



CITY OF
TUMWATER

HEARING EXAMINER - I-5 COMMERCE PLAT AND RIGHT-OF-WAY VACATION MEETING AGENDA

**Online via Zoom and In Person at
Tumwater City Hall, Sunset Room, 555
Israel Rd. SW, Tumwater, WA 98501**

**Wednesday, December 17, 2025
4:00 PM**

The Tumwater Hearing Examiner is an appointed official of the City, and rules upon land use and zoning matters. Within 10 business days of the conclusion of the hearing, the Examiner shall render a decision, including findings and conclusions. Questions on the operation and procedures of the Hearing Examiner may be directed to the Community Development Department at 360-754-4180.

1. Call to Order
2. Public Hearing
 - a. TUM-25-0756 I-5 Commerce Plat and Right-of-Way Vacation
3. Adjourn

Meeting Information

The hearing examiner, staff and applicants typically attend remotely. The public is welcome to attend in person, by telephone or online via Zoom.

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 858 9996 2181 and Passcode 007029

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 858 9996 2181 and Passcode 007029.

The City of Tumwater Hearing Examiner will hear testimony from interested parties in person, via computer audio or by telephone by registering in advance to provide comment.

Public Comment – Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_-dWcvoZbR6yaTrXntdzSbw

After registering, you will receive a confirmation email containing information about joining the webinar.

Written comments may be submitted to City of Tumwater, Community Development Department, 555 Israel Road SW, Tumwater, WA 98501, or by email at abaruch@ci.tumwater.wa.us or by fax at (360) 754-4138, and must be received by 12:00 p.m. on December 17, 2025.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: City of Tumwater Hearing Examiner
 FROM: Alex Baruch, Senior Planner
 DATE: December 10, 2025
 SUBJECT: TUM-25-0756 I-5 Commerce Plat and Right-of-Way Vacation

1) Recommended Action:

Staff recommends approval of the plat and right-of-way vacation subject to the conditions outlined in the staff report.

2) Background:

The project proponent is requesting a plat vacation of the I-5 Commerce Plat and associated right-of-way that was constructed and dedicated with the plat. The plat vacation will return the property to a single parcel with a private road running through the property.

3) Alternatives:

- ☐ Approve Case Nos. TUM-25-0756 with recommended conditions
 - ☐ Approve Case Nos. TUM-25-0756 with amended conditions
 - ☐ Deny Case Nos. TUM-25-0756
 - ☐ Remand Case Nos. TUM-25-0756 to staff for further analysis
-

4) Attachments:

- Exhibit 1. Staff Report December 10, 2025
- Exhibit 2. Preliminary Plat Map 02-06-2020
- Exhibit 3. Preliminary Plat HE Decision 10-14-2020
- Exhibit 4. Plat Alteration Hearing Examiner Decision 04-26-2022
- Exhibit 5. Recorded Plat 09-27-2022
- Exhibit 6. Recorded CC&R 09-27-2022
- Exhibit 7. Recorded Stormwater Maintenance Agreement 09-27-2022
- Exhibit 8. Intergovernmental Agreement Between City of Tumwater and Confederated Tribes of the Chehalis Reservation
- Exhibit 9. Notice of Application and Notice of Public Hearing 11-28-2025
- Exhibit 10. Public Notice Certification 12-01-2025
- Exhibit 11. Application 06-19-2025
- Exhibit 12. Dissolution of Association and Termination of CC&Rs 09-27-2024
- Exhibit 13. Termination of CC&Rs 09-30-2024
- Exhibit 14. Plat Vacation Map 10-20-2025
- Exhibit 15. Draft Utility Easement Language
- Exhibit 16. Neighborhoods Map Comprehensive Plan 2016
- Exhibit 17. Squaxin Island Tribe Public Comment 12-09-2025

EXHIBIT 1

**CITY OF TUMWATER
HEARING EXAMINER STAFF REPORT
Hearing Date: December 17, 2025**

Project Name: I-5 Commerce Plat and Right-of-Way Vacation

Case Numbers: TUM-25-0756 Plat and Right-of-Way Vacation

Owner: Confederated Tribes of Chehalis Reservation
420 Howanut Rd
Oakville, WA 98568

**Project Proponent/
Representative:** Hatton Godat Pantier
Chris Carlson
3910 Martin Way E, Ste B
Olympia, WA 98506

Type of Action Requested: The project proponent is requesting a plat vacation of the I-5 Commerce Plat and associated right-of-way that was constructed and dedicated with the plat. The plat vacation will return the property to a single parcel with a private road running through the property.

Project Location: 40.12 acres located at 9253, 9235, 9211, 9183, 9157, 9133, 9125, 9124, 9067, 9035, 9048 and 9010 Legacy Court SW, Tumwater, WA 98501. Tax Parcel Numbers 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100 and 55520001200.

Project Permit: The following have been issued for the project:

1. Notice of Application issued on November 28, 2025 (Exhibit 9)
2. Notice of Public Hearing on November 28, 2025 (Exhibit 9)

Public Notification: Public notification for the December 17, 2025, public hearing was mailed to property owners within 300 feet of the subject property and various agencies, posted on-site and published in *The Olympian* on November 28, 2025, in conformance with Tumwater Municipal Code TMC 14.06 (Exhibits 9 and 10).

Staff Recommendation: Approval of plat vacation and recommendation of approval for the right-of-way vacation to City Council, subject to conditions identified at the end of the staff report in Section III *Recommendation*.

Staff Planner: Alex Baruch, Senior Planner, AICP
Phone: (360) 754-4180
E-Mail: abaruch@ci.tumwater.wa.us

I. BACKGROUND INFORMATION

A. Project History

In 2016 a nine-lot light industrial subdivision was proposed to the City of Tumwater Development Review Committee for review. Through the preliminary review process the applicant changed the proposal from a nine-lot subdivision to a twelve-lot subdivision. The applicant submitted a preliminary plat application (TUM-20-0220) including the subdivision of twelve lots, open space tracts and public road construction. The preliminary plat was heard by the Tumwater hearing examiner on September 30, 2020 (Exhibit 2) and was approved with conditions on October 14, 2020 (Exhibit 3). No appeals were filed.

A site development grading permit was issued November 5, 2020 (TUM-20-0727) focusing on the sewer extension. On July 6, 2021, another site development grading permit was issued (TUM-21-0907) to complete the remainder of the infrastructure installation which included the stormwater tracts and public road improvements.

On December 28, 2021, a plat alteration was submitted (TUM-22-0044) to address a change to some of the lot areas and tracts and to amend condition 38 of the original preliminary plat which required tree replacement at a 3:1 ratio. Since the project site did not meet the City's tree retention standards of 20% of the existing trees or 12 trees per acre prior to being developed; TMC 16.08.070.R.4 allows a tree replacement ratio of 1:1. The public hearing was conducted on April 13, 2022, and approval was issued on April 26, 2022 (Exhibit 4). No appeals were filed.

The final plat was submitted for review on August 12, 2022 (TUM-22-0841). The plat was recorded with Covenants, Conditions and Restrictions and a Stormwater Maintenance Agreement on September 27, 2022 (Exhibits 5, 6 and 7).

Since final plat recordation, one site plan review was conducted for parcels at the end of Legacy Court. Site plan approval was issued and site development grading and building permits were reviewed but were not issued. In May of 2024, the Chehalis Tribe approached the City about the process to vacate the I-5 Commerce Plat and public right-of-way in anticipation of purchasing the property. An intergovernmental agreement between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation was approved by the Business Committee of the Confederated Tribes of the Chehalis Reservation and Tumwater City Council in late July 2024 (Exhibit 8).

The properties were sold to the Chehalis Tribe on September 30, 2024, based on Thurston County sales data. A plat vacation application was submitted on September 16, 2025. Two rounds of review of the plat vacation have been completed by City and County staff to prepare the plat for recordation if approved. No development is being proposed with this application.

B. Existing Conditions

The properties are currently vacant.

The topography of the property is relatively flat. The site has been prepared for development with water and sewer extended to each lot with a public road (Legacy Court) running down the middle of the industrial subdivision. A stand of trees with a wetland were preserved to the north (Exhibit 2).

C. Project Description

The project proponent is requesting a plat vacation of the I-5 Commerce Plat and associated right-of-way that was constructed and dedicated with the plat. The plat vacation will return the property to a single parcel with a private road running through the property.

II. REGULATORY FRAMEWORK

The proposal is subject to the following policies and regulations:

- A. **Tumwater Comprehensive Plan:** The project site is located in the Southwest Tumwater Neighborhood as designated in the City's Comprehensive Plan (Exhibit 16). The land use designation for 40.26 acres of the project site is Light Industrial.
- B. **Tumwater Transportation Plan:** The Transportation Plan includes language speaking to regional consistency and coordination to address both motorized and non-motorized transportation links and corridor. Goals are to establish a street and road network that provides for the safe and efficient movement of goods and people, neighborhood connectivity, to ensure pedestrian connectivity, and concurrency to meet PM peak hour level of service standards.

Staff Response and Recommended Finding:

Staff finds that with the property surrounding Legacy Court converted to one single property through the plat vacation there is no longer a need for a public road through the parcel. By vacating the right-of-way, the City will no longer be obligated to maintain the road and maintenance responsibility will be transferred to the property owner. Additionally, surrounding properties have either direct access or access easements to public roads and streets.

- C. **Hearing Examiner –TMC 14.12.010:** The Hearing Examiner has authority to review Plat Vacations as a Type III land use application.

Staff Response and Recommended Finding: *Plat vacations and plat vacations that include right-of-way vacation require a public hearing and decision by the Tumwater Hearing Examiner. TMC 17.26.060 and RCW 58.17.212 provide a process for vacation of a subdivision and public right-of-way when completed as one action. It states that the legislative authority would be the approving authority for a plat and right-of-way vacation. The underlying preliminary plat approval was heard by the hearing examiner, therefore it*

*was determined that the public hearing for a vacation of a preliminary plat and public right-of-way would also be heard **and decided** by the hearing examiner. ~~The hearing examiner's recommendation will be forwarded to City Council for final approval of the right-of-way vacation.~~*

- D. Public Notice Requirements –TMC Chapter 14.16:** TMC Chapter 14.16 requires the City to provide public notification of certain application types by issuing a Notice of Application (TMC 14.16.050) and a Notice of Open Record Hearing (TMC 14.10.050).

Staff Response and Recommended Finding: *A combined notice of application and public hearing notice for the plat vacation was mailed to property owners within 300 feet of the subject property, affected agencies and posted on-site; and published in the Olympian on November 28, 2025. (Exhibits 9 & 10) The notices were issued together to meet both timing requirements for the notice of application and notice of public hearing.*

Public comments:

The Squaxin Island Tribe issued comments on December 9, 2025 requesting an inadvertent discovery plan if land disturbance is proposed in the future (Exhibit 17). Staff let them know that the property had already been under construction for the public road and storm facilities and this application would not be approving additional land disturbance.

- E. State Environmental Policy Act – TMC 16.04:** A plat and right-of-way vacation are exempt from SEPA requirements per WAC 197-11-800-6-a and WAC 197-11-800-2-i.

- F. Plat and Public Right-of-Way Vacation Standards – TMC Title 17.26.060 / RCW 58.17.212:**

TMC 12.04 lists the process and requirements for a right-of-way vacation, however TMC 17.25.060 and RCW 58.17.212 provide guidance for right-of-way vacation as a part of a plat vacation. The plat and right-of-way vacation **are** required to comply with the following standards listed in RCW 58.17.212 outlined below:

1. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion of the subdivision subject to vacation.

Staff Finding: *The applicant has provided an application containing signatures of all parties having an ownership interest in the subdivision (Exhibit 11). On the face of the plat vacation the applicant has provided a purpose statement which says “The purpose of this plat vacation is to consolidate all of the lots and vacate all dedicated rights-of-way, City water easements, City sewer easements and City stormwater maintenance agreements resulting from the filing of the I-5 Commerce Plat recorded under Thurston County Auditor File No 4952603.” (Exhibits 12, 13 & 14) A condition has been added to staff's recommendation that an easement is recorded concurrently with the plat vacation to allow the City of Tumwater access to maintain the existing utility lines on the property. Draft easement language can be found in Exhibit 15.*

2. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the vacation of the subdivision or portion thereof.

Staff Finding: Documentation provided by the applicant shows the CC&Rs and Stormwater Maintenance Agreement being dissolved (Exhibits 12 & 13) so no conflicts will exist with the plat vacation once recorded.

3. When the application is for the vacation of the plat together with the roads and/or streets, the procedure for vacation in RCW 58.17.212 shall be used, but vacations of streets may not be made that are prohibited under *RCW 35.79.030 35.79.035, and vacations of roads may not be made that are prohibited under RCW 36.87.130.

a. RCW 35.79.035 discusses the limitations on vacations of streets abutting bodies of water. .030 states: *"If the hearing is before a hearing examiner, the hearing examiner shall, following the hearing, report its recommendation on the petition to the legislative authority, which may adopt or reject the recommendation: PROVIDED, That the hearing examiner must include in its report to the legislative authority an explanation of the facts and reasoning underlying a recommendation to deny a petition. If a hearing is held before a hearing examiner, it shall not be necessary to hold a hearing on the petition before the legislative authority."*

Staff Finding: The proposed vacation would not be prohibited under RCW 35.79.035 030 as the street is not abutting bodies of water. no longer needed by the City of Tumwater as only one lot will be served by the street and no other properties were proposed to access off this public street. RCW 36.87.130 would not apply to this proposal as this street is not a road in a County.

4. State and City code requirements for vacation of right-of-way state that payment for 50% of the appraised value of the road or dedication of property of equal value to monetary compensation would be required.

a. ~~If the legislative authority determines to grant the petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated. The ordinance may provide that the city retain an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. A certified copy of such ordinance shall be recorded by the clerk of the legislative authority and in the office of the~~

~~auditor of the county in which the vacated land is located. One-half of the revenue received by the city or town as compensation for the area vacated must be dedicated to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the city or town.~~

Staff Finding: ~~City Council will review the hearing examiner's recommendation and an ordinance to vacate the street. As outlined in the Intergovernmental Agreement (Exhibit 8) under section 2.B.iv; the Chehalis Tribe will either pay the City 50% of the appraised value of the road or in lieu of monetary compensation, the parties agree that the Tribe may satisfy this obligation by dedicating to the City for street or other municipal purpose real property useful for the intended purpose where the property has a fair market value at least equal to the amount of monetary compensation that would otherwise be required as allowed by TMC 12.04.120.~~

- b. The legislative authority of the city, town, or county shall give notice as provided in RCW 58.17.080 and 58.17.090 and shall conduct a public hearing on the application for a vacation and may approve or deny the application for vacation of the subdivision after determining the public use and interest to be served by the vacation of the subdivision. If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the city, town, or county, shall be deeded to the city, town, or county unless the legislative authority shall set forth findings that the public use would not be served in retaining title to those lands.

Staff Finding: ~~As outlined in Section D above the public notice process was followed as required. The City has determined that there is not a need to retain the public right-of-way once the vacation is completed as only one parcel will be served by the street after the vacation is completed and no adjacent parcels will be land locked by the vacation of the right-of-way. No land other than the public right-of-way was dedicated for public use or benefit as a part of the preliminary plat approval.~~

- c. Title to the vacated property shall vest with the rightful owner as shown in the county records. If the vacated land is land that was dedicated to the public, for public use other than a road or street, and the legislative authority has found that retaining title to the land is not in the public interest, title thereto shall vest with the person or persons owning the property on each side thereof, as determined by the legislative authority. When the road or street that is to be vacated was contained wholly within the subdivision and is part of the boundary of the subdivision, title to the vacated road or street shall vest with the owner or owners of property contained within the vacated subdivision.

Staff Finding: ~~The street to be vacated is wholly contained within the subdivision and is a part of the boundary of the subdivision. After approval of the plat and right-of-way vacation; ordinance approval by City Council and recordation with Thurston County, the right-of-way would be released to the owner of the property contained within the vacated subdivision.~~

III. RECOMMENDATION

Staff recommends approval of the plat **and** ~~vacation and recommendation of approval for the right-of-way vacation to City Council~~, subject to conditions:

1. Easement for City utility access shall be recorded concurrently with the plat vacation.
2. In order to vacate Legacy Court SW, City ordinances and State Code require the property owner to pay the City fifty percent (50%) of the appraised value of the road. The City and Tribe shall mutually agree upon an MAI appraiser to appraise the value of Legacy Court SW. All costs of the appraisal shall be the responsibility of the Tribe. In lieu of monetary compensation, the parties agree that the Tribe may satisfy this obligation by dedicating to the City for street or other municipal purposes real property useful for the intended purpose where the property has a fair market value at least equal to the amount of monetary compensation that would otherwise be required.

**Submitted on Behalf
Of the City of Tumwater
Community Development
Department by/**

Staff Contact:

Alex Baruch, Senior Planner, AICP
Phone: (360) 754-4180
E-mail: abaruch@ci.tumwater.wa.us

Report Issue Date: December 10 **12**, 2025

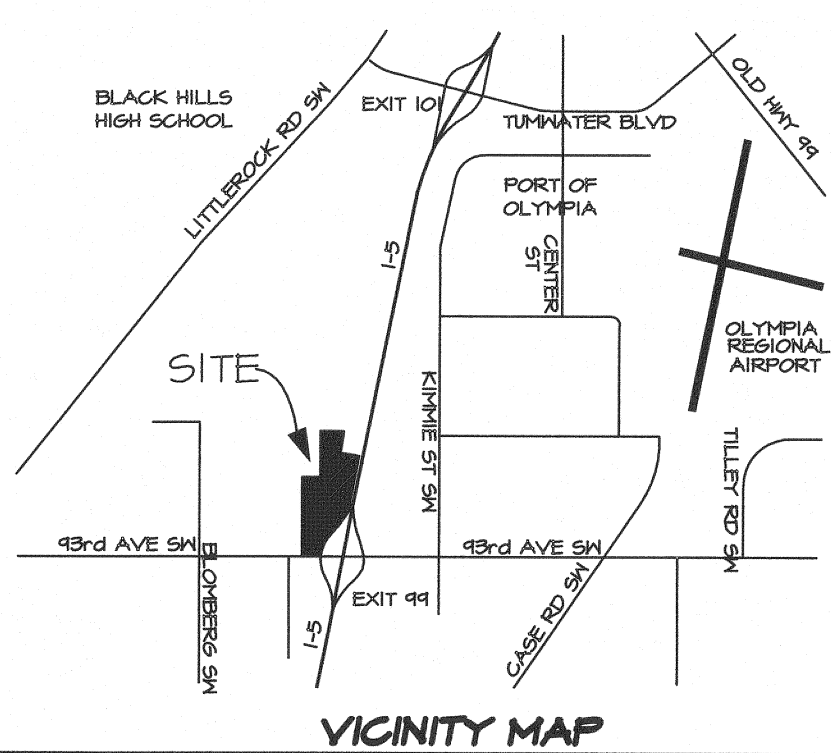
List of Exhibits:

- Exhibit 1. Staff Report December 10, 2025
- Exhibit 2. Preliminary Plat Map 02-06-2020
- Exhibit 3. Preliminary Plat HE Decision 10-14-2020
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- Exhibit 15. Draft Utility Easement Language
- Exhibit 16. Neighborhoods Map Comprehensive Plan 2016
- Exhibit 17. Squaxin Island Tribe Public Comment 12-09-2025

PRELIMINARY PLAT OF I-5 COMMERCE PLACE

EXHIBIT 6

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



VICINITY MAP

~PREPARED FOR~
KAUFMAN REAL ESTATE, LLC
7711 MARTIN WAY E
OLYMPIA, WA 98506
CONTACT: JOHN KAUFMAN

DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10453.71 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM, THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION, EXCEPTING THEREFROM PORTION CONVEYED TO THURSTON COUNTY FOR 43RD AVENUE SW BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4160513. ALSO EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD, ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED DATED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2307.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE NORTH 375 FEET, THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER, THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THEREFROM PORTION CONVEYED TO THURSTON COUNTY FOR 43RD AVENUE SW BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4160513. ALSO EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD, ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED DATED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513.

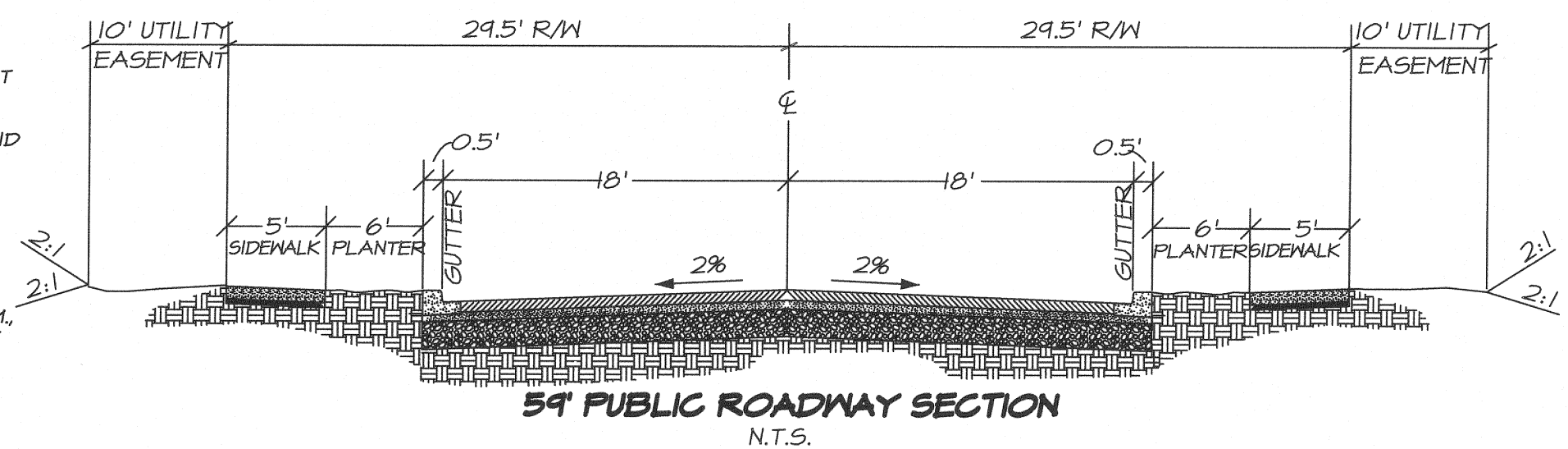
PARCEL C:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 14, 1966 UNDER AUDITOR'S FILE NOS. 516448, 587182, AND 743341, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 16, 2244.3 FEET EAST OF ITS SOUTHWEST CORNER, RUNNING THENCE EAST ALONG SAID SOUTH LINE 284.5 FEET, THENCE NORTH 375 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 30 FEET OF COUNTY ROAD KNOWN AS LATHROP ROAD, ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED DATED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513.

IN THURSTON COUNTY, WASHINGTON.

51' PUBLIC ROADWAY SECTION
N.T.S.

LEGEND

- FOUND AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- ① RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 516448 (SEE SURVEYORS NOTE #8)
- ② NORTH LINE RIGHT OF WAY CONVEYED TO THURSTON COUNTY AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 4160513
- ③ NORTH LINE, RIGHT OF WAY CONVEYED TO THE STATE OF WASHINGTON, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 743346 (SEE SURVEYORS NOTE #7)
- ④ RIGHT OF WAY LINE DESCRIBED IN DEED TO THE STATE OF WASHINGTON AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 743341 (SEE SURVEYORS NOTE #7)
- ⑤ 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516448 (ALSO SEE SURVEYORS NOTE #8)
- ⑥ APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510 (SEE SURVEYORS NOTE NO. 4)
- ⑦ AREAS DEPICTED IN CRITICAL AREA BUFFER NOTICE RECORDED UNDER AUDITOR'S FILE NO. 5 3786184 AND 3785444 (SEE SURVEYORS NOTE NO. 10)
- NOTE: THE BUFFER NOTICE SHOULD BE AMENDED FOLLOWING PRELIMINARY PLAT APPROVAL TO REFLECT THE UPDATED INFORMATION. SAID AMENDMENT SHOULD BE SIGNED BY THE CITY OF TUMWATER AND RECORDED ON TITLE.
- ⑧ RIGHT OF WAY DEDICATION NOT DETERMINED
- ⑨ 150' WETLAND BUFFER BASED ON REPORT BY KRIPPER CONSULTING, LLC DATED JANUARY 30, 2022
- ⑩ PLANNED 10' WIDE UTILITY EASEMENT
- ⑪ INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOT 7
- ⑫ INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOT 8
- ⑬ INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 10, 11, 12 AND TRACT "D"

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 88°11'47" E	25.50
L2	S 01°45'28" W	1.60
L3	N 01°45'28" E	3.81

SURVEYORS NOTES:

- THE LAND DESCRIBED HEREON HAS BEEN ASSIGNED PROPERTY TAX ACCOUNT NOS. 12716420000, 12716340100, 12716340102 AND 12716340101 BY THURSTON COUNTY.
- TITLE INFORMATION DEPICTED ON THIS DRAWING IS BASED ON REPORT DATED JULY 11, 2013 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY UNDER ORDER NUMBER TH26346 AND INCLUDING ENDORSEMENT NO. 1 DATED MARCH 11, 2016. HATTON GODAT PANTIER HAS MADE NO INDEPENDENT SEARCH FOR TITLE INFORMATION THAT IS NOT DISCLOSED IN SAID REPORT.
- THE LAND DESCRIBED HEREON IS SUBJECT TO AGREEMENT BETWEEN KAUFMAN REAL ESTATE, LLC AND PUGET WESTERN, INC. FOR COST SHARING ASSOCIATED WITH TRAFFIC SIGNAL IMPROVEMENTS, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 4303640.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES, MINERALS, FOSSILS, ETC., AS RECORDED UNDER VOLUME 174 OF DEEDS PAGE 128. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430, ALSO SUBJECT TO AN EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES, MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 383226. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430, ALSO SUBJECT TO AN EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES, MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 462790. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430, ALSO SUBJECT TO AN EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RELINQUISHMENT OF CERTAIN RIGHTS, INCLUDING EASEMENTS FOR ACCESS, LIGHT AND AIR AND ALL RIGHTS OF INGRESS AND EGRESS TO, FROM AND BETWEEN SAID LAND AND INTERSTATE HIGHWAY 5 (SR5), AS DISCLOSED BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 5 587182, 743346 AND 743341.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO THE STATE OF WASHINGTON FOR DRAINAGE DITCH 30 FEET WIDE BY 170 FEET LONG, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 516448.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION IN RIGHT OF WAY CONTRACTS RECORDED UNDER AUDITOR'S FILE NOS. 585288 AND 587071 AND AS AMENDED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 757510. SAID EASEMENT ALSO INCLUDES PROVISIONS FROM TEMPORARY CONSTRUCTION AREAS THAT EXCEED THE LIMITS OF THE PERMANENT EASEMENT. THE LIMITS AND TERMS OF SAID CONSTRUCTION AREA ARE NOT IDENTIFIED IN DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 3420184. EASEMENT CONTAINS AN AMBIGUOUS LEGAL DESCRIPTION AND IS NOT RELIABLE. A FIELD LOCATE SHOULD BE PROVIDED BY PACIFIC NORTHWEST PIPELINE CORPORATION AND A NEW LEGAL DESCRIPTION BE INCORPORATED INTO AN AMENDED EASEMENT.
- UNDERGROUND UTILITY LOCATIONS SHOWN HEREON ARE BASED ON ABOVE GROUND SURFACE INDICATORS. ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THE SITE.
- THIS DRAWING IS BASED ON FIELD SURVEY PERFORMED IN AUGUST - SEPTEMBER 2013. ALL SURVEY CONTROL, NOTED AS FOUND WAS RECOVERED DURING THIS SURVEY UNLESS OTHERWISE NOTED.
- A TYPOGRAPHICAL ERROR APPEARS IN THE PARCEL "A" LEGAL DESCRIPTION, WHICH IS A RESULT OF AN ERROR IN THE VESTING DEED RECORDED UNDER AUDITOR'S FILE NO. 422841. THE INCORRECT PORTION IS THE BEARING OF SOUTH 28° 41' 30" WEST, BASED ON DEED FROM THE STATE OF WASHINGTON, RECORDED UNDER AUDITOR'S FILE NO. 743346. SAID BEARING SHOULD BE SOUTH 38° 41' 30" WEST SURVEY.

SITE DATA

PARCEL NO. 5 12716420000, 12716340100, 12716340102 & 12716340101

ZONING

LIGHT INDUSTRIAL (LI)

TOTAL ACREAGE

40.26 ACRES

NUMBER OF LOTS

12

OPEN SPACE

9.99 ACRES

LENGTH OF ROADS

1896 L.F.

AREA OF ROADS

2.49 ACRES

TRACT USAGE

TRACT "A"	OPEN SPACE/STORMWATER/TREE TRACT	3.42 AC.
TRACT "B"	STORM DRAINAGE	1.34 AC.
TRACT "C"	STORM DRAINAGE	1.41 AC.
TRACT "D"	TREE TRACT	3.32 AC.

SANITARY SEWER

CITY OF TUMWATER

WATER

CITY OF TUMWATER

ELECTRICITY

PUGET SOUND ENERGY

COMMUNICATIONS

COMCAST

GAS

PUGET SOUND ENERGY

REFUSE COLLECTION

LOMAY, INC.

SCHOOL DISTRICT

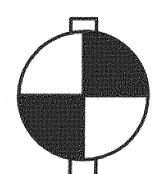
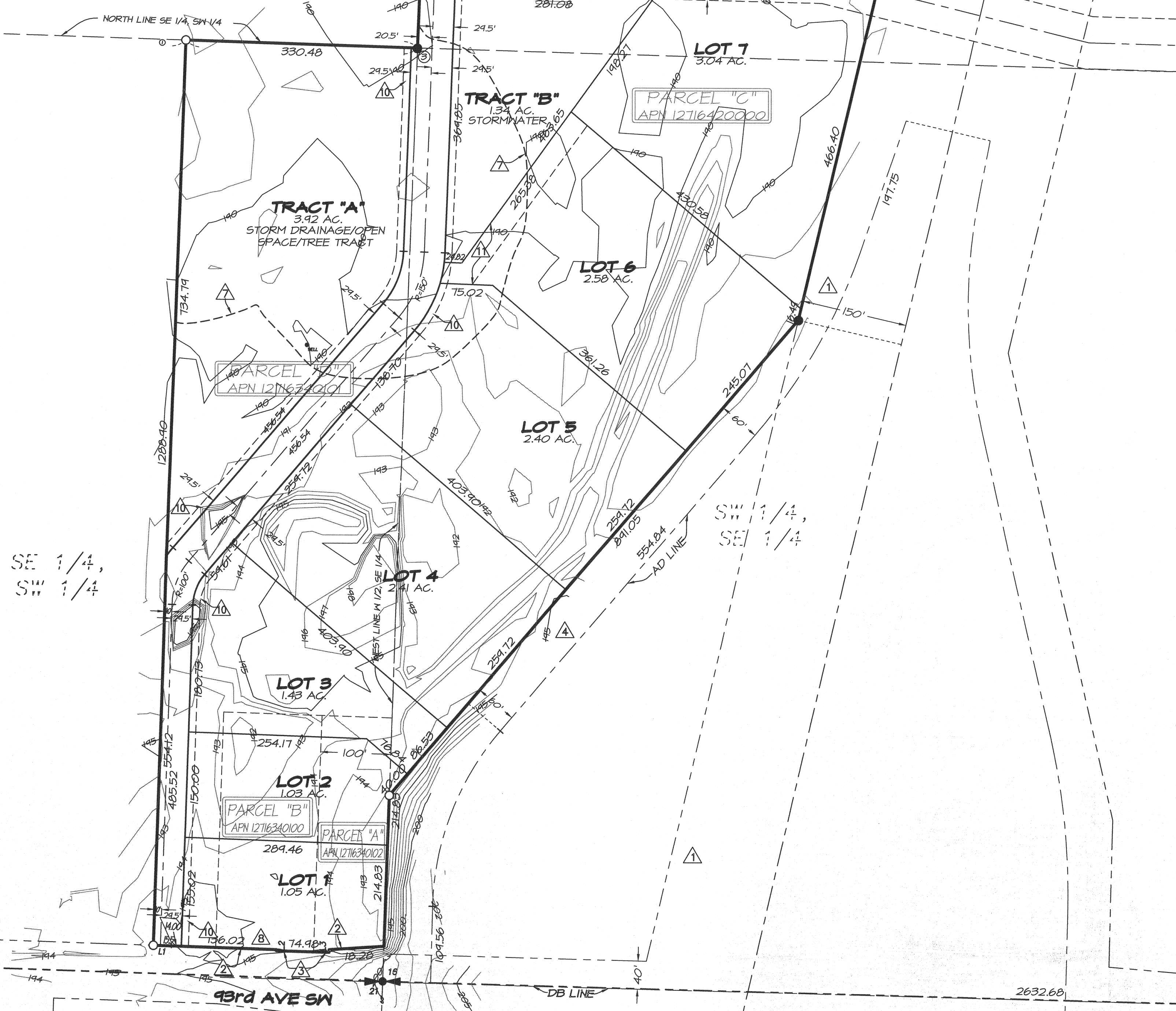
TUMWATER

MINIMUM SETBACKS

(PER THURSTON COUNTY CODE CHAPTER 18.24)

FRONT 20 FEET
SIDE 10 FEET
REAR 10 FEET

NO.	BEARING	DISTANCE
L1	S 88°11'47" E	25.50
L2	S 01°45'28" W	1.60
L3	N 01°45'28" E	3.81



VERTICAL DATUM
NGVD 29

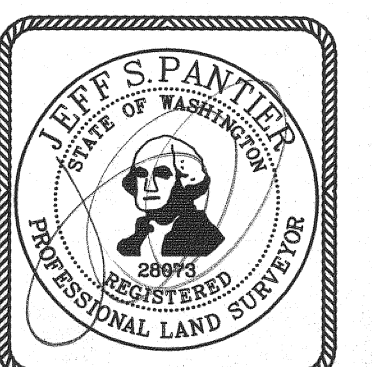
THURSTON COUNTY CONTROL PT NO. 573A
THURSTON COUNTY SURFACE MONUMENT
WITH 3" BRASS DISK
43RD SW @ I-5 SOUTHBOUND EXIT RAMP
INTERSECTION
ELEVATION=300.17

SCALE: 1"=100 FEET
0 50 100 200

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
OLYMPIA, WA 98506

TEL: 360.943.1599 FAX: 360.357.6299

huttonpantier.com 13-051



**BEFORE THE HEARING EXAMINER
FOR THE CITY OF TUMWATER**

In the Matter of the Application of)	No. TUM-20-0220
)	
Jeff Pantier, Hatton Godot Pantier,)	I-5 Commerce Place Preliminary Plat
on behalf of John Kaufman,)	
Kaufman Real Estate, LLC)	
)	FINDINGS, CONCLUSIONS,
<u>For Approval of a Preliminary Plat</u>)	AND DECISION

SUMMARY OF DECISION

The request for a preliminary plat to subdivide four parcels totaling 40.26 acres into 12 commercial/industrial lots, two stormwater tracts, and one tree tract within the 2700 block of 93rd Avenue SW is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on September 30, 2020, using remote technology in light of the COVID-19 pandemic.

Testimony:

The following individuals provided testimony under oath at the open record hearing:

Chris Carlson, City Permit Manager
Steve Hatton, Project Engineer
John Kaufman, Applicant

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated September 21, 2020
2. Preliminary Plat Application, received February 6, 2020
3. Site Aerial Photo Map, dated September 21, 2020
4. Comprehensive Plan Map, dated September 18, 2020
5. Zoning Map, dated September 18, 2020
6. Preliminary Plat Map, dated March 16, 2020
7. Plan Set:
 - a. Preliminary Site Plan (Sheet 1 of 6), revised March 13, 2020
 - b. Preliminary Erosion Control Plan (Sheet 2 of 6), revised March 13, 2020
 - c. Preliminary Grading and Drainage Plan (Sheet 3 of 6), revised March 13, 2020

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- d. Preliminary Pond Sections (Sheet 4 of 6), revised March 13, 2020
- e. Preliminary Water-Sewer-Street Lights (Sheet 5 of 6), revised March 13, 2020
- f. Preliminary Landscape (Sheet 6 of 6), dated January 2020
- 8. Certification of Public Notice, dated September 21, 2020
- 9. SEPA Environmental Checklist, dated March 13, 2020
- 10. Mitigated Determination of Nonsignificance (MDNS), dated August 6, 2020
- 11. Notice of Application, posted June 22, 2020
- 12. Habitat Conservation Plan, Krippner Consulting, LLC, dated January 2016
- 13. Offsite Wetland Rating and Buffer Update, Krippner Consulting, LLC, dated January 31, 2020
- 14. Tree Plan, Professional Forestry Services, Inc., dated March 18, 2020
- 15. Drainage Report, Helena Gubbels, dated June 1, 2020
- 16. Transportation Concurrency Application, received February 6, 2020, with Traffic Impact Analysis, Heath & Associates, Inc., dated January 2020
- 17. Transportation Concurrency Memorandum, dated July 17, 2020
- 18. Water and Sewer Availability Letter, dated September 15, 2020
- 19. Thurston County High Groundwater Hazard Designation Map, dated September 16, 2020
- 20. Comment Letter from Washington State Department of Ecology, dated July 7, 2020
- 21. Email comments from Shaun Dinubilo, Squaxin Island Tribe, dated June 22, 2020

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

FINDINGS

Application and Notice

1. Jeff Pantier, Hatton Godat Pantier, on behalf of John Kaufman, Kaufman Real Estate, LLC (Applicant), requests approval of a preliminary plat to subdivide four parcels totaling 40.26 acres into 12 commercial/industrial lots, two stormwater tracts, and one tree tract. Associated improvements would include mass grading for a new public roadway, frontage improvements along 93rd Avenue SW, utility extensions, stormwater management systems, and street lighting. The property is located within the 2700 block of 93rd Avenue SW.¹ *Exhibit 1, Staff Report, page 1; Exhibit 2; Exhibit 3; Exhibit 6; Exhibit 7.*
2. The City of Tumwater (City) determined that the application was complete on March 27, 2020. On June 22, 2020, the City posted notice of the application on the property and mailed notice to property owners within 300 feet of the subject property and to reviewing government departments and agencies. The next day, the City published notice of the application in *The Olympian*. On September 18, 2020, the City mailed notice of the open

¹ The property is identified by Tax Assessor Parcel Nos. 12716420000, 12716340100, 12716340102, and 12716340101. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the preliminary plat materials. *Exhibit 6.*

record hearing associated with the application to property owners within 300 feet of the subject property, posted notice on-site, and published notice in *The Olympian*. *Exhibit 1, Staff Report, pages 1, 2, and 7; Exhibit 8; Exhibit 11.*

3. The City received two comments from reviewing agencies in response to its notice materials. The Washington State Department of Ecology (DOE) noted that all grading and filling of land must utilize only clean fill and that any unused wells must be properly abandoned. DOE also provided general comments about the required testing and notification procedures for any potential toxic contamination suspected, discovered, or occurring on-site and about the potential need for a Construction Stormwater General Permit. The Squaxin Island Tribe commented that the project area has a high potential for containing cultural resources and requested that a cultural resources survey and report be completed for the project. In response to the Squaxin Island Tribe's comment, the City recommends a condition outlining steps that would be required if cultural resources are discovered during construction. *Exhibit 1, Staff Report, page 12; Exhibit 20; Exhibit 21.*

State Environmental Policy Act

4. The City Community Development Department (CDD) acted as lead agency and analyzed the environmental impacts of the proposal under the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). CDD reviewed the Applicant's environmental checklist, and other information on file, and determined that, with a condition requiring the construction of a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive, the proposal would not have a probable significant adverse impact on the environment. Accordingly, CDD issued a Mitigated Determination of Nonsignificance (MDNS) on August 6, 2020, with a comment deadline of August 20, 2020, and an appeal deadline of August 26, 2020. The same day, August 6, 2020, the City posted notice of the MDNS on-site and mailed notice to property owners within 300 feet of the subject property and to affected agencies. The City then published notice of the MDNS the next day. The City did not receive any comments on the MDNS, and the MDNS was not appealed. *Exhibit 1, Staff Report, page 7; Exhibits 8 through 10.*

Comprehensive Plan and Zoning

5. The property is within the Southwest Tumwater Neighborhood and is designated "Light Industrial" under the City Comprehensive Plan. The purpose of the Light Industrial designation is to "provide lands for industrial development that will allow for attraction of new industries and expansion of existing ones while maintaining high quality environment." *City Comprehensive Plan, Land Use Element, page 44.* The Light Industrial designation provides for the location of a broad array of activities that include manufacturing, wholesale trade, and distribution. The designation encourages grouping of industrial uses to provide coordinated development and sharing of facilities and

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services. In addition, Light Industrial areas should have controls to establish compatibility with surrounding non-industrial development; should protect from nuisances such as noise, dust, odor, vibration, and air and water pollution; and should be located in a manner providing access to transportation routes and where public services are presently available or could be easily provided during development. *City Comprehensive Plan, Land Use Element, page 44.* City staff reviewed the proposal and determined that it would be consistent with the land use element of the City Comprehensive Plan and with the goals and policies of the City Economic Development Plan. Additionally, City staff determined that the proposal would not conflict with the City Strategic Plan, the City Parks and Recreation Plan, the Thurston Regional Trail Plan, or the Sustainable Development Plan for the Thurston Region. *Exhibit 1, Staff Report, pages 2 through 7; Exhibit 4.*

6. The property is located in the Light Industrial (LI) zoning district. The LI zone is intended to:

establish and preserve areas for industrial and other uses of such a nature that they do not create serious problems of compatibility with other kinds of land uses; to make provisions for certain kinds of commercial uses which are most appropriately located as neighbors of industrial uses, or which are necessary to service immediate needs of people in these areas; to ensure that retail commercial areas are encouraged within one quarter mile of the 93rd Avenue/Interstate 5 intersection; to provide pedestrian and transit orientation in these commercial areas to provide an alternative to driving a private automobile; and to encourage the preservation and provision of open space in industrial areas to ensure a desirable quality of life.

Development of the individual lots would be limited to uses permitted outright in the LI zone under Tumwater Municipal Code (TMC) 18.24.020 or uses allowed in the LI zone with a conditional use permit under TMC 18.24.040, subject to the restrictions for property within the aquifer protection overlay, as discussed below. Development of the lots would be required to comply with density regulations for the LI zone under TMC 18.24.050. *Exhibit 1, Staff Report, page 8; Exhibit 5.*

7. The property is located within an aquifer protection (AQP) overlay zone. The intent of the AQP overlay “is to identify, classify, and protect vulnerable and/or critical aquifer recharge areas within the city and urban growth area. Protection is to be accomplished by controlling the use and handling of hazardous substances and uses of land that pose a threat to groundwater.” *TMC 18.39.010.* The AQP overlay imposes additional development restrictions to protect public health and safety, which are designed to preserve the existing and future groundwater supply. *TMC 18.39.010.* Future development of the lots would be subject to the AQP overlay restricted-use provisions of TMC 18.39.040. *Exhibit 1, Staff Report, page 8.*

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8. The property is bordered to the east by the Interstate 5 (I-5) interchange at 93rd Avenue SW. Surrounding properties to the south and west are zoned LI and are developed with privately-owned soccer fields and various commercial and industrial facilities. Property to the north consists of undeveloped forested areas. *Exhibit 1, Staff Report, pages 1, 2, and 9; Exhibit 3; Exhibit 5; Testimony of Chris Carlson.*

Critical Areas

9. An off-site Category III wetland with a six-point habitat score is located to the northeast of the property, requiring a 150-foot buffer from high-intensity land uses under TMC 16.28.170. The Applicant's site plans show that the required 150-foot buffer would be contained within a proposed tree tract (Tract C) at the northeast corner of the site. The property is within the habitat range of the Mazama pocket gopher, which is listed as a protected species on both Washington State and Federal threatened and endangered species lists. Krippner Consulting, LLC, submitted a Habitat Conservation Plan (HCP) on behalf of the Applicant, dated January 2016, which determined that no Mazama pocket gophers are known to occupy the site and that preexisting site conditions limit the potential for Mazama pocket gopher habitat. The HCP noted, however, that Mazama pocket gophers are known to occupy adjacent properties and that there is some potential for Mazama pocket gophers to occupy the site in the future. The United States Fish and Wildlife Service approved the Applicant's HCP, allowing for the incidental take of Mazama pocket gophers on the property. An existing critical areas notice was recorded against a portion of the property that was identified as a High Ground Water Hazard Area under the Thurston County critical areas ordinance, prior to annexation of the property by the City. The City does not regulate high ground water hazard areas through its critical areas ordinance, and it supports relinquishing the critical areas notice from the property title. City staff determined that the project is consistent with the applicable environmental protection ordinances. *Exhibit 1, Staff Report, pages 9 and 10; Exhibit 6; Exhibit 7; Exhibit 12; Exhibit 13; Exhibit 19.*

Trees

10. When land clearing is performed in conjunction with a specific development proposal, not less than 20 percent of the trees, or not less than 12 trees per acre (whichever is greater), must be retained. *TMC 16.08.070.R.* Professional Forestry Services, Inc., prepared a tree report and plan on behalf of the Applicant, dated March 18, 2020. The report determined that the Applicant would be required to retain 484 trees in conjunction with development of the 40.26-acre site. The report noted that the Applicant would retain 101 trees on-site in the proposed tree preserve Tract C. Under TMC 16 .08.070.R.3, the Applicant would be required to plant at least three trees for each of the remaining 383 trees not retained, for a total of 1,149 replacement trees. The Applicant proposes to plant the 1,149 replacement trees on-site. *Exhibit 1, Staff Report, pages 8 and 9; Exhibit 6; Exhibit 14.*

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Stormwater

11. Helena Gubbels submitted a drainage report on behalf the Applicant, dated June 1, 2020. The report determined that future development of the lots within the plat would result in 337,700 square feet of parking and loading area, 144,700 square feet of roof area, 77,000 square feet of new public road, and 17,850 square feet of sidewalks. The report designated two basins within the plat, with the South Basin consisting of proposed Lots 1 through 8, the proposed new public right-of-way, and proposed stormwater Tracts A and B, and the North Basin consisting of proposed Lots 9 through 12 and the proposed tree preserve Tract C. Stormwater runoff in the South Basin would be collected via catch basins and conveyed to pre-settling basins and then to the infiltration pond in proposed Tract A. The infiltration pond in proposed Tract A would connect to the pond in Tract B via a culvert beneath the proposed road to provide additional storage. Runoff in the North Basin would sheet flow shallowly over pasture and infiltrate through an amended soil layer. Runoff generated by future development in the North Basin would be addressed individually on a per-lot basis. The Applicant would design stormwater facilities to fully infiltrate all stormwater runoff on-site and be in conformance with the City's 2018 Drainage Design and Erosion Control Manual. *Exhibit 1, Staff Report, page 11; Exhibit 7; Exhibit 15.*

Utilities and Services

12. The Applicant would extend City water and sewer utilities and private utilities (i.e., power, gas, cable, and telephone) to serve the project site. The City issued a Certificate of Water and Sewer Availability for the site on September 15, 2020. *Exhibit 1, Staff Report, page 2; Exhibit 18.*

Access, Parking, and Traffic

13. Access to the proposed lots would be provided by a new public roadway connecting to 93rd Avenue SW. As noted above, a condition of the MDNS requires the Applicant to construct a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive. Heath and Associates, Inc., submitted a Traffic Impact Analysis (TIA) on behalf of the Applicant, dated January 2020, which determined that affected intersections would continue to operate at acceptable levels of service (LOS) with the proposed development, provided that certain intersection improvements are made, including construction of the subject roundabout and construction of a traffic signal at the intersection of 93rd Avenue SW and the I-5 northbound ramp. The City Transportation Manager reviewed the TIA and determined that, with conditions requiring construction of the identified intersection improvements and the payment of traffic impact fees, the project would meet City traffic concurrency requirements. Parking areas would be provided with the development of individual lots. City staff reviewed the proposal and determined that, with conditions, it would be consistent with the goals and policies of the City Transportation Plan. Specifically, City staff identified the following goals and policies of the City Transportation Plan as relevant to the proposal:

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- Establish a street and road network that provides for the safe and efficient movement of people and goods while supporting adopted land use goals. [Goal 9]
- Design and construct multimodal, context-sensitive, complete streets and roads. [Policy 9.a]
- Develop an interconnected grid of local streets and roads to increase individual travel options and neighborhood connectivity, while improving efficient use of the overall transportation system. [Policy 9.d]
- Ensure that street, road, and bridge projects are integrated with pedestrian amenities in districts and neighborhoods and add lasting value to the community. [Policy 9.g]
- Meet PM peak Level of Service standards. [Policy 9.j.]

Exhibit 1, Staff Report, pages 5 and 6; Exhibit 6; Exhibit 7; Exhibit 9; Exhibit 16; Exhibit 17.

Public Health and Safety

14. City staff reviewed the proposal and determined that adequate provisions would be made for public health, safety, and general welfare, noting:
- The Applicant proposes 9.99 acres of open space for the commercial/industrial subdivision, which is approximately two and a half times the minimum required by code. The open space areas would contain both passive and active recreation elements as required by TMC 17.12.210.
 - The Applicant proposes to construct and dedicate to the City new public streets that would comply with the City's current development guidelines. The Applicant also proposes public right-of-way and street improvements, including street widening, sidewalks, bike lanes, and street illumination on 93rd Avenue SW along the entire abutting frontage of the property.
 - A storm drainage system complying with the City's 2018 Drainage Design and Erosion Control Manual would be constructed for the site. The Applicant submitted a preliminary storm drainage report that included a geotechnical investigation to support the preliminary design.
 - Sanitary sewer and water would be extended into the property to serve the proposed subdivision. The City Public Works Department issued a water availability ruling indicating that the City has the ability to serve the subdivision with potable water.
 - Intercity Transit does not currently have a route that serves the site.
 - The site is not currently being considered by the Tumwater School District for their future needs.
 - Current Tumwater Fire Department facilities are adequate to service the proposed project.
 - The safe walking conditions required in RCW 58.17.110 are not applicable to the proposed commercial/industrial subdivision. The Tumwater School District, however, has a policy for children walking to school. The District currently

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offers bus services to children attending the schools for children residing in the immediate vicinity of the project site.

Exhibit 1, Staff Report, pages 11 and 12.

Testimony

15. City Permit Manager Chris Carlson testified that City staff reviewed the proposal for consistency with the City Comprehensive Plan, City Strategic Plan, City Economic Development Plan, City Parks and Recreation Plan, City Transportation Plan, Thurston Regional Trail Plan, and the Thurston County Region Sustainable Development Plan for the Thurston Region, as well as for compliance with zoning requirements, critical areas ordinances, and the criteria for a preliminary plat. He described the project site and surrounding development. Mr. Carlson noted that the City Transportation Manager reviewed the Applicant's TIA and determined that, with two conditions, the proposal would meet transportation concurrency requirements. He stated that the proposed access point to the property from 93rd Avenue SW would be located close to the signalized I-5 interchange, causing difficulty with turning left into or out of the project site. Mr. Carlson explained that this difficulty would be addressed by the MDNS requirement that the Applicant construct a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive. He described how the City provided notice of the application and associated public hearing consistent with code requirements. Mr. Carlson noted that there are currently no specific development plans for the individual lots and that future uses would be subject to the restrictions for property within the aquifer protection overlay. Mr. Carlson stated that the Applicant submitted a habitat conservation plan that was approved by the United States Fish and Wildlife Service for the incidental take of protected wildlife on the property, including the Mazama pocket gopher. He noted that the City annexed the property from Thurston County in June 2015 and explained that the County's high groundwater hazard designations were no longer applicable to the property under City code. Mr. Carlson stated that the area of the city in which the project site is located has high groundwater issues and that the Applicant's storm drainage systems would be required to comply with the 2018 drainage design and erosion control manual, as well as with the Salmon Creek Drainage Basin standards. He explained that the buffer for the off-site wetland would be within the proposed tree tract at the northeast of the property. Mr. Carlson stated that the Applicant would plant all required replacement trees on-site. *Testimony of Mr. Carlson*
16. Project Engineer Steve Hatton testified about the proposed system for managing stormwater on-site, noting that all stormwater would be infiltrated on-site. Mr. Hatton stated that the Applicant is aware of aquifer protection overlay restrictions as well as the specific requirements associated with the Salmon Creek Drainage Basin. *Testimony of Mr. Hatton.*

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17. Applicant John Kaufman testified about the Habitat Management Plan allowing for the incidental take of the Mazama pocket gopher. He explained that the proposed tree tract and buffer for the off-site wetland would be protected with signage. Mr. Kaufman agreed that further review by the City of protection measures for the wetland buffer area could occur at the site development permit stage for the development of lots 10 and 12.
Testimony of Mr. Kaufman.

Staff Recommendation

18. Mr. Carlson testified that City staff recommends approval of the preliminary plat with several conditions. Mr. Hatton testified that the Applicant concurs with the City's recommendations. *Exhibit 1, Staff Report, pages 12 through 17; Testimony of Mr. Carlson; Testimony of Mr. Hatton.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has authority to hear and decide applications for preliminary plats. The Hearing Examiner may grant, deny, or grant with such conditions, limitations, modifications, and restrictions as the Hearing Examiner finds necessary to make the application compatible with applicable laws and regulations, including but not limited to compatibility with the environment, the Comprehensive Plan, other official policies and objectives, and land use regulatory enactments. *TMC 2.58.090.A; TMC 2.58.130.A.2.*

Criteria for Review

The Hearing Examiner shall inquire into the public use and interest proposed to be served by the establishment of the proposed land division. *TMC 17.14.040.A.* Under TMC 17.14.040.A, the Hearing Examiner shall determine:

if appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, other grounds, transit stops, potable water supplies, sanitary wastes, parks and recreation playgrounds, schools and school grounds, fire protection and other public facilities, and shall consider all other relevant facts, including the physical characteristics of the site, and determine whether the public interest will be served by the land division. Further, consideration shall be given for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

If the Hearing Examiner finds that the proposed division of land makes appropriate provisions, and makes written findings to that effect, then it shall be approved. If the Hearing Examiner finds that the proposed land division does not make such appropriate provisions or that the public use and interest will not be served, then the Hearing Examiner shall disapprove the proposed division of land. *TMC 17.14.040.A.*

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Dedication of land, provision of public improvements to serve the land division, and/or payment of impact fees allowed by state law, to any public body, may be required as a condition of land division approval. The Hearing Examiner shall not, as a condition of approval, require an Applicant to obtain a release from damages from other property owners. The Hearing Examiner shall consider the physical characteristics of a proposed land division site, and may disapprove a proposed division because of flood, inundation, or wetland conditions. Construction of protective improvements may be required as a condition of approval. *TMC 17.14.040.B, .040.C, and .040.D.*

The subdivision provisions of the Tumwater Municipal Code are substantially similar to RCW 58.17.110(2), which provides:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication.

The criteria for review adopted by the Tumwater City Council are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with City development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusions Based on Findings

1. **With conditions, the preliminary subdivision would make appropriate provisions for the public health, safety, and general welfare and for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, and schools and school grounds.** The property is designated Light Industrial under the City Comprehensive Plan, which provides for the location of a broad array of manufacturing, wholesale trade, and distribution activities. City staff reviewed the Applicant's proposal and determined that it would be consistent with the City Comprehensive Plan. The Hearing Examiner concurs with City staff's determination. The property is zoned Light Industrial (LI),

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which provides for a broad range of permitted commercial and industrial uses. The property is located within the aquifer protection (AQP) overlay, which imposes certain development restrictions designed to protect the groundwater supply. There are currently no specific plans for development of the individual lots within the proposed plat. Future development of the lots would be limited to uses permitted outright in the LI zone or uses allowed in the LI zone with a conditional use permit, subject to AQP overlay restrictions.

The Applicant's site plans show that the required 150-foot buffer from the Category III wetland located off-site to the northeast of the property would be contained within the proposed tree preserve Tract C. The Applicant would provide signage to protect the buffer, and the City would review whether additional protection measures, such as fencing, would be appropriate with the development of lots 10 and 12, which are located adjacent to the tree preserve Tract C. The Applicant submitted a Habitat Conservation Plan that was approved by the United States Fish and Wildlife Service, allowing for the incidental take of the protected Mazama pocket gopher on the property. The Applicant's tree report and plan demonstrates that the proposal would comply with tree retention and replacement requirements. The Applicant would design stormwater facilities to fully infiltrate all stormwater runoff on-site and to be in conformance with the City 2018 Drainage Design and Erosion Control Manual. The City issued a Certificate of Water and Sewer Availability for the site, and the Applicant would extend City and private utilities necessary to serve the property. Access to the property would be provided by a new public roadway connecting 93rd Avenue SW. The City Transportation Manager reviewed the Applicant's Traffic Impact Analysis and determined that, with conditions requiring construction of a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive; construction of a traffic signal at the intersection of 93rd Avenue SW and the Interstate 5 northbound ramp; and the payment of traffic impact fees, the project would meet City concurrency requirements. City staff determined that the fire department facilities are adequate to service the property. City staff also determined that the safe walking conditions of RCW 58.17.110 are not applicable to the commercial/industrial project but noted that the Tumwater School District currently offers bus services for children residing in the immediate vicinity of the property. Conditions, as detailed below, are necessary to ensure that the proposal would comply with all local, state, and federal requirements related to development of a preliminary plat and to ensure that the proposal meets all criteria for plat approval. *Findings 1, 3, 5 – 18.*

2. **With conditions, the proposed subdivision would be consistent with development regulations, considering land use type, development level, infrastructure, and development characteristics, such as development standards, as required by Chapter 58.17 RCW and Title 17 TMC.** The City provided reasonable notice and opportunity to comment on the proposed preliminary plat. The City received two agency comments on the proposal. The Washington State Department of Ecology (DOE) provided general comments regarding the use of clean fill, abandonment of unused wells,

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testing and notification procedures related to the discovery of toxic contamination, and the requirement for a Construction Stormwater General Permit. The Squaxin Island Tribe commented that the property has a high potential for containing cultural resources and requested a cultural resources survey and report for the project. Conditions are necessary to ensure that the Applicant obtains a Construction Storm Water General Permit from DOE; that the Applicant utilize only clean fill material; that the Applicant suspend construction and notify DOE if any contaminated soils are encountered during construction and that any unused water wells on the site are abandoned in accordance with DOE requirements; and that the Applicant suspend construction activity and notify the City, the Washington State Department of Archaeology, and affected tribal nations if archeological artifacts are encountered during construction. Environmental impacts of the proposal were considered, as required by SEPA, and the City Community Development Department issued an MDNS for the proposal. The MDNS requires the Applicant to construct a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive. The MDNS was not appealed. The preliminary plat would provide for commercial and industrial development opportunities consistent with applicable development regulations. City staff determined that, with conditions, the proposal would be consistent with all applicable City, county, and state requirements, including the applicable Comprehensive Plan, municipal code, and development standards. The public interest would be served by the platting of the subdivision. As noted above in Conclusion 1 and as detailed below, conditions are necessary to ensure that the proposal meets all criteria required for plat approval. *Findings 1 – 18.*

DECISION

Based on the preceding findings and conclusions, the request for a preliminary plat to subdivide four parcels totaling 40.26 acres into 12 commercial/industrial lots, three storm water tracts, and one tree tract within the 2700 block of 93rd Avenue SW is **APPROVED**, with the following conditions:²

1. Storm water from impervious surfaces associated with the project shall be managed in accordance with the City of Tumwater 2018 Storm Drainage Manual and the Salmon Creek Drainage Basin Standards.
2. Erosion and sediment control measures that comply with the City of Tumwater 2018 Storm Drainage Manual shall be implemented during construction of the project to prevent sediment laden runoff from entering surface waters.

² Conditions include legal requirements applicable to all developments as well as requirements designed to mitigate the specific impacts of this development.

3. A Site Development/Grading Permit shall be obtained from the City for grading, street, sidewalk and utility construction, tree removal and construction of storm drainage facilities.
4. Should contaminated soils be encountered during construction, all of the following shall apply:
 - A. Construction activity shall be immediately suspended;
 - B. The contractor shall immediately notify the Washington State Department of Ecology;
 - C. Contaminated materials shall be properly handled, characterized, and disposed of consistent with applicable regulations.
5. Should archeological artifacts be encountered during construction, all of the following shall apply:
 - A. Construction activity shall be immediately suspended;
 - B. The contractor shall immediately notify the City of Tumwater Community Development Department;
 - C. The contractor shall immediately notify the Washington State Department of Archaeology and Historic Preservation; and
 - D. The contractor shall immediately notify potentially affected tribal nations including, but not limited, to the Squaxin Island Tribe, Chehalis Tribe, and Nisqually Tribe.
6. Fill for the project shall be clean material, void of solid waste or organic debris.
7. Disposal of construction debris and overburden associated with construction and grading activity that is not suitable for fill is required to be disposed of at an approved location.
8. The Applicant shall secure a National Pollutant Discharge Elimination System (NPDES) Construction Storm Water General Permit from the Washington State Department of Ecology.
9. The proposed public streets within the subdivision shall comply with the Tumwater Development Guide design requirements in place at the time the preliminary plat application was vested. The public streets shall be dedicated to the City of Tumwater.
10. The north/south access road into the project shall be aligned in the manner shown on the preliminary plat map for future extension to abutting properties to the west.
11. Street frontage improvements including curb and gutter, sidewalk, landscape strip, bike lane, street illumination, and storm drainage facilities complying with the design requirements of the Tumwater Development Guide shall be constructed along the

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property frontage on 93rd Avenue SW. Additional right-of-way shall be dedicated to contain the improvements.

12. The City's water and sewer utilities shall be extended to serve the needs of the subdivision. The utility extensions shall be in accordance with the Tumwater Development Guide requirements in place at the time the preliminary plat application was vested. All necessary right-of-way and/or easements will need to be dedicated.
13. The minimum fire flow requirement for the project shall be in accordance with the International Fire Code Appendix B, Section B105. The system shall also be designed for a maximum velocity of 8 feet per second.
14. A separate permit and engineered design is required for all retaining walls on-site if the height of the wall is over 4 feet measured from the bottom of the footing or if the wall is supporting a surcharge.
15. A final geotechnical engineering report shall be submitted for the grading and site work. The report shall include conclusions and recommendations for grading procedures, soil design criteria for structures or embankments required to accomplish the proposed grading and recommendations and conclusions regarding the site geology.

All grading and filling work shall be conducted in accordance with the approved soils report. Compaction testing of the soils under the building foundations and utility trenches shall be verified by the geotechnical engineer of record and the WABO Registered special inspector.

16. Fire hydrants shall be provided at all intersections and in accordance with the International Fire Code Appendix C for spacing along the internal street.
17. All water wells on the site shall be abandoned in accordance with Washington State Department of Ecology requirements. Abandonment reports shall be submitted to the Department of Ecology Water Resource Program.
18. If contamination of the site is suspected or discovered, testing of the contaminated media must be conducted. If contamination is apparent or revealed by testing, the Department of Ecology Toxic Cleanup program shall be notified.
19. If applicable, all septic systems on the property shall be abandoned in accordance with Thurston County Environmental Health requirements. A permit shall be obtained for each separate system that will be abandoned.

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20. The project proponent shall be responsible for providing the City with all costs associated with the installation of water, sewer, street, and storm drainage systems that are dedicated to the City of Tumwater.
21. All engineering designs and construction will need to be in accordance with the City of Tumwater's Development Guide and WSDOT standards.
22. All street construction, utility installation, and storm drainage work require engineered plans certified by a professional engineer licensed to practice in the State of Washington. The plans shall be submitted for review and approved by the City.
23. Any public or private utility relocation necessary to construct the project is the sole responsibility of the project proponent.
24. The Applicant is required to submit a performance surety and surety agreement prior to release of the Site Development/Grading Permit to ensure successful completion of the required public improvements. The amount of the surety shall be 150 percent of the Applicant's engineer's estimate of completing the required public improvements.
25. The Applicant shall be responsible for the maintenance and timely repair of all public improvements for a period of 30 months following final certification by the City and shall submit a surety and surety agreement for maintenance equal in value to fifteen (15) percent of the total value of the required public improvements certified by the Public Works Department.
26. Maintenance of the on-site storm water system will be the responsibility of the project proponent, their successors or assigns. A storm water maintenance agreement will be recorded against the property prior to or concurrent with final plat approval.
27. Sanitary sewer is required to be extended to serve the project.
28. A water main is required to be extended to serve the project.
29. Backflow prevention is required on all irrigation services in accordance with the AWWA Cross Connection Control Manual.
30. A landscape and irrigation plan must be submitted for the proposed street planter strips, proposed open space tracts, and the storm water facilities showing proposed plantings, tree types and heights, and other vegetation. Street trees are required to be installed along 93rd Avenue SW and the proposed interior public street in accordance with the Tumwater Development Guide and Comprehensive Street Tree Plan. This plan must be submitted and approved prior to final plat approval.

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31. The maximum coverage for impervious surface for each lot created shall be 85 percent of the total area of the lot.
32. Impact fees for transportation impacts for businesses locating in the subdivision will be collected as building permits are issued. The impact fees will be in accordance with the most current fee resolution adopted by the City at the time of vesting of the building permit applications.
33. An integrated pest management plan approved by Thurston County Environmental Health must be submitted to the City of Tumwater prior to final plat approval.
34. All legal descriptions on documents submitted to the City must be accompanied with an appropriate drawing that the City can use to verify the legal description.
35. The Professional Land Surveyor responsible for the surveying of the project must obtain a permit from Department of Natural Resources before any existing monuments are disturbed.
36. The Applicant must maintain a current Plat Name Reservation Certificate approved by the Thurston County Auditor.
37. Property taxes must be paid in full for the current year, including any advance and delinquent taxes, before a Final Plat can be recorded.
38. In order to comply with the City's Tree Protection and Replacement Standards, a minimum of 1,149 replacement trees must be planted on the site. The replacement trees must be planted in the proposed tree protection open spaces on the project site, tract D, shown on the Preliminary Plat Map. The size of the tree protection open space area(s) associated with the project is required to be a minimum of 5 percent of the buildable area of the site.
39. A Property Owner Association is required to be formed for the project. Prior to final plat approval, the project proponent shall supply the City with copies of the grantee organization's articles of incorporation and bylaws, and with evidence of a binding commitment to convey. The articles of incorporation shall provide that membership in the organization shall be appurtenant to ownership of land in the land division, that the corporation is empowered to assess such land for costs of construction and maintenance of the improvements and property owned by the corporation, and that such assessments shall be in lien upon the land.

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40. To comply with the City's Mitigated Determination of Nonsignificance and the Transportation Concurrency Ruling issued by the City's Transportation Manager, the Applicant shall be required to construct a modern roundabout able to accommodate semi-truck traffic at the intersection of 93rd Avenue SW and Lathrop Industrial Drive.
41. The Applicant shall be required to get the Critical Areas Buffer Notice Recorded under Thurston County Auditor's File Numbers 3796189 and 3795844 relinquished prior to recording the final plat document. The Auditor's file number for the relinquishment document shall be noted on the final plat document.
42. The City may, in its discretion, determine whether additional protective measures, such as fencing, for the wetland buffer within tree preserve Tract C would be appropriate with its review of site development permit applications associated with lots 10 and 12.

DECIDED this 14th day of October 2020.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF TUMWATER**

In the Matter of the Application of)	No. TUM-22-0044
)	
Chris Carlson, Hatton Godat Pantier, on)	I-5 Commerce Place Preliminary Plat
behalf of John Kaufman, Kaufman)	Alteration
Real Estate, LLC)	
)	
For Approval of a Preliminary Plat)	FINDINGS, CONCLUSIONS,
<u>Substantial Alteration</u>)	AND DECISION

SUMMARY OF DECISION

The request for a preliminary plat alteration to reduce the minimum number of replacement trees required to be planted on-site from 1,149 to 363, imposed as a condition of the previously approved preliminary plat (No. TUM-20-0220), which allowed for the subdivision of four parcels totaling 40.26 acres into 12 commercial/industrial lots, stormwater tracts, and one tree tract, within the 2700 block of 93rd Avenue SW, is **APPROVED**. Conditions are necessary to address specific impacts of the proposal.

SUMMARY OF RECORD

Hearing Date:

The Hearing Examiner held an open record hearing on the request on March 14, 2022, using remote access technology.

Testimony:

The following individuals provided testimony under oath at the open record hearing:

Tami Merriman, City Permit Manager
Chris Carlson, Applicant Representative

Exhibits:

The following exhibits were admitted into the record:

1. Staff Report, dated March 29, 2022
2. Preliminary Plat Application, dated December 20, 2021, with Project Narrative Summary
3. Site Aerial Photograph Map, dated March 22, 2022
4. Amended Preliminary Plat Map, dated December 20, 2021
5. Certification of Public Notice, dated March 29, 2022
6. Notice of Application, dated February 3, 2022, with Amended Preliminary Plat Map and Project Narrative Summary
7. Comment from Nisqually Indian Tribe, dated February 14, 2022

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8. Tree Plan, Professional Forestry Services, Inc., dated March 18, 2020
9. Revised Tree Plan, Professional Forestry Services, Inc., dated November 23, 2021
10. Revised Tree Tract Landscape Plan, revised November 22, 2021
11. Mitigated Determination of Nonsignificance, dated August 6, 2020
12. Staff Report (No. TUM-20-0220), dated September 21, 2020
13. Hearing Examiner's Findings, Conclusions, and Decision (No. TUM-20-0220), dated October 14, 2020
14. Approved Civil Plans (48 Sheets), approved June 18, 2021

The Hearing Examiner enters the following findings and conclusions based upon the admitted testimony and exhibits:

FINDINGS

Background

1. On October 14, 2020, the Hearing Examiner issued a decision approving the request for a preliminary plat to subdivide four parcels totaling 40.26 acres into 12 commercial/industrial lots, stormwater tracts, and a tree preservation tract, with associated improvements that would include mass grading for a new public roadway, frontage improvements along 93rd Avenue SW, utility extensions, stormwater management systems, and street lighting.¹ In approving the request, the Hearing Examiner concluded that, with conditions, the proposed preliminary plat would comply with all applicable City of Tumwater (City) development regulations and would satisfy all City and state criteria for subdivision approval, including criteria requiring that a preliminary subdivision make appropriate provisions for the public health, safety, and general welfare and for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, and schools and school grounds. *Tumwater Municipal Code (TMC) 17.14.040; Revised Code of Washington (RCW) 58.17.110(2). Exhibit 1, Staff Report, pages 1 and 2; Exhibit 13.*
2. The Hearing Examiner's previous decision included the following finding (Finding 10) related to the City's tree retention and replacement requirements:

When land clearing is performed in conjunction with a specific development proposal, not less than 20 percent of the trees, or not less than 12 trees per acre (whichever is greater), must be retained. *TMC 16.08.070.R.* Professional Forestry Services, Inc., prepared a tree report and plan on behalf of the Applicant, dated March 18, 2020. The report determined that the Applicant would be required to retain 484 trees in conjunction with development of the 40.26-acre site. The report noted

¹ The findings and conclusions set forth in the Hearing Examiner's October 14, 2020, decision are fully incorporated in this decision, as supplemented and/or revised by the findings and conclusions set forth herein. *Exhibit 13.*

that the Applicant would retain 101 trees on-site in the proposed tree preserve Tract C.^[2] Under TMC 16.08.070.R.3, the Applicant would be required to plant at least three trees for each of the remaining 383 trees not retained, for a total of 1,149 replacement trees. The Applicant proposes to plant the 1,149 replacement trees on-site.

Exhibit 1, Staff Report, page 2; Exhibit 8; Exhibit 13.

3. To ensure that the proposed preliminary plat would comply with the City's tree retention and replacement requirements described above, the Hearing Examiner's previous decision imposed the following condition (Condition 38):

In order to comply with the City's Tree Protection and Replacement Standards, a minimum of 1,149 replacement trees must be planted on the site. The replacement trees must be planted in the proposed tree protection open spaces on the project site, tract D, shown on the Preliminary Plat Map. The size of the tree protection open space area(s) associated with the project is required to be a minimum of 5 percent of the buildable area of the site.

Exhibit 1, Staff Report, pages 2 and 5; Exhibit 13.

4. After the Hearing Examiner issued the decision approving the requested preliminary plat, the project proponent determined that the proposed stormwater facilities would need to be relocated due to high groundwater conditions. The project proponent therefore requested to swap the proposed locations of the stormwater facilities and Lot 8, as well as to make minor changes to the individual lot sizes, which the City administratively approved on June 18, 2021. *Exhibit 1, Staff Report, page 2; Exhibit 14.*
5. On November 29, 2021, the project proponent contacted the City and stated that the March 18, 2020, tree report prepared by Professional Forestry Services, Inc., for the approved preliminary plat had incorrectly determined that the project would be required to plant 1,149 replacement trees on-site under the three-to-one replacement ratio requirement of TMC 16.08.070.R.3. As discussed in detail later in this decision, the project proponent now asserts that the project is required to plant only a minimum of 363 replacement trees on-site pursuant to TMC 16.08.070.R4, which provides: "In situations where a parcel of land to be developed does not meet the retention standards above in an undeveloped state, the applicant shall be required to reforest the site to meet the applicable standard outlined above at a 1:1 ratio as a condition of project approval." Site infrastructure associated with the previous preliminary plat approval is currently under construction and is nearly complete. *Exhibit 1, Staff Report, pages 2, 5, and 6; Exhibit 9; Exhibit 10.*

² The proposed tree tract was labeled as Tract C in the original tree report and plan but was later changed to Tract D. *Exhibit 8; Exhibit 9.*

Application and Notice

6. Chris Carlson, of Hatton Godat Pantier, on behalf of John Kaufman, of Kaufman Real Estate, LLC (Applicant), requests approval of a preliminary plat alteration to amend the tree retention and replacement analysis and condition imposed as part of the previous, October 14, 2020, Hearing Examiner's preliminary plat approval decision, as well as to reflect the updated lot configuration changes administratively approved by the City on June 18, 2021. The Applicant does not request any other changes to the previously approved preliminary plat. The property is located within the 2700 block of 93rd Avenue SW.³ *Exhibit 1, Staff Report, page 1; Exhibits 2 through 4; Exhibit 6; Exhibit 7.*
7. The City determined that the application was complete on January 31, 2022. On February 3, 2022, the City provided notice of the application by mailing notice to property owners within 300 feet of the subject property and to reviewing agencies, posting notice at the subject property and on the City website, and publishing notice in *The Olympian*. Notice materials provided that comments on the proposal should be submitted by February 18, 2022. On April 1, 2022, the City provided notice of the open record hearing associated with the application by mailing notice to property owners within 300 feet of the subject property, posting notice at the subject property and on the City website, and publishing notice in *The Olympian*. *Exhibit 1, Staff Report, pages 2 and 3; Exhibit 5; Exhibit 6.*
8. The City did not receive any comments on the proposal from members of the public. The Nisqually Indian Tribe submitted a comment noting that it has no specific concerns about the proposal. *Exhibit 1, Staff Report, page 3; Exhibit 7.*

State Environmental Policy Act

9. As noted in the Hearing Examiner's previous decision, the City Community Development Department (CDD) acted as lead agency and analyzed the environmental impacts of the original preliminary plat proposal under the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW). CDD reviewed the Applicant's environmental checklist, and other information on file, and determined that, with a condition requiring the construction of a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive, the proposal would not have a probable significant adverse impact on the environment. Accordingly, CDD issued a Mitigated Determination of Nonsignificance (MDNS) on August 6, 2020, which was not appealed. City staff reviewed the current request to amend the previously approved preliminary plat and determined that additional environmental review would not be required and that the findings, conclusions, and mitigation requirement of the August 6, 2020, MDNS remain the same. *Exhibit 1, Staff Report, pages 3 and 6; Exhibit 11; Exhibit 13.*

³ The property is identified by Tax Assessor Parcel Nos. 12716420000, 12716340100, 12716340102, and 12716340101. *Exhibit 1, Staff Report, page 1.* A legal description of the property is included with the amended preliminary plat map. *Exhibit 4.*

Comprehensive Plan and Zoning

10. The property is designated “Light Industrial” under the City Comprehensive Plan and is zoned Light Industrial (LI). The Hearing Examiner’s previous decision included findings and analysis related to the original proposal’s consistency with the Comprehensive Plan and compliance with applicable provisions of the City’s zoning code. Apart from the request to amend the analysis and condition related to the City’s tree retention and replacement requirements, the Applicant does not request any substantial changes to the previously approved preliminary plat that would require the Hearing Examiner to revisit the previous decision’s findings. Accordingly, those findings are fully incorporated herein, as supplemented and/or revised by additional findings addressing the City’s tree retention and replacement requirements. *Exhibit 13.*

Tree Retention and Replacement

11. When land clearing is performed in conjunction with a specific development proposal, not less than 20 percent of the trees, or not less than 12 trees per acre (whichever is greater), must be retained. *TMC 16.08.070.R.* As noted above, Professional Forestry Services, Inc., prepared a tree report and plan for the original proposal, dated March 18, 2020, which determined that the Applicant would be required to retain 484 trees in conjunction with development of the 40.26-acre site. The report noted that the Applicant would retain 101 trees on-site within a proposed tree tract and determined that, under *TMC 16.08.070.R.3*, the Applicant would be required to plant a minimum of three trees for each of the remaining 383 trees not retained, for a total of 1,149 replacement trees.

The March 18, 2020, tree report and plan did not, however, include an analysis of the total number of existing trees on the project site in its undeveloped condition. Professional Forestry Services, Inc., prepared a revised tree report and plan, dated November 23, 2021, which determined that the property contained approximately 351 trees in its undeveloped condition and noted that the Applicant now proposes to retain 121 trees within the proposed tree tract.⁴ Because the total number of trees on the property in its undeveloped condition is less than the 484 trees required to be retained, the revised report determined that the Applicant would be required to replant only 363 replacement trees on-site under *TMC 16.08.070.R.4*, which provides, “In situations where a parcel of land to be developed does not meet the retention standards above in an undeveloped state, the applicant shall be required to reforest the site to meet the

⁴ Of the 121 trees proposed for retention, only 90 have a sufficient diameter size to meet the standard for a retention tree under *TCC 16.08.070.R.1.a*, but the remaining 31 trees have a sufficient diameter size to meet the standard for a replacement tree under *TCC 16.08.070.R.3.a*. City Permit Manager Tami Merriman testified at the hearing that the Applicant and City staff agree that it would not make sense to disturb and require new tree replacement plantings within the proposed tree tract when the existing 31 trees within the proposed tract would meet the replacement tree standard and, therefore, it is appropriate for these 31 trees to count toward the tree retention/replacement requirement. *Exhibit 9; Testimony of Ms. Merriman.*

applicable standard outlined above at a 1:1 ratio as a condition of project approval.” The Applicant proposes to plant a minimum of 363 replacement trees on-site in accord with this requirement. *Exhibit 1, Staff Report, pages 2 through 6; Exhibits 8 through 10; Exhibit 13.*

Testimony

12. City Permit Manager Tami Merriman testified generally about the proposal and how it would meet the criteria for preliminary plat approval. She stated that the Applicant requests preliminary plat approval to amend a condition of the previously approved preliminary plat related to the minimum number of replacement trees that would be required to be planted on-site. Ms. Merriman noted that, after the original preliminary plat proposal was approved, the Applicant determined that the number of existing trees on the project site in its undeveloped condition was less than the number of trees required to be retained on the property under the City code, which triggered a code provision requiring tree retention and replacement at only a one-to-one ratio rather than at a three-to-one ratio. She explained that the Applicant’s request to amend the approved preliminary plat to reflect the correct tree retention and replacement ratio constitutes a substantial alteration requiring resubmission of the preliminary plat request and Hearing Examiner approval. Ms. Merriman stressed, however, that the only substantial change to the previously approved preliminary plat relates to this tree retention and replacement requirement and, therefore, the Hearing Examiner may rely on, and need not revisit, the analysis and conditions of the previous decision as it relates to other aspects of the proposal. *Testimony of Ms. Merriman.*
13. Applicant Representative Chris Carlson testified that the Applicant agrees with City staff’s analysis of the proposal as detailed in the staff report and Ms. Merriman’s testimony. He stated that the Applicant has completed construction of the roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive, as required by the MDNS. Mr. Carlson noted that the City had previously approved a minor alteration to the previously approved preliminary plat to allow relocation of proposed stormwater facilities due to high groundwater conditions. *Testimony of Mr. Carlson*

Staff Recommendation

14. Ms. Merriman testified that City staff recommends approval of the preliminary plat with conditions. Mr. Carlson testified that the Applicant understands and would comply with City staff’s recommendations. *Exhibit 1, Staff Report, pages 6 and 7; Testimony of Ms. Merriman; Testimony of Mr. Carlson.*

CONCLUSIONS

Jurisdiction

The Hearing Examiner has authority to hear and decide applications for preliminary plats. The Hearing Examiner may grant, deny, or grant with such conditions, limitations, modifications, and

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restrictions as the Hearing Examiner finds necessary to make the application compatible with applicable laws and regulations, including but not limited to compatibility with the environment, the Comprehensive Plan, other official policies and objectives, and land use regulatory enactments. *TMC 2.58.090.A; TMC 2.58.130.A.2.*

Criteria for Review

TMC 17.14.110 governs proposals that include changes, alterations, or deletions of approved preliminary plats and provides:

Once the preliminary land division map has been approved, it shall not be altered unless approved by both the department of community development and public works department. If the alteration is felt to be of a substantial nature by the community development and public works departments, then the land division shall be resubmitted in accordance with the procedures for preliminary division approval.

Because the City has determined that the proposal would constitute a substantial alteration to a previously approved preliminary plat, the Hearing Examiner must review the request under the criteria governing preliminary plat approval, as described below.

The Hearing Examiner shall inquire into the public use and interest proposed to be served by the establishment of the proposed land division. *TMC 17.14.040.A.* Under TMC 17.14.040.A, the Hearing Examiner shall determine:

if appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, other grounds, transit stops, potable water supplies, sanitary wastes, parks and recreation playgrounds, schools and school grounds, fire protection and other public facilities, and shall consider all other relevant facts, including the physical characteristics of the site, and determine whether the public interest will be served by the land division. Further, consideration shall be given for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.

If the Hearing Examiner finds that the proposed division of land makes appropriate provisions, and makes written findings to that effect, then it shall be approved. If the Hearing Examiner finds that the proposed land division does not make such appropriate provisions or that the public use and interest will not be served, then the Hearing Examiner shall disapprove the proposed division of land. *TMC 17.14.040.A.*

Dedication of land, provision of public improvements to serve the land division, and/or payment of impact fees allowed by state law, to any public body, may be required as a condition of land division approval. The Hearing Examiner shall not, as a condition of approval, require an

Findings, Conclusions, and Decision
City of Tumwater Hearing Examiner
I-5 Commerce Place Preliminary Plat Alteration
No. TUM-22-0044

Applicant to obtain a release from damages from other property owners. The Hearing Examiner shall consider the physical characteristics of a proposed land division site, and may disapprove a proposed division because of flood, inundation, or wetland conditions. Construction of protective improvements may be required as a condition of approval. *TMC 17.14.040.B, .040.C, and .040.D.*

The subdivision provisions of the Tumwater Municipal Code are substantially similar to RCW 58.17.110(2), which provides:

A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and schoolgrounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication.

The criteria for review adopted by the Tumwater City Council are designed to implement the requirement of Chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with City development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

Conclusion Based on Findings

With conditions, the requested alteration to the previously approved preliminary plat would meet all applicable City and state criteria for the subdivision of land under TMC 17.14.040.A and RCW 36.70B.040. The Hearing Examiner's previous decision approving the preliminary plat on October 14, 2020, fully addressed and analyzed the original proposal to subdivide four parcels totaling 40.26 acres into 12 commercial/industrial lots, stormwater tracts, and one tree tract and concluded that, with conditions, it would meet all applicable City and state criteria for preliminary plat approval. The City later approved through its administrative process a minor alteration to the approved preliminary plat to allow for the proposed locations of stormwater facilities and Lot 8 to be swapped, due to high groundwater conditions on-site, and to allow for other minor changes to the individual lot sizes.

The current request for an alteration to the previously approved preliminary plat requires only a reanalysis of the City's tree retention and replacement requirements in light of new information

*Findings, Conclusions, and Decision
City of Tumwater Hearing Examiner
I-5 Commerce Place Preliminary Plat Alteration
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regarding the number of existing trees on the property in its undeveloped condition. Therefore, the Hearing Examiner does not reanalyze the proposal with respect to other applicable requirements for a preliminary plat and, instead, relies on the previous decision to conclude that, with the conditions included therein and incorporated in this decision, the proposed preliminary plat continues to satisfy the subdivision criteria.

Regarding the requirements of the City's tree retention and replacement code, TMC 16.08.070.R.4 provides that project sites containing fewer trees in an undeveloped state than would be required for retention must meet the applicable retention and replacement standards at a one-to-one ratio. Here, the Applicant's arborist consultant determined that the project would be required to retain 484 trees in conjunction with development of the 40.26-acre site. The Applicant's consultant later determined, after the original preliminary plat was approved, that the project site contained approximately 351 trees in its undeveloped condition, less than the 484 trees required to be retained. The Applicant would retain 121 existing trees on-site within a tree tract and would plant a minimum of 363 replacement trees on-site, satisfying the requirements of the City's tree code.

The City provided reasonable notice and opportunity to comment on the proposed preliminary plat revision. The City did not receive any comments on the proposal from members of the public. The City received a comment from the Nisqually Indian Tribe, which noted that it has no specific concerns about the proposal. Environmental impacts of the original preliminary plat proposal were considered, as required by SEPA, and the City Community Development Department issued an MDNS for the proposal that was not appealed. City staff reviewed the current request for a preliminary plat alteration and determined that additional environmental review would not be required. The MDNS requires the Applicant to construct a roundabout at the intersection of 93rd Avenue SW and Lathrop Industrial Drive. Applicant Representative Chris Carlson testified at the hearing that the Applicant has completed construction of the required roundabout.

Conditions, as detailed below, are necessary to ensure that the Applicant complies with the MDNS, complies with the conditions of the previous preliminary plat approval except as modified by this decision, and complies with tree retention and replacement requirements of the City's tree code. *Findings 1 – 14.*

DECISION

Based on the preceding findings and conclusions, the request for a preliminary plat alteration to reduce the minimum number of replacement trees required to be planted on-site from 1,149 to 363, imposed as a condition of the previously approved preliminary plat (No. TUM-20-0220), which allowed the subdivision of four parcels totaling 40.26 acres into 12 commercial/industrial

Findings, Conclusions, and Decision
City of Tumwater Hearing Examiner
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No. TUM-22-0044

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lots, stormwater tracts, and one tree tract within the 2700 block of 93rd Avenue SW, is **APPROVED**, with the following conditions:⁵

1. The conditions of the Mitigated Determination of Nonsignificance, dated August 6, 2020, are hereby referenced and are considered conditions of this approval.
2. The conditions of the City of Tumwater Hearing Examiner Findings, Conclusions, and Decision I-5 Commerce Place Preliminary Plat No. TUM-20-0220 are hereby referenced and are considered conditions of this approval, with the exception of Finding No. 10, a portion of Conclusion No. 1, and Condition No. 38.
3. In order to comply with the City's Protection of Trees and Vegetation standards, the trees in the wetland buffer, and shown as Tract D on the preliminary plat map shall remain undisturbed.
4. A minimum of 363 replacement trees shall be planted, first on the perimeter of the stormwater tracts, then as part of perimeter landscaping as required for development of the individual parcels.

DECIDED this 26th day of April 2022.



ANDREW M. REEVES
Hearing Examiner
Sound Law Center

⁵ Conditions include legal requirements applicable to all developments as well as requirements designed to mitigate the specific impacts of this development.

HEARING EXAMINER POST-DECISION PROCEDURES

The following sections of the Tumwater Municipal Code outline procedures for requesting reconsideration of a decision by the Tumwater Hearing Examiner and appealing a decision made by the Tumwater Hearing Examiner.

TMC 2.58.135 Reconsideration.

Upon the written request of a party of record filed with the city clerk within five working days of the hearing examiner's written decision, such decision may be reconsidered at the discretion of the hearing examiner. The request for reconsideration must state the grounds upon which the request is made. In the event reconsideration is granted, the hearing examiner shall have an additional 10 working days to render a written final decision.

TMC 2.58.150 Appeal from examiner's decision.

- A. In cases where the examiner's jurisdictional authority is to render a decision, the decision of the examiner shall be final and conclusive unless appealed to superior court within the applicable appeal period as set forth in TMC 2.58.180.
- B. In cases where the hearing examiner decision is appealable to the city council, the decision of the examiner shall be final and conclusive unless appealed within the applicable appeal period as set forth in this section.
- C. Appeals to the city council must be filed with the city clerk by the applicant or other party of record, a department of the city, county or other agency within 14 calendar days following rendering of such decision. Persons not in attendance at the hearing but who submit written information prior to the hearing which becomes a part of the record of the hearing shall also have appeal rights. Such appeal shall be in writing, shall contain all grounds on which error is assigned to the examiner's decision and shall be accompanied by a fee as established by resolution of the city council; provided, that such appeal fee shall not be charged to a department of the city or to other than the first appellant.
- D. In the event an apparent prevailing party files an appeal to preserve appeal rights and no opposing appeals are filed, said party may, by giving written notice thereof to the city clerk, abandon their appeal and in such event shall be refunded their filing fee.
- E. The timely filing of an appeal shall stay the effective date of the examiner's decision until such time as the appeal is adjudicated by the city council or is withdrawn.
- F. Within five days after the final day upon which an appeal may be filed, notice thereof and of the date, time and place for city council consideration shall be mailed to the applicant, all other parties of record and anyone who submitted written information prior to the hearing. Such notice shall additionally indicate the deadline for submittal of written arguments as prescribed in TMC 2.58.160.

TMC 2.58.180 Judicial appeals.

Final decisions (after exhausting administrative remedies) may be appealed by a party of record with standing to file a land use petition in the Thurston County superior court, except shoreline permit actions which may be appealed to the shoreline hearings board. Such petition must be filed within 21 days of issuance of the decision as provided in Chapter 36.70C RCW.

Updated: June 10, 2013

PLAT OF **I-5 COMMERCE PLACE**
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

DEDICATION

KNOWN TO ALL PEOPLE PRESENT THAT KAUFMAN REAL ESTATE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS LAND DIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES, STORM DRAINAGE EASEMENTS, SANITARY SEWER EASEMENTS AND WATERMAIN EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE DIVISION AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS.

VEHICULAR ACCESS TO 93rd AVENUE SE, EXCEPT AS SHOWN, IS HEREBY WAIVED. DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT VEHICULAR ACCESS TO 93rd AVENUE SE, NOR SHALL THE CITY OF TUMWATER OR ANY OTHER LOCAL GOVERNMENT AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO 93rd AVENUE SE FROM THE LOTS OR TRACTS WITHIN THIS PLAT.

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED OWNER, DOES HEREBY GIVE AND GRANT TO THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PERPETUAL EASEMENTS, AS SHOWN ON THE FACE OF THIS PLAT TO RUN WITH THE LAND, FOR USE FOR WATER MAIN AND ITS APPURTENANCES AND SEWER MAIN AND ITS APPURTENANCES AND THE RIGHT TO REPAIR, CONSTRUCT, OPERATE, MAINTAIN, INSPECT, ALTER, MODIFY, REPLACE, REMOVE AND UPDATE TO PRESENT AND FUTURE TECHNOLOGICAL STANDARDS SAID WATER MAIN AND SEWER MAIN AND RELATED APPURTENANCES OVER, ACROSS AND UNDER THE AREAS DESIGNATED ON THE FACE OF THE PLAT.

TOGETHER WITH THE ACKNOWLEDGMENT THAT THE GRANTOR SHALL NOT PLACE OR HAVE PLACED ANY UTILITY, BUILDING OR OTHER STRUCTURE WITHIN THE WATER MAIN AND SEWER MAIN EASEMENTS SHOWN ON THE FACE OF THE PLAT.

TRACTS "A", "B", "C" & "D" ARE HEREBY DEDICATED TO THE I-5 COMMERCE PLACE LOT OWNERS ASSOCIATION

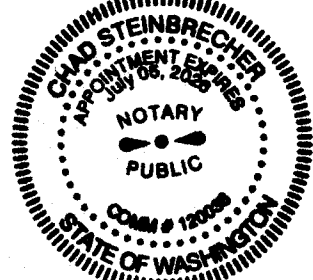
IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 6th DAY OF September, 2022.

(NAME & TITLE) John Kaufman
Vice President

ACKNOWLEDGMENTS

STATE OF WASHINGTON >S.S.
COUNTY OF THURSTON

THIS IS TO CERTIFY THAT ON THIS 6th DAY OF September, 2022, BEFORE ME PERSONALLY APPEARED John Kaufman TO ME TO BE THE Vice President OF KAUFMAN REAL ESTATE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREON MENTIONED, AND ON DATE STATED THAT ARE AUTHORIZED TO EXECUTE SAID INSTRUMENT.



For Clarity expiration date July 5, 2026,
Commission #120038

Chad Steinhilber
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Tumwater,
MY COMMISSION EXPIRES 7-5-2026.

RESTRICTIONS AND PLAT NOTES

- PURSUANT TO CHAPTER 17.22 OF THE TUMWATER MUNICIPAL CODE, LOTS 1 THROUGH 12 ARE SUBJECT TO ALL SERVICE FEES AND CHARGES WHICH MAY BE LEVIED BY THE OWNERS ASSOCIATION FOR THE MAINTENANCE, OPERATION AND IMPROVEMENT OF COMMUNITY FACILITIES AND FOR LIENS FOR ANY UNPAID SERVICE FEES OR CHARGES.
- TRACTS A, B, C, & D SHALL BE OWNED AND MAINTAINED BY THE I-5 COMMERCE PLACE LOT OWNERS ASSOCIATION.
- TRACTS A & B ARE DESIGNATED STORM WATER MANAGEMENT AREAS FOR THIS PLAT. THE STORM WATER SYSTEMS SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION IN ACCORDANCE WITH THE STORM WATER MAINTENANCE PLAN RECORDED WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS PLAT.
- TRACT C IS DESIGNATED AS OPEN SPACE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES AND SHALL BE SUFFICIENT FOR THE FRONT YARD LANDSCAPING REQUIREMENTS FOR LOTS 1-9 & LOT 11 INCLUSIVE. ADDITIONALLY, THE 25.5 FEET OF LANDSCAPING ADJACENT TO LOT 1 FRONTING ON 93rd AVENUE SE SHALL COUNT TOWARD THE 15% LANDSCAPE REQUIREMENT FOR DEVELOPMENT OF LOTS 1-12.
- THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS OR DRIVEWAYS NOT HEREIN DEDICATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
- VEHICULAR ACCESS TO 93rd AVENUE SE FROM LOT 1 IS RESTRICTED, THE APPROVED ACCESS POINTS ARE FROM LEGACY COURT SW.
- EACH LOT IN THE SUBDIVISION SHALL PROVIDE A STORM WATER MANAGEMENT PLAN, IN ACCORDANCE WITH ANY OF TUMWATER STANDARDS AT THE TIME OF DEVELOPMENT OF EACH LOT.
- THE KAUFMAN HABITAT CONSERVATION PLAN WAS PREPARED AND SUBSEQUENTLY APPROVED BY U.S. FISH & WILDLIFE SERVICE (USFWS) FOR THIS PLAT TO MITIGATE POTENTIAL IMPACTS TO THE OLYMPIA POCKET GOPHER, TAYLOR'S CHECKERSPOUT BUTTERFLY AND STREAKED HORNED LARK (FEDERAL FISH AND WILDLIFE PERMIT NUMBER TE91853B-0). THE MITIGATION MEASURES INCLUDED IN THE APPROVED PLAN HAVE BEEN IMPLEMENTED AND NO FURTHER MITIGATION WILL BE REQUIRED FOR THE DEVELOPMENT OF EACH LOT WITHIN THIS PLAT.
- THE PROPERTY OWNER AND THE CITY OF TUMWATER WISH TO RECORD THIS FINAL PLAT WITHOUT DELAY AND WHEREAS IT IS UNDETERMINED HOW LOTS 9, 10, 11 AND 12 WILL DEVELOP, EITHER SEPARATELY OR CONSOLIDATED INTO FEWER PARCELS. IT IS HEREBY AGREED BETWEEN THE CITY OF TUMWATER AND KAUFMAN REAL ESTATE LLC AND ITS SUCCESSOR AND ASSIGNS TO DELAY THE CONSTRUCTION OF THE WATER MAIN AND THE SEWER MAIN AND THE GRANTING OF THE EASEMENTS TO THE NORTH PROPERTY LINE OF THE I-5 COMMERCE PLAT UNTIL SUCH TIME AS THE LOTS DEVELOP, WHETHER AS ONE CONSOLIDATED PARCEL OR INDIVIDUAL PARCELS.

THE GRANTING OF THE WATER MAIN AND SEWER MAIN EASEMENTS IN ADDITION TO THE CONSTRUCTION OF THE UTILITIES WILL BE CONDITIONED UPON FUTURE SITE DEVELOPMENT/GRADING PERMITS AND/OR BUILDING PERMITS FOR THE LOTS 9, 10, 11, AND 12.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, INC., A GAS AND ELECTRIC COMPANY, CENTURYLINK, INC, ANY TELECOMMUNICATIONS COMPANY, ANY CABLE TELEVISION COMPANY, THE LOT OWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGES OF ALL LOTS AND TRACTS TOGETHER WITH THOSE EASEMENTS DEPICTED ON SHEETS 4 & 5 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN ANY PRIVATE OR PUBLIC UTILITIES, INCLUDING UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER, STREET LIGHTING AND UTILITY SERVICE; TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

SHEET INDEX

- SHEET 1..... DEDICATION, EASEMENT PROVISIONS, APPROVALS AND LAND SURVEYOR'S CERTIFICATE
SHEET 2..... SECTION SUBDIVISION, LEGAL DESCRIPTION, PLAT NOTES, SURVEY NOTES, LINE AND CURVE TABLES
SHEET 3..... PLAT BOUNDARY, SURVEY REFERENCES, SURVEY NOTES
SHEET 4..... LOTS 1-8 & TRACTS A & B
SHEET 5..... LOTS 9-12 & TRACTS C & D

APPROVALS

EXAMINED AND APPROVED THIS 21st DAY OF September A.D., 2022

[Signature]
TUMWATER TRANSPORTATION & ENGINEERING DIRECTOR

EXAMINED AND APPROVED THIS 14th DAY OF September A.D., 2022

[Signature]
TUMWATER COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

[Signature]
FINANCE DIRECTOR, CITY OF TUMWATER

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

[Signature] 9-9-22
THURSTON COUNTY TREASURER

EXAMINED AND APPROVED THIS 9th DAY OF SEPTEMBER A.D., 2022

[Signature]
THURSTON COUNTY ASSESSOR

COVENANTS/AGREEMENTS

- COVENANTS, CONDITIONS AND RESTRICTIONS ARE RECORDED UNDER AUDITOR'S FILE NO. 4952602
- STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 4952601

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 27 DAY OF Sept, 2022 AT 10:51 A.M. IN BOOK - OF - AT PAGE - AT THE REQUEST OF HATTON GODAT PANTIER

[Signature]
THURSTON COUNTY AUDITOR
AUDITOR'S FILE NO. 4952603

BY [Signature]
DEPUTY

APPROVED FOR
RECORDING
City of Tumwater

LAND SURVEYOR'S CERTIFICATE

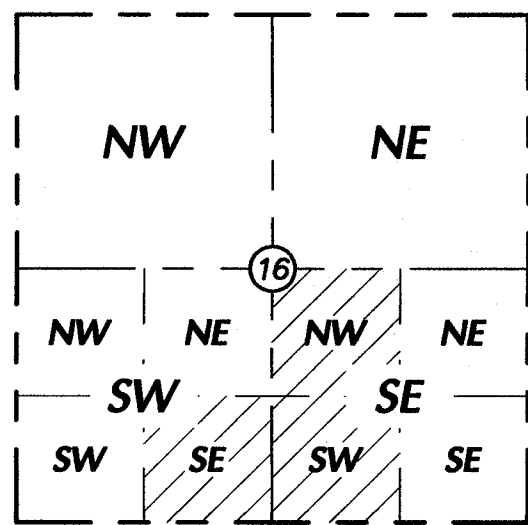


I, JEFF S. PANTIER, HEREBY CERTIFY THAT THIS NON-RESIDENTIAL PLAT OF I-5 COMMERCE PLACE IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THAT THE DISTANCES AND COURSES SHOWN HEREON ARE CORRECT, THAT THE MONUMENTS ARE SET AS SHOWN AND THAT THE LOT AND TRACT CORNERS HAVE BEEN STAKED ON THE GROUND WITH 5/8" REBAR WITH PLASTIC CAPS STAMPED "JSP 28073".

[Signature]
JEFF S. PANTIER PROF. REGISTERED LAND SURVEYOR CERTIFICATE NO. 28073

August 31, 2022
DATE

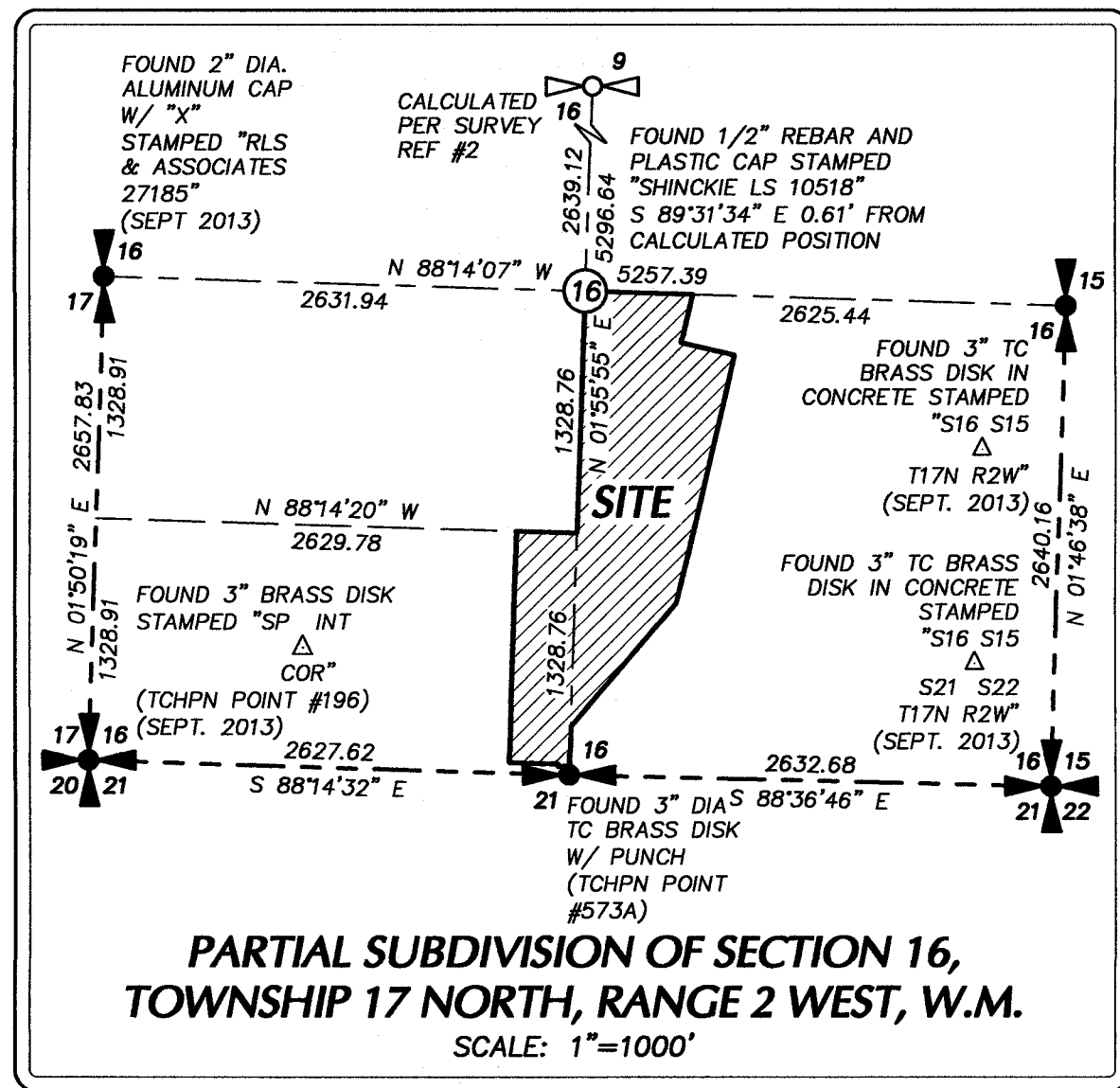
AUDITOR'S INDEX INFORMATION
SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E. SUITE B
OLYMPIA, WA 98506
TEL: 360.943.1599 FAX: 360.357.6299
hattonpantier.com

PLAT OF I-5 COMMERCE PLACE

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 86°13'49" W	61.42
L2	S 01°45'28" W	14.63
L3	S 88°04'05" E	11.67
L4	N 88°14'32" W	25.00
L5	N 88°14'32" W	16.00
L6	N 87°55'30" W	73.48
L7	S 87°55'30" E	23.32
L8	N 01°55'55" E	16.50
L9	S 87°55'30" E	24.75
L10	S 76°06'40" E	71.57

CURVE TABLE			
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	38°35'44"	121.44	81.80
C2	38°31'16"	150.00	100.85
C3	90°00'00"	100.00	157.08
C4	38°36'52"	69.00	46.50
C5	24°37'10"	181.00	77.77
C6	9°37'29"	181.00	30.41
C7	4°16'36"	181.00	13.51
C8	38°31'16"	119.00	80.01
C9	46°27'52"	69.00	55.96
C10	75°11'04"	25.00	32.81
C11	166°10'01"	55.00	159.51
C12	15°49'36"	55.00	15.19
C13	15°49'36"	55.00	15.19
C14	68°12'44"	55.00	65.48
C15	34°22'47"	25.00	15.00
C16	46°54'00"	131.00	107.23

DESCRIPTIONS:

PARCEL A:
THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821155.

PARCEL B:
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821155.

PARCEL C:
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:
THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET; THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821154. IN THURSTON COUNTY, WASHINGTON.

LAND SURVEYORS NOTES:

- A TYPOGRAPHICAL ERROR APPEARS IN THE PARCEL "A" LEGAL DESCRIPTION, WHICH IS A RESULT OF AN ERROR IN THE VESTING DEED RECORDED UNDER AUDITOR'S FILE NO. 4223491. THE INCORRECT PORTION IS THE BEARING OF SOUTH 28° 41' 30" WEST. BASED ON DEED FROM THE STATE OF WASHINGTON, RECORDED UNDER AUDITOR'S FILE NO. 743346, SAID BEARING SHOULD BE SOUTH 38° 41' 30" WEST SURVEY.
- THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.
- ALL CORNERS NOTED AS FOUND WERE VISITED IN AUGUST OF 2013.

SURVEY REFERENCES

- SUBDIVISION GUARANTEE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED MAY 6, 2022 UNDER FILE NO. TH37370
- THURSTON COUNTY HIGH PRECISION SURVEY CONTROL NETWORK
- SR5 RIGHT OF WAY PLANS, MAYTOWN TO TUMWATER, SHEETS 6-12 DATED MAY 1952
- SR5 RIGHT OF WAY PLAN, MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, SHEET 2 DATED DECEMBER 21, 1965
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4178427
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3848391
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3705330
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161359
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161358
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9008090011

TITLE NOTES:

- TITLE INFORMATION DEPICTED/NOTED ON THIS PLAT IS BASED ON SUBDIVISION GUARANTEE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED MAY 6, 2022 UNDER FILE NO. TH37370.
- THE LAND DESCRIBED HEREON HAS BEEN ASSIGNED PROPERTY TAX ACCOUNT NOS. 12716420000, 12716340100, 12716340102 AND 12716340101 BY THURSTON COUNTY.
- INTENTIONALLY OMITTED
- THE LAND DESCRIBED HEREON IS SUBJECT TO AGREEMENT BETWEEN KAUFMAN REAL ESTATE, LLC AND PUGET WESTERN, INC. FOR COST SHARING ASSOCIATED WITH TRAFFIC SIGNAL IMPROVEMENTS, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 4303640.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL ORES, MINERALS, FOSSILS, ETC., AS RECORDED UNDER VOLUME 174 OF DEEDS PAGE 128. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN UN-LOCATABLE EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 383226. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN UN-LOCATABLE EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON FOR ALL OILS, COAL, ORES MINERALS, FOSSILS, ETC., AS RECORDED UNDER AUDITOR'S FILE NO. 462790. SAID DEED ALSO SUBJECT TO UNLOCATABLE EASEMENT FOR RIGHT OF WAY GRANTED TO THURSTON COUNTY AUGUST 24, 1932 UNDER APPLICATION NO. 1430; ALSO SUBJECT TO AN EASEMENT FOR RIGHT OF WAY FOR RAILROAD PURPOSES GRANTED TO THE OLYMPIA TERMINAL RAILWAY COMPANY UNDER APPLICATION NO. 8821 THROUGH CERTIFICATE NO. 307, ISSUED JANUARY 8, 1913.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RELINQUISHMENT OF CERTAIN RIGHTS, INCLUDING EASEMENTS FOR ACCESS, LIGHT AND AIR AND ALL RIGHTS OF INGRESS AND EGRESS TO, FROM AND BETWEEN SAID LAND AND INTERSTATE HIGHWAY 5 (SR5), AS DISCLOSED BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. S 587782, 743346 AND 743347.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO THE STATE OF WASHINGTON FOR A DRAINAGE DITCH 30 FEET WIDE BY 170 FEET LONG, AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 516498.
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RIGHTS GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION IN RIGHT OF WAY CONTRACTS RECORDED UNDER AUDITOR'S FILE NOS. 585288 AND 587077 AND AS AMENDED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 757510. SAID EASEMENT ALSO INCLUDES PROVISIONS FROM TEMPORARY CONSTRUCTION AREAS THAT EXCEED THE LIMITS OF THE PERMANENT EASEMENT. THE EASEMENT NOTED ABOVE CONTAINS AN AMBIGUOUS LEGAL DESCRIPTION; HOWEVER PACIFIC NORTHWEST PIPELINE CORPORATION REPRESENTATIVES ACKNOWLEDGE THE EASEMENT LOCATION SHOWN HEREON DURING SITE CONSTRUCTION AND POT HOLING TO TO CONFIRM ITS LOCATION.
- A PORTION OF THE LAND OF DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND ENERGY RECORDED UNDER AUDITOR'S FILE NO. 4827283.
- A PORTION OF THE LAND OF DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND ENERGY RECORDED UNDER AUDITOR'S FILE NO. 4827352.

August 5, 2022



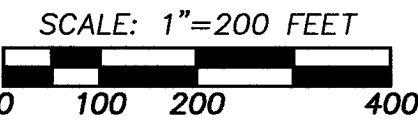
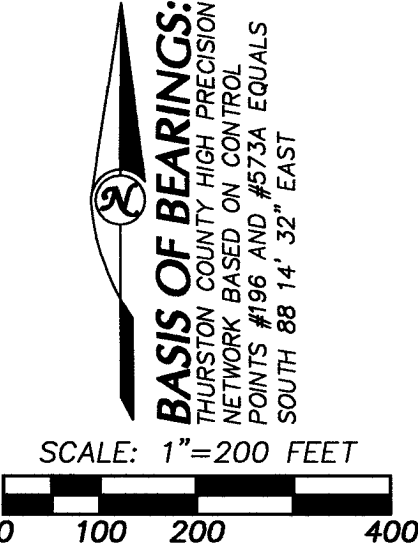
HATTON GODAT PANTIER
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hattonpantier.com

PLAT 4952603 2 of 5

PLAT OF **I-5 COMMERCE PLACE**
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF
SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

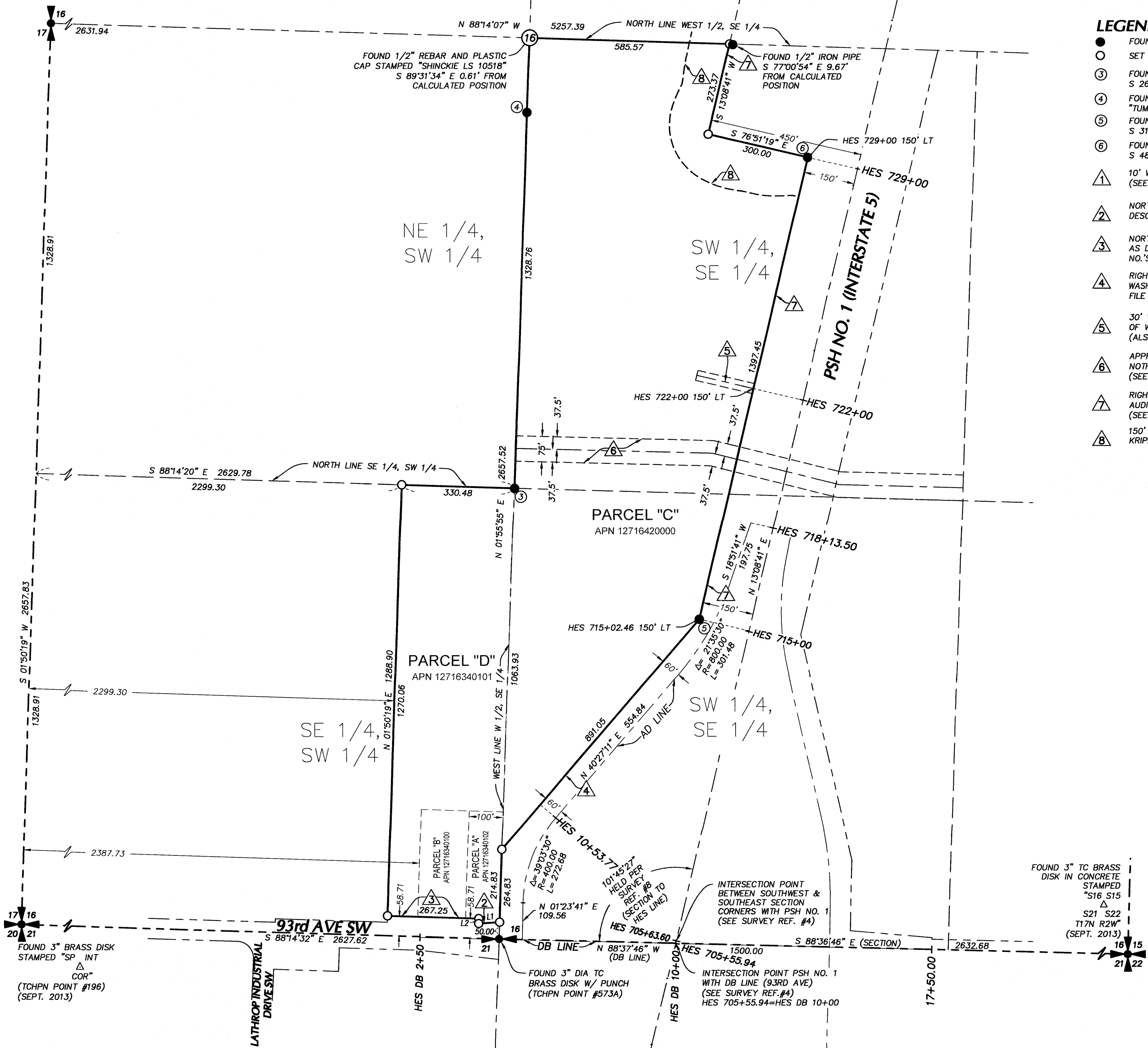
- LEGEND**
- FOUND AS NOTED
 - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
 - ③ FOUND 1/2" IRON PIPE
S 26°30'9" W 0.52' FROM CALCULATED POSITION
 - ④ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED
"TUMWATER LS 19626" ON CALCULATED LINE
 - ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SCINCKE LS 13518"
S 31°18'54" W 0.34' FROM CALCULATED POSITION
 - ⑥ FOUND 4"x4" CONCRETE MONUMENT
S 48°53'1" W 0.78 FROM CALCULATED POSITION
 - ① 10' WIDE UTILITY EASEMENT
(SEE EASEMENT PROVISIONS SHEET 1 OF 5)
 - ② NORTH LINE RIGHT OF WAY CONVEYED TO THURSTON COUNTY AS
DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 4160513
 - ③ NORTH LINE RIGHT OF WAY CONVEYED TO THURSTON COUNTY
AS DESCRIBED IN DEEDS RECORDED UNDER AUDITOR'S FILE
NO.'S 4821153, 4821154 & 4821155
 - ④ RIGHT OF WAY LINE DESCRIBED IN DEED TO THE STATE OF
WASHINGTON DESCRIBED IN DEED RECORDED UNDER AUDITOR'S
FILE NO. 743347 (SEE TITLE NOTE NO. 8)
 - ⑤ 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE
OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498
(ALSO SEE TITLE NOTE NO. 9)
 - ⑥ APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC
NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510
(SEE TITLE NOTE NO. 10)
 - ⑦ RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER
AUDITOR'S FILE NO.'S 516498 & 743347
(SEE TITLE NOTE NO. 9)
 - ⑧ 150' WETLAND BUFFER BASED ON REPORT BY
KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020

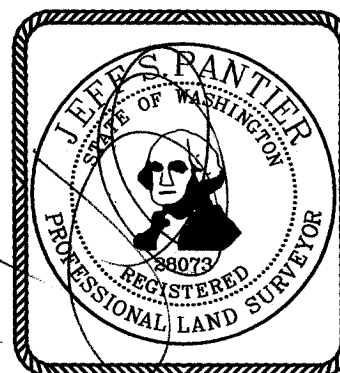
LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 86°13'49" W	61.42
L2	S 01°45'28" W	14.63



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PLAT 4952603 3 of 5



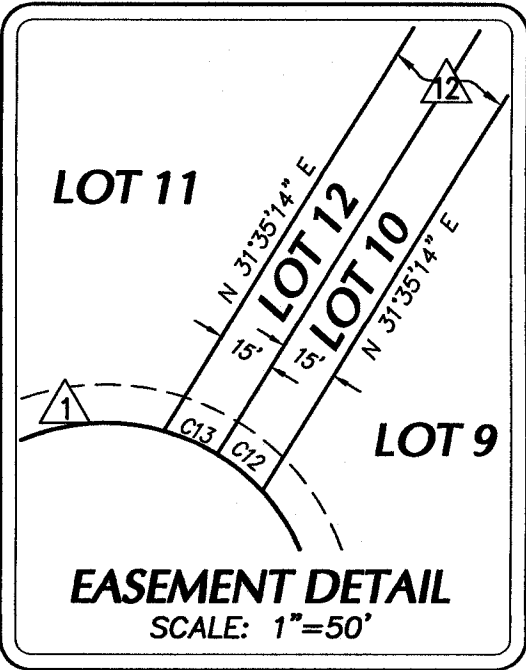


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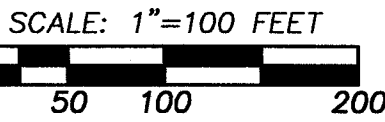
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SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

LEGEND

- FOUND AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- ⊙ SET CONCRETE MONUMENT WITH BRASS DISC STAMPED "28073"
- ⑨010 ADDRESS: LEGACY COURT SW
TUMWATER, WA 98501
- ③ FOUND 1/2" IRON PIPE
S 26°30'9" W 0.52' FROM CALCULATED POSITION
- ④ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED
"TUMWATER LS 19626" ON CALCULATED LINE
- ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SCINCKE LS 13518"
S 31°18'54" W 0.34' FROM CALCULATED POSITION
- ⑥ FOUND 4"x4" CONCRETE MONUMENT
S 48°53'1" W 0.78' FROM CALCULATED POSITION
- △ 10' WIDE UTILITY EASEMENT (SEE EASEMENT PROVISIONS)
- △ 5 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE
OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498
(ALSO SEE TITLE NOTE NO. 9)
- △ 6 APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC
NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510
(SEE TITLE NOTE NO. 10)
- △ 7 RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER
AUDITOR'S FILE NO. 516498
(SEE TITLE NOTE NO. 9)
- △ 8 150' WETLAND BUFFER BASED ON REPORT BY
KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020
- △ 10 INGRESS, EGRESS AND UTILITY EASEMENT FOR THE
BENEFIT OF LOTS 9, 10, 11, 12 AND TRACT "D"



BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION
NETWORK BASED ON CONTROL
POINTS #196 AND #573A= SOUTH
88°14' 32" EAST

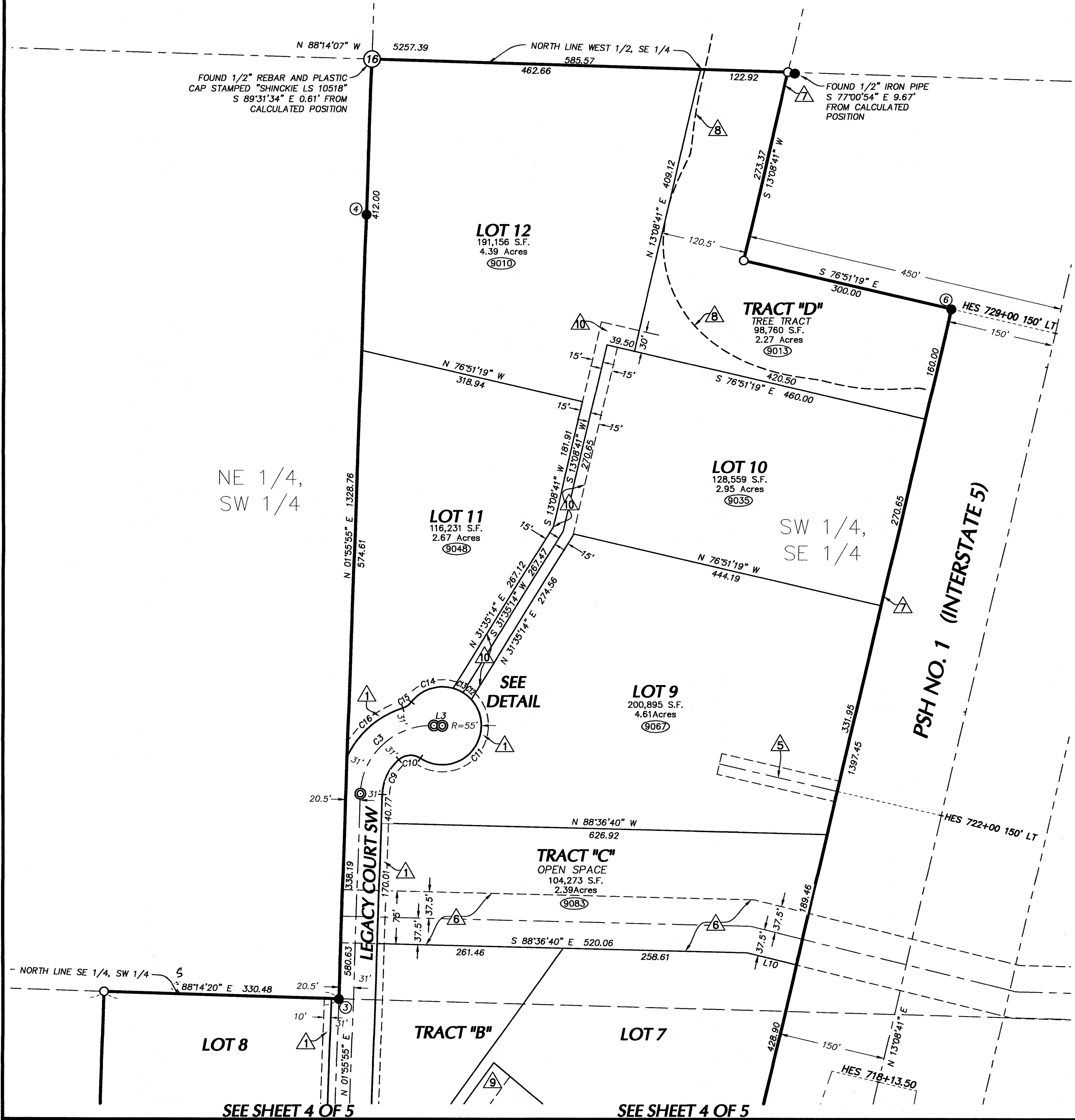


August 31, 2022

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EEP
13-051

PLAT 4952603 5 of 5



SEE SHEET 4 OF 5

SEE SHEET 4 OF 5

Filed at the request of and
 To be returned to:
 Theresa Wall
 I-5 Commerce
 7908 Sweet Iron Court SE
 Tumwater, Washington 98501

**DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR I-5 COMMERCE**

Grantor	I-5 COMMERCE
Grantees	1. Plat of I-5 Commerce 2. The Public
Legal Description (abbreviated)	Beginning at the South Quarter corner of Section 16, Township 17 North, Range 2 West, W.M. In Thurston County, Washington. Additional legal on Exhibit A (page 17)
Assessor's Tax Lot I.D. No.	1271 64-20-000; 127163-40-100; 127163-40102; 127163-40-101 (these will change once we get final plat)
Reference Nos. of Related Documents	N/A



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

I-5 COMMERCE

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
I-5 COMMERCE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 27 day of July, 2022, by KAUFMAN REAL ESTATE LLC, a Washington limited liability company ("Declarant").

Declarant owns that certain real property located in the City of Tumwater, County of Thurston, State of Washington, consisting of the real property more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").

Declarant is developing the Property as a light industrial project consisting of twelve (12) lots pursuant to the Plat (as defined herein) to be known as I-5 COMMERCE, which shall be subject to the covenants, conditions, restrictions, and easements set forth in this Declaration and in the deed of Lots from Declarant to Owners in the Property.

Declarant deems it desirable, for the maintenance and preservation of the Property to create a not-for-profit corporation under the non-profit corporation laws of the State of Washington.

Declarant hereby declares that the Property shall be held, sold, used, and conveyed subject to the provisions of this Declaration. This Declaration shall be binding on all parties having any interest in the Property, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

1. DEFINITIONS

1.1 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of I-5 COMMERCE LOT OWNERS' ASSOCIATION, as filed with the Secretary of State of the State of Washington.

1.2 "Association" means I-5 COMMERCE a Washington nonprofit corporation, formed or to be formed to serve as a mandatory membership owners' association, having jurisdiction over the Common Areas within the Plat of I-5 COMMERCE.

1.3 "Base Assessment" means assessments levied on all Lots subject to assessment hereunder to fund Common Expenses.

1.4 "Board of Directors" or "Board" means the body responsible for administering the Association, selected as provided in the Bylaws.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Class A Member" means all Owners except the Class B Member.

1.7 “Class B Member” means the Declarant.

1.8 “Class B Control Period” means the period during which the Class B Member has special voting rights as defined in Section 6.3.

1.9 “Common Areas” means all real and personal property which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners, including easements held by the Association for those purposes. Real property Common Areas are also designated as “Tracts” on the Plat.

1.10 “Common Expenses” means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners and for upkeep and maintenance of any Common Areas, including any reasonable reserve. Upkeep and maintenance of the drainage facilities and implementation of pollution source control best management practices, and the Tree Tract (defined below) shall be a Common Expense.

1.11 “Declarant” means Kaufman Real Estate LLC, or any of its successors or assigns.

1.12 “Declaration” means this declaration of covenants, conditions, restrictions, and easements, applicable to the Property.

1.13 “Lot” means the Twelve (12) lots created by the Plat of I-5 COMMERCE, whether improved or unimproved, other than Common Areas and property dedicated to the public, which may be independently owned, conveyed, developed, and used for light industrial purposes. If any Lot is subdivided and some or all of the subdivisions are conveyed separately, each resulting parcel shall be considered a Lot.

1.14 “Member” means a Person who qualifies for membership in the Association, including Declarant, as described in Article 4.

1.15 “Mortgage” means any mortgage, deed of trust, or similar instrument used for the purpose of encumbering any of the Property as security for payment or satisfaction of an obligation.

1.16 “Owner” means one or more Persons who hold the record title to any Lot, except persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner, unless the contract specifically provides otherwise.

1.17 “Person” means a natural person, corporation, partnership, association, trustee, or any other legal entity.

1.18 “Plat” means the Plat of I-5 COMMERCE recorded at AFN 4952603, on September 27, 2022.

1.19 “Property” means the real property described in Exhibit A.

1.20 “Special Assessments” means assessments levied under Section 7.4.

1.21 “Tree Tract” means the real property designated as Tract “D” in the Plat.

2. OVERVIEW OF ASSOCIATION FUNCTIONS AND ORGANIZATIONS

2.1 Hierarchy of Association Management Documents. The list below sets forth the hierarchy of the Association Management Documents for the purpose of resolving any conflicts. In any conflicts among documents, the provisions of a document shall control over the provisions of all documents below it on the list:

- (i) Declaration of Covenants, Conditions and Restrictions;
- (ii) Articles of Incorporation; and
- (iii) Bylaws.

3. PROPERTY

3.1 General. This Declaration applies only to the Property described in Exhibit A. The Property consists of the Lots, the Common Areas, and property dedicated to the public.

4. ASSOCIATION; MEMBERSHIP

4.1 Description. The Association is a Washington nonprofit corporation, whose members are Owners of Lots within the Property. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Association Management Documents.

4.2 Association Board. The Association shall have Board of Directors with members as described below. The Board shall have all powers necessary to appropriately carry out the purposes of the Association as established by the Association Management Documents, except to the extent powers are specifically reserved to the Members or to Declarant.

4.3 Initial Board Membership. Initially, the Board shall consist of three (3) members, who shall be selected by and serve at the sole discretion of the Declarant. Until the end of the Class B Control Period, the Declarant shall have the right to appoint and remove all members of the Board.

4.4 Transitional Board Membership: Class B Control Period. After the earlier of twenty (20) years from the date the Declaration is recorded, or the time when the Class A Members own at least five (5) Lots subject to this Declaration, the Board shall consist of at least two (2) and no more than five (5) Directors elected by the Class A Members as set forth more fully in the Bylaws.

4.5 Permanent Board Membership. At the termination of the Class B Control Period, the Board shall be made up of not less than two (2) and no more than five (5) Members. The Board members shall be elected by the membership, as set forth more fully in the Bylaws.

4.6 Membership. Every Owner, including Declarant, as long as Declarant continues to be an Owner, shall be a Member in the Association. Ownership of a Lot shall be the sole qualification for membership, and there shall be no other members. However, a Member's rights or privileges may be regulated or suspended for failure to comply with the Association Management Documents. No Owner, whether one or more Persons, shall have more than one membership per Lot owned.

4.7 Organizational and Shared Membership. If a Lot is owned by more than one Person, all Co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Article 6 and in the Bylaws, and all such Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. Where the Owner is a corporation, partnership, or other organization, it shall designate in writing to the Secretary of the Association, a single individual who shall be authorized to accept and give notices, vote, and otherwise act as the Member.

4.8 Transfer. The membership held by any Owner shall automatically be transferred with any change in the ownership interest required for membership, but may not otherwise be transferred, pledged, or alienated in any way.

5. ASSOCIATION; RIGHTS AND OBLIGATIONS

5.1 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or which may be reasonably implied from, or reasonably necessary to effectuate, any such right or privilege.

5.2 Rules. The Association, through its Board, may make, modify, and enforce reasonable rules governing the maintenance and use of the Common Areas, consistent with the rights and duties established by this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting of the Association by Owners holding a majority of the total Class A votes and by the Class B Member.

5.3 Indemnification. The Association, to the fullest extent allowed by law, shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred by, or imposed upon such officer, director, or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, except for their own individual misfeasance, malfeasance, misconduct, or bad faith, and shall have no personal liability to third parties with respect to any contract or other commitment made or action taken by them in good faith on behalf of the Association. The Association shall indemnify and hold each such officer, director, and committee member harmless against all liability to others on account of any such contract, commitment, or

action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

5.4 Enforcement. The Association may impose sanctions for violations of this Declaration, the Bylaws, or rules, including, without limitation, reasonable monetary fines, and suspension of voting rights. In addition, the Association may exercise self-help remedies to cure violations of the Bylaws and may suspend any services it provides to the Lot of any Owner thirty (30) days or more delinquent in paying any assessment or other charge due to the Association. The Board may seek relief in any court. Board actions to impose or seek sanctions shall be governed by the Bylaws.

5.5 Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Areas, the Tree Tract, the monument signs, and the mailboxes, and shall keep them in good order and repair, under the terms and conditions of this Declaration, all in compliance with all applicable laws, rules, regulations, and agreements.

5.6 Dedication of Common Areas. The Association, by Board resolution, may dedicate portions of the Common Areas to any local, state, or federal government entity.

5.7 No Partition. The Common Areas shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all of the Property and all holders of Mortgages encumbering any portion of the Properties.

5.8 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property reasonably necessary for the management, control, maintenance, and repair of the Common Areas. Declarant shall convey to the Association the monument signs and mailboxes and the Common Areas, and such property shall be accepted and thereafter maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveyance.

6. MEMBERS' VOTING RIGHTS

6.1 Voting Rights General. After the end of the Class B Control Period, all Members shall have voting rights based on the class of membership. The Association shall have two (2) classes of membership, Class A and Class B.

6.2 Class A Members. Class A Members shall be all Owners except the Class B Member, if any. After the end of the Class B Control Period, each Class A Member shall have the number of votes assigned to the Lot(s) it owns under the formula set out in Exhibit B. The Owner may assign some or all of its voting rights to the lessee of a Lot, by written proxy filed with the Secretary of the Association in accordance with the Bylaws.

6.3 Class B Member. The sole Class B Member shall be the Declarant. During the Class B Control Period, the Declarant shall have the right to appoint and remove all members of the Board. The Class B membership shall terminate and convert to Class A membership upon the expiration of the Class B Control Period. The Class B Control Period shall terminate upon the first to occur of the following:

- (a) When five (5) Lots have been conveyed to Persons other than Declarant or affiliates of Declarant;
- (b) Twenty (20) years after the recording of the Declaration; or,
- (c) When, in its discretion, the Class B Member so determines.

6.4 Shared Ownerships. When more than one Person owns a Lot, the votes for such Lot shall be exercised as such Co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Lot's votes shall be suspended if more than one Person seeks to exercise them.

6.5 Voting Procedures. Votes may be cast in a meeting in person, by mail, or by proxy, by written consents, or by a combination of votes and consents. All procedures for voting, granting of proxies, assigning voting rights, and use of written consents shall be established in the Bylaws.

6.6 Suspension of Voting Rights. The voting rights for any Lot shall automatically be suspended during any period in which assessments against the Lot are delinquent. The Board shall have the right to suspend the voting rights of any Lot during any period in which there is a material violation of the Declaration with respect to that Lot.

7. ASSESSMENTS

7.1 Agreement to Pay. There are hereby created two (2) types of assessments for Association expenses: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; and (b) Special Assessments as described in Section 7.4. Each Owner, by acceptance of a deed or recording of a contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments as levied from time to time by the Association. No Owner may exempt itself from liability for assessments by nonuse of Common Areas, abandonment of its Lots or any other means. The obligation to pay assessments is a separate and independent covenant of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed for any alleged failure of the Association to take any action required of it or for inconvenience or discomfort arising from repairs or improvements or other actions taken by it.

7.2 Base Assessment. The Base Assessment shall be levied against each Lot and its Owner in accordance with Exhibit B, in aggregate amounts reasonably expected to produce income equaling the total budgeted Common Expenses of the Association for the forthcoming year. In determining assessments, the Board may consider other sources of funds.

7.3 Capital Improvement Assessments. The Board shall annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in Base Assessments capital contributions in amounts sufficient to meet these projected needs.

7.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover expenses greater or different than those budgeted. Special Assessments may be levied against the entire membership for Common Expenses, or, in the event of loss caused by an Owner's negligent or willful misconduct, against the responsible Owner(s) and Lot(s) under Section 11.1. The Association may levy Special Assessments against any Lot from which a discharge of hazardous waste has occurred to cover costs incurred by the Association. The Special Assessment for hazardous waste discharge may include the costs of clean up, monitoring, experts and attorneys' fees incurred by the Association. Except as otherwise specifically provided in this Declaration, Special Assessments must be approved by the affirmative vote or written consent of Owners holding at least a majority of the total votes, and consent of the Class B Member, if any. Special Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.5 Assessment Allocation. All assessments shall be levied in accordance with the formula set forth in Exhibit B.

7.6 Declarant's Obligation for Assessments. During the Class B Control Period, Declarant may elect annually to pay the Association either: (a) regular assessments on all of its unsold Lots; or (b) the difference between the amount of assessments against all other Lots and the necessary expenditures of the Association during the fiscal year. Unless Declarant otherwise notifies the Board at least sixty (60) days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as the preceding fiscal year. Declarant's obligations hereunder may be satisfied in cash, by "in kind" contributions of services or materials, or by a combination of these. In addition, Declarant may, but is not obligated to, reduce the Base Assessments by paying a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. Payment of any subsidy shall not obligate Declarant to continue subsidies in the future.

7.7 Approval of Assessments. The Board shall send to each Owner a copy of the budget and notice of the amount of the Base Assessment against such Owner's Lot before the annual meeting on or around the last Wednesday of April. The budget and assessment shall be effective unless disapproved at a meeting by a vote of the Owners holding at least sixty-seven percent (67%) of the total Class A votes in the Association and by the Class B Member, if any. There shall be no obligation to call a meeting to consider the budget unless a petition of the Owners, as provided for special meetings in the Bylaws, is presented to the Board within ten (10) working days after delivery of the notice of assessments. If a proposed budget is disapproved or the Board fails to determine the

budget for any year, until a budget is determined, the budget for the preceding fiscal year shall continue.

7.8 Commencement Date for Assessments. Assessments shall be paid in the manner and by dates fixed by the Board. The Board will require that assessments be paid annually. Unless the Board otherwise provides, the base assessments shall be due on the first of the month following approval of the assessments. If an Owner is delinquent in paying any assessment or charges levied on its lot, the Board may require that all assessments and charges be paid immediately.

7.9 Collection of Assessments. Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment of assessments in installments. Unless the Board otherwise provides, the Base Assessment shall be due in advance on the first day of each fiscal year. If an Owner is delinquent in paying any assessments or charges levied on its Lot, the Board may require all unpaid installments to be paid immediately.

7.10 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver assessment notices shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the prior year until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively.

7.11 Exempt Property. All Common Areas are exempt from payment of Base Assessments and Special Assessments.

8. ENFORCEMENT OF ASSESSMENT LIENS

8.1 Delinquency/Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent assessments, interest, late charges, and costs of collection (including attorneys' fees) with respect to such Lot. Each such assessment, with interest, late charges, costs of collection, including reasonable attorneys' fees, also shall be the personal obligation of the Person who was Owner of such Lot at the time the assessment arose. If title to a Lot is transferred, the grantee shall be jointly and severally liable for assessments and charges due at the time of conveyance, except that a first mortgagee who obtains title to a Lot by exercising rights under the Mortgage shall not be liable for previously accrued assessments and related charges. Such lien shall be prior and superior to all other liens except: (a) the liens for taxes and governmental assessments which by law are superior, and (b) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as a Mortgage. The Association may sue to recover a money judgment for unpaid assessments and related charges, including attorneys' fees, without foreclosing or waiving the lien securing the same.

8.2 Foreclosure Sale. The Association may bid for a Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. When a Lot is owned by the Association

following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any assessments thereafter becoming due. Where the mortgagee holding a first Mortgage of record or other purchaser of a Lot obtain title pursuant to foreclosure of the Mortgage, it shall not be liable for the share of the assessments which became due prior to such acquisition of title. Such unpaid share of assessments shall be deemed to be Common Expenses collectible from Owners of all Lots, including such acquirer, its successors, and assigns.

8.3 Curing Defaults. On request of the Owner, after payment of all amounts due or other satisfaction of assessment liens, the Association shall record an appropriate release of the lien. The Association shall, on request, furnish to any Owner a written certificate setting forth whether assessments have been paid for any particular Lot, on advance payment of a reasonable processing fee as set by the Board.

8.4 Reallocation of Delinquent Assessments. To the extent the aggregate amount of uncollected delinquent assessments and collection costs exceeds the amounts budgeted for those purposes in any fiscal year, the Board shall make appropriate reductions in budgeted expenditures or levy supplemental assessments to maintain a balanced budget.

9. MAINTENANCE

9.1 Association's Responsibilities. Except as otherwise provided herein, the Association shall maintain and keep in good repair the Common Areas, which shall include, but need not be limited to the Tree Tract, all ponds, stormwater systems, and wetlands within the Property which serve as part of the drainage and stormwater retention system for the Property, including any retaining walls, bulkheads, and dams retaining water in them, and any pipes, pumps, conduits and similar equipment installed in or used in connection with them. The Association shall be relieved of its responsibilities under this Section to the extent they are assumed by any local, state, or federal governmental agency or any private utility, except that the Association may provide any additional maintenance for the Common Areas if the Board determines that such additional maintenance is necessary or desirable.

9.2 Owner's Responsibilities. Each Owner, at its own expense, shall have the following responsibilities:

(a) All Lots subject to these protective covenants shall be used only for light industrial purposes. All Lots are restricted exclusively to this nonresidential use.

(b) No activity shall be engaged in on any Lot which is or may become an annoyance or nuisance to the surrounding Owners.

(c) No Lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste, including cardboard, shall be kept in appropriate sanitary containers for

proper disposal and out of public view. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets or any Lots or Common Areas.

(d) Each Lot and the landscaping of each Lot shall be maintained. Landscaping shall be maintained to the minimum City of Tumwater standard applicable to the Lot at the time of construction of any building on that Lot. Plant materials will be watered and replaced if dead. The street-side of the main entrance for each Lot must be landscaped.

(e) No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any Lot or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" as reasonably determined by the Board.

(f) No noxious or offensive activity shall be carried on within any Lot, nor shall anything be done or placed upon any Lot which interferes with or jeopardizes any Owner's use and enjoyment of their Lot.

(g) No vehicles may be parked on the streets for a period exceeding twenty-four (24) hours in any one-month period. All Lots must provide parking for its activities for employees and visitors.

(h) Each Lot shall be responsible for the management of stormwater on its respective Lot.

(i) Common areas as identified as Tracts A and B on the recorded I-5 Commerce plat containing stormwater management facilities shall be maintained by the I-5 Commerce Lot Owner's Association. Additionally, Tract C which is open space, shall be maintained by the I-5 Commerce Lot Owner's Association.

9.3 Public Utilities and Public Facilities. The Association has no obligation to maintain, replace or restore any public utilities or public facilities located within the Property but not owned by the Association.

10. EASEMENTS

10.1 Common Areas. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas, subject to:

(a) this Declaration, any other applicable covenants, and the terms of any deed conveying such property to the Association;

(b) the right of the Board to adopt rules regulating use of the Common Areas;

(c) the right of the Association to transfer all or part of the Common Areas to governmental entities under Section 5.6; and,

(d) the right of the Association to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or obligations incurred.

(e) Any Owner may extend such Owner's right of use and enjoyment to its tenants, employees, guests, and business invitees, subject to rules of the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee.

10.2 Declarant Easements. Declarant reserves for itself, the Association and their respective successors and designees the nonexclusive right and easement, but not the obligation, to enter the Common Areas to fulfill their maintenance responsibilities under this Declaration, including but not limited to those maintenance responsibilities related to the Tree Tract, ponds, stormwater systems, wetlands, mailboxes and monument signs). Declarant, the Association, and their designees shall have an access easement over and across any of the Property and the Common Areas to the extent reasonably necessary to exercise their rights and fulfill their responsibilities under this Section. All Persons exercising these easements shall use reasonable care in, and repair any damage resulting from, such activities.

10.3 Monument Signs. There is reserved to the Association an easement for the installation, maintenance, repair and replacement of the monument sign(s) denoting the business park name, if any, installed by Declarant.

11. INSURANCE AND CASUALTY LOSSES

11.1 Association Insurance. The Association shall obtain blanket "Special Form" property insurance, if reasonably available, for all insurable improvements on the Common Areas. The face amount of the policy shall be sufficient to cover the full replacement cost of insured structures.

The Board also shall obtain a commercial general liability policy covering the Common Areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, and any of its Members, its employees, agents, or contractors acting on its behalf, which liability policy shall have at least a Two Million Dollars (\$2,000,000) combined single limit per occurrence and a \$3,000,000 aggregate.

Premiums for all insurance shall be Common Expenses included in the Base Assessment.

The policies may contain reasonable deductibles, which shall be disregarded in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as premiums for the applicable insurance. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss resulted from negligence or willful misconduct of one or more Owners, the Board may assess the full amount of such deductible against such Owners and their Lots under Section 7.4.

All insurance coverage obtained by the Board on behalf of the Association shall:

(a) Be written with a company authorized to do business in Washington;

(b) Be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(c) Vest in the Board exclusive authority to negotiate with insurance carriers regarding loss settlement negotiations;

(d) Provide that it will not be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees;

(e) If for property insurance, have inflation guard endorsements, if reasonably available, and if containing a co-insurance clause, in an agreed amount endorsement, if reasonably available; and,

(f) Provide for a certificate of insurance to be furnished to the Association. A copy of such certificate shall be provided by the Association to any Member upon request.

The Association shall arrange for an annual review of the insurance coverage by one or more qualified persons.

The Board shall use reasonable efforts to secure insurance policies that provide endorsements:

(a) waiving subrogation as to any claims against the Association's Board, officers, employees, and manager, the Owners and occupants of Lots and their respective employees, servants, agents and guests;

(b) excluding individual Owners' policies from consideration under any "other insurance" clause; and,

(c) providing that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or nonrenewal and at least ten (10) days' notice of any nonpayment.

The Board also shall obtain, as a Common Expense, worker's compensation, and employer's liability insurance, if and to the extent required by law, and such other insurance as it deems necessary or advisable.

11.2 Owners Insurance. By taking title to a Lot subject to this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any Lot and covenants and agrees with all other Owners and with the Association that it will be solely responsible for any property insurance for its Lot and structures constructed thereon and for any liability policy covering damage or injury occurring on a Lot.

11.3 Damage and Destruction.

(a) Immediately after damage to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board or its agent shall file all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition existing prior to the damage, with any changes needed to comply with applicable codes.

(b) Any damage to the Common Areas shall be repaired or reconstructed unless the Owners holding at least seventy-five percent (75%) of the total Class A votes in the Association, and the Class B Member, if any, decide within sixty (60) days after the loss to construct alternative improvements, acceptable to the City of Tumwater.

If either the insurance proceeds or reliable, detailed estimates of the cost of repair or reconstruction are not available to the Association within the sixty (60) day period, then the period may be extended for not more than sixty (60) additional days.

11.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying for repair or reconstruction or, if no repair or reconstruction is made, after settlement as is necessary and appropriate, shall be retained by the Association and placed in a capital improvements account.

11.5 Repair and Reconstruction. If insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Common Areas, the Board may, during and following the completion of any repair or reconstruction and without membership approval, levy Special Assessments to pay for such repair or reconstruction against the Owners in accordance with the assessment formula provided in Exhibit B.

12. CONDEMNATION OF COMMON AREAS

12.1 Owner's Rights. Whenever any part of the Common Areas shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Areas under threat of condemnation only if approved in writing by Owners holding at least sixty-seven percent (67%) of the total Class A votes in the Association and Declarant, as long as Declarant owns any property described on Exhibit A.

12.2 Award Distribution. The award made for such taking or conveyance shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Areas to the extent practicable, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property described in Exhibit A, and Owners holding at least sixty-seven percent (67%) of the total Class A votes of the Association otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The

provisions in Article 11 regarding the disbursement of funds for the repair of casualty damage shall apply.

13. GENERAL PROVISIONS

13.1 Term. This Declaration shall run with and bind the Properties and shall inure to the benefit of and shall be enforceable by the Declarant, the Association and the Owners, their respective representatives, heirs, successors, and assigns, perpetually, to the extent allowed by law.

13.2 Amendment. Unless otherwise indicated, all references to documents also include such amendments made thereto from time to time.

(a) By Declarant. Until termination of the Class B membership, Declarant may unilaterally amend this Declaration if such amendment is necessary to: (i) bring any provision into compliance with any applicable government statute or regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) enable any institution or government agency to make or purchase mortgage loans on the Lots; (iv) enable any government agency or reputable private insurance company to insure or guarantee mortgage loans on the Lots; or, (v) otherwise satisfy the requirements of any governmental agency or governmental regulations. However, any such amendment shall not adversely affect the title to any Lot without written consent of its Owner. So long as Declarant owns property described in Exhibit A as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any substantive right of any Owner and does not adversely affect the title to any Lot without written consent of its Owner.

(b) By Owners. This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of Owners holding at least sixty-seven (67%) percent of the total Class A votes in the Association and, so long as Declarant owns any property described in Exhibit A, with written consent of Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments must be recorded in the public records of Thurston County, Washington.

No amendment may remove, revoke, or modify any right or privilege of Declarant without written consent of Declarant.

No amendment may remove, revoke, modify, or create inconsistency with the Association's obligation to manage Habitat Setaside Areas.

13.3 Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

13.4 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against

perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

13.5 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Owners holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association, except for actions brought by the Association to: (a) enforce this Declaration; (b) impose and collect assessments under Article 7; (c) challenge tax assessments and other matters relating to taxes for which the Association may be liable; and, (d) counterclaims by the Association in proceedings instituted against it.

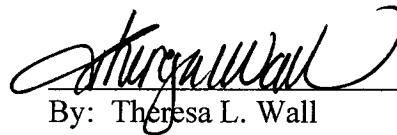
13.6 Use of Words "I-5 COMMERCE". No Person shall use the words "I-5 COMMERCE" or any derivative thereof in any printed or promotional material without prior written consent of Declarant. However, Owners may use the words "I-5 COMMERCE" in printed or promotional matter where such words are used solely to specify that particular property is located within "I-5 COMMERCE."

13.7 Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to a Lot shall give the Board at least seven (7) days' prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate.

13.8 Washington Uniform Common Interest Ownership Act. I-5 COMMERCE is a plat community in which all Lots are restricted to nonresidential use. In accordance with RCW 64.90.100, I-5 COMMERCE shall not be subject to the Washington Uniform Common Interest Ownership Act.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 27 day of July, 2022.

KAUFMAN REAL ESTATE LLC

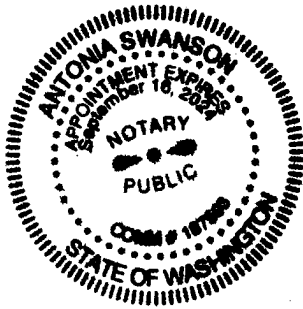


By: Theresa L. Wall
Its: President

STATE OF WASHINGTON)
) ss.
 County of Thurston)

On this 27th day of July, 2022, before me personally appeared Theresa L. Wall, to me known to be the President of Kaufman Real Estate LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



A. Swanson

Print Name: Antonia Swanson
 NOTARY PUBLIC in and for the State of
 Washington, residing at Olympia, WA
 Commission expires: 9/16/24

for clarity Notary Expires September 16,
 2024. Commission 187693

EXHIBIT A**Legal Description****PARCEL A:**

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C. AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 38° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821155.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821153.

PARCEL C:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET; THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821154 IN THURSTON COUNTY, WASHINGTON.

EXHIBIT B**Formula for Assessments**

1. **General.** Each Lot shall have the obligation to pay assessments based on the pro rata percentage assigned to that Lot.

2. **Assessments.** The Board of Directors shall establish an annual budget and assessment. The annual notice of assessment for each Lot (including a summary of the computations) shall be sent to each Owner for payment.

Lot	Area (SF)	Pro Rata Percentage	Vote
Lot 1	45,554	3.36%	1
Lot 2	44,271	3.26%	1
Lot 3	61,347	4.52%	1
Lot 4	96,577	7.11%	1
Lot 5	104,355	7.69%	1
Lot 6	112,420	8.28%	1
Lot 7	117,626	8.66%	1
Lot 8	138,540	10.21%	1
Lot 9	200,895	14.80%	1
Lot 10	128,559	9.47%	1
Lot 11	116,237	8.56%	1
Lot 12	191,156	14.08%	1
Total Lots	1,357,537	100.00%	
Tract A	31,043		
Tract B	50,603		
Tract C	104,273		
Tract D	98,760		

Total Tracts	<hr/>
	284,446.8

3. **Change of Area of Lot.** In the event of a boundary line adjustment, the pro rata percentages set forth above will be adjusted to reflect the areas and percentages of the affected Lots upon completion of the boundary line adjustment. In the event of a Lot consolidation, the area and pro rata percentage may be combined but consolidated Lots shall be entitled to the number of votes set forth above.

CITY OF TUMWATER
PUBLIC WORKS DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DOCUMENT TITLE(S)

Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

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

Kaufman Real Estate, LLC

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

City of Tumwater

LEGAL DESCRIPTION

Parcel Number 12716340102: Section 16 Township 17 Range 2W Quarter SE SW THE E 100 FT OF THE S 375 FT OF THE SE QTR OF THE SW QTR; EXC THEREFROM THAT PTN CONVEYED TO THE SOW FOR LATHROP RD INTERCHANGE BY INSTRUMENT REC

Parcel Number 12716340100: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BEG AT THE SE COR OF SD SUBDIV; TH W ALG THE S LN OF SD SE QTR OF THE SW QTR 100 FT TO THE TPOB; TH CONT W 140 FT, M/L, TO THE E LN

Parcel Number 12716420000:

16-17-2W NW-SE/W2 SW-SE LESS 21.44A H&W LESS 2.20A

Parcel Number 12716340101: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BAAP ON THE S LN OF SD SEC 16, 2299.3 FT E OF IT SW COR; RUNN TH E ALG SD S LN 88.43 FT; TH N 375 FT; TH E 240 FT, M/L, TO THE E LN OF SD

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

12716340102, 12716340100, 12716420000, 12716340101



**AGREEMENT TO MAINTAIN
STORM WATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN THE CITY OF TUMWATER AND
Kaufman Real Estate, LLC,
AND ITS HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")**

The upkeep and maintenance of storm water facilities and the implementation of pollution source control best management practices (BMPs) are essential to the protection of water resources in the CITY OF TUMWATER. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided by Tumwater Municipal Code.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A"

RECITALS:

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "PROPERTY"; and

WHEREAS, in connection with the OWNER'S proposed development of the PROPERTY, the CITY OF TUMWATER has required and OWNER has agreed to construct storm water facilities and to implement a pollution source control plan. The storm water facilities and pollution source control plan were prepared by Hatton Godat Pantier, Inc. for the OWNER'S PROPERTY and is on file with CITY OF TUMWATER; and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and storm water facilities on the PROPERTY, in order to further the goals of the CITY OF TUMWATER to ensure the protection and enhancement of Tumwater's water resources, CITY OF TUMWATER and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the storm water facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2018 Drainage Design and Erosion Control Manual.
- (2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2018 Drainage Design and Erosion Control Manual.

- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by CITY OF TUMWATER at 7711 Martin Way E. during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Item (1) above shall be inspected as specified in the instructions or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Item (2) above and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to CITY OF TUMWATER regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15th of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - (b) Time period covered by the report.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book with any additional explanation needed shall normally suffice. For any activities conducted by paid parties not affiliated with OWNER, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item (4) above and shall be approved by the CITY OF TUMWATER. Modifications to the storm water quantity control and storm water quality system must be approved in advance by CITY OF TUMWATER and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

- (1) Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, as CITY OF TUMWATER time and resources permit and at no charge to OWNER.

- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.
- (3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

- (1) If the CITY OF TUMWATER determines that maintenance or repair work is required to be done to the storm water facility existing on the OWNER'S PROPERTY, CITY OF TUMWATER shall give OWNER, and the person or agent in control of said PROPERTY if different, notice of the specific maintenance and/or repair required. CITY OF TUMWATER shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by CITY OF TUMWATER, written notice will be sent to the persons who were given notice stating CITY OF TUMWATER'S intention to perform such maintenance and bill the OWNER for all incurred expenses. CITY OF TUMWATER may also adjust storm water utility charges if required maintenance is not performed.
- (2) If at any time CITY OF TUMWATER determines that the existing system creates any imminent threat to public health, welfare or water quality CITY OF TUMWATER may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other responsibilities shall remain in effect.
- (3) OWNER grants unrestricted authority to CITY OF TUMWATER for access to any and all storm water system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and/or (2).
- (4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the storm water facility. Such responsibility shall include reimbursement to CITY OF TUMWATER within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by CITY OF TUMWATER will be borne by the OWNER.
- (5) OWNER hereby grants to the CITY OF TUMWATER a lien against the above-described PROPERTY in an amount equal to the cost incurred by CITY OF TUMWATER to perform the maintenance or repair work described herein, including interest and fees described in Remedies (4), above.

This Agreement is intended to protect the value and desirability of the real PROPERTY described above and to benefit all the citizens of the CITY OF TUMWATER. It shall run with the land, and touch and concern the land, and be binding on all parties having or acquiring from OWNER or their successors any right, title, or interest in the

PROPERTY or any part thereof, as well as their title, or interest in the PROPERTY or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said PROPERTY or any part thereof, or interest therein, and to the benefit of all citizens of the CITY OF TUMWATER.

Dated at Tumwater, Washington, this 6th day of September, 2021.

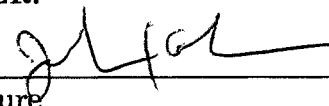
OWNER:

Signature

Name:

Title:

Address:


John Kaufman
Vice President
7923 Sweet Land Tumwater
WA 98561

State of Washington)

)ss

County of

Thurston

I certify that I know or have satisfactory evidence that John Kaufman 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 Vice President of Kaufman Real Estate, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

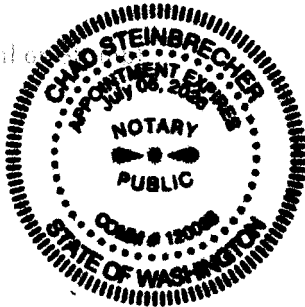
Dated: 9-6-2021

(Signature)

Notary Public in and for the State of Washington.

My appointment expires 7-5-2026.

(Seal)



For Clarity expiration date
 July 5, 2026, Commission
 # 120038

CITY OF TUMWATER:

APPROVED as to form only:

Designed by:

Karen Kirkpatrick

City Attorney

ACCEPTED BY:



Water Resources & Sustainability Director

For Clarity:

9C2747F30AD6419

EXHIBIT A
I-5 COMMERCE PLACE
13-051
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD.

PARCEL C:

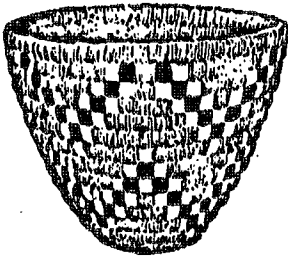
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY

DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET, THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOW AS LATHROP ROAD, IN THURSTON COUNTY, WASHINGTON.



CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Resolution No. 2024-090

Of the Confederated Tribes of the Chehalis Reservation

RE: Approving the Memorandum of Understanding by and between the Tribe and the City of Tumwater with respect to the Kaufman property, a copy of which is attached hereto and made a part hereof (the "MOU").

Whereas: The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

Whereas: The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and

Whereas: The Tribe has jurisdiction over the Reservation and all trust lands in Indian Country; and

Whereas: As a condition of closing the purchase of the Kaufman property at Exit 99, the Tribe has negotiated the MOU;

Whereas: The City of Tumwater has approved the terms of the MOU and authorized its execution;

Now Therefore Let It Be Resolved: That the Business Committee of the Chehalis Tribe does hereby approve the MOU and authorizes the Chairman, the Tribal Secretary and Lead Counsel to sign the same.

Certification: This Resolution, Number 2024-090, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on July 20th, 2024, at which a quorum was present. The vote being 3 For, 0 Against, with 0 Abstentions and with the Chairman not voting.

Signed:

Dustin Klatush
Chairman

Attested:

Charlotte Lopez
Secretary



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION
RELATED TO PROPERTY
LOCATED ON 93rd AVENUE SW
IN TUMWATER, WASHINGTON**

THIS AGREEMENT is made and entered into by the CITY OF TUMWATER, a municipal corporation of the State of Washington, ("City") and the CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION, a federally recognized Indian tribe ("Tribe").

WHEREAS, Tribe is purchasing Property at Exit 99 of I-5 located on 93rd Avenue SW in Tumwater (the Legal Description of the Property is attached hereto and made a part hereof as Exhibit A).

WHEREAS, Property is subject to a recorded Plat #4952603, I-5 Commerce Place Plat, which Plat is attached hereto and made a part hereof as Exhibit B (the "Plat").

WHEREAS, as part of the platting process, the plat proponent established a road, Legacy Court SW, which road is now owned by the City.

WHEREAS, at the closing for the Property, Seller intends to terminate the previously approved Commercial Association Covenants, Conditions and Restrictions recorded with the Property.

WHEREAS, simultaneously with the closing of the purchase of the Property, the Tribe intends to seek a plat vacation.

WHEREAS, it is the intention of the Tribe to place the Property in trust and assume jurisdiction.

WHEREAS, the parties hereto wish to enter into an agreement protecting the interests of the Tribe and the City with respect to the issues addressed in this Agreement.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and

facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

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

1. Purpose/Objective

The purpose of this Agreement is to set forth the obligations and expectations of the parties related to purchase and development of the Property by the Tribe.

2. Responsibilities

The parties shall cooperate with each other and take all steps necessary and reasonable to accomplish their respective responsibilities under this Agreement in a timely manner.

A. Responsibilities of the City shall be as follows:

- i. Upon receipt of a complete application for a Plat Vacation, including all required submittal documents and payment of all fees, the City will promptly begin its review of the application and schedule the hearing examiner meeting. Application submittal requirements are addressed in TMC Title 17, The plat vacation process is more specifically addressed in TMC 17.26.
- ii. The City agrees to cooperate with the Tribe in reviewing requests for relocation of Legacy Court SW and any and all utilities and easements.

- iii. The City agrees to cooperate with the Tribe to identify transportation infrastructure level of service (LOS) deficiencies and solutions within the area related to and concurrent with future development by the Tribe, particularly along 93rd Avenue. The City agrees to conduct an Interchange Study in which the Tribe will participate as a stakeholder, and the City will review and evaluate traffic impact assessments prepared by the Tribe as a component of any proposed development. The City agrees to cooperate with the Tribe to enter into separate agreements for administration and funding of the projects needed to address transportation infrastructure LOS deficiencies prior to generation of new traffic associated with development by the Tribe on the Property.
- iv. The City agrees to cooperate with the Tribe to modify or extinguish the Stormwater Maintenance Agreement, attached hereto as Exhibit C and incorporated herein. Based on whether there continues to be a need for public use of the facilities after purchase of the Property, the parties shall consult to determine if a new agreement is necessary.

B. Responsibilities of the Tribe shall be as follows:

The Tribe shall take all necessary steps to vacate the Plat and road within the Plat commencing by filing a complete Application for Vacation with City in accordance with TMC 17.26.060 and RCW 58.17.212 including submitting all required submittal documents and fees. The Tribe shall participate in all hearings required as a part of the vacation process and shall be responsible for all costs associated with plat vacation review and document recording.

- i. Upon vacation of the Plat, the Tribe shall own Legacy Court SW. The Tribe shall have sole responsibility for ownership and maintenance of Legacy Court SW and shall hold the City harmless from all cost, loss, expense and damage arising out of or in connection with the Tribe's ownership of Legacy Court SW.

- ii. After consultation with and approval by the City, the Tribe may move the location of Legacy Court SW and any attendant sewer, water or other utility facilities within or adjacent to Legacy Court SW provided the Tribe moves the road in such a manner as will not result in an approach closer to the I-5 interchange or cut off the ability of adjacent landowners, upon the payment by customer to City of any applicable fees, to access the sewer and water infrastructure at the boundary of the Property. Relocation of the road and any utility facilities shall be coordinated with the City and appropriate State agencies, as necessary for approval of any water system modification, and shall be at the Tribe's sole expense.
- iii. The Tribe acknowledges the easements recorded as part of the Plat are binding upon the Tribe and run with the land. The Tribe will consult with the City should it intend to move any of the easements from their current location to an alternate location on the Property. If the appurtenances are relocated, they shall be relocated in such manner as to allow adjacent property owners the ability to extend utilities to their properties. Any relocation of utilities shall be at the sole expense of the Tribe and new easements shall be granted for the benefit of the City and recorded on the property with Thurston County. The Tribe shall grant the City one or more new utility easements, in a form approved by the City, to access, inspect, design, construct, reconstruct, operate, maintain, repair, replace, remove, grade, excavate, and enlarge all utility facilities including water main and sanitary sewer lines and all appurtenances thereto.
- iv. Notwithstanding anything herein to the contrary, the Tribe acknowledges that, in order to vacate Legacy Court SW, City ordinances require the property owner to pay the City fifty percent (50%) of the appraised value of the road. The City and Tribe shall mutually agree upon an MAI appraiser to appraise the value of Legacy Court SW. All costs of the appraisal shall be the responsibility of the Tribe.

In lieu of monetary compensation, the parties agree that the Tribe may satisfy this obligation by dedicating to the City for street or other municipal purposes real property useful for

the intended purpose where the property has a fair market value at least equal to the amount of monetary compensation that would otherwise be required.

- v. Upon vacation of the Plat, the Tribe acknowledges and agrees to the following:
 - a. The Tribe will permanently maintain the current wetland buffer which exists on the Property. Notwithstanding the foregoing, treed areas outside of the wetland buffer are not guaranteed to remain intact.
 - b. The Tribe will consult with the City prior to any development proposed to encroach on the City's Wellhead Protection Areas, depicted on Exhibit D attached hereto and made a part hereof, and the Tribe will not permit any land uses prohibited by the City within the applicable Wellhead Protection Areas.
 - c. Upon purchase of the Property, the Tribe shall own all stormwater facilities on the Property. The Tribe shall have sole responsibility for ownership and maintenance of all stormwater facilities and shall hold the City harmless from all cost, loss, expense and damage arising out of or in connection with the Tribe's ownership and maintenance of the stormwater facilities. The parties acknowledge that the stormwater retention features of the Plat may be changed by the Tribe to meet with any of the Tribe's development plans. Notwithstanding the foregoing, the parties shall cooperate to determine if the Stormwater Maintenance Agreement should be modified or extinguished.
- vi. The Tribe agrees to address public roadway safety and concurrency issues that arise from the Tribe's development of the Property if it creates traffic levels greater than those from the originally planned Kaufman development. The Tribe agrees to cooperate with the City to identify and address transportation infrastructure level of service (LOS) deficiencies within the area related to and concurrent with

future development by the Tribe, particularly along 93rd Avenue. The Tribe will participate as a stakeholder in an Interchange Study conducted by the City. The Tribe will complete a traffic impact assessment as a component of any proposed development and provide to the City for review. The Tribe agrees to enter into separate agreements for administration and funding of the projects needed to address transportation infrastructure LOS deficiencies prior to generation of new traffic associated with development by the Tribe on the Property.

3. Future Agreements.

The parties agree to cooperate with each other and use best efforts to reach agreement on the matters contained within this Agreement including negotiating future agreements, taking the necessary steps to accomplish the matters addressed herein, and executing documents necessary to effectuate this Agreement.

Emergency services is outside the scope of this Agreement. The Parties may mutually address emergency services separately at such time as the Property is developed.

4. Public Records Requests

Each party shall be responsible for maintaining its own records and shall respond to records requests received by it directly. Each party to this Agreement recognizes that the agency receiving a public records request is responsible for determining the manner in which it deems appropriate to respond to a public records request. Additionally, each party agrees to cooperate to the fullest extent possible in providing records related to this Agreement requested by the other party in order to respond to records requests.

5. Indemnification

Each party, and its successors and assigns, shall release, indemnify, defend, and hold the other party, and its successors and assigns, harmless from and against any and all loss, costs, claims, suits, liabilities, causes of action, and expenses of any kind or nature (including reasonable attorneys' fees) arising out of, related to, or incurred by reason of its own negligence in carrying out the rights and obligations of this Agreement.

6. Joint Board

This Agreement creates no separate legal entity and no joint board. Disposition of any property owned by the Parties under this Agreement shall be as provided for in this Agreement.

7. Duration of Agreement

This Agreement shall be effective on the date of the last authorizing signature affixed hereto until July 31, 2029, unless otherwise amended or terminated in the manner described under section 12 or 8 of this Agreement.

8. Termination of Agreement

This Agreement may be terminated only by mutual written agreement of the Parties.

9. Dispute Resolution

If a dispute arises, the Party making the claim will provide the other Party written notice within thirty (30) days. The notice shall detail the matter in question. Authorized representatives of each Party shall attempt to resolve the dispute by negotiation within thirty (30) days of notification. If such negotiation is unsuccessful, the parties mutually agree to a formal dispute resolution process such as mediation, through an agreed-upon mediator experienced in Indian Law. If they cannot reach an agreement with respect to a mediator, then the Parties shall apply to Judicial Arbitration and Mediation Service (JAMS) for the appointment of a mediator. All costs for mediation services shall be divided equally between the Parties. Each Party will bear their own costs and legal fees, unless otherwise determined in mediation.

10. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought only in the Superior Court of Thurston County, Washington.

11. CONSENT TO JURISDICTION AND EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY

THE TRIBE DOES HEREBY EXPRESSLY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION IN THE COURTS OF THE STATE OF WASHINGTON AS HAVING EXCLUSIVE JURISDICTION TO HEAR, RESOLVE AND ENTER FINAL JUDGMENT ON ANY LEGAL DISPUTE BY AND BETWEEN THE PARTIES WITH RESPECT ONLY TO THIS AGREEMENT CONCERNING THE INTERPRETATION OF THIS AGREEMENT, ENFORCEMENT OF ANY OF ITS PROVISIONS, AND/OR FOR EQUITABLE RELIEF FOR ANY ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THIS AGREEMENT AND/OR FOR THE ENFORCEMENT OF ANY SUCH FINAL JUDGMENT ENTERED BY ANY COURT OF THE STATE OF WASHINGTON REGARDING SUCH MATTERS. THIS LIMITED WAIVER IS FOR THE BENEFIT OF THE CITY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

12. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the City and the Tribe, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

Any addition, deletion, or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

13. Filing

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

14. Notice

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

CITY OF TUMWATER

Attn: City Clerk
 555 Israel Road SW
 Tumwater, WA 98501

**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Chairman
 Chehalis Tribe
 420 Howanut Road
 Oakville, WA 98568

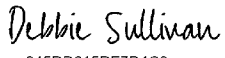
15. Authority

The parties represent that they have taken all steps necessary and have the authority to enter into this Agreement, to be bound by the Agreement, and to execute the terms of this Agreement.

16. Effective date

This Agreement is hereby entered into between the City of Tumwater and the Confederated Tribes of the Chehalis Reservation and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF TUMWATER**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Signed by:

945DD615DF7D4C0...
 Debbie Sullivan, Mayor


 Dustin Klatush, Chairman

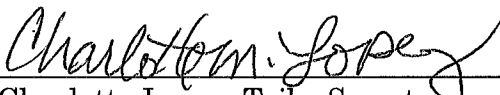
Dated: 7/31/2024

Dated: July 30, 2024

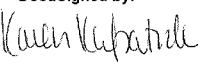
ATTEST:**ATTEST:**

DocuSigned by:

E67ECE580BA04BB...
 Melody Valiant, City Clerk


 Charlotte Lopez, Tribe Secretary

APPROVED AS TO FORM:**APPROVED AS TO FORM:**

DocuSigned by:

5011BA3DE4C345C...
 Karen Kirkpatrick, City Attorney


 Harold Chesnin, Tribal Attorney

EXHIBIT A**PARCEL A:**

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHERWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHNAGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821155.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821153.

PARCEL C:

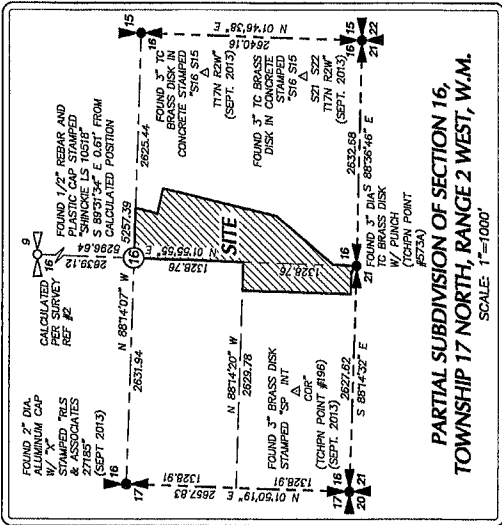
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3 FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET; THENCE EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320 FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED JULY 16, 2010 UNDER AUDITOR'S FILE NO. 4160513; ALSO EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821154. IN THURSTON COUNTY, WASHINGTON.

PLAT OF I-5 COMMERCE PLACE

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTERS OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



LINE TABLE		
NO.	BEARING	DISTANCE
1	N 88°14'30\"	61.42
2	S 89°31'16\"	100.65
3	S 89°31'16\"	100.65
4	N 88°14'30\"	61.42
5	N 88°14'30\"	61.42
6	N 88°14'30\"	61.42
7	N 88°14'30\"	61.42
8	N 88°14'30\"	61.42
9	N 88°14'30\"	61.42
10	N 88°14'30\"	61.42
11	N 88°14'30\"	61.42
12	N 88°14'30\"	61.42
13	N 88°14'30\"	61.42
14	N 88°14'30\"	61.42
15	N 88°14'30\"	61.42
16	N 88°14'30\"	61.42
17	N 88°14'30\"	61.42
18	N 88°14'30\"	61.42
19	N 88°14'30\"	61.42
20	N 88°14'30\"	61.42
21	N 88°14'30\"	61.42
22	N 88°14'30\"	61.42

CURVE TABLE		
CURVE	DELTA ANGLE	RADIUS
C1	36°55'44\"	121.44
C2	36°55'44\"	121.44
C3	36°55'44\"	121.44
C4	36°55'44\"	121.44
C5	36°55'44\"	121.44
C6	36°55'44\"	121.44
C7	36°55'44\"	121.44
C8	36°55'44\"	121.44
C9	36°55'44\"	121.44
C10	36°55'44\"	121.44
C11	36°55'44\"	121.44
C12	36°55'44\"	121.44
C13	36°55'44\"	121.44
C14	36°55'44\"	121.44
C15	36°55'44\"	121.44
C16	36°55'44\"	121.44

DESCRIPTIONS:

PARCEL A: THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: A POINT OPPOSITE HIGHWAY ENGINEER STATION NO. 10453.7 P.C., AS BEING THE POINT OF BEGINNING, THENCE S 89°31'16\"

PARCEL B: THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE WEST ALONG THE TRUE POINT OF BEGINNING, THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,967.73 FEET OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., MORE OR LESS, TO THE POINT OF BEGINNING, THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT LING WITHIN LATROOP ROAD, ALSO EXCEPT UNDER AUDITOR'S FILE NO. 4160513, ALSO EXCEPT THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NO. 4821151.

PARCEL C: THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LING WESTERLY OF TRACTS CONVEYED TO CITY OF TUMWATER BY DEED RECORDED JANUARY 28, 2021 UNDER AUDITOR'S FILE NOS. 4160513, 4160514, 4160515, 4160516, 4160517, 4160518, 4160519, 4160520, 4160521, 4160522, 4160523, 4160524, 4160525, 4160526, 4160527, 4160528, 4160529, 4160530, 4160531, 4160532, 4160533, 4160534, 4160535, 4160536, 4160537, 4160538, 4160539, 4160540, 4160541, 4160542, 4160543, 4160544, 4160545, 4160546, 4160547, 4160548, 4160549, 4160550, 4160551, 4160552, 4160553, 4160554, 4160555, 4160556, 4160557, 4160558, 4160559, 4160560, 4160561, 4160562, 4160563, 4160564, 4160565, 4160566, 4160567, 4160568, 4160569, 4160570, 4160571, 4160572, 4160573, 4160574, 4160575, 4160576, 4160577, 4160578, 4160579, 4160580, 4160581, 4160582, 4160583, 4160584, 4160585, 4160586, 4160587, 4160588, 4160589, 4160590, 4160591, 4160592, 4160593, 4160594, 4160595, 4160596, 4160597, 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PLAT OF I-5 COMMERCE PLACE
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

SHEET 3 OF

LEGEND

- FOUND AS NOTED
- SET 3/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- ③ FOUND 1/2" IRON PIPE
- ④ FOUND 2/8" REBAR AND PLASTIC CAP STAMPED "TIMBER L5 19028" ON CALCULATED LINE
- ⑤ FOUND 1/2" REBAR AND PLASTIC CAP STAMPED "SMOKE L5 13518"
- ⑥ FOUND 4"x4" CONCRETE MONUMENT
- ⑦ FOUND 4"x4" CONCRETE MONUMENT
- ⑧ FOUND 4"x4" CONCRETE MONUMENT
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- ㊿ FOUND 4"x4" CONCRETE MONUMENT

LINE TABLE		
NO.	BEARING	DISTANCE
1	S 85°33'49" W	61.42
2	S 07°45'28" W	14.63

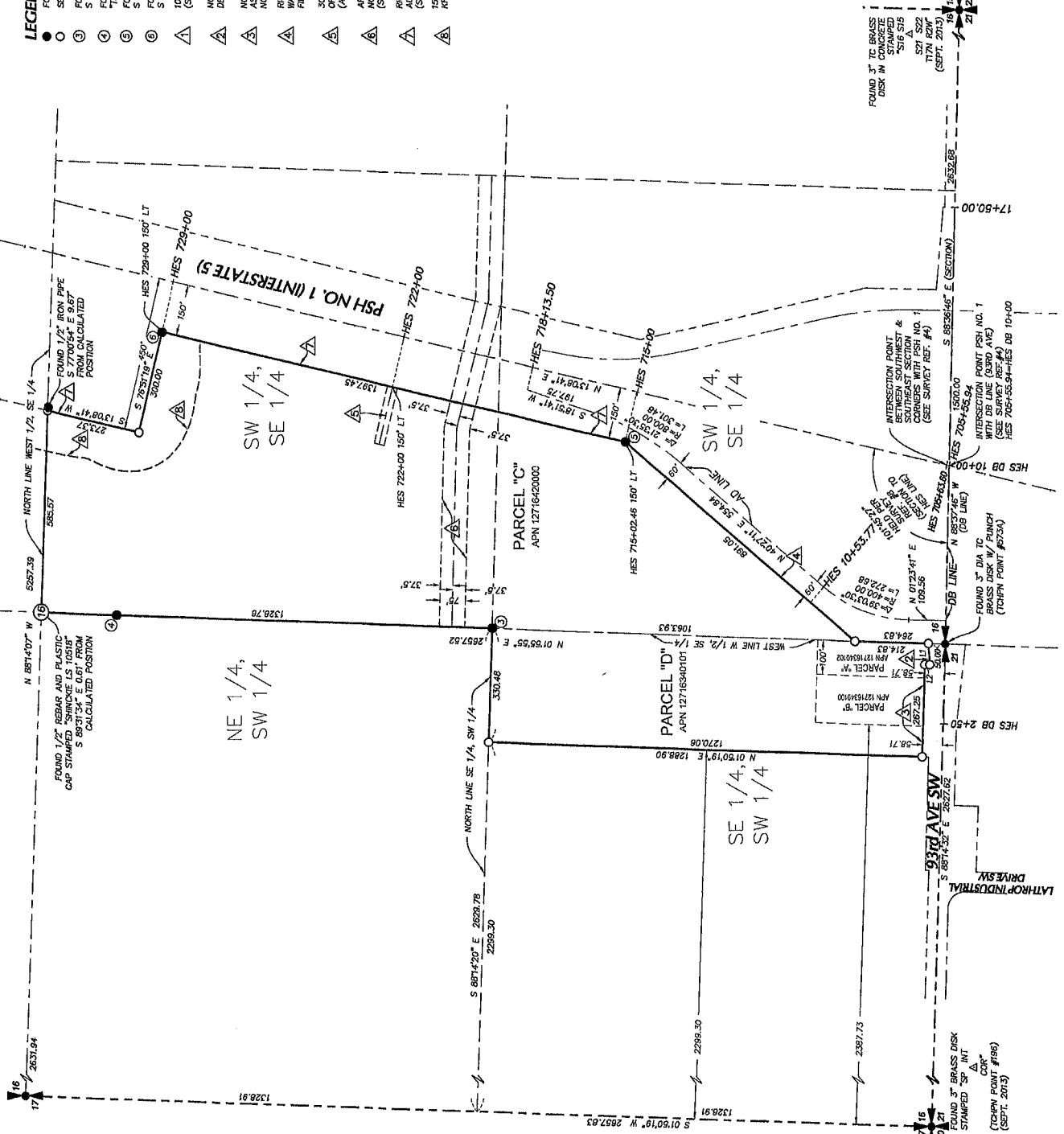
BASIS OF BEARINGS:
SOUTH 88°14'32" EAST
THURSTON COUNTY HIGH PRECISION
TOLUENE BASED ON CONTROL
POINTS #185 AND #733A

SCALE: 1"=200 FEET



HATTON GODAT
ENGINEERS
AND
SURVEYORS
3610 MARTIN WAY E. SUITE B
SEATTLE, WA 98104
TEL: 360.943.1599 FAX: 360.357.5299
hatterpantier.com

13-051

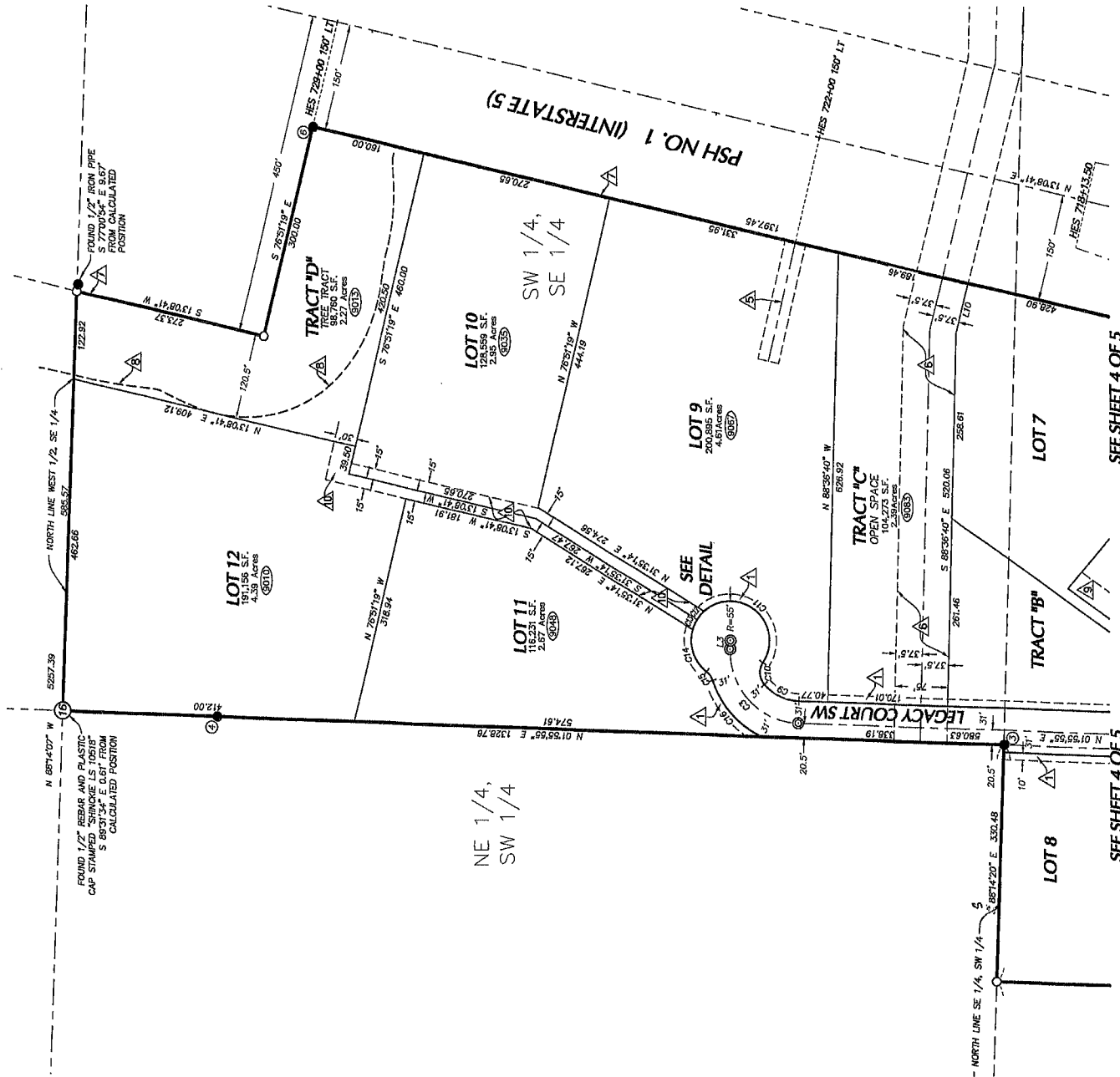


PLAT 4952603 3 of 5

SHEET 5 OF 5

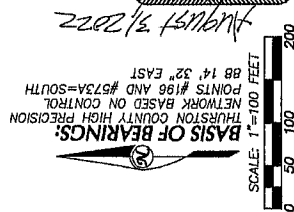
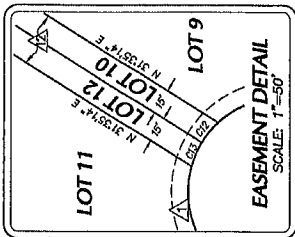
PLAT OF I-5 COMMERCE PLACE

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.



LEGEND

- FOUND AS NOTED
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "SP 28073"
- ⊙ SET CONCRETE MONUMENT WITH BRASS DISC STAMPED "28073"
- Ⓢ ADDRESS: LEGACY COURT SW, TUMWATER, WA 98501
- Ⓢ FOUND 1/2" IRON PIPE
- Ⓢ S 25°30'9" W 0.52' FROM CALCULATED POSITION
- Ⓢ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED "SHIMCO LS 12516"
- Ⓢ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED "SHIMCO LS 12516"
- Ⓢ S 31°16'54" W 0.34' FROM CALCULATED POSITION
- Ⓢ FOUND 4"X4" CONCRETE MONUMENT
- Ⓢ S 48°53'1" W 0.78' FROM CALCULATED POSITION
- Ⓢ 10' WIDE UTILITY EASEMENT (SEE EASEMENT PROVISIONS)
- Ⓢ 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498 (ALSO SEE TITLE NOTE NO. 9)
- Ⓢ APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 797510 (SEE TITLE NOTE NO. 10)
- Ⓢ RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 516498 (SEE TITLE NOTE NO. 9)
- Ⓢ 160' WETLAND BUFFER BASED ON REPORT BY KROPPNER CONSULTING, LLC DATED JANUARY 30, 2020
- Ⓢ INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 9, 10, 11, 12 AND TRACT 'D'



HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
TUMWATER, WA 98501
TEL: 360.943.1559 FAX: 360.357.0259
hatterpantier.com

SEE SHEET 4 OF 5

SEE SHEET 4 OF 5

PLAT 4952603 5 of 5

EXHIBIT C

CITY OF TUMWATER
PUBLIC WORKS DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

DOCUMENT TITLE(S)

Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS**GRANTOR(S)** (LAST, FIRST, MIDDLE INITIAL)

Kaufman Real Estate, LLC

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

City of Tumwater

LEGAL DESCRIPTION

Parcel Number 12716340102: Section 16 Township 17 Range 2W Quarter SE SW THE E 100 FT OF THE S 375 FT OF THE SE QTR OF THE SW QTR; EXC THEREFROM THAT PTN CONVEYED TO THE SOW FOR LATHROP RD INTERCHANGE BY INSTRUMENT REC

Parcel Number 12716340100: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BEG AT THE SE COR OF SD SUBDIV; TH W ALG THE S LN OF SD SE QTR OF THE SW QTR 100 FT TO THE TPOB; TH CONT W 140 FT, M/L, TO THE E LN

Parcel Number 12716420000:

16-17-2W NW-SE/W2 SW-SE LESS 21.44A H&W LESS 2.20A

Parcel Number 12716340101: Section 16 Township 17 Range 2W Quarter SE SW THAT PTN DAF: BAAP ON THE S LN OF SD SEC 16, 2299.3 FT E OF IT SW COR; RUNN TH E ALG SD S LN 88.43 FT; TH N 375 FT; TH E 240 FT, M/L, TO THE E LN OF SD

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

12716340102, 12716340100, 12716420000, 12716340101

4952601

09/27/2022 10:54 AM Agreement
Thurston County Washington
CITY OF TUMWATER

Pages: 7



EXHIBIT C

**AGREEMENT TO MAINTAIN
STORM WATER FACILITIES AND TO IMPLEMENT A
POLLUTION SOURCE CONTROL PLAN
BY AND BETWEEN THE CITY OF TUMWATER AND
Kaufman Real Estate, LLC,
AND ITS HEIRS, SUCCESSORS, OR ASSIGNS
(HEREINAFTER "OWNER")**

The upkeep and maintenance of storm water facilities and the implementation of pollution source control best management practices (BMPs) are essential to the protection of water resources in the CITY OF TUMWATER. All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of storm water facilities and use of pollution source control BMPs. The authority to require maintenance and pollution source control is provided by Tumwater Municipal Code.

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A"

RECITALS:

WHEREAS, OWNER is the owner of certain real property in Thurston County, Washington, described as set forth in the legal description contained herein and referred to in this agreement as the "PROPERTY"; and

WHEREAS, in connection with the OWNER'S proposed development of the PROPERTY, the CITY OF TUMWATER has required and OWNER has agreed to construct storm water facilities and to implement a pollution source control plan. The storm water facilities and pollution source control plan were prepared by Hatton Godat Pantier, Inc. for the OWNER'S PROPERTY and is on file with CITY OF TUMWATER; and

WHEREAS, OWNER has constructed improvements, including but not limited to, buildings, pavement, and storm water facilities on the PROPERTY, in order to further the goals of the CITY OF TUMWATER to ensure the protection and enhancement of Tumwater's water resources, CITY OF TUMWATER and OWNER hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement the storm water facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2018 Drainage Design and Erosion Control Manual.
- (2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2018 Drainage Design and Erosion Control Manual.

EXHIBIT C

- (3) Maintain a record (in the form of a log book) of steps taken to implement the programs referenced in (1) and (2) above. The log book shall be available for inspection by CITY OF TUMWATER at 7711 Martin Way E. during normal business hours. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-up actions recommended. Maintenance items ("problems") listed in Item (1) above shall be inspected as specified in the instructions or more frequently if necessary. OWNER is encouraged to photocopy the individual checklists in Item (2) above and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (4) Submit an annual report to CITY OF TUMWATER regarding implementation of the programs referenced in (1) and (2) above. The report must be submitted on or before May 15th of each calendar year and shall contain, at a minimum, the following:
 - (a) Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - (b) Time period covered by the report.
 - (c) A chronological summary of activities conducted to implement the programs referenced in (1) and (2) above. A photocopy of the applicable sections of the log book with any additional explanation needed shall normally suffice. For any activities conducted by paid parties not affiliated with OWNER, include a copy of the invoice for services.
 - (d) An outline of planned activities for the next year.
- (5) Prevent any unauthorized modifications to the drainage system and prevent it from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions will be covered under item (4) above and shall be approved by the CITY OF TUMWATER. Modifications to the storm water quantity control and storm water quality system must be approved in advance by CITY OF TUMWATER and may require the submittal of revised design drawings, supporting calculations, modifications to maintenance requirements, and applications for permits.

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

- (1) Provide technical assistance to OWNER in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, as CITY OF TUMWATER time and resources permit and at no charge to OWNER.

EXHIBIT C

- (2) Review the annual report and conduct occasional site visits to discuss performance and problems with OWNER.
- (3) Review this agreement with OWNER and modify it as necessary.

REMEDIES:

- (1) If the CITY OF TUMWATER determines that maintenance or repair work is required to be done to the storm water facility existing on the OWNER'S PROPERTY, CITY OF TUMWATER shall give OWNER, and the person or agent in control of said PROPERTY if different, notice of the specific maintenance and/or repair required. CITY OF TUMWATER shall set a reasonable time in which such work is to be completed by the persons who were given notice. If the above required maintenance and/or repair is not completed within the time set by CITY OF TUMWATER, written notice will be sent to the persons who were given notice stating CITY OF TUMWATER'S intention to perform such maintenance and bill the OWNER for all incurred expenses. CITY OF TUMWATER may also adjust storm water utility charges if required maintenance is not performed.
- (2) If at any time CITY OF TUMWATER determines that the existing system creates any imminent threat to public health, welfare or water quality CITY OF TUMWATER may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances. All other responsibilities shall remain in effect.
- (3) OWNER grants unrestricted authority to CITY OF TUMWATER for access to any and all storm water system features for the purpose of routine inspections and/or performing maintenance, repair and/or retrofit as may become necessary under Remedies (1) and/or (2).
- (4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the storm water facility. Such responsibility shall include reimbursement to CITY OF TUMWATER within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by CITY OF TUMWATER will be borne by the OWNER.
- (5) OWNER hereby grants to the CITY OF TUMWATER a lien against the above-described PROPERTY in an amount equal to the cost incurred by CITY OF TUMWATER to perform the maintenance or repair work described herein, including interest and fees described in Remedies (4), above.

This Agreement is intended to protect the value and desirability of the real PROPERTY described above and to benefit all the citizens of the CITY OF TUMWATER. It shall run with the land, and touch and concern the land, and be binding on all parties having or acquiring from OWNER or their successors any right, title, or interest in the

EXHIBIT C

PROPERTY or any part thereof, as well as their title, or interest in the PROPERTY or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said PROPERTY or any part thereof, or interest therein, and to the benefit of all citizens of the CITY OF TUMWATER.

Dated at Tumwater, Washington, this 6th day of September, 2022.

OWNER:

Signature

Name: John KaufmanTitle: Vice PresidentAddress: 7923 Sweet Road Tumwater, WA 98501

State of Washington)

County of Thurston)ss

I certify that I know or have satisfactory evidence that John Kaufman 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 Vice President of Kaufman Real Estate, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

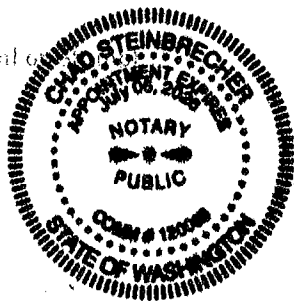
Dated: 9-6-2022

(Signature)

Notary Public in and for the State of Washington.

My appointment expires 7-5-2026.

Seal of



For Clarity expiration date
July 5, 2026, Commission
120038

CITY OF TUMWATER:

APPROVED as to form only:

Designed by:

Karen Kirkpatrick

City Attorney

ACCEPTED BY:

Water Resources & Sustainability Director

For Clarity:

9C2747F30AD6419

EXHIBIT C

EXHIBIT A
I-5 COMMERCE PLACE
13-051
LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 375 FEET OF THE EAST 100 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER STATION AD 10+53.77 P.C., AS SHOWN ON SHEET 2 OF 3 SHEETS OF HIGHWAY ENGINEERS MAP, DATED DECEMBER 21, 1965 AND 60 FEET DISTANT NORTHWESTERLY, WHEN MEASURED AT RIGHT ANGLES FROM THE AD CENTERLINE OF PRIMARY STATE NO. 1 (SR-5) MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, THENCE IN A STRAIGHT LINE SOUTH 28° 41' 30" WEST TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT OPPOSITE HIGHWAY ENGINEERS STATION DB 4+85, AS SHOWN ON SAID MAP, AND 40 FEET DISTANT NORTHERLY THEREFROM; THENCE CONTINUING WESTERLY PARALLEL WITH SAID DB CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER STATION DB 2+50 AND THE END OF THIS LINE DESCRIPTION. EXCEPT COUNTY ROAD KNOWN AS LATHROP ROAD.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER 100 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST 140 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 2,387.73 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE NORTH 375 FEET; THENCE EAST 140 FEET, MORE OR LESS, TO A POINT 100 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTH 375 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT PORTION THEREOF LYING WITHIN LATHROP ROAD.

PARCEL C:

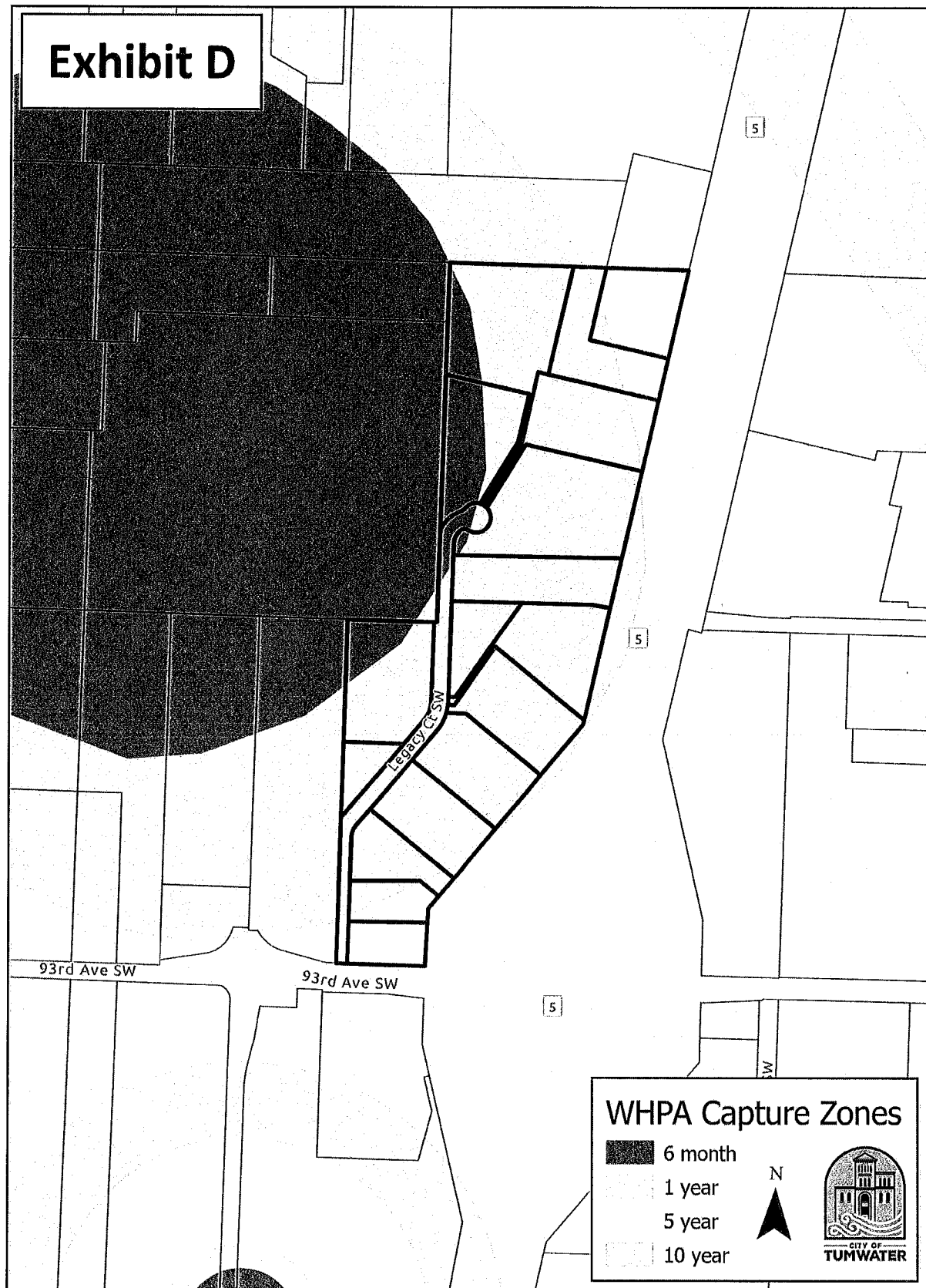
THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., LYING WESTERLY OF TRACTS CONVEYED TO THE STATE OF WASHINGTON, BY

EXHIBIT C

DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966
UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347,
RESPECTIVELY.

PARCEL D:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.,
DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT OF THE SOUTH LINE OF SAID SECTION 16, 2,299.3
FEET EAST OF ITS SOUTHWEST CORNER; RUNNING THENCE EAST
ALONG SAID SOUTH LINE 88.43 FEET; THENCE NORTH 375 FEET, THENCE
EAST 240 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG
SAID EAST LINE 945 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE
WESTERLY ALONG SAID NORTH LINE 328 FEET, MORE OR LESS TO A
POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 1,320
FEET, MORE OR LESS; TO THE POINT OF BEGINNING. EXCEPTING
THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOW AS
LATHROP ROAD, IN THURSTON COUNTY, WASHINGTON.





Community Development
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-4180

NOTICE OF APPLICATION AND PUBLIC HEARING NOTICE

I-5 Commerce Plat Vacation

Permit No. TUM-25-0756

November 28, 2025

Notice of Application Public Comment Period: The fourteen-day comment period ends at 5:00pm on December 15th, 2025.

Notice of Public Hearing Comment Period: Comment will be accepted up to 12:00pm on Wednesday, December 17, 2025.

Proposal: A plat vacation of the I-5 Commerce Plat and associated right-of-way that was constructed with the plat. The plat vacation will return the property to a single parcel with a private road running through the property.

Applicant: Confederated Tribes of Chehalis Reservation; 420 Howanut Rd, Oakville, WA 98568.

Representative: Hatton Godat Pantier, Chris Carlson, 3910 Martin Way E, Ste B, Olympia, WA 98506.

Location: 40.12 acres located at 9253, 9235, 9211, 9183, 9157, 9133, 9125, 9124, 9067, 9035, 9048 and 9010 Legacy Court SW, Tumwater, WA 98501. Tax Parcel Numbers 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100 and 55520001200.

Complete Application: Application submitted: June 25, 2025. Application deemed complete: November 25, 2025.

Project Permit/Approvals: The following permits and approvals may be required: Plat Vacation.

Environmental Documents Relating to the Project: A complete environmental checklist and related reports were not required for this project. All lots and right-of-way are proposed to be vacated as a part of this proposal. The project is exempt per WAC 197-11-800-2-i.

Determination of Consistency: No determination of consistency with City of Tumwater or State of Washington plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: Tumwater Comprehensive Plan, Tumwater Land Division Code (TMC Title 17), Tumwater Zoning Code (TMC Title 18) and Tumwater Environmental Policy Ordinance (TMC 16.04).

Public Hearing: A public hearing is required for this project.

The public hearing will be held on Wednesday, December 17, 2025 at 4:00pm, remotely online via Zoom and in person at Tumwater City Hall Sunset Room, 555 Israel Rd. SW, Tumwater, WA 98501.

The public is invited to attend this public hearing remotely or in person to provide comments on the application.

Public Comment via Zoom - Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_-dWcvoZbR6yaTrXntdzSbw

If you have any questions or would like additional information, please contact Alex Baruch, Senior Planner, at 360-754-4180.

Published: November 28, 2025

Posted: November 28, 2025



Community Development
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-4180

CERTIFICATION OF PUBLIC NOTICE

I, Alex Baruch, Senior Planner for the City of Tumwater hereby certify that public notice for the Project # TUM-25-0756; I-5 Commerce Plat Vacation was given as follows:

APPLICATION

Notice of Application Published in Olympian:	November 28, 2025
Notice of Application Uploaded to Website:	November 28, 2025
Notice of Application Mailed:	November 28, 2025
Notice of Application Posted:	November 28, 2025
Posting Locations:	One sign facing 93 rd

Environmental Determination Published:	NA
Environmental Determination Uploaded to Website:	NA
Environmental Determination Mailed:	NA
Environmental Determination Posted:	NA
Posting Locations:	NA

HEARING

Notice of Public Hearing Published:	November 28, 2025
Notice of Public Hearing Uploaded to Website:	November 28, 2025
Notice of Public Hearing Mailed:	November 28, 2025
Notice of Public Hearing Posted:	November 28, 2025
Posting Locations:	One sign facing 93 rd Ave.

The above is an accurate accounting of the public notice provided for the project.

Alex Baruch, Senior Planner

December 1, 2025

NAME, TITLE

Date



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
 (360) 754-4180
 Email: cdd@ci.tumwater.wa.us
PLAT ALTERATION
Application

TUM - 25- 0756	DATE STAMP
Kelly	06-25-2025
RCVD BY	

Application fee: \$450.00

SUBJECT PROPERTY

ADDRESS OF PROPERTY (COMPLETE): 93rd Ave SW & I-5
 PROJECT NAME: I-5 Commerce Plat Vacation PARCEL NUMBER(s): 12716420000, 12716340100, 12716340102

APPLICANT (please print neatly)

NAME OF APPLICANT: Confederated Tribes of Chehalis Reservation
 APPLICANT'S MAILING ADDRESS (COMPLETE): 420 Howanut Rd, Oakville, WA 98568
 APPLICANT'S TELEPHONE(S): (360) 529-7465 APPLICANT'S E-MAIL: hchesnin@chehalis tribe.org

PROJECT REPRESENTATIVE

NAME OF PROJECT REPRESENTATIVE: Hatton Godat Pantier (Chris Carlson, AICP)
 REPRESENTATIVE'S MAILING ADDRESS (COMPLETE): 3910 Martin Way E, Ste B, Olympia, WA 98506
 REPRESENTATIVE'S TELEPHONE(S): 360.943.1599 REPRESENTATIVE'S E-MAIL: chrisc@hattonpantier.com

PROPERTY OWNER

NAME OF PROPERTY OWNER: Same as applicant
 OWNER'S MAILING ADDRESS (COMPLETE): _____
 OWNER'S TELEPHONE(S): _____ OWNER'S E-MAIL: _____

PROJECT DESCRIPTION (attach additional sheets and documentation, as needed)

Plat vacation of I-5 Commerce Place

I affirm that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge. I also affirm that I am the owner of the subject site or am duly authorized by the owner to act with respect to this application. Further, I grant permission to any and all employees and representatives of the City of Tumwater and other governmental agencies to enter upon and inspect said property as reasonably necessary to process this application. I agree to pay all fees of the City that apply to this application.

Chris Carlson
Digitally signed by Chris Carlson
 DN: C=US,
 E=chrisc@hattonpantier.com,
 O=Hatton Godat Pantier, CN=Chris
 Carlson
 Date: 2025.06.11 09:24:56-0700

Signature of Applicant/Representative

6/11/2025

Date

Please attach the **Plat Alteration submittal checklist** to this Application.

RESOLUTIONS ADOPTED BY WRITTEN CONSENT
OF THE ASSOCIATION MEMBERS OF
I-5 COMMERCE LOT OWNERS' ASSOCIATION

KAUFMAN REAL ESTATE, LLC, a Washington limited liability company (the “**Member**”), being the sole Member, Owner, and Declarant of I-5 COMMERCE LOT OWNERS’ ASSOCIATION, a Washington nonprofit corporation (the “**Association**”), hereby with this instrument, in lieu of a meeting of the Members of the Association, consents to, approves, and ratifies the following actions and adoption of the following resolutions. Any capitalized term not defined herein shall be given the meaning ascribed to it in that certain Declaration of Covenants, Conditions and Restrictions of I-5 Commerce, dated July 27, 2022 (the “**CC&Rs**”). The Member hereby waives any notice rights to terminate the Association and the CC&Rs whether set forth in the CC&Rs or provided by applicable law.

WHEREAS, the Member has determined it is in the best interest of the Association to dissolve and terminate the CC&Rs; and

WHEREAS, pursuant to Section 13.2 of the CC&Rs, amendment, revocation, and modification require at least sixty-seven percent (67%) of the total Class A votes in the Association, and written consent of Declarant, which is attached hereto in **Exhibit A**, and hereby incorporated by reference; and

WHEREAS, the Member desires to formally consent to, approve, and ratify the dissolution of the Association and termination of the CC&Rs (collectively, the “**Transaction**”) and as further set forth in any applicable agreement or document to terminate the CC&Rs (the “**Termination Agreement**”) or dissolve the Association (the “**Articles of Dissolution**”).

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Transaction is hereby approved and ratified.

IT IS FURTHER RESOLVED, that THERESA WALL, President of the Member, is hereby authorized and directed to consummate the Transaction on behalf of the Association, including without limitation, the authority to execute the Termination Agreement, Articles of Dissolution, or other document on behalf of the Association to complete the Transaction, and to take such other actions and to execute and deliver all such other documents and instruments as may be necessary, advisable, convenient, or appropriate in order to carry out the intent and purpose of consummating the Transaction and to cause the performance of the Association’s obligations thereunder.

IT IS FURTHER RESOLVED, that all documents, agreements, and instruments previously executed and delivered, and any and all actions previously taken by any Member, Member of the Board of the Association, or agent of the Association in connection with or related to the matters set forth in, or reasonably contemplated or implied by, the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed, and approved in all respects and for all purposes as the acts and deeds of the Association.

IN WITNESS WHEREOF, the undersigned have signed this Written Consent as of the 27th day of September, 2024.

KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

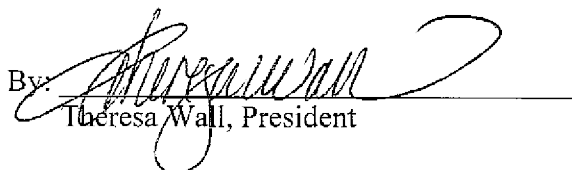
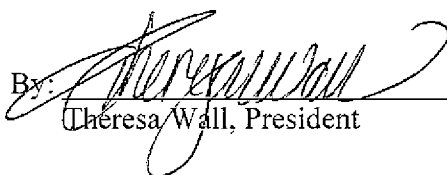
By: 
Theresa Wall, President

EXHIBIT A
WRITTEN CONSENT OF DECLARANT

KAUFMAN REAL ESTATE, LLC, a Washington limited liability company, as Declarant under that certain Declaration of Covenants, Conditions and Restrictions of I-5 Commerce, dated July 27, 2022 (the “CC&Rs”), hereby consents to the foregoing Written Consent, and authorizes the dissolution of I-5 COMMERCE LOT OWNERS’ ASSOCIATION, a Washington nonprofit corporation (the “Association”) and termination of the CC&Rs.

KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

By: 
Theresa Wall, President

AFTER RECORDING RETURN TO:

The Confederated Tribes of the Chehalis Reservation
Office of Tribal Attorney
Attn: Harold Chesnin
420 Howanut Road
Oakville, WA 98568

**TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

Declarant	KAUFMAN REAL ESTATE, LLC, a Washington limited liability company
Legal Description (abbreviated)	
Assessor's Tax Parcel Nos.	55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200; 55520000001, 55520000002, 55520000003, 55520000004.
Reference Nos. of Related Documents	4952603

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “**Termination**”) is made on September 30, 2024 (the “**Effective Date**”), by KAUFMAN REAL ESTATE, LLC, a Washington limited liability company (“**Declarant**”). Any term not defined in this Termination shall have the meaning ascribed to it in the Declaration (as defined below).

RECITALS

WHEREAS, Declarant caused that certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR I-5 COMMERCE, dated July 27, 2022, to be recorded under recording number 4952603 on September 27, 2022 (the “**Declaration**”); and

WHEREAS, the Declaration imposed covenants running with the land on that certain property described in **Exhibit A** (the “**Property**”), attached hereto and hereby incorporated by reference; and

WHEREAS, Section 13.2 of the Declaration requires consent of the Owners of the Property and the Declarant to amend, remove, or revoke the Declaration; and

WHEREAS, Declarant has remained the sole Owner of the Property since recording the Declaration and desires to revoke, terminate, and release all rights and obligations stemming from the Declaration in entirety.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at the time of the execution hereof, the receipt of which is hereby acknowledged, and intending to be legally bound, Declarant hereby agrees as follows:

I. Termination of Declaration. Declarant hereby terminates the Declaration in its entirety. From and after the Effective Date, the Property shall no longer be burdened by the Declaration and the terms, conditions, and restrictions of the Declaration shall be null, void, and of no legal consequence whatsoever.

II. Binding Effect. The covenants contained in this Termination are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the Property, and their respective heirs, personal representatives, transferees, successors, and/or assigns.

III. Authority to Terminate. Declarant hereby represents and warrants that it has been the sole owner of the Property since the Declaration was recorded, and has full authority to terminate the CC&Rs.

IV. No Unpaid Charges or Encumbrances. Declarant hereby represents and warrants that there are no unpaid charges or assessments levied by the Association or any third party or entity, and there are no leases encumbering the Property.

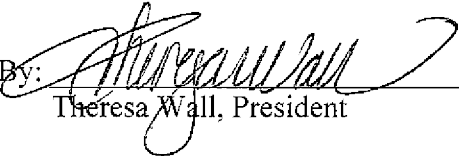
V. Governing Law. This Termination shall be governed by, and construed in accordance with, the laws of the State of Washington.

VI. Severability. If any term or condition of this Termination is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision included in the Termination, and this Termination shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has executed this Termination as of the Effective Date.

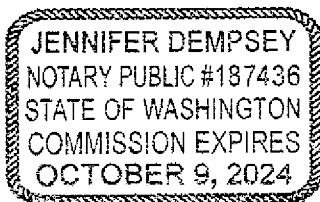
KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

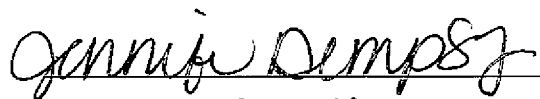
By: 
Theresa Wall, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Thurston)

On this day personally appeared before me, THERESA WALL, to me known, or proved to me on the basis of satisfactory evidence, to be the PRESIDENT of KAUFMAN REAL ESTATE, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she were authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal this 27th day of September, 2024.




Print Name: Jennifer Dempsey

Notary Public in and for the State of

Washington. Residing at: Olympia

My Commission Expires: 10/9/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 12, inclusive and Tracts A, B, C and D, Plat of I-5 Commerce Place, according to the plat thereof recorded September 27, 2022 under Auditor's No. 4952603, records of Thurston County, Washington.

Situate in the City of Tumwater, County of Thurston, State of Washington.

Parcel No(s): 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200, 55520000001, 55520000002, 55520000003, and 55520000004.

Address: 9010 - 9253 Legacy Ct. SW, Olympia,



Office of the Secretary of State
Corporations & Charities Division

(360) 725 - 0377 | www.sos.wa.gov/corps

801 Capitol Way S, Olympia, WA 98504-0234

This Box For Office Use Only

☐ No Filing Fee

☒ Expedite Service \$50

ARTICLES OF DISSOLUTION Washington Nonprofit Corporation

RCW 24.03

Please provide UBI # 605 183 630

Name of entity: (as currently recorded with the Office of the Secretary of State)

I-5 COMMERCE LOT OWNERS' ASSOCIATION

EFFECTIVE DATE: Please check ONE of the following:

☒ Date of filing ☐ Specify a Date _____ cannot be more than 90 days following received date

REVENUE CLEARANCE

☒ A Washington State Department of Revenue Clearance Certificate is attached.

ADOPTION STATEMENT

Articles of Dissolution were adopted by: (please check and complete one of the following)

☐ The dissolution was adopted by a meeting of members held: (Date) _____ A quorum was present at the meeting and the amendment received at least two-thirds of the votes which the members present or represented by proxy were entitled to cast.

☒ The dissolution was adopted by a consent in writing and signed by all members entitled to vote.

☐ There were no members that have voting rights. The dissolution received a majority vote of the directors at a board meeting held: (Date) _____

DISSOLUTION ATTESTATIONS

By checking all three boxes below you are attesting that the statements are true.

☒ All debts, obligations, and liabilities of the corporations have been paid and discharged or that adequate provision has been made therefore. *Required*

☒ All of the remaining property and assets of the corporation have been transferred, conveyed or distributed in accordance with the provisions of this chapter. *Required*

☒ No suits are pending against the corporation in any court, or that adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit. *Required*

RETURN ADDRESS FOR THIS FILING - REQUIRED:Attention: Theresa WallEmail: (optional) Theresa@kaufmancd.comCountry: USAAddress: 7908 Sweet Iron Ct.SEZip: 98501 City: Tumwater State: WA

AUTHORIZED PERSON:

This record is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.



Signature

Theresa Wall

Printed Name/Title

9/24/2024

Date

AFTER RECORDING RETURN TO:

The Confederated Tribes of the Chehalis Reservation
Office of Tribal Attorney
Attn: Harold Chesnin
420 Howanut Road
Oakville, WA 98568

**THIS DOCUMENT IS BEING RE-RECORDED TO
CORRECT THE RECORDING NUMBER OF DECLARATION OF
CCR'S BEING RELEASED**

THURSTON COUNTY TITLE CO
TH 42365

TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

Declarant	KAUFMAN REAL ESTATE, LLC, a Washington limited liability company
GRANTEE	THE CONFEDERATED TRIBES OF THE CHEALIS RESERVATION
Legal Description (abbreviated)	LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND TRACTS A, B, C, AND D 1-5 COMMERCE PLACE
Assessor's Tax Parcel Nos.	55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200; 55520000001, 55520000002, 55520000003, 55520000004.
Reference Nos. of Related Documents	4952602

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the “Termination”) is made on September 30, 2024 (the “Effective Date”), by KAUFMAN REAL ESTATE, LLC, a Washington limited liability company (“Declarant”). Any term not defined in this Termination shall have the meaning ascribed to it in the Declaration (as defined below).

RECITALS

WHEREAS, Declarant caused that certain instrument entitled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1-5 COMMERCE, dated July 27, 2022, to be recorded under recording number on September 27, 2022 (the “Declaration”); and 4952602

5031247 Page 2 of 4 09/30/2024 11:43 AM Thurston County WA

WHEREAS, the Declaration imposed covenants running with the land on that certain property described in **Exhibit A** (the "Property"), attached hereto and hereby incorporated by reference; and

WHEREAS, Section 13.2 of the Declaration requires consent of the Owners of the Property and the Declarant to amend, remove, or revoke the Declaration; and

WHEREAS, Declarant has remained the sole Owner of the Property since recording the Declaration and desires to revoke, terminate, and release all rights and obligations stemming from the Declaration in entirety.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at the time of the execution hereof, the receipt of which is hereby acknowledged, and intending to be legally bound, Declarant hereby agrees as follows:

I. Termination of Declaration. Declarant hereby terminates the Declaration in its entirety. From and after the Effective Date, the Property shall no longer be burdened by the Declaration and the terms, conditions, and restrictions of the Declaration shall be null, void, and of no legal consequence whatsoever.

II. Binding Effect. The covenants contained in this Termination are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the Property, and their respective heirs, personal representatives, transferees, successors, and/or assigns.

III. Authority to Terminate. Declarant hereby represents and warrants that it has been the sole owner of the Property since the Declaration was recorded, and has full authority to terminate the CC&Rs.

IV. No Unpaid Charges or Encumbrances. Declarant hereby represents and warrants that there are no unpaid charges or assessments levied by the Association or any third party or entity, and there are no leases encumbering the Property.

V. Governing Law. This Termination shall be governed by, and construed in accordance with, the laws of the State of Washington.

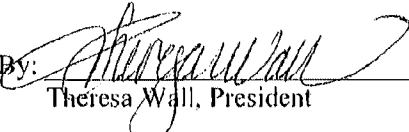
VI. Severability. If any term or condition of this Termination is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision included in the Termination, and this Termination shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

[Signature page follows]

5031247 Page 3 of 4 09/30/2024 11:43 AM Thurston County WA

IN WITNESS WHEREOF, the Declarant has executed this Termination as of the Effective Date.

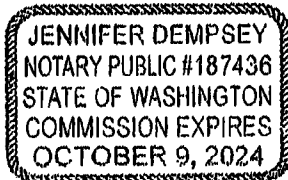
KAUFMAN REAL ESTATE, LLC
a Washington limited liability company

By: 
Theresa Wall, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Thurston)

On this day personally appeared before me, THERESA WALL, to me known, or proved to me on the basis of satisfactory evidence, to be the PRESIDENT of KAUFMAN REAL ESTATE, LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she were authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal this 27th day of September, 2024.



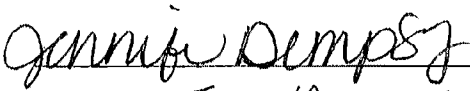

Print Name: Jennifer Dempsey
Notary Public in and for the State of
Washington, Residing at: Olympia
My Commission Expires: 10/9/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 12, inclusive and Tracts A, B, C and D, Plat of I-5 Commerce Place, according to the plat thereof recorded September 27, 2022 under Auditor's No. 4952603, records of Thurston County, Washington.

Situate in the City of Tumwater, County of Thurston, State of Washington.

Parcel No(s): 55520000100, 55520000200, 55520000300, 55520000400, 55520000500, 55520000600, 55520000700, 55520000800, 55520000900, 55520001000, 55520001100, 55520001200, 55520000001, 55520000002, 55520000003, and 55520000004.

Address: 9010 - 9253 Legacy Ct. SW, Olympia,

PLAT VACATION OF **I-5 COMMERCE PLACE**
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

VACATION DECLARATION

KNOWN TO ALL PEOPLE PRESENT THAT THE CONFEDERATED TRIBES OF CHEHALIS RESERVATION, A FEDERAL RECONGNIZED TRIBE THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT VACATION AND VACATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES, STORM DRAINAGE EASEMENTS, SANITARY SEWER EASEMENTS AND WATERMAIN EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON PLAT VACATION.

VEHICULAR ACCESS TO 93rd AVENUE SW; EXCEPT AS SHOWN, IS HEREBY WAIVED.

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED OWNER, DOES HEREBY VACATE THE CITY OF TUMWATER'S PERPETUAL EASEMENTS, AS SHOWN ON THE FACE OF THIS PLAT VACATION.

TRACTS "A", "B", "C" & "D" ARE HEREBY VACATED BY THE LOT OWNER.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 20____.

(NAME & TITLE) _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON > SS
COUNTY OF THURSTON >

ON THE ____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ (NAME) TO ME KNOWN TO BE THE _____ (TITLE) OF CONFEDERATED TRIBES OF CHEHALIS RESERVATION, A FEDERALLY RECOGNIZED TRIBE AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE-WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
(PRINT NAME) _____
RESIDING AT: _____

(SEAL)

MY COMMISSION EXPIRES: _____

DESCRIPTIONS

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND TRACTS A, B, C AND D, OF I-5 COMMERCE PLACE
AS RECORDED SEPTEMBER 27, 2022 UNDER AUDITOR'S FILE NO. 4952603

RESTRICTIONS AND PLAT NOTES

- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE LOT OWNER AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
- THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS OR DRIVEWAYS NOT HEREIN VACATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
- VEHICULAR ACCESS TO 93rd AVENUE SW IS RESTRICTED, THE APPROVED ACCESS POINTS ARE FROM THE EXISTING ACCESS ON 93rd AVENUE AS SHOWN HEREON.
- THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NO. 4952602 ARE HEREBY VACATED BY THIS PLAT VACATION. REFERENCE TERMINATION OF CCR'S RECORDED UNDER AUDITOR'S FILE NO. 5031247.
- THE STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 49502601 IS HEREBY VACATED BY THIS PLAT VACATION.

PURPOSE STATEMENT

THE PURPOSE OF THIS PLAT VACATION IS TO CONSOLIDATE ALL THE LOTS AND VACATE ALL DEDICATED RIGHTS-OF-WAY, CITY WATER EASEMENTS, CITY SEWER EASEMENTS, AND CITY STORMWATER MAINTENANCE AGREEMENTS RESULTING FROM THE FILING OF THE I-5 COMMERCE PLAT RECORDED UNDER THURSTON COUNTY AUDITOR'S FILE NO. 4952603.

SHEET INDEX

SHEET 1..... VACATION, ACKNOWLEDGEMENTS, DESCRIPTION, EASEMENT PROVISIONS, APPROVALS AND LAND SURVEYOR'S CERTIFICATE
SHEET 2..... FULL PLAT BOUNDARY
SHEET 3..... SOUTH HALF OF PLAT BOUNDARY
SHEET 4..... NORTH HALF OF PLAT BOUNDARY
SHEET 5..... SECTION SUBDIVISION, TITLE NOTES, LAND SURVEYORS NOTES

APPROVALS

EXAMINED AND APPROVED THIS ____ DAY OF _____ A.D., 20____.

TUMWATER TRANSPORTATION & ENGINEERING DIRECTOR

EXAMINED AND APPROVED THIS ____ DAY OF _____ A.D., 20____.

TUMWATER COMMUNITY DEVELOPMENT DIRECTOR

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

FINANCE DIRECTOR, CITY OF TUMWATER

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID.

THURSTON COUNTY TREASURER

EXAMINED AND APPROVED THIS ____ DAY OF _____ A.D., 20____.

THURSTON COUNTY ASSESSOR

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 2025 AT ____ M. IN BOOK ____ OF ____ AT
PAGE ____ AT THE REQUEST OF HATTON GODAT PANTIER

THURSTON COUNTY AUDITOR BY _____
AUDITOR'S FILE NO. _____ DEPUTY

LAND SURVEYOR'S CERTIFICATE



I, MATTHEW K. ABBAS, HEREBY CERTIFY THAT THIS NON-RESIDENTIAL PLAT VACATION OF I-5 COMMERCE PLACE IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., THAT THE DISTANCES AND COURSES SHOWN HEREON ARE CORRECT.

Matthew K. Abbas

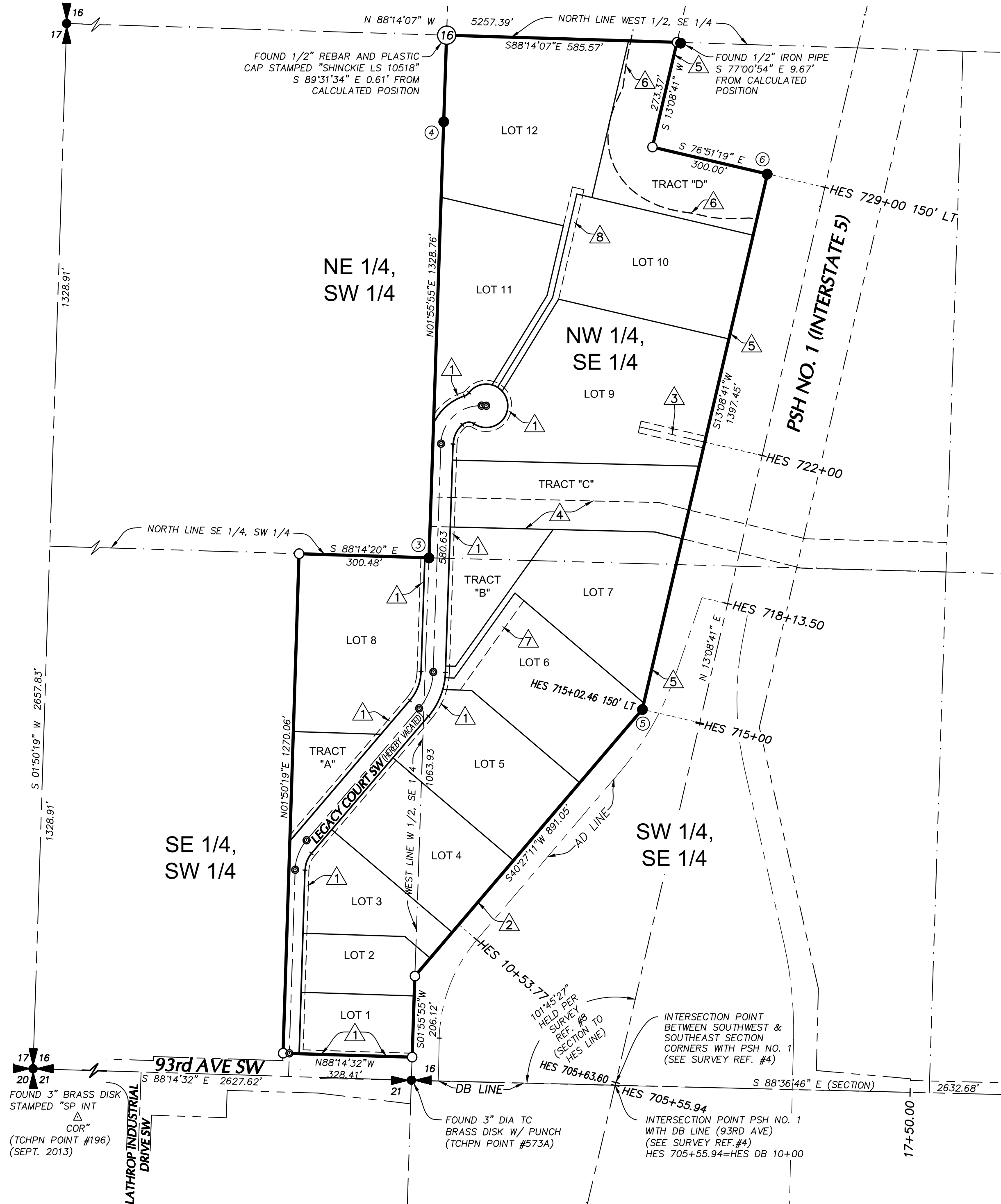
10/20/25

MATTHEW K. ABBAS PROF. REGISTERED LAND SURVEYOR CERTIFICATE NO. 20109892 DATE

HATTON GODAT PANTIER
ENGINEERS AND SURVEYORS
3910 MARTIN WAY E, SUITE B
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hattonpantier.com

BMS
24-073

PLAT VACATION OF **I-5 COMMERCE PLACE**
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF
THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.
EXISTING CONDITIONS



LEGEND

- FOUND AS NOTED
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
- FOUND CONCRETE MONUMENT WITH BRASS DISC STAMPED "28073"
- ③ FOUND 1/2" IRON PIPE
S 26°30'9" W 0.52' FROM CALCULATED POSITION
- ④ FOUND 5/8" REBAR AND PLASTIC CAP STAMPED
"TUMWATER LS 19626" ON CALCULATED LINE
- ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SHINCKE LS 13518"
S 31°18'54" W 0.34' FROM CALCULATED POSITION
- ⑥ FOUND 4"x4" CONCRETE MONUMENT
S 48°53'1" W 0.78 FROM CALCULATED POSITION
- △ 1 EXISTING 10' WIDE UTILITY EASEMENT RECORDED UNDER
AUDITOR'S FILE NO. 4952603 (TO REMAIN)
- △ 2 RIGHT OF WAY LINE DESCRIBED IN DEED TO THE STATE OF
WASHINGTON DESCRIBED IN DEED RECORDED UNDER AUDITOR'S
FILE NO. 743347
- △ 3 30' WIDE DRAINAGE EASEMENT DESCRIBED IN DEED TO THE STATE
OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 516498
(TO REMAIN)
- △ 4 APPROXIMATE LOCATION 75' WIDE EASEMENT GRANTED TO PACIFIC
NORTHWEST PIPELINE, AS DESCRIBED UNDER AUDITOR'S FILE NO. 757510
(TO REMAIN)
- △ 5 RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER
AUDITOR'S FILE NO. 516498
- △ 6 150' WETLAND BUFFER BASED ON REPORT BY
KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020
- △ 7 30-FOOT INGRESS, EGRESS, AND UTILITY EASEMENT
ACROSS LOT 6 (HEREBY VACATED)
- △ 8 30-FOOT WIDE INGRESS, EGRESS, AND UTILITY
EASEMENT FOR LOTS 9-12, AND TRACT "D"
(HEREBY VACATED)

LINETYPES

- BOUNDARY
- LOT LINE
- SECTION
- CL OF SECTION
- SIXTEENTH OF SECTION
- STATION LINE
- RIGHT OF WAY LINE

BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION NETWORK
BASED ON CONTROL POINTS #196 AND #573A
EQUALS SOUTH 88°14'32" EAST

SCALE: 1"=200 FEET
0 100 200 400



5/20/25

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A PORTION OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST
AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER
OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

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KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020
 - 1234 ADDRESS: 93rd AVENUE SW
TUMWATER, WA 98501

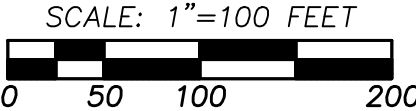
CURVE TABLE			
NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C1	121.44'	38°35'44"	81.80'
C2	150.00'	38°31'16"	100.85'
C3	100.00'	90°00'00"	157.08'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 88°14'32" E	16.00'
L2	S 88°04'05" E	11.67'

LINETYPES

——	BOUNDARY
---	SECTION
-.-.-	CL OF SECTION
-.-.-.-	SIXTEENTH OF SECTION
-.-.-.-.-	STATION LINE
-.-.-.-.-.-	RIGHT OF WAY LINE
-.-.-.-.-.-.-	EASEMENT LINE

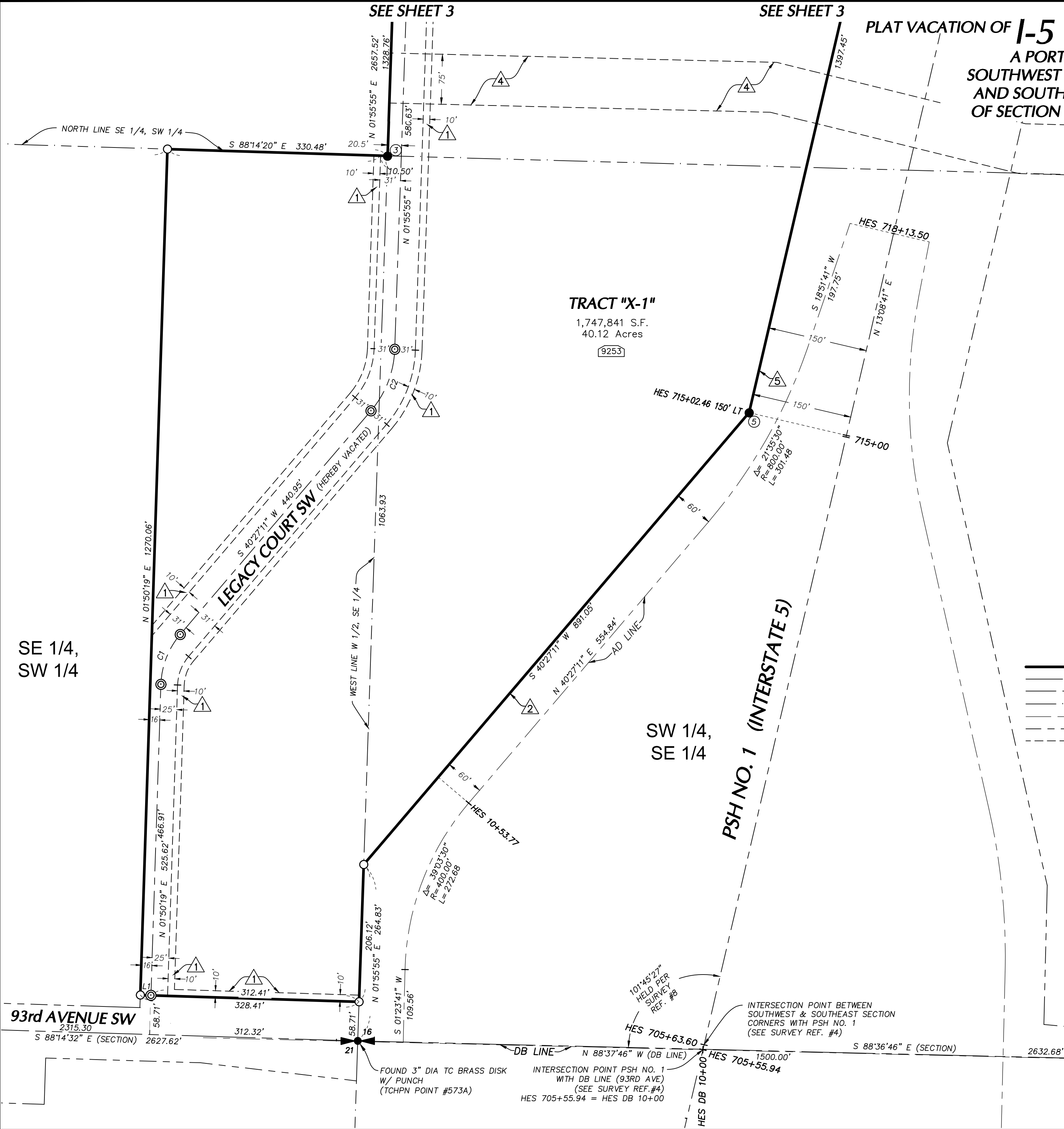
BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION NETWORK
BASED ON CONTROL POINTS #196 AND #573A
EQUALS SOUTH 88° 14' 32" EAST



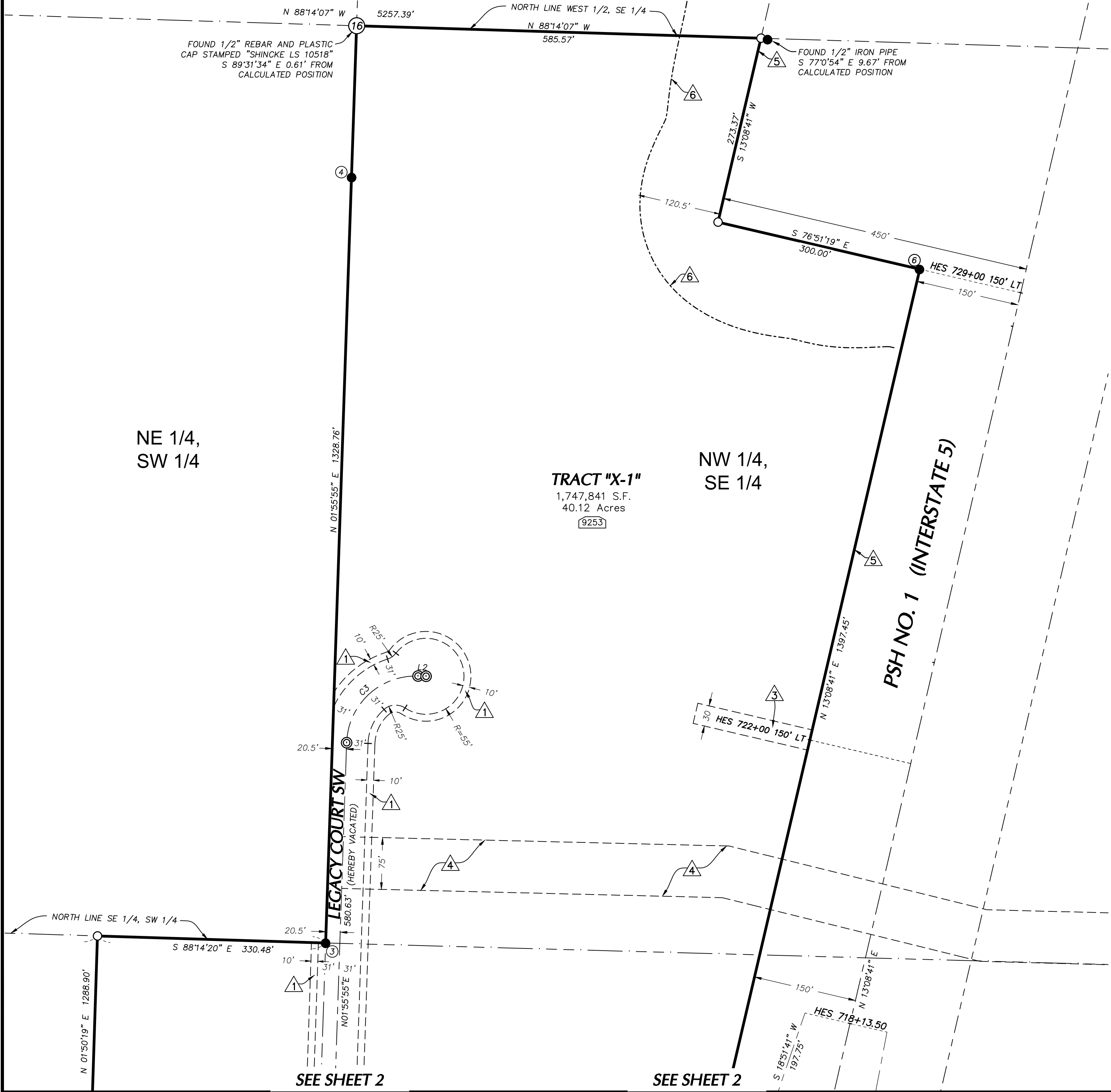
10/20/25

FOUND 3" TC BRASS
DISK IN CONCRETE
STAMPED
"S16 S15
S21 S22
T17N R2W"
(SEPT. 2013)

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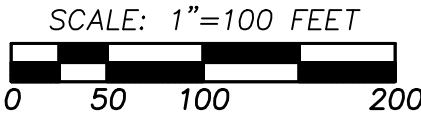
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- BOUNDARY
 - SECTION
 - CL OF SECTION
 - SIXTEENTH
 - STATION LINE
 - RIGHT OF WAY LINE
 - EASEMENT LINE
 - WETLAND BUFFER

BASIS OF BEARINGS:
THURSTON COUNTY HIGH PRECISION
NETWORK BASED ON CONTROL
POINTS #196 AND #573A EQUALS
SOUTH 88° 14' 32" EAST



52/02/01

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



TITLE NOTES:

TITLE INFORMATION DEPICTED/NOTED ON THIS PLAT IS BASED ON SUBDIVISION GUARANTEE ISSUED BY THURSTON COUNTY TITLE DATED APRIL 24, 2025 UNDER FILE NO. TH45797

TITLE EXCEPTIONS:

- GENERAL TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREOF; ALSO, TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
- UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN THE UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- TITLE TO ANY PROPERTY BEYOND THE LINES OF THE REAL PROPERTY EXPRESSLY DESCRIBED HEREIN, OR TITLE TO STREETS, ROADS, AVENUES, LANES, WAYS OR WATERWAYS ON WHICH SUCH REAL PROPERTY ABUTS, OR THE RIGHT TO MAINTAIN THEREIN VAULTS, TUNNELS, RAMPS, OR ANY OTHER STRUCTURE OR IMPROVEMENT; OR ANY RIGHTS OR EASEMENTS THEREIN UNLESS SUCH PROPERTY, RIGHTS OR EASEMENTS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN SAID DESCRIPTION.

ADDITIONAL TITLE EXCEPTIONS:

- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, AND DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; AND UPON PAYING REASONABLE COMPENSATION, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SAND OR GRAVEL, LOGGING AND/OR LUMBERING RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES, OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS OR OTHER PRODUCTS FROM OTHER LANDS, CONTAINED IN DEED FROM THE STATE OF WASHINGTON, DATED DECEMBER 5, 1942 AND RECORDED UNDER VOLUME 174 OF DEEDS, PAGE 128. (TO REMAIN) (NOT SHOWN-BLANKET IN NATURE) (AFFECTS SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER)
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- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, AND DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; AND UPON PAYING REASONABLE COMPENSATION, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SAND OR GRAVEL, LOGGING AND/OR LUMBERING RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES, OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS OR OTHER PRODUCTS FROM OTHER LANDS, CONTAINED IN DEED FROM THE STATE OF WASHINGTON, DATED SEPTEMBER 1, 1949 AND RECORDED UNDER FILE NO. 462790. (TO REMAIN) (NOT SHOWN-BLANKET IN NATURE) (AFFECTS SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER)
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICITY RECORDED FEBRUARY 19, 2021 UNDER AUDITOR'S FILE NO. 4827283. (TO REMAIN) (NOT SHOWN-BLANKET IN NATURE) (AFFECTS PORTIONS OF LOTS 1 THROUGH 4, LOT 8, AND TRACT "A")
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTED TO PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION PURPOSE FOR TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICITY RECORDED: FEBRUARY 19, 2021 UNDER AUDITOR'S FILE NO. 4827352. (TO REMAIN) (NOT SHOWN-BLANKET IN NATURE) (AFFECTS PORTIONS OF LOTS 1 THROUGH 4, LOT 8, AND TRACT "A")
- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO A FRANCHISE EASEMENT BENEFITING THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, INC., A GAS AND ELECTRIC COMPANY, CENTURYLINK, INC., ANY TELECOMMUNICATIONS COMPANY, ANY CABLE TELEVISION COMPANY, ANY CABLE TELEVISION COMPANY, THE LOT OWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DELINEATED ON THE FACE OF THE PLAT OF SAID SUBDIVISION. (TO REMAIN) (SEE )
- LOT 6 OF I-5 COMMERCE PLACE IS SUBJECT TO A 30-FOOT EASEMENT DELINEATED ON THE FACE OF THE PLAT OF SAID SUBDIVISION; FOR INGRESS, EGRESS AND UTILITIES FOR THE BENEFIT OF LOT 7 AND THE OWNERS ASSOCIATION. (HEREBY VACATED) (SEE )
- LOTS 9, 10, 11, 12, AND TRACT "D" OF I-5 COMMERCE PLACE ARE SUBJECT TO A 30-FOOT INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 9-12, AND TRACT "D". (HEREBY VACATED) (SEE )
- TRACT "D" OF I-5 COMMERCE PLACE IS SUBJECT TO A 150 FOOT WETLAND BUFFER AS SHOWN ON THE FACE OF THE PLAT OF I-5 COMMERCE PLACE. (SEE )
- A PORTION OF THE LAND IS SUBJECT TO AGREEMENT AND THE TERMS AND CONDITIONS THEREOF GRANTING TO CITY OF TUMWATER AND KAUFMAN REAL ESTATE, LLC TO MAINTAIN STORM WATER FACILITIES AND IMPLEMENT A POLLUTION SOURCE CONTROL PLAN AS RECORDED SEPTEMBER 27, 2022 AUDITOR'S FILE NO. 4952601. (AGREEMENT HEREBY TERMINATED)
- A PORTION OF THE LAND IS SUBJECT TO EASEMENT, OR QUASI-EASEMENT, DEDICATED IN SAID PLAT FOR THE RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE HEREBY WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS. (HEREBY VACATED)

- A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO RESTRICTIONS AND PLAT NOTES AS SHOWN ON THE FACE OF I-5 COMMERCE PLACE:

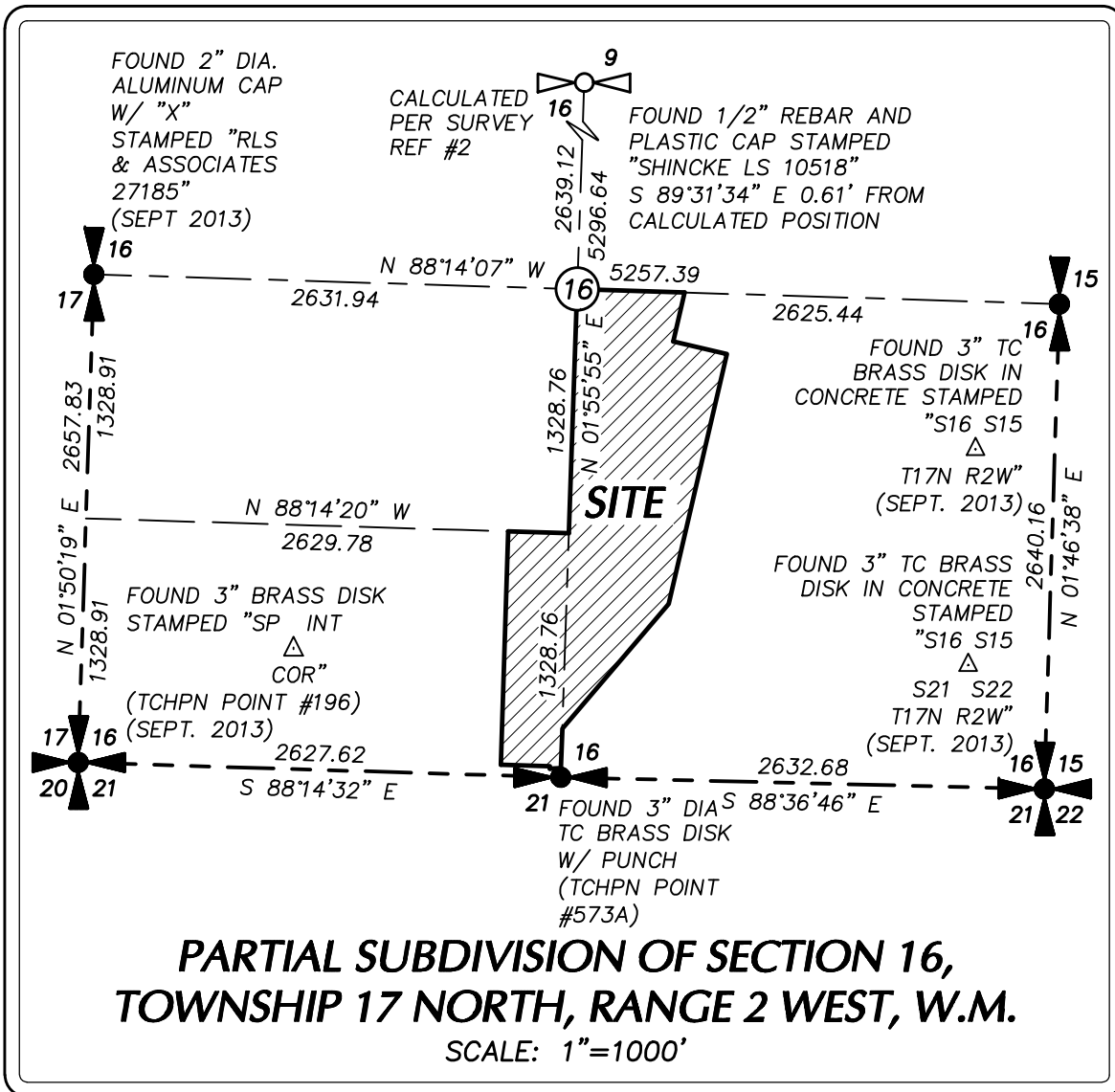
- PURSUANT TO CHAPTER 17.22 OF THE TUMWATER MUNICIPAL CODE, LOTS 1 THROUGH 12 ARE SUBJECT TO ALL SERVICE FEES AND CHARGES WHICH MAY BE LEVIED BY THE OWNERS ASSOCIATION FOR THE MAINTENANCE, OPERATION AND IMPROVEMENT OF COMMUNITY FACILITIES AND FOR LIENS FOR ANY UNPAID SERVICE FEES OR CHARGES.
- TRACTS A, B, C, & D SHALL BE OWNED AND MAINTAINED BY THE I-5 COMMERCE PLACE LOT OWNERS ASSOCIATION.
- TRACTS A & B ARE DESIGNATED STORM WATER MANAGEMENT AREAS FOR THIS PLAT. THE STORM WATER SYSTEMS SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION IN ACCORDANCE WITH THE STORM WATER MAINTENANCE PLAN RECORDED WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS PLAT.
- TRACT C IS DESIGNATED AS OPEN SPACE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE LOT OWNERS ASSOCIATION AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES AND SHALL BE SUFFICIENT FOR THE FRONT YARD LANDSCAPING REQUIREMENTS FOR LOTS 1-9 & LOT 11 INCLUSIVE. ADDITIONALLY, THE 25.5 FEET OF LANDSCAPING ADJACENT TO LOT 1 FRONTING ON 93RD AVENUE SE SHALL COUNT TOWARD THE 15% LANDSCAPE REQUIREMENT FOR DEVELOPMENT OF LOTS 1-12.
- THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS OR DRIVEWAYS NOT HEREIN DEDICATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
- VEHICULAR ACCESS TO 93RD AVENUE SE FROM LOT 1 IS RESTRICTED, THE APPROVED ACCESS POINTS ARE FROM LEGACY COURT SW.
- EACH LOT IN THE SUBDIVISION SHALL PROVIDE A STORM WATER MANAGEMENT PLAN, IN ACCORDANCE WITH ANY OF TUMWATER STANDARDS AT THE TIME OF DEVELOPMENT OF EACH LOT.
 - THE KAUFMAN HABITAT CONSERVATION PLAN WAS PREPARED AND SUBSEQUENTLY APPROVED BY THE U.S. FISH & WILDLIFE SERVICE (USFWS) FOR THIS PLAT TO MITIGATE POTENTIAL IMPACTS TO THE OLYMPIA POCKET GOPHER, TAYLOR'S CHECKERSPOT BUTTERFLY AND STREAKED HORNED LARK (FEDERAL FISH AND WILDLIFE PERMIT NUMBER TE91853B-0). THE MITIGATION MEASURES INCLUDED IN THE APPROVED PLAN HAVE BEEN IMPLEMENTED AND NO FURTHER MITIGATION WILL BE REQUIRED FOR THE DEVELOPMENT OF EACH LOT WITHIN THIS PLAT.
 - THE PROPERTY OWNER AND THE CITY OF TUMWATER WISH TO RECORD THIS FINAL PLAT WITHOUT DELAY AND WHEREAS IT IS UNDETERMINED HOW LOTS 9, 10, 11 AND 12 WILL DEVELOP, EITHER SEPARATELY OR CONSOLIDATED INTO FEWER PARCELS, IT IS HEREBY AGREED BETWEEN THE CITY OF TUMWATER AND KAUFMAN REAL ESTATE LLC AND ITS SUCCESSOR AND ASSIGNS TO DELAY THE CONSTRUCTION OF THE WATER MAIN AND THE SEWER MAIN AND THE GRANTING OF THE EASEMENTS TO THE NORTH PROPERTY LINE OF THE I-5 COMMERCE PLAT UNTIL SUCH TIME AS THE LOTS DEVELOP, WHETHER AS ONE CONSOLIDATED PARCEL OR INDIVIDUAL PARCELS.

THE GRANTING OF THE WATER MAIN AND SEWER MAIN EASEMENTS IN ADDITION TO THE CONSTRUCTION OF THE UTILITIES WILL BE CONDITIONED UPON FUTURE SITE DEVELOPMENT/GRADING PERMITS AND/OR BUILDING PERMITS FOR THE LOTS 9, 10, 11, AND 12.

(ITEMS "A" THROUGH "F", AND "H" ARE HEREBY VACATED)

- EASEMENT PROVISIONS AS SHOWN ON THE FACE OF I-5 COMMERCE PLACE:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF TUMWATER, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, INC., A GAS AND ELECTRIC COMPANY, CENTURYLINK, INC., ANY TELECOMMUNICATIONS COMPANY, ANY CABLE TELEVISION COMPANY, THE LOT OWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTS OF ALL LOTS AND TRACTS TOGETHER WITH THOSE EASEMENTS DEPICTED ON SHEETS 4 & 5 IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN ANY PRIVATE OR PUBLIC UTILITIES, INCLUDING UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER, STREET LIGHTING AND UTILITY SERVICE; TOGETHER WITH THE RIGHT TO ENTER UPON LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING. (TO REMAIN)

**LAND SURVEYORS NOTES:**

- THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.
- ALL CORNERS NOTED AS FOUND WERE VISITED IN AUGUST OF 2013 AND JUNE OF 2025.

SURVEY REFERENCES

- SUBDIVISION GUARANTEE ISSUED BY THURSTON COUNTY TITLE DATED APRIL 24, 2025 UNDER FILE NO. TH45797
- THURSTON COUNTY HIGH PRECISION SURVEY CONTROL NETWORK
- SR5 RIGHT OF WAY PLANS, MAYTOWN TO TUMWATER, SHEETS 6-12 DATED MAY 1952
- SR5 RIGHT OF WAY PLAN, MAYTOWN TO TUMWATER, LATHROP ROAD INTERCHANGE, SHEET 2 DATED DECEMBER 21, 1965
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4178427
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3848391
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3705330
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161359
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 3161358
- SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9008090011
- PLAT OF I-5 COMMERCE PLACE RECORDED UNDER AUDITOR'S FILE NO. 4952603



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SERVICE LINE AGREEMENT

CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION D/B/A CHEHALIS
TRIBAL ENTERPRISES

AND

CITY OF TUMWATER

PARCEL LEGAL:

OWNER: CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION

NOW, WHEREAS, the City of Tumwater, its successors and assigns, hereinafter termed Service Provider, has been requested to extend utilities over, under, and/or across the above set forth parcel, as depicted on the attached sketch map set forth on Exhibit A attached hereto and made a part hereof, which parcel is held in trust for the Owner set forth above.

WHEREAS, the location of the service line(s) to serve this site and its extent is more particularly depicted and delineated on Exhibit A, which has been prepared in accordance with 25 CFR 169.22(c).

WHEREAS, the regulation, 25 CFR 169.22, requires an agreement to be entered into between the Owner and the Applicant before any work by the Applicant may be undertaken to construct a service line over, under and / or across the subject Parcel.

WHEREAS, the regulation further provides that a service line shall be for the sole purpose of supplying the authorized occupants / and Owner with telephone, water, electric and / or gas power and other utilities for use by the occupants / Owner of the land on the premises.

NOW THEREFORE, it is hereby agreed that in consideration of the Applicant furnishing the utility service to the above set forth described Parcel, the authorized sole Owner grants permission to the Applicant to construct and maintain a service line over, under and / or across the said Parcel as set forth above without payment of any monetary compensation for damages.

BE IT FURTHER AGREED, that the presence and use of such facilities located with the above described Parcel shall give no title in said Parcel to said Applicant, but does permit for the Applicant's workmen and contractors from time to time to enter upon such Parcel for the purpose of installation, repair, upgrades, maintenance and testing of the Applicant's equipment.

Executed as of the last date a signatory signs below.

Confederated Tribes of the Chehalis Reservation, Owner

By: _____
Dustin Klatush, Chairman

Date: _____

Applicant

By: _____

Date: _____

EXHIBIT A

SERVICE LINE AGREEMENT – LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°14'33" WEST, 297.32 FEET;

THENCE NORTH 01°50'16" EAST, 58.71 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 93RD AVENUE SW AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°50'16" EAST, 56.13 FEET;

THENCE SOUTH 88°09'44" EAST, 5.50 FEET;

THENCE NORTH 01°50'16" EAST, 10.00 FEET;

THENCE NORTH 88°09'44" WEST, 5.50 FEET;

THENCE NORTH 01°50'16" EAST, 247.88 FEET;

THENCE SOUTH 88°09'44" EAST, 5.50 FEET;

THENCE NORTH 01°50'16" EAST, 10.00 FEET;

THENCE NORTH 88°09'44" WEST, 5.50 FEET;

THENCE NORTH 01°50'16" EAST, 180.16 FEET;

THENCE NORTH 40°27'10" EAST, 462.17 FEET;

THENCE SOUTH 49°32'50" EAST, 11.75 FEET;

THENCE NORTH 40°27'10" EAST, 10.00 FEET;

THENCE NORTH 49°32'50" WEST, 11.75 FEET;

THENCE NORTH 40°27'10" EAST, 48.90 FEET;

THENCE NORTH 07°38'49" EAST, 92.53 FEET;

THENCE NORTH 01°55'54" EAST, 189.67 FEET;

THENCE SOUTH 88°04'06" EAST, 11.50 FEET;

THENCE NORTH 01°55'54" EAST, 10.00 FEET;

THENCE NORTH 88°04'06" WEST, 11.50 FEET;

THENCE NORTH 01°55'54" EAST, 315.64 FEET;

THENCE SOUTH 88°04'06" EAST, 11.75 FEET;

THENCE NORTH 01°55'54" EAST, 10.00 FEET;

THENCE NORTH 88°04'06" WEST, 11.75 FEET;

THENCE NORTH 01°55'54" EAST, 36.31 FEET;

THENCE NORTH 25°12'28" EAST, 64.41 FEET;

THENCE NORTH 78°25'34" EAST, 80.31 FEET;

THENCE NORTH 31°35'13" EAST, 44.34 FEET;

THENCE SOUTH 58°24'47" EAST, 16.60 FEET;

THENCE NORTH 31°35'13" EAST, 10.00 FEET;

THENCE NORTH 58°24'47" WEST, 16.60 FEET;

THENCE NORTH 31°35'13" EAST, 11.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE RADIUS POINT BEARS, SOUTH 47°24'48" WEST, 55.00 FEET;

THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 30.38 FEET, THROUGH A CENTRAL ANGLE OF 031°39'12";

THENCE SOUTH 31°35'13" WEST, 28.52 FEET;

EXHIBIT A

SERVICE LINE AGREEMENT – LEGAL DESCRIPTION

THENCE SOUTH 68°44'11" WEST, 104.99 FEET;
 THENCE SOUTH 24°53'08" WEST, 74.87 FEET TO A POINT BEING 5.50 FEET EASTERLY OF THE
 EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, WHEN MEASURED AT A RIGHT
 ANGLE;
 THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE, SOUTH 01°55'54" WEST, 524.41 FEET;
 THENCE SOUTH 07°38'49" WEST, 139.92 FEET;
 THENCE SOUTH 40°27'10" WEST, 513.52 FEET TO A POINT BEING 1.00 FEET EASTERLY OF THE
 WEST MOST LINE OF PLAT OF I-5 COMMERCE PLACE AS RECORDED UNDER AUDITOR'S FILE
 NUMBER 4952603, WHEN MEASURED AT A RIGHT ANGLE;
 THENCE SOUTHERLY PARALLEL WITH SAID WEST MOST LINE, SOUTH 01°50'16" WEST, 514.72
 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF 93RD AVENUE SW;
 THENCE EASTERLY ALONG SAID NORTHERLY MARGIN, SOUTH 88°14'33" EAST, 30.00 FEET TO
 THE POINT OF BEGINNING;

CONTAINING 59,186 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR, P.L.S.

MTN2COAST, LLC

05/14/2025

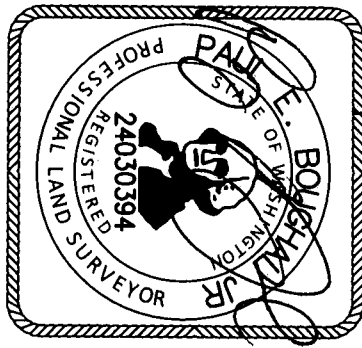


MATCH LINE: SEE BOTTOM
MIDDLE OF THIS SHEET

EXHIBIT B

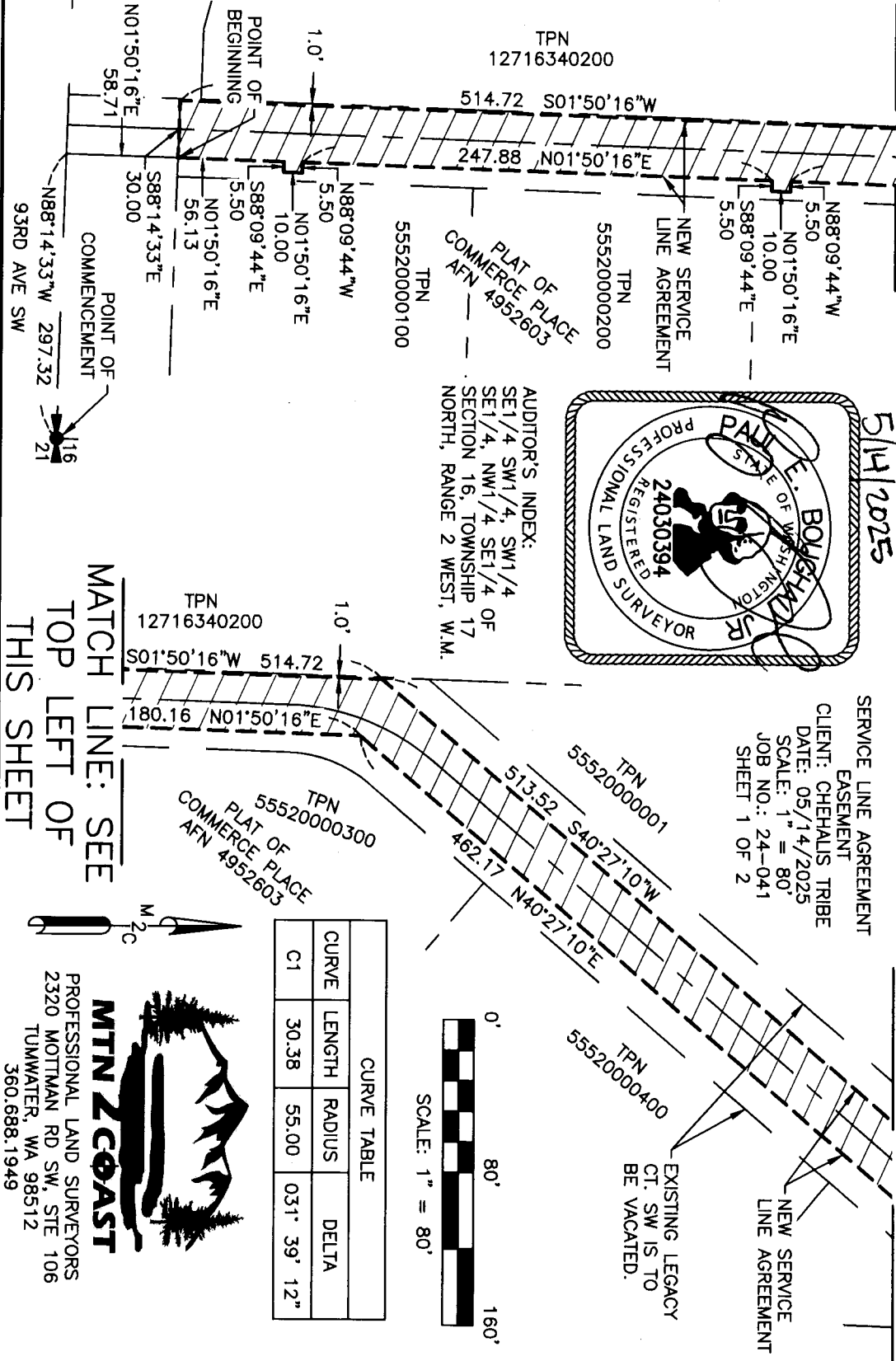
MATCH LINE: SEE BOTTOM
LEFT OF SHEET SV-2

5/14/2025



SERVICE LINE AGREEMENT
EASEMENT
CLIENT: CHEHALIS TRIBE
DATE: 05/14/2025
SCALE: 1" = 80'
JOB NO.: 24-041
SHEET 1 OF 2

AUDITOR'S INDEX:
SE 1/4 SW 1/4, SW 1/4
SE 1/4, NW 1/4 SE 1/4 OF
SECTION 16, TOWNSHIP 17
NORTH, RANGE 2 WEST, W.M.



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	30.38	55.00	031° 39' 12"

MTN 2 COAST
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

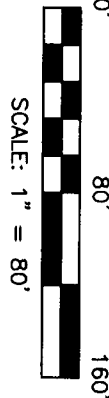
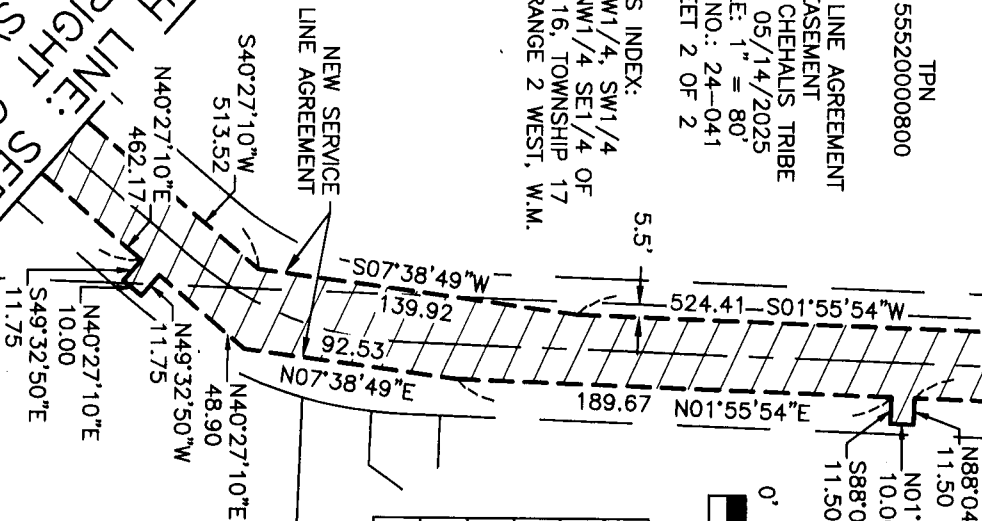
MATCH LINE: SEE BOTTOM RIGHT OF THIS SHEET

TPN
55520000800

SERVICE LINE AGREEMENT
EASEMENT
CLIENT: CHEHALIS TRIBE
DATE: 05/14/2025
SCALE: 1" = 80'
JOB NO.: 24-041
SHEET 2 OF 2

AUDITOR'S INDEX:
SE1/4 SW1/4, SW1/4
SE1/4, NW1/4 SE1/4 OF
SECTION 16, TOWNSHIP 17
NORTH, RANGE 2 WEST, W.M.

MATCH LINE:
TOP RIGHT: SEE
SHEET SV-17



LINE TABLE	
LINE	BEARING
L41	16.60 S58°24'47"E
L42	10.00 N31°35'13"E
L43	16.60 N58°24'47"W
L44	11.03 N31°35'13"E

MTN 2 COAST
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

MATCH LINE: SEE TOP LEFT OF THIS SHEET

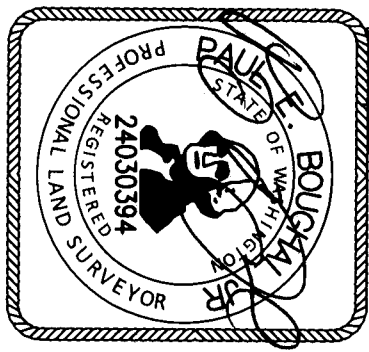
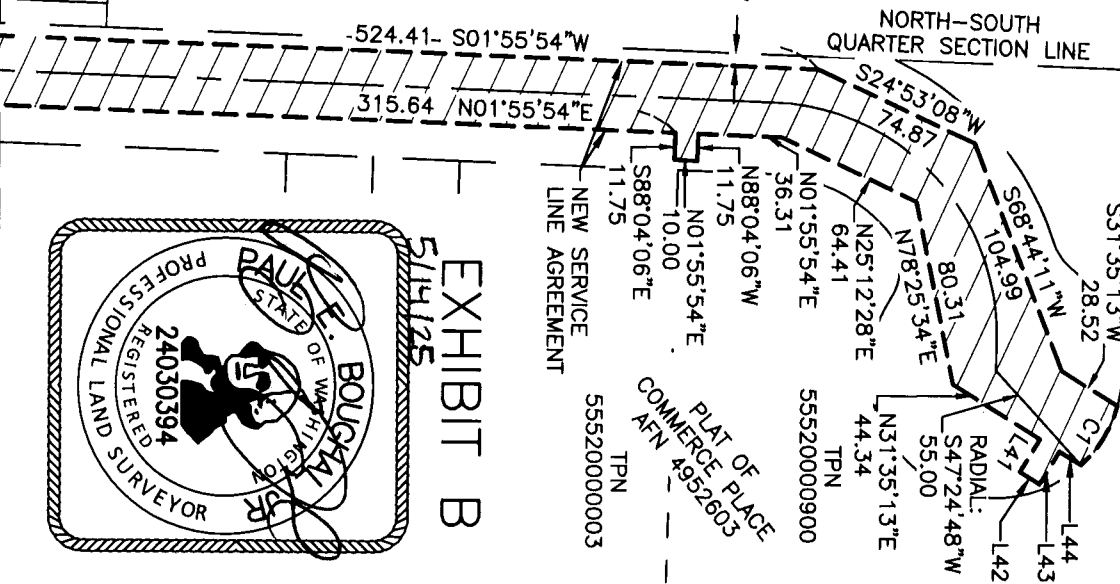
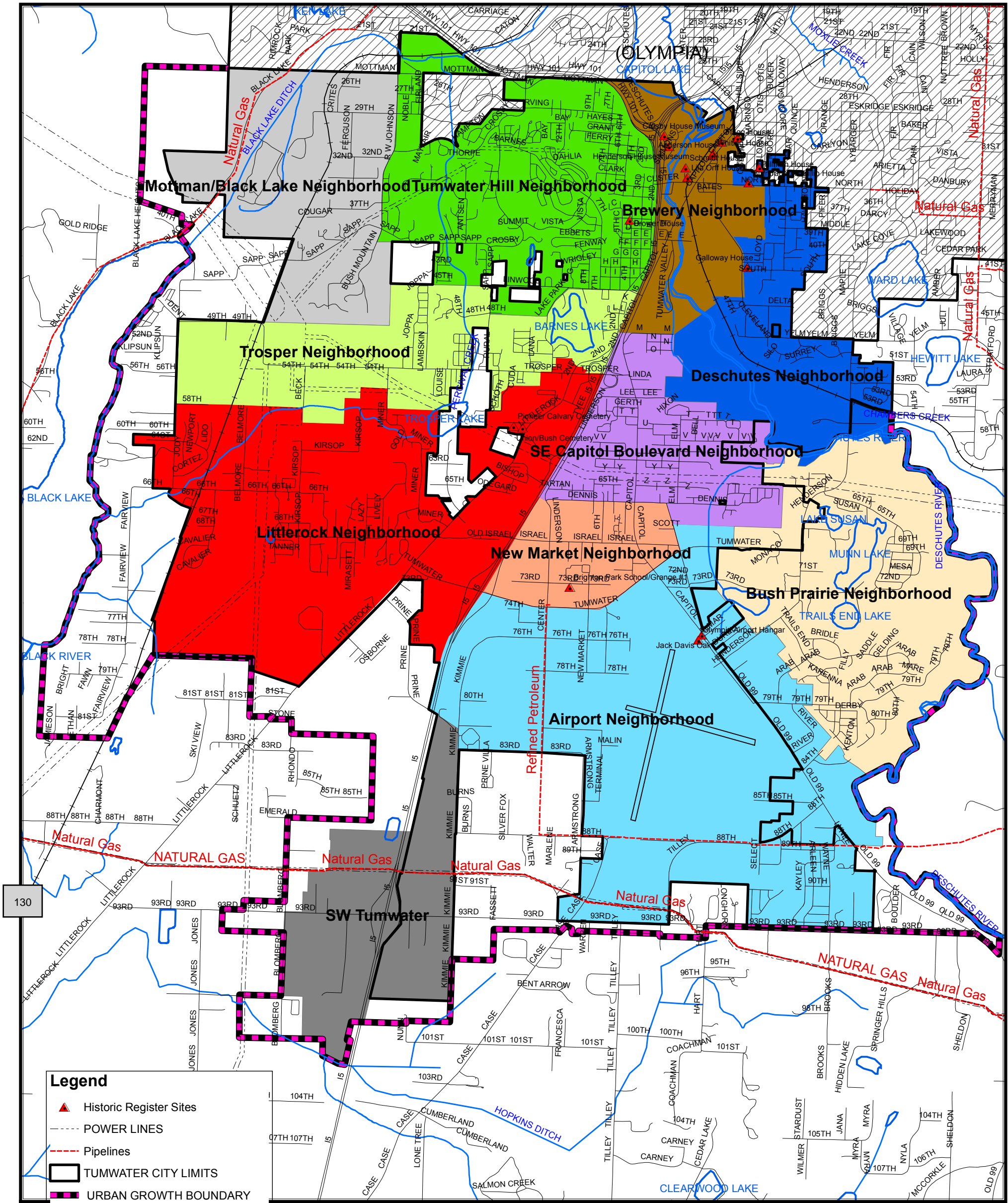


EXHIBIT B

CITY OF TUMWATER

NEIGHBORHOODS



Legend

- ▲ Historic Register Sites
- POWER LINES
- - - Pipelines
- TUMWATER CITY LIMITS
- ▬ URBAN GROWTH BOUNDARY

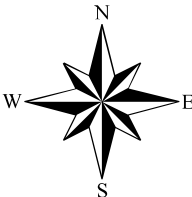
NEIGHBORHOOD

- Airport Neighborhood
- Brewery Neighborhood
- Bush Prairie Neighborhood
- Deschutes Neighborhood
- Littlerock Neighborhood
- Mottman/Black Lake Neighborhood
- New Market Neighborhood
- SE Capitol Boulevard Neighborhood
- SW Tumwater
- Trospen Neighborhood
- Tumwater Hill Neighborhood



1:36,000

TUMWATER COMMUNITY DEVELOPMENT DEPARTMENT
December 27, 2016
Neighborhoods Map 11X17.mxd



DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Alex Baruch

From: Shaun Dinubilo <sdinubilo@squaxin.us>
Sent: Tuesday, December 9, 2025 1:23 PM
To: Alex Baruch
Cc: Doyle Foster
Subject: RE: Notice of Application - I-5 Commerce Plat Vacation - TUM-25-0756

Hello Alex,

Thank you for contacting the Squaxin Island Tribe Cultural Resources Department regarding the above listed project (NOA) for our review and comment. We have no specific cultural resource concerns for this project. However, if DAHP recommends a survey, or any other additional recommendations, we concur with DAHP's recommendations. We would prefer to receive an electronic copy by email once completed. We also strongly recommend that the applicant and contractors have a copy of the Inadvertent Discovery Plan (IDP) on the project site at all times. If any archaeological or cultural resources are uncovered during implementation, please halt work in the area of discovery and contact DAHP and the Squaxin Island Tribe's CRD Archaeologist, Shaun Dinubilo via email at sdinubilo@squaxin.us.



Shaun Dinubilo
 Archaeologist
 FAA Certified (Section 107) sUAS Remote Pilot
 Cultural Resource Department
 Squaxin Island Tribe
 200 S.E. Billy Frank Jr. Way
 Shelton, WA 98584
 Phone: 360-432-3998
 Email: sdinubilo@squaxin.us
 Office Hours: 7:30 am to 4:00 pm

Email is my preferred method of communication.

As per 43 CFR 7.18[a][1]) of the Archaeological Resource Protection Act, Section 304 of the National Historic Preservation Act, and RCW 42.56.300 of the Washington State Public Records Act- Archaeological Sites, all information concerning the location, character, and ownership of any cultural resource is exempt from public disclosure.

From: Jessica Lee <JLee@ci.tumwater.wa.us>
Sent: Wednesday, November 26, 2025 10:07 AM
Subject: Notice of Application - I-5 Commerce Plat Vacation - TUM-25-0756

The Notice of Application for, I-5 Commerce Plat Vacation - TUM-25-0756 is ready to view [HERE](#). If you have any questions or would like additional information, please contact Alex Baruch at 360-754-4180 or abaruch@ci.tumwater.wa.us.

Jessica Lee | Administrative Assistant

City of Tumwater Community Development

555 Israel Rd SW | Tumwater, WA 98501

(360) 754-4180

jlee@ci.tumwater.wa.us | www.ci.tumwater.wa.us