

RESOLUTION NO. 962

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT WITH HARBOR HILL, LLC RELATED TO AN APPROVED PLANNED RESIDENTIAL DEVELOPMENT AND PRELIMINARY PLAT (FILE NOS. PL-PPLAT-08-0001 AND PL-PRD-08-0001) AND LOTS 1A, 1B, 3, 4B, AND 5 OF THE HARBOR HILL BUSINESS PARK (FILE NO. SUB 06-1208); APPLYING TO 235 ACRES OF PROPERTY, GENERALLY LOCATED NORTH AND SOUTH OF BORGEN BOULEVARD BETWEEN HARBOR HILL DRIVE AND PEACOCK HILL AVENUE N.W. IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON.

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

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

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

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

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property totaling 235 acres generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington, which is legally described in Exhibit A of Amendment No. 2 to the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Resolution No. 845 adopted by the City Council on November 8, 2010, the City and Harbor Hill, LLC entered into a Development Agreement dated November 9, 2010, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201011160780, with the recording cover sheet amended and rerecorded at Auditor's File No. 201011241249; and

WHEREAS, by a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG as the owner of a portion of the property subject to the Development Agreement joined in and agreed to be bound by the Development Agreement; and

WHEREAS, pursuant to Resolution No. 918 adopted by the City Council on November 26, 2012, the City and Harbor Hill, LLC entered into Amendment No. 1 to the Development Agreement, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201212040216; and

WHEREAS, On December 26, 2013, Harbor Hill, LLC filed with the City a complete application for an Amendment No. 2 to the Development Agreement dated November 9, 2010 (File No. PL-DEV-13-0001); and

WHEREAS, on February 10, 2014, the Council reviewed the Amendment No. 2 to the Development Agreement application, initiated consideration of the Amendment and directed the Planning and Building Committee of the Council to make a recommendation on the Amendment; and

WHEREAS, the City's SEPA Responsible Official has determined that the Determination of Non-Significance (DNS) issued on October 13, 2010 for the original Development Agreement and the addendum to that DNS for Amendment No. 1 to the Development Agreement issued on October 31, 2012 are sufficient for the Amendment No. 2 to the Development Agreement; and

WHEREAS, on February 10, 2014, the Planning and Building Committee considered Amendment No. 2 to the Development Agreement and recommended approval to the Council; and

WHEREAS, Section 19.08.020(B)(2) of the Gig Harbor Municipal Code provides that a development agreement cannot authorize deviations from the uses and minimum and maximum densities allowed in the underlying zoning district unless approved by a majority plus one of the whole council after a minimum of two public hearings; and

WHEREAS, on March 24, 2014, the City Council held its first public hearing on Amendment No. 2 to the Development Agreement; and

WHEREAS, on April 28, 2014 the City Council held its second public hearing on Amendment No. 2 to the Development Agreement during a regular public meeting and after considering the application, the staff report and all public testimony presented, approved Amendment No. 1 to the Development Agreement attached hereto as Exhibit A; Now, Therefore,

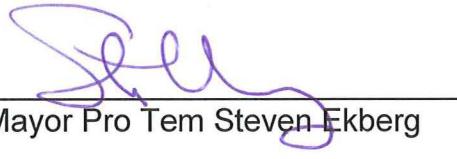
THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute Amendment No. 2 to the Development Agreement attached hereto as Exhibit A, with Harbor Hill, LLC.

Section 2. The City Council hereby directs the Planning Director to record Amendment No. 2 to the Development Agreement against the Property legally described in Exhibit A to Amendment No. 2 to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 28th day of April, 2014.

CITY OF GIG HARBOR



Mayor Pro Tem Steven Ekberg

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela Summerfield

FILED WITH THE CITY CLERK: 04/25/14
PASSED BY THE CITY COUNCIL: 04/28/14
RESOLUTION NO. 962

After Recording, Return To:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101

**AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC
FOR THE HARBOR HILL DEVELOPMENT**

Grantors: CITY OF GIG HARBOR, a Washington municipal corporation
HARBOR HILL LLC, a Washington limited liability company

Grantees: HARBOR HILL LLC, a Washington limited liability company
CITY OF GIG HARBOR, a Washington municipal corporation

Abbreviated Legal Description:

PORTIONS OF THE HARBOR HILL BUSINESS PARK, HARBOR HILL PHASE S-9 FINAL PLAT, . . .

Complete legal description is at Exhibit A attached hereto.

Assessor's Property Tax Parcel Account Numbers:

4003100010 THROUGH 4003100690, 4003100720 THROUGH 4003100750, 4003100770 THROUGH
4003100880, 40031106010 THROUGH 4003110700, 0222311000, 4002470011, 4002470012,
4002470030, 4002470042, 4002470052

Reference Numbers of Related Documents: 201011160780 (development agreement); 201012020196
(joinder agreement); 201212040216 (Amendment No. 1);

**AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC
FOR THE HARBOR HILL DEVELOPMENT**

This Amendment No. 2 to Development Agreement is made and entered into this 28th day of April, 2014, by and among the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and HARBOR HILL LLC, a Washington limited liability company ("Harbor Hill" or "Developer").

RECITALS

A. RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction. Pursuant to Resolution No. 845 adopted by the City Council, the City and Harbor Hill entered into a development agreement dated November 9, 2010 (the "Original Development Agreement"), which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201011160780, concerning the development of the property legally described on Exhibit A to the Original Development Agreement (the "Property") and generally located north and south of Borgen Boulevard between Harbor Hill Drive and Peacock Hill Avenue N.W. in the City of Gig Harbor, Pierce County, Washington. The legal description of the Property is restated on Exhibit A attached hereto.

B. By a subsequent Joinder Agreement dated November 22, 2010, and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 201012020196, OPG Properties LLC, a Washington limited liability company ("OPG"), as the owner of a portion of the Property, joined in and agreed to be bound by the Original Development Agreement. Both Harbor Hill and the City consented to the Joinder Agreement.

C. By Amendment No. 1 recorded under Pierce County Auditor's File No. 201212040216, the parties amended certain provisions of the Original Development Agreement. The Original Development Agreement as amended by Amendment No. 1, is referred to here as the "Development Agreement".

D. By Quit Claim Deed recorded under Pierce County Auditor's File No. 201308130540, OPG conveyed to Harbor Hill all of OPG's right, title, and interest in its portion of the Property.

E. Under that certain Omnibus Assignment and Assumption Agreement dated August 13, 2013, OPG assigned to Harbor Hill and Harbor Hill assumed from OPG all of OPG's right, title, and interest in the Development Agreement and certain other tangible and intangible property.

F. The City and Developer wish to amend the Development Agreement as described herein.

G. This Amendment is made under the authority of the City's police power, contracting authority, and other authority, including without limitation the authority granted to the City under RCW 36.70B.170 et seq. to make development agreements and GHMC Chapter 19.08 as amended. This Amendment establishes development standards for the Property and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property. Actual construction of improvements on the Property requires approval of subsequent City permits, which will be issued in accordance with the standards and procedures described in the Development Agreement as amended by this Amendment.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

1. Revised Phasing Plan. The Phasing Plan attached as Exhibit I to this Amendment No. 2 is hereby substituted for Exhibit I to the Development Agreement.

2. Model Homes. Section 18 of the Development Agreement is amended and restated to provide as follows:

Section 18. Model Homes.

A. The parties acknowledge that the most efficient and economic development of the Residential Area depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Residential Area to allow the Developer or Homebuilder to construct model homes within the Residential Area prior to approval and recording of a final plat. Therefore, the parties agree that the Developer and any Homebuilder shall be entitled to construct model homes within the Residential Area in accordance with the following terms and conditions.

B. The Developer and any Homebuilder may submit building permit applications for up to eight (8) model homes within eight (8) lots per phase, as such phases are described on the Phasing Plan and as such lots are depicted on an approved preliminary plat, prior to recording of the final plat. The City shall review and approve or deny the applications regardless whether the final plat is recorded.

Prior to issuance of building permits for the model homes, the following requirements must be satisfied:

i. Retention/detention facilities that serve the model home lots shall be constructed in accordance with the engineered drawings approved by the City of Gig Harbor.

ii. Construction of road improvements necessary to provide construction access to the model homes sites from existing public roadways shall be completed. The road improvements shall consist of subgrade in the final roadway alignment, from the existing public roadways to the furthest proposed model home. These improvements shall be in accordance with the engineered drawings approved by the City.

iii. Water and sewer facilities shall be installed to each lot proposed for model homes.

iv. All impact fees and utility general facility charges for model homes shall be paid prior to the issuance of building permits for the model homes.

vi. Fire protection features, including access, hydrants, and fire flow, must be provided in accordance with GHMC Chapter 15.16 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection features may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel.

vii. Traffic mitigation fees for all model homes shall be paid as required by law or as agreed by the City and the Developer as to the Residential Area.

C. In addition to the foregoing requirements, each residential building permit application for a model home shall include the following submittals:

i. Building plot plans showing the locations of the proposed model homes with distances indicated from the proposed final plat lot lines.

ii. Overall site plan showing the temporary improvements specific to the model homes such as the location of signage, flags,

banners, fencing, landscaping, and impervious surfaces such as parking areas and sidewalks.

D. A final and complete Certificate of Occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

i. The Developer and Homebuilder have complied with applicable state law with regard to any agreements to transfer, sell, or lease property within the preliminary plat prior to final plat recording.

ii. All Building and Fire Safety requirements have been met to the satisfaction of the City's Building and Fire Safety Director. Construction of roadway and transportation improvements necessary to provide safe public access to the model homes from the existing public roadways shall be constructed in accordance with the engineered drawings, prepared by the Engineer of Record, as well as in compliance with the City Public Works Standards. The City Engineer shall have sole discretion to determine the definition of safe public access. In addition, all applicable requirements of the Public Works Standards shall be complied with to the satisfaction of the City Engineer.

iii. Driveway approaches for each model home requesting occupancy have been installed.

iv. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction.

v. Completion of miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards.

vi. Completion of miscellaneous work to provide access for maintenance or operation of underground utilities.

E. Prior to final plat approval, either the Developer or Homebuilder shall submit two (2) copies of a plot plan delineating the as-built location of the model home on the lot. The corners of the lot shall be set by a registered professional land surveyor prior to commencement of construction.

F. The model homes and all associated improvements, including any parking lot, shall be removed within six (6) months after the last to occur of the following events:

i. Preliminary plat approval has expired and no extension has been granted, and

ii. The portion of the Residential Area within which the model home is located has been denied final plat approval and either all appeal periods have been exhausted without the commencement of an appeal or all appeals have been dismissed or otherwise resolved.

3. Other Provisions. All other provisions of the Development Agreement shall remain in full force and effect. The Development Agreement, as amended by this Amendment, is hereby confirmed and ratified.

(Remainder of page intentionally left blank.)

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

HARBOR HILL LLC, a Washington limited liability company **CITY OF GIG HARBOR**, a Washington municipal corporation

By: _____

Jon Rose
Its President

Date: _____

By: _____

Jill Guernsey
Its Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBITS:

A - Legal Description of the Property
I - Revised Phasing Plan

STATE OF WASHINGTON)
: ss.
COUNTY OF KITSAP)

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

DATED: April 28, 2014



Printed: Michelle S. Verlander
NOTARY PUBLIC in and for Washington
Residing at: Bremerton
My appointment expires: 6-9-2016

STATE OF WASHINGTON)
: ss.
COUNTY OF PIERCE)



I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as 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.

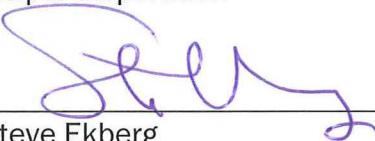
DATED: _____

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

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

HARBOR HILL LLC, a Washington limited liability company **CITY OF GIG HARBOR**, a Washington municipal corporation

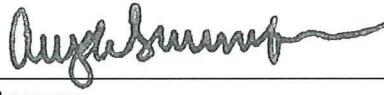
By: _____
Jon Rose
Its President
Date: _____

By: 
Steve Ekberg
Its Mayor Pro Tem
Date: 4/29/04

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBITS:

A - Legal Description of the Property
I - Revised Phasing Plan

STATE OF WASHINGTON)
: ss.
COUNTY OF KITSAP)

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

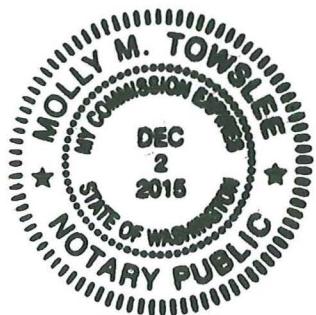
DATED: _____

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

STATE OF WASHINGTON)
: ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Steve Ekberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as 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: April 29, 2014



Molly M. Towslee
Printed: Molly M. Towslee
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 12/2/17

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

RESIDENTIAL AREA

TAX PARCEL NUMBERS 4003100010 THROUGH 4003100690
TAX PARCEL NUMBERS 4003100720 THROUGH 4003100750
TAX PARCEL NUMBERS 4003100770 THROUGH 4003100880

LOTS 1 THROUGH 79 INCLUSIVE, EXCEPT THEREFROM LOTS 70,71, and 76, TRACTS 950
THROUGH 957 INCLUSIVE, AND TRACT X OF THE HARBOR HILL PHASE S-9 FINAL PLAT
AND PLANNED RESIDENTIAL DEVELOPMENT RECORDED UNDER PIERCE COUNTY
AUDITOR'S FILE NUMBER 201312045001.

TAX PARCEL NUMBERS 40031106010 THROUGH 4003110700

LOTS 1 THROUGH 63 INCLUSIVE, TRACT 100, AND TRACTS 944 THROUGH 949
INCLUSIVE, OF THE HARBOR HILL DIVISION N-1 FINAL PLAT AND PLANNED RESIDENTIAL
DEVELOPMENT RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NUMBER
201312045002.

TAX PARCEL NUMBER 0222311000

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 22
NORTH, RANGE 2 EAST W.M., EXCEPT ROADS, PIERCE COUNTY WASHINGTON.

COMMERCIAL AREA

TAX PARCEL NUMBER 4002470011

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A
PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE
2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORtherly OF
THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID
LOT 1, THENCE NORTH $77^{\circ}06'13''$ WEST 644.52 FEET TO AN ANGLE POINT IN THE WEST
LINE OF SAID LOT 1;
THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES:

THENCE NORTH 88° 22'24" WEST 110.70 FEET;
THENCE NORTH 05° 55'53" EAST 181.58 FEET;
THENCE SOUTH 88° 22'24" EAST 33.73 FEET;
THENCE NORTH 14° 26'00" EAST 232.65 FEET;
THENCE SOUTH 48° 15'42" EAST 247.61 FEET;
THENCE NORTH 77° 19'55" EAST 95.23 FEET;
THENCE NORTH 37° 16'34" EAST 168.29 FEET;
THENCE SOUTH 88° 22'24" EAST 177.38 FEET TO A POINT ON A 766.00 FOOT CURVE TO
THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 64° 21'11" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 358.65 FEET, THROUGH
A CENTRAL ANGLE OF 26° 49'36";
THENCE SOUTH 01° 10'47" WEST 189.56 TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470012

THAT PORTION OF LOT 1, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF
RECORDED UNDER AUDITOR'S FILE NUMBER 200605235007, SAID LOT 1 BEING A
PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE
2 EAST, W.M., PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 LYING 287.61 NORTHERLY OF
THE SOUTHEAST CORNER OF SAID LOT 1, AS MEASURED ALONG THE EAST LINE OF SAID
LOT 1, THE FOLLOWING COURSES:
THENCE SOUTH 01° 10'47" WEST 287.61 FEET;
THENCE NORTH 88° 22'24" WEST 631.54 FEET;
THENCE NORTH 01° 15'21" EAST 412.28 FEET TO AN ANGLE POINT IN SAID BOUNDARY;
THENCE DEPARTING SAID BOUNDARY SOUTH 77° 06'13" EAST 644.52 FEET TO THE
POINT OF BEGINNING.

TAX PARCEL NUMBER 4002470030

LOT 3, BUSINESS PARK AT HARBOR HILL, PER THE PLAT THEREOF RECORDED UNDER
AUDITOR'S FILE NUMBER 200605235007, SAID LOT 3 BEING A PORTION OF THE
NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22
NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON.

TAX PARCEL NUMBER 4002470042

Real property in the County of Pierce, State of Washington, described as follows:
THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS
PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE

COUNTY, WASHINGTON UNDER RECORDING NO. 200710195003 FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL DRIVE;

THENCE NORTH $1^{\circ} 10'47''$ EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH $1^{\circ} 10'47''$ EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH $88^{\circ} 15'35''$ EAST ALONG THE NORTHERLY BOUNDARY 585.60 FEET TO THE EASTERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH $05^{\circ} 02'54''$ WEST 12.02 FEET;

THENCE SOUTH $27^{\circ} 57'14''$ WEST 112.58 FEET;

THENCE SOUTH $01^{\circ} 33'50''$ EAST 199.54 FEET;

THENCE SOUTH $00^{\circ} 23'25''$ WEST, 110.52 FEET TO THE SOUTHERLY BOUNDARY OF THE PARCEL;

THENCE NORTH $88^{\circ} 49'13''$ WEST, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

(ALSO KNOWN AS LOT 4 PARCEL B OF RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200805135014).

TAX PARCEL NUMBER 4002470052

Real property in the County of Pierce, State of Washington, described as follows:

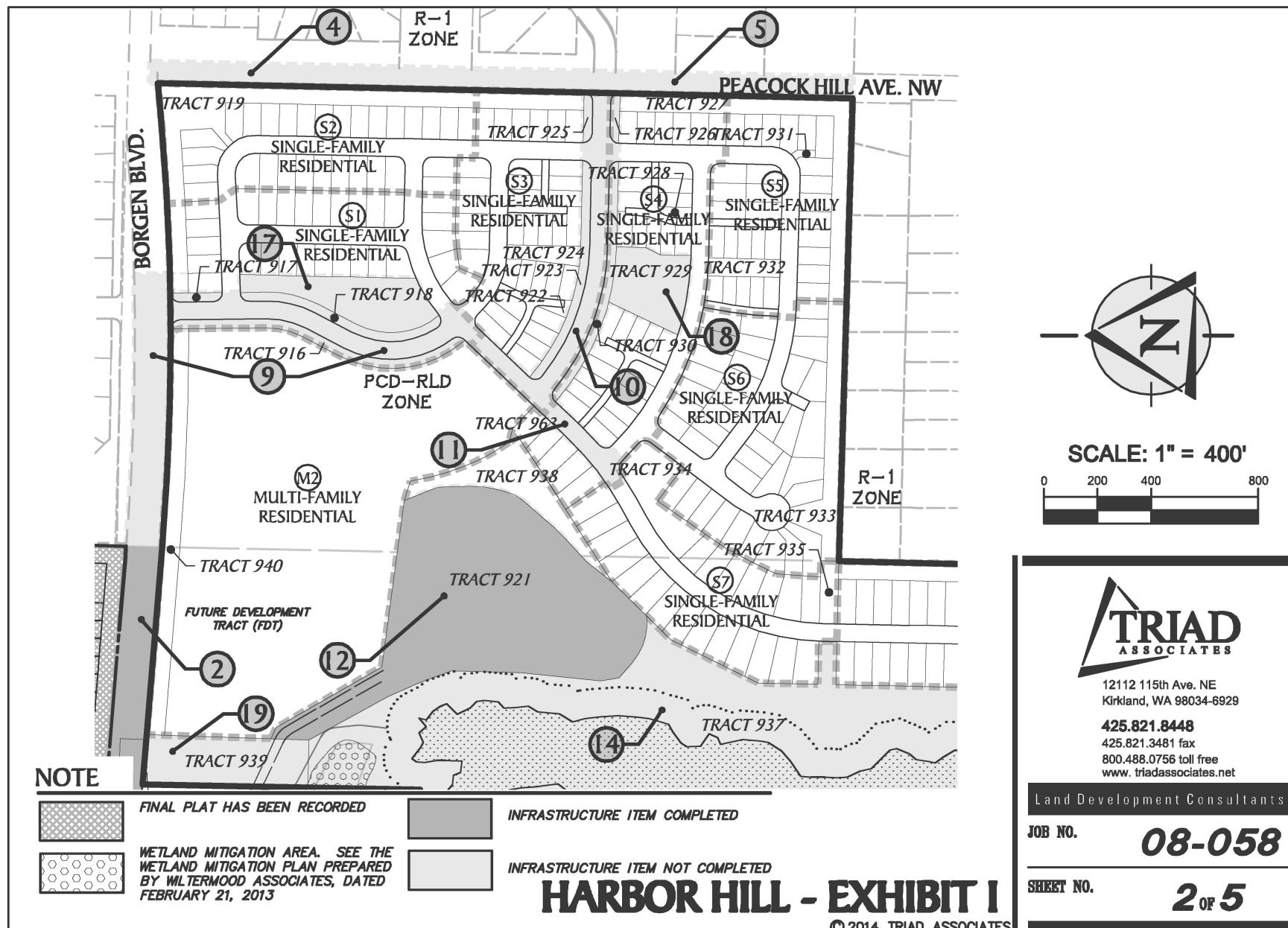
LOT 5, BUSINESS PARK AT HARBOR HILL, ACCORDING TO THE PLAT THEREOF ON FILE UNDER RECORDING NO. 200605235007 RECORDS OF PIERCE COUNTY, WASHINGTON. EXCEPT THE SOUTH 113.00 FEET THEREOF.

(WHICH WAS FORMERLY KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200710195003).

ALSO EXCEPT THE NORTH 180.00 FEET THEREOF.

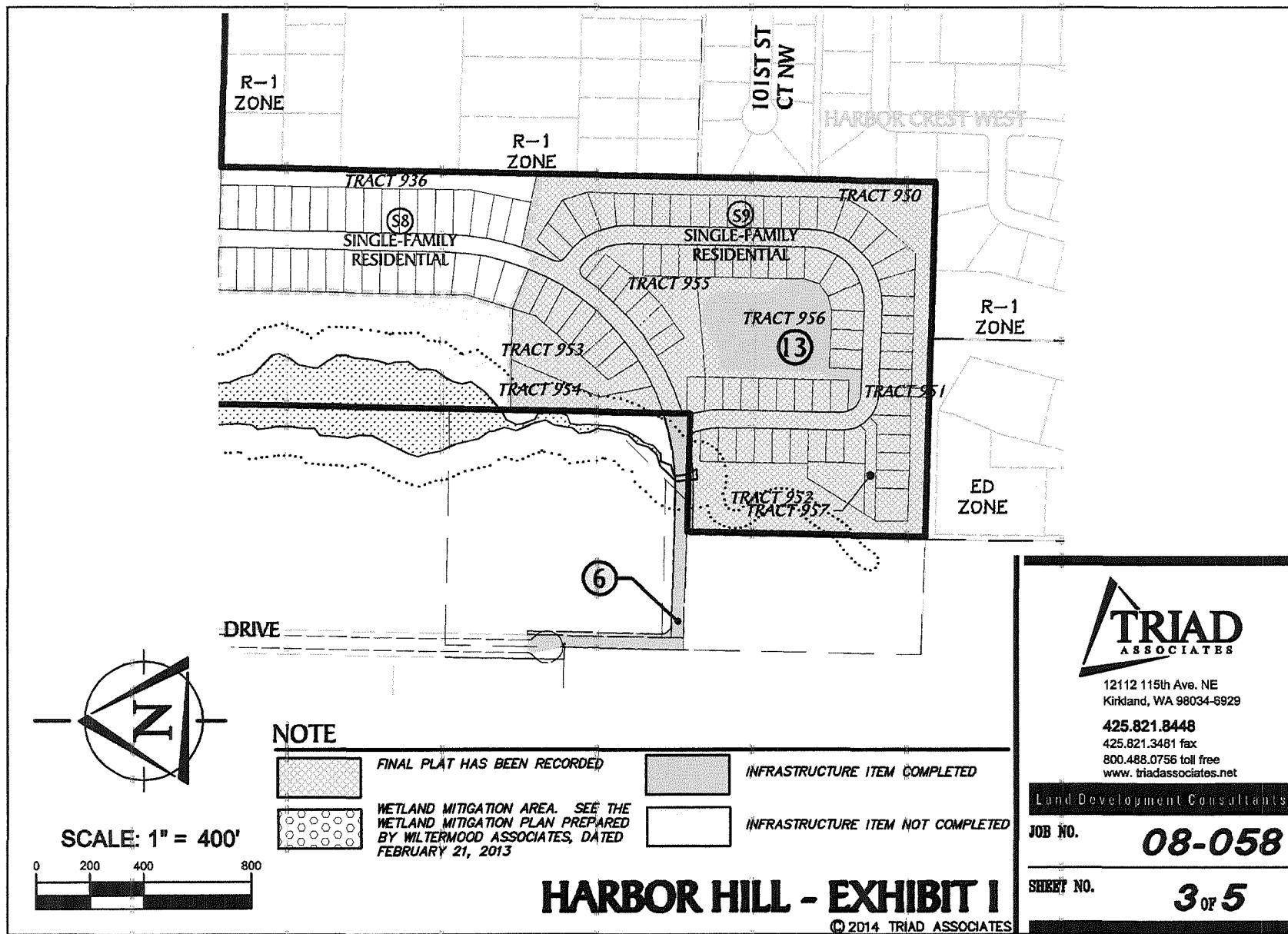
(ALSO KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 201303155004).

EXHIBIT I
REVISED PHASING PLAN



HARBOR HILL - EXHIBIT I

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INFRASTRUCTURE SEQUENCE

INFRASTRUCTURE		DEVELOPMENT PHASE															
		FDT		SFR NORTH					SFR SOUTH								
		M1	M2	N1	N2	N3	N4	N5	S1	S2	S3	S4	S5	S6	S7	S8	S9
Dwelling Units		172	98	63	37	36	65	26	28	29	32	37	30	38	21	33	79
ROADS	1. Borgen Blvd Frontage – West	X	..	..	..	..	..	..			
	2. Borgen Blvd Frontage - East	..	X						..	..	..	..	..	..	..	..
	3. Roundabout on Borgen	X	X	..	..	..	..						
	4. Peacock Hill Ave Frontage – North								X	..	..				
	5. Peacock Hill Ave Frontage - South								..	..	X	X					
	6. Harbor Hill Dr Off-Site														X	X	
	7. North Parkway south section	X		X	X	X	X	X									
	8. North Parkway north section			..	..	X	X										
	9. South Parkway north section/ Borgen Blvd		X						X	X	..	..	..	X	X		
	10. South Parkway south section								..	..	X	X	X	..	..
	11. South Parcel Collector stub									X	X	..	X	X			
STORM PONDS	12. Detention North (Tract 921)	X	X	X	X	X	X	X	X	X	X	X	X	X			
	13. Detention South (Tract 956)													X	X	X	
OPEN SPACE/ PARKS	14. South Wetland /Loop Trail (Tract 937, (Tracts 953, 954)		..												X	X	X
	15. North Central park (Parcel E - Per Final Plat)	X		X	X	X	X	X									
	16. North Wetland Park (Tracts 911-913)	..		..	..	..	X	X									
	17. South Connector Park (Tract 920)								X	X							
	18. South Central Park (Tract 929)										X	X	..	..	
	19. Gateway Park (Tract 939)		X														

COMPLETED ITEM

COMPLETED ITEM, AS REVISED

COMPLETED ITEM

COMPLETED ITEM

COMPLETED ITEM

COMPLETED ITEM

COMPLETED ITEM

COMPLETED ITEM



12112 115th Ave. NE
Kirkland, WA 98034-6928

425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassociates.net

Land Development Consultants

JOB NO. 08-058

SHEET NO. 4 OF 5

HARBOR HILL - EXHIBIT I

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INFRASTRUCTURE SEQUENCE NOTES

1. "X" MEANS THAT INFRASTRUCTURE MUST BE COMPLETED PRIOR TO OR CONCURRENT WITH DEVELOPMENT PHASE.
- 2.".." MEANS CUMULATIVE TRIGGER. THE NOTED INFRASTRUCTURE IMPROVEMENT MAY BE TRIGGERED BY A NUMBER OF THE INDICATED PARCELS COMING ONLINE AHEAD OF THE PRIMARY PARCEL REQUIRING THE IMPROVEMENT. THIS WILL BE DETERMINED IN CONSULTATION WITH THE CITY DURING THE PRE-APPLICATION CONFERENCE FOR THE GIVEN PARCEL APPLICATION.
- 3.DEVELOPMENT OF SOME PHASES MAY DEPEND ON COMPLETION OF OTHER PHASES FOR ROAD AND UTILITY CONNECTIONS.
- 4.NUMBERING OF PHASES DOES NOT NECESSARILY INDICATE SEQUENCE OF DEVELOPMENT (EX: N3 AND N4 COULD DEVELOP BEFORE N2).
- 5.PARKWAY ROAD IMPROVEMENT INCLUDES ABUTTING OPEN SPACE TRACTS.
- 6.DURING FINAL ENGINEERING DESIGN, ALTERNATE DESIGN SOLUTIONS MAY BE BROUGHT FORWARD. THESE MAY BE APPROVED IF, AND ONLY IF, STAFF FIND THAT THE ALTERNATE DESIGN SOLUTION IS FUNCTIONALLY EQUIVALENT TO THE PRELIMINARY DESIGN SHOWN IN THE PRELIMINARY PLAT/PRD PLANS. FOR EXAMPLE, TEMPORARY STORM DRAINAGE DETENTION COULD BE PROPOSED IF IT PROVIDED EQUIVALENT FLOW DETENTION MITIGATION TO WHAT WAS PROPOSED IN THE PRELIMINARY PLAT/PRD AS LONG AS THERE WAS A MEANS TO DIVERT FLOWS TO THE PERMANENT POND WHEN THE PHASING REQUIRED IT TO BE CONVERTED TO PERMANENT DETENTION.
- 7.INFRASTRUCTURE ITEM NO. 9 IN TABLE INCLUDES THE ASSOCIATED BORGEN BLVD IMPROVEMENTS.
- 8.INFRASTRUCTURE ITEMS 14 AND 16 MAY BE COMPLETED IN PHASES.

CONSTRUCTION PHASING CLARIFICATION

PERMIT NUMBER EN-11-0053 CONSISTS OF FOUR CONSTRUCTION PHASES; 1A, 1B, 1C, 1D.

CONSTRUCTION PHASE 1A INCLUDES INFRASTRUCTURE ITEMS 1, 3, 15 AND 19, THE MAJORITY OF ITEM 2 AND A PORTION OF ITEM 7.

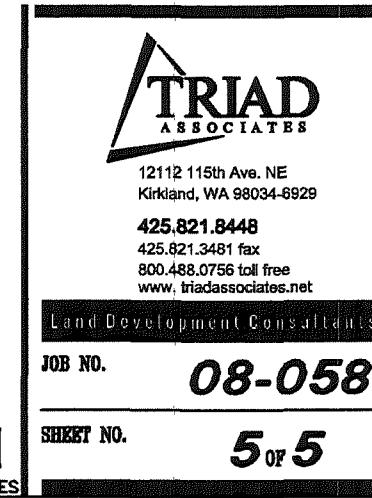
CONSTRUCTION PHASE 1B INCLUDES INFRASTRUCTURE ITEM 12 AND THE REMAINDER OF ITEMS 2 AND 7.

CONSTRUCTION PHASE 1C INCLUDES DEVELOPMENT PHASE N1.

CONSTRUCTION PHASE 1D INCLUDES DEVELOPMENT PHASE N2 AND INFRASTRUCTURE ITEM 8.

PERMIT NUMBER EN-12-0069 INCLUDES DEVELOPMENT PHASE S9 AND INFRASTRUCTURE ITEMS 6 AND 13.

PERMIT NUMBER EN-12-0014 INCLUDES DEVELOPMENT PHASE M1.



HARBOR HILL - EXHIBIT I

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