

Governor's 2019 Smart Communities Awards

Smart Partnerships Award

Submitted for: Joint Public Project Implementing a Comprehensive Plan

Eligible Nominees: A county, city, town, tribe, special purpose district, state agency, or private entity may submit a nomination in this category. Only joint nominations will be accepted from two or more entities, one of which must be a county, city, town or tribe. **Award Goal:** Recognizing the successful achievement of a joint- developed project implementing a local comprehensive plan.

Examples of these include, but are not limited to, the following: Mixed-use developments, neo-traditional developments, historic preservation, infill development, affordable housing projects, capital facility projects, transportation improvements, park and recreation projects, and similar projects.

Applicants must provide a clear description of the project, explaining how it directly implements one or more policies or goals in the comprehensive plan.

Please indicate applicable jurisdiction size (To insert a check, hold down the ctrl key and double click on the box)

☐ County (any size)

☐ City, town or community with a population **under** 10,000

☒ City with a population of 10,000 or more

NOMINATION FORM		
Name of Nominated Joint Project	Tukwila Village	
Name of County, City, Town or Tribe	City of Tukwila	
Contact Person	Moira Bradshaw	
Mailing Address	6200 Southcenter Blvd, Tukwila, WA 98188	
Phone and Email	Phone: 206 - 431 – 3651	Email: moira.bradshaw@tukwilawa.gov
LIST THE NAMES OF ALL RECIPIENTS AS THEY ARE TO APPEAR ON THE AWARD CERTIFICATES		
Please Submit names on separate sheet and attach to completed form		
City of Tukwila		
Tukwila Village Development Associates, LLC		
King County Library System		
Tukwila Village Community Development Association		



SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan

NOMINATION CATEGORY – SMART PARTNERSHIPS AWARD	
<p>This nomination form must include a written statement from the City, County, Town or Tribe, or a letter of support for the nomination from the City, County, Town or Tribe about the benefits of the plan or project.</p>	
<p>Provide the estimated total cost of the joint project, if available.</p> <p>\$131 million</p>	
<p>Funding Information: List all other funding sources used for the project. For grants, please list type, year, and grantor.</p> <p>\$10 million – King County Library System (constructed library) \$7 million – City of Tukwila (property acquisition and 144th improvements) \$1 million - Washington State Transportation Improvement Board for S 144th St improvements (grant in 2017) \$113 million – Developer financing (includes \$20 million of low-income housing tax credits)</p>	
<p>Name of Nominated Joint Project:</p>	<p>Tukwila Village</p>
CHECKLIST OF CATEGORY CRITERIA	
<p>Development projects that implement a comprehensive plan must demonstrate excellence in one or more of the following criteria. Please check each criteria that is demonstrated by the nominated project. (to insert a check, hold down the ctrl key and double click on the box)</p> <p><input checked="" type="checkbox"/> Demonstrates innovative, thorough, and meaningful public participation</p> <p><input checked="" type="checkbox"/> Clearly carries out the goals and requirements of the Growth Management Act or other documented community development objectives</p> <p><input checked="" type="checkbox"/> Offers an innovative solution or a model for other communities</p> <p><input checked="" type="checkbox"/> Demonstrates tangible benefits to the community</p> <p><input checked="" type="checkbox"/> Achieves community’s vision as articulated in comprehensive plan</p> <p><input checked="" type="checkbox"/> Fits content of community and neighborhood</p> <p><input checked="" type="checkbox"/> Demonstrates quality design and sustainability principles</p> <p><input checked="" type="checkbox"/> Demonstrates comprehensive actions to directly implement an adopted comprehensive plan</p>	

SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan

NOMINATION STATEMENT – A BRIEF DESCRIPTION OF JOINT PROJECT (50 WORDS OR LESS)

Briefly describe the capital project. Include what the project is about, who prepared the plan, and how long it took to complete the project.

Tukwila Village is a mixed use, phased development project initiated by the City of Tukwila and designed and constructed through a partnership with the King County Library System and Tukwila Village Development Associates, LLC. The project is the culmination of extensive community engagement that began with Tukwila's 1995 Comprehensive Plan.

Name of Nominated Joint Project:

Tukwila Village

HOW THIS NOMINATION MEETS THE AWARD CRITERIA

Tell us why you think this is an excellent project and how it meets the award criteria you checked on the previous page. Please clearly state why the individual, organization, or project deserves recognition in the specific category.



Tukwila Village Site Plan

Introduction

Tukwila Village is a new multicultural and multigenerational community and neighborhood center built at the intersection of Tukwila International Boulevard (TIB)—formerly Pacific Highway S.—and S. 144th St. This mixed-use development with shared community space and a public library is an innovative public partnership model. It fulfills the vision created through successive planning processes and meaningful public participation, for a central location where

residents of all backgrounds can interact. The Tukwila Village design fosters engagement and is

sustainability- and community-focused. It has brought tangible benefits to Tukwila, including critical new affordable senior housing, a new library, a renovated S. 144th St., a new public plaza, and the Sullivan Community Center, which houses a community meeting room, job-training non-profit Kona Kai Coffee, and a community kitchen. Buildings soon to be completed include over 200 additional housing units, commercial space, and a food hall, where space will be rented to low income food service entrepreneurs. The model pursued by Tukwila Village can be duplicated by other communities that want a project that implements their vision and character. Tukwila Village fulfills the



A view across S. 144th St. of Tukwila Library (front), Sullivan Community Center (back), and the public plaza

SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan

vision of a welcoming place where all residents can gather and connect with each other and it will continue to do so for a long time to come.

History of Tukwila Village

Twenty years ago, the community had a vision to catalyze the transformation of a neighborhood with a public/private project that would change a long-neglected and auto-oriented area of Tukwila, into a vibrant urban place. That vision dovetails with the goals of the Growth Management Act, including urban growth, reduced sprawl, and housing that is affordable to all economic segments. Today that vision and those goals are realized in Tukwila Village and the redevelopment that it spurs.

Tukwila's [1995 Comprehensive Plan](#) recognized that Pacific Highway could become more urban and accommodate the growth projected for Tukwila. The area was associated with crime, overlooked by developers and lacked quality housing options. The [1998-2000 Pacific Highway Urban Renewal and Revitalization Plan](#) encapsulated the community's vision for the future of TIB as a neighborhood with a



The bus stop in front of Tukwila Village c. 1998 and today



The corner of 144th and TIB c. 1998 and today

shared identity. It also foresaw actively brokered development by the City and the “foster[ing of] community identity, pride, and improvement.” The City took comprehensive steps to realize that goal. The City funded the Tukwila Village project in the 1999-2000 budget, authorized the use of condemnation for property acquisition, and in 2004 finished acquiring the 21 parcels where Tukwila Village now sits. The City went through solicitations and negotiations with various developers for over a decade before the King County Library System (KCLS) and Tukwila Village Development Associates, LLC (TVDA) signed as partners in the project. Comprehensive agreements, including a 2012 Disposition and Development Agreement, a Developer's Agreement, Access Easements, and CC&Rs were signed with TVDA to ensure the community's and partner organizations' goals were met.

The specifics of the partner organizations for Tukwila Village have evolved as a result of stakeholder input, changing economic conditions, and events in the

SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan

area, but the vision of revitalization along TIB has stayed constant. The community moved from a Comprehensive Plan, through goals and strategies, to comprehensive action to make a change.

Tukwila Village's Innovative Partnership

Tukwila Village represents an innovative project model based on partnership and shared space. The City, KCLS, and TVDA have a partnership that required significant time, effort, and risk. The site design and street improvements were jointly reviewed and approved. Commercial spaces, high-density residential housing, shared parking, a new public library, and a new public space for community events and gatherings are integrated in the design in, which "the pieces of the project" fit together and smoothly transition from one use to another. This site design facilitates interaction, and the buildings are designed to fulfill their role for both small and large community events. The design requires an ongoing partnership, as the City and TVDA continue to work together to manage the community spaces and shared parking. To



World Dance Party, the first event held at Sullivan Community Center

ensure public use and access of the privately-owned public space, the City and TVDA took an innovative approach and agreed to jointly form the Tukwila Village Community Development Association (TVCDA). This agreement required trust between the partners. The mission of TVCDA is to improve the social welfare of the local community and residents of Tukwila Village by promoting arts, economic development, education, health, and community building.

Tukwila Village Today

The course of Tukwila Village's history and design has been influenced by thoughtful, active, and meaningful public participation. The City's goal was not simply to inform residents of events, but to actively include the community in the decision-making process. As such, the City had to create innovative strategies to involve the public so that residents had meaningful and timely input. The community was engaged not only in setting the overarching goals of the project, but in informing the choice of developer and design of the public space. At public meetings and in surveys, residents were asked to rank the potential developers and aspects of the design that were most important to them and to offer their own suggestions. The public was invited to many meetings through a variety of methods including email, postcards, flyers, posters, and banners. For one key public meeting, invitations were mailed to all 7,000 Tukwila households. And in order to include non-English speakers in significant



Public Meeting held to gain input on Tukwila Village's design

SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan



*Mix-used building with senior housing and office space
at the corner of S. 144th St. and TIB*



*KCLS's Día Spanish reading event at
Sullivan Community Center*

meetings, the City enlisted help from its “Community Connectors.” These connectors reached out to people within their ethnic/language communities and provided interpretation. Invitations were printed in the four most common languages spoken by Tukwila residents. To provide a welcoming atmosphere, food for the meetings was provided by local restaurants, which represent the wide variety of cuisines available locally.

Tukwila Village Today

The development of Tukwila Village has brought tangible benefits to the community, such as, much needed senior housing to Tukwila, with 400 units to be built by project end, of which over half will be affordable. The new Tukwila Library is 60% bigger than its predecessor, includes a 2,000 square foot community meeting room, and provides not only traditional library services, but hosts regular citizenship classes, Spanish story time, wellness classes, and college and career help. The project also included improvement to S. 144th St. with curb, gutter, sidewalk, street illumination, bike lanes, on-street parking, and street trees.



Students using Tukwila Library on opening day

In the development of Tukwila Village, sustainability was an important goal. Amid auto-focused land uses, Tukwila Village is transit-oriented. It replaces a mix of auto-oriented commercial uses and six single-family homes with over 65 dwelling units per acre. Two Metro bus routes run in front of Tukwila Village connected to a Link Light Rail station that is a five-minute ride away. Tukwila Library was built in accordance with LEED standards and includes a carbon-negative green roof and regionally sourced timber.

Tukwila Village is designed to reflect its community and fit the multicultural character of the neighborhood. The lack of a central gathering place for residents was a key impediment to forming a shared identity. Tukwila Village provides that space. A new 2,900 square foot Tukwila Village Food Hall will house the [Food Innovation Network](#), a program by local non-profit, Global-to-Local. That program helps low income entrepreneurs, who represent a diverse range of food traditions, get started in the food

SMART PARTNERSHIPS: Development Project to Implement a Comprehensive Plan

service industry by providing training and start-up space for their businesses. Nearby are centers of community activity, like Foster High School, Tukwila Pool, the local grocery and drug stores, churches, a synagogue, and a mosque. Now, local residents have a shared space to meet, interact, and enjoy community. Already, Tukwila Library and the Sullivan Community Center are well-used by the community.

Conclusion

Tukwila Village has begun achieving its vision to be a welcoming place where all residents gather and connect with each other. It has succeeded through a combination of consistent, sustained actions by the City, continual engagement of and support from the community, powerful partnerships, and strength of vision. It provides an innovative partnership project model that proved itself through the reinvigoration of a long-neglected area and the building of a high-density, transit-oriented development. It is an example



*A view of Phase I of Tukwila Village
looking west along S. 144th St.*

to other cities of how partnerships, combined with steadfastness in vision, can lead to the realization of community goals. Without this vision and partnership, this neighborhood would likely continue to be bypassed by the development community. Opportunity to reduce sprawl and utilize the urban physical infrastructure of the City and the transit systems and service would be underutilized. This partnership is a great example of how the goals of the Growth Management Act can be realized through a committed planning process.

Attachments

Written Statements from:

City of Tukwila
Tukwila Village Development Associates, LLC
King County Library System
Tukwila Village Community Development Association

Adopting Ordinance (Ord 1939 & 2391)

Permit Approval Documentation [Tukwila Village's webpage](#), with links to:

Partnership agreements, community engagement samples, and other official documentation



City of Tukwila

Allan Ekberg, Mayor

Mayor's Office – David Cline, City Administrator

April 29, 2019

Valerie Smith
Growth Management Services
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525

RE: 2019 Governor's Smart Communities Awards – Smart Partnerships

Dear Ms. Smith:

I am pleased to nominate the Tukwila Village project for a 2019 Governor's Smart Communities Award in the category of Smart Partnerships. The City's partners include Tukwila Village Development Associates (TVDA) and the King County Library System (KCLS).

The residents of Tukwila have long desired change in the area around Tukwila International Boulevard (TIB). The community's vision for the area has been consistently expressed since adoption of the 1995 Comprehensive Plan. Consistent action over the last two decades by the City, our community members, and our development partners clarified that vision and brought our goals alive for a vibrant community center along TIB. The Tukwila Village project supports our larger goals of providing a center of activity and amenities for our diverse community and affordable housing and improvements in public infrastructure and private development that is in accordance with our Comprehensive Plan and the State's Growth Management Act (GMA).

Because of its location, Tukwila Village's new residents have access to parks, a community pool, and an array of transit options, including light rail. Tukwila Village's Sullivan Center and the King County Library System's new Tukwila branch provide community spaces for new and long-time residents of our City. Tukwila Village is a bright example of how cities can revitalize long-neglected areas, fulfill the goals of the GMA, and catalyze the future of a neighborhood.

I am proud of the work that has been done to improve Tukwila and the community around Tukwila International Boulevard. Thank you for your consideration of our partners and Tukwila for this honor.

Sincerely,

Allan Ekberg
Mayor



14400 Tukwila International Blvd, Suite 100
Tukwila, WA 98168

T: 253.231.5003
F: 253.231.5010

April 29, 2019

Valerie Smith
Growth Management Services
STATE OF WASHINGTON
1011 Plum Street SE
P.O. Box 4525
Olympia, Washington 98504-2525

RE: 2019 Governor's Smart Communities Awards – Smart Partnerships

Dear Ms. Smith:

On behalf of Tukwila Village Development Associates, LLC, I am pleased to nominate the Tukwila Village Redevelopment project, located at S. 144th Street and Tukwila International Boulevard in Tukwila, Washington, for a 2019 Governor's Smart Communities Award in the category of Smart Partnerships.

As the developer of Tukwila Village, we began partnering with the City of Tukwila and the King County Library System over nine (9) years ago. We shared the community's vision for Tukwila Village to be a welcoming place where all members of the community can gather and connect with each other and, through redevelopment, to foster neighborhood revitalization and community pride.

Early in the project, we partnered closely with the City and the Library System to gather broad community input and to design a project that fosters interactions between people of all generations and cultures and provides access to knowledge and recreation. More than two (2) years ago, we started our partnership with Kona Kai Coffee, a non-profit organization dedicated to job training for underprivileged young people, to operate a Café / Coffee Shop in a portion of the Sullivan Community Center in the heart of Tukwila Village. Over the past year, we have partnered closely with the City and members of the local community to form the Tukwila Village Community Development Association, a non-profit community-based organization formed to administer and promote the use of the Sullivan Community Center's community meeting room, community kitchen, and outdoor plaza for the benefit of individual residents of Tukwila and the community groups and organizations that serve them.

Phase 1 of Tukwila Village is now complete. Today, in addition to the Sullivan Community Center, Phase 1 of Tukwila Village includes 193 units of affordable senior housing, which we own and operate in partnership with SHAG, and more is on the way. Tukwila Village has already become a vibrant center where community members of different racial and ethnic backgrounds, different cultural perspectives, and different generations interact through a variety of activities such as Tai Chi classes, African dance classes, book festivals, arts & crafts festivals, storytelling,

theater and music performances. We are also working in partnership with the Food Innovation Network, a health through nutrition program initiative of the non-profit organization, Global-to-Local, to include a food court in Phase 2 of Tukwila Village which will enable low-income, recent immigrant food service entrepreneurs an opportunity to learn how to start and grow their food services businesses, while also providing a unique variety of dining experiences that welcomes and attracts everyone. Phase 2 is now under construction and will include an additional 204 units of mixed-income senior living rental apartments, as well as several live/work units and additional retail space for small retail businesses.

We are proud of the several partnerships that we have formed and that provide the framework for the success of Tukwila Village and support the surrounding community. Thank you for your consideration of Tukwila Village for this honor.

Sincerely,

TUKWILA VILLAGE DEVELOPMENT ASSOCIATES, LLC,
By Pacific Northern Construction Company, Inc., Its Manager

A handwritten signature in blue ink, appearing to read "B. M. Park". The signature is fluid and cursive, with the first name "Bryan" and last name "Park" being the most legible parts.

Bryan Park
President



960 Newport Way NW
Issaquah, WA 98027
425.369.3200

Algona-Pacific
Auburn
Bellevue
Black Diamond
Bothell
Boulevard Park
Burien
Carnation
Covington
Des Moines
Duvall
Enumclaw
Fairwood
Fall City
Federal Way
Federal Way 320th
Greenbridge
Issaquah
Kenmore
Kent
Kent Panther Lake
Kingsgate
Kirkland
Lake Forest Park
Lake Hills
Library Connection @ Crossroads
Library Connection @ Southcenter
Library Express @ Redmond Ridge
Maple Valley
Mercer Island
Muckleshoot
Newcastle
Newport Way
North Bend
Redmond
Renton
Renton Highlands
Richmond Beach
Sammamish
Shoreline
Skykomish
Skyway
Snoqualmie
Tukwila
Valley View
Vashon
White Center
Woodinville
Woodmont

April 18, 2019

Valerie Smith
Growth Management Services
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525

RE: Governor's 2019 Smart Communities Award

Dear Ms. Smith,

I am pleased to nominate the Tukwila Village project for a Governor's 2019 Smart Communities Award in the category of Smart Partnerships.

The King County Library System (KCLS) expressed interest in partnering with the City of Tukwila soon after the City announced its vision for Tukwila Village over twenty years ago, and in 2010 we formalized a partnership with the City and the developer of the project. Although partnerships are not always easy, we were all invested in the effort and it led to tremendous results.

Today, Tukwila Village offers 193 affordable, senior apartments; a coffee shop, community meeting room, community kitchen, and outdoor plaza. Of course, it also includes the beautiful new Tukwila Library, which serves one of the lowest income areas in King County and one of the most diverse communities in the United States.

KCLS is proud to offer the residents of Tukwila a place where people of all ages, ethnicities, and backgrounds have equal access to information. In addition to the wide range of programs, services, and resources KCLS offers, we are excited to partner with the newly formed Tukwila Village Community Development Association to host larger community events, as well.

KCLS shares the City's vision for Tukwila Village as a welcoming place where residents can gather and learn, and we are pleased to have played a part in building a framework that will foster community engagement for generations to come.

Thank you for considering Tukwila Village for this honor.

Sincerely,

A handwritten signature in cursive script that reads "Lisa G. Rosenblum".

Lisa G. Rosenblum
Executive Director



Tukwila Village Community Development Association
14400 Tukwila International Boulevard
Tukwila, WA 98168

April 30, 2019

Ms. Valerie Smith
Growth Management Services
State of Washington
1011 Plum Street SE
P.O. Box 4525
Olympia, WA 98504-2525

RE: 2019 Governor's Smart Communities Awards – Smart Partnerships

Dear Ms. Smith:

On behalf of the Tukwila Village Community Development Association (TVCD), I am pleased to nominate the Tukwila Village Redevelopment project located at S. 144th Street and Tukwila International Boulevard in Tukwila, Washington for a 2019 Governor's Smart Communities Award in the category of Smart Partnerships.

TVCD is a Washington State non-profit corporation that was mutually formed in 2018 by the City of Tukwila and Tukwila Village Development Associates, LLC (the developer). Our mission is to improve the social welfare of the public in the City of Tukwila and the residents of Tukwila Village by promoting arts, economic development, education, health, and community building.

Although we are still a very new organization and are becoming more organized, we have already facilitated activities for the community such as a weekly food stand selling produce grown locally by recent immigrants, West African dance classes, storytelling, and art "hang outs" for high school students, just to name a few. As an example, we recently helped the King County Library System use Tukwila Village's community room and plaza for Dia, a children's event that celebrates multi-cultural literature. We were formed through a partnership and, as we grow, we will continue to rely upon a myriad of partnerships in fulfillment of our mission.

Thank you for your consideration of Tukwila Village for this honor. Please contact me at ry.woodhouse@gmail.com if you have any questions.

Sincerely,

R.Y. Woodhouse by OCS
Rosalind Woodhouse, Ph.D., CMP
President, Board of Directors



City of Tukwila

Washington

Ordinance No. 1939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, DECLARING THE CITY'S ACQUISITION OF CERTAIN PROPERTIES FOR THE PURPOSES OF URBAN RENEWAL AND THE TUKWILA VILLAGE PROJECT TO BE A PUBLIC NECESSITY; PROVIDING FOR CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND PROPERTY RIGHTS NECESSARY THEREFOR; PROVIDING FOR THE COSTS THEREOF; DIRECTING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR THE CONDEMNATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tukwila is a non-charter code city and municipal corporation of the State of Washington, operating and existing under and by virtue of the laws of the State of Washington, and, in particular, Title 35A of the Revised Code of Washington; and

WHEREAS, RCW 35A.64.200 and RCW 8.12.010 et. seq. authorize the City to acquire—by condemnation—property for, among other things, streets, avenues, alleys, highways, bridges, approaches, culverts, drains, ditches, public squares, public markets, city and town halls, jails and other public buildings; and

WHEREAS, the City has, by duly passed Ordinance No. 1898, designated a portion of the City as an Urban Renewal District, for the purposes of eliminating blight and for the purpose of redeveloping that area; and

WHEREAS, it is the City's vision to create a Tukwila Village within the Urban Renewal District, which shall include one or more City facilities; and

WHEREAS, the City has acquired property interests and has aggregated land for the purposes of redevelopment and the Tukwila Village project within the designated area; and

WHEREAS, the properties situated at 14412 and 14416 Tukwila International Boulevard are necessary components to the City's efforts in redeveloping the designated area and for the development of Tukwila Village;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The "Whereas" provisions above are adopted by this reference as the City's findings as if fully set forth herein.

Section 2. Public Necessity. The public necessity, as indicated above, requires the City's acquisition of property located within the Urban Renewal District, more particularly described in Exhibit "A", attached hereto and incorporated by reference herein, also known as the Yoshikawa Property, 14412 and 14416 Tukwila International Boulevard, Tukwila, Washington.

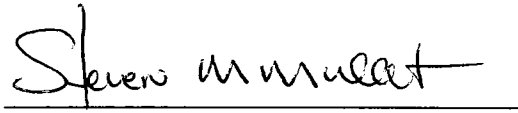
Section 3. Compensation and Fund Source. Compensation shall be made for the land taken and damaged. The costs and expenses for acquiring said property shall be paid for from the City's Facilities 302 Fund.


Section 4. Condemnation Proceedings Authorized. The City's attorney, Robert F. Noe and Kenyon Dornay Marshall, PLLC, are hereby authorized and directed to commence an action in Superior Court consistent with RCW 8.12.010 et. seq. to condemn and take the property described in Exhibit "A" for the public purpose of the Urban Renewal District and the Tukwila Village Project.

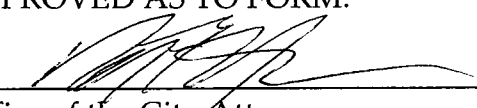
Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 6. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect five (5) days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this 6th day of November, 2000.


Steven M. Mullet, Mayor

ATTEST / AUTHENTICATED:

Jane E. Cantu, CMC, City Clerk

APPROVED AS TO FORM:
By 
Office of the City Attorney

FILED WITH THE CITY CLERK: 11-2-00
PASSED BY THE CITY COUNCIL: 11-6-00
PUBLISHED: 11-10-00
EFFECTIVE DATE: 11-15-00
ORDINANCE NO.: 1939

Exhibit "A"

Legal Description:

Block 2, Portions of Lots 13-14, Adams Home
Tracts, City of Tukwila, Washington

ORDINANCE #1939
City of Tukwila

CITY OF TUKWILA

SUMMARY OF ORDINANCE NO. 1939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, DECLARING THE CITY'S ACQUISITION OF CERTAIN PROPERTIES FOR THE PURPOSES OF URBAN RENEWAL AND THE TUKWILA VILLAGE PROJECT TO BE A PUBLIC NECESSITY; PROVIDING FOR CONDEMNATION, APPROPRIATION, TAKING AND DAMAGING OF LAND AND PROPERTY RIGHTS NECESSARY THEREFOR; PROVIDING FOR THE COSTS THEREOF; DIRECTING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR THE CONDEMNATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

On November 6, 2000, the City Council of the City of Tukwila passed Ordinance No. 1939, authorizing the acquisition of property located within the Urban Renewal District as a public necessity; providing compensation for the land taken and damaged; authorizing condemnation proceedings; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed without charge to anyone who submits a written request to the City Clerk of the City of Tukwila for a copy of the text.

APPROVED by the City Council at its meeting of 11/6/00.

Jane E. Cantu
Jane E. Cantu, CMC, City Clerk

Published Seattle Times: 11/10/00 jec
ma email - 11/6/00



City of Tukwila

Washington

Ordinance No. 2391

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS AUTHORIZED PURSUANT TO CHAPTER 18.86 OF THE TUKWILA MUNICIPAL CODE; APPROVING AND AUTHORIZING THE PROPOSED TUKWILA VILLAGE DEVELOPMENT AGREEMENT WITH TUKWILA VILLAGE DEVELOPMENT ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 36.70B.170, et seq. and Tukwila Municipal Code (TMC) Chapter 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

WHEREAS, the Tukwila Village development consists of approximately 164,000 square feet of land plus approximately 23,000 square feet of 41st Avenue right-of-way on the northeast corner of Tukwila International Boulevard plus approximately 90,000 square feet of land on the southeast corner of Tukwila International Boulevard, totaling approximately 6.4 acres; and

WHEREAS, Tukwila International Boulevard is part of the Pacific Highway Transportation Corridor shown as Figure 15 in the City's Comprehensive Plan and was identified as the highest priority for City action during the Vision Tukwila process; and

WHEREAS, Goal 8.2 of the City's Comprehensive Plan includes implementation strategies to make the Pacific Highway Transportation Corridor an attractive, safe and profitable place to live, do business, shop, and work including, among other things, making improvements to encourage pedestrian and transit travel; enhance the local commercial, residential and pedestrian character; develop a strategic and financial plan to facilitate public and private investment; and provide flexibility in the application of design standards in order to encourage pedestrian-oriented development; and

WHEREAS, Goal 8.2.22 of the City's Comprehensive Plan provides for the establishment of an overlay district in the designated urban renewal area, generally between South 140th, 42nd Avenue South, South 146th Street and 37th Avenue South, that may allow increased building heights, reduced residential parking requirements, and other alternative development standards, subject to specific criteria, in order to encourage well-designed, compact, transit-oriented and pedestrian-friendly redevelopment to activate the community along Tukwila International Boulevard; and

WHEREAS, in furtherance of the policies and goals of the City Comprehensive Plan and, in particular, Goal 8.2.22, the City Council enacted City Ordinance No. 2257, codified in Chapter 18.43 of the Tukwila Municipal Code, creating the Urban Renewal Overlay District and associated supplemental development standards and criteria; and

WHEREAS, the intent of the establishment of the Urban Renewal Overlay District was to activate the community along Tukwila International Boulevard by adopting supplemental development standards and criteria that encourage investment in the redevelopment of distressed areas in the vicinity of Tukwila International Boulevard with a compact, transit-oriented development pattern including neighborhood services and pedestrian-friendly commercial and residential improvements with high quality materials and design; and

WHEREAS, the adoption of supplemental development standards and criteria providing for taller building heights and reduced parking requirements was intended to make urban densities and amenities more likely, while the impact upon residential areas resulting therefrom would be lessened by requiring development along Tukwila International Boulevard, more significant structured parking and pedestrian-friendly amenities; and

WHEREAS, to encourage redevelopment within the Pacific Highway Transportation Corridor, the City began assembling property within the Urban Renewal Overlay District for future development through a public/private partnership; and

WHEREAS, the assembled property now comprises "Tukwila Village" and the Tukwila Village development; and

WHEREAS, in 2007 the Tukwila City Council adopted the following vision statement for Tukwila Village:

Tukwila Village will be a welcoming place where all residents can gather and connect with each other. This mixed-use development will draw upon Tukwila's strengths and include a library, a neighborhood police resource center, retail, restaurants, public meeting space, and an outdoor plaza. The Village may also include office, live/work, and residential space. This active, vibrant place will set high standards for quality and foster additional neighborhood revitalization and civic pride.

; and

WHEREAS, on March 30, 2011, the City issued a request for qualifications for a proposal to develop the Tukwila Village property and on June 6, 2011 the City Council selected Tukwila Village Development Associates, LLC, ("Developer") as the most qualified among the applicants to develop the Tukwila Village property; and

WHEREAS, on October 22, 2012, the City Council authorized the Mayor to execute a disposition and development agreement (the "DDA") with Developer, which agreement was fully executed by and between the parties on the 30th day of October, 2012 and grants to Developer the right to control and redevelop the property described therein subject to the terms and conditions of the DDA and in a manner consistent with the goals and policies of the Comprehensive Plan; and

WHEREAS, the DDA contemplates at Section 2.7 that the parties will, pursuant to the applicable provisions of state law and City code, enter into a development agreement to set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the Tukwila Village property for the duration specified in such development agreement; and

WHEREAS, the DDA further contemplates at Section 2.7 that certain development standards will be implemented pursuant to the development agreement in order to facilitate redevelopment of the Tukwila Village property; and

WHEREAS, pursuant to Ordinance No. 2378 (codified in TMC Chapter 18.86) the City Council enacted standards and procedures for approval of development agreements authorized pursuant to RCW 36.70B.170, et seq.; and

WHEREAS, TMC Section 18.86.030 provides that a development agreement may allow development standards different from those otherwise imposed under the Tukwila Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards; and

WHEREAS, TMC Section 18.86.030 further provides that any approved development standards that differ from those in the City code shall not require any further zoning reclassification, variance from City standards or other City approval apart from development agreement approval, and that development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered site in lieu of any conflicting or different standards or requirements elsewhere in the Tukwila Municipal Code; and

WHEREAS, in furtherance of Section 2.7 of the DDA, Developer made application to the City for approval of a development agreement; and

WHEREAS, as required pursuant to TMC Section 18.86.050, a public hearing was conducted on the 3rd day of December 2012 to take public testimony regarding the proposed development agreement; and

WHEREAS, the City Council, having considered the public testimony, the staff report, the DDA, and all other documents and records material hereto, finds and concludes that the proposed development agreement is consistent with the City's Comprehensive Plan and the Tukwila Village vision statement, will promote the goals and objectives of the Comprehensive Plan to revitalize the area in and around Tukwila Village, the conditions for approval as set forth at TMC Section 18.86.060 have been met, and the development standards set forth herein that differ from those otherwise imposed under the Tukwila Municipal Code are necessary and reasonable in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards; and

WHEREAS, the City Council finds that it is in the public interest to approve the proposed Tukwila Village Development Agreement in substantially the form and content as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to TMC Section 18.86.080, the decision of the City Council to approve or reject Developer's request for a development agreement is a discretionary, legislative act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference as though fully set forth herein and are adopted as findings of fact and conclusions of the City Council.

Section 2. Approval of Tukwila Village Development Agreement. Pursuant to RCW 36.70B.170, et seq. and TMC Chapter 18.86, the proposed Tukwila Village development agreement attached hereto as Exhibit "A" is hereby approved and shall govern development of the property for the term as set forth therein.

Section 3. Execution. The Mayor is hereby authorized on behalf of the City to execute the proposed development agreement in substantially the form and content of the proposed development agreement attached hereto as Exhibit "A".

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 6. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special Meeting thereof this 10TH day of December, 2012.

ATTEST/AUTHENTICATED:

Christy O'Flaherty
Christy O'Flaherty, MMC, City Clerk

Jim Haggerton
Jim Haggerton, Mayor

APPROVED AS TO FORM BY:

Rachel B...
for Shelley M. Kerslake, City Attorney

Filed with the City Clerk: 12-5-12
Passed by the City Council: 12-10-12
Published: 12-13-12
Effective Date: 12-18-12
Ordinance Number: 2391

Exhibit A – Development Agreement

**DEVELOPMENT AGREEMENT
FOR THE
TUKWILA VILLAGE DEVELOPMENT PROJECT**

THIS DEVELOPMENT AGREEMENT (this “**Development Agreement**”) is entered into as of the 21st day of December, 2012 by and between the City of Tukwila, a municipal corporation operating under the laws of the State of Washington as a non-charter code city (the “**City**”), and Tukwila Village Development Associates, LLC, a Washington limited liability company (the “**Developer**”), pursuant to the authority of RCW 36.70B.170, et seq. and Chapter 18.86 of the Tukwila Municipal Code, and in consideration of the mutual benefits to be derived. The City and Developer are sometimes collectively referred to in this Development Agreement as the “Parties,” and individually as a “Party.” The Parties have entered into this Development Agreement with reference to the following facts:

I. RECITALS

WHEREAS, RCW 36.70B.170, et seq. and TMC Ch. 18.86 authorize development agreements between the City and persons having ownership or control of real property in order to establish development standards to govern and vest the development, use and mitigation of real properties; and

WHEREAS, Tukwila Village Development consists of approximately 164,000 square feet of land plus approximately 23,000 square feet of 41st Avenue right of way on the northeast corner of Tukwila International Boulevard plus approximately 90,000 square feet of land on the southeast corner of Tukwila International Boulevard, totaling approximately 6.4 acres; and

WHEREAS, Tukwila International Boulevard is part of the Pacific Highway Transportation Corridor shown as Figure 15 in the City’s Comprehensive Plan and was identified as the highest priority for City action during the Vision Tukwila Process; and

WHEREAS, Goal 8.2 of the City’s Comprehensive Plan includes implementation strategies to make the Pacific Highway Transportation Corridor an attractive, safe and profitable place to live, do business, shop, and work, including, among other things, making improvements to encourage pedestrian and transit travel, enhance the local commercial, residential and pedestrian character, develop strategic and financial plans to facilitate public and private investment, provide flexibility in the application of design standards in order to encourage pedestrian-oriented development; and

WHEREAS, Goal 8.2.22 of the City’s Comprehensive Plan provides for the establishment of an overlay district in the designated urban renewal area, generally between South 140th, 42nd Avenue South, South 146th Street and 37th Avenue South, that may allow increased building heights, reduced residential parking requirements, and other alternative development standards, subject to specific criteria, in order to encourage well designed, compact, transit-oriented and pedestrian-friendly redevelopment to activate the community along Tukwila International Boulevard; and

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WHEREAS, in furtherance of the policies and goals of the City Comprehensive Plan, and in particular, Goal 8.2.22, the City Council enacted City Ordinance No. 2257, codified at Chapter 18.43 of the Tukwila Municipal Code, creating the Urban Renewal Overlay District and associated supplemental development standards and criteria; and

WHEREAS, the intent of the establishment of the Urban Renewal Overlay District was to activate the community along Tukwila International Boulevard by adopting supplemental development standards and criteria that encourage investment in the redevelopment of distressed areas in the vicinity of Tukwila International Boulevard with a compact, transit-oriented development pattern including neighborhood services and pedestrian-friendly commercial and residential improvements with high quality materials and design; and

WHEREAS, the adoption of supplemental development standards and criteria providing for taller building heights and reduced parking requirements was intended to make urban densities and amenities more likely while the impact upon residential areas resulting therefrom would be lessened by requiring development along Tukwila International Boulevard, more significant structured parking and pedestrian-friendly amenities; and

WHEREAS, to encourage redevelopment within the Pacific Highway Transportation Corridor, the City began assembling property within the Urban Renewal Overlay District for future development through a public/private partnership; and

WHEREAS, the assembled property now comprises “Tukwila Village” and the Tukwila Village Development; and

WHEREAS, in 2007 the Tukwila City Council adopted the following vision statement for Tukwila Village:

Tukwila Village will be a welcoming place where all residents can gather and connect with each other. This mixed-use development will draw upon Tukwila’s strengths and include a library, a neighborhood police resource center, retail, restaurants, public meeting space, and an outdoor plaza. The Village may also include office, live/work, and residential space. This active, vibrant place will set high standards for quality and foster additional neighborhood revitalization and civic pride.

WHEREAS, on March 30, 2011, the City issued a request for qualifications for a proposal to develop the Tukwila Village property and on June 6, 2011 the City Council selected Developer as the most qualified among the applicants to develop the Tukwila Village property; and

WHEREAS, on October 22, 2012 the City Council authorized the Mayor to execute a disposition and development agreement with Developer, which agreement was fully executed by and between the Parties on the 30th day of October, 2012 (the “**Disposition and Development**

Agreement” or “DDA”) and grants to Developer the right to control and redevelop the property described therein subject to the terms and conditions of the DDA and in a manner consistent with the goals and policies of the comprehensive plan; and

WHEREAS, the DDA contemplates at Section 2.7 that the Parties will, pursuant to the applicable provisions of state law and city code, enter into a Development Agreement to set forth 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 such Development Agreement; and

WHEREAS, the DDA further contemplates at Section 2.7 that certain development standards will be implemented pursuant to the Development Agreement in order to facilitate redevelopment of the Tukwila Village property; and

WHEREAS, pursuant to Ordinance No. 2378 (codified at TMC Ch. 18.86) the City Council adopted standards and procedures for approval of development agreements authorized pursuant to RCW 36.70B.170, et seq.; and

WHEREAS, TMC 18.86.030 provides that a development agreement may allow development standards different from those otherwise imposed under the Tukwila Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications which provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards; and

WHEREAS, TMC 18.86.030 further provides that, any approved development standards that differ from those in the City Code shall not require any further zoning reclassification, variance from City standards or other City approval apart from development agreement approval, and that development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered site in lieu of any conflicting or different standards or requirements elsewhere in the Tukwila Municipal Code; and

WHEREAS, in furtherance of Section 2.7 of the DDA, Developer has made application to the City for approval of a development agreement; and

WHEREAS, as required pursuant to TMC 18.86.050, a public hearing was conducted on the 3rd day of December, 2012 to take public testimony regarding this Development Agreement, as proposed; and

WHEREAS, the City Council, pursuant to City Ordinance No. 2391 approved this Development Agreement as proposed and authorized execution of this Development Agreement; and

WHEREAS, pursuant to TMC 18.86.080, the decision of the City Council to approve or reject Developer’s request for a development agreement is a discretionary, legislative act; and

WHEREAS, the Parties desire to enter into this Development Agreement upon the terms and conditions as set forth herein,

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the City and Developer hereby agree as follows:

II. AGREEMENT

Section 1. Incorporation of Recitals. The Parties agree that the foregoing recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.

Section 2. Definitions. In addition to the terms defined elsewhere in this Development Agreement, except as otherwise provided herein, the following terms where capitalized in this Development Agreement shall have the same definition as given to that term in the Disposition and Development Agreement:

“Affiliate”;
“Approved Site Plan”;
“Boundary Line Adjustment” or “BLA”;
“Business Day”;
“City Council”;
“Commons”;
“Developer”;
“Development Parcel”;
“Development Phase”;
“Development Impact Fees”;
“Estoppel Certificate of Completion”;
“Improvements”;
“Laws”;
“Library Parcel”;
“Mayor”;
“Person”;
“Phased Development Plan”;
“Plaza”;
“Plaza Parcel”;
“Preliminary Site Plan”;
“Proposed Site Plan”; and
“Site”.

In addition to the foregoing defined terms, the following terms where capitalized in this Development Agreement shall have the meaning given as follows:

“Effective Date” shall mean the later of the following dates: (a) the date herein set forth above, or (b) twenty-one (21) days following approval of this Development Agreement pursuant to Ordinance No. ~~2391~~.

“Governing Regulations” shall mean and refer to that term as defined at Section 5 herein.

“Project” shall mean and refer to the development and redevelopment of the Property in conformance with the terms and conditions of the DDA and this Development Agreement. Project shall not refer to or include development of the Library Parcel, unless pursuant to the terms and conditions of the DDA, the Library Parcel comes under the control of Developer.

“Property” shall mean and include, collectively, those lots and parcels legally described and shown in the attached **Exhibit “A”** (Legal Description) and as generally depicted in **Exhibit “B”** (Depiction of the Property), and shall mean and include such lots and parcels as altered or combined pursuant to a Boundary Line Adjustment. The Parties agree that upon approval of a boundary line adjustment of any lot or parcel that comprise any part of the Property, Exhibits “A” and “B” will be amended by inserting and substituting therein for the affected lots or parcels, the legal description and depiction of the newly created lots or parcels. The term “Property” shall not include the Library Parcel unless and until the Library Parcel is released by the City to Developer pursuant to Section 2.9(B) of the DDA.

“Vesting Period” shall have the meaning given pursuant to Section 4 hereof.

Section 3. Project Description. This Project is commonly known and referred to as “Tukwila Village” and involves the phased redevelopment of the Property consisting of approximately 164,000 square feet of land plus approximately 23,000 square feet of 41st Avenue right of way on the northeast corner of Tukwila International Boulevard plus approximately 90,000 square feet of land on the southeast corner of Tukwila International Boulevard, totaling approximately 6.4 acres. The Property is located within the Neighborhood Commercial Center and the High Density Residential Districts and is also within the Urban Renewal Overlay District and is subject to development pursuant to the terms and conditions of the DDA. Development of the Property will consist generally of the following minimum uses and elements with the corresponding minimum areas or dwelling units, with at least seventy-five percent (75%) of the housing units being age-restricted (senior housing) as defined under the applicable federal fair-housing laws, together with other uses that are allowed under the City’s zoning code:

3.1 Uses and Sizes:

3.1.1	Office Space	20,000 square feet
3.1.2	Police Resource Center	2,000 square feet
3.1.3	Retail	11,000 square feet
3.1.4	Indoor Community Commons	2,000 square feet
3.1.5	Outdoor Community Plaza	20,000 square feet
3.1.6	Housing Units	380 units

Section 4. Statement of Authority and Intent. This Development Agreement is entered into pursuant to the authorization of RCW 36.70B.170 and TMC 18.86 and is intended and designed to vest this Project under current Governing Regulations, subject to Section 6 herein (Development Standards; Conditions), for the Vesting Period. The Vesting Period shall commence upon the Effective Date and shall end upon the earlier of (a) expiration of design review approval of the Approved Site Plan as provided pursuant to TMC 18.60.070(E), or (b) upon termination of the Development Agreement as provided at Section 16 hereof.

As of the Effective Date, the provisions of this Development Agreement, and the Governing Regulations, subject to the provisions of Section 6 (Development Standards), shall apply to and govern and vest the review and approval, including associated State Environmental Policy Act (SEPA) review, of the Project. Vesting is limited to the specific topics and subjects referenced in this Development Agreement. Any development requirement of the City not specifically referenced herein shall apply based on the date of vesting as determined in accordance with City ordinances and state law. During the Vesting Period and subject to Section 16 (Termination), the City shall not impose any modification of or new or additional Governing Regulations on the Project. To the extent that neither this Development Agreement nor the Governing Regulations address a certain subject, element or condition of the Project, then the Project shall be governed by the City's then-existing code.

Section 5. Governing Regulations. The term "Governing Regulations" shall have the following meaning:

5.1 Scope. Except as otherwise provided at subsection 5.2 and 5.3 herein, "Governing Regulations" shall mean and refer to the ordinances adopted by the City Council of Tukwila, and in effect on the Effective Date, that govern the permitted uses of land, the density and intensity of use, and the design standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Tukwila International Boulevard Design Manual, the Multi-Family Design Manual, the Parking Structure Design Manual, the Statement of Purpose and Design for the Commons, the Statement of Purpose and Design for the Plaza, the Public Works Standards, mitigation imposed or agreed to as part of SEPA review, concurrency ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, standards and procedures for boundary line adjustments, storm and surface water regulations. The term Governing Regulations does not include non-land use regulations, including by way of example and not limitation, taxes and impact fees. Except as provided herein at subsections 5.2 and 5.3, development of the Property during the Vesting Period shall not be subject to any amendments to the Governing Regulations.

5.2 Police Power/Pre-emption. The Project shall not be vested against the application of development standards that are imposed by virtue of state or federal pre-emption of the City's regulatory or contractual authority. For example, in the event that a court of jurisdiction issues a final decision that the standards and requirements set forth in a National Pollution Discharge Elimination System ("NPDES") permit are not subject to vesting provisions under state or local law, the applicable provisions of such NPDES permit shall control. As provided by RCW 36.70B.170(4), the proposed development shall not vest against new development regulations to

the extent the new regulations are required to prevent or mitigate a serious threat to public health and safety.

5.3 Codes. The Codes and Standards set forth at TMC Title 16 (Buildings and Construction), in effect as of the date of the filing of a complete application for a building permit shall apply to all new development and the redevelopment or modification of existing development on the Property under such permit; provided that, no amendment to any such code or standard effective after the date of filing of a complete application for a building permit, shall apply to the Project unless it is necessary to prevent or mitigate a serious threat to public health and safety or has general application city-wide.

Section 6. Development Standards; Conditions.

6.1 Application of Urban Renewal Overlay District. This Project is located within the Urban Renewal Overlay District and is subject to the supplemental development standards set forth therein and the development standards in the underlying zoning regulations, except as modified pursuant to this Section 6.

6.2 Application of Development Standards. RCW 36.70B.180(3)(d) and TMC 18.86.030 authorize the establishment of design standards by a development agreement. More specifically, TMC 18.86.030 provides that, a development agreement may allow development standards different from those otherwise imposed under the Tukwila Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications that provide the functional equivalent or adequately achieve the purposes of otherwise applicable City standards. Pursuant thereto and during the Vesting Period, the provisions of this Section 6 set forth the development standards that differ from or supplement those standards set forth in the Governing Regulations. Accordingly, the following development standards shall apply to and govern and vest the development, use, and mitigation of the Project Improvements in lieu of any conflicting or different standards or requirements elsewhere in the Governing Regulations.

6.3 Design Review Procedures – Proposed Site Plan. The Project shall be subject to design review approval by the Board of Architectural Review (“BAR”) pursuant to TMC Ch. 18.60 (“**Design Review**”). The Proposed Site Plan submitted for Design Review approval with the application shall conform to and identify as to each proposed Development Parcel, the information required pursuant to TMC Ch. 18.60 and the following elements:

6.3.1 Lines marking the boundaries of the existing lots(s) or parcel(s), provided that any existing lot boundary to be eliminated or altered should be a dashed line and so noted.

6.3.2 Locations of existing and proposed public or private roads and easements, including private access easements.

6.3.3 Location of proposed new property lines and numbering of each lot or parcel.

6.3.4 Location, dimension and purpose of existing and proposed easements and encumbrances, including but not limited to parking easements.

6.3.5 Location of any proposed dedications.

6.3.6 Description, location and size of existing and proposed utilities, storm drainage facilities and roads to serve the Property.

6.3.7 Expected location and setbacks of proposed new buildings, parking areas and driveways.

The Proposed Site Plan, if approved through the City's Design Review process, will become the "Approved Site Plan"; provided that, the Proposed Site Plan may be modified by Developer during Design Review in response to issues raised by the BAR. Upon approval pursuant to TMC Ch. 18.60, development of the Property shall conform to the Approved Site Plan, any conditions attached thereto, and any approved amendments thereto. Major and Minor amendments to the Approved Site Plan shall be approved in accordance with the provisions of Section 6.6 hereof (Major and Minor Amendments – Site Plan Approval).

6.4. Design Review Procedures - Application Submittal and Approval. Each application submitted to the City for Design Review for a proposed Development Parcel in accordance with the requirements of TMC Ch. 18.60, shall include the information required pursuant to TMC Ch. 18.60 and the following elements:

6.4.1 Conceptual floor plans, floor areas and detailed elevations of proposed new buildings and other structures.

6.4.2 Landscaping plan.

6.4.3 A table of uses, floor areas and housing units consistent with Section 3 (Project Description).

6.4.4 Identification of facilities in conformance with Section 2.11 (Restaurant/Retail Space Covenant) of the DDA.

6.4.5 Identification of facilities in conformance with Section 2.12 (Police Resource Center) of the DDA.

6.5 Design Review Standards and Review Criteria. The design standards and review criteria applicable to the Property shall, in addition to the relevant criteria set forth at TMC 18.60.050(D) and the Governing Regulations, include criteria consistent with the following:

6.5.1 Vision Statement. The City's Vision Statement for Tukwila Village as referenced in this Development Agreement.

6.5.2 Focal Point Design. The Preliminary Site Plan represents the relationship of proposed new buildings to the Plaza and the neighborhood and, as such, focal points, such as prominent building corners, must have a defined architectural expression and visual interest. By way of example and not limitation, such defined architectural expression and visual interest may include a rounded or chamfered wall, a tower, transparency, or architectural lighting at night.

6.5.3 Buildings Along Eastern Boundary. If any portion of buildings B or E as shown on the Preliminary and Proposed Site Plan is proposed to be located within 30 feet of an adjacent property that is zoned LDR, MDR, or HDR, the BAR may require and allow portions of the building to have greater or lesser setbacks and/or lower height limits than allowed under the Governing Regulations, provided that the average setbacks and/or height limits allowed shall be

consistent with the Governing Regulations. The BAR may encourage modulation of building facades and/or height modulation of buildings B or E as shown on the Preliminary and Proposed Site Plan in order to reduce the visual impact on adjacent properties, but such modulation shall not be mandated solely to reduce density that is otherwise allowable under the Governing Regulations.

6.5.4 Minimum Interior Height. Non-residential uses at street level shall have a floor-to-floor height of at least fifteen (15) feet. This height shall be as measured from the primary entry of the tenant space(s) intended to occupy the street level.

6.5.5 Landscaping Standards. The landscaping standards and requirements under the Governing Regulations standards shall apply to the Property; provided that, the specific Landscaping standards and requirements set forth in the “Statement of Purpose and Design” for the Plaza and the Commons, as approved pursuant to the DDA, are adopted as design standards for purposes of Design Review and shall be reflected in the Design Review submittals for the Plaza Parcel.

6.5.6 Integrated Site. The Development Parcels within each Development Phase may contain multiple lots, tracts or parcels that will function as a single site. Accordingly, each Development Phase shall be considered as a single integrated site, as if there were no interior lot lines, for purposes of determining compliance with the dimensional requirements and set-back requirements applicable to each such Development Phase. Further, if the BAR determines that two or more Development Phases will function as a single integrated site, such Development Phases shall together be considered as a single integrated site, as if there were no interior lot lines, for purposes of determining compliance with Governing Regulations such as building set-backs, recreation space, parking, and landscape requirements.

6.6 Major and Minor Amendments – Approved Site Plan. All proposed amendments to the Approved Site Plan shall be considered pursuant to the provisions of TMC Ch. 18.60.

6.7 Additional Building Height. The Specific Urban Renewal Overlay Development Standards and Criteria (TMC 18.43.070) includes supplemental development standards that allow building heights up to 65 feet. The maximum building heights for buildings fronting along Tukwila International Boulevard, represented by buildings A and D as shown on the Preliminary Site Plan, shall be increased by five (5) feet to seventy (70) feet. This increase in building height is consistent with goals of the Comprehensive Plan to encourage development within the Urban Renewal Overlay District while minimizing impact to residential development by limiting the increase in height to development adjacent to the transportation corridor.

6.8 Land Use Permit Process. The Project will be implemented in phases by a series of land use permit applications. Each land use permit application shall be consistent with the requirements of this Development Agreement.

6.9 Additional Conditions of Approval. The following additional conditions of approval are established pursuant to TMC 18.86.060.

6.9.1 Phasing of Development. The Parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. Accordingly, Developer shall have the right to develop the Property in multiple Development Phases to facilitate financing and ownership, to aid in the timing of and sequencing of construction, and to attain flexibility to adjust to market demand and other factors. In furtherance thereof, the Development Phases and the expected build-out period for each Development Phase shall be set forth in the Phased Development Plan. Development of the Property shall conform to the Phased Development Plan and shall be completed within five (5) years of the Effective Date. Developer shall develop the Plaza Parcel contemporaneously with, and as part of, the development of the first Development Phase.

The Development Parcels that are associated with each Development Phase, including the Plaza Parcel, may be owned, operated and managed separately, although initially developed under the control of Developer or an Affiliate.

6.9.2 Additional Approvals. The City shall have the right to require easements, dedications and/or covenants for public purposes such as water, sanitary sewer and storm water facilities for each Development Phase. Any roads to be dedicated as public right of way shall conform to City design standards consistent with the Governing Regulations. Except as may be otherwise provided herein, all water, sanitary sewer and storm water facilities shall conform to design standards consistent with the Governing Regulations.

Section 7. SEPA Conditions of Approval. The Parties agree that, as of the Effective Date, the City has not initiated review of the Project pursuant to the State Environmental Policy Act ("SEPA") or the implementing provisions of TMC Title 21, and that SEPA applies to land use and development approvals that will be issued during the Vesting Period. The City shall not exercise its substantive SEPA authority to impose conditions on land use approvals for this Project issued during the Vesting Period in a manner that is inconsistent with the Governing Regulations.

Section 8. Concurrency. The Parties agree that, as of the Effective Date, the City has not determined if the Project meets the concurrency requirements of TMC Ch. 9.48 and TMC Ch. 21.04 and that the provisions thereof apply to land use and development approvals that will be issued during the Vesting Period. The City shall not, during the Vesting Period, exercise its authority to determine if the Project meets the City's standards for transportation, water, sewer, and storm water concurrency approval and mitigate significant adverse impacts, in a manner that is inconsistent with the Governing Regulations.

Section 9. Impact Fees. This Project shall be subject to assessment and collection of, transportation impact fees pursuant to TMC Ch. 9.48, fire impact fees pursuant to TMC Ch. 16.26, and Parks Impact Fees pursuant to TMC Ch. 16.28.

Section 10. Street Vacation. 41st Avenue is a public right of way that encumbers the Property. The City and Developer acknowledge and agree that Developer's obligations are

contingent upon Final City Council Approval of vacation of that portion of 41st Avenue encumbering the Property.

Section 11. Major and Minor Amendments - Development Agreement. All proposed amendments to the Development Agreement shall be considered in accordance with this Section 11.

11.1 Process. The Mayor may approve Minor Amendments to the Development Agreement proposed by the City or Developer and mutually agreed to by the Parties. Such approval shall be in writing and the resulting amendment shall be incorporated into this Development Agreement as an amendment pursuant to Section 21 hereof. The City Council may approve Major Amendments to the Development Agreement in accordance with the same process for approval of the Development Agreement. A Major Amendment to the Development Agreement approved by the City Council, and mutually agreed to by the Parties, shall be incorporated into this Development Agreement as an amendment pursuant to Section 21 hereof.

11.2 Minor Amendment Defined. A proposed amendment to the Development Agreement shall be considered a minor amendment if the proposed amendment does not modify the Governing Regulations or Section 6 (Development Standards; Conditions) hereof, does not materially modify the size or scope of the Project, and does not modify the Vesting Period or term of this Development Agreement.

11.3 Major Amendment Defined. A proposed amendment to the Development Agreement shall be considered a Major Amendment if the proposed amendment does not constitute a Minor Amendment.

11.4 Determination. An application for a Minor Amendment shall be made to the Mayor. The application shall describe the proposed Minor Amendment in sufficient detail such that the Mayor can determine whether or not the proposal qualifies as a Minor Amendment. If the application does not provide sufficient information, the Mayor may request additional information from the Developer or reject the application. Upon receipt of sufficient information to determine if the proposal set forth in the application constitutes a Minor Amendment, the Mayor shall determine if the proposal constitutes a Minor Amendment. In the event that the Mayor determines that the proposed amendment is a Minor Amendment, the Minor Amendment may be administratively approved by the Mayor. In the event that the Mayor determines that the proposal constitutes a Major Amendment, the Developer shall submit the proposal in accordance with the same process for approval of a Development Agreement, withdraw its proposed amendment, or modify and re-submit its proposed amendment. The determination of the Mayor shall be a final decision.

Section 12. Further Discretionary Actions. Developer acknowledges that the Governing Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA. Nothing in this Development Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the

City and any of its officers or officials in complying with or applying Governing Regulations and the development standards and conditions set forth in Section 6 hereof.

Section 13. Existing Land Use Fees and Impact Fees. Generally applicable land use fees and impact fees adopted by the City by resolution or ordinance as of the Effective Date of this Development Agreement may be increased by the City from time to time, and the new fees applied to subsequent permits and approvals for the Property.

Section 14. Dispute Resolution Process.

14.1 The parties agree to use their best efforts to resolve disputes arising out of or related to this Development Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

14.1.1 Level One - Developer's principal or designee and the City's Community Development Director or Public Works Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

14.1.2 Level Two - Developer's principal and the City Administrator or Mayor shall meet to discuss and attempt to resolve the dispute in a timely manner.

14.2 Except as otherwise specified in this Development Agreement, in the event the dispute is not resolved at Level Two within fourteen (14) calendar days after referral of that dispute to Level Two, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the parties shall continue to perform under this Development Agreement in the same manner and under the same terms as existed prior to the dispute.

14.3 In the event that the Parties choose to resolve a dispute through binding arbitration, the parties agree to the following procedure:

14.3.1 Binding arbitration between the parties pursuant to this Section shall be governed by the rules and procedures set forth in this Section.

14.3.2 If the parties to the dispute are unable to agree upon a single arbitrator within fourteen (14) calendar days of failure to resolve the dispute at the end of the Level Two process, then a board of three arbitrators shall be appointed by the American Arbitration Association ("AAA") in compliance with the Rule of Appointment of Neutral Arbitrator. Any arbitrator appointed by AAA under this subsection shall possess knowledge of the particular matters at issue in the arbitration.

14.3.3 Upon selection of the arbitrator(s), said arbitrator(s) shall determine the question(s) raised within fourteen (14) calendar days, unless a different period of time is otherwise agreed upon by the parties in writing. Said arbitrator(s) shall then give both parties reasonable notice of the time (which time shall be within thirty (30) calendar days of the

Arbitrator(s)' determination of the questions raised, unless a different period of time is otherwise agreed upon by the parties), and place of hearing evidence and argument; take such evidence as the arbitrator(s) deems relevant, with witnesses required to be sworn; and hear arguments of counsel or others.

14.3.4 After consideration of all evidence, testimony and arguments, said single arbitrator or said board of arbitrators or a majority thereof shall, within thirty (30) days of completion of the hearing, promptly state such decision or award in writing. Said decision or award shall be final, binding, and conclusive on all parties to the arbitration when delivered to them. Until the arbitrator(s) issue(s) the first decision or award upon any question submitted for the arbitration, performance under the Development Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

14.3.5 Developer and the City shall share equally the compensation, costs, and expenses of the arbitrators, but each shall be responsible for their own fees and expenses of its own witnesses, exhibits, and counsel.

14.3.6 The arbitrator(s) shall have the authority to enter awards of equitable remedies consistent with the obligations of the City and Developer under this Development Agreement.

14.3.7 The arbitrator(s) shall not have the authority to enter any award, the satisfaction of which by the party to be bound, would be impermissible under any law, regulation, or funding agreement to which the bound party is subject. The determination of any such impermissibility shall be made by a court of competent jurisdiction within the State of Washington and under the laws of the State of Washington. Any such determination shall be appealable.

Section 15. Default and Remedies.

15.1 Cures Taking More Than Thirty Days. No Party shall be in default under this Development Agreement unless it has failed to perform as required under this Development Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

15.2 Rights of Non-Defaulting Party. A party not in default under this Development Agreement shall have all rights and remedies provided by law or equity, including without limitation damages, specific performance, or writs to compel performance or require action consistent with this Development Agreement.

15.3 Attorneys' Fees. In any action to enforce or determine a Party's rights under this Development Agreement, the prevailing party shall be entitled to attorney's fees and costs as provided under Washington law.

15.4 Termination of Developer's Rights; Effect. The Parties acknowledge that the Developer's right to take ownership of and develop the Property, in whole and in part, is subject to the terms and conditions of the DDA. In the event that Developer's right to develop the Property is terminated pursuant to the DDA prior to commencement of development of the Property, the rights, duties and obligations of the Developer and City under this Development Agreement shall terminate contemporaneously therewith. In the event that the Developer's right to develop a Development Parcel or Development Parcels comprising a Development Phase is terminated pursuant to the DDA, the rights, duties and obligations of the Developer and the City under this Development Agreement shall terminate contemporaneously therewith as to those Development Parcels comprising such Development Phase if such termination can be narrowly tailored as provided in Section 15.5 hereof.

15.5 Relief Against Defaulting Party or Portion of Property. In recognition of the anticipated transfers by Developer of Development Parcels to third parties, remedies under this Development Agreement shall be tailored to the Development Parcels or Parties as provided below.

15.5.1 Relief Limited to Affected Parcel. Any claimed default shall relate as specifically as possible to the Development Parcel of the Property involved, and any remedy against any party shall be limited to the extent possible to the owners of such Development Parcel of the Property.

15.5.2 Relief Limited to Affected Owner. To the extent possible, the City shall seek only those remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property under this Development Agreement, and shall seek to utilize the severability provisions set forth in this Development Agreement.

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

Section 16. Termination. This Development Agreement shall expire and/or terminate on the earlier of the termination/expiration provisions set forth as follows:

16.1 This Development Agreement shall expire as to each Development Phase, and be of no further force and effect, if the development contemplated in this Development Agreement for such Development Phase, and all of the permits and/or approvals issued by the City for such development, are not substantially underway in conformance with the Phased Development Plan. Nothing in this Development Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

16.2 This Development Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Development Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

16.3 This Development Agreement shall terminate upon the expiration of the Vesting Period identified in Section 4 hereof.

16.4 This Development Agreement shall terminate as to each Development Phase, when the Development Parcels comprising the Development Phase have been fully developed as evidenced by the City's issuance of an Estoppel Certificate of Completion pursuant to the DDA.

Upon termination of this Development Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated.

Section 17. Effect Upon Termination on Developer Obligations. Termination of this Development Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination of this Development Agreement or obligations to pay assessments, liens, fees or taxes.

Section 18. Effects Upon Termination on City. Upon any termination of this Development Agreement as to the Developer of the Property, or any portion thereof, the entitlements, conditions of development and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 19. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Development Agreement with all its rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least thirty (30) days in advance of such action.

Section 20. Covenants Running With the Land; Recording.

20.1 The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties. The Developer, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform

all of the duties and obligations of a Developer contained in this Development Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.

20.2 A Memorandum of Development Agreement in substantially the Form of the “Memorandum of Development Agreement” attached hereto as Exhibit “C” shall be recorded against the Property such that the terms and conditions of this Development Agreement shall operate as a covenant running with each Development Parcel and shall be binding on Developer and Owners, their heirs, successors and assigns until this Development Agreement expires or is terminated as to such Development Parcel.

Section 21. Amendment to Agreement; Effect of Agreement on Future Actions. This Development Agreement may be amended by mutual consent of all of the Parties, provided that any such amendment shall follow the process established for Major and Minor Amendments as set forth at Section 6.6 and Section 11 hereof.

Section 22. Releases. Developer, and any subsequent Owner, may be released from further obligations relating to the sold, assigned, or transferred portion of the Property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Development Agreement as provided herein.

Section 23. No Third-Party Beneficiary. This Development Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Development Agreement.

Section 24. Interpretation. The Parties intend this Development Agreement to be interpreted to the full extent authorized by law as an exercise of the City’s authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Development Agreement shall be construed to exclude from the scope of this Development Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. This Development Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Development Agreement.

Section 25. Notice. All communications, notices, and demands of any kind that a Party under this Development Agreement requires or desires to give to any other Party shall be in writing and either (i) delivered personally, (ii) sent by facsimile transmission with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City of Tukwila
6300 Southcenter Boulevard
Tukwila, Washington 98188
Attn: Mayor's Office

With a copy to:

City Attorney
City of Tukwila
Kenyon Disend, PLLC
11 Front Street South
Issaquah, Washington 98027-3820
General: 425-392-7090
Fax: 425-392-7071

If to Developer:

Tukwila Village Development Associates, LLC
Attn: Bryan M. Park, Manager
c/o Pacific Northern Construction Company, Inc.
201 - 27th Avenue SE, Building A, Suite 300
Puyallup, WA 98374
General: (253) 231-5001
Fax: (253) 231-5010

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by notice to the other Party may designate a different address or person to which such notice or communication shall be given.

Section 26. Excusable Delay (Force Majeure). In addition to specific provisions of this Development Agreement, and notwithstanding anything to the contrary in this Development Agreement, neither Party shall be in default in the performance or the failure of performance of its obligations under this Development Agreement, or in the delay of its performance, where such failure or delay is due to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (so long as the Party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, delays resulting from the weather or soils conditions which necessitate delay, delays resulting from litigation (including suits filed by third parties concerning or arising out of this Development Agreement) or any other cause (lack of funds of

Developer, Developer's inability to finance the construction of the Development, and Developer's inability to lease the Improvements, are not causes beyond the reasonable control or without the fault of Developer) beyond the reasonable control or without the fault of the Party claiming an extension of time to perform or an inability of performance. The extension of time for any cause shall be from the time of the event that gave rise to such period of delay until the date that the cause for the extension no longer exists or is no longer applicable, in each case as evidenced by a notice from the Party claiming the extension. An extension of time for the duration of such event will be deemed granted if notice by the Party claiming such extension is sent to the other as to any of the above causes other than Permit Delays, within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice (such extension of time is referred to herein as "Force Majeure"). Times for performance under this Development Agreement may also be extended in writing by the City and Developer in accordance with Section 11 herein.

Section 27. Indemnification. Except as otherwise specifically provided elsewhere in this Development Agreement and any Exhibits hereto, each Party shall protect, defend, indemnify and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees in performing services pursuant to this Development Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, the Party whose negligent action or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other party and its officers, agents, and employees or jointly the Parties and their respective officers, agents, and employees, the Parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Parties harmless only to the extent of that Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

Section 28. Applicable Law and Attorneys' Fees. This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in King County Superior Court or the U.S. District Court for Western Washington.

Section 29. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a Party, or successor or assign of Developer, to challenge this Development Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or successor(s) or assign(s). In such event, Developer and/or such successor(s) or assign(s) shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including, but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or such successor(s) or assign(s) shall not settle any

lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 30. Severability. If any phrase, provision or section of this Development Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either Party in good faith determines that such provision or provisions are material to its entering into this Development Agreement, that Party may elect to terminate this Development Agreement as to all of its obligations remaining unperformed.

Section 31. Authority. Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Development Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Development Agreement.

Section 32. Exhibits and Appendices Incorporated. Each Exhibit attached hereto or referenced is incorporated herein by such reference as if fully set forth herein.

Section 33. Headings. The headings in this Development Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Development Agreement.

Section 34. Time of the Essence. Time is of the essence of this Development Agreement and of every provision hereof. Unless otherwise set forth in this Development Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday in the State of Washington, then the time period shall be extended automatically to the next business day.

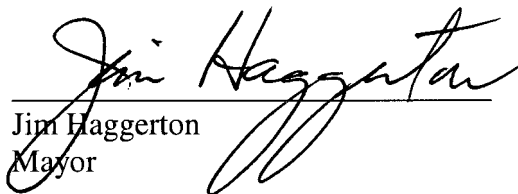
Section 35. Entire Agreement. This Development Agreement, and the DDA referenced herein, represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Development Agreement supersedes all previous agreements, oral or written.

THIS SECTION INTENTIONALLY LEFT BLANK

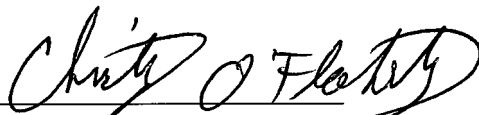
AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the Terms of this Development Agreement by signing below:

CITY:

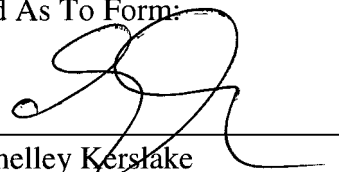
CITY OF TUKWILA, a municipal corporation

By: 
Jim Haggerton
Mayor

Attest:

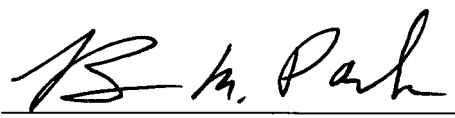
By: 
Christy O Flaherty, City Clerk

Approved As To Form:

By: 
Shelley Kerslake
City Attorney

DEVELOPER:

TUKWILA VILLAGE DEVELOPMENT
ASSOCIATES, LLC

By: 
Bryan M. Park
Manager

STATE OF WASHINGTON)
)ss
COUNTY OF King)

On 21st December, 2012, before me, the undersigned, a Notary Public, personally appeared **JIM HAGGERTON**, personally known to me (or proved to me on the basis of satisfactory evidence) as the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity as **MAYOR OF THE CITY OF TUKWILA**, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.



WITNESS my hand and official seal.

Melissa R. Hart
Print Name: Melissa R. Hart
NOTARY PUBLIC in and for the State of
Washington, residing at Tukwila
My commission expires: 11/9/16

STATE OF WASHINGTON)
)ss
COUNTY OF King)

On 21st December, 2012, before me, the undersigned, a Notary Public, personally appeared **BRYAN M. PARK**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, as **MANAGER OF TUKWILA VILLAGE DEVELOPMENT ASSOCIATES, LLC**, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.



WITNESS my hand and official seal.

Melissa R. Hart
Print Name: Melissa R. Hart
NOTARY PUBLIC in and for the State of
Washington, residing at Tukwila
My commission expires: 11/9/16

EXHIBITS:

Exhibit A	Legal Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Form of Memorandum of Development Agreement

Exhibit A
Legal Descriptions of the Property

PARCEL A:

THAT PORTION OF LOT 9 IN BLOCK 3 OF JAMES CLARK'S GARDEN ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 13 OF PLATS, PAGE 12, RECORDS OF KING COUNTY AUDITOR; AND OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 812.6 FEET OF THE EAST 425.5 FEET OF SAID SOUTHEAST 1/4;

THENCE SOUTH 01°27'30" WEST 200 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY LINE OF PACIFIC HIGHWAY SOUTH (STATE ROAD NO. 1), DISTANT SOUTHERLY 250.50 FEET (AS MEASURED ALONG SAID EASTERLY LINE) FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE NORTH LINE OF THE SOUTH 812.6 FEET OF SAID SOUTHEAST 1/4;

THENCE SOUTHERLY ALONG SAID EASTERLY HIGHWAY LINE TO THE SOUTH LINE OF SAID LOT 9; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY TO A POINT ON THE NORTHERLY LINE OF A TRACT CONVEYED TO ZIBA HUNTINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 412377;

THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT WHICH BEARS SOUTH 01°27'30" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE CONTINUING EAST TO A POINT 405.04 FEET WEST FROM THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTH SOUTHWEST 1/4;

THENCE NORTH PARALLEL WITH SAID EAST LINE 65 FEET;

THENCE NORTHWESTERLY TO THE TRUE POINT OF BEGINNING.

PARCEL A-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 20 FEET IN WIDTH THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTH 398.1 FEET OF THE EAST 525.5 FEET OF THE SOUTH 812.6 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., 100 FEET DISTANT EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 01°27'30" WEST 200 FEET TO THE TRUE POINT OF BEGINNING OF THE SOUTHERLY LINE OF THE EASEMENT HEREIN DESCRIBED;

THENCE SOUTHWESTERLY TO A POINT ON THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH (STATE ROAD NO. 1) WHICH POINT IS 250.50 FEET SOUTHERLY AS MEASURED ALONG SAID HIGHWAY FROM A POINT IN THE EAST MARGIN OF SAID HIGHWAY DISTANT 23.40 FEET, MORE OR LESS, WEST OF THE WEST LINE OF THE SUBDIVISION HEREIN DESCRIBED AND ON THE NORTH LINE THEREOF AS THE SAME IS PRODUCED WESTERLY;

SITUATE IN THE CITY OF TUKWILA COUNTY OF KING, STATE OF WASHINGTON.

Exhibit A
Legal Descriptions of the Property
(continued)

PARCEL B:

THE NORTH 185.90 FEET OF THE SOUTH 430.9 FEET OF THE WEST 505 FEET OF THE EAST 1,031 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF WASHINGTON STATE HIGHWAY NO. 1 (PACIFIC HIGHWAY SOUTH);

SITUATE IN THE CITY OF TUKWILA COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C:

LOTS 1 THROUGH 6 INCLUSIVE, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON:

PARCEL D:

THE SOUTH 245 FEET OF THE WEST 505 FEET OF THE EAST 1031 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., LYING EASTERLY OF THE STATE HIGHWAY NO. 1:

EXCEPT THE SOUTH 20 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER RECORDING NO. 1158645:

AND EXCEPT THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., LYING SOUTHWESTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 12.5 FEET WHICH IS TANGENT TO THE NORTH RIGHT OF WAY LINE OF SOUTH 144TH STREET AND THE EAST RIGHT OF WAY LINE OF PACIFIC HIGHWAY SOUTH, CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 7409040396:

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL E:

LOT A OF SHORT PLAT NO. 90-9-SS, RECORDED UNDER RECORDING NO. 9010240314, BEING A PORTION OF LOT 7, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON:

PARCEL F:

LOT B OF SHORT PLAT NO. 90-9-SS, RECORDED UNDER RECORDING NO. 9010240314, BEING A PORTION OF LOT 7, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON:

Exhibit A
Legal Descriptions of the Property
(continued)

PARCEL G:

THE NORTH 220 FEET OF LOT 7, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 132 FEET THEREOF:

PARCEL H:

LOT 7, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 220 FEET THEREOF:

AND EXCEPT THE SOUTH 84 FEET THEREOF:

PARCEL I:

THE SOUTH 84 FEET OF LOT 7, CHERRY LANE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48 OF PLATS, PAGE 21, IN KING COUNTY, WASHINGTON;

PARCEL K:

THAT PORTION OF THE NORTH 105.12 FEET OF LOT 13 LYING EASTERLY OF STATE ROAD NO 1 IN BLOCK 2 OF ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY,

EXCEPT THOSE PORTIONS OF LOT 13 CONVEYED FOR ROAD PURPOSES TO KING COUNTY, STATE OF WASHINGTON, RECORDED UNDER RECORDING NO 7501150141 AND TO THE STATE OF WASHINGTON RECORDED UNDER RECORDING NO 9603260430, RECORDS OF KING COUNTY,

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL L:

THE WEST 60 FEET OF THE NORTH 83 FEET OF LOT 14 IN BLOCK 2 OF ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY.

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit A
Legal Descriptions of the Property
(continued)

PARCEL M:

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 2 OF ADAM HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 60 FEET EAST AND 159 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 14;

THENCE WESTERLY 100 FEET;

THENCE NORTHERLY 26 FEET;

THENCE WESTERLY 78.51 FEET TO THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH;

THENCE NORTHEASTERLY ALONG SAID HIGHWAY 23.74 FEET;

THENCE EASTERLY 109.85 FEET;

THENCE NORTHERLY 22.20 FEET;

THENCE EASTERLY 60 FEET;

THENCE SOUTHERLY 70.60 FEET TO POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL N:

THAT PORTION OF LOTS 12, 13 AND 14 IN BLOCK 2 OF ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS PAGE 31, DESCRIBED AS FOLLOWS:

BEGINNING 60 FEET EAST AND 125 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 14;

THENCE WESTERLY 198.14 FEET TO THE EASTERLY MARGIN OF PACIFIC HIGHWAY SOUTH;

THENCE NORTHEASTERLY ALONG SAID HIGHWAY 63.02 FEET;

THENCE EASTERLY 78.51 FEET;

THENCE SOUTHERLY 26 FEET;

THENCE EASTERLY 100 FEET;

THENCE SOUTHERLY 34 FEET TO POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL O:

LOT 14 IN BLOCK 2 OF ADAMS HOME TRACTS. AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31. RECORDS OF KING COUNTY:

EXCEPT THE WEST 60 FEET THEREOF.

SITUATE IN THE CITY OF TUKWILA. COUNTY OF KING. STATE OF WASHINGTON.

Exhibit A
Legal Descriptions of the Property
(continued)

PARCEL P:

THE WEST 28.6 FEET OF LOT 15 IN BLOCK 2 OF ADAMS HOME TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 31, RECORDS OF KING COUNTY:

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL Q:

LOT 15, BLOCK 2, ADAMS HOME TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 31, IN KING COUNTY,

EXCEPT THE WEST 29.5 FEET THEREOF:

AND EXCEPT THE SOUTH 11.5 FEET THEREOF:

AND EXCEPT THE EAST 3.0 FEET THEREOF.

Exhibit B
Depiction of the Property

The parcels A through I as indicated on the map below. Parcel J is not included.

Assessor tax parcel numbers:

152304-9092-02, 152304-9096-08, 152304-9242-01, 155420-0005-09, 155420-0010-02, 155420-0015-07, 155420-0020-00, 155420-0030-08, 155420-0036-02, 155420-0025-00, 155420-0037-01, 155420-0033-05, 155420-0035-03, and 155420-0034-04.

Note: This is not a plat of survey. It is provided as a convenience to identify and locate the land subject to this Agreement with references to streets and other land.

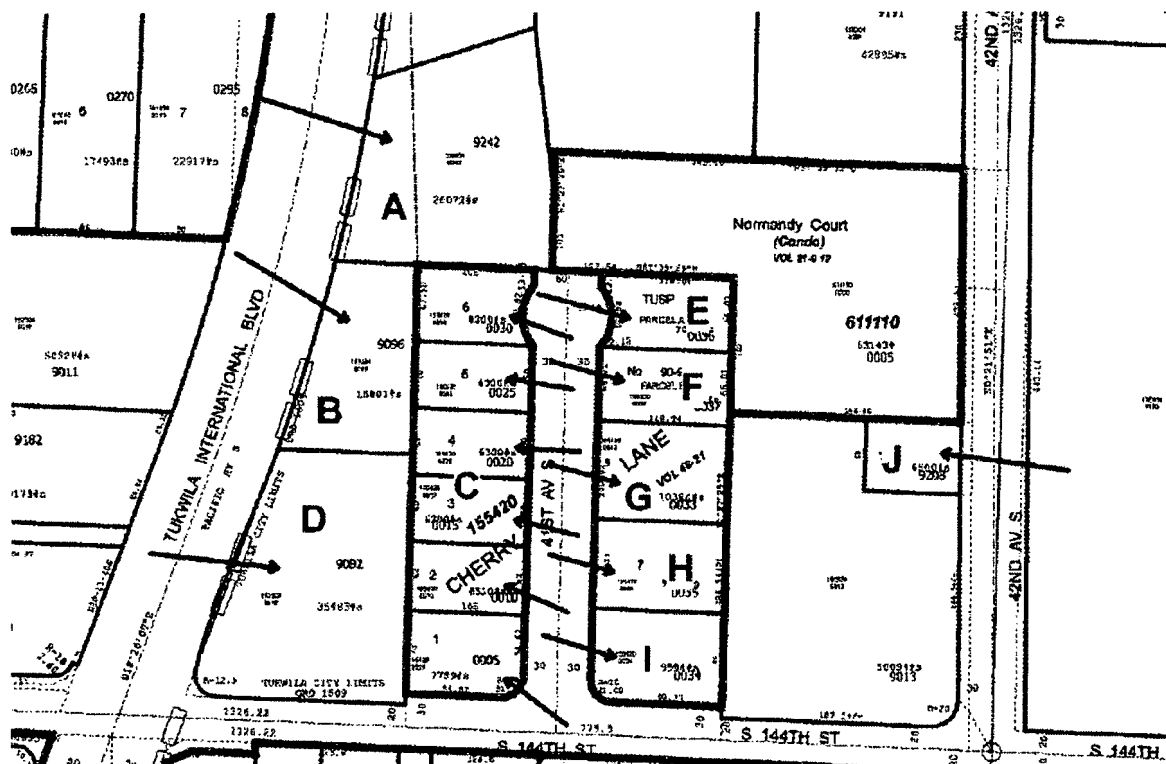


Exhibit B Continued

Depiction of the Property

The parcels K through Q as indicated on the map below.

Assessor tax parcel numbers:

004000-0145-08, 004000-0146-07, 004000-0180-04, 004000-0191-01, 004000-0194-08, 004000-0196-06, 004000-0198-04

Note: This is not a plat of survey. It is provided as a convenience to identify and locate the land subject to this Agreement with references to streets and other land.

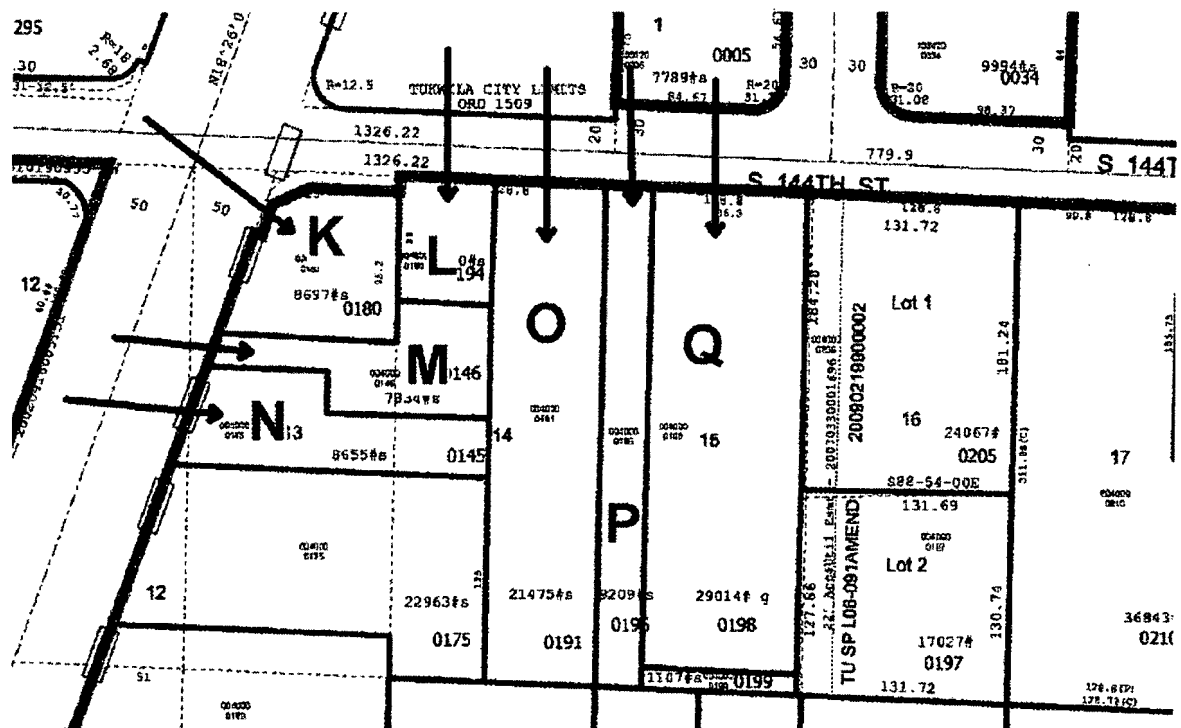


EXHIBIT C

(Form of Memorandum of Development Agreement)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188
Attn: City Clerk

(Space Above This Line For Recorder's Use)

MEMORANDUM OF DEVELOPMENT AGREEMENT

GRANTOR: Tukwila Village Development Associates, LLC, a Washington limited liability company

GRANTEE: City of Tukwila, a municipal corporation of the state of Washington

LEGAL DESCRIPTION: See Attachment 1 hereto (page ___ of document).

PARCEL NUMBERS: 152304-9092-02, 152304-9096-08, 152304-9242-01, 155420-0005-09, 155420-0010-02, 155420-0015-07, 155420-0020-00, 155420-0030-08, 155420-0036-02, 155420-0025-00, 155420-0037-01, 155420-0033-05, 155420-0035-03, 155420-0034-04, 004000-0145-08, 004000-0146-07, 004000-0180-04, 004000-0191-01, 004000-0194-08, 004000-0196-06 and 004000-0198-04.

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (the "Memorandum") is made as of _____, 20__, by and between the City of Tukwila, a municipal corporation operating under the laws of the state of Washington as a non-charter code city (the "**City**"), and Tukwila Village Development Associates, LLC, a Washington limited liability company (the "**Developer**"). This Memorandum confirms that the City and Developer entered into that certain Development Agreement, dated as of _____, 20__ (the "DA") pursuant to the authorization of RCW 36.70B.170 and TMC 18.86. The DA is intended and designed so that development of that certain real property in Tukwila, WA, described in the attached Attachment No. 1 (the "**Property**") will be governed by and vest to the Governing Regulations, Development Standards and Conditions, and all other terms and conditions of the DA. The

rights, duties and obligations as set forth in the DA constitute covenants running with the land and are binding upon the City, Developer, and their respective permitted successors in interest under the DA with respect to the individual Development Parcels comprising the Property until such time as the DA expires or terminates as to each such individual Development Parcel.

This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the DA. A complete copy of the DA is on file with the Office of the Tukwila City Clerk and was approved by motion of the Tukwila City Council at a Meeting held on December 10, 2012.

CITY

CITY OF TUKWILA, a municipal corporation

By: _____

Its: _____

**TUKWILA VILLAGE DEVELOPMENT
ASSOCIATES, LLC**

By: _____

Its: _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

Attachment 1 to Memorandum of DA

Legal Description of Property

(To be Inserted)

City of Tukwila Public Notice of Ordinance Adoption for Ordinances 2391-2393.

On December 10, 2012 the City Council of the City of Tukwila, Washington, adopted the following ordinances, the main points of which are summarized by title as follows:

Ordinance 2391: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO DEVELOPMENT AGREEMENTS AUTHORIZED PURSUANT TO CHAPTER 18.86 OF THE TUKWILA MUNICIPAL CODE; APPROVING AND AUTHORIZING THE PROPOSED TUKWILA VILLAGE DEVELOPMENT AGREEMENT WITH TUKWILA VILLAGE DEVELOPMENT ASSOCIATES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Ordinance 2392: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NO. 2390 RELATING TO THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,100,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX GENERAL OBLIGATION BONDS TO PROVIDE FUNDS NECESSARY TO UNDERTAKE CERTAIN IMPROVEMENTS TO THE POOL AND RELATED FACILITIES OWNED BY THE TUKWILA METROPOLITAN PARK DISTRICT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Ordinance 2393: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, RELATING TO CONTRACTING INDEBTEDNESS; PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,100,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX GENERAL OBLIGATION BONDS TO PROVIDE FUNDS NECESSARY TO UNDERTAKE CERTAIN IMPROVEMENTS TO THE POOL AND RELATED FACILITIES OWNED BY THE TUKWILA METROPOLITAN PARK DISTRICT, AND TO PAY THE COSTS OF ISSUANCE AND SALE OF THE BONDS; FIXING OR SETTING PARAMETERS WITH RESPECT TO CERTAIN TERMS AND COVENANTS OF THE BONDS; APPOINTING THE CITY'S DESIGNATED REPRESENTATIVE TO APPROVE THE FINAL TERMS OF THE SALE OF THE BONDS; AND PROVIDING FOR OTHER RELATED MATTERS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

The full text of these ordinances will be provided upon request.

Christy O'Flaherty, MMC, City Clerk

Published Seattle Times: December 13, 2012



PERMIT TREE

City of Tukwila

PERMIT NUMBER
D13-216

PERMIT TREE

PERMIT NO	PERMIT TYPE	DESCRIPTION	
SUB-PERMIT	STATUS	APPLIED	ISSUED
SUB-PERMIT	FEES CHARGED	FEES PAID	BALANCE DUE
SUB-PERMIT	JOBVALUE	OWNER	
D13-216	DEVELOPMENT	KING COUNTY LIBRARY SYSTEM	
	FINALED	06/21/2013	07/24/2015
	\$72,590.87	\$72,590.87	\$0.00
	\$1,338,156.35	TUKWILA CITY OF	

TOTAL of ALL FEES

PERMITS	FEES CHARGED	FEES PAID	BALANCE DUE	JOBVALUE
1	\$72,590.87	\$72,590.87	\$0.00	\$1,338,156.35



PERMIT TREE

City of Tukwila

PERMIT NUMBER
D14-0178

PERMIT TREE

PERMIT NO	PERMIT TYPE	DESCRIPTION	
SUB-PERMIT	STATUS	APPLIED	ISSUED
SUB-PERMIT	FEES CHARGED	FEES PAID	BALANCE DUE
SUB-PERMIT	JOBVALUE	OWNER	
D14-0178	DEVELOPMENT	TUKWILA VILLAGE BUILDING C	
	FINALED	06/11/2014	07/14/2016
	\$32,508.77	\$32,508.77	\$0.00
	\$724,130.00	TUKWILA VILLAGE DEVELOPMENT ASSOC LLC	

TOTAL of ALL FEES

PERMITS	FEES CHARGED	FEES PAID	BALANCE DUE	JOBVALUE
1	\$32,508.77	\$32,508.77	\$0.00	\$724,130.00



PERMIT TREE

City of Tukwila

PERMIT NUMBER
D14-0326

PERMIT TREE

PERMIT NO	PERMIT TYPE	DESCRIPTION	
SUB-PERMIT	STATUS	APPLIED	ISSUED
SUB-PERMIT	FEES CHARGED	FEES PAID	BALANCE DUE
SUB-PERMIT	JOBVALUE	OWNER	
D14-0326	DEVELOPMENT	TUKWILA VILLAGE BUILDING D	
	FINALED	10/10/2014	08/18/2016
	\$449,164.29	\$449,164.29	\$0.00
	\$12,336,835.81	TUKWILA CITY OF	

TOTAL of ALL FEES

PERMITS	FEES CHARGED	FEES PAID	BALANCE DUE	JOBVALUE
1	\$449,164.29	\$449,164.29	\$0.00	\$12,336,835.81



PERMIT TREE

City of Tukwila

PERMIT NUMBER
D14-0389

PERMIT TREE

PERMIT NO	PERMIT TYPE	DESCRIPTION	
SUB-PERMIT	STATUS	APPLIED	ISSUED
SUB-PERMIT	FEES CHARGED	FEES PAID	BALANCE DUE
SUB-PERMIT	JOBVALUE	OWNER	
D14-0389	DEVELOPMENT	TUKWILA VILLAGE BUILDING E	
	FINALED	12/22/2014	04/18/2017
	\$547,860.74	\$547,860.74	\$0.00
	\$17,208,707.71	TUKWILA CITY OF	

TOTAL of ALL FEES

PERMITS	FEES CHARGED	FEES PAID	BALANCE DUE	JOBVALUE
1	\$547,860.74	\$547,860.74	\$0.00	\$17,208,707.71