

RESOLUTION NO. 1056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT WITH WALTER SMITH AND NORMA SMITH, RELATED TO AN APPROVED COMPREHENSIVE PLAN LAND USE MAP AMENDMENT (PL-COMP-15-0001) FROM EMPLOYMENT CENTER (EC), COMMERCIAL/BUSINESS (C/B), AND RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM); APPLYING TO 16.71 ACRES OF PROPERTY, GENERALLY LOCATED ALONG BURNHAM DRIVE AND 112TH STREET NW IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the City of Gig Harbor has adopted development regulations for development agreements in Chapter 19.08 of the Gig Harbor Municipal Code; and

WHEREAS, the City requires processing of development agreements related to legislative actions under GHMC 18.08.040(A) such as a comprehensive plan amendment, to have a recommendation from the Planning Commission; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property totaling 16.71 acres generally located on the 6300 block of 112th Street NW in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, on July 21, 2016, the Planning Commission held a public hearing on the Development Agreement; and

WHEREAS, on August 18, September 1, and September 15, 2016 the Planning Commission considered amendments and additions to the Development Agreement and added additional criteria in order to meet GHMC 19.09.170 relating to the associated Comprehensive Plan Land Use Map Amendment; and

WHEREAS, on September 15, 2016 the Planning Commission recommended approval to the Council; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) on August 25, 2016 for the Comprehensive Plan Amendment Package and associated Development Agreement; and

WHEREAS, on October 24, 2016, the City Council held a public hearing on the Development Agreement; and

WHEREAS, on November 14, 2016 the City Council considered the resolution for the Development Agreement during a regular public meeting; and

WHEREAS, on November 28, 2016 after considering the application, the staff report and all public testimony presented, City Council approved the Development Agreement attached hereto as Exhibit A; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with Walter H. Smith and Norma K. Smith.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190, on or immediately following the effective date of the Development Agreement.

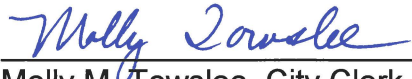
PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 28th day of November, 2016.

CITY OF GIG HARBOR



Mayor Jill Guernsey

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela G. Summerfield

FILED WITH THE CITY CLERK: 11/22/16
PASSED BY THE CITY COUNCIL: 11/28/16
RESOLUTION NO. 1056

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF GIG HARBOR, WALTER H. SMITH, AND NORMA K. SMITH
FOR THE SMITH COMPREHENSIVE PLAN LAND USE MAP AMENDMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this 28th day of November, 2016, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City"; and WALTER H. SMITH and NORMA K. SMITH, as tenants-in-common, each as to a 50% interest, referred to collectively as the "Developer."

RECITALS

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the Developer has made application, known as the Smith Comprehensive Plan Land Use Map Amendment to change the land use designation of the subject property from Employment Center (EC), Commercial/Business (C/B), and Residential Low (RL) to Residential Medium (RM) for the property located at the 6300 block of 112th Street (Parcel Numbers 01-22-25-3072, 01-22-25-3074, and 01-22-25-4092), legally described on Exhibit A and shown on Exhibit B (the "Property"), both of which exhibits are attached hereto and incorporated herein; and

WHEREAS, after holding a public hearing on the Application on July 1, 2016, and further consideration on September 15, 2016, the Planning Commission recommended approval of the Application subject to a development agreement of 20 years limiting any future rezone proposal of the Property to the Residential High (R-3) zoning district, providing for buffering, limiting the Project to no more than 100 dwelling units, limiting the future PM Peak Traffic Trip Count to 102, requiring the landowner to attend a pre-application meeting with the Design Review Board prior to submission of a future development project, and limiting the Parcel No. 01-22-25-3072 to one access point along 112th Street; and

WHEREAS, on October 24, 2016, the City Council held a public hearing on this Development Agreement and made a recommendation to change the future land use designation to Residential Medium and implementing zoning district to Medium-Density Residential (R-2), additionally allowing single family dwellings; and

WHEREAS, on November 14, 2016, the City Council held a public hearing on the revised Development Agreement and made a recommendation to reduce the future dwelling units from the proposed 100 to a total count of 85;

WHEREAS, on November 14, 2016, the City Council adopted the recommendations of the Planning Commission not inconsistent with this resolution, approving the Application, subject to approval of this Development Agreement; and

NOW, THEREFORE, in consideration of the City changing the land use designation of the Property from EC, C/B, and RL to RM, the parties agree and the Owner further covenants for itself, its heirs, successors and assigns, as follows:

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 16.71 acres in the City of Gig Harbor. The Comprehensive Plan Amendment will amend the land use designation from Employment Center, Commercial/Business, and Residential Low to Residential Medium.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit “A”, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “Adopting Resolution” means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

d) “Council” means the duly elected legislative body governing the City of Gig Harbor.

e) “Design Guidelines” means the Gig Harbor Design Manual, as adopted by the City.

f) “Director” means the City’s Community Development Director or Director of Planning.

g) “Effective Date” means the effective date of the Ordinance approving the Smith Land Use Map Amendment, PL-COMP-15-0001.

h) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

i) “Landowner” is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is identified in Section 5 of this Agreement.

j) “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal Description of the Property
- b) Exhibit B – Land Use Map
- c) Exhibit C – Site Plan

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The “Developer” or Owner consists of two private individuals which own the Subject Property together in fee, and whose principal mailing address is PO Box 1272, Gig Harbor, WA 98335.

c) The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force for a period of twenty (20) years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented to by the Developer. However, the Developer acknowledges that this Agreement only describes the conditions imposed on the Developer's comprehensive plan amendment for the Property. This Agreement does not provide any vested right or approval of any rezone or project permit application for the Property, whether or not such rezone or application is described in or contemplated by this Agreement.

Section 9. *Development Standards and Covenants regarding Rezone Limitations.*

A. **Limitations on Rezone.** Within five years of the effective date of the approval of the Comprehensive Plan Amendment, the Developer may submit application to the City for rezone of the project site to R-2. Nothing in this Agreement is intended to guarantee approval of a future rezone, and the City retains its authority to approve or deny any such application for rezone based on criteria in existence at the time of consideration. Along with the rezone application, the Developer may also submit project permit applications for development of the Property to the City. These project permit applications shall be consistent with the City's code in effect at that time, and also include the provisions set forth below.

B. **Dwelling Units.** No more than 85 total dwelling units may be constructed on the Property.

C. **Buffering.** Developer shall maintain buffers as shown on Exhibit C.

D. **Access.** Parcel No. 01-22-25-3072 will be limited to a single access point onto 112th Street as shown on Exhibit C.

E. **Traffic.** Total development on the Property shall not exceed 102 PM Peak Hour Trips.

F. Design Review Board. Prior to submission of a development project permit application, the Landowner shall attend a pre-application meeting with the City's Design Review Board at no cost to the Landowner.

Section 10. Minor Modifications. Minor modifications from the approved exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Existing Land Use Fees and Impact Fees.

A. Land Use Fees. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. Impact Fees. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

Section 13. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

Section 14. Termination.

A. This Agreement shall terminate upon the first to occur: (i) the expiration of the term identified in Section 7, or (ii) upon the City's redesignation of the Property by way of amendment to the Comprehensive Plan Land Use Map as set forth in subsection 17(B) below. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

B. If the Developer does not submit an application for rezone of the Property within five years from the effective date of this Agreement, then: (i) all provisions of this Agreement relating to the development contemplated herein shall terminate, except the limitation and prohibition on rezones set forth in Section 9 shall remain in full force and effect for the term of this Agreement identified in Section 7; and (ii) the City may amend the Comprehensive Land Use Map designation of the Property to Residential Low (RL) or other designation(s) in its discretion.

Section 15. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 16. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 17. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 18. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and

conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 19. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property after termination or expiration of this Agreement.

Section 20. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 21. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 22. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by the City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 23. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If

litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 24. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

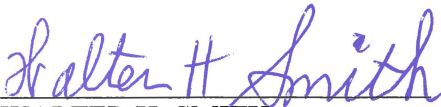
Section 25. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 26. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

Section 27. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Developer, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CITY OF GIG HARBOR


WALTER H. SMITH

By _____
Mayor

ATTEST:

NORMA K. SMITH

City Clerk

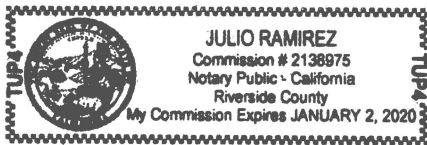
APPROVED AS TO FORM:

City Attorney

California
STATE OF WASHINGTON)
Riverside) ss.
COUNTY OF ~~PIERCE~~ JK)

I certify that I know or have satisfactory evidence that Walter H. Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 18, 2016



[Signature]
Printed: Julio Ramirez
NOTARY PUBLIC in and for Washington California
Residing at: Palm Desert CA
My appointment expires: January 2, 2020

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Norma K. Smith is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.

litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 24. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

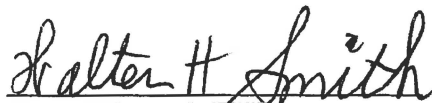
Section 25. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

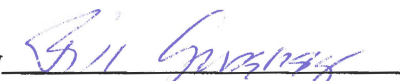
Section 26. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

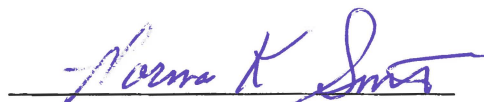
Section 27. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Developer, superseding all prior negotiations, representations or agreements, written or oral.


IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CITY OF GIG HARBOR


WALTER H. SMITH

By 
Mayor


NORMA K. SMITH

ATTEST:

City Clerk

APPROVED AS TO FORM:

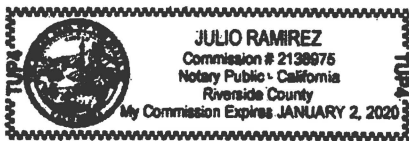
[Signature]

City Attorney

California
STATE OF WASHINGTON)
Riverside) ss.
COUNTY OF ~~PIERCE~~ *JR*)

I certify that I know or have satisfactory evidence that Walter H. Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: *November 18, 2016*

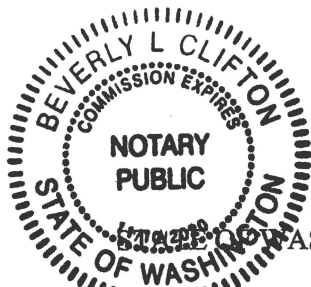


[Signature]
Printed: *Julio Ramirez*
NOTARY PUBLIC in and for *Washington California*
Residing at: *Palm Desert CA*
My appointment expires: *January 2, 2020*

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Norma K. Smith is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: *November 22, 2016*



Beverly L. Clifton
Printed: *Beverly L. Clifton*
NOTARY PUBLIC in and for Washington
Residing at: *Allyn, WA*
My appointment expires: *11-10-2020*

STATE OF WASHINGTON)
) ss.

COUNTY OF PIERCE

)

I certify that I know or have satisfactory evidence that Jill Guernsey is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 28, 2016



Molly M Towslee

Printed: Molly M Towslee

NOTARY PUBLIC in and for Washington

Residing at: Gig Harbor

My appointment expires: 12/2/19

Exhibit A
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 EAST, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON LYING NORTHERLY OF 112TH STREET NW AND LYING NORTHERLY, EASTERLY, AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 88°14'09" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 493.13 FEET TO THE SOUTHEAST CORNER OF PLAT ALTERATION OF HORIZON WEST AS SHOWN ON THE PLAT THEREOF RECORDED UNDER AFN 200602085007;
THENCE NORTH 02°16'29" EAST 150.82 FEET;
THENCE SOUTH 86°50'41" EAST 11.32 FEET;
THENCE NORTH 02°16'29" EAST 55.50 FEET;
THENCE SOUTH 86°50'41" EAST 48.54 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 54°16'31" WEST 62.70 FEET;
THENCE NORTH 88°39'04" WEST 159.07 FEET;
THENCE NORTH 02°26'35" EAST 16.26 FEET;
THENCE NORTH 88°14'09" WEST 93.21 FEET;
THENCE NORTH 02°16'41" EAST 10.00 FEET TO AN ANGLE POINT IN TRACT C OF THE AFOREMENTIONED PLAT ALTERATION OF HORIZON WEST;

THENCE ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING COURSES:

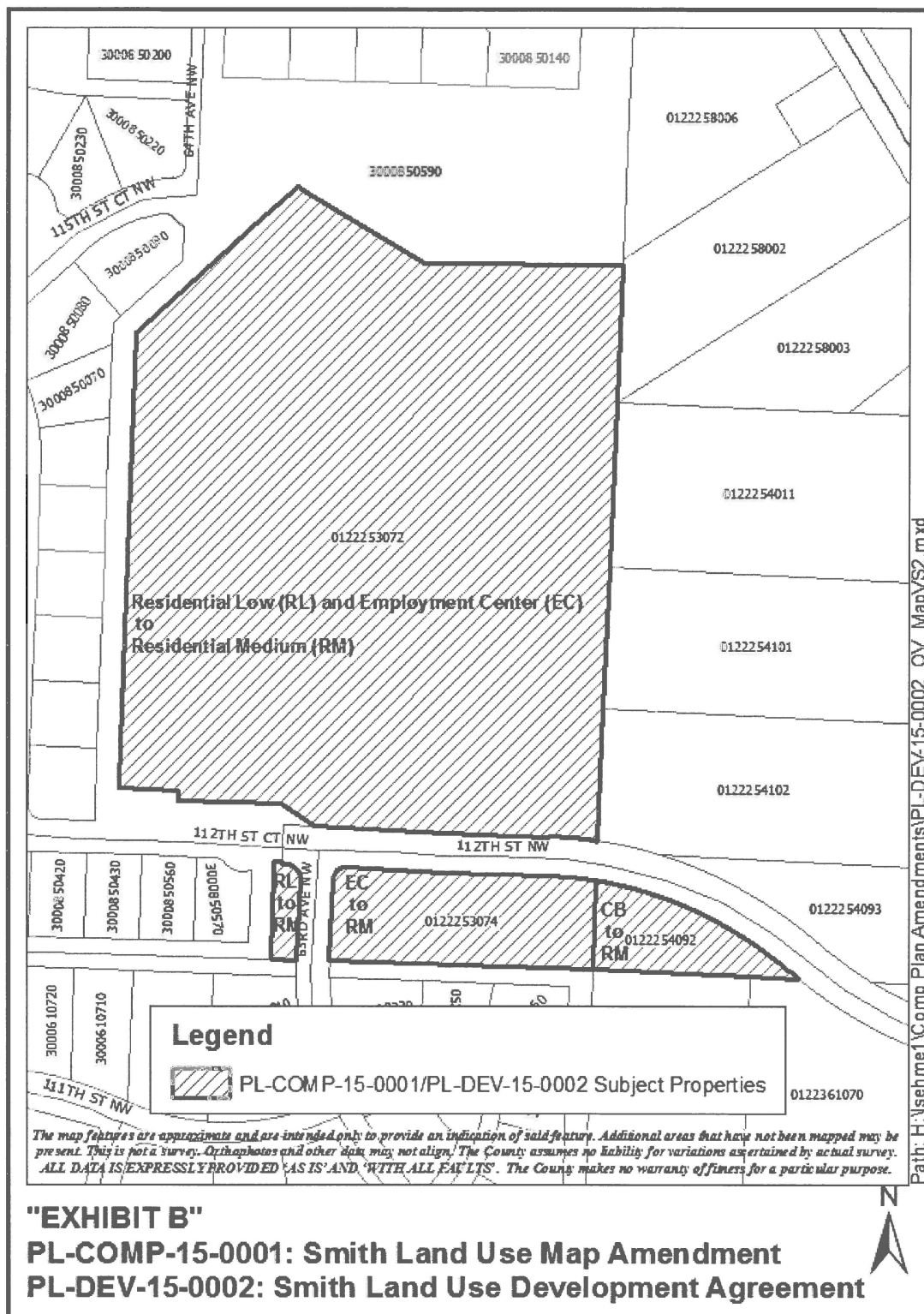
NORTH 02°16'41" EAST 686.83 FEET;
NORTH 48°02'05" EAST 336.42 FEET;
SOUTH 58°38'37" EAST 227.14 FEET;
SOUTH 89°33'05" EAST 302.68 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25 AND THE TERMINUS OF THIS LINE DESCRIPTION.

TOGETHER WITH:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON LYING SOUTHERLY OF 112TH STREET WEST NW AND EASTERLY OF 63RD AVENUE N.W.

TOGETHER WITH:

THAT PORTION OF THE SOUTH 165 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN LYING SOUTHERLY AND WESTERLY OF 112TH STREET N.W., PIERCE COUNTY, WASHINGTON.



SMITH PROPERTY PROPOSED SITE PLAN

EXHIBIT C

LEGEND

BUFFER AREA
FINISHED GRADE

RECEIVED BY
MAY 18 2016
CITY OF GIG HARBOR

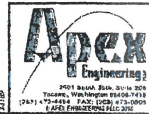
TOPOGRAPHY NOTE:

PARCEL 812250072
TOPOGRAPHIC INFORMATION SHOWN
OBTAINED FROM SURVEY PERFORMED BY
APEX ENGINEERING, PLLC.

PARCELS 812250073 AND 812250074
TOPOGRAPHIC INFORMATION SHOWN
OBTAINED FROM PIERCE COUNTY GIS.



GRAPHIC SCALE



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