



## Joint Procedural Agreement

Between Pierce County, the City of University Place,  
and the City of Lakewood

Regarding the

## **Chambers Creek Properties Master Site Plan**



*PIERCE COUNTY*

Executed June 8, 2000

r e c l a i m i n g   o u r   r e s o u r c e s



200006090050 33 pg  
 6-9-2000 09:35am \$40.00  
 PIERCE COUNTY, WASHINGTON



200006190481 33 pg  
 6-19-2000 02:57pm \$40.00  
 PIERCE COUNTY, WASHINGTON

Return Address

PUBLIC WORKS AND UTILITIES  
 9116 Gravelly Lake Dr. S.W.  
 Tacoma, WA 98499-3190

# RE-RECORD

Please print legibly or type information.

**Document Title(s) (Or transactions contained therein):**

1. Joint Procedural Agreement Between Pierce County, The City Of University Place, And The City Of Lakewood Regarding The Chambers Creek Properties And The Chambers Creek Properties Master Site Plan.

**Grantor(s) (Last name first, then first name and initials):**

- 1. Pierce County
- 2. City of University Place
- 3. City of Lakewood
- 4.
- 5.  Additional Names on Page \_\_\_\_\_ of Document

*Rerecord to add date information.*

**Grantee(s) (Last name first, then first name and initials):**

- 1. *City of University Place*
- 2. *City of Lakewood*
- 3. *City of Lakewood*
- 4.
- 5.  Additional Names on Page \_\_\_\_\_ of Document.

**Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):**

Portions of SW20-20-02, SE20-20-02, NE20-20-02; Portions of NE29-20-02, NW29-20-02, SE29-20-02, SW29-20-02; Portions of NE28-20-02, SW28-20-02, NW28-20-02; Portions of NE27-20-02, NW27-20-02

Legal Description is on \_\_\_\_\_ of Document.

**Reference Number(s) (Of documents assigned or released):**

*2000 06090050*

Additional Reference Numbers on Page \_\_\_\_\_ of Document.

**Assessor's Property Tax Parcel/Account Number**

#0220204008 (Key Parcel Number); #0220291022 (Key Parcel Number); various others associated with the Key Parcel Numbers

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

200006090050  
 200006190481

**JOINT PROCEDURAL AGREEMENT BETWEEN PIERCE COUNTY, THE CITY OF  
UNIVERSITY PLACE, AND THE CITY OF LAKEWOOD REGARDING THE  
CHAMBERS CREEK PROPERTIES  
AND THE CHAMBERS CREEK PROPERTIES MASTER SITE PLAN**

**THIS JOINT PROCEDURAL AGREEMENT** is entered by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein known as "County"), **CITY OF UNIVERSITY PLACE**, and **CITY OF LAKEWOOD**, both municipal corporations (herein known as "Cities", collectively, or known as "University Place", or "Lakewood", respectively).

**RECITALS**

WHEREAS, the County owns approximately 928 acres in the vicinity of Chambers Creek, collectively known as the Chambers Creek Properties, from which the County currently provides a variety of regional services, including but not limited to administration, operation and maintenance activities related to transportation services, wastewater collection and treatment, surface water management, site reclamation, natural resource protection, passive recreational services such as trails and pathways, and other governmental services; and

WHEREAS, portions of the Chambers Creek Properties lie within the City of University Place, the City of Lakewood, and within unincorporated Pierce County; and

WHEREAS, in 1995, the County began the process of planning for the Chambers Creek Properties by appointing a 13-member Citizens Committee to represent citizens throughout Pierce County and to provide input in the development of a Master Site Plan; and

WHEREAS, also assisting in the planning process was a Resource Team comprised of representatives invited from 62 agencies, businesses, cities, towns, and other groups with an interest in the outcome of the Master Site Plan Project; and

ORIGINAL

200006190481

200006090050

ORIGINAL

WHEREAS, the cornerstone of the Master Site Plan Project was its extensive public information and outreach program, which enabled hundreds of Pierce County citizens to participate in a series of five public workshops, in four public meetings regarding the Environmental Impact Statement for the Master Site Plan, and in nearly one hundred other public meetings and forums relating to the development of the Master Site Plan; and

WHEREAS, as a result of the public process, the members of the Citizens Committee, Resource Team, and County Management Team identified four alternatives, three action and one no-action alternative, which identified potential uses that are compatible with the regional services currently provided as well as future regional services to be provided from the Chambers Creek Properties; and

WHEREAS, each of the three action alternatives contained four projects, collectively known as the "Phase I projects", which can be implemented within the first ten years after the adoption of the Master Site Plan; and

WHEREAS, a complete environmental analysis pursuant to the State Environmental Policy Act (SEPA) of the four identified alternatives and the four Phase I projects is contained in the November 1996, Draft Environmental Impact Statement and in the April 1997, Final Environmental Impact Statement (Final EIS), which was prepared under a cooperative review process with the City of University Place, City of Lakewood, and Pierce County serving as co-lead agencies; and

WHEREAS, the co-lead agencies determined that the Final EIS met the requirements of SEPA, that significant unavoidable adverse impacts would not be expected as a result of implementation of any of the alternatives or the implementation of a mix of elements from the four alternatives presented in the Final EIS, that no mitigation measures are required beyond those designed into the proposed Phase I alternatives, and that project specific mitigation measures related to impacts for non-Phase I projects may be required if identified through subsequent environmental review; and

WHEREAS, after release of the Final EIS and completion of the final public workshop series, the Citizens Committee and Resource Team developed a Preferred Master Site Plan Alternative which was a "hybrid" with a mix of elements from the four alternatives; and

200006190481  
200006090050

WHEREAS, the Pierce County Executive and the County Management Team reviewed the Preferred Master Site Plan Alternative and recommended to the Pierce County Council that the Preferred Master Site Plan alternative be adopted; and

WHEREAS, on August 19, 1997, the Pierce County Council passed Ordinance No. 97-71S which adopted the two volume *Chambers Creek Properties Master Site Plan* as the planning document for the Chambers Creek Properties and expressed Council support for the "hybrid" alternative; and

WHEREAS, the adopted *Chambers Creek Properties Master Site Plan* fulfills a number of key project objectives, which include:

- \* An outline of a plan for accomplishing short and long-term reclamation of the two on-site gravel mines in a manner which allows for multiple public uses of the site and utilizes reclaimed water and other recycled waste products;
- \* Responsiveness to the development constraints and opportunities of the site and adjacent areas and mitigation of potential adverse environmental impacts;
- \* Design features that retain natural features, provide buffers and open spaces;
- \* Provisions for additional safe public access and maintenance of environmental quality;
- \* Four Phase I projects that can be implemented within the first ten years after the adoption of the Master Site Plan; and

WHEREAS, the parties agree that implementation of the Master Site Plan must be in a manner which retains flexibility in design while insuring that the unique characteristics and qualities of the site are protected; and

WHEREAS, in effort to achieve this flexibility in the implementation of the Master Site Plan by Pierce County, several related actions must be undertaken by the Cities which include, but may not be limited to:

ORIGINAL

200006090050  
200006190481

- \* Execution of a joint procedural agreement between Pierce County and the Cities of Lakewood and University Place which will describe the general and specific actions and provisions related to permitted uses; establish design and development standards for improvements; develop a process for coordinating City and County review that takes into consideration the flexibility of project elements; articulate a SEPA compliance process; address the potential vesting of existing applications; identify mitigation measures linked to permitted uses for the project; and any other general provisions necessary to facilitate the County's implementation of the *Chambers Creek Properties Master Site Plan*;
- \* Adoption of certain amendments to the City of University Place, City of Lakewood, and Pierce County Comprehensive Plans, Zoning Codes, Shoreline Master Programs, and other land use standards necessary to facilitate the County's implementation of the *Chambers Creek Properties Master Site Plan*;
- \* Approval of certain land use and construction permits by the Cities and/or County for the Phase I projects of the *Chambers Creek Properties Master Site Plan*; and

WHEREAS, Lakewood and University Place residents participated in the development of the Master Site Plan and both cities have agreed in concept to support and approve the Master Site Plan and the Preferred Alternative; and

WHEREAS, the parties agree that the Master Site Plan and this Agreement directly serve the goals of the Growth Management Act of retaining open space, developing parks and recreational opportunities, conserving habitat, increasing access to water, protecting the environment, and insuring adequate public facilities; and

WHEREAS, the parties agree that the Master Site Plan and this Agreement are consistent with the purposes of the Growth Management Act to encourage coordination and cooperation between jurisdictions in the planning of growth and the use of innovative land use techniques; and

WHEREAS, the parties agree that this Agreement is essential to facilitating the implementation of the *Chambers Creek Properties Master Site Plan*; and

ORIGIN

200006090050  
200006190481

WHEREAS, the parties have agreed that it is in the best interest of their respective citizens to enter into this agreement; NOW, THEREFORE,

**FOR AND IN CONSIDERATION OF THE MUTUAL BENEFITS, AGREEMENTS AND COVENANTS CONTAINED HEREIN,** the parties agree as follows.

SECTION 1. PURPOSE OF AGREEMENT. The parties to this Joint Procedural Agreement (herein known as the "Agreement") voluntarily enter into this Agreement in order to set forth the process and procedures necessary to facilitate implementation of the *Chambers Creek Properties Master Site Plan*. This Agreement is intended to serve as an interlocal agreement as authorized by Chapter 39.34 RCW, and as a concomitant agreement as authorized by the case law of the State of Washington. The parties agree that the implementation of the Master Site Plan will be conducted in accordance with the terms and conditions of this Agreement.

SECTION 2. PARTIES. The parties to this Agreement are as follows:

A. County. The County is a political subdivision organized under the laws of the State of Washington with authority to enact laws and enter into agreements to promote health, safety and welfare of its citizens, including the approval of land use and development standards, and the development of County-owned properties.

B. University Place. The City of University Place is a non-charter optional municipal code city incorporated on August 31, 1995 under the laws of the State of Washington, with the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and to establish zoning and development standards to control the use and development of property within its jurisdiction.

C. Lakewood. The City of Lakewood, is a non-charter optional municipal code city incorporated on February 28, 1996 under the laws of the State of Washington, with the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and to establish zoning and development standards to control the use and development of property within its jurisdiction.

ORIGINAL

2000061904'

200006090050

SECTION 3. DOCUMENTS INCORPORATED INTO THIS AGREEMENT. The following documents are to be incorporated into this agreement as Exhibit "A", "B", "C" and "D" respectively:

A. *Chambers Creek Properties Master Site Plan* (herein known as the "Master Site Plan"), Volumes I and II, dated May 1997, adopted by the Pierce County Council as Ordinance No. 97-71S on August 19, 1997.

B. *Chambers Creek Properties Master Site Plan Final Environmental Impact Statement* (herein known as the "Final EIS"), Volumes I, II and III issued April 11, 1997 by the Co-Responsible Environmental Officials from the Cities of Lakewood and University Place, and Pierce County.

C. A listing of the pending and active permits associated with the Chambers Creek Properties.

D. A map showing the jurisdictional boundaries of the parties, the properties within County ownership and the properties included within the Chambers Creek Master Site Plan.

SECTION 4. HISTORY OF THE CHAMBERS CREEK PROPERTIES MASTER SITE PLAN. A detailed history of the Master Site Planning Process is contained in the Final EIS in Section 1.3, entitled "Background and History" and in Chapter 2, of the Master Site Plan, entitled "The Public Planning Process."

SECTION 5. PHASE I PROJECTS. The parties agree that those projects identified in the Master Site Plan as Phase I projects will be undertaken within the first ten (10) years after the adoption of the Master Site Plan as funding, mining and reclamation activities, and ongoing County operations permit. Due to safety and security concerns while mining and reclamation proceeds, public access shall be limited to the Phase I project areas during the first 10 years. The four Phase I projects will give access to the areas of the site where the Phase I projects occur, while mining and reclamation continue in the interior portions of the site. These projects also respond to the greatest public interest expressed in the public workshop portion of the Master Site Planning Process. The projects are described in Chapter 4 of the Master Site Plan and in the Final EIS with environmental impacts specifically analyzed in Section 2. The four Phase I projects are:

ORIGINAL

200006090050  
200006190481

- A. Grandview/64th Street West Trail and Buffer (Areas 3 and 5); and
- B. Improvements to existing Chambers Creek Canyon Trails (Area 7); and
- C. Shoreline Public Access to the South Dock (Area 8); and
- D. Boat Launch in Chambers Bay (Area 6).

Further, the sale of the Bristonwood property that was originally within the Master Site Plan in Area 4 to the City of University Place had a corresponding effect on the County by requiring the County to construct an Environmental Services Administrative Building in Area 5 of the Chambers Creek Properties sooner than was anticipated. This new facility, will house employees formerly housed at the Bristonwood property with other employees of Public Works and Utilities – Environmental Services Division. It is considered a project separate from the Phase I projects.

SECTION 6. JOINT COOPERATION. The implementation of the various improvements and uses described in the Master Site Plan require building and related permits and land use related applications and permits. A general and specific description of the various Master Site Plan improvements are described in Chapter 5 of the Master Site Plan, entitled "Implementation: Its About Time" and in Section 2.6 of the Final EIS, entitled "Relationship to Land Use Plans and Policies". The following provisions are intended to provide guidance and predictability to the permitting process for the improvements and uses described within the Master Site Plan.

A. Comprehensive Planning and Zoning.

1. The parties agree that the uses and activities identified in the Master Site Plan that will be implemented on the Chambers Creek Properties shall be governed by the standards, conditions, mitigation measures and other provisions of the Master Site Plan, and Final EIS, and by applicable ordinances of the respective jurisdictions. The County and Cities acknowledge, and accept that non-Master Site Plan activities will continue to occur on the Chambers Creek Properties. These activities may require modification of existing permits and approvals, and/or issuance of new permits and approvals. Current non-Master Site Plan activities include gravel mining and mine reclamation, wastewater collection and treatment operations, road maintenance activities, transportation services, other on-going County operations, and other accessory County uses.

ORIGINAL

**200006090050**  
**200006190481**

2. The portion of the Chambers Creek Properties that is located in Lakewood is zoned Open Space/Recreation. All of the uses and activities in the Preferred Alternative discussed in the Master Site Plan that are proposed to be located in Lakewood are consistent with and allowed within this zoning designation. Lakewood shall consider the adoption of the Master Site Plan as part of its Comprehensive Plan and shall consider any necessary amendments to its Plan to incorporate the provisions of this Agreement, during Lakewood's next regular Comprehensive Plan amendment cycle, but no later than two years after execution of this Agreement. As required by RCW 36.70A.120, Lakewood will insure that its zoning and other development regulations remain consistent with and facilitate the implementation of the Master Site Plan, as part of its Comprehensive Plan.
  
3. The portion of the Chambers Creek Properties that is located in University Place is zoned Public Facility. All of the uses and activities in the Preferred Alternative discussed in the Master Site Plan that are proposed to be located in University Place are consistent with and allowed within this zoning designation. All of the Phase I projects discussed in the Master Site Plan that are proposed to be located in University Place are also consistent with and allowed in the Public Facility zone. University Place shall consider the adoption of the Master Site Plan as part of its Comprehensive Plan and shall consider any necessary amendments to its Plan to incorporate the provisions of this Agreement, during its next regular Comprehensive Plan amendment cycle, but no later than two years after the date of execution of this Agreement. As required by RCW 36.70A.120, University Place will insure that its zoning and other development regulations remain consistent with and facilitate the implementation of the Master Site Plan, as part of its Comprehensive Plan.
  
4. The portion of the Chambers Creek Properties that is located in unincorporated Pierce County is zoned Moderate Density Single Family. All of the Phase I projects discussed in the Master Site Plan that are to be located in unincorporated Pierce County are consistent with and allowed within this zoning designation. Pierce County shall consider the adoption of the Master Site Plan as part of its Comprehensive Plan and shall consider any necessary amendments to its Plan to incorporate the provisions of this Agreement, during its next regular Comprehensive Plan amendment cycle, but no later than two years after the date of execution of this Agreement. As required by RCW 36.70A.120, Pierce County

200006090050  
200006190481

will insure that its zoning and other development regulations remain consistent with and facilitate the implementation of the Master Site Plan, as part of its Comprehensive Plan.

5. Presently, University Place and Pierce County require a public facility permit for some of the uses proposed by the Master Site Plan. The central purposes of public facility permit reviews are to insure compatibility with nearby uses, to avoid adversely affecting the established character of the surrounding vicinity, to avoid or mitigate any hazardous conditions at the site, to insure the mitigation of all significant adverse environmental impacts, to insure the provision of adequate public facilities and services, and to serve the public health, safety and welfare. Each of these central purposes has been considered and served through the process leading to the adoption of the Master Site Plan. Further, the Final EIS concluded that with the mitigation measures incorporated into the Master Site Plan, none of the alternatives upon which the Preferred Alternative was based, discussed in the Master Site Plan would cause any significant, unavoidable adverse environmental impacts.

Based on the foregoing, it is agreed that once the design guidelines are adopted and implemented as outlined in subsection B below, requiring a public facility permit for projects which have already undergone such a detailed review would create the type of duplicative review process condemned by RCW 36.70B.010. Therefore, University Place and Pierce County, with their approval of this Agreement, acknowledge that the provisions of this Agreement supersede their respective zoning ordinances and allow the uses and activities described in the Master Site Plan on the Chambers Creek Properties to occur without the requirement to obtain a public facility or other land use permit (e.g., non-conforming use permit, conditional use permits, unclassified use permits or special use permits). A listing of pending and active permits associated with the Chambers Creek Properties are listed in Exhibit "C". Lakewood is not required to adopt a similar amendment concurrently with the adoption of this Agreement as it does not (as of the date of this Agreement) require any zoning or land use permits for the Master Site Plan activities planned for construction within Lakewood.

6. As a necessary precaution against any inadvertent oversight, Pierce County, Lakewood and University Place shall review and then consider any necessary

200006090050  
200006190481

amendments to their respective zoning and development regulations to incorporate the provisions of this Agreement, during their next regular Code amendment cycle, but no later than two years after the date of execution of this Agreement. As required by RCW 36.70A.120, University Place, Lakewood and Pierce County will insure that their respective zoning and other development regulations remain consistent with and facilitate the implementation of the Master Site Plan, as part of their respective comprehensive Plans.

7. Further, nothing herein is meant to frustrate or prohibit the mandate to apply for certain permits or to comply with review requirements that are unforeseen at this time, but are imposed by a subsequent federal, state, or local regulation, such as the Endangered Species Act (ESA).

B. Design and Development Standards.

1. The Master Site Plan calls for the inclusion of specific design and development standards (Design Guidelines) for the Chambers Creek Properties. As of the date of this agreement the County has executed a personal services agreement with a contractor to develop Design Guidelines in conjunction with the development of the Environmental Services Building in Area 5. The estimated time of completion of the Guidelines is mid to late 2000 which means that the specific standards are not yet ready for inclusion in this Agreement.

The parties acknowledge that the public has expressed significant support for the construction of the four Phase I projects. To enable these projects to proceed immediately, the parties agree that on the basis of the Master Site Plan and the Final EIS, Phase I projects will apply the design and development standards of the jurisdiction within which the specific project is located.

Further, the parties acknowledge that the Environmental Services Building is important to Pierce County operations and will promote the overall improvements for Area 5. Therefore, the County may commence construction of the Environmental Services Building, provided that at the time construction starts, the final draft Design Guidelines have been presented to the legislative body of all the parties. Construction of the Environmental Services Building is currently scheduled to commence by November, 2000.

2000061904  
200006090050

ORIGINAL

2. The parties acknowledge that when the specific Design Guidelines are developed for the Master Site Plan and formally adopted by the legislative bodies of the County and the Cities, those standards will automatically be incorporated into this Agreement, will replace the design and development standards of the individual jurisdictions, and will be applied to all subsequent Master Site Plan projects.

C. Cities and County Coordination of Permit Review Procedures. The County and the Cities shall review all building and related permits and land use related applications and permits associated with the Phase I projects of the Master Site Plan and render decisions on the applications in accordance with this Agreement and applicable law in a timely and predictable basis consistent with the following provisions.

1. Designation of SEPA Lead Review Agency. For the Phase I projects, the jurisdictions within which each of the projects is located will act as the lead agency for projects within its respective jurisdiction.

For purposes of this agreement, the term "building and related permits" shall include those permits which are ancillary and essential for completion of a building. The types of building-related permits that are included in this grant of authority include, but are not limited to: mechanical and plumbing permits; occupancy permits, including tenant occupancy permits; and fire system/fire sprinkler permits.

2. Permit Review Coordination. For the Phase I projects, the jurisdictions within which each of the projects is located will be responsible for coordinating and receiving review comments from the other parties. All parties shall be responsible for reviewing applications and providing comments in a timely manner as set forth in applicable City Code and/or state law. After adoption and implementation of the Design Guidelines, University Place will serve as the single point of application for all building and related permits and associated SEPA documents, regardless of which party or parties have underlying jurisdictional responsibility

For those applications requiring review and approval of a hearing examiner such as shoreline permits, or in those instances where a decision of the City is appealed

200006190  
20000609005

to a hearing examiner, the City of University Place Hearing Examiner shall preside over the hearing. If the application involves property that is within the jurisdiction of more than one party to this Agreement, one joint hearing will be held with a single examiner presiding. The parties involved shall mutually agree upon said hearing examiner. A single hearing examiner hearing will also promote the elimination of duplicative review process which is prohibited by RCW 36.70B.010.

3. Application and Processing Fees. Building and related permit fees paid by the County to University Place shall be charged based on the permit fee schedule in effect at the time of application in the jurisdiction within which the proposal is located.

Any direct publication and/or notice costs associated with the processing of applications and/or documents shall be borne by the County. If the proposed structure or improvement lies within one or more jurisdiction, the parties will mutually agree as to how the fee will be apportioned between the jurisdictions.

D. SEPA Compliance and Identifying Mitigation Measures For purposes of the analysis and review conducted pursuant to SEPA, the County and the Cities will continue to act as joint co-lead agencies for purposes of determining SEPA compliance and mitigation for Master Site Plan projects, except as noted elsewhere in this Agreement. University Place will continue to be responsible for coordinating SEPA review with the County, Lakewood and any other appropriate agency or entity for the issuance of threshold determinations and conducting subsequent environmental review. University Place will also be responsible for ensuring compliance with the environmental review notification procedures as set forth in state statute and city code. The County will be responsible for the direct publication and/or notice costs associated with SEPA review.

The County may proceed with the application for any building or related construction permits for the development of the four Phase I projects identified in the Master Site Plan. Because the Final EIS included project-level review of these four Phase I projects, no additional environmental review for these projects is required. The County will be responsible for any direct publication and/or mailing costs associated with the processing of the applications for any building or related construction permits. It is not the intent of this provision to eliminate the need for certain permits such as Shoreline, Hydraulic Project Approval, Clean Water Act Section 404 permit, or

200006090050  
20000619048

variance to bulk and height requirements, but it is the intent of this provision and this Agreement to focus on the effective and efficient processing of permits related to the implementation of the Master Site Plan. The parties further acknowledge that SEPA review may be required for non-Phase I projects.

Pursuant to the FEIS, further environmental review based on specific design may take place prior to future phases of the Master Site Plan. This could take several forms, including (1) re-adoption of the April, 1997 FEIS with an addendum covering specific-site design; (2) a supplemental EIS, or; (3) an environmental checklist.

All conditions imposed on the County by the applicable City shall be consistent with Federal and State constitutional law that requires the City to meet both the nexus/reasonable and rough proportionality tests articulated in case law when the City imposes conditions on the issuance of a permit to the County. In the event one or both of the cities request that additional facilities or mitigation measures be constructed, which are over and above those required by City codes or State or Federal law to address a particular project impact, the City requesting the added improvements agrees to pay for the added capital costs in accordance with an interlocal agreement for the specific project.

E. Vesting of Permits and Other Approvals and Mitigation Requirements. All development within the Master Site Plan shall be governed by the Design Guidelines that will be subsequently incorporated into this Agreement as described in subsection B(4). Unless otherwise specifically noted in this Agreement, the Master Site Plan does not intend to replace any prior non-master site plan permits and authorities previously applied for by the County or granted to the County on the Chambers Creek Properties. Examples of prior permits and authorities previously granted include, but are not limited to, public facilities permits, unclassified use permits, conditional use permits, shoreline use permits, and building permits. A listing of the pending and active permits associated with the Chambers Creek Properties are listed in Exhibit "C". Pierce County will maintain this list and provide updates to all parties annually. The annual updates shall automatically replace Exhibit "C". Further, nothing herein is meant to frustrate or prohibit the mandate to apply for certain permits or to comply with review requirements that are unforeseen at this time, but are imposed by a subsequent federal, state, or local regulation, such as the Endangered Species Act (ESA).

F. Design of Phase I Projects - Flexibility of Project Elements. The parties recognize the need and benefit of continued public participation in the development of the design

20000619048  
200006090059

of the Phase I projects. The parties have agreed that, to the extent possible, the County should utilize a workshop style method for the development of the design of Phase I projects. The workshop method is similar to the public involvement method used in the development of the Master Site Plan. The design process will utilize input from the Resource Team and Citizens Committee originally formed under the Master Site Plan process, and the general public.

In the development of individual project design, the actual written text of the two-volume Master Site Plan document and the associated three volume Final EIS shall take precedence over the Plan's conceptual drawings and other graphics which are included for illustrative purposes only.

G. Funding of Improvements. Construction of the various improvements described within the Master Site Plan will occur as funding, mining and reclamation activities, and on-going County operations allow. It is the County's intention to seek funding for the implementation of the Master Site Plan and make best efforts to explore, possible funding mechanisms including traditional tax and fee based funding sources, gifts, grants, endowments, and joint funding with the cities and/or other parties.

The County agrees to support joint grant applications by University Place and/or Lakewood which, in the County's judgment, are consistent with and further the goals and projects contained in the Master Site Plan. The County agrees to consider providing, but does not obligate itself by virtue of this Agreement, matching funding or other financial assistance for such grants.

H. Joint Funding Applications. Similarly, the Cities agree to support joint grant applications by the County which, in the opinion of all the parties, are consistent with and further the goals and projects contained in the Master Site Plan. The Cities agree to consider providing, but do not obligate themselves by virtue of this Agreement, matching funding or other financial assistance for such grants.

During its next regular comprehensive plan amendment cycle following the adoption of this Agreement, but no later than two years after the date of execution of this Agreement, and periodically thereafter, the County agrees to amend the Capital Facilities Plan element of its Comprehensive Plan to incorporate those Master Site Plan projects anticipated to be funded and undertaken during the next six (6) years. To the extent that funding sources are identified, the County will amend the Capital Facilities Plan for other Master Site Plan projects as they are subsequently identified.

ORIGINAL

2000061904  
200006090051

SECTION 7. INCORPORATION OF ADDITIONAL PROPERTIES. As there is an ongoing effort by the County to acquire additional properties contiguous to (e.g., touching, being in contact) the Chambers Creek Properties, the total acreage included in the Master Site Plan may increase as a result. The parties agree that upon formal notice by the County, this Agreement will incorporate additional properties subsequently acquired by the County. The County shall notify the Cities of the inclusion of additional properties in the Master Site Plan in writing and include in said notice the location, legal description, and projected uses (if known) of the added properties. Either City can agree to the addition of said properties or request a formal amendment to this Agreement to add the property to the Master Site Plan.

The Bristonwood property, identified as Area 4, is not included in, nor subject to this Agreement as that property was purchased by the City of University Place in December, 1998 for use as a city public works facility as provided in the Master Site Plan. During the next amendment process for the Master Site Plan, the County will process an amendment to delete area 4 from the Master Site Plan (Ordinance No. 97-71S). The sale of the Bristonwood property had a corresponding effect on the County by requiring the County to construct an Environmental Services Administrative Building in Area 5 of the Chambers Creek Properties sooner than was anticipated. This new facility, will house employees formerly housed at the Bristonwood property with other employees of Public Works and Utilities – Environmental Services Division.

SECTION 8. SEPARATE AGREEMENTS FOR SPECIFIC PROJECTS. Nothing herein will prevent the parties from entering into separate agreements relating to specific Phase I projects or other projects proposed by the City that will affect the Chambers Creek Properties such as the City of University Place's Grandview Street Improvements Phase III.

SECTION 9. EXEMPTIONS. The County and Cities acknowledge, and accept that non-Master Site Plan activities will continue to occur on the Chambers Creek Properties. These activities may require modification of existing permits and approvals, and/or issuance of new permits and approvals and are specifically excluded from coverage in this Agreement. Current non-Master Site Plan activities include gravel mining and mine reclamation, wastewater collection and treatment operations, road maintenance activities, transportation services, other on-going County operations, and other accessory County uses.

SECTION 10. GENERAL PROVISIONS:

ORIGINAL  
20000619048  
200006090050

A. Designation of Liaisons. The County will identify specific liaisons for day-to-day activities related to providing the activities described herein. Each city will identify a liaison or liaisons for the same purposes.

B. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington with venue being in Pierce County.

C. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each City and the County. Neither the County nor Cities shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other parties.

D. Recording. Copies of this Agreement, together with the resolution and/or ordinance of the each party's legislative body approving and ratifying this Agreement, shall be filed with the Lakewood City Clerk, University Place City Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by all parties.

E. Severability. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's and the Cities' authority to enter into such agreements, and this Agreement shall be construed to reserve to the County and the Cities only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. The parties acknowledge the County and Cities have police powers, contracting authority and other powers granted by the Washington State Constitution and by general law, including, without limitation, home rule charter authority, authority to enter into interlocal agreements, statutory enabling legislation and authority to adopt development regulations as a part of its powers.

If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law.

F. Authority. The County and the Cities each represent and warrant that it has the respective power and authority, and is duly authorized, to execute, deliver and perform its obligations under this Agreement.

ORIGINAL  
200006090050  
20000619048

G. Term, Periodic Review and Amendment. The implementation of the Master Site Plan is anticipated to occur steadily over the next fifty (50) years following the execution of this Agreement. The Master Site Plan document establishes a series of ten (10) year phases or increments for the development and construction of the uses described in the Master Site Plan. The initial term of this Agreement will expire on December 31, 2008, coinciding with the ending of Phase I of the Master Site Plan. Before the end of the first term of this Agreement and prior to renewal, the parties will evaluate the progress and effectiveness of the Agreement.

The Master Site Plan indicates that “projects are expected to be developed in 10 year phasing increments, with implementation planning for subsequent phases to begin around the 7<sup>th</sup> year into each 10 year period”. The County will present the priority projects to the Cities as an amendment to this Agreement. The County may proceed with the implementation of any project identified in the Master Site Plan, based on staff time, available financing, available resources, and other factors. However, emphasis will be placed on the priority projects identified for the following phase.

Following the initial term of this Agreement, the Agreement may be automatically extended for another four terms of ten (10) years each unless otherwise terminated pursuant to the termination provisions contained herein. This Agreement shall not be modified or amended without the express written approval of the legislative bodies of the County and the Cities. In the event all three (3) parties do not agree to such modifications, then such modifications will not apply to the Chambers Creek Properties.

H. Termination. The parties acknowledge that there may be a change in circumstances such that one of the parties may need to terminate its participation in this Agreement. Any party may terminate this Agreement in whole or in part whenever it determines that such termination is in its best interests. Should any party elect to terminate, it shall provide written notice to the other parties no less than 60 calendar days prior to the date the termination shall become effective. In the event of termination, the ability to zone and otherwise regulate the Chambers Creek Properties will revert to the respective jurisdictions within which the properties are located. In the event of termination, Pierce County is not obligated to pursue any of the uses identified in the Master Site Plan which are not yet developed. Termination of this Agreement will not affect ownership of the properties. In the event of termination, each party agrees to support any efforts designed to continue public access to those County projects that have been constructed on the Chambers Creek Properties.

ORIGINAL

200006190  
200006090050

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

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

K. Dispute Resolution. Unless otherwise specified, disputes regarding any matter contained herein shall be referred to the City Manager(s) and the County Executive for mediation and/or settlement. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved by and between the City Manager(s) and County Executive, shall be submitted to arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW. The County will appoint one arbitrator and the Cities will jointly appoint one arbitrator, and these two arbitrators will jointly appoint a third arbitrator. The decision rendered by the arbitrators may be entered in Pierce County Superior Court. The cost of arbitrating the dispute will be borne equally by all parties. Nothing in this Agreement shall preclude the use of a mediator to resolve disputes should the parties agree to utilize the services of a mediator.

L. Indemnification and Defense. The County shall defend, indemnify and save harmless the cities, their officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this Agreement. In executing this agreement, the County does not assume liability or responsibility for or in any way release either City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such city ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the enacting city or cities shall defend the same at its sole expense and if judgment is entered or damages are awarded against an individual city, the County, or all three, the city or cities shall satisfy the same, including all chargeable costs and attorney's service charges.

The cities shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the city, its officers, employees or agents associated with this Agreement. In

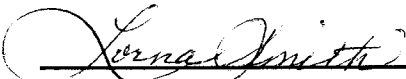
20000619048  
200006090050


executing this Agreement, the cities do not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are awarded against the County, an individual city, or all three, the County shall satisfy the same, including all chargeable costs and attorney's service charges.

M. Waiver. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement. If any party violates any provision or obligation of this Agreement, the other party (ies) may seek legal and equitable relief including specific performance and damages.

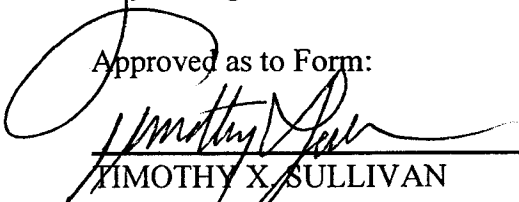
EXECUTED this 8<sup>th</sup> day of JUNE, ~~1999~~ 2000

**CITY OF UNIVERSITY PLACE**

  
\_\_\_\_\_  
LORNA SMITH  
Mayor

  
\_\_\_\_\_  
ROBERT W. JEAN  
City Manager

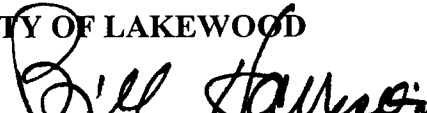
Approved as to Form:

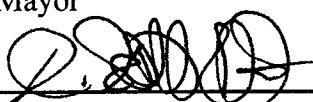
  
\_\_\_\_\_  
TIMOTHY X. SULLIVAN  
City Attorney

ATTEST:

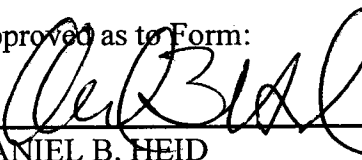
  
\_\_\_\_\_  
SUSAN MATTHEW, CMC  
City Clerk

**CITY OF LAKEWOOD**

  
\_\_\_\_\_  
WILLIAM HARRISON  
Mayor

  
\_\_\_\_\_  
D. SCOTT ROHLFS  
City Manager

Approved as to Form:

  
\_\_\_\_\_  
DANIEL B. HEID  
City Attorney

ATTEST:

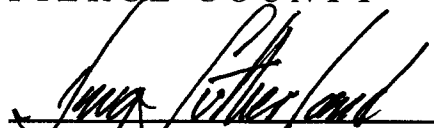
  
\_\_\_\_\_  
ALICE M. BUSH, CMC 4-5-00  
City Clerk

ORIGINAL

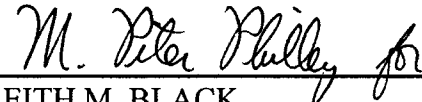
20000609005

20000619048

PIERCE COUNTY

  
\_\_\_\_\_  
DOUG SUTHERLAND  
Pierce County Executive

Approved as to Form:

  
\_\_\_\_\_  
KEITH M. BLACK  
Chief Civil Deputy Prosecuting Attorney

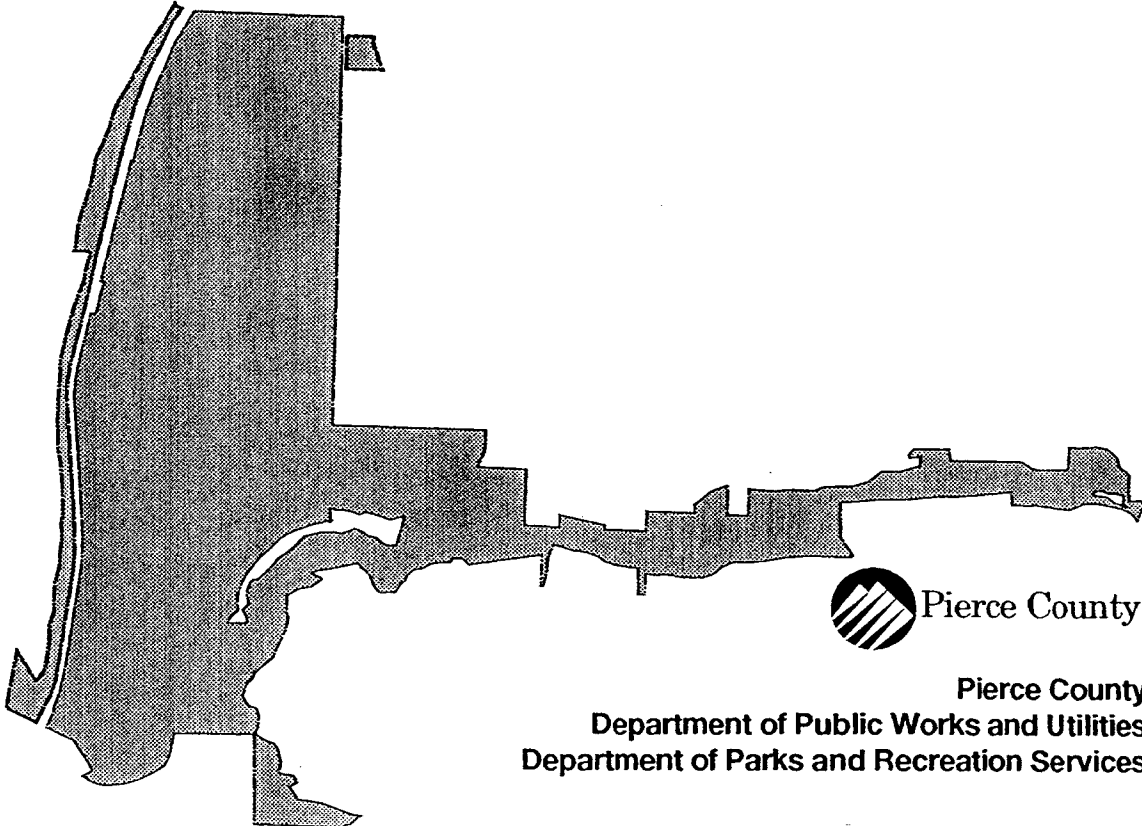
ORIGINAL

200006090050  
200006190481

EXHIBIT "B"

*Chambers Creek Properties Master Site Plan Final Environmental Impact Statement, Volumes I, II and III issued April 11, 1997.*

**Chambers Creek Properties Master Site Plan  
Final Environmental Impact Statement  
Volume I**

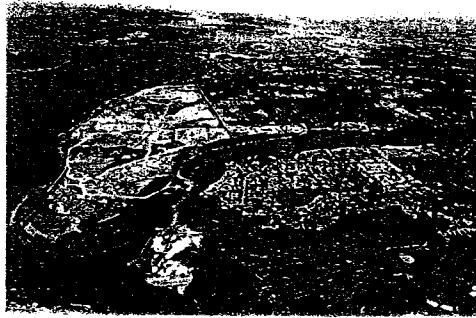


April 1997

200006090050  
200006190481

EXHIBIT "A"

*Chambers Creek Properties Master Site Plan* Volumes I and II, dated May, 1997, adopted by the Pierce County Council under Ordinance No. 97-71S on August 19, 1997.



Chambers Creek Properties  
Master Site Plan  
Volumes I and II



*PIERCE COUNTY*

*MAY, 1997*

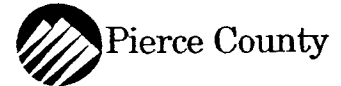
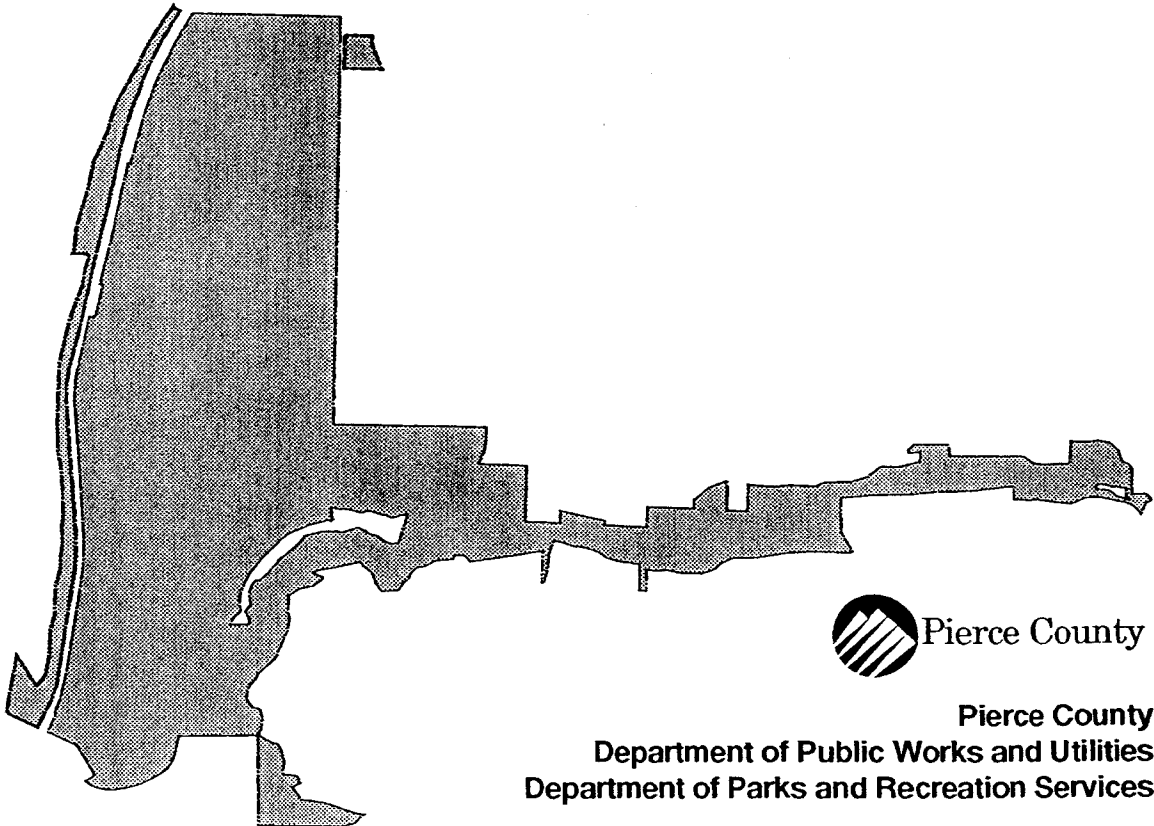
r e c l a i m i n g   o u r   r e s o u r c e s

2000060900  
20000619048

EXHIBIT "B"

*Chambers Creek Properties Master Site Plan Final Environmental Impact Statement, Volumes I, II and III issued April 11, 1997.*

**Chambers Creek Properties Master Site Plan  
Final Environmental Impact Statement  
Volume II — Revisions to Appendices, and  
Volume III-Written and Verbal Response to Comments**



**Pierce County  
Department of Public Works and Utilities  
Department of Parks and Recreation Services**



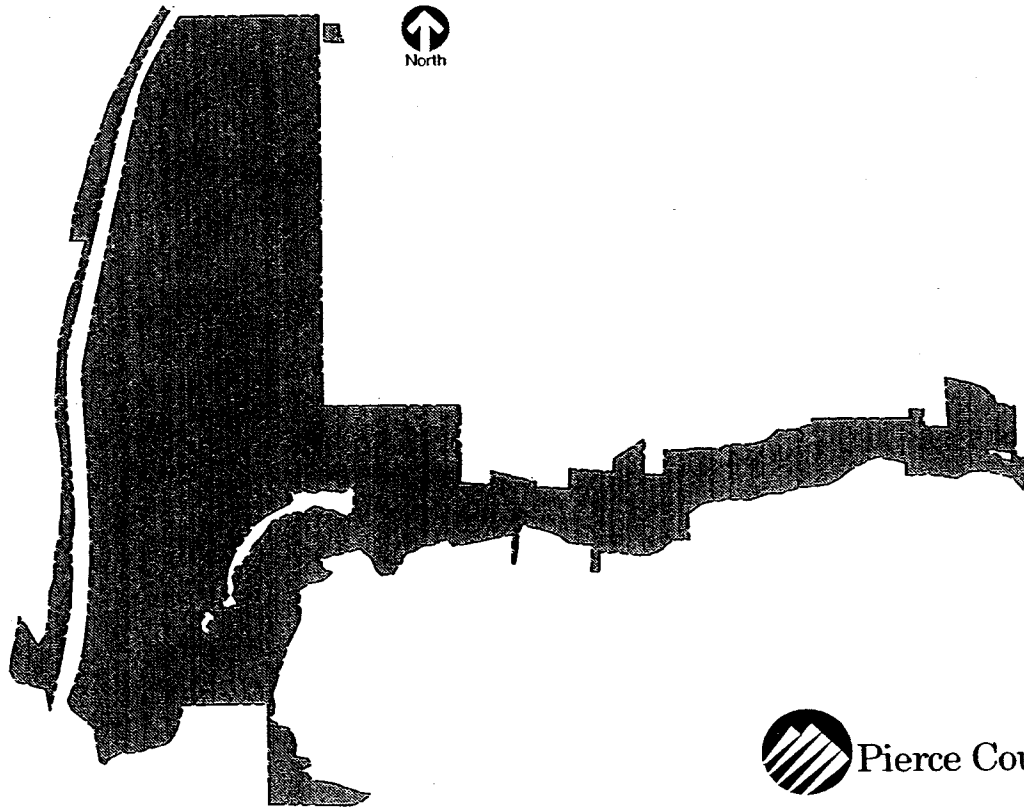
April 1997

20000619048  
200006090050

EXHIBIT "B"

*Chambers Creek Properties Master Site Plan Final Environmental Impact Statement, Volumes I, II and III issued April 11, 1997.*

**Chambers Creek Properties Master Site Plan  
Draft Environmental Impact Statement  
Volume II — Appendices**



Pierce County

Pierce County  
Department of Public Works and Utilities  
Department of Parks and Recreation Services

November 5, 1996

200006090050  
20000619048

EXHIBIT "C"

MASTER SITE PLAN AREA	PERMIT <sup>a</sup>	STATUS/COMMENTS <sup>b</sup>
<p>AREA 1 – North Area: Public Recreation Area</p>	<p>City of University Place – Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (includes gravel mining under Washington State DNR Permits and Shoreline Development Permit, SD24-85, and Soils Manufacturing Facility, CP25-94)</p>	<ul style="list-style-type: none"> <li>• Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>• Modification of DNR mining permit may be needed to permit construction of tunnel to access dock (depending on timing).</li> <li>• Construction of tunnel and modification of existing dock as a public access pier are Master Site Plan projects, no PFP required, but will require shoreline permits.</li> <li>• Permit for Soil Manufacturing Facility has expired. A new permit will need to be obtained.</li> </ul>
<p>AREA 2 – Wastewater Treatment Plant<sup>c</sup></p>	<p>Pierce County: PFP 2-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) – Gravel Mine (see description above)</p> <p>City of University Place: – Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Plant Site (includes UP2-88, Major and Minor Amendments to UP2-88, shoreline development permits for existing pipelines and marine outfall, and proposed pipeline crossing for NW Landing Sewer Project, SD28-95 &amp; SD29-95).</p> <p>Pierce County: PFP 1-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) – Plant Site (see description above)</p> <p>City of University Place: – Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (see permit description found under Area 1)</p> <p>Pierce County: PFP 2-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) – Gravel Mine (see permit description found under Area 1)</p>	<p>Approved</p> <ul style="list-style-type: none"> <li>• A request to withdraw SD28-95 &amp; SD29-95 will be prepared and submitted following adoption of the JPA (housekeeping measure).</li> </ul> <p>Approved</p> <ul style="list-style-type: none"> <li>• Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>• Redesign of the Soil Manufacturing Facility proposal may require approval/modification of the existing PFP/CP by the Hearing Examiner.</li> </ul> <p>Approved</p>

<sup>a</sup> See applicable permit files at the City of University Place, or at Pierce County Planning and Land Services for a complete documentation of historic permits included within each public facilities permit and pending application.

<sup>b</sup> After adoption of Joint Procedural Agreement (JPA) and "Design Guidelines", Public Facilities Permits will no longer be necessary for Master Site Plan projects. Public Facilities Permits and other land use permit requirements are still applicable to non-Master Site Plan projects. Certain federal and state permits may still be required for projects in either classification.

<sup>c</sup> In general, wastewater treatment plant projects and related permits within Area 2 are considered as non-Master Site Plan activities, as noted in the Joint Procedural Agreement. Examples of Master Site Plan activities within Area 2 include the Production Nursery and Soils Manufacturing Facility (depending on class of biosolids utilized)

20000619048  
200006090050

EXHIBIT "C"

MASTER SITE PLAN AREA	PERMIT	STATUS/COMMENTS <sup>b</sup>
<p>AREA 3 – Grandview/64<sup>th</sup> Street Trail and Buffer</p>	<p>City of University Place— Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (see permit description found under Area 1)</p>	<ul style="list-style-type: none"> <li>Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>Modification of DNR mining permit needed to allow reduction of mandatory buffer area by construction of City's Grandview Drive improvements.</li> <li>Construction of trail segments are Master Site Plan projects, no PFP required.</li> </ul> <p>Approved</p>
<p>AREA 4 – SWM Shop: Administration/ Maintenance Facilities</p>	<p>Pierce County: PFP 2-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) – Gravel Mine (see permit description found under Area 1)</p> <p>City of University Place: Public Facilities Permit 98-0002 for SWM Offices (includes UP11-65 and Minor Amendment), and Pierce County: PFP 6-95, SWM Offices</p>	<p>Not Applicable</p> <ul style="list-style-type: none"> <li>As noted in JPA, sale of property (Bristonwood Site) to the City of University Place removed Area 4 from applicability of the Master Site Plan, and transferred approved County PFP6-95 and pending application for City PFP. Area 4 will be formally eliminated from Master Site Plan during next amendment process, as provided in the JPA.</li> </ul>
<p>AREA 5 – Road Shop: Government Services/ Recreation/ Commercial Offices</p>	<p>City of University Place: – Existing permit recognized for Road Shop (includes NP14-94 and Minor Amendment)</p> <p>Pierce County: PFP 3-95 Road Shop (see description above)</p> <p>City of University Place— Existing permit recognized – Gravel Mine and Bus Barn (includes Washington State DNR Mining permits)</p> <p>Pierce County: PFP 4-95 Gravel Mine and Bus Barn (see description above)</p>	<ul style="list-style-type: none"> <li>Original NP time limit has expired, any additional non-Master Site Plan activity proposed may require approval/modification of the existing PFP/NP by the Hearing Examiner.</li> </ul> <p>Approved</p> <ul style="list-style-type: none"> <li>Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>Modification of DNR mining permit may be needed to permit construction of new administrative office building (depending on timing).</li> <li>Construction of new administrative office building is a Master Site Plan project, no PFP required.</li> </ul> <p>Approved</p>

20000609005  
20000619048

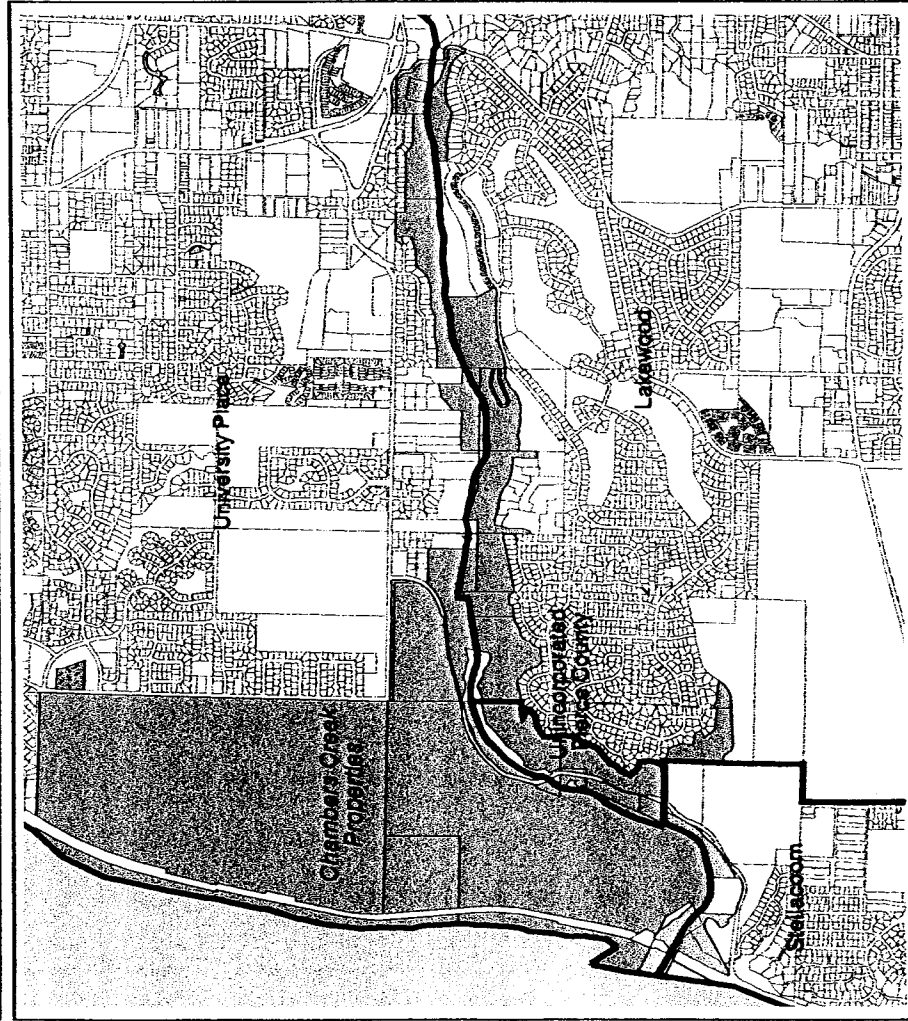
EXHIBIT "C"

Pending and Active Permits Associated with the Chambers Creek Properties (January 2000)		STATUS/COMMENTS <sup>b</sup>
MASTER SITE PLAN AREA	PERMIT <sup>a</sup>	
AREA 6 – South Area: Open Space/Boat Launches	<p><i>City of University Place:</i> – Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (see permit description found under Area 1)</p> <p><i>Pierce County:</i> PFP 2-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) – Gravel Mine (see permit description found under Area 1)</p> <p><i>City of University Place:</i> The City recognizes the Canyon Park as part of the Master Plan . The JPA will serve as the City's approval. Those portions of the Canyon which are covered by approved County PFP1-95, PFP2-95, and PFP4-95 (see detail in prior Area descriptions above) are recognized by the City.</p>	<ul style="list-style-type: none"> <li>Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>Construction of boat launch is a Master Site Plan project, no PFP required, but will require a shoreline permit.</li> </ul> <p>Approved</p>
AREA 7 – Chambers Creek Canyon Park	<p><i>Pierce County:</i> PFP 5-95 – Chambers Creek Canyon Park (includes UP 10-65 and shoreline development permits SD18-94 and SD58-94)</p> <p><i>City of University Place:</i> – Existing permit recognized for Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (see permit description found under Area 1)</p>	<ul style="list-style-type: none"> <li>Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>Modification of DNR mining permit needed to permit construction of some Canyon Park improvements (depending on timing).</li> <li>A request to withdraw SD18-94, SD58-94, SD28-95 and SD29-95 will be prepared and submitted following adoption of the JPA (housekeeping measure).</li> <li>Area 7 includes portions of property currently covered by approved County PFP1-95, PFP2-95, and PFP4-95. Adoption of JPA will allow Area 7 - Chambers Creek Canyon Park to be developed as a Master Site Plan project not subject to PFP. Shoreline permits may be required for specific projects.</li> </ul> <p>Approved</p>
AREA 8 – Beach and Public Pier (via tunnel)	<p><i>Pierce County:</i> PFP 2-95, Chambers Creek Regional Wastewater Treatment Plant (WWTP) - Gravel Mine (see permit description found under Area 1)</p>	<ul style="list-style-type: none"> <li>Modification of DNR mining permits to allow implementation of the Master Site Plan will be prepared and submitted following the adoption of the JPA.</li> <li>Modification of DNR mining permit may be needed to permit construction of tunnel (depending on timing).</li> <li>Construction of tunnel and modification of existing dock as a public access pier are Master Site Plan projects, no PFP required, but will require shoreline permits.</li> </ul> <p>Approved</p>



2000061904  
20000609005

ORIGINAL

**EXHIBIT D  
JURISDICTIONAL BOUNDARIES AND OWNERSHIP**



**MAP LEGEND**

-  Chambers Creek Properties
-  Chambers Creek Properties Sold to C/O University Place

Scale 1:26666



Public Works and Utilities  
Environmental Services Division

February, 2000



20000619048

20000609005

1 FILE NO. 462

PROPOSAL NO. R2000-46

2 Sponsored by: Councilmember O'Malley

3 Requested by: County Executive/Department of Public Works & Utilities

4

5 RESOLUTION NO. R2000-46

6 A RESOLUTION OF THE PIERCE COUNTY COUNCIL AUTHORIZING THE PIERCE COUNTY  
7 EXECUTIVE TO EXECUTE THE "JOINT PROCEDURAL AGREEMENT  
8 BETWEEN PIERCE COUNTY, THE CITY OF UNIVERSITY PLACE, AND  
9 THE CITY OF LAKEWOOD REGARDING THE CHAMBERS CREEK  
10 PROPERTIES AND THE CHAMBERS CREEK PROPERTIES MASTER SITE  
11 PLAN".

12

13 WHEREAS, Pierce County owns approximately 928 acres of land in the  
14 vicinity of Chambers Creek, collectively known as the "Chambers Creek  
15 Properties"; and

16

17 WHEREAS, Portions of the Chambers Creek Properties are located  
18 within the City of Lakewood, within the City of University Place, and  
19 within unincorporated Pierce County; and

20

21 WHEREAS, The County Council passed Ordinance No. 97-71S on August  
22 19, 1997, which adopted the "Chambers Creek Properties Master Site  
23 Plan" (Master Site Plan); and

24

25

2000061904  
200006090050





1 of University Place, and the City of Lakewood regarding the Chambers  
2 Creek Properties and the *Chambers Creek Properties Master Site Plan*,  
3 dated October 28, 1999, attached to this Resolution as Exhibit "A" and  
4 incorporated by reference.

5  
6 Section 2. Upon execution of the Joint Procedural Agreement, the  
7 County Executive will transmit a copy of the agreement to the Clerk of  
8 the County Council, and to the City Clerks of Lakewood and University  
9 Place. The Joint Procedural Agreement will also be recorded with the  
10 County Auditor and Secretary of State in accordance with statute.

11  
12 ADOPTED this 6<sup>th</sup> day of June, 2000.

13  
14 ATTEST: PIERCE COUNTY COUNCIL  
15 PIERCE COUNTY, Washington  
16 *Terri Remington* *Michael A. ...*  
17 Clerk of the Council Council Chair

18 Approved As To Form Only:  
19 *M. Peter ...*  
20 Deputy Prosecuting Attorney

25  
2000061904  
20000609005