

AMENDED FIRE MITIGATION AGREEMENT

This Amended Fire Mitigation Agreement is made between NASH Cascadia Verde LLC, a limited liability company (NASH) and Pierce County Fire Protection District No. 22, otherwise known as East Pierce Fire and Rescue, a fire district organized under the laws of the State of Washington (EPFR).

RECITALS

A. NASH is the owner of real property consisting of approximately 4,756 acres, depicted on Exhibit A and legally described on Exhibit A-1, and referred to here as the Tehaleh Site. NASH is developing the Tehaleh Site as an employment based planned community known as Tehaleh.

B. EPFR is a Fire District providing service to an area comprised of approximately 153 square miles, and encompassing the Tehaleh site.

C. NASH is the successor to Cascadia Development Corporation (CDC), which previously owned the Tehaleh Site. CDC obtained County and other approvals for an employment-based planned community then known as Cascadia on the site. On April 13, 1999, CDC entered into a mitigation agreement (Original Mitigation Agreement) with Pierce County Fire Protection District No. 24, a fire district that then encompassed the Tehaleh Site, to address the impacts of Phase 1 of Cascadia. Since that time, District No. 24 has merged with other districts and otherwise expanded to become EPFR.

D. EPFR and NASH are the parties now bound by the Original Mitigation Agreement and have the authority to make this Amendment.

E. NASH has submitted an application for a Major Amendment to the original Tehaleh approval that would make revisions to approved land use plans and grant project level approval for the entire 4,756 acre Tehaleh Site (all phases). An element of the Major Amendment application is the preparation and publication of a Supplemental Environmental Impact Statement (SEIS). The SEIS is currently examining 5 different alternatives. NASH's preferred alternative would permit a total of 9,700 residential units and up to 3 million square feet of commercial, industrial and civic uses on the Tehaleh Site (the Maximum Project Development).

F. For various reasons, both EPFR and NASH agree that the Original Mitigation Agreement is not satisfactory to either party. The Tehaleh project and EPFR have changed since 1999, and both NASH and EPFR have a greater understanding of both the potential impacts of Tehaleh and the manner in which the Original Mitigation Agreement would have operated to the benefit and detriment of the parties.

G. The Major Amendment prompted further discussions, and the parties have worked collaboratively with BERK Consulting to obtain an objective assessment of project impacts and benefits. As a result of the new information and a long series of meetings and

negotiations, NASH and EPFR have been able to discuss the issues based upon the same objective facts. The parties have reached agreement on the terms of this Amended Mitigation Agreement, which will completely replace the Original Mitigation Agreement and apply to the entire Tehaleh project.

H. In light of this background, the parties agree as follows:

1. **Amended Mitigation Agreement.** This Amended Mitigation Agreement shall constitute a complete mitigation agreement covering the development of the entire Tehaleh Site so long as that development does not exceed the Maximum Project Development. Upon its execution by both parties, the Amended Mitigation Agreement shall completely replace and supplant the Original Mitigation Agreement. EPFR accepts the mitigation described in this Amended Mitigation Agreement to completely satisfy any obligation by NASH or successive owners as to EPFR impacts resulting from the Maximum Project Development on the Tehaleh Site. EPFR agrees that it will not, either directly or indirectly, appeal, challenge, oppose, or request additional conditions on the development of the Tehaleh Site throughout the life of the Tehaleh project so long as it does not exceed the Maximum Project Development.

2. **Mitigation Fee.** NASH shall pay a voluntary fire mitigation fee to EPFR for buildings actually constructed on the Tehaleh Site as follows:

A. **Residential.** NASH shall pay a voluntary fire mitigation fee to EPFR in the amount of \$350 for each dwelling unit in a single family, two-family or multi-family configuration on the entire Tehaleh Site. The terms "dwelling unit," "single family," "two-family," and "multi-family" are as defined in the present Pierce County zoning code, and copies of those definitions are set forth in Exhibit B to this Agreement.

B. **Public and Community Buildings.** No fire mitigation fee shall be required for any building owned and operated by a governmental entity or by any association of Tehaleh property owners for community purposes.

C. **Other.** Except as set forth in A and B above, NASH shall pay a voluntary fire mitigation fee to EPFR for all other uses on those portions of the Tehaleh Site other than Phase 1, at the rate of \$0.20 per square foot of leasable area in a building. This includes commercial, office, industrial, retail, and other uses. No payment is required for buildings in Phase 1 other than single family residences. The development in "Phase 1" under this agreement is the development described on the "Tehaleh Phase 1 Land Use Table - Exhibit D" attached to this agreement as Exhibit D.

D. **New Buildings.** The mitigation fees under this agreement only apply to the initial construction of a building on a lot or parcel within the Tehaleh Site. No fee is required for modification, remodeling or replacement of buildings.

3. **Credits.** NASH has dedicated a 3.3 acre site to EPFR for the construction of Station No. 117 and has cleared and graded that site to EPFR's specifications. The agreed value of the land is \$330,000 and the agreed value of the clearing and grading work is \$175,000. That site will be conveyed in accordance with the Amended Dedication Agreement between NASH and East Pierce Fire and Rescue dated June 10, 2015 (the

Amended Dedication Agreement) attached as Exhibit C. In addition, CDC paid \$25,000 to EPFR's predecessor under the terms of the Original Mitigation Agreement. In light of these contributions, NASH has a credit in the amount of \$530,000 (\$330,000+\$175,000+\$25,000) against mitigation fees that would otherwise be due under this Agreement.

4. **Timing.** The timing of mitigation fee payments shall be as follows:

A. **Phase 1:** The Phase 1 mitigation payment is \$905,100 ($\$350 \times 2,586$ residential units = \$905,100). After applying the credits outlined above, the remaining mitigation payment due for Phase I is \$375,100 ($\$905,100 - \$530,000 = \$375,100$). That payment shall be made by NASH to EPFR within 90 days after the Phase 2 Major Amendment approval for Tehaleh becomes final. The approval will be deemed final when all periods for challenges to any aspect of the Phase 2 approval have expired without the commencement of an appeal.

B. **Balance of Payment:** The mitigation fees for each building outside Phase 1 shall be collected by NASH from homebuilders and others constructing buildings at Tehaleh and shall be paid quarterly by NASH to EPFR within 45 days after the end of each quarter. The payment amounts shall be based on building permits actually issued by Pierce County according to County records. For example, if 86 building permits were issued by the County for single family residences in the 1st quarter of 2020, NASH would pay EPFR \$30,100 by May 15, 2020.

5. **EPFR Obligations.** The primary purposes of this Agreement include fairly and proportionately allocating the cost of providing fire service and facilities. EPFR has determined that it can adequately serve the Tehaleh development through a combination of the voluntary mitigation payments described in this Amended Mitigation Agreement, and tax revenues derived by EPFR from the Tehaleh Site. In light of that, EPFR agrees:

A. EPFR will use the mitigation payments paid under this agreement for capital facilities that reasonably benefit the Tehaleh Site.

B. EPFR has accepted the analysis and recommendations in the BERK Consulting 2016 Long Term Service Analysis and agrees to incorporate that report as an amendment to its Capital Facilities Plan.

C. EPFR will construct stations consistent with its Capital Facilities Plan, so as to meet the level of service established throughout its urban service area;

D. The EPFR Capital Facilities Plan is a planning document that will change over time based on growth, community needs and expectations, economics and other factors. As the Plan evolves, EPFR will provide for capital facilities to serve the Tehaleh Site on the same basis as other urban areas within its service area.

E. EPFR will seek to recover comparable mitigation payments from other developments in its service area so that the costs of providing fire service are equitably shared by all new development in its service area.

6. **Dispute Resolution.** If there is any dispute relating to the interpretation or enforcement of this Agreement, the parties shall follow the process set forth below:

A. **Initial Steps.** If there is a dispute relating to this Agreement, the parties shall meet in order to resolve the dispute in good faith within 10 days after a party's written request identifying the dispute. Each party shall send a representative to the meeting with information related to the dispute. If the parties fail to resolve the dispute in the initial meeting, then they may, but shall not be obligated, agree to a schedule of additional meetings to resolve the dispute. If the dispute cannot in good faith be resolved in such meeting(s), either party shall have the right to require the dispute to be submitted to a professional mediation service. If mediation is commenced, each party shall participate in good faith and the party invoking the mediation shall be responsible for the costs of the mediator. The mediator shall be selected by agreement of the parties and in the absence of such agreement the mediator shall be Judicial Dispute Resolution LLC located in Seattle, Washington. Any mediation shall be conducted in Tacoma, Washington.

B. If either party invokes mediation under subsection A. above, no civil action with respect to that dispute may be commenced until after the completion of the initial mediation session or 45 days after the filing of the written request for mediation, whichever occurs first. If mediation is not invoked, then a civil action may be commenced at any time after the initial good faith meeting.

C. Venue for any civil action involving this agreement shall be in Pierce County Superior Court.

7. **Release.** Upon payment of the fire mitigation payments above, for a lot or parcel, the obligation under this agreement as to that lot or parcel shall be fulfilled. EPFR agrees, upon request, to provide a written document confirming the release of a lot or parcel.

8. **Entire Agreement.** This Mitigation Agreement and the Amended Dedication Agreement represent the complete and final expression of the parties' intentions and agreements on the matter. There are no other agreements except the Amended Dedication Agreement. This agreement and the Amended Dedication Agreement supersede and cancel any prior negotiations or communications between the parties with respect to the subject matter.

9. **Construction/Interpretation.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

10. **Assignments.** NASH may assign its rights and obligations under this agreement if (a) it sells all or substantially all of the Tehaleh Site, and such buyer fully assumes the obligations of NASH under this Agreement; or (b) it sells parcels within the Tehaleh Site for development by other parties and specifically assigns its rights and obligations under this Agreement to the buyer.

11. **Successors or Assigns.** If either party to this agreement ceases to exist by reason of merger, consolidation, dissolution or any other corporate change of form, and if there is a successor corporation or entity surviving the change of form or otherwise to which

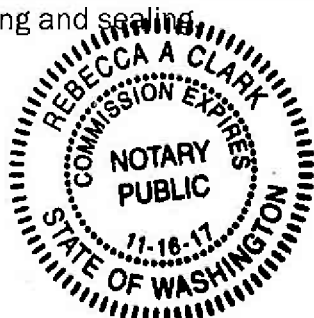
the duties of any contracting party are assignable, then the terms and provisions of this Agreement are deemed to apply to that successor or assigns, so long as the applicable laws of the State of Washington allow such corporation or entity to assume those duties and responsibilities.

NASH Cascadia Verde LLC

Scott Jones 6-16-17
By: Scott Jones
Its: AUTHORIZED SIGNATORY

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 16th day of June, 2017, before me personally appeared Scott Jones to me known to be the Authorized Signatory of NASH Cascadia Verde LLC and who executed the above instrument and who acknowledged to me the act of signing and sealing.



Rebecca A. Clark
NOTARY PUBLIC in the State of Washington,
residing at Liburn. My Commission
expires: 11-16-17.

East Pierce Fire and Rescue

Dale T. Mitchell 6-20-17
By: Dale T. Mitchell
Its: Board of Commissioners chairman

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

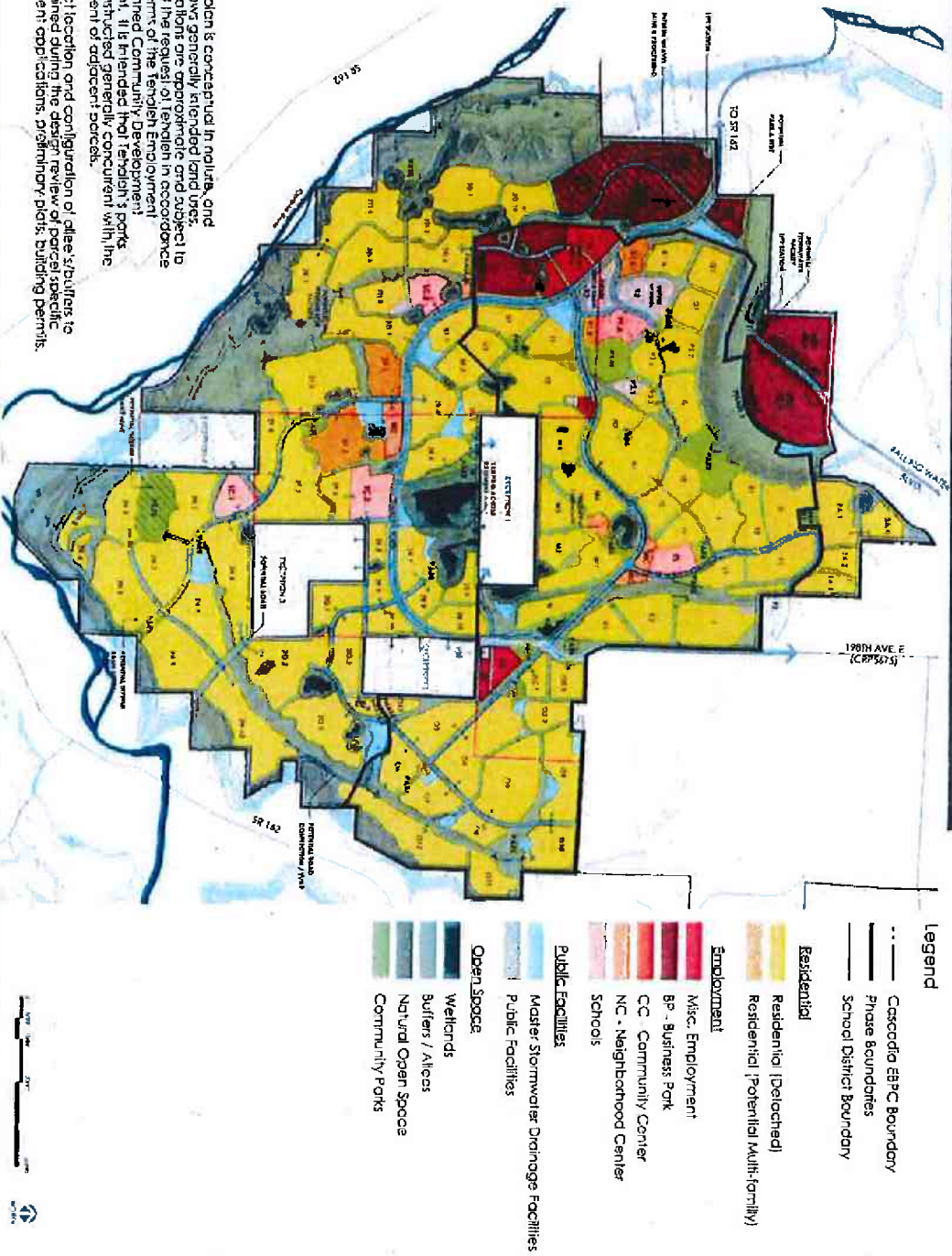
On this 20th day of June, 2017, before me personally appeared Dale T. Mitchell to me known to be the Board Chair of East Pierce Fire and Rescue and who executed the above instrument and who acknowledged to me the act of signing and sealing.



Michelle L. Hollon
NOTARY PUBLIC in the State of Washington,
residing at Tacoma. My Commission
expires: 12/24/2017.

Prefined Alternative

DRAFT



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT

SCHEDULE A

(Continued)

Order No.: 76415

Your No.:

LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING NUMBER 1083485.

PARCEL 2:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALL THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER LYING SOUTHERLY AND EASTERLY OF THE STRIP OF LAND CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MAY 8, 1911, RECORDED UNDER RECORDING NUMBER 359284, ALL IN SECTION 9, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER CONVEYED TO THE CITY OF TACOMA BY SPECIAL WARRANTY DEED DATED MARCH 25, 1933, RECORDED UNDER RECORDING NUMBER 1083485.

PARCEL 3:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 4:

THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 17, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 5:

THE EAST HALF OF THE SOUTHEAST QUARTER AND THE EAST 717.7 FEET OF THE SOUTH 30.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 6:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHEAST

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT
SCHEDULE A
(Continued)

Order No.: 76415
Your No.:

LEGAL DESCRIPTION

QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EASTERLY OF THE CARBON RIVER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 7:

ALL OF SECTION 20, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 8:

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 9:

THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 22, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;

EXCEPT THE NORTH 30 FEET OF THE NORTHEAST QUARTER;

ALSO EXCEPT THE NORTH 30 FEET OF THE NORTHWEST QUARTER;

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND IN THE NORTHWEST QUARTER:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 22;
THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID SECTION 22, A DISTANCE OF 2048.78 FEET;
THENCE SOUTHERLY AT A RIGHT ANGLE TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY AT A RIGHT ANGLE TO SAID NORTH LINE, A DISTANCE OF 300.00 FEET;
THENCE WESTERLY, PARALLEL TO SAID NORTH LINE, A DISTANCE OF 693.00 FEET;
THENCE NORTHERLY, AT A RIGHT ANGLE, A DISTANCE OF 300.00 FEET;
THENCE EASTERLY, 30 FEET SOUTHERLY OF, AND PARALLEL TO, THE NORTH LINE OF SAID SECTION 22, TO THE TRUE POINT OF BEGINNING; AND

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 22 WHICH IS 660.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION;
THENCE NORTHEASTERLY IN A DIRECT LINE TO THE NORTHEAST CORNER OF SAID SOUTHEAST

CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT
SCHEDULE A
(Continued)

Order No.: 76415
Your No.:

LEGAL DESCRIPTION

QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 1475.80 FEET, MORE OR LESS;
THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER, A DISTANCE OF 1320.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER
THEREOF;
THENCE WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 660.00 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING.

PARCEL 10:

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 11:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE
NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST
QUARTER, ALL IN SECTION 27, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN,

AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID
SECTION 27 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER;
THENCE NORTH 1320.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER;
THENCE EAST 750.00 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER;
THENCE SOUTH 700.00 FEET PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER;
THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER, SAID POINT BEING 1120.00 FEET EAST OF THE POINT OF
BEGINNING;
THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER TO THE POINT OF BEGINNING;

EXCEPT THAT CERTAIN TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER CONVEYED TO THE ORTING LIGHT & WATER CORPORATION BY DEED DATED JANUARY
16, 1914 AND RECORDED UNDER RECORDING NUMBER 398202, RECORDS OF PIERCE COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE LOCATED AT A SPRING IN THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, WHICH SPRING IS
LOCATED ABOUT 400.00 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION AND
300.00 FEET SOUTH OF THE NORTH LINE OF SAID 16TH QUARTER SECTION LINE;
THENCE RUNNING WEST 150.00 FEET FOR POINT OF BEGINNING;

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT
SCHEDULE A
(Continued)

Order No.: 76415
Your No.:

LEGAL DESCRIPTION

THENCE SOUTH 200.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION;
THENCE EAST 500.00 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION;
THENCE NORTH 350.00 FEET ON A LINE PARALLEL WITH SAID WEST LINE OF SAID QUARTER SECTION;
THENCE WEST 500.00 FEET ON A LINE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION;
THENCE SOUTH 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 13:

THE NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THAT PART OF THE EAST 1020.36 FEET OF GOVERNMENT LOT 1 LYING NORTHERLY AND EASTERLY OF THE CARBON RIVER; AND THAT PART OF THE SOUTHEAST QUARTER LYING NORTHERLY AND EASTERLY OF THE CARBON RIVER, EXCEPT THOSE THREE (3) STRIPS OF LAND IN SAID SOUTHEAST QUARTER, EACH 60 FEET IN WIDTH, CONVEYED TO PIERCE COUNTY, WASHINGTON BY DEEDS RECORDED UNDER RECORDING NUMBERS 264370, 264376 AND 264377, ALL IN SECTION 29, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

PARCEL 14:

THE NORTH HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER AND THE EAST HALF OF THE NORTHWEST QUARTER AND THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING NORTHERLY OF THE CARBON RIVER, ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN.

EXHIBIT B

Title 18 Development Regulations – General Provisions
Chapter 18.25 DEFINITIONS

18.25.030 Definitions.

"Dwelling unit" means one or more rooms designed for or occupied by one family for living or sleeping purposes and containing kitchen, sleeping, and sanitary facilities for use solely by one family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit.

"Single-family (Detached)" means a dwelling unit that is not attached to another dwelling unit by any means.

"Single-family (Attached)" is also commonly referred to as "Ground Level Multi-Family" and means a multi-family structure containing more than two dwelling units, each of which has ground floor access and is joined to one another only by party walls. "Two-family" dwellings are defined separately and not considered to be single-family (attached).

"Two-family" means two dwelling units which are attached to one another. Two-family housing types are also known as duplexes. Two-family dwelling units may exceed 1,000 square feet.

"Multi-family" means a structure containing three or more dwelling units, with the units joined to one another. "Ground Level Multi-Family" and "Multiple Level Multi-Family" are forms of multi-family housing.

EXHIBIT D

AMENDED DEDICATION AGREEMENT BETWEEN NASH AND EAST PIERCE FIRE & RESCUE

This Amended Dedication Agreement ("Amended Dedication Agreement") is entered into this June 10, 2015, between NASH Cascadia Verde, LLC ("NASH") and East Pierce Fire & Rescue ("EPFR").

1. BACKGROUND.

1.1 On April 13th, 1999, Cascadia Development Corporation Pierce County Fire Protection District No. 22, formerly Pierce County Fire Protection District No. 24 (the "District") entered into a Mitigation Agreement for the purpose of mitigating the impacts on the District of Phase I of an Employment-Based Planned Community ("EBPC") known as Cascadia.

1.2 NASH subsequently purchased 4,209 acres of the Cascadia project and is developing that land as the "Tehaleh EBPC". As a result of mergers and other actions, EPFR is the successor to the District.

1.3 A portion of the Mitigation Agreement required the dedication of a site for a fire station. To implement that portion of the Agreement, Cascadia Development Corporation and the District executed a Dedication Agreement dated February 2, 2007, a copy of which is attached to this Amended Dedication Agreement as Exhibit A.

1.4 Through the Dedication Agreement, the parties identified and Cascadia Development Corporation dedicated to the District a parcel known as "K-3" and depicted on the Record of Survey 200312045011. This Dedication Agreement as to parcel K-3 was never recorded.

1.5 NASH and EPFR have subsequently determined that a different site identified below should be substituted for Parcel K-3, and that Parcel K-3 should be released from any obligation described in the Dedication Agreement.

1.6 In light of this background, the parties agree as follows:

2. DEDICATION OF FIRE STATION SITE.

2.1 NASH hereby dedicates, and EPFR agrees to accept the dedication of Tract I of the Preliminary Plat of Trilogy West, and depicted on Exhibits B-1 & B-2 to this Amended Dedication Agreement, as the location of the new fire station contemplated by the Mitigation Agreement. Tract I of the Preliminary Plat of Trilogy West, as depicted on Exhibits B-1 & B-2, is referred to here as the "Fire Station Site".

2.2 Parcel K-3 is hereby released from the obligations of the Dedication Agreement dated February 2, 2007 and EPFR, as successor to the District, hereby relinquishes, quit claims and conveys to NASH all of its right, title and interest in Parcel K-3.

2.3 EPFR agrees to execute such further documents as may be reasonably required by NASH's title insurance company to allow NASH to convey marketable and insurable title in Parcel K-3 to a third party free and clear of any interest of EPFR.

3. CONVEYANCE OF FIRE STATION SITE.

3.1 NASH is in the process of subdividing and creating the Fire Station Site through the plat known as Trilogy West at Tehaleh, and final plat approval of that subdivision, which is legally required for any conveyance to EPFR is expected in the latter part of 2016. Within thirty (30) days after recording of the final plat of Trilogy West at Tehaleh, NASH will convey the Fire Station Site to EPFR by statutory warranty deed.

3.2 The conveyance will be subject to any easements, covenants, conditions and restrictions necessary for the development of the Tehaleh Project, so long as they do not unreasonably interfere with the construction and operation of a fire station on the Fire Station Site.

3.3 Prior to the conveyance described in 3.2, NASH will allow EPFR's agent's access to the Fire Station Site for purposes of survey, architect's site visits, engineering services and/or soils testing. EPFR will be responsible for any costs associated with the foregoing analysis or testing. EPFR will indemnify and hold harmless NASH from all claims, losses and liability arising out of this access to the Fire Station Site by EPFR, its agents, or employees.

3.4 Design work for the new fire station shall be subject to all generally applicable covenants, conditions and restrictions recorded and binding upon the property, including the design review process contained therein.

3.5 The Fire Station Site will be subject to any validly levied assessments for common expenses payable by properties within Tehaleh, including but not limited to assessments for maintenance of the storm water management system serving Tehaleh.

4. GRADING.

To facilitate the ultimate development of the Fire Station Site for its intended purpose, the site must be graded. NASH and EPFR agree that grading should be consistent with the grading plan attached to this Amended Dedication Agreement as Exhibit C. The parties agree that the cost of grading of the Fire Station Site will be significantly reduced if the Fire Station Site is graded in connection with the

development of Trilogy West by NASH. The parties agree that if NASH clears and grades the Fire Station Site consistent with Exhibit C: (a) the actual cost (which shall be commercially reasonable) of the NASH grading work on the Fire Station Site shall be fully credited to NASH against any obligations that NASH may have under the Mitigation Agreement or any modification or replacement of that Mitigation Agreement, and (b) the District will accept the conveyance of the graded Fire Station Site with no conditions or restrictions.

5. ENTIRE AGREEMENT.

This Agreement and any documents attached as exhibits contain the entire agreement between the parties as to the dedication and grading of a fire station site and supersedes all prior discussions and understandings between them with reference to that subject matter.

6. MODIFICATION OR ASSIGNMENT.

This Agreement may not be amended or rescinded, delegated or assigned in any manner except by an instrument in writing signed by a duly authorized representative of each party hereto in the same manner as such party has authorized this Agreement. Notwithstanding the foregoing, in the event that NASH sells or transfers all or substantially all of the Tehaleh property, NASH may assign this Amended Dedication Agreement without the consent of EPFR, if the buyer or transferee expressly assumes by written instrument, all of NASH's obligations under this Amended Dedication Agreement.

7. GOOD FAITH AND REASONABLENESS.

The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Amended Dedication Agreement. The obligation to be reasonable shall only be negated if arbitrariness is explicitly permitted, such as in the case of a party being allowed to make a decision in its "sole judgment" or "sole discretion."

8. SUCCESSORS AND ASSIGNS.

This Amended Dedication Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto except that there shall be no transfer of any interest by any of the parties hereto except pursuant to the express terms of this Amended Dedication Agreement. Any reference in this Amended Dedication Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired its interest in compliance with the terms of this Amended Dedication Agreement, or under law.

9. APPLICABLE LAW; JURISDICTION.

This Amended Dedication Agreement shall be interpreted under and pursuant to the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Amended Dedication Agreement, the parties agree to be subject to the jurisdiction in the Pierce County Superior Court for the State of Washington.

10. DISPUTE RESOLUTION.


The parties agree that any dispute arising under this Amended Dedication Agreement or the performance thereof shall be submitted to the Pierce County Hearing Examiner; the parties agree to be bound by the Hearing Examiner's determination of the issues in dispute. If the Hearing Examiner declines to exercise jurisdiction over the dispute, then the parties agree that the matter should be submitted to arbitration prior to resort to Pierce County Superior Court. The arbitration shall be performed under the commercial arbitration rules of the American Arbitration Association unless the parties otherwise agree.

11. PRIOR AGREEMENT.

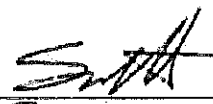
This Amended Dedication Agreement completely supersedes and replaces the Dedication Agreement dated February 2, 2007 and that agreement is hereby declared to be null and void.

The parties hereto have executed this document as of the day and year first above written.

**EAST PIERCE COUNTY
FIRE & RESCUE**


BUD BACKER, Fire Chief
8-19-2015

NASH CASCADIA VERDE, LLC


Scott Jents, Authorized
Signatory

**DEDICATION AGREEMENT
BETWEEN THE CASCADIA PROJECT LLC
AND PIERCE COUNTY FIRE DISTRICT NO. 22**

This Dedication Agreement (hereinafter "Agreement") is entered into this Feb. 2, 2007, by and between The Cascadia Project, LLC formerly Cascadia Development Corporation (hereinafter "Cascadia") and Pierce County Fire Protection District No. 22, formerly Pierce County Fire Protection District No. 24 (hereinafter the "District").

1. BACKGROUND.

1.1 On April 13th, 1999, Cascadia and the District entered into a Mitigation Agreement for the purpose of mitigating the impacts on the District of Phase I of Cascadia an Employment Based Planned Community ("Cascadia Project") within the District boundaries.

1.2 The principal object of the Mitigation Agreement is to provide for the financing and development of a fire station and associated apparatus and equipment, and the identification and dedication of the site for the new station within the Cascadia Project.

1.3 The parties are currently identifying the method for financing and delivering the new fire station, and anticipate shortly entering into an Amended Mitigation Agreement identifying the specific methods of finance and project delivery.

1.4 The parties have identified the site for the new fire station and the general vicinity of the site is identified as a portion of Parcel K-3 as depicted on Record of Survey 200312045011, a copy of which is attached as Exhibit 1.

1.5 The parties now desire to confirm their mutual agreement to the dedication of the site for fire station purposes.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

2. DEDICATION OF FIRE STATION SITE.

2.1 The parties have identified a site within the Cascadia Project which is suitable to be dedicated for the development of a fire station. (A diagram depicting the site as a portion of Parcel K-3 referenced in paragraph 1.4, above hereinafter referred to as the "Fire Station Site" is attached hereto as Exhibit 2).

2.2 Cascadia hereby dedicates, and the District agrees to the dedication of the Fire Station Site as the location of the new fire station.

2.3 The parties intend that construction of the new fire station on the Fire Station Site will commence on or about June, 2009.

3. CONVEYANCE OF FIRE STATION SITE.

3.1 If the parties determine in the Amended Mitigation Agreement, that the District will construct the new fire station, then at a mutually agreeable date allowing sufficient time for the commencement of construction of the fire station on or about June 2009, Cascadia will convey the Fire Station Site to the District by statutory warranty deed.

3.2 The conveyance will be subject to any easements, covenants, conditions and restrictions necessary for the development of the Cascadia Project, so long as they do not unreasonably interfere with the construction and operation of a fire station on the Fire Station Site.

3.3 Prior to the conveyance, Cascadia will allow the District's agents access to the Fire Station Site for purposes of survey, architect's site visits, engineering services and/or soils testing. The District will be responsible for any costs associated with the foregoing analysis or testing.

3.4 The District will indemnify and hold harmless Cascadia from all claims, losses and liability arising out of this access to the Fire Station Site by the District, its agents, or employees.

3.5 Design work for the new fire station shall be subject to all generally applicable covenants, conditions and restrictions recorded and binding upon the property, including the design review process contained therein.

3.6 The Fire Station Site will be subject to any validly levied assessments for common expenses payable by properties within the Cascadia Project, including but not limited to assessments for maintenance of the storm water management system serving the Cascadia Project.

4. ENTIRE AGREEMENT.

This Agreement and any documents attached as exhibits thereto, contain the entire agreement between the parties as to the subject matter hereof and supersedes all prior discussions and understandings between them with reference to such subject matter.

5. MODIFICATION OR ASSIGNMENT.

This Agreement may not be amended or rescinded, delegated or assigned in any manner except by an instrument in writing signed by a duly authorized representative of each party hereto in the same manner as such party has authorized this Agreement. Notwithstanding the foregoing, in the event that Cascadia sells or transfers all or substantially all of the Cascadia Project, Cascadia may assign this Agreement without

the consent of the District, if the buyer or transferee expressly assumes by written instrument, all of Cascadia's obligations under this Agreement.

6. GOOD FAITH AND REASONABLENES.

The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inference be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is explicitly permitted, such as in the case of a party being allowed to make a decision in its "sole judgment" or "sole discretion."

7. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto except that there shall be no transfer of any interest by any of the parties hereto except pursuant to the express terms of this Agreement. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired its interest in compliance with the terms of this Agreement, or under law.

8. APPLICABLE LAW JURISDICTION.

This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to the jurisdiction in the Pierce County Superior Court for the State of Washington.

9. DISPUTE RESOLUTION.

The parties agree that any dispute arising under this Agreement or the performance thereof shall be submitted to the Pierce County hearing Examiner; the parties agree to be bound by the Examiner's determination of the issues in dispute.

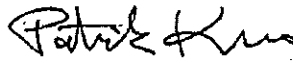
IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

**PIERCE COUNTY FIRE
PROTECTION DISTRICT
NO. 22**



Dan Packer, Fire Chief

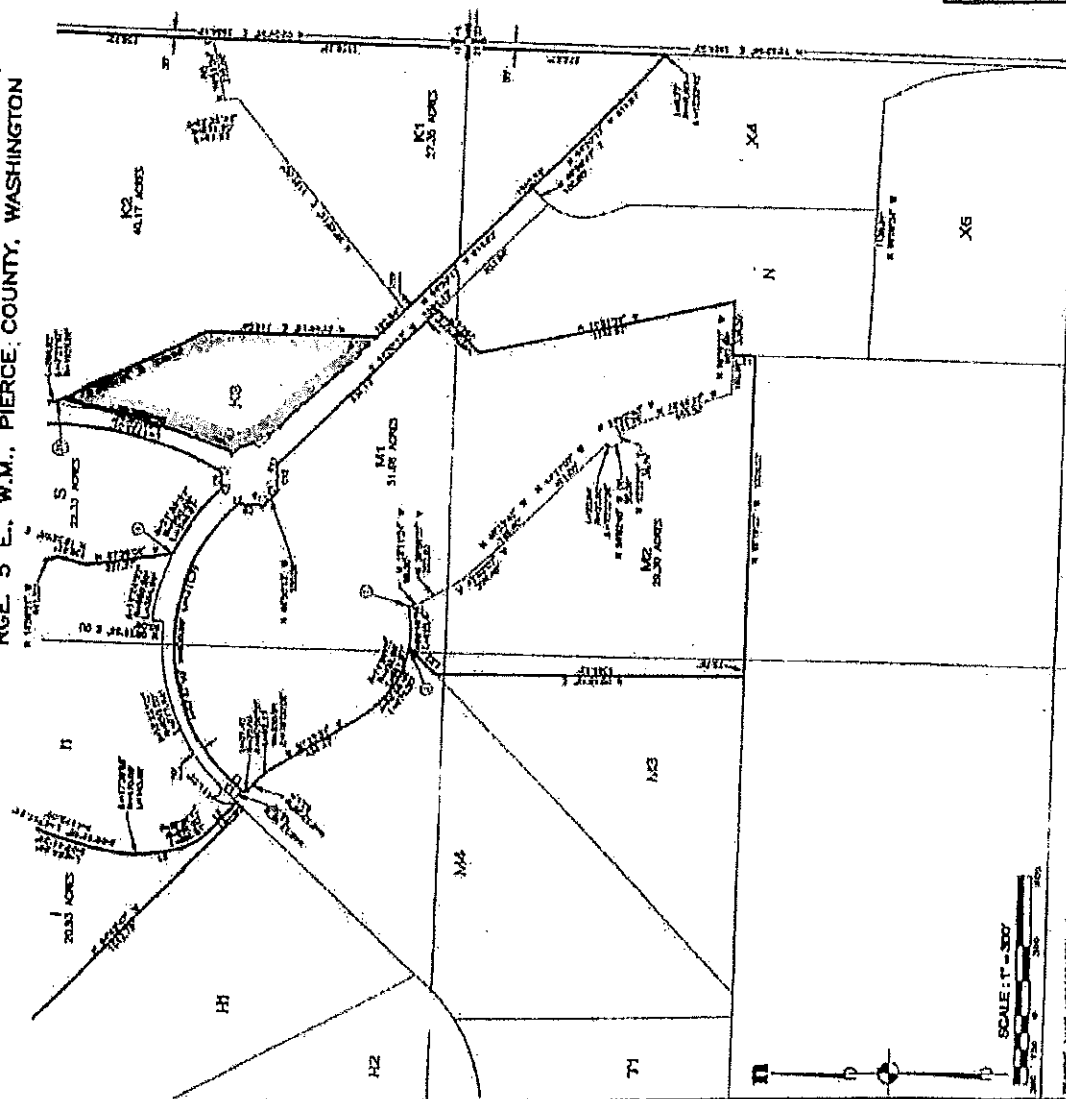
CASCADIA PROJECT, LLC



Patrick Kuo, President

SEE SHEET 8 OF 8
A PORTION OF SECTIONS 18 & 21, TWP. 19 N.,
RGE. 5 E., W.M., PIERCE COUNTY, WASHINGTON

2508 LOTS 335



UNEQUALVE TABLES

The image displays two pages of a handwritten manuscript. The script is a dense, cursive style, characteristic of historical Arabic or Persian manuscripts. The text is organized into columns, with some lines featuring larger, possibly decorative or significant, characters. The paper appears aged, with some visible texture and slight discoloration. The handwriting is consistent throughout, suggesting a single scribe or a well-trained team.

SECRET

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Abstract

1. The first step is to identify the problem. In this case, the problem is that the system is not working properly. The user has reported that the system is not working properly, and the user has provided some information about the problem. The first step is to identify the problem, and the user has provided some information about the problem. The first step is to identify the problem, and the user has provided some information about the problem.



ESM CONSULTING ENGINEERS LLC

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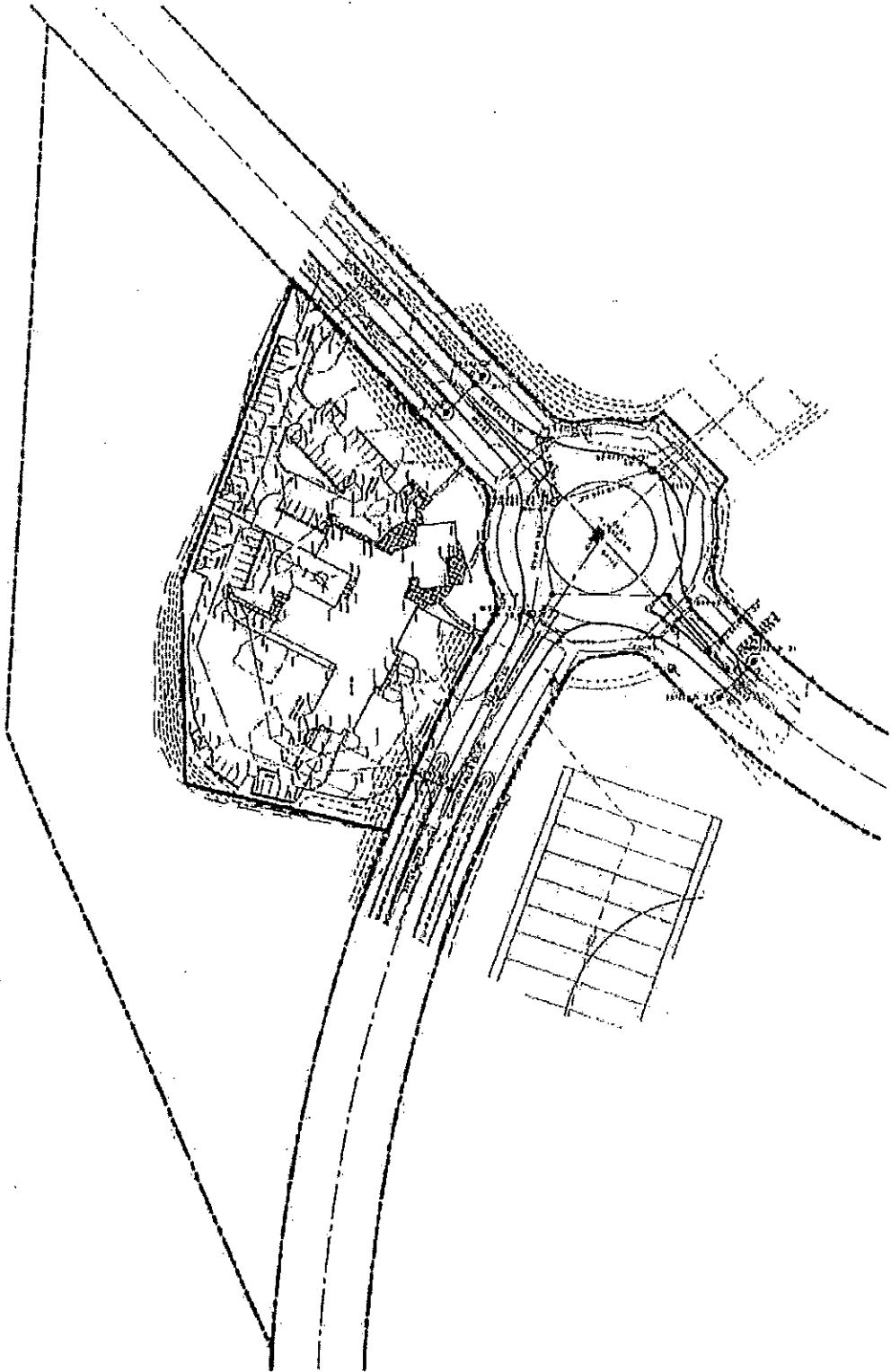
Old Engineering Name	New Engineering Name	Old Name	New Name
...

11570417002

SCALE: 1"=500'

REMARKS:

EXHIBIT :



"WHERE COMPASSION AND ACTION MEET."



RECEIVED

FEB 01 2008

CASCADIA PROJECT

PIERCE COUNTY FIRE DISTRICT 22

DAN PACKER FIRE CHIEF
15421 OLD BUCKLEY HWY
BORRILY LAKE WA 98301

WWW.EASTPIELAKEFIRE.COM

PHONE 253-869-1800
FAX 253-869-1840

January 30, 2008

Chuck Lappenbusch, Jr.
Cascadia, Senior Vice President
500 - 108th Ave. NE, Suite 1620
Bellevue, WA 98004-5500

Dear Mr. Lappenbusch:

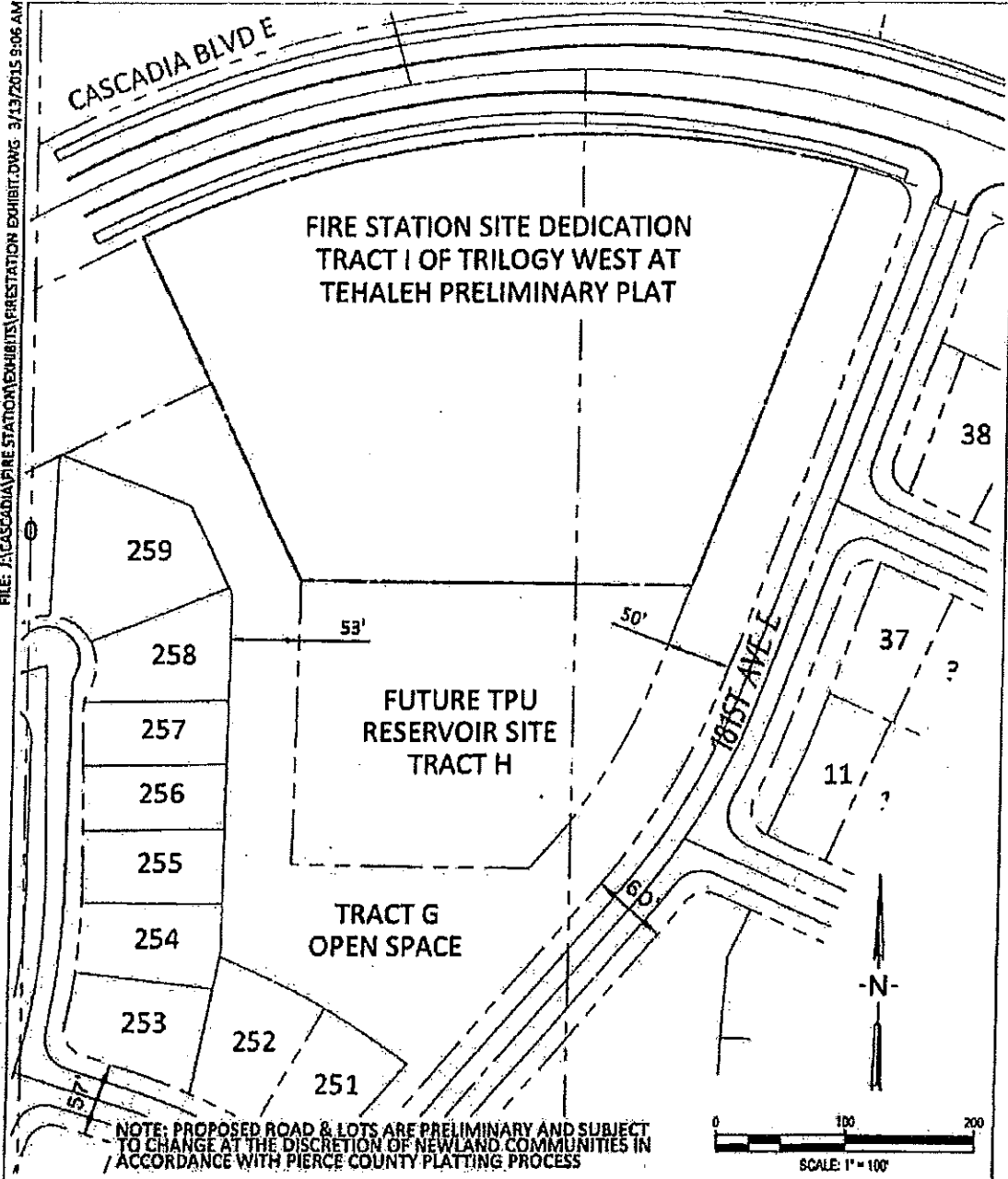
Enclosed are the Dedication Agreements for the proposed fire station site in the Cascadia Project. Please return one fully executed agreement to my attention.

Thank you.

Sincerely,

Nancy Keck
Executive Secretary

FILE: J:\CASCADIA\FIRE STATION\EXHIBITS\PRESTATION EXHIBIT.DWG 3/13/2015 9:06 AM



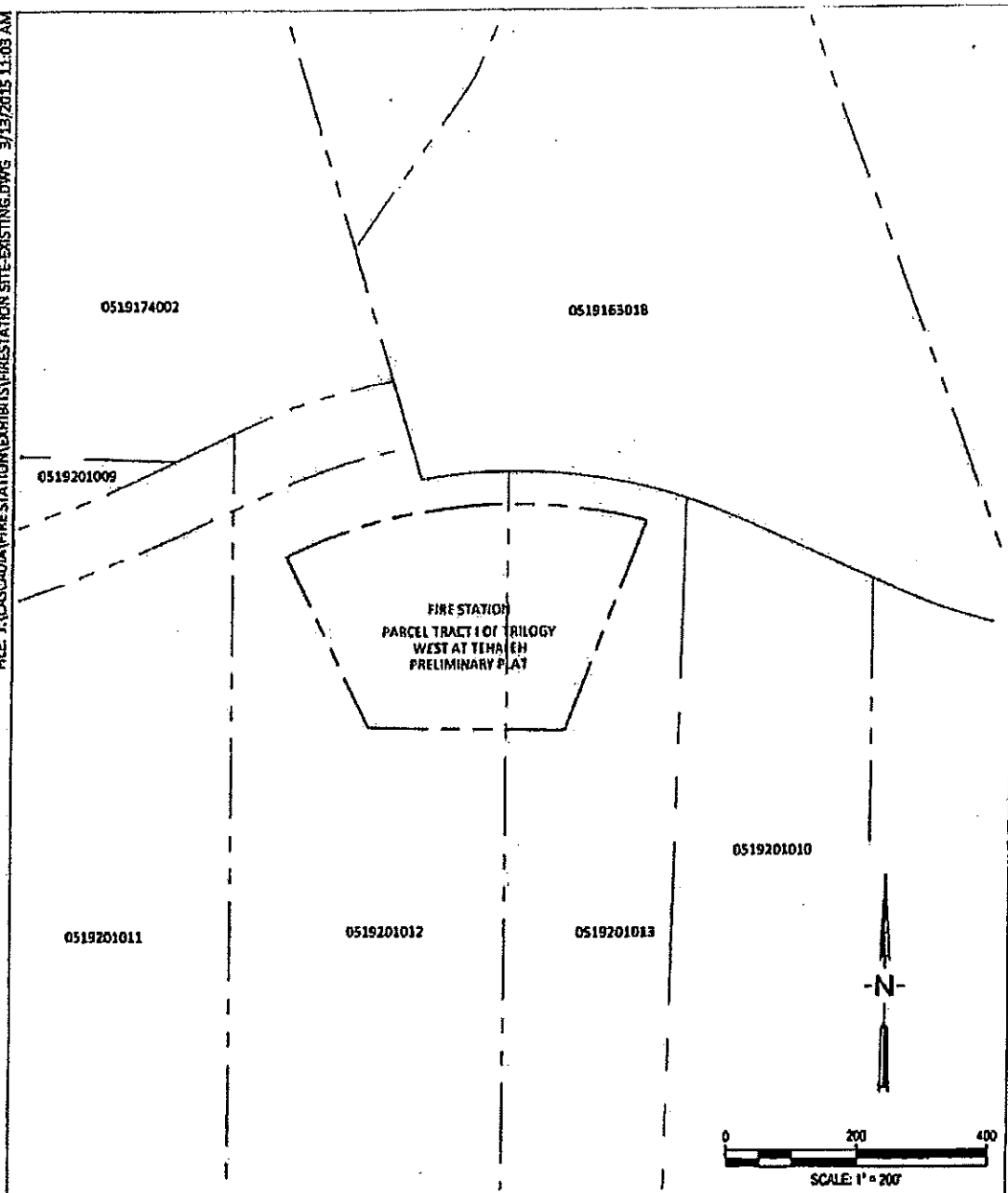
MacKay & Sposito

13400 8TH AVENUE SOUTH, SUITE 110
FEDERAL WAY, WA 98003
PHONE (206) 205-8100
www.mackaysposito.com

EXHIBIT B-1
TEHALEH FIRE STATION DEDICATION AGREEMENT
FUTURE ROADS, LOTS & TRACTS

PROJECT NO.:
DRAWN BY: JLL
CHECKED BY: ESA
DATE: MARCH 2015
SHEET NO. EX-1

FILE: F:\CASCADIA\FIRE STATION\EXHIBITS\FIRE STATION SITE-EXISTING.DWG 3/13/2015 11:03 AM



Mackay Sposito

18400 8TH AVENUE SOUTH, SUITE 110
FEDERAL WAY, WA 98003
PHONE (206) 205-6700
www.mackaysposito.com

EXHIBIT B-2
TEHALEH FIRE STATION DEDICATION AGREEMENT
EXISTING TAX PARCELS

PROJECT NO.:

JLL

CHECKED BY:

ESA

DATE: MARCH 2015

SHEET NO.

EX-2

EXHIBIT D

Tehaleh Planning and Land Use Table - Exhibit D

	Parcels	Land Use	FAR	Gross Acreage	Quantity Proposed	% of Phase I
RESIDENTIAL	E1, E2, F1, F2, G, H1, H2, I1, I2, J3, J, K1, K2, L, L1, M1, M2, M3, M4, M5, N, P2.1, P2.2, P3.2, Q1, Q2, R1, T1, T2, U1, U2	Residential (Detached 1-10 D.U./ac.)		586.1		
	P1, NC	Multi Family (Attached 10-25 D.U./ac.)		19.4		
	O	Parcel O Residential Area		219.2		
	TOTAL RESIDENTIAL USES			824.7	2,586 d.u.	42.3%
EMPLOYMENT	NC	Neighborhood Center		7.3	62,783 sf	
	Post	The Post / Visitor Center		1.4	3,217 sf	
	RV	Storage / RV Storage		4.0	10,000 sf	
	V1	Community Center (west)	0.19	35.0	290,000 sf	
	V2	Business Park (General Light Industrial, Business/Office, Support Services)	0.18	58.2	453,762 sf	
	O	Parcel O - Golf Resort		235.0	230,000	
		Hotel (250 Rooms)	0.480	6.5	135,000	
		Conference Center	0.480	2.9	60,000	
		Golf Clubhouse	0.065	5.3	15,000	
		Pro-Shop / Retail	0.500	0.7	15,000	
		Golf Academy	0.250	0.5	5,000	
		Golf Course / Open Space		219.1		
TOTAL EMPLOYMENT USES				1,340.9	1,040,762 sf	17.5%
PUBLIC FACILITIES	S	Elementary School		14.1		
	D	Middle School *		25.0		
		Fire Station		3.3		
	R2, R3, P3.1	WWTP *		45.0		
		Arterials (100 ft ROW)		53.4		
		Master Storm Drainage Facility		7.4		
		Water Storage Reservoirs		3.1		
	O	Puget Sound Energy Sub-station		1.3		
TOTAL PUBLIC FACILITIES USES				152.6		2.5%
OPEN SPACE / RECREATION		Community Parks (Existing)		70.7		
		Sprouts Hotter Park		4.6		
		Ponder Park		3.3		
		Sticks & Stones		1.4		
		Overlook Park		0.5		
		Yonder Park		4.2		
		Knob Park		1.7		
		Center Park		2.0		
		The Edge		2.5		
		North Forest Park		29.7		
		Meadow Park		19.8		
		Post Park		1.0		
		Additional Community Parks		10.1		
		Tehaleh Green		2.5		
		Evergreen Park		2.6		
		Rainier Vista Park		5.0		
		Trilogy Clubhouse		6.2		
		Open Space		447.4		
	O	Parcel O Open Space		95.0		
TOTAL OPEN SPACE USES				629.4		10.3%
PHASE 1 TOTALS W/O PARCEL O				1,397.1		
PARCEL O TOTALS				550.5		
PHASE II TOTALS				1,947.6		

* Potentially convertible to other land uses if not used by public agency/utility and land use approved by Pierce County.

DU = dwelling units; sf = square footage.

