

EXHIBIT P

Draft SEPA Documents

- 1. SEPA Threshold Determination**
- 2. Commented SEPA Checklist**
- 3. Kitsap County Request for Roadway Improvements**
- 4. Private Owner Driveway Relocation Agreement**
- 5. Poulsbo Engineering SEPA Review Memo**



Exhibit P1

MITIGATED DETERMINATION OF NONSIGNIFICANCE (DNS)

Project Name:	Noll Pointe Planned Residential Development & Preliminary Subdivision
Site Location:	Noll Road NE and NE Lincoln Road
File No.:	P-09-10-25-01
Description of Proposal:	Residential neighborhood includes 69 single family detached homes, new public streets, sidewalks, utilities, open space, recreational amenities, and tree retention.
Applicant:	Entitle Fund Five, LLC – Geoff Sherwin, PE 612 Harrison Street, Suite 100 Sumner, WA 98390
Tax Parcel:	132601-1-018-2008
Lead Agency:	City of Poulsbo

The City of Poulsbo has determined that the above-described proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. The terms of the mitigation are established in Exhibit A, attached to this decision.

This MDNS is issued under WAC 197-11-340; the lead agency will not act on this proposal for 14 days from the date below. Written comments concerning the MDNS may be submitted to the Poulsbo Planning and Economic Development Department, located at 200 NE Moe Street, Poulsbo, WA 98370, from Wednesday, June 24, 2026 until Wednesday, July 8, 2026 at 4:30 pm. Comment should discuss specific environmental issues associate with this proposal and identify how the MDNS does or does not address those issues.

Responsible Official:	Heather Wright, AICP
Position/Title:	Planning and Economic Development Department Director 200 NE Moe Street Poulsbo, WA 98370 (360) 394-9748

Date: _____ Signature: _____

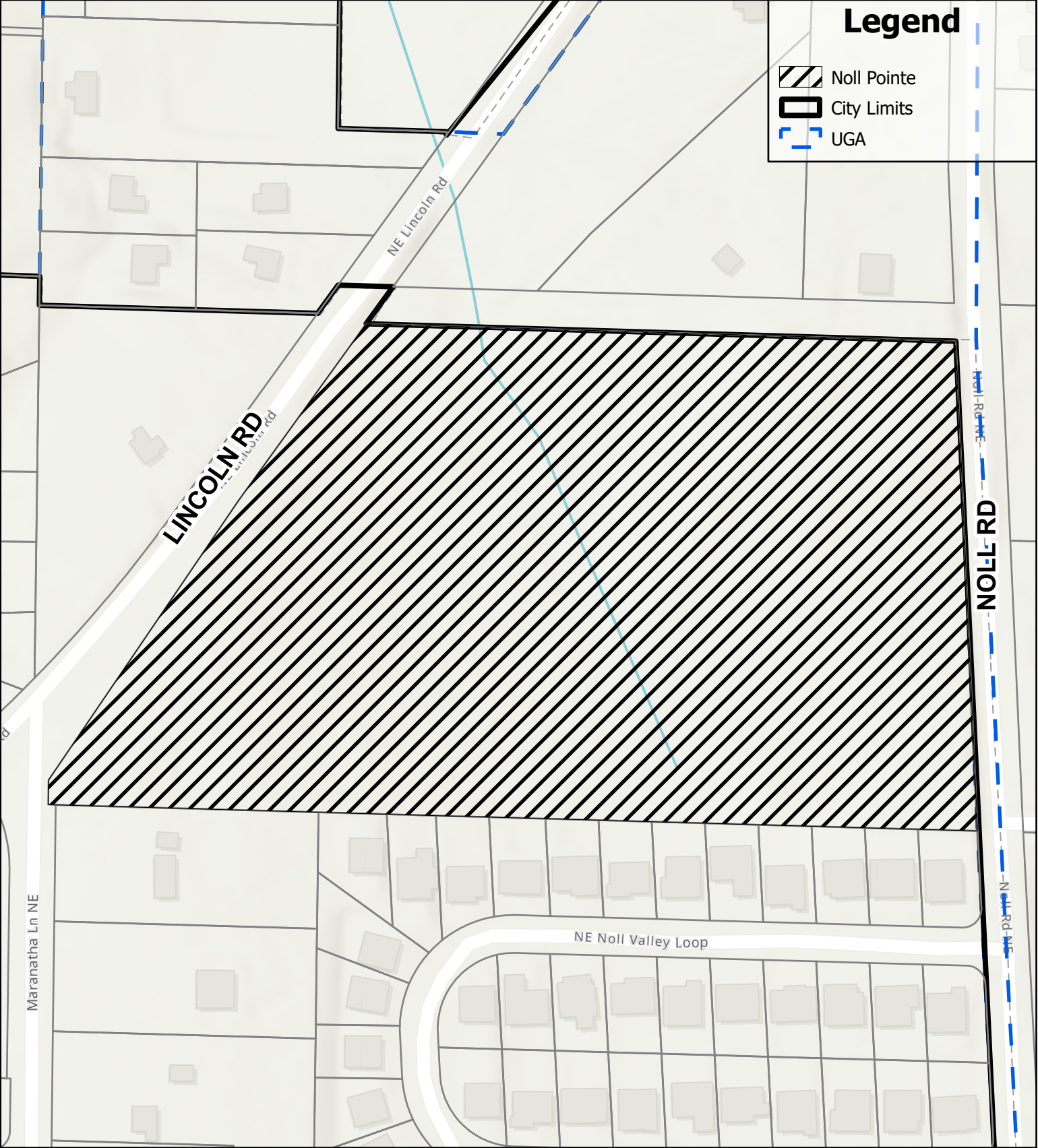
APPEAL: Any agency or person may appeal this SEPA determination by filing a written appeal and paying a fee to the PED department no later than 4:30 p.m. on Wednesday, July 8, 2026, in accordance with the procedures set forth in PMC Chapter 19.70.

This is a DRAFT document.



Site Map

City of Poulsbo Planning Department



This is a DRAFT document.

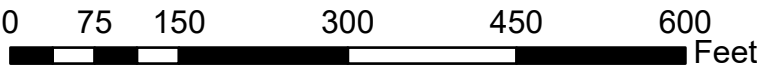


EXHIBIT A

NOLL POINTE PLANED RESIDENTIAL DEVELOPMENT (PRD) & PRELIMINARY PLAT (PP) PLANNING FILE P-09-10-25-01

SEPA MITIGATION

Animals

- S1. It shall be the responsibility of the applicant to take all necessary steps to prevent the incidental taking of protected species under the Endangered Species Act through habitat modification or degradation during the life of the project or development authorized by this permit or approval. The applicant shall notify the City through its Public Works Superintendent and the Federal agencies with responsibility for enforcement of the Endangered Species Act immediately, in the event of any damage or degradation to salmon habitat by or from the project or the development subject to this permit or approval. In any such case, the applicant shall, at its sole cost and expense, take all actions necessary to prevent the furtherance of the damage or degradation and to restore the salmon habitat as required by the Federal, State, and local agencies with jurisdiction.

Transportation

- S2. Frontage improvements per City and Kitsap County standards shall be constructed along the project's Eastern property line. These improvements shall continue South off-site to connect with the existing nonmotorized improvements constructed by the adjacent Avondale Glen (Noll Valley Loop) subdivision. Frontage improvements shall include curb, gutter & sidewalks, city required landscaping adjacent to the right-of-way, and bike lane, these improvements shall be coordinated with and permitted through Kitsap County.
- S3. The driveway approach North of the north property line shall be permitted and constructed as an Urban Driveway Approach (Type 1) per Kitsap County requirement.
- S4. Frontage and driveway improvements shall be shown on grading permit drawings submitted to the city. Permits necessary for improvements and work in County right-of-way shall be received from Kitsap County prior to city Grading Permit issuance. Improvements must be inspected and accepted by Kitsap County prior to final plat application submittal.

This is a DRAFT document.



SEPA ENVIRONMENTAL CHECKLIST

200 NE Moe Street | Poulsbo, Washington 98370
(360) 394-9748 | fax (360) 697-8269
www.cityofpoulsbo.com | plan&econ@cityofpoulsbo.com

Exhibit P2

A. BACKGROUND

Name of proposed project, if applicable:

Noll Pointe Planned Residential Development

Date Prepared:

08/18/25

Name of Applicant:

Entitle Fund Five, LLC

Address:

612 Harrison Street, Suite 100
Sumner WA 98390

Phone Number:

253.312.5780

Contact:

Geoff Sherwin

Agency Requesting Checklist:

City of Poulsbo Planning and Economic Development Department

Proposed timing or schedule (including phasing, if applicable)

Construction is anticipated to begin in 2028

Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, explain.

No plans for future additions are currently known.

List any environmental information you know about that has been prepared, directly related to this proposal.

Critical Area Report
Tree Survey
Preliminary Storm Drainage Report
Geotechnical Report

[kitsap County transportation email](#)
[Traffic Impact Report](#)
[EB 11/6/25](#)

Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? If yes, explain.

No pending applications are currently known.

List any government approvals or permits that will be needed for your proposal, if known.

Preliminary Plat Approval (Poulsbo), Planned Residential Development Approval (Poulsbo), Grading and Construction Plan Approval (Poulsbo), NPDES Permit (Washington DOE), Final Plat Approval (Poulsbo), Site Development Activity Permit Approval (Kitsap County)
[Tree Cutting and Clearing Permit \(Poulsbo\) EB 11/6/25](#)

Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

The project proposes to construct 69 single family lots with associated roadways, utilities, and open space on an approximately 15 acre site. Storm water will be managed using a storm water detention pond and water quality vault. Roadways will provide primary access to the development via Lincoln Road, with a secondary access from Noll Road NE. Provided open space includes active recreation, passive recreation, and vegetated open space.

[Frontage and driveway improvements in Kitsap County are east and north of project site. EB 11/6/25](#)

Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The project is located between NE Lincoln Road and Noll Road NE, Poulsbo, WA, north of Noll Valley Loop and includes tax parcel 132601-1-018-2008.

B. ENVIRONMENTAL ELEMENTS		Agree	Disagree	Mitigate
1. Earth				
a. General description of the site (check one): ☐ flat ☐ rolling ☒ hilly ☐ steep ☐ slopes ☐ mountainous ☐ other.		✓		
b. What is the steepest slope on the site (approximate percent slope)? Approximately 15%		✓		
c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils According to the January 2025 Geotechnical Report provided by ESNW, there is generally 6 to 18 inches of top soil on site with trace organic matter. Native soils under the top soil primarily consist of silty sands. Isolated silt soils exist. The site is currently forested and there is no evidence of farming.		✓	Soil types generally consistent with USDA NRCS soils mapped on site. EB 11/6/25	
d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. None are known.		✓		
e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill. The project is anticipated to require approximately 50,000 cubic yards of cut and 60,000 cubic yards of fill for general site and road grading. Fill will be on-site soils from cut areas when possible.		✓		
f. Could erosion occur as a result of clearing, construction or use? If so, generally describe. Clearing and construction could result in erosion typical of similar development projects.		✓		
g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Approximately 52% of the site will be covered in impervious surfaces after project construction.		✓		

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any. A Temporary Erosion and Sedimentation Control Plan (TESCP) will be submitted to the City of Poulsbo and Kitsap County and a Stormwater Pollution Prevention Plan (SWPPP) will be used along with best management practices to reduce and control erosion.	✓		
2. Air			
a. What types of emissions to the air would result from the proposal (i.e. dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. During construction, dust and other emissions could result from construction equipment. Upon project completion, vehicle emissions from additional vehicle traffic accessing the residential development is anticipated.	✓		
b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No off-site sources of emissions or odor that may affect this project are currently known.	✓		
c. Proposed measures to reduce or control emissions or other impacts to air, if any. Best management practices will be used during construction to reduce or control emissions, and construction equipment will be well maintained and kept in working order.	✓		
3. Water			
a. Surface:			
1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. The Critical Area Determination Report prepared by Wetland Resources in March 2025 does not identify any surface water bodies on the site or in the immediate vicinity of the site.	✓		
2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Not Applicable. There are no surface water bodies on or immediately adjacent to the site.	✓		
3) Estimate the amount of fill and dredge that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. Not Applicable. No fill or dredging of wetlands is proposed.	✓		

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known. The proposal will, not involve any withdrawals or diversions from surface waters.	✓		
5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. The proposal does not lie within a 100-year floodplain.	✓		
6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No, the project does not involve the discharge of any waste to surface waters.	✓		
b. Ground:			
1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. No groundwater will be withdrawn as a part of this project.	✓		
2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals.; agricultural; etc...). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. No waste material will be discharged into the ground as a part of this project. The project is connecting to the City of Poulsbo public sanitary sewer, and no septic tanks will be used.	✓		
c. Water Runoff (including storm water):			
1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. On-site storm water runoff from roofs, public roads, driveways, lawns and landscaped areas will be collected in catch basins and conveyed in storm drains to the storm water pond. The detention pond disperses water in an existing low point/draw that collects and conveys surface runoff. Water quality will be provided prior to dispersion using a proprietary system. Noll Road storm water will be managed using the catch basins, storm drains, and existing roadside storm water ditches.	✓		

2) Could waste materials enter ground or surface waters? If so, generally describe. No waste materials are anticipated to enter the drainage system.	✓		
3) Does the proposal alter or otherwise affect drainage patterns near the site? If so, describe. No, the project does not otherwise impact the drainage patterns near the site.	✓		
d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any: Storm water will be detained on site in the proposed detention pond and discharged at the allowable rate. Water quality treatment will be provided using a proprietary system prior to dispersion.	✓		
4. Plants			
a. Check types of vegetation found on the site: ☒ Deciduous tree: alder, maple, aspen, other ☒ Evergreen tree: fir, cedar, pine, other ☒ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain ☐ Wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other ☐ Water plants: water lily, eelgrass, milfoil, other ☐ Other types of vegetation	✓		
b. What kind and amount of vegetation will be removed or altered? All vegetation will be removed from areas where construction of driveways, roads, building sites, storm infrastructure, and utilities is required.	✓		
c. List threatened or endangered species known to be on or near the site. None known.	✓		
d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any. Street trees will be planted on lot frontages and landscaping will be done on lots around homes. Existing trees and vegetation will be protected in the open space on the west side of the property. See Tree Report by Washington Forestry Consultants.	✓		
e. List all noxious weeds and invasive species known to be on or near the site. Himalayan blackberry (Rubus armeniacus) Pacific blackberry (Rubus ursinus)	✓	Pacific blackberry is a native species in western Washington. EB 11/6/25	

5. Animals			
a. Check any birds and animals which have been observed on or near the site or are known to be on or near the site: ☒ Birds: hawk, heron, eagle, songbirds, other: ☒ Mammals: deer, bear, elk, beaver, other: ☐ Fish: bass, salmon, trout, herring, shellfish, other:	✓		
b. List any threatened or endangered species known to be on or near site. None known. Stormwater flowpath from site flows under Lincoln Road eventually joins tributary to Dogfish Creek which has salmonids as does Liberty Bay the receiving water for Dogfish Creek. EB			✓
c. Is the site part of a migration route? If so, explain. This site is a part of the Pacific Flyway migration route.	✓		
d. Proposed measures to preserve or enhance wildlife, if any. The project proposes to preserve existing vegetated areas on the west side of the site.	✓		
e. List any invasive animal species known to be on or near the site. None known.	✓		
6. Energy and Natural Resources			
a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Electricity will be used in the completed homes.	✓		
b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. The project is not anticipated to affect the potential use of solar energy on adjacent properties.	✓		
c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any. Buildings will be constructed to meet the current Washington State Energy codes.	✓		
7. Environmental Health			
a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. No environmental health hazards are anticipated to be a part of this project.	✓		

1) Describe any known or possible contamination at the site from present or past uses. There is no known contamination at the site from current or past uses.	✓		
2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. There are no known existing hazardous chemicals or hazardous conditions that might impact the design and development of this project.	✓		
3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. No toxic or hazardous chemicals are anticipated to be a part of this project throughout its life cycle.	✓		
4) Describe special emergency services that might be required. No special emergency services are anticipated beyond what would normally be required and provided for a residential development.	✓		
5) Proposed measures to reduce or control environmental health hazards, if any. None.	✓		
b. Noise			
1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? No known noise in the area is anticipated to impact the project.	✓		
2) What types of levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Temporary construction noise is expected but will only occur during designated work hours. Following project completion, noise from the development will be that of a typical residential community.	✓	PMC 15.32 regulates construction hours in city. Kitsap County construction hours 7 am to 10 pm. EB 11/6/25	
3) Proposed measures to reduce or control noise impacts, if any. The project will meet all City and County requirements regarding construction. Construction will occur only during designated hours, and construction equipment will be properly maintained.	✓		
8. Land and Shoreline Use			
a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Currently the site is undeveloped forested land. Adjacent properties appear to be large lot rural residential (to the north and east) and single family residential (to the south and west). The proposal does not affect the current land uses.	✓		

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? No land on the project site has been known to have been used as working farmlands or working forest lands.	✓		
1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No, the site is not surrounded by any working farm or forest land.	✓		
c. Describe any structures on the site. The site is currently undeveloped. There are no know on-site structures.	✓	Old foundation of unknown age is located on site. EB 11/6/25	
d. Will any structures be demolished? If so, what? The site is currently undeveloped. There are no know on-site structures.	✓		
e. What is the current zoning classification of the site? The site is located in a Residential Low zone.	✓		
f. What is the current comprehensive plan designation of the site? The site is currently designated Residential Low (4 to 5 units per acre).	✓		
g. If applicable, what is the current shoreline master program designation of the site? Not applicable. The site is not in the shoreline master program.	✓		
h. Has any part of the site been classified as a critical area by the city or county? If so, specify Per the Critical Areas Determination Report prepared by Wetland Resources and dated march 2025, there are no critical areas on the site.	✓	See comment at bottom of page.	
i. Approximately how many people would reside or work in the completed project? Approximately 173 people will reside in the completed development (calculated with an average of 2.5 re	✓		
j. Approximately how many people would the completed project displace? None. The current site is undeveloped.	✓		
k. Proposed measures to avoid or reduce displacement impacts, if any. Not applicable.	✓		
l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any. The proposed project includes a single family residential development that is consistent with surrounding land uses and aligns with the City of Poulsbo's current zoning regulations and the Comprehensive Plan.	✓	Lot area, depth and width similar to adjacent properties. EB 11/6/25	

8 h. 2009 critical area review identified one of three criteria required for a wetland were present on site and at entry to a culvert crossing Lincoln Road. Current project review identifies no critical area on site or at culvert crossing. 2009 review also identified a stream with no flowpath on site connecting the non wetland to Lincoln Road culvert. Current project review indicates criteria to determine stream were not identified in 2009 and are not located on site currently. EB 11/6/25 City peer review concurs that no wetland or stream or their buffers are found on site. Additional applicant review provided in response to public comment concludes no wetland or stream are located on site. EB 6/1/26

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any. None.	✓		
9. Housing			
a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. Approximately 69 housing units will be provided that are anticipated to be middle income.	✓		
b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. None.	✓		
c. Proposed measures to reduce or control housing impacts, if any. None are proposed.	✓		
10. Aesthetics			
a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? The tallest height of any of the project's proposed structures is 35 feet. The principal building materials proposed for the project is wood.	✓		
b. What views in the immediate vicinity would be altered or obstructed? No views in the immediate vicinity are anticipated to be significantly obstructed.	✓		
c. Proposed measures to reduce or control aesthetic impacts, if any. None.	✓		
11. Light and Glare			
a. What type of light or glare will the proposal produce? What time of day would it mainly occur? New street lights and lights from homes will be produced by this project. New light will be produced mostly in the evenings.	✓		
b. Could light or glare from the finished project be a safety hazard or interfere with views? The light from the finished project is not anticipated to be a safety hazard or to interfere with views.	✓		
c. What existing off-site sources of light or glare may affect your proposal? Existing off-site sources of light or glare are not anticipated to affect the proposal.	✓		

d. Proposed measures to reduce or control light and glare impacts, if any. Street lights would be full cutoff luminaires which shine downward.	✓		
12. Recreation			
a. What designated and informal recreational opportunities are in the immediate vicinity? The existing sidewalks and bike routes in the area provide informal opportunities for walking and biking. There are also multiple small parks and schools in the general area. City developed multi-use path located along Lincoln Road and under construction on new road west. An informal walking path along PSE easement will be formalized as a public path. EB 11/6/25	✓		
b. Would the proposed project displace any existing recreational uses? If so, describe. The project is not anticipated to displace any existing recreational uses.	✓		
c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any. The project proposes open space that will include walking paths, a picnic area, and a playground.			
13. Historic and Cultural Preservation			
a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. None are known. A 1920s stick built home and accessory structure are identified west of the site. Two manufactured homes located north of the site exceed 45 years of age. A 1978 and 1977 homes are east of the site. All older homes are on larger lots. It is not known if noted structures are eligible for listing. EB 11/6/25		✓	
b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. None have been identified. State requires notification when evidence of Indian or historic use or occupation is discovered. Poulsbo includes condition of approval P10 as requested by The Suquamish Tribe. EB 11/6/25	✓		
c Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc Washington State's WISAARD system was consulted.	✓		

d. Proposed measures to reduce or control impacts, if any. None.	✓		
14. Transportation			
a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. The site has frontage on existing Lincoln Road and Noll Road. The development will have road connections to both of the right-of-ways (ROW). ROW improvements include new sidewalk and bike lane on Noll Road (Kitsap County Road).	✓		
b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The site is not currently served by public transit. Kitsap Transit Route 344 appears to have a stop just under one mile southwest of the project site on Lincoln Road.	✓		
c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? A minimum of two off-street parking spaces will be provided for each unit. There will be 48 on-street parking spaces provided. No existing parking will be eliminated.	✓	A minimum of 35 on street public parking spaces are required. EB 11/6/25	
d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Yes. The project will include half street improvements to Noll Road east of the project. Improvements include new sidewalk, curb, and bike lane. Improvements are not proposed for Lincoln Road.		See note at bottom of page. EB 6/1/26	✓
e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. No, the project does not occur within the immediate vicinity of water, rail, or air transportation.	✓		
f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? The project is anticipated to generate 651 average weekday daily trips. Daily weekday trips are anticipated to include 48 AM peak trips and 65 PM peak trips. Vehicle trip generation was calculated using data from the Institute of Transportation Engineers publication "Trip Generation Manual 11th Edition."	✓	Traffic impact fees per PMC 3.86. EB 11/6/25	

14 d. Kitsap County requests Noll Road improvements between Noll Valley Loop and new driveway in right-of-way north of project. A private property agreement moving onsite driveway offsite to north right-of way is also identified by Kitsap County as necessary improvement within County rights-of-way. County permits required. EB 6/1/26

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. No.	✓		
h. Proposed measures to reduce or control transportation impacts, if any. The project will meet traffic design standards and land use requirements for plan approval. Traffic Impact Fees will be paid at the time of building permits for the individual homes.	✓		
15. Public Services			
a. Would the project result in an increased need for public service (for example fire protection, police protection, health care, schools, other)? If so, generally describe. The proposed project is anticipated to result in a minor increase in public services to support the development.	✓		
b. Proposed measures to reduce or control direct impacts on public services, if any. The development is designed to accommodate fire and emergency access. Additionally, all necessary impact fees will be paid.	✓	Park impact fees per PMC 3.84. EB 11/6/25	
16. Utilities			
a. Check the utilities currently available at the site: ☒ electric ☐ natural gas ☒ water ☒ refuse service ☒ telephone, ☒ sanitary sewer ☐ septic system ☐ other.	✓		
b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Electricity will be provided by Puget Sound Energy Services. Water, Sanitary Sewer, and Refuse Service will be provided by the City of Poulsbo. Telecommunications services is anticipated to be provided by Comcast and KPUD.	✓		

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  Date Submitted: 08/18/25

Reviewed 11/6/25 with additional
comments 6/1/26 by Edie Berghoff,
Senior Planner, City of Poulsbo

From: Robert Hankins
Sent: Thursday, June 4, 2026 9:40 AM
To: hwright@cityofpoulsbo.com
Cc: Bri Ellis <BEllis@kitsap.gov>
Subject: FW: 25-04081 Noll Pointe County Frontage Improvements DRAFTS SUMMARY CONDITIONS FOR SEPA

Please find below the Kitsap County Summary Conditions.

Summary Conditions (6.4.2026)

Kitsap requires frontage improvements along the frontage of Noll Pointe proposed subdivision.

The frontage improvements shall consist of a street section as depicted in the cross section (see Section -A shown below).

Starting from the Centerline of the 60-foot Right-of-Way, construct a 12-foot travel lane with 5-foot bike lane, concrete vertical curb & gutter, and 6-foot concrete sidewalk (all per Kitsap County Current Road Standards. All frontage improvements shall be constructed to current ADA standards/requirements.

Please note: The minimum road standards shall be met with this design (the detail road section design as shown below, is a little different than Kitsap County road section depicted in Fig.3-1. (Must meet Minimum Standards).

The frontage improvements shall be extended south beyond the Noll Pointe Subdivision to the existing improvements of the NE Noll Valley Loop entrance.

The existing NE Noll Valley Loop Road improvements will need to be rebuilt to provide the smooth transition and be ADA compliant.

Exhibit P3

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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Figure 4-4: Standard Detail - Urban Major Approach

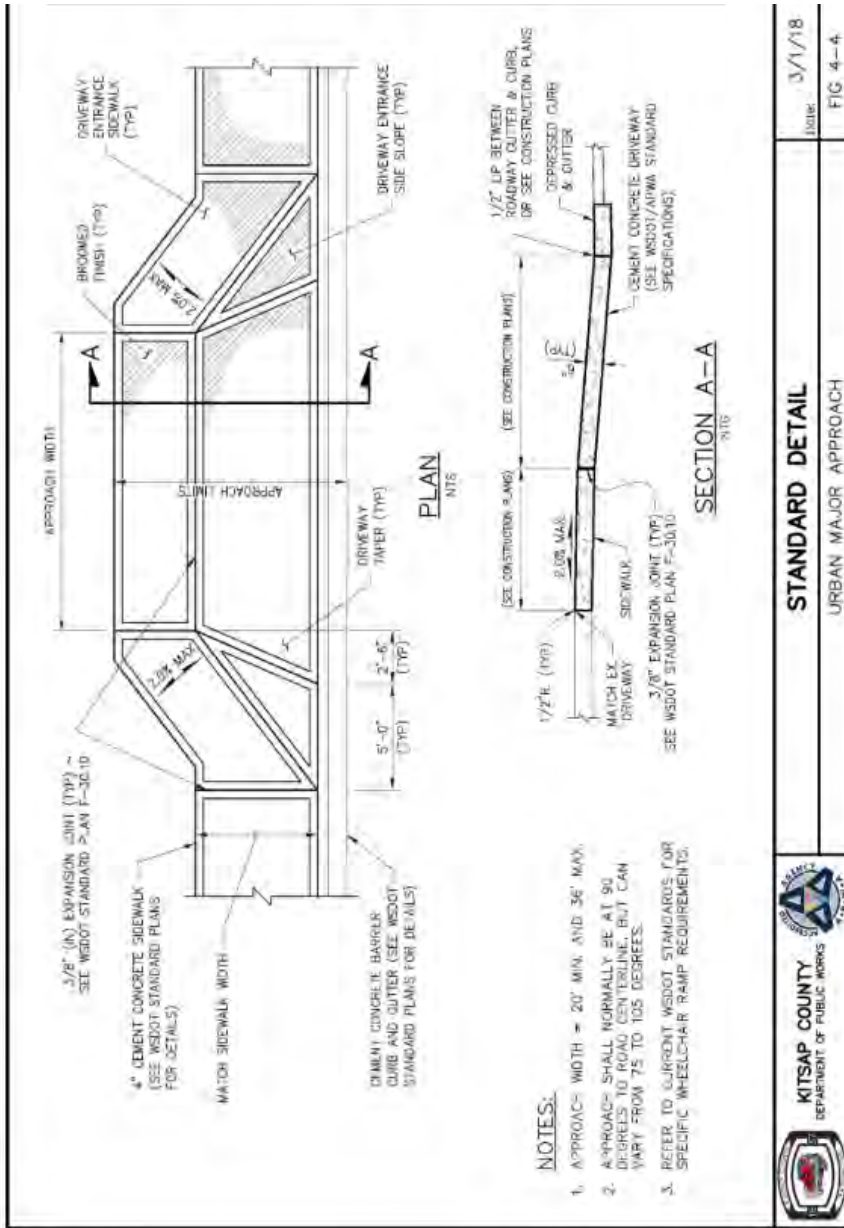
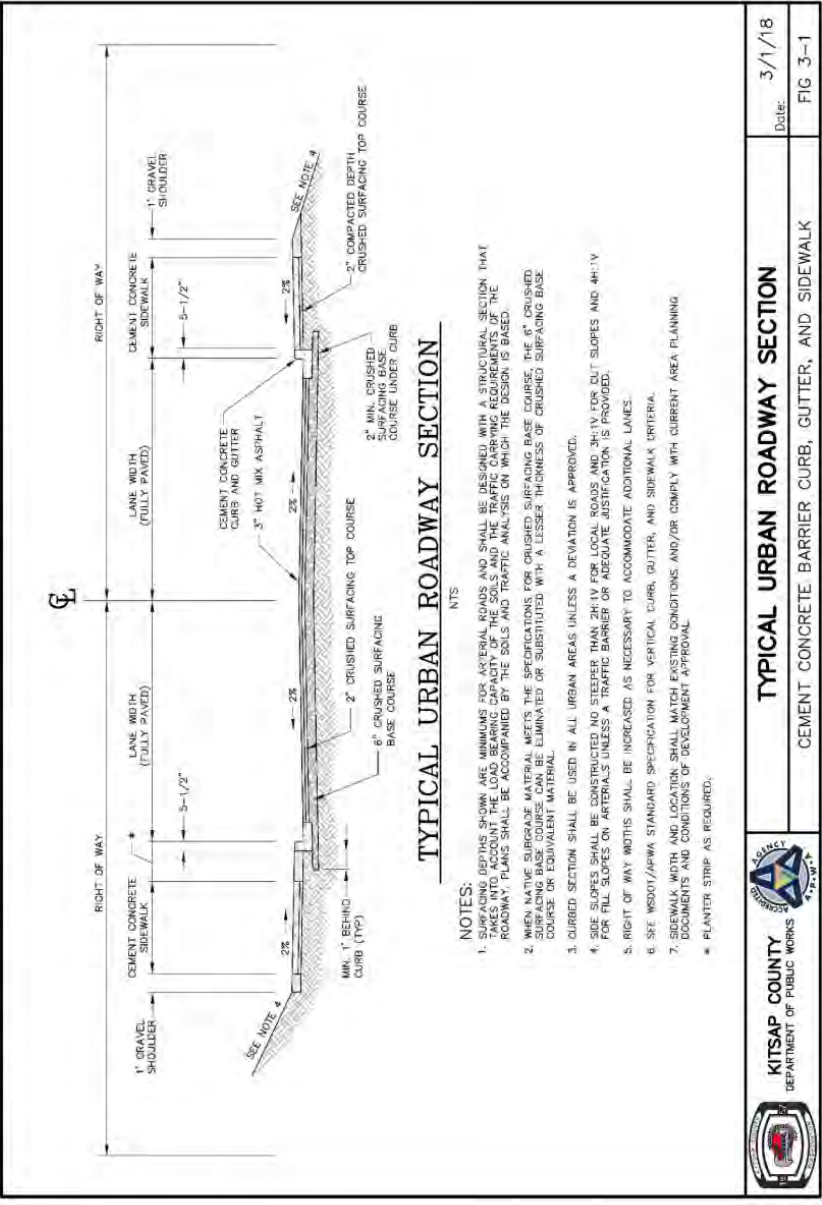


Figure 3-1: Typical Urban Roadway Section - Cement Concrete Barrier Curb, Gutter, and Sidewalk



XX
XX





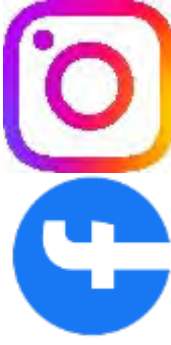
Robert E. Hankins, P.E.

Engineer-2, Kitsap County Department of Community Development

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Kitsap.County.Communities*

(360) 337-5777

Kitsap.gov/DCD/



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“People.will.not.do.what.is.expected?but.rather.what.is.inspected”.Peter.Daniels

Exhibit P4

After Recording Return to:

Terry L. Brink
BRINK LAW FIRM
1201 Pacific Avenue, Suite 2100
Tacoma, Washington 98402

EASEMENT AGREEMENT

Grantor: **FRANCIS "FRANK" COLACURCIO, JR.**, an individual; **LEROY CHRISTIANSEN**, an individual; and **PATRICK COLACURCIO**, an individual (collectively as tenants-in-common)

Grantee: **EDWARD MALONE and DOREEN MALONE**, husband and wife

Legal Description (abbreviated): A portion of the southwest quarter of the northeast quarter; Section 13, Township 20 North, Range 1 East, of the Willamette Meridian Additional legal(s) on pages 1 - 3.

Assessor's Tax Parcel No.: 132601-1-018-2008

Reference No. of Related Parcel: 132601-1-030-2002

AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made this 31st day of December, 2020, by and between **FRANCIS "FRANK" COLACURCIO, JR.**, an individual; **LEROY CHRISTIANSEN**, an individual; and **PATRICK COLACURCIO**, an individual (collectively as tenants-in-common, "**Grantor**") and **EDWARD MALONE and DOREEN MALONE**, husband and wife ("**Grantee**"), individually a "**party**" and collectively the "**parties.**"

1. **Grantor's Property.** The following is the legal description for the Grantor's Property:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 13, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 111.9 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°02'48" WEST 811.51 FEET, MORE OR LESS, TO THE SOUTHEASTERLY MARGIN OF LINCOLN

ROAD; THENCE SOUTH 33°55'1" WEST ALONG SAID SOUTHEASTERLY MARGIN 717.45 FEET; THENCE LEAVING SAID SOUTHEASTERLY MARGIN AND RUNNING SOUTH 1°20'12" WEST 92.45 FEET; THENCE SOUTH 89°03'48" EAST 1,253.74 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 3°16' EAST 695.88 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE NORTH 3°16'00" WEST 695.88 FEET MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE NORTH 50 FEET; AND EXCEPT THE MOST WESTERLY 50 FEET AS MEASURED ALONG THE SOUTH LINE THEREOF. FREE OF ENCUMBRANCES EXCEPT EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE GRANTED TO PUGET SOUTH POWER & LIGHT COMPANY UNDER AUDITOR'S FILE NO. 265558.

SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

(KITSAP COUNTY REAL PROPERTY TAX PARCEL NO. 132601-1-018-2008)

(the "Grantor's Property").

2. **Grantee's Property.** The following is the legal description for the GRANTEE'S Property:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF THE CENTERLINE OF THE PUGET POWER RIGHT OF WAY: AS DEDICATED ON THAT SURVEY RECORDED SEPTEMBER 21, 1979 UNDER AUDITOR'S FILE NO. 7909210141 THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, LYING EASTERLY OF LINCOLN COUNTY ROAD RIGHT OF WAY, SOUTHERLY OF A TRACT CONVEYED TO SCHOOL DISTRICT NO. 45 UNDER DEED RECORDED IN VOLUME 27 OF DEEDS ON PAGE 784, IN KITSAP COUNTY, WASHINGTON; AND WEST OF A TRACT CONVEYED TO LINCOLN HOME ECONOMICS CLUB BY DEED BEARING AUDITOR'S FILE NO. 299996, RECORDS OF SAID COUNTY, EXCEPT COUNTY ROAD NO. 206.

SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

(KITSAP COUNTY REAL PROPERTY TAX PARCEL NO. 132601-1-030-2002)

(the "Grantee's Property").

3. Conditional Grant of Perpetual Non-Exclusive Easement. The Grantor's Property and the Grantee's Property are situated on either side of Kitsap County Road No. 206, which is unopened for public use. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby conditionally grant unto Grantee a perpetual nonexclusive easement for ingress and egress, maintenance, repair, reconstruction, and/or improvement of an existing driveway, and for any utilities confirmed to currently exist by the Grantee's surveyor and shown geographically on the Depiction of the Easement Area provided for in Section 4, through and across that portion of the Grantor's Property legally described and defined immediately below as the easement area (the "Easement"):

ACCESS & UTILITIES EASEMENT DESCRIPTION

A 25.00 foot wide strip of land being a portion of the Southwest quarter of the Northeast quarter of Section 13, Township 26 North, Range 1 East, W.M., City of Ponsbo, Kitsap County, Washington, the centerline of said 25.00 wide strip is described as follows:

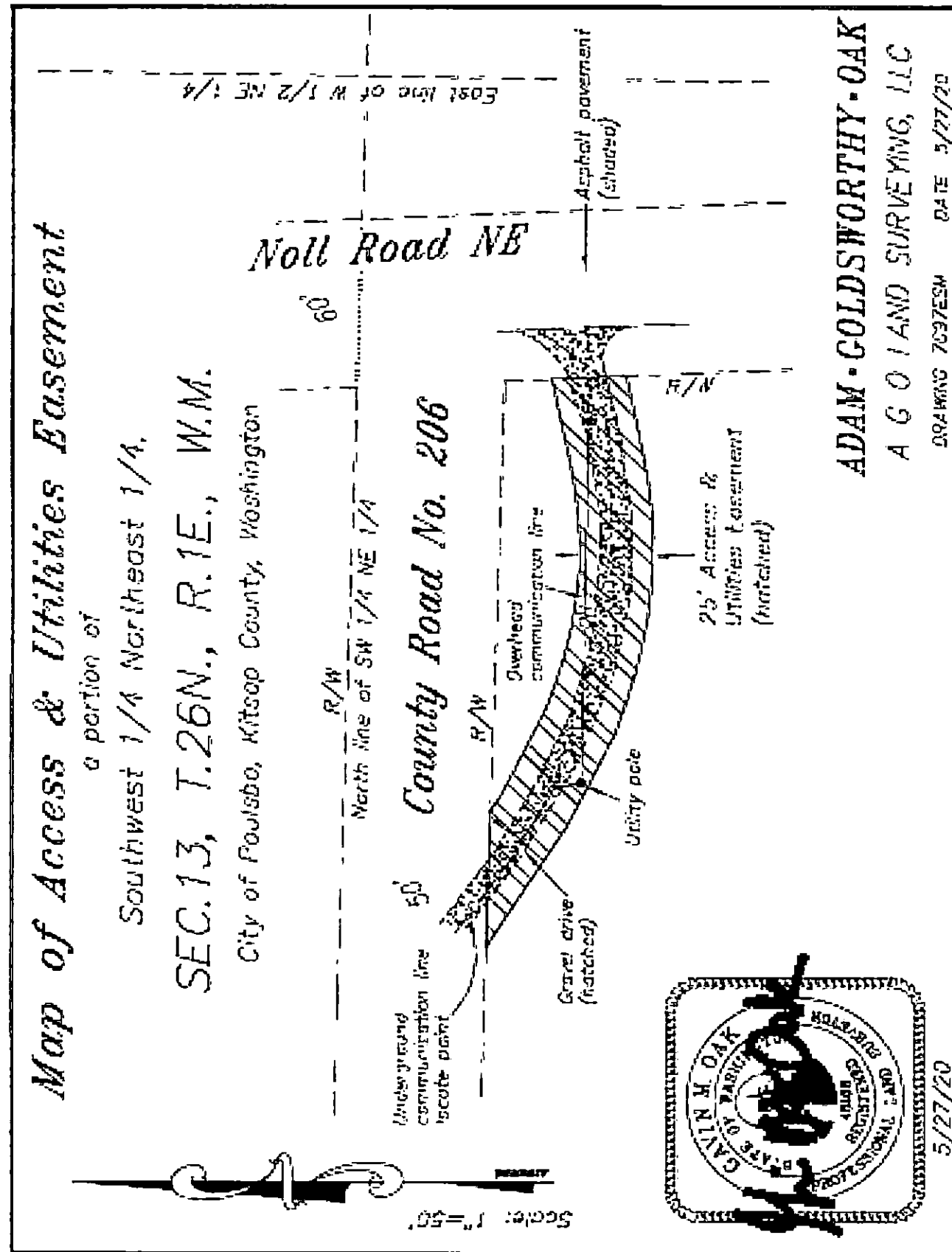
Commencing at the Northeast corner of said Section 13, a monument in case, from which a 5" diameter concrete monument at the North quarter corner of said Section 13, bears North 88°15'39" West 2643.86 feet;
 Thence along the North line of said Section 13, North 88°15'39" West 1321.93 feet to the Northeast corner of the West one-half of the Northeast quarter of said Section 13;
 Thence leaving said North line along the East line of said West one-half, South 00°52'05" West 1382.94 feet;
 Thence leaving said East line, North 89°07'56" West 107.28 feet to the Westerly right of way of Noll Road NE and the True Point of Beginning;
 Thence South 78°36'41" West 30.75 feet;
 Thence Southwesterly on a 160.00 foot radius curve to the right, the center of which bears North 11°23'19" West, through a central angle of 29°49'30", an arc distance of 83.29 feet;
 Thence North 71°33'49" West 11.62 feet;
 Thence North 63°51'11" West 16.10 feet;
 Thence North 57°47'38" West 19.08 feet to a line lying parallel with and 50.00 feet South of the North line of the said Southwest quarter of the Northeast quarter and the terminus. The sidelines of this strip are also to terminate at said line and at the said Westerly right of way of Noll Road NE.



(A PORTION OF KITSAP COUNTY REAL PROPERTY TAX PARCEL NO. 132601-1-018-2008)

(the "Easement Area").

4. Depiction of the Easement Area. A depiction of the Easement Area follows:



5. **Terms and Conditions of Easement.** The Easement granted pursuant to this Easement Agreement is subject to and conditioned upon the following terms, conditions, and covenants which the parties hereby promise to faithfully and fully observe and perform.

5.1 **Grantor's Reservation of Right to Relocate the Easement Area.** The Grantor expressly reserves the absolute discretionary right to relocate the Easement Area on the Grantor's Property at any time after the Effective Date of this Easement Agreement (the "**Relocated Easement**") in any such manner that: (i) accommodates the Grantor's desired use of the Grantor's Property; and (ii) continues to provide an access route for ingress, egress and utilities to and from the Grantee's Property from Noll Road Northeast, which is situated adjacent to the eastern boundary of the Grantor's Property (the "**Ultimate Easement Area**"). In the event of any such relocation of the Easement Area, the Ultimate

Easement Area shall be at least fifteen feet (15') wide. However, the Grantor shall have the option, but not the obligation, to increase the width of the Easement Area when determining and designing the Ultimate Easement Area.

5.2 Notification of Exercise of Right to Relocate the Easement Area. In the event that Grantor decides to initiate preparations for the creation of the Relocated Easement on the Grantor's Property, the Grantor hereby promises and agrees not less than ninety (90) days before commencing construction of the Relocated Easement to provide written notification to the Grantee of such intention pursuant to the delivery method in Section 5.6 below at the beginning of the relocation process in order to provide the Grantee with advanced notice ("Notice of Plan for Relocated Easement"). For purposes of this Easement Agreement, the word "**relocation**" shall mean the Grantor's undertaking of the steps necessary to obtain permits authorizing among other things the construction of either a public road, private road or a private driveway as an alternative means of ingress and egress to the Grantee's Property over the Grantor's Property in a different geographic location from that geographic area defined above as the Easement Area.

5.3 Construction Costs and Restrictions. All costs of construction of any improvements necessary for the creation of the Relocated Easement to serve the Grantee's Property shall be paid solely by Grantor and/or their successors and assigns. The Relocated Easement shall comply with all governmental rules and regulations in affect at the time of its construction. During the period of construction of the Relocated Easement, Grantor will assure that vehicular access to the Grantee's Property is not obstructed or otherwise denied by Grantor and/or their successors and assigns as a means of ingress and egress to and from Noll Road to the Grantee's Property, except for periods of time not exceeding two (2) hours in duration when construction activities require closure, in which case(s) twenty-four (24) hours' advance notice shall be provided by Grantor.

5.4 Location and Nature of Relocated Easement. The actual geographic location of a future Relocated Easement, if any, is presently unknown by the parties and cannot be determined in advance with reasonable certainty. If the Grantor's Property is developed as a subdivision and results in the construction of one (1) or more roads that provide(s) legal access to the Grantee's Property, said road(s) shall eliminate the need for this Easement Agreement, in which event this Easement Agreement shall terminate as provided for below in Section 5.20. Any other creation of a Relocated Easement via a private driveway may be designated as the Relocated Easement at the sole discretion of the Grantor and/or their successors and assigns. Once the Relocated Easement is established, said Relocated Easement shall become permanent and Grantor shall, at their sole expense, prepare an amendment to this Easement Agreement ("**Amendment of Easement Agreement**") that explains the nature of the Grantee's legal right to utilize the Relocated Easement, which may be via a private driveway (the "**Revised Easement**"). In the event that the Relocated Easement becomes a Revised Easement, Grantor shall include in the Amendment of Easement Agreement a legal description and depiction prepared by a surveyor licensed in Washington State showing the geographic location of the Revised Easement.

5.5 Grantor's Obligation to notify Grantee of any Relocation of the Easement Area. In the event that the Grantor delivers the Notice of Plan for Relocated Easement to

the Grantee advising of the commencement of the permitting process necessary for the relocation, the Grantor shall within ninety (90) days of the Grantee's receipt of such notification deliver to Grantee documentation necessary in order to effect a relocation of the Easement Area ("**Easement Area Relocation Plan**"). After the delivery of the Easement Area Relocation Plan, the Grantor shall thereafter be unconditionally and irrevocably immediately authorized by the Grantee to proceed with the execution of the Easement Area Relocation Plan.

5.6 Grantee's Sole Obligation to Obtain Permits and Pay all related costs and expenses required to Maintain Easement Area. The Grantee shall be solely responsible for the following: (i) applying for and obtaining any permits required by the City of Poulsbo and/or Kitsap County or any other regulatory agency having jurisdiction in order to obtain permission to maintain, improve and/or perform any work within the Easement Area as may be necessary for Grantee's use of the Easement Area; and (ii) any and all costs, expenses, fees, charges, payments, services, sales taxes, licenses, labor, materials, equipment, engineering, surveying, permitting fees, other consultants' fees, construction costs, maintenance expenses, insurance, bonding and/or assignments of funds, together with any other monetary expenditure by any name or characterization arising from or in any way directly related to the work set forth above in this Section 5.6. The Grantor shall have no responsibility to pay any monies or make any improvements of any kind whatsoever within the Easement Area in order to accommodate the Grantee's use of it. Notwithstanding the foregoing, if the Grantor uses the Easement Area and commits gross negligence, the Grantor hereby agrees to take responsibility for and cause the resulting necessary restoration repairs to be performed at Grantor's sole cost and expense.

5.7 Possible Modification or Replacement of the form of this Easement Agreement. In the event that the City of Poulsbo and/or Kitsap County requires modifications to this Easement Agreement or the replacement of this Easement Agreement in conjunction of the Grantor's future development of the Grantor's Property, both the Grantor and the Grantee agree to cooperate with one another and make a good faith effort to accommodate the City of Poulsbo and/or Kitsap County so long as the requested modifications of the terms and conditions of the replacement standard form do not: (i) in any material way diminish the Grantor or Grantee's obligations arising from this Easement Agreement; or (ii) impose a material hardship on either Grantor or Grantee or their successors and assigns. For purposes of this Easement Agreement, the term "**material hardship**" is defined as either: (a) an unreasonable and unacceptable increased financial obligation; (b) a demand that, if satisfied, would result in an impediment to the Grantor's development plans that would not be required but for demands imposed by the City of Poulsbo and/or Kitsap County; or (c) a demand that, if satisfied, would result in an impediment or substantial and unsatisfactory alteration to the Grantee's ability to access their property for an unreasonable period of time.

5.8 Notices. Notices made by the Parties pursuant to this Easement Agreement may be served personally or may be served by depositing the same in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed as follows:

IF TO GRANTOR:

Leroy Christiansen
32233 N. 71st Place,
Scottsdale, AZ 85266.
Phone: 206.915.7361
E-mail: judychristiansen@comcast.net

WITH A COPY TO:

Terry L. Brink
BRINK LAW FIRM
1201 Pacific Avenue, Suite 2100
Tacoma, Washington 98402
Phone: 253.620.6666
Fax: 253.620.6565
E-mail: tbrink@brinkatlaw.com

IF TO GRANTEE:

Edward Malone and Doreen Malone
20351 Noll Road East
Poulsbo, Washington 98406-8454
Phone: 541.252.7267
E-Mail:
doreen_sealevel1040@outlook.com

WITH A COPY TO:

Ryan J. Jones
SHIERS LAW FIRM, LLP
600 Kitsap Street, Suite 202
Port Orchard, Washington 98366
Phone: 360.876.4455
Fax: 360.876.0169
Email: jones@shierlaw.com

Such notice shall be deemed delivered at time of actual delivery if served personally, or three (3) days after mailing if mailed. The foregoing addresses may be changed by written notice given pursuant to provisions of this Section 5.6.

5.9 Use of the Easement Area by Grantor and Grantee. Since this Easement is a nonexclusive easement, the Easement Area or the Ultimate Easement Area, as the case may be, may be used by both Grantor and Grantee, as well as any others to whom the Grantor may grant such rights. Grantee hereby acknowledges and agrees that the Ultimate Easement Area may be a private road, a public road, or a private driveway. If the Ultimate Easement Area is either a public road or a private road it shall be used by all the lots created by any subdivision of the Grantor's Property. In the event that the Ultimate Easement Area is replaced by a public road, Grantee shall be immediately relieved of any obligation to maintain or pay for maintenance of the Ultimate Easement Area upon the recording of any

subdivision of the Grantor's Property that includes as the Ultimate Easement Area a public road. Grantee and Grantor hereby covenant that they, their successors, assigns, contractors, agents, and invitees shall not use the Easement Area or the Ultimate Easement Area, as the case may be, in a manner inconsistent with the spirit and intent of this Easement Agreement.

5.10 Release and Indemnity. Grantee and/or Grantee's successors and assigns, hereby unconditionally release and agree to defend with counsel approved by Grantor, indemnify and hold Grantor harmless from and against any and all claims of liability, loss, damage, expense, or actions asserted or arising directly or indirectly from acts or omissions of Grantee and Grantee's servants, agents, employees, contractors together with any others by any name or characterization who engage in the exercise of the rights granted in this Easement Agreement, including reasonable attorney fees and costs incurred by Grantor whether such claim(s) result in litigation or not, and including any appeal(s).

5.11 Insurance. Grantee shall, at its sole cost and expense, maintain in force during the term of this Easement Agreement public liability and property damage, insurance for Grantee and Grantee's, invitees, guests, servants, agents, contractors and/or subcontractors and their employees. Such policy has: (i) combined single limits for bodily injury and property damage (other than automobile liability) each occurrence and personal injury each occurrence, of not less than Five-Hundred Thousand and no/100ths Dollars (\$500,000.00); (ii) combined single limit annual general aggregate of not less than Five-Hundred Thousand (\$500,000.00); and (iii) combined single limit for automobile injury and property damage liability, each accident loss of not less than Five-Hundred Thousand (\$500,000.00). Such insurance contains endorsements covering premises liability, operations liability, auto and truck liability coverage. Prior to the recording of this Easement Agreement, Grantee agrees to deliver certificates of insurance to Grantor naming Grantor as an additional insured. The above-sited coverage shall be maintained without interruption during the term of this Easement Agreement. All insurance policies shall include a provision that the coverages provided shall not be materially changed, cancelled or not renewed until at least thirty (30) days' prior written notice has been given to Grantor pursuant to Section 5.8 above. In the event Grantee fails to maintain any insurance coverage required under this Section 5.11, Grantor may, but shall not be obligated to, purchase such coverage and charge the expense to Grantee, or terminate this Easement Agreement.

5.12 Liens. Grantee and/or Grantee's successors and/or assigns, agree(s) to pay within thirty (30) days of notice any lien(s) filed encumbering the Grantor's Property pursuant to its exercise of any rights or performance of any of the obligations arising directly or indirectly from acts or omissions of Grantee and Grantee's invitees, guests, servants, agents, employees and contractors; or alternatively, to promptly arrange for the removal of the lien(s) by establishing an escrow account and depositing a sum of money equal to One Hundred Fifty percent (150%) of the amount of the lien(s) if the lien(s) is or are disputed by Grantee, or Grantee's successors and/or assigns.

5.13 Attorney Fees. In the event that any legal proceeding is initiated by either party in order to interpret or enforce the terms and conditions of this Easement Agreement, the

prevailing party shall be entitled to reimbursement for all costs and reasonable attorney fees incurred, including any costs and reasonable attorney fees incurred on appeal.

5.14 Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and upon their respective heirs, personal representatives, administrators, devisees, or successors and assigns.

5.15 Merger and Amendment. All prior and contemporaneous agreements, promises, representations and statements relating to this Easement Agreement, if any, among the parties, are merged into this Easement Agreement, which Easement Agreement embodies the entire understanding of the parties and may not be modified or amended, except by a written document signed by both parties.

5.16 Severability. If any part of this Easement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5.17 Captions. The captions contained in this Easement Agreement are inserted only as a matter of convenience and in no way define, limit, or intend to describe the scope of this Agreement or the intent of any provision contained in it.

5.18 Applicable Law. This Easement Agreement shall be construed and interpreted under the laws of the State of Washington.

5.19 Venue. Venue for any cause of action arising out of this Easement Agreement shall be Kitsap County, Washington.

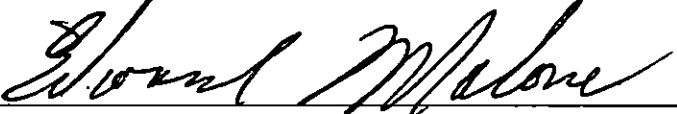
5.20 Termination. Upon the recording of any subdivision of the Grantor's Property that includes as the Ultimate Easement Area either a private road or public road, this Easement Agreement shall immediately terminate and have no further legal force and effect whatsoever except with respect to any applicable indemnification provisions included in this Easement Agreement, which shall survive the termination of this Easement Agreement.

5.21 Covenant Not To Oppose Development of Grantor's Property. As a material inducement for the Grantor to enter into this Easement Agreement, Grantee hereby unconditionally and irrevocably represents, warrants, covenants and promises not to oppose any application(s) for land use development permits seeking approval for the Grantor, or the Grantor's successors and assigns, to develop the Grantor's Property as a subdivision and/or make any other improvements to the Grantor's Property either during the term of this Easement Agreement or subsequent to its termination. Grantee hereby acknowledges and agrees that but for the foregoing representations, warranties, covenants and promises by Grantee, Grantor would not have entered into this Agreement.

IN WITNESS WHEREOF each of the parties to this Easement Agreement have executed this Easement Agreement this day and year written below; however, the effective date of this Agreement is the day and year first written above (the **“Effective Date”**).

GRANTOR:

EDWARD MALONE and DOREEN MALONE, husband and wife


Edward Malone

Dated: December 29, 2020


Doreen Malone

Dated: December 29, 2020

GRANTEE:

FRANCIS “FRANK” COLACURCIO, JR., an individual;
LEROY CHRISTIANSON, an individual; and
PATRICK COLACURCIO, an individual

Francis “Frank” Colacurcio

Dated: December ____, 2020

Leroy Christiansen

Dated: December ____, 2020

Patrick Colacurcio

Dated: December ____, 2020

(NOTARY ACKNOWLEDGEMENTS FOLLOW ON THE NEXT TWO PAGES)

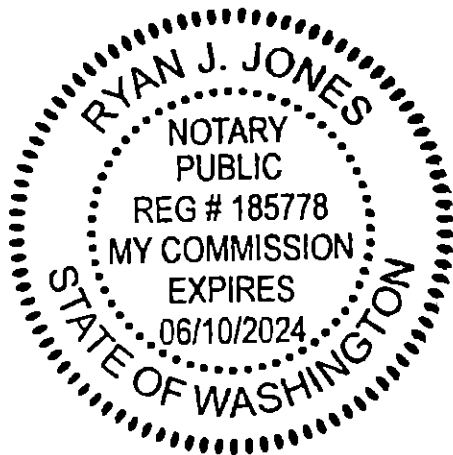
STATE OF WASHINGTON)

: ss.

County of Kitsap)

On this day personally appeared before me, a notary public, EDWARD MALONE and DOREEN MALONE, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 29th day of December, 2020.



[Signature]
 Type/Print Name: Ryan J. Jones
 Notary Public in and for the State of Washington,
 residing at Big Harbor, WA
 My Commission expires June 10, 2024

STATE OF WASHINGTON)

: ss.

County of Pierce)

On this day personally appeared before me, a notary public, FRANCIS "FRANK" COLACURCIO, JR., an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this ____ day of December, 2020.

 Type/Print Name: _____
 Notary Public in and for the State of Washington,
 residing at _____
 My Commission expires _____

IN WITNESS WHEREOF each of the parties to this Easement Agreement have executed this Easement Agreement this day and year written below; however, the effective date of this Agreement is the day and year first written above (the **“Effective Date”**).

GRANTOR:

EDWARD MALONE and DOREEN MALONE, husband and wife

Edward Malone

Dated: December ___, 2020

Doreen Malone

Dated: December ___, 2020

GRANTEE:

FRANCIS “FRANK” COLACURCIO, JR., an individual;
LEROY CHRISTIANSON, an individual; and
PATRICK COLACURCIO, an individual



Francis “Frank” Colacurcio

Dated: 1-5-2021, 202__

Leroy Christiansen

Dated: _____, 202__

Patrick Colacurcio

Dated: _____, 202__

(NOTARY ACKNOWLEDGEMENTS FOLLOW ON THE NEXT TWO PAGES)

STATE OF WASHINGTON)

: ss.

County of Kitsap)

On this day personally appeared before me, a notary public, EDWARD MALONE and DOREEN MALONE, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this ____ day of December, 2020.

 Type/Print Name: _____
 Notary Public in and for the State of Washington,
 residing at _____
 My Commission expires _____

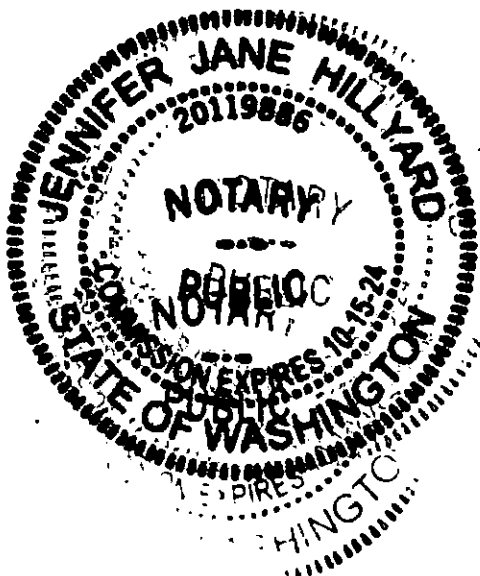
STATE OF WASHINGTON)

: ss.

County of Snohomish)

On this day personally appeared before me, a notary public, FRANCIS "FRANK" COLACURCIO, JR., an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 5th day of January ²⁰²¹~~2020~~



 Type/Print Name: Jennifer Jane Hillyard
 Notary Public in and for the State of Washington,
 residing at Redmond
 My Commission expires 10-15-24

IN WITNESS WHEREOF each of the parties to this Easement Agreement have executed this Easement Agreement this day and year written below; however, the effective date of this Agreement is the day and year first written above (the **"Effective Date"**).

GRANTOR:

EDWARD MALONE and DOREEN MALONE, husband and wife

Edward Malone

Dated: December ___, 2020

Doreen Malone

Dated: December ___, 2020

GRANTEE:

FRANCIS "FRANK" COLACURCIO, JR., an individual;
LEROY CHRISTIANSON, an individual; and
PATRICK COLACURCIO, an individual

Francis "Frank" Colacurcio

Dated: _____, 202__



Leroy Christiansen

Dated: 12-31, 2020

Patrick Colacurcio

Dated: _____, 202__

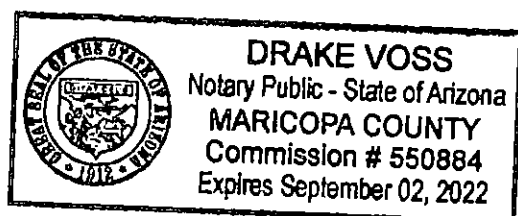
(NOTARY ACKNOWLEDGEMENTS FOLLOW ON THE NEXT TWO PAGES)

Page 11 of 12

STATE OF ARIZONA)
 : ss.
 County of Maricopa)

On this day personally appeared before me, a notary public, LEROY CHRISTIANSEN, an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 31st day of DEC, 2020.



Type/Print Name:
 Notary Public in and for the State of Arizona,
 residing at Scottsdale, AZ
 My Commission expires 9/2/22

STATE OF WASHINGTON)
 : ss.
 County of Pierce)

On this day personally appeared before me, a notary public, PATRICK COLACURCIO, an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 202__.

Type/Print Name:
 Notary Public in and for the State of Washington,
 residing at _____

IN WITNESS WHEREOF each of the parties to this Easement Agreement have executed this Easement Agreement this day and year written below; however, the effective date of this Agreement is the day and year first written above (the **“Effective Date”**).

GRANTOR:

EDWARD MALONE and DOREEN MALONE, husband and wife

Edward Malone

Dated: December ___, 2020

Doreen Malone

Dated: December ___, 2020

GRANTEE:

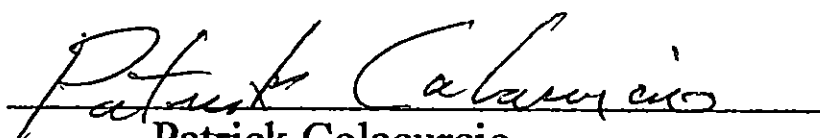
FRANCIS “FRANK” COLACURCIO, JR., an individual;
LEROY CHRISTIANSON, an individual; and
PATRICK COLACURCIO, an individual

Francis “Frank” Colacurcio

Dated: _____, 202__

Leroy Christiansen

Dated: _____, 202__


Patrick Colacurcio

Dated: December 31st, 2020

(NOTARY ACKNOWLEDGEMENTS FOLLOW ON THE NEXT TWO PAGES)

STATE OF ARIZONA)
 : ss.
 County of Maricopa)

On this day personally appeared before me, a notary public, LEROY CHRISTIANSEN, an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

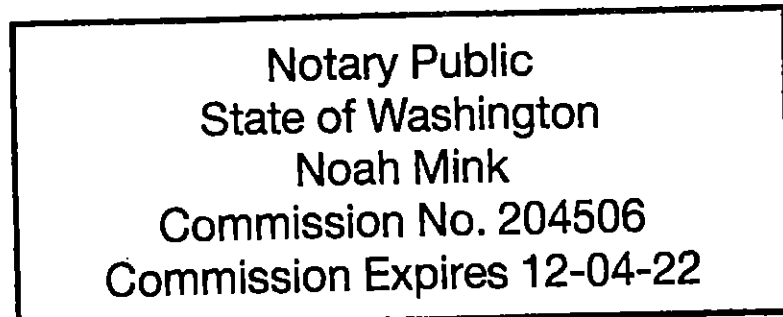
GIVEN under my hand and official seal this ____ day of _____, 202__.

 Type/Print Name: _____
 Notary Public in and for the State of Arizona,
 residing at _____
 My Commission expires _____

STATE OF WASHINGTON)
 : ss.
 County of King)

On this day personally appeared before me, a notary public, PATRICK COLACURCIO, an individual, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

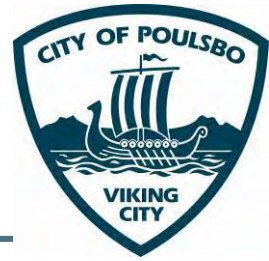
GIVEN under my hand and official seal this 31st day of December, 2020.



Noah Mink
 Type/Print Name: Noah Mink
 Notary Public in and for the State of Washington,
 residing at 301A Lynn st seattle WA 98109
 My Commission expires 12/04/2022

City of Poulsbo

Engineering Division-Pre-Con Memorandum



To: Heather Wright, SEPA Responsible Official
From: Sherman Leddon, Engineering Technician
Subject: SEPA Determination | Noll Pointe Planned Residential Development (PRD)
P-12-11-24-01
Date: 05/26/26

The Engineering and Public Works departments have reviewed the project known as Sandstone Ridge PRD, SEPA checklist and associated project application materials in accordance with codes and regulations under the department's purview. The departments offer the following analysis of the project proposal, staff recommended SEPA determination and associated mitigation for the project.

Applicant: Trumark Homes

Location:

The project parcel is vacant (no address, tax parcel 132601-1-018-2008) and is located adjacent NE Lincoln Rd. and Noll Road NE. The project lies to the east of Langaunet Lane and to the west of Noll Road. Noll Road NE to the East of the project is in unincorporated Urban Growth Area (UGA). The site is located in the NE ¼ of Section 13, Township 26N, Range 1E, W.M. in the city limits of Poulsbo, Kitsap County.

Legal Description:

PARCEL A: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 111.9 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°02'48 WEST 811.51 FEET, MORE OR LESS, TO THE SOUTHEASTERLY MARGIN OF LINCOLN ROAD; THENCE SOUTH 33°55'1 WEST ALONG SAID SOUTHEASTERLY MARGIN 717.45 FEET; THENCE LEAVING SAID SOUTHEASTERLY MARGIN AND RUNNING SOUTH 1°20'12 WEST 92.45 FEET; THENCE SOUTH 89°03'48 EAST 1,253.74 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 3°16' EAST 695.88 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE NORTH 3°16'00 WEST 695.88 FEET MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE NORTH 50 FEET MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE MOST WESTERLY 50 FEET AS MEASURED ALONG THE SOUTH LINE THEREOF. FREE OF ENCUMBRANCES EXCEPT EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE GRANTED TO PUGET SOUTH POWER & LIGHT COMPANY UNDER AUDITOR'S FILE NO. 265558.

Project Properties

Address | Kitsap County Assessor Parcel
Numbers

No Address | 132601-1-018-2008

Project Description:

The proposed Noll Pointe Planned Residential Development is a subdivision comprised of sixty-nine (69) single-family lots averaging 5,141 square feet each with open spaces throughout. The project site encompasses 15.12 acres located within the City of Poulsbo (tax parcel 132601-1-018-2008). Approximately ~12.1 acres of the 15.12-acre site are proposed for development. The project will access from NE Lincoln Rd. and Noll Rd. NE. New public rights-of-way internal to the project include three residential collector roads (Roads A, C, and B), and one stubbed residential collector connection to serve properties to the north (Road C). Stormwater management infrastructure, sewer and water utilities, tree retention, landscaping and recreational opportunities are also proposed onsite as part of the preliminary plat.

Environmental Record/Exhibits:

The environmental review consisted of analysis based upon the documents in the project record. For a complete record please refer to the Planning Department Staff Report and Exhibit list.

Poulsbo Codes, Standards and Plans

- Poulsbo Municipal Code 3.86 Transportation Impact Fees
- Poulsbo Municipal Code 12.02 Construction and Development Standards
- Poulsbo Municipal Code 14.04 Concurrency
- Transportation Impact Fees Technical Document dated March 2019, attached to PMC 3.86
- Poulsbo Municipal Code 16.04 Environmental Policy Guidelines
- Poulsbo Municipal Code 16.20 Critical Areas
- Poulsbo Municipal Code 17.80 Land Division Standards
- Poulsbo Municipal Code 18.180 Tree Retention
- City of Poulsbo Comprehensive Plan and associated functional plans
- City of Poulsbo Construction Standards

Poulsbo Sub-Area Plan

- Inter-Local Agreement for the City of Poulsbo Urban Growth Area, June 5, 2002 ("ILA with Kitsap County")
- Poulsbo Sub-Area Plan, December 17, 2001

Staff Amendments to the Environmental Checklist:

The following sections correspond with related categories of the environmental checklist submitted for the proposal, and clarify, amend, or add to that document.

Environmental Checklist Elements:**1. Earth****Geotechnical Engineering Study prepared by Earth Solutions NW (ESNW) (Exhibit XX).**

ESNW explored subsurface conditions December 12, 2024, excavating test pits throughout the site at strategic locations. Based on the explorations and subsequent analysis, ESNW offers the following conclusions and recommendations:

Based on our findings, the proposed single-family residences can be constructed on conventional continuous and spread footing foundations that bear upon competent native soil, recompacted native soil, or new structural fill that is placed and compacted directly on competent native soil. Based on our observations,

competent native soil considered suitable for support of the proposed structures will likely be encountered beginning at a depth of about two to three feet bgs. Where loose or unsuitable soil conditions are exposed at foundation subgrade elevations, compaction of the soil to the specifications of structural fill or overexcavation and replacement with suitable structural fill will be necessary.

From a geotechnical standpoint, large-scale or full-scale infiltration is considered infeasible for the project due to the widespread presence of consolidated glacial till soils. Conventional stormwater management techniques (i.e., detention) will likely prove most feasible for this project.

Geologically hazardous areas are discussed and analyzed, with the conclusion that the project is feasible as designed using appropriate BMPs and typical construction practices in association with the local standard of care without the need for buffers or setbacks.

Recommendations for temporary erosion control, stripping, in-situ and imported soils, structural fill, excavations and slopes, subgrade preparation, foundations, retaining walls, seismic design, slab-on-grade floors, utility support and trench backfill, preliminary pavement sections, drainage, and preliminary stormwater detention pond considerations are discussed thoroughly in the report with the recommendations stated for each section.

Staff have reviewed the geotechnical report, concur with the conclusions and recommendations of those submittals and concur that the project appears feasible as designed and complies with applicable City standards and requirements.

Critical Areas Report

Wetland Resources, Inc. (WRI) conducted a site visit on December 4, 2024, and again on March 11, 2025. The conclusion of the report was there are no wetlands, streams, or FWHCA's on the subject property or nearby critical areas that would require a buffer. It is in the opinion of Wetland Resources Inc., that the development will not impact any wetlands, streams, fish, and wildlife habitat conservation areas.

A peer review was conducted by Grette Associates Environmental Consultants and came to the following conclusions:

“The Report provided historical information that documented a Category III wetland within the central portion of the subject property and an offsite wetland (classification unknown)¹ that were identified during a 2009 assessment. WRI's determinations conclude that these areas do not meet current wetland criteria as defined in the U.S. Army Corps of Engineers (USACE) Federal Wetland Delineation Manual² and the USACE's Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0).³ Grette concurs with these findings.

The 2009 assessment was performed using previous delineation guidance, not current guidance (i.e., USACE's 2010 Regional Supplement) as required per PMC 16.20.225. Delineation data provided in the Report show these areas do not meet wetland criteria. Grette observed similar conditions during the site review. More specifically, while hydrophytic vegetation was observed in several areas, these areas did not meet the hydric soils and hydrology criteria defined in the USACE's Regional Supplement.

One probable offsite wetland was observed by Grette during the site review which is

not addressed in the Report. This feature is located across NE Lincoln Rd., west of where the 2009 assessment identified an offsite wetland feature. Per PMC 16.20.120, NE Lincoln Rd. serves as a buffer interruption. As such, no associated buffer extends into the subject property.”

2. Air
3. Water
 - a. Surface
 - b. Ground
 - c. Water Runoff

Noll Pointe PRD Drainage Report dated September/2025 prepared by KPFF (Exhibit C-3))

A preliminary stormwater drainage report was prepared by KPFF to address required mitigation of site development per the requirements of the Washington State Department of Ecology 2019 Stormwater Management Manual for Western Washington (SWMMWW). An executive summary is in Section 1 and stormwater manual minimum requirements are discussed in stormwater report Section 2.

On site stormwater mitigation will be provided through installation of a detention pond. The project includes sizing calculations and analysis for a detention pond providing flow control and a water quality treatment vault providing treatment to the enhanced water quality standard before being discharged into a dispersion trench where preexisting development flows in the northwest corner of the parcel. Pollution generating impervious surfaces are all routed to the stormwater detention pond via a piped conveyance. Compliance with the 2019 SWMMWW is documented in Section 6 and Appendix B.

The stormwater drainage report has been peer reviewed by the City’s third-party consultant BHC. Staff have consulted with the City’s peer reviewer and determined that the applicant has adequately addressed all peer review comments and the project drainage report submitted complies with the requirements of the Department of Ecology’s 2019 Stormwater Management Manual for Western Washington.

Staff concurs that as proposed, the project has demonstrated project feasibility and compliance with the 2019 DOE Stormwater Management Manual for Western Washington as required by PMC 12.02.030 and PMC 13.17.

4. Plants
5. Animals
6. Energy and Natural Resources
7. Environmental Health
8. Land and Shoreline Use

The project includes no work or impacts within the shoreline buffer or 100-year regulatory flood plain.
9. Housing
10. Aesthetics
11. Light and Glare

12. Recreation

13. Historic and Cultural Preservation

No known potential cultural resource impacts have been identified for this project. During project construction the project's contractor will be required to have an Inadvertent Discovery Plan on-site documenting procedures to be followed in the case of an inadvertent cultural resource discovery.

14. Transportation

The proposed plat will connect to existing City right-of-way via NE Lincoln Rd. and Noll Road NE.

The project's internal roadway network has been designed to meet City standards and consists of residential collector standard streets that connects to the existing roadway network.

The project's Eastern property frontage abuts unincorporated Urban Growth Area (UGA). As such the permitting authority for the project's Eastern connection to Noll Road NE and the project's frontage improvements along the Eastern property frontage is Kitsap County. Per Section 3.4.1 of the ILA with Kitsap County, "The County retains ultimate decision-making authority and responsibility for the construction of public improvements within the unincorporated portion of the UGA, including but not limited to transportation and utilities that are provided by the County or by other purveyors other than the City..." Per Section 3.4.1.3 of the ILA with Kitsap County, "The parties agree to cooperate and coordinate their capital improvement planning and construction for the UGA so that such improvements are constructed in an orderly manner and consistent with the Subarea plan and development regulations..." City staff has coordinated with Kitsap County staff to coordinate the frontage improvement requirements along the property's Eastern border that is within unincorporated UGA in accordance with the ILA.

Poulsbo Municipal Code 17.80.050 Street Standards and 17.80.060 Street Connectivity
PMC 17.80.050(C) requires that preliminary plats shall provide for at least two different standard routes for ingress and egress, noting that the future street connection requirements contained in PMC 17.80.060 shall contribute to meeting this requirement.

PMC 17.80.060(B) Street Connectivity referenced above also requires the provision for future roadway connections to adjacent properties.

PMC 17.80.060(B)(5) Pedestrian and Bicycle connection to adjacent subdivisions or property shall be provided as feasible and as consistent with the city's comprehensive plan's identified sidewalk and path connections. PMC 12.04.010 also contains requirements for new development to provide frontage improvements and offsite pedestrian connections. In order to mitigate the project's direct pedestrian and nonmotorized impacts along Noll Road and provide safe nonmotorized connectivity to the City's sidewalk network, the project's frontage improvements will be required to extend off-site to connect with the existing improvements constructed with the adjacent subdivision to the South (Avondale Glen), approximately 110-feet.

City and County staff have cooperated and coordinated the project's frontage improvement requirements per the ILA with Kitsap County as noted above and in accordance with Kitsap County Code (KCC) Chapter 16.04.080, City of Poulsbo codes and construction standards, City of Poulsbo Transportation Plan and City of Poulsbo Complete Streets Plan. The resultant frontage improvement requirements as requested by Kitsap County are attached as Exhibit 1E. Required frontage improvements will

include curb & gutter, sidewalks, city required landscaping adjacent to the right-of-way, and bike lane from the driveway approach north of the property line, along the property frontage, connecting off-site to the existing improvements constructed by the development to the south, Avondale Glen, at the development's egress/ingress at NE Noll Valley Loop. These frontage improvement requirements are included as Engineering SEPA condition E1.

The driveway approach North of the north property line will require an Urban Driveway Approach (Type 1) as requested by Kitsap County as this private access is being altered due to the development. This requirement is included as Engineering SEPA condition E2.

The noted above improvements will be permitted, reviewed and implemented through Kitsap County SDAP and right-of-way permits in accordance with the ILA with Kitsap County.

This project's primary roadway network within the site as proposed complies with City standards for roadway classification, grade and alignment. Road D provides one point of ingress-egress to NE Lincoln Rd. and Road A provides a second point of ingress-egress from Noll Rd. NE. The future roadway stub (Road C) to parcel 132601-1-011-2005 and parcel 132601-1-030-2002 to the north meets the requirement of PMC 17.80.060(B) for future roadway connections to adjacent properties.

Poulsbo Municipal Code 14.04 Transportation Concurrency

Poulsbo Municipal Code 14.04 requires that adequate transportation facilities or strategies needed to maintain the City's adopted level of service standards on any roadway or at any intersection are available when the impacts of development occur, or that a financial commitment is in place to complete the facilities or strategies within six years. This code section includes requirements for determining and demonstrating concurrency.

Staff have reviewed the project application materials including the Project Narrative, Civil Drawings and the Traffic Impact Analysis referenced below and determined that as proposed and conditioned the project has satisfactorily demonstrated compliance with the requirements of this code section.

Traffic Impact Analysis dated December 2024 prepared by Heath & Associates (Exhibit C-3)

A Traffic Impact Analysis (TIA) was prepared by Heath & Associates to assess the proposed project, associated motorized and nonmotorized transportation impacts, compliance with City codes and standards, and determine appropriate mitigation. The TIA was prepared to meet the City's Transportation Impact Analysis minimum requirements, address the project's transportation impacts and mitigation requirements and address the requirements of PMC Chapter 14.04 Transportation Concurrency as noted above.

The plat of Noll Pointe proposes the construction of 69 single family units in the City of Poulsbo. The site includes approximately 15.12 acres east of NE Lincoln Rd. and west of Noll Road NE. The project includes one primary access point to NE Lincoln Rd. and one primary access point to Noll Rd. NE. The proposed project connection points are shown on Figure 1 of page 6 of the TIA.

The existing roadway, nonmotorized and transit network in the vicinity of the project is

described and analyzed in the Existing Conditions Section of the TIA. Existing peak hour volume counts were taken in May 2024. The intersections chosen for counts and analysis methods are consistent with City TIA requirements. As shown in Table 2 on page 16 of the TIA, all intersections currently exceed the City's adopted level of service standard of LOS E.

The TIA also includes a safety analysis, on-site circulation discussion and multimodal access and circulation discussion to further inform potential mitigation requirements.

The Forecast Traffic Demand & Analysis section of the TIA analyzes the proposed project's forecast traffic demand. Per City requirements, the Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition was used to forecast project trip generation, using Land Use Code (LUC) 210, Single-Family Detached Housing for project trip generation. The proposed development's 69 single family units will generate 651 average weekday trips (AWDT) per the land use code trip generation data. The trip generation and forecast distribution are described and summarized starting on page 21 of the TIA. Figures 9, 10, 11, 12, 13, 14, 15, and 16 demonstrate the "with" and "without" project future impacts at intersection. As shown in Table 6 on page 31, the "with" project condition demonstrate all intersections meet or exceed City Level of Service standards.

The project is subject to Traffic Impact Fees (TIF) per PMC Section 3.86. At the time of this memo, TIF is assessed in the amount of \$564 per average weekday daily trip (AWDT). The project will generate 651 new AWDT. At the time of this memo, total traffic impact fees to be collected for this project are estimated to be $69 * 9.09 * \$564 = \$353,764.44$. Traffic Impact Fees are collected at the time of building permit application for each home and will be assessed at the current rate in place at the time of building permit application.

Conclusions and Mitigations are presented on Page 35 of the TIA:

Conclusions and Mitigations

Based on the above analysis, the following mitigation measures are identified:

- 1. Design of on-site, intersections, and frontage improvements should be coordinated with the City of Poulsbo*
- 2. The proposed development would be subject to Traffic Impact Fees (TIF) as imposed by the City of Poulsbo (PMC 3.86). Fees are based on new average daily project trips, assessed at \$564.00 per net new trip. Therefore, an estimated fee calculation is as follows:*

$$627.21 \text{ daily trips} \times \$564.00 \text{ per daily trip} = \$353,764.44$$

Actual traffic impact fees will be calculated and determined by the City at the time of building permit issuance. Frontage improvements may be credit eligible for completion of a portion of the planned Noll Road Improvements and should be discussed with the City.

- *No other mitigation is identified at this time.*

A sight distance analysis has been completed and is included in the TIA for the intersection of NE Lincoln Road and Road D. Also, for the intersection of Noll Road NE and Road A. Refer to Figure 17 on page 33 of the TIA.

Staff have reviewed the project materials, project civil drawings, proposed roadway network and the Traffic Impact Analysis (TIA) and the associated recommendations and conclusions. Staff have determined that the TIA prepared by Heath & Associates adequately analyzes the project demands per City codes, standards and requirements with two exceptions. The project's TIA did not address the need to mitigate the project's direct pedestrian and nonmotorized impacts by connecting the project's frontage improvements offsite to the existing adjacent sidewalk network. This will be properly mitigated by the City and County SEPA requirement for the project's frontage improvements to connect offsite to the existing sidewalk network. The project's TIA also indicates that impact fee credit may be available for improvements associated with the City's Noll Road Improvements project. There are no City projects along this section of Noll Road that are eligible for impact fee credit under PMC 3.86.110. With the mitigation proposed and as conditioned, including payment of Traffic Impact Fees per PMC Section 3.86, the project's transportation impacts are adequately mitigated, and satisfy the City's Traffic Impact Analysis minimum requirements and PMC 14.04 Transportation Concurrency requirements.

15. Public Services

The proposed project will increase the city population by approximately 173 residents (69 new homes x 2.51 residents/SF home), resulting in an increased need for public services, including Public Schools, Police services, Fire and emergency response services, City administration/general services, Transportation and City Utilities.

Section 14 above addresses impacts to the city transportation system and associated mitigation.

Impacts to City administration/general services and Police are anticipated to be mitigated by increased tax revenue. Fire impact fees are currently under consideration by City Council and anticipated to be adopted, summer of 2026. Fire/Emergency Response services are therefore anticipated to be mitigated by a combination of impact fees and increased tax revenue.

Section 16 below addresses impacts to City utilities.

Staff have reviewed the project's impacts to public utilities and associated mitigation and have concluded that the project is adequately mitigating the project's impacts to public utilities.

16. Utilities

Water service to the plat will be via an existing 8-inch water main in NE Lincoln Rd to the west of the project and through the site to an existing 8-inch water main on Noll Rd NE stubbed out from the Noll Valley Park development to the south to provide a loop. An 8-inch water main stub will be provided to the northeast corner of the plat as well as a second stub provided with the extension of Road C, also to the north. Stubs for future connection to adjacent properties are a requirement of the City's construction standards and comprehensive water system plan, as well as providing future redundancy and flow

capacity to meet fire protection requirements. Water capacity analysis for this service area is analyzed as a part of the City's Comprehensive Water System functional plan, and system capacity has been determined to be adequate to serve this project.

Sewer service to the plat will be provided by connecting 8-inch plat sanitary sewer system to the sewer stub at the southeast corner of the property on Noll Road NE. This existing sewer system flows to the City's Noll Road basin gravity sewer system, and then to Kitsap County conveyance to the County's Brownsville Treatment Plant. This existing system and lift station capacity were analyzed as a part of the most recent update to the City's Comprehensive Sewer System functional plan, and system capacity was determined to be adequate to serve this project.

Storm drainage accommodation and mitigation will be provided by a detention pond and water quality treatment vault system. The project's storm drainage system has been designed by the applicant's consultant KPFF, peer reviewed by the City's stormwater peer review consultant BHC as noted in the Water section above and has been determined to satisfy City and Department of Ecology requirements. The project's pond system will discharge to a 50ft. dispersion trench system adjacent to the 50ft. PSE access road on the west side of the plat, maintaining the site's natural discharge location as required by the DOE stormwater manual.

Solid Waste collection will be provided by the City of Poulsbo via individual can service collected curbside.

Impacts to City Utilities are mitigated by the payment of a combination of one time General Facility Charges and payment of ongoing utility rates per PMC Title 13.

Staff have reviewed the project's proposed utility designs and determined them to meet City codes and standards and provide adequate capacity to serve the proposed project. Impacts to City Utilities will be adequately mitigated through payment of general facility charges and ongoing utility rates.

Public Comments Received to Date and Related to Environmental Elements:

See Planning Department Memo

Conclusions and Recommendations:

The Engineering and Public Works departments environmental review indicates that there are no significant adverse environmental impacts from the project proposal associated with codes and regulations under the department's purview that cannot be mitigated through existing adopted Poulsbo land use regulations, or through the authority of SEPA. Therefore, a determination of non-significance is appropriate.

Recommended SEPA Mitigations, if appropriate:

- E1. Frontage improvements per City and Kitsap County standards shall be constructed along the project's Eastern property line. These improvements shall continue South off-site to connect with the existing nonmotorized improvements constructed by the adjacent Avondale Glen (Noll Valley Loop) subdivision. Frontage improvements shall include curb, gutter & sidewalks, city required landscaping adjacent to the right-of-way, and bike lane, these improvements shall be coordinated with and permitted through Kitsap County.

E2. The driveway approach North of the north property line shall be permitted and constructed as an Urban Driveway Approach (Type 1) per Kitsap County requirement.

Name: Sherman Leddon,
Position/Title: Engineering Technician
Address: 200 NE Moe Street
Poulsbo, WA 98370
(360) 394 - 9745

Date: _____

Signature: _____

Reviewed and approved:

City Engineer
Joshua Ranes, PE

Initial_____ **Date**_____