

- STANDARD PARKING STALLS ARE
- COMPACT PARKING STALLS MAY
- ALL SIDEWALKS ARE MIN. 5'-0"
- U.O.N. SCORING PATTERN WITH A
- CURB LOCATION AND TYPE REFE
- PROVIDE DETECTABLE WARNING
- RAMP.
- COMPLY WITH IBC CHAPTER 11



SITE KEY NOTES:

- MONUMENT SIGN INTERNALLY ILLUMINATED ON CONCRETE PEDESTAL (UNDER SEPARATE PERMIT)
- EXISTING CURB CUT.
- NEW CURB CUT, SEE CIVIL.
- BICYCLE RACKS.
- 96"X30"WX16"H PREFABRICATED DECORATIVE CONCRETE PLANTER BOX.
- 96"X17"D PREFABRICATED BENCH WITH WOODEN SLAT SEAT AND BACK, AND METAL LEGS.
- TRASH ENCLOSURE, CMU ENCLOSURE WITH DECORATIVE GATES (6" GATED).
- TRANSFORMER.
- CONCRETE SIDEWALK WITH DECORATIVE PATTERN.
- DIRECTIONAL SIGNAGE/MARKINGS
- LOADING ZONE, STRIPED.
- ADA PARKING SPACES WITH SIGNAGE, SEE DETAIL.
- COVERED LOADING PORCH.
- ILLUMINATED BOLLARDS, TYP.
- SITE LIGHTING - POLE MOUNTED
- EXTEND EXISTING PAVEMENT STRIPING FULL WIDTH OF STREET AND CURBOUT.
- LINE OF BUILDING ABOVE.
- TRANSFORMER SCREEN WITH DECORATIVE GATES.
- EXISTING BUS STOP
- GAS METER.
- EXISTING SIDEWALK PER CIVIL AND SURVEY.
- CAST IN PLACE CONCRETE CURBS TYPICAL.
- ASPHALT PAVING TYPICAL.
- LANDSCAPING TYPICAL AT ISLANDS AND YARDS.
- EXISTING CROSSWALKS.
- WATER METER. SEE CIVIL C6.
- CONCRETE STAIR: (4) 6" RISERS/ 12" TREADS
- PROVIDE CONTRASTING PAVING WHERE PEDESTRIAN SIDEWALK CROSSES DRIVE AISLE.



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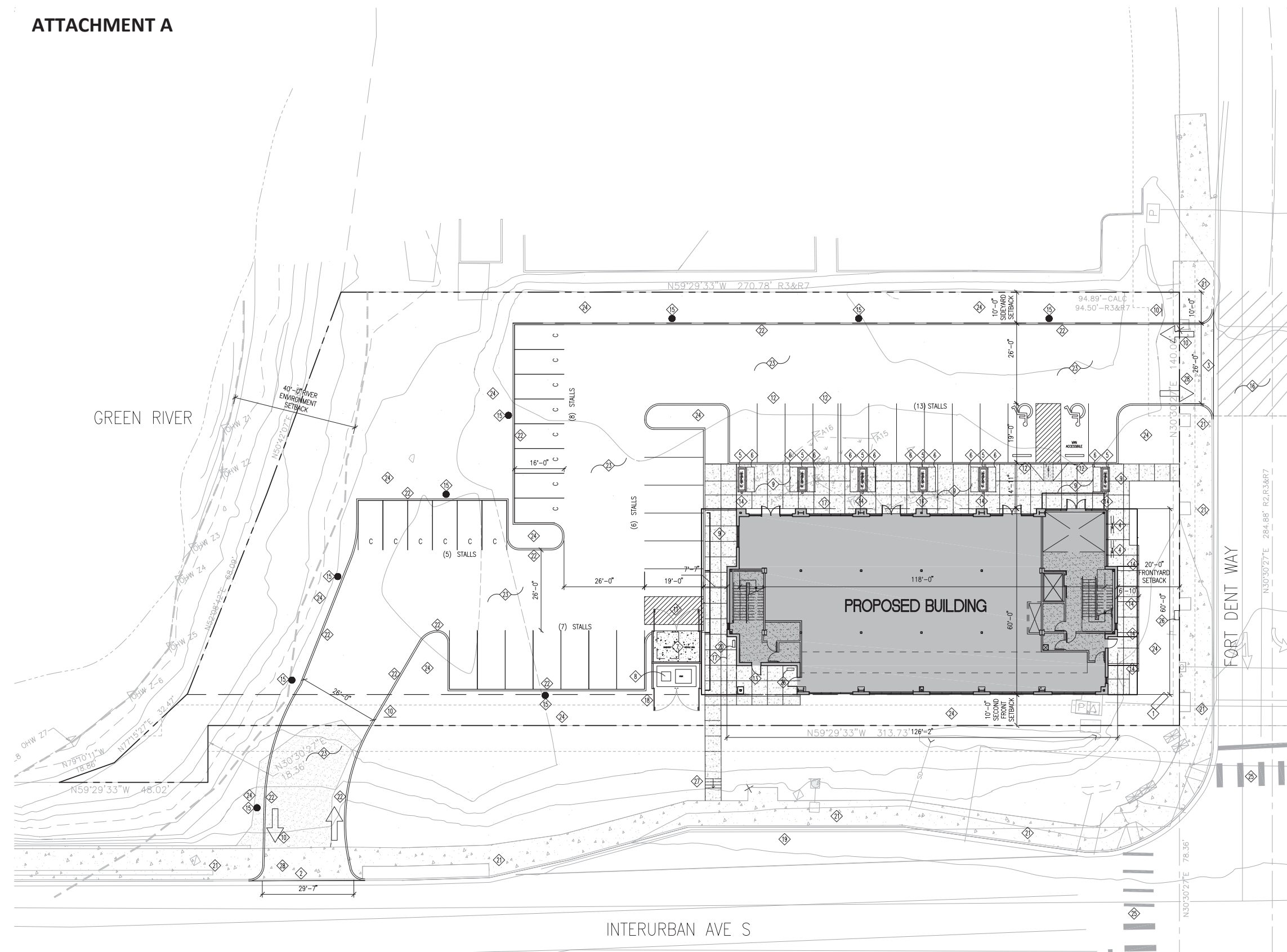
KING LASIK
6700 FORT DENT WAY
TUKWILA, WA

CONSULTANT

NOT FOR CONSTRUCTION

Submittals/Revisions:
11/30/2017 SSDP/DR
08/21/2018 REVIEW RESPONSE

Sheet Title: ARCHITECTURAL SITE
PLAN
Date: 11/26/17
Design: CB + JW
Drawn: VL
Project No: 16-067
Approved:
Building No:



(BASIS OF BEARINGS)
N59°29'33"W 343.73'(CALC)
344.87'(MEAS)

08/23/18 - 4:28pm 16-067 King Lasik_A01 (ARCHITECTURAL SITE PLAN) JAW



1 ARCHITECTURAL SITE PLAN
1/16" = 1' - 0"



GENERAL

1. STANDARD PARKING STP
2. COMPACT PARKING STA
3. ALL SIDEWALKS ARE MI
4. SCORING PATTERN WITH CURB LOCATION AND T
5. PROVIDE DETECTABLE W RAMP.
6. COMPLY WITH IBC CHAF
7. DOOR HARDWARE - CO STAINLESS TYPICAL THR



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PLAN KEY NOTES:

1. CANOPY BELOW-STEEL CHANNEL PERIMETER, ALUMINUM FRAMES, LAMINATED GLAZING.
2. CANOPY ABOVE
3. LINE OF SECOND FLOOR ABOVE
4. POTENTIAL BATHROOM ROOM LOCATIONS (FUTURE TENANT IMPROVEMENT)
5. POTENTIAL CORRIDOR LOCATION (FUTURE TENANT IMPROVEMENT)
6. CURTAINWALL SYSTEM - INSULATED GLAZING, THERMAL BREAK (KAWNEER 1600, WALL SYSTEM 1 WITH THERMAL BREAK)
7. STOREFRONT SYSTEM - INSULATED GLAZING, THERMAL BREAK, 6" DEPTH (KAWNEER TRIFAB 601T WITH THERMAL BREAK)
8. STOREFRONT SYSTEM - INSULATED GLAZING, THERMAL BREAK, 4 1/2" DEPTH (KAWNEER TRIFAB VG 451T THERMAL BREAK)
9. 1 HOUR RATED WALLS AND SHAFTS TYPICAL: 5/8" TYPE "X" GWB BOTH SIDES 6" STEEL STUDS (DEEPER STUDS AT X BRACES)
10. FIRE RATED GLAZING AND FRAMES AT LOBBY
11. CONCRETE SLAB OVER VAPOR BARRIER OVER GRANULAR FILL, STAIN AND POLISH CONCRETE FLOORS IN LOBBY AREA, SECOND FLOOR CONCRETE SLAB OVER METAL DECK.
12. TYPICAL STEEL COLUMNS - NONCOMBUSTIBLE
13. STEEL STAIR AND GUARDRAIL - BLACKENED STEEL FINISH, PRECAST CONCRETE TREADS, PERFORATED STAINLESS STEEL RISERS, SWAGED STAINLESS STEEL (SS) CABLES, SS HANDRAILS
14. STEEL GUARDRAIL - BLACKENED STEEL FINISH, SWAGED SS CABLES, SS HANDRAIL
15. PREFABRICATED STAIR - STEEL CONSTRUCTION, PAINTED, CONCRETE PAN LANDING AND TREADS, STEEL GUARDRAILS AND HANDRAILS
16. MOP SINK AND SHELVES
17. ILLUMINATED EXIT SIGN.
18. STOREFRONT DOORS, INSULATED GLAZING. (KAWNEER 360 INSULATED SYSTEM - MEDIUM 4" STILE)
19. SOLID CORE METAL DOORS IN HM FRAMES, PAINTED FINISH. INSULATED METAL WITH VIEWPORT, RATED.
20. SOLID CORE WOOD DOORS IN HM FRAMES, VENEER FINISH. FULL LAMINATED GLAZING AT MEDICAL OFFICE ENTRY. RATED.
21. TPO LOW-SLOPE ROOFING SYSTEM
22. ROOF DRAIN AND OVERFLOW DRAIN
23. MECHANICAL EQUIPMENT TBU, CURB MOUNTED WITH CRICKETS.
24. MECHANICAL EQUIPMENT SCREEN MOUNTED TO EQUIPMENT.
25. PREFINISHED COPING ENTIRE PERIMETER
26. ROOF ACCESS HATCH WITH LADDER AND GUARDRAIL
27. 30X42 AREA OF REFUGE
28. TAPERED RIGID INSULATION CRICKET.
29. "X" BRACE LOCATION.
30. HANDRAIL - WALL MOUNTED (ACROBYN).
31. DOWNSPOUT WITHIN PRE-FINISHED ALUMINUM COLUMN COVER.
32. PRE-FINISHED ALUMINUM COLUMN COVER

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Submittals/Revisions:

11/30/2017 SSDP/DR

Sheet Title: FIRST FLOOR PLAN

Date: 11/26/17

Design: CB + JW

Drawn: VL

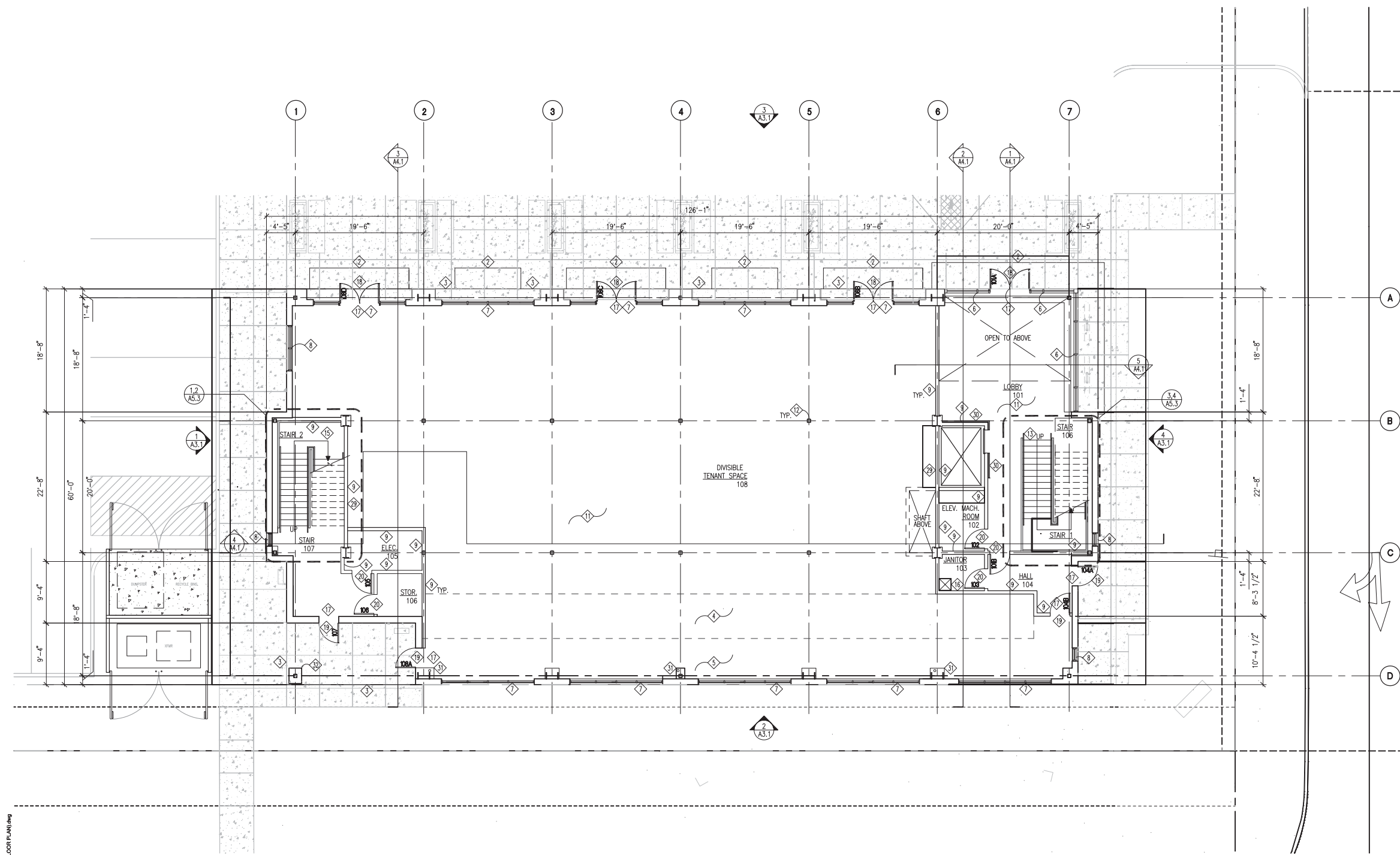
Project No: 16-067

Approved:

Building No:

17 of 211 **A2.01**

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1 FIRST FLOOR PLAN
1/8" = 1'-0"

06/22/18 - 4.43pm 16-067 King Lasik_A2.01 (FIRST FLOOR PLAN).dwg



GENERAL NOTES:

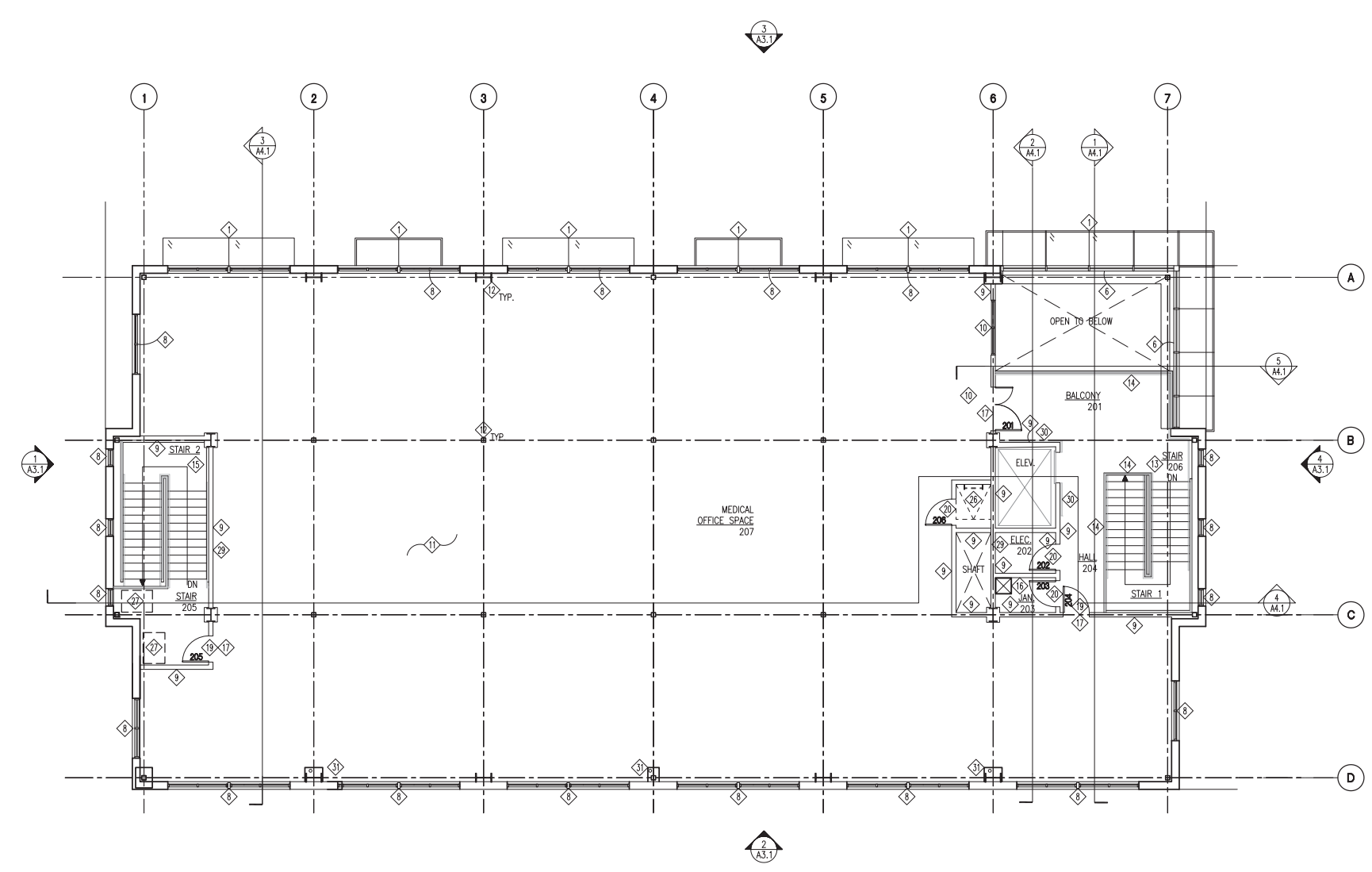
1. STANDARD PARKING STALLS ARE
2. COMPACT PARKING STALLS MARK
3. ALL SIDEWALKS ARE MIN 5'-0"
4. SCORING PATTERN WITH MAX 1:2
5. CURB LOCATION AND TYPE REFE
6. PROVIDE DETECTABLE WARNING
7. RAMP.
8. COMPLY WITH IBC CHAPTER 11
9. DOOR HARDWARE - COMMERCIAL
10. STAINLESS TYPICAL THROUGHOUT



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PLAN KEY NOTES:

1. CANOPY BELOW-STEEL CHANNEL PERIMETER, ALUMINUM FRAMES, LAMINATED GLAZING.
2. CANOPY ABOVE
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8. STOREFRONT SYSTEM - INSULATED GLAZING, THERMAL BREAK, 4 1/2" DEPTH (KAWNEER TRIFAB VG 4511 THERMAL BREAK)
9. 1 HOUR RATED WALLS AND SHAFTS TYPICAL: 5/8" TYPE "X" GWB BOTH SIDES 6" STEEL STUDS (DEEPER STUDS AT X BRACES)
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19. SOLID CORE METAL DOORS IN HM FRAMES, PAINTED FINISH. INSULATED METAL WITH VIEWPORT, RATED.
20. SOLID CORE WOOD DOORS IN HM FRAMES, VENEER FINISH. FULL LAMINATED GLAZING AT MEDICAL OFFICE ENTRY. RATED.
21. TPO LOW-SLOPE ROOFING SYSTEM
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31. DOWNSPOUT WITHIN PRE-FINISHED ALUMINUM COLUMN COVER.
32. PRE-FINISHED ALUMINUM COLUMN COVER



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Submittals/Revisions:
11/30/2017 SSDP/DR

Sheet Title: SECOND FLOOR PLAN

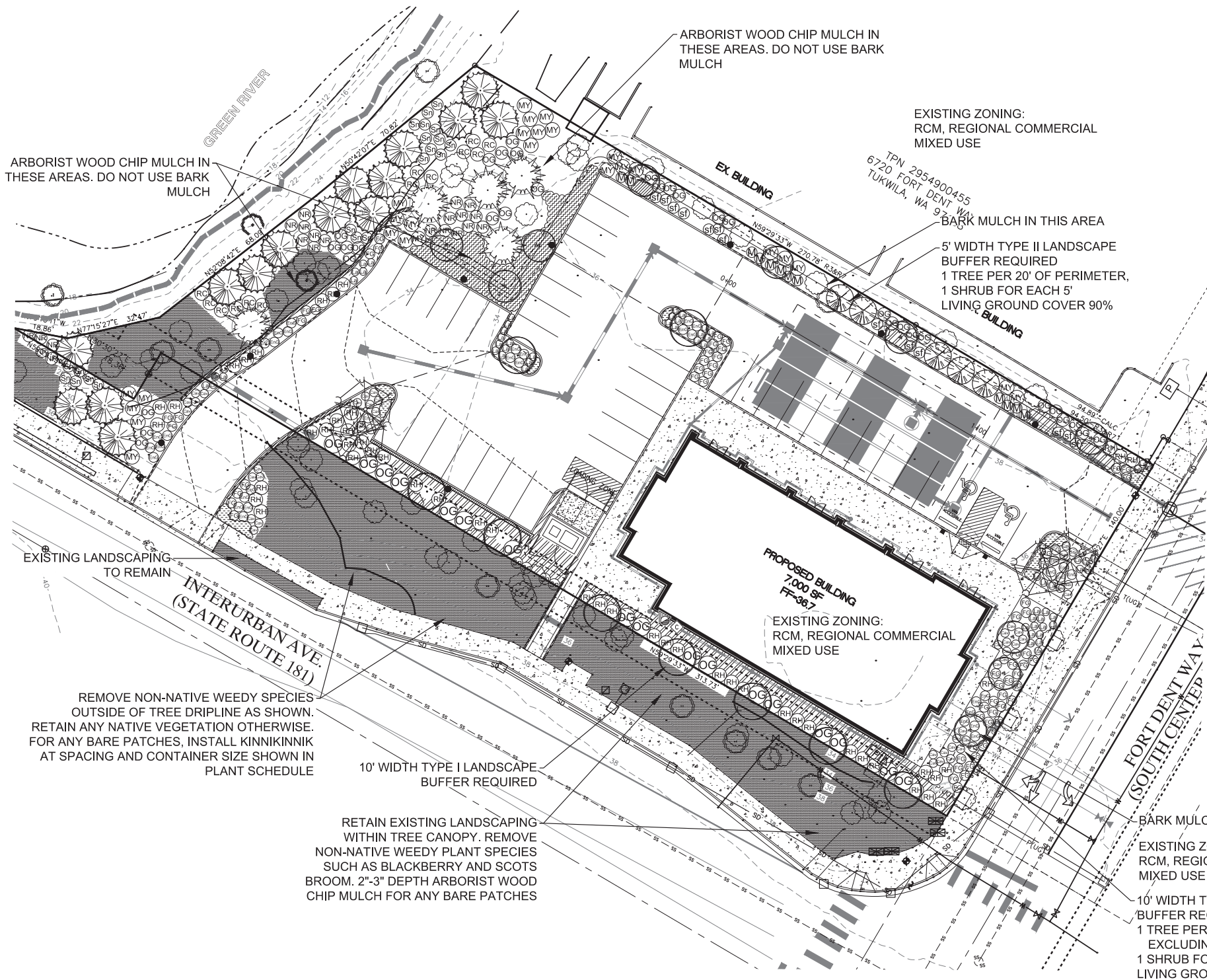
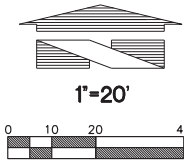
Date: 11/26/17
Design: CB + JW
Drawn: VL
Project No: 16-067
Approved:
Building No:

19 of 211 **A2.02**
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PRELIMINARY TREE RETENTION, LANDSCAPE, and IRRIGATION SET

FOR KING LASIK BUILDING

A PORTION OF THE NW ¼ OF THE SW ¼ OF SECTION 24, AND THE NE ¼ OF SE ¼ OF SECTION 23 TOWNSHIP 23 NORTH, RANGE 4 EAST W.M.
CITY OF TUKWILA, KING COUNTY



LANDSCAPE LEGEND

EXISTING LANDSCAPING TO REMAIN

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAMES	SIZE CONDITION	SPACING	QUANTITY	REMARKS
TREES:					
	THUJA PLICATA 'EXCELSA' / COLUMNAR WESTERN RED CEDAR	6'-8" HT. B & B	AS SHOWN	5	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN, UN-CUT LEADER
	ACER CIRCINATUM / VINE MAPLE	8'-10" HT. B & B	AS SHOWN	10	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN
	ACER RUBRUM 'ARMSTRONG' / COLUMNAR RED MAPLE	2" CAL B & B	AS SHOWN	9	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR STREET TREE USE, BRANCHED AT 6'
	PSEUDOTSUGA MENZESII / DOUGLAS FIR	6' HEIGHT B & B	AS SHOWN	5	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN, UN-CUT LEADER
	STYRAX JAPONICA / JAPANESE SNOWBELL	2" CAL B & B	AS SHOWN	4	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN FOR STREET TREE USE, BRANCHED AT 5'
	THUJA PLICATA / WESTERN RED CEDAR	6' HEIGHT B & B	AS SHOWN	15	STAKE & GUY ONE GROWING SEASON; NURSERY GROWN, UN-CUT LEADER
FOR ALL DECIDUOUS TREES, OTHER THAN VINE MAPLE, AS THE TREE MATURES, PRUNE LOWER LIMBS UNTIL THERE IS A 7' HEIGHT CLEAR SPACE FROM FINISH GRADE TO LOWEST LIMB					
SHRUBS:					
	PENNISETUM ALOPECUROIDES 'HAEMEL' / DWARF FOUNTAIN GRASS	18" HT MIN.	AS SHOWN	63	FULL AND BUSHY
	LAVANDULA SP. 'HIDCOTE' / LAVENDER	18" HT MIN.	AS SHOWN	60	FULL AND BUSHY
	EUONYMUS FORTUNEI 'EMERALD N GOLD' / EUONYMUS	18" HT MIN.	AS SHOWN	37	FULL AND BUSHY
	MAHONIA AQUIFOLIUM / TALL OREGON GRAPE	18" HT MIN.	AS SHOWN	47	FULL AND BUSHY
	PIERIS JAPONICA 'CAVATINE' / PIERIS	18" HT MIN.	AS SHOWN	44	FULL AND BUSHY
	MYRICA CALIFORNICA / PACIFIC WAX MYRTLE	18" HT MIN.	AS SHOWN	27	FULL AND BUSHY
	RHODODENDRON SP. 'ANAH KRUSCHKE' / RHODIE	18" HT MIN.	AS SHOWN	49	FULL AND BUSHY
	POLYSTICHUM MUNITUM / SWORD FERN	18" HT MIN.	AS SHOWN	14	FULL AND BUSHY
	MAHONIA NERVOZA / LOW OREGON GRAPE	18" HT MIN.	AS SHOWN	12	FULL AND BUSHY
	SYMPHORICARPOS ALBUS / SNOWBERRY	18" HT MIN.	AS SHOWN	24	FULL AND BUSHY
	ROSA NUTKANA / NOOTKA ROSE	18" HT MIN.	AS SHOWN	22	FULL AND BUSHY
	RIBES SANGUINEUM / RED FLOWERING CURRANT	18" HT MIN.	AS SHOWN	13	FULL AND BUSHY
GROUNDCOVERS:					
	BERGENIA CRASSIFOLIA 'BRESSINGHAM RUBY' / ELEPHANT EAR	1 GALLON	24" O.C.	AS REQ'D	HOLD 12" FROM BORDERS, SHRUBS, AND TREES
	GAULTHERIA SHALLON / SALAL	1 GALLON	36" O.C.	AS REQ'D	HOLD 12" FROM BORDERS, SHRUBS, AND TREES
	ARCTOSTAPHYLOS UVA-URSI 'MASSACHUSETTS' / KINKIKINNIK	1 GALLON	24" O.C.	AS REQ'D	HOLD 12" FROM BORDERS, SHRUBS, AND TREES

1 8/20/18 BLS JMV / Appr. / REVISED PER CITY COMMENTS

PRELIMINARY LANDSCAPE PLAN FOR KING LASIK BUILDING

For: KING LASIK 6700 FORT DENT WAY TUKWILA, WA 98188

Scale: Horizontal 1"=20' Vertical N/A
Designed: JMV
Drawn: JMV
Checked: JMV
Approved: JMV
Date: 04/17/17

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES



Job Number: 17052
Sheet: L-2 of 5



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Submittals/Revisions:
11/30/2017 SSDP/DR

Sheet Title: SITE LIGHTING PLAN

Date: 11/26/17
Design: CB + JW
Drawn: VL
Project No: 16-067
Approved:
Building No:



Comments

Drawn By: RONI BRZITSKI

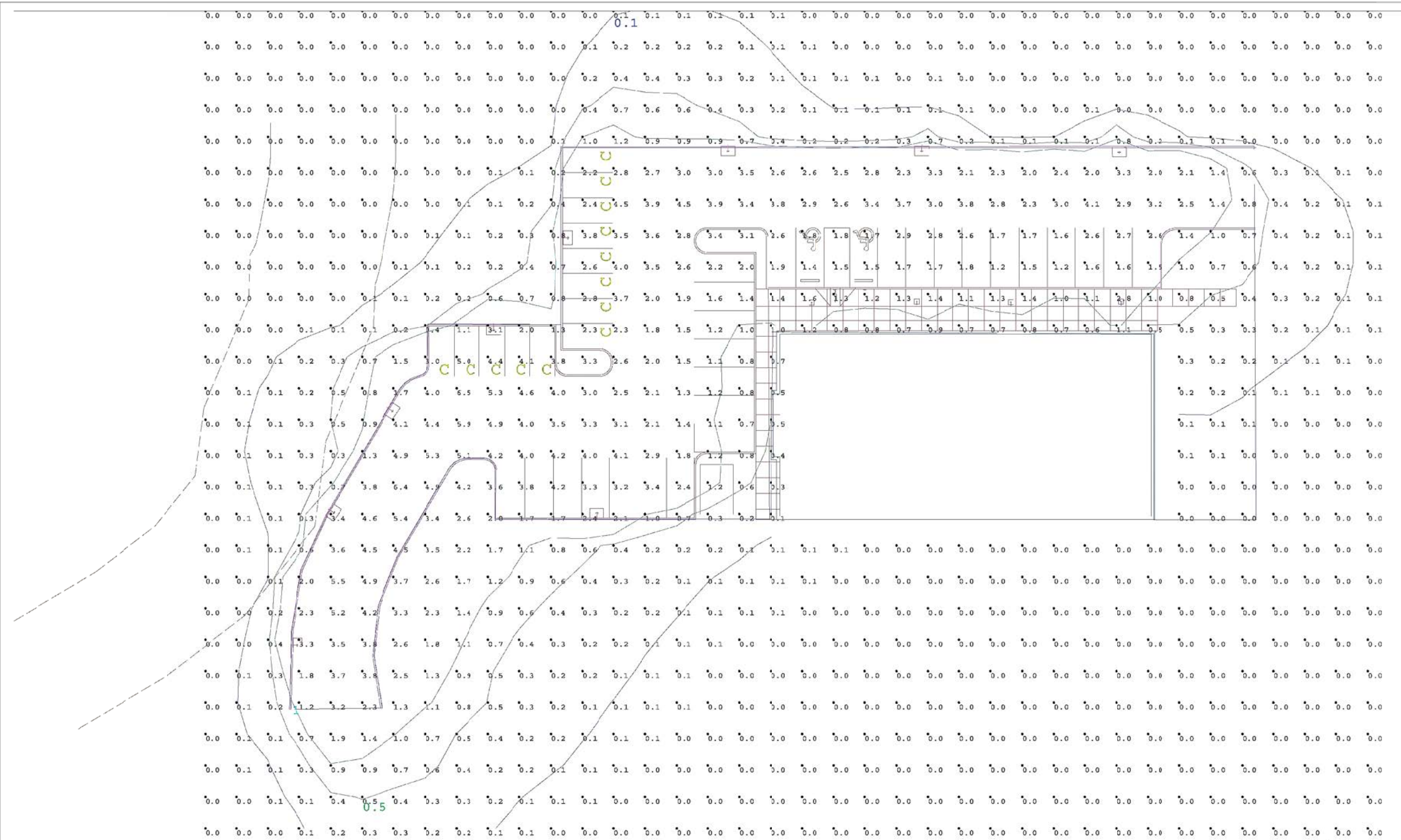
Checked By:

Date: 6/19/2017

Scale: NONE

King Lasik
Site

Page 1 of 1



Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lum. Watts	Lum. Lumens	Description
+	9	VP-S-60NB-136-4K-T4-BLC	SINGLE	0.850	137	9271	VP-S-60NB-136-4K-T4-
+	4	88619	SINGLE	0.850	20.51	405	88 619

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.71	6.5	0.0	N.A.	N.A.

ATTACHMENT B



ELEVATIC

1. RAINSCREEN WALL - TR EXTRUDED ALUMINUM FJ
- A: PU08 'ROMANTIC WAL
- B: PU24 'MYSTIC CEDAR
2. RAINSCREEN WALL - AD ORIENTATION, EXTRUDED
3. CURTAINWALL SYSTEM - COLOR: BLACK ANODIZED
4. STOREFRONT SYSTEM - 6011) (WITH INTERNAL S
5. STOREFRONT SYSTEM - 4511) (WITH INTERNAL STEEL WHERE REQUIRED), COLOR: BLACK ANODIZED.
6. HIGH PERFORMANCE INSULATED GLAZING, GRAY TINTS, TYPICAL
7. HIGH PERFORMANCE INSULATED SPANDREL GLAZING, COLOR TBD
8. HIGH PERFORMANCE INSULATED CLEAR GLAZING
9. INSULATED STEEL DOOR AND FRAME WITH VIEWPORT
10. PREFINISHED COPING TYPICAL, MTL-2, COLOR: COOL MATTE BLACK.
11. STEEL CANOPIES TYPICAL - STRUCTURAL STEEL CHANNEL FRAME PAINTED FINISH, LAMINATED SAFETY GLAZING IN BLACK ANODIZED ALUMINUM FRAME, PNT-1.
12. ALUMINUM COLUMN COVER WITH BLACK ANODIZED FINISH.
13. MECHANICAL EQUIPMENT SCREEN
14. ILLUMINATED SIGNAGE BY OWNER



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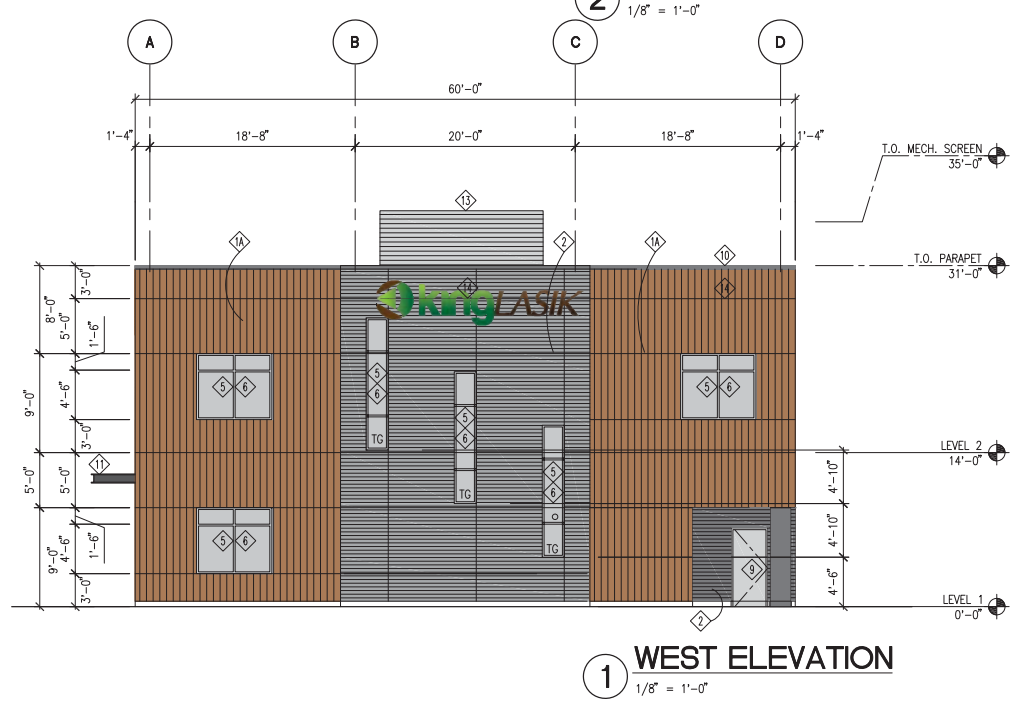
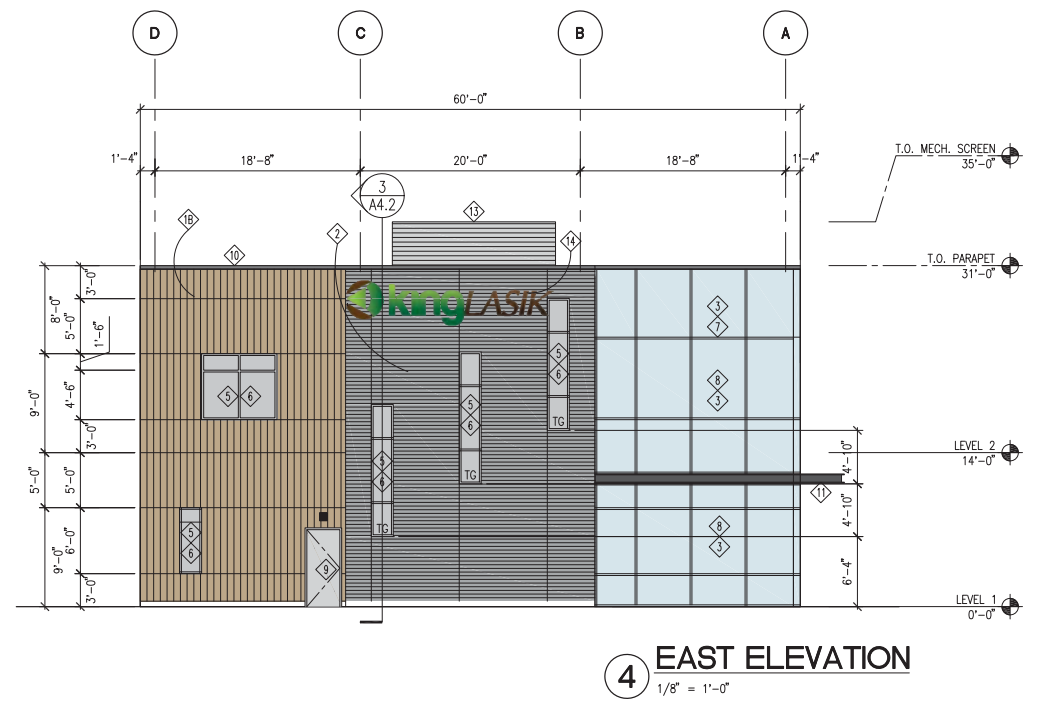
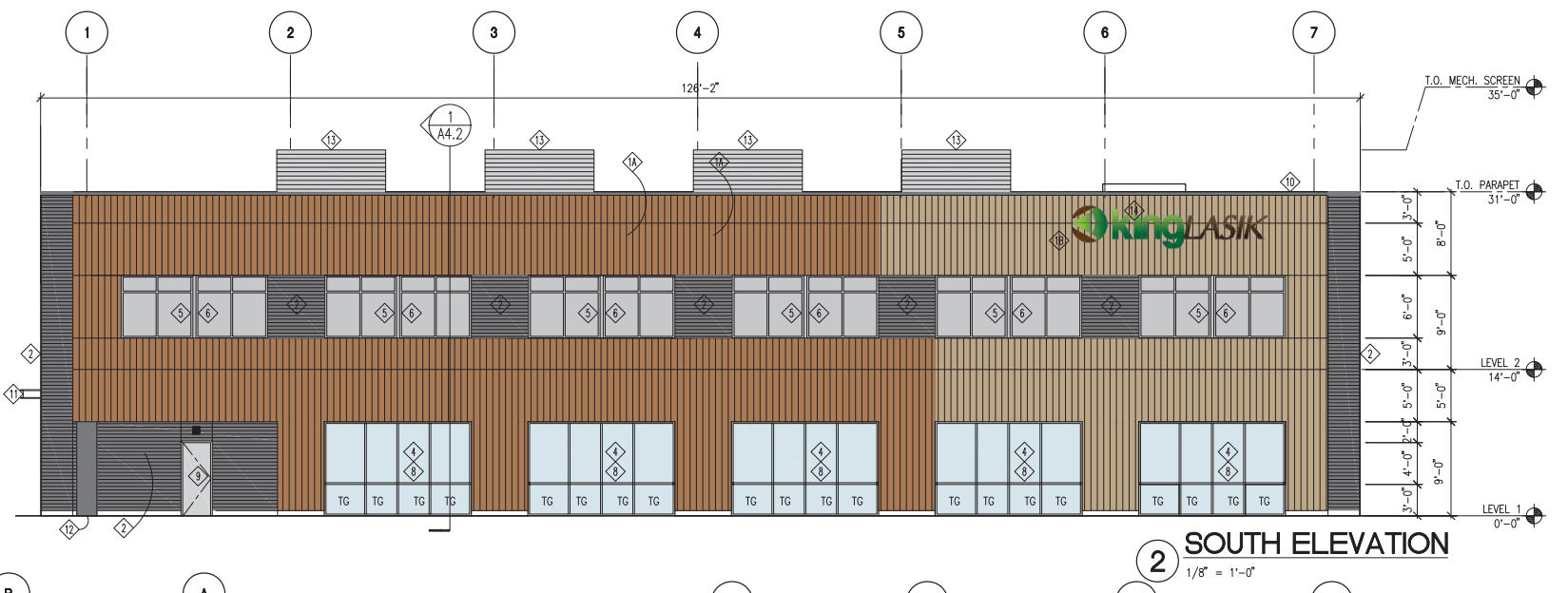
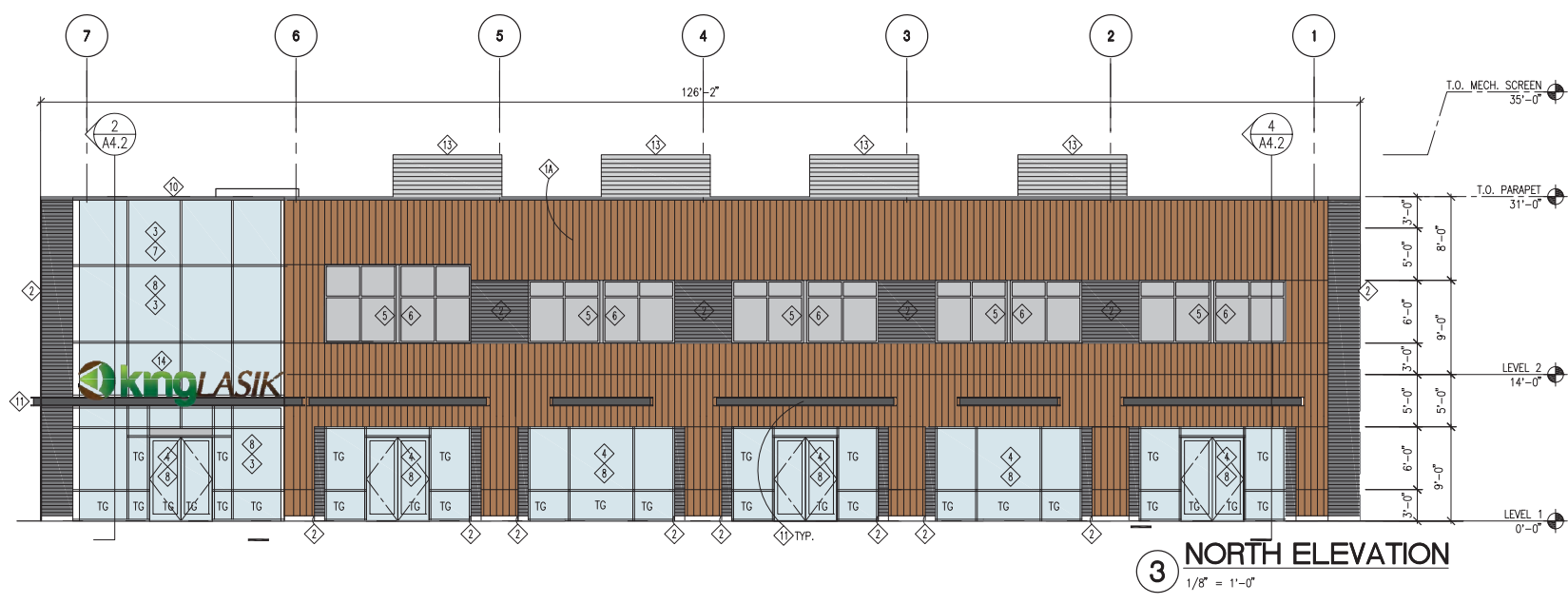
CONSULTANT

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CONSTRUCTION

Submittals/Revisions:
11/30/2017 SSDP/DR
08/21/2018 REVIEW RESPONSE

Sheet Title: EXTERIOR ELEVATIONS

Date: 11/26/17
Design: CB + JW
Drawn: VL
Project No: 16-067
Approved:
Building No:



08/23/18 - 10:44am 16-067 King Lasik_A3.1 (EXTERIOR ELEVATIONS).dwg



November 20, 2017

City of Tukwila – Department of Community Development
6300 Southcenter Boulevard
Tukwila, Washington 98188

Design Narrative – King Lasik

The site is approximately 49,500 sf (1.14 acres), with street frontage on Fort Dent Way and Interurban Avenue. The site is currently undeveloped.

King Lasik intends to develop the site with a two-story medical office building and associated parking. The scope of the proposed project includes all necessary fill and grade and shell construction along with landscaping, utility, and frontage improvements needed to complete the project.

The proposed project includes one new vehicle ingress/egress point from Fort Dent Way and one existing vehicle ingress/egress point from Interurban Avenue. Ingress and egress points are linked by a 26' wide fire access/truck roadway within the site. A 10' setback/landscape buffer is provided along Interurban Avenue, and a 20' setback/landscape buffer is provided along Fort Dent Way.

The building is approximately 14,700 sf total on two levels, with a rectangular footprint oriented roughly east-west. The building will be two stories, Type II-B construction, fully sprinkled. King Lasik will occupy the upper level of the building, and the main level will be leased to one or more tenants. The building height is approximately 32'.

Overall, this proposed development is compatible with the City of Tukwila's criteria for commercial developments, including creating a high-quality built environment and construction using durable materials that enhance the built environment and minimize the need for maintenance.

1. Relationship of Structure to Site

- a. The site should be planned to accomplish a desirable transition with the streetscape and to provide for adequate landscaping and pedestrian movement.**

Located at the northeast corner of the intersection of Fort Dent Way and Interurban Avenue, the site sits approximately level with the adjacent roads. The arrangement of the building, oriented to align with the intersection of the two roads, works with this topography and allows for straightforward vehicle and pedestrian circulation. Landscaping will augment the relationship between the building and the surrounding streets, providing a human-scaled transition for both visitors to the site and passersby.

- b. Parking and service areas should be located, designed and screened to moderate the visual impact of large paved areas.**

General urban design guidelines encourage surface parking areas placed to the side or in back of a building, which is provided here. The surface parking is more functionally aligned with the main entrances, and as such is sited in this area. This layout allows for the majority of the parking

area to be screened from the adjacent streets, thereby moderating the visual impact of this paved area.

c. The height and scale of each building should be considered in relation to its site.

This proposed development will be similar in functionality to the adjacent Fort Dent business park office buildings and similar in scale and functionality to the adjacent medical office buildings across Fort Dent Way to the southeast. Building setbacks are consistent with these adjacent office properties, creating an “edge” and visual continuity. On-site vehicular circulation is compatible with street circulation and pedestrian walkways.

2. Relationship of Structure and Site to Adjoining Area

a. Harmony in texture, line and masses is encouraged.

The surrounding neighborhood buildings employ similar massing to the proposed building; two-story buildings with ribbon windows and glazing at the entrance are common in this area and will be imitated in this proposed project.

b. Appropriate landscape transition to adjoining properties should be provided.

The only directly adjoining property to this site is to the northeast. This two-story office building property is surrounded by trees and native vegetation; the proposed project will provide a similar landscaping aesthetic so that the transition between these two properties is smooth and appropriate. To the northwest, the site borders on the Green River. In this location, the existing landscape will remain largely undisturbed, with supplemental native vegetation provided as needed.

c. Public buildings and structures should be consistent with the established neighborhood character.

The established character of this neighborhood includes easily accessible medical and general office buildings, with tree lined streets and pedestrian friendly paths. This proposed development will maintain and support this established character with a complementary use and site features.

This project aims to improve the pedestrian environment in this neighborhood, making it easy, safe and comfortable to walk between buildings and from the street to building entries, and provide safe routes for pedestrians and the disabled.

d. Compatibility of vehicular and pedestrian circulation patterns and loading facilities in terms of safety, efficiency, and convenience should be encouraged.

The aim of this development is to provide safe, convenient vehicular access, and minimize compromises to the pedestrian environment. Contrasting paving materials will be utilized at crosswalks and driveways in order to distinguish between pedestrian and vehicle circulation areas. The site landscaping will be designed such that views of pedestrians or drivers are not

blocked where their movements intersect; a minimum 10 foot wide landscaped buffer is provided between all parking areas and public street right-of-ways.

This building has a dedicated sidewalk creating an accessible route to the public way; this sidewalk will connect the main building entrance to the perimeter public circulation paths in a safe and efficient manner.

There is a transit stop directly adjacent to the site along Interurban Avenue; pedestrian connections between the site and the public circulation path will be attractive to employees and visitors to this building who may arrive via public transit.

e. **Compatibility of on-site vehicular circulation with street circulation should be encouraged.**

The goal of this project is minimize the impact of vehicle ingress/egress on traffic flow and reduce impact of curb cuts on pedestrian walkways. The curb cut at Interurban Avenue is existing, and the curb cut added at Fort Dent way will align with the development across the street, allowing for safe and efficient vehicular circulation through the site. On-site directional signs will also be provided to clearly mark vehicular routes.

3. Landscape and Site Treatment

a. **Where existing topographic patterns contribute to beauty and utility of a development, they should be recognized, preserved and enhanced.**

The existing buildable area of the site is approximately level with surrounding streets. This provides a prime opportunity for development with minimal disruption to the land. The existing slope down to the Green River will be preserved as it exists, with landscape enhancements as required.

b. **Grades of walks, parking spaces, terraces and other paved areas should promote safety and provide an inviting and stable appearance.**

The goals of the site design for this project are to promote personal safety and property security, ensure the night time environment is safe and inviting, and select plantings based on site security needs.

The building in this development is sited such that surveillance opportunities from surrounding streets is maximized; sight lines provided by glazing on all sides of the building will allow observation of outdoor on-site activities by building occupants and passersby. The main building entrance area is wrapped in glazing, allowing building inhabitants to monitor the activities on site and beyond.

Exterior lighting will be provided such that at least 2 footcandles are provided at building entrances/exits and pedestrian walkways, and at least 1 footcandle is provided at parking areas. It is not intended that plant growth in landscaped areas will interfere with site surveillance opportunities. No dead-end spaces are included on site.

The proposed parking layout for this development is efficient; compact stalls are provided where possible and aisle widths are not excessive. Parking areas are designed as efficient double-loaded drive aisles, with a landscape island at the end of the parking rows to create visual breaks. The parking areas proposed are concentrated where they will be the most needed: nearest the main building entrances, which will in turn minimize unnecessary pedestrian circulation throughout the site.

c. Landscape treatment should enhance architectural features, strengthen vistas and important axes, and provide shade.

It is the intent of this development to provide a landscape design that enhances the site and character of the building. The landscape design will provide a pleasant transition to the site, improve the appearance of the parking and vehicular areas, screen views, and organize and enhance the different spaces and functions on site. Further, the goals of this development include achieving continuity and transition so that the public streetscape and private landscape appear unified, and improve the pedestrian environment.

A mix of shade trees, shrubs, and groundcover is proposed in order to fulfill both the aesthetic and functional goals for this development.

d. In locations where plants will be susceptible to injury by pedestrian or motor traffic, mitigating steps should be taken.

The landscape design takes into account the locations where plants may be susceptible to damage; plants are either not placed in these locations, or protected within planter boxes.

e. Where building sites limit planting, the placement of trees or shrubs in paved areas is encouraged.

Wherever possible, a combination of trees, shrubs, and groundcover plants will be incorporated into the landscape design, including native and northwest-adapted plant material. The landscape design for this site includes the selection of plant materials that will enhance the overall landscape design concept, and provide for variety and visual interest on the site. It is the goal of the landscape design to employ principles such as unity, focus, variety, consistency, appropriateness, and density when plants are selected and arranged. Plants adjacent to signs will be selected and maintained to ensure they do not obscure the signs.

f. Screening of service yards and other places, which tend to be unsightly should be accomplished by the use of walls, fencing, planting, or combinations of these. Screening should be effective in winter and summer.

The trash/recycling area and electrical transformer, sited towards the northwest of the building, are screened from view by both a walled enclosure and plantings that will be durable throughout the year.

g. In areas where general planting will not prosper, other materials such as fences, walls, and paving of wood, brick, stone, or gravel may be used.

In general, plantings will prosper throughout the site. As noted above, where screening is necessary to surround the trash/recycling area and electrical transformer, walls will be utilized to accomplish this screening in addition to plantings where possible.

- h. Exterior lighting, when used, should enhance the building design and the adjoining landscape. Lighting standards and fixtures should be of a design and size compatible with the building and adjacent area. Lighting should be shielded, and restrained in design. Excessive brightness and brilliant colors should be avoided.**

Several types of exterior lighting will be employed on this project. For general safety, pole mounted fixtures will be dispersed throughout the parking area; these fixtures will be similar in height and style to those in the neighboring developments. Building mounted fixtures will also be utilized, to highlight the building design and provide safety at building entrances/exits. All of the fixtures installed on site will be shielded and of an appropriate brightness so as not to affect neighboring properties.

4. Building Design

- a. Architectural style is not restricted, evaluation of a project should be based on quality of design and relationship to surroundings.**

It is understood that this new development should incorporate design features that establish a scale compatible with the desired character of the surrounding area. To accomplish this, articulation is provided on all sides of the building. A change in texture is provided by varying the exterior building material, and each of the facades employ a field color plus a contrasting accent color.

The aims of this development are to make walking to and among businesses a positive, attractive, engaging experience, to help encourage a successful neighborhood commercial district and support active sidewalk environment, to provide for attractive and interesting facades that create visual interest, to provide an inviting, interesting, identifiable, and convenient building entry, and to enhance the pedestrian environment.

A pedestrian friendly facade is provided at the main entrances near the parking area. Transparent window areas will allow building inhabitants to keep an eye on the exterior; overhead weather protection in the form of canopies and pedestrian-scaled signage will make the building entrances inviting.

- b. Buildings should be to appropriate scale and be in harmony with permanent neighboring developments.**

The objective of this development is to provide a building design in which the organization is easily understood, appropriate to the site, and becomes a positive element in the architectural character of the surrounding area. This proposed project will do so by utilizing a creative, functional, architectural design and site organization, a strong architectural concept, and will provide visual interest and human scale.

- c. Building components, such as windows, doors, eaves, and parapets, should have good proportions and relationship to one another. Building components and ancillary parts shall be consistent with anticipated life of the structure.**

The goal of this development is to take advantage of a prominent corner location by incorporating unique, distinctive architectural features, adding visually interesting, identifiable elements to the streetscape, and providing an understandable relationship between the overall massing of the building and its architectural elements and details.

This development will be noticeable to the surrounding area, and as such, intends to utilize design features, details and materials in order to maximize the opportunity for visual interest.

The main building entrances are provided at the north side of the site. The tenant entrances will be glazed from grade to 9 feet above grade, and glazing will also be provided for the second story. The entrance doors will be highlighted with a steel channel and glass canopy in an accent color. The main building entrance area will be glazed to the full height of the building. Color contrast will be provided through the use of the main field color plus an accent color.

It is the intention that this building is designed such that the details relate to the overall form and massing; this is a small medical office building, and the scale of the accompanying details must be appropriate and well-proportioned. Add-on elements or ornamentation that is not related to the building function has been avoided.

Durable, high quality building materials are provided throughout; this will provide a sense of permanence and will foster the ongoing maintenance and upkeep of this development.

- d. Colors should be harmonious, with bright or brilliant colors used only for accent.**

The colors selected for this building are natural wood tones with dark/charcoal gray accents. These colors will blend seamlessly with the surrounding natural area.

- e. Mechanical equipment or other utility hardware on roof, ground or buildings should be screened from view.**

It is intended that mechanical equipment will be roof-mounted, and will be screened so that it is not visible from public streets and adjacent properties. Utility boxes and trash receptacles will be made to appear as an integral part of the building and sited such that they may be maintained without damaging the landscaping.

- f. Exterior lighting should be part of the architectural concept. Fixtures, standards and all exposed accessories should be harmonious with building design.**

The design aesthetic of the proposed building places an emphasis on natural colors and textures, while employing simple and straightforward massing. The exterior lighting proposed on this project, including the pole mounted site lighting, bollard lighting at the pedestrian plaza, and building mounted fixtures, all have a similar aesthetic so that the lighting integrates appropriately with the building design.

- g. Monotony of design in single or multiple building projects should be avoided. Variety of detail, form and fitting should be used to provide visual interest.**

The goal of the architectural design of this building is to provide a visually interesting exterior, with modulation and articulation to avoid a flat or dull appearance. Each façade of the building includes a variety of materials, colors and textures, with varying amounts of glazing.

5. Miscellaneous Structures and Street Furniture

- a. Miscellaneous structures and street furniture should be designed to be part of the architectural concept of design and landscape. Materials should be compatible with buildings, scale should be appropriate, colors should be in harmony with buildings and surroundings, and proportions should be to scale.**

This proposed development has provided several attractive pedestrian-friendly features in order to support a comfortable environment for pedestrians. Weather protection in the form of overhanging canopies is provided at each building entrance, as well as pedestrian-oriented signage at each entrance. Light fixtures on the building will also highlight these features. The landscape design for the development is also intended to augment the pedestrian experience of this site. Benches will be provided on the plaza in front of the main floor tenant entrances in order to provide a place of relaxation or rest to the pedestrians on site.

- b. Lighting in connection with miscellaneous structures and street furniture should meet the guidelines applicable to site, landscape and buildings.**

Illuminated bollards will be provided in connection to the furniture provided on the pedestrian plaza to the north of the building, adjacent to the main tenant entrances. This lighting will serve to provide both visual interest and safety for employees and visitors when it is dark outside. Building mounted exterior lighting will supplement the illuminated bollards in this area.

6. Consistency with Adopted Plans and Regulations

- a. Demonstrate the manner in which the proposal is consistent with, carries out and helps implement applicable state laws and the regulations, policies, objectives and goals of the City of Tukwila Comprehensive Plan, the City of Tukwila's Development Regulations and other official laws, policies and objectives of the City of Tukwila.**

The overall function of the City of Tukwila Comprehensive Plan is to provide a framework for a safe, livable, economically viable community with which residents and businesses are proud to identify. The proposed project is consistent with this mandate; the development of this site will provide a new asset to the City of Tukwila that didn't previously exist. An essential component of comprehensive planning is the land use element – this proposed project is an allowed use in the RCM zone and will blend functionally with the surrounding area. This project adheres to all applicable development regulations outlined by the City of Tukwila for this zone.

7. Consistency with Review Guidelines relative to Shoreline Master Program and Shoreline Overlay District Criteria

This project proposes a use that is permitted in the Urban Conservancy shoreline environment and the RCM zone. The proposed project adheres with all applicable development standards, including setbacks and site configuration, height restrictions, lighting, vegetation and landscaping.

The shoreline goals and policies derived from the City of Tukwila's Comprehensive Plan provide for objectives promoting Tukwila's long-term vision for its shorelines. This project, located within the Urban Conservancy Environment, places a priority on development that promotes vegetation conservation and enhancement, sensitive areas protection, preservation of water quality to assure no net loss of shoreline ecological functions, uses that minimize interference with navigation and flood control, uses that allow for the safe, unobstructed passage of fish and wildlife, development that is compatible with the natural and biological limitations of the land and water that do not require extensive alteration of the shoreline or new shoreline stabilization, and development of commercial activities where shoreline impacts are minimized and where there is no net loss of shoreline functions. This proposed project upholds all of these priorities, and will provide a new development that minimally impacts the surrounding area.

Additional goals of the Comprehensive Plan (5.3 and 5.5) include encouraging development along the shoreline that fosters the economic vitality of Tukwila while preserving the long-term benefits of the river. This proposed project is sited such that the impacts on the river, including wildlife and aquatic habitat and river vegetation, are minimized. This new development will not diminish the commercial navigability of the river, and is designed to be consistent with the Tukwila Shoreline Design Guidelines. This proposal reflects principles of high quality design in areas such as site planning, architecture and landscaping, and includes setbacks, bulk, height, density, landscape buffers and provisions for open space that enhance the shoreline environment.

Comprehensive Plan Goal 5.9 includes a policy to ensure that shoreline development results in no net loss of shoreline ecological function, minimizes impacts on wildlife and that significant vegetation, sandbars, wetlands, watercourses, and other critical areas identified as important for habitat are maintained through the proper location, design, construction, and management of all shoreline uses and activities. This proposed project achieves the objectives outlined in this policy as well; the shoreline functions will be undisturbed by this development. The clearing/grading, landscaping, surface water drainage and sewer systems for this project are proposed to be completed in a manner that minimizes opportunities for pollutants to enter the river, provides erosion control and otherwise protects water quality.

ATTACHMENT E

Return Address:

City of Tukwila
ATTN: City Clerk
6200 Southcenter Blvd
Tukwila, WA 98188



20110826000079

CITY OF TUKWILA ORD 135.00
PAGE-001 OF 024
08/26/2011 09:38
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Ordinance 2343 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. City of Tukwila

2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Duane A Wells, Gertrude Wells

2. Larry Magone

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned N/A Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Dana Almbert Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements



City of Tukwila

Washington

Ordinance No. 2343

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUKWILA AND DUANE A. WELLS AND GERTRUDE A. WELLS, HUSBAND AND WIFE AND THE MARITAL COMMUNITY COMPRISED THEREOF, AND LARRY MAGONE, EXECUTOR OF THE ESTATE OF VAL BAIN, DECEASED, REGARDING THE DEVELOPMENT OF A VACANT PARCEL OF LAND (KING COUNTY PARCEL NO. 2954900420) LOCATED AT THE INTERSECTION OF FORT DENT WAY AND INTERURBAN AVENUE SOUTH; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 36.70B.170 authorizes the City to enter into "development agreements" with persons having ownership or control of real property; and

WHEREAS, pursuant to RCW 36.70B.190, this ordinance and the Development Agreement shall be recorded with the real property records of the county; and

WHEREAS, pursuant to RCW 36.70B.200, on July 25, 2011, the City Council held a public hearing regarding the Development Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:


Section 1. Development Agreement Adopted. The Development Agreement between the City of Tukwila and Duane A. Wells and Gertrude A. Wells, husband and wife and the marital community comprised thereof, and Larry Magone, Executor of the Estate of Val Bain, deceased, a copy of which is attached to this ordinance as Exhibit A, is hereby adopted.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 3. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this 15th day of August, 2011.

ATTEST/AUTHENTICATED:

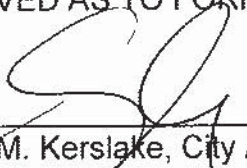


Christy O'Flaherty, CMC, City Clerk



Jim Haggerton, Mayor

APPROVED AS TO FORM BY:



Shelley M. Kerslake, City Attorney

Filed with the City Clerk: 7-27-11
Passed by the City Council: 8-1-11
Published: 8-4-11
Effective Date: 8-9-11
Ordinance Number: 2343

Attachment: Exhibit A – Development Agreement

City of Tukwila Public Notice of Ordinance Adoption for Ordinance 2343.

On August 1, 2011 the City Council of the City of Tukwila, Washington, adopted the following ordinance, the main points of which are summarized by title as follows:

Ordinance 2343: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TUKWILA AND DUANE A. WELLS AND GERTRUDE A. WELLS, HUSBAND AND WIFE AND THE MARITAL COMMUNITY COMPRISED THEREOF, AND LARRY MAGONE, EXECUTOR OF THE ESTATE OF VAL BAIN, DECEASED, REGARDING THE DEVELOPMENT OF A VACANT PARCEL OF LAND (KING COUNTY PARCEL NO. 2954900420) LOCATED AT THE INTERSECTION OF FORT DENT WAY AND INTERURBAN AVENUE SOUTH; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

The full text of this ordinance will be provided upon request.

Christy O'Flaherty, CMC, City Clerk

Published Seattle Times: August 4, 2011

**DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF TUKWILA
AND
DUANE A. WELLS, GERTRUDE WELLS,
AND LARRY MAGONE, FOR THE
DEVELOPMENT OF 6700 FORT DENT WAY**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2011, by and between the CITY OF TUKWILA ("City"), a non-charter, optional code Washington municipal corporation, and DUANE A. WELLS and GERTRUDE A. WELLS, husband and wife; and LARRY MAGONE, as the Executor of the estate of Val Bain, deceased ("Wells").

I. RECITALS

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

WHEREAS, Wells owns or controls approximately 1.14 acres of real property commonly known as "6700 Fort Dent Way" in Tukwila, Washington ("the Property") generally located between the boundaries of the Green River on the northwest; Fort Dent Way on the southeast; Interurban Avenue on the southwest. The site is shown on the vicinity map attached hereto as Exhibit 1 and as legally described in Exhibit 2, attached hereto; and

WHEREAS, Wells and the City executed a Deed and Easement in Lieu of Condemnation ("1977 Deed") in 1977 which granted certain rights and responsibilities for the parties related to the Property (attached hereto as Exhibit 3); and

WHEREAS, a dispute arose between the parties related to access rights conferred to and from the Property by the 1977 Deed; and

WHEREAS, Wells filed suit against the City in King County Superior Court under Cause No. 09-2-38319-7; and

WHEREAS, the parties desire to confirm the rights conferred by the 1977 Deed; and

WHEREAS, as the result of settlement negotiations, the City has agreed to vest the Property to the City's current development regulations, specifically including but not limited to the City's Shoreline regulations in effect as of January 1, 2009, for a period of 10 years as of the effective date of this Agreement and the other terms of the executed Settlement Agreement between the parties;

WHEREAS, a development agreement must be approved by ordinance after a public hearing.

WHEREAS, a public hearing for this Development Agreement was held on July 25, 2011 and the City Council approved this Development Agreement by Ordinance No. 2343 on August 1, 2011.

WHEREAS, this Agreement constitutes a final land use action pursuant to RCW 36.70C.020 and is subject to review pursuant to RCW 36.70C.101 et seq.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and the long-term benefit to both the City and Wells, the parties hereby agree as follows:

II. AGREEMENT

1. Development Under This Agreement.

The foregoing recitals are agreed and incorporated in this Agreement. The Property will be developed under the jurisdiction of the City pursuant to the terms and conditions of this Agreement including the Settlement Agreement, the terms of which are incorporated herein by reference. This Agreement sets forth the development standards and other conditions of development for the Property.

1.1 Scope of Development. Wells proposes to develop a mixed use development that may include office, retail or restaurant uses.

1.2 Vesting of Development Regulations. Development on the Property as described in this Agreement shall vest to the following development regulations in effect on the date of execution of this Agreement (the "Development Regulations") for the Term of this Agreement:

The Tukwila Comprehensive Plan (Ord No. 2070 adopted November 22, 2004, as amended by Ordinance 2218 adopted December 15, 2008); the Tukwila Zoning Ordinance (Title 18, TMC); the Tukwila Subdivision Ordinance (Title 17, TMC); Shoreline Master Program designations and pre-designations, transportation concurrency regulations; stormwater, surface water treatment and quality, and surface water retention and detention design standards and ordinances.

Development of the Property shall not be subject, during the Term of this Agreement, to any amendments to, or replacements of, the Development Regulations listed above. These are rights vested under state law for purposes of RCW 36.70A.300 (3)(a). The property remains subject to the requirements and entitlements contained in

the 1977 Deed and this Agreement is not intended and does not modify those rights and responsibilities.

1.3 Term of Vesting. The vesting described herein shall apply for ten (10) years from the effective date of this Agreement (the "Term" of the Agreement). For those development standards not specifically enumerated in this Agreement, the Land Use Process approvals shall be governed by the City codes and standards in effect upon the date of complete application and the 1977 Deed.

1.4 Access for Development. Access to any development on the Property shall be governed by the 1977 Deed and the Settlement Agreement.

1.5 Police Power/Pre-emption. Nothing herein relieves Wells of any obligations they may have during the Term to comply with state or federal laws or regulations of any kind, including but not limited to those related to storm, surface water and floodplain management. The development shall not be vested against the application of development standards that are imposed by virtue of state or federal pre-emption of the City's regulatory authority. As provided by RCW 36.70B.170(4), the proposed development shall not vest against new development regulations to the extent the new regulations are required by a serious threat to public health and safety.

1.6 International Codes. The International Building Code, International Fire Code, and other construction codes in effect in the State of Washington as of the date of the filing of a complete application for a building permit shall apply to all new development and the redevelopment or modification of existing development.

1.7 FEMA. Wells are obligated to comply with applicable FEMA National Flood Insurance Program regulations that are in effect at the date of any building, grading or clearing permit application.

1.8 Optional Regulations. During the Term of this Agreement, Wells may at their option develop the Property or portions thereof in accordance with new code provisions or generally applicable standards for that subject adopted after the date of execution of this Agreement, without the obligation to bring other portions of the Property into conformance with newly-adopted codes or regulations.

2. Dispute Resolution Process. The parties shall use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation before resorting to litigation. The fees for mediation will be borne equally by the parties.

3. Modifications to Agreement. This Agreement contains all terms, conditions and provisions agreed upon by the parties hereto, and shall not be modified except by written amendment executed by both parties. Amendments to this Agreement that materially modify the intent and policy of the Agreement must be approved by the City Council. Other amendments may be approved by the City Mayor.

4. General Provisions.

4.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

4.2 Recording. This Agreement or a memorandum thereof shall be recorded against the Property as a covenant running with the land and shall be binding on and inure to the benefit of Wells and their heirs, successors and assigns until this Agreement expires on its own terms pursuant to Section 1.3.

4.3 Interpretation; Severability.

4.3.1 Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170 et seq., and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If a Development Standard conflicts with an otherwise applicable provision of the Tukwila Municipal Code, the development standards in this Agreement shall control.

4.3.2 Severability. If any provisions of this Agreement are determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect. In that event, this Agreement shall thereafter be modified, as provided immediately hereafter, to implement the intent of the parties to the maximum extent allowable under law. The parties shall diligently seek to agree to modify the Agreement consistent with the final court determination, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the parties do not mutually agree to modifications within forty-five (45) days after the final court determination, then either party may initiate the arbitration process under Section 2 for determination of the modifications that will implement the intent of this Agreement and the final court decision.

4.4 Authority. Each party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

4.5 Exhibits and Appendices Incorporated. Exhibits 1 and 2 are incorporated herein by this reference as if fully set forth.

4.6 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.

4.7 Time of the Essence. Time is of the essence of this Agreement and of every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday in the State of Washington, then the time period shall be extended automatically to the next business day.

4.8 Entire Agreement. This Agreement represents 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 and this Agreement supersedes all previous agreements, oral or written.

4.9 Default and Remedies.

4.9.1 Cures Taking More Than Thirty Days. Except as expressly provided otherwise in this Agreement, no party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

4.9.2 Rights of Non-Defaulting Party. A party not in default under this Agreement shall have all rights and remedies provided by law or equity, including without limitation damages, specific performance, or writs to compel performance or require action consistent with this Agreement.

4.9.3 Attorneys' Fees. In any action to enforce or determine a party's rights under this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

4.10 Term. The Term of this Agreement shall be as set forth in Section 1.3 above. Until such time as the City revises the comprehensive plan or development regulations which apply to the Property during the Term of this Agreement, the goals of the comprehensive plan and the development regulations to which the project vests will continue to apply to the Property following the expiration of this Agreement.

4.11 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their heirs, successors and

assigns. No other person shall have any right of action based upon any provision of this Agreement.

4.12 Interpretation. This Agreement has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

4.13 Notice. All communications, notices, and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Tukwila
6200 Southcenter Boulevard
Tukwila, Washington 98188
Attn: Mayor's Office and
Director of Public Works and
Director of Community Development

If to Wells: Duane A. Wells
531 NORTH BEACH DR.
Port Ludlow, Washington 98365

Notice by hand delivery or facsimile shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth herein and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

4.14 Delays. If either party is delayed in the performance of its obligations under this Agreement due to Force Majeure, then performance of those obligations shall be excused for the period of delay. For purposes of this Agreement, economic downturns, loss in value of the Property, inability to obtain or retain financing, do not constitute a force majeure event.

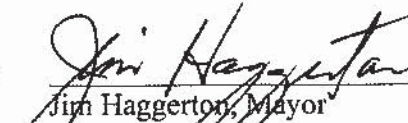
4.15 Indemnification. Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each party shall protect, defend, indemnify and hold harmless the other party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the party's own officers, agents, and employees in performing services

pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party, the party whose negligent action or omissions gave rise to the claim shall defend the other party at the indemnifying party's sole cost and expense; and if final judgment be rendered against the other party and its officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

4.16 Development of the Property is a Private Undertaking. Development of the Property is a private development and the City has no interest therein except as authorized in the exercise of its governmental functions.

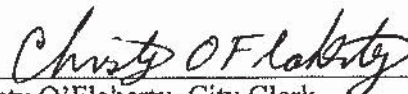
In Witness Whereof, the parties have caused this Agreement to be executed, effective on the day and year set forth on the first page hercof.

CITY OF TUKWILA, a Washington municipal corporation

By: 
Jim Haggerton, Mayor

Date: 8-1-11

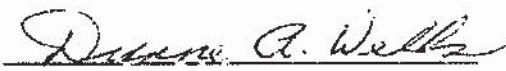
ATTEST:


Christy O'Flaherty, City Clerk

APPROVED AS TO FORM:


City Attorney

DUANE A. WELLS



Date: 6/30/11

DEVELOPMENT AGREEMENT - PAGE 7 OF 8

GERTRUDE A. WELLS

Gertrude A. Wells

Date: 6/30/11

LARRY MAGONE, Executor of the
Estate of Val Bain, Deceased

Date: _____

GERTRUDE A. WELLS

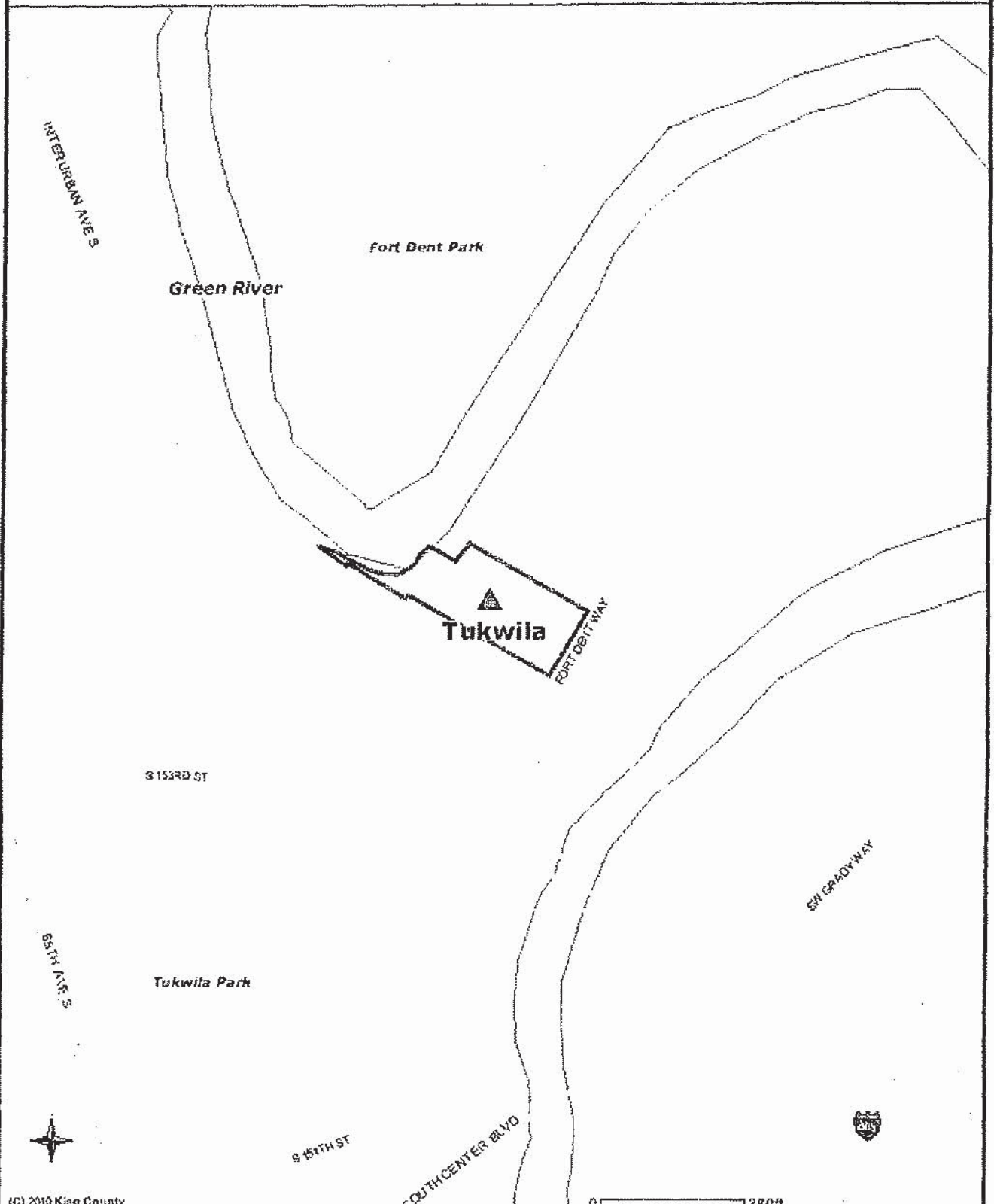
Date: _____

LARRY MAGONE, Executor of the
Estate of Val Bain, Deceased

Larry Magone

Date: 6/30/11

iMAP



(C) 2010 King County

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Date: 9/7/2010 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)



LEGAL DESCRIPTION:

THAT PORTION OF VACATED BLOCKS 4 AND 17, AND VACATED STREETS ADJOINING GUNDAKER'S INTERURBAN ADDITION TO SEATTLE, AS PER PLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 46, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT HIGHWAY ENGINEERS STATION P.O.T. (2M) 127 + 75 ON THE 2M-LINE AS SHOWN ON STATE HIGHWAY MAP OF PRIMARY STATE HIGHWAY NO. 1 (SR 405) GREEN RIVER INTERCHANGE, SHEET 2 OF 4 SHEETS, ESTABLISHED BY COMMISSION RESOLUTION NO. 1192, FEBRUARY 19, 1962;
THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID 2M-LINE TO THE SOUTHWESTERLY MARGIN OF VACATED KENNEDY STREET, AS SHOWN IN SAID PLAT, AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHEASTERLY ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 140.00 FEET;
THENCE NORTHWESTERLY AND PARALLEL WITH SAID SOUTHWESTERLY MARGIN OF VACATED KENNEDY STREET NORTH $59^{\circ}32'54''$ WEST TO THE EASTERLY BANK OF THE GREEN RIVER;
THENCE SOUTHWESTERLY ALONG SAID BANK TO THE SAID SOUTHWESTERLY MARGIN OF VACATED KENNEDY STREET;
THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY MARGIN TO THE TRUE POINT OF BEGINNING;

EXCEPT THOSE PORTIONS THEREOF CONVEYED TO THE CITY OF TUKWILA FOR SOUTHCENTER BOULEVARD BY DEEDS RECORDED UNDER RECORDING NOS. 7410290105 AND 7708040599;

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

DEED AND EASEMENT
IN LIEU OF CONDEMNATION

7708040579

DUANE A. WELLS and GERTRUDE A. WELLS, his wife, and VAL GAIN, a single woman, hereafter referred to collectively as "Grantors", in consideration of settlement of an inverse condemnation action in King County Cause No. 815176, do hereby quitclaim and convey to City of Tukwila, a municipal corporation, Grantee, the real property and easement interest hereafter described as Parcels A and B, situate in the County of King, State of Washington, including any after-acquired title, on the express terms and conditions as set forth herein, as follows:

PARCEL A (Street and sidewalk parcel):

Grantors quitclaim and convey to Grantee the following real property for a public road, sidewalk, curbs, gutters, underground water, sanitary sewers, power, gas and telephone utilities, subject to easement recorded under Auditor's File No. 710127-0176 and subject to easements and restrictions of record, described as follows:

That portion of vacated blocks 4 to 9 inclusive and blocks 12 to 17 inclusive of Gundaker's Interurban Addition to Seattle (Vacated), according to the plat recorded in Volume 14 of Plats, Page 46, in King County, Washington, together with vacated streets adjoining which upon vacation attached to said property by operation of law, described as follows:

Beginning at the intersection of the centerline of Interurban Avenue South and Southcenter Boulevard at Washington Highway Station 127+75 on the 2M-Line; thence North 30°27'06" East 78.36 feet, more or less; to the south line of Kennedy Street as dedicated in the plat of Gundaker's Interurban Addition to Seattle, being the true point of

1% EXCISE TAX NOT REQUIRED

King Co. Recorder's Division

By J. T. Tolson, Deputy

EXHIBIT 50 of 211

7708040599

beginning; thence South 59°32'54" East along said South Margin 29 feet; thence North 30°27'06" East 100 feet; thence North 59°32'54" West 48 feet; thence North 30°27'06" East 50 feet; thence North 59°32'54" West 13 feet; thence South 30°27'06" West 150 feet to the South line of said Kennedy Street; thence South 59°32'54" East along said South line 32 feet, more or less to the point of beginning.

The Grantee agrees that the landscaping requirements that Grantee's ordinances may require, as they affect the Grantors' northwesterly parcel of land, shall include as a part of the Grantors' landscaping requirements the northwesterly two feet of said Parcel A in computing whether Grantors have satisfied their landscaping requirements and any trees installed by the Grantee shall be considered by Grantee in determining whether Grantors have met all or part of their landscaping requirements.

PARCEL B (Utility easement):

Grantors convey and quitclaim to Grantee a permanent easement to Grantee over, under, through and across the following real property:

That portion of vacated blocks 4 to 9 inclusive and blocks 12 to 17 inclusive of Gundaker's Interurban Addition to Seattle (Vacated) according to the plat recorded in Volume 14 of Plats, Page 46, in King County, Washington, together with vacated streets adjoining which upon vacation attached to said property by operation of law described as follows:

Beginning at the intersection of the centerline of Interurban Avenue South and Southcenter Boulevard at Washington State Highway Station 127+75 on the 2M Line; thence North 30°27'06" East 78.36 feet, more or less, to the South line of Kennedy Street, as dedicated in the plat of Gundaker's Interurban Addition to Seattle, being the true point of beginning; thence South 59°32'54" East along said South margin 43 feet; thence North 30°27'06" East 100 feet; thence North 59°32'54" West 14 feet; thence South 30°27'06" East 100 feet to the South line of said Kennedy Street; thence North 59°32'54" West along said South line 29 feet to the point of beginning.

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Said easement is a utility easement only, and Grantee shall have the right to install, maintain, repair and replace underground utilities including water, sanitary sewers, power, gas and telephone lines. No permanent structures or permanent obstructions shall be erected or suffered on said easement area by or under Grantee, and no permanent structure of equipment shall be above ground surface except for fire hydrants or other structures necessary to the maintenance and operation of the utilities; provided, however, the above ground utility structures and landscaping, if any, shall not be located within Grantors' ingress and egress driveways serving Grantors' real property. Grantors shall have the full right to utilize said easement area in any manner not inconsistent with Grantee's use, and to cross same with utilities necessary to serve Grantors' real property, and shall have access over, through and across said easement area for ingress and egress to Grantors' real property and for Grantors' utilities, driveways and landscaping.

Grantee may from time to time remove trees, bushes or other obstructions within the easement right of way and may level and grade the right of way to the extent reasonably necessary to carry out the purposes set forth above; provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the right of way to the condition it was immediately prior to such work. Grantor may undertake any ordinary improvements to the landscaping of the right of way provided that no trees, plants, or other improvements, shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

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Following is a description of the Grantors' dominant estate as benefited by the terms, conditions and covenants of this Deed and Easement:

The southwesterly 100 feet in width of vacated Blocks 4 to 9 and 12 to 17, inclusive of Gundaker's Interurban Addition to Seattle, as per plat recorded in Volume 14 of Plats on Page 46, Records of King County; TOGETHER WITH vacated streets adjoining which upon vacation attached to said property by operation of law;

A strip of land lying adjacent and parallel to the northeasterly line of the following described property:

The southwesterly 100 feet in width of vacated Blocks 4 to 9 and 12 to 17, inclusive, of Gundaker's Interurban Addition to Seattle, as per plat recorded in Volume 14 of Plats on Page 46, Records of King County; TOGETHER WITH vacated streets adjoining which upon vacation attached to said property by operation of law;

Said strip of land being described as follows:

Beginning at Highway Engineer's Station P.O.T. (2M) 127+75.0 on the 2M-line shown on the State Highway Map of Primary State Highway No. 1 (SR 405) Green River Interchange, Sheet 2 of 4 Sheets, established by Commission Res. No. 1192, February 19, 1962; thence northeasterly at right angles to said 2M-line to a point on the northeasterly boundary of the above described property; thence northwesterly along said northeasterly boundary a distance of 25 feet to the true point of beginning of this description; thence continuing northwesterly along said northeasterly boundary a distance of 100 feet; thence northeasterly at right angles to said northeasterly boundary a distance of 50 feet; thence southeasterly parallel to and 50 feet distant from said northeasterly boundary for a distance of 100 feet; thence southwesterly a distance of 50 feet, more or less, to the true point of beginning;

All situate in the City of Tukwila, County of King, State of Washington.

And, subject to an easement recorded under Auditor's File No. 710127-0176,

excepting therefrom the real property conveyed to Grantee, City of Tukwila, described as Parcel A above, and subject

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to easement conveyed to Grantee, City of Tukwila, as set forth as Parcel B above in this instrument.

It is acknowledged that Grantors' real property is divided into two parcels, one parcel being located generally northwesterly of Southcenter Boulevard, and the parcel being located generally southeasterly of Southcenter Boulevard, Southcenter Boulevard being located on portions of Parcel A described hereinabove.

Both of said Grantors' parcels are referred to herein as "Grantors' property" and Grantors' property shall be benefited by the covenants and agreements set forth herein and as made by the Grantee, City of Tukwila, which shall run with Grantors' property, and the burdens of said covenants and agreements shall be burdens upon Parcels A and B, the real property interest heretofore conveyed by Grantors to Grantee, and shall run against said land. The burdens and benefits, covenants and conditions set forth herein shall be to the benefit of and binding upon the Grantors' and Grantee's respective heirs, successors and assigns, and shall be deemed benefits and burdens running with the land, for the benefit of Grantors' real property above described.

The terms, conditions, benefits, detriments and covenants that are expressly made a condition of the grant of real property interest by Grantors to Grantee as described in Parcels A and B above, are as follows:

1. The presently existing irrigation water line constructed by Grantee located on Grantors' real property located on the northwest side of Parcel A above, and running parallel to Southcenter Boulevard, shall be re-located by Grantee, at Grantee's sole cost and expense,

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within 90 days of date hereof to within the area described as Parcel A.

2. The presently existing berm and appurtenances constructed on Grantors' real property by Grantee, located on Grantors' property located to the northwest of Parcel A, shall be removed by Grantee and reduced to the grade of Southcenter Boulevard within 90 days of date of this agreement.

3. Grantee hereby quitclaims and conveys to Grantors, to the extent that Grantee has any property interest in said property, an easement for one ingress and egress driveway for vehicular traffic no more than 30 feet in width so as to allow ingress and egress on that portion of Grantors' real property situated northwesterly of Southcenter Boulevard to the existing Interurban Avenue which parallels the northwesterly margin of Grantors' real property situated northwesterly of Southcenter Boulevard, the exact location of said easement for ingress and egress cannot be ascertained as of the date hereof so long as said ingress and egress easement driveway is located in an area 30 feet on either side of a point on said Grantors' southwesterly boundary, to wit:

North 59°32'54" west, 285 feet from the intersection of the centerline of Southcenter Boulevard and the extended said Grantors' southwesterly boundary line; provided that said easement driveway will not cross or interfere with the existing transit stop as constructed under Local Improvement District No. 25.

Grantee agrees to the same terms and conditions set forth herein and agrees to execute such documents, instruments and other things necessary or proper to grant such ingress and egress easement driveway between Grantors' real property and Interurban Avenue; provided, however, Grantee is

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not warranting that it has any right to grant such ingress or egress easement driveway to Grantors, but it will take no action to prevent or preclude Grantors from utilizing said ingress and egress easement rights which Grantors may have.

4. Grantors shall have the right of ingress and egress from and to said Grantors' real property parcels located generally northwesterly and southeasterly of Southcenter Boulevard to, on and upon Southcenter Boulevard and shall have the right to have two curb cuts 24 feet in width, for access to each parcel off of Southcenter Boulevard to serve Grantors' real property located northwesterly and southeasterly of Southcenter Boulevard, provided that said curb cuts are not located within an area 30 feet from the northwesterly margin of Interurban Avenue.

5. There will be no assessment made to Grantors as participants in the final assessment roll of City of Tukwila Local Improvement District No. 25. Grantors shall pay such other standard charges for water and sewer as are charged against property owners for use of such improvements and services when requested, including but not limited to regular and special connection charges as set forth in Chapters 14.04 and 14.16 of the Tukwila Municipal Code.

6. Grantee agrees that left turns will be permitted and authorized by Grantee so that vehicular traffic using Southcenter Boulevard can turn left onto Grantors' real property located northwesterly of Southcenter Boulevard and southeasterly of Southcenter Boulevard; provided, that the left turn lane will not be located within 153.36 feet, north 30°26'6" east of the intersection of the centerlines of Southcenter Boulevard and Interurban Avenue South.

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It is a condition of this grant that Grantee will continue to allow said left turns to said property and shall not perform, authorize or suffer any act that would preclude the making of left turns to Grantors' real property from Southcenter Boulevard, as specified, and no lane divider or other dividers or channels will be installed on Southcenter Boulevard that would prevent or impede the flow of vehicular or pedestrian traffic in making left turns onto Grantors' real property or the free flow of traffic and/or pedestrians between Grantors' property located northwesterly of Southcenter Boulevard to the southeasterly portion, or from the southeasterly portion of Grantors' property to the northwesterly portion, provided, that lane dividers and/or curbs can be installed within 153.36 feet, north 30°26'6" east of the intersection of the centerlines of Southcenter Boulevard and Interurban Avenue South. Grantee will allow a variance, if required, for the location of a curb cut for ingress and egress driveway on Grantors' southeasterly parcel adjacent to Grantors' northeasterly property line.

This DEED AND EASEMENT IN LIEU OF CONDEMNATION and the agreements, terms, conditions and covenants contained herein have been entered into between the parties pursuant to the Findings of Fact and Conclusions of Law and Approval of Settlement heretofore or concurrently entered in King County Superior Court Cause No. 315176, and the terms, conditions and covenants hereof shall be construed liberally to effectuate the intentions and purposes of the parties as expressed herein.

7708040599

This instrument is executed and agreed to by and between the parties this 10th day of June, 1977.

Ernest A. Wells
ERNEST A. WELLS
Gertrude A. Wells
GERTRUDE A. WELLS

Val Bain
VAL BAIN, a single woman

AGREED AND ACCEPTED: GRANTORS

CITY OF TUKWILA, WASHINGTON

By *Edgar D. Bauch*
Edgar D. Bauch, Mayor

ATTEST:
Mazine Anderson
Mazine Anderson, City Clerk

STATE OF WASHINGTON)
; ss.
County of King)

On this day personally appeared before me DUANE A. WELLS and GERTRUDE A. WELLS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their own free act and deed for the uses and purposes described therein.



GIVEN UNDER my hand and seal this 10th day of June,

Duane A. Wells
DUANE A. WELLS
NOTARY PUBLIC in and for the State
of Washington, residing at 21-111

STATE OF WASHINGTON)
; ss.
County of King)

On this day personally appeared before me VAL BAIN, to me known to be the individual described in and who executed



City of Tukwila

Department of Community Development – Jack Pace, Director

Allan Ekberg, Mayor

STATE ENVIRONMENTAL POLICY ACT Revised Determination of NonSignificance (DNS) Issued October 2, 2018

Lead agency: City of Tukwila
Agency Contact: Max Baker. Max.Baker@TukwilaWA.gov, 206-431-3683
Agency File Number: E18-0003

Description of Proposal: The current proposal is to develop the site with a two-story medical office building and associated parking. The building is approximately 14,700 sf total on two levels, with a rectangular footprint on a 1.14 acre site. The scope of the proposed project includes all necessary fill and grade and shell construction along with landscaping, utility, frontage improvements and surface parking for 39 vehicles.

Location of Proposal: 6700 Fort Dent Way, APN 2954900420

Applicant: Aso Jaff, Craft Architects, aso@craftarchitects.com, 206-720-7001

The City of Tukwila has revised its SEPA threshold determination of NonSignificance issued on September 17, 2018 in consideration of the following changes:

- Submittal of Memorandum from Soundview Consultants LLC outlining arrangement to provide onsite replacement of 35 native trees to be removed within 150' of the Ordinary High Water Mark of the Green River as part of project development. If onsite replacement is not feasible the applicant will work with the City to come up with a tree replacement plan on a potential site in the Critical Shade Area identified in King County's Green River SWIF Current Conditions Report Aquatic, Floodplain, and Riparian Habitat Technical Memorandum (King County and Normandeau (2014)). If either onsite replacement or off site replacement is not feasible the applicant shall pay into the City's tree replacement fund. Replacement trees will include a combination of native deciduous and coniferous trees to provide for rapid replacement of shade area that may be lost as a result of tree removal.

The City of Tukwila has reaffirmed that this proposal will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c).

This determination is based on the findings and conclusions included in the staff report dated September 14, 2018 and the additional findings noted below:

- This 2011 Green River Temperature TMDL quality improvement report documents the temperature TMDL study and proposes an implementation strategy for improving temperature in the Middle and Lower Green River below Howard Hanson Dam.

Modeling and data analysis determined that portions of the Green River exhibit unhealthy and sometimes lethal temperatures for salmonids and fail to consistently meet state water quality standards. A 45 meter (approximately 150 foot) riparian buffer was established for the analysis; it was found that establishing and improving mature riparian vegetation for shade along the middle and lower Green River and on the tributaries to the river would work to improve stream temperatures and increase the stream's oxygen-carrying capacity.

- The Muckleshoot Indian Tribe posited that the applicant should provide additional mitigation for the removal of native trees from the 150 foot effective shading zone. This mitigation should be additional trees planted elsewhere along the Green River in Tukwila, along another critical shade location. The Tribe understands that Tukwila has a tree mitigation program which the applicant could contribute to as described to address this mitigation need.
- The King County River and Floodplain Management (KCRFM) section noted that the original planting plan indicated that mostly conifers will be planted close to the river. Although native trees, conifers are very slow-growing so won't provide substantial river shade for many decades. KCRFM suggested adding fast-growing native deciduous trees to the planting plan, such as black cottonwood (*Populus trichocarpa*), red alder (*Alnus rubra*), bigleaf maple (*Acer macrophyllum*), paper birch (*Betulus papyrifera*), and Oregon Ash (*Fraxinus latifolia*) near the OHWM to start providing critical shade to the river much earlier. It was also noted that non-native tree species were to be installed within 200' of the OHWM within the High Impact Zone of the Shoreline Jurisdiction, but due to the property's vesting to the 2008 Tukwila Municipal Code through a Development Agreement put in place by Ordinance 2343, there is no regulation prohibiting the installation of non-native trees outside of the River and Low-Impact Environments.
- Three options for 1:1 tree replacement were identified:
 - Option 1: Provide replacement for 35 trees onsite at a 1:1 replacement ratio within 150' of the OHWM.
 - Option 2: Provide replacement trees for any additional trees not able to be accommodated onsite at a 1:1 ratio within another section of the Green River identified as a Critical Shade area by King County's Green River SWIF Current Conditions Report Aquatic, Floodplain, and Riparian Habitat Technical Memorandum (King County and Normandeau (2014)).
 - Option 3: Payment into the City of Tukwila's Tree Fund for any additional trees not able to be accommodated onsite or within another Critical Shade area of the Green River at a replacement ration of 1:1. The 2018 tree replacement fund fee is set at \$124 per tree.
- The applicant agrees to provide all mitigation plantings onsite within the 150' from OHWM area at the City's requested 1:1 replacement ratio. If onsite replacement is not feasible the applicant will work with the City to come up with a tree replacement plan on a potential site in the Critical Shade Area identified in the King County's Green River SWIF Current Conditions Report Aquatic, Floodplain, and Riparian Habitat Technical Memorandum (King

E18-0003 Revised DNS
10/2/2018

County and Normandeau (2014). If either onsite replacement or off site replacement is not feasible the applicant shall pay into the City’s tree replacement fund. Replacement trees will include a combination of native deciduous and coniferous trees to provide for rapid replacement of shade area that may be lost as a result of tree removal. (Attachment A: Memorandum from Soundview Consultants LLC, September 28, 2018). The applicant is committed to success of the native replacement plantings, and as such, maintenance and monitoring will be required for five years beginning at year zero when the plantings are installed. A brief monitoring summary will be prepared by the applicant and submitted to the City yearly following the yearly monitoring event.

This “modified” DNS is issued under WAC 197-11-340(2)(f) and does not include additional notice and comment.

10/2/2018 3:43:49 PM PDT

Jack Pace, Responsible Official
City of Tukwila
6300 Southcenter Blvd.
Tukwila, WA 98188
206-431-3670

Date

The decision is appealable to the Superior Court pursuant to the Judicial Review of Land Use Decisions, Revised Code of Washington (RCW 36.70C). Any appeal shall be linked to a specific governmental action. The State Environmental Policy Act is not intended to create a cause of action unrelated to a specific governmental action. Appeals of environmental determinations shall be commenced within the time period to appeal the governmental action that is subject to environmental review. (RCW 43.21C.075)

Cc: Aso Jaff, Craft Architects
Jon Pickett, Soundview Consultants LLC
Karen Walter, Muckleshoot Indian Tribe
Fatin Kara, King County River and Floodplain Management Section
Fort Dent Real Estate, Owner
Occupant, 15152 65th Ave S., Suite 824, Tukwila, WA 98188
State Department of Ecology, SEPA Division
King County Assessor



**NOTICE OF DECISION
SPECIAL PERMISSIONS PERMIT
October 2, 2018**

TO: Aso Jaff, Craft Architects
Jon Pickett, Soundview Consultants LLC
Karen Walter, Muckleshoot Indian Tribe
Fatin Kara, King County River and Floodplain Management Section
Fort Dent Real Estate, Owner
Occupant, 15152 65th Ave S., Suite 824, Tukwila, WA 98188
State Department of Ecology, SEPA Division
King County Assessor

This letter serves as a notice of decision and is issued pursuant to TMC 18.104.170 on the following project and permit approval.

I. PROJECT INFORMATION

PROJECT NUMBER: PL18-0008

FILE NUMBER: L18-0013 Special Permission – Sensitive Area

ASSOCIATED FILE NUMBERS: L18-0011 Shoreline Substantial Development Permit
L18-0012 Design Review – Public Hearing
E18-0003 SEPA

APPLICANT: Aso Jaff, Craft Architects obo King Lasik

REQUEST: Special Permission – Sensitive Areas to allow for compensatory mitigation for the fill of a wetland to be provided through purchasing credits from the King County (KC) Mitigation Reserves Program (MRP), a federally approved In-Lieu Fee (ILF) program.

LOCATION: 6700 Fort Dent Way, APN 2954900420

COMPREHENSIVE PLAN AND ZONING DESIGNATION: Regional Commercial Mixed-Use (RCM)

II. DECISION

SEPA Determination: A Determination of NonSignificance (DNS) was issued by the City of Tukwila on September 17, 2018. A revised Determination of NonSignificance was sent to agencies with jurisdiction and parties of record on October 2, 2018 following receipt of mitigation revisions from the applicant.

Decision on Substantive Permit: The City Community Development Director has determined that the application for a Special Permission – Sensitive Areas Permit does comply with applicable City and state code requirements and has approved that application based on the findings and conclusions contained in the staff report, subject to the following conditions:

1. Applicant shall obtain from the In-Lieu Fee (ILF) sponsor, documentation of the completed ILF transaction in the form of a statement of sale. Applicant shall submit a copy of the statement of sale to the City of Tukwila prior to performing any work authorized by this or any other permit associated with this project.

III. YOUR APPEAL RIGHTS

The Decision on this Permit Application is a Type 2 decision pursuant to Tukwila Municipal Code §18.104.010. Other land use applications related to this project may still be pending.

No administrative appeal of a DNS or an EIS is permitted. One administrative appeal to the hearing Examiner of the Decision on the Permit itself is permitted.

A party who is not satisfied with the outcome of the administrative appeal process may file an appeal in King County Superior Court from the Hearing Examiner decision.

IV. PROCEDURES AND TIME FOR APPEALING

In order to appeal the Community Development Director's decision on the Permit Application, a written notice of appeal must be filed with the Department of Community Development within 14-days of the issuance of this Decision, that is by **October 16, 2018**.

The requirements for such appeals are set forth in Tukwila Municipal Code 18.116. All appeal materials shall be submitted to the Department of Community Development. Appeal materials MUST include:

1. The name of the appealing party.
2. The address and phone number of the appealing party; and if the appealing party is a corporation, association or other group, the address and phone number of a contact person authorized to receive notices on the appealing party's behalf.
3. A statement identifying the decision being appealed and the alleged errors in the decision, including any specific challenge to an MDNS.

4. The Notice of Appeal shall identify (a) the specific errors of fact or errors in application of the law in the decision being appealed; (b) the harm suffered or anticipated by the appellant, and (c) the relief sought. The scope of an appeal shall be limited to matters or issues raised in the Notice of Appeal.
5. Appeal fee per the current fee schedule, additional hourly charges may apply. In addition all hearing examiner costs will be passed through to the appellant.

V. APPEAL HEARINGS PROCESS

Any administrative appeal regarding the Permit shall be conducted as an open record hearing before the Hearing Examiner based on the testimony and documentary evidence presented at the open record hearing. The Hearing Examiner decision on the appeal is the City's final decision.

Any party wishing to challenge the Hearing Examiner decision on this application must file an appeal pursuant to the procedures and time limitations set forth in RCW 36.70C. An appeal challenging a DNS, an MDNS or an EIS may be included in such an appeal. If no appeal of the Hearing Examiner decision is properly filed in Superior Court within such time limit, the Decision on this permit will be final.

The City's decision to issue a DNS, an MDNS or an EIS is final for this permit and any other pending permit applications for the development of the subject property.

VI. INSPECTION OF INFORMATION ON THE APPLICATION

Project materials including the application, any staff reports, and other studies related to the Shoreline Substantial Development Permit are available for inspection at the Tukwila Department of Community Development, 6300 Southcenter Blvd., Suite 100, Tukwila, Washington 98188 from Monday through Friday between 8:30 a.m. and 5:00 p.m. The project planner is Max Baker, who may be contacted at 206-431-3683 for further information.

Property owners affected by this decision may request a change in valuation for their property tax purposes. Contact the King County Assessor's Office for further information regarding property tax valuation changes. The notice board must be removed at the expiration of the appeal period unless an appeal is filed.

10/2/2018 3:46:27 PM PDT

Jack Pace, Director
Department of Community Development
City of Tukwila



City of Tukwila

Department of Community Development – Jack Pace, Director

Allan Ekberg, Mayor

NOTICE OF DECISION SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT October 2, 2018

TO: Aso Jaff, Craft Architects
Jon Pickett, Soundview Consultants LLC
Karen Walter, Muckleshoot Indian Tribe
Fatin Kara, King County River and Floodplain Management Section
Fort Dent Real Estate, Owner
Occupant, 15152 65th Ave S., Suite 824, Tukwila, WA 98188
State Department of Ecology, SEPA Division
King County Assessor

This letter serves as a notice of decision and is issued pursuant to TMC 18.104.170 on the following project and permit approval.

I. PROJECT INFORMATION

PROJECT NUMBER: PL18-0008

FILE NUMBER: L18-0011 Shoreline Substantial Development Permit

ASSOCIATED FILE NUMBERS: L18-0012 Design Review – Public Hearing
L18-0013 Special Permission – Sensitive Area
E18-0003 SEPA

APPLICANT: Aso Jaff, Craft Architects obo King Lasik

REQUEST: A Shoreline Substantial Development Permit is requested for construction of a two-story, 14,700 sf structure and associated parking within the shoreline environment.

LOCATION: 6700 Fort Dent Way, APN 2954900420

COMPREHENSIVE PLAN AND ZONING DESIGNATION: Regional Commercial Mixed-Use (RCM)

II. DECISION

SEPA Determination: A Determination of NonSignificance (DNS) was issued by the City of Tukwila on September 17, 2018. A revised Determination of NonSignificance was sent to agencies with jurisdiction and parties of record on October 2, 2018 following receipt of mitigation revisions from the applicant.

Decision on Substantive Permit: The City Community Development Director has determined that the application for a Shoreline Substantial Development Permit does comply with applicable City and state code requirements and has approved that application based on the findings and conclusions contained in the staff report.

The Decision on this Permit Application is a Type 2 decision pursuant to Tukwila Municipal Code §18.104.010. Other land use applications related to this project may still be pending.

This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other Federal, State or local statues, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.58.140(8) in the event the permittee fails to comply with the project as approved and any conditions thereof.

CONSTRUCTION PURSUANT TO THIS PERMIT MAY NOT BEGIN AND IS NOT AUTHORIZED UNTIL TWENTY-ONE (21) DAYS FROM THE DATE OF RECEIPT WITH THE DEPARTMENT OF ECOLOGY AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5)(a)(b)(c).

Construction must begin within 2 years from the effective date of the permit and be substantially completed within 5 years of the effective date of the permit. The effective date of a substantial development permit shall be the date of receipt as provided in RCW 90.58.140(6).

III. YOUR APPEAL RIGHTS

One administrative appeal to the Shorelines Hearings Board of the Decision is permitted. Any person appealing to the Shorelines Hearings Board may raise certain SEPA issues as part of the appeal to the Shorelines Hearings Board. Appellants should consult the rules and procedures of the Shorelines Hearings Board for details.

IV. PROCEDURES AND TIME FOR APPEALING

The requirements and procedures for appeals to the Shorelines Hearings Board are set forth in RCW 90.58 and WAC 461.08. Pursuant to RCW 90.58.180 the decision by the City of Tukwila to issue this Shoreline Substantial Development Permit may only be appealed to the Shoreline Hearings Board.

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Appeals must be filed with the Shoreline Hearings Board within 21-days from the filing of this permit with the Department of Ecology as defined in RCW 90.58.140. For more detailed information on appeals, refer to RCW 90.58 and WAC 461.08.

V. INSPECTION OF INFORMATION ON THE APPLICATION

Project materials including the application, any staff reports, and other studies related to the Shoreline Substantial Development Permit are available for inspection at the Tukwila Department of Community Development, 6300 Southcenter Blvd., Suite 100, Tukwila, Washington 98188 from Monday through Friday between 8:30 a.m. and 5:00 p.m. The project planner is Max Baker, who may be contacted at 206-431-3683 for further information.

Property owners affected by this decision may request a change in valuation for their property tax purposes. Contact the King County Assessor's Office for further information regarding property tax valuation changes. The notice board must be removed at the expiration of the appeal period unless an appeal is filed.

10/2/2018 3:56:16 PM PDT

Jack Pace, Director
Department of Community Development
City of Tukwila