

RESOLUTION NO. 1102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT WITH HARBOR HILL LLC ON 18.56 ACRES AT THE SOUTHEAST CORNER OF HARBOR HILL DRIVE AND BORGEN BOULEVARD, LEGALLY DESCRIBED AS PARCEL A, CITY OF GIG HARBOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 210303155007, 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 applied for a Development Agreement on December 22, 2016 for the real property known as Lot 6 of the Harbor Hill Business Park and identified as tax parcel No. 4002470061; and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property totaling 18.56 acres at the southeast corner of Harbor Hill Drive and Borgen Boulevard (Lot 6 of the Business Park at Harbor Hill) in the City of Gig Harbor, Pierce County, Washington, which is legally described as Parcel A, City of Gig Harbor Boundary Line Adjustment recorded under Auditor's File Number 210303155007, Pierce County, Washington; and

WHEREAS, on April 24, 2017, the City Council held a public hearing on the request to initiate the Development Agreement; and

WHEREAS, the Planning and Building Committee considered the requested development agreement on July 5th, 2017 and directed staff to take the application and associated requests to the Design Review Board for their consideration; and

WHEREAS, the Design Review Board met on July 27th, 2017 and reviewed the application and requests and requested a joint meeting with the Planning and Building Committee on August 24th; and

WHEREAS, on August 24th, 2017 a joint meeting with the Planning and Building Committee and Design Review Board occurred, and the Design Review Board made a verbal recommendation to move the project forward for the Planning and Building Committee recommendation to City Council; and

WHEREAS, the City's SEPA Responsible Official issued a Mitigated Determination of Non-Significance and Adoption of Existing Environmental Documents (MDNS) on September 14, 2017 for the Development Agreement; and

WHEREAS, on October 2nd, 2017 the Planning and Building Committee held a portion of their meeting on site to review the current conditions and made a formal recommendation to forward the requests to the full council with further discussion regarding the landscaping deviations; and

WHEREAS, on October 16th, 2017 the City Council held a work study session regarding the project and reviewed the full scope of requests, discussed the public benefits and traffic improvements being provided by the applicant, discussed allowing a minimum of five monument signs on the site, and directed staff to prepare the development agreement to allow flexibility in the landscaping retention in specific areas, while retaining other areas with more native vegetation; and

WHEREAS, on November 13th, 2017 the City Council held a public hearing on the Development Agreement and considered the resolution during a regular public meeting; and

WHEREAS, on November 27, 2017, after considering the application, the staff report and all public testimony presented, City Council approved the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement with Harbor Hill LLC, attached hereto as Exhibit A.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit F to the

Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190, on or immediately following the effective of the Development Agreement.

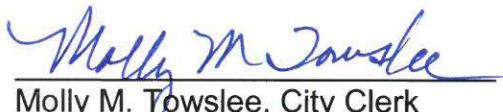
PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 27th day of November, 2017.

CITY OF GIG HARBOR



Mayor Jill Guernsey

ATTEST/AUTHENTICATED:



Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney



Angela G. Summerfield

FILED WITH THE CITY CLERK: 11/14/17
PASSED BY THE CITY COUNCIL: 11/27/17
RESOLUTION NO. 1102

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF GIG HARBOR
AND HARBOR HILL LLC
FOR
THE VILLAGE AT HARBOR HILL DEVELOPMENT**

Grantor: Harbor Hill LLC

Grantee: City of Gig Harbor

Abbreviated Legal Description:

Parcel A, City of Gig Harbor Boundary Line Adjustment recorded under Auditor's File Number 201303155004, Pierce County, Washington.

Complete legal description is at Exhibit F of document.

Assessor's Property Tax Parcel Account Numbers:

4002470061

Reference to Related Document:

None.

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF GIG HARBOR
AND HARBOR HILL LLC
FOR
THE VILLAGE AT HARBOR HILL DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND HARBOR HILL LLC FOR THE VILLAGE AT HARBOR HILL DEVELOPMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and HARBOR HILL LLC, a Washington limited liability company, hereinafter the "Developer."

RECITALS

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

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

WHEREAS, this Agreement relates to the development known as The Village at Harbor Hill, an undeveloped parcel of land except for certain storm water, utility, and transportation infrastructure improvements constructed or installed by Developer or its affiliates, which is located at the southeast corner of the intersection of Harbor Hill Drive and Borgen Boulevard in the City of Gig Harbor, Pierce County, Washington; and

WHEREAS, the Developer is the successor to OPG Properties LLC (f/k/a Olympic Property Group LLC), a Washington limited liability company, and Pope Resources, a Delaware limited partnership, as the developer and owner of the Property; and

WHEREAS, the following relevant events have occurred in connection with the processing of the Developer's applications for the City's approval of the Project:

- A. The Property was subject to that certain "Preannexation Agreement for Gig Harbor North" dated September 26, 1996 (the "Pre-Annexation Agreement"), among Pope Resources, a Delaware limited partnership (an affiliate of and predecessor to the Developer), Tucci & Sons, Inc., a Washington corporation, and the City, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 9704040094, Book 325, page 1622. To the actual current knowledge of the parties hereto, all obligations of Pope

Resources, OPG Properties LLC, and Developer arising under the Pre-Annexation Agreement have been fully satisfied.

- B. The Developer, OPG Properties LLC, Pope Resources, the City, and others have investigated the environmental condition of the Property and the environmental impacts that may be caused by the development of the Property and have prepared certain environmental reports and studies, which are listed on Exhibit A attached hereto (the "Environmental Documents").
- C. On August 11, 2003, under Resolution No. 613, the City Council voted to approve certain comprehensive plan amendments affecting the Property, expressly conditioned on the making of a development agreement, which was made by OPG Properties LLC and the City and recorded in the real property records of Pierce County, Washington, under Auditor's File No. 200308140667 and 200308140668 (the "2003 Development Agreement").
- D. The 2003 Development Agreement expired on August 11, 2008.
- E. On December 22, 2016, the Developer submitted to the City an application for the making of a new development agreement relating to the Property.
- F. On October 10, 2017, the Developer submitted to the City an application for the alteration under RCW 58.17.215 of the final plat of Business Park at Harbor Hill, which was recorded in the real property records of Pierce County, Washington, under Auditor's File No. 200605235007 (the "Plat"), to remove the requirement from the Plat that the Developer construct or install a new city collector street within the Property, connecting "the North/South Connector to Borgen Boulevard," as described in Plat Note 2 on Sheet 1 of the Plat and in Paragraph 27 of the City's Hearing Examiner's Conditions on Sheet 6 of the Plat (City Permit No. PL-PALT-17-0001).
- G. The Developer also has submitted or will submit to the City the following additional Project permit applications related to this Agreement and will be required to submit and obtain governmental approval of construction permit applications, clearing and grading permit applications, and additional Project permit applications before construction, installation, and completion of Project improvements is authorized by the City:

APPLICATION	DATE SUBMITTED	PERMIT NUMBER
Design Review	11/29/16	PL-DR-16-0226
Major Site Plan Review	Estimated 12/19/17	TBD

- H. The City has reviewed the probable adverse environmental impacts of the making of this Agreement, as required by the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), by reviewing the Environmental Documents and by making a threshold Mitigated Determination of Nonsignificance dated

September 14, 2017, which has not been appealed or modified, and a copy of which is attached hereto as Exhibit B (the “Threshold Determination”). The parties acknowledge that additional environmental review under SEPA will be required by the City prior to making any other construction, land use, or subdivision decisions relating to the Project, except to the extent that such decisions are categorically exempt from environmental review under SEPA.

- I. The Property is designated on the City’s official comprehensive plan map as shown on the drawing attached hereto as Exhibit C and is zoned on the City’s official zoning map as shown on the drawing attached hereto as Exhibit D. Neither Exhibit C nor Exhibit D is intended to modify the City’s maps, and in the event of any inconsistency between Exhibit C and the City’s comprehensive plan map or between Exhibit D and the City’s official zoning map, the City’s maps shall control.
- J. The Developer has reserved with the City, for the benefit of the Property, sewer and water service capacity for 78 ERU’s within the Property and transportation capacity for 616 peak hour vehicle trips within the Property, as evidenced by capacity reservation certificates issued by the City to the Developer (the “Capacity Reservation Certificates”). In addition, the City has prepared a transportation facility capacity evaluation in connection with the development of the Property.
- K. After a public hearing on November 27, 2017, by its adoption of Resolution No. 1102, the City Council authorized the Mayor to make this Agreement with the Developer.

Now, therefore, the parties hereto agree as follows:

AGREEMENT

Section 1. The Project. The Project is the development and use of the Property as described on Exhibit E attached hereto.

Section 2. The Property. The Property consists of 18.56 acres and is legally described in Exhibit F attached hereto and incorporated herein by this reference. The Property is located within the incorporated limits of the City. The Property is graphically depicted on the drawing attached hereto as Exhibit G (the “Property Map”).

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

- A. “Adopting Resolution” means the resolution that approves this Agreement, as required by RCW 36.70B.200.

- B. “Applicable Land Use Regulations” means the ordinances adopted by the City Council of Gig Harbor and in effect on the Vesting Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, Design Guidelines, Public Works Standards, SEPA Regulations, Concurrency Ordinance for water, wastewater, and transportation facilities, park regulations, storm water management codes and storm water management and site development manuals, clearing and grading codes, and all other ordinances, codes, rules, and regulations of the City establishing subdivision and land use standards, as modified or varied by the City to the extent authorized under the Applicable Land Use Regulations for planned residential developments, planned unit developments, and otherwise, provided, however, that Applicable Land Use Regulations does not include building codes, regulations governing taxes and impact fees, and regulations defining the term “ERU.”
- C. “Certificate of Occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.
- D. “City Engineer” means the City’s Engineer and his or her designee.
- E. “Civil Permit” means any ministerial, nondiscretionary City permit approved by the City Engineer and authorizing clearing and grading, landscaping improvements, the construction of roads, bridges, storm water facilities, or utility facilities, or other construction work, such as those issued under the authority of GHMC Chapters 12.06 and 12.08, except any building permit. “Civil Permit” does not include any landscaping improvements required by GHMC Titles 16, 17, or 18 and approved by the Director.
- F. “Code” means the Gig Harbor Municipal Code, as adopted by the City.
- G. “Design Guidelines” means the Gig Harbor Design Manual, as adopted by the City.
- H. “Development Standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3), as established or modified by this Agreement. The Development Standards applicable to the Project are described below.
- I. “Director” means the City’s Planning Director.
- J. “Effective Date” means the effective date of the Adopting Resolution.

K. "Landowner" is the party who has acquired any portion of the Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. Notwithstanding the foregoing, a Landowner shall not be a party to or beneficiary of this Agreement, shall not be a successor or assign of the Developer, and shall have no rights regarding the enforcement, interpretation, amendment, or termination of this Agreement, unless the Developer shall assign such rights to such Landowner in an instrument recorded in the real property records of Pierce County, Washington.

L. "Plat" is defined in Recital F.

M. "Project" is defined in Section 1.

N. "Property" is defined in Section 2.

O. "Vesting Date" means December 22, 2016.

Section 4. Exhibits. Exhibits to this Agreement are attached hereto and incorporated herein and include the following:

Exhibit A – List of Environmental Documents

Exhibit B – Copy of Threshold Determination

Exhibit C – Map of Current Comprehensive Plan Designations

Exhibit D – Map of Current Zoning Designations

Exhibit E – Project Description

Exhibit F – Legal Description of the Property

Exhibit G – Property Map

Exhibit H – List of Modified City Development Standards

Exhibit I – Map of Village at Harbor Hill Phasing Plan

Exhibit J – Map of Future RRFB Installation Locations

Exhibit K – Map of Shaw Park Expansion Area, Shaw Park Access Easement Area, and Shaw Park Parking Easement Area

Exhibit L – Map of Tree Retention Areas

Exhibit M – Copies of Landscape Drawings Presented to City

Exhibit N – Map of Potential Monument Sign Locations

Section 5. Project Is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 6. Term of Agreement.

A. The term of this Agreement shall commence upon the date of mutual execution and delivery of this Agreement by the City and the Developer and shall continue for a period of twenty (20) years (the "Development Period") unless terminated as

provided herein. Following the expiration or termination of this Agreement, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

B. Any Civil Permit shall not expire or terminate until the date that is two (2) years after the issuance of such approval or permit. This subsection shall not apply to any building permit.

Section 7. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, the Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the exhibits hereto, or as expressly consented thereto by the Developer.

Section 8. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines, and other Development Standards for development of the Property shall be as follows:

A. The Development Standards shall include (1) The Project description as set forth on Exhibit E attached hereto and incorporated herein by this reference, (2) the Applicable Land Use Regulations, (3) the building codes and clearing and grading codes under which the review of the Project is vested under RCW 19.27.095, RCW 58.17.033, and other applicable laws, (4) the permits and approvals identified herein, (5) the other Development Standards expressly set forth in this Agreement, and (6) the Development Standards expressly set forth in all other exhibits incorporated herein. The permitted uses of all or any portion of the Property are the uses described on Exhibit E attached hereto. The parties have used reasonable efforts to identify on Exhibit H attached hereto the City development standards that are modified by this Agreement, but Exhibit H is not intended to govern to the extent that it either omits any modified development standard or conflicts with any other provision of this Agreement.

B. The following minimum required setbacks shall apply:

Yard	Minimum Required Setback
Front yard located on Harbor Hill Drive or Borgen Boulevard	20 feet
Rear yard located south of any Project building	10 feet

Rear yard located east of any Project building	20 feet
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C. The Applicable Land Use Regulations, including without limitation GHMC Chapter 17.78, shall govern landscaping requirements except to the extent the City's Design Review Board and Planning Director may approve different landscaping requirements. The Developer shall use commercially reasonable efforts to prevent the spread of noxious weeds within the Property and to remove Scotch broom and blackberries along buffer area perimeters. The Developer may at its option remove all landscaping from the Property except (1) within the areas that are designated "Tree Retention Areas" on Exhibit L attached hereto and incorporated herein by this reference, in which areas the Developer shall retain trees except as noted on Exhibit L, and (2) wetland buffer areas, in which the removal of any landscaping shall be governed by Gig Harbor Municipal Code Chapter 18.08 in effect on the Vesting Date. The Developer shall establish new landscaping before completion of the Project in a manner that is consistent with the buffer plans, landscape plans, and buffer sections presented by the Developer to the City Council at its work study session on October 16, 2017, copies of which are on file with the City and attached hereto as Exhibit M. The Developer is encouraged to reduce the number and height of retaining walls within the Property.

D. There shall be no required minimum lot area.

E. The Developer has reserved with the City, for the benefit of the Property, sewer and water service capacity for 78 ERU's within the Property and transportation capacity for 616 peak hour vehicle trips within the Property, as evidenced by capacity reservation certificates issued by the City to the Developer (the "Capacity Reservation Certificates").

F. Because the Developer or its predecessors OPG Properties LLC and Pope Resources completed the construction and installation of storm water management facilities as required by the City in connection with its approval of the Plat in or before May 2006, which facilities serve all lots within the Plat, including the Property, and because applications relating to the development of the lots within the Plat were submitted to the City by the Developer or its predecessors or successors prior to January 1, 2017, and construction started within those lots before January 1, 2022, no additional off-site storm water management facilities shall be required in connection with the development of the Property, and additional on-site storm water management facilities shall be limited to conveyance facilities and not detention or retention facilities.

G. The Project may include up to five (5) monument signs or such greater number as may be permitted under the Gig Harbor Sign Code, GHMC Chapter 17.80, in effect on the Vesting Date. The monument sign locations that the Developer currently is considering are graphically depicted on the map attached hereto as Exhibit N.

Section 9. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto, including without limitation modifications proposed

between preliminary plat and final plat decisions, may be approved in accordance with the provisions of the City's Code, including without limitation GHMC 16.05.006, 17.89.120, and Chapter 19.01, and shall not require an amendment to this Agreement.

Section 10. Further Discretionary Actions. The Developer acknowledges that the Applicable Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Applicable Land Use Regulations.

Section 11. Financing of Public Facilities.

A. The City may pursue the use of a local improvement district and other similar project-related public financing mechanism for financing the construction, improvement, or acquisition of public infrastructure, facilities, lands, and improvements to serve the Property, whether located within or outside the Property. The Developer acknowledges and agrees that it shall pay its pro-rata share of the costs of public improvements to be financed thereby.

B. For reimbursement of expenses incurred by the Developer associated with the Project, the Developer may apply for a latecomer reimbursement agreement in accordance with the state law and local ordinances. Nothing in this Agreement prevents all or any portion of the Property from being included in a benefit assessment area under a latecomer reimbursement agreement if requirements under applicable state law and local ordinances are met.

Section 12. Applicable Land Use Fees, Impact Fees, and General Facility Charges.

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

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in GHMC Chapter 19.12. The parties agree that payment of any impact fee or general facility charge relating to the development of the Property shall be required at the later of (1) the time the City issues a building permit for the construction of the building to which the impact fee or facility charge relates, or (2) the time required by the City in its regulations.

Section 13. Phasing of Development.

A. Generally. The Project may be completed in up to three (3) phases, which are depicted generally on the Village at Harbor Hill Phasing Plan attached hereto as

Exhibit I. Phasing is subject to compliance with the requirements of SEPA regarding phased environmental review, and each phase must provide adequate access, parking, and utility facilities. The Developer shall develop only complete phases, not portions of any phase. Revisions that would increase the number of phases or modify any Development Standard require City Council approval in the form of an amendment to this Agreement. Revisions to phase boundaries or to the locations or numbers of buildings within any phase require the approval of the Director. The Developer may construct or install greater infrastructure improvements than are required for any phase in its discretion, as where greater infrastructure improvements may give the Developer an economy of scale.

B. Allocation of Conditions and Mitigation Measures Among Phases. With respect to Project conditions, mitigation measures, and other requirements applicable to each phase, the City and the Developer shall discuss and use reasonable efforts to negotiate the conditions, mitigation measures, and other applicable requirements applicable to each phase, subject, however, to the authority of the City to exercise its legal authority to allocate such conditions, mitigation measures, and other requirements among the phases. The parties acknowledge that, because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents and other occupants of the Project.

C. Transportation Improvements. Transportation improvements required as a condition of City approval of any Project permit except Rectangular Rapid Flashing Beacons ("RRFBs") shall be completed prior to the date on which the City approves the final plat of the phase for which the transportation improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit. In order to enhance the safety of pedestrians walking across public streets for access to and from the Property, the Developer shall install pedestrian street crossings using RRFBs at the locations shown on Exhibit J attached hereto before the earlier of either issuance by the City of a final and complete certificate of occupancy for the final building to be constructed within Phase 1 or the commencement of construction of any buildings within Phases 2 or 3 as shown on the Village at Harbor Hill Phasing Plan attached hereto as Exhibit I, as it may be amended.

D. Potable Water and Fire Flow Facilities. On-site potable water and fire flow facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required, provided, however, that on-site fire flow facilities shall be completed before the City issues a building permit for any combustible structure.

E. Sewer Facilities. On-site sewer facilities required as a condition of approval of any Project permit shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

F. Storm Water Improvements. Storm water improvements required as a condition of City approval of any Project permit shall be completed prior to the date on which the City approves the final plat of the phase for which the storm water improvements are required, but if no plat is required, then the improvements shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

G. Utilities. Utility facilities, other than sewer, storm sewer and water facilities, required as a condition of approval of any Project permit, shall be completed before the City issues a Certificate of Occupancy for any building for which the facilities are required.

H. Parks and Open Space.

i. Parks and open space facilities required as a condition of approval of any Project permit shall be completed or bonded prior to the date on which the City approves the final plat of the phase for which the facilities are required, but if no plat is required, then the facilities shall be completed prior to issuance of a Certificate of Occupancy for any building authorized under the Project permit.

ii. In consideration of the making of this Agreement, the Developer shall (a) improve as a public park to the standards of Shaw Park, in accordance with plans and specifications reasonably approved by the City, and convey to the City that portion of the Property graphically depicted on Exhibit K attached hereto (the "Shaw Park Expansion Area"), which abuts Shaw Park, (b) convey to the City a nonexclusive easement for motor vehicle ingress and egress (the "Shaw Park Access Easement") within that portion of the Property that is graphically depicted on Exhibit K attached hereto (the "Shaw Park Access Easement Area"), for the benefit of Shaw Park and the Shaw Park Expansion Area, and (c) convey to the City a nonexclusive easement for motor vehicle parking in eight (8) uncovered exterior parking stalls (the "Shaw Park Parking Easement") within that portion of the Property that is graphically depicted on Exhibit K attached hereto (the "Shaw Park Parking Easement Area"), for the benefit of Shaw Park and the Shaw Park Expansion Area. The foregoing conveyances shall be completed within ninety (90) days after (1) the City has issued a final and complete certificate of occupancy for any building within the Property, (2) any business located within the building has commenced operations and is doing business with the public, and (3) a final plat or boundary line adjustment establishing the dedicated public land as a separate legal lot, tract, or parcel of land has been recorded in the real property records of Pierce County, Washington. The final legal descriptions of the Shaw Park Expansion Area, Shaw Park Access Easement Area, and Shaw Park Parking Easement Area shall be prepared by the Developer, shall be consistent with those areas as graphically depicted on Exhibit K attached hereto, and shall be subject to the City's approval.

I. Bonds. Notwithstanding the foregoing, in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat, final planned residential development, or final binding site plan, the Director or City Council may accept a bond, approved as to form by the City Attorney, in an amount and with

surety and conditions satisfactory to it, or other secure method, providing for and securing to the City the actual construction and installation of such improvements within a period specified by the City and expressed in the bond.

Section 14. Dedication of Public Lands.

A. All conveyances of fee ownership of public lands from the Developer to the City shall be by statutory warranty deed subject to all matters of record that are either disclosed by that certain preliminary commitment issued by First American Title Company dated October 25, 2017 (Order No. 4269-2962090), except Items 1 and 3 of Schedule B Section II, or are subsequently approved by the City in its reasonable discretion, and matters that a visual inspection and ALTA/NSPS land title survey would disclose, provided, however, that no conveyance shall be subject to any deed of trust, mortgage, or other monetary lien.

B. The Developer shall dedicate all public lands required in any subsequent decision of the City regarding the Project upon the recording of a final plat or boundary line adjustment establishing the dedicated public land as a separate legal lot, tract, or parcel of land, unless a longer time period is provided in this Agreement or in any approval or permit granted by the City to the Developer or is required by the City for any reason.

Section 15. Default.

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

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

Section 16. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 17. Termination. This Agreement shall terminate upon (A) the expiration of the term identified in Section 6.A or when the Property has been fully developed and

sold by the Developer to Landowners, whichever first occurs, and (B) all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney. Upon the City's issuance of a final and complete Certificate of Occupancy for any building within any portion of the Property, the description of the Property subject to this Agreement shall be deemed amended to exclude such portion, and any successor owner of such portion shall be released from all liabilities, obligations, and other covenants arising under this Agreement, and shall have no rights under this Agreement; provided, however, that the foregoing shall not release the Developer from any liability or obligation arising under this Agreement.

Section 18. Effect of Termination on the Developer Obligations. Termination of this Agreement shall not affect any of the Developer's obligations to comply with the requirements of any applicable zoning code or subdivision map or other applicable land use entitlement or regulation, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 19. Effects of Termination on City. Upon any termination of this Agreement as to the Developer of the Property or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then-existing planning and zoning laws).

Section 20. Assignment and Assumption.

A. The Developer shall have the right to assign all or any portion of its rights, liabilities, and obligations under this Agreement, subject to the conditions of Section 20.B.

B. The Developer shall be released of all liabilities and obligations under this Agreement as to any portion of the Property upon its assignment of all such liabilities and obligations to any successor developer and owner of such portion of the Property if the following conditions are met: (i) the Developer provides ten (10) business days advance written notice of the assignment to the City; and (ii) the assignee assumes in writing all liabilities and obligations of the Developer under this Agreement as to such portion of the Property. If the conditions for release are met under this subsection, then from and after the date of such assignment, the Developer shall have no further liability or obligation under this Agreement as to the portion of the Property to which the assignment relates (except to the extent the Developer has an equitable interest in assignee) and the assignee shall exercise the rights and perform the obligations of the Developer under this Agreement as to such portion.

C. This Agreement is made and entered into for the sole benefit and protection of the Developer, the City, and their respective successors and assigns, and no other person shall have any right of action based upon any provision of this Agreement, except

as expressly provided otherwise in this Agreement. There are no third party beneficiaries of this Agreement.

Section 21. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land, and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

Section 22. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by the mutual consent of the City and the Landowner or Landowners of each portion of the Property that would be affected by the amendment, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Property during the term of this Agreement, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Property after termination of this Agreement.

Section 23. Notices. Notices, demands, correspondence to the City and the Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the following addresses:

If to the Developer:

Harbor Hill LLC
Attn: President
19950 Seventh Avenue N.E., Suite 200
Poulsbo, WA 98370

If to the City:

City of Gig Harbor
Attn: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 24. Reimbursement for Agreement Expenses of the City. The Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by the Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff, legal and consultant costs not otherwise included within application fees. Such payment of all fees shall be made, at the latest, within thirty (30) days after the City's presentation of a written statement of charges to the Developer. In the event the Developer fails to pay the fees within the 30-day period, the City may declare the Developer in default and terminate this Agreement after 30 days written notice if the default is not timely cured.

Section 25. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 26. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to the Developer and/or Landowner(s). In such event, the Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

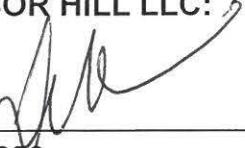
Section 27. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof.

Section 28. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington that became effective after the Vesting Date, such invalidity shall not affect the validity of the remainder of this Agreement.

(Remainder of page intentionally left blank.)

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

HARBOR HILL LLC:

By: 
Jon Rose
Its President
Date: 11.20.17

CITY OF GIG HARBOR

By: 
Jill Guernsey
Its: Mayor
Date: 11/28/17

ATTEST:


Holly Dowdlee
City Clerk

APPROVED AS TO FORM:


Augie Swanson
City Attorney

STATE OF WASHINGTON)
COUNTY OF HITSAP)
) ss.
)

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: 11.20.17

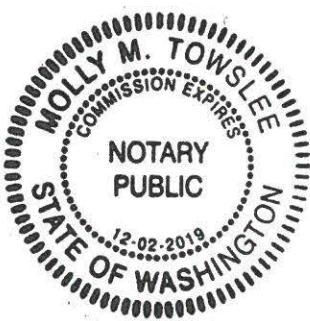



Printed: SARAH J. STEFFEN
NOTARY PUBLIC in and for Washington
Residing at: Poulsbo
My appointment expires: 12.15.18

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: November 28, 2017



Molly M. Towslee

Printed: Molly M. Towslee

NOTARY PUBLIC in and for Washington

Residing at: Gig Harbor

My appointment expires: 12/2/19

EXHIBIT A

List of Environmental Documents

1. Harbor Hill Wetland Buffer Mitigation Plan dated July 27, 2017 and prepared by Ecological Land Services.
2. Grette and Associates Technical Memorandum on the Village at Harbor Hill Wetland Rating Assessment and Buffer Mitigation Plan dated September 13, 2017.
3. Concurrency Request and Transportation Assessment dated November 2016 and prepared by Transpo Group.
4. Traffic Concurrency Report from David Evans and Associates –Village at Harbor Hill RERUN, Dated June 16, 2017.
5. SEPA Environmental Checklist dated September 7, 2017.
6. Department of Ecology letter dated December 29, 2016.

EXHIBIT B

Copy of Threshold Determination

(See attached pages.)



DEVELOPMENT SERVICES

Mitigated Determination of Nonsignificance (MDNS) and Adoption of Existing Environmental Documents W.A.C. 197-11-965, 197-11-970

Environmental Review Application No.: PL-SEPA-16-0020

Parcel Numbers: 4002470061

Action: Development Agreement

Proposal: The proposal is a non-project, legislative action to enter into a development agreement, submitted by Harbor Hill LLC, for 18.56 acres at the south-east corner of Harbor Hill Drive and Borgen Boulevard (Lot 6 of the Business Park at Harbor Hill).

Location: 11011 Harbor Hill Drive
Gig Harbor, WA 98332

Proponent: OPG Properties LLC
5727 Baker Way, Suite 103
Gig Harbor, WA 98332

I. DESCRIPTION OF PROPOSAL:

The proposed non project action involves a request to enter into legislative action on a development agreement. The proposed development agreement requests:

- Allow the following uses on the entire site as permitted uses: Grocery store, Financial institutions, Professional offices, Medical or dental offices and clinics, Veterinary offices and clinics, Government administrative offices, Public/private services, Parks, Utilities, Electric vehicle charging stations, Rapid charging stations, Battery exchange stations, Personal services, Business services, Professional services, Product services, level 1, Sales, level 1, Commercial child care, Restaurant 1/2/3, Food trucks, Taverns, Drive-through facilities, and Wireless communication facilities.
- Remove plat condition of through public right-of-way.
- Vest to codes in effect as of December 30, 2016, to the extent allowed by law.
- Establish a 20 year term for agreement.
- Request allowance to phase construction.
- Request removal and replanting of the buffer areas along Borgen Boulevard, Harbor Hill Drive and along the southern boundary.

II. ADOPTION

The City hereby adopts the City of Gig Harbor "Mitigated Determination of Nonsignificance and Adoption of Existing Environmental Document for the Business Park Preliminary Plat at Harbor Hill, SEPA 03-46". This document analyzed the impacts of the Business Park Preliminary Plat and issued mitigation for the wetlands and transportation impacts. The City hereby adopts the "Mitigated Determination of Nonsignificance for the Comprehensive Plan, SEPA 02-04". This document analyzed the impacts of the designation of the PCD Land Uses. The documents contain information and environmental analysis pertinent to the non-project action. This document is available for review at the City of Gig Harbor Civic Center, Planning Department, 3510 Grandview Street, Gig Harbor, WA 98335 during the hours of 8am and 5pm Monday through Friday.

III. INCORPORATION BY REFERENCE:

The following documents contain information, studies and analysis that have been used in the review of this proposal and are hereby incorporated into this threshold determination by reference:

1. Harbor Hill Wetland Buffer Mitigation Plan dated July 27, 2017 and prepared by Ecological Land Services.
2. Grette and Associates Technical Memorandum on the Village at Harbor Hill Wetland Rating Assessment and Buffer Mitigation Plan dated September 13, 2017.
3. Concurrency Request and Transportation Assessment dated November 2016 and prepared by Transgroup.
4. Traffic Concurrency Report from David Evans and Associates – Village at Harbor Hill RERUN, Dated June 16, 2017.
5. SEPA Environmental Checklist dated September 7, 2017.
6. Department of Ecology letter dated December 29, 2016.

IV. ANALYSIS:

- A. Transportation & Circulation: The Traffic Concurrency Report from David Evans and Associates, dated June 16, 2017, addresses the review of the transportation impacts associated with the proposed action, identifies the number of new vehicular trips associated with the project and identifies that the project does not require any mitigation measures to meet the city's adopted goals of creating an effective road and sidewalk system to serve its residents, and maintaining level of service standards on city streets.
- B. Critical Areas: The critical areas on the site will be required to meet to the standards of the city's municipal code Title 18 – Environment as identified in GHMC 19.08.020(4)(b).
- C. Landscaping: The applicant voluntarily proposes mitigation to address the removal of the existing vegetation on site through a detailed replanting process. Final Design

Review Board decision on the landscaping will occur at site plan review and shall ensure that the landscaping plan is equal to the general requirements of the Design Manual. GHMC 18.04.210 authorizes SEPA Substantive authority for the GHMC Trees, Landscaping and Screening as well as the Design Manual Chapters of Title 17.

- D. In its letter of December 29, 2017, the State of Washington Department of Ecology has advised that erosion control requirements for the proposed project and subject site be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains leading to the waters of the state.

V. MITIGATION MEASURES:

MITIGATION PROPOSED BY APPLICANT:

1. To mitigate the removal of all of, or the majority of, the vegetation within the perimeter buffers on the North, West and South sides of the project the applicant proposes measures to replant with native species including trees, shrubs and ground cover that is equal or better to the existing buffer. Additionally, the planting of the new vegetation will occur as early as possible during the construction sequence instead of replanting these buffers at the end of development construction.
2. Establishment of pedestrian paths that connect the exterior of the site to the interior and a pedestrian entry and public plaza at the southeast corner of Borgen and Harbor Hill.
3. Adjacent to the City owned Shaw Park, the applicant proposes developing approximately .5 acres of additional park land developed to the same standard as Shaw Park including the planting of grass, shrubs, and trees. The park expansion will be conveyed to the City as a permanent expansion of Shaw Park. Additionally, the site will grant a perpetual easement over adjacent parking stalls to allow joint use parking for the park and Village parking.
4. The applicant will fence and plant appropriate species of plants in the wetland buffer area as required by any wetland buffer mitigation plans.

SPECIAL CONDITION-DEPARTMENT OF ECOLOGY:

5. The applicant shall comply with the applicable requirements of the Department of Ecology as set forth in the letter dated December 29, 2016.

VI. THRESHOLD DETERMINATION:

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment, provided the mitigation measures specified above are imposed. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- This MDNS is issued under WAC 197-11-340 (2); the lead agency will not act on this proposal for 14 days from the date of this document. **Comments must be submitted by September 28th, 2017.**

Phased SEPA Review

The Village at Harbor Hill is undergoing phased SEPA review as allowed by WAC 197-11-060(5). This non-project SEPA threshold determination relates to the proposed development agreement and the development standards modified within the development agreement. Project SEPA for the site plan, design review, and other applicable project permit applications will be required as part of their review process. The City reserves the right to require additional mitigation or measures beyond those identified in this determination at a later date.

Appeal

Any interested person may appeal the adequacy of this SEPA Threshold Determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Chapter 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within 21 days after the issuance of this MDNS, or October 5, 2017, whichever is later. The written appeal must be submitted with a filing fee of two hundred seventy one dollars and sixteen cents (\$275).

Contact Person: Lindsey Sehmel, Senior Planner; Phone: (253)-851-6170

Responsible Official: Jennifer Kester

Position Title: Planning Director Phone: (253)-851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Signature Lindsey Sehmel Date: September 14, 2017
-for Jennifer Kester

EXHIBIT C

Map of Current Comprehensive Plan Designations

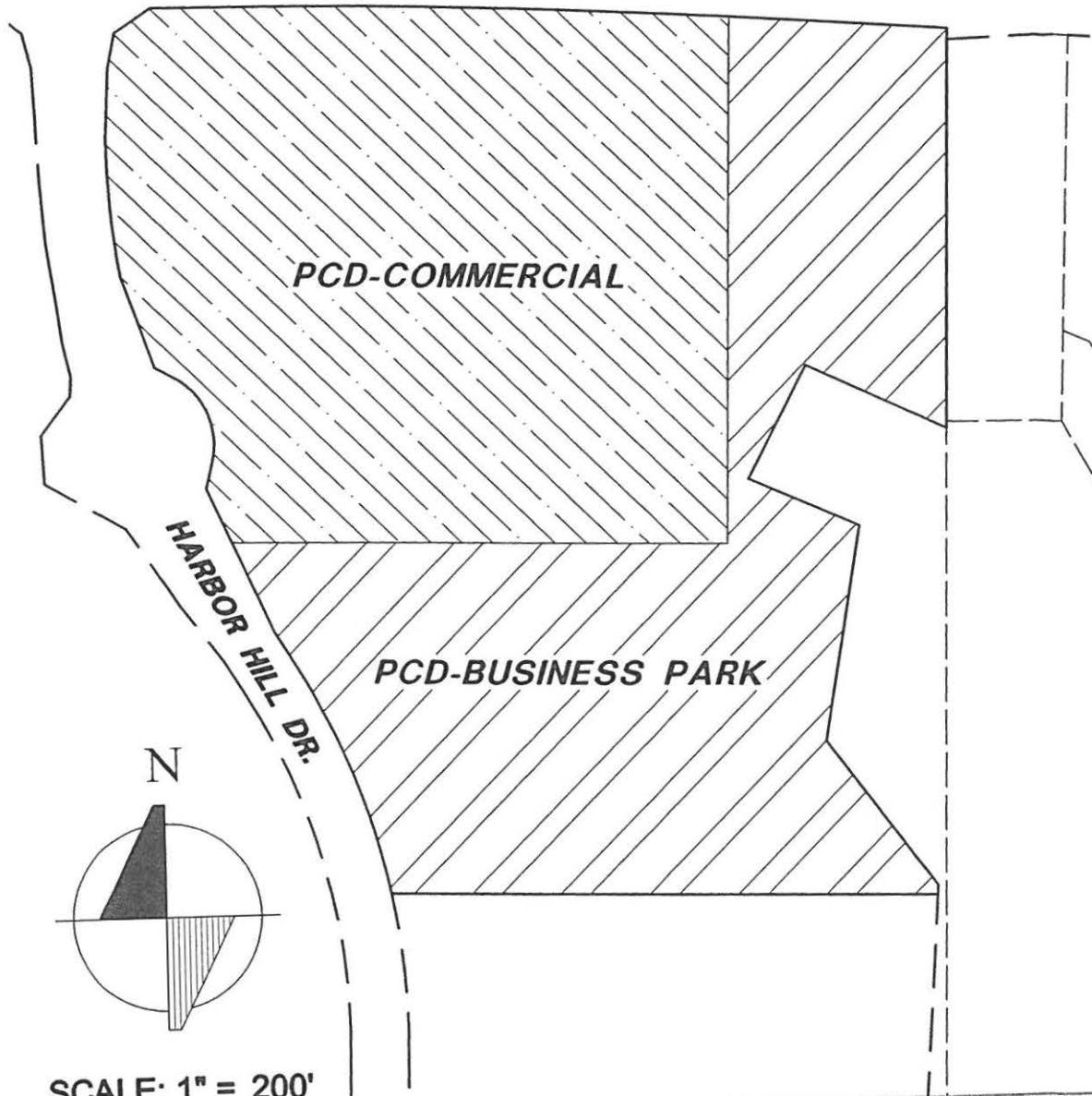
(See attached page.)

HARBOR HILL, LOT 6
COMPREHENSIVE PLAN EXHIBIT

EXHIBIT C

TRIAD JOB # 08-058
OCTOBER 26, 2017

BORGEN BLVD



triad

20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

SV-ED2-08058-LOT6.dwg

EXHIBIT D

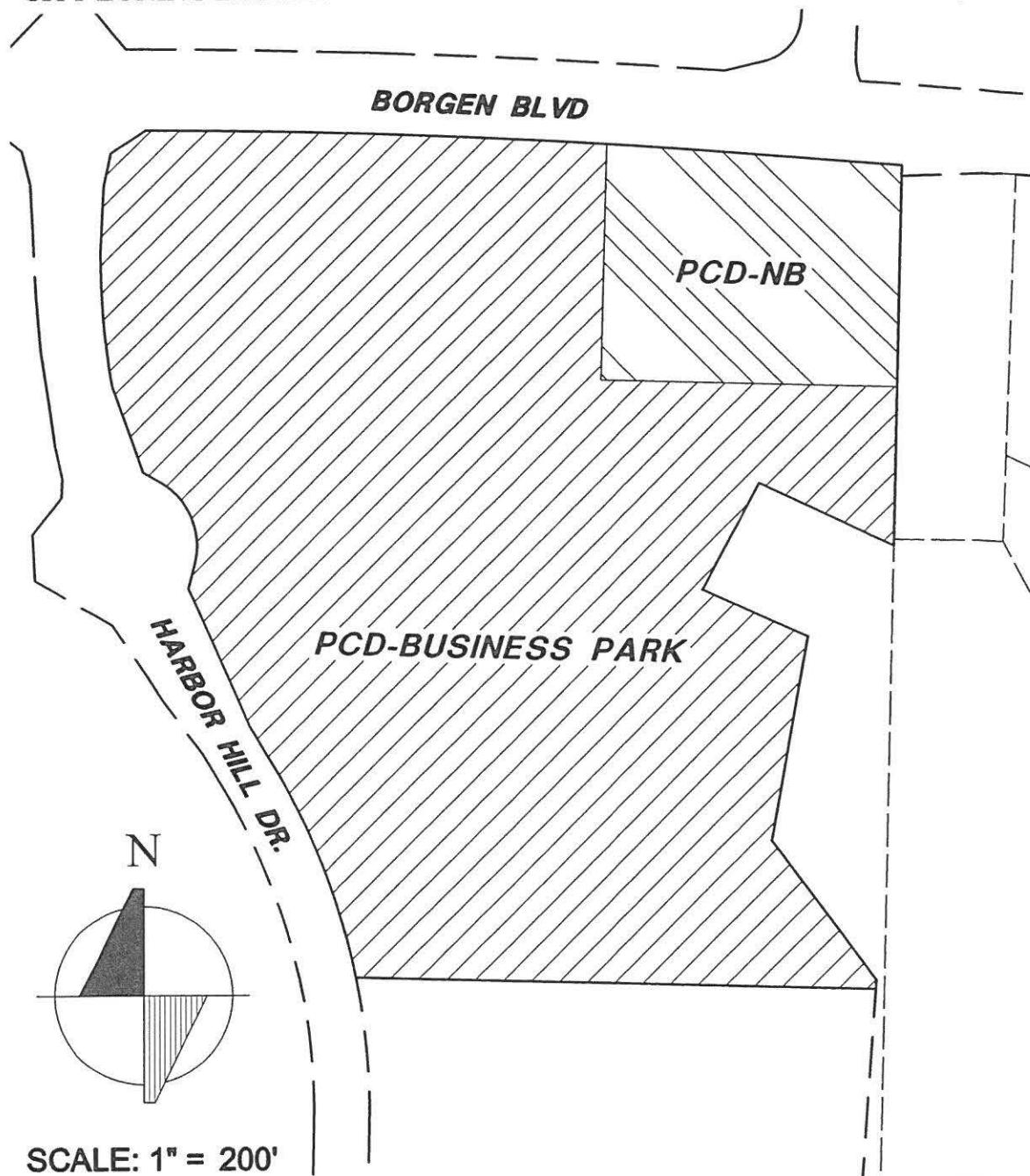
Map of Current Zoning Designations

(See attached page.)

HARBOR HILL, LOT 6
CITY ZONING EXHIBIT

EXHIBIT D

TRIAD JOB # 08-058
OCTOBER 26, 2017



 triad

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Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net
SV-ED2-08058-LOT6.dwg

EXHIBIT E

Project Description

The Project shall comprise some or all of the following land uses, which shall be permitted outright within the Property (uses are as defined by the Code):

1. Grocery store
2. Financial institutions
3. Professional offices
4. Medical or dental offices and clinics
5. Veterinary offices and clinics
6. Government administrative offices
7. Public/private services
8. Parks
9. Utilities
10. Electric vehicle charging stations
11. Rapid charging stations
12. Battery exchange stations
13. Personal services
14. Business services
15. Professional services
16. Product services, level 1
17. Sales, level 1
18. Commercial child care
19. Restaurant 1
20. Restaurant 2
21. Restaurant 3
22. Food trucks
23. Taverns
24. Drive-through facilities
25. Wireless communication facilities

Other land uses shall be permitted to the extent permitted by the Applicable Land Use Regulations.

EXHIBIT F

Legal Description of the Property

Parcel A, City of Gig Harbor Boundary Line Adjustment recorded under Auditor's File Number 201303155004, Pierce County, Washington.

EXHIBIT G

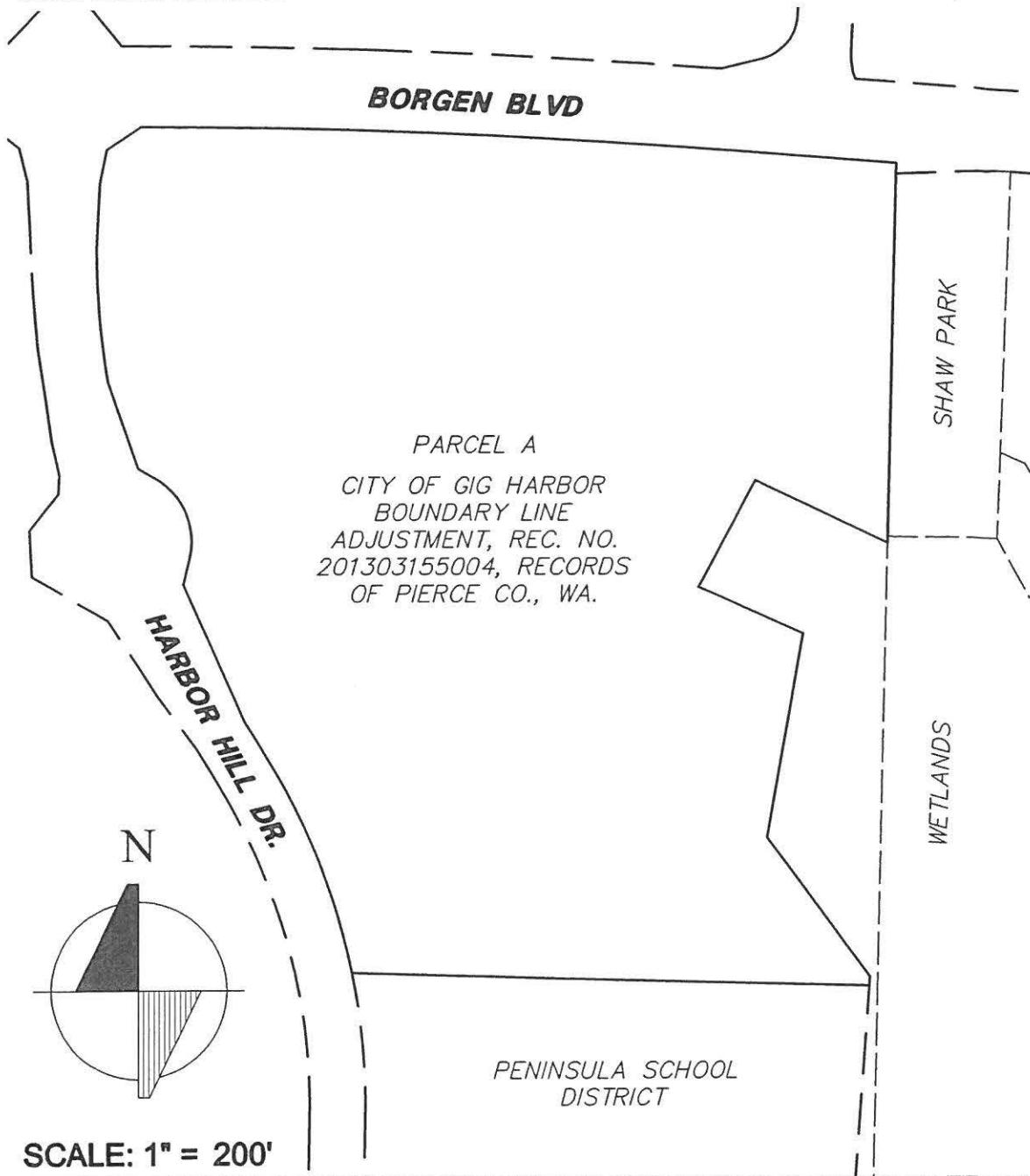
Property Map

(See attached page.)

HARBOR HILL, LOT 6
PROPERTY EXHIBIT

EXHIBIT G

TRIAD JOB # 08-058
OCTOBER 26, 2017



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w: triadassociates.net
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EXHIBIT H

List of Modified City Development Standards

Item No.	Description	GHMC Section	Agreement Section
1	Increased vesting periods for Project approvals	Various	6
2	Permitted uses	17.14.020	8.A
3	Allocation of capacity reservations	Chapter 19.10	8.E
4	Modification of required setbacks	17.54.030 and 17.56.030	8.B
5	Allowing potential modification of landscaping requirements by City's Design Review Board; allowing the Developer to remove and replace existing landscaping except within designated Tree Retention Areas	Chapter 17.78	8.C

EXHIBIT I

Map of Village at Harbor Hill Phasing Plan

(See attached page.)

Exhibit I

Construction Phasing Plan



*Phases 2 and 3 may not be sequential
Preliminary Site Plan Shown

EXHIBIT J

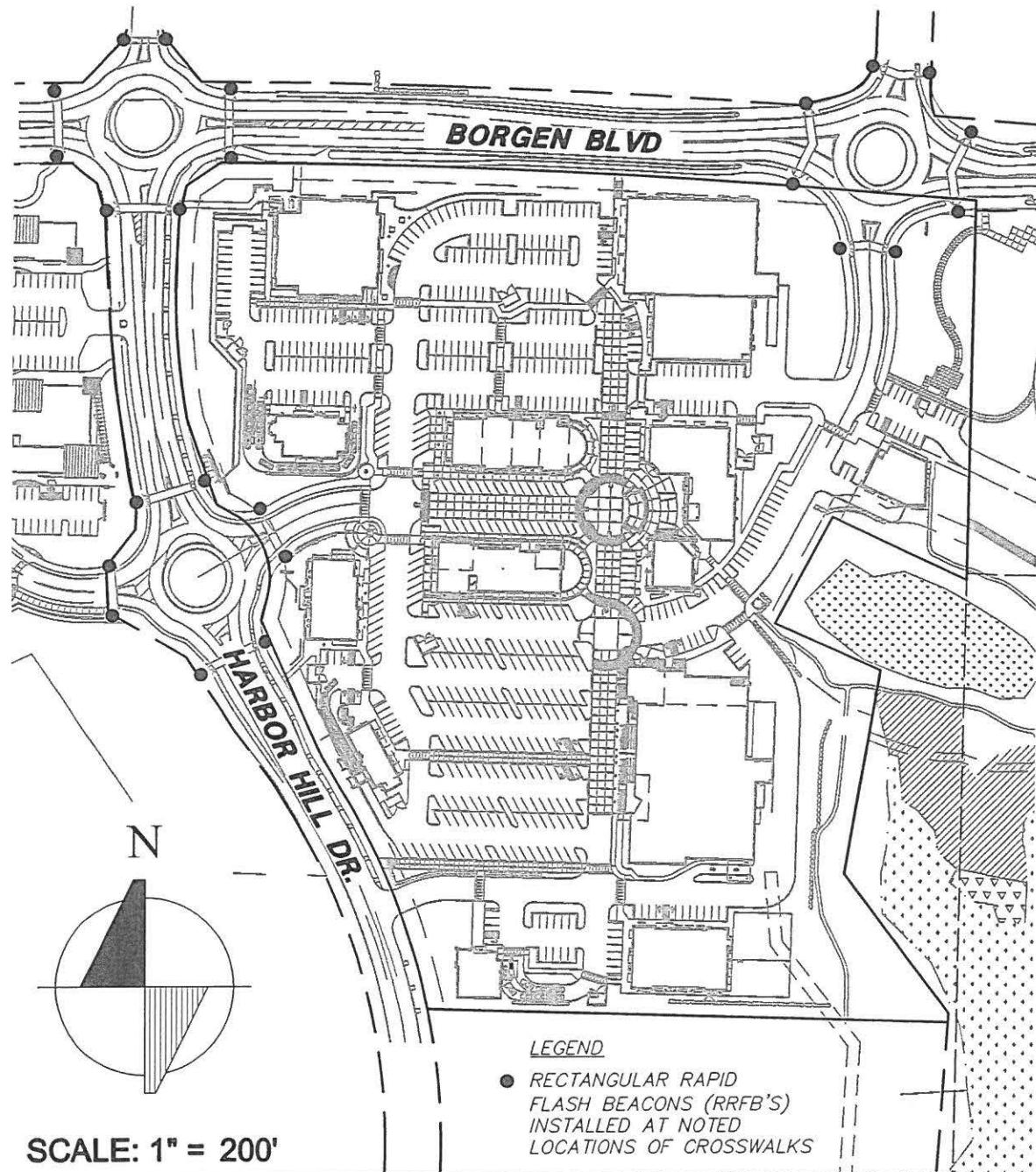
Map of Future RRFB Installation Locations

(See attached page.)

HARBOR HILL, LOT 6
RRFB LOCATION EXHIBIT

EXHIBIT J

TRIAD JOB # 08-058
OCTOBER 26, 2017



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Suite A • Woodinville, WA 98072

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w: triadassociates.net

SV-ED2-08058-LOT6.dwg

EXHIBIT K

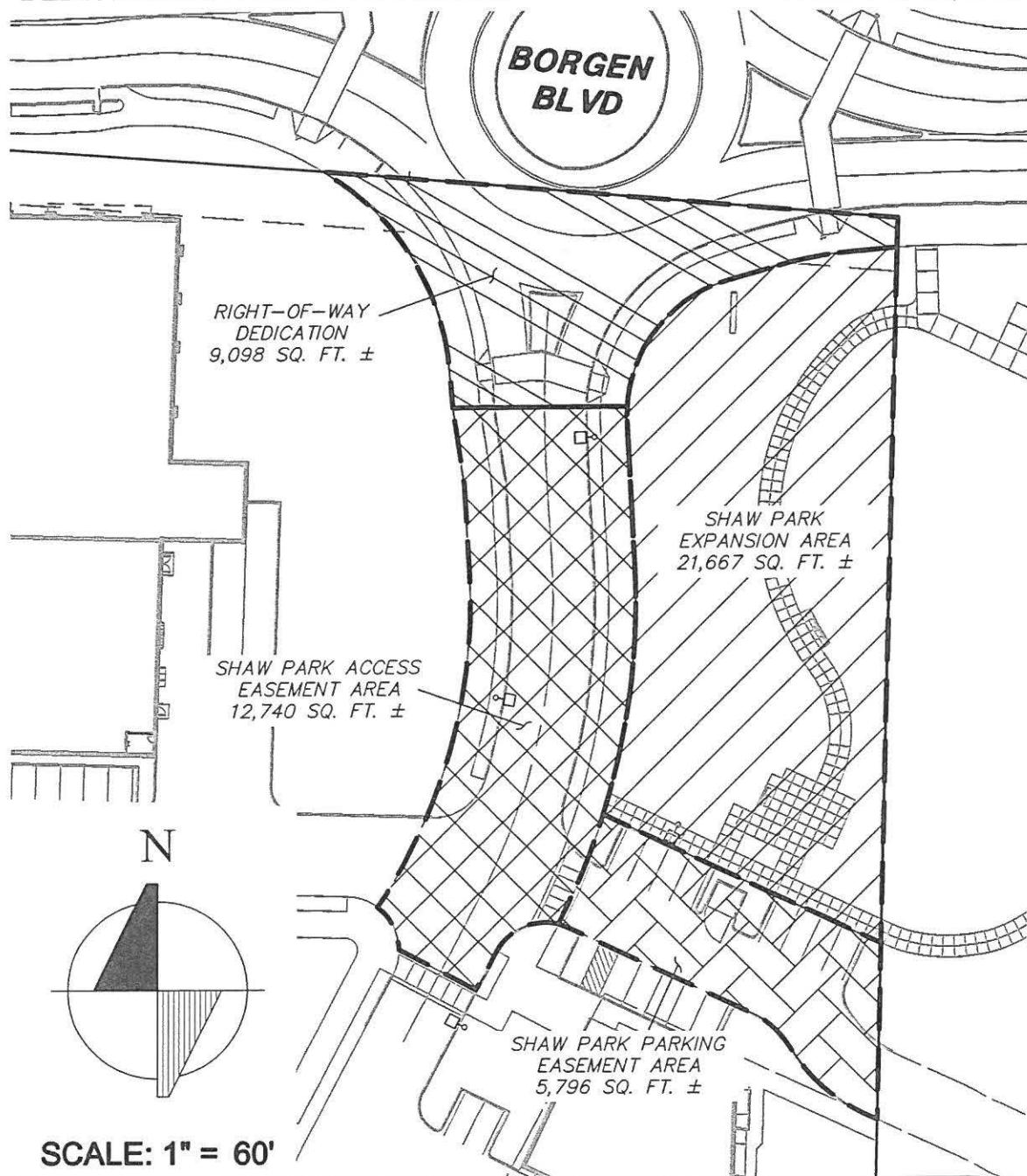
**Map of Shaw Park Expansion Area, Shaw Park Access Easement Area,
and Shaw Park Parking Easement Area**

(See attached page.)

HARBOR HILL, LOT 6
DEDICATION & EASEMENT EXHIBIT

EXHIBIT K

TRIAD JOB # 08-058
OCTOBER 26, 2017



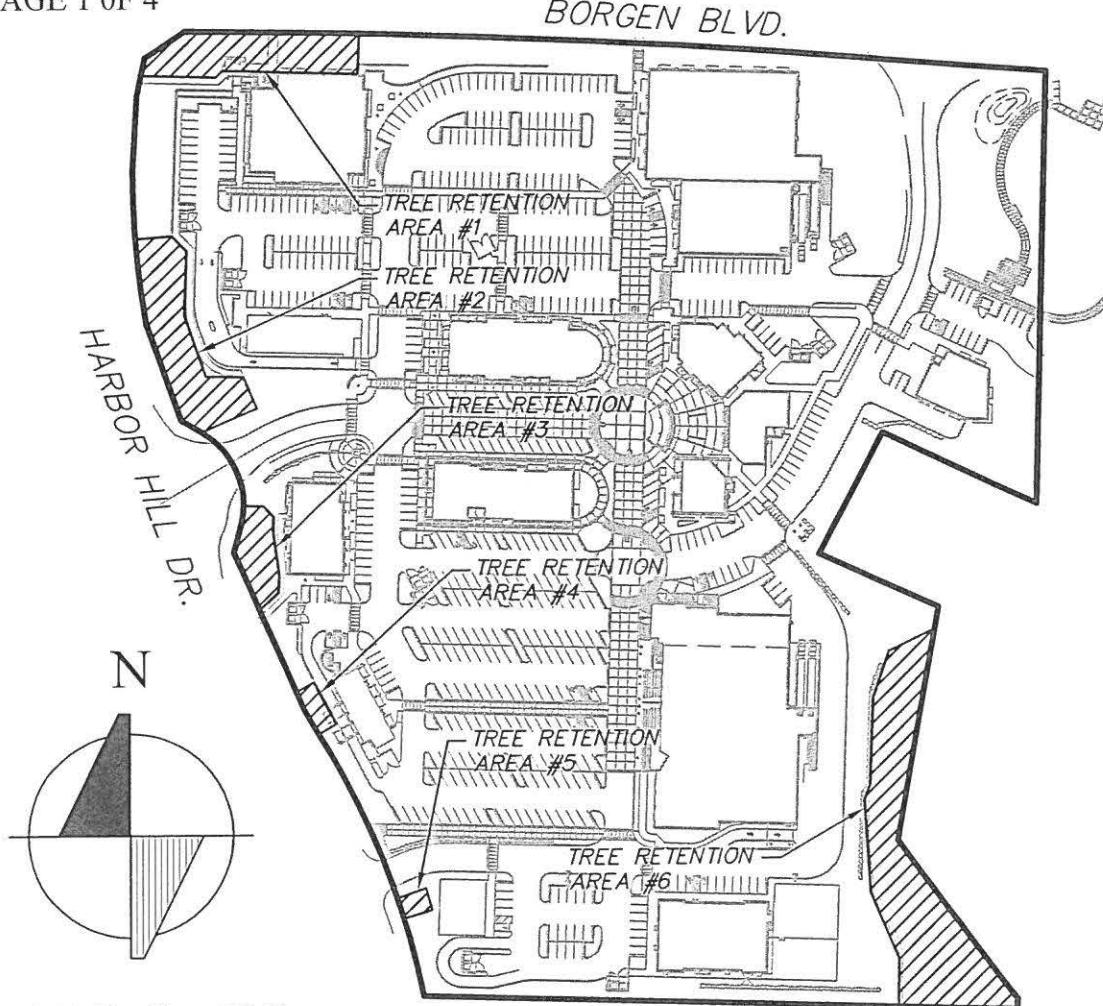
20300 Woodinville Snohomish Rd NE
Suite A • Woodinville, WA 98072
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w: triadassociates.net

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EXHIBIT L

Map of Tree Retention Areas

(See attached page.)



SCALE: 1" = 200'

NOTE:

TREES THAT MAY REMAIN WITHIN THE TREE RETENTION AREAS ARE SUBJECT TO SITE DISTANCE REVIEW AND ARBORIST REVIEW OF EXISTING CONDITIONS, CONFIRMATION OF WHICH ARE SIGNIFICANT, DETERMINATION OF DRIPPLINES, EVALUATION OF PROXIMITY TO SITE WALLS, EVALUATION OF SUITABILITY OF ISOLATED/NARROW AREAS AND EVALUATION FOR PUBLIC SAFETY. SOME DEFECTIVE TREES WITHIN THE INDICATED TREE RETENTION AREAS WERE REMOVED PER A.B.C. CONSULTING ARBORIST REPORT DATED 10/4/16. TREE SURVEY BY DAVID EVANS AND ASSOCIATES, INC., DATED FEBRUARY 22, 2006 EXCEPT FOR THE TREES ON SOUTH 180-FEET OF THIS PROPERTY. TREE SURVEY BY LAND SURVEYING LLC, DATED APRIL 25, 2007 FOR TREES ON SOUTH 180-FEET OF PROPERTY.



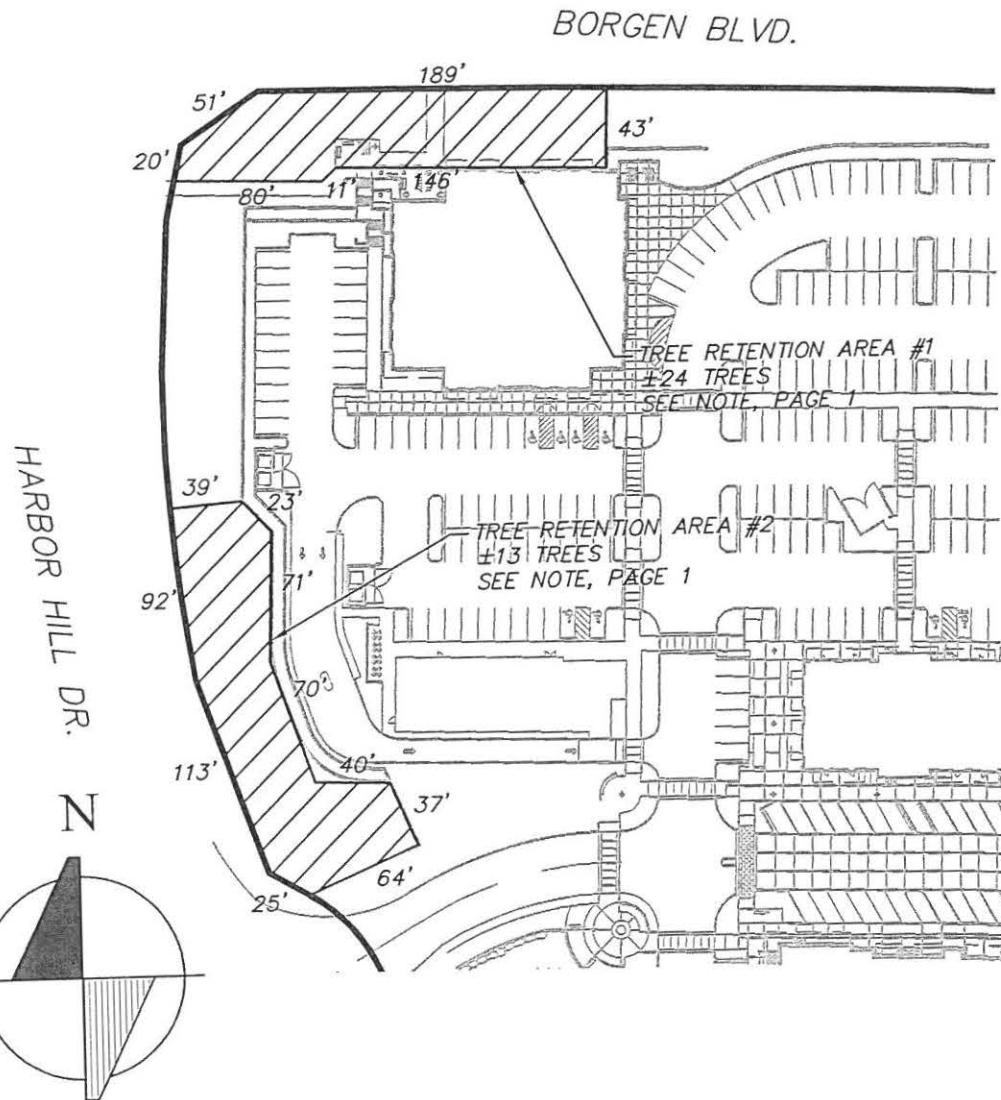
17-1107 08058 Village Center Tree Retention Area Plan.dwg

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Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net

HARBOR HILL, LOT 6
TREE RETENTION AREA EXHIBIT
PAGE 2 OF 4

EXHIBIT L

TRIAD JOB # 08-058
NOVEMBER 7, 2017



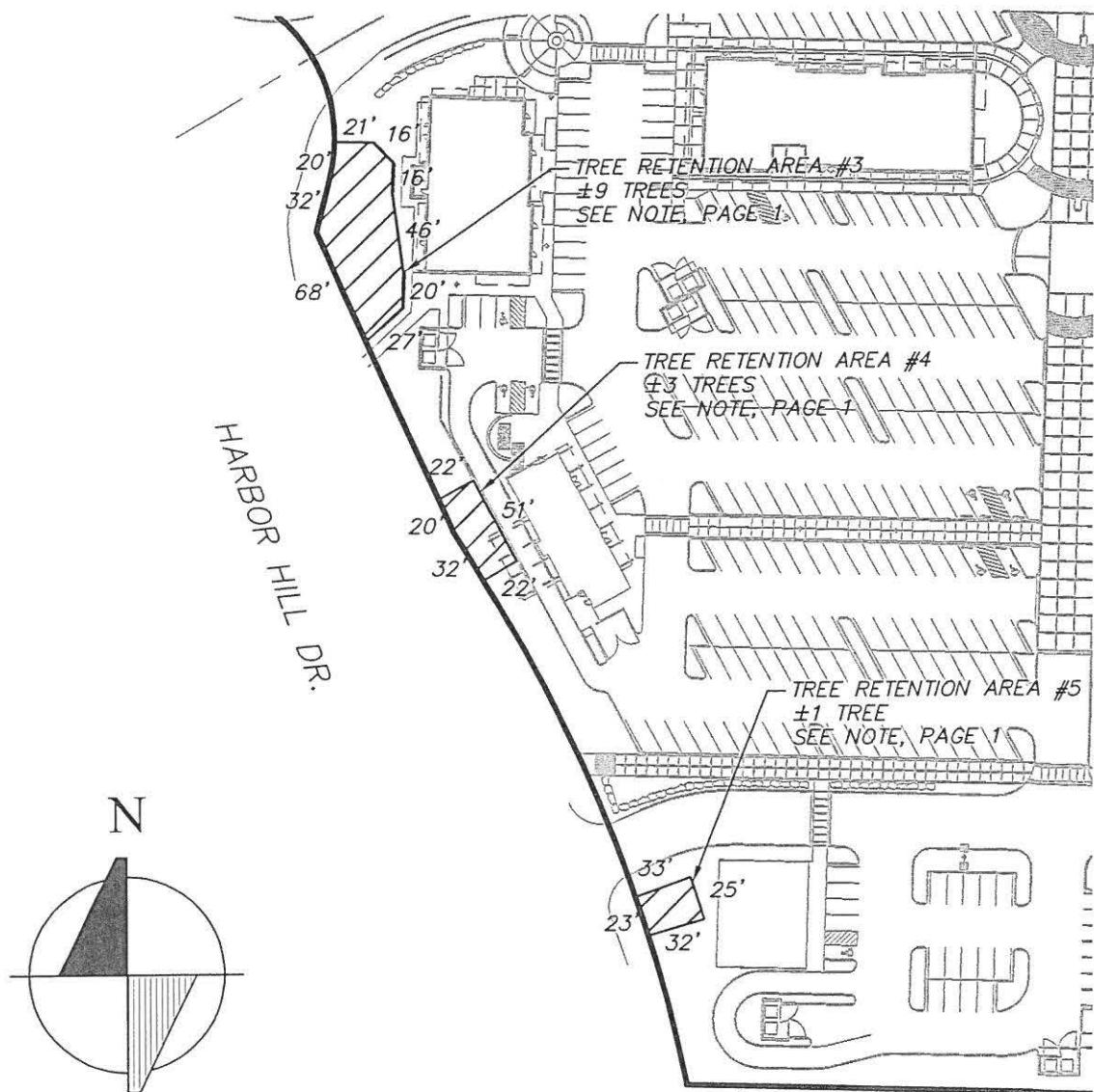
SCALE: 1" = 100'



triad

17-1107 08058 Village Center Tree Retention Area Plan.dwg

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Suite A • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059
w: triadassociates.net



SCALE: 1" = 100'

 triad

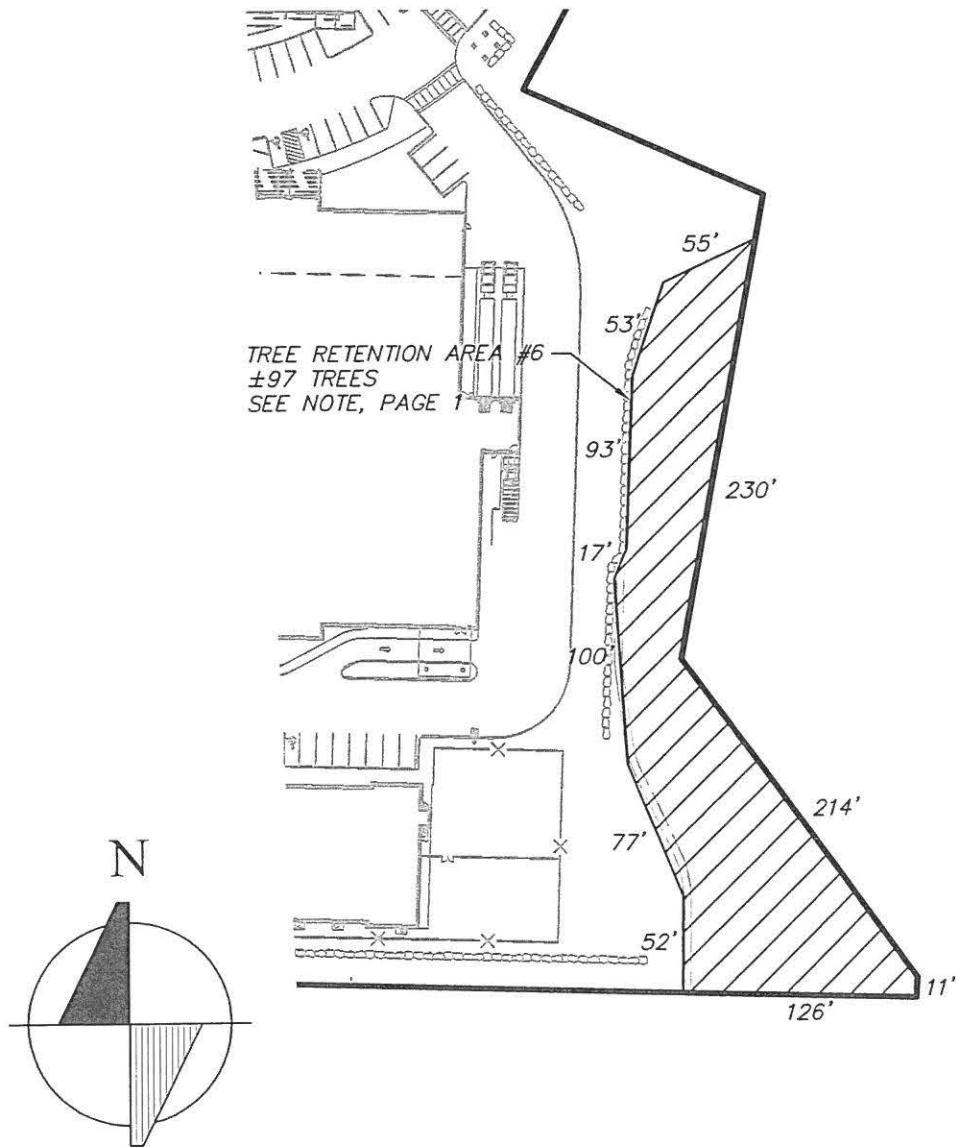
17-1107 08058 Village Center Tree Retention Area Plan.dwg

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HARBOR HILL, LOT 6
TREE RETENTION AREA EXHIBIT
PAGE 4 OF 4

EXHIBIT L

TRIAD JOB # 08-058
NOVEMBER 7, 2017



SCALE: 1" = 100'

triad

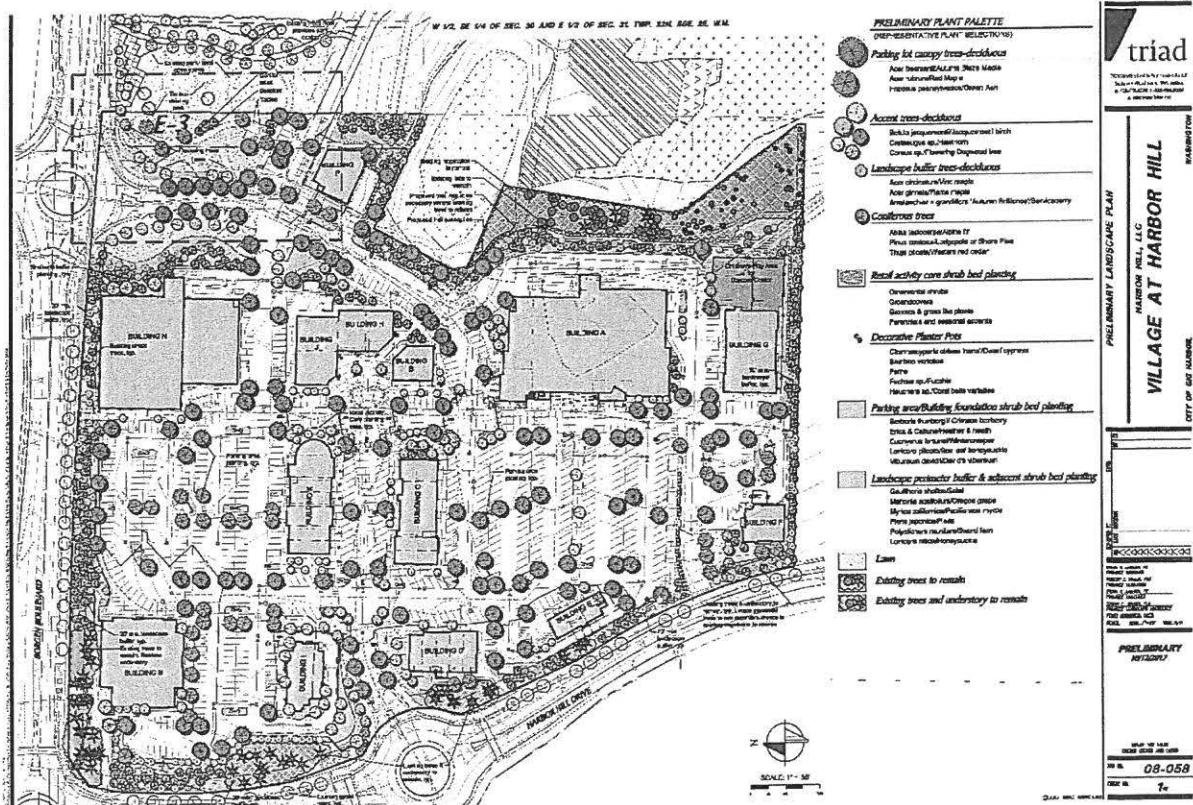
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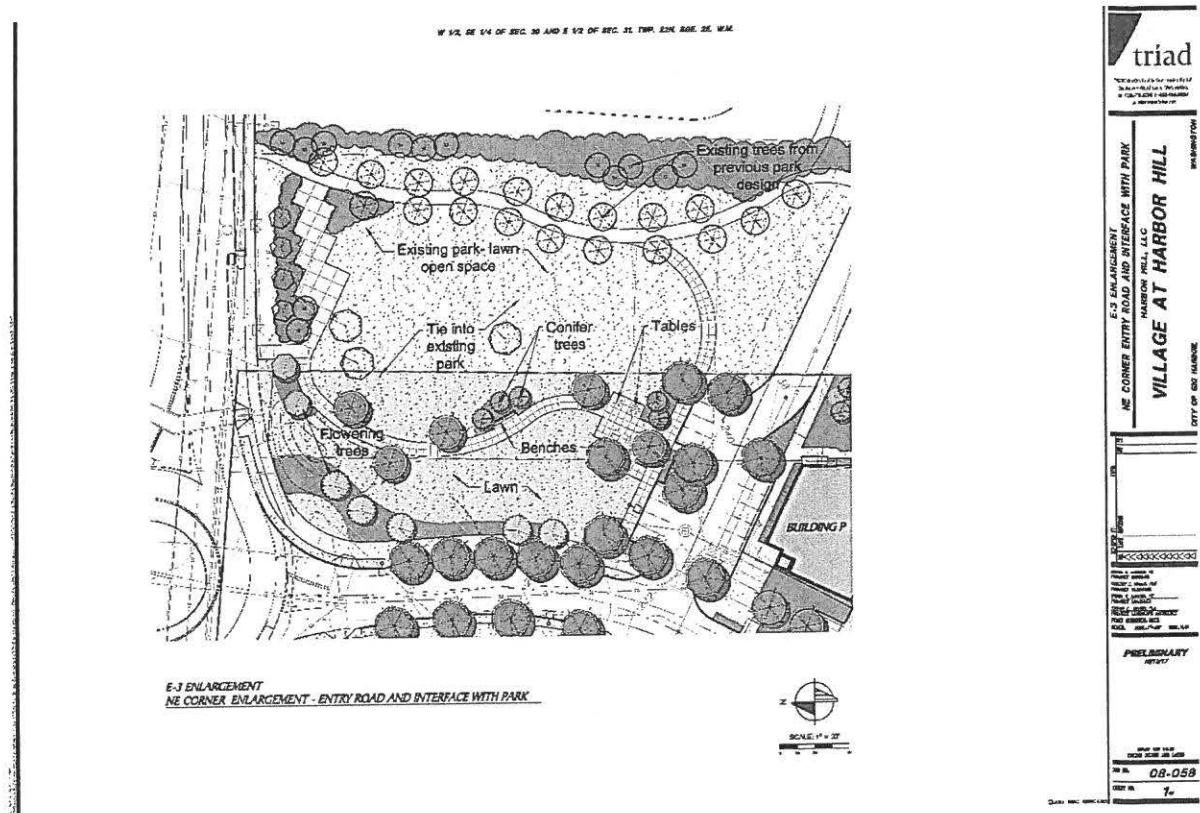
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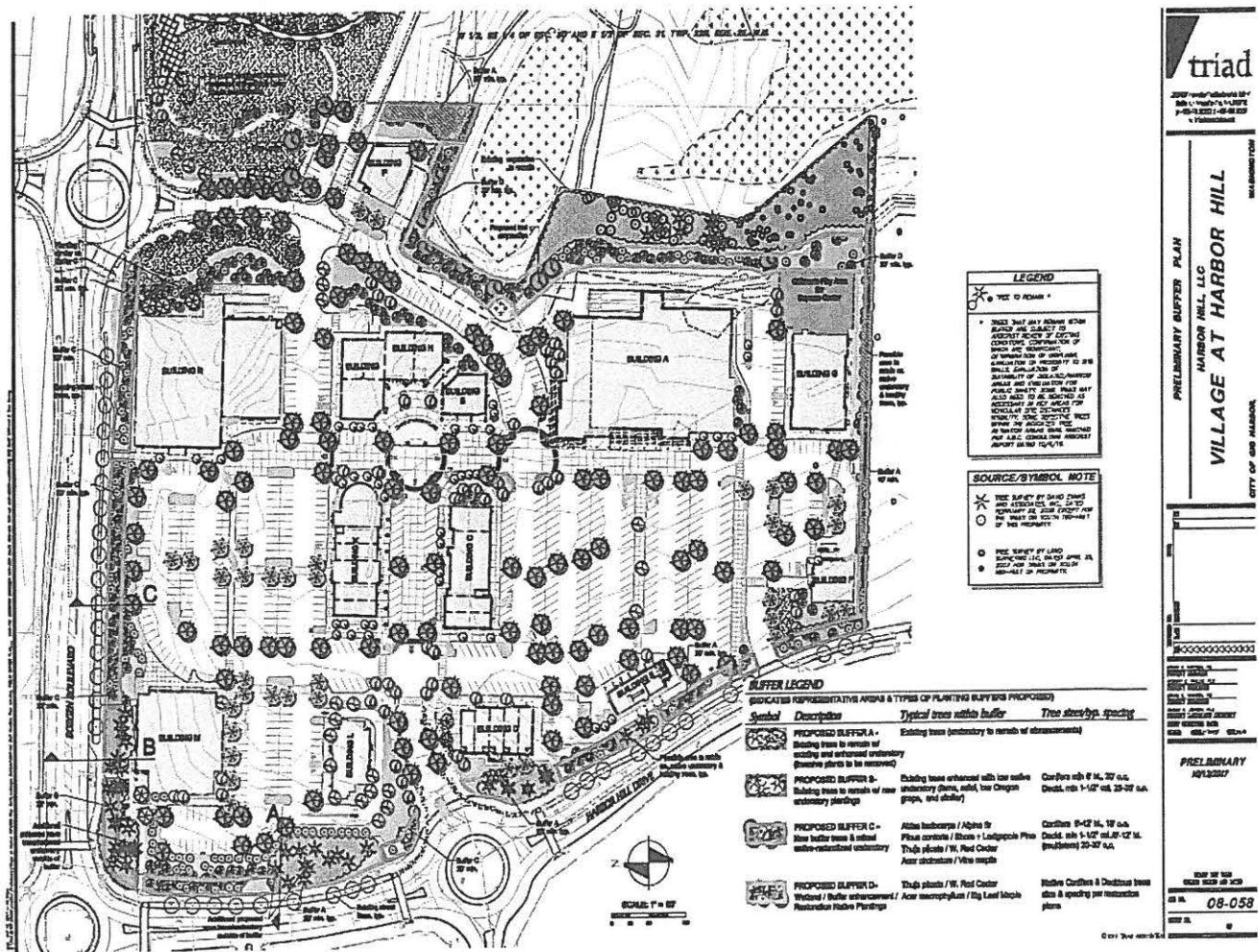
EXHIBIT M

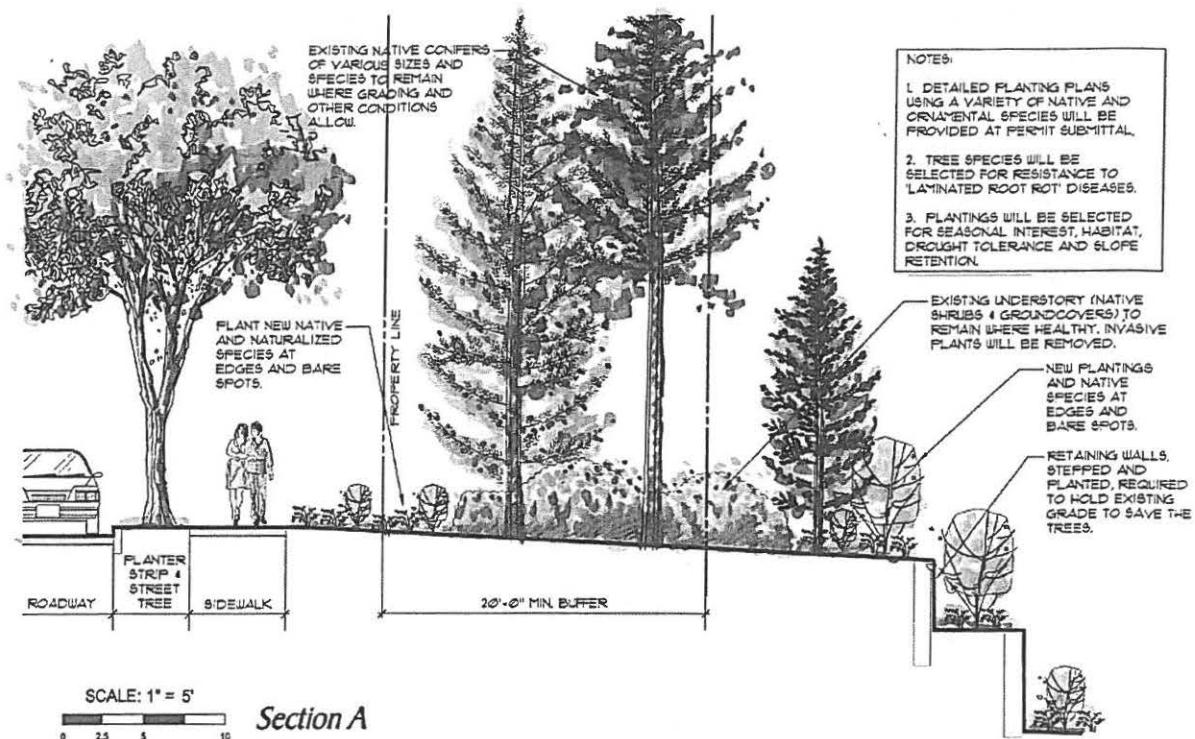
Copies of Landscape Drawings Presented to City

(See attached pages.)





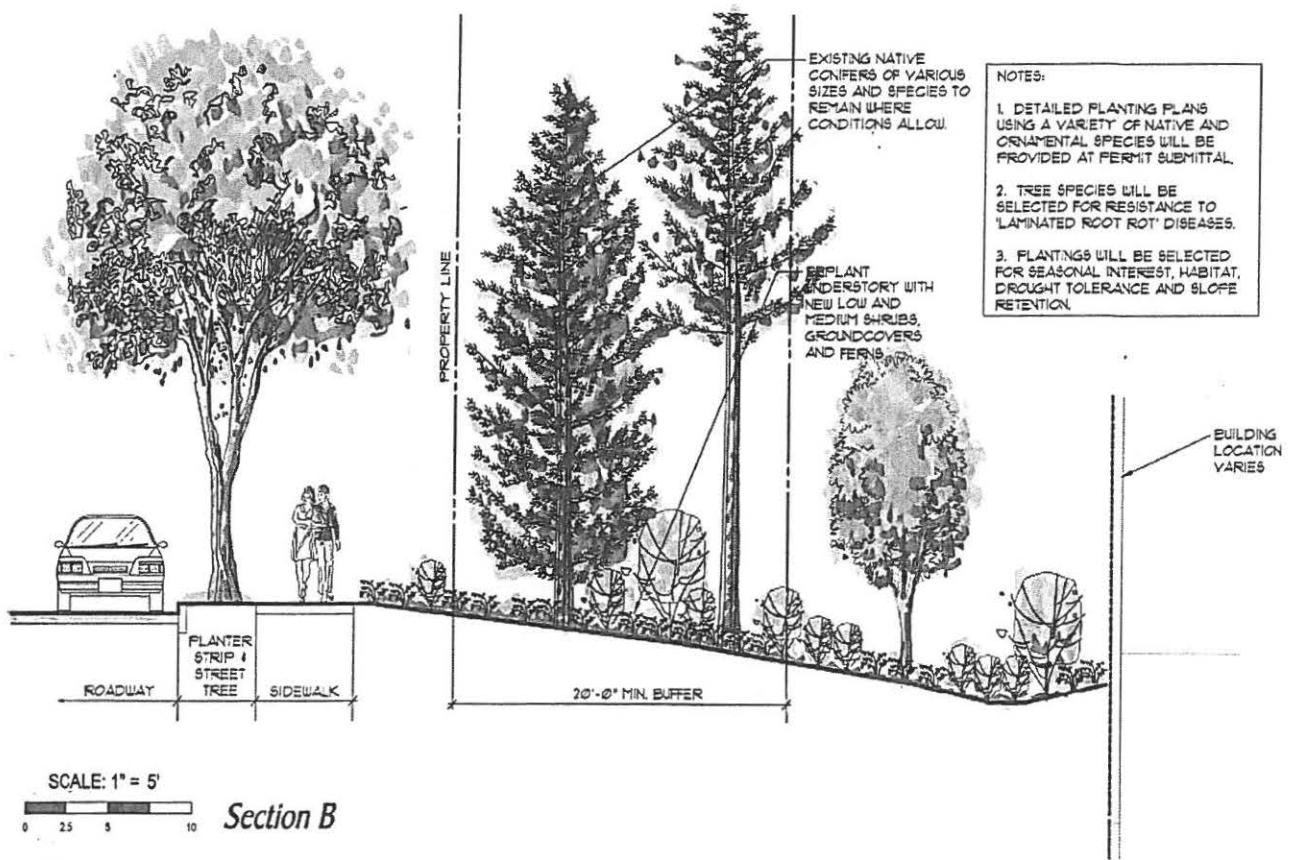




Proposed BUFFER A

Existing buffer trees to remain with existing and enhanced understory
 Village at Harbor Hill

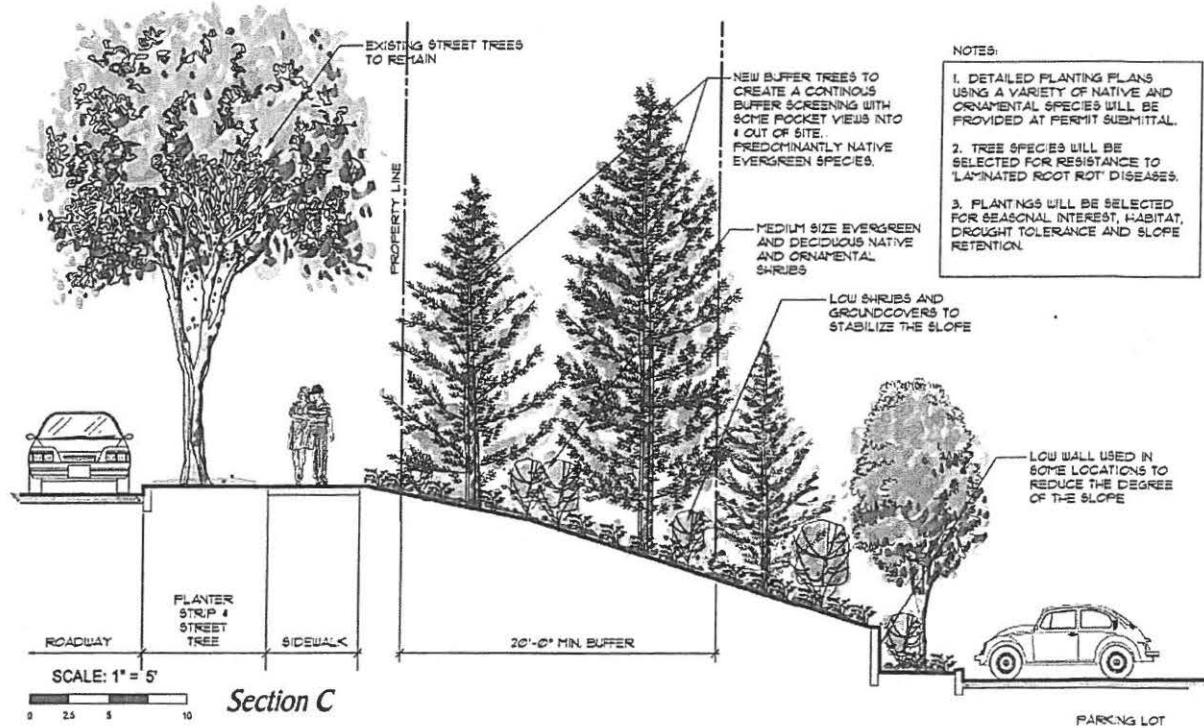
triad
 A division of David Dorn and Associates, Inc.
 October 12, 2017
 A PROJECT OF David Dorn and Associates, Inc.



Proposed BUFFER B

*Existing Buffer trees to remain with new understory plantings
Village at Harbor Hill*

triad
a division of David Evans and Associates, Inc.
October 10, 2017
PLANTING DESIGN BY David Evans and Associates, Inc.
Village at Harbor Hill, Inc.



Proposed BUFFER C

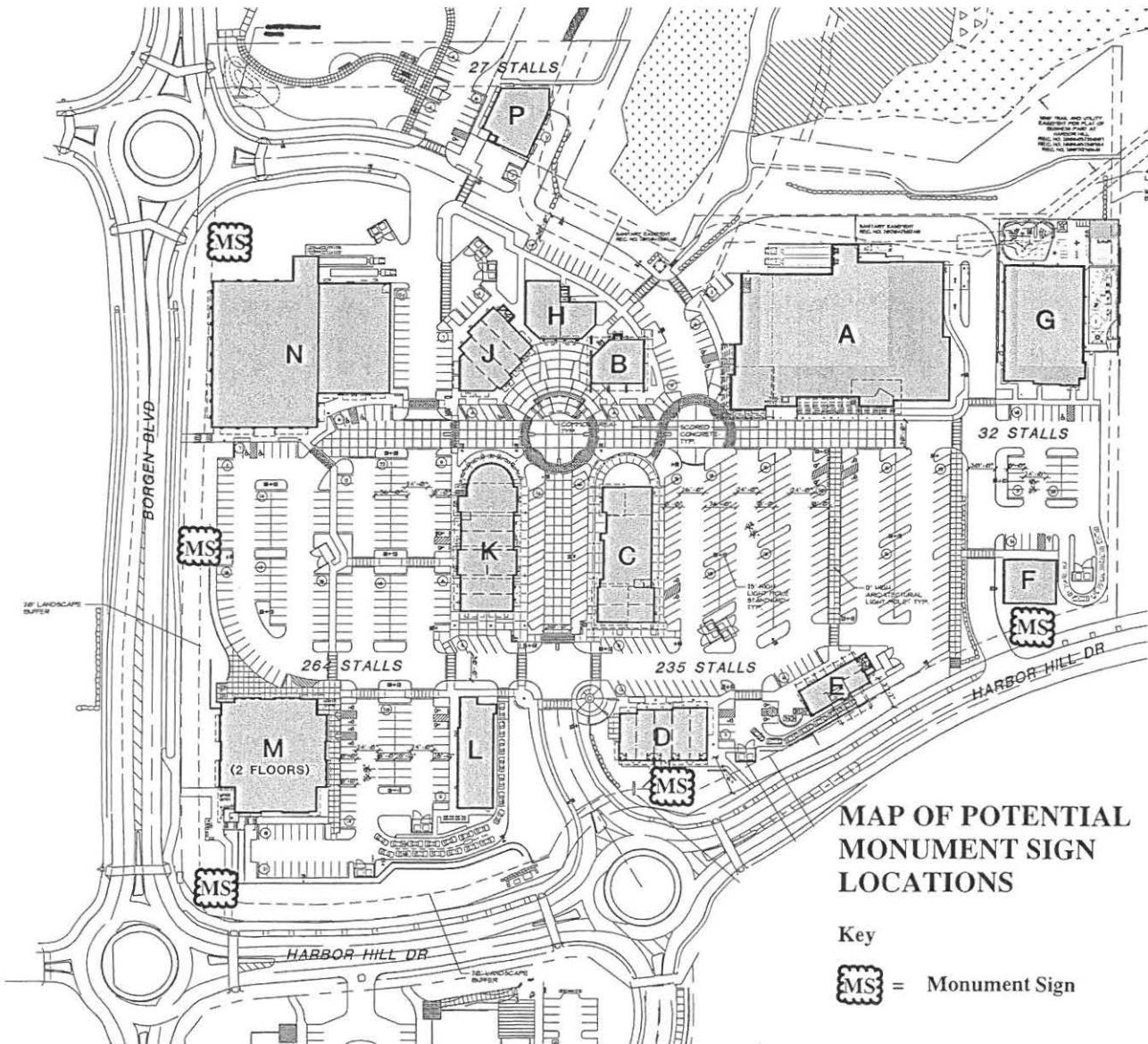
*New Buffer Trees and mixed native-naturalized understory
Village at Harbor Hill*

triad
a division of David Cram and Associates, Inc.
October 12, 2007
© 2007 David Cram and Associates, Inc.
3000 E. 44th Street • Minneapolis, MN 55414-2700

EXHIBIT N

Map of Potential Monument Sign Locations

(See attached page.)



MAP OF POTENTIAL MONUMENT SIGN LOCATIONS

Key

MS = Monument Sign