



## **INFORMATIONAL MEMORANDUM**

**TO:** Finance and Governance Committee

**FROM:** Brandon Miles, Director, Government Affairs and Strategic Initiatives

**CC:** Thomas McLeod

**DATE:** October 21, 2024

**SUBJECT:** Vietnamese Martyr's Church Development Agreement

### **ISSUE**

Review of a development agreement for the Vietnamese Martyr's Church, located at 6841 South 180<sup>th</sup> Street to install a sculpture that exceeds the height standard in the underlying zoning.

### **BACKGROUND**

Revised Code of Washington 367.70B.170 (RCW) and Tukwila Municipal Code (TMC) 18.86 allows the City to enter into development agreements with property owners for real property under their control. With a development agreement, the City can provide flexibility to zoning standards, such as height, bulk, setbacks, parking, etc. A development agreement is often used as complex or unique projects that do not fit easily within the adopted zoning and development standards of a jurisdiction.

The Vietnamese Martyr's Church, located in the Southcenter District of the City, has been working to complete a significant construction project that includes the construction of new cathedral structure on the property. As part of the project the Church received permission and was issued a permit to install a sculpture on the property. The sculpture is a replica of a holy shrine in the La Vang region of Vietnam. The permit application that was initially submitted to the City was for a 45 foot tall shrine, the allowed maximum height in the Tukwila Urban Center-Workplace zoning designation. Yet, during construction the sculpture was built and installed at just over 55 feet tall, taller than what is permitted in the zone.

To remedy the height issue, the City suggested and the applicant applies for a development agreement. The proposed development agreement will allow just the sculpture to extend to a maximum height of 56 feet, 11 feet taller than what is permitted in the underlying zoning. Note, the development agreement does not apply nor modify the development standards for the main church building or other buildings on the site.

### **DISCUSSION**

The development agreement addresses the height exception needed to address the height deviation for the sculpture. Without the development agreement, the sculpture would have to be removed or lowered to meet the City's height standard.

Since a development agreement is a contract, the City is required to receive a public benefit in exchange for the benefit granted to the property owner. The public benefit is proportional to the development and what is being requested. The property owner and staff have agreed on the following public benefit for the project:

1. When identifying the Sculpture's location, it shall be referred to as being in "Tukwila," the "City of Tukwila," or "Southcenter District." No reference to another city shall be made in referencing the Sculpture's location.

2. Owner shall grant the City a non-revocable license to use the sculpture's image and likeness in any digital, printing, video, or other medium to highlight or promote the City for tourism, economic development, and other marketing purposes.

**RECOMMENDATION**

Staff recommends that the City Council approve the development agreement and authorize the Mayor to execute. A public hearing is required and has been scheduled for the Regular Meeting on November 4, 2024. The City Council could take action on the development agreement following the public hearing.

**ATTACHMENTS**

1. Draft Ordinance, with development agreement.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS AUTHORIZED PURSUANT TO CHAPTER 18.86 OF THE TUKWILA MUNICIPAL CODE; APPROVING AND AUTHORIZING THE PROPOSED VIETNAMESE MARTYRS PARISH SCULPTURE DEVELOPMENT AGREEMENT FOR KING COUNTY TAX PARCEL NUMBER 3623049087 WITH THE ARCHDIOCESE OF SEATTLE, A NONPROFIT CORPORATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Revised Code of Washington (RCW) 36.70B.170, et seq. and Tukwila Municipal Code (TMC) Chapter 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

**WHEREAS**, the City of Tukwila and the Archdiocese of Seattle wish to enter into a Development Agreement for King County tax parcel number 3623049087, a map and description of which are attached hereto as included in Exhibit A; and

**WHEREAS**, pursuant to Tukwila Municipal Code Section 18.86.050, a public hearing was conducted on the 4th day of November 2024 to take public testimony regarding this Development Agreement, as proposed; and

**WHEREAS**, the City Council, pursuant to this ordinance, approves this Development Agreement as proposed and authorizes execution of this Development Agreement;

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

**Section 1.** Vietnamese Martyrs Parish Development Agreement by and between the City of Tukwila and the Archdiocese of Seattle, a copy of which is attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Tukwila.

**Section 2. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 3. 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 4. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Andy Youn, CMC, City Clerk

\_\_\_\_\_  
Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney

Exhibit A: Development Agreement

**VIETNAMESE MARTYRS PARISH SCULPTURE  
DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the City of Tukwila (“City”), a Washington municipal corporation, and the Archdiocese of Seattle (“Owner”), a 501(c)(3) non-profit organization, pursuant to the authority of RCW 36.70B.170, et seq. and Chapter 18.86 of the Tukwila Municipal Code, and in consideration of the mutual benefits to be derived. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

**RECITALS**

WHEREAS, RCW 36.70B.170, et seq. and TMC Ch. 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

WHEREAS, the site of this development is on the property of the Vietnamese Martyrs Parish, located in the southern portion the Tukwila Urban Center (TUC), between South 180th Street and the Green River; and

WHEREAS, the proposed development is for the construction of a decorative sculpture up to 56 feet in height (the “Sculpture”); and

WHEREAS, this site lies within the TUC Workplace District, which is comprised of “a wide range of distribution, warehousing, light industrial, ‘big box’ retail, and furniture outlets, with incremental infill by office and other complementary commercial uses.”

WHEREAS, under the Tukwila Zoning Code, the maximum structure height within the TUC Workplace District is forty-five (45) feet; and

WHEREAS, the Sculpture is a replica of a banyan tree that is a holy shrine for the Catholic Church in the La Vang region of Vietnam; and

WHEREAS, this Sculpture will enhance the aesthetic appeal of the Vietnamese Martyrs Parish, as well as the surrounding neighborhood, and serve as a valuable landmark for visitors to the area.

**AGREEMENT**

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and Owner enter into the following Development Agreement and agree to be bound by its terms.

**Section 1. Incorporation of Recitals.** The Parties agree that the foregoing recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.

**Section 2. Project Description.** This development involves the construction of a Sculpture up to 56 feet in height on the property of the Vietnamese Martyrs Parish, located at 6841 South 180th Street, Tukwila, Washington (“Property”). The Property is located within the TUC and is described in Exhibit A (legal description) and depicted in Exhibit B (site map).

**Section 3. Statement of Authority and Intent.** This Development Agreement is entered into pursuant to the authorization of RCW 36.70B.170 and TMC 18.86 and is intended and designed to vest this development to certain terms and conditions. Other than those terms and conditions specifically identified in this Agreement, the City's regulatory codes in effect at the time of a complete building permit application are accepted by the City and shall apply.

**Section 4. Development Standards; Conditions.**

4.1 Effective Period of this Agreement. This Development Agreement shall be valid until July 1, 2025. If Owner has not submitted, and the City has not accepted, a complete building permit application and building permits have not been completed for the development by that date, this Development Agreement shall be void and development may occur on the subject site pursuant to the then-adopted development regulations. Owner shall complete all required inspections for the building permit as required by the City.

4.2 Application of Development Standards. RCW 36.70B.180(3)(d) and TMC 18.86.030 authorize the establishment of design standards by a development agreement. More specifically, TMC 18.86.030 provides that, a development agreement may allow development standards different from those otherwise imposed under the Tukwila Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications that provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards. Pursuant thereto and during the Effective Period, the provisions of this Section 4 set forth the development standards that differ from or supplement those standards set forth in the City's development regulations. Accordingly, the following development standards shall apply to and govern and vest the development and use of the Project in lieu of any conflicting or different standards or requirements elsewhere in the Governing Regulations.

4.3 Additional Building Height. The maximum building height for the Sculpture shall be 56 feet. The remainder of the Property is limited in height by the zoning code in effect at the time of a complete building permit application. This increase in building height is consistent with the goals of the Comprehensive Plan and the City's vision of the TUC.

4.4 Public Benefit. In exchange for the increase in height as outlined in Section 4.3, Owner shall provide the following benefits to the City:

1. When identifying the Sculpture's location, it shall be referred to as being in “Tukwila,” the “City of Tukwila,” or “Southcenter District.” No reference to another city shall be made in referencing the Sculpture's location.

2. Owner shall grant the City a non-revocable license to use the sculpture's image and likeness in any digital, printing, video, or other medium to highlight or promote the City for tourism, economic development, and other marketing purposes.

**Section 5. Major and Minor Amendment – Development Agreement.** All proposed amendments to the Development Agreement shall be considered in accordance with this Section 5.

5.1 Process. The Mayor may approve Minor Amendments to the Development Agreement proposed by the City or Owner and mutually agreed to by the Parties. Such approval shall be in writing and the resulting amendment shall be incorporated into this Development Agreement as an amendment. The City Council may approve Major Amendments to the Development Agreement in accordance with the same process for approval of the Development Agreement. A Major Amendment to the Development Agreement approved by the City Council, and mutually agreed to by the Parties, shall be incorporated into this Development Agreement as an amendment pursuant to Section 21 hereof.

5.2 Minor Amendment Defined. A proposed amendment to the Development Agreement shall be considered a minor amendment if the proposed amendment does not modify the Governing Regulations or Section 4 (Development Standards; Conditions) hereof, does not materially modify the size or scope of the development, and does not modify the Vesting Period or term of this Development Agreement.

5.3 Major Amendment Defined. A proposed amendment to the Development Agreement shall be considered a Major Amendment if the proposed amendment does not constitute a Minor Amendment.

5.4 Determination. An application for a Minor Amendment shall be made to the Mayor. The application shall describe the proposed Minor Amendment in sufficient detail such that the Mayor can determine whether or not the proposal qualifies as a Minor Amendment. If the application does not provide sufficient information, the Mayor may request additional information from the Owner or reject the application. Upon receipt of sufficient information to determine if the proposal set forth in the application constitutes a Minor Amendment, the Mayor shall determine if the proposal constitutes a Minor Amendment. In the event that the Mayor determines that the proposed amendment is a Minor Amendment, the Minor Amendment may be administratively approved by the Mayor. In the event that the Mayor determines that the proposal constitutes a Major Amendment, the Owner shall submit the proposal in accordance with the same process for approval of a Development Agreement, withdraw its proposed amendment, or modify and re-submit its proposed amendment. The determination of the Mayor shall be a final decision.

**Section 6. Further Discretionary Actions.** Owner acknowledges that the Development Agreement contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEP A. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Governing Regulations and the development standards and conditions set forth in Section 4 hereof.

**Section 7. Existing Land Use Fees and Impact Fees.** Generally applicable land use fees and impact fees adopted by the City by resolution or ordinance as of the effective date of this

Development Agreement may be increased by the City from time to time, and the new fees applied to subsequent permits and approvals for the Property.

**Section 8. Specific Performance.** The Parties specifically agree that damages are not an adequate remedy for breach of this Development Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default hereof.

**Section 9. Termination.** This Development Agreement shall expire and/or terminate on the earlier of the termination/expiration provisions set forth as follows:

9.1 This Development Agreement shall terminate upon the expiration of the Effective Period identified in Section 4 hereof.

9.2 Upon termination of this Development Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated.

**Section 10. Assignment and Assumption.** Owner shall not have the right to sell, assign or transfer this Development Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement provided that the Owner may sell, assign, or transfer this Development Agreement with all its rights, title, and interests therein to any firm or corporation in which Owner has a majority interest. Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 11. Covenants Running With the Land; Recording.** The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Owner contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

**Section 12. Amendment to Agreement; Effect of Agreement on Future Actions.** This Development Agreement may be amended by mutual consent of all of the Parties, provided that any such amendment shall follow the process established for Major and Minor Amendments as set forth in this Development Agreement.

**Section 13. Releases.** Owner, and any subsequent owner, may be released from further obligations relating to the sold, assigned, or transferred portion of the Property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Development Agreement as provided herein.



**Section 14. No Third-Party Beneficiary.** This Development Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Development Agreement.

**Section 15. Interpretation.** The Parties intend this Development 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 Development Agreement shall be construed to exclude from its scope 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. This Development 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 Development Agreement.

**Section 16. Notices.** All communications, notices, and demands of any kind that a Party under this Development Agreement requires or desires to give to any other Party shall be in writing and either (i) emailed, (ii) delivered personally, (iii) sent by facsimile transmission with an additional copy mailed first class, or (iv) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

**City of Tukwila:**

Attention: Mayor's Office  
City of Tukwila  
6200 Southcenter Boulevard  
Tukwila, WA 98188  
[INSERT email address]

And to its Attorney:  
Attention: Kari Sand  
Ogden Murphy Wallace, P.L.L.C.  
701 Fifth Avenue, Suite 5600  
Seattle, WA 98104-7045  
[ksand@omwlaw.com](mailto:ksand@omwlaw.com)

**Archdiocese of Seattle**

Attention: [INSERT]

And to its Attorney:  
[INSERT – if applicable]

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

**Section 17. Excusable Delay (Force Majeure).** In addition to specific provisions of this Development Agreement, and notwithstanding anything to the contrary in this Development Agreement, neither Party shall be in default in the performance or the failure of performance of its obligations under this Development Agreement, or in the delay of its performance, where such failure or delay is due to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires,

quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (so long as the Party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, delays resulting from the weather or soils conditions which necessitate delay, delays resulting from litigation (including suits filed by third parties concerning or arising out of this Development Agreement) or any other cause (lack of funds of Owner, Owner's inability to finance the construction of the development, and Owner's inability to lease the Improvements, are not causes beyond the reasonable control or without the fault of Owner) beyond the reasonable control or without the fault of the Party claiming an extension of time to perform or an inability of performance. The extension of time for any cause shall be from the time of the event that gave rise to such period of delay until the date that the cause for the extension no longer exists or is no longer applicable, in each case as evidenced by a notice from the Party claiming the extension. An extension of time for the duration of such event will be deemed granted if notice by the Party claiming such extension is sent to the other as to any of the above causes other than Permit Delays, within 10 days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within 10 days of receipt of the notice (such extension of time is referred to herein as "Force Majeure"). Times for performance under this Development Agreement may also be extended in writing by the City and Owner in accordance with Section 11 herein.

**Section 18. Indemnification.** Except as otherwise specifically provided elsewhere in this Development 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 Development 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.

**Section 19. Applicable Law and Attorneys' Fees.** This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for Western Washington.

**Section 20. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a Party, or successor or assign of Owner, to challenge this Development Agreement or any provision herein, the City may elect to

tender the defense of such lawsuit or individual claims in the lawsuit to Owner and/or successor(s) or assign(s). In such event, Owner and/or such successor(s) or assign(s) shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including, but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owner and/or such successor(s) or assign(s) shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 21. Severability.** If any phrase, provision or section of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either Party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that Party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.

**Section 22. Authority.** Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Development Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Development Agreement.

**Section 23. Exhibits and Appendices Incorporated.** Each Exhibit attached hereto or referenced is incorporated herein by such reference as if fully set forth herein.

**Section 24. Headings.** The headings in this Development Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Development Agreement.

**Section 25. Time of the Essence.** Time is of the essence of this Development Agreement and of every provision hereof. Unless otherwise set forth in this Development 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.

**Section 26. Entire Agreement.** This Development 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 Development Agreement supersedes all previous agreements, oral or written.

[SIGNATURE BLOCKS FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**ARCHDIOCESE OF SEATTLE**

**CITY OF TUKWILA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas McLeod  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Andy Youn, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kari Sand, City Attorney

DRAFT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the ARCHDIOCESE OF SEATTLE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

DATED: \_\_\_\_\_

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

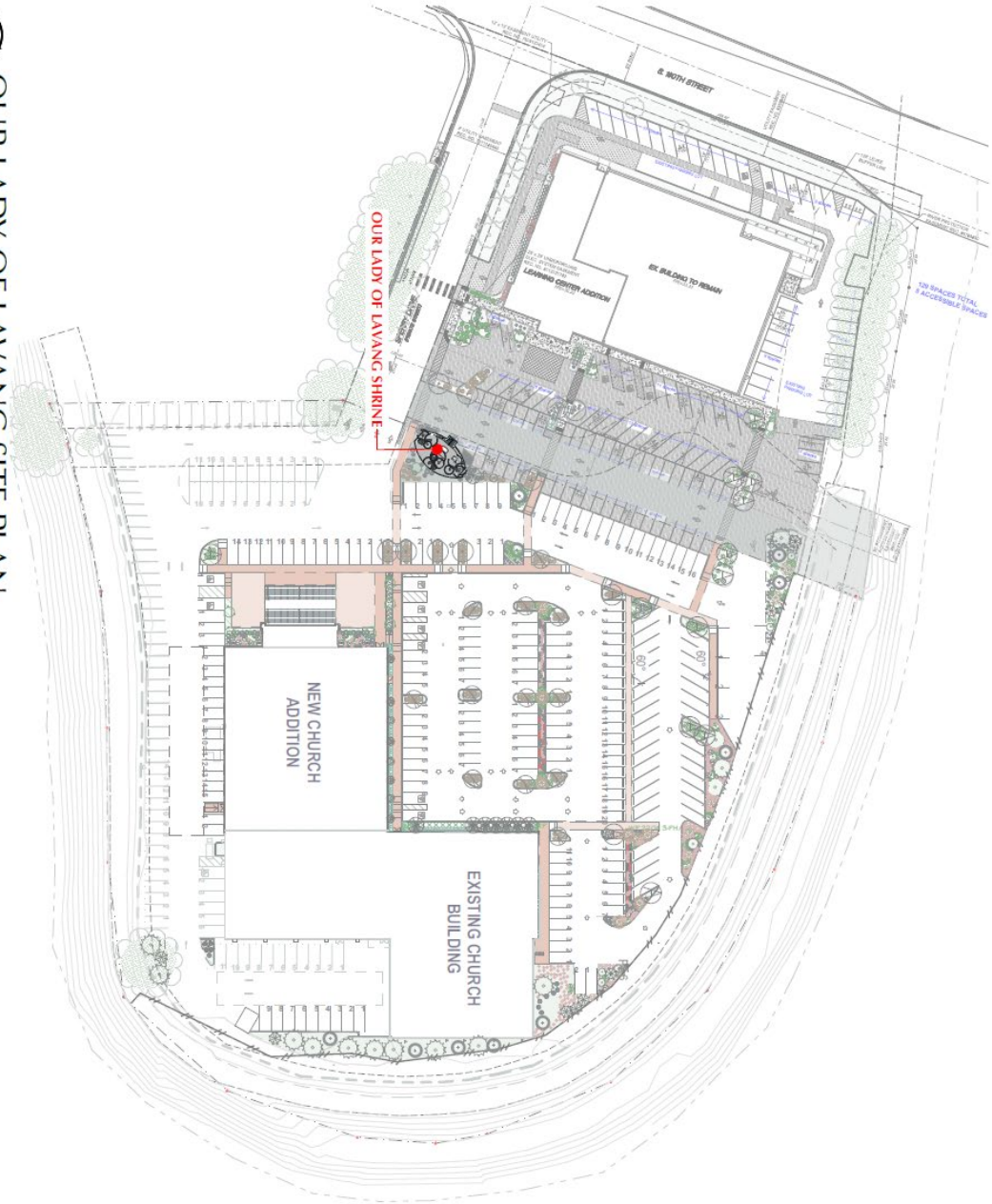
PORTION OF SW QTR NW QTR STR 36-23-04 DAF: BEGINNING AT NW CORNER OF SEC 36 TH S01-19-01W ALONG W LINE THEREOF 1355.89 FT TH ELY ALONG CURVE TO LEFT CENTER OF WHICH BEARS N02-45-45E HAVING RADIUS OF 336.00 FT ARC DISTANCE OF 9.00 FT TO S LINE OF N 36 FT OF GOVT LOT 4 IN SAID SEC 36 TH S88-46-19E ALONG SAID S LINE 372.61 FT TH S01-13-41W 305.00 FT TH N88-46-19W 50.00 FT TO TPOB TH S88-46-41E ALONG LINE 100 FT SOUTH OF & PARALLEL TO S LINE OF PARCEL LEASED TO SPERRY LAND CORP AS SURVEYED & MONUMENTED ON THE GROUND IN 1968 DISTANCE OF 420.58 FT MORE OR LESS TO TOP OF LEFT BANK OF GREEN RIVER TH ALONG SAID TOP OF LEFT BANK THE FOLLOWING COURSES & DISTANCES: S07-00E 115 FT S01-06W 104 FT S09-12W 106 FT S26-49W 102 FT S47-21W 103 FT S60-15W 40 FT S74-35W 60 FT WEST 106 FT N67-30W 107 FT N26-19W 104 FT N20-22W 103 FT N21-54W 105 FT N32-38W 116 FT N44-04W 34 FT MORE OR LESS TO POINT FROM WHICH TPOB BEARS N69-38-41E TH LEAVING SAID TOP OF LEFT BANK N69-38-41E 225 FT MORE OR LESS TO TPOB POR TAXABLE

DRAFT

**EXHIBIT B**  
**DEPICTION OF THE PROPERTY**

NOT TO SCALE

OUR LADY OF LAVANG SITE PLAN



OUR LADY OF  
 LAVANG SHRINE  
 SITE PLAN  
 A0  
 MDC

**BRODERICK ARCHITECTS**  
 55 S. ATLANTIC STREET, SUITE #301  
 SEATTLE, WASHINGTON 98134 206.682.7525

**CHURCH OF THE VIETNAMESE MARTYRS**  
 OUR LADY OF LAVANG SHRINE  
 6841 S. 180TH STREET • TURKWILA, WA 98188