

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Purpose/Objective

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

2. Responsibilities

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

A. Responsibilities of the City shall be as follows:

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

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

B. Responsibilities of the Tribe shall be as follows:

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

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

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

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

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

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

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

3. Future Agreements.

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

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

4. Public Records Requests

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

5. Indemnification

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

6. Joint Board

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

7. Duration of Agreement

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

8. Termination of Agreement

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

9. Dispute Resolution

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

10. Interpretation and Venue

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

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

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

12. Entire Agreement

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

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

13. Filing

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

14. Notice

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

CITY OF TUMWATER

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

**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Chairman
Chehalis Tribe
420 Howanut Road
Oakville, WA 98568

15. Authority

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

16. Effective date

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

CITY OF TUMWATER

**CONFEDERATED TRIBES OF
THE CHEHALIS RESERVATION**

Debbie Sullivan, Mayor

Dustin Klatush, Chairman

Dated:_____

Dated:_____

ATTEST:

ATTEST:

Melody Valiant, City Clerk

Charlotte Lopez, Tribe Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Harold Chesnin, Tribal Attorney

EXHIBIT A

PARCEL A:

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

PARCEL B:

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

PARCEL C:

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

PARCEL D:

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

PLAT OF I-5 COMMERCE PLACE

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

DEDICATION

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

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

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

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

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

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

John Kaufman
(NAME & TITLE) Vice President

ACKNOWLEDGMENTS

STATE OF WASHINGTON >S.S.
COUNTY OF THURSTON

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



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

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

RESTRICTIONS AND PLAT NOTES

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

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

EASEMENT PROVISIONS

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

SHEET INDEX

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

APPROVALS

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

[Signature]
TUMWATER TRANSPORTATION & ENGINEERING DIRECTOR

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

[Signature]
TUMWATER COMMUNITY DEVELOPMENT DIRECTOR

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

[Signature]
FINANCE DIRECTOR, CITY OF TUMWATER

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

[Signature] 9-9-22
THURSTON COUNTY TREASURER

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

[Signature]
THURSTON COUNTY ASSESSOR

COVENANTS/AGREEMENTS

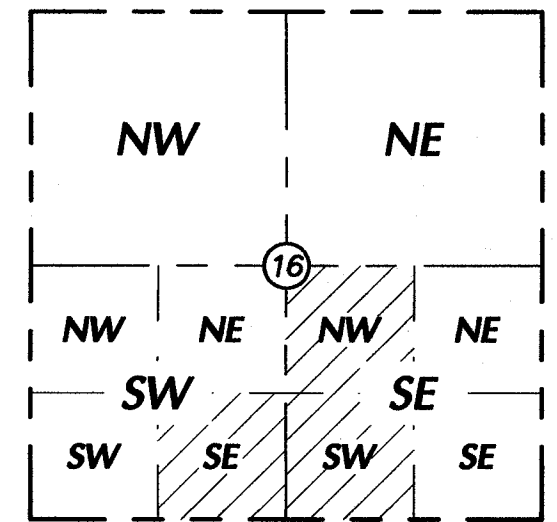
- COVENANTS, CONDITIONS AND RESTRICTIONS ARE RECORDED UNDER AUDITOR'S FILE NO. 4952602
- STORM WATER MAINTENANCE AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 4952601

AUDITOR'S CERTIFICATE

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

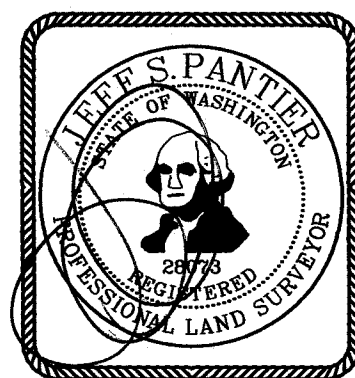
Mary Hall
THURSTON COUNTY AUDITOR BY [Signature] DEPUTY
AUDITOR'S FILE NO. 4952603

APPROVED FOR RECORDING
City of Tumwater



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

LAND SURVEYOR'S CERTIFICATE



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

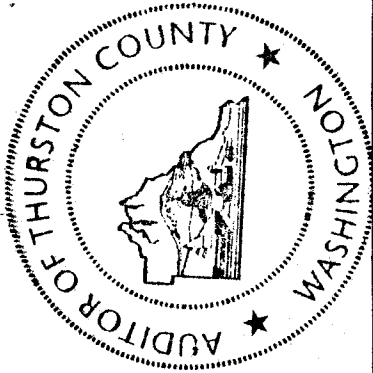
[Signature]
JEFF S. PANTIER PROF. REGISTERED LAND SURVEYOR CERTIFICATE NO. 28073 DATE August 31, 2022

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

EXHIBIT B

Pages: 5

4952603
09/27/2022 10:54 AM PLAT
CITY OF TUMWATER Wash, Insign



1 of 5

PLAT 4952603

PLAT

PLAT OF I-5 COMMERCE PLACE

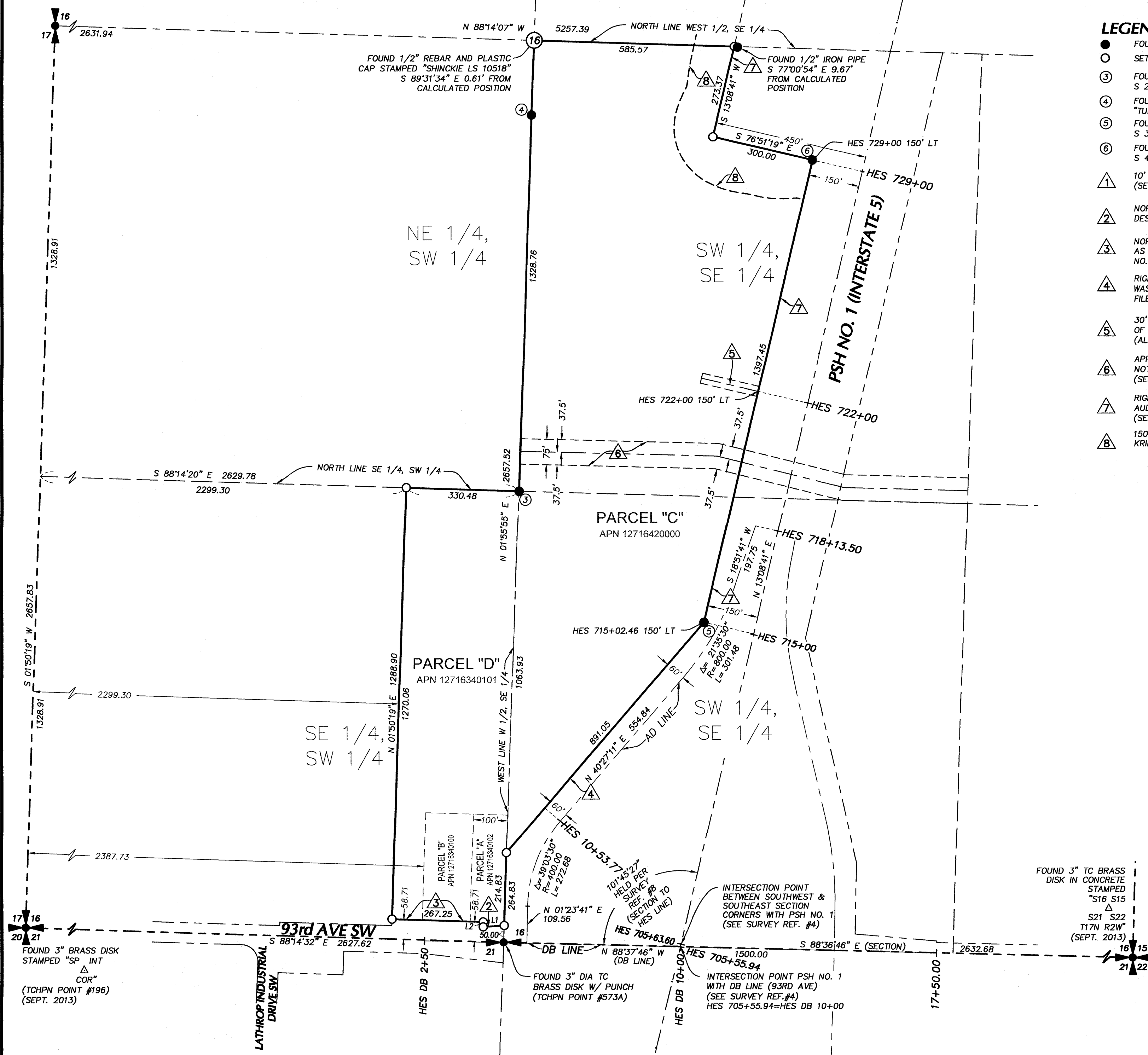
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.

EXHIBIT B

PLAT 4952603 3 of 5

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

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



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

SCALE: 1"=200 FEET

0 100 200 400

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

INTERSECTION POINT BETWEEN SOUTHWEST & SOUTHEAST SECTION CORNERS WITH PSH NO. 1 (SEE SURVEY REF. #4)

INTERSECTION POINT PSH NO. 1 WITH DB LINE (93RD AVE) (SEE SURVEY REF. #4) HES 705+55.94=HES DB 10+00

FOUND 3" DIA TC BRASS DISK W/ PUNCH (TCHPN POINT #573A)

FOUND 3" TC BRASS DISK IN CONCRETE STAMPED "SP INT COR" (TCHPN POINT #196) (SEPT. 2013)

APR 15, 2022

HATTON GODAT PANTIER
 ENGINEERS AND SURVEYORS
 3910 MARTIN WAY E, SUITE B
 OLYMPIA, WA 98506
 TEL: 360.943.1599 FAX: 360.357.6299
 hattonpantier.com 13-051

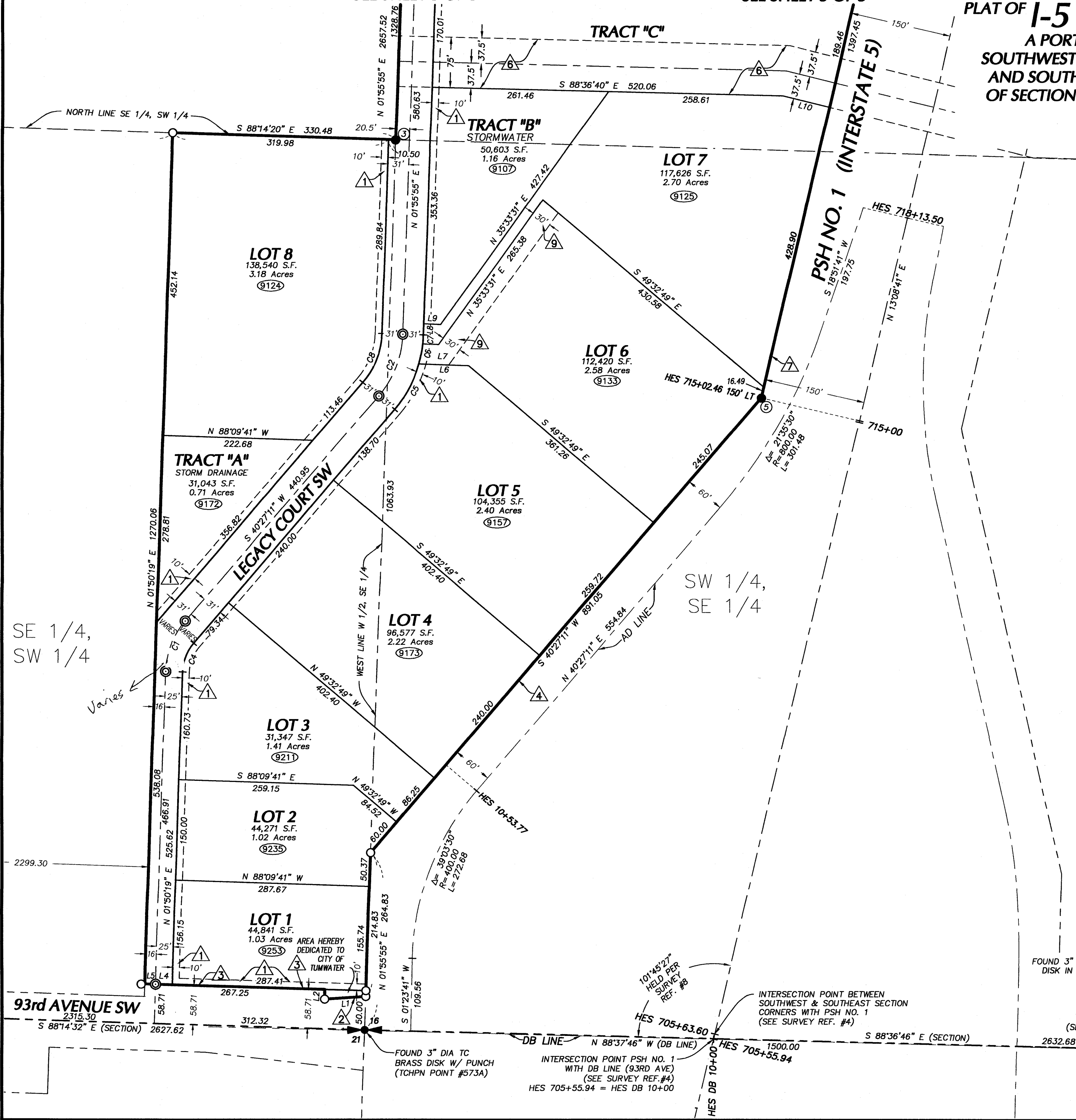
PLAT OF I-5 COMMERCE PLACE

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

EXHIBIT B

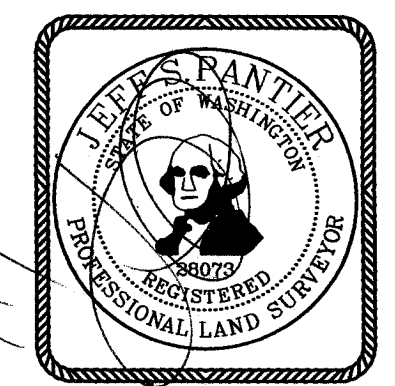
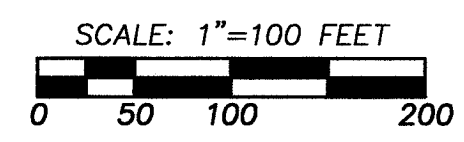
SEE SHEET 5 OF 5

SEE SHEET 5 OF 5



- ### LEGEND
- FOUND AS NOTED
 - SET 5/8" REBAR WITH PLASTIC CAP STAMPED "JSP 28073"
 - ⊙ SET CONCRETE MONUMENT WITH BRASS DISC STAMPED "28073"
 - ⊙ ADDRESS: LEGACY COURT SW TUMWATER, WA 98501
 - ③ FOUND 1/2" IRON PIPE S 26°30'9" W 0.52' FROM CALCULATED POSITION
 - ⑤ FOUND 1/2" REBAR & PLASTIC CAP STAMPED "SCINCKE LS 13518" S 31°18'54" W 0.34' FROM CALCULATED POSITION
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 - △ 7 RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 516498 (SEE TITLE NOTE NO. 9)
 - △ 9 INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOT 7 AND THE OWNERS ASSOCIATION

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



August 31, 2022

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

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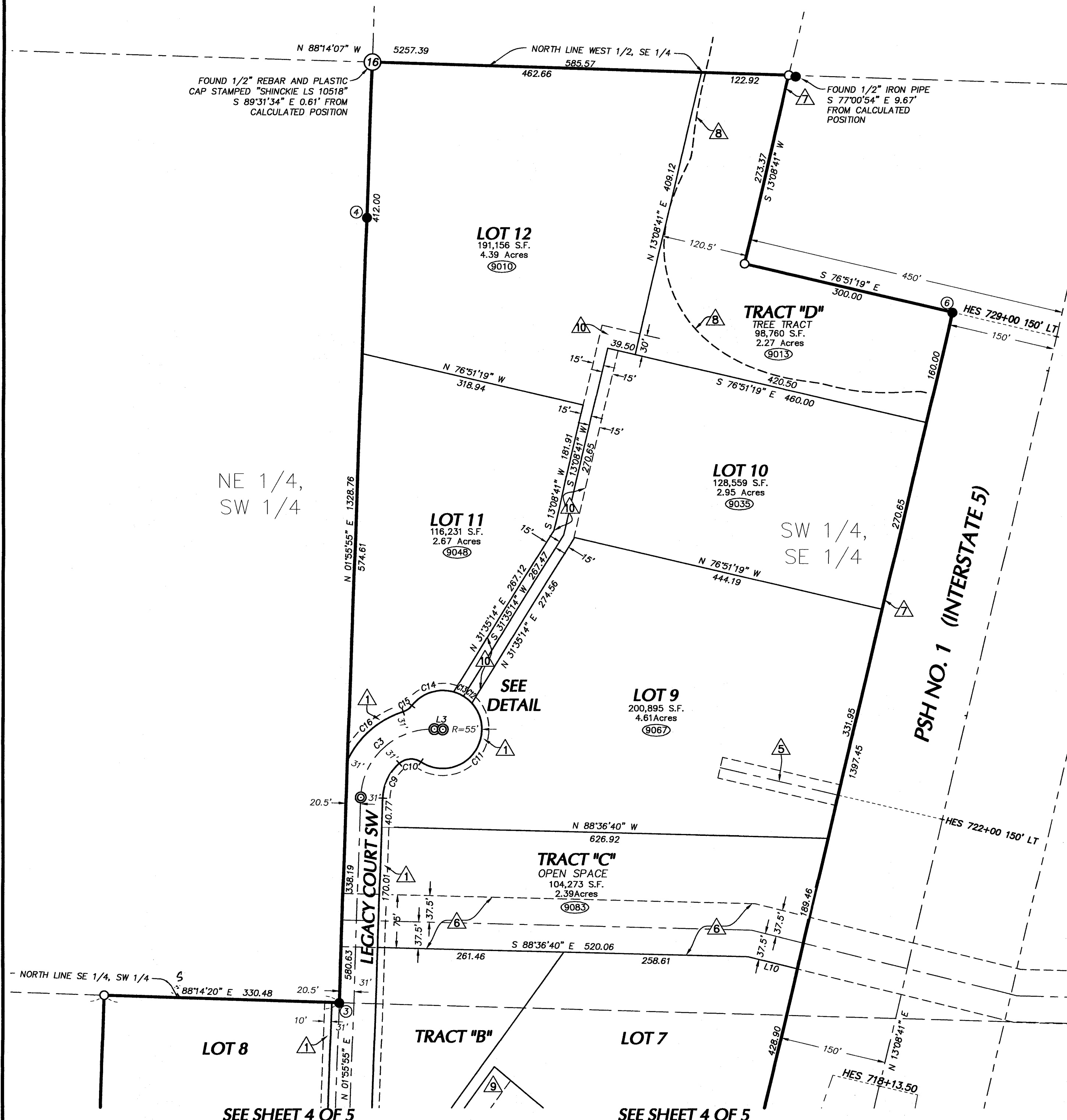
PLAT 4952603 4 of 5

PLAT OF I-5 COMMERCE PLACE

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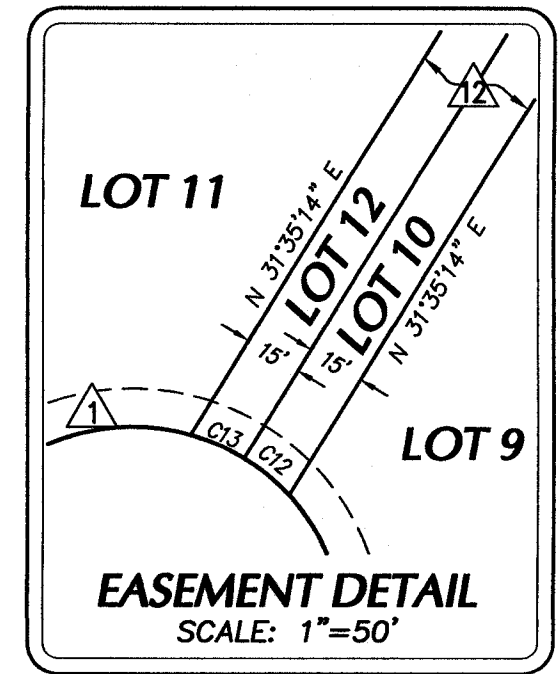
EXHIBIT B

PLAT 4952603 5 of 5



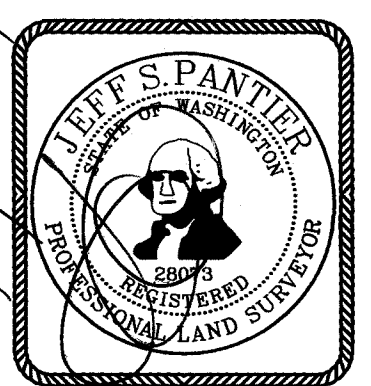
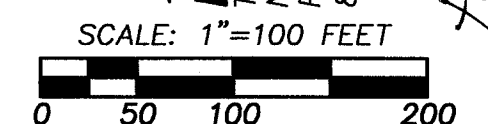
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- FOUND AS NOTED
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- △ 7 RIGHT OF WAY LINE DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 516498 (SEE TITLE NOTE NO. 9)
- △ 8 150' WETLAND BUFFER BASED ON REPORT BY KRIPPNER CONSULTING, LLC DATED JANUARY 30, 2020
- △ 10 INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF LOTS 9, 10, 11, 12 AND TRACT "D"



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

August 31, 2022



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

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

DOCUMENT TITLE(S)
Storm Water Maintenance Agreement

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

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

Kaufman Real Estate, LLC

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

City of Tumwater

LEGAL DESCRIPTION

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

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

Parcel Number 12716420000:
16-17-2W NW-SE/W2 SW-SE LESS 21.44A H&W LESS 2.20A

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

12716340102, 12716340100, 12716420000, 12716340101



EXHIBIT C

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

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

LEGAL DESCRIPTION:

SEE ATTACHED EXHIBIT "A"

RECITALS:

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

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

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

OWNER SHALL:

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

EXHIBIT C

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

CITY OF TUMWATER WILL, AS RESOURCES ALLOW:

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

EXHIBIT C

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

REMEDIES:

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

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

EXHIBIT C

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

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

OWNER:

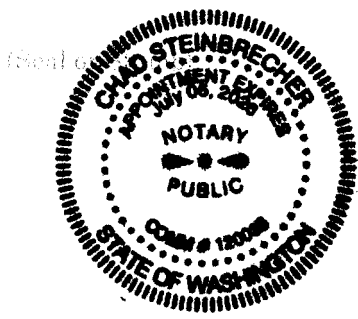
[Signature]
Signature
Name: John Kaufman
Title: Vice President
Address: 7923 Sweet Road Tumwater
WA 98561

State of Washington)
)ss
County of Thurston)

I certify that I know or have satisfactory evidence that John Kaufman is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that (he) was authorized to execute the instrument and acknowledged it as the Vice President of Kaufman Real Estate, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-6-2021

[Signature]
(Signature)
Notary Public in and for the State of Washington.
My appointment expires 7-5-2026.



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

CITY OF TUMWATER:

APPROVED as to form only:

DocuSigned by:
karen kirkpatrick
City Attorney

ACCEPTED BY:

[Signature]
Water Resources & Sustainability Director

For Clarity:
9C2747F30AD6419

EXHIBIT C

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

PARCEL A:

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

PARCEL B:

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

PARCEL C:

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

EXHIBIT C

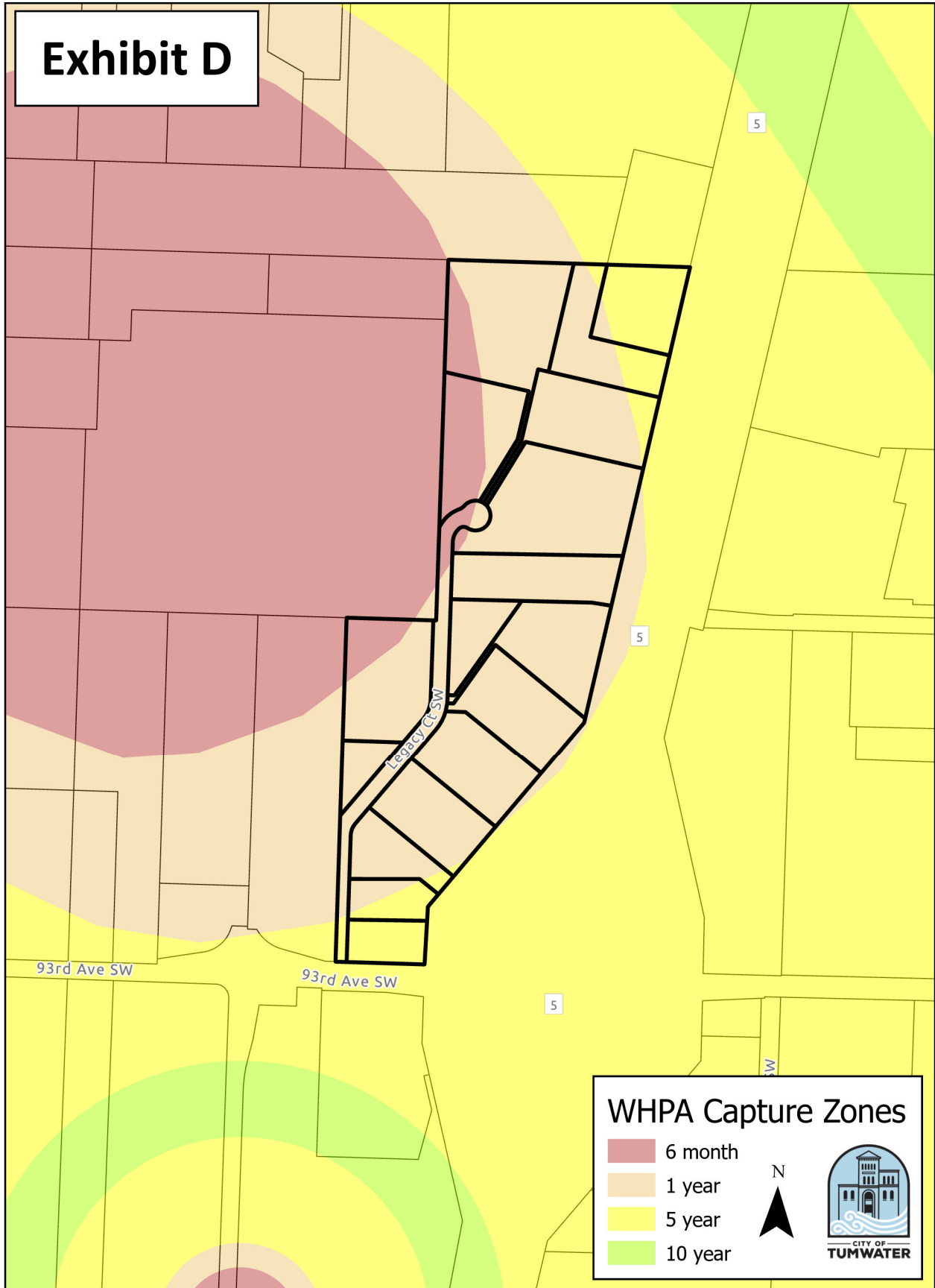
DEEDS RECORDED MARCH 2, 1953, AUGUST 15, 1957 AND JULY 19, 1966 UNDER AUDITOR'S FILE NOS. 516498, 587782, AND 743347, RESPECTIVELY.

PARCEL D:

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

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

Exhibit D



WHPA Capture Zones

- 6 month
- 1 year
- 5 year
- 10 year



CITY OF TUMWATER