

#3

City of Puyallup - Valley Avenue Property Owners

Concomitant Agreement

THIS AGREEMENT is between the CITY OF PUYALLUP, Puyallup, Washington, a municipal corporation ("City"), and each and all of the Valley Avenue Property Owners ("Property Owners"), owners of approximately 250 acres and 94 percent of the privately owned property by assessed evaluation being annexed to the City described in Exhibit A ("Annexation Area").

I

General Findings and Conclusions

WHEREAS, the Annexation Area comprises approximately 350 acres and is currently composed of approximately 20 separate public and private ownerships; and

WHEREAS, the City and Property Owners entered into an Annexation Agreement, dated February 29, 1980, under which the Property Owners agreed to petition the City for annexation after certain events occurred, including the taking of certain actions by the City; and

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RECORDED

RECORDED
Pierce County Sheriff
Pierce County Wash
DEPUTYCity Puyallup
218 W. Pioneer
Puyallup 98371

WHEREAS, the Property Owners have duly petitioned the City to annex and rezone their properties; and

WHEREAS, annexation, concurrent zoning of the Annexation Area, and the development of certain parcels has been proposed and evaluated by the City in an adequate environmental impact statement prepared under the State Environmental Policy Act prior to decisionmaking by the City Council; and

WHEREAS, the City Council has approved an ordinance for annexation and zoning for the Annexation Area ("Ordinance") after due consideration of environmental and other factors and based upon findings, conclusions and recommendations of the Planning Commission; and

WHEREAS, the proposed and contemplated development of the Annexation Area as a commercial and business center is in the public interest and will further the City's land use goals and public health and welfare; and

WHEREAS, the City is in the process of updating its comprehensive plans and zoning ordinances; and

WHEREAS, in the proper exercise of the City's police power, the City needs to protect the public health and welfare and

achieve rational planning by determining now the appropriate land uses for the Annexation Area; and

WHEREAS, the City prepared and used an environmental impact statement which fully evaluated reasonable proposed and alternative zoning designations and their environmental impacts and the potential impacts of proposed and possible development in the Annexation Area; and

WHEREAS, the Property Owners have agreed as part of the annexation to substantially limit land uses on their properties under existing City commercial and industrial zoning, in contrast to the very broad, existing county "general use" zoning; and

WHEREAS, it is reasonable, proper, and in the public interest for the Property Owners to have knowledge and certainty of the permissible uses of their properties prior to annexing to the City in light of the foregoing; and

WHEREAS, the City needs to bring certain other plans and policies affecting the Annexation Area, such as its shoreline management master program, in conformance with City plans, policies, and ordinances; and

WHEREAS, the environmental impact statement, planning and decisionmaking processes have identified certain mitigation measures which could be taken to avoid or reduce potential adverse impacts of development in the Annexation Area and to protect the public health and welfare; and

WHEREAS, the Annexation Area is projected to develop based upon economic and other conditions over a decade and the precise timing and design of certain mitigation measures cannot be determined at this time; and

WHEREAS, methods for defining and implementing said measures should be established now, including commitments to participate in the funding of said measures; and

WHEREAS, the City and the Property Owners will have completed the performance of the terms and conditions set forth in the Annexation Agreement upon the execution of this agreement and the enactment of annexation and zoning ordinances; and

WHEREAS, the Ordinance specifically provides that, prior to becoming valid, a concomitant agreement will be executed containing conditions as prescribed by the Puyallup City Council, and that these conditions relate directly and exclusively to the mitigation of public needs and impacts

which would arise from the annexation and which were identified in the City's environmental impact statement; and

WHEREAS, the intention of this concomitant agreement is to satisfy the condition precedent to the validity of the Ordinance and to set forth the various obligations of the parties with respect to the mitigation of certain impacts; and

NOW THEREFORE, in consideration of the validation of the Ordinance by the City and the obligations of the Property Owners conditioned hereunder, it is agreed as follows:

II

Storm Drainage

A. Findings and Conclusions.

1. The Wapato Diversion line ("line") currently exists in the Annexation Area to serve certain proposed development and county drainage.
2. The County currently maintains the line.

3. The line was installed at the expense of Puyallup Land and was designed to take all runoff without retention from The Park in Puyallup at full development.

4. The line has capacity for taking predevelopment storm drainage flow from the remainder of the Annexation Area, and from the remainder of the drainage basin which it serves, provided said flow is released to the line at a rate approximating current conditions.

B. Covenants and Conditions.

1. The Park in Puyallup and the YMCA may discharge directly to the line without provision for retention.

2. Property Owners east of The Park in Puyallup will construct and maintain storm drainage retention facilities when the properties are developed. These retention facilities will serve each property, but may be located and constructed to serve more than one property.

3. Should the Property Owners east of The Park in Puyallup wish to utilize the line, rather than constructing a major new line, the Property Owners will construct and maintain storm drainage retention facilities which will retain suffi-

cient water to allow release to the line at predevelopment (approximately existing) rates.

4. The drainage master plan for the Annexation Area will be in general conformance with the preliminary master drainage plan in the environmental impact statement (FEIS, Fig. 4), but the actual design and location of the facilities may vary or be refined based upon actual development plans.

5. The City will maintain the Wapato Diversion line, and the Property Owners will grant the City any easements reasonably necessary to allow such maintenance.

III

Water

A. Findings and Conclusions.

1. The existing water and utility system serving the Annexation Area was adequately designed and constructed to serve uses projected for the Annexation Area, as discussed in the environmental impact statement. Additional improvements might be needed in the future, however, to serve fireflow requirements.

2. Future development in the Annexation Area might have substantially higher water requirements than currently proposed or projected.

B. Covenants and Conditions.

1. To insure a continuing, adequate water and utility system, the Property Owners agree to participate in improvements through established citywide system development charges. If the City does not have such uniform method of system development charges; or if development in the Annexation Area is substantially different and higher in water usage than that projected in the final environmental impact statement; or if otherwise necessary to meet fireflow requirements; the Property Owners will share in the costs of water system improvements on the basis of public agencies paying non-development-generated share and Property Owner(s) paying development-generated share of storage capacity improvements serving the Annexation Area based on estimated fireflow standards.

Transportation

A. Findings and Conclusions.

1. Development of the Annexation Area will result in transportation impacts.
2. The proposed projects and general commercial development of the Annexation Area are projected to span nearly a decade, and each owner may develop all or part of his, her, or its property at different times, depending on market conditions and projected uses.
3. It is not possible to determine now the precise timing and design of improvements which are likely to be needed to reduce traffic impacts to acceptable levels.
4. Some of the impacts will be substantially mitigated by Property Owners as part of their development proposals, such as the internal road and sidewalk system for The Park in Puyallup.
5. The location and type of development can be identified, and has been so identified as proposed mitigation measures in

the environmental impact statement. The environmental impact statement is established now for determining responsibility for implementing mitigation in conjunction with individual dual development discussed in the environmental impact statement.

B. Covenants and Conditions.

1. The City and property owners agree to consultation with upon a joint agreement on

hereto in Exhibit B. The Washington and other parties to the transport

Facts and Conclusions.

1. The property owners "Mixed Use" zoning, which

the environmental impact statement. The process can also be established now for determining the appropriate timing and responsibility for implementing mitigation measures, in conjunction with individual development proposals, as discussed in the environmental impact statement.

B. Covenants and Conditions.

1. The City and Property Owners agree to implement a list of proposed mitigation measures (or portions thereof, as may be appropriate), which are determined by the City in consultation with the Property Owners to be necessary, based upon a jointly conducted annual Traffic Study Program. The agreement on transportation mitigation measures is attached hereto in Exhibit B. The Washington State Department of Transportation and other parties may become subsequently become parties to the transportation mitigation agreement.

V

Zoning

A. Findings and Conclusions.

1. The Property Owners currently have Pierce County "General Use" zoning, which allows a very broad range of land

uses, including but not limited to residential, heavy commercial, and heavy manufacturing.

2. The Property Owners petitioned to annex and have made development plans for their properties in reliance upon City assurance to permit a broad range of commercial and industrial uses on their properties.
3. Not all of the Property Owners will commence development or construction upon annexation.
4. The Property Owners have agreed to implement the mitigation measures herein and to substantially narrow the land use designation from County "General Use" to "Commercial" and "Industrial" classifications under the City zoning code existing as of the date of annexation.
5. The City has duly evaluated proposed and reasonable alternative land uses and zoning designations for the Annexation Area and the probable environmental impacts therefrom, and has determined that a business and commercial zone at least as broad as that allowed under the existing City zoning code is in the public interest and necessary to protect the public health and welfare and to achieve rational planning and growth management.

6. The Annexation Area constitutes a large area of the City with multiple ownerships and distinct geographical, public service, and planning characteristics.

7. The above findings and conclusions are supplemental to any already made in this agreement or by the City staff, Planning Commission, and City Council.

B. Covenants and Conditions.

1. The planning for the Annexation Area, as contained in the City's environmental impact statement and subsequent decisions with respect to the Annexation Area, is very recent and will be incorporated into the City's current updating of its comprehensive plans and zoning ordinances.

2. In any revision of the zoning code applicable to the Annexation Area, the City will give full consideration to continuing to allow in the Annexation Area the land uses in the "Commercial" and "Industrial" zoning classifications of the existing zoning code (listed in Exhibit C attached hereto).

3. The City will notify the Property Owners of any proposed changes in the zoning code which may be applicable to the

Annexation Area no later than the time normally used by the City for official public notice of action on zoning matters.

VI

Shoreline Designation

A. Findings and Conclusions.

1. The entire shoreline of the Puyallup River located in the City of Puyallup is currently designated an "urban environment" under the City's shoreline management master program ("SMMP").
2. The northern shoreline of the Puyallup River through the Annexation Area is currently designated "rural environment" under the Pierce County shoreline management master program, despite plans and policies by the County and the Puget Sound Council of Governments showing the area an "urban" and "growth" area.
3. The City zoning and land use for the annexation area is urban (commercial and industrial). The shoreline "urban environment" designation would be consistent with City plans and policies and analysis contained in the environmental impact statement.

4. The City is required to revise its SMMP to include designations for annexed areas.

B. Covenants and Conditions.

1. The City will take such steps are are necessary to amend its SMMP promptly to include the shoreline of the Puyallup River in the Annexation Area and to designate such shoreline as "urban environment", including but not limited to submitting papers necessary to seek any approval by the State Department of Ecology for the amendment no later than January 30, 1983.

VII

Submission of Plans

A. Covenants and Conditions.

1. The Property Owners shall submit the following plans for City approval in conjunction with their construction permits:

a. An interim erosion and sedimentation control plan for approval by the Public Works Department.

b. A lighting plan using the following criterion: lighting will be installed to minimize glare including indirect lighting and cut off shields.

- c. A landscaping plan using the following criteria:
 - (i) healthy trees at or near final grade will be considered by the Property Owner for retention; (ii) inclusion of regionally occurring plant species; and (iii) inclusion of plant species which encourage wildlife use to the maximum extent feasible within an urban environment.
- d. The Park in Puyallup will submit plans for the passive recreation urban park feature within The Park in Puyallup which is described in the EIS.

VIII

ADDITIONAL COVENANTS AND CONDITIONS

- A. Each Property Owner is responsible for ensuring that its existing buildings within the Annexation Area, if any, meet "Fire and Life Safety" code requirements within 24 months of annexation.
- B. Each Property Owner shall comply with state and local noise regulations.
- C. It shall be the responsibility of the owners and/or assigns of the proposed regional shopping center within The Park in Puyallup to continue to take positive action to support and

enhance existing commercial areas of the City and to participate in downtown revitalization as identified in the Puyallup CBD Planning Study.

- D. This concomitant agreement ("Agreement") will be a covenant running with the land and binding upon the parties hereto, heirs, successors and assigns of the Property Owners and any subsequent owners of the properties described in Exhibit A attached hereto. The submission of plans and other responsibilities of the Property Owners specified in this Agreement may be carried out by project proponents or applicants for development on specific sites in the Annexation Area.
- E. The exhibits attached hereto are incorporated by reference into this Agreement.
- F. Except as provided herein, this Agreement limits the financial commitment of Property Owners for any public improvements which may be required to mitigate proposed project development impacts identified in the environmental impact statement, except insofar as water and sewer system improvements might be necessary in the future in accordance with the City's updated comprehensive water and sewer plans, the North Puyallup Annexation Area EIS, actual project development, and the Future Water and Sewer Connection Agreement

Between the City of Puyallup and the North Puyallup Property Owners, dated April 8, 1982.

- G. If any provision of this Agreement is held invalid, the remainder of the Agreement, or the application of such provision to other persons or circumstances, is not affected. If a superior governmental authority or court of competent jurisdiction determines that any condition is inadequate or improper, the parties will renegotiate such condition in good faith and based upon each party's benefit and responsibility.
- H. It is understood and agreed that each of the parties will receive benefits from the performance of the terms of this Agreement, and that each party has promised to act or to forebear from certain acts in order to receive such benefit. The benefit and obligations imposed upon the parties herein constitute good and valuable consideration, the receipt of which is hereby acknowledged by the parties.
- I. This Agreement and any subsequent modifications or agreements will be recorded by the City with the Pierce County Auditor.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the 20th day of APRIL, 1982.

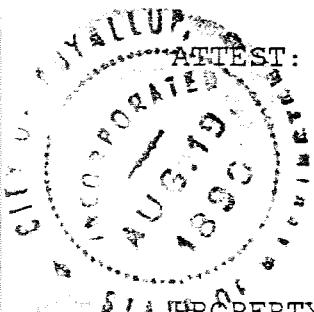
CITY OF PUYALLUP

By W. Lee A. Thomas

City Mayor

ATTEST: Paul Andrew

City Clerk



PROPERTY OWNERS:

(in alphabetical order)

NORTHWEST BUILDING PROPERTY CORPORATION, METROPOLITAN PROPERTY CORPORATION, MEDINA MOVING, TRANSFER AND STORAGE CO., LAKESIDE PROPERTY CORPORATION, all Washington corporations, and JAMES F. STENGEL, Tenants in Common and constituting PUYALLUP LAND, by two of the three members of its Management Committee thereof, GARY MacLEOD, EDWARD SCHAFFNIT and/or JAMES F. STENGEL

James F. Stengel, James F. Stengel
Gary MacLeod, Gary MacLeod

Edward Schaffnit, Edward Schaffnit

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this 5th day of January, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY MacLEOD, EDWARD SCHAFFNIT and JAMES F. STENGEL, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.



Jane S. Stengel
NOTARY PUBLIC in and for the State
of Washington residing at
Seattle.

STATE OF WASHINGTON)
KING) SS.
COUNTY OF PIERCE)

On this 17th day of January, 1981, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
Richard J. Collins

to me known to be the individuals described in and who executed
the within and foregoing instrument, and acknowledged to me that
they signed and sealed the said instrument as their free and
voluntary act and deed for the uses and purposes therein men-
tioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day
and year in this certificate above written.

Sheri L. Mackie
NOTARY PUBLIC in and for the State
of Washington, residing at

Seattle.



LEGAL DESCRIPTION FOR
NORTH PUYALLUP ANNEXATION AREA

THOSE PORTIONS OF GOVERNMENT LOTS 1, 2, 3, 7, 8, 9, 10, 11, AND 12 LYING OUTSIDE OF THE PUYALLUP INDIAN RESERVATION, ADAM BENSTON D.L.C. NO. 46 AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, ALL IN SECTION 21, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., AND THOSE PORTIONS OF GOVERNMENT LOTS 1, 2, 3, 4, 5, AND 6 AND ADAM BENSTON D.L.C. NO. 46, ALL IN SECTION 22, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF MERIDIAN STREET NORTH (SR 161) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF TODD ROAD, SAID INTERSECTION BEING ON THE LINE COMMON TO SAID SECTIONS 21 AND 22;

THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1814.34 FEET FROM THE EAST LINE OF SAID ADAM BENSTON D.L.C.;

THENCE SOUTHERLY ALONG SAID PARALLEL LINE 60 FEET, MORE OR LESS, TO THE CENTERLINE OF A CREEK;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF SAID CREEK TO A POINT WHICH LIES 268 FEET SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF TODD ROAD AND A LINE PARALLEL WITH AND DISTANT WESTERLY 1632.84 FEET FROM SAID EAST LINE OF SAID D.L.C.;

THENCE CONTINUING SOUTHERLY ALONG LAST SAID PARALLEL LINE TO A POINT WHICH LIES 1632.84 FEET WEST AND 851.86 FEET SOUTH OF THE NORTHEAST CORNER OF SAID D.L.C.;

THENCE $S89^{\circ}16' E$ 85.64 FEET TO A POINT WHICH LIES 1547.20 FEET WEST AND 851.16 FEET SOUTH OF THE NORTHEAST CORNER OF SAID D.L.C.;

THENCE SOUTHERLY 787.62 FEET ALONG A LINE PARALLEL WITH AND DISTANT WESTERLY 1547.20 FEET FROM THE EASTERLY LINE OF SAID D.L.C. TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST WHICH LIES 1547.20 FEET WEST AND 1638.78 FEET SOUTH OF THE NORTHEAST CORNER OF SAID ADAM BENSTON D.L.C.;

THENCE SOUTHERLY ALONG LAST SAID PARALLEL LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VALLEY AVENUE EAST;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE WEST LINE OF ARNT'S REGENTS SQUARE ADDITION;

THENCE SOUTHERLY ALONG SAID WEST LINE OF SAID ARNT'S REGENTS SQUARE ADDITION TO THE NORTHERLY RIGHT-OF-WAY LINE OF SR 167;

THENCE WESTERLY ALONG LAST SAID NORTHERLY RIGHT-OF-WAY LINE TO THE WESTERLY LINE OF SAID ADAM BENSTON D.L.C.;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID D.L.C. TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR 167;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N89°05'03"W 33.76 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE S12°13'31"W 90.00 FEET;

THENCE S77°46'29"E 53.86 FEET TO SAID WESTERLY LINE OF SAID ADAM BENSTON D.L.C.;

THENCE SOUTHERLY ALONG LAST SAID WESTERLY LINE TO THE SOUTHERLY BANK OF THE PUYALLUP RIVER;

THENCE WESTERLY ALONG SAID SOUTHERLY BANK TO A POINT WHICH BEARS S38°19'56"W FROM THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE PUYALLUP INDIAN RESERVATION AND SAID SOUTHERLY RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST;

THENCE N38°19'56"E ALONG SAID SOUTHEASTERLY INDIAN RESERVATION LINE TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST;

THENCE NORTHEASTERLY TO THE NORTHERLY RIGHT-OF-WAY LINE OF VALLEY AVENUE EAST AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CEDARHURST ROAD;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE TO SAID NORTHERLY RIGHT-OF-WAY LINE OF TODD ROAD (23RD AVENUE N.W.);

THENCE EASTERLY ALONG LAST SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT B

TRANSPORTATION MITIGATION AGREEMENT

THIS AGREEMENT ("Agreement") is between the CITY OF PUYALLUP, Puyallup, Washington, a municipal corporation ("City") and each and all of the VALLEY AVENUE PROPERTY OWNERS ("Property Owners"), owners of approximately 250 acres and 94 percent of the privately owned property by assessed valuation being annexed to the City described in Exhibit A ("Annexation Area").

I. Traffic Study Program (TSP)

- A. An annual Traffic Study Program (TSP) will be established. The TSP will consist of an annual reexamination of traffic volumes and patterns in the vicinity of the Annexation Area to: (1) ensure that traffic signals are operating in the most efficient manner practicable; (2) identify when minor improvements (for example, channelization, signage, etc.) should be implemented; and (3) determine the reasonableness, timing, general or specific design, and responsibility for major improvements (for example, accelerate some improvements to respond to accelerated or modified development and/or post-

pone improvements when traffic volumes do not increase as fast as forecasted).

- B. The TSP will be conducted by qualified traffic consultants mutually acceptable to the parties. The consultant(s) will be employed by the City, which will be reimbursed by the other parties as specified in paragraph I.J.
- C. The scope of work for each annual TSP will be prepared in consultation with, and be mutually acceptable to, all parties.
- D. Any party may request the consultant(s) to obtain data and prepare analyses for its own benefits or purposes, in addition to the TSP scope of work. Any such supplemental work will be contracted for and billed separately between the party and the consultant(s). The consultant(s) may conduct such work simultaneously with the TSP, as long as project development planning and permitting or needed traffic improvements are not delayed thereby.
- E. The scope of work will include the preparation of a draft and final report or reports, which will include a summary of the TSP data, conclusions, and recommendations. The draft report(s) will be circulated to the parties, and the opportunity provided for the parties to consult and give addi-

tional direction to the consultant(s) prior to the submission of any final report(s).

- F. The data sheets, working papers, correspondence, and all other records and results of the TSP shall be made available to all of the parties, notwithstanding any provisions or exemptions of the public disclosure laws.
- G. Each party will designate one person to be its "regular contact" for the TSP. The parties may designate additional persons to represent them as working level contacts or as negotiators with respect to specific traffic improvements based upon the TSP. None of the parties will charge or be reimbursed for any staff time spent working with or monitoring the consultant(s)'s conducting of the TSP, with the exception of the contract manager required by the next paragraph.
- H. The parties will contract with an individual to serve as contract manager to oversee the TSP. The contract manager may be one of the persons referred to in paragraph G above. The contract manager will be responsible for implementation, billing, coordination among the parties, and other tasks necessary for the efficient conduct of the TSP.

- I. The TSP will commence at a date which will be mutually agreed among the parties. It is contemplated that the first TSP will commence after the opening of the first phase of The Park in Puyallup, but will in any event not commence prior to the completion of new commercial or industrial development in the Annexation Area.
- J. The cost of each annual TSP will be shared equally by the parties to this Agreement, with each party costs sharing the costs equally.

III. Traffic Improvement Program (TIP)

- A. Based upon the final TSP report each year, the parties will determine the need, timing, and responsibilities for implementing and funding those items specified in paragraph I.A. above. The list of proposed mitigation measures identified in the North Puyallup Annexation Area Environmental Impact Statement which may be needed at full development of the Annexation Area is attached hereto as Table 1. If or when such improvements are needed, as determined by TSP data, they will be specified in a Traffic Improvement Program (TIP).
- B. The TIP is intended to enable each of the parties to rely upon the results of the TSP and to plan and budget for

capital or other costs of transportation improvements which may be required for the following year.

- C. The TIP is intended to be a brief document listing the specific mitigation measures and their estimated cost and each party's share of the costs for the coming year. Although the TSP and TIP are intended to enable the parties to develop and define the specific design of particular improvements which have been determined to be needed, the TIP itself need not contain this level of detail.
- D. The TIP is intended to include only those improvements which are reasonable and necessary to commence during the following year. Improvements may be conditionally included in the TIP, if the events which would require them are specified.
- E. The City will not require the Property Owners to undertake or share in the cost of any transportation improvement with respect to the Annexation Area unless said improvement is included in a TIP, except that a TIP may be revised after its completion and prior to the next annual TSP as specified in the next two paragraphs.
- F. The TIP may be revised to include an improvement which does not involve cost-sharing at any time (the regular contacts designated by paragraph I.G will be promptly notified of such

revisions). The TIP may be revised after its completion and prior to the next annual TIP to include an improvement involving cost-sharing only if: (1) the City is otherwise allowed by law to impose such costs on the Property Owners notwithstanding and completely outside of the terms and conditions of this Agreement, and such action is not an impairment of contract; or (2) there is substantial new development underway or requiring governmental approval which could not have been reasonably foreseen when the prior TSP and TIP were completed; or (3) there is a need to update the TIP to reflect improvements which have been mutually agreed upon.

- G. If the TIP is revised because of II.F(1) above, the City will make a good faith effort promptly to notify and meet with the Property Owners to discuss the matter. If the TIP is revised because of II.F(2) above, the City will notify each of the affected Property Owners and hold a meeting prior to proposing any revisions to the TIP. If the TIP is revised because of II.F(3) above, lack of voluntary consent by any Property Owner to a revision which does not result from substantial and unforeseen development (paragraph II.F.(2) above) will not be used by the City as a basis for opposing, conditioning, or denying any proposed by a Property Owner.

H. If the parties cannot agree on the TIP with respect to an improvement within the jurisdiction of the City, the parties may pursue informal appeal to the City Manager and, if the issue is not resolved, to the City Council (which will treat each of the disputing parties equally with respect to the opportunity to be heard on the issue). Nothing in this Agreement precludes the seeking of judicial relief by a party.

III. Cost-Sharing Agreement

- A. The parties will share the cost of the proposed mitigation measures on the basis of the property owner(s) paying the cost of traffic improvements proportionate to the traffic generated by their development(s), and the public agencies paying the non-development generated share, with the respective shares to be determined by the parties based upon the Traffic Study Program data.
- B. The Property Owners' share of any costs will not include development generated traffic from the development of properties other than their own.

IV. Future Parties and Permit Conditions

- A. By this Agreement, the Property Owners hereby consent to have their building permits in the Annexation Area state that: (Name of Property Owner/Permittee) will share in the cost of traffic improvements established by the Transportation Improvement Program (TIP) proportionate to its share of traffic generated by its development, in accordance with the terms of the Concomitant Agreement between the City of Puyallup - Valley Avenue Property Owners, dated December 20, 1982.
- B. Failure by the public agencies to this Agreement to agree with each other on specific improvements may not be a basis for the public agencies to delay processing or approving development proposals by Property Owners.
- C. This Agreement is incorporated by reference into the attached City of Puyallup - Valley Avenue Property Owners Concomitant Agreement and shall be governed by the findings, conclusions, covenants, conditions, and terms of same.
- D. Additional parties, their heirs, successors, and assigns, who are not signatories as of the effective date of this Transportation Mitigation Agreement, may become parties hereto at

a later date by mutual agreement of the City and Property Owners.

E. This Transportation Mitigation Agreement shall remain in effect for ten (10) years after the date of the submission of the final report of the first annual TSP and may be extended only upon mutual agreement of the City and the Property Owners.

EXHIBIT CUSES IN COMMERCIAL ZONE

[Neighborhood Business (NB), 20.32.010, .020, and Central Business (CED), 20.40.010, .020, and Commercial (C), 20.44.010, .020. All uses listed below are permitted unless otherwise noted.]

Food markets
Drug stores
Variety stores
Retail bakeries
Hardware and garden stores
Barber and beauty shops
Shoe repair shops
Confectionery stores
Delicatessen stores
Laundromats
Agencies
Other retail stores and business offices
Other service and personal service shops
Banks
Government buildings and facilities and public open space
Public utilities
Taverns, restaurants serving alcoholic beverages
Off-street parking building or lot
Signs, billboards
Theaters
Used car lots
Service stations
Apartment houses
Churches
Garages and car sales
Ambulance service
Apparel and personal accessory shops
Arts, crafts, and antique studios, galleries and shops
Assembly and repair of electrical appliances and electronic products (including manufacture of small parts)
Auction houses (excluding vehicles and livestock)
Automobile laundries
Automobile parts and tire sales and repair
Automobile, trailer, truck, tractor repair, sales, rental, new and used, including full service automobile agencies
Boat sales, repairs, new and used
Blueprinting and photostating

EXHIBIT CUSES IN COMMERCIAL ZONE

[Neighborhood Business (NB), 20.32.010, .020, and
Central Business (CED), 20.40.010, .020, and
Commercial (C), 20.44.010, .020. All uses listed
below are permitted unless otherwise noted.]

Food markets
Drug stores
Variety stores
Retail bakeries
Hardware and garden stores
Barber and beauty shops
Shoe repair shops
Confectionery stores
Delicatessen stores
Laundromats
Agencies
Other retail stores and business offices
Other service and personal service shops
Banks
Government buildings and facilities and public open space
Public utilities
Taverns, restaurants serving alcoholic beverages
Off-street parking building or log
Signs, billboards
Theaters
Used car lots
Service stations
Apartment houses
Churches
Garages and car sales
Ambulance service
Apparel and personal accessory shops
Arts, crafts, and antique studios, galleries and shops
Assembly and repair of electrical appliances and electronic
products (including manufacture of small parts)
Auction houses (excluding vehicles and livestock)
Automobile laundries
Automobile parts and tire sales and repair
Auto~~u~~mobile, trailer, truck, tractor repair, sales, rental, new
and used, including full service automobile agencies
Boat sales, repairs, new and used
Blueprinting and photostating

Ceramic products, manufacture of using only previously pulverized clay
Commercial recreation
Data processing and communications
Day care centers for children
Educational institutions, public and private
Fixit shops, hoppy shops, saw filing shops
Frozen food or cold storage lockers
Furniture, home furnishings, appliance, and home decorating centers and shops
Furniture repair, glass edging, beveling, silvering
Garages, public and private (including repairing and storage)
Laboratories [experimental, motion picture testing] (including commercial research, development, testing, and photofinishing)
Laundries, cleaners and linen supply
Lumber yards
Medical-dental buildings, clinics, laboratory and research facilities
Mortuaries
Motels
Paint shop (painting contractor)
Plumbing shops
Printing establishment, including newspaper publishing
recreation facilities or areas, commercial and noncommercial
Restaurants, drive-ins
Rest homes or nursing homes
Sewing and garment assembly
Upholstery, custom work
Veterinary clinics, offices, kennels, provided:

- A. buildings and structures are soundproof
- B. all run areas are surrounded by an eight foot solid wall or fence
- C. animal runs are to be constructed in such a manner that no animal can see another
- D. that an incinerator of a type approved by the city health department is installed

Wholesale business and storage buildings

Conditional uses:

Licensed wrecking yards
Feet lot
Trailer part or trailer court
Outdoor markets,
Amusement parts
Recycling centers
Hospitals

INDUSTRIAL USES

[20.48.010, 020; All uses listed below are permitted unless otherwise noted.]

All uses permitted in the Commercial District

Automobile body and fender shops

Automobile painting, provided all painting, sanding and baking shall be conducted wholly within an entirely enclosed building

Bakeries, wholesale

Battery rebuild

Book binding

Bottling plants, creameries

Broom and brush manufacturing

Cabinet shops, carpenter shops

Carpet and rug cleaning plants for industrial purposes

Ceramic products, manufacture of (except brick)

Clothes cleaning plants

Distributing plants (jobbers)

Dog pounds

Draying, freight or trucking yards or terminals

Electrical and electronic parts and appliance manufacture

Electrical neon sign manufacture

Fuel yards, lumber yards

Food products manufacture, storage, processing, canning, packaging

Pharmaceuticals, manufacturing, processing, packing and storage of, including drugs, perfumes, toiletries and soap (cold mix only)

Prefabricated buildings, manufacturing of

Storage yards, building materials contractors

Tile, manufacture of wall, floor and small tile products

Tinsmith

Truck repairing, overhauling, rental

Warehousing

Conditional uses:

Foundry, heavy machine shop

Heavy manufacturing

Breweries, distilleries

Incinerators

Wrecking yards

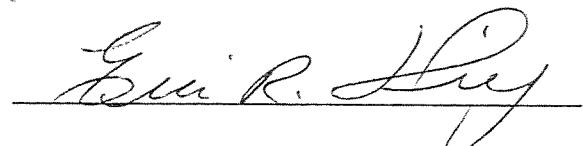
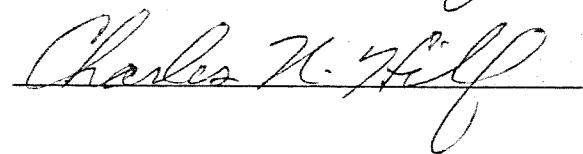
Trailer park or trailer court

Heliport

Air separation plants

Property Owners Signatures (continued)

CASCADE WEST SPORTSWEAR, a partnership

 Eric R. Hilf, Partner Charles N. Hilf, Partner

NORTH PUYALLUP INVESTORS, a joint venture

 Paul Morrisson, General Partner

INTER OFFICE MEMORANDIUM

TO: Mike Casey
FR: Dan Drentlaw

November 15, 1989

RE: DOCUMENTATION ON RM-20 DETERMINATION FOR THE VALLEY AVENUE
CONCOMITANT AGREEMENT

This memo is in response to your request concerning clarification of RM-20 zoning designation on Valley Avenue for the proposed Bloomingvale Apartments. Page 11, A-4. of the Valley Avenue Concomitant Agreement (recorded under 8303020316) states that the land use designation for the agreement area to "commercial" and "industrial" under the City zoning code existing as of the date of annexation. The agreement specifically designates the proposed Apartment site "commercial."

Moreover, page 12 #B.2 (Exhibit 2) further defines "commercial" according to Exhibit C (exhibit 3) attached to the concomitant agreement. Exhibit C specially lists apartments as a permitted use in the commercial classification (but not in the industrial classification). It is thus quite clear that apartments are allowed.

*Exhibit C
permits
all Com. Zone*

The question concerning the development standards and allowed densities for these properties are less clear. The agreement does not address allowed development standards and densities. It does, however, reference "commercial uses" as defined in the zoning in affect at the time of annexation, 1983. However, a review of the Commercial zone in affect in 1983 (exhibit 4) revealed that standards related to density did not exist in the commercial zone.

Faced with no clear answer I discussed the issue with Steve Lancaster, and on a separate occasion with Martin Munich, and everyone agreed that apartments could be allowed at a density of up to 20 units on acre. I believe the logic behind the density issue was that since the agreement was silent concerning density, the zoning district allowing apartments should be applied. In 1983 the RB Zone was the only apartment zone district in affect and it allowed twenty units per acre. Today's apartment zoning classification of RM-20 thus seemed to be a reasonable application in this situation.

The issue of development standards was also discussed later in your office when you, Steve and myself discussed the issue. My recollection of that meeting was that we all felt the current RM-20 zone district was appropriate in this situation.

I also researched the agreement in terms of its current validity. Page 16 VIII. D (Exhibit 5) states that the concomitant agreement shall "run with the land". In addition, Section of 20.05.010 of the current zoning code states that the provisions of the code are not intended to abrogate any covenants or existing agreements.

The last item you asked about was a summary of what other areas covered by the agreement would allow multi-family development. The agreement specifies two land use classifications; industrial and commercial. The industrial classification does not allow multi-family while the commercial classification does. I have not been able to locate a map showing land use areas, so I can't tell you how many acres could potentially be in multi-family use. As soon as I find a map I'll let you know.

uses, including but not limited to residential, heavy commercial, and heavy manufacturing.

2. The Property Owners petitioned to annex and have made development plans for their properties in reliance upon City assurance to permit a broad range of commercial and industrial uses on their properties.

3. Not all of the Property Owners will commence development or construction upon annexation.

4. The Property Owners have agreed to implement the mitigation measures herein and to substantially narrow the land use designation from County "General Use" to "Commercial" and "Industrial" classifications under the City zoning code existing as of the date of annexation.

5. The City has duly evaluated proposed and reasonable alternative land uses and zoning designations for the Annexation Area and the probable environmental impacts therefrom, and has determined that a business and commercial zone at least as broad as that allowed under the existing City zoning code is in the public interest and necessary to protect the public health and welfare and to achieve rational planning and growth management.

6. The Annexation Area constitutes a large area of the City with multiple ownerships and distinct geographical, public service, and planning characteristics.

7. The above findings and conclusions are supplemental to any already made in this agreement or by the City staff, Planning Commission, and City Council.

B. Covenants and Conditions.

1. The planning for the Annexation Area, as contained in the City's environmental impact statement and subsequent decisions with respect to the Annexation Area, is very recent and will be incorporated into the City's current updating of its comprehensive plans and zoning ordinances.

2. In any revision of the zoning code applicable to the Annexation Area, the City will give full consideration to continuing to allow in the Annexation Area the land uses in the "Commercial" and "Industrial" zoning classifications of the existing zoning code (listed in Exhibit C attached hereto).

3. The City will notify the Property Owners of any proposed changes in the zoning code which may be applicable to the

enhance existing commercial areas of the City and to participate in downtown revitalization as identified in the Puyallup CBD Planning Study.

- D. This concomitant agreement ("Agreement") will be a covenant running with the land and binding upon the parties hereto, heirs, successors and assigns of the Property Owners and any subsequent owners of the properties described in Exhibit A attached hereto. The submission of plans and other responsibilities of the Property Owners specified in this Agreement may be carried out by project proponents or applicants for development on specific sites in the Annexation Area.
- E. The exhibits attached hereto are incorporated by reference into this Agreement.
- F. Except as provided herein, this Agreement limits the financial commitment of Property Owners for any public improvements which may be required to mitigate proposed project development impacts identified in the environmental impact statement, except insofar as water and sewer system improvements might be necessary in the future in accordance with the City's updated comprehensive water and sewer plans, the North Puyallup Annexation Area EIS, actual project development, and the Future Water and Sewer Connection Agreement

20.12.030 Zone area chart.

ZONING CHART

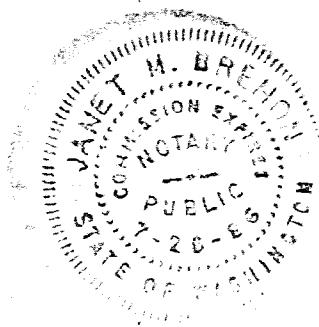
Zone	Lot Width	Lot Area Sq. Ft.	Front Yard	Side Yard	Rear Yard	Lot Coverage	Bldg. Height Floor Area Ratio
RS-1	No Minimum	10,000	25' 35' Arterial	8' 25'-35' Corner	25'	30%	25'
RS-2	No Minimum	8,400	25' 35' Arterial	8' 25'-35' Corner	25'	30%	25'
RD	No Minimum	7,000 Single 9,000 Duplex 11,000 Triplex	25' 35' Arterial	8' 20' Corner 30' Arterial	25'	35%	30'
→ RB	60'	6,000 — 2,000 Per Unit	25' 35' Arterial	8' 20' Corner 30' Arterial	25'	45%	30' 1.0
BN	40'	3,000	20' 35' Arterial	0' 8' Res. 20' Corner 35' Arterial	20' Res.	50%	35' 1.0
HB	80'	10,000	50' Business 35' Res.	8' 25' Corner 35' Arterial	30'	50%	35'
→ CBD		3,000			10' On Alley		4.5
→ C		6,000	25'	20' Corner	10' On Alley		3.5
I		6,000	25'	20' Corner			3.5
U							

(Ord. 1479 §1, 1966: Ord. 1393 Art. III (part), 1962).

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this 20th day of January, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC HILF and CHARLES N. HILF, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.



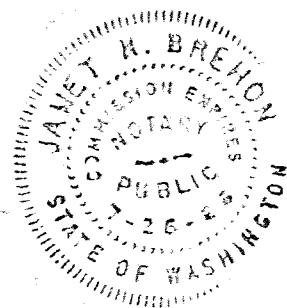
Janet M Brehen

NOTARY PUBLIC in and for the State
of Washington, residing at
Puyallup.

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS.

On this 27th day of January, 1981, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
Paul Morrison, general partner, North Puyallup Investors
to me known to be the individuals described in and who executed
the within and foregoing instrument, and acknowledged to me that
they signed and sealed the said instrument as their free and
voluntary act and deed for the uses and purposes therein men-
tioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day
and year in this certificate above written.



Janet M. Breton
NOTARY PUBLIC in and for the State
of Washington, residing at
Puyallup.

Property Owners Signatures (continued)

VALLEY ASSOCIATES

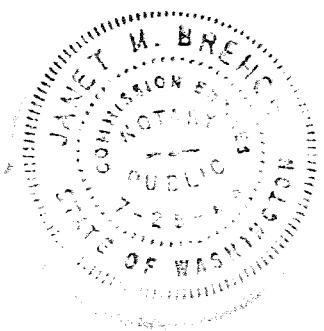
VALLEY PARTNERS

Howard J. Steinbacher, NORTHWEST CORRIDORS, INC.,
General Partner

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this 20th day of January, 1981, before me, the ³
undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared Karen E. Steinwehr,
to me known to be the President of NORTHWEST CORRIDORS, INC., the
corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned,
and on oath stated that he is authorized to execute the said
instrument and that the seal affixed is the corporate seal of
said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
year in this certificate above written.



Janet M. Brehen

NOTARY PUBLIC in and for the State
of Washington, residing at
Puyallup.

Property Owners Signatures (continued)

PARK PLACE ASSOCIATES

Richard J. Collins, Richard J. Collins, General
Partner

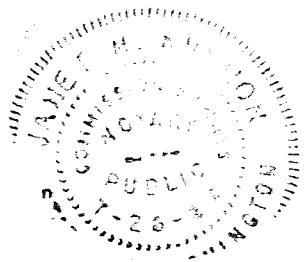
PUYALLUP VALLEY FAMILY YMCA, a Washington not-for-
profit corporation

Ed Lyons, Ed Lyons, General Manager

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this 9th day of February, 1984, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
Ed Lyons to me known to be the General Manager
and _____ to me known to be the _____
of PUYALLUP VALLEY FAMILY YMCA, the corporation that executed the
foregoing instrument, and acknowledged the said instrument to be
the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that they
are authorized to execute the said instrument and that the seal
affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day
and year in this certificate above written.



Janet M Brehon
NOTARY PUBLIC in and for the State
of Washington, residing at
Puyallup.

Property Owners Signatures (continued)

VALLEY DEVELOPMENT & ASSOCIATES, a tenancy in
common, composed of the following co-tenants

Frank A. Franich, Frank A. Franich

Joyce E. Franich, Joyce E. Franich

Paul A. Franich, Paul A. Franich

WILEN-CORNFORTH MOTORS, a Washington
corporation

Evan L. Cornforth, Evan L. Cornforth, President

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this 18th day of January, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FRANK A. FRANICH, JOYCE E. FRANICH and PAUL A. FRANICH to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.



Glenn Daugherty
NOTARY PUBLIC in and for the State
of Washington, residing at
Guysburg.

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

On this 19th day of January, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EVAN L. CORNFORTH, to me known to be the President of WILEN-CORNFORTH MOTORS, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Levi Daugherty
NOTARY PUBLIC in and for the State
of Washington, residing at
Daugherty.

Property Owners Signatures (continued)

IVERSON PROPERTIES

Nancy L. Davis, Nancy L. Davis

Anne Alkire, Anne Alkire

PETER IVERSON ESTATE

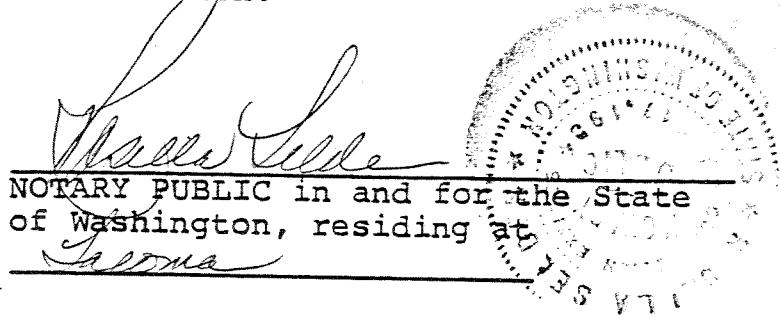
Anne Alkire, Anne Alkire, Trustee

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS.

On this 24 day of February, 1983, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
Nancy T. Davis, Linda Oliver & Linda Oliver,
to me known to be the individuals described in and who executed
the within and foregoing instrument, and acknowledged to me that
they signed and sealed the said instrument as their free and
voluntary act and deed for the uses and purposes therein men-
tioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day
and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at



LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN

KENNETH S. WEINER

5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

TELEX 4740035 TELECOPY (206) 623-7022

1735 NEW YORK AVE., N.W., SUITE 500
WASHINGTON, D.C. 20006
(202) 626-1700
TELEX 904059 WSH
TELECOPY (202) 331-1024

420 L STREET, SUITE 404
ANCHORAGE, ALASKA 99501
(907) 276-1989
TELECOPY (907) 276-1365

SEAFIRST FINANCIAL CENTER
SUITE 1480
SPOKANE, WASHINGTON 99201
(509) 624-2100
TELECOPY (509) 456-0146

PRESTON, ELLIS & HOLMAN
1230 S.W. 1ST AVENUE, SUITE 300
PORTLAND, OREGON 97204
(503) 225-0815
TELECOPY (503) 248-9085

Mr. Steve Lancaster
Director of Planning and Community Affairs
City of Puyallup
Municipal Building
218 West Pioneer
Puyallup, WA 98371

RE: Any Future Changes in City Zoning Code regarding
North Puyallup under the Concomitant Agreement

Dear Steve:

This letter confirms our telephone conversation regarding the process for making any changes at any time to the City Zoning Code that might apply to the North Puyallup area.

As we discussed, the Concomitant Agreement between the City of Puyallup and the Valley Avenue Property Owners (Pierce Co. Auditor's No. 8303020316, Vol. 121, pp. 1268-1314) contains two provisions that establish a process for any future zoning code changes:

1. **Section V.B.1 (page 12) states that the City will give "full consideration" to continuing to allow the land uses listed in Exhibit C to the Concomitant Agreement (the uses allowed under the former zoning code for "Commercial" and "Industrial" districts).**

Recognizing that the City Council has the legislative discretion to adopt or modify zoning ordinances, the purpose of this provision was to go as far as legally possible to convey the intent that these uses be permitted in the annexed area if the property owners so desired. It was not intended to limit the area to these uses, and we believe the current zoning code provides a substantial improvement in terms of both certainty and flexibility over the prior code.

2. **Section V.B.2 (page 12) states that the City will notify the Valley Avenue Property Owners of any proposed changes in the zoning code which may be applicable to the annexation area no later than the time of a normal public notice.**

In addition to the affirmative obligation of the City to maintain the contemplated land uses (prior section), this section was intended to provide back-up protection, so that the property owners could judge for themselves how involved they needed to become with the zoning amendment process. The intent was that the City would send individual notices to each property owner (or their successors).

City of Puyallup
Page 2

By way of background, these provisions were included because the property owners annexed a substantial amount of land to the City in reliance upon City assurance to permit a broad range of commercial and industrial uses on their properties. See Findings and Conclusions V.A.1 and 2 and the penultimate recital on page 3.

In addition to alerting the staff to these provisions, we would request your following a similar process for any future revisions in the City's comprehensive plan for the area.

As you may know, the North Puyallup Annexation Area EIS, which was an expensive study funded by the Valley Avenue Property Owners, provided the basis for the City's comprehensive plan for that area. Although zoning codes at present have been determined to take precedence over comprehensive plans, there is no reason to create problems or inconsistencies which could have been avoided. Your department's assistance in this regard is greatly appreciated.

Sincerely,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN



Kenneth S. Weiner

cc: Puyallup Land
Martin Muench

8206280180

CITY OF PUYALLUP - NORTH PUYALLUP PROPERTY OWNERS

FUTURE WATER AND SEWER CONNECTION AGREEMENT

The undersigned ("Owners") are the respective record owners of properties located within Local Improvement Districts Nos. 79-1 and 80-1 of the City of Puyallup, Washington ("City"). These local improvement districts ("LIDs") were formed to construct water distribution and sanitary sewer improvements and to levy assessments upon property within the districts for the cost of these improvements. The public water distribution facilities and public sewer collection facilities being constructed within these local improvement districts have capacity to serve additional properties beyond the boundaries of the local improvement districts. The Owners have given their consent to higher than anticipated assessments within the local improvement districts upon certain conditions, including an equitable provision for cost sharing by additional properties which may later be served by such facilities.

1. After the completion of the facilities and acceptance of the final assessment rolls for Local Improvement Districts Nos. 79-1 and 80-1, the City shall own and shall be responsible for all maintenance, operation, replacement, repair or relocation of said facilities. The City shall determine whether and when additional properties may be connected to such facilities subject to requirements of law and ordinances of the City and this agreement. The City shall fix such reasonable rates for water and sewer service as the City Council may determine and as shall be generally applicable to all users of the City water or sewer system respectively.

2. No person, firm or corporation shall be granted a permit or be authorized to tap into, hook onto or use said water facilities or sewer facilities for the purpose of serving property

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City of Puyallup
218 West Pioneer
Puy. WA 98371

2850

located outside of LID 79-1 or LID 80-1 respectively without first paying to the City in addition to any and all other costs, assessments or fees made or assessed for such taps, hookup or use as prescribed by the ordinances of the City of Puyallup, the amount required by the provisions of this agreement ("Connection Charge"). Any Connection Charge received by the City for permission to connect to the sanitary sewerage facilities of LID No. 80-1 shall be paid to the City and held and applied for the purposes provided in Section 5. Any Connection Charge received by the City for permission to connect to the water facilities of LID No. 79-1 shall be paid to the City and in turn remitted or credited pro rata to the Owners or their successors as provided in Section 6.

In case any tap, hookup or connection is made into any such water or sewer facility without payment of such Connection Charge having first been made as herein set forth, the City Engineer of the City of Puyallup may remove or cause to be removed each unauthorized tap, hookup or connection and all connecting tile or pipe located in the facility right-of-way and dispose of unauthorized material so removed without any liability whatsoever to any party. If any person, firm, or corporation wishing to connect to or tap into said water or sewer facilities is unable to pay in cash the appropriate Connection Charge amount described herein, then installment payments may be permitted by the City without any liability on the part of the City for the payment or enforcement of such installment contract except to remit and deposit the amounts collected thereunder as herein provided.

3. All properties located within the area described on Exhibit A attached hereto and hereafter connecting to the facilities of LID 79-1 directly or indirectly shall pay a connection charge in dollars for each acre or fraction thereof equal to one-fourth the total cost of the LID 79-1 water facilities to

which connection is made divided by 409.66, the latter figure being the total acreage located outside of said LID and potentially benefited by said facilities.

All properties located within the area described on Exhibit B attached hereto and hereafter connecting to the facilities of LID 80-1 directly or indirectly shall pay a connection charge in dollars for each acre or fraction thereof equal to one-fourth the total cost of the LID 80-1 sewer facilities to which connection is made divided by 343.76, the latter figure being the total acreage located outside of said LID and potentially benefited by said facilities.

4. For the purpose of computing the Connection Charges described in paragraph 3, the total cost of the water main facilities shall at least include all assessable costs in Local Improvement District No. 79-1 and the total costs of sewer facilities shall include at least all assessable costs in Local Improvement District No. 80-1.

5. The amounts received by the City from Connection Charges to the LID No. 80-1 sanitary sewer facilities shall be deposited in a special City account and used and applied solely for the purpose of providing for and paying the costs of necessary additional pumping facilities or transmission lines or other facilities necessary to transport the sewage delivered through the LID No. 80-1 sewer system to the sewage treatment plant of the City. The City shall at all times make such improvements to such pumping or transmission facilities as may be needed to provide capacity of 2.1 MGD for the delivery to the treatment plant of sewage from the Owner's properties.

6. The amounts received by the City from Connection Charges to the LID No. 79-1 water facilities shall be paid or credited pro rata by the City to each Owner or the successors in interest of such Owner within sixty days after the receipt thereof as follows:

To the extent that an LID 79-1 assessment shall then be outstanding against the property of any Owner, that portion of the amount received by the City applicable to such property shall be paid into the LID 79-1 Fund and credited against any such unpaid assessment. If the assessments against any property within LID 79-1 shall have been paid at the time such amounts are received by the City the applicable portion of such amounts shall be paid to the respective Owner entitled thereto or to his successors. If property assessed for LID 79-1 improvements shall be subdivided, the City Engineer shall upon written request from the Owner segregate the assessment as between the several parcels applying the original assessment method. Any amount received pursuant to this agreement and applicable to such subdivided property shall be pro-rated as among its several subdivided parcels in accordance with the assessment segregation.

7. If any tap or connection shall be made into such water facilities or sewer facilities without such Connection Charges having first been paid to the City, the City shall forthwith cause such unauthorized tap or connection and all connecting pipe located in the right-of-way to be removed unless such charges are immediately paid and shall deliver no City water or sewer service to the property served by such unauthorized tap or connection from any facilities connected to the City water or sewer system directly or indirectly.

8. Whenever the cost or any part thereof of any additional water mains or sewer lines, whether local or general, are to be assessed by the City against the owners of any real estate who have not paid Connection Charges as provided in this agreement and such water mains or sewer lines will be connected into or will make use of the water or sewer lines constructed in either Local Improvement District No. 79-1 or 80-1, there shall be included in the City Engineer's estimate before the hearing on any such local

improvement, separately itemized as a part of the cost of the improvement and separately assessed, a sum equal to the charge determined pursuant to this agreement as the pro rata share due from such properties for the water or sewer facilities constructed hereunder.

9. This contract shall be in full force and effect for a period of fifteen years from the date hereof unless sooner terminated by mutual agreement of the parties.

10. None of the parties hereto shall have the right to assign this agreement or any of its rights and obligations hereunder nor to terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this agreement shall be binding upon and enure to the benefit of the respective successors of the parties hereto.

11. Each party hereto agrees that it will execute any documents and adopt all resolutions or ordinances necessary to give effect to the terms of this agreement.

12. No waiver by either party of any term or condition of this agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this agreement.

13. In addition to the remedies provided by law, this contract shall be specifically enforceable by either party.

14. This agreement merges prior negotiations and becomes part of the contract between the City and Owners under which the Owners will pay increased assessments within the local improvement districts, but nothing herein contained shall qualify or condition the rights and duties of the parties under that certain Annexation Agreement dated February 29, 1980.

8206280180

IN WITNESS WHEREOF, the parties hereto have executed this
agreement as of the 8th day of APRIL, 1982.

CITY OF PUYALLUP

By William J. Hayes
City Mayor

ATTEST:

Paul Morrison
City Clerk

Names of Owners

CASCADE WEST SPORTSWEAR, a
partnership

By Eric R. Hilf
Eric R. Hilf, Partner

By Charles N. Hilf
Charles N. Hilf, Partner

NORTH PUYALLUP INVESTORS
A Joint Venture

By Paul Morrison
Paul Morrison, General
Partner

NORTEWEST BUILDING PROPERTY
CORPORATION, METROPOLITAN
PROPERTY CORPORATION, MEDINA
MOVING, TRANSFER AND STORAGE CO.,
LAKESIDE PROPERTY CORPORATION,
all Washington corporations,
and JAMES F. STENGEL, Tenants
in Common and constituting
PUYALLUP LAND, by its Management
Committee thereof, GARY
MacLEOD and JAMES F. STENGEL

Gary MacLeod

James F. Stengel

Addresses of Owners

601 Valley Avenue N.E.
Puyallup, WA 98371

10217 128th Street E.
Puyallup, WA 98371

P.O. Box 3884
Bellevue, WA 98009

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PARK PLACE ASSOCIATES

By Richard J. Collins
Richard J. Collins, General
Partner

4924 Tok-A-Lou Avenue NE
Tacoma, WA 98422

PUYALLUP VALLEY FAMILY YMCA,
a Washington not-for-profit
corporation

By Ed Lyons
Ed Lyons, General Manager

308 Valley Avenue
Puyallup, WA 98371

VALLEY ASSOCIATES
VALLY PARTNERS

By John Richard Steincipher,
President
NORTHWEST CORRIDORS, INC.,
General Partner

400 S.W. 363rd Place
Federal Way, WA 98003

VALLY DEVELOPMENT & ASSOCIATES,
a tenancy in common, composed of
the following co-tenants:

Frank A. Franich

Frank A. Franich

Jane E. Franich

Jane E. Franich

Paul A. Franich

Paul A. Franich

P.O. Box 517
Puyallup, WA 98371

WILEN-CORNFORTH MOTORS,
a Washington corporation

By Evan L. Cornforth
Evan L. Cornforth, President

P.O. Box 537
Puyallup, WA 98371

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Nancy L. Davis

519 Valley Avenue
Puyallup, WA 98371

Nancy LK Davis
Enochville
Anne Alkire

503 Valley Avenue NE
Puyallup, WA 98371

PETER IVERSON ESTATE

By Anne Alkire
Anne Alkire, Trustee

On this 6th day of July, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NANCY L. DAVIS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
year in this certificate above written: *John Doe*

Deeve L. Johnson
NOTARY PUBLIC in and for the State
of Washington, residing at
Lynnville, Wa.

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at
Spokane

STATE OF WASHINGTON)
KING) ss.
COUNTY OF PIERCE)

On this 7th day of APRIL, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC HILF and CHARLES N. HILF, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Mark A. Parker
NOTARY PUBLIC in and for the State
of Washington, residing at
Federal Way

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 8th day of April, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN RICHARD STEINCIPHER, to me known to be the President of NORTWEST CORRIDORS, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Donald E. Church
NOTARY PUBLIC in and for the State
of Washington, residing at
Seattle

STATE OF WASHINGTON)
KING) ss.
COUNTY OF PIERCE)

On this 5 day of April, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD J. COLLINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

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WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
year in this certificate above written.

Paul E. Morrisson
NOTARY PUBLIC in and for the State
of Washington, residing at
Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 11 day of July, 1982, before me, the under-
signed, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared PAUL MORRISON, to me
known to be the individual described in and who executed the
foregoing instrument, and acknowledged the said instrument to be
his free and voluntary act, for the uses and purposes therein
mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and
year in this certificate above written.

Paul E. Morrisson
NOTARY PUBLIC in and for the State
of Washington, residing at
Seattle

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STATE OF WASHINGTON)
KING) ss.
COUNTY OF KING)

On this 6th day of April, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY MacLEOD and JAMES F. STENGEL, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at

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STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 7th day of April, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ED LYONS, to me known to be the General Manager of PUYALLUP VALLEY FAMILY YMCA, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.


NOTARY PUBLIC in and for the State
of Washington, residing at
[Signature]

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STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 8th day of APRIL, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM STONER, to me known to be the Mayor of the City of Puyallup and acknowledged the said instrument to be the free and voluntary act and deed of the City of Puyallup for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the seal of said City.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Donald E. Smith
NOTARY PUBLIC in and for the State
of Washington, residing at Puyallup.

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 7th day of April, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared FRANK A. FRANICH, JOYCE E. FRANICH and PAUL A. FRANICH to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Alvin Hawley
NOTARY PUBLIC in and for the State
of Washington, residing at Puyallup.

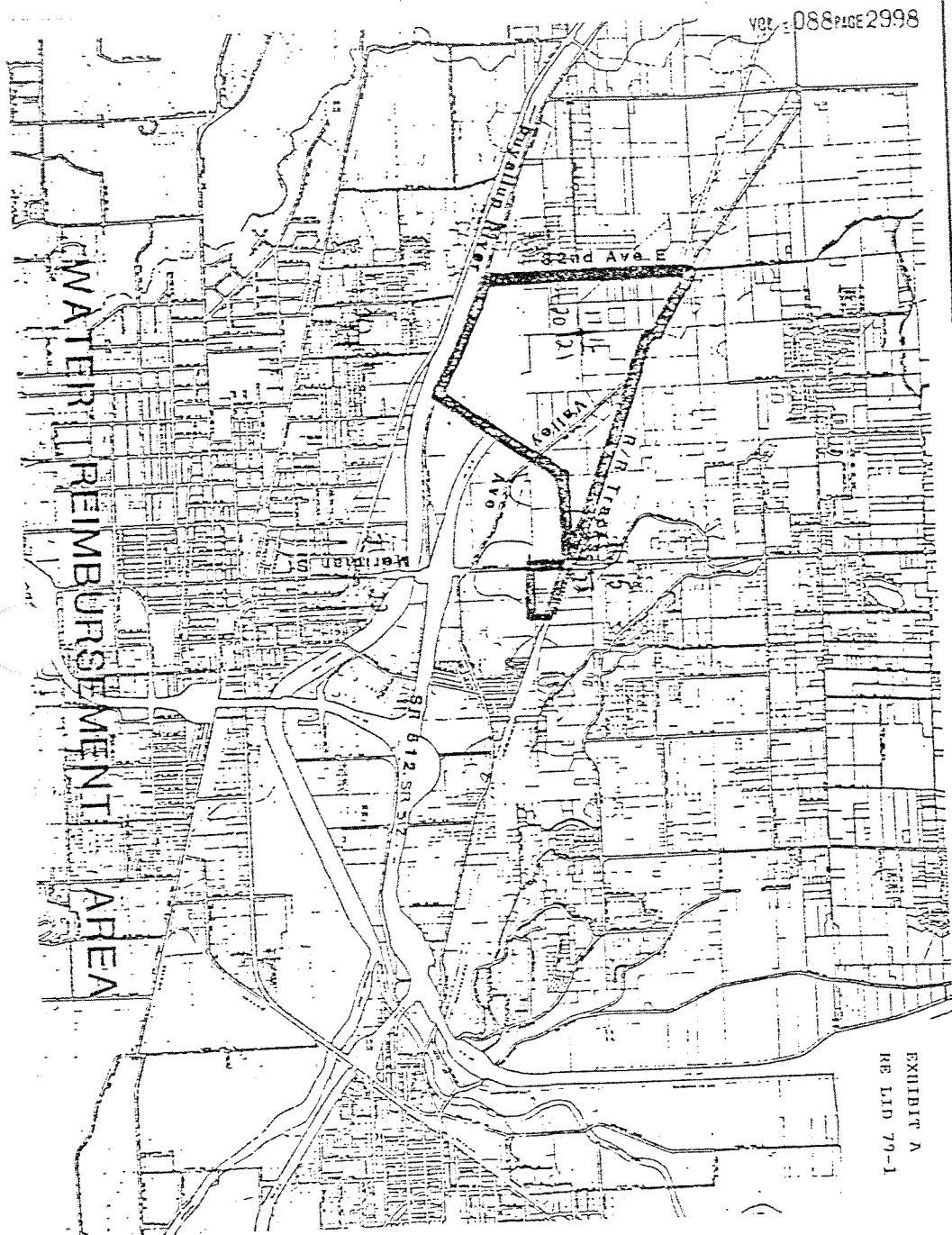
STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 8th day of April, 1982, before me, the under-signed, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EVAN L. CORNFORTH, to me known to be the President of WILEN-CORNFORTH MOTORS, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate above written.

Donald E. Smith
NOTARY PUBLIC in and for the State
of Washington, residing at Puyallup.

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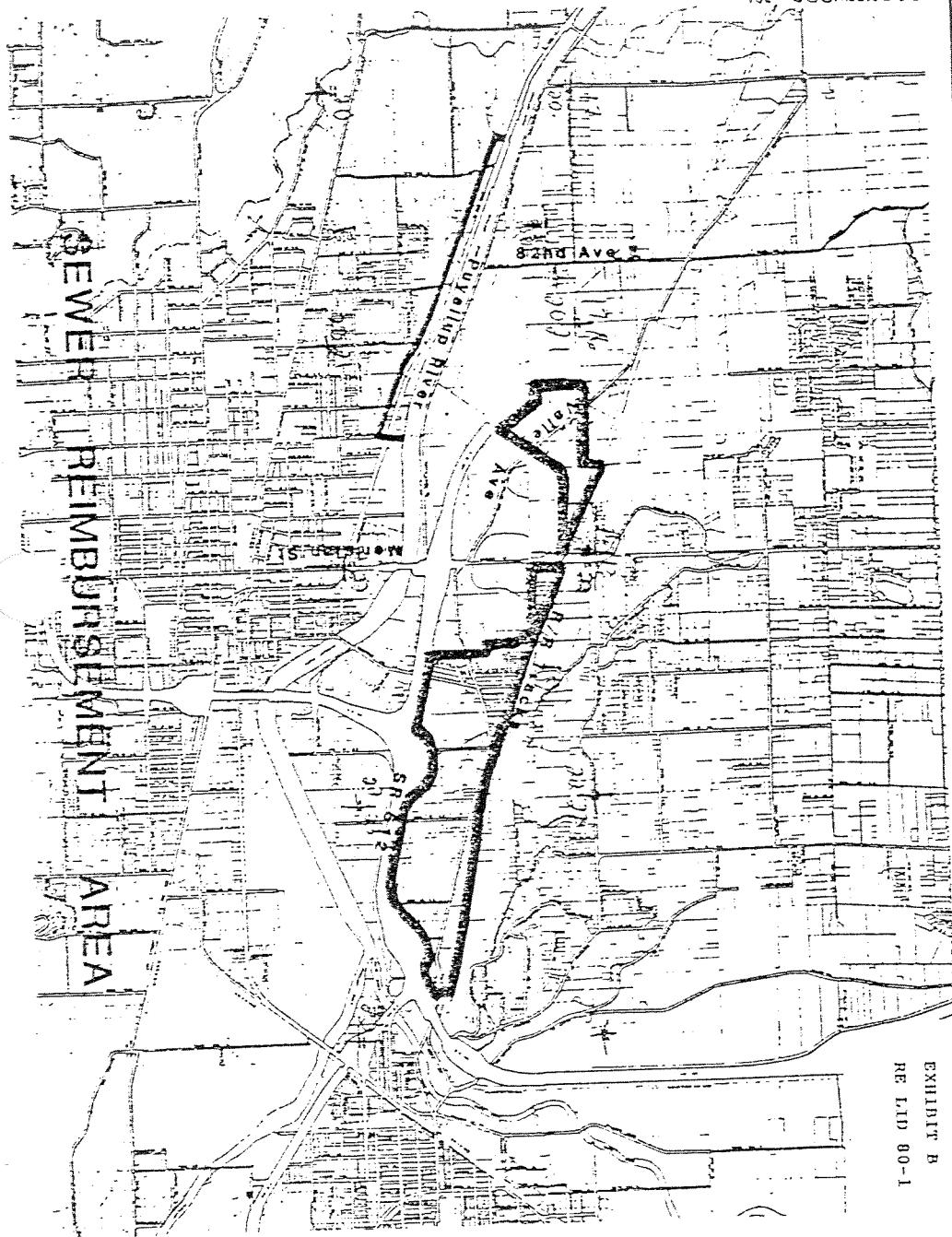


EXHIBIT B
RE LAD 80-1

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