



Members: Cindi Hochstatter, Curt Brown, Charla Neuman Pat Cole (Alternate)

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (First Floor

<https://sumnerwa-gov.zoom.us/j/8970321699>

Meeting ID: 897 032 1699

One tap mobile: +12532158782,,8970321699# US (Tacoma)

Find your local number: <https://sumnerwa-gov.zoom.us/j/8970321699>

COMMITTEE BUSINESS

1. Riverwalk Trail Section Vacation

REPORTS

1. Permit Activity Report---August 2022

ADJOURNMENT

SUBJECT: Riverwalk Trail Section Vacation**CATEGORY:** Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Riverwalk Native Growth Easement Agreement
2. traileasement
3. Riverwalk_Letter_08_2010

STAFF CONTACT:

SUMMARY BACKGROUND:

Back in 1993, a trail section adjacent to the Riverwalk Condominiums was dedicated to the City of Sumner as public right of way – please see attachment titled Trail Easement. Public right of way is essentially the granting of an exclusive easement to the public for so long as is necessary to serve a public purpose. The ‘trail’ sections that connect this stretch of right of way are all privately owned and/or are not open to the public given the nature of the underlying utility property (put another way, the City does not own or otherwise have a right to use any of the ‘trail’ sections that abut the one by Riverwalk Condominiums). In 2001, nearly a decade after this stretch of trail was dedicated to public use, the City and the Riverwalk Condominium Association entered into an agreement whereby the HOA took on the obligation to create an annual planting program and maintain responsibilities related to the landscaping and vegetation on and around the paved trail, and the City took on the responsibility to “maintain and repair paved walkway” in a condition that is safe for foot traffic. See attachment titled Riverwalk Native Growth Easement Agreement

Throughout the years since the 2001 agreement, in part due to turnover on both the HOA board/condominium ownership and changing City staff, there has been substantial confusion regarding each party’s role and maintenance responsibilities. In 2010, the City’s then Public Works Director wrote a letter to the HOA describing the City’s intention to remove the paved surface due to unsafe conditions caused by the failure to maintain the root systems of the trail-adjacent trees – see attachment titled Riverwalk_Letter_08_2010. Also, “private property” and “no trespassing” signage was installed by the HOA at some point, leading the public to believe the trail section is not open for their free use. That is problematic, as the City has been expending public money to maintain the paved surface, but unfortunately it is not being utilized by the public – rather it appears to be more heavily used by occupants/owners of the Riverwalk Condos. In recent conversations related to the future of the City’s trail system, the City determined that it is not the safest or most feasible option to continue the City’s trail system through that location to HWY 162 like was once anticipated. Instead, the City has shifted its focus and resources to designing a safe connection between the Sumner Link Trail system that ends at Traffic Avenue, over the river, connecting to Puyallup’s Riverwalk trail (to keep the trail systems contiguous, but also safe). The decision not to continue the trail system in your location leaves the City, and its users with an island of paved trail, without any public access to either side of it, leading to nowhere. The City, in communication with the HOA, has decided to vacate the landlocked trail section back to the HOA, reserving only a public access easement as required by the Shoreline Management Act (permit for HOA's development along the shoreline). The vacation will be free of charge given the complexities of the dual maintenance and management responsibilities outlined in the easement.

COUNCIL COMMITTEE/STUDY SESSION:

MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

Proceed to public hearing before the City Council on October 17th.



200105311658 10 pg

5-31-2001 04:13pm \$17.00
PIERCE COUNTY, WASHINGTON

Name & Return Address:

City of Sumner
1104 Maple St.
Sumner, WA 98390

Please print legibly or type information.

Document Title (Or transaction contained therein)

Agreement to Maintain Native Growth Easement

Grantor(s) (Last name first, then first name, middle name)

Riverwalk Condominium Association

____ Additional Names on Page ____ of Document

EXCISE TAX EXEMPT DATE 5-31-2001

Pierce County

Grantee(s) (Last name first, then first name, middle name)

City of SumnerBy E. Drury

Auth. Sig

____ Additional Names on Page ____ of Document

Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Section 25, Township 20 North, Range 05 East of the Willamette Meridian

Complete Legal Description on Page ____ of Document

Auditor's Reference Number(s)

Assessor's Property Tax Parcel/Account Number(s)

042025 4125, 042025 4109, 042025 4103, 042025 4114,
042025 4120, 042025 4102, 042025 4101, 042025 4116,
042025 4118

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. IF YOU REPRODUCE THIS FORM, BE SURE MARGINS REMAIN 3 INCHES AT THE TOP AND 1 INCH ON SIDES AND BOTTOM.

gpcovst.lst 2/98

For reference only, not for re-sale.

UPON RECORDING, PLEASE RETURN TO:

Community Development Department
City of Sumner
1104 Maple Street
Sumner, WA 98390-1423

TYPE OF DOCUMENT: Agreement to Maintain Native Growth Easement

LEGAL DESCRIPTION: Included in Exhibit "A" of this document

AGREEMENT TO MAINTAIN NATIVE GROWTH EASEMENT

THIS AGREEMENT is made and entered into this 27th day of April, 2001, by and between the CITY OF SUMNER, a municipal corporation (hereinafter referred to as "City"), and RIVERWALK CONDOMINIUM ASSOCIATION (hereinafter referred to as "Owner").

WHEREAS, Owner owns the following described real property situated in Pierce County, State of Washington, as set forth in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, Owner is responsible for maintenance of a "50-foot Native Growth Easement from the top of the bank of the Puyallup River to enhance area wildlife", as required by the Mitigated Determination of Nonsignificance issued to the Rivergrove Land Company on January 22, 1991; now, therefore,

For and in consideration of the mutual benefits to be derived therefrom, it is mutually agreed as follows:

- A. City and Owner hereby agree that performance of the terms of this Agreement does provide for compliance with the aforementioned requirement of the Mitigated Determination of Nonsignificance issued to the Rivergrove Land Company on January 22, 1991 to maintain a native growth easement on the property described in Exhibit "A". After consultation with Owner and following procedures of due process, City and Owner agree that Owner's failure to perform the provisions of this agreement could constitute non-compliance with the aforementioned requirement, as determined by the City.
- B. City and Owner agree that a portion of the property owned by the Riverwalk Condominium Association extending the length of Owner's property from east to west along the Puyallup River and from the south at

the top of the river bank to a point north 50 feet as originally surveyed shall be referred to as the Native Growth Easement.

C. City and Owner agree that this easement contains a previously constructed pathway running from the easternmost portion of Owner's property to beyond the westernmost portion of Owner's property. The pathway is to be maintained by the City of Sumner in safe condition for foot traffic. The City will trim any planting impeding foot traffic on the path.

D. City and Owner agree that Owner may remove any tree deemed hazardous to person or property by the Riverwalk Condominium Association Board of Directors. Any tree removed shall be replaced by Owner by planting a suitable replacement tree from the list in Exhibit "B". E

E. Together with the above duties, the further responsibilities of each party of this Agreement are identified below:

1. Owner shall:

- a. Implement the Native Growth Easement maintenance program included herein as Exhibit "B".
- b. Implement the annual planting program for each of five sections of the Native Growth Easement included herein as Exhibit "C", as developed in consultation with the City and the Washington State Cooperative Extension Service, so that the entire planting program is completed within five years of the date of this agreement.
- c. Notify the City in writing upon completion of each of the five sections as described in the annual planting program (Exhibit "C") so that the City may verify the completion of each section.
- d. Provide all funding and labor for maintenance of the Native Growth Easement and completion of the five-year planting program.

2. City shall:

- a. Provide technical assistance to Owner in support of its maintenance and planting activities conducted pursuant to this Agreement. Said assistance shall be provided upon request, at no charge to Owner.
- b. Review the implementation of the annual planting program upon written notice from Owner.
- c. Upon completion by Owner of the five-year planting program described in Exhibit "C", provide written

acknowledgement of its completion in accordance with this Agreement.

- d. Maintain and repair paved walkway extending the length of the Native Growth Easement, as needed.

F. Amendments

This Agreement may be amended upon mutual agreement by both parties. Amendments must be in writing and signed by the highest-ranking official of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER SIGNATURE:

James W Broderick
President, Riverwalk Condominium Association

4/27/01
Date

JAMES BRODERICK
Printed Name

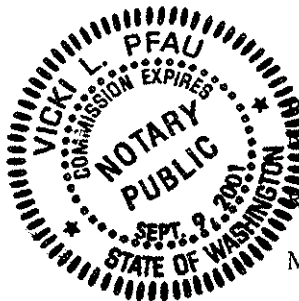
STATE OF WASHINGTON)

COUNTY OF PIERCE)

) SS

On this 27 day of APRIL, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES BRODERICK to me proven to be the individual described in and who executed the forgoing instrument for himself and acknowledged that he signed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as of said CORPORATION, for uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name:

Vicki PFAU
NOTARY PUBLIC in and for the State of Washington

Residing at

TACOMA
My commission expires: 9-09-01

CITY OF SUMNER:

BY:

Barbara Skinner 5/1/01
Barbara Skinner, Mayor Date

ATTEST:

Susan R. Clary 5/1/01
Susan Clary, City Clerk Date

STATE OF WASHINGTON)

) SS

COUNTY OF PIERCE)

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Barbara Skinner and Susan Clary representing themselves as Mayor and City Clerk, respectively, of the City of Sumner, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said municipal corporation, for uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Printed Name:

ANGELA SLOAN CLACK

NOTARY PUBLIC in and for the State of Washington

Residing at

Puyallup WA

My commission expires:

2-11-02

APPROVED AS TO FORM:

By:

Pat Bosmans
Patricia Bosmans, City Attorney

5/1/01

Date

EXHIBIT "A"
NATIVE GROWTH EASEMENT MAINTENANCE AGREEMENT

Legal Description

Beginning at the Southwest corner of A. H. Woolery Conation Land Claim situated in the southeast quarter of Section 25, Township 20 North, Range 4 East of the Willamette Meridian; thence S 0 degrees 45' 40" E at a right angle to the south line of said Donation Land Claim, 889.15 feet to the true point of beginning of a natural growth easement described as follows: thence continuing S 0 degrees 45' 40" E 56.65 feet; thence N 62 degrees 42' 53" W 189.30 feet; thence N 56 degrees 32' 57" W 200.79 feet; thence N 52 degrees 55' 05" 281.72 feet; thence N 50 degrees 07' 44" W 416.40 feet; thence N 51 degrees 37' 18" W 581.76 feet; thence N 47 degrees 15' 07" E 32.02 feet; thence S 44 degrees 19' 07" E 51.93 feet; thence S 41 degrees 45' 15" E 27.78 feet; thence S 49 degrees 35' 45" E 37.09 feet; thence S 52 degrees 19' 30" E 50.94 feet; thence S 60 degrees 16' 03" E 95.49 feet; thence S 55 degrees 22' 04" E 13.27 feet; thence S 51 degrees 19' 17" E 104.96 feet; thence S 56 degrees 06' 59" E 105.19 feet; thence S 55 degrees 07' 51" E 118.97 feet; thence S 50 degrees 18' 59" E 399.96 feet; thence S 52 degrees 55' 06" E 279.00 feet; thence S 56 degrees 32' 56" E 196.51 feet; thence S 62 degrees 42' 53" E 159.97 feet to the point of beginning.

City and Owner agree that a portion of the property owned by the Riverwalk Condominium Association extending the length of Owner's property from east to west along the Puyallup River and from the south at the top of the river bank to a point north 50 feet as originally surveyed shall be referred to as the Native Growth Easement.

City and Owner agree that this easement contains a previously constructed pathway running from the easternmost portion of Owner's property to beyond the westernmost portion of Owner's property. The pathway is to be maintained by the City of Sumner in safe condition for foot traffic. The City will trim any planting impeding foot traffic on the path.

EXHIBIT "B"

NATIVE GROWTH EASEMENT MAINTENANCE PROGRAM

1. An annual inspection of the Native Growth Easement will be completed to determine plant health and trimming needs to maintain a viewing window of low growth shrubs not to exceed three feet in height and trees, both coniferous and deciduous, which would be limbed up to ten (10) feet to provide a seven (7) foot window for general viewing of the Puyallup River.
2. No chemical, herbicide or other agent which is considered an environmental hazard if leached into the river shall be used upon any portion of the easement.
3. The portion of the easement from the north edge of the path to any point 50 feet north of the riverbank, as originally surveyed, shall be maintained in a park-like setting.
4. The portion of the easement from the south edge of the path to the top of the riverbank shall be re-landscaped and maintained by the Owner to the mutually agreed upon conditions set forth in Exhibit "C".

EXHIBIT "C"

NATIVE GROWTH EASEMENT PLANTING PROGRAM

The goal of the Native Growth Easement Planting Program will be to develop and coordinate landscaping: tree, shrub and ground cover planting of the portion of the easement south of the path that is able to accommodate such planting. A professional landscape plan is attached as Exhibit "D". This is a typical drawing and shall be modified to meet the conditions of the current status of the land and present plantings.

1. Divide the planting area into five sections to be planted one per year for five years.
2. Initiate planting of the first area south of the walkway in the spring or early summer 2001.
3. Plants will be chosen from a list of native species supplied by Dr. Rita Hummel of Washington State University extension program in Puyallup and Steve Vassey, landscape architect. See Exhibit "E".
4. Plants not surviving after one year since planting shall be replaced by Owner with plants from the list in Exhibit "E".
5. Horsetail, tall grass and blackberry along the top of the riverbank shall be removed in the most practicable and environmentally safe manner.
6. The grass, planted by the developer and not the Owner, shall be killed using Roundup. Roundup binds to soils and will not move in or on the soil to untreated areas. In soil, it breaks down with no residual impacts. It can be used near water bodies, but should not be sprayed directly in water. This method of ridding of the grass allows the grass to hold the top of the riverbank without any erosion and without any danger to the river. A minimum layer of sterile compost may be applied over the killed grass. Plantings may be made directly through the compost into the sand and existing soil which creates topsoil. A hardwood mulching may be necessary until such time as the ground cover takes hold.
7. The Owner has the right to remove and/or abate any condition caused by the planting which if left unattended could pose a hazard to the property or person.

EXHIBIT "E"

PLANT LIST OF NATIVE SPECIES

For use on the Native Growth Easement, south of the walkway

Suggested by Dr. Rita Hummel, WSU Extension at Puyallup
Steve Vassey, Landscape Architect

Native Shrubs

Serviceberry
Redtwig Dogwood
Salal...can choose a dwarf variety
Oregon Grape
Nootka Rose
Currant
Elderberry
Douglas Spirea
Snowberry
Salmonberry

Ground Covers

Corniff Candisous
Kinnikinnick
Beach Strawberry

Suggested by the Native Growth Easement Committee

St. John's Wort
Vinca - Major and Minor
Ajuga - many varieties are available

Evergreen Trees (4' to 6' @ 12' to 15' on center)

Douglas Fir
Western Red Cedar
Western Hemlock
Shore Pine

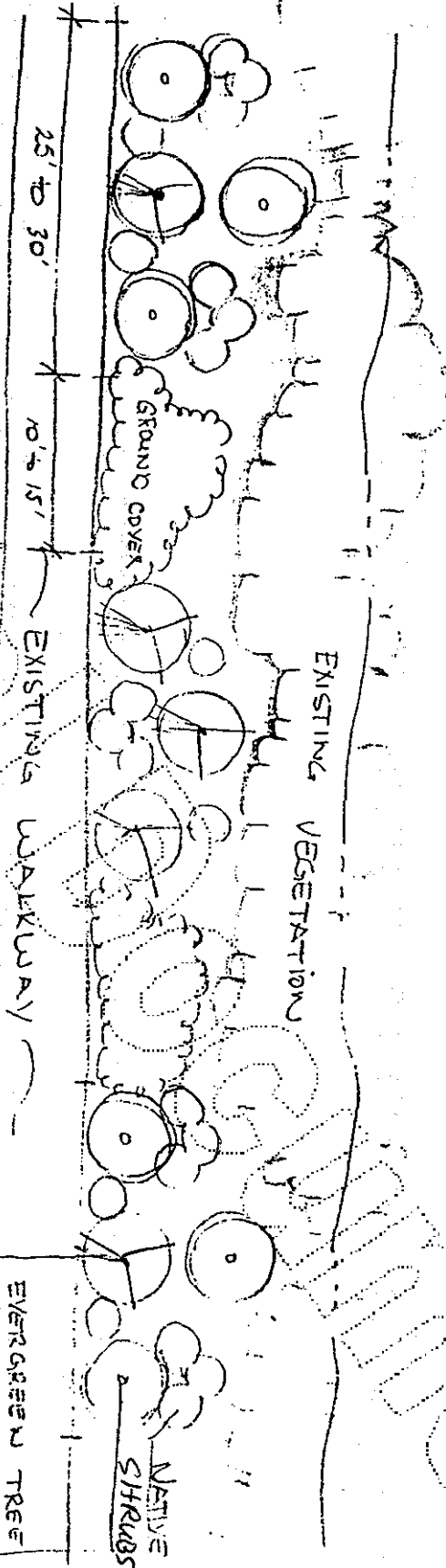
Deciduous Trees (4' to 6' @ 12' to 15' on center)

Vine Maple
Birch
Alder

Exhibit "D"

RIVER WALK

Payallup River



DECIDUOUS TREE

EVERGREEN TREE

NATIVE
SHRUBS

TYPICAL PLANTING

NOT TO SCALE

9301250374

EASEMENT

THE GRANTOR, RIVERGROVE DEVELOPMENT, A GENERAL PARTNERSHIP, FOR A VALUABLE CONSIDERATION FROM THE CITY OF SUMNER, DOES HEREBY GRANT, SELL AND CONVEY TO THE CITY OF SUMNER, A MUNICIPAL CORPORATION, GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY, UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN PIERCE COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 869.15 FEET; THENCE S 63° 10' 14" E 8.00 FEET TO THE TRUE POINT OF BEGINNING OF A 15.00 FOOT EASEMENT, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; THENCE N 63° 10' 14" W, 191.74 FEET; THENCE N 52° 55' 35" W, 195.78 FEET; THENCE N 51° 00' 04" W, 284.85 FEET; THENCE N 53° 30' 18" W, 397.80 FEET; THENCE N 54° 50' 46" W, 116.79 FEET; THENCE N 55° 04' 02" W, 105.60 FEET; THENCE N 52° 24' 57" W, 106.52 FEET; THENCE N 57° 47' 22" W, 10.56 FEET; THENCE N 60° 21' 27" W, 86.23 FEET; THENCE N 51° 40' 00" W, 54.31 FEET; THENCE N 46° 22' 15" W, 68.31 FEET; THENCE N 38° 07' 04" W, 62.00 FEET TO THE TERMINUS POINT OF THIS EASEMENT.

EXCEPT THEREFROM ANY PORTION LYING OUTSIDE OF THE FOLLOWING DESCRIBED PARCEL;

BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S 0° 45' 40" E, 588.28 FEET; THENCE N 62° 42' 53" W, 189.30 FEET; THENCE N 56° 32' 57" W, 200.79 FEET; THENCE N 52° 55' 06" W, 281.72 FEET; THENCE N 50° 07' 44" W, 416.40 FEET; THENCE 51° 37' 18" W, 581.76 FEET; THENCE N 47° 15' 07" E, 220.00 FEET; THENCE N 42° 44' 53" W, 27.50 FEET; THENCE N 47° 15' 07" E, 199.20 FEET; THENCE N 67° 12' 08" E, 137.39 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 32° 52' 55" E, 300.11 FEET; THENCE S 40° 52' 55" E, 565.45 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS POINT BEARING N 49° 07' 05" E 255.00 FEET AND THROUGH A CENTRAL ANGLE OF 49° 52' 45" FOR AN ARC DISTANCE OF 221.99 FEET; THENCE N 89° 14' 20" E 183.32 FEET TO THE TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENT, BEGINNING AT THE SOUTHWEST CORNER OF A. H. WOOLERY DONATION LAND CLAIM; THENCE S 0° 45' 40" E AT A RIGHT ANGLE TO THE SOUTH LINE OF SAID DONATION LAND CLAIM, 292.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RIVERGROVE DRIVE; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, S 89° 14' 20" W 183.32 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS

EXCISE TAX EXEMPT: DATE 1-25-93
Pierce County

By *[Signature]* Auth. Sig

For reference only, not for re-sale.

9-

POINT BEARING N 0° 45' 40" W 255.00 FEET AND THROUGH A CENTRAL ANGLE 48° 06' 11" FOR AN ARC DISTANCE OF 214.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1° 46' 34" FOR AN ARC DISTANCE OF 7.90 FEET; THENCE N 40° 52' 55" W 93.64 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS POINT BEARING S 49° 07' 05" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 78° 07' 05" FOR AN ARC DISTANCE OF 27.27 FEET; THENCE S 37° 14' 09" W 42.79 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS POINT BEARING N 52° 45' 51" W 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 93° 41' 45" FOR AN ARC DISTANCE OF 32.71 FEET; THENCE S 6° 48' 58" W 98.48 FEET; THENCE S 36° 29' 42" W 164.34 FEET; THENCE S 53° 30' 18" E 10.00 FEET; THENCE N 36° 29' 42" E 164.95 FEET; THENCE N 64° 36' 52" E 88.81 FEET; THENCE NORTHERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS POINT BEARING N 38° 47' 22" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 88° 26' 47" FOR AN ARC DISTANCE OF 30.87 FEET; THENCE N 37° 14' 09" E 27.16 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS POINT BEARING S 52° 45' 51" E 20.00 FEET AND THROUGH A CENTRAL ANGLE OF 100° 06' 22" FOR AN ARC DISTANCE OF 34.94 FEET TO THE POINT OF BEGINNING.

FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND/OR REPAIR, AND/OR REPLACEMENT OF A PUBLIC ACCESS EASEMENT UTILITY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENT AND RIGHT-OF-WAY, FOR ALL PURPOSES NECESSARY AND RELATED THERETO.

DATED THIS 22nd DAY OF January, 1993.

RIVERGROVE DEVELOPMENT,
A GENERAL PARTNERSHIP

BY: [Signature]

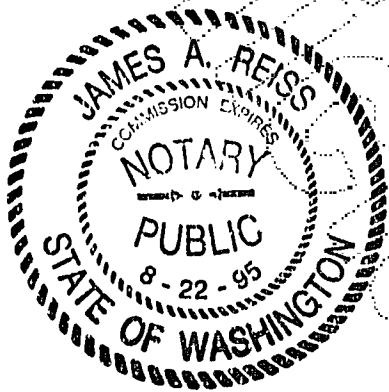
93 JAN 25 PM 2:26
RECORDED
BRIAN SONNITAG
AUDITOR PIERCE CO. WASH.

9301250374

STATE OF WASHINGTON)
COUNTY OF PIERCE)

On this 22ND day of JANUARY, 1993, before me personally appeared JAMES K. PASE to me known to be the person who executed the foregoing instrument, and who being duly sworn by me, did depose and say that HE IS A partner in the general partnership known as RIVERGROVE DEVELOPMENT and that HE IS duly authorized to sign the same and duly acknowledged to me that HE executed the same as the free and voluntary act and deed of said partnership, for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



James A. Reis

NOTARY PUBLIC in and for the State of
Washington, residing at: TACOMA
My Commission Expires: 8/22-95

For reference only, not for re-sale.



CITY OF SUMNER
PUBLIC WORKS DEPARTMENT

August 19, 2010

Riverwalk Condominium Association
C/O Mr. Kirk Sundberg
7620-146th Ave E, #27
Sumner, WA 98390-8244

Subject: Pathway Condition

Dear Mr. Sundberg:

We have reviewed the pathway constructed adjacent to the Puyallup River running from the easternmost portion of your property to beyond the westernmost portion. Due to considerable root growth, the pathway may be hazardous for both foot and bicycle traffic and may represent a liability to both your association and the city.

The Agreement to Maintain Native Growth Easement (attached) between the Condominium Association and the City of Sumner states that:

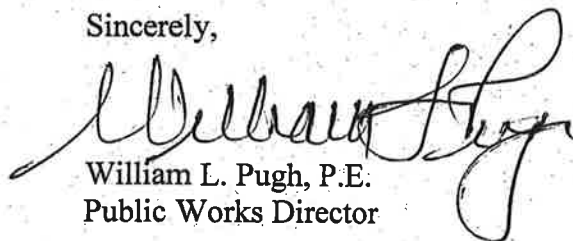
1. The City shall maintain and repair paved walkway extending the length of the Native Growth Easement, as needed (page 3).
2. The pathway is to be maintained by the City of Sumner in safe condition for foot traffic (page 5).

Repairing the existing paving by adding more asphalt would be a waste of taxpayer funds, since this new asphalt would be soon distressed by the existing root system. The City is not responsible for maintaining the existing growth adjacent to the pathway causing the problem.

Therefore, the City will be removing the asphalt and returning the pathway to a native condition.

Please contact me if you have any questions or would like to discuss this issue.

Sincerely,



William L. Pugh, P.E.
Public Works Director

cc: Mayor David Enslow
Brett Vinson, City Attorney ✓

Kathy Dorosz

From: Kathy Dorosz
Sent: Wednesday, September 01, 2010 4:52 PM
To: 'ksundberg@windermere.com'
Cc: Pat Clerget; Eric Mendenhall
Subject: Tentative Meeting

Setup mtg

Hi Kirk:

Per our conversation, Bill Pugh has requested that I setup a meeting. Please look at the dates and times listed below and let me know what works best for you and, please let me know if it would be better for you at your address or, here at City Hall.

9/8 4:00 p.m. *@ Riverwalk main walk*
9/14 11:00 a.m. or 4:00 p.m.

If you would like your attorneys present at this meeting, please check with them, as well. Thank you.

Kathy Dorosz
Administrative Specialist - Public Works
CITY OF SUMNER
1104 Maple St, Suite 260
Sumner, WA 98390
253-299-5700 (Direct Line)
253-299-5539 (Fax)

Kathy Dorosz

From: ksundberg@windermere.com
Sent: Thursday, September 02, 2010 10:33 AM
To: Kathy Dorosz; whatwhere1@hotmail.com; Noniemazza@hotmail.com; peggy_parker@comcast.net; hkellingson@comcast.net
Cc: Pat Clerget; Eric Mendenhall
Subject: RE: Tentative Meeting

Kathy,

9/8 at 4 PM at the Riverwalk Main Walk works great for the Board.

Bill also mentioned the City had an arborist available to talk about the Cottonwoods???

I do not believe we will invite our attorney yet.

Thank You,

Kirk Sundberg

-----Original Message-----

From: "Kathy Dorosz" <kathyd@ci.sumner.wa.us>
Sent: Wednesday, September 1, 2010 4:52pm
To: ksundberg@windermere.com
Cc: "Pat Clerget" <patc@ci.sumner.wa.us>, "Eric Mendenhall" <ericm@ci.sumner.wa.us>
Subject: Tentative Meeting

Hi Kirk:

Per our conversation, Bill Pugh has requested that I setup a meeting. Please look at the dates and times listed below and let me know what works best for you and, please let me know if it would be better for you at your address or, here at City Hall.

9/8 4:00 p.m.

9/14 11:00 a.m. or 4:00 p.m.

If you would like your attorneys present at this meeting, please check with them, as well. Thank you.

Kathy Dorosz

Administrative Specialist - Public Works

CITY OF SUMNER

1104 Maple St, Suite 260

Sumner, WA 98390

253-299-5700 (Direct Line)

253-299-5539 (Fax)

CITY OF SUMNER
PUBLIC WORKS DEPARTMENT

August 19, 2010

Riverwalk Condominium Association
C/O Mr. Kirk Sundberg
7620-146th Ave E, #27
Sumner, WA 98390-8244

Subject: Pathway Condition

Dear Mr. Sundberg:

We have reviewed the pathway constructed adjacent to the Puyallup River running from the easternmost portion of your property to beyond the westernmost portion. Due to considerable root growth, the pathway may be hazardous for both foot and bicycle traffic and may represent a liability to both your association and the city.

The Agreement to Maintain Native Growth Easement (attached) between the Condominium Association and the City of Sumner states that:

1. The City shall maintain and repair paved walkway extending the length of the Native Growth Easement, as needed (page 3).
2. The pathway is to be maintained by the City of Sumner in safe condition for foot traffic (page 5).

Repairing the existing paving by adding more asphalt would be a waste of taxpayer funds, since this new asphalt would be soon distressed by the existing root system. The City is not responsible for maintaining the existing growth adjacent to the pathway causing the problem.

Therefore, the City will be removing the asphalt and returning the pathway to a native condition.

Please contact me if you have any questions or would like to discuss this issue.

Sincerely,

William L. Pugh, P.E.
Public Works Director

cc: Mayor David Enslow
Brett Vinson, City Attorney



Leahy McLean Fjelstad

August 26, 2010

Mr. William L. Pugh, P.E.
Public Works Director
City of Sumner Public Works Department
1104 Maple Street, Suite 260
Sumner, WA 98390



RE: Riverwalk Condominium Association Pathway

Dear Mr. Pugh:

Thank you for discussing the issue of the Riverwalk pathway condition by telephone with me yesterday afternoon. As I indicated during our discussion, my office represents the Riverwalk Condominium Association ("Association"). As you know, we are in receipt of the letter you sent to Kirk Sundberg, president of the Board, dated August 19, 2010. You indicated during our phone discussion that the pathway could be discussed during a meeting involving your office, association members, and shoreline-management officials. The Association believes this is a promising and potentially productive course of action. The Association is very interested in seeing what if anything can be done to keep the path while making it safe and compliant with shoreline restrictions. The path is an integral part of the community and the Association's namesake. The Association would welcome a meeting during which participants would work toward a resolution that may include retaining and repairing the pathway. You suggested scheduling the meeting the week after next (i.e., the week of September 6). Please notify me about proposed dates and times so that I can confirm that Board members are available. Please also keep this office and the Association apprised of any steps being taken toward the removal of the pathway. It would be much easier to resolve any outstanding issues before any removal efforts are made.

Sincerely,

Leahy McLean Fjelstad

Allison N. Peryea

cc: Riverwalk Condominium Association Board of Directors.

25 Central Way, Suite 310
Kirkland, WA 98033
Phone (425) 889-8191
Fax (425)889-4794

Leahy McLean Fjelstad

Fax

To: William Pugh	From: Allison Peryea
Fax: 253-299-5539	Pages (Including Cover): 2
Phone: 253-299-5700	Date: August 26, 2010
RE: Riverwalk Condominium Association Pathway	

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Leahy McLean Fjelstad

August 26, 2010

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Public Works Director
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Sincerely,

Leahy McLean Fjelstad

Allison N. Peryea

cc: Riverwalk Condominium Association Board of Directors.



PERMIT ISSUANCE SUMMARY (01/01/2022 TO 09/26/2022) FOR CITY OF SUMNER

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Commercial/Industrial	Accessory Structure	1	0	\$0.00	\$680.08
	Addition	1	770	\$50,334.90	\$1,329.30
	Certificate of Occupancy/Change of U	3	0	\$0.00	\$216.00
	Demolition	3	0	\$200,000.00	\$5,845.00
	Industrial Fence	3	280	\$10,000.00	\$0.00
	New Construction	7	306,086	\$18,688,438.70	\$525,095.66
	Tenant improvement	36	1,118,623	\$8,383,435.56	\$344,241.79
	Wireless facility	6	35	\$215,000.00	\$5,136.59
BUILDING COMMERCIAL/INDUSTRIAL TOTAL:		60	1,425,794	\$27,547,209.16	\$882,544.42
Building Residential	Addition	3	882	\$278,064.80	\$13,333.50
	Alteration, Remodel, Repair	6	250	\$408,500.00	\$6,698.40
	Concrete Work/gravel	4	2,286	\$20,000.00	\$1,029.79
	Demolition	4	1,136	\$34,000.00	\$2,887.00
	New Construction	4	6,336	\$924,622.64	\$91,567.07
BUILDING RESIDENTIAL TOTAL:		21	10,890	\$1,665,187.44	\$115,515.76
Fire Permits	Emergency Radio Responder	4	0	\$2,700.00	\$190.34
	Fire Alarm	21	0	\$444,809.25	\$9,628.35
	Fire Sprinkler	24	0	\$1,605,626.87	\$22,024.02
	Fire Suppression	4	0	\$81,500.00	\$1,763.02
	Fire Underground	2	0	\$89,982.00	\$1,823.25
FIRE PERMITS TOTAL:		55	0	\$2,224,618.12	\$35,428.98
Landscape Irrigation	Landscape Irrigation - Residential	2	0	\$0.00	\$250.00
LANDSCAPE IRRIGATION TOTAL:		2	0	\$0.00	\$250.00
Mechanical Commercial/Industrial	Alteration, Remodel, Repair	24	0	\$0.00	\$3,316.35
	New Construction	9	0	\$250,000.00	\$1,064.25
MECHANICAL COMMERCIAL/INDUSTRIAL TOTAL:		33	0	\$250,000.00	\$4,380.60
Multifamily Building Permit	New Construction	1	3,906	\$679,376.58	\$18,984.73
MULTIFAMILY BUILDING PERMIT TOTAL:		1	3,906	\$679,376.58	\$18,984.73
Plumbing Commercial/Industrial	Alteration, Remodel, Repair	14	0	\$0.00	\$2,040.55
	New Construction	2	0	\$0.00	\$1,217.20
PLUMBING COMMERCIAL/INDUSTRIAL TOTAL:		16	0	\$0.00	\$3,257.75
Plumbing Residential	Alteration, Remodel, Repair	11	0	\$0.00	\$566.25
PLUMBING RESIDENTIAL TOTAL:		11	0	\$0.00	\$566.25
Racks	Installation/Addition/Relocation	14	0	\$5,585,825.00	\$60,474.42
RACKS TOTAL:		14	0	\$5,585,825.00	\$60,474.42
Re-Roof	Commercial/Industrial	3	0	\$405,750.00	\$5,345.76
	Multifamily	1	0	\$375,000.00	\$2,540.25
	Residential	14	0	\$228,037.97	\$3,867.40

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (01/01/2022 TO 09/26/2022)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	RE-ROOF TOTAL:	18	0	\$1,008,787.97	\$11,753.41
Residential Mechanical	Alteration, Remodel, Repair	74	0	\$0.00	\$3,195.20
	RESIDENTIAL MECHANICAL TOTAL:	74	0	\$0.00	\$3,195.20
Residential Pool	In Ground	1	0	\$40,000.00	\$1,520.54
	RESIDENTIAL POOL TOTAL:	1	0	\$40,000.00	\$1,520.54
Septic to Sewer	Septic to Sewer	1	0	\$0.00	\$75,417.32
	SEPTIC TO SEWER TOTAL:	1	0	\$0.00	\$75,417.32
Sewer Line Permit	Side Sewer Installation	60	0	\$0.00	\$578,481.31
	Side Sewer Replacement	12	0	\$0.00	\$1,620.00
	SEWER LINE PERMIT TOTAL:	72	0	\$0.00	\$580,101.31
Sign	Sign	18	0	\$0.00	\$696.00
	SIGN TOTAL:	18	0	\$0.00	\$696.00
Site Development	Civil Site Development	6	0	\$0.00	\$1,493,391.40
	TESC	3	0	\$0.00	\$13,993.95
	SITE DEVELOPMENT TOTAL:	9	0	\$0.00	\$1,507,385.35
Special Events	Banner	2	0	\$0.00	\$1,969.00
	Special Event	8	0	\$0.00	\$6,928.50
	SPECIAL EVENTS TOTAL:	10	0	\$0.00	\$8,897.50
Street Obstruction Notification	Street Obstruction Notification	93	0	\$0.00	\$20,680.00
	STREET OBSTRUCTION NOTIFICATION TOTAL:	93	0	\$0.00	\$20,680.00
Tank Permit	Residential Tank Decommission	2	0	\$3,026.00	\$111.05
	TANK PERMIT TOTAL:	2	0	\$3,026.00	\$111.05
Temporary Use Permits	Firework Stand	2	0	\$0.00	\$100.00
	Temporary Tent	2	0	\$0.00	\$298.00
	Temporary Use Authorization	1	0	\$200,000.00	\$30.00
	TEMPORARY USE PERMITS TOTAL:	5	0	\$200,000.00	\$428.00
Water Line	Water Line	1	0	\$0.00	\$380.00
	WATER LINE TOTAL:	1	0	\$0.00	\$380.00
Water Meter Install	Water Meter Installation	2	0	\$0.00	\$18,929.17
	WATER METER INSTALL TOTAL:	2	0	\$0.00	\$18,929.17
GRAND TOTAL:		519	1,440,589	\$39,204,030.27	\$3,350,897.76

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.