



Development Agreement

AS OF: ~~13 MAY 2021~~ ~~28 May 2021~~ ~~24 June 2021~~ ~~18 August 2021~~

04 November 2021

DRAFT

Parties. The Parties to this Development Agreement (Agreement) are the City of Puyallup (City), a municipal corporation in the State of Washington, and East Town Crossing LLC, ~~Ash Investments, LLC~~ (Developer), doing business through Greg Helle.

RECITALS

A. Developer is the owner of certain real property located in the City of Puyallup. The real property is [number] acres and is comprised of [seven] parcels (collectively, Property), [0420264021; 0420264053; 0420264054; 0420351066; 0420351030; 0420351029; 0420351026], at the southeast intersection of Shaw Road SE and Pioneer Way E. The abbreviated legal descriptions for the four parcels accompany this Agreement as Exhibit C.

B. The Developer applied for a Comprehensive Plan amendment in 2016, in order to modify two parcels from their prior designation of AOC/CG to HDR/RM-20, in order to include multi-family residential housing product in combination with a commercial development proposal.

C. The Planning Commission reviewed the requested Comprehensive Plan amendment application, held a duly noticed public hearing on July 27, 2016, and recommended approval of said request.

D. The City Council held a duly notice public hearing on November 15, 2016. Following that hearing, Council approved the requested land use map amendment but deferred the associated zoning designation amendment until such time as a development agreement was proposed and approved related to the allowable location of road service uses and allowable density for multi-family residential units.

E. The City Council approved all zoning changes on [redacted] an [redacted].

F. Based on the above all required Zoning has been approved and is in effect.

Now, therefore, pursuant to PMC 1.15 and RCW 36.70B.170–36.70B.210, the Parties agree as follows:

FINDINGS

The City Council adopts the forgoing recitals as its general findings, and finds that the development proposal substantially satisfies the goals, objectives, and requirements of PMC 1.15. Accordingly, the City Council authorizes the City Manager to execute this Agreement.

AGREEMENT

- 1. Warranty of Ownership Authority.** East Town Crossing, LLC warrants that it is the owner of the Property described in Exhibit A. Developer, through and including

its undersigned representative, warrants that it is fully authorized to enter into this Agreement, and to bind the Property accordingly.

2. Project:

Development of 10.70 Acres on the North East corner of Shaw and Pioneer.

The development will consist of 2 commercial lots, as listed below.

The following are other specific items to better describe the overall project:

Multi Family Lot:

- Site Area: 361,499.00 sf; 8.30 acres
- Buildings: 8 multi-family building, 3-stories, a mix of 1- and 2- bedrooms plus 1 clubhouse with pool and managers unit
- Unit Count: 193
- Parking Count: 410

Commercial Lot #1:

- Site Area: 28,824.00 sf; 0.66 acres
- Buildings: 1
- Unit Count: 2
- Parking Count: 48

Commercial Lot # 2:

- Site Area: 50,886.00 sf; 1.17 acres
- Buildings: 1
- Unit Count: 1
- Parking Count: 26

Access:

- Shaw Road, Access from existing Traffic Signal
- Pioneer Way, Access from new Commercial Access

Phasing:

- Phase 1: Start 1 June 2022, 30 Months for the full build out. Multi-Family Site Construction and Building Construction
- Phase 2: Start 1 May 2022, 30 Months for the full build out. Commercial Build Out
- NOTE: Depending on the Market Phase 1 and Phase 2 may be combined.

BENEFITS TO THE COMMUNITY:

1. Installation of the new joint use trail on Shaw Road totaling 13,694 sf.
Installation of the new joint use trail on Shaw Road will total 13,694 square feet of new safe and walkable surface for pedestrians and residents to enjoy. The Shaw Road trail provides walkable access along the frontage of the project connecting to the Shaw Pioneer intersection for better connection to existing development and the greater City of Puyallup road network.

2. New dedication of additional 11,003 sf right of way on Shaw Road
The road will be widened to meet additional future city expansion as prescribed by City of Puyallup. Please see the right of way exhibit plans (Exhibit D1).
3. New dedication of additional 13,772 sf right of way on Pioneer Way
The road will be widened to meet additional future city expansion as prescribed by City of Puyallup. Please see the right of way exhibit plans (Exhibit D1).
4. Extension of sanitary sewer from Shaw Road to support possible service to the North East Property line for future development to the East.
Although this is not a city requirement the developer is planning on installing sanitary sewer pipes with increased depth pipe size and liner footage to allow for future development to the east if needed. Thus, providing additional infrastructure for City of Puyallup future development.
5. Pioneer Road Frontage ½ street Improvements (Curb, Gutter, Landscape, Sidewalks Street Lighting and Center turn lane) from the Intersection of Shaw Road and Pioneer to the east, just passed the east radius of the new commercial entrance.
The road will be widened to meet additional future city expansion as prescribed by City of Puyallup. Please see the right of way exhibit plans. The additional improvements will be for vehicular and pedestrian traffic (Exhibit D1).
6. Needed added housing supply in the East end of the City of Puyallup.
As the Pierce County real estate market continues to boom, the challenges regarding housing have become more substantial. The amount of housing currently available to residents is not sufficient to meet demand. Market rate apartments at this location, the intersection of Shaw Road and Pioneer Way, will aid in reducing the housing strain and tie together the City of Puyallup's recent development projects in the vicinity.

Some nearby private and public investments that will benefit and be utilize from this development include:

- *Pioneer Crossing development (Safeway, and other nearby commercial businesses).*
- *Farm 12*
- *Shaw Road Bridge*
- *Shaw Road Improvements*
- *Foothills Trail*
- *Puyallup and Sumner Sounder Stations:*
 - *Puyallup Station, 2.2 miles from East Town Crossing*
 - *Sumner Station, 1.4 miles from East Town Crossing*

This development will bolster residential needs and become a place for people to enjoy the best Puyallup has to offer while being an ideal location for commuters. Comparable and recent complexes would be Linden Lane and River Trail Apartments. Those complexes were constructed between 2005 and 2011 and have little to no units available for rent.

Adding the East Town Crossing Apartments will create a symbiotic relationship with the neighboring developments and ultimately benefit housing within the City of Puyallup.

7. Shaw Road signal upgrade and pedestrian crosswalk.
The development will provide access from Pioneer Crossing to the new joint use trail via new sidewalks and controlled pedestrian signal lights meeting handicap and pedestrian accessibility.
8. Willing to extend the joint use path in from the Parcel to the south, Parcel # 0420351025.
In addition to the joint use path on the west side of east town crossing the developer also is willing to extend the path farther south thus, increasing the linear footage of the joint use path that per City of Puyallup will continue all the way up Shaw Road in the future.
9. Individual bike storage for each unit.
In addition to the many bicycle parking areas provided throughout the site, each apartment building also provides a private and secure storage closet so that tenants do not need to bring their bikes into their units. On each floor of every apartment unit, there is one bicycle storage closet for each of the eight apartments units on that floor.
10. Covered school bus stop for children.
A large, centrally located covered area is provided to serve several different uses. One of the primary purposes of the structure is to provide a covered area for school bus pick up and drop off for students. There will also be mailboxes and a trash and recycling station under the structure. Please see Exhibit D2.
11. A covered bus stop will be installed with the intention of connecting to future public community bus services.
A large, centrally located covered area is provided to serve several different uses. One of the primary purposes of the structure is to provide a covered area for school bus pick up and drop off for students. There will also be mailboxes and a trash and recycling station under the structure. Please see Exhibit D2.
12. Covered carports for handicap parking and general parking.
Each apartment has an adjacent carport that provides weather protection for at least 8 parking stalls. There is at least 1 ADA stall, including the adjacent maneuvering aisle, that will be protected by the canopy. In addition, each carport will provide electric vehicle charging stations. Please see Exhibit D3.
13. Central covered mail drop-off and pick up area.
A large, centrally located covered area is provided to serve several different uses. One of the primary purposes of the structure is to provide a covered area for mail services, in a central location. The structure is large enough that a delivery kiosk (i.e. Amazon lockers, etc.) could also be provided in the future. Please see Exhibit D2.
14. Electric vehicle charging stations. (300% more than required by code, code requires 6 ea. we are providing 18 ea.)
Each apartment has an adjacent carport that provides weather protection for at least 8 parking stalls. Solar (PV) power is a DC output, when used with commercial EV charging systems, it provides a direct DC supply to the vehicles' DC Battery – this is very efficient and preferred over AC to DC inverting because of the energy lost during the rectification process (there is always power loss due to heat and what is called the “ripple effect” when doing the rectification from AC to DC. Please see Exhibits D3 and D4.

15. Low Impact Landscape Techniques will be utilized for the project.
The landscaping for the East Town Crossing project includes a highly adaptive, yet ornamental landscape planting palette with a residential feel.

The intent of the Type II Landscape Buffer is “to provide a high-quality landscape along street frontages to complement development and street scape character.” Type II Landscape Buffer requires that trees be spaced at 30 in center with a mix of evergreen and deciduous shrubs to provide minimum 75% visual separation of up to 4.5 feet above finish grade within 3 years. Shrub masses and groundcover shall provide 75% ground area coverage within 3 years. Shrubs are to be spaced 5-7 on center and groundcovers to be spaced at 18”-36” on center. No turf grass is to be utilized within the buffer.

All deciduous trees are required to be 1” caliper, evergreen trees 6’ in height, shrubs two gallon in size, and groundcovers 1 gallon in size at time of planting.

With the proposed reduction of Type II Landscape Buffer width, the Owner proposes an enhance planting at the landscape buffers as follows:

- a) Plant trees closer at 25’ on center spacing instead of required 30’,*
- b) Plant shrubs at 4’ on center spacing instead of 5-7’,*
- c) Deciduous tree size to be 2” caliper size instead of required 1” caliper size,*
- d) Evergreen tree size to be 8’ height instead of required 6’,*
- e) Shrub minimum size of 3 gallon instead of required 2 gallon.*

With these proposed enhancements, the reduced buffer will meet the intent of the Type II Landscape Buffer and exceed the minimum planting criteria. In addition, along Shaw Road, we are also proposing a bench for public use along the shared use trail. The bench will be located on the East Town property, adjacent to the R-O-W.

16. Future Commercial Pads to bring amenities to the public.
Future Commercial Pads intended on bringing amenities to residents of the East Town Crossing apartments and the City of Puyallup residents. Commercial pads will provide greater commercial options to commuters through this area and residents who would otherwise be required to travel further away to access similar amenities.
17. Low Impact development including pervious pavement.
The project will have many aspects of low impact development including pervious surface, solar lighting, solar power, and drought resistant planning to save water, energy, and natural resources. Please see Exhibit D4.
18. Payment of Traffic fees totaling an estimated \$ 599,400.00.
19. Payment of Stormwater fees totaling an estimated \$ 677,528.00.
20. Payment of Sanitary Sewer fees totaling an estimated \$ 832,340.00.
21. Payment of Water fees totaling an estimated \$ 611,907.50.
22. Payment of Park and Recreational fees totaling an estimated \$ 638,454.00.
23. Payment of School Impact fees totaling an estimated \$ 582,970.00.
24. Pedestrian joint use resting areas. Bench for people using the joint use trail.
A bench will be provided along Shaw Road, on the property, adjacent to the new extension

of the public, joint use trail.

25. Solar power renewable energy resource.

Solar (PV) power generation provides a renewable and no emission source of energy. When added to the grid, it supplies stable storage and assists both the consumer, and the grid operator with an efficient supply and ready to use power. Please see Exhibit D4.

26. Increase in open space area from 30% (multi-family lot: 367,499.00 sf; 108,460.00 to 168,799 sf which is 30%).

The project is required to provide 30% open space area which is 108,460 square feet. The project proposes approximately 168,779 square feet of open space which is 44% of the property. Open spaces include gardens, large and small, are located throughout the site. Gardenesque courtyards with art sculptures, abundant seating opportunities including benches and picnic tables, playground equipment, and exercise stations are provided to encourage outdoor use by residents. A dog run, a sports court and a swimming pool with a spa are also proposed. Please see Exhibits D5 and D6.

3. Development Standards. The Projects shall be governed by all applicable City, State and Federal development standards that are in effect at the time that this Agreement is approved by the City Council, except to the extent that any development standards identified herein differ from City development standards. Where the development standards set forth herein differ from City standards that are in effect at the time that this Agreement is approved by the City Council, the development standards in this Agreement shall supersede contrary or inconsistent City standards that would otherwise apply under the Puyallup Municipal Code. The specific development standards and related provisions are as follows:

A. Permitted uses.

I. Road services uses. As defined in PMC 20.15, road service uses may be located closer than 300 feet of the intersection of Shaw Road/Pioneer Way, however said uses shall not be located as the first structure at the corner of the site. A fueling station may be located along the Shaw Road frontage, with any convenience store structure of greater visual prominence relative to the fueling tanks.

ii. Multi-family housing. shall be permitted in stand-alone, residential structures.

B. Density. The allowable unit density of the multi-family residential units shall be as defined within the Shaw-East Pioneer Overlay Zone (PMC 20.46), based on the acreage of the entire development site, targeting at least 193 units, with flexibility as to requirements or the ratio or location of commercial uses.

C. Design.

I. Road service uses. PMC 20.26.300 shall apply.

ii. Multi-family housing. PMC 20.26.200 shall apply.

D. Landscaping. Frontage should include a Type II landscape treatment, as defined in the vegetation management standards.

E. Pedestrian access. Shaw Road frontage improvements shall include a shared use path designed to engineering standards, to accommodate required bicycle and

pedestrian facilities and facilitate connection between the JEB-III-Link to the north and future Shaw Road shared use path to the south.

REQUEST CODE MODIFICATIONS:

1. Reduction of landscape area from ~~12~~ 15 ft to 10 ft on the projects West Property Line.

Reduction of Type II Landscape Buffer

The intent of the Type II Landscape Buffer is “to provide a high-quality landscape along street frontages to complement development and street scape character.” Type II Landscape Buffer requires that trees be spaced at 30 in center with a mix of evergreen and deciduous shrubs to provide minimum 75% visual separation of up to 4.5 feet above finish grade within 3 years. Shrub masses and groundcover shall provide 75% ground area coverage within 3 years. Shrubs are to be spaced 5-7 on center and groundcovers to be spaced at 18”-36” on center. No turf grass is be utilized within the buffer.

All deciduous trees are required to be 1” caliper, evergreen trees 6’ in height, shrubs two gallon in size, and groundcovers 1 gallon in size at time of planting.

With the proposed reduction of Type II Landscape Buffer width, the Owner proposes an enhance planting at the landscape buffers as follows:

- f) *Plant trees closer at 25’ on center spacing instead of required 30’,*
- g) *Plant shrubs at 4’ on center spacing instead of 5-7’,*
- h) *Deciduous tree size to be 2” caliper size instead of required 1” caliper size,*
- i) *Evergreen tree size to be 8’ height instead of required 6’,*
- j) *Shrub minimum size of 3 gallon instead of required 2 gallon.*

With these proposed enhancements, the reduced buffer will meet the intent of the Type II Landscape Buffer and exceed the minimum planting criteria. In addition, along Shaw Road, we are also proposing a bench for public use along the shared use trail. The bench will be located on the East Town property, adjacent to the R-O-W.

2. Elimination of ½ Street improvements on Pioneer Way east from the new entrance on Pioneer Way to the end of the property on Pioneer Way to the east.

The proposed project will construct improvements up to the entrance. From the entrance further east, no improvement will be done thus eliminating non safe vehicle and pedestrian access. Due to the fact that future development is not feasible based on Williams gas pump station and property.

- ~~• Reduction of building setback on the North East Corner of the project on Pioneer Way E and up against the Williams pipeline property from 25 ft to 10 ft and elimination of the 3rd story setback.~~

~~Reduction of the building setback distances and elimination of the third story setback requirement, allows for an efficient increase in density. At a time when there is a severe shortage of housing options of this type in the City of Puyallup, this would be a great opportunity to increase the density without negatively impacting the adjacent properties and provide more housing. The current setback requirements have a significant impact on the number of apartments that the project can provide. Upper story setbacks also impact the cost of the buildings which then translates into higher rent costs. Additionally, a 72 ft wide natural gas pipeline easement, owned and maintained by Williams Companies, Inc., diagonally cuts through the adjacent properties. Furthermore, there is a proposed wetland mitigation buffer easement that extends 25 feet onto the East Town property and continues an additional 60 feet onto the neighboring property. Taking this into consideration, the adjacent lots can never be developed in line with the intent of the currently designated RS-10 (residential) zone and any future land use of Low Density Residential (LDR). The reduction of the setback distances ensures for the efficient increase in density to take advantage of the limited available space for the benefit of the communities housing future housing needs.~~

- ~~• Reduction of landscape area from 12 ft to 10 ft on the projects East Property Line.~~

~~Reduction of Type II Landscape Buffer~~

~~The intent of the Type II Landscape Buffer is “to provide a high quality landscape along street frontages to complement development and street scape character.” Type II Landscape Buffer requires that trees be spaced at 30 in center with a mix of evergreen and deciduous shrubs to provide minimum 75% visual separation of up to 4.5 feet above finish grade within 3 years. Shrub masses and groundcover shall provide 75% ground area coverage within 3 years. Shrubs are to be spaced 5-7 on center and groundcovers to be spaced at 18”-36” on center. No turf grass is be utilized within the buffer.~~

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~~With the proposed reduction of Type II Landscape Buffer width, the Owner proposes an enhance planting at the landscape buffers as follows:~~

- ~~k) Plant trees closer at 25’ on center spacing instead of required 30’;~~
- ~~l) Plant shrubs at 4’ on center spacing instead of 5-7’;~~
- ~~m) Deciduous tree size to be 2” caliper size instead of required 1” caliper size;~~
- ~~n) Evergreen tree size to be 8’ height instead of required 6’;~~
- ~~o) Shrub minimum size of 3 gallon instead of required 2 gallon.~~

~~With these proposed enhancements, the reduced buffer will meet the intent of the Type II Landscape Buffer and exceed the minimum planting criteria. In addition, along Shaw Road, we are also proposing a bench for public use along the shared use trail. The bench will be located on the East Town property, adjacent to the R-O-W.~~

- ~~● Review the Multi Family Phase 1 and Phase 2 of the Project at the same time.~~

3. Zoning Density increase

~~The proposed zoning density equals and matches the previous approved development agreement. The previous approved development agreement included less parcels, with addition of 3 new parcels the previous density remains the same, but numbers increase since 3 additional properties were added.~~

- ~~● Change Shared use path concrete from stamped to broom finish.~~
- ~~● 10-year Multi-Family Tax Exemption.~~
- ~~● Footprint deviation from the 'courtyard' concept requirement.~~

4. 8-ft (versus 12-ft) wide peninsulas/islands every 10 (versus 8) stalls.

~~This request allows us to achieve a more efficient parking layout that ultimately allows more vehicle parking. 8-ft landscape peninsulas and islands are more than sufficient to provide the necessary amount of green, open space to break up a maximum of 10 parking stalls in a row. In conjunction with this, the project also proposes to provide more open space than is required. Note that Silva cells are required under all internal parking stalls so the reduction in width should not impact the landscaping in these areas.~~

- ~~● Consolidated recycle areas.~~
- ~~● Allow 4 parking stalls on the north property area west of building to be allowed within the right of way set back and landscape areas.~~
- ~~● Allow the parking stalls on the east property area in the buffer / landscape areas.~~

~~To mitigate the impact of the ditch buffer on the current design, we are proposing that the adjacent, standard sized, perpendicular parking stalls are 16-ft deep. Landscaping in this area will allow 2-ft of the car to overhang the ditch buffer. Furthermore, the adjacent drive aisle is 26 feet wide.~~

- ~~● Sidewalk to meander around existing power pole on Pioneer Way.
Based on the existing high voltage power lines on Pioneer the new sidewalk will meander around power poles to provide pedestrian and handicap access without interfering with the high voltage power pole system.~~
- ~~● Parking requirements deviation from 2 parking totals per unit to 1.8 parking stalls per unit.~~

5. Elimination/reduction of the building design variety footprint specifications.

The proposed development features eight buildings based on three different types. We request that the building footprints as designed on the site plan be allowed due to the unique layout of the site. Each of the three building types can be seen from the road and any copied buildings are behind them and not visible from the road. We plan to do extensive modulation, including but not limited to changes in cladding material, and color schemes to allow for a wide variety in how the buildings will be perceived to meet this reduction of the building design variety.

6. Reduction in Traffic, Stormwater, Sanitary Sewer, Water, ~~and Park~~ and Park and Recreational fees.

4. Compliance with Laws and Regulations. The Parties shall comply with all applicable laws, ordinances, and regulations, and all rulings from any and all authorities having jurisdiction.

5. Disclosure upon Transfer. Applicant agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or transaction affecting the Property, Applicant shall disclose the existence of this Agreement to the interested party.

6. Termination and Expiration. This Agreement shall terminate or expire and be of no legal force or effect once its substantive provisions have been completed.

7. Covenant. Not applicable.

8. Party Consultation. In event of a dispute concerning this Agreement, Developer and City shall meet within a reasonable time after request from either party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a future date in order to include other parties or persons, to obtain additional information, or for other purposes.

9. Petition and Appeal. In the event that a dispute is not resolved through party consultation, the Developer or the City may seek relief before the City's Hearing Examiner. An aggrieved party may appeal the decision of the Hearing Examiner to the Pierce County Superior Court, as may be allowed by law and court rules.

10. Recording. This Agreement shall be recorded with the Pierce County Auditor by the Developer.

11. Law/Venue. The venue for any legal action arising from this Agreement shall be Pierce County, Washington, and that this Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington.

12. Assignment. The Developer shall not assign or transfer this Agreement or any

portion of the interests, rights and obligations under this Agreement to other parties without the express written consent of the City. The City, in its discretion, shall be entitled to maintain, assign, transfer or terminate this Agreement, in whole or in part, or any portion of the interests, rights and obligations under this Agreement, to a successor or assign of the parties.

13. Non-waiver. The failure of the City to require Developer's strict compliance with the terms of this Agreement shall not constitute or be construed as a waiver or relinquishment of the City's right thereafter to enforce any such term, but the same shall continue in full force and effect.

14. Time. Time is of the essence for the performance of every term of this Agreement.

15. Remedies. The rights and remedies of each party set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to such party in law or in equity.

16. Hold Harmless & Indemnity. The Developer shall indemnify, defend and hold harmless the City and its predecessors and successors in interest, its principals, agents and assigns, for, from and against all awards, judgments or other assessments for liability, loss, damages, costs and expenses, or other remedies, that arise or have as their origin any claims or demands for personal injury, property damage, death or any tort, or any claim of any kind or nature whatsoever, to the extent that such claim or demand is the result of, in whole or in part, the acts or omissions of Developer or its principles, agents, associates, licensees or invitees.

17. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted unless such invalidity or unenforceability destroys the purpose and intent of this instrument.

18. Modification. This Agreement shall not be modified or amended except by express written agreement of the Parties. However, the City expressly reserves authority under RCW 36.70B.170(4) to impose new or different regulations to the limited extent required by a serious threat to public health and safety.

19. Integration. This document constitutes the entire agreement between the Parties. Except as provided for herein, there are no other verbal or written contracts or understandings which modify or add to this Agreement.

20. Duty of Good Faith. The Parties shall cooperate with each other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold information. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement.

21. No Presumption against Drafter. No presumption or rule that ambiguity shall be

construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

22. Notices. Any notice that is required or permitted to be given by the Parties under this Agreement shall be sent by mail through the U.S. Postal Service, postage prepaid, to, or personally served on:

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.



Development and Permitting
Services Director
City of Puyallup
333 South Meridian
Puyallup, WA 98731

East Town Crossing, LLC
Greg Helle

Puyallup, WA 98371

East Town Crossing, LLC

Dated: _____

By: Greg Helle
Its: Managing Member

City of Puyallup

Dated: _____

By: Steve Kirkelie
Its: City Manager

Approved as to form:

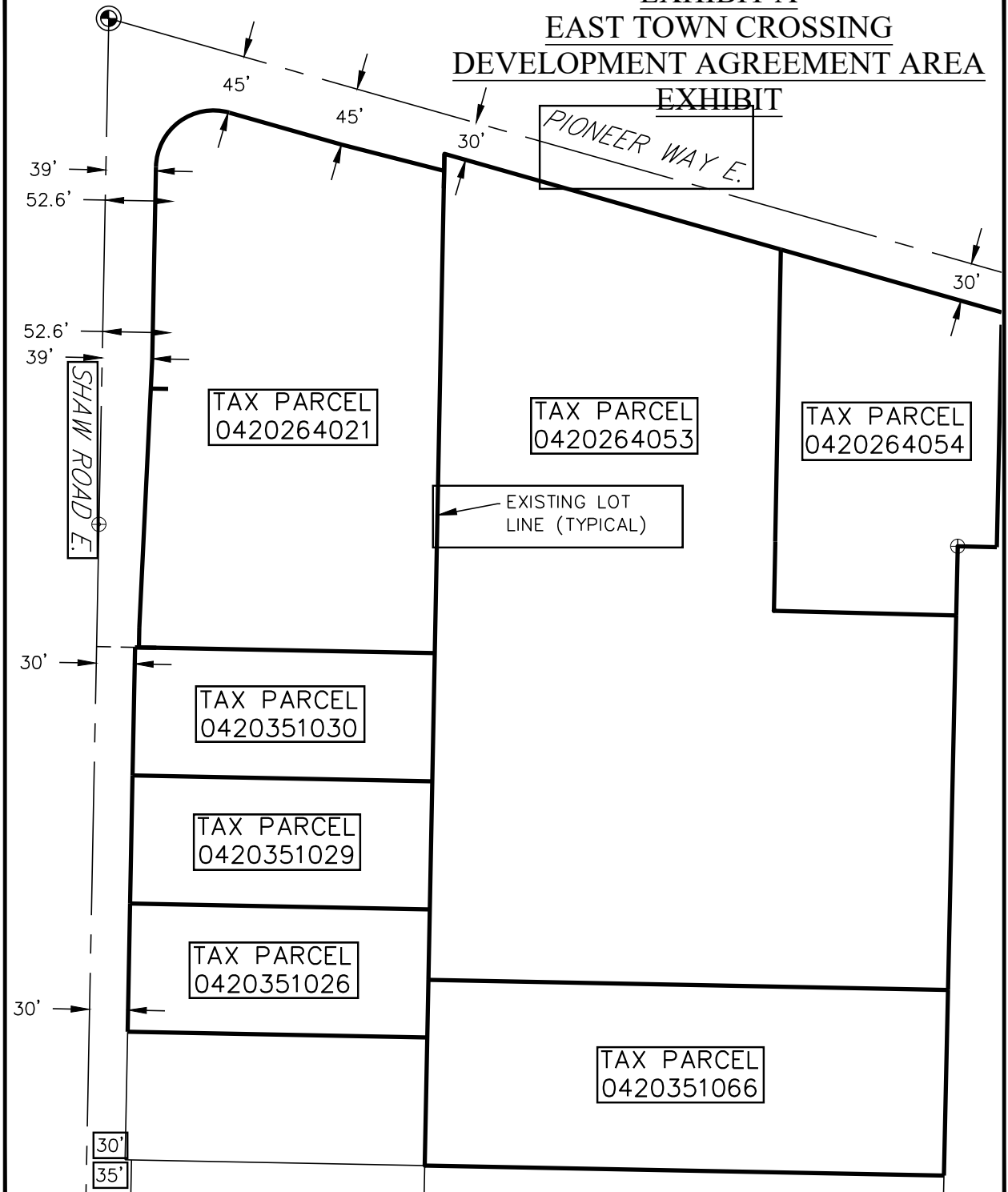
Approved as to form:

Joseph N. Beck
City Attorney

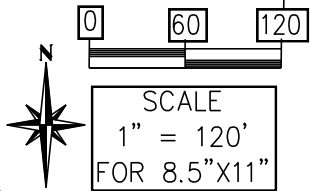
Ash Legal Counsel

EXHIBIT A – DEVELOPMENT AGREEMENT PROPERTY AREA

**EXHIBIT A
EAST TOWN CROSSING
DEVELOPMENT AGREEMENT AREA
EXHIBIT**



LINE IS 1" AT
FULL SCALE
JOB #06-171-01
PAGE 1 OF 1
DATE:03/13/2021



The Abbey Road Group
Land Development Services
Company, LLC
21002 E. MAIN AVENUE, SUITE 109
PUYALLUP, WA 98371
P.O. Box 1224, Puyallup, WA 98371
(253) 435-3699, Fax (253) 446-3159

EXHIBIT B – SITE PLAN

NO.	DATE	DESCRIPTION

TYPICAL AT EACH APARTMENT BUILDING
A stand of trees with a canopy of 1,000 square feet (as measured in frontal view rather than top view) located no farther than 20 feet from a facade of the building, consisting of either existing trees, or planted trees.
(Per PMC 20.26.200 (4) (b) (v))

3 DENSITY INCREASE TO 193 UNITS
5 REDUCTION IN TRAFFIC, STORMWATER, SANITARY SEWER, WATER, PARK & RECREATIONAL FEES.

1 SITE PLAN
SCALE: 1" = 30'

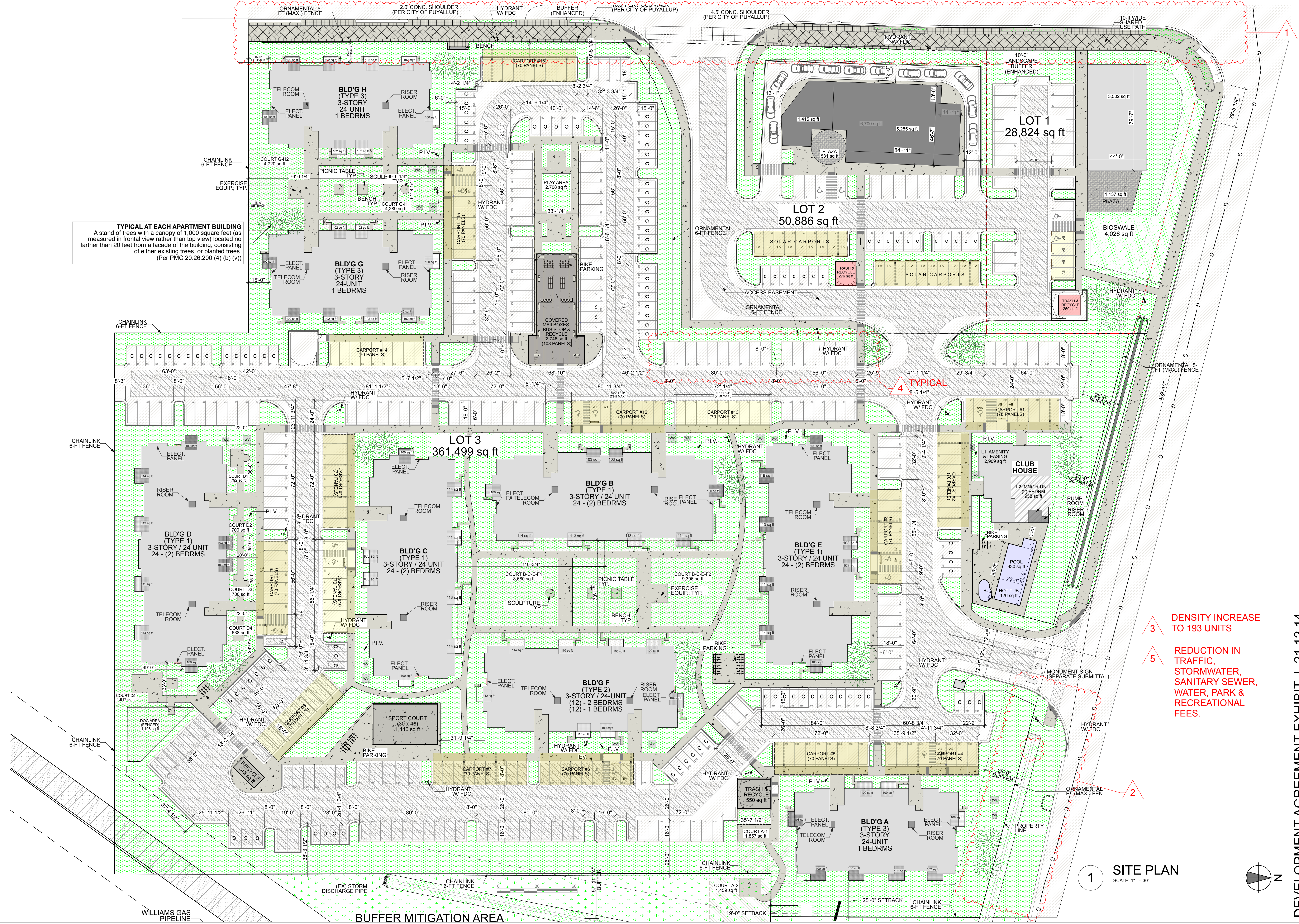
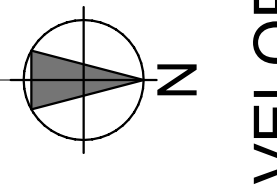


EXHIBIT C – DEVELOPMENT AGREEMENT PROPERTY LEGAL DESCRIPTION

EXHIBIT C
EAST TOWN CROSSING
EXISTING TAX PARCELS LEGAL DESCRIPTIONS
EXHIBIT

TAX PARCEL NO. 0420264021

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO. 40249900-T35
DATED JANUARY 22, 2021 AT 8:00 A.M.

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, WITH THE EAST 1/16TH LINE OF SAID SECTION;

THENCE SOUTH ALONG THE 1/16TH LINE OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., A DISTANCE OF 95.4 FEET;

THENCE EAST 258.26 FEET;

THENCE NORTH TO THE SOUTHERLY LINE OF THE COUNTY ROAD;

THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF COUNTY ROAD TO THE EAST 1/16TH LINE OF SECTION 26;

THENCE SOUTH ALONG SAID 1/16TH LINE TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER RECORDING NO. 1618885 FOR SHAW COUNTY ROAD;

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY PUYALLUP BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 9408230215, BEING A RE-RECORD OF INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 9308310480;

AND ALSO EXCEPT ANY PORTION THEREOF LYING SOUTHERLY AND WESTERLY OF A LINE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, HEREINAFTER CALLED "POINT A";

THENCE SOUTH ALONG THE 1/16TH LINE 95.4 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;

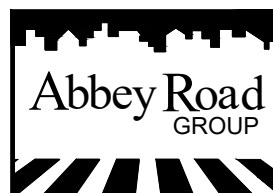
THENCE EAST 258.35 FEET;

THENCE SOUTH TO A POINT 495.4 FEET SOUTH OF AND 258.35 FEET EAST OF "POINT A";

THENCE EAST TO THE EAST LINE OF SAID PREMISES AND THE TERMINUS OF SAID LINE, SAID POINT ALSO BEING DESCRIBED AS THE SOUTHWEST CORNER OF LOT 3 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200303315001;

SITUATE IN THE CITY PUYALLUP, COUNTY OF PIERCE STATE OF WASHINGTON.

JOB #06-171-01
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DATE:03/13/2021



The Abbey Road Group
Land Development Services
Company, LLC

21002 E. MAIN AVENUE, SUITE 109
PUYALLUP, WA 98371
P.O. Box 1224, Puyallup, WA 98371
(253) 435-3699, Fax (253) 446-3159

EXHIBIT C
EAST TOWN CROSSING
EXISTING TAX PARCELS LEGAL DESCRIPTIONS
EXHIBIT

TAX PARCEL NO. 0420264053

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO. 40249901-T35

DATED JANUARY 22, 2021 AT 8:00 A.M.

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST, WM.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 WHICH POINT BEARS NORTH 88°32'51" WEST, 640.11 FEET FROM A BRASS IN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID WEST HALF, SOUTH 01°15'04" WEST, 54.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID WEST HALF, SOUTH 01°15'04" WEST, 437.43 FEET TO POINT LYING

SOUTH 88°53'30" EAST, 405.26 FEET OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF PIERCE COUNTY SHORT PLAT NO. 9303010321;

THENCE ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2, NORTH 01°06'30" EAST, 789.89 FEET TO THE SOUTHERLY MARGIN OF PIONEER WAY;

THENCE ALONG SAID SOUTHERLY MARGIN, SOUTH 74°08'09" EAST, 272.98 FEET TO A LINE LYING 263.84 FEET EAST OF AND PARALLEL WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2;

THENCE ALONG SAID PARALLEL LINE, SOUTH 01°06'30" WEST, 282.06 FEET TO A LINE 54.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 35:

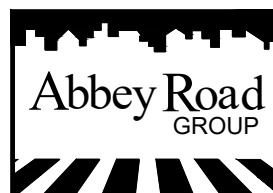
THENCE ALONG SAID PARALLEL LINE, SOUTH 88°32'51" EAST, 142.38 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 145.00 FEET THEREOF;

(ALSO KNOWN AS LOT 3 OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED MARCH 31, 2003 UNDER RECORDING NO. 200303315001).

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

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DATE:03/13/2021



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EXHIBIT C
EAST TOWN CROSSING
EXISTING TAX PARCELS LEGAL DESCRIPTIONS
EXHIBIT

TAX PARCEL NO. 0420264054

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO. 40249902-T35

DATED JANUARY 22, 2021 AT 8:00 A.M.

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 4 EAST, WM.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35 WHICH POINT BEARS NORTH 88°32'51" WEST, 640.11 FEET FROM A BRASS IN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 35;

THENCE ALONG THE EAST LINE OF SAID WEST HALF, SOUTH 01°15'04" WEST, 54.00 FEET;

THENCE ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 35, NORTH 88°32'51" WEST, 142.38 FEET;

THENCE NORTH 01°06'30" EAST, 282.08 FEET TO THE SOUTHERLY MARGIN OF PIONEER WAY;

THENCE ALONG SAID SOUTHERLY MARGIN, SOUTH 74°08'09" EAST, 179.36 FEET TO A LINE LYING 30.48 FEET EAST OF AND PARALLEL WITH EAST LINE OF THE WEST HALF OF THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE ALONG SAID PARALLEL LINE, SOUTH 01°15'04" WEST, 183.43 FEET TO THE NORTH LINE OF SAID SECTION 35;

THENCE ALONG SAID NORTH LINE, NORTH 88°32'51" WEST, 30.48 FEET TO THE POINT OF BEGINNING;

(ALSO KNOWN AS LOT 5 OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED MARCH 31, 2003 UNDER RECORDING NO. 200303315001).

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

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DATE:03/13/2021



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EXHIBIT C
EAST TOWN CROSSING
EXISTING TAX PARCELS LEGAL DESCRIPTIONS
EXHIBIT

TAX PARCEL NO. 0420351066

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO. 40249903-T35
DATED JANUARY 22, 2021 AT 8:00 A.M.

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35 WHICH POINT BEARS NORTH 88°32'51" WEST, 640.11 FEET FROM A BRASS IN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 35;
THENCE ALONG THE EAST LINE OF SAID WEST HALF, SOUTH 01°15'04" WEST, 491.43 FEET TO A POINT LYING
SOUTH 88°53'30" EAST, 405.26 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF THE PIERCE COUNTY SHORT PLAT NO. 9303010321 AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID NORTH LINE, NORTH 88°53'30" WEST, 405.26 TO THE NORTHEAST CORNER OF SAID LOT 2;
THENCE ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 2, NORTH 01°06'30" EAST, 145.00 FEET;
THENCE SOUTH 88°53'30" EAST 405.62 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35;
THENCE ALONG SAID EAST LINE SOUTH 01°15'04" WEST, 145.00 FEET TO THE TRUE POINT OF BEGINNING

(ALSO KNOWN AS LOT 3 OF RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED MARCH 31, 2003 UNDER RECORDING NO. 200303315001).

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NO. 0420351030

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO. 40249904-T35
DATED JANUARY 22, 2021 AT 8:00 A.M.

BEGINNING AT THE SIXTEENTH SECTION CORNER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, 1321.48 FEET WEST OF THE CORNER COMMON TO SECTIONS 25, 26, 35 AND 36;
THENCE SOUTH ALONG THE SIXTEENTH SECTION 95.4 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EAST 258.26 FEET;
THENCE SOUTH 100 FEET;
THENCE WEST 258.26 FEET;
THENCE NORTH 100 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY, WASHINGTON.

EXCEPT SHAW COUNTY ROAD.

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

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DATE:03/13/2021



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EXHIBIT C
EAST TOWN CROSSING
EXISTING TAX PARCELS LEGAL DESCRIPTIONS
EXHIBIT

TAX PARCEL NO. 0420351029

PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO.
40249905-1-E
DATED JANUARY 22, 2021 AT 8:00 A.M.

BEGINNING AT THE 1/16 SECTION CORNER, 1321.48 FEET WEST OF CORNER MONUMENT
COMMON TO SECTIONS 25, 26, 35 AND 36 IN TOWNSHIP 20 NORTH, RANGE 4 EAST,
WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH ALONG THE 1/16 SECTION LINE 195.4 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE EAST 258.26 FEET;
THENCE SOUTH 100 FEET;
THENCE WEST 258.26 FEET;
THENCE NORTH 100 FEET TO TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET THEREOF FOR ROAD.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

TAX PARCEL NO. 0420351026

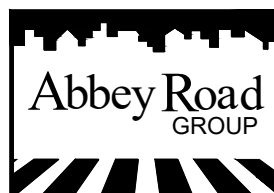
PER CW TITLE TITLE RESOURCES GUARANTY COMPANY SUBDIVISION GUARANTEE ORDER NO.
40249906-T35
DATED JANUARY 22, 2021 AT 8:00 A.M.

BEGINNING AT THE 1/16 CORNER 1321.48 FEET WEST OF THE CORNER MONUMENT COMMON TO
SECTIONS 25, 26, 35 AND 36 IN TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN,
IN PIERCE COUNTY, WASHINGTON;
THENCE SOUTH ALONG THE 1/16 SECTION LINE 294.5 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE EAST 258.35 FEET;
THENCE SOUTH 100 FEET;
THENCE WEST 258.35 FEET;
THENCE NORTH 100 FEET TO THE TRUE POINT OF BEGINNING, IN PIERCE COUNTY,
WASHINGTON.

EXCEPT SHAW COUNTY ROAD.

SITUATE IN THE CITY OF PUYALLUP, COUNTY OF PIERCE, STATE OF WASHINGTON.

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DATE:03/13/2021

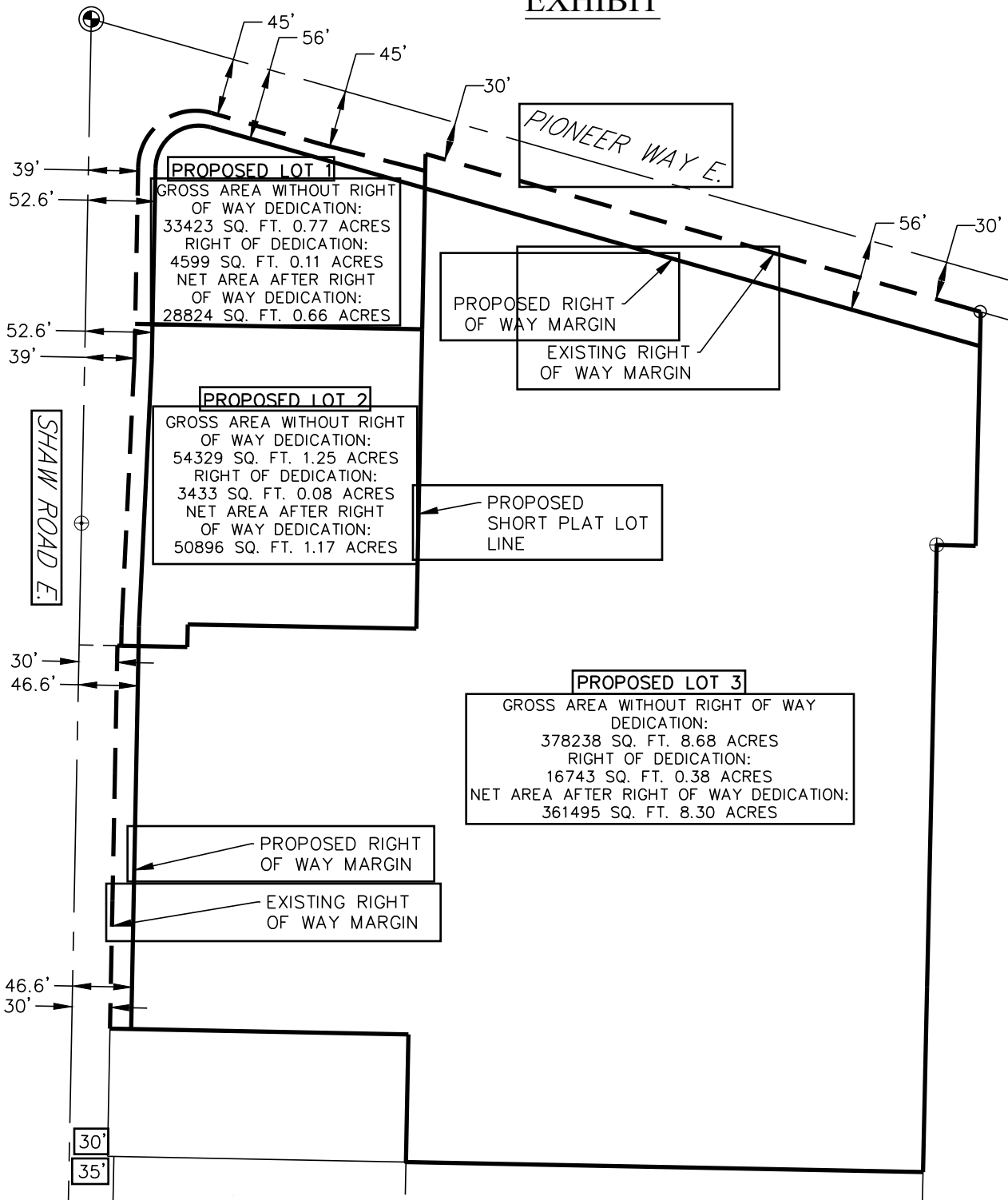


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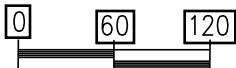
**EXHIBIT D – BENEFITS TO COMMUNITY / REQUEST CODE MODIFICATIONS
SUPPORTING DOCUMENTS**

EAST TOWN CROSSING RIGHT OF WAY DEDICATION EXHIBIT

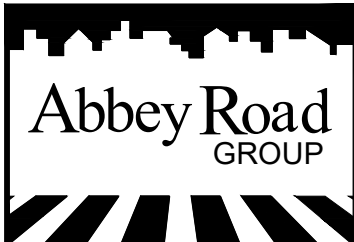


LINE IS 1" AT
FULL SCALE

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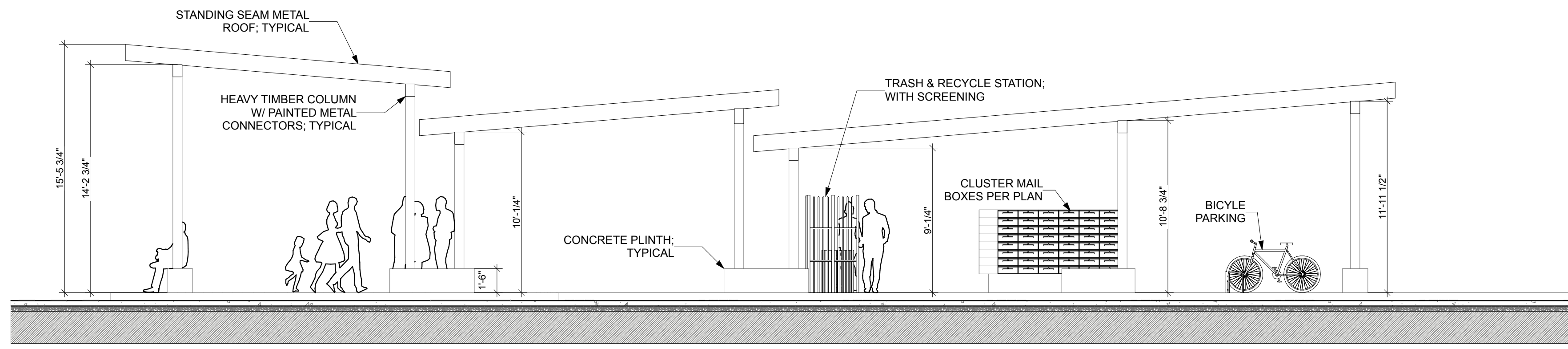


SCALE
1" = 120'
FOR
8.5"X11"

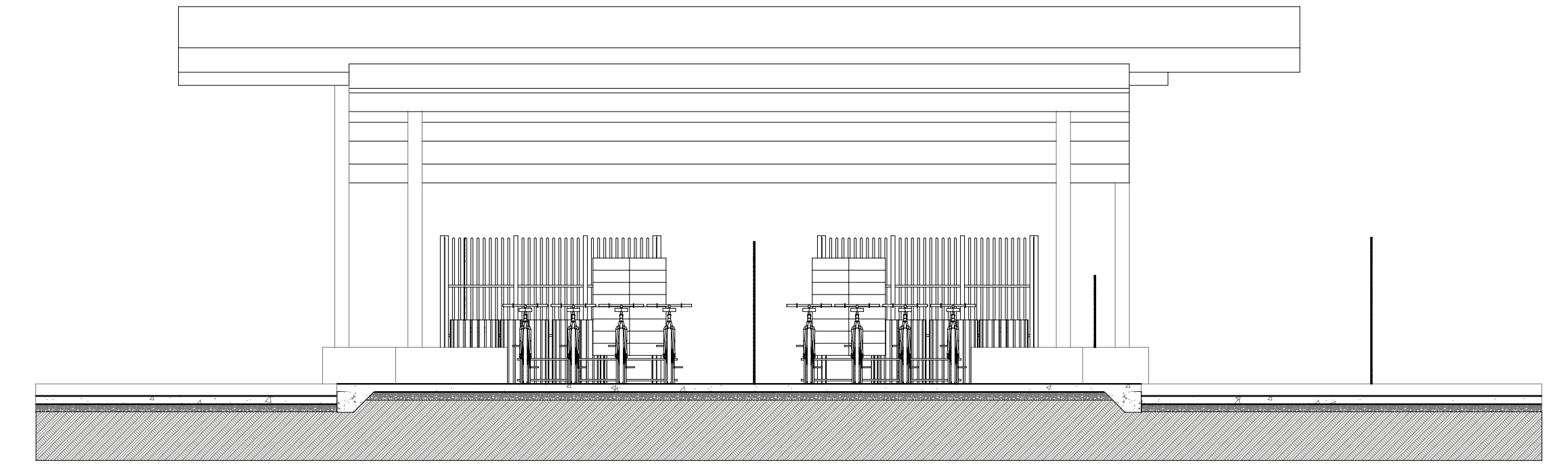


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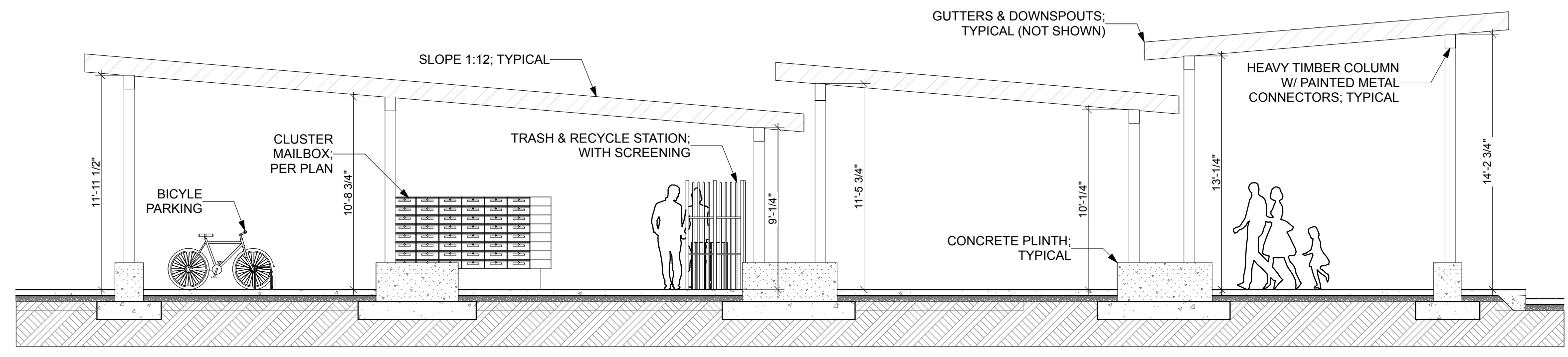
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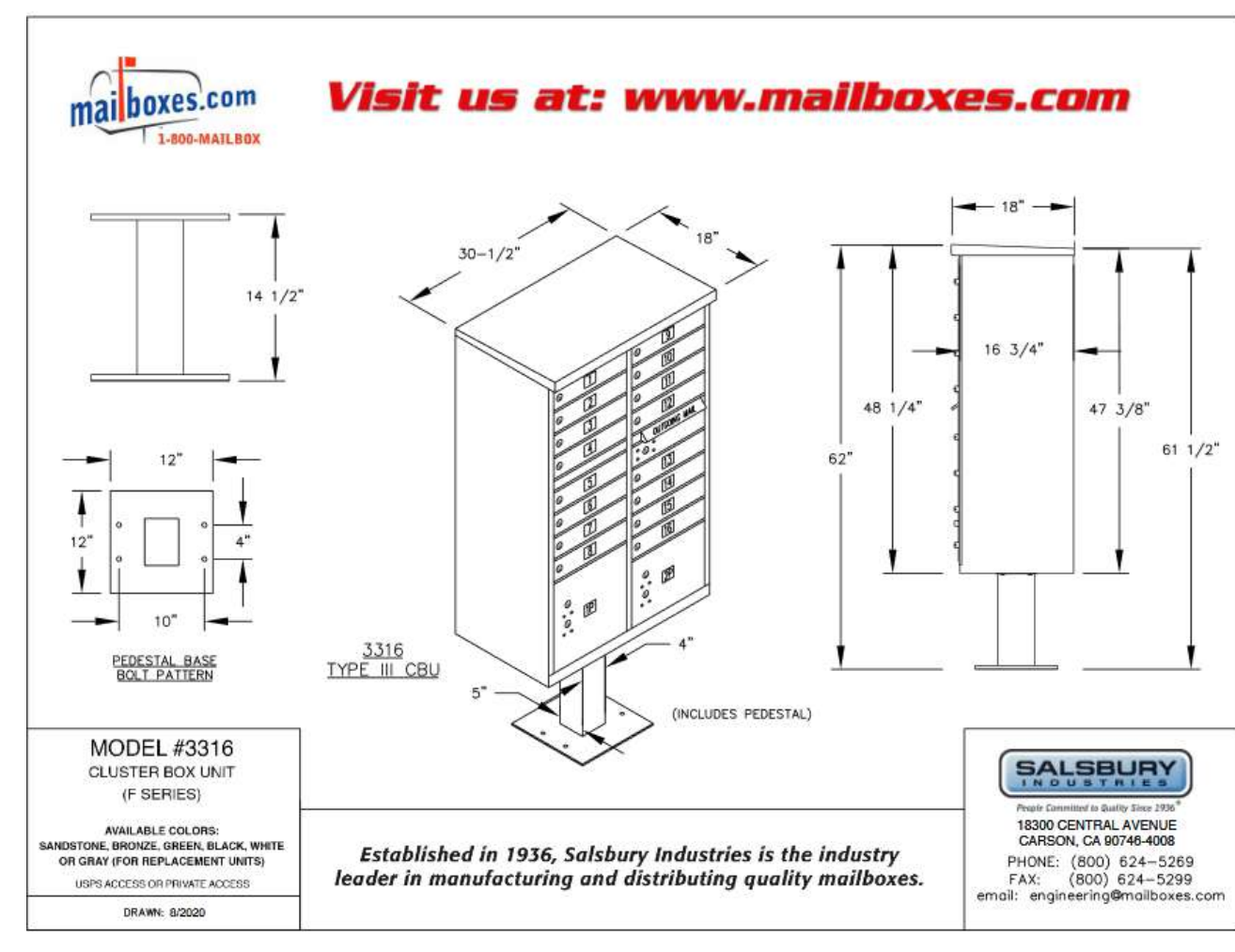
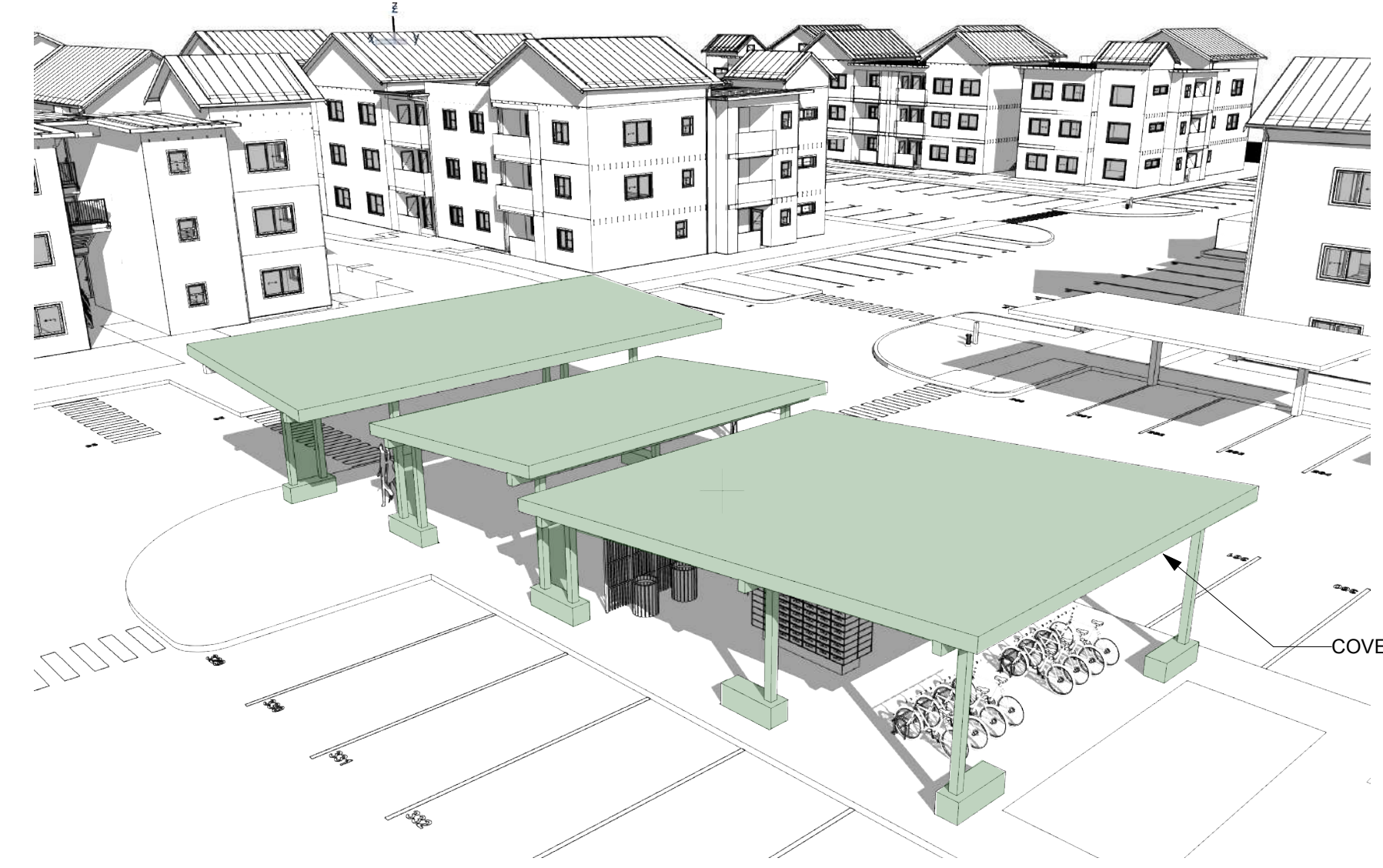
3 BUS STOP NORTH ELEVATION
 SCALE: 3/16" = 1'-0"



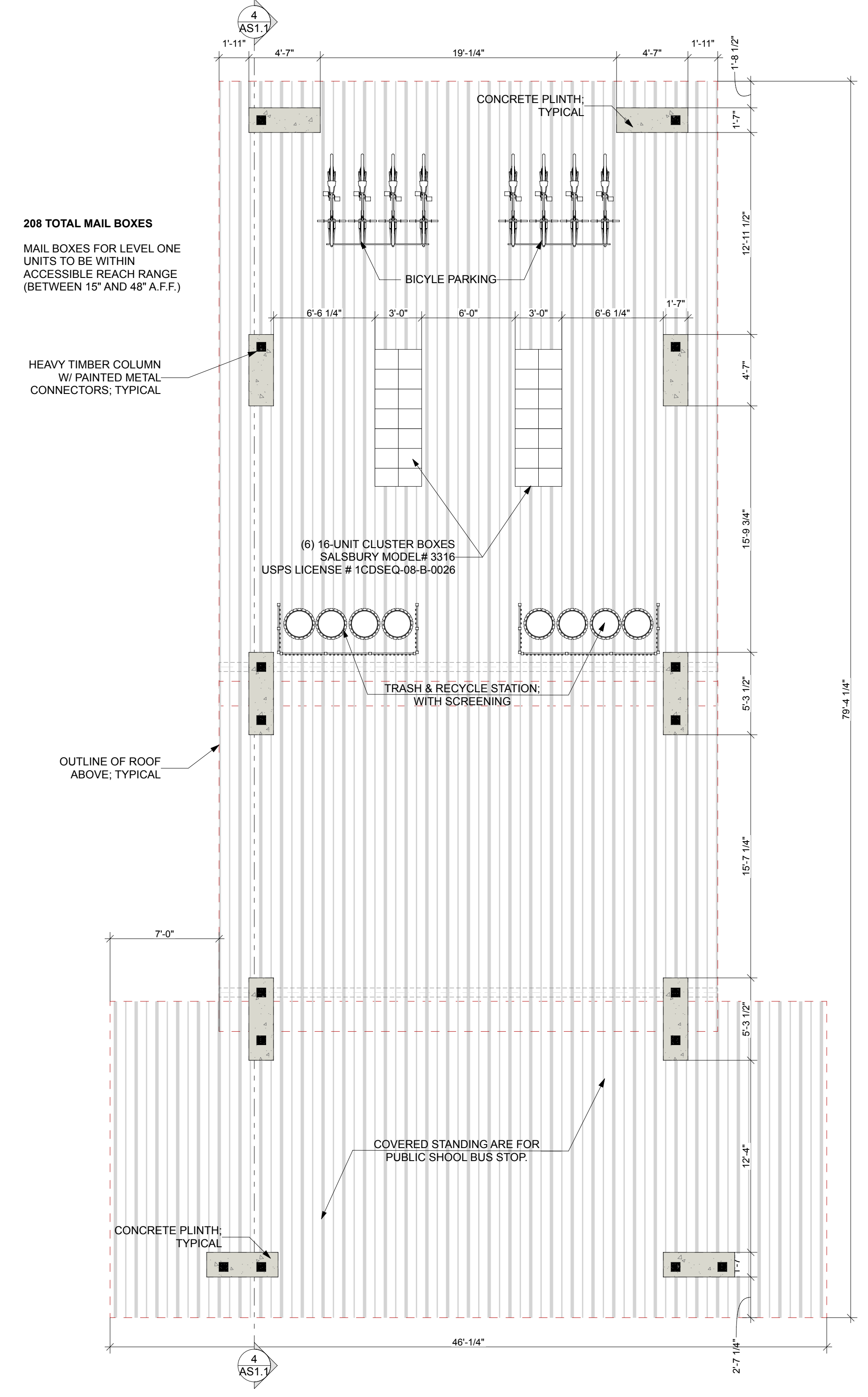
2 BUS STOP WEST ELEVATION
 SCALE: 3/16" = 1'-0"



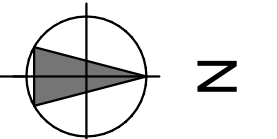
4 BUS STOP SECTION
 SCALE: 3/16" = 1'-0"



PROPOSED MAILBOX



1 BUS STOP & MAIL
 SCALE: 3/16" = 1'-0"



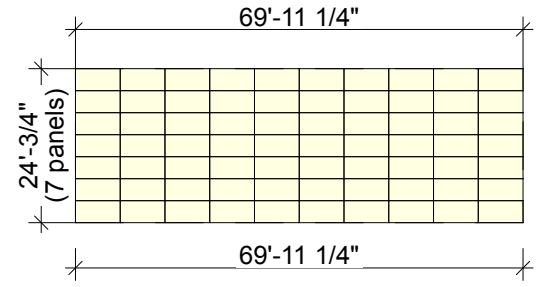
REVISIONS	
REVISIONS	
DRAWN BY:	BL / CM
CHECKED BY:	BL
DATE:	2021.03.15
TITLE:	BUS STOP & MAIL BOXES
PROJECT #:	2016
SHEET:	



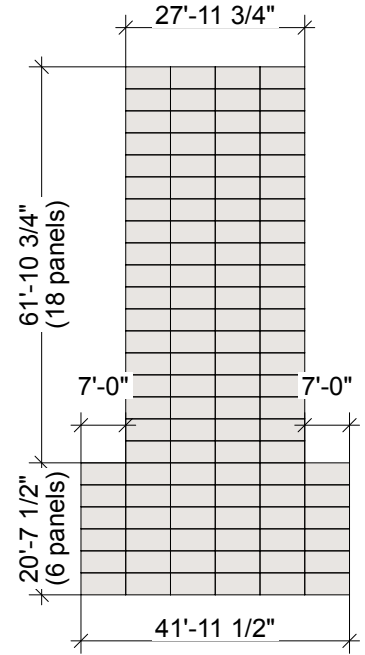
TYPICAL AT EACH APARTMENT BUILDING
A stand of trees with a canopy of 1,000 square feet (as measured in frontal view rather than top view) located no farther than 20 feet from a facade of the building, consisting of either existing trees, or planted trees.
(Per PMC 20.25.200 (4) (b) (v))

SOLAR PANEL LAYOUTS

STANDARD CARPORT (6 STALLS)
(16 COUNT, INCLUDES 2 FOR CLUBHOUSE)
70 panels each
69'-11 1/4"



BUS STOP
(FOR SITE LIGHTING, EV CHARGING & MISC.)
124 panels
27'-11 3/4"



REVISIONS	

SITE PLAN UPDATE | 21.11.16

DRAWN BY: BL / CM
CHECKED BY: BL
DATE: 21.11.16
TITLE: SITE CARPORTS
PROJECT #: 2016
SHEET:

NO.	DATE	DESCRIPTION

EXISTING LOT

TYPICAL AT EACH APARTMENT BUILDING
A stand of trees with a canopy of 1,000 square feet (as measured in frontal view rather than top view) located no farther than 20 feet from a facade of the building, consisting of either existing trees, or planted trees.
(Per PMC 20.26.200 (4) (b) (v))

OPEN SPACE:
29,100 sq ft

OPEN SPACE:
4,680 sq ft

COMMON OPEN SPACE SUMMARY:
BASE REQUIREMENT: 30%
LOT AREA: 361,499 SF
361,499 x 0.30 = 108,450 SF

OPEN SPACE AREAS:
29,100
4,680
48,045
61,353
15,601

TOTAL OPEN: 158,779 SF

OPEN SPACE 158,779 > 108,450 REQUIREMENT (COMPLIANT)

48,045 sq ft

61,353 sq ft

LOT 3
361,499 sq ft

OPEN SPACE:
15,601 sq ft

1 OPEN AREA CALCULATION
SCALE: 1" = 30'

BUFFER MITIGATION AREA

