

**SECOND
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**THE CITY OF DES MOINES
and
THE PORT OF SEATTLE**



June 15, 2012

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- A DMCBP Legal Description*
- B Master Plan*
- C DMCBP Short Plat*
- D Design Guidelines*
- E Environmental Mitigation (SEPA)*
- F S. 208th Street Private Cross-section*
- G Internal Loop Road Cross-section*
- H Transportation System Improvement Matrix*
- I Wetland Mitigation Area Map*
- J Executive Order 10-001: City-wide Development Incentive (Permit Fees)*

**SECOND DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DES MOINES
and
THE PORT OF SEATTLE**

THIS SECOND DEVELOPMENT AGREEMENT, hereinafter referred to as the “Agreement”, is entered into effective on the 15th day of June, 2012 by and between the City of Des Moines, a Washington municipal corporation (hereinafter referred to as the “City”) and the Port of Seattle, a Washington municipal corporation (hereinafter referred to as the “Port”) in connection with the real property described herein (hereinafter referred to as the “Property”), and development of the Property by its assigns for the purposes and on the terms and conditions set forth herein.

RECITALS

A. The City is a non-charter code city organized pursuant to Chapter 35A.13 RCW of the laws of the State of Washington having authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens, and thereby control the use and development of property within its jurisdiction.

B. The Port is a municipal corporation, with authority under the Revised Airports Act, Chapter 14.08 RCW; the Airport Zoning Act, Chapter 14.12 RCW, the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; certain port district enabling statutes; and other state and local laws, to exercise discretionary land use jurisdiction over real property located within its boundaries.

C. The Port and City share the goals of creating an attractive and safe commercial development, an employment center that provides family wage jobs, a new source of direct and indirect long-term revenue for both the Port and the City, and increasing trade opportunities for the region.

D. The Port and the City executed the “First Development Agreement” concerning the Property in July 2005 under the authority of RCW 36.70B.170-.210 and the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements for joint performance of actions within their separate powers.

E. The Port and City subsequently amended the First Development Agreement with a First Addendum in May 2008, and a Second Addendum modifying the First Addendum in November 2010 regarding compensation for dedicated and deeded rights of way and purchase of right of way frontage within and for the Des Moines Creek Business Park (DMCBP).

F. RCW 36.70B.170. et. seq., authorizes the City to enter into development agreements with owners, contract purchasers, and option holders of real property, to establish, among other things, the “development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.

G. RCW 36.70B.190 requires that any development agreement be recorded with the real property records of King County.

H. The City and the Port have agreed to enter into this Agreement to establish, among other things, the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the Property for the duration specified in the Agreement.

I. The proposed Project accomplishes the statutory intent of a comprehensive, orderly, planned development within the City, providing public benefits to the citizens and residents of the City.

J. Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the City Council has enacted Resolution Number 1194 authorizing the City Manager to enter into this Agreement, and

K. The Port Commission voted on June 5, 2012 to authorize the Port Chief Executive Officer to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties contained herein, and pursuant to RCW 36.70B.170-200, the parties hereto agree as follows:

AGREEMENT

SECTION 1. DEFINED TERMS

Terms not otherwise defined herein have the meaning set forth in 36.70B.170 RCW, the provisions of which are incorporated herein by reference.

1.1 Agreement. The Second Development Agreement by and between the City of Des Moines and the Port of Seattle.

1.2 Conceptual Master Plan. *The Des Moines Creek Business Park Conceptual Master Plan* dated April 2006 prepared by CH2M Hill.

1.3 DMCBP. The Des Moines Creek Business Park, an approximately 89-acre property owned by the Port within the City, which can be generally described as the area bounded by South 216th Street to the south, the City municipal boundary to the north (roughly South 208th Street), 24th Avenue South to the east and the surplus SR 509 right-of-way to the west.

1.4 DMMC. The Des Moines Municipal Code.

1.5 Development Regulations. The controls, requirements, and limitations placed on development within the City adopted by the City, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, drainage requirements, transportation requirements, SEPA ordinances, and subdivision ordinances.

1.6 Environmental Documents. The background environmental studies identified in Sections 6.3 – 6.6 of this Agreement.

1.7 Master Plan. The generalized layout plans for development of the Property, including but not limited to environmental protections, transportation, surface water, general building location, associated parking facilities, loading facilities, square footage of buildings, utilities, and identification of lots and tracts.

1.8 Permitted Uses. The uses allowed on properties zoned Business Park (B-P) as established by DMMC 18.25.020.

1.9 The Port. The Port of Seattle and/or the developer(s) who have executed a ground lease with the Port for development within the DMCBP.

1.10 The Project. The phased build-out of the DMCBP consistent with the terms of this Agreement.

1.11 Transportation Gateway Project. The City's project to construct transportation improvements to the South 216th Street and 24th Avenue South rights-of-way to accommodate multiple modes of travel (pedestrians, bicycles, transit, automobiles, & freight) in support of the DMCBP as well as accommodating future growth as reflected in the City's Comprehensive Transportation Plan. The project limits for South 216th Street are between I-5 and 18th Avenue South and for 24th Avenue South are between South 208th Street and South 216th Street. The project has been split in to the following segments:

1.11.1 S. 216th St. - Segment 1A: This segment of the project includes the portion of South 216th Street from 29th Avenue South to 24th Avenue South.

1.11.2 S. 216th St. - Segment 1B: This segment of the project includes the portion of South 216th Street from 29th Avenue South to I-5. It is envisioned that Segment 1B of the project will be constructed concurrent with the State's SR 509 construction project.

1.11.3 S. 216th St. - Segment 2: This segment of the project includes the portion of South 216th Street from 24th Avenue South to 18th Avenue South including the 24th/216th intersection.

1.11.4 24th Avenue South Segment: The portion of 24th Avenue South from South 208th Street to South 216th Street.

SECTION 2. PURPOSE.

2.1 General. The parties agree that this Agreement is premised upon the DMCBP Master Plan for Area 1 (**Exhibit B**), being approved by the City concurrent with this Agreement and the DMCBP Short Plat (**Exhibit C**), being approved by the City concurrent with this Agreement and later recorded. This Agreement addresses the development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property for the duration specified herein. It will guide the phased development of the Project, including addressing the street and stormwater improvements related to build-out of the Project.

2.2 Assurances. The Port desires to obtain and the City makes the following assurances:

- The Property is appropriately zoned to serve the needs envisioned in the Master Plan.
- The requirements for improvements to public streets and related infrastructure under the jurisdiction of the City are specifically identified.
- The development standards, including any modifications and other provisions which apply to the development of the Property, are clearly specified.
- Required environmental mitigation is accurately identified.

- Upon receipt of its development and construction permits the Port may proceed with the development of the Project.
- The Development Regulations vested for the duration of the Project are clearly identified.

SECTION 3. PROPERTY DESCRIPTIONS

3.1 Property. The Property subject to this Agreement is commonly referred to as the DMCBP and is fully described in **Exhibit A** attached hereto and incorporated herein by this reference.

3.2 Zoning Designation. The zoning designation of the Property as Business Park (B-P) shall be unchanged for the duration of this Agreement.

SECTION 4. PARTIES

4.1 The City. The City of Des Moines, a municipality of the State of Washington, exercises governmental functions and powers pursuant to the laws of the State of Washington and the DMMC. The principal office of the City is located at 21630 11th Avenue South, Des Moines, Washington 98198.

4.2 The Port. The Port of Seattle, a municipal corporation, exercises governmental functions and powers pursuant to the laws of the State of Washington. The principal office of the Port is located at 2711 Alaskan Way, Seattle, Washington 98121.

SECTION 5. PROJECT

5.1 General. The DMCBP is envisioned as a thriving center for diverse light industrial and commercial activities.

5.2 Phases. It is anticipated that the Project will be developed in three phases that correspond to the three geographical areas identified in the Master Plan (**Exhibit B**) and generally described as follows:

- 5.2.1 Area 1** – Area 1 consists of Lots 1 – 3 and Tract Y of the DMCBP Short Plat. The Port plans to enter into a long-term lease agreement with Puget Sound Energy (PSE) covering this area. PSE intends to assign the lease to Benaroya Capital Co., LLC to construct a central operational facility to

provide improved maintenance and emergency services to the Puget Sound Region and the greater Pacific Northwest.

5.2.2 Area 2 – Area 2 consists of Lots 4 – 5 of the DMCBP Short Plat. The Port anticipates this area will be developed with business park uses, including light industrial or commercial office uses. The Port expects to enter into a long-term lease agreement with a developer for this area.

5.2.3 Area 3 – Area 3 consists of Lots 6 – 9 of the DMCBP Short Plat. The Port anticipates this area will be developed with business park uses, including light industrial, commercial office, or retail uses. If this area is developed for retail uses, the Port anticipates the property will be purchased by the City or its assignee pursuant to Section 10 of this Agreement. Otherwise, the Port expects to enter into a long-term lease agreement with a developer for this area.

SECTION 6. BACKGROUND DOCUMENTATION AND PREVIOUS AGREEMENTS

6.1 General. The terms of this Agreement and the development envisioned for the DMCBP is influenced by a number of previous documents. The documents identified in this Section evaluated numerous aspects of the Property and provide critical information utilized to formulate decisions associated with the development of the Property and the preparation of this Agreement.

6.2 DMCBP Conceptual Master Plan. *The Des Moines Creek Business Park Conceptual Master Plan* dated April 2006 prepared by CH2MHill. This report presented illustrative concepts for the development of the DMCBP given the site's physical features, the applicable development regulations, and market conditions. It was meant to be representative of the range of possible future buildout scenarios. This report was also utilized to complete the environmental review analysis required under the State Environmental Policy Act (SEPA).

6.3 DMCBP Draft EIS. *The Des Moines Creek Business Draft Environmental Impact Statement* dated November of 2006 prepared by Blumen Consulting Group Inc., A.C. Kindig and Co., Cedarock Consultants, and CH2MHill. The Draft Environmental Impact Statement (DEIS) analyzed and identified the probable significant environmental impacts that could occur as a result of development of the DMCBP. The DEIS also identified environmental mitigation measures which must be incorporated into the Project in order to reduce or prevent the identified environmental impacts. The DEIS was completed jointly by the City and the Port as SEPA Co-Lead Agencies.

6.4 DMCBP Final EIS. The *Des Moines Creek Business Final Environmental Impact Statement* (FEIS) dated March of 2007 prepared by Blumen Consulting Group Inc., A.C. Kindig and Co., Cedarock Consultants, and CH2MHill. The FEIS provided additional information and responses based on comments received during the comment period for the DEIS. Together, the FEIS and DEIS comprise the environmental impact statement for the DMCBP project as required by SEPA.

6.5 Traffic Trip Thresholds Technical Memorandum. The *Des Moines Creek Business Park – Draft Project Element Traffic Trip Thresholds Technical Memorandum* dated February 20, 2007 prepared by CH2MHill. This technical memorandum describes the amount of traffic volume the DMBCP could generate in year 2008, 2015 and 2024 before triggering the project elements described in the Traffic Analysis Report of the DMCBP DEIS.

6.6 Wetland Re-Delineation Report. The *Wetland Delineation and Habitat Assessment – Des Moines Creek Business Park Puget Sound Energy Facilities* dated February 15, 2012 prepared by Soundview Consultants. The report re-delineated and assessed the wetlands and other potentially regulated aquatic features within Areas 1 and 2 of the Property. The Port acknowledges that an updated delineation report for the wetlands and other potentially regulated aquatic features will be completed as part of the development of Area 3.

SECTION 7. DEVELOPMENT REGULATIONS

7.1 General. The Port shall comply with all applicable Development Regulations, except as modified by this Agreement.

7.2 Parking. The City agrees to waive the requirement of DMMC 18.25.060(1) that any buildings containing three or more floors provide at least fifty percent (50%) of the required parking within the building or an adjacent multistory parking structure pursuant to DMMC 18.52.100. Further, the City agrees to waive the parking requirement established by DMMC 18.44.060(5)(c) that requires one (1) parking space for every 2,000 square feet of uncovered storage area for Area 1 pursuant to DMMC 18.44.040(1).

7.3 Recreation Requirements. The Port shall provide the recreational facilities described in this Section. In consideration for these facilities, the City pursuant to DMMC 18.52.100 waives the requirement of DMMC 18.25.080 that sites within the B-P zone submit a park study to evaluate the impact on the City's park system and identify the recreational needs of the employees and customers.

7.3.1 Joint Use Access Path. The Port will construct a 12-foot-wide joint use pedestrian and bike pathway located on the north and west side of the

Internal Loop Road discussed in Section 11.1.2. The construction of the joint use access pathway will be completed in conjunction with the construction of each segment of the Internal Loop Road.

7.3.2 Des Moines Creek Trail Connection. The Port will construct a 12-foot-wide joint use pedestrian and bike pathway within a 24-foot-wide tract to provide a connection to the Des Moines Creek Trail in conjunction with the development of Area 3. The location of the tract will be south of the tract established for the detention facilities for Areas 1 and 2, as illustrated on the Master Plan and DMCBP Short Plat (**Exhibits B and C** respectfully). The tract will be established as part of the DMCBP Short Plat. This connection will provide access from the Joint Use Access Path via Barnes Creek Trail to the Des Moines Creek Trail which is part of the Lake to Sound Regional Trail System.

7.4 Landscaping Requirements. The City agrees to waive the requirement of DMMC 18.41.310(2) that sites within the DMCBP provide a twenty (20) feet wide Type I landscaping strip including a five (5) foot tall earthen berm adjacent to 24th Avenue South and South 216th Street pursuant to DMMC 18.52.100. In lieu of the required landscaping, the Port agrees to install a ten (10) foot wide Type II landscaping strip as defined by DMMC 18.41.350 along 24th Avenue South and South 216th Street.

7.5 Design Standards. The City agrees that the DMCBP Design Guidelines prepared by the Port are approved by this Agreement to guide the development of the Property and are attached hereto as **Exhibit D** and incorporated herein by this reference.

SECTION 8. MASTER PLAN

8.1 Approval. The City agrees that the Master Plan attached as **Exhibit B** and incorporated by this reference satisfies requirements of DMMC 18.25.030 for Area 1. The Port agrees that separate Master Plans for Areas 2 and 3 will be submitted to the City for review that will be processed in accordance with DMMC 18.25.030(5) and as an Amendment to this Agreement pursuant to Section 17.2.

8.2 Limitation. The Parties acknowledge that approval of the Master Plan by the City constitutes approval of the general layout of the Project and is subject to permitting conditions to be identified on individual permits. Master Plan approval does not constitute acceptance or approval of specific details of the Project. When the Port seeks permits to develop an individual area within the Property, the Port shall submit appropriate permit applications

which include but are not limited to the applications identified in Section 14 and the supplemental traffic impact analysis as described in Section 9.3.

SECTION 9. STATE ENVIRONMENTAL POLICY ACT (“SEPA”)

9.1 Development Agreement. The City’s approval of a development agreement is a “project action” as defined by the State Environmental Policy Act (SEPA) and, as such, requires environmental review. The Parties agree that the SEPA review required for consideration and adoption of this Agreement has been fulfilled with the publication of the Environmental Documents.

9.2 SEPA Review. The Parties acknowledge that the Environmental Documents fully evaluated the environmental impacts from the development of the Project, except for the environmental impacts associated with the retail development as discussed in Section 10 of this Agreement. The City agrees that if additional SEPA analysis is needed to assess the environmental impacts associated with retail development within Area 3, the cost for such additional SEPA analysis will be paid for by the City or its assign.

9.3 Supplemental Traffic Impact Analysis. Several project and system improvements were identified within the Environmental Documents, and assumed to be constructed and in place at various points of the phased build-out of the Project. In order to mitigate the traffic impacts associated with the Project, trip thresholds were established that would trigger these various project and system improvements. The Port shall submit, for City review and approval, a supplemental traffic impact analysis with each phase of the Project to document that the proposed phase of the Project is consistent with the traffic analysis in the Environmental Documents. If the proposed phase of the development is not consistent with the traffic analysis in the Environmental Documents, mitigating measures shall be identified and constructed.

9.4 Other Mitigation Measures. As triggered during build-out of the Project, the Port agrees to implement the other environmental mitigation measures not related to traffic impacts established by the Environment Documents and provided in **Exhibit E**.

SECTION 10. RETAIL DEVELOPMENT

10.1 General. Following preparation of the Conceptual Master Plan and the Environmental Documents, the City requested that the Port include destination retail use on Area 3. The Port agreed in principle to allow the City to option Area 3 for retail use subject to certain conditions.

10.2 Purchase Option. If the City concludes that retail development is viable to the Port's satisfaction by September 28, 2012, the Port and the City shall negotiate and execute an option agreement within three (3) months of such date that outlines the terms for a fixed-term, assignable option not exceeding two (2) years for the City (or its assign) to acquire Area 3 for retail development. If the City declines to pursue an option, the Port shall then develop Area 3 of the Project with other business park uses permitted by the DMMC.

SECTION 11. TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

11.1 Access and Internal Roadways. Roadways on the Property accessing South 216th Street and 24th Avenue South shall be built to City of Des Moines Street Design and Construction Standards as described in this Section. These roadways will be designed to match the final grades provided in the Transportation Gateway Project. Accommodations for interim grade transitions should be included in the Port's civil plans to address construction timing issues. The individual roadways are further described below:

11.1.1 South 208th Street (Public). The Port shall construct the northern access roadway identified in the Environmental Documents generally within the boundaries of the vacated/surplused South 208th Street; provided that the roadway will be modified to be a dead end cul-de-sac and not connect to the Internal Loop Road discussed in Section 11.1.2. This road will be placed within a 60-foot-wide right-of-way, shall align with South 208th Street on the east side of 24th Avenue South, and shall be dedicated to the City as part of the DMCBP Short Plat. Prior to the construction of the road, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the cross-section provided in **Exhibit F**. The City will take over maintenance responsibility of this roadway when its construction is completed, and it is accepted in accordance with the provisions of the City's right-of-way permit. The threshold trigger for completion of South 208th Street shall be concurrent with the development of Area 1.

11.1.2 Internal Loop Road (Public): The Port shall construct the Internal Loop Road providing a connection from South 216th Street to 24th Avenue South as identified in the Environmental Documents; provided that the alignment of the roadway will be modified to connect to 24th Avenue South at the approximate location of the vacated/surplused South 212th Street.

The Internal Loop Road will be constructed in phases. The first phase will be constructed concurrent with the development of Area 1 and is identified

on the Site Plan – **Exhibit B**. This first phase of the road will be placed within a 66-foot-wide (minimum) right-of-way and dedicated to the City as part of the DMCBP Short Plat. The City will take over maintenance responsibility of the first phase of this roadway when its construction is completed, and it is accepted in accordance with the provisions of the City’s right-of-way permit.

Construction of subsequent phases of the Internal Loop Road shall be concurrent with the development of Areas 2 and 3, respectively, unless supplemental traffic impact analysis determines that its complete construction is required. As part of the DMCBP Short Plat, these future road segments will be shown in a 66-foot-wide (minimum) tract. When the construction of that phase of the roadway is completed, the tract will be dedicated to the City as right-of-way.

Prior to the construction of each phase of the Internal Loop Road, the Port shall prepare civil engineering plans for review and approval by the City consistent with the cross-section provided in **Exhibit G**.

11.2 Frontage Improvements. In accordance with the Environmental Documents and the DMMC, the Port is responsible for providing frontage improvements along South 216th Street and 24th Avenue South consistent with the design of the Transportation Gateway Project when permits are issued for construction fronting on these streets. Consistent with DMMC 12.40.040(2) and in advance of permitted development, the Port agrees to make an in-lieu cash payment to the City to fulfill the requirement to physically construct the required frontage improvements. Such payment will reduce, cap and limit the Port’s future costs. In addition, the payment will allow the City to secure committed state grant funds and improve its competitiveness for additional regional and federal funds. In accepting the in-lieu cash payment, the City agrees to take the lead on and be responsible for the construction of the frontage improvements adjacent to South 216th Street and 24th Avenue South. This in-lieu cash payment is based on the estimated cost of the frontage improvements pursuant to DMMC 12.40.040(2) and further described below:

11.2.1 South 216th Street. The Port is responsible for fifty percent (50%) of the cost of Segment 2 of the Gateway Road Project as a condition for the City’s issuance of a building permit for Area 3. The Port agrees that the cost estimate for Segment 2, including engineering, administration, right-of way, and construction totals \$8,653,787. Therefore, the Port’s in-lieu cash payment for this frontage totals \$4,326,894.

11.2.2 24th Avenue South. The Port agrees that it is responsible for fifty percent (50%) of the cost of the 24th Avenue Segment of the Transportation Gateway Project improvements as a condition for the City's issuance of a building permit for Areas 1 and 2. The cost estimate for this Segment, including engineering, administration, right-of-way, and construction totals \$9,569,989. Therefore, the Port's in-lieu cash payment for this frontage totals \$4,784,995.

11.2.3 Advance Payment of In-Lieu Fees. The Parties acknowledge that as of the date of this Agreement, the Port is only prepared to begin the development of Area 1 and that any in-lieu cash payments made by the Port for Areas 2 and 3 are in advance of the typical payment trigger for development of Areas 2 and 3. The Parties further acknowledge that due to the magnitude and complexity of the Transportation Gateway Project, completing its construction in incremental stages would be significantly more costly than constructing it as one integrated project, given its off-set alignment, comprehensive storm drainage systems, traffic signal systems, and other utility improvements. Incremental construction would be most costly due to the fact that each individual stage of construction would have to account for interim roadway transitions, utility terminations, and other temporary systems, which would increase project costs by at least twenty percent (20%) and potentially as high as thirty percent (30%). Therefore, the Parties agree that in order to minimize the overall roadway improvement costs, the improvements are best completed at one time as part of an integrated project with advance payment of all in-lieu fees by the Port. The Port's agreement to such advance payment will help the City secure state and/or federal grants needed to complete the Transportation Gateway Project improvements, without which the Port's share of the costs for the roadway improvements would be significantly higher. To induce the Port's advance payment of all the in-lieu payments for the required Transportation Gateway Project frontage improvements, the Parties agree to the following payment amounts and schedule:

11.2.3.1 South 216th Street. The City has secured a Transportation Improvement Board (TIB) grant of \$4 million for the construction of Segment 2 of the Transportation Gateway Project. This grant requires the construction of this segment be underway in the first quarter of 2013. To facilitate the City's adherence to this schedule and to provide the necessary local match for the grant, the Port agrees to pay the City an advance

in-lieu cash payment in the amount of \$2.5 million, on or before January 31, 2013 instead of the \$4,326,894 that would otherwise be due. In return, the City agrees that the requirement for the Port to provide frontage improvements along South 216th Street will be fully satisfied. The Port's payment of \$2.5 million, together with the in-lieu cash payment described in Section 11.2.3.2, is the basis for the Transportation Impact Fee waiver described in Section 11.3.

11.2.3.2 24th Avenue South. The City is in the process of securing federal, state, and/or regional grants for the construction of this segment. To facilitate the City's timely construction of this segment and to provide local match for these grants, the Port agrees to pay an advance in-lieu cash payment to the City in the amount of \$3.5 million, on or before May 31, 2013 instead of the \$4,784,995 that would otherwise be due. In return, the City agrees that the requirement for the Port to provide frontage improvements along 24th Avenue South will be fully satisfied. The payment of \$3.5 million from the Port, together with the in-lieu cash payment described in Section 11.2.3.1, is the basis for the Transportation Impact Fee waiver described in Section 11.3.

11.2.3.3 20th Avenue South Traffic Signal. The Port acknowledges that the development of Area 1 will generate 364 PM peak hour trips. This is significant given the threshold trigger points identified in **Exhibit H**. Several project and system improvements are identified in the Environmental Documents when the total PM peak hour trips generated by the DMCBP are 390 or greater. The Parties acknowledge that one of these requirements is the installation of a traffic signal at the intersection of South 216th Street and 20th Avenue South, along with the associated roadway improvements at the intersection. This improvement is part of the Transportation Gateway Project, and therefore is included in the in-lieu cash payment for Segment 2 of South 216th Street. The Port agrees that while the development of Area 1 does not specifically trigger the requirement for this improvement at this time, its development does contribute to the overall and eventual need for the improvement, and that it would likely be triggered by the next phase of development on the Property whether in Area 2 or 3.

11.3 Transportation Impact Fees. In consideration for the Port providing in-lieu cash payments as discussed in Section 11.2, the Port shall not be required to pay Transportation Impact Fees (TIF) pursuant to RCW 82.02.060 for the duration of this Agreement; provided however that this wavier does not relieve the Port of providing actual project and system improvements as described in Section 11.4.

11.4 Project and System Improvements. The Port shall construct the required Project and system improvements identified in the Environmental Documents, and any additional Project or system improvements that may be identified in supplemental traffic impact analysis submitted for each phase of the Project. A list of the Project and system improvements, along with their threshold trigger points, is provided in **Exhibit H**. This list is not all inclusive, as it only includes the Project and system improvements identified in the Environmental Documents submitted as of the date of this Agreement. The list does not include any additional Project or system improvements that may be identified in supplemental traffic impact analysis submitted for each phase of the Project.

The City will accept proportionate share contributions from the Port for the system improvement identified for South 216th Street – Segment 1A (between 29th Avenue South and 24th Avenue South (refer to **Exhibit H** – Project 5). When the threshold for the system improvement is triggered by a specific phase of the Project, that phase of the Project (and all subsequent phases of the Project) will make a proportionate share contribution towards this system improvement. The proportionate share contribution shall be calculated by taking the total PM peak hour trips generated by the specific phase of the Project at the intersection of Pacific Highway South and South 216th Street, dividing it by the total PM peak hour trips at the intersection, and multiplying the result by the cost estimate for the system improvement.

SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE

12.1 General. The Port shall provide stormwater facilities to address surface water runoff created as the result of development of the Property. All stormwater facilities shall be located in separate public tracts. The stormwater facilities will be built by the Port, and, upon completion, deeded to the City as part of the DMCBP Short Plat for long-term ownership and maintenance.

12.2 Standard. The Port shall comply with the version of the *King County Surface Water Design Manual* (KCSWDM) in effect at the time that permits are submitted for the development of Area 3. Development within Areas 1 and 2 shall be vested to the regulations of the *2009 King County Surface Water Design Manual* for the duration of this Agreement. It is anticipated that Low Impact Development drainage standards will be a KCSWDM requirement

for any development within the City after January 1, 2016. Before January 1, 2016, it is preferred, but not required, that stormwater be handled using Low Impact Development approaches when economically and technically feasible. The City may impose additional water quality or flow control requirements if it is deemed through performance that the facilities are not sufficient in achieving the standards set forth in the KCSWDM.

12.3 Surface Water Management Fees. All surface water development fees and surface water service fees are applicable to the DMCBP in accordance with Chapter 11.12 of the DMMC.

12.4 Flow Control. The Port may utilize the King County Level 1 flow control criterion and the 1994 land use condition as the pre-developed condition for sizing flow control facilities that discharge directly to Des Moines Creek, a drainage tributary or to a City conveyance system as set forth in the KCSWDM for the sizing of stormwater detention facilities due to the implementation of the Des Moines Creek Basin project. However, areas that discharge directly or indirectly to a wetland shall meet the criterion set forth in the KCSWDM as amended by Chapter 11.28 DMMC – Supplemental Storm Water Standards.

12.5 Detention Tracts. Pursuant to DMMC 17.36.100, all detention facilities are to be located within separate tracts that are deeded to the City, whereupon the City shall assume all maintenance and ownership responsibilities. A private access easement to the detention tracts shall also be provided to allow access to the facilities for water quality testing that may be required in order to meet any issued industrial NPDES permits. Prior to City acceptance of the detention facilities, the Port will provide the City with an operations and maintenance manual for the care of the facilities, including any special instructions for maintaining any protective netting or plantings that is required to satisfy FAA regulations.

12.6 Drainage Reports.

12.6.1 Areas 1 and 2. The City agrees that the Technical Information Report (drainage report) submitted for the detention facility located in Tract A of the DMCBP Short Plat has been designed to address the drainage associated with the development of Areas 1 and 2 of the Property; provided that the development occurs consistent with the Technical Information Report prepared by Barghausen Engineering dated May 16, 2012.

12.6.2 Area 3. A Technical Information Report shall be prepared, for City Approval, to identify drainage facility requirements and demonstrate compliance with the KCSWDM or other approved standards as specified

in Section 12.4 at the time the Design Review Application and/or Grading Permit is submitted for development of Area 3.

SECTION 13. ENVIRONMENTALLY CRITICAL AREAS

13.1 Wetlands. There are a number of wetlands that exist on or directly adjacent to the Property. The Environmental Documents envisioned filling all of the on-site wetlands in conjunction with the development of the Property.

13.2 Permits. The Port shall secure the required approvals from the Army Corps of Engineers and/or the Washington State Department Ecology as may be necessary for the fill of wetlands W, B11, 14 and 32 and any other regulated waters identified in the Environmental Documents. The City acknowledges that local permits are not required to fill these wetlands pursuant to Section V – Step 2(4) of the *First Development Agreement between the City of Des Moines and the Port of Seattle*.

13.3 Mitigation Site. The City agrees to issue all necessary easements, construction licenses, and consent to construct the required mitigation for impacts to the wetlands and ditches regulated by the Army Corps of Engineers within the area illustrated on **Exhibit I** within the boundaries of the Des Moines Creek Park.

13.4 Critical Aquifer Recharge Area. The Port shall submit, for City approval, a report prepared by a licensed professional engineer demonstrating that the Project complies with DMMC 18.86.240, Critical Aquifer Recharge Areas (CARA). The Parties agree that the CARA Report can be submitted at the time of submittal of the building permit application(s) for each Area.

13.5 Tracts. The Port agrees to place the wetlands and corresponding buffers, stream buffers, and ravine sidewalls and corresponding buffer into separate tract(s) as part of the DMCBP Short Plat.

SECTION 14. PERMITTING

14.1 General. The Port shall submit all permit applications required by the City for the development of Areas 1, 2 and 3 within the Project. The Port acknowledges that the City has attempted to identify the permits and applications required for the development of the Project and that subsequent review of proposed development for Areas 1, 2 and 3 may reveal additional issues that may require other permits or applications not discussed in this Section.

14.2 Design Review. The Port shall submit, for City approval, a Design Review application consistent with Chapter 18.58 DMMC – Design Review for development of each

individual Area within the Property. The application materials required for Design Review are provided on Form DSW-01.

14.3 Clearing and Grading. The Port shall submit, for City approval, a Clearing and Grading Plan consistent with Chapter 14.24 DMMC for the development of each individual Area within the Property. The application materials required for Grading Permit are provided on page 4 of Form DSA-02. Clearing and grading for the Project shall be restricted to those areas identified on the clearing and grading plans approved by the City for each Area. No other clearing of any nature shall be allowed without prior written approval of the City.

14.4 Building Permits. The Port shall submit, for City approval, Building, Electrical, Plumbing, and Mechanical Permit Applications consistent with Title 14 DMMC – Buildings and Construction Code.

14.5 Right-of-Way Permits. The Port shall submit, for City review and approval, right-of-way permits for any work occurring within the City right-of-way. Since both South 208th Street and the Internal Loop Road identified in Section 11 will eventually be dedicated to the City, right-of-way permits will also be required for the construction of these roadways.

14.6 Permit Fees. The City agrees to vest the Port to the provision of Des Moines Executive Order 10-001 (**Exhibit L**) for the term of this Agreement. This Executive Order established a *City-Wide Development Incentive Program* for all commercial projects by reducing fees for design review, environmental review, subdivision, planned unit development, short subdivision and lot line adjustment, engineering plan review, building plan check and building permit, land clearing, grading or filling, mechanical, electrical and plumbing permit, and right of way permits by twenty percent (20%) for projects with over 50,000 square feet of gross floor area excluding parking areas.

SECTION 15. VESTED RIGHTS AND TERM

15.1 Duration and Termination. This Agreement shall remain in effect for a period of fifteen (15) years unless either (a) the Parties both agree to extend the Agreement for a period to be defined, (b) the Project is fully developed consistent with Master Plans approved by the City for Areas 1 – 3, or (c) the Agreement is sooner terminated by the Parties. Other than as may be prohibited by law, and specifically subject to the limitations of RCW 36.70B.180, the Parties may terminate this Agreement by providing ninety (90) days written notice pursuant to Section 17.1. Termination of this Agreement shall not result in termination of any other legally binding agreement or action based upon this Agreement unless such additional termination is required under the terms of such other agreement or action. Notice of termination shall be provided in accordance with Section 17.1.

15.2 Vesting of Development Regulations. The Port is assured that all Development Regulations that govern development of the Property that are in effect as of the date of the City's approval of this Agreement shall apply for a period of fifteen (15) years from the effective date of this Agreement; provided, the Port shall be required to comply with the International Building Code, the City's Street Design and Construction Standards, and other regulatory codes adopted by the State of Washington and King County that preempt the City's authority in effect as of the date that the Port submits a complete permit application to the City for review. If the Property has not reached full build-out within this 15-year period, the Parties agree that Development Regulations in effect at that time will control the further development of the Property. The Port may elect, at its discretion, to conform to new Development Regulations that the City may adopt from time to time. Notwithstanding the foregoing, the City reserves the authority to impose new or different regulations to the extent necessary or required to address a threat to public health or safety.

SECTION 16. CERTAINTY OF DEVELOPMENT AGREEMENT

16.1 Development Agreement Deemed Controlling. This Agreement, once recorded, and any terms, conditions, maps, notes, references, or regulations which are a part of the Agreement shall be considered enforceable. In the event of a specific conflict with any provisions of the DMMC, this Agreement shall take precedence. Unless otherwise provided by this Agreement, the City's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement, and construction standards shall be those City ordinances, resolutions, rules and regulations, and official policies in force at the time of the execution of this Agreement.

16.2 Subsequent Actions. This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the Property, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies.

16.3 Changes in the Law. In the event that City, state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations following modification procedures in Section 17 for an amendment or cancellation.

16.4 Emergency Situations. The City may suspend the issuance of building permits for the planned Project if it finds that continued construction would place surrounding residents or the immediate community in a condition dangerous to their health or safety.

SECTION 17. GENERAL PROVISIONS

17.1 Notices, Demands and Communications. Formal notices, demands and communications between the City and the Port shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the Port as follows:

City:

Anthony Piasecki or successor
City Manager
City of Des Moines
21630 11th Avenue South
Des Moines, Washington 98198

Port:

Tay Yoshitani or successor
Chief Executive Officer
Port of Seattle
2711 Alaskan Way
Seattle, Washington 98121

17.2 Amendments. This Agreement may be amended or modified in accordance with RCW 36.70B.170-200, and other applicable laws, rules or regulations, and upon mutual consent of the Parties, such mutual consent of the Parties shall be evidenced by a written amendment signed by the Parties.

17.3 Other Government Approvals. Should the Port at any time require the approval of any governmental body or board, whether of local, regional, state or federal jurisdiction, the Port shall bear the sole cost and responsibility for obtaining needed approvals. The City, upon request by the Port, shall lend its full cooperation and affirmative support if it deems such would be in the interest of timely performance under this Agreement, and such cooperation and support would not compromise the responsibilities of the City, including its responsibilities to the Port as set forth in this Agreement. Nothing contained herein is designed to relieve the Port of the necessity of complying with the laws governing the permitting requirements, conditions, terms or restrictions.

17.4 Conflict of Interests. No member, official or employee of the City shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. The Port warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for securing the City's approval of this Agreement.

17.5 Non-Liability of City, Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to the Port, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Port or successor or on any obligation under the terms of this Agreement.

17.6 Enforced Delay. Performance by either party under this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes, lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions of priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); unusually severe weather; inability to secure necessary labor, materials or tools; acts or failure to act of any public or governmental authority or entity (other than the acts or failure to act of the City which shall not excuse performance by the City), or any other causes (other than lack of funds of the Port) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for a period of the enforced delay and shall commence to run from the commencement of the cause, if notice by the party claiming such extension is sent to the other party within fifteen (15) calendar days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the City's City Manager or designee.

17.7 Title of Parts and Sections. Any titles of the parts, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

17.8 Hold Harmless. The Port shall indemnify and hold harmless the City and their officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Port, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Port and their respective officers, agents and employees, or any of them, the Port shall satisfy the same to the extent that such judgment was due to the Port's negligent acts or omissions.

17.9 Enforcement, Rights and Remedies Cumulative. This Agreement shall be enforceable by the City, applicant, or successor-in-interest notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City which alters or amends the rules, regulations, or policies specified in this Agreement. Enforcement may be through any remedy or enforcement method or process, or combination thereof, allowed under law and/or equity. Except as otherwise stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or

more of these rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party.

17.10 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any legal action brought hereunder shall be in the King County Superior Court.

17.11 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

17.12 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorneys' fees and costs incurred in the action.

17.13 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

17.14 Parties Not Co-ventures. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another, nor employees and/or employers of each other.

17.15 Warranties. The City expresses no warranty or other representation to the Port or any other Party as to fitness or condition of the Property other than those expressed within this Agreement.


17.16 Reasonable Approvals. The approval of a party of any documentation or submissions herein called for shall not be unreasonably withheld unless the text clearly indicates a different standard. All such approvals shall be given or denied in a timely and expeditious fashion.

17.17 Recordation. Within ten (10) days after the effective date of this Agreement, or any modification or the cancellation thereof, the City Clerk shall have this Agreement, the modification or cancellation notice recorded with the County Auditor/Recorder of King County.

17.18 Execution of Other Documentation. The City and the Port agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

17.19 Complete Understanding of the Parties. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-three (23) pages and ten (10) attached Exhibits and constitutes the entire understanding and agreement of the Parties.

CITY OF DES MOINES



Anthony A. Piasecki
City Manager
By direction of the Des Moines City Council
in Open Public Meeting
on June 14, 2012

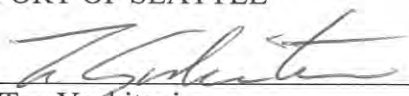
Dated: 6/15/12

Approved as to Form:



City of Des Moines Attorney


PORT OF SEATTLE



Tay Yoshitani
Chief Executive Officer
By direction of the Port Commission
in Open Public Meeting
on June 5, 2012

Dated: 8/17/2012

Approved as to Form:



Port of Seattle Attorney
Sojin E. Kim

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 15th day of June, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony A. Piasecki to me known as the City Manager, for the City of Des Moines, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Des Moines, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.



Vicki C. Sheckler
NAME
Vicki C. Sheckler
NOTARY PUBLIC in and for the State of Des Moines,
Washington, residing at Washington
MY COMMISSION EXPIRES: 4/29/2016

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 17th day of August, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tay Yoshitani to me known as the Chief Executive Officer, for the Port of Seattle, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Port of Seattle, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.



Tammy J. Ashcraft
NAME
Tammy J. Ashcraft
NOTARY PUBLIC in and for the State of
Washington, residing at Des Moines, Washington
MY COMMISSION EXPIRES: 8/24/2014

DES MOINES CREEK BUSINESS PARK LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON LYING EASTERLY OF THE WESTERLY LINE AND SOUTHERLY OF THE NORTHERLY LINE OF THE PLAT OF MAYVALE NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 78 OF PLATS, PAGE 55, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF STATE HIGHWAY SR 509 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 753046 AND CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER RECORDING NUMBERS 7105060274, 7201180290, 7206160326 AND 7206160338; EXCEPTING THEREFROM THE EAST 30 FEET FOR 24TH AVENUE SOUTH AND THE SOUTH 30 FEET FOR SOUTH 216TH STREET; AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A MONUMENT IN CASE AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING THE INTERSECTION OF 24TH AVENUE SOUTH AND SOUTH 208TH STREET;

THENCE NORTH 88°26'01" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 30.00 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH), AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°06'35" EAST ALONG SAID NORTHERLY EXTENSION, 30.00 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°26'01" WEST ALONG SAID PARALLEL LINE, 37.50 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 67.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE SOUTH 01°06'35" WEST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID PARALLEL LINE, 1751.88 FEET;

EXHIBIT A

THENCE SOUTHERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 88°53'25" EAST, 6049.50 FEET, AN ARC DISTANCE OF 226.75 FEET;
THENCE SOUTH 01°02'16" EAST, 255.41 FEET;

THENCE SOUTHERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 88°57'44" WEST, 5950.50 FEET, AN ARC DISTANCE OF 223.04 FEET TO A LINE THAT IS 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE SOUTH 01°06'35" WEST ALONG SAID PARALLEL LINE, 119.10 FEET;

THENCE SOUTH 46°25'19" WEST, 42.84 FEET TO A LINE THAT IS 63.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);

THENCE NORTH 88°15'56" WEST ALONG SAID PARALLEL LINE, 1172.31 FEET;

THENCE NORTH 01°18'27" EAST, 2.00 FEET TO A LINE THAT IS 65.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);

THENCE NORTH 88°15'56" WEST ALONG SAID PARALLEL LINE, 1.00 FEET;
THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 01°44'04" EAST, 19.50 FEET, AN ARC DISTANCE OF 30.49 FEET;

THENCE NORTH 01°18'27" EAST, 17.04 FEET;

THENCE NORTH 88°41'33" WEST, 39.36 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;

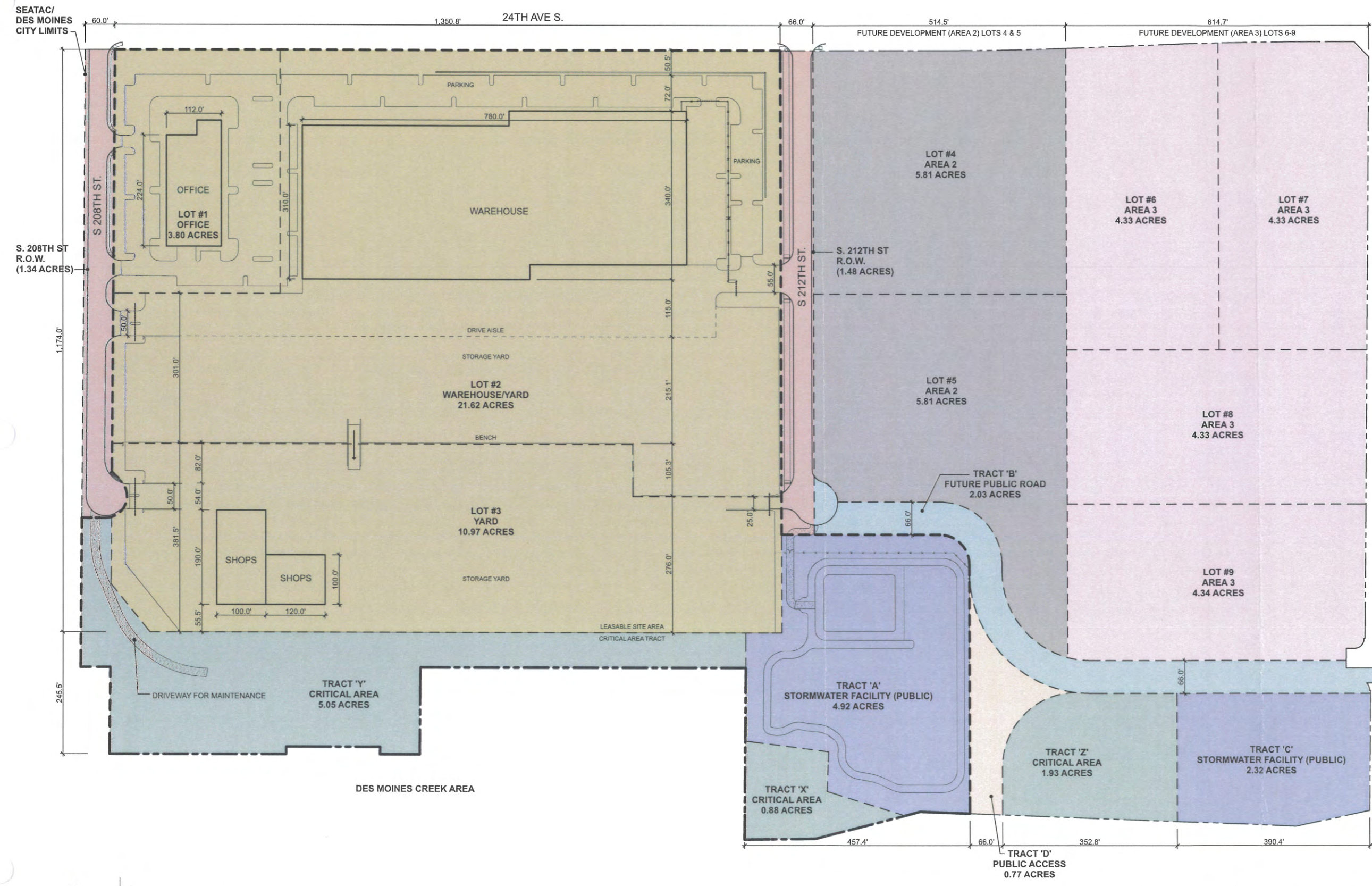
THENCE SOUTH 01°06'10" WEST ALONG SAID WEST LINE, 71.60 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);
THENCE SOUTH 88°15'56" EAST ALONG SAID PARALLEL LINE, 1281.85 FEET TO A LINE THAT IS 30.00 WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE NORTH 01°06'35" EAST ALONG SAID PARALLEL LINE, 2609.79 FEET TO THE TRUE POINT OF BEGINNING.

SIGNATURE...
 OWNER...
 REVISIONS...

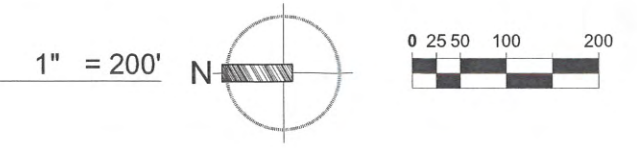
**Puget Sound Energy
 Benaroya Capital Co., LLC**
 Des Moines Creek Business Park
EXHIBIT B

PHASE...
Master Plan Exhibit
 JOB NO...
11-19
 DATE...
5/16/12
 SHEET TITLE...
Site Areas
 SHEET NO...
A1-1



- R.O.W. AREAS**
- S. 208TH ST R.O.W. - 58,582 SF (1.34 ACRES)
 - S. 212 ST. R.O.W. - 64,431 SF (1.48 ACRES)
- LOT AREAS**
- LOT #1 - OFFICE BLDG - 165,732 SF (3.80 ACRES)
 - LOT #2 - WAREHOUSE/YARD - 941,783 SF (21.62 ACRES)
 - LOT #3 - YARD - 477,917 SF (10.97 ACRES)
 - LOT #4 - AREA 2 - 252,997 SF (5.81 ACRES)
 - LOT #5 - AREA 2 - 253,073 SF (5.81 ACRES)
 - LOT #6 - AREA 3 - 188,429 SF (4.33 ACRES)
 - LOT #7 - AREA 3 - 188,709 SF (4.33 ACRES)
 - LOT #8 - AREA 3 - 188,639 SF (4.33 ACRES)
 - LOT #9 - AREA 3 - 188,845 SF (4.34 ACRES)
- TRACT AREAS**
- TRACT 'A' - STORMWATER FACILITY (PUBLIC) - 214,185 SF (4.92 ACRES)
 - TRACT 'B' - FUTURE PUBLIC RD - 88,391 SF (2.03 ACRES)
 - TRACT 'C' - STORMWATER FACILITY (PUBLIC) - 101,199 SF (2.32 ACRES)
 - TRACT 'D' - PUBLIC ACCESS - 33,458 SF (0.77 ACRES)
 - TRACT 'X' - CRITICAL AREA - 38,212 SF (0.88 ACRES)
 - TRACT 'Y' - CRITICAL AREA - 219,868 SF (5.05 ACRES)
 - TRACT 'Z' - CRITICAL AREA - 84,128 SF (1.93 ACRES)

1 SITE PLAN





CITY OF DES MOINES
WASHINGTON
SHORT PLAT
 NO: LUA _____

CITY OF DES MOINES APPROVAL:
 DEPARTMENT OF PLANNING, BUILDING & PUBLIC WORKS
 EXAMINED AND APPROVED THIS _____ DAY OF _____ 2012.
 PLANNING, BUILDING AND PUBLIC WORKS DIRECTOR

KING COUNTY:
 DEPARTMENT OF ASSESSMENTS
 EXAMINED AND APPROVED THIS _____ DAY OF _____ 2012.
 KING COUNTY ASSESSOR
 DEPUTY KING COUNTY ASSESSOR

PORTIONS OF:
 NW1/4-NW1/4 SEC 9 TOWNSHIP 22N., RANGE 4 E., W.M.,
 NE1/4-NW1/4 SEC 9 TOWNSHIP 22N., RANGE 4 E., W.M.,
 SW1/4-NW1/4 SEC 9 TOWNSHIP 22N., RANGE 4 E., W.M.,
 SE1/4-NW1/4 SEC 9 TOWNSHIP 22N., RANGE 4 E., W.M.,

VOLUME/PAGE

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENCE THAT WE THE UNDERDIGNED OWNERS OF INTEREST IN THE LAND HEREBY SHORT SUBDIVIDED PURSUANT TO RCW 59.17.060 AND CHAPTER 17.12 DMCC AND HEREBY DECLARE THIS SHORT PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SHORT SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE OR VACATED HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC RIGHT-OF-WAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY CUTS AND FILLS UPON THE LOTS 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 SHORT PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON. INCLUDING BUT NOT LIMITED TO UTILITIES AND DRAINAGE UNLESS SUCH EASEMENT OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS SHORT PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDESIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION OTHER THAN CLAIMS RESULTING FROM NEGLIGENCE BY THE CITY OF DES MOINES, FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF DES MOINES, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING AND COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SHORT SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SHORT SUBDIVISION, PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR PART FROM THE NEGLIGENCE OF CITY OF DES MOINES, ITS SUCCESSORS OR ASSIGNS.

THIS SHORT 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.

NAME _____ NAME _____

STATE OF WASHINGTON }
 COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED TO ME PERSONALLY KNOWN (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE _____ OF _____ THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES THE PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED, IF ANY, IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN _____ MY COMMISSION EXPIRES: _____

PRINT NOTARY NAME

DESCRIPTION:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON LYING EASTERLY OF THE WESTERLY LINE AND SOUTHERLY OF THE NORTHERLY LINE OF THE PLAT OF MAYVALE NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 78 OF PLATS, PAGE 59, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF STATE HIGHWAY SR 509 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 753046 AND CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER RECORDING NUMBERS 7105060274, 7201180280, 7206160326 AND 7206160338; EXCEPTING THEREFROM THE EAST 30 FEET FOR 24TH AVENUE SOUTH AND THE SOUTH 30 FEET FOR SOUTH 216TH STREET; AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:
 BEGINNING AT A MONUMENT IN CASE AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING THE INTERSECTION OF 24TH AVENUE SOUTH AND SOUTH 208TH STREET;
 THENCE NORTH 88°26'01" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 30.00 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH), AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 01°06'35" EAST ALONG SAID NORTHERLY EXTENSION, 30.00 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;
 THENCE NORTH 88°26'01" WEST ALONG SAID PARALLEL LINE, 37.50 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 67.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);
 THENCE SOUTH 01°06'35" WEST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID PARALLEL LINE, 1751.88 FEET;
 THENCE SOUTHERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 88°53'25" EAST, 6049.50 FEET, AN ARC DISTANCE OF 226.75 FEET;
 THENCE SOUTH 01°06'35" WEST ALONG SAID PARALLEL LINE, 255.41 FEET;
 THENCE SOUTHERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 88°57'44" WEST, 5950.50 FEET, AN ARC DISTANCE OF 223.04 FEET TO A LINE THAT IS 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);
 THENCE SOUTH 01°06'35" WEST ALONG SAID PARALLEL LINE, 119.10 FEET;
 THENCE SOUTH 46°25'19" WEST, 42.84 FEET TO A LINE THAT IS 63.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);
 THENCE NORTH 88°15'56" WEST ALONG SAID PARALLEL LINE, 1172.31 FEET;
 THENCE NORTH 01°18'27" EAST, 2.00 FEET TO A LINE THAT IS 65.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);
 THENCE NORTH 88°15'56" WEST ALONG SAID PARALLEL LINE, 1.00 FEET;
 THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 01°44'04" EAST, 19.50 FEET, AN ARC DISTANCE OF 30.49 FEET;
 THENCE NORTH 01°18'27" EAST, 17.04 FEET;
 THENCE NORTH 88°41'33" WEST, 39.96 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;
 THENCE SOUTH 01°06'10" WEST ALONG SAID WEST LINE, 71.60 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);
 THENCE SOUTH 89°15'56" EAST ALONG SAID PARALLEL LINE, 1281.85 FEET TO A LINE THAT IS 30.00 WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);
 THENCE NORTH 01°06'35" EAST ALONG SAID PARALLEL LINE, 2609.79 FEET TO THE TRUE POINT OF BEGINNING.

Notes:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A THREE (3) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) TOPOGRAPHY INFORMATION SHOWN HEREON WAS PROVIDED BY BARGHAUSEN ENGINEERING AND GROUP MACKENZIE. NO TOPOGRAPHIC SURVEY WAS PERFORMED BY CONTOUR ENGINEERING, LLC.
- 3) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT ORDER NO. 1334264, DATED JANUARY 19, 2012. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.

Legend:

☉ = MONUMENT FOUND AS NOTED. VISITED MAY 11, 2012.

TRACT DESIGNATION:

TRACT A= STORMWATER FACILITY (PUBLIC)
 TRACT B= FUTURE PUBLIC ROAD
 TRACT C= STORMWATER FACILITY (PUBLIC)
 TRACT X= CRITICAL AREA (PUBLIC)
 TRACT Y= CRITICAL AREA (PUBLIC)
 TRACT Z= CRITICAL AREA (PUBLIC)



VICINITY MAP
 1"=1/4 MILE

RECORDING CERTIFICATE:

Recording No. _____
 Filed for record this _____ day of _____, 2012 at _____;
 _____ M. in book _____ of Surveys at page _____ at the request of
 Stephen H Woods, PLS

Manager _____ Superintendent of Records _____

LAND SURVEYOR'S CERTIFICATE:

This short plat correctly represents a survey made by me or under my direction in conformance with the requirements of the appropriate State and County statute and ordinance in May 2012.

Stephen H Woods
 Certificate No. 38965



CONTOUR
 ENGINEERING • LLC
 CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
 3309 56th Street NW, Suite 106 Gig Harbor, WA 98335
 Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

DRAWN BY: S Woods	CHECKED BY: S Woods
DATE: MAY 14, 2012	JOB NAME: 12-041
SCALE: 1" = 20'	JOB NO.: 12-041B

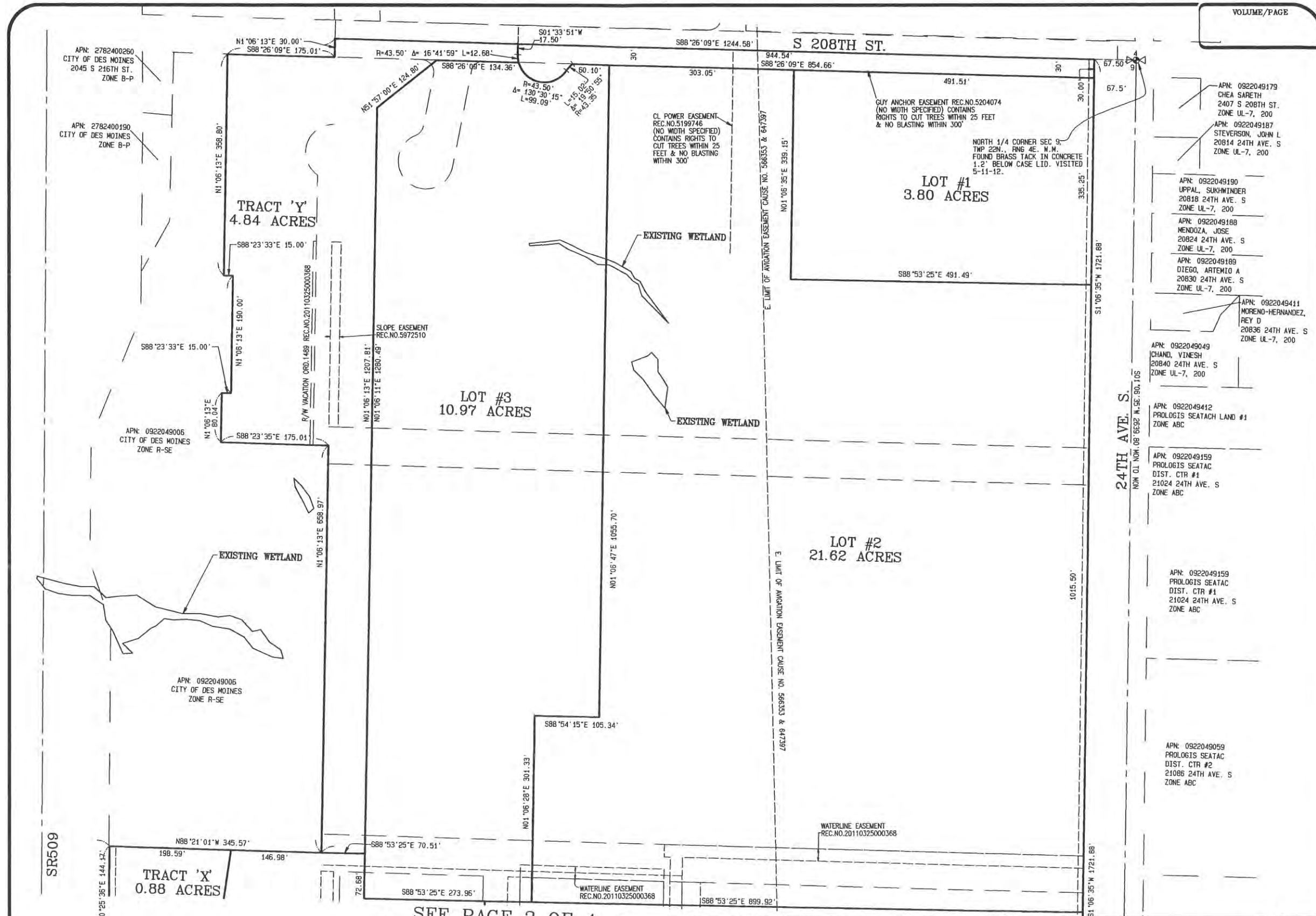
INDEX DATA:
 ALL 1/4's NW 9, T19N, R4E, WM
 SURVEY FOR: PORT OF SEATTLE

KING COUNTY, WASHINGTON

SHEET 1 OF 4

VOLUME/PAGE

EXHIBIT C



APN: 2782400260
CITY OF DES MOINES
2045 S 246TH ST.
ZONE B-P

APN: 2782400190
CITY OF DES MOINES
ZONE B-P

APN: 0922049006
CITY OF DES MOINES
ZONE R-SE

APN: 0922049006
CITY OF DES MOINES
ZONE R-SE

APN: 0922049179
CHEA SARETH
2407 S 208TH ST.
ZONE UL-7, 200

APN: 0922049187
STEVENSON, JOHN L
20814 24TH AVE. S
ZONE UL-7, 200

APN: 0922049190
URPAL, SUKHMINDER
20818 24TH AVE. S
ZONE UL-7, 200

APN: 0922049188
MENDOZA, JOSE
20824 24TH AVE. S
ZONE UL-7, 200

APN: 0922049189
DIEGO, ARTEMIO A
20830 24TH AVE. S
ZONE UL-7, 200

APN: 0922049411
MORENO-HERNANDEZ,
REY D
20836 24TH AVE. S
ZONE UL-7, 200

APN: 0922049049
CHAND, VINESH
20840 24TH AVE. S
ZONE UL-7, 200

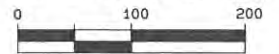
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PROLOGIS SEATAC LAND #1
ZONE ABC

APN: 0922049159
PROLOGIS SEATAC
DIST. CTR #1
21024 24TH AVE. S
ZONE ABC

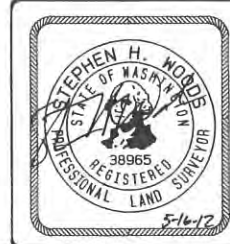
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PROLOGIS SEATAC
DIST. CTR #1
21024 24TH AVE. S
ZONE ABC

APN: 0922049059
PROLOGIS SEATAC
DIST. CTR #2
21086 24TH AVE. S
ZONE ABC

SEE PAGE 3 OF 4



SCALE:
1" = 100'



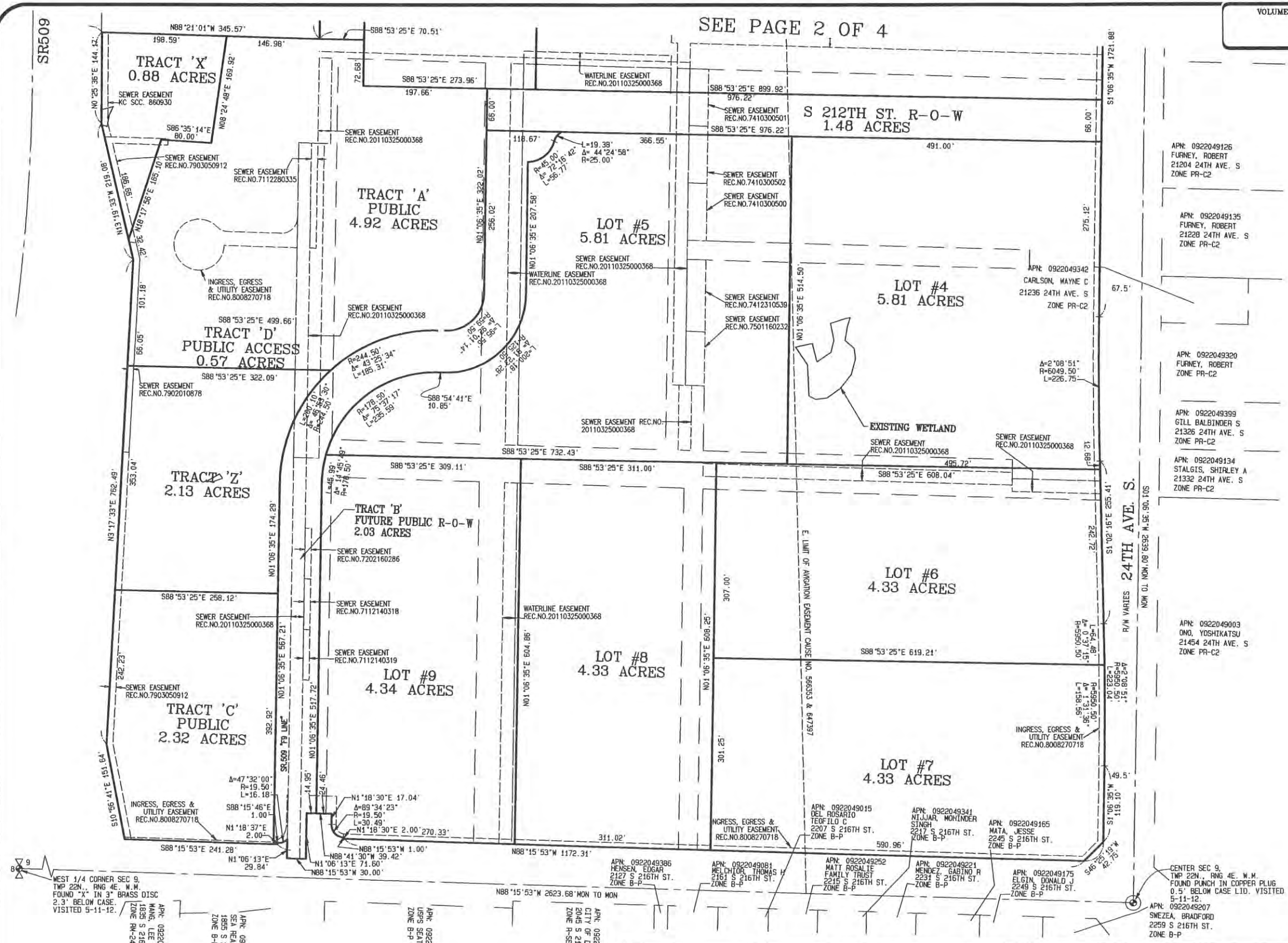
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ENGINEERING • LLC
CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
3309 56th Street NW, Suite 106 Big Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

DRAWN BY: S Woods	CHECKED BY: S Woods
DATE: MAY 14, 2012	JOB NAME: 12-041
SCALE: 1" = 100'	JOB NO.: 12-041B

INDEX DATA:	NW 9, T19N, R4E, WM
SURVEY FOR:	PORT OF SEATTLE
KING COUNTY, WASHINGTON	
SHEET 2 OF 4	

SEE PAGE 2 OF 4

SR509



- APN: 0922049126
FURNEY, ROBERT
21204 24TH AVE. S
ZONE PR-C2
- APN: 0922049135
FURNEY, ROBERT
21228 24TH AVE. S
ZONE PR-C2
- APN: 0922049342
CARLSON, WAYNE C
21236 24TH AVE. S
ZONE PR-C2
- APN: 0922049320
FURNEY, ROBERT
ZONE PR-C2
- APN: 0922049399
GILL BALBINDER S
21326 24TH AVE. S
ZONE PR-C2
- APN: 0922049134
STALGIS, SHIRLEY A
21332 24TH AVE. S
ZONE PR-C2
- APN: 0922049003
ONO, YOSHIKATSU
21454 24TH AVE. S
ZONE PR-C2

WEST 1/4 CORNER SEC 9,
TWP 22N., RING 4E, W.M.
FOUND "X" IN 3" BRASS DISC
2.3" BELOW CASE.
VISITED 5-11-12.

APN: 0922049016
MANG, LEE HSIANG
1885 S 216TH ST.
ZONE RM-2400

APN: 0922049038
SEA REALTY LLC
1885 S 216TH ST.
ZONE B-P

APN: 0922049077
USPS SEATTLE POST OFFICE
ZONE B-P

APN: 0922049345
LITTY OF DES MOINES
ZONE H-SC

APN: 0922049386
HENSEN, EDGAR
2127 S 216TH ST.
ZONE B-P

APN: 0922049081
MCINTOSH, THOMAS H
2161 S 216TH ST.
ZONE B-P

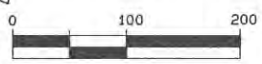
APN: 0922049252
MATT ROSALIE
FAMILY TRUST
2215 S 216TH ST.
ZONE B-P

APN: 0922049341
NIJJAR, MOHINDER
SINGH
2217 S 216TH ST.
ZONE B-P

APN: 0922049165
MATA, JESSE
2245 S 216TH ST.
ZONE B-P

APN: 0922049175
ELGIN, DONALD J
2249 S 216TH ST.
ZONE B-P

CENTER SEC 9,
TWP 22N., RING 4E, W.M.
FOUND PUNCH IN COPPER PLUG
0.5" BELOW CASE LID. VISITED
5-11-12.
APN: 0922049207
SWEZEA, BRADFORD
2259 S 216TH ST.
ZONE B-P



SCALE:
1" = 100'



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CIVIL ENGINEERS-SURVEYORS-LAND PLANNERS
3309 96th Street NW, Suite 106 Gig Harbor, WA 98335
Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

DRAWN BY: S Woods	CHECKED BY: S Woods
DATE: MAY 14, 2012	JOB NAME: 12-041
SCALE: 1" = 100'	JOB NO.: 12-041B

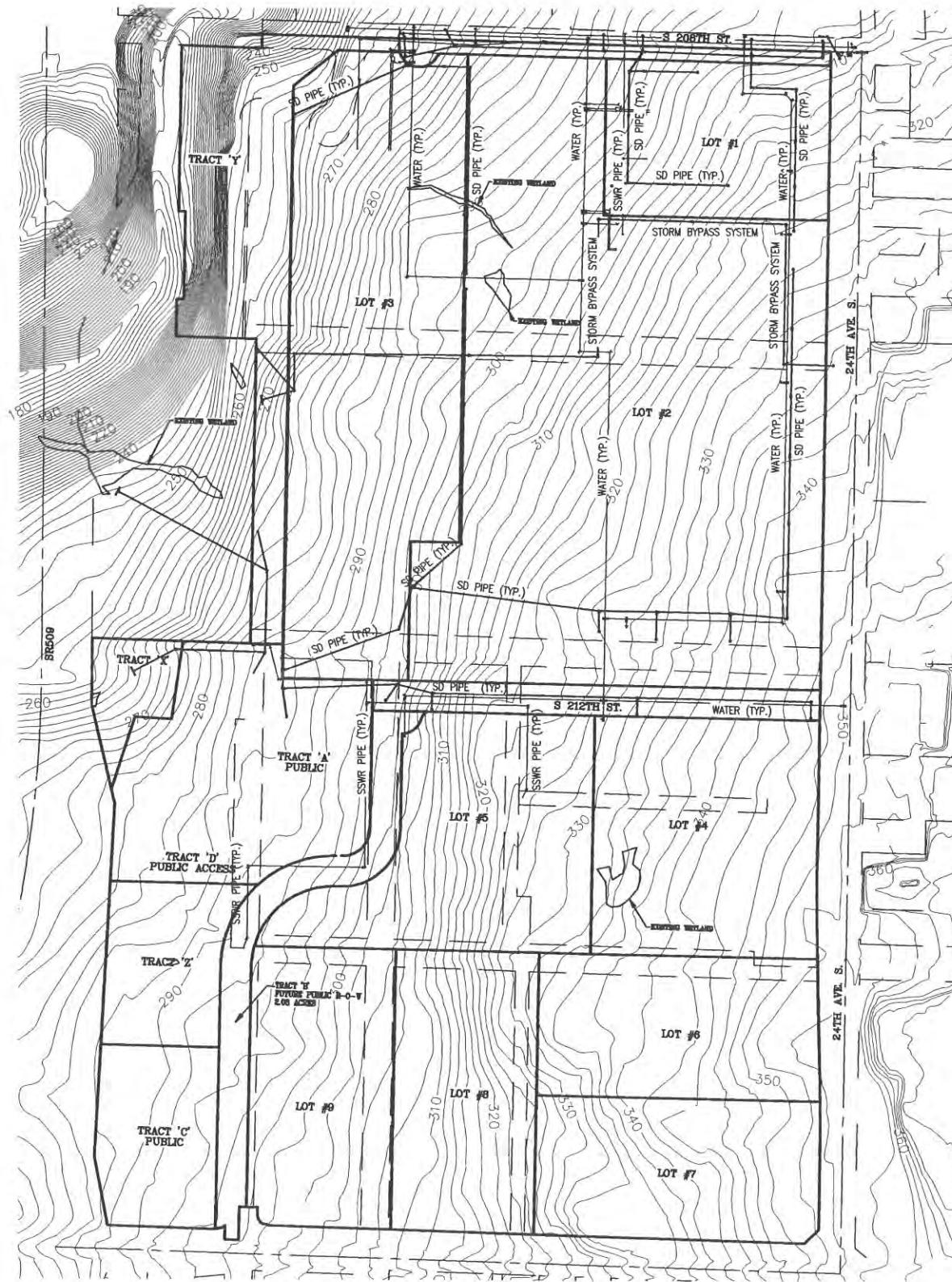
INDEX DATA: NW 9, T19N, R4E, WM
SURVEY FOR: PORT OF SEATTLE
KING COUNTY, WASHINGTON
SHEET 3 OF 4

VOLUME/PAGE

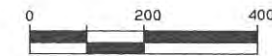


CITY OF DES MOINES
 WASHINGTON
 SHORT PLAT
 NO: LUA _____

VOLUME/PAGE



OVERALL LAYOUT AND CONTOURS



SCALE:
 1" = 200'



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 CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
 3309 56th Street NW, Suite 106 Big Harbor, WA 98335
 Phone: 253-857-5454 Fax: 253-509-0044 info@contourpllc.com

DRAWN BY: S Woods	CHECKED BY: S Woods
DATE: MAY 14, 2012	JOB NAME: 12-041
SCALE: 1" = 200'	JOB NO.: 12-041B

INDEX DATA:
 NW 9, T19N, R4E, WM

SURVEY FOR:
 PORT OF SEATTLE

KING COUNTY, WASHINGTON

SHEET 4 OF 4

VOLUME/PAGE



PREPARED BY:

Magellan
ARCHITECTS

8383 158th Ave NE #280
Redmond, WA 98052
425.885.4300
magellanarchitects.com

DATE ISSUED:

- » 1ST DRAFT: MARCH 20, 2012
- » 2ND DRAFT: APRIL 03, 2012
- » 3RD DRAFT: APRIL 13, 2012
- » 4TH DRAFT: MAY 04, 2012

EXHIBIT D

- 1. INTRODUCTION**
 - Intent
 - Objectives

- 2. SITE PLANNING**
 - Intent
 - Building Placement
 - Passenger Vehicle Parking Areas
 - Service Yards, Loading Areas, Equipment Storage Areas, and Trash and Recycling Enclosures

- 3. SITE AMENITIES**
 - Intent
 - Site Furnishings
 - Bicycle Storage
 - Bollards
 - Trash and Ash Receptacles
 - Recreation Requirements
 - A. Joint Use Access Path
 - B. Des Moines Creek Trail Connection
 - C. Internal Loop Road

- 4. SITE LIGHTING**
 - Intent

- 5. LANDSCAPING**
 - Intent
 - General Requirements
 - Building Entrances
 - Building Elevations
 - Passenger Vehicle Parking Areas
 - Service Yards, Loading Areas, Equipment Storage Areas, and Trash and Recycling Enclosures
 - Approved Plant List
 - Maintenance

6. FENCING AND SCREENING

- Intent
- Service Yards, Loading Areas, and Equipment Storage Areas Visible from Public Right-of-way.
- Service Yards, Loading Areas, and Equipment Storage Areas Visible from Interior Roadways or Other Businesses within Business Park
- Trash and Recycling Enclosures

7. SIGNAGE

- Intent
- Informational/Directional Signs
- Ground-Mounted/Monument Signs
- Prohibited Signs

8. UTILITIES DESIGN AND INFRASTRUCTURE

- Utilities Design
 - A. Stormwater
 - B. Sewer System
 - C. Water System
 - D. Dry Utilities
- Antennas and Microwave Dishes
 - A. Roof-Mounted Antennas
 - B. Ground-Mounted Antennas
 - C. Associated Utilities
- Infrastructure
 - A. Access and Paving
 - B. Retaining Walls
 - C. Fences
 - D. Curbs and Gutters
 - E. Sidewalks

9. BUILDING DESIGN

- Intent
- Height and Mass
- Building Design

10. DEVELOPMENT REVIEW PROCESS

- Intent
- Review Process
- Variances



Visual continuity of architecture, open space, and landscaping elements provide an attractive environment.



Use of landscaping to buffer building elevations and provide orderly and safe pedestrian circulation.

Intent

These design guidelines are intended to aid in the development of the property owned by the Port of Seattle known as the Des Moines Creek Business Park (DMCBP) in an orderly and visually cohesive manner. These guidelines are to be used in conjunction with the basic principles of good design and the applicable jurisdictional regulations (City of Des Moines, WA.) to expedite the approval process and development of projects within the business park.

Objectives

The objectives of these guidelines are:

- To create a high-quality, functional, and visually attractive environment that will encourage development and promote safe interaction between vehicles and pedestrians.
- To encourage visual continuity of architecture in terms of mass, scale, materials and color.
- To encourage cohesive landscaping, building orientation, and relationship to the street frontages that provides an orderly and unifying visual appearance to the business park.



Preservation of existing landforms and significant trees is encouraged.



Pedestrian paths integrated with landscaping provide a safe path for pedestrians.



Use of landscaping and building facade to screen storage areas.

Intent

The overall site design should contribute to the character of the City of Des Moines. The South portion of the business park at the corner of South 216th Street and 24th Ave South should be considered a “Gateway” to the city. Site planning should consider the internal organization and circulation of the site and the external relationship with the public right-of-way, adjacent properties and public transportation.

Building Placement

The arrangement of individual buildings on the site shall consider their relationship to adjacent parcels and lots. Building forms shall complement and preserve the natural landforms and minimize cut and fill to the greatest extent possible. Preservation of significant trees is encouraged where appropriate in relationship to building and parking placement.

Buildings should provide a positive presence along South 216th Street and near the corner at 24th Ave South that orients main building entries, courtyards and pedestrian space to the public rights-of-way. The placement of buildings should consider the connectivity of pedestrians and employees using transit or recreational paths onsite and avoid facing the back of buildings toward these routes.

Passenger Vehicle Parking Areas

A variety of building, parking and landscaping setbacks shall be provided to promote visual interest and diversity to design. Pedestrian access to building entries should be provided in a clear and sequential path from parking areas as well as from the public right-of-way and transit stops where appropriate. Open space, plazas, courtyards, patios, and outdoor areas for recreation are encouraged to help promote human scale and identify building entrances, secondary entries and pedestrian paths. Parking areas should not dominate the street frontage and should be screened by building and landscaping.

Service Yards, Loading Areas, Equipment Storage Areas, and Trash and Recycling Enclosures

Service yards, loading areas, equipment storage areas, and trash and recycling areas should be provided with separate access and circulation whenever feasible. The placement of secondary structures shall be designed to minimize visibility and adverse impacts to the street frontage and building entries to the greatest extent possible. All secondary structures should be designed in a manner that is compatible with the overall design of their respective buildings and the business park as a whole. Trash storage enclosures shall accommodate a recycling area. Loading areas and service yards shall be concealed from public view, at the rear of the site and behind the facade of the principal structure. These areas shall be screened appropriately with walls, fencing, and landscaping that minimizes the visual impact of the area.



Site furnishings help to define outdoor spaces.



Bicycle storage in coordination with building design is encouraged.



Bollards help define pedestrian and vehicular traffic

Intent

The integration of site amenities in open spaces adjacent to building entries, such as site furniture and landscaping; promotes visual interest, cohesive use, and general enjoyment of the site.

Site Furnishings

Site furnishings are an important element of the business park, creating cohesiveness for individual buildings. Cohesive site furnishing selections contribute to a unique campus identity. Diverse outdoor seating opportunities for employees and visitors adjacent to building entries and pedestrian areas are encouraged. Benches shall be securely attached in hardscape areas, plazas, and courtyards adjacent to main building entries. Outdoor tables shall be provided as appropriate in relation to the building use. Special consideration shall be made when planning outdoor tables to recognize solar aspect and prevailing winds. Informal seating opportunities such as seat walls and raised planter walls with a minimum of 15 inch depth and between 15 and 24 inch height are encouraged. The top of seat walls shall be sloped to prevent puddling. Skate deterrents or skate discouraging wall design are appropriate, but should not interfere with seating opportunities. Materials and forms of seat walls and raised planters shall relate to adjacent building architecture.

Bicycle Storage

To accommodate alternative and multi-modal transportation and to help meet trip reduction goals set by the City of Des Moines by secure bicycle storage opportunities for employees and visitors is encouraged. The quantity of bicycle parking shall be determined by the City of Des Moines. Bicycle parking areas should include adequate, convenient and easily identifiable bicycle storage for employees and visitors and be located near primary building entries but shall not interfere with vehicular and pedestrian access or outdoor seating areas. Bicycle parking shall be fully coordinated with the building and landscape design.

Bollards

Bollards should be used to provide a physical separation between pedestrian spaces and vehicular access areas. Bollards shall be utilized in locations where spatial constraints or access requirements prevent the use of landscaping. Where appropriate, bollards with illumination should be considered to meet site lighting requirements and provide accent to pedestrian spaces. The use of bollards will not be allowed within the internal loop roadway outlined in Chapter 3.2.

Trash and Ash Receptacles

Convenient outdoor litter receptacles for employees and visitors should be provided. Litter receptacles shall discourage wildlife and be resistant to climatic influences. Trash only receptacles shall be located near primary building entrances and at all outdoor gathering areas in which seating is provided. Trash and ash receptacles shall be provided 30 feet away from building entrances. Receptacles shall be located so as to not interfere with vehicular or pedestrian circulation.

Recreational Requirements

As per the Second Development Agreement between the Port of Seattle and the City of Des Moines, the Des Moines Creek Business Park is required to provide recreational facilities as follows:

A. Joint Use Access Path

A 12-foot-wide joint use pedestrian and bike pathway shall be located on the north and west side of the Internal Loop Road. The construction of the access pathway will be completed in conjunction with the construction of the Internal Loop Road.

B. Des Moines Creek Trail Connection

A 12-foot-wide joint use pedestrian and bike pathway shall be located within a 24-foot-wide tract to provide a connection to the Des Moines Creek Trail. The location of the tract is illustrated on the DMCBP Short Plat. This connection will provide access from the Joint Use Access Path via the Barnes Creek Trail to the Des Moines Creek Trail which is part of the Lake to Sound Regional Trail System.



Parking lot lighting

Intent

The primary objective of site lighting is to provide safe and functional illumination for the business park. Secondly, lighting shall create an aesthetically pleasing environment which creates a unified campus. The visual impact of light shall be minimized to the project site. Fully shielded lights with cut-offs shall be utilized to prevent light from being emitted above the horizontal plane of the light fixture. Fixtures shall be shielded to prevent direct illumination of adjacent properties. Light fixture placement shall achieve appropriate illumination levels for all outdoor uses. The scale of light fixtures and poles shall be carefully considered for various use areas. Fixtures shall be “Dark Sky” compliant and shall comply with the Exterior Lighting Power Allowance for Zone 2 as established in the most recent edition of the Washington State Energy Code or current applicable code.

Light fixture heights (as measured from grade below) shall be as follows unless otherwise permitted by the City of Des Moines or the Port:

- Building mounted: 14 foot maximum
- Parking lot pole mounted: 14 foot maximum
- Service yard area pole mounted: 18 foot maximum (Unless otherwise approved by the Port)
- Streets and public rights-of-way: 14 foot maximum



Pedestrian area lighting

All lighting must meet the standards set forth by current Federal Aviation Requirements. The use of LED lights is required for street lights. All light fixtures, poles and bases (including size, style, and color) shall be reviewed and approved by Port of Seattle prior to installation.



Use of bollards as pedestrian pathway lighting



Low-Impact Development landscaping is encouraged.



Mixed landscaping buffer are encouraged.



Limit the use of turf grass in favor of landscaping

Intent

Landscaping shall minimize negative effects of the business park on the natural environment. Landscape treatments that create a continuous and harmonious appearance are strongly encouraged. Treatments shall be tailored to the building use (i.e. industrial, retail, office use.) Landscape buffers shall be in scale with adjacent uses and shall at maturity accomplish their intended purpose. Landscaping should be utilized to define outdoor spaces and use areas. Landscaping should provide screening for outdoor areas which have differing uses. Landscaping should also screen adjacent streets, properties, buildings and open space from undesirable views and use areas. Parking areas should appear to have groves of trees rather than single isolated specimens.

General Landscape Requirements

Low impact development strategies as listed below are strongly encouraged:

- Utilization of drought tolerant and native plant materials .
- Retention and re-use of native topsoil as well as existing native landscaping.
- The use of compost for soil amendment.
- Grinding of wood and stumps on site for re-use.
- Limiting the use of turf grass to 25 percent or less of the landscape areas. Consider the use of lawn alternatives or the use of drought tolerant turf grass.
- Mulching landscape areas with a minimum of two inches of organic mulch.
- A minimum of 50 percent of the landscape area should have shade coverage from trees at maturity.

Trees shall be provided and protected as stated here. Tree caliper shall be measured per ANSIZ 60.1-2004 or most current code edition. Deciduous trees shall be a minimum of 1 ½ inch caliper in parking lots, public and interior roadways, storage, loading, shipping, and receiving areas. Deciduous trees shall be a minimum of 2 ½ inch caliper at main building entrances, site entrances and areas of special interest. Evergreen trees shall be a minimum 5-6 foot in height. Trees in paved areas such as parking lot islands shall have root barrier systems unless trees are selected that exhibit a root growth habit that does not require a root barrier. Planting areas with root barriers shall be sized to allow normal tree growth. Care should be taken to choose appropriate species for subject areas. All landscape areas shall be protected from vehicles by vertical curbs, wheel stops or raised planter walls. Site lighting and tree placement shall be carefully considered to minimize conflicts. Proper clearance shall be provided around all fire protection equipment. Landscape irrigation shall utilize fully automatic, intelligent control systems, rain sensors, weather station coordination, flow sensors, low volume/ high efficiency spray nozzles or drip irrigation systems. Overspray or runoff of irrigation onto paved surfaces is prohibited.



Use of landscaping and site furnishing helps to define pedestrian areas and entries.



Use of parking area landscaping helps create a buffer between pedestrian and vehicular areas.

Building Entrances

The use of landscape structures such as raised planters and trellises is encouraged to provide transitional spaces between interior and exterior spaces. Landscape structures shall utilize colors and materials that are responsive toward the architecture. Special paving is required for all entry plazas and courtyards. Pedestrian areas shall be accented by distinctive planting materials and extensive planting areas.

Building Elevations

Foundation plantings between parking areas and building walls are required. The careful consideration of landscape treatments at blank walls is required. The use of trellises and screens which support climbing plants is encouraged to minimize the appearance of blank walls.

Passenger Vehicle Parking Areas

A minimum of 5 percent of the parking area shall be landscaped (excluding buffer plantings). Interior parking lot landscaping areas shall contain a minimum of 100 square feet and have a minimum dimension in any direction of 8 feet. A minimum of 40 percent of the trees within parking lot landscape areas shall be coniferous evergreen trees. Plantings areas within parking areas shall be clustered to support numerous trees within the same area. Clustering of coniferous evergreen trees at the perimeter of parking lot landscaping areas is encouraged. Planting strips are required between every other row of parking. Rain gardens are encouraged. Special consideration should be given to pedestrian circulation through these areas. Primary pedestrian circulation routes through parking areas shall be screened or buffered with a combination of landscaping, berming and fencing. Parking area landscaping shall completely screen the lower 42 inches of the parking area. Parking areas shall have a minimum of 75 percent evergreen shrubs. One tree is required for every five parking spaces. Clustering of the required trees is encouraged.

Service Yards, Loading Areas, Equipment Storage Areas, and Trash and Recycling Enclosures

Loading, shipping and receiving areas shall be screened from adjacent streets, buildings, properties or open space by a fully landscaped buffer. Trees shall be 75 percent coniferous evergreens. Trees shall be planted at a minimum of 20 feet on center. One shrub is required for every 16 square feet of landscape buffer. Groundcover shall be spaced to achieve full coverage within a two-year period.

Approved Plant List

The following plants have been approved for use by the Port of Seattle within the DMCBP. Additional plants may be considered for use within the DMCBP after review and approval by the Port of Seattle. Plant selection shall be non-attractive to wildlife and should not produce edible fruits, nuts or berries. Plant selection should be carefully considered for local conditions including but not limited to solar exposure, micro-climate, soil conditions, slope and adjacent uses. Tree species selection should be carefully considered when the trees will be adjacent to paved areas and walkways as it relates to their root growth habit.



Douglas Fir

• Evergreen Trees

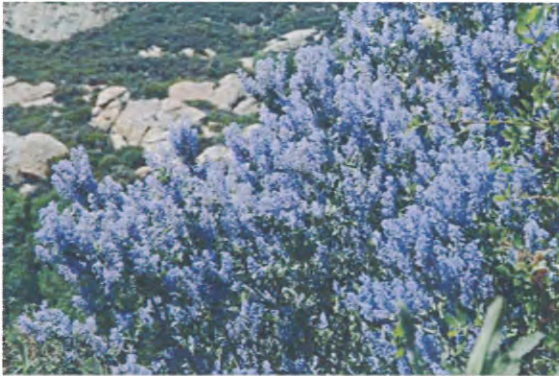
- o *Abies ambilis* – Pacific Silver Fir
- o *Abies grandis* – Grand Fir
- o *Calocedrus decurrens* – Incense Cedar
- o *Cedrus deodar* – Deodar Cedar
- o *Chamaecyparis nootkatensis* – Nootka Cypress
- o *Cupressocyparis leylandii* – Leyland Cypress
- o *Cupressus sempervirens* – Italian Cypress
- o *Picea omorika* – Serbian Spruce
- o *Pinus contorta contorta* – Shore Pine
- o *Pinus monticola* – Western White Pine
- o *Pinus nigra* – Austrian Black Pine
- o *Pinus ponderosa* – Ponderosa Pine
- o *Psuedotsuga menziesii* – Douglas Fir
- o *Thuja occidentalis* – Arborvitae
- o *Thuja plicata* – Western Red Cedar
- o *Thuja plicata* ‘Hogan’ – Hogan Western Red Cedar
- o *Tsuga canadensis* – Canadian Hemlock
- o *Tsuga heterophylla* – Western Hemlock



Pacific Dogwood

• Deciduous Trees

- o *Acer circinatum* – Vine Maple
- o *Acer macrophyllum* – Big-leaf Maple
- o *Alnus rubra* – Red Alder
- o *Betula glandulosa* – Swamp Birch
- o *Betula jacquemontii* – Jacquemontii Birch
- o *Betula occidentalis* – Water Birch
- o *Betula papyrifera* – Paper Birch
- o *Cornus nuttalli* – Pacific Dogwood
- o *Fraxinus latifolia* – Oregon Ash
- o *Fraxinus oxycarpa* – Raywood Ash
- o *Magnolia* ‘Galaxy’ – Galaxy Magnolia
- o *Populus trichocarpa* – Black Cottonwood
- o *Prunus sargentii* ‘Columnaris’ – Spire Flowering Cherry
- o *Zelkova serrata* – Saw-leaf Zelkova



Point Reyes Ceanothus

• **Evergreen Shrubs**

- o *Abelia grandiflora* 'Edward Goucher' – Edward Goucher Abelia
- o *Ceanothus gloriosus* – Point Reyes Ceanothus
- o *Ceanothus thyrsiflorus* – Victoria Ceanothus
- o *Cistus hybridus* – White Rockrose
- o *Cistus purpureus* – Orchid Rockrose
- o *Escallonia langleyensis* – Apple Blossom Escallonia
- o *Leucothoe axillaris* – Coast Leucothoe
- o *Osmanthus delavayi* – Delavay Osmanthus
- o *Osmanthus heterophyllus* – Holly-leaf Osmanthus
- o *Prunus laurocearsus* 'Otto Luyken' – Otto Luyken Laurel



Orchid Rockrose

• **Deciduous Shrubs**

- o *Euonymus alatus compactus* – Dwarf Burning Bush
- o *Hydrangea quercifolia* – Oak-leaf Hydrangea
- o *Philadelphus lewisii* – Mock Orange
- o *Physocarpus capitatus* – Pacific Ninebark
- o *Rhododendron* var. - Rhododendron
- o *Ribes sanguineum* – Red-flowering Currant
- o *Rosa nutkana* – Wild Rose
- o *Salix hookeriana* – Hooker's Willow
- o *Salix lucida* – Pacific Willow
- o *Salix scouleriana* – Scouler's Willow
- o *Salix sitchensis* – Sitka Willow
- o *Spiraea douglasii* – Hardhack Spiraea
- o *Spiraea thunbergii* – Thunberg Spiraea
- o *Thuja occidentalis* 'Little Gem' – Little Gem Dwarf Arborvitae
- o *Umbelluria californica* – California Bay
- o *Viburnum opulus nanum* – Dwarf European Cranberry Bush



Wild Rose

• **Groundcover**

- o *Ceanothus prostratus* – Mahala Mat
- o *Erica carnea* - Heather
- o *Eunymus fortune coloratus* – Wintercreeper
- o *Genista pilosa* 'Vancouver Gold' – Vancouver Gold Broom
- o *Laurentia fluviatilis* – Blue Star Creeper
- o *Pachysandra terminalis* – Japanese Spurge
- o *Phyllodoce* spp. – Mountain Heather
- o *Trachelospermum asiaticum* – Asian Jasmine



Lavender



Black Mondo Grass



Goldenrod

• **Perennials**

- o Anemone hybrid – Japanese Anemone
- o Aster subspicatus douglasii – Douglas Aster
- o Bergenia ‘Bressingham Ruby’ – Bressingham Ruby Begenia
- o Geranium macrorrhizum var. ingerwersen – Ingerwersen Cranesbill
- o Epimedium rubrum - Epimedium
- o Hemerocallis – Daylily
- o Heuchera sanguinea ‘Purple Palace’ – Purple Palace Coralbells
- o Heuchera sanguinea – Coralbells
- o Iris siberica – Siberian Iris
- o Lavandula angustifolia – Lavender
- o Oxalis oregano – Oregon Oxalis
- o Phlox – Phlox
- o Tulipa var – Tulip
- o Vancouveria planipetalap – Small Inside-out Flower

• **Ornamental Grasses**

- o Carex morrowii ‘Ice Dance’ – Ice Dance Sedge
- o Carex nigra ‘Variegatus’ – Variegated Japanese Sedge
- o Deschampsia caespitosa – Tufted Hairgrass
- o Elymus glaucus – Giant Blue Wild Rye
- o Festuca ovina glauca – Large Blue Fescue
- o Ophiopogon planiscapus – Black Mondo Grass

• **Raingardens**

- o Agrostis exarta – Spike Bent Grass
- o Alopecurus geniculatus – Water Foxtail
- o Beckmanii syzigachne – Slough Sedge
- o Calamagrostic canadensis – Blue Joint
- o Carex amplifolia – Big-leaf Sedge
- o Carex praticola – Meadow Sedge
- o Carex stipata – Sawbeak Sedge
- o Glycera elata – Tall Mannagrass
- o Scripus cyperinus – Wool-grass
- o Solidago canadensis – Canada Goldenrod

Maintenance

Turf grass or turf grass alternative areas and planting beds shall be kept in a neat, trim appearance and free of weeds. Mulch planting beds shall have fresh mulch added annually to aid in the retention of soil moisture, reduction of weeds and to improve general appearance. All trees, shrubs, groundcovers, perennials and ornamental grasses shall be allowed to mature to full, natural size. Temporary irrigation systems shall be installed prior to completion of landscaping in accordance with best practices for establishment of landscaping. Irrigation scheduling shall be performed by a landscape professional experienced in water conservation techniques and maintaining landscapes in the Pacific Northwest.



Use of wall matching the character of building to screen loading area.

Intent

Fencing and screening should provide security and safety to the operational activities within the DMCBP. Fencing and screening shall also minimize adverse views from adjacent streets, buildings, properties or open space. Screening and fencing shall be architecturally integrated with adjacent buildings with respect to materials, colors, forms and proportions. The use of razor wire is prohibited. Barbed wire fences are permitted and may be a maximum of five feet in height containing four strands of taut parallel barbed wire. Fences may incorporate three strands of parallel barbed wire a maximum of two feet in height on the top of a fence and oriented per City of Des Moines DMMC 18.40.260.

Fencing shall also be utilized to direct pedestrians toward pedestrian areas and routes of travel. Fencing shall be utilized to provide edge definition to the site and create implied security to the DMCBP campus. Fencing shall provide visual continuity throughout the DMCBP campus.



Use of landscaping and fencing to screen trash and recycling areas.

Service Yards, Loading Areas, and Equipment Storage Areas Visible from Public Right-of-Way

Visually screen these areas from adjacent streets, residential properties or open space with a minimum six foot high visual barrier measured from the high point of the loading, shipping or receiving area. The use of a masonry wall matching the building color in conjunction with landscaping is encouraged.

Service Yards, Loading Areas, and Equipment Storage Areas Visible from Interior Roadways or other Business within Business Park

Provide security and safety to these areas. A minimum six foot black vinyl coated chain link fence as measured from the adjacent grade. The chain link fence shall be placed directly adjacent to the loading, shipping or receiving area.

Trash and Recycling Enclosures

Visually screen these areas from adjacent streets, buildings, properties or open space. A six foot high visual barrier measured from the high point of the storage, trash or recycling area. The use of a masonry wall matching the building color or black vinyl coated chain link fence in conjunction with landscaping is encouraged.



Use of black vinyl coated fencing at site perimeter



Ground mounted signs at site corners. Coordination of signage types throughout site create uniformity. (See building sign below)



Readily visible directional signage provides orderly vehicular and pedestrian traffic on site.



Signage using the same materials as building are encouraged.

Intent

All signs shall be reviewed and approved by the Port for appropriateness, including location and proportionality. Informational/directional signage shall be governed by these guidelines. All other signage requires a signage permit and review by the City of Des Moines prior to installation. Signs shall be restricted to the corporate or company name or logo and informational/directional signs (i.e. identification or type of business, hours of operations, products and services of the business at the site). Sign requests shall include details of design, materials, location, size, height, color, and lighting. Sign design shall not be oriented solely to vehicular traffic and shall be an integral part of the architectural design with respect to materials and color.

Informational/Directional Signs

Signs that provide the user with information about location, business hours, and other general information are informational/directional signs. Informational/directional signs may either be posted or ground-mounted and a maximum of 6 square feet per sign. Signs must be consistent in size, materials, and color with the overall site signage program. The number of signs may vary by site but should be sufficient to accommodate both vehicular and pedestrian traffic. The number of signs shall be approved by the Port. Signs for pedestrians should be placed at decision points in parking lots, in plazas, and where highly traveled walkways intersect. Parking lot entrances should be identified with employee and/or visitor designation along with the complex or building name. In areas of multiple buildings, directories should be placed at decision points for both vehicular and pedestrian traffic. Directories should be clearly visible, easily read, and part of a cohesive sign system.

Ground-Mounted/Monument Signs

Ground-mounted/monument signs shall be a maximum height of 6 feet including base from grade to the top of the sign. The base of any ground sign shall be planted with shrubs and landscaping. Ground signs may not be located within 10 feet of the property line.

Prohibited Signs

The following signs are prohibited:

- Pole/Pylon signs (for advertising use)
- Signs projecting above any vertical building surface (i.e. above a building roofline.)
- Signs painted on any wall of a primary or accessory building.
- Signs using unshielded (bare bulb) type lighting.
- Billboard signs.
- Animated, moving, rotating or sound-emitting signs.
- Reader boards and changeable message signs.
- Sign projecting more than two feet out from a building wall.
- Temporary banner signs or other signs not of a permanent nature shall be subject to Port approval.



Site development must meet all jurisdictional requirements as well as those for future development in the business park.



Stormwater systems should be installed at appropriate depth for future development of undeveloped portions of the business park.

Utility Design

The overall design approach of the utility system should take the entire Port of Seattle ownership into consideration as each portion of the site is developed. The Port will provide the developer of each portion of the site a list of potential uses for the remaining undeveloped portions of the site so the capacity and location of utilities can be properly planned and developed. The utility system will require the developer to obtain the necessary permits from applicable jurisdictions and the design and construction of the system shall meet all applicable standards. Following are some specific design guidelines.

A. Stormwater

The stormwater system for the site must be designed comprehensively. The depth and capacity of storm conveyance shall take into consideration potential development of upstream or downstream areas on undeveloped portions of the site. The water quality, quantity, and conveyance design shall meet all current City of Des Moines, King County, and State of Washington Department of Energy requirements. If the proposed use is industrial in nature, NPDES permits may be required. Adequate testing and water quality facilities should be designed in order to meet these permit requirements. It is anticipated that Low Impact Development standards for stormwater will be a requirement for any development within the City of Des Moines after January 1, 2016. Before January 1, 2016 it is preferred that stormwater be handled using Low Impact Development approaches when economically and technically feasible.

It is anticipated that the DMCBP will be served by two detention ponds. One pond shall serve the industrial portion of the business park while the other shall serve the potential retail portion.

In the design of any open storm water conveyance systems or ponds all FAA regulations in regards to bird attractants must be followed. This includes following all recommendations within the Wildlife Management Plan for the Seattle Tacoma International Airport dated June 4, 2004 or the most current version as well as implementing the approved plant list provided in Chapter 5.3 of the guideline. Coordination with the Port will be necessary to determine specific project requirements.

B. Sewer System

The sewer system must be designed and installed with the future development of the balance of the property owned by the Port in mind. The Port will review the design to ensure that it does not limit the development of adjacent properties in the business park. All sewer system improvements shall be designed and installed to the Midway Sewer District standards and/or other authorities having jurisdiction.

C. Water System

The water system must be designed and installed with the future development of the balance of the property owned by the Port in mind. The Port will review the design to ensure that it does not limit the development of adjacent properties in the business park. All water system improvements shall be designed and installed to the Highline Water District standards and/or other authorities having jurisdiction. It is preferred that all above-ground facilities other than fire hydrants are screened with landscaping.

D. Dry Utilities

The electrical, phone, cable, and fiber optic systems must be designed and installed with the development of the balance of the property owned by the Port in mind. The Port may require greater system capacity as they see fit in order to allow for flexibility to serve future tenants. All dry utility systems shall be designed and constructed to all applicable standards and obtain all necessary permits. It is preferred that all above-ground facilities are screened with landscaping while maintaining required clear working distances.



Screening of roof-mounted antennas, and equipment should be integrated into the design of the building



Ground mounted facilities shall provide a shelter and screened enclosure to minimize visual impact.

Antennas and Microwave Dishes

The design of the site shall consider the potential installation of antennas and microwave dishes. It is recommended that the major wireless providers be contacted during the design of the proposed improvements to determine interest in locating a communications site within a part of the proposed development. This will allow the communications facility to be fully integrated with the project design rather than having to retrofit the proposed building or site to provide for a wireless communications site. Please note the design and installation of antennas and microwave dishes are required to follow all City of Des Moines code and design standards, and all other applicable regulations and permitting requirements including current FAA wireless communications/frequency regulations and height restrictions. The following are some specific design guidelines.

A. Roof-Mounted

Roof-mounted antennas shall be screened with a solid visual barrier so that there is no negative visual impact as a result of the installation. Photo simulations shall be supplied to the Port for review and approval prior to the antennas being installed on an existing building. If it is anticipated that a wireless facility will need to be located on a roof, that roof shall be designed with the proper access and with the appropriate roof loading to accommodate the site. When feasible, it is recommended that communications equipment be located within the building with a separate HVAC system and adequate utility corridors to connect the communications equipment to the antennas.

B. Ground-Mounted

Ground-mounted facilities design standards shall meet all City of Des Moines requirements and receive approval by the Port. A typical ground-mounted wireless communications facility requires ground space of 50' x 50'. It is recommended that communications equipment be located inside a shelter, or screened with landscaping in order to reduce the visual impact of the site. The proposed tower shall be a monopole (unless otherwise approved by the Port) and painted to match the surroundings unless the City of Des Moines has more stringent standards, in which case those shall govern. Ground-mounted wireless facilities shall allow for multiple carriers.

C. Associated Utilities

If the Port requires a portion of the site to allow for a wireless communications facility, an allowance shall be made for the power and data required by a typical site. A major wireless provider shall be contacted to obtain the most current information regarding these requirements.



Retaining walls and site pavings should be consistent throughout site.



Use barrier curbs and curb and gutter as appropriate.

Infrastructure

The site infrastructure, including access, paving, retaining walls, fences, curbs and gutters, and sidewalks shall be designed to meet all applicable City of Des Moines standards. In addition, these items shall meet the following design guidelines.

A. Access and Paving

The Access to the site shall meet all City of Des Moines standards regarding the development of frontage improvements as well as public versus private access roads through the site. The pavement on site can be pervious or impervious, as allowed by the City of Des Moines, the Port and all other regulatory requirements. It is recommended that to the greatest extent feasible, no pollution generating impervious surfaces (walkways and courtyards) be pervious pavements.

B. Retaining Walls

The type of retaining walls should be consistent throughout the site. All retaining wall types shall be reviewed by the Port for visual appearance and shall meet all landscaping design requirements. Retaining wall types shall be consistent with the overall site design. All retaining walls shall be designed to and permitted by the City of Des Moines.

C. Fences

It is recommended that black vinyl fencing be utilized throughout the site as the standard fencing type. If a visual screening fence is part of the landscaping design requirements they should be consistent with other visual screening fences throughout the site.

D. Curbs and Gutters

The curbing throughout the site should meet the City of Des Moines standards. It is recommended that all curbs be barrier curbs (in areas that are the high point) or curb and gutter (where the curb collects water). Barrier curbs and curb and gutter are appropriate for this site because they are strong enough to withstand the type of use associated with this site.

E. Sidewalks

Sidewalk location, widths, and design shall meet the City of Des Moines standards. ADA access shall be provided from the public rights-of-way to the proposed building as required by code. It is recommended, where feasible, that sidewalks be designed as permeable to aid in the management of storm water.



Use of canopies and contrasting colors help to identify building entries.



Building modulation and changes in window types help to create visual interest.



Landscaping and outdoor spaces soften building facades

Intent

The intent of the building design guidelines is to provide direction for the built elements of the business park in order to achieve a built environment that is cohesive with the natural setting, adjacent properties, and provides visual interest.

Buildings developed for a single tenant or use shall provide a unified architectural concept. Methods to achieve this include the use of similar architectural styles, materials, roof forms, signage, and colors. All buildings should relate visually to one another and encourage pedestrian routes between building entries.

The following architectural elements are encouraged:

- Building modulation and architecture detailing.
- Building entry accentuation.
- Screening of service yards, loading areas and equipment, trash, and storage areas.
- Landscaping to soften the building exterior, reduce blank walls and buffer between more intensive uses.

The following architectural elements are discouraged:

- Blank un-modulated wall surfaces.
- Exposed untreated concrete masonry walls (grey block).
- Unscreened loading doors facing street frontage.

Height and Mass

The height and mass of buildings should consider the relationship to the site and public rights-of-way. Buildings should be broken down into a hierarchy of scales and forms that create a sense of human scale. Buildings should employ simple forms and coordinated masses to produce overall unity and visual interest. Varying building heights, massing, and setbacks are encouraged to define different functions within a building such as office and warehousing.

Buildings should be designed to step back and step down to follow natural terrain and help break up mass. Landscape materials should reinforce tiered building forms. This approach is especially appropriate for breaking up larger structures and those over two stories in height.



Recessed entries and varying rooflines bring visual interest and identify entries.



Durable materials add visual interest and will withstand abuse and accidental damage.

Building Design

Facades should have a high level of visual interest from both vehicular and pedestrian street frontages. The exterior character of all buildings should enhance public rights-of-way and the neighborhood. Elevations visible from interior roadways and public parking areas should provide building offsets and architectural details similar to the front façade. Entrances should be readily identifiable through the use of recesses, pop-outs, roof elements, canopies, columns or other architectural elements.

Rooflines are an important design element and should include variations in height, style, and modulation that is harmonious with the facade. Rooftop equipment should be screened from view of public rights-of-way and public parking areas. Screening shall be integrated with the design of the building.

Materials should be chosen to withstand abuse by vandal or accidental damage. The use of various siding materials to produce effects of texture and relief that provide visual interest are encouraged. (i.e. masonry, concrete texturing) The use of compatible colors in a single façade is required. Compatible colors add interest and variety while reducing scale and breaking up blank walls. Contrasting trim and color bands that help reduce scale are encouraged.

Intent

In addition to the applicable Design Review approval and permitting by the City of Des Moines, a separate review process will be administered by the Port. The Port will review, approve, or disapprove all site plans, architectural plans, elevations, and other submittals. The Port is responsible for reviewing and approving all site plans and architectural plans for all development including landscaping, lighting, signage, and all other improvements. All plans are reviewed to determine their compliance with these Design Guidelines. This process ensures harmony of design and compatibility of uses throughout the development of the Business Park. The review process by the Port does not equate to approval by the City of Des Moines. In the case of differing standards between these Design Guidelines and the City of Des Moines, the more restrictive standard shall prevail.

Review Process

The purpose of the review process is to facilitate cohesive and long-term development through evaluation and approval. These Design Guidelines establish consistent standards of quality to be used in the evaluation of each development. As described in this document, the review procedures are intended to provide an early interface between the developer and the Port so that preparation of site plans and buildings can be completed in a timely and efficient manner. The developer should meet with Port representatives early in the planning process to discuss the attributes of the site, the preliminary concept for development, and these Design Guidelines to develop a schedule for the formal approval process. The focus of this meeting is to exchange ideas and concepts regarding the development in relation to the Business Park as a whole. The review process will require a minimum of (2) submittal phases. Phase I will focus on site plan layout and building orientation. Phase II will focus on Building Design. These phases may be approached and approved concurrently as permitted by the Port based on the scale and size of the development. All improvement plans must be in compliance with these Design Guidelines. The Design Guidelines may be more restrictive than, but do not supersede or modify, any applicable governmental regulations. Conformance to the Design Guidelines and approval by the Port does not imply conformance to any governmental regulation or approval by any governmental agency. In some instances, governmental regulation may be more restrictive and shall prevail.

Variations

The Port may authorize variations from the Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental objectives or considerations may warrant, as long as the variations are not in conflict with City of Des Moines zoning and building code regulations.

Magellan
ARCHITECTS



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PROJECT ELEMENTS TO BE INCORPORATED INTO THE PROPOSAL

The following features would be incorporated into the DMCBP proposal to offset the potential for significant impacts.

Earth

- A more definitive grading plan would be prepared at the Final Master Plan stage, and would be submitted to the City of Des Moines for review and approval. This grading plan would comply with the City's regulations for grading (DMMC Section 14.60) and for protection of steep slope areas (DMMC Section 18.86).
- During initial construction, soil may become compacted by construction traffic. The area of compacted soil would be minimized by restricting the construction traffic to a single access road. Following construction, the remaining compacted soils would be broken up and plowed to reduce the potential for erosion.
- Excavated native materials from the site considered suitable for fill or landscaping could be stockpiled onsite for later use. If onsite native materials are used for fill they would be compacted first to avoid the potential for settlement during the life of the project. Less desirable excavated soils would require off-site disposal and would be replaced by imported material. An appropriately permitted off-site disposal site would be identified prior to construction.
- If onsite Vashon Till soils are used for filling, blending with dry material may be necessary to bring the natural moisture content down so that compacting can occur. Alternatively, other material could be imported to provide adequate backfill for structural support in development areas.
- Perched groundwater interflow that is encountered during construction would be controlled using trenching and sump pumps.
- A comprehensive temporary erosion and sediment control (TESC) plan would be prepared and implemented for the full duration of construction for the DMCBP, in accordance with the Washington State Department of Ecology (Ecology) and City of Des Moines requirements. This plan would include Best Management Practices (BMPs) to minimize erosion and sedimentation impacts during construction. BMPs would also prevent the mobilization of arsenic in the site soils from past operation of the ASARCO Tacoma Smelter. The BMPs could include:
 - Performing major grading and soil disturbing activities during the drier portions of the year (i.e. between May 1 and September 30), unless modified by Ecology as part of the National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Pollution Prevention Plan (SWPPP) for the site, and approved by the City of Des Moines. See Section 3.3, **Water Resources** of this Draft EIS for further discussion of the NPDES and SWPPP;
 - Beginning construction activities as soon as possible after a section has been cleared and stripped of vegetation;

- Revegetating disturbed areas as soon as possible after completion of construction, using plants that would rapidly stabilize the soil;
 - Placing straw bales or silt fences to reduce runoff velocity, in conjunction with collection, transport, and disposal of surface runoff generated in the construction zone;
 - Placing straw, jute matting, or commercially available erosion control blankets on slopes that require additional protection; and
 - Covering soil stockpiles with plastic sheeting and weights and protecting stockpile areas from vehicular traffic.
- The TESC measures for stormwater discharge during construction would comply with Washington State Department of Ecology's NPDES requirements and would include monitoring.
 - During the dry season, dust would be controlled by watering or spraying dust suppressants to control fugitive dust on unpaved haul roads.
 - Stabilized quarry spill pads would be used to remove mud from the tires of construction trucks before they exit the site onto adjacent roads to help keep mud off of the paved roads and prevent sediments from being washed off of the roads during wet weather.
 - Subsurface exploration would be conducted as part of the construction and/or building permit process, to verify the quality of subsurface material and provide specific foundation and construction recommendations. Specific foundation support systems would be determined as part of the specific design and permitting of infrastructure and individual buildings associated with future site development at the DMCBP.
 - An undisturbed buffer of native vegetation would be retained from the top of the Des Moines Creek ravine sidewall west of the site, and a building setback would be maintained from the ravine buffer edge to prevent erosion and sedimentation impacts on environmentally sensitive areas, such as steep slopes and the creek (per DMMC 18.86.076). The City may approve a buffer reduction if a special geotechnical study is prepared that demonstrates that the reduction would result in minimal impacts to soil stability and existing native vegetation (DMMC Section 18.86.076(2)). Specific buffers would be determined as part of the Final Master Plan process.
 - The final grading plan for the DMCBP would require that the final grade of any mass excavation be at least 10 feet in elevation above the top of the Advanced Outwash unit, providing a ten-foot thickness of low permeability till as a protective buffer above the top of the uppermost regional aquifer. Should excavation for a new stormwater pipe that could be constructed from the site west to the existing S 212th Street outfall to Des Moines Creek extend through the lower 10 feet of the Vashon Till layer at any point, pipe backfill would be constructed using impermeable materials. A geotechnical survey would be conducted in conjunction with preparation of the final grading plan to confirm the till thickness and establish construction excavation limitations.
 - The relationship of DMCBP site development, and associated site disturbance, to the various slope categories established in DMMC Section 18.86.077 would be determined at the Final Master Plan stage, when a final grading plan is formulated.

- USTs encountered during grading would be managed consistent with appropriate state regulations.
- Following construction, areas of exposed soils would be either developed or revegetated to prevent erosion and sedimentation.
- A permanent stormwater control system, designed in accordance with Washington State Department of Ecology's 2005 Manual, would be installed to control stormwater runoff release and prevent erosion and sedimentation impacts onsite and downstream (see Section 3.3, **Water Resources** and **Appendix C** for further information).
- The design of all structures would comply with applicable building code requirements that address typical seismic considerations, such as ground acceleration.

Air Quality

- The construction contractor(s) would be required to comply with PSCAA regulations that require control of emissions of odor-bearing air contaminants that could be injurious to human health, plant or animal life, or property, or that could unreasonably interfere with the enjoyment of life and property (Regulation 1, Section 9.11).
- It is anticipated that regular watering of the construction site would occur to minimize fugitive dust. The construction contractor(s) would be required to comply with the PSCAA (Regulation I, Section 9.15), requiring reasonable precautions to avoid dust emissions and could include, but are not limited to the following:
 - The use of control equipment, enclosures, and wet (or chemical) suppression techniques, as practical, and curtailment during high winds;
 - Surfacing roadways and parking areas with asphalt, concrete, or gravel;
 - Treating temporary, low-traffic areas (e.g. construction sites) with water or chemical stabilizers, reducing vehicle speeds, constructing pavement or rip rap exit aprons, and cleaning vehicle undercarriages before they exit to prevent the track-out of mud or dirt onto paved public roadways; and/or
 - Covering or wetting truck loads or allowing adequate freeboard to prevent the escape of dust-bearing materials.
- Certain future uses that would potentially be new air emission sources would be required to obtain permits from PSCAA to ensure that appropriate technology is in place to prevent the release of harmful contaminants into the atmosphere.

Water Resources

- Monitoring and erosion control measures would be employed for stormwater discharge associated with construction activities, per a National Pollutant Discharge Elimination System (NPDES) permit from the Department of Ecology (Ecology) to protect water quality.

- A Stormwater Pollution Prevention Plan (SWPPP) would be prepared and implemented, as required by the NPDES permit. The SWPPP would contain specific best management practices (BMPs) for each construction season.
- Temporary erosion and sediment control (TESC) best management practices (BMPs) as specified in the Ecology Manual (2005) would be implemented. See Tables 3.1-1 and 3.1-2 in **Appendix C** and Section 3.1, **Earth** for specific BMP measures.
- Construction entrances would include truck wheel washes in addition to quarry spalls to dislodge sediment, if warranted by the specific truck traffic and soil export volumes. Streets would also be routinely cleaned during construction.
- Specialized products, such as Chitosan or Electrocoagulation, and other water treatment systems could be used, if warranted and approved by Ecology under the NPDES permit.
- During drier weather, settling ponds would be drawn down via pumping and the water dispersed to upland vegetated areas away from steep slopes, as feasible.
- BMPs for concrete work would include the following:
 - Cement trucks wash water would not be disposed of onsite, but would be returned to the off-site batch plant for recycling as process water;
 - New concrete work would be covered and protected from rainfall until cured; and,
 - Monitoring of pH would occur in areas with active concrete work.
- If concrete amendments to soils are proposed to meet compaction standards, specific measures described in **Appendix C** would be employed.
- Excavations conducted as part of mass grading for infrastructure and buildings onsite would be at least 10 feet in elevation above the top of the advanced outwash unit and in the Vashon Fill Layer, which forms a water quality-protective barrier between the ground surface and the Qva Aquifer. Excavation for the new stormwater discharge pipe (under stormwater routing option 2) could be 50 feet deep onsite; such a cut would be backfilled with impermeable material to maintain the integrity of the till aquitard and to protect the Qva Aquifer.
- Wetland fill would be limited to 0.96 acres of isolated wetlands that are perched on the Vashon Till and are dry during the summer. These wetlands have low groundwater recharge potential. Approximately 0.85 acres of wetlands with some recharge potential would be retained as part of DMCBP development.
- Stormwater would be managed per the requirements of the 2005 Ecology Manual (2005). All stormwater runoff from pollution-generating surfaces would be collected and treated to enhanced water quality treatment standards, per the Ecology Manual (2005).
- Approximately 30 percent of the site would be retained as natural (perimeter buffers, wetlands and wetland buffers) or landscaped areas which would contribute to groundwater recharge (this percentage does not include area in stormwater facilities).

- The stormwater conveyance function of on-site ditches would be replaced by relocation of ditch conveyance in pipes (or as open channel); conveyance and discharge points to off-site Wetlands B4 and B13 would be maintained.

Wetlands

- Wetland impacts would be limited to isolated wetlands approved for fill by the previously issued Sections 404 and 401 issued by the Corps of Ecology and subsequent Corps jurisdictional determinations and/or Ecology-issued Administrative Orders pertinent to the site.
- Except for the Wetland 48 buffer, it is anticipated that native vegetation in wetland buffers would not be altered in order to avoid potential water quality and habitat impacts.
- Construction best management practices (BMPs) would be employed to prevent construction impacts to wetlands and wetland buffers (see Section 3.3, **Water Resources** and **Appendix C** for details on the BMPs).
- Roof run-off or treated stormwater runoff would be used to maintain wetland hydrology, as warranted (i.e. for Wetlands B15 and 48). No new open water habitat that could attract waterfowl would be created. Untreated stormwater runoff from non-roof areas would not be distributed to, stored, or treated in the wetlands.
- A permanent stormwater management system would be installed that would control stormwater runoff release and prevent erosion and sedimentation impacts to wetlands on and adjacent to the site (see Section 3.3, **Water Resources** and **Appendix C** for further information on this system).
- The conditions of the previously issued Section 404 permit and 401 Water Quality Certification require mitigation for all wetlands that would be filled by the DMCBP project. The Port would construct this wetland mitigation to compensate for the loss of wetland area and wetland functions at the DMCBP site. The mitigation is planned and would be constructed on Port-owned property to the north of the DMCBP site, as well as on Port-owned property near the City of Auburn. The mitigation north of the DMCBP site would consist of the enhancement of approximately 1.4 acres of wetland area and approximately 1.3 acres of wetland and stream buffer adjacent to Des Moines Creek. Construction was completed on mitigation near the City of Auburn in June 2006.

Plants and Animals

- Open space areas, including natural and landscaped areas, would encompass approximately 32 acres, or 35 percent of the site. Natural areas would consist of steep forested slopes, retained wetlands and their buffers.
- Landscaping would be provided along the site boundaries (adjacent to public streets), along internal roadways, and in parking lot areas in accordance with applicable City of Des Moines' landscaping regulations (or as modified through the Final Master Plan).

Landscaping would also be consistent with FAA and Port of Seattle standards to ensure that no wildlife or avian habitat is created on the site.

- Per the City's tree retention regulations, existing healthy evergreen trees six inches in diameter at breast height (DBH) or greater and existing healthy deciduous trees eight inches DBH or greater would be retained within landscape areas; specifics would be determined during the Final Master Plan review process.
- No construction activities or development on the DMCBP site would occur within 200 feet of Des Moines Creek adjacent to the site (most development areas would be more than 200 feet from the creek).
- In accordance with City of Des Moines development standards, an undisturbed buffer of native vegetation would be retained from the top of the Des Moines Creek ravine sidewall west of the site. Appropriate building setbacks would be maintained from the ravine buffer edge to prevent impacts on environmentally sensitive areas. Specific buffers and setbacks related to slopes would be determined during the Final Master Plan process.
- A permanent stormwater management system would be installed that would control stormwater runoff release and prevent erosion and sedimentation onsite and downstream (see Section 3.3, **Water Resources** and **Appendix C** for further information on this system).

Noise

- Construction hours would be limited, as required by the Des Moines Municipal Code (DMMC Section 14.04.0900 and DMMC 14.60.150). Operation of heavy construction equipment during grading operations would not take place between 5 PM and 8 AM Monday through Sunday and other construction activities would not take place between 7 PM and 7 AM Monday through Saturday, or between 5 PM and 8 AM Sundays or on legal holidays.
- Stationary construction equipment would be positioned as far from sensitive noise uses as possible, and construction trailers or other quiet stationary objects would be parked in a location that would help block noise, as possible.
- Construction equipment with sound-attenuating devices would be supplied, as possible.
- Equipment would be enclosed within sound-proof enclosures, as possible.
- Portable noise barriers would be used, as possible, to provide additional noise attenuation.
- Equipment would be turned off when not in use rather than left idling, as possible.
- Hydraulic or electric equipment would be used instead of impact equipment, whenever possible.

- Equipment locations (i.e. placement of HVAC systems) would be selected to minimize potential off-site noise impacts.
- Mechanical systems would be designed to minimize the use of noisy equipment, as feasible.
- Neighboring uses on S 208th Street and 24th Avenue S would be shielded from operational noise by appropriate building orientation (location of loading docks behind the buildings).
- Mufflers and quiet packages for chillers and other high-level noise sources would be used, as warranted for manufacturing uses.
- The perimeter buffers, possibly including earthen berms, to be provided along 24th Avenue S, and S 216th Street (and potentially S 208th Street if it remains a public street) and the open space area in the west portion of the site would reduce potential noise impacts on adjacent uses.
- Loading areas would be set back, recessed and/or screened to minimize potential noise impacts to surrounding off-site uses.
- Truck traffic would be directed to use the primary site access at S 216th Street and 20th Avenue S via on-site signage, in order to reduce traffic and associated noise on 24th Avenue S and S 208th Street.
- Buildings would be designed to meet the City of Des Moines Sound Transmission Control Ordinance (DMMC 14.08.280).

Land Use

- Approximately 35 percent of the site would be in some form of open space area, including natural vegetation and newly landscaped area.
- Average 20-foot wide perimeter buffers containing landscaping, and potentially an earthen berm, would be provided along the eastern and southern boundaries of the site to provide a visual screen to site development per sections 18.41 and 18.25.060 of the DMMC; the specific details of the perimeter landscaped buffer and/or the berm would be determined in the Final Master Plan.
- Truck loading areas would be located in the back of buildings (away from adjacent streets) and would be designed to minimize impacts to surrounding uses by incorporating setbacks, recesses and/or screening (per section 18.25.060 of the DMMC).
- The business park would be designed to conform with the applicable general site and building design guidelines of the BP zone (per sections 18.25.060 and 18.25.070 of the DMMC or as modified in the Final Master Plan). See Section 3.8, **Relationship to Plans and Policies** of this Draft EIS for further discussion of the guidelines.

- All future business park buildings would be required to obtain design review approval in accordance with DMMC 18.58.

Aesthetics/Light and Glare

- Approximately 35 percent of the site would be retained in some form of open space area.
- Average 20-foot wide perimeter buffers containing landscaping, and potentially an earthen berm, along the eastern and southern boundaries of the site would provide visual screening of site development per sections 18.41 and 18.25.060 of the DMMC; the specific details of the perimeter landscaped buffer and/or the berm would be determined in the Final Master Plan.
- Landscaping would be designed to create an aesthetically pleasing park-like setting (per Section 18.25.060 of the DMMC).
- Truck loading areas would be set back, recessed, and/or screened so as not to be visible from neighboring streets or residentially zoned or used properties and to minimize visibility from areas zoned Business Park (per Section 18.25.060 of the DMMC).
- Building design would be compatible with the site and with uses in the area. Building modulation and other design techniques to add architectural interest and minimize building mass would be used. Variety in detail, form, and siting would be used to provide visual interest (per Section 18.25.070 of the DMMC).
- Exterior lighting fixtures and standards would be part of the architectural concept and harmonious with building design (per Section 18.25.070 of the DMMC).
- Exterior lighting fixtures would use appropriate shields to reduce light spillage and lighting would be directed away from adjacent areas, including wetlands and Des Moines Creek Park.
- All future business park buildings would be required to obtain design review approval in accordance with DMMC Section 18.58.

Transportation

- A threshold of 840 PM peak hour trips could be established for the DMCBP. In order to exceed this threshold, additional capacity would need to be created in the transportation network. Additional capacity could include the completion of the SR 509/S Access Road project, the 28th/24th Avenue S Improvement project, and/or other traffic capacity improvements. Full buildout of Alternative 2 (1,045 PM peak hour trips) could be accommodated without exceeding LOS mobility standards and without resulting in significant impacts assuming completion of the capacity improvements noted above.

- Signal optimization and corridor progression improvements on International Boulevard/Pacific Highway S between S 188th Street and S 216th Street would be required to improve intersection operations under Alternatives 1 and 2 in years 2015 and 2024. Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- Signal optimization at the S 216th Street/24th Avenue S intersection would be required to improve operations under both Alternatives 1 and 2 in 2024, and to respond to the change in travel patterns created by the SR 509/S Access Road and 28th/24th Avenue S improvement projects. Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- The Port or future developer(s) would install a traffic signal at the S 216th Street/20th Avenue S intersection by year 2008 in order to improve the LOS of the intersection to an acceptable level, assuming 500,000 square feet of development occurs in the initial 2008 scenario. This signal would be interconnected with the traffic signal recently installed by the City of Des Moines at the S 216th Street /24th Avenue S intersection.
- The City of Des Moines (DMMC Chapter 12.40) and City of SeaTac regulations require that street frontage improvements, or a fee in lieu of, be provided by new developments. It is anticipated that a construction schedule and arrangements concerning DMCBP frontage improvements would be addressed in the Second Development Agreement between the Port and City or in the Final Master Plan. The Port anticipates coordinating with the City of SeaTac on any frontage improvements for portions of the site that abut the City. The frontage improvements would be designed and constructed to ensure adequate right-of-way width to accommodate the planned expansion of 24th Avenue S and S 216th Street improvements by the Cities of Des Moines and SeaTac.
- Construction of appropriate traffic calming measures along 24th Avenue S, south of S 216th Street would occur, to minimize the desirability of this road as an access to and from the DMCBP site (see Table 20 in **Appendix D** for some of the potential traffic calming measures that could be constructed). Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- During site construction and operations, trucks would be signed to use S 216th Street and access the site at the main entrance at 20th Avenue S to reduce potential impacts to residents along S 208th Street and 24th Avenue S. By year 2024 with the proposed SR 509/S Access Road and 28th/24th Avenue S improvement projects, trucks would be also directed to use 24th Avenue S for access to and from SR 509.
- The DMCBP development would support transportation demand management (TDM) measures, such as bus pass subsidies, preferential parking for car and van pools, flextime, bicycle parking, and ride match services.
- The DMCBP development would abide by the adopted City of Des Moines Transportation Impact Fee Service Area program. To the extent that the Port and/or future developer(s) contribute to certain improvements on a greater than pro-rata basis,

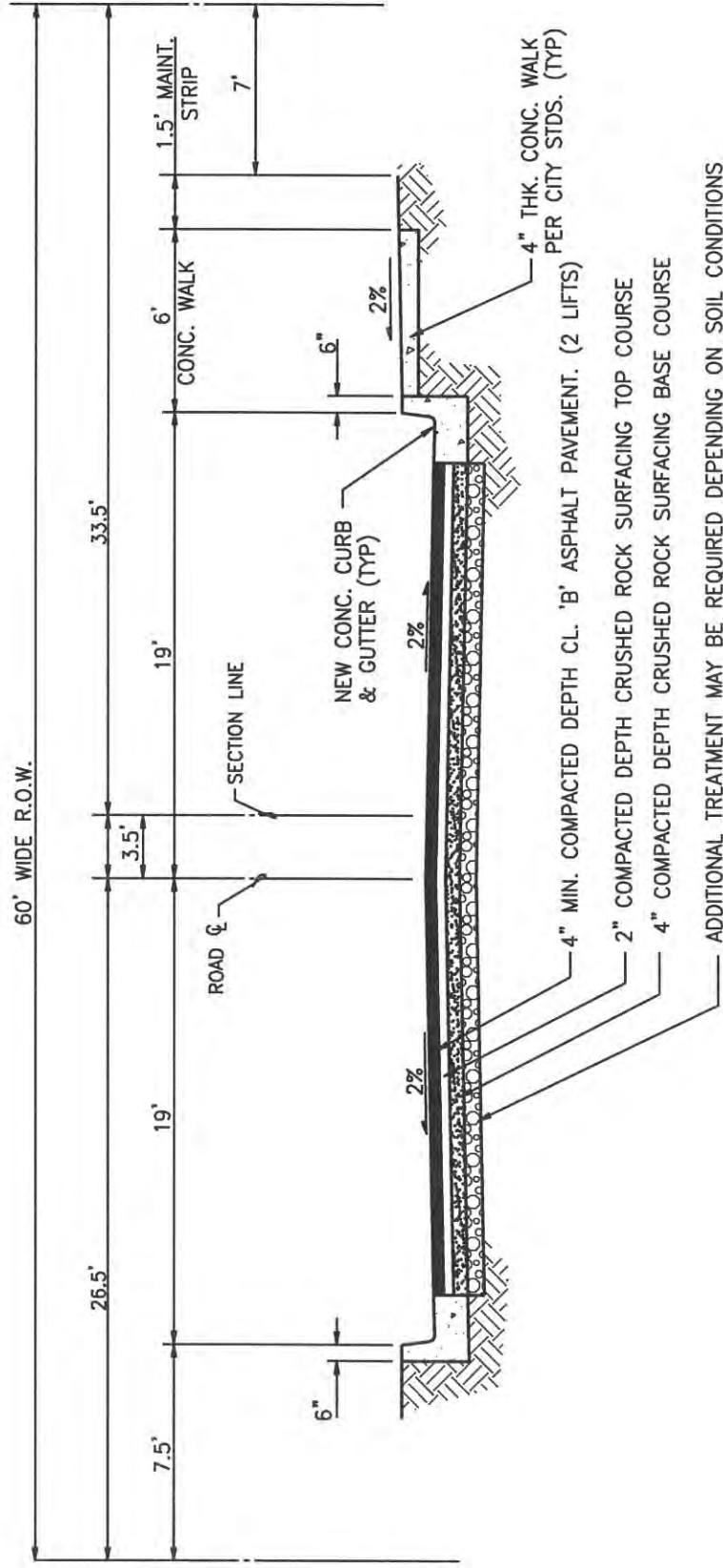
credits against impacts fees could be granted. Specifics related to funding responsibilities would be determined in conjunction with the City of Des Moines as part of the Second Development Agreement process.

Public Services

- Construction worker safety measures would be implemented during construction in accordance with Occupational Safety and Health Administration (OSHA) standards.
- All new buildings would be constructed in compliance with the applicable International Building Code and International Fire Code regulations, as adopted by the City of Des Moines.
- On-site security would be provided during construction. On-site security measures, such as fencing and securing areas where equipment is stored, would be implemented to reduce the potential for construction-related incidents.
- Traffic control measures would be provided for both construction vehicles as well as for truck trips as part of operation of the DMCBP (see Section 3.10 **Transportation** for details). Other transportation improvements would be implemented to preclude significant impacts on the transportation network as a result of the DMCBP.

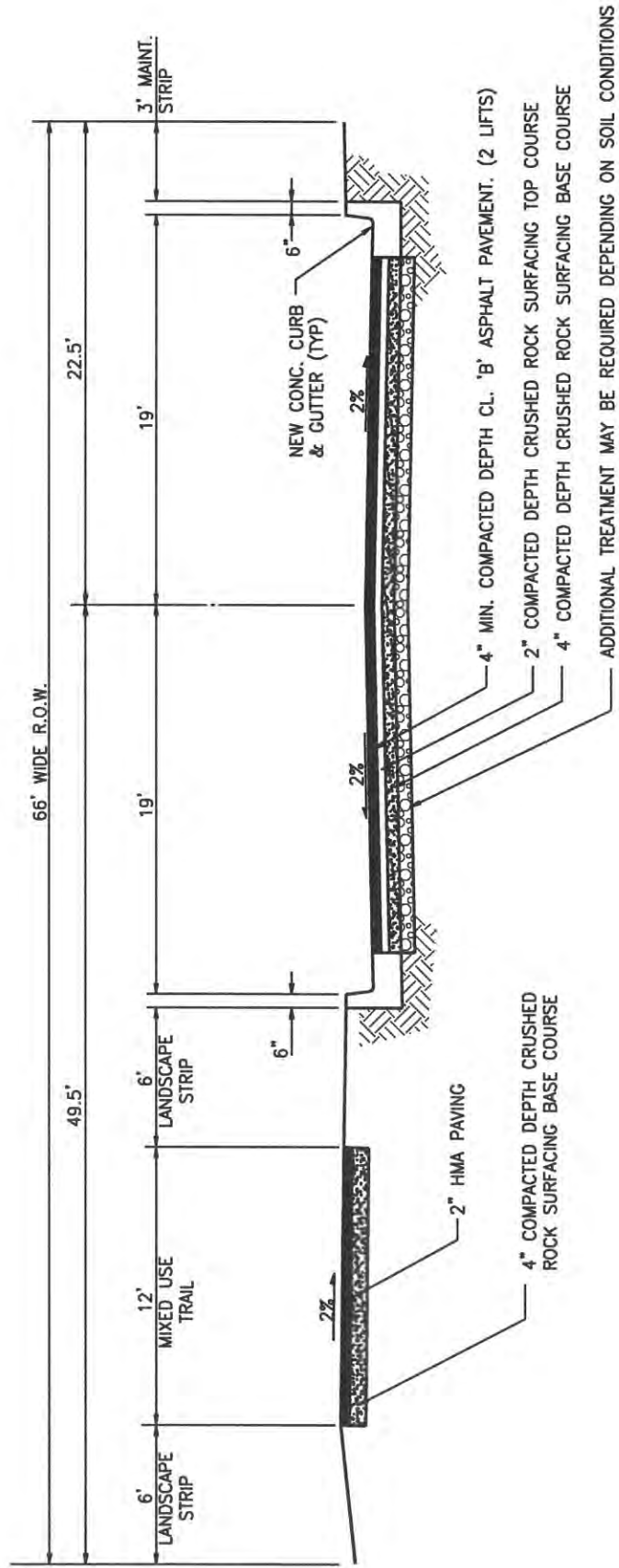
Utilities

- The Port or future developer(s) would coordinate with the City of Des Moines and Highline Water District regarding all water utility installation on the site to insure consistency with overall water systems.
- Fire hydrants would be placed on the DMCBP site in a grid pattern, spaced in accordance with the City of Des Moines Fire Code.
- The Port or future developer(s) would coordinate with the City of Des Moines and Midway Sewer District regarding all sanitary sewer utility installation on the DMCBP site to insure consistency with overall sewer system.
- The Port or future developer(s) would coordinate with PSE regarding amending the existing service agreement between the Port and PSE and installation of electrical facilities on the DMCBP site.
- All new buildings on the DMCBP site would meet or exceed applicable City of Des Moines and State of Washington energy code provisions for energy utilization.
- The Port or future developer(s) would coordinate with PSE during design and permitting to insure that new natural gas lines on the site would be adequately sized to maintain sufficient pressure for new natural gas customers on site and existing customers in the area.



SOUTH 208TH STREET TYPICAL SECTION

NOT TO SCALE (LOOKING EAST)



INTERNAL LOOP ROAD TYPICAL SECTION

NOT TO SCALE (LOOKING EAST)

Project and system improvements with threshold trigger points

Development Traffic Trip Thresholds – based on 2006 EIS (arranged to assume north end develops first)

Improvement	Threshold	Notes
1 – Access roadway to 24 th Ave S (S. 212 th St – vicinity)	40 PM peak hour trips	Part of Area 1 site development. (*342 PM peak hour trips/ 489,470 s.f. of development)
2 - SR 99 Signal coordination	390 PM peak hour trips or >500,000 s.f. of development.	Initially completed fall 2010. Will just need to update the coordination plan.
3 – Completion of internal Loop road (connection to S. 216 th St.)	390 PM peak hour trips or >500,000 s.f. of development	Refer to Section 11.1.1.2.
4 – New Traffic Signal at S. 216 th /20 th Ave S	390 PM peak hour trips or >500,000 s.f. of development (Level of Service (LOS) exceeds standard of D at 212 th /24 th or LOS >D at 216 th /24 th Ave S)	* Assuming Area 1 site develops: 48 PM peak hour trips available/ ~10,530 s.f. development avail. Signal will be included with S. 216 th Seg. 2 improvements.
5 – Traffic Signal improvements at 216 th /SR-99	Level of Service of 216 th /SR-99 exceeds standard of F (v/c >1.0)	Based on supplemental site specific Traffic Impact Analysis (TIA).
6 – 24 th /28 th Ave South Extension to S. 200 th St.	**840 PM peak hour trips from DMICBP	
7 – New Traffic Signal at S. 208 th /24 th Ave S	Level of Service of 208 th /24 th exceeds standard of D	Based on supplemental site specific Traffic Impact Analysis (TIA)

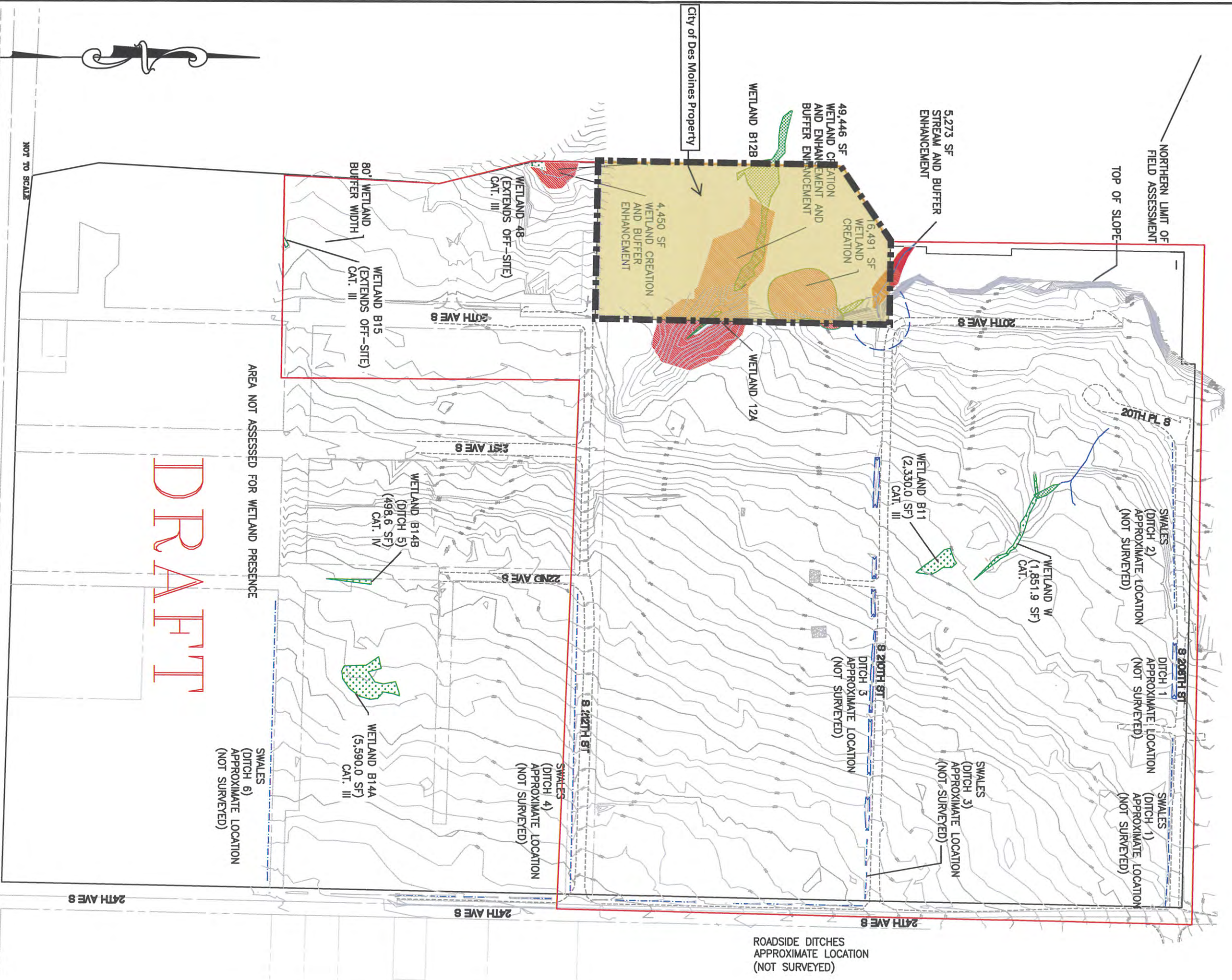
8 – Traffic Signal improvements at 208th/SR-99 Level of Service of 208th/SR-99 exceeds standard of E (Sea-Tac) Site specific TIA (may not be needed if 24th/28th extended)

* Based on PSE Site Plan dated 5/16/12 included as Exhibit B to the 2nd Development Agreement.

** A site specific Traffic Impact Analysis may allow this number to be higher based on previous improvements made and background traffic growth.

LIBIHXE
DES MOINES CREEK BUSINESS PARK - SITE PLAN

LEGEND
 MITIGATION AREAS (OPTIONS)



DRAFT

<p>SOURCE:</p> <p>DES MOINES CREEK BUSINESS PARK SW CORNER OF S 208TH ST & 24TH AVE S, DES MOINES, WA 98198</p>	<p>DATE: 04/18/12</p> <p>JOB: 1077.0003</p> <p>BY: KM/JC</p> <p>SCALE: NTS</p> <p>SHEET 1 OF 1</p>
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**CITY MANAGER'S EXECUTIVE ORDER NO. 10-001
CITY OF DES MOINES**

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF DES MOINES establishing the *City-Wide Development Incentive Program* for all commercial and multifamily zoned areas in Des Moines, and to further the goals and objectives established by the Pacific Ridge Neighborhood Improvement Plan, the Downtown Neighborhood and North Central Neighborhood elements of the Comprehensive Plan, the City Council's economic development goals and strategic objectives, and to provide additional incentives to encourage development throughout the City, effective **September 1, 2010**.

RECITALS

WHEREAS, DMMC 12.04.100 provides that the fee for right-of-way permits issued by the City under the authority of Chapter 12.04 DMMC shall be established by the City Manager.

WHEREAS, DMMC 14.04.080 provides that the fee for any permit issued by the City under the authority of Title 14 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 16.04.260 provides that the fee for a State Environmental Policy Act (SEPA) determination issued by the City under the authority of Title 16 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 17.40.010 provides that the fee for any approval issued by the City under the authority of Title 17 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 18.58.050 provides that "the City Manager may adopt by executive order procedural rules for the efficient implementation of this chapter" [Chapter 18.58 DMMC – Design Review], and

WHEREAS, DMMC 18.64.050 provides that "fees for the following land use applications are established by the City Manager

- (a) Change of zone;
- (b) Unclassified use permit;
- (c) Planned unit development;
- (d) Variance;
- (e) Conditional use permit;
- (f) Comprehensive plan amendment

WHEREAS, the Des Moines City Council established “Improved economic vitality and development” as a strategic goal and “facilitate development of the Des Moines Creek Business Park” and changes to Downtown development regulations and improvements to the Downtown water system as strategic objectives to advance this strategic goal; and

WHEREAS, the City Manager by Executive Order No. 07-005, established the Pacific Ridge Redevelopment Incentive Program to further the goals and objectives established by the Pacific Ridge Neighborhood Improvement Plan effective January 1, 2008; and

WHEREAS, DMMC 18.31.010 provides that the purpose of the Pacific Ridge Zone is “to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside,” and

WHEREAS, Policy 11-03-02 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should “encourage increased building heights in this neighborhood to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Polices for King County,” and

WHEREAS, Policy 11-03-06 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should “ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment. Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc.” within the Pacific Ridge, and

WHEREAS, Policy 11-03-07 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should “promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge,” and

WHEREAS, DMMC 18.25.010 provides that the purpose of the Business Park Zone is, “provide suitable areas of the city for development of compatible business, professional office, light industrial, research and development, service uses, wholesale trade, and retail uses serving the needs of business park tenants,” and

WHEREAS, DMMC 18.27.010 provides that the purpose of the Downtown Commercial Zone is, “to enhance, promote, and maintain the business areas of the downtown neighborhood,” and

WHEREAS, Policy 2-03-08 of the Land Use Element of the Des Moines Comprehensive Plan provides that the City should, “promote new development and

redevelopment within the Downtown Business District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements,” and

WHEREAS, Policy 10-02-04 of the Downtown Neighborhood Element of the Des Moines Comprehensive Plan provides that the City should, “promote new development and redevelopment within the Downtown Business District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements,” and

WHEREAS, given the size of the large scale projects envisioned in the Pacific Ridge and Des Moines Creek Business Park and potential for such projects in the Downtown, along Pacific Highway South and in the RM-900B Restricted Service Zones, the City will achieve an economy of scale allowing the City to recover the cost of land use and building permitting at a lower rate than needed for smaller scale projects, and

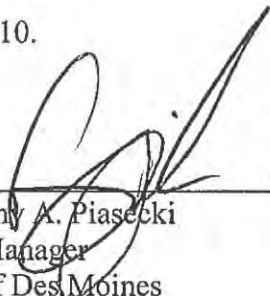
WHEREAS, encouraging development throughout the City is in the best interest of the public health, safety or welfare of the City’s citizens, **NOW THEREFORE.**

It is hereby **ORDERED** as follows:

1. The City-Wide Development Incentive Program is established.
2. The Incentive Program shall reduce fees for design review, environmental review, subdivision, planned unit development, short subdivision and lot line adjustment, engineering plan review, building plan check and building permit, land clearing, grading or filling, mechanical, electrical and plumbing permit, and right of way permits as follows:
 - a. By 20%, provided that the individual permit applications contain a minimum of 50,000 square feet of commercial or residential development or a combination thereof, excluding the area necessary for any required parking.
 - b. By 10%, provided that the individual permit applications contain a minimum of 25,000 square feet of commercial or residential development or a combination thereof, excluding the area necessary for any required parking.
3. The Incentive Program shall not apply to any fee established by ordinance or by another agency including transportation impact fees, park in-lieu fees, South King Fire & Rescue review fees, surface water management hook up fees, or business licenses and taxes. The Incentive Program shall also not include the cost for any third-party review.
4. The Incentive Program shall apply to the first group of tenant improvements provided that the building was constructed as a “shell building.” All future tenant improvements regardless of size shall comply with the City wide fee schedules.

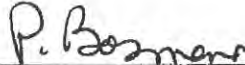
5. The Incentive Program is only available to the first 3,125,000 square feet of occupiable commercial development (excluding the area necessary for any required parking) and 5,541 residential units if the project is in Pacific Ridge. Once the allotments are exhausted this Incentive Program will cease for Pacific Ridge projects unless additional allotments are added by executive order of the City Manger.
6. The Incentive Program for the Downtown Neighborhood and the North Central Neighborhood will cease five years from the date of this Executive Order unless an extension is granted by executive order of the City Manager.
7. Fees for development activity that qualify for the Incentive Program will be assessed in accordance with the City Development Services Fee Schedule (Exhibit A), the Building Permits Fee Schedule (Exhibit B), Right-of-Way Permit Fee Schedule (Exhibit C).
8. Issuance of the Executive Order replaces and supersedes Executive Order Number 07-005 regarding the Pacific Ridge Redevelopment Fee Incentive Program

DATED this 19th day of August, 2010.



Anthony A. Piasecki
City Manager
City of Des Moines

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk