FINAL

EATONVILLE TOWN COUNCIL
REGULAR COUNCIL MEETING AGENDA

THIS MEETING WILL BE HELD AT THE
EATONVILLE COMMUNITY CENTER
305 CENTER ST. WEST, EATONVILLE

AGENDAS ARE SUBJECT TO CHANGE

6:00 PM BUDGET STUDY SESSION

7:00 PM REGULAR COUNCIL MEETING NOVEMBER 8, 2010

1. **CALL TO ORDER**

   A. **ROLL CALL**
   BOWMAN_____ALLISON _____ PIERCE_____ SCHAUB ____
   VALENTINE _____

2. **OPENING CEREMONIES**

   A. **PLEDGE OF ALLEGIANCE**

   B. **TOWN OF EATONVILLE- MISSION STATEMENT**

"The Towns mission is to create, provide and administer municipal services while protecting the present and future health, safety and general welfare of the community"

3. **AGENDA REVIEW and APPROVAL/SET TIME RESTRICTIONS**

4. **COMMENTS FROM CITIZENS**

5. **CONSENT AGENDA**

   a. Payroll 23200 thru 23222 $ 84,877.97
   b. Claims 29068 thru 29105 $ 133,557.38
   c. Approval of Glacier Park Rental Application for Living Word Assembly of God

6. **DEPARTMENT HEAD/COUNCIL COMMITTEE/BOARD/COMMISSION REPORT**

   A. POLICE REPORT
   B. FIRE/EMS REPORT
   C. PUBLIC WORKS REPORT
   D. YOUTH CONNECTION REPORT
   E. COMMITTEE REPORTS
   F. MAYOR'S REPORT
   G. STAFF REPORTS

7. UNFINISHED BUSINESS

A. RESOLUTION 2010-PP (POST-PONED FROM LAST MEETING)

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AFFIRMING THE PIERCE COUNTY COUNCIL'S ACTION IN ORDINANCE NO. 2010-52

B. RESOLUTION 2010-RR (POST-PONED FROM LAST MEETING)

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL RATIFYING AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL A RESOLUTION

8. NEW BUSINESS

A. RESOLUTION 2010-TT

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH CFD RENTALS LLC AND JERRY SMITH IN FURTHERANCE OF THE TOWN'S MASHEL RIPARIAN HABITAT ACQUISITION AND PROTECTION PROJECT

B. RESOLUTION 2010-VV

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AFFILIATION AGREEMENT WITH MULTICARE HEALTH SYSTEM

C. ORDINANCE 2010-14 (PUBLIC HEARING)

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, REPEALING ANY ORDINANCES IN CONFLICT THEREOF AND INCREASING THE EATONVILLE EMS LEVY FOR 2011 BY 1% OF THE 2010 EMS LEVY

D. ORDINANCE 2010-15 (PUBLIC HEARING)

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, REPEALING ANY ORDINANCES IN CONFLICT THEREOF AND INCREASING THE REGULAR LEVY FOR 2011 BY 1% OF THE 2010 REGULAR LEVY

E. EXECUTIVE SESSION TO DISCUSS POTENTIAL LITIGATION

9. COUNCIL MEMBER COMMENTS

10. ADJOURNMENT

RESOLUTION 2010-PP

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AFFIRMING THE PIERCE COUNTY COUNCIL'S ACTION IN ORDINANCE NO. 2010-52.

WHEREAS, certain property owners have filed an application with Pierce County for Open Space Classification in accordance with Chapter 84.34 Revised Code of Washington (RCW), as amended, and;

WHEREAS, RCW 87.34.037 provides that, "...applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications.", and;

WHEREAS, the properties in question are located inside the boundaries of the Town of Eatonville, and;

WHEREAS, the Pierce County Council has, through Ordinance No. 2010-52, granted points for classification of land as Open Space under Current Use Assessment based on the Open Space Public Benefit Rating System, and;

WHEREAS, the Council for the Town of Eatonville concurs in the points granted for classification of land as Open Space under Current Use Assessment as adopted by the Pierce County Council through Ordinance N. 2010-52, now therefore;

BE IT RESOLVED by the Council of the Town of Eatonville...

Section 1. The attached Application No. OS57-08, as shown as Exhibit A, is hereby affirmed.

Passed by the Council of the Town of Eatonville at a regular meeting this __ day of , 2010.

_____
Raymond Harper, Mayor

ATTEST:

_____
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Pierce County
Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-7777
FAX (253) 798-7509
TDD (253) 798-4018
1-800-992-2456
www.co.pierce.wa.us/council

October 1, 2010

Chrystal McGlone, Town Clerk
Town of Eatonville
PO Box 309
Eatonville Washington 98328

Dear Chrystal,

Attached please find a copy of adopted Pierce County Ordinance No. 2010-52 and related paperwork relating to an application for classification of land located in your jurisdiction. I've also included a sample affirmation resolution. This letter serves as the official transmittal.

Pierce County has, through adoption of the attached ordinance, fulfilled its half of the new legislative process for approving current use applications within an incorporated area.

RCW 87.34.037 provides that

> [A]pplications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications.

To finalize the application process, the Town's legislative authority must affirm the Pierce County Council's action and forward documents memorializing this affirmation to my attention. Pierce County will then complete administrative processing of the, now approved, application. We will need to receive your affirmation documents as soon as possible. Because contracts need to be signed by applicants, city affirmations received after October 29 of this year may jeopardize our ability to apply the tax credit to next year's property taxes.

By way of background, the County's new process includes the following steps:

1. After the application is received by the County, Planning and Land Services and Assessor-Treasurer staff will provide a review of the application pursuant to Chapter

2.114 of the Pierce County Code and Chapter 84.34 RCW, and make a recommendation in the form of a staff report, which is sent to the city or town and the applicant.

2. Staff incorporates their recommendation and staff report into a proposed Council Ordinance and submits the proposal to the County Council.

3. The County Council holds a public hearing and acts on the Ordinance. The applicant and city/town are notified of the public hearing date.

4. If passed, the adopted Ordinance is forwarded to the city or town for its review and concurrence (affirmation). A cover letter explaining the process will be included and the applicant will be copied on this transmittal.

5. The city or town affirms the application by a legislative action of its own.

6. The municipality forwards official documentation of its legislative action to the Chief Clerk of the County Council.

7. After confirmation that the application affirmed by the city or town has not been modified, the Council forwards the approvals to the Planning and Land Services Department. Please note that if the city or town finds that a modification is desired or necessary, they should notify the Council Clerk (see County contacts below) and then the County will develop a new Ordinance and begin again at #3.

8. The Department sends a contract to the applicant for signature, obtains the Executive's signature, and records the document with the County Auditor.

The County contacts for this process include:

- Denise Johnson, Chief Clerk, County Council Office 253.798.6065 djohnso@co.pierce.wa.us
- Chad Williams Planning and Land Services Department 253.798.3683 cwillia@co.pierce.wa.us
- Sue Testo Assessor-Treasurer Office 253.798.7137 stesto@co.pierce.wa.us
- Jeff Cox Deputy, Legal Counsel, County Council Office 253.798.7579 jcox@co.pierce.wa.us

Regards,

Denise D. Johnson
Chief Clerk, Pierce County Council

Sponsored by: Councilmember
Requested by:

Sample RESOLUTION NO. R-

A Resolution of the Council for the Town of

Whereas, certain property owners have filed an application with Pierce County for Open Space Classification in accordance with Chapter 84.34 Revised Code of Washington (RCW), as amended; and

Whereas, RCW 87.34.037 provides that, "...applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications."; and

Whereas, the properties in question are located inside the boundaries of the Town of Eatonville; and

Whereas, the Pierce County Council has, through Ordinance No. 2010-52, granted points for classification of land as Open Space under Current Use Assessment based on the Open Space Public Benefit Rating System; and

Whereas, the Council for the Town of Eatonville concurs in the points granted for classification of land as Open Space under Current Use Assessment as adopted by the Pierce County Council through Ordinance No. 2010-52; **Now Therefore,**

BE IT RESOLVED by the Council of the Town of Eatonville:

Sponsored by: Councilmember Roger Bush
Requested by: Pierce County Council

ORDINANCE NO. 2010-52

An Ordinance of the Pierce County Council Affirming an Application for Open Space Classification Under Current Use Assessment on Certain Properties Located Within the Incorporated Boundaries of the Town of Eatonville in Pierce County; Directing the Clerk to Forward This Ordinance to the Town of Eatonville for its Affirmation of This Application Consistent with RCW 84.34.037; and Adopting Findings of Fact. (Application No. OS57-08)

Whereas, certain property owners have filed an application with Pierce County for Open Space Classification in accordance with Chapter 84.34 Revised Code of Washington (RCW), as amended; and

Whereas, RCW 87.34.037 provides that, "...applications for classification of land in an incorporated area shall be acted upon by: (a) A granting authority composed of three members of the county legislative body and three members of the city legislative body in which the land is located in a meeting where members may be physically absent but participating through telephonic connection; or (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications."; and

Whereas, the property in Open Space Application OS57-08 is located inside the boundaries of the Town of Eatonville; and

Whereas, the provisions of Chapter 2.114 of the Pierce County Code (PCC) set forth applicable procedures for the review and hearing of Current Use Assessment Applications; and

Whereas, within ten days of receipt of each application, the Pierce County Department of Planning and Land Services provided a copy of the application to the Town of Eatonville, as required by Pierce County Code (PCC) 2.114.090 A.2.; and

Whereas, the requirements of Chapter 2.114 PCC have been met with respect to the subject applications; and

Whereas, the Pierce County Department of Planning and Land Services and Assessor-Treasurer, in cooperation with the Town of Eatonville, has reviewed the applications and provided a Staff Report concerning each application; and

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

Whereas, the Staff Report includes a recommendation of approval of 25 points for Application No. OS57-08, for classification of 100.91 acres as Open Space under Current Use Assessment, based on the Open Space Public Benefit Rating System, consistent with Findings of Fact, attached hereto and incorporated as Exhibit A; and

Whereas, the Pierce County Council has followed all applicable procedures and finds that the Application set forth herein for Open Space classification, as more fully described in the attached Exhibit, has been properly reviewed and considered; **Now Therefore,**

BE IT ORDAINED by the Council of Pierce County:

Section 1. Application No. OS57-08 for Van Eaton Ltd. Partnership/Van Eaton Trust, is approved for 25 points based on the Open Space Public Benefit Rating System in Chapter 2.114 PCC for Open Space classification of 100.91 acres, as more fully described in Exhibit A, which is attached hereto and incorporated by reference.

Section 2. The Clerk of the Council is hereby directed to forward this Ordinance to the Town of Eatonville for its affirmation of the application contained herein, and subsequent filing of official documentation of its legislative action of affirmation with the Clerk of the Council.

Section 3. The applicants shall take all steps specified by the Planning and Land Services Department to ensure that the legal descriptions set forth in the application are true and correct descriptions of the properties to be placed under the Current Use Assessment.

Section 4. The applicants shall execute the required agreement regarding their particular Current Use Assessment authorization as provided by Chapter 2.114 PCC.

Section 5. Findings of Fact are hereby adopted as set forth in Exhibit A; the Findings are incorporated herein by reference.

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

Section 6. If any of the provisions of this Ordinance are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

PASSED this 31st day of August, 2010.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

Denise D. Johnson

Denise D. Johnson
Clerk of the Council

Roger Bush

Roger Bush
Council Chair

Pat McCarthy

Pat McCarthy
Pierce County Executive
Approved ✓ Vetoed _____, this 8 day of September, 2010.

Date of Publication of
Notice of Public Hearing: August 11, 2010

Effective Date of Ordinance: September 18, 2010

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

Case No. OS57-08, Parcel Nos. 0416221002, 0416221004, 0416221008, 0416221700, 0416221701 and 0416224002, Van Eaton Ltd. Partnership/Van Eaton Trust:

LEGAL DESCRIPTION OF THE PROPERTY
UNDER CURRENT USE ASSESSMENT

RTSQQ: 04162212

0416221002
SW OF NE & BEG 211 FT E OF NW COR OF NE TH S 627 FT TH W 211 FT TO W LI OF NE TH S TO SW COR OF NW OF NE TH E TO SE COR NW OF NE TH N TO NE COR NW OF NE TH W TO BEG EXC E 152 FT OF N 400 FT & EXC N 300 FT OF E 900 FT OF W 1105 FT OF NW OF NE EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 68.55 ACS AFN 2417754 CONT'D 1990 Q745748 CONT'D 1994 Q880085 DC2091 CA3/2/90AT

RTSQQ: 04162214

0416221004
W 1/2 OF SE OF NE CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 20.00 ACRES CONT'D 1990 Q745749 CONT'D 1994 Q880088 (D1263 CA5/15/90AT)

RTSQQ: 04162212

0416221008
BEG 211 FT E OF NW COR OF NE TH S 300 FT TH E 900 FT TH N 300 FT TH W 900 FT TO BEG EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 6.21 ACS CONT'D 1990 Q745752 (DC1954 CA3/2/90AT)

RTSQQ: 04162212

0416221700
N 300 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI 1.05 ACS AFN 2417754 CONT'D 1990 Q745754 SEGREGATED FOR TAX PURPOSE ONLY DUE TO ANNEXATION OF TOWN OF EATONVILLE ORD #83-2 & BRB CASE #82-4" OUT OF 1-007 SEG U-0456CHES CONT'D 1994 Q880087 (D1479CAAT5-15-90)

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

RTSQQ: 04162212

0416221701
S 100 FT OF N 400 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI .35 ACS AFN 2417754 CONT'D 1990 Q745756 SEG'D FOR TAX PURPOSES ONLY DUE TO ANNEXATION TO TOWN OF EATONVILLE ORD #83-2 BRB CASE #82-4 OUT OF 1-007 CONT'D 1994 Q880084 SEG U-0456CH ES DC1955 CA3/2/90AT

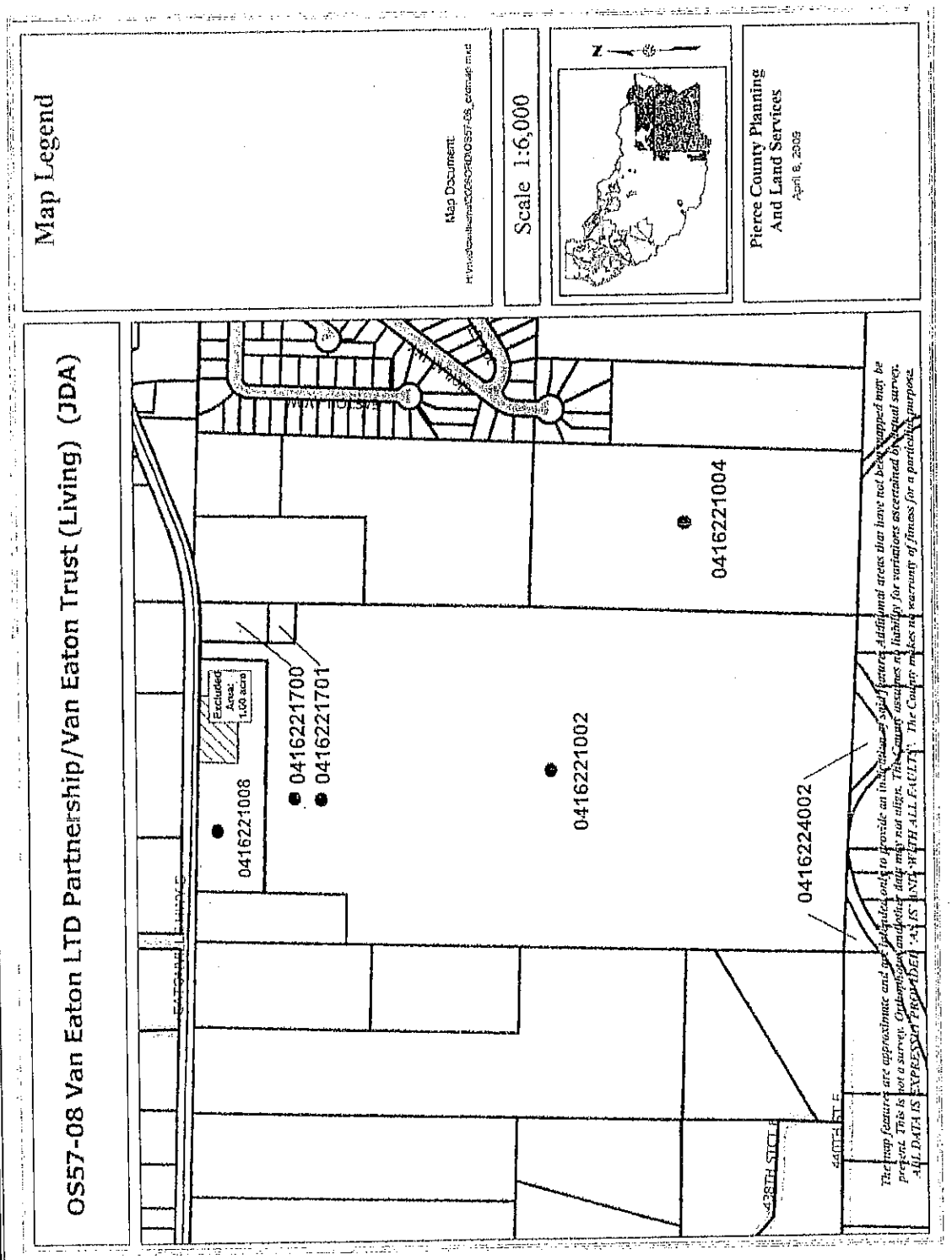
RTSQQ: 04162242

0416224002
THAT PART OF NW OF SE N & W OF MASHELL RIV CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 5.75 ACS AFN 2417754 CONT'D 1990 Q745757 CONT'D 1994 Q880089

DESCRIPTION OF AREA
EXCLUDED FROM THE CURRENT USE ASSESSMENT

EXCEPT A ONE ACRE AREA OF THE PROPERTY USED FOR RESIDENTIAL PURPOSES. SEE MAP.

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402



Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

FINDINGS OF FACT

Case No. OS57-08, Van Eaton Ltd. Partnership/Van Eaton Trust:

The County Council finds as follows:

1. The applicant has applied for classification of land as Open Space land pursuant to Revised Code of Washington (RCW) 84.34.020(1).

2. The property in Case OS57-08 qualifies for open space pursuant to RCW 84.34.020(1).

3. The property in Case OS57-08 qualifies for a total of 25 points under the Open Space Public Benefit Rating System (PBRS): five high priority resource points for containing critical salmon habitat; five high priority resource points for containing fish and wildlife habitat conservation areas; five high priority resource points for containing streams; five bonus points for being within the Town of Eatonville's municipal boundaries; and five bonus points for providing a linkage of open space parcels.

4. At a properly noticed hearing, the Council finds that the property in Case OS57-08 meets the purpose and intent of RCW 84.34.020(1) and recommends approval of the classification of 100.91 acres as Open Space land with 25 points under the Open Space Public Benefit Rating System.

5. Pursuant to RCW 84.34.037, the Council's affirmative approval of this application by this Ordinance will be forwarded to the Town of Eatonville for its affirmation of the application.

Pierce County Council
930 Tacoma Ave S, Rm 1046
Tacoma, WA 98402

Pierce County
Department of Planning and Land Services

SOURCE DOCUMENT

CHUCK KLEEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-7425

STAFF REPORT

DATE: April 10, 2009

TO: Joint Determining Authority of Pierce County and the Town of Eatonville

FROM: Sean Gaffney, Interim Principal Planner, Pierce County Planning and Land Services

BY: Chad R. Williams, Associate Planner, Pierce County Planning and Land Services

SUBJECT: Current Use Assessment Case No. OS57-08

APPLICANT: Van Eaton Ltd. Partnership/Van Eaton Trust (living).

CLASSIFICATION REQUESTED: Open Space. (Transfer from Farm and Ag).

LOCATION OF PROPERTY: 11310 Eatonville Hwy. E., Eatonville Vicinity in the NW ¼ & the SE ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Section 22, Township 16N, Range 4E, W.M.

ABBREVIATED TAX PARCEL DESCRIPTION: Assessor's Parcel Numbers 0416221002, 0416221004, 0416221008, 0416221700, 0416221701, and 0416224002.

0416221002
SW OF NE & BEG 211 FT E OF NW COR OF NE TH S 627 FT TH W 211 FT TO W LI OF NE TH S TO SW COR OF NW OF NE TH E TO SE COR NW OF NE TH N TO NE COR NW OF NE TH W TO BEG EXC E 152 FT OF N 400 FT & EXC N 300 FT OF E 900 FT OF W 1105 FT OF NW OF NE EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 68.55 ACS AFN 2417754 CONT'D 1990 Q745748 CONT'D 1994 Q880085 DC2091 CA3/2/90AT

0416221004
W 1/2 OF SE OF NE CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 20.00 ACRES CONT'D 1990 Q745749 CONT'D 1994 Q880088 (D1263 CA5/15/90AT)

Printed on recycled paper

0416221008
BEG 211 FT E OF NW COR OF NE TH S 300 FT TH E 900 FT TH N 300 FT TH W 900 FT TO BEG EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 6.21 ACS CONT'D 1990 Q745752 (DC1954 CA3/2/90AT)

0416221700
N 300 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI 1.05 ACS AFN 2417754 CONT'D 1990 Q745754 SEGREGATED FOR TAX PURPOSE ONLY DUE TO ANNEXATION OF TOWN OF EATONVILLE ORD #83-2 & BRB CASE #82-4" OUT OF 1-007 SEG U-0456CHES CONT'D 1994 Q880087 (D1479CAAT5-15-90)

0416221701
S 100 FT OF N 400 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI .35 ACS AFN 2417754 CONT'D 1990 Q745756 SEG'D FOR TAX PURPOSES ONLY DUE TO ANNEXATION TO TOWN OF EATONVILLE ORD #83-2 BRB CASE #82-4 OUT OF 1-007 CONT'D 1994 Q880084 SEG U-0456CH ES DC1955 CA3/2/90AT

0416224002
THAT PART OF NW OF SE N & W OF MASHELL RIV CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 5.75 ACS AFN 2417754 CONT'D 1990 Q745757 CONT'D 1994 Q880089

GROSS ACREAGE OF PROPERTY OWNERSHIP: 101.91 acres.

PORTION OF PROPERTY REQUESTED FOR CURRENT USE ASSESSMENT: 100.91.

ASSESSOR'S USE CODE ON THE PROPERTY: 8300-CU FARM & AGRI RCW 84.34 CURRENT USE.

PHYSICAL CHARACTERISTICS OF PROPERTY: The topography of these tracts ranges from approximately 960' above sea level at a point on a knoll in the northerly portion of Parcel 0416221004 to 675' near the northern bank of Mashel River on the southerly most parcel 0416224002. The predominant feature of the tracts included in this application is the lake located in the northerly portions. Slopes exceeding 30% are present throughout the southerly area. The Mashel River, a known Chinook salmon bearing waterway, is present in the southerly portion of these properties. A home is located on the northerly center parcel and an agricultural structure is located just east of the lake on the large parcel.

GENERAL CHARACTERISTICS OF SURROUNDING AREA: North: Residential; South: Mashel River/Residential; East: Residential/Church; West: Wooded/Residential.

APPLICATION OF THE COUNCIL ADOPTED PUBLIC BENEFIT RATING SYSTEM (PBRS) TO THIS PROPERTY PIERCE COUNTY CODE 2.114.060 (Adopted by Ordinance 98-114S):

Eligibility for the PBRS program is described in the Pierce County Code as follows:

2.114.060D. Public Benefit Rating System Program Eligibility.

1. *Each property described in an application for open space land classification shall be evaluated for the presence of open space priority resources and bonus categories listed in Appendix A, Table 2.114-1 (See attached).*

2. *A minimum of three priority resource points is necessary to qualify under the program. This would be one high priority resource for five points or one medium resource for three points or three low priority resource types for three points.*

3. *A maximum of 25 points are allowed.*

4. *Bonus categories and points are offered for proposals which grant public access, have lands which are located within an urban designation, dedicate a conservation or historic easement, or provide linkage of open space parcels. Additional eligibility criteria for bonus categories is set forth in subsection K.*

5. *If a priority resource category definition or eligibility criteria includes a component set forth in a bonus category, then points from that bonus category are automatically factored into the proposal, i.e., trails would automatically qualify for five public access points.*

6. *Qualification for a priority resource category is determined based on the definitions and eligibility criteria and is not limited by referenced data sources and examples.*

   A review of the submitted application identifies five high priority resources – critical salmon habitat, fish and wildlife habitat conservation areas, streams, wetlands, and wooded areas. Two medium priority resources – agricultural land and potential flood hazards have also been identified. The site is eligible for two bonus categories for being located within the municipal boundaries of Eatonville and for creating a linkage of open space parcels. A maximum of 15 priority resource points are allowed for an application. Therefore, a review of only these resources according to the eligibility criteria will follow here.

2.114.060I. Description of Resource Categories: Eligibility Criteria, Data Sources, and Examples.

1. *High Priority Resources.*
   a. *Critical Salmon Habitat.*
      (1) *Eligibility Criteria. Properties and associated lands identified in an adopted Federal, State or local program intended to enhance or preserve critical salmon habitat.*

(2) Data Sources. Adopted Federal, State or local program documents intended to enhance or preserve critical salmon habitat.

(3) Examples. River and basin maps for the White and Puyallup Rivers.

The Mashel River, in which the presence of Chinook salmon is known, is present on the southerly portion of Parcels 0416221002 and 0416221004. This waterway has been flagged by the Washington State Department of Fish and Wildlife as a critical salmon habitat. Therefore, the site meets the eligibility criteria for five high priority resource points.

b. Fish and Wildlife Habitat Conservation Areas.

(1) Eligibility Criteria.

(a) Areas which have a primary association with federally or state listed endangered, threatened, or sensitive species of fish or wildlife (specified in 50 CFR 17.11, 50 CFR 17.12, WAC 232-12-011, and WAC 232-12-014) and which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long term. Endangered, threatened, or sensitive species found in Pierce County as of March 1997 are set forth in Title 18E PC

(b) Habitats and species of local importance, including the following:

i. Areas with which State-listed monitor or candidate species or federally listed candidate species have a primary association, as specified in Washington Department of Wildlife Policies 4802 and 4803, and which, if altered, may reduce the likelihood that the species will maintain and reproduce over the long term. Candidate and monitored species found in Pierce County as of March 1997 are set forth in Title 18E, PCC.

ii. Documented habitat areas or outstanding potential habitat areas for endangered, threatened, sensitive, candidate, or monitor species. These areas include specific habitat types which are infrequent in occurrence in Pierce County and may provide specific habitats with which endangered, threatened, sensitive, candidate, or monitor species have a primary association, such as breeding habitat, winter range, and movement corridors. These areas include the following: oak woodlands, prairies, old growth forests, rocky shoreline areas, caves, cliffs, snag-rich areas, White River elk herd winter range.

(c) Commercial and recreational shellfish areas;

(d) Kelp and eelgrass beds; herring and smelt spawning areas;

(e) Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat; and

(f) State natural area preserves and natural resource conservation areas.

(g) Land located within the Pierce County Biodiversity Network as identified in the Pierce County Biodiversity Network Assessment report dated August 2004.

(2) Data Sources.

(a) Pierce County Critical Areas Atlas:

i. Fish and Wildlife Habitat Conservation Areas-Commercial and Recreational Shellfish Areas Map;

ii. Fish and Wildlife Habitat Conservation Areas-Stream Typing Maps;

iii. Fish and Wildlife Habitat Conservation Areas-Vascular Plants Map; and

iv. Fish and Wildlife Habitat Conservation Areas-Priority Habitats and Species Map.

(b) Commercial and Recreational Shellfish Areas in Puget Sound, Washington Department of Health, was used as a source to identify fish and wildlife habitat conservation areas which are depicted in the Critical Areas Atlas-Fish and Wildlife Habitat Conservation Areas- Commercial and Recreational Shellfish Areas Map.

(c) Natural Heritage Data Base, Washington Department of Natural Resources, was used as a source to identify fish and wildlife habitat conservation areas which are depicted in the Critical Areas Atlas-Fish and Wildlife Habitat Conservation Areas-Vascular Plants and Fish and Wildlife Habitat Conservation Areas-Animals Maps.

(d) Puget Sound Environmental Atlas, Puget Sound Water Quality Authority.

(e) Coastal Zone Atlas of Washington, Volume VII, Pierce County, Washington Department of Ecology;

(f) Priority Habitats and Species Program and Priority Habitat Species Maps, Washington Department of Fish and Wildlife;

(g) Nongame Data Base, Washington Department of Fish and Wildlife;

(h) Washington Rivers Information System, Washington Department of Fish and Wildlife; and

(i) Water Resource Index Areas (WRIA), Washington Department of Fish and Wildlife.

(j) Pierce County Biodiversity Network Assessment, August 2004.

(3) Examples. Nesting sites for bald eagles, prairies, old growth forests, oak woodlands, great blue heron rookeries, Upland Biodiversity Management Area.

This site contains numerous Fish and Wildlife Habitat Conservation Areas as identified by the Washington Department of Fish and0416224002
Wildlife and by Pierce County. Therefore, the site qualifies for five high priority resource points for Fish and Wildlife Habitat Conservation Areas.

d. Streams.

(1) Eligibility Criteria.

(a) Undeveloped lands identified in (b) and (c) below which are located adjacent to streams and rivers classified by the Washington Department of Natural Resources (DNR) water typing classification system as detailed in WAC 222-16- 030;

(b) Buffer areas associated with streams and rivers as required by Pierce County critical area regulations (Title 18E PCC); and

(c) Unimproved areas contiguous with required stream buffer areas extending up to 200 feet landward from the ordinary high water mark of the stream.

The Mashel River, a regulated Pierce County waterway and its 330' buffer, are present on this site. Therefore, the site is eligible to receive high priority resource points for streams.

2.114.060K. Bonus Category Criteria. The following bonus categories are not mandatory and are at the option of the applicant unless specifically defined and listed in the eligibility criteria for a priority resource category:

3. Designated Urban Lands.

b. Properties located within the municipal boundaries of an incorporated city or town.

One of the parcels included in this application lies within the municipal boundaries of the Town of Eatonville and the balance of the parcels are within Eatonville's Urban Growth Area boundary. Therefore, the site is eligible for five bonus points.

4. Provides Linkage of Open Space Parcels.

a. The subject property abuts another parcel which currently provides a high or medium priority resource and when both are left undeveloped create a corridor.

b. The subject parcel must abut a parcel of land which is already in the current use assessment program or is subject to a conservation easement or restrictive covenant as such is defined above.

The property abuts a parcel to the east that is in Current Use – Farm and Ag. This parcel contains both high and medium priority resources and helps create an open space corridor and helps to provide a buffer between the more dense residential developments within the town limits of Eatonville to the north and east. Therefore, the site is eligible for five bonus points for providing linkage of open space parcels.

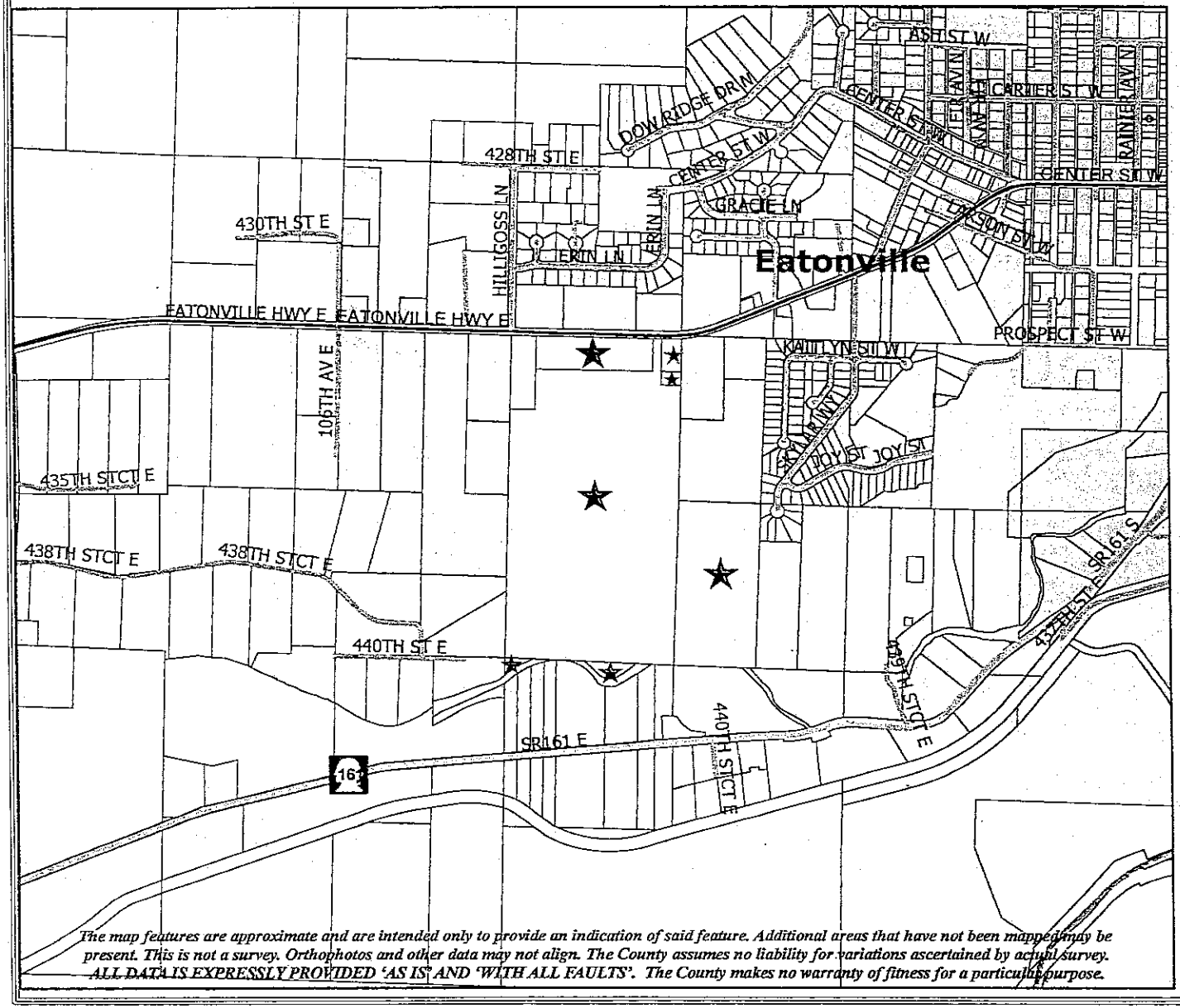
ATTRIBUTES SUPPORTING CURRENT USE ASSESSMENT/BASIS FOR RECOMMENDATION:

1. The site is eligible for five high priority resource points for containing critical salmon habitat.
2. The site is eligible for five high priority resource points for containing fish and wildlife habitat conservation areas.
3. The site is eligible for five high priority resource points for containing streams.
4. The site is eligible for five bonus points for being within the Town of Eatonville's municipal boundaries.
5. The site is eligible for five bonus points for providing a linkage of open space parcels.

STAFF RECOMMENDATION: Staff recommends the approval of 15 points (the maximum) for priority resources and 10 bonus points for a total of 25 points on 100.91 acres. Public access is not recommended due to the sensitive nature of the numerous resources present on this tract.

CRW:vll
F:\...\OS57-08.doc
Attachments

OS57-08 Van Eaton Ltd. Partnership/Van Eaton Trust (Living)



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.

Map Legend

Map Document:
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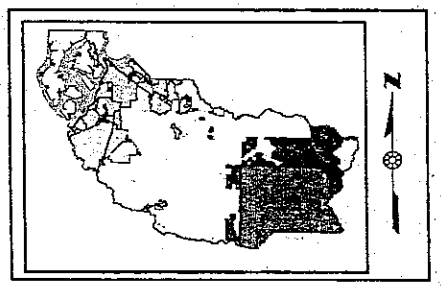
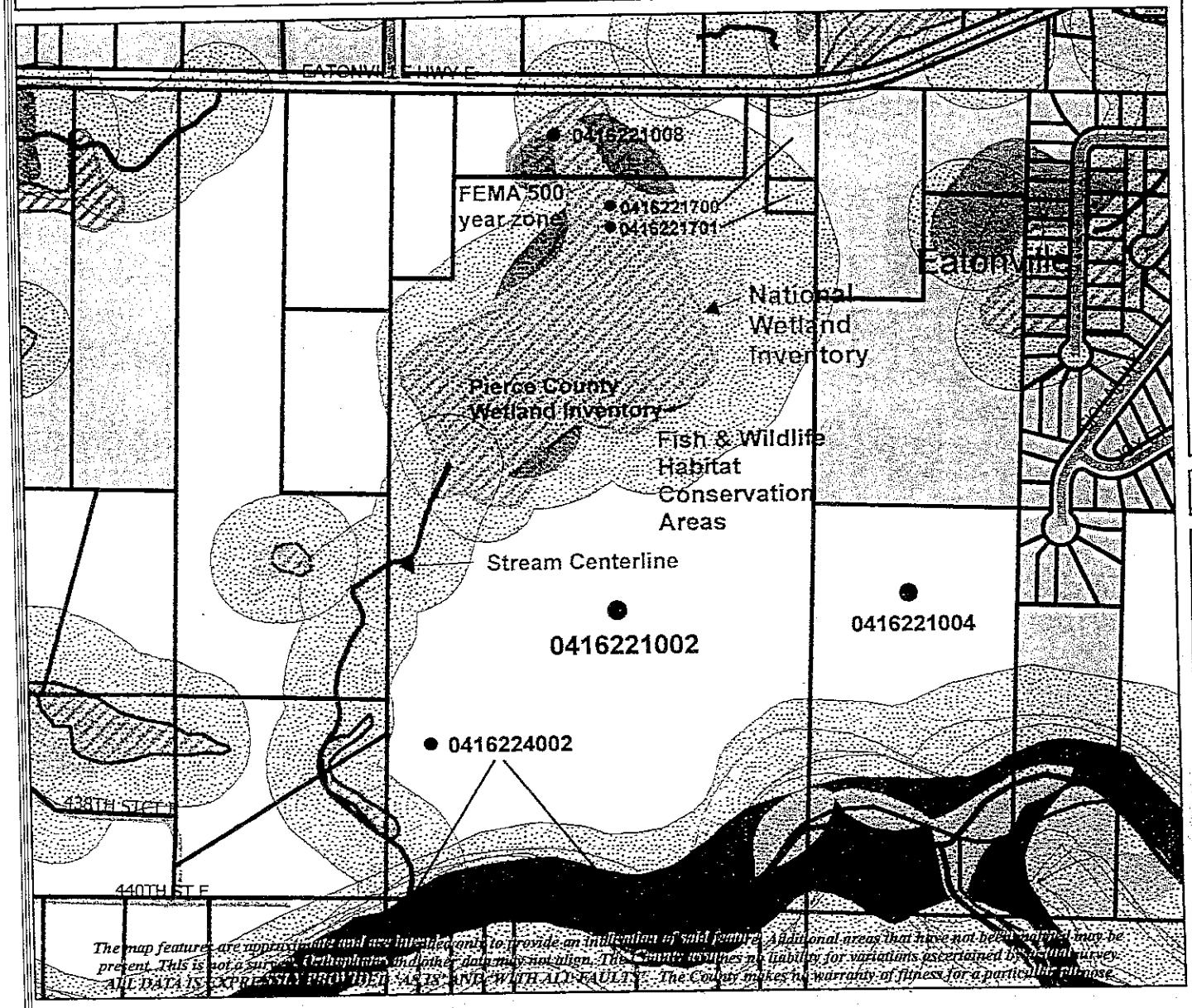


Pierce County Planning And Land Services

April 7, 2009

SOURCE DOCUMENT

OS57-08 Van Eaton Ltd Partnership/Van Eaton Trust (Living)



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS". The County makes no warranty of fitness for a particular purpose.

Map Legend

Map Document:
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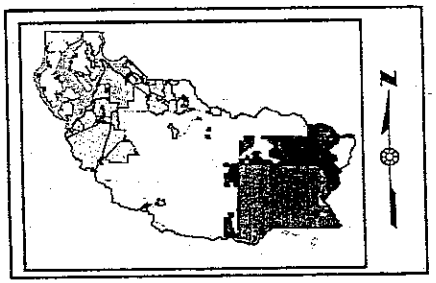
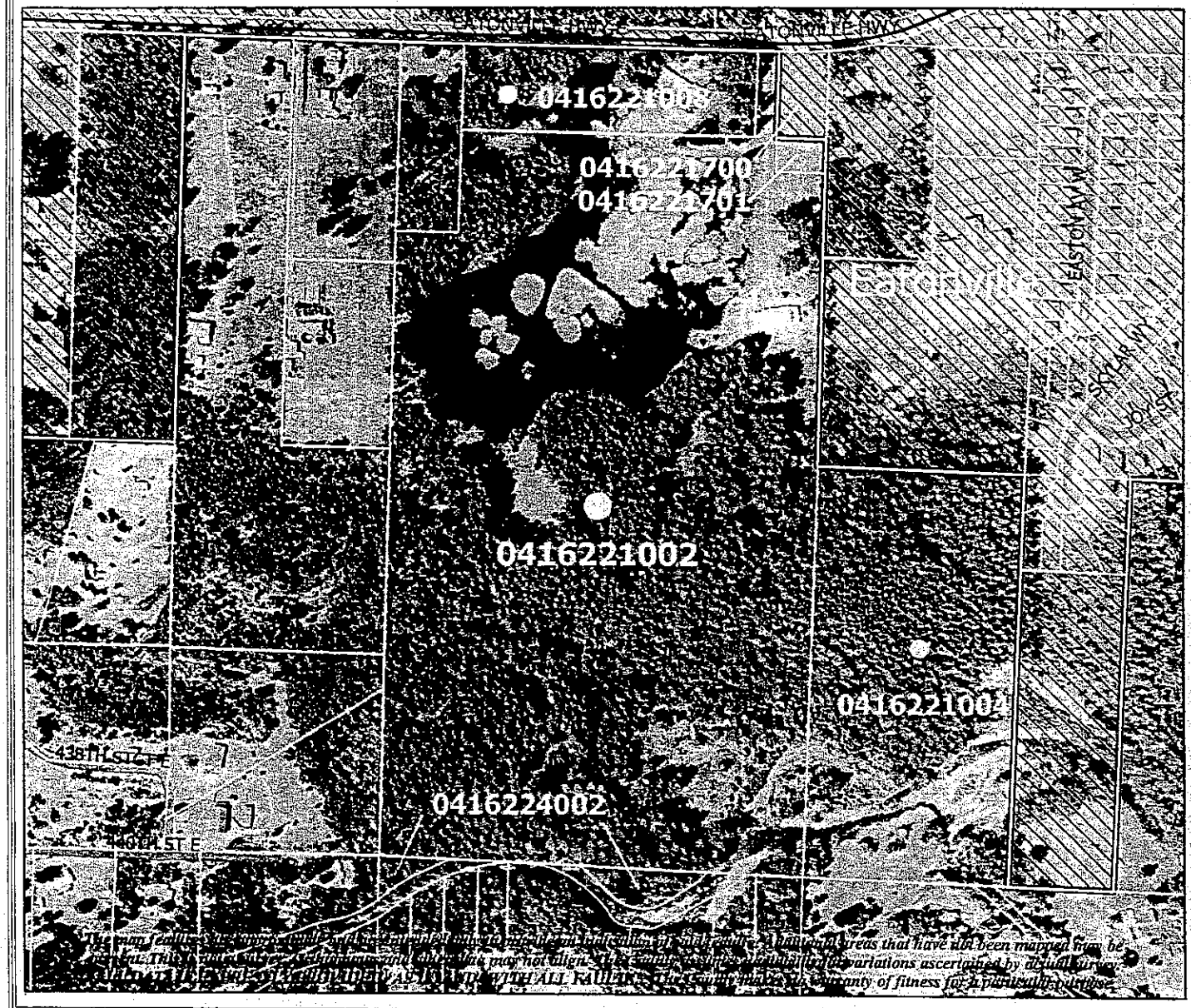


Pierce County Planning And Land Services
April 6, 2009

SOURCE DOCUMENT

OS57-08 Van Eaton Ltd Partnership/Van Eaton Trust (Living)



Map Legend

Orthophoto Date: 07/08

Map Document:
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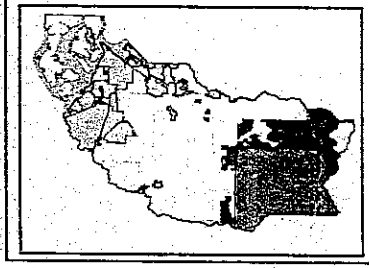


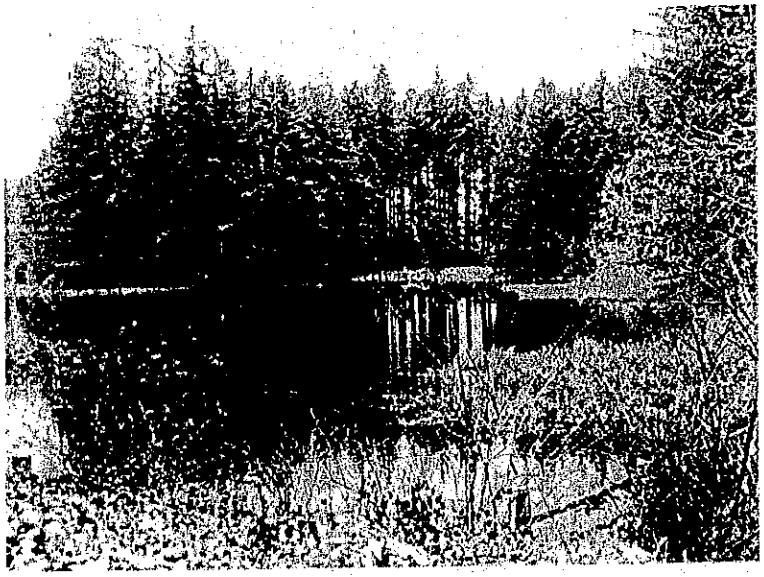
Pierce County Planning And Land Services

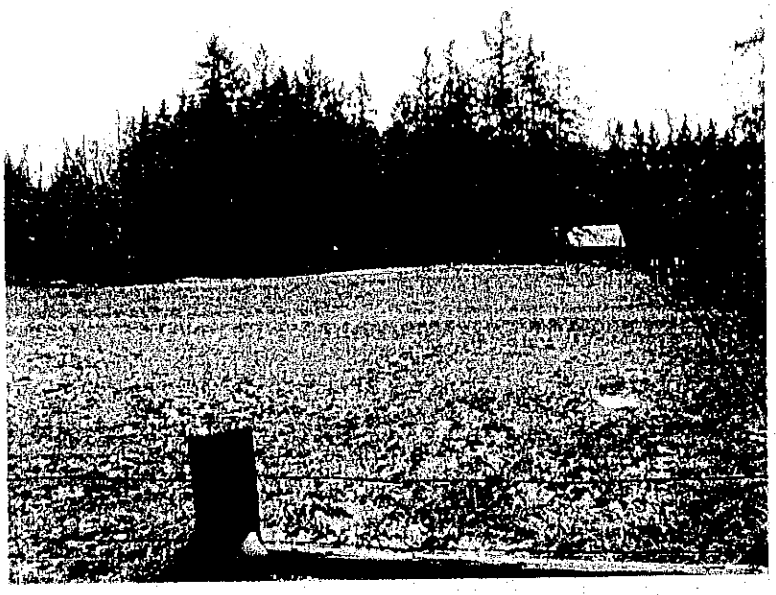
March 5, 2009

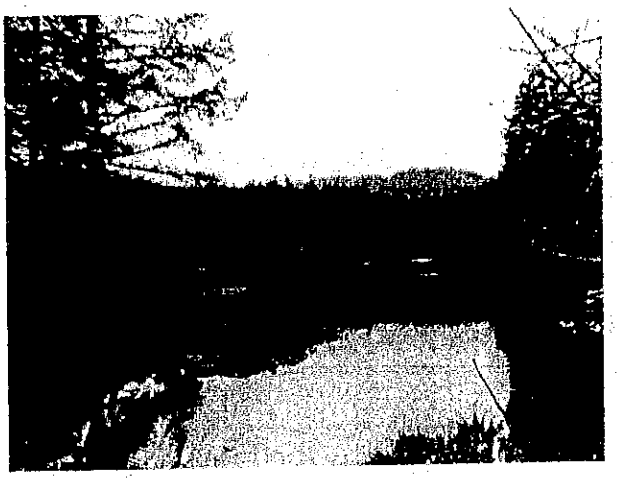
SOURCE DOCUMENT

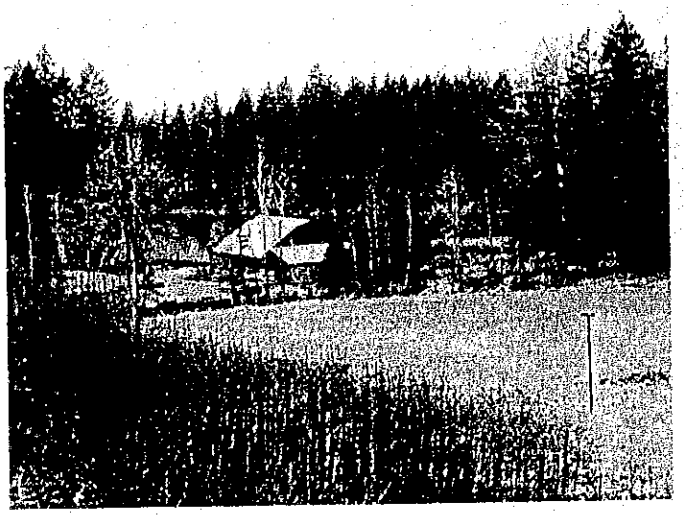
SOURCE DOCUMENT

OS57-08









SOURCE DOCUMENT

Pierce County

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498

DALE WASHAM
Assessor-Treasurer

This is an estimate for *land* values only. Values and tax rates, which effect taxes, may change by the time this classification is approved.

OPEN SPACE: CASE # **OS57-08**

NAME: **VAN EATON TRUST**

PARCEL #(s): **0416221002, 1004, 1700, 1701, 1008, 4002** **25 POINTS**

☐ NEW
☑ TRANSFER FROM:
- ✓ Productive Farm & Ag (income required)
- ___ Timber land (minimum of 5 acres)
- ___ Designated Forest Land (20 acres or more)

SHOWS THE CURRENT REDUCTION		*SHOWS THE CHANGE TO CURRENT REDUCTION*	
TAX BASED ON MARKET VALUE	**$7,820.00**	TAX BASED ON FARM & AGRICULTURE VALUE	**$ 339.00**
TAX BASED ON FARM & AGRICULTURE VALUE	**- $ 339.00**	TAX BASED ON **NEW** PBRS VALUE	**- $1,480.00**
INCREASE/**DECREASE**	**= $7,481.00**	**INCREASE** /DECREASE :	**= $1,141.00**

2009	**2010**	**2011**
APPLICATION YEAR	IF APPROVED, THIS YEAR VALUE CHANGED	PROPERTY TAX YEAR

Prepared by Sue Testo – Assessor/Treasurer Office – July, 2010

Pierce County
Department of Planning and Land Services

SOURCE DOCUMENT

CHUCK KLEEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-7425

February 3, 2009

Mr. Nick Bond
Planning Department
Town of Eatonville
P.O. Box 309
Eatonville, WA 98328

Dear Mr. Bond:

Subject: Current Use Application

Please be advised that our office has received one 2008 application for Current Use Open Space classification on property within your municipal boundaries. A copy of the application is enclosed for the following:

OS57-08, Van Eaton Ltd. Partnership & Van Eaton Trust (Living)

My goal is to complete the site visit and prepare the staff report/recommendation by the end of March. The Joint Determining Authority of the Town of Eatonville and Pierce County will hear this case at a yet to be determined date. I will be contacting the owners of the parcel to arrange a meeting time to document the existing conditions in early March. If anyone from your office is interested in joining me on this site visit, please let me know and I will coordinate accordingly.

If you have any questions, please do not hesitate to contact me at 253.798.3683 or by email at cwillia@co.pierce.wa.us. Thank you.

Sincerely,

Chad R. Williams
Associate Planner

CRW:vll
F:\...\CUOS\Eatonville_JDAlet.doc
Attachment

Printed on recycled paper

PIERCE COUNTY

APPLICATION FOR CLASSIFICATION OR RECLASSIFICATION
AS **OPEN SPACE** FOR CURRENT USE ASSESSMENT SOURCE DOCUMENT
RCW 84.34

OPEN SPACE LAND MEANS:

(a) Any land area so designated by a comprehensive land use plan adopted by a city or county authority, or
(b) Any land area, in which the preservation in its present use would:
- (i) Conserve and enhance natural or scenic resources,
- (ii) Protect streams or water supply,
- (iii) Promote conservation of soils, wetlands, beaches or tidal marshes,
- (iv) Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space,
- (v) Enhance recreation opportunities,
- (vi) Preserve historic sites,
- (vii) Preserve visual quality along highway, road, and street corridor or scenic vistas, or
- (viii) Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority.

(c) Or, any land meeting the definition of "farm and agricultural conservation land".

Fees: (a) $600.00 non-refundable application fee must be submitted with application. ($250.00, if in rural area)
(b) Fee for advertising the final public hearing will be billed and payable prior to recording the final contract. The cost varies depending on length of legal. (Approx. $50.00)
(c) If public access is requested or mandatory, signage requirements are available at the Pierce County Planning and Land Services office.

Name of Applicant: VAH EATON LIMITED PARTNERSHIP Day time phone # : 360-832-4611
Mail Address: " " ~~EARTH~~ TRUST (LIVING) If land gated (locked) give entry code
4615 LYNCH CK RD E. EATONVILLE WA 98328 or contact # for access _____

1. Interest in property: Fee owner ○ Contract Purchaser ○ Other ○
2. Property location: EATONVILLE AREA (SEE TAX STATEMENTS)
3. Is property within city limits? Yes ○ No ☒ I
4. Assessor's parcel #(s):

0416221002	68.55
0416221004	20
0416221008	6.21
0416221700	1.05
0416221701	0.35
0416224002	5.75

5. (a)Total acreage of parcel(s): APPX 94.2 (b)Total 103.09 eas: 1 ACRE FOR HOUSE
6. Legal description of land to be classified Open Space: (may attach copy) SEE TAX STATEMENTS
7. Legal or detailed description of area excluded (if any) from Open Space classification in 5(b)(may attach copy) 1 ACRE FOR HOUSE ON PARCEL # 0416221008
8. Describe the present improvements on this property: (buildings, etc.) HOUSE, GARAGE, SHED & SMALL BARN (1950)
9. Is this land subject to a lease or agreement, which permits any other use than it's present use? Yes ○ No ☒
   If yes, attach copy of the lease agreement.
10. Include a Map or Drawing of the Parcel(s), including location of excluded areas and all structures, etc.
11. Is this a reclassification (transfer) under 84.34.070 or 84.33 ? If yes, complete form 64.0060 or 64.0038.

STATEMENT OF ADDITIONAL TAX, INTEREST AND PENALTY DUE UPON REMOVAL OF CLASSIFICATION

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county Treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
   (a) The difference between the property tax paid as "Open Space" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
   (b) Interest upon the amounts of the difference (a), paid at the same statutory rate charged on delinquent property taxes.
   (c) A penalty of 20% shall be applied to the amount determined in (a) & (b) above if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal process, or except as a result of those conditions listed in (2) below
2. The additional tax, interest, and penalty specified in (1) above shall not be imposed if removal resulted solely from:
   a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
   b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
   c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
   d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
   e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.34.020.
   f) Acquisition of property interest by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f).
   g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2) (e) (farm homesite).
   h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
   i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120
   j) The creation, sale, or transfer of a fee interest or a conservation easement for the riparian open space program under RCW 76.09.040.
   k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.

AFFIRMATION

As owner(s) of the land described in this application, I hereby indicate by my signature that I am aware of the potential tax liability involved when the land ceases to be classified as Open Space under provision of CH 84.34 RCW, and that the Assessor-Treasurer's office may require pertinent data be periodically submitted as to the continued use of the land. I also declare under the penalties for false swearing that this application and any accompanying documents have been examined by me and to the best of my knowledge it is a true, correct, and complete statement.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Signatures of all Owner(s) or Contract Purchaser(s): Date:

(GENERAL PARTNER & TRUSTEE)

Submit application and fee to: **Pierce County Planning and Land Services (East)**
2401 S 35th St Ste 2
Tacoma WA 98409

	CATEGORIES	POINT SYSTEM
PRIORITY RESOURCE Note: A minimum of three priority resource points are necessary to qualify under the PBRS and not greater then 15 points are allowed	High Priority ☒ Critical Salmon Habitat ☒ Fish & Wildlife Habitat ☐ Marine Waters ☒ Streams ☒ Wetlands, Estuaries & Tidal Marshes ☒ Wooded Areas	5 points each
	Medium Priority ☒ Agricultural Lands ☐ Aquifer Recharge Areas ☒ Flood Hazard Areas ☒ Lakes ☒ Private Open Space Passive Recreation ☐ Privately Owned and Operated Recreational Facilities ☒ Private Trails & Corridors	3 points each
	Low Priority ☒ Archaeological Sites NISQUALLY INDIAN SITES ☒ Historic Landmark Sites T.C. VAN EATON ORIG. HOMESITE ☒ Landslide & Erosion Hazard Areas (Steep Slopes) ☐ Private Parks & Private Golf Courses w/Developed Facilities ☐ Scenic View Points & Corridors ☐ Seismic Hazard Areas ☐ Volcanic Hazard Areas	1 point each
BONUS	☐ Public Access Granted (Note: Some priority resource categories require public access.)	5 points
	☐ Conservation/Historic Easement Granted in Perpetuity (forever)	10 points
	☐ Site Within a Designated Urban Growth Area (UGA) or the Comprehensive Urban Growth Area (CUGA) ?,	5 points
	☒ Site is Adjacent to (abuts) or Creates Linkage with Another Open Space Parcel	5 points
SUPER BONUS	☐ Properties with at least five priority resource points and which allow a degree of public access appropriate to the sensitivity of the resource(s) and which Provide a qualifying conservation easement in perpetuity.	25 points

TOWN OF EATONVILLE FROM SELF ASSIDE

Points	0-2	3	6	9	12	15	18	20	25+	
% Reduction of Market Value	0%	20%	30%	40%	50%	60%	70%	80%	90%	

- **Applications received by Dec 31st, this year**
- **If approved, will receive an Open Space value next year**
- **For property tax due the following year**

Change of Classification or Use

(Chapters 84.33 and 84.34 RCW)

SOURCE DOCUMENT

Tax Code: 630

County: PIERCE

File With County Assessor

Applicant(s) name and address:

VAN ETTEN LIMITED PARTNERSHIP
& " " LIVING TRUST

Phone No: 360-832-2611

Land subject to this application (legal description):
SEE ATTCH. TX STATEMENTS

Assessor's Parcel or Account No:
SEE YOUR. LTR.

Auditor's File No. on original application:

Change of Classification

(Check appropriate box)

The land is currently classified as Farm and Agricultural land under RCW 84.34.020(2) and I hereby request reclassification as:

- ☐ Timber land as provided under RCW 84.34.020(3). (Attach completed form REV 64 0021 and a timber-management plan.)
- ☒ Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- ☐ Forest Land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021)
- ☒ Farm and Agricultural Conservation land as provided in RCW 84.34.020(1)(c). (Attach completed form REV 64 0021)

The land is classified as Open Space Farm and Agricultural Conservation land under RCW 84.34.020(1)(c) and I hereby request reclassification to:

- ☐ Farm and Agricultural land under RCW 84.34.020(2).

The land is currently classified as Timber land under RCW 84.34.020(3) and I hereby request reclassification as:

- ☐ Forest land classification under Chapter 84.33 RCW. (Attach completed form REV 62 0021)
- ☐ Open Space land as provided under RCW 84.34.020(1). (Attach completed form REV 64 0021)
- ☐ Farm and Agricultural land as provided under RCW 84.34.020(2). (Attach completed form REV 64 0024)

NOTE: If request to change classification is approved, no additional tax or penalty will be imposed.

Requests to transfer from Forest Land designation under provisions of Chapter 84.33 RCW to Current Use classification under Chapter 84.34 RCW should be made on REV 64 0038.

Attachment:

- ☐ REV 62 0021
- ☒ REV 64 0021
- ☐ REV 64 0024

General Information

RECLASSIFICATIONS: are defined in RCW 84.34.070(2) as follows:

(2) The following reclassifications are not considered withdrawals or removals and are not subject to additional tax under RCW 84.34.108:

(a) Reclassification between lands under RCW 84.34.020(2) and (3);

(b) Reclassification of land classified under RCW 84.34.020(2) or (3) or

Chapter 84.33 RCW to open space land under RCW 84.34.020(1);

(c) Reclassification of land classified under RCW 84.34.020(2) or (3) to forest land classified under Chapter 84.33 RCW; and

(d) Reclassification of land classified as open space land under RCW 84.34.020(1)(c) and reclassified to farm and agricultural land under RCW 84.34.020(2) if the land had been previously classified as farm and agricultural land under RCW 84.34.020(2).

(3) Applications for reclassification shall be subject to applicable provisions of RCW 84.34.035, 84.34.037, 84.34.041, and Chapter 84.33 RCW.

(4) The income criteria for land classified under

RCW 84.34.020(2)(b) and (c) may be deferred for land being reclassified from land classified under RCW 84.34.020(1)(c) or (3), or Chapter 84.33 RCW into RCW 84.34.020(2)(b) or (c) for a period of up to five years from the date of reclassification. [1992 c 69 §10]

FARM AND AGRICULTURAL CONSERVATION LAND: is defined in RCW 84.34.020(8)(a & b) as follows:

(8) "Farm and agricultural conservation land" means either:

(a) Land that was previously classified under subsection (2) of this section, that no longer meets the criteria of subsection (2) of this section, and that is reclassified under subsection (1) of this section; or

(b) Land that is traditional farmland that is not classified under Chapter 84.33 or 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture. [1992 c 69 § 4]

And also defined in RCW 84.34.037(2)(c) as follows:

(c) Whether granting the application for land applying under RCW 84.34.020(1)(c) will (i) either preserve land previously classified under RCW 84.34.020(2) or preserve land that is traditional farmland and not classified under Chapter 84.33 or 84.34 RCW, (ii) preserve land with a potential for returning to commercial agriculture, and (iii) affect any other factors relevant in weighing benefits to the general welfare of preserving the current use of property.

Signatures of Owner(s) or Contract Purchaser(s):

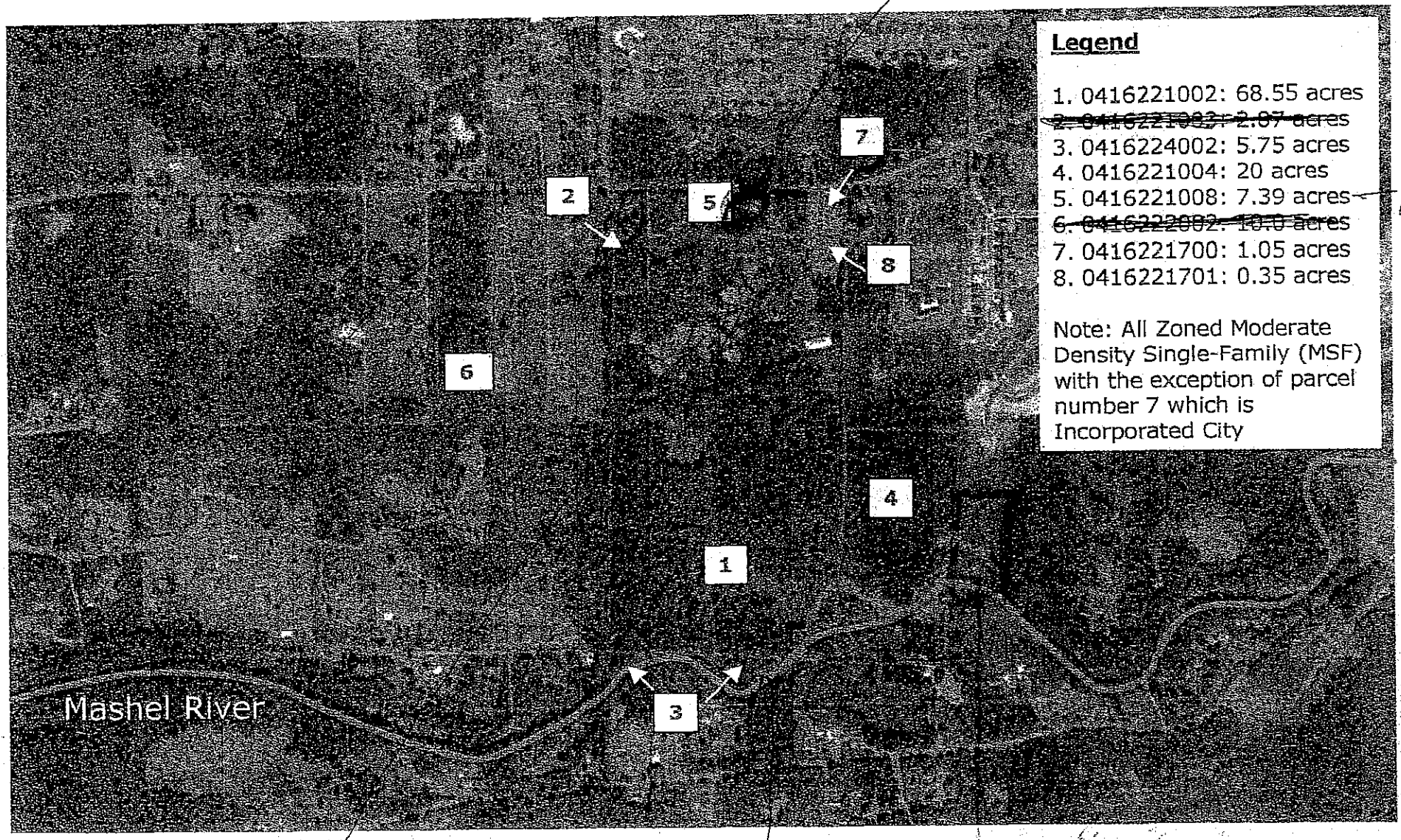
GEN. PARTNER (WA. PORT.)
TRUSTEE (AZ MAST)

Date 11/12/08

For tax assistance, visit http://dor.wa.gov/content/taxes/property/default.aspx or call (360) 570-5900. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.

HOUSE

Van Eaton Property, approx 116 acres



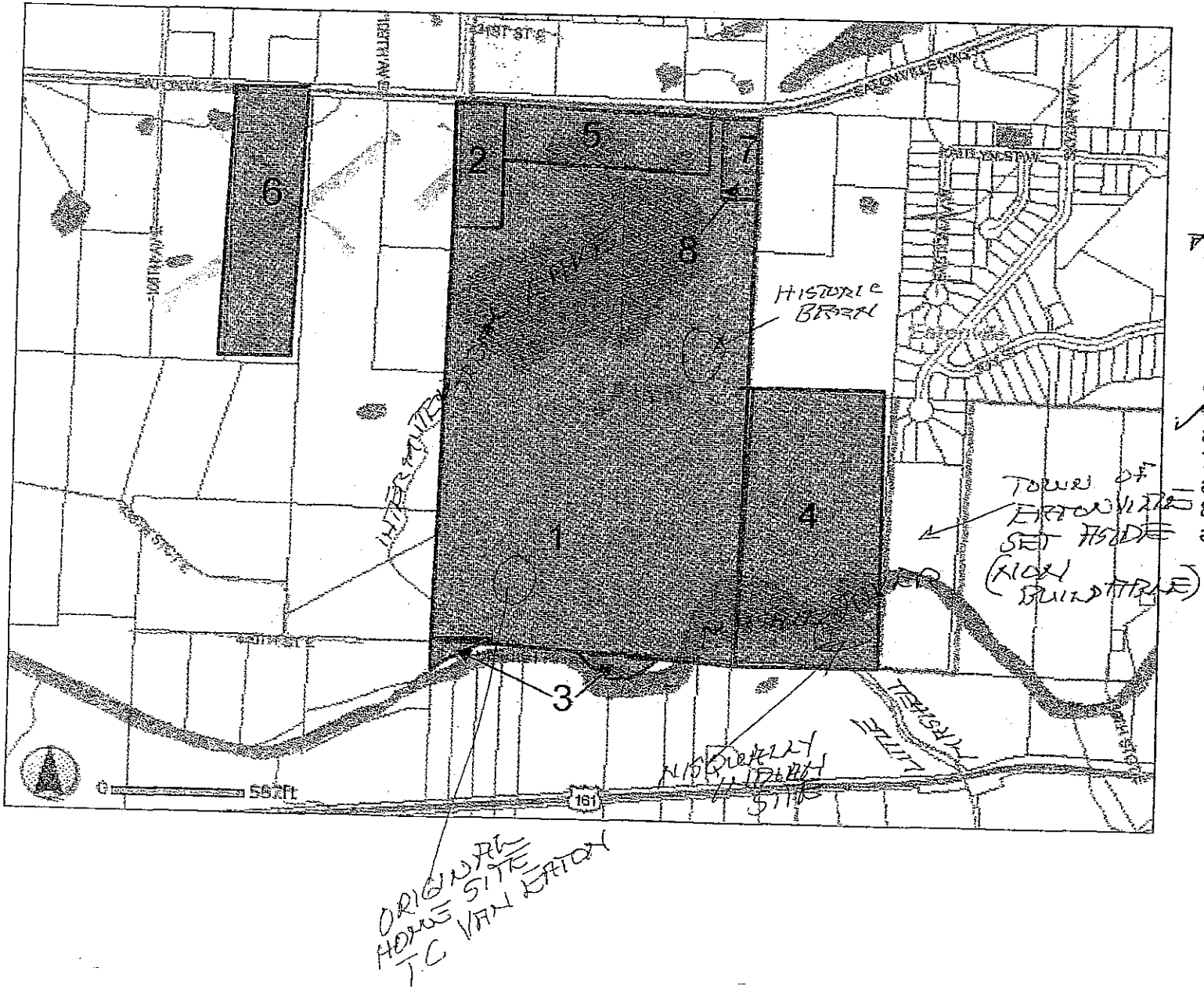
INCL HOMES

LAKE

MASHEL RIVER

SOURCE DOCUMENT

Eatonville Property



Parcel Numbers:

1. 0416221002: 68.55 acres
~~2. 0416221003: 2.87~~ SOLD acres
3. 0416224002: 5.75 acres
4. 0416221004: 20 acres
5. 0416221008: 7.39 acres
~~6. 0416222002: 10.0~~ NOT INCL acres
7. 0416221700: 1.05 acres
8. 0416221701: 0.35 acres

SOURCE DOCUMENT

SOURCE DOCUMENT

PARTNERSHIP

LIMITED

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/19/08

PARCEL NUMBER: 0416221700

2008 Tax Information

VAN EATON JOHN J & ELSIE M
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

Parcel Location: 950 EATONVILLE HWY W
TAX AREA CODE: 060
Section 22 Township 16 Range 04 Quarter 12 : N 300 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI 1.05 ACS AFN 2417754 CONT'D 1990 Q745754 SEGREGATED FOR TAX PURPOSE ONLY DUE TO . . . . .

VALUE INFORMATION FOR 2008 TAX

MARKET LAND:	92,500
CURRENT USE LAND :	375
TOTAL CURRENT USE VALUE	375
GENERAL LEVY RATE PER $1000 OF VALUE	9.07807872
CALCULATED GENERAL TAX	3.41

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete.
Please call (253) 798-6111 for additional information.

Current Use/Open Space: If you have agricultural, open space or timber lands, you may apply to qualify for the Current Use/Open Space Program. This generally means a reduced assessed value for the duration of the classification but removal may result in penalties and interest charges.
Please call (253) 798-6111 for additional information.

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	0.78
LOCAL SCHOOLS	1.19
COUNTY	0.39
CONSERVATION FUTURES	0.01
PARKS AND RECREATION	
CITY	0.80
METROPOLITAN PARK DISTRICT	
PORT	0.07
ROADS	
FIRE	
LIBRARY	0.17
WATER	
TOTAL GENERAL TAX DISTRIBUTION	3.41

$1.36 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	3.41

2008 CURRENT AMOUNT DUE: $3.41

- - - - - - DELINQUENCY DUE SECTION - - - - - - -

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

TOTAL AMOUNT $3.41

SOURCE DOCUMENT

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/19/08

PARCEL NUMBER: 0416221004

2008 Tax Information

VAN EATON JOHN J & ELSIE M TRUSTEE
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

Parcel Location: XXX SR161 E
TAX AREA CODE: 631
Section 22 Township 16 Range 04 Quarter 14 : W 1/2 OF SE OF NE CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 20.00 ACRES CONT'D 1990 Q745749 CONT'D 1994 Q880088 (D1263 CA5/15/90AT)

VALUE INFORMATION FOR 2008 TAX

MARKET LAND:	111,000
CURRENT USE LAND :	3,060
TOTAL CURRENT USE VALUE	3,060
GENERAL LEVY RATE PER $1000 OF VALUE	8.83403339
CALCULATED GENERAL TAX	27.03

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	6.33
LOCAL SCHOOLS	9.64
COUNTY	3.20
CONSERVATION FUTURES	0.12
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	
PORT	0.57
ROADS	4.29
FIRE	1.53
LIBRARY	1.35
WATER	
TOTAL GENERAL TAX DISTRIBUTION	27.03

$11.18 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	27.03
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	15.00
STATE FOREST PROTECTION:	17.90
PIERCE CONSERVATION DISTRICT:	5.00
ASSESS/CHARGES SUB-TOTAL:	37.90

2008 CURRENT AMOUNT DUE: $64.93

- - - - - - DELINQUENCY DUE SECTION - - - - - - -

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

STATE FOREST PROTECTION REFUND:
Owners of multiple parcels, under 50 acres each, who were charged a state forest protection assessment, may be eligible for a refund. Contact the Assessor-Treasurer's Office at (253) 798-6111 for information.

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption [illegible] of the physical improvement. You must apply for the

SOURCE DOCUMENT

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/19/08

PARCEL NUMBER: 0416221701

2008 Tax Information

VAN EATON JOHN J & ELSIE M TRUSTEE
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

Parcel Location: XXX EATONVILLE HWY
TAX AREA CODE: 631
Section 22 Township 16 Range 04 Quarter 12 : S 100 FT OF N 400 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI .35 ACS AFN 2417754 CONT'D 1990 Q745756 SEG'D FOR TAX PURPOSES ONLY DUE . . . . .

VALUE INFORMATION FOR 2008 TAX

MARKET LAND:	31,500
CURRENT USE LAND :	125
TOTAL CURRENT USE VALUE	125
GENERAL LEVY RATE PER $1000 OF VALUE	8.83403339
CALCULATED GENERAL TAX	1.10

STATE FOREST PROTECTION REFUND:
Owners of multiple parcels, under 50 acres each, who were charged a state forest protection assessment, may be eligible for a refund. Contact the Assessor-Treasurer's Office at (253) 798-6111 for information.

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete.
Please call (253) 798-6111 for additional information.

Current Use/Open Space: If you have agricultural, open space or timber lands, you may apply to qualify for the Current Use/Open Space Program. This generally means a reduced assessed value for the duration of the classification but removal may result in penalties and interest charges.
Please call (253) 798-6111 for additional information.

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	0.26
LOCAL SCHOOLS	0.39
COUNTY	0.13
CONSERVATION FUTURES	
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	
PORT	0.02
ROADS	0.18
FIRE	0.06
LIBRARY	0.06
WATER	
TOTAL GENERAL TAX DISTRIBUTION	1.10

$0.46 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	1.10
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	15.00
STATE FOREST PROTECTION:	17.90
PIERCE CONSERVATION DISTRICT:	5.00
ASSESS/CHARGES SUB-TOTAL:	37.90

2008 CURRENT AMOUNT DUE: $39.00

DELINQUENCY DUE SECTION

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

TOTAL AMOUNT	$39.00

SOURCE DOCUMENT

PARCEL NUMBER: 0416224002

2008 Tax Information

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/19/08

VAN EATON JOHN J & ELSIE M TRUSTEE
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

Parcel Location: XXX SR161 E
TAX AREA CODE: 631
Section 22 Township 16 Range 04 Quarter 42 : THAT PART OF NW OF SE N & W OF MASHELL RIV CURRENT USE ROW 84.34 AUD FEE 2417754 AGRI 1971 5.75 ACS AFN 2417754 CONT'D 1990 Q745757 CONT'D 1994 Q880089

VALUE INFORMATION FOR 2008 TAX

MARKET LAND:	76,100
CURRENT USE LAND :	585
TOTAL CURRENT USE VALUE	585
GENERAL LEVY RATE PER $1000 OF VALUE	8.83403339
CALCULATED GENERAL TAX	5.16

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	1.21
LOCAL SCHOOLS	1.84
COUNTY	0.61
CONSERVATION FUTURES	0.02
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	0.11
PORT	0.82
ROADS	0.29
FIRE	0.26
LIBRARY	
WATER	
TOTAL GENERAL TAX DISTRIBUTION	5.16

$2.14 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	5.16
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	15.00
STATE FOREST PROTECTION:	17.90
PIERCE CONSERVATION DISTRICT:	5.00
ASSESS/CHARGES SUB-TOTAL:	37.90

2008 CURRENT AMOUNT DUE: $43.06

- - - - - - DELINQUENCY DUE SECTION - - - - - -

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

TOTAL AMOUNT	$43.06

STATE FOREST PROTECTION REFUND:
Owners of multiple parcels, under 50 acres each, who were charged a state forest protection assessment, may be eligible for a refund. Contact the Assessor-Treasurer's Office at (253) 798-6111 for information.

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete.
Please call (253) 798-6111 for additional information.

Current Use/Open Space: If you have agricultural, open space or timber lands, you may apply to qualify for the Current Use/Open Space Program. This generally means a reduced assessed value for the duration of the classification but removal may result in penalties and interest charges.
Please call (253) 798-6111 for additional information.

SOURCE DOCUMENT

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/19/08

PARCEL NUMBER: 0416221002

2008 Tax Information

VAN EATON JOHN J & ELSIE M
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

Parcel Location: XXX 440TH ST E
TAX AREA CODE: 630
Section 22 Township 16 Range 04 Quarter 12 : SW OF NE & BEG 211 FT E OF NW COR OF NE TH S 627 FT TH W 211 FT TO W LI OF NE TH S TO SW COR OF NW OF NE TH E TO SE COR NW OF NE TH N TO NE COR NW OF NE . . . . .

VALUE INFORMATION FOR 2008 TAX

MARKET LAND:	379,500
MARKET IMPROVEMENTS:	9,000
CURRENT USE LAND :	18,110
CURRENT USE IMPROVEMENTS:	9,000
TOTAL CURRENT USE VALUE	27,110
GENERAL LEVY RATE PER $1000 OF VALUE	10.33403339
CALCULATED GENERAL TAX	280.15

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	56.08
LOCAL SCHOOLS	85.49
COUNTY	28.32
CONSERVATION FUTURES	1.06
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	
PORT	5.02
ROADS	37.97
FIRE	54.22
LIBRARY	11.99
WATER	
TOTAL GENERAL TAX DISTRIBUTION	280.15

$99.05 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	280.15
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	27.42
STATE FOREST PROTECTION:	18.21
PIERCE CONSERVATION DISTRICT:	5.00
ASSESS/CHARGES SUB-TOTAL:	50.63

2008 CURRENT AMOUNT DUE: $330.78

- - - - - - DELINQUENCY DUE SECTION - - - - - - -

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

STATE FOREST PROTECTION REFUND:
Owners of multiple parcels, under 50 acres each, who were charged a state forest protection assessment, may be eligible for a refund. Contact the Assessor-Treasurer's Office at (253) 798-6111 for information.

Tax Reduction: If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

3-year deferral: If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete.

SOURCE DOCUMENT

Pierce County
Assessor-Treasurer
KEN MADSEN

2401 South 35th Street Rm 142
Tacoma, WA 98409-7498
(253) 798-6111
(800) 992-2456 (outside local area, WA only)
Printed: 02/13/08

PARCEL NUMBER: 0416221008

2008 Tax Information

VAN EATON ELSIE M TTEE
PO BOX 745
EATONVILLE WA 98328-0745

TAX PROPERTY DESCRIPTION

arcel Location: 11310 EATONVILLE HWY E
AX AREA CODE: 630
ection 22 Township 16 Range 04 Quarter 12 : BEG 211 FT E
: NW COR OF NE TH S 300 FT TH E 900 FT TH N 300 FT TH W
0 FT TO BEG EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754
RI 1971 6.21 ACS CONT'D . . . . .

VALUE INFORMATION FOR 2008 TAX

ARKET LAND:	117,100
ARKET IMPROVEMENTS:	261,700
URRENT USE LAND :	19,460
URRENT USE IMPROVEMENTS:	261,700
OTAL CURRENT USE VALUE	281,160
ENERAL LEVY RATE PER $1000 OF VALUE	10.33403339
ALCULATED GENERAL TAX	2,905.52

HUD Verify

ATE FOREST PROTECTION REFUND:
ners of multiple parcels, under 50 acres each, who were charged a state forest
otection assessment, may be eligible for a refund. Contact the
sessor-Treasurer's Office at (253) 798-6111 for information.

x Reduction: If your property is damaged or destroyed, you may be eligible
r reduced assessed value for taxes payable in the year that the loss occurred.
ease call (253) 798-6111 for additional information.

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ferral before construction is complete.
ease call (253) 798-6111 for additional information.

rrent Use/Open Space: If you have agricultural, open space or timber lands,
u may apply to qualify for the Current Use/Open Space Program. This generally
ans a reduced assessed value for the duration of the classification but
moval may result in penalties and interest charges.
ease call (253) 798-6111 for additional information

GENERAL TAX DISTRIBUTION

1% LIMIT HAS BEEN APPLIED

STATE	581.65
LOCAL SCHOOLS	886.67
COUNTY	293.72
CONSERVATION FUTURES	10.99
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	
PORT	52.04
ROADS	393.78
FIRE	562.32
LIBRARY	124.35
WATER	
TOTAL GENERAL TAX DISTRIBUTION	2,905.52

$1,027.24 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS

2008 CURRENT TAXES

GENERAL PROPERTY TAX:	2,905.52
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	26.00
STATE FOREST PROTECTION:	17.90
PIERCE CONSERVATION DISTRICT:	5.00
ASSESS/CHARGES SUB-TOTAL:	48.90

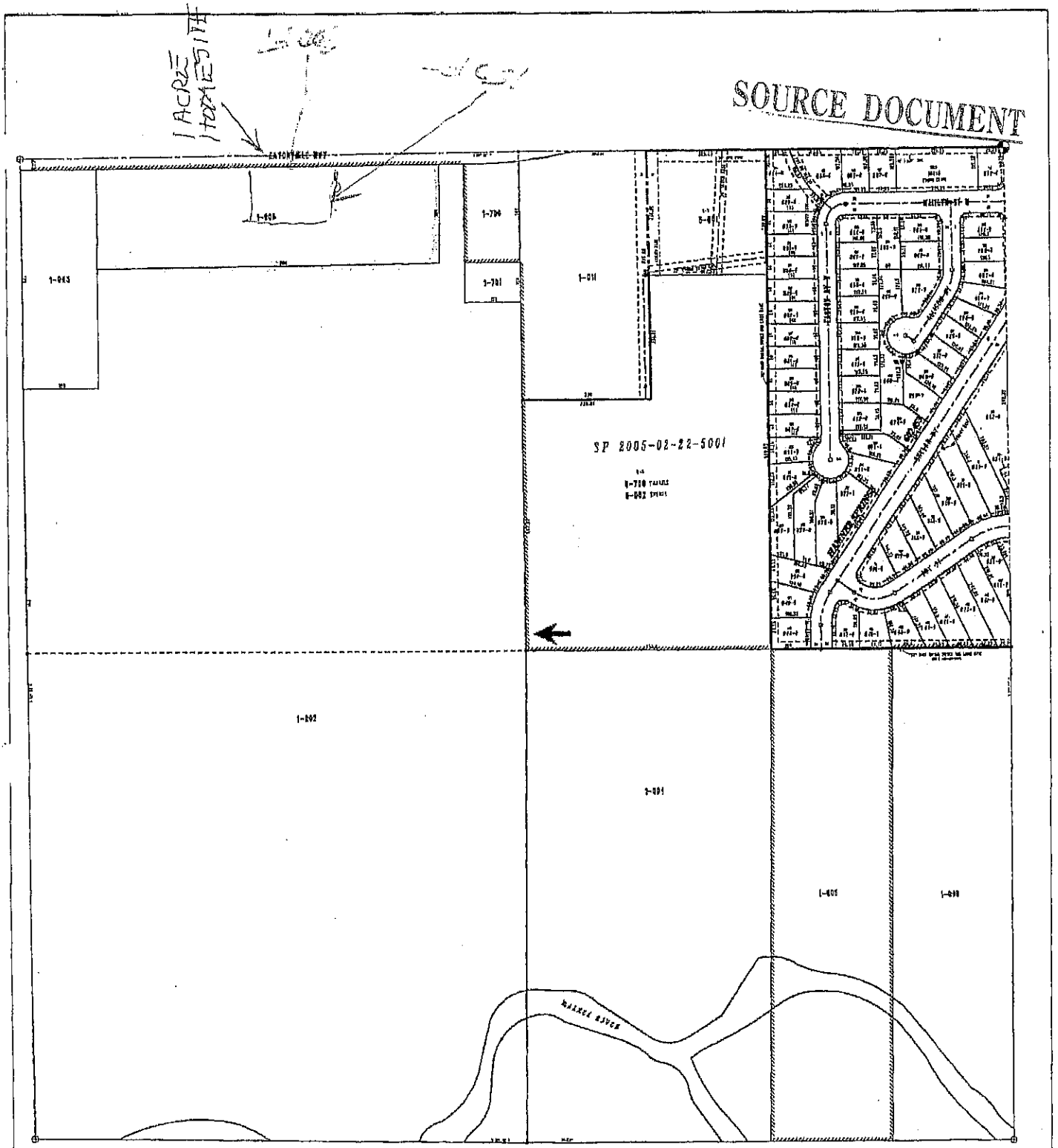
2008 CURRENT AMOUNT DUE: $2,954.42

- - - - - - DELINQUENCY DUE SECTION - - - - - - -

YEAR	TAXES	INT/PEN TO APR 30	TOTAL

TOTAL AMOUNT	$2,954.42

SOURCE DOCUMENT



Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-6626
FAX (253) 798-7509
1-800-992-2456
rbush@co.pierce.wa.us
www.piercecountywa.org/council

Roger Bush, Chair
Councilmember, District 3

July 26, 2010

[redacted]

Subject: New County Process for Handling Current Use Open Space and Timberland Applications Located within a City or Town

Dear Mayor [redacted]

We are changing the process we use for handling current use open space and timberland applications for land located within a city or town. Last year the State legislature amended RCW 84.34.041(2) addressing these types of applications:

> An application made for classification of land under RCW 84.34.020(3) shall be acted upon after a public hearing . . . **Application for classification of land in an incorporated area shall be acted upon by: . . . (b) separate affirmative acts by both the county and city legislative bodies where both bodies affirm the entirety of an application without modification or both bodies affirm an application with identical modifications.**
> (Emphasis added)

The County's new process is consistent with this new provision and includes the following steps:

1. After the application is received by the County, Planning and Land Services and Assessor-Treasurer staff will provide a review of the application pursuant to Chapter 2.114 of the Pierce County Code and Chapter 84.34 RCW, and make a recommendation in the form of a staff report, which is sent to the city or town and the applicant.
2. Staff incorporates their recommendation and staff report into a proposed Council Ordinance and submits the proposal to the County Council.
3. The County Council holds a public hearing and acts on the Ordinance. The applicant and city/town are notified of the public hearing date.
4. If passed, the adopted Ordinance is forwarded to the city or town for its review and concurrence. A cover letter explaining the process will be included and the applicant will be copied on this transmittal.
5. The city or town affirms the application by a legislative action of its own.

6. The municipality forwards official documentation of its legislative action to the Chief Clerk of the County Council.
7. After confirmation that the application affirmed by the city or town has not been modified, the Council forwards the approvals to the Planning and Land Services Department. Please note that if the city or town finds that a modification is desired or necessary, they should notify the Council Clerk (see County contacts below) and then the County will develop a new Ordinance and begin again at #3.
8. The Department sends a contract to the applicant for signature, obtains the Executive's signature, and records the document with the County Auditor.
9. In 2010, if the municipality's documentation of affirmation has been received by the Council by October 1, 2010, and pending the timely recording of the contract, the new value will take effect in 2011 for tax due in 2012. In subsequent years, the municipality's documentation will need to be received by July 1 for the new value to be effective the following year with the new tax the year after that.

The County contacts for this process include:

Chad Williams	Planning and Land Services Department cwillia@co.pierce.wa.us	253.798.3683
Sue Testo	Assessor-Treasurer Office stesto@co.pierce.wa.us	253.798.7137
Jeff Cox	Deputy Legal Counsel, County Council Office jcox@co.pierce.wa.us	253.798.7579
Denise Johnson	Chief Clerk, County Council Office djohnso@co.pierce.wa.us	253.798.6065

To help us make sure we've notified the right personnel for your jurisdiction please confirm the appropriate contacts by phone or email to the Clerk, Denise Johnson. We currently have applications for: Buckley, DuPont, Eatonville, Edgewood, Puyallup and Sumner. We intend to approve and forward adopted County Ordinances for these applications in August.

We think this new process will ensure a timely processing of applications. If you have any questions, please refer to the contacts listed above.

Sincerely,

ROGER BUSH, Chair
Pierce County Council

Cc: County Councilmembers
County Executive
County Assessor-Treasurer
City/Town Mayors
City/Town Clerks and City Managers

Patty Face

From: Patty Face
Sent: Friday, September 17, 2010 5:16 PM
To: 'legals@thenewstribune.com'
Subject: Ordinance No. 2010-52 Legal Notice of Adoption to be Published in The Herald on September 22, 2010
Attachments: 2010-52 adoption.doc

Attached is a legal Notice of Adoption for Ordinance No. 2010-52 to be published in *The Herald* on September 22, 2010.

Please provide email verification receipt.

To receive payment, please submit invoice and proof of publication in duplicate (invoice, affidavit) to the Office of the Pierce County Council, 930 Tacoma Avenue South, Room 1046, Tacoma, WA 98402.

Please submit duplicate invoice and affidavit IMMEDIATELY after the last date of publication.

Thank you,

Patty Face
Deputy Clerk
Office of the Pierce County Council
930 Tacoma Avenue South – Room 1046
Tacoma, WA 98402
(253) 798-2687
pface@co.pierce.wa.us
www.piercecountywa.org/council

NOTICE OF ADOPTION
OF PIERCE COUNTY ORDINANCE NO. 2010-52

NOTICE IS HEREBY GIVEN THAT ORDINANCE NO. 2010-52, An Ordinance of the Pierce County Council Affirming an Application for Open Space Classification Under Current Use Assessment on Certain Properties Located Within the Incorporated Boundaries of the Town of Eatonville in Pierce County; Directing the Clerk to Forward This Ordinance to the Town of Eatonville for its Affirmation of This Application Consistent with Revised Code of Washington 84.34.037; and Adopting Findings of Fact (Application No. OS57-08), HAS BEEN ADOPTED.

Case No. OS57-08, Parcel Nos. 0416221002, 0416221004, 0416221008, 0416221700, 0416221701 and 0416224002, Van Eaton Ltd. Partnership/Van Eaton Trust: LEGAL DESCRIPTION OF THE PROPERTY UNDER CURRENT USE ASSESSMENT: RTSQQ: 04162212. 0416221002; SW OF NE & BEG 211 FT E OF NW COR OF NE TH S 627 FT TH W 211 FT TO W LI OF NE TH S TO SW COR OF NW OF NE TH E TO SE COR NW OF NE TH N TO NE COR NW OF NE TH W TO BEG EXC E 152 FT OF N 400 FT & EXC N 300 FT OF E 900 FT OF W 1105 FT OF NW OF NE EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 68.55 ACS AFN 2417754 CONT'D 1990 Q745748 CONT'D 1994 Q880085 DC2091 CA3/2/90AT. RTSQQ: 04162214. 0416221004; W 1/2 OF SE OF NE CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 20.00 ACRES CONT'D 1990 Q745749 CONT'D 1994 Q880088 (D1263 CA5/15/90AT). RTSQQ: 04162212. 0416221008; BEG 211 FT E OF NW COR OF NE TH S 300 FT TH E 900 FT TH N 300 FT TH W 900 FT TO BEG EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 6.21 ACS CONT'D 1990 Q745752 (DC1954 CA3/2/90AT). RTSQQ: 04162212. 0416221700; N 300 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI 1.05 ACS AFN 2417754 CONT'D 1990 Q745754 SEGREGATED FOR TAX PURPOSE ONLY DUE TO ANNEXATION OF TOWN OF EATONVILLE ORD #83-2 & BRB CASE #82-4" OUT OF 1-007 SEG U-0456CHES CONT'D 1994 Q880087 (D1479CAAT5-15-90). RTSQQ: 04162212. 0416221701; S 100 FT OF N 400 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI .35 ACS AFN 2417754 CONT'D 1990 Q745756 SEG'D FOR TAX PURPOSES ONLY DUE TO ANNEXATION TO TOWN OF EATONVILLE ORD #83-2 BRB CASE #82-4 OUT OF 1-007 CONT'D 1994 Q880084 SEG U-0456CH ES DC1955 CA3/2/90AT. RTSQQ: 04162242. 0416224002 THAT PART OF NW OF SE N & W OF MASHELL RIV CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 5.75 ACS AFN 2417754 CONT'D 1990 Q745757 CONT'D 1994 Q880089. DESCRIPTION OF AREA EXCLUDED FROM THE CURRENT USE ASSESSMENT: EXCEPT A ONE ACRE AREA OF THE PROPERTY USED FOR RESIDENTIAL PURPOSES. Map in Ordinance file (100.91 acres).

If you have any questions about this Ordinance, please call Denise Johnson, Clerk of the Council, at (253) 798-6065.

NOTICE IS FURTHER GIVEN that copies of this entire Ordinance are filed in the Pierce County Council's Office, County-City Building, 930 Tacoma Avenue South, Room 1046, Tacoma, WA 98402, and are available Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. Copies of the Ordinance are available upon request for a charge as set by Ordinance.

Ordinance No. 2010-52 was passed by the Pierce County Council on August 31, 2010. It was signed by the Executive on September 8, 2010. It became effective on September 18, 2010.

Denise Johnson
Clerk of the Council

Publish: September 22, 2010

Pierce County
Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-7777
FAX (253) 798-7509
TDD (253) 798-4018
1-800-992-2456

TO: Kathy Schomaker, Planning and Land Services

FROM: Patty Face, Deputy Clerk PF

DATE: September 7, 2010

SUBJECT: **Billing and Payment of Legal Advertising of Open Space Classification for Proposal No. 2010-52**

As specified in Pierce County Code 2.114.070, the costs of legal advertising for the final public hearing are to be billed to the applicant. These costs must be paid prior to being recorded with the Auditor.

The legal ad was published in The Herald on August 11, 2010.

	Cost	Application No./Applicant
Proposal No. 2010-52	$25.20	OS57-08, Van Eaton Ltd. Partnership/Van Eaton Trust

Please pay this invoice and bill the applicant for the legal advertising costs involved in this open space application as soon as possible.

Attachment: Affidavit of Publication
Invoice showing amount owed

c: Chad Williams, PALS

THE NEWS TRIBUNE
[thenewstribune.com]
P.O. Box 11000 • 1950 South State Street • Tacoma WA 98411-0008
Also serving...
• THE PENINSULA GATEWAY • THE HERALD
• THE NORTHWEST GUARDIAN
• SOUTH SOUND VALUES

Advertising Invoice and Statement

1 BILLING PERIOD	2 ADVERTISER / CLIENT NAME
08/08/10 08/14/10	PC COUNCIL

23 TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
		10 DAYS NET

21 CURRENT AMOUNT DUE	22 30 DAYS	60 DAYS	OVER 90 DAYS

8 BILLED ACCOUNT NAME AND ADDRESS	4 PAGE #	5 BILLING DATE
PIERCE COUNTY COUNCIL D JOHNSON/COUNTY COUNCIL OFC 930 TACOMA AVE S RM 1046 TACOMA WA 98402-2105	2	08/14/10

6 BILLED ACCOUNT NUMBER: 650550

7 ADVERTISER / CLIENT NUMBER: 650550

REMITTANCE AMOUNT

SEP 07 2010

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE.

DATE	11 NEWSPAPER REFERENCE PUB SECT PG#	12 13 14 DESCRIPTION - OTHER COMMENTS / CHANGES	15 16 SAU SIZES BILLED UNITS	17 18 TIMES RUN RATE	19 GROSS AMOUNT	20 NET AMOUNT
08/11	S1398941300	2010-52/2010-52NOTICE 08/11 3950	84.0L	1.0X 84.00L	25.20	25.20
08/11	S1398943200	2010-56/2010-56NOTICE 08/11 3950	29.0L	1.0X 29.00L	8.70	8.70
08/11	S1398943400	2010-49/2010-49NOTICE 08/11 3950	54.0L	1.0X 54.00L	16.20	16.20
08/11	S1398945500	2010-48/2010-48NOTICE 08/11 3950	250.0L	2.0X 125.00L	75.00	75.00
08/11	S1398946200	2010-22/2010-22NOTICE 08/11 3940	58.0L	1.0X 58.00L	17.40	17.40
				TOTAL	DUE	405.90

THIS IS A SPECIAL MEMO BILLING GENERATED PER YOUR REQUEST

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS	90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
					405.90

SAU™

ADVERTISER INFORMATION

25 1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT	2 ADVERTISER / CLIENT NAME
08/08/10 08/14/10	650550	650550	PC COUNCIL

THE NEWS TRIBUNE
[thenewstribune.com]
P.O. Box 11000 • 1950 South State Street
Tacoma WA 98411-0008

PHONE: 253.597.8506, 253.597.8540, 253.597.8740 FAX: 253.274.7361 Fed ID: 68-0099037
Thank you for your patronage. Payment is due upon receipt. Billing inquiries must be made within 30 days of ad expiration.
The News Tribune serves as Selling and Billing Agent for The Herald, The Northwest Guardian, South Sound Values and as Billing Agent for The Peninsula Gateway

Gateway The Herald NORTHWEST GUARDIAN South Sound Values

2010-52
Herald
Aug 11, 2010
$25.20

AFFIDAVIT OF PUBLICATION
STATE OF WASHINGTON
COUNTY OF PIERCE

I, Nick Sandy, being first duly sworn, on oath, says that he is the legal clerk of The Puyallup Herald, a weekly newspaper, published in Tacoma, Pierce County, Washington, and of general circulation in said state, and having a weekly circulation of over 14,000 copies. That said newspaper is now and at all times hereinafter mentioned as a legal newspaper as defined by the laws of the state, duly approved by the Superior Court of Pierce County, Washington. That the advertisement, of which the attached is a printed copy as it was published in the regular issue of said newspaper, was published 1 time(s), commencing on the 11th day of August 2010 and ending on the 11th day of August 2010.

Ad Number S1398941300
ACCT#650550 PC COUNCIL

Subscribed to and sworn before me on this 11th day of August 2010.

LYNNETT V. STEVENSON
COMMISSION EXPIRES
NOTARY
PUBLIC
04 - 13 - 13
STATE OF WASHINGTON

Notary public in and for the state of Washington, residing in Pierce County.
1950 So. State St. Tacoma, WA 98405

RECEIVED
SEP 07 2010
PIERCE COUNTY COUNCIL

NOTICE OF PUBLIC HEARING
BEFORE THE PIERCE COUNTY COUNCIL

NOTICE IS HEREBY GIVEN that the Pierce County Council will hold a public hearing on Tuesday, August 31, 2010, at 3:00 p.m., in the Pierce County Council Chambers, Room 1045, 10th Floor of the County-City Building, 930 Tacoma Avenue South, Tacoma, WA 98402 to consider the following:

Proposal No. 2010-52, An Ordinance of the Pierce County Council Affirming the County's Approval of an Application for Open Space Classification Under Current Use Assessment on Certain Properties Located Within the Incorporated Boundaries of the Town of Eatonville in Pierce County; Directing the Clerk to Forward This Ordinance to the Town of Eatonville for its Affirmation of This Application Consistent with Revised Code of Washington 84.34.037; and Adopting Findings of Fact. (Application No. OS57-08)

Case No. OS57-08, Parcel Nos. 0416221002, 0416221004, 0416221008, 0416221700, 0416221701 and 0416224002, Van Eaton Ltd. Partnership/Van Eaton Trust: LEGAL DESCRIPTION OF THE PROPERTY UNDER CURRENT USE ASSESSMENT: RTSQQ: 04162212: 0416221002: SW OF NE & BEG 211 FT E OF NW COR OF NE TH S 627 FT TH W 211 FT TO W LI OF NE TH S TO SW COR OF NW OF NE TH E TO SE COR NW OF NE TH N TO NE COR NW OF NE TH W TO BEG EXC E 152 FT OF N 400 FT & EXC N 300 FT OF E 900 FT OF W 1105 FT OF NW OF NE EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 68.55 ACS AFN 2417754 CONT'D 1990 Q745748 CONT'D 1994 Q880085 DC2091 CA3/2/90AT. RTSQQ: 04162214: 0416221004: W 1/2 OF SE OF NE CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 20.00 ACRES CONT'D 1990 Q745749 CONT'D 1994 Q880088 (D1263 CA5/15/90AT). RTSQQ: 04162212: 0416221008: BEG 211 FT E OF NW COR OF NE TH S 300 FT TH E 900 FT TH N 300 FT TH W 900 FT TO BEG EXC RD CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 6.21 ACS CONT'D 1990 Q745752 (DC1954 CA3/2/90AT). RTSQQ: 04162212: 0416221700: N 300 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI 1.05 ACS AFN 2417754 CONT'D 1990 Q745754 SEGREGATED FOR TAX PURPOSE ONLY DUE TO ANNEXATION OF TOWN OF EATONVILLE ORD #83-2 & BRB CASE #82-4" OUT OF 1-007 SEG U-0456CHES CONT'D 1994 Q880087 (D1479CAAT5-15-90). RTSQQ: 04162212: 0416221701: S 100 FT OF N 400 FT OF E 152 FT OF NW OF NE CURRENT USE RCW 84.34 1971 AGRI .35 ACS AFN 2417754 CONT'D 1990 Q745756 SEG'D FOR TAX PURPOSES ONLY DUE TO ANNEXATION TO TOWN OF EATONVILLE ORD #83-2 BRB CASE #82-4 OUT OF 1-007 CONT'D 1994 Q880084 SEG U-0456CH ES DC1955 CA3/2/90AT. RTSQQ: 04162242: 0416224002: THAT PART OF NW OF SE N & W OF MASHELL RIV CURRENT USE RCW 84.34 AUD FEE 2417754 AGRI 1971 5.75 ACS AFN 2417754 CONT'D 1990 Q745757 CONT'D 1994 Q880089. DESCRIPTION OF AREA EXCLUDED FROM THE CURRENT USE ASSESSMENT: EXCEPT A ONE ACRE AREA OF THE PROPERTY USED FOR RESIDENTIAL PURPOSES. Map in Ordinance file (100.91 acres).

This hearing date was set by action of the Pierce County Council at its August 3, 2010, meeting.

Copies of the entire proposed Ordinance are available in the Office of the Pierce County Council, County-City Building, 930 Tacoma Avenue South, Room 1046, Tacoma, WA 98402, and are available Monday through Friday between the hours of 9 a.m. and 4 p.m. Copies of the Ordinance are available upon request for a charge as set by Ordinance.

Public participation is encouraged. Public testimony will be taken. Written comments are welcome as well.

If you have any questions about this proposal, please call Jeff Cox, Deputy Legal Counsel, at (253) 798-7579 or the Council Office at (253) 798-7777.

Denise D. Johnson
Clerk of the Council
Publish: August 11, 2010

Denise Johnson

From: Denise Johnson
Sent: Friday, August 06, 2010 4:07 PM
To: 'legals@thenewstribune.com'
Subject: Proposal No. 2010-52 legal notice for publication on August 11, 2010 in the Puyallup Herald
Attachments: pubhr - 2010-52.doc

Attached is the legal notice of public hearing for Proposal No. 2010-52, to be published in the Puyallup Herald on August 11, 2010.

Please provide email verification receipt.

To receive payment, please submit invoice and proof of publication in duplicate (invoice, affidavit and tear sheet) to the Office of the Pierce County Council, 930 Tacoma Avenue South, Room 1046, Tacoma, WA 98402.

Please submit duplicate invoice and affidavit IMMEDIATELY after the last date of publication.

Sincerely,

Denise D. Johnson, CMC
Clerk of the Council
(253) 798-6065

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Public participation is encouraged. Public testimony will be taken. Written comments are welcome as well.

If you have any questions about this proposal, please call Jeff Cox, Deputy Legal Counsel, at (253) 798-7579 or the Council Office at (253) 798-7777.

Denise D. Johnson
Clerk of the Council

Publish: August 11, 2010

RESOLUTION 2010-TT

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN A PURCHASE AND SALE AGREEMENT WITH CFD RENTALS LLC AND JERRY SMITH IN FURTHERANCE OF THE TOWN'S MASHEL RIPARIAN HABITAT ACQUISITION AND PROTECTION PROJECT

WHEREAS, the Town of Eatonville was awarded a grant in the amount of $823,286.00 from the Washington State Recreation and Conservation Office (WSRCO) to purchase riparian habitat along the Mashel River, and;

WHEREAS, the Town's acquisition of property of this kind will benefit the environment and the citizens of Eatonville, and;

WHEREAS, one property providing such riparian habitat is owned by CFD Rentals LLC and Jerry Smith, and;

WHEREAS, the Town has obtained an appraisal of the property owned by CFD Rentals LLC and Jerry Smith, and;

WHEREAS, the Town and CFD Rentals LLC and Jerry Smith have negotiated a purchase and sale agreement (attached hereto as Exhibit A) for the Town's purchase of the subject property for $325,000 which is the appraised amount; and

WHEREAS, the entire purchase price shall come from the WSRCO and SRFB grant funds;

WHEREAS, the Sellers have refused to provide any warranty or indemnification for the physical condition of the property (such as contamination with hazardous substances), and the Town has ordered a Phase I evaluation of the physical condition of the property; and

WHEREAS, the Phase I evaluation was received on November 3, 2010, (attached hereto as Exhibit B), which concludes that further investigation into the environmental condition of the property is not warrented; and

WHEREAS, on October 11, 2010, the Council authorized the Mayor to sign the Purchase and Sale Agreement, which requires that the Council make a decision whether the Phase I evaluation is acceptable; and

WHEREAS, the Council has reviewed the Phase I evaluation attached hereto;

NOW THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1: The Mayor is authorized to proceed with the steps involved in purchasing the Property, as described in the Purchase and Sale Agreement executed on October 11, 20010, in the amount of Three Hundred Twenty-Five Thousand Dollars ($325,000.00).

Section 2: The Council has determined that the Phase I report is acceptable.

Section 3: The Mayor is authorized to sign the Hazardous Substances Certification from WSRCO and SRFB to receive the grant funds in order to pay the property's purchase price.

PASSED by the Council of the Town of Eatonville at a regular meeting this ___ day of November, 2010.

_____
Raymond Harper, Mayor

ATTEST:

_____
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

_____
Carol A. Morris, Town Attorney

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement", is entered into this 11th day of October, 2010, by and between the Town of Eatonville, a Washington municipal corporation (hereinafter the "Purchaser" or "Town") and CFD Rentals, a LLC organized under the State of Washington ("CFD") and Jerry A. Smith, a single individual ("Smith"), (CFD and Smith are together hereinafter the "Seller");

WHEREAS, Seller is the owner of that certain real property described as Pierce County Parcel 0416242026, commonly known as 43510 Alder Cutoff Road, in Eatonville, Washington, legally described in Exhibit A, which is attached hereto and made a part hereof by this reference (the 'Property"); and

WHEREAS, the Seller desires to sell the Property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of Three Hundred Twenty-Five Thousand Dollars and no cents ($325,000.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale of the Property, Purchase Price and Manner of Payment for the Property.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all improvements, appurtenances, rights, licenses, privileges, easements and all of Seller's right, title and interest in and to any street or road abutting the Property, if any.

The total purchase price for the Property (the "Purchase Price") shall be Three Hundred Twenty-Five Thousand Dollars and no cents ($325,000.00). The Purchaser shall not be required to pay an earnest money unless and until the Town Council makes a decision to proceed with the purchase, as provided in Section 6 herein. If all of the applicable contingencies in Section 6 have been satisfied, the Purchaser shall make an earnest money deposit of $5,000 Dollars ($5000.00) into escrow. The remaining balance shall be due on Closing. Any prorations as determined in Section 5 herein shall be reflected in the amount paid to the Seller at Closing.

2. **Closing of Property.**

2.1 Closing Date for Property. The Closing Date for the purchase and sale of the Property shall be held no later than November 30, 2010, in the office of the Escrow

Agent. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written agreement of the parties. The Purchaser and the Seller may agree in writing to extend the Closing Date at any time.

2.2 Deliveries at Closing. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property and all improvements thereon, by statutory warranty deed (the "Deed"), duly executed and in recordable form and insurable as such by Northpoint Title and Escrow, Puyallup, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 9 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) such other documents, if any, as maybe reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

3. **Possession and Use**. Possession of the Property shall be delivered by Seller to Purchaser at the Closing.

4. **Closing Costs Relating to the Property**. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by the Sellers; (b) the cost of recording the Deed to Purchaser shall be paid by the Sellers; (c) the escrow fee will be paid ½ by the Seller and ½ by the Purchaser; (d) any applicable excise or transfer taxes shall be paid by Seller; (e) all other expenses shall be paid by the Purchaser. Encumbrances to be discharged by Seller to provide clear title for the Property shall not be expenses of escrow.

5. **Prorations**. The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

5.1 Any applicable town, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

5.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Seller shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Purchaser shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

5.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

5.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

6. **Conditions Precedent to Purchaser's Obligation to Close.**

6.1 Purchaser's obligation to acquire the Property shall be conditioned upon the satisfaction, or waiver by Purchaser of the following conditions: (a) approval of this Agreement by the Eatonville Town Council; (b) inspection by the Town for Hazardous Substances, receipt and approval by the Eatonville Town Council of all environmental and Hazardous Substances reports from the Town's Consultant; (c) the Town Council's approval of an appraisal commissioned and paid for as provided herein; (d) after the Town Council's receipt and approval of the Hazardous Substances report and the appraisal, the Town Council's discretionary decision to proceed with the sale for the Purchase Price set forth in Section 1 herein; (e) completion by Seller of all deliveries required of Seller prior to the Property Closing; (f) that there has been no breach by Seller of any of the

warranties and/or covenants of this Agreement; (g) a review of the solvency of Seller under paragraph 8.2.3 and (h) the Town's receipt of adequate grant funds under the Washington State Recreation and Conservation Office ("WSRCO"), WWRP Project Agreement, or alternatively, an irrevocable commitment from WSRCO to fund the full Purchase Price at the Closing; (i) the Town's receipt of adequate grant funds from the Salmon Recovery Funding Board (SRFB), or alternatively, an irrevocable commitment from the SRFB to fund the full purchase price at the Closing.

6.2 Once the appraisal and Hazardous Substances Report is received by the Purchaser, the Town Council shall consider whether to proceed with the purchase of the Property. If the Town Council chooses to accept the Report and desires to proceed with the purchase, the Town shall immediately notify the Seller and the parties shall proceed to Closing. If the Town Council, in its sole discretion, determines that the contingencies in 6.1 have not been met, including the Town's refusal to accept any hazardous materials Report, the Purchaser shall notify Seller that this Agreement is terminated, and neither party shall have any further obligation hereunder.

7. **Seller's Covenants.**

7.1 Right of Inspection. At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

7.2 Encumbrances. At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide

Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

7.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

7.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

7.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

8. **Seller's Indemnifications, Representations and Warranties**. Seller hereby represents and warrants to Purchaser as follows:

8.1 Title to Property. Seller owns fee simple title to the Property, free and clear of all restrictions, liens, easements, mortgages, covenants, exceptions and restrictions of any kind, Uniform Commercial Code financing statements, security interests, and other encumbrances, except for the Permitted Exceptions (as described in Section 9).

8.2 Intentionally Omitted.

8.3 Violations. Seller has not received any notice of, and has no actual knowledge of any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances and no action or proceeding is pending before or appealable from any court, quasi-judicial or administrative agency relating to Hazardous Substances emanating from, cause by or affecting the Property.

8.4 Intentionally Omitted.

8.5 No Assessments. Seller has not received any notice of assessments against the Property that are unpaid, whether or not they have become liens.

8.6 Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

8.7 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

8.8 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

8.9 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of construction activities undertaken prior to Closing.

8.10 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has actual knowledge.

8.11 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.

Except as specifically set forth in this Section 8, Seller makes no representation or warranty with respect to the Property. Without limiting the foregoing, Seller expressly declines to make any representation or warranty or to grant any indemnity with respect to the physical condition of the Property or the presences of hazardous substances in or on the Property. Purchase acknowledges and agrees that it has investigated the condition of the Property and determined the feasibility of Purchaser's intended use of the Property and has not relied on Seller in any way with respect to such determination.

9. **Title Examination and Objections**.

9.1. Title Review. Seller shall cause Northpoint Title and Escrow (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before October 15, 2010, which shall be at least 15 days prior to closing. Purchaser shall have three (3) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such three (3) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the 'Permitted Exceptions").

9.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within seven (7) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

9.2 Failure to Cure. In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

9.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of' its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

9.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's

cancellation shall be without prejudice to any other rights of the Purchaser herein.

9.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' and other liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date, including but not limited to, the Notice and Statement of Lien filed by the Washington Department of Social and Health Services dated June of 2003. In the event Seller fails to cause such liens and encumbrances to be paid and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

9.4 Permitted Exceptions. Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

9.5 Payment of Real Estate Agent's Commission. The Seller shall be responsible to pay any commissions or fees due and owing to any Real Estate Agent. The Purchaser shall not be responsible to pay any commissions or fees to any Real Estate Agent, either the listing or selling broker.

10. Default.

10.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

10.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 6 have been satisfied, Seller's sole remedy shall be to terminate the escrow and

Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

10.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

11. **Condemnation or Destruction**.

11.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the Town of Eatonville, Washington, may elect to terminate this Agreement. In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

11.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

11.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever,

except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

12. **Assignment.** Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

13. **Facsimile or E-Mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of the original.

14. **Notices.** All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

SELLER: CFD Rentals LLC
PO Box 130
Orting, Washington 98360
Phone: 253-381-0223

With a copy to: Pete de Normandie
Young deNormandie P.C.
1191 Second Avenue, Suite 1901
Seatte, WA 98101
Phone: (206) 805-2703
Fax: (206) 623-6923

PURCHASER: The Town of Eatonville
PO Box 309
Eatonville, WA 98328
Attn: Nicholas Bond

Phone: 360-832-3361 x115
Fax:

With a copy to: Carol A. Morris, Attorney for Town of Eatonville
Morris Law P.C.
P.O. Box 948
Seabeck, WA 98380-0948
Phone: (360) 830-0328
Fax: (360) 830-0355

15. Miscellaneous.

15.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

15.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

15.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

15.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

15.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

15.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

15.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

15.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

15.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

15.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

15.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

PURCHASER: TOWN OF EATONVILLE

By: _____
Its Mayor

SELLER:

By: _____

Its MANAGER

By: _____

Its OWNER

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:
OFFICE OF THE TOWN ATTORNEY

_____

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Jerry A Smith 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 of the Owner to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/22/2010

NOTARY PUBLIC
STATE OF WASHINGTON
NINA M. BURLINGAME
Commission Expires October 31, 2012

Nina M Burlingame
Nina M. Burlingame
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: Puyallup
My Commission expires: 10-31-2012

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles E. Biesiig 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 of the Manager to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/22/2010

NOTARY PUBLIC
STATE OF WASHINGTON
NINA M. BURLINGAME
Commission Expires October 31, 2012

Nina M Burlingame
Nina M Burlingame
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: Puyallup

My Commission expires: 10/31/2012

STATE OF WASHINGTON)
) **ss.**
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Raymond Harper 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 Mayor of the Town of Eatonville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 18, 2010

Kerri Murphy

Kerri Lynn Murphy
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at: Eatonville
My Commission expires: 01-31-2011

Order No. **RH - 30042482**

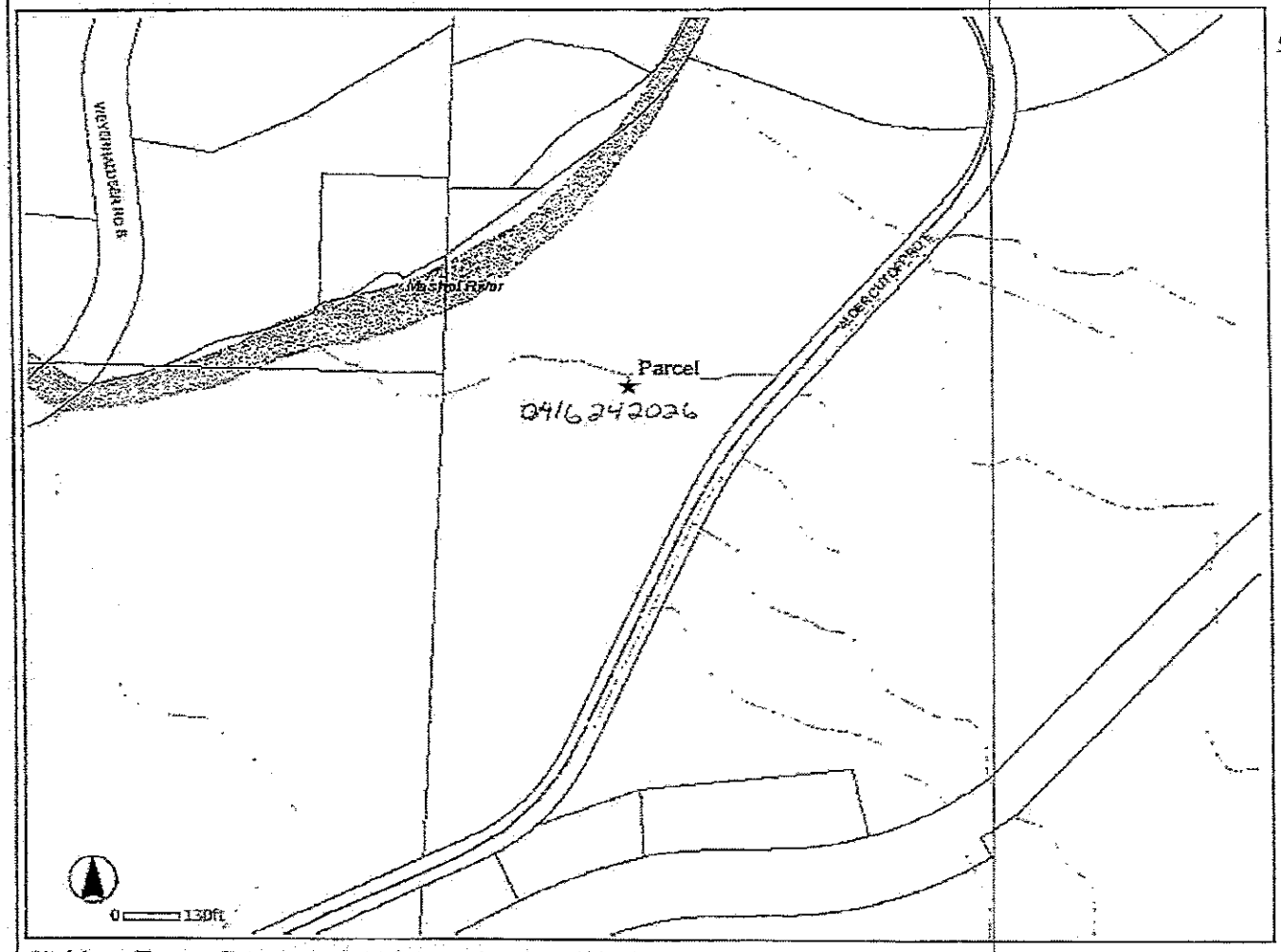
EXHIBIT "A"

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE WEST LINE OF SAID SECTION, SOUTH 0°11' WEST, 550 FEET; THENCE SOUTH 89°42' EAST, 525 FEET, TO A POINT ON THE THREAD OF THE MASHELL RIVER, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG AN EXISTING EASEMENT ROAD, SOUTH 32°30' EAST, 340 FEET; THENCE CONTINUING ALONG SAID EASEMENT ROAD, SOUTH 63°60' EAST, 250 FEET; THENCE CONTINUING ALONG SAID EASEMENT ROAD, NORTH 87°20' EAST, 200 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF THE EATONVILLE ELBE CUT-OFF COUNTY ROAD, AS CONVEYED TO PIERCE COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FEE NO. 1083292 AND 1083293; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO IT'S INTERSECTION WITH THE WEST LINE OF SAID SECTION 24; THENCE NORTH 0°11' EAST ALONG SAID WEST LINE TO IT'S INTERSECTION WITH THE THREAD OF THE MASHELL RIVER, SAID POINT OF INTERACTION BEING SOUTH 0°11' WEST, 1125 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SAID SECTION 24; THENCE NORTHEASTERLY ALONG THE THREAD OF SAID MASHELL RIVER TO THE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Pierce County
August 17, 2010

Pierce County
Geographic Information Services



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'.** The County makes no warranty of fitness for a particular purpose.

RESOLUTION 2010-VV

A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AFFILIATION AGREEMENT WITH MULTICARE HEALTH SYSTEM

WHEREAS, the Town of Eatonville desires to enroll its paramedics into the education program offered through Multicare Health System and;

WHEREAS, the Town of Eatonville agrees the purpose of this agreement is for a training site located at Tacoma General-Allenmore Hospital in Tacoma, Washington and;

WHEREAS, the Agreement will be effective immediately upon its passage.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council authorizes the Mayor to sign Affiliation Agreement between the Town of Eatonville and Multicare Health Systems which is attached hereto.

PASSED by the Council of the Town of Eatonville at a regular meeting this 8th day of November, 2010.

_____
Raymond Harper, Mayor

ATTEST:

_____
Chrystal McGlone, Town Clerk

_____
Carol A Morris, Town Attorney

Good Samaritan
A part of MultiCare Health System

MultiCare
BetterConnected

MultiCare Health System
315 Martin Luther King Jr. Way
PO Box 5299
M/S: 315-L4-STU
Tacoma, WA 98415
(253) 403-5348

AFFILIATION AGREEMENT

This Agreement is made and entered into between Town of Eatonville / Fire Department ("School"), located at Eatonville, Washington, and MultiCare Health System, a Washington not-for-profit corporation (*doing business as MARY BRIDGE CHILDREN'S HOSPITAL, and, TACOMA GENERAL-ALLENMORE HOSPITAL, and GOOD SAMARITAN HOSPITAL)* ("Training Site"), located at Tacoma, Washington.

The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students who are enrolled in its Paramedic program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

GENERAL PROVISIONS

1. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

3. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

4. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

5. There will be no payment of charges or fees between School and Training Site.

6. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

SCHOOL'S RESPONSIBILITIES

7. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School faculty members supervising students will be licensed to practice where so required in the State of Washington. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

8. School's faculty will meet with the Training Site clinical education Supervisor(s) and Preceptor(s), if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

9. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

10. School will obtain evidence of immunity to measles (rubeola), mumps and rubella by immunization or titer (persons born after 1956 must have evidence of two measles immunizations); immunity to chicken pox by history, immunization or titer (students with no history of exposure to chicken pox will be advised to get an immune titer); and, for those students who will be in contact with patients, evidence of immunity to Hepatitis B by surface antibody titer, a positive marker for Hepatitis B or a signed waiver. School will require a Mantoux purified protein derivative (PPD) skin test within the past 12 months or, if untested within the last 12 months, a 2-step PPD (Mantoux) test. For any student with a positive PPD, School will obtain recent (within the last 12 twelve months) chest X-ray report and physical

examination documenting absence of fever, fatigue, night sweats, unplanned weight loss and cough. School will obtain authorizations from students permitting disclosure to Training Site of student's health status concerning the above requirements and will provide such information to Training Site upon request.

11. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

12. School agrees to request a "Child and Adult Abuse Law" criminal background check ("CAAL check") pursuant to RCW 43.830.842 for each student considered for placement at Training Site. School agrees to provide Training Site with copies of the CAAL check results provided by the Washington State Patrol upon request. School acknowledges that placement of each student at the Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the clinical education placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this CAAL check and that School's provision of this CAAL check information does not relieve Training Site of any of its legal obligations related to these background checks. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. To the extent that a student has not resided in Washington for the past three years, School agrees to provide a criminal background check from each state in which the student resided within the previous three years. Training Site may separately, at its expense, obtain such out-of-state criminal background checks during the interim.

13. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

14. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

TRAINING SITE'S RESPONSIBILITIES

15. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will

notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

16. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

17. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

18. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

19. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

20. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

21. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

22. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

STUDENTS' STATUS AND RESPONSIBILITIES

23. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

24. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

25. Students will wear appropriate attire and nametags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

26. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

LIABILITY COVERAGE PROVISIONS

27. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, students, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, other than students as provided in this section and Section 28.

28. School shall defend, indemnify, and hold Training Site and its directors, officers, employees, subsidiaries, and agents harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorneys' fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts or omissions of the School, its students, agents, servants, or employees, notwithstanding any protection or immunity that the School may have to the underlying claim, including immunity under state or federal laws. This indemnity agreement specifically applies to but is not limited to those situations wherein Training Site is held vicariously liable for negligent acts of the School, its students, or agents or wherein it is claimed that Training Site is vicariously liable for said negligent acts.

A school that is an agency of the State of Washington is exempt from the preceding paragraph of this Section 28; provided, however, insofar as such a School, as an agency of the State of Washington, may be authorized to do so from time to time under the laws of the State of Washington, the School will protect, save and hold harmless Training Site from all claims, costs, damages, or expenses arising out of the negligence of the School, its agents, employees, and students in connection with acts performed within the course and scope of their employment or duties performed in accordance with the terms of this Agreement; and provided further that in the case of negligence of both the School and Training Site, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

To the extent students assigned to Training Site are under orders issued by the U.S. Military Services, remain employees of the United States, and perform duties within the course and scope of their Federal employment, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence

or wrongful acts or omissions of the students while acting within the scope of their duties pursuant to this agreement.

29. School shall maintain self-insurance or policies of comprehensive public liability coverage and malpractice insurance coverage in a form acceptable to Training Site, in limits of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. If the School is insured under a claims-made policy during the term of this Agreement, the School agrees to maintain after the expiration of this Agreement "tail coverage" in said amounts to insure for public liability and malpractice that occurred during the term of this Agreement. The School shall notify its liability insurance carrier that it has entered into this Agreement.

A School is exempt from the preceding paragraph of this Section 29 if the School is a self-insured agency of the State of Washington and claims for liability are subject to defense by the State and are subject to the provisions of RCW 28B.10.842 or RCW 28B.20.250 through 28B.20.255.

30. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers and agents, including the negligent supervision of students, and will maintain professional liability coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate (or an equivalent program of self-insurance).

31. Both parties will provide proof of coverage upon execution of this Agreement. In addition, School and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

TERM

32. This Agreement is effective for one year beginning November 1, 2010, and will continue thereafter from year to year, unless sooner terminated pursuant to Section 33 or by mutual agreement of the parties. This agreement will be reviewed no later than five years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning taking into account the needs of the school for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

33. This agreement may be canceled without cause by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program. This agreement may be canceled for cause in any circumstance in which a material breach has taken place that cannot reasonably be cured within 30 days of notice of intent to cancel due to such material breach.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

34. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive Hepatitis B (HBV) vaccine to all clinical education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

35. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The School or student will be responsible for the costs of any such care, testing and counseling.

36. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

MISCELLANEOUS PROVISIONS

37. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

38. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

39. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

40. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

41. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:

Eatonville Fire Department
P.O. Box 291
Eatonville, WA 98328
Attn: Dexter Habeck

(b) To Training Site:

MultiCare Health System
Human Resources Department
PO Box 5299
Tacoma WA 98402

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

42. Survival. School and Training Site expressly intend and agree that the liability coverage and HIPAA provisions of this Agreement will survive the termination of this Agreement for any reason.

43. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

44. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

45. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

46. Protected Health Information (HIPAA). School, its faculty and students shall not use or disclose protected health information ("PHI"), as that term is defined by C.F.R. §164.501, for any purpose other than performing its obligations under this Agreement or as required or allowed by law. School shall not use or disclose PHI it receives from Training Site in a manner that would violate the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if done by Training Site. School may de-identify PHI it receives from Training Site pursuant to 45 C.F.R. §

164.514, but may not sell or disclose de-identified information to any third party unless Training Site has first approved such use or disclosure in writing.

a. Safeguards. School, its faculty and students shall use appropriate safeguards to prevent the prohibited use or disclosure of PHI received from or on behalf of Training Site, and shall follow Training Site policies with respect to privacy and security when on Training Site premises. The provisions of this Section 46 shall survive the termination of this Agreement.

b. Sub-Contractors and Agents. School shall require any of its sub-contractors or agents to whom School provides PHI received from Training Site to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on School by this Agreement.

c. Accounting to HHS. School shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of Training Site available to the Secretary of the United States Department of Health and Human Services for purposes of determining Training Site's compliance with HIPAA rules.

d. Mitigation and Reporting. If School becomes aware of a prohibited use or disclosure of PHI received from Training Site, School shall promptly (i) use commercially reasonable efforts to mitigate any potential adverse effect of the use or disclosure and (ii) report the use or disclosure to Training Site.

e. Accounting of Disclosures. If Training Site receives a request from an individual pursuant to 45 C.F.R. § 164.528 for an accounting of Training Site's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Training Site provides a written request to School, School shall promptly provide Training Site the information required to be included in an accounting pursuant to 45 C.F.R. § 164.528(b)(2) for School's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. § 164.528(a)(1).

f. Designated Record Set. Training Site acknowledges that School shall not, in the performance of this Agreement, maintain a "Designated Record Set," as that term is defined by 45 C.F.R. §. 164.501, for Training Site regarding any individual, unless otherwise agreed in writing.

g. Return or Destruction of Health Information. At the termination or expiration of this Agreement, School and trainees, if feasible, shall return or destroy and maintain no copies of PHI received from or created on behalf of Training Site.

h. Conformance with Modification of HIPAA or Privacy Rule. If an amendment to or modification of HIPAA or its implementing regulations requires modification of this Agreement to permit Training Site or School to remain in compliance with HIPAA and its implementing regulations during the term of this Agreement, then School and Training Site shall enter good faith negotiations to amend this Agreement to conform to any change required by such amendment or modification.

i. Training. All students and faculty assigned to Training Site by School will have documented proof of completion of basic health information privacy training meeting

Training Site and HIPAA privacy standards, prior to assignment. School personnel assigned to Training Site after the effective date of the security regulations will have completed any necessary security training mandated under HIPAA. School will maintain appropriate records of training pursuant to 45 C.F.R. 164.530, and will make information and records regarding training of it's assigned personnel available to Training Site inspection upon reasonable notice, during regular business hours, at all times during the term of this Agreement and for a period of six years thereafter. Training Site's basic privacy and security awareness training standards are available for inspection upon request, and Training Site HIPAA Privacy Training Coordinator is available to School to advise School as to any changes in Training Site's privacy or security training standards arising during this Agreement.

TOWN OF EATONVILLE /
FIRE DEPARTMENT
Eatonville, Washington
("School")

By: _____
Name:_____ Title: _____
Date: _____

Approved as to form:

By _____
Attorney for "School"

MULTICARE HEALTH SYSTEM /
GOOD SAMARITAN HOSPITAL
Tacoma, Washington
("Training Site")

By:_____
Jody Lynn Smith, MBA, PHR
Title: Director, Human Resources
Date: _____

Approved as to form:

By_____
For MHS Legal Services

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ORDINANCE 2010-14

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, REPEALING ANY ORDINANCES IN CONFLICT THEREOF AND INCREASING THE EATONVILLE EMS LEVY FOR 2011 BY 1% OF THE 2010 EMS LEVY

WHEREAS, the Town Council of Eatonville EMS has met and considered its budget for the calendar year 2011; and,

WHEREAS, the districts actual levy amount from the previous year was $107,421.09 and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2011 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be $1,074.21 which is a percentage increase of 1% from the previous year. This increase is

exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of _____, 2010____.

_____
Raymond Harper, Mayor

ATTEST:

_____
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

_____
Carol A Morris, Attorney

ORDINANCE NO. 2010-15

AN ORDINANCE OF THE TOWN OF EATONVILLE, WASHINGTON, REPEALING ANY ORDINANCES IN CONFLICT THEREOF AND INCREASING THE REGULAR LEVY FOR 2011 BY 1% OF THE 2010 REGULAR LEVY

WHEREAS, the Town Council of Eatonville has met and considered its budget for the calendar year 2011; and,

WHEREAS, the districts actual levy amount from the previous year was $634,262.13 and,

WHEREAS, the population of this district is less than 10,000; and now, therefore,

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby not authorized for the levy to be collected in the 2011 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be $6,342.62 which is a percentage of increase of 1% from the previous year. This increase is

exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this _____ day of _____, _2010_____.

_____
Raymond Harper, Mayor

ATTEST:

_____
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

_____
Carol A Morris, Town Attorney