

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

LEGAL DESCRIPTION:

(APN'S 0222313076, 4003250960, 4003250980 AND 4003251000)
VACATED LOT 2, RECORD OF SURVEY FOR PARTIAL PLAT VACATION, RECORDED MAY 18, 2017 UNDER RECORDING NUMBER 201705185001, IN PIERCE COUNTY, WASHINGTON;
TOGETHER WITH TRACT S, MCCORMICK CREEK PLAT AND PRD PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2016 UNDER RECORDING NUMBER 201603225002, IN PIERCE COUNTY, WASHINGTON;
TOGETHER WITH THAT PORTION OF VACATED MCCORMICK DRIVE PER PARTIAL PLAT VACATION RECORDED UNDER RECORDING NUMBER 201705185001;
ALSO TOGETHER WITH TRACTS U AND W, MCCORMICK CREEK PLAT AND PRD PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 2016 UNDER RECORDING NUMBER 201603225002, IN PIERCE COUNTY, WASHINGTON;
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED PROPERTY, DEDICATE THESE LOTS TO THE PURCHASERS THEREOF. WE DEDICATE THE ROADS HEREIN AND THE PUBLIC EASEMENTS TO THE USE OF THE PUBLIC FOREVER AND WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS. WE HEREBY GRANT TO THE PUBLIC THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THESE LOTS IN THE ORIGINAL REASONABLE GRADING OF THESE STREETS.
WE DEDICATE TO THE CITY OF GIG HARBOR, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, CONTRACTORS, FOR THE USE OF THE PUBLIC FOREVER, A PERPETUAL EASEMENT WITH A RIGHT OF IMMEDIATE ENTRY AND CONTINUED ACCESS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR OF SEWER PIPELINES, MANHOLES AND OTHER APPURTENANT SEWER STRUCTURES, DRYWELLS, OR UNDERGROUND DRAINAGE FACILITIES OVER, UNDER AND ACROSS THE EASEMENTS AND/OR PUBLIC ROADS SHOWN ON THE FACE OF THIS PLAT.
THIS SUBDIVISION AND DEDICATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNERS. IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS.

McCORMICK CREEK, LLC.
A WASHINGTON LIMITED LIABILITY COMPANY
BY:
ITS:

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } SS.
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ OF McCORMICK CREEK, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES _____
PRINTED NAME _____

CITY MAYOR

I HEREBY CERTIFY THAT THIS PLAT OF McCORMICK CREEK PLAT AND PRD PHASE 3 IS DULY APPROVED BY THE CITY OF GIG HARBOR CITY COUNCIL THIS _____ DAY OF _____, 20____, BY RESOLUTION NO. _____.
ATTEST:
MAYOR, CITY OF GIG HARBOR _____
CLERK, CITY OF GIG HARBOR _____

CITY PLANNING

I HEREBY CERTIFY THAT THIS PLAT OF McCORMICK CREEK PLAT AND PRD PHASE 3 IS IN CONFORMANCE WITH THE CITY OF GIG HARBOR COMPREHENSIVE PLAN AND ZONING CODE.
COMMUNITY DEVELOPMENT DIRECTOR, CITY OF GIG HARBOR _____ DATE _____
CITY ENGINEER
I HEREBY CERTIFY THAT THIS PLAT OF McCORMICK CREEK PLAT AND PRD PHASE 3 COMPLIES WITH THE APPLICABLE PROVISIONS OF THE CITY OF GIG HARBOR PUBLIC WORKS CONSTRUCTION STANDARDS.
EXAMINED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY ENGINEER, CITY OF GIG HARBOR _____ DATE _____

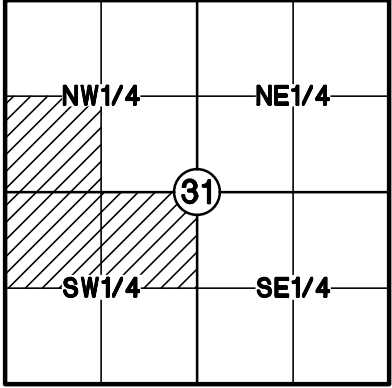
CITY CLERK

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED AS DEDICATED STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL.
CITY CLERK, CITY OF GIG HARBOR _____ DATE _____

ASSESSOR-TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.
ASSESSOR – TREASURER, PIERCE COUNTY, WASHINGTON _____ DATE _____

INDEXING DATA
SECTION 31, T22N, R2E, W.M.



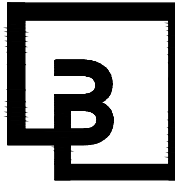
JOB NO. 14830

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF GIG HARBOR THIS _____ DAY OF _____, 20____,
AT _____ MINUTES PAST _____ .M., RECORDS OF PIERCE COUNTY, WASHINGTON.
AUDITOR'S FILE NO. _____
PIERCE COUNTY AUDITOR _____ DEPUTY AUDITOR _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF McCORMICK CREEK PLAT AND PRD PHASE 3 IS BASED UPON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE BEARINGS AND DISTANCES ARE SHOWN CORRECTLY; THAT THE PERIMETER MONUMENTS WILL BE SET AND THAT ALL OTHER MONUMENTS AND LOT CORNERS WILL BE SET; THAT I HAVE COMPLIED WITH ALL STATE AND CITY REGULATIONS GOVERNING PLATTING AND THAT IT CONFORMS TO THE APPROVED PRELIMINARY PLAT AND THE CONDITIONS THEREOF.
MATTHEW K. ABBAS, PLS #20109892 _____ DATE 11/18/2021



Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 1 OF 11

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

EXCEPTIONS NOTED IN TITLE REPORT:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY ALTA COMMITMENT, ORDER NO. 4266--3282619 DATED APRIL 6, 2021)

1--12. NOT APPLICABLE TO BE SHOWN ON SURVEY.

13. RIGHTS, TAKEN BY THE CITY OF TACOMA IN CONDEMNATION ACTION UNDER PIERCE COUNTY SUPERIOR COURT CAUSE NUMBER 51234, INCLUDING THE RIGHT TO CUT DANGEROUS TREES AND BRUSH.
(PLOTTED HEREON)

14. STATEMENT OF CLAIM FOR MINERAL INTERESTS IN PROPERTY INCLUDING THE TERMS AND PROVISIONS THEREOF:
GIVEN BY: POPE RESOURCES
RECORDED: MAY 27, 1986 RECORDING NUMBER: 8605270396
(NOT PLOTTABLE--BLANKET MINERAL RESERVATION)
NO DETERMINATION HAS BEEN MADE WITH RESPECT TO THE CURRENT OWNERSHIP OR OTHER MATTERS AFFECTING SAID RESERVATIONS.

15. DECLARATION OF COVENANT REGARDING A WELLSITE INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED: JUNE 21, 1988 RECORDING NUMBER: 8806210240
(NOT PLOTTABLE--OFFSITE WELL EASEMENT OVER EXISTING WELL)

16. MEMORANDUM OF AGREEMENT AND THE16. TERMS AND CONDITIONS THEREOF:
BETWEEN: GIG HARBOR CHRISTIAN CHURCH/SCHOOL AND: PIERCE COUNTY
RECORDING INFORMATION: 8905170351
(NOT PLOTTABLE)

17. RESTRICTIVE COVENANT REGARDING A WELLSITE INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED: SEPTEMBER 11, 1992 RECORDING NUMBER: 9209110327
(NOT PLOTTABLE)

18. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "UTILITY EXTENSION, CAPACITY AGREEMENT, AND AGREEMENT WAIVING RIGHT TO PROTEST LID"
RECORDED: AUGUST 24, 1993 RECORDING NO.: 9308240842
(NOT PLOTTABLE)

19. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEED OF CONSERVATION EASEMENT"
RECORDED: DECEMBER 31, 2007 RECORDING NO.: 200712310330
MODIFICATION AND/OR AMENDMENT BY INSTRUMENT:
RECORDED: JANUARY 12, 2011 RECORDING INFORMATION: 201101120472
(PLOTTED HEREON)
IN THESE CONNECTIONS WE NOTE A QUIT CLAIM DEED FROM THE NORTHWEST CONSERVATION STEWARDSHIP FUND TO THE CITY OF GIG HARBOR RECORDED UNDER RECORDING NUMBER 201106200012.

20. STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: CITY OF GIG HARBOR
RECORDED: DECEMBER 13, 2010 RECORDING INFORMATION: 201012130162

21. DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: CITY OF GIG HARBOR AND: MCCORMICK CREEK LLC
RECORDING INFORMATION: 201104040155
(NOT PLOTTABLE)
MODIFICATION AND/OR AMENDMENT BY INSTRUMENT:
RECORDING INFORMATION: 201408070397 & 201712260192
SAID DEVELOPMENT AGREEMENT REPLACES AND SUPERSEDES THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED UNDER RECORDING NUMBER 201004290173 WHICH WAS MODIFIED BY FIRST AMENDMENT THERETO RECORDED UNDER RECORDING NUMBER 201006290783.

22. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF WETLAND MITIGATION, WETLAND, AND WETLAND BUFFERS"
RECORDED: OCTOBER 18, 2013 RECORDING NO.: 201310180625
(PLOTTED HEREON)

23. STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: CITY OF GIG HARBOR AND: MCCORMICK CREEK LLC
RECORDING INFORMATION: 201407250009
(NOT PLOTTABLE)

24. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:
RECORDING INFORMATION: 201508170834
IN FAVOR OF: PUGET SOUND ENERGY, INC. FOR: ONE OR MORE UTILITY SYSTEMS
(AN EASEMENT AREA THAT IS TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES LOCATED AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED, LYING WITHIN THE ENTIRE PLAT OF MCCORMICK CREEK)

25. COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDING INFORMATION: 201603210909
(NOT PLOTTABLE)
AMENDMENT THERETO RECORDED UNDER 201609300816 AND 201812130141.
ASSIGNMENT OF DECLARANT'S RIGHTS, AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NUMBERS 201604050201, 201609230712, 201610210475, 201706010289, 201706230930 AND 201801310551.

26. NOT APPLICABLE TO BE SHOWN ON SURVEY.

27. ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES, PROVISIONS AND/OR OTHER MATTERS SHOWN OR DISCLOSED BY MCCORMICK CREEK PLAT AND PRD PHASE 1 RECORDED UNDER RECORDING NUMBER 201603225002.
(PLOTTED HEREON)
IN THIS CONNECTION WE NOTE PARTIAL RELEASE AND TERMINATION OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF, RECORDED APRIL 26, 2017 UNDER RECORDING NUMBER 201704260079.

28. NOT APPLICABLE TO BE SHOWN ON SURVEY.

29. CONDITIONS, NOTES, EASEMENTS, PROVISIONS, ENCROACHMENTS AND/OR OTHER MATTERS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 201705185001.

30. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:
RECORDING INFORMATION: 201710130743
IN FAVOR OF: PUGET SOUND ENERGY, INC. FOR: ONE OR MORE UTILITY SYSTEMS
(PLOTTED HEREON)

31. MEMORANDUM OF AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: MCCORMICK CREEK LLC AND: SSHI LLC
RECORDING INFORMATION: 201901080383
(NOT PLOTTABLE)

32. NOT APPLICABLE TO BE SHOWN ON SURVEY.

33. MEMORANDUM OF AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: BARBARA COBEAN AND: PIERCE COUNTY
RECORDING INFORMATION: 9402170278
(NOT PLOTTABLE)

PLAT NOTES:

1. THE ARTICLES OF INCORPORATION FOR THE McCORMICK CREEK HOMEOWNERS ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON.

2. THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED UNDER AUDITOR'S FILE NO. 201603210909, 201609300816, 201812130141 AND _____.

3. TRACTS "E", "J", "Q", "R" AND "Z" ARE OPEN SPACE TRACTS. ALL LOTS IN THE PLAT OF McCORMICK CREEK PLAT AND PRD PHASE 3 WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS "E", "J", "Q", "R" AND "Z". THE MCCORMICK CREEK HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.

4. TRACTS "U" AND "W" ARE WETLAND/BUFFER TRACTS. ALL LOTS IN THE PLAT OF MCCORMICK CREEK PLAT AND PRD PHASE 3 WILL HAVE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS "U" AND "W". THE MCCORMICK CREEK HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS.

5. AS A CONDITION OF APPROVAL OF THIS PHASE 3 PLAT, A PARKING LOT HAS BEEN CONSTRUCTED OVER THE UNDERGROUND STORM DRAINAGE FACILITIES LOCATED ON LOT 1 OF THE FINAL PLAT OF MCCORMICK CREEK PLAT AND PRD PHASE 2. PURSUANT TO A DECLARATION OF USE RESTRICTION AND MAINTENANCE OBLIGATION RECORDED UNDER PIERCE COUNTY RECORDER'S NUMBER _____, THE PARKING LOT SHALL BE USED ONLY AS A PARKING LOT PROVIDING PARKING FOR THE PUBLIC ACCESSING THE ADJOINING TRAILS, MEMBERS OF THE ASSOCIATION AND OTHER PUBLIC USERS AS DETERMINED BY THE CITY OF GIG HARBOR. THE COSTS ASSOCIATED WITH MAINTAINING THE LANDSCAPE, PARKING LOT PAVEMENT, STRIPING AND LIGHTING, AND THE SIDEWALK SHALL BE BORNE BY THE OWNERS OF LOTS WITHIN THIS PHASE 3 PLAT ONLY, AND ALL OTHER COSTS ASSOCIATED WITH MAINTAINING THE IMPROVEMENTS ON LOT 1 OF FINAL PLAT OF MCCORMICK CREEK PLAT AND PRD PHASE 2, SUCH AS MAINTENANCE OF THE STORM DRAINAGE FACILITIES, SHALL BE BORNE BY ALL MEMBERS OF THE MCCORMICK CREEK HOMEOWNERS ASSOCIATION.

6. WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT.

7. INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE.

8. WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.

9. STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.

10. IF PRIVATE ROADWAYS ARE PROPOSED THEN PROVISIONS SHALL BE MADE FOR THE ROADS AND EASEMENTS TO BE OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.

11. THIS PLAT IS SUBJECT TO STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANTS RECORDED UNDER AUDITOR'S FILE NO. _____.

12. PRIVATE STORMWATER/DRAINAGE EASEMENTS (PSDE) ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THIS PLAT.

13. SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(C)(11) SHALL BE PAID FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

14. LOT OWNERS WILL MAINTAIN THEIR IRRIGATION AND LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY WHICH ABUT THEIR LOT FRONTAGES.

EASEMENTS AND RESERVATIONS

A UTILITY EASEMENT (UE) IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF GIG HARBOR, PENINSULA LIGHT, CENTURYLINK, COMCAST, THE U.S. POSTAL SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR FIVE (5) FEET PARALLEL WITH AND ADJOINING THE PROPOSED STREET FRONTAGE OF ALL LOTS AND TRACTS, TOGETHER WITH THAT AREA AS DETAILED ON SHEET 8, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES, CONDUITS, CABLES, WIRES, WATER METERS, FIRE HYDRANTS, WATER SYSTEM APPURTENANCES, SANITARY SEWER STRUCTURES AND PUBLIC STORM DRAINAGE STRUCTURES WITH ALL NECESSARY OR CONVENIENT UNDERGROUND OR GROUND--MOUNTED APPURTENANCES THERETO FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

SIGHT DISTANCE EASEMENT NOTE:
A SIGHT DISTANCE EASEMENT IS LOCATED UPON PORTIONS OF TRACT J, LOT 162 AND LOT 148, AS ILLUSTRATED ON SHEET 5. NO LANDSCAPING, VEGETATION OR OTHER IMPROVEMENTS ARE ALLOWED WITHIN THE SIGHT DISTANCE EASEMENT AREAS.

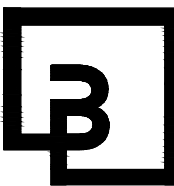
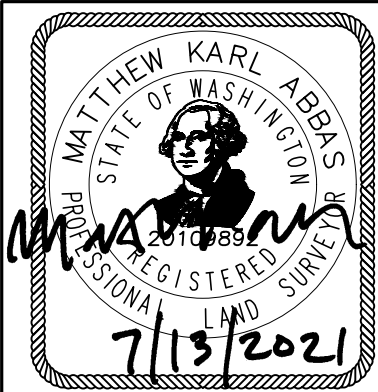
SURVEY INFORMATION

HORIZONTAL DATUM:
WASHINGTON STATE COORDINATE SYSTEM SOUTH ZONE NAD 83/91 PER PIERCE COUNTY PUBLISHED DATA. PIERCE COUNTY CONTROL POINT NO. 2588 WAS HELD FOR POSITION, AND A LINE BETWEEN SAID POINT NO. 2588 AND CONTROL POINT NO. 2514 WAS HELD FOR ROTATION, BEING NORTH 01°26'06" EAST.

NARRATIVE:
THIS IS A FIELD TRAVERSE SURVEY. SPECTRA PRECISION FOCUS 30, TOPCON GR5 GPS AND SPECTRA PRECISION RANGER DATA COLLECTOR WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332--130--090. ALL INSTRUMENTS AND EQUIPMENT HAVE BEEN MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURERS' SPECIFICATIONS.

SURVEYOR'S NOTES:
1. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
2. THE BOUNDARY CORNERS AND LINES DEPICTED ON THIS MAP REPRESENT DEED LINES ONLY. THEY DO NOT PURPORT TO SHOW OWNERSHIP LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.
3. ALL FRONT AND BACK LOT AND TRACT CORNERS HAVE BEEN STAKED WITH A 1/2--INCH BY 24--INCH REBAR WITH PLASTIC CAP MARKED "BCE 20109892".

JOB NO. 14830



Barghausen Consulting Engineers, Inc.

18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

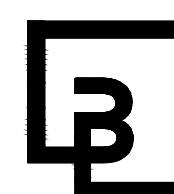
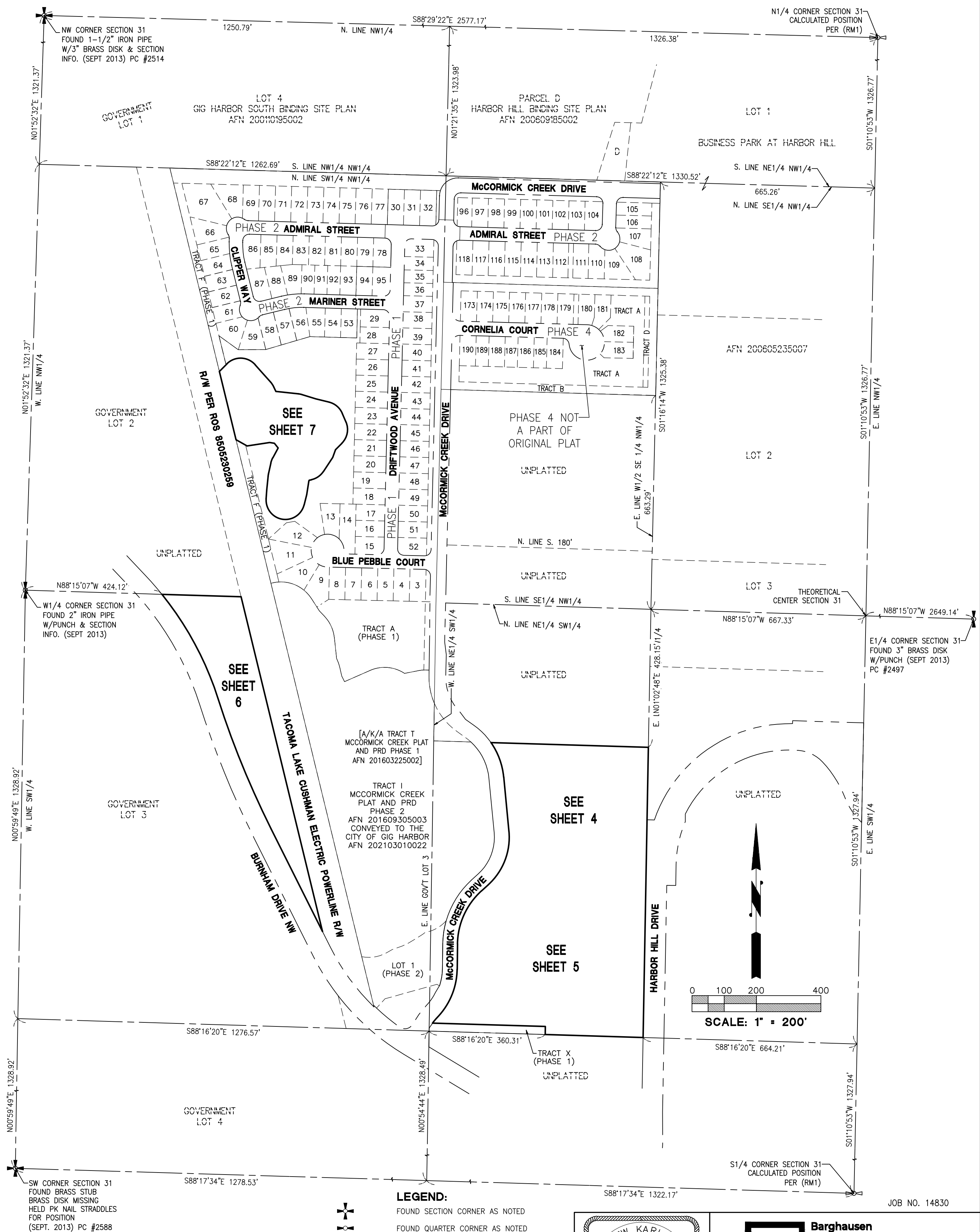
SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 2 OF 11

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McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.



Barghausen Consulting Engineers, Inc.

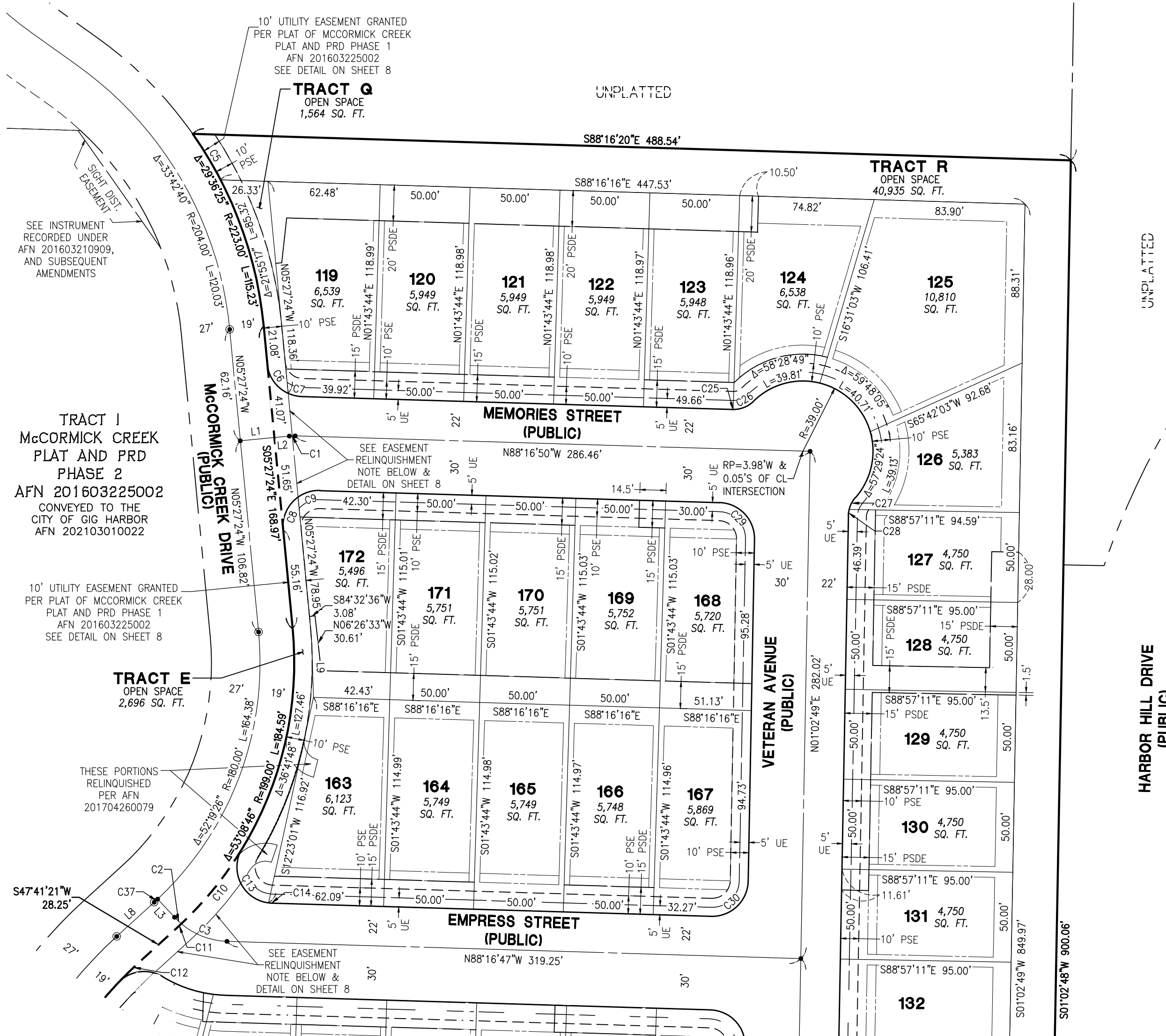
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SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

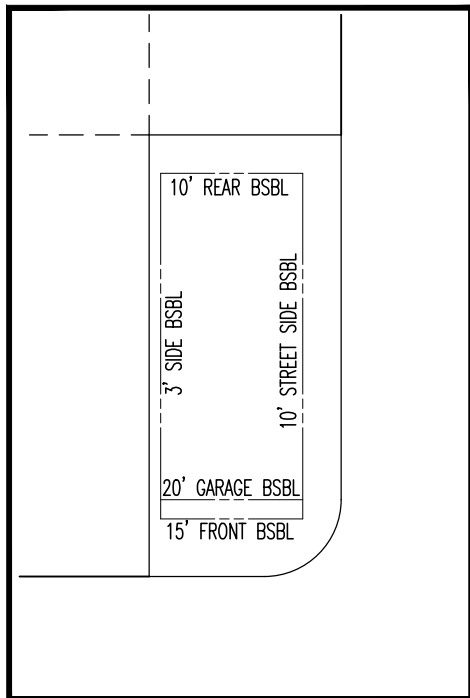
SHEET 3 OF 11

McCORMICK CREEK PLAT AND PRD PHASE 3

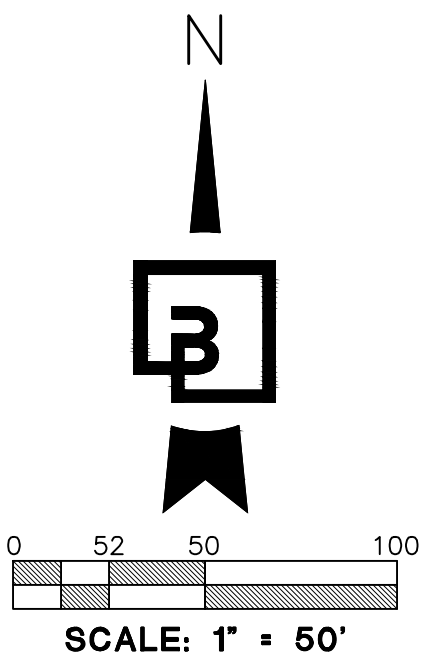
SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.



SEE SHEET 5



**BUILDING SETBACK LINE
(BSBL) DETAIL**
1" = 50'



SCALE: 1" = 50'

EASEMENT RELINQUISHMENT NOTE:

THOSE PORTIONS OF THE 10 FOOT UTILITY EASEMENT (UE) WHICH WERE CREATED WITH THE RECORDING OF MCCORMICK CREEK PLAT AND PRD PHASE 1, AFN 201603225002, WHICH LIE ALONG THE EASTERLY MARGIN OF MCCORMICK CREEK DRIVE LYING WITHIN TRACT E, LOT 163, AND THE PROPOSED RIGHT-OF-WAY BEING ESTABLISHED WITH THIS PLAT ARE HEREBY RELINQUISHED UPON THE RECORDING OF THIS PLAT. SEE DETAIL ON SHEET 8.

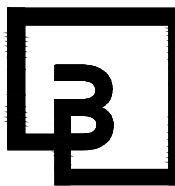
LEGEND:

- CITY OF GIG HARBOR STANDARD ROAD MONUMENT SET PER PLAT OF MCCORMICK CREEK PHASE 1, AFN 201603225002
- SET CITY OF GIG HARBOR STANDARD ROAD MONUMENT UPON COMPLETION OF CONSTRUCTION
- PSDE PRIVATE STORM DRAINAGE EASEMENT
SEE PLAT NOTE 12 ON SHEET 2
- PSE PUGET SOUND ENERGY EASEMENT
AFN 201710130743

LINE TABLE		
LINE #	LENGTH	BEARING
L1	19.00'	S84°32'36"W
L2	8.37'	S84°32'36"W
L3	13.82'	N43°07'58"W
L4	19.00'	N83°21'07"W
L5	19.56'	N83°21'07"W
L6	1.74'	S47°41'21"W
L7	18.06'	S00°54'56"W
L8	28.25'	N47°41'21"E
L9	32.68'	N01°54'51"W

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	3.26'	26.00'	7°10'34"	C21	29.96'	71.00'	24°10'25"
C2	5.19'	41.00'	7°15'07"	C22	6.64'	71.00'	5°21'23"
C3	27.70'	41.00'	38°42'30"	C23	20.21'	20.00'	57°54'07"
C4	2.24'	26.00'	4°55'33"	C24	5.21'	20.00'	14°55'18"
C5	29.91'	223.00'	7°41'09"	C25	0.34'	16.00'	1°12'02"
C6	20.94'	20.00'	60°00'00"	C26	12.57'	16.00'	45°01'46"
C7	7.97'	20.00'	22°49'26"	C27	7.59'	16.00'	27°10'26"
C8	20.94'	20.00'	60°00'00"	C28	3.64'	16.00'	13°02'25"
C9	12.98'	20.00'	37°10'34"	C29	31.18'	20.00'	89°19'39"
C10	54.02'	199.00'	15°33'16"	C30	31.65'	20.00'	90°40'24"
C11	3.11'	199.00'	0°53'42"	C31	31.18'	20.00'	89°19'36"
C12	16.73'	227.00'	4°13'25"	C32	31.65'	20.00'	90°40'32"
C13	39.75'	20.00'	113°53'05"	C33	3.40'	16.00'	12°09'45"
C14	1.97'	20.00'	5°38'05"	C34	7.83'	16.00'	28°03'06"
C15	21.76'	20.00'	62°20'45"	C35	8.89'	16.00'	31°49'36"
C16	5.39'	20.00'	15°25'57"	C36	0.42'	16.00'	1°30'17"
C17	21.91'	219.00'	5°43'57"	C37	2.58'	180.00'	0°49'19"
C18	46.82'	219.00'	12°15'02"	C38	20.01'	200.00'	5°43'57"
C19	20.94'	20.00'	60°00'00"	C39	44.24'	200.00'	12°40'22"
C20	10.19'	20.00'	29°11'35"				

JOB NO. 14830



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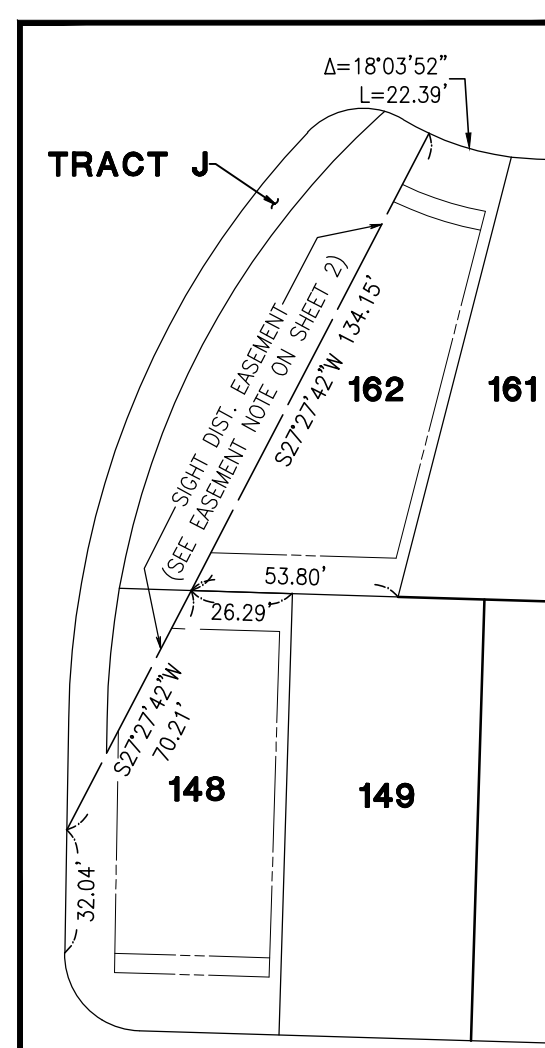
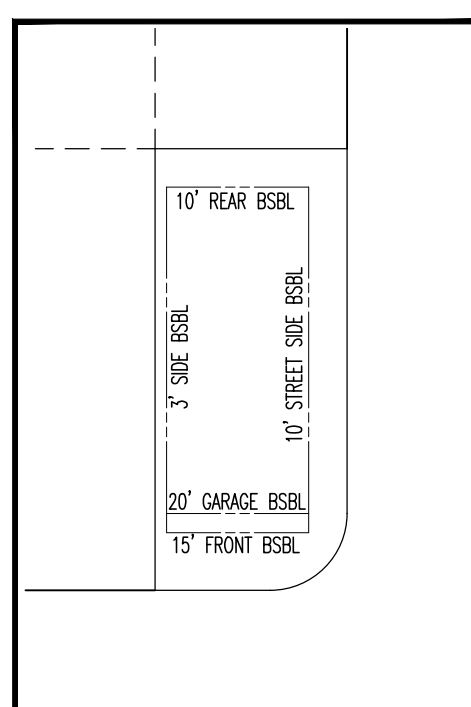
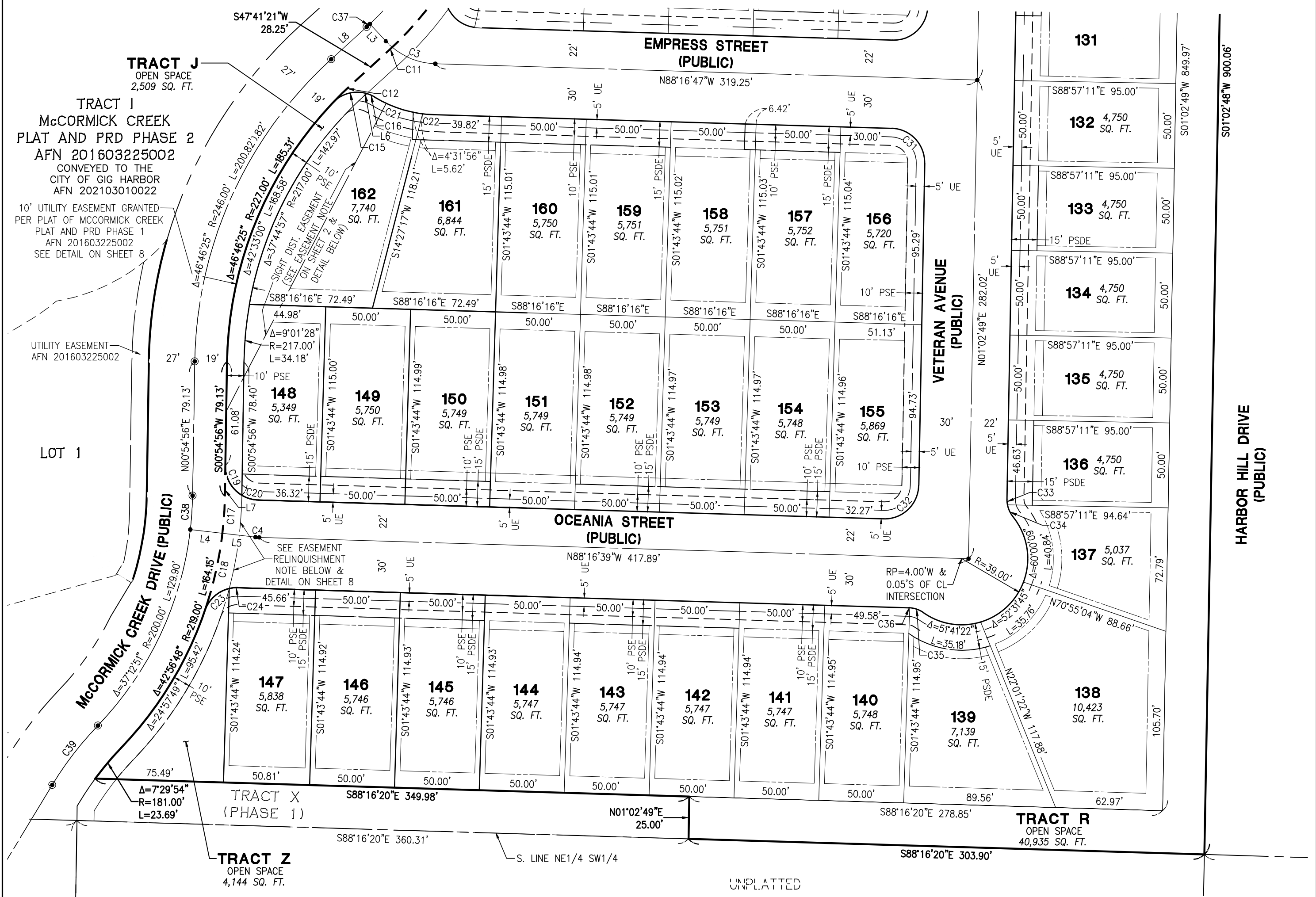
SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 4 OF 11

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

SEE SHEET 4



LOT 148 & 162
SIGHT DISTANCE EASEMENT
DETAIL 1" = 50'

LEGEND:

- | | |
|------|--|
| ● | CITY OF GIG HARBOR STANDARD ROAD MONUMENT SET PER
PLAT OF MCCORMICK CREEK PHASE 1, AFN 201603225002 |
| ● | SET CITY OF GIG HARBOR STANDARD ROAD
MONUMENT UPON COMPLETION OF CONSTRUCTION |
| PSDE | PRIVATE STORM DRAINAGE EASEMENT
SEE PLAT NOTE 12 ON SHEET 2 |
| PSE | PUGET SOUND ENERGY EASEMENT
AFN_201710130743 |

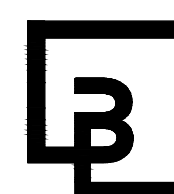
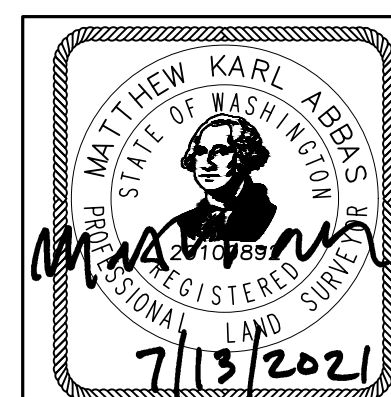
EASEMENT RELINQUISHMENT NOTE:

THOSE PORTIONS OF THE 10 FOOT UTILITY EASEMENT (UE) WHICH WERE CREATED WITH THE RECORDING OF MCCORMICK CREEK PLAT AND PRD PHASE 1, AFN 201603225002, WHICH LIE ALONG THE EASTERLY MARGIN OF MCCORMICK CREEK DRIVE LYING WITHIN TRACT E, LOT 163, AND THE PROPOSED RIGHT-OF-WAY BEING ESTABLISHED WITH THIS PLAT ARE HEREBY RELINQUISHED UPON THE RECORDING OF THIS PLAT. SEE DETAIL ON SHEET 8.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	19.00'	S84°32'36"W
L2	8.37'	S84°32'36"W
L3	13.82'	N43°07'58"W
L4	19.00'	N83°21'07"W
L5	19.56'	N83°21'07"W
L6	1.74'	S47°41'21"W
L7	18.06'	S00°54'56"W
L8	28.25'	N47°41'21"E
L9	32.68'	N01°54'51"W

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	3.26'	26.00'	7°10'34"	C21	29.96'	71.00'	24°10'25"
C2	5.19'	41.00'	7°15'07"	C22	6.64'	71.00'	5°21'23"
C3	27.70'	41.00'	38°42'30"	C23	20.21'	20.00'	57°54'07"
C4	2.24'	26.00'	4°55'33"	C24	5.21'	20.00'	14°55'18"
C5	29.91'	223.00'	7°41'09"	C25	0.34'	16.00'	1°12'02"
C6	20.94'	20.00'	60°00'00"	C26	12.57'	16.00'	45°01'46"
C7	7.97'	20.00'	22°49'26"	C27	7.59'	16.00'	27°10'26"
C8	20.94'	20.00'	60°00'00"	C28	3.64'	16.00'	13°02'25"
C9	12.98'	20.00'	37°10'34"	C29	31.18'	20.00'	89°19'39"
C10	54.02'	199.00'	15°33'16"	C30	31.65'	20.00'	90°40'24"
C11	3.11'	199.00'	0°53'42"	C31	31.18'	20.00'	89°19'36"
C12	16.73'	227.00'	4°13'25"	C32	31.65'	20.00'	90°40'32"
C13	39.75'	20.00'	113°53'05"	C33	3.40'	16.00'	12°09'45"
C14	1.97'	20.00'	5°38'05"	C34	7.83'	16.00'	28°03'06"
C15	21.76'	20.00'	62°20'45"	C35	8.89'	16.00'	31°49'36"
C16	5.39'	20.00'	15°25'57"	C36	0.42'	16.00'	1°30'17"
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C18	46.82'	219.00'	12°15'02"	C38	20.01'	200.00'	5°43'57"
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C20	10.19'	20.00'	29°11'35"				

JOB NO. 14830



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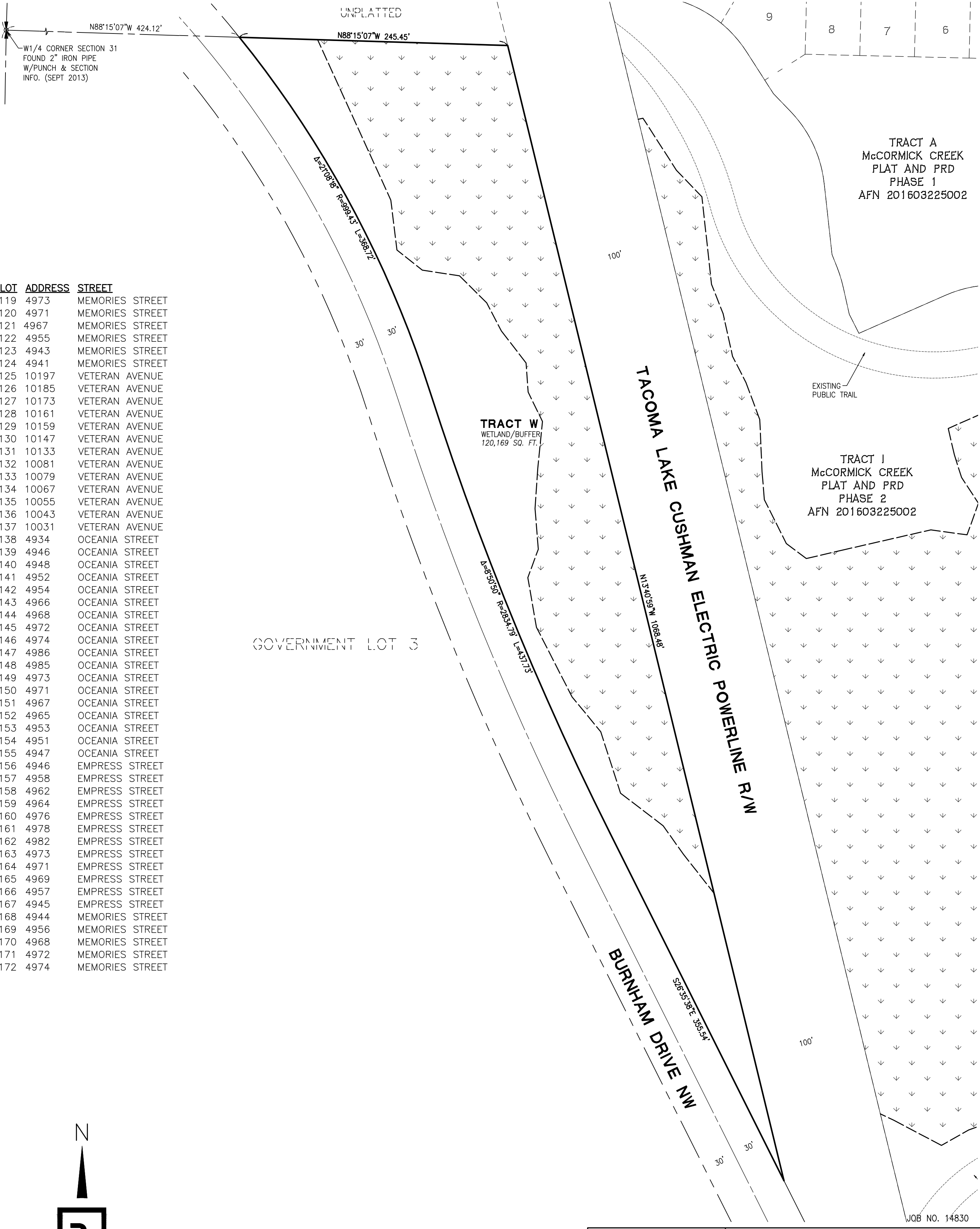
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Kent, WA 98032
425.251.6222 **barghausen.com**

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T22N-R2E. W.M. GIG HARBOR, PIERCE COUNTY, WA

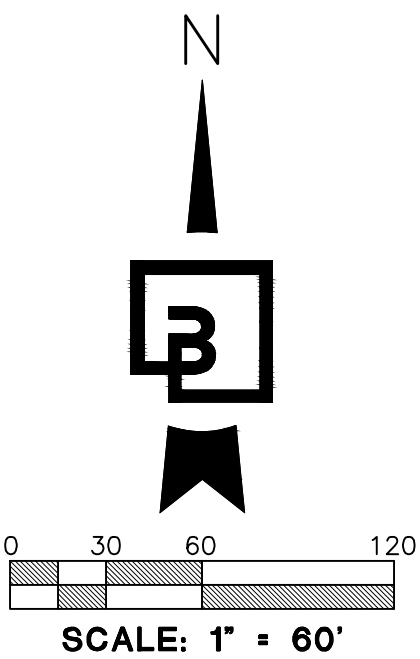
SHEET 5 OF 11

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.



LOT	ADDRESS	STREET
119	4973	MEMORIES STREET
120	4971	MEMORIES STREET
121	4967	MEMORIES STREET
122	4955	MEMORIES STREET
123	4943	MEMORIES STREET
124	4941	MEMORIES STREET
125	10197	VETERAN AVENUE
126	10185	VETERAN AVENUE
127	10173	VETERAN AVENUE
128	10161	VETERAN AVENUE
129	10159	VETERAN AVENUE
130	10147	VETERAN AVENUE
131	10133	VETERAN AVENUE
132	10081	VETERAN AVENUE
133	10079	VETERAN AVENUE
134	10067	VETERAN AVENUE
135	10055	VETERAN AVENUE
136	10043	VETERAN AVENUE
137	10031	VETERAN AVENUE
138	4934	OCEANIA STREET
139	4946	OCEANIA STREET
140	4948	OCEANIA STREET
141	4952	OCEANIA STREET
142	4954	OCEANIA STREET
143	4966	OCEANIA STREET
144	4968	OCEANIA STREET
145	4972	OCEANIA STREET
146	4974	OCEANIA STREET
147	4986	OCEANIA STREET
148	4985	OCEANIA STREET
149	4973	OCEANIA STREET
150	4971	OCEANIA STREET
151	4967	OCEANIA STREET
152	4965	OCEANIA STREET
153	4953	OCEANIA STREET
154	4951	OCEANIA STREET
155	4947	OCEANIA STREET
156	4946	EMPRESS STREET
157	4958	EMPRESS STREET
158	4962	EMPRESS STREET
159	4964	EMPRESS STREET
160	4976	EMPRESS STREET
161	4978	EMPRESS STREET
162	4982	EMPRESS STREET
163	4973	EMPRESS STREET
164	4971	EMPRESS STREET
165	4969	EMPRESS STREET
166	4957	EMPRESS STREET
167	4945	EMPRESS STREET
168	4944	MEMORIES STREET
169	4956	MEMORIES STREET
170	4968	MEMORIES STREET
171	4972	MEMORIES STREET
172	4974	MEMORIES STREET

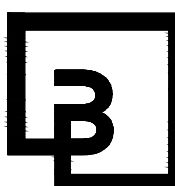
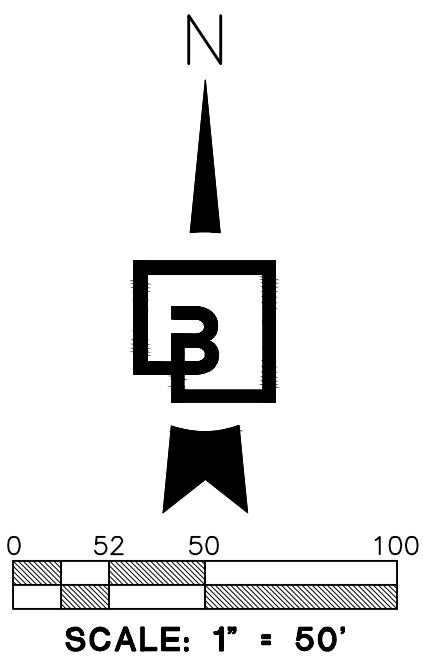
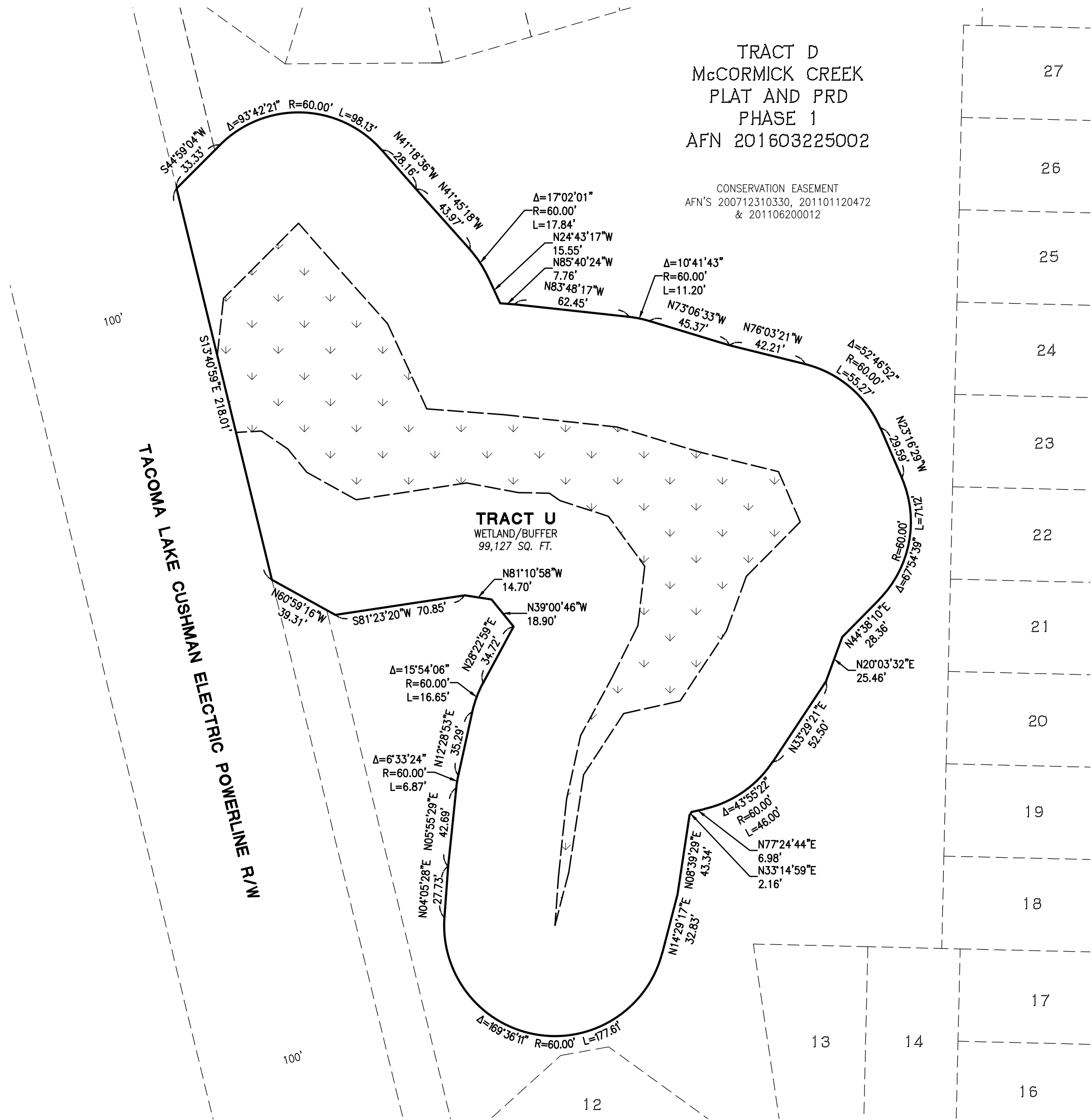


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T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.



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T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 7 OF 11

JOB NO. 14830

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND MCCORMICK CREEK LLC FOR THE MCCORMICK CREEK DEVELOPMENT:

1. **SECTION 1. THE PROJECT.** SECTION 1 OF THE DEVELOPMENT AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:
SECTION 1. THE PROJECT. THE PROJECT IS THE DEVELOPMENT AND USE OF THE PROPERTY CONTEMPLATED IN THIS AGREEMENT. THE PRELIMINARY PLAT AND PRD APPLICATION AND HEARING EXAMINER DECISION ORIGINALLY DESCRIBED THE PROJECT AS A PRELIMINARY PLAT AND PLANNED RESIDENTIAL DEVELOPMENT RESULTING IN A TOTAL OF 185 LOTS, 18 INDIVIDUAL WETLAND, STORMWATER AND OPEN SPACE TRACTS AND ASSOCIATED ROADS. AS REVISED, AND IN ADDITION TO THE WETLAND, STORMWATER, OPEN SPACE TRACTS AND ASSOCIATED ROADS, THE PROJECT NOW RESULTS IN 160 LOTS, WITH 157 OF THE LOTS PROPOSED TO BE RESIDENTIAL AND THREE OF THE LOTS PROPOSED TO BE NONRESIDENTIAL: ONE FOR OFFICE USE, ONE FOR A MINI-STORAGE TYPE OF DEVELOPMENT TO SERVE THE RESIDENTS OF THE PLAT, AND ONE LOT THAT CONTAINS AN EXISTING CHURCH. 171 LOTS, WITH 170 OF THE LOTS PROPOSED TO BE RESIDENTIAL AND ONE FOR PUBLIC/PRIVATE SERVICES USE.

2. **SECTION 4. EXHIBITS.** SECTION 4 IS HEREBY AMENDED TO DELETE EXHIBIT B-1, AND REPLACE IT WITH EXHIBIT B-2, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

3. **SECTION 6. TERM OF AGREEMENT.** SECTION 6(C) OF THE DEVELOPMENT AGREEMENT IS HEREBY DELETED.

4. **SECTION 11. FINANCING OF PUBLIC FACILITIES.** SECTIONS 11(A) AND 11(C) OF THE DEVELOPMENT AGREEMENT, AS PREVIOUSLY AMENDED, ARE HEREBY AMENDED TO READ AS FOLLOWS:

A. **DEVELOPER ACKNOWLEDGES AND AGREES THAT IT SHALL PARTICIPATE IN THE GRANTING OF GRANT A NON-EXCLUSIVE WETLAND AND PUBLIC USE EASEMENT OVER ALL OF THE AREAS SHOWN AS TRACT I AND J ON EXHIBIT B W ON EXHIBIT B-2.** THE EASEMENT OVER THE AREAS SHOWN AS TRACT I AND TRACT J TRACT W SHALL BE DEDICATED TO THE CITY WITHIN 60 DAYS OF THE EFFECTIVE DATE OF THE ADOPTING RESOLUTION APPROVING THIS AGREEMENT.

THE CITY ACKNOWLEDGES THAT PORTIONS OF TRACT I CONTAIN AN EXISTING VEHICULAR ACCESS EASEMENT. THE DEVELOPER SHALL REMOVE AND RELOCATE THE EXISTING VEHICULAR ACCESS NO LATER THAN SEPTEMBER 15, 2014 CONSISTENT WITH THE PLANS SET FORTH IN DEVELOPER'S CLEAR AND GRADE PERMIT #EN-14-0011 ISSUED ON JUNE 4, 2014. THE DEVELOPER HEREBY ACKNOWLEDGES THAT SUCH RELOCATION IS NECESSARY AS THE CITY WILL BE CONSTRUCTING THE CUSHMAN TRAIL PHASE 4. IN THE EVENT DEVELOPER FAILS TO MOVE THE ROAD IN A TIMELY MANNER AND SUCH FAILURE CAUSES THE CITY TO SUFFER CONSTRUCTION DELAY DAMAGES OR OTHER DAMAGES, THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO THE CITY'S REASONABLE ATTORNEYS' FEES ASSOCIATED WITH SUCH DAMAGES. THE CITY ACKNOWLEDGES THE VEHICULAR ACCESS THAT WAS PREVIOUSLY IN TRACT I HAS BEEN REMOVED AS REQUIRED ABOVE AND THE WETLAND MITIGATION FOR ROAD 1 HAS ALSO BEEN COMPLETED TO THE CITY'S SATISFACTION.

THE DEVELOPER ACKNOWLEDGES THAT WETLAND MITIGATION FOR ROAD 1 IMPROVEMENTS WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY AND MUST BE COMPLETED PRIOR TO RECORDING THE FINAL PLAT FOR PHASE 1. THE CITY'S EASEMENT OVER TRACT I AND TRACT W SHALL NOT RESTRICT THE DEVELOPER'S PLANS FOR WETLAND MITIGATION OF ROAD 1 AS DEPICTED IN THE APPROVED CONCEPTUAL WETLAND MITIGATION PLANS.

THE DEVELOPER ACKNOWLEDGES THAT THE WETLAND MONITORING AND MAINTENANCE WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY UNTIL SUCH TIME THAT THE WETLANDS ARE DEEDED TO THE CITY.

C. **WITHIN 90 DAYS OF FINAL PLAT RECORDING FOR PHASE 3, DEVELOPER SHALL GRANT FEE OWNERSHIP OF TRACT J TRACT W TO THE CITY.**

5. **SECTION 13. PHASING OF DEVELOPMENT.** SECTIONS 13(B)(3) AND 13(D) OF THE DEVELOPMENT AGREEMENT ARE HEREBY AMENDED TO READ AS FOLLOWS:

B. **PHASING.**

3. **PHASE 3:**

A. **STREET IMPROVEMENTS.** THE DEVELOPER SHALL CONSTRUCT AND DEDICATE TO THE CITY ROADS 2, 3, 10 AND 11.
B. **POTABLE WATER AND FIRE FLOW FACILITIES.** THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE WATER LINE TO THE PROPOSED LOTS WITHIN THE PHASE.
C. **SEWER FACILITIES.** THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE TO PROPOSED LOTS WITHIN THE PHASE.

D. **UTILITIES.** THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE. DEVELOPER SHALL CONSTRUCT THE STORM FACILITY SHOWN ON THE PLANS AS TRACT Q AN UNDERGROUND STORM FACILITY AND PUBLIC-USE PARKING LOT ON LOT 1, AND ALL ASSOCIATED APPURTENANCES PER THE PRELIMINARY PLAN SET. THE EXISTING STORM POND ON TRACT Y SHALL REMAIN AS CONSTRUCTED.

E. **PARKS AND OPEN SPACE.** THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS, AS SHOWN IN THE PRELIMINARY PLAN SET, TO OPEN SPACE TRACTS E, J, P AND R Q, R AND Z. THE DEVELOPER SHALL CONSTRUCT A PARKING LOT ON LOT 1 FOR CUSHMAN TRAIL PARKING, LITTLE LEAGUE OVERFLOW PARKING AND PARKING FOR ANY SCHOOL BUS STOP. THE PARKING LOT SHALL BE OPEN AT NO CHARGE TO RESIDENTS OF THE PLAT AND THE PUBLIC ALIKE.

MCCORMICK CREEK HOMEOWNER'S ASSOCIATION SHALL OWN AND MAINTAIN, IN PERPETUITY, THE PARKING LOT OVER LOT 1 AND THE STORM FACILITIES. IN ADDITION, THE DEVELOPER SHALL CONSTRUCT AS PART OF PHASE 3 THE FOLLOWING PARKING LOT AMENITIES:

- A 5.5' WIDE, ADA ACCESSIBLE AND COMPLIANT, CONCRETE SIDEWALK FROM THE PARKING LOT TO THE CUSHMAN TRAIL;
- LED PARKING LOT LIGHTING THAT SATISFIES CITY CODE;
- PARKING LOT SCREENING THAT SATISFIES ENHANCEMENT CORRIDOR STANDARDS ALONG THE CUSHMAN TRAIL PROPERTY LINE OF LOT 1 AND LANDSCAPING THAT SATISFIES THE REQUIREMENTS OF THE CITY'S LANDSCAPING CODE FOR THE REMAINDER OF THE PARKING LOT.

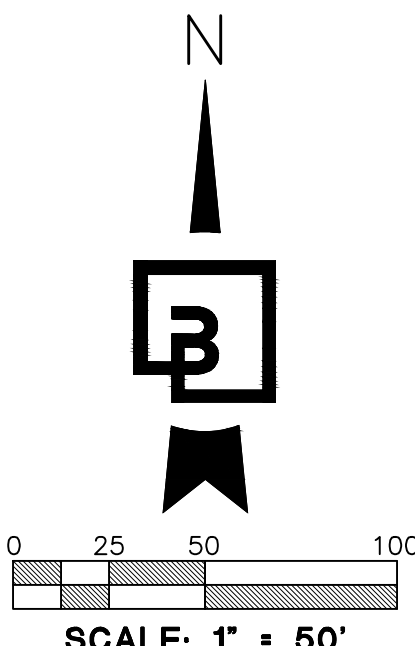
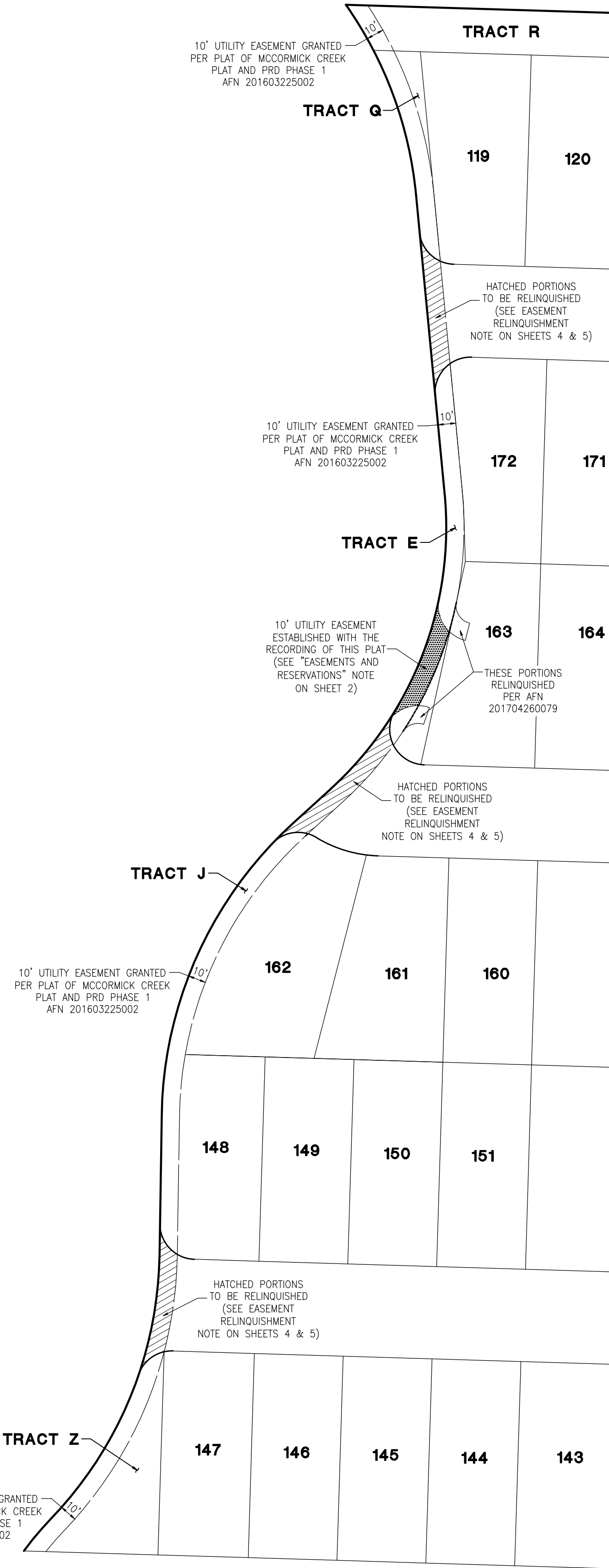
DEVELOPER SHALL ALSO INSTALL A COLORED AND PATTERNED IN-PAVEMENT CROSSWALK WITH RECTANGULAR RAPID FLASHING BEACON (RRFB) CROSSWALK LIGHTING SYSTEM, SATISFYING CITY PUBLIC WORKS STANDARDS, ACROSS MCCORMICK CREEK DRIVE FROM THE PARKING LOT TO ROAD 11 IN PHASE 3.

THE PARKING LOT SCHEMATIC LAYOUT INCLUDED AS EXHIBIT C IS SHOWN AS PRELIMINARY AND MAY BE ADJUSTED DURING FINAL DESIGN, INCLUDING CHANGES TO THE NUMBER OF PARKING STALLS ONLY IF NECESSARY TO ACCOMMODATE LANDSCAPING, UTILITIES, GRADING OR OTHER CITY REQUIREMENTS.

MAINTENANCE. THE DEVELOPER SHALL REMOVE THE INVASIVE SPECIES FROM THE EXISTING DETENTION POND LOCATED ON TRACT Y AND SHALL PAINT THE EXISTING POND WALL IN AN EARTHEN COLOR, SUCH AS BROWN OR GREEN. FURTHER LONG-TERM MAINTENANCE OF THE POND SHALL BE THE RESPONSIBILITY OF THE MCCORMICK CREEK HOMEOWNER'S ASSOCIATION AND SHALL BE IN PERPETUITY.

D. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PRELIMINARY PLAN SET, THE CITY OF GIG HARBOR PUBLIC WORKS STANDARDS AND ENGINEERING INDUSTRY STANDARDS APPROVED BY THE CITY OF GIG HARBOR. CONSTRUCTION OF THE STREET, POTABLE WATER, SEWER AND UTILITY IMPROVEMENTS SHALL NOT BE CONSIDERED COMPLETE UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY IN WRITING. PHASES REFERRED TO ABOVE ARE TO BE AS SHOWN ON THE PHASING PLAN, ATTACHED AS EXHIBIT B-4 EXHIBIT B-2 TO THIS AGREEMENT.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.



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SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
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McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

CITY OF GIG HARBOR PRELIMINARY PLAT AND PRD CONDITIONS OF APPROVAL:

THE PRELIMINARY PLAT AND PRD (PPLAT 09-0003 & PRD 09-0002) ARE APPROVED SUBJECT TO THE CONDITIONS THAT FOLLOW:

1. ALL PERIMETER LANDSCAPING BUFFERS SHALL BE VEGETATED TO MEET GHMC 17.78.060 STANDARDS, AS AMENDED THROUGH THE ALTERNATIVE LANDSCAPE PLAN APPROVED BY THE HEARING EXAMINER. IN ADDITION TO ANY TREES NECESSARY TO CREATE A DENSE VEGETATIVE SCREEN, A TOTAL OF 12 EVERGREEN TREES WITH A HEIGHT OF 12 FEET SHALL BE PLANTED IN THE PERIMETER AREA BEHIND LOTS 31, 124 AND 130 (FOUR TREES BEHIND EACH LOT, FOR A TOTAL OF 12). ALL EVERGREEN AND DECIDUOUS TREES PROPOSED TO BE PLANTED WITHIN TRACT R SHALL BE A MINIMUM OF 6 FEET IN HEIGHT. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.
2. DEVELOPMENT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND IN THE REVISED MDNS (SEPA-09-0016) ISSUED FOR THE PROJECT (OR AS FURTHER AMENDED THROUGH ANY SUBSEQUENT ENVIRONMENTAL REVIEW PROCESS).
3. THE OWNER SHALL ENSURE THAT ALL RECOMMENDED REQUIREMENTS OF THE GEOTECHNICAL ENGINEERING REPORT, PREPARED BY GEORESOURCES LLC, DATED SEPTEMBER 6, 2016 ARE IMPLEMENTED, OR AS OTHERWISE AMENDED BY UPDATED REPORTS.
4. PRIOR TO THE ISSUANCE OF EACH BUILDING PERMIT FOR PHASE 3 OF THE PLAT/PRD, A RUNNING TOTAL THAT CALCULATES THE TOTAL IMPERVIOUS SURFACE COVERAGE, TO INCLUDE THE BUILDING PERMIT BEING APPLIED FOR, SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT BY EACH LOT OWNER FOR REVIEW AND CONFORMANCE THAT THE PLAT/PRD MAINTAINS COMPLIANCE WITH MAXIMUM IMPERVIOUS COVERAGE REQUIREMENTS.
5. PRIOR TO THE INSPECTION OF THE TREE PROTECTION BARRICADE BY THE PLANNING DEPARTMENT, THE APPLICANT SHALL PROVIDE A QUALIFIED ARBORIST REPORT THAT CONTAIN EXTRA PRECAUTIONS FOR THE CONSTRUCTIONS ACTIVITIES WITHIN THE DRIP LINE OF TREES TO BE RETAINED.
6. THE REQUIRED PERIMETER BUFFERS SHALL BE ESTABLISHED AS A COVENANT ON THE FINAL PLAT AND LABELED TO MATCH THEIR REQUIREMENT AS A PERIMETER BUFFER.
7. THE APPLICANT SHALL PROVIDE TO THE CITY BOTH A FINAL RECORD DRAWING AND A FINAL RECORD SURVEY OF THE PROPOSED DEVELOPMENT, EACH IN BOTH MYLAR FORMAT AND DIGITAL FORMAT. THESE DRAWINGS SHALL BE PROVIDED AFTER THE CITY ACCEPTS THE CONSTRUCTION IMPROVEMENTS SHOWN ON THE CIVIL PLANS BUT PRIOR TO ANY CERTIFICATE OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES LOCATED ON THE SITE PLAN. THE DIGITAL FORMAT OF THE DRAWINGS SHALL BE IN AUTOCAD VERSION 2008 OR OLDER AND INCLUDE ALL IMPROVEMENTS IN THE RIGHT OF WAY AND ALL STORMWATER, WATER, AND SEWER UTILITIES. THE HORIZONTAL DATUM SHALL BE NAD 1983 HARN STATE PLANE SOUTH FIPS 4602 FEET, OR AS OTHERWISE APPROVED BY THE CITY. THE VERTICAL DATUM SHALL BE NGVD 29, OR AS OTHERWISE APPROVED BY THE CITY.
8. PROPOSED WATER AND SEWER UTILITY DESIGNS, STORMWATER FACILITY DESIGNS, AND ROADWAY DESIGNS SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL. THESE STANDARDS ALSO ADDRESS SPECIFIC CITY DESIGN REQUIREMENTS SUCH AS RESTORATION OF THE CITY RIGHT OF WAY AND TRAFFIC CONTROL.
9. EROSION SHALL BE CONTROLLED THROUGHOUT THE CONSTRUCTION OF THE PROJECT PER THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.
10. CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THIS DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-CONFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.
11. PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES, INTERSECTIONS, ANGLE POINTS, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINTS OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AND RECORDED WITH THE PIERCE COUNTY AUDITOR PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.
12. SIGHT DISTANCE AT ALL ACCESS POINTS SHALL MEET THE MINIMUM REQUIREMENTS OF THE AASHTO "GEOMETRIC DESIGN OF HIGHWAYS AND STREETS", MOST CURRENT VERSION. THE PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN THE MINIMUM SIGHT DISTANCE.
13. IRRIGATION, AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.
14. THE OWNER IS REQUIRED TO EXECUTE A STORMWATER COVENANT ACCEPTABLE TO THE CITY ATTORNEY ON LOT 1 (GOVERNMENT OFFICE) OF MCCORMICK CREEK PLAT & PRD PHASE 2 RECORDED AT AUDITOR FILE NO. 201609305003, PROVIDING FOR THE RIGHT FOR ALL LOT OWNERS OF PHASE 3 TO DIRECT STORMWATER DRAINAGE FROM THE PLAT (BOTH FROM PUBLIC PROPERTY AND PRIVATE PROPERTY) TO THE AREA ON LOT 1 (GOVERNMENT OFFICE) DEPICTED ON PHASE 2 OF MCCORMICK CREEK PLAT & PRD, FOR THE PURPOSES OF A STORMWATER DETENTION FACILITY COMPLIANT WITH THE CITY'S PUBLIC WORKS STANDARDS. STORMWATER AND/OR DRAINAGE EASEMENTS ALSO SHALL BE GRANTED TO THE CITY FOR THE INSPECTION OF UTILITIES AND DRAINAGE FACILITIES. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE RECORDED STORMWATER COVENANT. THE COVENANT SHALL SET FORTH THE OBLIGATIONS FOR MAINTENANCE, OPERATION AND REPAIR, AND FURTHER AUTHORIZING THE CITY TO ENTER UPON THE PROPERTY FOR THE PURPOSE OF INSPECTION AND/OR REPAIR AT THE COST OF THE MCCORMICK CREEK HOMEOWNERS ASSOCIATION IN THE EVENT OF EMERGENCY OR IN THE EVENT THE CITY INCURS COST FOR MAINTENANCE OR REPAIR AFTER PROVIDING NOTICE TO THE ASSOCIATION OF THE NEED FOR SUCH REPAIR AND THE REPAIR AFTER IS NOT SATISFACTORY COMPLETED IN THE TIMELINES PROVIDED. THE RECORDING NUMBER OF THE COVENANT SHALL BE SHOWN ON THE FACE OF THE FINAL PLAT.
15. THE SITE PLAN SHALL NOTE (WHERE QUOTED) OR DELINEATE THE FOLLOWING:
 - A. "WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT."
 - B. "INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE."
 - C. "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
 - D. STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
 - E. IF PRIVATE ROADWAYS ARE PROPOSED THEN PROVISIONS SHALL BE MADE FOR THE ROADS AND EASEMENTS TO BE OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.
 - F. "THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201711150389."
 - G. "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT."
16. THE ENGINEER RECOMMENDED APPROVAL DOES NOT RELIEVE THE PERMITEE FROM COMPLIANCE WITH ALL OTHER LOCAL, STATE AND/OR FEDERAL APPROVALS, PERMITS, AND/OR LAWS NECESSARY TO CONDUCT THE DEVELOPMENT ACTIVITY FOR WHICH THIS PERMIT IS ISSUED. ANY ADDITIONAL PERMITS AND/OR APPROVALS SHALL BE THE RESPONSIBILITY OF THE PERMITEE.
17. THE EXISTING DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS FOUR MCCORMICK CREEK SHALL BE AMENDED TO INCLUDE PHASE 3 FOR THE CONTINUED PURPOSE OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE SHALL ADOPT AND PURPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTION ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREAS, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE APPLICANT MAY CONVEY THE COMMON OPEN SPACE TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPENS SPACE.
18. SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(B)(11) SHALL BE PAID FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
19. LOCATIONS AND DETAILS OF MARKINGS OF FIRE LANES MUST BE PROVIDED AT THE TIME OF CIVIL PLAN REVIEW.
20. SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.
21. ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.
22. ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSE AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).
23. THE OWNER SHALL GRANT FEE OWNERSHIP OF TRACT I TO THE CITY PRIOR TO THE FINAL PLAT APPROVAL OF PHASE 3, UNLESS SECTION 11(D) OF THE DEVELOPMENT AGREEMENT IS AGREED TO BE AMENDED OTHERWISE BY THE OWNER AND THE CITY COUNCIL.
24. PRIOR TO OR AT THE TIME OF FINAL PLAT APPROVAL OF PHASE 3, THE OWNER SHALL SUBMIT EASEMENT DOCUMENT TO THE CITY FOR REVIEW THAT CLOSE THE UTILITY EASEMENT GAP IN THE RIGHT-OF-WAY CREATED BY THE STREET VACATION UNDER PL-PALT-16-0001 AND PL-PRD-16-0001.

CITY OF GIG HARBOR PRELIMINARY PLAT REVISION:

APPLICATION PL-PPLATR-14-0001 IS HEREBY APPROVED BY THE CITY OF GIG HARBOR, SUBJECT TO THE CONDITIONS LISTED BELOW.

1. THE APPROVAL OF THIS REVISION IS LIMITED TO THE REVISED LAYOUT REQUESTED AS A PART OF THIS APPLICATION. THE OMISSION OF DETAILS WITHIN THE REVISED LAYOUT PLAN, DOES NOT REMOVE OR SUBSTANTIALLY MODIFY THE REQUIRED FEATURES OF THE PRELIMINARY PLAT.
2. A REVISED LANDSCAPE PLAN REFLECTING THE NEW PLAT LAYOUT AND PHASING PLAN SHALL BE SUBMITTED TO THE CITY AND APPROVED PRIOR TO INSTALLATION OF LANDSCAPE AND PRD FEATURES AT THE SITE. SAID LANDSCAPE PLAN SHALL BE CONSISTENT WITH THE EXISTING PRELIMINARY PLAT AND PRD APPROVAL RELATIVE TO THE APPROVED ALTERNATIVE LANDSCAPE PLAN AND PRD APPROVAL.

CITY OF GIG HARBOR PRELIMINARY PLAT AND PRD PHASE 3 CONDITIONS OF APPROVAL:

1. ALL PERIMETER LANDSCAPE AND SCREENING BUFFERS SHALL BE VEGETATED TO MEET THE REQUIREMENTS FOR RESIDENTIAL PLATS. THE BUFFER SHALL CONSIST OF A DENSE VEGETATED SCREEN, AS DEFINED BY GIG HARBOR MUNICIPAL CODE, ALONG THE PERIMETER OF THE PLAT. ALL EVERGREEN AND DECIDUOUS TREES PROPOSED TO BE PLANTED WITHIN TRACT R SHALL BE A MINIMUM OF 6' IN HEIGHT. THIS REQUIREMENT SHALL BE MET PRIOR TO APPROVAL OF THE FINAL PLAT.
2. DEVELOPMENT SHALL COMPLY WITH ALL MITIGATION MEASURES FOUND THE REVISED MDNS (PL-SEPA-16-0016) ISSUED FOR THE PROJECT (OR AS AMENDED THROUGH ANY SUBSEQUENT ENVIRONMENTAL REVIEW PROCESS).
3. THE OWNER SHALL ENSURE THAT ALL RECOMMENDED REQUIREMENTS OF THE GEOTECHNICAL ENGINEERING REPORT, PREPARED BY GEORESOURCES LLC, DATED SEPTEMBER 6, 2016 ARE IMPLEMENTED, OR AS OTHERWISE AMENDED BY UPDATED REPORTS.
4. PRIOR TO THE ISSUANCE OF EACH BUILDING PERMIT FOR PHASE 3 OF THE PLAT/PRD, A RUNNING TOTAL THAT CALCULATES THE TOTAL IMPERVIOUS SURFACE COVERAGE, TO INCLUDE THE BUILDING PERMIT BEING APPLIED FOR, SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT BY EACH LOT OWNER FOR REVIEW AND CONFIRMATION THAT THE PLAT/PRD MAINTAINS COMPLIANCE WITH MAXIMUM IMPERVIOUS COVERAGE REQUIREMENTS.
5. PRIOR TO THE INSPECTION OF THE TREE PROTECTION BARRICADE BY THE PLANNING DEPARTMENT, THE APPLICANT SHALL PROVIDE A QUALIFIED ARBORIST REPORT THAT CONTAIN EXTRA PRECAUTIONS FOR THE CONSTRUCTION ACTIVITIES WITHIN THE DRIP LINE OF TREES TO BE RETAINED.
6. THE REQUIRED PERIMETER BUFFERS SHALL BE ESTABLISHED AS A COVENANT ON THE FINAL PLAT AND LABELED TO MATCH THEIR REQUIREMENT AS A PERIMETER BUFFER.
7. THE APPLICANT SHALL PROVIDE TO THE CITY BOTH A FINAL RECORD DRAWING AND A FINAL RECORD SURVEY OF THE PROPOSED DEVELOPMENT, EACH IN BOTH MYLAR FORMAT AND DIGITAL FORMAT. THESE DRAWINGS SHALL BE PROVIDED AFTER THE CITY ACCEPTS THE CONSTRUCTION IMPROVEMENTS SHOWN ON THE CIVIL PANS BUT PRIOR TO ANY CERTIFICATE OF OCCUPANCY FOR ANY BUILDINGS OR STRUCTURES LOCATED ON THE SITE PLAN. THE DIGITAL FORMAT OF THE DRAWINGS SHALL BE IN AUTOCAD VERSION 2008 OR OLDER AND INCLUDED ALL IMPROVEMENTS IN THE RIGHT OF WAY AND ALL STORMWATER, WATER, AND SEWER UTILITIES. THE HORIZONTAL DATUM SHALL BE NAD 1983 HARN STATE PLANE SOUTH FIPS 4602 FEET, OR AS OTHERWISE APPROVED BY THE CITY. THE VERTICAL DATUM SHALL BE NGVD 29, OR AS OTHERWISE APPROVED BY THE CITY.
8. PROPOSED WATER AND SEWER UTILITIES DESIGNS, STORMWATER FACILITY DESIGNS, AND ROADWAY DESIGNS SHALL CONFORM TO THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL. THESE STANDARDS ALSO ADDRESS SPECIFIC CITY DESIGN REQUIREMENTS SUCH AS RESTORATION OF THE CITY RIGHT OF WAY AND TRAFFIC CONTROL.
9. EROSION SHALL BE CONTROLLED THROUGHOUT THE CONSTRUCTION OF THE PROJECT PER THE CITY'S PUBLIC WORKS STANDARDS AND STORMWATER DESIGN MANUAL.
10. CITY FORCES MAY REMOVE ANY TRAFFIC CONTROL DEVICE CONSTRUCTED WITHIN THE CITY RIGHT OF WAY NOT APPROVED BY THIS DIVISION. ANY LIABILITY INCURRED BY THE CITY DUE TO NON-CONFORMANCE BY THE APPLICANT SHALL BE TRANSFERRED TO THE APPLICANT.
11. PERMANENT SURVEY CONTROL MONUMENTS SHALL BE PLACED TO ESTABLISH PUBLIC STREET CENTERLINES INTERSECTION, ANGLE POINT, CURVES, SUBDIVISION BOUNDARIES AND OTHER POINT OF CONTROL. A MINIMUM OF TWO PERMANENT SURVEY CONTROL MONUMENTS SHALL BE INSTALLED AT LOCATIONS DETERMINED BY THE CITY IN ACCORDANCE WITH THE CITY'S PUBLIC WORKS STANDARDS AND RECORDED WITH THE PIERCE COUNTY AUDITOR PRIOR TO FINAL ENGINEERING APPROVAL OF CIVIL IMPROVEMENTS.
12. SITE DISTANCE AT ALL ACCESS POINTS SHALL MEET THE MINIMUM REQUIREMENTS OF THE AASHTO "GEOMETRIC DESIGN OF HIGHWAYS AND STREETS", MOST CURRENT VERSION. THE PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN THE MINIMUM SITE DISTANCE.
13. IRRIGATION AND MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS.

CITY OF GIG HARBOR PRELIMINARY PLAT AND PRD PHASE 3 CONDITIONS OF APPROVAL: (CONTINUED)

14. THE OWNER IS REQUIRED TO EXECUTE A STORMWATER COVENANT ACCEPTABLE TO THE CITY ATTORNEY ON LOT 1 (GOVERNMENT OFFICE) OF MCCORMICK CREEK PLAT & PRD PHASE 2 RECORDED AT AUDITOR'S FILE NO. 201609305003, PROVIDING FOR THE RIGHT FOR ALL LOT OWNERS OF PHASE 3 TO DIRECT STORMWATER DRAINAGE FROM THE PLAT (BOTH FROM PUBLIC PROPERTY AND PRIVATE PROPERTY) TO THE AREA ON LOT 1 (GOVERNMENT OFFICE) DEPICTED ON PHASE 2 OF MCCORMICK CREEK PLAT & PRD, FOR THE PURPOSES OF A STORMWATER DETENTION FACILITY COMPLIANT WITH THE CITY'S PUBLIC WORKS STANDARDS. STORMWATER AND/OR DRAINAGE EASEMENTS ALSO SHALL BE GRANTED TO THE CITY FOR THE INSPECTION OF UTILITIES AND DRAINAGE FACILITIES. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR ITS HEIRS OR ASSIGNS, AS NOTED UNDER THE RECORDED STORMWATER COVENANT. THE COVENANT SHALL SET FORTH THE OBLIGATIONS FOR MAINTENANCE, OPERATION AND REPAIR, AND FURTHER AUTHORIZING THE CITY TO ENTER UPON THE PROPERTY FOR PURPOSES OF INSPECTION AND/OR REPAIR AT THE COST OF THE MCCORMICK CREEK HOMEOWNERS ASSOCIATION IN THE EVENT OF EMERGENCY OR IN THE EVENT THE CITY INCURS COST FOR MAINTENANCE OR REPAIR AFTER PROVIDING NOTICE TO THE ASSOCIATION OF THE NEED FOR SUCH REPAIR AND THE REPAIR IS NOT SATISFACTORY COMPLETED IN THE TIMELINES PROVIDED. THE RECORDING NUMBER OF THE COVENANT SHALL BE SHOWN ON THE FACE OF THE FINAL PLAT.
15. THE FINAL PLAT MAP SHALL NOTE (WHERE QUOTED) OR DELINEATE THE FOLLOWING:
 - A. "WARNING: CITY OF GIG HARBOR HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE PRIVATE ROADWAYS OR DRIVEWAYS WITHIN, OR PROVIDING ACCESS TO, PROPERTY DESCRIBED IN THIS PLAT."
 - B. "INCREASED STORMWATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY AND PARKING AREAS SHALL NOT BE DIRECTED TO CITY INFRASTRUCTURE. INCREASED STORM WATER RUNOFF SHALL BE RETAINED/DETAINED ON SITE."
 - C. "WHERE SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED."
 - D. STORMWATER FOR RUNOFF FROM BUILDINGS AND PARKING SURFACES SHALL BE SHOWN ON INDIVIDUAL BUILDING LOTS, INCLUDING DRYWELL SIZING OR STORM DRAIN CONNECTION POINTS.
 - E. IF PRIVATE ROADWAYS ARE PROPOSED THEN PROVISIONS SHALL BE MADE FOR THE ROADS AND EASEMENTS TO BE OPEN AT ALL TIMES FOR EMERGENCY AND PUBLIC SERVICE VEHICLE USE.
 - F. "THIS PLAT IS SUBJECT TO STORMWATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201711150389."
 - G. "STORMWATER/DRAINAGE EASEMENTS ARE HEREBY GRANTED FOR THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES AS DELINEATED ON THIS PLAT MAP. NO ENCROACHMENT WILL BE PLACED WITHIN THE EASEMENTS SHOWN ON THE PLAT THAT MAY DAMAGE OR INTERFERE WITH THE INSTALLATION, INSPECTION, AND MAINTENANCE OF UTILITIES. MAINTENANCE AND EXPENSE THEREOF OF THE UTILITIES AND DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR IT'S HEIRS OR ASSIGNS, AS NOTED UNDER THE STORMWATER MAINTENANCE AGREEMENT FOR THE PLAT."
16. ENGINEERING RECOMMENDED APPROVAL DOES NOT RELIEVE THE PERMITEE FROM COMPLIANCE WITH ALL OTHER LOCAL, STATE AND/OR FEDERAL APPROVALS, PERMITS, AND/OR LAWS NECESSARY TO CONDUCT THE DEVELOPMENT ACTIVITY FOR WHICH THIS PERMIT IS ISSUED. ANY ADDITIONAL PERMITS AND/OR APPROVALS SHALL BE THE RESPONSIBILITY OF THE PERMITEE.
17. THE EXISTING DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MCCORMICK CREEK SHALL BE AMENDED TO INCLUDE PHASE 3 FOR THE CONTINUED PURPOSES OF MAINTAINING THE COMMON OPEN SPACE. THE ASSOCIATION OF OWNERS UNDER THE LAWS OF THE STATE SHALL ADOPT AND PROPOSE ARTICLES OF INCORPORATION OR ASSOCIATION AND BYLAWS, AND ADOPT AND IMPROVE A DECLARATION OF COVENANTS AND RESTRICTION ON THE COMMON OPEN SPACE THAT ARE ACCEPTABLE TO THE CITY IN PROVIDING FOR THE CONTINUING CARE OF THE SPACE. NO COMMON OPEN SPACE MAY BE PUT TO A USE NOT SPECIFIED IN THE FINAL DEVELOPMENT PLAN UNLESS THE FINAL DEVELOPMENT PLAN IS FIRST AMENDED TO PERMIT THE USE. NO CHANGE OF USE MAY BE CONSIDERED AS A WAIVER OF ANY OF THE COVENANTS LIMITING THE USE OF COMMON OPEN SPACE AREAS, AND ALL RIGHTS TO ENFORCE THESE COVENANTS AGAINST ANY USE PERMITTED ARE EXPRESSLY RESERVED TO THE CITY AS WELL AS THE OWNERS. ALTERNATIVELY, THE APPLICANT MAY CONVEY THE COMMON OPEN SPACE TO A PUBLIC AGENCY WHICH AGREES TO MAINTAIN THE COMMON OPENS SPACE.
18. SCHOOL IMPACT FEES AS REQUIRED BY GHMC 19.12.050(C)(11) SHALL BE COLLECTED FOR ALL RESIDENTIAL DEVELOPMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
19. LOCATIONS AND DETAILS OF MARKINGS OF FIRE LANES MUST BE PROVIDED AT THE TIME OF CIVIL PLAN REVIEW.
20. SINCE THE PLAT IS SUBJECT TO A DEDICATION, THE CERTIFICATE OR A SEPARATE WRITTEN INSTRUMENT SHALL CONTAIN THE DEDICATION OF ALL STREETS AND OTHER AREAS TO THE PUBLIC, AS SHOWN ON THE PLAT, AND A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROAD. SAID CERTIFICATE OR INSTRUMENT OF DEDICATION SHALL BE SIGNED AND ACKNOWLEDGED BEFORE A NOTARY PUBLIC BY ALL PARTIES HAVING ANY OWNERSHIP INTEREST IN THE LANDS SUBDIVIDED AND RECORDED AS PART OF THE FINAL PLAT.
21. ANY DEDICATION FILED FOR RECORD SHALL BE ACCOMPANIED BY A TITLE REPORT CONFIRMING THAT THE TITLE OF THE LANDS AS DESCRIBED AND SHOWN ON SAID PLAT IS IN THE NAME OF THE OWNERS SIGNING THE CERTIFICATE OR INSTRUMENT OF DEDICATION.
22. ANY DEDICATION, DONATION OR GRANT AS SHOWN ON THE FACE OF THE PLAT SHALL BE CONSIDERED TO ALL INTENTS AND PURPOSES AS A QUITCLAIM DEED TO THE SAID DONEE(S) GRANTEE(S) FOR HIS/HER/THEIR USE FOR THE PURPOSE INTENDED BY THE DONOR(S) OR GRANTOR(S).
23. THE OWNER SHALL GRANT FEE OWNERSHIP OF TRACT 1 TO THE CITY PRIOR TO FINAL PLAT APPROVAL OF PHASE 3, UNLESS SECTION 11 (D) OF THE DEVELOPMENT AGREEMENT IS AGREED TO BE AMENDED OTHERWISE BY THE OWNER AND THE CITY COUNCIL.
24. PRIOR TO OR AT THE TIME OF FINAL PLAT APPROVAL OF PHASE 3, THE OWNER SHALL SUBMIT EASEMENT DOCUMENTS TO THE CITY FOR REVIEW THAT CLOSE THE UTILITY EASEMENT GAP IN THE RIGHT-OF-WAY CREATED BY THE STREET VACATION UNDER PL-PALT-16-0001 AND PL-PRD-16-0001.
25. PRIOR TO FINAL PLAT APPROVAL OF PHASE 3, THE OWNER SHALL HAVE RECEIVED FINAL APPROVAL OF ALL NECESSARY PERMITS ASSOCIATED WITH THE PUBLIC PARKING LOT ABOVE THE UNDERGROUND STORMWATER FACILITY ON LOT 1 OF MCCORMICK CREEK PHASE 2.
26. A NOTE ON THE TITLE OF ALL 54 LOTS WITHIN MCCORMICK CREEK PHASE 3 SHALL ADVISE OF THE HOMEOWNERS ASSOCIATION'S REQUIREMENT TO MAINTAIN IN PERPETUITY THE PARKING LOT OVER LOT 1, THE UNDERGROUND STORM DRAINAGE FACILITIES, AND THE SIDEWALK FROM SAID PARKING LOT TO THE CUSHMAN TRAIL. THE NOTE SHALL ADVISE THAT MAINTENANCE WILL INCLUDE BUT NOT BE LIMITED TO LIGHTING, STRIPING, PAVEMENT, AND LIABILITY.

CITY OF GIG HARBOR MCCORMICK CREEK PARKING LOT ADDITION CONDITIONS OF APPROVAL:

1. PARKING LOT IMPROVEMENTS MUST COMPLY WITH THE GIG HARBOR MUNICIPAL CODE AND ANY STANDARDS SET FORTH IN AMENDMENT NO. 2 TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND MCCORMICK CREEK LLC, OR AS OTHERWISE AMENDED.
2. THE OWNER SHALL RECEIVE FINAL APPROVAL OF THE CIVIL PLANS FOR THE UNDERGROUND STORMWATER FACILITY.

SEPA MDNS (REVISED) RECOMMENDED MITIGATIONS AND CONDITIONS:

1. PRIOR TO THE CITY'S FINAL APPROVAL OF THE ENGINEERING PLANS FOR THE CONSTRUCTION OF ANY PUBLIC ROADS THE APPLICANT SHALL PROVIDE TO THE CITY EVIDENCE OF HIS OWNERSHIP OF THE NECESSARY PROPERTY AND PROPERTY INTERESTS WHICH WILL AFFORD HIM THE ABILITY TO DEDICATE TO THE PUBLIC ALL PORTIONS OF PROPOSED PUBLIC ROADWAYS.
2. PRIOR TO FINAL PLAT APPROVAL, THE APPLICANT SHALL PERFORM THE FOLLOWING AT THE APPLICANT'S COST:
 - A. DESIGN, CONSTRUCT AND, UPON ACCEPTANCE BY THE CITY, DEDICATE AS PUBLIC RIGHT-OF-WAY, A NEW PUBLIC COLLECTOR ROAD BETWEEN BURNHAM DRIVE NORTHERLY AND EASTERLY THROUGH THE PROPOSED DEVELOPMENT TO THE EASTERN BOUNDARY OF THE PLAT (ROAD ABC);
 - B. DESIGN AND CONSTRUCT A LEFT TURN POCKET ON BURNHAM DRIVE (A PUBLIC ROADWAY) AT 50TH AVENUE;
 - C. PROVIDE UNDERGROUND SIGNAL APPURTENANCES FOR A FUTURE SIGNAL AT THE INTERSECTION OF 50TH AVENUE/BURNHAM DRIVE.

C. WETLAND IMPACTS: WETLAND IMPACTS RELATED TO THE PROPOSED PROJECT WILL GENERALLY BE MITIGATED THROUGH COMPLIANCE WITH THE CITY'S WETLAND REGULATIONS HOWEVER THE PROPOSED PARK AREA ADJACENT TO WETLAND "B" WOULD RESULT IN THE POSSIBILITY OF PARK RELATED ACTIVITY ENCROACHING INTO THE WETLAND OR WETLAND BUFFER. ADDITIONALLY, PROPOSED TRAILS AND OTHER DEVELOPMENT IS IN CLOSE PROXIMITY TO PROPOSED WETLAND CREATION AREAS AND ENHANCED WETLAND BUFFER AREAS REQUIRED UNDER GHMC 18.08. UNMARKED WETLANDS AND BUFFERS, PARTICULARLY THOSE THAT REQUIRE PLANTING TO RESTORE BUFFER FUNCTIONS ARE VULNERABLE TO ADDITIONAL IMPACTS. THEREFORE, THE FOLLOWING MITIGATION IS REQUIRED:

1. THE APPLICANT SHALL INSTALL A PERMANENT BUFFER FENCE WITH SIGNAGE EVERY 100 FEET ALONG THE EDGE OF ALL WETLAND BUFFERS ADJACENT TO THE PROPOSED PARK AND TRAIL AREAS, AND ALONG THE EDGE OF CREATED WETLAND AREAS PROPOSED ADJACENT TO THE PROPOSED INTERNAL TRAIL. THE FINAL LOCATION OF THE FENCING SHALL BE DETERMINED BY THE PLANNING DIVISION, AND MAY REQUIRE FENCING TO BE INSTALLED WITHIN BUFFERS TO ACCOMMODATE PREVIOUSLY APPROVED TRAIL LOCATIONS. ANY FENCING INSTALLED WITHIN BUFFERS SHALL BE SUBJECT TO THE REQUIREMENTS OF TITLE 18 OF THE GHMC. FENCE DESIGN SHALL BE OF A SPLIT RAIL DESIGN WITH TWO RAILS, OR AN EQUIVALENT DESIGN. SIGNAGE SHALL BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO INSTALLATION.

PLANNED RESIDENTIAL DEVELOPMENT NOTES:

THIS SITE HAS BEEN DEVELOPED UNDER THE PROVISIONS OF GHMC 17.89 PLANNED RESIDENTIAL DEVELOPMENTS (PRD). THIS FINAL PRD IS BASED ON THE APPROVED MCCORMICK CREEK PRELIMINARY PRD APPROVED INITIALLY ON APRIL 7, 2010, (CASE PPLAT 09-0003 & PRD 09-0002) AND REVISED ON AUGUST 14, 2014 (CASE PL-PPLATR-14-0001), AND REVISED APRIL 25, 2018 (CASE PL-PALT-16-0003 & PL-PRD-16-0002).

REQUIRED OPEN SPACES ARE CONTAINED IN THIS DIVISION IN PHASE 1, TRACT D. OPEN SPACES SHALL BE MAINTAINED AND USED CONSISTENT WITH THE APPROVED PLANS ON FILE WITH THE CITY. PROPOSED CHANGES TO THIS AREA INCLUDING THE REMOVAL OF VEGETATION SHALL BE REVIEWED AND APPROVED BY THE CITY OF GIG HARBOR.

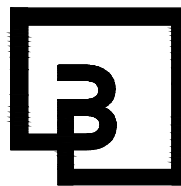
THE DEVELOPMENT OF THE LOTS WITHIN THIS PRD IS SUBJECT TO THE FOLLOWING MODIFIED DEVELOPMENT STANDARDS:

1. LOTS 119 THROUGH 172 OF DIVISION 3 ARE FRONT LOAD LOTS.
2. MODIFIED SETBACK FOR RESIDENTIAL LOTS:
15 FEET FRONT, HOUSE
15 FEET PORCH
20 FEET GARAGE

3 FEET SIDE
10 FEET REAR, EXCEPT 20 FEET FOR LOTS 119-124
3. MODIFIED SETBACK FOR NON-RESIDENTIAL LOTS IN PHASE 3:
10 FEET ON LOT 1 (GOVERNMENT OFFICE)
4. MAXIMUM BUILDING HEIGHT PERMITTED IN THE R-1 ZONE:
35 FEET
5. IMPERVIOUS LOT COVERAGE IN THE PRD IS LIMITED TO 40 PERCENT. SOME INDIVIDUAL LOTS MAY EXCEED THIS LIMIT, BUT THE TOTAL COVERAGE FOR THE DEVELOPMENT WOULD CONFORM.

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR PHASE 3 OF THE PLAT/PRD, A RUNNING TOTAL THAT CALCULATES THE TOTAL IMPERVIOUS SURFACE COVERAGE, TO INCLUDE THE BUILDING PERMIT BEING APPLIED FOR, SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT BY EACH LOT OWNER FOR REVIEW AND CONFIRMATION THAT THE PLAT/PRD MAINTAINS COMPLIANCE WITH MAXIMUM IMPERVIOUS COVERAGE REQUIREMENTS.

JOB NO. 14830



Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

McCORMICK CREEK PLAT AND PRD PHASE 3
SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND MCCORMICK CREEK LLC
FOR THE MCCORMICK CREEK DEVELOPMENT:

GENERAL PROVISIONS

SECTION 1. THE PROJECT. THE PROJECT IS THE DEVELOPMENT AND USE OF THE PROPERTY CONTEMPLATED IN THIS AGREEMENT. THE PRELIMINARY PLAT AND PRD APPLICATION AND HEARING EXAMINER DECISION DESCRIBES THE PROJECT AS A PRELIMINARY PLAT AND PLANNED RESIDENTIAL DEVELOPMENT RESULTING IN A TOTAL OF 185 LOTS, 18 INDIVIDUAL WETLAND, STORMWATER AND OPEN SPACE TRACTS AND ASSOCIATED ROADS. ONE HUNDRED EIGHTY-TWO OF THE LOTS ARE PROPOSED TO BE RESIDENTIAL, AND THREE OF THE LOTS ARE PROPOSED TO BE NON-RESIDENTIAL: ONE FOR OFFICE USE, ONE FOR A MINI-STORAGE TYPE OF DEVELOPMENT TO SERVE THE RESIDENTS OF THE PLAT, AND ONE LOT THAT CONTAINS AN EXISTING CHURCH.

SECTION 2. THE PROPERTY. THE PROPERTY CONSISTS OF 52.16 ACRES AND IS LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

SECTION 3. DEFINITIONS. AS USED IN THIS DEVELOPMENT AGREEMENT, THE FOLLOWING TERMS, PHRASES AND WORDS SHALL HAVE THE MEANINGS AND BE INTERPRETED AS SET FORTH IN THIS SECTION.

A. "ADOPTING RESOLUTION" MEANS THE RESOLUTION WHICH APPROVES THIS DEVELOPMENT AGREEMENT, AS REQUIRED BY RCW 36.70B.200.

B. "CERTIFICATE OF OCCUPANCY" MEANS EITHER A CERTIFICATE ISSUED AFTER INSPECTIONS BY THE CITY AUTHORIZING A PERSON(S) IN POSSESSION OF PROPERTY TO DWELL OR OTHERWISE USE A SPECIFIED BUILDING OR DWELLING UNIT, OR THE FINAL INSPECTION IF A FORMAL CERTIFICATE IS NOT ISSUED.

C. "CIVIL PERMIT" MEANS ANY MINISTERIAL, NONDISCRETIONARY CITY PERMIT APPROVED BY THE CITY ENGINEER AND AUTHORIZING CLEARING AND GRADING, LANDSCAPING IMPROVEMENTS, THE CONSTRUCTION OF ROADS, BRIDGES, STORM WATER FACILITIES, OR UTILITY FACILITIES, OR OTHER CONSTRUCTION WORK, SUCH AS THOSE ISSUED UNDER THE AUTHORITY OF GHMC CHAPTERS 12.06 AND 12.08, EXCEPT ANY BUILDING PERMIT. "CIVIL PERMIT" DOES NOT INCLUDE ANY LANDSCAPING IMPROVEMENTS REQUIRED BY GHMC TITLES 16, 17, OR 18 AND APPROVED BY THE DIRECTOR.

D. "DESIGN GUIDELINES" MEANS THE GIG HARBOR DESIGN MANUAL, AS ADOPTED BY THE CITY.

E. "DEVELOPMENT STANDARDS" INCLUDES, BUT IS NOT LIMITED TO, ALL OF THE STANDARDS LISTED IN RCW 36.70B.170(3).

F. "DIRECTOR" MEANS THE CITY'S COMMUNITY DEVELOPMENT DIRECTOR OR DIRECTOR OF PLANNING AND BUILDING.

G. "EFFECTIVE DATE" MEANS THE EFFECTIVE DATE OF THE ADOPTING RESOLUTION.

H. "EXISTING LAND USE REGULATIONS" MEANS THE ORDINANCES ADOPTED BY THE CITY COUNCIL OF GIG HARBOR IN EFFECT ON THE EFFECTIVE DATE, INCLUDING THE ADOPTING ORDINANCES THAT GOVERN THE PERMITTED USES OF LAND, THE DENSITY AND INTENSITY OF USE, AND THE DESIGN, IMPROVEMENT, CONSTRUCTION STANDARDS AND SPECIFICATIONS APPLICABLE TO THE DEVELOPMENT OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE COMPREHENSIVE PLAN, THE CITY'S OFFICIAL ZONING MAP AND DEVELOPMENT STANDARDS, THE DESIGN MANUAL, THE PUBLIC WORKS STANDARDS, SEPA, CONCURRENCY ORDINANCE, AND ALL OTHER ORDINANCES, CODES, RULES AND REGULATIONS OF THE CITY ESTABLISHING SUBDIVISION STANDARDS, PARK REGULATIONS, BUILDING STANDARDS. EXISTING LAND USE REGULATION DOES NOT INCLUDE NON-LAND USE REGULATIONS, WHICH INCLUDES TAXES AND IMPACT FEES.

I. "LANDOWNER" IS THE PARTY WHO HAS ACQUIRED ANY PORTION OF THE PROPERTY FROM THE DEVELOPER WHO, UNLESS OTHERWISE RELEASED AS PROVIDED IN THIS AGREEMENT, SHALL BE SUBJECT TO THE APPLICABLE PROVISIONS OF THIS AGREEMENT.

SECTION 4. EXHIBITS. EXHIBITS TO THIS AGREEMENT ARE ATTACHED HERETO AND INCORPORATED HEREIN, INCLUDING THE FOLLOWING:

- EXHIBIT A -- LEGAL DESCRIPTION OF THE PROPERTY.
- EXHIBIT B -- MAP SHOWING DEVELOPMENT PHASES.
- EXHIBIT C -- MAP OF WETLAND AREAS.
- EXHIBIT D -- CROSS SECTION OF PROPOSED ROADWAYS
- EXHIBIT E -- HEARING EXAMINER DECISION

SECTION 5. PROJECT IS A PRIVATE UNDERTAKING. IT IS AGREED AMONG THE PARTIES THAT THE PROJECT IS A PRIVATE DEVELOPMENT AND THAT THE CITY HAS NO INTEREST THEREIN EXCEPT AS AUTHORIZED IN THE EXERCISE OF ITS GOVERNMENTAL FUNCTIONS.

SECTION 6. TERM OF AGREEMENT. THIS AGREEMENT SHALL COMMENCE UPON THE EFFECTIVE DATE OF THIS AMENDED AGREEMENT FOR AN INITIAL TERM OF 6 YEARS, AND SHALL CONTINUE IN FORCE AS DESCRIBED HEREIN:

A. DEVELOPER SHALL RECORD FINAL PLAT FOR PHASE 1, AS DESCRIBED IN EXHIBIT B, AND SHALL PAY A MINIMUM OF 30 PERCENT OF THE TOTAL SEWER AND WATER SERVICE CONNECTION FEES FOR THE ENTIRE PLAT, WITHIN 6 YEARS FROM THE EFFECTIVE DATE. THE 30 PERCENT OF CONNECTION FEES WILL BE PAID AT THE TIME OF INDIVIDUAL BUILDING PERMITS OR WITHIN 6 YEARS, WHICHEVER IS SOONER.

B. IF PHASE 1 IS RECORDED WITHIN THE INITIAL 6-YEAR TERM AND THE 30 PERCENT CONNECTION FEES PAID, THIS AGREEMENT SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF 6 YEARS.

C. DEVELOPER MAY APPLY FOR A FINAL 7-YEAR EXTENSION OF THIS AGREEMENT, PROVIDED THE EXTENSION REQUEST HAS BEEN SUBMITTED IN WRITING NO LESS THAN 60 DAYS PRIOR TO EXPIRATION, AND PROVIDED THAT A MINIMUM OF PHASE 1 AND PHASE 2 HAVE BEEN RECORDED AND A MINIMUM OF 60 PERCENT OF THE TOTAL SEWER AND WATER SERVICE CONNECTION FEES FOR THE ENTIRE PLAT HAVE BEEN PAID TO THE CITY (TO BE PAID AT THE TIME OF INDIVIDUAL BUILDING PERMITS OR 12 YEARS, WHICHEVER IS SOONER). SUCH EXTENSIONS ARE SUBJECT TO APPROVAL BY THE CITY COUNCIL.

D. IN THE EVENT THE DEVELOPER DOES NOT APPLY FOR OR IF THE CITY COUNCIL DOES NOT APPROVE THE FINAL 7-YEAR EXTENSION, AND IF A MINIMUM OF 60 PERCENT OF THE TOTAL SEWER AND WATER SERVICE CONNECTION FEES HAVE BEEN PAID, THIS AGREEMENT SHALL AUTOMATICALLY BE EXTENDED FOR TWO YEARS TO ALLOW FOR RECORDING OF THE FINAL PHASE(S).

E. FOLLOWING THE EXPIRATION OF THE TERM, OR IF SOONER TERMINATED, THIS AGREEMENT SHALL HAVE NO FORCE AND EFFECT, SUBJECT HOWEVER, TO POST-TERMINATION OBLIGATIONS OF THE DEVELOPER OR LANDOWNER.

F. ANY CIVIL PERMIT SHALL NOT EXPIRE OR TERMINATE UNTIL THE DATE THAT IS TWO (2) YEARS AFTER THE ISSUANCE OF SUCH APPROVAL OR PERMIT. THIS SUBSECTION SHALL NOT APPLY TO ANY BUILDING PERMIT. NOTWITHSTANDING THE FOREGOING, THE CITY RESERVES THE RIGHT DURING THE DEVELOPMENT PERIOD TO MODIFY THE DEVELOPMENT STANDARDS TO THE EXTENT REQUIRED BY A SERIOUS THREAT TO PUBLIC HEALTH AND SAFETY.

G. DEVELOPER ACKNOWLEDGES AND AGREES THAT THE EXISTING SOCCER FIELDS LOCATED ON THE AREA IDENTIFIED AS PHASE 3 ON EXHIBIT B SHALL BE KEPT OPEN TO PENNINSULA ATHLETIC ASSOCIATION USE FOR A MINIMUM OF 2 YEARS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

H. AT THE TIME EACH PHASE OF THE PLAT RECEIVES FINAL PLAT APPROVAL, A NOTE SHALL BE ADDED TO THE FACE OF THE PLAT MYLARS AND IN THE RECORDED CC&R'S STATING THAT "ROAD 1 OF THE PLAT IS INTENDED AND HAS BEEN DESIGNED TO PROVIDE A PUBLIC RIGHT OF WAY VEHICULAR CONNECTION BETWEEN HARBOR HILL DRIVE AND BURNHAM DRIVE".

SECTION 7. VESTED RIGHTS OF DEVELOPER. DURING THE TERM OF THIS AGREEMENT, UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE TERMS HEREOF, IN DEVELOPING THE PROPERTY CONSISTENT WITH THE PROJECT DESCRIBED HEREIN, DEVELOPER IS ASSURED, AND THE CITY AGREES, THAT THE DEVELOPMENT RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SPECIFIED IN THIS AGREEMENT, ARE FULLY VESTED IN THE DEVELOPER AND MAY NOT BE CHANGED OR MODIFIED BY THE CITY, EXCEPT AS MAY BE EXPRESSLY PERMITTED BY, AND IN ACCORDANCE WITH, THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE EXHIBITS HERETO, OR AS EXPRESSLY CONSENTED THERETO BY THE DEVELOPER.

SECTION 8. PERMITTED USES AND DEVELOPMENT STANDARDS. THE PERMITTED USES, THE DENSITY AND INTENSITY OF USE, THE MAXIMUM HEIGHT AND SIZE OF PROPOSED BUILDINGS, PROVISIONS FOR RESERVATION AND DEDICATION OF LAND OR PAYMENT OF FEES IN LIEU OF DEDICATION FOR PUBLIC PURPOSES, THE CONSTRUCTION, INSTALLATION AND EXTENSION OF PUBLIC IMPROVEMENTS, DEVELOPMENT GUIDELINES AND STANDARDS FOR DEVELOPMENT OF THE PROPERTY SHALL BE THOSE SET FORTH IN THIS AGREEMENT, THE PERMITS AND APPROVALS IDENTIFIED HEREIN, AND ALL EXHIBITS INCORPORATED HEREIN.

SECTION 9. MINOR MODIFICATIONS. MINOR MODIFICATIONS FROM THE APPROVED PERMITS OR THE EXHIBITS ATTACHED HERETO MAY BE APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY'S CODE, AND SHALL NOT REQUIRE AN AMENDMENT TO THIS AGREEMENT.

SECTION 10. FURTHER DISCRETIONARY ACTIONS. DEVELOPER ACKNOWLEDGES THAT THE EXISTING LAND USE REGULATIONS CONTEMPLATE THE EXERCISE OF FURTHER DISCRETIONARY POWERS BY THE CITY. THESE POWERS INCLUDE, BUT ARE NOT LIMITED TO, REVIEW OF ADDITIONAL PERMIT APPLICATIONS UNDER SEPA. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT THE AUTHORITY OR THE OBLIGATION OF THE CITY TO HOLD LEGALLY REQUIRED PUBLIC HEARINGS, OR TO LIMIT THE DISCRETION OF THE CITY AND ANY OF ITS OFFICERS OR OFFICIALS IN COMPLYING WITH OR APPLYING EXISTING LAND USE REGULATIONS.

SECTION 11. FINANCING OF PUBLIC FACILITIES.

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT IT SHALL PARTICIPATE IN THE GRANTING OF A NON-EXCLUSIVE WETLAND AND PUBLIC USE EASEMENT OVER ALL OF THE AREAS SHOWN AS TRACT I AND J ON EXHIBIT B.

THE EASEMENT OVER THE AREAS SHOWN AS TRACT I AND TRACT J SHALL BE DEDICATED TO THE CITY WITHIN 60 DAYS OF THE EFFECTIVE DATE OF THE ADOPTING RESOLUTION APPROVING THIS AGREEMENT.

THE CITY ACKNOWLEDGES THAT PORTIONS OF TRACT I CONTAIN AN EXISTING VEHICULAR ACCESS EASEMENT THAT WILL REMAIN UNTIL ROAD 1 IS COMPLETE.

THE DEVELOPER ACKNOWLEDGES THAT WETLAND MITIGATION FOR ROAD 1 IMPROVEMENTS WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY AND MUST BE COMPLETED PRIOR TO RECORDING THE FINAL PLAT FOR PHASE 1. THE CITY'S EASEMENT OVER TRACTS I AND J SHALL NOT RESTRICT THE DEVELOPER'S PLANS FOR WETLAND MITIGATION OF ROAD 1 AS DEPICTED IN THE APPROVED CONCEPTUAL WETLAND MITIGATION PLANS.

THE DEVELOPER ACKNOWLEDGES THAT THE WETLAND MONITORING AND MAINTENANCE WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY UNTIL SUCH TIME THAT THE WETLANDS ARE DEEDED TO THE CITY.

B. THE CITY MAY PURSUE THE USE OF A LOCAL IMPROVEMENT DISTRICT AND OTHER SIMILAR PROJECT-RELATED PUBLIC FINANCING MECHANISM FOR FINANCING THE CONSTRUCTION, IMPROVEMENT OR ACQUISITION OF PUBLIC INFRASTRUCTURE, FACILITIES, LANDS AND IMPROVEMENTS TO SERVE THE PROPERTY, WHETHER LOCATED WITHIN OR OUTSIDE THE PROPERTY. FOR REIMBURSEMENT OF EXPENSES INCURRED BY DEVELOPER ASSOCIATED WITH THE OFF-SITE IMPROVEMENTS AND/OR UPSIZING OF UTILITIES, AND/OR CONSTRUCTION OF INFRASTRUCTURE TO ACCOMMODATE CITY COMPREHENSIVE TRANSPORTATION AND UTILITY PLANS, DEVELOPER MAY APPLY FOR A LATECOMER REIMBURSEMENT AGREEMENT IN ACCORDANCE WITH THE CITY'S ORDINANCES AND STATE LAW.

C. WITHIN 90 DAYS OF FINAL PLAT RECORDING FOR PHASE 1, DEVELOPER SHALL GRANT FEE OWNERSHIP OF TRACT J TO THE CITY.

D. WITHIN 90 DAYS OF FINAL PLAT RECORDING FOR PHASE 2, DEVELOPER SHALL GRANT FEE OWNERSHIP OF TRACT I TO THE CITY.

SECTION 12. EXISTING LAND USE FEES AND IMPACT FEES.

A. LAND USE FEES ADOPTED BY THE CITY BY ORDINANCE AS OF THE EFFECTIVE DATE MAY BE INCREASED BY THE CITY FROM TIME TO TIME, AND APPLICABLE TO PERMITS AND APPROVALS FOR THE PROPERTY, AS LONG AS SUCH FEES APPLY TO SIMILAR APPLICATIONS AND PROJECTS IN THE CITY.

B. IMPACT FEES SHALL BE PAID AS SET FORTH IN THE APPROVED PERMIT OR APPROVAL, OR AS ADDRESSED IN CHAPTER 19.12 OF THE GIG HARBOR MUNICIPAL CODE. THE DEVELOPER HAS REQUESTED IN WRITING ON SEPTEMBER 23, 2008 A TRANSPORTATION IMPACT FEE CREDIT IN ACCORDANCE WITH GHMC 19.12.083.B. IF THIS REQUEST IS PURSUED BY THE DEVELOPER, THE CREDIT WILL BE DETERMINED IN ACCORDANCE WITH GHMC 19.12.083.

SECTION 13. PHASING OF DEVELOPMENT.

A. THE PARTIES ACKNOWLEDGE THAT THE MOST EFFICIENT AND ECONOMIC DEVELOPMENT OF THE PROPERTY DEPENDS UPON NUMEROUS FACTORS, SUCH AS MARKET ORIENTATION AND DEMAND, INTEREST RATES, COMPETITION AND SIMILAR FACTORS, AND THAT GENERALLY IT WILL BE MOST ECONOMICALLY BENEFICIAL TO THE ULTIMATE PURCHASERS OF THE PROPERTY TO HAVE THE RATE OF DEVELOPMENT DETERMINED BY THE DEVELOPER. HOWEVER, THE PARTIES ALSO ACKNOWLEDGE THAT BECAUSE THE DEVELOPMENT WILL BE PHASED, CERTAIN AMENITIES ASSOCIATED WITH THE PROJECT MUST BE AVAILABLE TO ALL PHASES OF THE PROJECT, IN ORDER TO ADDRESS HEALTH, SAFETY AND WELFARE OF THE RESIDENTS. THEREFORE, THE PARTIES AGREE THAT THE IMPROVEMENTS ASSOCIATED WITH THE PROJECT, AS DEPICTED IN EXHIBIT B, SHALL BE CONSTRUCTED BY THE DEVELOPER ACCORDING TO THE FOLLOWING SCHEDULE:

B. PHASING.

1. PHASE 1:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT ROAD 1 FROM BURNHAM DRIVE TO THE INTERSECTION OF ROAD 8 AND DEDICATE THIS ROADWAY TO THE CITY. THE DEVELOPER SHALL DEDICATE ALL OF ROAD 1 AS SHOWN ON EXHIBIT B, INCLUDING ANY PORTION REMAINING UNDEVELOPED AS PART OF THE PHASE 1 IMPROVEMENTS, TO THE CITY. THE DEVELOPER SHALL CONSTRUCT ROAD 4 AND ROAD 5 AND DEDICATE THEM TO THE CITY. THE DEVELOPER SHALL DESIGN AND CONSTRUCT LEFT TURN LANE IMPROVEMENTS, AS ACCEPTABLE TO THE CITY, ON BURNHAM DRIVE. THE DEVELOPER SHALL COMPLETE THE REQUIRED WETLAND MITIGATION NECESSARY FOR THE CONSTRUCTION OF ROAD 1, PER THE HEARING EXAMINER DECISION (EXHIBIT E). DEVELOPER SHALL CLEAR AND ROUGH GRADE THE REMAINDER OF ROAD 1 (AS SHOWN ON EXHIBIT B) FROM THE EASTERLY PROPERTY LINE OF THE PROPERTY TO THE IMPROVED SECTION OF ROAD 1. THE CLEARED AND ROUGH GRADED SECTION OF ROAD 1 SHALL BE SIGNED BY THE DEVELOPER "FUTURE ROAD CONNECTION TO HARBOR HILL DRIVE".

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF A WATER LINE FROM BURNHAM DRIVE TO THE PROPOSED LOTS WITHIN PHASE 1.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE FROM BURNHAM DRIVE TO PROPOSED LOTS WITHIN PHASE 1.

d. UTILITIES. THE DEVELOPER SHALL CONSTRUCT THE PHASE 1 STORM FACILITY SHOWN ON THE PLANS AS TRACT A, AND ALL ASSOCIATED APPURTENANCES PER THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET"). THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE.

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT PHYSICAL IMPROVEMENTS AND THE PUBLIC TRAIL LINKING THE PARK TO THE CUSHMAN TRAIL AND THE ADJACENT LITTLE LEAGUE FIELDS. THE DEVELOPER SHALL CONSTRUCT PHYSICAL IMPROVEMENTS TO OPEN SPACE TRACTS D E, F, J AND Q, AS SHOWN IN THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET").

2. PHASE 2:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT AND DEDICATE TO THE CITY ROADS 6, 7, 8 AND 9, AND THE REMAINDER OF ROAD 1.

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE WATER LINE TO THE PROPOSED LOTS WITHIN THE PHASE.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE TO PROPOSED LOTS WITHIN THE PHASE.

d. UTILITIES. THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE.

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS, AS SHOWN IN THE PRELIMINARY PLAN SET, TO TRACTS T, K, L, M, N AND O.

3. PHASE 3:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT AND DEDICATE TO THE CITY ROADS 2 AND 3.

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE WATER LINE TO THE PROPOSED LOTS WITHIN THE PHASE.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE TO PROPOSED LOTS WITHIN THE PHASE.

d. UTILITIES. THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE. DEVELOPER SHALL CONSTRUCT THE STORM FACILITY SHOWN ON THE PLANS AS TRACT R, AND ALL ASSOCIATED APPURTENANCES PER THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET").

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS, AS SHOWN IN THE PRELIMINARY PLAN SET, TO OPEN SPACE TRACTS P, R AND S.

C. "ROAD" MEANS THE CROSS SECTION SHOWN IN THE PRELIMINARY PLAT PLANS AND ATTACHED TO THIS AGREEMENT AS EXHIBIT D, AND INCLUDES CURB, GUTTER, SIDEWALK, LANDSCAPING, ILLUMINATION, PAVEMENT SECTION, ROAD DRAINAGE FACILITIES NOT INCLUDED IN PARAGRAPH D, BELOW. POTABLE WATER AND FIRE LINES, SEWER FACILITIES AND UTILITIES WITHIN THE ROAD SHALL BE INSTALLED BY THE DEVELOPER AT THE DEVELOPER'S COST PRIOR TO CITY ACCEPTANCE OF THE ROAD.

D. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE UNDERLYING APPROVAL FOR THE MCCORMICK CREEK PRELIMINARY PLAT, THE CITY OF GIG HARBOR PUBLIC WORKS STANDARDS AND ENGINEERING INDUSTRY STANDARDS APPROVED BY THE CITY OF GIG HARBOR. CONSTRUCTION OF THE STREET, POTABLE WATER, SEWER AND UTILITY IMPROVEMENTS SHALL NOT BE CONSIDERED COMPLETE UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY IN WRITING. PHASES REFERRED TO ABOVE ARE TO BE AS SHOWN ON THE PHASING PLAN, ATTACHED AS EXHIBIT B TO THIS AGREEMENT.

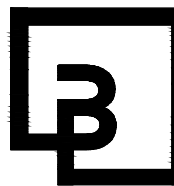
SECTION 14. DEDICATION OF PUBLIC LANDS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE DEVELOPER SHALL DEDICATE ALL PUBLIC LANDS REQUIRED IN THE PERMITS/APPROVALS WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT. DEDICATION SHALL BE CONSIDERED BY THE CITY IN THE FOLLOWING SCHEDULE:

A. PARKS. WITH REGARD TO PARKS WITHIN THE PROPERTY, EACH PARK SITE (OR PORTION OF THE COMMUNITY PARK SITE, WHICH IS TO BE DEDICATED IN PHASES) SHALL BE DEDICATED TO THE CITY AS THE MAPS FOR THE PHASES OF THE SUBDIVISIONS ARE APPROVED AND RECORDED, AS SHOWN IN EXHIBIT B, ATTACHED HERETO.

B. RIGHTS-OF-WAY. WITHIN FIFTEEN (15) DAYS OF SUBMISSION OF AN APPLICATION FOR FINAL PLAT TO THE CITY FOR ANY PHASE OF THE DEVELOPMENT, THE DEVELOPER AGREES TO DEDICATE ANY OR ALL ROAD RIGHTS-OF-WAY WITHOUT EXPENSE TO THE CITY. THE DEVELOPER IS REQUIRED TO ACQUIRE ALL PROPERTY, EASEMENTS OR RIGHT-OF-WAY NECESSARY TO CONSTRUCT THE ROADS SHOWN ON THE PRELIMINARY PLAT APPLICATION BEFORE MAKING APPLICATION FOR ANY BUILDING PERMITS TO CONSTRUCT ANY IMPROVEMENTS OR BEGIN ANY WORK WITHIN ANY PHASE. ALL BUILDING PERMITS AND OTHER PERMITS SHALL BE REVIEWED FOR COMPLETENESS, INCLUDING THE REQUIREMENTS OF GHMC 19.02.002.

(CONTINUED ON SHEET 11)

JOB NO. 14830



Barghausen Consulting Engineers, Inc.

18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 10 OF 11

McCORMICK CREEK PLAT AND PRD PHASE 3

SW1/4 OF THE NW1/4 AND THE NW1/4 & NE1/4 OF THE SW1/4 SECTION 31,
TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., CITY OF GIG HARBOR, PIERCE COUNTY, WA.

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND MCCORMICK CREEK LLC FOR THE MCCORMICK CREEK DEVELOPMENT: (CONTINUED FROM SHEET 10)

SECTION 15. DEFAULT.

A. SUBJECT TO EXTENSIONS OF TIME BY MUTUAL CONSENT IN WRITING, FAILURE OR DELAY BY EITHER PARTY OR LANDOWNER NOT RELEASED FROM THIS AGREEMENT TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT SHALL CONSTITUTE A DEFAULT. IN THE EVENT OF ALLEGED DEFAULT OR BREACH OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT, THE PARTY ALLEGING SUCH DEFAULT OR BREACH SHALL GIVE THE OTHER PARTY OR LANDOWNER NOT LESS THAN THIRTY (30) DAYS NOTICE IN WRITING, SPECIFYING THE NATURE OF THE ALLEGED DEFAULT AND THE MANNER IN WHICH SAID DEFAULT MAY BE CURED. DURING THIS THIRTY (30) DAY PERIOD, THE PARTY OR LANDOWNER CHARGED SHALL NOT BE CONSIDERED IN DEFAULT FOR PURPOSES OF TERMINATION OR INSTITUTION OF LEGAL PROCEEDINGS.

B. AFTER NOTICE AND EXPIRATION OF THE THIRTY (30) DAY PERIOD, IF SUCH DEFAULT HAS NOT BEEN CURED OR IS NOT BEING DILIGENTLY CURED IN THE MANNER SET FORTH IN THE NOTICE, THE OTHER PARTY OR LANDOWNER TO THIS AGREEMENT MAY, AT ITS OPTION, INSTITUTE LEGAL PROCEEDINGS PURSUANT TO THIS AGREEMENT. IN ADDITION, THE CITY MAY DECIDE TO FILE AN ACTION TO ENFORCE THE GIG HARBOR MUNICIPAL CODE, AND TO OBTAIN PENALTIES AND COSTS AS PROVIDED IN THE GIG HARBOR MUNICIPAL CODE FOR VIOLATIONS OF THIS DEVELOPMENT AGREEMENT AND THE CODE.

SECTION 16. PERIODIC REVIEW. THE CITY SHALL, AT LEAST EVERY SIX YEARS, OR AFTER THE RECORDING OF EACH PHASE, WHICHEVER IS SOONER, REVIEW THE EXTENT OF GOOD FAITH SUBSTANTIAL COMPLIANCE BY DEVELOPER AND LANDOWNER WITH THIS AGREEMENT. THE CITY MAY CHARGE FEES AS NECESSARY TO COVER THE COSTS OF CONDUCTING THE ANNUAL REVIEW.

SECTION 17. TERMINATION.

A. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FURTHER FORCE AND EFFECT IF THE DEVELOPMENT CONTEMPLATED IN THIS AGREEMENT AND ALL OF THE PERMITS AND/OR APPROVALS ISSUED BY THE CITY FOR SUCH DEVELOPMENT ARE NOT SUBSTANTIALLY UNDERWAY PRIOR TO EXPIRATION OF SUCH PERMITS AND/OR APPROVALS. NOTHING IN THIS AGREEMENT SHALL EXTEND THE EXPIRATION DATE OF ANY PERMIT OR APPROVAL ISSUED BY THE CITY FOR ANY DEVELOPMENT EXCEPT AS NOTED IN SECTION 6.

B. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FURTHER FORCE AND EFFECT IF THE DEVELOPER DOES NOT CONSTRUCT THE PROJECT AS CONTEMPLATED BY THE PERMITS AND APPROVALS IDENTIFIED IN THIS AGREEMENT, AND SUBMITS APPLICATIONS FOR DEVELOPMENT OF THE PROPERTY THAT ARE INCONSISTENT WITH SUCH PERMITS AND APPROVALS.

C. THIS AGREEMENT SHALL TERMINATE UPON THE EXPIRATION OF THE TERM IDENTIFIED IN SECTION 6 OR WHEN THE PROPERTY HAS BEEN FULLY DEVELOPED, WHICH EVER FIRST OCCURS, AND ALL OF THE DEVELOPER'S OBLIGATIONS IN CONNECTION THEREWITH ARE SATISFIED AS DETERMINED BY THE CITY. UPON TERMINATION OF THIS AGREEMENT, THE CITY SHALL RECORD A NOTICE OF SUCH TERMINATION IN A FORM SATISFACTORY TO THE CITY ATTORNEY THAT THE AGREEMENT HAS BEEN TERMINATED. THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AS TO ANY SINGLE-FAMILY RESIDENCE AND THE LOT OR PARCEL UPON WHICH SUCH RESIDENCE IS LOCATED, WHEN IT HAS BEEN APPROVED BY THE CITY FOR OCCUPANCY.

SECTION 18. EFFECT UPON TERMINATION ON DEVELOPER OBLIGATIONS. TERMINATION OF THIS AGREEMENT AS TO THE DEVELOPER OF THE PROPERTY OR ANY PORTION THEREOF SHALL NOT AFFECT ANY OF THE DEVELOPER'S OBLIGATIONS TO COMPLY WITH THE CITY COMPREHENSIVE PLAN AND THE TERMS AND CONDITIONS OR ANY APPLICABLE ZONING CODE(S) OR SUBDIVISION MAP OR OTHER LAND USE ENTITLEMENTS APPROVED WITH RESPECT TO THE PROPERTY, ANY OTHER CONDITIONS OF ANY OTHER DEVELOPMENT SPECIFIED IN THE AGREEMENT TO CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT, OR OBLIGATIONS TO PAY ASSESSMENTS, LIENS, FEES OR TAXES.

SECTION 19. EFFECTS UPON TERMINATION ON CITY. UPON ANY TERMINATION OF THIS AGREEMENT AS TO THE DEVELOPER OF THE PROPERTY OR ANY PORTION THEREOF, THE ENTITLEMENTS, CONDITIONS OF DEVELOPMENT, LIMITATIONS ON FEES AND ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL NO LONGER BE VESTED HEREBY WITH RESPECT TO THE PROPERTY AFFECTED BY SUCH TERMINATION (PROVIDED THAT VESTING OF SUCH ENTITLEMENTS, CONDITIONS OR FEES MAY THEN BE ESTABLISHED FOR SUCH PROPERTY PURSUANT TO THEN EXISTING PLANNING AND ZONING LAWS).

SECTION 20. ASSIGNMENT AND ASSUMPTION. THE DEVELOPER SHALL HAVE THE RIGHT TO SELL, ASSIGN OR TRANSFER THIS AGREEMENT WITH ALL THEIR RIGHTS, TITLE AND INTERESTS THEREIN TO ANY PERSON, FIRM OR CORPORATION AT ANY TIME DURING THE TERM OF THIS AGREEMENT. DEVELOPER SHALL PROVIDE THE CITY WITH WRITTEN NOTICE OF ANY INTENT TO SELL, ASSIGN, OR TRANSFER ALL OR A PORTION OF THE PROPERTY AT LEAST 30 DAYS IN ADVANCE OF SUCH ACTION.

SECTION 21. COVENANTS RUNNING WITH THE LAND. THE CONDITIONS AND COVENANTS SET FORTH IN THIS AGREEMENT AND INCORPORATED HEREIN BY THE EXHIBITS SHALL RUN WITH THE LAND AND THE BENEFITS AND BURDENS SHALL BIND AND INURE TO THE BENEFIT OF THE PARTIES, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS. THE DEVELOPER, LANDOWNER AND EVERY PURCHASER, ASSIGNEE OR TRANSFEREE OF AN INTEREST IN THE PROPERTY, OR ANY PORTION THEREOF, SHALL BE OBLIGATED AND BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND SHALL BE THE BENEFICIARY THEREOF AND A PARTY THERETO, BUT ONLY WITH RESPECT TO THE PROPERTY, OR SUCH PORTION THEREOF, SOLD, ASSIGNED OR TRANSFERRED TO IT. ANY SUCH PURCHASER, ASSIGNEE OR TRANSFEREE SHALL OBSERVE AND FULLY PERFORM ALL OF THE DUTIES AND OBLIGATIONS OF A DEVELOPER CONTAINED IN THIS AGREEMENT, AS SUCH DUTIES AND OBLIGATIONS PERTAIN TO THE PORTION OF THE PROPERTY SOLD, ASSIGNED OR TRANSFERRED TO IT.

SECTION 22. AMENDMENT TO AGREEMENT; EFFECT OF AGREEMENT ON FUTURE ACTIONS. THIS AGREEMENT MAY BE AMENDED BY MUTUAL CONSENT OF ALL OF THE PARTIES, PROVIDED THAT ANY SUCH AMENDMENT SHALL FOLLOW THE PROCESS ESTABLISHED BY LAW FOR THE ADOPTION OF A DEVELOPMENT AGREEMENT (SEE, RCW 36.70B.200). HOWEVER, NOTHING IN THIS AGREEMENT SHALL PREVENT THE CITY COUNCIL FROM MAKING ANY AMENDMENT TO ITS COMPREHENSIVE PLAN, ZONING CODE, OFFICIAL ZONING MAP OR DEVELOPMENT REGULATIONS AFFECTING THE PROPERTY DURING THE TERM OF THIS AGREEMENT, AS THE CITY COUNCIL MAY DEEM NECESSARY TO THE EXTENT REQUIRED BY A SERIOUS THREAT TO PUBLIC HEALTH AND SAFETY. NOTHING IN THIS DEVELOPMENT AGREEMENT SHALL PREVENT THE CITY COUNCIL FROM MAKING ANY AMENDMENTS OF ANY TYPE TO THE COMPREHENSIVE PLAN, ZONING CODE, OFFICIAL ZONING MAP OR DEVELOPMENT REGULATIONS RELATING TO THE PROPERTY AFTER TERMINATION OF THIS AGREEMENT.

SECTION 23. NOTICES. NOTICES, DEMANDS, CORRESPONDENCE TO THE CITY AND DEVELOPER SHALL BE SUFFICIENTLY GIVEN IF DISPATCHED BY PRE-PAID FIRST-CLASS MAIL TO THE FOLLOWING ADDRESSES:

IF TO THE DEVELOPER: IF TO THE CITY:

MCCORMICK CREEK LLC CITY OF GIG HARBOR
ATTN: TOM STURGEON ATTN: CITY ADMINISTRATOR
PO BOX 1800 3510 GRANDVIEW STREET
ORTING, WA 98360 GIG HARBOR, WA 98335

NOTICES TO SUBSEQUENT LANDOWNERS SHALL BE REQUIRED TO BE GIVEN BY THE CITY ONLY FOR THOSE LANDOWNERS WHO HAVE GIVEN THE CITY WRITTEN NOTICE OF THEIR ADDRESS FOR SUCH NOTICE. THE PARTIES HERETO MAY, FROM TIME TO TIME, ADVISE THE OTHER OF NEW ADDRESSES FOR SUCH NOTICES, DEMANDS OR CORRESPONDENCE.

SECTION 24. REIMBURSEMENT FOR AGREEMENT EXPENSES OF THE CITY. DEVELOPER AGREES TO REIMBURSE THE CITY FOR ACTUAL EXPENSES INCURRED OVER AND ABOVE FEES PAID BY DEVELOPER AS AN APPLICANT INCURRED BY CITY DIRECTLY RELATING TO THIS AGREEMENT, INCLUDING RECORDING FEES, PUBLISHING FEES AND REASONABLE STAFF, LEGAL AND CONSULTANT COSTS NOT OTHERWISE INCLUDED WITHIN APPLICATION FEES. SUCH PAYMENT OF ALL FEES SHALL BE MADE, AT THE LATEST, WITHIN THIRTY (30) DAYS FROM THE CITY'S PRESENTATION OF A WRITTEN STATEMENT OF CHARGES TO THE DEVELOPER. IN THE EVENT DEVELOPER FAILS TO PAY THE FEES WITHIN THE 30-DAY PERIOD, THE CITY MAY DECLARE THE DEVELOPER IN DEFAULT AND TERMINATE THIS AGREEMENT AFTER 30 DAYS WRITTEN NOTICE IF THE DEFAULT IS NOT TIMELY CURED.

SECTION 25. APPLICABLE LAW AND ATTORNEYS' FEES. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON. IF LITIGATION IS INITIATED TO ENFORCE THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES AND COSTS FROM THE NON-PREVAILING PARTY. VENUE FOR ANY ACTION SHALL LIE IN PIERCE COUNTY SUPERIOR COURT OR THE U.S. DISTRICT COURT FOR WESTERN WASHINGTON.

SECTION 26. THIRD PARTY LEGAL CHALLENGE. IN THE EVENT ANY LEGAL ACTION OR SPECIAL PROCEEDING IS COMMENCED BY ANY PERSON OR ENTITY OTHER THAN A PARTY OR A LANDOWNER TO CHALLENGE THIS AGREEMENT OR ANY PROVISION HEREIN, THE CITY MAY ELECT TO TENDER THE DEFENSE OF SUCH LAWSUIT OR INDIVIDUAL CLAIMS IN THE LAWSUIT TO DEVELOPER AND/OR LANDOWNER(S). IN SUCH EVENT, DEVELOPER AND/OR SUCH LANDOWNERS SHALL HOLD THE CITY HARMLESS FROM AND DEFEND THE CITY FROM ALL COSTS AND EXPENSES INCURRED IN THE DEFENSE OF SUCH LAWSUIT OR INDIVIDUAL CLAIMS IN THE LAWSUIT, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES OF LITIGATION, AND DAMAGES AWARDED TO THE PREVAILING PARTY OR PARTIES IN SUCH LITIGATION. THE DEVELOPER AND/OR LANDOWNER SHALL NOT SETTLE ANY LAWSUIT WITHOUT THE CONSENT OF THE CITY. THE CITY SHALL ACT IN GOOD FAITH AND SHALL NOT UNREASONABLY WITHHOLD CONSENT TO SETTLE.

SECTION 27. SPECIFIC PERFORMANCE. THE PARTIES SPECIFICALLY AGREE THAT DAMAGES ARE NOT AN ADEQUATE REMEDY FOR BREACH OF THIS AGREEMENT, AND THAT THE PARTIES ARE ENTITLED TO COMPEL SPECIFIC PERFORMANCE OF ALL MATERIAL TERMS OF THIS DEVELOPMENT AGREEMENT BY ANY PARTY IN DEFAULT HEREOF.

SECTION 28. SEVERABILITY. IF ANY PHRASE, PROVISION OR SECTION OF THIS AGREEMENT IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, OR IF ANY PROVISION OF THIS AGREEMENT IS RENDERED INVALID OR UNENFORCEABLE ACCORDING TO THE TERMS OF ANY STATUTE OF THE STATE OF WASHINGTON WHICH BECAME EFFECTIVE AFTER THE EFFECTIVE DATE OF THE ADOPTING RESOLUTION, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS AGREEMENT.

SECTION 29. TERMINATION AND REPLACEMENT OF PRIOR DEVELOPMENT AGREEMENT. THE DEVELOPMENT AGREEMENT RECORDED AT PIERCE COUNTY AUDITOR'S FILE NO. 201004290173, AS AMENDED BY THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED AT PIERCE COUNTY AUDITOR'S FILE NO. 201006290783, IS HEREBY TERMINATED, AND THIS DEVELOPMENT AGREEMENT REPLACES AND SUPERSEDES THE PROVISIONS OF THAT AGREEMENT.

AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND MCCORMICK CREEK LLC FOR THE MCCORMICK CREEK DEVELOPMENT:

1. SECTION 1. THE PROJECT. SECTION 1 OF THE DEVELOPMENT AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. THE PROJECT. THE PROJECT IS THE DEVELOPMENT AND USE OF THE PROPERTY CONTEMPLATED IN THIS AGREEMENT. THE PRELIMINARY PLAT AND PRD APPLICATION AND HEARING EXAMINER DECISION DESCRIBES/ORIGINALLY DESCRIBED THE PROJECT AS A PRELIMINARY PLAT AND PLANNED RESIDENTIAL DEVELOPMENT RESULTING IN A TOTAL OF 185 LOTS, 18 INDIVIDUAL WETLAND, STORMWATER AND OPEN SPACE TRACTS AND ASSOCIATED ROADS. ONE HUNDRED EIGHTY TWO AS REVISED, AND IN ADDITION TO THE WETLAND, STORMWATER, OPEN SPACE TRACTS AND ASSOCIATED ROADS, THE PROJECT NOW RESULTS IN 160 LOTS, WITH 157 OF THE LOTS ARE PROPOSED TO BE RESIDENTIAL, AND THREE OF THE LOTS ARE PROPOSED TO BE NON-RESIDENTIAL: ONE FOR OFFICE USE, ONE FOR A MINI-STORAGE TYPE OF DEVELOPMENT TO SERVE THE RESIDENTS OF THE PLAT, AND ONE LOT THAT CONTAINS AN EXISTING CHURCH.

SECTION 4. EXHIBITS. SECTION 4 IS HEREBY AMENDED TO DELETE EXHIBIT B AND REPLACE IT WITH EXHIBIT B-1, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SECTION 6. TERM OF AGREEMENT. SECTION 6(G) OF THE DEVELOPMENT AGREEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:

G. DEVELOPER ACKNOWLEDGES AND AGREES THAT THE EXISTING SOCCER FIELDS LOCATED ON THE AREA IDENTIFIED AS PHASE 3 PHASE 1 ON EXHIBIT B EXHIBIT B-1 SHALL BE KEPT OPEN TO PENINSULA ATHLETIC ASSOCIATION USE FOR A MINIMUM OF 2 YEARS FROM THE EFFECTIVE DATE OF THIS AGREEMENT UNTIL AT LEAST THE END OF THE 2015 OUTDOOR SOCCER SEASON.

4. SECTION 11. FINANCING OF PUBLIC FACILITIES. SECTIONS 11(A) AND 11(C) OF THE DEVELOPMENT AGREEMENT ARE HEREBY AMENDED TO READ AS FOLLOWS:

A. DEVELOPER ACKNOWLEDGES AND AGREES THAT IT SHALL PARTICIPATE IN THE GRANTING OF A NON-EXCLUSIVE WETLAND AND PUBLIC USE EASEMENT OVER ALL OF THE AREAS SHOWN AS TRACT I AND J ON EXHIBIT B.

THE EASEMENT OVER THE AREAS SHOWN AS TRACT I AND TRACT J SHALL BE DEDICATED TO THE CITY WITHIN 60 DAYS OF THE EFFECTIVE DATE OF THE ADOPTING RESOLUTION APPROVING THIS AGREEMENT.

THE CITY ACKNOWLEDGES THAT PORTIONS OF TRACT I CONTAIN AN EXISTING VEHICULAR ACCESS EASEMENT THAT WILL REMAIN UNTIL ROAD 1 IS COMPLETE. THE DEVELOPER SHALL REMOVE AND RELOCATE THE EXISTING VEHICULAR ACCESS NO LATER THAN SEPTEMBER 15, 2014 CONSISTENT WITH THE PLANS SET FORTH IN DEVELOPER'S CLEAR AND GRAD PERMIT #EN-14-0011 ISSUED ON JUNE 4, 2014. THE DEVELOPER HEREBY ACKNOWLEDGES THAT SUCH RELOCATION IS NECESSARY AS THE CITY WILL BE CONSTRUCTING THE CUSHMAN TRAIL PHASE 4. IN THE EVENT DEVELOPER FAILS TO MOVE THE ROAD IN A TIMELY MANNER AND SUCH FAILURE CAUSES THE CITY TO SUFFER CONSTRUCTION DELAY DAMAGES OR OTHER DAMAGES, THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO THE CITY'S REASONABLE ATTORNEYS FEES ASSOCIATED WITH SUCH DAMAGES.

THE DEVELOPER ACKNOWLEDGES THAT WETLAND MITIGATION FOR ROAD 1 IMPROVEMENTS WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY AND MUST BE COMPLETED PRIOR TO RECORDING THE FINAL PLAT FOR PHASE 1. THE CITY'S EASEMENT OVER TRACTS I AND J SHALL NOT RESTRICT THE DEVELOPER'S PLANS FOR WETLAND MITIGATION OF ROAD 1 AS DEPICTED IN THE APPROVED CONCEPTUAL WETLAND MITIGATION PLANS.

THE DEVELOPER ACKNOWLEDGES THAT THE WETLAND MONITORING AND MAINTENANCE WILL CONTINUE TO BE THE DEVELOPER'S RESPONSIBILITY UNTIL SUCH TIME THAT THE WETLANDS ARE DEEDED TO THE CITY.

C. WITHIN 90 DAYS OF FINAL PLAT RECORDING FOR PHASE 3 PHASE 3, DEVELOPER SHALL GRANT FEE OWNERSHIP OF TRACT J TO THE CITY.

SECTION 13. PHASING OF DEVELOPMENT. SECTIONS 13(B) AND 13(D) OF THE DEVELOPMENT ARE HEREBY AMENDED TO READ AS FOLLOWS:

B. PHASING.

1. PHASE 1:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT ROAD 1 FROM BURNHAM DRIVE TO THE INTERSECTION OF ROAD 8 AND DEDICATE THIS ROADWAY TO THE CITY. THE DEVELOPER SHALL DEDICATE ALL OF ROAD 1 AS SHOWN ON EXHIBIT B EXHIBIT B-1, INCLUDING ANY PORTION REMAINING UNDEVELOPED AS PART OF THE PHASE 1 IMPROVEMENTS, TO THE CITY. THE DEVELOPER SHALL CONSTRUCT ROAD 4 AND ROAD 5 AND DEDICATE THEM TO THE CITY. THE DEVELOPER SHALL DESIGN AND CONSTRUCT LEFT TURN LANE IMPROVEMENTS, AS ACCEPTABLE TO THE CITY, ON BURNHAM DRIVE. THE DEVELOPER SHALL COMPLETE THE REQUIRED WETLAND MITIGATION NECESSARY FOR THE CONSTRUCTION OF ROAD 1, PER THE HEARING EXAMINER DECISION (EXHIBIT E). DEVELOPER SHALL CLEAR AND ROUGH GRADE THE REMAINDER OF ROAD 1 (AS SHOWN ON EXHIBIT B EXHIBIT B-1) FROM THE EASTERLY PROPERTY LINE OF THE PROPERTY TO THE IMPROVED SECTION OF ROAD 1. THE CLEARED AND ROUGH GRADED SECTION OF ROAD 1 SHALL BE SIGNED BY THE DEVELOPER "FUTURE ROAD CONNECTION TO HARBOR HILL DRIVE".

THE LEFT TURN LANE IMPROVEMENTS AND REQUIRED WETLAND MITIGATION FOR ROAD 1 ARE CURRENTLY BEING SATISFIED DURING CONSTRUCTION IN ACCORDANCE WITH THE APPROVED ENGINEERING AND WETLAND MITIGATION PLANS FOR PHASE 1. THE CLEARED AND ROUGH GRADED SECTION OF ROAD 1 WILL BE SIGNED "FUTURE ROAD CONNECTION TO HARBOR HILL DRIVE."

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF A WATER LINE FROM BURNHAM DRIVE TO THE PROPOSED LOTS WITHIN PHASE 1.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE FROM BURNHAM DRIVE TO PROPOSED LOTS WITHIN PHASE 1.

d. UTILITIES. THE DEVELOPER SHALL CONSTRUCT THE PHASE 1 STORM FACILITY SHOWN ON THE PLANS AS TRACT A, AND ALL ASSOCIATED APPURTENANCES PER THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET"). THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE.

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT PHYSICAL IMPROVEMENTS AND THE PUBLIC TRAIL LINKING THE PARK TO THE CUSHMAN TRAIL AND THE ADJACENT LITTLE LEAGUE FIELDS. THE DEVELOPER SHALL CONSTRUCT PHYSICAL IMPROVEMENTS TO OPEN SPACE TRACTS B-E, F, J AND Q-B, C, D, E, AND H, AS SHOWN IN THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET").

2. PHASE 2:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT AND DEDICATE TO THE CITY ROADS 6, 7, 8 AND 9, AND THE REMAINDER OF ROAD 1.

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE WATER LINE TO THE PROPOSED LOTS WITHIN THE PHASE.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE TO PROPOSED LOTS WITHIN THE PHASE.

d. UTILITIES. THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE.

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS, AS SHOWN IN THE PRELIMINARY PLAN SET, TO TRACTS I, K, L, M, N AND O.

3. PHASE 3:

a. STREET IMPROVEMENTS. THE DEVELOPER SHALL CONSTRUCT AND DEDICATE TO THE CITY ROADS 2 AND 3.

b. POTABLE WATER AND FIRE FLOW FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE WATER LINE TO THE PROPOSED LOTS WITHIN THE PHASE.

c. SEWER FACILITIES. THE DEVELOPER SHALL CONSTRUCT AN EXTENSION OF THE SEWER LINE TO PROPOSED LOTS WITHIN THE PHASE.

d. UTILITIES. THE DEVELOPER SHALL EXTEND OTHER UTILITIES AS NECESSARY TO THE PROPOSED LOTS WITHIN THE PHASE. DEVELOPER SHALL CONSTRUCT THE STORM FACILITY SHOWN ON THE PLANS AS TRACT Q, AND ALL ASSOCIATED APPURTENANCES PER THE PRELIMINARY PLAN SET ATTACHED AS EXHIBIT 2 TO THE HEARING EXAMINER DECISION (THE "PRELIMINARY PLAN SET").

e. PARKS AND OPEN SPACE. THE DEVELOPER SHALL CONSTRUCT IMPROVEMENTS, AS SHOWN IN THE PRELIMINARY PLAN SET, TO OPEN SPACE TRACTS E, J, P, AND R AND S.

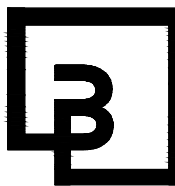
D. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE UNDERLYING APPROVAL FOR THE MCCORMICK CREEK PRELIMINARY PLAT PRELIMINARY PLAN SET, THE CITY OF GIG HARBOR PUBLIC WORKS STANDARDS AND ENGINEERING INDUSTRY STANDARDS APPROVED BY THE CITY OF GIG HARBOR. CONSTRUCTION OF THE STREET, POTABLE WATER, SEWER AND UTILITY IMPROVEMENTS SHALL NOT BE CONSIDERED COMPLETE UNTIL THE IMPROVEMENTS HAVE BEEN ACCEPTED BY THE CITY IN WRITING. PHASES REFERRED TO ABOVE ARE TO BE AS SHOWN ON THE PHASING PLAN, ATTACHED AS EXHIBIT B EXHIBIT B-1 TO THIS AGREEMENT.

6. SECTION 14. DEDICATION OF PUBLIC LANDS. SECTION 14(A) OF THE DEVELOPMENT AGREEMENT IS HEREBY ELIMINATED.

7. SECTION 23. NOTICES. SECTION 23 OF THE DEVELOPMENT AGREEMENT IS HEREBY AMENDED TO UPDATE THE DEVELOPER INFORMATION AS FOLLOWS:

MCCORMICK CREEK LLC
ATTN: BRYAN STOWE
PO BOX 1054
SUMNER, WA 98390

JOB NO. 14830



Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

SW1/4 OF NW1/4 AND NW1/4 & NE1/4 OF SW1/4, SEC. 31,
T22N-R2E, W.M., GIG HARBOR, PIERCE COUNTY, WA

SHEET 11 OF 11