

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, OCTOBER 18, 2021

Commissioners have resumed in person public meetings and will continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwccommissioners@co.walla-walla.wa.us.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

EARLY START TIME

9:00 COUNTY COMMISSIONERS

Chairman Tompkins

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

10:00 COUNTY COMMISSIONERS

- a) Public comment period (time limitations may be imposed)
- b) **Action Agenda Items:**
 - a. Review submitted Employee Payroll Action Forms
 - b. Review vouchers/warrants/electronic payments
- c) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for October 11 and 12, 2021
 - 2) Payroll action and other forms requiring Board approval
- d) **Action Items:**
 - a. County vouchers/warrants/electronic payments as follows: 4233482 in the amount of \$22,729.47 (draw taxes), and 4233483 in the amount of \$5,402.88 (special run)
 - b. Resolution – Approving County Program Agreement No. 2163-30836 between the State of Washington Department of Children, Youth & Families and Walla Walla County for Jail Services 18 Years and Older
 - c. Resolution – Approving out of state travel for Walla Walla County Sheriff's Office Employee (Maas)

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
COUNTY PROGRAM AGREEMENT
NO. 2163-30836 BETWEEN THE
STATE OF WASHINGTON
DEPARTMENT OF CHILDREN,
YOUTH & FAMILIES AND WALLA
WALLA COUNTY FOR JAIL
SERVICES 18 YEARS AND OLDER

RESOLUTION NO. **21**

WHEREAS, the County agrees to provide detention services at the Walla Walla County Department of Corrections for Juvenile Rehabilitation youth eighteen (18) years old or older committed to Juvenile Rehabilitation that are accepted for admittance at the direction of the Division under the Department of Children, Youth and Families (DCYF); and

WHEREAS, the County and the DCYF wish to enter into a Program Agreement beginning October 1, 2021, and ending June 30, 2022 for Juvenile Rehabilitation youth 18 years old or older committed to Juvenile Rehabilitation; and

WHEREAS, the County Chief Civil Deputy and County Risk Manager have both reviewed and approved the referenced agreement between the County and DCYF; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and authorize the Director of Corrections to sign said County Program Agreement – Jail Services 18 Years and Older #2163-30836.

Passed this 18th day of October, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*



COUNTY PROGRAM AGREEMENT

Jail Services 18 Years and Older

DCYF Agreement Number
2163-30836

This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division
Agreement Number

County Agreement Number

DCYF ADMINISTRATION
Department of Children, Youth,
and Families

DCYF DIVISION
Children, Youth and Families

DCYF INDEX NUMBER
1242

DCYF CONTRACT CODE
2000CC-63

DCYF CONTACT NAME AND TITLE
Karena McGovern
Contract Specialist

DCYF CONTACT ADDRESS
1115 Washington St SE

Olympia, WA 98504

DCYF CONTACT TELEPHONE
(360)870-5727

DCYF CONTACT FAX
Click here to enter text.

DCYF CONTACT E-MAIL
karena.mcGovern@dcyf.wa.gov

COUNTY NAME
Walla Walla County
Corrections

COUNTY ADDRESS
300 W Alder
Walla Walla, WA 99362

COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER

COUNTY CONTACT NAME
Norris Gregoire

COUNTY CONTACT TELEPHONE
(509) 524-2822

COUNTY CONTACT FAX
(509) 524-2836

COUNTY CONTACT E-MAIL
ngregoire@co.walla-walla.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?
No

CFDA NUMBERS

PROGRAM AGREEMENT START DATE
10/01/2021

PROGRAM AGREEMENT END DATE
06/30/2022

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$10,000.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

☒ Exhibits (specify): Exhibit A: Data Security Requirements and Exhibit B: Statement of Work
☐ No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DCYF SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means Walla Walla County Corrections
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Juvenile Rehabilitation" or "JR" means the Division under the Department of Children, Youth, and Families.
2. **Purpose.** The purpose of this Contract is for the Walla Walla County Department of Corrections to provide detention services at the Walla Walla County Department of Corrections, for Juvenile Rehabilitation (JR) youth eighteen (18) years old or older committed to Juvenile Rehabilitation that are accepted for admittance at the direction of JR.
3. **Data Security Requirements – Exhibit A.** The contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.
4. **Statement of Work – Exhibit B.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit B-Statement of Work.
5. **Billing and Payment**
 - a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JR shall not make payment for any deliverable not completed in accordance to the specifications identified in this Contract.
 - b. Invoice shall be sent to the DCYF Program Contact listed in the Statement of Work.
 - c. DCYF shall pay the Contractor upon acceptance by DCYF of a properly completed A-19 Invoice Voucher. The invoice shall include any required documentation of the services delivered as specified in the Statement of Work. Payment shall be sent to the Contractor's address on page one of this Contract.
 - d. Payment shall be considered timely if made by DCYF within 30 days after receipt of the properly completed invoice.
 - e. The Contractor accepts the DCYF payment as the sole and complete payment for the services provided under this Contract.
 - f. DCYF shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with Exhibit B: Statement of Work. If DCYF pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.
 - g. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

STATEMENT OF WORK
Jail Services for 18 Yrs and Older

Organization of Statement of Work

- | | |
|----|--------------------------------------|
| 1. | Intent of Services |
| 2. | Services Provided |
| 3. | Walla Walla County Responsibilities |
| 4. | JR Responsibilities |
| 5. | Consideration |
| 6. | Walla Walla County Mailing Addresses |
| 7. | DCYF/JR Program Contact |

1. Intent of Services

The purpose of this Statement of Work is for the Director of the Walla Walla County Department of Corrections to provide detention services at the Walla Walla County Department of Corrections, for Juvenile Rehabilitation (JR) youth eighteen (18) years old or older that are accepted for admittance at the direction of JR.

2. Services Provided

- a. Detention Services shall include custody, supervision, and routine care for all JR youth eighteen (18) years old or older that are accepted for admittance. Such JR youth shall be housed within the Walla Walla County Department of Corrections.
- b. The Director of the Walla Walla County Department of Corrections is primarily responsible for the operation of the Walla Walla County Department of Corrections.
- c. Any JR youth housed at the Walla Walla County Department of Corrections under the terms of this agreement shall be subject to all rules and regulations governing other inmates housed in the Walla Walla County Department of Corrections.

3. Walla Walla County Department of Corrections Responsibilities

- a. The Director of the Walla Walla County Department of Corrections has no obligation whatsoever, at any time, to accept JR youth.
- b. Only when the Director of the Walla Walla County Department of Corrections determines, at his sole discretion, that space exists in the Walla Walla County Department of Corrections to house JR youth, does he have the obligation to consider accepting JR youth.
- c. Once the Director of the Walla Walla County Department of Corrections accepts a JR youth, the Contractor must notify JR designated staff within 12 hours.
- d. Once the Director of the Walla Walla County Department of Corrections accepts a JR youth, upon a two-day notice, he may request that RA pick up such youth and relocate him/her to another location or facility not under control of the Director of the Walla Walla County Department of Corrections.
- e. JR youth shall receive such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Walla Walla County Department of Corrections, to the extent required by applicable laws and regulations. Walla Walla County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical

services, JR shall pay Walla Walla County for any and all costs associated with the delivery of any emergency, major medical and/or outside medical service provided to JR youth.

- f. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house JR youth, the Director of the Walla Walla County Department of Corrections may suspend or restrict the use of the facility by giving written notice to JR.
- g. The Director of the Walla Walla County Department of Corrections may, without the prior approval of JR, move the youth from the Walla Walla County Department of Corrections to another suitable location for housing in the event of an emergency such as fire, earthquake, or catastrophe, or conditions presenting imminent danger to the safety of the youth. The Director of the Walla Walla County Department of Corrections agrees to notify JR as soon as possible of the location at which the JR youth is being held.
- h. In the event any JR youth shall escape from the custody of the Walla Walla County Department of Corrections, the Walla Walla County shall use all reasonable means to recapture the youth. The escape shall be reported immediately to JR. Any costs incurred by Walla Walla County in conjunction with recapturing the youth shall be chargeable to and borne by JR.

4. JR Responsibilities

- a. JR shall at all times, except as may be provided to the contrary herein, be responsible for the delivery and retaking of JR youth.
- b. JR shall be responsible for transporting youth from the Walla Walla County Department of Corrections to medical appointments and hospital stays.
- c. In an emergency, Walla Walla County Department of Corrections staff may provide transport duties but will be relieved as soon as possible by JR staff.
- d. JR shall have access, at all reasonable times, to the Walla Walla County Department of Corrections for the purpose of inspecting the facilities and visiting any of its youth confined therein under the terms of this agreement.
- e. JR will cover all prescription costs.

5. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$10,000**, including any and all expenses, and shall be based upon Exhibit B at a daily rate of **\$83.99**.

6. Walla Walla County Mailing Addresses

All notices, billings and correspondence among the parties to this agreement shall be sent to the following addressees at the following addresses:

Executive Assistant: Keri Weber
 Walla Walla County Dept. of Corrections
 300 W. Alder
 Walla Walla, WA 99362

Director: Norris Gregoire
 Walla Walla County Dept. of Corrections
 300 W. Alder
 Walla Walla, WA 99362

7. DCYF/JR Program Contact

The Contractor shall notify the DCYF Program Contact listed below for all notices, billings and correspondence, or any questions or issues related to services under this Agreement:

Lori Kesi
Region 1 Administrator
Rehabilitation Administration
lori.kesi@dcyf.wa.gov
1626 West Boone Avenue
Spokane, WA 99201
509.505.5471

Additionally, the individuals listed hereinabove are each respectively designated to act as each party's representative for administering their respective obligations under the terms of this agreement.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
AUTHORIZATION FOR OUT OF
STATE TRAVEL FOR WALLA
WALLA COUNTY SHERIFF'S
EMPLOYEE (MAAS)



RESOLUTION NO. 21

WHEREAS, the Walla Walla County Sheriff's Office has requested approval for out of state travel for Deputy Kevan Maas to travel to San Bernardino, California to attend the Law Enforcement Night Vision Instructor (NVG) training seminar, on November 2- 6, 2021; and

WHEREAS, said training will benefit the citizens of Walla Walla County; and

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted for review and consideration; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

BE IT FURTHER RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

Passed this 18th day of October, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

**WALLA WALLA COUNTY SHERIFF'S OFFICE**240 West Alder Street, First Floor
Walla Walla, WA 99362-0220**Mark A. Crider**
Sheriff

RECEIVED

OCT 13 2021

WALLA WALLA COUNTY
COMMISSIONERS**TRAINING REQUEST FORM*********COURSE INFORMATION*******

NAME: Kevan Maas

DATE: 09/29/2021

COURSE TITLE with Course #: Law Enforcement Night Vision Instructor
(course description must be attached)

DATE & TIME: 0800 - 1700 Nov 2nd - 6th

OF HOURS: 40 hrs

LOCATION: San Bernardino County, CA, USA (TBD)

PREREQUISITES: Yes
(yes or no)

LIST: Assigned to SWAT, team training coordinator.

JUSTIFICATION FOR TRAINING: See attached page.

*******SHIFT COVERAGE*******COVERAGE NEEDED? ☐ Yes ☒ No WHO WILL COVER?*******COST OF TRAINING*******

COURSE FEE:

PER DIEM PAID MEALS (www.gsa.gov/travel-resources)LODGING
(# of nights)

CONSUMABLES (Ammo, Taser Cartridges, Etc.)

AIRFARE/CAR RENTAL/CAB/BUS
(county or private vehicle)

Total Cost

Course \$800

Per Diem \$64 x 7

Lodging \$200 x 7

Consumables \$ None

Airfare \$ County

Total \$ 2,648

*******ROUTING*******SUPERVISOR'S SIGNATURE: Sgt Kevan Maas APPROVED ☒ DENIED ☐ DATE: 09/29/21COMMENTS: Submitted to next supervisor in chain.CHIEF DEPUTY SIGNATURE: Chief Richard Schram APPROVED ☒ DENIED ☐ DATE: 10/8/21COMMENTS: Approved for needed SWAT team growth to meet NTO standards.SHERIFF'S or UNDERSHERIFF SIGNATURE: Undersheriff Joe Klundt APPROVED ☒ DENIED ☐ DATE: 10/11/2021COMMENTS: Approved

** REQUESTS ARE TO BE ROUTED EVEN WHEN DENIED **

WWSO TRAINING REQUEST FORM 04/2021



Mark A. Crider
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

Sheriff's Office (509) 524 - 5400
Fax (509) 524 - 5480
Dispatch (509) 527 - 3265
Toll Free (866) 527 - 3268
Email: sheriff@co.walla-walla.wa.us

Mark A. Crider Undersheriff
Richard L. Schram Chief Criminal Deputy
Ron Vamer Chief Civil Deputy

Memorandum

Date: October 12, 2021
To: Board of County Commissioners
From: Richard Schram, Chief Criminal Deputy
RE: Out of state travel: Sergeant Kevan Maas

Sergeant Maas has applied to attend a 5-day instructor training, in San Bernadino, CA, November 2nd through the 6th, 2021.

The weeklong training will certify Sergeant Maas to instruct on the use of night vision (NVG). This curriculum is taught by the owner of Tap Rack Tactical, Bill Blowers. Bill served in the US Army for 6 years and has been a Police Officer for over 25 years. He spent the bulk of his LE career assigned to SWAT holding positions as a Sniper, Ballistic Shield Man, Mechanical/Ballistic Breacher, Assistant Team Leader and Team Leader on a large and busy regional SWAT team in Washington State. Bill has planned or participated in approximately 1500 missions, he has over 5000 hours of documented training time, and holds instructor certifications in a variety of SWAT related topics. Bill is a well known and internationally respected subject matter expert on SWAT operations with decades of Washington State SWAT law enforcement experience making him the perfect instructor for Sgt. Maas to learn this discipline from.

This course is designed to cover all aspects of training team members to engage threats under NVG, case law, discrimination of hostages and hostiles, defensive tactics, developing training programs for the SWAT team and determining when the SWAT team is ready to deploy and use NVG on missions.

The Walla Walla Regional SWAT is comprised of members from all three agencies in the Walla Walla Valley. The Walla Walla Sheriff's Office currently has three, deputies who are active members, functioning in the roles of Police Sniper, Entry Operator and Squad Leader. Command of the SWAT Team is shared between the Chief Operations Deputy and a Walla Walla Police Department Captain. Additionally, deputies provide training and often specialize in specific equipment and tactics within the team.

After a recent evaluation of team capabilities under the standards established by the National Tactical Officers Association (NTOA), identified a deficiency of the SWAT team's night operation abilities. Specifically, the SWAT team does not have night vision abilities due to a lack of equipment and training. The SWAT team leadership then held a meeting with area law enforcement CEOs to obtain the direction

they desire our team to move. After the meeting it was agreed resources would be further combined to equip our team with best practice training and equipment.

Reasons to have inhouse training in night vision are the following:

1. A qualified inhouse instructor can provide critical insight prior to any purchase of night vision equipment. This would eliminate the costly trial and error process of selecting the right equipment from the thousands of products available.
2. Having a qualified inhouse night vision instructor will eliminate the need to send other SWAT operators out of county for training or pay for consultants. The cost of one instructor versus the investment it would take to send the entire team to outside training is much more financially responsible. This would also allow WWSO to assist our regional partners with their night vision training needs and receive reciprocal training in return.
3. Capable deputies with proper equipment and training would be a major contribution to both patrol operations, SWAT operations, Canine Searches and Search and Rescue operations when requested.

Currently, WWPD is prepared to make an initial equipment purchase for their officers on the SWAT team and Sergeant Maas is crafting a request to the Walla Walla Sheriff's Foundation to assist us in making an initial purchase of equipment as well.

Thank you for your time and consideration on this matter,

A handwritten signature in black ink, appearing to read 'R. Schram', with a long horizontal flourish extending to the right.

Chief Criminal Deputy Richard Schram

Recommendation:

The Walla Walla County Board of Commissioners approve this out of state travel request.



Mechanical / Shotgun Breaching **Length: 2days** **Tuition: \$600**

This class covers all topics concerning forcible entry. We will discuss using battering rams, halligan tools, shotguns, pry bars, hydraulic tools, pull hooks and everything else you can think of to force your way into a structure. This class is heavy on practical exercise and you will use most of the tools mentioned above to effect forcible entry using team tactics.

Ballistic Shield User **Length: 2 days** **Tuition: \$600**

We will cover different levels of protection, construction, accessories and application. Topics covered include marksmanship, weapon handling and manipulation, defensive tactics, shield tactics and team movement using ballistic shields or blankets.

Designated Marksman **Length: 2 days** **Tuition: \$600**

This course will teach you to stretch out your patrol carbine to ranges beyond 50 yards. It is not intended to be a sniper school, we focus on rapid hits out to 300 yards using Vari-X optics, magnifiers behind your current optic, or the sights you have. All ranging will be estimated and hold overs will be calculated using knowledge gained in the class based on your weapon and ammunition. This is a great class for patrol officers AND SWAT members assigned to perimeter duties.

NVG User Length: **Length 3 Days** **Tuition: \$650**

The course is designed to cover legal aspects of NVG use for SWAT teams as well as proficiency training for zeroing, shooting, working NVG and Laser controls, manipulations and being able to do everything under NVG that you can do during daylight. Course is designed with LE in mind.

LE NVG Instructor: **Length: 5 Days** **Tuition: \$800**

This course is designed to cover all aspects of training team members to engage threats under NVG, Case Law, Discrimination, DT, developing training programs for the team and determining when the team is actually ready to use NVG on missions.

COUNTY COMMISSIONERS (continued)

- e)** Miscellaneous business to come before the Board
- f)** Review reports and correspondence; hear committee and meeting reports
- g)** Review of constituent concerns/possible updates re: past concerns

a) Action Agenda Items:

- 1) Authorizing the Chair of the Board to sign a Memorandum of Agreement among the Federal Highway Administration, Department of Archaeology and Historic Preservation, the Washington State Department of Transportation and Walla Walla County regarding the Dell Sharpe Bridge Project

b) Department update and miscellaneous

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 12 October 2021

Re: Director's Report for the Week of 11 October 2021

Board Action: 18 October 2021

ACTION AGENDA ITEMS:

In the Matter of Signing a Memorandum of Agreement among the Federal Highway Administration, the Department of Archaeology and Historic Preservation, the Washington State Department of Transportation and Walla Walla County regarding the Dell Sharpe Bridge Project

ENGINEERING:

- Middle Waitsburg Road MP 6.1 to MP 7.92: Contractor is working on earthwork and crushing rock for surfacing.
- Peppers Bridge Road: Working on right of way acquisition.
- Seven Mile Bridge: Reviewing Biological Assessment.
- Abbott Road Sidewalk: Consultant will stake existing right of way to evaluate impacts.
- Old Highway 12: Work is scheduled to begin on the 25th of October.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Completed the Gose Street sinkhole repair and finishing up the Cottonwood Road/Pikes Peak Road maintenance project. Will begin some reimbursable work for the Port of Walla Walla over in the Burbank area.
- North Crew – Crack sealing, blading and assisting the South Crew with the maintenance project on Cottonwood Road/Pikes Peak Road.
- Signs and Veg Crew – Finishing up with striping and working on routine sign maintenance. Mill Creek Flood Channel vegetation control work will begin later this week.
- Garage – Working on routine maintenance and scheduling winter prep on equipment.

ADMINISTRATION:

- Conducted our weekly Staff, Road Operations and Engineering meetings.
- Conducted our monthly Foreman's meeting.
- Attended the Mill Creek Working Group meeting virtually.
- Participated in the Mill Creek Coalition meeting – updated the group on the next steps of the Mill Creek GI Study.
- Held the pre-construction meeting for Arch Bridge.
- Continue to follow COVID 19 protocols.

a) Consent Agenda Items:

- 1) Resolution – Request by Ann Leschen (DIDL21-001) for a finding of “Innocent Purchaser” to allow the development of illegally divided land

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A REQUEST
BY JANN LESCHEN FOR A
FINDING OF "INNOCENT
PURCHASER" TO ALLOW THE
DEVELOPMENT OF ILLEGALLY
DIVIDED LAND

RESOLUTION NO. 21

WHEREAS, the Community Development Department Director is responsible for administration of the Walla Walla County Code (WWCC) Title 16, Subdivisions, pursuant to WWCC 14.03.020; and

WHEREAS, Walla Walla County Code 16.04.040 allows an innocent purchaser for value to develop illegally divided land; and

WHEREAS, WWCC 14.09.020 establishes that Type 5 reviews are legislative review processes with the decision made by the Walla Walla County Board of Commissioners and that WWCC 14.09.025 establishes development of illegally divided land is a Type 5 Review process; and

WHEREAS, WWCC 14.09.025 establishes that no public hearing will be held for Type 5 Reviews, rather final decision will be made by the Board of County Commissioners via Ordinance, Resolution or Motion; and

WHEREAS, the owners of Assessor's Parcel Number 380723110002, Ann E. Leschen, submitted an application to allow development of an illegally divided parcel created via deed in 1983 (Docket DIDL21-001) demonstrating that they were an 'Innocent Purchaser' and did not know the property was illegally divided; and

WHEREAS, no specific development permit application has been submitted at this time; and

WHEREAS, WWCC 14.09.025 establishes that no public hearing will be held for Type 5 Reviews, rather final decision will be made by the Board of County Commissioners via Ordinance, Resolution or Motion; and

BE IT HEREBY RESOLVED that the Board of Walla Walla County Commissioners concurs with the Findings of Fact and Conclusions of Law in the September 27, 2021 Staff Report and concludes that the illegally developed parcel meets the requirements of WWCC 16.04.040 and has the right to be developed, subject to development regulations in place at the time of future permit application.

*Passed this 18th day of **October, 2021** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*



Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

Date: September 27, 2021
Date Prepared: September 20, 2021
To: Board of County Commissioners
From: Jennifer Ballard, Senior Planner
RE: **Application DIDL21-001:** Development of Illegally Divided Land – Innocent Purchaser Determination for Property Assessor's Parcel Number (APN) 380723110002; 10.08 acres located in Waitsburg, the SW1/4 of the NE1/4 of the NE1/4 of Section 23, Township 7, Range 38.

Summary of Proposal

Ann E. Leschen submitted an application to allow development of an illegally divided parcel, APN 380723110002, which she purchased on May 8, 2007, based on a provision in the Walla Walla County (County) subdivision code, Title 16, that provides two ways for the Board of County Commissioners (BOCC) to allow the development of an illegally divided parcel.

Today, besides a few narrow exceptions, all divisions of land in the County must go through a subdivision process (i.e., short plat, long plat, binding site plan).

The subject property has not been formally platted; creation of the subject property was accomplished via deed recorded in 1983, more than twenty years before Ms. Leschen purchased the property. In July 2021, Community Development Department (CDD) staff was contacted by Loic and Benedicte Carbonnier, realtors with Coldwell Banker Walla Walla working with Ms. Leschen who wishes to sell the subject property to a party that will develop the property for residential use. The realtors inquired if the lot was developable. In reviewing County records, staff determined that the lot was non-conforming in lot area, being less than the 40-acre minimum lot size for in the Rural Remote 40 (RR-40) zoning district, and not legally created through a platted subdivision, but illegally created through subdivision by deed, and therefore lacking a development right. This information is documented in Attachment I, which provided information to the property owner on how she could request approval to develop the illegally divided property via provisions in Walla Walla County Code Chapter 16.04: public interest determination or innocent purchaser for value. In response Ms. Leschen submitted application DIDL21-001 (Attachment A).

Applications for the development of illegally divided land must be reviewed by the Board of County Commissioners via the Type 5 land use review process; approval can occur via resolution.

Staff Recommendation

Staff recommends that the Board of County Commissioners concur with the recommended findings of fact and conclusions of law in the Staff Report and conclude that Ann E. Leschen is an Innocent Purchaser, and the subject property may be developed under WWCC 16.04.040.

Attachments

- A. Innocent Purchaser Application DIDL21-001 (corrected application, submitted 2021-07-15)
- B. 1967 Walla Walla County Zoning Map
- C. Survey of Subject Property, Auditor's File Number 1984-04342
- D. Deed, Auditor's File Number (AFN) 497547
- E. Deed, Auditor's File Number 1983-04563

- F. Deed, Auditor's File Number 1983-06657
- G. Deed, Auditor's File Number 1987-07845
- H. Deed, Auditor's File Number 2007-05191
- I. Email between CDD staff and Benedicte Carbonnier dated 2021-07-07
- J. Seller's Property Condition Report, pages 1 and 4 of 5
- K. Resolution 70 - Walla Walla County Comprehensive Zoning Resolution. Pages 24, 45 and 47, Auditor's File Number 489712
- L. Deed, Auditor's File Number 1986-01228
- M. Deed, Auditor's File Number 1987-00621
- N. Deed, Auditor's File Number 1992-06209
- O. Deed, Auditor's File Number 1999-13309
- P. Deed, Auditor's File Number 1998-10276
- Q. Real Estate Contract, Auditor's File Number 1991-05841
- R. Deed, Auditor's File Number 1997-07545
- S. Real Estate Contract, Auditor's File Number 1984-00136
- T. Real Estate Contract, Auditor's File Number 1991-03727
- U. Real Estate Contract, Auditor's File Number 1990-06744
- V. Building Permit Number 050312
- W. Building Permit Number 020321
- X. Building Permit Number 020219
- Y. Building Permit Number 960329

Background

In June 1983, Crown Zellerbach Corporation sold to Roy E. and Virginia Leland (Lelands) property which included the NE1/4 of the NE1/4 of Section 23, and the SW1/4 of the NW1/4 of Section 24, and the SE 1/4 of the SE 1/4 of Section 26 all in Township 7N Range 38E of the Willamette Meridian (Attachment E).

In September 1983 the Lelands sold the subject property to William E. & Diane Ziegler (Zieglers) per deed, AFN 1983-06657 (Attachment F). This deed describes the subject property as the SW1/4 of the NE1/4 of the NE1/4 of Section 23, Township 7N of Range 38E which is a subdivision by deed of approximately 10 acres from the approximately 40-acre parent parcel, the NE1/4 of the NE1/4 of Section 23 described in AFN 1983-04563.

In 1987, the Zeiglers sold the subject property to Gary B. Hultman and Nickolette Hultman (Hultmans). In 2007, the Hultmans sold the subject property to Ann E. Leschen for \$135,000.

On October 10, 1967 The BOCC adopted a countywide zoning map which assigned the subject property the zoning designation of Unclassified (LU) (See map in Attachment B). The minimum lot area for the LU zone was 1 acre with a minimum lot width of 100 feet if the proposed property use was residential (Attachment J).

In 1970, subdivision Ordinance 82 exempted lot divisions from the formal subdivision process, and allowed lot divisions by deed, if the property division resulted in fewer than 5 lots and the smallest lot size was 5 acres in size or greater. In 1973, Ordinance 82 was amended by the BOCC to require that the smallest lot created in an exempt segregation (by deed) must exceed 20 acres in size.

In 1983, at the time the subject property was created via deed, the creation of a 10.08-acre lot could have been accomplished via the platting process because the lot area was compliant with the zoning in effect at the time (LU – 1-acre minimum lot area, 100-foot lot width for residential uses).

Criteria for Review

Ann E. Leschen has applied for an Innocent Purchaser for value determination.

Walla Walla County Code (WWCC) Title 16 contains two sections which can be used to consider allowing the development of illegally divided land, one for innocent purchaser for value and the other allowing for a public interest determination where the proposal is consistent with all current development standards and the Comprehensive Plan. These Walla Walla County provisions come from the Washington State Subdivision Code, specifically RCW 58.17.120.

WWCC 16.04.040 - Development of illegally divided land—Innocent purchaser for value. An application for a building permit, septic tank permit or other development permit for any lot, tract or parcel of land divided in violation of state law or this title shall be processed pursuant to the provisions of WWCC Title 14, Development Code Administration. Approval shall be granted only if:

- A. *The applicant purchased the lot, tract or parcel for value; and*

Staff Response: On May 9, 2007, Ann E. Leschen purchased the subject property from Gary B. Hultman and Nickolette Hultman for \$135,000 (Attachment H).

- B. *The applicant did not know, and could not have known by the exercise of care which a reasonable purchaser would have used in purchasing the land, that the lot, tract or parcel had been part of a larger lot, tract or parcel divided in violation of state law or this title.*

Staff Response: Ms. Leschen communicated to CDD staff that she did not contact the County's permitting agencies regarding the development potential of the subject property prior to her purchase of it, but both neighboring properties (shown as Lots 1 and 3 on survey AFN 1984-04342) were developed and the Seller's Property Condition Report stated that there were no 'unusual restrictions on the use of the property that would affect future development' (Attachment J, condition report provided to staff consists of page 1 and 4 of the 5 page seller's condition report).

An internet search of County records research yields deeds linked to the subject property on the Walla Walla County Assessor's and Auditor's Office websites dating back to 1983 and a survey of the subject property recorded in 1984. It is often a layperson's reasonable assumption that when a property has a recorded deed and a recorded survey that the property was established via legal means, otherwise those deeds and surveys would not be recorded by a government agency.

Between 1983, the date of the illegal subdivision of the subject property's parent parcel, and 2007, the year of acquisition of this parcel by Ms. Leschen the permitting authority for County development issued building permits on four non-legal lots of record created by deed from the property acquired by the Lelands in AFN 1983-04563 (Attachment E). Building permit 050312 was issued for the property adjacent to the subject property to the east. Based on these approvals, it is possible that if Ms. Leschen had submitted a building permit at the time of purchase of the property for a cabin, the permit would have been approved.

Analysis

In 1983, the subject property would have met the required minimum lot size (1 acre for residential uses) and dimensional standards (100-foot minimum lot width) to have been legally subdivided by plat. Staff is of the opinion that the lot in question can be approved for development as an Innocent Purchaser Determination by the BOCC pursuant to WWCC 16.04.040.

A specific development proposal has not been submitted by Ms. Leschen. A BOCC approval of this application would essentially mean the property has the right to be developed, subject to the permitting process. Prior to development, Ms. Leschen or any future owner will have to demonstrate compliance with all development regulations in place at the time of application. This will include building and fire codes, access and addressing requirements, zoning setbacks, and critical areas regulations. The County Fire Marshal, Public Works Department and Environmental Health Division of the Community Health Department reviewed the application and did not identify any significant issues that would preclude development on this property. Wet season monitoring, site evaluation and test holes will be required by the Health Department to determine feasibility of on-site sewage disposal.

Findings of Fact

1. In 1967 the property was zoned Unclassified (LU) which had a 1-acre minimum lot size, and 100-foot minimum lot width for residential uses.
2. In 1970 the County adopted the Subdivision Control Ordinance, Ordinance 82.
3. In 1973, Ordinance 82 was amended by the BOCC to require that the smallest lot created in an exempt segregation (by deed) must exceed 20 acres in size.
4. In 2003, a county-wide rezoning occurred, and a new Comprehensive Plan and significant amendments to the County's development regulations were adopted. The subject property was rezoned to Rural Remote 40 (RR-40) with a minimum lot size of 40 acres. The subject property is still zoned RR-40.
5. In June 1983 Crown Zellerbach Corporation sold to Roy E. and Virginia Leland (Lelands) property which included the NE1/4 of the NE1/4 of Section 23; and the SW1/4 of the NW1/4 of Section 24; and the SE1/4 of the SE1/4 of Section 26 all in Township 7N Range 38E of the Willamette Meridian. Between September 1983 and 1999 the Lelands would create and sell 12 illegally divided lots from the above described three one-sixteenth Sections:
 - a. 9706 Lewis Peak Road, APN 380723110003: 10.12 acres, shown as Lot 1 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1986 (Attachment L). CDD has no record of building permits issued for this property but in the oldest aerial photographs available to staff, from 1994, the cabin is visible. The cabin was not issued an address until 1999. A second structure appears to have been placed on the property between July 2001 and June 2003 without a building permit.
 - b. 9710 Lewis Peak Road, APN 380723110005: 10.15 acres, shown as Lot 3 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1987 (Attachment M). Building permit 050312 was issued on June 17, 2005 for a pole building (Attachment V). Pole building appears to have been expanded and converted to a recreational cabin without a building permit.
 - c. APN 380723110004: 10.18 acres, shown as Lot 4 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1992 (Attachment N). In 2011, a 600 square foot pole building appears to have been constructed on this property without a building permit. An after-the-fact permit, B21-0413, was applied for in August 2021.
 - d. 10289 Lewis Peak Road, APN 380724230003: 9.93 acres, shown as Lot 11 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1999 (Attachment O). A building permit, 020321, for a recreational cabin was issued in 2002 (Attachment W).
 - e. 10363 Lewis Peak Road, APN 380724230004: 9.93 acres, shown as Lot 12 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1998 (Attachment P). Building permit 020219, for a recreational cabin, was issued in 2002 (Attachment X).

- f. 10415 Lewis Peak Road, APN 380724230005: 9.93 acres, shown as Lot 13 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1991 (Attachment Q). Building permit 960329, for a recreational cabin, was issued in 1996 (Attachment Y).
 - g. APN 380724230006: 9.93 acres, shown as Lot 14 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1997 (Attachment R).
 - h. APN 380726440007: 10.42 acres, shown as Lot 15 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1984 (Attachment S).
 - i. APN 380726440009: 10.5 acres, shown as Lot 16 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1991 (Attachment T). CDD has no record of building permits issued for this property but in the oldest aerial photographs available to staff, from 1994, a cabin is visible. The cabin does not appear to have been issued an address.
 - j. APN 380726440008: 10.53 acres, shown as Lot 17 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1991 (Attachment T).
 - k. APN 380726440006: 10.45 acres, shown as Lot 18 in Record of Survey AFN 1984-04342, subdivided by deed by the Lelands in 1990 (Attachment U).
6. In September 1983 Roy E & Virginia Leland sold the subject property to William E. & Diane Ziegler (Zieglers) via a subdivision of land by deed. The deed, AFN 1983_06657, describes the subject property as the SW1/4 of the NE1/4 of the NE1/4 of Section 23, Township 7N of Range 38E.
 7. In 1984 a survey which included the subject property certified by John E. Cramer, P.L.S. was recorded. The survey included no deed references.
 8. In 1987 the Zeiglers sold the subject property to Gary B. Hultman and Nickolette Hultman (Hultmans).
 9. In 2007 the Hultmans sold the subject property to Ann E. Leschen for \$135,000.
 10. On July 6, 2021, the Walla Walla County Development Department was contacted by phone by Loic Carbonnier of Coldwell Banker Walla Walla requesting to know if the subject property was developable.
 11. On July 7, 2021, before staff could respond to Loic Carbonnier, Benedicte Carbonnier with Coldwell Banker Walla Walla contacted staff regarding the subject property. On July 7, 2021, staff spoke with Benedicte Carbonnier explaining that the subject property was not a legal lot of record because it had been illegally subdivided in 1983 and therefore lacked a development right and followed up the conversation with an email (Attachment I).
 12. On July 13, 2021, Walla Walla County Community Development Department received an application for Innocent Purchaser for Value, DIDL21-001. The application was deemed complete for review on July 15, 2021.
 13. On July 19, 2021, Walla Walla County Fire Marshal stated that "a buildable lot will require a legal access that will meet the County Road standards including a fire turn around when the private road or private drive exceeds 150 [feet] in length."
 14. On July 27, 2021, Walla Walla County Health Department Environmental Health Division staff found no immediately apparent issues that would preclude this property from residential development. Wet season monitoring, site evaluation and test holes will be required by the Health Department to determine feasibility of an on-site sewage disposal.
 15. On July 28, 2021, Walla Walla County Public Works staff found that there were no apparent access issues that would preclude this property from residential development and recommend access from the subject property to Lewis Peak Road be provided by a County Road Standards-compliant driveway.
 16. The Walla Walla County Community Development Director found that the property would have conformed to all zoning regulations in place at the time the property was created via deed, had it

been properly subdivided, in 1983, though a single-family dwelling was not a permitted use in the Unclassified (LU) zoning district.

Conclusions of Law

1. The development of this illegally divided land meets the criteria of WWCC Section 16.04.040.
2. The current property owner purchased the subject property for value.
3. The applicant did not know and could not have known by the exercise of care which a reasonable purchaser would have used in purchasing the land, that the lot, tract or parcel had been part of a larger lot, tract or parcel divided in violation of state law or this title.

WALLA WALLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
310 W Poplar St., Suite 200
Walla Walla, WA 99362
509-524-2610

Submit all documents to: permits@co.walla-walla.wa.us

DEVELOPMENT OF ILLEGALLY DIVIDED LAND

Innocent Purchaser

This application shall be subject to all applicable conditions of Section 16.04.030 WWCC or Section 16.04.04 WWCC.

Applicant Information

Name: Ann E. Leschen
Mailing address: 28400 Jones DR
City: Foster State: OR Zip: 97345
Phone: 509-301-4521 Email: Anneleschen@hotmail.com

Name, mailing address, and telephone number of applicant's representative, if any:

Property Owner(s) Information (if different than applicant)

Name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

Names, addresses, and telephone numbers of additional owners (each owner must be listed)

Property Information

Site address or general location of property: Lewis Peak Rd.
Parcel number(s): 3807 2311 0002
Size of parcel(s): 10.08 Acres
Zoning: RR 40


The following *must* be submitted with this completed form for the application to be complete:

- ☐ Reference WW County Code at https://library.municode.com/wa/walla_walla_county/codes Chapter 3.08 for current fees due payable via cash, check, debit or credit card. \$285

The signature of each applicant or the applicant's representative, and each property owner if different than the applicant(s), is required per 14.07.025 WWCC.

(We) (I) certify that the information furnished within this application, including all submittals and attachments, is true and correct to the best of (my) (our) knowledge.

(We) (I) acknowledge that per WWCC Section 3.08.065: Publication costs for legal notices shall be borne by the applicant in addition to other costs and fees which apply. Failure to pay publication costs may result in a suspension of application processing.

Applicant Signature:  Date: 7-13-21

Property Owner Signature:  Date: 7-13-21

Additional Applicant(s) / Representative _____ Date: _____

Additional Property Owner(s) _____ Date: _____

To All It May Concern,

July 13, 2021

RE: Development of Illegally Divided Land, Innocent Purchaser Application for Lewis Peak Rd Parcel # 380723110002

I purchased the above referenced land in 2007 with the idea of eventually building a cabin. I had lived lower down on Lewis Peak Road on property I bought directly from the Lelands. At the time, the county only required a proper driveway entrance. Over time, as people started to move onto other properties, the county required water, sewage and power before building. When I bought the 10 acres in question, I assumed I would need to get the utilities in before building.

I have moved from the area and have finally decided to sell the land. Imagine my surprise when the county told my realtor that it was illegally divided and unbuildable! The previous owner never disclosed that it was illegally divided and not buildable, probably because they didn't know either. Walla Walla Title Company never said anything about an illegal division or not being buildable when I bought it.

There are two neighbors, both of whom, according to the Record of Survey map, are part of the original 40 acres that was "illegally" divided. They have both built on their pieces, so I should also be allowed to build on my property.

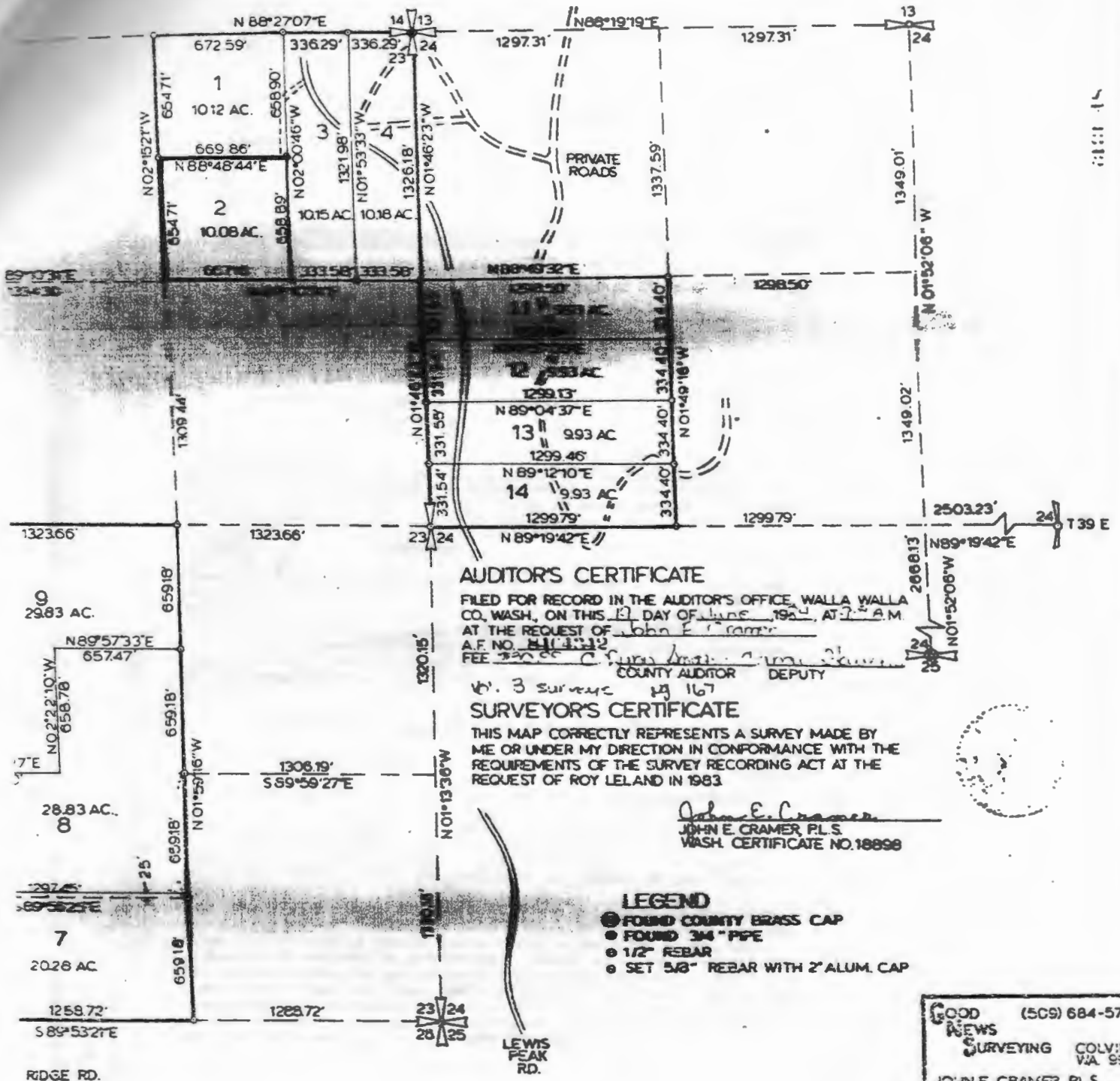
Please consider approving my application in order to make this property buildable.

Thank you.

Ann E. Leschen

A handwritten signature in black ink, appearing to read "Ann E. Leschen", written in a cursive style.

RECORD OF SURVEY
N SECTIONS 23 & 24, T7N, R38E, W.M.
SHEET 1 OF 2



AUDITOR'S CERTIFICATE

FILED FOR RECORD IN THE AUDITOR'S OFFICE, WALLA WALLA
CO. WASH., ON THIS 17 DAY OF June, 1984, AT 7:00 A.M.
AT THE REQUEST OF John E. Cramer
A.F. NO. 1111312
FEE \$20.00

COUNTY AUDITOR DEPUTY

W. B. Surveys 19 167

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY
ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF ROY LELAND IN 1983

John E. Cramer
JOHN E. CRAMER, P.L.S.
WASH. CERTIFICATE NO. 18898

LEGEND

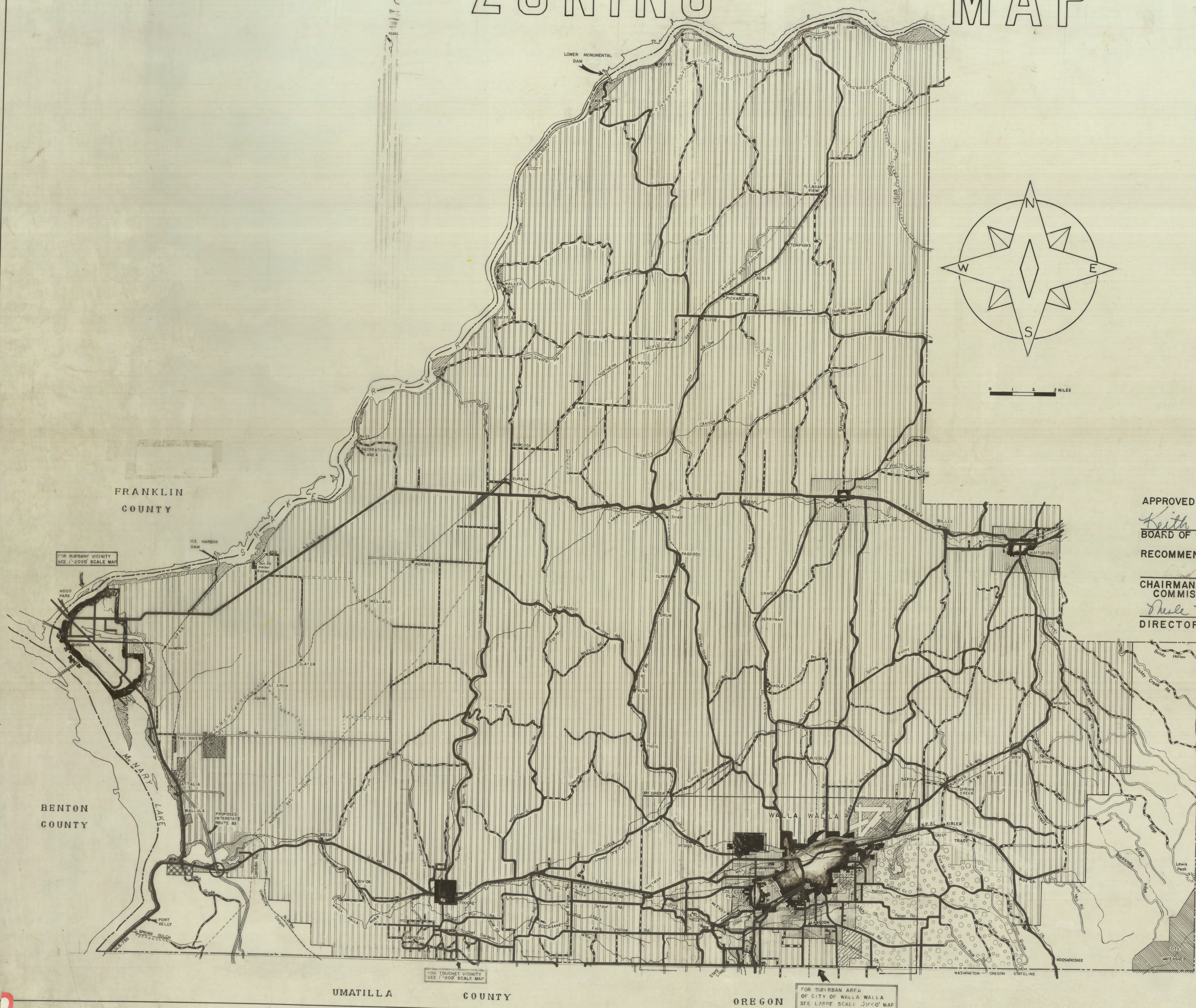
- FOUND COUNTY BRASS CAP
- FOUND 3/4" PPE
- 1/2" REBAR
- SET 5/8" REBAR WITH 2" ALUM. CAP

GOOD NEWS SURVEYING (509) 684-5730
COLVILLE WA 99114
JOHN E. CRAMER, P.L.S.
LELAND II
JOB 451 AUG, 1983

OFFICE OF COUNTY PLANNING COMMISSION

WALLA WALLA COUNTY

ZONING MAP



APPROVED AND ADOPTED BY ORDINANCE NO. _____

Keith Loper CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE *10-16-67*

RECOMMENDED BY

Paul Rader
CHAIRMAN-COUNTY PLANNING
COMMISSION

Thelma W. Loper
DIRECTOR OF PLANNING

ATTEST

Maureen K. Loper
COUNTY AUDITOR

EXHIBIT "B"

—LEGEND—

- R-96 SUBURBAN RESIDENTIAL
- R-72 SINGLE-FAMILY RESIDENTIAL
- R-60 SINGLE-FAMILY RESIDENTIAL
- RM MULTI-FAMILY RESIDENTIAL
- FR FARMING-RESIDENTIAL
- AR AGRICULTURAL RURAL
- AG AGRICULTURAL GENERAL
- AO AGRICULTURAL OPEN SPACE
- CN NEIGHBORHOOD COMMERCIAL
- CG GENERAL COMMERCIAL
- IL LIGHT INDUSTRY
- IH HEAVY INDUSTRY
- PR PUBLIC RESERVE
- LU UNCLASSIFIED
- AR-1 AGRICULTURAL RURAL ONE
- AE EXCLUSIVE AGRICULTURE

AUDITOR'S CERTIFICATE

FILED FOR RECORD IN THE AUDITOR'S OFFICE, WALLA WALLA CO., WASH., ON THIS 19 DAY OF June, 1984, AT 7:00 A.M.
AT THE REQUEST OF John E. Cramer
A.F. NO. 8414342
FEE \$20.00 C. Lynn Smith - Carol Stevens
COUNTY AUDITOR DEPUTY

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF ROY LELAND IN 1983.

John E. Cramer
JOHN E. CRAMER, P.L.S.
WASH. CERTIFICATE NO. 18898

LEGEND

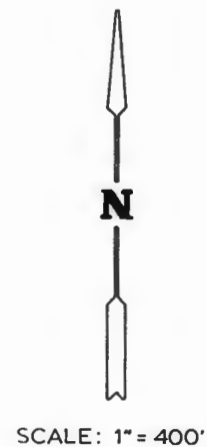
- ⊙ FOUND COUNTY BRASS CAP
- FOUND 3/4" PIPE
- 1/2" REBAR
- ◉ SET 5/8" REBAR WITH 2" ALUM. CAP

GOOD NEWS SURVEYING (509) 684-5730
COLVILLE WA. 99111

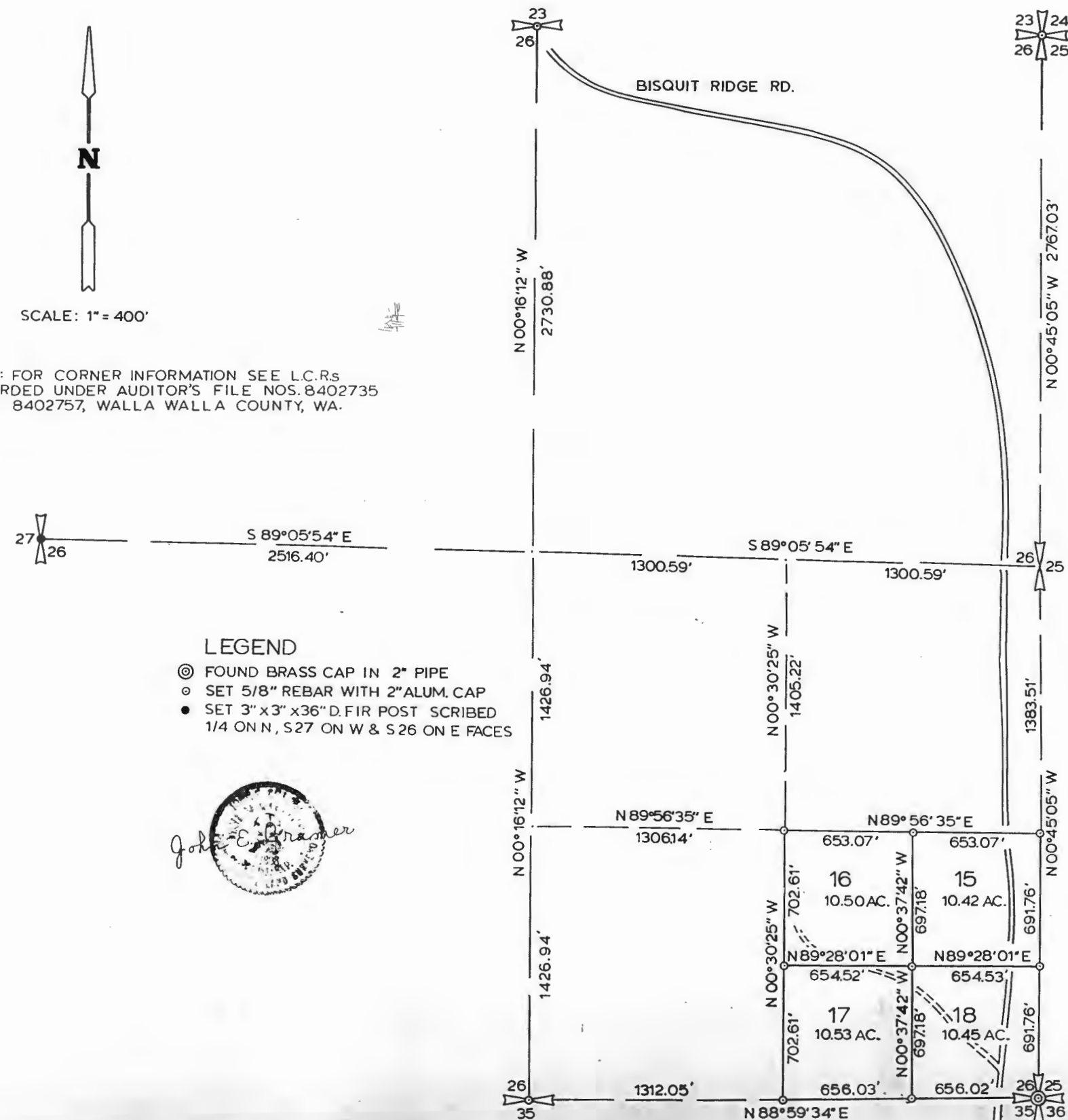
GOOD NEWS SURVEYING COLVILLE WA. 99114
JOHN E. CRAMER, P.L.S.
LELAND II
JOB # 51 AUG, 1983
1 of 2

RECORD OF SURVEY IN SECTION 26, T7N, R38E, W.M. SHEET 2 OF 2

FILED FOR
IN WALLA WA
BY John Cramer
JUN 19 1984



NOTE: FOR CORNER INFORMATION SEE L.C.R.s
RECORDED UNDER AUDITOR'S FILE NOS. 8402735
THRU 8402757, WALLA WALLA COUNTY, WA.



LEGEND

- ◎ FOUND BRASS CAP IN 2" PIPE
- SET 5/8" REBAR WITH 2" ALUM. CAP
- SET 3" x 3" x 36" D.FIR POST SCRIBED
1/4 ON N, S27 ON W & S26 ON E FACES



GOOD NEWS SURVEYING (509) 684-5730	
JOHN E. CRAMER P.L.S.	COLVILLE WA. 99114
LELAND II	
JOB #51 2 of 2	AUG, 1983

3-167

497547

WARRANTY DEED

THE GRANTOR, WALLA WALLA MILLS, INC., for and in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration in hand paid, conveys and warrants to CROWN ZELLERBACH CORPORATION the following described real estate, situated in the County of Walla Walla, State of Washington:

The Southwest Quarter of the Northwest Quarter, the Northwest Quarter of the Southwest Quarter, the Southeast Quarter of the Southwest Quarter and the East Half of the Southwest Quarter of the Southwest Quarter of Section 2; the Southeast Quarter of the Northeast Quarter, the North Half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 3; and the East Half of the Northeast Quarter of Section 10; all in Township 6 North of Range 38 East of the Willamette Meridian;

ALSO, the Northwest Quarter of the Southwest Quarter of Section 13; the Northeast Quarter of the Northeast Quarter; the West Half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 23; the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 24; the Northeast Quarter of the Northeast Quarter of Section 25; the Southeast Quarter of the Southeast Quarter of Section 26; all in Township 7 North of Range 38 East of the Willamette Meridian;

Subject to existing public roads; and

Subject to provisions contained in deed from Walla Walla County recorded in Volume 210 of Deeds at page 559; and

Subject to reservation contained in patent from the United States of America recorded in Volume 292 of Deeds at page 181 which effects the Southeast of the Northeast Quarter and the Northeast Quarter of the Southwest Quarter of said Section 3; as follows:

"Excepting and reserving, also, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

Dated this 11th day of October, 1968.

REAL ESTATE EXCISE TAX
PAID

OCT 15 1968

AMT. \$205.00 NO. 29671
WALLA WALLA COUNTY
By HARRISON F. JOHNSON, Treasurer

WALLA WALLA MILLS, INC.

By J. D. Welch Jr. President

By Robert L. Moore Secretary

Warranty Deed

-1-

BOOK 328 PAGE 644

OCT 17 1968

STATE OF WASHINGTON)
) ss
County of Walla Walla)

On this 11th day of October 1968, before me personally appeared J. D. WELCH, Jr. and ROBERT L. MOORE to me known to be the President and Secretary, respectively, of WALLA WALLA MILLS, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the date and year last above written.



Dale M. Jones
Notary Public in and for the State of Washington, residing at Walla Walla



FILED FOR RECORD Oct 15 1968 at 12:39 PM
By WALLA WALLA TITLE CO.
GLADYS GILMAN, Walla Walla County Auditor

Warranty Deed

BOOK 328 PAGE 645

8304563

REAL ESTATE EXCISE TAX

PAID

REAL ESTATE CONTRACT

JUL 1 1983

AMT. 1613.99 NO. 59205

WALLA WALLA COUNTY
BY VERA KAHEN, Treasurer

4-26/53

8304563

made and entered into this 28th day of June, 1983 between CROWN ZELLERBACH CORPORATION, a Nevada corporation, ("Seller"), and ROY LELAND AND VIRGINIA E. LELAND (Husband and Wife), as individuals doing business as Leland Properties, of Spokane, Washington ("Purchaser").

WITNESSETH:

Seller is now the owner of certain real property situated in Walla Walla and Columbia Counties, State of Washington more particularly described in Exhibit A attached hereto and by this reference incorporated herein "the real property", and

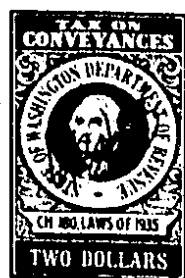
Seller has agreed to sell and Purchaser has agreed to buy said real property on the terms and conditions hereinafter set forth, and

Seller shall retain legal title as a security interest in said real property until the payment of the balance of the purchase price by Purchaser to Seller as set forth herein.

Now, therefore, the parties agree as follows:

1. SALE OF REAL PROPERTY

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, according to the terms and conditions herein expressed, the real property situated in Walla Walla and Columbia Counties, Washington and more particularly described in Exhibit A.



2. PURCHASE PRICE - PAYMENT

The purchase price is One Hundred Ninety Five Thousand Dollars (\$195,000); Forty Eight Thousand Seven Hundred Fifty Dollars (\$48,750) shall be paid by certified check at closing as and for a down payment and the balance of said purchase price of One Hundred Forty Six Thousand Two Hundred and Fifty Dollars (\$146,250), together with interest on the unpaid balance at the rate of 10 percent per annum from the date of closing until paid in full, shall be paid in five annual installments of Thirty Eight Thousand Six Hundred Fifty (\$38,650) Dollars or more by certified check with the first installment due on the 365th day after the date of closing hereof and subsequent payments due each and every year thereafter on the same date until paid in full. All payments shall be made to Crown Zellerbach Corporation, Attn: Land and Tax Department; P. O. Box 3953; Portland, Oregon 97208, or such other place as Seller may direct.

As referred to in this Real Estate Contract, the date of closing shall be June 28, 1983, or as soon thereafter as practicable.

3. INSPECTION/REPRESENTATIONS

The Purchaser agrees that full inspection of said real property has been made and that Seller has made no representations or warranties or covenants as to the condition of the real property or improvements or timber thereon. Purchaser expressly acknowledges that there are no covenants, warranties, or representations with respect to the volume,

species, quality or suitability for any purpose of the timber on the real property.

4. TAXES

(a) Seller agree to pay at closing all real estate excise taxes and documentary stamp taxes. All other taxes payable in the current year will be prorated at closing.

(b) Purchaser agrees, at closing, to execute a Notice of Continuance attached to the Real Estate Tax Affidavit provided in RCW 82.45.120 continuing the forest land classification of the entire parcel and to indemnify and hold harmless Seller from any liability in the event or for any reason the classification is not continued or is discontinued at any time and to pay the compensatory tax or other liability when due.

(c) The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may hereafter become a lien of whatever nature on said real property and the timber harvested therefrom during the term of this Real Estate Contract.

5. TITLE INSURANCE

The Seller has delivered, or agrees to deliver, within five days of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said real property as of the date of closing and containing no exceptions other than the following:

Printed general exceptions appearing in said policy form and the liens and exceptions listed on Exhibit B.

6. DAMAGE, DESTRUCTION OR TAKING

The Purchaser assumes all hazard of damage to or destruction of any timber or improvement now on said real property or hereafter growing or placed thereon, and of the taking of said real property or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real property is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses procuring the same shall be paid to the Seller and applied as payment on the purchase price herein unless the Seller elects to allow the Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same shall be paid to the Seller for application on the purchase price herein.

7. POSSESSION

The Purchaser shall be entitled to possession of said real property on the date of closing and to retain possession so long as Purchaser is not in default hereunder. The Purchaser covenants to keep the buildings and other improvements on said real property in good repair and not to permit waste and not to

use, or permit the use of, the real property for any illegal purpose.

The Purchaser may, without prior consent of Seller, conduct customary forestry and farming practices and operations on the real property subject to and under the applicable Washington Forest Practices Rules and Regulations. Purchaser shall pay Seller \$30.00 per MBM for all timber harvested from the real property within 30 days after harvest, such payment shall not be applied to reduce the principal balance. The Purchaser shall not be entitled to drill, mine, or remove oil, gas or other valuable minerals from the property during the term of this contract, unless said property has been released as provided in Paragraph #9.

8. FORM OF DEED

The Seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchaser a statutory warranty fulfillment deed or deeds to said real property based upon the nature of title acquired by Seller, excepting any part thereof hereafter taken for public use, free of encumbrances except as specified in Exhibit B and any that may attach after date of closing through any person other than the Seller. Seller will transfer its mineral rights to the extent that it owns them in Section 19, T7N, R39E, W.M.

9. PURCHASER'S RIGHT TO PARTIAL FULFILLMENT DEED

Purchaser shall be entitled, upon request and payment as herein required, to obtain a statutory partial fulfillment

deed from Seller for any portion of the real property being acquired by this Real Estate Contract upon the following conditions:

(a) The portion of real property is of sufficient size, to comply with local ordinances regarding short platting and platting.

(b) Purchaser shall pay Seller a sum equal to \$440.00 per acre (125% of per acre price) for which portion of real property a partial fulfillment deed is requested.

(c) The foregoing payment shall be exclusive of and in addition to the down payment and annual payments required and due hereunder and shall be applied to reduce the principal balance then owing hereunder.

(d) Seller may withhold a strip of land from release or otherwise retain an easement across any portion to provide access to the remaining parcel.

10. TIME OF ESSENCE/DEFAULT

(a) Time is of the essence in this contract. A default shall occur if:

(1) Purchaser fails to make any payment at the time required.

(2) Purchaser fails to comply with or perform any other obligation imposed by this Contract and does not correct or commence correction of such failure within 30 days after receipt of written notice from Seller specifying the manner in which Purchaser is in default.

(3) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within 90 days. The occurrence of any of these events shall constitute a default hereunder.

(b) In the even of a default, Seller may take any one or more of the following steps:

- (1) Declare the entire balance of the purchase price and interest immediately due and payable;
- (2) Foreclose this Contract;
- (3) Specifically enforce the terms of this Contract; or
- (4) Declare all the Purchaser's rights hereunder terminated, and upon doing so, all payments made by the Purchaser hereunder and all improvements placed upon the real property shall be forfeited to the Seller as liquidated damages, and the Seller shall have the right to re-enter and take possession of the real property.

No waiver by the Seller of any default on the part of the Purchaser shall be construed

as a waiver of any subsequent default. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law, and exercise by Seller of any remedy shall not waive any other rights or remedy.

11. ADDITIONAL REMEDY WITHOUT PREJUDICE

In case the Purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the Seller may make such payment or effect such insurance, and any amounts so paid by the Seller, together with interest at the rate of 10 percent per annum thereon from the date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

12. ATTORNEY'S FEES

Upon Seller's election to bring suit to enforce any covenant of this Contract, including suit to collect any payment required hereunder, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the Seller shall bring suit to procure an adjudication of the termination of the Purchaser's rights hereunder, and judgment is so entered, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title

at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

13. COMMISSIONS

Seller and Purchaser agree that a brokerage fee or commission of \$11,700 is due to Pacific Northwest Properties, Spokane, as a result of this transaction. Seller agrees to pay only said brokerage fee.

14. INDEMNIFICATION AND LIABILITY

Purchaser shall indemnify Seller from any claim, loss or liability arising out of or related to any activity of Purchaser on the property or any condition thereof during the term hereof. Purchaser shall maintain liability insurance with a responsible company with limits of not less than \$300,000 combined single limit for injury to persons or damage to property. Such insurance shall cover all risks arising directly or indirectly out of Purchaser's activities on or condition of the real property, irrespective of Seller's negligence, shall protect Purchaser against Seller's claims arising on account of the obligation to indemnify Seller and shall protect Seller and Purchaser against claims of third persons. Certificates evidencing such insurance shall be forwarded to Seller.

15. BINDING EFFECT

This Contract binds the parties hereto, their heirs, legatees, representatives, successors and assigns.

16. NOTICE

Service under Purchaser of any notice or demand required hereunder with respect to any default, forfeiture or

termination of Purchaser's rights may be made by United States mail, postage prepaid, return receipt requested, directed to the Purchaser as follows: Roy Leland; Leland Properties; West 1520 3rd Avenue; Spokane, Washington 99204.

17. LEGAL ACCESS

Seller cannot warrant legal access to SE 1/4 SE 1/4 Section 24 and NE 1/4 NE 1/4 Section 25, T7N, R38E or W 1/2 SW 1/4 Section 19, T7N, R39E, W.M., Walla Walla and Columbia Counties, Washington, respectively.

18. PRIOR AGREEMENT

This document is the final entire and complete agreement of the parties pertaining to the sale and purchase of the real property, and supercedes all written or oral agreements heretofore made or existing by and between the

parties or their representatives insofar as the real property is concerned.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

CROWN ZELLERBACH CORPORATION

By: [Signature]

Title: VP

W B Freese

ASST Secy.

[Signature]
Roy Leland

[Signature]
Virginia E. Leland

State of Oregon

County of Multnomah

On this 27th day of June, 1983

a Notary Public in and for the State of Oregon, duly commissioned and sworn,
personally appeared

R. L. Carlson and W. B. Freck
to me known to be the Vice President and Asst. Secretary, respectively,
of Crown Zellerbach Corporation

the corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said cor-
poration, for the uses and purposes therein mentioned, and on oath stated
that they are authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
above written.

Beverly J. Lunden
Notary Public in and for the
State of Oregon residing at
Tigard, Oregon
My Commission Expires 6-24-85

Y-26153

EXHIBIT "A"

IN WALLA WALLA COUNTY, STATE OF WASHINGTON

The Northwest Quarter of the Southwest Quarter of Section 13; the Northeast Quarter of the Northeast Quarter; the West half of the Southeast Quarter and the East Half of the Southwest Quarter of Section 23; the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 24; the Northeast Quarter of the Northeast Quarter of Section 25; the Southeast Quarter of the Southeast Quarter of Section 26; all in Township 7 North of Range 38 East of the Willamette Meridian; EXCEPT existing public roads.

IN COLUMBIA COUNTY, STATE OF WASHINGTON

Lots 2, 3, and 4 of Section 19 in Township 7 North of Range 39, East of the Willamette Meridian, being the west half of the southwest quarter and the southwest quarter of the northwest quarter, said section, township and range.

EXHIBIT B

Y-26153

Schedule B

I. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Standard Exceptions:

- (1) Encroachments or questions of location, boundary and area, which an accurate survey may disclose.
- (2) Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court of record.
- (3) Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
- (4) Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
- (5) Water rights or matters relating thereto.
- (6) Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- (7) Exceptions and reservations in United States Patents.
- (8) Right of use, control or regulation by the United States of America, in the exercise of powers over navigation.
- (9) Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.
- (10) General taxes not now payable; matters relating to special assessments and special levies, if any, preceeding the same becoming a lien.

C. Special Exceptions:

- (11) **Lien of Real Estate Excise sales tax upon any sale of said premises, if unpaid.**
- (12) **A perpetual easement of a road over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23 Tp. 7N., R. 36 E.W.M. as granted to the United States of America by instrument recorded March 24, 1971, under Auditor's file No. 513166**
- (13) **No patent appears of record for the NE $\frac{1}{4}$ of Section 25 in Township 7 north, Range 38 E.W.M.. It is assumed that patent was issued to Benjamin Geaney but the company will not insure against any rights based on a contrary state of facts.**

Continued

- (14) Said lands have been reclassified as Timber Land for tax purposes, notice of which is given by instrument dated November 25, 1980, recorded December 12, 1980, under auditors no. 8009861. They will be subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34 R.C.W. upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, the County Assessor must be consulted. It will also be necessary that said new owners sign the Notice of Continuance section in the 1% state excise tax affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted. Affects the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 26, Tp. 7N R.38 EWM
- (15) Said lands have been reclassified as Timber Land for tax purposes, notice of which is given by instrument dated November 25, 1980, recorded December 12, 1980, under auditor's file no. 8009862. They will be subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34 R.C.W. upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, the County Assessor must be consulted. It will also be necessary that said new owners sign the Notice of Continuance section in the 1% state excise tax affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted. Affects NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 13 Tp. 7 N., R 38 EWM
- (16) Said lands have been reclassified as Timber Land for tax purposes, notice of which is given by instrument dated November 25, 1980, Recorded December 12, 1980, under auditor's file no. 8009863. They will be subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34 R.C.W. upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, the County Assessor must be consulted. It will also be necessary that said new owners sign the Notice of Continuance section in the 1% state excise tax affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted. Affects NE $\frac{1}{4}$ SE $\frac{1}{4}$ & NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 13

Tp. 7N., R. 38 EMM.

- (17) Said lands have been reclassified as Timber Land for tax purposes, notice of which is given by instrument dated November 25, 1980, recorded December 12, 1980 under Auditor's file No. 8009864. They will be subject to further taxation and interest thereupon as provided by Chapters 84.33 and 83.34 R.C.W. upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, the County Assessor must be consulted. It will also be necessary that said new owners sign the Notice of Continuance section in the 1% state excise tax affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted. Affects NE $\frac{1}{4}$ NE $\frac{1}{4}$ Less RD and SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 23 and 24 Tp 7N., R. 38 EMM.
- (18) Said lands have been reclassified as Timber Land for tax purposes, notice of which is given by instrument dated November 25, 1980, recorded December 12, 1980, under Auditor's file No 8009865. They will be subject to further taxation and interest thereupon as provided by Chapters 84.33 and 84.34 R.C.W. upon withdrawal from such classification or change in use. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted. Affects the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 24 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Sec. 25, Tp. 7N. R. 38 EMM.
- (19) The policy applied for is to insure the company or association herein named. We find no corporation of that name on the list of active corporations in the office of the Secretary of State. If it is an unincorporated association, it cannot acquire title to real estate and the deed or contract should run to named individuals as trustees for said company or association named herein, and their successors in trust.
Name: Leland Properties

NOTES:

1. General taxes for 1982 are paid as follows:

\$12.89 Parcel # 38-07-13-32-0006
11.87 Parcel # 38-07-23-11-0001
25.78 Parcel # 38-07-23-31-0005
25.78 Parcel # 38-07-23-34-0007
12.81 Parcel # 38-07-24-23-0001
12.89 Parcel # 38-07-24-44-0002
11.85 Parcel # 38-07-25-11-0001
11.85 Parcel # 38-07-26-44-0004

2. General taxes for 1983, the amount of which is not available and which cannot be paid until February 15, 1983

3. Taxes for Fire Patrol for 1982 are paid as follows:

\$ 8.40 Parcel # 38-07-13-32-0006
7.85 Parcel # 38-07-23-11-0001
16.80 Parcel # 38-07-23-31-0005
16.80 Parcel # 38-07-23-34-0007
7.98 Parcel # 38-07-24-23-0001
8.40 Parcel # 38-07-24-44-0002
8.40 Parcel # 38-07-25-11-0001
8.40 Parcel # 38-07-26-44-0004

4. Taxes for Fire Patrol for 1983 the amount of which is not available and cannot be paid until February 15, 1983

5. When the amount of the policy to issue has been determined, the premium will be adjusted accordingly.

6. We have obtained from the Bureau of Land Management the patent referred to in the above and will place the same of record upon receipt of authority from the vestee to do so and receipt of \$10.00 for obtaining the patent and \$4.00 for recording the same.

FILED FOR RECORD
IN WALLA WALLA COUNTY
BY PIONEER TITLE COMPANY

JUN 30 3 34 PM '83

C. LYNN SMITH
AUDITOR



REAL ESTATE EXCISE TAX

PAID

SEP 12 1983

251.45 NO. 59637

WALLA WALLA COUNTY

By VERA KANEN, Treasurer 1983

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 23rd day of

August

by and between Roy Leland and Virginia E. Leland, husband and wife, as individuals as vendors,
doing business as Leland Properties of Spokane, Washington
and WILLIAM E. ZIEGLER, JR. and DIANE ZIEGLER, husband and wife as purchasers,
witnesseth:

That the vendors agree to sell to the purchasers and the purchasers agree to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in Spokane County, State of Washington, to-wit:
Walla Walla

The southwest quarter of the northeast quarter of the northeast quarter of
Section 23 in Township 7 north, of Range 38 east of the Willamette Meridian.

The terms and conditions of this contract are as follows:

The purchase price is TWENTY-THREE THOUSAND FIVE HUNDRED and no/100's (\$23,500.00) Dollars, of which ONE THOUSAND and no/100's (\$1,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, leaving a balance of TWENTY-TWO THOUSAND FIVE HUNDRED and no/100's (\$22,500.00) Dollars to be paid as follows:

THREE HUNDRED TEN and no/100's (\$310.00) Dollars, or more at purchaser's option, on or before the 1st day of October, 1983 and THREE HUNDRED TEN and no/100's (\$310.00) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 11% per annum from the 1st day of September, 1983, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. There is no penalty for early payoff of this contract.

Access to said real estate is by a 20 foot wide easement over existing road that runs from the County Road which is located near the center of the NE $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 23, Township 7 North, Range 38 E.W.M., thence in a southwesterly direction to said tract.

Purchaser agrees that no growing or live timber shall be removed from this property for any reason except for on-site improvements such as home, barn or fences. The purchaser shall not be entitled to drill, mine, or remove oil, gas or other valuable minerals from the property during the term of this contract, thereafter seller places no restrictions on either of the above.

Purchaser agrees, at closing, to execute a Notice of Continuance attached to the Real Estate Excise Tax Affidavit provided in RCW 82.45.120 continuing the forest land classification of the entire parcel and to indemnify and hold harmless Seller from any liability in the event or for any reason the classification is not continued or is discontinued at any time and to pay the compensatory tax or other liability when due.

It is understood seller is presently purchasing said property by a real estate contract. However, seller agrees to provide title to purchaser free of all encumbrances except easements, restrictions and reservations of record upon final payment being made by purchaser hereunder. Seller agrees to keep current all payments on said contract and has right to obtain deed release when necessary.

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

- A Purchaser acknowledges that the property is purchased in its present condition in an "as is" condition, unless otherwise noted herein.
- B There are no verbal or other agreements which modify or affect this agreement unless attached hereto.

It is understood and agreed that in the event the real estate taxes, insurance premium, or assessments, if any, if included in the monthly payments are increased on said property, then the monthly payment provided for in this agreement shall be increased by an equal amount.

The purchasers agree (1) to keep the premises in good repair, (2) to pay water, refuse and sewage charges and all taxes and assessments on said property before the same shall become delinquent, (3) to keep the buildings on said premises continuously insured for not less than the full unpaid balances, to the extent of the insurable value of said premises, of this contract and any other superior liens or contracts in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interest may appear, (4) to pay the premiums on all such insurance before delinquency; also fire insurance and title insurance policies will be placed in escrow with this contract.

The purchaser shall have possession of said property September 1, 1983 and shall continue in such possession so long as he shall comply fully with the terms of this agreement.

Time is of the essence hereof, and should the purchasers fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at their option, may declare such forfeiture by written notice to the purchasers, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchasers shall forfeit to the vendors as liquidated damages all payments made hereunder and all improvements placed upon the premises, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the vendors at that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein.

Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by registered or certified mail addressed to said party at their address shown below providing that either party may change his place of address by notice to the other party given as herein provided. The mailing and registering or certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof; and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is served.

In the event such notice is sent by the vendors, after payment is 15 days late, the escrow holder is hereby authorized and instructed to require the immediate payment by purchasers of the sum of Seventy-five Dollars (\$75.00), in addition to all other demands in said notice, before said forfeiture is released, or, at the option of the vendors, expressed in writing to add the amount of Seventy-five Dollars (\$75.00) to the unpaid balance of this contract; such amount being for reasonable attorney's fees and costs of said notice. Such action shall be taken at such time as the escrow agent shall have received a copy of the notice and evidence that said notice has been properly mailed.

Any payments coming due during the time that a notice of forfeiture is in effect shall be automatically included in said notice of forfeiture and the purchasers must pay said payment or payments in addition to the amounts called for in the notice.

All payments hereunder not made within 15 days after the due date thereof shall be late payments; at the option of the sellers, as a condition precedent to the acceptance of such payment, the purchasers shall pay a late payment penalty of 5% computed upon the amount of such late payments.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payment herein provided, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payment, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 12 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

In the event of any litigation arising out of any disagreement over performance of this contract, the party ultimately found to be at fault herein agrees to pay to the prevailing party a reasonable attorney's fee, and cost of searching the title for purpose of such action in addition to any other award of the court.

The purchaser hereunder assumes all risk of loss or damage from any and all causes to the whole or any part of the property covered hereby, and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish Title insurance policy certified to date, showing title free from incumbrance, except:

it being understood, however, that for the purpose of this instrument, the following shall not be considered as incumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America, the State in which the property is located, the Northern Pacific Railroad Company or the Northern Pacific Railway Company; building restrictions common to the platted tract in which the property is situated; easements for private driveways in city limits or public roads actually in use as such; easements for telephone, sewer, gas, water or electric service, contracts common to the tract in which the property is situated with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except those incumbrances set forth in the preceding paragraph. It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with

First National Bank, 502 Riverside, Spokane, Washington 99201, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendors' receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. In the event the vendor gives notice of forfeiture as in this agreement provided, and upon non-compliance with said notice by the purchaser within the time therein required, all of the documents mentioned in this agreement and placed in this escrow shall be delivered to the vendor, or its order, forthwith, and the escrow closed. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Roy Leland

Virginia E. Leland

1520 W. 3rd, Spokane, WA 99204

Vendors' Address

William E. Ziegler, Jr.

Diane Ziegler

5403 W. Arrowhead, Apt. B, Kennewick, Wa 99336

Purchasers' Address

STATE OF WASHINGTON
County of Spokane

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this day of Sept 7, 1983, personally appeared before me Roy Leland and Virginia E. Leland

to me known to be the individual described in and who executed the within instrument, and acknowledged that signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

FILED FOR RECORD
IN WALLA WALLA CO. WASH.
BY PIONEER TITLE COMPANY

SEP 13 3 27 PM '83

C. LYNN SMITH
AUDITOR

Return to:
PREPARED IN THE OFFICE OF
MICHAEL D. TRACY
Attorney at Law
900 Northtown Office Building
Spokane, Washington 99207
Phone 484-5611

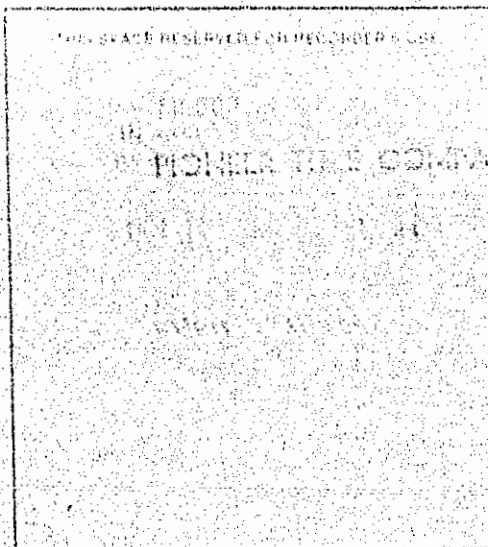
Linda S. Paul
Notary Public for the State of Washington, residing at
Spokane



REVENUE STAMPS

Filed for Record at Request of

AFTER RECORDING MAIL TO:

 PIONEER TITLE CO.
 17 WEST MAIN
 WALLA WALLA, WA. 99362


FORM 162 (1-84)

Deed and Purchaser's Assignment of Real Estate Contract

THE GRANTOR WILLIAM E. ZIEGLER, JR. and DIANE ZIEGLER, husband and wife

for value received do hereby convey and quit claim to

GARY B. HULTMAN and NICKOLETTE HULTMAN, husband and wife

the following described real estate, situated in the County of WALLA WALLA

State of Washington including any interest therein which grantor(s) may hereafter acquire:

 The southwest quarter of the northeast quarter of the northeast quarter of
 Section 23 in Township 7 north, of Range 38 east of the Willamette Meridian.
REAL ESTATE EXCISE TAX
PAID

OCT 19 1987

 AMT 253.24 NO 67501
 WALLA WALLA COUNTY
 VERA KAHN, TREASURER

 and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 1st
 day of September, 1983 between ROY LELAND and VIRGINIA E. LELAND,
 husband and wife, as individuals doing business as Leland Properties of Spokane, Washington
 as seller and William E. Ziegler, Jr. and Diane Ziegler, husband and wife

 as purchaser for the sale and purchase of the above described real estate. The grantee hereby assume and
 agree to fulfill the conditions of said real estate contract.

Dated this 15th day of OCTOBER, 1987

 By William E. Ziegler, Jr. By Diane Ziegler
 WILLIAM E. ZIEGLER, JR. DIANE ZIEGLER

By _____ By _____

 STATE OF WASHINGTON
 COUNTY OF _____

On this day personally appeared before me

 to me known to be the individual described in and who
 executed the within and foregoing instrument, and
 acknowledged that _____ signed the same as
 _____ free and voluntary act and deed, for the
 uses and purposes therein mentioned

 GIVEN under my hand and official seal this
 17th day of _____ 1987

 Notary Public in and for the State of Washington,
 residing at _____

My appointment expires on 11-17-1990

LFB 14

STATE OF WASHINGTON

COUNTY OF _____

 On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly
 commissioned and sworn, personally appeared _____

and _____

to me known to be the _____ President and _____ Secretary,

_____ of _____

 the corporation that executed the foregoing instrument, and acknowledged the said in-
 strument to be the free and voluntary act and deed of said corporation, for the uses
 and purposes therein mentioned, and on oath stated that _____
 authorized to execute the said instrument and that the seal attached is the corporate
 seal of said corporation

 Witness my hand and official seal hereto attested the day and year first above
 written

Notary Public in and for the State of Washington, residing at _____

My appointment expires _____

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WALLA WALLA CO. TREASURER
REAL ESTATE EXCISE TAX
PAID

When recorded return to:

Walla Walla Title Company
102 West Main, Suite 100
Walla Walla, WA., 99362

MAY 9 - 2007

NO. 113,777
AMT. 2070.50

54707E

Statutory Warranty Deed

THE GRANTOR **GARY B. HULTMAN and NICKOLETTE HULTMAN, husband and wife**

for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**

in hand paid, conveys and warrants to **ANN E. LESCHEN, a single person**

the following described real estate, situated in the County of **WALLA WALLA**, State of Washington:

The southwest quarter of the northeast quarter of the northeast quarter of Section 23 in Township 7 north, of Range 38 east of the Willamette Meridian. Records of Walla Walla County, State of Washington.

Tax Parcel Number(s): **38-07-23-11-0002**

Dated this 8th day of May, 2007.

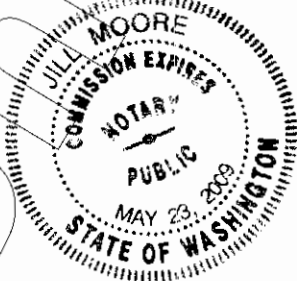
Gary B. Hultman
GARY B. HULTMAN
Nickolette Hultman
NICKOLETTE HULTMAN

STATE OF WASHINGTON }
COUNTY OF Walla Walla ss

I certify that I know or have satisfactory evidence that **GARY B. HULTMAN and NICKOLETTE HULTMAN** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 8, 2007

Jill M. Moore
Jill M. Moore
Notary Public in and for the State of Washington
Residing at Walla Walla
My appointment expires: May 23, 2009



Jennifer Ballard

From: Jennifer Ballard
Sent: Wednesday, July 7, 2021 2:32 PM
To: benedicte@wallawallacb.com
Subject: 380723110002 Lewis Peak Rd
Attachments: 1987_07845 Deed.pdf; 1983_04563 Deed.pdf; 1983_06657 Deed.pdf; Ordinance 082 08-24-1970.pdf; Ordinance 082 amendment no. 1 10-2-73.pdf

Hello Benedicte,

Below and attached is information that we discussed on the phone earlier today re: development potential of APN 380723110002 on Lewis Peak Rd. The property is currently zoned RR 40 (minimum 40 acre lot size for newly created lots).

In 1983 the Leland's bought the NE ¼ of the NE ¼ of S23 T 7 R 38. Later that year they sold the SW ¼ of the NE ¼ of the NE ¼ of S23 T 7 R 38 to the Zieglers. This was a subdivision by deed. In 1973 the Walla Walla County Subdivision Ordinance (Ord 82) was amended increasing the size of lots exempted from the subdivision ordinance and allowed to subdivide by deed to lots that exceeded 20 acres in size.

This means that the subject property (SW ¼ of the NE ¼ of the NE ¼ of S23 T7 R38) is not considered a legal lot of record and therefore does not have a development right. The Walla Walla County zoning code has two provisions for the development of illegally divided land: [Public Interest Determination](#) and [Innocent Purchaser for Value](#). You will have to read the associated code links to see which best fits the current property owner's situation. These applications get decided (approved/denied) by the Board of County Commissioners.

Public Interest Application: [Development of Illegally Divided Land - Public Interest 7-19 LW.pdf \(walla-walla.wa.us\)](#)

Innocent Purchaser Application: [Development of Illegally Divided Land - Innocent Purchaser 7-19 LW.pdf \(walla-walla.wa.us\)](#)

Let me know if you need any additional information,
Jennifer B. Ballard, CFM, CNU-A, AICP
Senior Planner
Walla Walla County Community Development
509.524.2626



SELLER'S PROPERTY CONDITION REPORT VACANT LAND

I. INSTRUCTIONS TO SELLER

Please complete the following form. Do not leave any questions unanswered. You should check the "Yes", "No", or "Don't Know" box. If you need more room to explain, please do so in the "Seller's Comments" section at the end of the form.

II. PROPERTY

A. Seller's Name: Gary B Hultman, Nickolette Hultman

B. Property Address and/or Tax Parcel Number: Lewis Peak Road

380723110002

C. How long have you owned this property?

20 Years

A. TITLE

1. Is title to the property subject to a first right of refusal, option, lease, rental agreement, other listing agreements, or life estate?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

2. Are there any rights-of-way, easements, or licenses that affect the property?

YES ☒ NO ☐ DON'T KNOW ☐

If yes, explain: access easement over neighbors' property

3. Are there any encroachments, boundary or maintenance agreements, or boundary disputes affecting the property?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

4. Has a survey of the property been recorded? If yes, please attach a copy or indicate where it can be obtained: W.W. Title

YES ☒ NO ☐ DON'T KNOW ☐

B. ACCESS

1. Is the property on a public street?

YES ☐ NO ☒ DON'T KNOW ☐

2. Is there a private road or easement agreement for access to the property?

YES ☒ NO ☐ DON'T KNOW ☐

a. If yes, is it recorded?

YES ☒ NO ☐ DON'T KNOW ☐

3. Is the access shared with any other property?

YES ☒ NO ☐ DON'T KNOW ☐

a. If yes, does it include a written agreement for sharing the maintenance and repair costs?

YES ☐ NO ☐ DON'T KNOW ☒

4. Have there been any problems with your access during your ownership?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

C. ZONING RESTRICTIONS

1. Are there any improvements that do not meet zoning setback requirements and height limits?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

2. Are there any unusual restrictions on the use of the property that would affect future development?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

3. Do you believe that the property or any part of it, is in a government designated Shoreline Master Plan, wetland, flood zone/plain, or other environmentally sensitive area?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

4. Are there any changes in zoning or land use regulations planned or being considered by the city or county that will affect the property?

YES ☐ NO ☒ DON'T KNOW ☐

If yes, explain:

175 your municipality contemplating or has it approved any special district improvements for
176 which you may be assessed? ☐ ☒ ☐

177 If yes, explain: _____

178 Are there any additional assessments/special charges assessed against the property, that will be
179 assessed on the transfer of the property? ☐ ☒ ☐

180 If yes, explain: _____

- 181 8. Are there any recorded or unrecorded agreements requiring future owners of the property to
182 pay for (and/or waiving the right to protest) future public improvements including, but not limited
183 to; roads or streets; flood and/or storm water control, street lighting; sewer, water, telephone,
184 electrical, gas and/or other utilities? ☐ ☒ ☐

185 **M. OTHER FACTS**

- 186 1. Are there any disagreements, disputes, or legal actions concerning the property? ☐ ☒ ☐

187 If yes, explain: _____

- 188 2. Are there any government protected or declared endangered plant or wildlife on or in the vicinity
189 of the property? ☐ ☒ ☐

- 190 3. Is the property classified or designated as forest land or open space? If so, specify: _____

- 191 4. Do you have a Forest Management plan? If yes, attach. ☐ ☒ ☐

192 **SELLER'S COMMENTS:**

193 easement access cross two
194 neighbor properties from Lewis Peak Road
195 power 200 feet from property line.
196 at least two level building sites
197 winter run off for stock pond
198 holds water year round
199 small spring ~~adds~~ adds to pond.
200 lots of birds, mammals-like
201 elk, deer, bear etc.

202 lots of evergreen trees

203 Private - off main road. Plenty of
204 hiking or just relaxing.

General Commercial CG	Primarily a general commercial district for the use of enterprises which are located on proximity to major roads or arterials for transportation.
Light Industry IL	Exclusively for light assembly, fabrication, and service facilities involving small or portable machinery and regulated with regards to dissemination of atmosphere, pollutants, noise, vibration, odors and the creation of physical hazards to adjacent uses.
Heavy Industry IH	Primarily for manufacturing, processing, fabrication and assembling of products or materials, warehousing and storage, and transportation facilities and rolling stock marshalling and storage.
Public Reserve PR	Exclusively a district reserved for public and semi-public uses in order to preserve and provide lands for those community facilities which serve the public health, safety and general welfare of the County.
Unclassified LU	Primarily land which has not been classified or designated in any other use districts. It may generally include mountainous, or steep hillside land, or awkwardly shaped lands.

Section 5.02 Tabulation of permitted uses.

Within the various use districts as indicated on the Official Zoning Map of Walla Walla County, Washington and subject to the requirements of Section 5.03, 5.04, 5.05, no land, building or structure shall be used which is intended or designed to be used, in whole or in part, for any of the uses permitted herein. Permitted uses in the various districts are indicated by an "X" in the appropriate column of the following Table.

Minimum Lot Area Requirements			Minimum Yard Requirements			Maximum Lot Coverage	Maximum Height	Fence Limits	General Provisions
Zone	Sq.Ft.	Width	Front	Side	Rear				
R-96	9,600	75	20	10 ea.	25	30%	35 No limit for barns & other agricultural structure	Front: 3-1/2	Off-street parking required in accordance with Chapter 6.
R-72	7,200	60	20	5 ea.	20	35%	35	Front: 3-1/2	Off-street parking required in accordance with Chapter 6.
R-60	6,000	60	15	5 ea.	20	35%	35	Front: 3-1/2 Side 6 Rear 6	Off-street parking required in accordance with Chapter 6.
RM	6,000	50	15	5 ea.	20	35%	50	Front: 3-1/2 Side 6 Rear 6	Off-street parking required in accordance with Chapter 6.
FR	1 acre	100	30	10		20%	35 No limit for barns & other agricultural structure	Front: 3-1/2	Buildings housing fowl, rabbits, horses, or other domestic animals or other agricultural buildings shall be set back a minimum of 75 feet. No required side or rear yard setback is required provided no adjoining residential building is located closer than 50 feet from side or rear yard.

Minimum Lot Area Requirements		Minimum Yard Requirements In Feet			Maximum Lot Coverage	Maximum Height	Fence Limits	General Provisions
Zone	Sq.ft. Width	Front	Side	Rear				
CO	No Restrictions	No Restrictions except where abutting an R-District, then: None 10 15			1 sq.ft. of gross floor area per 1 sq. ft. of lot	50	Minimum Side 6 Rear 6	Off-street parking and loading areas required in accordance with Section 5.04 and Chapter 6.
IL	No Restrictions	No Restrictions except where abutting an R-District, then: None 10 15			1 sq.ft. of gross floor area per 1 sq.ft. of lot	No Restrictions	Minimum Side 8 Rear 8	Off-street parking and loading areas required in accordance with Section 5.04 and Chapter 6.
IH	No Restrictions	No Restrictions except where abutting an R-District, -See Section 5.04.			75%	80	Minimum Side 8 Rear 8	Off-street parking and loading areas required in accordance with Section 5.04 and Chapter 6.
PR	No Restrictions	15	5 ea.	15	45%	80	Minimum Side 8 Rear 8	Off-street parking and loading area required in accordance with Section 5.04 and Chapter 6.
LU	See notes for area requirements	30	10		--	--	--	Residential uses to comply with "RH" Classification requirements. Farming-Agricultural uses to comply with "AO" Classification requirements. Industrial uses, rubbish dumps, auto wrecking and junk yards or other similar use to be issued by the Planning Commission.

Estate Excise Tax
PAID

FEB 25 86

L.S. 26215 NO 64191

WALLA WALLA COUNTY

by VERA KANEN, Treasurer

19 86, by and between ROY

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 7th day of March
M. LELAND and VIRGINIA E. LELAND, husband and wife, d/b/a LELAND TREE FARMS, hereinafter called the "seller," and
Randall Evan Speer, hereinafter called the "purchaser," WITNESSETH:

That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller upon the terms and conditions hereinafter set forth, the following described real estate situated in Walla Walla County, Washington, to wit:

The Northwest quarter of the Northeast quarter of the Northeast quarter of Section 23 in Township 7 North, of Range 38 East of the Willamette Meridian in Walla Walla County, Washington.

Subject to the existing secondary road through the above described land is access to the adjoining 10 acre tract to the South. This road right of way is 20 feet in width and runs from the County Road which is located near the center of the Northeast quarter of the Northeast quarter of Section 23, Township 7 North, Range 38 East of the Willamette Meridian, thence in a Southwesterly direction to the adjoining property which is described as the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 23, Township 7 North, Range 38 East of the Willamette Meridian, Walla Walla County, Washington.

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS:

The purchase price is TWENTY FOUR THOUSAND FIVE HUNDRED & NO/100-----
(\$ 24,500.00) Dollars, of which TWO THOUSAND FOUR HUNDRED FIFTY & NO/100-----
(\$ 2,450.00) Dollars

have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

THREE HUNDRED FOUR AND NO/100----- (\$ 304.00)

Dollars, or more at purchaser's option, on or before the 7th day of April, 19 86, and

THREE HUNDRED FOUR & NO/100----- (\$ 304.00) Dollars, or more at purchaser's option, on or

before the 7 day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 11 percent per annum from the 7th day of March, 19 86, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

The purchaser shall have the option to accelerate his payments hereunder in any amount and at any time without penalty.

It is understood and agreed between the parties hereto that this property is being purchased subject to an underlying real estate contract, which contract covers more property than that being purchased herein. The seller herein agrees to make all payments coming due under said contract before delinquency, and upon final payment being made by the purchaser hereunder, seller herein further agrees to provide title to the purchaser free of all encumbrances except as hereinafter provided. In connection therewith, seller hereby warrants that there are sufficient deed release provisions contained in the above real estate contract to enable him (upon final payment being made by the purchaser hereunder) to provide title to the purchaser free of all encumbrances except as hereinafter provided.

Restrictions, easements and covenants of record. Common road usage agreement and underlying contract.



The purchaser agrees to keep the premises in good repair, to commit no waste and to pay all taxes and assessments on said property before the same shall become delinquent; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

The purchaser agrees, until the purchase price is fully paid, to keep any buildings now or hereafter placed on said premises insured for not less than their fair market value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premiums on all such insurance before delinquency and to deliver copies of all policies and renewals thereof to the seller. In the event that the purchaser does not comply with this provision, the seller may, at his option, provide such insurance and pay for the same and upon presentation of a receipt showing payment therefor, the escrow holder hereinafter named shall add the said amount to the contract balance herein without prejudice to any other rights or remedies that the seller may have by reason of such default.

The purchaser agrees not to use, or permit the use of, the real estate for any illegal purpose. The purchaser further agrees to pay all service, installation, or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the date the purchaser is entitled to possession.

Taxes for the year 19 86 shall be prorated from March 7, 1986

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller (grantor) reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser shall have possession of said property this date, and shall continue in such possession so long as the terms of this agreement are fully complied with.

The purchaser has inspected the real estate, and neither the seller nor his assigns shall be held to any covenant respecting the condition thereof, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. All permanent improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed during the term of this contract.

The purchaser shall not cut or remove any live timber from the above-described property without the written consent of the seller, except in limited amounts for on-site improvements such as cabins, barns, fences, etc., until such time as the contract price is fully paid.

The purchaser shall not mine or drill for minerals, oil, gas or coal until such time as the contract price is fully paid.

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The purchaser assumes all hazards and risk of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof, for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

In the event the property which is the subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 87, Laws of Washington, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the seller. If said additional or deferred taxes become due and payable because of activities of the purchaser with the property subsequent to the date of closing, or because the purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the purchaser.

Time is of the essence of this agreement, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the same shall constitute a forfeiture of this agreement and thereupon the seller, at his option, may declare such forfeiture by written notice to the purchaser. In case the purchaser shall be delinquent in his payments more than 10 days and a notice of forfeiture is sent as herein provided, the purchaser agrees to pay the escrow holder for the seller's cost in preparation of said notice the sum of \$100.00 as a condition precedent to the reinstatement of this contract. At the expiration of 30 days, the terms of this agreement meanwhile not having been complied with, the seller may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchaser shall forfeit to the seller as liquidated damages all payments made hereunder, and immediately surrender possession of said premises, but the failure of the seller to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller of that particular time and shall not be construed to be a waiver of any rights of the seller specified herein.

Any payments coming due during the time that a notice of forfeiture is in effect shall be automatically included in said notice of forfeiture and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by certified mail addressed to the seller at P.O. Box 8065, Spokane, Washington 99203, and the purchaser at 3623 E. 10th, Kennewick, WA 99336, provided that either party may change his address by notice to the other party given as herein provided.

The mailing and certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof; and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is served.

After a declaration of forfeiture has been given in the manner above provided, and after the 30-day period has expired, in the event the purchaser shall not have vacated the premises, he shall be deemed a tenant at sufferance, and shall be subject to all of the provisions of the unlawful detainer statute and laws of the State of Washington, and may be dispossessed in the manner provided under said law. This right shall be cumulative and shall not bar any other remedy which the seller shall have.

In the event of a default hereunder, the seller shall have all remedies provided by law, including, without limitation, the right to seek specific performance, liquidated damages (forfeiture), or actual damages.

The seller agrees to deliver within a reasonable time after the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- (a) Printed general exceptions appearing in said policy form;
- (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject;
- (c) Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title; and
- (d) Easements, covenants, conditions, reservations, restrictions, and provisions apparent or of record.

The purchaser acknowledges that he has examined and approved a preliminary report of title insurance pertaining to this real property.

The seller has made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except as specified above.

It is agreed that said deed, together with this agreement and the policy of title insurance, shall be placed in escrow with Spokane's 1st Nat'l Bank, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the seller receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. All escrow fees are to be paid one-half by each of the parties.

In the event of any litigation arising out of any disagreement or performance of this contract, the party ultimately found to be at fault herein agrees to pay the prevailing party a reasonable attorney's fee, and cost of searching the title for the purpose of such action in addition to any court costs and other award of the court.

There are no verbal or other agreements which modify or affect this agreement unless attached hereto. All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchaser and the seller have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in this contract. All parties specifically state that they have read and understand this agreement.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives, and assigns.

SELLERS:

Roy M. Leland

Virginia E. Leland, by Roy M. Leland, her attorney in fact.

PURCHASERS

Randall Evan Speer

STATE OF WASHINGTON

County of Spokane

On this

day of

February

A.D. 19

86

before me, the

undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy M. Leland to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Virginia E. Leland also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Virginia E. Leland for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Virginia is now living.

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

FILED
IN WALLA

BY WALLA WALLA WALLA

FEB 25 1986

G. LYNN SMITH
AUDITOR

Notary Public in and for the State of Washington, residing at

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8'

5129426

9266219

JUL 16 1992

NO. 77224 AMT. 249.60
WALLA WALLA COUNTY
VERA KAHEN, TREASURER

The purchase price is Nineteen thousand five hundred and no/100
 (\$ 19,500.00) Dollars, of which One thousand nine hundred fifty and no/100
 (\$ 1,950.00) Dollars

The purchaser shall have the option to accelerate his payments hereunder in any amount and at any time without ponalty.

[illegible]

No live timber may be cut or sold from this property unless it is used for on site improvements such as cabin, barn or fence, and no mining or oil and gas drilling may be conducted on the above property during the term of this contract, thereafter, no restrictions on the above. Restrictions, easements and covenants of record, common road usage agreement. Seller reserves 49% of all mineral, coal, oil and gas rights.

The purchaser agrees to keep the premises in good repair, to commit no waste and to pay all taxes and assessments on said property before the same shall become delinquent; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

The purchaser agrees, until the purchase price is fully paid, to keep any buildings now or hereafter placed on said premises insured for not less than their fair market value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premiums on all such insurance before delinquency and to deliver copies of all policies and renewals thereof to the seller. In the event that the purchaser does not comply with this provision, the seller may, at his option, provide such insurance and pay for the same and upon presentation of a receipt showing payment therefor, the escrow holder hereinafter named shall add the said amount to the contract balance herein without prejudice to any other rights or remedies that the seller may have by reason of such default.

The purchaser agrees not to use, or permit the use of, the real estate for any illegal purpose. The purchaser further agrees to pay all service, installation, or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the date the purchaser is entitled to possession.

Taxes for the year 19 92 shall be prorated from July 14, 1992

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller grants and reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress and utilities to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser shall have possession of said property this date, and shall continue in such possession so long as the terms of this agreement are fully complied with.

The purchaser has inspected the real estate, and neither the seller nor his assigns shall be held to any covenant respecting the condition thereof, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. All permanent improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed during the term of this contract.

The purchaser shall not cut or remove any live timber from the above-described property without the written consent of the seller, except in limited amounts for on-site improvements such as cabins, barns, fences, etc., until such time as the contract price is fully paid.

The purchaser shall not mine or drill for minerals, oil, gas or coal until such time as the contract price is fully paid.

The purchaser assumes all hazards and risk of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof, for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

VOL 155-1583

In the event the property which is the subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 87, Laws of Washington, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the seller. If said additional or deferred taxes become due and payable because of activities of the purchaser with the property subsequent to the date of closing, or because the purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the purchaser.

Time is of the essence of this agreement, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the same shall constitute a forfeiture of this agreement and thereupon the seller, at his option, may cancel and render void all rights, titles and interests of the purchaser and his successors in this contract and in the property (including all of the purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the seller may retain all payments made hereunder by the purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchaser and any person or persons having possession of the said property by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and a Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchaser, or such person or persons, shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property, and may recover from the purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the seller's reasonable attorney's fees. The failure of the seller to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller of that particular time and shall not be construed to be a waiver of any of the rights of the seller specified herein.

Any payments coming due during the time that a Notice of Intent to Forfeit is in effect shall be automatically included in said Notice of Intent to Forfeit and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

In the event that a Notice of Intent to Forfeit is sent as herein provided, the purchaser agrees to pay all costs and expenses incurred by the seller, including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), as a condition precedent to the reinstatement of this contract.

Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first-class certified or registered mail, return receipt requested, with postage pre-paid, to the seller at P.O. Box 8065, Spokane, WA 99203, and the purchaser at 167 Tausick Way Walla Walla, WA. 99362, provided that either party may change his address by notice to the other party given as herein provided. All notices which are so addressed and paid for shall be deemed effective when mailed, irrespective of actual receipt of such notice by the addressee.

In the event of a default hereunder, the seller shall have all remedies provided by law, including, without limitation, the right to seek specific performance, liquidated damages (forfeiture), or actual damages.

The seller agrees to deliver within a reasonable time after the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- (a) Printed general exceptions appearing in said policy form;
- (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject;
- (c) Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title; and
- (d) Easements, covenants, conditions, reservations, restrictions, and provisions apparent or of record.

The purchaser acknowledges that he has examined and approved a preliminary report of title insurance pertaining to this real property.

The seller has made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except as specified above.

It is agreed that said deed, together with this agreement and the policy of title insurance, shall be placed in escrow with Washington Trust Bank, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the seller receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. All escrow fees are to be paid one-half by each of the parties.

In the event of any litigation arising out of any disagreement or performance of this contract, the party ultimately found to be at fault herein agrees to pay the prevailing party a reasonable attorney's fee, and cost of searching the title for the purpose of such action in addition to any court costs and other award of the court.

There are no verbal or other agreements which modify or affect this agreement unless attached hereto. All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchaser and the seller have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in this contract. All parties specifically state that they have read and understand this agreement.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives, and assigns.

SELLERS:

Roy M. Leland
Roy M. Leland
Virginia E. Leland
Virginia E. Leland, by Roy M. Leland, her attorney in fact.

PURCHASERS:

Julie Sumerlin Joyce D. Bohlman
Julie Sumerlin Joyce D. Bohlman
Shaun Edwards Shane E. Edwards
Shaun Edwards Shane E. Edwards

STATE OF WASHINGTON

County of Spokane

On this 13 day of July, A.D. 1992, before me, the

undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy M. Leland to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Virginia E. Leland also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Virginia E. Leland for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Virginia is now living.

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

Carin M. Waller
Notary Public in and for the State of Washington, residing at Spokane

FILED FOR RECORD
IN WALLA WALLA CO. WASH. COMPANY
My appointment expires 2/27/95

JUL 15 3 38 PM '92

JAMES L. BATES
COUNTY AUDITOR

JUL 15 3 38 PM '92

JAMES L. BATES
COUNTY AUDITOR

WOL-198 page 1086

FILED FOR RECORD
IN WALLA WALLA CO WASH
BY

WALLA WALLA TITLE COMPANY
Nov 22 3 23 PM '99

WALLA WALLA CO. TREASURE
REAL ESTATE EXCISE TAX
PAID

AFTER RECORDING MAIL TO:

KAREN MARTIN
COUNTY AUDITOR

WALLA WALLA TITLE COMPANY
PO BOX 1058
WALLA WALLA, WA 99362

NOV 23 1999

NO. 94065

AMT. 208.00

Escrow No.: 41863E

Statutory Warranty Deed

THE GRANTOR LELAND LAND & LIVESTOCK LLC, a Washington Limited Liability Company

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CHARLES HARRISON and JULIE HARRISON, husband and wife

the following described real estate, situated in the County of Walla Walla, State of Washington:

The North half of the North half of the Southwest Quarter of the Northwest Quarter of Section 24 in Township 7 North of Range 38 East of the Willamette Meridian. Excepting County Road. Situated in the County of Walla Walla, State of Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Assessor's Property Tax Parcel Account Number(s): 38-07-24-23-0003

Dated this 11-17-99 day of November, 1999.

LELAND LAND & LIVESTOCK LLC



Roy M. Leland



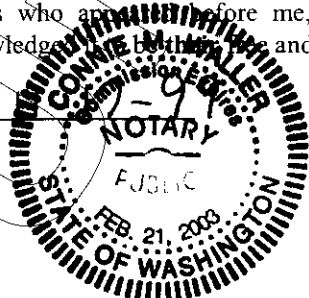
Ward W. Leland

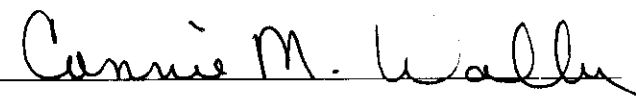
STATE OF WASHINGTON
COUNTY OF Spokane

} ss

I certify that I know or have satisfactory evidence that Roy M. Leland and Ward W. Leland are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:





Connie M. Waller

Notary Public in and for the State of Washington
Residing at Spokane
My appointment expires: 2/21/2003

Return Address
Walla Walla, Wa.

Document Titles(s) (or transactions contained therein):
1. WARRANTY DEED
2.
3.
4.

Reference Numbers(s) of Documents assigned or release:
(on page ____ of document(s))

Grantor(s) (Last name first, then first name and initials)
1. LELAND, Roy et al
2. Leland Properties
3.
4.
5. Additional names on page ____ of document.

Grantee(s) (Last name first, then first name and initials)
1. Sargent, Gail et al
2.
3.
4.
5. Additional names on page ____ of document.

Legal description (i.e. lot, block, plat or section, township, range)
Handwritten: 24 77 R38
Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number
Additional legal is on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Please print or type information.



PAID

SAFECO TITLE INSURANCE COMPANY

FILED FOR RECORD

THIS SPACE RESERVED FOR RECORDER'S USE

WALLA WALLA TITLE COMPANY
SEP 4 3 59 PM '98

Filed for Record at Request of

FEB 13 86

228.65 NO 64133
WALLA WALLA COUNTY
VERA KANEN, Treasurer

NAME _____

ADDRESS _____

CITY AND STATE _____

2891-23960

STATUTORY
WARRANTY DEED

THE GRANTOR ROY LELAND AND VIRGINIA E. LELAND, husband and wife, as individuals doing business as LELAND PROPERTIES OF SPOKANE, WASHINGTON for and in consideration of Ten dollars and other valuable consideration

in hand paid, conveys and warrants to COLLEN SARGENT, a single person and GARY BENSON AND LYNDY BENSON, husband and wife the following described real estate, situated in the County of Walla Walla, State of Washington:

The South half of the North half of the Southwest quarter of the Northwest quarter of Section 24 in Township 7 North, Range 38 East of the Willamette Meridian.

Restrictions, easements and covenants of record. Common road usage agreement and underlying contract. Seller reserves 49% of all mineral, coal, oil and gas rights.

Dated FEBRUARY 13, 1986

Roy Leland (Individual)
Virginia E. Leland (Individual)

By _____ (President)
By _____ (Secretary)

STATE OF WASHINGTON
COUNTY OF Walla Walla } ss.

On this day personally appeared before me Roy & Virginia E. Leland to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington, residing at Walla Walla

STATE OF WASHINGTON
COUNTY OF } ss.

On this day of 19, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared and to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at

COOLING

1-800-368-6868

**REAL ESTATE EXCISE TAX
PAID**

NO. 75353 AMT. 185.60
WALLA WALLA COUNTY
VERA KAHN, TREASURER

have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The purchaser shall have the option to accelerate his payments hereunder in any amount and at any time without penalty.

No live timber may be cut or sold from this property unless it is used for on site improvements such as home, barn or fence and no mining or oil and gas drilling may be conducted on the above property during the term of this contract, thereafter, no restrictions on the above. Restrictions, easements and covenants of record, common road usage agreement. Seller reserves easements over all existing roads through the above-described real estate for the purpose of ingress and egress to other lands. The purchaser shall have the right to use said roads for ingress and egress to their property but shall place no obstacles on said roads and the same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser agrees, until the purchase price is fully paid, to keep any buildings now or hereafter placed on said premises insured for not less than their fair market value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premiums on all such insurance before delinquency and to deliver copies of all policies and renewals thereof to the seller. In the event that the purchaser does not comply with this provision, the seller may, at his option, provide such insurance and pay for the same and upon presentation of a receipt showing payment therefor, the escrow holder hereinafter named shall add the said amount to the contract balance herein without prejudice to any other rights or remedies that the seller may have by reason of such default.

Taxes for the year 19 91 shall be prorated from August 27, 1991

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller grants and reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress and utilities to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser shall have possession of said property this date, and shall continue in such possession so long as the terms of this agreement are fully complied with.

The purchaser has inspected the real estate, and neither the seller nor his assigns shall be held to any covenant respecting the condition thereof, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. All permanent improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed during the term of this contract.

The purchaser shall not cut or remove any live timber from the above described property without the written consent of the seller, except in limited amounts for on-site improvements such as cabins, barns, fences, etc., until such time as the contract price is fully paid.

The purchaser shall not mine or drill for minerals, oil, gas or coal until such time as the contract price is fully paid.

The purchaser assumes all hazards and risk of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the consideration award remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application to the purchase price.

191-350

In the event the property which is the subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 97, Laws of Washington, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the seller. If said additional or deferred taxes become due and payable because of activities of the purchaser with the property subsequent to the date of closing, or because the purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the purchaser.

Time is of the essence of this agreement, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the same shall constitute a forfeiture of this agreement and thereupon the seller, at his option, may cancel and render void all rights, titles and interests of the purchaser and his successors in this contract and in the property (including all of the purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the seller may retain all payments made hereunder by the purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchaser and any person or persons having possession of the said property by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and a Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchaser, or such person or persons, shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property, and may recover from the purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the seller's reasonable attorney's fees. The failure of the seller to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller of that particular time and shall not be construed to be a waiver of any of the rights of the seller specified herein.

Any payments coming due during the time that a Notice of Intent to Forfeit is in effect shall be automatically included in said Notice of Intent to Forfeit and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

In the event that a Notice of Intent to Forfeit is sent as herein provided, the purchaser agrees to pay all costs and expenses incurred by the seller, including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), as a condition precedent to the reinstatement of this contract.

Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first-class certified or registered mail, return receipt requested, with postage pre-paid, to the seller at P.O. Box 8085, Spokane, WA 99203, and the purchaser at 924 So. Green St., Kennewick, WA, 99336, provided that either party may change his address by notice to the other party given as herein provided. All notices which are so addressed and paid for shall be deemed effective when mailed, irrespective of actual receipt of such notice by the addressee.

In the event of a default hereunder, the seller shall have all remedies provided by law, including, without limitation, the right to seek specific performance, liquidated damages (forfeiture), or actual damages.

The seller agrees to deliver within a reasonable time after the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title; and
- Easements, covenants, conditions, reservations, restrictions, and provisions apparent or of record.

The purchaser acknowledges that he has examined and approved a preliminary report of title insurance pertaining to this real property. The seller has made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except as specified above.

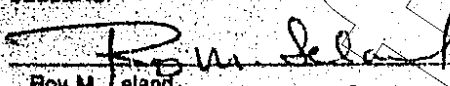
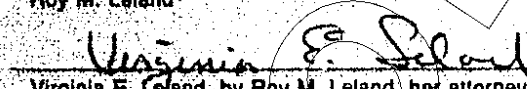
It is agreed that said deed, together with this agreement and the policy of title insurance, shall be placed in escrow with Washington Trust Bank, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the seller receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. All escrow fees are to be paid one-half by each of the parties.

In the event of any litigation arising out of any disagreement or performance of this contract, the party ultimately found to be at fault herein agrees to pay the prevailing party a reasonable attorney's fee, and cost of searching the title for the purpose of such action in addition to any court costs and other award of the court.

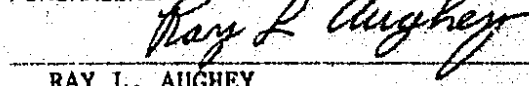
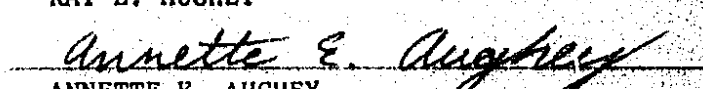
There are no verbal or other agreements which modify or affect this agreement unless attached hereto. All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchaser and the seller have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in this contract. All parties specifically state that they have read and understand this agreement.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives, and assigns.

SELLERS:


Roy M. Leland

Virginia E. Leland, by Roy M. Leland, her attorney in fact.

PURCHASERS:


RAY L. AUGHEY

ANNETTE E. AUGHEY

STATE OF WASHINGTON)

County of Spokane) ss

On this 21 day of August, A.D. 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy M. Leland to me known to be the individual who executed the foregoing instrument for himself and as attorney in fact of Virginia E. Leland also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Virginia E. Leland for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument had not been revoked and that the said Virginia is now living.

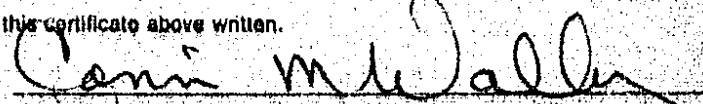
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



FILED FOR RECORD
IN WALLA WALLA CO. WASH.
WALLA WALLA TITLE CO.

AUG 27 11 54 AM '91

JANICE E. BATES
COUNTY AUDITOR


Notary Public in and for the State of Washington, residing at
Spokane
My appointment expires 12/31/95

Vol. 191 PAGE 501

10pt

9707545

9707545

Return Address
Dan Busby
4413 138th Pl. S.W.
Lynnwood, WA 98037

Document Titles(s) (or transactions contained therein):
1. Warranty Deed
2.
3.
4.

Reference Numbers(s) of Documents assigned or release:
(on page ____ of document(s))

Grantor(s) (Last name first, then first name and initials)
1. Leland , Roy
2. Leland, Virginia E. , husband and wife
3.
4.
5. Additional names on page ____ of document.

Grantee(s) (Last name first, then first name and initials)
1. Busby, Dan
2. Busby, Patty , husband and wife
3.
4.
5. Additional names on page ____ of document.

Legal description (i.e. lot, block, plat or section, township, range)
NW4 Section 24, Township 7, Range 38
Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number
Additional legal is on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Please print or type information.

FILED FOR RECORD AT REQUEST OF

REAL ESTATE EXCISE TAX

PAID

OCT 19 1983
AMT. \$ 176.55 NO. 59863
WALLA WALLA COUNTY
By VERA KANEN, Treasurer

WHEN RECORDED RETURN TO

Name Michael D. Tracy
Address N 4407 Division Suite 210
Spokane, WA 99207
City, State, Zip 9-26746

Statutory Warranty Deed

THE GRANTOR, ROY LELAND and VIRGINIA E. LELAND, husband and wife

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to DAN BUSBY and PATTY BUSBY, husband and wife

the following described real estate, situated in the County of Walla Walla, State of Washington:

The south half of the south half of the southwest quarter of the northwest quarter of Section 24 in Township 7 north, of Range 38 east of the Willamette Meridian.

SUBJECT TO: Easements, coveants, conditions, reservations, restrictions and provisions of record; Grantor reserves easements over all existing roads through the above-described real estate for the purpose of ingress and egress to other lands. The purchaser shall have the right to use said roads for ingress and egress to their property but shall place no obstacles on said roads and the same shall be kept open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 3, 1983, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on

, Rec. No.

Dated October 3, 1983

Roy Leland

Virginia E. Leland

Dan A. Busby
Dan A. Busby
Patty C. Busby
Patty C. Busby

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this day personally appeared before me Roy Leland and Virginia E. Leland to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of October, 1983

Notary Public in and for the State of Washington, residing at Spokane

No notary seal

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 22 day of July, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

DAN BUSBY and PATTY BUSBY

to me known to be the President and Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed on the day first above written.

Notary Public in and for the State of Washington, residing at

BRENDA ADELLO



WARRANTY DEED
CONTINUED

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller grants and reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

FILED FOR RECORD
IN WALLA WALLA COUNTY, WASH
BY *Dan Busby*
AUG 15 9 54 AM '97



REAL ESTATE EXCISE TAX

PAID

REAL ESTATE CONTRACT

AMT. 197.95 NO. 60222

WALLA WALLA COUNTY

By VERA KANEN, Treasurer

THIS AGREEMENT made and entered into this 19th day of

December

by and between Roy Leland and Virginia E. Leland, husband and wife, as individuals doing business as Leland Properties of Spokane, Washington

as vendors,

and DAVID J. LEONARD and KATHLEEN M. LEONARD, husband and wife

as purchasers,

witnesseth

That the vendors agree to sell to the purchasers and the purchasers agree to purchase of the vendors upon the terms and conditions hereinafter set forth, the following described real estate situate in ~~Spokane~~ Walla Walla County, State of Washington, to-wit:

Walla Walla

The northeast quarter of the southeast quarter of the southeast quarter of Section 26 in Township 7 north, of Range 38 east of the Willamette Meridian.

The terms and conditions of this contract are as follows:

The purchase price is EIGHTEEN THOUSAND FIVE HUNDRED and no/100's (\$18,500.00) Dollars, of which ONE THOUSAND FIVE HUNDRED and no/100's (\$1,500.00) Dollars have been paid, the receipt whereof is hereby acknowledged, leaving a balance of SEVENTEEN THOUSAND FIVE HUNDRED and no/100 (\$17,500.00) Dollars to be paid as follows:

TWO HUNDRED FORTY-ONE and no/100's (\$241.00) Dollars, or more at purchaser's option, on or before the 31st day of January, 1984 and TWO HUNDRED FORTY-ONE and no/100's (\$241.00) Dollars, or more at purchaser's option, on or before the 31st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 11% per annum from the 31st day of December, 1983, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

Seller reserves easements over all existing roads through the above-described real estate for the purpose of ingress and egress to other lands. The purchaser shall have the right to use said roads for ingress and egress to their property but shall place no obstacles on said roads and the same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

Purchaser agrees that no growing or live timber shall be removed from this property for any reason except for on-site improvements such as home, barn or fences. The purchaser shall not be entitled to drill, mine, or remove oil, gas or other valuable minerals from the property during the term of this contract, thereafter seller places no restrictions on either of the above.

Purchaser agrees, at closing, to execute a Notice of Continuance attached to the Real Estate Excise Tax Affidavit provided in RCW 82.45.120 continuing the forest land classification of the entire parcel and to indemnify and hold harmless Seller from any liability in the event or for any reason the classification is not continued or is discontinued at any time and to pay the compensatory tax or other liability when due.

It is understood seller is presently purchasing said property by a real estate contract. However, seller agrees to provide title to purchaser free of all encumbrances except easements, restrictions and reservations of record upon final payment being made by purchaser hereunder. Seller agrees to keep current all payments on said contract and has right to obtain deed release when necessary.

- A. Purchaser acknowledges that the property is purchased in its present condition in an "as is" condition, unless otherwise noted herein.
B. There are no verbal or other agreements which modify or affect this agreement unless attached hereto.

It is understood and agreed that in the event the real estate taxes, insurance premium, or assessments, if any, if included in the monthly payments are increased on said property, then the monthly payment provided for in this agreement shall be increased by an equal amount.

The purchasers agree (1) to keep the premises in good repair, (2) to pay water, refuse and sewage charges and all taxes and assessments on said property before the same shall become delinquent, (3) to keep the buildings on said premises continuously insured for not less than the full unpaid balances, to the extent of the insurable value of said premises, of this contract and any other superior liens or contracts in a standard fire insurance company, with loss, if any, payable to the parties in interest as their interest may appear, (4) to pay the premium on all such insurance before delinquency; also fire insurance and title insurance policies will be placed in escrow with this contract.

The purchaser shall have possession of said property December 31, 1983 and shall continue in such possession so long as he shall comply fully with the terms of this agreement.

Time is of the essence hereof, and should the purchasers fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendors, at their option, may declare such forfeiture by written notice to the purchasers, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into said premises and take possession of them, and this agreement shall be at an end and null and void, and the purchasers shall forfeit to the vendors as liquidated damages all payments made hereunder and all improvements placed upon the premises, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the vendors of that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein.

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Any notice, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by registered or certified mail addressed to said party at their address shown below providing that either party may change his place of address by notice to the other party given as herein provided. The mailing and registering or certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof, and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is served.

In the event such notice is sent by the vendors, after payment is 15 days late, the escrow holder is hereby authorized and instructed to require the immediate payment by purchasers of the sum of Seventy-five Dollars (\$75.00), in addition to all other demands in said notice, before said forfeiture is released, or, at the option of the vendors, expressed in writing to add the amount of Seventy-five Dollars (\$75.00) to the unpaid balance of this contract, such amount being for reasonable attorney's fees and costs of said notice. Such action shall be taken at such time as the escrow agent shall have received a copy of the notice and evidence that said notice has been properly mailed.

Any payments coming due during the time that a notice of forfeiture is in effect shall be automatically included in said notice of forfeiture and the purchasers must pay said payment or payments in addition to the amounts called for in the notice.

All payments hereunder not made within 15 days after the due date thereof shall be late payments, at the option of the sellers, as a condition precedent to the acceptance of such payment, the purchasers shall pay a late payment penalty of 5% computed upon the amount of such late payments.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payment herein provided, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payment, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 12 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

In the event of any litigation arising out of any disagreement over performance of this contract, the party ultimately found to be at fault herein agrees to pay to the prevailing party a reasonable attorney's fee, and cost of searching the title for purpose of such action in addition to any other award of the court.

The purchaser hereunder assumes all risk of loss or damage from any and all causes to the whole or any part of the property covered hereby, and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish title insurance policy certified to date, showing title free from incumbrance, except easements, covenants, conditions, reservations, restrictions and provisions of record; existing underlying contract;

it being understood, however, that for the purpose of this instrument, the following shall not be considered as incumbrances: Reservations contained in any of the forms of patent or deed commonly used by the United States of America, the State in which the property is located, the Northern Pacific Railroad Company or the Northern Pacific Railway Company, building restrictions common to the platted tract in which the property is situated; easements for private driveways in city limits or public roads actually in use as such, easements for telephone, sewer, gas, water or electric service, contracts common to the tract in which the property is situated with reference to supplying water and electricity to the premises and the operation of irrigation and electric systems.

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except those incumbrances set forth in the preceding paragraph. It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with

First National Bank, West 502 Riverside, Spokane, Washington 99201, which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendors' receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. In the event the vendor gives notice of forfeiture as in this agreement provided, and upon non-compliance with said notice by the purchaser within the time therein required, all of the documents mentioned in this agreement and placed in this escrow shall be delivered to the vendor, or its order, forthwith, and the escrow closed. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Roy Leland

Virginia E. Leland

1520 W. 3rd, Spokane, WA 99204

Vendors' Address

David S. Leonard

Kathleen M. Leonard

1205 Ryan, Pasco, WA 99301

Purchasers' Address

PIONEER TITLE COMPANY

JAN 3 4 32 PM 1984

C. LYNN SMITH
AUDITOR

STATE OF WASHINGTON

County of Spokane

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this day of Jan. 3rd, 1984, personally appeared before me Roy Leland and Virginia E. Leland

to me known to be the individual described in and who executed the within instrument, and acknowledged that signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this day and year last above written.

Linda J. Smith
Notary Public for the State of Washington, residing at
Spokane

PREPARED IN THE OFFICE OF

MICHAEL D. TRACY

Attorney at Law

900 Northtown Office Building

Spokane, Washington 99207

Phone: 484-5611

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REAL ESTATE CONTRACT

The Southwest quarter of the Southeast quarter of the Southeast quarter of Section 26 in Township 7 North, of Range 38 East of the Willamette Meridian.

ALSO, the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 26 in Township 7 North, of Range 38 East of the Willamette Meridian.

JUN 11 1991

NO. 74889 INT. 422.40
WALLA WALLA COUNTY
VERA KAHEN, TREASURER

The purchase price is **Thirty three thousand and no/100**

have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

before the 30th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 percent per annum from the 30th day of May, 1991, which interest shall be deducted from each installment payment and the balance of each payment.

applied in reduction of principal. If a payment is not received within 10 days from the payment due date, a late charge of \$15.00 will be assessed and due immediately. This late charge goes solely to the seller and is not applied toward principal or interest.

The purchaser shall have the option to accelerate his payments hereunder in any amount and at any time without penalty.

[illegible]

No live timber may be cut or sold from this property unless it is used for on site improvements such as cabin, barn or fence, and no mining or oil and gas drilling may be conducted on the above property during the terms of this contract, thereafter, no restrictions on the above. Restrictions, easements and covenants of record, common road usage agreement. Seller reserves 49% of all mineral, coal, oil and gas rights.

The purchaser agrees to keep the premises in good repair, to commit no waste and to pay all taxes and assessments on said property before the same shall become delinquent; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

The purchaser agrees, until the purchase price is fully paid, to keep any buildings now or hereafter placed on said premises insured for not less than their fair market value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premiums on all such insurance before delinquency and to deliver copies of all policies and renewals thereof to the seller. In the event that the purchaser does not comply with this provision, the seller may, at his option, provide such insurance and pay for the same and upon presentation of a receipt showing payment therefor, the escrow holder hereinafter named shall add the said amount to the contract balance herein without prejudice to any other rights or remedies that the seller may have by reason of such default.

The purchaser agrees not to use, or permit the use of, the real estate for any illegal purpose. The purchaser further agrees to pay all service, installation, or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the date the purchaser is entitled to possession.

Taxes for the year 19 91 shall be prorated from May 30, 1991

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller grants and reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress and utilities to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser shall have possession of said property this date, and shall continue in such possession so long as the terms of this agreement are fully complied with.

The purchaser has inspected the real estate, and neither the seller nor his assigns shall be held to any covenant respecting the condition thereof, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. All permanent improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed during the term of this contract.

The purchaser shall not cut or remove any live timber from the above-described property without the written consent of the seller, except in limited amounts for on-site improvements such as cabins, barns, fences, etc., until such time as the contract price is fully paid.

The purchaser shall not mine or drill for minerals, oil, gas or coal until such time as the contract price is fully paid.

The purchaser assumes all hazards and risk of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof, for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

In the event the property which is the subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 87, Laws of Washington, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the seller. If said additional or deferred taxes become due and payable because of activities of the purchaser with the property subsequent to the date of closing, or because the purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the purchaser.

Time is of the essence of this agreement, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the same shall constitute a forfeiture of this agreement and thereupon the seller, at his option, may cancel and render void all rights, titles and interests of the purchaser and his successors in this contract and in the property (including all of the purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the seller may retain all payments made hereunder by the purchaser and any person or persons having possession of the said property by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and a Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchaser, or such person or persons, shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property, and may recover from the purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the seller's reasonable attorney's fees. The failure of the seller to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller of that particular time and shall not be construed to be a waiver of any of the rights of the seller specified herein.

Any payments coming due during the time that a Notice of Intent to Forfeit is in effect shall be automatically included in said Notice of Intent to Forfeit and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

In the event that a Notice of Intent to Forfeit is sent as herein provided, the purchaser agrees to pay all costs and expenses incurred by the seller, including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation), as a condition precedent to the reinstatement of this contract.

Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first-class certified or registered mail, return receipt requested, with postage pre-paid, to the seller at P.O. Box 8065, Spokane, WA 99203, and the purchaser at 2081 Hoxie St., Richland, WA 99352, provided that either party may change his address by notice to the other party given as herein provided. All notices which are so addressed and paid for shall be deemed effective when mailed, irrespective of actual receipt of such notice by the addressee.

In the event of a default hereunder, the seller shall have all remedies provided by law, including, without limitation, the right to seek specific performance, liquidated damages (forfeiture), or actual damages.

The seller agrees to deliver within a reasonable time after the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title; and
- Easements, covenants, conditions, reservations, restrictions, and provisions apparent or of record.

The purchaser acknowledges that he has examined and approved a preliminary report of title insurance pertaining to this real property.

The seller has made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except as specified above.

It is agreed that said deed, together with this agreement and the policy of title insurance, shall be placed in escrow with Washington Trust Bank which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the seller receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. All escrow fees are to be paid one-half by each of the parties.

In the event of any litigation arising out of any disagreement or performance of this contract, the party ultimately found to be at fault herein agrees to pay the prevailing party a reasonable attorney's fee, and cost of searching the title for the purpose of such action in addition to any court costs and other award of the court.

There are no verbal or other agreements which modify or affect this agreement unless attached hereto. All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchaser and the seller have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in this contract. All parties specifically state that they have read and understand this agreement.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives, and assigns.

SELLERS:

Roy M. Leland

Virginia E. Leland, by Roy M. Leland, her attorney in fact.

PURCHASERS:

GLENN M. BURNETT

JUDY L. BURNETT

STATE OF WASHINGTON)

County of

SPokane)

On this

10th

day of

June

A.D. 19

91

, before me, the

undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy M. Leland to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Virginia E. Leland also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Virginia E. Leland for the uses and purposes mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that he was now living.

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

WALLA WALLA TITLE CO.
JUN 11 12 08 PM '91

JANICE E. BATES
COUNTY AUDITOR

Notary Public in and for the State of Washington, residing at

My appointment expires 2/21/95

4780-24713

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 24th day of September 1990 by and between ROY M. LELAND and VIRGINIA E. LELAND, husband and wife, d/b/a LELAND TREE FARMS, hereinafter called the "seller," and DONALD ALLAN & MARY YVONNE MORTON, husband and wife, hereinafter called the "purchaser," WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller upon the terms and conditions hereinafter set forth the following described real estate situated in Walla Walla County Washington to wit:

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 26, Township 7 North, of Range 38 East of the Willamette Meridian.

Seller reserves a 20 foot easement over existing roads for ingress and egress to the following described property: SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 7 North, Range 38 E.W.M., Walla Walla County, Washington.

Purchaser agrees at closing to execute a Notice of Continuance attached to the Real Estate Excise Tax Affidavit provided in RCW 82.45.120 continuing the forest land classification of the entire parcel and to indemnify and hold harmless Seller from any liability in the event or for any reason the classification is not continued or is discontinued at any time and to pay the compensatory tax or other liability when due.

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS

The purchase price is Eighteen Thousand Five Hundred & No/100-----
 ---(\$18,500.00) Dollars, of which One Thousand Eight Hundred Fifty & no/100-----
 ---(\$1,850.00) Dollars have been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price shall be paid as follows:
 Two Hundred Twenty & 03/100 ----- (\$220.03)
 Dollars, or more at purchaser's option, on or before the 24th day of October 1990, and
 Two Hundred Twenty & 03/100 ----- (\$220.03) Dollars, or more at purchaser's option, on or before the 24th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser agrees to pay interest on the diminishing balance of said purchase price at the rate of 10 percent per annum from the 24th day of September 1990 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. If a payment is not received within 10 days from the payment due date, a late charge of \$15.00 will be assessed and due immediately. This late charge goes solely to the seller and is not applied toward principal or interest.

The purchaser shall have the option to accelerate his payments hereunder in any amount and at any time without penalty.

It is understood and agreed between the parties hereto that this property is being purchased subject to an underlying real estate contract, which contract covers more property than that being purchased herein. The seller herein agrees to make all payments coming due under said contract before delinquency, and upon final payment being made by the purchaser hereunder, seller herein further agrees to provide title to the purchaser free of all encumbrances except as hereinafter provided. In connection therewith, seller hereby warrants that there are sufficient deed release provisions contained in the above real estate contract to enable him (upon final payment being made by the purchaser hereunder) to provide title to the purchaser free of all encumbrances except as hereinafter provided.

No live timber may be cut or sold from this property unless it is used for on site improvements such as cabin, barn or fences, and no mining or oil and gas drilling may be conducted on the above property during the term of this contract, thereafter, no restrictions on the above. Restrictions, easements and covenants of record, common road usage agreement and underlying contract. Seller reserves 49% of all mineral, coal, oil and gas rights

REAL ESTATE EXCISE TAX
PAID

The purchaser agrees to keep the premises in good repair, to commit no waste and to pay all taxes and assessments on said property before the same shall become delinquent, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

The purchaser agrees, until the purchase price is fully paid, to keep any buildings now or hereafter placed on said premises insured for not less than their fair market value against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay the premiums on all such insurance before delinquency and to deliver copies of all policies and renewals thereof to the seller. In the event that the purchaser does not comply with this provision, the seller may, at his option, provide such insurance and pay for the same and upon presentation of a receipt showing payment therefor, the escrow holder hereinafter named shall add the said amount to the contract balance herein without prejudice to any other rights or remedies that the seller may have by reason of such default.

The purchaser agrees not to use, or permit the use of, the real estate for any illegal purpose. The purchaser further agrees to pay all service, installation, or construction charges for water, sewer, electricity, garbage, or other utility services furnished to said real estate after the date the purchaser is entitled to possession.

Taxes for the year 1990 shall be prorated from September 24, 1990.

As the access to the above described real property may be by virtue of an existing private road or roads which extend from the county road, the seller grants and reserves an easement for said private roads across other lands and across this legal description to provide access to this and other lands in this section or other sections (sections being defined as a geographical location as understood in the land surveying profession). The purchaser shall have the right to use said road or roads for ingress and egress and utilities to his property; but shall place no obstacles on said roads and same shall be left open for use by other property owners. Seller has no responsibility for the maintenance and upkeep of said roads and no liability arising from the use thereof by the purchaser or any third party.

The purchaser shall have possession of said property this date, and shall continue in such possession so long as the terms of this agreement are fully complied with.

The purchaser has inspected the real estate, and neither the seller nor his assigns shall be held to any covenant respecting the condition thereof, nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract. All permanent improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed during the term of this contract.

The purchaser shall not cut or remove any live timber from the above-described property without the written consent of the seller, except in limited amounts for on-site improvements such as cabins, barns, fences, etc., until such time as the contract price is fully paid.

The purchaser shall not mine or drill for minerals, oil, gas or coal until such time as the contract price is fully paid.

The purchaser assumes all hazards and risk of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof, for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price.

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9006744

In the event the property which is the subject of this real estate contract has been classified as timber and forest lands (Chapter 294, Laws of Washington, First Extraordinary Session 1971), or open space land, farm and agricultural land, or timber land (Chapter 87, Laws of Washington, First Extraordinary Session 1970, as amended), or placed in a similar classification or category which has allowed a reduction or deferral of the normal annual ad valorem real estate tax on said real property, and if additional or deferred taxes for years prior to the year of this sale become due and payable because of a change in classification resulting solely from this sale or conveyance, then the amount of the additional or deferred taxes for years prior to the year of sale shall be the responsibility of and shall be paid by the seller. If said additional or deferred taxes become due and payable because of activities of the purchaser with the property subsequent to the date of closing, or because the purchaser fails to make a good faith application for a continuation of the special tax classification or category, then the additional or deferred tax which becomes due and payable shall be the responsibility of the purchaser.

Time is of the essence of this agreement, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the same shall constitute a forfeiture of this agreement and thereupon the seller, at his option, may cancel and render void all rights, titles and interests of the purchaser and his successors in this contract and in the property including all of the purchaser's then existing rights, interests and estates therein and timber, crops and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the seller records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the seller may retain all payments made hereunder by the purchaser and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the purchaser and any person or persons having possession of the said property by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchaser or any person or persons claiming by, through or under the purchaser who were properly given the Notice of Intent to Forfeit and a Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchaser, or such person or persons, shall be deemed tenants at will of the seller and the seller shall be entitled to institute an action for summary possession of the property, and may recover from the purchaser or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the seller's reasonable attorney's fees. The failure of the seller to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchaser shall be deemed only an indulgence by the seller of that particular time and shall not be construed to be a waiver of any of the rights of the seller specified herein.

Any payments coming due during the time that a Notice of Intent to Forfeit is in effect shall be automatically included in said Notice of Intent to Forfeit and the purchaser must pay said payment or payments in addition to the amounts called for in the notice.

In the event that a Notice of Intent to Forfeit is sent as herein provided, the purchaser agrees to pay all costs and expenses incurred by the seller, including, without limitation, arbitration and court costs, notice expenses, title search expenses, and reasonable attorney's fees (with or without arbitration or litigation) as a condition precedent to the reinstatement of this contract.

Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first-class certified or registered mail, return receipt requested, with postage pre paid to the seller at P.O. Box 5065 Spokane, WA 99203 and the purchaser at 1418 S. Fir Kennewick, WA 99336 provided that either party may change his address by notice to the other party given as herein provided. All notices which are so addressed and paid for shall be deemed effective when mailed, irrespective of actual receipt of such notice by the addressee.

In the event of a default hereunder, the seller shall have all remedies provided by law, including, without limitation, the right to seek specific performance, liquidated damages (forfeiture) or actual damages.

The seller agrees to deliver within a reasonable time after the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, insuring the purchaser to the full amount of the purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form.
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject.
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title, and
- Easements, covenants, conditions, reservations, restrictions and provisions apparent or of record.

The purchaser acknowledges that he has examined and approved a preliminary report of title insurance pertaining to this real property.

The seller has made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and encumbrances except as specified above.

It is agreed that said deed, together with this agreement and the policy of title insurance, shall be placed in escrow with U.S. Bank of Washington which is hereby appointed escrow agent hereunder. Said escrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the seller receipts therefor, and when the terms of this agreement are fully complied with, to deliver said deed and escrow papers to the purchaser. All escrow fees are to be paid one-half by each of the parties.

In the event of any litigation arising out of any disagreement or performance of this contract, the party ultimately found to be at fault herein agrees to pay the prevailing party a reasonable attorney's fee and cost of searching the title for the purpose of such action in addition to any court costs and other award of the court.

There are no verbal or other agreements which modify or affect this agreement unless attached hereto. All agreements and understandings between the parties prior to or simultaneous with the execution of this contract are merged into this contract, except for patent omissions contained in the applicable earnest money agreement or option to purchase agreement, and this contract fully and completely expresses the agreement of the parties. The purchaser and the seller have made an independent and complete investigation of the premises and of all matters relevant to this contract and are not relying upon any statement or representation made by the other, or by the agent of the other, which is not expressed in this contract. All parties specifically state that they have read and understand this agreement.

This agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, representatives, and assigns.

SELLERS

Roy M. Leland
Roy M. Leland

Virginia E. Leland
Virginia E. Leland, by Roy M. Leland, her attorney in fact

PURCHASERS

Donald Allan Morton
DONALD ALLAN MORTON

Mary Yvonne Morton
MARY YVONNE MORTON

STATE OF WASHINGTON

County of *Spokane*

On this *25th* day of *September*, A.D. 19*90*

undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy M. Leland to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of Virginia E. Leland also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Virginia E. Leland for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Virginia is now living.

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

FILED FOR RECORD
IN WALLA WALLA CO. WASH.

WALLA WALLA TITLE CO.

SEP 26 3 12 PM '90

JANICE L. BATES
COUNTY AUDITOR

Donna M. Leland
Notary Public in and for the State of Washington, residing at *Spokane*

My appointment expires

2/21/91

VOL 185 PAGE 440



50312

**BUILDING PERMIT APPLICATION
COMMUNITY DEVELOPMENT DEPARTMENT**

310 W Poplar Walla Walla, WA 99362
Phone 509-527-3285 FAX 509-527-1892
www.co.walla-walla.wa.us

Cell 531-5960 Ed
Rita 430-4110

STAFF USE:

Zoning:

RC 40 ✓

Inspector:

APPLICATIONS WILL NOT BE ACCEPTED WITHOUT TWO SETS OF COMPLETE BUILDING PLANS AND ANY OTHER FORMS REQUIRED FOR YOUR PROJECT. IF YOU HAVE QUESTIONS ABOUT WHAT FORMS ARE REQUIRED, PLEASE CONTACT DEPARTMENT STAFF.

PERSON TAKING OUT PERMIT: *CONTRACTOR () OWNER (✓) OTHER (X)

TYPE OF PROJECT (Residence, Addition, Pole Bldg): PRIVATE USE (X) COMMERCIAL USE ()

TAX PARCEL #: Tax lot #05 (This is the number from your tax statement available from the County Assessor's Office)

OWNER: Ed Davis PHONE: (509) 586-4652

MAILING ADDRESS: 17705 S. Finley RD CITY: KENNEWICK STATE: WA ZIP: 99337

APPLIED FOR AN ADDRESS: YES () NO () FILL OUT THE REQUEST FOR ADDRESS APPLICATION, if applicable.

SITE ADDRESS: 9710 Lewis Peak Rd CITY: Waiatsburg STATE: ZIP:

*CONTRACTOR: Ed Davis (owner)

WA STATE CONTRACTOR'S LICENSE #: NA PHONE:

ADDRESS: CITY: STATE: ZIP:

MANUFACTURED HOME PLACEMENT SINGLEWIDE () DOUBLEWIDE () TRIPLEWIDE ()

IS THIS REPLACING AN EXISTING MOBILE HOME? YES () NO ()

YEAR: DIMENSIONS: MAKE: # OF BEDROOMS: # OF BATHROOMS:

WA STATE MOBILE HOME INSTALLER'S NAME: CERTIFICATE #:

THE FOLLOWING SECTION TO BE FILLED OUT BY STAFF AND/OR APPROPRIATE JURISDICTION
IF APPLICABLE, THE FOLLOWING APPROVALS MUST BE RECEIVED PRIOR TO BUILDING PERMIT ISSUANCE:

SEPTIC TANK PERMIT #: HEALTH DEPT, 310 W POPLAR, 527-3290
WATER AVAILABILITY #: HEALTH DEPT, 310 W POPLAR, 527-3290
CITY WATER: CITY OF WALLA WALLA, 55 MOORE, 527-4386
CITY SEWER: CITY OF WALLA WALLA, 55 MOORE, 527-4386
TOUCHET SEWER: TOUCHET, 394-2660
ADDRESS: Needs address clarification ADDRESSING / PUBLIC WORKS, 527-9277
DRIVEWAY PERMIT #: PUBLIC WORKS, 900 NAVION LANE, 527-3241

THE ABOVE INFORMATION, ATTACHED SITE PLAN AND PLANS RELATING TO THE STRUCTURE FOR WHICH THIS APPLICATION IS SUBMITTED ARE CORRECT AND ARE AN ACCURATE REPRESENTATION OF THIS PROJECT. I UNDERSTAND THAT THE APPROVED PLANS AND INSPECTION RECORD CARD MUST BE ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION; REINSPECTIONS MAY REQUIRE AN ADDITIONAL FEE. I ALSO UNDERSTAND THAT BURNING CONSTRUCTION DEBRIS IS PROHIBITED.

SIGNED: Jesse Heizer (541) 377-1723 DATE: 5/23/05

APPLICATION RECEIVED BY: DATE: 6/2/05

FOR OFFICE USE ONLY - DO NOT WRITE ON THIS SIDE

ZONE: RR40 REQUIRED: F 30 B L/R 10 ACTUAL: F 50 B - L 50 R 50
 LEGAL LOT: YES ☒ NO ☐ FLOODPLAIN YES ☐ NO ☒
 ALLOWED USE: YES ☒ NO ☐ PRKG/LDSCP REQ YES ☐ NO ☒
 SETBACKS: OK ☒ WILDFIRE HANDOUT YES ☒ NO ☐
 HEIGHT: OK ☒ AG STATEMENT YES ☒ NO ☐
 LOT COVERAGE: OK ☒ MINERAL STATEMENT YES ☐ NO ☒
 PLAT CONDITIONS: YES ☐ NO ☐ ROAD IMPROVEMENTS: YES ☐ NO ☒
 SEPA # N/A DETERMINATION
 CAP # N/A DETERMINATION
 DOCKET # NOTICE OF APPLICATION DONE: YES ☐ NO ☐

NOTES/CONDITIONS:

Forest practices moratorium thru 12-15-03
 ZONING APPROVAL: gmm DATE: 6/1/05

PERMIT INFORMATION

OCCUPANCY: U CONSTRUCTION: U-B AREA: SQ FT: @: =
 OCCUPANCY: CONSTRUCTION: AREA: SQ FT: @: =
 OCCUPANCY: CONSTRUCTION: AREA: SQ FT: @: =
 OCCUPANCY: CONSTRUCTION: AREA: SQ FT: @: =

TOTAL VALUATION:

22 x 42
1176 w 1047
12,312⁷² value

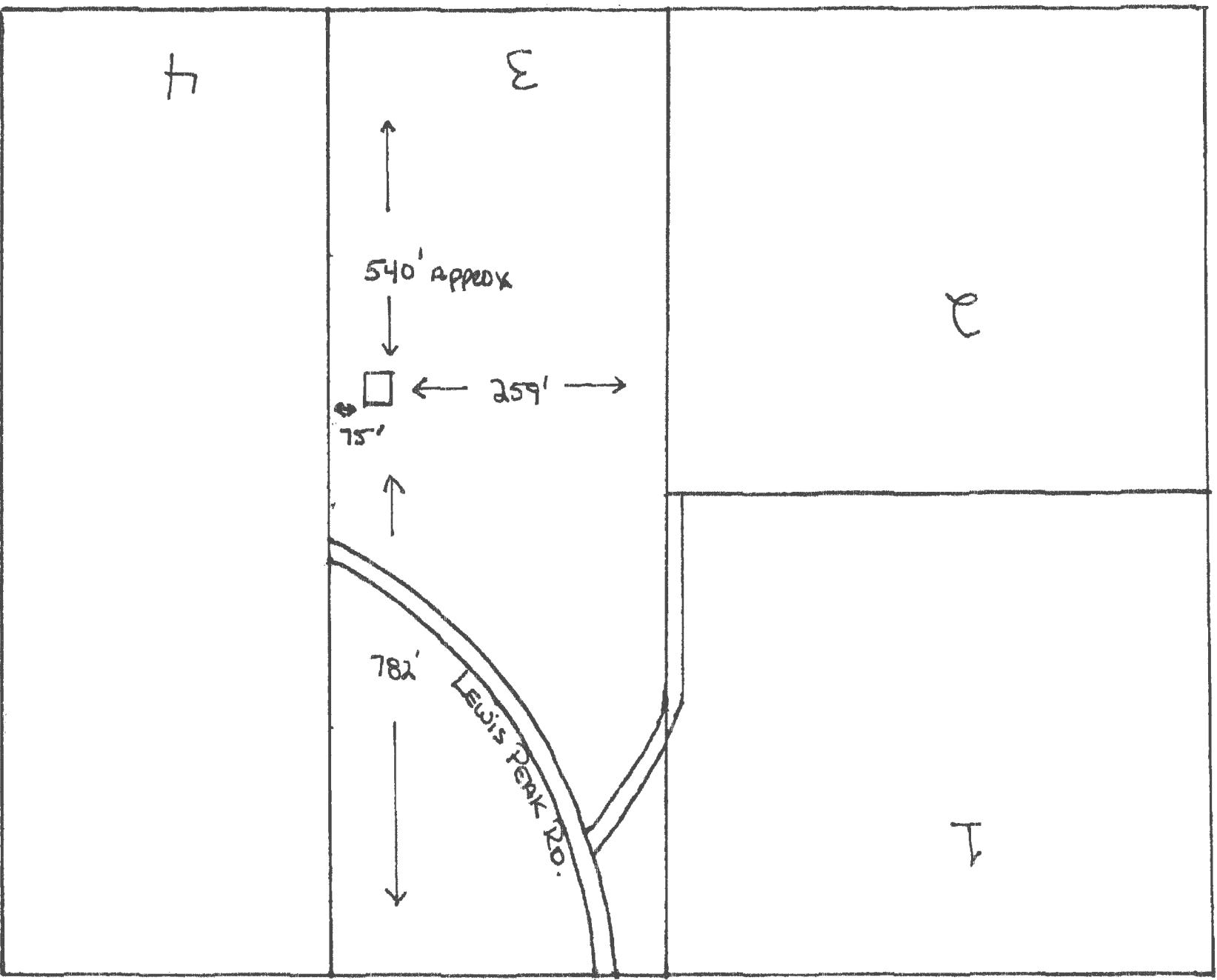
PERMIT FEE: 223²⁵
 PLAN REVIEW FEE: 145¹¹
 PLUMBING PERMIT FEE:
 MECHANICAL PERMIT FEE:
 VIOLATION FEE: 450
 STATE SURCHARGE:
 TOTAL PERMIT FEE: 372⁸⁶

PLANS APPROVED: N

DATE: 6/14/05

BUILDING DEPT NOTES:

Site Plan - Ed Davis (509) 586-4652



WALLA WALLA COUNTY BUILDING DIVISION

310 W Poplar, Walla Walla, WA 99362

Phone 509-527-3285 FAX 509-527-1892

24-Hour Inspection Request Line: 509-527-1899

Attachment V

Work authorized by this permit is subject to the approved plans and corrections shown thereon and conditions of permit approval. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction. Permits are considered null and void by limitation if the work authorized is not commenced or is stopped for a period of 180 days, unless a written request for extension is received. At a minimum, an inspection should be requested at least once every 180 days to ensure the validity of this permit.

Approved plans and Inspection Record Card must be on the job site for all requested inspections. Failure to display the Inspection Record Card and/or have the approved plans on site, may cause a re-inspection fee. Permission to occupy structures for residential use is authorized upon approval of a Final inspection. No occupancy of commercial or multi-family structures is permitted until a Certificate of Occupancy has been issued.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020, all taxes reported to the WA State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

6/17/05
DateNick Olson
Approved for Issuance: Building Official / Inspector, Walla Walla County

Permit No: 050312 6/17/05 Page 1

General Application Information

Owner: **DAVIS, ED**
17705 S FINLEY RD
KENNEWICK, WA 99337

Phone:

Contact: **ED DAVIS**
Site Address: **9710 LEWIS PEAK RD**
WAITSBURG, WA 99361
Permit Use: **POLE BUILDING**

Phone: **509 586-4652**
Parcel No:

Lot: Block: Subdivision:
Sq.Ft: Acres:

Comments: **PARCEL #38 07 23 11 0005**

Permit Review Information

Department: **COMMUNITY DEV.**
Permit: **APPROVED** By **J. MALAND**
Department: **COMMUNITY DEV.**
Permit: **APPROVED** By **N. OLSON**
Department: **PUBLIC WORKS**
Permit: **APPROVED** By **B. MCKINNEY**

ZONING/SETBACKS**PLAN REVIEW****ADDRESS**

Building Permit Information

NEW CONSTRUCTION
WATER - N/A
SEWER - N/A

Contractor: **OWNER** **DAVIS, ED**
 17705 S FINLEY RD
Phone: **KENNEWICK, WA 99337**

Desc: **28 X 42**

<u>Valuation Factors</u>	<u>Group</u>	<u>Type</u>	<u>Sq.Ft</u>	<u>Value</u>
POLE BUILDING - NEW	U	VB	1176	12312

<u>Fee Items</u>	<u>Qty</u>	<u>Fee</u>
VALUATION	1	223.25
STATE BUILDING SURCHARGE	1	4.50
65% PLAN REVIEW FEE	1	145.11

Payment Receipt Information

Building Permit 372.86

Total 372.86

Paid 372.86 CK 6352 6/17/05 V. E. DAVIS

Due

Walla Walla County Planning
Permit Inspections

Alpha

Owner DAVIS, ED

Permit Number 50312

Site 9710 LEWIS PEAK RD

WAITSBURG, WA 99361

Ln Date Code Comment

1	80905	1	FOOTING/FOUNDATION	HOLES APPROVED. NICK OLSON
2	100606	8	FINAL	APPROVED FINAL. NICK OLSON

Update Comments from Line
Print Comments Y or N

N

Roll Keys Active

Help Key-Valid Codes

CK02 Add New Comments

CK19 Return to Select

Walla Walla County Planning
Permit Inspections

Alpha

Owner DAVIS, ED

Permit Number 50312

Site 9710 LEWIS PEAK RD

WAITSBURG, WA 99361

Ln Date Code Comment

1	80905	1	FOOTING/FOUNDATION	HOLES APPROVED. NICK OLSON
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Update Comments from Line

Print Comments Y or N

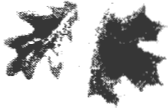
N

Roll Keys Active

Help Key-Valid Codes

CK02 Add New Comments

CK19 Return to Select



Barbara
McKinney/COUNTY/WALLA2
06/06/2005 10:00 AM

To Susan Marlin/COUNTY/WALLA2@WALLA2, Mary
Rowe/COUNTY/WALLA2@WALLA2, Nancy
Wenzel/COUNTY/WALLA2@WALLA2,
cc
bcc
Subject address

Volney and Rita Kay Davis

9710 Lewis Peak Rd, Waitsburg

(Ed Davis)

I understand he is having a pole building built. There is an existing driveway that he comes off of (9706
Lewis Peak Rd)

thanks,

Barbara McKinney
MSAG Coordinator
Walla Walla County
509-527-9277

Outreach Assistant
Waste Management
509-527-3282

RECORD OF SURVEY

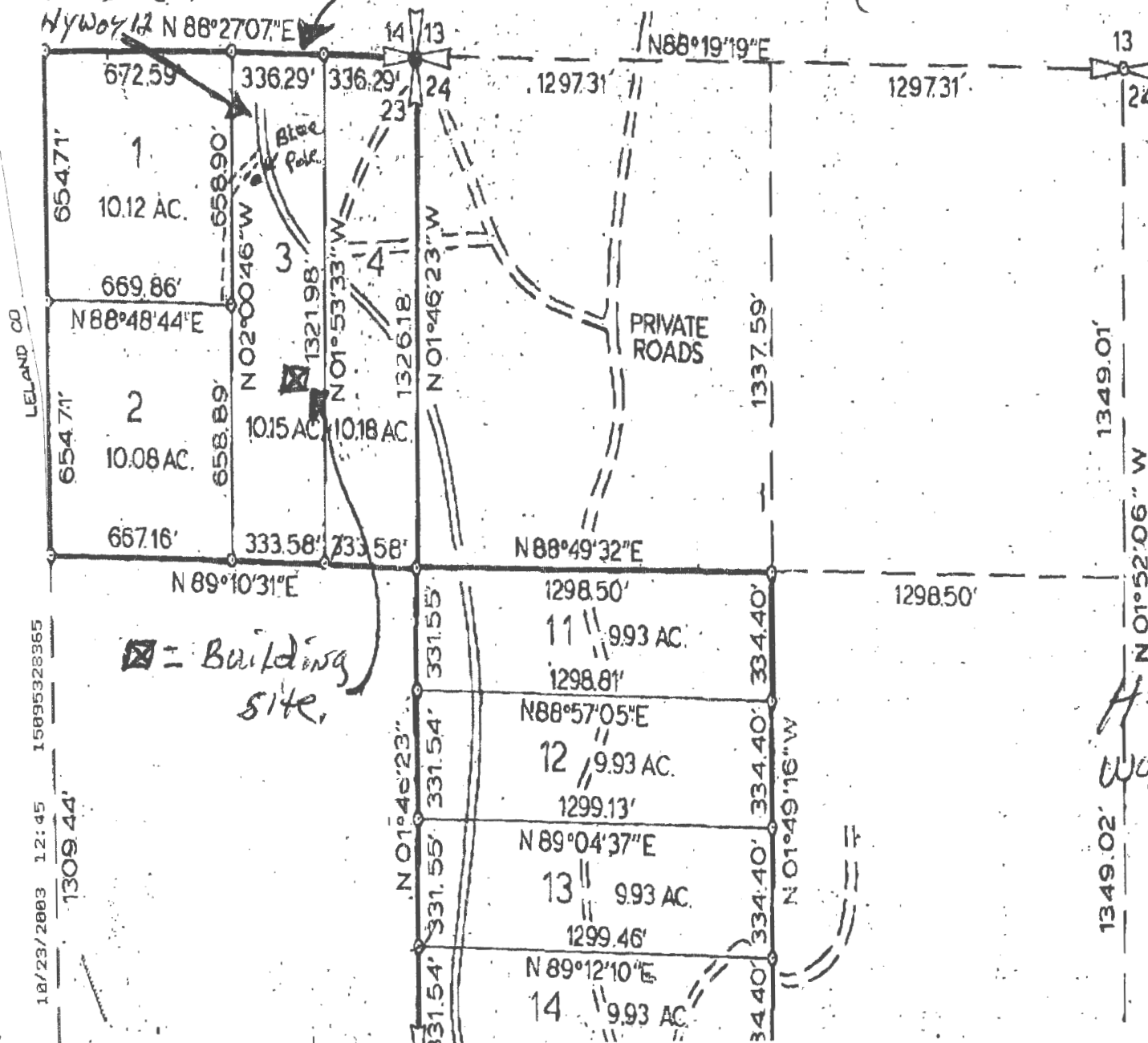
IN SECTIONS 23 & 24, T7N, R38E, WM.

Lewis Peak SHEET 1 OF 2

Rd. going up from

Nyway 12 N 88°27'07"E

Property of Ed Davis (Blue pole #9706)



Ed DAVIS
17705 S.
Finley Rd.
Kennewick
WA.
99337

H= 509-586-4652
Work= 509-586-3119
Ext. 14

□ = Building site.

WALLA WALLA COUNTY BUILDING DIVISION

310 W Poplar, Walla Walla, WA 99362

Phone 509-527-3285 FAX 509-527-1892

24-Hour Inspection Request Line: 509-527-1899

Work authorized by this permit is subject to the approved plans and corrections shown thereon and conditions of permit approval. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction. Permits are considered null and void by limitation if the work authorized is not commenced or is stopped for a period of 180 days, unless a written request for extension is received. At a minimum, an inspection should be requested at least once every 180 days to ensure the validity of this permit. Approved plans and Inspection Record Card must be on the job site for all requested inspections. Failure to display the Inspection Record Card and/or have the approved plans on site may cause a re-inspection fee. Permission to occupy structures for residential use is authorized upon approval of a Final inspection. No occupancy of commercial or multi-family structures is permitted until a Certificate of Occupancy has been issued.

Date

Approved for Issuance

Permit No: 060586 10/05/06 Page 1

General Application Information

Owner: DAVIS, ED
9710 LEWIS PEAK RD
WAITSBURG, WA 99361

Phone:

Contact: ED DAVIS
Site Address: 9710 LEWIS PEAK RD
WAITSBURG, WA 99361
Permit Use: MECHANICAL

Phone: 509 586-4652

Parcel No:

Lot: Block: Subdivision:
Sq.Ft: Acres:

Comments: WOODSTOVE

Mechanical Permit Information

Contractor: OWNER DAVIS, ED
9710 LEWIS PEAK RD
Phone: WAITSBURG, WA 99361

Fee Items	Qty	Fee
MECH PERMIT ISSUANCE FEE	1	23.50
WOODSTOVE/OR INSERT	1	10.65

Payment Receipt Information

Mechanical Permit	34.15		
Total	34.15		
Paid	34.15	CK 6921	10/04/06 V. DAVIS
Due			

make
bill
not in
archives

PLN065

Permit Inquiry

Permits

Searching for - Contact Name: _____
Owner Name: _____
Address: _____
Site Address: 9710 LEWIS _____
Use: _____

Permit	Date	Contact Name	Owner Address
X Use			Site Address
060586	10/05/06	ED DAVIS	9710 LEWIS PEAK RD WAITSBURG, WA 99361
DAVIS, ED			9710 LEWIS PEAK RD WAITSBURG, WA 99361
MECHANICAL			
050312	6/17/05	ED DAVIS	17705 S FINLEY RD KENNEWICK, WA 99337
DAVIS, ED			9710 LEWIS PEAK RD WAITSBURG, WA 99361
POLE BUILDING			

Roll Keys active

CK19 Return to Select

CK24 End of Job

1. CODES: 2003 INTERNATIONAL BUILDING CODE

2. DESIGN LOADS:

ROOF LIVE LOAD (SNOW) = 30 PSF
 WIND SPEED (EXPOSURE B) = 90 MPH
 SOIL BEARING PRESSURE = 2,000 PSF
 SEISMIC DESIGN CATEGORY C

3. LUMBER

COLUMNS : 3-PLY 2X6 & 2x8 GREUNWALD GLUE LAM COLUMNS
 RAFTERS : 2X12 DF-L #2
 PURLINS : 2X8 DF-L #2
 GIRTS : 2x6 DF-L #2
 GLUE LAM BEAM : 24F-V4, DF/DF

4. TREATED LUMBER: ALL LUMBER WITH GROUND CONTACT SHALL BE PRESSURE TREATED WITH CCA

POSTS: .60 PCF RETENTION
CLEATS & SKIRT BOARDS: .40 PCF RETENTION

5. CONCRETE: 5 SACK CEMENT PER CUBIC YARD OF CONCRETE $F'_c = 2,500$ PSI @ 28 DAYS

6. ALL FOOTINGS SHALL BEAR ON UNDISTURBED NATIVE FIRM SOIL WITH MIN. BEARING CAPACITY OF 2,000 PSF AND LATERAL BEARING CAPACITY OF 150 PSF. BUILDER TO VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION

7. ROOFING: 29GA CORRUGATED STEEL W/5/8" HIGH RIBS @ 9" O.C WITH #10 X 1 1/2" ROOFING SCREWS @ 9" O.C. EACH SIDE OF HI-RIB @EAVES & RIDGE. ALSO ON ONE SIDE OF HI-RIB ALL FIELD PURRLINS.

SIDING: 29 GA CORRUGATED STEEL WITH 5/8" HIGH RIBS @9" O.C. SPACING WITH #10x1 1/2" SCREWS @ 9" O.C. EACH SIDE OF HI-RIB @ALL HORIZONTAL FRACTURES ON ENDWALLS ONLY. ALSO ON ONE SIDE OF HI-RIB ALL OTHER PLACES.

8. TRUSSES SHALL BE DESIGNED BY AN ENGINEER LICENSED IN THE STATE OF WASHINGTON

COLOR: BY FABRAL

ROOF:
RIDGE CAP:
SIDING:
WAIN-SCOT:
TRIM:

DOORS:

DOORS:
 - (1) 3068 SERIES 94 DOORS
 - (1) 10'X12' FRAMED OPENING FOR OWNER'S OVERHEAD DOOR

WINDOWS:

-(1) 6040 VINYL FRAMED WINDOW

POSTS: 3-PLY PT GLUE LAM COLUMN W/24" ϕ X 3'-0" CONC. FTG. W/#5-REBAR
 3-PLY PT GLUE LAM COLUMN W/20" ϕ X 3'-6" CONC. FTG. W/#5-REBAR
 3-PLY 2" X 8" PT GLUE LAM COLUMN W/26" ϕ X 3'-6" CONC. FTG. W/#5-REBAR



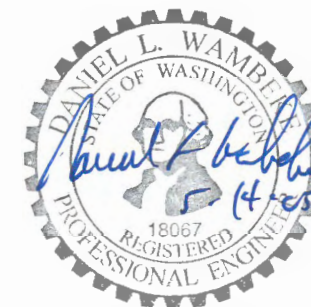
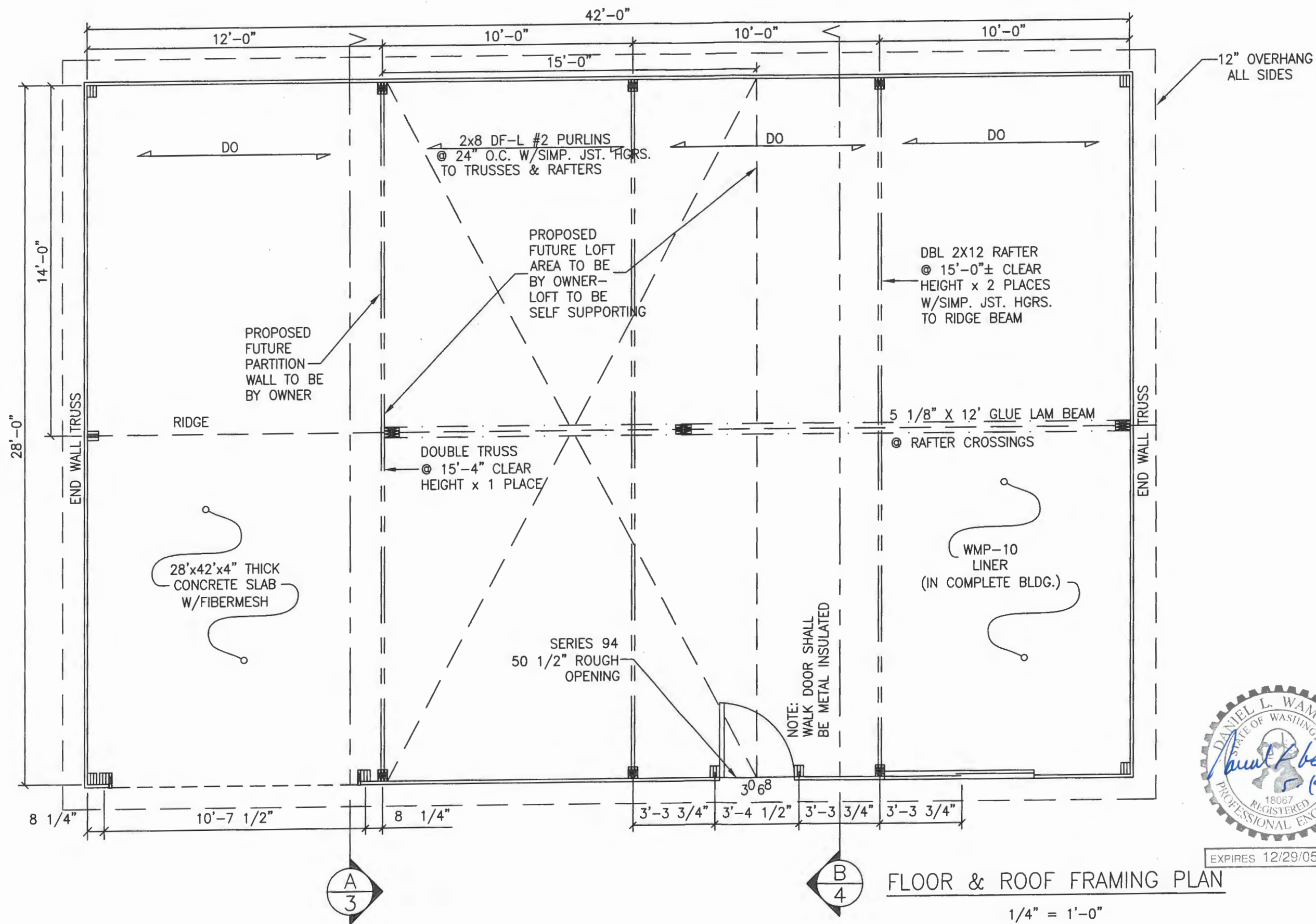
EXPIRES 12/29/05

NO.	REVISION / ISSUE	DATE
DW	CHANGED SPECS	5-14-05

OWNER: ED DAVIS	LOCATION: WALLA WALLA, WA	OWNER APPROVAL: DATE	SALES REP. APPROVAL: DATE
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ALPINE CUSTOM STRUCTURES, LLC	500 SO. PINES RD. SPOKANE, WA.	99206	(888) 567-5657
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JOB NO.	1061	1
DATE	3/25/05	
DRAWN BY:	FTA	
FILE:	1061-1	



EXPIRES 12/29/05

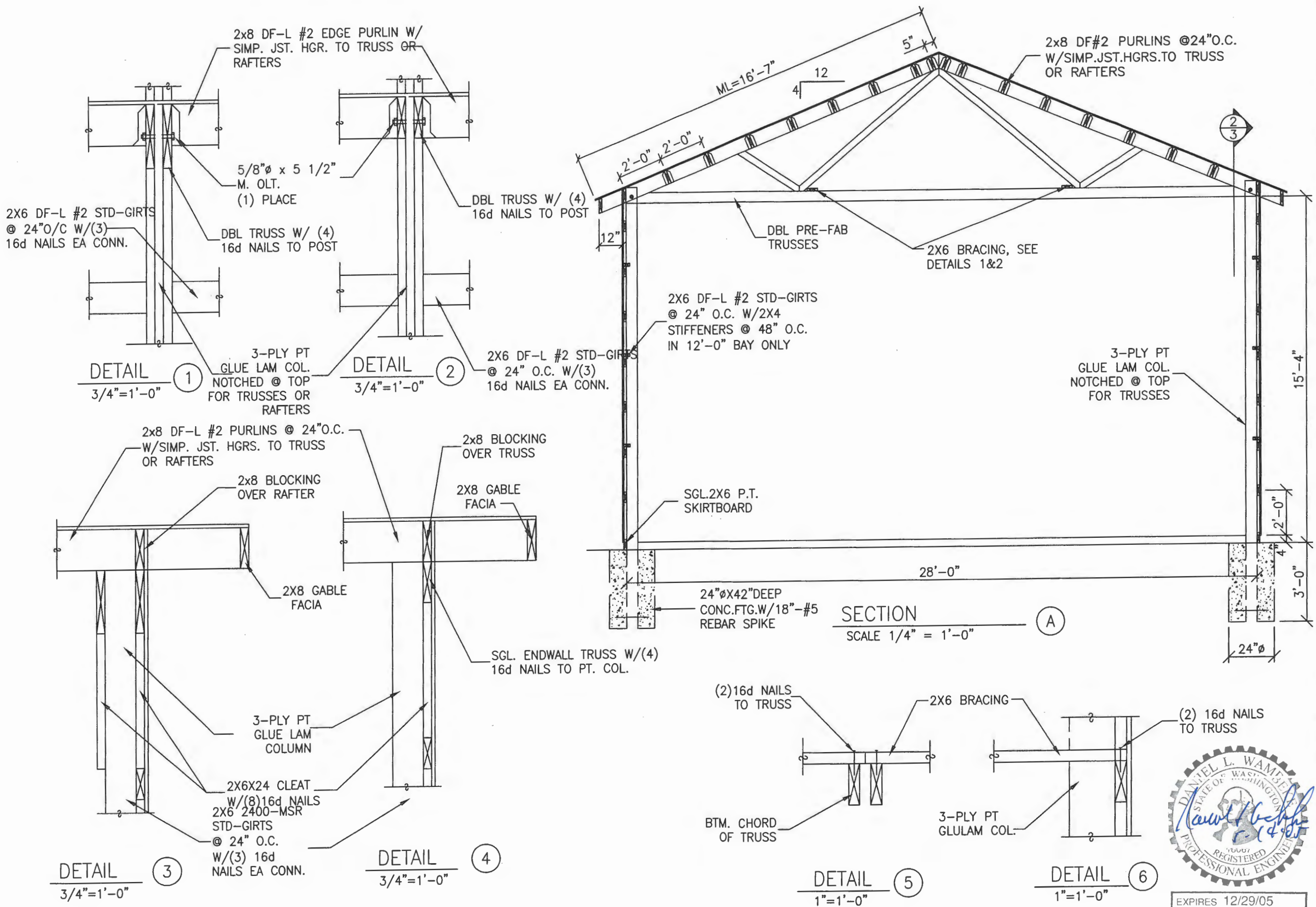
FLOOR & ROOF FRAMING PLAN

NO.	REVISION / ISSUE	DATE

OWNER: ED DAVIS	LOCATION: WALLA WALLA, WA	DATE:
OWNER APPROVAL: 		DATE:
SALES REP. APPROVAL: 		DATE:

ALPINE CUSTOM STRUCTURES, LLC	
500 SO. PINES RD. SPOKANE, WA.	
99206	(888) 567-5657

JOB NO. 1061	2
DATE 3/25/05	
DRAWN BY: FTA	
FILE: 1061-1	



NO.	REVISION / ISSUE	DATE

OWNER: **ED DAVIS**

LOCATION: **WALLA WALLA, WASH.**

DATE: _____

DATE: _____

OWNER APPROVAL: _____

SALES REP. APPROVAL: _____

ALPINE CUSTOM STRUCTURES, LLC

500 SO. PINES RD. SPOKANE, WA.

99206

(888) 567-5657

JOB NO. **1061**

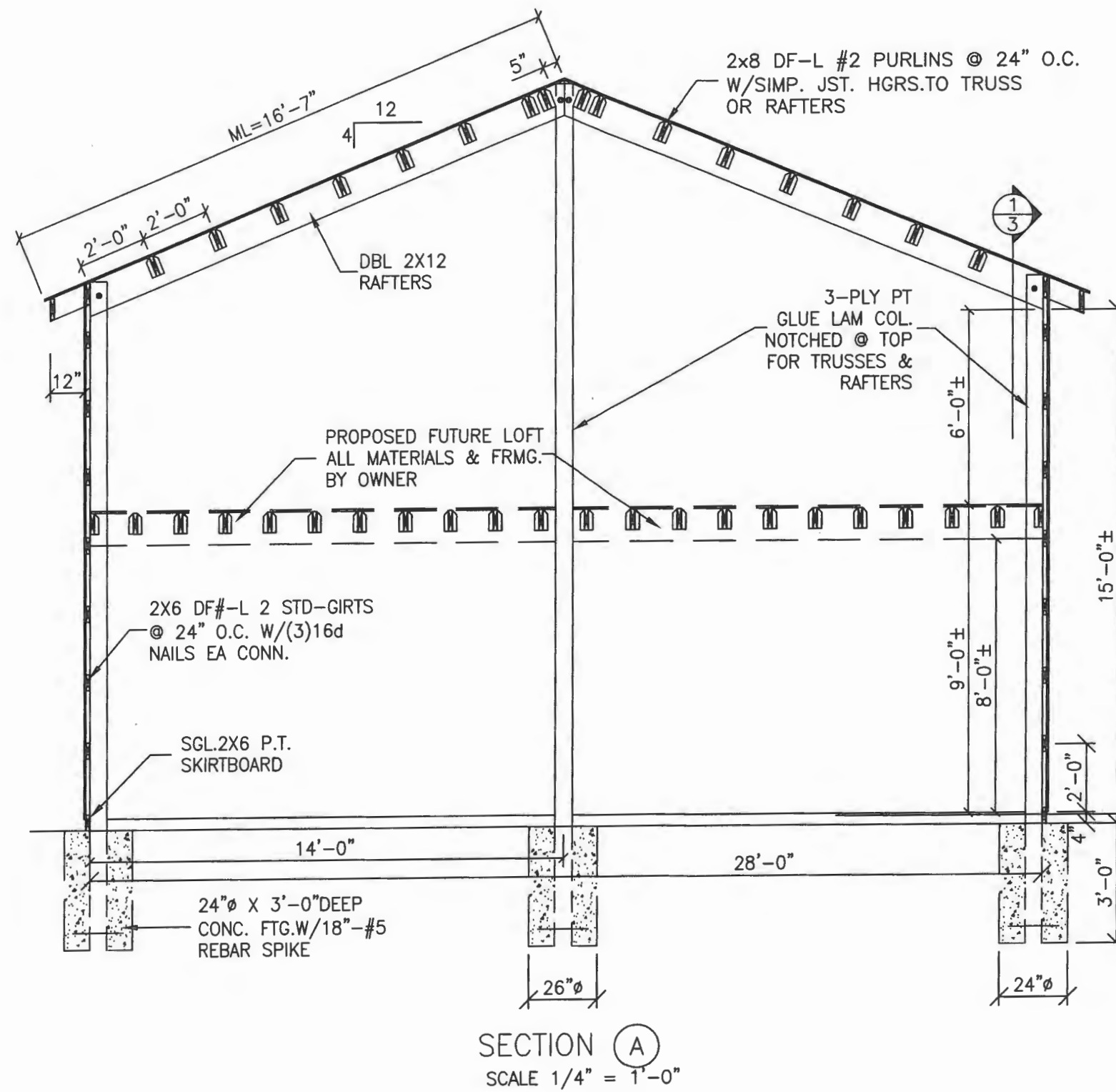
DATE: **3/25/05**

DRAWN BY: **FTA**

FILE: **1061-1**

3

EXPIRES 12/29/05



EXPIRES 12/29/05

NO.	REVISION / ISSUE	DATE

OWNER: ED DAVIS	DATE
LOCATION: WALLA WALLA, WA	DATE
OWNER APPROVAL	DATE
SALES REP. APPROVAL	DATE

ALPINE CUSTOM STRUCTURES, LLC	
500 SD. PINES RD. SPOKANE, WA.	
99206	(888) 567-5657

JOB NO.	1061
DATE	3/25/05
DRAWN BY:	FTA
FILE	1061-1

FRONT ELEVATION

3/16" = 1'-0"

4x4" TRIM (TYP.)
ALL CORNERS

2X8 DOOR
JAMB FASCIA

12'-0"

10'-0"

FRAMED
OPENING
ONLY

29 GA. STEEL ROOF

2X8 FASCIA
W/METAL TRIM

3'-0"

REAR ELEVATION

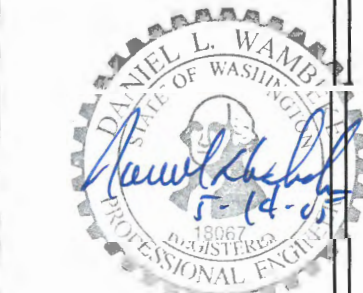
3/16" = 1'-0"

LINE OF
WAIN-SCOTING

RIDGE CAP

BASE METAL

29 GA. STEEL SIDING



OWNER:
ED DAVIS

LOCATION:
WALLA WALLA, WA

DATE

DATE

ALPINE CUSTOM STRUCTURES, LLC

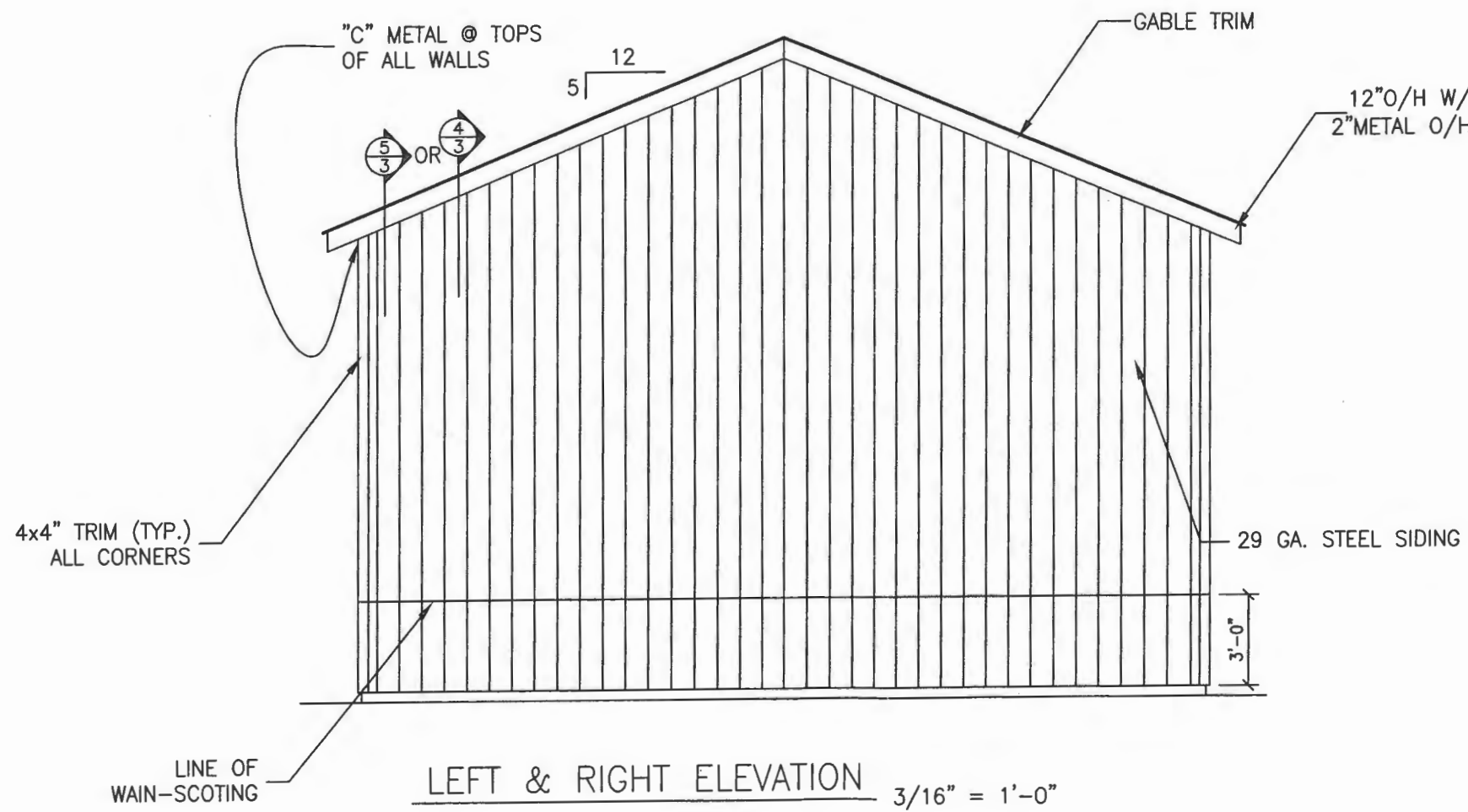
500 SO. PINES RD, SPOKANE, WA.

99206

(888) 567-5657

JOB NO. 1061
DATE: 3/25/05
DRAWN BY: FTA
FILE: 1061-1

5



EXPIRES 12/29/05

NO.	REVISION / ISSUE	DATE

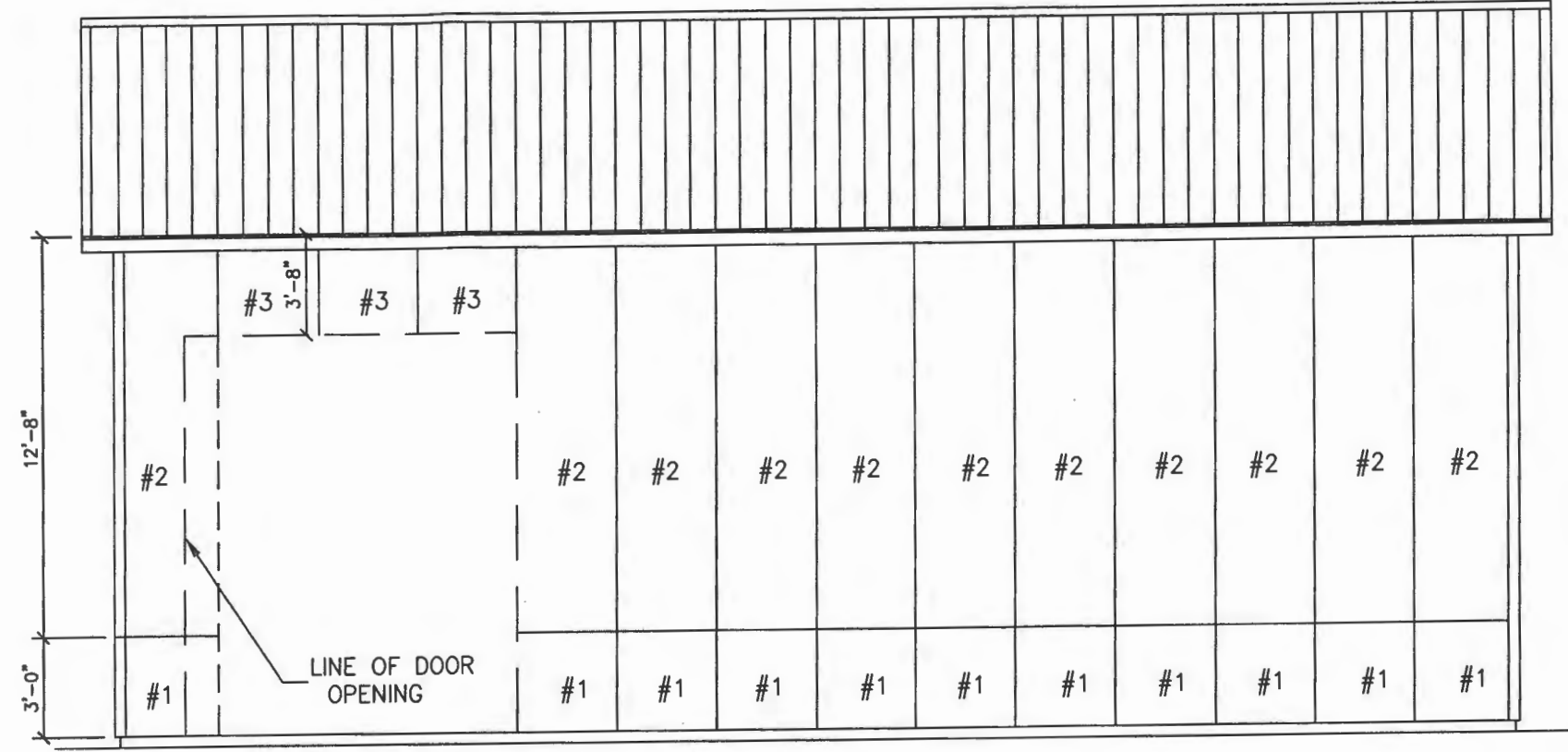
OWNER: ED DAVIS	DATE
LOCATION: WALLA WALLA, WA	DATE
OWNER APPROVAL:	DATE
SALES REP. APPROVAL:	DATE

ALPINE CUSTOM STRUCTURES, LLC	
500 SO. PINES RD. SPOKANE, WA.	
99206	(888) 567-5657

JOB NO. 1061	5
DATE: 3/25/05	
DRAWN BY: FTA	
FILE: 1061-1	

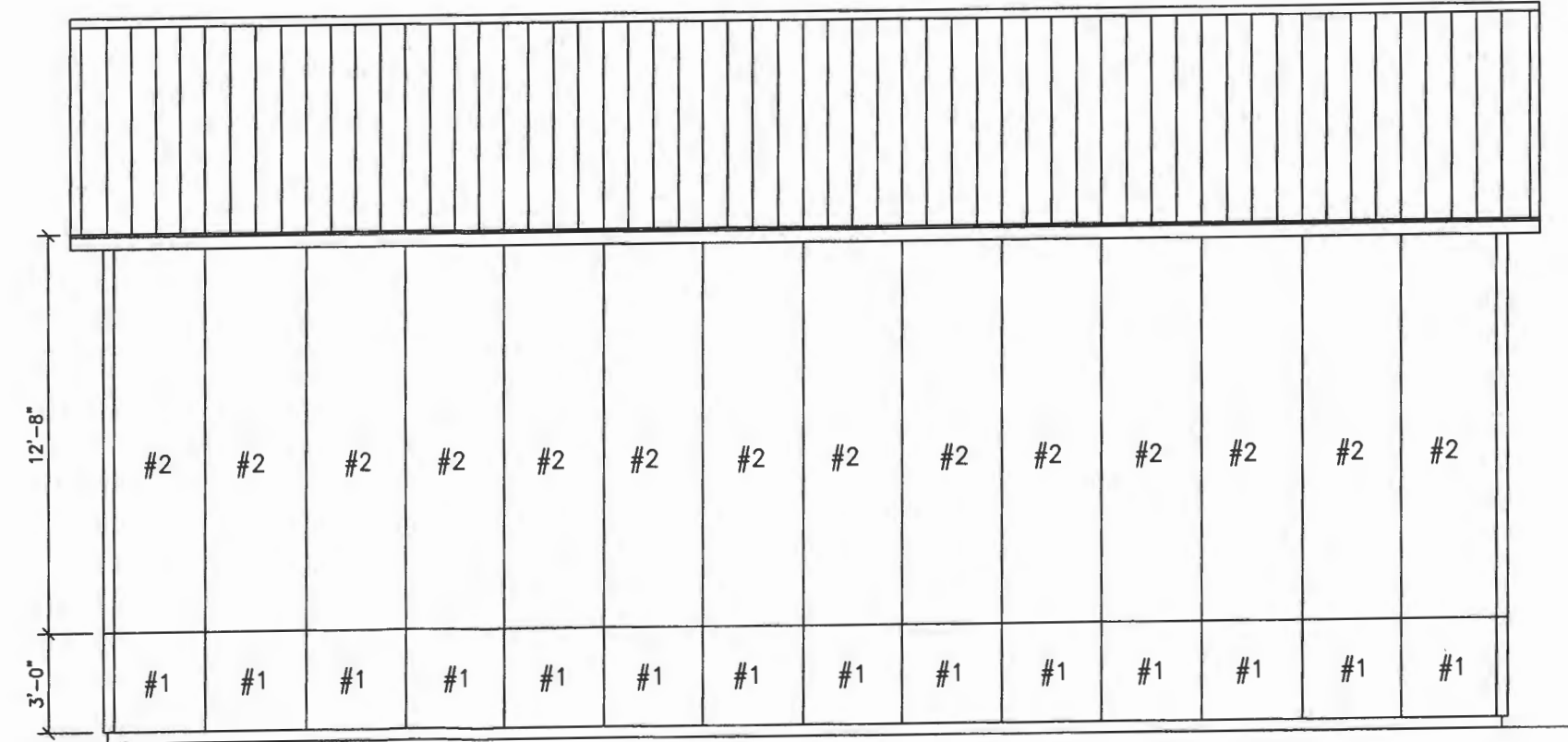
FRONT ELEVATION
METAL LAYOUT

3/16" = 1'-0"



REAR ELEVATION
METAL LAYOUT

3/16" = 1'-0"

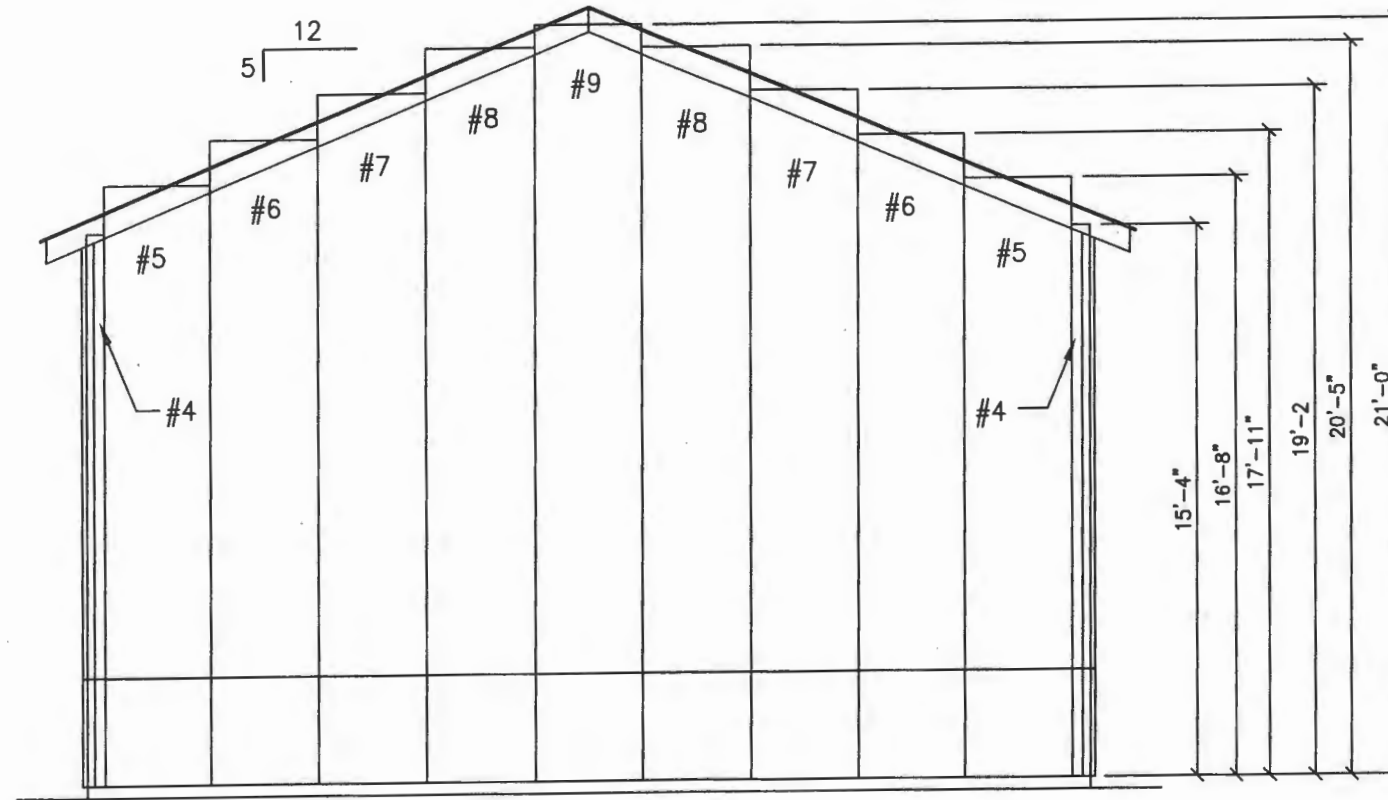


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JOB NO. 1061	7
DATE: 3/25/05	
DRAWN BY: FTA	
FILE: 1061-1	



LEFT & RIGHT SIDE ELEVATION
METAL LAYOUT $\frac{3}{16}'' = 1'-0''$

NO.	REVISION / ISSUE	DATE

OWNER: ED DAVIS	
LOCATION: WALLA WALLA, WA	DATE
OWNER APPROVAL:	DATE
SALES REP. APPROVAL:	DATE

ALPINE CUSTOM STRUCTURES, LLC	
500 SO. PINES RD. SPOKANE, WA.	
99206	(888) 567-5657

JOB NO.	1061	8
DATE	3/25/05	
DRAWN BY:	FTA	
FILE	1061-1	

WAMBEKE ENGINEERING
Daniel Wambeke, P. E.

2913 East 61st Court
Spokane, WA 99211

Telephone: 509-443-6186 • Fax: 509-448-6582 • dwambeke @msn.com

STRUCTURAL DESIGN CALCULATIONS

FOR

28' X 42' X 16' POST FRAME BUILDING

FOR

ED DAVIS

WALLA WALLA, WASHINGTON

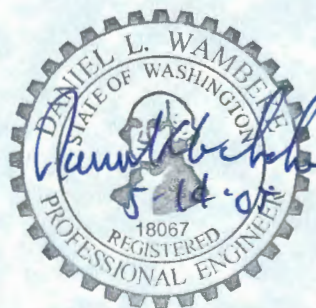
JOB NO. 1061

PREPARED FOR

ALPINE CUSTOM STRUCTURES, LLC

SPOKANE, WASHINGTON

May 14, 2005



EXPIRES 12/29/05

DESIGN DIAPHRAGMS FOR POST FRAME BUILDINGS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

Building Span =	28 ft	Wind Speed	90 MPH
Building Length =	42 ft	IBC Exposure	B
Building Wall Height =	16 ft	Seismic Design Category	C
Roof Pitch =	4 :12		

WIND LOADS ON BUILDING - Middle Zones

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Building Height & Exp. Adjust. Factor =

1.00

IBC Table 1609.6.2.1 (4)

 I_w = Importance Factor

1.00

IBC Table 1604.5

 p_{s30} = Wind Pressure Windward Wall

11.90

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Leeward Wall

0.00

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Windward Roof

-2.60

Roof from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Leeward Roof

0.00

Roof from IBC Table 1609.6.2.1 (1)

p = (PSF)

11.90 PSF Windward Wall

qww

p = (PSF)

-2.60 PSF Windward Roof

qwr

p = (PSF)

0.00 PSF Leeward Wall

qwl

p = (PSF)

0.00 PSF Leeward Roof

qlr

WIND LOADS ON BUILDING - Corner Zones

Corner Zone defined as 10% of least horizontal direction each corner

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

 p_{s30} = Wind Pressure Windward Wall

17.80

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Leeward Wall

0.00

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Windward Roof

-4.70

Roof from IBC table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure Leeward Roof

0.00

Roof from IBC table 1609.6.2.1 (1)

p = (PSF)

17.80 PSF Windward Wall

qww

p = (PSF)

-4.70 PSF Windward Roof

qwr

p = (PSF)

0.00 PSF Leeward Wall

qwl

p = (PSF)

0.00 PSF Leeward Roof

qlr

Diaphragm panel systems have been tested for shear capacity using recommendations from ASTM E455-76 "Static Load Testing of Framed Floor or Roof Diaphragm Construction for Buildings" and ANSI/ASAE EP484 "Diaphragm Design of Metal-Clad, Post Frame Rectangular Buildings".

This data is published in the "National Post Frame Builders Association Post-Frame Building Design Manual", Table 6.1, "Steel-Clad Roof Diaphragm Assembly Test Data", Test Assembly Numbers 13 & 14.

Limitations:

The relative impact on shear strength of each component from the diaphragm testing has not been defined.
The characteristics of the metal cladding and fasteners specified herein meet or exceed the tested products.
The characteristics of the framing lumber meet or exceed the specific gravity (G) of the tested product, Spruce-Pine-Fir, G = 0.42.

Diaphragm Testing Data Applicability:

Applicable for buildings that utilize the method of diaphragm design to resist design wind loads. The test data are not applicable for roofs with skylights.



Diaphragm Testing Results (Table 1):

Maximum Shear Intensity I (lb./ft.)	Construction
110 lb./ft. Post Frame Building Design Manual	Field Screws - #10 x 1 1/2" next to each major rib (9" o. c.) Top & Bottom Screws - #14 x 1 1/2" @ both sides of each major rib
160 lb./ft. Post Frame Building Design Manual	Field Screws - #10 x 1 1/2" next to each major rib (9" o. c.) Top & Bottom Screws - #14 x 1 1/2" @ both sides of each major rib Stitch Screws - #12 x 5/8" @ 9 3/8" o. c. through all overlaps
598.6 2003 IBC Table 2306.3.3.1	7/16" OSB applied directly to framing with 8d common nails 2" o. c. at panel edges; 6" o. c. intermediate framing members. Per Footnote "a" base value of 730# * 0.82 (Per Footnote "d" panels applied long dimensions over studs - use 15/32" values). Blocking required @ panel edges.

When the wall columns are effectively pin-supported at the base of the exterior wall, the wall columns act as simple beams, the Maximum Roof Shear Intensity, I (lb./ft.) can be calculated by:

$$I = [3/8 * ((q_{ww} * H_1 * L) - (q_{lw} * H_1 * L)) + ((q_{wr} * H_2 * L) - (q_{lr} * H_2 * L))] / 2 * W$$

(the Alumax Roof Diaphragm Brochure 1991)

L = Building length, feet

W = Building width, feet

H₁ = Outside wall height, feet

H₂ = Height from eave to ridge, feet

Calculate the Maximum Roof Shear Intensity I (lb./ft.). This is the shear per foot of roof slope length that occurs at the end walls of the building. This is the sum of the loads on the corner zones and the middle zones.

$$I = 62.13 \text{ lb./ft.}$$

Calculate the Maximum Endwall Shear Load, Vendwall (lb./ft.) by multiplying the maximum roof shear intensity I by the building endwall width, W (Bender & Woeste, Page A-30 to A-33)

$$\text{Vendwall} = I * W = 1740 \text{ lb.}$$

Calculate the Allowable Endwall Shear Capacity, SC

$$SC = (W - DW) * R = \text{where:}$$

DW = The door (or opening) width in feet, or distance between endwall structural posts surrounding the door, whichever is greater. If more than one door is installed, DW is the total of the door widths.

$$DW \text{ Front Endwall} = 0 \text{ ft.}$$

R = The allowable endwall shear strength in lb./ft. from Table 1.

Multiply this value by the one-third increase in allowable stresses for all combinations including W or E, resulting in the following:

$$R = 146.3 \text{ lb./ft.}$$

$$SC \text{ Front Endwall} = 4096 \text{ lb.}$$

$$\text{Vendwall} < SC$$

$$DW \text{ Rear Endwall} = 0 \text{ ft.}$$

$$SC \text{ Rear Endwall} = 4096 \text{ lb.}$$

$$\text{Vendwall}, SC$$

The following minimum endwall diaphragm requirements are needed:

Endwall steel: 30 Gauge Pro Panel II or Norclad, 36" width

Field Screws: #10 x 1 1/2" @ 9" o. c. (next to high rib)

Skirt board, End Rafter and Door Header Screws: #14 x 1 1/2" @ both sides of each major rib

Ed Davis

Date and Time: 5/14/2005 1:22:41 PM

MCE Parameters - Conterminous 48 States

Zip Code - 99362 Central Latitude = 46.134392

Central Longitude = -118.368219

Data are based on the 0.10 deg grid set

Period (sec)	SA (%g)	
0.2	046.2	Map Value, Soil Factor of 1.0
1.0	013.7	Map Value, Soil Factor of 1.0

MCE Parameters x Specified Soil Factors

0.2	066.1	Soil Factor of 1.43
1.0	030.8	Soil Factor of 2.25

MCE Parameters - Conterminous 48 States

Zip Code - 99362 Central Latitude = 46.134392

Central Longitude = -118.368219

Data are based on the 0.10 deg grid set

Period (sec)	SA (%g)	
0.2	046.2	Map Value, Soil Factor of 1.0
1.0	013.7	Map Value, Soil Factor of 1.0

MCE SPECTRUM x SOIL FACTORS

Fa = 1.43

Fv = 2.25

Period (sec)	SA (%g)	
0.000	026.4	0.4FaSs
0.094	066.0	To
0.200	066.0	T=0.2, FaSs
0.468	066.0	Ts
0.500	061.8	
0.600	051.5	
0.700	044.1	
0.800	038.6	
0.900	034.3	
1.000	030.9	T=1.0, FvS1
1.100	028.1	
1.200	025.7	
1.300	023.8	
1.400	022.1	
1.500	020.6	
1.600	019.3	
1.700	018.2	
1.800	017.2	
1.900	016.3	
2.000	015.4	

SEISMIC LOAD VERSUS WIND LOAD DESIGN FOR BUILDING**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

Span =	28
Building Length =	42
Wall Height =	16
Roof Live Load =	30 PSF
Eave Overhang (ft.)	1
Gable End Overhang (ft.)	1
Roof Pitch	4 : 12
Number Bays in Building	3

WIND SPEED, MPH	90
IBC EXPOSURE	B
Seismic Use Group	I
Seismic Design Category	C

WIND LOADS ON BUILDING - Middle Areas

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Building Height & Exposure Adjust. Factor = 1.00

IBC Table 1609.6.2.1 (4)

 I_w = Importance Factor 1.00

IBC Table 1604.5

 p_{s30} = Wind Pressure 11.90

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure -2.60

Roof from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure 11.90

Endwalls from IBC Table 1609.6.2.1 (1)

p = (PSF) 11.90 Walls

p = (PSF) -2.60 Roof

p = (PSF) 11.90 Endwalls

WIND LOADS ON BUILDING - Corner Zones

Corner Zone defined as 10% of least horizontal direction each corner

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

 p_{s30} = Wind Pressure 17.80

Walls from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure -4.70

Roof from IBC Table 1609.6.2.1 (1)

 p_{s30} = Wind Pressure 17.80

Endwalls from IBC Table 1609.6.2.1 (1)

p = (PSF) 17.80 Walls

p = (PSF) -4.70 Roof

p = (PSF) 17.80 Endwalls

Total Wind Load on Side of Building = F_w = Length x Wall Height/2 x p = 8790Total Wind Load on Roof Side = F_{wr} = Length x Roof Rise x p = -960Total Wind Load on Side of Building = $F_w + F_{wr}$ = 7829Wind Loads on End of Building = F_{ew} = 6714Seismic Base Shear = $V = 1.2 S_{DS} W/R$ where S_{DS} = Design elastic response accelerations at short period = 0.462 From IBC disk (see attached page)

Coefficient R = 7 IBC Table 1617.6.2

Building Dead Load W = (lb.) = 5 PSF

Roof Dead Load = (lb.) 6600

20% of Roof Live Load (If over 30 PSF) = (lb.) 0 (If live load is over 30 PSF)

Wall Dead Load = (lb.) 3472

Gable Dead Load = (lb.) 229

Total Building Dead Load 10301

Lateral Seismic Force $V = (\text{lb.})$

816

$$E = (pE_h + E_v)/1.4 = V/1.4$$

583 <

$$F_w + F_{wr} =$$

7829

$$F_w > V$$

$$F_w =$$

6714

$$F_w + F_{wr} > V$$

Wind Loads Control Design in Both Directions

PURLIN & GIRT DESIGN CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

PURLIN DESIGN CALCULATIONS

Post Spacing =	14	WIND SPEED, MPH	90
Span =	28	IBC EXPOSURE	B
Building Length =	42	LOAD FACTOR	1.6
Wall Height =	16	(Wind Loads)	
Purlin Spacing (Ft.) =	2		
Girt Spacing (Ft.)	2		
Roof Pitch	4		
Dead Load =	5		
Live Load =	30		
Load Factor = Snow Load	1.15 Cd		
Lumber Grade =	DF-L #2	Fb = (psi)	900
		Fv = (psi)	180
		E = (psi)	1600000

Purlin Size	Width, b	Depth, d	Size Factor CF
2" x 6"	1.5	5.5	1.3
2" x 8"	1.5	7.25	1.2
2" x 10"	1.5	9.25	1.1
2" x 12"	1.5	11.25	1.0

Repetitive Member Factor	Cr	1.15	
Flat Use Factor	Cfu	1.15	
Purlin Span (Ft.) =		13.5	Post Spacing - 6"
Roof Pitch Angle, °		18.43	
Purlin Horiz. Projection (Ft.) =		1.897	
Load on Purlin =		60.72	PLF
Moment (in-lb) =		16598	1/8wl ²
Sx Req'd (in ³) =		11.62	M/Cd*FbCrCF
Sx Furnished =		13.14	(bd ²)/6
fv = (psi)		49.16	3V/Cd2bd < 180 psi Okay
Deflection = (in)		0.595	
l/240 = (in)		0.675	>Deflection

Use 2" x 8" DF-L #2 Purlins @ 24" o. c.**DESIGN GIRTS****WIND LOADS ON BUILDING - Middle Areas**Wind Load = $p = \lambda I_w p_{s30}$ p = Design Wind Pressure, PSF λ = Building Height & Exposure Adjust. Factor = I_w = Importance Factor p_{s30} = Wind Pressure p = (PSF)

Load on Girts =

Moment = (in-lb)

Sx Req'd (in³) =

Sx Furnished =

Use 2" x 6" DF-L #2 Flat Girts @ 24" o. c. with 2" x 4" Backers @ 48" o. c.

1.00	IBC Table 1609.6.2.1 (4)
1.00	IBC Table 1604.5
15.10 PSF	Comp's from IBC Table 1609.6.2.1(2)
15.10 PSF Girts	
30.20 PLF	
8256 1/8wl ²	
3.33 M/Cd*FbCrCfuCF	
2.06 (bd ²)/6	

CORNER POST CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

POST WIDTH = (inches)	4.5	Bay Spacing =	10
POST DEPTH = (inches)	5.5	A = (sq in)	24.75
Fb = (psi)	1897	Section Modulus of Post = (in³)	22.69
Fc = (psi)	1760	Span =	28
E =	1700000	Dead Load =	5
E' = Ci * E = (psi)	1615000	Live Load =	25
Fc* = CD * Fc * Cm * CF * Ci (psi)	1565.56	Load Factor CD =	1.15
Load Case:		Kce =	0.3
Dead Load + Live Load =	30	c =	0.8
Wall Dead Load =	3.5	Post Grade =	OTP-SYP
		Wall Height =	16

CALCULATIONS:

Load from 12" Overhang:	350		
Axial Load on Column (lbs):	4200	Cm (Fc) =	0.91
Wall Load on Column (lbs):	560	Cm (Fb) =	1
Total Vertical Column Load (lbs):	5110	CF (Fb, Fc) =	1
le = (inches)	184		
kle/d = (k = 0.8)	26.76	Ci (Fb, Fc) =	0.85
Fce = (psi)	676.40	Ci (E) =	0.95
Fc' = (psi)	601.38	Cp =	Calculated
Allowable Compression = (lbs)	14884 > TVL	CL =	1

LOAD CASE: DL+.5LL+WL**Wind Load Factor CD = 1.6**

Total Wall Height (ft.) =	16
Effective Length =	16 (Knee Brace or 2nd Floor)

WIND LOADS ON BUILDING - Middle Areas

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Building Height & Exposure Adjust. 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2)

p = (PSF) 11.90 PSF

CALCULATIONS:

Load from 12" Overhang:	200	le = (inches)	184
Axial Load on Column (lbs):	2450	kle/d = (k = 0.8)	26.76
Wall Load on Column (lbs):	560	Fc* = CD * Fc * Cm * CF * Ci (psi)	2394
Tot. Vert. Column Load (lbs):	3210	Fce = (psi)	676.40
Allowable Compression = (lbs)	15622	Fc' = (psi)	631.19
Moment at Base Column = (ft-lb)	3808.00		45696 in-lb
fc = (psi)	129.70		
fb = M/Sx (psi)	2014.15		
Fb' = CD * Fb * Cm * CF * CL * Ci =	2579.92		
Interaction Formula =	1.01 \approx 1.00		$(fc/Fc')^2 + (fb/((1-(fc/Fce))*Fb'))$

Use Three Ply 4 1/2" x 5 1/2" Ohio Timberland Glue Lam SYP Treated Posts

CORNER POST CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

POST WIDTH = (inches) 4.5**POST DEPTH = (inches)** 5.5**Fb = (psi)** 1897**Fc = (psi)** 1760**E =** 1700000**E' = Ci * E = (psi)** 1615000**Fc* = CD * Fc * Cm * CF * Ci (psi)** 1565.56**Load Case:****Dead Load + Live Load =** 30**Wall Dead Load =** 3.5**Bay Spacing =** 6**A = (sq in)** 24.75**Section Modulus of Post = (in³)** 22.69**Span =** 28**Dead Load =** 5**Live Load =** 25**Load Factor CD =** 1.15**Kce =** 0.3**c =** 0.8**Post Grade =** OTP-SYP**Wall Height =** 16**CALCULATIONS:****Load from 12" Overhang:** 735**Axial Load on Column (lbs):** 2520**Wall Load on Column (lbs):** 336**Total Vertical Column Load (lbs):** 3591**le = (inches)** 184**kle/d = (k = 0.8)** 26.76**Fce = (psi)** 676.40**Fc' = (psi)** 601.38**Allowable Compression = (lbs)** 14884 >TVL**Cm (Fc) =** 0.91**Cm (Fb) =** 1**CF (Fb, Fc) =** 1**Ci (Fb, Fc) =** 0.85**Ci (E) =** 0.95**Cp =** Calculated**CL =** 1**LOAD CASE: DL+.5LL+WL****Total Wall Height (ft.) =** 16**Effective Length =** 16 (Knee Brace or 2nd Floor)**Wind Load Factor CD =** 1.6**WIND LOADS ON BUILDING - Middle Areas****Wind Load = p = λ I_w p_{s30}****p = Design Wind Pressure, PSF****λ = Building Height & Exposure Adjust.** 1.00**I_w = Importance Factor** 1.00**p_{s30} = Wind Pressure, PSF =** 11.90 IBC Table 1609.6.2.1 (2)**p = (PSF)** 11.90 PSF**CALCULATIONS:****Load from 12" Overhang:** 420**Axial Load on Column (lbs):** 1470**Wall Load on Column (lbs):** 336**Tot. Vert. Column Load (lbs):** 2226**Allowable Compression = (lbs)** 15622**Moment at Base Column = (ft-lb)** 2284.80 27417.6 in-lb**fc = (psi)** 89.94**fb = M/Sx (psi)** 1208.49**Fb' = CD * Fb * Cm * CF * CL * Ci =** 2579.92**Interaction Formula =** 0.56 < 1.00 $(fc/Fc')^2 + (fb/((1-(fc/Fce))*Fb'))$ **Use Three Ply 4 1/2" x 5 1/2" Ohio Timberland Glue Lam SYP Treated Posts****le = (inches)** 184**kle/d = (k = 0.8)** 26.76**Fc* = CD * Fc * Cm * CF * Ci (psi)** 2394**Fce = (psi)** 676.40**Fc' = (psi)** 631.19

POST FOOTING SIZE & POST EMBEDMENT CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC

SPAN	28	WIND SPEED, MPH	90
EAVE HEIGHT	16	IBC EXPOSURE	B
BAY SPACE	10	LOAD DURATION FACTOR	1.333
ROOF DEAD LOAD =	5		
ROOF LIVE LOAD	30		
WALL DEAD LOAD, PSF	3.5		
Allowable Soil Bearing Pressure	2000 PSF	(CONSTANT TABLE 1804.2)	
Allow. Lateral Soil Bearing Pressure	150 PSF	2003 IBC TABLE 1804.2	

DETERMINE FOOTING AREA REQ'D

Load from 12" Overhang =	350	
Roof Load =	4900	Roof Load = Span/2 x Bay Space x (Roof Load + D. L.)
Wall Dead Load =	560	Wall Dead Load = Eave Height x Bay Spacing x Wall D.L.
Total Vertical Load =	5810	

Assumed Post Depth = (Feet)	3
Allowable Soil Bearing Pressure =	2000
Pier Area Req'd = (Sq. Ft.)	2.91
Pier Diameter Req'd = (Feet)	1.92

DETERMINE POST EMBEDMENT DEPTH**WIND LOADS ON BUILDING - Middle Areas**

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Bldg Height & Exposure Adjust. Fact. = 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2)

p = (PSF) 11.90 PSF

Moment @ Post Base = $M_s = 1/8 \text{ Wind Load} \times \text{Bay Space} \times \text{Eave Height}^2$ (Ft. Lb.)

Moment @ Post Base = 3808.00 Ft-Lb

S = Allowable Lateral Bearing Pressure @ Surface =

150 Allow 1/2" Movement @ Ground Surface

= $2 \times \text{Duration Increase} \times (\text{Lateral Bearing} \times \text{Depth})$

IBC 1804.3.1

S = (PSF) 1199.7

Post Embedment Depth = $d = ((4.25 \times M_s) / (S \times PD))^{0.5}$ (Feet)

d = 2.65

Use 2' 0" Diameter x 3' 0" Deep Concrete Footing

CORNER POST FOOTING SIZE & POST EMBEDMENT CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC

SPAN	28	WIND SPEED, MPH	90
EAVE HEIGHT	16	IBC EXPOSURE	B
BAY SPACE	6	LOAD DURATION FACTOR	1.333
ROOF DEAD LOAD =	5		
ROOF LIVE LOAD	30		
WALL DEAD LOAD, PSF	3.5		
Allowable Soil Bearing Pressure	2000 PSF	(CONSTANT TABLE 1804.2)	
Allow. Lateral Soil Bearing Pressure	150 PSF	2003 IBC TABLE 1804.2	

DETERMINE FOOTING AREA REQ'D

Load from 12" Overhang =	790	
Roof Load =	2940	Roof Load = Span/2 x Bay Space x (Roof Load + D. L.)
Wall Dead Load =	336	Wall Dead Load = Eave Height x Bay Spacing x Wall D.L.
Total Vertical Load =	4066	

Assumed Post Depth = (Feet)	3
Allowable Soil Bearing Pressure =	2000
Pier Area Req'd = (Sq. Ft.)	2.03
Pier Diameter Req'd = (Feet)	1.61

DETERMINE POST EMBEDMENT DEPTH**WIND LOADS ON BUILDING - Middle Areas**

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Bldg Height & Exposure Adjust. Fact. = 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2)

p = (PSF) 11.90 PSF

Moment @ Post Base = $M_s = 1/8 \text{ Wind Load} \times \text{Bay Space} \times \text{Eave Height}^2$ (Ft. Lb.)

Moment @ Post Base = 2284.80 Ft-Lb

S = Allowable Lateral Bearing Pressure @ Surface =

150 Allow 1/2" Movement @ Ground Surface

= $2 \times \text{Duration Increase} \times (\text{Lateral Bearing} \times \text{Depth})$

IBC 1804.3.1

S = (PSF) 1199.7

Post Embedment Depth = $d = ((4.25 \times M_s) / (S \times PD))^{0.5}$ (Feet)

d = 2.24

Use 1' 8" Diameter x 3' 0" Deep Concrete Footing

ENDWALL POST CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC

POST WIDTH = (inches)	4.5	End Bay Spacing =	14
POST DEPTH = (inches)	5.5	A = (sq in)	24.75
Fb = (psi)	1897	Endwall Post Spacing =	14.5
Fc = (psi)	1750	Dead Load =	5
E = (psi)	1700000	Live Load =	0
E' = Ci * E = (psi)	1445000	Load Factor =	1.15
Fc' = CD * Fc * Cm * CF * Ci (psi)	2023.67	c =	0.8
		Kce =	0.3
		Post Section Modulus	22.69
		Post Grade =	OTP SYP #2
Load Case:		Endwall Post Height =	16
Dead Load + Live Load =	5	Bldg. Eave Height =	16
Wall Dead Load =	3.5		

Posts are braced @ building eave height by longitudinal truss bracing - Gable end trusses support live loads

CALCULATIONS:

Axial Load on Column (lbs):	508	Cm (Fc) =	0.91
Wall Load on Column (lbs):	812	Cm (Fb) =	1
Tot. Vert. Column Load (lbs):	1320	CF (Fb, Fc) =	1.3
le = (inches)	192	Ci (Fb, Fc)	0.85
kle/d = (k = 0.8)	27.93	Ci (E) =	0.95
Fce = (psi)	555.82	Cp =	Calculated
Fc' = (psi)	519.87	CL =	1
Allowable Compression = (lbs)	12867 > TVL	Cr =	1.15

LOAD CASE: DL+.5LL+WL**Wind Load Factor C_D =** 1.6**WIND LOADS ON BUILDING - Middle Areas**Wind Load = $p = \lambda I_w p_{s30}$ p = Design Wind Pressure, PSF λ = Building Height & Exposure Adjust. Factor = 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2) p = (PSF) 11.90 PSF**CALCULATIONS:**

		le = (inches)	192
Axial Load on Column (lbs):	508	kle/d = (k = 0.8)	27.93
Wall Load on Column (lbs):	784	Fc' = CD * Fc * Cm * CF * Ci (psi)	2815.54
Tot. Vert. Column Load (lbs):	1292	Fce = (psi)	555.82
Allowable Compression = (lbs)	13145	Fc' = CD * Fc * Cm * CF * Ci (psi)	531.12
Moment in Column: (in-lb)	66259	$M = (wl_2^3 + wl_1^3) / 8(wl_2 + wl_1)$	
fc = (psi)	52.18		
fb = (psi)	2920.52		
Fb' = CD * Fb * Cm * CF * Ci * CL, psi	3353.90		
Interaction Formula =	0.97 < 1.00	$(fc/Fc')^2 + (fb / ((1 - (fc/Fce)) * Fb))$	

Use Three Ply 4 1/2" x 5 1/2" Ohio Timberland SYP #2 Laminated Treated Posts

ENDWALL POST FOOTING SIZE & POST EMBEDMENT CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC

BUILDING SPAN	28	WIND SPEED, MPH	85
EAVE HEIGHT	16	IBC EXPOSURE	B
END BAY SPACING	14		
ENDWALL POST SPACING =	14	LOAD DURATION FACTOR	1.333
ENDWALL POST TOTAL HEIGHT =	16		
ROOF DEAD LOAD =	5		
ROOF LIVE LOAD	0	ALLOW 1/2" MOVEMENT	
WALL DEAD LOAD, PSF	3.5		
ALLOW. SOIL			
BEARING PRESSURE, PSF	2000	IBC TABLE 1804.2	
LATERAL BEARING PRESSURE	150	IBC TABLE 1804.2	

DETERMINE FOOTING AREA REQ'D

Roof Load =	490	Roof Load = Span/2 x Bay Space x (Roof Load + D. L.)
Wall Dead Load =	784	Wall Dead Load = Eave Height x Bay Spacing x Wall D.L.
Total Vertical Load =	1274	

Assumed Post Depth = (Feet)	3
Working Soil Bearing Pressure =	2000
Pier Area Req'd = (Sq. Ft.)	0.64
Pier Diameter Req'd = (Feet)	1.67

DETERMINE POST EMBEDMENT DEPTH**WIND LOADS ON BUILDING - Middle Areas**

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

 λ = Building Height & Exposure Adjust. Factor = 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2)

p = (PSF) 11.90 PSF

Duration Increase = 1.33 PSF/Foot

Moment @ Post Base $M = wl^2/8$ IBC 1804.3.1

Moment @ Post Base = 5331.20 ft-lb

S = Allow. Lateral Bearing Pressure @ Surface = 150 PSF

= 2 * Duration Increase * Lateral Bearing Pressure * Depth

S = (PSF) 1197.00

Post Embedment Depth = $d = ((4.25 \times M_g) / (S_3 \times PD))^{0.5}$

d = 3.37

Use 1' 8" Diameter x 3' 6" Deep Concrete Footing

INTERIOR RAFTER DESIGN CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC

RAFTER DESIGN CALCULATIONS

Post Spacing = 14
 Span = 28
 Building Length = 42
 Wall Height = 16
 Roof Pitch = 4
 Dead Load = 5
 Live Load = 30
 Load Factor = Snow Load) 1.15 Cd
 Lumber Grade = DF-L #2 Fb = (psi) 900
 Fv = (psi) 180
 E = (psi) 1600000

Purlin Size	Width, b	Depth, d	Size Factor CF
2" x 6"	1.5	5.5	1.3
2" x 8"	1.5	7.25	1.2
2" x 10"	1.5	9.25	1.1
2" x 12"	1.5	11.25	1.0

Rafter Span (Ft.) = 13.375

Load on Rafter = 245.00 PLF
 Total Load on Rafter = 245.00 PLF
 Moment (in-lb) = 65742 $1/8wl^2$
 Sx Req'd (in³) = 63.52 $M/Cd \cdot FbCrCF$
 Sx Furnished = 63.28 $(bd^2)/6$ Okay - Only 0.3% over
 fv = (psi) 66.28 $3V/Cd2bdCH$ < 180 psi
 Deflection = (in) 0.310
 l/240 = (in) 0.669 > Deflection

Use Two 2" x 12" DF-L #2 Gable End Rafters

POST CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures, LLC

Center Post

POST WIDTH = (inches) 4.5**POST DEPTH = (inches)** 7.25**Fb = (psi)** 1897**Fc = (psi)** 1760**E =** 1700000**E' = Ci * E = (psi)** 1615000**Fc* = CD * Fc * Cm * CF * Ci (psi)** 1565.56**Load Case:****Dead Load + Live Load =** 35**Wall Dead Load =** 0**Bay Spacing =** 15**A = (sq in)** 32.625**Section Modulus of Post = (in³)** 39.42**Span =** 28**Dead Load =** 5**Live Load =** 30**Load Factor CD =** 1.15**Kce =** 0.3**c =** 0.8**Post Grade =** OTP-SYP**Wall Height =** 16**CALCULATIONS:**

Axial Load on Column (lbs): 7350

Wall Load on Column (lbs): 0

Total Vertical Column Load (lbs): 7350

le = (inches) 184

kle/d = (k = 0.8) 32.71

Fce = (psi) 452.80

Fc' = (psi) 421.70

Allowable Compression = (lbs) 13758 > TVL

Cm (Fc) = 0.91

Cm (Fb) = 1

CF (Fb, Fc) = 1

Ci (Fb, Fc) = 0.85

Ci (E) = 0.95

Cp = Calculated

CL = 1

LOAD CASE: DL+.5LL+WL**Total Wall Height (ft.) =** 20.66**Effective Length =** 16 (Knee Brace or 2nd Floor)**Wind Load Factor CD =** 1.6**WIND LOADS ON BUILDING - Middle Areas**Wind Load = $p = \lambda I_w p_{s30}$ p = Design Wind Pressure, PSF λ = Building Height & Exposure Adjust. 1.00 I_w = Importance Factor 1.00 p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2) p = (PSF) 5.00 PSF**CALCULATIONS:**

Axial Load on Column (lbs): 4200

Wall Load on Column (lbs): 0

Tot. Vert. Column Load (lbs): 4200

Allowable Compression = (lbs) 14147

Moment at Base Column = (ft-lb) 4001.58 48019.005 in-lb

fc = (psi) 128.74

fb = M/Sx (psi) 1218.08

Fb' = $CD * Fb * Cm * CF * CL * Ci$ = 2579.92Interaction Formula = $0.75 > 1.00$ $(fc/Fc')^2 + (fb/((1-(fc/Fce))*Fb'))$ **Use Three Ply 4 1/2" x 7 1/4" Ohio Timberland Glue Lam SYP Treated Posts**

le = (inches) 184

kle/d = (k = 0.8) 32.71

Fc* = $CD * Fc * Cm * CF * Ci$ (psi) 2394

Fce = (psi) 452.80

Fc' = (psi) 433.61

POST FOOTING SIZE & POST EMBEDMENT CALCULATIONS**28' x 42' x 16' Post Frame Building for Ed Davis, Walla Walla, WA**

Alpine Custom Structures LLC	Center Post		
SPAN	28	WIND SPEED, MPH	90
EAVE HEIGHT	16	IBC EXPOSURE	B
BAY SPACE	15	LOAD DURATION FACTOR	1.333
ROOF DEAD LOAD =	5		
ROOF LIVE LOAD	30		
WALL DEAD LOAD, PSF	0		
Allowable Soil Bearing Pressure	2000 PSF	(CONSTANT TABLE 1804.2)	
Allow. Lateral Soil Bearing Pressure	150 PSF	2003 IBC TABLE 1804.2	

DETERMINE FOOTING AREA REQ'D

Roof Load =	7350	Roof Load = Span/2 x Bay Space x (Roof Load + D. L.)
Wall Dead Load =	0	Wall Dead Load = Eave Height x Bay Spacing x Wall D.L.
Total Vertical Load =	7350	

Assumed Post Depth = (Feet)	3
Allowable Soil Bearing Pressure =	2000
Pier Area Req'd = (Sq. Ft.)	3.68
Pier Diameter Req'd = (Feet)	2.16

DETERMINE POST EMBEDMENT DEPTH**WIND LOADS ON BUILDING - Middle Areas**

$$\text{Wind Load} = p = \lambda I_w p_{s30}$$

p = Design Wind Pressure, PSF

λ = Bldg Height & Exposure Adjust. Fact. = 1.00

I_w = Importance Factor = 1.00

p_{s30} = Wind Pressure, PSF = 11.90 IBC Table 1609.6.2.1 (2)

p = (PSF) = 5.00 PSF

Moment @ Post Base = $M_s = 1/8 \text{ Wind Load} \times \text{Bay Space} \times \text{Eave Height}^2$ (Ft. Lb.)

Moment @ Post Base = 2400.00 Ft-Lb

S = Allowable Lateral Bearing Pressure @ Surface = 150 Allow 1/2" Movement @ Ground Surface
 $= 2 \times \text{Duration Increase} \times (\text{Lateral Bearing} \times \text{Depth})$ IBC 1804.3.1

S = (PSF) = 1199.7

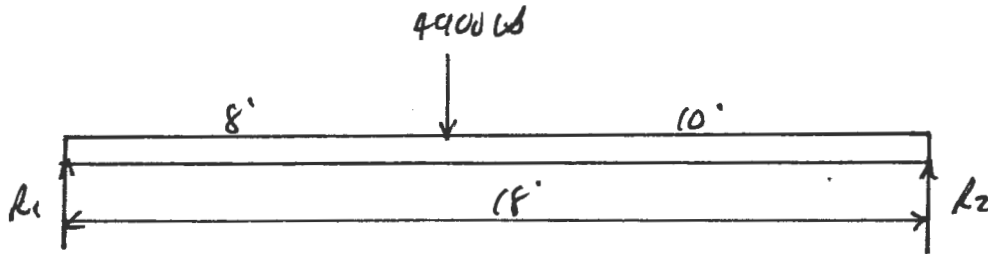
Post Embedment Depth = $d = ((4.25 \times M_s) / (S \times PD))^{0.5}$ (Feet)

d = 1.98

Use 2' 2" Diameter x 3' 0" Deep Concrete Footing

DESIGN RIDGE BEAM

$$\text{LOAD ON RIDGE BEAM} = (28/2)(10)(5+30) = 4900 \text{ LB}$$



$$R_1 = \frac{Pb}{l} = \frac{4900(10)}{18} = 2722 \text{ LB}$$

$$R_2 = \frac{Pa}{l} = \frac{4900(8)}{18} = 2178 \text{ LB}$$

$$\text{MOMENT} = \frac{Pab}{l} = \frac{4900(96)(120)}{216} = 261334 \text{ IN-LB}$$

THE GLUE LAM BEAM 5'8" x 12" 24F-V4, DF/DF

$$\text{SECTION: } \frac{M}{C D F_b C_p} = \frac{261334}{1.15(2400)(1.0)} = 94.69 \text{ IN}^3$$

$$S_{\text{FORM}} = \frac{bd^2}{6} = \frac{5.125(12)^2}{6} = 123.00 \text{ IN}^3 > 94.69 \text{ IN}^3 \text{ OK}$$

$$f_v = \frac{3V}{C D 2bd} = \frac{3(2722)}{1.15(2)(5.125)(12)} = 57.73 \text{ PSI} < 190 \text{ PSI OK}$$

$$\Delta_{\text{MAX}} = \frac{Pab(a+b) \sqrt{3a(a+b)}}{27 E I l}$$

$$= \frac{4900(96)(120)(96+2(120)) \sqrt{3(96)(96+2(120))}}{27(1600000)(738)(216)} = 0.857 \text{ INCHES}$$

$$l/240 = 216/240 = 0.900 \text{ INCHES} > 0.857 \text{ INCHES OK}$$

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Suite #001
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-1892

Attachment W

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

08/05/02
Date

08/05/02
Date

Julie A. Harrison
Signature of Owner, Contractor, or Authorized Agent

HICKASON Bldg
Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020321 8/05/02 Page 2

Valuation Factors	Group	Type	Sq.Ft	Value
SEASONAL CABIN - NEW	RIII	VN	1104	16580

Fee Items	Qty	Fee
VALUATION	1	279.25
STATE BUILDING SURCHARGE	1	4.50

Payment Receipt Information

Building Permit	283.75		
Total	283.75		
Paid	283.75	CK 9483	8/05/02 C HARRISON
Due			

WALLA WALLA COUNTY BUILDING DIVISION**310 W. Poplar, Suite #001****Walla Walla, Washington 99362****(509) 527-3285 FAX (509) 527-1892**

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08/05/02

Date

Signature of Owner, Contractor, or Authorized Agent

08/05/02

Date

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020321 8/05/02 Page 2

<u>Valuation Factors</u>	<u>Group</u>	<u>Type</u>	<u>Sq.Ft</u>	<u>Value</u>
SEASONAL CABIN - NEW	RIII	VN	1104	16580

<u>Fee Items</u>	<u>Qty</u>	<u>Fee</u>
VALUATION	1	279.25
STATE BUILDING SURCHARGE	1	4.50

Payment Receipt Information

Building Permit 283.75

Total 283.75

Paid 283.75 CK 9483

8/05/02 C HARRISON

Due

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Suite #001

Walla Walla, Washington 99362

(509) 527-3285 FAX (509) 527-1892

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NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

08/05/02

Date

Julie A. Harrison

Signature of Owner, Contractor, or Authorized Agent

08/05/02

Date

NICKALSON BY IK

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020321 8/05/02 Page 1

General Application Information

Owner: HARRISON, CHARLES & JULIE
1705 ROAD 68
PASCO, WA 99301

Phone:

Contact: CHARLES HARRISON
Site Address: 10289 LEWIS PEAK RD
WAITSBURG, WA
Permit Use: CABIN

Phone:

Parcel No: 38-07-24-23-0003

Lot: Block: Subdivision:
Sq.Ft: Acres:

Zone: LU LAND UNCLASSIFIED

Area:

Setbacks	Front	Back	Left	Right
Required:	30		10	10
Actual:	180		125	10

Comments:

Permit Review Information

Department: PUBLIC WORKS

DRIVEWAY PERMIT

Permit: 02-085 By M ROWE

Department: PLANNING

ZONING

Permit: By J MALAND

Building Permit Information

NEW CONSTRUCTION

WATER - N/A

SEWER - N/A

Contractor: OWNER

HARRISON, CHARLES & JULIE
1705 ROAD 68
PASCO, WA 99301

Phone:

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Suite #001

Walla Walla, Washington 99362

(509) 527-3285 FAX (509) 527-1892

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

08/05/02

Date

Julie A. Harrison

Signature of Owner, Contractor, or Authorized Agent

08/05/02

Date

NICKALSON BY IK

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020321 8/05/02 Page 1

General Application Information

Owner: HARRISON, CHARLES & JULIE
1705 ROAD 68
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Phone:

Contact: CHARLES HARRISON
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WAITSBURG, WA

Phone:

Parcel No: 38-07-24-23-0003

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DRIVEWAY PERMIT

Permit: 02-085

By M ROWE

Department: PLANNING

ZONING

Permit:

By J MALAND

Building Permit Information

NEW CONSTRUCTION

WATER - N/A

SEWER - N/A

Contractor: OWNER

HARRISON, CHARLES & JULIE

1705 ROAD 68

Phone:

PASCO, WA 99301

**BUILDING PERMIT APPLICATION
FOR WALLA WALLA COUNTY**

310 W Poplar, Suite 001 Walla Walla, WA 99362
Phone 509-527-3285 FAX 509-527-1892

****THIS FORM MUST BE FILLED OUT COMPLETELY****

APPLICATION WILL NOT BE ACCEPTED WITHOUT TWO SETS OF BUILDING PLANS AND ANY OTHER FORMS REQUIRED FOR YOUR PROJECT. IF YOU HAVE QUESTIONS ABOUT WHAT FORMS ARE REQUIRED, PLEASE CONTACT THE BUILDING DEPARTMENT.

PERSON TAKING OUT PERMIT: CONTRACTOR () OWNER (✓) OTHER ()

TYPE OF PROJECT (Residence, Addition, Pole Bldg): CABIN PRIVATE USE () COMMERCIAL USE ()

TAX PARCEL #: 30-07-24-23-0003 (This is the number from your tax statement available from the County Assessors Office)

OWNER: CHARLES & JULIE HARRISON PHONE: 509-545-8262

MAILING ADDRESS: 1705 RD 68 CITY: PACLO STATE: WA ZIP: 99301

APPLIED FOR AN ADDRESS: YES () NO (✓) IF NO, PLEASE FILL OUT THE REQUEST FOR ADDRESS APPLICATION

SITE ADDRESS: 10289 LEWIS PEAK CITY: WATSHURST STATE: _____ ZIP: _____

CONTRACTOR: OWNER

WA STATE CONTRACTOR'S LICENSE #: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

MOBILE HOME PLACEMENT SINGLEWIDE () DOUBLEWIDE () TRIPLEWIDE ()

IS THIS REPLACING AN EXISTING MOBILE HOME? YES () NO ()

YEAR: _____ DIMENSIONS: _____ MAKE: _____ # OF BEDROOMS: _____ # OF BATHROOMS: _____

WA STATE MOBILE HOME INSTALLER'S NAME: _____ CERTIFICATE #: _____

THE FOLLOWING SECTION TO BE FILLED OUT BY APPROPRIATE JURISDICTION

IF APPLICABLE, YOU MUST RECEIVE THE FOLLOWING PERMITS PRIOR TO BUILDING PERMIT ISSUANCE.

SEPTIC TANK PERMIT #:	<u>N/A</u>	HEALTH DEPT, 310 W POPLAR, 527-3290
WATER AVAILABILITY #:	<u>N/A</u>	HEALTH DEPT, 310 W POPLAR, 527-3290
CITY WATER:	<u>N/A</u>	CITY OF WALLA WALLA, 55 MOORE, 527-4386
CITY SEWER:	<u>N/A</u>	CITY OF WALLA WALLA, 55 MOORE, 527-4386
TOUCHET SEWER:	<u>N/A</u>	TOUCHET, 394-2660
ADDRESS:	<u>Barb Ogle</u>	ADDRESSING, 310 W POPLAR, 527-9277
DRIVEWAY PERMIT #:	<u>02-085</u>	PUBLIC WORKS, 900 NAVION LANE, 527-3241
ZONING APPROVAL:	<u>RR JPM 1/1/02</u>	PLANNING, 310 W POPLAR, 527-3285

THE ABOVE INFORMATION, ATTACHED SITE PLAN AND PLANS RELATING TO THE STRUCTURE FOR WHICH THIS APPLICATION IS SUBMITTED IS CORRECT AND AN ACCURATE REPRESENTATION OF THIS PROJECT.

SIGNED: Julie D. Harrison DATE: 6-7-02

APPLICATION RECEIVED BY: Kurt Scherger DATE: 06/07/02

ZONE: RR (UL) REQUIRED: F 30 S 10 R - ACTUAL: F 180 L 125 R - B -
 LEGAL LOT: YES X NO - FLOODPLAIN YES - NO X
 ALLOWED USE: YES X NO - PRKG/LDSCP REQ YES - NO X
 SETBACKS: OK X WILDFIRE HANDOUT YES X NO -
 HEIGHT: OK X AG STATEMENT YES X NO -
 LOT COVERAGE: OK X MINERAL STATEMENT YES - NO X
 PLAT CONDITIONS: YES X NO X
 ROAD IMPROVEMENTS: YES - NO X
 SEPA # - N/A - DETERMINATION -
 CAP # - N/A - DETERMINATION -
 DOCKET # - NOTICE OF APPLICATION DONE: YES - NO -
 NOTES/CONDITIONS:

PERMIT INFORMATION

OCCUPANCY: R-3 CONSTRUCTION: U-N AREA: 1104 SQ FT: - @: - = -
 OCCUPANCY: - CONSTRUCTION: - AREA: - SQ FT: - @: - = -
 OCCUPANCY: - CONSTRUCTION: - AREA: - SQ FT: - @: - = -
 OCCUPANCY: - CONSTRUCTION: - AREA: - SQ FT: - @: - = -

TOTAL VALUATION:

720 sq living @ 20²⁵ = 14,580⁰⁰
 384 sq deck → 2,000
 16,580 valuation

PERMIT FEE: 279²⁵
 PLUMBING PERMIT FEE: -
 MECHANICAL PERMIT FEE: -
 PLAN REVIEW: -
 STATE SURCHARGE: 4⁵⁰
 TOTAL PERMIT FEE: 283⁷⁵

PLAN REVIEWER: N

BUILDING DEPT NOTES:

BUILDING PERMIT APPLICATION

****This form must be filled out completely****

Applications will not be accepted without two sets of building plans and any other forms required for your project. If you have questions about what forms are required, please contact the building department.

PERSON TAKING OUT PERMIT: Contractor () Owner (X) Agent ()

TYPE OF BUILDING (residence, reroof, addition, etc): CABIN

Private Use: X Commercial Use: _____

USE OF BUILDING: RECREATION / SEASONAL

OWNER: CHARLES & JULIE HARRISON HOME PHONE: 509-545-8262

MAILING ADDRESS: 1705 RD 68 WORK PHONE: 541-564-3629

CITY: PASCO STATE: WA ZIP: 99308

TAX PARCEL NUMBER: 38-07-24-23-00-03-00

(This is the parcel number from your tax statement)

SITE ADDRESS: _____ ROAD NAME: LEWIS PEAK RD

CITY: _____ STATE: WA ZIP: _____

CONTRACTOR: _____ PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

WA STATE CONTRACTOR'S LICENSE #: _____ EXP. DATE: _____

MOBILE HOME PLACEMENT

MAKE: _____ DIMENSIONS: _____ YEAR: _____ (Attach inspection report from Labor & Industries if built prior to 6/15/76).

No. of Bedrooms _____ No. of Bathrooms _____ Is this replacing an existing mobile home? Yes () No ()

WA State Mobile Home Installer's Certificate # _____ Name: _____

A WA State mobile home installer's certificate number is required by any contractor working on the footings or setup of the mobile home.

THE ABOVE INFORMATION, AND ATTACHED SITE PLAN AND PLANS RELATING TO THE STRUCTURE FOR WHICH THIS APPLICATION IS SUBMITTED IS CORRECT AND AN ACCURATE REPRESENTATION OF THIS PROJECT.

SIGNED: Julie Harrison DATE: 6-7-02

Signature of Owner (X) Contractor () Other ()

THE FOLLOWING SECTION TO BE FILLED OUT BY APPROPRIATE JURISDICTION

YOU MUST APPLY FOR AND/OR RECEIVE THESE SIGN-OFFS, IF REQUIRED FOR YOUR TYPE OF PROJECT, BEFORE APPLICATION WILL BE ACCEPTED

Septic Tank Permit # _____	County Health Dept., 310 W. Poplar, 527-3290
Water Availability # _____	County Health Dept., 310 W. Poplar, 527-3290
	(Except when water service is provided by City of Walla Walla then:
City Water Connection _____	City of Walla Walla, 3rd & Rose, 527-4386)
City Sewer Connection _____	City of Walla Walla, 3rd & Rose, 527-4386
Touchet Sewer _____	Touchet 394-2349
Driveway Permit # _____	County Public Works, 527-3241/ DOT 509-575-2141
Zoning Approval _____	County Planning Dept., 310 W. Poplar, 527-3285

Application Received by: _____ Date: _____

Application Complete? Yes () No () If no, explain _____

FOR QUESTIONS OR INFORMATION, PLEASE CONTACT REGIONAL PLANNING AT 310 W. POPLAR, SUITE 001, WALLA WALLA - 527-3285. FAX #527-1892

FOR OFFICE USE ONLY - DO NOT WRITE ON THIS SIDE

ZONE: _____

LEGAL LOT:	YES _____ NO _____	CRITICAL AREA:	YES _____ NO _____
ALLOWED USE:	YES _____ NO _____	FLOODPLAIN:	YES _____ NO _____
SETBACKS:	OK _____	AG STATEMENT:	YES _____ NO _____
HEIGHT:	OK _____	MINERAL STATEMENT:	YES _____ NO _____
LOT COVERAGE:	OK _____		
PLAT CONDITIONS?:	YES _____ NO _____		
FIREFLOW REQ.?:	YES _____ NO _____		
PRKG/LDSCP. REQ.?:	YES _____ NO _____		
WILDFIRE HANDOUT?:	YES _____ NO _____		
SEPA:	N/A _____ DETERMINATION: _____		
	NOTICE OF APPLICATION DONE: YES _____ NO _____		

DOCKET #: _____

NOTES/CONDITIONS:

PERMIT INFORMATION

TOTAL AREA: _____

OCCUPANCY: _____	CONSTRUCTION: _____	SQ.FT: _____
OCCUPANCY: _____	CONSTRUCTION: _____	SQ.FT: _____
OCCUPANCY: _____	CONSTRUCTION: _____	SQ.FT: _____

VALUATION: _____ BUILDING PERMIT FEE: _____

PERMIT FEE: _____
PLUMBING PERMIT FEE: _____
MECHANICAL PERMIT FEE: _____
PLAN REVIEW: _____
STATE SURCHARGE: _____
TOTAL PERMIT FEE: _____

PLAN REVIEWER: _____

BUILDING DEPT. NOTES:

SITE PLAN CHECKLIST

To be attached to site plan included with building permit application

Property owner CHARLES & JULIE HARRISON

Property address and/or general location 10.1 miles up LEWIS PEAK Road

Street or road and nearest cross street _____

Size of parcel 9.93 ACRES

The following checklist is to assist you in the development of a site plan which provides the minimum information necessary for review of the building permit application. At a minimum, the site plan must show the following: Property boundaries and relationship to public road, north arrow, proposed building site and dimensions of each yard (front, 2 sides, rear). In addition, this form must be attached to your permit application. Please check the box "yes" if the statement applies to the property for which the building permit is applied for, or "no" if it does not apply. If the answer is "yes", the feature should be shown on the site plan submitted or an explanation of the situation should be given below.

- | <u>Yes</u> | <u>No</u> | |
|--|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any residential structures currently on the property? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are there any other buildings on the property? <u>OUTHOUSE</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there a stream or river on or within 100' of the building site? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any wetlands on or within 100' of the building site? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are there any slopes greater than 1:3 (30%) on or within 100' of the building site? |
| <input checked="" type="checkbox"/> <u>currently</u> | <input type="checkbox"/> | Is the driveway access to the building site shared by any other properties? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are there any easements on the property? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are there any high voltage transmission lines over the property? |

Explanation:

Harrison
Voc Cohen

PLOT PLAN

Submit 2 copies drawn to scale and indicate scale

Name Charles & Julie Harrison

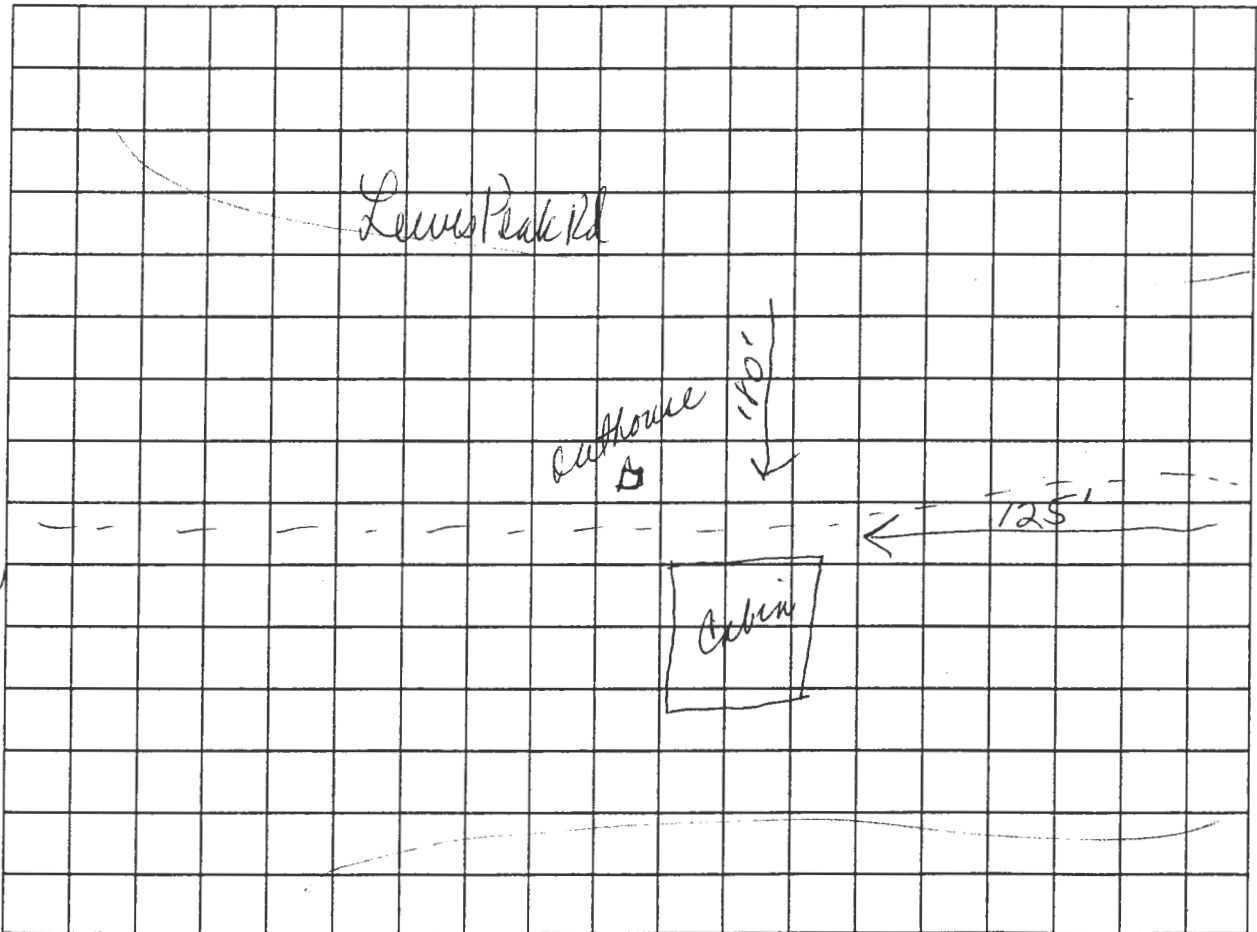
- This form need not be used when plot plans drawn to scale of not less than 1"=20' are filed with permit application (each building site must have a separate plot plan).
- For new building, provide the following information in the space below: (example on back of this sheet)

- north arrow
- lot lines and dimensions
- locations of all structures on lot and specify use
- distances from new structure to all lot lines in feet
- show street frontage
- location of septic tank and drainfield
- easements, if any
- driveways



Indicate north in circle

SCALE: Graph squares are _____



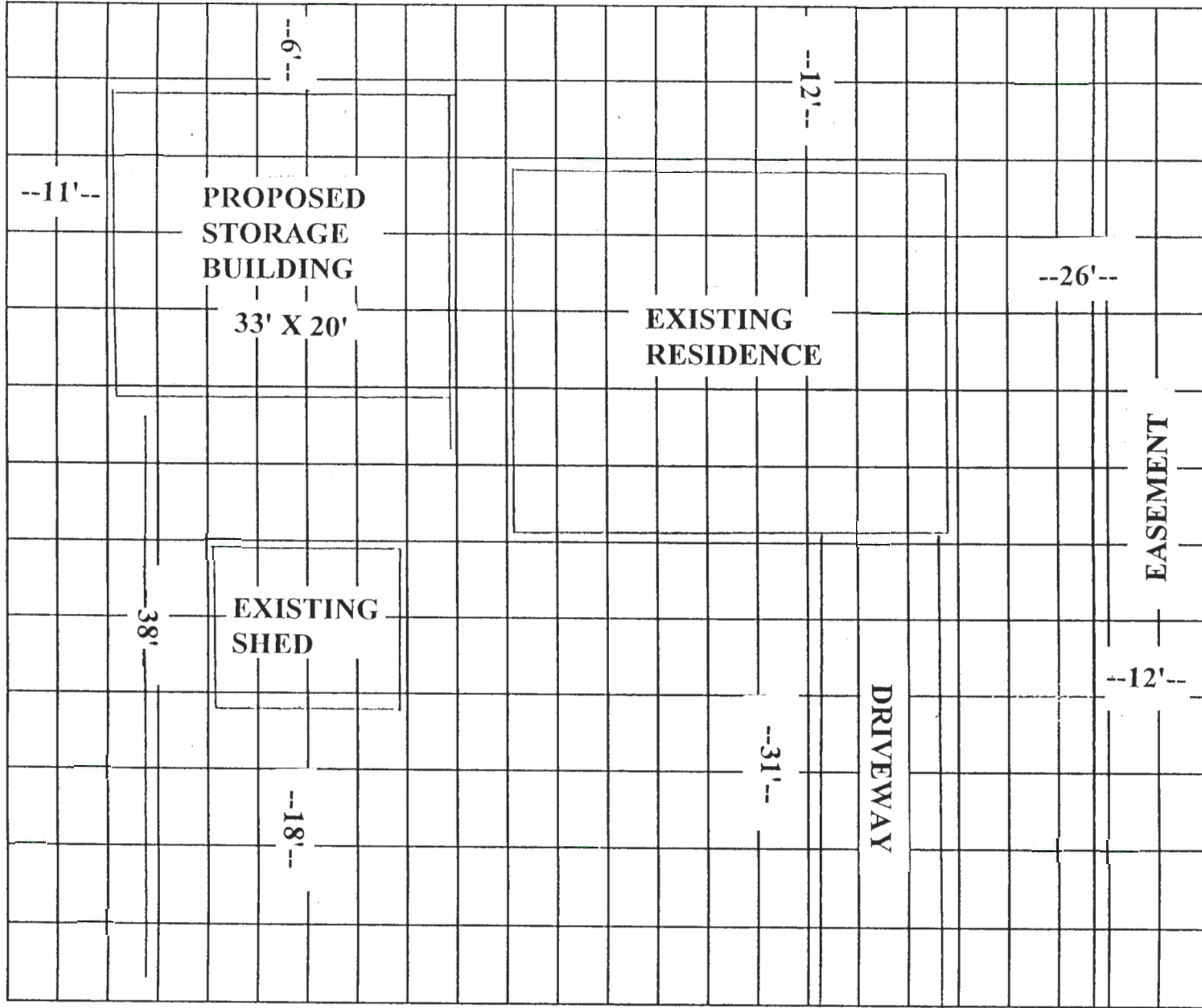
I/we certify that the proposed construction will conform to the dimensions and uses shown above and that no changes will be made without first obtaining approval.

Julie B. Harrison
SIGNATURE OF OWNER OF SITE & STRUCTURE



SCALE: Graph squares are 5'

--65'--



WHATEVER ROAD

EXAMPLE



Consultants, Inc.

Architects & Engineers
A Tetra Tech Company

6533.010

30 July 2002

Mr. & Mrs. Chuck Harrison
1705 Road 68
Pasco, Washington 99301

REF: CABIN LOCATED IN THE BLUE MOUNTAINS

Dear Mr. & Mrs. Harrison:

SCM Consultants, Inc. has reviewed the drawings of your cabin located in the Blue Mountains and found the structural system including the beams, joists and columns to be within the allowable stresses for those materials.

It has been reported that the soil in the area is a rocky soil and possibly bedrock at the footing level. The foundation design shown on your drawings dated 30 July 2002 will be adequate to support the loads from the structure.

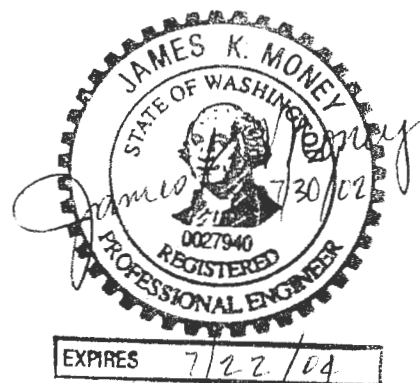
If you have any questions, please call.

Sincerely,

SCM CONSULTANTS, INC.

James K Money
James K. Money, P.E.
Principal Structural Engineer

cc: BG Schwan
MJ Brightman
File



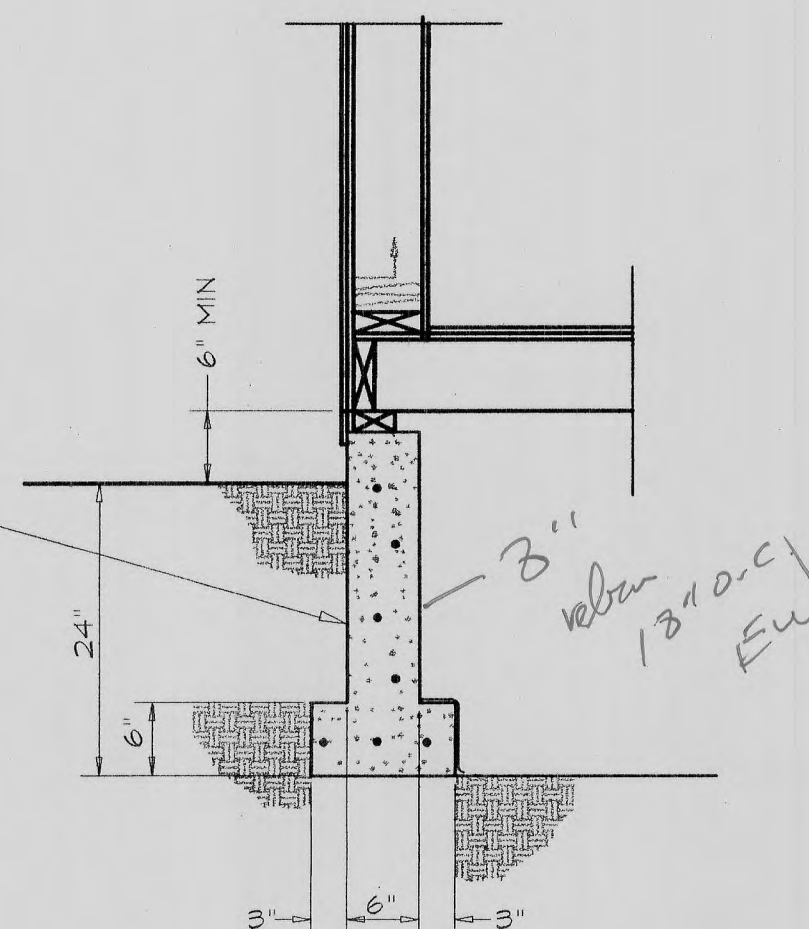
FOUNDATION NOTES

MUDSILL: 2 X 4 P.T.- W/ 1/2" X 10" ANCH
BOLTS - 12" O.C. & 12" MAX. FROM
CORNERS OR OPENINGS.

NOTE: ALL WOOD IN DIRECT CONTACT
WITH CONCRETE TO BE REDWOOD OR CEDAR
OR PRESSURE TREATED.

DEPTH: 24" MIN. BELOW FINISH GRADE

ALL WALL OPENINGS,
ON FIRM UNDISTURBED SOIL.



FOUNDATION DETAIL

SCALE: NONE

CONSTRUCTION NOTES

COMPLY WITH THESE CRITERIA EXCEPT WHERE AT VARIANCE
WITH LOCAL CODES OR REQUIREMENTS.

DESIGN LOADS

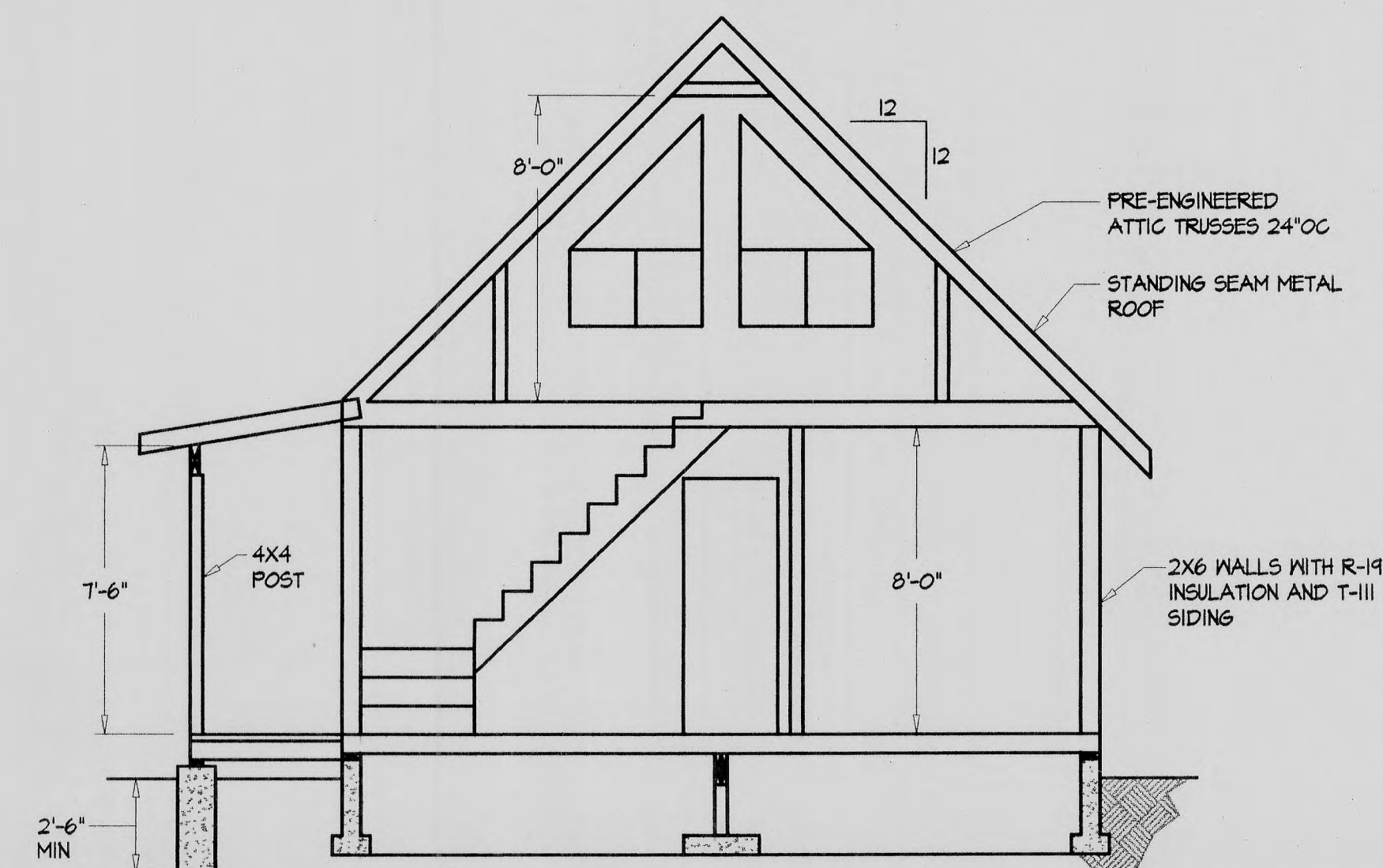
ROOF LOAD: 10# PER SQUARE FOOT (DEAD LOAD)
(+) 40# PER SQUARE FOOT (LIVE LOAD)

FLOOR LIVE LOAD:

GENERAL: 40# PER SQUARE FOOT

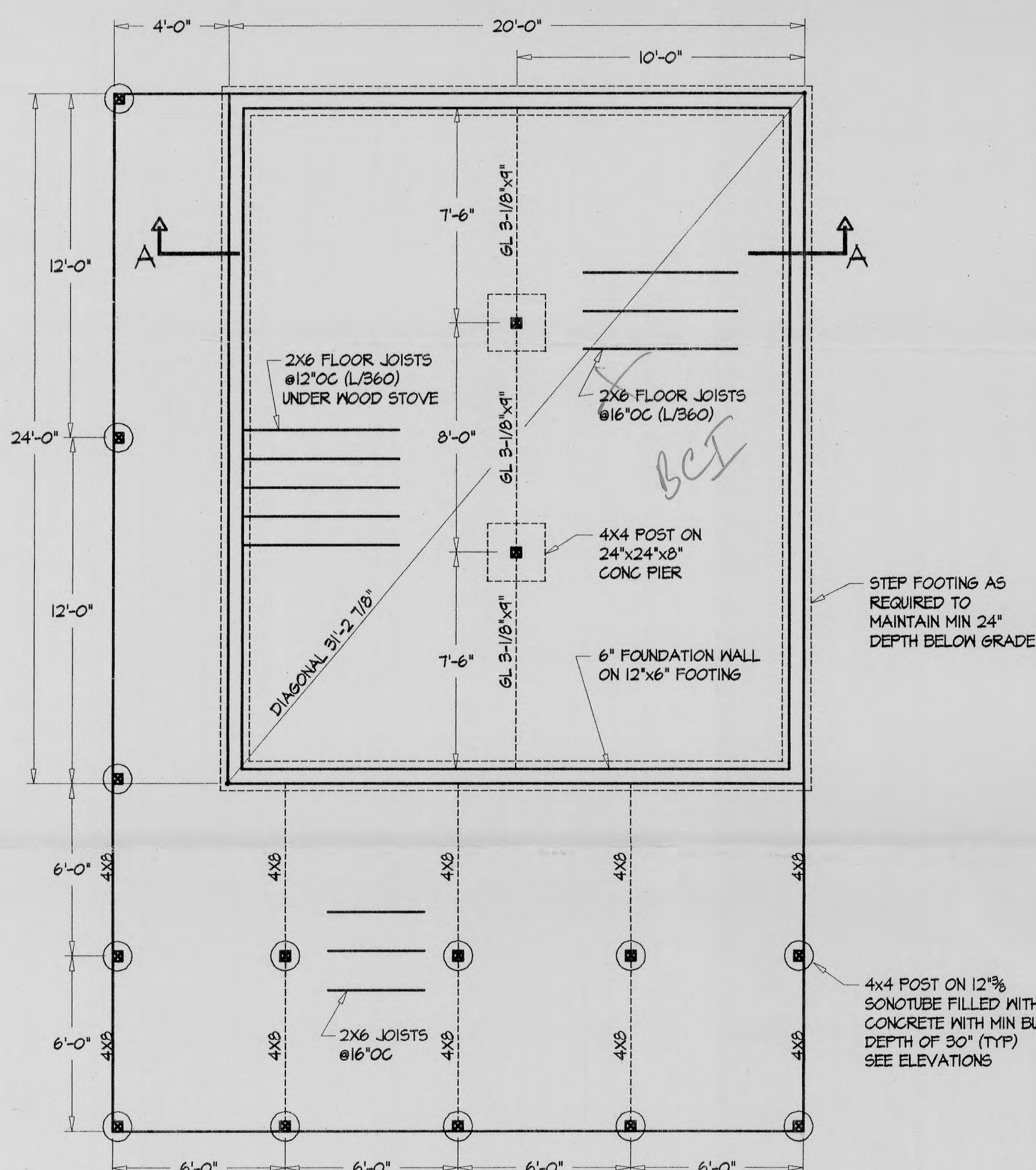
STAIRS: 100# PER SQUARE FOOT

DECKS: 60# PER SQUARE FOOT



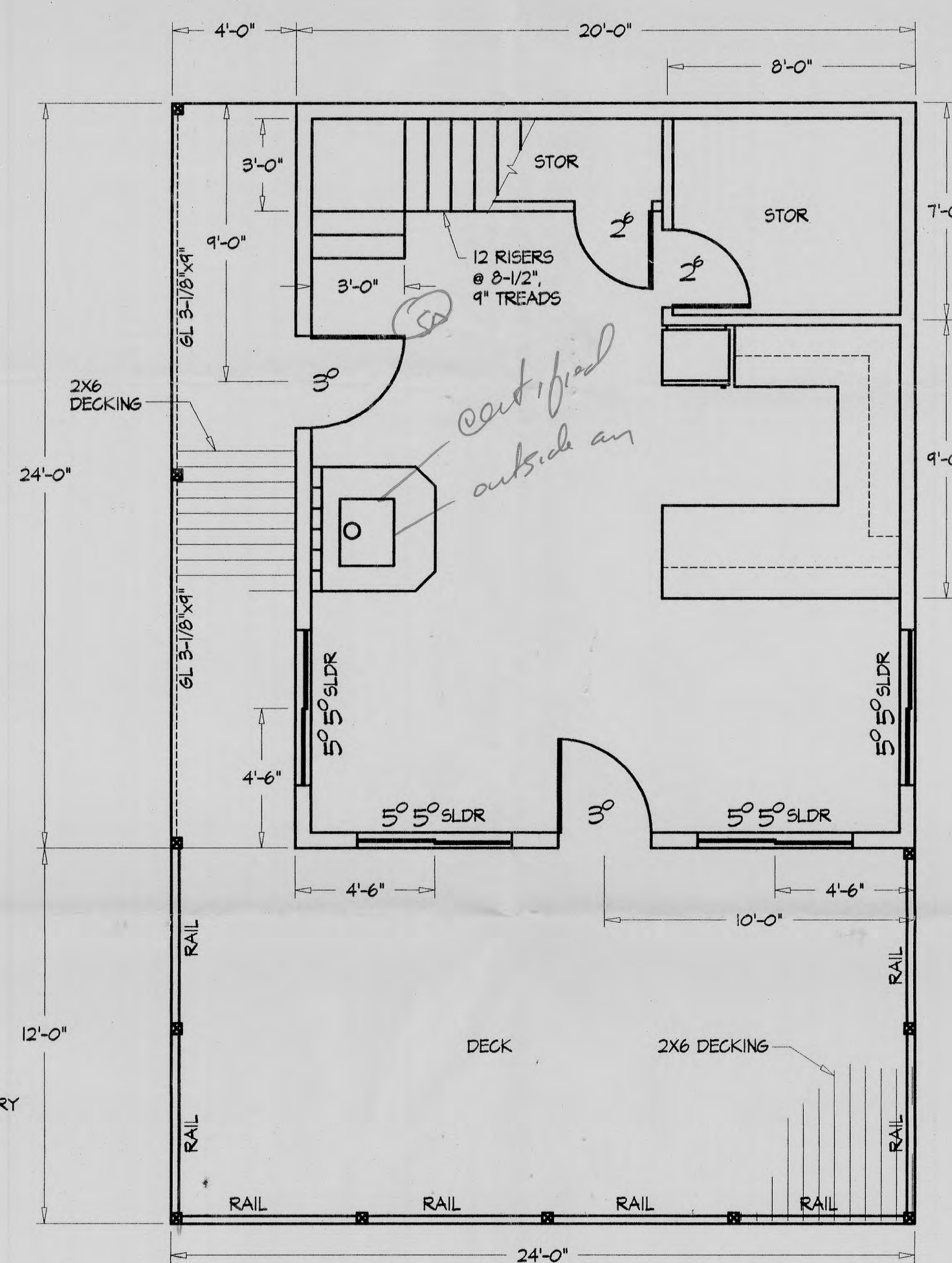
SECTION "A-A"

SCALE: 1/4"=1'-0"



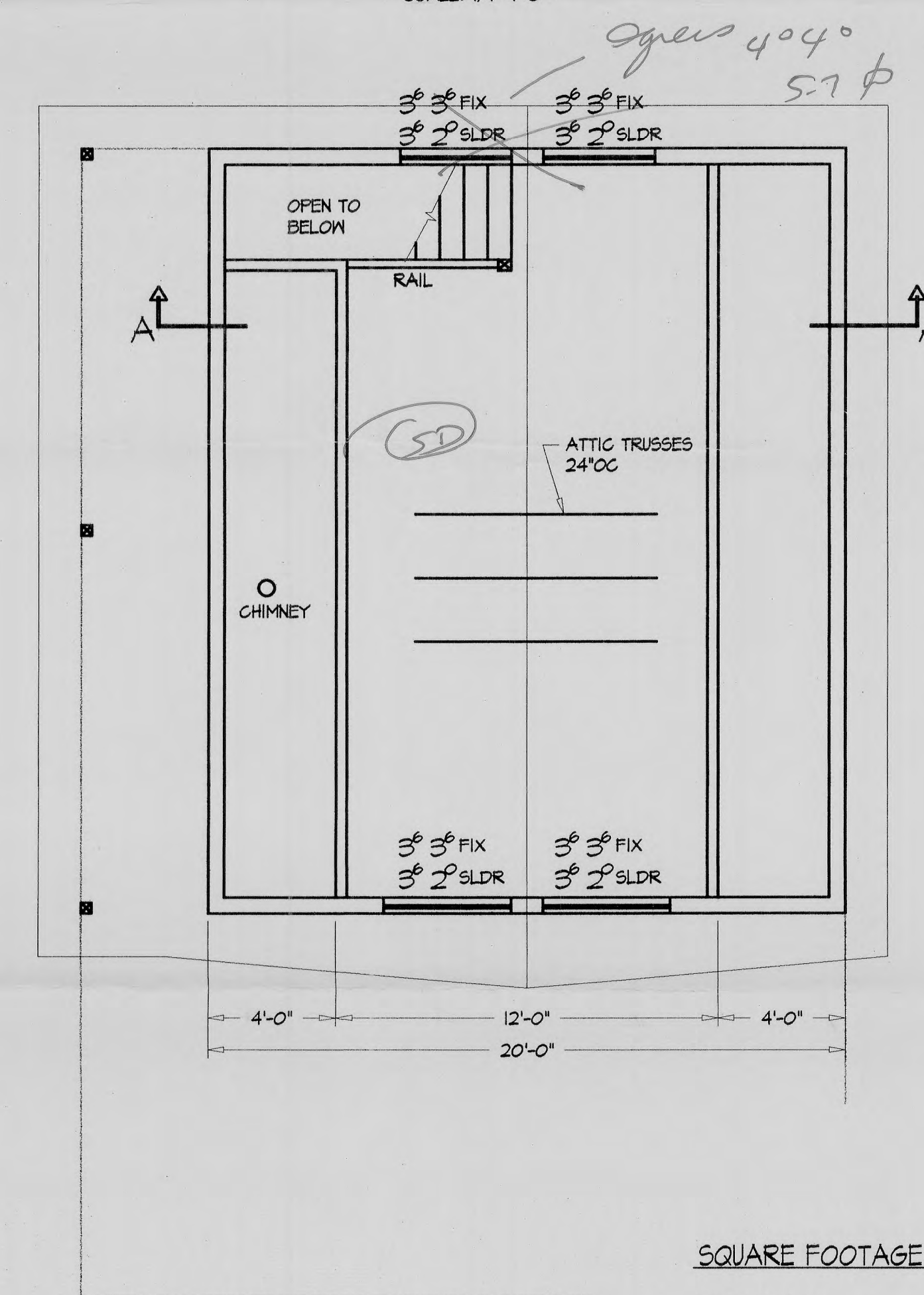
FOUNDATION PLAN

SCALE: 1/4"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

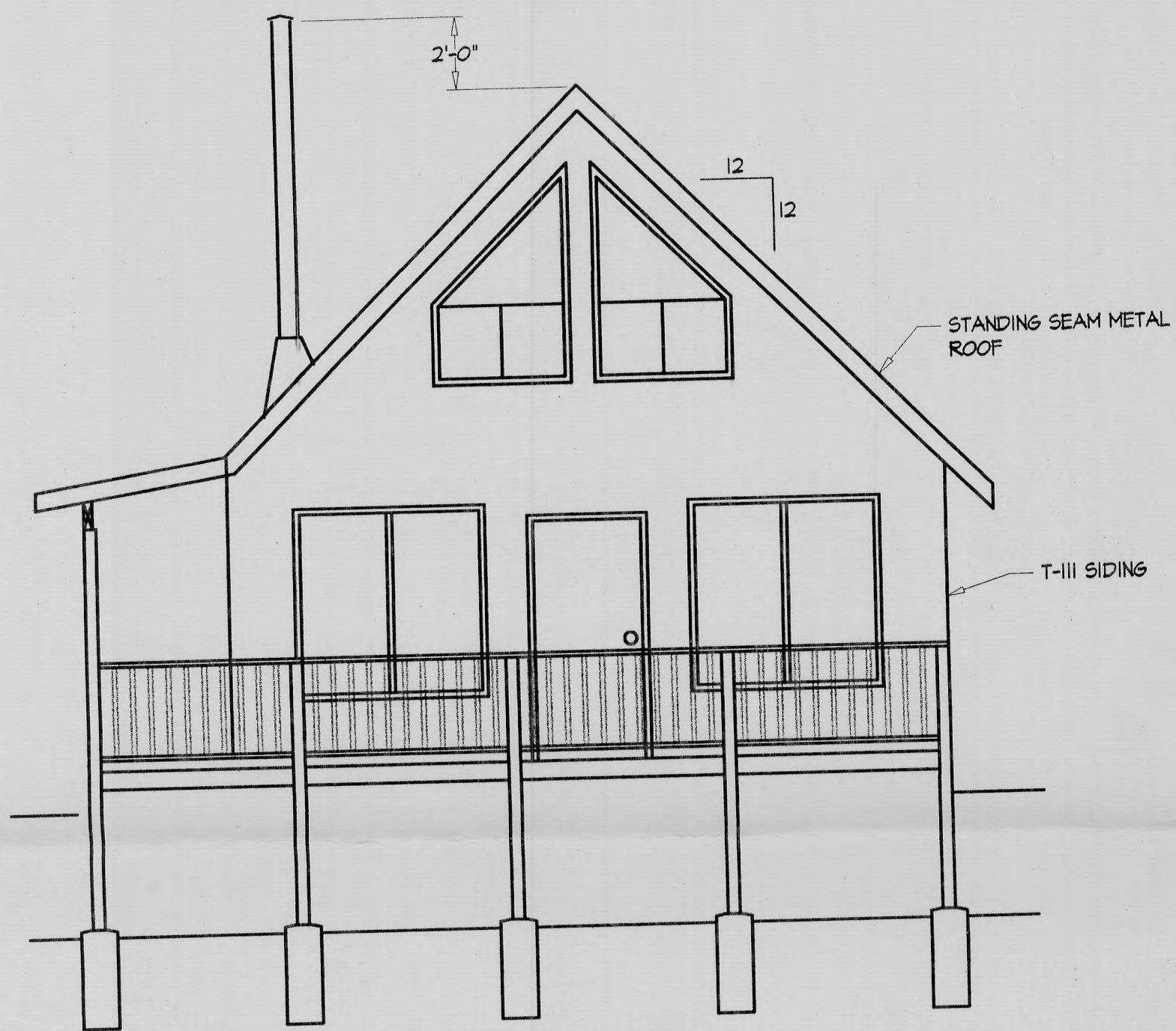
SQUARE FOOTAGE

FIRST FLOOR	480 SQ. FT.
SECOND FLOOR	240 SQ. FT.
TOTAL	120 SQ. FT.

A RESIDENCE FOR :
Mr. & Mrs. Chuck Harrison

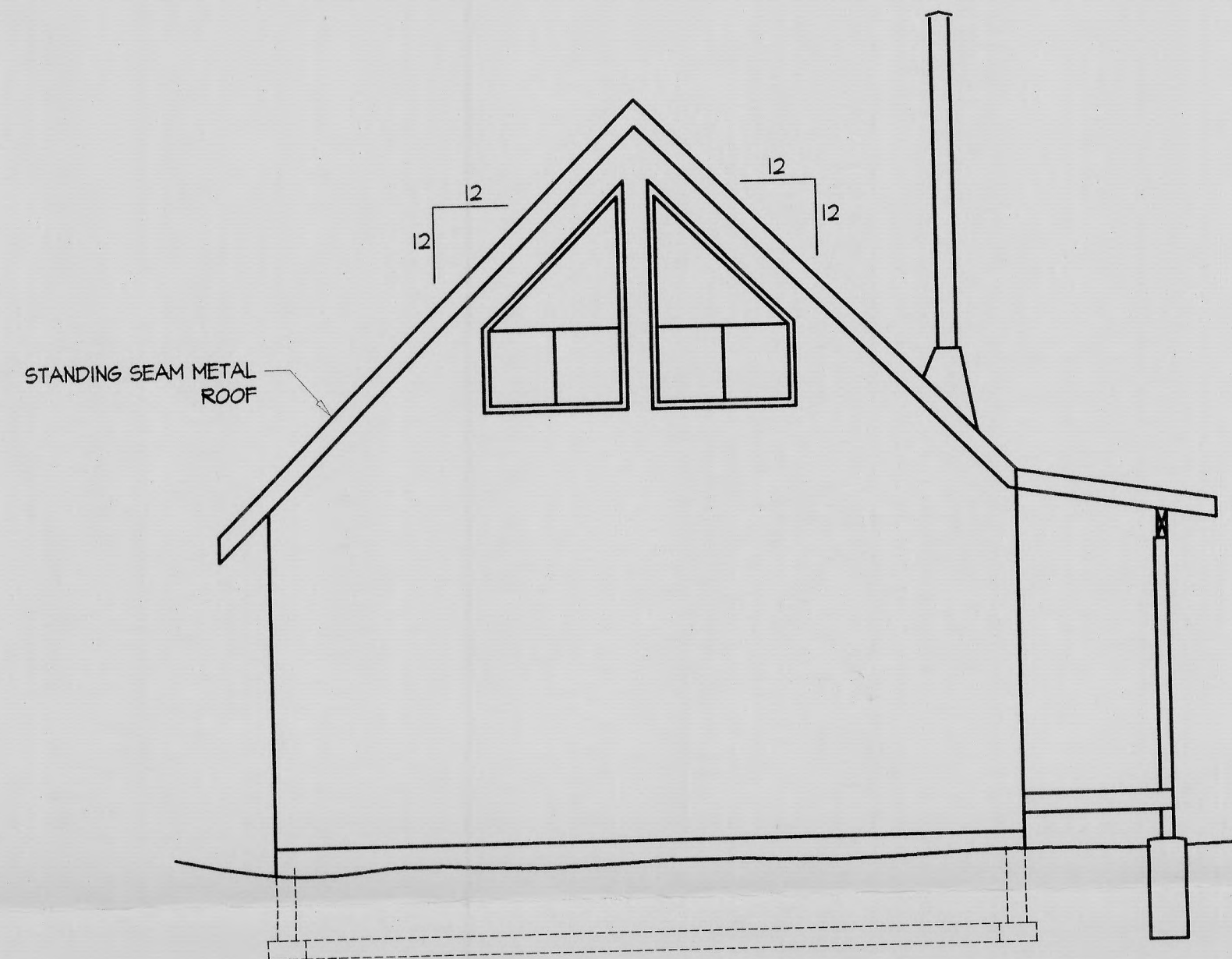
FLOOR PLAN

SCALE: 1/4"=1'-0"	DATE: 6/13/01	SHT. 2
----------------------	------------------	-----------



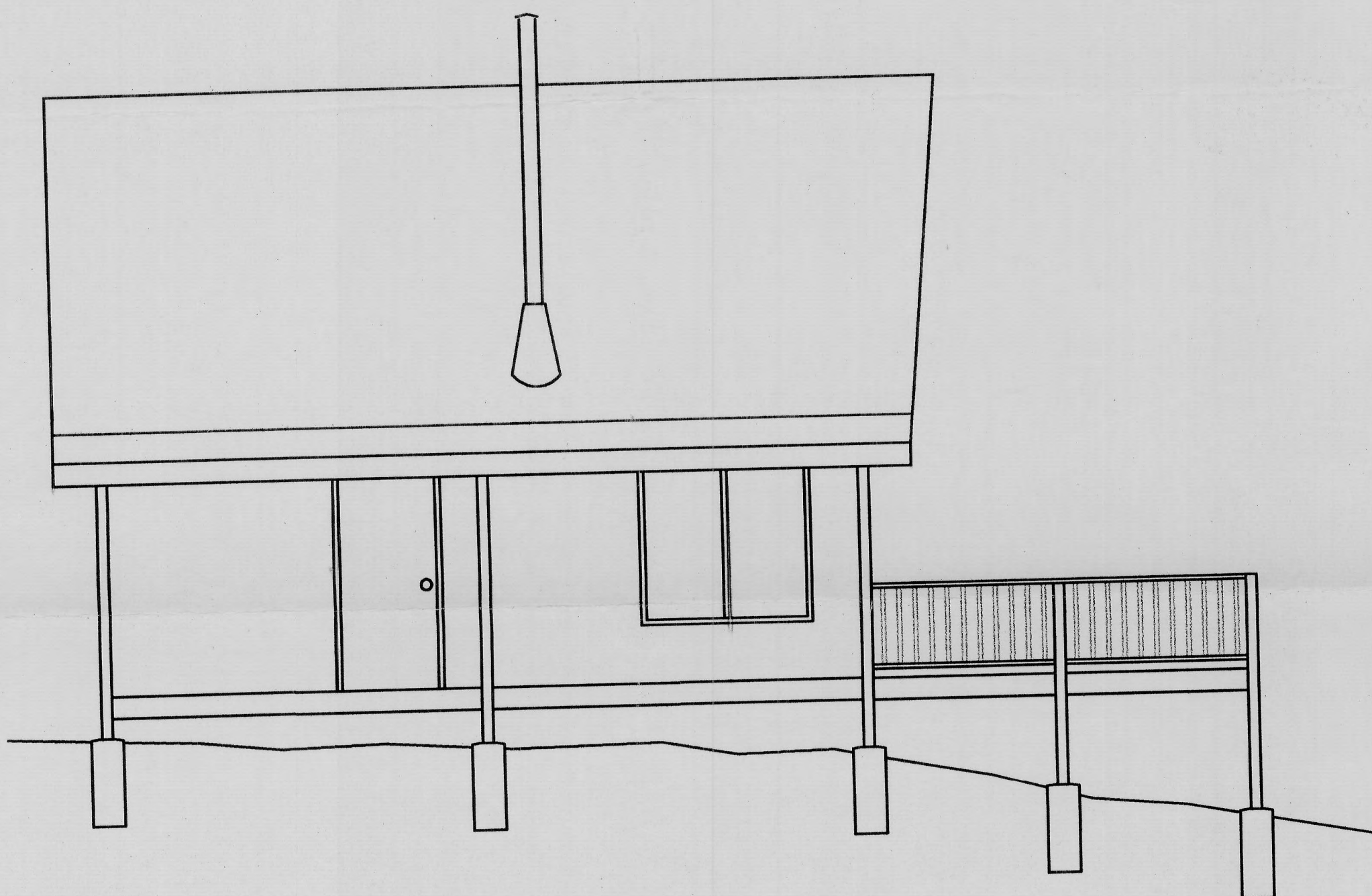
FRONT ELEVATION

SCALE: 1/4"=1'-0"



BACK ELEVATION

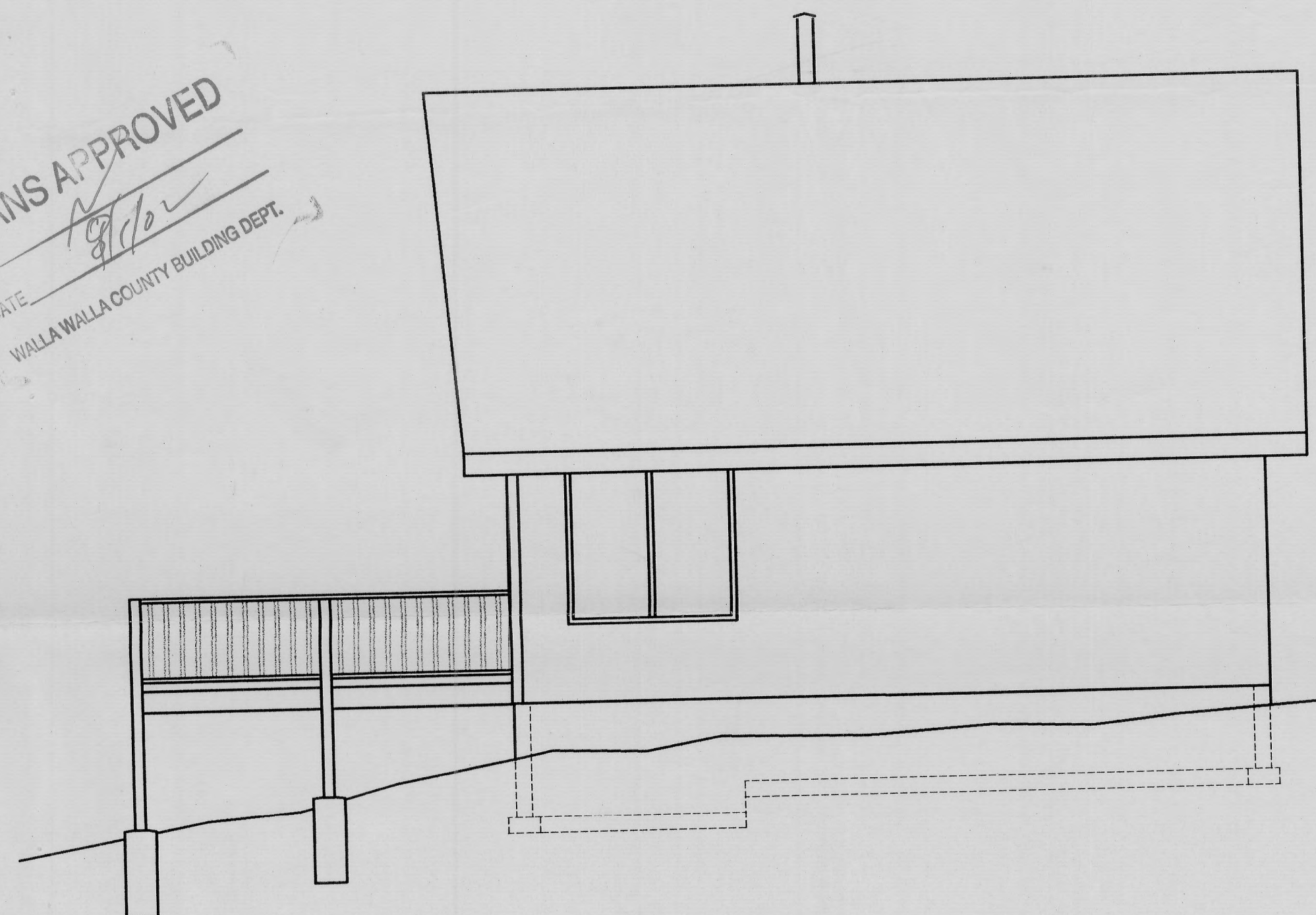
SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"

PLANS APPROVED
BY *[Signature]*
DATE *9/10/01*
WALLA WALLA COUNTY BUILDING DEPT.



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

A <u>CABIN</u> RESIDENCE FOR :		
Mr. & Mrs. Chuck Harrison		
ELEVATIONS		
SCALE: 1/4"=1'-0"	DATE: 6/13/01	SHT. 1

WALLA WALLA COUNTY BUILDING DIVISION**310 W. Poplar, Suite #001****Walla Walla, Washington 99362****(509) 527-3285 FAX (509) 527-1892****Attachment X**

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

06/12/02

Date

Signature of Owner, Contractor, or Authorized Agent

06/12/02

Date

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020219 6/05/02 Page 1

General Application Information

Owner: WODTLI, GERALD L & SHIRLEY R
9320 W RICHARDSON
PASCO, WA 99301

Phone:

Contact: GERALD WODTLI
Site Address: LEWIS PEAK
WALLA WALLA, WA 99362
Permit Use: CABON

Phone:

* Parcel No: 38-07-24-23-0004

Lot: Block: Subdivision:
Sq.Ft: Acres:

Zone: AG AGRICULTURAL GENERAL

Area:

	Front	Back	Left	Right
Required:	30		10	10
Actual:	30		10	10

Comments:

Permit Review Information

Department: HEALTH DEPARTMENT
Permit: 4214 By R FUNK
Department: PUBLIC WORKS
Permit: 02-055 By M ROWE
Department: PLANNING
Permit: By J MALAND

SEPTIC TANK PERMIT

DRIVEWAY PERMIT

ZONING

Building Permit Information

NEW CONSTRUCTION
WATER - N/A
SEWER - N/A

Contractor: CASCACB980LJ

CASCADE CUSTOM BUILDERS
5940 BUCKTHORN CT NW

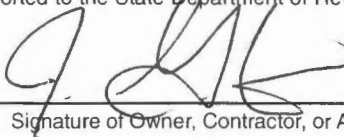
WALLA WALLA COUNTY BUILDING DIVISION

**310 W. Poplar, Suite #001
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-1892**

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06/12/02
Date


Signature of Owner, Contractor, or Authorized Agent

06/12/02
Date

NICK OLSON BY IK
Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020219 6/05/02 Page 1

General Application Information

Owner: WODTLI, GERALD L & SHIRLEY R
9320 W RICHARDSON
PASCO, WA 99301

Phone:

Contact: GERALD WODTLI

Phone:

Site Address: LEWIS PEAK
WALLA WALLA, WA 99362

Parcel No: 38-07-24-23-0004

Permit Use: CABON

Lot: Block: Subdivision:
Sq.Ft: Acres:

Zone: AG AGRICULTURAL GENERAL

Area:

	<u>Front</u>	<u>Back</u>	<u>Left</u>	<u>Right</u>
Setbacks Required:	30		10	10
Actual:	30		10	10

Comments:

Permit Review Information

Department: HEALTH DEPARTMENT
Permit: 4214 By R FUNK
Department: PUBLIC WORKS
Permit: 02-055 By M ROWE
Department: PLANNING
Permit: By J MALAND

SEPTIC TANK PERMIT
DRIVEWAY PERMIT
ZONING

Building Permit Information

NEW CONSTRUCTION
WATER - N/A
SEWER - N/A

Contractor: CASCACB980LJ

CASCADE CUSTOM BUILDERS
5940 BUCKTHORN CT NW

WALLA WALLA COUNTY BUILDING DIVISION**310 W. Poplar, Suite #001****Walla Walla, Washington 99362****(509) 527-3285 FAX (509) 527-1892**

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06/12/02

Date

Signature of Owner, Contractor, or Authorized Agent

06/12/02

Date

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 020219 6/05/02 Page 2

Phone: 360 867-4116

OLYMPIA

WA 98502

Valuation Factors	Group	Type	Sq.Ft	Value
NEW RESIDENCE	RIII	VN	1253	12858
2ND STORY	RIII	VN	253	5123
BASEMENT	UI	VN	635	6350
DECK - RESIDENTIAL	RIII	VN	365	3650

Fee Items	Qty	Fee
VALUATION	1	421.55
STATE BUILDING SURCHARGE	1	4.50

Payment Receipt Information

Building Permit 426.05

Total 426.05

Paid 426.05 CK 2030

Due

6/05/02 CASCADE CUSTOM BLDR

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Suite #001
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-1892

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

06/12/02

Date

[Signature]

Signature of Owner, Contractor, or Authorized Agent

06/12/02

Date

NICK OLSON BY *[Signature]*

Approved for Issuance: Building Official/Inspector, Walla Walla County

Phone: 360 867-4116

OLYMPIA

WA 98502

Building Details	Code	Desc.	Val.	Ass. Val.
NEW RESIDENCE	R111	VN	1255	1255
2ND STORY	R111	VN	250	5120
BASEMENT	UI	VN	605	6650
DECK - RESIDENTIAL	R111	VN	365	3650
Valuation				
VALUATION	1		421.55	
STATE BUILDING SURCHARGE	1		4.50	

Permit Record Information

Building Permit 426.05

Val 426.05

Val 426.05 CR 2000

6/05/02 CASCADE CUSTOM BLDR

FE

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WHITE — Office

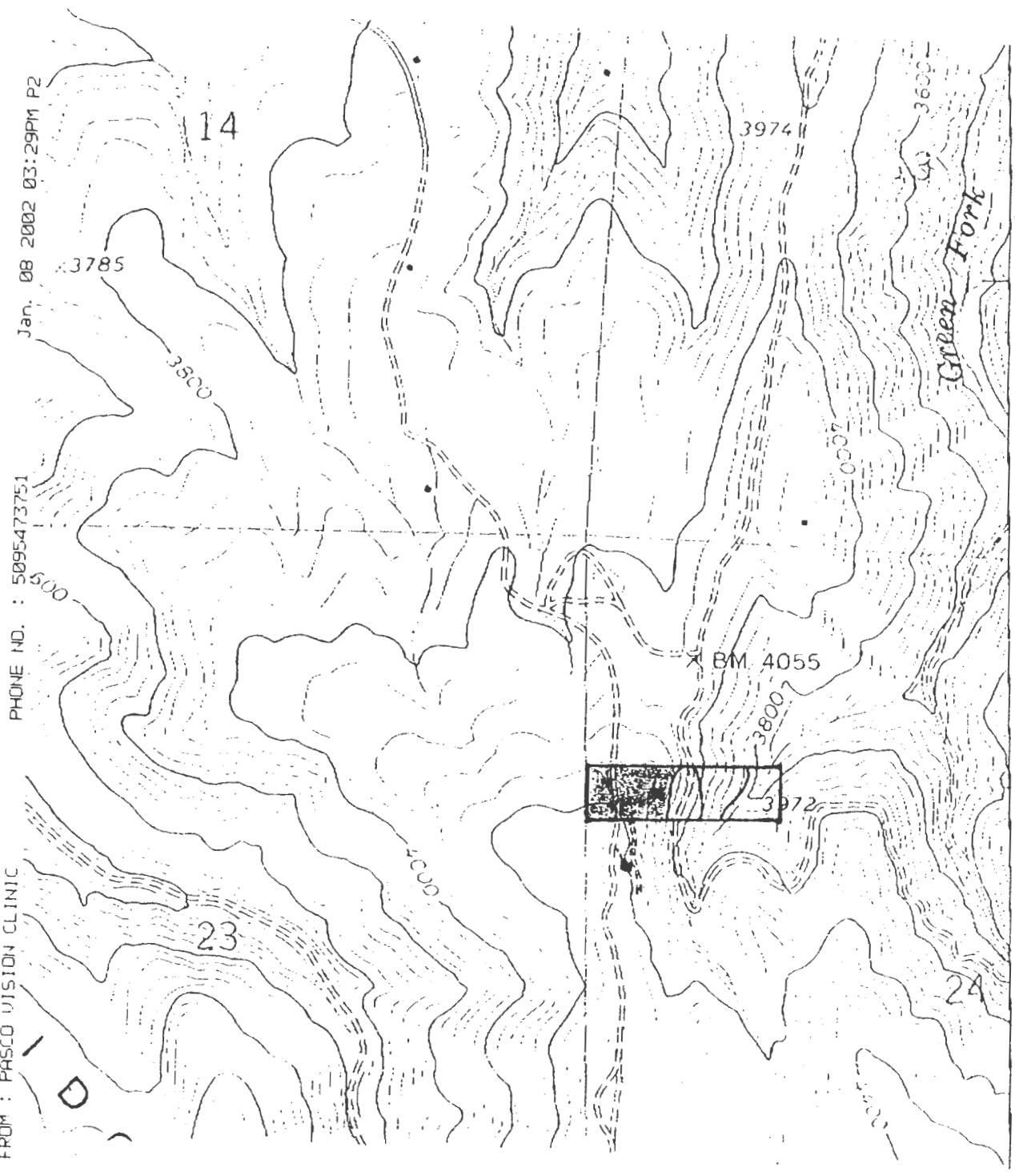
PINK — Inspector

CANARY — Applicant

Jan. 08 2002 03:29PM P2

PHONE NO. : 5095473751

FROM : PASCO VISIDU CLINIC



5104 Gerald & Shirley Woodtli

LEWIS PEAK APPRAISAL

S 1/2, N 1/2, SW 1/4, NW 1/4,
Sec. 24, T7N, R38E

5' Recon Company
Tim L. Johnson
July 18, 1998

Parcel # 38 07 24 23 00 04 00
acres 9.93

5103

North
1" = 1,000'

- Stand 1
- = Stand 2
- = Stand 3
- = Stand 4

5102

**BUILDING PERMIT APPLICATION
FOR WALLA WALLA COUNTY**

310 W Poplar, Suite 001 Walla Walla, WA 99362
Phone 509-527-3285 FAX 509-527-1892

NICK
John Spence
253-922
0220

600
UBI #191227

****THIS FORM MUST BE FILLED OUT COMPLETELY****

APPLICATION WILL NOT BE ACCEPTED WITHOUT TWO SETS OF BUILDING PLANS AND ANY OTHER FORMS REQUIRED FOR YOUR PROJECT. IF YOU HAVE QUESTIONS ABOUT WHAT FORMS ARE REQUIRED, PLEASE CONTACT THE BUILDING DEPARTMENT.

** BUDGET*

PERSON TAKING OUT PERMIT: _____ CONTRACTOR () OWNER () OTHER (☒) AGENT.

TYPE OF PROJECT (Residence, Addition, Pole Bldg): CABIN PRIVATE USE () COMMERCIAL USE (☒)

TAX PARCEL #: 380724 2300 0400 (This is the number from your tax statement available from the County Assessors Office)

OWNER: GERALD/SHIRLEY WODTLI PHONE: 509-547-5103

MAILING ADDRESS: 9320 W. RICHARDS RD. CITY: PASCO STATE: WA ZIP: 99301

SITE ADDRESS: LEWIS PEAK CITY: WALLA WALLA STATE: WA ZIP: _____

CONTRACTOR: CASCADE Custom BLDGS.

WA STATE CONTRACTOR'S LICENSE #: CASCAB 27005 PHONE: 360-701-9601

ADDRESS: 5940 BUCKTHORN CT. NW. CITY: OLYMPIA STATE: WA ZIP: 98502

MOBILE HOME PLACEMENT SINGLEWIDE () DOUBLEWIDE () TRIPLEWIDE () *Jimmy (James)*

IS THIS REPLACING AN EXISTING MOBILE HOME? YES () NO (☒)

GROSTICK

YEAR: _____ DIMENSIONS: _____ MAKE: _____ # OF BEDROOMS: _____ # OF BATHROOMS: _____

WA STATE MOBILE HOME INSTALLER'S NAME: _____ CERTIFICATE #: _____

THE FOLLOWING SECTION TO BE FILLED OUT BY APPROPRIATE JURISDICTION

IF APPLICABLE, YOU MUST RECEIVE THE FOLLOWING PERMITS PRIOR TO BUILDING PERMIT ISSUANCE.

SEPTIC TANK PERMIT #: AK-4214 HEALTH DEPT, 310 W POPLAR, 527-3290

WATER AVAILABILITY #: N/A HEALTH DEPT, 310 W POPLAR, 527-3290

CITY WATER: N/A CITY OF WALLA WALLA, 55 MOORE, 527-4386

CITY SEWER: N/A CITY OF WALLA WALLA, 55 MOORE, 527-4386

TOUCHET SEWER: N/A TOUCHET, 394-2660

DRIVEWAY PERMIT #: 02-055 PUBLIC WORKS, 527-3241

ZONING APPROVAL: AG (N/A) JPM 4/10/02 PLANNING, 310 W POPLAR, 527-3285

THE ABOVE INFORMATION, ATTACHED SITE PLAN AND PLANS RELATING TO THE STRUCTURE FOR WHICH THIS APPLICATION IS SUBMITTED IS CORRECT AND AN ACCURATE REPRESENTATION OF THIS PROJECT.

SIGNED: John Spence DATE: 3-15-02

APPLICATION RECEIVED BY: Kuntzsch DATE: 03/15/02

FOR OFFICE USE ONLY - DO NOT WRITE ON THIS SIDE

ZONE: Ag 30 10 —

LEGAL LOT: YES ☒ NO ☐ FLOODPLAIN YES ☐ NO ☒

ALLOWED USE: YES ☒ NO ☐ PRKG/LDSCP REQ YES ☐ NO ☒

SETBACKS: OK ☒ WILDFIRE HANDOUT YES ☒ NO ☐

HEIGHT: OK ☒ AG STATEMENT YES ☒ NO ☐

LOT COVERAGE: OK ☒ MINERAL STATEMENT YES ☐ NO ☒

PLAT CONDITIONS: YES ☐ NO ☒

ROAD IMPROVEMENTS: YES ☐ NO ☒

SEPA # N/A DETERMINATION

CAP # N/A DETERMINATION

DOCKET # NOTICE OF APPLICATION DONE: YES ☐ NO ☐

NOTES/CONDITIONS:

PERMIT INFORMATION

TOTAL AREA: 1888

OCCUPANCY: R-3 CONSTRUCTION: U-N SQ FT 1253

OCCUPANCY: CONSTRUCTION: SQ FT

OCCUPANCY: U-1 CONSTRUCTION: U-N SQ FT 635

VALUATION: BUILDING PERMIT FEE:

1 st floor	635	sq ft	at	20 ²⁵	=	12,858 ⁷⁵
Loft	253	sq ft	at	20 ²⁵	=	5,123 ²⁵
Basement	635	sq ft	at	10 ⁰⁰	=	6,350 ⁰⁰
Deck	365	sq ft	at	10 ⁰⁰	=	3,650 ⁰⁰
						<u>27,982⁰⁰</u>
Valuation						

PERMIT FEE: 421⁵⁵

PLUMBING PERMIT FEE:

MECHANICAL PERMIT FEE:

PLAN REVIEW:

STATE SURCHARGE: 450

TOTAL PERMIT FEE: 426⁰⁵

PLAN REVIEWER: N

BUILDING DEPT NOTES:

BUILDING SITE PLAN

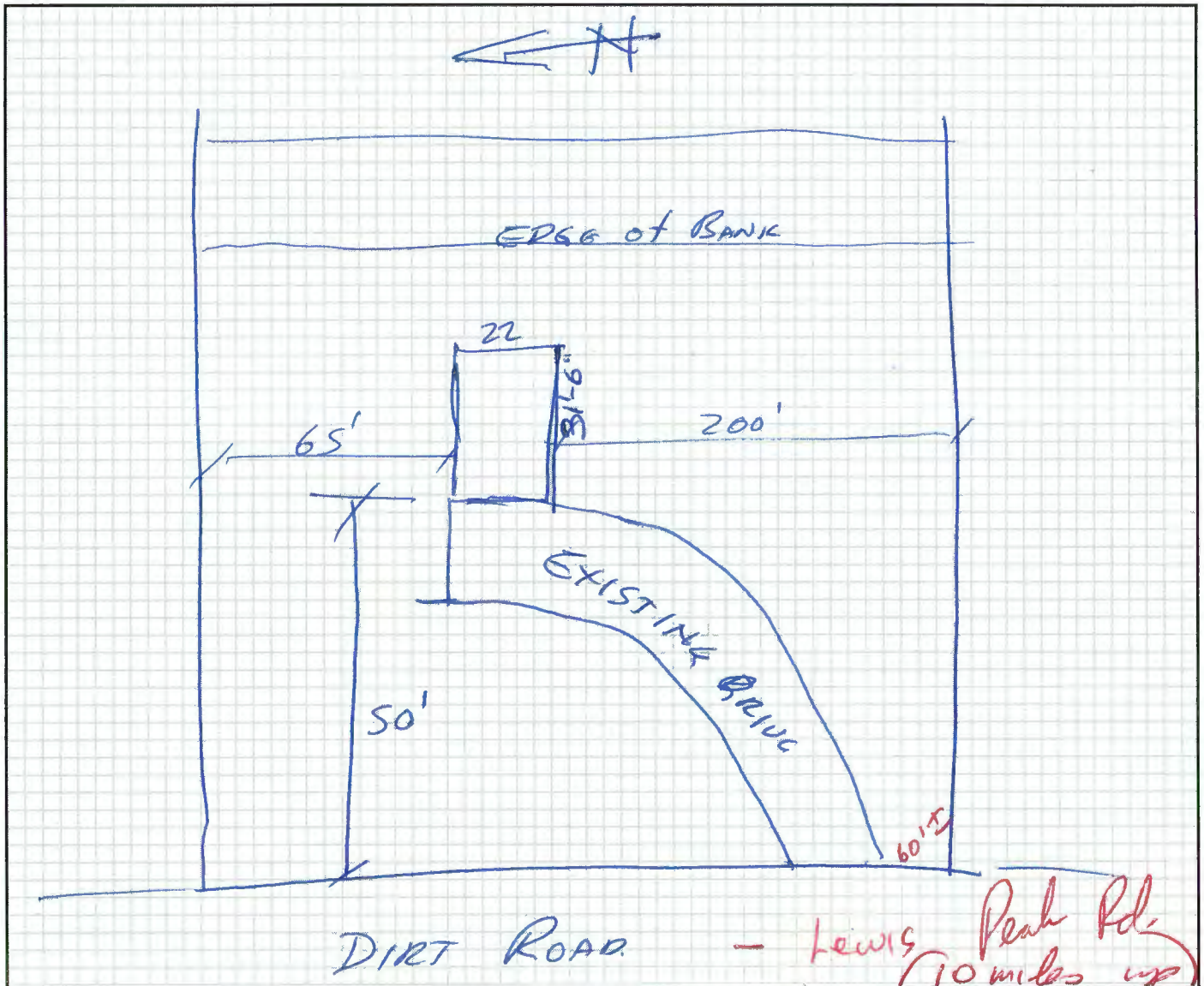
SUBMIT 2 COPIES

Property Owner Name: GERALD/Shirley Wood + Li
Address: 9320 W. RICHARDSON RD City: PASCO State: WA Zip: 99301

Draw legibly and a fairly large scale to show the following:

North Arrow
Street frontage
Driveways
Lot lines and dimensions
Location of all structures and specific use

Distances between structures and property lines
Distance to and location of any streams, creeks,
rivers, canals, etc., if any
Location of septic tank and drain field
Easements, if any

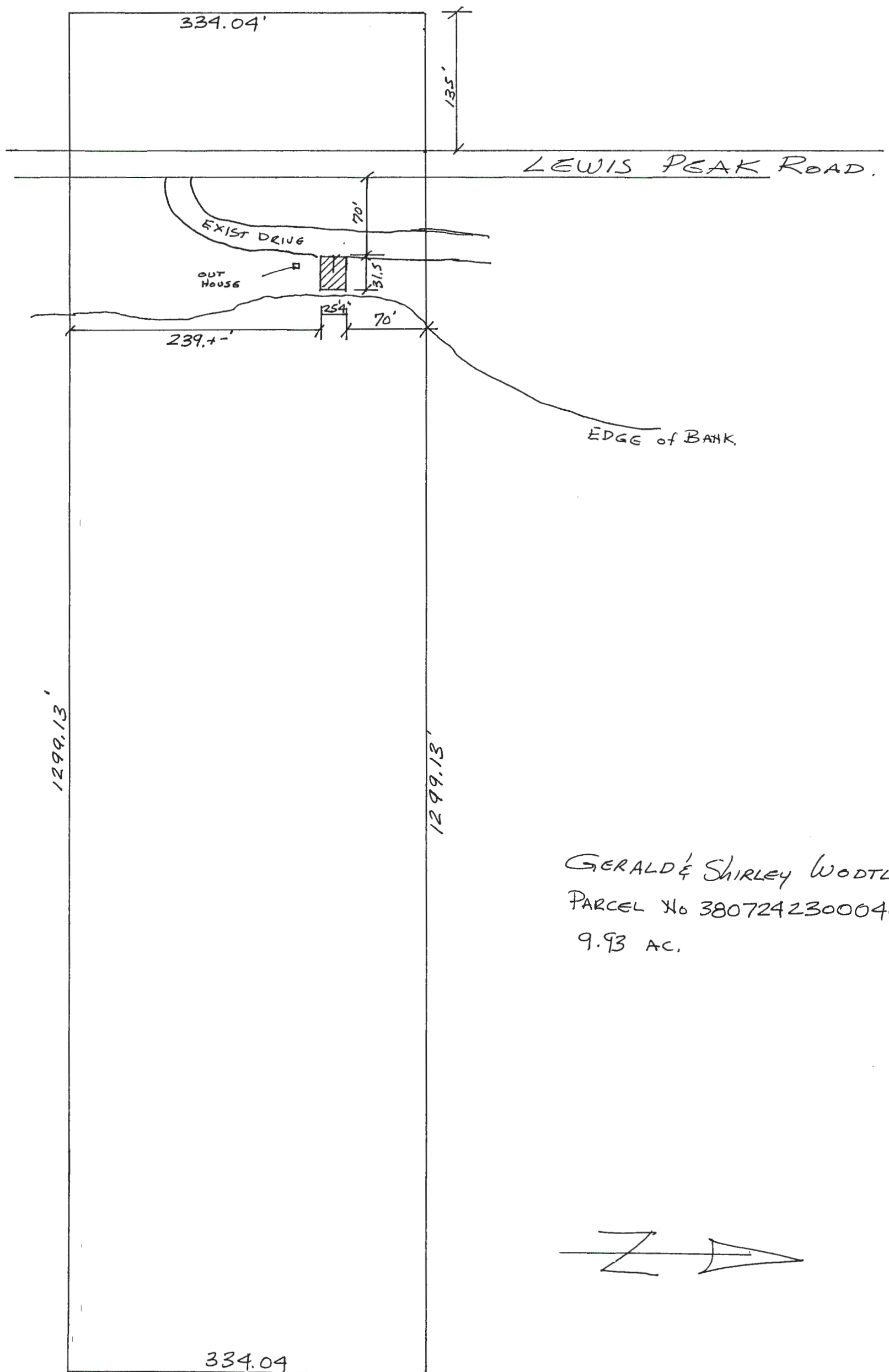


I certify that the proposed construction will conform to the dimensions and uses shown above and that no changes will be made without first obtaining approval.

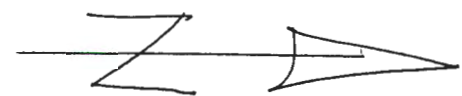
by Jim Gawa Lindal Cedar Homes
Signature of owner

3-15-02
Date

10.1 miles off Hwy 12



GERALD & SHIRLEY WODTLI
PARCEL No 38072423000400
9.93 AC.



SCALE 1" = 100'

CRUMCC
ID: 01

DEPARTMENT OF LABOR AND INDUSTRIES
CONSTRUCTION CONTRACTOR INFORMATION

CRIS
prod

?OPTION : ____ (ADD,CHG,REN,REP,PRT,CRL or Screen ID)
?LICENSE NUMBER: CASCACB980LJ ?Status: A ACTIVE
?Contractor Type: CC CONST CONT
Contractor Name: CASCADE CUSTOM BUILDERS UBI: 602127675
Parent Company :
Search Name : CASCADE CUSTOM
Address Line 1 : 5940 BUCKTHORN CT NW
Address Line 2 :
City,State,Zip : OLYMPIA WA 98502
Telephone : 3608674116 County: 34 THURSTON
?Reg Reason Code: NR NO RESP
?Business Type: I INDIVIDUAL
Effective Date : 061102 ?Specialty Code 1: 01 GENERAL
Expiration Date: 061104 ?Specialty Code 2: 00 UNUSED
Suspended Date : 000000 Audit Until Date: 000000
Nbr of Type Chg: 0 Employees: Y (Y/N)
Fee Received Dt: 000000 LINIIS ID:

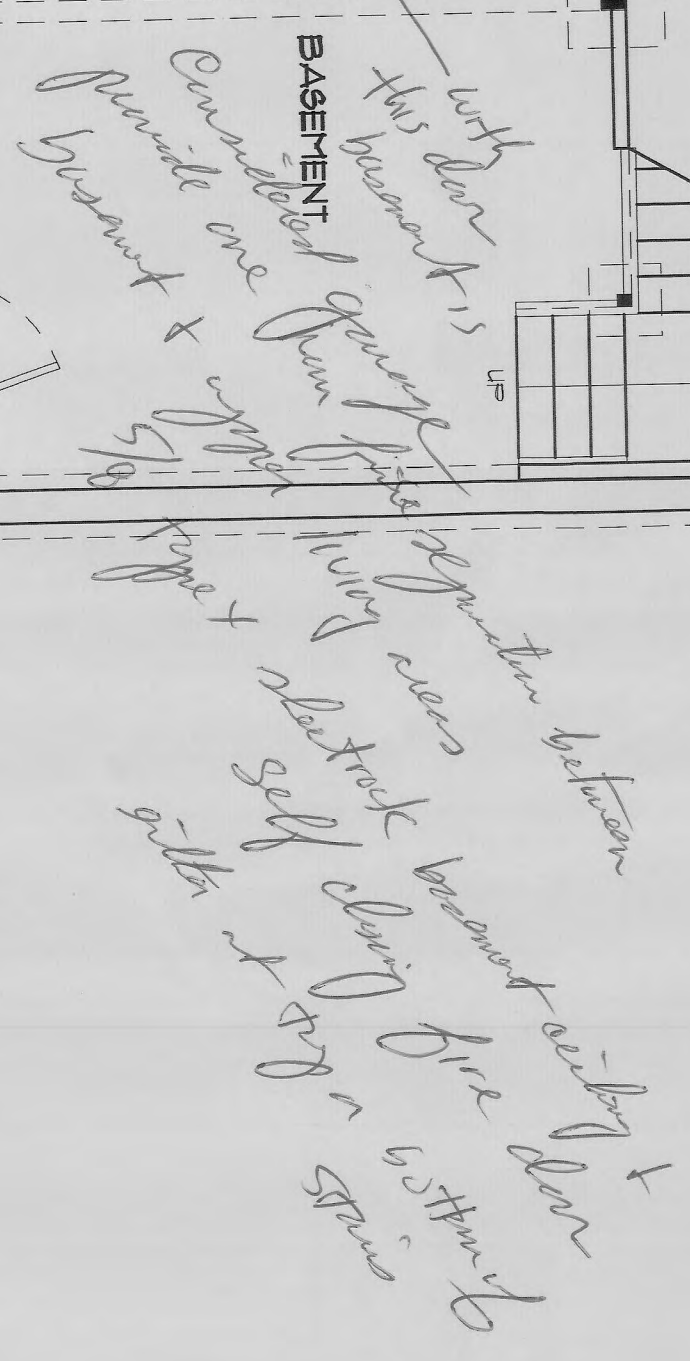
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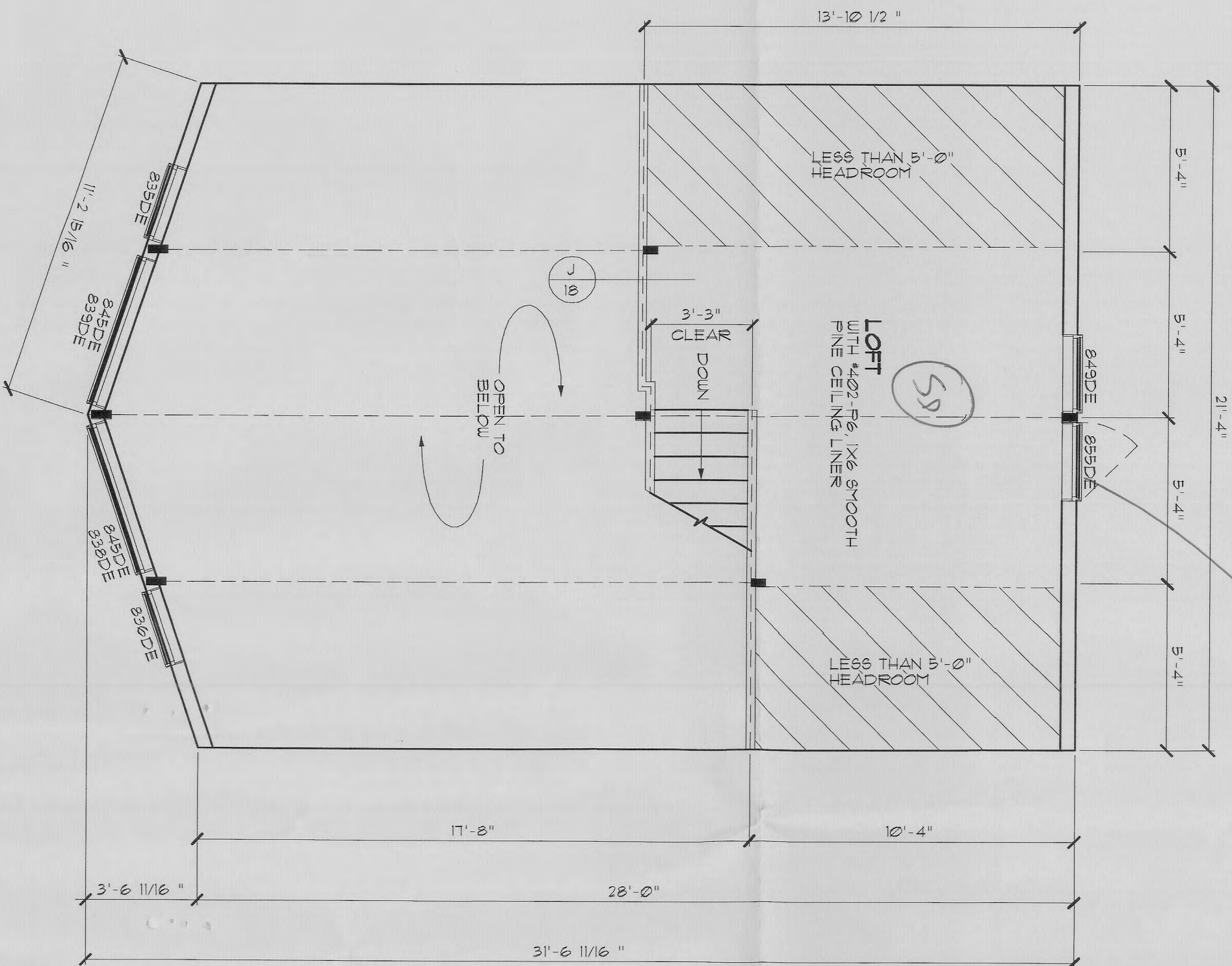


2. CALL OUT RESPONSIBLE FOR CAR DESIGN AND MATERIALS
3. COLLECT ALL ASHTRAY NOT IN COMPLIANCE OR BY OTHERS
4. ALL ELECTRICAL WIRING AND FIXTURES PLUMBING SERVICES, APPLIANCES AND CLOSETS ARE N.O.C. AND ARE SHOWN FOR REVIEW ONLY
5. ALL INTERIOR PARTITIONS ARE 2-4" x 9-1/2" INSIDE ON FIREBASE NOTED
6. REFERS TO DOOR AND WINDOW INSTALLATION PLACES FOR TYPICAL
7. INTERIOR WALL LITER IS 1/2" GYP/PLASTER WALL BOARD N.O.C. TYPICAL
8. GREENBOARD N.O.C. IS USED BETWEEN PLUMBING AND ELECTRICAL
9. FLOOR LITER IS 1/2" GYP/PLASTER FLOOR LEVEL AND 1/2" INSULATION
10. DO NOT DRILL HOLES THROUGH ROOF OR BEAMS
11. WHEN PLANS ARE ON 1" X 1/4" SHEET'S REDUCE SCALE BY HALF FOR FLOOR DIVISIONS

- [illegible]

[illegible]

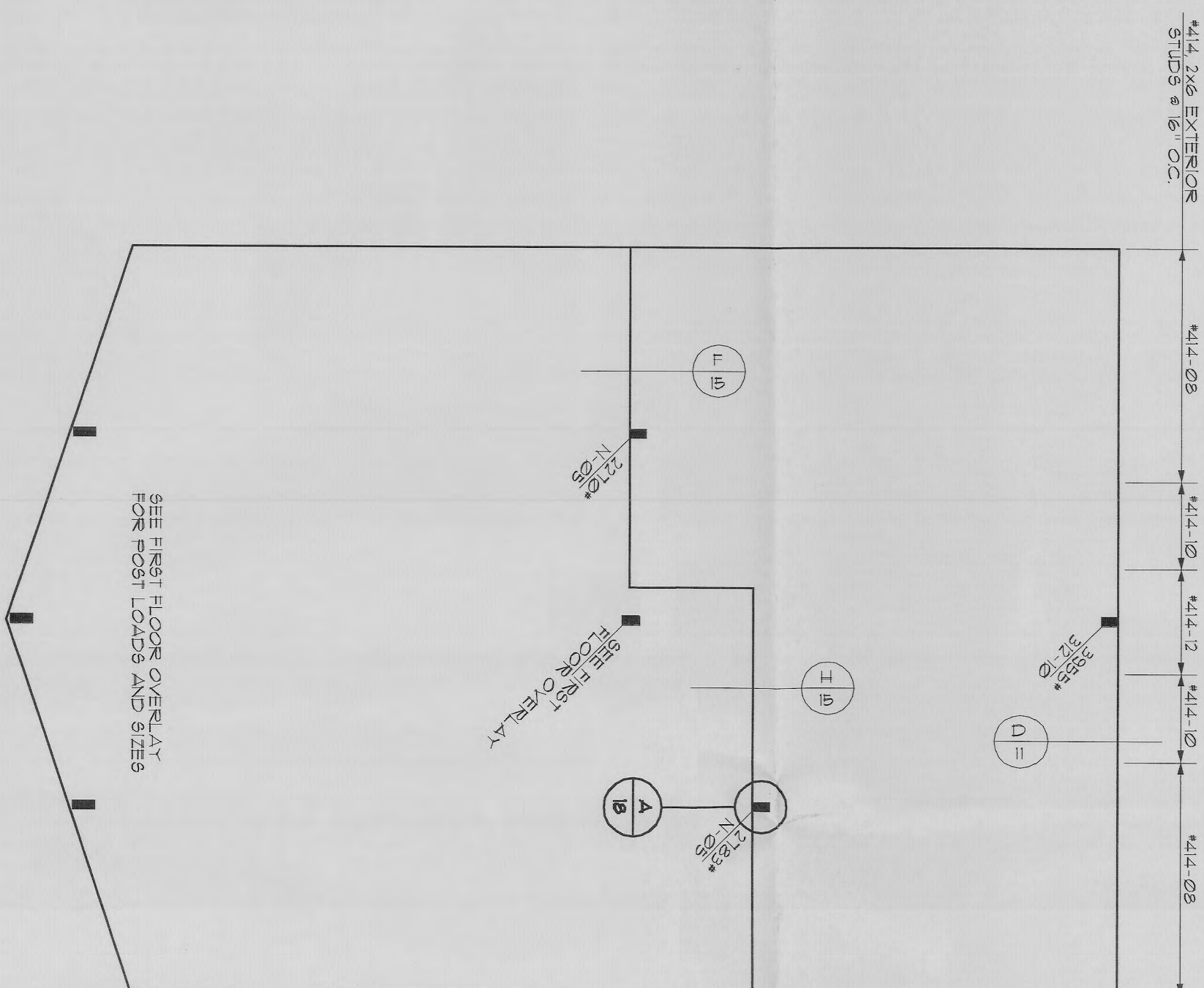
THE UNIVERSITY OF CHICAGO




Valley Forge

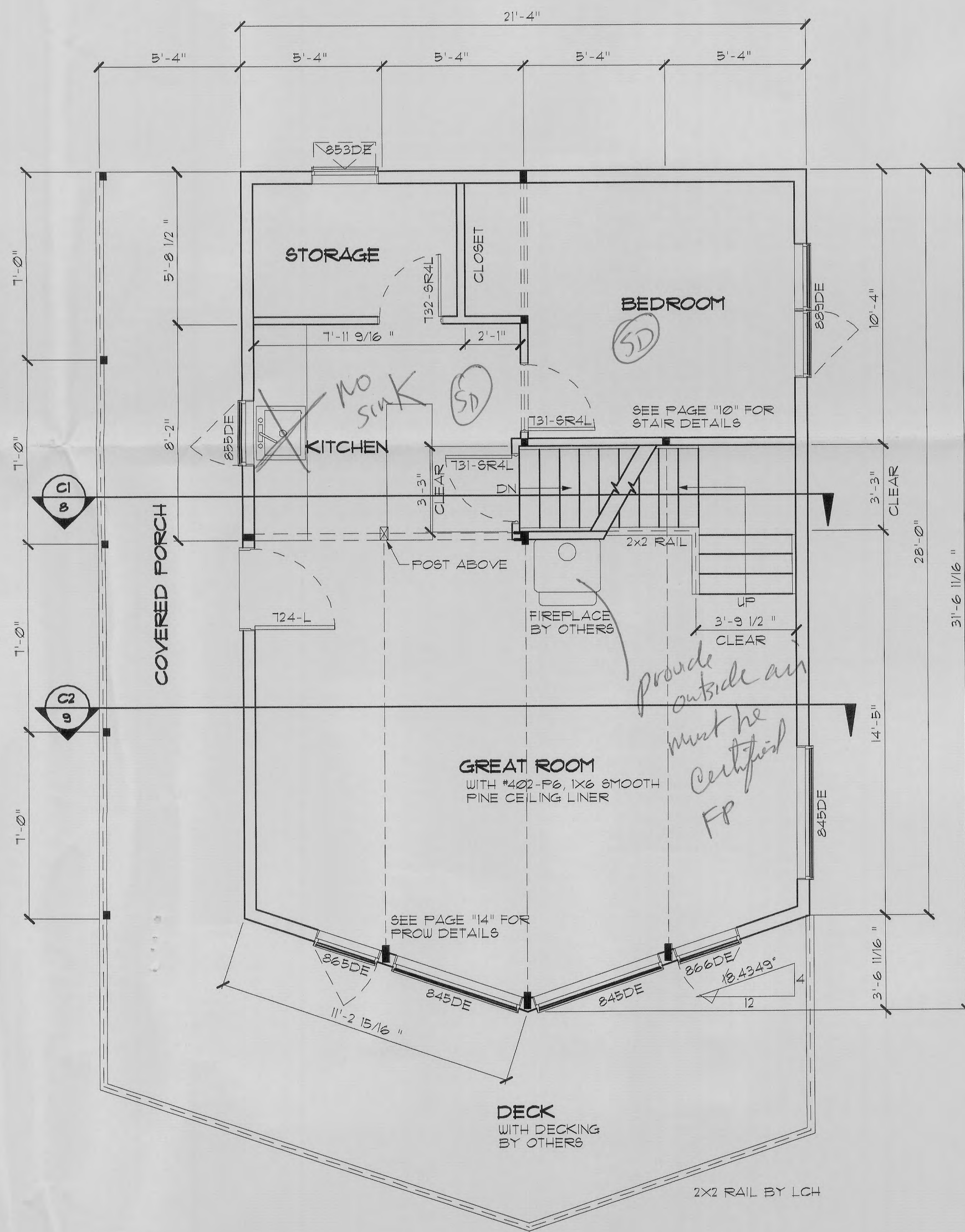
1. SCALE 1/4" = 2"
2. 1. SEE ROOF PLAIN PLAN FOR SECOND FLOOR BEADER AND HANGER SIZES
3. 2. ALL NOT RESPONSIBLE FOR ANY DESIGN AND/OR MATERIALS
4. 3. CALLED OUT AS NOT IN CONTRACT OR BY OTHERS
5. 4. ALL ELECTRICAL WIRING AND EXISTING PLUMBING FIXTURES, APPLIANCES, AND CABINETS ARE TO BE REMOVED FOR REUSE OR DISPOSED OF
6. 5. ALL INTERIOR PARTITIONS ARE 1/2" x 4" x 24" O.C., UNLESS OTHERWISE NOTED.
7. 6. REFER TO DOOR AND WINDOW INSTALLATION PAGES FOR DETAILS
8. 7. INTERIOR WALL LATH IS 1/2" GYPSUM WALL BOARD, NICOT, TYPICAL
9. 8. GYPSER BOARD (1) IS USED BEHIND PLUMBING FIXTURES FROM FLOOR LEVEL TO 4' ABOVE FLOOR LEVEL AND THROUGHOUT TUBS AND SHOWER ENCLOSURES.
10. 9. 1. INTERIOR ROOF LATH IS #402, 5/8" SMOOTH FINISH
11. 2. UNLESS NOTED OTHERWISE
12. 3. DO NOT DRILL HOLES THROUGH ROOFS OR BEAMS
13. 4. CRUISET SHELVINGS AND RODS ARE BY OTHERS
14. 5. LATH PLANS ARE ON 11" X 17" SHEETS, REDUCE SCALE BY HALF FOR PROPER DIRECTION.

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1



- [illegible]

ORDER NUMBER K53486	HOMEOWNER	ORIGINAL SHEET SIZE	SEE NATIONAL EVALUATION SERVICE REPORT NO. 461 FOR ALLOWABLE VALUES AND/OR CONDITIONS OF USE CONCERNING MATERIAL PRESENTED IN THIS DOCUMENT. IT IS SUBJECT TO RE-EXAMINATION, REVISIONS AND POSSIBLE CLOSING.	 Lindal Cedar Homes	BY INITIATING THE BLOCKS BELOW YOU ARE CONFIRMING THAT THE INFORMATION CONTAINED ON THIS PAGE HAS BEEN REVIEWED AND APPROVED.		DATE	REVISIONS	BY
	DISTRIBUTOR	DRAWN BY			DEALER APPROVED	DATE	1/01/02	PRELIMINARY PLANS	SAM
	SERIES	DATE			CUSTOMER APPROVED	DATE	01/24/02	FINAL PERMIT PLANS	GB2
	ORIGINALS FROW	1/05/02					"3"	"3"	"3"
PAGE 3	MODEL	DRAWING NUMBER	"This drawing is considered proprietary. It is not to be reproduced, nor is the information contained to be used to produce products, unless written consent is first obtained from Lindal Cedar Homes."			"5"	"5"	"5"	"6"
	NIAGARA	38486-LC2				"6"	"6"	"7"	"7"



FIRST FLOOR PLAN

- SCALE 1/4"=1'-0" MAIN FLOOR = 660 SQ. FT.
- SEE SECOND FLOOR FRAMING PLAN FOR SECOND FLOOR BEAM and HANGER SIZES.
 - L.C.H. IS NOT RESPONSIBLE FOR ANY DESIGN and/or MATERIALS CALLED OUT AS N.I.C. (NOT IN CONTRACT) or BY OTHERS.
 - ALL ELECTRICAL WIRING and FIXTURES, PLUMBING FIXTURES, APPLIANCES, and CABINETS ARE N.I.C. and ARE SHOWN FOR REFERENCE ONLY.
 - ALL INTERIOR PARTITIONS ARE 2x4 @ 24" O.C., UNLESS OTHERWISE NOTED.
 - REFER TO DOOR and WINDOW INSTALLATION PAGES FOR DETAILS.
 - INTERIOR WALL LINER IS 1/2" GYPSUM WALLBOARD (N.I.C.) TYPICAL GREENBOARD (N.I.C.) IS USED BEHIND PLUMBING FIXTURES FROM FLOOR LEVEL TO 4' ABOVE FLOOR LEVEL and THROUGHOUT TUB and SHOWER ENCLOSURES.
 - INTERIOR ROOF LINER IS #402-F6, 1x6 SMOOTH PINE UNLESS NOTED OTHERWISE.
 - CEILING LINER BELOW SECOND FLOOR JOISTS IS 5/8" GYPSUM WALLBOARD (N.I.C.), UNLESS NOTED OTHERWISE.
 - DO NOT DRILL HOLES THROUGH POSTS or BEAMS.
 - CLOSET SHELVING and RODS ARE BY OTHERS.
 - WHEN PLANS ARE ON 11" x 17" SHEETS, REDUCE SCALE BY HALF FOR PROPER DIMENSIONS.
 - At CONTRACTORS DISCRETION, RAISE WINDOWS TO ALLOW CLEARANCE FOR PRE-FORMED COUNTER/BACKSPLASH ASSEMBLY.

FINAL PERMIT PLANS

Builder shall check and verify all dimensions and details. Builder must review and understand drawings and details prior to package shipment to allow for resolution of any questions. If required additional details can be prepared to clarify any area related to the construction of the package materials. If a problem arises within the drawings or package materials after the start of construction, contact your Lindal dealer immediately so that we may participate in the solution to the problem. Lindal Cedar Homes will not assume responsibility for field corrections if you do not follow this procedure.

Depth of foundation below grade and footing dimensions to conform with local codes and regulations. Size, number and location of foundation vents and access by contractor or owner.

Please sign below, and initial all corresponding pages if these drawings incorporate the design elements you requested.

- ☐ Plans are approved as presented
☐ Plans approved with noted corrections

Homeowner _____ date _____
Distributor _____ date _____

* (Note):
An approved, unchanged plan set must accompany the request for shipment.

BY	REVISIONS	DATE
SAT	PRELIMINARY PLANS	1/07/02
GE2	FINAL PERMIT PLANS	01/24/02
131		131
141		141
151		151
161		161
171		171

BY INITIALING THE BLOCKS BELOW YOU ARE CONFIRMING THAT THE INFORMATION CONTAINED ON THESE PAGES HAS BEEN REVIEWED AND APPROVED.	DATE	DATE
DEALER APPROVED		
CUSTOMER APPROVED		

Lindal Cedar Homes

SEE NATIONAL EVALUATION SERVICE REPORT NO. 481 FOR ALLOWABLE VALUES AND/OR CONDITIONS OF USE CONCERNING MATERIAL PRESENTED IN THIS DOCUMENT. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN AND POSSIBLE CLOSING.

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HOMEOWNER GERALD AND SHIRLEY WOODLI	ORIGINAL SHEET SIZE 22" x 34"
DISTRIBUTOR GALLUP BUILDING AND DESIGN	DRAWN BY SAT
SERIES ORIGINALS FROW	DATE 1/05/02
MODEL NIAGARA	DRAWING NUMBER 39-496-LC2
ORDER NUMBER K538486	PAGE 1

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3	LOFT FLOOR PLAN & LOFT FLOOR OVERLAY
4	BASEMENT PLAN & BASEMENT FLOOR OVERLAY
5	FIRST FLOOR & SECOND FLOOR FRAMING PLAN
6	ROOF FRAMING PLAN
7	ELEVATIONS
8	CROSS SECTION C-1
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10	STAIR DETAILS
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WINDOW CODES

FRAME		GLAZING		GLAZING OPTIONS	
LHP Vinyl White	Y	LOW-E ARGON	E	Clear	
LHP Vinyl Sand	D	(1000/500/ LE-SQR)		Tempered (T)	X
Cedar	C	Heat Mirror 88	M	Breather Tubes (BT)	Z
Cedar Clad Sand	P	Heat Mirror 66	A	T/BT	B
Cedar Clad White	W	Single	S	Bronze (BZ)	N
Vyl Snd Fir Panel	F			T/BZ	K
Vyl Wht Fir Panel	G			Obscure (O)	O
STD Vinyl White	T				J
STD Vinyl Belge	Q			BT/BZ	F
				BT/O	G
				BZ/O	H
				T/BT/BZ	V
				T/BT/O	P
				T/BZ/O	Q
				BT/BZ/O	U

EXTERIOR DOORS	INTERIOR DOORS	BI-FOLD DOORS
R=RIGHT HAND SWING	SR=SOLID CORE RED OAK	HL=HEMLOCK LOUVERED
L=LEFT HAND SWING	R=HOLLOW CORE RED OAK	FB=FBIR BI-FOLD
PH=DOUG FIR	FP=FIR PANEL	OB=OAK BI-FOLD
D=DOUBLE DOORS	X=POCKET DOORS	
S=SIDE LIGHT	R=RIGHT HAND SWING	
S2=DOUBLE SIDE LIGHTS	L=LEFT HAND SWING	
O=OUTSWING	4=4 9/16" JAMB	
	6=6 9/16" JAMB	
	D=DOUBLE DOORS	
	OP=OAK PANEL	

WINDOW SCHEDULE

LINDAL PART #	UNIT SIZE		TYPE	GLASS AREA	MATERIAL	MANUFACTURER
	WIDTH	HEIGHT				
831	5'-0"	5'-0"	12/12 ASTRAL, LEFT			
832	5'-0"	5'-0"	12/12 ASTRAL, RIGHT			
833	2'-6 3/16"	5'-3 7/8"	12/12 ASTRAL, LEFT			
834	2'-6 3/16"	5'-3 7/8"	12/12 ASTRAL, RIGHT			
835	2'-6 3/16"	4'-11 5/8"	12/12 PROW, LEFT			
836	2'-6 3/16"	4'-11 5/8"	12/12 PROW, RIGHT			
837	2'-3 3/16"	5'-3 29/32"	PICTURE	11.08 sf		
838	4'-11 15/16"	4'-8 13/16"	12/12 PROW, RIGHT			
839	4'-11 15/16"	4'-8 13/16"	12/12 PROW, LEFT			
840	5'-0 7/16"	1'-8 23/32"	4/12 ASTRAL, RIGHT			
841	5'-0 7/16"	1'-8 23/32"	4/12 ASTRAL, LEFT			
842	5'-0 3/8"	3'-5 15/16"	4/12 ASTRAL, RIGHT			
843	5'-0 3/8"	3'-5 15/16"	4/12 ASTRAL, LEFT			
844	2'-3 3/16"	3'-6 19/32"	PICTURE			
845	5'-0 3/8"	5'-3 29/32"	PICTURE	24.74 sf		
846	5'-0 3/8"	1'-9 5/16"	PICTURE	7.63 sf		
847	5'-0 3/8"	3'-6 19/32"	PICTURE	16.21 sf		
848	2'-6 3/16"	5'-3 29/32"	PICTURE	11.88 sf		
849	2'-6 3/16"	3'-6 19/32"	PICTURE	7.77 sf		
850	2'-6 3/16"	1'-9 5/16"	PICTURE	3.86 sf		
851	5'-0 3/8"	1'-9 5/16"	AWNING	5.45 sf		
853	2'-6 3/16"	1'-9 5/16"	AWNING	2.39 sf		
855	2'-6 3/16"	3'-6 19/32"	CASEMENT, LEFT	5.86 sf		
856	2'-6 3/16"	3'-6 19/32"	CASEMENT, RIGHT	5.86 sf		
857	2'-6 3/16"	1'-9 5/16"	LOUVERED			
858	2'-6 3/16"	3'-6 19/32"	LOUVERED			
859	2'-6 3/16"	5'-3 29/32"	LOUVERED			
860	5'-0 7/16"	1'-8"	4/12 PROW, RIGHT			
861	5'-0 7/16"	1'-8"	4/12 PROW, LEFT			
862	5'-0 3/8"	3'-5 7/32"	4/12 PROW, RIGHT			
863	5'-0 3/8"	3'-5 7/32"	4/12 PROW, LEFT			
864	2'-6 3/16"	7'-1 3/16"	PICTURE	15.79 sf		
865	2'-6 3/16"	5'-3 29/32"	CASEMENT, LEFT	9.32 sf		
866	2'-6 3/16"	5'-3 29/32"	CASEMENT, RIGHT	9.32 sf		
867	5'-0 3/8"	7'-1 3/16"	PICTURE	32.92 sf		
870	4'-6"	3'-3 13/16"	4/12 ASTRAL, RIGHT			
871	4'-6"	3'-3 13/16"	4/12 ASTRAL, LEFT			
872	5'-0 3/8"	5'-3 5/16"	4/12 ASTRAL, RIGHT			
873	5'-0 3/8"	5'-3 5/16"	4/12 ASTRAL, LEFT			
874	5'-0 3/8"	5'-2 15/32"	4/12 PROW, RIGHT			
875	5'-0 3/8"	5'-2 15/32"	4/12 PROW, LEFT			
876	5'-0 3/8"	6'-4 3/4"	12/12 PROW, LEFT			
877	5'-0 3/8"	6'-4 3/4"	12/12 PROW, RIGHT			
878	5'-0 3/8"	6'-8 5/16"	12/12 PROW, LEFT			
879	5'-0 3/8"	6'-8 5/16"	12/12 PROW, RIGHT			
880	2'-3 3/16"	7'-1 3/16"	PICTURE			
881	1'-9 5/16"	5'-3 29/32"	CASEMENT, LEFT			
882	1'-9 5/16"	5'-3 29/32"	CASEMENT, RIGHT			
883	1'-9 5/16"	2'-6 3/16"	CASEMENT, LEFT			
884	1'-9 5/16"	2'-6 3/16"	CASEMENT, RIGHT			
885	5'-0 3/8"	2'-6 3/16"	AWNING			
886	3'-6 5/8"	2'-6 3/16"	AWNING			
887	5'-0 3/8"	3'-6 19/32"	COMBINATION			
888	5'-0 3/8"	3'-6 19/32"	COMBINATION			
889	5'-0 3/8"	3'-6 19/32"	COMBINATION			
890	5'-0 3/8"	5'-3 29/32"	COMBINATION			
891	5'-0 3/8"	5'-3 29/32"	COMBINATION			
892	5'-0 3/8"	5'-3 29/32"	COMBINATION			
893	2'-6 3/16"	5'-3 29/32"	COMBINATION			
894	5'-0 3/8"	5'-3 29/32"	COMBINATION			

DOOR SCHEDULE

LINDAL PART #	MATERIAL	SINGLE UNIT		DOUBLE UNIT		MANUFACTURER
		WIDTH	HEIGHT	WIDTH	HEIGHT	
701	STEEL	3'-1 5/8"	6'-10"	6'-2 9/16"	6'-10"	THERMA-TRU
	FIR	3'-1 1/2"	6'-10"	6'-2"	6'-10"	SIMPSON
708	STEEL	2'-9 5/8"	6'-10"	5'-6 9/16"	6'-10"	THERMA-TRU
	FIR	2'-9 1/2"	6'-10"	5'-6"	6'-10"	SIMPSON
720	STEEL	2'-8 1/8"	6'-7 1/2"	—	—	ANDERSON
	STEEL	2'-8 1/8"	6'-7 1/2"	—	—	ANDERSON
	STEEL	3'-0 1/8"	6'-7 1/2"	—	—	ANDERSON
	FIR	2'-7 1/2"	6'-8 3/4"	—	—	SIMPSON
	FIR	2'-9 1/2"	6'-8 3/4"	—	—	SIMPSON
	FIR	3'-1 1/2"	6'-8 3/4"	—	—	SIMPSON
721	OAK	2'-7 1/2"	6'-10"	—	—	SIMPSON
	OAK	2'-9 1/2"	6'-10"	—	—	SIMPSON
	OAK	3'-1 1/2"	6'-10"	—	—	SIMPSON
722	STEEL	3'-1 5/8"	6'-10"	—	—	THERMA-TRU
723	STEEL	2'-9 5/8"	6'-10"	—	—	THERMA-TRU
724	STEEL	3'-1 5/8"	6'-10"	6'-2 9/16"	6'-10"	THERMA-TRU
	FIR	3'-1 1/2"	6'-10"	6'-2"	6'-10"	SIMPSON
725	STEEL	2'-9 5/8"	6'-10"	6'-2 9/16"	6'-10"	THERMA-TRU
	FIR	2'-9 1/2"	6'-10"	6'-2"	6'-10"	SIMPSON
726	CEDAR	8'-0"	7'-0"	—	—	COAST DOOR
727	CEDAR	9'-0"	7'-0"	—	—	COAST DOOR
728	CEDAR	16'-0"	7'-0"	—	—	COAST DOOR
729	OAK / FIR	3'-1 1/2"	6'-8 3/4"	6'-1 5/8"	6'-8 3/4"	SIMPSON
730	OAK / FIR	2'-9 1/2"	6'-8 3/4"	5'-5 5/8"	6'-8 3/4"	SIMPSON
731	OAK / FIR	2'-7 1/2"	6'-8 3/4"	5'-1 5/8"	6'-8 3/4"	SIMPSON
732	OAK / FIR	2'-5 1/2"	6'-8 3/4"	4'-8 5/8"	6'-8 3/4"	SIMPSON
733	OAK / FIR	2'-1 1/2"	6'-8 3/4"	4'-1 5/8"	6'-8 3/4"	SIMPSON
734	OAK / FIR	1'-7 1/2"	6'-8 3/4"	3'-1 5/8"	6'-8 3/4"	SIMPSON
775	STEEL	4'-11 1/4"	6'-7 1/2"	—	—	ANDERSON
	FIR PANEL	4'-11 1/2"	6'-10"	—	—	LINDAL
	VINYL	4'-11"	6'-9 1/2"	—	—	STARLINE
776	STEEL	5'-11 1/4"	6'-7 1/2"	—	—	ANDERSON
	FIR PANEL	5'-11 1/2"	6'-10"	—	—	LINDAL
	VINYL	5'-11"	6'-9 1/2"	—	—	STARLINE
777	FIR PANEL	7'-11 1/2"	6'-10"	—	—	LINDAL
	VINYL	7'-11"	6'-9 1/2"	—	—	STARLINE
972	OAK / FIR	2'-6"	6'-8"	—	—	SIMPSON
973	OAK / FIR	2'-0"	6'-8"	—	—	SIMPSON
974	OAK / FIR	3'-0"	6'-8"	—	—	SIMPSON
975	OAK / FIR	4'-0"	6'-8"	—	—	SIMPSON
976	OAK / FIR	5'-0"	6'-8"	—	—	SIMPSON
977	OAK / FIR	6'-0"	6'-8"	—	—	SIMPSON

SKYLIGHT SCHEDULE

* DO NOT ROTATE SKYLIGHTS *

VELUX #	LCH PART #	ROUGH OPENING	FIXED/OPENING
VS-308	82811	30.1/2" x 55.1/2"	OPENING
VS-606	82812	44.3/4" x 46.7/8"	OPENING
VS-104	82813	21.1/2" x 39"	OPENING
VS-108	82814	21.1/2" x 55.1/2"	OPENING
VS-601	82820	44.3/4" x 28"	OPENING
FSF / FS-308	82815	30.1/2" x 55.1/2"	FIXED
FSF / FS-606	82816	44.3/4" x 46.7/8"	FIXED
FSF / FS-104	82817	21.1/2" x 39"	FIXED
FSF / FS-108	82818	21.1/2" x 55.1/2"	FIXED
FSF / FS-601	82819	44.3/4" x 28"	FIXED
GGL-410	82821	37.1/2" x 63.1/2"	OPENING
GGL-608	82822	53.1/8" x 55.1/2"	OPENING

MATERIALS SHIPPED

"All materials ordered from Lindal Cedar Homes (LCH) are outlined in the Design Specification Sheet (DSS). These plans may contain part numbers and/or references to materials that may not be included in this home package. The DSS overrides the plans in determining what materials are provided by LCH."

1. GENERAL NOTES

A. All construction shall conform to local codes and ordinances.

B. Details and notes shown on this sheet are typical and shall apply unless otherwise shown or noted. Details on construction not fully shown shall be of the same nature as those shown for similar conditions. The contractor shall be responsible for verifying all dimensions, elevations, property lines and other related items on this job.

C. It is the contractor's responsibility to comply with all pertinent sections, as they apply to this project, of the "Construction Safety Orders" issued by the state in which construction is taking place and all OSHA requirements. Lindal Cedar Homes does not accept any responsibility for the contractor's failure to comply with these requirements.

D. The contractor shall be responsible for the adequate design and construction of all forms, bracing and shoring required. The contractor shall provide adequate stays and bracing of all framing until all elements of design have been incorporated into the project. The contractor shall be responsible to have shop drawings prepared prior to fabrication for all prefabricated materials of construction. Shop drawings shall serve to demonstrate the contractor's understanding of the design concept, by indicating the materials he intends to furnish and install and by detailing the fabrication and method of installation. Contractor shall submit all shop drawings for review by Lindal Cedar Homes and shall incorporate any comments into the drawings before fabrication. Contractor agrees that shop drawings processed by Lindal Cedar Homes are not change orders.

E. In crawl spaces, maintain a minimum of 18" clearance under floor joists and 12" under beams and girders.

F. Individual concrete piers shall project at least 6" above exposed ground unless the post is treated or wood of natural resistance to decay.

G. All wood, including posts within 6" of ground shall be pressure treated or foundation grade cedar or redwood.

H. Stairways - rise, 4" min. and 8" max., run 9" min., headroom 6'-8" min., width 36" min.

I. Enclosed space under stairs shall be one hour construction.

J. Stairways with 4 or more steps require a hand rail 30" to 34" above tread nosing. Handrail supplied by others.

K. Common walls and ceiling between garage and dwelling and any other garage wall if supporting a floor over the garage shall have 5/8" type x gypsum wall board on the garage side. A min. of a 1-3/4" tight fitting solid core door with self closer is required between the garage and dwelling.

L. Columns, posts and beams supporting a second story over a garage shall be protected with one hour construction.

M. Appliances installed in garage generating a spark, glow or flame shall be located 18" above the floor.

N. Bath and laundry rooms require operable windows equal to 1/20th of the floor area with a minimum 1.5 sq. ft. or mechanical ventilation.

O. Tempered glass shall be provided at all hazardous locations.

P. Receptacle outlets shall be installed at 12'-0" o.c. maximum, and on any wall 24" or wider. In kitchen and dining areas, counters wider than 12" require a receptacle outlet.

Q. All receptacle outlets installed outdoors shall be in a weatherproof enclosure and have approved ground fault interrupter circuit (GFI) protection. One such exterior outlet is required.

R. Provide GFI protection for receptacles in bathrooms and garages. GFI protection is also required for non dedicated counter receptacles within 6'-0" of the kitchen sink.

2. LUMBER

A. 2" framing lumber is KD #2 & btr. SPF (spruce, pine, fir).

B. 4" framing lumber is #2 & btr. Douglas fir.

C. Floor Sheathing Options (See Plans for Type)

- 3/4" T&G, APA rated Sturd-I-Floor underlayment grade plywood.
- 23/32" T&G, O.S.B. APA rated Sturd-I-Floor underlayment grade sheathing.
- Select grade SPF 2x6 double T&G decking with 1/2" CCX plywood underlayment, APA Index 24/0 is available.

D. Wall Sheathing Options (See Plans for Type)

- 1/2" CDX plywood, APA Index 32/16.
- 7/16" oriented strand board, APA Index 32/16.

E. Roof Sheathing Options (See Plans for Type)

- 1/2" CDX plywood, APA Index 32/16.
- 7/16" oriented strand board, APA Index 32/16.
- 5/8" CDX plywood, APA Index 40/20.
- 3/4" CDX plywood, APA Index 48/24

F. Siding Options (See Plans for Type)

- Kln dried 1x6 T&G, tight knot cedar, vertical sloing
- Kln dried 1x6, tight knot cedar, rough sawn, horizontal bevel siding
- Hardi-Plank, embossed, composite horizontal lap siding
- Kln dried, 1x8, T&G, tight knot cedar, horizontal siding
- Kln dried, 1x8, T&G, tight knot cedar, log look horizontal siding

G. Roof and loft floor beams are DF/Western Larch horizontal glue laminated, combination symbol 24F-V4 (Fb = 2400). Beam schedule per plan with standard dead load camber.

Q = 3.1/8" x 9" QQ = 5.1/8" x 9" QQQ = 6.3/4" x 9"
R = 3.1/8" x 10.1/2" RR = 5.1/8" x 10.1/2" RRR = 6.3/4" x 10.1/2"
W = 3.1

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Room 117
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-3214

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

Date 7/10/96 Signature of Owner, Contractor, or Authorized Agent x Mike J. Wright

Date 7/10/96 Approved for Issuance: Building Official/Inspector, Walla Walla County Michael Brown

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Room 117
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-3214

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

Date

7/10/96

Date

Signature of Owner, Contractor, or Authorized Agent

x *Stephen Wright*
Nicholas

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 960329 7/10/96 Page

General Application Information

Owner: WRIGHT, STEPHEN E & VICKIE
490 KAU TRAIL
PASCO, WA 99301

Phone:

Contact: STEPHEN WRIHT

Phone: 509 547-5835

Site Address: LEWIS PEAK RD
WALLA WALLA, WA

Parcel No: 38-07-24-23-0005

Permit Use: SEASONAL CABIN

Lot: Block: Subdivision:
Sq.Ft: Acres:

Zone: AG AGRICULTURAL GENERAL

Area: DIXIE

Setbacks	Front	Back	Left	Right
Required:	30		10	10
Actual:	60	60	140	158

Comments: ATTIC AREA NOT TO BE USED FOR LIVING/SLEEPING

Permit Review Information

Department: HEALTH		SEPTIC TANK PERMIT
Permit: 3586	By D.RILEY	
Department: HEALTH		WATER AVAILABILITY
Permit: N/A	By D.RILEY	
Department: PUBLIC WORKS		DRIVEWAY PERMIT
Permit: 96-73	By M.ROWE	
Department: PLANNING		ZONING/SETBACKS
Permit:	By J.AYLOR	

Building Permit Information

NEW CONSTRUCTION

WATER - N/A

SEWER - N/A

Contractor: OWNER

WRIGHT, STEPHEN E & VICKIE

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Room 117
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-3214

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

Date 7/10/90 X. Vickie J. Wright Signature of Owner, Contractor, or Authorized Agent

Date 7/10/90 Rich Olson Approved for Issuance: Building Official/Inspector, Walla Walla County

WALLA WALLA COUNTY BUILDING DIVISION

310 W. Poplar, Room 117
Walla Walla, Washington 99362
(509) 527-3285 FAX (509) 527-3214

I certify that I have examined this permit and state that the information contained in it and submitted by me or my agent to compile said permit is true and correct. In addition, I have read and understand the NOTICE provisions included herein and agree to comply with same. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any state or local law regulating construction or the performance of construction.

NOTICE TO CONTRACTOR: Pursuant to RCW 82.14.020 all taxes reported to the State Department of Revenue must be to Location Code Number 3600 or 3636 for this project.

Date

Signature of Owner, Contractor, or Authorized Agent

Date

Approved for Issuance: Building Official/Inspector, Walla Walla County

Permit No: 960329 7/10/96 Page

490 KAU TRAIL

Phone:

PASCO, WA 99301

Desc: 768 SF SEASONAL CABIN

Valuation Factors	Group	Type	Sq.Ft	Value
SEASONAL CABIN - NEW			768	15552

Fee Items	Qty	Fee
VALUATION	1	238.00
STATE BUILDING SURCHARGE	1	4.50

Payment Receipt Information

Building Permit 242.50

Total 242.50

Paid 242.50 CK 2318

7/10/96 WRIGHT (SS)

Due

submit 2 sets of bldg. plans

BUILDING PERMIT APPLICATION

****This form must be filled out completely****

Applications will not be accepted without two sets of building plans and any other forms required for your project. If you have questions about what forms are required, please contact the building department.

PERSON TAKING OUT PERMIT: Contractor () Owner (X) Agent ()

TYPE OF BUILDING (residence, garage, etc): seasonal cabin
Private Use: X Commercial Use: _____

OWNER: Stephen Wright HOME PHONE: 509-547-5835
MAILING ADDRESS: 490 Kau Trail WORK PHONE: _____
CITY: Pasco STATE: Wa ZIP: 99301

TAX PARCEL NUMBER: 38-07-24-23-0005
(This is the parcel number from your tax statement)

SITE ADDRESS: N 1/2 of S 1/2 of SW Qtr of NW Qtr of S 24 T 7 N, R 38 E ROAD NAME: Lewis Peak Rd.
CITY: Walla Walla County STATE: Wa ZIP: 99301

CONTRACTOR: N/A - See attached note PHONE: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
WA STATE CONTRACTOR'S LICENSE #: _____ EXP. DATE: _____

N/A

MOBILE HOME PLACEMENT

MAKE: _____ DIMENSIONS: _____ YEAR: _____
(Attach inspection report from Labor & Industries if built prior to 6/15/76).
No. of Bedrooms _____ No. of Bathrooms _____ Is this replacing an existing mobile home? Yes () No (X)

WA STATE MOBILE HOME INSTALLER'S CERTIFICATE # _____ Name: _____
A WA State mobile home installer's certificate number is required by any contractor working on the footings or setup of the mobile home.

THE ABOVE INFORMATION, AND ATTACHED SITE PLAN AND PLANS RELATING TO THE STRUCTURE FOR WHICH THIS APPLICATION IS SUBMITTED IS CORRECT AND AN ACCURATE REPRESENTATION OF THIS PROJECT.

SIGNED: Stephen Wright DATE: 5/23/96
Signature of Owner (X) Contractor () Other ()

THE FOLLOWING SECTION TO BE FILLED OUT BY APPROPRIATE JURISDICTION

YOU MUST RECEIVE THESE SIGN-OFFS, IF REQUIRED FOR YOUR TYPE OF PROJECT, BEFORE A PERMIT WILL BE ISSUED.

Septic Tank Permit # <u>3586</u>	County Health Dept., 310 W. Poplar, 527-3290
Water Availability # <u>N/A</u>	County Health Dept., 310 W. Poplar, 527-3290
(Except when water service is provided by City of Walla Walla then:	
City Water Connection _____	City of Walla Walla, 3rd & Rose, 527-4386
City Water Connection _____	City of Prescott, 849-2262
City Sewer Connection _____	City of Walla Walla, 3rd & Rose, 527-4386
Touchet Sewer _____	Touchet, 394-2349
Driveway Permit # <u>96-73</u>	County Public Works, 527-3241/ DOT 509-575-2141
Zoning Approval <u>46-73</u>	County Planning Dept., 310 W. Poplar, 527-3285
	City of Prescott, 108D, 849-2262

Application Received by: Shelley (by mail) Date: 6/3/96
Application Complete? Yes () No (X) If no, explain d.w. pending incomplete plans

FOR OFFICE USE ONLY-DO NOT WRITE ON THIS SIDE

COMMENTS

Planning: _____
 Zoning: Attic area not to
 SEPA: be used for living/sleeping
 Fire: _____
 Other: _____

PERMIT INFORMATION

TOTAL AREA: 768
 Occupancy: _____ Construction: _____ Sq. Ft. _____
 Occupancy: _____ Construction: _____ Sq. Ft. _____
 Occupancy: _____ Construction: _____ Sq. Ft. _____
 VALUATION: 15,552⁰⁰ BUILDING PERMIT FEE: _____

Seasonal cabin -
no water or electricity

32 x 24

768 sq ft at 20²⁵ sq ft

\$ 15,552⁰⁰

valuation

BUILDING PERMIT FEE: \$ 238⁰⁰
 PLUMBING PERMIT FEE: \$ _____ (From plumbing application)
 MECHANICAL PERMIT FEE: \$ _____ (From mechanical application)
 PLAN REVIEW FEE: \$ _____
 VIOLATION FEE: \$ _____ (equal to permit fee)
 STATE BLDG. SURCHARGE: \$ 45⁰⁰
 TOTAL: \$ 242⁵⁰

PLAN REVIEWER: ✓
 PERMIT ISSUED BY: _____

Special Conditions: _____

PLOT PLAN

Submit 2 copies drawn to scale and indicate scale

Name Stephen Wright

- ☐ This form need not be used when plot plans drawn to scale of not less than 1" = 20' are filed with permit application (each building site must have a separate plot plan).
- ☐ For new building provide the following information in the space below: (example on back of this sheet).
 - north arrow
 - lot lines and dimensions
 - locations of all structures on lot and specify use
 - distances from new structure to all lot lines in feet
 - show street frontage
 - location of septic tank and drain field
 - easements, if any
 - driveways

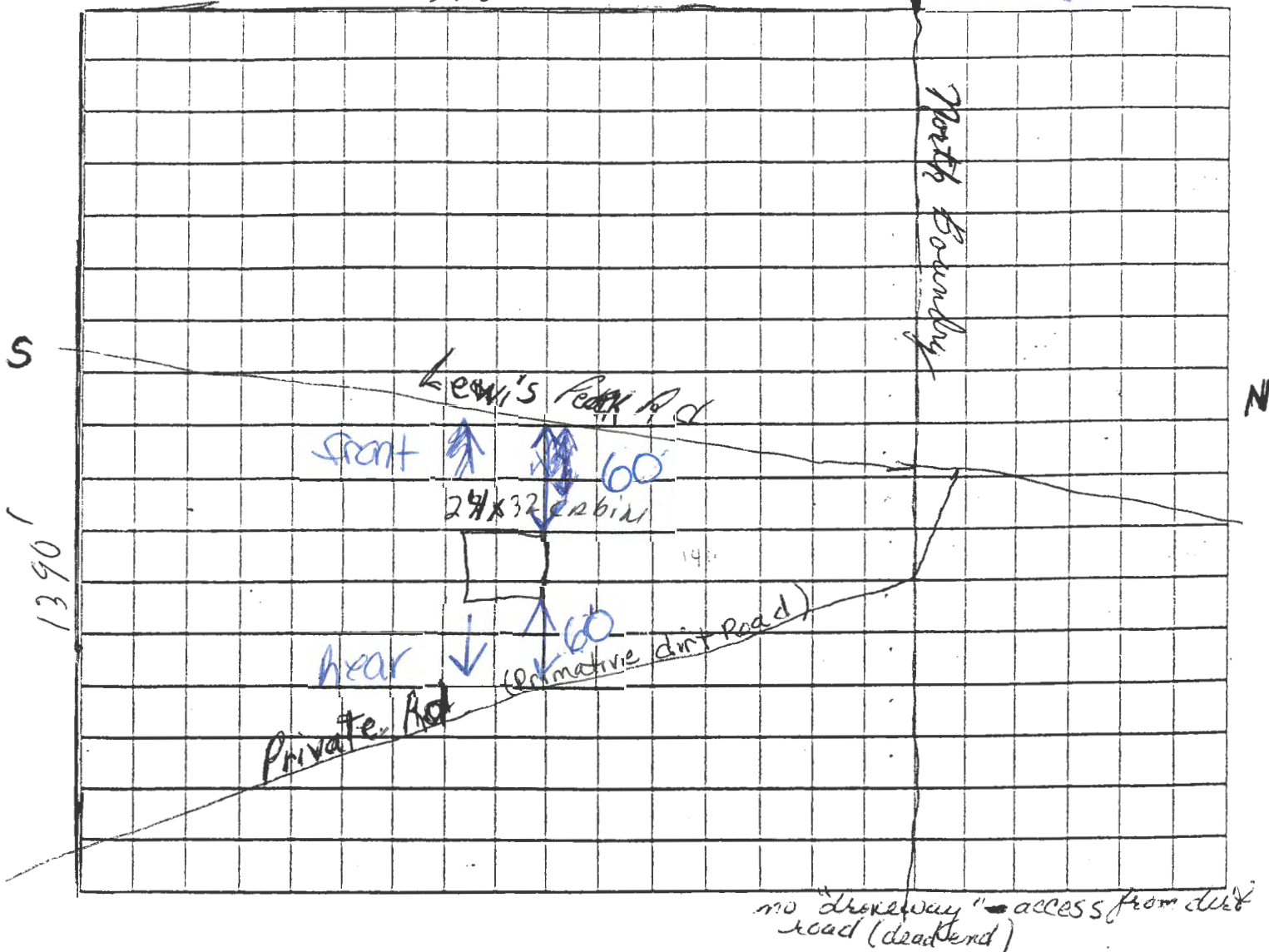


Indicate north in circle

330'

SCALE: Graph squares are

~~20'~~



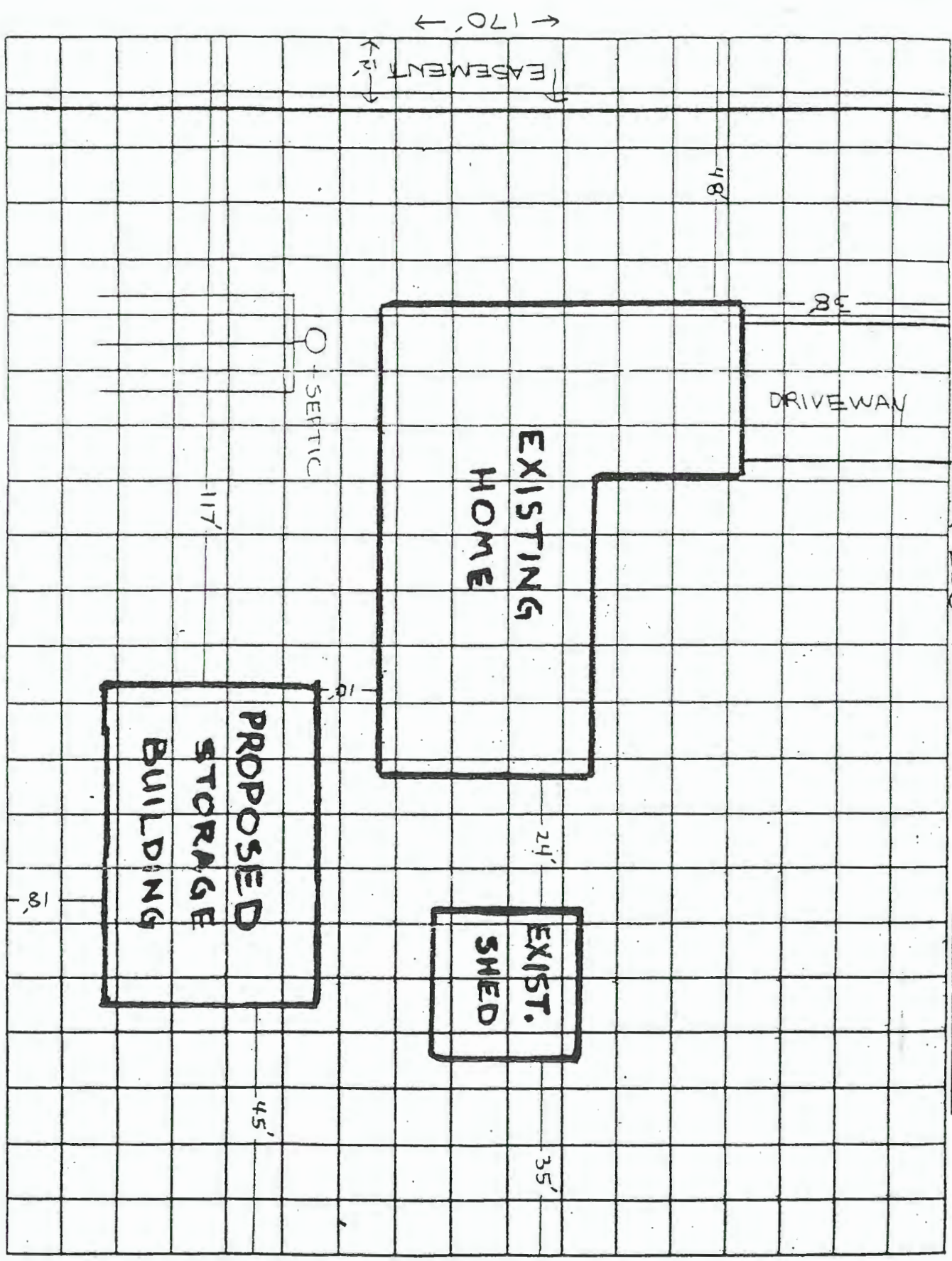
I/we certify that the proposed construction will conform the dimensions and uses shown above and that no changes will be made without first obtaining approval.

Stephen Wright Stephen Wright
Vickie Wright Vickie Wright

NAME(S) OF OWNER(S) OF SITE & STRUCTURE(S) - (PRINT) SIGNATURE OF AUTHORIZED REPRESENTATIVE

↑ INDICATE NORTH IN CIRCLE

1st Street
← 220' →
GRAPH SQUARES ARE 10'



EXAMPLE

WRIGHT

PLOT PLAN

Submit 2 copies drawn to scale and indicate scale

Name Stephen Wright

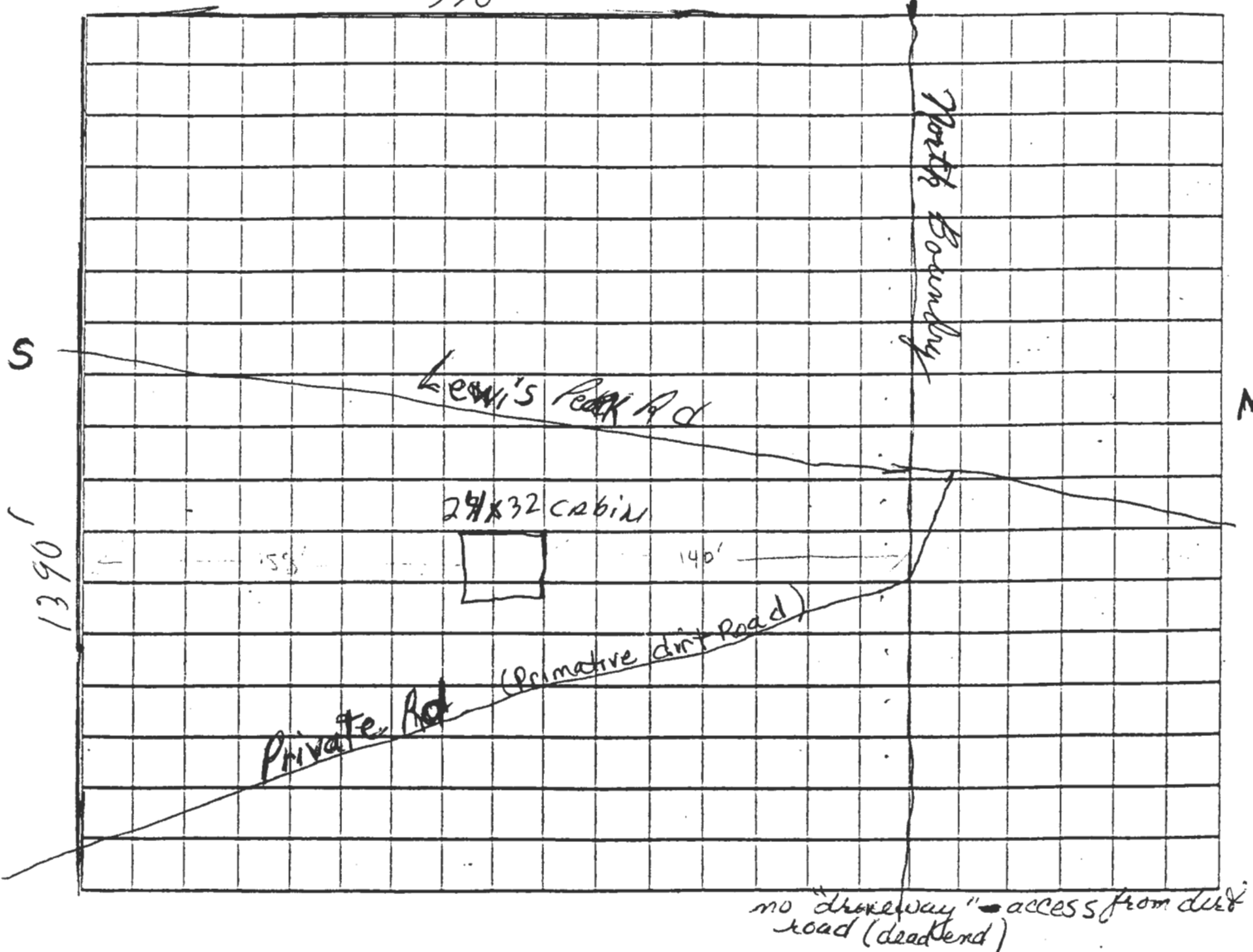
- ☐ This form need not be used when plot plans drawn to scale of not less than 1" = 20' are filed with permit application (each building site must have a separate plot plan).
- ☐ For new building provide the following information in the space below: (example on back of this sheet).
 - north arrow
 - lot lines and dimensions
 - locations of all structures on lot and specify use
 - distances from new structure to all lot lines in feet
 - show street frontage
 - location of septic tank and drain field
 - easements, if any
 - driveways



Indicate north in circle

SCALE: Graph squares are

20'



I/we certify that the proposed construction will conform the dimensions and uses shown above and that no changes will be made without first obtaining approval.

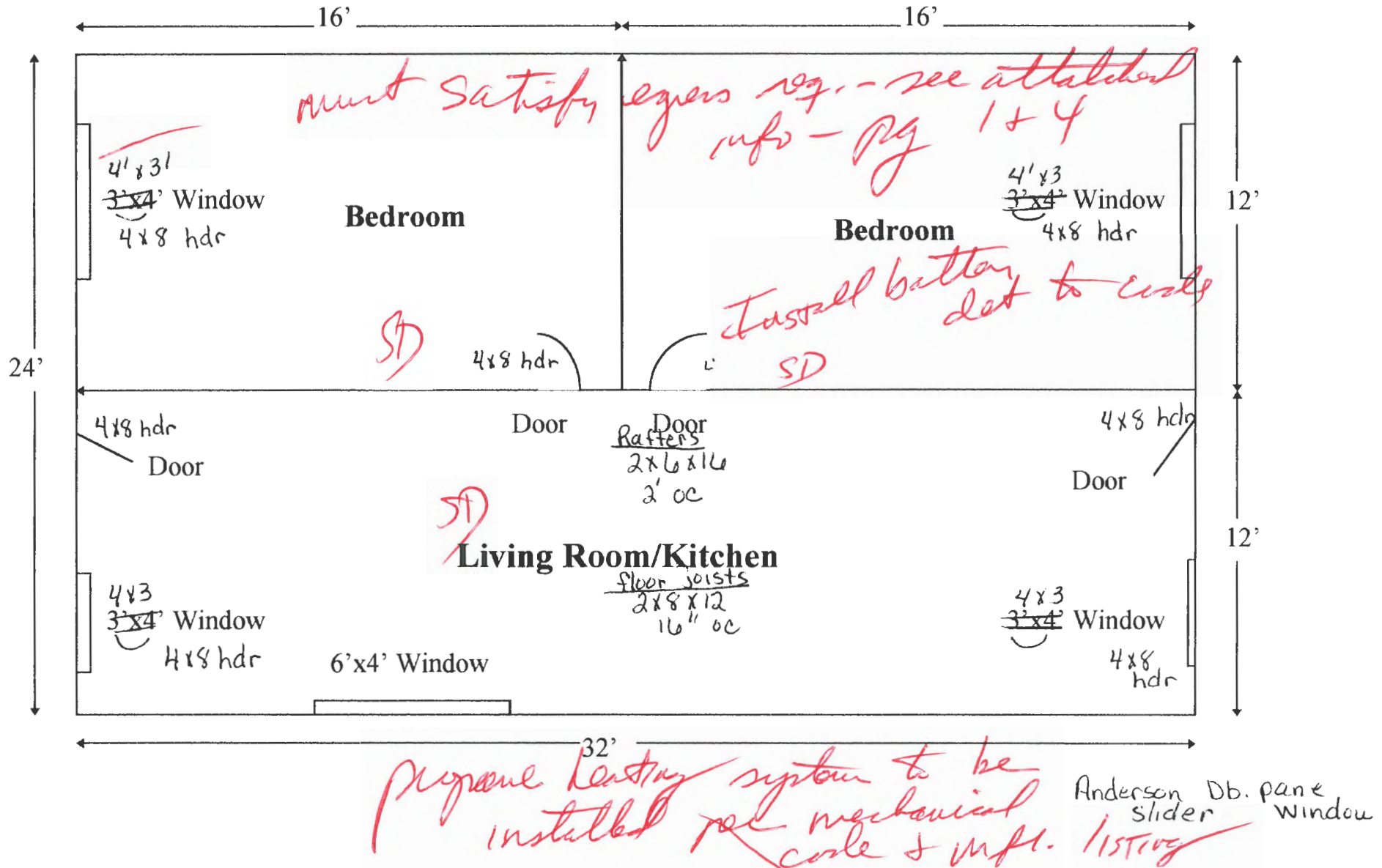
Stephen Wright Stephen Wright
Vickie Wright Vickie Wright

NAME(S) OF OWNER(S) OF SITE & STRUCTURE(S) - (PRINT)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

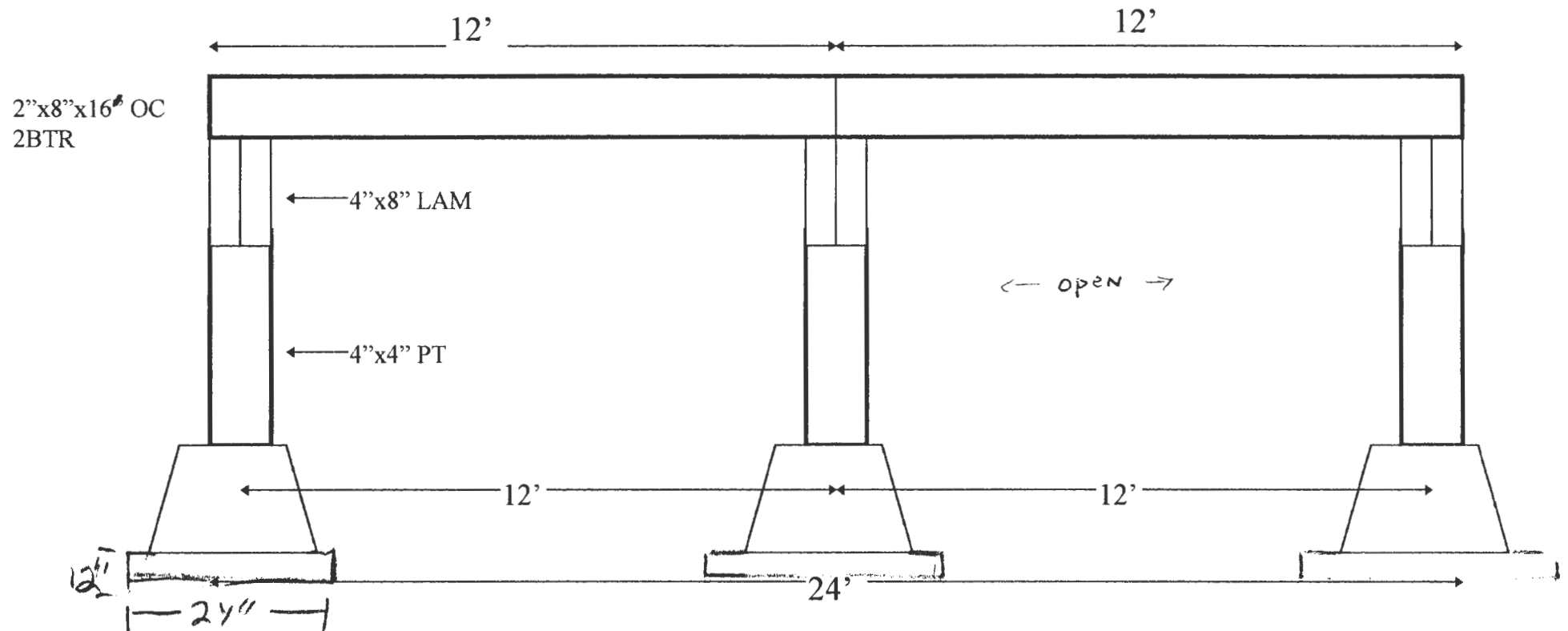
Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

Floor Plan



Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

Foundation Plan

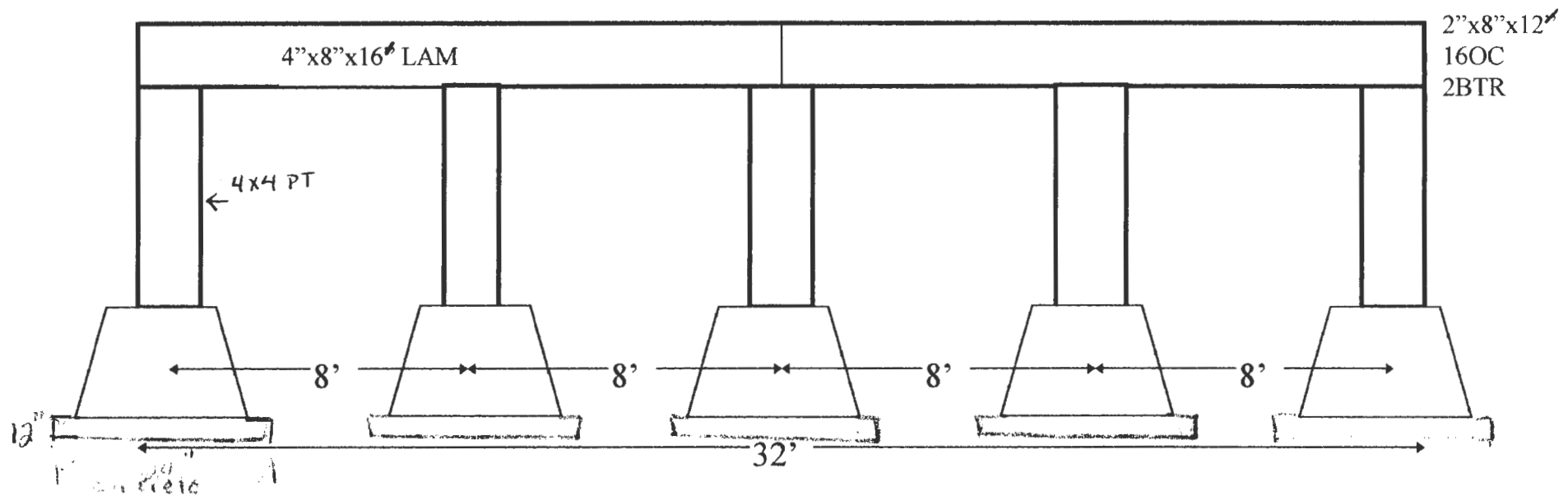


pillar width 12"
12" x 24" concrete pads

Standard post and beam construction
pillar block foundation
Floor joist 16" OC
Studs= 2"x4" - 16"OC

Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

Foundation Plan

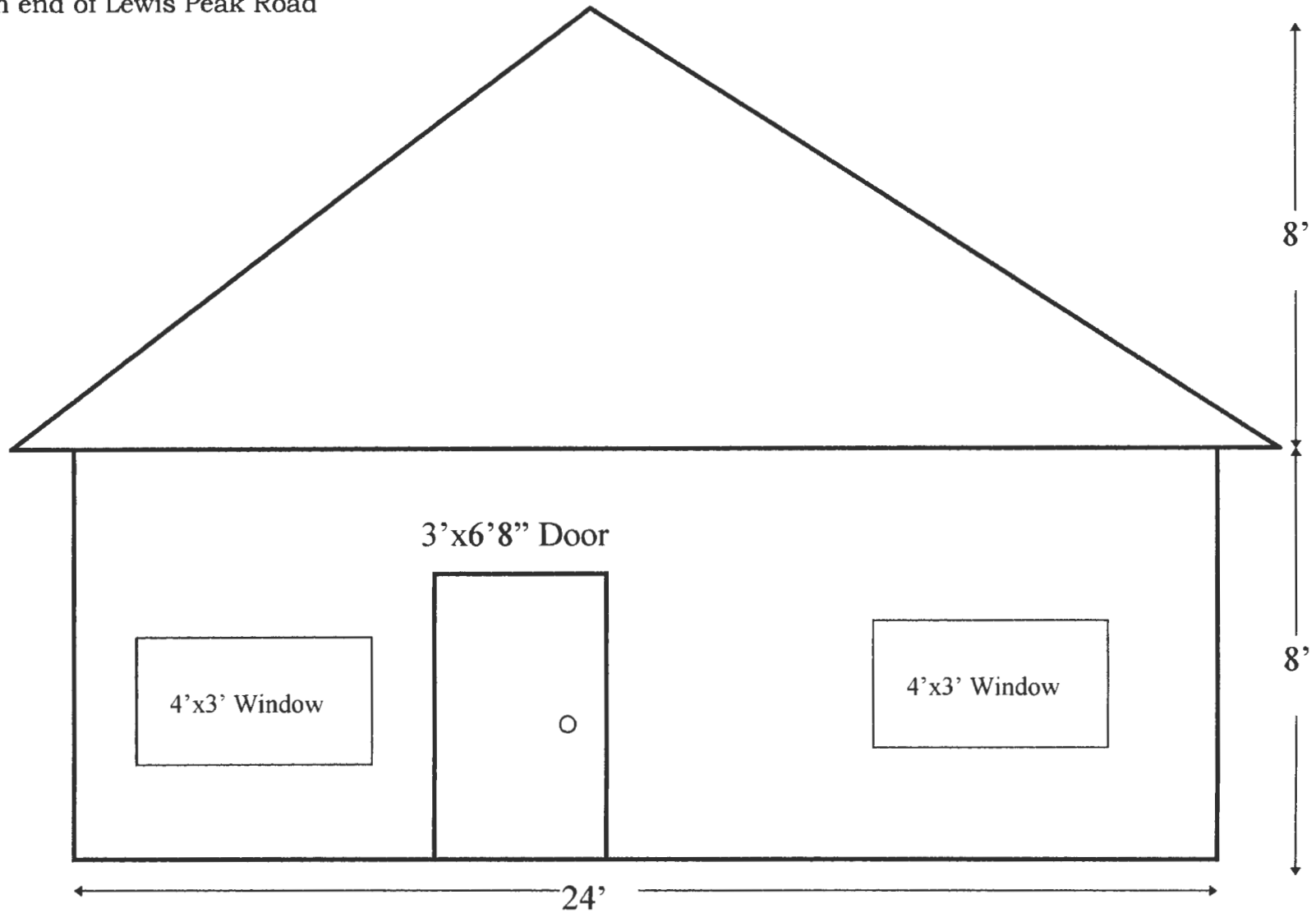


floor sheathing
4x8 x 3/4 T+G decking
Lumber - #2 Btr
Douglas Fir

Standard post and beam construction
pillar block foundation
Floor joist 16" OC
Studs = 2"x4" - 16"OC

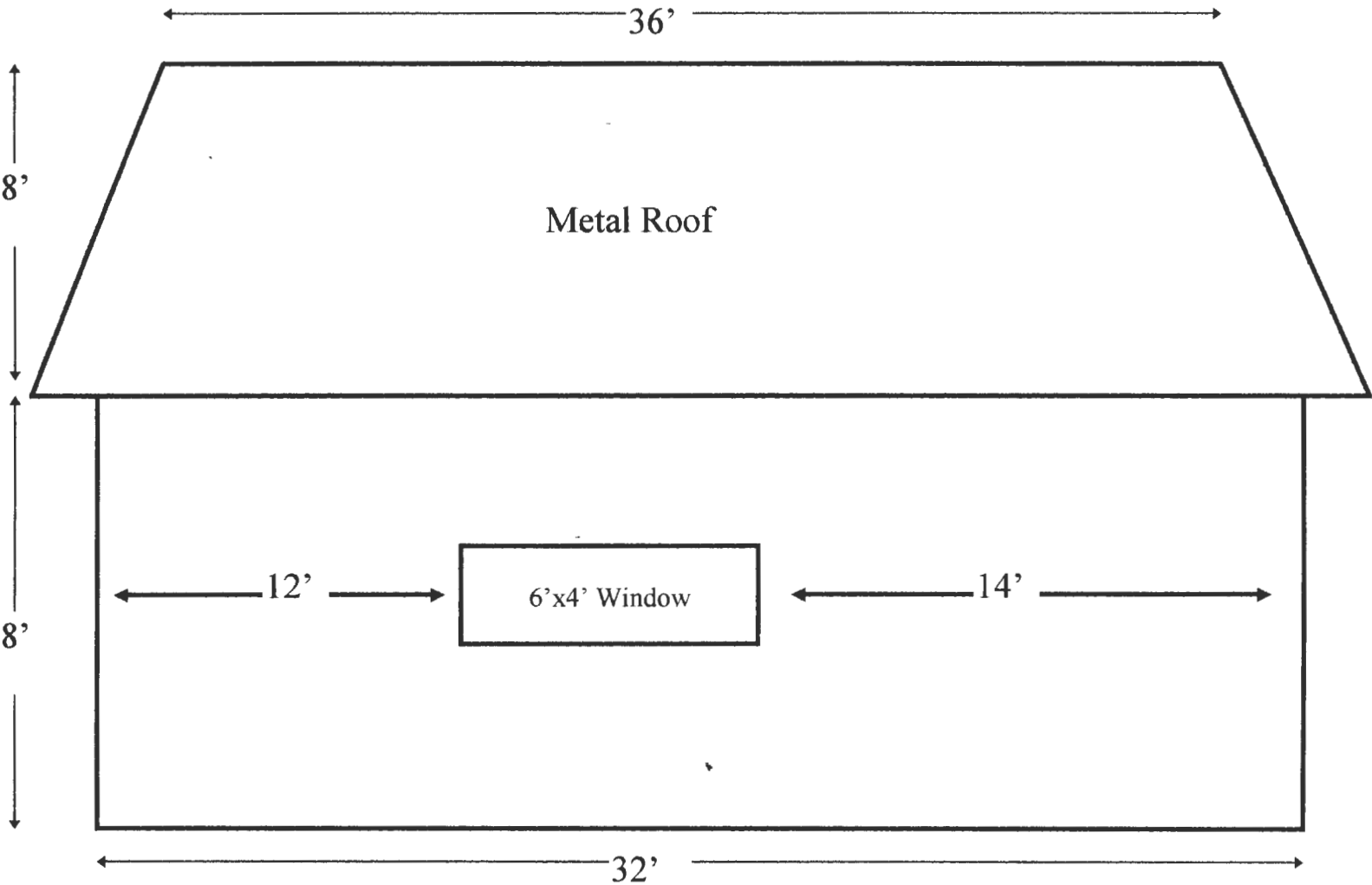
Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

Elevation



North/South Side View

Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

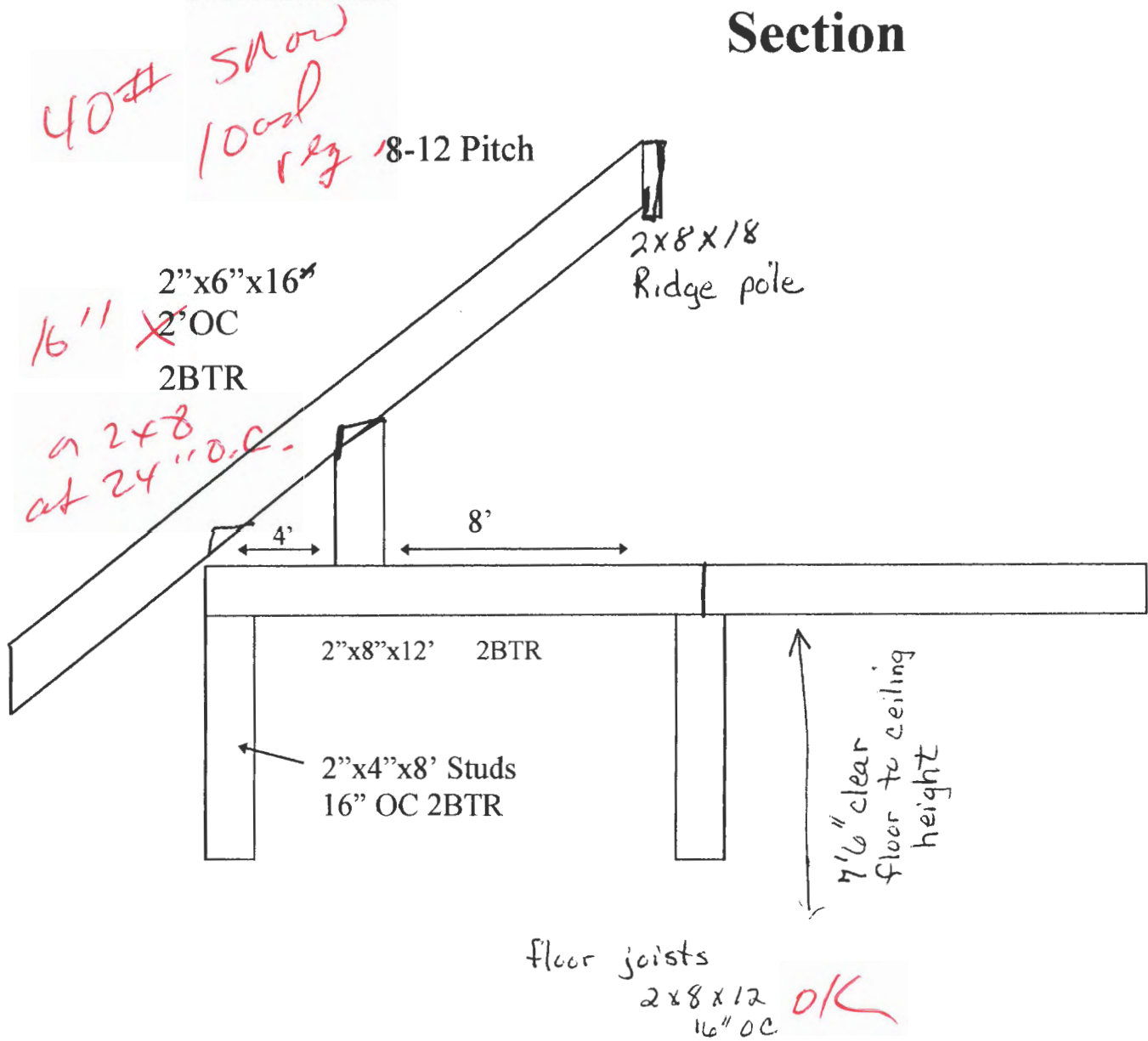


Anderson - Double Pane Windows

East Side View

Steve Wright
Seasonal Cabin
South end of Lewis Peak Road

Section



WALLA WALLA COUNTY-CITY HEALTH DEPARTMENT

Walla Walla, Washington

310 W. Poplar
P.O. Box 1753

SEWAGE DISPOSAL PERMIT

3586

Telephone
527-3290

Permission is hereby granted to install a ☒ new ☐ replacement ☐ expanded ☐ modified on-site sewage disposal system in accordance with requirements contained in the Walla Walla County on-site sewage disposal ordinance. You have the right to appeal the conditions of this permit.

Owner Wright, Stephen Installer Owner

Installation Address/Road Lewis Peak Rd Zip Code 99361

Plat Name/Parcel # 38-07-24-23-0005 Block/Tract _____ Lot(s) _____

Type of Structure 2 bedroom cabin Water Supply None

Septic Tank: ☐ Existing ☐ New — Minimum Size Required None Gallons

Drainfield: ☐ Existing ☐ New — Minimum Length None Feet

Construction Specifications and/or Conditions: Recreational pit toilet
see copy of attached covenant.

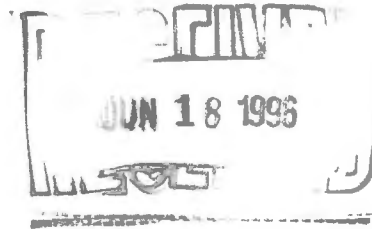
THIS SYSTEM MUST BE INSPECTED AND APPROVED BY THE WALLA WALLA COUNTY-CITY HEALTH DEPARTMENT BEFORE COVERING.

Sanitarian Debbie Riley Date Issued 7-5-96 Expiration Date 7-5-97

White to Purchaser, Yellow to Planning, Pink in Book.

June 13, 1996

Shelley Smith
Regional Planning
310 W. Poplar, Suite 117
Walla Walla, Wa. 99362



Ms. Smith,

Thank you for sending the information on building plans. They were helpful in explaining what details are needed for the permit. We have enclosed the information requested.

As stated previously, the permit request is for a seasonal, three room cabin. The cabin will be used on occasional weekends, approximately six months out of the year. Access is very limited on the south end of Lewis Peak Rd. where the cabin will be located.

The driveway permit has been approved. A copy is enclosed (permit no. 96-73).

Again, as indicated previously, there is no water or electricity available at the building site. Since the cabin will not be utilized during the winter months the heating source will be a propane heater. We do not have the model and size of the heater as it has not been purchased yet. The building inspector I spoke with on June 12 said this was acceptable. The walls and ceiling will be insulated with 3 1/2" R-11.

There seems to be some confusion over which end of Lewis Peak Rd. the property is on. The site plan and all other papers indicate the location to be on the south end-not the north. The plan shows the north boundry of the property as it relates to the cabin site. Please let me know if further clarification is necessary.

If you need additional information, I can be reached at 509-547-5835. Thank you for assisting us through this process.

Sincerely,

Steve Wright

DRIVEWAY PERMIT APPLICATION

Walla Walla County Department of Public Works
P.O. Box 813 - Navion Lane
Walla Walla, Washington 99362
(509) 527-3241 - Fax (509) 527-3243
TDD 1-800-833-6388

PERMIT NO. 96-73

Current Mailing Address

Name Stephen Wright
Address 490 Kau Trail
Pasco, Wa, 99301
City (509) 547-5835 State Wa Zip 99301
Telephone (509) 547-5835

Date: 5/23/96

CALL BEFORE YOU DIG! 1-800-332-2344

Construction Site Address

Name Stephen Wright
Address No Address - Seasonal cabin
End of Lewis Peak Rd.
City Wa State Wa Zip 99301

PURPOSE:
☒ New Construction
☐ Remodeling
☐ Field Approach
☐ Existing Driveway

N 1/2 of S 1/2 of SW Qtr of
NW Qtr of S 24
T 7 N, R 38 E
Walla Walla County

Provide a sketch showing exact location of the driveway site on the property, distance to nearest crossroad, distance from property line, etc., so site can be field-located. Mark location on site, if possible.

Access to cabin is from established private road
that is approx. 20 yrs old. No additional driveway
will be constructed.



Signature Stephen Wright
☐ Contractor ☒ Property Owner

OFFICE USE ONLY

SITE INSPECTION: Culvert required? ☐ Yes ☒ No

Culvert size: _____

Sight Distance Adequate: yes

Distance Left: _____ ft.

Distance Right: _____ ft.

Comments: _____

Posted Speed Limit: _____ mph

Inspector: _____

Date: _____

FINAL INSPECTION REPORT:

Culvert diameter: 0 inches

Driveway width: 20± feet

Construction meets requirements: ditto

Comments: _____

Primitive road - no improvements necessary
at this time.

Inspector: M. J. J. J.

Date: 6/13/96

NOTE: Regulations of reverse side must be strictly adhered to.

REGULATIONS FOR CONSTRUCTING DRIVEWAYS / APPROACHES TO WALLA WALLA COUNTY ROADS

1. **ROAD APPROACHES SHALL BE CONSTRUCTED BEFORE FOOTINGS ARE POURED** to prevent damage to the edge of the County Road. Permittee shall notify the Department of Public Works Utility Inspector 48 hours before construction of the approach so arrangements can be made for an inspection.
2. The centerline intersection of the approach and the County Road shall be as close to right angles as possible. The minimum angle of intersection shall not be less than 75°.
3. The top 6 to 9 inches, compacted depth, of the approach shall be constructed of crushed rock and shall extend from the right-of-way line to the edge or shoulder of the County Road. The first 3 to 6 inches can be of 1½-inch minus crushed surfacing base course. The top 3 inches shall be constructed of 5/8-inch minus crushed surfacing top course.
4. The finished approach shall provide drainage away from the County Road. The standard approach grade slopes down and away from the County Road a minimum of 3 inches, measured vertically, in the first 10 feet, measured horizontally. Any other grade shall be approved, in writing, by the Director of Public Works' Office.
5. There shall be no concrete placed within the County Road right-of-way.
6. The Director of Public Works or his authorized representative shall determine the necessity of a culvert. If a culvert is required, it shall meet the following specifications:
 - A. Minimum inside diameter shall be 12 inches. A larger pipe may be required as determined by the Director of Public Works.
 - B. Material shall be corrugated steel (CMP) meeting Washington State Department of Transportation specifications.
 - C. All culverts 36" in diameter or less shall be installed with flared end sections. All culverts 42" in diameter or larger shall be beveled and installed with gaskets and headwalls.
 - D. The flow line of the pipe shall be at the same elevation and alignment as the flow line of the roadway drainage ditch.
7. To the extent practicable within ~~frontage~~ limits, any road approach shall be located at the point of optimum sight distance along the highway. Adequacy of the sight distance shall be determined by the Director of Public Works or his designee.
8. The following State statutes make provisions for the regulations of the construction of approaches to County Roads:

RCW 36.75.130 Approaches to County Roads. No person shall be permitted to build or construct any approach to any County Road without first obtaining permission from the County.

RCW 36.75.150 Approaches to County Road - PENALTY. Any person violating any of the provisions of RCW 36.75.130 shall be guilty of a misdemeanor.

Walla Walla County is an Equal Opportunity Employer and complies with the Americans With Disabilities Act.

Request for special accommodations (interpreters, accessibility, etc.) may be made by notifying the office at least 3 days prior to meeting.

10415
LEWIS PEAK RD(S.WRIGHT-CABIN)

~~road~~
Cabin
storage bldg

LEWIS PEAK RD(S.WRIGHT-CABIN)



Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice, Director
Agenda Date: October 18, 2021
RE: Department Update

Building/Fire

The following building and fire permits were approved during the last two weeks:

Permit #	Date Applied	Date Approved	Days	Address	Description	Applicant
B21-0433	8/26/2021	10/4/2021	39	2950 S 3RD AVE	480 sf Pool House, 300 sf Covered Porch	M STACEY CONSTRUCTION COMPANY
B21-0457	9/9/2021	10/4/2021	25	757 NEWTOWN RD	672 sq ft ADU, 160 sf Covered Porch	GLEASON, TIMOTHY & CONNIE
B21-0520	10/7/2021	10/7/2021	0	6475 MILL CREEK RD	Demo 625 sf Shop & 1.650 sf House	EAGON EXVTNG & CONST SERVICES
B21-0524	10/8/2021	10/8/2021	0	238 ABEL LN	Replace Woodstove Insert	BURNHAM-WILLOUGHBY, JANICE KAY
B21-0518	10/6/2021	10/8/2021	2	1663 CORKRUM RD	Special Event - 1600 sf Tent 10/8 - 10/10/2021	SANDY'S U-RENT
B21-0489	9/21/2021	10/11/2021	20	21 LONGVIEW CT	1852 sf Residence, 468 sf Cov Porch/Patio, 1001 sf Garage	SIMPLICITY HOMES, LLC
B21-0517	10/6/2021	10/11/2021	5	155 HARRISON PL	Compliance for MFG Home placed 1979 - for Title Elimination	MC ALISTER, TRAVIS
B21-0484	9/21/2021	10/12/2021	21	9406 LEWIS PEAK RD	12 - 16 kW Ground Mount Solar Array	WEST, MATTHEW S & CHRISTINE R
B21-0501	9/28/2021	10/12/2021	14	374 CEMETERY RD	Place 2100 sf, 2021 Marlette Mfg Home	HATTON HOMES LLC
B21-0419	8/20/2021	10/12/2021	53	315 E CESSNA AVE	Remodel for Winery Production & Barrel Storage	PROSPICE WINES
B21-0526	10/13/2021	10/13/2021	0	496 ELECTRIC AVE	Meter Set & Piping to furnace (B21-0006)	VICARI, JASON & JESSICA L

Technical Review Committee (TRC) meetings

1. PRE21-057 – Preapplication meeting for renovation of church into studio and offices for Blue Mountain Broadcasting Association (Blue Mountain Television), 1470 Wallula Avenue. Conditional use permit was granted by Hearing Examiner in 2020 and some construction, including a new tower, has already been permitted and completed. Scope of this meeting was to review preliminary renovation plans for the building. 10/6/2021
2. PRE21-058 – Preapplication meeting for possible short plat and construction of a new residence and accessory dwelling unit at 5577 N. Highway 125. 10/6/2021

Planning Commission

The Planning Commission held a regular meeting (virtually) on October 6, 2021. There were two matters on the agenda – public hearings for the two Preliminary Docket non-county applications. All but one Planning Commission members participated, and several members of the public attended and participated. The meeting lasted more than three hours. The Planning Commission decided, after hearing testimony from several members of the public, to NOT recommend that the application submitted by Yellowhawk Resort (ZCA21-001) be moved to the Final Docket. After hearing public testimony and deliberating, the Planning Commission continued the meeting to allow for additional time to consider the proposal by Martin Airport (CPA21-001).

The continued meeting has been scheduled for Wednesday, October 20, 2021. Staff is preparing additional materials for the Special Meeting. Once a recommendation is made by the Planning Commission, both applications will be formally sent to the Board of County Commissioners for review under [WWCC 14.15.060E](#).

Code Cases Closed

The following cases were closed during the last two weeks:

Case No	Description	Address	Date Opened	Date Closed	Case Type
C21-013	Building without a permit	10518 W HWY 12	02/22/2021	10/11/2021	BUILDING
C21-073	Illegal Business	153 W SUNSET DR	08/11/2021	10/11/2021	PLANNING
C21-077	Weeds	227 HILL RD	08/30/2021	10/11/2021	NUISANCE VEGETATION
C21-082	Inoperable Vehicle, Wood Debris, JLD	340 HANSON RD	09/22/2021	10/13/2021	MIXED
C21-079	Inoperable vehicles	54 PEACH LN	09/21/2021	10/12/2021	MIXED
C21-084	RV Living	709 HANSON LOOP	09/28/2021	10/12/2021	MIXED
C21-030	JLD	813 ANKENY ST	05/12/2021	10/11/2021	MIXED

Planning Decisions

1. CAP21-021 – Exemption approved for Russell Creek Fish Passage and Instream Habitat Restoration (Conservation District). 10/5/2021
2. BSP21-001 – Port of Walla Walla Burbank Business Park Binding Site Plan (BSP) Amendment 3 (Minor Revision to boundary lines and easements). 10/12/2021
3. WP21-004 – Type 1 Winery Permit for Prospice Wines on Cessna Avenue in Airport Development District. 10/12/2021
4. CAP21-022 – Critical Areas Permit for installation of a new solar array on Lewis Peak Road near erosion hazard areas. 10/12/2021

Miscellaneous

1. Senior Planner and Planning Technician attended Voluntary Stewardship Outreach Meeting on October 8, 2021.
2. October 8 Countywide Planning Policies meeting with city staff moved to October 22 due to scheduling conflict on the part of College Place staff.

a) Action Agenda Items:

- 1) Proposal 2021 10-18 Fair-1 Approval to submit a Request for Qualifications to hire a contracted sponsorship person to increase sponsorship revenues for Walla Walla Fair & Frontier Days
- 2) Proposal 2021 10-18 Fair-2 Approval of expending Lodging Tax Advisory Committee (LTAC) funds to reimburse the Fairgrounds for the Electronic Sign Project

b) Department update and miscellaneous



MEMO

Date: 10/4/2021

Proposal ID. 2021 10-18 Fair-1

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

Intent – For Walla Walla Fair & Frontier Days to hire a contracted sponsorship person to increase sponsorship revenues for the Walla Walla Fair & Frontier Days. It would also be expected of this person to handle fulfillment of sponsorships during and after the fair.

Topic – Contracted Sponsorship Sale Person

Summary – We would like to enter into an agreement with a professional sponsorship salesperson to help increase our revenue as we move forward. Most fairs our size have a dedicated sponsorship person on staff or contracted. This will be a big step to generating more revenue, being more professional and taking care of our sponsors.

Cost – We would contract with a sponsorship salesperson and pay them 20% commission on all sales. If they don't sell, they will not get paid.

Funding – All payments to this person would be made after revenue from sales have been collected and deposited in our account.

Alternatives Considered – We have sold sponsorships in house for many years and have had the same results year after year. We have not gone outside to a professional salesperson.

Acquisition Method – To go through the RFQ process and pick the best person through a committee.

Security – NA

Access – NA

Risk – That we would not increase sales enough and lose 20% on our existing sponsorships.

Benefits – We should receive a big jump in sales. We would also have a professional dedicated person handling fulfillment during the fair.

Conclusion/Recommendation – This will be good for the county, fairgrounds, and Foundation by generating more revenue by expanding our sponsorship program. The goal would be to double our cash sponsorships over the next 3 years. I would recommend that we send out an RFQ and start the process of finding a professional sponsorship person.

Submitted By

Disposition

Greg Lybeck Fairgrounds

____ Approved

Name Department Date

____ Approved with modifications

____ Needs follow up information

Signature

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up



MEMO

Date: 10/4/2021

Proposal ID. 2021 10-18 Fair-2

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

Intent – To receive approval from the Commissioners to use LTAC money to reimburse the Fairgrounds. LTAC funds that have been set aside for close to three years for the electronic sign project.

Topic – Electronic Reader Board LTAC reimbursement **Part Two.**

Summary – To use Fairgrounds 118 funds to pay for the Electronic Reader board and get reimbursed in a timely manner out of the LTAC account.

Cost- \$35,093.03 (see attached invoice)

Funding – From LTAC funds.

Alternatives Considered- None considered.

Acquisition Method – The sign and construction were acquired by the bid process.

Security – None.

Access -None.

Risk – None.

Benefits – The sign will be great for fairgrounds marketing while reducing our labor by not having to manually put the letters up each week.

Conclusion/Recommendation – My recommendation is for the commissioners to approve the use of LTAC funds to reimburse the Fairgrounds \$35,093.03. This sign will be a great marketing tool for us while generating revenue.

Submitted By

Disposition

Greg Lybeck Fairgrounds

___ Approved

Name Department Date

___ Approved with modifications

___ Needs follow up information

Signature

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



Eagle Signs LLC

1511 S Keys Road
Yakima, WA 98901

Invoice

DATE	INVOICE #
8/9/2021	23930

SEP 2 / 2021

Walla Walla Fairgrounds
363 Orchard Street
Walla Walla, WA 99362

SHIP TO

Walla Walla Fairgrounds
363 Orchard Street
Walla Walla, WA 99362

Purchase Order	TERMS	REP	SHIP DATE	PROJECT
Contact	Net 30	NJH	8/6/2021	23930..5/24/21 M...

QTY	DESCRIPTION	RATE	AMOUNT
1	<p>Manufacture and install new double pole led sign display onto existing base pipes. Specifications: New aluminum fabricated 7'x 20' ABC cabinet painted black. New white panaflex faces with 1st surface printed graphics installed into cabinet. Cabinet internally lit by white LEDS Install customer supplied 8'10" X 16'2" Daktronic LED sign display onto poles as required. Sleeve new 10" to 8" pipe into existing base pipes as required. (Paint poles black)</p> <p>*Remove existing sign and reuse existing 8" poles on new sign.</p>	32,225.00	32,225.00
0	Dept of L&I electrical permit #3591735E	46.80	0.00

Thank you for your business.

Subtotal \$32,225.00

Sales Tax (8.9%) \$2,868.03

Total \$35,093.03

Should you have a question or comment please contact me @ 509 453-5511
Our goal is 100% customer satisfaction
Larry Oliver, owner

Phone #	(509) 453-5511	Fax #	(509) 453-7912	Balance Due	\$35,093.03
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Accounts are due and payable upon receipt of Invoice. Interest of 1.5% per month or 18% annually will be charged on all past due accounts.

Walla Walla County Fairgrounds

Greg Lybeck, CFE

General Manager



Walla Walla Board of County Commissioners

Department Head Report

October 18, 2021

A. Fairgrounds Department Staffing

- Our regular office and maintenance staff are back to working their regular hours.
- Larry is out for surgery, and we've kept on Express Staff member Josh to help fill that gap in the maintenance area.
- Abby (Express Staff) has also been coming in for a few hours for various projects and helped with our recent ticketed event, Crashmania.

B. Grounds Update:

- We continue to be busy with events and contracting new events. We just completed two large events in our arena/grandstand area... Crashmania on 10/9 and Monster Trucks over this last weekend (10/15-17). Both events gave us a good look at improvements that can be made for future events.
- We have booked a Hispanic rodeo in the Expo Building that could be a good revenue generator and hopefully a good contact for many Hispanic rodeos and concerts during non-fair times.
- Our Winter Riding contracts for the Expo, November through March, is higher than it's been the last 4 years. We only have a couple open riding times.
- Events in the Expo are booked as well through the winter.
- We will be putting new LED lights in the Pavilion in preparation of renting them for our upcoming events.
- Updates were made to the Rodeo Arena/Grandstand rental. Buyout options for parking, ticketing, and food were added, otherwise we reserve the rights for all.

C. Walla Walla Fair 2021:

- I will be speaking to Sunrise Rotary on October 27th about this year's fair and plans for 2022.
- The fair appreciation party for our volunteers will be on October 28th in the Pavilion. This event will be great opportunity to thank all of them for helping us put on the 2021 fair. Without them we could not put on our fair.

- Premium checks and awards continue to be picked-up daily in the Main Office.
- Results from all events, i.e., parade, rodeo, exhibitors, demo...are posted on the website.
- Overall Fair exhibitor entries were down a bit for Fair, mostly in the still life areas. Looking ahead to next year for regular entry numbers, or higher as has been the trend with the exception of 2020-2021.
- The Youth Market sale put on by the Walla Walla Cattlemen's Association was a huge hit this year. Thanks to all the generous buyers and supporters, sales reached an all-time record. This was a great reward for the kids for all of their time and effort.
- Confirmed with WSDA that the fair funding forms will be available in December. We will get them done and submitted when received.
- Sponsorships
 - In the coming weeks, we will be sending our annual thank you letter to all Fair sponsors. Additionally, we will be scheduling a luncheon for our higher-level sponsors to review Fair at a high level and the impact of their support on our fair.
 - We are looking at a new process to oversee large sponsorships as well as development and fulfillment. We are excited to be able to start growing in this area.
- Vendors / Food Concessions: For the 2022 Fair,
 - We will be making needed updates to the Vendor Handbook, such as identifying move-in/out days and hours; not guaranteeing return rights; clarifying the requirement that vendors may only exhibit or sell those items or services listed on the Fair-issued contract; etc.
 - We are taking a hard look at both the indoor and outdoor layouts with the intent of making needed changes.
 - Will be reviewing the vendor rental fees.
 - Upgrading requirements for trailer units, such as requiring full skirting and disallowing beverage tank and inventory storage behind units unless they are attractively concealed.
 - Reviewing a five-year history of food vendor revenues to determine if food items continue to be selling well and if changes are needed.
- Entertainment: we are starting to talk about the changes we are planning on making for the 2022 fair. Our committee has interviewed 4 talent buying companies and are very close to picking one to bring to you for approval. We are excited for what a few of them can do to help us be successful both during fair but also year around.
- JoAnne and I will be traveling to the Washington State Fairs convention in Spokane October 21-23. It will be a good opportunity to network with other fairs and attend educational workshops.
- Ticketing:
 - Overall, event ticket sales were up quite a bit from 2019. In fact, our demo derby

sold out several days before the event. Additionally, Saturday night rodeo was just 189 tickets shy of a sellout event.

- As part of our giving back to the community, 50 cents from each sold ticket for the Friday night rodeo and Sunday night performances goes to local non-profits. We are planning an in-person presentation of the dollars to each organization. For Tough Enough to Wear Pink night (Friday), the Foundation is giving \$1,180.50 to Providence St Mary's Regional Cancer Center. For our Military Appreciation night, the Foundation is giving \$1,277.50 to Reserve Officers Organization of America for their headstone cleaning project.
- Carnival: While our wristband voucher pre-sales were down overall this year, on-site sales were record breaking and allowed us to hit a mark in our contract which gave us an extra percentage of income. We will be meeting with Davis Shows next week to talk about 2022.

D. Fairgrounds Physical Plant Improvement and Maintenance

- We have sent out a bid for fence replacement on Tietan Street. It is part of our larger plan to upgrade the entry points on the South -end of our grounds.
- We are getting our grounds back to normal with everything put away

E. Fair Board:

- Board meeting: Our board meeting is Tuesday, October 19, 2021. This is our annual meeting when we vote on new officers for the year.

F. Budget:

- Financially, we came out of Fair at a much better position than in 2019. Our goal now for the next few months is to protect that positive position by minimizing expenses (such as turning off water and power on the grounds).
- We are currently going through a State Audit on the year 2020 and our 2021 Fair event.
- As we look to holding special (ticketed type) events in the future, we have planned a meeting with Auditor and Treasurer staff to discuss financials, budget, and money handling for these events.

**11:00 DEPARTMENT OF COMMUNITY HEALTH/
BOARD OF HEALTH**

**Dr. Kaminsky
Nancy Wenzel**

a) Action Agenda Items:

- 1) Resolution – Approving out of state travel for Department of Community Health Employees (Maycumber and Hodges)

b) COVID-19 update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
DEPARTMENT OF COMMUNITY
HEALTH EMPLOYEES
(MAYCUMBER AND HODGES)

RESOLUTION NO. **21**

WHEREAS, the Walla Walla County Department of Community Health Administrative Director, Nancy Wenzel, has requested approval for out of state travel for Andrew Maycumber and Charissa Hodges to New Orleans, Louisiana to attend the Manager of Landfill Operations Training Course November 17 through November 19, 2021; and

WHEREAS, said training will benefit the citizens of Walla Walla County and is a training to prepare for the Manager of Landfill Operations Certification Exam as required by the position to regulate landfill operations in Walla Walla County; and

WHEREAS, all expenses for this training will be covered by Environmental Health fees and Foundational Public Health Funding which resides in County Fund 112; and

WHEREAS, pursuant to County policy, an employee Travel Authorization form has been submitted for review and consideration; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

BE IT HEREBY RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

Passed this 18th day of October, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

Constituting the Board of County Commissioners
of Walla Walla County, Washington

Attachment 1

Walla Walla County Health Department Travel/Training Authorization

To be completed by Employee

Date of Travel: 11/16/2021- 11/20/2021		TA#	
Funding Source: Fund 112 - FPH/Fees			
Employee Attending: Andrew Maycumber and Charissa Hodges		Estimate of Cost (Includes all costs even prepaid)	
Meeting/Training: Manager of Landfill Operations		Transportation	
Start time/date: 11/17/2021 8AM		<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle \$	
End time/date: 11/19/2021 5PM		<input type="checkbox"/> Private Vehicle _____ miles @ \$ 0.00 \$ 0.00	
Location: City: New Orleans State: LA		<input type="checkbox"/> Rental Car <input checked="" type="checkbox"/> Cab/Bus \$	
Title of Meeting/Training: (Attach agenda/training brochure) Manager of Landfill Operations Training Course		Lodging	
Departure Date: 11/16/2021 Time: 6AM		night(s) 6.00 @ \$ 109.00 \$ 654.00	
Return Date: 11/20/2021 Time: 11pm		Meals	
		Breakfast(s) 8 @ \$ 19.00 \$ 152.00	
		Lunch(s) 8.00 @ \$ 22.00 \$ 176.00	
		Dinner(s) 8.00 @ \$ 33.00 \$ 264.00	
Place of Lodging: Embassy Suites by Hilton New Orleans		Registration/Tuition : 2.00 @ \$ 1,499.00 \$ 2,998.00	
Cancel Date: /15/2021		Cancel Date: 10/29/2021 \$	
Phone Number:		Total Expenses \$ 4,244.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 11/15/2021

Credit Card Use Policy: I certify that when issued an agency credit card it will be used for purchases authorized by this travel authorization only. I will return the credit card immediately upon return, and a signed travel expense voucher and all required original receipts within five (5) days of my return. I further agree that if the credit card receipts show any amount in excess of this authorization, I will attach a check or money order for the amount owed or the amount shall be deducted by the County from my next paycheck. I have read and understand County Policies 40.05.0 and 40.06.0 and agree to the terms and conditions therein.

Signature of Employee & Date

Out of state travel: ☐ Yes ☒ No (Attach Resolution for Out of State Travel)

Approved by Supervisor: _____ Date: _____

Approved by Director: _____ Date: _____

Walla Walla County Policy 40.05.0 – Business Expenses & Travel Compensation
Walla Walla County Policy 40.06.0 – Training Reimbursement

Attachment 1

Walla Walla County Health Department Policy Number 1.3.1.2

Page 1 of 1

Manager of Landfill Operations Training Course

New Orleans, LA

Wednesday, November 17 – Friday, November 19, 2021

8:00 a.m. – 5:00 p.m.

SWANA is pleased to present the pilot presentation of the new Manager of Landfill Operations course – newly developed in 2021 – in New Orleans, LA!

The new MOLO course was built to help you gain the information and skills needed to run a modern landfill like a pro! This course gives you the tools, information, and confidence to become a first-class landfill manager, leader, and problem-solver who knows where to find answers. Gain the technical and administrative skills to make thoughtful decisions that meet the needs of your community, regulators, and team. Learn what it takes to make convincing arguments that are grounded in knowing what it takes to achieve a well-run, properly-equipped operation.

Offered over three days, the new course features 13 modules based on the new MOLO Body of Knowledge, the compendium of the skills, abilities, and information MOLOs need to be effective in this critical industry role.

Module 1	Course Introduction and Overview
Module 2	Landfill Basics
Module 3	Landfill Siting, Development, and Design
Module 4	Short- and Long-Term Planning
Module 5	Landfill Operations
Module 6	Site Management and Control
Module 7	Leachate and Landfill Gas
Module 8	Groundwater Monitoring and Stormwater
Module 9	Closed Landfill Management and Maintenance
Module 10	Landfill Safety
Module 11	Communication and Training
Module 12	Prohibited and Hazardous Waste Materials Management
Module 13	Management and Leadership

MOLO Certification

Individuals seeking MOLO certification should note that taking the new MOLO course does NOT guarantee success on the exam. Passing a certification exam requires amassing knowledge, skills, and abilities over time from a variety of sources; no one course provides all of the knowledge, skills, and abilities needed to pass a certification exam. Knowledge is gained over time from years of experience in the field; online courses, webinars, and podcasts; in-person seminars and events; hands-on workshops; on-the-job training; local, regional, and national conferences; mentoring programs; trade publications; and more. Thus, the MOLO course should be considered as just one resource that can be used to help prepare for MOLO certification. Those who wish to sit for the MOLO Certification exam should self-assess and fill knowledge and skill gaps by reviewing the new MOLO Body of Knowledge found at swana.org/MOLO. ([https://swana.org/training-certification/find-a-course/course-catalog/certification-course/manager-of-landfill-operations-\(molo\)](https://swana.org/training-certification/find-a-course/course-catalog/certification-course/manager-of-landfill-operations-(molo)))

Format

The course will be presented as a live, in-person learning event led by a SWANA-certified faculty instructor.

Location & Hotel Reservations

Embassy Suites by Hilton New Orleans
315 Julia Street
New Orleans, LA 70130

Click here to secure a hotel reservation »

(<https://embassysuites.hilton.com/en/es/groups/personalized/M/MSYCCES-SWA-20211115/index.jhtml>).

Hilton Hotel: Guidelines

Local government rules for this hotel require proof of vaccination to access certain on-site amenities, including dining and fitness facilities. Please check the evolving health and safety requirements in effect where the hotel is located for specific rules and exceptions before traveling. The Hilton is committed to providing you a safe and relaxing hotel stay. For information about Hilton's initiatives related to COVID, please visit [covid.hilton.com](https://www.hilton.com/en/p/what-to-expect/) (<https://www.hilton.com/en/p/what-to-expect/>).

Hilton Hotel: What To Expect During Your Visit

The Hilton is committed to providing a safe, enjoyable experience from check-in to check-out. Learn more at [Hilton.com/CleanStay](https://www.hilton.com/CleanStay). Face coverings may be required. Please contact the hotel for more information.

- **Available:** Fitness Center, Pool
- Available, but with **modified service:** Concierge, Breakfast, Valet Parking
- Temporarily **not available:** Business Center, Complimentary Evening Social, On-site Restaurant(s), Room Service

City of New Orleans, LA: Guidance Regarding Mask Wearing and Vaccinations

Please review the guidance provided by the City of New Orleans here. (<https://ready.nola.gov/incident/coronavirus/safe-reopening/>)

SWANA: COVID-19 Information

SWANA strongly encourages mask wearing in all indoor settings at this time. If the city or venue in which we hold an event requires mask-wearing for anyone – vaccinated or unvaccinated – in an indoor space, SWANA's event will also comply with that requirement. SWANA will expect its instructors, students and staff to comply with the requirements then in place.

Materials

You will receive a copy of the comprehensive *Manager of Landfill Operations* student manual. This manual is a must-have job reference tool that includes the 13 modules listed above and supplemental images, graphs, and real-world examples for effective landfill management.

Continuing Education Credit

Upon completion of the course, SWANA awards participants 30 continuing education credits to apply toward a current SWANA certification.

Who Should Attend

Ideal for landfill owners, managers, supervisors, and operators; engineers; consultants; and those aspiring to these roles.






Cancellation Policy

All cancellation requests must be received in writing. Send cancellation requests to training@swana.org (<mailto:training@swana.org>) for review and processing. Cancellation requests received by October 29, 2021 will receive a 100% refund of the registration fee, less a \$150 administration fee. SWANA invoices for no-shows. After October 29, 2021, you are responsible for the full amount of all items purchased in your registration.

Cancellation of Group Registrations: If a member of a group registration cancels on or prior to October 29, 2021, you may replace this registrant with another person in your organization. Send change requests and cancellation requests in writing to training@swana.org (<mailto:training@swana.org>). If the number of participants in the group falls below 4 as a result of a cancellation on or before October 29, 2021, the registration fee for each group registrant will be recalculated to the appropriate member or non-member rate, and a \$150 administration fee per cancelled registrant will be assessed to the group. Any remaining balance will be refunded. After October 29, 2021, no changes can be made to the group registrations and you are responsible for the full amount of all items purchased in the group registrations.

Already Registered? View or modify your existing registration (<https://swana.swoogo.com/RTC-2021-NOLA/sign-in>)

Need help? Contact us at 240.494.2239 (tel:2404942239) or email us at training@swana.org (<mailto:training@swana.org>).

 (<https://www.facebook.com/SolidWasteAssociationOfNorthAmerica/>)
 (<https://twitter.com/swana>)  (<https://www.linkedin.com/company/swana/>)
 (https://www.youtube.com/channel/UCVgSayYDBovqqyg_TTCJRvw)
 (<https://www.instagram.com/swanahq/>)

Event marketing software (<https://get.swoogo.com>) powered by Swoogo

11:15 COUNTY COMMISSIONERS

- a) Possible discussion/action re Christopher Columbus Statue on Walla Walla County Courthouse grounds
- b) Possible discussion/action re Engrossed Substitute House Bill 1372 re Marcus Whitman Statue
- c) Miscellaneous or unfinished business to come before the Board

12:00 RECESS

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Proposal 2021 10-18 HR/RM Approving out of class pay during Detention Manager recruitment search
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

1:45 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a)** Miscellaneous business for the Board
- b)** Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))

2:00 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.