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CHIPPED TITLE NOV 13 1995 134421

Return to:
The Burnsteads
1215 120th Ave #200
Bellevue, WA 98005

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HARBOR RIDGE DIVISION #8

BK 1172PG3916

THIS DECLARATION, made this 12th, day of October, 1995, by WOODCREEK CHIPPING COMPANY, a Washington Corporation, hereinafter called "Developers".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscape entry areas, recreational facilities and other residential amenities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscape areas, open spaces, common recreational areas and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Washington, as a non-profit corporation, the HERITAGE PARK HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to HERITAGE PARK HOMEOWNERS ASSOCIATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties and shall include entry landscaping, HERITAGE PARK and Tracts C, D, E, F, G, & H.

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(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common Properties as heretofore defines.

(e) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in City of Tacoma, Washington, and is more particularly described as follows:

The Plat of HARBOR RIDGE DIVISION 8

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions of Other Divisions. Upon the recording of other subdivision plats of HARBOR RIDGE by the Developer, said additional divisions shall upon written election of the Developer become subject to this Declaration at the date of filing with the Snohomish County Recorder.

(b) Additions Upon Approval. Upon approval in writing by the Board of Directors of the HERITAGE PARK HOMEOWNERS ASSOCIATION as provided in its Articles of Incorporation, adjoining property may be added and be subject to the jurisdiction of the HERITAGE PARK HOMEOWNERS ASSOCIATION.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

RECORDED
CARY PEARSALL-STREK
AUDITOR PIERCE CO. WASH
95 NOV 13 PM 4:02

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ARTICLE III

Residential Area Covenants

Section 1: Land Use and Building Type. All building sites in the tract, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage for not more than three (3) cars, guest house, and other outbuildings incidental to residential use of the premises. All zoning and land use ordinances, rules and regulations of the City of Tacoma, Washington, as found in the City of Tacoma Land Use Codes, shall apply to all Lots.

Section 2: Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than 15 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located nearer than 25 feet to the rear of lot line, except a detached garage building shall be no nearer than 5 feet to the rear property line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, Tract, or Native Growth Protection Easement. All zoning and land use ordinances, rules and regulations of City of Tacoma, Washington, as found in the City of Tacoma Land Use Codes, shall apply to all Lots.

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility companies responsible.

Section 4: Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done or maintained on any Lot or within any Dwelling which may be or may become an annoyance or nuisance to the neighborhood or other Owners within the Property or other activity which may or does detract from the value of the Property.

Section 5: Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for a period longer than fourteen (14) days.

Section 6: Construction Period. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from the date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs

used by a builder to advertise the property during the construction and sales period. Political yard signs of not more than five square feet are allowed during campaign periods.

Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other small household animals or birds may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). No fence, wall, hedge, or other obstruction shall be permitted to intrude into the buffer zones. All fences to be built shall match the existing estate style fence and be stained and maintained Olympic Semi Transparent Stain #920, "Aspen Tan".

Section 11: Oil and Mining Operation. Oil drilling, oil development operations, refining, mining operation of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sties covered by these covenants.

Section 12: Campers, Trailers & Recreational Vehicles. The keeping of a boat, boat trailer, camper, mobile home, recreational vehicle or travel trailer, cars, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 30 feet to the front lot line, or nearer than 30 feet to any side street line; provided, however, that such personal property or vehicle shall be adequately screened and/or within a structure either of which has been architecturally approved by provisions of Article IV.

Section 13: TV Antennas. No antenna shall be permitted unless approved architecturally by provisions of Article IV. Cable TV satellite dishes of 18" diameter or less shall be allowed subject to architectural approval as to location. Area approval per provisions of Article IV.

Section 14: Covenants Running With Land. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 15: Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

Section 16: Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect

any of the other provisions which shall remain in full force and effect.

Section 17: Exterior Trim Color. The exterior trim color for all houses and garages shall be maintained as Parker Shell White #5770W.

ARTICLE IV
Architectural Control Committee

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

The initial Architectural Control Committee shall be composed of the following: LEO SUVER, 1215 120th Ave NE, Bellevue, WA. 98005; GREG STRONG, 1215 120th Ave NE, Bellevue, WA. 98005; JOAN HENDRICKS, 1215 120th Ave NE, Bellevue, WA 98005.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulation of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.
2. No construction of a dwelling may be started on a platted residential lot without first obtaining:
 - (a) A building permit from the proper local governmental authority, and
 - (b) Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.
 - (c) Each single family residence on a platted residential lot shall contain a minimum floor area of 1200 square feet if a one story residence, and 1500 square feet if more than a one story residence, exclusive of open decks (covered or uncovered) garages, covered carports, sheds or outbuildings.
 - (d) Garages on platted residential lots may be detached from the main dwelling structure. The design and roof materials of garages shall be compatible with those of the main dwelling.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it

shall determine whether any given use of a platted residential lot unreasonably interferes with any given use of a platted residential lot unreasonably interferes with an abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until the happening of the earlier of the following events:

(a) when the Developer, WOODCREEK CHIPPING COMPANY, has completed all phases of construction and development of the plat of HARBOR RIDGE DIV 8, including HARBOR RIDGE DIV. 9 thereof to be added; or

(b) on the 1st day of January 2000.

Upon the happening of either of the above referenced events, the authority of the Architectural Control Committee shall automatically transfer to HERITAGE PARK HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

ARTICLE V
Property Rights in Common Properties

Section 1: Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2: Title to Common Properties. The Developer may retain the legal title to the common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than the 1st day of January 1999.

Section 3: Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any

period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to donate all operating and capital surpluses in excess of anticipated maintenance, replacement and capital improvement requirements to qualified public and private charitable uses; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI
Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2: Purposes of Assessment. The assessment levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and the maintenance of properties, services and facilities devoted to this purposes and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3: Basis and Maximum Annual Assessments. The initial annual assessment shall be \$120 per year per Lot. From and after January, 1999, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4: Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5: Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 (c) hereof.

Section 6: Quorum For Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1, 1996.

The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8: Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing assigned by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the Owner requesting it.

Section 9: Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure.

Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;
- (b) all Common Properties as defined in Article I, Section 1 hereof;
- (c) all properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII General Provisions

Section 1: Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for

successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5: FHA/VA Approval. In the event there is at least one outstanding loan guaranteed by either the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

WOODCREEK CHIPPING COMPANY
BY Steve A. Burrestead

STATE OF WASHINGTON)
COUNTY OF _____)

On this 8th day of November, 1995, before me, the undersigned, a Notary Public, personally appeared STEVE A. BURRESTEAD, to me known to be the President of said corporation that executed the within and foregoing Declaration of Covenants and Restrictions for HERITAGE PARK, 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 was 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 first above written.



Dianna Goines (Dianna Goines)
Notary Public in and for the State of Washington,
residing at Edmond
commission expires 8-25-99

3412130098

HK 108 1263

CHICAGO TITLE INSURANCE COMPANY

FILED FOR RECORD AT REQUEST OF

CHICAGO TITLE INSURANCE COMPANY
10300 NE 8TH STREET, SUITE 1760
BELLEVUE, WASHINGTON 98004

WHEN RECORDED RETURN TO
RICK BURNSTAD CONSTRUCTION CO.
1215 120TH AVENUE NE, SUITE 201
BELLEVUE, WA 98005-2135

118875 CHICAGO TITLE DEC 1994
423922

THIS SPACE PROVIDED FOR RECORDER'S USE
RECORDED
CANNY PERSALL-STEELE
ADDISON PIERCE CO. WASH
94 DEC 13 AM 10:19

STATUTORY WARRANTY DEED

THE GRANTOR

NORTHWEST ENTERPRISES, A WASHINGTON GENERAL PARTNERSHIP COMPRISED OF LENNON INVESTMENTS, INC., A WASHINGTON CORPORATION AND LOWE TRISTATE, INC., A WASHINGTON CORPORATION

for and in consideration of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

22,198.83
12-13-94
\$19426

By C. Wrench Auth. Sig.

In hand paid, conveyed and warrants to
RICK BURNSTAD CONSTRUCTION CO., A WASHINGTON CORPORATION AND STEVE BURNSTAD CONSTRUCTION CO., A WASHINGTON CORPORATION, AS TENANTS IN COMMON

the following described real estate situated in the County of PIERCE State of Washington:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

GRANTOR RESERVES THE RIGHT TO CONNECT TO SANITARY STORM AND SEWER UTILITIES UNDER EASEMENT GRANTED TO CITY OF TACOMA BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9412090262 AND INCIDENTAL PURPOSES THERETO.

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Dated: NOVEMBER 30, 1994

NORTHWEST ENTERPRISES, A WASHINGTON GENERAL PARTNERSHIP

BY: LOWE TRISTATE, INC., A WASHINGTON CORPORATION, PARTNER

BY: LENNON INVESTMENTS, INC., A WASHINGTON CORPORATION, PARTNER

BY: Craig Wrench
Sr. Vice
CRAIG WRENCH, PRESIDENT

BY: Patrick O. Lennon
PATRICK O. LENNON, PRESIDENT

STATE OF WASHINGTON
COUNTY OF KING

..

ON THIS 12th DAY OF December, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED CRAIG WRENCH TO ME KNOWN TO BE THE PRESIDENT OF LOWE TRISTATE, INC., THE CORPORATION THAT EXECUTED THE FORGOING 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 STATE THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED THERETO (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED BY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

Trina K. Moore

PRINTED NAME: Trina K. Moore
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Lynnwood



9412130098

SEE NEXT PAGE

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING UN
SATISFACTORY IN A PORTION OF THIS INSTRU
MENT WHEN RECEIVED.

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of PIERCE, and is described as follows:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;
 THENCE ALONG THE EAST LINE THEREOF, SOUTH 01° 07' 03" WEST, 500.28 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 88° 52' 57" WEST, 441.46 FEET;
 THENCE NORTH 88° 05' 45" WEST, 474.30 FEET;
 THENCE NORTH 28° 01' 58" EAST, 3.40 FEET;
 THENCE NORTH 61° 58' 02" WEST, 60.00 FEET;
 THENCE NORTH 28° 01' 58" EAST, 82.81 FEET TO A POINT OF CURVATURE;
 THENCE NORTHERLY 10.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 77° 10' 13" TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY 15.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 61.00 FEET, THROUGH A CENTRAL ANGLE OF 14° 52' 23";
 THENCE NORTH 88° 05' 45" WEST, 223.51 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY 15.83 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 61.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 51° 55' 38" WEST, THROUGH A CENTRAL ANGLE OF 14° 52' 23" TO A POINT OF REVERSE CURVATURE;
 THENCE SOUTHERLY 10.78 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 77° 10' 13" TO A POINT OF TANGENCY;
 THENCE SOUTH 24° 13' 28" EAST, 82.81 FEET;
 THENCE SOUTH 65° 46' 32" WEST, 60.00 FEET;
 THENCE SOUTH 24° 13' 28" EAST, 3.40 FEET;
 THENCE NORTH 88° 05' 45" WEST, 79.30 FEET;
 THENCE SOUTH 01° 54' 15" WEST, 97.00 FEET;
 THENCE SOUTH 88° 05' 45" EAST, 62.00 FEET;
 THENCE SOUTH 01° 54' 15" WEST, 56.00 FEET;
 THENCE NORTH 88° 05' 45" WEST, 92.00 FEET;
 THENCE SOUTH 01° 54' 15" WEST, 97.00 FEET;
 THENCE NORTH 88° 05' 45" WEST, 300.00 FEET;
 THENCE SOUTH 01° 54' 15" WEST, 532.99 FEET TO THE NORTHERLY MARGIN OF NORTHSORE PARKWAY;
 THENCE ALONG SAID NORTHERLY MARGIN THE FOLLOWING COURSES:
 SOUTH 88° 41' 47" EAST, 284.80 FEET;
 SOUTH 88° 07' 39" EAST, 210.23 FEET;
 NORTH 46° 52' 21" EAST, 35.36 FEET;
 SOUTH 86° 07' 39" EAST, 60.00 FEET;
 SOUTH 43° 07' 39" EAST, 35.36 FEET;
 SOUTH 88° 07' 39" EAST, 285.66 FEET TO A POINT OF CURVATURE;
 NORTHEASTERLY 365.79 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 676.01 FEET, THROUGH A CENTRAL ANGLE OF 31° 00' 11" TO A POINT OF TANGENCY;
 NORTH 60° 52' 10" EAST, 165.18 FEET TO A POINT OF CURVATURE;
 NORTHEASTERLY 251.83 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 765.00 FEET, THROUGH A CENTRAL ANGLE OF 18° 51' 40" TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;
 THENCE ALONG SAID EAST LINE, NORTH 01° 07' 03" EAST, 511.54 FEET TO THE TRUE POINT OF BEGINNING.

9412130098

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of PIERCE, and is described as follows:

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;
COMMENCING AT SAID NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15;
THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 01° 07' 03" WEST, 1093.62 FEET TO THE SOUTHERLY MARGIN OF SAID NORTHSORE PARKWAY AND THE TRUE POINT OF BEGINNING.
THENCE ALONG SAID SOUTHERLY MARGIN, SOUTHWESTERLY 209.34 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 635.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 11° 37' 14" EAST, THROUGH A CENTRAL ANGLE OF 17° 30' 36" TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, SOUTH 60° 52' 10" WEST, 165.18 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, 162.05 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 756.01 FEET, THROUGH A CENTRAL ANGLE OF 12° 16' 54" TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15;
THENCE ALONG SAID SOUTH LINE, SOUTH 88° 07' 39" EAST, 484.40 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, NORTH 01° 07' 03" EAST, 232.06 FEET TO THE TRUE POINT OF BEGINNING.
(BEING THE PROPOSED PLAT OF HARBOR RIDGE DIVISION VIII)

9412130098

EXHIBIT B

EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: BEN B. CHENEY AND MARIAN D. CHENEY,
HUSBAND AND WIFE, PARTIES OF THE FIRST
PART; BROADCAST HOUSE, INC., A
WASHINGTON CORPORATION, PARTY OF THE
SECOND PART

AND: CITY OF TACOMA, A MUNICIPAL
CORPORATION, PARTY OF THE THIRD PART

RECORDED: SEPTEMBER 17, 1969
RECORDING NUMBER: 2313010
REGARDING: EASEMENT FOR ROAD, ELECTRIC
TRANSMISSION AND DISTRIBUTION PURPOSES
AND INCIDENTAL PURPOSES THEREOF

AFFECTS: THE NORTH 30 FEET OF PROPOSED PLAT OF HARBOR RIDGE ESTATES
SUBDIVISION IX, ABUTTING ON THE NORTH

SAID AGREEMENT CONTAINS PROVISIONS FOR COST AND MAINTENANCE OF SAID ROAD
BY BROADCAST HOUSE, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND
ASSIGNS, PARTY OF THE SECOND PART.

SAID EASEMENT AGREEMENT HAS BEEN MODIFIED BY INSTRUMENT, RECORDED UNDER
RECORDING NUMBER 8909110189

AFFECTS: THE EXISTING ROAD LOCATED ON SAID PREMISES.

NOTE: A COPY OF SAID INSTRUMENT IS ATTACHED FOR FULL PARTICULARS.

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: LOWE ENTERPRISES N.W. INC.
AND: TACOMA SCHOOL DISTRICT NO. 10, A
MUNICIPAL CORPORATION

RECORDED: APRIL 15, 1993
RECORDING NUMBER: 9304150538
REGARDING: OBLIGATION TO PAY FOR IMPACT OF
DEVELOPMENT IN THE SCHOOL DISTRICT

ZONING ORDINANCE AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER
RECORDING NUMBER 8401310286.

AFFECTS: THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER

TERMS, CONDITIONS, RESTRICTIONS AND EASEMENTS TO BE CONTAINED IN THE
FORTHCOMING PLAT.

EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN NORTHWEST
ENTERPRISES, A WASHINGTON GENERAL PARTNERSHIP AS GRANTOR AND THE CITY OF
TACOMA AS GRANTEE DATED DECEMBER 9, 1994, RECORDED AS INSTRUMENT NUMBER
9412090262.

NOTICE OF ADDITIONAL WATER OR SEWER FACILITY CONNECTION CHARGE RECORDED
UNDER AUDITOR'S NO. 2864651 and amended by recording nos. 2881434 and
8012010130.

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95 APR 27 AM 9:13

File Nos:: 120.1360
127.316
125.328
130.3606
110.018

RECORDED
CATHY PEARSON-STIPEX
AUDITOR PIERCE CO. WASH

CONCOMITANT ZONING AGREEMENT

This Agreement is entered into this 24th day of MARCH, 1995 by and between NORTHWEST ENTERPRISES, a Washington general Partnership comprised of Lowe-Tristate, Inc., a Washington corporation, and Lennon Investments, Inc., a Washington corporation ("NWE"); and QUALITY FOOD CENTERS, INC., a Washington corporation ("QFC") (collectively "Applicant"), and the CITY OF TACOMA, a municipal corporation ("City"), NWE is the owner of the property legally described on Exhibit "A-1." QFC is the owner of the property legally described on Exhibit "A-2."

WITNESSETH:

WHEREAS the City has the authority to enact laws and to enter into agreements to promote the health, safety, and welfare of its citizens and thereby control the use and development of property within its jurisdiction; and,

WHEREAS the Applicant has applied for a reclassification of property from "C-P-C" Planned Community Shopping Center District and "R-3PRD" and "R-1PRD" Planned Residential Development District to "C-P-N" Planned Neighborhood Shopping Center District and "R-2PRD" Planned Residential Development District; and,

WHEREAS NWE has requested site plan approval for Phases 3 and 4 of Harbor Ridge Estates in an "R-2PRD" Planned Residential Development District; and,

WHEREAS NWE has applied for preliminary plat approval for the division of the "R-2PRD" property located in the vicinity of Norpoint Way Northeast and Northshore Parkway into 193 residential lots; and,

WHEREAS NWE has applied for side yard setback variances to allow future homes within a 193 lot subdivision which is zoned "R-2PRD" Planned Residential Development District to be located within 5 feet of interior side property line; and,

WHEREAS NWE has applied for a Wetland Development Permit for the wetland on the "R-2PRD" property which NWE is proposing to dedicate to the City of Tacoma and to augment the wetland hydrology with stormwater runoff; and,

Dv?

(TABSOJ20.064)

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WHEREAS the City, pursuant to RCW 43.21C, the State Environmental Policy Act, should mitigate any adverse effects which might result because of the proposed actions; and,

WHEREAS the City and the Applicant are both interested in complying with the Land Use Management Plan and the ordinance of the City of Tacoma relating to the use and development of the property situated in the City described on Exhibits "A-1" (the "residential property") and "A-2" (the "commercial property") (collectively the "Site"); and,

WHEREAS NWE and QFC have each indicated a willingness to cooperate with the City, its Planning Department, and its Hearing Examiner, to insure compliance with all City ordinances and all other local, state, and federal laws relating to the use and development of their respective portions of the Site; and,

WHEREAS the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this Concomitant Agreement; and,

NOW, THEREFORE, NWE and QFC hereby covenant and agree to comply with all the terms and conditions of this Agreement with respect to the obligations of each in the event the City, as full consideration herein, grants the rezone and other permits set forth above relating to the property described on Exhibits "A-1" and "A-2."

1. The Applicant hereby agrees to be bound by and comply with the following conditions:

a. NWE shall pay to Federal Way an impact fee or charge in the amount of \$58,230 as its pro rata share of improvements to the following intersections within Federal Way:

- Southwest 340th Street/Hoyt Road for signalization and widening.
- Southwest 340th Street/35th Avenue SW signalization.
- Southwest 336th Street/21st Avenue SW eastbound approach widening.
- South 348th Street/1st Avenue South signal upgrade.

b. The homes constructed within the "PRD" District portion of the development shall provide a minimum front yard setback of 15 feet (20 feet for

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attached garages), a minimum 25-foot rear yard setback, a minimum 5-foot setback from interior side lot lines.

c. NWE shall dedicate Parcels A and B to the City of Tacoma as permanent open space prior to or concurrently with the recording of the final plat for any portion of the development.

d. Tract D is reserved for future development as shown on the preliminary plat and site plan dated May 13, 1993.

e. NWE shall place a note on the face of the final recorded plat stating that Tracts C, E, F, G, and H are private open space and that the homeowners association will be responsible for all development and maintenance.

f. Tract I, the wetland, shall be privately owned, operated, and maintained by NWE. A note shall be placed on the face of the final recorded plat indicating such and indemnifying the City of Tacoma against all damages.

g. Arterial Roads. The Applicant shall widen Northshore Parkway between Nassau Avenue and Norpoint Way to a width of 56 feet. In addition, concrete curbs, gutters, and a 5-foot sidewalk shall be installed along the north side of the street from Nassau to Norpoint Way. If the commercial area (Tract R) is developed separately from the plat, the improvements may be phased as follows:

1. Residential - Widening to 56 feet shall occur between Nassau Avenue and the westerly line of Lot 183. The Applicant shall channelize Northshore Parkway with paint and buttons as directed by the City Engineer. Also included shall be appropriate transitions to the existing channelization.

2. Commercial - Widening shall occur from the west line of Lot 183 to Norpoint Way. An appropriate transition shall be provided to existing channelization.

h. Private Accessways. All roads shall be dedicated to the City of Tacoma, except private accessways. Private accessways shall be constructed with Type F driveways and maintained by homeowners utilizing accessways.

i. Roads. Roads A, B, and the extension of Nassau Avenue into the plat shall have minimum 56-foot wide rights-of-way, and roads shall be constructed to a width of 32 feet. Roads C, D, E, F, and G shall have minimum 50-foot wide rights-of-way, and roads shall be constructed to a width of 32 feet. Road H shall have a minimum 40-foot right-of-way, and the road shall be constructed to a width of 24 feet, without sidewalk, and with a hammerhead turnaround at the north end. All roadways shall have concrete curb and gutter on both sides and shall be constructed with 3 inches of asphalt over 2.5 inches of crushed surfacing over 5 inches of ballast

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material. Any additional unsuitable foundation excavation material must be removed as directed by the City Engineer.

j. Cul-de-sac Road C. The cul-de-sac on Road C shall have a minimum paved radius of 50 feet with a right-of-way of 51 feet, and shall be constructed to the same standard as roads (See Condition k). Sidewalk shall be installed by the builder at time of house construction on both sides of the street in a 7-foot utility easement behind the right-of-way. A maximum 40-foot diameter landscaped island in the cul-de-sac to be maintained by the homeowners association may be installed at the applicant's option.

k. Sidewalks. NWE shall install 5-foot wide concrete sidewalks as shown on the preliminary plat and site plan dated May 13, 1993 (such as along Nassau Avenue, adjacent to Tract C, and along side yards on corner lots) and elsewhere as shown on the arterials. A 5-foot wide graded walkway shall be constructed adjacent to Road H by NWE adjacent to the roadway. The graded walkway shall be replaced by 5-foot wide concrete sidewalks along lot frontages to be installed by the builder at the time of construction of the housing units on individual lots. Handicapped ramps shall be installed at all intersections pursuant to State of Washington law.

l. NWE shall construct street lighting throughout the residential property in accordance with City of Tacoma standards. To the extent that streets are constructed within the commercial property, QFC shall construct street lighting throughout the commercial property in accordance with City of Tacoma standards.

m. Inside curb radii shall be a minimum of 20 feet for all streets.

n. Areas with planters/traffic dividers shall be designed to permit the turning of aerial apparatus in either direction.

o. The street naming and addressing system shall be approved by the City Engineer and the Fire Marshall.

p. Water mains and hydrants must be installed to Tacoma Public Utilities and Uniform Fire Code Appendix III B Standards.

q. Any utility construction, relocation, or adjustment costs shall be at the applicant's expense.

r. Each lot shall be independently connected to the sanitary sewer at the building construction stage. Permits for this work shall be obtained.

s. The City of Tacoma's sanitary sewer shall be extended to serve all lots utilizing methods and materials acceptable to the City Engineer. In addition, a sanitary sewer pump station and force main will be required if elevations prevent gravity sewer service to the entire plat. Plans for the above-work shall be prepared by

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a licensed Civil Engineer registered in the State of Washington, per City of Tacoma standards, and shall be submitted to the City Engineer for approval.

t. All storm drainage from the proposed plat shall be directed to the City of Tacoma storm system through the existing 36-inch diameter trunk line in Northshore Parkway (51st Street Northeast) near Nassau Avenue. This shall not include water required for condition f (maintenance of the wetland Tract D). NWE has provided a drainage analysis of the downstream system south of the subject site. The report shows a system capacity problem in 38th Avenue NE from 33rd Street NE south to Browns Point Boulevard and continuing to Commencement Bay. NWE shall construct a 36-inch diameter storm sewer parallel to the existing City of Tacoma storm sewer in 38th Avenue NE between 33rd Street NE and Browns Point Boulevard to provide sufficient capacity for storm water flows from the site.

The City of Tacoma storm sewer shall be extended to serve all streets and lots within the plat utilizing methods and materials acceptable to the City Engineer.

Permanent detention facilities for this drainage basin are not required. Conveyance piping shall be sized to pass a 25-year, 24-hour storm utilizing the Santa Barbara Urban Hydrograph method. Storm sewer plans shall be prepared by a licensed Civil Engineer registered in the State of Washington, per city of Tacoma standards, and shall be submitted to the City Engineer for approval.

u. All storm drainage systems within the plat shall be kept free of sediment and debris during construction. All cleaning of the system shall be the responsibility of the Applicant.

v. The following note shall be shown on the final recorded plat:

a. "All building down spouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be directed to the City of Tacoma storm system. All connections to the drains must be constructed and approved prior to the final building inspection approval."

w. The Applicant is advised that construction, sediment, and erosion control, water quality, and all surface water discharges from the site are subject to the State of Washington NPDES Storm Water General Permit, administered by the Department of Ecology. The requirements of this permit are considered satisfactory to meet the requirements of the City of Tacoma's clearing and grading ordinance. The Applicant shall be subject to enforcement under both the State of Washington permit and City of Tacoma ordinances. The Applicant shall submit copies of the Notice of Intent and the Surface Water Pollution Prevention Plan required under the NPDES permit prior to any clearing and grading activities on the site, to the City of Tacoma for review and approval. The City of Tacoma shall review and comment on the

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application within 15 days of submittal. The Applicant shall incorporate any City of Tacoma comments on the plan.

x. Due to the potential erosion hazard, clearing shall be limited to those areas required for construction of roadways and utilities. Additional clearing for building pad preparation may be allowed once an expanded erosion control plan is submitted with the engineering plans and is approved by the City of Tacoma.

y. All building foundations shall be constructed above the 100-year flood plain.

z. All public easements required for the sanitary and storm sewer extensions shall be recorded and shown on the face of the plat.

aa. NWE shall mark cul-de-sac turn around "no parking" on all sides.

bb. Lots 137 through 149 shall be fenced at the rear yard property line by NWE.

cc. The minimum width of the accessway serving Lots 143 through 149 shall be 24 feet with 3 inches of asphalt over 2.5 inches of crushed surfacing over 5 inches of ballast. Unsuitable foundation excavation material shall be removed as directed by the City Engineer. Concrete curbs and gutters shall be constructed on both sides. A turnaround shall be constructed at the north end of the access way by NWE to the approval of the Traffic Engineer.

dd. Fire protection must comply with the requirements of the Uniform Fire Code and Water Division standards and specifications.

ee. Extensive water main construction will be required to support this project. Design of the mains will be done by the Water Division. Construction will be done by the Applicant. Design and construction will be done at the expense of the Applicant.

ff. Two additional educational signs shall be installed by NWE at appropriate locations along the road side advertising the wetlands and their functions and values.

gg. Fencing and appropriate signage to protect the wetland located at the northwesterly portion of the plat shall be installed by NWE in accordance with the requirements of the LUA.

hh. This Concomitant Zoning Agreement (CZA), incorporates the conditions of approval imposed, shall be executed and recorded prior to final reading of the ordinance reclassifying the property.

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ii. Prior to execution of the CZA, the Applicant did furnish to the City Attorney documentation verifying the current ownership of the property to be classified.

jj. The effective date of the site plan approved herein shall be the date of the Hearing Examiner's decision provided, however, in the event the decision is appealed, then in that event, the effective date shall extend from the date that the decision on appeal becomes final.

2. The covenants set forth herein is/are based upon representations made and exhibits, including development plans and proposals, submitted at the hearing conducted by the Hearing Examiner. Any substantial change(s) or deviation(s) in such development plans, proposals, or conditions of approval imposed shall be subject to the approval of the hearing examiner and may require further and additional hearings.

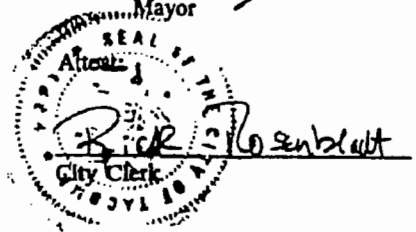
3. The authorization(s) set forth herein are subject to all applicable federal, state and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances are conditions precedent to the approvals granted and are continuing requirements of such approvals. By accepting these conditions, NWE and QFC represent that the developments and activities allowed by the respective parties comprising the Applicant will comply with such laws, regulations and ordinances. If, during the term of the approvals granted, the developments and activities permitted do not comply with such laws, regulations, or ordinances, the respective parties comprising the Applicant agree to promptly bring their respective developments or activities into compliance.

CITY OF TACOMA:

APPLICANT:

By: [Signature]
Mayor

NORTHWEST ENTERPRISES, a
Washington general partnership
comprised of:



LOWE-TRISTATE, INC., a
Washington corporation, General
Partner

By: [Signature]
Craig A. Wrench
Its Senior Vice-President

and,

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Legal Description Approved:

LENNON INVESTMENTS, INC., a Washington corporation, General Partner

David Maroon
Chief Surveyor of Public Works Department

By: Patrick O. Lennon
Patrick O. Lennon
Its President

Approved as to form:

QUALITY FOOD CENTERS, INC., a Washington corporation

Kyle J. Crews
Assistant City Attorney

Dan Koufkoumelis
Dan Koufkoumelis
Its President and CEO

CONSENT

Rick Burnstead Construction, a Washington corporation, and Steve Burnstead Construction, a Washington corporation, have purchased Harbor Ridge Division VIII as tenants in common, and consent to the terms of the CZA and agree to be bound by it, to the extent it applies to Division VIII.

RICK BURNSTEAD CONSTRUCTION, a Washington corporation

STEVE BURNSTEAD CONSTRUCTION, a Washington corporation

BY Frederick Burnstead

BY Steve Burnstead

Its President
Dated 3/28/95

Its PRESIDENT
Dated 3/28/95

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Frederick Burnstead is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of RICK BURNSTEAD CONSTRUCTION, to be the

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mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said general partnership.

Witness my hand and official seal hereto affixed the day and year first above written.



Trina K. Moore

Trina K. Moore

(Type/Print Name)
Notary Public in and for the State of Washington,
residing at Myrwood
My appointment expires: 10-14-98

STATE OF WASHINGTON)

)ss.
County of Pierce)

On this 6th day of April, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick O. Lennon, to me known to be the President of Lennon Investments, a Washington corporation and general partner of Northwest Enterprises, a Washington general partnership, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said general partnership.

Witness my hand and official seal hereto affixed the day and year first above written.



Stephanie A. Arend

STEPHANIE A. AREND

(Type/Print Name)
Notary Public in and for the State of Washington,
residing at TACOMA
My appointment expires: 12-6-96

STATE OF WASHINGTON)

)ss.
County of Pierce)

On this 24th day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAN KOURKOUVELIS, to me known to be the President of Quality Food Centers, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free

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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 said instrument on behalf of said corporation.

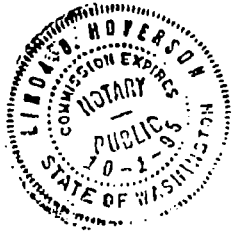
Witness my hand and official seal hereto affixed the day and year first above written.

Linda B. Hoverson
LINDA B. HOVERSON

(Type/Print Name)

Notary Public in and for the State of Washington,
residing at Edmonds

My appointment expires: 10-1-95



BK 1117PG0172

**EXHIBIT "A-1" - LEGAL DESCRIPTION OF NORTHWEST
ENTERPRISE PROPERTY**

Harbor Ridge Division VIII

That portion of the south half of the southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line thereof, S 01°07'03" W, 500.28 feet to the TRUE POINT OF BEGINNING;

THENCE N 88°52'57" W, 441.46 feet;

THENCE N 88°05'45"W, 474.30 feet;

THENCE N 28°01'58" E, 3.40 feet;

THENCE N 61°58'02" W, 60.00 feet;

THENCE N 28°01'58" E, 82.81 feet to a point of curvature;

THENCE northerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of reverse curvature;

THENCE northwesterly 15.83 feet along the arc of a tangent curve to the right, having a radius of 61.00 feet, through a central angle of 14°52'23";

THENCE N 88°05'45" W, 223.51 feet to a point of curvature;

THENCE southwesterly 15.83 feet along the arc of a non-tangent curve to the right, having a radius of 61.00 feet, the radius point of which bears N 51°55'38" W, through a central angle of 14°52'23" to a point of reverse curvature;

THENCE southerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of tangency;

THENCE S 24°13'28" E, 82.81 feet;

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THENCE S 65°46'32" W, 60.00 feet;

THENCE S 24°13'28" E, 3.40 feet;

THENCE N 88°05'45" W, 79.30 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE S 88°05'45" E, 62.00 feet;

THENCE S 01°54'15" W, 56.00 feet;

THENCE N 88°05'45" W, 92.00 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE N 88°05'45" W, 300.00 feet;

THENCE S 01°54'15" W, 532.99 feet to the northerly margin of Northshore Parkway;

THENCE along said northerly margin the following courses:

S 88°41'47" E, 284.80 feet;

S 88°07'39" E, 210.23 feet;

N 46°52'21" E, 35.36 feet;

S 88°07'39" E, 60.00 feet;

S 43°07'39" E, 35.36 feet;

S 88°07'39" E, 285.66 feet to a point of curvature;

northeasterly 365.79 feet along the arc of a tangent curve to the left, having a radius of 676.01 feet, through a central angle of 31°00'11" to a point of tangency;

N 60°52'10" E, 165.18 feet to a point of curvature;

northeasterly 251.83 feet along the arc of a tangent curve to the right, having a radius of 765.00 feet, through a central angle of 18°51'40" to said east line of the southeast quarter of the southeast quarter of Section 15;

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THENCE along said east line, N 01°07'03" E, 511.54 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH the following described portion of said southeast quarter of the southeast quarter of Section 15;

COMMENCING at said northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line of said subdivision, S 01°07'03" W, 1093.62 feet to the southerly margin of said Northshore Parkway and THE TRUE POINT OF BEGINNING;

THENCE along said southerly margin, southwesterly 209.34 feet along the arc of a non-tangent curve to the left, having a radius of 685.00 feet, the radius of which bears S 11°37'14" E, through a central angle of 17°30'36" to a point of tangency;

THENCE continuing along said southerly margin, S 60°52'10" W, 165.18 feet to a point of curvature;

THENCE continuing along said southerly margin, 162.05 feet along the arc of a tangent curve to the right, having a radius of 756.01 feet, through a central angle of 12°16'54" to the south line of said southeast quarter of the southeast quarter of Section 15;

THENCE along said south line, S 88°07'39" E, 484.40 feet to the southeast corner of said subdivision;

THENCE along the east line of said subdivision, N 01°07'03" E, 232.06 feet to the TRUE POINT OF BEGINNING.

Containing 26.95 acres, more or less.

Harbor Ridge Division IX

That portion of the south half of the southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., Pierce County, Washington, being more particularly described as follows:

BK 1117PG0175

BEGINNING at the northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line thereof, S 01°07'03" W, 500.28 feet;

THENCE N 88°52'57" W, 441.46 feet;

THENCE N 88°05'45" W, 474.30 feet;

THENCE N 28°01'58" E, 3.40 feet;

THENCE N 61°58'02" W, 60.00 feet;

THENCE N 28°01'58" E, 82.81 feet to a point of curvature;

THENCE northerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of reverse curvature;

THENCE northwesterly 15.84 feet along the arc of a tangent curve to the right, having a radius of 61.00 feet, through a central angle of 14°52'23";

THENCE N 88°05'45" W, 223.51 feet to a point of curvature;

THENCE southwesterly 15.83 feet along the arc of a non-tangent curve to the right, having a radius of 61.00 feet, the radius point of which bears N 51°55'38" W, through a central angle of 14°52'23" to a point of reverse curvature;

THENCE southerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of tangency;

THENCE S 24°13'28" E, 82.81 feet;

THENCE S 65°46'32" W, 60.00 feet;

THENCE S 24°13'28" E, 3.40 feet;

THENCE N 88°05'45" W, 79.30 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE S 88°05'45" E, 62.00 feet;

THENCE S 01°54'15" W, 56.00 feet;

BK1117PG0176

THENCE N 88°05'45" W, 92.00 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE N 88°05'45" W, 300.00 feet;

THENCE N 01°54'15" E, 7.85 feet;

THENCE N 89°40'37" W, 62.03 feet to a point of curvature;

THENCE northwesterly 213.31 feet along the arc of a tangent curve to the right, having a radius of 394.00 feet; through a central angle of 31°01'10" to a point of tangency;

THENCE N 58°39'27" W, 10.64 feet to a point of curvature;

THENCE northwesterly 134.10 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 29°26'18" to a point of tangency;

THENCE N 88°05'45" W, 121.40 feet to a point of curvature;

THENCE southwesterly 155.27 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 34°05'12" to the northeasterly margin of Norpoint Way N.E.;

THENCE along said northeasterly margin, the following courses:

northwesterly 14.94 feet along the arc of a non-tangent curve to the left, having a radius of 1121.88 feet, the radius point of which bears S 59°08'36" W, through a central angle of 00°45'46" to a point of compound curvature;

northwesterly 213.47 feet along the arc of a tangent curve to the left, having a radius of 1081.20 feet, through a central angle of 11°18'45" to a point of tangency;

N 42°55'55" W, 78.38 feet to point of curvature;

northwesterly 530.59 feet along the arc of a tangent curve to the right, having a radius of 688.00 feet, through a central angle of 44°11'13" to the north line of the southwest quarter of the southeast quarter of said Section 15;

BK 1117PG0177

THENCE along the north line of thereof, S 88°00'57" E, 1331.44 feet to the northeast corner of said subdivision;

THENCE along the north line of the southeast quarter of the southeast quarter of said Section 15, S 87°57'02" E, 1337.99 feet to the POINT OF BEGINNING.

Containing 34.91 acres, more or less.

BKT117PG0178

**EXHIBIT "A-2" - LEGAL DESCRIPTION OF QUALITY
FOOD CENTERS PROPERTY**

Harbor Ridge Plaza

That portion of the Southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., in the City of Tacoma, Pierce County, Washington, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 15, being a 2 inch brass disc in 10 inch diameter concrete;

THENCE along the South line of said Section 15, S 88°41'47" E, 546.34 feet;

THENCE N 01°43'39" W, 65.05 feet to the Northerly margin of North Shore Parkway (AKA 51st Street N.E.);

THENCE along said Northerly margin, S 86°31'21" E, 33.98 feet;

THENCE continuing along said Northerly margin, S 45°13'29" E, 8.95 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said Northerly margin, S 45°13'29" E, 25.45 feet;

THENCE continuing along said Northerly margin, S 88°41'47" E, 466.64 feet;

THENCE N 01°54'15" E, 540.84 feet;

THENCE N 89°40'37" W, 62.03 feet to a point of curvature;

THENCE northwesterly 213.31 feet along the arc of a tangent curve to the right, having a radius of 394.00 feet, through a central angle of 31°01'10" to a point of tangency;

THENCE N 58°39'27" W, 10.64 feet to a point of curvature;

THENCE northwesterly 134.10 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 29°26'18" to a point of tangency;

THENCE N 88°05'45" W, 121.40 feet to a point of curvature;

THENCE southwesterly 155.27 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 34°05'12" to the easterly margin of Norpoint Way N.E. as shown on the amended plat of

BKT117PG0179

"Harbor Ridge Estates Division III" as filed under Pierce County Recording No. 9201070436 and a point of curvature;

THENCE along said easterly margin, southeasterly 262.67 feet along the arc of a non-tangent curve to the right, having a radius of 1121.88 feet, the radius point of which bears S 59°08'36" W, through a central angle of 13°24'54";

THENCE continuing along said easterly margin, N 72°33'30" E, 8.00 feet to a point of curvature;

THENCE continuing along said easterly margin, southeasterly 309.88 feet along the arc of a non-tangent curve to the right, having a radius of 1129.88 feet, the radius point of which bears S 72°33'30" W, through a central angle of 15°42'51" to a point of tangency;

THENCE continuing along said easterly margin, S 01°43'39" E, 36.07 feet to the TRUE POINT OF BEGINNING.

Containing 7.50 acres, more or less.

Recorded at the Request of
and After Recording Return to:

BK 1125P63413

9505310080

Gordon, Thomas, Honeywell
Malanca, Peterson and Daheim
P.O. Box 1157
Tacoma, WA 98401
ATTN: Stephanie Arend

95 MAY 31 AM 10: 51

AGREEMENT REGARDING ZONING CONDITIONS

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PERCE CO. WASH

THIS AGREEMENT REGARDING ZONING CONDITIONS ("Agreement") is entered into the 24TH day of MARCH, 1995, by and between NORTHWEST ENTERPRISES, a Washington general partnership comprised of LOWE-TRISTATE, INC., a Washington corporation, and LENNON INVESTMENTS, INC., a Washington corporation ("NWE") and QUALITY FOOD CENTERS, INC., a Washington corporation ("QFC"). NWE is the owner of the property legally described on Exhibit A-1. QFC is the owner of the property legally described on Exhibit A-2.

BACKGROUND

A. NWE and QFC are parties to that certain Harbor Ridge Shopping Center Real Estate Purchase and Sale Agreement dated September 16, 1992, as amended on November 23, 1992. In addition, the parties have entered into an Agreement Regarding Zoning Conditions dated October 25, 1993, and a Concomitant Zoning Agreement dated MARCH 24, 1995.

B. The Concomitant Zoning Agreement requires the owner of Harbor Ridge Estates to pay certain impact fees and to construct off-site storm sewers. As between NWE and QFC, the parties desire to confirm who is responsible for these conditions of approval.

THEREFORE, in light of this background and in consideration of mutual covenants and conditions, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NWE shall, at its sole expense, pay any traffic impact fees or similar fee or charge of any kind in connection with development of the Harbor Ridge commercial property allowed by the C-P-N zoning and for not more than 82,700 square feet of commercial building area.

2. NWE shall construct, at its sole expense, a 36-inch diameter storm sewer parallel to the existing City of Tacoma storm sewer on 38th Avenue Northeast between 33rd Street Northeast and Browns Pt. Boulevard to provide sufficient capacity for storm water flows from Harbor Ridge Estates. During development and construction within Harbor Ridge, if either party shall cause sediments or debris or otherwise

damage the storm drainage system, that party shall be responsible for cleaning or repairing the system, at that party's sole cost and expense.

3. The parties have also entered into a Concomitant Zoning Agreement with the City of Tacoma, obligating them to certain improvements with respect to the Site, as defined in the Concomitant Zoning Agreement. To the extent that any obligation is not assigned to a particular party, it shall be the obligation of the party whose property is benefited thereby.

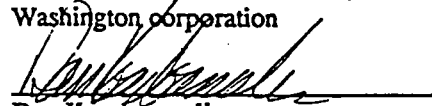
4. Paragraph (s) of the Concomitant Zoning Agreement states that a sanitary sewer pump station and force main will be required if elevations prevent gravity sewer service to the entire plat. Each party agrees to participate in the cost of the pump station and force main if, and only if, gravity sewer service cannot be extended to serve their respective properties.

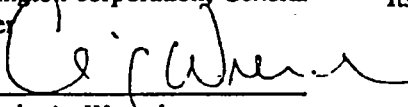
5. This Agreement shall run with the land and bind the parties, their heirs, successors and assigns.

NORTHWEST ENTERPRISES, a
Washington general partnership
comprised of:

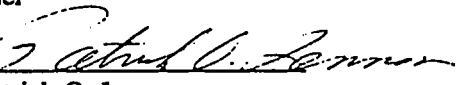
QUALITY FOOD CENTERS, INC., a
Washington corporation

LOWE-TRISTATE, INC., a
Washington corporation, General
Partner


Dan Kourkouvelis
Its President and CEO

By: 
Craig A. Wrench
Its Senior Vice-President

LENNON INVESTMENTS, INC., a
Washington corporation, General
Partner

By: 
Patrick O. Lennon
Its President

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

STATE OF WASHINGTON)

)ss.

County of Pierce)

On this 20th day of March, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Craig A. Wren, to me known to be the Vice President of Lowe-Tristate, Inc., a Washington corporation and General Partner of Northwest Enterprises, the Washington general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said general partnership.

Witness my hand and official seal hereto affixed the day and year first above written.



Trina K. Moore

Trina K. Moore

(Type/Print Name)

Notary Public in and for the State of Washington, residing at Lynden

My appointment expires: 10-14-98

STATE OF WASHINGTON)

)ss.

County of Pierce)

On this 6th day of April, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick O. Lennon, to me known to be the President of Lennon Investments, a Washington corporation and general partner of Northwest Enterprises, a Washington general partnership, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the

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BK 1125PG34117

**EXHIBIT "A-1" - LEGAL DESCRIPTION OF NORTHWEST
ENTERPRISE PROPERTY**

Harbor Ridge Division VIII

That portion of the south half of the southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., Pierce County, Washington, being more particularly described as follows:

COMMENCING at the northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line thereof, S 01°07'03" W, 500.28 feet to the TRUE POINT OF BEGINNING;

THENCE N 88°52'57" W, 441.46 feet;

THENCE N 88°05'45" W, 474.30 feet;

THENCE N 28°01'58" E, 3.40 feet;

THENCE N 61°58'02" W, 60.00 feet;

THENCE N 28°01'58" E, 82.81 feet to a point of curvature;

THENCE northerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of reverse curvature;

THENCE northwesterly 15.83 feet along the arc of a tangent curve to the right, having a radius of 61.00 feet, through a central angle of 14°52'23";

THENCE N 88°05'45" W, 223.51 feet to a point of curvature;

THENCE southwesterly 15.83 feet along the arc of a non-tangent curve to the right, having a radius of 61.00 feet, the radius point of which bears N 51°55'38" W, through a central angle of 14°52'23" to a point of reverse curvature;

THENCE southerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of tangency;

THENCE S 24°13'28" E, 82.81 feet;

9505310080

BK T 125 PG 34 118

THENCE S 65°46'32" W, 60.00 feet;
THENCE S 24°13'28" E, 3.40 feet;
THENCE N 88°05'45" W, 79.30 feet;
THENCE S 01°54'15" W, 97.00 feet;
THENCE S 88°05'45" E, 62.00 feet;
THENCE S 01°54'15" W, 56.00 feet;
THENCE N 88°05'45" W, 92.00 feet;
THENCE S 01°54'15" W, 97.00 feet;
THENCE N 88°05'45" W, 300.00 feet;
THENCE S 01°54'15" W, 532.99 feet to the northerly margin of Northshore Parkway;
THENCE along said northerly margin the following courses:

S 88°41'47" E, 284.80 feet;
S 88°07'39" E, 210.23 feet;
N 46°52'21" E, 35.36 feet;
S 88°07'39" E, 60.00 feet;
S 43°07'39" E, 35.36 feet;
S 88°07'39" E, 285.66 feet to a point of curvature;
northeasterly 365.79 feet along the arc of a tangent curve
to the left, having a radius of 676.01 feet, through a
central angle of 31°00'11" to a point of tangency;
N 60°52'10" E, 165.18 feet to a point of curvature;
northeasterly 251.83 feet along the arc of a tangent curve
to the right, having a radius of 765.00 feet, through a

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BK T 125PG34119

central angle of $18^{\circ}51'40''$ to said east line of the southeast quarter of the southeast quarter of Section 15;

THENCE along said east line, $N 01^{\circ}07'03'' E$, 511.54 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH the following described portion of said southeast quarter of the southeast quarter of Section 15;

COMMENCING at said northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line of said subdivision, $S 01^{\circ}07'03'' W$, 1093.62 feet to the southerly margin of said Northshore Parkway and THE TRUE POINT OF BEGINNING;

THENCE along said southerly margin, southwesterly 209.34 feet along the arc of a non-tangent curve to the left, having a radius of 685.00 feet, the radius of which bears $S 11^{\circ}37'14'' E$, through a central angle of $17^{\circ}30'36''$ to a point of tangency;

THENCE continuing along said southerly margin, $S 60^{\circ}52'10'' W$, 165.18 feet to a point of curvature;

THENCE continuing along said southerly margin, 162.05 feet along the arc of a tangent curve to the right, having a radius of 756.01 feet, through a central angle of $12^{\circ}16'54''$ to the south line of said southeast quarter of the southeast quarter of Section 15;

THENCE along said south line, $S 88^{\circ}07'39'' E$, 484.40 feet to the southeast corner of said subdivision;

THENCE along the east line of said subdivision, $N 01^{\circ}07'03'' E$, 232.06 feet to the TRUE POINT OF BEGINNING.

Containing 26.95 acres, more or less.

BK 1125PG3420

Harbor Ridge Division IX

That portion of the south half of the southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., Pierce County, Washington, being more particularly described as follows:

BEGINNING at the northeast corner of the southeast quarter of the southeast quarter of said Section 15;

THENCE along the east line thereof, S 01°07'03" W, 500.28 feet;

THENCE N 88°52'57" W, 441.46 feet;

THENCE N 88°05'45" W, 474.30 feet;

THENCE N 28°01'58" E, 3.40 feet;

THENCE N 61°58'02" W, 60.00 feet;

THENCE N 28°01'58" E, 82.81 feet to a point of curvature;

THENCE northerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of reverse curvature;

THENCE northwesterly 15.84 feet along the arc of a tangent curve to the right, having a radius of 61.00 feet, through a central angle of 14°52'23";

THENCE N 88°05'45" W, 223.51 feet to a point of curvature;

THENCE southwesterly 15.83 feet along the arc of a non-tangent curve to the right, having a radius of 61.00 feet, the radius point of which bears N 51°55'38" W, through a central angle of 14°52'23" to a point of reverse curvature;

THENCE southerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'13" to a point of tangency;

THENCE S 24°13'28" E, 82.81 feet;

THENCE S 65°46'32" W, 60.00 feet;

THENCE S 24°13'28" E, 3.40 feet;

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE,
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK T 125 P 634211

THENCE N 88°05'45" W, 79.30 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE S 88°05'45" E, 62.00 feet;

THENCE S 01°54'15" W, 56.00 feet;

THENCE N 88°05'45" W, 92.00 feet;

THENCE S 01°54'15" W, 97.00 feet;

THENCE N 88°05'45" W, 300.00 feet;

THENCE N 01°54'15" E, 7.85 feet;

THENCE N 89°40'37" W, 62.03 feet to a point of curvature;

THENCE northwesterly 213.31 feet along the arc of a tangent curve to the right, having a radius of 394.00 feet; through a central angle of 31°01'10" to a point of tangency;

THENCE N 58°39'27" W, 10.64 feet to a point of curvature;

THENCE northwesterly 134.10 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 29°26'18" to a point of tangency;

THENCE N 88°05'45" W, 121.40 feet to a point of curvature;

THENCE southwesterly 155.27 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 34°05'12" to the northeasterly margin of Norpoint Way N.E.;

THENCE along said northeasterly margin, the following courses:

northwesterly 14.94 feet along the arc of a non-tangent curve to the left, having a radius of 1121.88 feet, the radius point of which bears S 59°08'36" W, through a central angle of 00°45'46" to a point of compound curvature;

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BK 1125P63422

northwesterly 213.47 feet along the arc of a tangent curve to the left, having a radius of 1081.20 feet, through a central angle of $11^{\circ}18'45''$ to a point of tangency;

N $42^{\circ}55'55''$ W, 78.38 feet to point of curvature;

northwesterly 530.59 feet along the arc of a tangent curve to the right, having a radius of 688.00 feet, through a central angle of $44^{\circ}11'13''$ to the north line of the southwest quarter of the southeast quarter of said Section 15;

THENCE along the north line of thereof, S $88^{\circ}00'57''$ E, 1331.44 feet to the northeast corner of said subdivision;

THENCE along the north line of the southeast quarter of the southeast quarter of said Section 15, S $87^{\circ}57'02''$ E, 1337.99 feet to the POINT OF BEGINNING.

Containing 34.91 acres, more or less.

IT IS DUE TO THE QUALITY OF THE DOCUMENT. IT IS DUE TO THE QUALITY OF THE DOCUMENT.

BK 1125PG3423

**EXHIBIT "A-2" - LEGAL DESCRIPTION OF QUALITY
FOOD CENTERS PROPERTY**

Harbor Ridge Plaza

That portion of the Southeast quarter of Section 15, Township 21 North, Range 3 East, W.M., in the City of Tacoma, Pierce County, Washington, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 15, being a 2 inch brass disc in 10 inch diameter concrete;

THENCE along the South line of said Section 15, S 88°41'47" E, 546.34 feet;

THENCE N 01°43'39" W, 65.05 feet to the Northerly margin of North Shore Parkway (AKA 51st Street N.E.);

THENCE along said Northerly margin, S 86°31'21" E, 33.98 feet;

THENCE continuing along said Northerly margin, S 45°13'29" E, 8.95 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said Northerly margin, S 45°13'29" E, 25.45 feet;

THENCE continuing along said Northerly margin, S 88°41'47" E, 466.64 feet;

THENCE N 01°54'15" E, 540.84 feet;

THENCE N 89°40'37" W, 62.03 feet to a point of curvature;

THENCE northwesterly 213.31 feet along the arc of a tangent curve to the right, having a radius of 394.00 feet, through a central angle of 31°01'10" to a point of tangency;

THENCE N 58°39'27" W, 10.64 feet to a point of curvature;

THENCE northwesterly 134.10 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 29°26'18" to a point of tangency;

THENCE N 88°05'45" W, 121.40 feet to a point of curvature;

BK 1125PG3424

THENCE southwesterly 155.27 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of $34^{\circ}05'12''$ to the easterly margin of Norpoint Way N.E. as shown on the amended plat of "Harbor Ridge Estates Division III" as filed under Pierce County Recording No. 9201070436 and a point of curvature;

THENCE along said easterly margin, southeasterly 262.67 feet along the arc of a non-tangent curve to the right, having a radius of 1121.88 feet, the radius point of which bears $S 59^{\circ}08'36'' W$, through a central angle of $13^{\circ}24'54''$;

THENCE continuing along said easterly margin, $N 72^{\circ}33'30'' E$, 8.00 feet to a point of curvature;

THENCE continuing along said easterly margin, southeasterly 309.88 feet along the arc of a non-tangent curve to the right, having a radius of 1129.88 feet, the radius point of which bears $S 72^{\circ}33'30'' W$, through a central angle of $15^{\circ}42'51''$ to a point of tangency;

THENCE continuing along said easterly margin, $S 01^{\circ}43'39'' E$, 36.07 feet to the TRUE POINT OF BEGINNING.

Containing 7.50 acres, more or less.

9507170315

BK 1137PG3890
ORIGINAL

95 JUL 17 PM 12:40

Recorded at the Request of
and After Recording Return to:
City of Tacoma
ATTN: KYLE CREWS
747 Market Street, Room 1120
Tacoma, WA 98402

RECORDED
CATHY PEARSALL-STIFEN
AUDITOR PERCEE CO. WASH

AGREEMENT

THIS AGREEMENT is made this 15th day of May, 1995,
between NORTHWEST ENTERPRISES, a Washington general Partnership comprised
of Lowe-Tristate, Inc., a Washington corporation, and Lennon Investments, Inc., a
Washington corporation (collectively "Lowe"), and the CITY OF TACOMA, a
municipal corporation ("City"),

1. **Background.** Lowe is the owner of property in the City of Tacoma
which has been approved for development as Harbor Ridge Estates Divisions 8 and 9.
In connection with the approval of that project, the City has required Lowe to construct
a 36 inch off-site storm drainage trunk main in the area south of the Northshore Golf
Course in the vicinity of Harbor Ridge Estates. The City has now requested that Lowe
increase the size of the pipe installed up to 48 inches in diameter to accommodate
additional flows from other areas in the vicinity. Lowe is willing to undertake that
additional work provided it will be reimbursed for the additional costs incurred. The
purpose of this Agreement is to set forth the parties' agreement concerning the
construction and reimbursement.

2. **Construction.** Lowe agrees to install a 48 inch diameter pipe in lieu of
the 36 inch diameter pipe required by paragraph 1(t) of the Concomitant Agreement
between the parties. The pipe will be installed in accordance with adopted City of
Tacoma standards and ordinances and in accordance with plans submitted by Lowe and
approved by the City, the details of which are further referred to on Drawing No.
LL5926, Harbor Ridge Estates off-site storm drainage line improvements, alley
between 38th Avenue N.E. and 39th Avenue N.E.

Lowe agrees to monitor and maintain, and provide a construction warranty for,
the storm drainage main for one year following completion of installation. During this
time, Lowe and its contractor shall have the right of entry to the line and shall maintain
and operate it for the benefit of the City. Lowe shall deed the trunk main to the City

9507170315

BK 1137PG3891

which will have responsibility for maintenance of the trunk following the one-year period.

Based on its current construction schedule, Lowe anticipates commencing construction of the off-site storm drainage system on or about June 1, 1995, and completing construction no later than August 31, 1995.

3. Reimbursement. The City of Tacoma shall inspect the off-site storm drainage system within fifteen (15) days of completion of construction. Within fifteen (15) days of inspection, the City of Tacoma shall provide Lowe with written acceptance of the system or a written punch-list. Within fifteen (15) days of receiving notice from Lowe that the punch-list items have been corrected, the City of Tacoma shall inspect the system. This process shall continue until the City of Tacoma has accepted the system. Not later than thirty (30) days after the City's final acceptance of the construction of the off-site storm drainage system, the City shall pay its share of the costs to Lowe. The City of Tacoma's share shall be determined prior to construction by Lowe's obtaining at least three bids from qualified contractors with alternative bids for a 36 inch and a 48 inch pipe system. Bids for the 48 inch pipe system shall include compliance with prevailing wage laws set forth in RCW 39.12. Bids for the 36 inch pipe system shall be based on market rates. The City of Tacoma's share shall be equal to the estimated difference in the cost of the two alternative systems (36" system based on market rates; 48" system based on prevailing wage laws), plus the additional engineering costs incurred by Lowe for the design of the 48 inch system and for the bid process associated with that system beyond what would have been expected for the 36 inch system. This calculation shall use the lowest bid for the 36 inch system and the 48 inch system. The parties' good faith estimate of the total cost of such construction shall be based on market rates and prevailing wages where appropriate and the estimate shall be determined and agreed upon by Lowe and the City of Tacoma Public Works Department, Utility Services Engineering Division, prior to commencement of construction. In the event that the actual cost exceeds (or is less than) the parties' good faith estimate, the parties shall share in the cost of such overruns (or savings) in the same proportion as contemplated by this paragraph.

4. Division 8 Construction. The City of Tacoma agrees that construction of street and utility improvements in Division 8 can occur as early as the winter of 1994-1995, and the final plat of Division 8 recorded, without the installation of the off-site storm line; provided however, that Lowe bonds for the off-site storm line. In no event will Lowe be permitted to obtain more than thirty (30) building permits for homes in Division 8 until such time as the approved off-site storm line is installed and the City's upgrade of the storm sewer from the intersection of Northeast 38th Avenue

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and Browns Point Boulevard to the Hylebos Waterway is completed; provided, however, that the City's failure to complete the upgrade by September 30, 1995, shall not prevent Lowe from obtaining additional building permits. Lowe shall direct all storm drainage from Division 8 through the existing sedimentation ponds on the site until the off-site storm-line and City upgrade are both completed; provided, however, that if the City fails to complete the upgrade by June 1, 1995, Lowe may remove the sedimentation ponds. Lowe agrees to maintain the ponds on the site to handle a 25-year, 24-hour rainfall event.

5. Entire Agreement. This constitutes the entire agreement between the parties with respect to the upsizing of the off-site storm drainage system.

6. Representations. Each party represents that the individuals signing on its behalf have been authorized to sign this Agreement and that no further action is required to ratify or affirm the Agreement.

7. Attorneys Fees and Costs. If either party initiates a suit concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other its reasonable costs and attorneys fees in the litigation, including any fees and costs incurred on appeal(s).

8. Covenant Running With Land. This Agreement, including maintenance obligations, shall be binding upon and inure to the benefit of all the parties hereto and their heirs, successors and assigns, and shall constitute a covenant running with the land.

CITY OF TACOMA:

By: 

Ray E. Corpuz, Jr.
City Manager

APPLICANT:

NORTHWEST ENTERPRISES, a
Washington general partnership

By: LOWE TRISTATE, INC., a
Washington corporation, General Partner

By: 

Craig A. Wrench
Its Senior Vice-President

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Attest:

Rick Rosenblatt
City Clerk

By: LENNON INVESTMENTS, INC.,
a Washington corporation, General
Partner

By: Patrick O. Lennon
Patrick O. Lennon
Its President

[Signature]
Act. Director, Finance Department

Approved as to form:

[Signature]
Director, Public Works Department

Loan Whitman
Assistant City Attorney

STATE OF WASHINGTON)
County of Pierce)ss.
)

On this 1 day of May, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CRAIG WRENCH, to me known to be the SR. VICE PRESIDENT of Lowe-Tristate, Inc., a Washington corporation and General Partner of Northwest Enterprises, the Washington general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said general partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
DANN R PLASTER
(Type/Print Name)
Notary Public in and for the State of Wash
residing at AUBURN
My appointment expires: 7-11-98



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STATE OF WASHINGTON)

County of Pierce King)ss.
)

On this 3rd day of May, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Patrick D. Jensen, to me known to be the partner of Lennon Investments, a Washington corporation and general partner of Northwest Enterprises, a Washington general partnership, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said general partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said general partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Joseph M. Francis
JOSEPH M. FRANCIS

(Type/Print Name)

Notary Public in and for the State of Washington
residing at Redmond, Washington

My appointment expires: 7/25/96



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98 MAR 13 PM 2:04

RECORDED
CATHY PEARSALL-STIPEK
AUSTON PIERCE CO. WASH

When Recorded Return To:

City of Tacoma Public Works Department
747 Market Street, Room 444
Tacoma, WA 98402-3769

EXCISE TAX EXEMPT DATE MAR 13 1998
Pierce County

By JW Auth. Sig

DOCUMENT TITLE: COVENANT AND EASEMENT RESPONSE TO '98
HARBOR RIDGE DIVISION #9 W980185

GRANTOR(S): Burnstead Construction Company, by Steve Burnstead
President of Burnstead Construction Company

GRANTEE: CITY OF TACOMA, a Municipal Corporation

LEGAL DESCRIPTION (abbreviated):

The following parcel located in Section 15, Township 21 North, Range 3 East of the Willamette Meridian, the Southwest and Southeast Quarter of the Southeast Quarter, City of Tacoma, Pierce County, Washington:

See pages 2 and 3 for Complete Legal Description

REFERENCE NUMBER(S): A.F.N. Nos. 9707100460, 9412130098, 9511130611 and City of Tacoma Work Order No. LL5972.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: 03-21-15-4-014.

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE, IT IS DUE TO THE QUALITY OF THE DOCUMENT.

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COVENANT AND EASEMENT - HARBOR RIDGE DIVISION #9

WHEREAS Steve Burnstead owns the property known as Harbor Ridge Division #9 which is more fully described herein; and

WHEREAS pursuant to Tacoma Municipal Code 2.02.130(e), a condition of developing the land requires that it have adequate storm water drainage; and

WHEREAS pursuant to final plat approval, a private storm drainage collection system must be provided; and

WHEREAS Steve Burnstead has chosen to install a private storm drainage system for the subdivision so that he may proceed with final plat approval for the subdivision; and

WHEREAS such a private system will require ongoing maintenance to avoid malfunctioning and adversely affecting the downstream properties.

NOW THEREFORE, in consideration of mutual benefits herein described, Steve Burnstead hereby makes the following restrictive covenant upon the lands described in that certain deed recorded under Pierce County Auditor Fee Number 9707100460 in the records of Pierce County, Washington, and more fully described as follows:

Beginning at the northeast corner of the southeast quarter of the southeast quarter of said Section 15; thence along the east line thereof, south 01°07'03" west, 500.28 feet; thence north 88°52'57" west, 441.46 feet; thence north 88°05'45" west, 474.30 feet; thence north 28°01'58" east, 3.40 feet; thence north 61°58'02" west, 60.00 feet; thence north 28°01'58" east, 82.81 feet to a point of curvature; thence northerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'03" to a point of reverse curvature; thence northwesterly 15.83 feet along the arc of a tangent curve to the right, having a radius of 61.00 feet, through a central angle of 04°52'23"; thence north 88°05'45" west, 223.51 feet to a point of curvature; thence southwesterly 15.83 feet along the arc of a non-tangent curve to the right, having a radius of 61.00 feet, the radius point of which bears north 51°55'38" west, through a central angle of 14°52'23" to a point of reverse curvature; thence southerly 10.78 feet along the arc of a tangent curve to the left, having a radius of 8.00 feet, through a central angle of 77°10'03" to a point of tangency; thence south 24°13'28" east, 82.81 feet; thence south 65°46'32" west, 60.00 feet; thence south 24°13'28" east, 3.40 feet; thence north 88°05'49" west, 79.30 feet; thence south 01°54'19" west, 97.00 feet; thence south 88°05'45" east, 62.00 feet; thence south 01°54'15" west, 56.00 feet; thence north 88°05'45" west, 92.00 feet; thence south 01°54'15" west, 97.00 feet; thence north 88°05'45" west, 300.00 feet; thence north 01°54'15" east, 7.85 feet; thence north 89°40'37" west, 62.03 feet to a point of curvature; thence northwesterly 213.31 feet along the arc of tangent curve to the right, having a radius of 394.00 feet, through a central angle of 31°01'10" to a point of tangency; thence north 58°39'27" west, 10.64 feet to a point of curvature; thence northwesterly 134.10 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 29°26'18" to a point of tangency; thence north 88°05'45" west, 121.40 feet to a point of curvature; thence southwesterly 155.27 feet along the arc of a tangent curve to the left, having a radius of 260.99 feet, through a central angle of 34°05'12" to the northeasterly margin of Norpoint Way NE; thence along said northeasterly margin, the following courses:

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northwesterly 14.94 feet along the arc of a non-tangent curve to the left, having a radius of 1121.88 feet, the radius point of which bears south 59°08'36" west, through a central angle of 00°45'46" to a point of compound curvature; northwesterly 213.47 feet along the arc of a tangent curve to the left, having a radius of 1081.20 feet, through a central angle of 11°18'45" to a point of tangency; north 42°55'55" west, 78.38 feet to point of curvature; northwesterly 530.59 feet along the arc of a tangent curve to the right, having a radius of 688.00 feet, through a central angle of 44°11'13" to the north line of the southwest quarter of the southeast quarter of said Section 15;

Thence along the north lines thereof south 88°00'57" east, 1331.44 feet to the northeast corner of said subdivision; thence along the north line of the southeast quarter of the southeast quarter of said Section 15, south 87°57'02" east, 1337.99 feet to the point of beginning.

Situate in the City of Tacoma, Pierce County, Washington.

COVENANT AND EASEMENT

The above described property contains a private storm drainage system. The private storm drainage system consists of 20 yard drains, 10 type 1 catch basins and approximately 1,325 feet of 8-inch diameter storm drain pipe, and serves lots 98 through 102, 104 through 110, 115, 116, 140 through 142, and 147 through 153. It shall be the responsibility of the owner and or successor(s) to maintain the system in its originally designed condition. Any damages caused by the failure of the system shall be the sole responsibility of the owner and/or successor(s). This covenant is made to ensure the proper maintenance of the storm drainage system so that any malfunction will not adversely impact the downstream properties and it shall run with the land and be binding upon the grantor and its successors or assigns. If the private storm drainage system is not maintained in its originally designed condition as set forth in the plans which are located in the Print Room of the Public Works Department, 747 Market Street, Tacoma under Work Order No. 5972 and incorporated herein by reference, the City may enter the property, inspect and repair the system, and assess reasonable costs for the work which may be equally charged against the owners of the lots.

NOW THEREFORE, to this end, Steve Burnstead hereby grants an easement to the City of Tacoma to enter the property, inspect the system, and make necessary repairs. The system was designed by ESM, Inc., 720 South 348th Street, Federal Way, WA 98003.

By


Steve Burnstead, President
Burnstead Construction Company
1215 120th Avenue NE, Suite 201
Bellevue, WA 98005-2135

