WSU DEVELOPMENT AGREEMENT

December 22, 2009
RECITALS

A. Development Agreements Authorized.

1. The Washington State Legislature has found that lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. RCW 36.70B.170.

2. The City is a municipal corporation under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, including the approval of land use plans and development.

3. The City is authorized by state law to enter into a development agreement that will set forth the requirements for future development of the WSU Property. RCW 36.70B.170.

4. The coordination of land use decision-making involving relatively large properties such as the WSU Property provides unique opportunities for the benefit of the City and the existing and future residents of the City and the Property.

B. Planning Concept and Value.

1. The City is planning under the Growth Management Act, chapter 36.70A RCW.

2. Washington State University (WSU) intends to sell the Property to generate revenue to support its educational mission, a benefit to the state of Washington.

3. There are advantages to the City in entering into this Agreement, including, but not limited to:

   3.1 Dedication of 47.4 acres of property to the City. In addition, two Ponds and their surrounding infiltration areas will be dedicated to the City. Preliminary design indicates that these two pond areas will total 7-10 additional acres. The infiltration areas are expected to be suitable for various recreational uses depending on the time of year and will be connected either to the City Property or to the Perimeter trail.

   3.2 The opportunity for the provision of public parks and trails in an area of the City in which there is a deficit in these public facilities.

   3.3 The opportunity for a public service use such as a YMCA or a similar Community Recreation Center (CRC).

   3.4 The opportunity for medical offices located in a rapidly growing area of the City.
3.5 Achieving appropriate urban densities.

3.6 Providing reasonably priced housing.

3.7 Increasing the range of housing choices in the City.

3.8 Providing commercial development in the heart of Midtown, Bonney Lake's commercial "center of gravity."

3.9 Establishing a new connector road from South Prairie Road E. to SR 410, providing access for the commercial/medical, City, and YMCA or similar Community Recreation Center (CRC) uses, an alternative to the congested South Prairie Road E./SR 410 intersection.

3.10 Creating the opportunity to place buildings in the Commercial/Medical area so that they "back up" to other buildings and not the street or other "public places," rather than the typical strip development currently seen along SR 410.

4. There are advantages to WSU and Weyerhaeuser Real Estate Development Company (WY) in entering into this Agreement, including, but not limited to:

4.1 Greater predictability for the build out of redevelopment of the WSU Property.

4.2 Flexibility in design and development as described in this Agreement.

4.3 The assurances of vesting that are contained in this Agreement in exchange for the commitments by WSU and WY to the mitigation measures described herein.

5. All of the parties enter this Agreement knowingly and voluntarily, with full advice of their respective legal counsel, accepting all obligations created herein, in order to secure the benefits to be derived respectively by each party.

6. RCW 36.70B.170 requires that development agreements set forth the development standards and other provisions that will apply to, and govern and vest the development, use, and mitigation of the development of the real property for the duration of the development agreement. It also requires that the development agreement be consistent with applicable development regulations adopted by a local government planning under the GMA. The parties intend this Agreement to define the development standards and mitigation, as defined in RCW 36.70B.170(3), that will apply to the WSU Property for the term of this Agreement.

C. Public Process.

Pursuant to RCW 36.70B.200, this Agreement was subject to a public hearing before the City Council, which was duly advertised in the Courier Herald on December 1, 2009 and
AGREEMENT

1. PROJECT ELEMENTS

1.1 Project Location and Parties.

The Property subject to this Agreement, referred to as the "WSU Property" or the "Property" consists of 149.1 acres of land lying south of SR 410 between South Prairie Road E. and 214th Avenue E. in the City of Bonney Lake. Washington State University is the fee owner of the WSU Property. Weyerhaeuser Company held a reversionary interest in the WSU Property which it transferred to Weyerhaeuser Real Estate Development Company ("WY"). The Quadrant Corporation, as the agent for WSU and WY, is the applicant for the WSU Property. The legal description of the WSU Property is provided as Attachment 1 and a vicinity map is provided as Attachment 2.

1.2 General Project Elements.

The plan for the WSU Property is composed of the following elements as shown on the site plan provided as Attachment 3:

1.2.1 City Property: 47.4 acres of land comprised of:

40 acres for passive or active uses as decided by the City.

5.4 acres of perimeter buffer/trail.

2.0 acres for a triangle park at 214th Avenue E. and South Prairie Road E.

In addition, two Ponds and their surrounding infiltration areas will be dedicated to the City. Preliminary design indicates that these two pond areas will total 7-10 additional acres. The infiltration areas are expected to be suitable for various recreational uses depending on the time of year and will be connected either to the City Property or to the Perimeter.

1.2.2 Commercial/Medical: 35 acres for:

Commercial/retail uses.

Medical offices.

It is expected that the commercial/medical area will be developed in two phases. Phase 1 will consist of 60,000 square feet of medical office building and associated parking and infrastructure. Phase 2 will include build out of the commercial/medical area.
WSU and WY have entered into a purchase and sale agreement with Bonney Lake MOB Investors, LLC ("MOB") for approximately 4.75 acres in the southeast portion of the Commercial/Medical area for Phase 1. The sale of the property must close within 30 days of the City's approval of engineering plans for necessary infrastructure so that the MOB may begin construction and occupy its facility by June, 2011. The target closing date is June 30, 2010. The sale is contingent upon the execution of the Agreement and the City's approval of the Comprehensive Plan Amendments and rezones referenced in this Agreement.

1.2.3 Residential: 64.7 acres comprised of:

61.7 acres of single family detached, medium, and moderately high density residences.

3.0 acres of privately owned and maintained neighborhood parks and open space.

This area includes two Ponds and their surrounding infiltration areas which will be dedicated to the City.

1.2.4 New Connector Road - 204th Avenue E.: 2.0 acres

A new connector road from South Prairie Road E. to SR 410.

1.3 Permitted Residential Land Uses.

1.3.1 Single Family Detached. Single Family Detached Dwelling units will consist of detached single family homes with fee simple ownership with or without garages. To authorize this use, the City will amend the current R-3 zoning Code to add an Overlay that allows single family detached dwellings as shown in Attachment 8.

1.3.2 Moderately High Density. Moderately High Density dwelling units will consist of small and/or "cottage" homes, duplexes, townhomes, condominiums, or apartments or a combination thereof.

1.3.3 Minimum Density. The minimum density for residential uses will be 10 units per net acre averaged over the 61.7 acres. An individual residential project must have no fewer than 6 units per net acre. The applicant for each residential project must, prior to submitting an application for preliminary plat approval, conduct a pre-application conference with the City. The applicant must demonstrate to the City's satisfaction how its proposed project will allow the residential uses on the 61.7 acres to accomplish a minimum average density of 10 units per net acre.
1.3.4 **CC&Rs.** The permitted uses in the WSU Property may be restricted by CC&Rs which will be recorded separately for the residential divisions of the WSU Property, provided the CC&Rs shall not conflict with the conditions of this Agreement or the applicable zoning. Restrictions provided in the CC&Rs will be enforced by a Homeowner's Association or other private parties or subassociations in accordance with the terms and conditions of the CC&Rs. The City will have no authority nor obligation to enforce restrictions provided in the CC&Rs.

2. **DEFINITIONS**

2.1 "**Agreement**" means this Development Agreement.

2.2 "**BLMC**" means the Bonney Lake Municipal Code.

2.3 "**CAO**" means the City's critical areas regulations, chapters 16.20-16.30 BLMC.

2.4 "**CC&Rs**" means a declaration of covenants, conditions, and restrictions.

2.5 "**City**" means the City of Bonney Lake.

2.6 "**City Property**" means the 40 acres shown on Attachment 3 as "City" and "City/YMCA." This acreage does not include the 7.4 acres contained in the Perimeter Buffer and Triangle Park, which, as provided in § 6.3, will be dedicated to the City as the Residential area builds out.

2.7 "**Commercial/Medical**" means the 35 acres shown on Attachment 3 as "Commercial/Medical."

2.8 "**DEIS**" means the WSU Site Project Draft Environmental Impact Statement dated August 2009.

2.9 "**EIS**" means collectively the DEIS and the FEIS.

2.10 "**Expiration of Use Restriction**" means the earlier of January 1, 2025 or the issuance of final building permits for all of the property in the Commercial/Medical and Residential areas (also referred to as "build out of the Commercial/Medical and Residential areas").

2.11 "**FEIS**" mean the WSU Site Project Final Environmental Impact Statement dated November 24, 2009.

2.12 "**GMA**" means the Growth Management Act.

2.13 "**MDD**" means master drainage design.

2.14 "**Mandate**" means a directive from the State or Federal government with which the City is required to comply and under which the City has no discretion.
2.15 "Net Acre" refers to the total acreage within a lot or parcel after critical areas, critical area buffers, streets, stormwater facilities, utility tracts and public parks that will exist upon completion of development are deducted from the lot or parcel. Refer to BLMC 18.04.140.N.

2.16 "Pond" means a visually integrated, irregularly shaped, landscaped facility, the sole purpose of which is to retain and treat Stormwater.

2.17 "Proposed Actions" means the proposed actions identified in the FEIS.

2.18 "Quadrant" means The Quadrant Corporation.

2.19 "Residential area" means the area shown on Attachment 3 as "Single Family/Multi-Family Housing."

2.20 "Shared Stormwater Facilities" means stormwater facilities located on the City Property and serving the City and Commercial/Medical properties, portions of the Residential area and the portions of the existing retail center that currently discharge stormwater onto the WSU Property.

2.21 "TIA" means the Transportation Impact Study, Appendix C to the DEIS.

2.22 "TIF" means the City's Traffic Impact Fee Program.

2.23 "TIP" means the City's 2009-2015 Six-Year Transportation Improvement Program.

2.24 "WSU" means Washington State University.

2.25 "WSU Property" or "Property" means the real property legally described in Attachment 1 and depicted on Attachment 2.

2.26 "WY" means Weyerhaeuser Real Estate Development Company.

3. DEDICATION OF PROPERTY TO CITY

3.1 Dedication of Property/Limitation on Uses. WSU and WY will convey to the City the City Property subject to the following restrictions:

3.1.1 Until the time specified in Section 2.10 of this Agreement, uses of the City Property will be limited to City/public uses and community recreation or public service uses, such as a YMCA or similar Community Recreation Center (CRC).

3.2 If the City elects to develop any portion of the City Property for athletic fields, it will permit developers of the Commercial/Medical and/or Residential properties to
excavate soil from the area of the athletic fields, if needed, for structural fill on the Commercial/Medical and/or Residential properties so long as the developers replace the material removed with existing topsoil from their properties and rough grade the affected area of the City Property to a grade which is mutually acceptable to the developers and the City.

3.3 **Timing of Property Transfer.** WSU/WY will transfer the City Property to the City’s ownership upon expiration of the appeals periods, and the resolution of any appeals to the satisfaction of WSU/WY, for the 2009 Comprehensive Plan Amendment and rezone changing the future land use and zoning maps, execution of this Agreement, and passage of an Ordinance adopting the R-3 Overlay as shown in Attachment 8 and applying it to the Residential area, as discussed in Paragraph 1.3.1 of this Agreement.

3.4 **Credit Against Park Impact Fees.**

3.4.1 The City’s Comprehensive Plan identifies a deficit in the level of service for community parks. To address this deficit, the Comprehensive Plan calls for 1-2 new community parks dispersed throughout the City, each with an acreage of 20 to 30 acres, or one large park of 40 to 50 acres in south or central Bonney Lake. Dedication of the City Property for recreational purposes shall qualify WSU/WY for a credit against future parks impact fees.

3.4.2 The Parks Element of the Comprehensive Plan values community park property at $50,000/acre. Using this number, the value of the Property dedicated to the City for recreational uses, including the YMCA Property but not including the perimeter trail or Triangle Park, is two million dollars ($2,000,000). The City's current parks impact is $2,974.00/residential unit. Accordingly, the value of the dedicated property is equivalent to the impact fee for 672 residences, more than the projected number of dwelling units for the Project. The parties agree that dedication of the City Property fully satisfies the parks impact fees that would otherwise be payable by developers of the WSU Property and that no parks impact fees will be due.

4. **YMCA OR SIMILAR COMMUNITY RECREATION FACILITIES**

4.1 After the conveyance of the City Property to the City as provided in § 3, the City may take steps to allow the YMCA or a similar Community Recreation Center (CRC) to develop and/or operate a new facility of approximately 60,000 square feet of building area on the western portion of the City Property as shown on Attachment 3. The decision to allow a YMCA or CRC development or operation on the City Property is totally within the discretion of the City, and not in any way limited by this Agreement.

4.2 The owners of the properties on which the YMCA or a similar Community Recreation Center (CRC) and adjacent Commercial/Medical uses will be located will
enter into cross easements for parking, utilities, and construction easements which are mutually beneficial.

4.3 The property on which the YMCA or similar Community Recreation Center (CRC) may be located will be subject to the easements described in § 5.

5. **EASEMENTS**

The City and Commercial/Medical properties will provide for construction easements and easements for the conveyance of water, sewer, stormwater, and other required utilities to, and between, the various other commercial/medical, residential, and public use areas of the site that will be constructed and require services.

6. **DEVELOPMENT STANDARDS AND MITIGATION MEASURES**

6.1 **Standards for Critical Areas.**

6.1.1 **Classification of Critical Areas.** One wetland, Wetland A, is located in the northwestern portion of the Property, west of an existing commercial development. The wetland is surrounded by infiltration ponds, which were sized and constructed to receive the stormwater for the commercial development east of the site. Wetland A is hydrologically isolated from other regulated water bodies. Wetland A is rated as a Category III wetland under the *Washington State Wetland Rating System for Western Washington* and BLMC 16.22.020.

6.1.2 **Sequencing.** BLMC 16.20.130.E is used to ensure that the proposed impacts to wetlands are truly necessary. This section requires that the following sequence be followed: Avoid the impact altogether by not taking the proposed action; minimize the impact by limiting the action’s magnitude or changing the project design, location, or timing; or mitigate (compensate for) the impact on natural system functions and values by enhancing or replacing other natural systems and ensuring that the mitigation serves its purpose over time. The DEIS and FEIS evaluated sequencing and determined that avoiding Wetland A effectively takes nine acres of potentially valuable commercial/medical space away. This area calculation includes both the required wetland and buffer area (approximately 1.6 acres), the need to realign roads and other infrastructure, and resulting areas that would be too small to develop successfully. Consequently, the parties concur that it would not be feasible to avoid Wetland A. Similarly, minimizing the impact, while reducing the area of impact, would still render the Commercial/Medical area economically infeasible.

6.1.3 **Mitigation.**
6.1.3.1 The City's technical consultant has determined opportunities for onsite mitigation are both very limited and technically challenging. Onsite mitigation would provide limited functions.

6.1.3.2 WSU/WY may use a thirty-seven acre parcel on the east side of Fennel Creek, which is owned by the City, for off-site wetlands mitigation. WSU/WY shall compensate the City for the fair market value of any land used for mitigation, with the City retaining ownership of the land.

6.2 Stormwater Design and Construction Standards.

6.2.1 Master Drainage Design ("MDD"). With the goal of creating a master stormwater system that will serve the entire WSU Property, WSU/WY or their agent shall prepare a comprehensive MDD for the City's review. A conceptual plan of the MDD is attached to this Agreement as Attachment 4. The MDD shall make provision for three Ponds, one on the City Property and two on the Residential Property, both of which shall be connected to the City Property or Perimeter Trail via open space (infiltration areas which are expected to be suitable for various recreational uses depending on the time of year), which shall be dedicated to the City upon completion of the Ponds. The Pond on the City Property shall be no larger than four acres in size. The MDD shall also provide for an excavated infiltration area for shared stormwater along the south and western portions of the City Property, which shall be suitable for various recreational uses depending on the time of year.

To ensure that the design makes adequate provisions for stormwater, the design will assume that 28 acres of the City Property will be developed with athletic fields and 5.4 acres with a 60,000 square foot building (as depicted on Attachment 4, Site Plan Concept B). Provided that the MDD is submitted to the City no later than December 31, 2009, and provided that the City's reasonable requests for modifications or follow-up information are complied with, the City shall endeavor to approve the MDD by April 15, 2010. The approved MDD shall provide for stormwater management and infiltration for buildup of the Commercial/Medical area; Residential area; the portions of the existing retail center that currently discharge stormwater onto the WSU Property; and up to 28 acres of athletic fields on the City Property. No further stormwater review of individual projects within the Commercial/Medical area, Residential area will be required. Additional stormwater review of the City Property will be required if uses that will generate stormwater in excess of that assumed in the approved MDD are proposed.

6.2.2 Applicable Standards. The MDD and all stormwater facilities constructed thereunder shall be vested to and comply with the drainage provisions set forth in the 2009 version of Chapter 15.13 BLMC as well as the Pierce County Stormwater Management and Site Development Manual - 2008,
adopted by reference by BLMC 15.13.040, provided, that the City may impose subsequently-adopted storm-water regulations if necessary to address imminent public health and safety standards or to comply with a mandate under the Clean Water Act.

The MDD will be executed under the assumption that the volume of water on the City Property and Residential property shall be, in a 100 year storm event, a twelve acre pond and an eight acre pond, respectively, with the ponds having the same design water depth.

6.2.3 Pond Construction.

6.2.3.1 Ponds for water quality or retention/detention of stormwater must be designed to eliminate the requirement for safety fencing.

6.2.3.2 Stormwater Ponds must be designed to be aesthetically pleasing and visually integrated into the environment. Options to satisfy this requirement include the following:

6.2.3.2.1 Ponds designed as natural features with water-tolerant plantings.

6.2.3.2.2 Ponds designed with irregular shapes.

6.2.3.2.3 Provision of evergreen and deciduous trees and other plantings in the stormwater tract.

6.2.3.2.4 Provision of soft-surface pedestrian trails which connect to sidewalks along nearby roadways, or to trails on the Property.

6.2.3.2.5 Other design options as mutually agreed to by the City and the developer.

6.2.4 Shared Stormwater Facilities.

6.2.4.1 These facilities will be appropriately sized to serve the areas identified for the City Property, Commercial/Medical uses, portions of the Residential area, and the portions of the existing retail center that currently discharge stormwater onto the WSU Property.

6.2.4.2 The stormwater facilities approved under the MDD will be constructed in phases by the commercial/medical, residential, and City developments, as capacity for stormwater management to serve these developments is needed.
6.2.5 **Stormwater Facility Minimization Strategies and Low Impact Development (LID) Techniques.**

The parties wish to minimize the land area devoted to Stormwater Facilities. Therefore, in developing the MDD, WSU/WY or their agent will consider the following means of minimizing the size of Stormwater Facilities, where feasible and cost effective:

6.2.5.1 Designing any ball fields or other active recreation use of the City Property to infiltrate stormwater generated from that recreation use on that portion of the City Property.

6.2.5.2 Where suitable soil conditions exist within a depth of eight feet of finished grade, infiltrating stormwater from roofs in the Commercial/Medical area on the commercial/medical property and from roofs in the Residential area on the Residential area.

6.2.5.3 Designing the Shared Stormwater Facilities so that they can serve multiple uses. For example, it is expected that portions of the Shared Stormwater Facilities will be dry in the summer and early fall months and could be used for various recreational activities.

6.2.5.4 Providing stormwater storage above the design elevation of the presetting basin facility.

6.2.5.5 Designing bio-retention swales and rain gardens within the right of way for 204th Avenue E., according to a “SeaStreet” concept, as shown on Attachment 5.

6.2.5.6 Using other mutually acceptable low impact development (LID) techniques, system design assumptions, and criteria that would serve to minimize the size of Stormwater Facilities.

6.2.5.7 Sixty percent of any reduction in the volume of non-infiltrated Stormwater from these strategies shall be attributed to reducing the volume of stormwater on the City Property, and 40% shall be attributed Residential Area.

6.2.6 **Ownership of Stormwater Facilities.** Upon completion of construction of the stormwater facilities, said facilities shall be dedicated to the City for purposes of ownership and maintenance.

6.3 **Perimeter Buffer and Perimeter Loop Trail.**

As shown on Attachment 3, a 50-foot wide buffer around the north, east, and south sides of the Residential area and a two-acre park at the intersection of South Prairie
Road E. and 214th Avenue E. will be dedicated to the City as the Residential area is built out. Each residential project that contains any portion of the perimeter buffer or Triangle Park will be conditioned upon dedication of the portion of the perimeter buffer or triangle park contained within the plat. As part of project construction, developer will grade and landscape the perimeter buffer and construct a soft surface trail within that portion of the perimeter buffer or triangle park. The area to be dedicated shall be credited toward the open space required by BLMC 18.80.080.

The following requirements apply:

6.3.1 Perimeter buffers and the triangle park shall be placed in separate tracts to be dedicated to the City, and shall be shown on the final plat map and final engineering plans for the various divisions or phases of the Residential area.

6.3.2 Prior to any site clearing and grading activities adjacent to the triangle park, construction fencing shall be placed on the site to identify the boundaries of the triangle park adjacent to the construction activities. Such fencing shall remain in place until all clearing and grading activities are completed.

6.3.3 The developer(s) of the Residential area adjacent to the City Property will provide for a connection of the Perimeter Loop Trail to existing or planned trails in the City Property.

6.4 Water Service.

All water service will be provided by the City. Each developer of the commercial/medical, YMCA or similar Community Recreation Center (CRC), City, and residential uses shall be responsible for all costs of extending required water service facilities to serve its property, including the payment of System Development Charges (SDC's), but may enter into latecomer agreements as authorized by law and approved by the City.

6.5 Sewer Service and Sewer Extension.

6.5.1 Sewer service will be provided by the City on a 'first come first served' basis (i.e., as capacity is available). Each developer of the commercial/medical, YMCA or similar Community Recreation Center (CRC), City, and residential uses shall be responsible for all costs of extending required sewer facilities to serve its property, including the payment of System Development Charges (SDC's) but may enter into latecomer agreements as authorized by law and approved by the City.

6.5.2 Preliminary analysis indicates that sewer can be provided to the Property from South Prairie Road E. or 214th Avenue E. The City will support the means of serving the Property with sewer that is most cost-effective to the developer consistent with the City's Sewer Comprehensive plan.
6.5.3 Section 503.2 of the 2008 City of Bonney Lake Development Policies and Public Works Design Standards requires that proposed sanitary sewer systems be designed and sized to serve tributary areas and be extended to "far" property line(s) in order to provide access to future development if future extensions of the system are deemed probable by the City. Because of the topography, it is not probable that sewer will be extended on the north side of South Prairie Road E. Sewer facilities shall be extended from the current termination point on S. 200th Avenue E. to the planned Connector Road. Extension of sewer facilities along the remainder of the frontage of South Prairie Road E. shall not be required. Sewer facilities shall be extended along 214th Avenue E if required by the City.

6.6 Transportation. WSU/WY recognizes its obligation to provide mitigation for the transportation impacts of its development proposal. Transportation mitigation was extensively studied during the SEPA process. Engineers for WSU/WY reviewed the impact of the project on 36 intersections, three access scenarios for the Connector Road and SR 410, and full build-out with or without the planned extension of the 198th corridor. Transportation mitigation measures outlined in the Final Environmental Impact Statement (pages 1-7 through 1-9; 1-13 through 1-20; and 3-2 through 3-3) are hereby adopted by reference as obligations of WSU/WY under this Agreement, unless inconsistent with this Agreement. See Attachment 5. Table 1-3 of the FEIS states that the Applicant's proportionate share of mitigation measures beyond Phase 1 shall be addressed in the Development Agreement. Each developer for any project beyond Phase 1, as defined in the FEIS, shall satisfy traffic mitigation obligations by paying transportation impact fees (TIF) at the rates in effect at the time of building permit issuance. In addition, each project shall pay a TIF surcharge in an amount that represents that project's proportionate share of the projects outlined in the following table, the scope of which is set forth in the 2010-15 Transportation Improvement Plan (TIP):

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<th>2015 Mitigation (Full-Build) Summary</th>
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<td>Intersection (I/S)</td>
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The TIF surcharge shall be paid as a component of the TIF at building permit issuance. The surcharge shall be calculated by multiplying a fraction (the numerator of which is that project's total entering trips at the affected intersections listed in the above Table and the denominator of which is the total entering traffic) by the projected cost of the improvement in the TIP at the time of building permit issuance. (The above Table illustrates how the TIF surcharge would have been calculated at the time the FEIS was issued, but the percentages may change when the above formula is applied.)

6.6.1 The Connector Road (204\textsuperscript{th} Avenue E.)

6.6.1.1 204\textsuperscript{th} Avenue E. shall be designed and constructed consistent with Attachment 5.

6.6.1.2 The City will provide a single comprehensive engineering design approval for 204\textsuperscript{th} Avenue E., consistent with City Development Standards, between SR 410 and South Prairie Road E.
6.6.1.3 204th Avenue E. will be constructed in phases by the commercial and medical developments as warranted by traffic studies.

6.6.1.4 The parties agree that the intersection of 204th Avenue E and SR 410 will not be signalized, and will have right-in, right-out access only.

6.6.2 Residential access. At the time of preliminary plat applications, the applicant for each plat that proposes a new access on 214th Avenue E. and/or South Prairie Road E. shall provide a limited scope traffic engineering analysis of the proposed access point(s). The analysis will address intersection spacing and level of service at the driveway(s). The applicant for the preliminary plat adjacent to the northern boundary of the residential area shall construct a road to the northern boundary of its property to allow a potential future vehicular connection to 211th. At a minimum, pedestrian access will be provided from the residential area to 211th.

6.6.3 Access to City Property. WSU/WY shall grant the City an easement 30 feet in width from the Connector Road (204th Avenue E) to the northwest corner of the City Property and design the placement of the Pond to accommodate access to the City Property.

6.7 Tree preservation. No trees may be removed from the Property without first obtaining a clearing permit from the City, which shall be issued according to BLMC Chapter 16.13. Tree retention requirements for the commercial area shall be met by the transfer of the Perimeter Trail, and Triangle Park, the design of the Connector Road, and the provision of 1.5 acres of landscaped space in the Commercial Area including trees with a minimum caliper of three inches at planting. If requested by the City, WSU/WY shall replant the infiltration area on the City Property.

Without infringing upon full development of the residential area at the maximum density allowed in the zone, the City may require developers of residential projects to retain non-exempt trees in accordance with the community character element of the Comprehensive Plan. The Western Red Cedar trees located in the portions of the Residential area that will be used for Stormwater infiltration and retention shall be retained if two arborists mutually agreed-upon by the Parties indicates the trees would survive. For example, the parties have agreed that Dennis Tompkins and Kenelm Russell are mutually acceptable.

7. Interim Existing Trail Use. As shown on Attachment 7, several old trails exist on the WSU Property that are not currently in use because of safety considerations. Following conveyance of the 40 acre City Property to the City as outlined in § 3, or sooner if mutually agreed-upon between the Parties, WSU and WY will make the existing trails ("Trails") available for temporary recreational use by the general public,
free of charge to recreational users. This temporary use is conditioned on the following terms:

7.1 The Trails shall be used by individuals or schools for sports training, walking, running, or other similar pedestrian recreational use (the "Use") and for no other purpose without the prior written consent of WSU and WY.

7.2 The City will accept the Trails and adjacent areas in their existing condition when turned over to the City, and shall maintain the Trails and adjacent areas in good and safe condition, appearance, and cleanliness, free of dangerous trees or other vegetation. The City shall pick up and dispose of litter and other trash at least monthly.

7.3 The City shall provide law enforcement services for the Trails.

7.4 The City shall not undertake or permit any activity or other use on the Trails or surrounding property that would constitute a nuisance.

7.5 It is anticipated that the Recreational Land Use Statute, RCW 4.24.210, shall protect both the City and WSU/WY from liability for unintentional injuries to recreational users of the trails. Nevertheless, the City shall defend, indemnify and hold WSU and WY harmless from any and all liabilities or claims by others for bodily or personal injury, death, or property damage arising or resulting from use of the Trails by the City or the public, including without limitation bodily and personal injury, death or property damage arising from the use of the trails by the City or the public and any activities thereon, and including claims made by City employees engaged in work connected to the City's Use.

7.6 Use by the City and the public shall not interfere with the use of the WSU Property by WSU and WY or with development of the WSU Property.

7.7 WSU and WY may from time to time close all or any portion of the Trails to facilitate site exploration, development, and construction, with advance notice to the City.

7.8 The Use shall end on the earlier of the date of approval of engineering plans for the portion of WSU Property on which the Trails are located or January 1, 2035 (the "Use Term"), except terminated earlier as provided in this Agreement.

7.9 The City will be solely responsible for utilities, garbage collection or disposal, safety measures, or security it deems necessary for the Use described herein and acknowledges that neither WSU nor WY will provide services, support, utilities, garbage collection or disposal, safety measures, or security of any kind.

7.10 The indemnity obligations of the City undertaken under the terms of this Agreement shall survive the termination of the Use Term.

7.11 Either party may terminate interim use of the Trails. If WSU/WY elects to terminate the City's use of the Trails, it shall provide one year's advance written notice to the City.
7.12 At the expiration of the Use Term, the City shall quietly yield and surrender the Trails to WSU.

8. VESTING OF DEVELOPMENT STANDARDS

8.1 Except as set forth in Section 8.2, development on the Property shall be governed by development standards in effect at the time of application for land use approvals or development permits. The City shall also apply impact fees at the rates in effect at the time of building permit issuance, and application review fees and building codes (including, but not limited to, fire codes) in effect at the time of building permit application.

8.2 For the duration of the Agreement, all development on the Property shall vest to and be governed by the following development standards as they exist on the date this Agreement was executed, ,2009. These standards shall be implemented through plats, building and grading permits and other permits and approvals from the City. During the term of this Agreement the City shall neither modify nor impose new or additional conditions beyond those set forth in this Agreement, nor apply subsequently adopted ordinances or other regulations which exceed or are inconsistent with the standards vested under the Agreement, except when necessary to address imminent public health and safety hazards or comply with a mandate from the state or federal government, or upon mutual agreement between the parties.

8.2.2 Title 16 BLMC, Environmental Protection.
8.2.3 Title 17 BLMC, Subdivisions
8.2.4 Title 18 BLMC, Zoning, except for any amendments specifically referred to in § 1.3.1
8.2.5 Title 19 BLMC, Concurrency Management
8.2.5 Public Works Design Standards

Except as otherwise specifically provided, the uses permitted and standards stated herein shall remain in effect for purposes of issuing approvals of applications submitted prior to expiration of the Agreement which are within its scope as originally approved.

9. FURTHER SEPA REVIEW

9.1 The EIS analyzed adoption of Comprehensive Plan and Code amendments and development of the Property at the non-project and project levels. The proposed actions and impacts analyzed in the EIS include buildout of residential and non-residential uses at the densities and intensities pursuant to the development standards and mitigation measures approved in this Agreement. The City intends that the EIS will satisfy SEPA requirements for implementing approvals and permits
for all other anticipated actions in the built out of the Property except as provided in § 9.2.

9.2 The following transportation issues will require additional SEPA review:

9.2.1 Site specific residential access to 214th Avenue E. and/or South Prairie Road E. were not analyzed. Additional SEPA review for such residential access shall be conducted by the plat applicant(s) pursuant to § 6.6.2.

9.2.2 Phasing of construction of 204th Avenue E. and signal improvements. These improvements will be constructed in phases by the commercial and medical developments as warranted by traffic studies.

9.3 The proposed actions described in the EIS include a series of permits which would issue over a period of time in a manner required to implement the overall project. If a subsequent permit or application falls within the "Proposed Actions" as analyzed in the EIS, unless otherwise necessitated by WAC 197-11-600, no threshold determination is required. The existing environmental documents, and the mitigation measured identified therein, may be used to meet the City's responsibilities under SEPA. This provision is consistent with WAC 197-11-600(2), which allows environmental documents that have previously been prepared to be used to evaluate proposed actions, alternatives, or environmental impacts.

9.4 In the event that subsequent permits do not fall within the scope of the alternatives examined in the EIS, the City may require Supplemental Environmental Review. If a Supplemental or Addendum Environmental Impact Statement is prepared, it will not include an analysis of actions, alternatives, or impacts that are addressed by an alternative or a combination of the alternatives in the previously prepared EIS. The SEIS/Addendum would include substantial changes and/or new information indicating probable significant adverse impacts that have not been analyzed. If an SEIS discloses that additional mitigation is required for treatment of probable, significant, adverse impacts not previously disclosed, the applicable development standards may be modified to incorporate additional mitigation.

10. OTHER REQUIRED PERMITS

Approval of this Agreement does not limit the responsibility of the parties or any developer to obtain any required permit or license from the State or other regulatory body.

11. HOMEOWNERS ASSOCIATION; COVENANTS, CONDITIONS, AND RESTRICTIONS.

A homeowners association may be established for the Residential area. The association shall be responsible for the long-term ownership and maintenance of common properties and facilities within the Residential area.
An owners association and CC&Rs may also be developed for the Commercial/Medical area.

12. GENERAL PROVISIONS

12.1 Recording. This Development Agreement will be recorded with the Pierce County Auditor.

12.2 Effective Date. This Agreement shall become effective upon its execution by all of the parties.

12.3 Term. This Agreement permit shall terminate 15 years after its effective date. The City Council may grant a one-time extension, extending the Agreement an additional 5 years. Prior to granting the extension the City Council will assess compliance with the conditions of this Agreement and may modify or impose new standards deemed necessary for the public health or safety. A permit extension shall be granted based on a finding by the City Council that WSU and WY continue to implement the overall project approved in this Agreement.

12.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Washington.

12.5 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors, successors in title, and assigns of WSU, WY, and the City.

12.6 Assignment. The parties acknowledge that development of the Property may involve sale and assignment of portions of the Property to other persons who will own, develop and/or occupy portions of the Property and buildings thereon. WSU and WY shall have the right to assign and transfer any or all their interests, rights or obligations under this Agreement to other parties acquiring an interest or a stake in all or any portion of the Property. Consent by the City shall not be required for any transfer rights pursuant to this Agreement.

12.7 Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such an agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

12.8 Severability. If any material provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those material provisions held by a court of law to be unenforceable, the parties shall confer and agree to amend the Agreement to implement the mutual intent of the parties to the maximum extent allowed by law.
12.9 **Authority.** Each party represents that it has the respective power and authority to execute this Agreement.

12.10 **Amendment.** This Agreement shall not be amended without the express written approval of the parties. The City Council must approve all amendments to this Agreement by ordinance or resolution, and only after notice to the public and a public hearing.

12.11 **Attachments.** Attachments 1-8 are incorporated herein by this reference as if fully set forth. In the event of any conflict or inconsistency between the Attachments and the main body of this Agreement, the main body shall control.

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

12.13 **Integration.** This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. There are no other Agreements, oral or written, except as expressly set forth herein.

12.14 **Construction.** This Agreement has been reviewed and revised by legal counsel for all parties, and 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.

12.15 **Counterparts; Facsimile; Electronic mail.** This Agreement may be executed in three or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all Parties execute each counterpart. Signatures transmitted by facsimile or electronic mail shall have the same effect as original ink signatures. With regard to any signature transmitted by facsimile or electronic mail, the transmitting party shall use reasonable and diligent efforts to promptly deliver to the recipient an ink original of what was previously transmitted, but failure to do so shall not impair in any way the validity of the transmitted signatures.
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

By: ____________________

Its: ____________________

WASHINGTON STATE UNIVERSITY

By: ____________________

Its: ____________________

The City of Bonney Lake

By: ____________________

Neil Johnson, Jr.

Its: Mayor

Attachments:
1. Legal
2. Vicinity Map
3. Site plan
4. MDD Conceptual Plan
5. Standards for Connector Road
6. Excerpts from FEIS
7. Trails that exist on the WSU Property
8. R-3 Overlay Zone

Acknowledgments
STATE OF WASHINGTON  ) 
County of Pierce  ) 

I certify that I know or have satisfactory evidence that Neil Johnson, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Bonney Lake, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 29, 2009

Notary Public in and for the State of Washington, residing at Bonney Lake
My appointment expires: 10-10-11

STATE OF WASHINGTON  ) 
County of _________  ) 

I certify that I know or have satisfactory evidence that Scott Dahlquist is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice-President, West of Weyerhaeuser Real Estate Development Company (WY), a wholly owned subsidiary of Weyerhaeuser Company, a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _______________________

Notary Public in and for the State of Washington, residing at _________
My appointment expires: _________
ATTACHMENTS:
1. Legal
2. Vicinity Map
3. Site Plan
4. MDD Conceptual Plan
5. Standards for Connector Road
6. Excerpts from FEIS
7. Trails that exist on the WSU Property
8. R-3 Overlay Zone
STATE OF WASHINGTON  

County of __________  

I certify that I know or have satisfactory evidence that Neil Johnson, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Bonney Lake, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ____________________________

Notary Public in and for the State of Washington, residing at __________
My appointment expires: __________

STATE OF WASHINGTON  

County of King  

I certify that I know or have satisfactory evidence that Scott Dahlquist is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice-President, West of Weyerhaeuser Real Estate Development Company (WY), a wholly owned subsidiary of Weyerhaeuser Company, a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12.23.09

Notary Public in and for the State of Washington, residing at King County
My appointment expires: 12.15.2012

Notary Public
State of Washington
MARLENE T. VOSB
My Commission Expires
December 15, 2012
WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

By: __________________________

Its: __________________________

WASHINGTON STATE UNIVERSITY

By: __________________________

Richard A. Heath
Sr. Associate Vice President
Washington State University

Its: __________________________

APPROVED AS TO FORM:

___________________________

23rd day of December, 2009

The City of Bonney Lake

By: __________________________

Neil Johnson, Jr.

Its: Mayor

Attachments:
1. Legal
2. Vicinity Map
3. Site plan
4. MDD Conceptual Plan
5. Standards for Connector Road
6. Excerpts from FEIS
7. Trails that exist on the WSU Property
8. R-3 Overlay Zone
STATE OF WASHINGTON  

County of Whitman  

I certify that I know or have satisfactory evidence that Richard A. Heath is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the Instrument and acknowledged it as the Sr. Associate Vice President Business and Finance of Washington State University, an institution of higher education and agency of the state of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the Instrument.

Dated: 12-23-09

[Signature]

Notary Public in and for the State of Washington, residing at Pullman, WA
My appointment expires: 12-27-12
Attachment 1

Legal Description
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
LYING NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH
PRAIRIE ROAD) AS LOCATED THEREON;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THAT PORTION OF THE FRACTIONAL EAST HALF OF THE NORTHWEST QUARTER,
INCLUDED WITHIN GOVERNMENT LOT 3 AND THE SOUTHEAST QUARTER OF SAID
NORTHWEST QUARTER, LYING SOUTH OF THE CENTERLINE OF PRIMARY STATE
HIGHWAY NO. 5, AS THE SAME IS DESCRIBED IN AN EASEMENT FROM
WEYERHAEUSER TIMBER COMPANY TO THE STATE OF WASHINGTON, DATED
OCTOBER 12, 1939 AND RECORDED UNDER RECORDING NUMBER 1251911,
AND NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH
PRAIRIE ROAD) AS LOCATED THEREON;

AND THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER LYING
NORTH AND EAST OF THE CENTERLINE OF THE COUNTY ROAD (SOUTH PRAIRIE
ROAD) AS LOCATED THEREON;

ALL IN SECTION 3, TOWNSHIP 19 NORTH, RANGE 5 EAST, W.M., IN PIERCE COUNTY,
WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO PIERCE COUNTY UNDER RECORDING
NUMBER 200203270756.
Attachment 2
Vicinity Map
Attachment 3

Site Plan
WSU / Bonney Lake Site

MASTER LAND USE PLAN
August 27, 2009

CONNECTION ROAD

COMMERCIAL / MEDICAL

CONNOR ROAD

COMMERCIAL / MEDICAL

COMMERCIAL / MEDICAL

CITY / YMCA

CITY

MULTI-FAMILY HOUSING

SINGLE FAMILY / MULTI-FAMILY HOUSING

Potential Access to City Property - Location to be Determined

Storm Facility Box / Soft/Infil Area

Multi-use Recreation / Infil Area

3-5 Acres of HOA Neighborhood Parks / Open Space - Final Configuration To Be Determined

Storm Facility

20" City Landscaping and Trail

Streetscape Conceptual Locations

Restored Natural Vegetation

CONNECTOR ROAD SECTION - MINOR ARTERIAL - MODIFIED

NOT TO SCALE
WSU/BOONET LAKE SITE
SECTION 8 INFILTRATION AREA "DOUG EAGLE GRADING "
1/8" = 1'-0"

+5 DECOLE 1/30/01

FUTURE CONDITION:
SLOPE CAN BE LAID
BACK TO AS FLAT AS 1%
<table>
<thead>
<tr>
<th>Proposed Action</th>
<th>Alternative 1</th>
<th>Alternative-2</th>
<th>Alternative 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>dedicated to the City (consisting of approximately 34.6 acres in natural forest area and approximately 7.4 acres in perimeter buffer/triangle park)</td>
<td>open space that would be dedicated to the City of Bonney Lake. As under the Proposed Action, the 29.5 acres of open space could be used by the City for a community park and active recreational uses. A one mile soft surface would be provided but a portion of the trail would be in an easement over private land.</td>
<td>privately-owned area could be landscaped or potentially available for limited-access recreational use. The existing onsite trail would be closed.</td>
<td></td>
</tr>
<tr>
<td>It is assumed that approximately 34.6 acres of land would be conveyed to the City in its natural forested condition, and would include the opportunity for a potential community park and active recreational uses (i.e. ball fields, playground, etc.) to be developed as a separate action by the City in the future. A one mile soft surface would also be provided within the perimeter buffer that would be dedicated to the City.</td>
<td>• The Proposed Action would also include two acres of neighborhood parks and one acre of private open space owned by the future Homeowner's Association.</td>
<td>• No private open space or neighborhood parks would be provided under Alternative 2.</td>
<td>• No private open space or neighborhood parks would be provided under Alternative 3.</td>
</tr>
<tr>
<td>• The Proposed Action would also include two acres of neighborhood parks and one acre of private open space owned by the future Homeowner's Association.</td>
<td>• Alternative 1 would also include 3.1 acres of private open space, 5.9 acres of neighborhood parks and 2.8 acres of perimeter buffer to be owned by the future Homeowner's Association.</td>
<td>• No additional demand would be generated by Alternative 2 and the proposed park would provide recreation opportunities for the community.</td>
<td>• No additional demand would be generated by Alternative 3 and the no additional park space would be developed for community use.</td>
</tr>
<tr>
<td>• New parks and open space would fulfill the demand of new onsite residents and provide additional recreation opportunities for the community.</td>
<td>• New parks and open space under Alternative 1 would fulfill the demand of onsite residents and the community, although at a lower level than the Proposed Action.</td>
<td>• Development under Alternative 2 would generate 8,450 daily vehicle trips and 855 PM peak hour trips at full buildout.</td>
<td>• Under Alternative 3, no development would occur and no vehicle trips would be generated by the site.</td>
</tr>
<tr>
<td>• Development under the Proposed Action would generate 19,105 daily vehicle trips and 1,705 PM peak hour trips at full buildout in 2015.</td>
<td>• Development under Alternative 1 would generate 14,110 daily vehicle trips and 1,415 PM peak hour trips at full buildout in 2015.</td>
<td>• Development under Alternative 2 would generate 8,450 daily vehicle trips and 855 PM peak hour trips at full buildout.</td>
<td>• Under Alternative 3, no development would occur and no vehicle trips would be generated by the site.</td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

WSU Site Project Final EIS
November 2009
### Proposed Action

- At 2011, 11 intersections would operate at LOS E/F during the PM peak hour and would require additional baseline improvements. At full buildout in 2015 (and with the 198th Avenue E Extension), 21 intersections would operate at LOS E/F during the PM peak hour and would require additional baseline improvements. At full buildout and with additional baseline improvements, 4 intersections would operate at LOS F.

  Development at full buildout without the 198th Avenue E Extension would result in 3 intersections operating at LOS F with additional baseline improvements.

- Based on Pierce County standards, development at 2011 would result in significant traffic impact at one unsignalized intersection. Development at full buildout (2015) would result in a significant traffic impact at two signalized intersections.

  Development at full buildout without the 198th Avenue E Extension would result in a significant traffic impact at three signalized intersections and one unsignalized intersection.

- Development at 2011 would include one site access point and associated intersection. Development at full buildout would include six site access points and associated intersections.

### Alternative 1

- All intersections operating at LOS E/F under the Proposed Action at full buildout would also operate at LOS E/F under Alternative 1 with the exception of Intersections #6 and #26.

- Similar to the Proposed Action, development under Alternative 1 would result in a significant traffic impact at two signalized intersections.

### Alternative 2

- All intersections operating at LOS E/F under Alternative 1 at full buildout would also operate at LOS E/F under Alternative 2 with the exception of Intersections #1 and #27.

- Under Alternative 2, no significant impacts would occur at signalized or unsignalized intersections in Pierce County.

### Alternative 3

- Under Alternative 3, no development would occur and no changes to the existing LOS levels at area intersections would occur from the site.

- Under Alternative 3, no development would occur and no impacts would occur at Pierce County intersections.

- Under Alternative 3, no development would occur and no site access improvements would be provided.

The north-south roadway between SR-410 and S Prairie Road E would be required.
<table>
<thead>
<tr>
<th>Proposed Action</th>
<th>Alternative 1</th>
<th>Alternative 2</th>
<th>Alternative 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development would also include the construction of a new north-south roadway between SR-410 and S Prairie Road E.</td>
<td>Development would also include the construction of a new north-south roadway between SR-410 and S Prairie Road E.</td>
<td>the construction of a new north-south roadway between SR-410 and S Prairie Road E.</td>
<td>not be developed.</td>
</tr>
<tr>
<td>• A 270-foot storage lane would be required on SR-410 for westbound left turns at Intersection #37. A 55-foot storage lane would be required on S Prairie Road E for eastbound left turns at Intersection #38.</td>
<td>• A 325-foot storage lane would be required on SR-410 at Intersection #37 and a 55-foot storage lane would be required on S Prairie Road E at Intersection #38.</td>
<td>• A 185-foot storage lane would be required on SR-410 at Intersection #37 and a 55-foot storage lane would be required on S Prairie Road E at Intersection #38.</td>
<td>• Under Alternative 3, no development would occur and storage lanes on SR-410 or S Prairie Road E would be required.</td>
</tr>
</tbody>
</table>
C. 5.4 acres of perimeter buffer around the residential portion of the site with approximately one mile of soft surface trail in the north, south, and east perimeter buffers. This area would be dedicated at the time of residential development; construction and dedication would likely occur in phases.

D. Two acres of triangle park.

2. In addition, approximately three acres of private recreational space would be included in the residential area of the site. This area would include:

A. Two privately-owned neighborhood parks totaling approximately two acres;

B. One acre of private open space.

**Significant Unavoidable Adverse Impacts**

If the City property area were not identified by the City of Bonney Lake as a community park, the City's existing LOS deficit in community park area would increase. No other significant unavoidable adverse impacts are anticipated with the proposed mitigation measures.

**Transportation**

**Mitigation Measures**

**Phase 1 Development Scenario**

**Offsite Mitigation – City of Bonney Lake Intersections**

The City of Bonney Lake has adopted Level of Service (LOS) D for all roadways and intersections. Analysis in the TIA (Appendix C) indicates that the city intersections listed below will fall below this level of service by 2011 with or without project traffic.

**SR 410/Sumner-Buckley Highway**

The decline in LOS at this intersection is primarily attributable to the large amount of pipeline project traffic and background growth predicted to be in place by 2011. Phase 1 of the proposed WSU project will increase traffic volumes through this intersection by 60 trips, or approximately 1%. Other than paying the City of Bonney Lake transportation impact fee, no further improvements will be required.

**SR 410/Main St. (184th Avenue E)**

This project will account for only 1% of the total traffic volumes through this intersection and will not have a measurable impact. This intersection is included in the City's Traffic Impact Fee (TIF) program and rate schedule, and future planned improvements included in the TIF program will improve the service levels to a LOS D condition.
SR 410/214th Avenue E.
This intersection will decline to LOS E with Phase 1 project traffic. Improvements at this intersection are included in the City of Bonney Lake's 2009-2015 Six-Year Transportation Improvement Program. The project will account for 2% of the total entering traffic through this intersection. The City is currently collecting impact fees that will assist in the overall funding to make significant improvements at this location to improve the overall LOS conditions. Impacts at this location will be mitigated by payment of transportation impact fees.

SR 410/Myers Road E
This intersection will operate at LOS F by 2011 without the addition of project traffic. Phase 1 of the proposed WSU project will increase traffic volumes through this intersection by approximately 1% and will not have a measurable impact.

Sumner-Buckley Highway/198th Avenue E
This intersection is included in the City's Traffic Impact Fee program and rate schedule and future planned improvements will improve the LOS to an acceptable condition. Phase 1 project trips will account for approximately 1.5% of the total entering trips for this intersection. Impacts will be mitigated by payment of traffic impact fees.

South Prairie Road E/202nd Avenue E (Pierce County intersection)
This intersection will operate at LOS E for the northbound approach without the addition of Phase 1 traffic. Phase 1 of the project will represent approximately 7.5% of the total entering traffic volume at the intersection. As part of the site access improvements at the new north-south public roadway onto South Prairie Road, the median space constructed to provide for left turns into the project site will also provide left-in and refuge area for left turns out of the 202nd Avenue E. With this improvement in place, the intersection will operate at LOS C. No further mitigation is required at this intersection.

Table 1-2
WSU Project 2011 Mitigation (Phase 1) Summary

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Project-Generated Trips through Intersection</th>
<th>Total Entering Trips</th>
<th>% Site Traffic of Total Entering Traffic</th>
<th>Mitigation Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR 410/Sumner-Buckley Highway</td>
<td>60</td>
<td>5,105</td>
<td>1.2%</td>
<td>Pay transportation impact fee</td>
</tr>
<tr>
<td>SR 410/Main Street</td>
<td>60</td>
<td>5,590</td>
<td>1.1%</td>
<td>Pay transportation impact fee</td>
</tr>
<tr>
<td>SR 410/214th Avenue E</td>
<td>70</td>
<td>4,355</td>
<td>1.6%</td>
<td>Pay transportation impact fee</td>
</tr>
<tr>
<td>SR 410/Myers Road E</td>
<td>60</td>
<td>4,175</td>
<td>1.4%</td>
<td>None</td>
</tr>
<tr>
<td>Sumner-Buckley Hwy/198th Avenue E</td>
<td>20</td>
<td>1,340</td>
<td>1.5%</td>
<td>Pay transportation impact fee</td>
</tr>
<tr>
<td>South Prairie Road E/202nd Ave E</td>
<td>106</td>
<td>1,405</td>
<td>7.5%</td>
<td>Construct median as part of site access improvements for new north-south roadway.</td>
</tr>
</tbody>
</table>
Site Access and Frontage Improvements

- Phase 1 of the WSU project is responsible to construct a median refuge lane on South Prairie Road for eastbound left-turns into the site.

- Currently a full urban section exists along the full project frontage on South Prairie Road E. In the event additional frontage improvements are required, the project is responsible to install frontage improvements along the Phase 1 frontage of South Prairie Road. All improvements on South Prairie Road must be approved and permitted by Pierce County.

City of Bonney Lake Transportation Impact Fee

A City-wide Traffic Study, dated April 2006, identified system-wide impacts created as a direct result of new development. The applicant shall be responsible to mitigate off-site traffic impacts created by the new PM Peak hour trips generated by the new development. The applicant shall pay the appropriate impact fee rate adopted at the time of building permit issuance, per the City of Bonney Lake Transportation Impact Fee Ordinance.

2015 Full Build Mitigation

Given the certainty of the Phase 1 development plan, the mitigation can be more definitive and specific to the proposed action. However, because of the many variables associated with development of the full-build plan, it is recommended that potential mitigation measures be listed and quantified, but with less certainty that these specific measures will address the full impact of the development phase. In addition, while mitigation required of the Applicant must be proportional to the adverse impacts of the proposal, the City is legally prohibited from granting development approvals unless transportation improvements that maintain LOS at impacted intersections are concurrent with development. RCW 36.70A.070(6)(b).

It is required that for each development phase beyond Phase 1, the project proponent will update the TIA. The updated TIA will be used to determine whether the impacts of the proposed development phase are adequately addressed by the EIS. If the impacts were not adequately addressed in the EIS, the TIA will be used to identify appropriate mitigation measures and network strategies. As a pre-condition of receiving any approvals beyond Phase 1, the Applicant shall enter into a development agreement with the City that sets forth the Applicant’s traffic mitigation obligations for the remainder of the build-out. The development agreement shall utilize information from the EIS and updated TIAs. The development agreement shall set forth the Applicant’s proportionate share of traffic mitigation for each of the intersections identified in the EIS and updated TIAs pursuant to WAC 197-11-660(1)(d).

In negotiating the Applicant’s proportionate share of traffic mitigation for the development agreement, the City and the Applicant shall consider various ways in which the Applicant may meet these obligations; for example, payment of SEPA mitigation fees; payment of impact fees; construction of various projects, with a street latecomer agreement or impact fee credit if appropriate; or concentration of mitigation obligations into a single designated project. If the Applicant and the City cannot agree on terms for traffic mitigation to be included within the development agreement, they may submit proposed terms to the Hearing Examiner, who shall determine the appropriate mitigation language after reviewing the proposals and considering oral and written arguments from each side. The Hearing Examiner’s decision shall be final and binding.
2015 Offsite Mitigation – Bonney Lake Intersections

SR410/Sumner-Buckley Highway
The SR 410/Sumner-Buckley intersection will operate at LOS F by 2015 without the project. With the 198th extension in place, project traffic will account for approximately 9% of the entering traffic volumes; without the extension, it will account for 8% of entering traffic. Analysis in the TIA indicates that with provision of a second westbound left-turn lane and separate southbound left, through and right-turn lanes the intersection would operate at LOS E with the 198th extension in place and LOS D without the extension in place. Improvements to this intersection are included on the City's current Six-Year Transportation Improvement Program and are a mitigation obligation of the Cascadia project. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

SR 410/Main Street (184th Avenue E)
Analysis in the TIA indicates that with construction of an additional eastbound through lane, this intersection would operate at a LOS E with project traffic and the 198th connection in place, or at LOS D without the connection. Signal modifications and channelization improvements at the intersection are listed in the current City TIF schedule. Project traffic accounts for approximately 12% of entering volumes at the intersection if the 198th connection is in place, or 10% without the connection. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

SR 410/214th Avenue E
With the 198th extension in place, project traffic would represent 15% of the entering traffic volumes at the SR 410/214th Avenue intersection. If the 198th extension has not been constructed, project traffic would represent 10% of the entering volumes. Improvements at the intersection are included in the City of Bonney Lake’s 2009-2015 Six-Year Transportation Improvement Program. The City is currently collecting impact fees that will assist in the overall funding of the intersection improvements. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

SR 410/Myers Road E
At full-build, project traffic would amount to 8% of the entering traffic of the SR 410/Myers Road intersection. The intersection will operate at LOS F for the southbound movement. Plans are in place to restrict left turns from Myers Road onto SR 410, which will mitigate the poor intersection LOS. Therefore, no other specific mitigation will be required.

Sumner-Buckley Hwy/198th Avenue E
This intersection will operate at LOS F by 2015 without the project. Project traffic would account for 4.1% of the entering traffic volumes at the intersection. This intersection is listed on the City’s impact fee project list and includes the provision for a signal system to improve LOS conditions. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

Church Lake Road E/ W Tapps Hwy
Project traffic will account for 5.4% of the intersection volumes in 2015. The intersection is included on the City’s impact fee schedule and the 2009-2015 Six-Year Transportation Improvement Program and includes the provision for a signal system and additional turn lanes to improve LOS conditions. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.
**Sumner Buckley Hwy/ Angeline Road**
This intersection will operate at LOS F in 2015 without the addition of project traffic. Project traffic will represent approximately 3% of the volumes at the intersection. The City is currently collecting impact fees that will assist in the overall funding of the intersection improvements. Planned improvements include the installation of a signal system which will improve LOS conditions to acceptable levels. Construction of this project as mitigation may enable the Applicant to claim an impact fee credit.

**Sumner Buckley Hwy/ Church Lake Road**
This intersection will operate at LOS F for the northbound approach in 2015 without the addition of project traffic. Installation of a traffic signal will mitigate the LOS condition to an acceptable level. Full-build of the proposed WSU project will increase traffic volumes through this intersection by approximately 3% of the total entering traffic volumes at the intersection.

**Sumner Buckley Hwy/Main Street**
Full build project traffic would account for approximately 2% of the total entering traffic volumes at the intersection. No mitigation is required at this intersection.

**SR 410/ South Prairie Road**
This intersection will operate at LOS E by 2015. Without the 198th connector in place, full-build project traffic would account for 11.7% of the total traffic volumes at the intersection. With the connector in place, this would be reduced to 7.4%. The SR 410/South Prairie Road intersection has recently been rebuilt to its ultimate configuration, so no further mitigation is required at this intersection.

**South Prairie Road/202nd Avenue E (Pierce County Intersection)**
This intersection will operate at LOS F in 2015 without improvements. As part of site access improvements for Phase 1 of the project, the applicant will install a median refuge lane onto South Prairie Road for northbound left-turns at the intersection. With this improvement in place, the intersection will operate at a LOS C.

Table 1-3 below summarizes the potential mitigation for full-build of the WSU Bonney Lake Project.

### Table 1-3
WSU Project 2015 Mitigation (Full-Build) Summary

<table>
<thead>
<tr>
<th>Intersection</th>
<th>With 198th Extension</th>
<th>Without 198th Extension</th>
<th>Planned upgrade, Applicant’s proportionate share of which to be addressed in development agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Site Trips thru I/S</td>
<td>Total Entering Trips</td>
<td>% Site Traffic of Total Entering Traffic</td>
</tr>
<tr>
<td>SR 410/Sumner-Buckley Highway</td>
<td>575</td>
<td>6,440</td>
<td>8.9%</td>
</tr>
<tr>
<td>SR 410/Main St.</td>
<td>615</td>
<td>5,290</td>
<td>11.6%</td>
</tr>
</tbody>
</table>

* • Install new signal and additional turn lanes
* • Construct signal modifications and provide additional WB, NB and WB left-turn lanes.

*WSU Site Project Final EIS*
*November 2009*  
*Chapter 1*
<table>
<thead>
<tr>
<th>Intersection</th>
<th>With 198th Extension</th>
<th>Without 198th Extension</th>
<th>Planned upgrade, Applicant's proportionate share of which to be addressed in development agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Site Trips thru I/S</td>
<td>Total Entering Trips</td>
<td>% Site Traffic of Total Entering Traffic</td>
</tr>
<tr>
<td>SR 410/214th Avenue E</td>
<td>735</td>
<td>4,775</td>
<td>15.4%</td>
</tr>
<tr>
<td>SR 410/Myers Road E</td>
<td>515</td>
<td>6,385</td>
<td>8.1%</td>
</tr>
<tr>
<td>Sumner-Buckley Hwy/198th Ave</td>
<td>70</td>
<td>1,700</td>
<td>4.1%</td>
</tr>
<tr>
<td>Church Lake Road/E/W Tatps</td>
<td>55</td>
<td>1,015</td>
<td>5.4%</td>
</tr>
<tr>
<td>Sumner-Buckley Hwy/Angeline</td>
<td>70</td>
<td>2,210</td>
<td>3.2%</td>
</tr>
<tr>
<td>Sumner-Buckley Hwy/Church Lake Road</td>
<td>70</td>
<td>2,195</td>
<td>3.2%</td>
</tr>
<tr>
<td>Sumner Buckley Hwy/Main St.</td>
<td>35</td>
<td>1,845</td>
<td>1.9%</td>
</tr>
<tr>
<td>SR 410/ South Prairie Road</td>
<td>770</td>
<td>6,560</td>
<td>11.7%</td>
</tr>
<tr>
<td>South Prairie Road/202nd Ave E</td>
<td>455</td>
<td>1,830</td>
<td>24.9%</td>
</tr>
</tbody>
</table>

Site Access and Frontage Improvements

The project is responsible to:

Construct proposed north/south collector from South Prairie Road to SR 410. Final intersection control and design layout at SR 410 will be approved by WSDOT.

- Install complete frontage improvements along the full frontage on SR 410, South Prairie Road, and 214th Avenue E. All frontage improvements on SR 410 and 214th Avenue E. must be permitted and approved by the City of Bonney Lake and by Pierce County for the portion of 214th Avenue outside city limits. Currently a full urban section exists along the full project frontage on South Prairie Road E. Any additional improvements on South Prairie Road must be approved and permitted by Pierce County.

- Driveway locations and number of access points onto 214th Avenue E will be reviewed and approved at the time of each development phase.

City of Bonney Lake Transportation Impact Fee

A City-wide Traffic Study, dated April 2006, identified system-wide impacts created as a direct result of new development. The applicant shall be responsible to mitigate off-site traffic impacts created by the new PM peak hour trips generated by the new development. The applicant shall
pay the appropriate impact fee rate adopted at the time of building permit issuance, per the City of Bonney Lake Transportation Impact Fee Ordinance.

Additional Traffic Analysis and Development Agreement

As each new development phase beyond Phase 1 is proposed, the project proponent will update the TIA and assess the impacts based on traffic conditions at the time of the development application. The updated TIA will be used determine whether the impacts of the proposed development phase are adequately addressed by the EIS. If the impacts were not addressed in the EIS, the TIA will be used to identify appropriate mitigation measures and network strategies. Prior to receiving any approvals beyond Phase 1, the Applicant shall enter into a development agreement with the City that sets forth the Applicant’s traffic mitigation obligations for the remainder of the build-out. The development agreement shall be based upon the EIS, but shall incorporate new information or findings from updated TIAs. The development agreement shall set forth the Applicant’s proportionate share of traffic mitigation for each of the intersections identified in the EIS or updated TIAs pursuant to WAC 197-11-660(1)(d). In negotiating the Applicant's proportionate share of traffic mitigation for the development agreement, the City and the Applicant shall consider various ways in which the Applicant may meet these obligations; for example, payment of SEPA mitigation fees; payment of impact fees; construction of various projects, with a street latecomer agreement or impact fee credit if appropriate; or concentration of mitigation obligations into a single designated project. If the Applicant and the City cannot agree on terms for traffic mitigation to be included within the development agreement, they may submit proposed terms to the Hearing Examiner, who shall determine the appropriate mitigation language after reviewing the proposals and considering oral and written arguments from each side. The Hearing Examiner's decision shall be final and binding.

Other Agency Mitigation

The TIA has provided a thorough analysis of Pierce County intersections, but Pierce County will determine the actual mitigation and requirements for the project in its right-of-way.

Mitigation Measures Identified Subsequent to Draft EIS Issuance

Subsequent to the issuance of the Draft EIS, the applicant, the City of Bonney Lake, and Pierce County met to discuss Pierce County’s transportation comments on the Draft EIS. Based on these discussions, the following additional mitigation measures were agreed upon by the applicant, the City of Bonney Lake, and Pierce County and would be in lieu of construction of off-site project mitigation or proportional share contributions toward Pierce County intersections identified in the Draft EIS.

1. To mitigate for off-site traffic impacts to Pierce County roadways, the applicant has agreed to voluntarily pay to the County an amount equivalent to 35% of the County’s prevailing Traffic Impact Fee for Transportation Service Area 5 (the Bonney Lake Plateau area). Payment to the County will be made prior to issuance of each building permit, with the applicable amount determined at the time of payment using the land use rates as established per Title 4A of the Pierce County Code (as may be amended), but factored by the above listed 35%. Such monies collected by the County shall be earmarked and expended on roadway capacity improvement projects in Transportation.
Service Area 5 that serve the development in such a manner as to facilitate the expenditures in as efficient and timely manner as practical.

2. The applicant agrees to review the access plan and to provide acceptable site access design requirements for each respective jurisdiction. These improvements may include but not be limited to left-turn channelization, right-turn deceleration lanes and egress lanes to accommodate the projected traffic levels. The applicant will update the site specific traffic study to assess proper traffic lane requirements for each site access as the project progresses through its development plan. The applicant will also be required to install specific frontage improvements outlined by each respective jurisdiction.

**Significant Unavoidable Adverse Impacts**

There would be no significant unavoidable adverse transportation impacts as part of development evaluated under the Proposed Actions or alternatives. Transportation improvements identified above are expected to mitigate project traffic impacts to the vicinity arterial roadway and intersection network, meeting local and State level of service and concurrency standards.
Transportation

Pierce County Roadway Findings and Mitigation

Subsequent to the issuance of the Draft EIS, the applicant, the City of Bonney Lake, and Pierce County met to discuss Pierce County's transportation comments on the Draft EIS (refer to Chapter 4, Letter 3 for a copy of the letter). Based on discussions at this meeting, the applicant, the City of Bonney Lake, and Pierce County agreed on the following findings and additional mitigation measures for inclusion in this Final EIS; additional mitigation measures would be in lieu of construction of off-site project mitigation or proportional share contributions toward Pierce County intersections identified in the Draft EIS.

Findings: System-Wide Impacts

Based on the transportation models used, roughly 35% of the new vehicle trips generated by the WSU Bonney Lake site will utilize existing County roadways and intersections that are adjacent to the site as well as other primary regional corridors serving the Bonney Lake, Sumner and south plateau areas of the County. This site generated traffic will have an impact on the County roadway system. Various transportation improvements have been identified to address future deficiencies as a result of new development and regional growth within this area of the County as part of the County-wide Transportation Impact Fee program. In order to mitigate the off-site impacts of this proposal on the County roadways, the applicant will provide a voluntary contribution of an equivalent percentage of the Transportation Impact Fees typically collected by the County for like development within the County jurisdiction.

Mitigation Measure

The following measure is proposed to mitigate the above referenced system-wide impact:

1. To mitigate for off-site traffic impacts to Pierce County roadways, the applicant has agreed to voluntarily pay to the County an amount equivalent to 35% of the County's prevailing Traffic Impact Fee for Transportation Service Area 5 (the Bonney Lake Plateau area). Payment to the County will be made prior to issuance of each building permit, with the applicable amount determined at the time of payment using the land use rates as established per Title 4A of the Pierce County Code (as may be amended), but factored by the above listed 35%. Such monies collected by the County shall be earmarked and expended on roadway capacity improvement projects in Transportation Service Area 5 that serve the development in such a manner as to facilitate the expenditures in as efficient and timely manner as practical.

Findings: Site Frontage

The WSU Bonney Lake site will have site ingress and egress on South Prairie Road and 214th Avenue. The site is projected to have multiple site access points on both roadways and the exact location of these site accesses will be defined as the project development plan evolves. Currently, the entire site frontage along South Prairie Road and a portion of 214th Avenue is under Pierce County jurisdiction and as such will require approval and acceptance of the site.
access design and permitting requirements. All other site entries within the City of Bonney Lake will follow City design requirements.

**Mitigation Measure**

The following measure is proposed to mitigate the above referenced site frontage impact:

2. The applicant agrees to review the access plan and to provide acceptable site access design requirements for each respective jurisdiction. These improvements may include but not be limited to left-turn channelization, right-turn deceleration lanes and egress lanes to accommodate the projected traffic levels. The applicant will update the site specific traffic study to assess proper traffic lane requirements for each site access as the project progresses through its development plan. The applicant will also be required to install specific frontage improvements outlined by each respective jurisdiction.
Attachment 7

Trails that exist on the WSU Property
Attachment 8

Bonney Lake Municipal Code Chapter 18.19

R-3 HIGH DENSITY RESIDENTIAL DISTRICT OVERLAY

Sections:
18.19.010 General intent
18.19.020 Allowed Uses
18.19.030 Setback and bulk regulations
18.19.040 Fire Safety requirements

18.19.010 General intent.
The R-3 High Density Residential Overlay may be available for application to properties zoned R-3 and located South of SR 410 and East of South Prairie Road, and is intended to provide limited variations from the existing R-3 zoning Code, to allow for a mix of attached and detached residences, duplexes, townhomes, condominiums, or apartments or a combination thereof, to accommodate appropriate urban densities, and to encourage clustered development in an area of the City that is particularly suitable for innovative residential development techniques. Unless otherwise provided in this Chapter, all regulations governing the R-3 zone shall apply.

All uses shall be the same as those permitted in the R-3 zone, except that single family detached residences shall also be permitted. If an Applicant desires to construct single-family detached dwellings, the Applicant must undergo the design review process set forth in BLMC Chapter 14.95.

18.19.030 Setback and bulk regulations.
The following bulk regulations shall apply subject to the provisions for yard projections included in BLMC 18.22.080:
   A. Minimum lot area shall be determined by yard setbacks, parking, landscaping and open space requirements.
   B. Density shall be a minimum of 10 and a maximum of 20 units per net acre for residential uses, exclusive of public rights-of-way. "Net acre" is defined in BLMC 18.04.140.
   C. Minimum lot width: 30 feet for detached single family uses; and 20 feet for all other uses.
   D. Minimum front setback: 10 feet from the right-of-way without a garage, and 15 feet with a garage.
   E. Minimum side yard setback: five feet. Exception: attached dwellings may have zero side yard.
   F. Minimum rear setback is 15 feet; provided, that a separated garage may be built within 10 feet of the rear property line.
   G. Minimum setback to a single-family residential zone: 20 feet. Exception: Buildings taller than 35 feet shall increase the setback by one foot from any single-family
residential zone for every one foot of building height increase over 35 feet. For example, a proposed building of 50 feet shall be set back at least 35 feet from any single-family zone (20 feet plus 15 extra feet for the height increase over 35 feet).

H. Maximum height: 35 feet; provided, that the director(s), with the concurrence of the fire chief of Pierce County Fire Protection District No. 22, may approve buildings up to four stories tall if adequate provision is made for fire protection.

I. Maximum impervious surface: 80 percent.

18.19.040 Fire safety requirements.
All residences shall be protected by an approved automatic fire sprinkler system or other fire safety measures as deemed necessary by the fire marshal and consistent with fire codes in effect at the time of building permit application.