RESOLUTION NO. R2026-019

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

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

WHEREAS, city staff negotiated a development agreement ("Agreement") with Costco Wholesale Corporation, and a copy of that Agreement is attached hereto as Attachment A and incorporated herein by reference; and

WHEREAS, on November 2, 2026, the City Council held a public hearing, after public notice as required by law, on the Agreement with Costco Wholesale Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. **Approval and Authorization**. After reviewing the Agreement and considering all the testimony and information presented at the public hearing, the City Council finds that the Agreement is consistent with the criteria set forth in RCW 36.70B.170 and approves the Agreement attached as Attachment A hereto. The Mayor is authorized to execute the Agreement with Costco Wholesale Corporation and to take all further and necessary action required by the Agreement.

Section 2. **Ratification**. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon adoption and signature as provided by law. Provided, however, in order to claim the benefits of the Agreement and acquire the rights, privileges, and authorities hereby granted, Costco Wholesale Corporation must, within thirty (30) days of the effective date of this Resolution, file in the office of the City Clerk, its

written acceptance of the Agreement. The failure of Costco Wholesale Corporation to file such an acceptance shall be deemed a rejection by Costco Wholesale Corporation and this Resolution shall be null and void.

RESOLVED this ____ day of _____, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF A COSTCO WHOLESALE MEMBERSHIP FACILITY AND OUTPARCEL DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into this _____ day of _____, 2026 ("**Effective Date**"), by and between the City of Tumwater, a Washington municipal corporation ("**City**"), and Costco Wholesale Corporation, a Washington corporation ("**Costco**"). The City and Costco may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. The City is a non-charter code city incorporated under the laws of the State of Washington. The City has authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and thereby control the use and development of the Lands (as hereinafter defined) and specify zoning and land use regulatory controls within the jurisdictional limits of the City.

B. Pursuant to the State's Growth Management Act, Ch. 36.70A RCW ("**GMA**"), the City has authority, under RCW 36.70B.170 through 36.70B.210, to enter into a development agreement with a person having ownership or control of real property wherein the parties agree to development standards and other provisions that shall apply and govern and vest the development, use, and mitigation of the real property. This Agreement is also entered into under the City's general contracting authority and the City's State Environmental Policy Act, Ch. 43.21C RCW ("**SEPA**") mitigation agreement authority.

C. Costco has control of certain real property at the southwest corner of the Tumwater Boulevard/I-5 Interchange in Tumwater, Washington (as more particularly described in Section 1 below, the "**Lands**").

D. Costco desires to develop a portion of the Lands with a wholesale and retail general merchandise facility (which facility may feature a number of departments including, but not limited to, produce, meats, deli, bakery, frozen and cold foods, pantry and household items, electronics, home goods, apparel, health and beauty, jewelry, optical, pharmacy, hearing aid center, tires, and specialty kiosks), fuel facility, possible car wash, associated parking and other improvements, as more particularly described in Section 2.a below (collectively, the "**Costco Facility**"). Upon opening the Costco Facility on the Lands, Costco intends to cease operations from its current lands and facilities located on Thurston County tax parcel number 12834430800 (such existing lands and facilities, the "**Existing Costco Location**").

E. Costco desires to retain the balance of the Costco Lands not developed for the Costco Facility for future retail and/or other development in multiple phases (as more particularly described in Section 2.b below, the "**Retained Development**").

F. The initial phase of the Retained Development, as more particularly described in Section 2.b.i below ("**RD Phase 1**"), will be considered under this Agreement. The balance of the Retained Development, as more particularly described in Section 2.b.ii below ("**RD Phase 2**"), will be developed in the future, and such future development will be considered independently from this Agreement.

G. For purposes of this Agreement, the "**Project**" shall refer to the overall development of the Costco Lands for the Costco Facility and RD Phase 1, as more particularly described in Section 2 below.

H. Both the City and Costco find it desirable to enter into this Agreement to plan for the orderly development of the Project and the necessary environmental mitigation and public transportation infrastructure to support the Project.

I. The City's Comprehensive Plan includes the planned extension of a minor arterial roadway, Tyee Drive. Costco is willing to:

(1) Extend Tyee Drive from Tumwater Boulevard through a portion of the Lands terminating in a roundabout (as more particularly described in Section 6.a.i below, the "**Tyee Improvement**");

(2) Dedicate the right-of-way to extend Tyee Drive from the terminus of the Tyee Improvement across the remainder of the Lands so that the City or a future developer with respect to a portion of the Retained Development may, in the future, extend Tyee Drive to intersect with Prine Drive SW (the "**Tyee Drive Extension**"); and

(3) Contribute toward the cost of the construction of a roundabout at the intersection of the Tyee Improvement and other road improvements along Tumwater Boulevard (as more particularly described in Section 6.a.ii below, the "**Tumwater Improvement**"), which contribution will be in the form of cash and, if necessary, the dedication of right-of-way as more particularly described in Section 6.a.ii below.

J. The construction of the Tyee Improvement and Tumwater Improvement provide both a public benefit and necessary access to the Lands. Further, the future extension of Tyee Drive along the Tyee Drive Extension will provide additional public benefit by improving the City's overall transportation system and supporting the development of other real property.

K. The City's development standards require that, as a condition of development, real properties lying within the alignment of the future extension of Tyee Drive dedicate the necessary rights-of-way and construct Tyee Drive, which Costco is willing to do as a condition of developing the Costco Facility. The City desires to share in the cost of the

Tyee Improvement to account for the public benefit that it will provide in addition to mitigating the traffic impacts of the Project.

L. Development of the Costco Facility will also require the City to install a roundabout at the intersection of the northbound I-5 off-ramp and Tumwater Boulevard (**"Tumwater/I-5 RAB"**) to address an existing transportation system deficiency.

M. The City finds that Costco's presence in the community provides economic and community benefit to the City and its residents. Further, the City finds that the public benefits of entering into this Agreement include, but are not limited to, Costco's participation in construction of roads and other public infrastructure, increased local property and sales tax revenues, and the retention and creation of employment opportunities for residents of the City and nearby communities in Thurston County.

N. After a public hearing held on November 2, 2026, the City Council adopted Resolution No. R2026-019, based on the staff report, testimony, and other evidence provided. The City Council found that this Agreement supports the public health, safety, and welfare and the best interests of the citizens of Tumwater, and authorized the Mayor to execute this Agreement with Costco.

AGREEMENT

1. **Description of the Lands**. The Lands consist of approximately 55.02 total acres legally described on **Exhibit A** attached hereto and depicted on **Exhibit B** attached hereto.

2. **Project**. In exchange for the promises and consideration contained in this Agreement, Costco shall have the right to construct the Project on the Lands. A conceptual site plan of the Lands, depicting the Project and identifying the Retained Development, is attached as **Exhibit C** (the **"Site Plan"**). The Project includes the following general attributes:

   a. Costco Facility. The Costco Facility will be situated on two (2) parcels containing approximately 26.46 total acres of the Lands. The Costco Facility is, as of the Effective Date, comprised of the following:

      i. *Building Size*. At least 165,000 total square feet.

      ii. *Parking*. Approximately 1,000 parking stalls.

      iii. *Tree Protection Easement*. Approximately **2.56** acres for the benefit of the entire Project and RD Phase 2, as identified on the Site Plan (the **"Tree Protection Easement"**).

      iv. *Fuel Facility*. The Costco Facility may, in Costco's sole discretion, include a vehicle fueling facility initially containing four islands with five dispensers per island, resulting in a total of 20 dispensers and 40 fueling

positions, subject to potential expansion for a fifth island as shown on the Site Plan.

v. *Car Wash.* The Costco Facility may, in Costco's sole discretion, include a single 125-foot tunnel car wash.

b. Retained Development. The Retained Development will proceed in two (2) phases across 22.98 total acres of the Lands:

i. *Phase 1.* RD Phase 1 will consist of several parcels containing approximately 8.48 total acres of the Lands, as identified on the Site Plan.

ii. *Phase 2.* RD Phase 2 of the Retained Development will be initially reserved in a single parcel containing the remaining 14.50 acres of the Lands, as identified on the Site Plan, and may be further subdivided in the future to accommodate the proposed development thereof. Except as specifically set forth in Section 13.a below with respect to the satisfaction of tree mitigation requirements applicable to the development of the entirety of the Lands, RD Phase 2 is not a part of this Agreement and any future permitting and development review will occur independently of this Agreement.

c. Tyee Drive Right-of-Way. The remaining 5.58 acres of the Lands consists of right-of-way for the Tyee Improvement and the Tyee Drive Extension, as identified on the Site Plan (the "**Tyee Drive ROW**").

3. **Target Date for Completion.** The target outside date for completion of the Costco Facility is August 31, 2028.

4. **Costco Contributions.** As consideration for this Agreement, Costco has agreed to the following contributions:

a. Dedication of the Tyee Drive ROW for the Tyee Improvement and the Tyee Drive Extension, valued at **$1,704,962.00** (i.e., $7.00 per square foot for approximately **243,566** square feet);

b. Construction of the Tyee Improvement, valued (inclusive of soft costs) at approximately **$7,790,692.00**;

c. Payment of a preliminary estimated amount of **$2,930,939.05** toward the construction of the Tumwater Improvement, which sum represents **sixty-five percent (65%)** of the preliminary estimated total hard and soft costs to complete the Tumwater Improvement (provided, however, that the total final payment obligation shall be based on 65% of the actual hard and soft costs to complete the Tumwater Improvement);

d. Dedication of right-of-way for the Tumwater Improvement, valued at **$170,905.00** (i.e., $7.00 per square foot for approximately **24,415** square feet);

e. Extension and oversizing utilities (including, but not limited to, potable water and sanitary sewer lines) (collectively, the "**Utility** Improvements"), valued (inclusive of soft costs) at approximately **$1,414,858.00**; and

f. Payment of approximately **$2,797,184.00** for the Costco Facility's share of the Tumwater/I-5 RAB improvements ("**Interchange Fee**"). For clarity, the Interchange Fee is applicable to the Costco Facility only, and any similar fee for any development occurring within the Retained Development will be determined based on that applicable development's share of the Tumwater/I-5 RAB improvements if and when permits are obtained for such development.

5. **Infrastructure Improvements.** The construction of the Costco Facility and RD Phase 1 is dependent on the completion of the Tyee Improvement, the Tumwater Improvement and the Utility Improvements (collectively, the "**Costco Infrastructure Improvements**"), and the completion by the City of the Tumwater/I-5 RAB (together with the Costco Infrastructure Improvements, the "**Infrastructure Improvements**"). The shared responsibility for financing and constructing the Infrastructure Improvements is described in Sections 6 and 7 below.

6. **Costco Infrastructure Improvements.**

a. Scope.

i. *Tyee Improvement.* Costco shall design and construct the Tyee Improvement as generally depicted on **Exhibit D** attached hereto. The City acknowledges and agrees that the construction of the Tyee Drive Extension shall not be a requirement for development of the Costco Facility or RD Phase 1.

ii. *Tumwater Improvement.* The Tumwater Improvement is a required improvement for the Project. Costco shall design and construct, or cause the design and construction of, the Tumwater Improvement as generally depicted on **Exhibit E** attached hereto. In furtherance thereof, Costco shall have the right to enter (and has entered or will enter into) a private agreement with the fee owner(s) of certain real property north of the Lands that will share in the benefit of the Tumwater Improvements to allocate the Tumwater Improvement design and construction costs.

iii. *Utility Improvement.* Costco shall design and construct the Utility Improvements as generally depicted on **Exhibit F-1** attached hereto.

b. Development Standards. Costco shall construct, or have constructed, the Costco Infrastructure Improvements to the City's development standards. Development standards include, without limitation, all items of land development listed in RCW 36.70B.170(3)(a-j); the ordinances and regulations adopted by the Tumwater City Council in effect on the Effective Date, including those governing the permitted uses of land, the density and intensity of uses, and the design, improvement, construction standards; the provisions of this Development Agreement; the City's Comprehensive Plan; Official Zoning Map; development and design standards; Tumwater Municipal Code; SEPA; the City's concurrency ordinance; and other applicable City ordinances, codes, rules, or regulations (collectively, the "**Development Standards**"). Development Standards does not include non-land use regulations, which includes taxes and impact fees.

c. Conformance with Plans. The Costco Infrastructure Improvements shall be constructed in conformance with the plans for the Costco Infrastructure Improvements approved by the City in the issuance of the development permits necessary to perform the work.

d. Allocation of Construction Costs. Costco shall bear all costs for the planning, permitting, design, and construction of the Tyee Improvement and the Utility Improvements in conformance with the plans and specifications for such improvements that are approved as part of the Costco Facility approval. The City acknowledges that Costco will contribute toward the cost for planning, permitting, design, and construction of the Tumwater Improvement pursuant to the private agreement described in Section 6.a.ii above.

e. Prevailing Wages. Costco agrees to pay the prevailing rate of wage, as defined in RCW 39.12.010, for all work on the Tyee Improvement and the Utility Improvements.

f. City Reimbursements for the Certain Costco Infrastructure Improvements.

i. *Tyee Improvement.* The City shall reimburse Costco for the design and construction of the Tyee Improvement in an amount equal to the lesser of the following (the "**Tyee Reimbursement**"):

1. the sum of (x) the value of the Tyee Drive ROW (as stated in Section 4.a above), plus (y) the actual hard and soft costs of the construction of the Tyee Improvement (the estimate of which is set forth in Section 4.b above); and

2. $5,140,100.00.

The Tyee Reimbursement assumes that the portion of the Lands comprising the Costco Facility and RD Phase 1, less any area needed for roadways, storm facilities, and tree tracts, and other necessary utilities and infrastructure, will be primarily developed with sales tax generating general commercial uses as permitted by Tumwater Municipal Code ("**TMC**") 18.22.020-040, including the Costco Facility. The Tyee Reimbursement shall be paid to Costco in accordance with Section 6.g below.

ii. *Utility Improvements*. The City shall reimburse Costco for the design and construction of the Utility Improvements in an amount equal to the lesser of the following (the "**Utility Upsizing Reimbursement**"):

1. the difference between (x) the estimated cost of water and sewer mains within public rights-of-way required to serve development of the Lands alone, and (y) the actual hard and soft costs of the construction of the Utility Improvements, sized as prescribed in the City's Water System Plan and Comprehensive Sewer System Plan (the estimate of which is depicted in **Exhibit F-2** attached hereto); and

2. $300,000.00.

The Utility Upsizing Reimbursement shall be paid to Costco in accordance with Section 6.g below.

g. Cost Verification and City Reimbursement. Following the completion of the Tyee Improvement and the Utility Improvements and inspection and acceptance by the City, Costco shall submit a cost verification statement to the City in the form of **Exhibit G** attached hereto, together with an itemized listing of the quantities of materials used and the associated costs and evidence of payment (collectively, the "**Cost Verification Statement**"). The Cost Verification Statement shall be submitted to the City no later than the date that is ninety (90) days after the later of the following:

i. The date that the portion of the Costco Facility described in Sections 2.a.i and 2.a.ii above is open for full-time business operations with a full line of products and services (subject to Costco's membership and operations policies, and for hours of operation consistent with Costco's other facilities in the State of Washington); and

ii. The date a temporary or permanent certificate of occupancy (collectively, a "**Certificate of Occupancy**") is issued by the City, indicating that the portion of the Costco Facility described in Sections 2.a.i and 2.a.ii above complies with the applicable provisions of the building codes and laws of the City, including, if applicable, a temporary certificate of occupancy under which Costco is permitted to Open for Business.

The City shall reimburse Costco the amount of the Tyee Reimbursement and the Utility Upsizing Reimbursement within one hundred eighty (180) days of receipt of the complete Cost Verification Statement. For the avoidance of doubt, the development and opening of the fuel facility and/or car wash described in Sections 2.a.iv and 2.a.v, respectively, above shall not be (and shall not be deemed to be) a condition or requirement hereunder for purposes of determining whether the Costco Facility is complete and/or is open for business as described in Section 6.g.i above.

7. **City Infrastructure Improvements: Tumwater/I-5 RAB**. The City shall timely design and construct the Tumwater/I-5 RAB as generally depicted on **Exhibit H** attached hereto. The City shall bear all costs associated with the planning, permitting, design, and construction of the Tumwater/I-5 RAB (which costs will be offset, in part, by Costco's payment of the Interchange Fee) in accordance with all applicable laws. The City shall use its best efforts to complete and open the Tumwater/I-5 RAB prior to the target completion date for the Costco Facility set forth in Section 3 above. Notwithstanding the foregoing and anything herein to the contrary, the City acknowledges and agrees that the completion and opening of the Tumwater/I-5 RAB shall not be a condition to issuance of the Certificate of Occupancy and/or any other required permits or approvals for the Project within the City's authority to issue, nor shall such Certificate of Occupancy and/or other required permits or regulatory approvals within the City's authority to issue be delayed due to the City's failure to timely complete and open the Tumwater/I-5 RAB. Subject to the terms of Section 6.g hereof, the City further acknowledges and agrees that the Costco Facility and/or any other business within the Project may open prior to the completion and opening of the Tumwater/I-5 RAB (and, for the avoidance of doubt, the completion and opening of the Tumwater/I-5 RAB shall not be a condition to opening of the Costco Facility and/or any other business within the Project).

8. **Fees and Traffic Impact Fee Credit.**

a. Permit and Connection Fees. The Costco Facility shall be vested to the fees, including traffic impact fees, in the City's 2026 Fee Schedule (Resolution No. R2025-018) attached hereto as **Exhibit I** (the "**Fee Schedule**") through December 31, 2027. All development fees in the City's current Fee Schedule would apply to the Costco Facility; provided, however, for clarity, the City agrees that it will not impose on Costco any fees or charges not set forth on the Fee Schedule, and/or adjust any fees or charges set forth on the Fee Schedule, in each case with respect to the development of the Project during the term of this Agreement.

b. Traffic Impact Fee Credit.

i. The City acknowledges and agrees that any future user of the Existing Costco Location will likely generate fewer vehicle trips than Costco. The Parties agree the difference between Costco's trip generation from the Existing Costco Location and estimated future user's trip generation from the Existing Costco Location (the "**Trip Generation Credit**") may be credited to allow Costco to reduce the trip generation for the Costco Facility and RD Phase 1.

ii. The Trip Generation Credit shall be **$606,597.00**.

iii. For clarity, in accordance with the City's Development Standards, transportation impact fees assessed for future use of the Existing Costco Location will be based on net increase in infrastructure demand. Future use trip generation shall be determined in accordance with TMC and the transportation impact fee for the future use shall be reduced to account for the current legal use, which results in 802 gross vehicle trips to be retained at the Existing Costco Location for any future redevelopment or use.

9. **Stormwater Agreement**. The Parties will enter into an agreement in the form attached hereto as **Exhibit J** (the "**Stormwater Maintenance Agreement**") to provide for the Parties respective rights and obligations regarding the maintenance of the Project stormwater system.

10. **Future Performance of this Agreement and Opt-Out**. Costco shall retain the right, in its sole and absolute discretion, to opt out of this Agreement. In the event it elects not to construct the Costco Facility, Costco shall notify the City in writing of Costco's opt-out decision. If Costco elects to opt-out of this Agreement, the Parties shall be relieved of all obligations and responsibilities. Upon written request from the City, Costco will transfer to the City any engineering and design plans and reports that Costco may have prepared for the construction of the Infrastructure Improvements, such plans and reports to be

provided by Costco with no representation or warranty whatsoever and with no right to rely thereon.

11. **State Environmental Policy Act (Ch. 43.21C RCW) Compliance**. SEPA compliance for the Costco Facility and RD Phase 1 shall occur in accordance with the provisions of this Section 11.

a. MDNS. On October 9, 2026, the City issued a SEPA threshold determination (the "**Threshold Determination**") for the Costco Facility and RD Phase 1, a copy of which is attached as **Exhibit K**. The conditions therein are incorporated by reference to this Agreement and are material terms of this Agreement.

b. SEPA Compliance Included in this Agreement. Pursuant to RCW 36.70B.170(3)(c), this Agreement addresses the "mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW" that are applicable to the Costco Facility and RD Phase 1. Pursuant to RCW 43.21C.240(1-7), the City finds that the mitigation measures in this Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Costco Facility and RD Phase 1.

c. Limitations on Additional SEPA Review. The SEPA mitigation for the build out of the Costco Facility and RD Phase 1 has been incorporated into this Agreement. As such, the Designated Official may require further SEPA review and mitigation only to the extent that an implementing permit or regulatory approval, or requested modification meets the following conditions:

i. The City concludes that a requested permit or regulatory approval application is likely to cause probable, unmitigated, significant, adverse environmental impacts that have not been previously analyzed in existing SEPA environmental documents or other local, state, or federal regulations, as described in RCW 43.21C.240;

ii. The City concludes, pursuant to WAC 197-11-600(3)(B)(i) and (ii), that substantial changes have been made to the Costco Facility and/or RD Phase 1 that are likely to have significant, adverse impacts that have not been previously analyzed in the existing SEPA environmental documents or RCW 43.21C.240 review; or

iii. As otherwise required by WAC 197-11-070 and WAC 197-11-660.

12. **Transportation Mitigation, Impact Fees, and Concurrency**.

a. Development of the Costco Facility. Costco's payment of the Interchange Fee and the applicable impact fees set forth in the Fee Schedule, and Costco's completion of the contributions outlined in Section 4 above, fully mitigate all SEPA and development regulation-based traffic mitigation, traffic impact fee, and traffic concurrency requirements for construction of the Project.

b. Concurrency. Based on the traffic mitigation described herein, the City confirms that the Costco Project is concurrent for the term of this Agreement.

13. **Additional Mitigation for Costco Facility Impacts.**

a. Tree Mitigation. The City agrees that the Tree Protection Easement mitigates the TMC's tree protection area requirements for the Project and RD Phase 2. Future development of the Lands will also comply with the vested provisions of Ch. 16.08 TMC regarding the calculation of the number of required retained trees and the tree mitigation for any tree retention shortfall.

b. Parking Lot Lighting. The Parties agree the parking lot lighting height requirements as adopted by Ordinance No. **02026-016** shall apply to the Project.

c. Acknowledgement of Costco Facility Mitigation. The City agrees that the mitigation identified in the Threshold Determination fully mitigate the identified impacts for the Project. Unless the Project scope is materially increased above the parameters described in Section 2, or additional probable, significant adverse environmental impacts are documented in SEPA review under Section 11, no additional mitigation fees, impact fees, or mitigation shall be required for the Project.

d. Further Review and Discretionary Action. Pursuant to RCW 36.70B.180, a permit or approval issued by the city after the execution of the development agreement must be consistent with the development agreement. Therefore, any administrative or quasi-judicial review of a subsequent permit or regulatory approval issued to implement this Agreement and the development of the Project including, without limitation, those listed in TMC Table 14.12.010, ("**Enabling Permit**"), shall be consistent with the terms of this Agreement. The City shall retain its authority to review the enabling permits for the Project, and the Parties acknowledge that such review may result in the imposition of additional conditions or requirements to the extent required to avoid serious threat to the public health or safety.

14. **Project Design and Development Standards**. The final Project design shall be consistent with the Development Standards set forth in this Agreement. Where a category of standards is set forth in this Agreement, any conflicting standards in the City's generally applicable development standards shall not apply. Prior to building permit issuance, the Director of

Community Development shall review the Project design for consistency with this Agreement.

15. **Vested Rights and Term.** The Project is governed by this Agreement and is vested to the applicable provisions of the TMC and other land use regulations and controls in effect on the Effective Date.

a. Term of Agreement. Costco shall have the right to construct the Project in accordance with this Agreement and the Development Standards in effect on the Effective Date. Per RCW 36.70B.170(3)(i), the term of this Agreement is ten (10) years to commence on the Effective Date ("**Expiration Date**"), unless the Expiration Date is:

i. extended by mutual written agreement of the Parties; or

ii. terminated by (x) mutual written agreement of the Parties, or (y) Costco pursuant to Section 10 above.

Subject to Section 15.c below, upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of the Agreement shall no longer be vested with respect to the Lands affected by such termination (provided that the vesting of such entitlement, conditions, or fees may then be established for such Lands pursuant to the then-existing planning and zoning laws).

b. Staged Construction. Nothing is this Agreement shall be construed to limit or prohibit construction of the Project in separate stages; provided that, if construction of the Project is completed in separate stages, completion of the Costco Infrastructure Improvements must be completed, or bonded for, prior to issuance of a certificate of occupancy for the Costco Facility.

c. Processing of Complete Applications and Enabling Permits. Complete applications submitted during the term of this Agreement shall be governed by the City's Development Standards in effect on the Effective Date regardless of whether those applications remain under review following the Expiration Date or earlier termination of this Agreement. Subsequent Enabling Permits needed to complete construction of the development shown on a complete application submitted before the Expiration Date or earlier termination of this Agreement shall be reviewed under the terms of this Agreement. For example, subsequent site development or building permits needed to complete development depicted on a complete application for a permit or approval submitted prior to the expiration of this Agreement, including, without limitation, those listed in TMC Table 14.12.010, shall be reviewed to effectuate the proposed development on the timely submitted application for an Enabling Permit. For purposes of this Section 15.c, "**complete**

construction" means that the City has issued a Certificate of Occupancy for the building or other development depicted on a timely submitted complete application for an Enabling Permit.

d. Stay of Expiration Date During Administrative and Judicial Appeals. The term and Expiration Date of this Agreement shall be stayed and extended for the time period required to resolve any administrative or judicial appeal of the permits or regulatory approvals required to construct the Project. The calculation of time for the stay of Expiration Date shall be the time from the date an appeal is filed until the date that a final, unappealable decision is reached that conclusively resolves the appeal ("**Appeal Period**"). The term of the Agreement shall be extended automatically by the calculated Appeal Period.

16. **Limitation on Imposition of New or Modified Land Use Regulations**. In accordance with RCW 36.70B.180, during the term of this Agreement, the City shall not modify or impose new or additional Development Standards on the Project except as set forth in this Agreement. To the extent this Agreement does not establish development standards, processes, procedures, then the Project shall be governed by the City's generally applicable development standards in effect on the Effective Date, except as follows:

a. Stormwater Detention and Treatment.

i. The stormwater standards applicable to the Project are set forth in Ch. 13.12 TMC and the City's Drainage Design and Erosion Control Manual (the "**DDECM**"). Except as state law or the City's NPDES permits may require, the Project is vested to these Stormwater Standards for the Initial Period. After the Initial Period, any remaining components of the Project that have not submitted a complete application for an Enabling Permit shall be subject to the DDECM and stormwater standards in effect at the expiration of the Initial Period.

ii. The Site Plan depicts certain stormwater facilities. The City agrees that the final drainage design for the Project may include other types of stormwater facilities allowed under Ch. 13.12 TMC and the DDECM.

b. Serious Threat to Public Health or Safety. Pursuant to RCW 36.70B.170(4), the City Council may modify one or more of the City's Development Standards during the term of this Agreement to the extent required by a serious threat to the public health or safety.

c. Updated International Codes Apply. A Project building permit application shall be subject to the International Building Code, International Fire Code, and other construction codes in effect in the State of Washington, and as adopted by the City,

on the date of filing a complete building permit application for a component of the Project.

d. Permitting Fees. Except as offset or waived by this Agreement, the land use permit fees for the Project are established and set forth in the Fee Schedule.

17. **Amendment**. This Agreement may be amended consistent with RCW 36.70B.200 and any major amendments (as determined by the City's Community Development Director based on consistency with this Agreement and the provisions of the TMC) require a public hearing before the City Council. The City's Community Development Director is authorized to execute and record documents interpreting or clarifying this Agreement or memorializing any amendments that are not determined to be major amendments.

a. **Agreement to Run with the Land**. For the term of this Agreement, the benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to Costco's successors and assigns.

b. Subsequent Landowners. "**Subsequent Landowners**" means any party that has leased, purchased, or acquired any portion of the Project from Costco after the Effective Date. Subsequent Landowners shall be subject to the applicable provisions of this Agreement.

c. Releases. Costco, or any Subsequent Landowner, may be released from further obligations related to this Agreement for portions of the Project; provided that the buyer, assignee, or transferee expressly assumes the obligations of this Agreement.

18. **Definitions**. Words and phrases highlighted in bold herein shall have the meaning ascribed to them by this Agreement. All other words and phrases shall be interpreted using the ordinary meaning derived from dictionaries in common usage such as Oxford's American Dictionary, Merriam-Webster's Dictionary (12th Ed.), or the American Heritage Collegiate Dictionary.

19. **Construction of Documents**. In the event there are any conflicts or ambiguities between the terms of the body of this Agreement, the terms of the Exhibits, the City's Comprehensive Plan, or the City's Development Standards, the terms of this Agreement shall control.

20. **Recitals and Exhibits Incorporated by Reference**. All Recitals and Exhibits referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.

21. **Time is of the Essence and Materiality**. The Parties agree that time is of the essence in performing their respective obligations under this Agreement and that all provisions of this Agreement are material and have been relied upon by the Parties in making their respective decisions to enter into this Agreement.

22. **Express Duty of Good Faith and Fair Dealing**. This Agreement creates an express duty of good faith and fair dealing in the execution of the Agreement's terms to effectuate the timely completion of the Project.

23. **Integration**. This Agreement and its component elements, including, without limitation, the City's SEPA threshold determination, constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.

24. **Headings**. The headings used in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

25. **Obligation to Abide by Law**. The Parties acknowledge their respective obligations to abide by City, county, state, and federal laws and regulations which may be applicable to this Agreement. Nothing herein shall prevent the City from enforcing such laws where applicable or related to City funding requirements.

26. **Private Undertaking**. It is agreed among the Parties that the Project is a private development and the City has no interest therein except as authorized in the exercise of its governmental functions.

27. **Reservation of Police Power or Condemnation Authority**. By executing this Agreement, the City does not waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety, pursuant to RCW 36.70B.170(4).

28. **Recording**. Pursuant to RCW 36.70B.190, this Agreement shall be recorded with the Thurston County Auditor at Costco's expense following final execution. Costco shall promptly provide the City with proof of such recording.

29. **Agreement's Consistency with RCW 82.02.020**. The mitigation payments and dedications established by this Agreement are consistent with the requirements of RCW 82.02.020 and mitigate the direct impacts that have been identified as a consequence of the Project. Neither Costco, nor its successors or assignees, shall assert a claim against the City asserting that (a) the City lacked a legal basis for imposing these agreed-upon payments and dedications in this Agreement; (b) that these payments and dedications lacked sufficient nexus or proportionality with the identified impacts of the Project; or

(c) that the payments and dedications were greater than if these mitigation measures had been calculated using alternative rationales or formulae.

30. **Binding Effect; Assignability**. The Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees, and assigns. Other than Costco's obligation to construct the Costco Facility, and to construct and/or contribute toward, as applicable, the Costco Infrastructure Improvements, Costco's rights and obligations under this Agreement shall be freely assignable by Costco.

31. **Interpretation**. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. The Parties agree that this Agreement is authorized by law, and each Party waives any claim that the Agreement is invalid or illegal.

32. **Authority**. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she will defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement.

33. **Force Majeure Delays**. If either Party is delayed in the performance of its obligations in this Agreement due to Force Majeure, then performance of such obligation shall be excused for the period of delay. **"Force Majeure"** means extraordinary natural events or conditions such as war, riot, labor disputes, or other causes beyond the reasonable control of the obligated party. Excepting Costco's ability to terminate this Agreement pursuant to Section 10 above, the City's or Costco's inability to fund or construct, or decision not to fund or construct, any of their obligations under this Agreement, shall not be an acceptable reason for delay.

34. **Notices**. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be duly given by mailing the same by certified mail, return receipt requested; or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid.

Costco Wholesale Corporation
c/o George Kaai
999 Lake Drive
Issaquah, WA 98027

And to its Attorney:

Schwabe, Williamson & Wyatt, P.C.
c/o Patrick Mullaney
1420 5th Avenue
Suite 3400
Seattle, WA 98101

City of Tumwater
c/o City Administrator
555 Israel Rd SW
Tumwater, WA 98501

And to its Attorney:

City Attorney
555 Israel Rd SW
Tumwater, WA 98501

35. **Dispute Resolution**. It is the Parties' intent to work cooperatively and to resolve disputes in an efficient and cost-effective manner.

a. Appeals of Permit Decisions and Regulatory Approvals. Appeals of permit decisions or regulatory approvals related to the Project shall be governed by the applicable provisions of the Tumwater Municipal Code.

b. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, then the Parties shall meet and seek to resolve the dispute in good faith, within ten (10) days after a Party's request for such a meeting ("**Settlement Meeting**"). The City shall send the Community Development Director, or other designated official with authority to resolve the dispute, and any other persons with relevant information relating to the dispute. Costco shall send a representative with authority to resolve the dispute and any other person with relevant information relating to the dispute.

c. Unresolved Disputes. In the event that the Parties are unable to resolve their dispute at the Settlement Meeting, either Party may provide the other Party with a "**Notice of Default**," which is a written document setting out the nature of the dispute and proposed resolution. The Party issuing the Notice of Default is referred to herein as the "**Non-Defaulting Party**" and the Party receiving the Notice of Default is referred to as the "**Defaulting Party**." The Defaulting Party shall have ten (10) business days to respond to the Notice of Default. If the Defaulting Party fails to respond, or the dispute remains unresolved at the end of the ten (10) day period, the Non-Defaulting Party may commence an action in Superior Court to enforce this

Agreement. The Parties may, in their joint discretion, mutually agree to extend the ten (10) day period for cure. If an extension agreement is reached, the Non-Defaulting Party shall not exercise any legal remedies until and unless the applicable cure period has expired, and the default remains materially uncured.

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any judicial action arising out of or relating to this Agreement shall lie in Thurston County Superior Court.

e. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of this Agreement by any Party in default hereof.

f. Attorneys' Fees. In any administrative or judicial action to enforce or determine a Party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including, without limitation, the fees and costs incurred in the appeal of any ruling of a lower court.

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

37. **Severability**. This Agreement does not violate any federal or state statute, rule, regulation, or common law known; but any provision which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

38. **Cooperation in Execution of Documents**. The Parties agree to properly and promptly execute and deliver any additional documents that may be necessary to render this Agreement practically effective. This Section 38 shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

39. **Exhibits**. This Agreement includes the following exhibits which are incorporated by reference herein:

Exhibit A	Legal Description of the Lands
Exhibit B	Depiction of the Lands
Exhibit C	Site Plan
Exhibit D	Tyee Improvement
Exhibit E	Tumwater Improvement
Exhibit F-1	Utility Improvement
Exhibit F-2	Cost Estimate for Utility Improvement

Exhibit G	Form of Cost Verification Statement
Exhibit H	Tumwater/I-5 RAB
Exhibit I	Fee Schedule
Exhibit J	Form of Stormwater Maintenance Agreement
Exhibit K	Copy of SEPA Determination

40. **Compliance with Other Regulatory Agency Requirements.** The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Project which are separate from, and additional to, those contained in this Agreement. Other public agencies with jurisdiction over the Project may include, without limitation, U.S. Fish and Wildlife Service, the Washington State Department of Ecology, the Washington State Department of Transportation, the Washington State Department of Fish and Wildlife, and the Washington State Department of Labor and Industries.

41. **Full Understanding.** The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof, that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

42. **Counterparts.** This Agreement may be executed in counterparts, with said counterparts constituting a fully executed Agreement.

43. **Final and Complete Agreement.** This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the Project. This Agreement may not be modified, interpreted, amended, waived, or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement and the exhibits hereto.

[*Signatures Follow*]

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

CITY OF TUMWATER

By: _____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **LEATTA DAHLHOFF** is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the **MAYOR** of the **CITY OF TUMWATER**, the party that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Appointment Expires: _____

IN WITNESS WHEREOF, the parties have executed this Development Agreement on the date first set forth above.

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

_____
George Kaai, Attorney for Costco

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of **COSTCO WHOLESALE CORPORATION**, the party that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: _____, 2026.

Print Name: _____
NOTARY PUBLIC in and for the State of Washington, residing at: _____
My Appointment Expires: _____

Exhibit A
Legal Description of the Lands

See attached.

EXHIBIT A

The Land referred to herein below is situated in the County of Thurston, State of Washington, and is described as follows:

PARCEL I:

LOT 1 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

PARCEL II:

TRACT A:

LOT 2 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 1°57'20" EAST, ALONG THE WEST LINE OF SAID SECTION 10, 282.00 FEET;
THENCE NORTH 88°02'20" WEST 1268.56 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°57'40" WEST 298.34 FEET;
THENCE NORTH 88°02'20" WEST 128.42 FEET;
THENCE NORTH 33°32'47" WEST 175.00 FEET TO THE SOUTHERLY LINE OF A 30 FOOT ROAD AS SHOWN ON THE FACE OF THE UNRECORDED PLAT OF ELLIS LAND COMPANY;
THENCE NORTH 44°54'01" EAST, ALONG SAID SOUTHERLY LINE, 212.94 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 02' 20" EAST 85.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACTS A AND B, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL III:

TRACT A:

LOTS 3 AND 4 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 429.1 FEET WEST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 289 FEET; THENCE WEST 429.2 FEET;
THENCE SOUTH 1015 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO FRED SCOTT AND WIFE BY DEED DATED JULY 18, 1932 AND RECORDED IN VOLUME 142 OF DEEDS, PAGE 348;
THENCE EAST 429.2 FEET;
THENCE NORTH 726 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, BY WARRANTY DEEDS RECORDED MAY 23, 1953 AS RECORDING NOS. 520231 AND APRIL 25, 1967 AS RECORDING NO. 759011.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL IV:

TRACT A:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40 IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM 332.1 FEET TO THE TRUE

POINT OF BEGINNING OP THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 104 FEET OF THE NORTH 208 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISON ROAD),BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO. 8504220088.

TRACT B:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID CORNELL CLAIM, 643.7 FEET WEST OF THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
RUNNING THENCE WEST ALONG SAID NORTH LINE OF CLAIM, 214.6 FEET, MORE OR LESS, TO A POINT 20 FEET NORTH OF THE NORTHEAST CORNER OF TRACT CONVEYED TO C.W. ROBISON AND WIFE BY DEED DATED FEBRUARY 17, 1945, AND RECORDED UNDER FILE NO 391948;
THENCE SOUTH AND ALONG THE EAST LINE OF SAID ROBISON TRACT 1,015 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED OCTOBER 6, 1937 AND RECORDED IN VOLUME 156 OF DEEDS, PAGE 152;
THENCE EAST ALONG THE NORTH LINE OF SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1,015.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W. (FORMERLY ROBISON ROAD) , BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425129;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO.

8504220088.

TRACT C:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 104 FEET OF THE NORTH 208 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM, 332.1 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISION ROAD) BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128.

TRACT D:

THE NORTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL V:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION, TO THE NORTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1, MAYTOWN TUMWATER;
THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE, TO THE EAST LINE OF TRACT

CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED MARCH 20, 1950 AND RECORDED UNDER AUDITOR'S FILE NO. 464829;
THENCE NORTHERLY, ALONG SAID EAST LINE, TO A POINT THAT IS 1,015.25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SECTION 9;
THENCE WESTERLY ALONG SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1015.25 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION THAT IS 643.7 FEET WESTERLY OF ITS NORTHEAST CORNER;
THENCE EASTERLY, ALONG SAID NORTH LINE, 643.7 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET FOR COUNTY ROAD KNOWN AS ROBISON ROAD;

ALSO EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DECREE ENTERED MARCH 24, 1986 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 85-2-00660-4.

PARCEL VI:

THAT PART OF THE NORTHEAST QUARTER AND JOHN CORNELL DONATION LAND CLAIM NO. 40, IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF A 30 FOOT WIDE STRIP OF LAND RESERVED FOR ROAD PURPOSES BY ELLIS LAND COMOPANY ABUTTING THE NORTHWESTERLY AND NORTH LINES OF THAT PROPERTY CONVEYED TO FRED SCOTT AND MARTHA SCOTT, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 10, 1932 UNDER RECORDING NO. 247916;

EXCEPT THEREFROM THAT PORTION OF SAID STRIP SET FORTH IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

SAID 30 FOOT WIDE STRIP LYING NORTHWESTERLY AND NORTHERLY AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF THURSTON COUNTY SHORT PLAT NO. SS-2146, AS RECORDED JULY 10, 1986 UNDER THURSTON COUNTY AUDITOR'S RECORDING NO. 8607100126;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND ITS EXTENSION NORTH 44°52'02" EAST 419.50 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG SAID WESTERLY EXTENSION SOUTH 88°35'49" EAST 59.71 FEET TO THE WEST END OF 30 FOOT WIDE STRIP DESCRIBED IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 02-2-00622-9 AND THE TERMINUS OF THIS LINE.

Exhibit B
Depiction of the Lands

See attached.

EXHIBIT B

DEPICTION OF LANDS

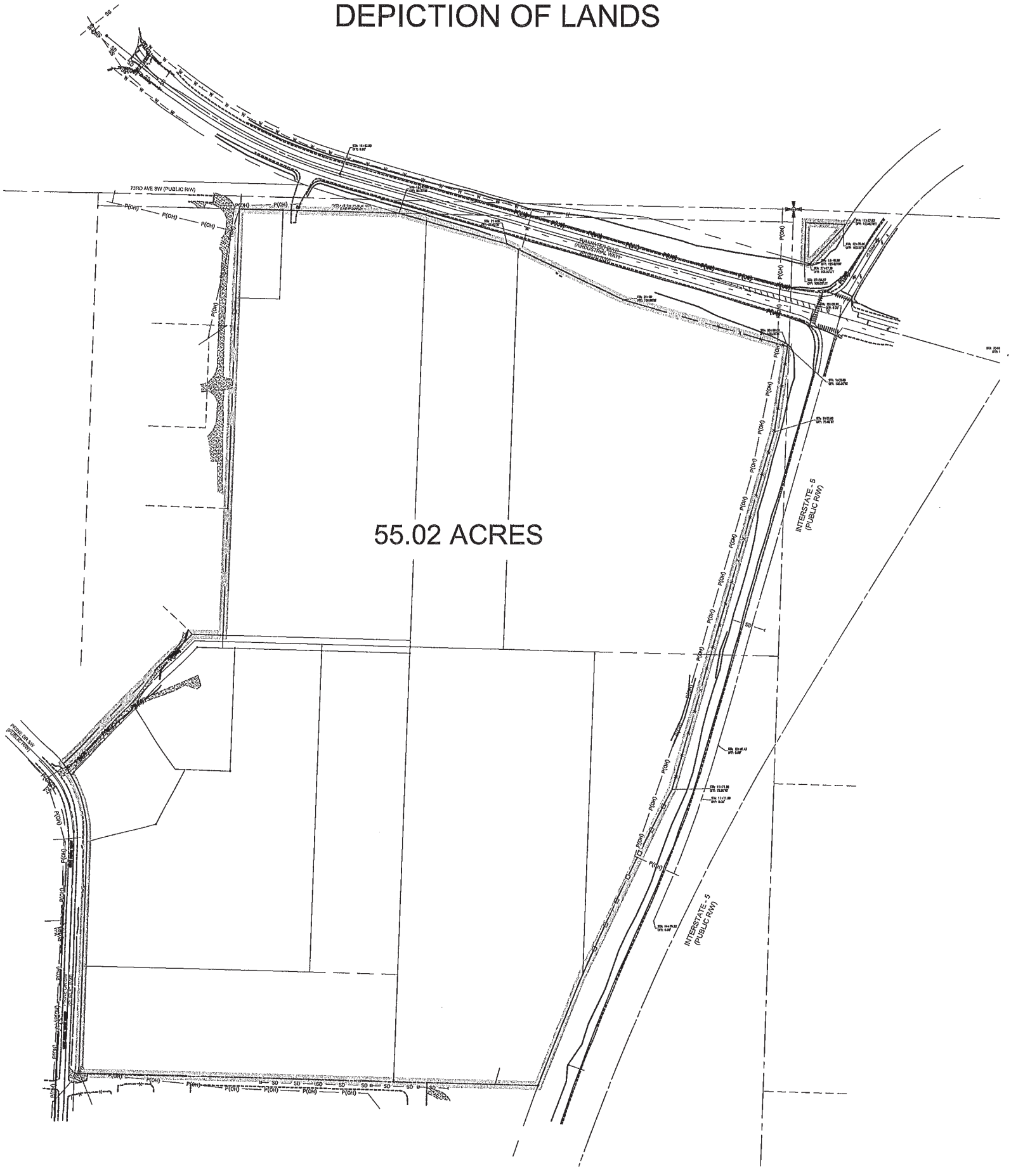


Exhibit C
Conceptual Site Plan for the Project

See attached.

EXHIBIT C

SITE PLAN

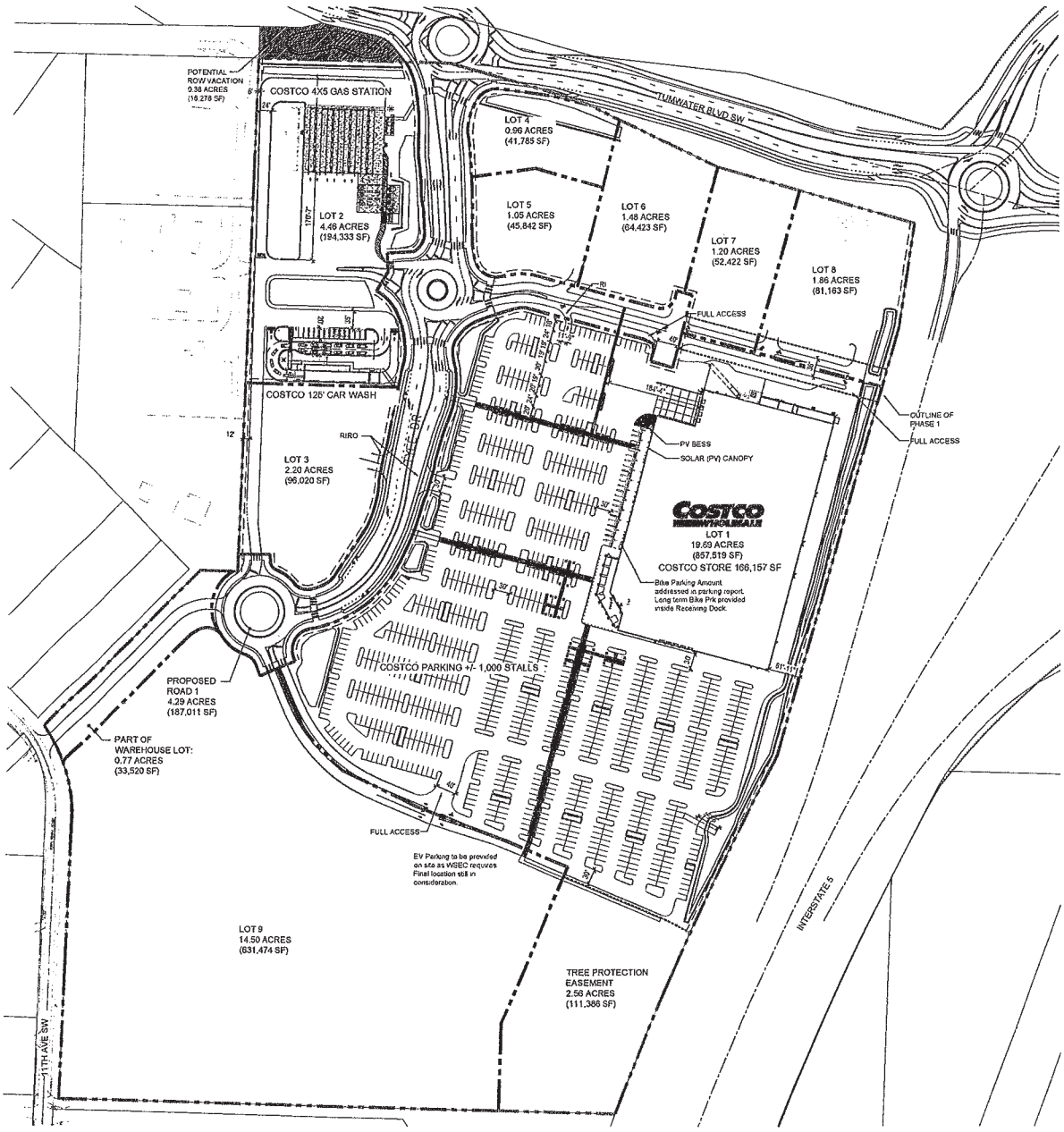


Exhibit D
Tyee Improvement

See attached.

EXHIBIT D: TYEE DR SW IMPROVEMENTS

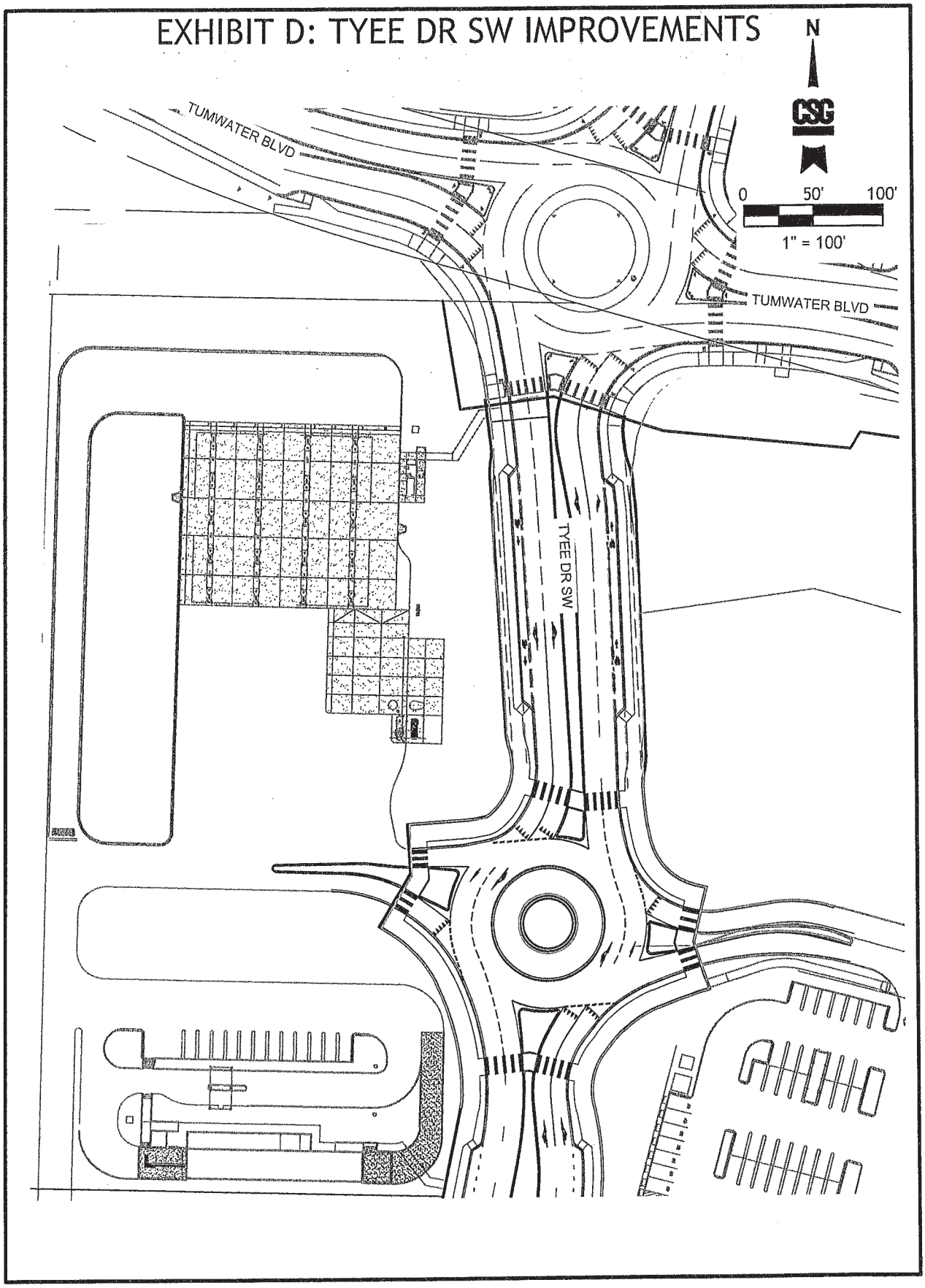


EXHIBIT D: TYEE DR SW IMPROVEMENTS

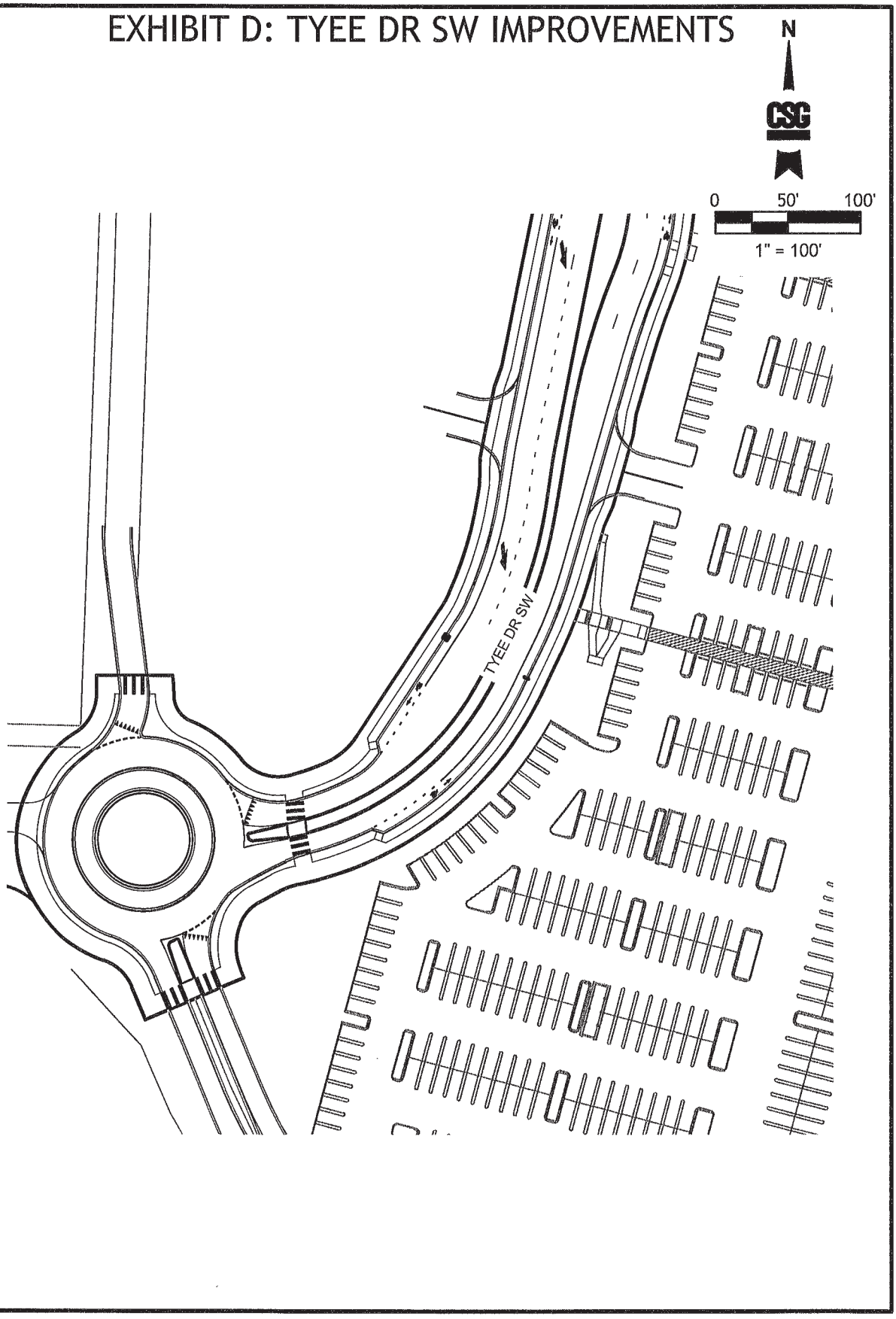


Exhibit E
Tumwater Improvement

See attached.

EXHIBIT E
TUMWATER IMPROVEMENT

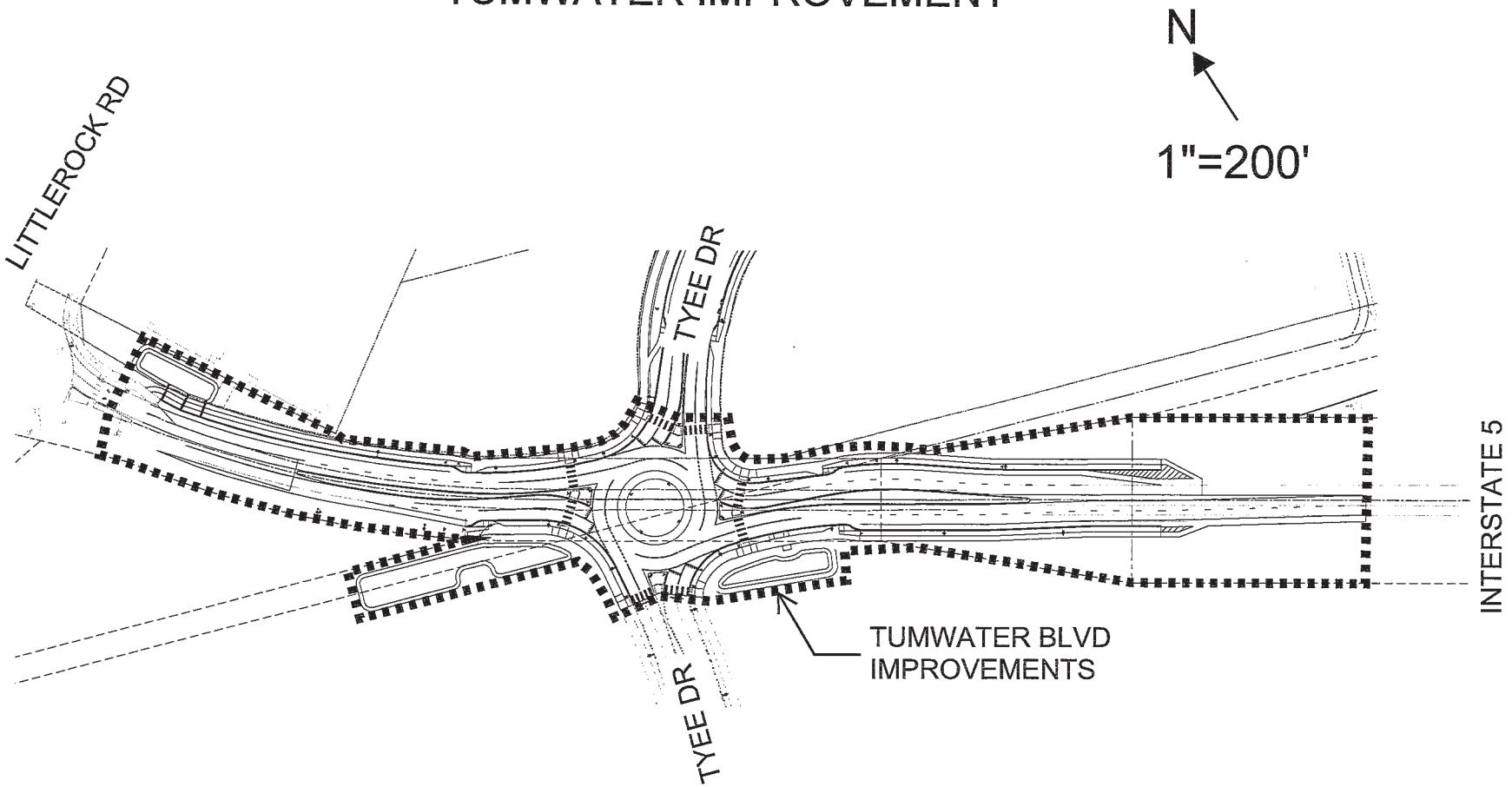


Exhibit F-1
Utility Improvement

See attached.

EXHIBIT F-1: UTILITY IMPROVEMENTS

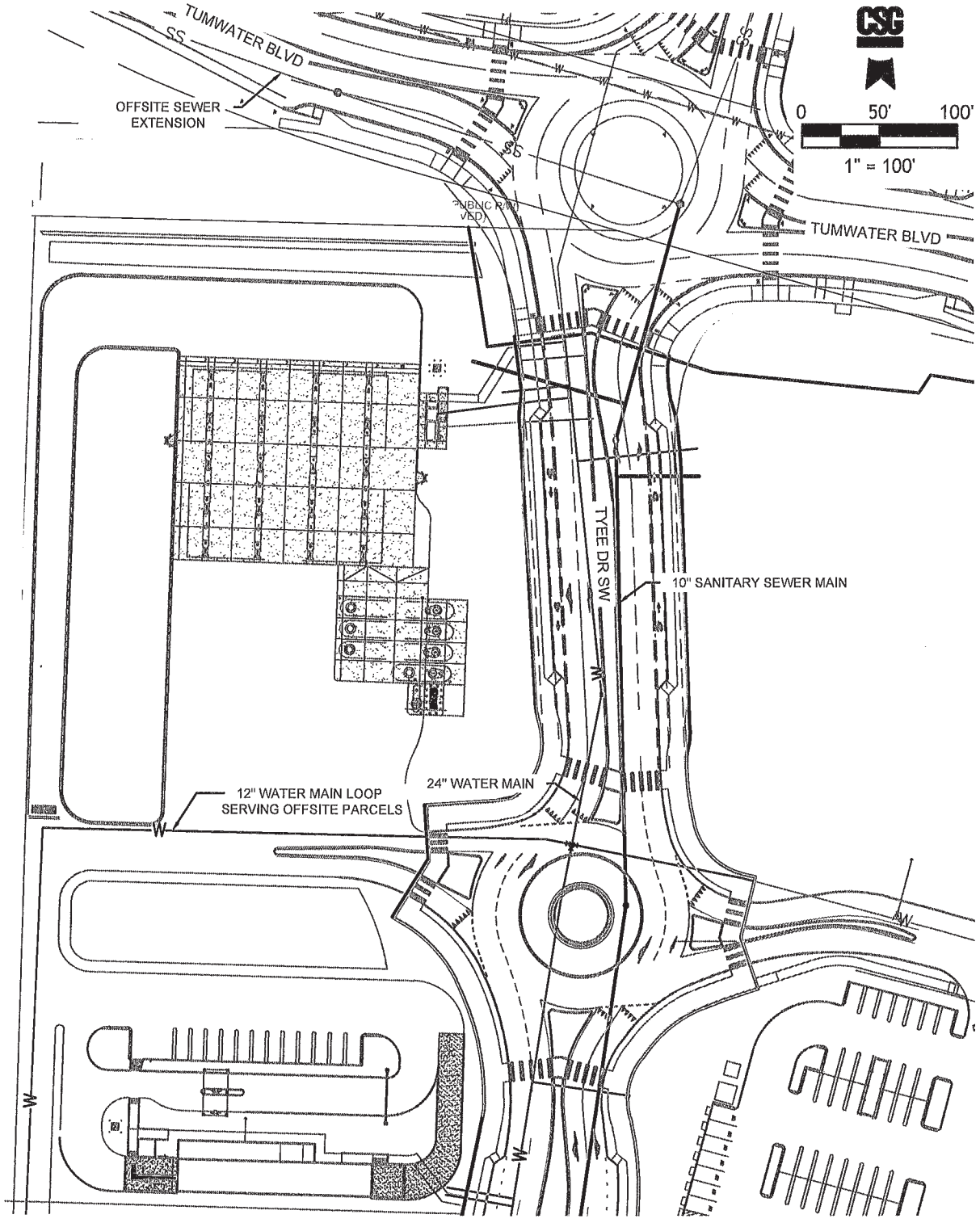


EXHIBIT F-1: UTILITY IMPROVEMENTS

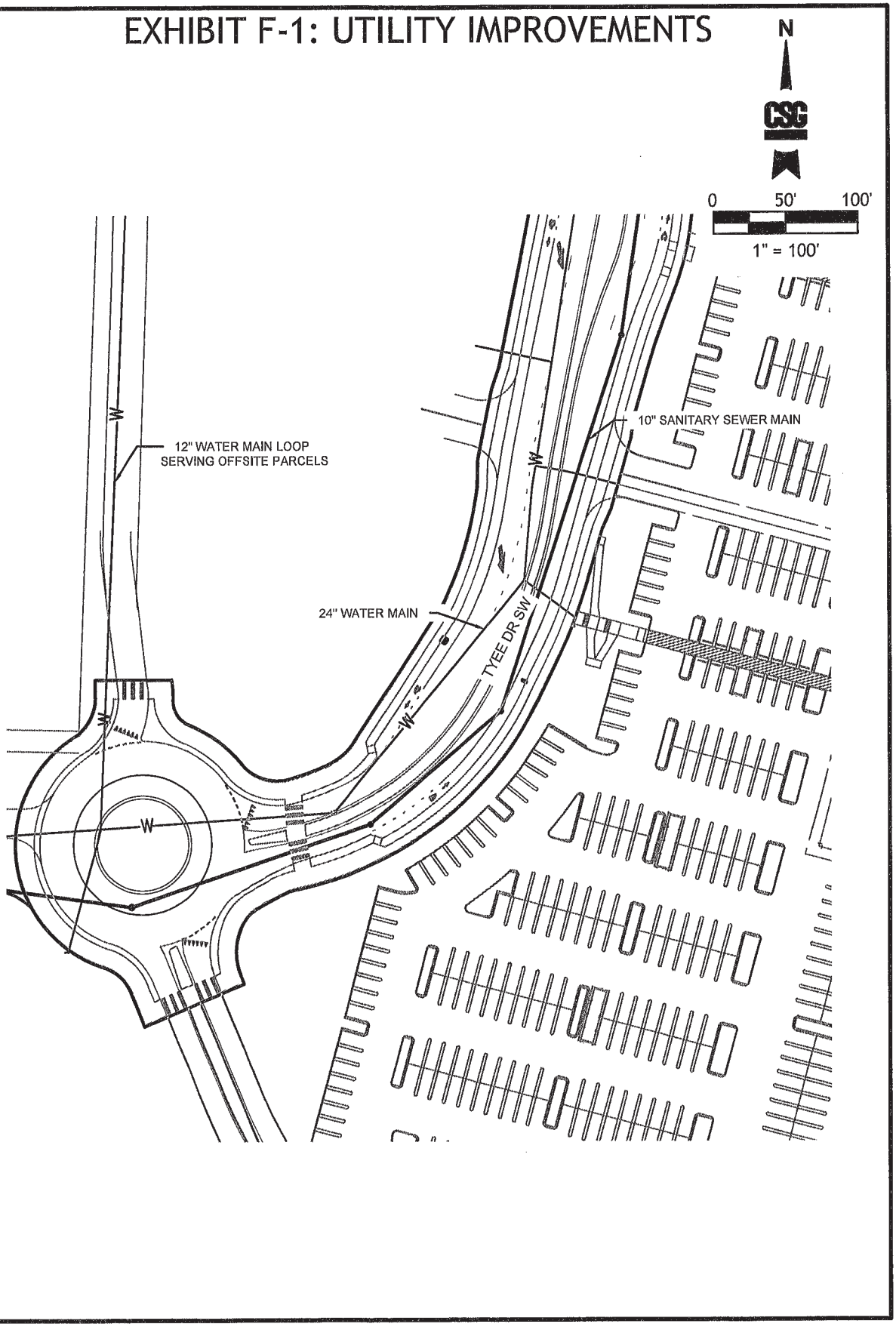
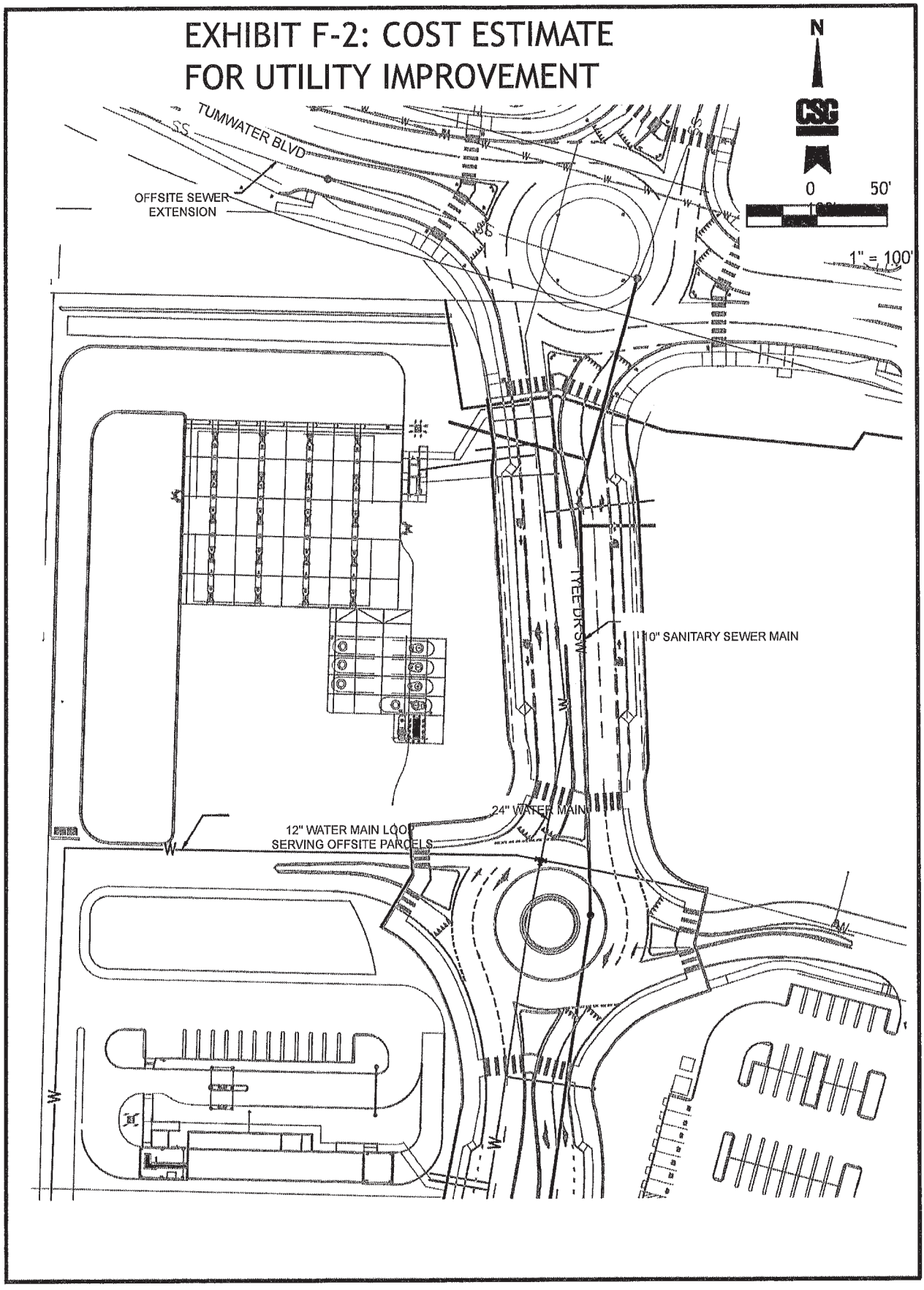
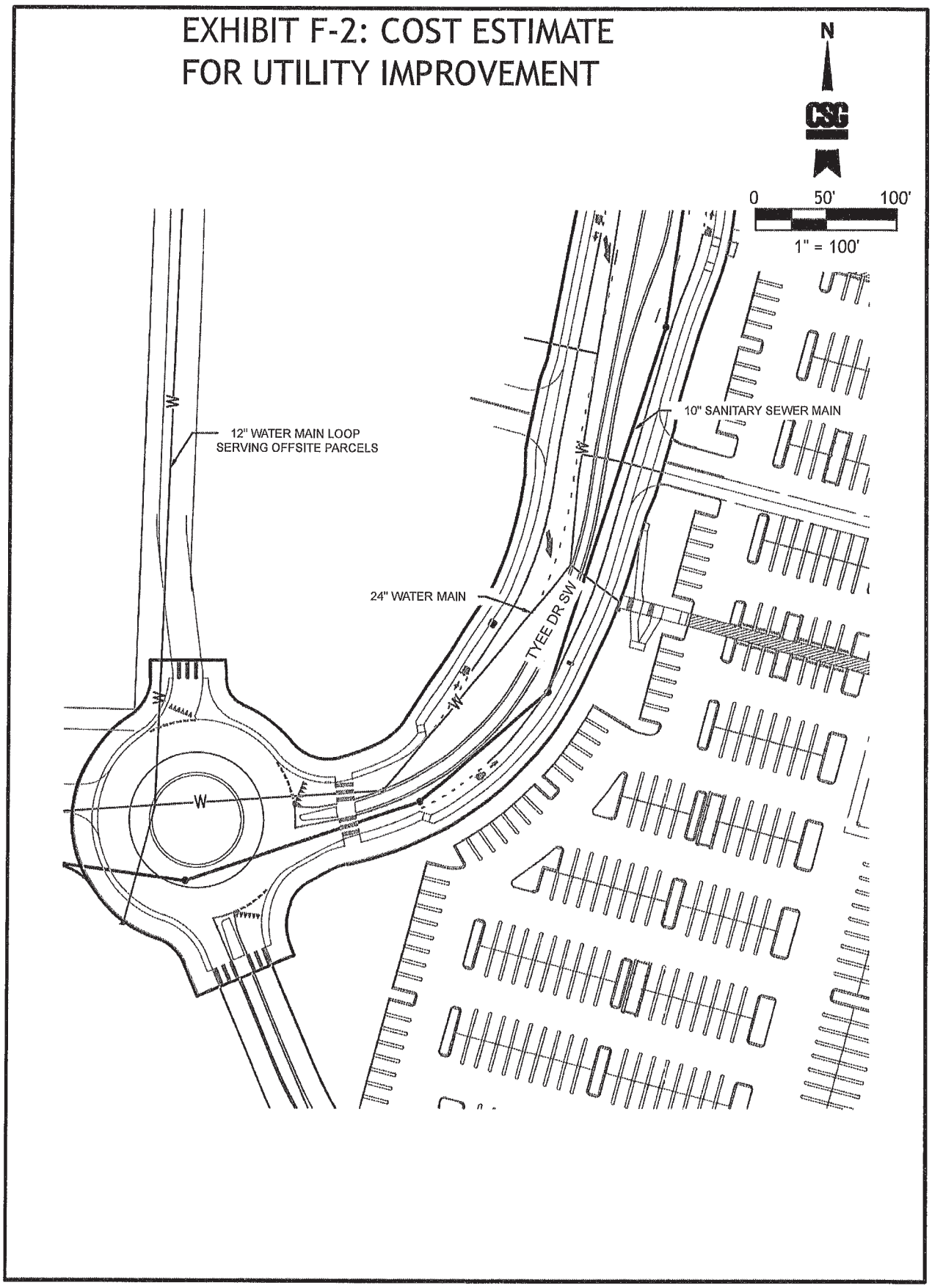


Exhibit F-2
Cost Estimate for Utility Improvement

See attached.



Extension and oversizing utilities valued at $1,414,858 including soft costs.



Installing 24" water pipe and 24" gate valves instead of 8" water pipe and 8" gate valves cost the project an extra $410,501. Installing 10" sanitary sewer pipe instead of 8" cost an extra $11,800.

Exhibit G
Form of Cost Verification Statement

Date: [•]

Re: Development Agreement between the City of Tumwater, a Washington municipal corporation, and Costco Wholesale Corporation, a Washington corporation

This COST VERIFICATION STATEMENT is being delivered by Costco Wholesale Corporation ("**Costco**") in connection with that certain Development Agreement between the City of Tumwater, a Washington municipal corporation (the "**City**"), and Costco Wholesale Corporation, a Washington corporation ("**Costco**") dated as of [•] (the "**Agreement**"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned authorized officer of Costco hereby certifies to the City that Costco has incurred actual hard and soft costs for (a) the Tyee Improvement in the amount of $[•], and (b) the Utility Improvements in the amount of $[•]. Enclosed herewith is an itemized listing of the quantities of materials used and the associated costs and evidence of payment.

Pursuant to Section 6.g of the Agreement, please remit payment to Costco in the amount of $[•] within one hundred eighty (180) days of the date hereof.

The undersigned hereby certifies that I am a duly authorized representative of Costco and am duly authorized to execute this Cost Certification.

COSTCO WHOLESALE CORPORATION

By: _____
Name: _____
Title: _____

Exhibit H
Tumwater/I-5 RAB

See attached.

EXHIBIT H

TUMWATER/I-5 RAB

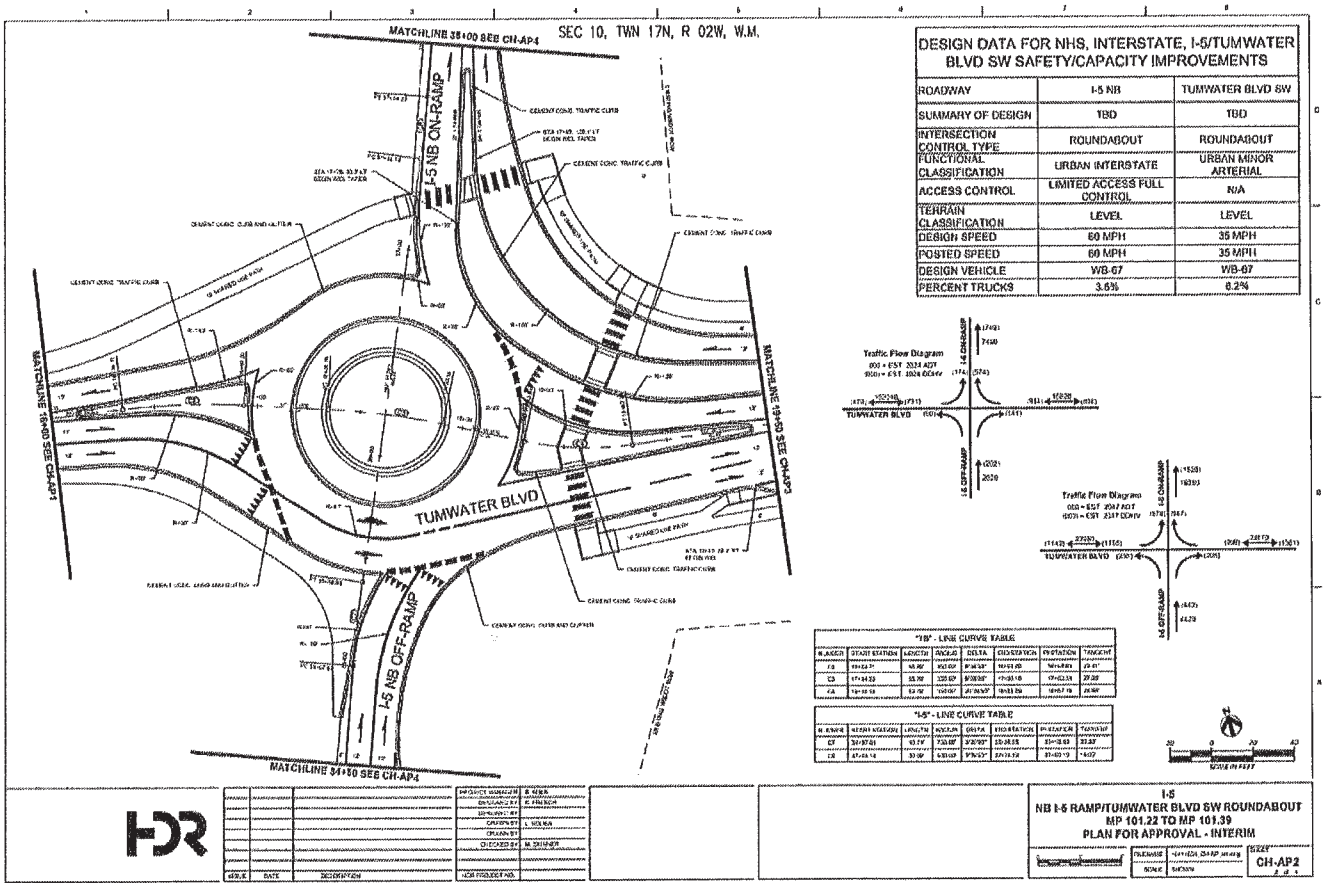


Exhibit I
Fee Schedule

See attached.

Exhibit J
Form of Stormwater Agreement

See attached.

Docusign Envelope ID: 07B66103-5257-45CA-96FE-5BB3A57B72FC

RESOLUTION NO. R2025-018
2026 Fee Schedule

A RESOLUTION of the City Council of the City of Tumwater, Washington, establishing fees and charges, as more particularly set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, THAT THE FOLLOWING FEES AND CHARGES ARE HEREBY ESTABLISHED FOR THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Repealer. Resolution R2025-002, and any prior fee resolution, is hereby repealed in its entirety effective midnight December 31, 2025.

Section 2. Fees and Charges Established. Fees shall be established in the following categories presented in this section as presented in attached Exhibit A.

TABLE #	SUBJECT AREA
I	Business Licenses, Administrative & Publications
II	Zoning, Land Division & Environmental
III	Building & Fire Safety
IV	Transportation, Engineering, Utilities, & Utility Connections
V	Public Safety
VI	Recreation
VII	Utility Rates
VIII	Discounts, Utility Rates, & Incentives

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

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective January 1, 2026.

RESOLVED this 16th day of December 2025.

CITY OF TUMWATER

Signed by:
Debbie Sullivan
945DD615DF7D4C0...
Debbie Sullivan, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick
5844BA3DE4C945C...
Karen Kirkpatrick, City Attorney

ATTEST:

DocuSigned by:
Melody Valiant
C727D66D756A4FB...
Melody Valiant, City Clerk

2026 Table I

BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS

Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Various Departments	**Blueprints and Photocopies**		§3.48.020
	Blueprints	$0.50 per square foot	
	Photocopies	$0.15 per page over 10	
Transportation & Engineering	**GIS Maps (Including Zoning Maps)**		§3.48.030
	• City Street Map (36" x 48")	$12.00	
	• E Size (34" x 44")	$11.00	
	• D Size (22" x 34")	$6.00	
	• C Size (17" x 22")	$5.00	
	Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.		
Community Development	**Comprehensive Plan Document,** Volume I		
	• Land Use Plan	$15.00	
	• Housing Plan	$8.00	
	• Parks & Recreation Plan	$5.00	
	• Lands for Public Purpose/EPF Plan	$5.00	
	• Utilities Plan	$12.00	
	• Capital Facilities Plan	$10.00	
	Complete Volume I	$55.00	
	Comprehensive Plan Document, Volume II		
	• Conservation Plan	$6.00	
	• Economic Development Plan	$5.00	
	• Transportation Plan	$18.00	
	• Joint Plan	$25.00	
	• *Shoreline Master Program (SMP)*	$25.00	
	– SMP for the Thurston Region	$9.00	
	– Deschutes Riparian Habitat Plan	$5.00	
	– Deschutes River Special Area	$5.00	
	– New Market Historic District Plan	$6.00	
	Complete Volume II	$79.00	
	Development Guide		
	Disk Copy	$25.00	
	Paper Copy	$30.00	
Various Departments	**Notary Fee** for Non-City related documents	$10.00 each	
Administrative Services	**Public Records**		§2.88.060
	• Photocopying	$0.15 per page over 10	
	• Copies on Compact Discs or DVDs	$2.00 per CD or DVD	
	• Flash Drives, USB & Other Portable Devices	Actual cost	
	• Postage - if customer requests delivery by U.S.P.S	Actual cost based on weight	
	• Any size manila envelope	$0.45	
	• Duplicating records in non-routine formats such as photographs, cassettes, videotapes	Actual cost from outside vendor	
	• Scanned records, or use of agency equipment for scanning	$0.10 per page	
	• Records uploaded to email, or cloud-based data storage service or other means of electronic delivery	$0.05 for every 4 electronic files or attachements	
	• Records transmitted in electronic format for use of agency equipment to send records electronically	$0.10 per gigabyte	
Community Development	**Public Notice Cost**		§ 3.48.040
	• Sign Posting	$35.00 per site sign	
	• Other than Site Signs	$15.00	
	Recording Costs	$35.00 + auditor fee	§3.48.010
	Returned Item (check) for any reason	$30.00	§3.48.050
Finance	**Business Licenses**		§5.04.060
	• Original License	$50.00	
	• Annual Renewal	$20.00	
	Note: City business licenses paid through the WA Department of Revenue will be subject to additional state fees, as applicable.		
Finance	Event Application Fee	$50	

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Finance	Other Hearing Examiner Appeals *Note: Reimbursed if appeal is substantially upheld.*	$100	
Community Development	**Business Licenses - (Request for Certificate of Occupancy)** • Inspection fee for new location or change-in-use (per inspection)	$110.00	
Finance	**Occupational Permits** • Original Permit • Annual Renewal (second & third years) *Note: The original permit fee includes the cost of fingerprinting and background check.*	 $70.00 $30.00	§5.06.050
Finance	**Sexually Oriented Businesses** • Permit Application Fee, and • Annual Fee *Adult Cabaret Business* *Adult Cabaret Managers* • Processing Fee, and • Annual Fee *Models and Escorts* • Processing Fee, and • Annual Fee	 $400.00 $640.00 annually $1,320.00 annually $50.00 $150.00 annually $50.00 $150.00 annually	 §5.50.040 §5.50.070 §5.50.080 §5.50.090

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2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	**Title**	**Rate/Fee/Charge per...**	**Unit**	**Code Reference (If Applicable)**
Community Development	**Appeals**			
	• Hearing Examiner			
	– Administrative Appeal*	$1,500.00		§18.62.020
	– SEPA Appeal*	$2,000.00		§16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	$260.00	calculation	§3.50.140
	*Reimbursed if appeal is substantially upheld			
Community Development	**Transportation Impact Fees**			§3.50.130
	Type of Development			ITE Land Use Code
	Residential			
	• Single Family	$4,467.36	dwelling	
	Single Family that are less than 1200 square feet floor area.	$3,350.51	dwelling	
	Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacketd flats, and condos) under 5 units	$3,350.51	dwelling	
	Single Family and Middle Housing located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.	$2,233.68	dwelling	210
	• Multifamily – Over 5 units and Apartments	$2,899.02	dwelling	
	Multifamily located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,449.57	dwelling	220
	• Mobile Home Park	$2,609.63	dwelling	240
	• Senior Adult Housing – Detached	$955.39	dwelling	251
	• Senior Adult Housing – Attached	$566.15	dwelling	252
	• Congregate Care	$601.55	dwelling	253
	• Accessory Dwelling Unit	$2,174.92	dwelling	
	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single familly home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,449.58	dwelling	
	• Assisted Living	$500.45	bed	254
	Industrial			

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2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
	• Light Industrial	$6.32	SF / GFA	110
	• Industrial Park	$5.84	SF / GFA	130
	• Manufacturing	$4.93	SF / GFA	140
	• Warehousing	$2.24	SF / GFA	150
	• Mini-Warehouse	$1.67	SF / GFA	151
	• High-Cube Warehouse	$0.77	SF / GFA	152
Community Development	*Commercial – Services*			
	• Hotel	$2,982.44	room	310
	• Motel	$2,375.85	room	320
	• Walk-in Bank	$12.19	SF / GFA	911
	• Drive-through Bank	$25.93	SF / GFA	912
	• Quick Lubrication Vehicle Shop	$6,355.49	VSP	941
	• Automobile Care Center	$5.36	SF / GFA	942
	• Gasoline/Service Station	$17,306.85	VFP	944
	• Service Station/Minimart	$12,647.83	VFP	945
	• Service Station/ Minimart/Carwash	$13,177.21	VFP	946
	• Carwash – Self Serve	$6,308.03	VSP	947
	• Carwash – Automated	$88,244.05	VSP	948
	• Movie Theater	$261.58	seat	444, 445
	• Health/Fitness Club	$18.61	SF / GFA	492, 493
	Commercial – Institutional			
	• Day Care Center	$9.60	SF / GFA	565
	• Elementary School	$3.05	SF / GFA	520
	• Middle School/Junior High School	$3.01	SF / GFA	522
	• High School	$2.46	SF / GFA	530
	• Community/Junior College	$454.94	student	540
	• College/University	$796.17	student	550
	• Church	$2.56	SF / GFA	560
	• Hospital	$7.19	SF / GFA	609
	• Nursing Home	$2.61	SF / GFA	620
	Commercial - Restaurant			
	• Quality Restaurant	$18.02	SF / GFA	931
	• High Turnover (sit down) Restaurant	$27.31	SF / GFA	931
	• Fast Food Restaurant w/out Drive Thru	$33.06	SF / GFA	933
	• Fast Food Restaurant with Drive Thru	$43.63	SF / GFA	934
	• Tavern/Drinking Place	$31.66	SF / GFA	935
	• Coffee/Donut Shop w/out Drive Thru	$51.50	SF / GFA	936
	• Coffee/Donut Shop with Drive Thru	$54.26	SF / GFA	937
	• Coffee/Donut Shop with Drive Thru and with no inside seating	$20.85	SF / GFA	938
	Type of Development			ITE Land Use Code
	Commercial – Office			
	• General Office Building	$9.60	SF / GFA	710
	• Government Office Building	$12.05	SF / GFA	730
	• Medical-Dental Office/Clinic	$20.99	SF / GFA	720
Community Development	*Commercial –*			
	• Retail Shopping Center -			
	up to 49,999 sq. ft.	$6.93	SF / GLA	820
	50,000 – 99,999	$7.69	SF / GLA	820
	100,000 – 199,999	$7.76	SF / GLA	820
	200,000 – 299,999	$7.91	SF / GLA	820
	300,000 – 399,999	$8.15	SF / GLA	820
	400,000 sq. ft. or more	$8.67	SF / GLA	820
	• Automobile Parts Sales	$9.04	SF / GFA	843
	• Car Sales – New/Used	$11.29	SF / GFA	841
	• Convenience Market	$33.56	SF / GFA	851
	• Discount Club	$8.63	SF / GFA	861
	• Electronic Superstore	$9.04	SF / GFA	863
	• Toy Superstore	$7.97	SF / GFA	864
	• Furniture Store	$0.47	SF / GFA	890
	• Hardware/Paint Store	$9.49	SF / GFA	816
	• Home Improvement Superstore	$3.27	SF / GFA	862
	• Nursery/Garden Center	$7.56	SF / GFA	817
	• Pharmacy/Drugstore w/out Drive Thru	$8.51	SF / GFA	880
	• Pharmacy/Drugstore with Drive Thru	$11.35	SF / GFA	881
	• Supermarket	$17.84	SF / GFA	850
	• Tire Store	$7.94	SF / GFA	848
	• Tire Superstore	$4.04	SF / GFA	849
	Cost per New Trip Generated:	$3,791.23		

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2026 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

SOURCE: *ITE, "Trip Generation, 8th Edition"*

Notes: [1] Abbreviations:

SF = Square Feet VSP = Vehicle Service Position

GFA = Gross Floor Area VFP = Vehicle Fueling Position

GLA = Gross Leasable Area

[2] Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.

Community Development	**Olympia School District No. 111 School Impact Fees**			§3.50.135 and Olympia School District Resolution No. 653
	Type of Residential Development			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	$0.00 (fee suspended in 2026)	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	$0.00 (fee suspended in 2026)	dwelling	
	• Multi Family Downtown	$0.00 (fee suspended in 2026)	dwelling	
	Tumwater School District No. 33 School Impact Fees			§3.50.135 and Tumwater School District Resolution No. 02-23-24
	Type of Residential Development			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	$5,081.00	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	$1,048.00	dwelling	
Community Development	**Independent Fee Calculations**			§3.50.140
	• *Applicant chooses to prepare IFC*			
	– Administrative Processing fee	$525.00		
	– Deposit on Review Costs of IFC*	$525.00		
	*Balance refunded or additional costs collected as a precondition to building permit issuance.			
Community Development	**Park Impact Fees**			§3.52.070
	Type of Residential Development			
	• Single Family	$3,726.86	housing unit	
	• Single Family and Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,863.43	housing unit	
	• Single Family that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	$2,795.15	housing unit	
	• Manufactured Home (mobile home)	$2,227.71	housing unit	
	• Middle housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) (2-4 units per structure)	$2,746.11	housing unit	
	Park Impact Fees (Continued)			
	• Multi Family (5+ units per structure)	$2,413.12	housing unit	

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2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	• Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,373.06	housing unit	
Community Development	• Accessory Dwelling Unit	$1,670.78	housing unit	§3.52.070
	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	$1,113.86	housing unit	
Community Development	**Impact Fee Deferral Program**			
	• Administrative Application Fee	$100.00	application	§3.50.130
				§3.52.070
	Wireless Communication Antennas			§11.20.050
	• Wireless Communication (WCF) Permits			
	– Accessory (requiring WCF permit)	$110.00	antenna	
	– Attached WCF	$330.00	carrier	
	– Freestanding WCF	$1,100.00	structure	
	– Co-location on freestanding WCF	$330.00	carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees		
	• Conditional Use Permit	Same as zoning CUP fees		
	• Request for Administrative Deviation	$247.50	request	
	Telecommunications in Rights-of-Way			§3.52.069
	• Telecommunications Right-of-Way Use			
	– Right-of-Way (ROW) Use Authorization	$1,700.00		§11.06.010
	• Telecommunications Franchise/Master Permit Application	$5,550.00		§11.06.020
	• Master Permit Renewal Application	$2,800.00		§11.06.120
	– Annual Fee	$500.00		§11.06.160
	– Supplemental Site Permit	$500.00 (up to 5)		§11.06.110
		$100.00 (after 5)		
		$1,000.00	new pole	
		$270.00 pole rent	year	
	• Telecommunications Facilities Lease			
	– Lease Application	$500.00		§11.08.020
	– Renewal of Lease	$225.00		§11.08.120
Community Development	**Site Plan Review**			§14.02.080
	• Feasibility Site Plan Review*	$150.00		
	Feasibility Site Plan Review Resubmittal	$100.00		
	*Credited toward Preapplication Meeting			
	Preapplication Meeting	$825.00		
	Preapplication Meeting Resubmittal	$400.00		

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2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
	Site Plan Review Application Type I	$500.00		
	Site Plan Review Application Type II	$1,000.00		
Community Development	Multi-Family Tax Exemption	$100.00		
	• Design Plan Review	2.5% of the Building Permit		§18.43.010
	• Landscape Plan Review**	$220.00		§18.47.020
	**Applies only to landscape plans required under §18.47.020			
	• Exterior Illumination***			§18.40.035
	– Issuance and Inspection Fee	$55.00 +...	$7.50 per fixture	
	– Plan Review Fee	65% of above lighting fee		
	***Applies to non-residential applications 4,000 square feet or larger in area			
	• Request for Parking Modification	$275.00		§18.50.075
Water Resources & Sustainability	**Drainage Manual Administration**			§13.12.015
	• Adjustment application	$500.00		
	• Variance and Exception application	$1,000.00		
Community Development	**Protection of Trees & Vegetation**			§16.08.050
	• Land clearing application & review	$110.00		
	• Work by City Tree Professional	Consultant Cost	hour	
	• Land Clearing Permit			
	– Less than 30 Trees	$135.00		
	– 30 Trees or more	$220.00		
	• Add'l Review or Inspections after one hour	$66.00	hour	
	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit		
	• Request for Land Clearing Modification	$385.00		
	• Replacement Tree Mitigation Fee	$400.00		§16.08.070
	Environmental Policy			§16.04.190
	• Environmental SEPA Checklist	$880.00		
	• Expanded Environmental Checklist	$880.00, plus consultant cost		
	• Environmental Impact Statement (EIS)	$880.00, plus consultant		
	• Addendum to Environmental Documents	$220.00		
	Wetland Protection Standards			
	• Wetland Permit Application	$440.00		§16.28.140
	• Reasonable Use Exception	$880.00		§16.28.190
	Fish and Wildlife Habitat Protection			§16.32.097
	• Reasonable Use Exception	$880.00		
Community Development	**Land Divisions**			§17.02.160
	• Boundary Line Adjustment	$450.00		
	• Lot Consolidation	$450.00		
	• Preliminary Binding Site Plan	$770.00 +...	$27.50 per lot	
	• Final Binding Site Plan	$440.00 +...	$27.50 per lot	
	• Preliminary Plat	$2,750.00 +...	$38.50 per lot	
	• Final Plat	$1,650.00 +...	$38.50 per lot	
	• Preliminary Short Plat	$1,100 +...	$55.00 per lot	
	• Final Short Plat	$440.00 +...	$55.00 per lot	
	• Preliminary PUD (includes limited overlay zone)	$1,320 +...	$33.00 per lot	
	• Final PUD	$935.00		
	• Preliminary Plat Extension	$550.00		
	• Replats, Vacations, and Alterations			
	– Replats	Same as Prelimenary and		
	– Vacations	$450.00		
	– Alterations	$450.00		
	Zoning			§2.62.060
	• Certificate of Appropriateness	$110.00		
	• Zoning Certification Letter	$82.50		
	• Planned Unit Development	Same as preliminary and final PUD		§18.36.030
	• Home Occupation	See Business Licenses		§18.42.030
	• Mobile Home Installation*			

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2026 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	– Single	$150.00 + plumbing fees		§18.48.010
	– Double	$175.00 + plumbing fees		
	– Triple	$200.00 + plumbing fees		
	• Title Elimination Inspection Fee	$170.00		
	• Title Elimination Review	$110.00		
	* plus footing, foundation, skirting, and tie downs			
	• Mobile Home Park – Site Plan			§18.48.130
	– Preliminary	$1,00.00 +...	$30 per unit	
	– Final	$750.00 +...	$30 per unit	
	• Conditional Use Permit	$2,090.00		§18.56.020
	• Variance	$1,000.00		§18.58.020
	• Rezone	$1,500.00		§18.60.065
	Zoning			
	• Comprehensive Plan			
	– Map Amendment	$1,500.00		§18.60.065
	• Annexations			
	– Not in an Unincorporated Island	$200.00	acre, Maximum of $4,000	
	– In Unincorporated Islands	No fee ($0.00)		
	• Sign			
	– Application for Conditional Exemption	$20.00	sign	§18.44.075
Community Development	**Shoreline Management Act**			Resolution 250
	• Shoreline Exemption Letter	$200.00		
	• Substantial Development Permit	$1,600.00		
	• Conditional Use	$1,750.00		
	• Variance	$1,750.00		
	• Shoreline Permit Time Extension	$500.00		
	Transportation Concurrency			§15.48.040
	• Concurrency Application	$175.00		
	•Traffic Impact Analysis (TIA) Review	$390.00		

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2026 Table III			
BUILDING & FIRE SAFETY			
Primary Department	**Title**	**Rate/Fee/Charge**	**Code Reference (If Applicable)**
Community Development	**Building Code**		§15.01.070
	Building Permit Fee Schedule (including signs)		
	Total Valuation	**Fee**	
	Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section	
	$1.00 to $500	$43.48	
	$501 to $2,000	$43.48 for the first $500 plus $5.64 for each additional $100 or fraction thereof, to and including $2,000	
	$2,001 to $25,000	$151.04 for the first $2,000 plus $25.90 for each additional $1,000 or fraction thereof, to and including $25,000	
	$25,001 to $50,000	$742.50 for the first $25,000 plus $18.69 for each additional $1,000 or fraction thereof, to and including $50,000	
	$50,001 to $100,000	$1,203.89 for the first $50,000 plus $12.95 for each additional $1,000 or fraction thereof, to and including $100,000	
	$100,001 to $500,000	$3,291.80 for the first $100,000 plus $18.55 for each additional $1,000 or fraction thereof, to and including $500,000	
	$500,001 to $1,000,000	$10,664.10 for for the first $500,000 plus $15.74 for each additional $1,000 or fraction thereof, to and including $1,000,000	
	$1,000,001 and up	$18,578.99 for the first $1,000,000 plus $12.10 for each additional $1,000 or fraction thereof	
Community Development	**Other Inspection and Fees**		
	Plan Review Fee		
	1. Commercial and Multi-Family	65% of the building permit fee	
	2. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) greater than 1,200 sq. ft., and pole barns	50% of the building permit fee	
	3. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) greater than 1,200 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee	

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2026 Table III			
BUILDING & FIRE SAFETY			
	4. Single Family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos), Accessory Dwelling Units, garages, and accessory buildings less than 1,200 sq. ft.	25% of the building permit fee	
Community Development	5. Single family, Middle Housing (duplex, triplex, quadplex, cottage housing, townhouses, stacked flats, and condos) less than 1,200 sq. ft., and accessory dwelling units that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee	
	6. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	
	Continued on next page		
	7. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension Fee	10% of permit fee OR $25.00, whichever is greater.	
	8. One-and-Two Family Re-Roof permit.	$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	$110.00 per hour	
	11. Reinspection fees assessed under provisions of Section 108	$110.00 per hour	
	12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	$110.00 per hour	
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	**ENERGY CODE FEES**		
	Energy Code Plan Check Fee		
	Single Family	$110.00	
	Residential Remodel/Addition	$60.00	
	Multi-Family	$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	$210.00	
	12,001 to 60,000 sq. ft.	$395.00	
	60,001 to 200,000 sq. ft.	$770.00	
	200,000 sq. ft. and over	$1,520.00	
	Remodels and Tenant Improvements	50% of the new commercial fee	
	Warehouses	50% of the new commerical building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	$47.00	
	101 to 500 cubic yards	$94.00	
	501 to 1,000 cubic yards	$187.00	
	1,001 to 5,000 cubic yards	$280.00	
	5,001 to 10,000 cubic yards	$374.00	
	10,001 to 100,000 cubic yards	$375.00 for 1st 10,000 cubic yards plus $24.50 for each additional 10,000 cubic yards or fraction thereof	
Community Development	100,001 cubic yards or more	$1,000.00 for the 1st 100,000 cubic yards plus $13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	$110.00 per hour	
	Grading Permit Fees		
	For the issuance of each permit	$80.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	$55.00	
	101 to 500 cubic yards	$170.00	
	501 to 1,000 cubic yards	$340.00	
	1,0001 to 5,000 cubic yards	$680.00	
	5,001 to 10,000 cubic yards	$1,360.00	

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2026 Table III			
BUILDING & FIRE SAFETY			
	10,001 cubic yards or more	$1,360.00 for 1st 10,000 cubic yards plus $42.50 for each additional 10,000 yards or fraction thereof	
Community Development	**Certificates of Occupancy**		
	°Temporary Certificates of Occupancy		
	-One or Two Family	$25.00	
	-Commercial/industrial/Multi-family	$100.00	
	-Renewal	$200.00	
	°Final Certificates of Occupancy		
	– One or Two-Family	No fee	
	– Commercial/Industrial/Multi-family	No fee	
	°Business License		
	– Request for Certificate of Occupancy	$110.00	
	Mechanical Code		
	• Mechanical Permit	Stand alone commercial mechanical permits based on valuation.	
	• Mechanical Plan Review	65% of permit fee	
	For the issuance of each permit	$40.00	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	$35.00	
Community Development	**Unit Fee Schedule**		
	Furnaces		
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	$25.00	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	$30.00	
	Boilers, Compressors and Refrigeration Units		
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	$25.00	
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	$40.00	
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	$45.00	
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	$65.00	
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	$110.00	
Community Development	**Air Handlers**		
	For each air-handling unit to 10,000 cubic feet per minute	$25.00	
	For each air-handling unit over 10,000 cubic feet per minute	$30.00	
	Photo-Voltaic Solar Panels		
	Roof mounted; One-and-Two Family Dwellings	$260.00	
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule	
	Evaporative Coolers		
	For each evaporative cooler other than the portable type	$20.00	
	Ventilation and Exhaust		
	For each vent fan connected to a single duct	$15.00	
	For each system not a part of a permitted HVAC system	$20.00	
	For each non-residential type I hood (grease)	$175.00	
	Ventilation and Exhaust		
	For each non-residential type II hood (steam)	$95.00	
	Water Heaters		
	Residential	$25	

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2026 Table III			
BUILDING & FIRE SAFETY			
	Commercial	$50.00	
	Gas Piping		
	For each gas pipe system of one to four outlets	$15.00	
	For each gas piping system additional outlets over 5	$2.00 each	
Community Development	**Miscellaneous**		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	$20.00	
	Other Inspections and Fees		
	1. Mechanical plan review fee	65% of the mechanical permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	$110.00	
	3. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	
	4. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension fee	10% of permit fee OR $25.00, whichever is greater.	
	5. Reinspection fees per inspection	10% of permit fee OR $25.00, whichever is greater.	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	$110.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
Community Development	**Plumbing Code**		
	• Plumbing Permit	$40.00	
	• Plumbing Plan Review		
	• Backflow Protection Device		
	For the issuance of each permit		
	• Commerical Plumbing Permit	Stand alone commercial plumbing permits based on valuation	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	$35.00	
	Fee for review of septic system applications from County Health Department	$35.00	
	Unit Fee Schedule		
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	$20.00	
	For each building sewer and each trailer park sewer	$35.00	
	Rainwater systems - per drain	$20.00	
	For each residential sewer grinder	$30.00	
	For each commercial sewer grinder	$95.00	
	For each electric water heater	$25.00	
	For each pre-treatment grease or oil interceptor including its trap and vent	$30.00	
	For each installation, alteration or repair of water piping and/or water treating equipment	$15.00	
	For repair or alteration of drainage or vent piping, each fixture	$15.00	
	For each commercial lawn sprinkler system on any one meter	$25.00	
	For atmospheric type vacuum breakers		
	-- 1 to 5	$20.00	
	-- Over 5, each	$5.00	
	For each backflow device other than atmospheric type vacuum type breakers		
	– 2 inches and smaller	$15.00	
	– Over 2 inches	$30.00	
	Expansion Tank	$20.00	
	Other Inspections and Fees		
	1. Commerical Plumbing Plan Review Fee	65% of the plumbing permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	$110.00 per hour	
	3. Reinspection fees per inspection (minimum charge – 1 hour)	$110.00 per hour	
	4. 1st Plan Review Extension Fee	5% of plan review fee OR $25.00, whichever is greater.	
	2nd Plan Review Extension Fee	10% of plan review fee OR $25.00, whichever is greater.	

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2026 Table III			
BUILDING & FIRE SAFETY			
Community Development	5. 1st Permit Extension Fee	5% of permit fee OR $25.00, whichever is greater.	
	2nd Permit Extension Fee	10% of permit fee OR $25.00, whichever is greater.	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	$110.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	$110.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
	Moving of Buildings		
	• Permit Application	$500.00 + building and demolition permits, as applicable	
	• Traffic Officer Fee	Fully-based rate + materials	
Fire & Emergency Services	**Fire Code**		
	Fire Safety		
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation	
	• Underground Storage Tank Removal		
	– Residential	Based on Valuation	
	– Commercial	Based on Valuation	
	• Fire Sprinkler Permit	Based on Valuation	
	• Fire Sprinkler Plan Check	65% of permit fee	
	Fire Alarm Systems		
	• Fire Alarm Installation Permit	Based on Valuation	
	• System Retest	$110.00 per hour	
	• Fire Alarm Plan Check	65% of permit fee	
	Fire Hydrant (fireflow) Test	$180.00	
	Fire Inspection Fees		
	Square Footage Factor:		
	1 = 0 - 2,500 square feet	$20.00	
	2 = 2,501 - 7,500 square feet	$40.00	
	3 = 7,501 - 50,000 square feet	$60.00 + hourly rate of $80.00	
	4 = 50,001 square feet + >	$80.00 + hourly rate of $80.00	
	Non-compliance and Reinspection Fee	$80.00 per hour	

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2026 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	**Title**	**Rate/Fee/Charge**	**Unit**	**Code Reference (If Applicable)**
Transportation & Engineering	**Right-of-Way License** (includes projections over ROW)			
	• Application Fee	$305.00 + license rate		§3.40.010
	• Five-Year License Rate			§3.40.020
	– 1 to 1,000 square feet	$163.00		
	– 1,001 to 5,000 square feet	$218.00		
	– 5,001 to 20,000 square feet	$273.00		
	– More than 20,000 square feet	Negotiable		
Transportation & Engineering	**Right-of-Way Access/Utility Permit**			§12.16.050
	• General	$185.00		
	• Residential (1-single family or duplex; lots of record; includes erosion control)			
	– Street Only or 1 Utility Use	$235.00		
	– Multiple	$325.00		
	• Private Utility			
	– Overhead			
	Plan Check	$200 for 1st 150' + $0.10 per 1' thereafter		
	Inspection	$195 for 1st 150' + $0.10 per 1' thereafter		
	– Underground			
	Plan Check	$436.00 + $0.38 per ...	linear foot	
	Inspection	$2.10 per...	linear foot	
	– Single Service	$95.00		
Transportation & Engineering	**Street & Alley Vacation**			§12.04.020
	• Application Fee	$567.00		
	• Publishing Notice	$435.00		
	• Hearing, Ordinance, Adoption	$640.00		
	• Acquisition Cost	Up to 50% of value		
Transportation & Engineering	**Street Construction and Restoration**			§12.18.030
	• Street, Curbs, and Sidewalks			
	– Plan Check	$436 + $0.62 per...	linear foot	
	– Inspections	$2.63 per linear foot	linear foot	
	• Street Lighting			
	– Plan Check	$445.00 + $0.62 per ...	linear foot	
	– Inspections	$1.31 per...	linear foot	
	• Street Signals			
	– Plan Check	$1,318.00 per...	Signal	
	– Inspections	$1,796.00 per...	Signal	
Transportation & Engineering	**Street Disruption Fee**			§12.16.060
	• 1st year	5 times construction cost		
	• 2nd year	4 times construction cost		
	• 3rd year	3 times construction cost		
	• 4th year	2 times construction cost		
	• 5th year	1 times construction cost		
Water Resources & Sustainability	**Notice Required to Have Water Disconnected**	$30.00		§13.04.060
	• Disconnection of water service on a temporary or permanent basis			
	Water Service	$30.00		§13.04.080
	• Occupant turning on penalty			
Water Resources & Sustainability	**Hydrant Meter Rental**			§13.04.140
	• (2½") – for construction	$1,500.00 deposit + 3" meter monthly fee + consumption		
	Sewer Service - Lateral Extension			§13.08.100
	•Force Main Tap-	$3,465.00		
	Utility Billing Late Penalty			§13.18.020
	• If bill not paid until after the due date	1% of late balance per utility or...		
	- minimum penalty	Water - $5.00		
		Sewer - $4.00		
		Stormwater - $1.00		
	• If past due bill is not paid 20 days after the due date	$10.00 penalty - water		
	Water Utility	$30.00 weekdays, $100.00 weekdays		

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2026 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Water Resources & Sustainability	• Reconnection Fee	after 4:30 PM, all day weekends, & holidays		§13.18.040
	Utility Account Set-up Fees			§13.18.055
	• Owner Account Setup	$15.00		
		(Water $8.00, Sewer $5.00, Stormwater $2.00)		
	Utility Plan Check & Inspection Fees	$840.00		§13.20.030
	• Watermain			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewermain, Gravity			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewermain, Pressure			
	– Plan Check	$436.00 + $0.55 per...	linear foot	
	– Inspections	$2.99 per ...	linear foot	
	• Sewer Pump Station, Community System			
	– Plan Check	$1,273.00 for each		
	– Inspections	$1,273.00 for each		
	• Stormwater System			
	– Plan Check	$436.00 + $47.00 per...	acre	
	– Storm Pipe Plan Check	$436.00 + $0.55 per...	linear foot	
	– Stormwater Report Review	$478.00 per...	report	
	– Inspections	$3.80 per...	linear foot	
		$630.00 per...	system	
	– Resubmittals (1 hour minimum)	$100.00 per hour starting with 2nd submittal		
	• High Groundwater Reviews	$2,625.00 + $100.00 per...	hour	
	• Latecomers – Streets/Utilities	$840.00 + $100.00 per hour after 10 hours + 8%		Resolution 494
	• Bonding Agreements, Letters of Credit	$120.00		
	(providing forms and reviewing documents once complete)			
Water Resources & Sustainability	**Water Meter Testing**	$140.00		§13.04.400
	Water – Installation charge (service line & meter)	Installation	Meter Size	§13.04.360
		$3,900.00	3/4"	
		$4,300.00	1"	
		$8,100.00	1-1/2"	
		$8,400.00	2"	
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	9"	
		*	10"	
		*	12"	
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	Installation	Meter Size	§13.04.360
		$650.00	3/4"	§13.04.360
		$760.00	1"	
		$1,300.00	1-1/2"	
		$1,600.00	2"	
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	8"	
		*	10"	
		*	12"	
	Water – Connection Charges in the General Service Area	Connection Fee	Connection Size	§13.04.370
		$6,007.14	3/4"	
		$10,213.05	1"	
		$19,489.23	1-1/2"	
		$31,837.43	2"	
		$60,070.45	3"	
		$100,115.57	4"	
		$200,031.66	6"	
		$500,428.25	8"	
		$761,127.39	10"	
Water Resources &		$1,161,171.31	12"	

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2026 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Sustainability	**Sewer** – Connection Charges	Charge		§13.08.090
	• Equivalent Residential Unit (ERU)	$3,264.89		
	• Accessory Dwelling Unit	$2,285.43		
	• Multi-Family Unit	$2,285.43		
	Sewer – Capacity Development Charge (CDC)	$7,806.74 per...	ERU	§13.08.090 and LOTT Resolution No. 20-002

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2026 Table V			
PUBLIC SAFETY			
Primary Department	**Title**	**Rate/Fee/Charge**	**Code Reference (If Applicable)**
Police	**Records**		
	• Accident Reports to Insurance Company	$4.00	
	• Incident Reports	$0.15 per page over 10	
Police	**Animal Services**	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)	§6.04.040
			§6.04.060
			§6.04.070
Police	**Police Alarm Systems**		
	• Installer ID Card/Renewal	$25.00 every 5 years	§8.20.070
	• Alarm Permit Reinstatement		
	• False Alarm		§8.20.100
	– 3rd within 90-day continual period	$50.00	
	– 4th within 90-day continual period	$75.00	
	– 5th and thereafter within 90-days	$150.00	
Fire	**Fire Alarm Systems**		
	• False Alarm		
	– 2nd within a calendar year	$25.00	
	– 3rd alarm and thereafter in a calendar year	$413.00 - as per WSAOFC for equipment; labor shall be charged at city costs	
Fire	**Fireworks**		§8.30.030
	• Display Fireworks Application (effective February 21, 2007)	$100.00	
Fire	**Prescribed Burning**		§8.16.035
	• Prescribed Burn Permit Application (effective September 6, 2022)	$220.00	

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2026 Table VI

RECREATION

Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Parks & Recreation	**Recreation Services**		
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee	
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%	
	• Athletic field use	$22.00 per hour	
	• Public parks – private event shelter rental		
	• 9:00am – 2:00pm	$55.00	
	• 3:00pm – 8:00pm	$55.00	
	• 9:00am – 8:00pm	$80.00	
	• Youth Baseball League	$110.00 $10.00 additional for late registrations	
	• Youth Basketball League	$120.00 $10 additional for late registrations	
	• Public Events Permit	$50.00	§12.28.020
	• Public Parks – concession/merchandise sales		§12.32.040
	0-4 hours	$30.00	
	4-8 hours	$60.00	
Executive	**Street Banners** • Banner Permit Fee	$300.00	

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2026 Table VII

UTILITY RATES

Primary Department	Title	Rate/Fee/Charge			Code Reference (If Applicable)
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base		§13.04.210
		3/4"	$11.50		
		1"	$19.44		
		1-1/2"	$37.94		
		2"	$60.89		
		3"	$114.86		
		4"	$191.89		
		6"	$382.43		
		8"	*		
		10"	*		
		12"	*		
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate			§13.04.220
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	§13.04.210
		Block 1	0 to 600	$3.38	
		Block 2	601 to 1,200	$3.78	
		Block 3	1,201 to 2,400	$4.46	
		Block 4	2,401 & greater	$5.86	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	§13.04.210
		Block 1	0 to 500	$3.38	
		Block 2	501 to 1,000	$3.73	
		Block 3	1,001 to 2,000	$4.46	
		Block 4	2,001 & greater	$5.86	
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	Block 2		$3.73	
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	Block 3		$4.46	
	Water Fill Station Consumption Rate	Block 4		$5.86	
	Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)			§13.04.220
Water Resources & Sustainability	Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type		Monthly Rate	§13.08.160
		Single-family		$26.34 (1.0 ERU)	
		Individual mobile home		$26.34 (1.0 ERU)	
		Residential Duplex		$26.34 (1.0 ERU)	
		Multifamily (>2 units)		$18.44 (0.7 ERU)	
		Mobile home (>2 units)		$26.34 (1.0 ERU)	
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)		Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x $26.34	
	Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of the sewer monthly operations & maintenance use			§13.08.170
	Sewer – Monthly LOTT Wastewater Service Charge	Type		Monthly Rate	§13.08.160 and LOTT Resolution No. 24-002
		Single-family		$48.95 (1.0 ERU)	
		Individual mobile home		$48.95 (1.0 ERU)	
		Residential Duplex		$48.95 (1.0 ERU)	
		Multifamily (>2 units)		$34.26 (1.0 ERU)	
		Mobile home (>2 units)		$48.95 (1.0 ERU)	
		Type	Monthly Rate		
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x $48.95		
Water Resources & Sustainability	Stormwater – Monthly Account Fee	$2.45 on every developed property within the city limits			§13.12.040
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	Unit Type		Charge	§13.12.050
		Single-family residential		$13.96	
		Each duplex-family		$13.96	
	Stormwater - Monthly Service Charge	All other developed properties not defined as single-family residential and duplex family		$13.96 x Gross Impervious Area/3,250 square feet	§13.12.060
	Stormwater – Monthly Service Charge	All mobile residence communities		($13.96 x 1,800 x available Residence Site / 3,250 square feet) + ($13.96 x Other Gross Impervious Area / 3,250 square feet)	§13.12.070

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2026 Table VIII

Discounts, Utility Rebates & Incentives

Primary Department	Title	Rate/Fee/Charge			Code Reference (If Applicable)
Water Resources & Sustainability	**Connection Charges** - Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.				
	Water Connection Fees - (50%)	**Fee**		**Connection Size**	§13.04.070
		$3,003.57		3/4"	
		$5,106.53		1"	
	Sewer Connection Fees - (50%)	**Fee**			§13.08.090
	Equivalent Residential Unit (ERU)	$1,632.45			
	Accessory Dwelling Unit	$1,142.71			
	Multi-Family Unit	$1,142.71			
	Monthly LOTT Wastewater Service Charge (50%)	$24.47			LOTT Resolution No. 24-002
	Monthly LOTT Wastewater Service Charge Multifamily (>2 units) (50%)	$17.13			
Water Resources & Sustainability	**Life-line Program** - Low-income senior citizen and low-income disabled person rate discounts – Every qualified account on file with the City's Utility Billing section shall receive a discount of fifty percent (50%) on all utility rates as defined below.				§13.18.090
	Water Monthly Base Rate per meter – within the General Service Area (50%)	**Rate**		**Meter Size**	
		$5.75		3/4"	
		$9.73		1"	
		$18.97		1-1/2"	
		$30.45		2"	
		$57.43		3"	
		Refer to Table VII		4" or greater	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area (50%)		**Rate per each 100 Cubic Feet**	**Volume of Water Used (Cubic Feet)**	
		Block 1	$1.69	0 to 600	
		Block 2	$1.87	601 to 1,200	
		Block 3	$2.23	1,201 to 2,400	
		Block 4	$2.93	2,401 & greater	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area (50%)		**Rate per each 100 Cubic Feet**	**Volume of Water Used (Cubic Feet)**	
		Block 1	$1.69	0 to 500	
		Block 2	$1.87	501 to 1,000	
		Block 3	$2.23	1,001 to 2,000	
		Block 4	$2.93	2,001 & greater	
	Storm Rates - (50%)	**Rate**			
	Base Rate	$1.22			
	Monthly Service Charge	$6.98			

Exhibit J
Form of Stormwater Agreement

See attached.

AGREEMENT TO MAINTAIN STORMWATER FACILITIES AND TO IMPLEMENT A POLLUTION SOURCE CONTROL PLAN BY AND BETWEEN THE CITY OF TUMWATER AND COSTCO WHOLESALE CORPORATION, AND IT'S HEIRS, SUCCESSORS, OR ASSIGNS (HEREINAFTER "OWNER")

The upkeep and maintenance of stormwater 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 stormwater 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.

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 stormwater facilities and to implement a pollution source control plan. The stormwater facilities and pollution source control plan were prepared by _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 stormwater 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 stormwater facility maintenance program located in the Stormwater Facilities Maintenance Guide of Volume V of the City's 2022 Drainage Design and Erosion Control Manual.

(2) Comply with Pollution Source Control Requirements located in Volume IV of the City's 2022 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 the on-site administration office, or such other location as may be designated from time to time, 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 August 21st 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 stormwater quantity control and stormwater 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 stormwater 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 stormwater 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 stormwater 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); provided, however, that CITY OF TUMWATER shall use due care and diligence in the exercise of its rights hereunder, and will not occasion (a) any interference with OWNER'S business operations on the PROPERTY; (b) any interference with customary access to or from the PROPERTY; or (c) any damage or injury to the PROPERTY and/or to any lessees, agents, employees or invitees of OWNER; and provided, further, that except for the sole purpose of making emergency repairs to remedy an imminent threat to public health, welfare or water quality, the CITY OF TUMWATER shall not perform any maintenance, repair and/or retrofitting during the months of October, November and December of any calendar year or during the operating hours of the business(es) located on the PROPERTY.

(4) OWNER shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater 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, in either case due to the default by OWNER hereunder beyond applicable notice and/or cure periods.

RESERVATION OF RIGHTS:

(1) The parties acknowledge that each party retains all rights in law and equity regarding any potential claims for injury to persons or damage to property, including, without limitation, claims that may arise from the discharge of pollutants or hazardous materials into, or from, the stormwater system via surface or groundwater flows.

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.

[*remainder of page intentionally left blank; continued on the following page*]

Dated at _____, Washington, this _____ day of _____, 2026.

OWNER: **COSTCO WHOLESALE CORPORATION**

_____
Signature

NAME: _____
TITLE: _____
ADDRESS: _____
_____

State of Washington)
)ss
County of _____)

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

Dated:_____ _____
(Signature)
Notary Public in and for the State of (Seal or Stamp)
Washington.
My appointment expires _____.

CITY OF TUMWATER:

APPROVED as to form only:

_____
City Attorney

ACCEPTED BY:

_____
Water Resources & Sustainability Director

Exhibit A
Legal Description

See attached.

EXHIBIT A

The Land referred to herein below is situated in the County of Thurston, State of Washington, and is described as follows:

PARCEL I:

LOT 1 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

PARCEL II:

TRACT A:

LOT 2 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 1°57'20" EAST, ALONG THE WEST LINE OF SAID SECTION 10, 282.00 FEET;
THENCE NORTH 88°02'20" WEST 1268.56 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°57'40" WEST 298.34 FEET;
THENCE NORTH 88°02'20" WEST 128.42 FEET;
THENCE NORTH 33°32'47" WEST 175.00 FEET TO THE SOUTHERLY LINE OF A 30 FOOT ROAD AS SHOWN ON THE FACE OF THE UNRECORDED PLAT OF ELLIS LAND COMPANY;
THENCE NORTH 44°54'01" EAST, ALONG SAID SOUTHERLY LINE, 212.94 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY LINE SOUTH 88° 02' 20" EAST 85.00 FEET TO THE TRUE POINT OF BEGINNING.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACTS A AND B, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL III:

TRACT A:

LOTS 3 AND 4 OF SHORT PLAT NO. SS-2146, RECORDED JULY 10, 1986 AS RECORDING NO. 8607100126, IN THURSTON COUNTY, WASHINGTON.

TRACT B:

THAT PART OF THE CORNELL DONATION LAND CLAIM NO. 40, IN TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 429.1 FEET WEST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;
THENCE NORTH 289 FEET; THENCE WEST 429.2 FEET;
THENCE SOUTH 1015 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO FRED SCOTT AND WIFE BY DEED DATED JULY 18, 1932 AND RECORDED IN VOLUME 142 OF DEEDS, PAGE 348;
THENCE EAST 429.2 FEET;
THENCE NORTH 726 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, BY WARRANTY DEEDS RECORDED MAY 23, 1953 AS RECORDING NOS. 520231 AND APRIL 25, 1967 AS RECORDING NO. 759011.

TRACT C:

THE SOUTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL IV:

TRACT A:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40 IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM 332.1 FEET TO THE TRUE

POINT OF BEGINNING OP THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE WEST 104 FEET OF THE NORTH 208 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISON ROAD),BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO. 8504220088.

TRACT B:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID CORNELL CLAIM, 643.7 FEET WEST OF THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
RUNNING THENCE WEST ALONG SAID NORTH LINE OF CLAIM, 214.6 FEET, MORE OR LESS, TO A POINT 20 FEET NORTH OF THE NORTHEAST CORNER OF TRACT CONVEYED TO C.W. ROBISON AND WIFE BY DEED DATED FEBRUARY 17, 1945, AND RECORDED UNDER FILE NO 391948;
THENCE SOUTH AND ALONG THE EAST LINE OF SAID ROBISON TRACT 1,015 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TRACT CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED OCTOBER 6, 1937 AND RECORDED IN VOLUME 156 OF DEEDS, PAGE 152;
THENCE EAST ALONG THE NORTH LINE OF SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1,015.25 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W. (FORMERLY ROBISON ROAD) , BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425129;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DEED RECORDED APRIL 22, 1985 UNDER RECORDING NO.

8504220088.

TRACT C:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 104 FEET OF THE NORTH 208 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE JOHN CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM, 332.1 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 980 FEET, MORE OR LESS, TO THE LAND RESERVED FOR ROAD;
THENCE EAST 445.8 FEET, MORE OR LESS, TO THE END OF SAID LAND RESERVED FOR ROAD;
THENCE NORTH 980 FEET, MORE OR LESS, TO A POINT 20 FEET SOUTH OF THE NORTH LINE OF SAID DONATION CLAIM;
THENCE WEST 444.8 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID DONATION CLAIM TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THURSTON COUNTY FOR 73RD AVENUE S.W.(FORMERLY ROBISION ROAD) BY DEED RECORDED SEPTEMBER 9, 1947 UNDER RECORDING NO. 425128.

TRACT D:

THE NORTHERLY HALF OF THE 30 FOOT STRIP OF LAND WHICH ABUTS THE ABOVE-DESCRIBED TRACT A, SAID STRIP OF LAND BEING DESCRIBED IN AMENDED JUDGMENT AND DECREE FILED IN THE THURSTON COUNTY SUPERIOR COURT ON NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

PARCEL V:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF CORNELL DONATION CLAIM NO. 40, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, SAID TOWNSHIP AND RANGE;
THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SECTION, TO THE NORTHWESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1, MAYTOWN TUMWATER;
THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE, TO THE EAST LINE OF TRACT

CONVEYED TO JAMES MARTIN BARNETT AND WIFE BY DEED DATED MARCH 20, 1950 AND RECORDED UNDER AUDITOR'S FILE NO. 464829;
THENCE NORTHERLY, ALONG SAID EAST LINE, TO A POINT THAT IS 1,015.25 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SECTION 9;
THENCE WESTERLY ALONG SAID BARNETT TRACT 214.6 FEET;
THENCE NORTHERLY 1015.25 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SECTION THAT IS 643.7 FEET WESTERLY OF ITS NORTHEAST CORNER;
THENCE EASTERLY, ALONG SAID NORTH LINE, 643.7 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THE NORTH 30 FEET FOR COUNTY ROAD KNOWN AS ROBISON

ROAD;

ALSO EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE STATE OF WASHINGTON FOR AIRDUSTRIAL INTERCHANGE BY DECREE ENTERED MARCH 24, 1986 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 85-2-00660-4.

PARCEL VI:

THAT PART OF THE NORTHEAST QUARTER AND JOHN CORNELL DONATION LAND CLAIM NO. 40, IN SECTION 9, TOWNSHIP 17 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, IN THURSTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF A 30 FOOT WIDE STRIP OF LAND RESERVED FOR ROAD PURPOSES BY ELLIS LAND COMOPANY ABUTTING THE NORTHWESTERLY AND NORTH LINES OF THAT PROPERTY CONVEYED TO FRED SCOTT AND MARTHA SCOTT, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 10, 1932 UNDER RECORDING NO. 247916;

EXCEPT THEREFROM THAT PORTION OF SAID STRIP SET FORTH IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 UNDER CASE NO. 02-2-00622-9.

SAID 30 FOOT WIDE STRIP LYING NORTHWESTERLY AND NORTHERLY AND COINCIDENT WITH THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF THURSTON COUNTY SHORT PLAT NO. SS-2146, AS RECORDED JULY 10, 1986 UNDER THURSTON COUNTY AUDITOR'S RECORDING NO.
8607100126;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND ITS EXTENSION NORTH 44°52'02" EAST 419.50 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 2 OF SAID SHORT PLAT;
THENCE ALONG SAID WESTERLY EXTENSION SOUTH 88°35'49" EAST 59.71 FEET TO THE WEST END OF 30 FOOT WIDE STRIP DESCRIBED IN AMENDED JUDGMENT AND DECREE ENTERED NOVEMBER 1, 2002 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 02-2-00622-9 AND THE TERMINUS OF THIS LINE.

Exhibit K
Copy of SEPA Determination

See attached.

EXHIBIT K

COPY OF SEPA DETERMINATION

CITY OF TUMWATER

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

MITIGATED DETERMINATION OF NON-SIGNIFICANCE
Costco Retail Warehouse TUM-26-0624 and Costco Fuel and Carwash TUM-26-0878
SEPA No. TUM-26-0880
October 9, 2026

Description of Proposal: The applicant proposes to construct a 166,157 square foot wholesale and retail general merchandise facility with 1,008 parking spaces, a fueling facility with twenty multi-product dispensers, a drive-through car wash with associated parking (collectively, the "Costco Facility"), and the future development of the remaining land (the "Retained Development") delineated through a boundary line adjustment on a site that is approximately 55 acres. The Retained Development will proceed in two phases; the first phase ("RD Phase 1") will consist of several parcels containing approximately 8.48 acres of the larger 55-acre development, and the second phase ("RD Phase 2") will consist of a single parcel containing the remaining 14.50 acres of the larger 55-acre development.

Environmental review includes the proposed development plan and the projected build out of all parcels associated with the boundary line adjustment pursuant to WAC 197-11-060(3)(b). Pursuant to RCW 36.70B.170-.210,Tumwater Resolution R2026-019 Development Agreement will address the cost of construction of onsite and offsite improvements and environmental mitigation required for the Costco Facility and the RD Phase 1 outparcel commercial development.

Applicant: John Shaw, 730 Lake Drive, Issaquah, WA 98027.

Location of Proposal: 2413 73rd Ave. SW, Tumwater WA 98512. Tax Parcel Numbers 09230009001, 09230003000, 09230017000, 09230011001, 09230023000, & 09230011003. There are nine lots of record covered by the six tax parcels.

Lead agency: City of Tumwater, Community Development Department.

The lead agency for this proposal has determined that, as conditioned, the project does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist, the terms of the proposed Development Agreement between the City and the applicant (the "Development Agreement"), applicable local, state, and federal regulations (RCW 43.21C.240), and other information on file with the lead-agency. This information is available to the public on request.

RCW 36.70B.170(3)(c) authorizes the City to enter into development agreements that address mitigation measures, development conditions, and other requirements under chapter 43.21C RCW." As described in the Development Agreement, including Paragraph 11 thereof, this MDNS assumes that the applicant will comply with the terms of the Development Agreement addressing project mitigation and all City ordinances and development standards governing the type of development proposed, including but not limited to, street standards, storm water

standards, high groundwater hazard areas ordinance standards, water and sewer utility standards, critical areas ordinance standards, tree protection standards, zoning ordinance standards, land division ordinance standards, building and fire code standards, and level of service standards relating to traffic. Pursuant to RCW 36.70B.170(3)(c) and RCW 43.21C.240, the mitigation established in the Development Agreement and by these ordinances and standards mitigate the adverse environmental impacts of the proposed development below the threshold of significance.

This Mitigated Determination of Nonsignificance is based on the project as it is proposed, and the impacts and potential mitigations measures reflected in the applicants' environmental documents and the Development Agreement (which Development Agreement was, for clarity, specifically negotiated to address such impacts and mitigation measures).

Reliance on Existing Plans, Laws, and Regulations

The City of Tumwater has determined that the requirements of environmental analysis, protection, and mitigation measures have been addressed in the City's development regulations and Comprehensive Plan adopted under Chapter 36.70A RCW; in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158, and in the Development Agreement;

Pursuant to RCW 36.70B.l70(3)(c), the City finds that the Development Agreement addresses the "mitigation measures, development conditions, and other requirements under Ch. 43.21C RCW" that are applicable to the Costco Facility and RD Phase 1. Further, pursuant to RCW 43.21C.240(1-7), the City finds that the mitigation measures in the Development Agreement and the analyses and mitigation required by other local, state, and federal laws and regulations provide adequate analysis of, and mitigation for, the identified adverse environmental impacts of the Costco Facility and RD Phase 1.

Pursuant to RCW 36.70B.130(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety. As provided for in Paragraph 11 of the Development Agreement, the City's Designated Official may require further SEPA review and mitigation for the Costco Facility and RD Phase 1 to the extent that an implementing permit or regulatory approval, or requested modification meets the following conditions:

i. The City concludes that a requested permit or regulatory approval application is likely to cause probable, unmitigated, significant, adverse environmental impacts that have not been previously analyzed in existing SEPA environmental documents or other local, state, or federal regulations, as described in RCW 43.21C.240;

ii. The City concludes, pursuant to WAC 197-11-600(3)(B)(i) and (ii), that substantial changes have been made to the Costco Facility and/or RD Phase 1 that are likely to have significant, adverse impacts that have not been previously analyzed in the existing SEPA environmental documents or RCW 43.21C.240 review; or

iii. As otherwise required by WAC 197-11-070 and WAC 197-11-660.

Environmental documents submitted as part of the application include:

- SEPA Checklist (Core States Group, June 2026)
- Geotechnical & Hydrogeological Engineering Report (Kleinfelder, June 2026)
- Mazama Pocket Gopher (Thomomys Mazama) Absence Report (Land Services Northwest, July 2025)
- Preliminary Stormwater Site Plan (Core States Group, June 2026)
- Tree Protection Plan (Washington Forestry Consultants, Inc June 2026)
- Traffic Impact Study (Kittelson, September 2026)
- Parking Needs Study (Kittelson, June 2026)
- Photometric Site Plan (T.E., Inc, June 2026)
- Preliminary Landscape Plan (Core States Group, June 2026)
- Water and Sewer Availability (City of Tumwater, June 2026)
- Site Development Application Drawings including Site Plan and Building Design Drawings (Site Plan Review Package submitted to the City on 7/2/26. Site plans dated 6/15/26. Elevations and perspectives dated 11/2025).

Findings:

1. The City has developed a SEPA improvement project for the Tumwater Boulevard/Interstate 5 interchange that includes intersection improvements to address safety directly attributable to increased traffic from development.
2. The Tumwater Boulevard/Interstate 5 southbound intersection currently operates at an acceptable Levels of Service (LOS). The Traffic Impact Study (TIS) shows 2026 traffic conditions with the project trips exceed Washington State Department of Transportation (WSDOT) LOS thresholds. WSDOT reviewed the TIS and requested mitigation in the form of installation of CCTV at the southbound ramp to observe queue lengths, as well as signal and intersection modifications.
3. The proposed development of the Costco Facility and RD Phase 1 creates a new intersection on Tumwater Boulevard with the extension of Tyee Drive. The traffic impact study shows that trips generated by the development of the Costco Facility and commercial lots 3 through 8 (i.e., RD Phase 1), as well as pipeline projects and future development growth, will create a level of service failure at the intersection of Tumwater Boulevard and the newly constructed Tyee Drive.
4. Development of Lot 9 as part of the RD Phase 2 development and the extension of Tyee Drive creates a new intersection on Prine Drive and Tyee Drive. The traffic impact study shows that trips generated by the development on that parcel, as well as pipeline projects and future development growth, will create a level of service failure at the intersection of Prine Drive and the newly constructed Tyee Drive.
5. Development of Lot 9 creates new trips to the intersection of Prine Drive and Littlerock Road. The traffic impact study shows that trips generated by development on Lot 9 parcel, as well as pipeline projects and future development growth, will create a level of service failure for the westbound left-turn movement at the intersection of Prine Drive and Littlerock Road.

Mitigation Measures:

1. Subject to the Development Agreement, for development of any lot, the applicable project shall either:
   a. Construct a roundabout at the northbound Interstate 5 On/Off Ramp and Tumwater Boulevard intersection prior to issuance of any Certificate of Occupancy, complete intersection modifications, signal modifications, and the installation of CCTV systems satisfactory to WSDOT at the southbound Interstate 5 On/Off Ramp; OR
   b. Voluntarily pay a mitigation fee of $4,264.00 per peak trip generated by this project under RCW 82.02.020 with the issuance of any building permit, which would be used as described herein:
   Tumwater Boulevard/Interstate 5 Interchange: The City's planned transportation improvements at the Tumwater Boulevard/Interstate 5 interchange include converting the interchange to a roundabout diamond interchange by replacing the southbound on/off ramp signal and northbound stop-controlled intersections with roundabouts. The project estimates 656 total new trips to the interchange for Lots 1 and 2, 88 total new trips to the interchange for lots 3 through 8, and 76 new trips to the interchange for Lot 9.
2. Prior to issuance of the first Certificate of Occupancy for the development, the project shall:
   a. Construct a multi-lane roundabout traffic control at the intersection of Tyee Drive and Tumwater Boulevard in accordance with City of Tumwater standards; and
   b. Dedicate right-of-way for the future Tyee Drive connection from the Costco South Access roundabout to Prine Drive and along the site frontage of Prine Drive.
3. Prior to issuance of any Certificate of Occupancy for development on Lot 9 (i.e., RD Phase 2), the project shall:
   a. Construct transportation improvements to Tyee Drive connecting to Prine Drive as shown on the approved civil plans;
   b. Dedicate right-of-way to contribute to a future single lane roundabout at the intersection of Tyee Drive and Prine Drive;
   c. Construct a stop-controlled intersection at the Tyee Drive and Prine Drive intersection;
   d. Construct transportation improvements along the entire frontage of Lot 9 and the portion of Lot 1 that fronts Prine Drive, as shown on the approved civil plans;
   e. Reconstruct Prine Drive to meet current urban standards by providing two eleven foot vehicle lanes, two four foot paved shoulders, and upgraded structural section, including relocation of existing facilities and other improvements as necessary from the project frontage limits on Prine Drive to the intersection of Littlerock Road;
   f. For the intersection of Littlerock Road and Prine Drive, one of the following shall occur:

i. Construct a two-way left turn lane on Littlerock Road at Prine Drive; or
ii. Construct dedicated right and left turn lanes on Prine Drive onto Littlerock Road; or
iii. Reanalyze and propose an alternative mitigation addressing the level of service failure.

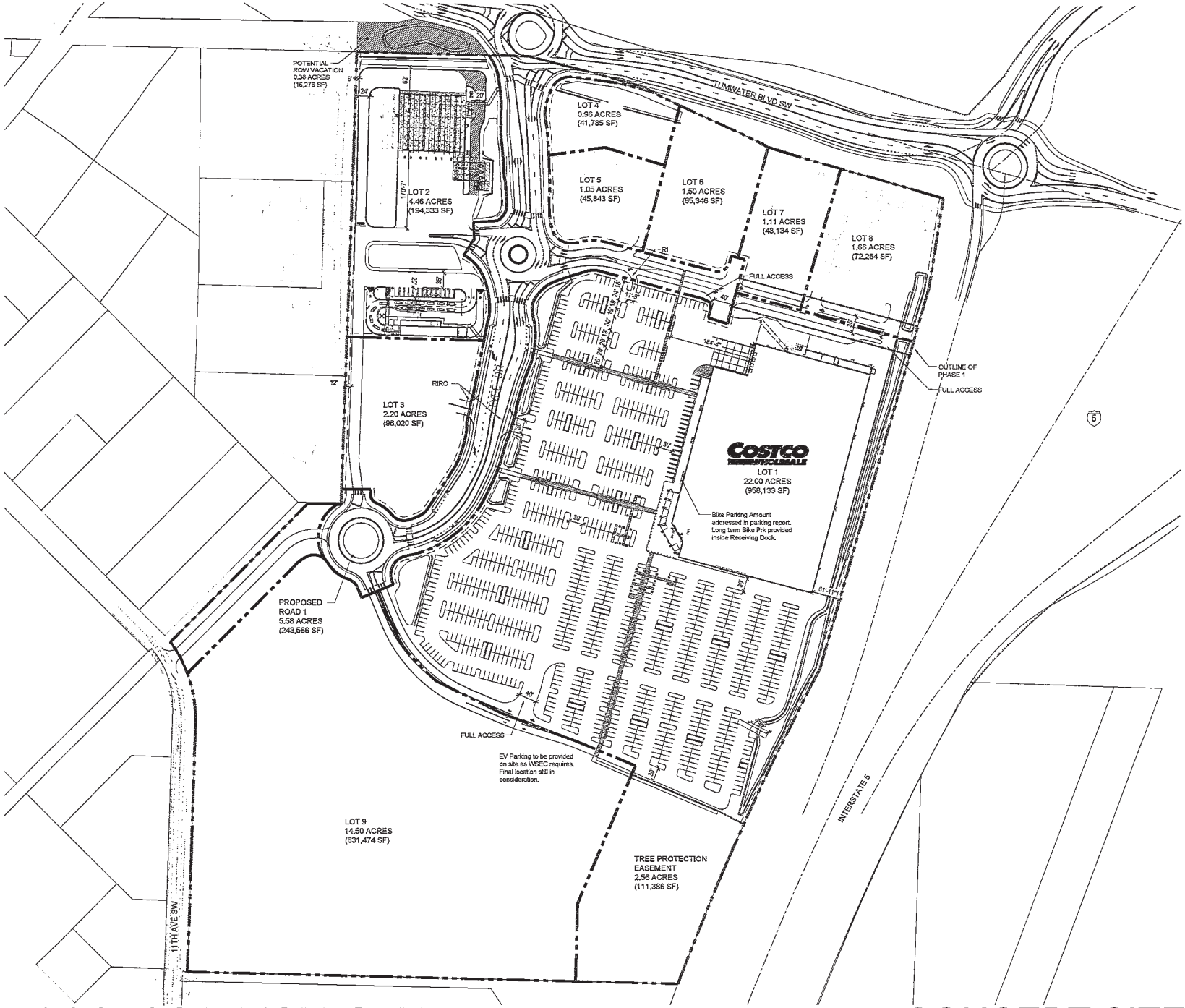
This MDNS is issued under WAC 197-11-350; the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted no later than October23, 2026, by 5:00 p.m.

Date: October 9, 2026

Responsible Official: Tami Merriman for Brad Medrud, AICP
Community Development Director

Contact person: Tami Merriman, Permit Manager
555 Israel Road SW
Tumwater, WA 98501
tmerriman@ci.tumwater.wa.us

Appeals of this MDNS must be made to the City of Tumwater Community Development Department, no later than October 29, 2026, by 5:00 p.m. All appeals shall be in writing, be signed by the appellant, be accompanied by a filing fee of $2,000.00 and set forth the specific basis for such appeal, error alleged, and relief requested.



PROJECT DATA

CLIENT:	COSTCO WHOLESALE 730 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	SWC OF I-5 & TUMWATER BLVD TUMWATER, WA
SEC, TWN, RNG:	09-17N-02W
PARCEL #'S:	0923001-1001, 0923001-1003, 0923001-3000, 0923001-7000, 0923001-9001, 0923002-3000, 1271022-0100

SITE DATA:

TOTAL SITE AREA:	55.02 ACRES	(2,396,898 SF
INCLUDES:		
LOT 1 WAREHOUSE	22.00 ACRES	(958,133 SF
LOT 2 GAS & CAR WASH	4.46 ACRES	(194,333 SF
LOT 3	2.20 ACRES	(96,020 SF
LOT 4	0.96 ACRES	(41,785 SF
LOT 5	1.05 ACRES	(45,843 SF
LOT 6	1.50 ACRES	(65,346 SF
LOT 7	1.11 ACRES	(48,134 SF
LOT 8	1.66 ACRES	(72,264 SF
LOT 9	14.50 ACRES	(631,474 SF
TREE PROTECTION EASE. PART OF LOT 1.	2.56 ACRES	(111,386 SF
PROPOSED TYEE DR ROW	5.58 ACRES	(243,566 SF
JURISDICTION:	CITY OF TUMWATER	
ZONING:	TO BE DETERMINED	

SETBACKS:	REQUIRED		ACTUAL	
	FRONT:	TBD	FRONT:	TBD
	SIDE:	TBD	SIDE:	TBD
	REAR:	TBD	REAR:	TBD

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA:	166,157 SF
INCLUDES:	
NET SALES FLOOR	158,262 SF
GROSS MECHANICAL /FIRE /MSB /HALLWAY	2,407 SF
ENCLOSED CANOPY	4,012 SF
BUILDING ENVELOPE	1,476 SF

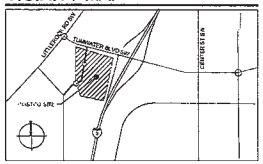
PARKING DATA:

TOTAL PARKING:	1,022 STALLS
INCLUDES:	
10' WIDE STALLS	989 STALLS
ACCESSIBLE STALLS	19 STALLS
10' WIDE STALLS - CARWASH	13 STALLS
ACCESSIBLE STALLS - CARWASH	1 STALLS
NUMBER OF STALLS PER 1000 SF OF BUILDING AREA:	6.15 STALLS

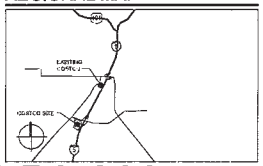
NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

0 40' 80' 160'
1" = 80'-0"

VICINITY MAP



REGIONAL MAP



COSTCO WHOLESALE

STREET
CITY, STATE

MG2

24-6072-01
JUNE 15, 2026

CONCEPT
SITE PLAN

DD11-09

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COSTCO WHOLESALE

TUMWATER, WASHINGTON

CONCEPT SITE PLAN

JUNE 15, 2026