

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF OLYMPIA  
AND  
WEST BAY DEVELOPMENT GROUP, LLC**

**THIS DEVELOPMENT AGREEMENT** (“Agreement”) is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the City of Olympia, a Washington municipal corporation (“City”), and West Bay Development Group, LLC, a Washington limited liability company (“Property Owner”) (individually, “Party” and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or entity having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and

**WHEREAS**, a development agreement made pursuant to that authority must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; and

**WHEREAS**, the Parties recognize development agreements must be consistent with applicable development regulations adopted by a local government planning under Chapter 36.70A RCW; and

**WHEREAS**, this Agreement relates to the development of a mixed-use project known as West Bay Yards (the “Project”) on the former Hardel Mutual Plywood Brownfield industrial site located at:

1210 West Bay Drive NW  
Olympia, Washington 98502

(the “Property” or “Subject Property”).

**AGREEMENT**

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**GENERAL PROVISIONS**

**Section 1: The Project.** The Project will re-develop the former Brownfield industrial property consisting of approximately seven upland acres (Thurston County Tax Parcel No.

7260-02-00100) in the City of Olympia with mixed-residential and commercial-uses. At full buildout, the Project will consist of approximately 478 market-rate rental housing units in five mixed-use buildings and approximately 20,500 square feet of complimentary retail, restaurant, and recreation uses.

The Project will include significant public access amenities, including a waterfront trail, and will also complete shoreline restoration along the Property boundary consistent with the recommendations identified in the *City of Olympia West Bay Environmental Restoration Assessment Final Report* (Coast & Harbor Engineering, 2016) for “Reach 5 – Hardel Plywood” and the City of Olympia Shoreline Master Program.

The Project is expected to be developed in phases as described in Section 11 of this Agreement. Property Owner will submit required shoreline, land use, and development applications to the City upon execution of this Agreement.

The Project will require review under the State Environmental Policy Act (“SEPA”) (RCW 43.21C) as well as a shoreline substantial development permit, site plan approval, design review, and issuance of construction, engineering, and building permits. The shoreline restoration component of the Project will also require approval and issuance of various federal and state permits.

**Section 2: The Property.** The Property is legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**Section 3: Definitions.** As used in this Agreement, the following terms, phrases, and words have the meanings and must be interpreted as set forth in this Section.

“Adopting Resolution” means the Resolution which approves this Development Agreement, pursuant to RCW 36.70B.200.

“Council” means the duly elected legislative body governing the City of Olympia.

“Director” means the City’s Community Planning and Development Director.

“Effective Date” means the effective date of the Adopting Resolution.

“EDDS” means the Engineering Design and Development Standards adopted by the City of Olympia. *See* OMC 12.02.020.

“Existing Land Use Regulations” means the ordinances adopted by the City Council of Olympia in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards, and specifications applicable to the development of the Property, including, but not limited to, the Comprehensive Plan, the City’s Shoreline Master Program, the City’s Official Zoning Map and development standards, determinations made pursuant to SEPA, Concurrency Ordinance, the EDDS, and all other ordinances, codes, rules, and

regulations of the City establishing standards in relation to the development of the Subject Property; and the divisions of land, whether through the subdivision process, the binding site plan process, or otherwise. This does not include any building or fire code that is state-mandated (*see* RCW 19.27.031); any other regulations resulting from superseding state or federal law; impact fees, mitigation fees; or any other fees or charges, except as specifically described or provided for in this Agreement.

“Property Owner” is West Bay Development Group, LLC, the legal owner of the Property as of the Effective Date of this Agreement.

“Project” means the anticipated development of the Property with the West Bay Yards mixed-use development, as further described in Section 11 below and **Exhibits B-F** attached hereto.

**Section 4: Exhibits.** Exhibits to this Agreement are as follows:

**Exhibit A** – Legal Description of the Subject Property

**Exhibit B** – Concept Site Plan – West Bay Yards

**Exhibit C** – Site Phasing Plan – West Bay Yards

**Exhibit D** – Building Phasing Plan – West Bay Yards

**Exhibit E** – Shoreline Conceptual Restoration Plan – West Bay Yards

**Exhibit F** – Construction Sequence – West Bay Yards

**Section 5: Parties to Development Agreement.** The Parties to this Agreement are:

“City”  
City of Olympia  
Post Office Box 1967  
Olympia, Washington 98507

“Property Owner”  
West Bay Development Group, LLC  
Post Office Box 1376  
Sumner, Washington 98390

The Parties acknowledge that after the Effective Date the Property or a portion thereof may be sold or otherwise lawfully transferred to another party or parties, and unless otherwise expressly released, successor purchasers or transferees will remain subject to the applicable provisions of this Agreement related to such portion of the Property.

**Section 6: Term of Agreement.** This Agreement commences upon the effective date of the Adopting Resolution approving this Agreement and continues in force for a period of fifteen (15) years, unless extended or terminated as provided herein. Following the expiration of the

term or any extension thereof, or if sooner terminated, this Agreement has no force and effect, subject however, to post-termination obligations of the Property Owner.

**Section 7: Vested Rights of Property Owner; Uses and Standards.** During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Property Owner is assured, and the City agrees, that the development rights, obligations, terms, and conditions specified in this Agreement are fully vested in the Property Owner under the Existing Land Use Regulations and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits attached hereto, or as expressly consented thereto by the Property Owner.

**Section 8: Modifications.** Any modifications from the approved permits or the Exhibits attached hereto requested by Property Owner may be approved in accordance with the provisions of the City's code and under the Existing Land Use Regulations and do not require an amendment to this Agreement.

**Section 9: Financing of Public Facilities.** Property Owner acknowledges and agrees that it shall participate in the funding and/or development of its pro-rata share of the costs of public improvements in accordance with the city code and under the Existing Land Use Regulations.

**Section 10: Land Use Development Application Fees.** Land use application fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City, and applicable to permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.

## **Section 11: Phasing of Development**

**11.1 Site Development Phasing.** The Property Owner shall construct and develop the Site improvements associated with the Project in two phases as generally depicted and described in **Exhibit C**, subject to approval of all required shoreline, land use, and construction permits. Each phase will meet all applicable code requirements.

### **11.1.1 Phase 1.** Phase 1 consists of construction of:

- frontage improvements on West Bay Drive from the southern Property boundary to north of the Woodard Trail pedestrian crossing;
- completion of a portion of shoreline restoration;
- construction of the waterfront trail;
- installation of public utility infrastructure (water, sewer, stormwater, roads, solid waste facilities) as generally depicted on **Exhibit C** and that will be specifically depicted on City approved construction permits; and
- any other site improvements required for Phase 1 to meet applicable code requirements as a “stand alone” project.

Construction of Phase 1 site improvements is anticipated to take approximately six months after issuance of required approvals and permits. Construction permits for Phase 1 site development may be issued once Property Owner receives all required City, state, and federal environmental and engineering approvals for Phase 1 shoreline restoration.

Completion bonding pursuant to Sections 2.050 and 2.030 of the Engineering Design and Development Standards will be required for the first three listed Site improvements in 11.1.2 prior to issuance of the first building permit for Phase 1. All of this work needs to be completed before a Certificate of Occupancy permit is issued for the last building in Phase 2, or 15 years after approval of this Agreement, whichever comes first.

**11.1.2 Phase 2.** Phase 2 of site development consists of:

- construction of remaining frontage improvements along West Bay Drive;
- completion of Phase 2 shoreline restoration;
- installation of remaining public utility infrastructure (water, sewer, stormwater, roads, solid waste facilities) as generally depicted on **Exhibit C** and described in Phase 2 narrative on Exhibit C, and that will be specifically depicted on City approved construction permits.; and
- any remaining Site improvements required for Phase 2 to meet applicable code requirements as a “stand alone” project.

Upon completion of Phase 1, the waterfront trail must remain open to the public except during periods of active adjacent site or building construction. Construction of Phase 2 site improvements is anticipated to take approximately six months after issuance of required approvals and permits. Construction permits for Phase 2 site development may be issued once Property Owner receives all required City, state, and federal environmental and engineering approvals for Phase 2 shoreline restoration.

**11.2 Building Phasing.** The Property Owner shall construct and develop the site in three phases as generally depicted in **Exhibit D** and described below, subject to approval of all required shoreline, land use, and building permits. The Property Owner shall construct each phase within five (5) years from the date the first building permit issued for development of improvements within that phase is issued. It is expected that one or more building and site development phases may overlap. Building permits may be issued once Property Owner receives all required City, state, and federal environmental and engineering approvals for Phase 1 and 2 shoreline restoration described in the preceding Section. Each phase must meet all applicable code requirements.

**11.2.1 Phase 1.** Phase 1 consists of:

- the construction of the plaza level from south of Building 2 to north of Building 3;

- construction of Buildings 2 and 3; and
- construction of associated required parking and plaza level landscape, hardscape, and pedestrian amenities for Buildings 2 and 3.

**11.2.2 Phase 2.** Phase 2 consists of:

- the construction of the plaza level north of Building 3;
- construction of Buildings 4 and 5; and
- construction of associated required parking and plaza level landscape, hardscape, and pedestrian amenities for Buildings 4 and 5.

**11.2.3 Phase 3.** Phase 3 consists of:

- the construction of the plaza level from south of Building 2 to the southern boundary of the Property;
- construction of Building 1; and
- construction of associated required parking and plaza level landscape, hardscape, and pedestrian amenities for Building 1.

**11.3 Duration of Phases.** The building and site development phasing described in Section 11 of this Agreement must be included within the scope of the shoreline substantial development permit application submitted for the Project in order to set the time requirements for completion of improvements as part of the action on the shoreline substantial development permit as provided for in WAC 173-27-090.

**11.4 Impact Fees.** Notwithstanding any other provision of this Agreement to the contrary, the Property Owner vests to the City's impact fee schedule and ordinance (OMC Ch. 15) in effect at the time the first building permit is issued for the corresponding building permit phase for the duration of that building phase. Vesting of impact fees under this provision lasts for the duration of the corresponding building phase only.

**Section 12: One Time Payment to City of Olympia Home Fund.** The Property Owner shall make a one-time payment of \$250,000.00 (Two Hundred Fifty Thousand and No/100 Dollars) to the City of Olympia Home Fund to develop and sustain supportive and affordable housing in the City. This payment shall be made to the City as a condition of issuance of building permits for construction of the first building in Phase 1, and shall be separate from and in addition to any Home Fund levy applicable to the Property.

**Section 13: Improvement of Public Lands.** The Property Owner shall improve and, if necessary, dedicate to the City rights of way as required in the permits/approvals for each phase of the development, consistent with this Agreement and as set forth in its Exhibits.

**Section 14: Default.** Subject to extensions of time by mutual consent, in writing, failure or delay by any Party to this Agreement to perform any term or provision of this Agreement constitutes a default. In the event of an alleged default or breach of any terms or conditions of

this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice, in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30)-day period, the Party charged may not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30)-day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the complaining Party may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Olympia Municipal Code or state law for violations of this Agreement and the Code.

**Section 15: Termination.** This Agreement expires or terminates as provided below:

**15.1** This Agreement automatically expires and is of no further force and effect if the development contemplated in this Agreement and all of the permits or approvals issued by the City for such development are not substantially underway prior to expiration of such permits or approvals. Such expiration requires no City Council action. Nothing in this Agreement extends the expiration date of any permit or approval issued by the City for any development.

**15.2** This Agreement expires and is of no further force and effect if the Property Owner does not construct the Project substantially as described in this Agreement, or if the Property Owner submits applications for development of the Property that are inconsistent with this Agreement.

**15.3** This Agreement terminates upon the expiration of the term identified in Section 6 or when the Property has been fully developed, whichever first occurs, and all of the Property Owner's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

**15.4** If not earlier terminated, this Agreement terminates as provided upon the passage of the time periods set forth in Section 6 without City Council action.

**Section 16: Effect upon Termination on Property Owner Obligations.** Termination of this Agreement as to the Property Owner of the Property or any portion thereof does not affect any of the Property Owner's obligations to comply with the City of Olympia Shoreline Master Program, the Comprehensive Plan, or any applicable zoning codes or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees, or taxes.

**Section 17: Effects of Termination on City.** Upon termination of this Agreement as to the Property Owner of the Property, or any portion thereof, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this Agreement are no longer vested hereby with respect to the Property affected by such termination.

**Section 18: Assignment and Assumption.** The Property Owner may sell, assign, or transfer this Agreement with all its rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement.

**Section 19: Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits, run with the land and the benefits and burdens bind and inure to the benefit of the Parties. The Property Owner, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof, is obligated and bound by the terms and conditions of this Agreement, and is the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of a Property Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

**Section 20: Amendment to Agreement; Effect of Agreement on Future Actions**

**20.1** This Agreement may be amended by mutual written consent of all the Parties, provided that any such amendment must follow the process established by law for the adoption of a development agreement.

**20.2** Nothing in this Agreement prevents the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations affecting the Property during the term of this Agreement to the extent required by a serious threat to public health and safety, or as a result of superseding state or federal law.

**Section 21: Releases.** Property Owner may free itself from further obligations relating to the sold, assigned, or transferred Property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 22: Notices.** Notices, demands, or correspondence to the City or Property Owner are sufficiently given if sent by pre-paid First-Class U.S. mail to the addresses of the Parties as designated in Section 5. Notice to the City must be to the attention of both the City Manager and the Director of Community Planning and Development. The City is required to give notices to subsequent property owners only if the City is given written notice of their address for such Notice. The Parties may, from time to time, advise the other of new addresses for such Notices, demand, or correspondence.



**Section 23: Applicable Law and Attorneys' Fees.** This Agreement must be construed and enforced in accordance with the laws of the state of Washington. Venue for any action related to this Agreement is Thurston County Superior Court.

**Section 24: Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a Party to challenge this Agreement or any provision herein, each Party will bear their own cost of defense and all expenses incurred in the defense of such actions, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing Party or Parties in such litigation.

**Section 25: Specific Performance.** The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

**Section 26: Severability.** If any phrase, provision, or Section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the state of Washington that became effective after the effective date of the Resolution adopting this Agreement, and either Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the dates set forth below.

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Development Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

**CITY:**

**CITY OF OLYMPIA**

Date: 03/31/2021

By: Steven J. Burney  
Steven J. Burney, City Manager

**APPROVED AS TO FORM:**

By: Michael M. Young  
Michael Young, Deputy City Attorney

**PROPERTY OWNER:  
WEST BAY DEVELOPMENT GROUP, LLC**

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Development Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

Date: 03/31/2021

By: Ronald Newman  
Ronald Newman, Governor

## **Exhibit A**

### **Legal Description of Property**

#### **PARCEL A:**

That part of Block 2 of Schneider's Subdivision, as recorded in Volume 6 of Plats, page 77, records of Thurston County, Washington, lying North of the North line of the South 200 feet of Block 369 of Olympia Tide Lands extended West;

EXCEPTING THEREFROM right of way of Burlington Northern Inc.

#### **PARCEL B:**

Blocks 366, 367 and 369 of Olympia Tide Lands, records of Thurston County, Washington;

EXCEPTING THEREFROM the South 200 feet;

EXCEPTING THEREFROM right of way of Burlington Northern Inc.

#### **PARCEL C:**

Blocks 370 to 380 inclusive of Olympia Tide Lands, records of Thurston County, Washington;

TOGETHER WITH vacated streets attaching thereto by operation of law;

EXCEPTING THEREFROM that part of Lot 5 in said Block 380, lying Westerly of a line described as beginning at a point on the North line of said Block 380, North 84°07'33" East 30.7 feet from its Northwest corner and running thence South 3°23' East 159.01 feet to a point on the South line of said block, North 89°31'12" West 10.65 feet from its Southwest corner on the government meander line of Budd Inlet North 10°40'37" West 951.64 feet from the government meander corner at the Southeast corner of Hurd Donation Claim No. 59, Township 18 North, Range 2 West, W.M.;

EXCEPTING THEREFROM right of way of Burlington Northern Inc.

#### **PARCEL D:**

That part of Hurd Donation Claim No. 59, Township 18 North, Range 2 West, W.M., described as follows:

Beginning at the government meander corner at the Southeast corner of said Hurd Claim;

Running thence North 10°40'37" West 750.42 feet along the government meander line of Budd Inlet to the Southeast corner of tract conveyed to Delson Lumber Co., Inc., by deed dated September 7, 1948 and recorded under File No. 440337;

Running thence South 87°40'36" West along the South line of said Delson Lumber Co. tract 130 feet more or less to the Easterly line of West Bay Drive;

Thence Southeasterly along said Easterly line of West Bay Drive to the South line of said Hurd Claim;

Thence East along said South line 105 feet more or less to the POINT OF BEGINNING;

EXCEPTING THEREFROM right of way of Burlington Northern Inc.

**PARCEL E:**

That part of Hurd Donation Claim No. 59, Township 18 North, Range 2 West, W.M., described as follows:

Beginning at the Southeast corner of tract conveyed to Delson Lumber Co., Inc., by deed dated September 7, 1948 and recorded under File No. 440337, being a point on the government meander line of Budd Inlet, North 10°40'37" West 750.42 feet from the government meander corner at the Southeast corner of said Hurd Claim;

Running thence South 87°40'36" West along the South line of said Delson Lumber Co. tract 101.65 feet to the Easterly line of right of way of Burlington Northern Inc.;

Thence North 9°51'13" West along said Easterly line of right of way 71.93 feet;

Thence North 74°05' East 99.96 feet to said meander line;

Thence South 10°40'37" East along said meander line 95.81 feet to the POINT OF BEGINNING;

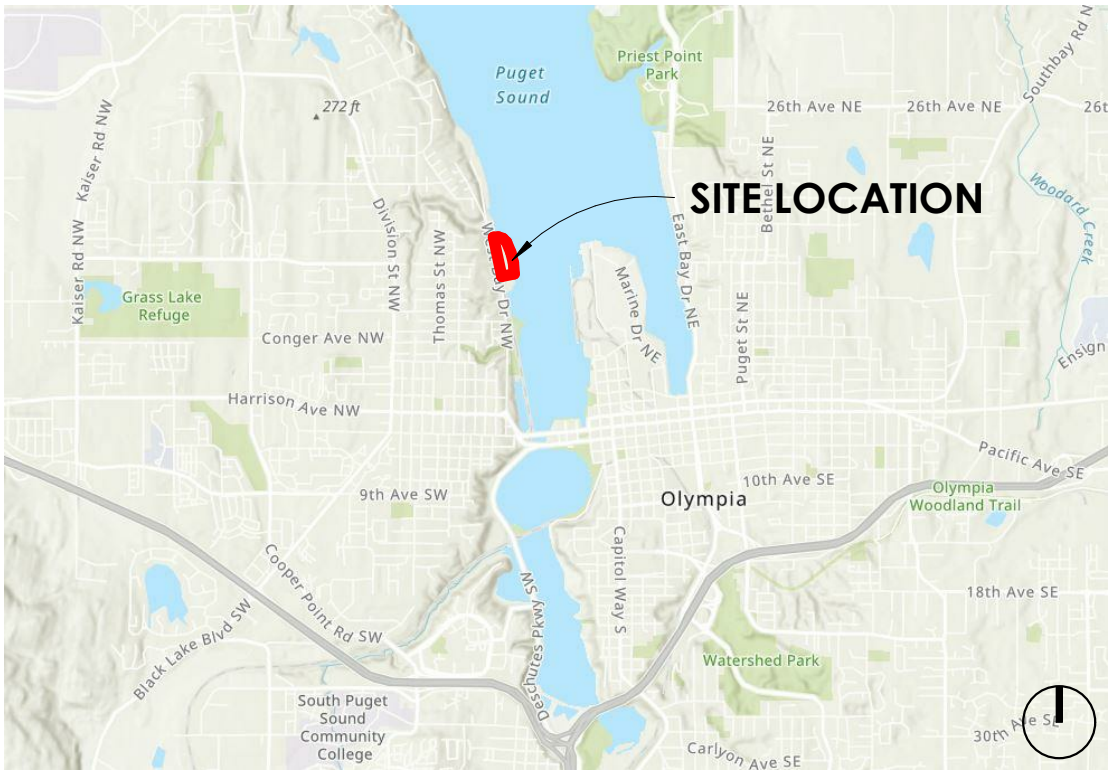
EXCEPTING THEREFROM right of way of Burlington Northern Inc.

In Thurston County, Washington.

## **Exhibit B**

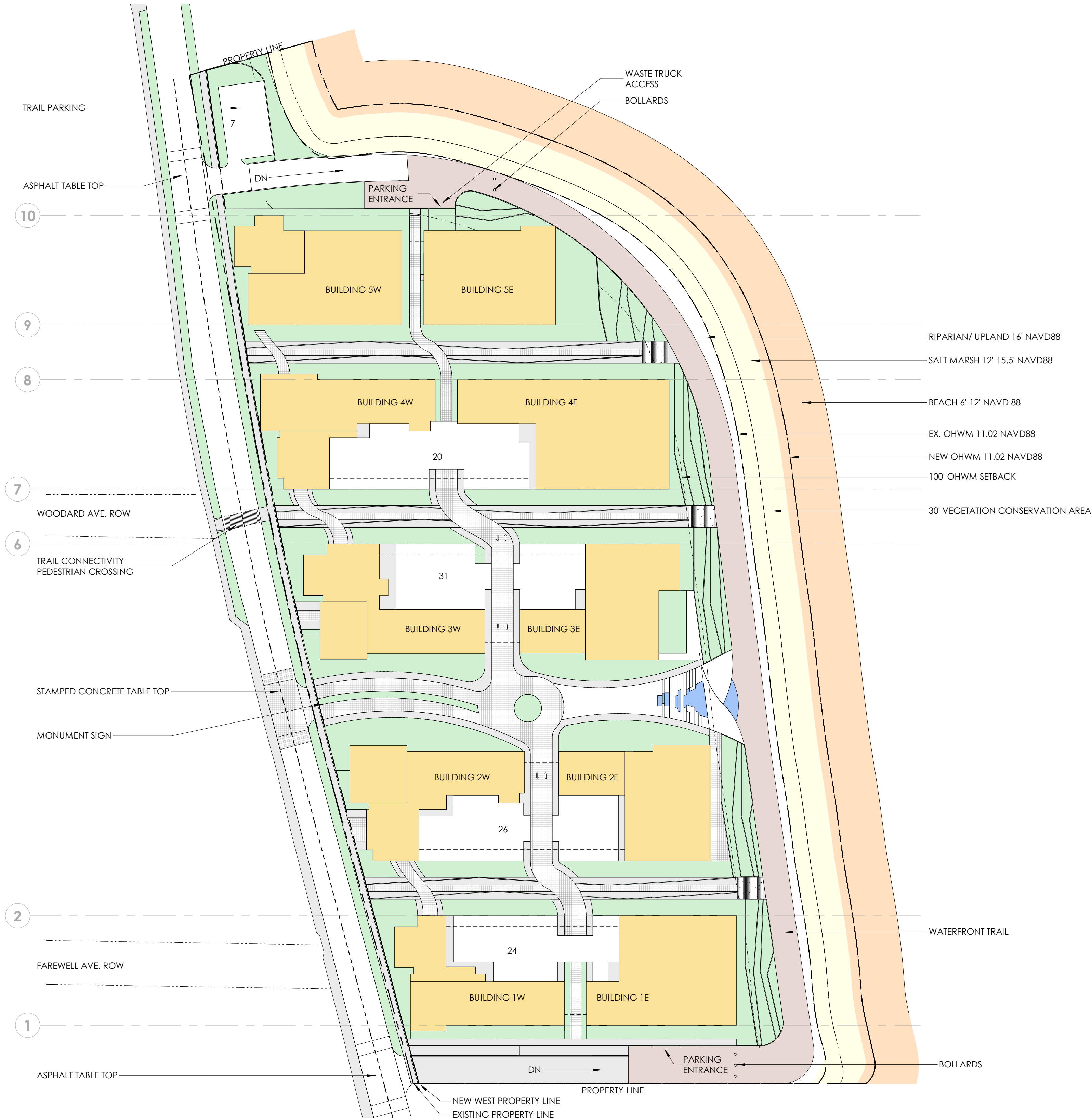
### **Concept Site Plan – West Bay Yards**

VICINITY MAP - SITE LOCATION



SITE INFORMATION

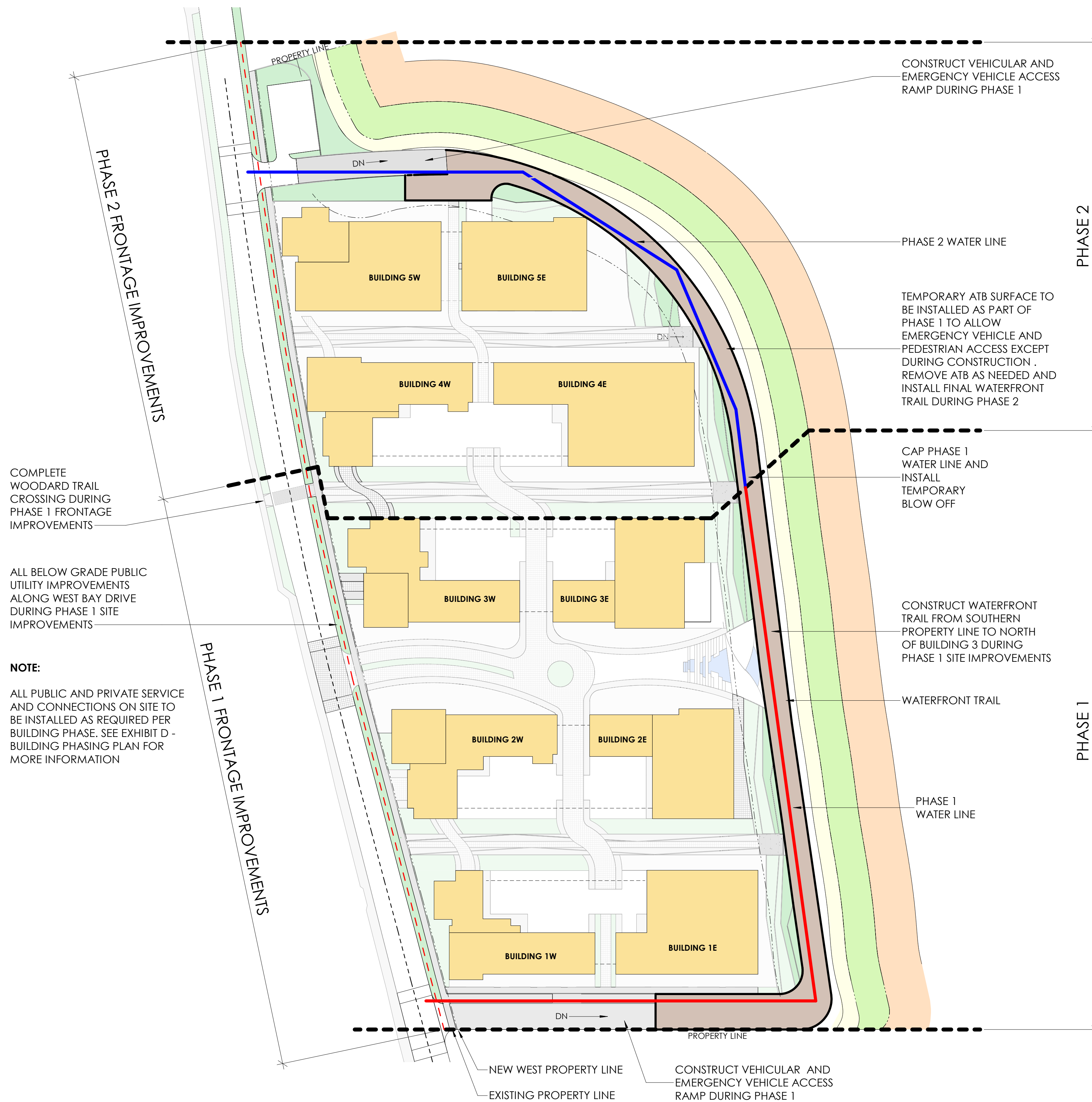
ABBREVIATION LEGAL: SCHNEIDER LOT 1 BLK 2 LESS S 200F TGW PT HURD DLC  
DAF: COM SE COR DLC W 95F N18-14W 2.215 CH; E 20F; N16-53W 140.5 F; W  
47.5F; N10-45W 120F; W 130F; N10-45W 60F; E 120F; N10-



## **Exhibit C**

### **Site Phasing Plan – West Bay Yards**





### PHASE 2 NARRATIVE

1. CONSTRUCTION OF REMAINING SHORELINE IMPROVEMENTS ALONG PROJECT BOUNDARY
2. CONSTRUCTION OF REMAINING FRONTAGE IMPROVEMENTS
3. CONSTRUCTION OF REQUIRED PUBLIC UTILITY INFRASTRUCTURE RELATED TO IMPROVEMENTS FOR BUILDINGS 4 (4W AND 4E) AND 5 (5W AND 5E).

### SHORELINE PHASING

1. ENVIRONMENTAL PERMITS FOR SHORELINE RESTORATION WILL BE SUBMITTED FOR BOTH PHASE 1 AND PHASE 2 SIMULTANEOUSLY
2. NO CONSTRUCTION WILL OCCUR PRIOR TO APPROVAL OF ENVIRONMENTAL PERMITS FOR SHORELINE RESTORATION
3. SHORELINE RESTORATION WILL OCCUR IN TWO PHASES AS NOTED IN THE SITE PHASING DRAWING ON THIS SHEET
4. UPON APPROVAL OF ENVIRONMENTAL PERMITS FOR SHORELINE RESTORATION CONSTRUCTION OF SITE AND BUILDING IMPROVEMENTS FOR PHASE 1 WILL COMMENCE.
5. UPON COMPLETION OF PHASE 1 SHORELINE RESTORATION AND PHASE 1 SITE AND BUILDING IMPROVEMENTS PHASE 2 SHORELINE RESTORATION AND PHASE 2 SITE AND BUILDING IMPROVEMENTS WILL COMMENCE.

### PHASE 1 NARRATIVE

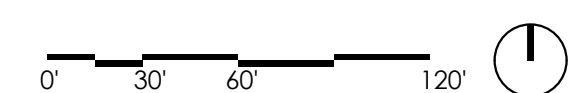
1. CONSTRUCTION OF FRONTAGE IMPROVEMENTS ALONG WEST BAY DRIVE SOUTHERN PROPERTY BOUNDARY TO THE NORTH OF THE WOODARD TRAIL PEDESTRIAN CROSSING.
2. CONSTRUCT BELOW GRADE UTILITY IMPROVEMENTS ALONG WEST BAY DRIVE ALONG THE ENTIRETY OF WESTERN PROPERTY BOUNDARY.
3. CONSTRUCTION OF SHORELINE ENHANCEMENTS FROM SOUTHERN PROPERTY LINE TO NORTHERN EXTENT OF PHASE 1
4. CONSTRUCTION OF WATERFRONT TRAIL ALONG SOUTH, EAST, AND NORTHERN PROPERTY
5. CONSTRUCTION OF WATER LINE TO THE NORTHERN EXTENT OF PHASE 1
6. CONSTRUCTION OF ASSOCIATED PUBLIC UTILITY INFRASTRUCTURE RELATED TO IMPROVEMENTS FOR BUILDINGS 2 (2W AND 2E) AND 3 (3W AND 3E) AND FUTURE CONSTRUCTION OF BUILDING 1 (1W AND 1E).



WEST BAY YARDS  
LUXURY WATERFRONT LIVING  
OLYMPIA

## SITE PHASING PLAN

WEST BAY DRIVE | OLYMPIA, WA  
SCHEMATIC DESIGN | 10/30/20



**A103.1**





## **Exhibit D**

### **Building Phasing Plan – West Bay Yards**



### PHASE 2 NARRATIVE

1. CONSTRUCTION OF PLAZA LEVEL FROM NORTH OF BUILDING 3 (3W AND 3E)
2. CONSTRUCTION OF BUILDING 4 (4E AND 4W), BUILDING 5 (5E AND 5W)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 4 (4E AND 4W) AND BUILDING 5 (5E AND 5W)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES

### PHASE 1 NARRATIVE

1. CONSTRUCTION OF PLAZA LEVEL FROM SOUTH OF BUILDING 2 (2W AND 2E) TO THE NORTH OF BUILDING 3 (3W AND 3E)
2. CONSTRUCTION OF BUILDING 2 (2E AND 2W) AND BUILDING 3 (3E AND 3W)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 2 (2W AND 2E) AND 3 (3W AND 3E)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES
5. CONSTRUCT SOLID WASTE FACILITIES ADJACENT TO NORTHERN VEHICULAR RAMP. INTERNAL SOLID WASTE MANAGEMENT BY OWNER.
6. EMERGENCY VEHICLE ACCESS CONSTRUCTED DURING PHASE 1 AND MAINTAINED THROUGHOUT CONSECUTIVE PHASES

### PHASE 3 NARRATIVE

1. CONSTRUCTION OF PLAZA LEVEL FROM SOUTH OF BUILDING 2 (2W AND 2E) TO THE SOUTH PROPERTY LINE
2. CONSTRUCTION OF BUILDING 1 (1W AND 1E)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 1 (1W AND 1E)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES



WEST BAY YARDS  
LUXURY WATERFRONT LIVING  
OLYMPIA

## BUILDING PHASING PLAN

WEST BAY DRIVE | OLYMPIA, WA  
SCHEMATIC DESIGN | 10/12/20

0' 30' 60' 120'



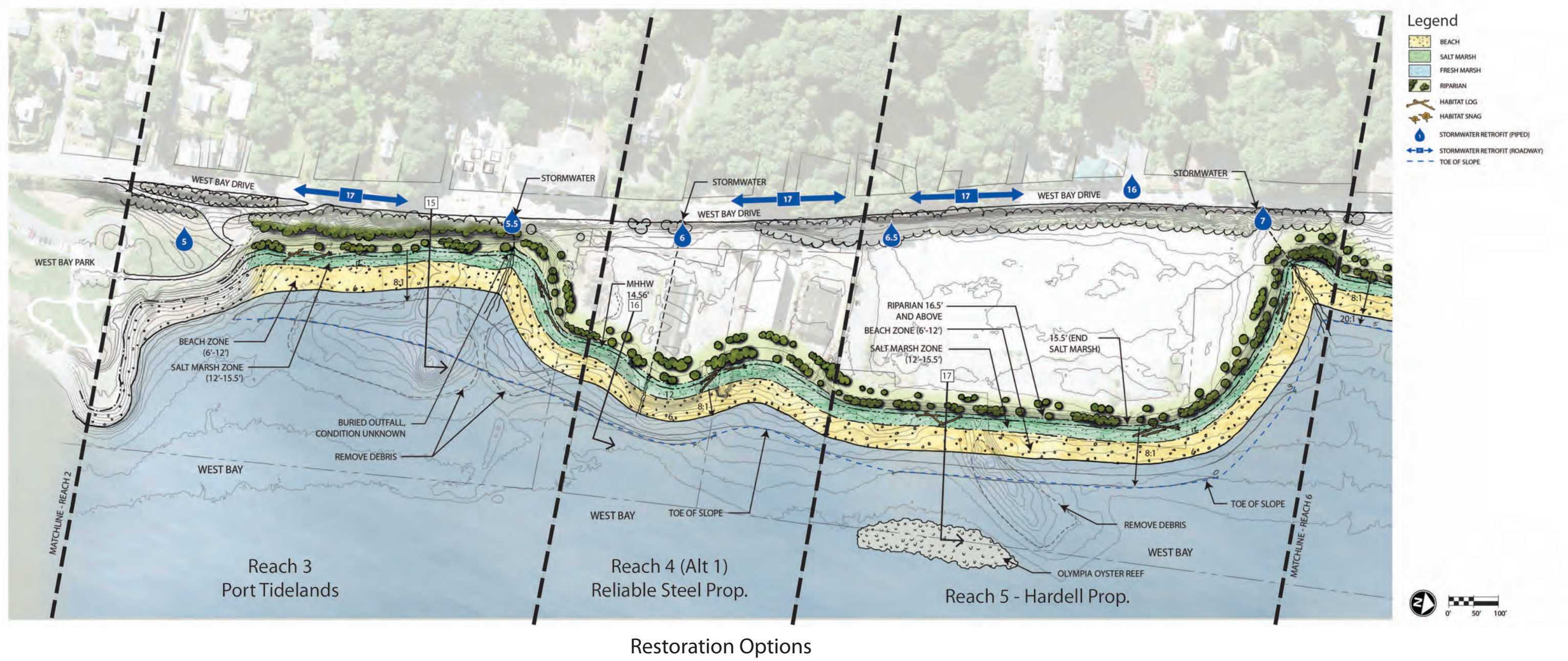
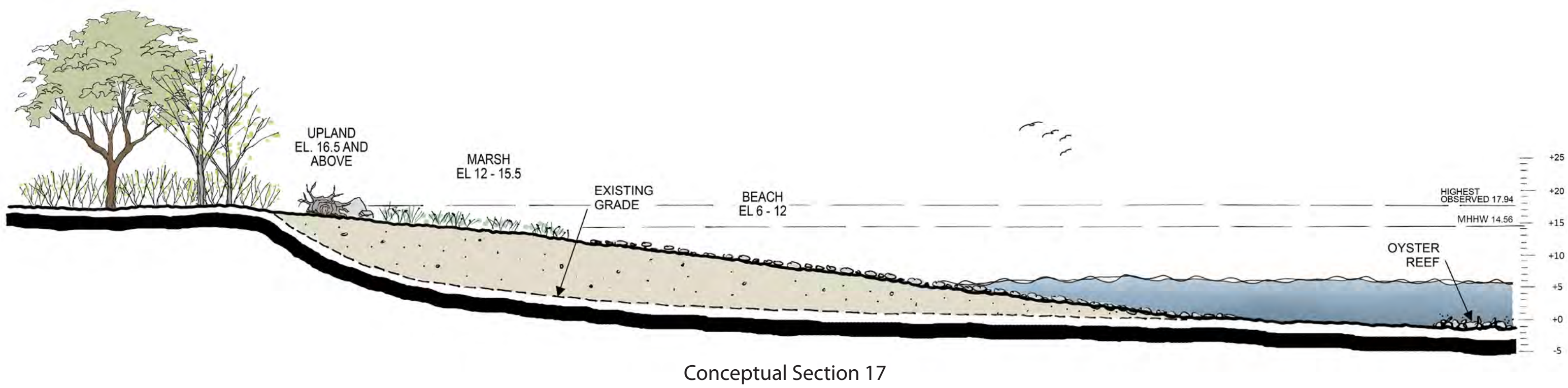
**A103.2**



## **Exhibit E**

### **Shoreline Conceptual Restoration Plan – West Bay Yards**





### Reaches 3, 4, 5



## **Exhibit F**

### **Construction Sequence**

# PHASE 1 —————>

# PHASE 2 —————>

# PHASE 3

## SITE IMPROVEMENTS

1. CONSTRUCTION OF FRONTAGE IMPROVEMENTS ALONG WEST BAY DRIVE SOUTHERN PROPERTY BOUNDARY TO THE NORTH OF THE WOODARD TRAIL PEDESTRIAN CROSSING.
2. CONSTRUCT BELOW GRADE UTILITY IMPROVEMENTS ALONG WEST BAY DRIVE ALONG THE ENTIRETY OF WESTERN PROPERTY BOUNDARY.
3. CONSTRUCTION OF SHORELINE ENHANCEMENTS FROM SOUTHERN PROPERTY LINE TO NORTHERN EXTENT OF PHASE 1
4. CONSTRUCTION OF WATERFRONT TRAIL ALONG SOUTH, EAST, AND NORTHERN PROPERTY
5. CONSTRUCTION OF WATER LINE TO THE NORTHERN EXTENT OF PHASE 1
6. CONSTRUCTION OF ASSOCIATED PUBLIC UTILITY INFRASTRUCTURE RELATED TO IMPROVEMENTS FOR BUILDINGS 2 (2W AND 2E) AND 3 (3W AND 3E) AND FUTURE CONSTRUCTION OF BUILDING 1 (1W AND 1E).

## BUILDING IMPROVEMENTS

1. CONSTRUCTION OF PLAZA LEVEL FROM SOUTH OF BUILDING 2 (2W AND 2E) TO THE NORTH OF BUILDING 3 (3W AND 3E)
2. CONSTRUCTION OF BUILDING 2 (2E AND 2W) AND BUILDING 3 (3E AND 3W)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 2 (2W AND 2E) AND 3 (3W AND 3E)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES
5. EMERGENCY VEHICLE ACCESS CONSTRUCTED DURING PHASE 1 AND MAINTAINED THROUGHOUT CONSECUTIVE PHASES.

## SITE IMPROVEMENTS

1. CONSTRUCTION OF REMAINING SHORELINE IMPROVEMENTS ALONG PROJECT BOUNDARY
2. CONSTRUCTION OF REMAINING FRONTAGE IMPROVEMENTS
3. CONSTRUCTION OF REQUIRED PUBLIC UTILITY INFRASTRUCTURE RELATED TO IMPROVEMENTS FOR BUILDINGS 4 (4W AND 4E) AND 5 (5W AND 5E).

## BUILDING IMPROVEMENTS

1. CONSTRUCTION OF PLAZA LEVEL FROM NORTH OF BUILDING 3 (3W AND 3E)
2. CONSTRUCTION OF BUILDING 4 (4E AND 4W), BUILDING 5 (5E AND 5W)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 4 (4E AND 4W) AND BUILDING 5 (5E AND 5W)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES

## SITE IMPROVEMENTS

1. COMPLETED IN PREVIOUS PHASES

## BUILDING IMPROVEMENTS

1. CONSTRUCTION OF PLAZA LEVEL FROM SOUTH OF BUILDING 2 (2W AND 2E) TO THE SOUTH PROPERTY LINE
2. CONSTRUCTION OF BUILDING 1 (1W AND 1E)
3. CONSTRUCTION OF PARKING LEVEL BELOW BUILDING 1 (1W AND 1E)
4. CONSTRUCTION OF ADJACENT SITE AND PLAZA LANDSCAPING, HARDSCAPING AND PEDESTRIAN AMENITIES