

ORDINANCE NO. 746

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE GIG HARBOR NORTH ANNEXATION, GIG HARBOR FILE NO. ANX 91-04, PURSUANT TO THE DIRECT PETITION METHOD SET FORTH IN CHAPTER 35A.14 RCW; REQUIRING SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND BASIS AS THE OTHER PROPERTY WITHIN THE CITY; REQUIRING COMPLIANCE WITH THE TERMS OF A DEVELOPMENT AGREEMENT FOR FUTURE DEVELOPMENT OF CERTAIN PROPERTY WITHIN THE ANNEXATION AREA; PLACING IN EFFECT THE ZONING CLASSIFICATIONS OF PCD-RLD, PCD-RMD, PCD-C, PCD-BP, PCD-NB, MUD, R-1, R-2, RB-1, RB-2 AND B-2 ON SAID PROPERTY; DIRECTING AMENDMENTS TO THE CITY ZONING MAP TO REFLECT THE EFFECTIVE DATE OF THE ZONING WHICH SHALL BE EFFECTIVE SIMULTANEOUS WITH ANNEXATION, AND FIXING THE EFFECTIVE DATE OF SAID ANNEXATION.

WHEREAS, a Notice of Intent to Annex 795 acres of property, commonly known as Gig Harbor North Annexation, more particularly described in Exhibit "A" (Legal Description), attached hereto and incorporated herein, was signed by owners of ten percent (10%) in value, according to assessed valuation for general taxation of the property for which annexation is sought, and was received by the City on April 22, 1991; and

WHEREAS, the City Council met with the petitioners/owners within sixty (60) days of receive of said notice of intent to annex; and

WHEREAS, the City Council authorized circulation of a Petition for Annexation to be signed by owners of not less than sixty percent (60%) in value according to the assessed valuation for general taxation for the property for which annexation is sought, requiring that said property be assessed and taxed at the same rate and basis as other property within the City, and said Petition indicated the proposed adoption of zoning designations of PCD-RLD, PCD-RMD, PCD-C, PCD-BP, PCD-NB, MUD, R-1, R-2, RB-1, RB-2 AND B-2 for the property; and

WHEREAS, the Petition for Annexation was subsequently received by the City and certified by the City Administrator on May 5, 1993 as legally sufficient, and as containing the signatures of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property described in Exhibit "A"; and

WHEREAS, the property described in Exhibit "A" and proposed to be annexed is contiguous with the City's boundaries, within the City's Urban Growth Area established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the Gig Harbor Planning Commission held a public hearing on November 14, 1995, which hearing was held pursuant to proper notice, and at the conclusion of said hearing, the Commission recommended to the Council that the zoning classifications of zoning designations of PCD-RLD, PCD-RMD, PCD-C, PCD-BP, PCD-NB, MUD, R-1, R-2, RB-1, RB-2 AND B-2 be adopted as the zoning of said property; and

WHEREAS, the City Council held a public hearing on December 11, 1995, to consider the Petition for Annexation, which hearing was held pursuant to proper notice, during which hearing the Council determined that the proposed annexation was a logical extension of the City's corporate limits; that said property should be annexed to the City; that the property should be required to assume its pro rata share of bonded indebtedness, be assessed and pay taxes at the same rate and on the same basis as other property within the City; and

WHEREAS, the City Council considered the recommendation of the City Planning Commission on pre-annexation zoning for the area during public hearings conducted on December 11, 1995 and January 22, 1996, and having determined that: (1) such would be in conformance with the City's Comprehensive Plan; (2) the proposed zoning classifications were consistent with adjacent land uses and would promote appropriate development and use of said land in light of the character and condition of the surrounding property in the neighborhood; and (3) that the establishment of these zoning classifications would not be materially detrimental to the public health, safety and general welfare or to the surrounding properties; and

WHEREAS, on September 10, 1996, the City Council adopted Resolution 479, describing its intent to annex the Gig Harbor North area, contingent upon: (1) assumption by the

property owners of their portion of the City of Gig Harbor's indebtedness; (2) adoption of the proposed zoning classifications on the property described in Exhibit "A"; and (3) execution and compliance with the terms of a Pre-Annexation Development Agreement, which is attached hereto as Exhibit "B", and incorporated herein by this reference; and

WHEREAS, a Notice of Intention was filed with the Washington State Boundary Review Board for Pierce County on October 9, 1996; and

WHEREAS, the Pierce County Boundary Review Board completed its review proceedings on December 9, 1996; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS FOLLOWS:

Section 1. The real property commonly known as the Gig Harbor North area, City File No. ANX 91-04, more particularly described in Exhibit "A", should be and is hereby annexed and made a part of the City of Gig Harbor.

Section 2. Pursuant to the terms of the Annexation Petition, all property within the territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

Section 3. Pursuant to the terms of the Pre-Annexation Development Agreement, attached hereto as Exhibit "B", all development on the property described in Exhibit "A" shall conform to the City's zoning code, and shall further comply with all of the terms of the Agreement.

Section 4. In conformance with the terms of the Annexation Petition and simultaneous with annexation, the property described in Exhibit "A" and as shown in Exhibit "C" shall receive the following zoning classifications:

Tract 1	General Business District (B-2)
Tract 2	Planned Community District - Residential Medium Density (RMD)
Tract 3	Planned Community District - Residential Low Density (RLD)
Tract 4	Planned Community District - Residential Medium Density (RMD)
Tract 5	Planned Community District - Residential Low Density (RLD)

Tract 6	Planned Community District - Business Neighborhood Business (NB)
Tract 7	Planned Community District - Business Park (BP)
Tract 8	Planned Community District - Commercial (C)
Tract 9	Residential Business 2 (RB-2)
Tract 10	Planned Community District - Business Park (BP)
Tract 11	Residential Business 2 (RB-2)/Mixed Use Overlay District
Tract 12	Residential Low Density (R-1)/Mixed Use Overlay District
Tract 13	Public Institutional (PI)/Mixed Use Overlay District
Tract 14	Residential Business 2 (RB-2)/Mixed Use Overlay District
Tract 15	General Business District (B-2)/Mixed Use District Overlay
Tract 16	Residential Business 1 (RB-1)
Tract 17	Medium Density Residential (R-2)
Tract 18	Low Density Residential (R-1)

Section 5. The Planning Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section upon the effective date of the annexation.

Section 6. The Gig Harbor City Clerk hereby declares the property described in Exhibit "A", which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 7. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 8. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and the property shall be deemed annexed to the City five (5) days after passage and publication of an approved summary consisting of the title.

APPROVED:



MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:



CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 1/8/97
PASSED BY THE CITY COUNCIL: 1/27/97
PUBLISHED: 2/5/97
EFFECTIVE DATE: 2/10/97
ORDINANCE NO. 746

EXHIBIT "A"

DESCRIPTION OF GIG HARBOR NORTH ANNEXATION
INCLUDING SOUTH 30 FEET OF WOODRIDGE
(112TH St. NW.)

Beginning at the center of Section 30, Township 22 North, Range 2 East, W.M.; Thence East along the North line of the West half of the Southeast quarter of said Section 30 to the Northeast corner of said West half of the Southeast quarter of said Subdivision; Thence South along the East line of said Subdivision to a point 30 feet North of the South line of said Section 30; as shown on the Plat of Woodridge, in Volume 55 of Plats at pages 32 and 33; Thence East parallel with the South line of said Section 30 and its extension, thereof, into Section 29, Township 22 North, Range 2 East, W.M., to the East Right-Of-Way line of Peacock Hill Ave. NW, Thence South along said East Right-Of-Way line through said Section 29 and into Section 32, Township 22 North, Range 2 East, W.M., to intersect the Easterly extension of the South line of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East, W.M. in said Section 32; Thence West along said South line and its extension thereof to the Southwest corner of said North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 31, said point also known as the Southwest corner of Lot 1 of Pierce County Short Plat recorded under Auditor's recording number 9410180168, also known as the Northwest corner of Lot 1, Plat of Harbor View 2nd Addition, recorded in Volume 34 of Plats at pages 4 and 5 and Recorded under Auditor's recording number 2219366; Thence South along the West line of said Harbor View 2nd Addition and the West line of S and S Addition recorded in Volume 45 of Plats at pages 31 and 32, recorded under Auditor's recording number 2494094 and its extension South to a point on the South line of said Section 31; Thence West along said South line also being the North line of Section 6, Township 21 North, Range 2 East, W.M. to the Northwest corner of Woodworths Addition to Gig. Harbor, as recorded in Book 5 of Plats of Page 66, Records of Pierce County Auditor; Thence South along the West line of said Plat also being the East line of Lot 1 of Pierce County Short Plat Number 77-22 recorded in Volume 13 of Short Plats at page 66 to the Southeast corner of said Lot 1 of said Pierce County Short Plat No. 77-22; Thence West along the South line of lots 1,2,3 & 4 of said Pierce County Short Plat No. 77-22 to the Southwest corner of said Lot 4 of said Short Plat, said point also being a point on the East line of the North half of the Northwest quarter of the Northeast quarter of said Section 6; Thence South along said East line to the Southeast corner of the North half of the Northwest quarter of the Northeast quarter of Section 6; Thence West along the South line of said North half of the Northwest quarter of the Northeast quarter to the East line of the West half of the West half of the Northeast quarter of Section 6; Thence South along said subdivision line to the Westerly Right-Of-Way line of Burnham Drive N.W. (Gig Harbor-Longbranch County Road); Thence Northwesterly along the Westerly Right-Of-Way line of said Burnham Drive NW, through Section 6, Township 21 North, Range 2 East, W.M., and through Section 31, Township 22 North, Range 2 East, W.M. and into Section 36, Township 22 North, Range 1 East, W.M. to intersect a point on station 70+83.30 P.T. line of the A5 line as shown on Washington State Department of Highways plan Sheet 13 of 52 of State Route 16, Narrows Bridge to Olympic Drive, dated March 19, 1970; Thence Southwesterly along said Station 70+83.30 line, to a point 40 feet distant from the centerline of said A5 line also being the Westerly Right-Of-Way line of said A5 line; Thence Northwesterly and parallel with the centerline of said A5 line to a point opposite Station 68+70 and 40 feet distant; Thence Westerly along said Station 68+70 line to a point opposite Station 1307+41.97, on the Easterly Right-Of-Way of State Route 16 located 245 feet right (Easterly) of the SB line as shown on Sheet 13 of 52 of said plan sheets of State Route 16; Thence Northerly along the Easterly Right-Of-Way line of said State Route 16 to a point opposite Station 1311+00, located 240 feet right (Easterly) of said SB line; Thence continue Northerly to a point opposite Station 7+50 located 80 feet right (Easterly) of the BR5 line as shown on Sheet 14 of 52 of said plan sheets of State Route 16; Thence Easterly along the Right-Of-Way of State Route 16 to Station 56+25.00 located 90 feet left

Gig Harbor North Annexation Documents
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I. Resolution for Annexation - ANX 91-04.

- A. Exhibit 'A' Description of Gig Harbor North Annexation, including the south 30' of Woodridge.
- B. Exhibit 'B' City of Gig Harbor - Gig Harbor North Generalized Land Use Map.
- C. Exhibit 'C' Gig Harbor North Zoning Districts.
- D. Exhibit 'D' **Preannexation Agreement for Gig Harbor North.**
 - 1. Exhibit 'A' Legal Description for Pope Resources.
 - 2. Exhibit 'B' Legal Description for Logan International Corporation.
 - 3. Exhibit 'C' Legal Description for Tucci & Son's.
 - 4. Exhibit 'D' City of Gig Harbor and Pierce County Interlocal Agreement for Swede Hill Corridor Transportation Facility.
 - a. Exhibit 'A' City of Gig Harbor and Pierce County Interlocal Agreement for Swede Hill Corridor Transportation Facility (map).
 - b. Exhibit 'B' Planning Level Cost Estimate.
 - 5. Exhibit 'E' Agreement for Dedication of Right-of-Way to the City of Gig Harbor.
 - a. Exhibit 'A' Legal Description for Pope Resources.
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 - c. Exhibit 'C' Map of Swede Hill Corridor Transportation Facility.
 - 6. Exhibit 'F(1)' Peacock Connection.
 - 7. Exhibit 'F(2)' Peacock Connection 'Access Easement'.
 - 8. Exhibit 'G' Gig Harbor North Annexation Area - Proposed Land Use.
 - 9. Exhibit 'H' Right of First Refusal Agreement.
 - 10. Exhibit 'I' Park Dedication (map and legal description).
 - 11. Exhibit 'J' PCD Zoning Designations.
 - 12. Exhibit 'K' City of Gig Harbor - Gig Harbor North Generalized Land Use Map.

**CITY OF GIG HARBOR
RESOLUTION NO. 479**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING THE ANNEXATION PETITION FOR THE AREA COMMONLY KNOWN AS GIG HARBOR NORTH (ANX 91-04) AND DECLARING THE CITY'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA AND TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE PROPERTY OWNERS FOR THE PROPERTY, REFERRING THE PETITION FOR ANNEXATION TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD.

WHEREAS, on April 22, 1991, the City of Gig Harbor received a Notice of Intent to Annex 795 acres of property commonly known as Gig Harbor North, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and authorized circulation of an annexation petition subject to certain conditions including adoption of pre-annexation zoning and assumption of a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation was subsequently received by the City and certified by the City Administrator on May 5, 1993, as legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, on February 24, 1993, a Final Environmental Impact Statement was issued by the City of Gig Harbor for the proposal in accordance with the City's Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and

WHEREAS, the proposed zoning for the annexation area is described in Exhibit B, attached hereto and incorporated herein by this reference as if fully set forth; and

WHEREAS, the Pierce County Comprehensive Plan was substantially updated in November, 1994, and the Gig Harbor North annexation area was shown in the Plan as Employment Based Planned Community Overlay, Medium Single Family and Activity Center. All of the property included in the Gig Harbor North annexation area is included in the Planned Community Overlay; and

WHEREAS, the proposed land use plan and zoning is based upon the preferred alternative which was described in the 1992 DEIS and the 1993 FEIS for the Gig Harbor North Annexation; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for the Gig Harbor North annexation area of Planned Community, Mixed-Use Overlay and Residential, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the City has been negotiating with the Gig Harbor North property owners to develop an annexation Development Agreement as needed to address public facility improvements for the annexation area; and

WHEREAS, the City has the authority to prepare a proposed zoning regulation to become effective upon the annexation of the area (RCW 35A.63.330); and

WHEREAS, the proposed zoning districts as shown on Exhibit C and the zoning district map as shown as Exhibit B are consistent with the City of Gig Harbor Comprehensive Land Use Plan; and

WHEREAS, at public hearings conducted on December 11, 1995 and January 22, 1996, the City Council considered the recommendation of the City Planning Commission on preannexation zoning for the area; and

WHEREAS, the Gig Harbor Council has provided its intent to annex the Gig Harbor North area, contingent upon the following conditions:

A. Assumption by the property owners of their portion of the City of Gig Harbor's indebtedness;

B. Imposition of zoning of the property as described in the attached Exhibit B;

C. Compliance with the terms of an annexation Development Agreement, attached hereto as Exhibit D, and by this reference incorporated herein as if set forth in full; and

WHEREAS, following the public hearing on January 22, 1996, the City Council approved the proposed zoning plan for the area and the annexation, subject to Boundary Review Board approval; and

WHEREAS, the City Council shall comply with the procedural requirements of chapter 35A.14 RCW to the conclusion of this annexation; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of the Gig Harbor North property, as described in the legal description in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

A. Pursuant to the terms of the annexation petition, all property within the territory known as the Gig Harbor North annexation area, and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation.

B. All property within the area described in Exhibit A shall be zoned in accordance with the proposed zoning described in Exhibit B, attached hereto, and the zoning map shall contain a notation that there are conditions imposed on the property that must be satisfied when development occurs.

C. All development on the property described in Exhibit A shall conform to the proposed zoning standards in Exhibit C, and shall further comply with all of the terms of the Development Agreement attached hereto as Exhibit D.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 23rd day of September, 1996.

APPROVED:

Gretchen Wilbert
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

Mark Hoppen
CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: *Bart*

FILED WITH THE CITY CLERK: 9/10/96
PASSED BY THE CITY COUNCIL: 9/23/96
RESOLUTION NO. 479

RECEIVED

MAR 15 1996

THORNTON LAND SURVEYING, INC.

CITY OF GIG HARBOR

P. O. Box 249
GIG HARBOR, WASHINGTON 98335



BUSINESS .. 1-206-858-8106
FAX 1-206-858-7466

March 12, 1996

Ray Gilmore, Planning Director
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA. 98335

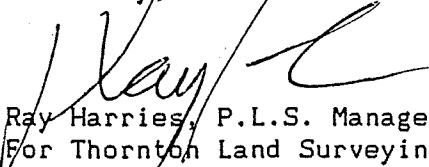
Reference: Gig Harbor North Annexation boundary description

Mr Ray,

Attached are revised boundary descriptions for the above referenced project. It seems the initial descriptions provided to the Pierce County Public Works Dept., which was reviewed by Ms. Julie Klontz, were fine, however, at a later date she provided copies to her supervisor who has requested further items be clarified.

The enclosed descriptions reflect those minor changes requested by Pierce County Public Works Department. We apologize for any inconvenience. If you have any questions, please do not hesitate to contact me.

Sincerely,


Ray Harries, P.L.S. Manager
For Thornton Land Surveying, Inc.

cc: Pacific West Financial Group - Greg Elderkin
Tucci and Sons - Tom Tucci
Pope Resources - Dave Cunningham
TLS File/Folder

Enclosures

pw\letters\6158

EXHIBIT 'A'

DESCRIPTION OF GIG HARBOR NORTH ANNEXATION
INCLUDING SOUTH 30 FEET OF WOODRIDGE
(112TH St. NW.)

Beginning at the center of Section 30, Township 22 North, Range 2 East, W.M.; Thence East along the North line of the West half of the Southeast quarter of said Section 30 to the Northeast corner of said West half of the Southeast quarter of said Subdivision; Thence South along the East line of said Subdivision to a point 30 feet North of the South line of said Section 30; as shown on the Plat of Woodridge, in Volume 55 of Plats at pages 32 and 33; Thence East parallel with the South line of said Section 30 and its extension, thereof, into Section 29, Township 22 North, Range 2 East, W.M., to the East Right-Of-Way line of Peacock Hill Ave. NW, Thence South along said East Right-Of-Way line through said Section 29 and into Section 32, Township 22 North, Range 2 East, W.M., to intersect the Easterly extension of the South line of the North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East, W.M. in said Section 32; Thence West along said South line and its extension thereof to the Southwest corner of said North half of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 31, said point also known as the Southwest corner of Lot 1 of Pierce County Short Plat recorded under Auditor's recording number 9410180168, also known as the Northwest corner of Lot 1, Plat of Harbor View 2nd Addition, recorded in Volume 34 of Plats at pages 4 and 5 and Recorded under Auditor's recording number 2219366; Thence South along the West line of said Harbor View 2nd Addition and the West line of S and S Addition recorded in Volume 45 of Plats at pages 31 and 32, recorded under Auditor's recording number 94094 and its extension South to a point on the South line of said Section 31; Thence West along said South line also being the North line of Section 6, Township 21 North, Range 2 East, W.M. to the Northwest corner of Woodworths Addition to Gig Harbor, as recorded in Book 5 of Plats of Page 66, Records of Pierce County Auditor; Thence South along the West line of said Plat also being the East line of Lot 1 of Pierce County Short Plat Number 77-22 recorded in Volume 13 of Short Plats at page 66 to the Southeast corner of said Lot 1 of said Pierce County Short Plat No. 77-22; Thence West along the South line of lots 1,2,3 & 4 of said Pierce County Short Plat No. 77-22 to the Southwest corner of said Lot 4 of said Short Plat, said point also being a point on the East line of the North half of the Northwest quarter of the Northeast quarter of said Section 6; Thence South along said East line to the Southeast corner of the North half of the Northwest quarter of the Northeast quarter of Section 6; Thence West along the South line of said North half of the Northwest quarter of the Northeast quarter to the East line of the West half of the West half of the Northeast quarter of Section 6; Thence South along said subdivision line to the Westerly Right-Of-Way line of Burnham Drive N.W. (Gig Harbor-Longbranch County Road); Thence Northwesterly along the Westerly Right-Of-Way line of said Burnham Drive NW, through Section 6, Township 21 North, Range 2 East, W.M., and through Section 31, Township 22 North, Range 2 East, W.M. and into Section 36, Township 22 North, Range 1 East, W.M. to intersect a point on station 70+83.30 P.T. line of the A5 line as shown on Washington State Department of Highways plan Sheet 13 of 52 of State Route 16, Narrows Bridge to Olympic Drive, dated March 19, 1970; Thence Southwesterly along said Station 70+83.30 line, to a point 40 feet distant from the centerline of said A5 line also being the Westerly Right-Of-Way line of said A5 line; Thence Northwesterly and parallel with the centerline of said A5 line to a point opposite Station 68+70 and 40 feet distant; Thence Westerly along said Station 68+70 line to a point opposite Station 1307+41.97, on the Easterly Right-Of-Way of State Route 16 located 16 feet right (Easterly) of the SB line as shown on Sheet 13 of 52 of said plan sheets of State Route 16; Thence Northerly along the Easterly Right-Of-Way line of said State Route 16 to a point opposite Station 1311+00, located 240 feet right (Easterly) of said SB line; Thence continue Northerly to a point opposite Station 7+50 located 80 feet right (Easterly) of the BR5 line as shown on Sheet 14 of 52 of said plan sheets of State Route 16; Thence Easterly along the Right-Of-Way of State Route 16 to Station 56+25.00 located 90 feet left

(Southwesterly) from said A5 line; Thence Northeasterly to Station 56+22 located 30 feet left (Northwesterly) of station 0+00 PC of the FR5 line on the A5 line as shown on Sheet 14 of 52 of said plan sheets of State Route 16; Thence Northerly parallel with and 30 feet distant from said FR5 centerline through Section 36 and into Section 25, Township 22 North, Range 1 East, W.M., to Station 14+07.15 PT, located 30 feet left (Westerly) of said FR5 centerline; Thence Northwesterly along the common line between State Route 16 Right-Of-Way line and the FR5 Right-Of-Way line in said Section 25, to Station 17+26.98, on said common line, said Station equals 1334+99.27 of the NB line of State Route 16; Thence Northwesterly along the Easterly Right-Of-Way line of State Route 16 to intersect the North line of the South half of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North; Range 1 East, W.M.; Thence East along said North line to the Northeast corner of said South half of the Northwest quarter of the Southeast quarter of Section 25; Thence North along the West line of the Northeast quarter of the Southeast quarter of said Section 25, also being the West line of Lot 2 of Pierce County Large Lot Subdivision Number 2970 recorded in Book 30 of Surveys at page 70, Records of the Pierce County Auditor, to the Northwest corner of Lot 2 of said Large Lot Subdivision 2970; Thence East along the North line of said Lot 2 and the extension thereof, to the Easterly Right-Of-Way line of the Tacoma-Lake Cushman Transmission Line, and also being the West line of Lot 6 of said Large Lot Subdivision 2970; Thence Northerly along said Easterly Right-Of-Way line of said Transmission Line also being the West line of said Lot 6 to the Northwest corner of Lot 6 of said Large Lot Subdivision 2970; Thence East along the North line of said Lot 6 to the Northeast corner of said Lot 6, said point being on the East line of said Section 25; Thence South along the East line of said Lot 6 and Lot 5 of said Subdivision, to the Northwest corner of Government Lot 4 in Section 30, Township 22 North, Range 2 East, W.M.; Thence East along the North line of said Government Lot 4 and the North line of the Southeast quarter of the Southwest quarter of said Section 30 to the Northeast corner of said Southeast quarter of the Southwest quarter of said Section 30; Thence North along the North-South center of Section 30 line to the center of said Section 30, said Point Being the True Point of Beginning and the Terminus Point of this Description.

Situate in the County of Pierce, State of Washington.

c:\pw\descr\6158-PC

REVISED 3/5/96

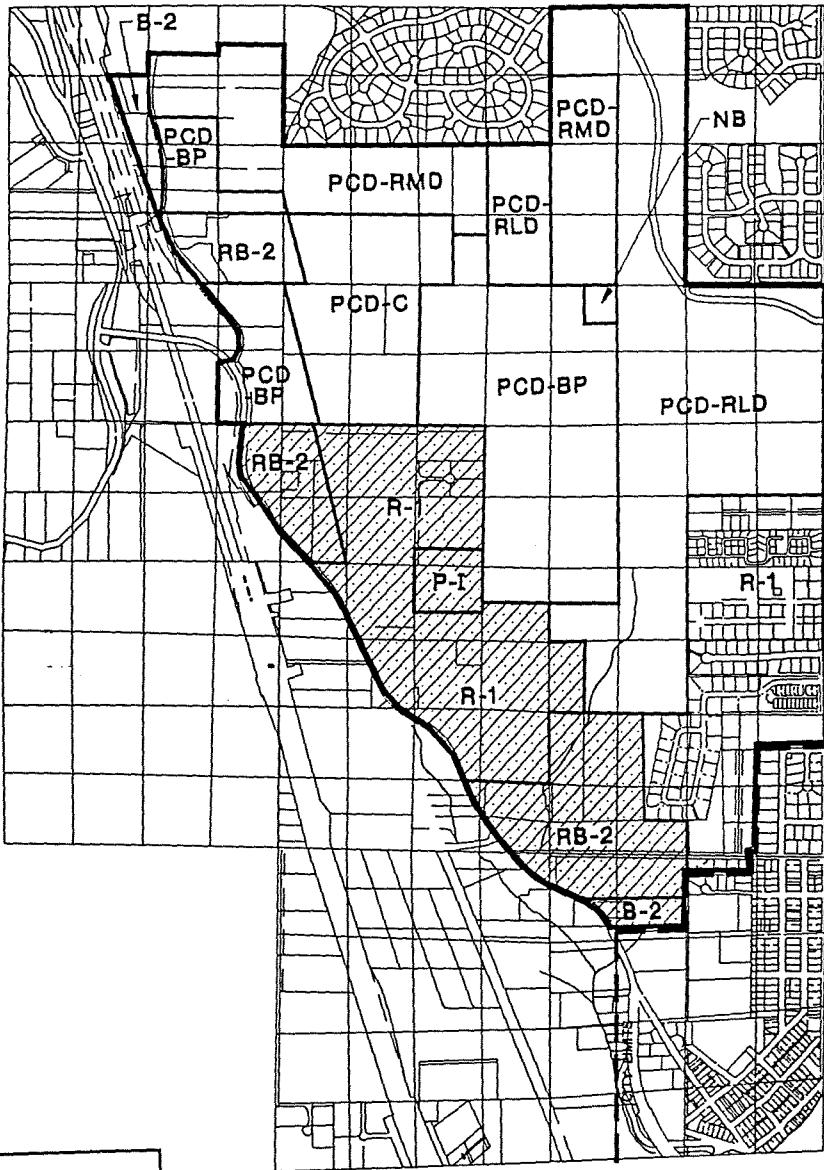


EXHIBIT 'B'

LEGEND:

R-1	SINGLE FAMILY LOW DENSITY (UP TO 4 DU PER ACRE)
R-3	MEDIUM DENSITY RESIDENTIAL (UP TO 8 DU PER ACRE)
RB-2	RESIDENTIAL-BUSINESS (MIXED) RESIDENTIAL WITH BUSINESS. BASE DENSITY OF UP TO 8 DU PER ACRE 12 DU PER ACRE CONDITIONALLY)
B-2	RETAIL SALES AND SERVICE
PCD-RLD	RESIDENTIAL LOW DENSITY (BASE DENSITY OF 4 DU PER ACRE UP TO 7 DU PER ACRE WITH DENSITY CREDITS)
PCD-RMD	RESIDENTIAL MEDIUM DENSITY (BASE DENSITY OF 8 DU PER ACRE UP TO 18 DU PER ACRE WITH DENSITY CREDITS)
PCD-C	PLANNED COMMUNITY GENERAL COMMERCIAL/RETAIL
	BUSINESS PARK
PCD-NB	NEIGHBORHOOD BUSINESS (SITE AREA LIMITED TO 3 ACRES)
P-I	PUBLIC INSTITUTIONAL

NOTE: There are conditions imposed on the property designated as PCD (Planned Community Development) that must be satisfied when development occurs.

**CITY OF GIG HARBOR
GIG HARBOR NORTH
GENERALIZED LAND USE MAP**



600 0 600 1200
GRAPHIC SCALE

EXHIBIT 'C'

Chapter 17.____
Planned Community Development
Residential Low Density (RLD)

17.____ Intent

Provide for well designed residential developments which are located to minimize adverse effects on the environment or sensitive natural areas.

Provide clustering of dwelling units to protect important natural features and amenities, limit the costs of development and public service costs and to maintain, enhance and complement the natural beauty of the Gig Harbor community.

Allow unique and innovative residential development concepts that will provide for unconventional neighborhoods, provide affordable housing for a wide range of income levels, maintain or enhance community linkages and associations with other neighborhoods, and to allow village and traditional neighborhood forms.

17.____ Permitted Uses

1. Single family detached and attached dwellings
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Accessory apartments subject to the criteria established in the definition.
4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving up to twelve children.
6. Adult Family Homes
7. K-12 Educational facilities.
8. Houses of religious worship and related uses on parcels not greater than five acres.
9. Home occupations, consistent with chapter 17.84.
10. Public facilities

17.____ Conditional Uses

Commercial Family Day Care facilities.

17.____ Performance Standards**A. Density**

Maximum base density is 4 dwelling units per gross acre. Additional density may be

allowed using either of the following options:

1. **Bonus Density Option**

A bonus density of up to 30% over the base may be permitted, based upon the following allocations:

- a. 30% of the development site is common open space, which must be contiguous or larger than 1 acre in area (+5%).
- b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
- c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 - 1) Clearly defined athletic fields and/or activity courts.
 - 2) Recreation Center or Community Facility.
- d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. **Density Credit Transfers**

A transfer of density credits may be applied from one residential district within the PCD district to the RLD District up to a maximum of 7 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 7 dwelling units per acre.

B. General

1. Maximum density is 4 dwelling units per structure in attached single family dwellings.
2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.
3. Private easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.
4. Minimum Yards (from the property line)

Front	15 feet
Side	5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.
Rear	15 feet

5. Minimum lot area

The minimum lot size is 10,000 square feet for divisions of land of four or less lots. A minimum parcel size is not specified for divisions of land of five or more lots.

6. Minimum Lot Width

Minimum lot width is 0.7% of the lot area, in lineal feet.

7. Maximum Height

The maximum height is 35 feet.

8. Maximum Lot Area Coverage

45%, excluding residential driveways, private walkways and similar impervious surfaces.

9. Landscaping

Landscaping shall comply with the requirements of chapter 17.78.

10. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

11. Circulation/Roads/Streets

Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.

12. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17.____
Planned Community Development
Residential Medium Density (RMD)

17.____ Intent

Provide for greater population densities to facilitate high quality affordable housing, a greater range of lifestyles and income levels. Provide for the efficient delivery of public services and to increase residents accessibility to employment, transportation and shopping. Serve as a buffer and transition area between more intensively developed areas and lower density residential areas.

17.____ Permitted Uses

1. Single family detached and attached dwellings.
2. Manufactured homes of 1,000 square feet minimum per unit in developments approved for manufactured homes.
3. Multifamily attached dwelling units.
4. Parks, Open Space and Community Recreational Facilities.
5. Family day care facilities within a residence serving 12 or fewer children.
6. K-12 Educational facilities.
7. Houses of religious worship and related uses on parcels not greater than five acres.
8. Home occupations, consistent with chapter 17.84.
9. Public facilities.
10. Accessory apartments subject to the criteria established in the definition.

17.____ Conditional Uses

Commercial Family Day Care facilities.

17.____ Performance Standards

A. Density

The minimum base density is 8 dwelling units per acre. Additional density may be allowed using either of the following options:

1. **Bonus Density Option**
A bonus density of up to 30% over the base may be permitted, based upon the following allocations:

- a. 30% of the development site is common open space, which must be contiguous or greater than 1 acre in area (+5%).
- b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
- c. A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 - 1) Clearly defined athletic fields and/or activity courts.
 - 2) Recreation Center or Community Facility.
- d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

2. Density Credit Transfers

A transfer of density credits may be applied from one residential district within the PCD to the Residential Medium District up to a maximum of 16 dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of 16 dwelling units per acre.

B. General

1. Single family attached dwelling units must have individual private yards or courts enclosed by a wall, berm or dense landscaping. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.
2. Minimum Yards (from the property line)

Front	10 feet
Side	30 feet.
Rear	30 feet.
3. Maximum Height

The maximum height is 45 feet.

4. **Maximum Lot Area Coverage**
65%, excluding driveways, private walkways and similar impervious surfaces.
5. **Landscaping**
Landscaping shall comply with the requirements of chapter 17.78.
6. **Circulation/Roads/Streets**
Residential development which provide pedestrian linkages to and within common open space trails systems may be waived from the provisions of public sidewalks curbs and gutters within the residential development, in whole or in part, upon approval of the Public Works Director.
7. **Design**
All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual
8. **Signage**
Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17._____
Planned Community Development
Commercial

17._____Intent

Provides for the location of businesses serving shoppers and patrons on a wider basis as distinguished from a neighborhood area. Encourages urban development. Encourages attractive natural appearing development and landscaping. Promotes a quality visual environment by establishing standards for the design, size and shape of buildings that create an attractive business climate. Where appropriate, residential uses should be located above commercial uses.

17._____Permitted Uses

1. Retail and wholesale sales and service
2. Business and professional offices and services, including government offices.
3. Medical complex facilities
4. Nursing and convalescent homes
5. Retirement complexes
6. Hotels and motels
7. Nurseries
8. Commercial recreation
9. Automobile service stations and repair, including car wash facilities
10. Restaurants, including drive-through establishments, cocktail lounges and taverns
11. Banks and financial institutions
12. Public facilities
13. Convention/conference center facilities
14. Performing arts centers
15. Museums and art galleries
16. Churches or houses of religious worship
17. Public and private schools
18. Trails, open space, community centers
19. Residential uses located above retail facilities.
20. Mini-storage facilities
21. Family day care and adult family homes.

17. Performance Standards

1. Yard Requirements

The following minimums (in feet) apply:

Contiguous Parcel Situation	Lot Width	Front	Side	Rear	Street Frontage
Commercial/Commercial	75	20	05	20	20
Commercial/Residential	75	20	30	30	20

2. Landscaping

All uses shall conform to the landscaping requirements established in chapter 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of chapter 17.78.

3. Lot area

There is no minimum lot area for this district.

4. Height

Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be determined as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.

5. Lot coverage

There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.

6. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

7. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

8. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

9. Outdoor Lighting

Within 100 feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

10. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

11. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

12. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17._____
**Planned Community Development
Business Park**

17.____ Intent

The Business Park District Provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises. The Business Park District is intended to be devoid of nuisance factors, hazards and potentially high public facility demands. Retail uses are not encouraged in order to preserve these districts for major employment opportunities and to reduce the demand for vehicular access.

17.____ Permitted Uses

1. Research and development facilities.
2. Light assembly and warehousing.
3. Light manufacturing.
4. Service and retail uses which support and are ancillary to the primary uses allowed in the Business Park district.
5. Professional offices and corporate headquarters.
6. Distribution facilities.
7. Vocational, trade and business schools.
8. Book and magazine publishing and printing.
9. Financial and Investment Institutions.
10. Commercial Photography, cinematography and video productions facilities.
11. Reprographic, computer, courier services, mail and packaging facilities.
12. Trails, open space, community centers.
13. Schools, public and private.
14. Public facilities.
15. Adult family homes and family day care.

17.____ Performance Standards

All uses in the Business Park zone shall be regulated by the following performance standards:

1. General

Uses which create a risk of hazardous waste spills must provide hazardous waste containment provisions that meet health and environmental regulations to prevent air, ground and surface water contamination.

2. Setbacks

No structure shall be closer than 150 feet to any residential zone or development or closer than 50 feet to any street or property line. Parking shall not be located any closer than 30 feet to a property line.

3. Open Space

A minimum of 20% of the site, excluding setbacks, shall remain in open space, with either retained natural vegetation or new landscaping.

4. Landscaping

All uses shall conform to the landscaping requirements established in Section 17.78. All required yards shall be landscaped in accordance with the landscaping requirements of Section 17.78.

5. Lot area

There is no minimum lot area for this district.

6. Height

Structures within 100 feet of a residential low density zone shall not exceed 35 feet in height. Structures within 100 feet of a residential medium density zone shall not exceed 45 feet in height. The building height shall be calculated as defined in Section 17.04.160 of the GHMC. The maximum building height shall also be limited by the city building and fire codes. Definitions within the city building and fire codes shall be used to determine height for compliance with the applicable building and fire code.

7. Lot coverage

There is no maximum lot area coverage except as needed to meet setback, open space and landscaping requirements.

8. Off-Street Parking

Off-street parking and loading areas meeting the requirements of Section 17.72 shall be provided.

9. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

10. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

11. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted

floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

12. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

13. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

14. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17. __.
Planned Community Development
Neighborhood Business

17. __ Intent

The intent of the Neighborhood Business District (NBD) is to provide for businesses serving the everyday needs of neighboring residents. The NBD is limited in overall site area and availability of uses and is not intended to provide regional retail facilities. The NBD implements the goals and policies of the Gig Harbor Comprehensive Plan in providing retail and service uses that are easily accessible to local residents.

17. __ Permitted Uses

Retail uses primarily service residential areas and having less than 7,500 square feet of floor space per business. Those uses include, but are not limited to:

1. Banks
2. Grocery stores
3. Delicatessens
4. Drug stores
5. Bakeries
6. Gift shops
7. Hardware stores
8. Shoe repair
9. Barber and beauty shops
10. Laundry/dry cleaning
11. Flower shops
12. Restaurants, except drive-in/drive-thru
13. Business/professional offices
14. Public facilities
15. Gasoline dispensing
16. Residential uses located above permitted business use
17. Trails, open space, community centers
18. Public facilities
19. Adult family homes and family day care.

Performance Standards

1. General

All uses in the Neighborhood Business zone are subject to the following conditions:

- a. All business, service, or repair must be conducted within an enclosed building except for outside restaurant sitting, flower and plant display and fruit/vegetable stands

appurtenant to a grocery store.

- b. Any goods produced in the neighborhood business zone shall be sold on the premises where produced.
- c. Processes, equipment and goods shall not emit odor, dust, smoke, cinders, gas, noise, vibrations, or waste which would be unreasonably affect adjacent residential area.

The Neighborhood Business Districts shall not be greater than 3 acres in total land area nor may an NBD be located within one mile of any other NBD

2. Hours of Operation

The following hours of operation apply:

Facility	Hours of Operation
Gasoline Dispensing with Convenience Store	6:00am - 10:00pm
Grocery Stores	6:00am - 10:00pm
Delicatessens	6:00am - 10:00pm

3. Yard Requirements

Minimum yard requirements are as follows:

<u>Contiguous Parcel Situation</u>	<u>Minimum Lot Width</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Street Frontage</u>
a. Commercial/Commercial	75	10	0	20	20
b. Commercial/Residential	75	20	30	30	20

The side yard must be at least 20 feet plus 10 feet for each story above two. Except when adjacent to a residential use or zone, the side yard must be at least 30 feet plus 10 feet for each story above two.

4. Height

Maximum height shall not exceed 35 feet for all structures.

5. Lot area

No minimum lot size is specified except as required to accommodate landscaping and open space requirements.

6. Lot coverage

A maximum lot coverage is not specified except as needed to meet setback and open space

requirements.

7. Off-Street Parking

Off-street parking and loading areas meeting the requirements of chapter 17.72 shall be provided.

8. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

9. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

10. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

11. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

12. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

13. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

17.____

Planned Community Development
Transfer of Density Credits Option

17.____ Intent

A. The intent of the density credit transfer option is to permit greater flexibility in the allocation of residential density within a Planned Community Development designation without exceeding the maximum density buildout as planned for. The density transfer credit option may provide for higher densities in areas posing the fewest environmental constraints and which also have available access to public transportation. To this end, desired goals of the density credit transfer option are to:

1. Protect areas identified as having environmentally sensitive areas or features by minimizing or avoiding impacts associated with residential development.
2. Supply quality affordable housing while providing access opportunities to local employment areas.
3. Promote more efficient provision of public services.
4. Locate higher density residential development in areas which are capable of supporting more intense uses.

17.____ Applicability

- A. Density credit transfers are limited to the Planned Community designation and the Mixed Use designation of the City of Gig Harbor Comprehensive Plan (Nov., 1994). Density credit transfers may be applied from one residential district to another residential district. A density credit consists of one residential dwelling unit.
- B. Property which is constrained by critical areas or wetlands as defined under the Gig Harbor Municipal Code shall receive full density credit for those portions of the site which are undevelopable.
- C. Density credits may be transferred in whole or in fractions. Development rights associated with a density credit are considered real property and are subject to any legal requirements as applicable to other real property.

17. Procedure

- A. An owner of real property within the Planned Community District residential low or residential medium may apply for a density credit transfer either as a donor or receiver of the density credit. A donor relinquishes density from property under the donor's ownership to the receiver's property. The receiver of density credits may apply the increased density to land under the receiver's ownership, consistent with the City of Gig Harbor Comprehensive Plan and the City Zoning Code. The following process applies to the transfer and receipt of density credits:

 - 1. The applicant must submit documentation to the City which provides the following:

 - a. The location, site area and specific development right(s) permitted under the Comprehensive Plan and Zoning Code which the property owner proposes to transfer, the base density, inclusive of previously transferred density, and the resultant change in density on the donor's property.
 - b. The location and site area of the land to which the density credit is transferred to, including the projected density credit resulting from the transfer, the base density and the resultant change in density on the receiver's property.
 - B. Upon receipt of the completed application for density credit transfer, the Planning-Building Department shall review the density credit transfer proposal to assure that it is consistent with the Planned Community Development district designation to which it applies and the general density as stated.
 - C. Upon approval of the Planning Department, the applicant/property owner shall file with the Pierce County Auditor a legally sufficient document which effectively accomplishes the following:

 - 1. A covenant on the lands affected by the density credit transfer which contains deed restrictions reflecting the transfer and its resultant conditions to private ownership and future development of the land.
 - 2. A deed for the development rights so affected shall be assigned an Assessor's tax parcel number, including a legal description of the real property from which density credits are to be donated from and a legal description of the real property to which such density credits are to be transferred to.

A copy of the executed legal instrument, bearing the Pierce County Auditor's file number, shall be provided to the Planning Department prior to the issuance of any development permit for the

affected properties.

Density credit transfers area exempt from the permit processing procedures in Title 19 and are processed simultaneous with any Type III permit application.

17.____
Mixed Use District Overlay
(Applies to the Burnham Drive Corridor)

17.____ Intent

The intent of the mixed use zone is to provide flexibility in promoting the development of an integrated multi-use district which permits a variety of residential types and compatible businesses in close proximity to each other.

Development standards and Design Manual assure site development that is sensitive to critical lands and will provide the flexibility necessary to accommodate changing land use patterns and conditions.

Projects should be designed to assure that early development does not foreclose options for later projects and that new and different uses can be added without jeopardizing uses already established or planned for.

17.____ Permitted Uses

1. Residential dwellings, attached/detached.
2. Retirement communities/complexes.
3. Professional Business Offices and Services
4. Retail Sales and Service
5. Commercial Recreation
6. Hotels and Motels, including restaurants and conference facilities.
7. Light Manufacturing and Assembly
8. Automobile and boat repair where the repairs are conducted within enclosed buildings or in a location that is not visible from public right-of-way and adjacent properties.
9. Public facilities.
10. Churches and related uses on parcels less than than ten acres.
11. Adult family homes and family day care.

17.____ Conditional Uses

Churches and related uses on parcels greater than ten acres.

17.____ Site Development and Performance Standards

A. Minimum Development Parcel Size

To promote efficient and compatible groupings of uses within a Mixed Use District, the

following minimum development parcel sizes shall apply:

1. No parcel less than 10 acres shall be developed with residential uses, except where the parcel is contiguous to a developed or planned residential area.
2. No parcel less than 10 acres shall be developed with commercial or business uses, except where the parcel is contiguous to a developed or planned business or commercial area.
3. Where phased development is proposed for a parcel of 10 acres or greater and where the first phase is less than 10 acres, the remaining portion of the parcel reserved for future development shall be committed to residential or commercial uses.
4. Where residential and non-residential uses are developed on the same parcel or site, the parcel size requirements may be waived where it is found that the intent of the mixed use zone is otherwise met.

B. Density

1. Maximum residential density is 4 dwelling units per acre. Minimum parcel size is not specified. Bonus densities of up to 30% over the base may be permitted, based upon the following allocations:
 - a) 30% of the development site is common open space, which must be contiguous to greater than acre in area (+5%).
 - b) A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (+10%).
 - c) A minimum 35% of the required common open space is improved as an active recreational area (+10%). Active recreational areas shall include, but not be limited to:
 1. Clearly defined athletic fields and/or activity courts.
 2. Recreation Center or Community Facility.

Additional common open space is provided between the development and adjacent residential zones, uses or developments (+5% bonus maximum at a ratio of 1% density bonus per 5% open space increase).

C. General

1. The Maximum residential density is 4 dwelling units per structure in townhouse or zero lot-line developments.
2. Each unit must have individual private yards or courts enclosed by a wall, berm or dense landscaping.
3. Townhouse units adjacent to a single family residence within the same development shall have a front yard equal to or exceeding the single family dwelling and a minimum side yard of 25 feet if adjacent to a single family lot.
4. Easements shall be required for all zero lot-line developments to facilitate access from the adjoining lot for necessary maintenance and repair activities.

D. Separation of Uses/Transition Buffers

To assure that different land uses are adequately separated, the following transition buffers and setbacks shall be used:

1. Buffers Separating New Businesses from Existing Residential Uses

Where adjacent property is developed or planned for residential use, a business or commercial use must meet the following standards:

- a. A minimum 35 feet setback from any property shared with a residential site.
- b. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.
- c. No parking shall occur within a required buffer.

2. Buffers Separating New Residential Use from Existing Commercial Uses

Where adjacent property is developed or planned for commercial use, a residential use must meet the following standards:

- a. A minimum 35 feet setback from any property shared with a commercial site.
- b. Landscaping forming a dense vegetative screen or retention of existing native vegetation within required buffer areas equal to the minimum setback.

3. Buffers Separating Multi-family Dwellings from Existing Single Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- a. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- b. A minimum setback of at least 25 feet from any property line shared with a single family use
- c. Landscaping within required buffer areas equal to minimum width of the buffer.

Parking areas shall not occupy the required buffer area.

4. Buffers Separating Single Family Dwellings from Existing Multi-Family Dwellings

Where adjacent property is developed or planned for single-family residential use, a multifamily residential development must meet the following standards:

- a. A minimum setback of 25 feet from all street right-of-ways common to both uses.
- b. A minimum setback of at least 25 feet from any property line shared with a single family use
- c. Landscaping within required buffer areas equal to minimum width of the buffer.

E. Mixed Use Occupancies Within the Same Structure

Residential units and retail business or office uses shall be permitted within the same structure, subject to the following standards:

1. The non-residential use must have access by way of a business arterial and shall front directly on an adjacent sidewalk or pedestrian walkway, or on a front or side yard from which vehicles are excluded.
2. Where a business or residential portion of the building is located on different floors, business uses shall occupy the floors below the residential uses.
3. Business and residential portions of a building must be separated by soundproof walls, floors, equipment, utilities or other suitable architectural features or appurtenances.
4. Allocation of uses shall be consistent with the City of Gig Harbor Comprehensive Plan.

F. Performance Standards

1. Minimum Yards (from the property line)

Front	15 feet
Side	5 feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.
Rear	15 feet

2. Maximum Height

The maximum height of a structure shall not exceed 35 feet.

3. Maximum Lot Area Coverage

45%, excluding driveways, private walkways and similar impervious surfaces.

4. Landscaping

Landscaping shall comply with the requirements of chapter 17.78 GHMC.

5. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

6. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

7. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

8. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

9. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

10. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC .

2. Maximum Height

The maximum height of a structure shall not exceed 35 feet.

3. Maximum Lot Area Coverage

45%, excluding driveways, private walkways and similar impervious surfaces.

4. Landscaping

Landscaping shall comply with the requirements of chapter 17.78 GHMC.

5. Exterior Mechanical Devices

All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public right-of-way.

6. Outdoor Storage of Materials

Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public right-of-way.

7. Outdoor Lighting

Within one hundred feet of any residential use or zone, outdoor lighting and aerial mounted floodlighting shall be shielded from above in such a manner so that the bottom edge of the light shield shall be below the light source. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plan is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.

8. Trash Receptacles

Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.

9. Design

All residential structures of four or more attached dwelling units and all non-residential structures shall comply with the standards of the City of Gig Harbor Design Manual.

10. Signage

Signage must comply with the requirements of Chapter 17.80 of the GHMC.

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RECORDED
 CATHY PEARSALL-STIPEK
 AUDITOR MIERCE CO. WASH

Return Address:

Administrative Assistant
 City of Gig Harbor
 3105 Judson Street
 Gig Harbor, WA 98335

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APR 14 1997

CITY OF GIG HARBOR

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. Pre-annexation Agreement.
- 2.
- 3.
- 4.

Signatory(s) (Last name first, then first name and initials):

1. City of Gig Harbor
2. Tucci & Sons, Inc.
3. Logan International
4. Pope Resources

5. Additional Names on Page _____ of Document.

Grantee(s) (Last name first, then first name and initials):

1. City of Gig Harbor
2. Tucci & Sons Inc
3. Logan International
4. Pope Resources

5. Additional Names on Page _____ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

Section 30 Township 22N Range 2E WM

Legal Description are on Pages 21; 22; 23; 24; 25 of Document.

Reference Number(s) (Of documents assigned or released):

N/A

Additional Reference numbers on Page _____ of Document.

Assessor's Property Tax Parcel/Account Number

222304000	222312009	222313043	122361063	122254016	122254059
222311000-001	222312027	222303001	222313006	122254053	122254060
222312000	222312031	222303004	222312001-003	122254054	122265066-70

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

9704040094

DP

Recorded at the request of,
After recording return to:

I.D.

The City of Gig Harbor
Administrator
3105 Judson Street
Gig Harbor, WA 98335

Exhibit 'D'

**PREANNEXATION AGREEMENT
FOR
GIG HARBOR NORTH**

THIS AGREEMENT is made and entered into this 23rd day of September, 1996, by and between the CITY OF GIG HARBOR, a non-charter, optional municipal code city organized under the laws of the State of Washington (the "City"); Pope Resources, a Delaware Limited Partnership ("Pope"); Tucci & Sons, Inc. a Washington Corporation, ("Tucci"); and Logan International Corporation, a Washington Corporation, ("Logan"); (collectively "the Owners").

RECITALS

A. The City has the authority under the laws of the State of Washington to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and to undertake the annexation of contiguous property located outside of its boundaries pursuant to Ch. 35A.14 RCW.

B. The Owners hereby warrant that they are the owners of certain real property situated in unincorporated Pierce County, Washington, part of a geographic area commonly referred to as Gig Harbor North, located contiguous to the city limits of Gig Harbor. The property owned by the owners herein is more particularly described in Exhibits 'A' and 'B' and 'C', attached hereto and incorporated herein by this reference (the "Property").

C. In 1991, the Owners initiated an inquiry with the City about the City's interest in annexing the Gig Harbor North area, including, but not limited to the Property. The City indicated an interest and a willingness to entertain such an annexation, so long as the annexed properties were developed under the City's applicable Comprehensive Plan designations and development regulations. Thereafter, the Owners and other property owners in the Gig Harbor North community submitted to the City a notice of Intention to Commence Annexation Proceedings.

D. On July 8, 1991, the City Council made a motion to accept the proposed Gig Harbor North annexation in concept and authorized the initiators thereof to circulate an annexation petition. In that resolution, the City directed the preparation and adoption of proposed zoning regulations and Comprehensive Plan designations for the area, to become effective coincidental with annexation.

E. On May 5, 1993, the Owners and other owners of property in the Gig Harbor North community submitted to the City a petition for annexation of the Gig Harbor North area signed by the owners of more than sixty percent (60%) of the assessed valuation of the property to be annexed, and such petition for annexation is pending before the City Council.

F. On January 27, 1997, in accordance with Ordinance No.747, the City Council has adopted zoning and development regulations and Comprehensive Plan designations for the Owner's Property.

G. The parties now wish to enter into this Agreement as contemplated by Ordinance No. 746 in order to set forth in greater detail the provisions contemplated by such resolution with respect to the annexation of the Property.

H. Draft and Final Environmental Impact Statements were issued by the City concerning the annexation and development of Gig Harbor North on October 7, 1992 and February 24, 1993 respectively.

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual covenants and agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

AGREEMENTS

1. Support of Annexation. The Owners hereby agree to support the Gig Harbor North annexation before the City Council as such annexation is proposed in Ordinance No. 746, as further defined in this Agreement and described in the annexation petition for the Gig Harbor North area submitted to the City.

2. Administration of Development Approvals Applied For After Gig Harbor North Annexation. Any application by the Owners for a land use or building permit or zoning approval including, but not limited to, preliminary plat approvals, final plat approvals, clearing, grading, building or other permits, binding site plans, etc., for the Owners' Property shall be made to the City after the effective date of the annexation. All such applications shall be reviewed and processed by the City under the terms of all applicable Gig Harbor Municipal Codes, regulations, resolutions, ordinance provisions which relate to development and this Agreement.

3. Public Facilities.

A. Water Transmission Main and Storage Tank.

(i) The Owners agree to provide water storage and transmission facilities sufficient in size and design to accommodate the demands of development of the Property. The City agrees to provide, consistent with its regulations and ordinances in place at the time of demand, water supply and water facilities which, in conjunction with these facilities provided by the Owner, will be sufficient to serve the Property. Construction of water transmission and storage facilities as necessary to serve the development on the Property, or the portion of the Property actually proposed to be developed from time to time shall occur before issuance of any building permit for the Property, or portion thereof.

(ii) The facilities to serve the property are an effective 1,500,000-gallon water storage tank and major water transmission line 16 inches in diameter. This 1.5-million-gallon storage tank shall be capable of providing a maximum of 3,000 gallons per minute for a duration of 3 hours. If any development proposal necessitates a higher fire flow, building modifications will be made to offset the higher fire flow requirements. The water facilities as described in this Agreement are consistent with the City's Comprehensive Plan. The Owners agree to construct these facilities to be financed through Developer Extension Agreements pursuant to chapters 35.91 and/or 35.72 RCW, or in the alternative, the Owners agree not to protest the formation of one or more local improvement districts "LID's" for the facilities, which the City may create at the Owners' request as set forth in the City's codes, ordinances and applicable state law. The Owners shall be entitled to the capacity in the 1.5 million gallon water storage tank, if constructed solely at the Owner's cost, and shall be permitted to develop their respective parcels to the extent that such capacity would support.

(iii) The Owners agree not to protest in the formation of an LID to finance construction of more expansive water facilities serving the Property and the surrounding area, which shall be defined as follows: a 2.5-million-gallon water storage

tank, capable of providing a maximum of 3,000 gallons per minute for a duration of three (3) hours; provided that (1) the Owner's assessment for the LID is based upon the special benefit, if any, accruing to the Owner's property, as described in chapter 35.44 RCW; and (2) the LID is formed before they construct the facilities described in Section 3(A)(iii) above.

B. Road Construction Improvements.

(i) *East-West Road.* The parties contemplate that a road will be built from Swede Hill east in accordance with the specifications and plans incorporated into a document entitled "City of Gig Harbor and Pierce County Interlocal Agreement for Swede Hill Corridor Transportation Facility," and a document between the same parties to this Agreement, entitled "Agreement for Dedication of Right-of-Way to the City of Gig Harbor," included herein as Exhibits 'D' & 'E'. The first document describes the relationship between the City and Pierce County for the funding and construction of the Swede Hill transportation facility. The second document describes the relationship between Pope, Logan, and the City (dated September 23, 1996) for the Owners' contribution of Right-of-Way for the Swede Hill transportation facilities, and the City's construction of same.

(ii) *Capacity Entitlement.* Pope shall be entitled to 30% and Logan shall be entitled to 30% of the capacity created by the construction of the two lane roadway.

(iii) *Design Participation.* The Owners shall be entitled to participate in design elements of the two lane roadway and related issues as follows:

- a. intersection locations;
- b. utility location;
- c. public transportation components; and

- d. design details, including landscaping, lighting, and signage.

The City's decision with respect to these issues shall be final.

(iv) *Impact Fees.* The City's calculation of impact fees, as such fees are adopted by the city in the future, shall not include the costs of the five lane design or of the two lane roadway identified in Exhibit "D."

(v) *Peacock Connection.* The City also intends to develop an associated, second arterial road extending northwesterly from the East-West Road to Peacock Hill Avenue north of 112th Street. This roadway is planned to be located within the boundaries of the parcels identified with the description of the roadway corridor on Exhibit 'F(1)', incorporated herein by reference, with the exact location to be determined by the Owners and City Engineer. The City shall have twelve months after execution of this Agreement to conduct a preliminary feasibility study for construction of this road in this location. One of the Owners currently retains an access easement, which may facilitate the construction of this road, which is more particularly described in the attached Easement marked Exhibit 'F(2)', incorporated herein by this reference. The Owner agrees not to sell, transfer or convey this easement to any third party during this twelve month period while the City conducts such study. If the study reveals feasibility for construction of a road in this location at a cost satisfactory to the City, the Owners agree to transfer the access easement marked Exhibit 'F(2)' for right of way to the City. The Owners will construct the segment of the road within the annexation area to use as local access to serve a portion of the Property. The Owners shall only be obligated to improve the road at their expense as determined by the City Traffic Engineer to serve development on its Property. Any expense to widen, extend or improve the road beyond a two-lane road which is improved to a width of thirty-six feet maximum from curb to curb, and which is improved with gutters, curbs and sidewalks on both sides of the street shall be borne by the City.

The City shall not prohibit the installation of driveways which intersect this two-lane road, on the preliminary plat submitted by the Owners, as long as such driveways are consistent with the Public Works standards in effect at the time of plat application, relating to site distance and safety.

C. Parks.

(i) Background. The Gig Harbor Comprehensive Plan defines the City's existing level of service standard for park and recreation facilities.

(ii) Dedication of Parks or Payment of Fees Upon Submission of Applications.

Because no development applications have yet been submitted to the City for review, the City cannot accurately forecast the demand for park and recreation facilities within property set forth in Exhibit 'G' in the Gig Harbor North annexation area. Owners hereby agree, consistent with the Plan, and any other applicable City ordinances or codes, to dedicate or pay fees in lieu of dedication to provide park land and recreation facilities at the level-of-service standard in effect by the City at the time any development application is submitted to the City. Alternatively, if the City has adopted a park impact fee ordinance at the time any development application is submitted, Owners agree to the adopted park impact fee.

If dedication is selected, then such dedication shall be made of the property, or portions of the property, shown on the map attached hereto as Exhibit 'I'. The Owners agree to a right of first refusal with the City, which document is attached to and incorporated herein as Exhibit 'H', for the City's purchase of the property legally described and identified in Exhibit 'I'. This right of first refusal may be exercised by the City immediately after execution of this Agreement until the expiration of this Agreement, which is ten (10) years after the anniversary date of the execution of this Agreement.

D. Trails.

Any trails associated with the development of the Owners' property shall be designed and shall be consistent with the adopted City of Gig Harbor Park Comprehensive Plan trail element in effect at the time of application.

E. Conveyance of Infrastructure.

The Owners agree to convey to the City any water transmission mains, water storage tanks, or any other type of water facilities and roadways constructed by them as described in this Agreement upon construction, approval and the City's acceptance of the same. Such conveyance shall occur at no additional cost to the City. As a prerequisite to such conveyance and acceptance, the Owners will furnish to the City the following:

- (i) As built plans or drawings prepared by a Professional Engineer licensed in the State of Washington;
- (ii) Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- (iii) A bill of sale form approved by the City Attorney; and,
- (iv) A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the Public Works Director, ensuring that the facilities described in this Agreement will remain free from defects in workmanship and materials for a period of two (2) years.

F. Utility Connection Charges.

The Owners agree to pay the applicable charges as a condition of connecting to the City utility system at the rate schedule in effect at the City at the time the Owner actually requests to connect its Property to the system.

G. Latecomer and Waivers of LID Formation Provisions.

(i) The City may form a Local Improvement District for the construction and installation of the improvements described in this Agreement. In lieu of the formation of LIDs to fund the improvements, the Owners may construct the improvements, and the City may authorize the same, pursuant to reimbursement or latecomer's agreements as described in Chapters 35.91 and 35.72 RCW.

(ii) Owners agree to sign a petition for the formation of an LID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his/her/its attorney-in-fact to sign a petition in the event Owner fails or refuses to do so. With full understanding of Owner's right to protest an LID or ULID to construct the improvements described in this Agreement, Owner agrees to participate in such LID or ULID and to waive his right to protest formation of the same. The Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court.

H. Land Use.

(i) The City's Comprehensive Plan, as adopted in 1994, contemplates the adoption of certain zoning districts for Owners' property. The adoption of such

districts will be consequent to City Council approval of annexation zoning for property identified in Exhibit 'G', attached hereto.

(ii) The City agrees to hold hearings and follow the necessary procedures for the amendment of the City Zoning Ordinance, Title 17 of the Gig Harbor Municipal Code, to include these new development regulations in implementing the Planned Community designation of the City of Gig Harbor Comprehensive Plan, which include:

PCD Residential Low Density
PCD Residential Medium Density
PCD Commercial
PCD Neighborhood Commercial
PCD Business Park
PCD Density Credits Transfer Option

(iii) Said zoning districts provide standards solely for permitted and conditional uses within the PCD designation, the text of which is contained in Exhibit 'J' attached hereto and incorporated herein by this reference. A map showing the application of these zoning districts on the Owners' property is attached hereto as Exhibit 'K'.

(iv) The parties mutually understand that development of the Owners' Property will in all likelihood not be completed for up to 15 years after the contemplated annexation, and it is the intent of the parties to permit completion of such development pursuant to land use and zoning regulations substantially similar to those now proposed in this document for the properties identified in Exhibit 'K'. Notwithstanding any provision of this Agreement, for five years after the date of this Agreement, the City shall not amend the laws, ordinances, regulations, and policies that affect the development of the Owner's Properties without the consent of the Owner whose property is affected; PROVIDED THAT: nothing in this Agreement shall prevent the City Council from making any amendment to its Zoning Code,

comprehensive plan or development regulations as required by a serious threat to public health and safety.

(v) In the event the Owners, with regard to their respective properties, desire to amend the applicable development regulations, the procedures for notice, hearings, and review of any such proposed amendment shall be those contained in the City of Gig Harbor Municipal Code as adopted by the City.

(vi) If the City should initiate any amendment to the development regulations applicable to any district within the PCD designation, then prior to conducting any public hearing on such change it shall provide timely notice to the affected property Owners as described in Gig Harbor Municipal Zoning Code or the current version of the Zoning Code relating to such notice in effect at the time the amendment is proposed.

I. Administrative Provisions.

(i) The City agrees that this Agreement will be executed simultaneously with the City Council's approval of the Gig Harbor North annexation.

(ii) The Owner's Property is the only property expressly subject to the Agreement, and this Agreement shall not be binding with regard to other real property which may be annexed simultaneously with the Owners' Property as part of the Gig Harbor North annexation, pursuant to City Ordinance 746. Nevertheless, the effect of the City's annexation is to subject all property in the Gig Harbor North annexation area to the City's zoning, land use and building laws, ordinances, policies, rules and regulations, and the City may enact ordinances so providing, consistent with its 1994 Comprehensive Plan (or as such plan may be amended).

(iii) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

(iv) With the exception of the provisions in section H herein, this Agreement shall be effective for a period of ten (10) years after execution of this Agreement by both parties. Time is of the essence of this Agreement and of every provision hereof.

(v) In case of any breach of this Agreement, the non-defaulting party shall be entitled to maintain an action for damages, specific performance, or any other remedy afforded at law or in equity. If such action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses.

(vi) This Agreement shall be governed by the laws of the State of Washington.

(vii) The rights and obligations of the Owners under this Agreement are assignable, as long as the parties provide written notification to the other of such assignment.

(viii) This Agreement can only be amended by a written agreement signed by a duly authorized representative of the City and the Owners.

(ix) This Agreement shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners and shall constitute a covenant running with the land described in Exhibits 'A' and 'B' and 'C', shown jointly in 'G', and shall be binding upon the Owners, heirs and their heirs, assigns and legal representatives.

(ix) This Agreement shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners and shall constitute a covenant running with the land described in Exhibits 'A' and 'B' and 'C', shown jointly in 'G', and shall be binding upon the Owners, heirs and their heirs, assigns and legal representatives.

(x) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xi) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

By Opiechen Wierert
Its Mayor

Dated: 9/30/96

OWNERS:

By: Stanley
Senior VP, Real Estate
Pope Resources

Dated: September 17, 1996

Tucci & Sons, Inc.

Dated: _____

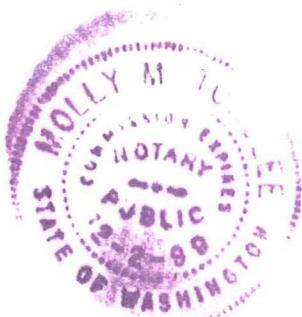
Logan International Corporation

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that he/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 this 24th day of September, 1996.



Molly M. Towslee
Molly M. Towslee
 (Type or Print Name)
 NOTARY PUBLIC for the State
 of Washington, residing at
Gig Harbor
 My commission expires 12/2/99

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Greg McCarron is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Vice President of Pope Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17 day of September, 1996.



Craig L. Jones
 (Type or Print Name)
 NOTARY PUBLIC for the State
 of Washington, residing at
Port Ludlow
 My commission expires 5/98

(ix) This Agreement shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners and shall constitute a covenant running with the land described in Exhibits 'A' and 'B' and 'C', shown jointly in 'G', and shall be binding upon the Owners, heirs and their heirs, assigns and legal representatives.

(x) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xi) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

By

Gretchen Albrecht

Its Mayor

Dated: 9/30/96

OWNERS:

Pope Resources

Dated: 9/4/96

Thomas D. Tucci

Tucci & Sons, Inc. Thomas D. Tucci

Dated: _____

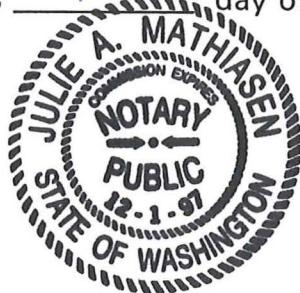
Logan International Corporation

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Thomas D. Tucci is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Vice-President of Tucci & Sons, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4th day of September, 1996.



Julie A. Mathiasen
Julie A. Mathiasen
 (Type or Print Name)
 NOTARY PUBLIC for the State
 of Washington, residing at
Puyallup
 My commission expires 12/1/97.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED this _____ day of _____, 1996.

 (Type or Print Name)
 NOTARY PUBLIC for the State
 of Washington, residing at

 My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that he/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 this 30th day of September, 1996.

Molly M. Tourslee
Molly M. Tourslee

(Type or Print Name)

NOTARY PUBLIC for the State
of Washington, residing at

Gig Harbor

My commission expires 12/2/99



(ix) This Agreement shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners and shall constitute a covenant running with the land described in Exhibits 'A' and 'B' and 'C', shown jointly in 'G', and shall be binding upon the Owners, heirs and their heirs, assigns and legal representatives.

(x) The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

(xi) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

CITY OF GIG HARBOR:

By Fletcher M. Gilbert
Its Mayor

Dated: 9/30/96

OWNERS:

Pope Resources

Dated: _____

Tucci & Sons, Inc.

Dated: _____

Logan International Corporation

Dated: _____

J.B. Deelup.
September 17th, 1996

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED this _____ day of _____, 1996.

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Greg Elderkin is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Logan International Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of September, 1996.



Janilee A. Jeffery
Janilee A. Jeffery

(Type or Print Name)
NOTARY PUBLIC for the State
of Washington, residing at

Auburn, WA

My commission expires 6-29-99.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that he/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 this 30th day of September, 1996.

Molly M. Towslee
Molly M. Towslee

(Type or Print Name)

NOTARY PUBLIC for the State
of Washington, residing at

Big Harbor
My commission expires 12/2/99.

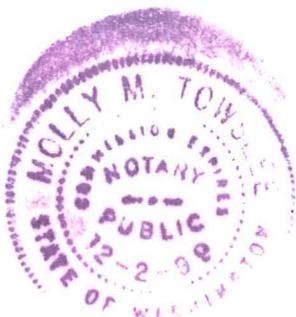


EXHIBIT 'A'

**LEGAL DESCRIPTION FOR
POPE RESOURCES**

THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30;

THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER, THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31;

ALL WITHIN TOWNSHIP 22 NORTH, RANGE 2 EAST, WM, PIERCE COUNTY.

EXHIBIT 'B'

LEGAL DESCRIPTION FOR
LOGAN INTERNATIONAL CORP.GIG HARBOR 12 ACRES

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT PRIMARY STATE HIGHWAY NO 14.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROAD NO. 16 MP 8.34 TO MP 18.87 NARROWS BRIDGE TO OLYMPIC DRIVE, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S NO. 2397369.

ALSO EXCEPT GIG HARBOR - LONGBRANCH-PURDY-KITSAP COUNTY ROAD.

ALSO EXCEPT SEHMEL COUNTY ROAD.

IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 34 ACRES

The land referred to in this policy is situated in the State of Washington, County of Pierce and is described as follows:

PARCEL "A":

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA FOR POWER TRANSMISSION LINE BY WARRANTY DEED RECORDED AUGUST 13, 1923 UNDER AUDITOR'S NO. 678953.

PARCEL "B":

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE

9704040094

WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE EAST HALF OF THE EAST HALF THEREOF.

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ON THE NORTH LINE THEREOF, A DISTANCE OF 54 FEET; THENCE SOUTH 14°49' EAST ON THE EAST LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE CITY OF TACOMA BY WARRANTY DEED RECORDED JULY 14, 1923 UNDER AUDITOR'S NO. 675775, A DISTANCE OF 679 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 238 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH ON SAID WEST LINE 666 FEET TO THE POINT OF BEGINNING.

PARCEL "C":

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 56.6 ACRES

PARCEL "A":

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, RUN THENCE NORTH ON SECTION LINE 792 FEET; THENCE SOUTH 14°49' EAST 819 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE WEST ALONG THE SAME, 209 FEET TO THE POINT OF BEGINNING, CONVEYED TO THE CITY OF TACOMA, BY DEED RECORDED UNDER AUDITOR'S NO. 675729, RECORDS OF PIERCE COUNTY, WASHINGTON.

9704040094

PARCEL "B":

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

PARCEL "C":

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

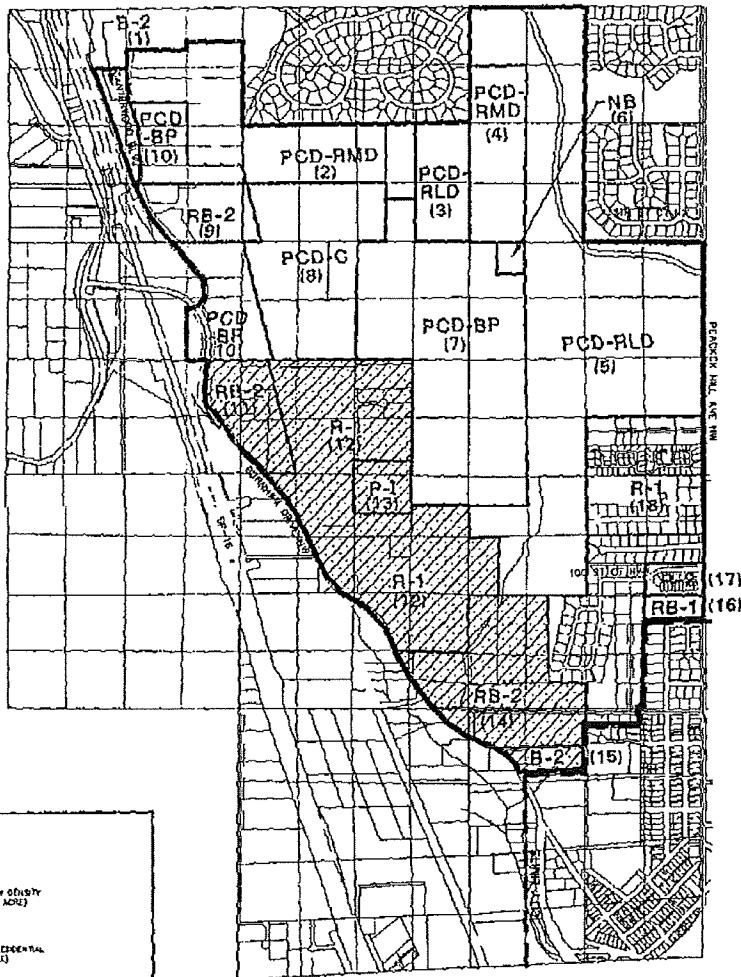
EXHIBIT ' C'

LEGAL DESCRIPTION FOR
TUCCI & SON'SSURVEYED BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25 TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., PIERCE COUNTY, WASHINGTON. MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2-1/2 BRASS DISC SET BY TACOMA LIGHT TO MARK THE QUARTER CORNER COMMON TO SECTIONS 25 AND 36; THENCE SOUTH $87^{\circ} 30'41''$ EAST ALONG THE LINE COMMON TO SECTIONS 25 AND 36, 2630.56 FEET TO A 2-1/2" BRASS DISC SET BY W.S.D.N.R. TO MARK THE CORNER COMMON TO SECTIONS 25, 30, 31, and 36; THENCE N $02^{\circ}26'34''$ E ALONG THE LINE COMMON TO SECTIONS 25 AND 30, 660.93' TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING N $02^{\circ}26'34''$ E 1630.11; THENCE N $87^{\circ}44'21''$ W 593.74'; THENCE S $13^{\circ} 18'33''$ E, 105.01'; THENCE N $87^{\circ}44'21''$ W 749.00'; THENCE S $02^{\circ}28'14''$ W, 209.70'; THENCE N $87^{\circ}51'11''$ W 382.81'; THENCE S $15^{\circ}31'06''$ E 964.94'; THENCE S $17^{\circ}39'57''$ E 374.02'; THENCE S $85^{\circ}34'37''$ E, 533.10'; THENCE S $04^{\circ}25'34''$ W, 30.00'; THENCE S $85^{\circ}34'34''$ E, 188.04' THENCE N $33^{\circ}55'34''$ E 34.46'; THENCE S $85^{\circ}34'34''$ E, 533.63' TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION. EXCEPTING 58TH AVENUE NW AND TACOMA LAKE CUSHMAN TRANSMISSION LINE R.O.W.

Exhibit "C"



LEGEND:	
R-1	SINGLE FAMILY LOW DENSITY (UP TO 4 DU PER ACRE)
R-2	MEDIUM DENSITY RESIDENTIAL (1-8 DU PER ACRE)
RB-1	RESIDENTIAL-BUSINESS (MIXED RESIDENTIAL AND BUSINESS, BASE DENSITY OF UP TO 3 DU PER ACRE)
RB-2	RESIDENTIAL-BUSINESS (MIXED RESIDENTIAL AND BUSINESS, BASE DENSITY OF UP TO 8 DU PER ACRE, 12 DU PER ACRE PROPORTIONALLY)
B-2	RETAIL SALES AND SERVICE
PCD-RLD	INDUSTRIAL, LOW DENSITY (BASE DENSITY OF 4 DU PER ACRE, UP TO 7 DU PER ACRE WITH DENSITY CREDITS)
PCD-RMD	INDUSTRIAL, MEDIUM DENSITY (BASE DENSITY OF 8 DU PER ACRE, UP TO 14 DU PER ACRE WITH DENSITY CREDITS)
PCD-C	PLANNED COMMUNITY, GENERAL, COMMERCIAL, RETAIL
PCD-BP	BUSINESS PARK
PCD-NB	AGRICULTURAL BUSINESS (SITE AREA LOCATED TO 3 ACRES)
R-1	PUBLIC INSTITUTIONAL
Hatched area: MIXED USE OVERLAY DISTRICT	

Amendment to the City of Gig Harbor
Zoning District Map
Gig Harbor North Annexation Area

Ordinance No. _____ adopted
27 January, 1997.
Effective Date: February 5, 1997

APPROVED:
Mayor, Gretchen A. Wilbert

Date _____

