

AGENDA
GIG HARBOR CITY COUNCIL STUDY SESSION
Thursday, October 30, 2025 - 3:00 PM
Community Rooms

This meeting may also be accessed through Zoom at <https://zoom.us/j/93216056382> or by calling (253) 215-8782 and entering Meeting ID 932 1605 6382.

CALL TO ORDER/ROLL CALL

DISCUSSION ITEMS

- 1. North Creek Culvert Replacement Project – Remote Site Incubator Discussion**
Suggested Motion: N/A
 - a. Staff Report: Public Works Director Jeff Langhelm
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action

- 2. Summer Lane Wastewater Comprehensive Plan Technical Amendment**
Suggested Motion: N/A
 - a. Staff Report: Public Works Director Jeff Langhelm
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action

- 3. Gig Harbor North Trail Easement**
Suggested Motion: N/A
 - a. Staff Report: Public Works Director Jeff Langhelm
 - b. Clarifying Questions
 - c. Public Comment
 - d. Council Deliberation and Action

ADJOURN

PUBLIC COMMENT & DECORUM

PUBLIC COMMENT & DECORUM

The city council wants to hear from the public as much as possible. However, the business of the city must proceed in an orderly, timely manner. The primary purpose of council meetings is to conduct the city's business so we have created a variety of ways the community can make their voices heard. Monday city council meetings are just one opportunity. These guidelines are designed to make sure every person who wants to be

heard has both the opportunity to be heard and feels welcome to do so.

We receive comments three ways:

1. During council meetings
2. During council study sessions.
3. Email mayorandcouncil@gigharborwa.gov at any time about any issue. This email goes to the elected officials and leadership at the city.

Public Comment at City Council Study Sessions

We welcome comment at Council study sessions following the staff report and clarifying questions of each discussion item. Comments must be related to the discussion item at hand.

When the mayor calls for public comment, please come forward to the table (or raise your hand on Zoom). When it's your turn, we'll ask you to tell us your name and connection to the issue you want to discuss. You'll then have a maximum of two minutes to speak.

Unfortunately, this isn't a time for dialogue, but a staff person or councilmember may be available to talk with you at a break or after the meeting.

Additional guidelines

- Anyone making "out of order" comments may be subject to removal from the meeting.
- Please address your remarks to the city council as a body and not to any specific individual.
- Please be courteous and not engage in derogatory remarks or insinuations.
- No demonstrations, including clapping, are allowed.

Email

You are welcome to email the mayor and councilmembers about any issue facing the city by writing to the address above. Do remember that council sets the policy direction while city departments execute those decisions. A series of online reporting tools might help you resolve an issue more quickly so check them out too: <https://www.gigharborwa.gov/146/Submit>

AMERICANS WITH DISABILITIES (ADA) ACCOMMODATIONS

ADA accommodations can be provided upon request. Those requiring special accommodations should contact the city clerk at cityclerk@gigharborwa.gov or (253) 853-7613 at least 24 hours prior to the meeting.



**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: October 30, 2025

SUBJECT: North Creek Culvert Replacement Project – Remote Site Incubator Discussion

SUBMITTED BY: Associate Engineer Steven Demmer, PE

DEPARTMENT: Public Works

PHONE: (253) 530-7076

SUGGESTED MOTION: N/A

BACKGROUND INFORMATION: The purpose of this study session is to seek Council direction on whether Remote Site Incubators (RSIs) should be replaced as part of the North Creek Culvert Replacement Project.

The culvert replacement project is located near Harborview Drive and Austin Street, where an existing 6-foot by 6-foot by 146-foot long box culvert is proposed to be demolished and replaced with a 175-foot-long bridge. The existing culvert is classified by WDFW as a 67% fish barrier. This project will provide fish passage and will help restore stream habitat at North Creek.

Immediately downstream of the box culvert are a series of RSIs that were originally installed in the 1970s by the Gig Harbor Commercial Fishermen's Civic Club. The RSIs are intended to support chum salmon propagation and receive water from North Creek under a state-issued surface water right. This water right allows the RSIs to divert water from the creek to flow through the RSIs. The diversion structure required to operate the RSIs is an integral part of the outlet structure from the box culvert. Therefore, with the box culvert being removed, the diversion structure is also being removed. Additionally, due to unrelated circumstances, the RSIs have been inactive since before COVID.

If the city were to replace the RSIs as part of the North Creek culvert replacement project, the city would require modifying the existing water right, additional permitting, and additional design and construction costs. Proceeding without replacing the RSIs would maintain the current timeline and budget, with a target to advertise for bids in 2026, pending award of grant funds.

Stakeholders for the project have provided mixed input. The Commercial Fishermen's Civic Club supports continuing RSI operations, while the Wild Fish Conservancy has questioned their sustainability. Harbor WildWatch indicated their programming would not be affected by RSI removal. Additionally, the Puyallup Tribe of Indians and Washington State Department of Fish and Wildlife staff from both Fisheries and Habitat divisions remain neutral on the replacement of the RSIs. The Washington State Recreation and Conservation Office (RCO) has indicated that current grant funding for this project in the amount of \$350,000 may be affected by a change in project scope.

At the October 30 study session, staff will review the considerations related to replacing

the RSIs and will request Council direction on whether to proceed with the project design including RSIs or move forward without them to maintain schedule and budget.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. 2025-10-30_NORTH CREEK CULVERT REPLACEMENT_RSIs
-

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities



NORTH CREEK CULVERT REPLACEMENT

REMOTE SITE INCUBATOR DISCUSSION

Jeff Langhelm
Public Works Director

Steven Demmer
Associate Engineer

Steve Seville
Civil Consultant

ParametriX

OCTOBER 30, 2025 STUDY SESSION

Purpose of Today's Presentation

Have Council make recommendation as to whether or not Remote Site Incubators are to be included in project design.





Agenda

Project Background

Remote Site Incubators - Feasibility

Stakeholder Input

Summary & Next Steps





Agenda

Project Background

Remote Site Incubators - Feasibility

Stakeholder Input

Summary & Next Steps





6' X 6' X 146' box culvert (constructed 1970) cataloged as 67% fish barrier by WDFW

Existing Conditions



RSI Setup ~ January 2023



Remote Site Incubators

- Originally constructed 1971 – modified flow control valve with removable flashboards
- Water delivery flume & 13 plastic barrels
- Approximately 1,000,000 eggs supplied by WDFW or other sources
- Gig Harbor Commercial Fishermen's Civic Club – operation and maintenance
- Surface water right for gravity feeding 0.25 cubic feet/second to flume
- Last operated in pre-COVID

Remote Site Incubators



Flow control valve in disrepair - 2025



RSIs in disrepair - 2024



Proposed Conditions

- Culvert replacement with 175-LF concrete bridge
- Utility relocations (sewer, water, gas, power, telecom)
- Stream Restoration
- Trail extension through Donkey Creek Park

Project Status

- Parametrix has received 60% Design comments from City
- Design that may be affected by RSI on pause until decision is made
 - Structural, Geotech, and permitting are moving forward



Project Status



Parametrix Contract
\$1.3 million



Construction Budget
\$9 million (2027)



Design Grant
\$350,000 (Brian
Abbott/RCO)



Construction Costs
\$7.51 million (2023
dollars, 30% design)





Agenda

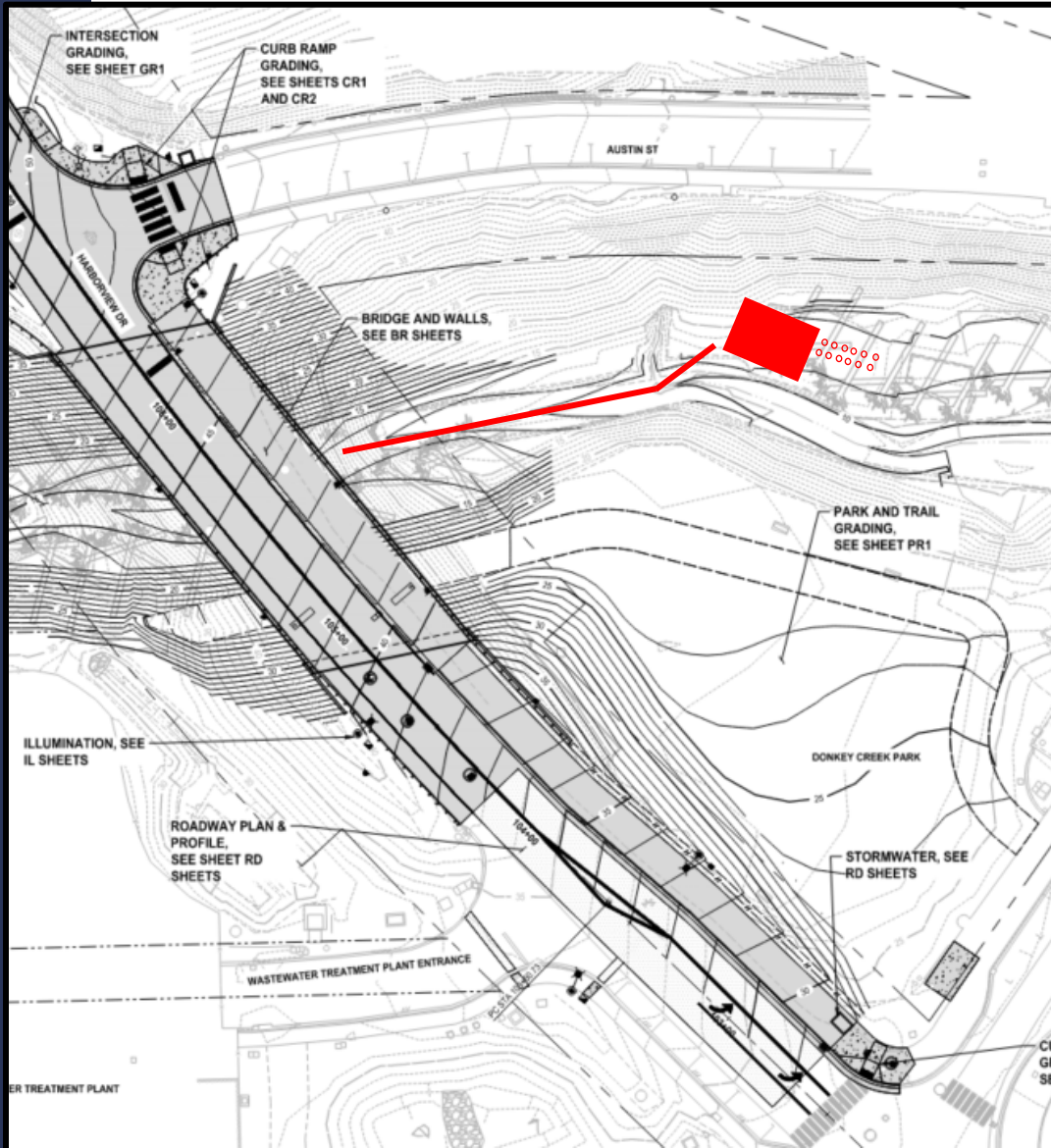
Project Background

Remote Site Incubators - Feasibility

Stakeholder Input

Summary & Next Steps





Feasibility of RSIs

Constraints

- Water rights
- Grant/Permit Requirements
- Cost implications
 - Design
 - Construction
- Maintenance

Consideration of Design Options

- Water Source – French Drain or Well
- Remove RSI with no replacement

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
CERTIFICATE OF WATER RIGHT

- ☒ **Surface Water** Issued in accordance with the provisions of Chapter 90A, Laws of Washington for 1971 and amendments thereto, and the rules and regulations of the Department of Ecology.
- ☐ **Ground Water** Issued in accordance with the provisions of Chapter 90A, Laws of Washington for 1971, and amendments thereto, and the rules and regulations of the Department of Ecology.

CERTIFICATE NUMBER	PERMIT NUMBER	APPLICATION NUMBER	PRIORITY DATE
82-00667C	82-00667P	23360	November 29, 1971

NAME
GEORGE W. BORDEN

ADDRESS (STREET) CITY STATE ZIP CODE
5712 W Harbor View Drive Gig Harbor Washington 98119

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown

PUBLIC WATER TO BE APPROPRIATED		
SOURCE		
North Creek		
TRIBUTARY OF THE PUBLIC WATERS		
Orig Harbor		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FOOT PER YEAR
0.25		non-consumptive
CLASSIFICATION OF USE PERIOD OF USE	fish propagation	November 1 to April 30 each year
non-consumptive		

LOCATION OF DIVERSION/WITHDRAWAL
APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL
1400 feet east and 30 feet south of the center of Sec. 6

LOCATED WITHIN SMALLEST LEGAL SUBDIVISION	SECTION	TOWNSHIP	RANGE	E OR W	N. S. E. or N. W.	W. R. L. A.	COUNTY
Government Lot 2	6	21	2 E			15	Pierce

RECORDED PLATTED PROPERTY
LOT BLOCK OR OTHER NAME OF PLAT OR ADDITION

LEGAL DESCRIPTION OF PROPERTY WATER TO BE USED ON
ALL that portion of Government Lot 2, Sec. 6, T. 21 N., R. 2 E. W. 1/4, lying northeasterly of the northeasterly line of State Highway No. 14 and northeasterly of the northwesterly line of Nurelle-Hunt County Road.

EXCEPT that part thereof conveyed to the Town of Gig Harbor for road by deed recorded under Auditor's Fee No. 1520256.

Feasibility of RSIs

Current Water Right

- Issued December 1971
- Purpose is fish propagation
- Diversion allowed between Nov. 1 to Apr. 30
- Rate of diversion 0.25 cfs (cubic feet per second) = 112 gpm (gallons per minute)



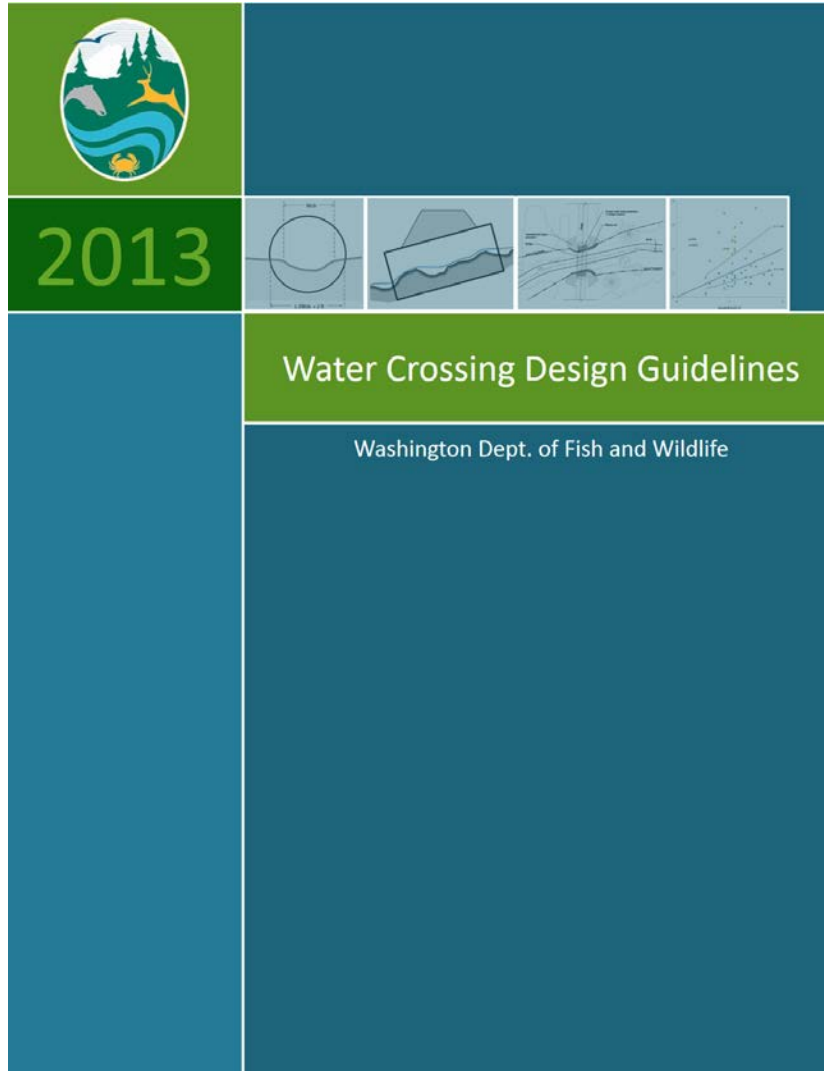
THE MARITIME CITY

Parametrix

Feasibility of RSIs

Current Water Right

- Currently a surface water diversion
- Point of diversion will change
 - A change application filed with Ecology is required (\$5k to \$10K)
 - Conversion from surface water to groundwater is not allowed, a well is a separate permit
- Current water right permit options:
 - Continue diversion
 - Temporary trust 3-5 years to hold the right and determine new diversion point
 - Placed in permanent trust to "improve stream flow"



Feasibility of RSIs

Grant Requirements & Permitting

WAC 220-660-200

RCW 77.57.30

- Water Crossing Design Guidelines
- Hydraulic Project Approval (HPA)

Feasibility of RSIs

Cost Implications

- Design of new diversion or well
- Design of secure mobile structure with temporary electrical and plumbing
- Design of shared use park location
 - RSI use October – May
 - Picnic Shade Structure use May - October
- Purchase of equivalent RSI equipment
[MariSource Vertical Incubation Systems](#)
- Mobilization/Storage



FRENCH DRAIN DIAGRAM



Feasibility of RSIs

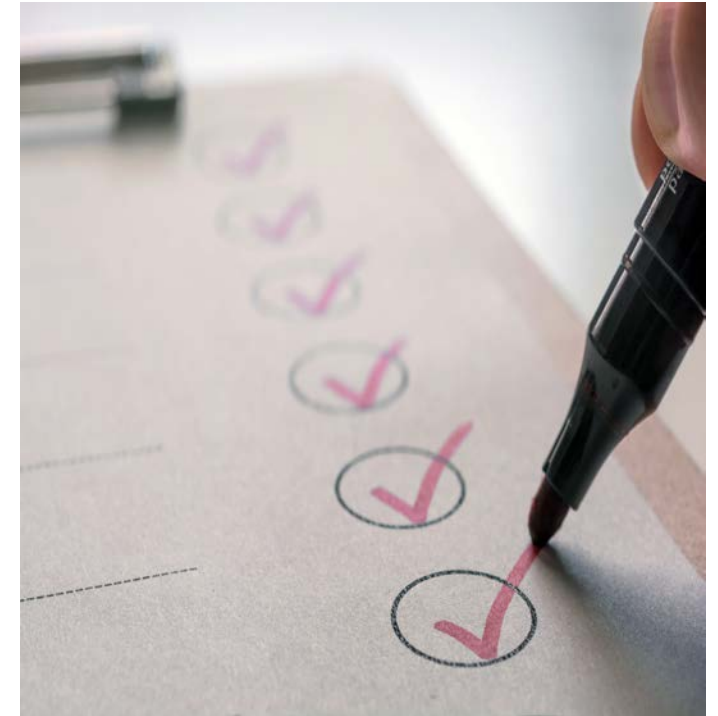
Maintenance Requirements

- RSI equipment
- Temporary secure facility and utilities
- Park shade structure
- Water diversion
 - French drain (photo: eppconcrete.com)
 - HPA permit restrictions and commitments (TBD)

Feasibility of RSIs

Consideration of Design Options

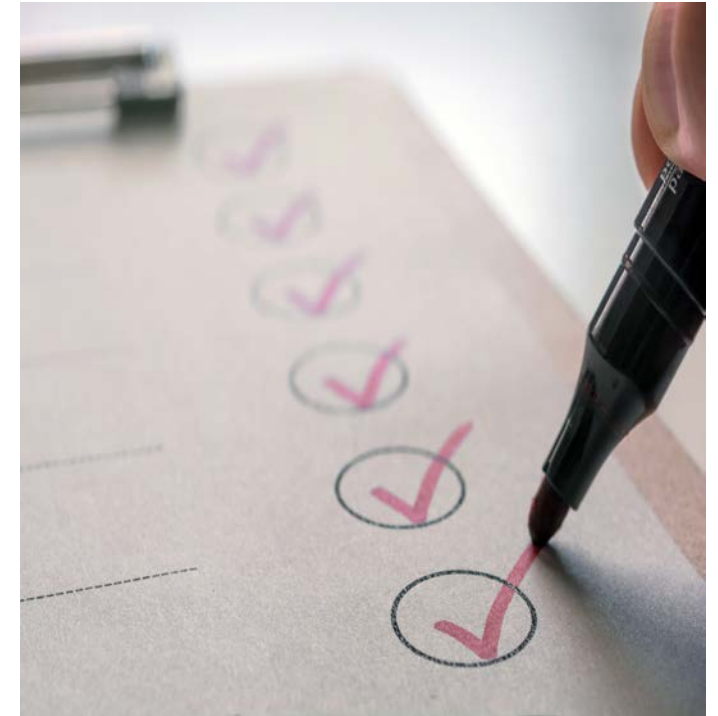
- Negotiate HPA terms; apply for water right point of diversion modification; design a french drain; purchase, design, and operate temporary RSI facility.
- Initiate investigation for suitable well location; apply for well permit; place water right in permanent trust to "improve stream flow"; purchase, design, and operate temporary RSI facility.
- Retire RSI; document the RSI operation and contribution; seek alternative educational programs within restored stream corridor.



Feasibility of RSIs

Project Schedule

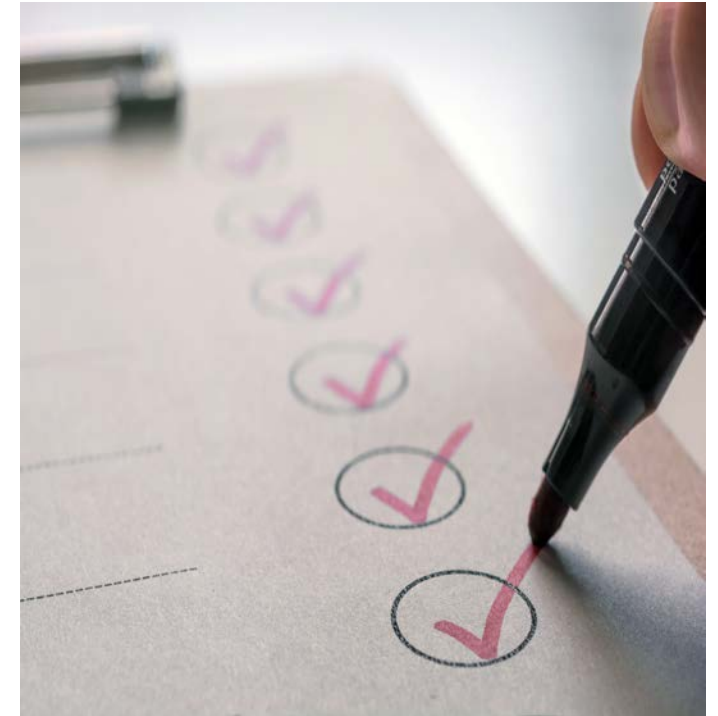
- With RSIs will require:
 - Engagement with a supplier, modification of permit submittal, design of in park facility location, design of water supply and electrical supply.
 - Additional 6 to 8 months for design and permit modifications and reviews.
 - Permit feasibility may alter fish passage pathway, adding additional 12 to 18 months and increased permit and environmental compliance processes.
 - Water Right process up to 24 months.
- Without RSIs will require:
 - Maintaining current schedule that has been delayed, targeting final bid package and permit package in early spring 2026



Feasibility of RSIs

Project Cost

- With RSIs will require:
 - Design team amendment
 - RSI facility details TBD – anticipating additional \$75,000 for inclusion in bid package
 - Permit package amendment
 - Additional \$30,000 if process can remain within fish passage pathway
 - If fish passage pathway not an options, requires coordination with regulatory staff, anticipating additional \$100,000 - \$150,000
 - Purchase of RSI equipment and increase in construction
 - RSI equipment \$125,000
 - Construction anticipating additional \$200,000
 - Maintenance cost TBD
 - Storage and operational plan for facility (mobile vs permanent)
 - Water supply system maintenance
 - Electrical cost



Feasibility of RSIs

Professional Opinion

- RSIs provide a low-tech solution to formal hatcheries to support chum salmon populations.
- Operation relies on available salmon brood stock genetics; local and wild genetics are preferred.
- Water quality of source can impact success.
- Monitoring data is crucial to verify success and justification of investment.
- City's protection of the local watershed is beneficial to additional salmonid species, run timing and habitat capacity should be considered.





Agenda

Project Background

Remote Site Incubators - Feasibility

Stakeholder Input

Summary & Next Steps



Gig Harbor Commercial Fishermen's Civic Club

- The Club has been operating the RSIs since 1970
- Suggestion to use trays in a portable container in lieu of barrels
- Commitment to operate through 2040



Wild Fish Conservancy N O R T H W E S T

February 20, 2024

City of Gig Harbor officials,

An [article](#) titled “Idle incubator largely responsible for absent chum run” was posted online by Gig Harbor NOW on January 16th. The article identifies North Creek as a “glorified drainage ditch” incapable of supporting fish populations without the help of the remote site chum “incubator” at its mouth. I strongly disagree with this misrepresentation.

In May 2018 our biologists surveyed North Creek (Donkey Creek) in the City of Gig Harbor, as part of a state-funded stream mapping project. Our biologists found much of the North Creek watershed to be intact with a healthy streamside forest relative to the other streams we surveyed on the Gig Harbor peninsula and elsewhere in central Puget Sound. North Creek meanders through a forested ravine providing fish habitat including numerous pools, undercut banks, large woody debris, and spawning gravels. We documented juvenile coho salmon and coastal cutthroat trout in abundance during our field survey. In addition to WFC field observations, the Washington Department of Fish and Wildlife has documented both Chum salmon and ESA-listed Puget Sound steelhead trout within North Creek.

The City’s recent purchases of several parcels near the downstream end of North Creek were strategic in that they protect both spawning grounds and rearing habitat critical for the successful reproduction and subsequent growth of salmon and trout. One of the properties also contains a perennial tributary to North Creek, running along the western edge. In the Puget Sound basin, impacts from commercial and residential development have substantially reduced the amount and quality of stream habitats available to native fish species. Over the past decade, great effort has been made to protect the remaining habitat, as protecting intact forested streamside parcels has been identified as one of the most important actions for recovering the integrity of Puget lowland streams. Similarly, state and local governments, Tribes, and non-profits have invested millions of dollars to restore fish passage where it has been blocked by undersized culverts. We understand this is the City’s plan at North Creek, where a culvert impedes access to approximately two miles of fish habitat. The protection of North Creek and planned fish passage and habitat restoration there is a recipe for a healthy watershed and improved ecosystem services including sustainable fish populations at a scale appropriate for this small watershed.

Prior Council Response

- Council received letter from Wild Fish Conservancy on February 20, 2024 in response to Gig Harbor NOW article
- Letter discussed:
 - Documented fish in North Creek during field survey in absence of RSIs
 - Unsustainability of RSIs
- Letter received praise from the Mayor Councilmembers

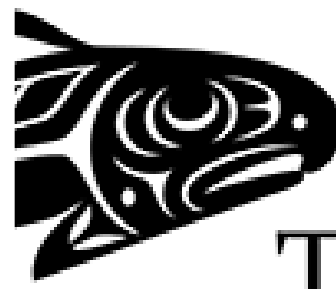




HARBOR WILDWATCH

- Mission is to inspire stewardship of the Salish Sea through education.
- Removal of the RSIs does not impact their educational programming
- Not able to commit to the ongoing operation of the RSIs





PUYALLUP TRIBE OF INDIANS

Generous and Welcoming to all People

- Currently have no input regarding the ongoing operation of the RSIs as the RSIs do not add to the biome/food source for the Puget Sound but may have educational value.
- Previously, this creek was a significant source of food for the sx^wəbabš band who lived at this location.



THE MARITIME CITY

Parametrix

- These RSIs have minimal value in adding salmon to the biomass of the Puget Sound and the Pacific Ocean due to the number of eggs incubated (~1,000,000)
- RSIs have value in providing education and community engagement, though fewer eggs are necessary
- WDFW does not encourage the replacement of the RSIs but rather remains neutral on any recommendation to replace the RSIs



Washington Department of **FISH & WILDLIFE**



WASHINGTON STATE
Recreation and
Conservation Office

- Grant funding – RSI element not part of originally proposed project
- RCO would need to review how inclusion of RSI into design is appropriate
- Redesign may result in how grant funding is reimbursed for project



Agenda

Project Background

Remote Site Incubators - Feasibility

Stakeholder Input

Summary & Next Steps



Proceed with Design Without RSIs

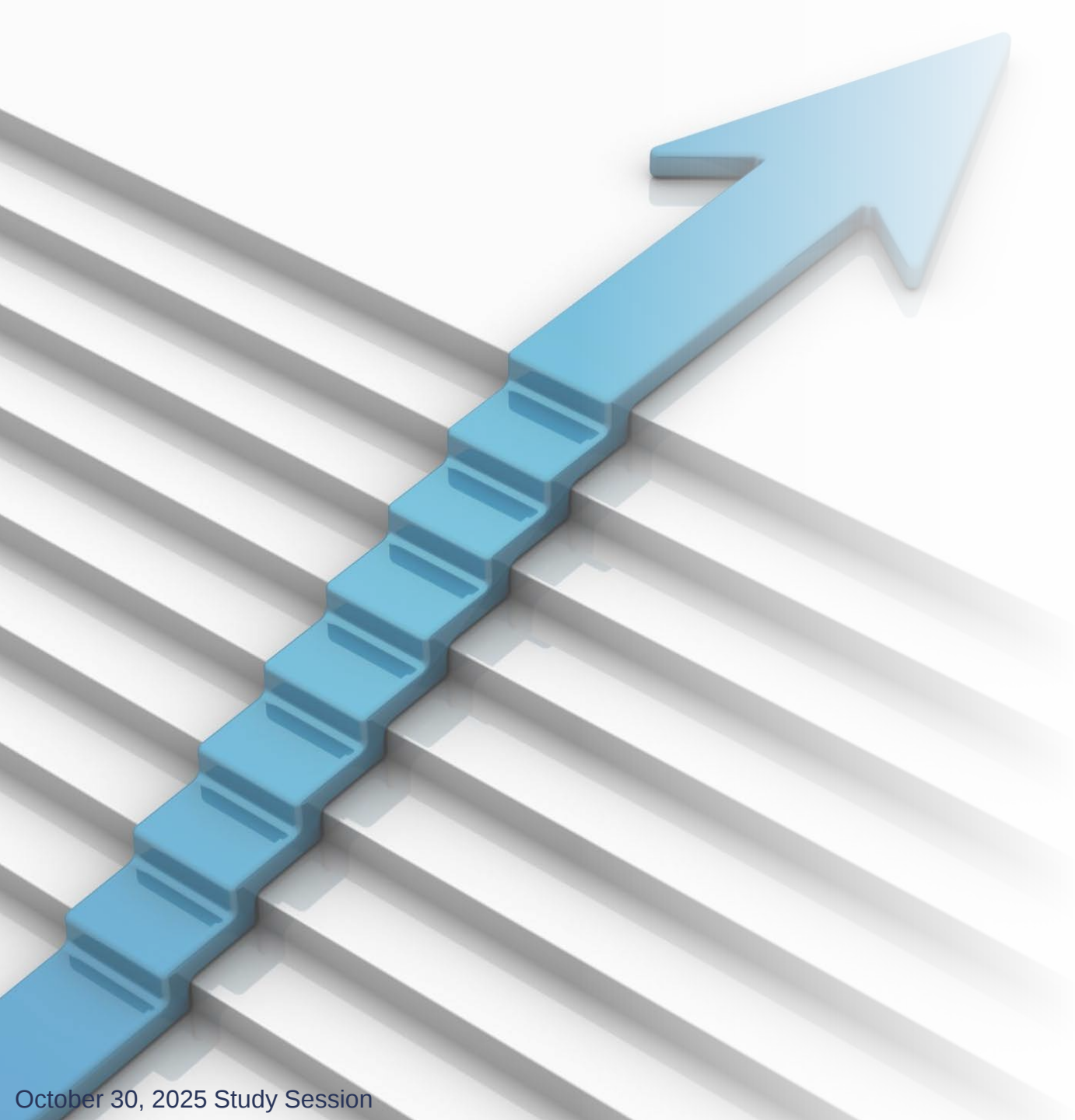
- Public Implications
 - Gig Harbor Commercial Fishermen's Civic Club will no longer have access to RSIs
- Timeline Implications
 - Final Bid Package ready in 2026, pending construction grant funding
- Cost Implications
 - No increases in costs for design or construction
 - No changes to \$350,000 grant agreement with RCO



Proceed with Design with RSIs

- Public Implications
 - May provide educational benefit
- Timeline Implications
 - Re-permitting and re-design could add an additional 12 – 18 months to design timeline
 - Water rights process could take up to 24 months
- Cost Implications
 - Potential changes to current grant agreement
 - Up to an additional \$150,000 in design and permitting fees
 - An additional \$325,000+ in construction costs for RSIs
 - Extended construction timeline = additional inflation costs
 - Total additional costs = +/- half a million dollars





Next Steps

- Council Decision
- Move Forward With Design
- Review Grant Options



Thank You

Jeff Langhelt

Public Works Director

jlangehelt@gigharborwa.gov

Steven Demmer

Associate Engineer

sdemmer@gigharborwa.gov

Steve Seville

Consultant – Parametrix

sseville@parametrix.com



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**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: October 30, 2025

SUBJECT: Summer Lane Wastewater Comprehensive Plan Technical Amendment

SUBMITTED BY: Public Works Director Jeff Langhelm

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: N/A

BACKGROUND INFORMATION: In May 2025, MP 12 applied for a wastewater comprehensive plan technical amendment in accordance with Section 1.4.2 of the city's Wastewater Comprehensive Plan (WWCP). The proposed amendment requests the subject property (APN 0221172003) that is in wastewater Basin #10 be allowed to convey sewer through a low-pressure sewer system into an existing manhole in wastewater basin #8 until such time the future sewer lift station #10 and upstream gravity line is constructed.

When considering this proposed amendment, Public Works has been asked to determine if the proposal is consistent with the WWCP.

Appendix B of the WWCP (cropped image attached) identifies the subject property as discharging into Basin #10 to a future gravity sewer main located in 38th Avenue then flowing south to the future sewer lift station #10. The city is currently preparing to further extend the future gravity sewer main from where it currently ends at the intersection of 38th Ave and 56th St to the northern edge of Basin #10, including across the frontage of the subject property. This city-led gravity sewer extension further develops the wastewater collection system in Basin #10.

The depth of the city-constructed dry sewer main will be approximately 12-feet deep along the applicant's frontage. This depth will allow just over half of the existing parcel to gravity to the future basin #10 collection system when the future lift station #10 is built, as seen on the attached Scenario #2 12-foot-Deep Potential Gravity Sewer Service map. The other portion of the parcel will be required to use a low-pressure system to move the sewage to the gravity system.

The proposed amendment does not use the gravity sewer collection system in basin #10, but instead creates a separate low-pressure sewer system for the entirety of the parcel. This separate low-pressure sewer system is not identified in the WWCP, and therefore, Public Works has determined that the proposed amendment will not develop the city's wastewater system consistent with the WWCP.

However, the developer has shown through a sewer hydraulic report that the entirety of the sewer from the Summer Lane Development may be introduced into wastewater basin #8 without exceeding sewer capacity in four (4) local sewer segments

downstream of the development (MH 8-45 to MH 8-19A). The fifth segment of sewer downstream of the subject parcel will convey sewer waste from this development regardless of route through wastewater basin #10 or wastewater basin #8. This fifth segment is where the two wastewater basins coverage conveyance.

Public Works recommends the city approve this proposed technical amendment under the following conditions

1. The development will only temporarily convey sewer from Summer Lane into wastewater basin #8 until such time the dry gravity sewer 38th Avenue adjacent to their subject parcel is connected to LS#10 and is then operable.
2. The development shall construct a dry gravity sewer to flow towards 38th Ave that is consistent with Public Works Standard and that maximizes gravity sewer within the development based on the depth of the sewer manhole located in 38th Ave.
3. The owners of those developed parcels that can be served by gravity sewer after Condition 2 above is met shall be required to abandon their low-pressure sewer system at their cost and in accordance with state and local regulations. The Developer shall record a deed of restriction for each of the lots within the Plat that can be served by gravity, on a form approved by the City noting required connection by each lot to the City's gravity sewer main within 180 days of the dry sewer mains becoming active and accepted by the City within basin #10 along with payment of any sewer latecomers fees and/or payment of any local improvement district fees; and
4. Those developed parcels that cannot be served by gravity sewer after Condition 2 above is met may remain connected through their existing low-pressure sewer system to basin 8.
5. Each parcel subsequently created through this development shall include on the face of the plat a statement that each parcel owner shall not protest a utility local improvement district, a reimbursement area, or a latecomers agreement.
6. Acceptance of any hydraulic report or technical comprehensive plan amendment does not constitute approval of the sewer design provided thus far.

FISCAL CONSIDERATION: N/A

ATTACHMENTS:

1. R-XXXX_MP12 Summer Lane Tech Amend
2. 38th Ave Sewer Extension Scenario 2.5
3. Sewer Comp Plan Basin Map

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WASTEWATER COMPREHENSIVE PLAN BY PROVIDING FOR AN INTERIM POINT OF DISCHARGE FOR THE SUMMER LANE PLAT FROM BASIN #10 TO BASIN #8.

WHEREAS, the City of Gig Harbor has received a request from the developer WH Gig Harbor, LLC. (the Developer), of the proposed Summer Lane Plat (PL-PPLAT-07-0004) for a technical amendment to the City's 2018 Wastewater Comprehensive Plan (WWCP); and

WHEREAS, the Summer Lane Plat is a 4.92-acre residential plat consisting of 16 single family lots on parcel 0221172003 located in the 5900 block of 38th Avenue; and

WHEREAS, the parcels comprising the Plat are located in sewer basin #10, which does not possess a sewer lift station to serve the Plat; and

WHEREAS, the Plat is adjacent to the sewer basin boundary with basin #8 and active sewer conveyance discharging to sewer lift station #8; and

WHEREAS, the Developer's technical amendment requests an interim sewer discharge point at the active sewer conveyance in sewer basin #8 by way of individual grinder pumps at each lot within the plat; and

WHEREAS, Section 1.4.2 of the WWCP requires technical amendments to be adopted by resolution by the City Council; and

WHEREAS, the Owner has provided a report prepared by Contour Engineering dated August 2025 that describes the proposal: and

WHEREAS, the City Staff has reviewed a request by the Owner for a WWCP technical amendment, related technical information from both Contour Engineering; and

WHEREAS, the Public Works Director believes the information provided by the developer sufficiently justifies a technical amendment to the WWCP; and

WHEREAS, in 2008 as part of the City's 56th Street/Olympic Drive Improvement Project the City installed over \$200,000 worth of dry sewer mains intended to serve plats along 38th Avenue, including Plat; and

WHEREAS, in 2026 as part of the City's 38th Avenue Half-Width Improvement Project the City will be installing over \$1 million worth of dry sewer mains intended to serve plats along 38th Avenue, including the Summer Lane Plat; and

WHEREAS, if the requested technical amendment is approved the City's 2008 and 2025 dry sewer investment in sewer basin #10 will continue to go unused; and

WHEREAS, at the City's Council's October 30, 2025 Study Session, the City Council heard the Owner's requested comprehensive plan amendment and recommended the request move forward to the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. Provided that the Developer agrees to the conditions set forth in Sections 2 and 3 below, Appendix B of the Wastewater Comprehensive Plan shall be revised to note the interim allowance of grinder pumps for the Summer Lane Plat discharging from basin #10 to basin #8 without the construction of LS#10A; and

Section 2. The development will only temporarily convey sewer from Summer Lane into wastewater basin #8 until such time the dry gravity sewer 38th Avenue adjacent to their subject parcel is connected to LS#10 and is then operable.

Section 3. The Developer shall construct a dry gravity sewer that is consistent with Public Works Standard for the development that maximizes gravity sewer to the development based on the depth of the sewer manhole located in 38th Ave..

Section 4. The owners of those developed parcels that can be served by gravity sewer after Condition 3 above is met shall be required to abandon their low-pressure sewer system at their cost and in accordance with state and local regulations. The Developer shall record a deed of restriction for each of the lots within the Plat that can be served by gravity, on a form approved by the City noting required connection by each lot to the City's gravity sewer main within 180 days of the dry sewer mains becoming active and accepted by the City within basin #10 along with payment of any sewer latecomers fees and/or payment of any local improvement district fees; and

Section 5. Those developed parcels that cannot be served by gravity sewer after Condition 3 above is met may remain connected through their existing low-pressure sewer system to basin 8.

Section 6. Each parcel subsequently created through this development shall include on the face of the plat a statement that each parcel owner shall not protest a utility local improvement district, a reimbursement area, or a latecomers agreement.

Section 7. Acceptance of any hydraulic report or technical comprehensive plan amendment does not constitute approval of the sewer design provided thus far.

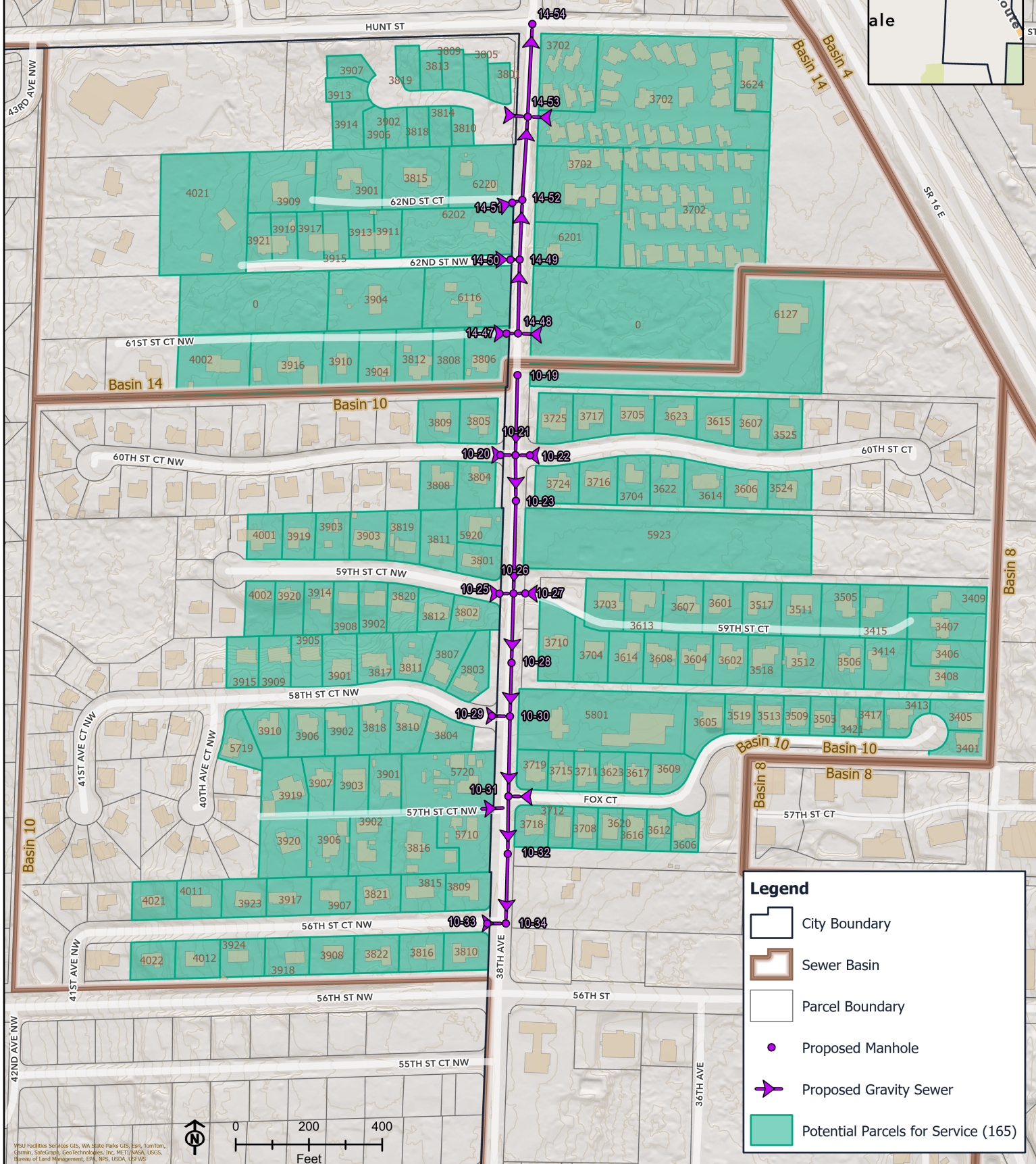
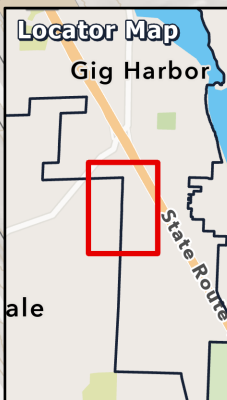
PASSED this _____ day of _____, 2025.

Mary Barber, Mayor

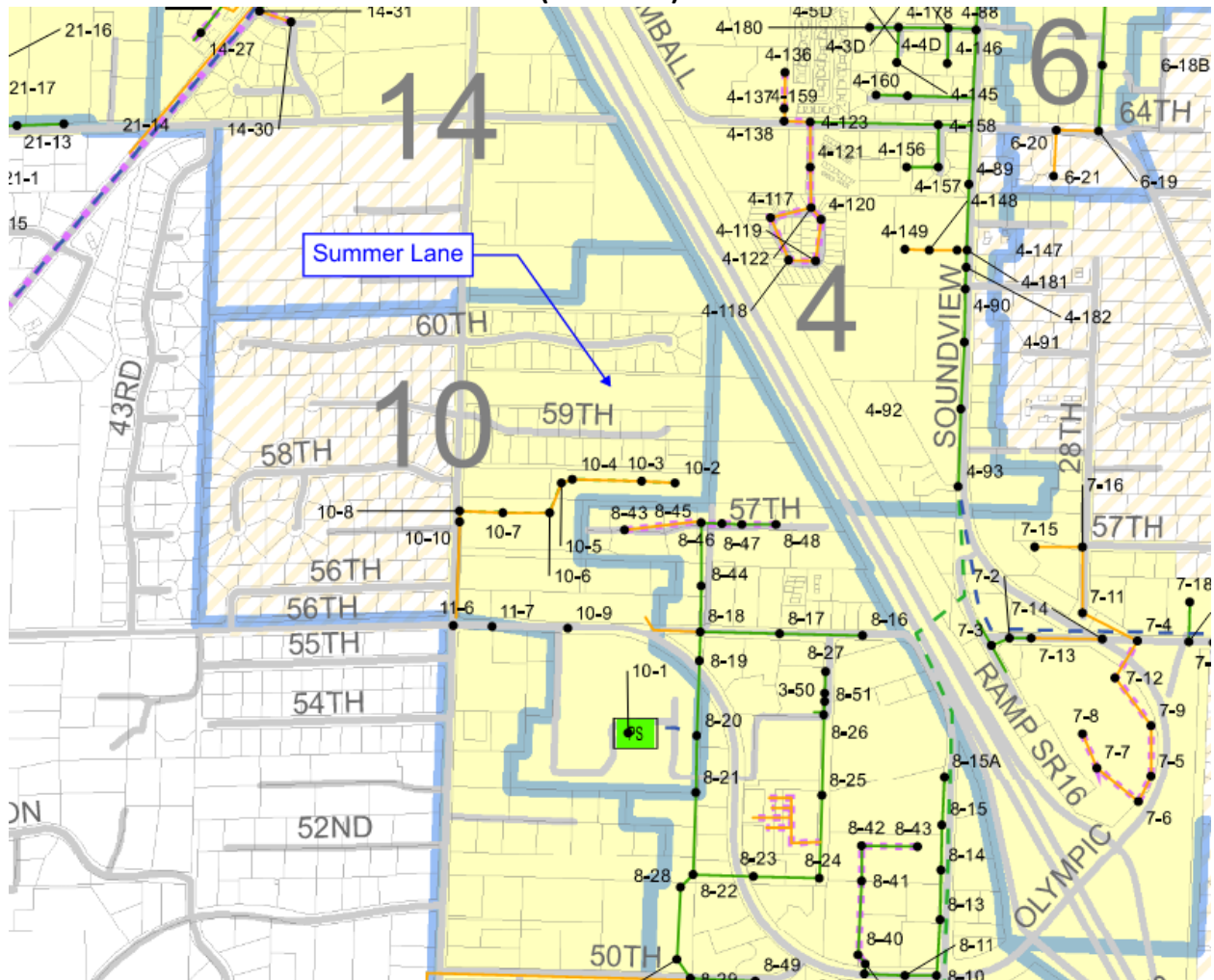
ATTEST:

Josh Stecker, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



APPENDIX B
WASTEWATER COMPREHENSIVE PLAN BASIN MAP
(CROPPED)





**City of Gig Harbor
City Council Agenda Bill**

Meeting Date: October 30, 2025

SUBJECT: Gig Harbor North Trail Easement

SUBMITTED BY: Jeff Langhelm

DEPARTMENT: Public Works

PHONE: (253) 853-7630

SUGGESTED MOTION: N/A

BACKGROUND INFORMATION: There currently exists a series of walking trails around a large wetland in Gig Harbor North. The wetland is located east of Harbor Hill Drive and north and west of Sentinel Drive. The city already owns a portion of these trails along the north, east, and south sides of the wetland. See the attached map.

However, the trail along the west side of the wetland was created as a utility easement and associated maintenance road for the Business Park at Harbor Hill, which remains in private ownership. The trail along the utility easement is over properties that are now owned by Harbor Hill LLC, Peninsula School District, and Harbor Christian Center. The recorded plat for the Business Park at Harbor Hill identifies that the trail along the utility easement was intended to be handed over to the city for operation and maintenance as a public trail.

The attached proposed easement agreement would transfer operation and maintenance of the trail to the city once certain improvements to the utility easement road were completed by the property owners and approved by the city. The easement agreement stipulates these improvements must be completed before the effective date of the agreement and at the sole expense of the three property owners.

Staff and the property owners have been working for a long time to agree on the language in the easement agreement. Staff and RMSA have considered the impacts to maintenance and liability. Staff supports proceeding with the proposed easement agreement.

FISCAL CONSIDERATION: Entering into this easement agreement will increase the city's maintenance costs to maintain a new public trail.

ATTACHMENTS:

1. Harbor Hill Business Park Trail and Utility Easement Agreement
2. Gig Harbor North Wetland and Trails Map

STRATEGIC PLAN PRIORITY: Ensure sustainable future for public services and facilities

After Recording, Return To:

Marco de Sa e Silva
Davis Wright Tremaine LLP
929 108th Avenue N.E., Suite 1500
Bellevue, Washington 98004-4786

**HARBOR HILL BUSINESS PARK
TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT**

Grantors: Harbor Hill LLC, a Washington limited liability company
Peninsula School District No. 401, a Washington municipal corporation
Harbor Christian Center, a Washington nonprofit corporation
Harbor Hill Maintenance Association No. 2, a Washington nonprofit corporation

Grantee: City of Gig Harbor, a Washington municipal corporation

Abbreviated Legal Descriptions:

Harbor Hill Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL (A):
PARCEL A OF BLA 2013-03-15-5004
School District Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL:
PARCEL A OF BLA 2020-01-30-5007
Church Property: Section 31 Township 22 Range 02 Quarter 13 BUSINESS PARK AT HARBOR HILL SLY 6.1787 ACS
OF LOT 4 PER BLA 2007-10-19-5003
Association Property: Section 31 Township 22 Range 02 Quarter 42 Plat BUSINESS PARK AT HARBOR
HILL TRACT B
Situate in Pierce County, Washington.
Complete legal description is at Exhibit A attached hereto.

Assessor's Property Tax Parcel Account Numbers:

Harbor Hill Property:	4002470061
School District Property:	4002470110
Church Property:	4002470041
Association Property:	4002470080

Reference Numbers of Related Documents: Auditor's File No. 200605235007 (Plat of the Business Park at Harbor Hill); Auditor's File No. 200711290681 (Amendment No. 1 to Declaration of Covenants, Conditions, and Restrictions (Business Park Covenants)); Auditor's File No. 201712275011 (Alteration to the Plat of the Business Park at Harbor Hill)

HARBOR HILL BUSINESS PARK TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT

THIS HARBOR HILL BUSINESS PARK TRAIL AND UTILITY EASEMENT MODIFICATION AGREEMENT dated for reference purposes only as of July [REDACTED], 2025 (this “Agreement”), is made by and among the CITY OF GIG HARBOR, a Washington municipal corporation (the “City”), HARBOR HILL LLC, a Washington limited liability company (“Harbor Hill”), PENINSULA SCHOOL DISTRICT NO. 401, a municipal corporation of the State of Washington (the “School District”), HARBOR CHRISTIAN CENTER, a Washington nonprofit corporation (the “Church”), and HARBOR HILL MAINTENANCE ASSOCIATION NO. 2, a Washington nonprofit corporation (the “Association”). The Effective Date of this Agreement is defined in Section 14 below.

RECITALS

- A. Harbor Hill is the current owner of the real property legally described as the Harbor Hill Property on Exhibit A-1 attached hereto (the “Village Center Property”).
- B. The School District is the current owner of the real property legally described as the School District Property on Exhibit A-2 attached hereto (the “School District Property”).
- C. The Church is the current owner of the real property legally described as the Church Property on Exhibit A-3 attached hereto (the “Church Property”).
- D. The Association is the current owner of the real property legally described as the Association Property on Exhibit A-4 attached hereto (the “Association Property”).
- E. In this Agreement, Harbor Hill, the School District, the Association, and the Church may be collectively referred to as the “Property Owners,” and the Village Center Property, School District Property, Association Property, and Church Property may be referred to individually as a “Parcel” and collectively as the “Property.”
- F. The City is the current owner, beneficiary, and holder, on behalf of the public, of a public pedestrian trail easement (the “2006 Trail Easement”) under the paragraph that begins with the words “THE 50-FOOT TRAIL AND UTILITY EASEMENT” and ends with the words “SHALL BE CONSTRUCTED, OWNED AND MAINTAINED BY THE CITY OF GIG HARBOR,” which is the final paragraph in the section entitled “EASEMENT PROVISIONS” on Sheet 2 of the plat of the Business Park at Harbor Hill, as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 200605235007, and as amended by the Alteration to the Business Park at Harbor Hill, as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 201712275011 (as amended, the “Plat”). The 2006 Trail Easement, together with all utility easement rights established

in the Plat paragraph that is described in the preceding sentence, may be referred to collectively in this document as the “2006 Multi-Use Easement.” For the sake of clarity, the 2006 Multi-Use Easement means both the 2006 Trail Easement and the utility easement rights that are established on the Plat and described as “50-FOOT TRAIL AND UTILITY EASEMENT” or “50’ TRAIL & UTILITY EASEMENT.”

- G. Before the making of this Agreement, under Section 1 of Amendment No. 1 to Declaration of Covenants, Conditions, and Restrictions (Business Park Covenants), as recorded in the real property records of Pierce County, Washington, under Auditor’s File No. 200711290681, each Property Owner was obligated to maintain at its sole expense all trail facilities and trail easement areas that may be located within the Property Owner’s Parcel until the City of Gig Harbor or other governmental authority shall accept responsibility for such maintenance.
- H. The area currently encumbered by the 2006 Multi-Use Easement (the “Easement Area”) is graphically depicted as “50’ TRAIL & UTILITY EASEMENT” on Sheets 3, 4, and 5 of the Plat and is graphically depicted as “CURRENT EASEMENT AREA” on Exhibit B attached hereto. The Easement Area is located entirely within the Property.
- I. An unpaved storm water management and utility maintenance access road and appurtenant facilities (collectively, the “Road”) exists within the Property as of the date of this Agreement, currently is owned by each Property Owner to the extent it is located within the Property Owner’s Parcel, and is located partly within the Easement Area and partly outside the Easement Area. The Road location is shown generally on the drawing attached hereto as Exhibit B. References in this Agreement to the “Road” mean only roadway improvements and appurtenant facilities, not land.
- J. Shortly before the effective date of this Agreement, Harbor Hill at its sole expense made certain improvements to the Road, which have been inspected and approved by the City, and which have enabled the City (1) to find that the Road, as of the date of this Agreement, is constructed generally to the standard of municipally-owned and municipally-maintained recreational trails in code cities in the State of Washington, (2) to approve the Road for use by the public as a recreational trail, and (3) to assume responsibility for maintaining, repairing, and replacing the Road to the extent necessary to continue public use of the Road as a recreational trail in perpetuity, subject to cost recovery from the Association for a portion of such maintenance, repair, and replacement costs, as described below.
- K. In addition, underground sanitary sewer and storm water conveyance facilities currently are located within the Easement Area, and other utility facilities in the future might also be located within the Easement Area (collectively, the “Utilities”).

- L. The Road was constructed by Harbor Hill or its predecessor in interest for access to Utilities within the Easement Area for construction, maintenance, and repair work, but the Road currently also is used by members of the public as a recreational trail.
- M. In this Agreement, “Facilities” means the Road and Utilities as they may be improved, relocated, and replaced from time to time, together with customary accessory and appurtenant facilities.
- N. The parties to this Agreement desire to modify the Easement Area so that most segments of the Road are located entirely within the Easement Area, and to allocate responsibility between the City and the Association for the maintenance of the Road, and to make other agreements, all as described hereinbelow.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Confirmation of 2006 Trail Easement.** The parties confirm, and the City accepts, the 2006 Trail Easement as modified by this Agreement. It is acknowledged and agreed that the 2006 Trail Easement is a perpetual nonexclusive easement.
2. **Ownership of Road.** The Property Owners hereby convey and transfer ownership of the Road to the City, reserving to the Property Owners and to all public and private utility service providers that are beneficiaries of the utility easement rights that are established on the Plat and described as “50-FOOT TRAIL AND UTILITY EASEMENT” or “50’ TRAIL & UTILITY EASEMENT” the perpetual nonexclusive rights to maintain, repair, replace, and use the Road. Any portion of the Road that is located within the Easement Area may be used by the public for recreational trail purposes and may be used by the Association and utility service providers for construction, maintenance, and repair work to the extent not in conflict with the City’s rights and obligations contained in this Agreement and also consistent with the maintenance of the Road by the City and the use of the Easement Area for recreational trail purposes.
3. **Maintenance of Road.** The City shall maintain, repair, and replace the Road (“Road Maintenance”), to the standard of municipally-owned and municipally-maintained recreational trails in code cities in the State of Washington and sufficient to support use of the Road as an unpaved utility service road, provided, however, that the cost of such Road Maintenance shall be allocated equally between the City and the Association except as follows: (a) the portion of the Road Maintenance expense that is caused by damage to the Road by the Association and any utility service provider, other than by ordinary wear and tear, which requires maintenance and repair to bring the Road back up to the standard of an unpaved utility service road, shall be paid by the Association, which may seek reimbursement from any utility service provider

causing damage, and (b) the portion of the Road Maintenance expense that pertains to new trail facilities that might be constructed by the City in the future, at the City's discretion, separate from the existing Road, including without limitation new gravel or pavement facilities, shall be paid by the City. The City shall deliver to the Association reasonable advance notice of Road Maintenance expenses expected to exceed a total of US\$5,000 in any calendar year and shall give reasonable consideration to any objections delivered by the Association to any proposed Road Maintenance expense. The Association shall pay to the City the Association's share of Road Maintenance expenses within thirty (30) days after written demand by the City from time to time.

4. **No Maintenance of Road and Utilities by Property Owners.** The Property Owners shall have no obligation to maintain, repair, or replace, or to share in the cost of maintenance, repair, or replacement, of the Road or the Utilities, except indirectly by their payment of assessments to the Association.
5. **Control Over Public Use of Easement Area for Recreational Trail Purposes.** The City shall govern and regulate public use of the Easement Area for recreational trail purposes, in order to promote public health and safety. The City may prohibit or regulate motorized vehicle use and other activities deemed unsafe by the City and may prohibit public access within the Easement Area if unsafe conditions are present in the Easement Area. In addition, if the Association determines that unsafe conditions are present in the Easement Area, and during use of the Easement Area for construction, maintenance, or repair work, the Association may prohibit public access within the Easement Area.
6. **Modification of Easement Area (Except Within Village Center Property).** Effective as of the date of this Agreement, the Easement Area is modified to comprise only the real property legally described on Exhibit C attached hereto (the "Revised Easement Area"), which is graphically depicted as "REVISED EASEMENT AREA" on Exhibit B attached hereto, and which includes (a) all portions of the School District Property, Association Property, and Church Property within which any Road segment is located as of the date of this Agreement, and (b) some portions of the Village Center Property within which any Road segment is located as of the date of this Agreement.
7. **Establishment of New Temporary Trail Easement (Within Village Center Property Only).** To the extent that any portions of the Road is located outside of the Revised Easement Area within the Village Center Property as of the date hereof, such portions and the land within two (2) feet of such portions may be referred to herein as the "Village Center Road Encroachment Area." Within the Village Center Road Encroachment Area, there is hereby created, declared, and established a temporary nonexclusive easement for recreational trail use (the "Temporary Village Center Trail Easement"), which easement shall expire and terminate on the first to occur of the following dates: (a) December 31, 2028, (b) the date of commencement of construction of improvements having an estimated value of US\$1,000,000 or more within the Village Center Property, or (c) the date on which either the Road or other

public recreational trail, located within the Current Easement Area within the Village Center Property, connects Borgen Boulevard with the southerly boundary of the Village Center Property. The Village Center Road Encroachment Area is shown generally on the drawing attached hereto as Exhibit B. Harbor Hill may exercise the same relocation rights as to the Temporary Village Center Trail Easement Area and Facilities that any Property Owner may exercise under this Agreement as to the Easement Area and Facilities.

8. **Consent to Use Road for Recreational Trail Use.** Each Property Owner hereby consents to public use of the portion of the Road that is located within the portion of the Revised Easement Area that is located within the Property Owner's Parcel for recreational trail use, subject to the provisions of this Agreement.
9. **Easement Area Relocation Option.** Each Property Owner at any time and from time to time may at its option relocate any segment of the Easement Area and Facilities to any other portion of its Parcel, provided that (a) the relocation shall not impair, interrupt, or prevent at any time the use of or access to utility facilities within the Easement Area, (b) the relocation shall not impair, interrupt, or prevent for more than ninety (90) days within any calendar year the use of trail facilities within the Easement Area, (c) the new Easement Area and Facilities shall be equal to or better than the prior Easement Area and Facilities in quality and performance, (d) the Property Owner causing the relocation shall bear all costs of relocation, including costs of the physical relocation of the Facilities and costs of preparing and recording an amendment to this Agreement to describe the relocated Easement Area, and (e) there shall be physical contiguity between the relocated Easement Area and Facilities and the remaining Easement Area and Facilities. Upon the request of any relocating Property Owner, the City and other Property Owners shall execute and deliver an amendment to this Agreement to describe the relocated Easement Area, which amendment shall be recorded in the real property records of Pierce County, Washington.
10. **No Third Party Beneficiaries.** There are no beneficiaries of this Agreement except the City, the Property Owners, and the Association. No member of the public who is not a Property Owner as defined above shall have any entitlement or right under this Agreement or the 2006 Multi-Use Easement or within the Easement Area.
11. **Assumption of Risk.** The Association and the Property Owners make no warranty or representation as to the condition, safety, or suitability of the Easement Area or the Road for any purpose, including without limitation the City's intended use. The City expressly assumes all risks relating to condition and use of the Easement Area and the Road.
12. **Indemnification.** The City shall defend, indemnify, and hold the Association and Property Owners, their respective successors and assigns, and their respective agents, contractors, directors, employees, guests, licensees, managers, members, officers, subtenants, and tenants (collectively, the "Property Owner Indemnified Parties"),

harmless from and against any and all losses, damages, claims, penalties, liabilities, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by the Property Owner Indemnified Parties and arising out of or related to the exercise by the City of any rights under this Agreement or the 2006 Trail Easement, the breach by the City of any obligations under this Agreement or the 2006 Trail Easement, public use of the Easement Area and/or the Road, or the alteration, condition, improvement, maintenance, repair, and replacement of the Road by the City.

13. **Attorneys' Fees.** If any party or any other person shall bring any action relating to the enforcement or interpretation of any provision of this Agreement, the substantially non-prevailing party shall pay the substantially prevailing party a reasonable sum for attorneys' fees and costs incurred in such action, at trial and on appeal, and such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action.
14. **Effective Date.** The effective date of this Agreement (the "Effective Date") is [REDACTED], 2025, which is the date on which the City approved its final inspection of the improvements to the Road made by Harbor Hill, as described in the recitals above.
15. **Recitals.** The recitals above are hereby incorporated into this Agreement by this reference.
16. **General.** This Agreement shall be recorded in the real property records of Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below, effective as of the Effective Date set forth above.

PENINSULA SCHOOL DISTRICT NO. 401

By: _____
Its: _____
Date: _____

HARBOR CHRISTIAN CENTER

By: _____
Its: _____
Date: _____

HARBOR HILL MAINTENANCE ASSOCIATION NO. 2

By: _____
Its: _____
Date: _____

HARBOR HILL LLC

By: _____
Its: _____
Date: _____

CITY OF GIG HARBOR

By: _____
Its: Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the _____ of Peninsula School District No. 401 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the _____ of Harbor Hill Maintenance Association No. 2 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the _____ of Harbor Christian Center to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the _____ of Harbor Hill LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument, and

v. -

acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBITS:

- A - Legal Description of Village Center Property, School District Property, Association Property, and Church Property
- B - Drawing (Showing Village Center Property, School District Property, Association Property, Church Property, the Road, Current Easement Area, Revised Easement Area, and Village Center Road Encroachment Area)
- C - Legal Description of Revised Easement Area

EXHIBIT A

Legal Description of Village Center Property, School District Property, Church Property, and Association Property

Exhibit A-1: Village Center Property:

PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED MARCH 15, 2013 UNDER RECORDING NO. 201303155004, IN PIERCE COUNTY, WASHINGTON.

Exhibit A-2: School District Property:

PARCEL A:

THE NORTHERLY 5.3367 ACRES OF THE REVISED LOT 4 OF THE PLAT OF THE BUSINESS PARK AT HARBOR HILL PER BOUNDARY LINE ADJUSTMENT RECORDED IN PIERCE COUNTY, WASHINGTON UNDER RECORDING NO. 200710195003 FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO HARBOR HILL DRIVE;

THENCE NORTH 1°10'47" EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 514.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°10'47" EAST ALONG THE EASTERLY MARGIN OF HARBOR HILL DRIVE 428.04 FEET TO THE NORTHERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH 88°15'35" EAST ALONG THE NORTHERLY BOUNDARY 585.60 FEET TO THE EASTERLY BOUNDARY OF THE PARCEL;

THENCE SOUTH 05°02'54" WEST 12.02 FEET;

THENCE SOUTH 27°57'14" WEST 112.58 FEET;

THENCE SOUTH 01°33'50" EAST 199.54 FEET;

THENCE SOUTH 00°23'25" WEST, 110.52 FEET TO THE SOUTHERLY BOUNDARY OF THE PARCEL;

THENCE NORTH 88°49'13" WEST, 545.12 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

(ALSO KNOWN AS LOT 4 PARCEL B OF RECORD OF SURVEY RECORDED UNDER RECORDING NO 200805135014).

PARCEL B:

LOT 5, BUSINESS PARK AT HARBOR HILL, ACCORDING TO THE PLAT THEREOF ON FILE UNDER RECORDING NO. 200605235007 RECORDS OF PIERCE COUNTY, WASHINGTON.

EXCEPT THE SOUTH 113.00 FEET THEREOF.

(WHICH WAS FORMERLY KNOWN AS REVISED PARCEL B OF BOUNDARY UNE
ADJUSTMENT RECORDED UNDER RECORDING NO, 200710195003).

ALSO EXCEPT THE NORTH 180.00 FEET THEREOF.

(ALSO KNOWN AS REVISED PARCEL B OF BOUNDARY LINE ADJUSTMENT
RECORDED UNDER RECORDING NO. 201303155004).

Exhibit A-3: Church Property:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL ADJACENT TO
HARBOR HILL DRIVE;

THENCE NORTH 01°10'47" EAST 514.00 FEET;

THENCE SOUTH 88°49'33" EAST 545.12 FEET TO THE EAST LINE BOUNDARY OF THE
PARCEL;

THENCE SOUTH 00° 23'25" WEST 166.04 FEET;

THENCE SOUTH 14°58'51" WEST 189.59 FEET;

THENCE SOUTH 14° 21'47" WEST 80.49 FEET;

THENCE SOUTH 07° 08'30" EAST 72.31 FEET;

THENCE SOUTH 30°59'20" EAST 22.32 FEET TO THE SOUTHERLY BOUNDARY OF THE
PARCEL;

THENCE NORTH 88°15'35" WEST 506.20 FEET TO THE SOUTHWEST CORNER OF SAID
PARCEL AND THE BEGINNING OF THIS DESCRIPTION.

Exhibit A-4: Association Property:

TRACT B OF THE PLAT OF BUSINESS PARK AT HARBOR HILL, PIERCE COUNTY
AUDITOR'S FILE NO. 200605235007.

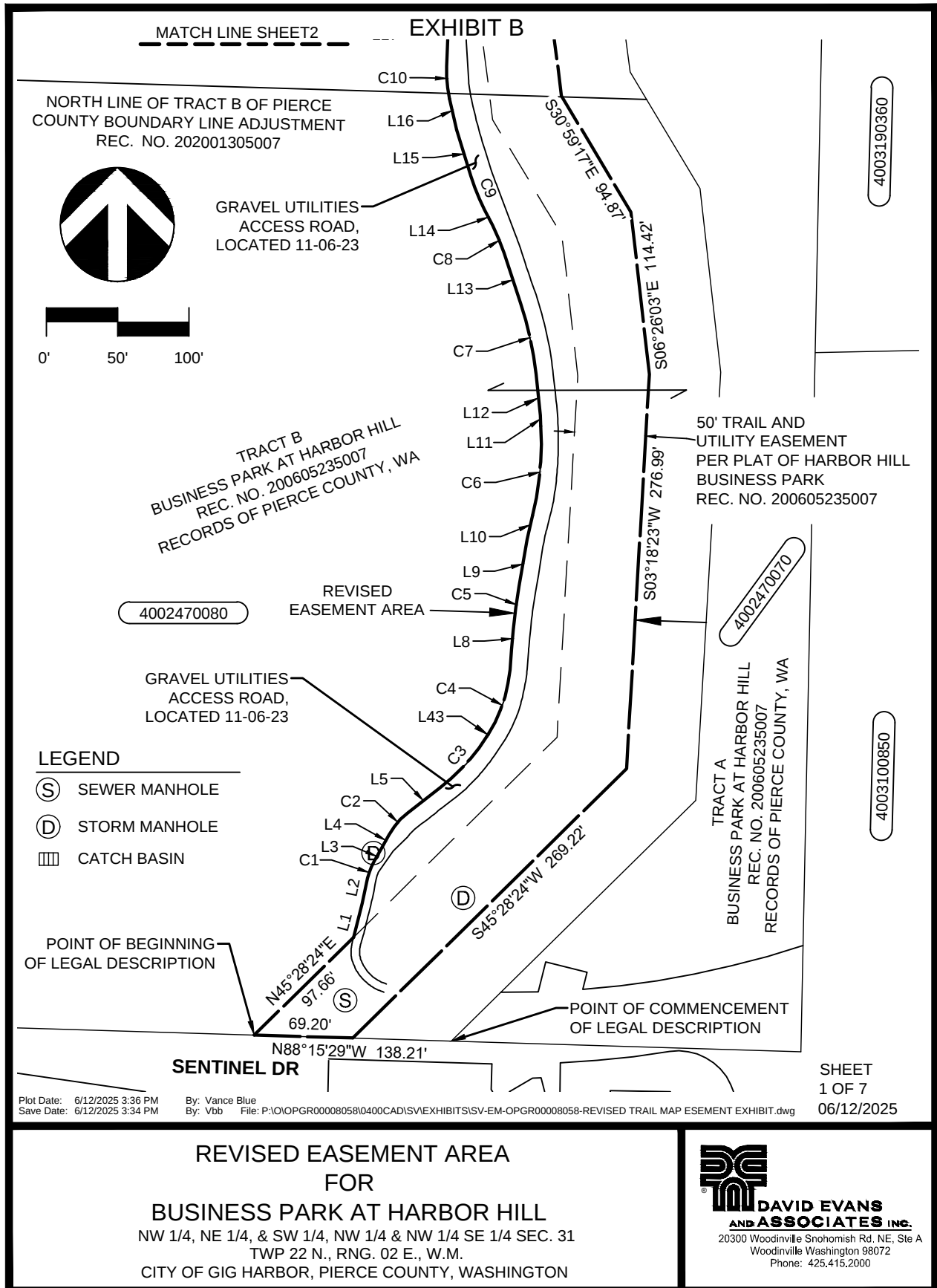
ALL OF THE ABOVE-DESCRIBED REAL PROPERTY BEING SITUATE IN THE CITY OF GIG HARBOR,
COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Drawing

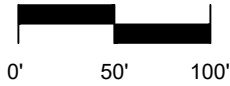
(Showing Village Center Property, School District Property, Association Property, Church Property, the Road, Current Easement Area, Revised Easement Area, and Village Center Road Encroachment Area)

(See attached pages.)



MATCH LINE SHEET 3

EXHIBIT B



PARCEL A
PIERCE COUNTY
BLA PL-BLA-19-0001
REC. NO. 202001305007

SOUTH LINE OF PARCEL A OF PIERCE
COUNTY BOUNDARY LINE ADJUSTMENT
REC. NO. 202001305007

50' TRAIL AND
UTILITY EASEMENT
PER PLAT OF HARBOR
HILL BUSINESS PARK
REC. NO. 200605235007
RECORDS OF PIERCE COUNTY, WA

LOT 4
BUSINESS PARK AT HARBOR HILL
REC. NO. 200605235007
RECORDS OF PIERCE COUNTY, WA

GRAVEL UTILITIES
ACCESS ROAD,
LOCATED 11-06-23

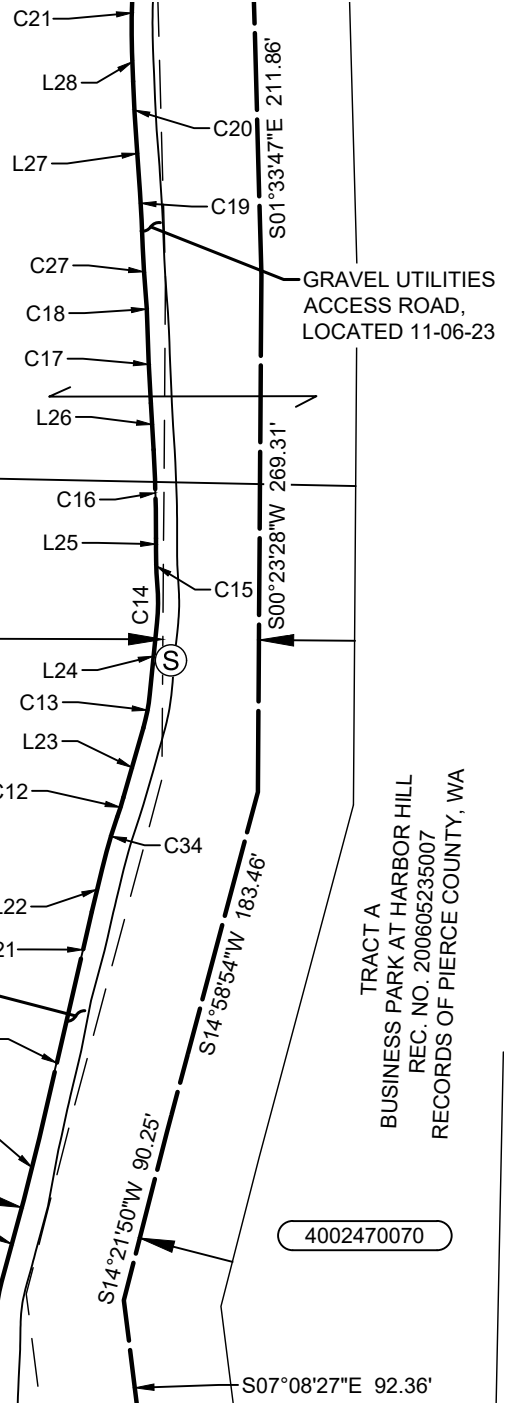
4002470041

REVISED
EASEMENT AREA

LEGEND

- (S) SEWER MANHOLE
- (D) STORM MANHOLE
- ▤ CATCH BASIN

MATCH LINE SHEET 1



SHEET
2 OF 7

Plot Date: 6/12/2025 3:36 PM
Save Date: 6/12/2025 3:34 PM

By: Vance Blue
By: Vbb File: P:\O\OPGR00008058\0400CAD\SV\EXHIBITS\SV-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

06/12/2025

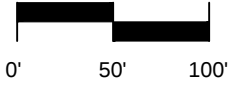
REVISED EASEMENT AREA FOR

BUSINESS PARK AT HARBOR HILL
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd., NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT B



MATCH LINE SHEET 4

4002470110
50' TRAIL AND
UTILITY EASEMENT
PER PLAT OF HARBOR
HILL BUSINESS PARK
REC. NO. 200605235007
RECORDS OF PIERCE COUNTY, WA

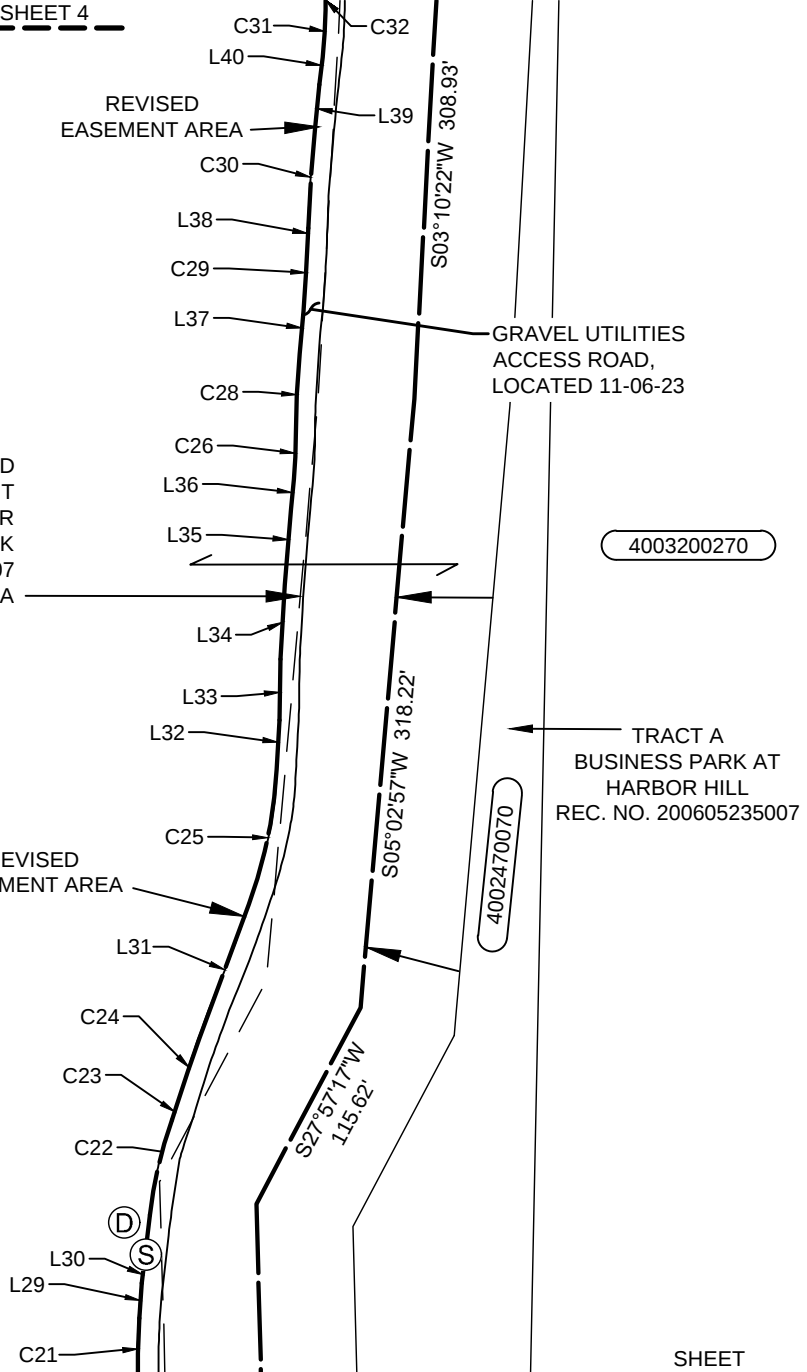
PARCEL A
PIERCE COUNTY
BLA PL-BLA-19-0001
REC. NO. 202001305007

REVISED
EASEMENT AREA

LEGEND

- (S) SEWER MANHOLE
- (D) STORM MANHOLE
- ▨ CATCH BASIN

MATCH LINE SHEET 2



SHEET
3 OF 7
06/12/2025

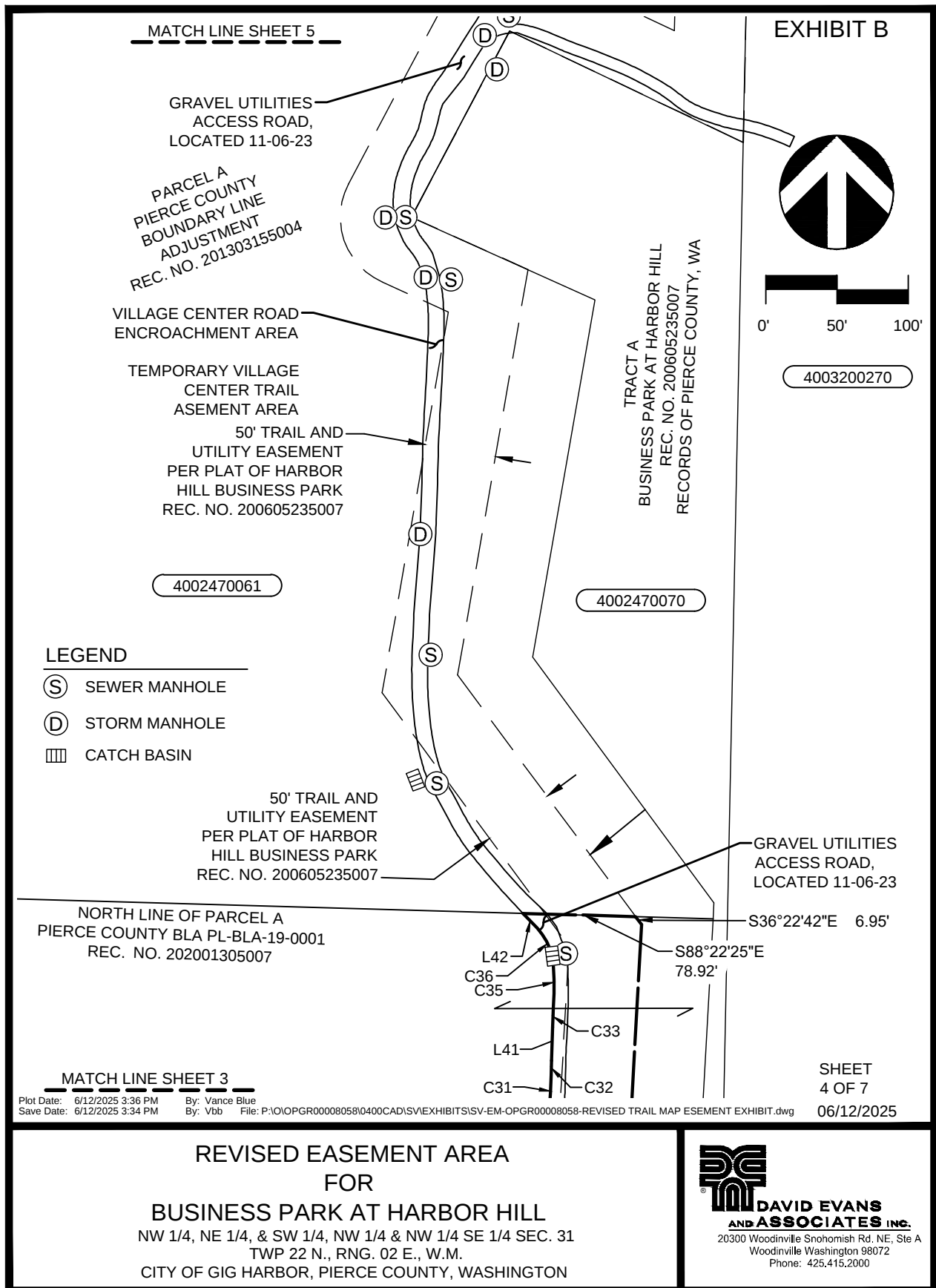
Plot Date: 6/12/2025 3:36 PM By: Vance Blue
Save Date: 6/12/2025 3:34 PM By: Vbb File: P:\O\OPGR00008058\0400CAD\SV\EXHIBITS\SV-EM-OPGR00008058-REVISED TRAIL MAP ESEMENT EXHIBIT.dwg

REVISED EASEMENT AREA FOR

BUSINESS PARK AT HARBOR HILL
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000



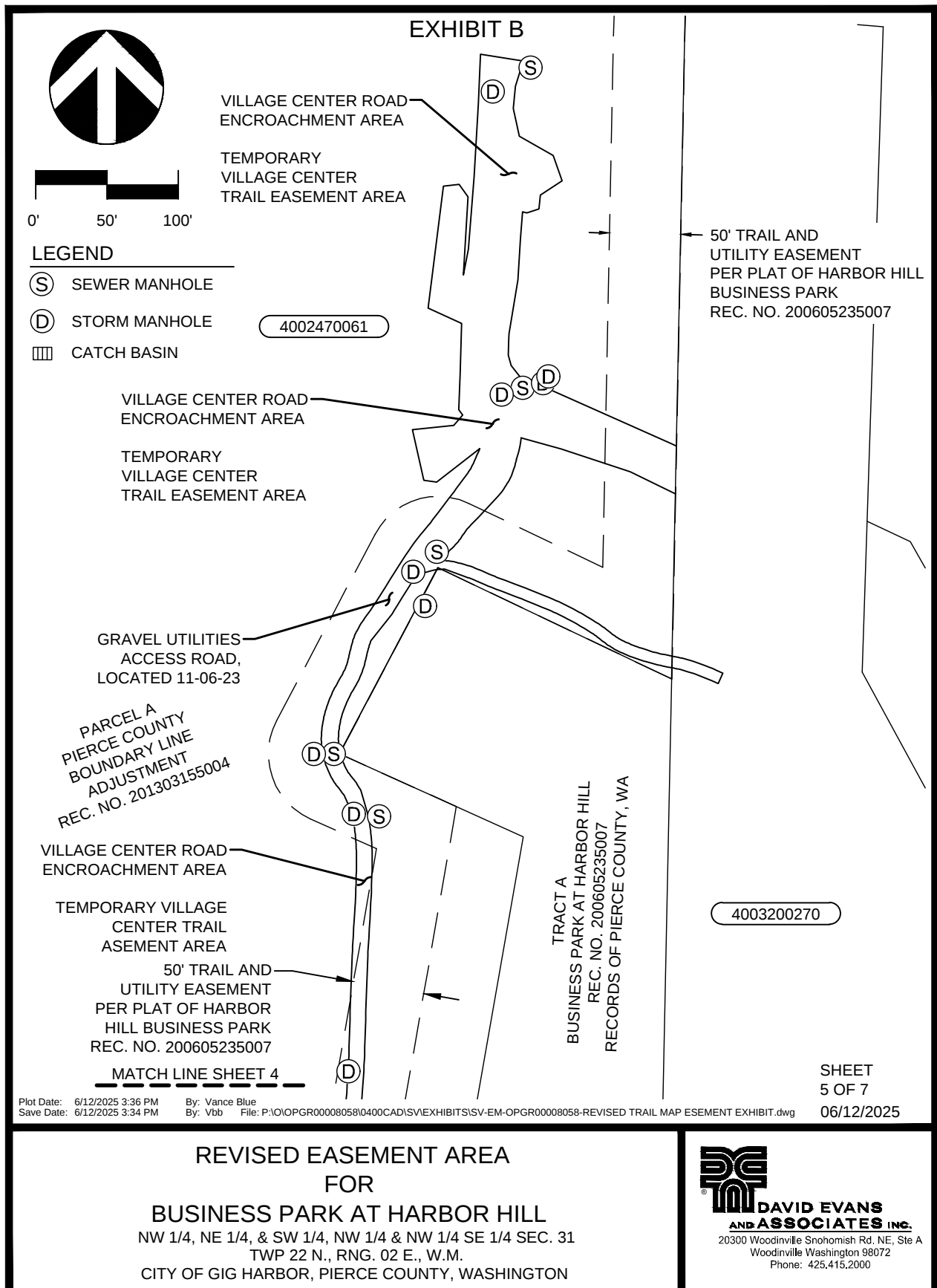


EXHIBIT B

Line Table			Line Table		
Line	Bearing	Length	Line	Bearing	Length
L1	N14° 19' 40"E	24.56	L28	N02° 04' 07"W	15.10
L2	N11° 56' 39"E	18.00	L29	N03° 59' 33"E	18.22
L3	N30° 07' 47"E	10.75	L30	N06° 41' 02"E	35.63
L4	N28° 43' 16"E	10.25	L31	N20° 15' 34"E	74.35
L5	N52° 16' 22"E	28.89	L32	N03° 05' 00"E	25.78
L8	N05° 26' 35"E	14.10	L33	N01° 11' 14"E	31.88
L9	N09° 30' 08"E	33.79	L34	N03° 16' 44"E	38.75
L10	N13° 28' 53"E	16.95	L35	N04° 34' 20"E	39.65
L11	N02° 56' 42"W	7.49	L36	N05° 24' 26"E	15.52
L12	N06° 06' 52"W	29.13	L37	N05° 01' 33"E	22.28
L13	N18° 21' 10"W	36.83	L38	N02° 06' 24"E	5.07
L14	N26° 56' 05"W	12.33	L39	N05° 35' 54"E	23.20
L15	N17° 15' 47"W	34.13	L40	N06° 43' 08"E	14.41
L16	N12° 28' 04"W	22.21	L41	N01° 47' 01"E	23.57
L17	N02° 11' 19"E	60.40	L42	N43° 23' 57"W	14.19
L18	N15° 08' 22"E	44.12	L43	N32° 17' 28"E	1.79
L19	N14° 13' 29"E	33.14			
L20	N13° 02' 22"E	75.92			
L21	N13° 00' 23"E	45.17			
L22	N13° 29' 45"E	22.77			
L23	N15° 58' 55"E	37.67			
L24	N05° 45' 26"E	37.39			
L25	N00° 10' 09"E	6.17			
L26	N03° 21' 00"W	24.30			
L27	N04° 16' 38"W	10.83			

SHEET
6 OF 7
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REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

DE
DAVID EVANS
AND ASSOCIATES INC.
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT B

Curve Table				Curve Table			
Curve #	Delta	Radius	Length	Curve #	Delta	Radius	Length
C1	18°30'35"	40.00	12.92	C21	6°03'39"	345.00	36.50
C2	23°33'06"	50.00	20.55	C22	12°58'54"	225.00	50.98
C3	19°58'53"	140.00	48.82	C23	2°37'45"	180.00	8.26
C4	27°20'01"	100.85	48.11	C24	3°13'23"	650.00	36.56
C5	4°03'33"	430.00	30.46	C25	17°10'35"	240.00	71.95
C6	16°25'35"	220.00	63.07	C26	5°14'48"	250.00	22.89
C7	12°14'18"	240.00	51.26	C27	2°56'33"	485.00	24.91
C8	8°34'54"	140.00	20.97	C28	4°51'55"	500.00	42.46
C9	9°40'18"	150.00	25.32	C29	2°55'09"	750.00	38.21
C10	14°39'23"	90.00	23.02	C30	3°29'30"	850.00	51.80
C11	12°57'04"	90.00	20.34	C31	6°28'32"	220.00	24.86
C12	3°04'59"	200.00	10.76	C32	1°32'26"	375.00	10.08
C13	10°13'29"	100.00	17.85	C33	1°56'58"	395.00	13.44
C14	10°28'46"	110.00	20.12	C34	5°34'09"	290.00	28.19
C15	4°53'29"	210.00	17.93	C35	7°42'31"	224.44	30.20
C16	3°31'08"	750.00	46.06	C36	39°25'25"	42.00	28.90
C17	1°44'43"	1417.00	43.16				
C18	3°28'17"	217.62	13.18				
C19	2°08'37"	1150.00	43.02				
C20	2°12'31"	850.00	32.77				

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SHEET
7 OF 7
06/12/2025

**REVISED EASEMENT AREA
FOR
BUSINESS PARK AT HARBOR HILL**
NW 1/4, NE 1/4, & SW 1/4, NW 1/4 & NW 1/4 SE 1/4 SEC. 31
TWP 22 N., RNG. 02 E., W.M.
CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON


**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd., NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT C
REVISED TRAIL AND UTILITY EASEMENT

An easement for public pedestrian access and utilities over under and across the southerly 6.1787 Acres of Lot 4 of Business Park At Harbor Hill, recorded under recording number 200605235007, per BLA 200710195003, that portion of Parcel A of BLA 202001305007, Parcel B of BLA 201303155004, and Tract B of Plat of Harbor Hill Business Park as recorded under recording number 200605235007, records of Pierce County, Washington, being more particularly described as follows:

Commencing at the southeast corner of said Tract B, thence North 88°15'29" West along the south line thereof a distance of 138.21 feet to the west line of the 50 Foot Trail & Utility Easement shown on the Business Park At Harbor Hill, recorded under Recording Number 200605235007, and the Point of Beginning;

Thence North 45°28'24" East along said west line a distance of 97.66 feet;

Thence North 14°19'40" East a distance of 24.56 feet;

Thence North 11°56'39" East a distance of 18.00 feet to the beginning of a curve to the right having a radius of 40.00 feet; thence along the arc of said curve through a central angle of 18°30'35" and an arc length of 12.92 feet; thence North 30°07'47" East a distance of 10.75 feet; thence North 28°43'16" East a distance of 10.25 feet to the beginning of a curve to the right having a radius of 50.00 feet; thence Northeasterly along the arc of said curve through a central angle of 23°33'06" and an arc length of 20.55 feet; thence North 52°16'22" East a distance of 28.89 feet to the beginning of a curve to the left having a radius of 140.00 feet; thence Northeasterly along the arc of said curve through a central angle of 19°58'53" and an arc length of 48.82 feet; thence North 32°17'28" East a distance of 1.79 feet to the beginning of a curve to the left having a radius of 100.85 feet; thence Northerly along the arc of said curve through a central angle of 27°20'01" and an arc length of 48.11 feet; thence North 4°29'50" East a distance of 14.22 feet; thence North 5°26'35" East a distance of 14.10 feet to the beginning of a curve to the right having a radius of 430.00 feet; thence northerly along the arc of said curve through a central angle of 4°03'33" and an arc length of 30.46 feet; thence North 9°30'08" East a distance of 33.79 feet; thence North 13°28'53" East a distance of 16.95 feet to the beginning of a curve to the left having a radius of 220.00 feet; thence northerly along the arc of said curve through a central angle of 16°25'35" and an arc length of 63.07 feet; thence North 2°56'42" West a distance of 7.49 feet; thence North 6°06'52" West a distance of 29.13 feet to the beginning of a curve to the left having a radius of 240.00 feet; thence Northwesterly along the arc of said curve through a central angle of 12°14'18" and an arc length of 51.26 feet; thence North 18°21'10" West a distance of 36.83 feet to the beginning of a curve to the left having a radius of 140.00 feet; thence Northwesterly along the arc of said curve through a central angle of 8°34'54" and an arc length of 20.97 feet; thence North 26°56'05" West a distance of 12.33 feet to the beginning of a curve to the right having a radius of 150.00 feet; thence northerly along the arc of said curve through a central angle of 9°40'18" and an arc length of 25.32 feet; thence North 17°15'47" West a distance of 34.13 feet; thence North 12°28'04" West a distance of 22.21 feet to the beginning of a curve to the right having a radius of 90.00 feet; thence Northerly along the arc of said curve through a central angle of 14°39'23" and an arc length of 23.02 feet; thence North 2°11'19" East a distance of 60.40 feet to the beginning of a curve to the right having a radius of 90.00 feet; thence Northeasterly along the arc of said curve through a central angle of 12°57'04" and an arc length of 20.34 feet; thence North 15°08'22" East a distance of 44.12 feet; thence North 14°13'29" East a distance of 33.14 feet; thence North 13°02'22" East a distance of 75.92 feet; thence North 13°00'23" East a distance of 45.17 feet; thence North 13°29'45" East a distance of 22.77 feet to the beginning of a curve to the right having a radius of 290.00 feet; thence Northerly along the arc of said curve through a central angle of 5°34'09" and an arc length of 28.19 feet to the beginning of a curve to the left having a radius of 200.00 feet; thence Northerly along the arc of said curve through a central angle of 3°04'59" and an arc length 10.76 feet; thence North 15°58'55" East a distance of 37.67 feet to the beginning of a curve to the left having a radius of 100.00 feet; thence

Northerly along the arc of said curve through a central angle of 10°13'29" and an arc length of 17.85 feet; thence North 5°45'26" East a distance of 37.39 feet to the beginning of a curve to the left having a radius of 110.00 feet; thence northerly along the arc of said curve through a central angle of 10°28'46" and an arc length of 20.12 feet to the beginning of a curve to the right having a radius of 210.00 feet; thence northerly along the arc of said curve through a central angle of 4°53'29" and an arc length of 17.93 feet; thence North 0°10'09" East a distance of 6.17 feet to the beginning of a curve to the left having a radius of 750.00 feet; thence northerly along the arc of said curve through a central angle of 3°31'08" and an arc length of 46.06 feet; thence North 3°21'00" West a distance of 24.30 feet to the beginning of a curve to the right having a radius of 1,417.00 feet; thence Northerly along the arc of said curve through a central angle of 1°44'43" and an arc length of 43.16 feet to the beginning of a curve to the left having a radius of 217.62 feet; thence Northerly along the arc of said curve through the central angle of 3°28'17" and an arc length of 13.18 feet to the beginning of a curve to the right having a radius of 485.00 feet; thence northerly along the arc of said curve through a central angle of 2°56'33" and an arc length of 24.91 feet to the beginning of a curve to the left having a radius of 1150.00 feet; thence Northerly along the arc of said curve through a central angle of 2°08'37" and an arc length of 43.02 feet; thence North 4°16'38" West a distance of 10.83 feet to the beginning of a curve to the right having a radius of 850.00 feet; thence northerly along the arc of said curve through a central angle of 2°12'31" and an arc length of 32.77 feet; thence North 2°04'07" West a distance of 15.10 feet to the beginning of a curve to the right having a radius of 345.00 feet; thence Northerly along the arc of said curve through a central angle of 6°03'39" and an arc length of 36.50 feet; thence North 3°59'33" East a distance of 18.22 feet; thence North 6°41'02" East a distance of 35.63 feet to the beginning of a curve to the right having a radius of 225.00 feet; thence Northerly along the arc of said curve through a central angle of 12°58'54" and an arc length of 50.98 feet to the beginning of a curve to the left having a radius of 180.00 feet; thence northerly along the arc of said curve through a central angle of 2°37'45" and an arc length of 8.26 feet to the beginning of a curve to the right having a radius of 650.00 feet; thence Northerly along the arc of said curve through a central angle of 3°13'23" and an arc length of 36.56 feet; thence North 20°15'34" East a distance of 74.35 feet to the beginning of a curve to the left having a radius of 240.00 feet; thence Northerly along the arc of said curve through a central angle of 17°10'35" and an arc length of 71.95 feet; thence North 03°05'00" East a distance of 25.78 feet; thence North 1°11'14" East a distance of 31.88 feet; thence North 3°16'44" East a distance of 38.75 feet; thence North 4°34'20" East a distance of 39.65 feet; thence North 5°24'26" East a distance of 15.52 feet to the beginning of a curve to the left having a radius of 250.00 feet; thence Northerly along the arc of said curve through a central angle of 5°14'48" and an arc length of 22.89 feet to the beginning of a curve to the right having a radius of 500.00 feet; thence Northerly along the arc of said curve through a central angle of 4°51'55" and an arc length of 42.46 feet; thence North 5°01'33" East a distance of 22.28 feet to the beginning of a curve to the left having a radius of 750.00 feet; thence Northerly along the arc of said curve through a central angle of 2°55'09" and an arc length of 38.21 feet; thence North 2°06'24" East a distance of 5.07 feet to the beginning of a curve to the right having a radius of 850.00 feet; thence Northerly along the arc of said curve through a central angle of 3°29'30" and an arc length of 51.80 feet; thence North 5°35'54" East a distance of 23.20 feet; thence North 6°43'08" East a distance of 14.41 feet to the beginning of a curve to the left having a radius of 220.00 feet; thence Northerly along the arc of said curve through a central angle of 6°28'32" and an arc length of 24.86 feet to the beginning of a curve to the right having a radius of 375.00 feet; thence Northerly along the arc of said curve through a central angle of 1°32'26" and an arc length of 10.08 feet; thence North 1°47'01" East a distance of 23.57 feet to the beginning of a curve to the right having a radius of 395.00 feet; thence Northerly along the arc of said curve through a central angle of 1°56'58" and an arc length of 13.44 feet to the beginning of a curve to the left having a radius of 224.44 feet; thence Northerly along the arc of said curve through a central angle of 7°42'31" and an arc length of 30.20 feet to the beginning of a curve to the left having a radius of 42.00 feet; thence Northwesterly along the arc of said curve through a central angle of 39°25'25" and an arc length of 28.90 feet; thence North 43°23'57" West a distance of feet to the north line of said Parcel A; thence South 88°22'25" East along said line a distance of 78.92 feet to the east lie of the 50' Trail &

Utility Easement as shown on the aforementioned Business Park at Harbor Hill; thence continuing along said line the following courses:

Thence South 36°22'42" East a distance of 6.95 feet;
Thence South 3°10'22" West a distance of 308.93 feet;
Thence South 5°02'57" West a distance of 318.22 feet;
Thence South 27°57'17" West a distance of 115.62 feet;
Thence South 1°33'47" East a distance of 211.86 feet;
Thence South 0°23'28" West a distance of 269.31 feet;
Thence South 14°58'54" West a distance of 183.46 feet;
Thence South 14°21'50" West a distance of 90.25 feet;
Thence South 7°08'27" East a distance of 92.36 feet;
Thence South 30°59'17" East a distance of 94.87 feet;
Thence South 6°26'03" East a distance of 114.42 feet;
Thence South 3°18'23" West a distance of 276.99 feet;
Thence South 45°28'24" West a distance of 269.22 feet to the south line of said Tract B
Thence North 88°15'29" West a distance of 69.20 feet to the Point Of Beginning.

Containing approximately 155,992 Square Feet or 3.58 acres.



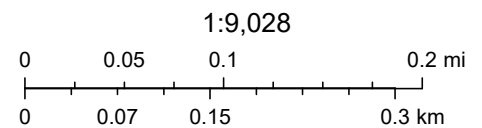
11/21/2024

Gig Harbor North Wetland and Trails



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- City Trails
- Official City Wetlands Inventory



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