

1 Sponsored by: Councilmembers Dan Roach and Pam Roach
2 Requested by: County Council

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7 **ORDINANCE NO. 2018-90s**
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11 **An Ordinance of the Pierce County Council Approving a Development**
12 **Agreement and Authorizing the Executive to Enter into the**
13 **Approved Development Agreement, Pursuant to Section**
14 **18A.100.080 of the Pierce County Code; Establishing**
15 **Acceptable Terms and Conditions for the Buildout of Tehaleh**
16 **Employment Based Planned Community (EBPC) Phase 2.**
17

18 **Whereas**, Revised Code of Washington (RCW) 36.70B.170 authorizes the
19 execution of a Development Agreement between a local government and a person
20 having ownership or control of real property within its jurisdiction; and
21

22 **Whereas**, a Development Agreement provides a developer an assurance that
23 existing regulations in effect and cited in an Agreement will govern and vest the
24 development, use, and mitigation of anticipated new development of the real property,
25 enabling the local government and developer to plan for the development and services,
26 infrastructure, or other facilities related to the development; and
27

28 **Whereas**, the Pierce County Comprehensive Plan was adopted on
29 November 29, 1994, through Ordinance No. 94-82s; and
30

31 **Whereas**, Exhibit A to Ordinance No. 94-82s designated the "Cascadia" area as
32 Moderate Density Single Family with an Employment Based Planned Community
33 (EBPC) Overlay; and
34

35 **Whereas**, the Pierce County Comprehensive Plan was amended through
36 Ordinance No. 95-132s on November 21, 1995; and
37

38 **Whereas**, on March 23, 2011, NASH Cascadia Verde LLC (NASH) purchased all
39 of Cascadia, except for Parcel O, and renamed the development "Tehaleh"; and
40

41 **Whereas**, on December 11, 2012, the Council passed Ordinance No. 2012-61s
42 creating a new Chapter 18A.100 of the Pierce County Code (PCC) and establishing the
43 process for Council approval of Development Agreements pursuant to RCW 36.70B.170
44 through .210; and
45



1 **Whereas**, on August 14, 2014, NASH applied for the major amendment
2 application that ended up providing the framework of the Phase 2 Development
3 Agreement initiated in Resolution No. R2018-80s; and
4

5 **Whereas**, on March 11, 2015, the Hearing Examiner issued a report and
6 recommendation that the County Council approve the proposed Restated Development
7 Agreement for Phase 1 of the Tehaleh EBPC as necessary to update and replace the
8 1999 Cascadia development agreement covering Phase 1; and
9

10 **Whereas**, the Restated Development Agreement for Phase 1 as approved via
11 Ordinance No. 2015-31s states that Council approval of a Development Agreement
12 shall be required for Phase 2 prior to any non-infrastructure development activity in
13 Phase 2; and
14

15 **Whereas**, Ordinance No. 2015-31s requested the Department of Planning and
16 Land Services to prepare necessary amendments to Chapters 18A.75 and 18A.100
17 PCC to reflect the statutory requirements in RCW 36.70B.170 through RCW 36.70B.210
18 and to clarify the role of the Hearing Examiner, the Council and the Department as
19 related to Development Agreement approval; and
20

21 **Whereas**, on April 1, 2016, NASH purchased Parcel O; and
22

23 **Whereas**, on April 6, 2016, the Council passed Ordinance No. 2016-14s
24 modifying PCC 18A.75.080, the Planned Unit Development (PUD) process, and PCC
25 18A.100.020, the Applicability Section of Chapter 18A.100 PCC, the Development
26 Agreement process, to clarify that a Development Agreement is not a Code requirement
27 for a PUD, but that a Development Agreement under RCW ch.36.70B and Chapter
28 18A.100 PCC; and
29

30 **Whereas**, Development Agreements approved by the Council pursuant to
31 Chapter 18A.100 PCC and RCW 36.70B.170 through .210 are required to be consistent
32 with applicable development regulations adopted by the Council pursuant to Chapter
33 36.70A RCW; and
34

35 **Whereas**, the Council adopted Resolution No. R2018-80s directing Planning and
36 Public Works (PPW) to negotiate a Development Agreement with NASH to establish the
37 terms and conditions for development and buildout of Tehaleh Phase 2; and
38

39 **Whereas**, the Council expressed a directive that the Tehaleh Development
40 Agreement contain of a mix of housing types and densities, commercial and industrial
41 uses served by parks, recreational trails and school facilities; and
42

43 **Whereas**, the Council intends to ensure that a Development Agreement
44 addresses adequate transportation infrastructure concurrent with buildout of the
45 development; and
46



1 **Whereas**, the Council intends the Development Agreement for the Tehaleh
2 Employment Based Planned Community, including Phase 2, identify the process for
3 review and approval and address unresolved issues; and
4

5 **Whereas**, the Council directed PPW to negotiate acceptable terms and
6 conditions to be incorporated into a Development Agreement consistent with the
7 following criteria in Resolution No. R2018-80s:
8

- 9 • The Tehaleh EBPC will be developed with the same types of land uses as
10 established in the 2015 Restated Development Agreement for Phase 1
11 including employment, commercial, civic, residential, public facilities, open
12 space and parks. Residential development and supporting residential
13 accessory uses and associated amenities shall not be the exclusive use in the
14 EBPC.
- 15 • The maximum number of dwelling units permitted throughout the entirety of
16 the Tehaleh EBPC shall not exceed 9,700 dwelling units, provided that the
17 environmental impacts of these dwelling units can be adequately mitigated. If
18 the environmental impacts of the 9,700 units cannot be adequately mitigated,
19 the maximum number of dwelling units allowed within the Tehaleh EBPC will
20 be reduced by the Hearing Examiner such that adequate mitigation of
21 environmental impacts is achieved.
- 22 • Establish a correlation between the number of approved residential building
23 lots constructed, and the amount of commercial/office development
24 constructed. Limit the number of building lots available for housing
25 development based on the amount of completed commercial/ office space.
- 26 • Development of the Employment Center shall be prioritized. The number of
27 approved preliminary platted lots within the EBPC shall not exceed 6,437 until
28 a minimum of 100-acres of employment uses have been established and the
29 necessary utilities and infrastructure have been extended to the perimeter of
30 all employment centers.
- 31 • At a minimum, 10 percent of the Tehaleh EBPC shall be dedicated for and
32 developed with employment uses. High employee generating employment
33 uses are encouraged. No more than 15 percent of the total gross employment
34 acreage dedication shall be improved with low employee generating uses such
35 as storage or warehousing.
- 36 • Establish a ratio between single-family/two-family housing and "age qualified
37 housing". Multi-family housing will develop at a rate similar to that approved in
38 the Restated Development Agreement for Phase 1.
- 39 • The Tehaleh EBPC shall provide a minimum of 40 percent of its gross land
40 area to dedicated open space (critical areas, buffers, allees, parks, amenities,
41 etc.). Adequate open space, recreational opportunities and amenities (both
42 passive and active facilities) shall be provided pursuant to the Hearing
43 Examiner's approval of a park and recreation plan. The park and recreation
44 plan shall include a schedule for completion, correlated with approval of
45 preliminary plats.
46



- The required western access roadway improvements between the EBPC and SR-162 will be developer provided roadway improvements. No more than 1,554 dwelling units will be permitted within Phase 2 until the new westerly connection between the development and McCutcheon Road is completed and open to vehicular travel. The Development Agreement is intended to provide for potential contributions by other developers.
- The Pierce County Hearing Examiner previously authorized a conceptual build out of 6,437 dwelling units throughout the EBPC pursuant to a 1999 decision. To ensure certainty in the provision of certain key transportation infrastructure, no more than 6,437 dwelling units will be authorized in the EBPC until the new Rhodes Lake Road East corridor to SR-162, including the 128th Street East widening project, is complete and the Tehaleh project is in compliance with a WSDOT mitigation agreement for the improvement of SR-162 between 128th Street East and Military Road East. The Council expects that the specific improvement requirements of the WSDOT mitigation agreement will be incorporated in the Development Agreement.
- Gravel extraction or surface mining activities shall be subject to Hearing Examiner approval through a conditional use permit. Off-site transport or exporting of gravel from the EBPC shall be by way of 198th Avenue East until the new western access roadway improvements between the EBPC and SR-162 are completed. All gravel hauling trucks shall adhere to the Bonney Lake truck route map. Off-site transport of gravel shall be limited to 1,000 trips per week, with a maximum of 300 trips on any one day (a truck and trailer is considered one vehicle and one round trip equals two trips).

Whereas, the Council is required to review the proposed Development Agreement in a public hearing and, if acceptable, adopt an Ordinance authorizing the County Executive to enter into the approved Development Agreement. The Council's public hearing is not intended to duplicate any hearing conducted by the Hearing Examiner in its quasi-judicial role; and

Whereas, the Development Agreement shall include procedures for modification of the terms, conditions, mitigation and applicable regulations. Amendments to the Development Agreement shall be subject to Council approval; and

Whereas, the Council recognizes the development proposal included in the August 14, 2014, Tehaleh Phase 2 major amendment application has provided for the framework of the Tehaleh Phase 2 updated Development Agreement attached as Exhibit A; **Now Therefore**,

BE IT ORDAINED by the Council of Pierce County:

Section 1. The Development Agreement for Tehaleh Phase 2 is hereby approved and the Executive is hereby authorized to enter into the approved Development Agreement as shown in Exhibit A, which is attached hereto and incorporated herein by reference.



1 Section 2. Findings of Fact documenting the actions taken by the County
2 Council are hereby adopted as shown in Exhibit B, which is attached hereto and
3 incorporated herein by reference.
4

5
6 PASSED this 27th day of November, 2018.

7
8 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

9
10
11 Denise D. Johnson
12 **Denise D. Johnson**
13 Clerk of the Council

Douglas G. Richardson
Douglas G. Richardson
Council Chair

14
15
16 Bruce F. Dammeier
17 **Bruce F. Dammeier**
18 Pierce County Executive
19 Approved Vetoed _____, this
20 11th day of December,
21 2018.
22

23
24 Date of Publication of
25 Notice of Public Hearing: November 7, 2018

26
27 Effective Date of Ordinance: December 21, 2018
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TEHALEH
EMPLOYMENT-BASED
PLANNED COMMUNITY
PHASE 2
DEVELOPMENT AGREEMENT

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**TEHALEH
EMPLOYMENT-BASED PLANNED COMMUNITY
PHASE 2 DEVELOPMENT AGREEMENT**

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This Development Agreement (the “2018 Phase 2 Development Agreement” or “this Agreement”) is made by the COUNTY OF PIERCE, a political subdivision of the state of Washington ("Pierce County"), and NASH Cascadia Verde, LLC, a limited liability company ("NASH").

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RECITALS

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- A. Revised Code of Washington (RCW) 36.70B.170 through .210 authorize the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction.
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- B. A development agreement provides a developer an assurance that existing regulations in effect and cited in the agreement will govern and vest the development, use, and mitigation of anticipated new development of the real property, enabling the local government and developer to plan for the development and services, infrastructure, or other facilities related to the development.
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- C. The Pierce County Council adopted Resolution No. R2018-80s on July 10, 2018 to initiate this 2018 Phase 2 Development Agreement.
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- D. NASH is developer of the "Tehaleh Site", certain real property consisting of approximately 4,756 acres located in the Pierce County Urban Growth Area and zoned Employment Based Planned Community (“EBPC”). NASH is developing the Tehaleh Site, as the community of “Tehaleh”, sometimes referred to as the “Project”. The Tehaleh Site is diagrammed on Exhibit “A” and legally described on Exhibit “A-1”. NASH owns the Project Site that will be subject to this Agreement.
- E. The Tehaleh Site was originally known as Cascadia and the original Cascadia EBPC Planned Unit Development (“PUD”) was approved by the Pierce County Hearing Examiner on June 18, 1999 with a subsequent decision on a request for reconsideration issued on August 24, 1999. The approved Cascadia PUD was to be built-out in three phases that included residential, employment, business park, school, park, and open space uses.
- F. On September 8, 1999, Pierce County and Cascadia Development Corporation, the then owner, entered into the Cascadia EBPC Development Agreement pursuant to Pierce County Code (PCC) 18A.75.080, which at that time required such an agreement. The 1999 Cascadia Development Agreement specifically authorized Phase 1 and gave conceptual approval to the overall development of the PUD.
- G. After NASH became the owner of Tehaleh, the Hearing Examiner, on April 23, 2014, approved a major amendment to the PUD, which modified Phase 1 and resulted in a few revisions to the 1999 Cascadia Development Agreement, which had been approved by the Planning Director in 1999. These changes were subsequently incorporated into a 2015 Restated Tehaleh Development Agreement approved by the County Council on June 2,

1 2015 under Ordinance No. 2015-31s (“2015 Development Agreement”). The 2015
2 Development Agreement requires Council approval of a separate development agreement
3 for Phase 1.

4 H. On April 6, 2016, the Council adopted Ordinance No. 2016-14s modifying PCC
5 18A.75.080, the PUD process, and PCC 18A.100.020, the Development Agreement
6 process, to clarify that a development agreement is not a code requirement for a PUD, but
7 that a development agreement under RCW 36.70B and PCC 18A.100 can be associated
8 with a PUD.

9 I. A development agreement approved by the Council under PCC Chapter 18A.100 and RCW
10 36.70B.170 to .210 must be consistent with applicable development regulations. In
11 reviewing and approving the 2018 Phase 2 Development Agreement, the County Council
12 recognizes that Hearing Examiner approval of a Project Master Plan must achieve the
13 Council’s goals and objectives. The Project Master Plan is part of a new approval process
14 for Planned Unit Developments set forth by the County Council on April 6, 2016 through
15 Ordinance No. 2016-14s.

16 J. NASH submitted the Phase 2 Tehaleh Major Amendment to the 1999 PUD approval
17 application on August 2, 2014 (“Phase 2 Application”). Pierce County has issued a Final
18 Supplemental Environmental Impact Statement (“FSEIS”) for Phase 2. The development
19 proposal described in the Phase 2 Major Amendment application provides the framework
20 for the Draft and Final Phase 2 Supplemental Environmental Impact Statement (SEIS), this
21 2018 Phase 2 Development Agreement and Examiner’s review of a Project Master Plan.

22 K. The County Council recognizes the Tehaleh community, as developing under the current
23 2015 Development Agreement, the 1999 Cascadia Development Agreement, and the PUD
24 code over a twenty-year period to date, is becoming an exceptional mixed-use development
25 in a manner that, in many cases, exceeds the requirements of County standards. The 2015
26 Development Agreement has served an important role in supporting that long-term effort
27 and is an appropriate model for continued development of Tehaleh.

28 L. In initiating the negotiation of a development agreement through Resolution 2018-80s, the
29 Council set forth certain policy and mitigation objectives and now finds that the 2018 Phase
30 2 Development Agreement meets those objectives.

31 **AGREEMENT**

32 NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth
33 in this Agreement, the parties agree as follows:

34 **1. PROJECT MASTER PLAN REQUIRED**

35 As part of the approval required under Resolution No. R2018-80s and this Agreement,
36 NASH is required to submit a proposed Project Master Plan as described in PCC 18A.75.080.M.1.
37 for review and approval. Planning and Public Works shall process and review the Project Master
38 Plan. The Hearing Examiner shall hear and approve the final Project Master Plan. Approval of the
39 Project Master Plan shall be based on compliance with the applicable provisions of Section
40 18A.75.080. and the provisions of this 2018 Phase 2 Development Agreement. The County

1 Council approved the 2015 Development Agreement and has expressed its general approval of
2 development in Phase 1 of Tehaleh under that agreement. The Council recognizes that the 2015
3 Development Agreement is a contributing factor to the success of the development, including the
4 allowed uses and applicable development standards and standard modifications; approval of the
5 Project Master Plan shall be generally consistent with Phase 1.

6 **2. PROPERTY COVERED**

7 This 2018 Phase 2 Development Agreement shall apply to the entire area described as
8 “Tehaleh Phase 2” which is identified on **Exhibit “A”** and more particularly described in **Exhibit**
9 **“A-2”**.

10 This Agreement shall also apply to the “Phase 1 Surplus Areas” within the original Phase
11 1 boundary as depicted on **Exhibit “A”** and more particularly described in **Exhibit “A-3”**. The
12 2015 Development Agreement acknowledged that the approved residential development in Phase
13 1 might be completed within a smaller geographic area, leaving these ‘surplus’ areas that would
14 be developed when additional dwelling units were permitted in later phases. The Phase 1 Surplus
15 Areas shall be included in the Project Master Plan to be developed subject to the requirements of
16 the 2018 Phase 2 Development Agreement.

17 Tehaleh Phase 2 and the Phase 1 Surplus Areas are jointly referred to as the “Phase 2
18 Development Area”.

19 The remaining Phase 1 area shall remain subject to the 2015 Development Agreement.
20 NASH reserves the right to locate remaining multi-family dwelling units approved in Phase 1 into
21 Phase 2 areas in which case the dwelling units must be developed according to the terms of this
22 2018 Phase 2 Development Agreement.

23 **3. PROJECT MASTER PLAN**

24 **3.1 General Requirements**

25 The Tehaleh Phase 2 Development Area will be developed with the same types of land
26 uses as established in the 2015 Development Agreement including employment, commercial,
27 civic, residential, public facilities, open space and parks. Residential development and supporting
28 residential accessory uses and associated amenities shall not be the exclusive use. The Project
29 Master Plan approved by the Hearing Examiner shall include, at a minimum, the following
30 elements:

- 31 a) a mix of employment, commercial, civic, residential, public facility, open space and
32 park uses;
- 33 b) a minimum of 40% of the Project acreage shall be dedicated open space, i.e., critical
34 areas, buffers, alleés, parks, and/or amenities.
- 35 c) a minimum of 10% of the Project acreage dedicated to and developed for
36 employment uses, with no greater than 15% of the employment acreage devoted to
37 Low Employment Uses as defined below;
- 38 d) a maximum of 9,700 dwelling units, including those approved in Phase 1;

- e) a maximum of 23% of the total dwelling units in the Project may be deed-restricted as “age-qualified”; and
- f) a minimum of 11% of the dwelling units in the Project shall be multi-family;

3.1.1 Location, Type and Density of Residential Development

A variety of residential use types and levels shall be provided spanning the range of permitted densities from 1 to 25 dwelling units per gross acre for each development project. Residential use types shall be permitted at the following density ranges per gross acre of project area by zone:

- Residential: 1 to 10 dwelling units
- Multi-Family: 10 to 25 dwelling units

The actual types, amounts and densities of development will vary in response to changing market conditions; however, residential development must meet minimum density requirements for the Project and not exceed the timing and other limitations in this Agreement.

3.1.2 Location, Type and Timing of Employment

Sufficient acreage will be dedicated to meet the requirement of PCC Section 18A.75.080.H.2 that a minimum of 10 percent of the total gross acreage of an EBPC site must be developed in employment uses, including commercial and civic uses. However, a maximum of 50% of gross school acreage identified in the Project Master Plan may be counted toward the employment requirement. The actual use types and levels will be allowed according to the Project Master Plan and determined by market conditions but high employment uses are encouraged. No more than 15% of the gross employment acreage may be developed with “Low Employment Uses” defined as the primary use being either a “warehousing, distribution and freight movement” facility or “storage and moving” facility. Recognizing that integrated storage and distribution areas are essential to many commercial and industrial facilities, this restriction is not intended to limit the amount of ancillary storage associated other use types and levels. The Project Master Plan shall allow for more flexible reuse of buildings initially built for employment uses. Such provisions shall consider both the current market conditions at the time of the reuse and the Council’s employment goals.

Development of the employment center shall be prioritized by extending major necessary infrastructure to the perimeter of all dedicated employment centers on a schedule to be set forth in the Project Master Plan. The number of building permits issued for residential dwelling units shall be capped at 6,437 until a minimum of 100 acres of the employment center have been established in the Project and necessary utilities and infrastructure has been extended to the perimeter of all employment center zones. Surface mining operations as an interim use for the primary purpose of providing construction material for the development of the Project and Surface Mining permitted by Conditional Use Permit under the Project Master Plan shall not qualify to meet this employment requirement.

Gravel extraction or surface mining activities where permitted by the Project Master Plan shall be subject to Hearing Examiner approval through a conditional use permit. All gravel hauling trucks shall adhere to local truck route maps. Off-site transport of gravel from surface mines in the

1 Project by way of 198th Avenue East (other than as may be required for the construction of 198th
2 Avenue East improvements) shall be limited to 1,000 trips per week, with a maximum of 300 trips
3 on any one day (a truck and trailer is considered one vehicle and one round trip equals two trips).

4 To recognize the changing nature of employment, in addition to employment at designated
5 centers, home occupations in residential areas, while not considered in the 10% employment
6 requirement, shall be permitted and reasonably accommodated similar to Phase 1.

7 **3.1.3 Open Space and Recreational Facilities**

8 A minimum of 40% of the gross land area in the Project will be dedicated to open space
9 (critical areas, buffers, alleés, parks, amenities, etc.), thus exceeding the PUD requirement of 30%.
10 Adequate open space and recreational opportunities and amenities (both passive and active
11 facilities) will be provided consistent with the Master Park and Trail Plan updated for the Phase 2
12 Development Area. The schedule for completion of parks will be correlated to residential
13 development and/or demonstrated recreational needs and subject to the Hearing Examiner's
14 approval as an element of the Project Master Plan and Subsequent Approvals.

15 **3.2 PUBLIC FACILITIES AND INFRASTRUCTURE**

16 NASH will continue to provide public and franchise utilities in a timely manner.

17 **3.2.1. Master Utility Plans.**

18 Existing master plans for Phase 1 utilities anticipated and accommodated service for future
19 phases. These master plans have been updated through the development of Phase 1 and should
20 continue to be updated, amended and approved as development progresses in Phase 2:

21 **Sewer Facilities.** The Master Sewer Plan will provide for continued extensions of a public
22 sewer system owned and operated by Pierce County Planning and Public Works, which
23 will connect to the onsite Cascadia Wastewater Treatment Plant (WWTP) at Tehaleh
24 constructed by NASH and dedicated to Pierce County to be owned and operated pursuant
25 to the "Development Agreement for the Cascadia Wastewater Treatment Plant at Tehaleh"
26 dated April 17, 2013. The on-site permanent WWTP has been designed to produce Class
27 "A" treated effluent for use as a landscape irrigation source or for commercial applications
28 when flows and demand warrant.

29 **Stormwater Facilities.** The Tehaleh Master Drainage Plan will continue to provide a
30 system of regional infiltration facilities, detention ponds and a master system of
31 overflow/bypass pipes and channels for Phase 2 development. The entire Project will
32 continue to be considered the "Project Site" for purposes of storm water management.

33 **Domestic Water Facilities.** A water supply will be provided by Tacoma Public Utilities,
34 which has issued a letter of water availability for the Tehaleh Site. The Master Water Plan
35 describes the water zones and anticipated reservoirs. All water system facilities will be
36 designed in accordance with Tacoma Public Utilities standards and specifications. Fire
37 flow will be provided to meet Pierce County and Tacoma criteria.

1 Notwithstanding anything herein to the contrary, utility facilities constructed in Phase 1
2 serving development in the Phase 2 Development Area remain vested to the development standards
3 to which the facilities were designed and approved unless State law requires otherwise.

4 **3.2.2 Schools**

5 The Project Master Plan shall identify school sites consistent with projected demand and
6 provide for cooperation with both the Orting and Sumner-Bonney Lake School Districts in siting
7 school facilities. School sites shall be permitted in multiple zones under the Tehaleh Use Tables
8 and shall not be limited to those sites identified on the Project Master Plan. School impact fees at
9 the rates established by Pierce County will be required to be paid at time of building permit
10 issuance for all residential units other than those in “age qualified” communities or otherwise
11 exempt under applicable County code.

12 **3.2.3 Fire Protection**

13 The Project Site is within the jurisdiction of East Pierce Fire and Rescue (“EPFR”). NASH
14 and EPFR have executed an Amended Mitigation Agreement dated June 16, 2017, and compliance
15 with that agreement, as it may be modified by mutual agreement of the parties, is required.

16 **3.2.4 Parks**

17 The Phase 1 Tehaleh Master Park and Trail Plan shall be updated and expanded to include
18 the Phase 2 Development Area as an element of the Project Master Plan. Development shall be
19 subject to Pierce County park impact fees to offset demands on County facilities consistent with
20 the County’s parks impact fee ordinance. Specific elements of Tehaleh’s master park and trail
21 system may be eligible for credit against park impact fees subject to applicable Pierce County
22 Code requirements for credits and reimbursements.

23 **3.2.5 Other Public and Franchise Facilities and Infrastructure**

24 The Project Master Plan should provide for continued timely extensions of power, gas, and
25 telecommunications into Phase 2 Development Area, as available, and make allowances for other
26 services that may become available (such as internet service, wireless communication, alternate
27 energy sources, etc.). All utilities or facilities installed in the County rights-of-way shall be
28 authorized by applicable license or franchise consistent with Pierce County Code and approved by
29 Planning and Public Works.

30 **3.3 TRANSPORTATION SYSTEMS**

31 **3.3.1 Road Standards**

32 The Project Master Plan will provide that all new roadways for Phase 2 Development Area
33 will be constructed to the road standards in effect on the Vesting Date with modifications approved
34 by the Hearing Examiner or Pierce County Planning and Public Works as appropriate.

1 **3.3.2 Pierce County**

2 **Exhibit “B”** includes a comprehensive list and map of roadways and intersections where
 3 traffic generated by Tehaleh Phase 2 creates an identified impact, as well as identified
 4 improvements and timing to mitigate the impact at each location, consistent with the
 5 Transportation Discipline Report of the Phase 2 SEIS. The list includes highways which are under
 6 the jurisdiction of Washington State Department of Transportation (WSDOT) and local roadways.

7 For local roadways, as with Phase 1 traffic mitigation obligations, rather than proportional,
 8 partial contributions spread across the potential projects, the contributions are aggregated to
 9 complete specific improvement projects.

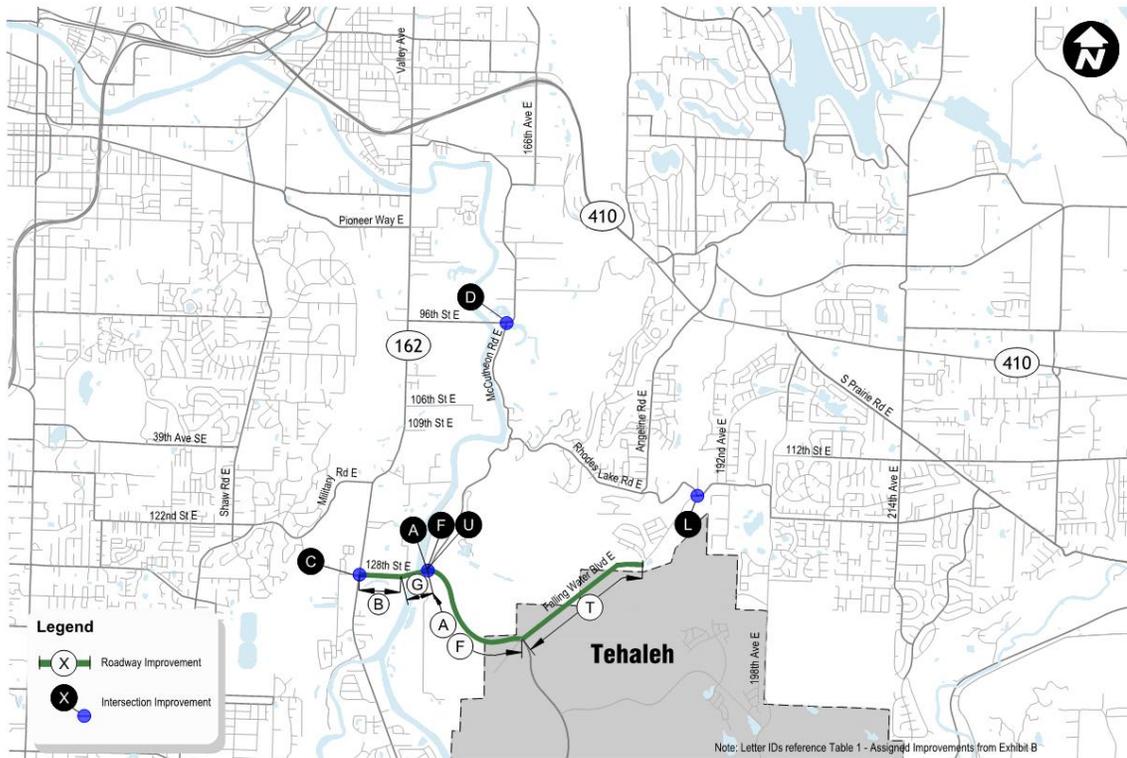
10 The following projects in **Table 1** selected from the comprehensive list at **Exhibit “B”** (the
 11 IDs are consistent with that list and map) are assigned to NASH as mitigation (the “Assigned
 12 Improvements”):

13 *Table 1 – Assigned Improvements from Exhibit “B”*

ID	Location	Assigned Improvement
A	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731) [3-Lane Roadway]	Interim Improvement: Construct a new 3-lane roadway between McCutcheon Rd E and Falling Water Blvd E with 1 WB lane and 2 EB lanes. Install a traffic signal at the 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include shared left/through/right- turn lanes on all approaches.
B	New Rhodes Lake Rd E Segment 1: SR 162 to Bridge (BR #7195-A) (CRP 5842)	Ultimate Improvement: Widen 128th St E between SR 162 and BR #7195-A to 4-lanes.
C	128th St E/SR 162 Intersection (CRP 5842)	Construct SR 162/128th St E intersection (In conjunction with WSDOT project, County improvement is the portion east of the existing SR-162 ROW).
D	McCutcheon Rd E / 96th St E	Install a traffic signal at the McCutcheon Rd E/96th St E intersection and install flashing warning signs to the east along 96th St E-Riverside Rd E.
F	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731) [5-Lane Roadway]	Ultimate Improvement: Widen Tehaleh Blvd E between McCutcheon Rd E and Falling Water Blvd E to 5-lanes with 2 WB lanes and 3 EB lanes. Improve the 128th St E/ Tehaleh Blvd E/McCutcheon Rd E intersection to provide a 300-foot EB left-turn lane and 125-foot WB left-turn lane along 128th St E. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include a 300-foot left-turn lane, a through lane, and a shared through/right-turn lane on the EB approach (128th St E); a 125-foot left-turn lane, a through lane, and a shared through/right-turn lane on the WB approach (Tehaleh Blvd E); and shared left/through/right-turn lane on both the NB and SB approaches (McCutcheon Rd E).
G	New Rhodes Lake Rd E Segment 2: 128th St E Bridge BR #7195-A (CRP 5843)	Ultimate Improvement: Widen 128th St E Bridge BR #7195-A to 4-lanes
L	Falling Water Blvd E / Rhodes Lake Rd E	Install a traffic signal.
T	New Rhodes Lake Rd E Segment 4: Falling Water Blvd E - Tehaleh Blvd E to existing termini of Falling	Construct a new 2-lane roadway between Tehaleh Blvd E and the existing termini of Falling Water Blvd E.

ID	Location	Assigned Improvement
	Water Blvd E (CRP 5841)	
U	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731)	Provide a 500-foot SB left-turn lane at the 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include a 500-foot left-turn lane and a shared through/right-turn lane on the SB approach.
	[128th St E/Tehaleh Blvd E/ McCutcheon Rd E Intersection]	

Figure 1 – Location of Assigned Improvements



Location of Assigned Improvements

Tehaleh EBPC Phase 2

FIGURE
1

Pierce County and NASH are working together to construct CRP 5731 pursuant to the Memorandum of Agreement dated July 16, 2018. Subsequent segments of the New Rhodes Lake Road East corridor are to be constructed under similar agreements according to a schedule provided in the Project Master Plan based on the projected triggers.

The dwelling unit triggers for the Assigned Improvements will be established in the Project Master Plan. When completed as required, whether by NASH and/or other developer required to provide the improvements, the Assigned Improvements shall be deemed to fully satisfy the

1 transportation impacts of Phase 2. The Assigned Improvements are in lieu of Traffic Impact Fee
2 (TIF) obligations that would otherwise be required of Tehaleh for Phase 2 development.

3 **3.3.3 Washington State Department of Transportation**

4 Impacts of Tehaleh on the state highway system will be satisfied by meeting requirements
5 of a Memorandum of Agreement signed by NASH and WSDOT on November 26, 2018.

6 **3.4 Financing of Public Services and Infrastructure**

7 The public infrastructure to be constructed by NASH will include capacity improvements
8 in excess of demands generated by Tehaleh. Consistent with PCC 18A.75.080L, to the extent the
9 improvements to public infrastructure exceed NASH’s fair share, the Council supports latecomer
10 fees, contributions and other adjustments, reimbursements or cost-sharing agreements to offset the
11 excess contribution. The Project Master Plan and other future County actions should be consistent
12 with and support NASH’s cost recovery rights under this provision.

13 **3.5 Affordable Housing**

14 NASH has planned for construction of 7,114 homes in Phase 2. Housing options for a
15 range of income levels will be provided through a mix of lot sizes, housing types, favorable
16 development conditions, proximity to utilities and services and suitable infrastructure and
17 amenities.

18 The Project Housing Affordability Program established for Phase 2 is attached to this
19 agreement as Exhibit “C”. Specifically, the Affordable Housing Program shall provide 10%, i.e.,
20 711 dwelling units, for “Low Income” households earning less than 80% of the median income in
21 Pierce County.

22 A “fee-in-lieu” provision shall apply to any of the 711 constructed “Low Income” dwelling
23 units. The base In-Lieu Fee (to be adjusted for inflation on a tri-annual basis) is as follows:

- 24 • Base In-Lieu Fee for each Low Income unit not constructed Phase 2 \$ 4,864.56*
- 25
- 26 • Base In-Lieu Fee Assessment total for the 10 percent
27 Low Income housing obligation in Phase 2 \$ 3,458,700.00*
- 28
- 29 • Base prorated In-Lieu Fee for each of the 6,300 market rate
30 single-family detached and two-family dwelling units in Phase 2 \$ 549.00*

31 * Unless paid upfront, the base In-Lieu Fee will be adjusted for inflation every three years
32 from the date of final Project Master Plan approval (base date). Price adjustments will be
33 made in accordance with the percentage change in the U.S. Department of Labor Consumer
34 Price Index (CPI-U) for All Urban Consumers, All Items, Not Seasonally Adjusted,
35 Seattle-Tacoma-Bellevue Area. The CPI-U reports are available on line at:
36 <https://data.bls.gov/PDQWeb/cu>. The price adjustment rate will be determined by
37 comparing the percentage difference between the CPI-U in effect on the base date and the
38 CPI-U in effect on each three-year anniversary date thereafter. The percentage difference
39 between those two CPI issues will be the In-lieu fee adjustment rate. If the U.S. Department

1 of Labor Bureau of Labor Statistics discontinues publication of this index, the appropriate
2 area substitute index will be incorporated into the contract by agreement of the parties.
3

4 Prorated In-Lieu Fee assessment payments shall be required prior to recording of each final
5 plat equal to the number of single family detached and two-family units in the plat or prior to
6 issuance of the first building permit in an unplatted single-family or two-family housing
7 development. Reimbursements to NASH of the In-Lieu Fee for construction of each Low Income
8 affordable housing shall be calculated by Pierce County Human Services and occur every three
9 years from the date of final Project Master Plan approval.

10 Pierce County staff shall additionally support NASH's efforts to provide Low Income housing by
11 working with NASH and prospective developers to identify and maximize funding sources and
12 incentives as may be available per PCC 18A.65.040 and 18A.65.050.B.

13 **3.6 Minimum and Maximum Number of Residential Units**

14 The minimum density shall be four (4) dwelling units per net residential acre based on
15 overall Project acreage. The minimum number of dwelling units for an individual parcel will be
16 determined as a matter of individual development approvals.

17 The maximum number of dwelling units is 9,700, including the 2,586 dwelling units in
18 Phase 1, provided that the environmental impacts of that number of dwelling units can be
19 adequately mitigated in the determination of the Hearing Examiner through approval of the Project
20 Master Plan.

21 The number of permitted dwelling units, shall be capped at 6,437, including those allowed
22 in Phase 1, until a minimum of 100 acres of the employment center have been established in the
23 Project and necessary utilities and infrastructure has been extended to the perimeter of all
24 employment center zones. Surface mining operations as an interim use for the primary purpose of
25 providing construction material for the development of the Project and Surface Mining permitted
26 through a subsequent Conditional Use Permit approval under the Project Master Plan shall not
27 qualify to meet this employment requirement.

28 Residents living in assisted living units within senior housing facilities, nursing homes,
29 group homes, and/or accessory dwelling units ("ADUs") shall not be counted toward the dwelling
30 unit caps described above.

31 **3.7 Mitigation Measures, Development Conditions and Other Requirements** 32 **Under Chapter 43.21C RCW**

33 The mitigation measures imposed under the authority of SEPA will be determined by the
34 Hearing Examiner and will be made conditions of the Project Master Plan, except where
35 specifically addressed in this Agreement.

36 With respect to traffic impacts, the maximum number of building permits issued for
37 dwelling units shall be conditioned upon the following transportation improvements:

- 38 a) No more than 1,554 dwelling units will be authorized under building permits within
39 Phase 2 (in addition to the 2,300 single family and 286 multi-family units permitted in

1 Phase 1, a total of 4,140 dwelling units in the Project) until a new public road between
2 Tehaleh and McCutcheon Road East is completed and open to vehicular travel.

3 b) No more than 6,437 dwelling units, including those in Phase 1 will be granted
4 building permits until all Assigned Improvements (except D, L and T) are complete and
5 the Tehaleh project is in compliance with the November 26, 2018 WSDOT Memorandum
6 of Agreement for the improvement of SR162.

7 **4. GENERAL OBLIGATIONS**

8 **4.1 Obligations of Pierce County**

9 Pierce County shall comply with the Project Approval and Subsequent Approvals and shall
10 consider for approval and cooperate with processing and reviewing all applications for the
11 Subsequent Approvals as provided in this Agreement.

12 **4.2 Obligations of NASH**

13 NASH shall comply with the Project Approval and Subsequent Approvals, including,
14 without limitation, those conditions relating to the provision of traffic, sanitary sewer, water, storm
15 water and other infrastructure.

16 **5. ALLOWED USES**

17 Requests for development permits or approvals in Tehaleh Phase 2 Development Area shall
18 be processed and land uses shall be allowed as set forth in the approved Project Master Plan, unless
19 inconsistent with this Development Agreement.

20 **6. DEVELOPMENT STANDARDS**

21 The approved Project Master Plan shall set forth the development standards for the
22 following to be consistent with this Agreement and Applicable Law: Infrastructure, Roads and
23 Non-Motorized Facilities, Stormwater Design and Construction, Sewer Service, Water Service,
24 Park and Recreation Facilities, Land Use and Design, and Critical Areas.

25 **7. VESTING AND APPLICABLE LAW**

26 Under PCC 18.160.050, a complete application vests to all development regulations in
27 effect on the date of the application, August 14, 2014. Pursuant to the authority granted to the
28 Council under RCW Ch. 36.70B and PCC 18.100.040 and 18.160.050, the Council agrees that the
29 vesting date of this Development Agreement shall be the August 14, 2014 date of the complete
30 application for the Phase 2 Major Amendment to the Tehaleh PUD (“Vesting Date”) and such
31 vesting shall extend throughout the term of this Agreement, unless expressly provided otherwise
32 in this Agreement. The County reserves the right to impose new or different regulations to the
33 extent required by a serious threat to public health and safety.

1 **7.1 Applicable Law**

2 The codes, rules, regulations, official policies, standards and specifications (including County
3 Ordinances and Resolutions) applicable to the Phase 2 Development Areas shall be those in effect
4 on August 14, 2014 pursuant to the provisions of this Agreement (the “Applicable Law”). The
5 vested Applicable Law includes Pierce County Code Titles 17A and 17B, Series 18 and 19 and
6 Title 20. All applications for Subsequent Approvals shall conform to the most current versions of
7 Title 17C, the International Building Code, International Fire Code, and other construction codes
8 in effect at the time of such applications. All references to Pierce County Code provisions in this
9 Agreement shall be to those codes in effect on the Vesting Date unless expressly provided
10 otherwise herein. The County Council intends development of the Phase 2 Development Area to
11 be vested to the Applicable Law relating to stormwater management to the fullest extent consistent
12 with State law. The basis for Hearing Examiner modifications authorized under PCC 18A.75.080
13 shall be the laws in effect on the Vesting Date. In no case shall the Examiner’s discretion be used
14 to circumvent the Vesting Date.

15 **7.1.1 Specific Ordinances of Applicable Law**

16 Without limiting the foregoing description, the following are specific development
17 regulation ordinances in effect as of the Vesting Date which are Applicable Law.

18 **Roads and Non-Motorized Facilities**

19 All on-site and off-site road improvements, including public, private and Emergency
20 Vehicle Access Roads, shall comply with the requirements of the 2011 Manual on Design
21 Guidelines and Specifications for Road and Bridge Construction in Pierce County with Pierce
22 County (Ordinance 2010-70s.

23 **Stormwater Design and Construction Standards**

24 The proposed drainage system shall be designed in accordance with Pierce County 2008
25 Stormwater Management and Site Development Manual as amended in 2012 by Pierce County
26 Ordinance 2012-2s. The County Council intends development of the Phase 2 Development Area
27 to be vested to the Applicable Law relating to stormwater management to the fullest extent
28 consistent with State law.

29 **Critical Areas**

30 All critical areas shall be subject to the applicable portions of Chapters 18E.10, 18.20 and
31 18E.120 PCC (effective July 16, 2012).

32 **Wetlands**

33 Wetlands affected by development shall be mitigated per the Pierce County 2008
34 Stormwater Management and Site Development Manual, as amended in 2012 by Pierce County
35 Ordinance 2012-2s, and Chapter 18E.30 PCC (effective July 16, 2012) and as revised (effective
36 June 1, 2014 – Ord. No. 2014-33).

1 **Regulated Fish and Wildlife Species and Habitat Conservation Areas**

2 Chapter 18E.40 PCC (effective July 16, 2012) shall apply and as revised (effective June 1,
3 2014 – Ord. No. 2014-33).

4 **Aquifer Recharge and Wellhead Protection Areas**

5 Chapter 18E.50 PCC (effective on July 16, 2012) shall apply.

6 **Volcanic Hazard Areas**

7 Chapter 18E.60 PCC (effective July 16, 2012) shall apply.

8 **Flood Hazard Areas**

9 Chapter 18E.70 PCC (effective July 16, 2012) shall apply.

10 **Landslide Hazard Areas**

11 Chapter 18E.080 PCC (effective July 16, 2012) shall apply.

12 **Seismic (Earthquake) Hazard Areas**

13 Chapter 18E.90 PCC (effective July 16, 2012) shall apply.

14 **Mine Hazard Areas**

15 Chapter 18E.100 PCC (effective July 16, 2012) shall apply.

16 **Erosion Hazard Areas**

17 Chapter 18E.110 PCC (effective July 16, 2012) shall apply.

18 **Other Series 18 Development Regulations Titles**

19 Title 18 (General Regulations), Title 18A (Zoning), Title 18B (Signs), Title 18F (Land
20 Divisions and Boundary Changes), Title 18H (Forest Practices) and Title 18J (Design Standards
21 and Guidelines) all effective June 1, 2014 shall apply. Title 18G (Conservation Programs)
22 effective January 1, 2014 and as revised (effective June 1, 2014 – Ord. No. 2014-33).

23 **7.2 Project Approval**

24 “Project Approval” of Phase 2 will consist of this Development Agreement and the
25 approval of the Project Master Plan by the Hearing Examiner, both as supported by the analysis of
26 the SEIS.

27 **7.3 Subsequent Approvals**

28 The “Subsequent Approvals” are the applications for all land use and development
29 approvals and permits that are necessary or appropriate for the development of the Phase 2

1 Development Area as requested. The Subsequent Approvals will be reviewed under the
2 Applicable Law and this Development Agreement. The Pierce County Hearing Examiner shall
3 review and issue final decisions for the EBPC PUD and all quasi-judicial matters associated with
4 the EBPC PUD that are described in PCC Section 1.22.080 including preliminary and final plats,
5 conditional use permits and appeals. Minor Amendments or modifications may be approved by
6 the Department. Major amendments may be approved by the Hearing Examiner. The Examiner
7 shall utilize the Department Agreement approved pursuant to PCC 18A.100 as the basis for all
8 land uses decisions and shall follow the development regulations included in PCC 18A.75 for the
9 EBPC PUD.

10 **8. BINDING ON SUCCESSORS; ASSIGNMENT**

11 **8.1 Successors.**

12 The parties acknowledge that development of the Project will involve the sale and
13 assignment of portions of real property within the Project to other persons who will own, develop
14 and/or occupy those portions. This 2018 Phase 2 Development Agreement shall be binding upon
15 and inure to the benefit of the successors and assigns of NASH and Pierce County, except that the
16 special rights of NASH with respect to modifications shall not be transferred to successors and
17 assigns of NASH except as specifically permitted below. Any parcel within the Phase 2
18 Development Area sold to another party shall include the right to develop that parcel only in
19 accordance with this 2018 Phase 2 Development Agreement and the Project Master Plan. Other
20 than with respect to modifications, the purchasing party shall have the benefits and obligations of
21 the 2018 Phase 2 Development Agreement that apply to the specific parcel purchased, including
22 the right to have the Applicable Law applied to its Subsequent Approvals to develop its parcel.

23 **8.2 Assignment of Specific NASH Rights and Obligations.**

24 NASH shall have the right to assign or transfer all or any portion of its interests, rights or
25 obligations as the master developer under this 2018 Phase 2 Development Agreement or in the
26 Project, including the special modification rights, to other parties acquiring an interest or estate in
27 all or any portion of the Phase 2 Development Area, including transfer of all interests through
28 foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. Any such assignment must
29 be in writing and specifically describe the interests, rights, or obligations of NASH that are being
30 assigned to such other party. Consent by Pierce County shall not be required for any transfer of
31 NASH's interests, rights or obligations under this 2018 Phase 2 Development Agreement, but
32 NASH shall give notice of such assignment to the County. Upon the transfer under this section,
33 the transferee shall be entitled to the rights transferred and be subject to all obligations under this
34 2018 Phase 2 Development Agreement as to the rights transferred, and NASH shall be released of
35 liability as to the rights and interests transferred.

36 **9. MODIFICATIONS, AMENDMENTS AND REVOCATION**

37 **9.1 Modifications and Amendments - General**

38 This 2018 Phase 2 Development Agreement shall be amended or modified only by mutual
39 agreement of NASH and the County Council.

1 **9.2 Minor Modifications**

2 The Director need not process a minor modification (described in this paragraph below) as
3 a “minor amendment” under PCC 18.130.020, and may give a proposed minor modification a level
4 of notice, circulation and review commensurate with the nature of the proposal, the extent of the
5 modification, the potential impact on third parties, and the extent to which the modification
6 necessitates review by other departments or agencies. The Director shall maintain a written list of
7 approved minor modifications and shall provide that list to the Hearing Examiner at least annually.

8 Examples of minor modifications that do not require any substantial circulation and review
9 include the following: (1) changes that address aspects of the development not specifically
10 discussed in the Hearing Examiner decision and do not significantly alter the overall plan for the
11 Project; (2) changes that resolve ambiguities in the Hearing Examiner’s decision in a manner fully
12 consistent with the intent of that decision; (3) changes that alter conditions of approval in minor
13 ways that are fully consistent with the purpose of the prior condition; (4) changes that modify the
14 site plan to alter road alignments so long as the change is consistent with applicable County
15 standards and does not affect the connection to lands outside of the Project boundary; (5) changes
16 in the location of alleés as long as the new location has similar characteristics to the prior location;
17 (6) changes that adjust the location of uses in such a way as to have no material impact on
18 surrounding existing uses or the overall character of the development;

19 **9.3 Minor and Major Amendments**

20 Other proposed changes, not falling within the above Section shall be reviewed as follows:
21 The Director may administratively approve minor changes to the Project Master Plan, including
22 conditions of approval, as minor amendments under the procedures of PCC 18.130.020. Minor
23 amendments are defined as those that, in considering the overall Project, do not increase the
24 number of dwelling units, do not decrease net residential density or employment obligations, do
25 not increase impacts on transportation or the environment, and do not reduce buffers or open space.
26 Amendments that do not qualify as minor shall be considered major and subject to the same
27 procedures as the original application.

28 **9.4 Modifications and Amendments – Approvals Required**

29 **9.4.1 Modifications and Amendments by NASH**

30 Modifications and Amendments by NASH as to property it owns within the Phase 2
31 Development Area shall not require the consent or approval of the owners of other property within
32 the Tehaleh Site, but notice shall be given as required by applicable Pierce County Code
33 provisions.

34 **9.4.2 Modifications and Amendments by Other Owners**

35 All major or minor modifications or amendments within the Phase 2 Development Area
36 shall be submitted by NASH or with a letter of authorization from NASH.

1 **10. GENERAL PROVISIONS**

2 **10.1 Recording**

3 Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Pierce County
4 Auditor and during the term of this Agreement shall be binding on the parties, their successors and
5 assigns.

6 **10.2 Interpretation; Severability**

7 **10.2.1 Interpretation**

8 The parties intend this Agreement to be interpreted to the full extent authorized by law as
9 an exercise of Pierce County's authority to enter into such agreements. This Agreement has been
10 reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity
11 shall be construed against the party drafting the document shall apply to the interpretation or
12 enforcement of this Agreement.

13 **10.2.2 Severability**

14 If any provisions of this 2018 Phase 2 Development Agreement are determined to be
15 unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to
16 implement the intent of the parties to the maximum extent allowable under law. If a court finds
17 any portion of this Agreement unenforceable or invalid of, the parties agree to seek diligently to
18 modify the Agreement consistent with the court decision, and no party shall undertake any actions
19 inconsistent with the intent of this Agreement until the modification to this Agreement has been
20 completed. If the parties do not mutually agree to modifications within forty-five (45) days after
21 the court ruling, then either party may initiate the dispute resolution proceedings below for
22 determination of the modifications that implement the intent of this Agreement and the court
23 decision.

24 **10.3 Authority**

25 Pierce County and NASH each represent and warrant it has the respective power and
26 authority, and is duly authorized to execute, deliver and perform its obligations under this
27 Agreement.

28 **10.4 Exhibits**

29 **Exhibit "A"** through **Exhibit "D"** are incorporated herein by reference.

30 **10.5 Headings**

31 The headings in this Agreement are inserted for reference only and shall not be construed
32 to expand, limit or otherwise modify the terms and conditions of this Agreement.

1 **10.6 Time is of the Essence**

2 Time is of the essence of this Agreement and every provision hereof. Unless otherwise set
3 forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action
4 occurs on a weekend or legal holiday, then the time period shall be extended automatically to the
5 next business day.

6 **10.7 Effect and Integration**

7 This 2018 Phase 2 Development Agreement applies to the Phase 2 Development Area and
8 completely replaces and supersedes the 2015 Tehaleh Development Agreement as to the Phase 2
9 Development Area. Terms not defined in this Agreement shall be as set forth in applicable Pierce
10 County Code or in the absence of that given their common meaning. This Agreement represents
11 the entire agreement of the parties as to the Phase 2 Development Area. There are no other
12 agreements, oral or written, except as expressly set forth in this Agreement.

13 **10.8 Disputes; Default and Remedies**

14 **10.8.1 Dispute Resolution**

15 In the event of any dispute relating to this Agreement, all parties upon the request of any
16 other party shall meet within seven (7) days of the request to seek in good faith to resolve the
17 dispute. Pierce County shall send the appropriate department director and persons with information
18 relating to the dispute, and NASH shall send an owner's representative and any consultant or other
19 person with technical information or expertise related to the dispute.

20 **10.8.2 Default and Remedies**

21 No party shall be in default under this Agreement unless it has failed to perform under this
22 Agreement for a period of thirty (30) days after written notice of default from any other party.
23 Each notice of default shall specify the nature of the alleged default and the manner in which the
24 default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be
25 reasonably cured within the thirty (30) day period, then commencement of the cure within such
26 time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any
27 party not in default under this Agreement shall have all rights and remedies provided by law
28 including without limitation damages, specific performance or writs to compel performance or
29 require action consistent with this Agreement.

30 **10.8.3 Relief Against Defaulting Party or Portion of Property**

31 In recognition of the anticipated sales of portions of the Phase 2 Development Area to
32 others to own, develop and/or occupy, the remedies under this Agreement shall be tailored to the
33 property or parties as provided in the remaining provisions of this subsection. After the transfer of
34 portions of property for which the release of liability provisions above apply, any claimed default
35 shall relate as specifically as possible to the property involved and any remedy against any party
36 shall be limited to the extent possible to the owners of such property. To the extent possible, Pierce
37 County shall seek only those remedies that do not adversely affect the rights, duties or obligations
38 of any other non-defaulting owner of portions of the property under this Agreement and shall seek
39 to utilize the severability provisions set forth in this Agreement.

1 **10.9 Term**

2 This 2018 Tehaleh Development Agreement shall be valid for a period of thirty (30) years
3 from the Effective Date. Extensions will require this Agreement be brought back to Council for
4 review.

5 **10.10 Five-Year Review**

6 The Project Master Plan shall be reviewed by the Pierce County Hearing Examiner at least
7 every five years until buildout. The review shall address compliance with the conditions of
8 approval and progress towards completion. The review may also assess whether the development
9 is well designed, contains a balance of uses, efficiently uses public facilities and services, and
10 provides adequate open space. The review may be scheduled in conjunction with any required
11 Phase 1 review as deemed appropriate by the County.

12 **10.10.1 Report**

13 Within thirty (30) days following the five-year anniversary of the Effective Date of this
14 Tehaleh Development Agreement, the County shall prepare a report summarizing the status of the
15 project. The report shall be made available to the County Council, Planning Director, the Hearing
16 Examiner and NASH for review. Parties of record shall be notified of its availability for review.
17 Contents of the report shall include, but not be limited to the following:

- 18 a) Location and density of subsequently approved residential development;
- 19 b) Location and type of subsequently approved non-residential development;
- 20 c) Location and type of open space and recreation facilities;
- 21 d) Location and type of on-site and off-site roads, utilities and infrastructure;
- 22 e) An analysis of the effectiveness of currently employed public notification procedures;
- 23 f) Consistent with RCW 36.70B.170, Pierce County shall reserve the authority to
24 recommend new or different regulations for the Project to the extent required by a
25 serious threat to public health and safety at each five-year review.

26 **10.10.2 Comment Period**

27 Review and comment on the report shall be take place within 30 days of its issuance. If no
28 comments are received by the County within the review period, the five-year review shall be
29 deemed to be complete. Comments received shall be referred to the Planning Director for
30 appropriate action.

31 **10.11 Council Reports**

32 Every year near the anniversary of this Development Agreement, NASH and the Pierce
33 County Planning and Public Works Department shall prepare and submit a report to the Pierce
34 County Economic Development Department and County Council summarizing the status of the
35 project and development during the prior one-year period. The report shall identify measures that
36 would facilitate the successful development of Tehaleh and in particular the development of

1 employment uses. The County Council may request a presentation of the report at a public meeting
2 by NASH and the Economic Development Department.

3 **10.12 Estoppel Certificate**

4 Within thirty (30) days following any written request which any party or a mortgagee may
5 make from time to time, the other party to this Agreement shall execute and deliver to the
6 requesting person a statement certifying that: (1) this Agreement is unmodified and in full force
7 and effect, or stating the date and nature of any modification; (2) to the best knowledge of the
8 certifying party, (a) no notice of default has been sent or specifying the date(s) and nature of the
9 notice of such default and (b) no written notice of infraction has been issued in connection with
10 the Project; and (3) any other reasonably requested information. Failure to deliver such statement
11 to the requesting party within the thirty (30) day period shall constitute a conclusive presumption
12 against the party failing to deliver such statement that this Agreement is in full force and effect
13 without modification or default (except as may be represented by the requesting party). The
14 delivery of estoppel certificate on behalf of Pierce County pursuant to this section shall be deemed
15 an administrative matter and shall not require legislative action.

16 **10.13 No Third-Party Benefit**

17 This Agreement is made and entered into for the sole protection and benefit of the parties,
18 their successors and assigns. No other person shall have any right of action based upon any
19 provision of this Agreement.

20 **10.14 Notice**

21 All communications, notices and demands of any kind which a party under this Agreement
22 requires or desires to give to any other party shall be in writing and either (1) delivered personally,
23 (2) sent by facsimile or email transmission with an additional copy mailed first class, or (3)
24 deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed
25 as follows:

As to NASH: NASH Cascadia Verde, LLC
Attn: Scott Jones
505 S. 336th Street #430
Federal Way, WA 98003

with copy to: Gordon Thomas Honeywell LLP
Attn: William T. Lynn
P.O. Box 1157
Tacoma, WA 98401

As to Pierce County: Pierce County Planning and Public Works
Department
2401 South 35th Street, Suite 175
Tacoma, WA 98409

with a copy to: Office of the Pierce County Council
930 Tacoma Avenue South, 10th Floor
Tacoma, WA 98402

1 Notice by hand delivery, facsimile or email shall be effective upon receipt. If deposited in
2 the mail, notice shall be deemed delivered 48 hours after deposited. Any party at any time by notice
3 to the other party may designate a different address or person to which such notice or
4 communication shall be given.

5 **10.15 Cooperation**

6 The parties shall not unreasonably withhold requests for information, approvals or consents
7 provided for in this Agreement. The parties agree to take further actions and execute further
8 documents, either jointly or within their respective powers and authority, to implement the intent
9 of this Agreement. Pierce County agrees to work cooperatively with NASH to achieve the mutually
10 agreeable goals as set forth in this Agreement, subject to Pierce County's independent exercise of
11 judgment. Where appropriate and consistent with applicable law, Pierce County shall become or
12 provide lead agency assistance under SEPA where reasonably necessary to implement this
13 Agreement. Pierce County shall consider use of its eminent domain powers to facilitate
14 implementation of this Agreement, subject to Pierce County's independent exercise of judgment
15 following all applicable procedures necessary to use eminent domain power.

16 **10.16 Delays**

17 If either party is delayed in the performance of its obligations under this Agreement due to
18 *force majeure*, then performance of those obligations shall be excused for the period of delay.

19 **10.17 Effective Date**

20 The effective date of this agreement ("Effective Date") shall be the date the Pierce County
21 Executive has signed the Agreement as indicated below.
22

PIERCE COUNTY

NASH CASCADIA VERDE, LLC

Bruce F. Dammeier
Pierce County Executive

Scott Jones
Its: Authorized Signatory

APPROVED AS TO LEGAL FORM
County Prosecuting Attorney's Office

Todd Campbell
Deputy Prosecuting Attorney

1 STATE OF WASHINGTON)
2) ss.
3 County of _____)

4 On this ____ day of _____, 2018, before me, the undersigned, a notary public in and for the
5 state of Washington, duly commissioned and sworn, personally appeared Bruce Dammeier,
6 Washington, a municipal corporation and political subdivision of the state of Washington, who
7 executed the within and foregoing instrument and acknowledged the said instrument to be the free
8 and voluntary act and deed of said municipal corporation, for the uses and purposes mentioned in
9 the instrument, and on oath stated that he is authorized to execute the said instrument.

10 Given under my hand and official seal this ____ day of _____, 2018.

11 _____
12 Type/Print Name: _____
13 Notary Public in and for the State of Washington
14 residing at _____
15 My Commission expires _____

16

17

18

19 STATE OF WASHINGTON)
20): ss.
21 COUNTY OF PIERCE)

22 On this ____ day of _____, 2018, before me, the undersigned, a notary public
23 in and for the state of Washington, duly commissioned and sworn, personally appeared Scott Jones,
24 to me known to be the Authorized Signatory of NASH Cascadia Verde, LLC, the limited liability
25 company that executed the within and foregoing instrument and acknowledged the said instrument
26 to be the free and voluntary act and deed of said company for the uses and purposes therein
27 mentioned, and on oath stated that he was authorized to execute and in fact executed said
28 instrument on behalf of the company.

29 Given under my hand and official seal this ____ day of _____, 2018.

30 _____
31 Type/Print Name: _____
32 Notary Public in and for the State of Washington
33 residing at _____
34 My Commission expires _____

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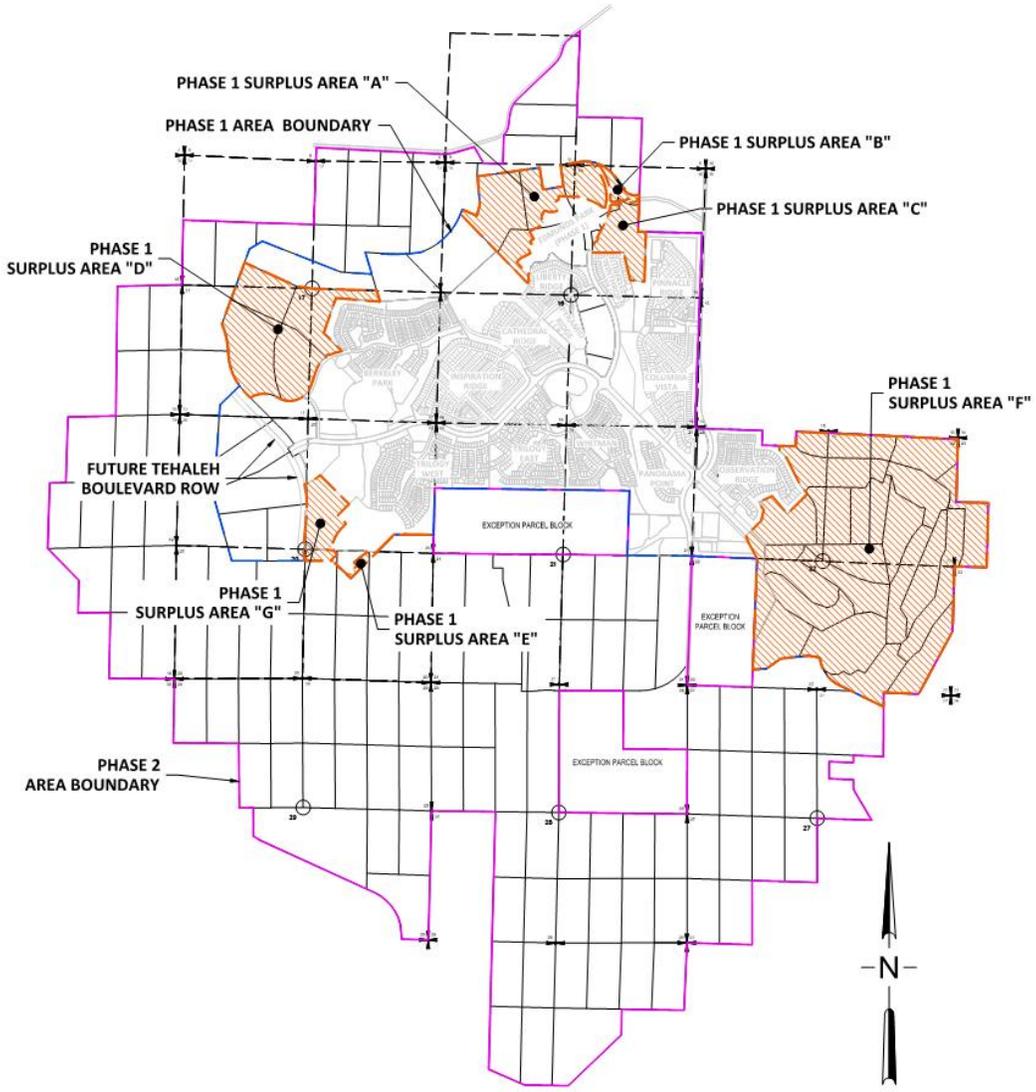
EXHIBIT "A"

Tehaleh Site Map

Tehaleh Phase 1 Surplus Areas A, B and C - Detail Map

Tehaleh Phase 1 Surplus Area E - Detail Map

FILE: J:\CASCADIA\16183 - TEHALEH PHASE 1 SURPLUS\600 SURVEY\602 DWG\EXHIBITS\PHASE 1 & 2 EXHIBIT.DWG



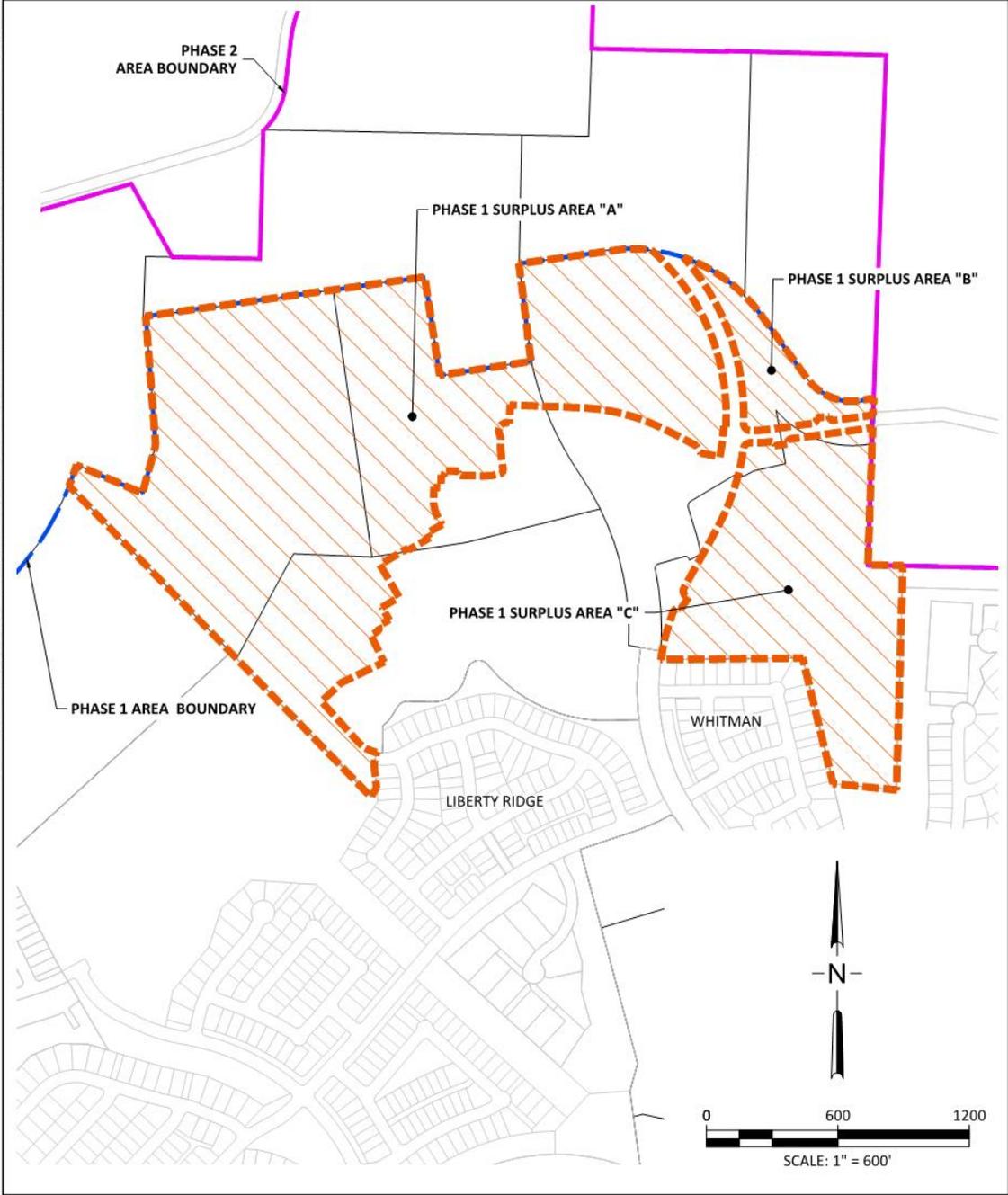
Mackay Sposito

33400 8TH AVENUE SOUTH, SUITE 130
FEDERAL WAY, WA 98003
PHONE (253) 205-8700
www.mackaysposito.com

TEHALEH E.B.P.C
EXHIBIT A
TEHALEH SITE MAP

PROJECT NO.: 16183
DRAWN BY: LKO
CHECKED BY: BRS
DATE: 09/10/18
SHEET NO. 1 OF 3

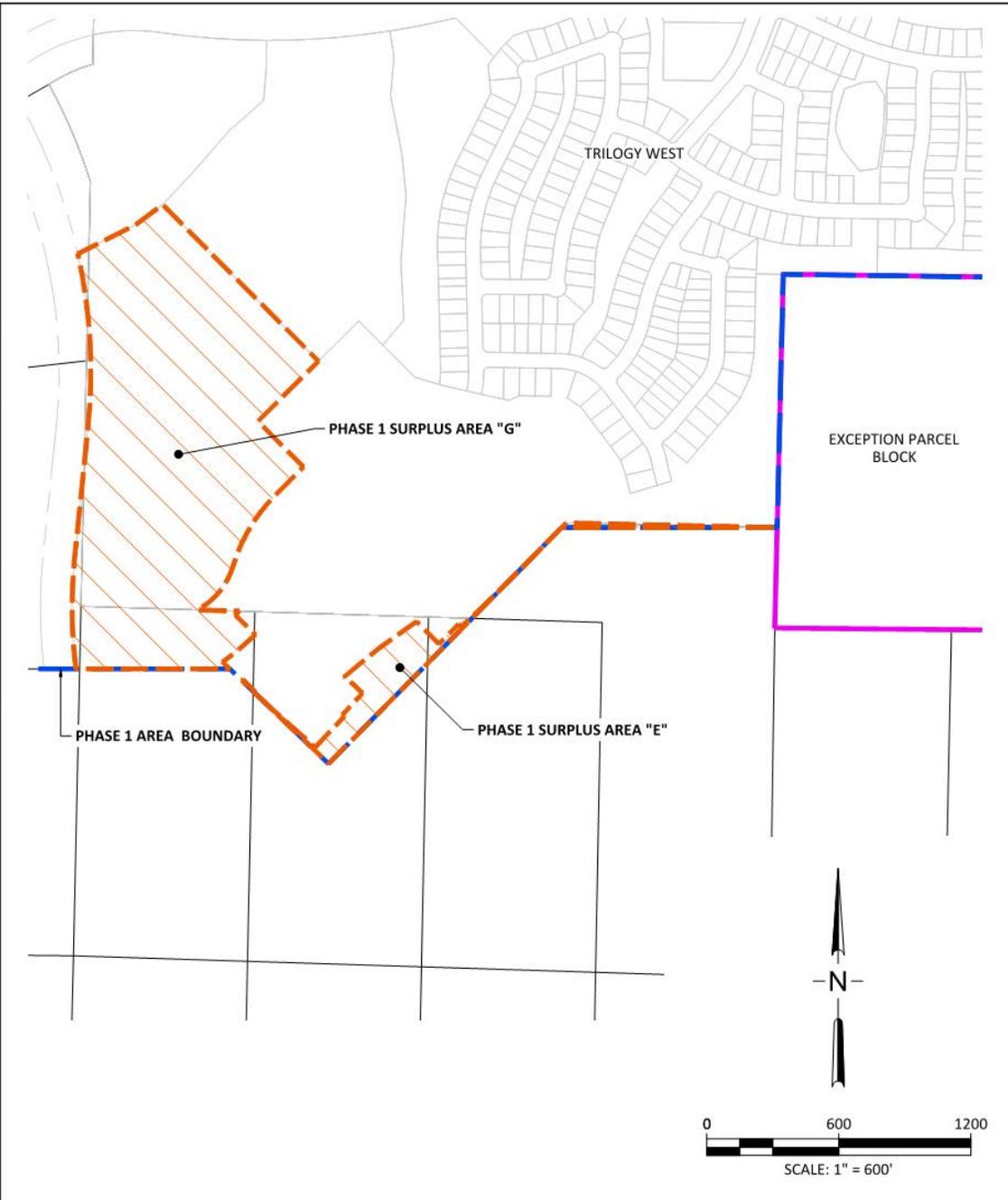
FILE: J:\CASCADIA\16183 - TEHALEH PHASE 1 SURPLUS\600 SURVEY\602 DWG\EXHIBITS\PHASE 1 & 2 EXHIBIT.DWG



Mackay Sposito	TEHALEH E.B.P.C	PROJECT NO.: 16183
<small>33400 8TH AVENUE SOUTH, SUITE 130 FEDERAL WAY, WA 98003 PHONE (253) 205-8700 www.mackaysposito.com</small>	EXHIBIT A TEHALEH SITE	DRAWN BY: LKO
		CHECKED BY: BRS
		DATE: 09/10/18
		SHEET NO. 2 OF 3

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FILE: J:\CASCADIA\16183 - TEHALEH PHASE 1 SURPLUS\600 SURVEY\602 DWG\EXHIBITS\PHASE 1 & 2 EXHIBIT.DWG



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Mackay Sposito	TEHALEH E.B.P.C	PROJECT NO.: 16183
33400 8TH AVENUE SOUTH, SUITE 130 FEDERAL WAY, WA 98003 PHONE (253) 205-8700 www.mackaysposito.com	EXHIBIT A TEHALEH SITE	DRAWN BY: LKO
		CHECKED BY: BRS
		DATE: 09/10/18
		SHEET NO. 3 OF 3

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EXHIBIT "A-1"
Tehaleh Site Legal Description

(Attached)

EXHIBIT A-1
TEHALEH SITE LEGAL DESCRIPTION

ALL OF THAT PORTION OF SECTIONS 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

PARCEL 1:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING NUMBER 1083485.

PARCEL 2:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALL THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER LYING SOUTHERLY AND EASTERLY OF THE STRIP OF LAND CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MAY 8, 1911, RECORDED UNDER RECORDING NUMBER 359284, ALL IN SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING NUMBER 1083485.

PARCEL 3:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION CONVEYED BY DEED RECORDED UNDER RECORDING NO. 200709060331.

AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WINTHROP AT CASCADIA AS RECORDED UNDER RECORDING NO. 200811205006.

AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WHITMAN AT CASCADIA AS RECORDED UNDER RECORDING NO. 200807305006

AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF LIBERTY RIDGE AT CASCADIA AS RECORDED UNDER RECORDING NO. 200907305007

AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF COLUMBIA VISTA AT CASCADIA PHASE 1 ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200806115002.

1 ALSO EXCEPT THAT PORTION LYING WITHIN CASCADIA BLVD AS CONVEYED BY DEED
2 RECORDED UNDER RECORDING NO. 200707190856.

3
4 ALSO EXCEPTING THAT PORTION LYING WITHIN CANYON FALLS BLVD AS CONVEYED BY
5 DEED RECORDED UNDER RECORDING NO. 200707190857.

6
7 AND FURTHER EXCEPTING THAT PORTION DEEDED FOR 198TH AVE E. BY DEED
8 RECORDED UNDER RECORDING NO. 200612150638.

9
10 **PARCEL 4:**

11 THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER AND
12 THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 17,
13 TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

14
15 **PARCEL 5:**

16 THE EAST HALF OF THE SOUTHEAST QUARTER AND THE EAST 717.7 FEET OF THE SOUTH
17 30.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION
18 18, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

19
20 **PARCEL 6:**

21 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE
22 NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE WEST
23 HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH
24 HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST
25 QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST
26 QUARTER LYING EASTERLY OF THE CARBON RIVER AND THE SOUTHEAST QUARTER OF
27 THE SOUTHEAST QUARTER, ALL IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 5 EAST,
28 WILLAMETTE MERIDIAN.

29
30 **PARCEL 7:**

31 ALL OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

32
33 **PARCEL 8:**

34 THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE
35 NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE
36 SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP
37 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

38
39 EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WHITMAN AT CASCADIA AS
40 RECORDED UNDER RECORDING NO. 200807305006.

41
42 EXCEPT THAT PORTION LYING WITHIN THE PLAT OF COLUMBIA VISTA AT CASCADIA
43 PHASE 1 ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200806115002.

44
45 EXCEPTING THAT PORTION DEEDED FOR 198TH AVE E. BY DEED RECORDED UNDER
46 RECORDING NO. 200612150638.

47
48 ALSO EXCEPT THAT PORTION LYING WITHIN CASCADIA BLVD AS CONVEYED BY DEED
49 RECORDED UNDER RECORDING NO. 200707190856.

1
2 TOGETHER WITH THAT PORTION OF VACATED 198TH AVENUE EAST AS VACATED BY
3 ORDINANCE NO. 2009-28 AND RECORDED UNDER RECORDING NO. 200908170023.
4

5 **PARCEL 9:**

6 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST
7 QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST
8 QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 27, TOWNSHIP 19 NORTH,
9 RANGE 5 EAST, WILLAMETTE MERIDIAN, AND THAT PORTION OF THE SOUTHWEST
10 QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 DESCRIBED AS FOLLOWS:
11 BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE
12 NORTHEAST QUARTER; THENCE NORTH 1320.00 FEET TO THE NORTHEAST CORNER OF
13 SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 750.00 FEET
14 ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
15 THENCE SOUTH 700.00 FEET PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER
16 OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH
17 LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID POINT BEING
18 1120.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE
19 OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF
20 BEGINNING;

21
22 EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE
23 NORTHEAST QUARTER CONVEYED TO THE ORTING LIGHT & WATER CORPORATION BY
24 DEED DATED JANUARY 16, 1914 AND RECORDED UNDER RECORDING NUMBER 398202,
25 RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING
26 AT A STAKE LOCATED AT A SPRING IN THE NORTHWEST QUARTER OF THE SOUTHWEST
27 QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, WHICH SPRING IS LOCATED
28 ABOUT 400.00 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION AND 300.00 FEET
29 SOUTH OF THE NORTH LINE OF SAID 16TH QUARTER SECTION LINE; THENCE RUNNING
30 WEST 150.00 FEET FOR POINT OF BEGINNING; THENCE SOUTH 200.00 FEET ON A LINE
31 PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION; THENCE EAST 500.00 FEET
32 ON A LINE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH
33 350.00 FEET ON A LINE PARALLEL WITH SAID WEST LINE OF SAID QUARTER SECTION;
34 THENCE WEST 500.00 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF SAID
35 QUARTER SECTION; THENCE SOUTH 150.00 FEET TO THE POINT OF BEGINNING.

36
37 EXCEPTING THAT PORTION CONVEYED BY DEED RECORDED UNDER RECORDING NO.
38 200801150588.

39
40 **PARCEL 10:**

41 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST
42 QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST
43 QUARTER, ALL IN SECTION 28, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE
44 MERIDIAN. EXCEPT ROADS.

45
46 **PARCEL 11:**

47 THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND
48 THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE EAST
49 1020.36 FEET OF GOVERNMENT LOT 1 LYING NORTHERLY AND EASTERLY OF THE CARBON

1 RIVER; AND THAT PART OF THE SOUTHEAST QUARTER LYING NORTHERLY AND
2 EASTERLY OF THE CARBON RIVER;

3
4 EXCEPT THOSE THREE (3) STRIPS OF LAND IN SAID SOUTHEAST QUARTER, EACH 60 FEET
5 IN WIDTH, CONVEYED TO PIERCE COUNTY, WASHINGTON BY DEEDS RECORDED UNDER
6 RECORDING NUMBERS 264370, 264376 AND 264377, ALL IN SECTION 29, TOWNSHIP 19
7 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

8
9 **PARCEL 12:**

10 THE NORTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE SOUTHWEST
11 QUARTER OF THE NORTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER AND
12 THE EAST HALF OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHEAST
13 QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER
14 OF THE SOUTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER, ALL IN
15 SECTION 33, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

16
17 **PARCEL 13:**

18 ALL OF THE PLAT OF COLUMBIA VISTA AT CASCADIA PHASE 1 ACCORDING TO THE PLAT
19 RECORDED JUNE 11, 2008, UNDER RECORDING NO. 200806115002, RECORDS OF PIERCE
20 COUNTY AUDITOR.

21
22 **PARCEL 14:**

23 ALL OF THE PLAT OF WHITMAN AT CASCADIA ACCORDING TO THE PLAT RECORDED JULY
24 30, 2008, UNDER RECORDING NO. 200807305006, RECORDS OF PIERCE COUNTY AUDITOR.
25 EXCEPT LOTS 58 THROUGH 62, INCLUSIVE.

26
27 **PARCEL 15:**

28 ALL OF THE PLAT OF LIBERTY RIDGE AT CASCADIA ACCORDING TO THE PLAT RECORDED
29 JULY 30, 2008, UNDER RECORDING NO. 2008007305007, RECORDS OF PIERCE COUNTY
30 AUDITOR.

31
32 **PARCEL 16:**

33 ALL OF THE PLAT OF WINTHROP AT CASCADIA ACCORDING TO THE PLAT RECORDED
34 NOVEMBER 20, 2008, UNDER RECORDING NO. 200811205006, RECORDS OF PIERCE COUNTY
35 AUDITOR.

36
37 ALL PARCELS SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

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EXHIBIT "A-2"

Tehaleh Phase 2 Legal Description

(Attached)

EXHIBIT A-2
TEHALEH PHASE 2 LEGAL DESCRIPTION

1
2
3
4 ALL OF THAT PORTION OF SECTIONS 8, 9, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 33, TOWNSHIP 19
5 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON,
6 DESCRIBED AS FOLLOWS;

7
8 **PARCEL 1:**

9 THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8,
10 TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING SOUTHERLY AND
11 EASTERLY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY
12 SPECIAL WARRANTY DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING
13 NUMBER 1083485.

14
15 **PARCEL 2:**

16 THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
17 SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE
18 SOUTHEAST QUARTER AND ALL THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE
19 NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
20 AND THE SOUTH HALF OF THE SOUTHWEST QUARTER LYING SOUTHERLY AND EASTERLY
21 OF THE STRIP OF LAND CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY
22 DEED DATED MAY 8, 1911, RECORDED UNDER RECORDING NUMBER 359284, ALL IN
23 SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

24
25 EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE
26 SOUTHWEST QUARTER CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY
27 DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING NUMBER 1083485.

28
29 **PARCEL 3:**

30 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE
31 NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER
32 AND THE SOUTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 19 NORTH, RANGE 5 EAST,
33 WILLAMETTE MERIDIAN.

34
35 EXCEPT THAT PORTION CONVEYED BY DEED RECORDED UNDER RECORDING NO.
36 200709060331.

37
38 AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WINTHROP AT CASCADIA AS
39 RECORDED UNDER RECORDING NO. 200811205006.

40
41 AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WHITMAN AT CASCADIA AS
42 RECORDED UNDER RECORDING NO. 200807305006

43
44 AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF LIBERTY RIDGE AT CASCADIA
45 AS RECORDED UNDER RECORDING NO. 200907305007

46
47 AND EXCEPT THAT PORTION LYING WITHIN THE PLAT OF COLUMBIA VISTA AT CASCADIA
48 PHASE 1 ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200806115002.

1 ALSO EXCEPT THAT PORTION LYING WITHIN CASCADIA BLVD AS CONVEYED BY DEED
2 RECORDED UNDER RECORDING NO. 200707190856.

3
4 ALSO EXCEPTING THAT PORTION LYING WITHIN CANYON FALLS BLVD AS CONVEYED BY
5 DEED RECORDED UNDER RECORDING NO. 200707190857

6
7 AND FURTHER EXCEPTING THAT PORTION DEEDED FOR 198TH AVE E. BY DEED
8 RECORDED UNDER RECORDING NO. 200612150638.

9
10 **PARCEL 4:**

11 THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER AND
12 THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 17,
13 TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

14
15 **PARCEL 5:**

16 THE EAST HALF OF THE SOUTHEAST QUARTER AND THE EAST 717.7 FEET OF THE SOUTH
17 30.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION
18 18, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

19
20 **PARCEL 6:**

21 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE
22 NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE WEST
23 HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH
24 HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST
25 QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST
26 QUARTER LYING EASTERLY OF THE CARBON RIVER AND THE SOUTHEAST QUARTER OF
27 THE SOUTHEAST QUARTER, ALL IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 5 EAST,
28 WILLAMETTE MERIDIAN.

29
30 **PARCEL 7:**

31 ALL OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

32
33 **PARCEL 8:**

34 THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE
35 NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE
36 SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP
37 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

38
39 EXCEPT THAT PORTION LYING WITHIN THE PLAT OF WHITMAN AT CASCADIA AS
40 RECORDED UNDER RECORDING NO. 200807305006.

41
42 EXCEPT THAT PORTION LYING WITHIN THE PLAT OF COLUMBIA VISTA AT CASCADIA
43 PHASE 1 ACCORDING TO THE PLAT RECORDED UNDER RECORDING NO. 200806115002.

44
45 EXCEPTING THAT PORTION DEEDED FOR 198TH AVE E. BY DEED RECORDED UNDER
46 RECORDING NO. 200612150638.

47
48 ALSO EXCEPT THAT PORTION LYING WITHIN CASCADIA BLVD AS CONVEYED BY DEED
49 RECORDED UNDER RECORDING NO. 200707190856.

1
2 TOGETHER WITH THAT PORTION OF VACATED 198TH AVENUE EAST AS VACATED BY
3 ORDINANCE NO. 2009-28 AND RECORDED UNDER RECORDING NO. 200908170023.
4

5 **PARCEL 9:**

6 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST
7 QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST
8 QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 27, TOWNSHIP 19 NORTH,
9 RANGE 5 EAST, WILLAMETTE MERIDIAN, AND THAT PORTION OF THE SOUTHWEST
10 QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27 DESCRIBED AS FOLLOWS:
11 BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE
12 NORTHEAST QUARTER; THENCE NORTH 1320.00 FEET TO THE NORTHEAST CORNER OF
13 SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 750.00 FEET
14 ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
15 THENCE SOUTH 700.00 FEET PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER
16 OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH
17 LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID POINT BEING
18 1120.00 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST ALONG THE SOUTH LINE
19 OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF
20 BEGINNING;

21
22 EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE
23 NORTHEAST QUARTER CONVEYED TO THE ORTING LIGHT & WATER CORPORATION BY
24 DEED DATED JANUARY 16, 1914 AND RECORDED UNDER RECORDING NUMBER 398202,
25 RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING
26 AT A STAKE LOCATED AT A SPRING IN THE NORTHWEST QUARTER OF THE SOUTHWEST
27 QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, WHICH SPRING IS LOCATED
28 ABOUT 400.00 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION AND 300.00 FEET
29 SOUTH OF THE NORTH LINE OF SAID 16TH QUARTER SECTION LINE; THENCE RUNNING
30 WEST 150.00 FEET FOR POINT OF BEGINNING; THENCE SOUTH 200.00 FEET ON A LINE
31 PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION; THENCE EAST 500.00 FEET
32 ON A LINE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION; THENCE
33 NORTH 350.00 FEET ON A LINE PARALLEL WITH SAID WEST LINE OF SAID QUARTER
34 SECTION; THENCE WEST 500.00 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF SAID
35 QUARTER SECTION; THENCE SOUTH 150.00 FEET TO THE POINT OF BEGINNING.

36
37 EXCEPTING THAT PORTION CONVEYED BY DEED RECORDED UNDER RECORDING NO.
38 200801150588.

39
40 **PARCEL 10:**

41 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST
42 QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST
43 QUARTER, ALL IN SECTION 28, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE
44 MERIDIAN. EXCEPT ROADS.

45
46
47 **PARCEL 11:**

48 THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND
49 THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE EAST

1 1020.36 FEET OF GOVERNMENT LOT 1 LYING NORTHERLY AND EASTERLY OF THE CARBON
2 RIVER; AND THAT PART OF THE SOUTHEAST QUARTER LYING NORTHERLY AND
3 EASTERLY OF THE CARBON RIVER;

4
5 EXCEPT THOSE THREE (3) STRIPS OF LAND IN SAID SOUTHEAST QUARTER, EACH 60 FEET
6 IN WIDTH, CONVEYED TO PIERCE COUNTY, WASHINGTON BY DEEDS RECORDED UNDER
7 RECORDING NUMBERS 264370, 264376 AND 264377, ALL IN SECTION 29, TOWNSHIP 19
8 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

9
10 **PARCEL 12:**
11 THE NORTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE SOUTHWEST
12 QUARTER OF THE NORTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER AND
13 THE EAST HALF OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHEAST
14 QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER
15 OF THE SOUTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER, ALL IN
16 SECTION 33, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

17
18 **PARCEL 13:**
19 ALL OF THE PLAT OF COLUMBIA VISTA AT CASCADIA PHASE 1 ACCORDING TO THE PLAT
20 RECORDED JUNE 11, 2008, UNDER RECORDING NO. 200806115002, RECORDS OF PIERCE
21 COUNTY AUDITOR.

22
23 **PARCEL 14:**
24 ALL OF THE PLAT OF WHITMAN AT CASCADIA ACCORDING TO THE PLAT RECORDED JULY
25 30, 2008, UNDER RECORDING NO. 200807305006, RECORDS OF PIERCE COUNTY AUDITOR.
26 EXCEPT LOTS 58 THROUGH 62, INCLUSIVE.

27
28 **PARCEL 15:**
29 ALL OF THE PLAT OF LIBERTY RIDGE AT CASCADIA ACCORDING TO THE PLAT RECORDED
30 JULY 30, 2008, UNDER RECORDING NO. 2008007305007, RECORDS OF PIERCE COUNTY
31 AUDITOR.

32
33 **PARCEL 16:**
34 ALL OF THE PLAT OF WINTHROP AT CASCADIA ACCORDING TO THE PLAT RECORDED
35 NOVEMBER 20, 2008, UNDER RECORDING NO. 200811205006, RECORDS OF PIERCE COUNTY
36 AUDITOR.

37
38 ALL PARCELS SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
39
40 EXCEPT THOSE PORTIONS OF SECTION 16, 17, 20, 21, 22, 23, 27 AND 28, ALL IN TOWNSHIP 19
41 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE
42 PARTICULARLY DESCRIBED AS FOLLOWS:

43
44 BEGINNING AT THE NORTHEAST CORNER OF SECTION 21, THENCE S 02°03'56" W A
45 DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 144TH
46 STREET EAST; THENCE S 88°06'44" E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A
47 DISTANCE OF 125.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 198TH
48 AVENUE EAST AS DESCRIBED IN STATUTORY WARRANTY DEED RECORDED UNDER
49 PIERCE COUNTY RECORDING NO. 200612150638; THENCE CONTINUING ALONG SAID RIGHT

1 OF WAY LINE THE FOLLOWING COURSES: S 26°58'42" E A DISTANCE OF 111.44 FEET TO THE
2 POINT OF CURVATURE OF A 630.00 FOOT RADIUS CURVE, THENCE ALONG SAID CURVE TO
3 THE RIGHT, THROUGH A CENTRAL ANGLE OF 72°15'56" AN ARC DISTANCE OF 794.60 FEET
4 TO A POINT OF A COMPOUND 40.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO
5 THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°49'10", AN ARC DISTANCE OF 39.67 FEET
6 TO THE BEGINNING OF A NON-TANGENT 125.00 FOOT RADIUS CURVE, THE RADIUS POINT
7 OF WHICH BEARS S 12°06'24" W; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A
8 CENTRAL ANGLE OF 23°50'20", AN ARC DISTANCE OF 52.01 FEET TO A POINT ON THE EAST
9 LINE OF SAID SECTION 21; THENCE S 02°03'56" W ALONG SAID EAST LINE OF SECTION 21 A
10 DISTANCE OF 1775.94 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID
11 SECTION 21; THENCE N 89°24'28" W ALONG SAID SOUTH LINE A DISTANCE OF 1323.34 FEET;
12 THENCE N 01°50'23" E A DISTANCE OF 1328.80 FEET TO A POINT ON THE SOUTHERLY LINE
13 OF PARCEL M2 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "CASCADIA PHASE
14 ONE RESEGREGATION" RECORDED DECEMBER 4, 2006 UNDER RECORDING NUMBER
15 200612045011; THENCE N 89°19'27" W ALONG SAID SOUTHERLY LINE OF M2 A DISTANCE OF
16 1328.53 FEET TO THE INTERSECTION OF THE NORTH-SOUTH CENTERLINE OF SAID SECTION
17 21; THENCE N 89°11'35" W ALONG SAID SOUTHERLY LINE OF M2 AND PARCELS M3 AND M4
18 AS SHOWN ON THAT RECORD OF SURVEY ENTITLED "CASCADIA PHASE ONE
19 RESEGREGATION" RECORDED MARCH 17, 2006 UNDER RECORDING NUMBER 200603175011,
20 A DISTANCE OF 2664.77 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 21; THENCE
21 S 01°21'53" W ALONG SAID WEST LINE A DISTANCE OF 959.90 FEET; THENCE N 90°00'00" W
22 A DISTANCE OF 816.01 FEET; THENCE S 44°35'48" W A DISTANCE OF 1257.06 FEET; THENCE
23 N 46°07'16" W A DISTANCE OF 518.87 FEET; THENCE N 90°00'00" W A DISTANCE OF 2070.23
24 FEET; THENCE N 15°41'45" W A DISTANCE OF 1359.30 FEET; THENCE N 03°52'48" E A
25 DISTANCE OF 1898.15 FEET; THENCE N 45°42'50" E A DISTANCE OF 557.98 FEET TO THE
26 BEGINNING OF A NON-TANGENT 1204.12 FOOT RADIUS CURVE, THE RADIUS POINT OF
27 WHICH BEARS N 53°56'04" E; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A
28 CENTRAL ANGLE OF 34°03'21", AN ARC DISTANCE OF 715.71 FEET TO THE BEGINNING OF A
29 NON-TANGENT 1653.16 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS S
30 88°44'42" W; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
31 21°41'17", AN ARC DISTANCE OF 625.77 FEET; THENCE N 20°08'33" E A DISTANCE OF 1639.71
32 FEET; THENCE N 58°48'02" E A DISTANCE OF 308.22 FEET; THENCE S 68°30'31" E A DISTANCE
33 OF 1729.12 FEET; THENCE S 86°18'06" E A DISTANCE OF 638.73 FEET; THENCE N 16°41'07" W
34 A DISTANCE OF 465.78 FEET TO THE BEGINNING OF A NONTANGENT 4000.00 FOOT RADIUS
35 CURVE, THE RADIUS POINT OF WHICH BEARS N 08°07'39" E; THENCE ALONG SAID CURVE
36 TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°24'48", AN ARC DISTANCE OF 1145.87
37 FEET TO THE BEGINNING OF A NON-TANGENT 1362.51 FOOT RADIUS CURVE, THE RADIUS
38 POINT OF WHICH BEARS N 19°30'38" E; THENCE ALONG SAID CURVE TO THE LEFT,
39 THROUGH A CENTRAL ANGLE OF 51°52'25", AN ARC DISTANCE OF 1233.56 FEET TO THE
40 BEGINNING OF A NON-TANGENT 2256.49 FOOT RADIUS CURVE, THE RADIUS POINT OF
41 WHICH BEARS N 71°23'03" W; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A
42 CENTRAL ANGLE OF 0°48'00", AN ARC DISTANCE OF 31.50 FEET; THENCE S 66°51'11" E A
43 DISTANCE OF 327.08 FEET; THENCE N 15°21'50" E A DISTANCE OF 228.48 FEET; THENCE N
44 04°26'15" W A DISTANCE OF 589.79 FEET; THENCE N 81°59'33" E A DISTANCE OF 1285.35 FEET;
45 THENCE S 08°37'27" E A DISTANCE OF 454.38 FEET; THENCE N 81°16'19" E A DISTANCE OF
46 422.18 FEET; THENCE N 07°05'49" W A DISTANCE OF 449.10 FEET; THENCE N 81°59'33" E A
47 DISTANCE OF 488.03 FEET TO THE BEGINNING OF A NON-TANGENT 726.58 FOOT RADIUS
48 CURVE, THE RADIUS POINT OF WHICH BEARS S 62°26'30"E; THENCE ALONG SAID CURVE

1 TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°17'18", AN ARC DISTANCE OF 713.80
2 FEET; THENCE S 35°56'20" E A DISTANCE OF 364.69 FEET TO THE BEGINNING OF A NON-
3 TANGENT 253.27 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS N 53°52'01" E;
4 THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°37'33", AN
5 ARC DISTANCE OF 250.31 FEET; THENCE N 80°56'18" E A DISTANCE OF 87.77 FEET TO THE
6 EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID
7 SECTION 16; THENCE S 01°58'27" W ALONG SAID EAST LINE A DISTANCE OF 761.29 FEET TO
8 THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID
9 SECTION 16; THENCE S88°37'41" E ALONG SAID NORTH LINE A DISTANCE OF 1310.23 FEET
10 TO A LINE 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID
11 SECTION 16; THENCE S 02°04'06" W ALONG SAID PARALLEL LINE A DISTANCE OF 1326.71
12 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 16; THENCE S 02°04'35" W ALONG
13 SAID PARALLEL LINE A DISTANCE OF 2654.17 FEET TO THE SOUTH LINE OF SAID SECTION
14 16; THENCE S 89°14'28" E ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE
15 POINT OF BEGINNING.

16
17 EXCEPTING THEREFROM ANY COUNTY ROADS.

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EXHIBIT "A-3"

Tehaleh Phase 1 Surplus Areas A through E Legal Description

(Attached)

EXHIBIT A-3
PHASE 1 SURPLUS AREAS LEGAL DESCRIPTION

SURPLUS AREA A

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER & THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 & THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER & THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, BIENG MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, WHERE THE SOUTHWEST CORNER OF SAID SECTION 16 BEARS SOUTH 2°04'35" WEST A DISTANCE OF 2,653.96 FEET; THENCE NORTH 77°09'04" WEST A DISTANCE OF 4,307.31 FEET TO THE MOST NORTHERLY ANGLE POINT OF TRACT T OF THE PLAT OF CATHEDRAL RIDGE PHASE 2, AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 201705115001, AND THE **TRUE POINT OF BEGINNING**; THENCE NORTH 44°07'07" WEST A DISTANCE OF 1,058.73 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1362.51 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 68°26'00" WEST, THROUGH A CENTRAL ANGLE OF 02° 57' 03", AN ARC DISTANCE OF 70.17 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 2256.49 FEET, THROUGH A CENTRAL ANGLE OF 00° 48' 00", AN ARC DISTANCE OF 31.51 FEET; THENCE SOUTH 66° 51' 11" EAST A DISTANCE OF 327.08 FEET; THENCE NORTH 15° 21' 50" EAST A DISTANCE OF 228.48 FEET; THENCE NORTH 04° 26' 15" WEST A DISTANCE OF 589.79 FEET; THENCE NORTH 81° 59' 33" EAST A DISTANCE OF 1285.35 FEET; THENCE SOUTH 08° 37' 27" EAST A DISTANCE OF 454.38 FEET; THENCE NORTH 81° 16' 19" EAST A DISTANCE OF 422.18 FEET; THENCE NORTH 07° 05' 49" WEST A DISTANCE OF 449.10 FEET; THENCE NORTH 81° 59' 33" EAST A DISTANCE OF 488.03 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE EASTERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 726.58 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 02°26'30" EAST, THROUGH A CENTRAL ANGLE OF 09° 31' 42", AN ARC DISTANCE OF 120.83 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 41°09'39" WEST, THROUGH A CENTRAL ANGLE OF 51° 55' 41", AN ARC DISTANCE OF 906.32 FEET TO A POINT ON NON TANGENCY; THENCE NORTH 86° 54' 40" WEST A DISTANCE OF 10.00 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE SOUTHERLYERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 990.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 86°54'40" WEST, THROUGH A CENTRAL ANGLE OF 08° 06' 01", AN ARC DISTANCE OF 139.96 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 78° 48' 39" WEST A DISTANCE OF 88.94 FEET; THENCE NORTH 30° 45' 13" WEST A DISTANCE OF 38.79 FEET; THENCE NORTH 62° 15' 23" WEST A DISTANCE OF 131.03 FEET; THENCE NORTH 64° 33' 35" WEST A DISTANCE OF 47.25 FEET; THENCE NORTH 65° 28' 25" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 68° 36' 32" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 71° 30' 35" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 74° 38' 41" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 77° 42' 06" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 80° 45' 32" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 83° 48' 57" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 86° 48' 53" WEST A DISTANCE OF 48.32 FEET; THENCE NORTH 87° 53' 10" WEST A DISTANCE OF 315.00 FEET; THENCE SOUTH 02° 06' 50" WEST A DISTANCE OF 80.91 FEET TO A POINT OF

1 NON TANGENT CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE
2 TO THE LEFT, HAVING A RADIUS OF 38.50 FEET, THE RADIUS POINT OF WHICH BEARS
3 SOUTH 14°36'37" WEST, THROUGH A CENTRAL ANGLE OF 136° 29' 39", AN ARC DISTANCE
4 OF 91.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG THE
5 ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A
6 CENTRAL ANGLE OF 33° 59' 52", AN ARC DISTANCE OF 11.87 FEET; THENCE SOUTH 02° 06'
7 50" WEST A DISTANCE OF 10.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY
8 ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 538.50 FEET,
9 THROUGH A CENTRAL ANGLE OF 14° 05' 34", AN ARC DISTANCE OF 132.45 FEET TO A POINT
10 OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A REVERSE
11 CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF
12 88° 06' 38", AN ARC DISTANCE OF 30.76 FEET TO A POINT OF COMPOUND CURVATURE;
13 THENCE WESTERLY ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A
14 RADIUS OF 323.50 FEET, THROUGH A CENTRAL ANGLE OF 13° 47' 29", AN ARC DISTANCE OF
15 77.87 FEET; THENCE SOUTH 89° 55' 23" WEST A DISTANCE OF 22.45 FEET; THENCE NORTH
16 00° 04' 37" WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH 89° 55' 23" WEST A DISTANCE
17 OF 70.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC
18 OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A
19 CENTRAL ANGLE OF 92° 00' 37", AN ARC DISTANCE OF 32.12 FEET; THENCE NORTH 88° 49'
20 41" WEST A DISTANCE OF 57.01 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE
21 SOUTHWESTERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING
22 A RADIUS OF 20.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 88°04'00" WEST,
23 THROUGH A CENTRAL ANGLE OF 90° 56' 43", AN ARC DISTANCE OF 31.75 FEET TO A POINT
24 OF NON TANGENCY; THENCE SOUTH 02° 52' 43" WEST A DISTANCE OF 57.00 FEET; THENCE
25 NORTH 87° 07' 17" WEST A DISTANCE OF 29.76 FEET; THENCE SOUTH 02° 52' 43" WEST A
26 DISTANCE OF 45.00 FEET; THENCE SOUTH 00° 46' 34" EAST A DISTANCE OF 34.47 FEET;
27 THENCE SOUTH 12° 40' 55" EAST A DISTANCE OF 31.88 FEET; THENCE SOUTH 24° 29' 54" EAST
28 A DISTANCE OF 31.95 FEET; THENCE SOUTH 30° 15' 10" EAST A DISTANCE OF 35.00 FEET;
29 THENCE SOUTH 59° 44' 50" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 30° 15' 10"
30 EAST A DISTANCE OF 24.29 FEET; THENCE SOUTH 59° 44' 50" WEST A DISTANCE OF 110.00
31 FEET; THENCE NORTH 30° 15' 10" WEST A DISTANCE OF 8.19 FEET; THENCE SOUTH 59° 44'
32 50" WEST A DISTANCE OF 147.00 FEET; THENCE SOUTH 30° 15' 10" EAST A DISTANCE OF
33 172.48 FEET; THENCE SOUTH 59° 44' 50" WEST A DISTANCE OF 90.00 FEET; THENCE SOUTH
34 30° 15' 10" EAST A DISTANCE OF 66.41 FEET; THENCE SOUTH 59° 44' 50" WEST A DISTANCE
35 OF 57.00 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE SOUTHWESTERLY
36 ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00
37 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 59°44'50" WEST, THROUGH A CENTRAL
38 ANGLE OF 92° 55' 19", AN ARC DISTANCE OF 32.44 FEET TO A POINT OF COMPOUND
39 CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A COMPOUND CURVE TO
40 THE RIGHT, HAVING A RADIUS OF 971.50 FEET, THROUGH A CENTRAL ANGLE OF 01° 20'
41 32", AN ARC DISTANCE OF 22.76 FEET; THENCE SOUTH 64° 00' 41" WEST A DISTANCE OF 7.17
42 FEET; THENCE SOUTH 25° 59' 19" EAST A DISTANCE OF 137.23 FEET; THENCE SOUTH 64° 17'
43 59" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 64° 00' 41" WEST A DISTANCE OF
44 175.32 FEET; THENCE SOUTH 44° 02' 05" WEST A DISTANCE OF 40.78 FEET; THENCE SOUTH
45 47° 50' 52" WEST A DISTANCE OF 79.99 FEET; THENCE SOUTH 42° 09' 08" EAST A DISTANCE
46 OF 251.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC
47 OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 151.50 FEET, THROUGH A
48 CENTRAL ANGLE OF 36° 29' 05", AN ARC DISTANCE OF 96.47 FEET TO AN ANGLE POINT IN
49 THE NORTHWESTERLY BOUNDARY OF THE PLAT OF LIBERTY RIDGE, AS RECORDED
50 UNDER PIERCE COUNTY AUDITOR'S FILE NO. 200807305007; THENCE ALONG SAID

1 NORTHWESTERLY BOUNDARY, SOUTH 11° 21' 47" WEST A DISTANCE OF 57.00 FEET;
2 THENCE CONTINUING ALONG SAID NORTHWESTERLY BOUNDARY, SOUTH 06° 23' 42" EAST
3 A DISTANCE OF 107.14 FEET TO AN ANGLE POINT ON THE NORTHEASTERLY BOUNDARY
4 OF THE PLAT OF CATHEDRAL RIDGE PHASE 2 AS RECORDED UNDER PIERCE COUNTY
5 AUDITOR'S FILE NO. 201705115001, SAID POINT BEING A POINT OF NON TANGENT
6 CURVATURE; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTRLY BOUNDARY AND
7 THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,294.52 FEET,
8 THE RADIUS POINT OF WHICH BEARS NORTH 59°07'10" WEST, THROUGH A CENTRAL
9 ANGLE OF 0°50'53", AN ARC DISTANCE OF 48.77 FEET; THENCE CONTINUING ALONG SAID
10 NORTHEASTERLY BOUNDARY, NORTH 44° 07' 07" WEST A DISTANCE OF 919.95 FEET TO THE
11 **TRUE POINT OF BEGINNING.**

12
13 **SURPLUS AREA B**

14
15 A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19
16 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON,
17 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

18
19 COMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, WHERE THE
20 SOUTHEAST CORNER OF SAID SECTION 16 BEARS SOUTH 2°04'35" WEST A DISTANCE OF
21 2,653.96 FEET; THENCE NORTH 31°50'40" WEST A DISTANCE OF 2,404.01 FEET TO THE EAST
22 LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AND THE **TRUE**
23 **POINT OF BEGINNING**; THENCE SOUTH 82° 07' 53" WEST A DISTANCE OF 179.95 FEET TO A
24 POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A TANGENT
25 CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF
26 92° 20' 54", AN ARC DISTANCE OF 32.24 FEET; THENCE SOUTH 83° 57' 22" WEST A DISTANCE
27 OF 57.00 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE SOUTHERLY ALONG
28 THE ARC OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 528.50 FEET, THE
29 RADIUS POINT OF WHICH BEARS NORTH 84°25'24" EAST, THROUGH A CENTRAL ANGLE OF
30 00° 21' 32", AN ARC DISTANCE OF 3.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE
31 SOUTHWESTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, HAVING A
32 RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 04' 01", AN ARC DISTANCE OF
33 30.74 FEET; THENCE SOUTH 82° 07' 53" WEST A DISTANCE OF 215.14 FEET TO A POINT OF
34 CURVATURE; THENCE WESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT,
35 HAVING A RADIUS OF 371.50 FEET, THROUGH A CENTRAL ANGLE OF 11° 37' 58", AN ARC
36 DISTANCE OF 75.43 FEET TO A POINT OF COMPOUND CURVATURE; THENCE
37 NORTHWESTERLY ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A
38 RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 88° 21' 53", AN ARC DISTANCE OF
39 46.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC
40 OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1080.00 FEET, THROUGH A
41 CENTRAL ANGLE OF 43° 49' 22", AN ARC DISTANCE OF 826.04 FEET TO A POINT OF CUSP;
42 THENCE SOUTHEASTERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT,
43 HAVING A RADIUS OF 726.58 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 19°06'49"
44 WEST, THROUGH A CENTRAL ANGLE OF 34° 43' 59", AN ARC DISTANCE OF 440.46 FEET;
45 THENCE SOUTH 35° 56' 20" EAST A DISTANCE OF 364.69 FEET TO A POINT OF NON-TANGENT
46 CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT,
47 HAVING A RADIUS OF 253.27 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 53°52'01"
48 EAST, THROUGH A CENTRAL ANGLE OF 56° 37' 33", AN ARC DISTANCE OF 250.31 FEET;
49 THENCE NORTH 80° 56' 18" EAST A DISTANCE OF 87.77 FEET TO THE EAST LINE OF THE

1 NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01° 58' 27" WEST
2 ALONG SAID EAST LINE A DISTANCE OF 76.55 FEET TO THE **TRUE POINT OF BEGINNING**.

3
4 **SURPLUS AREA C**

5
6 A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 19
7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON,
8 MORE PARTICULARLY DESCRIBED AS FOLLOWS:
9

10 COMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, WHERE THE
11 SOUTHEAST CORNER OF SAID SECTION 16 BEARS SOUTH 2°04'35" WEST A DISTANCE OF
12 2,653.96 FEET; THENCE NORTH 39°54'45" WEST A DISTANCE OF 1,765.28 FEET TO THE **TRUE**
13 **POINT OF BEGINNING**, BEING WITH NORTHWEST CORNER OF THE BOUNDARY OF THE
14 PLAT OF PINNACLE RIDGE AT TEHALEH PHASE 1, AS RECORDED UNDER PIERCE COUNTY
15 AUDITOR'S FILE 201611105001; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PLAT,
16 SOUTH 01° 36' 58" WEST A DISTANCE OF 1024.98 FEET TO AN ANGLE POINT IN SAID
17 BOUNDARY; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, NORTH 84° 17'
18 41" WEST A DISTANCE OF 291.03 FEET TO AN ANGLE POINT, SAID ANGLE POINT BEING
19 COINCIDENT WITH THE EASTERLY BOUNDARY OF THE PLAT OF WINTHROP AT CASCADIA
20 AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE 200811205006; THENCE ALONG
21 THE EASTERLY BOUNDARY OF SAID PLAT, NORTH 13° 33' 00" WEST A DISTANCE OF 590.29
22 FEET TO AN ANGLE POINT IN SAID BOUNDARY; THENCE ALONG THE NORTHERLY
23 BOUNDARY OF SAID PLAT, SOUTH 89° 21' 56" WEST A DISTANCE OF 647.20 FEET TO THE
24 EASTERLY MARGIN OF CANYON VIEW BOULEVARD, PER DEED RECORDED UNDER PIERCE
25 COUNTY AUDITOR'S FILE 200707190857; THENCE ALONG SAID EASTERLY MARGIN,
26 NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING
27 A RADIUS OF 983.32 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 82° 03' 59" EAST,
28 THROUGH A CENTRAL ANGLE OF 02° 13' 24", AN ARC DISTANCE OF 38.16 FEET TO THE
29 NORTHEAST CORNER OF SAID EASTERLY MARGIN OF CANYON VIEW BOULEVARD AND A
30 POINT OF COMPOUND CURVATURE; THENCE CONTINUING NORTHEASTERLY ALONG THE
31 ARC OF SAID COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 990.00 FEET,
32 THROUGH A CENTRAL ANGLE OF 10° 41' 16", AN ARC DISTANCE OF 184.67 FEET TO A POINT
33 OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
34 TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86° 20'
35 26", AN ARC DISTANCE OF 45.21 FEET; THENCE NORTH 34° 28' 54" EAST A DISTANCE OF 60.70
36 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE NORTHWESTERLY ALONG THE
37 ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT
38 OF WHICH BEARS NORTH 11° 08' 43" EAST, THROUGH A CENTRAL ANGLE OF 106° 47' 23",
39 AN ARC DISTANCE OF 55.92 FEET TO A POINT OF COMPOUND CURVATURE; THENCE
40 NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF
41 990.00 FEET, THROUGH A CENTRAL ANGLE OF 01° 05' 21", AN ARC DISTANCE OF 18.82 FEET;
42 THENCE NORTH 29° 01' 27" EAST A DISTANCE OF 281.25 FEET TO A POINT OF CURVATURE;
43 THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING
44 A RADIUS OF 1090.00 FEET, THROUGH A CENTRAL ANGLE OF 20° 53' 37", AN ARC DISTANCE
45 OF 397.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG
46 THE ARC OF SAID REVERSE CURVE, HAVING A RADIUS OF 30.00 FEET, THROUGH A
47 CENTRAL ANGLE OF 84° 44' 02", AN ARC DISTANCE OF 44.37 FEET TO A POINT OF REVERSE
48 CURVATURE; THENCE EASTERLY ALONG THE ARC OF SAID REVERSE CURVE TO THE
49 LEFT, HAVING A RADIUS OF 428.50 FEET, THROUGH A CENTRAL ANGLE OF 10° 43' 59", AN
50 ARC DISTANCE OF 80.27 FEET; THENCE NORTH 82° 07' 53" EAST A DISTANCE OF 9.78 FEET

1 TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENT
2 CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF
3 92° 35' 50", AN ARC DISTANCE OF 32.32 FEET TO A POINT OF NON-TANGENT CURVATURE;
4 THENCE NORTH 82° 08' 00" EAST A DISTANCE OF 57.05 FEET TO A POINT OF NON TANGENT
5 CURVATURE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT,
6 HAVING A RADIUS OF 378.50 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 84°20'15"
7 WEST, THROUGH A CENTRAL ANGLE OF 00° 14' 29", AN ARC DISTANCE OF 1.60 FEET TO A
8 POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
9 REVERSE CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 88°
10 02' 07", AN ARC DISTANCE OF 30.73 FEET; THENCE NORTH 82° 07' 53" EAST A DISTANCE OF
11 375.41 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST
12 QUARTER; THENCE SOUTH 01° 58' 27" WEST, ALONG SAID EAST LINE, A DISTANCE OF 626.89
13 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST
14 QUARTER; THENCE SOUTH 88° 37' 41" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST
15 QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 159.39 FEET TO THE **POINT OF**
16 **BEGINNING.**

17
18 **SURPLUS AREA D**

19
20 A TRACT OF LAND SITUATED IN SECTION 17, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE
21 WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY
22 DESCRIBED AS FOLLOWS: PIERCE COUNTY ASSESORS PARCEL NUMBERS 0519173012,
23 0519174015, 0519174014 AND 0519173014.

24
25 **SURPLUS AREA E**

26
27 A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST
28 QUARTER AND THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF
29 SECTION 20, TOWNSHIP 19 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, PIERCE
30 COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

31
32 **BEGINNING** AT THE SOUTHEASTERLY CORNER OF TRACT PP OF THE PLAT OF TRILOGY
33 WEST AT TEHALEH PHASE IV, AS RECORDED UNDER PEIRCE COUNTY AUDITOR'S FILE NO.
34 201808145002; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 816.01 FEET; THENCE SOUTH
35 44° 35' 48" WEST A DISTANCE OF 1257.06 FEET; THENCE NORTH 46° 07' 16" WEST A DISTANCE
36 OF 454.78 FEET; THENCE NORTH 46° 07' 21" EAST A DISTANCE OF 6.19 FEET; THENCE SOUTH
37 43° 52' 39" EAST A DISTANCE OF 55.00 FEET; THENCE SOUTH 43° 32' 54" EAST A DISTANCE
38 OF 55.56 FEET; THENCE SOUTH 45° 34' 24" EAST A DISTANCE OF 55.12 FEET; THENCE SOUTH
39 48° 21' 27" EAST A DISTANCE OF 54.84 FEET; THENCE SOUTH 49° 30' 56" EAST A DISTANCE
40 OF 49.99 FEET; THENCE SOUTH 48° 13' 15" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH
41 47° 15' 21" EAST A DISTANCE OF 55.00 FEET; THENCE NORTH 43° 14' 59" EAST A DISTANCE
42 OF 162.00 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE NORTHWESTERLY
43 ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3278.50 FEET, THE
44 RADIUS POINT OF WHICH BEARS SOUTH 43° 14' 59" WEST, THROUGH A CENTRAL ANGLE
45 OF 00° 10' 32", AN ARC DISTANCE OF 10.04 FEET; THENCE NORTH 43° 04' 28" EAST A
46 DISTANCE OF 110.40 FEET; THENCE NORTH 45° 21' 43" WEST A DISTANCE OF 51.73 FEET;
47 THENCE NORTH 53° 18' 17" WEST A DISTANCE OF 41.51 FEET; THENCE NORTH 50° 28' 01"
48 EAST A DISTANCE OF 128.25 FEET; THENCE NORTH 51° 03' 38" EAST A DISTANCE OF 48.86
49 FEET; THENCE NORTH 54° 37' 06" EAST A DISTANCE OF 169.84 FEET; THENCE SOUTH 45° 02'
50 46" EAST A DISTANCE OF 120.00 FEET; THENCE NORTH 44° 57' 14" EAST A DISTANCE OF

1 105.00 FEET; THENCE SOUTH 45° 02' 46" EAST A DISTANCE OF 2.20 FEET TO A POINT OF
2 CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID TANGENT CURVE TO
3 THE RIGHT, HAVING A RADIUS OF 371.50 FEET, THROUGH A CENTRAL ANGLE OF 01° 42'
4 43", AN ARC DISTANCE OF 11.10 FEET TO A POINT OF NON TANGENCY; THENCE NORTH 46°
5 39' 57" EAST A DISTANCE OF 162.24 FEET; THENCE SOUTH 45° 02' 46" EAST A DISTANCE OF
6 0.03 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT PP; THENCE ALONG SAID
7 SOUTHERLY LINE, NORTH 44° 44' 43" EAST A DISTANCE OF 397.78 FEET TO AN ANGLE POINT
8 IN SAID SOUTHERLY LINE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH
9 88° 44' 27" EAST A DISTANCE OF 798.89 FEET TO THE **POINT OF BEGINNING**.

10
11 **SURPLUS AREA F**

12
13 A TRACT OF LAND SITUATED IN SECTIONS 22, 23 AND 27, TOWNSHIP 19 NORTH, RANGE 5
14 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, MORE
15 PARTICULARLY DESCRIBED AS FOLLOWS:

16
17 LOTS 6 AND 9 THROUGH 25 INCLUSIVE, AS SHOWN ON THAT CERTAIN RECORD OF
18 SURVEY, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 200712135006;
19 TOGETHER WITH LOTS 1 THROUGH 5 INCLUSIVE, AS SHOWN ON THAT CERTAIN RECORD
20 OF SURVEY, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 201802075002;
21 TOGETHER WITH TRACT B, OF THAT SHORT PLAT, RECORDED UNDER PIERCE COUNTY
22 AUDITOR'S FILE NO. 201712215005;

23
24 EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARY OF THE PLAT OF
25 OBSERVATION RIDGE AT TEHALEH, RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE
26 NO. 201808145001.

27
28 **SURPLUS AREA G**

29
30 A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST
31 QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF THE
32 EAST HALF OF THE NORTHWEST QUARTER AND OF THE WEST HALF OF THE NORTHEAST
33 QUARTER OF SECTION 20, AND A PORTION OF TRACT PP OF THE PLAT OF TRILOGY WEST
34 AT TEHALEH PHASE IV, AS RECORDED UNDER PIERCE COUNTY AUDITOR'S FILE NO.
35 201808145002, ALL IN TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN,
36 PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

37
38 COMMENCING AT THE SOUTHWEST CORNER OF TRACT PP OF SAID PLAT; THENCE SOUTH
39 01° 14' 51" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 20, A
40 DISTANCE OF 237.37 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 90° 00'
41 00" WEST A DISTANCE OF 13.72 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE
42 NORTHERLY ALONG THE ARC OF A NON TANGENT CURVE TO THE RIGHT, HAVING A
43 RADIUS OF 1,780 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 82° 34' 40" EAST,
44 THROUGH A CENTRAL ANGLE OF 13° 14' 14", AN ARC DISTANCE OF 411.24 FEET; THENCE
45 NORTH 05° 48' 54" EAST A DISTANCE OF 509.08 FEET TO A POINT OF CURVATURE; THENCE
46 ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,060 FEET,
47 THROUGH A CENTRAL ANGLE OF 18° 20' 59", AN ARC DISTANCE OF 659.74 FEET; THENCE
48 NORTH 63° 10' 50" EAST A DISTANCE OF 46.04 FEET TO THE SOUTHWEST CORNER OF TRACT
49 D OF SAID PLAT; THENCE CONTINUING NORTH 63° 10' 50" EAST ALONG THE SOUTH LINE
50 OF SAID TRACT D A DISTANCE OF 200.07 FEET; THENCE CONTINUING ALONG SAID SOUTH

1 LINE, NORTH 53° 11' 29" EAST A DISTANCE OF 126.27 FEET TO THE MOST WESTERLY
2 CORNER OF LOT 336 OF SAID PLAT; THENCE SOUTH 44° 50' 13" EAST ALONG THE
3 SOUTHWESTERLY LINE OF SAID LOT 336 A DISTANCE OF 836.75 FEET TO THE MOST
4 SOUTHERLY CORNER THEREOF; THENCE SOUTH 45° 09' 47" WEST A DISTANCE OF 323.01
5 FEET; THENCE SOUTH 44° 50' 13" EAST A DISTANCE OF 244.20 FEET; THENCE SOUTH 44° 57'
6 14" WEST A DISTANCE OF 150.17 FEET TO A POINT OF CURVATURE; THENCE
7 SOUTHWESTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A
8 RADIUS OF 638.50 FEET, THROUGH A CENTRAL ANGLE OF 28° 26' 28", AN ARC DISTANCE
9 OF 316.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG
10 THE ARC OF A REVERSE CURVE, HAVING A RADIUS OF 276.50 FEET, THROUGH A CENTRAL
11 ANGLE OF 45° 29' 09", AN ARC DISTANCE OF 219.51 FEET; THENCE SOUTH 88° 12' 13" EAST
12 A DISTANCE OF 158.21 FEET; THENCE SOUTH 40° 22' 33" WEST A DISTANCE OF 21.12 FEET;
13 THENCE SOUTH 45° 57' 51" EAST A DISTANCE OF 105.00 FEET TO A POINT OF NON TANGENT
14 CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON TANGENT CURVE TO
15 THE RIGHT, HAVING A RADIUS OF 486.50 FEET, THE RADIUS POINT OF WHICH BEARS
16 NORTH 45° 57' 51" WEST, THROUGH A CENTRAL ANGLE OF 02° 05' 12", AN ARC DISTANCE
17 OF 17.72 FEET; THENCE NORTH 43° 52' 39" WEST A DISTANCE OF 1.50 FEET TO A POINT OF
18 NON TANGENT CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON
19 TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET, THE RADIUS POINT
20 OF WHICH BEARS NORTH 43° 52' 39" WEST, THROUGH A CENTRAL ANGLE OF 08° 31' 02",
21 AN ARC DISTANCE OF 144.19 FEET; THENCE SOUTH 46° 06' 03" EAST A DISTANCE OF 37.74
22 FEET; THENCE NORTH 90° 00' 00" WEST A DISTANCE OF 568.33 FEET TO THE NORTH-SOUTH
23 CENTERLINE OF SAID SECTION 20 AND THE **TRUE POINT OF BEGINNING.**
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EXHIBIT "B"

**Summary of Potential Off-Site Improvements
(Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)**

(Attached)

Summary of Potential Off-Site Improvements (Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)					
ID	Location	Identified Improvement ¹	Tehaleh Off-Site Weekday PM Peak Hour Trip Trigger		
			Inbound	Outbound	Total ²
A	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731) ³ [3-Lane Roadway]	Midterm Improvement: Construct a new 3-lane roadway between McCutcheon Rd E and Tehaleh Blvd E with 1 WB lane and 2 EB lanes. Install a traffic signal at the 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include shared left/through/right-turn lanes on all approaches.	1,564	1,739	3,303
B	New Rhodes Lake Rd E Segment 1: SR 162 to Bridge (BR #7195-A) (CRP 5842) ³	Long-Term Improvement: Widen 128th St E between SR 162 and BR #7195-A to 4-lanes.	1,564	1,739	3,303
C	128th St E/SR 162 Intersection (CRP 5842) ³	Midterm Improvement: 1. Widen the SB approach of the 128th St E/SR 162 intersection to provide a second left-turn lane. Extend both SB left-turn lanes to 1,260-feet. The SB approach will include two left-turn lanes (approx. 1,260-feet) and one shared through/right-turn lane. Provide a northbound right-turn lane (approx. 350-feet). Stripe the WB approach to one WB right-turn lane and a shared through/left-turn lane after widening based on CRP 5842/Map ID B. Eliminate the pedestrian crossing on the east leg of the intersection. OR 2. Construct a multi-lane roundabout at the SR 162/128th St E intersection ⁴ .	1,564	1,739	3,303
D	McCutcheon Rd E / 96th St E	Install a traffic signal at the McCutcheon Rd E/96th St E intersection and install flashing warning signs to the east along 96th St E-Riverside Rd E.	1,564	1,739	3,303

Summary of Potential Off-Site Improvements
(Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)

ID	Location	Identified Improvement ¹	Tehaleh Off-Site Weekday PM Peak Hour Trip Trigger		
			Inbound	Outbound	Total ²
E	SR 162 / Valley Ave / SR 410 Ramps and SR 162 / 74th St E	Interchange reconfiguration <u>OR</u> <u>Midterm Improvement⁴</u> : Single-lane roundabout with EB slip lane.	2,191	1,814	4,005
F	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731) [5-Lane Roadway]	<u>Long-Term Improvement</u> : Widen Tehaleh Blvd E between McCutcheon Rd E and Falling Water Blvd E to 5-lanes with 2 WB lanes and 3 EB lanes. Improve the 128th St E/ Tehaleh Blvd E/McCutcheon Rd E intersection to provide a 300-foot EB left-turn lane and 125-foot WB left-turn lane along 128th St E. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include a 300-foot left-turn lane, a through lane, and a shared through/right-turn lane on the EB approach (128th St E); a 125-foot left-turn lane, a through lane, and a shared through/right-turn lane on the WB approach (Tehaleh Blvd E); and shared left/through/right-turn lane on both the NB and SB approaches (McCutcheon Rd E).	2,302	2,053	4,355
G	New Rhodes Lake Rd E Segment 2: 128th St E Bridge BR #7195-A (CRP 5843)	<u>Long-Term Improvement</u> : Widen 128th St E Bridge BR #7195-A to 4-lanes	2,302	2,053	4,355
H	Military Rd E	Widen Military Rd E to 4 to 5 lanes between SR 162 and Shaw Rd E.	2,476	2,307	4,783
I	Shaw Rd E	Widen Shaw Rd E to 4 to 5 lanes between 122nd St E and 39th Ave E	2,476	2,307	4,783

Summary of Potential Off-Site Improvements
(Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)

ID	Location	Identified Improvement ¹	Tehaleh Off-Site Weekday PM Peak Hour Trip Trigger		
			Inbound	Outbound	Total ²
J	SR 162 / Military Rd E	<p>Midterm Improvement:</p> <p>1. Widen the NB approach to provide a second NB left-turn lane at the SR 162/Military Rd E intersection. Extend both NB left-turn lanes to 725-feet. The NB approach of the SR 162/Military Rd E intersection will include two left-turn lanes (approx. 725-feet) and one through lane. Widen Military Rd E west of SR 162 to provide two receiving lanes for 1,000-feet, extend the EB right-turn lane to 700-feet and reconfiguration the EB approach to provide a 125-foot left-turn lane and 700-foot two right-turn lanes. The widening would result at Military Rd E being 5 lanes west of SR 162 with 2-lanes WB and a left-turn lane and two right-turn lanes EB. OR</p> <p>2. Construct a multi-lane roundabout at the SR 162/Military Rd E intersection.⁴</p>	2,476	2,307	4,783
K	Sumner-Tapps Hwy / 166th Ave E /SR 410 WB Ramp	<p>1. 4-lanes on SR 162 or</p> <p>2. Interchange reconfiguration</p>	2,476	2,307	4,783
L	Falling Water Blvd E / Rhodes Lake Rd E	Install a traffic signal.	2,623	2,504	5,127
M	SR 162 / Pioneer Way E ⁵	<p>1. Construct a second SB through lane south of Pioneer Way E for 300-feet to provide a free EB right-turn movement. OR</p> <p>2. Construct a single-lane roundabout.⁴</p>	3,111	3,094	6,205
N	SR 162 Widening south of Military Rd E to south of 128 th St E	Long-Term Improvement⁵: Provide an additional NB and SB lane along SR 162 between south of Military Rd E (end of previous improvements) and south of 128 th St E for approximately 1,400-feet (for a total 4-lanes). Construct associated intersection improvements as noted below.	3,111	3,094	6,205

Summary of Potential Off-Site Improvements
(Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)

ID	Location	Identified Improvement ¹	Tehaleh Off-Site Weekday PM Peak Hour Trip Trigger		
			Inbound	Outbound	Total ²
O	SR 162 / 128 th St E Intersection ⁵ (CRP 5842)	Long-Term Improvement⁵: Upgrade traffic signal with widening of SR 162. Widen the WB approach to provide a second WB left-turn lane (approx. 725-feet) and a second WB right-turn lane (approx. 425-feet). The SR 162/128 th St E intersection will include 1 NB left-turn lane, 2 NB through lanes, 1 NB right-turn lane (approx. 350-feet); 2 SB left-turn lanes, 1 SB through lane, 1 SB shared through/right-turn lane; 1 WB left-turn lane, 1 WB shared through/left-turn lane, 2 WB right-turn lanes; and an EB shared left/through/right-turn lane. The NB and SB approaches would have protected left-turn signal phasing, the EN and WB approaches would have split signal phasing, and the WB approach would have a right-turn overlap phase.	3,111	3,094	6,205
P	SR 162 Widening 109 th St E to south of Military Rd E	Long-term Improvement⁵: Provide an additional NB and SB lane along SR 162 between 109 th St E and south of Military RD E for approximately 1,400-feet (for a total 4-lanes). Construct associated intersection improvements as noted below.	3,334	3,358	6,692
Q	SR 162 / Military Rd E ⁶	Long-Term Improvement⁵: Upgrade traffic signal with widening of SR 162. The SR 162/Military Rd E intersection will include 2 NB left-turn lanes and 2 NB through lanes; 1 SB through lane and 1 SB shared through/right-turn lane; and EB left-turn lane and 2 EB right-turn lanes.	3,334	3,358	6,692
R	192nd Ave E / Rhodes Lake Rd E	Provide a 125-foot WB right-turn lane at the 192nd Ave E/Rhodes Lake Rd E intersection. The WB approach will include a through lane and right-turn lane (approx. 125-foot).	3,334	3,358	6,692
S	198nd Ave E / 112th St E	Provide a westbound left-turn refuge lane along the south leg of the intersection. Construct a southbound 125-foot left-turn lane and a Two-Way Left-Turn Lane on the south leg.	3,334	3,358	6,692

Summary of Potential Off-Site Improvements
(Taken from Table 5-1 of the Tehaleh Phase 2 SEIS)

ID	Location	Identified Improvement ¹	Tehaleh Off-Site Weekday PM Peak Hour Trip Trigger		
			Inbound	Outbound	Total ²
T	New Rhodes Lake Rd E Segment 4: Falling Water Blvd E - Tehaleh Blvd E to existing terminus of Falling Water Blvd E (CRP 5841)	Construct a new 2-lane roadway between Tehaleh Blvd E and the existing terminus of Falling Water Blvd E.	3,334	3,358	6,692
U	New Rhodes Lake Rd E Segment 3: Tehaleh Blvd E - McCutcheon Rd E to Falling Water Blvd E (CRP 5731) [128th St E/Tehaleh Blvd E/ McCutcheon Rd E Intersection]	Provide a 500-foot SB left-turn lane at the 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection. The 128th St E/Tehaleh Blvd E/ McCutcheon Rd E intersection will include a 500-foot left-turn lane and a shared through/right-turn lane on the SB approach.	3,472	3,526	6,998

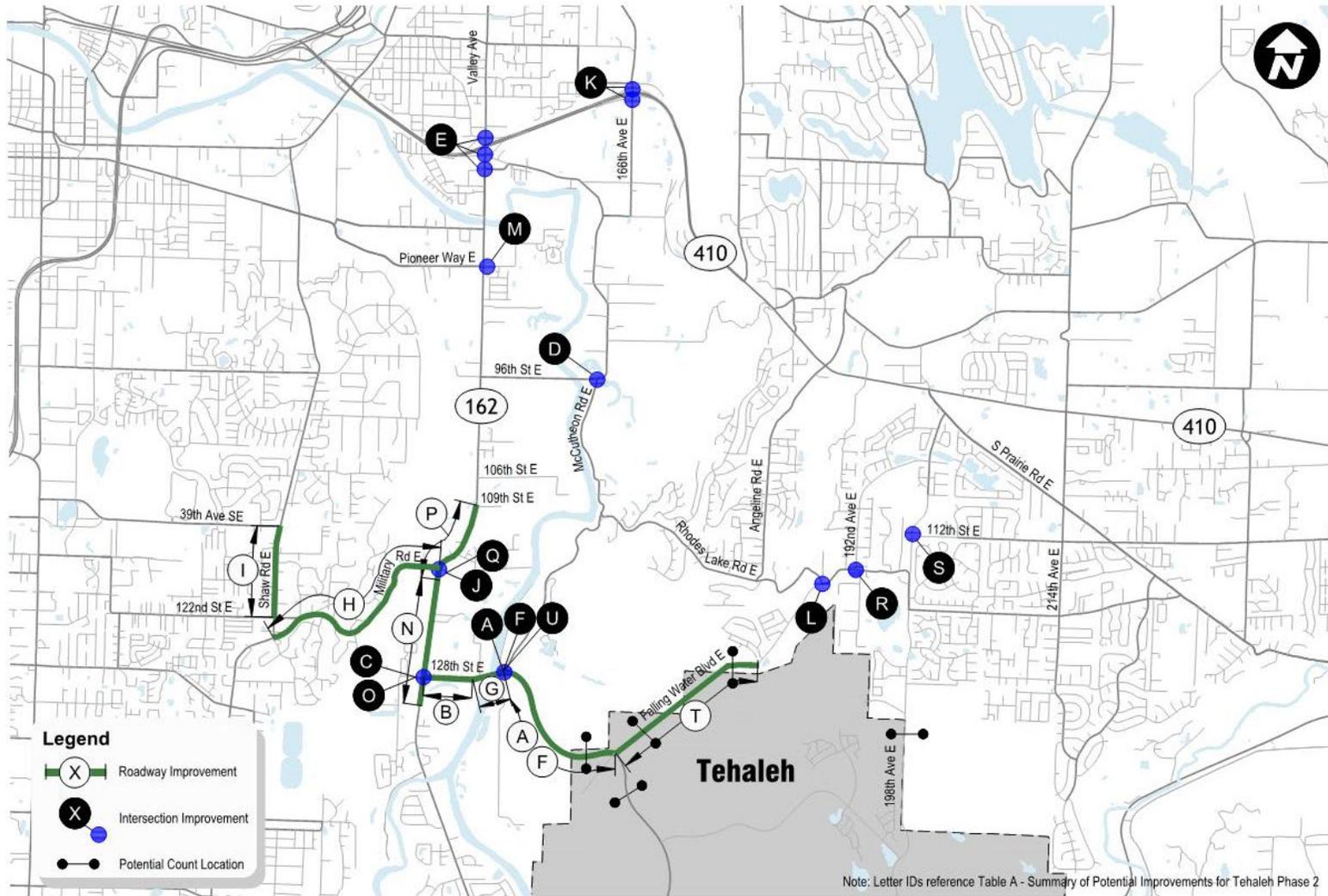
Notes: SB = southbound; EB = eastbound; WB = westbound; NB = northbound; Map ID corresponds to DSEIS **Figure 5-1** on the following page.

- Based on projected year-by-year phasing, this represents the year just prior to the need for mitigation; therefore, the intersection can accommodate all development anticipated up to this year, but after that time improvements are anticipated to be needed.
- Total off-site weekday PM peak hour trips (measured at the Tehaleh site access points see attachment 1) that could be accommodated just prior to triggering a project impact requiring mitigation. Additional off-site weekday PM peak hour trips generated by the development beyond what is shown would trigger mitigation.
- Trip trigger based on Phase 1 Development Agreement. Land use is based on the assumption that the inbound trips would trigger the need for improvement. The total trip generation with this land use is 2,698 trips.
- Consistent with WSDOT's "SR 162 Sumner to Orting Corridor Study – draft May 2017" mid-term strategy defined through the SR 162 corridor analysis.
- Consistent with WSDOT's "SR 162 Sumner to Orting Corridor Study – draft May 2017" long-term strategy defined through the SR 162 corridor analysis.

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Attachment 1 to Exhibit B - Map of Potential Off-Site Improvements



Location of Potential Improvements

Tehaleh EBPC Phase 2 SEIS

FIGURE



5-1

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EXHIBIT "C"
Tehaleh Phase 2 Housing Affordability Program

(Attached)

1 **Tehaleh Phase 2 Housing Affordability Program**

2 Tehaleh’s designation as an Employment Based Planned Community (EBPC) ensures that
3 a mix of housing types, sizes and densities will be developed and will provide housing for various
4 economic segments of the Pierce County population including people employed by businesses
5 located in Tehaleh. The Tehaleh Housing Affordability Program provided below is an attachment
6 to the Tehaleh Phase 2 Development Agreement which establishes the framework and rules for
7 the Phase 2 Development Area.

8 This Housing Affordability Program has been developed based on conversations with
9 public and private sector professionals and Pierce County policies, codes and studies related to
10 housing affordability.

11 **TEHALEH HOUSING AFFORDABILITY PROGRAM ELEMENTS**

12 **NASH’s role** is to ensure land is available and plats and site plans are designed to support
13 housing products with various price ranges including those at the lower end of the market. Given
14 that Tehaleh Phase 2 has a development horizon of approximately thirty (30) years, diverse price
15 and product segmentation is crucial to success in the market place and supports the goals of the
16 Housing Affordability Program. In the early stages of development, detached single family,
17 townhouse, and cottage development will be the predominant housing types. As Tehaleh evolves,
18 mixed use and multi-family developments and commercial uses will be added to the community
19 landscape. It is expected that Moderate and Median Income households will be served by the sale
20 and rent of attached and detached single family homes and townhomes built as part of the for-
21 profit housing market. Initially, Low Income households will likely be served by small for-sale
22 housing clusters built by non-profit builders, and possibly for-profit builders, specializing in
23 smaller housing products priced at the lower end of the market. Once retail and commercial
24 services are available in Tehaleh and transportation options have expanded, higher density rental
25 and for-sale housing eligible for public funding sources targeted to low income households may
26 become more feasible.

27 **Tehaleh’s Phase 2 Housing Affordability Goals**

- 28 • 10% of the residential units, i.e., 711 dwelling units affordable to **Median-Income**
29 households earning between one-hundred percent (100%) and one-hundred and twenty
30 percent (120%) of the Median Income for Pierce County.
- 31 • 10% of the residential units, i.e., 711 dwelling units affordable to **Moderate-Income**
32 households earning between eighty percent (80%) and one-hundred percent (100%) of
33 the Median Income in Pierce County.
- 34 • 10% of the residential units, i.e., 711 dwelling units affordable to **Low-Income**
35 households earning less than 80% of the Median Income in Pierce County.

36 The definition of affordability assumes housing prices will be affordable to households in
37 the Low, Moderate, and Median Income categories established and adjusted annually by U.S.
38 Department of Housing and Urban Development (HUD). Median and Moderate Income housing
39 is assumed to be market rate and Low-Income housing as requiring subsidies.

1 **Housing Affordability Program Implementation**

2 As an Employment-Based Planned Community (EBPC) within the urban growth boundary,
3 the Tehaleh land use concept includes and will continue to include a variety of high-density single
4 family detached, single family attached and multi-family housing types. It is within these higher
5 density product types that the housing affordable to households with incomes in the Low, Moderate
6 and Median Income (Income Categories) will be built throughout the life of the project. The
7 affordability goals provided above apply to the development of Tehaleh Phase 2 with the following
8 acknowledgements:

- 9 1) Housing prices will vary as Tehaleh develops and will be influenced by both market
10 conditions and the type and densities of the housing built at any one time;
- 11 2) There may be some market periods when there is an excess of housing meeting the
12 affordability goals and other times when a more limited supply is available. The Housing
13 Affordability Reports described below will be prepared annually, but the overall success
14 of the Affordability Program must be based on a long-term view as the number of homes
15 or rentals qualifying as “affordable” in any one year may be impacted by circumstances
16 beyond the control of NASH. There are many factors that affect the cost of housing that
17 are out of the control of developers, such as:
- 18 • homes for sale and/or rent that meet the affordability criteria but due to market
19 conditions buyers or renters are limited;
 - 20 • homes with base pricing that meets the affordability criteria, but buyers choose to
21 add upgrades thereby increasing the final price of the home; and,
 - 22 • periods of economic distress caused by national and international conditions such
23 as inflation, high interest rates, and inflated material and construction costs that
24 impact the end price or rental rate of homes.
- 25
- 26 3) The 711 dwelling units of Low Income housing will be developed by NASH, its for-profit
27 and non-profit development partners, or satisfied by an “In-Lieu Fee” of \$4,864.56,
28 adjusted for inflation pursuant to Section 3.5-Affordable Housing of the Phase 2
29 Development Agreement, for each of the 711 Low-Income affordable housing units not
30 constructed within Tehaleh.

31 Successful Implementation of the Affordability Program will involve significant planning,
32 platting, and marketing efforts by NASH. NASH will work to:

- 33 1) ensure parcels suitable for medium and high density single family attached and detached
34 and multi-family housing are platted in a timely manner;
- 35 2) provide adequate access and major utilities to the parcels to allow for the cost effective
36 and efficient planning and construction of affordable housing;
- 37 3) offer the parcels to residential builders with land pricing and terms consistent with the
38 character of lots and the market place at the time the properties are available for
39 purchase;
- 40 4) market parcel to Low Income housing providers/developers; and,

1 5) work in partnership with Low Income housing developers and Pierce County to identify
2 and maximize funding sources and incentives, including those in PCC 18A.65.040 and
3 18A.65.050.B.

4 Toward the requirement of providing 10% Low Income housing in Tehaleh Phase 2, a Low
5 Income Housing Fee shall be paid to Pierce County prior to recording each final plat or prior to
6 issuance of the first building permit in an unplatted single-family or two-family housing
7 development in Phase 2 in an amount equal to \$549, to be adjusted for inflation per Section 3.5-
8 Affordable Housing of the Phase 2 Development Agreement, per detached single family or two-
9 family dwelling unit in the plat or development. The monies collected will be held in a separate
10 account by [County Entity to be determined]. Such Low Income Housing Fees shall be in lieu of
11 developing the number of units required to meet the 711 unit goal and subject to an offset credit
12 for each Low Income dwelling unit developed in Tehaleh Phase 2. Each offset credit will be
13 valued on a last paid, first reimbursed basis. The offset credit may result in the reimbursement of
14 Low Income Housing Fees to NASH up to the full amount paid as the goal is met. The verification
15 of amounts due and any offset credits earned will be determined by the Pierce County Department
16 of Human Services (Human Services) every three years following the final approval of the Phase
17 2 Project Master Plan

18 **Housing Affordability Program Monitoring and Reporting**

19 **Identification of Affordable Units.** Sales and rental data will be collected regularly from
20 Tehaleh builders. Affordable units in the Low, Moderate, and Median Income categories will be
21 identified using the Housing and Urban Development (HUD) affordability criteria listed below.

22 For-Sale Housing Affordability Calculation. The annual maximum qualifying price of for-
23 sale housing available to each income category will be established assuming the following criteria:

- 24 • Median Income for Pierce County;
- 25 • the number of bedrooms in a home;
- 26 • the advertised available “base price” of the model;
- 27 • 20% down-payment for Moderate and Median Income housing and a 5% down-
28 payment for Low Income housing;
- 29 • 33% of a household’s income going to principal and interest, property taxes, and
30 insurance; and
- 31 • a 30-year fixed rate mortgage using the average rate for that calendar year.

32 For-Rent Housing Affordability Calculation. The annual maximum rents for rental
33 housing available to each income category will be established assuming the following criteria:

- 34 • Median Income for Pierce County;
- 35 • the number of bedrooms in a home; and

- 33% of household income going to rent which may include water, sewer, garbage or other standard services provided by a landlord.

Housing Affordability Reports. Housing Affordability Reports will be prepared and submitted to Planning and Public Works (PPW), Human Services and the County Council annually and will include, at a minimum:

- 1) the number of affordable units sold or rented in the three Income Categories;
- 2) the status of the affordability totals in respect to Program goals;
- 3) a description of the previous year's efforts to meet the goals;
- 4) a review of plats and/or projects selling, under construction or in the design and entitlement process and their relationship to the affordability goals; and
- 5) conclusions and recommendations for the future.

An Affordability Program Action Plan shall be prepared by NASH every three years. The Action Plan will contain recommendations for actions designed to achieve the affordability goals for the following three years. Progress toward implementing the Affordability Program Action Plan will be evaluated by PPW and Human Resources annually and a status report provided to the County Council.

A Housing Affordability Section will also be included in each "Five Year Review" prepared for PPW and sent to the Hearing Examiner and County Council. The Section will summarize the information provided in the Annual Reports. Records to determine compliance with the pricing and rental provisions of the Housing Affordability Program will be available for review upon written request of PPW or Human Services. In order to maintain confidentiality for land owners and residents, records used to prepare the annual reports will be made available for Pierce County's review at the developer's offices but will not be released to other parties, unless required per public disclosure laws.

In the case of progress toward Moderate and Median Income goals, the Hearing Examiner will determine during the Five-Year Review whether adjustments to housing type, lot size or density are needed to ensure that a minimum of 711 Moderate Income and 711 Median Income housing units are being provided for within Phase 2.

In the case of Low Income Housing, Human Services will verify the required Low Income Housing Fees have been paid and make a determination as to any additional balance or reimbursement due to or from NASH every three years following final approval of the Phase 2 Project Master Plan.

In calculating the net balance owed by or to NASH, Human Services will consider the number of single-family detached and two-family units constructed under Phase 2, the total amount of Low Income Housing In-Lieu Fees paid, the total number of qualifying Low Income

1 housing units developed in Phase 2 and the number which should have been developed to achieve
2 the 10% goal, i.e., 711 dwelling units, proportional to the total number of Phase 2 units developed
3 at the time of the calculation.
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EXHIBIT "D"
WSDOT SR-162 Traffic Mitigation
(Attached)

Exhibit "D"
MEMORANDUM OF AGREEMENT

**Tehaleh Phase 2 Development in Pierce County
Mitigation Payments to State Highway Improvement Projects on SR 162**

This Memorandum of Agreement (Agreement) is between the Washington State Department of Transportation, hereinafter "WSDOT" and the NASH Cascadia Verde, LLC, hereinafter "NASH", collectively referred to as the "Parties" and individually a "Party".

RECITALS

A. NASH has proposed the Phase 2 development of a project in Pierce County commonly known as "Tehaleh" and previously known as "Cascadia". Phase 1 was approved by Pierce County in 1999 and is actively developing. Phase 1 and Phase 2 together are herein collectively known as Tehaleh. The overall Tehaleh project will include up to 9,700 residential dwelling units, a minimum of 476 acres of employment center uses, up to 400 acres of public facilities, and up to 2,048 acres of open space / recreational uses. Tehaleh is zoned to be an Employment Based Planned Community (EBPC). Full build out of Tehaleh is anticipated to occur by the year 2030.

B. The term "Tehaleh Phase 2" refers to NASH's preferred alternative as set forth in the Final Supplemental Environmental Impact Statement (FSEIS) for Tehaleh Phase 2 development issued by Pierce County on July 5th, 2018.

C. Traffic studies and/or other documents included in the FSEIS have been prepared by or on behalf of NASH identifying traffic impacts to nearby WSDOT state highway facilities that would arise as a result of the development of Tehaleh Phase 2.

D. The Parties agreed to use the SR 162 Sumner to Orting Congestion Study Report prepared by WSDOT dated June 2017, hereinafter referred to as "The WSDOT SR 162 Report", to prioritize which highway projects on SR 162 NASH should contribute funding to and to establish the highway project's expected costs.

E. The Parties agree that the construction of the Tehaleh Phase 2 development will give rise to identified traffic impacts on the WSDOT state highway facilities and will have potential significant adverse environmental impacts on the community if these traffic impacts are not mitigated.

F. The Parties recognize the authority of the Lead Agency, Pierce County, to impose conditions on the permits issued for Tehaleh Phase 2 development pursuant to the Growth Management Act and Chapter 36.70A RCW and Chapter 82.02 RCW, and the State Environmental Policy Act (SEPA), Chapter 43.21C RCW.

G. WSDOT has analyzed the traffic studies and/or other documents provided by NASH in order to determine the proportionate amount of increased traffic on the WSDOT state highway facilities directly resulting from the Tehaleh Phase 2 development and has estimated

the cost of the highway improvements necessary to mitigate the traffic impacts caused in whole or in part by the Tehaleh Phase 2 development. The Lead Agency, Pierce County, concurs with these impacts as documented in the SEIS for the Tehaleh Phase 2 development.

H. NASH agrees to mitigate the direct traffic impacts on the WSDOT state highway facilities in the vicinity of the Tehaleh Phase 2 development caused by the construction of the Tehaleh Phase 2 development, by contributing funding for highway projects on SR 162 as well as for a County project known as the New Rhodes Lake Road East. The County project has four segments of which the segment titled "128th Street East/SR 162 Intersection (CRP 5842)" will include the construction of a roundabout improvement at the intersection of SR 162 and 128th Street East, hereinafter referred to as the "SR 162 / 128th Street East Roundabout".

I. The Parties agree the funding contributions listed below and their timing will mitigate the significant adverse traffic impacts caused in whole or in part by the Tehaleh Phase 2 development on the nearby WSDOT state highway facilities.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, and the above recitals and the attached Exhibit "A", all of which are incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. **Background.** The methodology for calculating the dollar amount of NASH's mitigation obligation based upon traffic impacts on WSDOT facilities is based on the "fair share method." This method expresses the additional Tehaleh Phase 2 traffic as a percentage of total traffic in the SR 162 corridor at the applicable horizon year, and then applies that percentage to the estimated cost of a number of specified highway mitigation projects in the corridor. The Parties agree that the FSEIS, which incorporates and reflects substantial traffic modeling and other input from WSDOT and Pierce County, presents an adequate analysis of Tehaleh Phase 2 impacts upon WSDOT facilities and provides a reasonable basis for evaluation and mitigation of those adverse impacts.

2. **General Mitigation Obligation.** NASH shall provide mitigation in the form of cash funding of design, right-of-way acquisition, and construction of improvements for its Tehaleh Phase 2 impacts to WSDOT facilities in a total amount not to exceed \$30.99 million (\$30,990,000) in 2018 dollars, with inflationary increases as described below. The mitigation amount will be broken into two categories as follows:

2.1. **Category 1 Obligation:** A guaranteed commitment in the amount of \$21.72 million (\$21,720,000) in 2018 dollars to be discharged by NASH in part by NASH constructing improvements on SR 162 as described below and in part in the form of cash payments to WSDOT or Pierce County, which payments shall be held in a separate interest bearing account for the sole benefit of WSDOT (the "Category 1 Account") for the sole and express purpose of funding WSDOT highway improvements on SR 162. This shall include the (i) SR 162 / 128th Street East Roundabout Design, Right-of-Way Acquisition and Construction, (ii) SR 162 between 128th Street East and Military Road Design and Right-of-Way Acquisition and (iii) SR 162 between 128th Street East and Military Road Construction.

2.2. **Category 2 Obligation:** The amount of \$9.27 million (\$9,270,000) in 2018 dollars that will be paid to WSDOT or Pierce County, which shall be held in a separate

interest bearing account for the sole benefit of WSDOT (the "Category 2 Account") for the sole and express purpose of funding WSDOT highway improvements, to be determined at the sole discretion of WSDOT, necessitated by impacts of the Tehaleh Phase 2 project as determined by the results of the monitoring program described in Section 3 below.

The total amounts described in this Section 2 shall include inflationary increases using 3% per annum for the right-of-way, preliminary engineering, and construction phases of the projects. Therefore, the amounts set forth in this paragraph 2.1 and 2.2 shall be increased at the rate of 3% per annum on each January 1st, beginning January 1, 2020 until paid.

The details more fully describing the obligations of the parties pursuant to this Agreement may be the subject of a subsequent "Implementation Agreement". The Implementation Agreement may be entered into between the Parties prior to the Final Approval of the Tehaleh Phase 2 Project Master Plan, which shall take place on or about February 2019.

3. **Monitoring.** The Parties agree that the ultimate mitigation obligation for Tehaleh Phase 2 should be based, as nearly as possible, on the actual traffic impacts of that project. Because of Tehaleh's size, location, and mixed use, the standard parameters from the Institute for Traffic Engineers ("ITE") sources may not accurately reflect the actual traffic and impacts generated by Tehaleh. The calculation of the overall potential obligation of \$30.99 million (\$30,990,000) was based on standard ITE parameters, but will be subject to verification by monitoring in accordance with a Traffic Monitoring Program if agreed to the Parties. If the Parties cannot agree to a Traffic Monitoring Program the standard ITE parameters will be used.

4. **Category 1 Obligation.** The Parties agree that the Category 1 Obligation will be discharged as follows:

4.1 **SR 162 / 128th Street East Roundabout Design, Right-of-Way Acquisition, and Construction.** NASH will fund the design, permitting, right-of-way acquisition and construction of Pierce County CRP 5842, including the SR 162 / 128th Street East Roundabout in accordance with the "SR 162 & 128th Street East {SR Milepost 6.11} Intersection Control Analysis", dated June 2018 which has been reviewed and approved by WSDOT. The limits of this project where it abuts County right-of-way at 128th Street East are attached to this memorandum as Exhibit "A". NASH agrees that the roundabout intersection improvement will be completed and operational by the time the total off-site peak hour traffic generation from the overall Tehaleh development equals 3,270 PM peak hour trips.

WSDOT agrees it will be responsible to obtain all right-of-way needed for the completion of the required improvements on SR 162 and NASH will be responsible to reimburse WSDOT, through the Category 1 Account, for all its direct and indirect costs to acquire such right-of-way. If requested by Pierce County, WSDOT may assume the obligation to obtain the right-of-way needed on 128th Street East needed for the completion of the roundabout on SR 162 by its written consent, otherwise Pierce County shall acquire the needed 128th Street East right-of-way.

NASH shall pay into the Category 1 Account the full cost of each right-of-way acquisition, whether it is a whole parcel acquisition or partial parcel acquisition, within 60 calendar

days following the individual acquisition. NASH payments to the Category 1 Account shall occur on a parcel by parcel basis as the acquisition occurs and are not limited to once a month payments.

NASH shall receive credit for its direct costs associated with its Category 1 Obligation efforts, but only for those efforts that are directly related to the state highway improvements on SR 162 and for those roadway improvements on 128th Street East that are directly related to and needed to make the 128th Street East roundabout on SR 162 functional and operational, including the design, permitting, right-of-way acquisition and construction costs NASH contributes to Pierce County CRP 5842 that go toward the construction of the roundabout. Unless agreed to otherwise by WSDOT in writing, NASH will only be credited for its direct costs associated with the roundabout work that is within the future SR 162 state highway right-of-way limits that are illustrated on Exhibit "A". It is acknowledged by the Parties that this Exhibit "A" is a rough sketch of the proposed intersection roundabout improvements. WSDOT shall have the sole right to reasonably determine which costs will be credited as Category 1 Obligations under this provision.

4.2 SR 162 between 128th Street East and Military Road Design and Right-of-Way Acquisition. NASH shall reimburse WSDOT for congestion relief improvements on the SR 162 corridor between 128th Street East and Military Road, specifically to be used for implementation of Project ID#22B - Military to 128th 4-lane divided configuration with a roundabout at the intersection of Military Road and SR 162 as described in "The WSDOT SR 162 Report".

The Parties mutually agree that this SR 162 highway project could be modified or built in phases due to legislative direction. In addition, legislative action could direct WSDOT to update the "The WSDOT SR 162 Report" with the result being a highway project that is changed from what is listed in the June 2017 report. The Parties agree that legislative action will not reduce or increase Tehaleh's obligation to fund and/or build the highway improvements described in this Agreement.

The cash payments from NASH to the Category 1 Account will be made for the following purposes on a schedule to be established in a project-specific agreement between the Parties. The agreement shall be based upon the following general provisions.

4.2.1 NASH will fund the design of the SR 162 improvements with 15% paid in advance of the date WSDOT designates as the date WSDOT design work will begin and with the balance funded as design proceeds. NASH payments to the Category 1 Account will start no earlier than January 1, 2024 and will occur at a frequency not to exceed more than one payment a month. WSDOT will provide to NASH a minimum of 90 calendar days in advance of the 15% advance payment due date for this design activity an estimated cost of the advance payment, including the estimated monthly payments needed until the design effort is completed, also known as the "aging" of the project.

4.2.2 NASH will fund the acquisition of right-of-way parcels needed as described above for the designed improvement, with 15% paid in advance of the date WSDOT designates as the date WSDOT acquisition activities will commence and

with progress payments as acquisitions are made. NASH payments to the Category 1 Account will start no earlier than January 1, 2025 and will occur at a frequency not to exceed more than one payment a month. NASH will be provided with a minimum of 90 calendar days advance notice of the 15% advance payment due date for this right-of-way activity an estimated cost of the advance payment, including the estimated monthly payments needed until the right-of-way acquisition effort is completed, also known as the “aging” of the project. As noted in 4.1 above the actual right-of-way acquisition payments by NASH to the Category 1 Account shall occur on a parcel by parcel basis as the acquisition occurs and are not limited to once a month payments.

4.3 SR 162 between 128th Street East and Military Road Construction. The remaining balance of the Category 1 Obligation, after credits described in 4.1 above and payments as described in 4.2.1 and 4.2.2 above, and including the amount of inflationary increases described under Section 2 shall be paid by NASH to the Category 1 Account to pay for costs incurred for construction of the SR 162 improvements, with 15% paid in advance of the start of construction with the balance paid as progress is made. NASH will be provided with a minimum of 90 calendar days advance notice of the 15% advance payment due date for this construction activity an estimated cost of the advance payment, including the estimated monthly payments needed until the construction effort is completed, also known as the “aging” of the project.

NASH’s responsibility to pay reimbursable construction costs into the Category 1 Account will commence no earlier than January 1, 2027. NASH will be responsible to pay its share of the construction costs incurred based on its proportional obligation for the overall projected construction cost. For example, if the NASH remaining construction obligation is \$10 million, after credits described in 4.1 above and payments as described in 4.2.1 and 4.2.2 above, and the total SR 162 improvement project costs \$20 million, the NASH share of each progress payment would be 50%. NASH’S obligation for Category 1 Obligation payments shall not exceed \$21.72 million (\$21,720,000), except for any inflationary increases as described under Section 2.

The Parties mutually agree that this SR 162 highway project could be modified or built in phases due to legislative direction. In addition, legislative action could direct WSDOT to update the “The WSDOT SR 162 Report” with the result being a highway project that is changed from what is listed in the June 2017 report. The Parties agree that legislative action will not reduce or increase Tehaleh’s obligation to fund and/or build the highway improvements described in this Agreement.

5. Category 2 Obligation. The Category 2 Obligation is conditional on monitoring of actual traffic generated to and from the overall Tehaleh development. Up to the total amount of the Category 2 Obligation contribution of \$9.27 million (\$9,270,000), together with inflationary increases under Section 2, will be paid to WSDOT or Pierce County if the overall Tehaleh traffic exceeds 70% of the ITE determined 8,091 offsite weekday PM peak hour trips expected to be generated, which equals 5,665 weekday PM peak hour trips. The proportional share contribution will be increased commensurate with the additional traffic generated by Tehaleh Phase 2 as shown through the annual Traffic Monitoring Program.

The additional proportional share contribution shall be calculated as follows:

1 Total off-site weekday PM peak hour trips as determined in the Traffic Monitoring Program.

Additional Proportional Cost Share = $\frac{\text{Actual Trips}^1 - 5,665}{2,426} \times \9.27 M
--

Traffic monitoring will be conducted annually by NASH. If the overall Tehaleh development is shown to generate more than 70% of the offsite weekday PM peak hour trips projected then a second monitoring will occur within 6 months to confirm the results. If two consecutive traffic monitoring studies show that more than 70% of the offsite weekday PM peak hour trips are generated then NASH will be responsible for a proportional share of the Category 2 Obligation; however, NASH will not be charged for additional proportional share costs if the cost has already been paid for those additional off-site weekday PM peak hour trips in a previous year. The additional proportional share cost will be adjusted to account for only the new offsite weekday PM peak hour trips each year.

The frequency and timing of any additional proportional share contributions shall be determined by the Parties at the Midpoint (year 2028) Review of Proportional Share to WSDOT Project as described in the Traffic Monitoring Program.

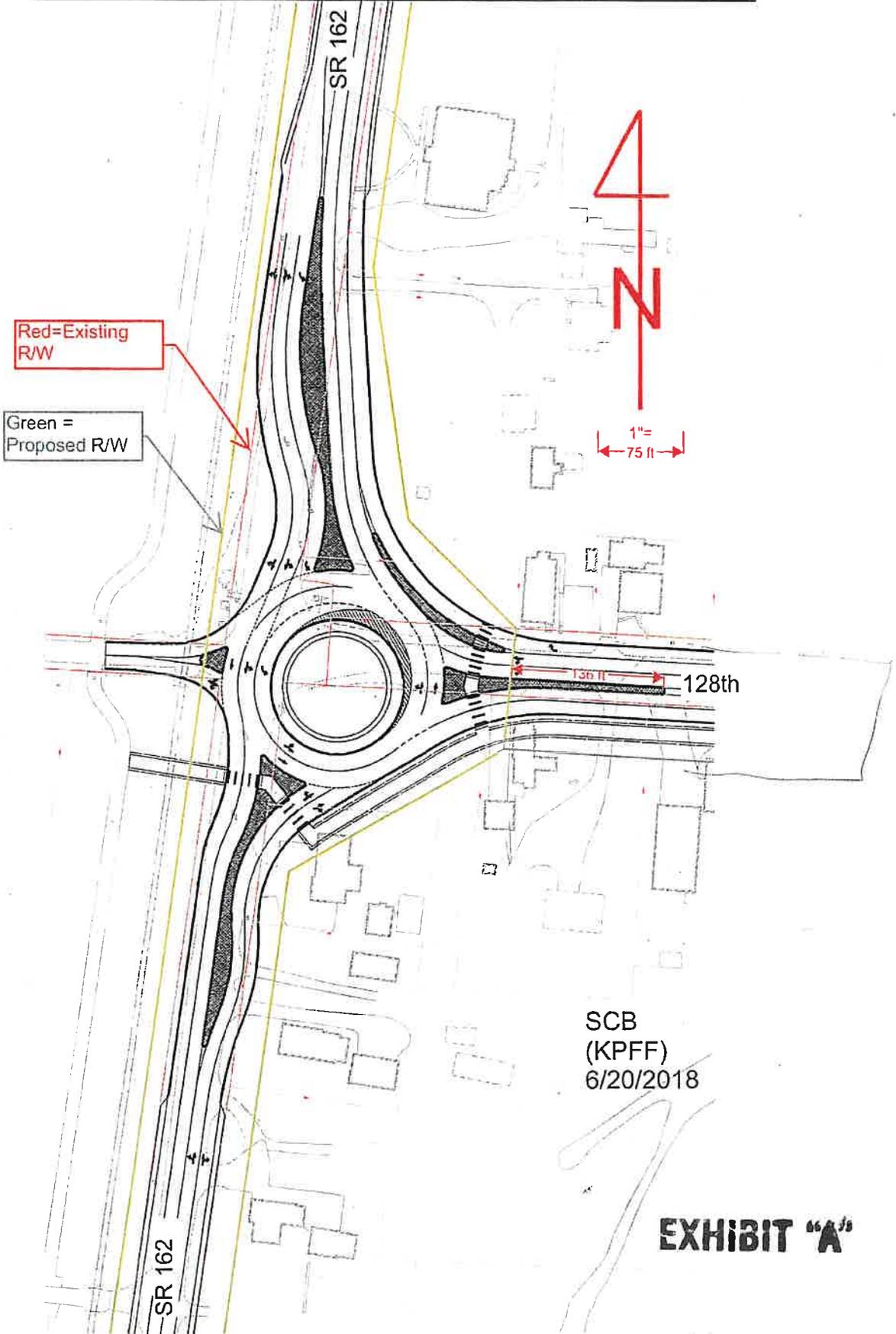
6. **Purpose of the Memorandum; Additional Terms.** This Memorandum of Agreement is intended to reflect the agreement of WSDOT and NASH with respect to traffic mitigation for Tehaleh Phase 2 impacts. As such, it may be presented to Pierce County Council and other decision-makers to reflect the agreement with respect to traffic mitigation and may be incorporated into decision documents. The Parties agree that it may be necessary to set forth additional specific terms regarding technical matters and procedural implementation and agree to negotiate those issues in good faith so that each party receives the intended benefits, and that such agreements, including but not limited to any Implementation Agreements entered into by the parties prior to or after the Approval of the Tehaleh Phase 2 Project Master Plan.

7. **Entire Agreement.** This agreement represents the entire Agreement of the parties with respect to all matters referenced herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Parties date signed last below.

NASH Cascadia Verde, LLC	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: 	By: 
Printed: <u>SCOTT JONES</u>	Printed: <u>Steve Rank</u>
Title: <u>AUTHORIZED SIGNATORY</u>	Title: <u>Asst. Region Admin.</u>
Date: <u>11-26-18</u>	Date: <u>11/26/2018</u>

Proposed Roundabout at SR 162 & 128th St E
Pierce County



FINDINGS OF FACT

The Pierce County Council finds that:

1. The Revised Code of Washington (RCW) 36.70B.170 through .210 authorizes the execution of a Development Agreement between a local government and a person having ownership or control of real property within its jurisdiction.
2. A Development Agreement provides a developer an assurance that existing regulations in effect and cited in an Agreement will govern and vest the development, use, and mitigation of anticipated new development of the real property, enabling the local government and developer to plan for the development and services, infrastructure, or other facilities related to the development.
3. Pierce County has adopted Development Agreement provisions in its development regulations (Chapter 18A.100 of the Pierce County Code [PCC]) which authorize a Development Agreement consistent with the Development Agreement statute in RCW 36.70B.170 through .210. This Development Agreement has been processed, considered and executed in accordance with those County and State requirements.
4. The Pierce County Comprehensive Plan was adopted on November 29, 1994, through Ordinance No. 94-82s.
5. Exhibit A to Ordinance No. 94-82s designated the "Cascadia" area as Moderate Density Single Family with an Employment Based Planned Community (EBPC) Overlay.
6. The Pierce County Comprehensive Plan was amended through Ordinance No. 95-132s on November 21, 1995.
7. Exhibit A to Ordinance No. 95-132s established an EBPC land use classification to allow for EBPC developments approved through the planned unit development or planned development district permit process.
8. Ordinance No. 95-132s provided the "Cascadia" area with an EBPC comprehensive land use plan designation by removing the Moderate Density Single Family designation and EBPC Overlay.
9. The Pierce County Zoning Atlas was amended through Ordinance No. 95-149s2 on February 17, 1996, establishing an EBPC zone classification for the "Cascadia" area.



- 1 10. The Pierce County Zoning Code was amended through Ordinance No. 96-97 on
2 October 13, 1996, to provide Planned Unit Development (PUD) standards to
3 implement EBPCs.
4
- 5 11. On September 8, 1999, Pierce County and the Cascadia Development Corporation
6 entered into the Cascadia EBPC development agreement, pursuant to Chapter
7 18A.75 PCC.
8
- 9 12. Exhibit D of the 1999 Cascadia development agreement specifically authorized
10 Phase 1 with a maximum of 1,719 dwelling units and confirmed 119.2 acres of
11 employment uses, to include a 7.2-acre neighborhood center, 79.9-acre business
12 park, 15.9-acres of golf course related uses, 15.7-acre equestrian center, 0.5-acre
13 marketing center, along with school and fire station acreage to satisfy the
14 employment acreage requirement for Phase 1.
15
- 16 13. It is the policy of Pierce County that Employment Based Planned Communities be
17 developed with an employment center including a mix of jobs and services within
18 the first component of the development.
19
- 20 14. On March 23, 2011, NASH Cascadia Verde LLC ("NASH") purchased all of
21 Cascadia, with the exception of Parcel O, and renamed the development
22 "Tehaleh". NASH purchased Parcel O on April 1, 2016, and incorporated it into the
23 Tehaleh development.
24
- 25 15. On June 2, 2015, the Council adopted Ordinance No. 2015-31s that approved the
26 Tehaleh Restated Development Agreement for Tehaleh Phase 1, pursuant to
27 Chapter 18A.100 PCC and RCW 36.70B.170.
28
- 29 16. The Restated Development Agreement for Phase 1, as approved in Ordinance No.
30 2015-31s, states that Council approval of a Development Agreement shall be
31 required for Phase 2 prior to any non-infrastructure development activity in
32 Phase 2.
33
- 34 17. The approval of a separate Development Agreement is required for Phase 2; as
35 such, the Council adopted Resolution No. R2018-80s directing Planning and Public
36 Works (PPW) to initiate a Phase 2 Development Agreement pursuant to the
37 provisions of PCC 18A.100.060.
38
- 39 18. PPW has negotiated in good faith with the applicants (NASH) to negotiate
40 acceptable terms and conditions to be incorporated into a Phase 2 Development
41 Agreement consistent with the criteria outlined in Resolution No. R2018-80s.
42
- 43 19. PPW submitted an Ordinance to the Council including the negotiated Phase 2
44 Development Agreement for the Council's consideration.
45
46



- 1 20. Tehaleh Phase 2 shall be developed with an employment center, including a mix of
2 jobs and services, within the first component of the development.
3
- 4 21. The Phase 2 Development Agreement includes assurances in fulfilling the
5 employment component of the Employment Based Planned Community. No more
6 than 6,437 residential dwelling units shall be approved until a minimum of 100-
7 acres of employment uses have been established and necessary utilities and
8 infrastructure have been extended to the perimeter of all employment centers.
9
- 10 22. Tehaleh will provide a minimum of 475 acres (10 percent of total acreage) for
11 commercial, light industrial, retail and civic employment as an Employment Based
12 Planned Community that supports Pierce County's economic development goals.
13
- 14 23. The Development Agreement ensures that adequate transportation infrastructure
15 shall be completed concurrent with the development of Phase 2.
16
- 17 24. Tehaleh provides a variety of housing products (single-family, two-family, multi-
18 family, age qualified, etc.) in a wide range of price points from affordable to
19 executive housing.
20
- 21 25. The Phase 2 Development Agreement includes a substantial affordability housing
22 obligation.
23
- 24 26. Tehaleh is the first development in Pierce County to pay a voluntary fire impact
25 fee.
26
- 27 27. Tehaleh has built a Wastewater Treatment Plant to be dedicated to Pierce County
28 in the spring of 2019 with capacity to serve all of Tehaleh.
29
- 30 28. Tehaleh will continue to build and privately maintain a regional stormwater system
31 capturing all storm water onsite and recharging the aquifer below.
32
- 33 29. The Council recognizes Tehaleh as an exceptional mixed-use development
34 providing a mix of housing types, densities, and price points, jobs and services,
35 civic uses, recreational trails and parks, up to six schools in two school districts,
36 while maintaining 40 percent of the community as permanent open space.
37
- 38 30. The development proposal included in the August 14, 2014, Major Amendment
39 application provides the framework for Draft and Final Phase 2 Supplemental
40 Impact Statement, the Phase 2 Development Agreement initiated via Resolution
41 No. 2018-80s, and the Pierce County Hearing Examiner's review of a Project
42 Master Plan.
43
- 44 31. The Pierce County Hearing Examiner shall review and issue final decisions for the
45 EBPC PUD and all quasi-judicial matters associated with the EBPC PUD that are
46 described in PCC 1.22.080, including preliminary and final plats, conditional use
47 permits and appeals. Minor Amendments or modifications may be approved by



1 the Department. Major amendments may be approved by the Hearing Examiner.
2 The Examiner shall utilize the Phase 2 Development Agreement approved
3 pursuant to Chapter 18A.100 PCC as the basis for all land uses decisions and
4 shall follow the development regulations included in Chapter 18A.75 PCC for the
5 EBPC PUD.
6

7 32. The Phase 2 Development Agreement includes procedures for modification of the
8 terms, conditions, mitigation, and applicable regulations associated with Phase 2.
9 Amendments to the Phase 2 Development Agreement shall be subject to Council
10 approval.
11

12 33. The Council's public hearing on Ordinance No. 2018-90s is not intended to
13 duplicate any hearing conducted by the Hearing Examiner in its quasi-judicial role
14 of reviewing and implementing the Phase 2 Project Master Plan (PMP).
15

16 34. The Phase 2 Development Agreement attached to Ordinance No. 2018-90s in
17 Exhibit A is consistent with the requirements of law and the directives included in
18 Resolution No. R2018-80s and is in the public interest.
19

20 35. The Phase 2 Development Agreement was considered via Ordinance No.
21 2018-90s in a public hearing on November 27, 2018. The County Executive is
22 authorized to enter into the approved Tehaleh Employment-Based Planned
23 Community Phase 2 Development Agreement as shown in Exhibit A.
24
25

