

**AFTER RECORDING RETURN TO:**

Inslee, Best, Doezie & Ryder, P.S.  
Atten: Andrew L. Symons  
777 - 108th Avenue N.E., Ste. 1900  
P.O. Box 90016  
Bellevue, WA 98009-9016

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**SUBDIVISION IMPROVEMENT DEFERRAL AGREEMENT**

|  |  |
|--|--|
| Grantor:   | Olympia Vista Apartment Associates, LLC  |
| Grantee:   | City of Olympia  |
| Short Legal Description:                                     | Lot B, BLA-07-0048-OL, rec. 4049751<br>[Complete legal description on Exhibit A] |
| Assessor's Property Tax<br>Parcel/Account Number(s):         | 12821210000  |
| Reference Number(s) of<br>Documents Assigned<br>or Released: | N/A  |

## SUBDIVISION IMPROVEMENT DEFERRAL AGREEMENT

This Subdivision Improvement Deferral Agreement (this "Agreement") is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between Olympia Vista Apartment Associates, LLC, a Washington limited liability company ("Developer") and the City of Olympia, a Washington municipal corporation ("City").

### RECITALS:

A. Developer is the owner of the real property described on **Exhibit A** hereto (the "Property") and has obtained preliminary plat approval from the City for subdivision of the Property into three separate parcels shown on **Exhibit B** hereto as Lot 1 and Lot 2 and Tract "A" pursuant to the City's Community Planning and Development File No. \_\_\_\_\_ (the "Subdivision").

B. Construction of certain improvements included as part of the Subdivision is proposed to be completed after the date hereof, which improvements are listed on **Exhibit C** attached hereto (the "Improvements").

C. Pursuant to Section 17.44.020(E) of the Olympia Municipal Code ("OMC"), Developer desires to enter into a subdivision improvement deferral agreement for completion of the actual construction of the Improvements on the terms and conditions set forth in this Agreement, which terms and conditions are acceptable to Developer and City.

### AGREEMENT:

Based on the foregoing, it is hereby agreed between Developer and City as follows:

1. Agreement to Complete. Developer agrees to complete the Improvements by the "Completion Date," which shall be the date that is exactly one (1) year after the Effective Date (defined below), subject to such extensions of such deadline as City may approve in writing, not to exceed in total an additional six (6) months. In no event shall completion of work exceed one and one-half (1 ½) years after the Effective Date. If Developer fails to complete such work by the Completion Date (including any extension thereof), City may complete the Improvements and recover the full cost incurred by the City for such completion from Developer.

2. Grant of Easement. Pursuant to OMC 17.44.020(A), Developer hereby grants an easement to City allowing the City, its employees, contractors and agents to enter upon the Property to complete construction of the Improvements pursuant to immediately-preceding Section 1 of this Agreement, in the event Developer fails to complete construction of the Improvements by the Completion Date (and any extension thereof).

3. Financial Assurance. To assure Developer's full and faithful completion of the Improvements, upon the parties' mutual execution of this Agreement, Developer shall file with City's Director of Public Works ("Director") or Director's designee a surety bond executed by a surety company authorized to transact business in the State of Washington substantially in the form attached as **Exhibit D** hereto (the "Bond") in the amount of not less than One Million Three Hundred Forty Seven Thousand Five Hundred Fifty \_ Dollars (\$ 1,347,550), which amount represents 125% of the Engineer's estimate of the costs to complete the Improvements, attached hereto as **Exhibit E**, which estimate and amount has been determined by the Director or Director's designee as being sufficient to cover the cost of completion

of the Improvements, including, but not limited to related engineering, incidental expenses, inflation and contingencies. The surety bond shall be an attachment to this Agreement, both of which shall be filed with the Director or Director's designee prior to preliminary plat approval.

4. Developer's Indemnification of City and City's Recourse to Bond. If Developer fails to complete the Improvements by the Completion Date, if the City incurs unreimbursed costs or expenses resulting from such failure, City shall notify Developer and Developer shall promptly reimburse City for all such unreimbursed costs and expenses. If Developer shall fail to reimburse City in full for such unreimbursed costs and expenses, City shall have the right to call upon the Bond for reimbursement or to demand performance of the obligations, in the City's discretion. If the amount of the Bond exceeds the unreimbursed costs and expenses, if any, of City, the remainder of the Bond shall be released. If the amount of City's unreimbursed costs and expenses exceeds the Bond amount, Developer shall be liable to City for such unreimbursed costs and expenses not reimbursed by the Bond and, in addition thereto, for all costs, including reasonable attorney's fees, incurred by City for recovery of such unreimbursed amount. If the improvements are not complete within the time specified, the City may withhold all permits until the improvements are complete, except any permits required to perform the improvements. If the amount of the bond is less than the cost of improvements, then Developer contractually hereby agrees and consents to a future lien to be placed on the land for any improvement costs incurred in excess of the bond.

5. Developer's Indemnification and Liability Insurance. The Developer shall carry commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, to cover foreseeable liability for the City and its agents.

6. Warranty of Improvements. Developer warrants that for a period of two years following the date of actual completion and acceptance by the City of the Improvements, the Improvements will be in good operating condition and free from material defects. Developer shall promptly resolve any failure of the Improvements to satisfy the foregoing standard, provided Developer is given written notice by City of any such deficiency prior to the end of the period stated in this Section.

7. Release of Bond and Covenants by City. The City hereby covenants and agrees that, at such time as the Improvements have been completed by Developer and accepted by the City, the City shall, release the Bond to Developer within not more than thirty (30) days after City's receipt of the Developer's written request for such release. In addition, the City agrees, if requested in writing by Developer, the City shall also execute and deliver to Developer or the surety providing the Bond such release or other document in reasonable form confirming City's unconditional, irrevocable release of the Bond and confirming that the City has no claim thereon. In addition, at any time following the end of the period stated in Section 5 hereof, provided the Improvements are then in good operating condition and free from material defects, City shall, upon request from Developer or Developer's successor in interest in the Property, execute and deliver in recordable form (and shall consent to the recording of) a memorandum or other written instrument confirming termination of this Agreement and releasing any and all remaining rights of City hereunder. City hereby authorizes the Director, the Director's designee or the City Attorney to execute and deliver, in the name of and on behalf of City, the documents described in this Section. There shall be no partial releases of the surety bond prior to completion of improvements.

8. Effective Date. The "Effective Date" of this Agreement shall be the date on which the Subdivision is recorded subdividing the Property into Lots 1 and 2 and Tract A as shown on Exhibit B.

9. Completion of Improvements and Issuance of Certificate of Occupancy. To assure Developer's full and faithful completion of the Improvements, no certificate of occupancy's shall be issued prior to the City's acceptance of the Improvements.

10. Miscellaneous.

a. Entire Agreement. This Agreement, including the Exhibits referred to herein and attached hereto and the original of all documents hereafter signed by the parties in the form now set forth as the Exhibits, constitutes the entire Agreement between the parties.

b. Binding Nature; No Third Party Beneficiaries. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors, heirs, assigns, administrators, executors and marital communities, if any, of the parties hereto. *Provided*, this Agreement is entered solely for the benefit of the parties and their respective heirs, assigns or successors. No other parties are intended as beneficiaries hereof and no person not referred to in the first sentence of this subsection shall have a right to enforce or bring an action on this Agreement.

c. Attorney's Fees. In the event of litigation brought by either party to enforce, construe or apply the terms of this Agreement, in addition to any and all other relief therein afforded, the substantially-prevailing party, as determined by the court, shall receive from the other party a reasonable sum as the substantially-prevailing party's attorney's fees together with costs and disbursements, including (but not limited to) attorney's fees and costs incurred on any appeal from such judgment.

d. Time. Time is of the essence hereof.

e. No Partnership. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between Developer and City or cause either of Developer or City to be responsible in any way for any indebtedness or obligation of the other arising from any act, contract, event or transaction undertaken pursuant to or in any other way related to this Agreement.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original thereof, and all of which counterparts, when assembled, shall together constitute one and the same agreement.

g. Venue. The Venue for any disputes shall be Thurston County Superior Court. The law of Washington State shall apply.

h. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence does not act as a waiver of the City's right to declare another breach or default. The City's failure to declare a breach does not commence any statute of limitations. The parties agree that the City's interest in this short plat is within the State's sovereign power interest pursuant to *Washington State Major League Baseball Stadium Public Facilities Dist. v. Huber, Hunt & Nichols-Kiewit Construction Co.*, 165 Wash.2d 679, 202 P.3d 924 (2009).

i. Authority. Each individual executing this agreement on behalf of the City and Developer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

j. Equal opportunity to draft. The parties have participated and had an equal opportunity in the drafting of this agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

DATED AND EFFECTIVE as of the Effective Date.

| CITY:   | DEVELOPER:   |
|---|--|
| CITY OF OLYMPIA, a Washington municipal corporation | OLYMPIA VISTA APARTMENT ASSOCIATES, LLC, a Washington limited liability company  |
| By: _____<br>Name: _____<br>Title: _____            | By: ACD OWA, LLC, a Washington limited liability company<br>Its: Managing Member<br><br>By: _____<br>Roger W. Kuula, Manager |

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of the City of Olympia, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that ROGER W. KUULA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the Manager of ACD OWA, LLC, a Washington limited liability company, in its capacity as MANAGING MEMBER of OLYMPIA VISTA APARTMENT ASSOCIATES, LLC, a Washington limited liability company, pursuant to the provisions of the Limited Liability Company Agreement of each of said companies, and acknowledged it to be the free and voluntary act of each of said companies for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

**EXHIBIT B**  
**[SUBDIVISION MAP]**

## CITY OF OLYMPIA SHORT SUBDIVISION NO. SS-

SHEET 1 OF 2

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M.

## DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT FORTSBERGHOUE APARTMENTS, LLC, A WASHINGTON STATE LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREIN PLATTED, HEREBY OFFERS THIS SHORT SUBDIVISION AND DEDICATE THE USE OF THE PUBLIC (UNLESS ALL STREETS, AVENUES, SEWER EASEMENTS, ETC. OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE SHORT SUBDIVISION AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC PURPOSES).

ALSO THE RIGHT TO MAKE THE NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS SHOWN HEREON IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES, DRIVES, ETC. SHOWN HEREON.

ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED.

ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION DRAINAGE AND MAINTENANCE OF SAID RIGIDS.

(DATE)

(PRINT NAME)

## ACKNOWLEDGMENTS

STATE OF WASHINGTON  
COUNTY OF THURSTON

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A PERSONALLY APPEARED \_\_\_\_\_ TO ME TO BE THE \_\_\_\_\_, A WASHINGTON LIMITED LIABILITY COMPANY THAT I RECEIVED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREON MENTIONED, AND ON OATH STATED THAT ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

## DESCRIPTION

PARCEL 18 IN BOUNDARY LINE ADJUSTMENT NO. BLA-07-00119 CL. RECORDED DECEMBER 10, 2008 AS RECORDED NO. 4049751  
RECORDS OF THURSTON COUNTY, WASHINGTON

EXCEPT THAT PORTION CONVEYED TO CITY OF OLYMPIA BY DEED RECORDED MARCH 9, 2012 UNDER RECORDED NO. 4250162

## APPROVALS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY OF OLYMPIA ENGINEER

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CITY OF OLYMPIA PLANNING DIRECTOR

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

THURSTON COUNTY HEALTH OFFICER

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

THURSTON COUNTY ASSESSOR

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 20\_\_\_\_, AND ADVANCE TAXES FOR 20\_\_\_\_ ON THE LAND VALUE

THURSTON COUNTY TREASURER

DATE

## AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HATTON GODAT PANTIER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND RECORDED UNDER FILE NO. \_\_\_\_\_

THURSTON COUNTY AUDITOR

DEPUTY

## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SHORT PLAT MAP IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M. THAT THE DISTANCES AND COURSES SHOWN THEREON ARE CORRECT; THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND WITH 5/8" IRON AND PLASTIC LAPS STAMPED "JSP 28073"

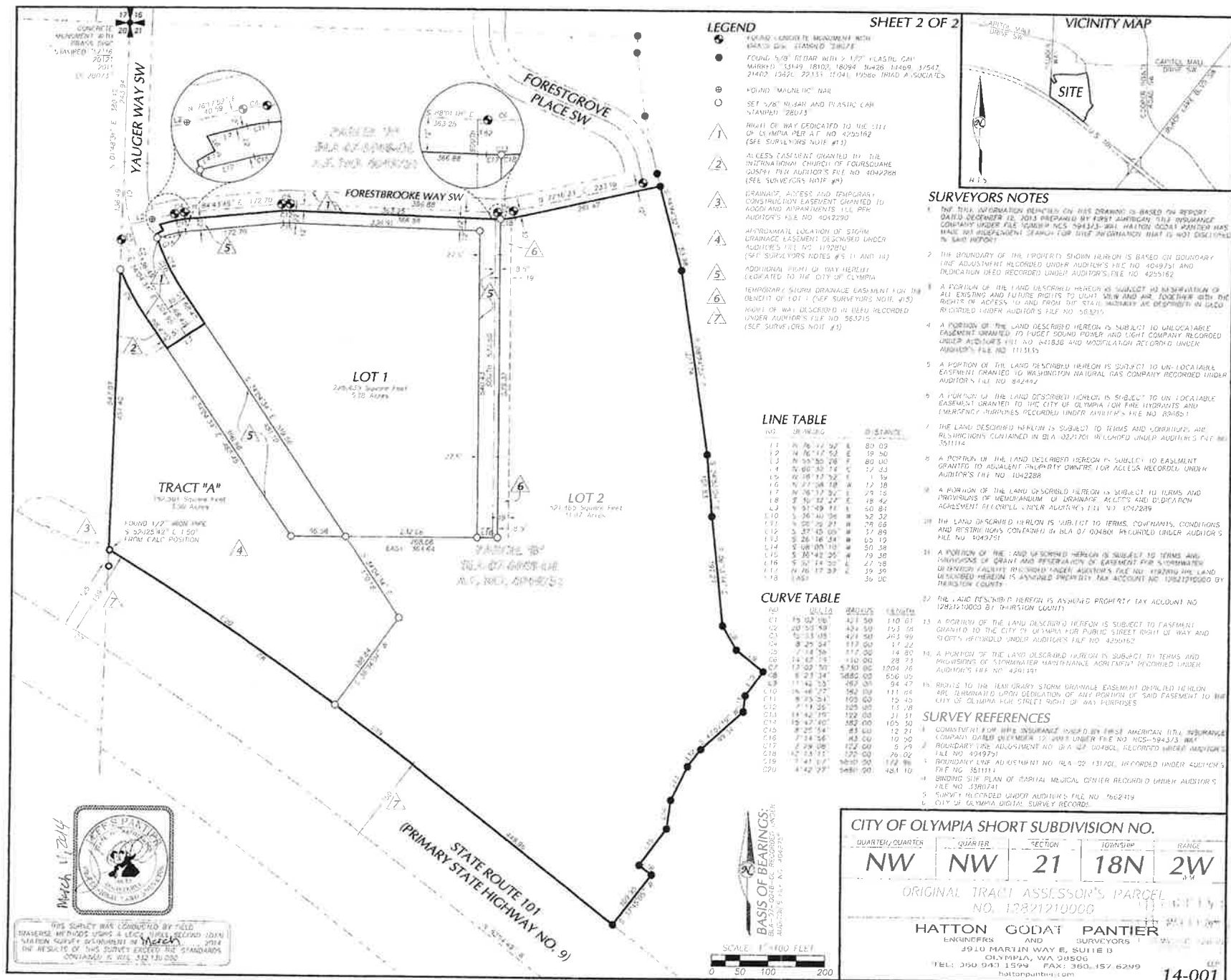


DATE March 11, 2014

**HATTON GODAT PANTIER**  
ENGINEERS AND SURVEYORS  
3010 MARTIN WAY E. SUITE H  
OLYMPIA, WA 98508  
TEL: 360.743.1009 FAX: 360.357.6299  
hattergodatpantier.com

14-001

CITY OF OLYMPIA SHORT SUBDIVISION NO. SS-



**EXHIBIT C**  
**[IMPROVEMENTS AND ESTIMATE WORK SHEET]**

## EAST SIDE ROAD

| DESCRIPTION                           | UNIT | QUANTITY | UNIT PRICE  | TOTAL       |
|---------------------------------------|------|----------|-------------|-------------|
| <b><u>TESC:</u></b>                   |      |          |             |             |
| TESC inlet protection                 | EA   | 2        | \$100.00    | \$200.00    |
| TESC silt fence                       | LF   | 215      | \$3.00      | \$645.00    |
| TESC construction entrance            | EA   | 1        | \$2,500.00  | \$2500.00   |
| TESC wheel wash                       | EA   | 1        | \$8,500.00  | \$8500.00   |
| TESC interceptor ditch                | LF   | 650      | \$4.00      | \$2600.00   |
| TESC storm quarry spill pad           | EA   | 1        | \$40.00     | \$40.00     |
| TESC street sweep                     | EA   | 8        | \$300.00    | \$2400.00   |
| TESC mlminum supplies                 | LS   | 1        | \$800.00    | \$800.00    |
| <b><u>GRADING:</u></b>                |      |          |             |             |
| clear and grub                        | SF   | 47,000   | \$0.16      | \$7520.00   |
| export haul and dispose of strippings | CY   | 1244     | \$20.00     | \$24880.00  |
| Fine Grade walks                      | SF   | 1,700    | \$0.70      | \$1190.00   |
| Fine Grade landscaping                | SF   | 3,740    | \$0.15      | \$561.00    |
| HMA CL 1/2" PG 65-22 4"               | TN   | 321      | \$90.00     | \$28890.00  |
| Crushed Surfacing Top Course 2"       | TN   | 160      | \$25.00     | \$4000.00   |
| Crushed Surfacing Base Course 25"     | TN   | 2,809    | \$23.00     | \$64607.00  |
| Cement Conc. Traffic Curb             | LF   | 540      | \$15.00     | \$8100.00   |
| Cement Concrete Sidewalk              | SY   | 317      | \$30.00     | \$9510.00   |
| Cement Concrete Curb Ramp             | EA   | 2        | \$1,500.00  | \$3000.00   |
| frontage landscaping                  | LS   | 1        | \$24,310.00 | \$24310.00  |
| <b><u>STORM:</u></b>                  |      |          |             |             |
| storm inlet                           | EA   | 1        | \$1,200.00  | \$1200.00   |
| storm through curb inlet              | EA   | 1        | \$2,000.00  | \$2000.00   |
| storm pipe 12"                        | LF   | 310      | \$40.00     | \$12400.00  |
| test and punch                        | LS   | 1        | \$500.00    | \$500.00    |
| <b><u>SANITARY SEWER:</u></b>         |      |          |             |             |
| n/a                                   |      |          |             |             |
| <b><u>WATER:</u></b>                  |      |          |             |             |
| saw cut and demo at tie in            | SF   | 140      | \$14.00     | \$1,960.00  |
| surface restoration at tie in         | SF   | 140      | \$10.00     | \$1,400.00  |
| water line 10"                        | LF   | 590      | \$70.00     | \$41,300.00 |
| 1" water meter assembly (less meter)  | EA   | 1        | \$1,000.00  | \$1,000.00  |
| 4" water meter assembly (less meter)  | EA   | 1        | \$7,000.00  | \$7,000.00  |
| water hydrant assembly                | EA   | 1        | \$4,000.00  | \$4,000.00  |
| water 2" blow off assembly            | EA   | 1        | \$2,500.00  | \$2,500.00  |
| <b><u>STREET SIGNING:</u></b>         |      |          |             |             |
| street signs                          | LS   | 1        | \$1,200.00  | \$1,200.00  |
| type III barricade                    | EA   | 2        | \$400.00    | \$800.00    |
| <b><u>STREET LIGHTING:</u></b>        |      |          |             |             |
| street lighting                       | LS   | 1        | \$30,000.00 | \$30,000.00 |
| <b><u>ADDITIONAL:</u></b>             |      |          |             |             |
| Minor Change                          | LS   | 1        | \$10,000.00 | \$10,000.00 |
| SPCC Plan                             | LS   | 1        | \$500.00    | \$500.00    |

|   |    |       |          |             |
|---|----|-------|----------|-------------|
| Poured in Place Monument                      | EA | 2     | \$500.00 | \$1,000.00  |
| Trench Excavation (Storm, Water)              | CY | 1,276 | \$15.00  | \$19,140.00 |
| Bank Run Gravel Trench Backfill(Storm, Water) | TN | 2,551 | \$20.00  | \$51,020.00 |
| Shoring(Storm, Water)                         | SF | 6,050 | \$3.00   | \$18,150.00 |

**Construction Total** \$401,323.00

**Engineering (22%)** \$88,290.00

**Contingency (25%)** \$100,330.00

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**EAST SIDE ROAD TOTAL** **\$589,943**

**FORESTBROOKE WAY**

| DESCRIPTION                                 | UNIT | QUANTITY | UNIT PRICE  | TOTAL       |
|---|------|----------|-------------|-------------|
| <b><u>TESC:</u></b>                         |      |          |             |             |
| TESC inlet protection                       | EA   | 4        | \$100.00    | \$400.00    |
| TESC street sweep                           | EA   | 8        | \$300.00    | \$2400.00   |
| TESC minimum supplies                       | LS   | 1        | \$700.00    | \$700.00    |
| <b><u>GRADING:</u></b>                      |      |          |             |             |
| clear and grub                              | SF   | 16500    | \$0.16      | \$2640.00   |
| export haul and dispose of strippings       | CY   | 593      | \$20.00     | \$11860.00  |
| Fine Grade walks                            | SF   | 2000     | \$0.70      | \$1400.00   |
| Fine Grade landscaping                      | SF   | 4140     | \$0.15      | \$621.00    |
| HMA CL 1/2" PG 65-22 4"                     | TN   | 153      | \$90.00     | \$13770.00  |
| Crushed Surfacing Top Course 2"             | TN   | 77       | \$25.00     | \$1925.00   |
| Crushed Surfacing Base Course 25"           | TN   | 1340     | \$23.00     | \$30820.00  |
| Cement Conc. Traffic Curb                   | LF   | 640      | \$15.00     | \$9600.00   |
| Cement Concrete Sidewalk                    | SY   | 420      | \$30.00     | \$12600.00  |
| Cement Concrete Curb Ramp                   | EA   | 4        | \$1,500.00  | \$6000.00   |
| frontage landscaping                        | LS   | 1        | \$26,910.00 | \$26910.00  |
| <b><u>STORM:</u></b>                        |      |          |             |             |
| storm inlet                                 | EA   | 4        | \$1,200.00  | \$4800.00   |
| storm 96" catch basin                       | EA   | 2        | \$11,625.00 | \$23250.00  |
| storm pipe 12"                              | LF   | 135      | \$40.00     | \$5400.00   |
| storm pipe 36"                              | LF   | 300      | \$104.00    | \$31200.00  |
| test and punch                              | LS   | 1        | \$500.00    | \$500.00    |
| <b><u>SANITARY SEWER:</u></b>               |      |          |             |             |
| ss manhole 48"                              | EA   | 3        | \$7,000.00  | \$21000.00  |
| ss cleanout                                 | EA   | 1        | \$500.00    | \$500.00    |
| ss pipe 8"                                  | LF   | 450      | \$48.00     | \$21600.00  |
| <b><u>WATER:</u></b>                        |      |          |             |             |
| n/a   |      |          |             |             |
| <b><u>STREET SIGNING:</u></b>               |      |          |             |             |
| street signs                                | LS   | 1        | \$900.00    | \$900.00    |
| <b><u>STREET LIGHTING:</u></b>              |      |          |             |             |
| street lighting                             | LS   | 1        | \$10,000.00 | \$10000.00  |
| type II barricade                           | EA   | 1        | \$250.00    | \$250.00    |
| <b><u>ADDITIONAL:</u></b>                   |      |          |             |             |
| Minor Change                                | LS   | 1        | \$10,000.00 | \$10000.00  |
| SPCC Plan                                   | LS   | 1        | \$500.00    | \$500.00    |
| Trench Excavation (Storm, Sewer)            | CY   | 3024     | \$15.00     | \$45360.00  |
| Bank Run Gravel Trench Backfill (Storm, SS) | TN   | 6049     | \$20.00     | \$120980.00 |
| Shoring (Storm, Sewer)                      | SF   | 10425    | \$3.00      | \$31275.00  |

Construction Total \$449,161.00

Engineering (22%) \$98,820.00

Contingency (25%) \$112,290.00

**FORESTBROOKE WAY TOTAL \$660,271**

## YAUGER WAY

| DESCRIPTION                             | UNIT | QUANTITY | UNIT PRICE | TOTAL           |
|---|------|----------|------------|-----------------|
| <b><u>TESC:</u></b>                     |      |          |            |                 |
| TESC inlet protection                   | EA   | 3        | \$100.00   | \$300.00        |
| TESC silt fence                         | LF   | 940      | \$3.00     | \$2820.00       |
| TESC interceptor ditch                  | LF   | 600      | \$4.00     | \$2400.00       |
| TESC 12" PIPE                           | LF   | 1320     | \$3.00     | \$3960.00       |
| TESC pond                               | LS   | 1        | \$4,500.00 | \$4500.00       |
| TESC level spreader                     | LF   | 135      | \$10.00    | \$1350.00       |
| TESC pump rental                        | LS   | 1        | \$2,000.00 | \$2000.00       |
| TESC pond riser                         | EA   | 1        | \$1,100.00 | \$1100.00       |
| TESC storm quarry spill pad             | EA   | 1        | \$40.00    | \$40.00         |
| TESC pond spillway                      | EA   | 2        | \$50.00    | \$100.00        |
| TESC street sweep                       | EA   | 4        | \$300.00   | \$1200.00       |
| TESC minimum supplies                   | LS   | 1        | \$300.00   | \$300.00        |
| <b><u>GRADING:</u></b>                  |      |          |            |                 |
| clear and grub                          | SF   | 6160     | \$0.16     | \$985.60        |
| export haul and dispose of strippings   | CY   | 114      | \$15.00    | \$1710.00       |
| Fine Grade walks                        | SF   | 2700     | \$0.70     | \$1890.00       |
| Cement Concrete Sidewalk                | SF   | 684      | \$30.00    | \$20520.00      |
| <b><u>STORM:</u></b>                    |      |          |            |                 |
| n/a                                     |      |          |            |                 |
| <b><u>SANITARY SEWER:</u></b>           |      |          |            |                 |
| n/a                                     |      |          |            |                 |
| <b><u>WATER:</u></b>                    |      |          |            |                 |
| water line 10"                          | LF   | 50       | \$70.00    | \$3500.00       |
| <b><u>STREET SIGNING:</u></b>           |      |          |            |                 |
| n/a                                     |      |          |            |                 |
| <b><u>STREET LIGHTING:</u></b>          |      |          |            |                 |
| n/a                                     |      |          |            |                 |
| <b><u>ADDITIONAL:</u></b>               |      |          |            |                 |
| Minor Change                            | LS   | 1        | \$5,000.00 | \$5000.00       |
| SPCC Plan                               | LS   | 1        | \$500.00   | \$500.00        |
| Trench Excavation (Water)               | CY   | 178      | \$15.00    | \$2670.00       |
| Bank Run Gravel Trench Backfill (Water) | TN   | 356      | \$20.00    | \$7120.00       |
| Shoring (Water)                         | SF   | 750      | \$3.00     | \$2250.00       |
| Construction Total                      |      |          |            | \$66,215.60     |
| Engineering (22%)                       |      |          |            | \$14,570.00     |
| Contingency (25%)                       |      |          |            | \$16,550.00     |
| <b>YAUGER WAY TOTAL</b>                 |      |          |            | <b>\$97,336</b> |

**OLYMPIA VISTA OFF SITE TOTAL     \$1,347,550**

**EXHIBIT D  
COMPLETION BOND**

Serial No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, Roger Kuula, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Olympia, a political subdivision of the State of Washington, as Obligee, in the full and just sum of \$1,347,550 Dollars to the payment of which well and truly to be made we do bind ourselves, successors and assigns, firmly by these presents.

WHEREAS, the Principal is developing a certain tract of land in City of Olympia in Section 21, Township 18N, Range 2W, W.M., which development is known as OLYMPIA VISTA, prepared by Greg Tauscheck, Engineer, which development requires the construction of the following described improvements and facilities on said property.

Forestbrooke Way SW: The remaining half street improvement (22 additional feet in width to be added to the Right of Way and 8 of that in the street section) is to be completed to make a full street improvement section for a major collector street. The final improvements include connection to the existing offsite sewer in, storm conveyance, curb, gutter, sidewalk, planter strip, lighting and signage will be constructed along the entire frontage of Forestbrooke.

East Side Street: A half street improvement (Right of Way to be dedicated will be 35 feet with 20 feet of street section) for a neighborhood collector. Temporary erosion control items such as: temporary drainage ditch, silt fence, inlet protection, and wheel wash are included. While permanent items such as water main and hydrants will be extended from the existing main in Forestbrooke Way SW down the entire length of the East side road, in addition to the storm conveyance and stubs to east side of road (for remaining half street improvement upon development) curb, gutter, sidewalk, planter, lighting and signage.

Yauger Way: The majority of the work to be completed in Yauger Way right of way is temporary erosion control for the Olympia Vista Apartments includes: inlet protection, silt fencing temporary storm ponds, conveyance systems, pumps and level spreaders. The permanent improvement will be the extension of the sidewalk from its existing terminus in Yauger Way around the perimeter of the Olympia Vista property to join with the sidewalk that will be constructed in the East side road Right of Way.

WHEREAS, said Obligee requires that a good and sufficient bond be furnished by said Principal guaranteeing the satisfactory completion of said road improvement, sanitary sewers,

water system and/or storm drainage facilities or other improvements as shown in detail on the construction plans and site plans and approved by the City of Olympia Public Works Department on \_\_\_\_\_, \_\_\_\_\_, under Permit No. \_\_\_\_\_.

**EXHIBIT D Continued**

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly construct the said improvements and facilities in accordance with the above-designated specifications to the satisfaction of the City of Olympia, on or before \_\_\_\_\_, \_\_\_\_\_, and pays the cost incurred in completing the same, then this obligation shall be void, otherwise to be and remain in full force and effect. If the City of Olympia or any part to this agreement files suit to enforce the terms of this agreement, attorney's fees shall be awarded to the prevailing party.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**SURETY:**

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**EXHIBIT E  
[PROOF OF LIABILITY INSURANCE]**

