies established by this chapter;
  - b. Stipulate an exact location as a means of minimizing hazards to life, limb, property damage, erosion, landslides or traffic;
  - c. Require structural features or equipment essential to serve the same purposes as set forth in subsection b. of this section;
  - d. Impose conditions similar to those set forth in subsections b. and c. of this section, as deemed necessary to establish parity with uses permitted in the same zone with respect to avoiding nuisance generating features in matters of noise, odors, air pollution, wastes, vibration, traffic, physical hazards and similar matters;

- e. Require reporting by the applicant or operator on a regular basis sufficient to demonstrate continued compliance with all conditions of approval.

*(NOTE: If accepted by the administration, the comprehensive parking management plan and study will be considered part of this conditional use as well as any and all potential changes as stipulated that may be added over time pursuant to Part 2 of Conditions of Approval found in this conditional use report.)*

### **PLANNING COMMISSION DETERMINATION**

The Planning Commission motioned to adopted Staff's facts and finding, and conditions of approval (with one word change: to replace administrative to planning commission, showed in bold). Motion Passed 3-0.

#### **Staff Report**

City Planning Department  
Patrick R. Munyan Jr., City Administrator  
Erika Castro Guzman, Associate Planner

#### **Planning Commission Members**

David Lindley, Chair  
Tom Stevenson  
Ross Henry

#### **Attachments**

Application and its submitted documents  
Agency and adjacent property owner letters of commentary

#### **Additional Admissions**

Applicant's admission during the public hearing titled, Conditional Use Application.

**Item Attachment Documents:**

3. Slug's End Residential Subdivision



**STAFF REPORT**

January 8, 2020

City of White Salmon  
Planning Commission

Slug’s End  
Long Plat/Subdivision  
WS-SUB-2019-002

Applicant: Doug Holzman and Rick Bretz  
Representative: Dustin Conroy, Pioneer Surveying & Engineering

**PROPOSAL**

The applicant is requesting preliminary approval to divide 3.02-acres into a 7-lot subdivision. Future development would contain seven detached single-family residences on the seven lots. The subdivision would also contain appurtenant utilities, a public road (Sophie Lane) accessed from NW Michigan Avenue, and area for dedicated Native Growth Protection Easements. The subject parcel is split-zoned with a majority of the overall site zoned Single Family Residential (R-1) and a portion of the site bordering future Michigan Avenue right-of-way zoned as Two-Family Residential (R-2). Five out of the seven lots (1, 2, 5, 6, and 7) have both R-1 and R-2 zoning. There are no existing structures on the project site.

Subdivision applications are subject to a Type III review with a public hearing. Pursuant to Washington Administrative Code (WAC) 365-196-845, the City will conduct a consolidated review of the State Environmental Policy Act (SEPA) checklist (WS-SEPA-2019-002) and the subdivision application (WS-SUB-2019-002). The applicant has not filed critical area reports for impacts to protected Oregon white oak trees, heritage trees, or geologic hazard areas and buffers on the site and is conditioned to provide these reports and obtain all necessary critical areas permits prior to disturbance within these critical areas.

**LOCATION**

White Salmon Parcel Number 03102414001400, described as SE ¼ of the NE ¼ of Section 24, Township 3N, Range 10E, WM, Klickitat County.

**SURROUNDING USES AND ZONING**

- North* – Two parcels, undeveloped (03102414001200) and single-family residential (03102414000900), City of White Salmon, zoned R-1 (undeveloped) and R-2 (single-family home).
- South* – Two parcels (03102478000200 and 03102477000300), both undeveloped, City of White Salmon, both zoned R-2.
- East* – Right-of-way (future extension area of Michigan Avenue), undeveloped, City of White Salmon.
- West* – One parcel, undeveloped, City of White Salmon, zoned R-1.

## **STATE ENVIRONMENTAL POLICY ACT COMPLIANCE**

A completed and signed SEPA checklist was submitted to the City with the preliminary plat submittal. The City issued a mitigated determination of nonsignificance (MDNS) on December 27, 2019. Per White Salmon Municipal Code (WSMC) 18.20.090, mitigation measures incorporated in the MDNS shall be deemed conditions of approval of the permit decision and may be enforced in the same manner as any term or condition of the permit, or enforced in any manner specifically prescribed by the City.

## **CRITICAL AREAS**

The site contains two types of critical areas: fish and wildlife habitat conservation areas and geologically hazardous areas. Oregon white oak trees of 14 inches or greater and other trees of any species of 18 inches or greater are considered heritage trees protected by WSMC 18.10.317. Based on the preliminary plat, there are approximately 25 trees that meet the requirements to be considered heritage trees on or in close proximity to the site and disturbance limits and are considered critical areas (see the preliminary plat, Exhibit C). All heritage trees are required to be protected or, if impacts to the trees or their driplines is unavoidable, impacts must be minimized. A tree protection area of ten times the trunk diameter of the tree or the tree canopy is required (WSMC 18.10.317.A) and a fifteen foot building setback from this protection area is also required (WSMC 18.10.212). In addition, the City's critical areas ordinance (WSMC 18.10.311) designates Oregon white oak woodlands as priority habitat as mapped by the Washington Department of Fish and Wildlife (WDFW).

Per the submitted preliminary plat, at least five oak/heritage tree protection areas will be impacted from the development of Sophie Lane and other disturbance areas. In addition, the proposed building sites on Lots 1-6 are within the fifteen foot building setback from the protection areas, required under WSMC 18.10.212. The required fifteen foot building setbacks from the protection areas have not been delineated on the preliminary plat. A critical areas report addressing these encroachments were not included in the preliminary plat application package.

The site is encumbered by steep slopes exceeding 40 percent. WSMC 18.10.412 prohibits development on slopes 40 percent or greater. Slopes 40 percent or greater are primarily located on the western portion of the property and within the disturbance limits of Lot 1 (see Exhibit D). There are 40 percent or greater slopes adjacent to the proposed road that have less than a 10-foot vertical change; therefore, not meeting the City's definition of steep slopes (WSMC 18.10.800). The slopes on Lots 1 connect to the larger sloped area on the west side of the site, have more than a 10-foot vertical change, and are considered steep slopes. The applicant is proposing to place the steep slope area outside of Lot 1 into a conservation easement. A geotechnical report addressing slopes on site was not included in the preliminary plat application. Prior to development within steep slope areas, the applicant is conditioned to revise the disturbance limits on Lot 1 to exclude all steep slopes or obtain a necessary critical areas permit.

## **PROJECT HISTORY**

The original application was submitted to the City on March 29, 2019. A determination of incompleteness was submitted to the applicant on April 25, 2019. On June 6, 2019, the City received some of the requested information from the original determination of incompleteness, but the application package was still incomplete. As such, a second letter of incompleteness was submitted to the applicant on June 20,

2019. Updated information from the applicant was submitted on June 26, 2019 and the application was deemed complete on July 8, 2019. The application was placed on hold on August 8, 2019, requesting the applicant submit required information to process critical areas permits for impacts to heritage and oak trees and steep slopes for Lot 1. The City received updated information from the applicant on October 16, 2019 and the City sent a letter to the applicant that same day with a determination that the application was ready to continue processing.

## **NOTICE OF APPLICATION**

Joint notice of application for the SEPA review (WS-SEPA-2019-002) and the subdivision (WS-SUB-2019-002) was provided in compliance with the provisions of WSMC 19.10.150 for a Type III application. Notice was provided on July 17, 2019 in the White Salmon Enterprise, posted on the subject property and at City Hall, and mailed to all properties located within the City of White Salmon and within 300-feet of the subject property. Notice was also provided to the City of Bingen, Klickitat County, applicable State agencies, and tribes.

## **NOTICE OF PUBLIC HEARING**

Notice of public hearing was provided in compliance with the provisions of WSMC 19.10.190 for a Type III application. Notice was provided on December 23, 2019 in the White Salmon Enterprise. Notice was also mailed to all property owners within 300-feet of any portion of the subject property and to any person who submitted written comments on the application.

## **REVIEW CRITERIA AND FINDINGS**

### **White Salmon Comprehensive Plan**

The subject parcel is designated Single Family Residential (R-1) and Two Family Residential (R-2) in the White Salmon Comprehensive Plan. The majority of the site is R-1 with the eastern portion of the site designated R-2. These different comprehensive plan designation boundaries match the split-zoning boundaries on site. According to the comprehensive plan, R-1 zones are designated for single-family detached units with minimum lot sizes of 5,000 square feet. R-2 zones are designated for uses consistent with the R-1 zone, but also allow some denser housing types. Minimum lot sizes for single-family detached units in the R-2 zone are also 5,000 square feet. Consistency with all zoning standards are addressed below in Title 17 Zoning.

### **White Salmon Municipal Code (WSMC)**

#### ***TITLE 16 – LAND DIVISIONS***

#### **WSMC Chapter 16.15 Preliminary Procedures**

***WSMC 16.15.030 Site evaluation for critical areas – Prior to preparation of preliminary plans for a proposed subdivision and prior to site disturbing activities, the applicant shall meet with the administrator to assess whether the proposed development site includes one or more critical areas such as a wetland, waterbody, sensitive habitat area or geological hazard area as identified, classified and***

*protected by city ordinance. The Washington Department of Fish and Wildlife (WDFW) shall be notified of all applications to divide land within the city limits prior to determination of completeness. A joint visit to the site may be necessary. If the administrator determines that a critical area is present or likely to be impacted by a proposed development, the applicant shall first complete a critical areas application, review and report, with appropriate protective measures identified, prior to preparation of preliminary development plans. The intent of this section is to minimize design conflicts, unnecessary costs and misunderstandings that could arise later, so that the applicant will be able to proceed with greater certainty about the physical limitations of a particular site.*

**Finding** – WDFW has been notified of the application; according to the Fish and Wildlife Conservation Areas memo from AKS, dated May 31, 2019, a site visit was conducted by WDFW habitat biologist Amber Johnson to observe the site (Exhibit F). As previously mentioned, critical areas have been identified on site, including geologic hazard areas and fish and wildlife habitat conservation areas. Critical areas on site and compliance with the City’s critical areas ordinance (WSMC 18.10) is detailed in depth in that section of this staff report.

***WSMC 16.15.050 Preliminary plat***

*A. Submittal, Acceptance and Distribution of Copies. Preliminary plats are to be submitted to the administrator. When the administrator determines that the items required by the preliminary plat standards of this article have been presented he shall accept the plat for review by the planning commission and date the receipt of the plat. If these items have not been presented the administrator shall inform the subdivider of the omissions. Thereafter, the subdivider shall have sixty days to submit the additional materials or information in writing or the submission shall be considered withdrawn by the subdivider. Eight copies of the preliminary plat are required. Additional copies may be requested by the administrator. The time periods set forth in RCW 58.17.140(1) shall not commence until the subdivider has fully met all conditions required by this section and [sub]section B below.*

*B. Fees. Upon acceptance of the preliminary plat by the administrator, the subdivider shall pay an application fee and any applicable outside consultant review fees to the city in the amount as established and adjusted from time to time by city council resolution. Fees are not refundable.*

*C. Hearing. A public hearing shall be scheduled before the planning commission when the preliminary plat, accompanying application materials and payment of fees to the clerk-treasurer, the administrator has deemed the application complete per Chapter 19 procedures for a Type III process for subdivisions and a Type II process for short plats.*

*D. Distribution of Copies. The administrator shall promptly forward copies of the preliminary plat to the public works director, public utility district, district health officer and other relevant agencies.*

**Finding** – The preliminary plat application was deemed complete on July 8, 2019. All fees have been paid for review of the plat. Applicable fees for critical areas ordinance review for the geologic hazards and oak/heritage trees on site will be required prior to engineering approval and ground disturbance (see critical areas section of this staff report). A public hearing before the planning commission is scheduled for January 8, 2020. Copies of the preliminary plat were forwarded to all relevant agencies on December 24, 2019.

**WSMC Chapter 16.20 Planning Commission Hearing and Report to Council**

**WSMC 16.20.010 Scope and continuance** – At the public hearing the planning commission shall consider all relevant evidence to determine whether to recommend that the preliminary plat be approved or disapproved by the council. Any hearing may be continued at the discretion of the commission, within the time limits allowed by law.

**WSMC 16.20.020 Recommendations by agencies** –The administrator, public works director, the district health officer, the public utility district and any other appropriate official shall certify to the planning commission their respective recommendations as to the specific adequacy of the proposed road system, sewage disposal and water supply systems, utility systems and fire protection facilities within the subdivision. Additionally, they may make recommendations affecting public health, safety and general welfare in regards to the proposed subdivision. The recommendations of the administrator, the public works director, the district health officer and the public utility district shall be attached to the commission's report for transmittal to the council.

**Finding** – The Planning Commission will review the application and related materials on January 8, 2020, and prepare a recommendation for City Council.

**WSMC 16.20.030 Planning commission considerations and recommendation**

*A. Facility and Improvement Considerations. The planning commission shall determine whether the proposal includes appropriate provisions for drainage, roads, alleys and other public ways, water supplies, sanitary wastes, parks, playgrounds, fire protection facilities, school sites and grounds and other public and private facilities and improvements.*

*B. Hearing Records. The administrator is responsible for keeping records of the planning commission hearings on preliminary plats. These records shall be open to public inspections.*

*C. Report to Council. In accordance with Chapter 19 Administrative Procedures, the commission shall submit its written report and recommendations to the White Salmon City Council. The commission may recommend that the proposed plat be approved, conditionally approved or disapproved. Any conditions of approval shall be specified in the commission's report and shall include recommended protective improvements. It shall be the responsibility of the administrator to convey this report to the council.*

**Finding** – The Planning Commission will review the application and related materials on January 8, 2020, and prepare a written report and recommendations for City Council.

**WSMC 16.20.040 Resubmittal allowed** –A preliminary plat disapproved by the planning commission may be revised and resubmitted to the administrator. If the number of lots has increased, an additional fee shall be required.

**Finding** – If the Planning Commission does not approve the preliminary plat, the applicant shall have the option of revising and resubmitting the preliminary plat to the City Administrator, in accordance with the WSMC.

**WSMC Chapter 16.25 Council Hearing, Considerations and Decision**

**WSMC 16.25.010 Date** – Upon receipt of the planning commission's preliminary plat recommendation the council shall, at its next public meeting, set the date for the public meeting at which the council shall consider the planning commission recommendation.

**WSMC 16.25.020 Council action on commission recommendation** – At the meeting scheduled for considering the preliminary plat the council shall, after reviewing the recommendations of the planning commission, the administrator, the public works director, the district health officer, the public utility district and any other relevant evidence presented to it, either concur in or reject the planning commission's recommendation.

**WSMC 16.25.030 Rejected preliminary plat—Public hearing** – If the council does not summarily approve the planning commission recommendation on any preliminary plat, it shall set a date for a public hearing at which all interested persons may appear before the council and be heard on the proposal to approve, conditionally approve or disapprove the preliminary plat or a revised version thereof. At the conclusion of such public hearing or any continued hearing the council may approve, conditionally approve, or disapprove the preliminary plat or a revised version thereof.

**WSMC 16.25.040 Preliminary plat hearing recording procedures** – The council's proceedings concerning preliminary plats shall be recorded by the city clerk and shall be open to public inspection. A copy of the proceedings shall be forwarded to the administrator for his files.

**Finding** – Following the Planning Commission's submittal of a recommendation to City Council, the City Council shall act in accordance with the above provisions.

### **WSMC Chapter 16.30 Preliminary Plat Approval**

**WSMC 16.30.010 Effect of Approval** – Preliminary plat approval by the council shall constitute authorization for the subdivider to develop the subdivision's facilities and improvements in strict accordance with standards established by this article and any conditions imposed by the city. Preliminary plat approval DOES NOT permit land to be further subdivided, sold, leased, transferred, or offered for sale, lease or transfer.

**WSMC 16.30.020 Expiration of approval—Forfeiture of fees** – Preliminary plat approval shall be effective for five years from date of approval by the city, or such longer period as required by state law. If, during this period, a final plat is not filed with the administrator, the preliminary plat shall be null and void. Fees paid to the city clerk shall be forfeited

**Finding** – As a **Condition of Approval**, the applicant shall submit to the City a final plat application within five years of the preliminary plat approval (January 8, 2020). If at such time a final plat application has not been submitted to the City, the preliminary plat shall be null and void and all fees paid will be forfeited.

### **WSMC Chapter 16.45 Design Standards**

**WSMC 16.45.010 General standards** – All roads, bridges, drains, culverts, sidewalks, curbs, storm sewers, fire protection systems, and related structures or devices shall be constructed in accordance with

*standards currently in effect at the time of construction. These standards shall be those contained in this article or those promulgated by the council or may be other than a city standard if accepted by the city engineer.*

**Finding** – All aforementioned infrastructure and systems will be reviewed for conformance with City standards during engineering review and require City approval prior to construction of any of these facilities.

**WSMC 16.45.020 Protective improvements** – *Land on which exist any topographic conditions hazardous to the safety or general welfare of persons or property in or near a proposed subdivision shall not be subdivided. Such land may be subdivided only if the construction of protective improvements will eliminate the hazards or if the land subject to the hazard is reserved for uses that will not expose persons or property to the hazards. Such protective improvements and restrictions on use shall be required as conditions of approval and clearly noted on the final plat.*

**Finding** – Geologically hazardous areas are present on the subject property in the form of steep slope landslide hazards. Such land is proposed to be placed in a conservation easement, which is included on the preliminary plat. All critical areas on site, including conditions of approval, are discussed in the critical areas ordinance review section of this staff report.

**WSMC 16.45.030 Access**

*A. Public Roads.*

- 1. All subdivisions shall be served by one or more public roads providing ingress and egress to and from the subdivision at not less than two points, unless approved otherwise by the planning commission.*
- 2. Major roads within every subdivision shall conform with the comprehensive plan and shall provide for the continuation of major roads serving property contiguous to the subdivision.*
- 3. Road intersections shall be as nearly at right angles as is practicable and in no event shall be less than sixty degrees.*
- 4. Cul-de-sacs shall be designed so as to provide a circular turnaround right-of-way (ROW) at the closed end with a minimum radius of forty-five feet.*
- 5. Road networks shall provide ready access for fire and other emergency vehicles and equipment, and routes of escape for inhabitants.*
- 6. The road pattern shall conform to the general circulation of the area and provide for future roads and connections.*
- 7. If topographical features warrant, the public works director may require wider rights-of-way than specified in this chapter.*

**Finding** – The subdivision will be served by an extension of NW Michigan Avenue, which fronts the site to the east. A proposed public street (Sophie Lane) will intersect NW Michigan Avenue at 42 degrees

(inside angle). The public street will cul-de-sac within the subdivision and has a 45 foot radius. Fire and emergency access requirements of the street, as well as proper rights-of-way widths, will be reviewing during engineering review. As the public street is a cul-de-sac surrounded by proposed developable lots, no future road connections would be made.

*B. Lot Access. Every lot shall be provided with satisfactory access by a public road connecting to an existing public road, or by an easement permanent and inseparable from the lot served. Lots adjacent to a road designated an arterial by the public works director shall be provided with access other than the arterial unless a variance is granted to this requirement. The plat of a subdivision containing lots adjacent to a designated arterial shall not be approved unless the plat recites a waiver of the right to direct access to the arterial, or a variance is granted to this requirement.*

**Finding** – Every lot will be accessed from a new public road (Sophie Lane), inseparable from the lots served, that will connect to a public road (NW Michigan Avenue). NW Michigan Avenue is not developed.

*C. Street Right-of-Way Widths. When an area within a subdivision is set aside for commercial uses or where probable future conditions warrant, the planning commission may require street (ROW) dedication of a greater width than required. The street ROW in or along the boundary of a subdivision may be half the required width when it is apparent that the other half will be dedicated from adjacent properties.*

**Finding** – No commercial uses are proposed within the subdivision.

*D. Blocks. Blocks shall be so designed as to assure traffic safety and ease of traffic control and circulation. Blocks shall be wide enough to allow for two tiers of lots unless the topography or other factors make this impractical.*

**Finding** – The Applicant is not proposing the creation of any blocks. Therefore this provision is not applicable.

*E. Reverse Frontage Lots.*

*1. Limitations. No residential lots shall have road frontage along two opposite boundaries unless topographical features or the need to provide separation of the lots from arterials, railways, commercial activities or industrial activities justify the designing of reverse frontage lots.*

*2. Easements On. Reverse frontage lots shall be designed with an easement at least ten feet wide to be dedicated along the lot lines abutting the traffic arterial, or other disadvantageous use, across which there shall be no right of access for the general public or adjoining property owners.*

**Finding** – No reverse frontage lots are proposed. All lots will front Sophie Lane.

#### **WSMC 16.45.045 Lot size and dimensions**

*C. Lots with Public Water and Sewer. Where adequate public water supply and adequate public sewer lines are used, the minimum lot size shall comply with WSMC Title 17 Zoning for each zoning district or use.*



**Finding** – The Applicant is proposing connections to the City’s public water and sewer supplies. The proposed lot sizes are consistent with the minimum lot sizes allowed under the R-1 and R-2 zoning standards established in WSMC 17.24 and 17.28 (see Title 17 section of this staff report).

***WSMC 16.45.100 Water, sewer, utilities and drainage***

*A. Water and Sanitary Sewer Systems. Where a public water supply is the source of water, a potable water connection shall be provided for each lot within a subdivision by the subdivider. Where a public sanitary sewer is installed, a connection shall be provided for each lot within a subdivision by the subdivider. All facilities and devices of water supply and sanitary sewer systems shall meet the standards of the Southwest Washington Health District and any local or state regulations.*

*B. Utility Easement. Easement for electric, telephone, water, gas and similar utilities shall be of sufficient width to assure maintenance and to permit future utility installations.*

*C. Underground Utility Installations. In areas designated by the public utility district, underground utility installation is required.*

*D. Drainage and Storm Sewer Easements. Easements for drainage channels and ways shall be of sufficient width to assure that the same may be maintained and improved. Easements for storm sewers shall be provided and shall be of sufficient width and proper location to permit future installation.*

**Finding** – All proposed lots will connect to public water and sewer systems, which will be reviewed for compliance with standards during engineering review. The systems will be placed under the proposed public street and stub to the individual lots. A 10-foot stormwater easement is proposed along the eastern portion of the site.

**WSMC Chapter 16.50 Tests**

***WSMC 16.50.010 Standards*** – *Tests required by this article shall be in accordance with the standards of the applicable agency performing the tests. Such agency may be the Southwest Washington Health District or a soil and water conservation district.*

***WSMC 16.50.020 Requirements*** – *The administrator and/or the Southwest Washington Health District may require tests whenever there is a question relating to the suitability of any land for subdivision.*

**Finding** – No percolation tests were required for the proposed subdivision.

**WSMC Chapter 16.55 Survey Requirements and Standards**

***WSMC 16.55.010 Certified professional required*** – *The survey of every proposed subdivision and the preparation of preliminary and final plats thereof shall be made by or under the supervision of a registered professional land surveyor who shall certify on the plat that it is a true and correct representation of the lands actually surveyed. All surveys shall conform to standard practices and principles for land surveying.*

**Finding** – The preliminary plat documents were compiled by a professional surveyor licensed in the State of Washington.

**WSMC 16.55.040 Monumentation** – *A. Location. Permanent control monuments shall be established at: 1. All controlling corners on the boundaries of the subdivision; 2. The intersections of centerlines of roads within the subdivision; a. Permanent control monuments within the streets shall be set after the roads are graded. b. In the event that a final plat is approved before roads are graded, the surety deposited to secure grading shall be sufficient to pay the costs estimated by the public works director covering such monuments. 3. The beginning and ends of curves on centerlines; 4. All block corners; 5. All meander corners. B. Notation and Construction. The position and type of every control monument shall be noted on all plats of the subdivision. Permanent control monuments shall be set in two-inch pipe, twenty-four inches long, filled with concrete or shall be constructed on an approved equivalent.*

**Finding** – As a **Condition of Approval**, the applicant shall comply with all provisions regarding monumentation outlined in WSMC 16.55.040.

### **WSMC Chapter 16.60 Plat Standards and Specifications**

#### **WSMC 16.60.010 Preliminary plat**

*A. Standards. Every preliminary plat shall consist of one or more maps, the horizontal scale of which shall be a minimum of one hundred feet to the inch on standard sheets. Plans, profiles and sections of streets and roads to be dedicated as public highways and sewers shall be prepared at convenient scale on standard sheets.*

*B. Map. Maps, drawings and written data are to be in such form that when considered together shall clearly and fully disclose the information listed as follows:*

- 1. Proposed subdivision name;*
- 2. The names, addresses and telephone numbers of all persons, firms and corporations holding interests in such land;*
- 3. If a field survey has been made, the name, address, telephone number and seal of the registered land surveyor who made it or under whose supervision it was made;*
- 4. The date of such survey;*
- 5. All existing monuments and markers located by such survey;*
- 6. The boundary lines of the proposed subdivision along with the bearings and lengths of these lines;*
- 7. The boundaries of all blocks and lots within the subdivision together with the numbers proposed to be assigned each lot and block and the bearings and lengths of these lines;*
- 8. The location, names and width of all proposed and existing streets, roads and easements within the proposed subdivision and adjacent thereto;*
- 9. The location, and where ascertainable, sizes of all permanent buildings, wells, watercourses, bodies of water, high and low water marks, all overhead and underground utilities, railroad*

*lines, municipal boundaries, section lines, township lines, and other important features existing upon, over or under the land proposed to be subdivided;*

*10. Plans of proposed water distribution systems, sewage disposal systems and drainage systems, indicating locations;*

*11. Contour lines of at least five-foot intervals to show the topography of the land to be subdivided referenced to either the United States Coast and Geodetic Survey datum, county datum or other datum acceptable to the public works director;*

*12. A layout of proposed streets, alleys, utility easements and parcels proposed to be dedicated or reserved for public or community, school, park, playground or other uses, including grades (direction and slope);*

*13. A sketch of the general vicinity in which the land proposed for subdivision lies; upon which are identified owners of land adjacent to the subdivision, the names of any adjacent subdivisions, section corners and section boundaries;*

*14. A copy of all restrictive covenants proposed to be imposed upon land within the subdivision;*

*15. In subdivisions requiring percolation tests, the location of test holes, together with data regarding percolation rates;*

*16. Indication of minimum lot sizes in acreage or square feet, whichever is more appropriate and the total amount of lots and acreage within the subdivision.*

**Finding** – The application package submitted by the applicant includes all of the aforementioned information. This standard is met.

## **TITLE 17 - ZONING**

### **WSMC Chapter 17.16 Use Districts and Boundaries**

***17.16.030 - Boundaries dividing property in single ownership.*** – *Where a district boundary line, as shown on the zoning map, divides a lot or other unit of property in a single ownership on August 19, 1992, the time of passage of the ordinance codified in this title, the use permitted on the least restrictive portion of the lot may extend to the portion lying in the more restrictive district, a distance of not more than fifty feet beyond the district boundary line.*

**Finding** – Zoning boundaries divide the site with the majority of the site zoned as R-1 and a portion zoned R-2, which will abut the future NW Michigan Ave street extension that will serve the site. Five of the seven lots have portions of both zones. However, both zones allow for the future proposed detached single-family homes. Conformance with both zones is included below.

### **17.24 - R1 Single-Family Residential Development**

**17.24.010 - Principal uses permitted outright.** - *Principal uses permitted outright in the R1 district include: A. One single-family detached dwelling structure per lot, including manufactured homes, but excluding mobile homes;*

**Finding** – Each future lot is intended to be utilized for a single-family detached dwelling unit; this standard is met.

**17.24.020 - Accessory uses.** – *Accessory uses permitted in the R1 district include: A. Uses customarily incidental to a principal use permitted outright, such as private garages, or parking areas for commercial vehicles, but not including any vehicles of over twelve thousand pounds gross weight; B. Home occupations; see Section 17.08.230; C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings; D. Accessory dwelling units; subject to conditional use review and Chapter 17.64; operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R1 zone without special permission from the city to do so. E. Other accessory uses may be authorized by the board of adjustment in this district are those customarily incidental to permitted and conditional uses allowed.*

**Finding** – None of the listed accessory uses have been identified in this subdivision application. Future building permit applications upon the lots may include accessory uses and will be reviewed at such time.

**17.24.025 - Prohibited uses.** – *A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles. B. Use of mobile homes, trailers, motor homes or campers. C. Parking or storage of industrial or agriculture vehicles and equipment on lots. D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants. E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard. F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels. G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, fowl, and poisonous insects, reptiles kept unless approved by the city.*

**Finding** – None of the listed uses have been identified in this subdivision application.

As a **Condition of Approval**, none of the outlined uses in WSMC 17.24.023 shall be allowed on any of the subdivided lots in the R-1 zone.

**17.24.035 - Property development standards.** – *A. Dwelling standards: 1. A single-family residential dwelling shall have a minimum floor area of six hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment. 2. All single-family dwellings shall be placed on permanent foundations. 3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story. 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130. 5. Maximum building height shall not exceed twenty-eight feet in single-family residential zones. 6. No business signs shall be erected or displayed on residential lots or adjacent street*

*right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code. 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.*

**Finding** – None of the listed information has been identified in this subdivision application.

As a **Condition of Approval**, all individual dwelling units in the R-1 zone shall conform to the property development standards outlined in WSMC 17.24.035.A prior to approval of a building permits.

*B. Accessory use, accessory buildings and garages. 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building. 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU. 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.*

**Finding** – None of the listed information has been identified in this subdivision application.

As a **Condition of Approval**, all accessory buildings and garages to the main dwelling unit in the R-1 zone shall conform to the standards outlined in WSMC 17.24.035.B prior to approval of building permits.

*C. Fences. 1. Fence heights shall not exceed six feet along rear or side lot lines. 2. Fence heights shall not exceed five feet along front lot lines. 3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090. 4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.*

**Finding** – No fences have been identified in this subdivision application.

As a **Condition of Approval**, all future fences on individual lots in the R-1 zone shall conform to the standards outlined in WSMC 17.24.035.C.

*17.24.040 - Density provisions. – Density provisions for the R1 district are as follows: A. Maximum number of primary dwelling structures per lot: one; B. Maximum height of building: two stories, but not to exceed twenty-eight feet; C. Minimum area of lot: five thousand square feet for each single-family structure; D. Minimum depth of lot: eighty feet; E. Minimum width of lot: fifty feet; F. Maximum percentage of lot coverage: fifty percent; G. Minimum front yard depth: twenty feet; H. Minimum side yard width: five feet; I. Minimum side yard width along flanking street of corner lot: fifteen feet; J. Minimum rear yard required: fifteen feet. NOTE: accessory structures allowed within rear yards subject to five-foot setback from rear lot lines subject to development standards in this zone.*

**Finding** – Conformance with some of the listed standards can be addressed in this subdivision review while others will be reviewed during building permit approval. The applicant is proposing one dwelling

structure per lot. All of the proposed lot areas are greater than 5,000 square feet and every lot meets the required minimum and depth and width standards.

As a **Condition of Approval**, every subsequent dwelling unit in the R-1 zone shall meet the setback standards outlined in WSMC 17.24.040.F.-I., have a maximum lot coverage of 50 percent, and shall not exceed twenty-eight (28) feet in height with all standards verified prior to issuance of building permits.

*17.24.050 - Off-street parking space. – In the R1 district, at least two permanently maintained off-street parking spaces or a private garage shall be on the same lot as the dwelling, or be attached thereto or made a part of the main building. Each parking space shall be not less than ten feet wide and twenty feet long. The size of the garage shall not exceed the size of the dwelling.*

**Finding** – No parking spaces or garages have been identified in this subdivision application.

As a **Condition of Approval**, every R-1 zoned lot shall conform to the off-street parking requirements outlined in WSMC 17.24.050 prior to issuance of building permits.

*17.24.060 - Utility requirements. – In the R1 district, all new structures shall be serviced by underground utilities.*

**Finding** – Underground utilities are proposed to be stubbed to every lot and future structure.

As a **condition of approval**, the applicant shall submit engineering plans for all improvements including grading and utilities meeting applicable City standards.

### **Chapter 17.28 - R2 Two-Family Residential District**

*17.28.010 - Principal uses permitted outright. – Principal uses permitted outright in the R2 district include: A. Principal uses permitted outright in residential district R1.*

**Finding** – The R-2 zone encompasses portions of proposed lots 1, 2, 5, 6, and 7, which will house future single-family homes. Single-family detached dwelling units are permitted outright in the R-2 zone. This standard is met.

*17.28.020 - Accessory uses. – Accessory uses in the R2 district include: A. Uses customarily incidental to private uses permitted outright, such as private garages or parking areas for non-commercial vehicles only, but not including any business, trade or industry; B. Home occupations; see Section 17.08.230; C. Nonflashing residential nameplates not exceeding two square feet, bearing only the name and address of the occupant; nonflashing bulletin boards or signs not exceeding sixteen square feet for quasi-public institutional buildings; D. Accessory dwelling units; subject to conditional use review and Chapter 17.64; E. Outdoor parking of fully licensed and operable motor vehicles equal to the number of licensed drivers plus two per household, provided that no boat or RV with an overall length of more than thirty feet shall be stored or parked in the R2 zone without special permission from the city to do so; F. Other accessory uses may be authorized by city council; those customarily incidental to permitted and conditional uses allowed.*

**Finding** – None of the listed accessory uses have been identified in this subdivision application. Future building permit applications upon the lots may include accessory uses and will be reviewed at such time.

*17.28.025 - Principal uses permitted subject to site plan review. – A. One two-family attached dwelling structure (duplex) per lot; B. Townhouse buildings containing not more than two townhouses. Residential developments of duplex or townhouse units are subject to site plan review pursuant to Chapter 17.81, Site and Building Plan Review of this title, in addition to general development guidelines listed in [Chapter 17.81.]*

**Finding** – The intention of the future lots is to build one single-family detached unit per lot.

As a **Condition of Approval**, if future owners of the lots that are zoned R-2 propose to build a duplex or a townhouse building containing no more than two townhouses, development shall be subject to WSMC Chapter 17.81 Site and Building Plan Review.

*17.28.032 - Prohibited uses. – A. Outside storage of wrecked, dismantled or partially dismantled, inoperable, or unlicensed (vehicle licensing plates and current tabs) and uninsured vehicles. B. Use of mobile homes, trailers, motor homes or campers. C. Parking or storage of industrial or agriculture vehicles and equipment on lots. D. Outside collections of automobile, truck or other motor vehicle parts or paints, fuels, and lubricants. E. Outside accumulations of garbage, trash, household goods, yard trimmings, or other materials which create a public nuisance or fire hazard. F. On premise storage of flammable, toxic, corrosive, or explosive chemicals, gases, or materials other than reasonable amounts of normal household paints, cleaners, solvents, fuels. G. Possession of non-household animals including, but not limited to, horses, cows, sheep, goats, ponies, swine, fowl, and poisonous insects, reptiles kept without city approval.*

**Finding** – None of the listed uses have been identified in this subdivision application.

As a **Condition of Approval**, none of the outlined uses in WSMC 17.28.032 shall be allowed on any of the subdivided lots in the R-2 zone.

*17.28.034 - Property development standards. – A. Dwelling standards: 1. A single-family residential dwelling shall have a minimum floor area of six hundred square feet excluding porches, carports, garages, and basement or other rooms used exclusively for the storage or housing of mechanical or central heating equipment. 2. All single-family dwellings shall be placed on permanent foundations. 3. All dwellings shall be not less than twenty feet in width at the narrowest point of its first story. 4. All manufactured homes must be new on the date of installation and comply with applicable siting standards in Section 17.68.130. 5. Maximum building height shall not exceed twenty-eight feet in residential zones. 6. No business signs shall be erected or displayed on residential lots or adjacent street right-of-way buffer strips, except as provided in Sign Ordinance, Chapter 15.12 of this code. 7. No contour or existing topography shall be substantially altered by fill, excavation, channeling or other device that would cause flooding, inundation, siltation, or erosion by storm water on adjoining lots, open spaces, or rights-of-way.*

**Finding** – None of the listed information has been identified in this subdivision application.

As a **Condition of Approval**, all individual dwelling units in the R-2 zone shall conform to the property development standards outlined in WSMC 17.28.034.A prior to issuance of building permits.

*B. Accessory use, accessory buildings and garages. 1. Any plumbing and/or sewer facilities in any accessory building or garage shall be subject to International Building Code requirements and limited to the exclusive private use of the residents of the principal building. 2. Sewer stub-out facilities shall not be provided in or adjacent to any garage or accessory building for use within that building unless the building contains an approved ADU. 3. Garages and all accessory buildings used as studios, workshops or for home occupations shall conform to International Building Code requirements and to the setback requirements for principal buildings except that such structures may be located up to five feet from the rear lot line if the rear lot line abuts a dedicated alleyway of at least fifteen feet in width.*

**Finding** – None of the listed information has been identified in this subdivision application.

As a **Condition of Approval**, all accessory buildings and garages to the main dwelling unit in the R-2 zone shall conform to the standards outlined in WSMC 17.28.034.B prior to issuance of building permits.

*C. Fences. 1. Fence heights shall not exceed six feet along rear or side lot lines. 2. Fence heights shall not exceed five feet along front lot lines. 3. On corner lots the fence height along the side yard adjacent to the street shall not exceed four feet for the first twenty-five feet from the lot corner to ensure adequate view clearance per Section 17.68.090. 4. Fences shall not be constructed or kept in any manner which could constitute a safety hazard to the person or property of adjoining landowners or to the general public.*

**Finding** – No fences have been identified in this subdivision application.

As a **Condition of Approval**, all future fences on individual lots zoned R-2 shall conform to the standards outlined in WSMC 17.28.034.C.

*17.28.040 - Density provisions. Density provisions for the R2 district are as follows: A. Maximum number of primary dwelling structures permitted per lot: one; B. Minimum area of lot: five thousand square feet per single-family structure, six thousand [square] feet per two-family structure, three thousand square feet per townhouse; C. Minimum depth of lot: eighty feet; D. Minimum width of lot: fifty feet; twenty-five feet for townhouses; E. Maximum percentage of lot coverage: fifty percent; F. Minimum front yard depth: twenty feet; G. Minimum side yard width: five feet; zero for townhouse common wall; H. Minimum side yard width along flanking street of corner lot: fifteen feet; I. Minimum rear yard required: fifteen feet.*

**Finding** – Conformance with some of the listed standards can be addressed in this subdivision review while others will be reviewed during building permit approval. The applicant is proposing one dwelling structure per lot. All of the proposed lot areas are greater than 5,000 square feet and every lot meets the required minimum and depth and width standards.

As a **Condition of Approval**, every subsequent dwelling unit in the R-2 zone shall meet the setback standards outlined in WSMC 17.28.040.F.-I. and have a maximum lot coverage of 50 percent prior to issuance of building permits.

*17.28.050 - Off-street parking space. In the R2 district, at least two permanently maintained off-street parking spaces or a private garage for two cars for each dwelling unit shall be on the same lot as the two-family dwelling, or be attached thereto or made a part of the main building. Each parking space shall*



*not be less than ten feet wide and twenty feet long. The size of the garage is not to exceed the size of the dwelling.*

**Finding** – No parking spaces or garages have been identified in this subdivision application.

As a **Condition of Approval**, every R-2 zoned lot shall conform to the off-street parking requirements outlined in WSMC 17.28.050 prior to issuance of building permits.

**17.28.060 - Utility requirements.** *In the R2 district, all new structures shall be serviced by underground utilities.*

**Finding** – Underground utilities are proposed to be stubbed to every lot and future structure. The applicant has been conditioned to submit engineering plans for all utilities meeting applicable City standards.

## **TITLE 18 – ENVIRONMENT**

### **WSMC 18.10.113 – Designation of critical areas.**

*A. The city has designated critical areas by defining their characteristics. The applicant shall determine and the city shall verify, on a case-by-case basis, in accordance with the definitions in this Section 18.10.1[13], whether a critical area exists and is regulated under this chapter, on or in close proximity to, the subject property that would require a setback or buffer required under this chapter.*

*B. The following resources will assist in determining the likelihood that a critical area exists. These resources may not identify all critical areas and should only be used as a guide. Actual field observations shall supersede information in these resources.*

**Finding** – There are two types of critical areas that have been identified on site, regulated under the White Salmon Municipal Code (WSMC): Fish and Wildlife Habitat Conservation Areas and Geologically Hazardous Areas. Oregon white oak trees of 14 inches or greater and other trees of any species of 18 inches or greater are considered heritage trees protected by WSMC 18.10.317. Based on the preliminary plat, there are approximately 25 trees that meet the requirements to be considered heritage trees on or in close proximity to the site and disturbance limits and are considered critical areas. All heritage trees are required to be protected or, if impacts to the trees or their driplines is unavoidable, impacts must be minimized. A tree protection area of ten times the trunk diameter of the tree or the tree canopy is required (WSMC 18.10.317.A) and a fifteen foot building setback from this protection area is also required (WSMC 18.10.212). In addition, the City's critical areas ordinance (WSMC 18.10.311) designates Oregon white oak woodlands as priority habitat as mapped by the Washington Department of Fish and Wildlife (WDFW).

Per the submitted preliminary plat, at least five oak/heritage tree protection areas will be impacted from the development of Sophie Lane and other disturbance areas. In addition, the proposed building sites on Lots 1-6 are within the fifteen foot building setback from the protection areas, required under WSMC 18.10.212. The setback areas has not been included in the submitted preliminary plat. A critical areas report addressing these encroachments were not included in the preliminary plat application package.

The site is encumbered by steep slopes exceeding 40 percent. WSMC 18.10.412 prohibits development on slopes 40 percent or greater. Slopes 40 percent or greater are primarily located on the western portion of the property and are also within the disturbance limits of Lot 1. There are 40 percent or greater slopes adjacent to the proposed road that have less than a 10-foot vertical change, not meeting the City's definition of steep slopes (WSMC 18.10.800). The slopes on Lots 1 connect to the larger sloped area on the west side of the site, have more than a 10-foot vertical change, and are considered steep slopes. The applicant is proposing to place the steep slope area into a conservation easement.

As a **Condition of Approval**, prior to ground disturbance or issuance of engineering plans for the site within oak/heritage tree and geologic hazard critical areas, the applicant shall apply for and receive approval of a critical areas permit from the City. If the critical areas permit requires different lot dimensions and patterns, this preliminary plat approval shall be invalid and the applicant shall apply for preliminary plat approval in compliance with critical areas requirements in WSMC 18.10 showing how all impacted critical areas will be mitigated.

**WSMC 18.10.114 – Applicability.**

*B. The city of White Salmon shall not approve any development proposal or otherwise issue any authorization to alter the condition of any land, water, or vegetation, or to construct or alter any structure or improvement in, over, or on a critical area or associated buffer, without first assuring compliance with the requirements of this chapter.*

*C. Development proposals include proposed activities that require any of the following, or any subsequently adopted permits or required approvals not expressly exempted from these regulations [...]*

**Finding** – This section of the staff report reviews the proposed subdivision application as it pertains to critical areas and it's consistency with the purpose and requirements of Chapter WSMC 18.10, Critical Areas Ordinance. This critical areas review is associated with the proposed Slug's End subdivision application (WS-SUB-2019-02).

**WSMC 18.10.116 – Submittal requirements.**

*In addition to the information required for a development permit, any development activity subject to the provisions of this chapter may be required to submit a critical areas report as described under Section 18.10.200 General Provisions. These additional requirements shall not apply for an action exempted in Section 18.10.125.*

**Finding** – Critical areas reports for geologic hazards and fish and wildlife habitat conservation areas were not submitted in the application package. The applicant is being conditioned later in this staff report to include all required material for developing within critical areas.

**WSMC 18.10.117 – Bonds of performance security.**

*A. Prior to issuance of any permit or approval which authorizes site disturbance under the provisions of this chapter, the city shall require performance security to assure that all work or actions required by this chapter are satisfactorily completed in accordance with the approved plans, specifications, permit or approval conditions, and applicable regulations and to assure that all work or actions not satisfactorily completed will be corrected to comply with approved plans, specifications, requirements, and regulations*

*to eliminate hazardous conditions, to restore environmental damage or degradation, and to protect the health safety and general welfare of the public.*

*B. The city shall require the applicant to post a performance bond or other security in a form and amount acceptable to the city for completion of any work required to comply with this code at the time of construction. If the development proposal is subject to mitigation, the applicant shall post a performance bond or other security in a form and amount deemed acceptable by the city to cover long term monitoring, maintenance, and performance for mitigation projects to ensure mitigation is fully functional for the duration of the monitoring period.*

*C. The performance bond or security shall be in the amount of one hundred twenty-five percent of the estimated cost of restoring the functions and values of the critical area at risk.*

*D. The bond shall be in the form of irrevocable letter of credit guaranteed by an acceptable financial institution, with terms and conditions acceptable to the city or an alternate instrument or technique found acceptable by the city attorney.*

*E. Bonds or other security authorized for mitigation by this section shall remain in effect until the city determines, in writing, that the standards bonded have been met. Bonds or other security for required mitigation projects shall be held by the city for a minimum of five years to ensure that the mitigation project has been fully implemented and demonstrated to function. The bond may be held for longer periods upon written finding by the city that it is still necessary to hold the bond to ensure the mitigation project has meet all elements of the approved mitigation plan.*

*F. Depletion, failure, or collection of bond funds shall not discharge the obligation of an applicant or violator to complete required mitigation, maintenance, monitoring, or restoration.*

*G. Any failure to satisfy critical area requirements established by law or condition including, but not limited to, the failure to provide a monitoring report within thirty days after it is due or comply with other provisions of an approved mitigation plan shall constitute a default, and the city may demand payment of any financial guarantees or require other action authorized by the law or condition.*

*H. Any funds recovered pursuant to this section shall be used to complete the required mitigation.*

**Finding** – No mitigation has been proposed for the development within the oak/heritage tree protection areas or the proposed site development within the 40% slope on Lot 1. The applicant will be required later in this staff report to mitigate for these encroachments.

As a **Condition of Approval**, prior to site disturbance, the applicant shall post a performance bond or other security measure to the City for completion of any mitigation work required to comply with this code and any conditions of this report at the time of construction. The bond or security shall be in the amount of 125 percent of the estimated cost of implementing the required mitigation. The bond shall be in the form of an irrevocable letter of credit.

**WSMC 18.10.118 – Native growth protection easement/critical area tract.**

*A. As part of the implementation of approved development applications and alterations, critical areas and their buffers that remain undeveloped pursuant to this chapter, in accordance with the Section 18.10.200*

*General Provisions shall be designated as native growth protection easements (NGPE). Any critical area and its associated buffer created as compensation for approved alterations shall also be designated as an NGPE.*

*B. When the subject development is a formal subdivision, short subdivision (short plat), binding site plan, site plan/design review, master site plan, or planned unit development (PUD), critical areas and their buffers shall be placed in a critical areas tract in addition to being designated as a NGPE, as described in the Section 18.10.200, General Provisions, of these regulations.*

*C. The requirement that a critical area tract be created may be waived by the city if it is determined that all or the critical majority of a NGPE will be contained in a single ownership without creation of a separate tract.*

**Finding** – The applicant is proposing to place the 40% slope critical area on Lots 1-4 in a conservation easement. WSMC 18.10.118.B. states that when the subject development is a subdivision, critical areas would need to also be placed in a critical areas tract. However, per 18.10.215.A., the responsibility for maintaining tracts shall be held by a homeowners association (HOA). Staff finds that it would be unreasonable for four future property owners to create an HOA to maintain a critical areas tract; therefore, staff finds that an NGPE will sufficiently protect the 40% slope critical area in this case. In addition, heritage trees/Oregon oak trees and their protection areas, not with the conservation easement area of Lots 1-4, will be required to be placed in NGPEs. NGPEs, including required conditions of approval, are addressed further in that section of this report (WSMC 18.10.214).

***WSMC 18.10.119 - Notice on title.***

*A. To inform subsequent purchasers of real property of the existence of critical areas the owner of any real property containing a critical area or buffer on which a development proposal is submitted and approved shall file a notice with the city for review and approval as to form and content prior to recording the notice with the county.*

*The notice shall state:*

- 1. The presence of the critical area or buffer on the property;*
- 2. The use of this property is subject to the "Title"; and*
- 3. That limitations on actions in or affecting the critical area and/or buffer may exist.*

*The notice shall run with the property and will be required whether the critical area is kept in a single ownership or is isolated in a separate critical area tract.*

*C. The applicant shall submit proof that the notice has been filed for public record prior to building permit approval or prior to recording of the final plat in the case of subdivisions.*

**Finding** – As a **Condition of Approval**, the applicant is required to place notice on the final plat and all deed documents that critical areas exist on site and cannot be disturbed without review and approval of critical areas permits by the City of White Salmon. The applicant shall file notice with the City for review and approval of content prior to recording the notice with Klickitat County. The notice shall address all criteria highlighted in WSMC 18.10.119.A.1-3.

**WSMC 18.10.120 - Inspection and right of entry.**

*The city or its agent may inspect any development activity to enforce the provisions of this chapter. The applicant consents to entry upon the site by the city or its agent during regular business hours for the purposes of making reasonable inspections to verify information provided by the applicant and to verify that work is being performed in accordance with the approved plans and permits and requirements of this chapter.*

**Finding** – As a **Condition of Approval**, the applicant shall consent to allow entry by the City or City’s agent, during regular business hours, for any inspection purposes relating to the proposed development activity to ensure accordance with any approved plans and permits of WSMC Chapter 18.10.

**WSMC 18.10.121 - Enforcement.**

*A. The provisions of White Salmon Municipal Code shall regulate the enforcement of these critical areas regulations.*

*B. Adherence to the provisions of this chapter and/or to the project conditions shall be required throughout the construction of the development. Should the city or its agent determine that a development is not in compliance with the approved plans, a stop work order may be issued for the violation.*

*C. When a stop work order has been issued, construction shall not continue until such time as the violation has been corrected and that the same or similar violation is not likely to reoccur.*

*D. In the event of a violation of this chapter, the city or its agent shall have the power to order complete restoration of the critical area by the person or agent responsible for the violation. If such responsible person or agent does not complete such restoration within a reasonable time following the order, the city or its agent shall have the authority to restore the affected critical area to the prior condition wherever possible and the person or agent responsible for the original violation shall be indebted to the city for the cost of restoration.*

**Finding** – As a **Condition of Approval**, if a violation occurs and a stop work order has been issued, construction shall not continue until said violation has been corrected and assurances have been put into place that the same or similar violation is not likely to reoccur.

As a **Condition of Approval**, if a violation occurs, the City or its agent shall have the power to order complete restoration of the critical area by the party responsible for the violation. If said responsible party does not complete the restoration within a reasonable time following the order, as established by the City, the City or its agent shall restore the affected critical area to the prior condition and the party responsible shall be indebted to the City for the cost of restoration.

**18.10.122 - Fees.**

*A. At the time of application for land use review or critical areas review, the applicant shall pay a critical areas review fee, adopted by the city council and amended from time to time.*

*B. The applicant shall also be responsible for cost of city or peer review of:*

- 1. Initial proposal and reports;*
- 2. Development performance;*

*3. Monitoring and maintenance reports;*

*as deemed necessary by the city during review of the proposed action.*

**Finding** – The applicant has not applied but paid one fee for one critical areas permit review. The applicant has also not applied for nor paid fees for a variance for an encroachment into tree protection areas and/or the required fifteen foot building setback (see WSMC 18.10.125 below).

As a **Condition of Approval**, all applicable fees for critical areas ordinance review for the geologic hazards and oak/heritage trees on site and variances for the building encroachment into the fifteen foot setback under WSMC 18.10.112 and development within tree protection areas will be required prior to ground disturbance within critical areas and issuance of engineering plans from the City.

**WSMC 18.10.125 - Exceptions.**

*D. Variance Criteria to Provide Reasonable Use. Where avoidance of the impact in wetlands, streams, fish and wildlife habitat and critical aquifer recharge areas is not possible, a variance may be obtained to permit the impact. Variances will only be granted on the basis of a finding of consistency with all the criteria listed below. The hearing examiner shall not consider the fact the property may be utilized more profitably [...]*

**Finding** – The proposed building sites on Lots 1-6 will encroach into the fifteen foot building setback from the tree protection areas, required under WSMC 18.10.212. In addition, the tree protection areas of various heritage/oak trees are within the proposed disturbance limits. Tree protection areas have been delineated on the submitted preliminary plat, but not the building setbacks (the applicant is conditioned to include this information of the final plat). Development within a tree protection area, regulated as a critical area, as well as building within the fifteen foot building setback require the applicant to apply for variances for these encroachments.

As a **Condition of Approval**, prior to any ground disturbance or issuance of engineering plans for disturbance within tree protection areas and/or the required fifteen foot building setbacks, the applicant shall apply for and obtain variances for these encroachments in conformance with the critical areas variance criteria of WSMC 18.10.125.D.

*E. Mitigation Required. Any authorized alteration to a wetland or stream or its associated buffer, or alteration to a fish and wildlife habitat conservation area, as approved under subsections A, B, or C and D of this section, shall be subject to conditions established by the city and shall require mitigation under an approved mitigation plan per [Section 18.10.221].*

**Finding** – Impact to critical areas and required mitigation will be addressed at the time of critical areas permit review (conditioned later in this staff report).

**WSMC 18.10.210 – General approach.**

*Protection of critical areas shall observe the following sequence, unless part of a restoration plan for a significantly degraded wetland or stream buffer, described under [Section 18.10.211], below:*

*A. Confirm presence and continued function of critical areas. Information about type and location of identified fish and wildlife conservation areas is the most frequently updated information affecting the city. Fish and wildlife inventory maps also contain sensitive information and will not be provided for broad public review. The city will work with the regional WDFW representative to confirm the presence*

*or absence of significant fish and wildlife conservation areas. Timely response by WDFW is expected in accordance with Section 18.10.113;*

*B. Avoid the impact by refraining from certain actions or parts of an action;*

*C. Where impact to critical areas or their buffers will not be avoided the applicant shall demonstrate that the impact meets the criteria for granting a variance or other applicable exception as set forth in Sections 18.10.124 and 18.10.125;*

*D. Minimize the impacts by limiting the degree or magnitude of the action by using affirmative steps to avoid or reduce impacts or by using appropriate technology;*

*E. Rectify the impact by repairing, rehabilitating, or restoring the affected environment;*

*F. Reduce or eliminate the impact over time by preservation and maintenance operations;*

*G. Compensate for the impacts by creating, replacing, enhancing, or providing substitute resources or environments.*

**Finding** – Impact to critical areas and required mitigation will be addressed at the time of critical areas permit review (conditioned later in this staff report).

***18.10.212 - Building set back line (BSBL).***

*Unless otherwise specified, a minimum BSBL of fifteen feet is required from the edge of any buffer, NGPE, or separate critical area tract, whichever is greater.*

**Finding** – As mentioned, the proposed building sites on Lots 1-6 will encroach into the fifteen foot building setback of the tree protection areas. The applicant has been conditioned to apply for a variance to account for this encroachment.

As a **Condition of Approval**, prior to engineering plan approval, the applicant shall show the fifteen foot setbacks from the tree protection areas on the final plat document.

***18.10.214 - Native growth protection easements.***

*A. As part of the implementation of approved development applications and alterations, critical areas and their buffers shall remain undeveloped and shall be designated as native growth protection easements (NGPE). Where a critical area or its buffer has been altered on the site prior to approval of the development proposal, the area altered shall be restored using native plants and materials.*

*B. The native growth protection easement (NGPE) is an easement granted to the city for the protection of a critical area and/or its associated buffer. NGPEs shall be required as specified in these rules and shall be recorded on final development permits and all documents of title and with the county recorder at the applicant's expense. The required language is as follows:*

*"Dedication of a Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in the land within the easement. This interest includes the preservation of existing vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water*

*and erosion, maintenance of slope stability, visual and aural buffering, and protection of plant and animal habitat. The NGPE imposes upon all present and future owners and occupiers of land subject to the easement the obligation, enforceable on behalf of the public of the city of White Salmon, to leave undisturbed all trees and other vegetation within the easement. The vegetation in the easement may not be cut, pruned, covered by fill, removed, or damaged without express permission from the city of White Salmon, which permission must be obtained in writing."*

**Finding** – The applicant proposes to place the 40 percent steep slope area on the western portion of Lots 1-4 into a conservation easement. In addition, all heritage/oak trees and their protection areas outside of this steep slopes area shall be designated as NGPEs. According to the preliminary plat, there are heritage trees wholly within the steep slopes easement area that do not have tree protection areas delineated. However, if they did, the protection area would extent east of the proposed steep slopes easement area.

As a **Condition of Approval**, all undeveloped steep slope areas, as well as tree protection areas on site not connected to the steep slope area, shall be designated as native growth protection easements (NGPE) and recorded on the final plat document and the deeds for each property. The NGPE shall state the presence of the critical area on the properties, the application of the White Salmon Critical Areas Ordinance to the properties, and the fact that limitations on actions in or affecting the critical area exist. The NGPE shall “run with the land.” No alterations including grading, vegetation clearing, planting of lawns or gardens, or other yard improvements may occur within the NGPE unless a critical areas permit is approved.

As a **Condition of Approval**, prior to final plat approval, the applicant shall update the steep slopes NGPE area on Lots 1-4 to include tree protection areas that connect with, or extend out of, the preliminary plat steep slopes conservation easement area.

**WSMC 18.10.216 – Marking and/or fencing.**

*A. Temporary Markers. The outer perimeter of a wetland, stream, fish and wildlife conservation areas, steep slopes and their associated buffer and the limits of these areas to be disturbed pursuant to an approved permit or authorization shall be marked in the field in a manner approved by the city so no unauthorized intrusion will occur. Markers or fencing are subject to inspection by the city or its agent or his designee prior to the commencement of permitted activities. This temporary marking shall be maintained throughout construction and shall not be removed until directed by the city or its agent, or until permanent signs and/or fencing, if required, are in place.*

*B. Permanent Markers. Following the implementation of an approved development plan or alteration, the outer perimeter of the critical area or buffer that is not disturbed shall be permanently identified. This identification shall include permanent wood or metal signs on treated wood or metal posts, or affixed to stone boundary markers at ground level. Signs shall be worded as follows:*

**CRITICAL AREA BOUNDARY**

*"Protection of this natural area is in your care. Alteration or disturbance is prohibited. Please call the city of White Salmon for more information. Removal of this sign is prohibited."*



*C. Sign Locations. The city or its agent shall approve sign locations during review of the development proposal. Along residential boundaries, the signs shall be at least four inches by six inches in size and spaced one per centerline of lot or every seventy-five feet for lots whose boundaries exceed one hundred fifty feet. At road endings, crossings, and other areas where public access to the critical area is allowed, the sign shall be a minimum of eighteen inches by twenty-four inches in size and spaced one every seventy-[five] feet. Alternate sign type and spacing may be approved by the city if the alternate method of signage is determined to meet the purposes of this section.*

*D. Permanent Fencing. The city or its agent shall require permanent fencing where there is a substantial likelihood of the intrusion into the critical area with the development proposal. The city or its agent shall also require such fencing when, subsequent to approval of the development proposal; intrusions threaten conservation of critical areas. The city or its agent may use any appropriate enforcement actions including, but not limited, to fines, abatement, or permit denial to ensure compliance. The fencing may provide limited access to the stream or wetland but shall minimize bank disturbance.*

**Finding** – As a **Condition of Approval**, temporary fencing shall be placed along the outer perimeter of the steep slope area and tree protection areas prior to commencement of any permitted development activities. Inspection by the City or its agent shall occur prior to commencement of any permitted development activities. Fencing shall remain throughout construction and shall not be removed until directed by the city or its agent.

***WSMC 18.10.217 – Critical areas reports/studies.***

*A. Timing of Studies. When an applicant submits an application for any development proposal, it shall indicate whether any critical areas or buffers are located on or adjacent to the site. The presence of critical areas may require additional studies and time for review. However, disclosure of critical areas early will reduce delays during the permit review process. If the applicant should disclose there are no known critical areas, further studies may be required for verification.*

*B. Studies Required.*

*1. When sufficient information to evaluate a proposal is not available, the city or its agent shall notify the applicant that a critical areas study and report is required. The city or its agent may hire an independent qualified professional to determine whether a critical areas report is necessary.*

**Finding** – The applicant is proposing to develop within the tree protection areas of heritage/oak trees and within the 40 percent or greater steep slope area on Lot 1, both regulated critical areas under WSMC 18.10. Critical areas reports discussing work within these areas were not included into the preliminary plat submittal package. Required critical areas reports and conditions of approval are addressed in the fish and wildlife conservation areas section (WSMC 18.10.300) and geologically hazardous areas section (WSMC 18.10.400). The general critical areas report requirements of this section (WSMC 18.10.217.C.) will also be conditioned for the required critical areas reports.

***18.10.224 - Habitat management plans.***

*A habitat management plan shall be required by the city when the critical area review of a development proposal determines that the proposed activity will have an adverse impact on wetland, stream, and fish and wildlife habitat conservation area critical areas.*

*A. A habitat management plan, prepared by a qualified biologist in consultation with WDFW, shall address the following mitigation measures:*

- 1.Reduction or limitation of development activities within the critical area and buffers;*
- 2.Use of low impact development techniques or clustering of development on the subject property to locate structures in a manner that preserves and minimizes the adverse effects to habitat areas;*
- 3.Seasonal restrictions on construction activities on the subject property;*
- 4.Preservation and retention of habitat and vegetation on the subject property in contiguous blocks or with connection to other habitats that have a primary association with a listed species;*
- 5.Establishment of expanded buffers around the critical area;*
- 6.Limitation of access to the critical area and buffer; and*
- 7.The creation or restoration of habitat area for listed species.*

**Finding** – The applicant is being conditioned in the fish and wildlife habitat conservation areas section of this staff report (WSMC 18.10.300) to compile a habitat study and, if necessary, a habitat management plan, as part of the required critical areas report.

### ***18.10.300 - FISH AND WILDLIFE HABITAT CONSERVATION AREAS.***

#### ***18.10.311 - Designation.***

*A. For purposes of these regulations fish and wildlife conservation areas are those habitat areas that meet any of the following criteria:*

- 3. Priority habitats mapped by WDFW including:*
  - d. Pine Oak/Oak woodlands—Oregon White Oak woodland;*
- 5. Heritage tree sites.*

*B. All areas within the city meeting one or more of the above criteria, regardless of any formal identification, are designated critical areas and are subject to the provisions of this chapter. The approximate location and extent of known fish and wildlife habitat conservation areas are shown on the critical area maps kept on file at the city. Wildlife data is sensitive, changes, and protection requirements vary depending on specific site and area characteristics. WDFW will be consulted to verify the presence of critical habitat areas. Access to the maps will be limited to a need to know basis for individual project proposals, due to the sensitivity of the information in the maps.*

**Finding** – Oregon white oak trees of 14 inches or greater and other trees of any species of 18 inches or greater are considered heritage trees protected by WSMC 18.10.317. Based on the preliminary plat, there are approximately 25 trees that meet the requirements to be considered heritage trees on or in close proximity to the site and disturbance limits and are considered critical areas. WSMC 18.10.311.3.d. also designates Oregon white oak woodlands as priority habitat as mapped by WDFW. Oregon white oak

woodlands are stands of pure oak or oak/conifer associations where canopy coverage of the oak component of the stand is >25 percent; or where total canopy coverage of the stand is <25 percent, but oak accounts for at least 50 percent of the canopy coverage present. It has not been determined whether Oregon white oak woodland exists on site.

**18.10.313 - General performance standards.**

*The requirements provided in this subsection supplement those identified in Section 18.10.200 General Provisions. All new structures and land alterations shall be prohibited from habitat conservation areas, except in accordance with this chapter. Additional standards follow:*

*A. No development shall be allowed within a habitat conservation area or any associated buffer with which state or federally endangered, threatened, or sensitive species have a primary association.*

*B. Whenever development is proposed adjacent to a fish and wildlife habitat conservation area with which state or federally endangered, threatened, or sensitive species have a primary association, such areas shall be protected through the application of protection measures in accordance with a critical areas report prepared by a qualified professional and approved by the city or its agent. WDFW should be consulted to provide a technical review and an advisory role in defining the scope of the habitat study.*

*C. Habitat Study. Development proposals or alterations adjacent to and within three hundred feet of a fish and wildlife habitat conservation area shall prepare, and submit, as part of its critical areas study, a habitat study which identifies which, if any, listed species are using that fish and wildlife habitat conservation area. If one or more listed species are using the fish and wildlife habitat conservation area, the following additional requirements shall apply:*

*1. The applicant shall include in its critical areas study a habitat management plan which identifies the qualities that are essential to maintain feeding, breeding, and nesting of listed species using the fish and wildlife habitat conservation area and which identifies measures to minimize the impact on these ecological processes from proposed activities. The applicant shall be guided by the document Management Recommendations for Washington's Priority Habitats and Species, issued by the Washington Department of Wildlife, May 1991, and as may be amended, and by any recovery and management plans prepared by the Washington Department of Wildlife for the listed species pursuant to WAC 232-12-297(11).*

*2. Conditions shall be imposed, as necessary, based on the measures identified in the habitat management plan.*

*4. Approval of alteration of land adjacent to the habitat conservation area, buffer or any associated setback zone shall not occur prior to consultation with the state department of fish and wildlife and the appropriate federal agency.*

*F. The city or its agent shall condition approval of activities allowed adjacent to a fish and wildlife habitat conservation area or its buffer, as necessary, per the approved critical area report and habitat management plan to minimize or mitigate any potential adverse impacts. Performance bonds as defined by this chapter may also be made a condition of approval in accordance with the provisions of this chapter.*

**Finding** – As a **Condition of Approval**, as part of the oak/heritage trees critical areas report required under this staff report, the applicant shall include a habitat study which identifies, if any, listed species that are utilizing the Oregon oak trees on site as habitat area. If one or more listed species are using the oak trees as habitat area, the critical areas report shall include a habitat management plan in accordance with WSMC 18.10.224 (Habitat Management Plans) and WSMC 18.10.313.C.1.

**18.10.317 - Special provisions—Heritage trees.**

*A. The requirements provided in this section supplement those identified in Section 18.10.200 General Provisions. All heritage trees qualifying for protection provide valuable local habitat and shall be protected as critical areas. The tree protection area shall be equal to ten times the trunk diameter of the tree or the average diameter of the area enclosed within the outer edge of the drip line of the canopy, whichever is greater.*

*B. Heritage trees include:*

- 1. Oregon White Oaks with a trunk diameter larger than fourteen inches,*
- 2. All other tree species with a trunk diameter greater than eighteen inches, or [...]*

**Finding** – Based on the preliminary plat, there are approximately 25 trees that meet the requirements to be considered heritage trees on or in close proximity to the site and disturbance limits. The preliminary plat highlights 15 heritage trees and their tree protection areas in relation to the approximate disturbance limits. The disturbance limits encroach within five of those tree protection areas. In addition, there are two trees, a 24-inch oak tree on Lot 3 and a 28-inch Douglas fir on Lot 4 that do not have tree protection areas delineated. However, if they did, they may be within the disturbance limits as well.

As a **Condition of Approval**, the applicant shall include the tree protection areas of the 24-inch oak tree on Lot 3 and a 28-inch Douglas fir on Lot 4 on the final plat.

*E. Maintenance and preservation of heritage trees is required.*

*1. Any owner or applicant shall use reasonable efforts to maintain and preserve all heritage trees located thereon in a state of good health pursuant to the provisions of this chapter. Failure to do so shall constitute a violation of this chapter. Reasonable efforts to protect heritage trees include:*

*a. Avoidance of grading, excavation, demolition or construction activity within the heritage tree protection area where possible. The city shall consider special variances to allow location of structures outside the building setback line of a heritage tree whenever it is reasonable to approve such variance to yard requirements or other set back requirements.*

*b. Grading, excavation, demolition or construction activity within the heritage tree protection area shall require submittal of a tree protection plan, prepared in accordance [with] applicable guidelines for a critical area report and habitat management plan per Section 18.10.200, General Provisions.*

*c. Consideration of the habitat or other value of mature trees in the request for a variance or other modification of land use standards may require listing of the tree as a heritage tree. Once listed*

*for protection approval of variances or modification of standards are considered reasonable actions and not the result of a self-created hardship.*

**Finding** – The applicant is proposing construction activity within the tree protection area of a minimum five heritage trees on site. Requirements and a condition for a tree protection plan are addressed in WSMC 18.10.317.E.2. below.

*2. The critical area report for purpose of this section shall include a heritage tree protection plan and shall be prepared by a certified arborist. The plan shall address issues related to protective fencing and protective techniques to minimize impacts associated with grading, excavation, demolition and construction. The city may impose conditions on any permit to assure compliance with this section. (Note: Some provisions in section 18.10.200, such as 18.10.211 Buffers, 18.10.214 Native growth protection easement, 18.10.215 Critical areas tracts, and 18.10.216 Marking and/or fencing requirements; may not be applicable to protection areas for heritage trees.)*

**Finding** – As a **Condition of Approval**, as part of the oak/heritage trees critical areas report required under this staff report, the applicant shall include a tree protection plan in conformance with WSMC 18.10.317.E.2.

*3. Building set back lines stipulated by subsection 18.10.212 shall be measured from the outer line of the tree protection area for heritage trees.*

**Finding** – Building set back lines have not been included on the preliminary plat; the applicant has been conditioned to update the preliminary plat to include the fifteen foot setbacks from the tree protection areas prior to final plat approval.

*4. Review and approval of the critical areas report and tree protection plan by the city is required prior to issuance of any permit for grading or construction within the heritage tree protection area.*

**Finding** – The applicant will be conditioned in WSMC 18.10.318 to compile a critical areas report that will be required to be approved by the City prior to any ground disturbance within the tree protection areas.

*5. In lieu of the NGPE required in subsection 18.10.214, a heritage tree protection easement (HTPE) shall be required [...]*

**Finding** – Along with the steep slopes on site, all tree protection areas have been conditioned to be protected under NGPEs, rather than have two types of easements on the lots (NGPEs and HTPEs). For the tree protection areas that overlap with the steep slopes NGPE, the applicant has been conditioned to extend the steep slopes NGPE on site to include these areas.

*F. Heritage tree removal and major pruning is prohibited. It is unlawful for any person to remove, or cause to be removed any heritage tree from any parcel of property in the city, or prune more than one-fourth of the branches or roots within a twelve-month period, without obtaining a permit; provided, that in case of emergency, when a tree is imminently hazardous or dangerous to life or property, it may be removed by order of the police chief, fire chief, the director of public works or their respective designees.*

*Any person who vandalizes, grievously mutilates, destroys or unbalances a heritage tree without a permit or beyond the scope of an approved permit shall be in violation of this chapter.*

**Finding** – As a **Condition of Approval**, no heritage tree on site shall be removed without obtaining a tree removal permit from the City.

*G. Exceptions to the provisions in this section include:*

*1. A heritage tree can be removed if it is dead, dangerous, or a nuisance, as attested by an arborist's report, submitted to the city and paid for by the tree owner or by order of the police chief, fire chief, the director of public works or their respective designees.*

*2. A heritage tree in or very close to the "building area" of an approved single family residence design can be replaced by another tree. A heritage tree can be removed if its presence reduces the building area of the lot by more than fifty percent after all potential alternatives including possible set backs to minimum yard depth and width requirements have been considered.*

*3. Any person desiring to remove one or more heritage trees or perform major pruning (per subsection 18.10.316 F, above) shall apply for an exception pursuant to procedures established by this section rather than subsection 18.10.125 Exceptions, which generally applies elsewhere in this chapter.*

*4. It is the joint responsibility of the property owner and party removing the heritage tree or trees, or portions thereof to obtain exception. The city may only issue a permit for the removal or major pruning of a heritage tree if it is determined that there is good cause for such action. In determining whether there is good cause, the city shall consult with a certified arborist, paid for by the applicant, as appropriate. The city shall also give consideration to the following:*

*a. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;*

*b. The necessity to remove the tree or trees in order to construct proposed improvements to the property;*

*c. The topography of the land and the effect of the removal of the tree on erosion, soil retention and diversion or increased flow of surface waters;*

*d. The long-term value of the species under consideration, particularly lifespan and growth rate;*

*e. The ecological value of the tree or group of trees, such as food, nesting, habitat, protection and shade for wildlife or other plant species;*

*f. The number, size, species, age distribution and location of existing trees in the area and the effect the removal would have upon shade, privacy impact and scenic beauty;*

*g. The number of trees the particular parcel can adequately support according to good arboricultural practices; and*

*h. The availability of reasonable and feasible alternatives that would allow for the preservation of the tree(s).*

**Finding** – The condition of the heritage trees on site are unknown at this time. There are various heritage trees and their associated protection areas close to and encroaching within the proposed building areas.

As a **Condition of Approval**, if the applicant proposes to remove any heritage tree on site, along with the required permit, the City shall consult with a certified arborist, paid for by the applicant, and will issue a decision dependent on the considerations outlined in WSMC 18.10.317.G.4.a-h.

*H. City enforcement of heritage tree protection regulations may include:*

*1. Stop work on any construction project which threatens a heritage tree until it is shown that appropriate measures have been taken to protect the tree or an exception is granted for its removal; and/or*

*2. As part of a civil action brought by the city, a court may assess against any person who commits, allows, or maintains a violation of any provision of this chapter a civil penalty in an amount not to exceed five thousand dollars per violation. Where the violation has resulted in removal of a tree, the civil penalty shall be in an amount not to exceed five thousand dollars per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. Such amount shall be payable to the city. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.*

**Finding** – As a **Condition of Approval**, a stop work order on construction will be issued for any work that threatens a heritage tree until protective measures are in place or an exception has been granted by the City for heritage tree removal.

As a **Condition of Approval**, the City shall assess against any person who commits, allows, or maintains a violation of any provision of WSMC 18.10.317 a civil penalty in an amount not to exceed five thousand dollars per violation. Where the violation has resulted in removal of a tree, the civil penalty shall be in an amount not to exceed five thousand dollars per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. Such amount shall be payable to the City. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.

**18.10.318 - Critical areas report.**

*A critical areas report for fish and wildlife habitat conservation areas shall be prepared by a qualified biologist with experience analyzing aquatic and/or wildlife habitat and who has experience preparing reports for the relevant type of critical area. The city will ask the applicant to provide a scope describing the methodology of the study and the expected content of the report and mitigation plan. If provided, the scope will be forwarded to WDFW to help ensure the adequacy of work done relative to the extent of the habitat concerns present. WDFW will respond as they are able. City will not rely solely on WDFW review of report scope. Notice will be provided in the interest of ensuring consultant work proposed is in line with agency expectations.*

**Finding** – As a **Condition of Approval**, the applicant shall provide a critical areas report for heritage/oak trees on site, compiled by a qualified biologist, prior to any ground disturbance within heritage/oak tree protection areas, that addresses the general requirements for critical areas reports (WSMC 18.10.217), fish and wildlife critical areas reports standards (WSMC 18.10.318), general mitigation requirements (WSMC 18.10.219), mitigation plans (WSMC 18.10.221), monitoring (WSMC 18.10.222),

contingencies/adaptive management (WSMC 18.10.223), habitat study (WSMC 18.10.313.C.), habitat management plan ([if necessary] – WSMC 18.10.224 and WSMC 18.10.313.C.1), and a tree protection plan (WSMC 18.10.317.E.2.).

#### **18.10.400 - GEOLOGICALLY HAZARDOUS AREAS.**

##### ***18.10.411 - Designation.***

*Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible development is sited in areas of significant hazard. Such incompatible development may not only place itself at risk, but may also increase the hazard to surrounding development and uses. Areas susceptible to one or more of the following types of hazards shall be designated as geologically hazardous areas:*

*B. Landslide hazard (including steep slopes). Landslide hazard areas are areas potentially subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors.*

**Finding** – The western portion of Lots 1-4 are encumbered by steep slopes at or greater than 40 percent (see slope map, Exhibit D). Steep slopes also extend within the disturbance limits of Lot 1. There are 40 percent or greater slopes adjacent to the proposed road that have less than a 10-foot vertical change and don't meet the City's definition of steep slopes under WSMC 18.10.800. The slopes on Lots 1 connect to the larger sloped area on the west side of the site, have more than a 10-foot vertical change, and are considered steep slopes.

##### ***18.10.412 - Prohibited development and activities.***

*C. Slopes between fifteen and forty percent are generally considered buildable, however, the city or its agent may require an applicant to provide substantial evidence that a slope between fifteen and forty percent is geologically stable if there is evidence that similarly situated slopes have demonstrated substantial instability in the past.*

*D. Lands with slopes of forty percent or greater are considered unbuildable and development is not allowed.*

**Finding** – As mentioned, the 40 percent or greater slopes are located within the proposed disturbance limits of Lot 1. The applicant will be conditioned later in this section to account for this encroachment.

##### ***18.10.413 - Performance standards.***

*A. All projects shall be evaluated to determine whether the project is proposed to be located in a geologically hazardous area, the project's potential impact on the geologically hazardous area, and the potential impact on the proposed project. The city or its agent may require the preparation of a critical area report to determine the project's ability to meet the performance standards.*

*B. Alterations of geologically hazardous areas or associated buffers may only occur for activities that:*



1. *The city determines no other feasible alternative route or location exists.*
2. *Will not increase the threat of the geological hazard to or need for buffers on adjacent properties beyond pre-development conditions;*
3. *Will not adversely impact other critical areas;*
4. *Are designed so that the hazard to the project is eliminated or mitigated to a level equal to or less than pre-development conditions; and*
5. *Are certified as safe as designed and under anticipated conditions by a qualified geotechnical engineer or geologist, licensed in the state of Washington.*

*C. Vegetation shall be retained unless it can be shown that the removal will not increase the geologic hazards, and a vegetation management plan is submitted with the request.*

*D. Approved clearing shall only be allowed from May 1st to October 1st of each year provided that the city may extend or shorten the dry season on a case-by-case basis depending on the actual weather conditions, except that timber harvest, not including brush clearing or stump removal, may be allowed pursuant to an approved forest practices permit issued by WDNR.*

**Finding** – The applicant will be conditioned later in this report, if necessary, to compile a steep slopes critical areas report that will need to comply with the performance standards of WSMC 18.10.413.

**18.10.414 - Special provisions—Erosion and landslide areas.**

*Activities on sites containing erosion or landslide hazards shall meet the following requirements:*

*A. Buffers required. A buffer shall be established for all edges of erosion or landslide hazard areas. The size of the buffer shall be determined by the city or its agent to eliminate or minimize the risk of property damage, death, or injury resulting from erosion and landslides caused in whole or part by the development, based upon review of and concurrence with a critical areas report prepared by a qualified professional.*

*B. Minimum buffers. The minimum buffer shall be equal to the height of the slope, or fifty feet, whichever is greater.*

*C. Buffer reduction. The buffer may be reduced to a minimum of ten feet when a qualified professional demonstrates to the city or its agent's satisfaction that the reduction will adequately protect the proposed development, adjacent developments and, uses and the subject critical area.*

*D. Increased buffer. The buffer may be increased when the city or its agent determines a larger buffer is necessary to prevent risk of damage to proposed and existing development.*

*E. Alterations. Alterations of an erosion or landslide hazard area and/or buffer may only occur for activities for which a geotechnical analysis is submitted and certifies that:*

1. *The development will not increase surface water discharge or sedimentation to adjacent properties beyond the pre-development condition;*

- 2. *The development will not decrease slope stability on adjacent properties; and*
- 3. *Such alteration will not adversely impact other critical areas.*

**Finding** – A buffer along the steep slopes area on the western portion of Lots 1-4 was not included on the preliminary plat. Alterations to a landslide hazard area and/or buffer is addressed below.

As a **Condition of Approval**, prior to engineering document approval and ground disturbance of the site, the applicant shall show the minimum required slope buffers per WSMC 18.10.414 for the steep slopes in the critical areas permit application.

**18.10.415 - Design standards—Erosion and landslide hazard areas.**

*Development within an erosion or landslide hazard area and/or buffer shall be designed to meet the following basic requirements unless it can be demonstrated that an alternative design that deviates from one or more of these standards provides greater long-term slope stability while meeting all other provisions of this chapter. The requirements for long-term slope stability shall exclude designs that require regular and periodic maintenance to maintain their level of function. The basic development design standards are:*

- A. Structures and improvements shall be clustered to avoid geologically hazardous areas and other critical areas;*
- B. Structures and improvements shall minimize alterations to the natural contours of the slope and foundations shall be tiered where possible to conform to existing topography;*
- C. Structures and improvements shall be located to preserve the most critical portion of the site and its natural landforms and vegetation;*
- D. The proposed development shall not result in greater risk or a need for increased buffers on neighboring properties;*
- E. The use of a retaining wall that allows the maintenance of existing natural slopes are preferred over graded artificial slopes; and*
- F. Development shall be designed to minimize impervious lot coverage.*

**Finding** – Conditions have been included below if development is proposed in steep slopes or buffer to comply with the design standards listed above.

**18.10.416 - Native growth protection easement/critical area tract.**

*As part of the implementation of approved development applications and alterations, geologically hazardous areas and any associated buffers that remain undeveloped pursuant to the critical areas regulations, in accordance with Section 18.10.200 General Provisions, shall be designated as native growth protection easements (NGPE) and critical area tracts as applicable.*

**Finding** – The applicant has been conditioned to place the steep slopes area in an NGPE.

As a **Condition of Approval**, the steep slopes NGPE shall include the associated steep slopes buffer area that remains undeveloped.

**18.10.417 - Critical areas report.**

*A. When required, a critical areas report for a geologically hazardous area shall be prepared by an engineer or geologist, licensed in the state of Washington, with experience analyzing geologic, hydrogeologic, and ground water flow systems, and who has experience preparing reports for the relevant type of hazard.*

*B. In addition to the requirements of Section 18.10.200 General Provisions, critical area reports are required for geologically hazardous areas shall include the following additional information [...]*

**Finding** – A critical areas report was not submitted with the application package.

As a **Condition of Approval**, the applicant shall update the slope map/preliminary plat to exclude the 40 percent or greater steep slopes and associated buffer from the proposed disturbance limits prior to any ground disturbance within Lots 1-4 or approval of engineering plans from the City.

As a **Condition of Approval**, if the applicant cannot demonstrate that the steep slopes and associated buffers on Lots 1-4 will not be encroached upon by the disturbance limits of the proposed project, than the applicant shall provide a geotechnical critical areas report that addresses the general requirements for critical areas reports (WSMC 18.10.200), geologic hazard critical areas reports standards (WSMC 18.10.417), performance standards (WSMC 18.10.413), landslide area special provisions (WSMC 18.10.414), and design standards (WSMC 18.10.415) prior to any ground disturbance within Lots 1-4 or approval of engineering plans from the City.

**Chapter 18.20 - ENVIRONMENTAL PROTECTION (SEPA REVIEW)**

**Finding** – The proposed subdivision is subject to SEPA review and a SEPA checklist was submitted by the applicant to the City on September 2018. The City, acting as Lead Agency, reviewed the checklist and issued a Mitigated Determination of Non-significance (MDNS) on December 27, 2019 in accordance with WAC 197-11-350. Public notice of the MDNS was issued on January 1, 2019 in the public newspaper and using the City’s SEPA distribution list. Required mitigations in the form of conditions of approval are outlined in the summary conditions section below.

**TITLE 19 – ADMINISTRATION OF LAND DEVELOPMENT REGULATIONS**

**Chapter 19.10 Land Development and Administrative Procedures**

**19.10.040 Project permit application framework.**

*Table 1 – Permits/Decisions: Preliminary Plat for Subdivision - Type III*

*Table 2 – Action Type: Type III — Planning commission makes a recommendation to city council. City council makes the final decision. Notice and public hearings will be held both before the planning commission to make recommendations to city council, and before city council for final decision.*

**Finding** – This subdivision application will be processed in accordance with the procedures set forth for a Type III application.

**19.10.190 - Notice of public hearing.**

*A. Content of Notice of Public Hearing for All Types of Applications. The notice given of a public hearing required in this chapter shall contain [...]*

*B. Mailed Notice. Mailed notice of the public hearing shall be provided as follows:*

*3.Type III Actions. The notice of public hearing shall be mailed to:*

*a. The applicant;*

*b. All owners of property within three hundred feet of any portion of the subject property; and*

*c. Any person who submits written comments on an application.*

**Finding** – Notice for the Planning Commission hearing was December 23, 2019. The hearing is scheduled for January 8, 2020 to review, make findings, and issue a recommendation to city council for final decision on this application.

**19.10.235 Planning commission review and recommendation (Type III)**

*A. The planning commission shall review and make findings, conclusions and issue recommendations on all Type III permit applications.*

**Finding** – A Planning Commission hearing is scheduled for January 8, 2020 to review, make findings, and issue a recommendation to city council for final decision on this application.

*B. Staff Report. The administrator shall prepare a staff report on the proposed development or action summarizing the comments and recommendations of city departments, affected agencies and special districts, and evaluating the development's consistency with the city's development code, adopted plans and regulations. If requested by the planning commission, the staff report shall include proposed findings, conclusions and recommendations for disposition of the development application. The staff report shall include and consider all written public comments on the application.*

**Finding** – This staff report was prepared in accordance with the procedures identified above and includes findings, conclusions, and recommendations to the Planning Commission.

*C. Planning Commission Hearing. The planning commission shall conduct a public hearing on Type III development proposals for the purpose of taking testimony, hearing evidence, considering the facts germane to the proposal, and evaluating the proposal for consistency with the city's development code, adopted plans and regulations. Notice of the planning commission hearing shall be in accordance with Section 19.10.190 of this code.*

**Finding** – A Planning Commission hearing is scheduled for January 8, 2020.

*D. Required Findings. In addition to the approval criteria listed in this code, the planning commission shall not recommend approval of a proposed development unless it first makes the following findings and conclusions:*

- 1. The development is consistent with the White Salmon comprehensive plan and meets the requirements and intent of the White Salmon Municipal Code;*
- 2. The development is not detrimental to the public health, safety and welfare;*
- 3. The development adequately mitigates impacts identified under Chapters 18.10 (Critical Areas Ordinance) and 18.20 (Environmental Protection/SEPA Review) of this code; and*
- 4. For land division applications, findings and conclusions shall be issued in conformance with Sections 19.10.230 Planning commission review and decision (Type II) and 19.10.235 Planning commission review and recommendation (Type III) of this title, and RCW 58.17.110.*

**Finding** – As identified throughout this staff report, and with proposed conditions of approval, this proposal has been reviewed and determined to be consistent with the White Salmon Comprehensive Plan, WSMC, and is not detrimental to the public health, safety, or welfare of the City.

*E. Recommendation. In the planning commission's recommendation decision regarding Type III actions, it shall adopt written findings and conclusions. The planning commission's recommendation following closure of an open record public hearing shall include one of the following actions:*

- 1. Recommend approval;*
- 2. Recommend approval with conditions; or*
- 3. Recommend denial.*

**Finding** – A public hearing is scheduled before the Planning Commission on January 8, 2020, at which time the commission will adopt written findings and conclusions to support their decision. Staff's recommendation is included below.

## **CONCLUSIONS, RECOMMENDATION, AND CONDITIONS OF APPROVAL**

### **City Planner Conclusions:**

1. The actions of the Planning Commission and City Council are subject to the regulations enumerated in WSMC Chapter 16.
2. Subject to WSMC 16.20.040, preliminary plat approval, if the Planning Commission does not approve the preliminary plat, the Applicant shall have the option of revising and resubmitting the preliminary plat to the City Administrator.
3. Subject to WSMC 16.30.010, preliminary plat approval by the council shall constitute authorization for the subdivider to develop the subdivision's facilities and improvements in strict accordance with standards established by this article and any conditions imposed by the city. Preliminary plat approval DOES NOT permit land to be further subdivided, sold, leased, transferred, or offered for sale, lease or transfer.

4. Subject to WSMC 16.30.020, preliminary plat approval shall be effective for five years from date of approval by the city, or such longer period as required by state law. If, during this period, a final plat is not filed with the administrator, the preliminary plat shall be null and void. Fees paid to the city clerk shall be forfeited

**Staff Recommendations and Conditions:**

The above findings support planning commission approval of the proposed subdivision (WS-SUB-2019-002). **Staff recommends approval with the following conditions:**

**Planning Conditions**

1. The applicant shall submit to the City a final plat application within five years of the preliminary plat approval (January 8, 2020). If at such time a final plat application has not been submitted to the City, the preliminary plat shall be null and void and all fees paid will be forfeited.
2. The applicant shall comply with all provisions regarding monumentation outlined in WSMC 16.55.040.
3. None of the outlined uses in WSMC 17.24.023 shall be allowed on any of the subdivided lots in the R-1 zone.
4. All individual dwelling units in the R-1 zone shall conform to the property development standards outlined in WSMC 17.24.035.A prior to approval of a building permits.
5. All accessory buildings and garages to the main dwelling unit in the R-1 zone shall conform to the standards outlined in WSMC 17.24.035.B prior to approval of building permits.
6. All future fences on individual lots in the R-1 zone shall conform to the standards outlined in WSMC 17.24.035.C.
7. Every subsequent dwelling unit in the R-1 zone shall meet the setback standards outlined in WSMC 17.24.040.F.-I., have a maximum lot coverage of 50 percent, and shall not exceed twenty-eight (28) feet in height with all standards verified prior to issuance of building permits.
8. Every R-1 zoned lot shall conform to the off-street parking requirements outlined in WSMC 17.24.050 prior to issuance of building permits.
9. If future owners of the lots that are zoned R-2 propose to build a duplex or a townhouse building containing no more than two townhouses, development shall be subject to WSMC Chapter 17.81 Site and Building Plan Review.
10. None of the outlined uses in WSMC 17.28.032 shall be allowed on any of the subdivided lots in the R-2 zone.
11. All individual dwelling units in the R-2 zone shall conform to the property development standards outlined in WSMC 17.28.034.A prior to issuance of building permits.
12. All accessory buildings and garages to the main dwelling unit in the R-2 zone shall conform to the standards outlined in WSMC 17.28.034.B prior to issuance of building permits.
13. All future fences on individual lots zoned R-2 shall conform to the standards outlined in WSMC 17.28.034.C.

14. Every subsequent dwelling unit in the R-2 zone shall meet the setback standards outlined in WSMC 17.28.040.F.-I. and have a maximum lot coverage of 50 percent prior to issuance of building permits.
15. Every R-2 zoned lot shall conform to the off-street parking requirements outlined in WSMC 17.28.050 prior to issuance of building permits.
16. The applicant shall submit engineering plans for all improvements including grading and utilities meeting applicable City standards.

**Critical Areas Conditions**

17. Prior to ground disturbance or issuance of engineering plans for the site within oak/heritage tree and geologic hazard critical areas, the applicant shall apply for and receive approval of a critical areas permit from the City. If the critical areas permit requires different lot dimensions and patterns, this preliminary plat approval shall be invalid and the applicant shall reapply for preliminary plat approval in compliance with critical areas requirements in WSMC 18.10 showing how all impacted critical areas will be mitigated.
18. Prior to site disturbance, the applicant shall post a performance bond or other security measure to the City for completion of any mitigation work required to comply with this code and any conditions of this report at the time of construction. The bond or security shall be in the amount of 125 percent of the estimated cost of implementing the required mitigation. The bond shall be in the form of an irrevocable letter of credit.
19. The applicant is required to place notice on the final plat and all deed documents that critical areas exist on site and cannot be disturbed without review and approval of critical areas permits by the City of White Salmon. The applicant shall file notice with the City for review and approval of content prior to recording the notice with Klickitat County. The notice shall address all criteria highlighted in WSMC 18.10.119.A.1-3.
20. The applicant shall consent to allow entry by the City or City's agent, during regular business hours, for any inspection purposes relating to the proposed development activity to ensure accordance with any approved plans and permits of WSMC Chapter 18.10.
21. If a violation occurs and a stop work order has been issued, construction shall not continue until said violation has been corrected and assurances have been put into place that the same or similar violation is not likely to reoccur.
22. If a violation occurs, the City or its agent shall have the power to order complete restoration of the critical area by the party responsible for the violation. If said responsible party does not complete the restoration within a reasonable time following the order, as established by the City, the City or its agent shall restore the affected critical area to the prior condition and the party responsible shall be indebted to the City for the cost of restoration.
23. All applicable fees for critical areas ordinance review for the geologic hazards and oak/heritage trees on site and variances for the building encroachment into the fifteen foot setback under WSMC 18.10.112 and development within tree protection areas will be required prior to ground disturbance within critical areas and issuance of engineering plans from the City.
24. Prior to any ground disturbance or issuance of engineering plans for disturbance within tree protection areas and/or the required fifteen foot building setbacks, the applicant shall apply for and obtain variances for these encroachments in conformance with the critical areas variance criteria of WSMC 18.10.125.D.

25. Prior to engineering plan approval, the applicant shall show the fifteen foot setbacks from the tree protection areas on the final plat document.
26. All undeveloped steep slope area, as well as tree protection areas on site not connected to the steep slope area, shall be designated as native growth protection easements (NGPE) and recorded on the final plat document and the deeds for each property. The NGPE shall state the presence of the critical area on the properties, the application of the White Salmon Critical Areas Ordinance to the properties, and the fact that limitations on actions in or affecting the critical area exist. The NGPE shall “run with the land.” No alterations including grading, vegetation clearing, planting of lawns or gardens, or other yard improvements may occur within the NGPE unless a critical areas permit is approved.
27. Prior to final plat approval, the applicant shall update the steep slopes NGPE area on Lots 1-4 to include tree protection areas that connect with, or extend out of, the preliminary plat steep slopes conservation easement area.
28. Temporary fencing shall be placed along the outer perimeter of the steep slope area and tree protection areas prior to commencement of any permitted development activities. Inspection by the City or its agent shall occur prior to commencement of any permitted development activities. Fencing shall remain throughout construction and shall not be removed until directed by the city or its agent.
29. As part of the oak/heritage trees critical areas report required under this staff report, the applicant shall include a habitat study which identifies, if any, listed species that are utilizing the Oregon oak trees on site as habitat area. If one or more listed species are using the oak trees as habitat area, the critical areas report shall include a habitat management plan in accordance with WSMC 18.10.224 (Habitat Management Plans) and WSMC 18.10.313.C.1.
30. The applicant shall include the tree protection areas of the 24-inch oak tree on Lot 3 and a 28-inch Douglas fir on Lot 4 on the final plat.
31. As part of the oak/heritage trees critical areas report required under this staff report, the applicant shall include a tree protection plan in conformance with WSMC 18.10.317.E.2.
32. No heritage tree on site shall be removed without obtaining a critical areas permit from the City.
33. If the applicant proposes to remove any heritage tree on site, along with the required permit, the City shall consult with a certified arborist, paid for by the applicant, and will issue a decision dependent on the considerations outlined in WSMC 18.10.317.G.4.a-h.
34. A stop work order on construction will be issued for any work that threatens a heritage tree until protective measures are in place or an exception has been granted by the City for heritage tree removal.
35. The City shall assess against any person who commits, allows, or maintains a violation of any provision of WSMC 18.10.317 a civil penalty in an amount not to exceed five thousand dollars per violation. Where the violation has resulted in removal of a tree, the civil penalty shall be in an amount not to exceed five thousand dollars per tree unlawfully removed, or the replacement value of each such tree, whichever amount is higher. Such amount shall be payable to the City. Replacement value for the purposes of this section shall be determined utilizing the most recent edition of the Guide for Plant Appraisal, published by the Council of Tree and Landscape Appraisers.



36. The applicant shall provide a critical areas report for heritage/oak trees on site, compiled by a qualified biologist, prior to any ground disturbance within heritage/oak tree protection areas, that addresses the general requirements for critical areas reports (WSMC 18.10.217), fish and wildlife critical areas reports standards (WSMC 18.10.318), general mitigation requirements (WSMC 18.10.219), mitigation plans (WSMC 18.10.221), monitoring (WSMC 18.10.222), contingencies/adaptive management (WSMC 18.10.223), habitat study (WSMC 18.10.313.C.), habitat management plan ([if necessary] – WSMC 18.10.224 and WSMC 18.10.313.C.1), and a tree protection plan (WSMC 18.10.317.E.2.).
37. Prior to engineering document approval and ground disturbance on the site, the applicant shall show the minimum required slope buffers per WSMC 18.10.414 for the steep slopes in the critical areas permit application.
38. The steep slopes NGPE shall include the associated steep slopes buffer area that remains undeveloped.
39. The applicant shall update the slope map/preliminary plat to exclude the 40 percent or greater steep slopes and associated buffer from the proposed disturbance limits prior to any ground disturbance within Lots 1-4.
40. If the applicant cannot demonstrate that the steep slopes and associated buffers on Lots 1-4 will not be encroached upon by the disturbance limits of the proposed project, then the applicant shall provide a geotechnical critical areas report that addresses the general requirements for critical areas reports (WSMC 18.10.200), geologic hazards critical areas reports standards (WSMC 18.10.417), performance standards (WSMC 18.10.413), landslide area special provisions (WSMC 18.10.414), and design standards (WSMC 18.10.415) prior to any ground disturbance within Lots 1-4.

**Engineering Conditions**

41. The proposed public road (Sophie Lane) shall be approved by the City Administrator (or its designee) and constructed to the standards as stipulated by the City Administrator (or its designee).
42. Prior to the issuance of final plat approval and/or with new home(s) building permit approval and prior to occupancy, all driveways shall be constructed to City standards and approved by the City Administrator (or its designee).
43. Prior to final plat approval, all utilities shall be located underground and extended to each lot.

**SEPA (MDNS) Documentation and Mitigation Conditions**

44. All grading and filling of land must utilize only clean fill, i.e., dirt or gravel from an approved source;
45. An erosion control plan utilizing BMPs shall be submitted by the applicant and approved by the City and all erosion control measures shall be in place prior to any clearing, grading, or construction;
46. A City stormwater permit and Stormwater Pollution Prevention Plan (SWPPP) shall be required for the proposed project and shall be approved prior to construction;
47. The applicant shall use vehicles fitted with standard manufacturer's emission's control equipment to reduce construction-period emissions. Construction vehicles shall not be permitted to idle when not in use.

48. Construction activities are only permitted during City-approved construction hours. Contractors are required to comply with the maximum noise level provisions of WAC 173-60 during construction.
49. The applicant shall pay the applicable wastewater and water meter connection fees for each residential unit. Applicable fees will be assessed at the time of building permit application and are due prior to issuance of final occupancy for each unit.
50. All proposed outdoor lighting shall meet the standards of WSMC 8.40.
51. The site is located within an areas of high risk for encountering archaeological and/or cultural resources. An archaeological survey shall be completed prior to any ground disturbance to verify any archaeological or historic resources on site.
52. In the event any archaeological or historic materials are encountered during project activity, work in the immediate area (initially allowing for a 100-foot buffer; this number may vary by circumstance) must stop and the following actions taken:
  - Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
  - Take reasonable steps to ensure confidentiality of the discovery site; and,
  - Take reasonable steps to restrict access to the site of discovery.

The applicant shall notify the concerned Tribes and all appropriate county, city, state, and federal agencies, including the Washington Department of Archaeology and Historic Preservation and the City of White Salmon. The agencies and Tribe(s) will discuss possible measures to remove or avoid cultural material, and will reach an agreement with the applicant regarding actions to be taken and disposition of material. If human remains are uncovered, appropriate law enforcement agencies shall be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribes will take place in order to mitigate the final disposition of said remains.

See the Revised Code of Washington, Chapter 27.53, "Archaeological Sites and Resources," for applicable state laws and statutes. See also Washington State Executive Order 05-05, "Archaeological and Cultural Resources." Additional state and federal law(s) may also apply.

Copies of the above inadvertent discovery language shall be retained on-site while project activity is underway.

**ATTACHMENTS:**

Exhibit A: Application Form and Noticing Information

Exhibit B: Deed

Exhibit C: Preliminary Plat

Exhibit D: Slope Map

Exhibit E: Critical Areas Letter – Pioneer Surveying and Engineering

Exhibit F: Fish and Wildlife Habitat Conservation Areas Letter – AKS Engineering

Exhibit G: Notice of Application and SEPA Comment Period

Exhibit H: Public Comments Received

Exhibit I: SEPA MDNS

**CITY OF WHITE SALMON  
SUBDIVISION APPLICATION FORM**

Plat No. \_\_\_\_\_ Date Received \_\_\_\_\_

Environmental Checklist No. \_\_\_\_\_

Comprehensive Plan Zone Designation \_\_\_\_\_

Name of Plat-Slug's End Subdivsion \_\_\_\_\_

**Owner: Slug's End LLC**

Mailing Address: PO Box 1233

Hood River, OR 97031

Phone 541-490-3208 FAX \_\_\_\_\_

**Developer Doug Holzman/Rick Bretz**

Address PO Box 1233, Hood River, OR 97031

Phone 541-490-3208

**Surveyor Pioneer Surveying and Engineering**

Address 125 E Simcoe Drive, Goldendale WA 98620

Phone 509-773-4945

**Engineer Pioneer Surveying and Engineering**

Address 125 E Simcoe Drive, Goldendale, WA 98620

Phone 509-773-4945

Section 24 Township 3 Range 10

Parcel No. from Tax Statement: 03102414001400

General Vicinity: Northwest of intersection of NW Academy Street and NW Michigan Ave.

Total Acreage 3.02 acres

Number of Residential Lots 7 Lots

Smallest Lot Area 8632 SF Average Lot Area 15,000 SF

Acreage in Park 0 Acreage in Commercial 0

Length of Streets/Public 340 LF Private

Water Source: City of White Salmon

Wastewater Source City of White Salmon

Road Classification

***(To be assigned by City Public Works Director before submittal of Application).***

Road Plans \_\_\_\_\_ Profiles \_\_\_\_\_ Required \_\_\_\_\_

Utility Plans \_\_\_\_\_ Profiles \_\_\_\_\_ Required \_\_\_\_\_

Stormwater Plans \_\_\_\_\_ Profiles \_\_\_\_\_ Required \_\_\_\_\_

***\*Signature of Director*** \_\_\_\_\_

What is the zoning for this area? R1

Explain Single Family residential

Is this proposal within 200 feet of a lake, river or street? \_\_\_\_\_

If yes, which one? Street- Academy

Please describe the present land use and physical characteristics of the proposal area and surroundings. \_\_\_\_\_

Residential housing is located to the east and south, Vacant undeveloped land is located to the north and west.

**Attach a list of:**

- All owners and mailing addresses of property within a radius of 300 feet from and parallel to the boundaries of this project.
- The names, addresses and telephone numbers of all persons, firms, and corporations holding interests in the said land.
- All agencies or individuals, and their mailing addresses that have recorded easements that are in effect on the project site.
- Attach all restrictive covenants proposed to be imposed upon land within the subdivision.
- Include 3 large copies and 2 8 ½ x 11 inch copies and 2 copies of the road/utility plan and utilities.
- Attach a completed Environmental Checklist.
- Attach a recent Title Certificate from a recognized Title Company defining legal description, interest holders, easements, encumbrances, etc.

The applicant(s) hereby certify that all of the above statements and the statements in any exhibits and plats are true, and the applicant(s) acknowledge that any action taken on this application may be revoked if it develops that any such statements are false.

APPLICANT(S) SIGNATURE (s) Richard R. Beety  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dated: June 21, 2019  
 Subscribed and sworn to/by me, this 21<sup>st</sup> day of June, 2019.

Rachel Throop Notary expires July 15, 2020  
Notary Public in and for the State of Washington  
Residing at Klickitat County

We, the undersigned, hereby certify that we hold a vested interest of the said tract of land, that we give our consent for the proposed short subdivision of said land into lots as shown, and that the easements on the short plat are hereby granted for uses thereon.

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

.....  
STATE OF WASHINGTON )

County of Klickitat )

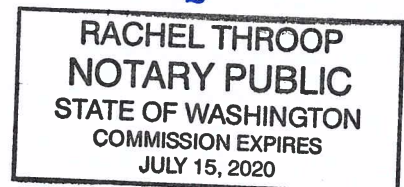
On this day personally appeared before me \_\_\_\_\_  
Richard L. Bretz  
\_\_\_\_\_  
\_\_\_\_\_

to me known to be the individual described in and who executed the within and acknowledged to me that he/she/they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21<sup>st</sup> day of June, 20019.

Rachel Throop  
\_\_\_\_\_

Notary Public in and for the State of Washington, residing at Klickitat County. Notary expires July 15, 2020



3102418040200	Lot 2 WS SP 2018-004; 24-3-10	ACADMEY STREET LLC	1706 SE 55TH AVE PORTLAND OR 97215
3102418040300	Lot 3 WS SP 2018-004; 24-3-10	GH BUILD LLC	1706 SE 55TH AVE PORTLAND OR 97215
3102476010800	LOT 8 BLK 1 ROSEGRANT HOOKER TO WS NESE 24-3-10; Child Parcel 03102476010900	HOHENSEE GREG	PO BOX 352 WHITE SALMON WA 98672
3102475030400	LOT 4 WS BLA 2005-03 IN SENW BLK 3 MAINES 2ND ADD TO WS; 24-3-10	BAUSCH TINA	151 S 20TH AVE CORNELIUS OR 97113
3102476020600	LOT 6 BY WS BLA 2004-02 BLK 2 ROSEGRANT HOOKER ADD NESE 24-3-10	GRABB ROBERT	PO BOX 265 WHITE SALMON WA 98672
3102477000300	LOT 3 SP WS-83- 1-1 IN BLK 1 ROSEGRANT- HOOKER TO WS; 24-3-10	CARMICHAEL HOWARD	CARMICHAEL REVOCABLE TRUST PO BOX 111 HUSUM WA 98623
3102439000200	LOT 2 SP WS 99- 03 IN NESE IRR TRACTS; 24-3-10	GRIGGS LISA	PO BOX 726 JACKSON WY 83001
3102439000100	LOT 1 SP WS 99- 03 IN NESE IRR TRACTS; 24-3-10	GRIGGS LISA	PO BOX 726 JACKSON WY 83001

3102478000200	LOT 2 SP WS-84-1-2 IRR TRACTS TO WS NESE; 24-3-10	HERMAN JAMES	PO BOX 188 WHITE SALMON WA 98672-0188
3102478000400	LOT 4 SP WS-84-1-2 NESE IRR TRACTS TO WS; 24-3-10	HERMAN JAMES	PO BOX 188 WHITE SALMON WA 98672-0188
3102478000100	LOT 1 SP WS-84-1-2 NESE IRR TRACTS TO WS; 24-3-10	FLANIGAN KEVIN	11836 SW BREYMAN AVE PORTLAND OR 97219
3102418040400	Lot 4 WS SP 2018-004; 24-3-10	GH BUILD LLC	1706 SE 55TH AVE PORTLAND OR 97215
3102418040100	Lot 1 WS SP 2018-004; 24-3-10	ACADMEY STREET LLC	1706 SE 55TH AVE PORTLAND OR 97215
3102476010900	Lot 9 BLK 1 ROSEGRANT HOOKER TO WS NESE 24-3-10	HOHENSEE GREG	PO BOX 352 WHITE SALMON WA 98672
3102476010600	LOT 67 BLK 1 ROSEGRANT-HOOKER TO WS NESE; 24-3-10	GRANT KABE	PO BOX 4 BINGEN WA 98605
3102476020700	LOT 7; LOTS 8-10 BLK 2 ROSEGRANT-HOOKER NESE 24-3-10	SCHOOL DIST #405 WHITE SALMON	PO BOX 157 WHITE SALMON WA 98672
3102441000100	TL 63 LESS TL 63-ATL 72 LESS 72-ATL73& TL74 NESE; IRR. TRACTS TO WS. 24-3-10	SCHOOL DIST #405 WHITE SALMON	PO BOX 157 WHITE SALMON WA 98672
3102449000500	LOT 5 SP WS 89-03 IN SENE IRR TRACTS TO WHITE SALMON 24-3-10	DELLIS JEFF	1219 COLUMBIA AVE HOOD RIVER OR 97031



3102449000400	LOT 4 SP WS 89-03 IN SENE IRR TRACTS TO WHITE SALMON 24-3-10	DELLIS JEFF	1219 COLUMBIA AVE HOOD RIVER OR 97031
3102475070500	LOT 56 BLK 7 MAINES 2ND TO WS SENE; 24-3-10	WHITACRE DAVID	PO BOX 204 WHITE SALMON WA 98672
3102475060300	LOTS 34 BLK 6 MAINES 2ND TO WS SENE; 24-3-10	WEAVER KENNETH	PO BOX 374 WHITE SALMON WA 98672
3102475070400	LOT 4 BLK 7 MAINES SECOND TO WS SENE 24-3-10	MEEKS LLOYD	PO BOX 1978 WHITE SALMON WA 98672-1978
3102475060100	LOTS 1 & 2; 1/2 VACATED ST ON N OF; BLK 6 MAINES 2nd TO WHITE SALMON SENE 24-3-10	SCHWARZ TRUSTEE ROBERT	PO BOX 1415 WHITE SALMON WA 98672
3102414001400	TLS 35 35A 36 & 36A IN SENE; TL 77E IN NESE IRR TRACTS TO WS; 24-3-10	SLUGS END LLC	PO BOX 1233 HOOD RIVER OR 97031
3102475050300	LOT 3 & 1/2 VAC ST ON S LESS N 15' BLK 5 MAINES 2ND TO WS SENE; 24-3-10	GOZDOWSKI TRUSTEE JAMES	PO BOX 564 WHITE SALMON WA 98672
3102414750100	LOT 1 WS BLA IN SENE4; BLK 3 MAINES SECOND TO WHITE SALMON	MEEKS LLOYD	PO BOX 1978 WHITE SALMON WA 98672-1978
3102414750200	LOT 2 WS BLA IN SENE BLK 3 MAINES 2ND TO WS; 24-3-10	CAZARES LUIS	PO BOX 2257 WHITE SALMON WA 98672
3102414000900	TL 34A1 IN SENE IRR TRACTS TO WS; 24-3-10	CALDWELL III DANIEL	PO BOX 2637 WHITE SALMON WA 98672

3102475050200	LOT 2; N 15' LOT 3 BLK 5 MAINES 2ND TO WS SENE; 24-3-10	CAMP DAMON	PO BOX 1154 WHITE SALMON WA 98672
3102475050100	LOT 1 BLK 5 MAINES 2ND TO WS SENE; 24-3- 10	CAMP DAMON	PO BOX 1154 WHITE SALMON WA 98672
3102414000800	TL 34A IN SENE IRR TRACTS TO WS; 24-3-10	CAMP LOIS	PO BOX 323 WHITE SALMON WA 98672
3102414001200	TL 34 IN SENE; 24-3-10: IRR TRACTS TO WS	CAMP LOIS	PO BOX 323 WHITE SALMON WA 98672
3102416020200	LOT 2 WS-BLA- 2016.02	CARLOCK ALAN	PO BOX 1414 WHITE SALMON WA 98672

When recorded return to:

Robin L. Knoke and Ellen Knoke  
PO BOX 1636  
White Salmon WA 98672

REAL ESTATE EXCISE TAX  
Chapter 82.45 and Chapter 82.46, RCW  
\$ 4896.00 has been paid  
Receipt 88876 Date 1/12/18  
Klickitat County Treasurer  
By [Signature], Deputy

**REAL ESTATE CONTRACT  
(LONG FORM)**

**I. SPECIFIC TERMS**

**A. PARTIES, PROPERTY, AND PURCHASE PRICE**

Date: **January 5, 2018**

Seller: **Robin L. Knoke and Ellen Knoke, husband and wife**

Seller's Address: **PO BOX 1636  
White Salmon WA 98672**

Purchaser: **Slug's End, LLC, a Washington limited liability company**

Purchaser's Address: **PO BOX 1233  
Hood River OR 97031**

Abbreviated Legal: **Ptns. SE NE & Ptn. NE SE Sec. 24, Twn. 3 N., R. 10 EWM**

Tax Parcel Numbers (s): **03-10-2414-0014/00**



Real Property Legal Description: **PARCEL 1:**

**That portion of the Southeast quarter of the Northeast quarter of Section 24, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:**

**Beginning at a point 30 feet West and 10 feet South of the Southwest corner of Lot 3 in Block 5, Maine's Second Addition to the Town of White Salmon, according to the Plat thereof; thence South 260 feet; thence West 420 feet; thence North 260 feet; thence East 420 feet to the point beginning.**

**PARCEL 2:**

**A parcel of land in the Northeast quarter of the Southeast quarter of Section 24, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:**

**Beginning at an iron rod on the North edge of said Northeast quarter of the Southeast quarter, North 87° 19' 49" West 125 feet from the West edge of Michigan Avenue, extended; thence South 2° 21' 54" West 20 feet to an iron rod; thence North 87° 19' 49" West 106.00 feet to an iron rod; thence North 2° 21' 54" East 20.00 feet to an iron rod; thence South 87° 19' 49" East 106.00 feet to the point of beginning.**

Personal Property: None

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Title to be Conveyed: Fee Simple

Form of Deed: Statutory Warranty (Fulfillment) Deed

Title Exceptions (include leases):

1. Taxes or assessments 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 by making inquiry of persons in possession thereof.



3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. Taxes, including any assessments collected therewith, for the year 2018 which are a lien not yet due and payable.
10. The following matters disclosed by Short Plat SP-WS-83-1-1,  
Recorded: June 2, 1983  
Instrument No.: 189983  
Book: 1, Page: 2
11. The following matters disclosed by Short Plat SP-WS-84-2-1,  
Recorded: February 22, 1984  
Instrument No.: 193079  
Book: 1, Page: 14
12. The following matters disclosed by survey,  
Recorded: May 16, 1995  
Instrument No.: 247114  
Book: 10, Page: 361  
A. Fenceline locations
13. Notwithstanding Paragraph 4 of the insuring clauses of the policy or policies to be issued, the policy or policies will not insure against loss arising from any inability to use the alley right-of-way for access due to its physical condition.

Amount Which Has Been Paid to Seller:	\$160,000.00	US
Balance Due:	\$160,000.00	US
Purchaser to Pay to Seller:	\$160,000.00	US

Purchaser to Pay Directly to Holders of Prior Encumbrances: \$ US  
TOTAL PURCHASE PRICE: \$320,000.00 US

B. TERMS OF DEFERRED AMOUNT TO BE PAID TO SELLER

Interest Rate: Five (5%) percent per annum  
Interest Beginning Date: February 12, 2018  
Installment Periods: Monthly  
First Installment Date: March 12, 2018  
Installment Amounts: \$1,055.93  
Final Payment Date: February 12, 2023  
Default Rate: Eighteen percent (18%) percent per annum  
Late Charge: Five percent (5%) of amount of installment ten days overdue  
Prepayment Provisions: Purchaser may prepay in full without penalty  
Prepayment Premium: None  
Address to Which Installment Amounts are to be Sent: AmeriTitle PO BOX 1609 Roseburg OR 97470



C. TERMS OF PRIOR ENCUMBRANCES

Prior Encumbrance:

To be Paid by: 1                       Seller                       Purchaser

Current Holder: \_\_\_\_\_

Original Principal Amount: \$ \_\_\_\_\_ US

Interest Rate: \_\_\_\_\_ percent per annum

Current Principal Balance: \$ \_\_\_\_\_ US

Payment Dates: \_\_\_\_\_

Amount of Each Payment: \$ \_\_\_\_\_ US

Secured by: \_\_\_\_\_

Dated \_\_\_\_\_

Recorded on \_\_\_\_\_

Recording No. \_\_\_\_\_

D. MISCELLANEOUS

Portion of Purchase Price Allocated to Real Property: \$ \_\_\_\_\_ US

Portion of Purchase Price Allocated to Personal Property: \$ \_\_\_\_\_ US

Is the property to be used principally for agricultural or farming purposes?     Yes                       No

Miscellaneous: \_\_\_\_\_



(Identify any Exhibits attached)

None

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## II. GENERAL TERMS

1. **AGREEMENT OF SALE.** The Seller agrees to sell and the Purchaser agrees to purchase all that certain Real Property and Personal Property described in this contract and all of the Seller's improvements, fixtures, timber, and crops currently and hereafter located thereon (herein collectively the "Property"), subject to the Title Exceptions listed in the Specific Terms hereof, to any of the Prior Encumbrances so listed which are not required to be discharged by the Seller prior to or at the time of the delivery of the Seller's deed to the Purchaser, and to any rights, titles, estates, leases, encumbrances, and other interests suffered or created by the Purchaser, all for the considerations and subject to the terms, covenants, and conditions herein contained.
2. **PURCHASE PRICE.** The Purchaser agrees to pay the Purchase Price to the order of the Seller in the manner set forth in the Specific Terms. The deferred portion of the Purchase Price which the Purchaser is to pay to the Seller shall be paid in the Installment Amounts, commencing on the First Installment Date and continuing on the same day of each Installment Period thereafter until the Final Payment Date, at which time all outstanding principal, together with accrued and unpaid interest thereon, shall be due and payable. Each payment of the Installment Amounts shall be first applied against the costs, expenses, and late charges for which the Purchaser is then liable hereunder, secondly against interest, and thirdly against the principal then due to the Seller. Interest shall commence on the date set forth in Specific Terms under Paragraph I(B), and continue to accrue until the Seller receives all of the principal, and any sums not paid within 15 days after their respective due dates shall bear the Late Charge set forth in the Specific Terms. At any time during the term of this contract, the Seller or the Purchaser shall have the right to require that all subsequent payments of Installment Amounts and sums for any tax or insurance reserve accounts be made through an escrow or collection account, the costs of which shall be borne by the requesting party unless otherwise agreed.
3. **PRIOR ENCUMBRANCES.** If this contract is being executed subject to any Prior Encumbrance, the Purchase Price is partially comprised of the principal due under the Prior Encumbrances as of the date hereof. The Seller hereby represents to the Purchaser that no Prior Encumbrance provides that it will become in default or accelerated or the interest rate thereon adjusted above the interest rate stated therefor in the Specific Terms hereof because of the execution, delivery, and recordation of this contract. The Purchaser agrees with the Seller to comply with all of the terms of the Prior Encumbrances, including such obligations as may be in addition to those contained in or which may otherwise limit its rights under this contract, and the Purchaser hereby agrees to defend and indemnify the Seller from and against all losses, claims, demands, and allegations arising as a result of the Purchaser's failure to comply with the Prior Encumbrances. In the event either of the parties hereto gives or receives a written notice to or from the holder of a Prior Encumbrance it will promptly transmit a copy of such notice to the other. The Specific Terms of this contract indicate the person responsible for tendering the amounts due to the holders of the Prior Encumbrances, and the two subparagraphs (a) and (b) immediately following this paragraph apply to said payments to be made by the Purchaser or the Seller, respectively.
  - (a) **Purchaser Pays Directly.** If it is indicated in the Specific Terms of this contract that the Purchaser is to pay any Prior Encumbrances directly to the holder thereof, the Purchaser hereby assumes and covenants and agrees with the Seller to make such payments on their respective due dates and any failure of the Purchaser to do so shall constitute a default under this contract. Said payments shall be in addition to the Installment Amounts. The Purchaser shall be solely responsible for paying any reserve amounts for taxes, insurance premiums, or other purposes to which the holder of any Prior Encumbrance is entitled.





- (b) **Seller Pays If Purchaser Is Not In Default.** If it is indicated in the Specific Terms of this contract that the Seller is to continue to pay any Prior Encumbrances, the Installment Amounts include amounts to be used to make payments on said Prior Encumbrances (Wrapped Encumbrances). The Purchaser, in addition to the installments of principal and interest herein above provided for, and to the extent required from time to time by the holders of the Wrapped Encumbrances, shall pay to the Seller with and in addition to each of the Installment Amounts hereunder an amount sufficient to satisfy all tax, insurance, and other reserve deposits to which such holder is entitled and which are payable prior to the next due date of said installments. So long as the Purchaser is in no manner in default hereunder, the Seller shall make or cause to be made all of the payments of principal, interest, and any reserve deposits required under the Wrapped Encumbrances as they become due and in accordance with their respective payment terms. The Purchaser shall not attempt to make any payment directly to the holder of any Wrapped Encumbrance or to in any way modify the terms thereof prior to the satisfaction of that portion of the indebtedness evidenced hereby which is to be retained by the Seller; provided, however, if the Seller fails to make any payment when due under any Wrapped Encumbrance the Purchaser may, upon first giving the Seller 15 days' written notice of its intent to do so and if such failure is not rectified within that period, pay the delinquent installment, and any penalties, late charges, or additional interest due thereon and such other costs that are required by the holder of such Wrapped Encumbrance to cure such default, directly to the holder of the Wrapped Encumbrance in default and deduct from the Installment Amounts next due under this contract the amounts so expended, together with interest thereon at the Default Rate from the date of such payment to the date the Purchaser is reimbursed or the due date of the sum against which such offset is taken. Said notice period may be reduced if necessary to avoid the exercise of any remedy by the holder of such Wrapped Encumbrance. In the event the Seller fails to make such payments on three or more occasions, the Purchaser shall have the right to make all ensuing payments due under any of the Wrapped Encumbrances directly to the holder thereof and to deduct the same from the next Installment Amounts due under this contract by the amounts so paid. The Seller agrees to indemnify the Purchaser from and against all costs and expenses, including attorneys' fees, which are reasonably incurred by the Purchaser as a result of any failure of the Seller to perform its obligations under this subparagraph. The Seller shall promptly reimburse the Purchaser for any credit or reimbursement which the Seller receives from the holder of any Wrapped Encumbrance which results from any excess payment by the Purchaser into a tax, insurance, or other reserve account.

After the Purchaser has paid the Seller all amounts due under this contract, excepting only the nondelinquent principal balances due under the Prior Encumbrances to be paid directly by the Purchaser, the Purchaser shall make all remaining payments due under said Prior Encumbrances to the holders thereof and shall indemnify and hold the Seller harmless from any failure or alleged failure on the part of the Purchaser to comply with any of the terms, covenants, or conditions thereof, and the Seller shall be subrogated to the rights of the holders of said Prior Encumbrances to the extent the Seller makes any further payments thereon as a result of the Purchaser's default. The covenants in this paragraph shall survive the delivery of the Seller's deed and bill of sale to the Purchaser.

4. **PREPAYMENTS.** If Prepayment is permitted by all Prior Encumbrances, or if the holders of all the Prior Encumbrances consent thereto, the Purchaser may prepay the entire amount remaining due hereunder when that portion of the prepayment which is due to the Seller is accompanied by all interest then due to the Seller and any Purchase Price Prepayment Premium. If any prepayment to the holder of any Prior Encumbrance also requires a Prepayment Premium, the Purchaser shall pay the same if it is imposed as a result of the Purchaser's prepayment or default. If any Prior Encumbrance does not permit prepayment and the holder thereof does not consent thereto, and if the Purchaser desires to prepay that portion of the Purchase Price which is not encompassed by the principal balance then due under said Prior Encumbrance, the Purchaser may prepay to the Seller the balance of that portion of the Purchase Price which is not then due to the holder of said Prior Encumbrance; provided, however, said partial prepayment need not be accepted by the Seller unless the Purchaser expressly assumes and agrees in writing to pay and perform the then remaining obligations secured

by said Prior Encumbrance. If this contract is so partially prepaid, the Purchase Price Prepayment Premium, if otherwise calculated on the entire Purchase Price, shall be reduced to correspond to the ratio of the amount being prepaid to the Seller to the total amount of the then outstanding principal balance of the Purchase Price. The Seller shall not be required to accept any prepayments which do not conform to the requirements of this paragraph unless and to the extent prepayment is otherwise provided for in the Specific Terms of this agreement. Except when otherwise stated herein, any Prepayment Premium provided for in this contract shall apply to any sums received by the Seller in advance of their due date, whether voluntarily made by the Purchaser or as a result of the exercise of any remedy by the Seller; provided, however, the Prepayment Premium shall not be required for any voluntary prepayment made within 30 days of the Final Payment Date if preceded by not less than ten days' written notice.

5. **RETENTION OF TITLE AND SECURITY.** Except as otherwise provided herein, the Seller's title to the Property and any substitutions hereof shall remain in the Seller until the Purchaser receives delivery of the Seller's deed. In addition thereto, the Purchaser hereby grants to the Seller a security interest in all condemnation awards and insurance proceeds relating to the Property and all of the rights, titles, and interests in the Personal Property conveyed by this contract and subsequently acquired by Purchaser in substitution thereof as security for the performance of the Purchaser's obligations herein, and the Purchaser hereby assigns to the Seller all rents and security deposits derived from or relating to the Property and, except for the initial partial month's and last month's rent, covenants not to collect any rents which are attributable to more than one month of the unexpired lease term. The Purchaser agrees to deliver to the Seller such further assurances and UCC financing statements and statements of continuation which the Seller requests to further evidence, perfect, or confirm its rights under this agreement. The Purchaser agrees with the Seller that it shall comply with the terms of all leases of the Property, and shall, upon written request, promptly notify the Seller of any alleged defaults therein by the Purchaser or any tenant. After all sums evidenced by this contract due to the Seller have been paid, the Seller shall deliver its fulfillment deed and bill of sale to the Purchaser in the form and subject to the exceptions agreed to herein. In the event any escrow account is established for this contract, said deed and bill of sale shall be executed and placed with the escrow agent promptly following the opening of said account with instructions to deliver them to the Purchaser when entitled thereto.
6. **POSSESSION.** From and after the date of this contract, and subject to the rights of tenants under the leases identified as Title Exceptions, the Purchaser may enter upon and take possession of the Property and, irrespective of the assignments and security interests granted in this contract, enjoy the use, rents (to the extent permitted to be collected herein), issues, and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.
7. **TAXES AND ASSESSMENTS.** In addition to the payments herein above provided for, and except as otherwise discharged through any reserve account, the Purchaser shall pay before delinquency all real and personal property taxes, all general and special assessments, and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the Property or the use thereof to the extent the same or any installments thereof are attributable to the period following the date of this contract. The prorated portion of said taxes, assessments, and charges which are attributable to any period prior to the date of this contract, excluding taxes for such period assessed because of the reclassification of the use of the Property by the Purchaser or any successors of the Purchaser, shall be paid before delinquency by the Seller. Said periods shall be determined by reference to the year in which the taxes, assessments, and charges are required to be paid. If the Purchaser fails to so pay Real Property taxes or assessments and such failure is not rectified within 15 days following Seller's written demand to do so, and if such failure occurs two or more times during the term of this contract, the Seller may, for the remaining term of this contract, require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the Real Property taxes and assessments next due, said estimates to be adjusted by the Seller to reflect the actual amount of such liabilities each time the Real Property is reassessed and a copy of such reassessment is given to the Seller. The amounts so paid which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on

said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other purpose, with interest earned thereon, if any, being added to the sums so held; provided, however, this account may be commingled with any insurance reserve account under this contract. The provisions of this paragraph to the contrary notwithstanding, either party shall have the right to contest in good faith any tax or assessment which may have been or is hereafter levied against the Property or any portion thereof so long as no portion of the Property is threatened with any tax forfeiture or sale as the result of such contest. So long as such contest is pursued in good faith, the nonpayment of the amounts in dispute shall not constitute a default under this contract or afford the Seller the right to require tax reserve payments.

8. INDEMNIFICATION AND INSURANCE. The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims, and liabilities, including attorney's fees, caused by any negligent, reckless or intentional act of, or negligent or reckless failure to act by the Purchaser, or any of its agents, servants, employees, independent contractors, invitees, or licensees on, about, or with respect to the Property, and for any breach of this contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser.

The Purchaser shall, at its own cost and expense, keep the improvements on the Property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the state of Washington and with such additional coverages or endorsements as the Seller may reasonably require from time to time. Said insurance shall be in an amount not less than the greater of (a) the amount of coverage necessary to avoid the insured being treated as a co-insurer, or (b) 120% of the then unpaid principal balance of the Purchase Price for the Property, or (c) such higher amount as may be required by the terms of any Prior Encumbrance, and shall be placed with an insurance company authorized to do business in the state of Washington. All insurance policies shall expressly include the Seller as a named insured, shall contain a waiver of subrogation clause (to the extent reasonably obtainable), and shall include provisions to the effect that they cannot be materially modified or canceled prior to Seller receiving not less than 20 days' advance written notice, and accurate and complete copies thereof shall be deposited with the Seller upon written request.

In the event of loss or damage to the Property which is required to be insured hereunder, and except as otherwise required by any Prior Encumbrance and the then holder thereof, the insurance proceeds shall, at the option of the Purchaser, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damaged to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior to the casualty, subject to such modifications as may then be required by law or to which the Seller agrees in writing. Immediately upon receipt, all insurance proceeds, together with any other sums required to complete the repairs and restorations, shall be placed in a construction disbursement account with an escrow agent or other persons jointly designated by the Seller and the Purchaser and shall be disbursed periodically in amounts corresponding to the percentage of completion of repairs; provided, however, in the event this contract is forfeited or foreclosed, any portion of such proceeds remaining after the payment of properly incurred repair and replacement costs due as of the date of such forfeiture or foreclosure sale shall be immediately paid to the Seller. No construction may be commenced until all sums required to pay the cost thereof have been deposited in the disbursement account. The expenses of said disbursement account and in obtaining percentage completion certificates shall be paid by the Purchaser, and the Purchaser shall be responsible for depositing in the disbursement account the amounts necessary to pay all costs of repairs, reconstruction, and replacements which are not covered by the insurance proceeds. In the event the Purchaser desires to construct improvements which are materially different from those so damaged or destroyed, it shall first obtain the Seller's written consent. All repairs and replacements shall be commenced within 60 days following the date the Purchaser elects to reconstruct and shall be continually pursued with due diligence. Subject to the terms of any Prior Encumbrances, any casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this paragraph shall be paid to the Seller and applied against the principal balance last due hereunder, and the Seller shall accept the same notwithstanding



any prepayment restriction in this contract. The Prepayment Premium shall not be added to any payments required by this paragraph.

If (a) a Prior Encumbrance and the then holder thereof does not permit the use of casualty insurance proceeds for repairs, or (b) the Purchaser does not elect to repair the damage, or (c) the Seller's consent to materially different improvements is not waived or given, or (d) the Purchaser does not deposit into the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (e) construction is not commenced when required or not continuously pursued (subject to delays beyond the reasonable control of the Purchaser), the Seller may require that all casualty insurance proceeds be immediately paid to the Seller (without addition of the Prepayment Premium) or to the holder of a Prior Encumbrance having a valid claim thereto which is prior to the Seller's. The Purchaser shall make the elections provided for in this paragraph within 60 days following the date of casualty, and the Seller shall respond in writing to a written request to construct materially different improvements within 20 days after said request. Any failure of the Purchaser to make timely any such election shall enable the Seller to apply the insurance proceeds against the principal last due under this contract, and any failure of the Seller to respond timely to any such request shall be deemed an approval thereof.

Damage to or destruction of the Property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchaser of its obligation to pay the remaining Installment Amounts when due. In the event of any failure of the Purchaser to obtain or pay timely any premiums for any insurance required by this paragraph, and if such failure is not rectified within any required notice period for remedial advances under this contract, the Seller may require the Purchaser to deposit with each Installment Amount an amount reasonably estimated by the Seller to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the Seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of the Seller's deed to the Purchaser. The Seller shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other purpose, with interest thereon, if any, being added to the sums so held; provided, however, this account may be commingled with any tax reserve account under this contract.

9. UTILITIES. The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the Property by the Purchaser or by any person following the date of this contract, and Purchaser shall contract for the same solely in its own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.
10. CONDITION OF PROPERTY. Except as may be otherwise provided in any written agreement between the parties hereto which is intended to survive the execution of this contract, the Purchaser hereby accepts the Property in the condition existing on the date of this contract and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.
11. RISK OF LOSS. The Purchaser shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage, or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchaser from its obligation to observe and perform all of the terms, covenants, and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, its agents, servants, and employees, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents, servants, or employees; and provided further, nothing in this paragraph shall be interpreted or have the



effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired this provision shall be ineffective.

12. **MAINTENANCE AND INSPECTION.** The Purchaser shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. No logging or commercial timber removal may be undertaken by the Purchaser without the Seller's prior written consent. The Purchaser shall not permit any hazardous or toxic substance, material, or waste to be located upon or generated, stored, transported to or from, disposed of, or used on the Property, or permit the Property to become contaminated with any substance in violation of any applicable federal, state, or local law. The Purchaser shall not, without the prior written consent of the Seller, remove any Personal Property from the Real Property, and will keep and maintain the same in good order, repair, and condition; provided, however, the Purchaser shall have the right to promptly replace Personal Property with items of comparable worth and utility. The Purchaser shall replace any item of Personal Property or any substitutions thereof which may become lost, broken, or beyond repair, and such after-acquired item shall be subject to all of the provisions hereof. No replacements or substitutions permitted or required in this paragraph may be subject to a security interest or conditional sales contract which would have priority over the Seller's security interest. The Seller shall have the right, at all reasonable times and hours, to inspect the Property to ascertain whether the Purchaser is complying with all of the terms, covenants, and conditions of this contract.
13. **ALTERATIONS AND LIENS.** Except as otherwise permitted in this contract for construction following an insured casualty or condemnation, or except for any maintenance or repairs required by this contract, the Purchaser shall not, without the prior written consent of the Seller, make or permit any alterations, additions, or improvements to or of the Property, or to any portion thereof, nor permit any demolition or removal of any such improvements. The Seller may not unreasonably withhold its consent if the action proposed will not materially affect the value of the Property or violate any applicable laws or ordinances, or the terms of this contract, or of any Prior Encumbrances. The Purchaser shall not cause, authorize, or permit any mechanics' or materialmen's liens to be placed upon the Property. The Purchaser shall indemnify and defend the Seller against all liens levied against the Property or any part thereof caused by or through the Purchaser. The Purchaser shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this contract. No lien of any agent, contractor, subcontractor, or independent contractor of the Purchaser shall encumber any interest of the Seller in the Property. In the event the Purchaser shall alter, repair, or improve the Real Property or erect or construct any new or additional buildings or improvements on the Real Property, or any part thereof (whether acting with or without Seller's consent), all such alterations, repairs, improvements, replacements, and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants, and conditions of this contract.
14. **COMPLIANCE WITH LAWS AND RESTRICTIONS.** The Purchaser shall faithfully observe, perform, and comply with all laws, ordinances, rules, and regulations of every governmental authority affecting the Property and the use thereof and activities thereon; all easements, reservations, restrictions, covenants, and conditions of record affecting or pertaining to the Property and the use thereof and activities thereon; and any condominium, planned unit development, or cooperative declarations, articles, bylaws, rules, regulations, and other documents which have been or are hereafter adopted with respect to the Property. The Purchaser shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any manner which causes a nuisance, or in violation of any federal, state, or local statute or ordinance governing the use or improvement of the Property or any hazardous or toxic materials, products, or wastes.
15. **AGRICULTURAL PROVISIONS.** If, in the Specific Terms of this contract, the parties have indicated that the Property is to be used principally for agricultural or farming purposes, the Personal Property shall include all crops grown, growing, and to be grown on the Real Property and all natural increases thereof, all before and



after the severance and removal. The Purchaser shall continuously pursue good and prudent farming operations upon the Property in accordance with the practices of good husbandry, soil conservation, tree and plant pruning, harvesting, and the customary manner in which agricultural property is properly and productively farmed and managed in the county in which the Property is situated. The Purchaser will take such precautions as are necessary to prevent undue depletion of the soil from erosion by wind or water and shall use reasonable efforts to keep the Property free from plants, insects, and animals which may have a deleterious effect upon the Property, crops, or livestock. The Purchaser will keep the Property properly irrigated and properly employ such herbicides, pesticides, and fertilizers as may be reasonably necessary to comply with the provision of this paragraph and its applicable legal requirements. The Purchaser shall not remove or destroy any existing fruit trees or plants, improvements, irrigation fixtures, or equipment, fences, storage houses or sheds, barns, silos, or, except as otherwise permitted in this contract for Personal Property, any tools, equipment, or machinery which may be employed in connection with the agricultural use of the Property, without the prior written consent of the Seller, and the Purchaser shall make such improvements to the Property as are reasonably necessary to properly irrigate, drain, and farm the Property in accordance with the provisions hereof.

16. CONDEMNATION. If the Property or any part thereof is condemned or taken by power of eminent domain by any public or quasi-public authority, the Seller or the Purchaser or both may appear and defend or prosecute in any such proceeding. All compensation or awards received from the condemning authority by either the Seller or the Purchaser shall, subject to the requirements of any Prior Encumbrances, be applied first to the payment of the expenses of litigation, next to the acquisition and installation costs of any replacements or restorations of condemned property requested by the Purchaser in writing not later than 15 days following the date possession is required to be surrendered by the condemning authority, next to the reduction of the unpaid balance of this contract in the inverse order of its maturity, next to any other sums then due to the Seller (including accrued and unpaid interest and reimbursable advances and expenses), and the surplus, if any, shall be paid to the Purchaser.

The Prepayment Premium shall not be added to any payments required by this paragraph. All of the replacements and restorations shall have the same purpose and function as the condemned property, and, except as otherwise consented to by the Seller in writing and except to the extent necessitated by the condemnation or then applicable law, none of the replacements or restorations may be materially different from the condemned property. Any condemnation awards used to restore or replace any of the Property shall be deposited in a disbursement account and disbursed in the manner specified herein for insurance proceeds following an insured casualty. No total or partial taking of the Property by condemnation shall constitute a failure of consideration or provide a basis for the rescission of this contract.

17. TRANSFER OF PURCHASER'S INTEREST. If the Purchaser's title to the Property or any portion thereof is conveyed to any person, the Seller may, at its option: (a) following any required notice, declare the entire remaining balance of the Purchase Price and all accrued and unpaid interest thereon immediately due and payable, or (b) adjust the interest rate on this contract, effective as of the date of the transfer. The Seller may elect one of the said options by written notice to the Purchaser within 15 days after being advised in writing of the sale and the transferee, and if such election is not made within that period the above rights for the transaction so described shall be deemed waived. If the Seller elects to adjust the interest rate, and subject to any restrictions and prepayment requirements contained in any Prior Encumbrance, the entire outstanding balance of this contract may be prepaid at the closing of such conveyance with the Prepayment Premium. For the purposes of this contract, a "conveyance" of the "Purchaser's title" shall include a transfer by real estate contract, vendee's assignment, deed, forfeiture, foreclosure, sheriff's sale, trustee's sale, deed in lieu of any such involuntary sale, lease with purchase option or for a term in excess of three years (including extension options), and, if the Purchaser is a corporation or partnership, a voluntary or involuntary transfer or series of transfers of any shares or partnership interests which results in a change of 50% or more of the voting control of such entity (from the composition thereof as of the date of this contract). A conveyance of the Purchaser's title shall not include: (a) a lease or other transfer of possession of the Property for three years or less without options to



purchase the Property or any interest therein; (b) a transfer to the Purchaser's spouse or children; (c) a transfer by devise, descent, or operation of law resulting from the death of any person comprising the Purchaser; (d) a transfer into an inter vivos trust in which the Purchaser is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; or (e) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or property settlement agreement in which a spouse of any person comprising the Purchaser retains or acquires the Property. No transfer of the Property or any portion thereof shall release the transferring person from liability on this contract unless such release is expressly acknowledged by the Seller in writing.

18. **PURCHASER'S DEFAULT.** The Purchaser shall be in default under this contract if it: (a) fails to observe or perform any term, covenant, or condition herein set forth or those of any Prior Encumbrances; (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so; (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any petition is filed against it under any bankruptcy, wage earner's reorganization, or similar act; (d) permits the Property or any part thereof or its interest therein to be attached or in any manner restrained or impounded by process of any court; (e) abandons the Property for more than 30 consecutive days (unless the Property is otherwise occupied); or (f) conveys the Property or a portion thereof without any prior written consent required herein of the Seller.
19. **SELLER'S REMEDIES.** In the event the Purchaser defaults under this contract the Seller may, at its election, take the following courses of action:
  - (a) **Suit for Delinquencies.** The Seller may institute suit for any Installment Amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by the Seller as of said date pursuant to the provisions of this contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the Default Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;
  - (b) **Acceleration.** Upon giving the Purchaser not less than 15 days' written notice of its intent to do so (within which time any monetary default may be cured without regard to the acceleration), and if the default is in the nature of a failure to timely pay any principal, interest, insurance premium, tax, or other sum of money required to be paid herein or any failure to obtain any consent of the Seller herein required for a conveyance or encumbrance of the Purchaser's title to the Property, or if the Purchaser commits waste on the Property, the Seller may declare the entire unpaid balance of the Purchase Price and all interest then due thereon and the Prepayment Premium to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the Seller pursuant to the provisions of this contract, and together with interest on all of said sums at the Default Rate from the due date or date of each such advance to and including the date of collection;
  - (c) **Forfeiture and Repossession.** The Seller may cancel and render void all rights, titles, and interests of the Purchaser and its successors in this contract and in the Property (including all of Purchaser's then existing rights, interests, and estates therein, and timber, crops, fixtures, and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within 90 days thereafter and the Seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. The entire balance of such sums due and to become due under this contract shall be paid from the proceeds of any sale ordered by a court pursuant to RCW 61.30.120, including interest at the Default Rate to and including the sale date and all expenses incurred by the Seller as a result of such sale. Upon the forfeiture of this contract the Seller may retain all payments made hereunder by the Purchaser and may take possession of the Property ten days following the date this contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the said Property by, through or under the



Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. If the Purchaser or any person or persons claiming by, through, or under the Purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the Property more than ten days after such forfeiture, the Purchaser, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the Property, and may recover from the Purchaser or such person or persons in any such proceedings the fair rental value of the Property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorneys' fees. To the extent permitted by applicable statute, the Seller shall have the right to obtain a deficiency against the Purchaser following the forfeiture of this contract for damages caused by waste to the Property;

- (d) **Judicial Foreclosure.** To the extent permitted by any applicable statute, the Seller may judicially foreclose this contract as a mortgage, and in connection therewith, may accelerate all of the debt due under this contract if the defaults upon which such action is based are not cured within 15 days following the Seller's written notice to the Purchaser which specifies such defaults and the acts required to cure the same (within which time any monetary default may be cured without regard to the acceleration); provided, however, such cure period shall be extended for up to 30 additional days to the extent reasonably necessary to complete the cure of a nonmonetary default if the Purchaser commences such cure within 15 days following the Seller's notice and pursues it with due diligence. The Seller may, but shall not be required to, waive any right to a deficiency judgment in its foreclosure complaint. The Purchaser at any foreclosure sale may (but shall not be obligated to), during any redemption period, make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, use, preservation, and protection thereof; pay any taxes and assessments due during such period; insure the Property against loss by casualty; and pay utility bills, liens not extinguished by the foreclosure, and other amounts relating to the Property to the extent due during such redemption period, and all of such expenses and payments, together with interest thereon from the date paid to reimbursement at the rate provided by statute for any other redemption amounts, shall be included in the amount required to be paid by any person to redeem the Property. The Prepayment Premium shall be assessed upon any amounts accelerated pursuant to the terms of this paragraph, and all such amounts shall bear interest at the Default Rate from and after the date they are so accelerated to and including the date of collection;
- (e) **Specific Performance.** The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction;
- (f) **Entry Upon Agricultural Property.** In the event the parties hereto have indicated in the Specific Terms of this contract that the Property is to be used principally for agricultural or farming purposes, the Seller shall have the right, following three days' prior written notice to the Purchaser, to enter upon the Real Property from time to time to perform any one or more of the functions required of but not performed by the Purchaser in the agricultural provisions of this contract and to tend and care for any livestock and harvest, transport, store, and sell any of the crops which may be grown on the Property in such manner as the Seller shall elect. For the purposes of this paragraph, the Purchaser grants to the Seller a security interest in all of its seeds and crops, and the products and proceeds thereof, which may now or at any time hereafter be located upon or in the Property or be harvested therefrom. The exercise of this right shall not affect the liabilities of the Purchaser; provided, however, should the Seller receive any sums as a result of its actions hereunder, it shall apply the same to discharge the costs and expenses, including attorneys' fees, reasonably incurred in taking said action, together with interest thereon at the Default Rate from the date of expenditure to and including the date said proceeds are received, and the balance of such proceeds shall be applied against the Purchase Price principal last due and owing hereunder, including any Prepayment Premium applicable thereto. In the absence of receiving any such proceeds, or if and to the extent the same are insufficient to reimburse the Seller for such amounts and interest, the





Purchaser shall reimburse the Seller for such amounts and interest on demand, with said interest being calculated to and including the date of payment;

- (g) Remedies Under the Uniform Commercial Code. The Seller shall have and the Purchaser hereby grants to the Seller all of the rights and remedies contained in the Uniform Commercial Code in effect in the state of Washington as of the date of the Purchaser's default and to the extent such remedies may be applicable to the type of collateral affected thereby;
  - (h) Receivership. The parties hereto recognize and agree that in the event of default by the Purchaser in making any payments or in the performance of any of the other terms and conditions of this contract, the period of time involved in repossessing the Property, forfeiting this contract, or in obtaining possession of the Property by judicial process could cause irreparable damage to the Seller and to the Property or the possible acceleration of the debts secured by Prior Encumbrances. Therefore, the Purchaser hereby expressly agrees that in the event of any default under this contract which is not cured the Seller shall have the right to apply to the superior court of the county in which the Real Property is situated for the appointment of a receiver under Chapter 7.60 of the Revised Code of Washington (or any chapter supplemental thereto) to take charge of and maintain control of, manage, farm, or operate the Property, to evict tenants therefrom who are not then in compliance with their leases, to lease any portion or all of the Property in the name of the Purchaser on such terms as the receiver may deem advisable, to make such alterations, repairs, and improvements to the Property as the receiver may deem advisable, and to receive all rents and income therefrom and issue receipts therefor, and out of the amounts that are so received to pay all of the debts and obligations for which the Purchaser is liable hereunder prior to or during the period of the receivership, including, without limitation, payments on or for this contract, Prior Encumbrances, taxes, assessments, insurance premiums, utility bills, and cost of operating, maintaining, repairing, and managing the Property. Any sums received by the receiver in excess of said amounts shall be retained by the receiver to discharge all remaining liabilities of the Purchaser under this contract until the entirety of such obligations have been satisfied, at which point any remaining excess shall be paid to the Purchaser without interest. Regardless of the application thereof, no sums requested by or paid to the receiver shall be deemed a partial cure for the purpose of requiring a notice of insufficient cure to be given to any person under RCW 61.30.090(3); and
  - (i) Property Rental. If this contract is forfeited or foreclosed as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchaser and the Seller, and the Purchaser shall thereafter remain in possession of the Property beyond any period otherwise permitted by law, the Purchaser agrees that it will occupy the Property as a tenant at will, and the Purchaser shall be obligated to pay, and hereby promises to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two times the Installment Amounts as and when provided for in the Specific Terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute and maintain an action for summary possession of Property as provided by law.
20. PURCHASER'S REMEDIES. In the event the Seller defaults under this contract and such default continues for 15 days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.
21. REMEDIAL ADVANCES. If either party to this contract shall fail to timely pay and discharge any payments or sums for which it has agreed to be responsible herein and said failure constitutes a default under this contract, or shall by any other act or neglect violate the terms and any conditions of this contract or of any Prior



Encumbrance, the other party hereto may pay, effect, or discharge such sums as are necessary to cure such default upon giving the party required to make such payments not less than 15 days' prior written notice (except in any instance in which the Purchaser fails to obtain or maintain any insurance required herein or when immediate payment is required to avoid immediate hazards to persons or property or any foreclosure of or a similar action against or affecting any portion of the Property, in which case such notice may be given concurrently with or immediately following such payment). The party making such payment may recover from the defaulting party, upon demand, or through offsetting the same against existing or future debts, the full cost and expense of so doing, including its reasonable attorneys' fees and together with interest on said expenditures and fees at the Default Rate from the date of expenditure to and including the date of collection or the due date of any sum against which such offset is effected.

22. **CUMULATIVE REMEDIES; WAIVERS.** The remedies stated herein are cumulative and not mutually exclusive and the Seller or the Purchaser may pursue any other or further remedies to enforce their respective rights under this contract; provided, however, except as provided in this contract with respect to the Purchaser's transfer of the Property, the Seller shall not have the right to accelerate the remaining balance of the Purchase Price in the event the Seller elects to forfeit the Purchaser's interest in the Property and such forfeiture is being enforced or is completed. In any action or proceeding to recover any sum or to enforce any remedy provided for herein, no defense of adequacy of security or that resort must first be taken against any particular security or any other person shall be asserted, and the Purchaser hereby expressly waives any legal or equitable rights that the Purchaser may have with respect to marshaling of assets. The Seller shall not be required to tender its deed or bill of sale as a condition precedent to the enforcement of any remedy hereunder. In the event any check is tendered which is not honored upon first presentation because of any stop payment directive or insufficient funds, the payee's rights shall be reinstated as if such check had not been delivered. No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant, or condition hereof.
23. **COSTS AND ATTORNEYS' FEES.** If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, collection agency charges; expenses of preparing, serving, mailing, posting, publishing, and recording any notices; title search expenses; and reasonable attorneys' costs and fees, and the failure of the defaulting party to promptly pay the same shall itself constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' costs and fees, including such costs and fees that are incurred in connection with any forfeiture, foreclosure, public sale, action for specific performance, injunction, damages, waste, deficiency judgment, unlawful detainer, or to contest the reasonableness of any person's costs or attorneys' fees, and any mediation, arbitration, bankruptcy, probate, appeal, or other proceeding. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity and shall bear interest at the Default Rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.
24. **NOTICES.** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the Specific Terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner herein above set forth and by causing a copy of such change to be properly



recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the US mail and irrespective of actual receipt of such notice by the addressee.

25. **TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.
26. **PARAGRAPH HEADINGS.** The word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or meaning of those paragraphs or subparagraphs.
27. **GENDER AND NUMBER.** The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural, as the case may be.
28. **DEFINITIONS.** As used herein the term "Property" means all of the estate, right, title, and interest currently held and hereafter acquired by the Seller in and to the Real Property and Personal Property described herein and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber and crops thereon and any repairs, improvements, replacements, and additions thereto whether made, erected, or constructed by the Seller or the Purchaser prior to or subsequent to the date hereof. All capitalized terms in this contract shall have the meanings ascribed herein or set forth opposite the same in the Specific Terms of this contract. References to the Seller's deed or fulfillment deed herein shall include assignments of a vendee's interest under a prior real estate contract, provided, however, any form of conveyance shall contain the warranties to which the Purchaser is entitled under this contract or other agreement with the Seller.
29. **INVALIDITY.** In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated. The intention of the Seller is to charge the Purchaser a lawful rate of interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amounts so determined to be above the legal rate shall be applied against the last installments of principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holder of this contract, said excess shall be refunded to the Purchaser on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this contract pertains. The intention of the parties hereto is to assess a legal rate of interest on default, and if the Default Rate is determined by any court of competent jurisdiction to exceed the maximum rate of interest permitted by law for such purposes, the Default Rate shall be reduced to the highest rate so permitted, with any excess theretofore paid being applied against any debt of the defaulting party in inverse order of maturity, or if in excess of such debt, being refunded upon demand without interest.
30. **LEGAL RELATIONSHIPS.** The parties to this contract execute the same solely as a seller and a buyer. No partnership, joint venture, or joint undertaking shall be construed from these presents, and, except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefitted by this contract. All persons executing this contract in their individual capacities (or as a general partner or other capacity causing them to be personally liable) acknowledge that this agreement benefits their marital communities and personal recourse



may be obtained against the separate property and marital community of any such person and the marital community of such person's spouse.

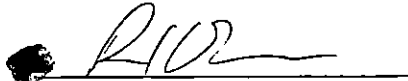
31. **SUCCESSORS.** Subject to the restrictions contained herein, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust, and assigns, provided, however, no person to whom this contract is pledged or assigned for security purposes by either party hereto shall, in the absence of an express, written assumption by such party, be liable for the performance of any covenant herein. Any assignee of any interest in this contract, or any holder of any interest in the Property, shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but except as otherwise required by law, no notices in addition to those provided for in this contract need be given.
32. **APPLICABLE LAW.** This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Real Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.
33. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.


THE SELLER AND THE PURCHASER HEREBY AGREE TO THE TERMS HEREIN ABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS (INCLUDING ANY EXHIBITS ATTACHED) AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this agreement as of the date first above stated.

SELLER

PURCHASER

  
Robin L. Knoke

  
Ellen Knoke

Slug's End, LLC, a Washington limited liability company

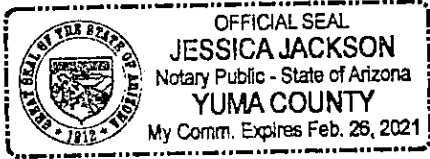
By:   
Douglas Holzman, Member



STATE OF ARIZONA  
COUNTY OF YUMA

I certify that I know or have satisfactory evidence that Robin L. Knoke and Ellen Knoke are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/10/2018



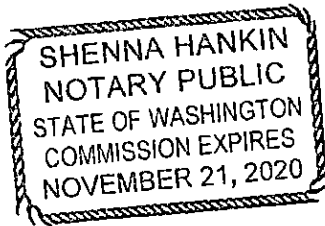
*[Handwritten Signature]*

Notary Signature  
Notary Printed Name: JESSICA JACKSON  
Notary Public in and for the state of: AZ  
Residing at: YUMA, ARIZONA  
My appointment expires: 2/26/2021

STATE OF WASHINGTON  
COUNTY OF KLICKITAT

I certify that I know or have satisfactory evidence that Douglas Holzman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member of Slug's End, LLC, a Washington limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

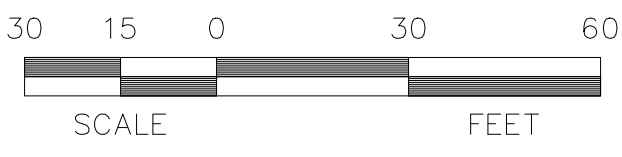
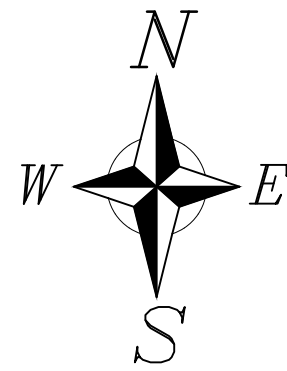
Given under my hand and official seal this 12 day of January, 2018.



*[Handwritten Signature]*

Notary Signature  
Notary Printed Name: Shenna Hankin  
Notary Public in and for the state of Washington  
Residing at: Sumner  
My appointment expires: NOV 21 2020

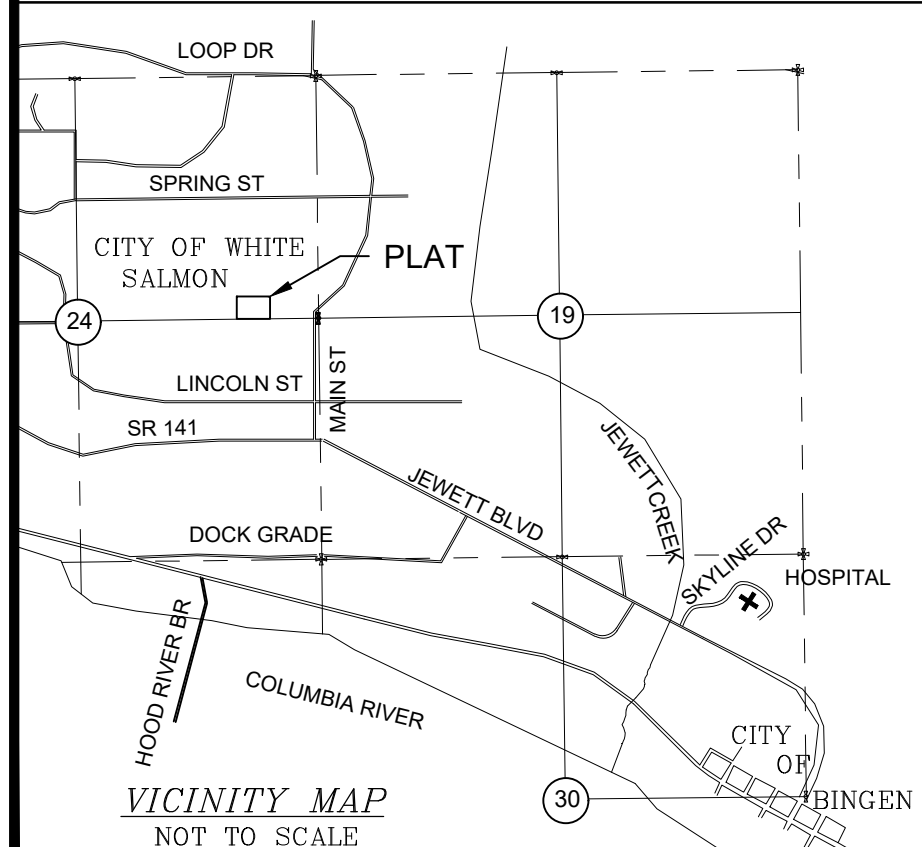
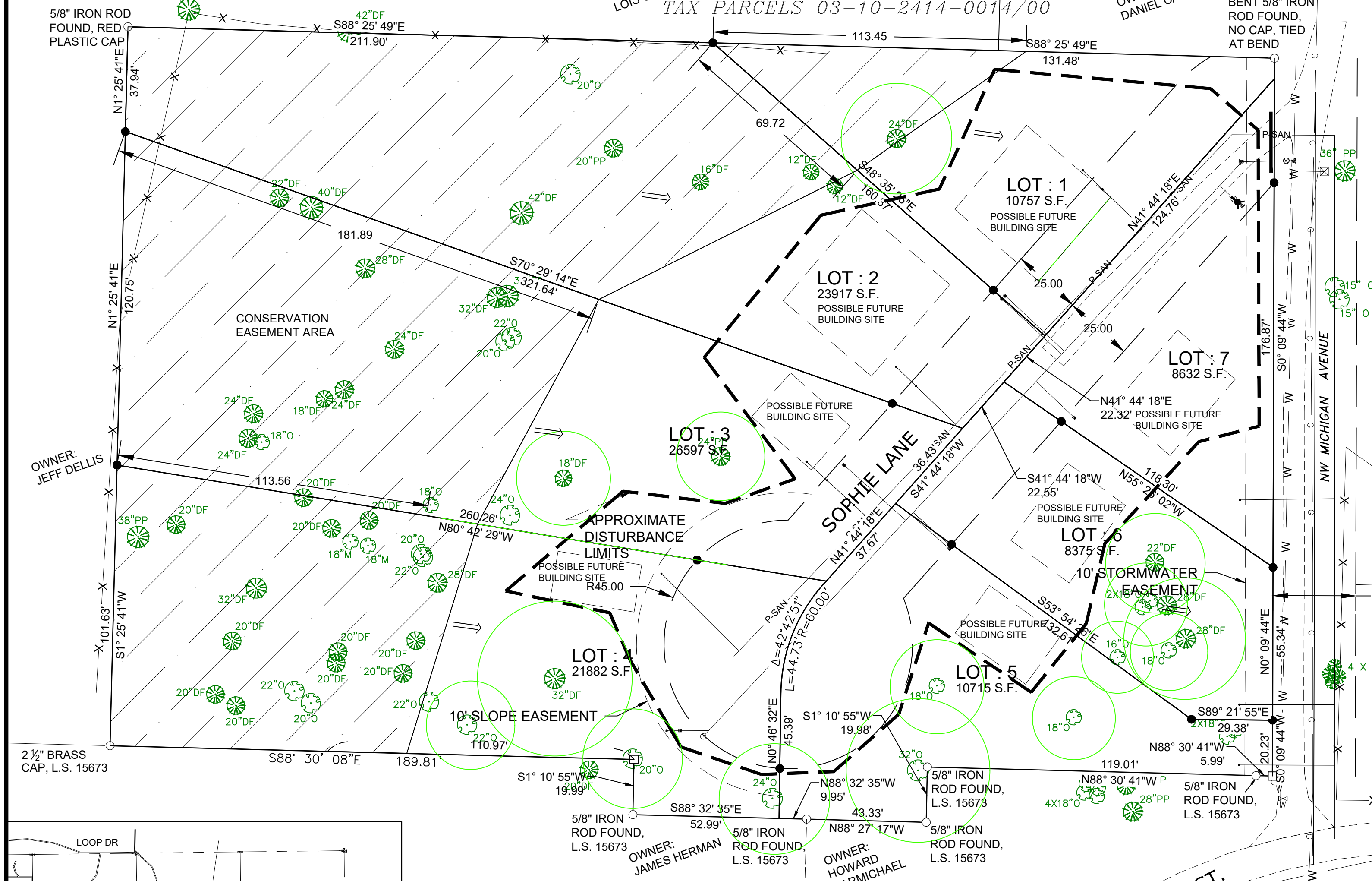




# SLUG'S END SUBDIVISION WS-SUB-2019-XXX IN THE CITY OF WHITE SALMON

IN THE SE1/4 NE1/4 OF SECTION 24, R 3 N, R 10 E, WM  
Klickitat County, Washington

TLs 35, 35A, 36, 36A IN SENE AND TL 77E IN NESE IRR TRACTS TO W.S.  
LOIS TAX PARCELS 03-10-2414-0014/00



**LEGEND**

- SET 5/8"X24" REBAR W/ PLASTIC CAP
- EXISTING MONUMENT OF RECORD
- CALCULATED CORNER/NOT SET
- EXISTING FENCE
- ⇒ DRAINAGE DIRECTION

**BASIS OF BEARINGS**  
WASHINGTON SOUTH, STATE PLANE, GRID BEARINGS & U.S. FEET.  
VERTICAL DATUM IS NAVD88

**REFERENCES**  
SURVEY'S 24114  
VOLUME 2, PAGE 19 OF PLATS  
VOLUME 1, PAGE 2 OF SHORT PLATS

**MONUMENTS VISITED**  
FEBRUARY 2019

**LEGAL DESCRIPTION-TOTAL PARCEL**  
TLs 35, 35A, 36 AND 36A IN THE SE1/4NE1/4 AND TL 77E IN NE1/4SE1/4  
IRR. TRACTS, ALL IN SEC. 24, T 3 N, R 10 E.

We, Owners of the plot of SLUGS END SUBDIVISION shown herein, hereby declare that this division of land has been made with our free consent and in accordance with our desires. Further, we dedicate all roads and easements as shown, not noted as private, and waive all damages against any governmental agency arising from the construction and maintenance of said roads.

SLUGS END LLC.  
DOUG HOLZMAN, President  
WITNESS MY HAND AND OFFICIAL SEAL the day and year first written.  
Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

I hereby certify that this Subdivision has been examined by me and that it contains adequate safe provisions for water supply and access for purposes of fire protection.  
White Salmon Fire Chief \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that this Subdivision has been reviewed and examined by me and that it conforms with City of White Salmon standards for survey data, layout of roads, alley and easements, road names, and numbers, and other improvements as required, or as applicable.  
White Salmon City Administrator \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that this Subdivision has been examined by me and that it conforms with the City of White Salmon Zoning Ordinance, Comprehensive Plan and any other applicable laws and/or policies.  
White Salmon City Planner \_\_\_\_\_ Date \_\_\_\_\_

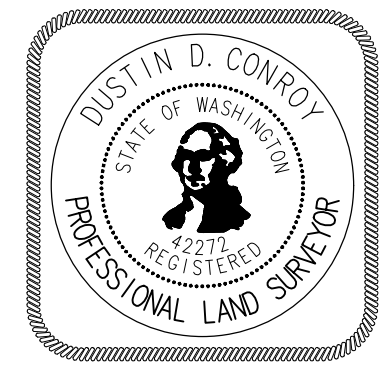
I hereby certify that this Subdivision has been examined by me and that it contains adequate provisions for water supply and sewage disposal for domestic and/or commercial use.  
White Salmon Director of Public Works \_\_\_\_\_ Date \_\_\_\_\_

I hereby certify that all taxes, and compensating taxes and/or penalties and property contained within the plat shown herein have been paid, discharged or satisfied.  
Klickitat County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

Examined and Approved this \_\_\_ day of \_\_\_\_\_, 20\_\_  
White Salmon City Council  
Mayor \_\_\_\_\_ ATTEST: \_\_\_\_\_  
City Clerk

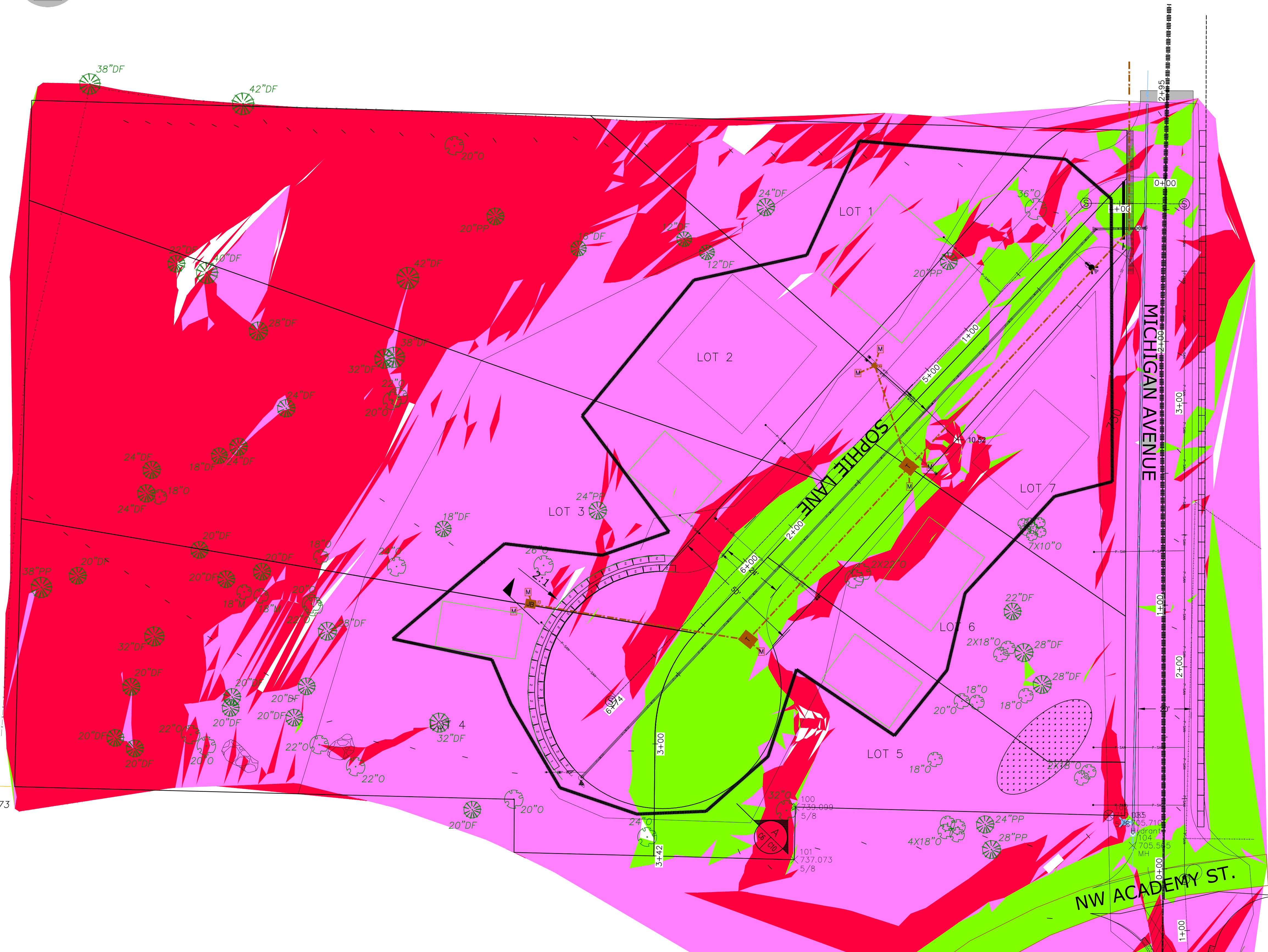
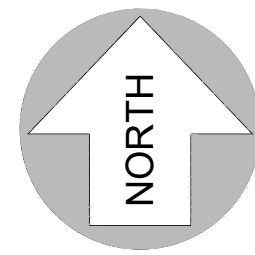
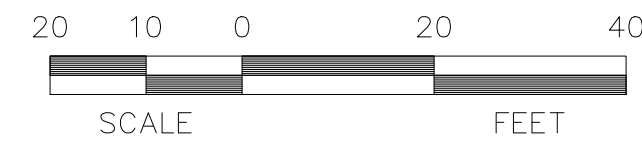
I, Dustin D. Conroy, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision, during the period of December, 2018 through May, 2019; that the distances, courses, and angles are shown thereon correctly; and that monuments other than those approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Licensed Land Surveyor PLS NO. 42272 \_\_\_\_\_ Date \_\_\_\_\_

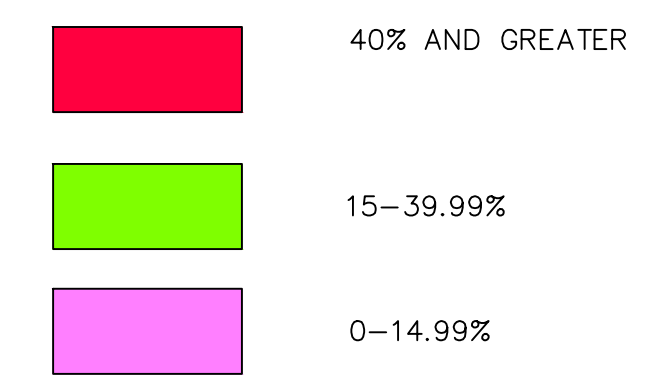


**PSE Pioneer Surveying & Engineering, Inc.**  
Civil Engineering and Land Planning  
125 E. Simcoe Drive  
Goldendale, Washington 98620  
Phone (509) 773-4945, Fax (509) 773-5808, E-Mail pse@gorge.net  
Job No 6016-SR/ERPLAT

SUBDIVISION FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_ THIS \_\_\_ DAY OF \_\_\_\_\_  
20 \_\_, AT \_\_\_\_\_ AND RECORDED IN VOLUME \_\_\_\_\_  
OF PLATS, PAGE \_\_\_ RECORDS OF KICKITAT COUNTY,  
WASHINGTON.  
Klickitat County Auditor \_\_\_\_\_ Auditors No. \_\_\_\_\_



2 1/2" BRASS  
CAP, L.S. 15673



**Pioneer Surveying & Engineering, Inc.**  
Civil/Structural Engineering and Land Planning  
125 E. Simcoe Drive  
Goldendale, Washington 98620  
Phone (509) 773-4945, Fax (509) 773-5888, E-Mail pse@gorge.net.



**SLUG'S END SUBDIVISION**  
DOUG HOLZMAN  
NW MICHIGAN AVE.  
WHITE SALMON, WA

No.	Date	Revisions
3.0	03-19	SUBMITTED FOR REVIEW
2.0	2-20-18	SUBMITTED FOR REVIEW
1.0	11-20-18	SUBMITTED FOR REVIEW

SHEET NO. **C11**  
SCALE: AS NOTED  
JOB NO. **18-XX** REV. **0**



# Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

To: City of White Salmon

From: Dustin Conroy, PE/PLS

CC: Doug Holzman

Date: September 12, 2018 Updated June 6, 2019

RE: Tax Parcel 03102414001400, Michigan Av., White Salmon, Washington

## Introduction

Pioneer Surveying and Engineering was contacted by the property owner (Doug Holzman) to assess project compliance with the City of White Salmon's Critical Areas Ordinance. The property owner is proposing a 7 Lot Subdivision along the west side of Michigan Ave. Tax parcel 03102414001400 is located in the SE1/4 of the NE1/4 of Section 24, T3N, R10E. WM, Klickitat County Washington.

## Background Information

The site topography slopes to the east at an approximate slope of 60-30%. Michigan Ave borders the property to the east. Academy Street borders the property to the south and vacant unimproved land boards to the north and west.

Soils mapped on the site according to the Natural Resources Conservation Service soil survey for Klickitat Count are shown in Attachment A.

According to the U.S. Fish and Wildlife Service National Wetlands Inventory online mapper, no wetlands are identified on the parcel. See Attachment B.

According to an online database search of WDFW's priority habitats and species, occurrences of mule and black-tailed deer, northern spotted owl, and California mountain lion have been documented within the same township as the project site. The project site is located within an oak/pine mixed forest. See Attachment C.

Flood Insurance Rate Map from the FEMA website indicates that that the property is outside of any frequently flooded area. See Attachment D.

The City of White Salmon Critical Ares Ordinance Map: Slope Hazards dated June 2018 indicates that slopes of 40% and up are located on the western portion of the lots. This area currently is treed and vegetated with grass and undergrowth.

## Proposed Project

The proposed project consists of creating 7 residential lots. The proposed lots will be accessed off Michigan Ave. by public roadway. Public utilities are in Michigan Ave. and will be extended to serve the lots.





# Pioneer Surveying and Engineering, Inc.

## Civil Engineering and Land Planning

### Habitat Impact Analysis

The project will result in approximately 25,000 square feet of permanent disturbance. Seven additional residential houses are proposed. According to google earth imagery, existing single-family dwellings are located to the east of the parcel and new multi-family structures are under construction to the south. These proposed lots also have existing utilities that serve the existing residence. Therefore, the proposed project fits with the surrounding land use and is not expected to have an adverse impact.

A letter has been prepared by AKS Engineering and Forestry addressing the impacts to habitat.

### Slope Hazard Analysis

Seven additional residential houses are proposed on the eastern portion of the parcel. The steep slopes located on the western portion of the parcel is currently treed and vegetated with grass and undergrowth. The subdivision proposes to keep the trees and vegetation in place and not impact the steeply sloped area. The eastern portion of the parcel has existing slopes of less 40%. Development in areas of slopes greater than 40% is not allowed under ordinance 18.10.412. There is no development proposed in areas with slopes greater than 40%. The developed area of the proposed projects has slopes in the 15% to 40% area. Typical engineering practices for slopes in this range should be followed.

### Conclusion

The proposed subdivision will provide 7 additional residential house lots. The additional lots fit with the surrounding land use is not expected to have an adverse impact.

- Temporarily disturbed habitat will be seed with a native seed mixture.
- The site development will not occur in a geologically hazardous areas.
- According to the U.S. Fish and Wildlife Service National Wetlands Inventory online mapper, no wetlands are identified on the parcel.
- The property is outside the floodway.
- Steeply sloped areas will be avoided.

Please do not hesitate to contact me with any questions.

Dustin Conroy, PE/PLS

### List of Figures

Attachment A - Natural Resources Conservation Service Soil Survey  
Attachment B - U.S. Fish and Wildlife Service National Wetlands Inventory  
Attachment C - WDFW's priority habitats and species  
Attachment D – FEMA Flood Insurance Rate Map  
Attachment E – City of White Salmon Critical Areas Map: Slope Hazards  
Attachment F- AKS Engineering and Forestry Letter



# **Pioneer Surveying and Engineering, Inc.**

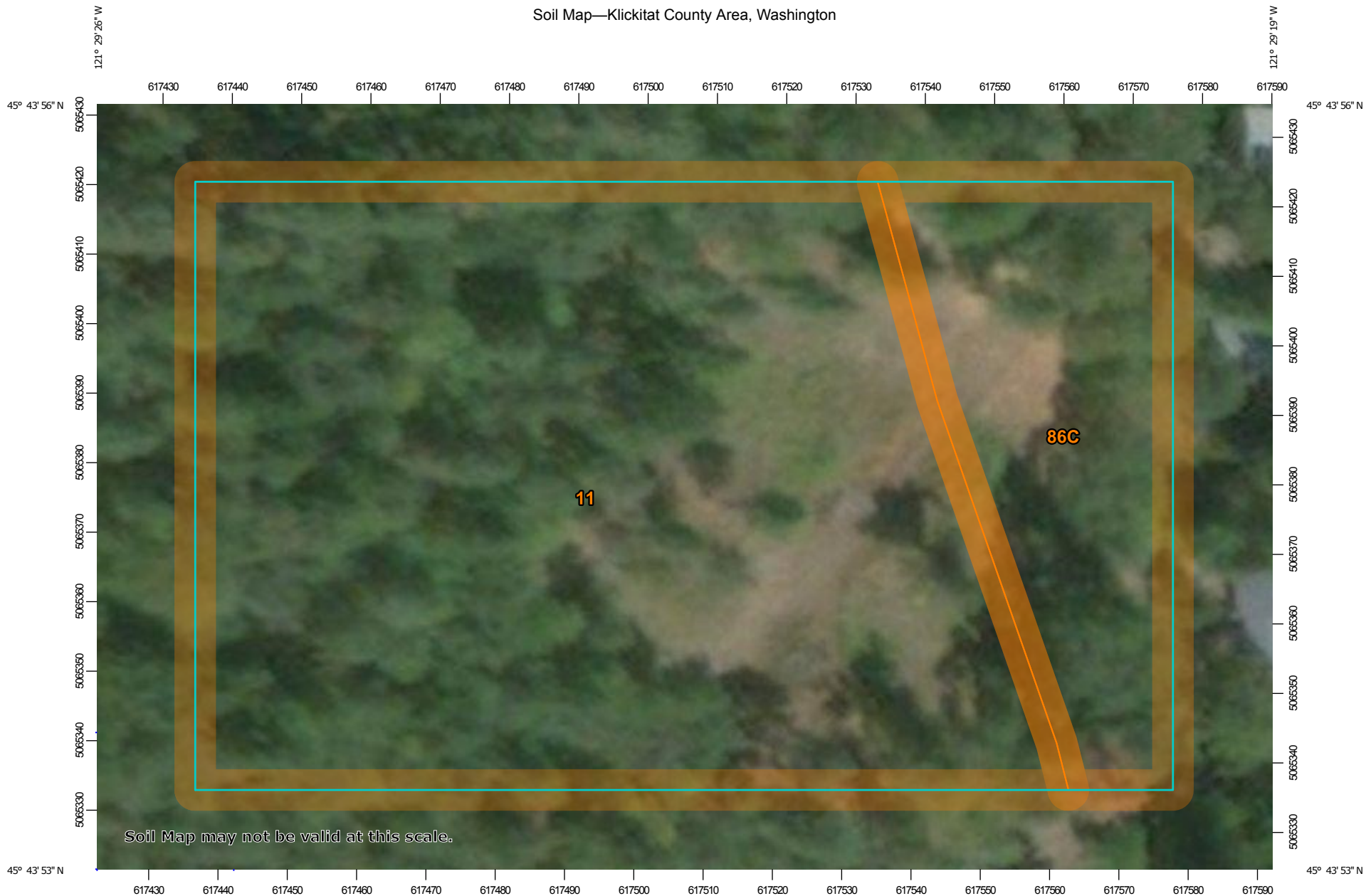
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Civil Engineering and Land Planning

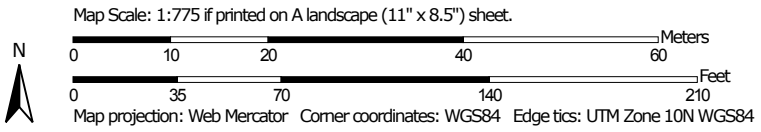
## **ATTACHMENT A**

**Natural Resources Conservation Service Soil Survey**

Soil Map—Klickitat County Area, Washington




Soil Map may not be valid at this scale.



### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**


 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
 Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Klickitat County Area, Washington  
 Survey Area Data: Version 12, Sep 7, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 5, 2014—Sep 21, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Xerands, 25 to 45 percent slopes	2.4	79.2%
86C	Chemawa ashy loam, 15 to 30 percent slopes	0.6	20.8%
<b>Totals for Area of Interest</b>		<b>3.1</b>	<b>100.0%</b>



**ATTACHMENT B**

**U.S. Fish and Wildlife Service National Wetlands Inventory**



September 12, 2018

**Wetlands**

- Estuarine and Marine Deepwater
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine
- Lake
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



## **ATTACHMENT C**

**WDFW's priority habitats and species**





# WASHINGTON DEPARTMENT OF FISH AND WILDLIFE PRIORITY HABITATS AND SPECIES REPORT

SOURCE DATASET: PHSPublic  
REPORT DATE: 09/12/2018 1.54

Query ID: P180912135344

Common Name	Site Name	Priority Area	Accuracy	Federal Status	Sensitive Data	Source Entity
Scientific Name	Source Dataset	Occurrence Type		State Status	Resolution	Geometry Type
Notes	Source Record	More Information (URL)		PHS Listing Status		
	Source Date	Mgmt Recommendations				
California mountain Lampropeltis zonata	WS_OccurPoint 10233 June 09, 1985	Occurrence Biotic detection  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	1/4 mile (Quarter)	N/A Candidate  PHS LISTED	Y QTR-TWP	WA Dept. of Fish and Wildlife Points
California mountain Lampropeltis zonata	WS_OccurPoint 51909 July 17, 2006	Occurrence Biotic detection  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	Map 1:24,000 <= 40	N/A Candidate  PHS LISTED	Y QTR-TWP	WA Dept. of Fish and Wildlife Points
California mountain Lampropeltis zonata	WS_OccurPoint 110972 July 15, 2009	Occurrence Biotic detection  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	Map 1:12,000 <= 33	N/A Candidate  PHS LISTED	Y QTR-TWP	WA Dept. of Fish and Wildlife Points
Mule and black-tailed deer Odocoileus hemionus	LOWER WHITE SALMON PHSREGION 905012	Regular Concentration Regular concentration  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	1/4 mile (Quarter)	N/A N/A  PHS LISTED	N AS MAPPED	WA Dept. of Fish and Wildlife Polygons
Northern Spotted Owl Strix occidentalis	WS_OwlStatus_Buf	Management Buffer Management buffer  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	NA	Threatened Endangered  PHS Listed	Y TOWNSHIP	WA Dept. of Fish and Wildlife Polygons
Northern Spotted Owl Strix occidentalis	WS_OwlStatus_Buf	Management Buffer Management buffer  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	NA	Threatened Endangered  PHS Listed	Y TOWNSHIP	WA Dept. of Fish and Wildlife Polygons
Northern Spotted Owl Strix occidentalis	WS_OccurPoint 103513 May 13, 1993	Occurrence Biotic detection  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	Map 1:100,000 <=	Threatened Endangered  PHS LISTED	Y TOWNSHIP	WA Dept. of Fish and Wildlife Points








Common Name	Site Name	Priority Area	Accuracy	Federal Status	Sensitive Data	Source Entity
Scientific Name	Source Dataset	Occurrence Type		State Status	Resolution	Geometry Type
Notes	Source Record	More Information (URL)		PHS Listing Status		
	Source Date	Mgmt Recommendations				
Northern Spotted Owl Strix occidentalis	WS_OccurPoint 100763 April 19, 1990	Occurrence Biotic detection  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	Map 1:100,000 <=	Threatened Endangered  PHS LISTED	Y TOWNSHIP	WA Dept. of Fish and Wildlife Points
Northern Spotted Owl Strix occidentalis	WS_OwlStatus_Buf	Management Buffer Management buffer  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	NA	Threatened Endangered  PHS Listed	Y TOWNSHIP	WA Dept. of Fish and Wildlife Polygons
Oak/Pine Mixed Forest	N/A KlicOak	Terrestrial Habitat Terrestrial habitat  <a href="http://wdfw.wa.gov/publications/pub.php?">http://wdfw.wa.gov/publications/pub.php?</a>	NA	N/A N/A  PHS LISTED	N AS MAPPED	WDFW Wildlife Program Polygons

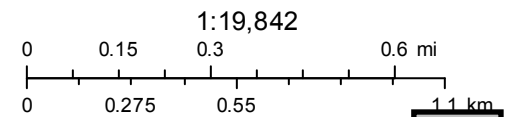
DISCLAIMER. This report includes information that the Washington Department of Fish and Wildlife (WDFW) maintains in a central computer database. It is not an attempt to provide you with an official agency response as to the impacts of your project on fish and wildlife. This information only documents the location of fish and wildlife resources to the best of our knowledge. It is not a complete inventory and it is important to note that fish and wildlife resources may occur in areas not currently known to WDFW biologists, or in areas for which comprehensive surveys have not been conducted. Site specific surveys are frequently necessary to rule out the presence of priority resources. Locations of fish and wildlife resources are subject to variation caused by disturbance, changes in season and other factors. WDFW does not recommend using reports more than six months old.

# WDFW Test Map



September 12, 2018

- |  |   |  |
|--|---|--|
|  PHS Report Clip Area | <b>POLY</b>   |  QTR-TWP  |
|  PT                   |  AS MAPPED |  TOWNSHIP |
|  LN                   |  SECTION   |  |

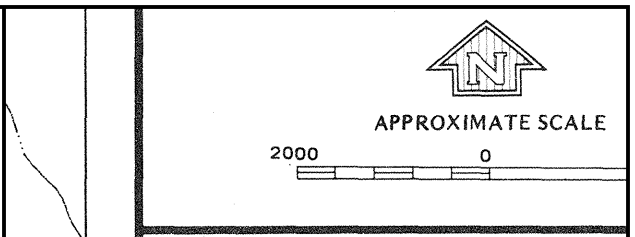
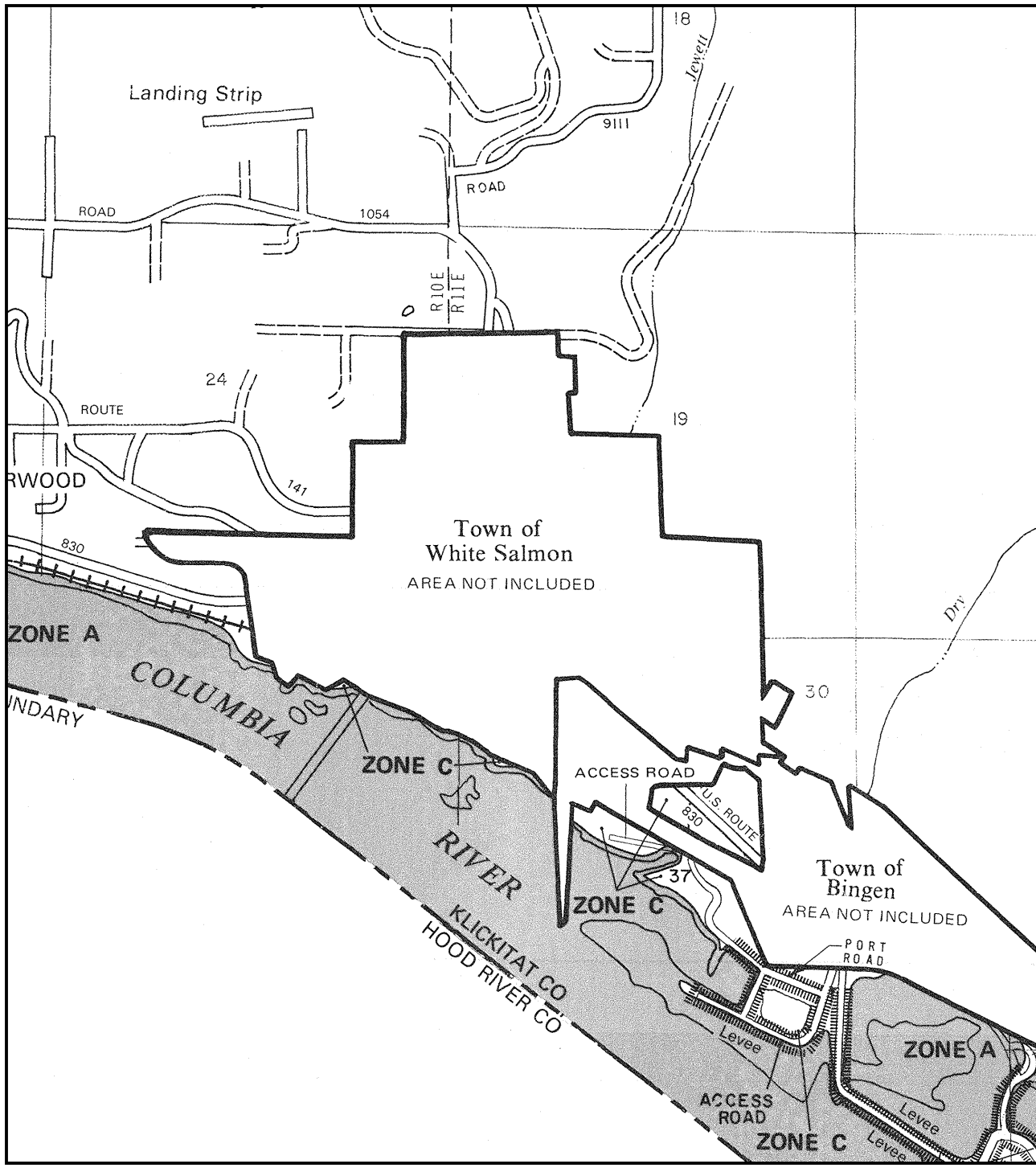


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CN DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**ATTACHMENT D**

**FEMA Flood Insurance Rate Map**



**NATIONAL FLOOD INSURANCE PROGRAM**


**FIRM**  
**FLOOD INSURANCE RATE MAP**

**Klickitat County,  
WASHINGTON**  
(UNINCORPORATED AREAS)

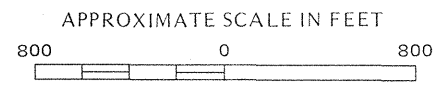
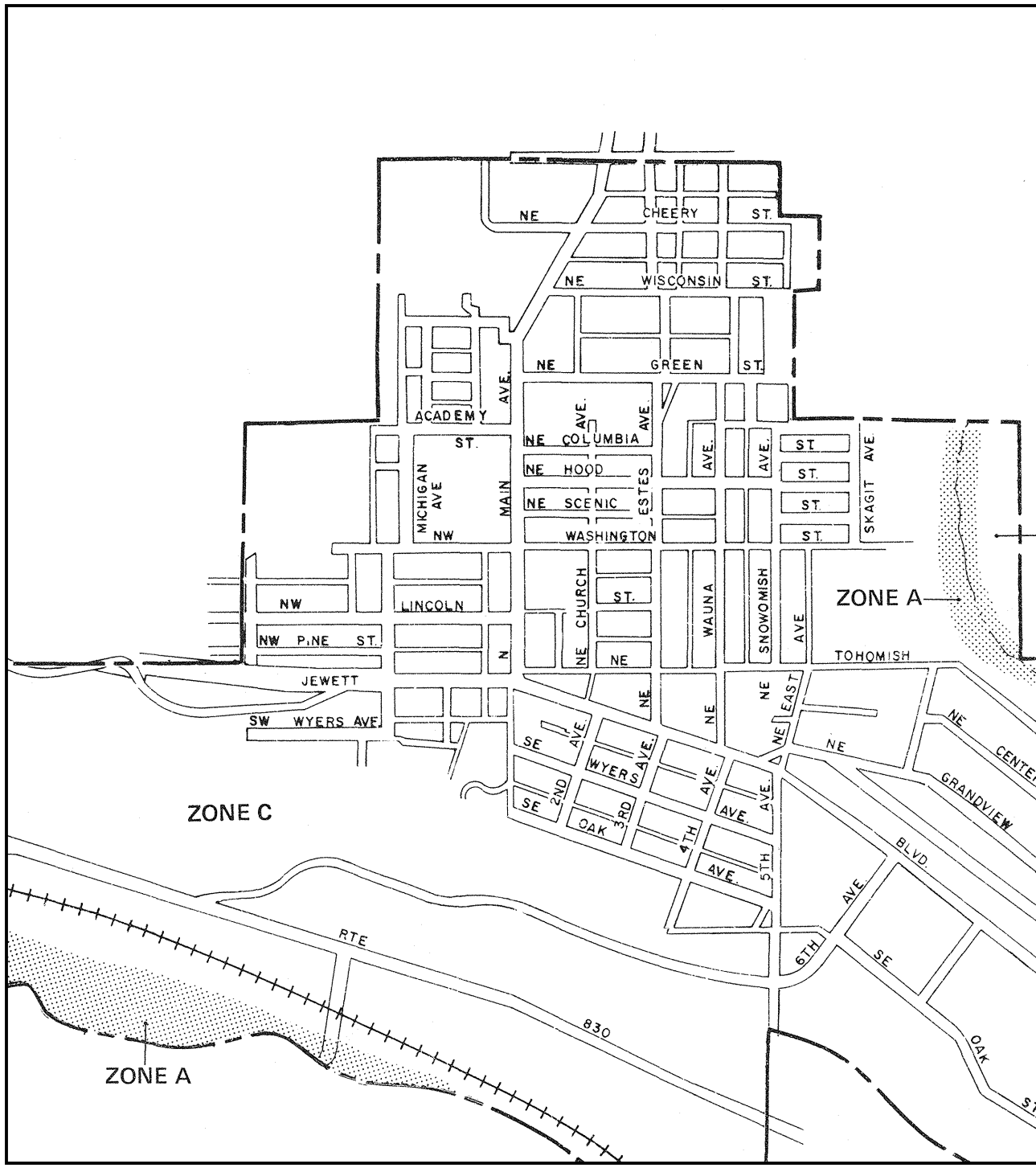
**PANEL 375 OF 550**  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**  
**530099 0375 B**

**EFFECTIVE DATE:**  
**JULY 2, 1981**

  
federal emergency management agency  
federal insurance administration

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

TOWN OF  
**WHITE SALMON,**  
WASHINGTON  
Klickitat County

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER  
530305 0005 A

EFFECTIVE DATE:  
MARCH 18, 1985



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

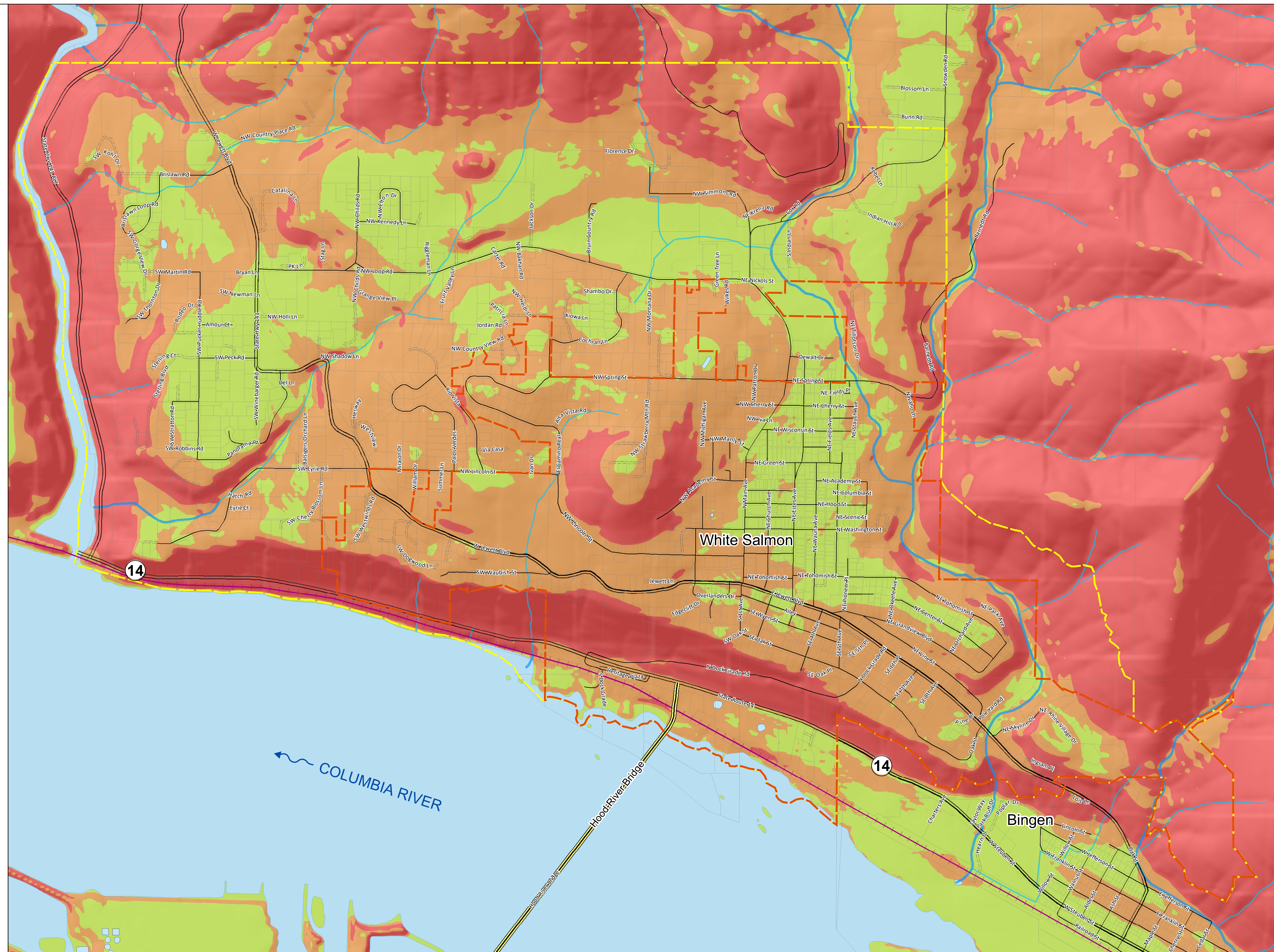


**ATTACHMENT E**

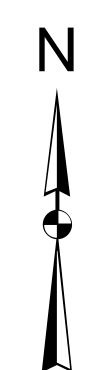
**City of White Salmon Critical Areas Map: Slope Hazards**

# Map Symbols

- Percent Slope**
- 0%- 14.99%
  - 15%-39.99%
  - 40% and Up
- White Salmon City Limits  
 White Salmon Urban Growth Boundary  
 Parcel Lines  
 Water Bodies
- Roads**
- Bridge
  - City; County; Other Govt
  - Private
  - State
  - railroad



0 500 1,000 2,000 Feet



## City of White Salmon Critical Areas Map: Slope Hazards **DRAFT**

June 2018







**ATTACHMENT F**

**AKS Engineering and Forestry Habitat Letter**



BEND, OR  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703  
(541) 317-8429  
www.aks-eng.com

KEIZER, OR  
3700 River Road N, Suite 1  
Keizer, OR 97303  
(503) 400-6028

TUALATIN, OR  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

VANCOUVER, WA  
9600 NE 126th Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

**Date:** 5/31/2019  
**To:** Dustin Conroy, Pioneer Surveying and Engineering, Inc.  
**From:** Stacey Reed, PWS, Senior Wetland Scientist  
**Project:** Long Subdivision – WS-SUB-2019-002  
**Site Location:** Parcel 03102414001400  
**Subject:** **Fish and Wildlife Habitat Conservation Areas**

---

This memorandum was prepared to address additional information requested by the City of White Salmon (City) for a seven (7) lot short plat located on a 3.02 acres-parcel (parcel ID 03102414001400) owned by Slugs End LLC. Per the April 25, 2019 incompleteness letter, the City has requested additional information regarding the presence of Oregon white oak and mule/black deer priority habitat on the site.

A site visit was conducted by WDFW Habitat Biologist Amber Johnson and Underwood Conservation Biologist District Manager Tova Tillinghast. Both Amber and Tova determined Western Grey Squirrel and Northern Spotted Owl priority species and habitat are not present on the site (per March 28, 2019 Underwood Conservation District Letter).

Mule and black-tailed deer are considered priority species in Washington due to their recreational, commercial, and/or tribal importance. Areas considered to be priority for conservation by WDFW include breeding areas, migration corridors, and regular concentrations in winter. Preferred habitats include brushy, logged lands and coniferous forests. The site is surrounded by development and steep bluffs, lacking suitable habitat for breeding, winter concentrations, or migratory corridors for deer. Therefore, habitat on the site does not meet the PHS definition for mule and black-tailed deer nor do this species warrant protection by the City (WSMC 18.10.311.A.2.p).

A stand of Oregon white oak (*Quercus garryana*) trees are present along the western edges of the site. The oak stand may be considered a priority oak woodland habitat, protected by the City under WSMC 18.10.311.A.3.d. Impact to this priority oak habitat on the site is not expected. The stand is located along the steeper sloped portion of the site, outside of the development footprint.

Please let me know if you have any questions regarding the information presented in this memo.

Stacey Reed, PWS  
Senior Wetland Scientist



BEND, OR  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703  
(541) 317-8429  
www.aks-eng.com

KEIZER, OR  
3700 River Road N, Suite 1  
Keizer, OR 97303  
(503) 400-6028

TUALATIN, OR  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

VANCOUVER, WA  
9600 NE 126th Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

**Date:** 5/31/2019  
**To:** Dustin Conroy, Pioneer Surveying and Engineering, Inc.  
**From:** Stacey Reed, PWS, Senior Wetland Scientist  
**Project:** Long Subdivision – WS-SUB-2019-002  
**Site Location:** Parcel 03102414001400  
**Subject:** **Fish and Wildlife Habitat Conservation Areas**

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This memorandum was prepared to address additional information requested by the City of White Salmon (City) for a seven (7) lot short plat located on a 3.02 acres-parcel (parcel ID 03102414001400) owned by Slugs End LLC. Per the April 25, 2019 incompleteness letter, the City has requested additional information regarding the presence of Oregon white oak and mule/black deer priority habitat on the site.

A site visit was conducted by WDFW Habitat Biologist Amber Johnson and Underwood Conservation Biologist District Manager Tova Tillinghast. Both Amber and Tova determined Western Grey Squirrel and Northern Spotted Owl priority species and habitat are not present on the site (per March 28, 2019 Underwood Conservation District Letter).

Mule and black-tailed deer are considered priority species in Washington due to their recreational, commercial, and/or tribal importance. Areas considered to be priority for conservation by WDFW include breeding areas, migration corridors, and regular concentrations in winter. Preferred habitats include brushy, logged lands and coniferous forests. The site is surrounded by development and steep bluffs, lacking suitable habitat for breeding, winter concentrations, or migratory corridors for deer. Therefore, habitat on the site does not meet the PHS definition for mule and black-tailed deer nor do this species warrant protection by the City (WSMC 18.10.311.A.2.p).

A stand of Oregon white oak (*Quercus garryana*) trees are present along the western edges of the site. The oak stand may be considered a priority oak woodland habitat, protected by the City under WSMC 18.10.311.A.3.d. Impact to this priority oak habitat on the site is not expected. The stand is located along the steeper sloped portion of the site, outside of the development footprint.

Please let me know if you have any questions regarding the information presented in this memo.

Stacey Reed, PWS  
Senior Wetland Scientist

**CITY OF WHITE SALMON PLANNING DEPARTMENT  
NOTICE OF DEVELOPMENT APPLICATION AND SEPA COMMENT PERIOD**

For

**Slugs End LLC, Residential Subdivision  
File #WS-SUB-2019.001 and #WS-SEPA-2019.002**

Notice is hereby given that Doug Holzman and Rick Bretz (Applicants), on behalf of Slugs End LLC, filed a State Environmental Policy Act (SEPA) checklist (#WS-SEPA-2019.002) in conjunction with an application for a residential subdivision development (#WS-SUB-2019.001) to divide a 3.02-acre parcel into seven (7) residential lots. The proposed residential subdivision will contain single-family lots at build out. The subject property is zoned Single-Family Residential (R-1) and is parcel number 03102414001400. The project site includes critical areas in the form of oak habitat and steep slopes. The application was determined complete on July 8, 2019.

The property is identified as Klickitat County Parcel Number 03102414001400; abbreviated legal description: TLS 35, 35A, 36 & 36A IN SENE; TL 77E IN NESE IRR TRACTS TO WS of Section 24, Township 3 North, Range 11 East, White Salmon, WA.

The application submitted by Slugs End LLC includes the SEPA checklist and preliminary plat plan. Other submittal documents are available for viewing at White Salmon City Hall, 100 N. Main, White Salmon, Washington during regular business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

A SEPA determination has not yet been made. The City (Lead Agency) will issue the SEPA determination for public comment within 90 days of the date that the application was determined complete.

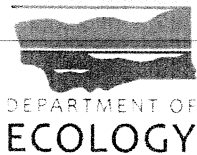
A decision on the residential subdivision development application will be made within 90 days of the date of the application was determined complete, which was July 8, 2019. A public hearing before the Planning Commission is required for this project and will be scheduled at a later time. A separate public notice for the public hearing will be mailed to all property owners within 300-feet (within city limits) of the subject development and published in the Enterprise newspaper.

Any person desiring to express his or her views or to be notified of the action taken on this application should notify the City of White Salmon in writing of his or her interest within fourteen (14) days of the date of publication of this notice which is July 17, 2019. Written comments must be received no later than 4:30 PM on **July 31, 2019**. Comments can be submitted by mail to City of White Salmon, PO Box 2139, White Salmon WA 98672 or in person at City Hall, 100 N. Main St., White Salmon WA 98672. Email correspondence **will not** be accepted.

Patrick R. Munyan, Jr, City Administrator  
City of White Salmon Planning Department  
PO Box 2139  
White Salmon, WA 98672  
(509) 493-1133

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Published in The Enterprise record on July 17, 2019  
Posted on bulletin boards at White Salmon City Hall, White Salmon Post Office and White Salmon Library.  
Mailed to property-owners within 300-feet (within City limits) on July 17, 2019



## SEPA ENVIRONMENTAL CHECKLIST

[Www.ecy.wa.gov](http://www.ecy.wa.gov) > [SEA Program](#) > [SEPA Home](#) > [SEPA Environmental Checklist](#)

### ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

### ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

### ***Use of checklist for nonproject proposals:***

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

## A. BACKGROUND

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1. Name of proposed project, if applicable:  
Holzman Subdivision
2. Name of applicant:  
Doug Holzman
3. Address and phone number of applicant and contact person:  
PO Box 1233  
Hood River OR 97031  
51.490.3208
4. Date checklist prepared:  
September 2018
5. Agency requesting checklist:  
City of White Salmon
6. Proposed timing or schedule (including phasing, if applicable):  
To begin construction fall of 2018
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
No future plans for additions.
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
A critical Areas study has been prepared for the project
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
No, there are no additional applications.
10. List any government approvals or permits that will be needed for your proposal, if known.  
City of White Salmon approvals and permits.
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)  
Application for a 7 lot subdivision on a 3.02 acre parcel.
12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section,

township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

IN THE SE1/4 OF THE NE1/4 OF SECTION 24, T 3 N, R 10 E, W.M. LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ACADEMY ST. AND MICHIGAN AVE.

## B. ENVIRONMENTAL ELEMENTS

### 1. EARTH

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

b. What is the steepest slope on the site (approximate percent slope)?

60% slopes on the western portion of the property. The buildable area is 30% and less.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Ashy Loam

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

NO

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

For construction and grading of roads and home sites. It is the intent to use materials sourced from the site to use for bedding roads and for use in the cuts and fills to create the necessary. Gravel will be imported to the site from an approval rock quarry.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Yes the site is located on sloping site. Erosion could occur during construction until the site has been stabilized.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

17%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

In industry standard techniques to control and reduce the impact of the land. Stormwater BMP's will be installed during construction.

---

## 2. AIR

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Dust and emmisoins from construction activity.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Dust mitigation techniques to help control as needed. Water trucks will be on hand to mitigate dust emissions, if needed.

## 3. WATER

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There are no surface waterbodies in the immediate vicinity.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

- b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the



well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

A sewer system connected to the City of White Salmon sewer system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater form rainfall will be calculated and a collection and containment system will be designed, engineered and installed to meet City and State requirments.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

No

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Stormwater form rainfall will be calculated and a collection and containment system will be designed, engineered and installed to meet City and State requirments.

---

#### 4. PLANTS

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

Orchards, vineyards or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?  
Any tree that has succumb to pine beetle, minimal amounts of scrub oak, pine and fir trees. Some removal of poison oak plants.
- c. List threatened and endangered species known to be on or near the site.  
None
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:  
Disturbed areas will be revegetated with native plants.
- e. List all noxious weeds and invasive species known to be on or near the site.  
Unknown.

**5. ANIMALS**

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:  
 mammals: deer, bear, elk, beaver, other:  
 fish: bass, salmon, trout, herring, shellfish, other \_\_\_\_\_

- b. List any threatened and endangered species known to be on or near the site.  
Northern Spotted Owl
- c. Is the site part of a migration route? If so, explain.  
No.
- d. Proposed measures to preserve or enhance wildlife, if any:  
The western portion of the site will not be developed.
- e. List any invasive animal species known to be on or near the site.  
Unknown.

**6. ENERGY AND NATURAL RESOURCES**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The homes will be serviced with natural gas, and KPUD electrical power.

b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

None.

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## 7. ENVIRONMENTAL HEALTH

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.

None.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

There is a high pressure nature gas main located in Michigan Street.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None.

4) Describe special emergency services that might be required.

None.

5) Proposed measures to reduce or control environmental health hazards, if any:

None.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Typical construction noise.

3) Proposed measures to reduce or control noise impacts, if any:

None.

---

## 8. LAND AND SHORELINE USE

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.  
Single Family residential and vacant land.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?  
No.
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting?  
If so, how:  
No.
- c. Describe any structures on the site.  
None.
- d. Will any structures be demolished? If so, what?  
None.
- e. What is the current zoning classification of the site?  
R1 Single Family Residential and R-2 Two-Family residential.
- f. What is the current comprehensive plan designation of the site?  
Single Family residential and Two-Family residential.
- g. If applicable, what is the current shoreline master program designation of the site?  
N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.  
No.
- i. Approximately how many people would reside or work in the completed project?  
20 people.
- j. Approximately how many people would the completed project displace?  
None.
- k. Proposed measures to avoid or reduce displacement impacts, if any: \_  
N/A

- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The White Salmon Subdivion applications process.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

The White Salmon Subdivion applications process.

---

## 9. HOUSING

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

7 middle to high level housing

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Zero

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

---

## 10. AESTHETICS

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

In accordance with the White Salmon building code, which is currelty 28 feet.

- b. What views in the immediate vicinity would be altered or obstructed?

None

- b. Proposed measures to reduce or control aesthetic impacts, if any:

None

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## 11. LIGHT AND GLARE

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Typical residential impact.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any:

The use ultra-efficient light sources if at all needed.

---

## 12. RECREATION

a. What designated and informal recreational opportunities are in the immediate vicinity?

None.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None.

---

## 13. HISTORIC AND CULTURAL PRESERVATION

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

None

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None. The DAHP Wisaard was used to search for listed sites.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

The DAHP Wisaard was used to search for listed sites. This site is listed as moderately low risk.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None.

---

## 14. TRANSPORTATION

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Academy St.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

14 minimum, however it will be inline with the City development standards.

- c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Yes, Michigan Ave will be improved to serve the property.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

67 vehicular trip per day. Per the Trip Generation 7<sup>th</sup> Edition.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

- h. Proposed measures to reduce or control transportation impacts, if any:

None.

---

## 15. PUBLIC SERVICES

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Yes, but within current service projections.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

Fire hydrants and emergency vehicle turn-arounds constructed to city specifications.

---

## 16. UTILITIES

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,

other

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

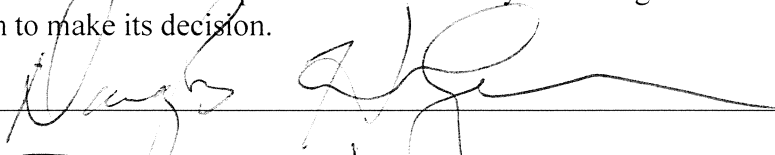
Electricity, Water, Sewer, Gas, Phone.

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**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature \_\_\_\_\_



Name of signee \_\_\_\_\_

Doug Holzman

Position and Agency/Organization \_\_\_\_\_

Date Submitted \_\_\_\_\_

11/16/2018



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## D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

7/30/19

Patrick R. Munyan, City Administrator City of White Salmon,

Spring D. Milward and Carlos R Cornieles owners / residence of  
690 NW Academy Crt. White Salmon, Wa. Since 2005.

We would like to express our opposition to the proposed  
subdivision, Slugs End LLC residential Subdivision, file #WS-Sub-  
2019.001 and #WS sepa-2019.002.

The proposed area is a natural habitat of wildlife, Deer, wild  
turkeys, quail and many more. With the proposed subdivision of  
that density they would no longer survive!


The proposed street Michigan that Slugs is suggesting to be used  
is a very steep grade to get up to NW Academy, in order to  
access the subdivision. Michigan has just been put in as an access  
road and has not weathered through a winter condition in our  
area. The grade will be prohibitive to drive up or down in the  
months of December through March when the season brings in  
the snow and ice. Thus the access will have to be NW Academy  
St., this borders the Whitson Elementary school, with children  
walking and biking to school. The proposed area is already a  
challenge if there were to be a fire, as there are very few outlet  
roads with a high density of houses.

Thank you for allowing us fellow home owners a right and  
opportunity to speak our concerns prior to the approval of this  
subdivision.

Sincerely,



Spring Milward



Carlos Cornieles

City of White Salmon Planning Department

For. Slugs End LLC, Residential Subdivision

File #WS-SUB-2019.001 and #WS-SEPA-2019.002

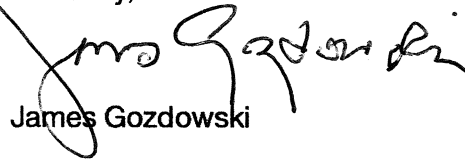
Dear Sirs;

I would like to express my concerns regarding tree preservation during the road construction of Michigan Ave which is being proposed to provide access and utilities to the Slugs End residential Subdivision referenced above.

There is a line of trees along the western border of the proposed extension of Michigan some of which would qualify for preservation by the 14 - 16 inch rule that is that at four feet above the ground the oaks of 14" diameter and all other trees of 16 inch diameter or more should be preserved. In addition to this particular line of trees is an ancient Ponderosa in excellent health which far exceeds these measurements and should qualify as a legacy resident of the native forest that marks our area. This tree is opposite the proposed entrance to the subdivision of Slugs End on the east side of the Michigan extension.

After my discussion with Erica and Patrick of the planning office, I'm still a bit unclear as to who will be issuing the final verdict on these trees. I'm sure that I have no standing as none of the trees are on my property. However, as a neighbor interested in preserving these trees, not only for the present residents but also for our new neighbors who will ultimately be in a position to enjoy the shade and comforts that they afford, I urge you to exercise your best judgement in deciding the fate of this edge of our neighborhood.

Sincerely,



James Gozdowski

700 NW Achor Ave.  
PO Box 564  
White Salmon, WA 98672

## PUBLIC COMMENT PERIOD

In Re: Slugs End LLC, Residential Subdivision  
 File #WS-SUB-2019.001/WS-SEPA-2019.002  
 Referred to as "Holzman Subdivision"

## Concerns &amp; Comments:

**1 Lack of future Lateral Support for steep slope to west (SEPA application, section B.1)**

I live at the top of Strawberry Mt at the top of the steep slope referenced in SEPA B.1.a. Contrary to SEPA B.1.c, according to my own observations and review of well logs<sup>1</sup> in the area the soil classification on Strawberry Mt. are thin topsoil covering 25 feet of brown and red ~~lay~~<sup>clay</sup> atop basalt. Contrary to SEPA.B.1.d. the steep slope area was likely the result of an historic landslide (scarp and slump scenario). The scarp forming in the clay strata with the gliding on basalt layer.

As my house (c.1978) is situated the stability setback in relation to the steep slope and the proposed development at the toe of the slope is a true concern. The combination of one or more of the following could cause a landslide and destroy my house: increased precipitation, increased irrigation, loss of vegetation on the slope (due to cutting, die off, or fire, or all three), and impermeable structures at the slope toe.

Even if it were true that only 17 percent (SEPA.B.1.g) of the site will be covered by impervious surfaces the fact that more than 60 percent of the site (*i.e.*, the developed portion) could be disturbed, irrigated, and covered by structures impervious or impermeable to water raises concerns for future saturation issues contributing to the threat of erosion and landslides.

Continued lateral support is critical to me and my neighbors.

**2.. Underrepresentation of wildlife (SEPA. B. 5)**


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<sup>1</sup> See WA Dept of Ecology: Well Address: STRAWBERRY MOUNTAIN RD, WHITE SALMON Well Report ID: 556418, Well Tag ID:APT703, completed 08-21-2008.

SEPA.B.5.d represents that “[t]he western portion of the site will not be developed.” to preserve or enhance wildlife. This is commendable but the proposed density will negatively impact the fauna.

The wildlife “which have been observed on or near the site or are known to be on or near the site” by my account include: cougar, deer, raccoons, squirrels, permanently nesting turkeys, eagles, hawks, falcons, and migratory birds.

This area is quickly becoming an island refuge for wildlife as White Salmon continues to be developed and should be preserved.

### **3. Light Pollution (SEPA B.11)**

Light pollution and lack of dark skies is readily becoming a problem in White Salmon. The phrase “[t]ypical residential impact “ to describe the “type of light or glare” the proposal will produce is frankly too vague and contributes to the loss of dark skies. SEPA B.11.a .

SEPA 11.d states “Proposed measures to control light and glare impacts, if any:” Answer, “The use of ultra-efficient light sources if at all needed.” Ironically it is the use of efficient LED lights and motion activated lights that are ruining the night with their glare.

For the sake of the future of White Salmon nights I would suggest dark sky approved exterior lighting, no streetlights, and no motion activated exterior lights.

Dated July 29 2019

Sincerely,



Lance Fitzjarrald  
685 Strawberry Mt Rd  
White Salmon WA 98672



**SEPA MITIGATED DETERMINATION OF NONSIGNIFICANCE (MDNS)**  
Slug's End Residential Subdivision (File # SUB-2019-002 and SEPA-2019-002)

**Lead Agency:** City of White Salmon

**Responsible Official:** Patrick R. Munyan Jr., City Administrator

**Description of Proposal:** The proposed project consists of a residential subdivision which will contain single-family homes at build out. The applicant Doug Holzman and Rick Bretz, on behalf of Slugs End LLC, is requesting to divide a 3.02-acre parcel into seven (7) residential lots. The subject parcel is spit-zoned with a majority of the overall site zoned Single-Family Residential (R-1) and a portion of the site bordering future NW Michigan Avenue right-of-way zoned as Two-Family Residential (R-2). The project site contains two types of critical areas: fish and wildlife habitat conservation areas and geologically hazardous areas.

**Location of current proposal:** White Salmon Parcel Number 03102414001400, described as SE ¼ of the NE ¼ of Section 24, Township 3N, Range 10E, WM, Klickitat County.

**Applicant:** Doug Holzman and Rick Bretz, PO Box 1233, Hood River, Oregon 97031. Contact: [dougholzman@gmail.com](mailto:dougholzman@gmail.com)

**Determination:** The City of White Salmon has determined that this proposal does not have a probable significant adverse impact on the environment due to the proposed critical area enhancement and other required mitigation measures conditioned under the residential subdivision permit application. An Environmental Impact Statement is not required under RCW 43.21c.031(1).

**Review of Information:** The file may be examined between the hours of 8:00 am and 4:30 pm, Monday through Friday (except holidays) at White Salmon's City Hall, 100 N Main Ave, White Salmon, WA 98672; City contact person and telephone number for any questions on this review is Patrick Munyan, City Administrator, 509-493-1133 x202, [patm@ci.white-salmon.wa.us](mailto:patm@ci.white-salmon.wa.us)

**Issued:** December 27, 2019