

**MEMORANDUM OF UNDERSTANDING
REGARDING TRAFFIC MITIGATION
FOR
THE SUNRISE MPC AND THE UPLANDS**

This Memorandum of Understanding (“MOU”) is entered into by and between the PIERCE COUNTY ENGINEER, (“County Engineer”), SUNRISE DEVELOPMENT CORPORATION OF WASHINGTON (“SDC”), a Washington corporation, and UPLANDS 320 L.L.C. (“Uplands 320”), a Washington limited liability corporation, together referred to as “the Parties,” and addresses traffic mitigation measures for the developments known as the Sunrise MPC and the Uplands.

RECITALS

1. In 2001, SDC and Pierce County entered into a Development Agreement (“2001 Development Agreement”) for the Sunrise Master Planned Community (“Sunrise MPC”), subject to a 3,446 unit cap on the number of dwelling units within the Sunrise MPC.¹ To exceed the dwelling unit cap in the 2001 Development Agreement further environmental review must take place and a major amendment must be approved by the Hearing Examiner.
2. Subsequently, on behalf of SDC and others, The Transpo Group submitted a regional traffic study entitled the “Sunrise Regional Transportation Analysis” (“2008 Transpo Study”) which includes evaluation of traffic impacts based upon a projected maximum build-out of the Sunrise MPC of 4,640 residential dwelling units and 350,000 square feet of commercial space, and a build-out of a future development known as The Uplands on property adjacent to the Sunrise MPC of 1,850 residential dwelling units (“Uplands”). The Transpo Study also includes traffic impacts and mitigation measures for other nearby developments including Lipoma Communities and the Plat of Daybreak, which are not parties to this MOU.
3. The County Engineer has approved the 2008 Transpo Study as a comprehensive traffic study under Section 4.1 of the Development Agreement and determined that the traffic mitigation measures set forth in this MOU constitute reasonable and appropriate traffic mitigation requirements for the build-out of the Sunrise MPC and Uplands at the levels described herein.
4. This MOU addresses the traffic impacts and mitigation measures required for the proposed maximum “build-out,” as defined herein, of the Sunrise MPC and Uplands. The traffic mitigation measures in this MOU have been approved by the County Engineer as required mitigation for traffic impacts of the build-out of the Sunrise MPC and Uplands.
5. The Parties intend that future applications for land use approvals and permits for the Sunrise MPC and Uplands will incorporate the traffic mitigation measures set forth in

¹ Section 1.2 of 2001 Development Agreement.

this MOU and the County Engineer will, if necessary, recommend the adoption of the traffic mitigation measures in this MOU to the County Planning and Land Services Department SEPA Responsible Official and the County Hearing Examiner; PROVIDED that the traffic mitigation measures set forth in this MOU shall not include site-specific or plat-specific traffic improvements such as school bus turnouts or turn lanes related to traffic coming in or out of a specific site or plat and, in addition, the County Engineer reserves the right to recommend or require on-site mitigation measures specifically required for site-specific uses.

6. The Parties further intend to memorialize other transportation-related understandings between the Parties involving dedication of rights-of-way and improvements of roadways within the Sunrise MPC and Uplands.

DEFINITIONS USED IN THIS MOU

The following definitions and levels of development apply throughout this MOU:

- * **“Build-out”** means the proposed maximum development density of the Sunrise MPC and Uplands as evaluated in the 2008 Transpo Study.
- * **“Build-out trips”** means the total number of PM peak hour trips projected by the 2008 Transpo Study for the build-out of the Sunrise MPC and Uplands.
- * **“Traffic Mitigation Measures”** refers to all types of mitigation measures for traffic impacts including, but not limited to, traffic impact fees, voluntary mitigation, dedication, and/or construction of road improvements, on-site or off-site.

1. DESCRIPTION OF DEVELOPMENTS SUBJECT TO MOU

1.1 The Sunrise MPC. The Sunrise MPC is a master planned community shown on the attached map, *Exhibit 1*, with a projected build-out of 4,640 dwelling units (the parties understand that the total unit count may increase up to an additional 88 units with the approval of the Destiny Plat application) and 350,000 square feet (leasable floor area) of commercial space, as set forth in SDC’s February 19, 2009 draft SEPA Addendum and the 2008 Transpo Study.

1.1.1 Applicable to the Future Development. Future development within Planning Areas 10, 14, 15, 17, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, and 30 of the Sunrise MPC and the proposed Deer Hollow Neighborhood of Planning Area 21 are projected to provide 2,570 residential dwelling units (the parties understand that the total unit count may increase up to an additional 88 units with the approval of the Destiny Plat application). In addition, SDC proposes to develop 350,000 square feet of commercial area within the Sunrise MPC.

1.1.2 Not Applicable to the Existing Sunrise MPC Developments. The developments within the Sunrise MPC Planning Areas 2, 3, 4, 5, 6, 8, 9, 11, 12, and the Deer Ridge Neighborhood of Planning Area 21, together totaling 2,070 residential dwelling units, the medical complex located in Planning Area 13, and the existing public

school facilities including a high school and middle school located in Planning Area 18 predate this MOU and are not subject to the provisions of this MOU.

1.1.3 The Uplands. The Uplands is anticipated to be a residential development as shown on *Exhibit 1*, with a proposed build-out of 1,850 dwelling units. The Parties understand that the Uplands will require a comprehensive plan amendment and land use approvals such as master planned community approval, planned unit development approval, plat approval, and/or binding site plan approval, depending upon the specific type of development proposed and approved.

2. TRAFFIC MITIGATION MEASURES

2.1 Traffic Mitigation Measures.

2.1.1 The Parties understand that the off-site traffic mitigation measures set forth in this MOU are required by the County Engineer for the build-out of the Sunrise MPC and Uplands, and that the County Engineer will not require additional off-site traffic mitigation measures for the Sunrise MPC and Uplands.

2.1.2 The Parties understand that this MOU does not include traffic mitigation measures such as school bus turnouts and turn lanes required for access-related traffic impacts in the development of sites within the Sunrise MPC and Uplands. The parties further understand that the County Engineer reserves the right to recommend or require on-site mitigation measures in conjunction with site-specific developments within the Sunrise MPC and Uplands.

2.2 Traffic Mitigation Based On Build-Out Trips. The Parties understand that the traffic mitigation measures set forth in this MOU are based on the build-out trips for the Sunrise MPC and Uplands as set forth in the 2008 Transpo Study and the number of dwelling units and commercial square footage described in this MOU.

2.3 Flexibility Regarding Build-Out and Build-Out Trips. The Parties understand and acknowledge that the Sunrise MPC and Uplands developments may vary from the projected build-out set forth in the 2008 Transpo Study. Changes to the number of dwelling units, commercial square footage, and land uses may be submitted by either Sunrise MPC or Uplands for their respective developments for consideration by the County Engineer, provided the total PM peak hour trips generated do not exceed the total build-out trips shown in the 2008 Transpo Study for the two developments, and the intersection trip distribution assumed in the 2008 Transpo Study is not substantially modified. Any shift in PM Peak hour trips that results in a shift of 40 or more PM Peak hour trips from one intersection to another may require further traffic analysis prior to approval of a proposed change in number of dwelling units, commercial square footage, or land use.

2.4 Sunrise MPC Traffic Mitigation. The County Engineer and SDC understand that this MOU sets forth traffic mitigation measures required by the County Engineer for the build-out of the Sunrise MPC as follows:

2.4.1 This MOU will be submitted into the record before the Hearing Examiner in support of SDC's 2009 application for a major amendment to the Sunrise MPC.

2.4.2 Future Permits and Approvals. The traffic mitigation measures set forth in this MOU constitute the County Engineer's SEPA traffic mitigation measures for the build-out of the Sunrise MPC at the level proposed in the 2008 Transpo Study including, without limitation, the Five Year Review before the Hearing Examiner required under the 2001 Development Agreement.²

2.5 Uplands Traffic Mitigation.

2.5.1 The County Engineer and Uplands 320 understand that this MOU sets forth required traffic mitigation measures by the County Engineer for the build-out of Uplands at the level proposed in the 2008 Transpo Study. The required traffic mitigation measures set forth in this MOU constitute the County Engineer's SEPA mitigation measures for the build-out of the Uplands at the level proposed in the 2008 Transpo Study.

2.5.2 The Parties understand that Uplands' applications for land use approvals and permits will be subject to review, including SEPA review and approval, for other than off-site traffic issues covered by this MOU.

3. TERM OF MOU

3.1 Term. This MOU shall commence on the Effective Date and shall remain in effect for a period of sixteen (16) years from the date of execution.

3.2 Effective Date. This MOU shall become effective on the first date on which all Parties have signed this MOU.

4. TRAFFIC IMPACT FEES ("TIF") AND VOLUNTARY MITIGATION ("VM")

4.1 Traffic Impact Fees. SDC and Uplands 320 understand that each will pay the County's Transportation Impact Fee ("TIF") and associated administrative fees in effect at the time of building permit application for vertical construction of residential or commercial structures, unless otherwise required by the County Code in effect at the time of application for a building permit. In addition, the County Engineer will allow credit toward TIF in accordance with the Pierce County Code.

4.2 Voluntary Mitigation. Pursuant to the 2008 Transpo Study and in the event that County TIFs have not been significantly updated and revised to include additional or expanded major roadway project improvements to the 122nd Ave East corridor as described in the 2008 Transpo Study, SDC and Uplands 320 voluntarily agree to provide project-related mitigation (Voluntary Mitigation or "VM") in an amount equal to \$2,785 per residential lot equivalent over and above (and thus not creditable towards) the standard TIF, which shall be conveyed as follows:

² Section 5.14 of the 2001 Development Agreement.

A. It is the County Engineer's objective to have the Sunrise MPC and Uplands 320 provide physical road improvements in lieu of monetary contributions, although the actual improvements to be completed by the proponent have not yet been determined (due to the variety of improvements that might be available in the future, as the timing of each phase of development is uncertain). Therefore, Sunrise MPC or Uplands 320 shall, at the time of development of each phase of their respective developments, discuss with the County Engineer the option of constructing road improvements or making financial contributions (or a combination thereof). The decision on whether contributions will consist of construction of road improvements or financial contributions shall be based in part on consideration of scheduling requirements for the particular development phase and the ability to construct any improvements within the development phase schedule.

B. If Sunrise MPC or Uplands constructs or provides physical improvements having a value greater than the VM owed, this additional value may, at their discretion, be either applied toward TIF (to the extent allowable per Pierce County Code), or may be held as credit towards future development phases.

C. All physical improvements and/or financial contributions necessary to satisfy VM associated with each division or phase of development must be completed prior to final plat approval (or, in the case of multifamily or other commercial development, prior to issuance of occupancy permits) of the corresponding division or development phase.

D. In the event that the TIF ordinance is updated to include the improvements identified in the 2008 Transpo Study, and thus the prevailing TIF rates are significantly increased to account for the additional road improvements, the VM described above will no longer be applicable to any development or lot that has not yet paid (or that will pay) the new TIF.

4.3 Allocation of VM. The County Engineer shall deposit VM into a special account allocated to road improvements specified in the 2008 Transpo Study or as directed by the County Engineer. In the event that VM have been paid in advance for individual lots and/or buildings, and TIF has yet to be paid for those same lots and/or buildings at the time the TIF ordinance is amended, a credit may be issued towards future TIF to the extent allowable per Pierce County Code.

5. DEDICATION AND CONSTRUCTION OF ROAD CORRIDOR SEGMENTS

5.1 General Provisions.

5.1.1 Dedication and Construction of Corridor Segments. This Section provides for SDC to dedicate to Pierce County segments of right-of-way necessary for completion of future road corridors serving regional traffic ("Corridor Segments") and allocates responsibility for the construction of the defined segment. Dedication of Corridor Segments shall include any appropriate temporary construction easements necessary for construction of the roadway improvements.

5.1.2 Roadway Alignment and Profiles. The location and general alignment of each Corridor Segment referred to in this Section is illustrated on the attached *Exhibit 2* and labeled with a reference number from “C1” to “C8.”

5.2 187th Street East Extension Corridor Segment.

5.2.1 Dedication of 187th Street East Corridor Segment. SDC will deed to Pierce County an approximate 70-foot wide by 400-foot long strip of real property necessary to extend 187th Street East/Lipoma Firs East from the east edge of the plat of Lipoma Firs North to the approximate east edge of the proposed 122nd Avenue East alignment (“187th Street East Corridor Segment”). The 187th Street East Corridor Segment is shown on *Exhibit 2* as reference “C1.” The dedication shall be deemed a transfer for public purposes and exempt from real estate excise tax under WAC 458-61A-205. SDC shall deed this Corridor Segment to Pierce County not later than 30 days after all parties have signed the MOU.

The Parties understand SDC intends to apply for permits to construct a culvert under the 187th Street Corridor Segment for the purpose of constructing, maintaining and operating a conveyor system to be used in future site grading and filling of the area known as South Sunrise. The County agrees to accept such a permit application for review; provided that review and approval of a culvert will be subject to all applicable state and County codes, regulations, and conditions including, without limitation, SEPA and applicable County road and engineering standards. SDC acknowledges that it will be solely responsible for all costs, fees, and expenses related to the permitting, construction, and maintenance of such a culvert.

5.2.2 Credit for Dedication. SDC and the County Engineer understand that credit for the dedication of this Corridor Segment will apply towards the VM otherwise due on the 384-unit apartment development commonly known as the Sunrise Apartments and currently under development as a two phase project in the western portion of Sunrise MPC Planning Area 14.

5.2.3 Construction of Corridor Segment. SDC and the County Engineer understand that the real property dedications described in this MOU are SDC’s sole required contribution to this Corridor Segment and SDC is not responsible for the costs of construction of this Corridor Segment.

5.2.4 Performance. The Parties understand that the 187th Street Corridor Segment is to be constructed by the developer of the Lipoma Communities PDD/Plat, the County, or others who are not parties to this MOU as their contribution to the regional transportation network. In the event SDC constructs this improvement to provide access to Sunrise MPC Planning Areas 22, 23, or 24, the County Engineer will recognize a proportionate credit based on the costs to construct this Corridor Segment, to be applied towards SDC’s VM (refer to *Exhibit 2*).

5.3 122nd Avenue East Extension Corridor Segment.

5.3.1 Dedication of 122nd Avenue East Corridor Segment. SDC will deed to Pierce County an approximate 100-foot by 1,200-foot strip of real property necessary to extend

122nd Avenue East from its existing southerly terminus point to the proposed intersection with the 187th Street East Corridor Segment described in this MOU (“122nd Avenue East Corridor Segment”). The 122nd Avenue East Corridor Segment is shown on *Exhibit 2* as reference “C3.” The dedication shall be deemed a transfer for public purposes and exempt from real estate excise tax under WAC 458-61A-205. SDC shall deed this Corridor Segment to Pierce County not later than 30 days after all parties have signed the MOU.

5.3.2 Credit for Dedication. SDC and the County Engineer understand that credit for the dedication of this Corridor Segment will apply towards the VM otherwise due on the 384-unit apartment development commonly known as the Sunrise Apartments and currently under development as a two phase project in the western portion of Sunrise MPC Planning Area 14.

5.3.3 Construction of 122nd Avenue East Corridor Segment. SDC and the County Engineer understand that the real property dedications described in this MOU are SDC’s sole required contribution to this Corridor Segment and SDC is not responsible for the costs of construction of this Corridor Segment.

5.3.4 Performance. The Parties understand that the 122nd Avenue East Corridor Segment is to be constructed by the developer of the Lipoma Communities PDD/Plat, the County, or others who are not parties to this MOU as their contribution to the regional transportation network. In the event SDC constructs this improvement to provide access to Sunrise MPC Planning Areas 22, 23 or 24, the County Engineer will recognize a proportionate credit based on the costs to construct this Corridor Segment, to be applied towards SDC’s VM (refer to *Exhibit 2*).

5.4 134th Avenue East - Daybreak Corridor Segment.

5.4.1 Dedication of 134th Avenue East - Daybreak Corridor Segment. SDC will deed to Pierce County a 1.9-acre parcel of real property (approximate 60-foot by 1,379.55-foot parcel referenced as tax parcel no. 041801-2003) located immediately west of and abutting the Plat of Daybreak, parcel 041801-2004 (“134th Avenue East - Daybreak Corridor Segment”). The 134th Avenue East - Daybreak Corridor Segment is shown on *Exhibit 2* as reference “C2.” The dedication shall be deemed a transfer for public purposes and exempt from real estate excise tax under WAC 458-61A-205. SDC shall deed this Corridor Segment to Pierce County not later than 30 days after all parties have signed the MOU.

5.4.2 Credit for Dedication. SDC and the County Engineer understand that credit for the dedication of this Corridor Segment will apply towards the VM otherwise due on the 384-unit apartment development commonly known as the Sunrise Apartments and currently under development as a two phase project in the western portion of Sunrise MPC Planning Area 14.

5.4.3 Construction of Daybreak Corridor Segment. SDC and the County Engineer understand that the real property dedications described in this MOU are SDC’s sole required contribution to this Corridor Segment and SDC is not responsible for the costs of construction of this Corridor Segment.

5.4.4 Performance. The Parties understand that the construction of the 134th Avenue East - Daybreak Corridor Segment is not the responsibility of the Parties to this MOU and that if the this Corridor Segment is not constructed in a timely manner the County Engineer will seek payment from the developers of the Plat of Daybreak to allow the County to construct or have constructed this Corridor Segment without obligation to SDC. In the event the SDC constructs this Corridor Segment the County may transfer to SDC any and all funds the County has received or receives from the developers of the Plat of Daybreak related to this Corridor Segment and the County Engineer will credit SDC for its VM to the extent SDC's construction costs for this Corridor Segment exceed any sums SDC receives from the County under this Section.

5.5 176th Street East Corridor Segment.

The 176th Street East Corridor Segment is that portion of the future planned 176th Street East Corridor located east of the planned internal roadway network for SDC and future internal roadway network for Uplands ("176th Street East Corridor Extension"). The 176th Street East Corridor Segment is shown on *Exhibit 2* as reference "C4." The County Engineer understands that the dedication of real property and the construction of the 176th Street East Corridor Segment is not a requirement for either the Sunrise MPC or the future Uplands development provided there are no internal access needs.

5.6 122nd Avenue East Extension To 200th Street East Corridor Segment.

SDC will construct the Corridor Segment extending 122nd Avenue East from the future intersection with 187th Street East to 134th Avenue East (Plat of Daybreak) and deed to Pierce County the necessary real property, shown on *Exhibit 2* as reference "C5". SDC's obligation to construct this Corridor Segment shall be concurrent with the development of the adjoining development phases which may result in construction of this Corridor Segment in several phases. The County Engineer understands that he will grant SDC a proportionate credit against the VM related to this Corridor Segment and that such amount will be established through future negotiations between SDC and the County Engineer.

5.7 180th Street East Extension Corridor Segment.

SDC will construct the Corridor Segment extending 180th Street East from 122nd Avenue East to 184th Street East, shown on *Exhibit 2* as reference "C6" concurrent with the adjoining development. This Corridor Segment is part of the internal roadway network and will not be eligible for credit towards either TIF or VM.

5.8 130th Avenue East Extension Corridor Segment.

SDC and Uplands 320 will each construct that portion of the Corridor Segment extending 130th Avenue East from Sunrise Blvd East to 139th Avenue East, shown on *Exhibit 2* as "C7", which is within their respective plat boundaries concurrent with development of the adjoining development phases. The Parties understand that this Corridor Segment is part of the current TIF plan and therefore SDC and Uplands 320 shall receive credit towards TIF to the extent allowable per Pierce County Code, and credit towards their respective VM as applicable for the design, construction and dedication of real property required to build this Corridor Segment.

5.9 139th Avenue East Extension from 184th Street East to 130th Avenue East Corridor Segment.

SDC and Uplands 320 will each construct that portion of this Corridor Segment extending 139th Avenue East from 184th Street East to 130th Avenue East, shown on *Exhibit 2* as “C8”, within their respective development boundaries, concurrent with the development of the adjoining development phases. This Corridor Segment is a part of the internal roadway network and will not be eligible for credit towards either TIF or VM.

5.10 Coordination of Construction.

The County Engineer understands that for those Corridor Segments described in sections 5.2 through 5.5, construction shall be in accordance with the vertical and horizontal control established by SDC. Plans for these Corridor Segments, if not prepared by SDC, shall be subject to SDC’s verification to said control before approval by the County Engineer. SDC shall provide all necessary information and documentation relative to the vertical and horizontal control to the parties responsible for the design and construction of these Corridor Segments. SDC’s establishment of the vertical and horizontal alignments for these Corridor Segments shall be subject to approval by the County Engineer.

6. INTERSECTION AND TURN LANE IMPROVEMENTS

6.1 General Provisions

6.1.1 Construction of Improvements. This section provides for the timing and responsibility for completing the intersections referenced in the Corridor Segments.

6.1.2 Improvements. Required improvements at the various intersections are shown on *Exhibit 2*, by reference to numbers “S1” through “S5”. The Corridor Segments are shown as C1-C8. Both Corridor Segments and intersections are compiled in accordance with the exhibits in the 2008 Transpo Study.

6.1.3 County Engineering Standards. The Parties acknowledge and understand that design specifications for the intersection improvements and Corridor Segments shall be in accordance with applicable Pierce County standards and subject to approval by the County Engineer.

6.1.4 Credit. The Parties acknowledge that Corridor Segments C6 and C8, and Intersections S1 and S3 are required improvements necessary to mitigate project impacts at the referenced intersections and will not generate a credit to offset VM. All other Corridor Segments and Intersections may be eligible for full or partial credit through future negotiations between the Parties.

6.2 Traffic Signal at 122nd Avenue East and 187th Street East. SDC will construct a permanent traffic signal system at the intersection of 122nd Avenue East and 187th Street East (reference “S2”) commensurate with SDC’s development as determined by the County Engineer.

6.3 Traffic Signal at 130th Avenue East and Sunrise Boulevard East. SDC and Uplands 320 will both share in the costs of construction of a traffic signal system at the intersection of 130th Avenue East and Sunrise Boulevard East (reference “S4”) commensurate with their development as determined by the County Engineer. Proportionate credit may be given for trips other than trips through the Sunrise MPC or Uplands.

6.4 Traffic Signal at 130th Avenue East and 139th Avenue East. Uplands 320 will construct a traffic signal system at the intersection of 130th Avenue East and 139th Avenue East (reference "S5") commensurate with development as determined by the County Engineer. Proportionate credit may be given for trips other than trips through the Sunrise MPC or Uplands.

6.5 Traffic Signal at 122nd Avenue East and 180th Street East– SDC will construct a traffic signal system at the intersection of 122nd Avenue East and 180th Street East ("S3") commensurate with SDC's development as determined by the County Engineer.

7. GENERAL TERMS

7.1 The Parties acknowledge that the build-out of the Sunrise MPC and the Uplands will likely involve sale and assignment of portions of these developments to other persons who will own, develop, and/or occupy the developments and buildings thereon. The Parties understand that the traffic mitigation measures set forth in this MOU apply to those persons who acquire property(ies) within the Sunrise MPC and Uplands.

7.2 Modification and Termination of MOU.

7.2.1 Modification. This MOU may be modified in writing by the Parties.

7.2.2 Termination. This MOU may be terminated upon mutual written agreement of the Parties.

7.3 Exhibits. *Exhibits 1-2* are incorporated herein by this reference as if fully set forth herein.

7.4 Notice. All communications and notices of any kind which a Party under this MOU requires or desires to give to any other Party shall be in writing and either (a) delivered personally, (b) sent by email or facsimile transmission with an additional copy mailed first class or (c) deposited in the U.S. mail, certified mail postage pre-paid, and addressed as follows:

If to SDC: Sunrise Development Corporation
ATTN: Kathy Fewins, Investco
1302 Puyallup Street
Sumner, WA 98390

With Copy to: Sunrise Development Corporation
ATTN: Scott Corliss, President
P.O. Box 487
Sumner, WA 98390

If to Uplands 320 L.L.C. Uplands 320 L.L.C.
ATTN: Kathy Fewins, Investco
1302 Puyallup Street
Sumner, WA 98390

If to County Engineer: Pierce County Public Works and Utilities Department
ATTN: County Engineer
4301 South Pine Street, Suite 446
Tacoma, WA 98409

With a copy to: Pierce County Planning and Land Services Department (PALS)
ATTN: PALS Director
2401 South 35th Street
Tacoma, WA 98409

7.5 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original.

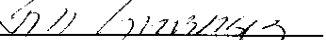
SIGNATURES ON FOLLOWING PAGE

This MOU has been entered into between the Pierce County Engineer, Sunrise Development Corporation, and Uplands 320, L.L.C., this 12th day of October, 2009.


**PIERCE COUNTY ENGINEER
Public Works and Utilities Department,**

By 
Pierce County Engineer

APPROVED AS TO FORM:
County Prosecuting Attorney's Office


By 
Its Deputy Prosecuting Attorney

SUNRISE DEVELOPMENT CORPORATION, a Washington Corporation

By 
Its _____

UPLANDS 320 L.L.C., a Washington Limited Liability Corporation

By: Investco Financial Corporation, its Manager

By 
Its President

- EXHIBIT 1** SUNRISE MPC MASTER PLAN & UPLANDS "PROPOSED" PLAN MAPS
- EXHIBIT 2** SUNRISE INTERNAL ROADWAY AND TRAFFIC SIGNAL PHASING MAP
(ROAD CORRIDOR SEGMENTS C-1 THROUGH C-8 AND INTERSECTIONS S1 THROUGH S5)

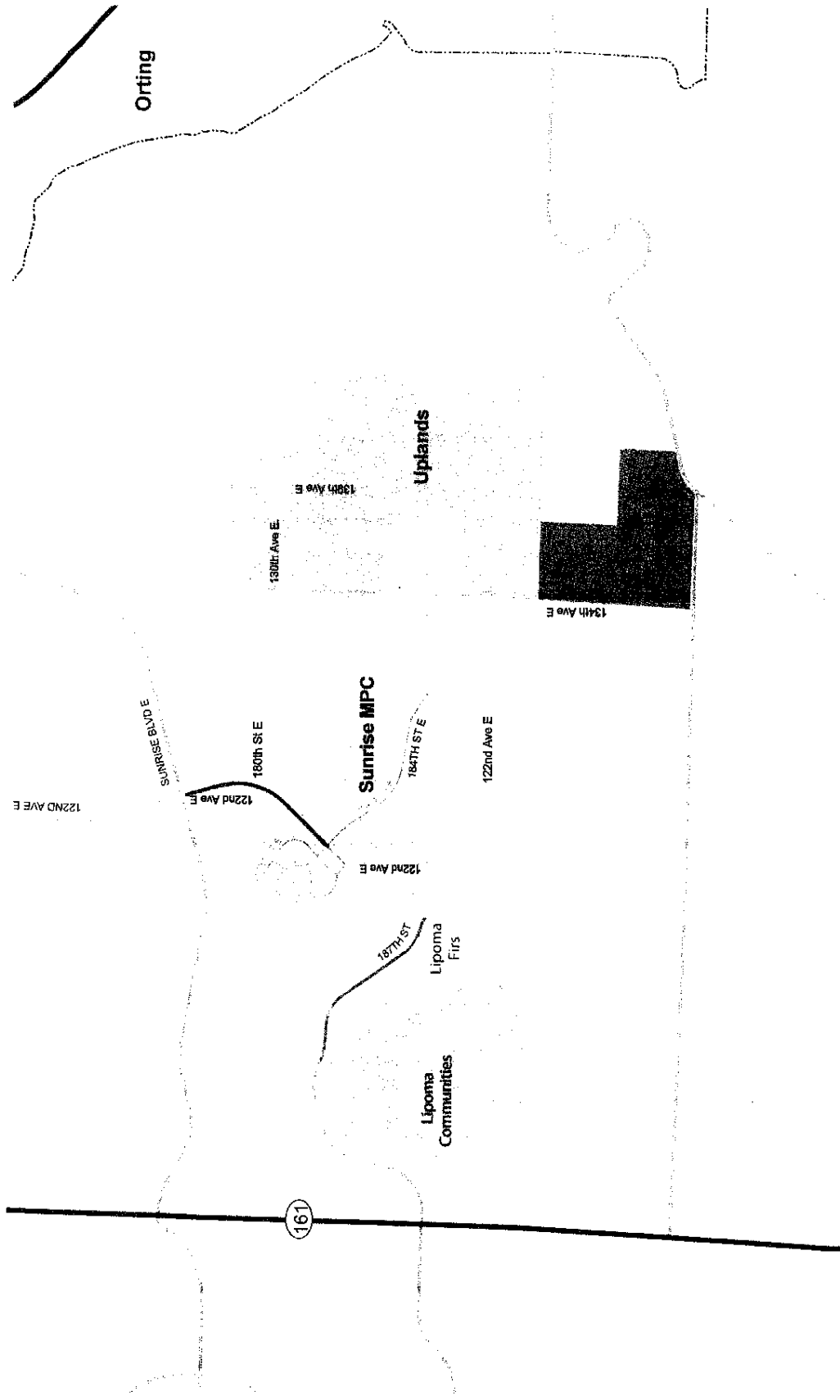
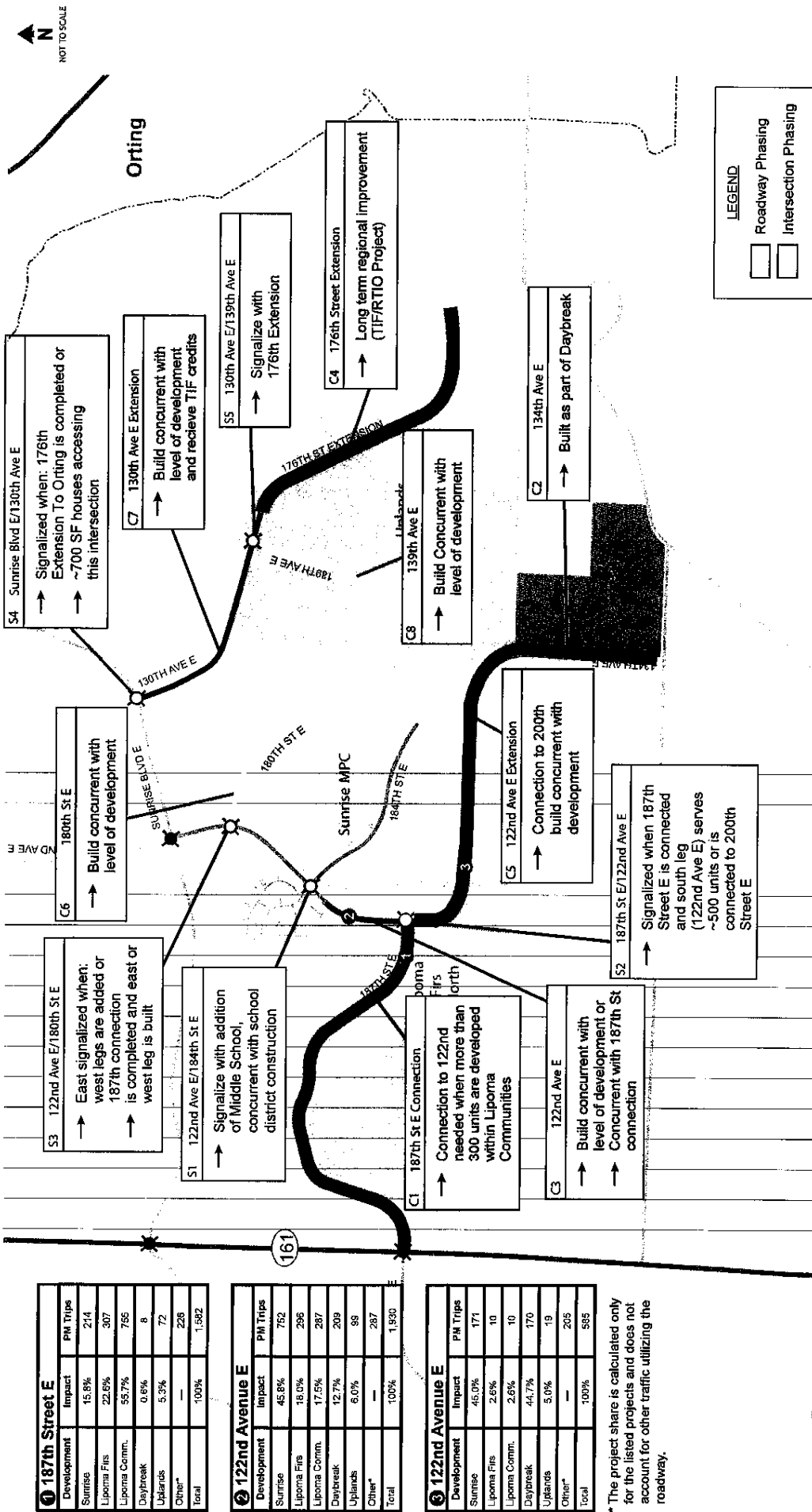


Exhibit 1
Sunrise and Uplands MPC Areas



1 187th Street E

Development	Impact	PM Trips
Sunrise	15.8%	214
Lipoma Firs	22.8%	307
Lipoma Comm.	55.7%	755
Daybreak	0.6%	8
Uplands	5.3%	72
Other*	—	228
Total	100%	1,582

2 122nd Avenue E

Development	Impact	PM Trips
Sunrise	45.8%	752
Lipoma Firs	18.0%	295
Lipoma Comm.	17.5%	287
Daybreak	12.7%	209
Uplands	6.0%	88
Other*	—	287
Total	100%	1,830

3 122nd Avenue E

Development	Impact	PM Trips
Sunrise	45.0%	171
Lipoma Firs	2.6%	10
Lipoma Comm.	2.6%	10
Daybreak	44.7%	170
Uplands	5.0%	19
Other*	—	205
Total	100%	585

* The project share is calculated only for the listed projects and does not account for other traffic utilizing the roadway.

Exhibit 2
 Sunrise Internal Roadway and Traffic Signal Phasing
 The Sunrise Regional Transportation Analysis

