SPECIAL MEETING AGENDA
MAPLE VALLEY CITY COUNCIL

Monday, September 27, 2021
7:00 p.m.

City of Maple Valley City Hall
22017 SE Wax Road, Suite 200

THIS IS OFFERED AS A ZOOM WEBINAR ONLY. CALL IN AND JOINING INFORMATION AS FOLLOWS:

https://maplevalleywa.zoom.us/j/83333521564?pwd=VWwrNVZueUdUeExvTWFEMTcvdkRuUT09

Time Estimation

Dial In option: 1-253-215-8782 Meeting ID: 833 3352 1564 Password: 662823

1. CALL TO ORDER
2. ROLL CALL

45 min.

3. PUBLIC COMMENTS

Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to webmaster@maplevalleywa.gov by 10:00 a.m. September 27, 2021 should include name and address of commenter.

PROCLAMATION: Mayors Day of Concern, Erica Dial — 1

State of the County-King County Councilmember Reagan Dunn

Presentation(s): PSE Storm Preparedness, Maple Valley Days

4. APPROVAL OF THE AGENDA

5 min.

5. CONSENT CALENDAR

The Consent Calendar is for those matters that have been discussed by Council previously or that are so routine that passage is likely.

(a) Approval of Minutes of the Special Meeting(s) on September 13, 2021 — 5

(b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 31476-31504, 501410 and no voided checks, and direct deposits, September 22, 2021 for a total amount of $4,499,482.04 — 11

(c) Resolution No. R-21-1595 authorizing the City Manager to execute a Master Customer Agreement and product order form with Darktrace, LLC for security hardware and services — 15

(d) Resolution No. R-21-1593 authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Casey Engineering for development review consulting services — 33

(e) Resolution No. R-21-1594 awarding the S-12 2021 miscellaneous drainage improvements project bid to Maroni Construction Company; authorizing the City Manager to execute a Public Works Contract with Maroni Construction Company including the administration of a construction contingency — 39

6. PUBLIC HEARING

7. BOARD, COMMISSION, COMMITTEE REPORTS

SPECIAL MEETING AGENDA
MAPLE VALLEY CITY COUNCIL

10 min. 8. REPORT OF THE CITY MANAGER

(a) City update

(b) Ironman Update

(c) Preparedness Fair Update

9. COUNCIL REPORTS

20 min. 10. CONTINUED BUSINESS

(a) HB 1331-Traffic Impact Fee related to Daycare Centers 59
..... Public Works and Community Development Director Tawni Dalziel

11. ORDINANCES, RESOLUTIONS, AND MOTIONS

10 min. 12. NEW BUSINESS

(a) Resolution No. R-21-1596 authorizing the city manager to execute a real estate Purchase and Sale Agreement with R & H Mining, LLC to acquire Tract C in the amount of $500,000.00 for ROW Acquisition to construct the T-48 SE 231st St Extension Project ..... City Engineer Steven Chen 69

13. FOR THE GOOD OF THE ORDER ..... Council

10 min.

(a) King County Redistricting ..... Mayor Kelly

14. PUBLIC COMMENTS

Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to webmaster@maplevalleywa.gov by 10:00 a.m. September 27, 2021 should include name and address of commenter.

15. **ANNOUNCEMENT OF NEXT MEETING**
SPECIAL MEETING
October 4, 2021 AT 6:00 P.M.
ZOOM MEETING INFORMATION TO FOLLOW

16. EXECUTIVE SESSION

(a) Executive Session with legal counsel to discuss potential litigation pursuant to RCW 42.30.110.1(i)

No action expected.

17. ADJOURNMENT

Americans with Disabilities Act (ADA) reasonable accommodations provided upon request. Please call Shaunna Lee, City Clerk, at 425-413-8800.

PROCLAMATION

WHEREAS, Erica Dial came to Maple Valley from her home state of Wisconsin and jumped right in generously giving time to make Maple Valley a great place to live, work and play; and

WHEREAS, Erica has led the Greater Maple Valley-Black Diamond Chamber of Commerce through growth and success through her positive, energetic advocacy for business and economic development; and

WHEREAS, Erica's efforts and fun loving spirit made for not only fun events but successful continuations of long standing community traditions in fishing derby and galas; which included the infamous glass fish "Ruby" which toured around the country during her stay with the City; and

WHEREAS, Erica has frequently and generously contributed time, energy, enthusiasm and ideas in support of the Maple Valley and Black Diamond communities, legislating efforts, including her work on the SEAL-TC ; and

WHEREAS, Erica has served on countless committees and donated hundreds of hours to benefit the community, including her time with Rotary, the Legacy Site Task Force, the Community Coalition Group, and Maple Valley's Economic Development Commission; and

WHEREAS, Erica is always excited to extend a warm welcome to strangers and steadfast friendship to many that are lucky enough to know her well.

NOW, THEREFORE BE IT RESOLVED THAT we, the Maple Valley City Council, declare the month of September as Erica Dial Appreciation Month to honor Erica upon her retirement as Greater Maple Valley-Black Diamond Chamber of Commerce Chief Executive Officer.

Signed this 27th day of September 2021.

_____	_____
Sean P. Kelly, Mayor	Dana Parnello, Deputy Mayor
_____	_____
Linda Olson, Councilmember	Les Burberry, Councilmember
_____	_____
Erin Weaver, Councilmember	Syd Dawson, Councilmember
_____	_____
Linda Johnson, Councilmember	Laura Philpot, City Manager

This page is intentionally left blank.

PROCLAMATION

WHEREAS, the City of Maple Valley recognizes adequate nutrition as a basic goal for each citizen; and

WHEREAS, the recent economic downturn and resulting recession have dealt a crippling blow to many local families. Hopelink saw an increase in foodbank usage over the past year during the COVID-19 pandemic; and

WHEREAS, no parent should have to send a child to school hungry, no baby should be without the comfort of the feedings needed for mental and physical growth, no elderly person's health should be jeopardized by lack of appropriate foods; and

WHEREAS, local churches, emergency and hot meal programs, and social service agencies such as the Maple Valley Food Bank and Emergency Services and the Greater Maple Valley Community Center strive daily to stem the tide of hunger; and

WHEREAS, this year marks the 30th annual Mayors' Day of Concern, Hunger Action Month, one of the largest single-day food drive efforts in King County; and

WHEREAS, this year's Mayor's Day of Concern for the Hungry food drive will be held at the Farmer's Market in Maple Valley on Saturday, November 6, 2021; and

WHEREAS, The City Council of the City of Maple Valley welcomes the opportunity to support the Emergency Feeding Program of Seattle & King County; and

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Sean P. Kelly, proclaim September 28, 2021 as a Day of Concern for the Hungry and strongly encourage all citizens to join the City Council in supporting the Emergency Feeding Program by contributing food to support the Maple Valley Food Bank and Emergency Services in their efforts to nourish those who are hungry.

Signed this 27th day of September 2021.

_____

Sean P. Kelly, Mayor

This page is intentionally left blank.

PRELIMINARY

CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF SPECIAL MEETING
SEPTEMBER 13, 2021
Maple Valley City Hall
Meeting held virtually via Zoom

1. CALL TO ORDER

Mayor Kelly called the meeting to order at 5:30 p.m.

Councilors present: Linda Olson, Les Burberry, Erin Weaver, Syd Dawson, Linda Johnson, Deputy Mayor Parnello, and Mayor Sean Kelly

Planning Commissioners present: Dave Pilgrim, Chris Tallman, Victoria Schroff, Jonathon Miller, Ian McGrady-Beach, and Michael Pearce

Staff Present: City Manager Laura Philpot, Public Works/Community Development Director Tawni Dalziel, Finance Director Erhiza Rivera, Community Development Manager Matt Torpey, Senior Planner Amy Taylor, Permit Technician Debi Yankeh, and City Clerk Shaunna Lee

2. Discussion

(a) Planning Commission Work Plan Update

Chair Dave Pilgrim gave an overview of the Planning Commission Work Plan and that there will be some items on the work plan need to be pushed back in order to work on the Downtown Design Standards and Guidelines, Downtown Development Moratorium.

(b) Interim Zoning Discussion

Planning Commission members went through the packet materials with the recommendations read aloud. There was some discussion for clarification. The code contained in the packet is staff's attempt to capture the Commission's recommendations.

3. PUBLIC COMMENTS:

Jeff Potter, 26250 SE 216th Place, Maple Valley, downtown zoning needs to be completed and he supports the Council's director to Planning Commission to keep it as a priority in their work plan. He urges the City to continue to push the downtown design as the moratorium on properties makes things difficult for property owners and developers.

Jeff McCann, P.O. Box 171, Maple Valley, representing the downtown area businesses and he would like to encourage Council to continue to make this a priority. He cautions just listening to one group of people and listen to developers outside of the area and explore the funding options.

4. ADJOURNMENT:

The meeting was adjourned at 7:04 p.m.

_____

Shaunna Lee
City Clerk

PRELIMINARY

CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF REGULAR BUSINESS MEETING
SEPTEMBER 13, 2021
City of Maple Valley City Hall (VIRTUAL ONLY)
22017 SE Wax Road, Suite 200

1. CALL TO ORDER

Mayor Sean P. Kelly called the meeting to order at 7:00 p.m. This meeting was held virtually only via Zoom.

Mayor Kelly asked for all to observe a moment of silence to honor former Deputy Mayor Glenn Smith.

2. ROLL CALL

Councilors present: Linda Olson, Les Burberry, Erin Weaver, Linda Johnson, Syd Dawson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly.

City Attorney Patricia Taraday was present.

3. PUBLIC COMMENT:

PROCLAMATION: Preparedness Month, Dorothy Stickney, Suicide Prevention Month

Jeff Potter, 26250 216th Place SE , Maple Valley, commended Council for recognizing staff such as Dorothy who he feels has been a tremendous asset to the City and enjoyed working with her.

4. APPROVAL OF THE AGENDA

MOTION to approve the Agenda made by Councilor Olson and seconded by Councilor Johnson. Motion carried, 7 - 0.

5. CONSENT CALENDAR

(a) Approval of Minutes of the Special Meeting(s) on July 26, 2021

(b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 31390-31410, 501391-501395 and no voided checks, and direct deposits, August 4, 2021 for a total amount of $592,476.38

(c) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 31411-31451 and 501399-501402 and no voided checks, and direct deposits, August 18, 2021 for a total amount of $742,268.10

(d) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 31452-31475 and 501403-501407 and no voided checks, and direct deposits, September 8, 2021 for a total amount of $971,752.55

(e) Resolution No. R-21-1582 authorizing the City Manager to execute a drainage Access Easement Agreement with grantor, Lorreta Gommi, for the construction and long term maintenance of the S-12 Ditch Improvement Project

(f) Resolution No. R-21-1580 authorizing the City Manager to execute a Memorandum of Understanding with Seattle Parks Foundation for the support of the Leafline Trails Coalition

(g) Resolution No. R-21-1583 ratifying Change Order No. 2 with New X Inc. and increasing the construction contingency for the construction of S-10 Stormwater Pond Water Quality Retrofits in Cedar Downs Division 3

(h) Resolution No. R-21-1586 authorizing the City Manager to execute a Grant Agreement with the Washington State Department of Commerce for utility design and connection fees related to the Legacy Site Farmers Market relocation project

(i) Resolution No. R-21-1587 approving the powder coating color selection for the artwork for the Maple Valley Iconic Art Project (SR-169 retaining wall)

(j) Resolution No. R-21-1588 accepting a recommendation from the Finance Committee for funding to the Lake Wilderness Arboretum for operating maintenance and authorizing the City Manager to execute an Agreement

(k) Resolution No. R-21-1589 constituting Final Acceptance of the Public Works construction Contract T-28b Phase 2 Witte Road SE Utility Corridor Improvements Project and authorizing staff to close out the contract with Pivetta Brothers Construction, Inc

(l) Resolution No. R-21-1590 authorizing the City Manager to execute a work order with PSE pole services for the order, installation, and monthly facility and energy charges of street lights for the T-28b Witte Road SE Phase 3 North Improvements Project

(m) Resolution No. R-21-1585 authorizing the City Manager to execute Change Order No. 1 for the contractor to provide necessary fencing to screen the City Hall generator

(n) Ordinance No. O-21-731 adopting the Tahoma School District 2021 to 2026 Capital Facilities Plan, establishing School Impact Fee amounts to be collected by the City of Maple Valley on behalf of the District

(o) Resolution No. R-21-1591 ratifying an Agreement with the City of Renton for Lodging Tax funding for the 2021 Ironman Triathlon in Maple Valley

MOTION to approve the Consent Calendar was made by Councilor Dawson and seconded by Councilor Johnson. Motion carried, 7 – 0.

6. PUBLIC HEARING: None.

7. BOARDS, COMMISSION, COMMITTEE REPORTS:

(a) Planning Commission Handoff – Interim Zoning

Chair Dave Pilgrim passed along the formal recommendation to Council. There will be a special study session October 4, 2021 to discuss the recommendations in depth.

8. REPORT OF THE CITY MANAGER:

(a) City update

City Manager Laura Philpot gave an update on:

- FACT Sheet addition, signature options for Finance Committee
- Executive Assistant interviews were today and working to fill the position
- FACT sheet review

(b) Ironman Update

(c) City of Maple Valley Awarded Distinguished Budget Award by GFOA

(d) Recology Contract

Public Works and Community Development Tawni Dalziel gave an update on the Contract with Recology, recent activity, and service issues. There was Council consensus to direct the City Manager's office to work with Recology to get a citizens survey out to customers with Recology to manage the results and provide the information back to staff before January 2022. This item will be added to the FACT sheet as well.

(e) KCD Funds

Public Works and Community Development Director Tawni Dalziel gave an overview on the King County Conservation District funding which is contributed to by taxes collected. Staff has discussed option to use funds to include a Forest Management Plan for Legacy Site and Lake Wilderness Park or monitoring for fish passage culverts along Witte Road. Staff will be discuss these option and bring them back to Council as formal requests.

Council requested a Special Meeting to discuss the details of this organization and the funding possibilities.

9. COUNCIL REPORTS:

(a) Finance Committee Update

Councilor Weaver provided an update on Arboretum costs and Community Grants, with specific ARPA funds information to come to Council at a future date.

(b) PSOC Update

Councilor Burberry discussed the updates including the changes to law enforcement reforms, Maple Valley and statewide crime trends,

10. CONTINUED BUSINESS:

(a) Ordinance No. O-21-730 amending the 2021 budget to provide additional appropriations as previously approved by Council

Finance Director Erhiza Rivera provided the overview of the item based upon Council packet materials.

MOTION to adopt Ordinance No. O-21-730 made by Councilor Olson and seconded by Councilor Weaver. Motion carried, 7-0.

(b) Resolution No. R-21-1592 authorizing the City Manager to administer the American Rescue Plan Act (ARPA) Grant Program related to small business and non-profit organization and economic support and approving certain grant funding criteria

Finance Director Erhiza Rivera provided the overview of the item based upon Council packet materials.

MOTION to approve Resolution No. R-21-1592 made by Councilor Dawson and seconded by Councilor Olson. Motion carried, 7-0.

11. ORDINANCES, RESOLUTIONS, AND MOTIONS: None.

12. NEW BUSINESS: None.

13. FOR THE GOOD OF THE ORDER:

Deputy Mayor advised he spoke to folks at the lake about the Ironman course they gave tremendous kudos. Maple Valley will host Deputy Mayor's meeting in January 2022.

Mayor Kelly advised that there will be Council meetings every Monday in October; October 4, October 11, October 18, and October 25. He advised he was hosting the South End Mayors meeting tomorrow September 14, 2021 and asked Council for approval of funding it from Council budget. There was Council consensus to approve the funding. He also announced he attended the Maple Valley Black Diamond Chamber Gala last week, as well as, the Tahoma High School September 11th playoff game.

14. PUBLIC COMMENT: None.

15. ANNOUNCEMENT OF NEXT MEETING
SPECIAL MEETING
SEPTEMBER 27, 2021 AT 7:00 P.M.
ZOOM MEETING INFORMATION TO FOLLOW

16. EXECUTIVE SESSION:

17. ADJOURNMENT:

The meeting was adjourned at 8:53 p.m.

_____
Shaunna Lee
City Clerk

P. O. Box 320 * 22017 SE Wax Road * Maple Valley, WA 98038

Phone: 425-413-8800 * Fax: 425-413-4282

September 27, 2021

To: Mayor Kelly and City Councilors

From: Finance Department

Subject: Recommendation of Approval of Expenditures

Background

On September 22nd, 2021 the Council Finance Committee reviewed the following expenditures:

	TYPE	CHECK #	Accounts Payable	
Vouchers	9/28/2021			
	A/P Checks	31476-31504		$ 3,403,241.48
	Bank Drafts (Wires)	904035-904074		$ 31,828.33
	EFT's	951885-951911		$ 832,419.01
			Total Vouchers	**$ 4,267,488.82**

			EE Reimb	Employee Share	City Share	
Payroll	9/24/2021					
	Direct Deposit	711830-711908 (EFT0000027)	264.00	146,947.76		$ 146,947.76
	Payroll Checks	501410		1,165.02		$ 1,165.02
	Benefit EFT's	951884		482.38		$ 482.38
	Benefit Wire	904025-904034		51,752.59	31,645.47	$ 83,398.06
			$ 264.00	$ 200,347.75	$ 31,645.47	$ 231,993.22
					Total Payroll	**$ 231,993.22**

On this 22nd day of September 2021, I, the undersigned City Councilor, on behalf of the Finance Committee recommend the approval of the expenditures summarized above in the amount of: **$ 4,499,482.04**

Options

1. Recommend approval of expenditures.
2. Pull items for further review.

Recommendation

Staff recommends Option No. 1.

Attachment

Vouchers Listings.

Erin Weaver

Linda Olson

Syd Dawson



City of Maple Valley

Check Register

Packet: APPKT01875 - 2021 September 2nd Cycle

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
00035	All Around Fence Co.	09/28/2021	Regular	0.00	3,934.94	31476
02230	Altaterra Consulting LLC	09/28/2021	Regular	0.00	2,400.72	31477
00066	Aquatechnex, LLC	09/28/2021	Regular	0.00	7,505.74	31478
00110	Black Diamond Auto Parts	09/28/2021	Regular	0.00	113.45	31479
00129	BSN Sports, Inc	09/28/2021	Regular	0.00	217.40	31480
02206	Contract Land Staff, LLC	09/28/2021	Regular	0.00	2,084.52	31481
00208	Covington Water District	09/28/2021	Regular	0.00	94.50	31482
02240	DB Printing LLC	09/28/2021	Regular	0.00	2,049.45	31483
00251	Department of Transportation-NW Re	09/28/2021	Regular	0.00	2,141.60	31484
02085	HWA GeoSciences Inc.	09/28/2021	Regular	0.00	6,527.62	31485
02036	Johnston Architects LLC	09/28/2021	Regular	0.00	17,617.25	31486
00511	King County Sheriff's Office	09/28/2021	Regular	0.00	3,167,258.36	31487
00542	Les Schwab Tire Centers of Washingto	09/28/2021	Regular	0.00	27.18	31488
00561	Maple Valley Days Committee	09/28/2021	Regular	0.00	2,848.59	31489
01519	Protect My Ministry, LLC	09/28/2021	Regular	0.00	376.00	31490
01983	Renton Sailing Club, Incorporated	09/28/2021	Regular	0.00	540.00	31491
02200	Sapna Sopori	09/28/2021	Regular	0.00	10,500.00	31492
00801	Sound Publishing, Inc.	09/28/2021	Regular	0.00	62.10	31493
02239	Tiger Corporation	09/28/2021	Regular	0.00	165,272.39	31494
00885	TRM Wood Products Co, Inc.	09/28/2021	Regular	0.00	117.83	31495
01462	United States Department of Agricultu	09/28/2021	Regular	0.00	993.99	31496
00907	Valley Communications Center	09/28/2021	Regular	0.00	300.00	31497
01414	Walter E Nelson Co of Western WA	09/28/2021	Regular	0.00	458.95	31498
02210	West Coast Code Consultants, Inc	09/28/2021	Regular	0.00	1,816.24	31499
00973	White Knight Safe & Lock, Inc.	09/28/2021	Regular	0.00	211.94	31500
00976	Wilbur-Ellis Co, Inc.	09/28/2021	Regular	0.00	235.83	31501
00980	Wiley's Pressure Washing	09/28/2021	Regular	0.00	2,250.90	31502
00988	Work Sports & Outdoors, Inc.	09/28/2021	Regular	0.00	234.99	31503
01953	Yamaha Motor Finance Corporation, U	09/28/2021	Regular	0.00	5,049.00	31504
00208	Covington Water District	09/28/2021	Bank Draft	0.00	56.70	904035
00208	Covington Water District	09/28/2021	Bank Draft	0.00	158.35	904036
00208	Covington Water District	09/28/2021	Bank Draft	0.00	4,378.50	904037
00208	Covington Water District	09/28/2021	Bank Draft	0.00	56.70	904038
00208	Covington Water District	09/28/2021	Bank Draft	0.00	56.70	904039
00208	Covington Water District	09/28/2021	Bank Draft	0.00	662.70	904040
00208	Covington Water District	09/28/2021	Bank Draft	0.00	38.70	904041
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	1,789.25	904042
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	50.22	904043
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	78.76	904044
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	38.55	904045
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	118.17	904046
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	70.76	904047
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	197.15	904048
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	87.95	904049
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	15.72	904050
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	7,228.42	904051
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	53.15	904052
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	121.50	904053
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	11.08	904054
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	133.79	904055
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	69.29	904056
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	12.02	904057
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	73.81	904058
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	180.33	904059

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	11.20	904060
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	151.53	904061
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	231.21	904062
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	322.92	904063
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	3,910.08	904064
00715	Puget Sound Energy, Inc.	09/28/2021	Bank Draft	0.00	1,137.54	904065
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	798.26	904066
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	879.05	904067
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	133.01	904068
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	443.46	904069
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	133.01	904070
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	159.62	904071
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	665.21	904072
00797	Soos Creek Water & Sewer District	09/28/2021	Bank Draft	0.00	1,153.06	904073
00819	State of Washington Department of R	09/28/2021	Bank Draft	0.00	5,960.90	904074
00048	Alpine Products, Inc.	09/28/2021	EFT	0.00	7,233.90	951885
02072	Ceccanti, Inc	09/28/2021	EFT	0.00	441,226.75	951886
01371	Cintas Corporation No. 2	09/28/2021	EFT	0.00	230.44	951887
00171	City of Covington	09/28/2021	EFT	0.00	8,450.65	951888
00198	Complete Office, LLC	09/28/2021	EFT	0.00	153.64	951889
02155	David W. Casey	09/28/2021	EFT	0.00	13,106.25	951890
00962	Edward E. Cole	09/28/2021	EFT	0.00	198.18	951891
00277	Elwalu, LLC	09/28/2021	EFT	0.00	61.89	951892
00350	Greater Maple Valley Community Cen	09/28/2021	EFT	0.00	21,250.00	951893
00363	Harlow's Bus Services, Inc.	09/28/2021	EFT	0.00	8,025.00	951894
00420	James Oil Company, Inc.	09/28/2021	EFT	0.00	5,072.87	951895
00480	KBA, Inc.	09/28/2021	EFT	0.00	96,433.00	951896
02057	Kintanar Law	09/28/2021	EFT	0.00	3,750.00	951897
00530	Lake Wilderness Golf Course	09/28/2021	EFT	0.00	26,163.49	951898
01820	Maple Valley Golf, LLC	09/28/2021	EFT	0.00	9,879.58	951899
00570	Maple Valley Plaza, LLC	09/28/2021	EFT	0.00	29,149.89	951900
00572	Maple Valley Signs	09/28/2021	EFT	0.00	388.06	951901
00640	Office Depot, Inc.	09/28/2021	EFT	0.00	183.07	951902
00667	Palmer Coking Coal Co.	09/28/2021	EFT	0.00	490.37	951903
00671	Parametrix, Inc.	09/28/2021	EFT	0.00	26,279.76	951904
01515	PBS Engineering & Environmental Inc.	09/28/2021	EFT	0.00	65,642.00	951905
01861	Protime Sports Inc	09/28/2021	EFT	0.00	7,508.67	951906
01818	Puget Sound Regional Fire Authority	09/28/2021	EFT	0.00	20,497.50	951907
00816	State Auditor's Office	09/28/2021	EFT	0.00	24,995.10	951908
02208	Triangle Associates, Inc	09/28/2021	EFT	0.00	3,786.29	951909
00887	Tru Mechanical, Inc.	09/28/2021	EFT	0.00	782.64	951910
00997	Zones	09/28/2021	EFT	0.00	11,480.02	951911

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	40	29	0.00	3,403,241.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	40	0.00	31,828.33
EFT's	51	27	0.00	832,419.01
	131	**96**	**0.00**	**4,267,488.82**

Fund Summary

Fund	Name	Period	Amount
900	POOLED CASH	9/2021	4,267,488.82
			4,267,488.82

September 27, 2021

To: Mayor Sean Kelly and Councilors

From: Michael Dunning, IT Analyst
Erhiza Rivera, Finance Director

Subject: **Request for Council Authorization to Fulfill Product Order with Vendor Darktrace**

Discussion and Background

For the past calendar year the city has worked with the vendor Darktrace to test and implement their Network Access Control Solution. *Network Access Control*, improves security with 24/7 monitoring and by limiting network access for non-approved devices or devices that may become compromised.

Staff has evaluated Darktrace on an interim basis since Sept 2020 and recommends entering into a longer agreement with Darktrace. The proposed term being our Network Access Control Solution for the time period of Oct 2021 through December 2025. Darktrace coordinated with City IT staff to perform configuration and calibration of the product. The Cities of Vancouver and Auburn have also found value in and adopted the vendor's solution. The proposed agreement provides the City of Maple Valley with services, support and software licensing for four years. Staff is expected to have increased efficiency in security analysis from having this product narrowing the scope of data/logs that requires review.

Fiscal Impact

The four year Darktrace agreement is $45,654per year, with $10,860 being pro-rated for the remainder of 2021 to bring the city to renewal every January. The total agreement cost will be $193,308 over the period of 51 months. This was done by the vendor at staff request to bring it aligned with annual budget cycles. This expenditure is budgeted in 2021/2022 and will be added to subsequent budget allocations. The City is receiving a significant discount from committing to a multi-year purchase, estimated to be approximately $54,688 in total savings. *(See Attachment B, Page 3)* The vendor's Product Order Form does not represent the tax collection included in this memo and resolution.

Options

1. Approve Resolution.

2. Do not approve Resolution.
3. Take some other action.

Recommendation

Staff recommends the City Council authorize the Resolution to allow the City Manager to enter into a four year agreement with Darktrace to implement Network Access Control in an amount not to exceed $45,654 annually and total cost over four years *(51 Months)* of $193,486.

Attachment

A. Product Order Form
B. Darktrace Renewals Business Proposal
C. Proposed Resolution No. R-21-1595

PRODUCT ORDER FORM

DARKTRACE

Customer Name:	City of Maple Valley	**Product Order Form:**	60751-202109-15-704082-DK
Shipping Address:	City of Maple Valley, P.O. Box 320, Maple Valley, WA 98038	**Date Prepared:**	2021/09/15
		Expiry Date:	2021/09/30
Invoice Address:	City of Maple Valley, P.O. Box 320, Maple Valley, WA 98038		
Attn:	David Hartline		
Email:	David.Hartline@maplevalleywa.gov		

Darktrace Offering:

Line Item	Product/Services Description	Product Code	QTY	Term (months)	Annual Customer Price USD	Extended Customer Price USD
1	Enterprise Immune System	DCIP-EIS		51	See Note 4 below	178,500
	comprising:					
	Medium Appliance	DCIP-M	1			
	V-Sensor	V-Sensor	1			
	Antigena Network Software	DCIP-ANTI	1			
	Term license commencing on 2021/10/01 (“Commencement Date”)					
	Installation Services					
	Standard Support Services					
Total						**178,500**

Terms and Conditions:

1	By signing this Product Order Form ("Product Order Form"), issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Customer Agreement included in the Appliance, which can also be found at: https://www.darktrace.com/resources/legal-online-terms.pdf (“Agreement”). This Product Order Form shall renew the licenses granted pursuant to Product Order Form No. 38876-202009-01-617221-AK (the "Prior Order"), as previously agreed between Customer and Darktrace, the terms of which shall continue to apply to the extent that they do not contradict those contained herein, at the time when the Prior Order would otherwise expire by its terms. Whereas the Customer is in possession of one (1) Medium Appliance pursuant to the Prior Order, Darktrace shall not be required to provide an Appliance pursuant to this Product Order Form.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip). The Software is limited to three hundred fifty (350) Devices in use on the Customer network (the “Device Limit”). For the purposes of this calculation a “Device” is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Installation and running of the Darktrace V-Sensor software will require the Customer to produce its own hardware and/or cloud services as set out in the applicable Product Data Sheet.
4	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced in advance as follows: (i) $10,500 on or about 1 October 2021; and (ii) thereafter, $42,000 on or about 1 January 2022 and each anniversary thereof for the remainder of the Term. Payment terms Net 30.
5	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
6	Customer shall have the right to terminate the licenses conveyed by this Product Order Form upon each anniversary of the Commencement Date, in each case solely in the event Customer fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of such licenses. In such circumstance, Customer will provide as much notice as possible and in any case at least ten (10) days' written notice sent to fingroup@darktrace.com prior to such anniversary of the Commencement Date, and in such notice Customer shall certify and warrant in writing that sufficient funds have not been appropriated to, or authorized by, Customer to continue the Offering and Agreement. This Product Order Form will remain in effect for the Term unless Customer exercises the termination right provided herein pursuant to these terms on any applicable anniversary of the Commencement Date, and (b) Darktrace shall be entitled to invoice Customer in accordance with the terms of this Product Order Form for so long as this Product Order Form remains in effect.
7	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace’s written acceptance.
8	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

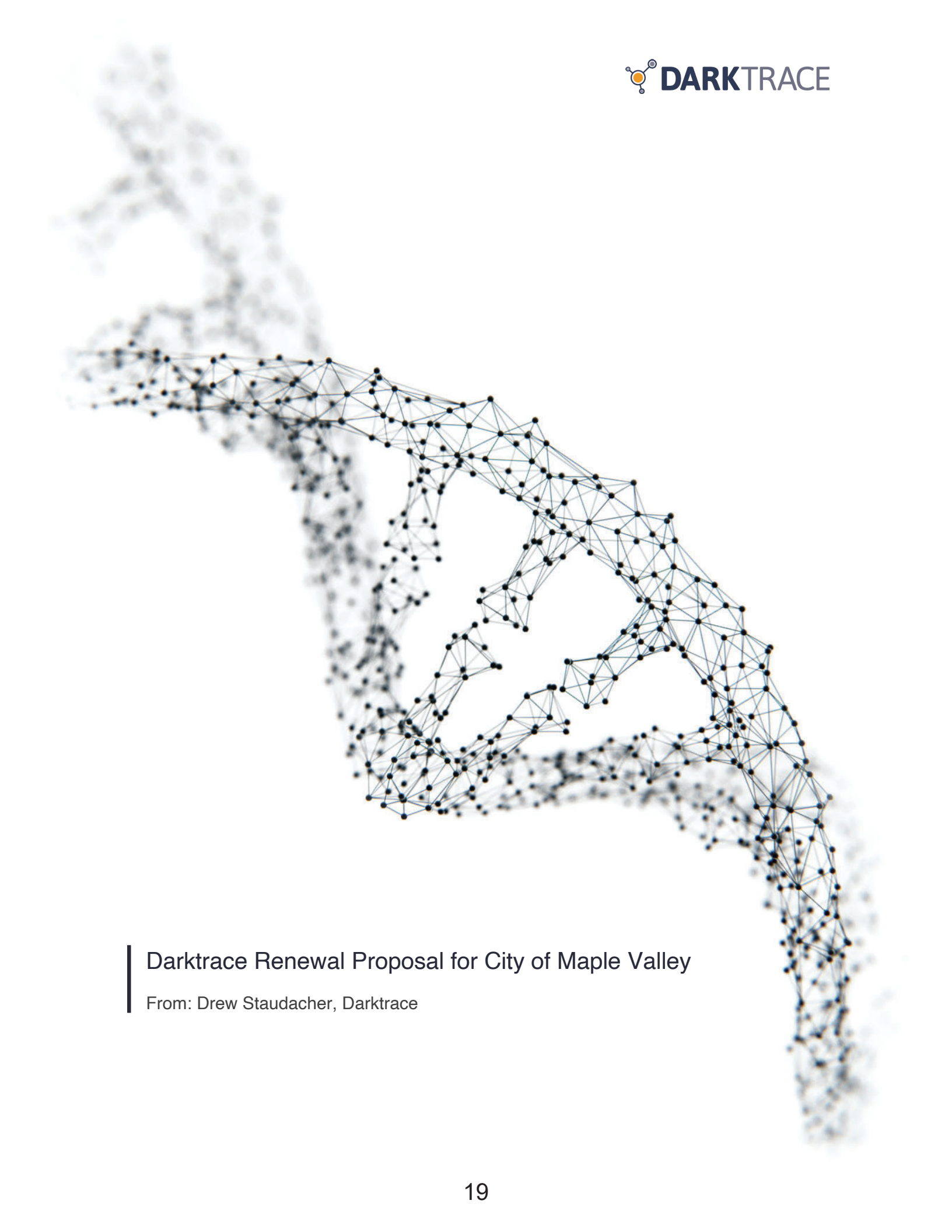
Signature:
Name:
Title:
Signature Date: _____
("Effective Date")

For Darktrace:

Signature:
Name:
Title:
Signature Date:

Darktrace Holdings Limited, Maurice Wilkes Building, St John's Innovation Park, Cowley Road, Cambridge CB4 0DS, UK
Registered No.: GB08562035, VAT No. GB290 0399 03

This page is intentionally left blank.



Darktrace Renewal Proposal for City of Maple Valley

From: Drew Staudacher, Darktrace

Contents

Darktrace Partnership With City of Maple Valley 2
Pricing.....3
Darktrace Company Overview 4
Cyber AI: What's New 5
Maximizing the Value 6
Community Resources 7
Insights from Customers Like You 10

Darktrace Partnership With City of Maple Valley

Our customers are at the heart of everything we do, and we look forward to continuing our work to help your team maintain security whilst pushing forward the frontlines of innovation for your organization.

There is perhaps no industry that evolves as quickly as cyber security. Tomorrow brings a new technological achievement to secure, a new vulnerability to tackle, and the crucial responsibility to secure a dynamic, ever-changing workforce. And as we saw earlier this year, everything can change in an instant.

Darktrace is the only technology truly capable of evolving with your organization when enterprise security changes. Our Cyber AI learns 'on the job' and grows with your business to ensure that even the most unforeseeable threats are identified and neutralized. Perhaps most crucially, by augmenting and uplifting your security teams, we allow you to focus your time and energy where it matters most – providing you with a tangible return on investment.

Throughout this renewal proposal, we'll provide you with a high level overview of this return on investment to date. In addition, we'll give you a behind the scenes look at some of the upcoming innovations Darktrace is developing at our R&D Center in Cambridge, UK; with particular emphasis on how these projects map to your ongoing security objectives. As the face of enterprise security continues to change, we have several upcoming features and functionality designed to meet the needs of our customers.

Most importantly, we'll present you with proposed renewal terms. The proposed pricing is broken down for you on the following page.

As a Darktrace customer, you are an integral member of a community made up of more than 5,000 organizations worldwide. Working in tandem with the Darktrace Customer Community, we have turned the cyber defense industry on its head; ensuring that threats across the entire digital estate are stopped before they can do any damage.

We look forward to continuing our partnership with City of Maple Valley and are excited to continue the conversation around how our Cyber AI can add value to your business and its security goals. I am happy to discuss this proposal and the associated commercials in more detail at your convenience.

If you have any questions about this renewal proposal, please do not hesitate to contact me.

Email drew.staudacher@darktrace.com
Mobile 206 586 4809
Office 1201 2nd Ave, Seattle WA

Pricing

Working with Darktrace is more than a subscription – it's a partnership. In addition to your Cyber AI deployment, you will receive:

- A dedicated account team, including a Customer Success Manager
- Full deployment and integration support
- Regular training
- Customer Support Helpline, open 24/7
- Access to the Darktrace Customer Portal, providing exclusive best practice trainings, enablement guides, analyst research, and more
- Invitations to regional Tech Meetups and other customer-only events

Deployment & Coverage

The pricing below is for a 51 month software license covering 350 devices, inclusive of all deployment and service costs, 15% discount on the renewal cost for signing a multi-year partnership

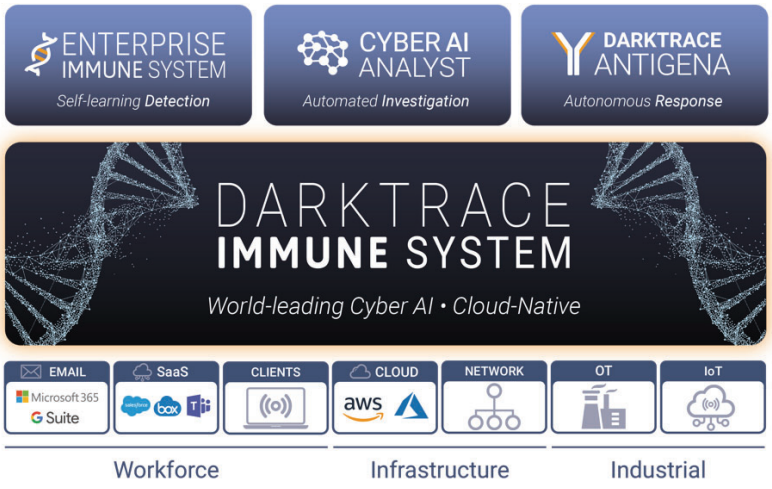
Standard payment terms are annually in advance.

Products	Enterprise Immune System and Antigena Network
Term	51 Months

Breakdown	**12 Month**	**Discounted price – Multiyear 51 Month Term**
Enterprise Immune System	Included	Included
Antigena Network	Included	Included
Annual Solution Cost	$48,000 at Year (1) then 10% renewal increases per year	$42,000 per year
Total amount paid over 51 Months	$233,188 **$54,688 in total savings**	$178,500

Darktrace Company Overview

Founded in 2013 by mathematicians from Cambridge and government cyber intelligence experts in the US and the UK, Darktrace has experienced meteoric growth and is today recognized as the world's leading AI company for cyber security. Over the past seven years, we have seen unprecedented growth – with more than 1,500 employees across 40 global offices. More than 4,700 customers rely on Darktrace's Immune System Platform to protect and defend some of the most sensitive IP and data for organizations of all sizes by leveraging the following core products:



Threat Detection

Darktrace burst onto the scene with a fundamentally different approach to threat detection – the immune system approach. Capable of understanding the normal 'pattern of life' for your organization, Darktrace uses AI to identify even the most subtle signs of unusual activity within your organization; empowering it to detect threats at their earliest stages, without using any prior assumptions.

Automated Investigation

One of our more recent innovations has been the launch of Cyber AI Analyst, the result of nearly three years of research from our R&D labs. This technology leverages supervised machine learning to mimic human thought processes, automating the tasks of threat investigation and incident reporting – reducing time to triage dramatically by 92%, relieving your team of the burden of investigating thousands of incidents.

Autonomous Response

In 2016, Darktrace created a new market category called Autonomous Response, with the power to transform the security industry in much the same way artificial intelligence is transforming every sector. With Darktrace Antigena, we delivered the first security solution capable of fighting back against threats at machine speed, neutralizing the threats that other tools simply miss. By taking surgical action to minimize the operational impact of an in-progress attack, Darktrace Antigena buys back critical time for human security teams – saving countless resources.

Cyber AI: What's New

The inventor of self-learning AI systems for cyber defense, Darktrace has been at the cutting edge of cyber AI for over seven years. With 30+ PhDs working on our R&D team, we are constantly expanding our technology to meet our customers' evolving business needs.

Since you joined as a customer, we have added several new technologies to add value to our customer's security strategy and initiatives. Our recently launched Immune System Version 5 extends self-learning technology to cover more of the enterprise, including SaaS tools and endpoint devices, and can be delivered seamlessly from the cloud. Further, we've introduced several 'one-click integrations' to many security tools, ensuring you can derive the most value from your investment in Cyber AI. We were also recently named by Marsh as a 'Cyber Catalyst', a distinguished designation given to solutions deemed most effective at reducing cyber risk – something even more important in the light of high-profile threats to businesses and suppliers.

Immune System Version 5

Adapting to changing working conditions has presented unique, new challenges for security teams, redefining enterprise security in its wake. An increasingly dynamic workforce risks exposing data, creates new vulnerabilities, and is more susceptible to human error. Version 5 of the Immune System Platform is designed to assist our customers as they increase their investment in securing innovative technologies, prioritize operational speed, or get more value from existing technologies.

Version 5 of the Darktrace Immune System, now available to the Darktrace Customer Community, covers a wide scope of enhancements, including:

- New Antigena Autonomous Response across SaaS modules
- A completely new model editor and new advanced search interface
- Enhanced Cyber AI Analyst capabilities – including upgraded language support, a method for Cyber AI Analyst to operate across custom data, and a new AI Analyst API
- Support for cloud-only and physical appliance deployments with full cloud autoscaling capabilities
- The first version to be made available via the AWS marketplace and AWS Quick Starts
- Continued Integration with external tools and third-party technologies



New SaaS Console on Immune System Version 5

Client Sensors

Now available for limited release, Darktrace Client Sensors extend self-learning protection to your organization's branch offices and remote workers off the VPN. This allows the AI to analyze real-time traffic of remote workers in the same way that it analyzes full traffic in the corporate network – ensuring that your workforce and data are always protected, no matter where or how your business operates.

When leveraged with the rest of your Darktrace deployment, Client Sensors enable the platform to understand the full scope of an employee's 'normal pattern of life' across diverse digital systems – fusing together behaviors made manifest both on and off the VPN, and if applicable, in SaaS applications from Salesforce to Microsoft 365.

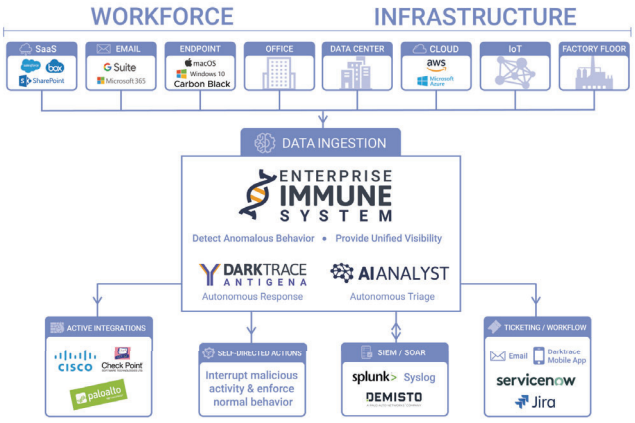
Maximizing the Value

Darktrace is committed to ensuring that you receive the maximum value from our world-class cyber AI technology. There are several technologies, features, and resources that are provided to our customers to ensure they see the full potential of our Cyber AI deployment; including several items that are delivered free of charge, like Cyber AI Analyst and One-Click Integrations.

Integrations

Darktrace's Immune System Platform was designed with an open and extensible architechture that seamlessly integrates with your existing investments. Darktrace can integrate with SOAR and SIEM tools, firewalls, endpoint security tools, data lakes, as well as archiving and forensics tools. Further, it can also integrate with an existing SOC and use data surfaced by tools already deployed in an environment for enriched data correlation. This allows for advanced threat detection and autonomous response capabilities.

All of our integrations are available to you completely free of charge, and can be implemented today on the Darktrace Customer Portal to increase telemetry and help you see value out of your investment in Darktrace. Please visit the Customer Portal to see a full list of all available active integrations, or feel free to ask your account team.



Services

Darktrace also offers additional service options. In order to best support you, these options can be customized to augment and extend your security and IT teams. Services are delivered by Darktrace's Cyber Analysts, our in-house experts in threat analysis and cyber intelligence, or Darktrace Certified Partners. Most importantly, these offerings are crafted based on our experience across all sizes of companies and sectors, to give you a custom fit.

Ask the Expert
Available within the Threat Visualizer, 'Ask the Expert' is a feature that enables you and your security team to send queries to a Darktrace Cyber Analyst for expert assistance during threat investigations. You will receive rapid feedback and expert remediation advice for new or advanced cyber-threats in your environment.

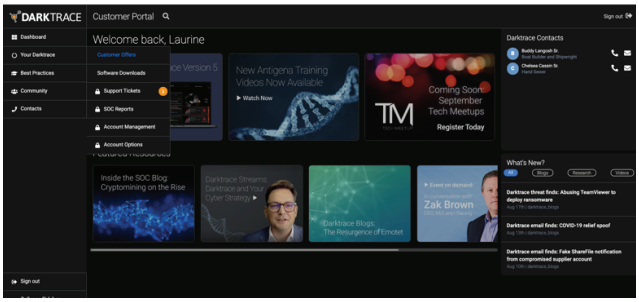
24/7 Proactive Threat Notification
Darktrace Security Operations Centers (SOCs), located in Cambridge, San Francisco and Singapore, provide you with around-the-clock monitoring of your enterprise. Powered by your Darktrace deployment and manned by our world-class Darktrace Cyber Analysts, this value-added service notifies you of high-fidelity threats and provides triage assistance. We've now introduced Monthly SOC Service Reports that provides your team with a comprehensive summary of all threats identified within the previous month, as well as global threat trends identified by our SOC.

Community Resources

As a member of the Darktrace Customer Community, we provide a wealth of resources and opportunities for engagement at no additional charge. These value-adding assets allow for you to make the most out of your ongoing investment in our Cyber AI technology, ensuring you are fully equipped with best practice use cases and empowering our Customer Community to learn from each other.

The Darktrace Customer Portal

The new Darktrace Customer Portal offers a personalized digital customer experience for every member of your team. Serving as your one-stop shop for all things Cyber AI, the bulk of the Portal is now available via a single authentication, making it more accessible than ever for members of your team. Only the most sensitive assets, like logging support tickets and viewing Monthly SOC Service Reports are protected with 2FA. Now available to access on mobile devices, the Portal also includes new resources like Darktrace Streams – where your team can explore best practice use cases straight from Darktrace experts.



Community Events

As you've moved your business out of the office and your employees shift to working from home, Darktrace pivots to meet you there. We've rapidly expanded the Darktrace Customer Experience to include fully virtualized Tech Meetups for customers across the globe to discuss transformative challenges and solutions. These events allow for your team to hear directly from Darktrace Subject Matter Experts, as well as an opportunity to listen in on exclusive interviews with top figures across technology and security fields, and presentations on threat finds directly from Darktrace analysts. These events also allow our customers to provide feedback and hear directly from other members of the Customer Community on how they are leveraging the Immune System platform.

Darktrace Innovation Series

Our latest Darktrace Community intiative has been the introduction of the Darktrace Innovation Series. This new initiative opens up our R&D roadmap to our customers, empowering them to participate in our journey of innovation. As part of this program, customers will receive exclusive access to a Quarterly Solutions Overview where they will hear directly from our CTO about the latest updates and innovations from our product roadmap. Customers will also receive an invitation to the Darktrace Innovation Series Summit; a live-streaming event for the Darktrace Community where customers will hear from Darktrace technicans and can vote on the product they want to see developed next.



Finally, customers will have the opportunity to trial one new innovation per quarter, completely free of charge for 30 days. More information on the Innovation Series can be found on the Darktrace Customer Portal here.

Darktrace Innovation: A Timeline

2020



Launch of Darktrace Immune System Version 5

- Enhancements to Antigena & Cyber AI Analyst
- Client Sensors
- New SaaS Modules for Okta & Zoom
- One-click integrations
- Cloud-delivered deployments

2019

Launch of Darktrace Immune System Version 4

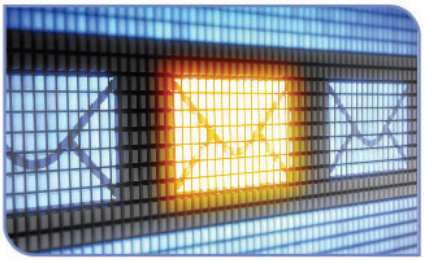
- New Azure vTAP Support and AWS VPC Traffic Mirroring
- Expanded coverage for SharePoint & OneDrive
- Modeling containerized systems (Docker, Kubernetes)

Launch of Cyber AI Analyst



2018

Launch of Antigena Email



2017

Launch of Darktrace Immune System Version 3

- New Dynamic Threat Dashboard
- Automated CISO Reporting
- Ask the Expert: Darktrace analyst support feature
- Launch of Darktrace Mobile App



2016

Darktrace AI for Cloud, IaaS, and Virtualized Environments

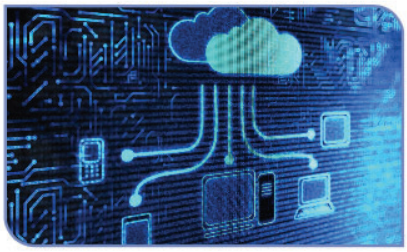
- Includes coverage of AWS, Azure, GCP, Rackspace, and more



2015

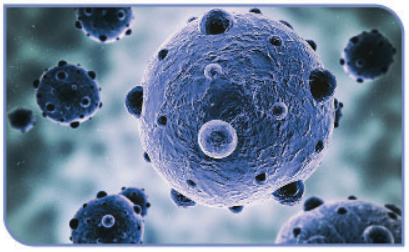
Darktrace AI for SaaS Applications

- Includes coverage of Salesforce, Microsoft 365, Dropbox, Box, G Suite



Launch of Darktrace Antigena

- World's first Autonomous Response solution contains threats at machine speed and with surgical precision



2014

Launch of Industrial Immune System

- Major UK energy company Drax deploys the Enterprise Immune System and Industrial Immune System to secure its corporate systems and industrial control systems



2013

Launch of Enterprise Immune System

- World's first application of AI for cyber defense



Insights from Customers Like You

> Darktrace's Cyber AI Platform provides unprecedented awareness across both our entire digital enterprise, including our IT and OT environments, as well as email and cloud. Darktrace is uniquely capable of fighting the battle before it has truly begun.
>
> **- CIO, City of Las Vegas**

> The Cyber AI Platform is the only tool capable of operating at that scale to cut through the noise. Without artificial intelligence, our SOC analysts would not be able to maintain our most sensitive assets.
>
> **- VP and CISO, Prudential plc**

> The moment we saw what Darktrace can do, and how quickly it does it, everybody was sold. The comfort that you get from having 24/7 active defense is like nothing else. Darktrace can really save your skin when you're being attacked from all sides.
>
> **- Head of IT Operations, PPS Insurance**

> With the complexity of today's security landscape, Darktrace brings nearly immediate value. Within a week of set-up, Darktrace was providing intelligence about our network that was previously unknown.
>
> **- Security Engineer, TruWest Credit Union**

> You can't compare Darktrace with a competitor — there is no one else doing the same thing.
>
> **- CISO, Micron**

> Darktrace Antigena is the only security tool we trust to take machine-speed action on our behalf.
>
> **- CISO, Brooks Brothers**

> Darktrace's autonomous cyber response is necessary not only because human alone cannot keep up with today's threat climate, but also because self-driving AI attacks are approaching. With Antigena, we can rest assured that we are prepared for that reality.
>
> **- CIO, Elias Neocleous**

> Darktrace's self-learning AI constantly monitors our digital infastrcutre and takes intelligent, preventative action to stop any cyber-threats from escalating into a crisis.
>
> **- CISO, Korea Midland Power**

About Darktrace

Darktrace is the world's leading cyber AI company and the creator of Autonomous Response technology. Its self-learning AI is modeled on the human immune system and used by over 3,000 organizations to protect against threats to the cloud, email, IoT, networks and industrial systems.

The company has over 1000 employees and headquarters in San Francisco and Cambridge, UK. Every 3 seconds, Darktrace AI fights back against a cyber-threat, preventing it from causing damage.

Contact Us

North America: +1 (415) 229 9100
Europe: +44 (0) 1223 394 100
Asia-Pacific: +65 6804 5010
Latin America: +55 11 97242 2011
info@darktrace.com I darktrace.com
@darktrace

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-21-1595

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER CUSTOMER AGREEMENT AND PRODUCT ORDER FORM WITH DARKTRACE, LLC FOR SECURITY HARDWARE AND SERVICES.

WHEREAS, the City of Maple Valley seeks to maintain and improve cybersecurity on its networks; and

WHEREAS, implementing network access control will improve cybersecurity within City IT systems; and

WHEREAS, staff recommends the DarkTrace Enterprise Immune System product to fulfill the role;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute a Master Customer Agreement and Product Order Form with DarkTrace, LLC for security hardware and services in an amount not to exceed $193,486for a 51 month time period. A copy of the Agreement will be filed with the City Clerk.

APPROVED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 27TH DAY OF SEPTEMBER 2021.

CITY OF MAPLE VALLEY

_____
Sean P. Kelly, Mayor

ATTEST:

_____
Shaunna Lee, City Clerk

APPROVED AS TO FORM:

_____
Patricia Taraday, City Attorney

This page is intentionally left blank.

September 27, 2021

To: Mayor Kelly and Councilors

From: Matt Torpey, Community Development Manager

Subject: Amendment No. 3 to Casey Engineering Agreement C-20-1786

Staff proposes a contract Amendment to the Casey Engineering Agreement C-20-1786 to increase the Agreement compensation.

Background

The current contract with Casey Engineering is a not to exceed $105,000.00. The work that Casey Engineering is contracted to perform is for development review professional services and other engineering professional related activities to support City staff and projects. The majority of the charges are passed on to the developers which reimburses the City as part of the development cost. The approved maximum amount of $105,000.00 is getting close to being reached due to a continued demand for development related engineering review services.

Discussion

The City utilizes services provided by Casey Engineering that we do not have the expertise to provide ourselves. The original contract was for $35,000.00 and was increased to $70,000 at the January 11, 2021 Council meeting and amended a second time on April 12, 2021 for an additional $35,000. The contract amount needs to be increased to perform the work necessary on current and future projects. In order to continue utilizing Casey Engineering's services, it is necessary to increase Casey Engineering's contract amount which is currently capped at $105,000. It is requested that the amount be increased an additional $35,000 to $140,000.

Fiscal Impact

This is a "pass through" contract where professional services costs are paid for by developers that require the services for their project(s) and budgeted City programs and projects.

Options

1. Approve the proposed resolution authorizing the City Manager to execute Amendment No. 3 to Agreement C-20-1786 with Casey Engineering
2. Do not approve the amendment.
3. Take some other action.

Recommendation

Approve the resolution to authorize the City Manager to execute Amendment No. 3 to contract number C-20-1786 with Casey Engineering for a new total not to exceed $140,000 and amend the contract duration date to December 31, 2022.

Attachments

1. Resolution No. R-21-1593
2. Casey Engineering Amendment No. 3

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-21-1593

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASEY ENGINEERING FOR DEVELOPMENT REVIEW CONSULTING SERVICES.

WHEREAS, in August 2020, the City entered into a contract with Casey Engineering; and

WHEREAS, the services of Casey Engineering will expected to be ongoing through 2022; and

WHEREAS, the amount of compensation in the current contract is inadequate and must be increased to continue permit development review;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1: Authorization. The City Manager is hereby authorized to execute Amendment No. 3 to Professional Services Agreement, Contract C-20-1786, with Casey Engineering for the provision of Development Engineering Review services, amending the compensation from not to exceed $105,000 to not to exceed $140,000 and amending the contract duration to Decmber 31, 2022. A copy of the contract amendment No. 3 shall be filed with the City Clerk and identified with Clerk's Receiving Number _____.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 27TH DAY OF SEPTEMBER, 2021.

CITY OF MAPLE VALLEY

_____
Sean P. Kelly, Mayor

ATTEST/AUTHENTICATED:

_____
Shaunna Lee, City Clerk

Approved as to form:

_____
Patricia Taraday, City Attorney

This page is intentionally left blank.

P.O. Box 320● 22017 SE Wax Road, Suite 200 ●Maple Valley, WA 98038

Phone: (425) 413-8800 ● Fax: (425) 413-4282

September 27, 2021

David W. Casey, P.E., Owner
Casey Engineering
P.O. Box 1255
Fall City. WA 98024

Subject: **City of Maple Valley Agreement for Professional Services**
Contract No. C-20-1786, Amendment No. 3

Dear Mr. Casey;

Pursuant to our mutual agreement, this letter amends our City of Maple Valley Agreement for Professional Services, Contract No. C-20-1786 to change the contract duration date to December 21, 2022 and amend the contract amount as follows:

2. Compensation

A. The City shall pay the Service Provider:

____X___ A sum not to exceed $140,000

B. The City shall pay the Service Provider for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit "B."

C. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Service Provider shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the "not to exceed" amount of $140,000 unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Service Provider shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

All other provisions of City of Maple Valley Agreement for Professional Services, Contract No. C-20-1786 and amendments thereto shall remain the same and in full effect.

The parties signed below agree to this Amendment as set forth herein.

CITY OF MAPLE VALLEY	CASEY ENGINEERING
_____	_____
Laura K. Philpot City Manager	By: David W. Casey, P.E.
	Title: Owner
Date: _____	Date: _____

Attest:

_____
Shaunna Lee, City Clerk

Approved as to form:

_____
Patricia Taraday, City Attorney

Attachments: Exhibit "B"

Authorizing Resolution: R-21-1593

September 27, 2021

To: Mayor Kelly and Councilors

From: Halley Kimball, P.E., Surface Water/NPDES Program Manager

Subject: Bid Award: S-12 2021 Miscellaneous Drainage Improvements Construction Contract Award to Maroni Construction

Background

On September 13, 2021, City Council approved the acceptance of a drainage easement for the subject project through Resolution R-21-1582 (Gommi Drainage Easement). As part of the easement conditions, the City will enclose an open drainage channel in the backyard at 25814 214th Ave SE. The easement and the S12 construction project will allow stormwater system maintenance where none could previously be completed due to access limitations.

Discussion

The City solicited bids from five contractors from the MRSC small works roster. The lowest responsive and responsible bid received was submitted by Maroni Construction, whose bid was in the amount of $75,965.00.

Fiscal Impact

The construction contract amount, plus a 10% contingency, is $83,561.50.

The approved 2021 budget for S-12 is $53,000. The current SWM Capital Program budget has $50,000 allocated for S-15 Pond Fencing, $32,000 of which is not proposed to be used in 2021. Staff are proposing that the remainder of the S-12 construction contract be covered by these available funds as to not exceed the total SWM Program budget for 2021.

Recommendation

Staff recommends the City Council adopt proposed Resolution No. R-21-1594 authorizing the City Manager to execute a Public Works Contract in the amount of $75,965.00 plus administer a 10% contingency in the amount of $7,596.50 for a total amount "not to exceed" $83,561.50.

Options

1. Approve Resolution No. R-21-1594.
2. Do not approve Resolution No. R-21-1594.
3. Take some other action.

Attachments

1. Resolution No. R-21-1594
2. Maroni Cost Estimate
3. Bid Summary
4. Public Works Contract
5. Project Vicinity Map

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-21-1594

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AWARDING THE S-12 2021 MISCELLANEOUS DRAINAGE IMPROVEMENTS PROJECT BID TO MARONI CONSTRUCTION COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE A PUBLIC WORKS CONTRACT WITH MARONI CONSTRUCTION COMPANY INCLUDING THE ADMINISTRATION OF A CONSTRUCTION CONTINGENCY.

WHEREAS, the City studied the feasibility of replacing an existing ditch at the back of a residential property with a pipe segment and determined that the project is feasible, and desires to construct this project as part of S-12 Miscellaneous Drainage Improvements; and

WHEREAS, the City and the impacted property owner have an interest in improving the Cedar Downs conveyance system to reduce flooding, improve aesthetics and usability of property, and improve long term maintainability; and

WHEREAS, the City, requested bids from five qualified contractors from the MRSC Small Works Roster and identified Maroni Construction Company as the lowest, responsive and responsible bidder in the amount of $75,965.00; and

WHEREAS, the City is requesting that the City Manager be granted the authority to execute a Public Works Contract with Maroni Construction Company to perform the construction services for S-12 2021 Miscellaneous Drainage Improvement project in the total bid amount of $75,965.00, and administer a construction contingency in the amount of $7,596.50 (10%).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Bid Award. The City Council hereby awards the bid to perform S-12 2021 Miscellaneous Drainage Improvements Project to Maroni Construction Company.

Section 2. Authorization. The City Manager is hereby authorized to execute a Public Works Contract with Maroni Construction Company to perform S-12 2021 Miscellaneous Drainage Improvements Project in the amount "not to exceed" $75,965.00, and administer a construction contingency in the amount of $7,596.50 (10%) for a total contract amount "not to exceed" $83,561.50. A copy of Public Works Contract C-21-1926 has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 27TH DAY OF SEPTEMBER 2021.

_____
Sean Kelly, Mayor

ATTEST:

_____
Shaunna Lee, City Clerk

APPROVED AS TO FORM:

_____
Patricia Taraday, City Attorney

Maroni Construction Company
PO Box 852
Enumclaw, WA 98022
phone 206.240.4099
maroniconstinc@aol.com

Name / Address

City of Maple Valley
Attn: Halley Kimball
PO Box 320
Maple Valley, WA 98038

Estimate

Date	Estimate #
9/2/2021	2021-9

Project

Description	Qty	Rate	Total
Base Lump Sum Bid - Provide labor, equipment and materials for Cedar Downs Open Ditch Improvement project referenced in email dated August 24, 2021, with attached plan and special provisions, to pipe existing ditch at 25804 & 25646 214th Ave SE. Alternative Bid Item - Bypass for pump $4,800.00 plus tax (not included in base bid)	1	69,885.00	69,885.00T

Subtotal	$69,885.00
Sales Tax (8.7%)	$6,080.00
Total	$75,965.00

2021 S-12 Miscellaneous Drainage Improvments

Bid Opening - 09/3/2021

Company Name	Grand Total
Maroni Construction	$ 75,965.00
Norvind Company	$ 150,500.00
RW Scott Construction	Declined to bid
Scotty's General Construction	Declined to bid
Iron Creek Construction	Declined to bid

Apparent Low Bidder: Maroni Construction

Bids Opened: Friday, September 3rd

Opened: Halley Kimball, SWM/NPDES Program Manager

Engineer's Estimate: $80,000

CITY OF MAPLE VALLEY
PUBLIC WORKS AGREEMENT FOR S-12 2021 MISCELLANEOUS DRAINAGE IMPROVEMENTS
Contract No. _____
Contractor: MARONI CONSTRUCTION COMPANY

This Agreement is entered into by and between the CITY OF MAPLE VALLEY, WASHINGTON, a municipal corporation hereinafter referred to as "City," and MARONI CONSTRUCTION COMPANY, a WASHINGTON CORPORATION, hereinafter referred to as "Contractor."

WHEREAS, the City desires to have certain public works services performed for its citizens; and

WHEREAS, the City has selected the Contractor to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, to be kept, performed, and fulfilled by the respective parties hereto, and other valuable consideration, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Contractor. The Contractor shall perform the services outlined in Exhibit "A" of this Agreement. In performing these services, the Contractor shall at all times comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

a. The City shall pay Contractor: According to the rates set forth in the Bid Proposal dated September 2, 2021, in an amount not to exceed $75,965.00, excluding approved change orders.

b. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit "B."

c. Each voucher claim submitted by Contractor shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of Intent to Pay Prevailing Wages on file with the City.

d. Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Contractor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount to be paid exceed the "not to exceed" amount of $75,965.00, unless the parties mutually agree to the payment of additional fees and expenses by Change Order as authorized by the City. The Contractor shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

e. Any change or modification to this Agreement for additional services as above referenced shall be by written Change Order and signed by the parties to this Agreement. Any compensation due for the changes or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties by Change Order.

3. Termination.

a. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days' prior written notice.

b. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

c. This Agreement may be canceled immediately if the Contractor's insurance coverage or financial guarantee provided to the City under this Agreement is canceled for any reason or if the Contractor is unable to perform the services called for by this Agreement.

d. The Contractor reserves the right to terminate this Agreement with not less than sixty (60) days' written notice.

e. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution by the last Party to sign this Agreement and ending December 31, 2022 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Prevailing Wages; Retainage.

a. The Contractor shall pay all workers performing services under this Agreement not less than the prevailing wage adopted by the Washington State Department of Labor and Industries. The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is September 2, 2021. A copy of the applicable prevailing wage rates are also available for viewing at City Hall, located at 22017 SE Wax Road, Suite 200, Maple Valley, Washington, 98038. Upon request, the City will mail a hard copy of the applicable prevailing wages for the project. The Contractor shall also comply with the prevailing wage laws codified under RCW Chapter 39.12 as written or hereinafter amended, and all applicable provisions of the Washington Administrative Code relating thereto. This Agreement shall not be construed as prohibiting the Contractor from taking advantage of any exemption from paying the prevailing wage rate under a special certificate issued by the Department of Labor and Industries ("L&I") for vocational handicapped workers or of any other exemption or exception authorized by law.

b. Upon execution of this Agreement, the Contractor, and all subcontractors under contract to the Contractor, shall file a "Statement of Intent to Pay Prevailing Wages" with L&I on forms approved by L&I and file a copy of the Statement of Intent to Pay Prevailing Wages with the City. The City shall not make any payments or reimbursements under the Agreement prior to receipt of an approved "Statement of Intent to Pay Prevailing Wages" form for the Contractor and all subcontractors under contract to the Contractor, by the industrial statistician of L&I. For all contracts with the City over $10,000, the "Statement of Intent to Pay Prevailing Wages" shall include:

(1) The Contractor's (and each Subcontractor's) registration certificate number; and

(2) The prevailing rate of wages for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

Public improvement contracts involving the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds shall rely upon the contract bond as referred to in Chapter 39.08 RCW for the protection and payment of: (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW 39.08.010; and (ii) the state with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter 39.08 RCW are resolved.

c. If a subcontractor to the Contractor fails to submit an Affidavit of Wages Paid form, the Contractor may file said form on behalf of the nonresponsive subcontractor. Such form(s) may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required herein. Filings made on behalf of a subcontractor may not be accepted sooner than thirty-one days after the acceptance date of the work completed by the Contractor and the Contractor filing the Affidavit of Wages Paid form must accept responsibility for payment of prevailing wages unpaid by the subcontractor pursuant to RCW 39.12.020 and 39.12.065.

6. Independent Contractor.

a. The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

b. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Contractor or any employee of the Contractor.

7. Indemnification/Hold Harmless.

a. The Contractor shall defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Bonding. Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a payment and performance bond in the full amount of the contract price, plus state sales tax, which shall guarantee the faithful performance of the contract and the payment of all labor, mechanics, subcontractors, and materialmen and all persons who supply them with provisions and supplies for carrying out the work

under this contract. This bond shall be in force until completion of the contract and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, in a company acceptable to the City and on the form attached hereto. The bond must specify that the surety agrees to be bound by the laws of the State of Washington and be subject to jurisdiction of the state of Washington, and to venue in King County, Washington.

9. Insurance. The Contractor shall procure and maintain insurance, as required in this Section, without interruption, from commencement of the Contractor's work through the term of the agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

a. No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resources to any remedy available by law or equity.

b. Minimum Scope of Insurance. Contractor shall obtain insurance of the types and coverage as stated below:

(1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 0305 09 or equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington

(4) Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

c. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate, and a $2,000,000 products-completed operations aggregate limit.

(3) Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

d. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

e. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

(1) The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.

(2) The Contractor's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

f. Contractor's Insurance For Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors, or sub-contractors as well as to any temporary structures, scaffolding and protective fences.

g. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

i. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

j. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

k. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business

days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

l. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. The Contractor shall ensure that the City is an additional insured on each and every subcontractors' Commercial General Liability insurance policy using an endorsement at least as broad as ISA Additional Insured endorsement CG 20 38 04 13.

10. Delays. The Contractor is not responsible for delays caused by factors beyond the Contractor's reasonable control. When such delays beyond the Contractor's reasonable control occur, the City agrees the Contractor does not owe for damages, nor shall the Contractor be deemed to be in default of the Agreement.

11. Successors and Assigns. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

12. Discrimination Prohibited. The Contractor shall not discriminate against any employee or applicant for employment, or any person seeking the services of the Contractor under this Agreement, because of sex, age, race, color, religion, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

13. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

To the City:

City of Maple Valley
Laura K. Philpot, City Manager
P.O. Box 320 (mailing address)
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
425-413-8800; fax: (425) 413-4282

With a copy to:
City of Maple Valley
Attention: Halley Kimball
P.O. Box 320 (mailing address)
Maple Valley, WA 98038

To the Contractor:
Maroni Construction Company
Rick Maroni, President
PO Box 852
Enumclaw, WA 98022
206-240-4099

14. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment.

15. General Administration and Management. The manager of this Agreement shall be Halley Kimball of the Public Works Department or his/her designee.

16. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as reasonably possible to expressing the intention of the stricken provision.

17. Contract Documents. The Contract Documents, which set forth the terms of the contract between the City and the Contractor, and which are entered into by the acceptance of the Contractor's bid and the signing of this Agreement, consist of all the documents that are included within the S-10 2021 Stormwater Pond Water Quality Retrofits Project materials, including all of the documents included within the Invitation to Bid, Plans, Specifications, and Special Provisions as well as all Appendices attached thereto, all of which are a part thereof as if herein set forth in full, and if not attached, as if hereto attached, and also including:

a. Addenda; if any

b. Change Orders, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto; and

c. All modifications or changes issued pursuant to the Contract Documents.

There are no Contract Documents other than those above listed. The Contract Documents may only be amended by Change Order as provided in the Contract Provisions.

CITY OF MAPLE VALLEY	MARONI CONSTRUCTION COMPANY
By: Laura K. Philpot	By: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Attest:

_____
Shaunna Lee, City Clerk

Approved as to form:

_____
Patricia Taraday, City Attorney

Attachments: Exhibits "A," "B" and "C"

Authorizing Resolution No. Insert number, delete if n/a

EXHIBIT A

SCOPE OF WORK

INSERT SCOPE OF WORK HERE
YOU MAY REMOVE THIS PAGE IF NECESSARY

EXHIBIT B
CITY OF MAPLE VALLEY INVOICE SUMMARY FORM
Attn: Accounts Payable
P.O. Box 320, Maple Valley, WA 98038
(425) 413-8800; Fax (425) 413-4282 or
Scan Invoice to finance2@maplevalleywa.gov
AND cw-pw@maplevalleywa.gov

City Contract No: _____ Invoice No.: _____ Invoice Date: _____

Vendor: _____

Mailing Address: _____

_____

Invoice Contact Name: _____ Telephone: _____

Reporting Period: _____

Amount of Invoice: $_____

Attach Invoice to describe services performed this period.

BUDGET SUMMARY:

Total Contract Amount	$_____
Previously Submitted for Payment	$_____
Current Request	$_____
Total Requested to Date	$_____
Balance Remaining	$_____

_____
Vendor Signature Date

_____
Print Name Title

Vouchers are paid on the Tuesday following the second and fourth Mondays of each month, following City Council approval. Invoices must be received at least ten (10) days prior to the approval date. The Vendor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the "not to exceed" amount of $ 75,965.00 with a 10% contingency of 7,596.50, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the City. The Vendor shall complete and return Exhibit "C," Tax Identification Number, prior to execution of this Agreement.

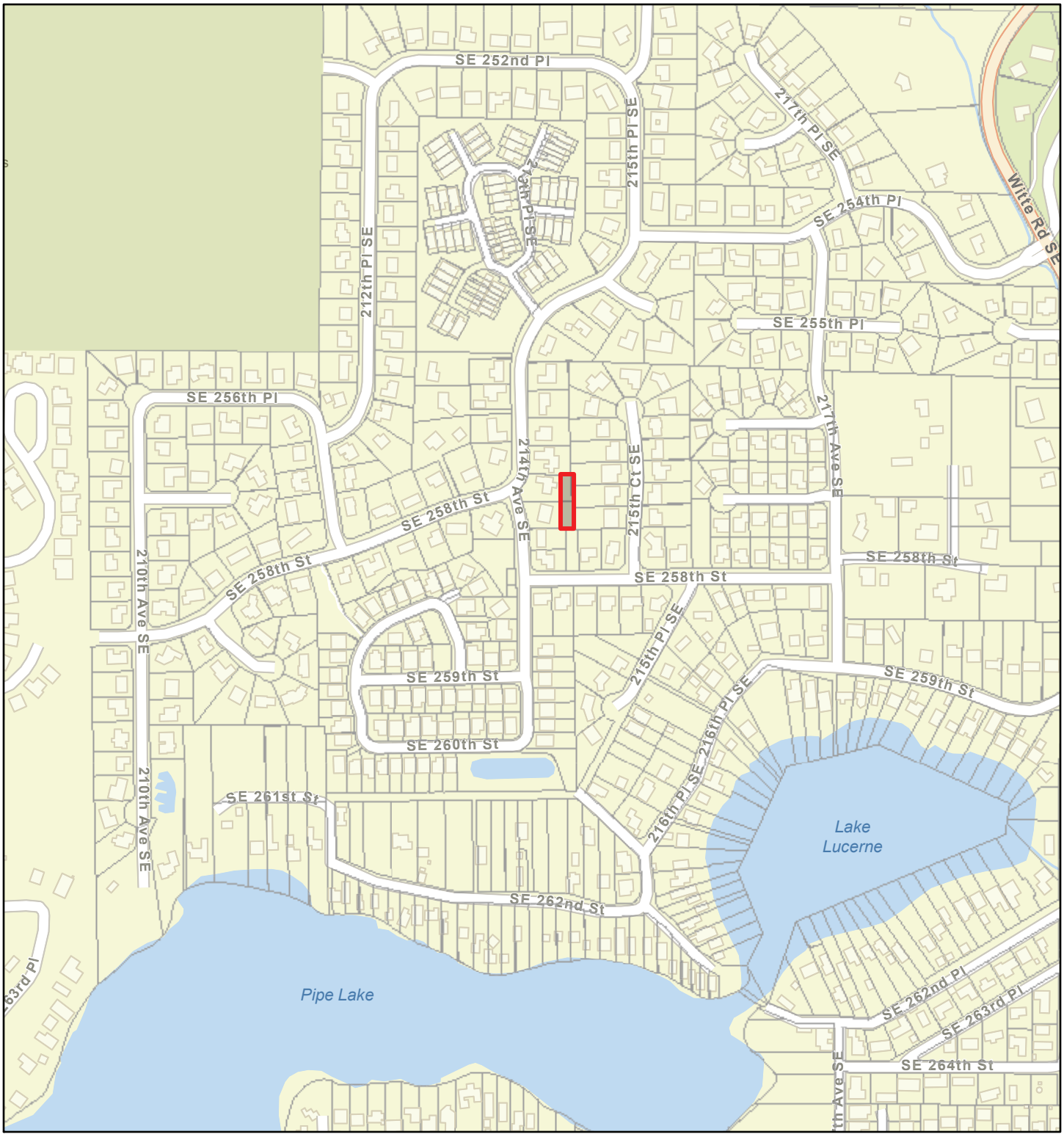
For Department Use Only
Approved for Payment:
Vendor No.: _____
Budget No.: _____
Signature: _____

Date: _____

EXHIBIT C

Please print out completed W-9 form and include as Exhibit C

S-12 2021 Miscellaneous Drainage Improvements Location



September 17, 2021

1:9,028

Project Location

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City of Maple Valley

This page is intentionally left blank.

City Council
Agenda Item Recap

Item: HB 1331 – Traffic Impact Fees Related to Day Care Centers

Staff Contact: Tawni Dalziel, PW/CD Director
Patricia Taraday, City Attorney

Presentation Date (s): 7/12/21, see Attachment 1 for Council Memo

Status/Council Direction: Council directed staff to research the need for childcare/daycare in the city as well as provide more information on State subsidized childcare. There was also a Council concern about fairness to existing daycare facilities in the City who may have had to pay traffic impact fees.

Directed Revisions/Added Information to date: A summary of daycare demand in the Maple Valley areas is provided Attachment 2. Information on how families may qualify for State subsidized childcare is shown in Attachment 3. Additionally, according to a query on the City's permit tracking software back to 2002, no new child care/daycare facilities have been permitted or were required to pay traffic impact fees.

Recommended Action: Provide Council direction on implementation of HB 1331.

Options: Direct Staff to draft ordinance providing for 80% Traffic Impact Fee (TIF) exemption for Childcare Facilities or direct Staff to

only revise TIF such that childcare facilities are not charged more than a similarly sized commercial facility (required by HB 1331).

Attachments:

1. HB 1331 Council Memo dated July 12, 2021
2. Summary of daycare demand in Maple Valley area
3. Information on WA State Subsidized Childcare

Date: July 12th, 2021

To: Mayor Kelly and Councilors

From: Patricia Taraday, Lighthouse Law Group PLLC

Subject: SHB 1331 – Impact Fee Exemption for Early Learning Facilities

Background

The legislature passed SHB 1331, effective July 25, 2021, giving local governments and counties the ability to exempt impact fees for development of early learning facilities in an effort to make such facilities accessible to more communities.

Discussion

As you know, impact fees are assessed by a local government on new development to help pay for increased services that will be required of that development. For example, residential development would require increased school facilities for the new residents, then an impact fee could be assessed to pay for those facilities.

The local government may provide exemptions from impact fees, like for low-income housing or other development activities with a broad public purpose. If the local government does provide for an exemption, the impact fee that would have been paid by the development must instead be paid from public funds.

SHB 1331 creates a new exemption for impact fees, which a local government may adopt by way of their impact fee ordinance. Development activities with a broad public purpose that a local government may exempt from impact fees now include the development of an *early learning facility*. An early learning facility is a facility providing regularly scheduled care for a group of children one month of age through 12 years of age for periods of less than 24 hours. RCW 43.41.565.

A City may grant a partial exemption of not more than 80% of impact fees and have the developer pay only 20%. In this case, there is no requirement the City pay the exempted portion of the fee from public funds e.g., general fund dollars. Alternatively, a City may provide a full waiver and exempt an early learning facility from 100% of impact fees but the City would need

to pay the fee from public funds e.g., general fund dollars. This basically means that the City pays the fee on behalf of the developer. As a third alternative, a City may provide a full waiver without the City having to pay the fee on behalf of the developer. In this scenario, the City would require the developer to record a covenant with the county auditor or recording officer requiring that: (1) at least 25% of children and families using the facility qualify for state subsidized child care; and (2) if the property is converted to a different use, the property owner must pay the applicable impact fees in effect at the time of conversion. If at no point during a calendar year does the early learning facility achieve the required percentage of children and families qualified for state subsidized child care using the facility, the property owner must pay 20 percent of the impact fee that would have been imposed on the development had there not been an exemption within 90 days of the local government notifying the property owner of the breach and any remaining balance shall be a lien on the property.

A local government that grants an exemption may not collect revenue lost through the exemption by increasing unrelated impact fees.

SHB 1331 also prohibits a local government from imposing an impact fee on development activities of an early learning facility greater than that imposed on similarly sized commercial retail or commercial office development activities.

To implement the exemption from impact fees for development of early learning facilities, local governments must amend their local ordinance by which impact fees are imposed.

Application of SHB 1331

To give an example of how this exemption would play out, we can look to the application of SHB 1331 to an early learning/childcare facility that is now in development review. For this application's traffic impact fees, the developer would be required to pay $22,652 per employee based on the current traffic impact fee rate of $4,729 per PM peak hour trip. If the facility were to employ 10 employees, the traffic impact fee would be $226,520. Staff is currently reassessing traffic impact fees for different types of developments for future Council consideration, so this traffic impact fee amount may change. Park and school impact fees would not apply. The fire impact fee amount will be calculated by Fire during building permit review.

If the City amended its impact fee ordinance to exempt early learning facilities as per SHB 1331, the City would have three choices on how to move forward with administration of the impact fee exemption. First, the City could grant a partial wavier and exempt 80% of the impact fee, leaving the developer to pay the remaining 20%. Second, the City could grant a full waiver and pay the full impact fee on behalf of the developer from public funds, e.g., general fund dollars. Third, the City could grant a full waiver and not pay the impact fee on behalf of the developer but instead require a covenant from the developer that 25% of the families using the facility qualify for state subsidized childcare and that, should the developer convert the use, they would be required to pay the impact fee.

A developer of an early learning facility would have more incentive to create an early learning facility should the City's impact fee ordinance be amended to allow for the impact fee exemption.

Council Action

Staff would like council consensus on whether to move forward with amending the city's impact fee ordinance to exempt early learning facilities pursuant to SHB 1331.

This page is intentionally left blank.

Maple Valley Area Daycare Demand

Daycares	# of classes	Total Students	Waitlist Stats/Comments	Additional Notes
Maple Valley Kindercare	7 classes	121 students	Only 1 year olds class has openings. Most classes more than 5 students on waitlist. Infant class no openings until January. Other classes have openings sooner.	Has seen an increase in demand.
The Country Playhouse	11 classes	159 students	7 classes are waitlisted: 4 wks to 1 year: 23 on waitlist / 24-29 months: 22 on waitlist / 2.5 yrs to 3 yrs: 22 on waitlist / 3 to 4 yrs.: 8 on waitlist / school age program, no openings at Glacier Park but there are at Lake Wilderness and Rock Creek (35 kids total in school age program)	They get 2-4 calls per day looking for childcare by September 1st. No opening for younger age classes until January 1st. Cites a large increase in demand.
Kid's Country	7 classes	102 students	40 students on waitlist combined. About 5 or 6 per class. Another waitlist for students that don't know their start date, about 20 students on that list.	Class breakdown: 1 infant, 3 toddler, 2 preschool, 1 school age
Discovery Playtown	5 classes	31 students	5 on waitlist. In addition to waitlist, she has about 20 parent calls to return, another separate list for parents wanting to tour, and another list of parents who want a meet and greet.	Licensed for 62 students but short staffed. At 40% capacity. Last couple months there have been an increase in interest.
Tahoma Extended Enrichment Program	6 schools	45 students per day per location	All full with a waitlist that is usually 5 or less.	Kindergarten through 5th grade only
Maple Valley Montessori	1 class	12 students	Waitlist has over 50 students	2.5 - 6 years old only
Blossoming Hill Montessori	2 classes	28 students	waitlist has 36 students and is shut down.	Over the past five years, the waitlist has always had more than 25 kids on it. Offers care for kids 2.5 and older.
La Petite Academy - Covington	6 classes	80 students	Openings in preschool class only, at half capacity for after school program (15/30 filled), and all others waitlisted.	shortstaffed so only 80 enrolled, capacity with full staffing is 140. Transport to LWES only.
Kindercare - Covington	8 classes	121 students	All waitlisted, average is more than 5 students	No school age program to Tahoma School District schools.

SUMMARY

In this list are 6 day cares, 4 in Maple Valley and 2 in Covington
There are also 2 Maple Valley Montessori Schools serving kids 2.5 years and older

Combining all these day cares/montessories, there are 47 classes with 654 kids enrolled,
not counting the Tahoma Extended Enrichment Program (TEEP)
The Tahoma Enrichment, serving only school age children, has up to 45 kids per day at 6 schools.
Out of 47 classes counting all of the schools except the TEEP, there are only 6 classes with current openings.
The other 41 classes are waitlisted with most classes having over 5 on each waitlist. Many waitlists are over 20 students long.
The chart describes the waitlists for each school in more detail.

Reference: Lauren Landis, Sept 9, 2021

This page is intentionally left blank.

Washington State Subsidized Childcare

https://dcyf.wa.gov/services/earlylearning-childcare/getting-help/wccc

Basic Eligibility Requirements

- The child who needs subsidized care must be a U.S. citizen or legal resident.
- The family must live in Washington state.
- The family's income must be at or below 200 percent of the federal poverty level (FPL) when applying, or 220 percent of FPL when reapplying.

  For a family or household of 4 persons living in one of the 48 contiguous states or the District of Columbia, the poverty guideline for 2021 is $26,500.

- The parent must be employed or self-employed in legal, income-generating, taxable activities; or the parent must meet all TANF/WorkFirst requirements if participating in that program.
- Families experiencing homelessness may be approved for up to 12 months to resolve issues surrounding homelessness.
- Starting July 1, 2021, parents attending full-time community, technical, or tribal college are no longer required to work to qualify for Working Connections Child Care (WCCC). Student parents enrolled full-time may be eligible for WCCC when participating in associate degree programs, vocational educational programs that lead to degrees in specific occupations or registered apprenticeships.
- The parent must complete the WCCC application and verification process.
- Parents of children with special needs may qualify for higher rates to help pay for additional supports needed.
    - Special Needs Child Care Rate Request: English | Spanish

State Median Income Chart

Revised October 22, 2020

https://www.dshs.wa.gov/esa/eligibility-z-manual-ea-z/state-median-income-chart

January 1, 2021 through December 31, 2021

Number in Family	Median Income (Monthly)
1	4,454
2	5,825
3	7,195
4	8,566

Number in Family	Median Income (Monthly)
5	9,936
6	11,307
7	11,552
8	11,797
9	12,042
10	12,287
Add for each additional member	245

CoPay Amounts based on State Median Income range from no copay to $115/month.

https://dcyf.wa.gov/sites/default/files/pdf/copay_calculation_table.pdf

September 27, 2021

To: Mayor Sean Kelly and Councilors

From: Steven Chen, P.E., City Engineer
Jeff Taraday, City Attorney

Subject: **Request for Council Authorization to Execute T-48 SE 231st St Extension Project ROW Real Estate Purchase and Sale Agreement**

Background

The SE 231st St Extension Project from SE 240th Way to Witte Rd SE is an identified transportation improvement project (Project 127) in the City's Comprehensive Plan. Over the years, being consistent with the Comprehensive Plan, the south segment of this project was constructed by adjacent new developments as 228th Ave SE from SE 240th Way to 228th Pl SE. As a SEPA condition, the north segment of this project is currently being constructed by the MV Logistics (Amazon Fulfillment Center) project as SE 231st St from Witte Rd SE to approximately 725 ft north of 228th Place SE.

The City's T-48 SE 231st St Extension Project completes the last segment of Comprehensive Plan Project 127 and fills in the road gap between development improvements. Project T-48 was adopted in the 2021 and 2022 Six Year Transportation Improvement Program (TIP).

The T-48 project will provide one lane in each direction on SE 231st St as well as sidewalks and bicycle lanes on both sides. Tract C as shown in Attachment 5 is currently privately owned by R&H Mining, LLC. The T-48 project will require the acquisition of Tract C for Right-of-Way (ROW) to construct the new roadway extending SE 231st St east to 228th Ave SE.

Discussion

The T-48 project is currently under 60% design with SEPA determination issued on August 12, 2021. The appraisal report for Tract C as shown in Attachment 3 was completed on June 23, 2021 by a commercial appraisal consultant, ABS Valuation. The appraised market value for Tract C is $500,000.00.

Staff and ROW consultant (Contract Land Staff, LLC) started the good faith negotiations with the property owner in July to acquire Tract C based on the appraised market value. A non-binding Contingent Offer to Purchase that is contingent on City Council approval was signed by property

owner on July 19, 2021 (Attachment 4). The Purchase and Sale Agreement for acquisition of Tract C (Attachment 2) has been reviewed and edited by both city attorney and the seller's legal advisor. Due to the City's weaker bargaining position relative to the Seller, we are bringing the Purchase and Sale Agreement forward for City Council consideration even though some of the language is less than ideal. For example, the City will be getting a bargain and sale deed from the Seller instead of a statutory warranty deed. The bargain and sale deed contains fewer warranties. Another example of less than ideal language is the indemnity that the City is providing in Section 3.2.3. Finally, the language in Section 5A.6 is less than ideal because even though we expect to receive the property fully graded and ready for road construction, there is nothing in this section or anywhere else in the PSA that requires that the property be provided to us in that manner. So, we are relying on the developer, a separate party, to perform this grading and related work. To proceed forward with the ROW acquisition of Tract C, staff is requesting City Council authorization to execute the Real Estate Purchase and Sale Agreement as presented.

Fiscal Impact

Right-of-way acquisition for the T-48 project is budgeted with $600,000 in the 2021 adopted budget. The offering purchase price at appraised market value of $500,000 with associated closing costs are within the adopted budget.

Options

1. Approve Resolution No. R-21-1596.
2. Do not approve Resolution No. R-21-1596.
3. Take some other action to acquire the property on a slower schedule.

Recommendation

Staff recommends the City Council approve Resolution No. R-21-1596, authorizing the City Manager to execute a Real Estate Purchase and Sale Agreement with R&H Mining, LLC to acquire Tract C in the amount of $500,000.00 for ROW acquisition to construct the T48 project.

Attachments

1. Resolution R-21-1596
2. Real Estate Purchase and Sale Agreement for Tract C
3. Appraisal Report, Dated 6-23-21
4. Contingent Offer to Purchase, Dated 7-13-21
5. Tract C Binding Site Plan
6. Vicinity Map

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-21-1596

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH R&H MINING, LLC TO ACQUIRE TRACT C IN THE AMOUNT OF $500,000.00 FOR ROW ACQUISITION TO CONSTRUCT THE T-48 SE 231ST ST EXTENSION PROJECT.

WHEREAS, the City Council of the City of Maple Valley desires to construct roadway improvements to extend SE 231st Street; and

WHEREAS, on June 22, 2020, the City Council adopted the 2021-2026 Six-Year Transportation Improvement Program (TIP) to include above roadway improvements in T-48 SE 231st St Extension project; and

WHEREAS, the SE 231st Extension Project has been identified in the City's Comprehensive Plan as part of Project 127; and

WHEREAS, it is necessary to acquire Tract C owned by R&H Mining, LLC for right of way to construct the T-48 project; and

WHEREAS, the City has completed an appraisal for the subject Tract C to determine the fair market value; and

WHEREAS, the City has negotiated in good faith with the owner R&H Mining, for acquisition of Tract C for the right of way in the amount of $500,000.00; and

WHEREAS, the City Attorney and seller's legal advisor have reviewed the Real Estate Purchase and Sale Agreement to be signed and executed by the City and the seller;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Authorization. The City Manager is hereby authorized to execute a real estate purchase and sale agreement with R&H Mining, LLC to acquire Tract C in the amount of $500,000.00 plus associated closing costs for ROW acquisition to construct the T-48 SE 231st St Extension project, attached hereto and incorporated by reference as Exhibit A..

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 27TH DAY OF SEPTEMBER 2021

_____
Sean Kelly, Mayor

ATTEST:

_____
Shaunna Lee, City Clerk

APPROVED AS TO FORM:

_____
Patricia Taraday, City Attorney

Exhibit A

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between **R&H Mining, LLC,** a Washington limited liability company ("**Seller**"), and the **City of Maple Valley**, a Washington State municipal corporation ("**Buyer**"), for purchase and sale of that certain real property known as Tract C, Maple Valley Logistics Binding Site Plan, identified by King County Parcel No. 5113270050, and legally described on Exhibit "**A**", hereinafter referred to as the "**Property**". Seller and Buyer may each be referred to individual as a "**Party**" and collectively as the "**Parties**". The effective date of this Agreement shall be the last date appearing on the execution page below.

1. **PURCHASE PRICE; EARNEST MONEY:** The total purchase price is **FIVE HUNDRED THOUSAND AND No/100 Dollars ($500,000.00)** ("**Purchase Price**"). The Purchase Price is payable in cash at Closing. Within five (5) business days following the effective date, Buyer shall deposit with the Title Company (defined below) **TWENTY-FIVE THOUSAND AND No/100 Dollars ($25,000.00)** as an earnest money deposit ("**Earnest Money**"). The Earnest Money shall be applicable to the Purchase Price.

2. **CONVEYANCE OF TITLE:**

2.1 **Deed:** At Closing, Seller will execute and deliver to Buyer a Bargain & Sale Deed ("**Deed**") conveying and warranting good and marketable title to the Property free and clear of all monetary encumbrances and liens if any, and subject only to those defects and/or encumbrances (if any) approved by Buyer as "**Permitted Exceptions**" under Section 3.1.1 below.

2.2 **Title Insurance:** At Closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policies of title insurance, dated as of the Closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:** This Agreement and the Buyer's obligations under this Agreement are conditioned on the occurrence of each of the following to the Buyer's reasonable satisfaction:

3.1 **Title Insurance Commitment and Title Review**. Buyer has obtained a title subdivision guarantee report issued by Stewart Title Guarantee Company (the "**Title Company**"), showing marketable title to the Property, to be vested in Seller and committing to insure such title in Buyer by the issuance of a Standard ALTA Policy of title insurance in the amount of the Purchase Price. Within five (5) business days of the Effective Date of mutual execution of this Agreement, Buyer shall order any updates or amendments and convert the subdivision guarantee report to a title insurance commitment as deemed necessary by Buyer. The commitment (or one or more updates thereto) (collectively, the "**Commitment**") shall also commit the Title Company to issue with such

policy endorsements as required by Buyer.

3.1.1 **Review of Title.** Within twenty (20) calendar days after the earlier to occur of (a) the Effective Date of this Agreement or (b) the date on which Buyer receives any ordered updates or amendments to the Commitment, Buyer shall notify Seller in writing of any objection Buyer in its sole discretion may have to any exceptions shown on the Commitment ("**Disapproved Exceptions**"). General taxes due after Closing and those exceptions disclosed in the Commitment that Buyer does not timely disapprove shall be "**Permitted Exceptions;**" provided, that all monetary encumbrances and liens outstanding at the time of Closing, if any, shall be deemed automatically disapproved and shall be paid or otherwise eliminated by the Seller at Closing. Seller shall have ten (10) calendar days after receipt of Buyer's notice of Disapproved Exceptions to notify Buyer that (1) Seller, at its sole cost and expense, shall remove all Disapproved Exceptions, or (2) Seller elects not to, or cannot, remove any or all Disapproved Exceptions. If Seller fails to so notify Buyer prior to the expiration of the ten (10) day period, Seller shall be deemed to have elected not to remove the Disapproved Exceptions. In lieu of removal, Seller may elect to cause the Title Company to insure over any Disapproved Exception, which shall have the same effect as removal.

If Seller elects (or is deemed to have elected) not to, or cannot, remove any Disapproved Exceptions, Buyer shall have ten (10) calendar days from receipt of Seller's notice (or from the end of Seller's notice period) to notify Seller of Buyer's election either (1) to proceed with the purchase and take the Property subject to those exceptions without deduction from Purchase Price, or (2) to terminate this Agreement. If Buyer fails to notify Seller prior to the expiration of the ten (10) day period, Buyer will be deemed to have elected to proceed with the purchase and take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 3.1, the Escrow will be terminated, all documents will be returned to the Party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

3.1.2 **Subsequent Matters Affecting Title.** Seller shall immediately notify Buyer of any liens, leases, encumbrances, easements, restrictions, conditions, covenants, rights-of-way and other matters affecting title to the Property that are created and which may appear of record or be revealed by survey or otherwise after the date of the Commitment but before the Closing (collectively, "**Intervening Exceptions**"). Intervening Exceptions shall be subject to Buyer's approval and Buyer shall have five (5) business days after receiving notice in writing of any Intervening Exception, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Exception, if any, to either accept it (whereupon the Intervening Exception shall become a Permitted Exception) or submit written objection, in which event the Seller shall have the same 10-day right of response set forth in Section 3.1.1. Seller will promptly remove all Intervening Exceptions that do not become Permitted Exceptions.

3.2 **Due Diligence Condition.** Buyer's obligation to purchase the Property is contingent upon Buyer investigating the Property and determining, in its sole and absolute discretion, that it is satisfied with of all aspects of the Property, including, but not limited to, value, condition, marketability, title matters, environmental conditions, hazardous substance conditions, zoning, land use, authority, and all other factors and conditions which Buyer considers relevant to its contemplated use of the Property ("**Buyer's Intended Use**"), and the feasibility of its prospective purchase, ownership, use and potential transfers thereof, and the suitability of the Property for Buyer's Intended Use (the "**Due Diligence Condition**").

3.2.1 **Seller's Cooperation**. At no cost to Seller, Seller agrees to cooperate and join with Buyer in any actions Buyer reasonably deems necessary for Buyer to undertake the investigation contemplated in this Section 3.2. Notwithstanding the foregoing, Seller shall have no obligation to execute any documents that would be binding on the Property should the sale of the Property to Buyer fail to close, unless such document's effect can be revoked with de minimis effort at no cost to Seller.

3.2.2 **Disclosure Statement; Property Information.** Within five (5) business days following the Parties' mutual execution of this Agreement, Seller shall complete and deliver to Buyer a Real Property Disclosure Statement in the form attached as **Exhibit B** hereto and incorporated herein by this reference (the "**Disclosure Statement**"), together with all of the following information pertaining to the Property in Seller's possession: (a) copies of all appraisals, surveys, plans and specifications, permits and applications, environmental studies, soils and engineering reports; (b) copies of any and all leases, contracts, and agreements affecting the Property; (c) copies of any and all documents relating to the environmental condition of the Property, including any hazardous substances investigations, surveys or analysis of any aspect of the Property; and (d) copies of any and all citations and notices received from any governmental agency or entity claiming or asserting any non-compliance of the Property with any applicable laws and any responses thereto (the "**Property Information**"). If this transaction fails to close for any reason, Buyer shall promptly return the Property Information to Seller and shall destroy any copies thereof, to the extent that it is allowed to destroy such copies under applicable records retention and other laws. Buyer shall keep the Property Information confidential to the extent permitted by public records laws.

3.2.3 **Right of Access.** Buyer and its employees, consultants, contractors, agents and other designees shall be afforded the right of access and entry onto and into the Property, for inspection and investigation during the Due Diligence Period, to perform surveys and to conduct any and all studies, tests and inspections as Buyer may elect in order to fully investigate the Property, including any and all environmental testing or other testing for hazardous substances; except that no excavation, drilling, or other invasive testing shall occur without Seller's prior

written consent, which shall not be unreasonably withheld or delayed. Any such excavation, drilling, or other invasive testing consented to by Seller will be conducted by Buyer or its consultants or contractors in accordance with accepted industry practices, and Buyer will cause the Property to be promptly repaired and restored to a condition reasonably comparable to that existing immediately preceding such action, at Buyer's expense. Buyer shall coordinate with Seller prior to any access on site and will comply with all required safety procedures and requirements. Seller shall have the right to have an employee, agent or representative present on the Property during all investigations hereunder. The exercise of Buyer's rights under this paragraph shall not negate any representation, warranty or covenant of Seller, or modify any of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of its representations, warranties or covenants under this Agreement. Buyer shall indemnify, protect, defend and hold Seller and Seller's affiliates, agents, employees, owners and representatives harmless from and against any obligation, liability, claim (including any claim for damage to property or injury to or death of any persons), lien or encumbrance, loss, damage (excluding special, punitive, or consequential damages), cost or expense, including reasonable attorneys' fees, whether or not legal proceedings are instituted, in any way arising from the pre-Closing Inspections or other pre-Closing activities by Buyer or Buyer's agents, employees or representatives on or about the Property, except to the extent arising out of (a) the mere discovery of any pre-existing condition at the Property, or (b) the negligence or misconduct of Seller, Seller's property manager or their agents. The foregoing indemnity obligation shall survive the Closing or termination of this Agreement.

Prior to entering the Property and while conducting any inspections, Buyer and those agents, contractors and consultants of Buyer entering the Property shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than $1,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or Inspections of the Property that lists Seller and its property manager as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and its agents, contractors and consultants evidencing such required insurance.

3.2.4 **Due Diligence Period.** Buyer shall have sixty (60) calendar days from the date of the Parties' mutual execution of this Agreement (the "**Due Diligence Period**") to determine Buyer's satisfaction with the Property and the Due Diligence Condition. This Agreement shall terminate, unless Buyer gives written notice to Seller on or before the expiration of the Due Diligence Period that the Due Diligence Condition has been satisfied. If such notice is timely given, the Due Diligence Condition shall be deemed satisfied. If the Agreement terminates under this Section 3.2, the Escrow will be terminated, all documents and other funds will be returned to the party who deposited them, the Earnest Money shall be returned to Buyer, and neither party will have any further rights or obligations under this

Agreement except as otherwise provided in this Agreement. If Buyer gives notice that the Due Diligence Condition has been satisfied, the Earnest Money shall become non-refundable to Buyer except in the case that the transaction fails to clause due to a Seller default, PROVIDED THAT the Earnest Money shall not become non-refundable to Buyer under any circumstances until after the Maple Valley City Council has given Approval (defined below).

3.3 **Approval by Maple Valley City Council.** Buyer is a municipal corporation organized pursuant to chapter 35A RCW and, therefore, this Agreement is subject to the approval of the Maple Valley City Council ("**Approval**"). This Agreement shall be null and void if the Maple Valley City Council has not granted final Approval of this Agreement and the transactions contemplated hereby by October 31, 2021. If the Approval has not occurred before such date, the Earnest Money shall be returned to Buyer on or before November 3, 2021, and the Buyer and Seller shall have no further obligations hereunder except those that expressly survive the termination of this Agreement.

4. **RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5A. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller represents, warrants, and covenants to the Buyer at the date of execution of this Agreement and the date of Closing that:

5A.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5A.2 **No Material Defect:** Seller is unaware of any material defect in the Property. The Property is being sold in its present, "**As Is**" condition and Seller shall remove any debris presently located on the Property and/or that may be deposited on the Property by some third party prior to Closing.

5A.3 **Contamination:** Seller represents and warrants that Seller has not caused, allowed, or will not cause prior to Closing, the generation, treatment, storage, or disposal of hazardous substances on the property, nor caused or allowed the release of any hazardous substance onto, at, or near the Property. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to for Seller's use of the Property, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of Seller's use of the Property and, to the Seller's knowledge, the Property is not, nor has it ever been subject to the release of hazardous substances.

5A.4 **Indemnification:** Seller agrees to indemnify, defend, and hold harmless

Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other expert witness fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duties of defense and indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5A.5 **Ownership; Non-Foreign Status**. Seller owns the Property and has the right to sell the Property and is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended.

5A.6 **As- Is Sale**. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND BUYER. THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND BUYER AND BUYER IS RESPONSIBLE FOR CONDUCTING ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. OTHER THAN SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THOSE CONTAINED IN THE DEED, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES. OTHER THAN SELLER'S REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THOSE CONTAINED IN THE DEED, SELLER SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BUYER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY BUYER WITH RESPECT TO THE PROPERTY INCLUDING STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, IT BEING THE EXPRESS INTENTION OF SELLER AND BUYER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND WITH RESPECT TO THE DEED, UPON BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION AS PROVIDED FOR IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "**AS IS**" AND "**WHERE IS**", WITH ALL FAULTS.

5B. **BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Buyer represents, warrants, and covenants to the Seller at the date of execution of this Agreement and the date of Closing that:

5B.1 **Status**. Buyer is a municipal corporation organized pursuant to chapter 35A

RCW.

5B.2 **Authority**. Subject to Section 3.3 above, the execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly authorized by all necessary action on the part of Buyer, and this Agreement constitutes the legal, valid and binding obligation of Buyer, subject to equitable principles and principles governing creditors' rights generally

5B.3 **Consents**. Except as noted in Section 3.3 above, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Buyer or the performance by Buyer of the transactions contemplated hereby.

5B.4 **Non-Contravention**. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity or conflict with, result in a breach of, or constitute a default under Buyer's charter, enabling statute or municipal ordinances, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Buyer is a party or by which it is bound.

5B.5 **Broker Fees and Commissions:** Each of Buyer and Seller represents and warrants to the other that it did not employ or use any broker or finder to arrange or bring about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement or arising out of actions or statements by the representing party. If any person brings a claim against Seller for a commission or finder's fee based upon any contact, dealings or communication with Buyer in connection with the transactions contemplated by this Agreement, then Buyer shall defend Seller from such claim, and shall indemnify Seller and hold Seller harmless from any and all costs, damages, claims, liabilities or expenses (including reasonable attorneys' fees and disbursements) incurred by Seller with respect to the claim. If any person brings a claim against Buyer for a commission or finder's fee based upon any contact, dealings or communication with Seller in connection with the transactions contemplated by this Agreement, then Seller shall defend Buyer from such claim, and shall indemnify Buyer and hold Buyer harmless from any and all costs, damages, claims, liabilities or expenses (including reasonable attorneys' fees and disbursements) incurred by Buyer with respect to the claim.

6. CLOSING:

6.1 **Time for Closing:** The sale will be closed in the office of the Closing Agent (or by electronic exchange of signatures) not later than twenty-one (21) days from the latter to occur of (a) the expiration of the Due Diligence Period, or (b) the Approval.

Buyer and Seller shall deposit in Escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "**Closing**" and "**Date of Closing**" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Stewart Title Guarantee Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101

6.2 **Prorations; Closing Costs:** Seller will pay real property taxes prorated through the Date of Closing. On Closing, the Parties shall share equally: (i) all recording fees; and (ii) escrow fees charged by the Closing Agent. Seller shall pay all real estate excise taxes associated with the sale of the Property. Seller shall pay the premium for the title insurance to be issued by the Title Company for the benefit of Buyer in the amount of the Purchase Price; provided, that Buyer shall pay any additional costs associated with an extended coverage owner's policy, as applicable.

6.3 **Possession:** Buyer shall be entitled to possession of the Property at Closing.

6.4 **Closing Obligations of Buyer**: On or before Closing the Buyer shall deliver to the Closing Agent the following:

6.4.1 All funds required to be paid by Buyer under this Agreement, in cash.

6.4.2 A Closing Statement in form and content reasonably satisfactory to the Parties.

6.4.3 A Real Estate Excise Tax Affidavit (REET) executed by the Buyer in the form required by law.

6.4.4 Any other documents necessary to effect the transaction contemplated in this Agreement.

6.5 **Closing Obligations of Seller**. At Closing, Seller shall deliver to the Closing Agent the following duly executed and acknowledged documents (where appropriate):

6.5.1 The Statutory Warranty Deed required under Section 2.1 of this Agreement.

6.5.2 A Closing Statement in form and content reasonably satisfactory to the parties.

6.5.3 A Foreign Investment Real Property Tax Act (FIRPTA) certification.

6.5.4 A Real Estate Excise Tax Affidavit(s) executed by Seller in the form required by law.

6.5.5 Any other documents necessary to effect the transaction contemplated in this Agreement.

7. **NOTICES:** Any notices required herein shall be given to the Parties at the addresses listed below:

TO SELLER:
R&H Mining, LLC
Attn: Daniel Hayes
24430 SE 231st St
Maple Valley, WA 98038
Phone: 425-392-5722
Email:

TO BUYER:
City of Maple Valley
Attn: Steven Chen
22017 SE Wax Road, #200
Maple Valley, WA 98038
Phone: 425-413-6640
Email: steven.chen@maplevalleywa.gov

8. **GENERAL:**

8.1 **Governing Law.** This Agreement shall be construed under the laws of the State of Washington.

8.2 **Entire Agreement.** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller.

8.3 **Waivers.** Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default.

8.4 **Binding Agreement.** This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns.

8.5 **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

8.6 **Time.** Time is of the essence in this Agreement.

9. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

10. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive Closing.

11. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Seller on or before 11:59 pm Local Time on August 11, 2021

12. **EFFECTIVE DATE:** The Effective Date is the date of the last Parties' signature below.

13. **COUNTERPARTS**. This Agreement and any amendments hereto may be executed in one or more identical counterparts, and the counterparts, when taken together, shall constitute one and the same instrument, binding upon the parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

14. **NON-ADMISSIBILITY**. Seller has agreed to enter into this Agreement in order to expedite the Buyer's acquisition of the Property and to minimize the costs incurred by Seller in connection therewith. If the Closing does not occur, Seller reserves the right to seek a higher price for the property in any condemnation proceeding that may follow and this Agreement shall not be admissible as evidence in any condemnation proceeding that may be brought in the future.

[*Signatures follow*]

BUYER: **City of Maple Valley**, a Washington State municipal Corporation.

By _____

Its _____

Date _____

SELLER: **R&H Mining, LLC,** a Washington limited liability company

By Hayes Sand and Gravel, L.L.C.,
A Washington limited liability company,
Its Managing Member

By _____
Name: Daniel M. Hayes
Its: Managing Member

Date_____

EXHIBITS: **Exhibit A:** Property Legal Description
Exhibit B: Property Disclosure Statement

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTIONS

For APN/Parcel ID(s): 5113270050

Tract C, Maple Valley Logistics Binding Site Plan, according to the Plat thereof recorded in Volume 293 of Plats, pages 89 through 91, recorded under Recording No. 20201202001211, records of King County, Washington

EXHIBIT "B"

PROPERTY DISCLOSURE STATEMENT

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "**NA.**" If the answer is "yes" to any * items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT _____, _____, WASHINGTON (THE "**PROPERTY**").

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is / is not occupying the Property.

I. SELLER'S DISCLOSURES:

If you answer "**Yes**" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

ENVIRONMENTAL

[ ] Yes	[ ] No	[ ] Don't know	*A. Has there been any flooding, standing water, or drainage problems on the property that affect the Property or access to the Property?
[ ] Yes	[ ] No	[ ] Don't know	*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
[ ] Yes	[ ] No	[ ] Don't know	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?
[ ] Yes	[ ] No	[ ] Don't know	*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
[ ] Yes	[ ] No	[ ] Don't know	*E. Is there any soil or groundwater contamination?
[ ] Yes	[ ] No	[ ] Don't know	*F. Has the Property been used as a legal or illegal dumping site?
[ ] Yes	[ ] No	[ ] Don't know	*G. Has the Property been used as an illegal drug manufacturing site?

DATE . . . . . SELLER . . . . . SELLER . . . . . .

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT AND WAIVER

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this Statement are made only by the Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

E. Buyer (which term includes all persons signing the "**Buyer's acceptance**" portion of this disclosure statement below) has received a copy or this Disclosure Statement (including attachments, if any) bearing Seller's signature.

F. By its signature below, Buyer waives its right to rescind its purchase and sale agreement with Seller based on Seller's delivery of this document to Buyer.

G. Buyer waives its right to receive Sections 1-5 and 7 of the Real Property Transfer Disclosure Statement.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

DATE . . . . . BUYER . . . . . BUYER . . . . . .

The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

BUYER: **City of Maple Valley**, a Washington State municipal Corporation.

By _____

Its _____

Date _____

Appraisal Report

R&H Mining Property
23226 Witte Road
Maple Valley, WA 98038
Parcel Nos. 511327-0010, -0020, -0030, -0040, -0050



FOR
City of Maple Valley
c/o Contract Land Staff, LLC
Ms. Karen Wright, SR/WA
2800 156th Avenue SE, Suite 200
Bellevue, WA 98007

ABS Valuation
S. Murray Brackett, MAI
Christina J. Lovell, Associate
18728 Bothell Way NE, Suite B
Bothell, WA 98011
425-450-4040
mbrackett@absvaluation.com
clovell@absvaluation.com
absvaluation.com

Date of Valuation: May 4, 2021
Date of Report: June 23, 2021
ABS Valuation Job #: 21-0129-002

ABS VALUATION
COMMERCIAL APPRAISAL·CONSULTATION·LITIGATION SUPPORT
SPECIAL BENEFIT STUDIES·R/W APPRAISAL SERVICES

ABS VALUATION
Allen Brackett Shedd
Commercial Appraisal-Consultation-Litigation Support
Special Benefit Studies-R/W Appraisal Services

Corporate Office
Smith Tower
506 2nd Avenue
Suite 3200
Seattle, WA 98104
206-209-3016 phone
425-252-1210 fax

2927 Colby Avenue
Suite 100
Everett, WA 98201
425-258-2611 phone
425-252-1210 fax

18728 Bothell Way NE
Suite B
Bothell, WA 98104
425-450-4040 phone
425-252-1210 fax

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253-274-0099 phone
425-252-1210 fax

absvaluation.com

June 23, 2021

Ms. Karen Wright, SR/WA
Contract Land Staff
2800 156th Avenue SE, Suite 200
Bellevue, WA 98007

RE: APPRAISAL OF THE R&H MINING PROPERTY LOCATED AT 23226 WITTE ROAD, MAPLE VALLEY, WASHINGTON (Our File #21-0129-002)

Dear Ms. Wright:

In accordance with your request, we have performed an appraisal of the property referenced above. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report. The client in this assignment is the City of Maple Valley c/o Contract Land Staff, LLC. The intended user of this report is the client and no others and intended use is to assist the client by evaluating the proposed acquisition of a portion of the subject property.

The subject property, as referenced above, consists of two tax parcels, two future right-of-way tracts, and one storm drainage tract located at the intersection of SE 231st Street and Witte Road SE. The subject contains an aggregate of 34.10 acres (1,485,198 square feet) of land. We note that construction of a concrete tilt-up distribution building has commenced; however, the partially constructed improvements have been deemed unaffected by the proposed acquisition and have not been considered further in our analysis.

This appraisal was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA – Yellow Book), federal, state, and the requirements of our client as we understand them. Complete descriptions of properties used for comparison are included in this report, as well as all of our analyses and conclusions. The value conclusions herein are given subject to the specific assumptions and limiting conditions stated herein.

Based on our investigation and analysis of all relevant data, our value conclusions are summarized as follows:

Summary of Conclusions

Market Value - Before Condition	$19,307,574
Market Value - After Condition	$18,808,881
Difference Between Before and After Values	*$498,693*
Rounded	**$500,000**

If you have further questions not answered in the accompanying report, please do not hesitate to call.

Sincerely,

ABS VALUATION

S. Murray Brackett, MAI

Christina J. Lovell, Associate Appraiser

kr
Enclosures

Table of Contents

Page

Letter of Transmittal
Table of Contents
Executive Summary
Subject Aerial
Location Map
Subject Photographs

Introduction 1

Identification of the Subject Property 1
Legal Description 1
10-Year History and Ownership 1
Prior Appraisal 1
Listings, Offers and Contracts 1
Intended Use, Users, and Client 1
Date of Inspection/Valuation 1
Market Value Definition 2
Property Rights Appraised 2
Scope of the Appraisal 3
Extraordinary Assumptions/Hypothetical Conditions 3
    Hazardous Waste 4
Personal Property 4
Marketing and Exposure Period 4
Larger Parcel 4
Appraisal Conformity and Report Type 5
Regional Description 5
    Overview 5
    Transportation 5
    Employment 6
    Conclusion 7
Neighborhood Description 9
    Immediate Neighborhood 9
Industrial Market 9
Retail Market 10
Office Market 11
Conclusion 11

Factual Data 13

Description of the Subject Property 13
    Site 13
    Topography 13
    Access 13
    Sensitive Areas 13
    FEMA Flood Data 13
    Soils 13
    Easements and/or Encumbrances 13
    Timber/Minerals 14

Utilities 14
Zoning 14
Assessed Value and Real Estate Taxes 15
Summary of Site Characteristics 15
Description of Improvements 15

Highest and Best Use 21

As If Vacant 21
Analysis of Highest and Best Use as Improved 21
Most Probable Buyer 21

Valuation Methodology 22

Land Valuation – Before Condition 23

Sales Comparison Approach 23
Discussion of Sales, Adjustments and Conclusions 35
Unit of Comparison 35
Transactional Adjustments 35
Property Adjustments 36
Land Value Conclusion 36

Proposed Acquisition, Remainder and Potential Damages 38

Land Valuation – After Condition 39

Summary and Recapitulation 39

Certification of Value 40

Certification of Value 42

General Assumptions and Limiting Conditions 44

Addenda 47

Binding Site Plan 48
Title Report 55
Vesting Deed 64
Property Owner Contact Letter 70
Qualifications 72

Executive Summary

Location:	23226 Witte Road, Maple Valley, WA 98038
Tax Parcels:	511327-0010, -0020, -0030, -0040, -0050
Site Size:	1,485,198 square feet (34.10 Acres)
Building Improvements:	We note that construction of a concrete tilt-up distribution warehouse has commenced; however, the partially constructed improvements have been deemed unaffected by the proposed acquisition and have not been considered further in our analysis.
Utilities:	Public power, water, sewer, natural gas
Zoning:	REC
Highest and Best Use:	Commercial development

Final Value Conclusion:

Summary of Conclusions

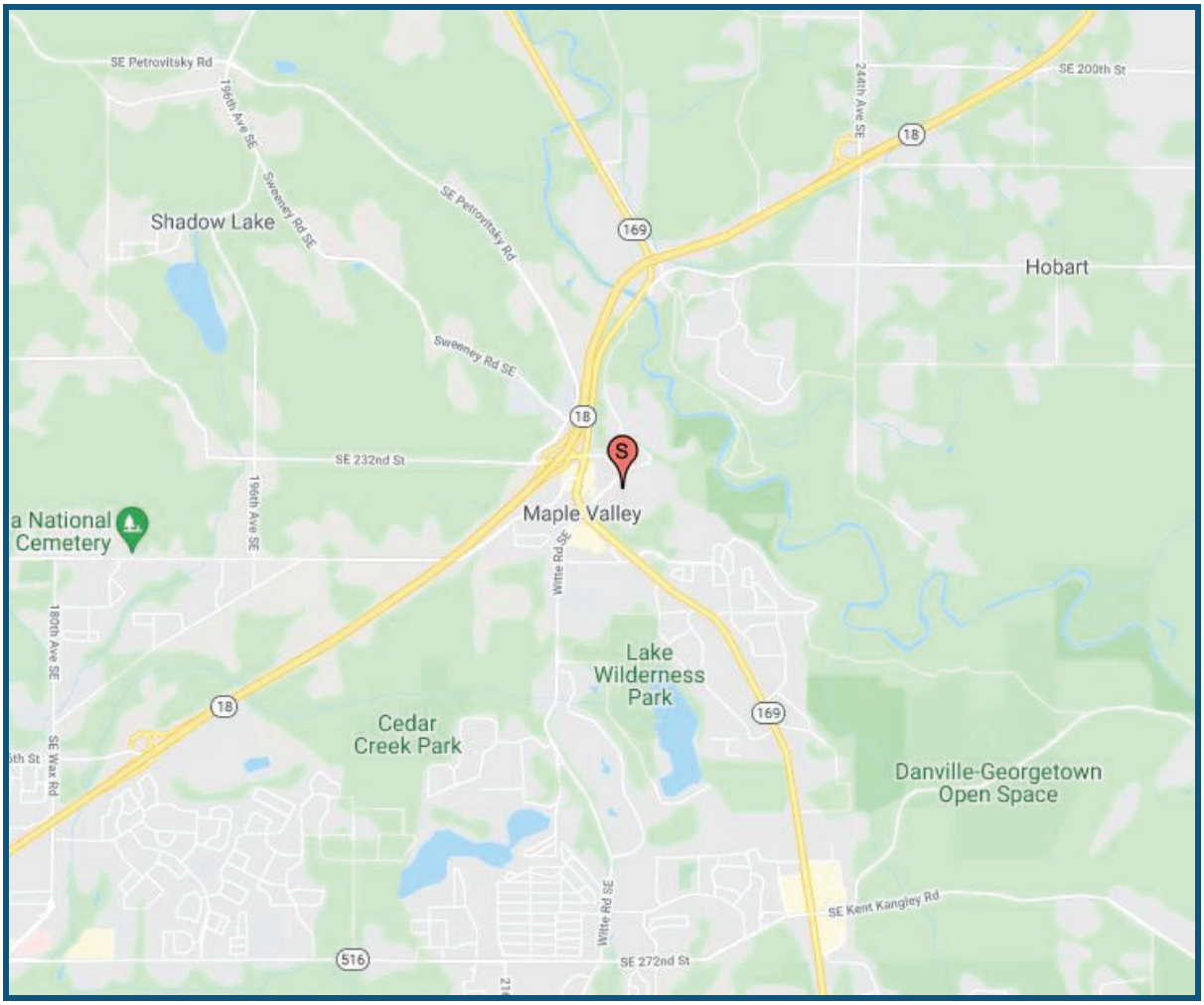
Market Value - Before Condition	$19,307,574
Market Value - After Condition	$18,808,881
Difference Between Before and After Values	*$498,693*
Rounded	**$500,000**

Date of Valuation:	May 4, 2021
Appraisers:	S. Murray Brackett, MAI Christina J. Lovell, Associate Appraiser
File:	21-0129-002

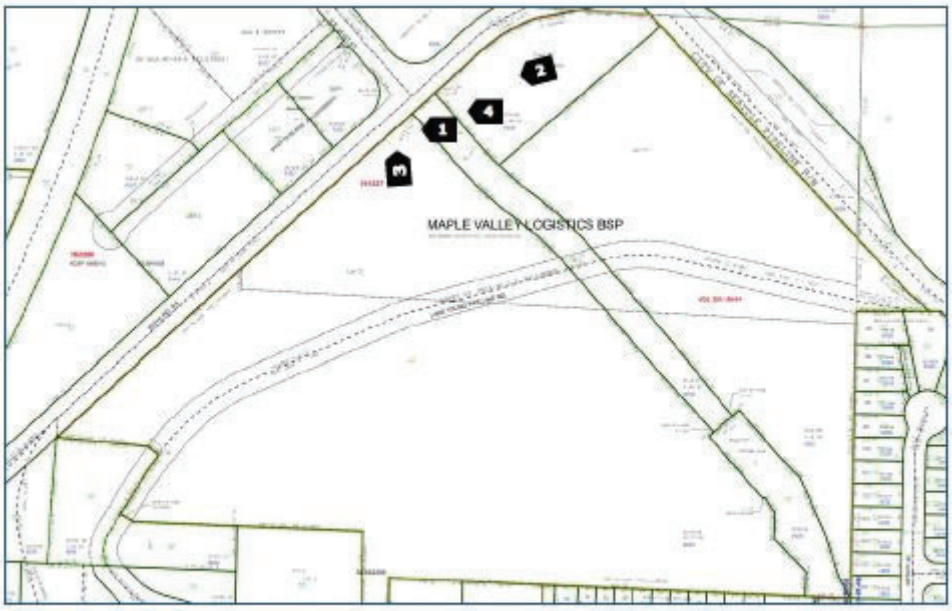
Subject Aerial



Location Map



Subject Photographs with Camera Angles



1. Subject—facing east
2. Subject—facing northeast
3. Subject—facing southeast
4. Additional view—facing east

1



2



3

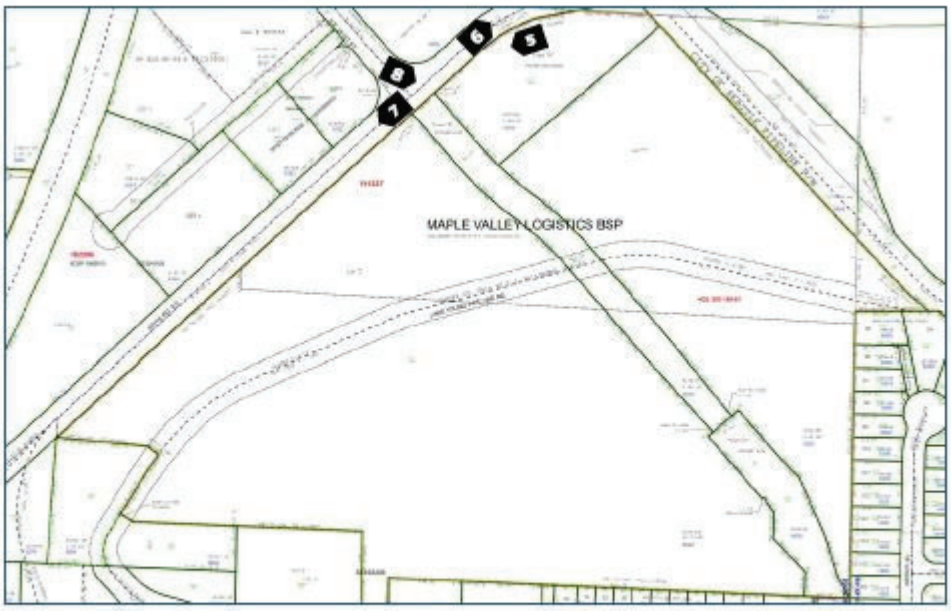


4



(All photos taken May 4, 2021 by Christina J. Lovell)

Subject Photographs with Camera Angles



5. Additional view—facing northeast
6. Street scene—facing northeast
7. Street scene—facing southwest
8. Intersection of Witte Road & 231st

5



6



7



8



(All photos taken May 4, 2021 by Christina J. Lovell)

Introduction

Identification of the Subject Property

The subject property consists of a 34-acre parcel of land which has recently completed a binding site plan process. The result of this process yielded two developable tax parcels, two future right-of-way tracts, and one storm drainage tract located at the intersection of SE 231st Street and Witte Road SE located in the city of Maple Valley. The site is located at the intersection of SE 231st Street and Witte Road SE.

Legal Description

The legal description provided by the client and prepared Stewart Title Guaranty Company is for that portion of the subject to be acquired by the City of Maple Valley (Tract C). A copy of the title report can be found in the Addenda; however, the subject, in its entirety, consists of Lots 1 and 2, Tracts A, B, and C, Maple Valley Logistics Binding Site Plan 1910-001, Recorded under recording no. 20201202001211.

10-Year History and Ownership

As required by UASFLA, sales within the past 10 years must be reported and analyzed, and the last sale, regardless of date, must be reported. The title report provided by the client indicates R & H Mining, LLC, as the vested owner of the subject property; however, according to county records and our discussions with the property owner representative on-site, the subject property was acquired by Special Warranty Deed dated December 8, 2020 and recorded under recording number 20201211001296. There have been no other conveyances within the last 10 years.

Prior Appraisal

None.

Listings, Offers and Contracts

To our knowledge, the subject property is not currently listed for sale; however, it is our understanding that the finished site and building will be purchased by Amazon, though the final purchase price was not provided.

Intended Use, Users, and Client

The intended use is to assist the client by evaluating the proposed acquisition of the land identified as Tract C of the subject property. The client in this assignment is the City of Maple Valley c/o Contract Land Staff, LLC, and the intended user in this assignment is the client and no others.

Date of Inspection/Valuation

A letter was mailed to the property owner on April 30, 2021, indicating the intent to inspect the subject property for the proposed acquisition. The appraisers met with the property owner representatives Jeff Thomas, of JR Hayes, and Kelly Richardson, of Rowley Properties at the subject property on May 4, 2021. Due to ongoing construction, the appraisers inspected the subject from the abutting right-of-way. Also present at the inspection was

Jesse Ray, of Contract Land Staff, and Katy Brackett, Research Associate with ABS Valuation. The effective date of value is May 4, 2021.

Market Value Definition

The appraisal problem (the term "Purpose of Appraisal" has been retired from appraisal terminology) is to develop an opinion of the market value of the subject property. For purposes of Federal Land Acquisitions, the definition of Market value is as follows:[1]

> *"the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property."*

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date(s) of value.

Property Rights Appraised

The property right appraised is the fee simple interest (subject to existing easements and encumbrances). The property right appraised is the fee simple interest (subject to existing easements and encumbrances). Fee simple interest is defined as:[2]

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

Leased fee interest is defined as: [3]

In appraisal practice, the lessor's, or landlord's, position is referred to as the leased fee. The rights of the lessor and the lessee are specified by contract terms contained in the lease. Although the specific details of leases vary, a lease generally provides the lessor with the following:

1. *Rent to be paid by the lessee under stipulated terms*
2. *The right of repossession at the termination of the lease*
3. *Default provisions*

In appraisal practice, the lessor's interest in a property is considered a leased fee regardless of the duration of the lease, the specified rent, the parties to the lease, or any of the terms in the lease contract.

An easement is defined as follows: [4]

---

[1] Uniform Appraisal Standards for Federal Land Acquisitions, 2016 page 10.
[2] From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 60.
[3] From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 62.
[4] From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 64.

> *An interest in real estate that transfers use, but not ownership, of a portion of an owner's property. Easements usually permit a specific portion of a property to be used for identified purposes…*

This definition may be expanded as:

> *…the right to perform a specific action on a particular parcel of property, or portion thereof, by the grantees who do not hold the underlying fee.*[5]

The easement rights appraised herein are based upon the value of the Fee Simple interest.

Scope of the Appraisal

This appraisal fulfills the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Uniform Standards of Federal Land Acquisitions (UASFLA – Yellow Book), and the Code of Professional Ethics of the Appraisal Institute. The appraisal assignment included on-site inspection of the subject parcel; evaluation of local and regional economic conditions; analysis of market supply and demand; determination of highest and best use; and preparation of value estimates by the relevant approaches to value. Typical valuation methods include the sale comparison approach, cost approach, and income capitalization approach. The scope of this appraisal involves the sales comparison approach with respect to the underlying land. In appraising the subject property, the appraisers did the following:

- Researched CoStar, Metroscan, CBA and/or NWMLS, King County databases.
- Researched ABS Valuation's existing database.
- Confirmed all comparables with sellers, buyers, agents, and/or public records.
- Inspected the subject property and all comparable sales.
- Reviewed all documents as cited throughout this report.

The proposed acquisition is effectively the acquisition of land which was established for future public right-of-way. Though the binding site plan does provide some level of entitlement, that same plan essentially transfers the primary value of the subject land into Lots 1 and 2 which are the developable sites, leaving "nominal" value in Tracts A through C. As such, at the direction of the client, we have analyzed the subject property as ready-to-build land, without entitlement despite the presence of a binding site plan. Please see the following discussion regarding hypothetical conditions.

Extraordinary Assumptions/Hypothetical Conditions

An Extraordinary Assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraisers' opinions or conclusions. Other than the hazardous waste assumptions discussed below, no extraordinary assumptions are utilized in this appraisal.

A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

[5] From *The Appraisal of Real Estate*, Fourteenth Edition, 2013, Appraisal Institute, page 75.

In the case of a "Before and After" appraisal, the "After" value is based upon the hypothetical condition that the acquisition has, in fact, occurred.

The subject property is a former mineral extraction site that was recently acquired and reclaimed. It was graded to accommodate redevelopment and subsequently marketed as such. The current user is Amazon and their use is ostensibly facilitated best by the use of a binding site plan. The area in question is identified as Tract C in this binding site plan. Initially, this and other tracts were expected to be dedicated at a future date. For this assignment however, we have been requested to evaluate the property for purchase by the City. Under the BSP tract language, the future road tract would be dedicated and have little residual value. We have therefore evaluated the property without regard to the dedication requirement, but following the grading, utility and entitlement work completed by the developer. *Thus, this report reflects neither the dedication requirement nor the road use limitation as initially stated in the BSP for Tract C.*

Hazardous Waste

We have appraised the subject property "as clean" and assumed there is no environmental contamination on-site.

Personal Property

No personal property is included in this appraisal.

Marketing and Exposure Period

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 3 and 6 months, respectively, are considered reasonable and appropriate for the subject property.

The global outbreak of a "novel coronavirus" (known as COVID-19) was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The reader is cautioned and reminded that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.

Larger Parcel

According to Federal Standards requirements, a determination of the Larger parcel must be made for each appraisal. In condemnation, the larger parcel is that portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages. This is also known as the "parent parcel." In the state of Washington, unity of use is not determined by the highest and best use, but rather the current use of the property.

The subject property consists of a recently completed binding site plan containing two parcels, two right-of-way tracts, and one storm drainage tract – all of which are contiguous, owned by the property owner, and are being developed together. The site was recently acquired as a single tract for re-development. Therefore, we conclude that the subject, as described, is the larger parcel.

Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this narrative report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; UASFLA (Yellow Book), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; state, federal, and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Regional Description

Overview

The subject is located in the city of Maple Valley located in the Puget Sound region. The Puget Sound basin is a major lowland area located between the Olympic and Cascade Mountain ranges in northwest Washington State. The Puget Sound basin incorporates four counties: King, Pierce, Snohomish, and Kitsap. The city of Seattle, recognized as the hub of the Puget Sound region, is located in King County on the eastside of Puget Sound. Pierce County is adjacent to the south of King County; Snohomish County is adjacent to King County to the north; and Kitsap County is located directly west of King County across Puget Sound.

The Puget Sound region is a global center for high technology. Seattle continues to be ranked as one of the most desirable cities in which to live and do business. The region has a solid economic base, which continues to lead the growth in high-tech industries globally. However, with all the attention and growth come the typical problems of congestion, environmental contamination, and depletion of natural resources. Puget Sound, like most metropolitan areas, is squarely facing the challenge of striking a balance between economic growth and the preservation of its quality of life.

The Puget Sound region offers diverse economic opportunities and the best of social, governmental, and health services. The area has an array of cultural, entertainment, and recreational opportunities. The city of Seattle has a professional ballet, opera, and symphony and several live theatrical companies. Public and private joint ventures were successful in constructing Safeco Field (now T-Mobile Park) and Century Link Field (now Lumen Field) providing new homes for professional baseball, football, and soccer teams which continue to shape the "SODO" neighborhood, south of Seattle's Central Business District (CBD).

The region supports several state universities and colleges, and numerous private and community colleges. The University of Washington, founded in 1851 and located in Seattle, is one of the largest universities on the West Coast. It is also one of the most highly respected and productive research centers in the country, garnering international attention for achievements in fields such as medicine and physics. Seattle ranked No. 1 on the list of cities with the highest percentage of bachelor's degree holders.

Transportation

Growth in the Puget Sound region has resulted in the Seattle area becoming one of the most traffic-congested regions in the nation. To alleviate congestion, the Regional Transit Authority (Sound Transit) was formed and has completed construction of a high-capacity light rail transit system between the University District, downtown Seattle and Sea-Tac International Airport and while continuing to study long-range growth and transportation

strategies for central Puget Sound. Major expansions and revisions are either proposed, underway, or completed on Interstate 405 (I-405), the primary north/south arterial serving the Eastside's high-tech corridor, as well as to the University of Washington, just north of downtown.

Sea-Tac International Airport is one of the busiest airports in the nation for passenger service. The airport is nearing completion of terminal upgrades and renovations in order to accommodate the roughly 860 aircraft operations per day. While the current renovations have alleviated some of the problems with respect to over-capacity, the Port of Seattle is continuing with its 10-year, $2 billion project in order to help the airport better provide services into the next century. In addition to Sea-Tac, the region has jumbo-jet capable airports in south Seattle (Boeing Field) and Everett (Paine Field), both sites of significant Boeing activity.

The Port of Seattle and Port of Tacoma are major marine shipping facilities. Together the two ports represent the country's second largest load center for containerized cargo. In order to capture their share of the future container traffic, which is projected to grow by an average of 4.1% per year annually over the next 20 years, the two ports have completed major expansions which have consumed most of the land readily available.

Employment

King, Pierce, Snohomish, Skagit, and Thurston counties are the most populated counties within Washington State and comprise what is commonly referred to as the central Puget Sound Region. Two-thirds of the total jobs in the Puget Sound region are located in King County. Roughly one-half of King County's jobs are located in the city of Seattle. Continuing growth in the region has made the political lines separating the counties increasingly artificial. The labor force often travels from Pierce and Snohomish Counties across county lines to their place of employment; only slightly more than half the King County labor force actually resides in the county.

In the central Puget Sound metropolitan area, aircraft manufacturing by the Boeing Company is significant, but is slowly becoming less of a factor, due to the diversification of the regional economy through an increase in high technology companies. Additionally, the grounding of Boeing's 737 MAX and its decision to shift some manufacturing (787) to South Carolina is expected to decrease the company's presence in the Puget Sound area. Amazon has grown to be just as important to Seattle employment as Boeing. In addition to Amazon, the region is also headquarters to several top U.S. companies, including Microsoft, Weyerhaeuser, Paccar, Burlington Resources, Nordstrom, Safeco, Starbucks, Alaska Airlines, and Costco Wholesale. Newer additions to the area include internet-based companies Adobe and Real Networks, as well as a growing presence from Facebook and Google. Employment in the Puget Sound metropolitan area has historically been strong relative to the rest of Washington State and nationwide. However, the Covid-19 pandemic has resulted in a significant increase in unemployment claims nationwide as most states, Washington included, have issued shelter-in-place orders requiring that all non-essential businesses close, and have employed a "phased" reopening approach which is dependent upon the number of Covid cases and hospital capacity, among other factors. The following table shows unemployment trends through the end of April 2021. As shown, unemployment peaked in April/May as the initial shelter-in-place order took hold.

2020/2021 Unemployment Data

	2020										2021			
	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
United States of America	4.5%	14.7%	13.3%	11.2%	10.2%	8.4%	7.9%	6.9%	6.7%	6.7%	6.3%	6.2%	6.0%	6.1%
Washington State	5.3%	16.3%	12.5%	10.8%	10.8%	9.1%	8.0%	7.0%	6.7%	6.3%	6.0%	5.6%	5.5%	5.5%
Seattle-Tacoma-Bellevue	5.5%	16.6%	15.3%	10.0%	9.3%	7.9%	7.5%	5.2%	5.0%	7.2%	6.7%	5.9%	6.0%	5.7%
King County	5.6%	14.9%	14.4%	9.6%	8.3%	7.2%	6.9%	4.7%	4.4%	6.8%	6.3%	5.4%	5.5%	5.2%
City of Maple Valley	5.6%	16.4%	11.7%	9.1%	7.8%	6.5%	6.2%	5.9%	5.8%	5.5%	6.0%	5.1%	5.3%	5.0%

(Bureau of Labor Statistics - national and state seasonally adjusted)

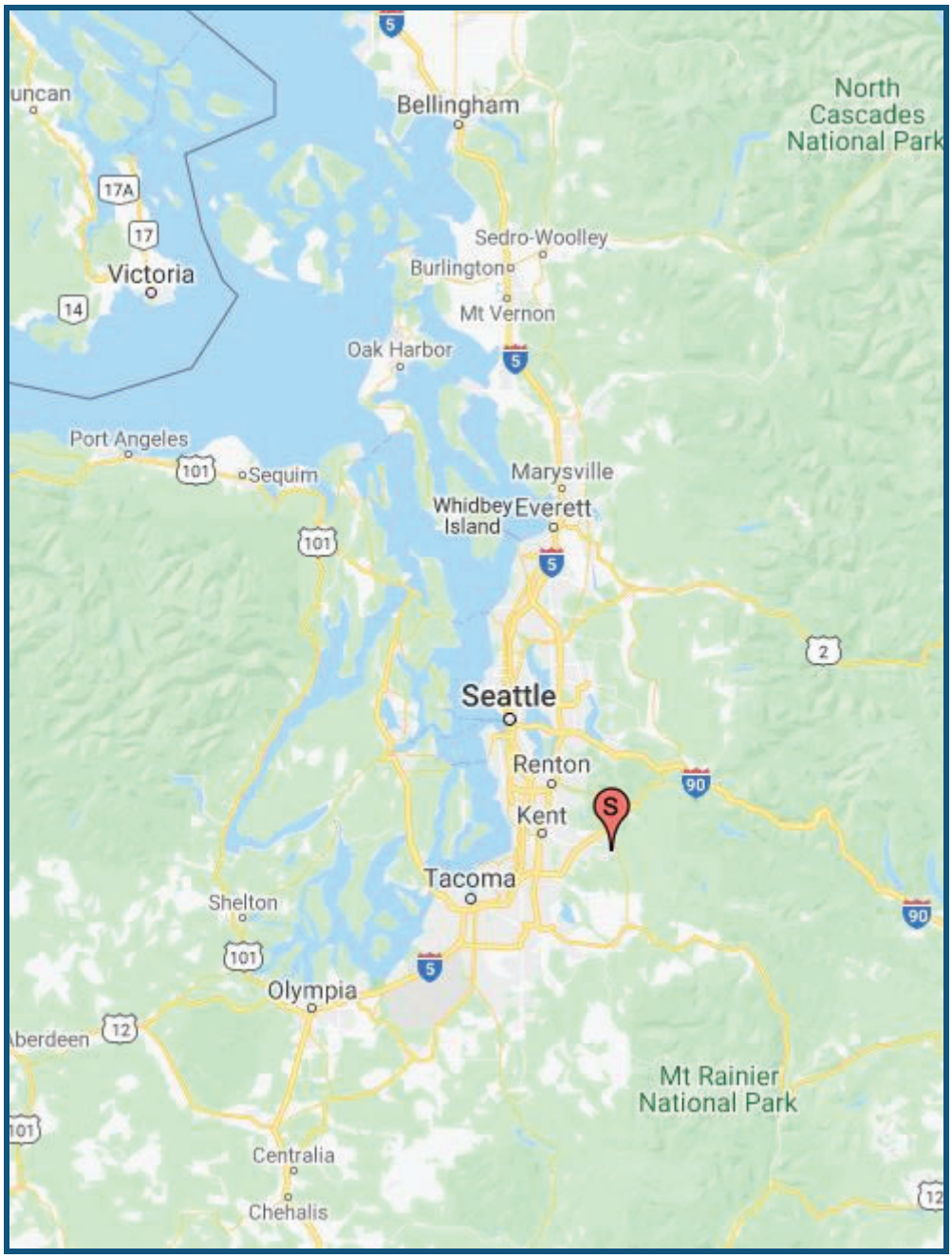
The Puget Sound region's unemployment rate has remained relatively strong as compared to many other states across the nation – some of which can be attributed to the strong technological sector and its relative ease to a work-from-home model. The City of Maple Valley's unemployment rate has reached pre-pandemic levels. Though the region continues to face many Covid-related employment challenges – particularly in the hospitality and service industries – the Puget Sound metropolitan area is expected to emerge from the pandemic in a relatively good position when compared to other parts of the country and state.

Conclusion

The central Puget Sound region is home to Boeing, Microsoft, Amazon, and other major companies, as well as numerous high-tech, bio-tech and internet-based companies. The area is also highly desirable as a place to live due to its numerous recreational opportunities, physical features and relatively strong employment. Furthermore, it consists of a major shipping center associated with its location on the Pacific Rim.

The Central Puget Sound area continues to exhibit continued stable growth. Moving forward, various forecasters anticipate that the Puget Sound region will continue to outperform the nation over the next few years. Furthermore, long term growth in the local economy is expected due to continued diversification of businesses and continued growth and stability from large firms other than Boeing, such as Microsoft, Starbucks, and Amazon. These factors, coupled with the high quality of life in the area, and continued decrease in the supply of readily developable land, provides support for stable and increasing real estate values over the long term.

REGIONAL MAP



Neighborhood Description

The subject is located in the city of Maple Valley with a current population estimated at 26,587, while services can also be found in nearby Covington and Renton, which is also likely the favored employment center for the area. Maple Valley was incorporated on August 31, 1997 and encompasses approximately 5.8 square miles. According to the information above, the 2019 estimated population is approximately 26,587. The city is mostly residential but there are various stores, restaurants, and as stations within the area, and efforts to bring in additional employment opportunities within the city. Maple Valley also features multiple parks and recreation opportunities with two developed parks, three lakes, two golf courses, and several miles of trails in the area.

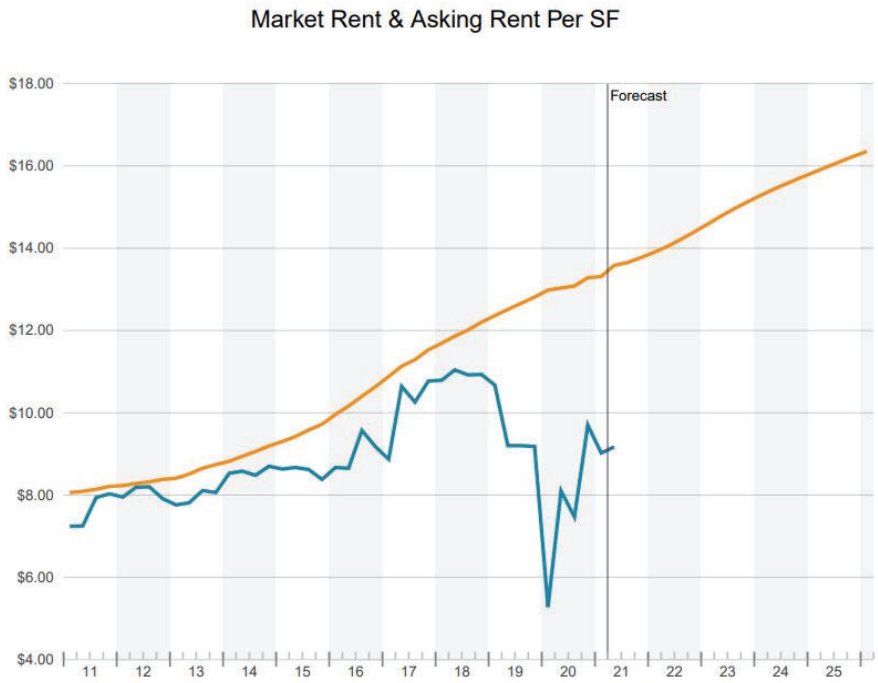
In terms of transportation, Highway 18 is convenient for access to the employment areas of Auburn, Kent and Tacoma, but the area is primarily reliant on SR-169, which is heavily impacted by the continued residential growth in the Maple Valley and Enumclaw areas. This has presented ongoing challenges to the traffic system. Traffic volumes on the highway have increased substantially over the last decade and in response the highway was designated a "Highway of Statewide Significance." Projects are underway in several places, widening the route to 4-6 lanes, and improving intersections. In addition, large retail shopping centers have been developed or enlarged at Four Corners, as well as areas to the south towards Black Diamond.

Immediate Neighborhood

The area surrounding the subject is suburban consisting of single-family residential uses.

Industrial Market

The subject property is located in Maple Valley which lies within the East King County Industrial market. In general, the industrial market throughout the region has remained strong with low vacancy rates and increasing rents/values. Vacancy in East King County is low, at 1.8%, which is a decrease from the prior period at 2.8%. Market rent per square foot averages $13.52 per square foot for industrial space, and the market sales price per square foot is $213, an increase from the $201 reported the prior period. Cap rates for industrial space are also low at 5%. In general, the industrial market in outlying areas, such as Maple Valley, Redmond, and parts of Snohomish County have seen growth as rents in close-in markets such as south Seattle see exponential increases and drive users to seek more affordable alternatives. CoStar forecasts increasing market rents and low vacancy in the near-term.



(Source: CoStar Analytics)

Retail Market

Covid-19 has resulted in challenges for the retail market; however, as vaccination rollout continues, more retail businesses have been able to open to greater capacity. King County saw vacancy increase by 17 basis points, and total available space increased 15 basis points. The rise is vacancy was muted by retail properties sold for redevelopment and removed from inventory and rent relief from lessors. Without concessions, tenant failures would be higher. The impacts of Covid-19 will continue to be felt through 2021. In the East King County market, however, the vacancy rate is somewhat lower than the region as a whole, at 2.3%. Cap rates in this submarket averaged 5.9% and market rents averaged $26.92 which was an increase over the prior period. CoStar projects that rents will remain stable through 2021 before trending upward in 2022.



Overall, the retail market in East King County is strong relative to the region as a whole.

(Source: CoStar Analytics; Kidder Mathews Retail Market Report)

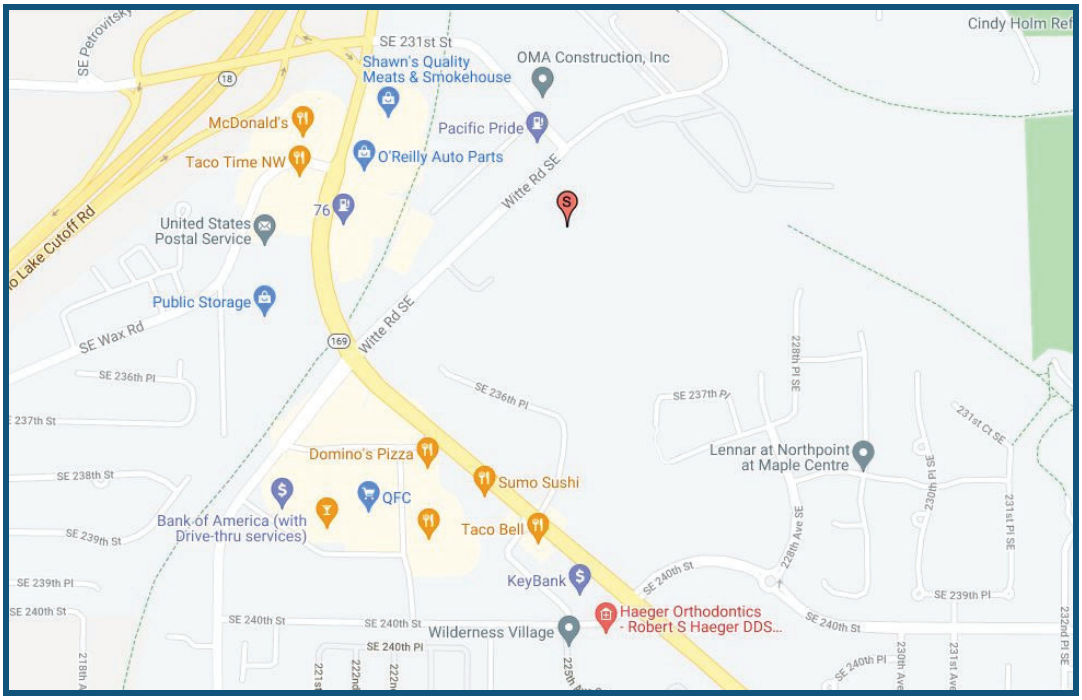
Office Market

The office market in East King County showed a nominal decrease in the market sales price per square foot from $354 to $352 per square foot. Market rents decreased slightly from $34.93 to $34.48 per square foot, and the vacancy rate increased from 1.5% to 2.7%. Cap rates remained unchanged from the prior period at 6.1%. While some uncertainty remains regarding the office market given a shift to a work-from-home model for many employers, smaller town offices as one would find in Maple Valley and neighboring communities is likely to remain somewhat insulated from that relative to larger cities with abundant supply such as Bellevue or Seattle.

Conclusion

The subject's location provides for a relatively suburban lifestyle yet offers a reasonable commuting distance to commercial centers such as Renton and Bellevue. The Puget Sound is well positioned to rebound relatively quickly from the Covid-19 crisis relative to the rest of the state and country.

NEIGHBORHOOD MAP



Factual Data

Description of the Subject Property

Site

The subject consists of a binding site plan consisting of two tax parcels, two future right-of-way tracts, and one storm drainage tract located in the city of Maple Valley. The subject totals 34.10 acres (1,485,198 square feet).

Topography

The majority of the subject has been graded for construction of a distribution warehouse; however, steep slopes remain along the east property line. The property is at or above the grade of Witte Road SE.

Access

The subject property is located at the intersection of SE 231st Street and Witte Road SE. Access will be from Witte Road SE, a public right-of-way, and is considered average.

Sensitive Areas

We have not been provided with a critical area report for the subject; however, according to King County iMap, there are no sensitive areas impacting the subject property, though the topographical map indicates the presence of steep slopes.

FEMA Flood Data

FEMA Flood Map Number: 53033C1018G, 08-19-2020

The subject lies in Zone X which is the flood insurance rate zone that corresponds to areas outside the 1% annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone and insurance purchase is not required.

Soils

We have not been provided with a Soil study relating to the subject. Based on our review of the USDA Soil survey, the subject contains Everett very gravelly sandy loam of 0% to 8% slopes, 8% to 15% slopes and 15% to 30% slopes. These soils are somewhat excessively drained with no flooding or ponding common and are typically used for livestock grazing, timber production, and urban development. The subject also contains "Pits" soils which are very deep, poorly drained soils that formed in fine-textured alluvium weathered from extrusive and basic igneous rocks. These soils are typically found on flood plains and in basins with slopes ranging from 0% to 5%.

We refer the reader to the accompanying soil identification map.

Easements and/or Encumbrances

We were provided a title report by the client dated April 1, 2021, and prepared by Stewart Title Guaranty Company. This title report lists the following items of note:

Item 5: Item pertaining to the question of ground water contamination, non-issuance or non-renewal of any applicable state or county permits for extraction, reclamation or processing the products or the exercise of quarrying, surface or subsurface mining. As noted above, we have assumed no hazardous substances exist in the subject property. Should evidence be provided to the contrary at a future date, we reserve the right to modify our opinion of value.

Item 8: Easement for Mining Impact and Continuation of Noise, Dust, Odors and Covenants running with the Burdened Property. This document establishes an easement over a neighboring property relating to noise, dust and odors emanating from the former use of the property, which was a gravel pit and wash plant.

Item 9: Encroachment of a fence.

Items 11-12: Matters relating to the binding site plan.

The remaining items are typical and include standard exceptions, such as standard utility easements, an easement for retaining wall, mineral rights' reservations, and property taxes.

Timber/Minerals

As required by federal standards, we have reviewed the property with respect to potential mineral deposits and timber value. The subject is a former gravel and sand pit which is being redeveloped. We assume there are no mineral deposits of value on the subject site. There is no timber.

Utilities

The subject property has access to all public utilities.

Zoning

The subject is located within the jurisdiction of the City of Maple Valley. It is zoned REC – Regional Employment Center with the following summary taken from the Maple Valley Municipal Code:

City of Maple Valley	REC
Minimum Street Setback (ft.)	10
Minimum Interior Setback (ft.)	20
Impervious Surface (%)	80
Maximum Building Height (ft.)	45-85
Maximum Density (du/ac)	N/A

With regard to the maximum building height, the code states the following:

"Structures, or those portions of structures, within 50 feet of Residential zones shall not exceed 35 feet in height," and

"Structures dedicated to manufacturing, education/vocational, and office uses may be allowed up to 85 feet in height subject to the following restrictions:

a. On sites of 10 acres or more; and

b. The required setbacks from residentially zoned properties shall be 20 feet and increased three feet horizontally for each foot of building height exceeding 35 feet; and
c. The required landscape buffers shall be increased 0.25 feet (three inches) for each foot of building height exceeding 35 feet."

Permitted uses include office, retail, personal services, health clubs, hotel/motel, restaurants, vehicle repair, nursery, lumber yard, light manufacturing, warehouse/distribution, winery, college/vocational, and performing arts center, to name a few.

Assessed Value and Real Estate Taxes

Assessed values and real estate taxes for the subject are as follows:

2021 Assessed Value & Taxes

Tax Account	Land	Improvements	Total	Taxes
511327-0010	$2,305,284	$0	$2,305,284	$13,802
511327-0020	$5,131,116	$0	$5,131,116	$30,721
511327-0030	$1,000	$0	$1,000	$12
511327-0040	$1,000	$0	$1,000	$12
511327-0050	$1,000	$0	$1,000	$12
Total	**$7,439,400**	**$0**	**$7,439,400**	**$44,559**

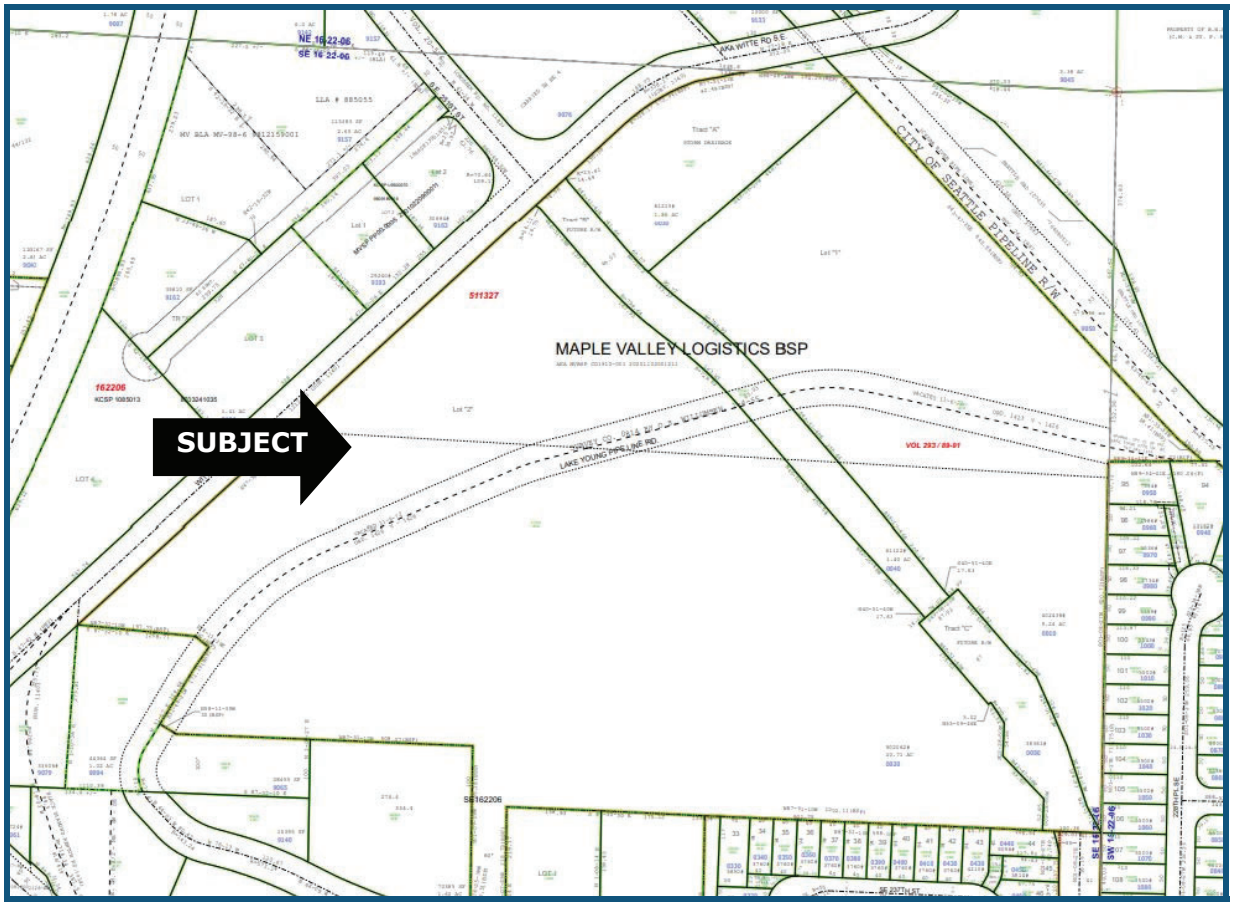
Summary of Site Characteristics

The subject consists of a binding site plan including two parcels, two future right-of-way tracts, and one storm drainage tract and totals 34.10 acres (1,485,198 square feet). The site is a former gravel and sand pit and is in the process of being redeveloped into a distribution warehouse with parking. There are no critical areas indicated on King County iMap; however, the topographical map identifies steep slopes on the east side of the subject property. According to the property owner and developer representative, the subject site required utility extensions, 130,000 yards of fill, and extensive grading at a cost of between $4,500,000 to $5,000,000 total for the site to be suitable for construction.

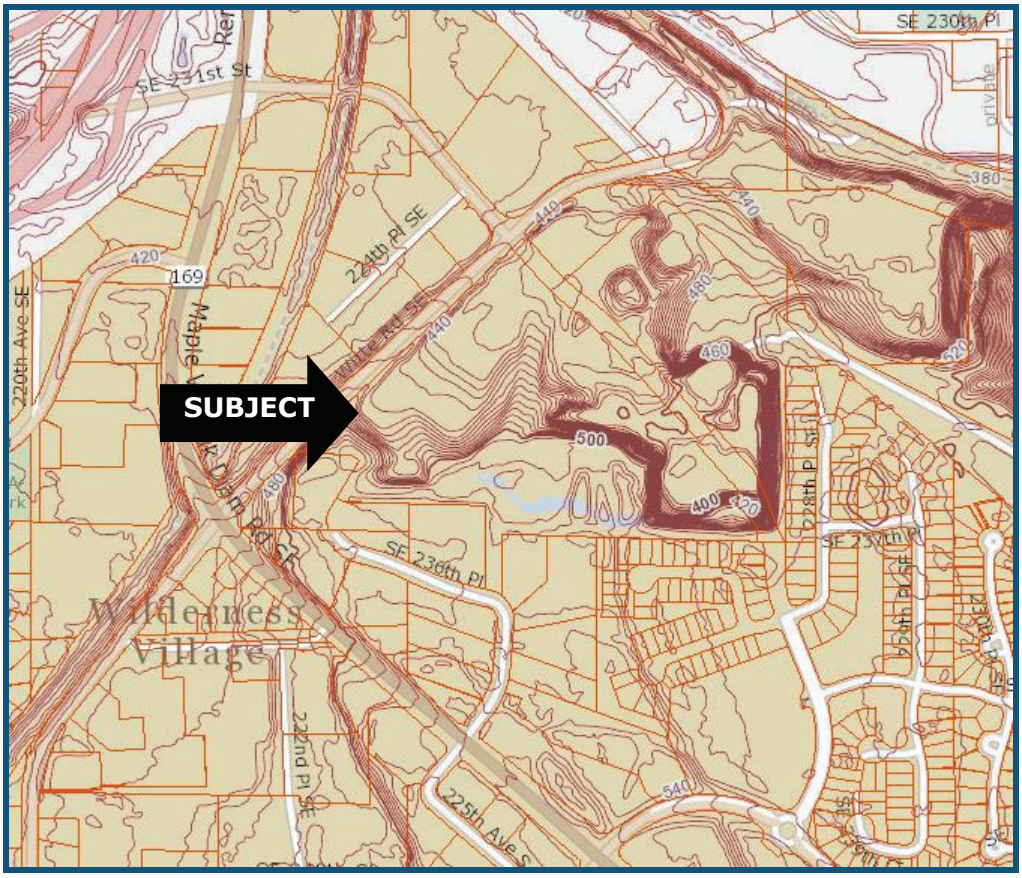
Description of Improvements

A concrete tilt-up distribution warehouse is currently under construction. The to-be-constructed improvements have been deemed unaffected by the proposed acquisition and excluded from further analysis.

PLAT MAP


SUBJECT
MAPLE VALLEY LOGISTICS BSP
CITY OF SEATTLE PIPELINE R/W
LAKE YOUNG PIPELINE RD
511327
162206
SE162206

TOPOGRAPHICAL MAP



FLOOD MAP

The flood map for the selected area is number **53033C1018G**, effective on **08/19/2020**

DYNAMIC MAP

PRINT MAP/ FIRMette

MAP IMAGE

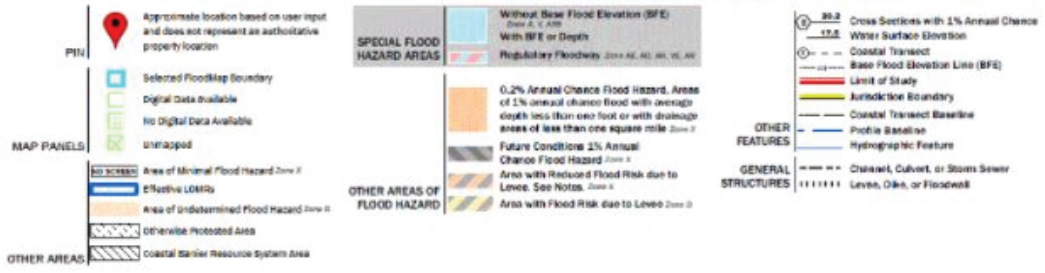
DOWNLOAD FIRM PANEL

Changes to this FIRM
- Revisions (0)
- Amendments (0)
- Revalidations (1)

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist.

Go To NFHL Viewer »

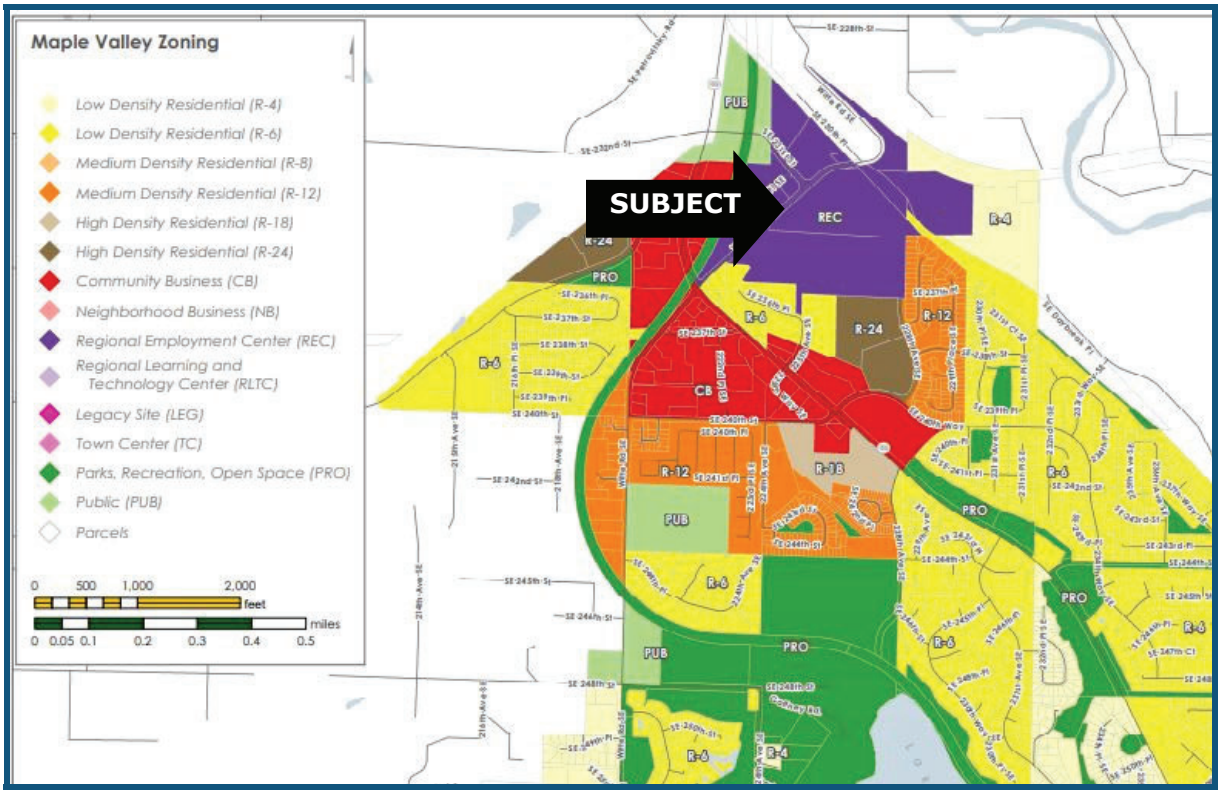




SOILS MAP


Soil Map—King County Area, Washington
EvB
EvD
EvC
PITS
EvC
Cedar River Pipeline Rd
Driveway
Wax Rd Se
Soil Map may not be valid at this scale.
Map Scale: 1:3,200 if printed on A landscape (11" x 8.5") sheet.
Meters
0 45 90 180 270
Feet
0 150 300 600 900
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84
Natural Resources Conservation Service
Web Soil Survey
National Cooperative Soil Survey
6/22/2021
Page 1 of 3

ZONING MAP


Maple Valley Zoning
Low Density Residential (R-4)
Low Density Residential (R-6)
Medium Density Residential (R-8)
Medium Density Residential (R-12)
High Density Residential (R-18)
High Density Residential (R-24)
Community Business (CB)
Neighborhood Business (NB)
Regional Employment Center (REC)
Regional Learning and Technology Center (RLTC)
Legacy Site (LEG)
Town Center (TC)
Parks, Recreation, Open Space (PRO)
Public (PUB)
Parcels
0 500 1,000 2,000
feet
0 0.05 0.1 0.2 0.3 0.4 0.5
miles
SUBJECT
REC
R-4
R-24
PRO
R-6
R-12
R-18
CB
PUB

Highest and Best Use

Highest and best use is defined as: [6]

> *The reasonably probable use that produces the most benefit and highest land value at any given time.*

A determination of highest and best use is guided by the following parameters: 1) physically possible; 2) legally permissible; 3) financially feasible; and 4) maximally productive. Highest and best use is analyzed both on an as vacant and as improved basis.

As If Vacant

Physically Possible. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences have been considered. Physically, the subject consists of 34.10 acres. Although no critical areas were noted on King County iMap, the topographical map indicates steep slopes along the east property line. The remainder of the subject is partially graded and relatively level. Its shape is irregular and it has average access from Witte Road SE. All public utilities are to the site by extension as noted above. The subject was purchased as raw land and the property owner has performed significant grading and utility work. To our knowledge, there are no items of a physical nature which materially impact development of the subject property.

Legally Permissible. Legally permissible uses for the sites are largely governed by its zoning designation. As discussed above, the subject property is zoned REC – Regional Employment Center. This is a commercial zone which allows for a variety of commercial uses including office, retail, and light industrial. Residential is not permitted in this zone. There appear to be no items of a legal nature which would materially impact development of the subject.

Financially Feasible/Maximally Productive. The probable use of the subject for commercial development conforms to the general patter of land use throughout the region. We note that the site is large for many types of commercial development such as office, and we conclude the highest and best use of the subject, as vacant, to be for commercial development consistent with the underlying zone.

Analysis of Highest and Best Use as Improved

In determining the highest and best use of the property as improved, the focus is on three possibilities for the property: (1) continuation of the existing use, (2) modification of the existing use, or (3) demolition and redevelopment of the land.

As noted above, a concrete tilt-up distribution warehouse is currently under construction on the subject site. The to-be-constructed improvements have been deemed unaffected by the proposed acquisition and have not been considered further in our analysis.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property would be a developer seeking a large commercial site.

---

[6] From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 306

Valuation Methodology

Approaches Used in the Valuation Process – The valuation of land is typically obtained by proper use of four different approaches to the value conclusion: the sale comparison approach, land residual method, ground rent capitalization, and subdivision development method. These three approaches are different in character but related somewhat in the known facts they require to arrive at an opinion of value from each. The final conclusion of value is derived through a correlation process in which the appraisers weigh one approach against the other to determine the relative merits of each before coming to a conclusion.

Sales Comparison Approach to Value is a comparative technique which utilizes sales of comparable properties and analyzes them to determine an applicable sale price per unit to apply to the subject. Following an adjustment process and consideration of the most reliable sales, the sales are reconciled to indicate a value for the subject.

Direct Capitalization: Land Residual Method involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.

Direct Capitalization: Ground Rent Capitalization involves using a market derived capitalization rate and applying it to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.

Yield Capitalization: Subdivision Development Method involves using a Discounted Cash Flow Analysis (DCF), which is the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

Final Correlation and Conclusion of Value – The various indications of value from the approaches are analyzed as to how they relate to one another, as well as to the market. As indicated previously, the highest and best use of the subject, as vacant, is for commercial development, and the Sales Comparison approach is considered appropriate here.

Land Valuation – Before Condition

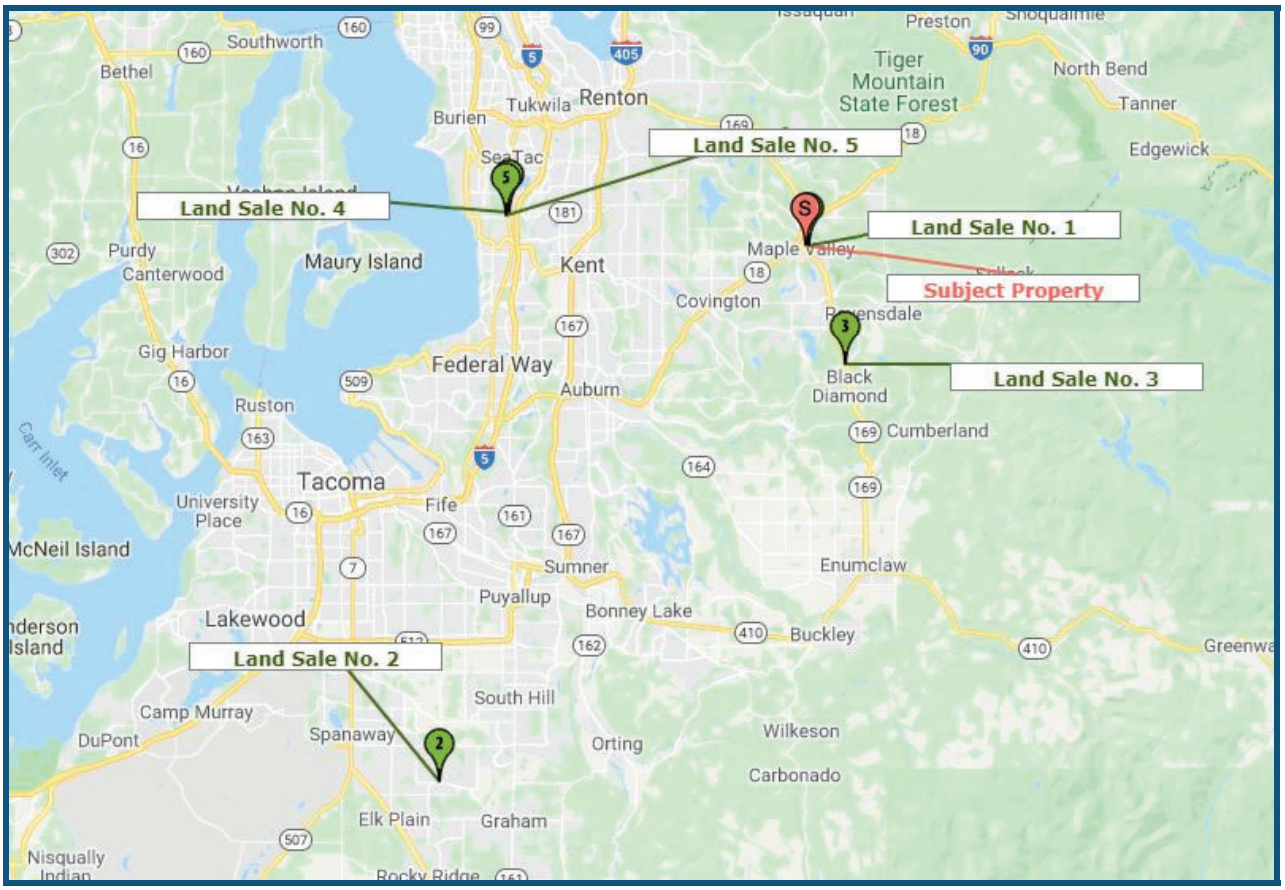
Sales Comparison Approach

We searched the subject's marketing area for sales of large tracts of commercial land. It was necessary to expand the search criteria to include sales outside of the neighborhood. We have also included the subject's recent purchase as a comparable sale for use in our analysis. The following sales are considered to be the best indicators of market value for the subject site:

Comparable Land Sales
R&H Mining Property

Sale #	Name	City	Sale Date	Analysis Price	Zoning	Gross Ac.	Gross SF	Price/ SF
1	Subject Sale *xxxxx Witte Road SE*	Maple Valley	Dec-20	$13,308,984	REC	34.10	1,485,198 sf	$8.96
2	Commercial Land *19804 Canyon Road East*	Parkland	Feb-20	$6,650,000	EC	36.83	1,604,315 sf	$4.15
3	Black Diamond Business Park Land *31109 3rd Avenue*	Black Diamond	Jul-18	$6,562,000	BP/I	31.31	1,363,864 sf	$4.81
4	Des Moines Commercial *21215 International Boulevard*	Des Moines	May-17	$9,000,000	PR-C	13.64	594,158 sf	$15.15
5	Des Moines Commercial Land *21454 24th Avenue S.*	Des Moines	May-17	$6,015,000	PR-C	8.07	351,672 sf	$17.10
	R&H Mining Property ***23226 Witte Road***	***Maple Valley***			***REC***	***34.10***	***1,485,198 sf***	

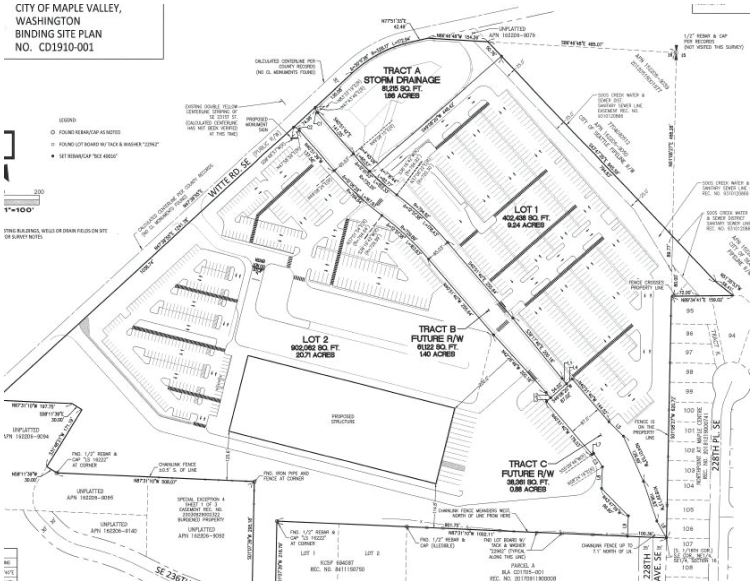
COMPARABLE SALES MAP



LAND SALE NO. 1



Aerial



Binding Site Plan

Property Identification

Property ID		10991717
Property Type		Commercial Land
Property Name		Highway 18 Corporate Center
Address		0 Witte Road SE and SE 231st Street
City, State Zip		Maple Valley, Washington 98038
County		King
Tax ID		162206-9037; -9040
Latitude and Longitude		47.392288 -122.039335

Sale Data

Seller		R&H Mining LLC
Buyer		CH Realty IX-JV Maple Valley LP
Sale Date		12-08-2020
Sale Price		$13,308,984
Analysis Price		$18,308,984
Deed Type		Special Warranty
Recording No.		20201211001296
Property Rights Transferred		Fee Simple
Financing		Cash to seller
Verified By		Christina Lovell
Verification With		Developer

Land Data

Land Size	34.09545 acres or 1,485,198 SF
Topography	Level
Access	via Witte Road SE, many potential access points

Shape	Irregular
Access	via Witte Road SE, many potential access points
Zoning Code	REC Regional Employment Center City of Maple Valley

Indicators

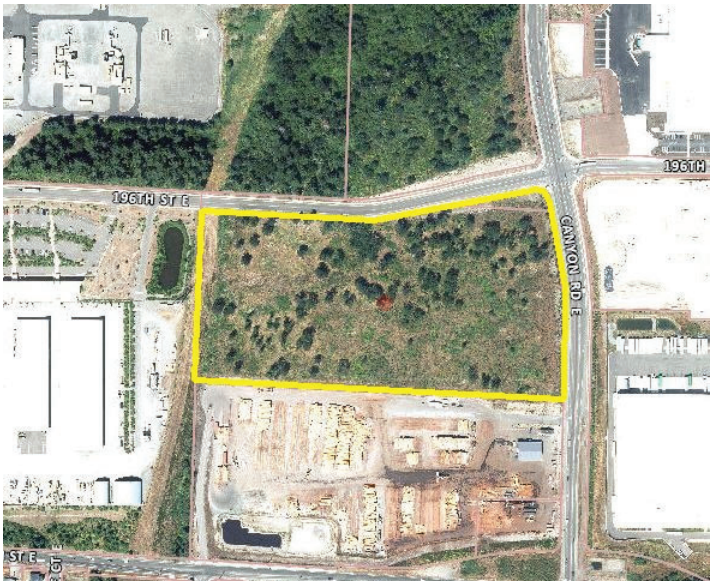
Analysis Price/Gross Acre	$536,992 per Acre
Analysis Price/Gross SF	$12.33 per SF

Property Remarks

This is the December 2020 of a 34-acre in Maple Valley along the south side of Witte Road SE, north of Maple Valley-Black Diamond Road NE, and east of Highway 18 for $13,308,984. The site was proposed for development of 2 warehouse/office buildings to be utilized as distribution centers; however, the site was purchased by Amazon for development of a distribution site. The marketed site plan was not used and Amazon opted for its own site plan including a single concrete tilt-up building, parking, future right-of-way, and storm drainage. According to the developer, the site required between $4,500,000 and $5,000,000 in site work including fill, grading and utility extensions after the purchase to prepare the site for construction. This equates to an adjusted analysis price of $18,308,984, or $12.33 per square foot of land.

Comp ID No. 10991717

LAND SALE NO. 2



19804



l2

Property Identification

Property ID	10620677
Property Type	Land
Address	19804 Canyon Road East
City, State Zip	Parkland, Washington 98446
County	Pierce
Tax ID	031801-1023; -1024

Sale Data

Seller	Miles Sand and Gravel Company
Buyer	Exeter Frederickson Land LLC
Sale Date	02-21-2020
Sale Price	$6,650,000
Analysis Price	$6,650,000
Deed Type	Bargain and Sale Deed
Recording No.	4523525
Verified By	Darin Shedd
Verification With	Scott Price - Broker

Land Data

Land Size	36.83000 acres or 1,604,315 SF
Topography	Sloped
Access	via Canyon Road
Shape	Rectangular
Access	via Canyon Road
Zoning Code	EC Employment Center Pierce County

Indicators

Analysis Price/Gross Acre $180,559 per Acre
Analysis Price/Gross SF $4.15 per SF

Property Remarks

This is the February 2020 sale of a 19.12-acre 2-parcel site along the south side of 196th Street E, on the east side of Canyon Road E, in Puyallup for $6,650,000. The property has utilities available along Canyon Road E and is zoned Employment Center by Pierce County. The site has been approved for construction of a 375,840-square-foot commercial building located in the site's southerly area with parking surrounding the building. Surrounding industrial/commercial tenants include Whirlpool, Ikea, and Boeing

Comp ID No. 10620677

LAND SALE NO. 3



Property Identification

Property ID	10625008
Property Type	Land
Property Name	Black Diamond Commercial Land
Address	31109 3rd Avenue (aka SR-169)
City, State Zip	Black Diamond, Washington 98038
County	King
Section, Township, Range	11-21-06
Tax ID	112106-9008
Latitude and Longitude	47.322243 -122.007616

Sale Data

Seller	Valasara LLC
Buyer	PK Properties, LLC
Sale Date	07-10-2018
Sale Price	$6,562,000
Analysis Price	$6,562,000
Deed Type	Statutory Warranty Deed
Recording No.	201807180001439
Property Rights Transferred	Fee Simple
Conditions of Sale	Arm's Length
Verified By	Murray Brackett
Verification With	Knowledgeable Party
Verification Date	01-04-2019

Sale Remarks

2018 purchase by a local property owner with other nearby properties. The sales price was $6,562,000 or $4.81 per square foot of land.

Land Data

Land Size	31.31000 acres or 1,363,864 SF		
Usable Land Percent & Description	100.0%	100.0%	
Topography	Level and slightly sloping		
Front Footage	Maple Valley Black Diamond Road		
Utilities	Public water, sewer, gas, and electricity		
Access	Good		
Shape	Irregular		
Drainage	Assumed adequate for site		
Access	Good		
In Flood Plain?	No		
Zoning Code	BP/I	Business Park, Industrial	City of Black Diamond

Indicators

Analysis Price/Gross Acre	$209,582 per Acre
Analysis Price/Gross SF	$4.81 per SF

Property Remarks

The site is relatively level and partially cleared. Public utilities are available to the property which has excellent commercial exposure from State Route 169 (Maple Valley Black Diamond Road), a high traffic north/south arterial roadway. The buyer has previously purchased several nearby lots of smaller size and different zoning. An older concrete block automotive service building has interim value only.

Comp ID No. 10625008

LAND SALE NO. 4



4


Ground View

Property Identification

Property ID	10614773
Property Type	Commercial Land
Property Name	Furney's Nursery
Address	21215 International Boulevard
City, State Zip	Des Moines, Washington 98198
County	King
Location Description	West side of Pacific Highway S., north of S. 216th Street
Tax ID	092204-9053, -9083, -9069, -9126, -9135, 9320 New Parcel # 0922049342

Sale Data

Seller	Robert E. Furney Living Trust
Buyer	DMCBP Phase IV, LLC
Sale Date	05-25-2017
Recording Date	06-01-201706-01-2017
Sale Price	$9,000,000
Analysis Price	$9,000,000
Deed Type	Statutory Warranty Deed
Recording No.	20170601001012
Property Rights Transferred	Fee Simple
Conditions of Sale	Arm's Length
Verified By	Kelsie Kim
Verification With	Bart Byrnestad - Partner with Panattoni (Buyer)
Verification Date	02-21-2018

Sale Remarks

This is the May 2017 sale of a 13.64-acre site located on the east side Pacific Highway S. in Des Moines. The property fronts on both Pacific Highway and 24th Avenue S. and consisted of 6 tax parcels. Since the sale, a boundary line adjustment has been done and is now one larger parcel. The Pacific Ridge Commercial (PRC) zone allows for a wide variety of commercial, residential, and some light industrial uses. The property has historically been operated as Furney's Nursery. It is located immediately north of a newer Safeway Strip Center. The site has a gently sloping topography. The property was purchased by Panattoni Development for assemblage with the southerly abutting parcels. The property sold for $9,000,000, or $15.15 per square foot.

Land Data

Land Size	13.64000 acres or 594,158 SF
Topography	Sloped
Utilities	Power, water, sewer available
Access	Pacific Highway S.
Shape	Rectangular
Access	Pacific Highway S.
Zoning Code	PR-C Pacific Ridge Commercial Des Moines

Indicators

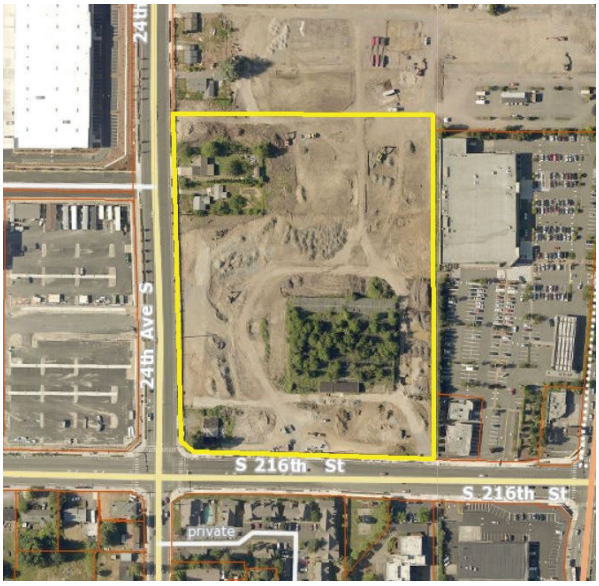
Analysis Price/Gross Acre	$659,824 per Acre
Analysis Price/Gross SF	$15.15 per SF

Property Remarks

This is the May 2017 sale of a 13.64-acre site located on the east side Pacific Highway S. in Des Moines. The property fronts on both Pacific Highway and 24th Avenue S. and consisted of 6 tax parcels. Since the sale, a boundary line adjustment has been done and is now one larger parcel. The Pacific Ridge Commercial (PRC) zone allows for a wide variety of commercial, residential, and some light industrial uses. The property has historically been operated as Furney's Nursery. It is located immediately north of a newer Safeway Strip Center. The site has a gently sloping topography. The property was purchased by Panattoni Development for assemblage with the southerly abutting parcels. The property sold for $9,000,000, or $15.15 per square foot.

Comp ID No. 10614773

LAND SALE NO. 5



5


Ground View

Property Identification

Property ID	10622583
Property Type	Land
Address	21454 24th Avenue S.
City, State Zip	Des Moines, Washington 98198
County	King
Tax ID	092204-9003 (new parcel # 092204-9399)
Latitude and Longitude	47.409157 -122.301105

Sale Data

Seller	The Estate of Yoshikatsu Ono et. al
Buyer	DMCBP PHase IV, LLC
Sale Date	05-15-2017
Recording Date	05-15-201705-15-2017
Sale Price	$6,015,000
Analysis Price	$6,015,000
Deed Type	Statutory Warranty Deed
Recording No.	20170515000300
Property Rights Transferred	Fee Simple
Conditions of Sale	Arm's Length
Verified By	Kelsie Kim
Verification With	Bart Byrnestad - Partner at Panattoni (Buyer)
Verification Date	02-21-2018

Land Data

Land Size	8.07328 acres or 351,672 SF
Topography	Level

Utilities	Power, water, sewer available		
Access	via 24th Avenue S.		
Shape	Rectangular		
Access	via 24th Avenue S.		
Zoning Code	PR-C	Pacific Ridge Commercial	City of Des Moines

Indicators

Analysis Price/Gross Acre	$745,051 per Acre
Analysis Price/Gross SF	$17.10 per SF

Property Remarks

This is the May 2017 of an 8.07-acre parcel located on 24th Avenue S., west of Pacific Highway S., adjacent to the Safeway grocery store and the FAA Regional Headquarters currently under construction in the Des Moines Creek Business Park. The property was the former Ono Nursery and has a gently sloping topography. Since the sale, a boundary line adjustment has been done and is now under a new parcel number (092204-9399). The property is zoned PR C. The property was purchased by Panattoni Development for assemblage with the northerly abutting parcels and a large office building will be developed. The property sold for $6,015,000, or $17.10 per square foot.

Comp ID No. 10622583

Discussion of Sales, Adjustments and Conclusions

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. In this case, our analysis is based on price per square foot.

Transactional Adjustments

Transaction adjustments include: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the application of the market conditions and property adjustments, are discussed as follows.

Analysis prices range widely from $4.15 to $17.10 per square foot, prior to adjustment for various factors. In comparison to the subject, the sales have been adjusted for difference in market conditions, location, and a variety of physical characteristics. Certain adjustments will be discussed in additional detail in this section. The first category of adjustments includes rights conveyed, market conditions (time), financing, and issues relating to the interests purchased. The subsequent category of adjustments reflects the physical features and locational differences.

Rights Conveyed relates to the actual interests transferred. We note that the subject has an approved binding site plan for the current development of a distribution warehouse; however, we have analyzed the land as raw, without known entitlements, as discussed in more detail below. Each of the sales consist of the transfer of fee simple interest without known entitlements.

Conditions of Sale reflect adjustments for sales, which occurred under unusual or atypical conditions. This category is different than the adjustment for time, which will be dealt with subsequently. None of the sales require adjustment.

Discussions with the property owner/developer representative indicate that roughly $4,500,000 to $5,000,000 has been spent on fill, grading, and utilities extension in order to bring the site to a ready-to-build state. We have utilized $5,000,000, or approximately $3.37 per square foot of land to adjust Sale 1 (the subject's sale) to its current state as of the date of inspection. None of the other sales require adjustment.

The *financing* adjustments are necessary for sales that were financed with atypical terms. This includes seller financing with non-market interest rates or terms. No adjustments for financing conditions were required.

In terms of support for *market conditions* (time), we have reviewed the market in the subject's marketing area. The results of this search made clear that paired sales activity is extremely limited for large commercial tracts of land. Our discussions with brokers, developers, as well as observations of market activity lead us to conclude that the pace of sales for properties similar to the subject is characterized by relatively few sales each year. Further discussions indicate that while land values are generally increasing, development costs have increased, as well. Conditions from previous years are nonetheless considered inferior to the present, and adjustments have been made to sales older than 1 year.

Property Adjustments

We have used qualitative adjustments based on locational and physical characteristics. Physical characteristics, including differences in the location, size, intensity of use, and zoning or land use issues, are now discussed and associated adjustments are reflected in the adjustment chart as follows:

Location: Location adjustments are somewhat subjective and have been made, when appropriate, to address differences in overall appeal, proximity to major employment centers and other amenities and generally higher or lower property values in a given area. Sale 1 is the subject and required no adjustment. Sales 2 through 5 are located in areas considered inferior to the subject and upward adjustments were made, as appropriate.

Size: Because our analysis is based upon unit price (price per square foot), properties with larger square footage typically sell for a lower unit price versus those which are smaller. This is based upon the principle of economies of scale. Size adjustments have been made, where appropriate, to address significant differences in parcel size.

Site Quality: Site quality adjustments can include, but are not limited to overall appeal, access, visibility, shape and topography, critical areas, encumbering easements, and overall characteristics necessary for development. Sale 1 is the subject and received no adjustment. Sale 3 is considered relatively similar and received no adjustment. Sales 2, 4, and 5 have superior shape, access, and visibility and received downward adjustments accordingly.

Utilities: All of the sales have access to public utilities and no adjustments have been made.

Zoning/Land Use: All of the sales are located in commercial zones. The subject's zone is relatively permissive in that it allows for a number of commercial and light industrial uses, though we note multi-family residential is not permitted. Sales 2 and 3 are located in zones that are less permissive than the subject with fewer allowable uses. Sales 4 and 5 allow mixed-use development including a multi-family residential component and received downward adjustments accordingly.

The following chart summarizes the adjustments discussed above.

Adjustment Chart
R&H Mining Property

		Transacitonal Adjustments							Physical Adjustments					
Sale	Sales Price	Rights Conveyed	Conditions of Sale	Financing	Exp. Aft. Sale	Market Cond.		Interim Indicator	Location	Size	Site Quality	Utilities	Zoning/ Land Use	Cumulative Indication
1	$8.96	0	0	0	$3.37	0	=	$12.33	No Adj.	No Adj.	No Adj.	No Adj.	No Adj.	Similar
2	$4.15	0	0	0	0	0	=	$4.15	Inf(+++)	No Adj.	Sup(--)	No Adj.	Inf(+)	Inferior
3	$4.81	0	0	0	0	Inf(++)	>	$4.81	Inf(++)	No Adj.	No Adj.	No Adj.	Inf(+)	Inferior
4	$15.15	0	0	0	0	Inf(++)	>	$15.15	Inf(++)	Sup(-)	Sup(--)	No Adj.	Sup(-)	Superior
5	$17.10	0	0	0	0	Inf(++)	>	$17.10	Inf(++)	Sup(--)	Sup(--)	No Adj.	Sup(-)	Superior

Land Value Conclusion

The analysis prices of the comparable sales range from a low of $4.15 to a high of $17.10 per square foot. After adjustment, however, Sale 1, the subject sale, is considered similar overall, while Sales 2 and 3 are *Inferior* indicators and Sales 4 and 5 are considered *Superior.* We have considered the subject's locational attributes, access to SR-169, readily

available utilities, and ability to support a large distribution warehouse in our analysis. Additionally, we have considered the subject's recent sale and completed site work in our analysis; however, we have given equal weight to the remaining 4 comparable sales which support a value of **$13.00** per square foot of land for the subject property as a building ready site.

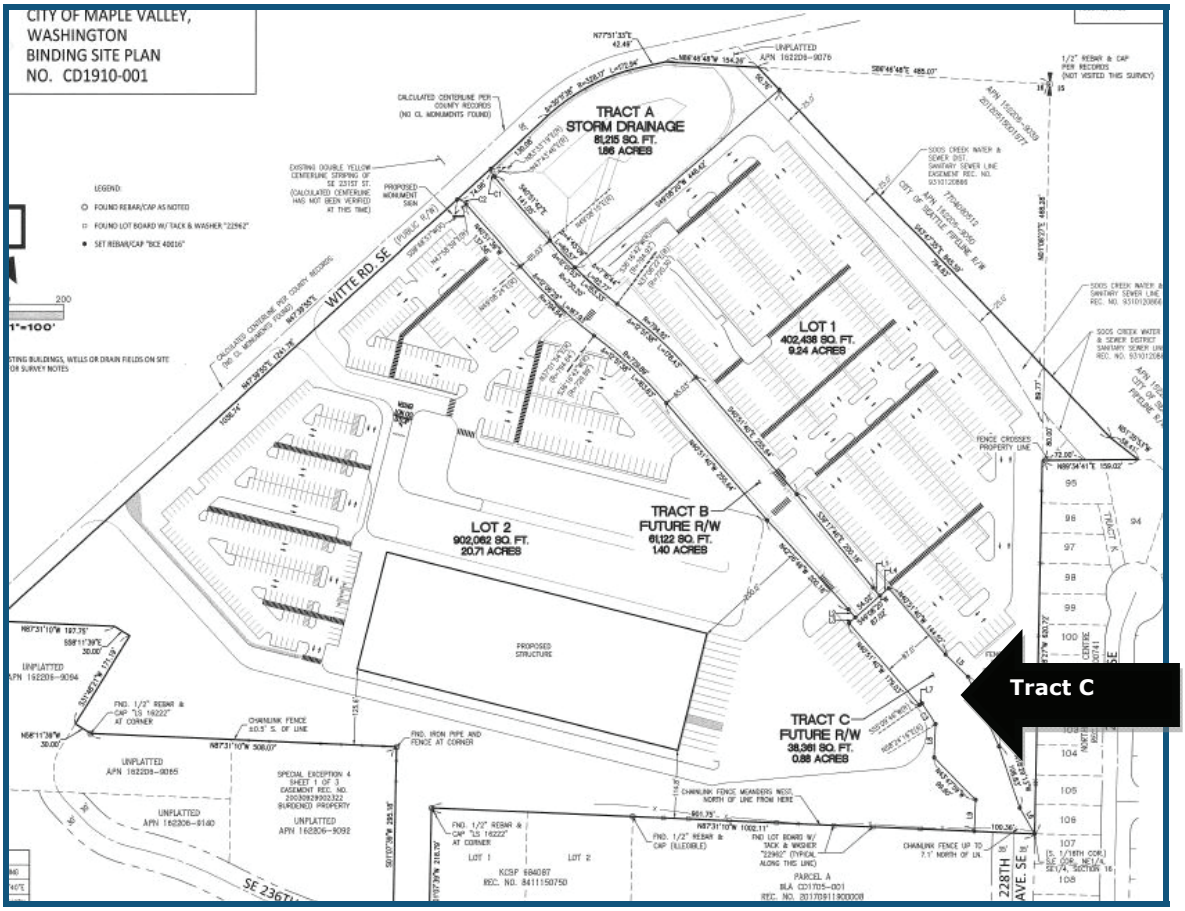
Value Conclusion - Before Condition

			Base Land Value/SF	Total Value
Market Value - Land				
	1,485,198 sf	x	$13.00	$19,307,574
			Total Value - Before Condition	**$19,307,574**

Proposed Acquisition, Remainder and Potential Damages

We have been requested to analyze the subject property assuming the conveyance of the area identified as Tract C, which, as noted previously, was initially intended as a Right-of-Way tract per the binding site plan. As noted in our Extraordinary Assumption, we have assumed no such limitations for this analysis. The to-be-acquired Tract C area is irregular in shape, and connects Tract B (also future right-of-way) to 228th Avenue SE. The acquisition area is 38,361 square feet, or 0.88 acres. The following depicts the location of the proposed acquisition within the overall site.

BINDING SITE PLAN



The proposed acquisition results in the loss of 38,361 square feet of land; however, there is no change to highest and best use of the subject property. Primary access will not change as a result, and suitable access will remain in the After condition. Thus, we conclude no damage to the remainder as a result of the acquisition.

Land Valuation – After Condition

In the After condition, the subject loses 38,361 square feet of land; however, the access to, and the highest and best use of the property remains the same. Our research of market data does not quantify a difference in price per square foot for a relatively nominal acquisition from such a large commercial tract. Therefore, the same sales used in the Before condition remain relevant here, and the land value of **$13.00** per square foot remains the same in the After condition.

Value Conclusion - After Condition

			Base Land Value/SF	Total Value
Market Value - Land				
	1,446,837 sf	x	$13.00	$18,808,881
			Total Value - After Condition	**$18,808,881**

Summary and Recapitulation

The following is a summary our Before and After conclusions:

Summary of Conclusions

Market Value - Before Condition	$19,307,574
Market Value - After Condition	$18,808,881
Difference Between Before and After Values	*$498,693*
Rounded	**$500,000**

Certification of Value

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The appraisal was developed and the appraisal report was prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions;*

   The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions;* and
9. I have made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.) The property owner or representative was given the opportunity to accompany the appraiser on the inspection.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Summary of Conclusions

Market Value - Before Condition	$19,307,574
Market Value - After Condition	$18,808,881
Difference Between Before and After Values	*$498,693*
Rounded	**$500,000**

Date of Value: May 4, 2021

S. Murray Brackett, MAI
27011-1100853

Certification of Value

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The appraisal was developed and the appraisal report was prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions;*

   The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's *Uniform Standards of Professional Appraisal Practice* and complies with USPAP's Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the *Uniform Appraisal Standards for Federal Land Acquisitions;* and
9. I have made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.) The property owner or representative was given the opportunity to accompany the appraiser on the inspection.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, I have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

Summary of Conclusions

Market Value - Before Condition	$19,307,574
Market Value - After Condition	$18,808,881
Difference Between Before and After Values	*$498,693*
Rounded	**$500,000**



Date of Value: May 4, 2021

Christina J. Lovell, Associate
27011-20101136

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.

4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing on the subject property.

5. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, and the Appraiser is not required to do so unless prior arrangements have been made.

6. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein.

7. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.

8. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

9. Possession of this report, or a copy thereof, does not carry with it the right of publication, neither all, nor part. The identity of the appraisers or reference to any professional appraisal organization or the firm with which the appraisers are connected shall not be disseminated to the public through any means.

10. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.

11. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of ABS Valuation and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein.

12. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

13. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

14. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

15. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden, or unapparent structural components within the improvements. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.

16. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction.

17. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

18. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report.

19. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.

20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the

requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

21. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

22. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

23. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser.

24. You and ABS Valuation both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If ABS Valuation and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against ABS Valuation or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by ABS Valuation for this assignment, and under no circumstances shall any claim for consequential damages be made.

25. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Addenda

Binding Site Plan
Title Report
Vesting Deed
Property Owner Contact Letter
Qualifications of Appraisers

- S. Murray Brackett, MAI
- Christina J. Lovell, Associate Appraiser

Binding Site Plan

BARGHAUSEN

LETTER OF TRANSMITTAL

TO:	Tom Bowen / Lance Ferrell	**DATE:**	November 16, 2020
	City of Maple Valley – Community Development	**SENT VIA:**	*Courier Delivery*
	22017 S.E. Wax Road, Suite 200	**PHONE NO.:**	Tom: (206) 391-8160
	Maple Valley, WA 98038	**OUR JOB:**	7124

RE: Maple Valley Logistics
CD1910-001

Quantity	Date	Description
2 Sets	11/10/20	Binding Site Plan on Mylar signed by Surveyor and Owner

The enclosed Binding Site Plans are for the City's approval signatures. Please contact me when the signed plans are ready to be picked up and recorded. Thank you.

cc: Dan Hayes, JR Hayes Corporation
Brian Mattson, Panattoni Development Company, Inc.

Signed: Jason Hubbell
Jason Hubbell, P.E.
Senior Project Engineer

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH KENT, WA 98032 P| 425-251-6222 F| 425-251-8782
BRANCH OFFICES: TUMWATER, WA KLAMATH FALLS, OR LONG BEACH, CA ROSEVILLE, CA
barghausen.com

7124t.039.doc



CITY OF MAPLE VALLEY, WASHINGTON
BINDING SITE PLAN
NO. CD1910-001

VOLUME/PAGE

MAPLE VALLEY LOGISTICS BINDING SITE PLAN

OWNER'S DEDICATION:
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS BINDING SITE PLAN TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS BINDING SITE PLAN FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS BINDING SITE PLAN AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY EITHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE AND CONVEY SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF MAPLE VALLEY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF MAPLE VALLEY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MAPLE VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF MAPLE VALLEY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MAPLE VALLEY, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS, AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

R & H MINING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: HAWES SAND AND GRAVEL, LLC., A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____
DANIEL M. HAWES, ITS MANAGING MEMBER

ACKNOWLEDGMENT:
STATE OF WASHINGTON }
} SS.
COUNTY OF KING }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Daniel M. Hawes IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT AS Managing Member OF R & H MINING, LLC TO BE HIS/HER FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 6th DAY OF November, 2020.

Elayn S Schultz
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 9/29/23
RESIDING AT Maple Valley

ELAYN S SCHULTZ
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 29, 2023

CITY OF MAPLE VALLEY APPROVALS:
EXAMINED AND APPROVED THIS ___ DAY OF _____, 2020.

_____
COMMUNITY DEVELOPMENT & PUBLIC WORKS DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS:
EXAMINED AND APPROVED THIS ___ DAY OF _____, 2020.

_____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR
ACCOUNT NOS. 162206-9057 & 162206-9040

RECORDING CERTIFICATE:
RECORDING NO. _____
FILED FOR RECORD THIS ___ DAY OF _____, 2020 AT ___:___ M. IN BOOK ___ OF PLATS AT PAGE(S) _____ AT THE REQUEST OF BARGHAUSEN CONSULTING ENGINEERS, INC.

_____ _____
MANAGER SUPERINTENDENT OF RECORDS

LEGAL DESCRIPTIONS:
PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 193296-SC, 11TH COMMITMENT, DATED AUGUST 28, 2020 AT 8:00 A.M. AND PER SUPPLEMENTAL #1, DATED SEPTEMBER 14, 2020)

PARCEL A:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY RIGHT OF WAY;
EXCEPT THE CITY OF SEATTLE PIPELINE RIGHT OF WAY; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE BY QUIT CLAIM DEED DATED SEPTEMBER 14, 1976, RECORDED UNDER RECORDING NUMBER 7709080123; AND EXCEPT THAT PORTION THEREOF CONVEYED TO LAKESIDE INDUSTRIES, INC., A WASHINGTON CORPORATION, BY DEED DATED MAY 15, 2012, RECORDED UNDER RECORDING NUMBER 20120515001877;
TOGETHER WITH THAT PORTION OF VACATED COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ABOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1423.

PARCEL B:
THE EAST THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 647.62 FEET, AND
EXCEPT ROAD;
AND THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF GUIBERPP COLODURDO ROAD;
EXCEPT THE NORTH 647.62 FEET;
AND ALSO, THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH LINE OF SAID SUBDIVISION AT A POINT 230 FEET EAST FROM ITS INTERSECTION WITH THE EASTERLY MARGIN OF THE MAPLE VALLEY-BLACK DIAMOND HIGHWAY;
THENCE AT RIGHT ANGLES WITH SAID SOUTH LINE NORTH 2°10'30" EAST 275.91 FEET TO THE SOUTH-EASTERLY MARGIN OF COUNTY ROAD NO. 1061 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH-EASTERLY ALONG SAID SOUTHEASTERLY MARGIN TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 0°04'24" EAST ALONG SAID LINE 111.31 FEET TO THE NORTHWESTERLY LINE OF GUIBERPP COLODURDO ROAD;
THENCE SOUTH-WESTERLY AND SOUTHEASTERLY ALONG SAID ROAD TO A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION AND WHICH INTERSECTS THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°49'32" WEST ALONG SAID LINE TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH THOSE PORTIONS OF VACATED COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ABOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1423;
ALSO, THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY AND EASTERLY OF GUIBERPP COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD);
EXCEPT THE SOUTH 100 FEET THEREOF;
ALSO, THE EAST 60 FEET MEASURED ALONG THE NORTH LINE OF THE SOUTH 100 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
ALSO, THE EAST 60 FEET MEASURED ALONG THE NORTH LINE OF THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE GUIBERPP COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD);
TOGETHER WITH THOSE PORTIONS OF VACATED COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ABOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1423.

PARCEL C:
THAT PORTION OF THE NORTH 647.62 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WHICH LIES EASTERLY OF THE RENTON-MAPLE VALLEY COUNTY ROAD (ALSO KNOWN AS WITTE ROAD SOUTH-EAST AND COUNTY ROAD NO. 1061);
EXCEPT THE CITY OF SEATTLE PIPELINE RIGHT OF WAY; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE BY QUIT CLAIM DEED DATED SEPTEMBER 14, 1976 RECORDED UNDER RECORDING NUMBER 7709080123; AND EXCEPT THAT PORTION THEREOF CONVEYED TO LAKESIDE INDUSTRIES, INC., A WASHINGTON CORPORATION, BY DEED DATED MAY 15, 2012, RECORDED UNDER RECORDING NUMBER 20120515001877;
TOGETHER WITH THAT PORTION OF VACATED COLODURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ABOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1423.

PARCEL D:
EASEMENT RIGHTS FOR MINING IMPACTS) AND CONTINUATION OF NOISE, DUST, ODORS ESTABLISHED BY INSTRUMENT RECORDED SEPTEMBER 29, 2003, UNDER RECORDING NUMBER 20030929000333.

BINDING SITE PLAN NOTES:
1. ALL DEVELOPMENT WITHIN THIS BINDING SITE PLAN SHALL BE IN CONFORMANCE WITH THE SITE PLAN APPROVED BY THE CITY OF MAPLE VALLEY DEPARTMENT OF COMMUNITY DEVELOPMENT, OR SUBSEQUENT SITE PLAN APPROVAL.

2. TRACT "A" IS A STORM DRAINAGE TRACT AND WILL BE OWNED AND MAINTAINED BY THE DEVELOPER.

3. TRACTS "B" AND "C" ARE FUTURE RIGHT-OF-WAY TRACTS AND WILL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME THAT THEY ARE DEEDED TO THE CITY OF MAPLE VALLEY.

SPECIAL EXCEPTIONS:
PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 193296-SC, 11TH COMMITMENT, DATED AUGUST 28, 2020 AT 8:00 A.M. AND PER SUPPLEMENTAL #1, DATED SEPTEMBER 14, 2020)

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER & LIGHT COMPANY, A WASHINGTON CORPORATION
PURPOSE: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM TOGETHER WITH ALL NECESSARY OR CONVENIENT APPURTENANCES
RECORDING DATE: MARCH 25, 1986
RECORDING NO.: 8603250703
AFFECTS: PORTIONS OF PARCELS A AND C (AND OTHER PROPERTY) LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED
[AFFECTS SITE AS CONSTRUCTED/BLANKET IN NATURE]

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: WASHINGTON NATURAL GAS COMPANY, A WASHINGTON CORPORATION
PURPOSE: GAS PIPELINE(S) AND APPURTENANCES
RECORDING DATE: SEPTEMBER 22, 1993
RECORDING NO.: 9309220452
AFFECTS: PORTIONS OF PARCELS A AND C (AND OTHER PROPERTY) LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF THE NATURAL GAS LINE AS CONSTRUCTED OR TO BE CONSTRUCTED
[AFFECTS SITE AS CONSTRUCTED/BLANKET IN NATURE]

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOOS CREEK WATER AND SEWER DISTRICT, A MUNICIPAL CORPORATION
PURPOSE: SANITARY SEWER LINE(S)
RECORDING DATE: OCTOBER 13, 1998
RECORDING NO.: 9810130863 AND 9810130866
[AFFECTS PARCELS A AND C]

4. TERMS AND CONDITIONS OF EASEMENT FOR MINING IMPACTS) AND CONTINUATION OF NOISE, DUST AND ODORS ESTABLISHED FOR THE BENEFIT OF SAID PREMISES AND OTHER PROPERTY BY INSTRUMENT:
RECORDING DATE: SEPTEMBER 29, 2003 RECORDING NO: 20030929000333 (NOT PLOTTABLE) THE BENEFITED PROPERTY IS THE SUBJECT SITE. IT IS BLANKET IN NATURE. THE BURDENED PROPERTY IS PARCEL NO. 162206-9050.

5. RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: JULY 13, 2018
RECORDING NO.: 3061782
NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
AFFECTS: PARCEL A AND OTHER PROPERTY
[AFFECTS PORTION IN SECTION 15, NOT PLOTTABLE]

6. RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: DECEMBER 31, 1997
RECORDING NO.: 3171425
SAID DEED HAS BEEN MODIFIED BY RELEASE AND MODIFICATION DOCUMENT RECORDED UNDER RECORDING NUMBER 6523442.
NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
AFFECTS: PARCELS B AND C AND OTHER PROPERTY
[AFFECTS PORTION IN SECTION 16, NOT PLOTTABLE]

7. EXCEPTIONS AND RESERVATIONS CONTAINED IN OR DISCLOSED BY DEED
RECORDING DATE: JANUARY 30, 1959
RECORDING NO.: 2594516
AFFECTS: PARCEL C AND OTHER PROPERTY
[AFFECTS TAX LOT 162206-9007, NOT PLOTTABLE]

8. THIS ITEM INTENTIONALLY DELETED

9. SEWER/WATER AREA NOTICE AND THE RESTRICTIONS DISCLOSED THEREIN:
GIVEN BY: DANIEL M. HAWES
RECORDING DATE: JUNE 15, 1999
RECORDING NO.: 9906151611
AFFECTS: PARCELS A AND C
[AFFECTS TAX LOT 162206-9007]

10. THIS ITEM INTENTIONALLY DELETED

11. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:
JOB NO.: 7134
DATED: JULY 21, 2020
PREPARED BY: BARGHAUSEN CONSULTING ENGINEERS, INC.
MATTERS SHOWN: SEE BELOW

A. FENCE OF UNKNOWN OWNERSHIP CROSSES AT 1.1± EAST OF EASTERLY BOUNDARY LINE;
B. CHAIN LINK FENCE MEANDERS UP TO 7.2 NORTH OF SOUTHERLY BOUNDARY LINE;
C. CHAIN LINK FENCE MEANDERS UP TO 3.5' SOUTH OF SOUTHERLY ROADWAY LINE; AND
D. A GRAVEL ROAD CROSSES THE EAST LINE OF THE PROPERTY FROM/TO THE EASTERLY ABUTTER.

12. TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 8802220915.

ITEMS 13-18 ARE NOT SURVEY RELATED.

LAND SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS BINDING SITE PLAN NO. CD1910-001 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 15 AND 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE BINDING SITE PLAN REGULATIONS.

OWEN B. HILLE
11/09/2020
OWEN B. HILLE, PLS NO. 40016 DATE

OWEN B. HILLE
STATE OF WASHINGTON
40016
REGISTERED
LAND SURVEYOR
11/09/2020

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

DRAWN BY: KMA/OBH
DATE: 10/30/2020
SCALE: N/A
JOB NO.: 7134

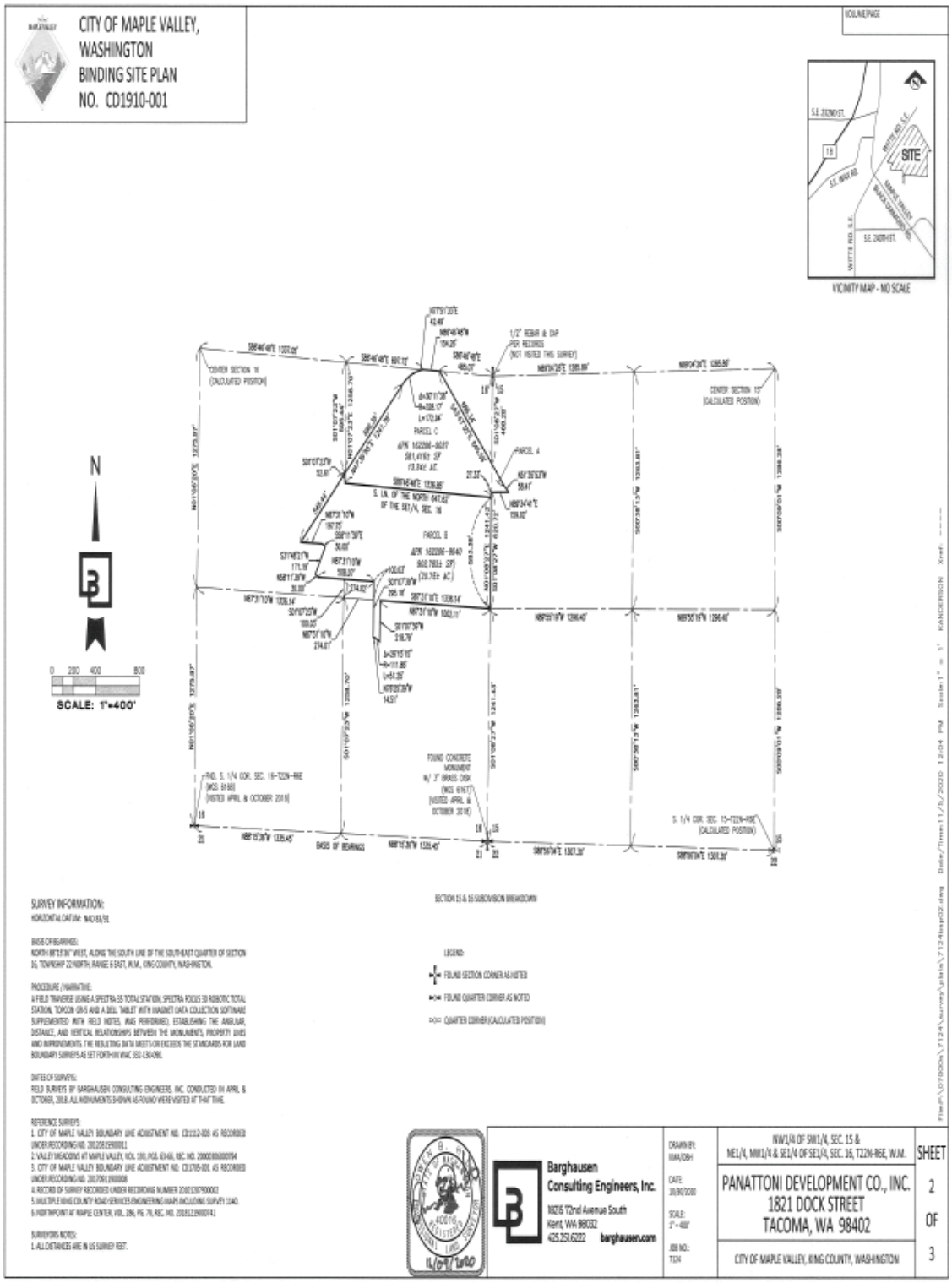
NW1/4 OF SW1/4, SEC. 15 & NE1/4, NW1/4 & SE1/4 OF SE1/4, SEC. 16, T22N-R6E, W.M.

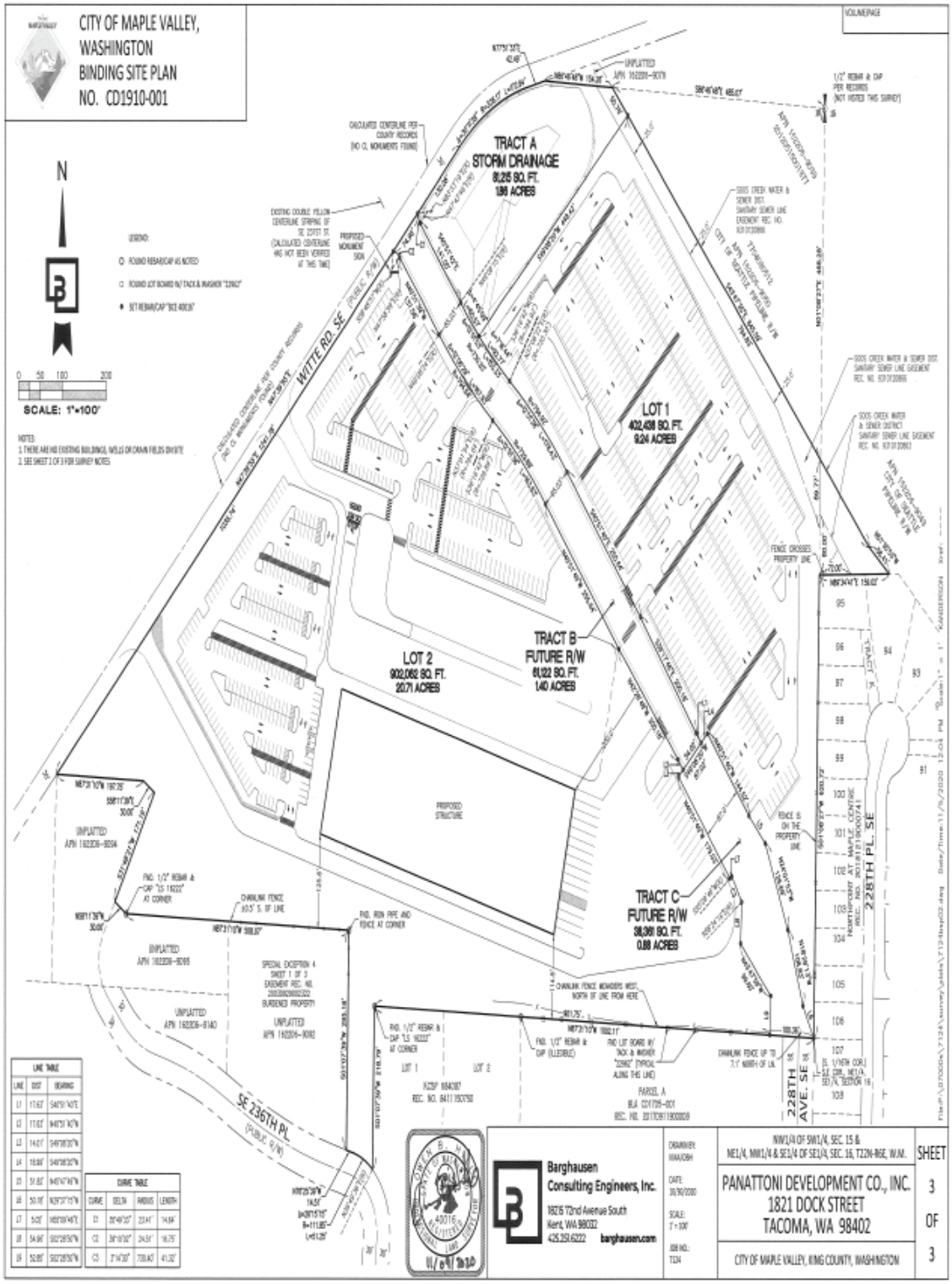
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402

CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON

SHEET 1 OF 3

F:\pw\07000s\7124\survey\jobs\7124bsp02.dwg Date/Time:11/6/2020 12:04 PM Scale:1" = 1' KANDERSON Xref: ----


CITY OF MAPLE VALLEY,
WASHINGTON
BINDING SITE PLAN
NO. CD1910-001
VOLUME/PAGE
SITE
VICINITY MAP - NO SCALE
N
SCALE: 1"=400'
PARCEL C
PARCEL B
PARCEL A
SURVEY INFORMATION:
BASIS OF BEARINGS:
PROCEDURE / NARRATIVE:
DATES OF SURVEYS:
REFERENCE SURVEYS
SURVEYORS NOTES:
LEGEND:
FOUND SECTION CORNER AS NOTED
FOUND QUARTER CORNER AS NOTED
QUARTER CORNER (CALCULATED POSITION)
Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com
NW1/4 OF SW1/4, SEC. 15 &
NE1/4, NW1/4 & SE1/4 OF SE1/4, SEC. 16, T22N-R6E, W.M.
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402
CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON
SHEET 2 OF 3


CITY OF MAPLE VALLEY, WASHINGTON
BINDING SITE PLAN
NO. CD1910-001
TRACT A
STORM DRAINAGE
8,215 SQ. FT.
.188 ACRES
LOT 1
402,438 SQ. FT.
9.24 ACRES
LOT 2
902,062 SQ. FT.
20.71 ACRES
TRACT B
FUTURE R/W
61,122 SQ. FT.
1.40 ACRES
TRACT C
FUTURE R/W
38,361 SQ. FT.
0.88 ACRES
WITTE RD. SE
228TH PL. SE
228TH AVE. SE
SE 236TH PL
SCALE: 1"=100'
Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402
CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON
SHEET 3 OF 3



CITY OF MAPLE VALLEY, WASHINGTON
BINDING SITE PLAN
NO. CD1910-001

MAPLE VALLEY LOGISTICS BINDING SITE PLAN

VOLUME/PAGE

OWNER'S DEDICATION:
KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS BINDING SITE PLAN TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND TRACTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS BINDING SITE PLAN FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARK, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS BINDING SITE PLAN AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE AND CONVEY SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF MAPLE VALLEY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF MAPLE VALLEY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MAPLE VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF MAPLE VALLEY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MAPLE VALLEY, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS, AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

R & H MINING, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: HAYES SAND AND GRAVEL, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____
DANIEL M. HAYES, ITS MANAGING MEMBER

ACKNOWLEDGMENT:
STATE OF WASHINGTON }
} SS.
COUNTY OF KING }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Daniel M. Hayes IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT AS Managing Member OF R & H MINING, LLC TO BE HIS/HER FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 12th DAY OF November 2020.

Elayn S Schultz
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 4/24/23
RESIDING AT Maple Valley

ELAYN S SCHULTZ NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES APRIL 24, 2023

CITY OF MAPLE VALLEY APPROVALS:
EXAMINED AND APPROVED THIS ___ DAY OF _____, 2020.

_____
COMMUNITY DEVELOPMENT & PUBLIC WORKS DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS:
EXAMINED AND APPROVED THIS ___ DAY OF _____, 2020.

_____ _____
KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR
ACCOUNT NOS. 162206-9087 & 162206-9040

LEGAL DESCRIPTIONS:
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 193296-SC, 11TH COMMITMENT, DATED AUGUST 28, 2020 AT 8:00 A.M. AND PER SUPPLEMENTAL #1, DATED SEPTEMBER 14, 2020)

PARCEL A:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY RIGHT OF WAY;
EXCEPT THE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE BY QUIT CLAIM DEED DATED SEPTEMBER 24, 1976, RECORDED UNDER RECORDING NUMBER 7706090122; AND EXCEPT THAT PORTION THEREOF CONVEYED TO LAKESIDE INDUSTRIES, INC., A WASHINGTON CORPORATION, BY DEED DATED MAY 15, 2012, RECORDED UNDER RECORDING NUMBER 201205150187;
TOGETHER WITH THAT PORTION OF VACATED COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1413.

PARCEL B:
THE EAST THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 647.62 FEET; AND
EXCEPT ROAD;
AND THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF GUISEPPY COLDSURDO ROAD;
EXCEPT THE NORTH 647.62 FEET;
AND ALSO, THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH LINE OF SAID SUBDIVISION AT A POINT 200 REET EAST FROM ITS INTERSECTION WITH THE EASTERLY MARGIN OF THE MAPLE VALLEY-BLACK DIAMOND HIGHWAY;
THENCE AT RIGHT ANGLES WITH SAID SOUTH LINE NORTH 2°10'30" EAST 275.91 FEET TO THE SOUTHEASTERLY MARGIN OF COUNTY ROAD NO. 1055 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH-EASTERLY ALONG SAID SOUTHEASTERLY MARGIN TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 0°31'43" EAST ALONG SAID LINE 221.29 FEET TO THE NORTHWESTERLY LINE OF GUISEPPY COLDSURDO ROAD;
THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID ROAD TO A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION AND WHICH INTERSECTS THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°49'22" WEST ALONG SAID LINE TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH THOSE PORTIONS OF VACATED COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1413;
ALSO, THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY AND EASTERLY OF GUISEPPY COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD);
EXCEPT THE SOUTH 330 FEET THEREOF;
ALSO, THE EAST 80 FEET MEASURED ALONG THE NORTH LINE OF THE SOUTH 330 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
ALSO, THE EAST 60 FEET MEASURED ALONG THE NORTH LINE OF THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF THE GUISEPPY COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD);
TOGETHER WITH THOSE PORTIONS OF VACATED COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1413.

PARCEL C:
THAT PORTION OF THE NORTH 647.62 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WHICH LIES EASTERLY OF THE RENTON-MAPLE VALLEY COUNTY ROAD (ALSO KNOWN AS WITTE ROAD SOUTHEAST AND COUNTY ROAD NO. 1055);
EXCEPT THE CITY OF SEATTLE PIPELINE RIGHT-OF-WAY; AND
EXCEPT THAT PORTION CONVEYED TO THE CITY OF SEATTLE BY QUIT CLAIM DEED DATED SEPTEMBER 24, 1976 RECORDED UNDER RECORDING NUMBER 7706090122; AND EXCEPT THAT PORTION THEREOF CONVEYED TO LAKESIDE INDUSTRIES, INC., A WASHINGTON CORPORATION, BY DEED DATED MAY 15, 2012, RECORDED UNDER RECORDING NUMBER 201205150187;
TOGETHER WITH THAT PORTION OF VACATED COLDSURDO ROAD (ALSO KNOWN AS LAKE YOUNG PIPELINE ROAD AND AS LAKE YOUNGS PIPELINE ROAD) ADJOINING OR ABUTTING THEREON, WHICH UPON VACATION, ATTACHED TO SAID PREMISES BY OPERATION OF LAW, PURSUANT TO ORDINANCE NUMBER 1413.

PARCEL D:
EASEMENT RIGHTS FOR MINING IMPACTS AND CONTINUATION OF NOISE, DUST, ODORS ESTABLISHED BY INSTRUMENT RECORDED SEPTEMBER 29, 2003, UNDER RECORDING NUMBER 200309290001333.

BINDING SITE PLAN NOTES:
1. ALL DEVELOPMENT WITHIN THIS BINDING SITE PLAN SHALL BE IN CONFORMANCE WITH THE SITE PLAN APPROVED BY THE CITY OF MAPLE VALLEY DEPARTMENT OF COMMUNITY DEVELOPMENT, OR SUBSEQUENT SITE PLAN APPROVAL.

2. TRACT "A" IS A STORM DRAINAGE TRACT AND WILL BE OWNED AND MAINTAINED BY THE DEVELOPER.

3. TRACTS "B" AND "C" ARE FUTURE RIGHT-OF-WAY TRACTS AND WILL BE OWNED AND MAINTAINED BY THE DEVELOPER UNTIL SUCH TIME THAT THEY ARE DEEDED TO THE CITY OF MAPLE VALLEY.

SPECIAL EXCEPTIONS:
(PER CHICAGO TITLE INSURANCE COMPANY ORDER NO. 193296-SC, 11TH COMMITMENT, DATED AUGUST 28, 2020 AT 8:00 A.M. AND PER SUPPLEMENTAL #1, DATED SEPTEMBER 14, 2020)

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUGET SOUND POWER & LIGHT COMPANY, A WASHINGTON CORPORATION
PURPOSE: UNDERGROUND ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM TOGETHER WITH ALL NECESSARY OR CONVENIENT APPURTENANCES
RECORDING DATE: MARCH 25, 1981
RECORDING NO.: 8103250758
AFFECTS: PORTIONS OF PARCELS A AND C (AND OTHER PROPERTY) LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED
(AFFECTS SITE AS-CONSTRUCTED/BLANKET IN NATURE)

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: WASHINGTON NATURAL GAS COMPANY, A WASHINGTON CORPORATION
PURPOSE: GAS PIPELINE(S) AND APPURTENANCES
RECORDING DATE: SEPTEMBER 22, 1993
RECORDING NO.: 9309220452
AFFECTS: PORTIONS OF PARCELS A AND C (AND OTHER PROPERTY) LYING WITHIN A STRIP OF LAND 10 FEET IN WIDTH HAVING 5 FEET OF SUCH WIDTH ON EACH SIDE OF THE NATURAL GAS LINE AS CONSTRUCTED OR TO BE CONSTRUCTED
(AFFECTS SITE AS-CONSTRUCTED/BLANKET IN NATURE)

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: SOOS CREEK WATER AND SEWER DISTRICT, A MUNICIPAL CORPORATION
PURPOSE: SANITARY SEWER LINE(S)
RECORDING DATE: OCTOBER 12, 1999
RECORDING NO.: 19991012000843 AND 19991012000844
(AFFECTS PARCELS A AND C)

4. TERMS AND CONDITIONS OF EASEMENT FOR MINING IMPACT(S) AND CONTINUATION OF NOISE, DUST AND ODORS ESTABLISHED FOR THE BENEFIT OF SAID PREMISES AND OTHER PROPERTY BY INSTRUMENT:
RECORDING DATE: SEPTEMBER 29, 2003 RECORDING NO.: 20030929001322 (NOT PLOTTABLE) THE BENEFITED PROPERTY IS THE SUBJECT SITE. IT IS BLANKET IN NATURE. THE BURDENED PROPERTY IS PARCEL NO. 162206-9060.

5. RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: JULY 13, 1956
RECORDING NO.: 3555702
NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
AFFECTS: PARCEL A AND OTHER PROPERTY
(AFFECTS PORTION IN SECTION 15, NOT PLOTTABLE)

6. RESERVATION OF ALL COAL, OIL, GAS AND MINERAL RIGHTS, AND RIGHTS TO EXPLORE FOR THE SAME CONTAINED IN DEED FROM WEYERHAEUSER TIMBER CO., A WASHINGTON CORPORATION
RECORDING DATE: DECEMBER 11, 1967
RECORDING NO.: 5274125
SAID DEED HAS BEEN MODIFIED BY RELEASE AND MODIFICATION DISCLAIMER RECORDED UNDER RECORDING NUMBER 6523443.
NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
AFFECTS: PARCELS B AND C AND OTHER PROPERTY
(AFFECTS PORTION IN SECTION 16 NOT PLOTTABLE)

7. EXCEPTIONS AND RESERVATIONS CONTAINED IN OR DISCLOSED BY DEED
RECORDING DATE: JANUARY 30, 1950
RECORDING NO.: 3584516
AFFECTS: PARCEL C AND OTHER PROPERTY
(AFFECTS TAX LOT 362206-9007, NOT PLOTTABLE)

8. THIS ITEM INTENTIONALLY DELETED

9. SENSITIVE AREA NOTICE AND THE RESTRICTIONS DISCLOSED THEREIN:
GIVEN BY: DANIEL M. HAYES
RECORDING DATE: JUNE 15, 1998
RECORDING NO.: 9806716611
AFFECTS: PARCELS A AND C
(AFFECTS TAX LOT 362206-9007)

10. THIS ITEM INTENTIONALLY DELETED

11. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:
JOB NO.: T234
DATED: JULY 21, 2020
PREPARED BY: BARGHAUSEN CONSULTING ENGINEERS, INC.
MATTERS SHOWN: SEE BELOW

A. FENCE OF UNKNOWN OWNERSHIP CROSSES AT 1.1'± EAST OF EASTERLY BOUNDARY LINE;
B. CHAIN LINK FENCE MEANDERS UP TO 7.1' NORTH OF SOUTHERLY BOUNDARY LINE;
C. CHAIN LINK FENCE MEANDERS UP TO 0.5' SOUTH OF SOUTHERLY BOUNDARY LINE; AND
D. A GRAVEL ROAD CROSSES THE EAST LINE OF THE PROPERTY FROM/TO THE EASTERLY ADJOINER.

12. TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES, RECORDED UNDER RECORDING NUMBER 8802220495.

ITEMS 13-18 ARE NOT SURVEY RELATED.

RECORDING CERTIFICATE:
RECORDING NO. _____
FILED FOR RECORD THIS ___ DAY OF _____, 2020 AT ___:___ M. IN BOOK ___ OF PLATS AT PAGES _____ AT THE REQUEST OF BARGHAUSEN CONSULTING ENGINEERS, INC.

_____ _____
MANAGER SUPERINTENDENT OF RECORDS

LAND SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS BINDING SITE PLAN NO. CD1910-001 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 15 AND 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE BINDING SITE PLAN REGULATIONS.

Oren B. Hilt 11/09/2020
OREN B. HILT, PLS NO. 40016 DATE

OREN B. HILT 40016 REGISTERED PROFESSIONAL LAND SURVEYOR 11/09/2020

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

DRAWN BY: MAA/OBH
DATE: 10/16/2020
SCALE: N/A
JOB NO.: T234

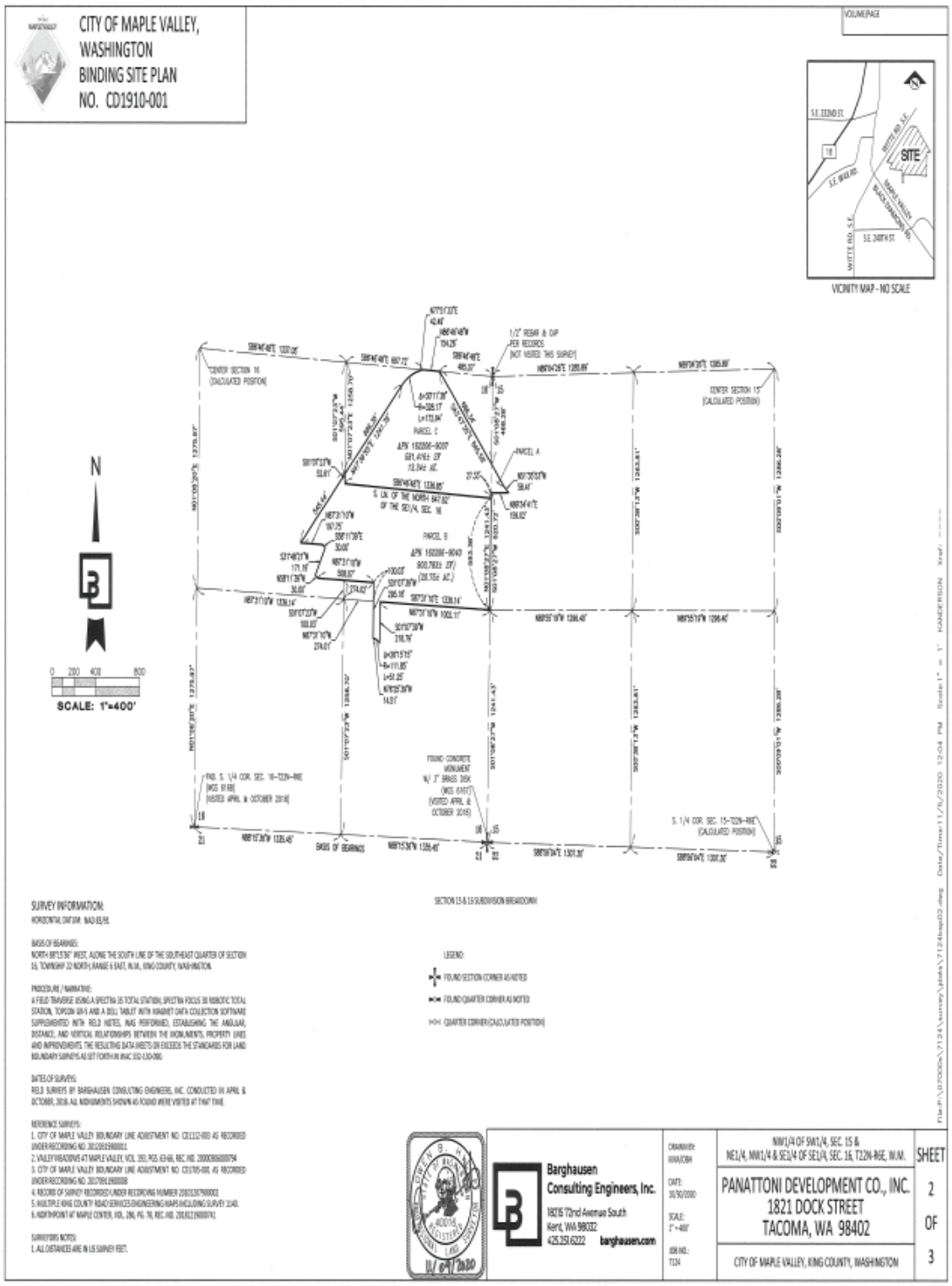
NW1/4 OF SW1/4, SEC. 15 & NE1/4, NW1/4 & SE1/4 OF SE1/4, SEC. 16, T22N-R6E, W.M.

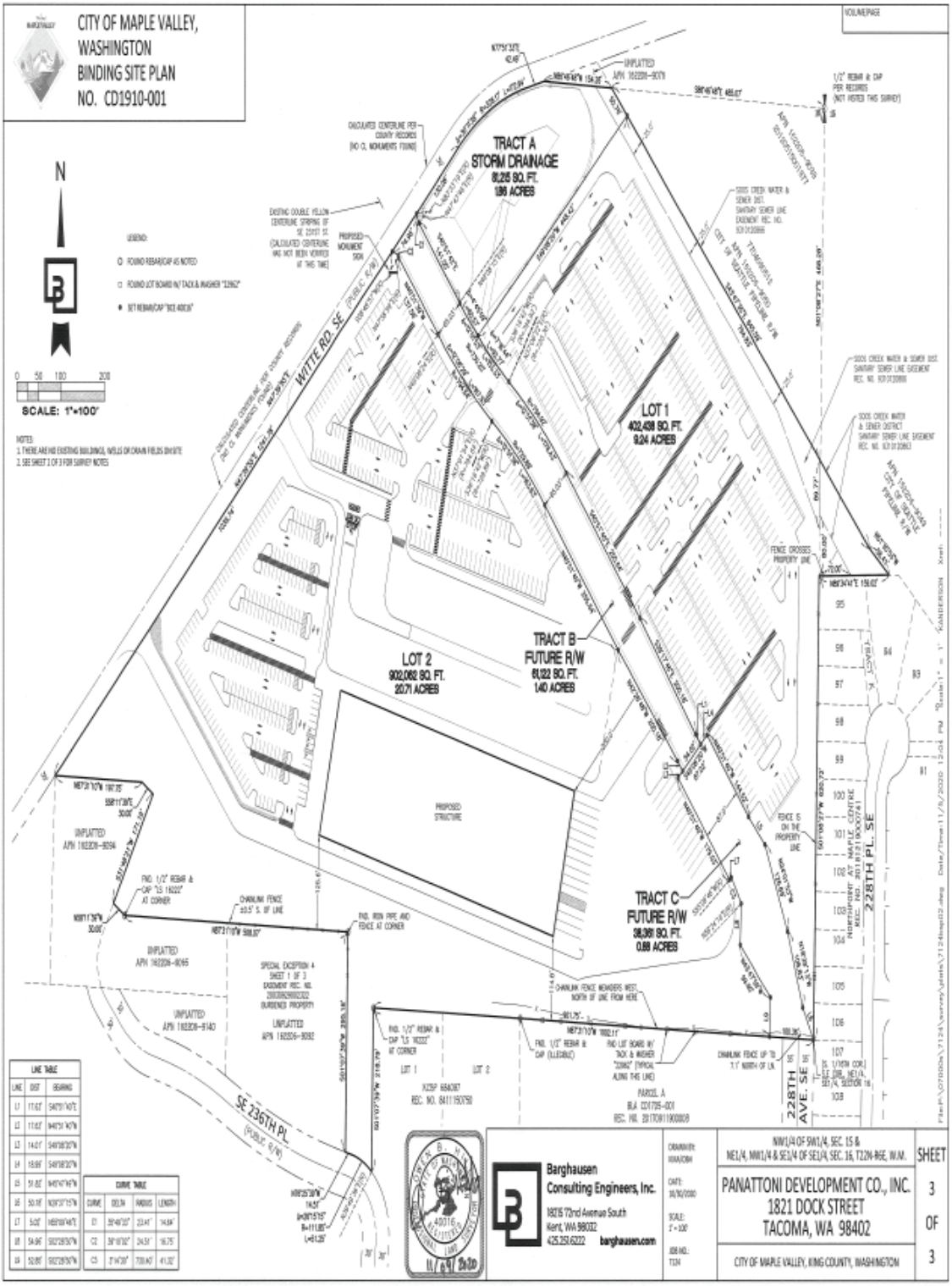
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402

CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON

SHEET 1 OF 3

File:P:\JOBS\T234\survey\plats\T234bsp02.dwg Date/Time:11/6/2020 12:04 PM Scale:1" = 1' XREFERSION Xref: ----


CITY OF MAPLE VALLEY,
WASHINGTON
BINDING SITE PLAN
NO. CD1910-001
VOLUME/PAGE
SITE
VICINITY MAP - NO SCALE
N
SCALE: 1"=400'
PARCEL C
APN 1922006-9007
691,476± SF
15.94± AC.
PARCEL A
PARCEL B
APN 1922006-9040
909,788± SF
(20.92± AC.)
S. LN. OF THE NORTH 647.02' OF THE SE1/4, SEC. 16
CENTER SECTION 16
(CALCULATED POSITION)
CENTER SECTION 15
(CALCULATED POSITION)
1/2" REBAR & CAP
PER RECORDS
(NOT VISITED THIS SURVEY)
FOUND CONCRETE
MONUMENT
W/ 3" BRASS DISK
(NGS 6197)
(VISITED APRIL & OCTOBER 2018)
FND. S. 1/4 COR. SEC. 16-T22N-R6E
(NGS 6198)
(VISITED APRIL & OCTOBER 2018)
S. 1/4 COR. SEC. 15-T22N-R6E
(CALCULATED POSITION)
BASIS OF BEARINGS
SURVEY INFORMATION:
HORIZONTAL DATUM: NAD 83/91
BASIS OF BEARINGS:
NORTH 88°15'36" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON.
PROCEDURE / NARRATIVE:
A FIELD TRAVERSE USING A SPECTRA 3S TOTAL STATION, SPECTRA FOCUS 30 ROBOTIC TOTAL STATION, TOPCON GR-5 AND A DELL TABLET WITH MAGNET DATA COLLECTION SOFTWARE SUPPLEMENTED WITH FIELD NOTES, WAS PERFORMED, ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.
DATES OF SURVEYS:
FIELD SURVEYS BY BARGHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN APRIL & OCTOBER, 2018. ALL MONUMENTS SHOWN AS FOUND WERE VISITED AT THAT TIME.
REFERENCE SURVEYS:
1. CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NO. CD1112-900 AS RECORDED UNDER RECORDING NO. 20120924900001.
2. VALLEY MEADOWS AT MAPLE VALLEY, VOL. 193, PGS. 83-88, REC. NO. 20000808000154
3. CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NO. CD1705-900, AS RECORDED UNDER RECORDING NO. 20170914900008
4. RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20010307900001
5. MULTIPLE KING COUNTY ROAD SERVICES ENGINEERING MAPS INCLUDING SURVEY 1140.
6. NORTHPOINT AT MAPLE CENTER, VOL. 286, PG. 70, REC. NO. 20181219900974
SURVEYORS NOTES:
1. ALL DISTANCES ARE IN US SURVEY FEET.
SECTION 15 & 16 SUBDIVISION BREAKDOWN
LEGEND:
FOUND SECTION CORNER AS NOTED
FOUND QUARTER CORNER AS NOTED
QUARTER CORNER (CALCULATED POSITION)
Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com
DRAWN BY: KRA/JOB
DATE: 10/30/2020
SCALE: 1" = 400'
JOB NO.: T124
NW1/4 OF SW1/4, SEC. 15 &
NE1/4, NW1/4 & SE1/4 OF SE1/4, SEC. 16, T22N-R6E, W.M.
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402
CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON
SHEET 2 OF 3


CITY OF MAPLE VALLEY,
WASHINGTON
BINDING SITE PLAN
NO. CD1910-001
TRACT A
STORM DRAINAGE
8,215 SQ. FT.
.188 ACRES
LOT 1
402,438 SQ. FT.
9.24 ACRES
LOT 2
902,068 SQ. FT.
20.71 ACRES
TRACT B
FUTURE R/W
61,122 SQ. FT.
1.40 ACRES
TRACT C
FUTURE R/W
38,391 SQ. FT.
0.88 ACRES
WITTE RD. SE
228TH PL. SE
228TH AVE. SE
SE 236TH PL.
SCALE: 1"=100'
Barghausen
Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222
barghausen.com
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402
CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON
SHEET 3 OF 3

Title Report

stewart

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Guarantee No.: G-6329-000008469 **Fee:** $350.00

Order No.: 21000200325 **Dated:** April 01, 2021

Stewart Title Guaranty Company (the "Company"), guarantees the County of King and any City within which said subdivision is located in a sum not exceeding $1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Stewart Title Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
Agent ID: 47H018

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com.
In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

File No.: 21000200325
WA Subdivision Guarantee
Page 1 of 1 of Guarantee Serial No.: G-6329-000008469

WA Subdivision Guarantee

SUBDIVISION GUARANTEE

Prepared by:
Stewart Title Guaranty Company
1420 Fifth Avenue, Suite 440
Seattle, WA 98101

Order Number: 21000200325

Guarantee No.: G-6329-000008469

Effective Date: April 01, 2021 at 8:00 AM

Premium: $350.00
Sales Tax: $35.35
Total: $385.35

OWNERS: R & H Mining, LLC, a Washington limited liability company

LEGAL DESCRIPTION:

Tract C, Maple Valley Logistics Binding Site Plan, according to the Plat thereof recorded in Volume 293 of Plats, pages 89 through 91, recorded under Recording No. 20201202001211, records of King County, Washington.

Situate in the County of King, State of Washington.

SUBJECT TO:

1. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year:	2021
Amount Billed:	$89,039.99
Amount Paid:	$-0-
Amount Due:	$89,039.99, plus interest and penalty if delinquent
Tax Account No.:	162206-9040-03
Levy Code:	1821
Land:	$4,520,100.00
Improvements:	$-0-
Affects:	this and other property

   Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300
   Web Address: http://webapp.metrokc.gov/kctaxinfo/.

2. Current and/or advance personal property taxes that may become due upon transfer or sale of the premises herein described. Please contact the King County Treasurer's office for further information.

3. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.

4. Right, title and interest of CH Realty IX-JV I Maple Valley as disclosed by King County Tax Rolls.

Page 1 of 3

STEWART TITLE
GUARANTY COMPANY

5. Any injury or damage to the surface of the land or any improvements thereon, any question of ground water contamination, subsidence of portions of the premises or adjoining properties, non-issuance or non-renewal of any applicable state or county permits for extraction, reclamation or processing the products or the exercise of quarrying, surface or subsurface mining or extraction operations or exploration, resulting in a shift or subsidence, or environmental impact.

6. Exceptions and Reservations as contained in instrument:
   From: Weyerhaeuser Timber Company
   Recorded: December 31, 1907
   Recording No.: 527425

   NOTE: No examination has been made to determine the present record owner of the above rights to determine which may affect the lands or rights so reserved.

7. Cedar River Water and Sewer District Notice of Utility Connection Charges and the terms and conditions thereof:
   Recorded: February 22, 1988
   Recording No.: 8802220455

8. Easement for Mining Impact and Continuation of Noise, Dust, Odors and Covenants Running with the Burdened Property and the terms and conditions thereof:
   Recorded: September 29, 2003
   Recording No.: 20030929002322

9. Terms and conditions of survey recorded December 7, 2010 under Recording Number 20101207900002.

   Said survey discloses but is not limited to: The fence along the South and East line is not on the true lot line.

10. Easement and the terms and conditions thereof:
    Grantee: SH Meadowridge Park, LLC, a Washington limited liability company
    Purpose: slopes
    Affects: a portion of the herein described property
    Recorded: October 1, 2019
    Recording No.: 20191001001581

11. Restrictions, easements, dedications, and delineated matters contained on the face of the plat of Maple Valley Logistics Binding Site Plan recorded under King County Recording No(s). 20201202001211, and any amendments thereto.

12. Matters disclosed by Maple Valley Logistics Binding Site Plan recorded under King County Recording No(s). 20201202001211, as follows:

    Chain link fence meanders up to 7.1 feet North of the Southerly boundary line.

13. Memorandum of Traffic Mitigation Fee Credit Payment Agreement and the terms and conditions thereof:
    Recorded: December 11, 2020
    Recording No.: 20201211001297

14. Easement and the terms and conditions thereof:
    Purpose: retaining wall
    Affects: a portion of the herein described property
    Recorded: December 11, 2020
    Recording No.: 20201211001298

tc

WA Subdivision Guarantee

SUBDIVISION GUARANTEE

Order Number: 21000200325 Guarantee No.: G-6329-000008469

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

Page 3 of 3

STEWART TITLE
GUARANTY COMPANY

STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: ***If you have any questions about this privacy notice, please contact us at:*** **Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056**

File No.: 21000200325 Page 1
Revised 01-01-2020

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Vesting Deed

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-1 of 6
Excise Docs: 3088107 Selling Price: $13,308,984.00 Tax Amount: $435,369.44 Record Date:12/11/2020 2:30 PM
Electronically Recorded King County, WA

RECORDED AT THE REQUEST OF:
Chicago Title Insurance Company

AFTER RECORDING RETURN TO:

CH REALTY IX-JV I MAPLE VALLEY, L.P.
c/o Panattoni Development Company, Inc.
1821 Dock Street, Suite 100
Tacoma, Washington 98402
Attention: Travis Hale

CTI-NCS 193296-SC

Unofficial Copy

SPECIAL WARRANTY DEED

Grantor: **R&H MINING, LLC,**
a Washington limited liability company

Grantee: **CH REALTY IX-JV I MAPLE VALLEY, L.P.,**
a Delaware limited partnership

Legal Description:

Abbreviated: **Lots 1&2 and Tracts A&B, Vol 293 plats, pg 89-91**

Full: See attached Exhibit A.

Tax Parcel Number(s): 162206-9037-08, 162206-9040-03

Reference to Related Documents: None

{0027244\.DOCX; 2 / 19150 / DEED }

-1-

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-2 of 6
Record Date:12/11/2020 2:30 PM King County, WA

SPECIAL WARRANTY DEED

THE GRANTOR, R&H MINING, LLC, a Washington limited liability company, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, bargains, sells and conveys to **CH REALTY IX-JV I MAPLE VALLEY, L.P.**, a Delaware limited partnership, the real estate described on Exhibit A attached hereto situated in King County, State of Washington, and subject only to matters of record as set forth on Exhibit B attached hereto.

The Grantor, for itself and its successors in interest, does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, Grantor will forever warrant and defend the fee title to said described real estate, but not against the claims of any others whomsoever or the matters set forth on Exhibit B.

[*Signature Page Follows*]

Unofficial Copy

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-3 of 6
Record Date:12/11/2020 2:30 PM King County, WA

Dated this 8 day of December, 2020.

GRANTOR:

R&H MINING, LLC,
a Washington limited liability company

By: Hayes Sand and Gravel, L.L.C.,
a Washington limited liability company,
its Managing Member

By: _____
Name: Daniel M. Hayes
Its: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 8 day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Daniel M. Hayes, known to me to be the Managing Member of HAYES SAND AND GRAVEL, L.L.C., a Washington limited liability company, the Managing Member of R&H MINING, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

TARA THOMAS NOTARY PUBLIC COMMISSION EXPIRES 10-08-23 20100219 STATE OF WASHINGTON

Signature
TARA THOMAS
Print Name
NOTARY PUBLIC in and for the State of Washington, residing at Lakewood.
My commission expires 10/08/2023.

Unofficial Copy

{00272441.DOCX; 2 / 19150 / DEED }

-3-

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-4 of 6
Record Date:12/11/2020 2:30 PM King County, WA

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Lots 1 and 2, and Tracts A and B, Maple Valley Logistics Binding Site Plan, according to the Plat thereof recorded in Volume 293 of Plats at pages 89 through 91, recording number 20201202001211, in King County, Washington.

Parcel B:

Easement rights for mining impact(s) and continuation of noise, dust, odors established by instrument recorded September 29, 2003, under recording number 20030929002322.

Unofficial Copy

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-5 of 6
Record Date:12/11/2020 2:30 PM King County, WA

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments not yet due and payable.

2. That certain easement granted to Puget Sound Power & Light Company for underground electric transmission and distribution system recorded on March 25, 1991, as Recording No.: 9103250733.

3. That certain easement granted to Soos Creek Water and Sewer District for sanitary sewer line(s) recorded on October 12, 1993, as Recording No.: 9310120863 and Recording No.: 9310120866.

4. Terms and conditions of easement for mining impact(s) and continuation of noise, dust, odors established by instrument recorded September 29, 2003, under Recording Number 20030929002322.

5. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in deed from Weyerhaeuser Timber Co., a Washington corporation

   Recording Date: July 12, 1938

   Recording No.: 3003702

6. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in deed from Weyerhaeuser Timber Co., a Washington corporation

   Recording Date: December 31, 1907

   Recording No.: 527425

   Said deed has been modified by release and modification document recorded under recording number 6523442.

7. Exceptions and reservations contained in or disclosed by that certain deed recorded on January 30, 1930, as Recording No.: 2584516.

8. Sensitive area notice and the restrictions disclosed therein given by Daniel M. Hayes in that certain instrument recorded on June 15, 1993, as Recording No.: 9306151611.

9. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

   Job No.: 7124
   Dated: July 21, 2020
   Prepared by: Barghausen Consulting Engineers, Inc.

   Matters shown: see below

Unofficial Copy

Instrument Number: 20201211001296 Document:WD Rec: $108.50 Page-6 of 6
Record Date:12/11/2020 2:30 PM King County, WA

A. Fence of unknown ownership crosses at 13.2' East of Easterly boundary line;

B. Chain link fence meanders up to 7.1' North of Southerly boundary line;

C. Chain link fence meanders up to 0.5' South of Southerly boundary line; and

D. intentionally deleted.

10. Terms and conditions of Notices of Charges by water, sewer, and/or storm and surface water utilities, recorded under Recording No.: 8802220455.

Unofficial Copy

Property Owner Contact Letter

April 30, 2021

Rowley Properties
Attn: Kelly Richardson
1595 NW Gilman Blvd, Suite 1
Issaquah, WA 98027

R&H Mining LLC
Attn: John Hayes
24430 SE 31st St
Maple Valley, WA 98038

RE: Proposed Roadway Acquisition
Address: Tract C, Maple Valley Logistics Binding Site Plan
Appraisal Site Visit

Dear Ms. Richardson:

Your property has been identified as a location where the City of Maple Valley "City" is planning to expand the roadway from 228th Avenue SE. The City has hired Contract Land Staff, LLC to act as their representative and answer any questions you may have.

The next activity is an on-site appraisal inspection, to determine the value of any real property required for the project. The City has retained Allen, Brackett, Shedd ("ABS"), an independent appraisal firm, to evaluate your property, where the proposed roadway improvements will be located. ABS is a Washington State licensed, Certified General Real Estate Appraisal firm. Mr. Murray Brackett, MAI is an approved appraiser with the Washington State Department of Transportation.

You are invited and encouraged to meet the appraiser, either in person or by phone or email, to discuss your property. This allows each landowner to share important information that can help influence and confirm property values.

Contract Land Staff and ABS will be following the Centers for Disease Control's recommended guidelines for preventing the spread of COVID-19. Safety is our highest priority. If you are feeling well, have not traveled internationally within the last two weeks, have not been recently exposed to COVID-19, and would like to attend the site visit, the following standards will apply:

- Physical distancing of 6' will be maintained
- Meetings will take place outdoors on sidewalks, parking lots of your property, not inside
- We will politely avoid shaking hands
- Protective cloth face coverings will be used
- We will not be asking you to sign or touch anything

2800 156th Avenue SE · Suite 200 · Bellevue · Washington · 98007 · phone 425.822.1767 · fax 425.320.4251

If you feel comfortable meeting, Mr. Brackett will be conducting the site visit(s) on May 4th or 5th. Please give us a phone call to discuss the exact time that work for you.

If prefer to contact Mr. Brackett by email or phone his, contact information is mbrackett@absvaluation.com or his phone number is 425-450-4040 ext. 1.

The entirety of this acquisition process will take four to six months. Should you have any questions, please feel free to contact Karen Wright, karen.wright@contractlandstaff.com or 425-822-1794 (work) or 206-719-2213 (cell).

Sincerely,

Faith A. Roland, SR/WA
Senior Vice President

2800 156th Avenue SE · Suite 200 · Bellevue · Washington · 98007 · phone 425.822.1767 · fax 425.454.1739

Qualifications

Qualifications of S. Murray Brackett, MAI

Principal

ABS Valuation

Education

Bachelor of Arts in Business Administration, Western Washington University, 1985, with an emphasis on real estate.

Professional Education

Appraisal Courses: All appraisal courses required for MAI designation.

Seminars and Continuing Education (abbreviated summary of coursework):

- Easement Valuation
- UASFLA Seminar (Yellow Book)
- Real Estate Law
- Appraising From Blueprints
- Complexities of Predevelopment Land
- The Appraiser as Expert Witness
- Litigation Skills for the Appraiser
- The New Frontier of Takings Law
- Partial Acquisitions Workshop
- Condemnation Appraisal & Mock Trial
- Conservation Easement Appraisal - Certificate Course

Professional Affiliation

Member, Appraisal Institute. Received MAI Designation May 2, 1997 (Member No. 11,258)

Past President (2003), Seattle Chapter of the Appraisal Institute

Member, International Right-of-Way Association

Associate Member, Washington Airport Manager's Association

Appraisal Experience

Principal with *ABS Valuation*. Responsibilities include the full range of residential, retail, commercial and industrial real estate valuation. Retail experience includes the full range of properties from single sites to large neighborhood retail complexes. Office and Industrial properties exceeding 100,000 square feet have been prepared for various purposes. Appraisals have been prepared on such diverse properties such as airport-related facilities, park lands, subdivisions and golf courses, as well as traditional commercial and industrial improved property. Improved and Unimproved valuations have been performed for acquisitions in fee, leased fee and leasehold interests, partial takings, and various partial interests including the following: conservation easements, utility easements, subsurface easements, air-rights/avigation easements, and minority interests. Numerous Appraisals have been prepared for use in litigation, including eminent domain dispute resolution, condemnation and inverse condemnations. UASFLA-compliant Appraisals have been prepared for a wide variety of agencies on a wide range of property types.

S. MURRAY BRACKETT, MAI (cont.)

Qualified as an expert witness in King, Kitsap and Pierce County Superior Courts, US District Court, and Federal Bankruptcy Court. Geographic experience includes assignments in Washington, California, Oregon, Idaho, Nebraska, Iowa, Kansas, South Dakota, Alaska, and British Columbia.

Other Experience

Instructor: Instructor, Income Property Appraisal, Lk Wa. Voc-Tec.
IRWA-Qualified as Level 3 Facilitator

Sample Presentations:

November, 2019 – Anatomy of an Appraisal Trial, for L.S.I.

December, 2014 Appraisal Institute Webinar – Appraising Airports and Airplane Hangars

December 9, 2010 - AI-Seattle Fall R.E. Conference – Panelist/presenter - Partial Acquisitions in Eminent Domain cases.

September, 2009 - Valuation of Airport Properties, WAMA

October 2003 - WPMA Conference – "The Valuation of Non-Water Dependent Properties."

Representative Client List

Cities/Counties

Cities of Bellevue, Burien, Kirkland, Seattle, Kent, Everett, Renton, Auburn, Arlington, Anacortes, Tacoma, Mount Vernon, North Bend, Snoqualmie, Lake Forest Park, Kenmore, Bothell, Lynnwood, Port Angeles, Maple Valley, Puyallup, Woodinville, Shoreline, and SeaTac. Counties of King, Snohomish, Pierce, Kitsap, Thurston, and Skagit.

Government

Ports of Seattle, Everett, Olympia, Grays Harbor, Bremerton, Port Angeles, and Friday Harbor. Washington State Parks, WSDOT (Approved Appraiser List), DNR, Federal Aviation Administration, Internal Revenue Service, King County DNR, GSA, U.S. Navy, San Juan County Land Bank, Northshore School District, Everett School District, Snohomish School District, Sound Transit, USACE.

Financial Institutions

Bank of America, U.S. Bancorp, Key Bank, Wells Fargo Trust, Commerce Bank, Homestreet Bank, Umpqua (Banner) Bank, Charter Bank, Union Bank.

Airports

Sea-Tac International Airport, Renton Municipal, Auburn Municipal, Snohomish County Airport (Paine Field), Arlington Municipal, Bellingham International, Olympia Airport, William Fairchild (Port Angeles), Spokane Int'l, Centralia/Chehalis, Bremerton National, Pullman Airport, and Friday Harbor Airport.

S. MURRAY BRACKETT, MAI (cont.)

Corporations and Non Profits

Weyerhaeuser Company, WRECO, Tramco, Plum Creek, McDonalds Corporation, Gull Industries, Puget Sound Energy, Development Services of America (DSA), FSA, Winmar Company, Jr. Achievement, Lowe Enterprises, PACCAR, Inc., The Trust for Public Land, Cascade Land Conservancy, Fletcher General Construction, Manke Lumber Company, Simpson Timber Company, New Ventures Group, OTAK, American Forest Resources, HDR, Inc., Hancock Natural Resources Group, Sierra Pacific Industries, Quadrant, Port Blakely Communities, Lowe Enterprises, Parsons Brinckerhoff, CH2M-Hill.

Attorneys

Hillis, Clark, Martin & Peterson; Kenyon Disend; Perkins Coie; Tousley Brain; Inslee Best; Graham and Dunn; Chmelik, Sitkin & Davis; Foster Pepper; Short Cressman; Davis Wright & Tremaine; Betts Patterson; Karr Tuttle Campbell; Anderson Hunter; Riddell Williams; Williams Kastner; Krutch Lindell; Curran Mendoza; Williams and Williams; and King County Prosecuting Attorney.

State Certification Number - General: 27011-1100853 **Expiration**: 11/21/21
(Revised 11/20/19)

Qualifications of Christina Lovell

Associate Appraiser

ABS Valuation

Experience

Ms. Lovell has been involved in various facets of the real estate industry for 20 years, with experience as a Commercial Real Estate Paralegal and Transaction Manager for a large, national law firm; a Right-of-Way Agent for the major projects division of an electric and gas utility company; appraisal work as an Accredited Real Property Appraiser for the Clallam County Assessor's Office; and an Associate for a small residential firm. Appraisal assignments include fee simple, leased fee and leasehold interests in typical commercial and industrial land and improved properties, park lands, partial acquisitions including conservation easements, purchase of development rights, utility and road easements and various right-of-way projects. Ms. Lovell also provides aviation-related analyses with respect to both ground lease rates and improved aviation properties. Clients include various private and public entities with valuations performed throughout King, Snohomish, Pierce, Thurston, Grays Harbor, Clallam, Kitsap, Skagit, Whatcom, Okanogan and Kittitas Counties.

Education

Marylhurst University, Marylhurst, Oregon:
Bachelor of Science
Business Management with a focus in Real Estate and Finance

Edmonds Community College, Lynnwood, Washington:
Associate of Technical Arts
Paralegal Studies

Appraisal Education:
All courses required for state certification.

Appraisal Institute
Quantitative Analysis

International Right-of-Way Association:
Principles of Land Acquisition

Professional Affiliation

Candidate for Designation, Appraisal Institute

State Certified General Real Estate Appraiser: 20101136 **Expiration**: 04/18/23

July 13, 2021

R&H Mining, LLC
Attn: Daniel Hayes
22430 SE 231st Street
Maple Valley, WA 98038

Rowley Properties
Attn: Kelly Richardson
1595 NW Gilman Blvd, Suite 1
Issaquah, WA 98027

RE: Contingent Offer to Purchase
Property Site Address: Tract C, Maple Valley Logistics Binding Site Plan
Property Tax Parcel: 5113270050

Dear Mr. Hayes and Ms. Richardson:

The City of Maple Valley ("City") has retained Contract Land Services ("CLS") to assist the City with acquiring the necessary real property for the T-48 SE 231st Street Extension Project . This project creates an urban collector connection through the former Hayes Gravel pit, connecting the east end of SE 231st St and 228th Ave SE to provide an alternative route to the SR 18 interchange. The City has authorized CLS to provide information during the offer process and to conduct discussions on the City's behalf.

The purpose of this letter is to notify you of the following:

- The City's interest in acquiring your property and/or property rights for this project.
- The City's determination of value for your property and/or property rights.

As outlined below, the City has established an amount it believes is a fair offer based on the market value estimated for your property. The City's contingent offer is as follows:

Land Conveyed Fee:	38,361 SF	$500,000.00
Total Amount (Rounded)		**$500,000.00**

Your property, Tract C, has been examined by a qualified appraiser and appraisal reviewer They have determined the market value of Tract C to be $500,000. You, or your designated representative, were provided with an opportunity to accompany the appraiser on all inspections of your property. By law, the appraisers must disregard any general increase or decrease in value caused by the project. We have included a copy of the appraisal for your review.

The City's offer is contingent on approval by the Maple Valley City Council. If you find the $500,000 purchase price acceptable, let us know by signing below and we will send a purchase and sale agreement containing more detailed terms for your review and approval. It is contemplated that payment for your property would be made available to you as soon as reasonably possible after the contingencies and other terms have been satisfied, as described in the forthcoming Real Estate Purchase and Sale Agreement.

CLS has attempted by this letter to provide a concise statement of the City's offer, and CLS would appreciate your timely review and consideration. CLS asks that you sign the copy of this offer letter provided to indicate your intent to sell Tract C for $500,000. Upon receipt of such indication, we will finalize a binding purchase and sale agreement for your review and approval.

We ask that you provide your response to this letter by **Friday, July 16**. If you have any questions about this offer please contact Jesse Ray, SR/WA at 425-372-7636 or Jesse.Ray@contractlandstaff.com.

Sincerely,

Kent Melton, SR/WA
Project Director

Enclosures:
- Appraisal
- Title Report
- Duplicate copy of Offer Letter

Cc: City of Maple Valley

Receipt of this letter is hereby acknowledged. I understand that this acknowledgement does not bind me to sell, nor bind the City to purchase Tract C. I do intend to sell Tract C to the City for $500,000, subject to City Council approval, and request that the City prepare a binding purchase and sale agreement for my review and approval.

"R&H Mining, LLC is accepting this proposal in order to expedite the City's acquisition of the property in question and to minimize the costs that R&H Mining will incur in connection with the City's acquisition of the property. If R&H Mining, LLC and the City are not able to agree on the terms of a mutually acceptable purchase and sale agreement for the sale of the property, R&H Mining, LLC reserves the right to seek a higher price for the property in any condemnation proceeding that may follow, and R&H Mining LLC's acceptance of the $500,000 offer at this stage will not be admissible as evidence in any condemnation proceeding that may be brought in the future."

Signature

7-19-21
Date

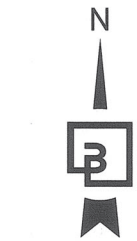
Signature

7-19-21
Date

2800 156th Avenue SE · Suite 200 · Bellevue · Washington · 98007 · phone 425.822.1767 · fax 425.320.4251

CITY OF MAPLE VALLEY, WASHINGTON
BINDING SITE PLAN
NO. CD1910-001

VOLUME/PAGE



0 50 100 200

SCALE: 1"=100'

LEGEND:
- FOUND REBAR/CAP AS NOTED
- FOUND LOT BOARD W/ TACK & WASHER "22962"
- SET REBAR/CAP "BCE 40016"

NOTES:
1. THERE ARE NO EXISTING BUILDINGS, WELLS OR DRAIN FIELDS ON SITE
2. SEE SHEET 2 OF 3 FOR SURVEY NOTES

TRACT A
STORM DRAINAGE
81,215 SQ. FT.
1.86 ACRES

LOT 1
402,438 SQ. FT.
9.24 ACRES

LOT 2
902,062 SQ. FT.
20.71 ACRES

TRACT B
FUTURE R/W
61,122 SQ. FT.
1.40 ACRES

TRACT C
FUTURE R/W
38,361 SQ. FT.
0.88 ACRES

WITTE RD. SE (PUBLIC R/W)

SE 236TH PL. (PUBLIC R/W)

228TH PL. SE

228TH AVE. SE

UNPLATTED APN 162206-9076

UNPLATTED APN 162206-9094

UNPLATTED APN 162206-9065

UNPLATTED APN 162206-9140

UNPLATTED APN 162206-9092

APN 152206-9039 20120515001877

APN 152206-9050 7704080512 CITY OF SEATTLE PIPELINE R/W

APN 152206-9049 CITY OF SEATTLE PIPELINE R/W

SOOS CREEK WATER & SEWER DIST. SANITARY SEWER LINE EASEMENT REC. NO. 9310120866

SOOS CREEK WATER & SEWER DISTRICT SANITARY SEWER LINE EASEMENT REC. NO. 9310120863

NORTHRIDGE AT MAPLE CENTRE REC. NO. 20181219000741

TRACT K

PROPOSED STRUCTURE

PROPOSED MONUMENT SIGN

EXISTING DOUBLE YELLOW CENTERLINE STRIPING OF SE 231ST ST. (CALCULATED CENTERLINE HAS NOT BEEN VERIFIED AT THIS TIME)

CALCULATED CENTERLINE PER COUNTY RECORDS (NO CL MONUMENTS FOUND)

CALCULATED CENTERLINE PER COUNTY RECORDS (NO CL MONUMENTS FOUND)

1/2" REBAR & CAP PER RECORDS (NOT VISITED THIS SURVEY)

FENCE CROSSES PROPERTY LINE

FENCE IS ON THE PROPERTY LINE

CHAINLINK FENCE ±0.5' S. OF LINE

FND. 1/2" REBAR & CAP "LS 16222" AT CORNER

FND. IRON PIPE AND FENCE AT CORNER

FND. 1/2" REBAR & CAP "LS 16222" AT CORNER

FND. 1/2" REBAR & CAP (ILLEGIBLE)

FND LOT BOARD W/ TACK & WASHER "22962" (TYPICAL ALONG THIS LINE)

CHAINLINK FENCE MEANDERS WEST, NORTH OF LINE FROM HERE

CHAINLINK FENCE UP TO 7.1' NORTH OF LN.

SPECIAL EXCEPTION 4 SHEET 1 OF 3 EASEMENT REC. NO. 20030929002322 BURDENED PROPERTY

KCSP 684087 REC. NO. 8411150750

PARCEL A BLA CD1705-001 REC. NO. 20170911900008

(S. 1/16TH COR.) SE COR., NE1/4, SE1/4, SECTION 16

LINE TABLE		
LINE	DIST	BEARING
L1	17.63'	S40°51'40"E
L2	17.63'	N40°51'40"W
L3	14.01'	S49°08'20"W
L4	18.99'	S49°08'20"W
L5	51.82'	N45°47'49"W
L6	50.18'	N29°37'15"W
L7	5.02'	N55°09'46"E
L8	54.96'	S02°28'50"W
L9	52.85'	S02°28'50"W

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	35°49'33"	23.41'	14.64'
C2	39°10'02"	24.51'	16.75'
C3	3°14'30"	730.40'	41.32'

STATE OF WASHINGTON OWEN B. HANLEY 40016 REGISTERED PROFESSIONAL LAND SURVEYOR 11/09/2020

Barghausen Consulting Engineers, Inc.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

DRAWN BY: KMA/OBH
DATE: 10/30/2020
SCALE: 1" = 100'
JOB NO.: 7124

NW1/4 OF SW1/4, SEC. 15 & NE1/4, NW1/4 & SE1/4 OF SE1/4, SEC. 16, T22N-R6E, W.M.

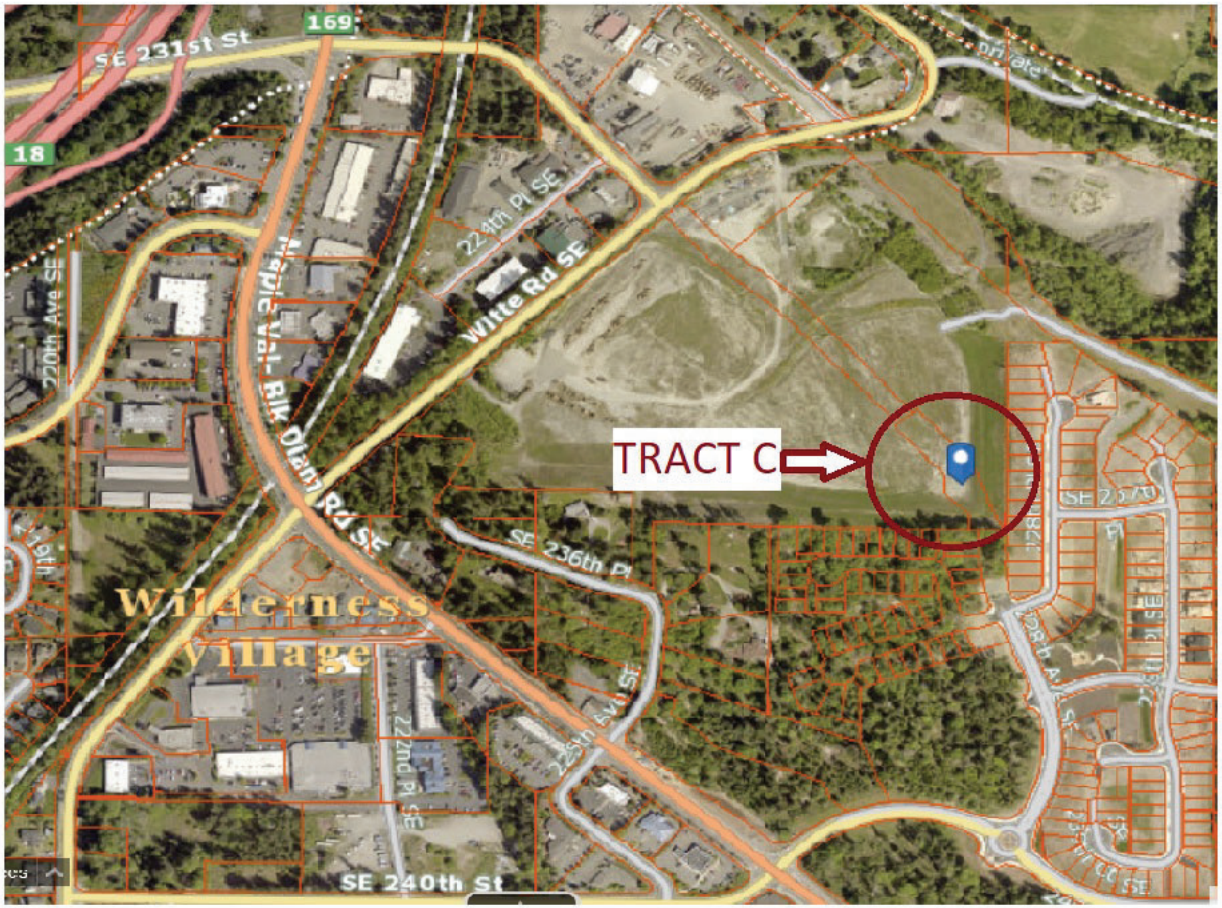
PANATTONI DEVELOPMENT CO., INC.
1821 DOCK STREET
TACOMA, WA 98402

CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON

SHEET 3 OF 3

File:P:\07000s\7124\survey\plats\7124bsp02.dwg Date/Time:11/5/2020 12:04 PM Scale:1" = 1' KANDERSON Xref: -----

This page is intentionally left blank.



Vicinity Map