

RESOLUTION NO. R2016-011

A RESOLUTION of the City Council of the City of Tumwater, Washington, approving and authorizing the Mayor to execute a Development Agreement with the Port of Olympia.

WHEREAS, at RCW 36.70B.170 through .210, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; and

WHEREAS, the Port of Olympia ("Port") owns approximately 10.29 acres of real property located west of Cleanwater Drive SW between 72nd Avenue SW and Tumwater Boulevard SW, with addresses of 214 Tumwater Boulevard SW, 222 Tumwater Boulevard SW, 7201 Cleanwater Drive SW, 7209 Cleanwater Drive SW, 7217 Cleanwater Drive SW, 7225 Cleanwater Drive SW, 7233 Cleanwater Drive SW, and 7241 Cleanwater Drive SW, all located in Tumwater, Washington 98503, and all as more particularly described in Exhibit A; and

WHEREAS, City staff and the Port negotiated a development agreement for the Property (the "Development Agreement"), a hard copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to RCW 36.70B.200, on July 21, 2016, the City Council Public Works Committee held a public hearing, as required by law, on the Development Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Approval and Authorization. After reviewing the Development Agreement and considering all of the testimony and information presented at the public hearing, the City Council finds that the Development Agreement is consistent with the criteria set forth in RCW 36.70B.170 and approves the Development Agreement. The Mayor is authorized to execute the Development Agreement with the Port.

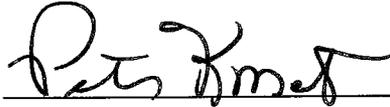
Section 2. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of the ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

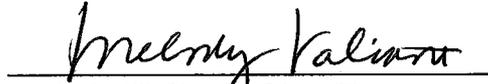
RESOLVED this 2nd day of August 2016.

CITY OF TUMWATER

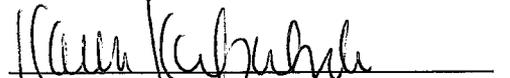


Pete Kmet, Mayor

ATTEST:


Melody Valiant, City Clerk

APPROVED AS TO FORM:


Karen Kirkpatrick, City Attorney

CITY OF TUMWATER
COMMUNITY DEVELOPMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DEVELOPMENT AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

Resolution No. R2016-011
Exhibit A – Development Agreement

GRANTOR(S) (LAST, FIRST, MIDDLE INITIAL)

City of Tumwater

GRANTEE(S) (LAST, FIRST, MIDDLE INITIAL)

Port of Olympia

(ADDITIONAL GRANTEES ON PAGE)

LEGAL DESCRIPTION

(ABBREVIATED FORM: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE, QUARTER/QUARTER)
Portions of NE ¼ of the NE ¼ of Sec 10, SW ¼ of the SW ¼ of Sec 02, and the SE ¼ of the SE ¼ of the Sec 03, T 17 N, R 02 W, WM, City of Tumwater, Thurston County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

82701600000, 82701600100, 82701600200, 12710110100

(ADDITIONAL PARCEL NUMBERS ON PAGE)

THE AUDITOR/RECORDER WILL RELY ON INFORMATION PROVIDED ON THIS FORM. COUNTY STAFF WILL NOT READ DOCUMENTS TO VERIFY ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED.



**PORT OF OLYMPIA AND CITY OF TUMWATER
DRAFT DEVELOPMENT AGREEMENT FOR CLEANWATER
CENTRE DEVELOPMENT**

THIS AGREEMENT is entered into this 4th day of August, 2016, by and between the City of Tumwater, a State of Washington municipal corporation (“City”) and the Port of Olympia, a Port District formed under chapter 53.04 RCW (“Port”).

WHEREAS, as stated in RCW 36.70B.170 through .210, the Washington State Legislature has authorized the execution of a development agreement between a local government and any person having ownership or control of real property within its jurisdiction; and

WHEREAS, Port is the owner of certain real property located in City’s Town Center district. Port’s property consists of approximately 10.29 acres, located west of Cleanwater Drive SW between 72nd Avenue SW and Tumwater Boulevard SW, with addresses of 214 Tumwater Boulevard SW, 222 Tumwater Boulevard SW, 7201 Cleanwater Drive SW, 7209 Cleanwater Drive SW, 7217 Cleanwater Drive SW, 7225 Cleanwater Drive SW, 7233 Cleanwater Drive SW, and 7241 Cleanwater Drive SW, all located in Tumwater, Washington 98503, and all as more particularly described in **Exhibit A** (the “Property”); and

WHEREAS, the Property is also known as Cleanwater Centre and is located in the City’s Town Center, and Port and City desire to work together for the re-development of the City’s Town Center. Consistent with common objective, Port intends to initiate improvements on the Property that include both redevelopment and new development (such improvements are referred to in this Agreement as the “Project”), and City has determined that the Project is beneficial to City; and

WHEREAS, the Project includes anticipated land use improvements that will trigger roadway improvements along the west and north boundaries of the Property, and the timing and scope of roadway improvements at the northwest corner of the Property and along the Property’s west boundary may be impacted by the possible presence of prairie species and habitat listed under the Endangered Species Act, 16 U.S.C. § 1531 et seq. (“ESA”), and the parties wish to specify the timing of required roadway improvements in light of potential ESA impacts; and

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between City and Port as follows:

1. **Recitals.** The Parties incorporate by reference the above recitals as though set forth fully herein.

2. Definitions.

Major Renovation - “major renovation” means improvements to the building that exceed 25% of the existing assessed valuation of the building as specified by the Thurston County Assessor at the time building permits are submitted for such renovation.

Redevelops – “redevelops” means the demolition and reconstruction of an existing building or the addition of a new building.

3. Roadway Work Associated with the Project. On February 3, 2016, City approved a preliminary short plat for the subdivision of the Property into two lots, “Lot 1” and “Lot 2.” The approved preliminary short plat is attached as Exhibit A. City agrees as follows with respect to roadway improvements required in association with the short plat:

3.1 Endangered Species Act Compliance.

3.1.1. The Property contains or abuts potentially suitable habitat for the four subspecies of the Mazama pocket gopher currently listed by the federal government in Thurston County as threatened under the ESA. Prior to project completion, additional species could become listed by the federal government under the ESA. If listed species are present, Port will pursue a Habitat Conservation Plan (“HCP”) with the United States Fish and Wildlife Service to allow for incidental take permits to be issued for development of the Project.

3.1.2. The City agrees to accept required mitigation for impacts to Mazama pocket gopher or any other federally listed species or habitat imposed by the United States Fish and Wildlife Service in any approved federal to satisfy the requirements of SEPA or land use permitting approvals under the City of Tumwater critical area ordinance for such mitigation, and shall further deem mitigation under the federal HCP as adequate for purpose of compliance with City critical area ordinance requirements for all development on the Property for the duration of the HCP. Port will submit a copy of any approved federal HCP to the City prior to issuance of permits for the Project.

3.2 Any right-of-way dedication, easements, utilities, street design and layout, and/or other improvement required by City and undertaken by Port for the Project must be consistent with the Town Center Street Design Plan and the Tumwater Development Guide.

- 3.3** Port will undertake right-of-way dedication, easements, utilities, street design and layout, or other development of a north/south roadway along the western boundary of Lot 2 at the earliest of the following triggers, provided that the Port has received approval of any required HCP and issuance of any required ESA incidental take permits: (1) Lot 2 redevelops; (2) major renovation of the existing building located at 300 Tumwater Boulevard SW occurs; or, (3) 10 years after the final short plat has been approved and recorded. The deadline to undertake these improvements may be extended by mutual written consent of City and Port.
- 3.4** Port will undertake right-of-way dedication, easement, utilities, and/or other development of that portion of 72nd Avenue SW running east/west along the northern boundary of Lot 2 at the earliest of the following triggers, provided that the Port has received approval of any required HCP and issuance of any required incidental take permits: (1) Lot 2 redevelops; (2) major renovation of the existing building located at 300 Tumwater Boulevard SW occurs; or, (3) 10 years after the final short plat has been approved and recorded. The deadline to undertake these improvements may be extended by mutual written consent of City and Port.
- 3.5** Neither the City or the Port shall be held in breach of its obligations set forth in Sections 3.3 and 3.4, above, if the issuance of permits or approvals required to begin, continue, or complete its obligations has been delayed due to circumstances beyond the control of City or Port or both, such as delay in issuance of any permit or authorization required for development of the roads under the ESA.
- 4. Term of Agreement.** This Agreement shall commence upon its Effective Date, and shall continue for ten (10) years or until such time that Port completes the improvements referenced in Sections 3.3 and 3.4, above, whichever is sooner, unless terminated earlier by mutual written consent of City and Port.
- 5. Vesting.** Except as otherwise expressly provided in this Agreement, the Project shall vest to the development regulations (for the purposes of this Agreement, development regulations include but are not limited to land use, zoning, utility, and street design standards, but excludes building construction codes such as the International Building Code, International Fire Code, and Uniform Plumbing Code) applicable to the Project under the Tumwater Municipal Code and any other applicable City zoning or land use laws or rules in effect as of February 3, 2016, the date of approval of the preliminary short plat attached as **Exhibit A**. Any amendments or additions made to City development regulations during the term of this Agreement shall not apply to or affect the

Project, except to the extent that county, state or federal laws preempt City's authority to vest development regulations. City reserves the authority to impose new or different officially adopted development regulations to the extent required by a serious threat to the public health and safety.

6. **Project Mitigation under SEPA.** The development of the Project as to Lot 1 has already undergone environmental review under the State Environmental Policy Act ("SEPA"), chapter 43.21C RCW. Port served as lead agency, and issued a Determination of Non-significance ("DNS") for the Project as to Lot 1 on January 5, 2016, a copy of which is attached as **Exhibit B**. The development of the Project as to Lot 2 will be subject to environmental review under SEPA if and when specific site development, redevelopment or major renovation of the existing building located at 300 Tumwater Boulevard SW is proposed and is not exempt from SEPA review.
7. **Utility Extensions.** The Property is located in City's utility service area. City water and sewer utilities are already located in Cleanwater Drive SW, 72nd Avenue SW, and Tumwater Boulevard SW. City development regulations require Port to extend sanitary sewer and water utilities within the new street right-of-way to be located along the western boundary of Lot 2, the timing of such extension as set forth in Sections 2.3 and 2.4, above.
8. **Latecomer Agreements.** City acknowledges that in conjunction with the Project, Port is installing at its own expense water and sewer facilities that will benefit other properties. City agrees that Port can enter into a latecomer agreement(s) as provided for in chapter 35.91 RCW and chapter 13.16 TMC in order to recover a proportionate share of the cost of these facilities from benefitted properties, excluding any financial contribution received from City. Nothing in this Agreement shall preclude or limit Port's ability to enter into such latecomer agreement(s).
9. **Project Design and Development Standards.** Subject to the vesting provisions set forth in Section 4, above, and unless otherwise provided in this Agreement, Project design shall be subject to City's development standards as that term is used in RCW 36.70B.170(3), and unless otherwise stated in this Agreement, Port shall adhere to City's applicable development standards.
10. **General Provisions.**
 - 10.1. Binding on Successors.
 - 10.1.1. This Agreement shall bind and inure to the benefit of the Parties and their successors in interest, and may be assigned to any successor in interest to the Project or Property.

- 10.1.2.** This Agreement is intended to protect the value of, and facilitate the use and development of, the Property and to protect the public health, safety, and welfare of City. Therefore, the covenants set forth herein shall be construed to and do touch and concern the Property and the benefits and burdens inuring to Port and to City from this Agreement shall run with the land and shall be binding upon Port, its heirs, successors, and assigns, and upon City.
- 10.2.** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this Agreement shall be in Thurston County Superior Court.
- 10.3.** Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.
- 10.4.** Authority. City and Port each represents and warrants to the other that it has the respective power and authority, and is duly authorized, to execute and deliver this Agreement and that the persons signing on its behalf are duly authorized to do so. Port further represents and warrants that it is the fee owner of the Property, that it has authority to agree to the covenants and provisions contained herein, and that there are no other persons or entities with any fee interest in the Property.
- 10.5.** Amendment. This Agreement may be modified only by written instrument authorized by the City Council and duly executed by the Mayor and Port, and their successors and assigns; provided, however, notwithstanding the provisions of this Agreement to the contrary, City may, without the agreement of Port, adopt and impose upon the Property restrictions and development regulations different than those set forth herein, if required by a serious threat to public health and safety.
- 10.6.** Exhibits. All exhibits attached hereto are incorporated herein by this reference as if fully set forth herein.
- 10.7.** Headings. The headings in this Agreement are inserted for reference

only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

10.8. Integration - Scope of Agreement. This Agreement and its exhibits represent the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. This Agreement does not set forth all conditions applicable to the Project to the extent that additional conditions may be imposed as part of any permit issued by City.

10.9. Enforcement and Breach. Subject to the notice and cure provisions of this Section, in the event either party fails to satisfy any of its obligations under this Agreement, the other party shall have the right to enforce this Agreement by an action at law for damages or in equity for specific performance. The Parties acknowledge that damages alone are not an adequate remedy for breach by either party. In addition to the remedies set forth herein, in the event of a breach of this Agreement by Port, City may enforce this Agreement under the enforcement provisions of the Tumwater Municipal Code in effect at the time of the breach. In addition to the remedies set forth herein, in the event of a breach of this Agreement by City, Port may terminate this Agreement and take action to seek to amend the Comprehensive Plan, zoning designation of the Property, and/or development regulations applicable to the Project. No party shall be in breach of this Agreement unless it has failed to cure within a period of thirty (30) days after written notice of breach from the other party. A notice of breach shall specify the nature of the alleged breach and the manner in which the breach may be cured. If the nature of the breach is such that it cannot be reasonably cured within thirty (30) days, then a party shall not be deemed in breach if the party commences a cure within thirty (30) days and, thereafter, diligently pursues completion of the cure.

10.10. Notice. Any notice required or provided under this Agreement shall be to the party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

To: City of Tumwater
Attn: Name, Title
Re: Development Agreement re Town Center with Port of Olympia
Address
Tumwater, Washington Zip Code

With a copy to:
City Attorney
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

To: Port of Olympia
Attn: Clarita Mattox, Port of Olympia Real Estate Operations
Manager
Re: Development Agreement re Town Center with City of
Tumwater 606 Columbia Street NW, Suite 300
Olympia, Washington 98501

With a copy to:
Heather L. Burgess, General
Counsel Phillips Burgess, PLLC
724 Columbia Street NW, Suite 320
Olympia, WA 98501

- 10.11. Attorneys' Fees. In any action brought to enforce this Agreement or for damages resulting from a breach thereof, the prevailing party as determined by the court, shall be entitled to recover its reasonable attorneys' fees.
- 10.12. Recording. The Agreement shall be recorded in Thurston County.
- 10.13. No Third Parties. The Agreement is made and entered into for the benefit of the Parties and their successors and assigns. No other person or entity is an intended third-party beneficiary. No other person or entity shall have any right of action under this Agreement.
- 10.14. Counterparts. This Agreement, and any signed documents executed according to the terms of this Agreement, may be executed in any number of counterparts, each of which will be deemed an original hereof and will together constitute one and the same document.
- 10.15. Effective Date. This Agreement shall take effect upon the date last signed below by City's Mayor and Port's Executive Director, signifying mutual acceptance by the Parties through each party's corresponding public process.

SIGNED below by the authorized representatives of City and Port:

CITY:

CITY OF TUMWATER

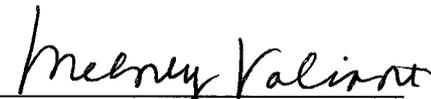
A Washington municipal corporation

By: 
Pete Kmet

Its: Mayor

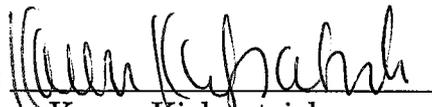
Date: August 4, 2016

ATTEST this 4th day of August, 2016:

By: 
Melody Valant

Its: City Clerk

APPROVED AS TO FORM:

By: 
Karen Kirkpatrick
City Attorney

PORT:
PORT OF OLYMPIA
a Washington municipal corporation

By: 
E.B. Galligan

Its: Executive Director

Date: 8.18.16

APPROVED AS TO FORM:

By: 
Heather L. Burgess
Port of Olympia Counsel

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 18 day of August, 2016, before me personally appeared E.B. Galligan, to me known to be the Executive Director of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument.

DATED this 18th day of August, 2016.


NOTARY PUBLIC in and for the State of Washington.

My commission expires: July 18, 2019

EXHIBITS

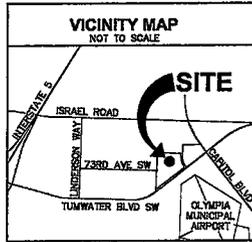
- A. Preliminary Short Plat and Legal Description of Property
- B. SEPA DNS dated January 5, 2016



EXHIBIT A

Preliminary Short Plat and Legal Description of Property

EXHIBIT A



WE, THE PORT OF OLYMPIA, OWNERS IN FEE SIMPLE OF THE PROPERTY HEREBY DIVIDED, ACKNOWLEDGE THAT THE CREATION OF THIS SHORT PLAT IS OF OUR FREE WILL AND CONSENT.

OWNER(S) _____

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ A.D. 20____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____

TO ME KNOWN TO BE THE AGENT(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY CONSENT. WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT _____

CITY OF TUMWATER
SHORT PLAT SS-15-1129-TW

PORTIONS OF NE 1/4 OF THE NE 1/4 OF SEC 10, SW 1/4 OF THE SW 1/4 OF SEC 02, AND THE SE 1/4 OF THE SE 1/4 OF SEC 03, T 17 N, R 02 W, WM, CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON

ORIGINAL TRACT ASSESSOR'S PARCEL NO(S).
 82701800000, 82701800100, 82701800200, 12710110100

PUBLIC WORKS DIRECTOR
 EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 2018

 TUMWATER PUBLIC WORKS DIRECTOR

COUNTY ASSESSOR
 EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 2018

 THURSTON COUNTY ASSESSOR

COUNTY TREASURER
 I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 20____.

 THURSTON COUNTY TREASURER

COMMUNITY DEVELOPMENT DIRECTOR
 EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 2018

 TUMWATER DIRECTOR OF COMMUNITY DEVELOPMENT

FINANCE DIRECTOR
 I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 20____.

 FINANCE DIRECTOR-CITY OF TUMWATER

COUNTY AUDITOR
 FILED FOR RECORD THIS ____ DAY OF _____, 2018,
 AT THE REQUEST OF AHBL, INC.

AUDITOR'S FILE NO. _____

 THURSTON COUNTY AUDITOR

DEPUTY AUDITOR _____

ORIGINAL LEGAL DESCRIPTION

PER FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. 2498898 DATED JULY 30, 2015

PARCEL 1:
 THAT PART OF THE SOUTHWEST QUARTER OF SECTION 2, OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 228°03' EAST ALONG THE EAST LINE OF SAID SECTION 3 A DISTANCE OF 478.89 FEET; THENCE NORTH 88°10'27" WEST 52.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°10'27" WEST 521.00 FEET; THENCE SOUTH 238°03' WEST 328.00 FEET; THENCE SOUTH 89°10'27" EAST 211.87 FEET; THENCE SOUTH 37°28'38" EAST 294.22 FEET; THENCE NORTH 62°33'21" EAST 262.78 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET A DISTANCE OF 87.85 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 517.48 FEET A DISTANCE OF 300.58 FEET; THENCE NORTH 200°03' EAST 33.28 FEET TO THE TRUE POINT OF BEGINNING. TAX PARCEL NO. 8270 18 00100

PARCEL 2:
 THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3 AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTIONS 3 AND 10 A DISTANCE OF 898.88 FEET NORTH 88°18'44" WEST OF THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE NORTH 31°58'37" EAST 174.80 FEET TO THE MOST WESTERLY CORNER OF A 6.314 ACRE TRACT AS INDICATED ON THE PORT OF OLYMPIA DRAWING NO. 2-45; THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID TRACT SOUTH 88°10'27" EAST 211.87 FEET; SOUTH 37°38'39" EAST 294.22 FEET; THENCE SOUTH 62°33'21" WEST 172.00 FEET; NORTH 37°28'38" WEST 137.41 FEET; NORTH 1°48'53" EAST 78.89 FEET AND NORTH 88°18'44" WEST 285.48 FEET TO THE POINT OF BEGINNING. TAX PARCEL NO. 8270 18 00200

PARCEL 3:
 THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE NORTH 88°18'44" WEST ALONG THE NORTH LINE OF SAID SECTION 384.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1°48'53" WEST 78.89 FEET; THENCE SOUTH 37°28'38" EAST 137.41 FEET; THENCE SOUTH 62°33'21" WEST 487.20 FEET; THENCE NORTH 1°44'18" EAST 481.80 FEET TO THE NORTH LINE OF SAID SECTION 10; THENCE SOUTH 88°18'44" EAST 278.48 FEET TO THE TRUE POINT OF BEGINNING. TAX PARCEL NO. 1271 01 10100

PARCEL 4:
 THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 88°18'43" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 858.88 FEET; THENCE LEAVING SAID LINE NORTH 31°58'28" EAST A DISTANCE OF 34.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°18'43" WEST A DISTANCE OF 17.36 FEET; THENCE NORTH 02°07'42" EAST A DISTANCE OF 408.29 FEET; THENCE SOUTH 88°10'56" EAST A DISTANCE OF 30.39 FEET; THENCE NORTH 02°07'16" EAST A DISTANCE OF 24.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 23.80 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°41'58" A DISTANCE OF 36.79 FEET TO THE SOUTH MARGIN OF 72ND AVENUE SW (FORMERLY 71ST AVENUE SW) AS SHOWN ON ENDING SITE PLAN RECORDED UNDER AUDITOR'S FILE NO. 8890044; THENCE SOUTH 88°10'45" EAST ALONG SAID MARGIN A DISTANCE OF 33.18 FEET; THENCE LEAVING SAID MARGIN SOUTH 02°07'42" WEST A DISTANCE OF 328.89 FEET; THENCE SOUTH 31°58'28" WEST A DISTANCE OF 136.70 FEET TO THE POINT OF BEGINNING.

ADDRESS TABLE

BUILDING #9:	7201 CLEANWATER DR SW
BUILDING #10:	7209 CLEANWATER DR SW
BUILDING #11:	7217 CLEANWATER DR SW
BUILDING #12:	7225 CLEANWATER DR SW
BUILDING #13:	7233 CLEANWATER DR SW
BUILDING #14:	7241 CLEANWATER DR SW
BUILDING #15:	214 TUMWATER BV SW
BUILDING #16:	222 TUMWATER BV SW
BUILDING #17:	300 TUMWATER BV SW
BUILDING #18:	7248 CLEANWATER DR SW

SURVEYOR'S NOTE

CENTRE STREET (73RD AVENUE SW) AND MAIN STREET (CLEANWATER DRIVE SW) WERE DEDICATED TO THE USE OF THE PUBLIC IN THE PLAT OF WEST BROUGHTON PARK AS RECORDED DECEMBER 22, 1891. PURSUANT TO SECTION 32 OF THE WASHINGTON TERRITORIAL SESSION LAWS OF 1889-90, ANY COUNTY ROAD, OR PART THEREOF, WHICH HAS HERETOFORE BEEN OR MAY HEREAFTER BE AUTHORIZED, WHICH REMAINS UNOPENED FOR PUBLIC USE FOR THE SPACE OF FIVE YEARS AFTER THE ORDER IS MADE OR AUTHORITY GRANTED FOR OPENING THE SAME, SHALL BE AND THE SAME IS HEREBY VACATED, AND THE AUTHORITY FOR BUILDING THE SAME BARRED BY LAPSE OF TIME. THIS LAW REMAINED UNCHANGED UNTIL MARCH 12, 1898. SINCE THE STREETS WITHIN THE LIMITS OF THIS PROPERTY ARE NOT, AND HAVE NOT BEEN, OPEN FOR PUBLIC USE, THEY WERE VACATED BY OPERATION OF LAW. THE OWNER OF THE ADJUTING PROPERTY WILL BE PURSUING A QUIET TITLE ACTION TO CONFIRM THIS POINT.



2215 North 30th Street, Suite 300 Tacoma, WA 98403
 253.353.2422 TEL. 253.383.2972 FAX www.ahbl.com WEB

COUNTY TREASURER
 I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 20____.

 THURSTON COUNTY TREASURER

COMMUNITY DEVELOPMENT DIRECTOR
 EXAMINED AND APPROVED BY ME THIS ____ DAY OF _____, 2018

 TUMWATER DIRECTOR OF COMMUNITY DEVELOPMENT

FINANCE DIRECTOR
 I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 20____.

 FINANCE DIRECTOR-CITY OF TUMWATER

COUNTY AUDITOR
 FILED FOR RECORD THIS ____ DAY OF _____, 2018,
 AT THE REQUEST OF AHBL, INC.

AUDITOR'S FILE NO. _____

 THURSTON COUNTY AUDITOR

DEPUTY AUDITOR _____

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT SHORT PLAT _____ OF SECTIONS 2, 3, AND 10, TOWNSHIP 17 NORTH, RANGE 02 WEST, W.M.; THAT THE DISTANCES AND COURSES SHOWN THEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED ON THE GROUND.

DAWD C. FOLLANSBEE LS 48181 DATE _____

ORIGINAL TRACT OWNER

PORT OF OLYMPIA _____ PHONE _____

808 COLUMBIA ST NW SUITE 300

OLYMPIA, WA 98501

EXISTING ZONING _____ TO _____

SOURCE OF WATER _____ CITY OF TUMWATER

TYPE OF ACCESS _____ PUBLIC

SEWER SYSTEM _____ CITY OF TUMWATER

SCALE _____ NO. OF LOTS 2

DRAWN BY TD CHECKED BY DF JOB NO. 2140114

ADDRESS TABLE

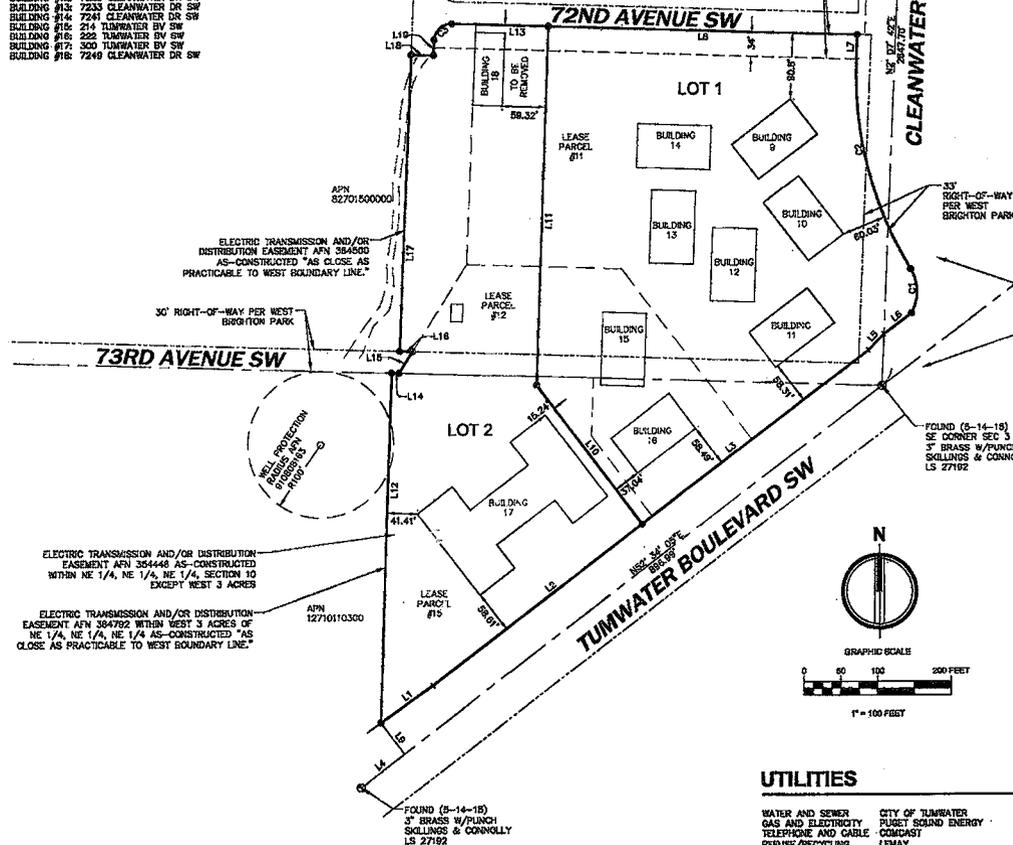
BUILDING #8: 7201 CLEANWATER DR SW
 BUILDING #10: 7209 CLEANWATER DR SW
 BUILDING #11: 7217 CLEANWATER DR SW
 BUILDING #12: 7225 CLEANWATER DR SW
 BUILDING #13: 7233 CLEANWATER DR SW
 BUILDING #14: 7241 CLEANWATER DR SW
 BUILDING #15: 214 TUMWATER BV SW
 BUILDING #16: 222 TUMWATER BV SW
 BUILDING #17: 300 TUMWATER BV SW
 BUILDING #18: 7249 CLEANWATER DR SW

BOUNDARY DETAIL

AREA TO BE DEDICATED TO THE CITY OF TUMWATER FOR ROAD PURPOSES UPON RECORDING OF THIS PLAT

**CITY OF TUMWATER
 SHORT PLAT SS-15-1129-TW**

PORTIONS OF NE 1/4 OF THE NE 1/4 OF SEC 10, SW 1/4 OF THE SW 1/4 OF SEC 02, AND THE SE 1/4 OF THE SE 1/4 OF SEC 03, T 17 N, R 02 W, WM, CITY OF TUMWATER, THURSTON COUNTY, WASHINGTON



FOUND (5-14-15)
 WGS/THURSTON 1036845
 2.5" BRASS W/PUNCH AT
 CAPITOL AND TUMWATER BLVD

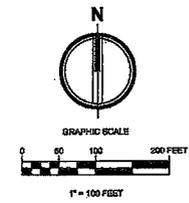
SEWER EASEMENT APN 1134411 FALLS WITHIN CLEANWATER DRIVE SW AND TUMWATER BLVD SW AND DOES NOT AFFECT THE SUBJECT PROPERTY.

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	68.60	S34° 02' 19"W
L2	381.40	N52° 34' 05"E
L3	358.61	S52° 34' 05"W
L4	76.06	S52° 34' 05"W
L5	30.56	N43° 09' 08"E
L6	47.31	N52° 33' 47"E
L7	33.28	N2° 07' 42"E
L8	422.01	N88° 10' 48"W
L9	53.49	S37° 25' 55"E
L10	236.47	S37° 17' 00"E
L11	461.83	S1° 49' 12"W
L12	477.88	N1° 53' 55"E
L13	132.17	S88° 10' 48"E
L14	9.70	N88° 15' 43"W

LINE TABLE

LINE #	LENGTH	DIRECTION
L10	34.73	N31° 56' 28"E
L16	17.36	S88° 16' 43"E
L17	405.29	S2° 07' 42"W
L18	30.30	N88° 10' 50"W
L19	21.13	S2° 07' 18"W



UTILITIES

WATER AND SEWER CITY OF TUMWATER
 GAS AND ELECTRICITY TUMWATER SOUND ENERGY
 TELEPHONE AND CABLE COMCAST
 REUSE/RECYCLING LEMAY
 SCHOOL DISTRICT TUMWATER

BASIS OF BEARING

NAD 83/91 WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE
 THURSTON COUNTY HORIZONTAL CONTROL
 HOLDING COUNTY MONUMENT NUMBERS 37414 AND 38845
 POINT NO. 37444
 N=810203.0774
 E=1038707.4628
 2.5" BRASS DISK WITH PUNCH; 6" NORTH OF AIRPORT FENCE.
 POINT NO. 38845
 N=810203.2205
 E=1040218.279
 2.5" BRASS DISK WITH PUNCH AT TUMWATER BLVD AND CAPITOL BLVD.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	63.06	60.00	60°12'57"	N1° 02' 30"W	60.20
C2	300.56	617.49	33°16'48"	S14° 30' 36"E	296.38
C3	36.79	23.50	89°41'56"	S46° 58' 14"W	33.15

LEGEND

○ FOUND MONUMENT AS NOTED
 ⊙ SET PROPERTY CORNER

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING. BEARS OR EXCEEDS THE MINIMUM STANDARDS AND STATUTES OF WAC 332-150.

ORIGINAL PARCEL AREA

446,399 SF (10.29 AC)

NEW PARCEL AREAS

LOT 1 267,674 SF (6.11 AC)
 LOT 2 180,685 SF (4.38 AC)



AHBL
 TACOMA • SEATTLE • SPOKANE • TRI-CITIES
 2215 North 30th Street, Suite 300 Tacoma, WA 98403
 253.853.2422 TEL 253.853.2572 FAX www.ahbl.com WSA

EXHIBIT B

SEPA DNS dated January 5, 2016

EXHIBIT B

NOTICE OF
STATE ENVIRONMENTAL POLICY ACT
DETERMINATION OF NONSIGNIFICANCE (DNS)

Port of Olympia
SEPA 16-01
Tumwater Town Center Campus Site Work Project

Description of Proposal: The Port proposes to redevelop a portion of its property bordered by Tumwater Boulevard, Cleanwater Drive, and 72nd Avenue. The approximately 5.91 acre property known as "Lot 1" contains eight existing one story framed buildings originally constructed in the 1970's to provide leasable office space for State agencies and other businesses. To support the redevelopment of the structures and to meet the City's requirements, the site improvements will include the construction of new parking and pedestrian sidewalks and updating the site's infrastructure. The cost of improvements will trigger the City's requirements for the half street improvement of 72nd Avenue SW along the north boundary of the site and updating of the site to meet the City's stormwater requirements.

Location of Proposal: The project location includes street addresses in Tumwater, WA, including 214 Tumwater Boulevard SW, 222 Tumwater Boulevard SW, 7201 Cleanwater Drive SW, 7217 Cleanwater Drive SW, 7225 Cleanwater Drive SW, 7233 Cleanwater Drive SW, 7241 Cleanwater Drive SW. Portions of the NE Quarter of the NE Quarter of Section 10, the SW Quarter of Section 02, and the SE Quarter of the SE Quarter of Section 03, Township 17 N, Range 02 W of the Willametter Meridian. Latitude 46°58'57"

Proponent: Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

Lead Agency: Port of Olympia

Responsible Official: Alexandra K. Smith
Environmental Program Manager
Port of Olympia
(360) 528-8020

Date of Issuance: January 5, 2016

Determination: The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.020(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This Determination of Nonsignificance (DNS) is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date of issuance.

**NOTICE OF
STATE ENVIRONMENTAL POLICY ACT
DETERMINATION OF NONSIGNIFICANCE (DNS)**

Public Comment: Comments must be received by 5:00 p.m., January 19, 2016, addressed to:

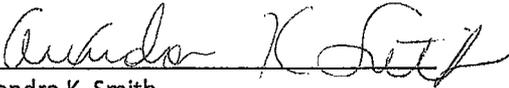
Barb Tope
Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501

Or by e-mail to sepa@portolympia.com

Appeal Procedure: Pursuant to RCW 43.21C.075(3), this Determination of Nonsignificance may be appealed by any agency or aggrieved person. Appeals must be filed with the Responsible Official within twenty-one (21) calendar days from the end of the comment period.

Appeal Deadline: Appeals must be received by February 9, 2016.

Issued by:



Alexandra K. Smith
Port of Olympia, Environmental Program Manager

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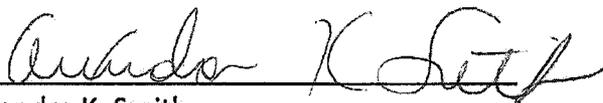
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