

## SCHEFER RIVERFRONT PARK

"RARE DEVELOPMENT OPPORTUNITY IN SNOQUALMIE VALLEY"

4301 LARSON AVENUE, CARNATION, WA 98014



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RELEASE DATE: June 20, 2022

DUE DATE: September 8, 2022 at 5:00 PM PST

SOLICITATION TITLE: Development and Disposition of Land

— Accessor's Parcel # 162507-9073



This Request for Information (RFI) involves the proposed sale and development of Approximately 7.1 acres (approximately 356,097 square feet) of undeveloped land located at 4301 Larson Avenue, Carnation, Washington 98014 ("Property"). The Property is owned by the City of Carnation ("City") and is also referred to as the Sawmill Property, or the Schefer Riverfront Park.

The City of Carnation is seeking responses from interested developers and businesses to this RFI to be submitted by Thursday, September 8, , 2022 by 5 PM.

#### DESIRED USES

The City is located in the heart of Snoqualmie Valley, just minutes from Redmond's Microsoft Campus, and is seeking proposals from developers and businesses fulfilling the following:

- Executive/Corporate Offices [pending rezone to Agri-Tourism & Industry (AGI)].
- Technology Companies [pending rezone to Agri-Tourism & Industry (AGI)].
- Hotel with breweries/restaurants [pending rezone to Agri-Tourism & Industry (AGI)].
- Manufacturing
- Light Industry



**REQUEST FOR INFORMATION (RFI** 



## HIGLIGHTS ON THE CITY OF CARNATION

The City of Carnation is home to approximately 2,500 residents, many employed in the technology sector. Over the next few years, the City will experience significant housing development, downtown infrastructure improvements and the addition of more commercial establishments opening along Tolt Avenue; the main corridor in town.

Some key developments approved and/or underway include:

- Tolt River Terrace (141 single-family home development under construction along Tolt Avenue)
- Tolt Villas (43 units mixed-use with 9 live/work units under construction) Confluence Mixed-Use Development on
- Tolt Avenue (under construction)
   \$10 million invested on Tolt Avenue for roads, sidewalks,
- stormwater, landscaping, and ADA accessibility.
   \$4 million investment on a community gathering space on
- Tolt Avenue.









## CURRENT USE, CONDITIONS & REGULATORY DESIGNATIONS

The current use, site conditions and regulatory designations of the Property are as follows:

#### CURRENT USE

The northeast portion of the Property is currently developed with the vacuum station for the City's sanitary sewer system (see site map). The remainder of the Property is vacant and being used temporarily as a construction staging area for the Tolt Avenue CBD Improvements Project, which is anticipated to be completed in 2022. The sale and development of the Property, excluding the portion occupied by the City's vacuum station, is the subject of this RFI.

A short plat or other lawful method of subdividing the Property will be required in order to formally segregate the City's vacuum station from the vacant portion of the site. The City is currently in the process of short subdividing the property.



#### FLOOD ZONE/MAP DATA

The floodway for the Snoqualmie River is located to the west of the Property and does not directly encroach onto the site. However, the entire Property is located within the FEMA 100-year floodplain, and any future development of the site will be subject to Carnation Municipal Code (CMC) Chapter 15.64 – Floodways, Floodplains, Drainage, and Erosion. The pertinent flood designations of the Property are as follows:

• Flood Map Panel/Number: 53033C0418H

• Flood Map Date: 08-19-2020

Flood Zone: AE Zone, a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by a flood event having a one-percent chance of being equaled or exceeded in any given year. Base Flood elevations are known in this area. (see attached flood zone map).

There are no buildings or other permanent improvements on the portion of the Property covered by this RFI. See attachment (A8).





#### ZONING

The zoning designation for the Property is currently LI/M (Light Industrial/Manufacturing). The permissible land uses for this zone are identified in Chapter 15.40 CMC - Permissible Uses, Table 1. The development standards specific to the LI/M zone are set forth in CMC Chapter 15.48 – Density and Dimensional Regulations. The City's land use and zoning code is accessible through the City of Carnation website, see QR code below.

The City is currently considering amending the zoning designation to Agri-Tourism & Industry (AGI) which would include office, hospitality, breweries, and restaurants uses as permitted uses.









#### SHORELINE JURISDICTION & CRITICAL AREAS

Shoreline jurisdiction includes "all lands and waters that lie within 200 feet of the Snoqualmie and Tolt River ordinary high water marks; floodways and contiguous floodplains within 200 feet of such floodways; and the wetlands and river deltas associated with the rivers." As noted above, the floodway for the Snoqualmie River is located just west of the Property and is delineated by the purple dashed line in the image below. A strip along the western portion of the Property, as shown in yellow in the image below, lies within the shoreline jurisdiction and any development or improvements within that area will be subject to the Carnation Shoreline Master Program (SMP). The SMP is accessible through the City of Carnation website.

There are no known or mapped wetlands on the Property. As part of any future site development, a Critical Areas Report will need to be prepared by a qualified professional to survey the Property for any wetlands that may also fall within shoreline jurisdiction.

Per the SMP, the "Urban Conservancy" environmental designation applies to the areas within shoreline jurisdiction on the Property. The purpose of the Urban Conservancy designation is to "protect and restore ecological functions of open space, floodplain, and other sensitive lands." Key uses and development standards applicable to the Urban Conservancy designation include, but are not limited to, those listed in Tables IV-1: Shoreline Environments Use and Modification Table and IV-2: Shoreline Development Standards Matrix by Use Environment (pages IV-9 through IV-13) of the SMP.





### UTILITIES AND INFRASTRUCTURE

No utilities are currently installed upon the property.

Sewer and water service from the City's utility system are available and will be extended To the property line upon completion of the short plat of the property.



**SEWER UTILITY MAP** 



#### TRAIL EASEMENT

A soft surface trail connecting Tolt MacDonald Park to East Entwistle Street traverses the northwesterly portion of the Property. A permanent easement for this trail segment will be reserved and/or dedicated for public use in conjunction with the sale and development of the Property.

#### COMMUNITY BENEFITS DESIRED

The City is seeking proposals from developers which not only compliment the surrounding uses but offer:

- Property, Sales and Other Revenues for the City
- Good Paying Full Time Jobs
- Enhance Image of City





Each RFI Respondent should undertake an independent review and analysis concerning the physical conditions, environmental conditions, applicable zoning, required permits and approvals, and other development and legal considerations pertaining to the Property. The City makes no representation or warranty with respect to the Property and its future development potential, including without limitation in regards to:

- The value, quality or character of the Property;
- The Property's fitness or suitability for any particular use;
- The physical and/or environmental condition of the Property, including without limitation the presence or past release of hazardous substances:
- The ability to obtain approvals for necessary land use permits and other regulatory permits as part of any proposed development of the Property; or
- The imposition of any requirements for on-site, off-site, and/or frontage improvements that may be required as a condition of any proposed development of the Property.





The successful RFI Respondent must agree to accept the Property on an "as is" basis without any warranty or obligation on the part of the City except such representations and warranties as are standard for a purchase and sale transaction utilizing a statutory warranty deed as the conveyance mechanism.

#### CITY'S SELECTION PROCESS

Based on the proposals submitted, an internal team of professionals will evaluate and score responses and submit recommendations to City Council on finalists to be interviewed.

#### **NEXT STEPS**

- 1. Proposals due by: September 8, 2022 by 5 pm
- 2. Site Walk Through: To Be Determined (respondents not required to attend)
- 3. Internal Screening of Proposals: Month of September
- 4. Council Interviews of Finalists: Month of

October

5. Staff negotiate Development Agreement with Selected Developer: November/December 2022

6. Council Approval of Development Agreement: January 2023



<u>Note:</u> The City of Carnation reserves the right to reject any and all proposals and extend response date. In addition, the Development Agreement will include a "claw back clause" requiring the selected developer to design, entitle and complete construction of the project within three years of closing on the purchase of the property.





### CITY CONTACT

All questions related to the RFI should be directed in writing to:



RICARDO NOGUERA Economic Development Consultant



RICARDO.NOGUERA@CARNATIONWA.GOV





### CITY CONTACT

All proposals are due to:



ANA CORTEZ City Manager



<u>Ashlyn Farnworth, Municipal Fellow</u> <u>ASHLYN.FARNWORTH @ C A R N A T I O N W A .G O V</u>



425 . 549 . 0406

SUBJECT SHOULD READ: CONCEPTS FOR ANA CORTEZ
4621 Tolt Avenue
Carnation, WA 98014



All completed proposals are required to be submitted no later than September 8, 2022 by 5 pm. Postmarks are not accepted.



"Community benefits" is a deliberately undefined concept, as the City encourages each Proposal to approach this criterion with maximum creativity. Community benefits could include, without limitation, extension and build-out of Larson Road, offsite improvements; and/or any other programs, activities, and features that will provide a meaningful, long-term advantage to the health, safety and/or welfare of the Carnation community. Feel free to provide details on the value of the community benefits.



## C. PROPERTY IDENTIFICATION

The Property currently is comprised of a single 8.17 (site is smaller with public right of way and Parcel 1 excluded) acre parcel. The Property is located at 4301 Larson Avenue, Carnation, is identified as King County Tax Parcel Number 162507-9073, and is legally described as follows:

LOT 1 CARNATION BLS#LLA-06-00001 REC 20060727900005 SD BEING FOR OF ¼ OF SW ¼ STR 16-25-07



### CITY OF CARNATION, WASHINGTON



### D. APPRAISAL

In 2021, the City commissioned a formal appraisal of the Property by ABS Valuation. The resulting July 21, 2021 Appraisal Report ("Appraisal") valued the Property under the assumption that the site would ultimately be segregated into three separate, legally compliant parcels (designated as "Lot 1", "Lot 2" and "Lot 3", respectively). Lot 1 would continue to house the Carnation sanitary sewer vacuum station and would remain in City ownership following segregation of the Property. The two parcels for which sale and development is anticipated under this RFI are identified and valued by the Appraisal as follows:

- Lot 2 (51,120 square feet) \$385,000
- Lot 3 (267,465 square feet) \$1,740,000

The City is seeking proposals to include an offer with details on why a respondent is offering less than the appraised or asking price. The city knows that the property has appreciated since the date of appraisal. The city expects to begin negotiations at \$2.4 million.



### E. DEVELOPMENT AGREEMENT

The DEVELOPMENT AGREEMENT (DA) would establish the parameters for the conveyance of the Property from the City to the Respondent. The DA will contain, in addition to such other provisions as mutually negotiated by the parties, the following:

- · Purchase Price
- Conveyance of the Property by statutory warranty deed ("Deed")
- · Reservation of the Trail Easement
- Disclaimer of any representations and warranties by the City except as provided by operation of law through the Deed
- Title review and objection process
- Escrow process
- Allocation of closing costs
- Earnest money deposit, nonrefundable (except in the event of a City default) but applicable to the purchase price

- City authorization, as landowner, for the respondent to apply for the Regulatory Approvals and execute the Development Agreement
- Closing contingencies, including without limitation the approval of a Development Agreement for the Property and issuance of Regulatory Approvals
- Nonrefundable monetary deposit (\$\_ for reimbursement of the City's administrative, legal and permitting expenses

- Recording of a notice on title acknowledging the use and noise, traffic and odor impacts of the adjacent City-owned sewer vacuum station facility and the King County wastewater treatment plant facility
- Reservation of the City's regulatory authority
- Option for the City to repurchase the Property, and to recoup liquidated damages, from the Respondent at the original purchase price if physical construction on the Property has not commenced within three years of closing ("Repurchase Option"), to be memorialized in a recorded memorandum

The Development Agreement will establish the binding development standards for Property in accordance with RCW 36.70B.170 et. seq and Chapter 15.17 CMC. To the extent authorized by the City's code, applications for the Regulatory Approvals, including without limitation the segregation of the Property, will be submitted and processed in conjunction with the City's consideration and processing of the Development Agreement.



### F. SUBMITTAL

All Proposals shall include 10 color bound copies and an electronic copy on a flash drivel and addressed to Ana Cortez, City Manager, 4621 Tolt Avenue, Carnation WA 98014. Complete Proposals will be those containing the following information:

- Cover Letter This document should clearly indicate the offered price.
- **Purpose** This section should clearly list the Respondent's proposed use and development plans for the Property.
- Jobs and Taxes This section should clearly indicate the number of new jobs, the types of jobs and the entry level salary for those jobs, that would be created and sustained as a result of the Respondent's proposed development.
  - This section should also discuss the anticipated local tax revenues that would be generated as a result of such development. Note, if respondent is a developer providing estimates for jobs and salaries is acceptable.

- Timeline This section should include the Respondent's proposed work plan with specific milestones for its proposed development and use of the Property following selection by city.
- Financing This section should describe how the proponent intends to finance the purchase and proposed development of the Property and disclose whether and to what extent third-party financing will be necessitated. The proposal should include a development pro forma including projected purchase price, site development costs and construction costs as well as Sources & Uses of Funds to fund the purchase and construction of the development. Company financials may be required of respondents following further review of their proposals.
- Experience This section should identify, and provide professional resumes for, the primary members of the Respondent's team that will implement the Respondent's development plans, with emphasis on previous experience.
- Community Benefit This section should describe the programs, activities, and features of the Respondent's proposed development plans that will provide a meaningful, long-term advantage to the health, safety and/or welfare of the Carnation community. This include constructing a new trail and/or building out Larson Avenue fronting the vacuum pump station.

### G. SITE VISIT

The City will conduct a walk-through at the Property for prospective Respondents during which City staff members will be available to answer questions concerning the Property. Respondents are encouraged, but not required, to attend this event.

DATE: Tuesday July 12, 2022

TIME: 12 PM – 2 PM

LOCATION: 4301 Larson Avenue, Carnation

# Thank You

WWW.CARNATIONWA.GOV





### **ATTACHMENTS**

- A. 2021 APPRAISAL
- **B. TITLE REPORT**
- C. PARCEL MAP
- D. REGIONAL MAP
- E. FLOOD MAP
- F. STREET MAP



Attachment A: 2021 Appraisal

### **Appraisal Report**

Sawmill/Dogpark Property 4301 Larson Avenue Carnation, WA 98014



#### FOR:

City of Carnation Mr. Bob Jean Interim City Manager 4621 Tolt Avenue/P.O. Box 1238 Carnation, WA 98014

#### **ABS Valuation**

S. Murray Brackett, MAI 18728 Bothell Way NE, Suite B Bothell, WA 98011 425-450-4040

<u>mbrackett@absvaluation.com</u> <u>absvaluation.com</u>





### ABS VALUATION

COMMERCIAL APPRAISAL CONSULTATION LITIGATION SUPPORT



Corporate Office Smith Tower 506 2nd Avenue Suite 3200 Seattle, WA 98104

425-252-1210 fax

2927 Colby Avenue Suite 100 Everett, WA 98201 206-209-3016 phone 425-258-2611 phone 425-252-1210 fax

18728 Bothell Way NE 419 Berkeley Avenue Suite B Bothell, WA 98104 425-450-4040 phone 425-252-1210 fax

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

absvaluation.com

September 28, 2021

Mr. Bob Jean Interim City Manager **City of Carnation** 4621 Tolt Avenue/P.O. Box 1238 Carnation, WA 98014

> RE: APPRAISAL REPORT OF THE SAWMILL/DOGPARK PROPERTY LOCATED IN **CARNATION, KING COUNTY, WASHINGTON (Our File #21-0229-002)**

#### Dear Mr. Jean:

In accordance with your request, we have performed an appraisal of the property referenced above. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, consists of a vacant, 8.17-acre commercial site located on Larson Avenue, south of Entwistle and is further identified as tax parcel number 162507-9073. The appraisal is being prepared under the hypothetical condition that the segregation has occurred as depicted, and that we are evaluating lots 2 and 3 of that segregation (see mapping).

We have developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is the City of Carnation and the intended user of this report is the Client and no others. The sole intended use is to assist the client by providing an opinion of market value of the fee simple interest in the subject in connection with a potential disposition of property. The value opinion reported herein is subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.



Based on the analysis contained in the following report, our value conclusion is summarized as follows:

**Summary of Conclusions** 

| Conclusion - Lot 2 | \$385,000   |
|--------------------|-------------|
| Conclusion - Lot 3 | \$1,740,000 |

Sincerely, **ABS VALUATION** 

S. Murray Brackett, MAI



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### **Executive Summary**

Property: Sawmill/Dogpark Property

Location: 4301 Larson Avenue, Carnation, WA 98014

Building Improvements: The subject properties are unimproved.

Site Size: 8.17 acres in total, assumed segregated as follows:

Lot 2 – 51,120 square feet Lot 3 – 267,465 square feet

Site Improvements: None.

Zoning: LI/M – Light Industrial/Manufacturing

Highest and Best Use

As Vacant:

Industrial/Commercial development.

Highest and Best Use

As Improved:

The subject is unimproved.

Value Conclusions: Lot 2: \$385,000

Lot 3: **\$1,740,000** 

Date of Valuation: July 21, 2021

Appraisers: S. Murray Brackett, MAI

File: 21-0229-2

Hypothetical Conditions: We have been asked by the Client to value the subject parcel

as if the proposed subdivision has been completed. The proposed segregation will divide the existing lot into three parcels, with Lots 2 and 3 comprising the subject property. Our report assumes the subdivision has been completed as described. We further assume that the sites are no longer

restricted to public uses per the Public Use Overlay.



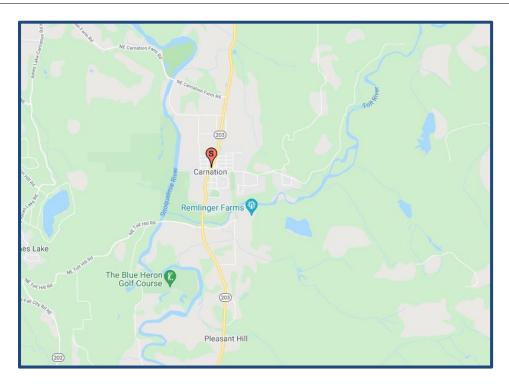
### **Aerial View**

#### **AERIAL VIEW**





### **Location Map**





### **Subject Photographs**



1. View of park looking southwest



2. Proposed Lot 2 access point within BLA



### **Subject Photographs**



3. Street frontage looking north from the northeast corner



#### **Introduction**

#### **Client and Intended User of the Appraisal**

The client in this assignment is the City of Carnation and the sole intended user of this report is the Client and no others.

#### **Intended Use of the Appraisal**

The sole intended use of this report is to assist the client by providing an opinion of market value for the fee simple interest in subject in connection with a potential disposition.

#### **Real Estate Identification**

The subject property reflects two portions of an 8-acre vacant site located on Larson Avenue, south of Entwistle, in Carnation, Washington. The assignment is to evaluate two proposed segregations of the property known as lot 2 (51,120 square feet) and lot 3 (267,465 square feet).

#### **Legal Description**

No title report was provided to the appraisers; however, according to the King County Assessor's data, the abbreviated legal description for the larger existing subject lot is:

LOT 1 CARNATION BLS#LLA-06-00001 REC 20060727900005 SD BEING POR OF  $\mbox{\em 4}$  OF SW  $\mbox{\em 4}$  STR 16-25-07

The subject can also be identified by King County Tax Parcel Number 162507-9073. Our report includes a proposed segregation of this property into three lots, one of which contains existing utility infrastructure for the City and will be retained. The remaining two lots will be considered for sale and are the subjects of this report. We refer the reader to the proposed segregation map on page 20.

#### Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject is vacant land.

#### Use of Real Estate as Reflected in this Appraisal

The use reflected in this appraisal is that of vacant land.

#### **Ownership of the Property**

We have not been provided with a title report for the subject property. According to public records, however, title to the subject property is currently vested in the City of Carnation.

#### **History of the Property**

The subject was acquired by the City on April 1, 1999, from Kathleen Schefer for \$532,000 via Special Warranty Deed # 199904060001.

#### **Listings/Offers/Contracts**

We are not aware of any listing, offers or contracts for the subject.



#### Type and Definition of Value

Market value is defined as:1

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well-informed or well-advised and acting in what they consider their best interests;
- 3. a reasonable time is allowed for exposure in the open market;
- 4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

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

#### **Valuation Scenarios and Effective Dates of Value**

Per the scope of our assignment, we developed an opinion of value for the subject property with an effective date of value of July 21, 2021, which is the date of inspection.

#### **Property Rights Appraised**

The property right appraised is the fee simple interest (subject to existing easements and encumbrances). Fee simple interest is defined as:<sup>2</sup>

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

#### **Date of Report**

The date of this report is September 24, 2021, which is the same date as the letter of transmittal.

#### **List of Items Requested but Not Provided**

• Title report.

<sup>&</sup>lt;sup>1</sup> From The Appraisal of Real Estate, Fifteenth Edition, 2020, Appraisal Institute, page 49

<sup>&</sup>lt;sup>2</sup> From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 60



#### **Assumptions and Conditions of the Appraisal**

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

#### **Extraordinary Assumptions**

None. See below

#### **Hypothetical Conditions**

• We have been asked by the Client to value the subject parcel as if the proposed subdivision has been completed. The proposed segregation will divide the existing lot into three parcels, with Lots 2 and 3 comprising the subject property. Our report assumes the subdivision has been completed as described. We further assume that the property will no longer be restricted to Public Uses per the Public Use Overlay.

#### **Analysis of Recent Transactions**

N/A

#### **Analysis of Prior Appraisals**

None.

#### **Exposure Time and Marketing Periods**

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 9 and 12 months, respectively, are considered reasonable and appropriate for the subject property.

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



# **Scope of Work**

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

## **Extent to Which the Property Was Identified**

The three components of the property identification are summarized as follows:

- <u>Legal Characteristics</u> The subject was legally identified via King County Assessor information.
- <u>Economic Characteristics</u> Economic characteristics of the subject property were identified via numerous published sources, as well as a comparison to properties with similar locational and physical characteristics.
- <u>Physical Characteristics</u> The subject was physically identified via aerial mapping and physical inspection.

## **Extent to Which the Property Was Inspected**

We inspected the subject property on July 21, 2021. Present for the inspection was Murray Brackett, MAI of ABS Valuation.

# **Type and Extent of Data Researched**

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions.

# **Type and Extent of Analysis Applied (Valuation Methodology)**

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures which typically reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value and discussion regarding the extent of our analysis, as well as the methodology of each approach is provided below.

# **Appraisal Conformity and Report Type**

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



Personal Property/FF&E
All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.



# **Regional and Market Area Analysis**

## **REGIONAL MAP** North 18 Duncan Bellingham Cascades National Park Sidney Sedro-Woolley Victoria 14 Port Angeles Sequim Marysville Whidbey Everett Ü Okanogan-Wenatch Lynnwood National Forest Redmond Seattle Sheltor Puyallup (97) Olympia o Lacey Aberdeen (12) Mt Rainier National Park Centralia

#### **Overview**

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

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



metropolitan areas, is squarely facing the challenge of striking a balance between economic growth and the preservation of its quality of life.

The Puget Sound region offers diverse economic opportunities and the best of social, governmental, and health services. The area has an array of cultural, entertainment, and recreational opportunities. The city of Seattle has a professional ballet, opera, and symphony and several live theatrical companies. Public and private joint ventures were successful in constructing T-Mobile Park and Lumen Field providing new homes for professional baseball, football, and soccer teams which continue to shape the "SODO" neighborhood, south of Seattle's Light Industrial/Manufacturing (LI/M). Additionally, Climate Pledge Arena, formerly known as Key Arena, will host Seattle's new NHL team.

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

### **Transportation**

Growth in the Puget Sound region has resulted in the Seattle area becoming one of the most traffic-congested regions in the nation. To alleviate congestion, the Regional Transit Authority (Sound Transit) was formed and has completed construction of a high-capacity light rail transit system between the University District, downtown Seattle and Sea-Tac International Airport and while continuing to study long-range growth and transportation strategies for central Puget Sound. Major expansions and revisions are either proposed, underway, or completed on Interstate 405 (I-405), the primary north/south arterial serving the Eastside's high-tech corridor, as well as to the University of Washington, just north of downtown.

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

# **Employment**

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



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

| 2020 | /2021 | Unemplo | yment | Data |
|------|-------|---------|-------|------|

| ,,                                  | =0=0/ =0== 0.00mp.0/o |              |           |       |       |      |      |      |      |      |      |      |      |
|-------------------------------------|-----------------------|--------------|-----------|-------|-------|------|------|------|------|------|------|------|------|
|                                     |                       | 2020         |           |       |       |      |      |      |      |      |      |      |      |
|                                     | Mar                   | Apr          | May       | Jun   | Jul   | Aug  | Sept | Oct  | Nov  | Dec  | Jan  | Feb  | Mar  |
| United States of America            | 4.5%                  | 14.7%        | 13.3%     | 11.2% | 10.2% | 8.4% | 7.9% | 6.9% | 6.7% | 6.7% | 6.3% | 6.2% | 6.0% |
| Washington State                    | 5.3%                  | 16.3%        | 12.5%     | 10.8% | 10.8% | 9.1% | 8.0% | 7.0% | 6.7% | 6.3% | 6.0% | 5.6% | 5.4% |
| Seattle-Tacoma-Bellevue             | 5.5%                  | 16.6%        | 15.3%     | 10.0% | 9.3%  | 7.9% | 7.5% | 5.2% | 5.0% | 7.2% | 6.7% | 5.9% | 5.9% |
| King County                         | 5.6%                  | 14.9%        | 14.4%     | 9.6%  | 8.3%  | 7.2% | 6.9% | 4.7% | 4.4% | 6.8% | 6.3% | 5.4% | 5.4% |
| City of Redmond                     | 4.2%                  | 9.3%         | 7.4%      | 6.2%  | 5.7%  | 4.8% | 4.6% | 4.2% | 4.1% | 4.1% | 4.4% | 3.9% | 4.1% |
| (Bureau of Labor Statistics - natio | nnal and stat         | e ceaconally | adjusted) |       |       |      |      |      |      |      |      |      |      |

The Puget Sound region's unemployment rate has remained relatively strong as compared to many other states across the nation – some of which can be attributed to the strong technological sector and its relative ease to a work-from-home model. Unemployment data for the City of Carnation was unavailable given its small size, as such, we have provided unemployment data from nearby Redmond. The City of Redmond's unemployment rate has reached pre-pandemic levels. Though the region continues to face many Covid-related employment challenges – particularly in the hospitality and service industries – the Puget Sound metropolitan area is expected to emerge from the pandemic in a good position when compared to other parts of the country and state.

#### Conclusion

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



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



# **City and Neighborhood Analysis**

# Stuart Stuart Stuart Remlinger Farms (\*) Remlinger Farms (\*) Remlinger Farms (\*) The Blue Heron Colf Course (\*) The Blue Heron Colf Course (\*) Subject Property

#### Overview

The subject is situated just west of downtown Carnation. Carnation was originally incorporated in 1912 under the name "Tolt"; the city was renamed in 1951. The city of Carnation is a relatively small community containing roughly 2,322 people; a figure which has grown by approximately 30% since 2010. Approximately 8 miles to the north is Duvall and Redmond is situated approximately 10 miles northwest of Carnation. Redmond is the home to Microsoft, which has been a significant driver of property values in the area over the past 10 years. Primary access through the area is from the State Route 203 (SR-203), which travels north through the Snoqualmie Valley through Duvall and to Monroe, and south through Fall City and the city of Snoqualmie. From Fall City, 4 miles further south, access to Interstate 90 is available. Several minor roads connect SR-203 westerly to State Route 202 (SR-202) which provides a gateway to regional access by connecting to State Route 520 and Interstate 405.

# **Immediate Neighborhood**

The subject is located near downtown Carnation and is bounded to the north by Carnation Farm Road, SR-203 to the east, and SR-202 to the west and south.

According to Site to do Business, the median household income in Carnation is \$93,938 which is higher than the national and statewide numbers. It competes well when compared



to the Seattle-Tacoma-Bellevue MSA and is slightly lower than the median income for King County overall. Roughly 47% of households in Carnation have combined incomes over \$100,000 per year. Employment in Carnation is dominated by service industry which makes up 50% of jobs in this area; however, many workers within the tech industry have relocated to the area given its proximity to Redmond. Finance, insurance and real estate, as well as manufacturing are the second and third most common industries, respectively.

With regard to the Snoqualmie Valley area, generally, farming and rural residential homesites typically dominate the area; however, with high real estate prices closer in, rural valley communities continue to see higher-than-average development. This is particularly prevalent in Duvall but can also be seen in Carnation. The population is projected to grow approximately 8.9% over the next 5 years.



# **Factual Data**

The subject site is located on the west side of Larson Avenue, south of Entwistle. The characteristics of the site are summarized as follows:

## **Site Characteristics – Existing Lot**

Gross Land Area: 8.17 acres

Shape: Irregular Rectangle

Topography: Level

Drainage: Assumed adequate

Grade: At grade with the abutting street

Utilities: All public utilities available

Interior or Corner: Interior

Street Frontage 155' on Larson Avenue, then a dead end

Depth 560' Signalized Intersection: No Excess or Surplus Land: N/A

## **Site Characteristics – After Proposed Subdivision**

After the proposed subdivision is completed, the subject property will consist of two adjacent parcels. Parcel 2 will be a flag lot with a 25-foot access driveway from Larson Avenue leading 528 feet to the flag portion of the parcel. It will contain 51,120 square feet.

Parcel 3 will be irregular with the following dimensions starting at the northwest corner:  $403 \times 73 \times 124 \times 451 \times 528 \times 523$ . It will have the same street frontage and access as before and will contain a total of 267,465 square feet.

#### **Flood Zone Data**

Flood Map Panel/Number: 53033C0418H Flood Map Date: 08-19-2020

Flood Zone: AE Zone, A Special Flood Hazard Area (SFHA). SFHA are

defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. Base Flood elevations are known in this

area.

# **Environmental/Hazardous Waste**

We are unaware of any hazardous waste located on the subject property.

# **Easements/Encroachments**

We have not been provided with a title report for the subject property. No unusually burdensome easements or encroachments were noted at the time of inspection.



#### **Other Site Conditions**

We have not been provided with a soils report; however, according to the USDA Web Soil Survey, the subject consists of Oridia silt loam, 0 to 2 percent slopes. It is a very deep, poorly drained soil formed in recent alluvium on floodplains that are subject to occasional brief flooding unless protected. The water table is as high as 0 to 1 foot at times from November through April unless drained. Most of this soil is drained and used for cropland for row crops, seeded grass and clover pasture. No critical areas were noted according to King County iMap.

## **Zoning Designation**

The subject property is zoned LI/M – Light Industrial/Manufacturing.

Zoning Jurisdiction: City of Carnation

Zoning Classification: LI/M. with a Public Use Overlay

Zoning Comments: The light industrial/manufacturing district (LI/M) is

established primarily to accommodate enterprises engaged in the manufacturing, processing, creating, repairing, renovating, painting, cleaning, or assembling of goods, merchandise, or equipment. A public use district (PU) is established as an "overlay" district, meaning that this district is overlaid upon other districts and in addition to the uses permitted by the underlying land use, primarily for government facilities, public schools and related facilities, watersheds and related public utilities. *Our report assumes* 

the property is no longer restricted to public uses.

Permitted uses within this zone include construction offices, food, beverage, apparel, wood and paper manufacturing, printing, metal work, computer and electrical manufacturing, transportation equipment, wholesale businesses, retail sales for auto parts and building materials, warehouse and storage, general services i.e., landscaping, pest control and carpet cleaners, medical laboratories, sports/fitness centers, restaurants, auto repair, industrial laundry and pet care centers.

Density and dimension notes of interest, maximum impervious surface is 75% and maximum building height is 35'-40'.

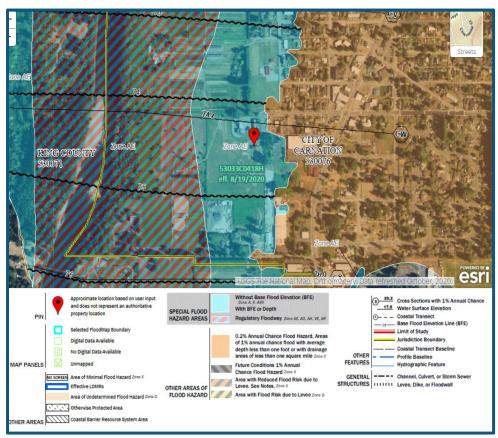


# TAX/PLAT MAP - BEFORE BLA



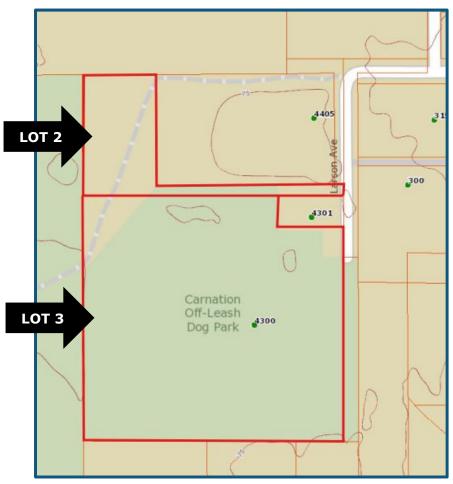


#### **FLOOD MAP**



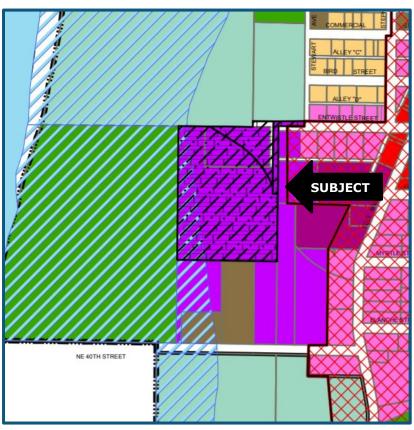


#### **TOPOGRAPHICAL MAP**





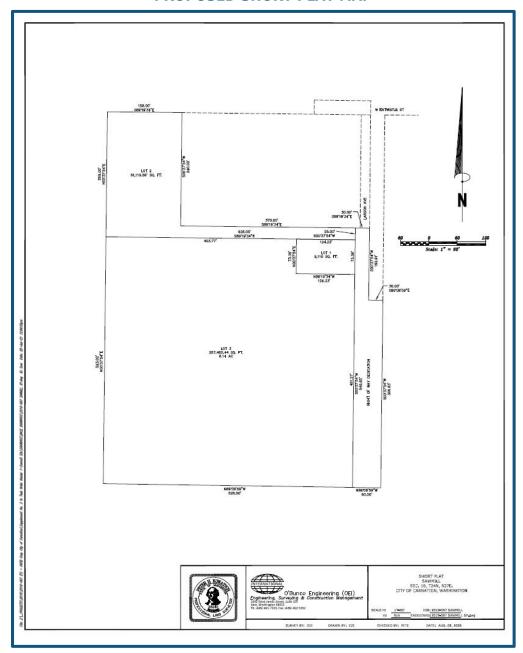
#### **ZONING MAP**







#### **PROPOSED SHORT PLAT MAP**





# **Assessment and Tax Data**

# **Assessment Methodology**

Washington State requires that all real property be taxed at 100% fair market value. The subject is owned by a public entity. The assessment/valuation of government properties was discontinued in 2013, thus no taxes are reported.



# **Market Analysis**

#### **Industrial Market**

According to the CoStar Analytics, the vacancy rate for King County industrial properties decreased to 4.4% in the third quarter of 2021—from 4.8% in Q3 2020. Roughly 400,000 square feet of new net inventory came on in the past year, with positive absorption. Thirteen buildings are under construction which should add another 1.867,000 square feet to the market. Market rental rates for all types of industrial space are quoted at \$13.30 per square foot in O3 2021, increasing from \$11.26 in O3 2020, an increase of over 18%.

There are only a handful of industrial properties in Carnation. The subject lies roughly two miles east of the Redmond industrial submarket, which has a building inventory of 271 buildings containing 8,261,451 square feet. Net absorption was negative at -19,836 square feet in the second quarter of 2021, with negative 12-month net absorption at -177,019 square feet. The vacancy rate for industrial properties in the Redmond submarket was 3.8% in Q2 2021, an increase from 1.6% in Q2 2020. According to CoStar, the 1.6% vacancy rate in Q2 2020 represents the historic low for the Redmond industrial submarket. There have been no reported deliveries in the Redmond submarket over the past year, and just 7,500 square feet have been delivered within the past two years. No buildings are currently under construction. Local market rental rates are quoted were \$16.47 as of Q2 2021, an increase from \$15.82 in Q2 2020. Redmond industrial market statistics are below.

**Industrial Market Statistics - Redmond Market** 

|         | Industrial - All Types of Space |                       |                |         |                |  |  |  |  |  |
|---------|---------------------------------|-----------------------|----------------|---------|----------------|--|--|--|--|--|
| Quarter | Inventory<br>SF                 | SF<br>Under<br>Const. | Net<br>Absorb. | Vacancy | Market<br>Rent |  |  |  |  |  |
| 2021 Q2 | 8,261,451                       | 0                     | -19,836        | 3.8%    | \$16.47        |  |  |  |  |  |
| 2021 Q1 | 8,261,451                       | 0                     | -46,093        | 3.5%    | \$16.22        |  |  |  |  |  |
| 2020 Q4 | 8,261,451                       | 0                     | -15,389        | 3.0%    | \$16.12        |  |  |  |  |  |
| 2020 Q3 | 8,261,451                       | 0                     | -96,720        | 2.8%    | \$15.95        |  |  |  |  |  |
| 2020 Q2 | 8,261,451                       | 0                     | 92,728         | 1.6%    | \$15.82        |  |  |  |  |  |
| 2020 Q1 | 8,261,451                       | 0                     | 193,961        | 2.7%    | \$15.72        |  |  |  |  |  |
| 2019 Q4 | 8,253,951                       | 7,500                 | 15,109         | 5.0%    | \$15.52        |  |  |  |  |  |
| 2019 Q3 | 8,253,951                       | 0                     | -57,088        | 5.2%    | \$15.36        |  |  |  |  |  |
| 2019 Q2 | 8,253,951                       | 0                     | -57,129        | 4.5%    | \$15.18        |  |  |  |  |  |
| 2019 Q1 | 8,253,951                       | 0                     | 21,904         | 3.8%    | \$14.95        |  |  |  |  |  |
| 2018 Q4 | 8,253,951                       | 0                     | 78,376         | 4.1%    | \$14.70        |  |  |  |  |  |
| 2018 Q3 | 8,253,951                       | 0                     | 119,322        | 5.0%    | \$14.46        |  |  |  |  |  |
| 2018 Q2 | 8,188,951                       | 65,000                | 84,452         | 5.7%    | \$14.33        |  |  |  |  |  |
| 2018 Q1 | 8,188,951                       | 65,000                | -233,455       | 6.8%    | \$14.21        |  |  |  |  |  |
| 2017 Q4 | 8,188,951                       | 65,000                | -18,505        | 3.9%    | \$13.98        |  |  |  |  |  |
| 2017 Q3 | 8,188,951                       | 0                     | -3,627         | 3.7%    | \$13.74        |  |  |  |  |  |
| 2017 Q2 | 8,188,951                       | 0                     | -44,925        | 3.6%    | \$13.53        |  |  |  |  |  |
| 2017 Q1 | 8,188,951                       | 0                     | 26,128         | 3.1%    | \$13.41        |  |  |  |  |  |
| 2016 Q3 | 8,188,951                       | 0                     | 170,381        | 4.0%    | \$12.94        |  |  |  |  |  |
| 2016 Q2 | 8,188,951                       | 0                     | 28,225         | 6.1%    | \$12.71        |  |  |  |  |  |
| 2016 Q1 | 8,188,951                       |                       | 127,177        | 6.5%    | \$12.45        |  |  |  |  |  |

Source: CoStar



# **Highest and Best Use**

Highest and best use is defined as: 1

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

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

## **Analysis of Highest and Best Use As If Vacant**

#### Legally Permissible

The subject site is zoned LI/M which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property providing for a consistency in the use within the general neighborhood. The location of the subject property is appropriate for the uses allowed and a change in zoning is unlikely. We have not been provided with a title report and therefore have no specific information regarding existing easements; however, none were noted at the time of inspection, nor are there any known legal matters that would materially impact development of the subject site. Should information to the contrary be provided in the future, we reserve the right to revise our opinion of value.

#### Physically Possible

Elements such as availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There is a flood concern with the property, though some building is anticipated to be possible on the eastern portion of the property. Possible uses for the balance include yard storage, similar to many light industrial properties. The subject has access to all public utilities and has level topography. Access to the subject is via public street and alley. To our knowledge, there are no additional physical issues which would materially limit appropriate and likely development.

#### Financially Feasible

The probable use of the site for light industrial use and development conforms to the pattern of land use in the market area. Coupled with limited industrial nearby development and low vacancy for such uses, we believe development of the subject site to be well received in this market. Such light industrial uses consistent with the zoning code are expected to be financially feasible.

#### Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for light industrial use, including a combination of limited development and yard storage uses.

<sup>&</sup>lt;sup>1</sup> From *The Appraisal of Real Estate*, Fifteenth Edition, 2020, Appraisal Institute, page 306



## **Analysis of Highest and Best Use as Improved**

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

The subject is unimproved land.

## **Most Probable Buyer**

As of the date of value, the most probable buyer of the subject property is an owner user or developer.



# **Valuation Methodology**

Appraisers develop an opinion of property value for vacant land with specific appraisal procedures that reflect four distinct methods of data analysis: the sales comparison approach, direct capitalization: land residual method, direct capitalization: ground rent capitalization, and yield capitalization: subdivision development method. One or more of these approaches are used in all estimations of value.

- <u>Sales Comparison Approach</u> In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- <u>Direct Capitalization: Land Residual Method</u> The land residual methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.
- <u>Direct Capitalization: Ground Rent Capitalization</u> A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- <u>Yield Capitalization: Subdivision Development Method</u> Also known as Discounted Cash Flow Analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the sales comparison approach. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.



# **Sales Comparison Approach**

## Methodology

Site Value is most often estimated using the Sales Comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. The Client has asked for a separate valuation of proposed Parcels 2 and 3.

#### Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

#### **Elements of Comparison**

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

#### **Lot 2 Valuation**

#### Comparable Sales Data

To obtain and verify comparable sales of vacant land, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database. We attempted to find sales of vacant commercial land with similar zoning and physical characteristics within the Snoqualmie Valley. The sales used are considered to be the best indicators of value for the subject property.

The following is a table summarizing each sale comparable, a map illustrating the location of each in relation to the subject, in this case Parcel 2.



# Comparable Land Sales Chart

Carnation Sawmill/Dog Park Site - Small

| ID | Name                                     | City       | Sale<br>Date | Analysis<br>Price | Zoning | Usable Land<br>Size (sf) | Price/<br>sf |
|----|--|------------|--------------|-------------------|--------|--------------------------|--------------|
|    | arcels (Industrial)                      | ,          |              |                   |        | 0 (0.)                   |              |
| 1  | Maltby Industrial Site                   | Snohomish  | Aug-17       | \$1,254,500       | IP     | 104,544                  | \$12.00      |
|    | 20031 87th Avenue                        |            |              |                   |        |                          |              |
| 2  | Monroe Industrial                        | Monroe     | Jun-21       | \$750,000         | LI     | 38,333                   | \$19.57      |
|    | 17240 Tye Street SE                      |            |              |                   |        |                          |              |
| 3  | Mount Vernon Commercial/Industrial       | Mt. Vernon | Jan-20       | \$335,000         | C-L    | 42,199                   | \$7.94       |
|    | 225 Chenoweth Street                     |            |              |                   |        |                          |              |
| 4  | Mountain View Business Centre            | Everett    | Aug-18       | \$3,075,000       | M1     | 189,486                  | \$16.23      |
|    | SWC Industry Street & Associated Blvd    |            |              |                   |        |                          |              |
| 5  | 300 NB Way North Bend                    | North Bend | May-18       | \$599,000         | DC     | 103,237                  | \$5.80       |
| 6  | 45554 SE North Bend Way                  | North Bend | Nov-19       | \$1,410,000       | EP2    | 110,642                  | \$12.74      |
| 7  | 13224 436th Avenue SE                    | North Bend | Jun- 19      | \$1,200,000       | NB     | 124,582                  | \$9.63       |
| 8  | 43412 SE North Bend Way                  | North Bend | Oct-18       | \$1,230,000       | EP1    | 110,620                  | \$11.12      |
|    | Subject Property                         |            |              |                   |        |                          |              |
|    | Lot 2 - W. of Larson, South of Entwistle | Carnation  |              |                   | LI/M   | 51,120 sf(G              | ross)        |



#### **COMPARABLE SALES MAP - LOT 2** Fidalgo Island rnon (20) Swede Heaven 530 Oak Harbor Land Sale No. 3 Darrington Coupeville Arlington Camano Island Land Sale No. 4 Mt. (9) Port Townsend Baker-Snoqual National Fore Granite Falls Marysville (92) Port Hadlock-Irondale Whidbey Island Land Sale No. 2 01) (19) 5 Snohomis (104) Gold Bar Monroe ilcene Index Lynnwood (203) (307) [2] Land Sale No. 1 Poulsbo Land Sale No. 6 (3) non Redmond Silverdale **Subject Property** (305) Seattle 90 Bremerton (304) Land Sale N Land Sale No. 7 (160) Renton (509) Belfair (16) SeaTac 90 Vashon Island Snoqual Pass Kent (18) Land Sale No. 8 Federal Way

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## **Discussion of Adjustments – Lot 2**

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment to the comparable was applied if inferior. A summary of the elements of comparison follows.

#### <u>Transactional Adjustments</u>

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

Sales prices range from \$5.80 to nearly \$20 per square foot, but each comparable requires adjustment for comparison. In comparison to the subject, the sales have been adjusted for differences in market conditions, location, and a variety of physical characteristics. Certain adjustments will be discussed in additional detail in this section. The first category of adjustments includes rights conveyed, market conditions (time), financing, and issues relating to the interests purchased. The subsequent category of adjustments reflects the physical features and locational differences.

Rights Conveyed relates to the actual interests transferred. In terms of the rights conveyed, we applied no adjustments, as all were essentially transfers of fee interests without entitlements.

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

Financing adjustments are necessary for sales that were financed with atypical terms. This includes seller financing with non-market interest rates or abnormal down payment levels; the theory being that a comparable figure for use in appraisal analysis should reflect a cash-equivalent price, or a price that is in line with existing market terms at the time of sale. Although seller financing is not uncommon in this area, we have confirmed financing terms with parties involved in the transactions and have determined that all of the comparable sales were either cash, or seller-financed with market terms. Therefore, no adjustments were necessary.

In terms of adjustment support for time (market conditions), we have reviewed the market in the subject's marketing area. The results of this search made clear that paired sales activity is extremely limited for this type of property. Nonetheless, based on the industrial market trends outlined in our market analysis section, sales older than 1 year have been adjusted appropriately.

#### Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In this case, we have utilized qualitative adjustments. These adjustments are based on locational and physical characteristics and are applied after the application of



transaction and market conditions adjustments. Physical characteristics, including differences in the location, size, intensity of use, and zoning or land use issues, are now discussed and associated adjustments for each parcel are reflected in the charts as follows:

**Location:** Location adjustments are somewhat subjective and have been made, when

appropriate, to address differences in overall appeal, higher or lower overall values, and proximity to major employment centers and other amenities. Sale 3 is an overall inferior location, while the balance of the sales are superior to

varying degrees. Adjustments are applied as necessary.

**Size:** The subject consists of a single tax parcel totaling 51,120 square feet.

Because our analysis is based upon unit price (price per square foot), properties with significantly larger square footage typically sell for a lower unit price versus those which are smaller. This is based upon the principle of economies of scale. In terms of a unit price adjustment the majority of the sales are within a market range considered similar in the actual utility of the

property. An adjustment is applied only to the largest sale in our chart.

**Utilities:** Utility adjustments include power, water, and septic/sewer. The subject has

access to all public utilities. Some of the Sales lack public sewer and

adjustment have been made accordingly.

**Site Quality:** Site quality adjustments can include, but are not limited to overall appeal,

access, visibility, traffic counts, shape and topography, encumbering easements, and overall characteristics necessary for development. The subject is rectangular in shape, with a flag access strip. It has mild topography but has floodplain impacts which will affect the level of intensity for future development. Some of the Sales are also affected by flood issues and adjustments are applied as appropriate. Other site quality issues are

considered in the overall adjustment in this category.

Zoning/Land Use: All of the sales are located in zones with similar permitted uses, though the

two in North Bend are considered to have a somewhat more flexible zone, for

which downward adjustments are applied.

The overall adjustments for Parcel 2 are summarized as follows:

**Adjustment Chart** 

Carnation Sawmill/Dog Park Site - Small

|      |          | Transact | ional Adj | <u>ustments</u> |        | Physical Adjustments |           |          |         |           |         |          |            |  |
|------|----------|----------|-----------|-----------------|--------|----------------------|-----------|----------|---------|-----------|---------|----------|------------|--|
|      | Analysis | Rights   | Condition | s               | Market |                      | Interim   |          |         |           | Site    | Zoning/  | Cumulative |  |
| Sale | Price    | Conveyed | of Sale   | Financing       | Cond.  |                      | Indicator | Location | Size    | Utilities | Quality | Land Use | Indication |  |
| 1    | \$12.00  | 0        | 0         | 0               | Inf(+) | >                    | \$12.00   | Sup(-)   | No Adj. | Inf(+)    | Sup(-)  | No Adj.  | Superior   |  |
| 2    | \$19.57  | 0        | 0         | 0               | 0      | =                    | \$19.57   | Sup(-)   | No Adj. | No Adj.   | Sup(-)  | No Adj.  | Superior   |  |
| 3    | \$7.94   | 0        | 0         | 0               | 0      | =                    | \$7.94    | Inf(+)   | No Adj. | No Adj.   | Sup(-)  | No Adj.  | Similar    |  |
| 4    | \$16.23  | 0        | 0         | 0               | Inf(+) | >                    | \$16.23   | Sup(-)   | Inf(+)  | No Adj.   | Sup()   | No Adj.  | Superior   |  |
| 5    | \$5.80   | 0        | 0         | 0               | Inf(+) | >                    | \$5.80    | Sup(-)   | No Adj. | No Adj.   | Inf(++) | No Adj.  | Inferior   |  |
| 6    | \$12.74  | 0        | 0         | 0               | Inf(+) | >                    | \$12.74   | Sup(-)   | No Adj. | No Adj.   | Sup(-)  | Sup(-)   | Superior   |  |
| 7    | \$9.63   | 0        | 0         | 0               | Inf(+) | >                    | \$9.63    | Sup(-)   | No Adj. | No Adj.   | Sup(-)  | No Adj.  | Superior   |  |
| 8    | \$11.12  | 0        | 0         | 0               | Inf(+) | >                    | \$11.12   | Sup(-)   | No Adj. | No Adj.   | Inf(+)  | Sup(-)   | Superior   |  |

As shown above, the sales range from a low of \$5.80 to nearly \$20.00, per square foot prior to adjustment. This range narrows significantly after adjustment, with a lower limit to value being established at \$5.80 per square foot and the upper limit by Sale 7 at \$9.63 per square foot. Most of the Sales are analyzed based on usable land area. The subject flag area, while not *unusable*, in the strictest sense, it does serve to reduce the area available for future building or yard storage area since it is necessary for access. We have not



eliminated this area from our analysis at this point, and will consider this in the final reconciliation. Thus, a conclusion at the lower end of the range would be supported, and a value of \$7.50 per square foot is concluded. This is equivalent to \$9.20 per square foot of effective buildable land area and is within the indicated range by the Comparable Sales. With this in mind, the value of the subject Parcel 2, is as follows:

51,120 SF x \$7.50/SF = \$383,400

\$385,000 (rounded)



# **Lot 3 Valuation**

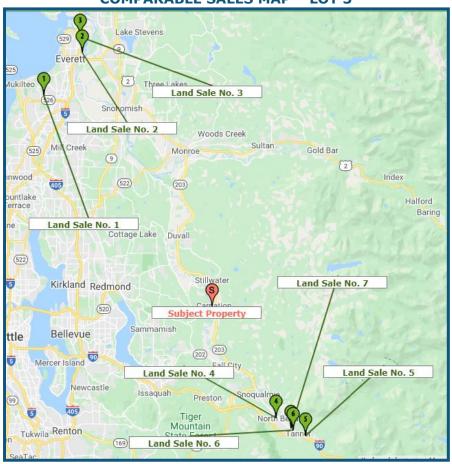
Lot 3 is larger than Lot 2 and different Sales are appropriate. The following chart summarizes the Sales used in this analysis.

**Comparable Land Sales Chart** 

Carnation Sawmill/Dog Park Site - Large

| ID      | Name  | City           | Sale<br>Date | Analysis<br>Price | Zoning | Usable Land<br>Size (sf) | Price/<br>sf |
|---------|---|----------------|--------------|-------------------|--------|--------------------------|--------------|
| Large P | Parcels   | ,              |              |                   |        |                          |              |
| 1       | Everett Industrial<br>1475-1500 75th Street SW    | Everett        | Dec-20       | \$3,120,000       | M1     | 392,911                  | \$7.94       |
| 2       | Riverside Industrial<br>38xx 26th Place           | Everett        | Mar- 18      | \$3,400,000       | M2     | 574,121                  | \$5.92       |
| 3       | FedEx Freight Site<br>625 Riverside Road          | Everett        | Feb-17       | \$4,734,923       | M2     | 701,470                  | \$6.75       |
| 4       | 300 NB Way North Bend                             | North Bend     | May-18       | \$599,000         | DC     | 103,237                  | \$5.80       |
| 5       | 45554 SE North Bend Way                           | North Bend     | Nov-19       | \$1,410,000       | EP2    | 110,642                  | \$12.74      |
| 6       | 13224 436th Avenue SE                             | North Bend     | Jun-19       | \$1,200,000       | NB     | 124,582                  | \$9.63       |
| 7       | 43412 SE North Bend Way                           | North Bend     | Oct-18       | \$1,230,000       | EP1    | 110,620                  | \$11.12      |
|         | Subject Property<br>Southwest of Larson Avenue Te | rmin Carnation |              |                   | LI/M   | 267,465                  |              |

#### **COMPARABLE SALES MAP - LOT 3**





## **Discussion of Sales and Adjustments - Parcel 3**

Similar to the analysis above, the transactional and physical characteristics of each Sale require adjustment relative to the subject.

#### Transactional Adjustments

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

Sales prices range from \$5.80 to nearly \$13.00 per square foot, but each comparable requires adjustment for comparison. In comparison to the subject, the sales have been adjusted for differences in market conditions, location, and a variety of physical characteristics. Certain adjustments will be discussed in additional detail in this section. The first category of adjustments includes rights conveyed, market conditions (time), financing, and issues relating to the interests purchased. The subsequent category of adjustments reflects the physical features and locational differences.

*Rights Conveyed* relates to the actual interests transferred. In terms of the rights conveyed, we applied no adjustments, as all were essentially transfers of fee interests without known entitlements.

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

Financing adjustments are necessary for sales that were financed with atypical terms. This includes seller financing with non-market interest rates or abnormal down payment levels; the theory being that a comparable figure for use in appraisal analysis should reflect a cash-equivalent price, or a price that is in line with existing market terms at the time of sale. Although seller financing is not uncommon in this area, we have confirmed financing terms with parties involved in the transactions and have determined that all of the comparable sales were either cash, or seller-financed with market terms. Therefore, no adjustments were necessary.

In terms of adjustment support for time (market conditions), we have reviewed the market in the subject's marketing area. The results of this search made clear that paired sales activity is extremely limited for this type of property. Similar adjustments are applied as in the Site 2 analysis previously.

#### Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In this case, we have utilized qualitative adjustments. These adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments. Physical characteristics, including differences in the location, size, intensity of use, and zoning or land use issues, are now discussed and associated adjustments for each parcel are reflected in the chart. The characteristics are similar to those found in the previous Site 2 analysis. Our summary adjustment chart is, therefore, presented as follows:



**Adjustment Chart** 

| Carna            | ation Saw                            | Transac          | tional Adi  |                  |                                  |             |                                      |                                      | Dhye                                  | cal Adiust                               | m o m t o                             |  |  |
|------------------|--------------------------------------|------------------|-------------|------------------|----------------------------------|-------------|--------------------------------------|--------------------------------------|---------------------------------------|--|---------------------------------------|--|--|
| Sale             | Analysis<br>Price                    | Rights           | Condition   |                  | Market<br>Cond.                  |             | Interim<br>Indicator                 | Location                             | Size                                  | Utilities                                | <u>ments</u><br>Site<br>Quality       | Zoning/<br>Land Use                      | Cumulative<br>Indication                   |
| 1<br>2<br>3<br>4 | \$7.94<br>\$5.92<br>\$6.75<br>\$5.80 | 0<br>0<br>0<br>0 | 0<br>0<br>0 | 0<br>0<br>0<br>0 | 0<br>Inf(+)<br>Inf(++)<br>Inf(+) | =<br>><br>> | \$7.94<br>\$5.92<br>\$6.75<br>\$5.80 | Sup(-)<br>Sup(-)<br>Sup(-)<br>Sup(-) | No Adj.<br>Inf(+)<br>Inf(+)<br>Sup(-) | No Adj.<br>No Adj.<br>No Adj.<br>No Adj. | Sup(-)<br>No Adj.<br>Sup(-)<br>Inf(+) | No Adj.<br>No Adj.<br>No Adj.<br>No Adj. | Superior<br>Inferior<br>Similar<br>Similar |
| 5<br>6<br>7      | \$12.74<br>\$9.63<br>\$11.12         | 0<br>0<br>0      | 0<br>0<br>0 | 0<br>0<br>0      | Inf(+)<br>Inf(+)<br>Inf(+)       | ><br>><br>> | \$12.74<br>\$9.63<br>\$11.12         | Sup(-)<br>Sup(-)<br>Sup(-)           | Sup(-)<br>Sup(-)<br>Sup(-)            | No Adj.<br>No Adj.<br>No Adj.            | Sup(-)<br>Sup(-)<br>Sup(-)            | Inf(+)<br>No Adj.<br>Inf(+)              | Superior<br>Superior<br>Superior           |

As shown above, the sales range from a low of \$5.80 to nearly \$13.00, per square foot prior to adjustment. This range narrows significantly after adjustment, with a lower limit to value being established at \$5.80 per square foot and the upper limit by Sale 1 at roughly \$8.00 per square foot. Industrial land throughout the region is in demand currently, and the subject provides an opportunity for such a use, albeit in a somewhat remote location relative to alternative industrial areas. With this in mind, a value of \$6.50 per square foot is concluded as reasonable, and the value of the subject Parcel 3, is calculated as follows:

267,465 SF x \$6.50/SF = \$1,738,523

\$1,740,000 (rounded)



# **General Assumptions and Limiting Conditions**

This appraisal is subject to the following limiting conditions:

- 1. The legal description if furnished to us is assumed to be correct.
- 2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
- 3. Unless otherwise noted, the appraisal will value the property as though free of contamination. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
- 4. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing on the subject property.
- 5. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, and the Appraiser is not required to do so unless prior arrangements have been made.
- 6. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein.
- 7. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
- 8. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
- 9. Possession of this report, or a copy thereof, does not carry with it the right of publication, neither all, nor part. The identity of the appraisers or reference to any professional appraisal organization or the firm with which the appraisers are connected shall not be disseminated to the public through any means.
- 10. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
- 11. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of ABS Valuation and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein.



- 12. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
- 13. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.
- 14. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
- 15. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden, or unapparent structural components within the improvements. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated.
- 16. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction.
- 17. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the basements, fenced/gated day inspection, areas, grade greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
- 18. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report.
- 19. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
- 20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA,



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

- 21. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
- 22. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
- 23. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser.
- 24. You and ABS Valuation both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If ABS Valuation and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against ABS Valuation or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by ABS Valuation for this assignment, and under no circumstances shall any claim for consequential damages be made.
- 25. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.



# **Certification of Value**

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

- 1. The statements of fact contained in this report and upon which the opinions herein are based are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no interest, either present or prospective in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 4. I have no bias with respect to the subject property, or to the parties involved.
- 5. My engagement in this assignment was in no way contingent upon developing or reporting predetermined results, nor was it based on a requested minimum valuation, a specific value, or the approval of a loan.
- 6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- 8. I have not performed valuation or consulting services on this property in the past three vears.
- 9. I have made a personal inspection of the subject property.
- 10. No one provided significant real property appraisal assistance to the person signing this certification, with the exception of the person(s) shown on additional certification(s), if enclosed.
- 11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 12. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

S. Murray Brackett, MAI State Cert. #27011-1100853



# **Addenda**

Qualifications

• S. Murray Brackett, MAI



# Qualifications



# Qualifications of S. Murray Brackett, MAI

# **Principal**

**ABS Valuation** 

#### **Education**

Bachelor of Arts in Business Administration, Western Washington University, 1985, with an emphasis on real estate.

#### **Professional Education**

Appraisal Courses: All appraisal courses required for MAI designation.

Seminars and Continuing Education (abbreviated summary of coursework):

- Easement Valuation
- UASFLA Seminar (Yellow Book)
- Real Estate Law
- Appraising From Blueprints
- Complexities of Predevelopment Land
- The Appraiser as Expert Witness
- Litigation Skills for the Appraiser
- The New Frontier of Takings Law
- Partial Acquisitions Workshop
- Condemnation Appraisal & Mock Trial
- Conservation Easement Appraisal Certificate Course

#### **Professional Affiliation**

Member, Appraisal Institute. Received MAI Designation May 2, 1997 (Member No. 11,258) Past President (2003), Seattle Chapter of the Appraisal Institute Member, International Right-of-Way Association

Associate Member, Washington Airport Manager's Association

# **Appraisal Experience**

Principal with ABS Valuation. Responsibilities include the full range of residential, retail, commercial and industrial real estate valuation. Retail experience includes the full range of properties from single sites to large neighborhood retail complexes. Office and Industrial properties exceeding 100,000 square feet have been prepared for various purposes. Appraisals have been prepared on such diverse properties such as airport-related facilities, park lands, subdivisions and golf courses, as well as traditional commercial and industrial improved property. Improved and Unimproved valuations have been performed for acquisitions in fee, leased fee and leasehold interests, partial takings, and various partial interests including the following: conservation easements, utility easements, subsurface easements, air-rights/avigation easements, and minority interests. Numerous Appraisals have been prepared for use in litigation, including eminent domain dispute resolution, condemnation and inverse condemnations. UASFLA-compliant Appraisals have been prepared for a wide variety of agencies on a wide range of property types.



#### S. MURRAY BRACKETT, MAI (cont.)

Qualified as an expert witness in King, Kitsap and Pierce County Superior Courts, US District Court, and Federal Bankruptcy Court. Geographic experience includes assignments in Washington, California, Oregon, Idaho, Nebraska, Iowa, Kansas, South Dakota, Alaska, and British Columbia.

#### Other Experience

**Instructor:** Instructor, Income Property Appraisal, Lk Wa. Voc-Tec.

IRWA-Qualified as Level 3 Facilitator

#### **Sample Presentations:**

November 2019 – Anatomy of an Appraisal Trial, for L.S.I.

December 2014 Appraisal Institute Webinar – Appraising Airports and Airplane Hangars

December 9, 2010 - AI-Seattle Fall R.E. Conference – Panelist/presenter - Partial Acquisitions in Eminent Domain cases.

September 2009 - Valuation of Airport Properties, WAMA

October 2003 - WPMA Conference - "The Valuation of Non-Water Dependent Properties."

#### **Representative Client List**

#### Cities/Counties

Cities of Bellevue, Burien, Kirkland, Seattle, Kent, Everett, Renton, Auburn, Arlington, Anacortes, Tacoma, Mount Vernon, North Bend, Snoqualmie, Lake Forest Park, Kenmore, Bothell, Lynnwood, Port Angeles, Maple Valley, Puyallup, Woodinville, Shoreline, and SeaTac. Counties of King, Snohomish, Pierce, Kitsap, Thurston, and Skagit.

#### Government

Ports of Seattle, Everett, Olympia, Grays Harbor, Bremerton, Port Angeles, and Friday Harbor. Washington State Parks, WSDOT (Approved Appraiser List), DNR, Federal Aviation Administration, Internal Revenue Service, King County DNR, GSA, U.S. Navy, San Juan County Land Bank, Northshore School District, Everett School District, Snohomish School District, Sound Transit, USACE.

#### Financial Institutions

Bank of America, U.S. Bancorp, Key Bank, Wells Fargo Trust, Commerce Bank, Homestreet Bank, Umpqua (Banner) Bank, Charter Bank, Union Bank.

#### Airports

Sea-Tac International Airport, Renton Municipal, Auburn Municipal, Snohomish County Airport (Paine Field), Arlington Municipal, Bellingham International, Olympia Airport, William Fairchild (Port Angeles), Spokane Int'l, Centralia/Chehalis, Bremerton National, Pullman Airport, and Friday Harbor Airport.



#### S. MURRAY BRACKETT, MAI (cont.)

#### Corporations and Non Profits

Weyerhaeuser Company, WRECO, Tramco, Plum Creek, McDonalds Corporation, Gull Industries, Puget Sound Energy, Development Services of America (DSA), FSA, Winmar Company, Jr. Achievement, Lowe Enterprises, PACCAR, Inc., The Trust for Public Land, Cascade Land Conservancy, Fletcher General Construction, Manke Lumber Company, Simpson Timber Company, New Ventures Group, OTAK, American Forest Resources, HDR, Inc., Hancock Natural Resources Group, Sierra Pacific Industries, Quadrant, Port Blakely Communities, Lowe Enterprises, Parsons Brinckerhoff, CH2M-Hill.

#### Attorneys

Hillis, Clark, Martin & Peterson; Kenyon Disend; Perkins Coie; Tousley Brain; Inslee Best; Graham and Dunn; Chmelik, Sitkin & Davis; Foster Pepper; Short Cressman; Davis Wright & Tremaine; Betts Patterson; Karr Tuttle Campbell; Anderson Hunter; Riddell Williams; Williams Kastner; Krutch Lindell; Curran Mendoza; Williams and Williams; and King County Prosecuting Attorney.

<u>State Certification Number - General</u>: 27011-1100853 <u>Expiration</u>: 11/21/21 (Revised 11/20/19)

Attachment B: Title Report

Issued By:



Guarantee/Certificate Number:

213637-SC Revision

#### CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

#### **GUARANTEES**

City of Carnation

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

#### LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent

SEAL \*\*\*\*

Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary

#### **ISSUING OFFICE:** Title Officer: Team Zeke Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Main Phone: (206)628-5610 Email: TeamZeke@ctt.com

#### **SCHEDULE A**

| Liability  | Premium  | Tax     |
|------------|----------|---------|
| \$1,000.00 | \$350.00 | \$35.88 |

Effective Date: September 9, 2021 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

City of Carnation, a Washington municipal corporation

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

#### **END OF SCHEDULE A**

#### **EXHIBIT "A"**

**Legal Description** 

| For APN/Parce | I ID(s): | 162507-9073 |
|---------------|----------|-------------|
|---------------|----------|-------------|

Lot 1, City of Carnation Boundary Line Adjustment LLA-06-00001, recorded under <u>recording number 20060727900005</u>, in King County, Washington.

#### **SCHEDULE B**

#### **GENERAL EXCEPTIONS**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

#### SPECIAL EXCEPTIONS

1. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Recording Date: January 29, 1993 and April 26, 1999

Recording No.: 9301299001 Recording No.: 9904269003

Matters shown: Discrepancies between boundary lines of said premises and the location of fence lines.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc.

Purpose: One or more utility systems for transmission, distribution and sale of gas and electricity

Recording Date: September 27, 2006 Recording No.: 20060927001586

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment LLA06-00001:

Recording No: 20060727900005

4. Temporary Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Interwest Construction, Inc., a Washington corporation

Purpose: Site improvement agreement

Recording Date: March 11, 2021 Recording No.: 20210311001167

- 5. Any questions or claims related to the existence or exact location of the Great Northern Railway Company right of way as described and delineated on the Boundary Line Adjustment recorded under <a href="recording number 2006077900005">recording number 2006077900005</a>.
- 6. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account No.: 162507-9073

Levy Code: 0971 Assessed Value-Land: \$0.00 Assessed Value-Improvements: \$0.00

#### **SCHEDULE B**

(continued)

7. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2021

Tax Account No.: 162507-9073

Levy Code: 0971 Assessed Value-Land: \$0.00 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$20.40 Paid: \$20.40 Unpaid: \$0.00

8. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.

Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at <a href="mailto:CapChargeEscrow@kingcounty.gov">CapChargeEscrow@kingcounty.gov</a>.

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

- 9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 10. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot(s): Lot 1 Subdivision: BLA 20060727900005 APN/Parcel ID(s): 162507-9073

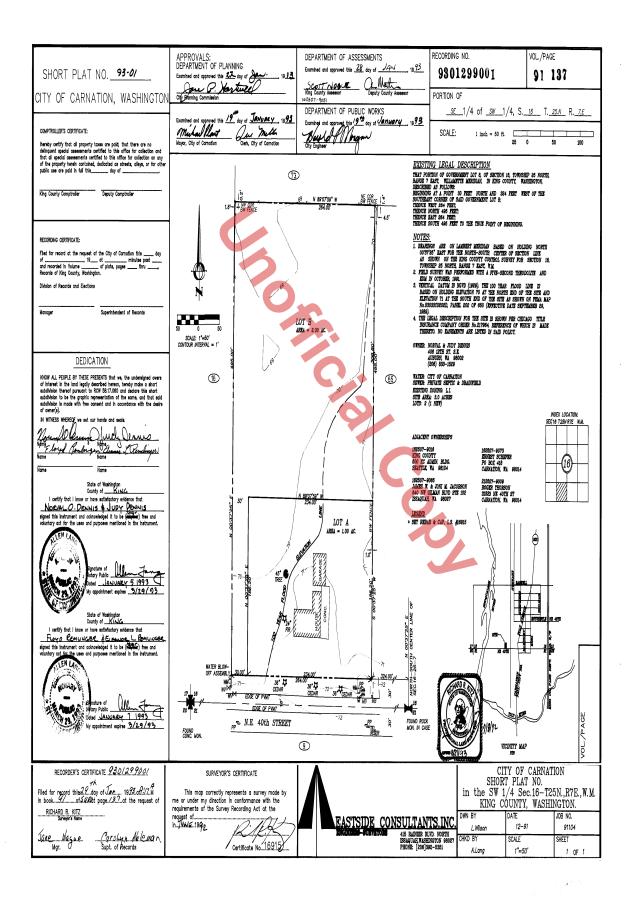
Tax Account No.: 162507-9073

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

4301 Larson Avenue Carnation, WA 98014

#### **END OF SCHEDULE B**

<sup>\*</sup> A map showing sewer service area boundaries and incorporated areas can be found at: http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx



CONC MON

PAGE 2 OF 2

## LEGAL DESCRIPTION

#### PARCEL A:

THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE SOUTH 525 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET OF THE NORTH 393 FEET, MORE OR LESS.

AND EXCEPT THAT PORTION THEREOFLYING NORTHEAST OF THE SOUTHWESTERLY MARGIN OF AN ABANDONED GREAT NORTHERN RAILWAY COMPANY SPUR TRACK.

#### PARCEL B:

THE SOUTH 30 FEET OF THE WEST 120 FEET OF THE EAST 150 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THAT PORTION OF GOVERNMENT LOT BLYING NORTHEAST OF THE SOUTHWESTERLY MARGIN OF AN ABANDONED GREAT NORTHERN RAILWAY COMPANY SPUR TRACK:

EXCEPT THE EAST 30 FEET THEREOF, ALL IN SECTION 16, TOWNSHIP 25 NORTH.RANGE 7 EAST.W.M..IN KING COUNTY.WASHINGTON.

#### RAILROAD NARRATIVE

ALIGNMENT OF GREAT NORTHERN RAILWAY COMPANY RIGHT OF WAY SHOWN ON THIS MAP WAS DETERMINED BY SCALING THE KING COUNTY ASSESSOR'S MAP. THE GREAT NORTHERN RAILWAY, CASCADE DIVISION, MONROE -TOLT SECTION, WASHINGTON RIGHT OF WAY AND TRACK MAP, OBTAINED FROM THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SHOWS NO ALIGNMENT INFORMATION CONCERNING THE SPUR TRACK LOCATED IN GOVERNMENT LOT 8, SECTION 16, TOWN SHIP 25 NORTH, RANGE 7 EW M, KING COUNTY, WASHINGTON. AN EASEMENT RECORDED IN BOOK 1172, PAGE 152, WAS GRANTED TO THE GREAT NORTHERN RAILWAY COMPANY BY THE TOLT RIVER LUMBER COMPANY APRIL 1, 1922. THE EASEMENT REFERS TO THE RAILROAD LOCATION "AS LOCATED, CONSTRUCTED AND OPERATED". ALSO, A WARRANTY DEED RECORDED IN BOOK 1235, PAGE 335, REFERS TO THE RAILROAD LOCATION "AS LOCATED AND CONSTRUCTED". A PHYSICAL INSPECTION OF THE SURVEYED LAND SHOWS NO EVIDENCE OF A RAILROAD TRACK OR RAILROAD BED TO BE IN EXISTENCE. THE ALIGNMENT SHOWN ON THE MAP IS MERELY TO PERPETUATE THE PRIOR EXISTENCE OF A RAILROAD RIGHT OF WAY AND IN NO WAY SHOULD BE USED TO PERPETUATE THE EXACT LOCATION OF THE GREAT NORTHERN RAILWAY COMPANY'S ABANDONED RIGHT OF WAY.

THE UNDERSIGNED HEREBY CERTIFIES TO

CITY OF CARNATION

PACIFIC NORTHWEST TITLE CO. OF WASHINGTOW MC.

THAT THIS SURVEY CORRECTLY SHOWS THE PREMISES DESCRIBED HEREIN, THE LOCATION OF ALL BUILDING STRUCTURES AND OTHER IMPROVEMENTS LOCATED THEREON, ALL APPLICABLE SETBACK LINES, EASEMENTS, RIGHTS OF WAY AND ALL OTHER ENCROACHMENTS, RESTRICTIONS AND ENCUMBERANCES ONTO OR FROM THE PREMISES OR THAT ARE OF RECORD. THE PREMISES CONTAINES 10.46 ACRES AND ZERO PARKING SPACES AND IS LOCATED WITHIN A FLOOD PLAIN AREA. THE PREMISES AS DESCRIBED IN THE SURVEY, DOES NOT CONSTITUTE AN ILLEGAL SUBDIVISION OF LAND UNDER APPLICABLE COUNTY OF CITY ORDINANCES.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM
LAND TITLE SURVEYS", JOINTLY EASTABLISHED
AND ADOPTED BY ALTA, ACSM AND NSPS
IN 1997, AND INCLUDES ITEMS 1, 4.5, 8, 10, 11
OF TABLE A THEREOF, AND (ii) PURSUANT TO THE
ACCURACY STANDARDS (AS ADOPTED BY ALTA
AND ACSM AND IN EFFECT ON THE DATE OF THIS
CERTIFICATION ) OF AN LIPBAN SURVEY CERTIFICATION ) OF AN URBAN SURVEY.

LS 14096

ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION SEPTEMBER 27, 1997.

ADOPTED BY THE BOARD OF DIRECTION, AMERICAN CONGRESS ON SURVEYING AND MAPPING ON APRIL 10, 1997

ADOPTED BY THE BOARD OF DIRECTION, NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS APRIL 8, 1997

AMERICAN LAND TITLE ASSOCIATION 1828 L ST., STE 705 WASHINGTON, D.C. 20036

AMERICAN CONGRESS ON SURVEYING AND MAPPING 5410 GROSVENOR LANE BETHESDA, MD 20814

NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS 5410 GROSVENOR LANE BETHESDA, MD 20814

# LAND TITLE SURVEY GOVTLOT8&NE1/4, SW 1/4 SEC16-TWP25N-R7E, W.M. IRON PIPE W/ BR CAP 1330.52 PER EASTSIDE 1326,99

Scale 1'' = 100'THEO CTR 2661.04 1330,52 CONC MON W/ CPPR DSK S89'19'34"E 120.00 S89'19'34"E 1326.99 738.99 438.00 **GOVT LOT 8** PARCEL B S16-T25N-R7EWM NO MON PARCEL A APPROXIMATE LOCATION OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT OF WAY(SEE NOTE) 1323.46 1323.46 N89'08'59"W CONC MON W/ BR CAP W/ BR CAP 4/5/99

### RECORDING#

#### RECORDING CERTIFICATE

FILED FOR RECORD BY HOLIMAIG, WASELL & ASSOC, THIS 19 \_\_\_\_\_ A.D. AND RECORDED DAY OF\_

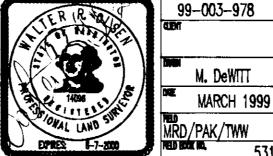
IN BOOK OF SURVEYS ON PAGE\_ COUNTY, WASHINGTON. RECORDS OF

shut me MANAGER SUPT. OF RECORDS

## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF CARNATION

THE 1ST DAY OF APRIL CERTIFICATE NO. L.S. 14096 PROFESSIONAL LAND SURVEYOR WALTER R. OLSEN



HOLMVIG, WASELL AND ASSOCIATES

LAND SURVEYING / PLANNING / ENGINEERING SUPPORT

P.O. BOX 1038, 1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963

## ALTA/ASCM LAND TITLE SURVEY GOVT LOT 8 & NE1/4, SW 1/4

SEC16-TWP25N-R7E, W.M.

## VERTICAL DATUM

TOP OF CASE MONUMENT ON ENTWISTLE STREET
STATION 10+00. MONUMENT IS LOCATED APPROXIMATELY
946' EAST OF NE CORNER OF GOV'T LOT 8 IN THE CITY
OF CARNATION, KING COUNTY, WASHINGTON.

ELEV = 81.55'

## BASIS OF BEARING:

N89:08'59"W

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, KING COUNTY, WASHINGTON.

## REFERENCE SURVEYS

R.O.S.#9304089004 S.P.#9301 AF#930129901 R.O.S.#9405139001

## **EQUIPMENT USED:**

NIKON TOP GUN LEITZ SDR 33

## **LEGEND**

● REBAR W/ CAP LS 10151 SET

9 WATER SPIGOT

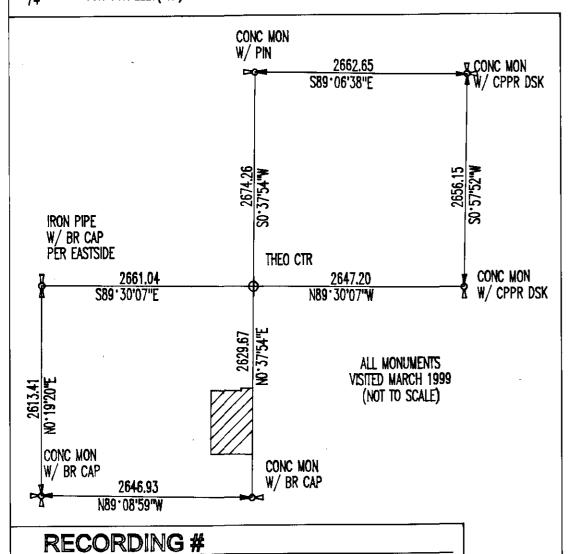
PV POWER VAULT

WM WATER METER

(M) MEASURED

(P) PLAT

74 CONTOUR ELEV(TYP)



RECORDING CERTIFICATE

RECORDS OF King

DAY OF Agril 19 9 9 AD. AND RECORDED

IN BOOK 129 OF SURVEYS ON PAGE 84 A

FILED FOR RECORD BY HOLMYIG, WASELL & ASSOC, THIS 24

SUPT. OF RECORDS

COUNTY, WASHINGTON.

## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF <u>CITY OF CARNATION</u>

THIS 1ST DAY OF APRIL 19 99

CERTIFICATE NO. L.S. 14096

PROFESSIONAL LAND SURVEYOR WALTER R. OLSEN

99-003-978
RLE INVE
CARNATION 10

M. DeWITT

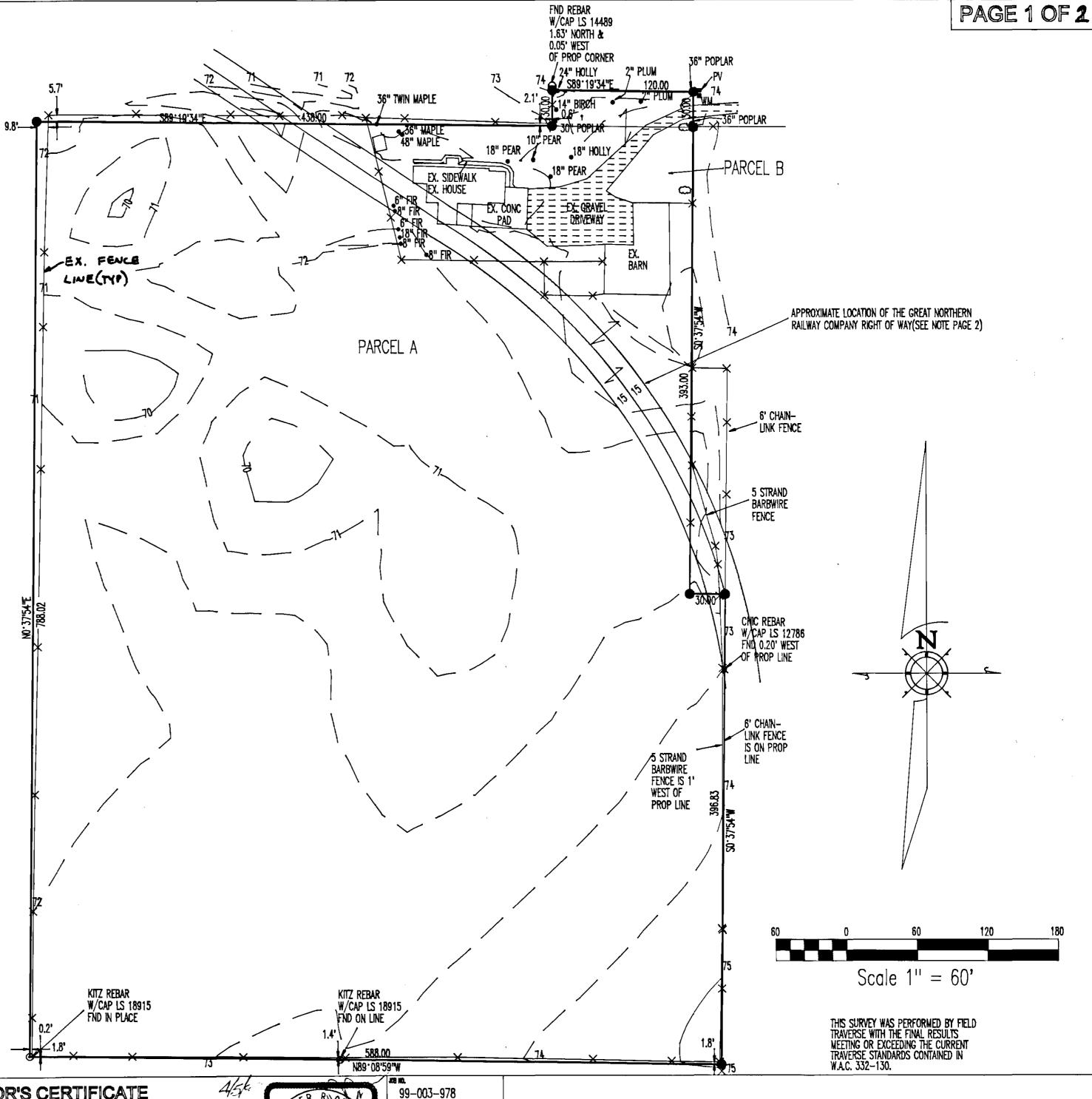
DEE MARCH 30, 1999

RED PAK/TWW

HELD BOOK NO. 531

HOLMVIG, WASELL AND ASSOCIATES
LAND SURVEYING/PLANNING/ENGINEERING SUPPORT

P.O. BOX 1038, 1036 COLE STREET, ENUMCLAW, WA 98022 (360) 825-6963



AFTER RECORDING PLEASE RETURN TO:

City of Carnation

P.O. Box 267

Carnation, WA

Attn: D. Hunter

#### SPECIAL WARRANTY DEED

Grantor:

Val Roney, Personal Representative FILED BY PNWT

10/3

Grantee:

City of Camation

366560-12

Abbreviated

Ptn. Govt. Lot 8 and NE 1/4 SW 1/4, 16-25-07.

Legal: Parcel Nos.:

1625079073 and 1625079071

THE GRANTOR, VAL RONEY, as Personal Representative of the Estate of Leah Kathleen Schefer, Deceased, King County Cause No. 98-4-04719-1SEA, for and in consideration of \$10.00 and other valuable consideration, grants, bargains, sells, conveys, and confirms to the CITY OF CARNATION, a Washington municipal corporation, GRANTEE, the following described real estate, situated in the County of King, State of Washington:

As described on Exhibit A, attached hereto and incorporated herein by reference.

The Grantor for herself and for her successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Granter and not otherwise, she will forever warrant and defend the said described real estate.

DATED: April 2, 1999.

VAL RONEY Personal Representative of the Estate of Leah Kathleen Schefer, Deceased

1

E167721D #4405/99

532000.00

9904050001

STATE OF WASHINGTON ) ) SS. COUNTY OF KING )

I certify that I know or have satisfactory evidence that Val Roney is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Leah Kathleen Schefer to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 🔔, 1999.

\*\*\*\*\*\*\*\*\*\*\* OF WASH

NOTARY PUBLIC in and for the

State of Washington, residing

at Cashation

My commission expires: 8/19/200

1/J 2.7x/My Document/DAA/echele doed from

The land referred to in this commitment is situated in the county of .King, state of Washington, and described as follows:

#### PARCEL A:

The east 568 feet of Government Lot 8, Section 16, Township 25 North, Range 7 East, W.M., in King County, Washington; EXCEPT the south 525 feet thereof; AND EXCEPT the east 30 feet of the north 193 feet, more or less, thereof; AND EXCEPT that portion thereof lying northeast of the southwesterly margin of an abandoned Great Northern Railway Company spur track.

#### PARCEL B:

The south 30 feet of the west 120 feet of the east 150 feet of the northeast quarter of the southwest quarter, and that portion of Government Lot 8 lyipg northeast of the southwesterly margin of an abandoned Great Northern Railway Company apur track; EXCEFT the east 30 feet thereof, all in Section 16, Township 25 North, Range 7 Bast, W.M., in King County, Washington.

END OF SCHEDULE A

#### NOTE FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

Ptn. Govt. Lot 8 and NE 1/4 SW 1/4, 16-25-07.

20060927001586 PUGET SOUND EN EAS PAGE001 OF 003 09/27/2005 13:44 KING COUNTY, WA

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department (T. Smith)
P.O. Box 90568, CST-0660
Relieure, WA 95009-0668

**ORIGINAL** 

| EASEMENT (customer form)  |
|---|
| REFERENCE #: GRANTOR: City of Carnetion GRANTEE: PUGET SOUND ENERGY, INC. SHORT LEGAL: Portion of the SUCATION TOWNSHIP 25, Regard Gost, line, see full legal on page 3 ASSESSOR'S PROPERTY TAX PARCEL: 1625079056, 1625079071, 1625079073  |
| OP or U MAP NO: 2507E064 JOB NO: 105038322 FILE: 61443  |
| For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid,  ("Grantor" herein), its successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), its successors and assigns for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property ("Property" herein) in |
| GRANTOR: BY: <u>Bary f. Long</u> NOTE: SIGNATURES ARE REQUIRED OF ALL CO-OWNERS OF PROPERTY  BY: <u>Interim City Manager</u>  |
| 105038322<br>61493<br>Page 1 of 3   |

| STATE OF WASHINGTON ) ) SS   |  |
|--|--|
| COUNTY OF )  |  |
| On this day of, 2008, before duly commissioned and sworn, personally appeared to me known to be the individual(s) who executed the version signed the same as free and volumentioned.  |  |
| GIVEN under my hand and official seal this hereto affixed  | the day and year in this certificate first above written.  |
|  | (Print or stamp name of Notary)  |
| Notary seal, text and all notations must be inside 1" margins  | NOTARY PUBLIC in and for the State of Washington, residing at  |
| (CORPORATE ACKNOWLEDGMENT)   |  |
| STATE OF WASHINGTON ) ) SS COUNTY OF )   |  |
| On this 1th day of September and for the State of Washington, duly construction of Long to me Interm Coty Nurveyor, of Uty of Carnat foregoing instrument, and acknowledged said instrument free and voluntary act and deed of Easement and on oath stated that he was authorized to Municipality. | to be his/her free and voluntary act and deed and the for the uses and purposes therein mentioned;   |
| IN WITNESS WHEREOF I have hereunto set my ha   | nd and official seal the day and year first above written.   |
| KELLY K HANKINSON Notary Public, State of Washington My Commission Expires August 19, 2009  Notary seal, text and all notations must be inside 1" margins  | Splankuster  Very Hankinsin  (Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at Washington, WA  My appointment expires \$\( \frac{19.7009}{19.7009} \)   |
| (SINGLE REPRESENTATIVE CAPACITY)  STATE OF WASHINGTON )  ) SS  COUNTY OF )   | . 6  |
| On this day of<br>in and for the State of Washington, duly and   |  |
| instrument to be his/her free and voluntary act and  | of, the within and foregoing instrument, and acknowledged said deed and the free and voluntary act and deed of oses therein mentioned; and on oath stated that the said instrument on behalf of said |
| IN WITNESS WHEREOF I have hereunto set my h  | nad and official seal the day and year first above written.  |
| Notary seal, text and all notations must be inside 1" margins<br>10503を322<br>GIWM3  | (Print or stamp name of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at   |
| Page 2 of 3  |  |

## EXHIBIT "A" LEGAL DESCRIPTION APN: 162507-9056, 162507-9071 AND 162507-9073

#### 162507-9056

The East 30 feet of the North 393 feet, more or less, of the East 588 feet of Government Lot 8, Section 16, Township 25 North, Range 7 East, W.M.

#### 162507-9071 ("Lot 2")

LOT 2 OF CITY OF CARNATION BOUNDARY LINE ADJUSTMENT NO. LLA06-00001, ACCPORDING TO THAT BOUNDARY LINE ADJUSTMENT RECORDED JULY 27, 2006 UNDER RECORDING NO. 20060727900005, IN KING COUNTY, WASHINGTON.

#### 162507-9073 ("LOT 1")

THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M.;

EXCEPT THE SOUTH 525 FEET THEREOF;

EXCEPT THE EAST 30 FEET OF THE NORTH 393 FEET, MORE OR LESS, THEREOF;

AND EXCEPT THE WEST 400 FEET OF THE EAST 430 FEET OF THE NORTH 240 FEET THEREOF, FURTHER DESCRIBED AS FOLLOWS;

Lot 2 of City of Carnation Boundary Line Adjustment No. LLA06-00001, according to that Boundary Line Adjustment recorded July 27, 2006 under Recording No. 20060727900005, in King County, Washington.

| VECTOR OF THE STATE OF THE STAT |
|--|
| APPLICANT  |
| CITY OF CARNATION 4621 TOLT AVENUE AFTIN LINDA SCOTT, CITY PLANNER CARNATION, WA 99014 Pt. 425-333-4192  |
| DECLARATION  |
| NADIVI ALL MEN DY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE LADD FERRER DESCRIBED HEREBY DECLARE THIS BOUNDARY LINE ADJUSTMENT THEREFOR PRESENTATION FOR THE GRAPHIC REPRESENTATION OF ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF ADJUSTMENT AND ADJUSTMENT IS MADE WITH THE PRECOMMENT AND IN ACCORDANCE WITH THE DESIRE OF THE IN WITHESE WHEREOF, WE HAVE SET OUR HAND AD SEALS.  |
| CITY OF CARNATION, A WASHINGTON MUNICIPAL CORPORATION:   |
| on Gary ! Long.  |
| or (Many Strage  |
| ACKNOWLEDGEMENTS   |
| STATE OF WASHINGTON )  |
| SS.<br>COUNTY OF KING )  |
| ON THIS 2.2 DAY OF   |
| WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR ABOVE WRITTEN.   |
| THE SAME TOWN THE SAME THE SAM |

APPROVALS

| CITY OF CARNATION ENGINEER EXAMPLED AND APPROVED PRINC. W. 58.17.160(1), THIS 24 DAY OF | Jim_, 2006. |
|---|-------------|
| CITY ENGINEER, CITY OF CARNATION  |             |
| 9 1   |             |

PLANNING AND COMMUNITY DEVELOPMENT EXAMINED AND APPROVED THIS 2.2 DAY OF J.

PUBLIC WORKS BY DAY OF \_ 54WE DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS EXAMINED AND APPROVED THIS 2 FEOAN OF JULY 2006.

Soft Noble RING COUNTY ASSESSOR DEPUTY RING COUNTY ASSESSOR

#### NOTES AND RESTRICTIONS OF RECORD

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ROTH HILL ENGINEERING PARTINERS, LLC. ALL INFORMATION REGARDING RECORD EASIMANTS, ADJOINERS, AND OTHER DOCUMENTS THAT MORIT AFFECT THE QUALITY OF TITLE TO PROPERTY SHOWN HEREON WAS GAMED FROM BOUNDARY LINE ADJUSTMENT CERTIFICATE, TITLE ORDER AND AVAILABILITY OF THE COMPANY OF WASHINGTON, INC. DATED MAY 15, 2008 AT 50% AND THE FOLLOWING CORRESPOND TO SCHIEDLILE B-18PECIAL EXCEPTIONS THEREFROM.

1.) MATTERS DISCLOSED ON A SURVEY RECORDED UNDER RECORDING NO. 9904269003.

NOTE: REFER TO BOUNDARY LINE ADJUSTMENT CERTIFICATE TITLE ORDER NO. 623419
PREPARED BY PACIFIC NORTHWEST TITLE COMPANY OF WARHANDTON, INC., SOLIEDLE B,
DATED MAY 15, 2005 AT 300 AM FOR COMPAETE LISTING UP: "EMS APPECTING SUBJECT
PROPERTY.

SECTION BREAKDOWN AND RECORD BOUNDARY INFORMATION FROM ALTAIACSM SURVEY BY HOXAMIC, WASELL & ASSOCIATESONATED MARCH 1698UNIDER RECORDERS CERTIFICATE 9904(28)000 FILED BY BOOK 129 OF SURVEYS PAGES 84-85 RECORDS OF KING COUNTY, WA. ALSO SEE NOTE 1 SHEET 2 OF 2 OF THIS BOUNDARY LINE AUJUSTMENT.

#### VICINITY MAP



#### EXISTING LEGAL DESCRIPTIONS

PARCEL A:

THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON,

EXCEPT THE SOUTH 525 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET OF THE NORTH 393 FEET, MORE OR LESS, THEREOF; AND EXCEPT THAT PORTION THEREOF LYNIX NORTHEAST OF THE SOUTHWESTERLY MARGIN OF AN ABANDONED GREAT NORTHERN MAILWAY COMPANY SPULK TRACK.

#### PARCEL B:

THE SOUTH 30 FEET OF THE WEST 120 FEET OF THE EAST 150 FEET OF THE NORTHEAST QUARTER OF THE

SOUTHWEST QUARTIES; NAID THAT PORTION OF GOVERNMENT LOT 8 LYING NORTHEAST OF THE SOUTHWESTERLY MARGIN OF AN ABANDONED GREAT NORTHERN RAILWAY COMPANY SPUR TRACK;

ALL IN SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON

#### RAILROAD NARRATIVE

(REFERENCE: SEE NOTE 1 ON SHEET 2 OF 2 OF THIS BOUNDARY LINE ADJUSTMENT)

AUGMENT OF THE GREAT NORTHERN RAILWAY COMPANY RIGHT OF WAY AS SHOWN ON THIS MAP WAS DETERMINED BY SCALING THE KING COUNTY ASSESSOR'S MAP, THE GREAT MORTHERN RAILWAY, CASCADE DIVISION, MORDO-TOUT SECTION, WASHINGTON RIGHT OF WAY AND TRACK MAP, ORTHAND PION IT RE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES SHOWS NO A LICOMENT INFORMATION CONCERNING THE SPORT TRACK LOCATED IN GOVERNMENT LOT, SECTION 15, TOWNSHIP 29 NORTH, RAIGE? TEAT, WAS, KING COUNTY, WASHINGTON,

AN EASEMENT RECORDED IN BOOK 1172, PAGE 182, WAS GRANTED TO THE GREAT NORTHERN BALLWAY COMPANY BY THE TOLT RIVER LUMBER COMPANY APRIL 1, 1922. THE EASEMENT REFERS TO THE BALROAD LOCATION \*AS LOCATED, CONSTRUCTED AND OPERATED.

ALSO, A WARRANTY DEED RECORDED IN BOOK 1235, PAGE 335, REFERS TO THE RAILROAD LOCATION "AS LOCATED AND CONSTRUCTED".

A PHYSICAL INSPECTION OF THE SURVEYED LAND SHOWS NO EVIDENCE OF A RAILROAD TRACK OR RAILROAD BED TO BE IN EXISTENCE.

THE ALIGNMENT SHOWN ON THE MAP IS MERELY TO PERPETUATE THE PRIOR EXISTENCE OF A RAILROAD RIGHT OF WAY AND IN NO WAY SHOULD BE USED TO PERPETUATE THE EXACT LOCATION OF THE GREAT NORTHERN RAILWAY COMPANYS ABANDONED RIGHT OF WAY.

#### REVISED LEGAL DESCRIPTIONS

LOT 1:

THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH \$25 FEET THEREOF; AND EXCEPT THE EAST 30 FEET OF THE NORTH \$93 FEET, MORE OR LESS, THEREOF; AND EXCEPT THE WEST OF FEET OF THE BAST 430 FEET OF THE NORTH 240 FEET THEREOF.

LOT 2:

. THAT POR T ION THE POLLOWING DESCRIBED REAL PROPERTY:

THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON;

#### DEDICATED PUBLIC RIGHT OF WAY DESCRIPTION:

THE SOUTH 30 FEET OF THE WEST 120 FEET OF THE EAST 150 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16. TOWNSHIP 26 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE EAST 588 FEET OF GOVERNMENT LOT 8, SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS:

THE EAST 20 FEET OF THE WEST 400 FEET OF THE EAST 430 FEET OF THE NORTH 240 FEET THEREOF;

ALL IN SECTION 16, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., IN KING COUNTY, WASHINGTON.

GOV'T LOT 8, NE 34, SW 34, SECTION 15, T 25 N, R 7 E, W.M., IN KING COUNTY,



SURVEYOR'S CERTIFICATE

This map correctly represents a survey conducted by Roth Hill Engineering Partners, LLC under my supervision in conformano with the requirements of the SURVEY RECORDING ACT at the requirements of the SURVEY RECORDING ACT at the

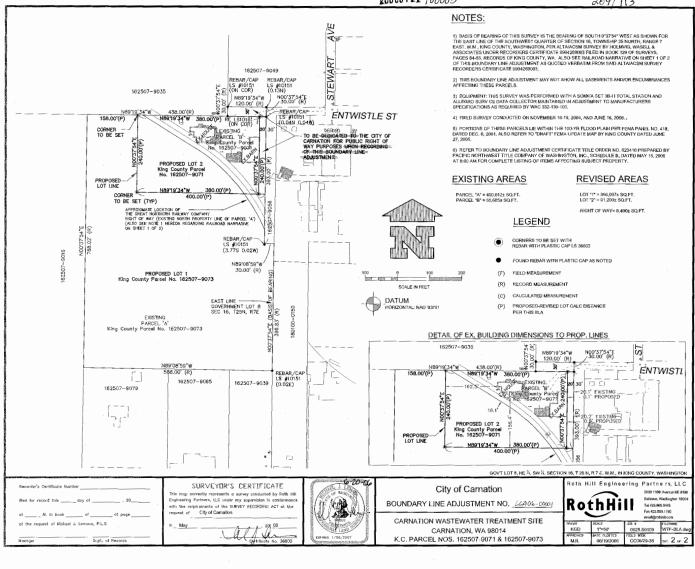




City of Carnation BOUNDARY LINE ADJUSTMENT NO. LLACK- OSCOR

CARNATION WASTEWATER TREATMENT SITE CARNATION, WA 98014 K.C. PARCEL NOS. 162507-9071 & 162507-9073 Roth Hill Engineering Partners, LLC RothHill Tel 425 889 9448 Fax 425,859,1190 emal@rothiR.com

9-36 sur. 1 sr 2



## Instrument Number: 20210311001167 Document: EAS Rec: \$110.50 Page-1 of 8 Record Date: 3/11/2021 12:03 PM Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY DESTIN

When Recorded Return To:

City of Carnation PO Box 1238 Carnation, WA 98014-1238

## TEMPORARY CONSTRUCTION EASEMENT AND SITE IMPROVEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND SITE IMPROVEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of March, 2021, by and between the CITY OF CARNATION, Washington municipal corporation ("City") and INTERWEST CONSTRUCTION, INC. (ICI), a Washington corporation ("Grantee").

#### RECITALS

WHEREAS, the City owns that certain real property commonly known as the Sawmill Light Industrial Park, located at 4301 Larson Avenue, Carnation, WA, 98014, identified as Tax Parcel Number 162507-9073, and legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full (the "Property"); and

WHEREAS, Grantee is a contractor currently under contract to perform one or more construction projects within the City of Carnation; and

WHEREAS, Grantee desires temporary access to and use of a portion of the Property as a construction staging, equipment storage and vehicle parking area in order to facilitate Grantee's local construction projects; and

WHEREAS, in conjunction with such access and use for Grantee's intended purposes, Grantce desires to install a layer of Crush Surfacing Base Course upon an area of the Property; and

WHEREAS, the City has agreed to grant Grantee a temporary construction easement for said purposes in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as

other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and the City (collectively, "the parties") agree and covenant as follows:

#### TERMS

- Section 1. <u>Temporary Construction Easement Granted</u>. The City hereby grants to Grantee, its employees, contractors and agents, a temporary, nonexclusive easement ("Temporary Construction **Easement"**) to enter upon and utilize the Property, subject to the terms and conditions set forth herein.
- 1.1 Easement Area. The area of the Property covered by the Temporary Construction Easement ("Easement Area") is legally described and depicted in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full. Grantee shall not enter upon or use any other portion of the Property except the Easement Area without the City's express written permission, which may be withheld for any reason in the City's sole discretion.
- 1.2 Permitted Uses. The Temporary Construction Easement granted hereunder shall be for, and only for, the following activities and uses (collectively, the "**Permitted Uses**") by Grantee and Grantee's employees, contractors, and agents that are directly related to Grantee's construction projects within the City of Carnation:
  - a. Vehicular parking for Grantee's employees and agents;
  - Delivery, loading and unloading of construction materials, tools, equipment and supplies; and
  - c. Temporary storage of construction materials, tools, equipment and supplies.

Grantee shall not enter upon or use the Property, or allow such entry and use, for any purpose other than the Permitted Uses without the City's express written permission, which permission may be withheld for any reason in the City's sole discretion.

- 1.3 CSBC Installation. Grantee shall deposit and install within the Easement Area an even layer of Crush Surfacing Base Course (CSBC), approximately Thirty-Four feet (34') by Three-Hundred Sixty feet (360'), at a consistent depth of six inches (6") ("CSBC Installation"). The location and configuration of the CSBC Installation within the Easement Area shall be as depicted in Exhibit A. The CSBC Installation shall be performed in a good and workmanlike manner, and in strict compliance with all applicable regulatory and permitting requirements. Without limitation of the foregoing, Grantee shall comply fully with all applicable requirements of the Prevailing Wage Act, Chapter 39.12 RCW and Chapter 296-127 WAC in performing the CSBC Installation, and shall provide proof of such compliance to the City.
- 1.4 Fencing. Prior to Grantee's exercise of any of the Permitted Uses, Grantee may install around the entire perimeter of the Easement Area temporary security or safety fencing to prevent public access to the Easement Area.
- 1.5 Costs. Grantee shall bear all costs and expenses associated with the Permitted Uses and Grantee's entry upon and use of the Property hercunder, specifically including without limitation the CSBC Installation and the Fencing Installation.

Section 2. Consideration.

- 2.1 Ownership Transfer of CSBC Installation Improvements. In consideration of Grantee's use of the Easement Area under this Agreement, the CSBC Installation improvements shall remain on the Property following the expiration or termination of this Agreement, and shall thereafter be owned and utilized exclusively by the City. Grantee shall, upon the City's reasonable request, execute a Bill of Sale or other applicable instrument conveying ownership of the CSBC Installation improvements to the City. The parties mutually acknowledge that the monetary value of the CSBC Installation improvements, inclusive of labor, materials and equipment costs, is approximately Nineteen Thousand Eight Hundred Forty-Eight Dollars and 00/100 cents (\$19,848.00). The parties further mutually acknowledge that said amount is roughly equivalent to the fair-market value of the easement rights granted to Grantee under this Agreement.
- 2.2 Leasehold Excise Tax. No later than March 31, 2021, Grantce shall remit to the City payment in the amount of \$2,568 at 12.84% as required by Chapter 82.29A RCW. Such payment shall be in the form of a business check or money order made payable to the City of Carnation.
- <u>Section 3.</u> <u>Site Remediation.</u> Apart from the CSBC improvements to remain, upon the expiration or termination of this Agreement, Grantce shall, at its sole expense, promptly remove its materials, tools, equipment from the Property and shall reasonably restore the Property to the condition approximately extant prior to Grantee's entry thereupon except as expressly provided herein. The provisions of this section shall survive the expiration or termination of this Agreement.
- Section 4. Term: Termination. This Agreement shall commence on the date first written above, and shall expire automatically at 11:59 p.m. on May 31, 2022, unless terminated earlier or extended by mutual written agreement of the parties. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of a material breach hereof by the other party.
- Section 5. Condition of Property; Disclaimer. Except as expressly provided herein, for purposes of this Agreement, Grantee knowingly accepts the Property in its present condition on the terms noted in this Agreement. Grantee accepts the Property "AS IS" "and "WITH ALL FAULTS," and the City makes no, and bereby expressly disclaims any, warranty of any kind, express or implied, with respect thereto. Without limiting the generality of the preceding sentence, it is expressly agreed that the City makes no warranty as to the marketability or fitness of the Property for any particular purpose.
- Section 6. Regulatory Compliance. At all times relevant to this Agreement, Grantee shall comply fully with all applicable federal, state and local laws, regulations and permitting requirements. Without limitation of the foregoing, Grantee shall, at its sole expense, be exclusively responsible for securing all applicable regulatory permits and approvals for the Permitted Uses, the CSBC Installation and the Fencing Installation. City fees for City permits are waived.
- <u>Section 7</u>. <u>Risk of Loss</u>. It is expressly understood that Grantee's performance under this Agreement is to be undertaken at Grantee's sole risk, and that Grantee assumes the exclusive responsibility and risk of all loss or damage to persons, materials, tools, equipment, or work which may arise from any cause whatsoever.
- Section 8. Indemnification and Hold Harmless. Grantee shall fully indemnify, protect, defend and hold the City, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the Agreement, Grantee's use of the Property, or from any activity, work, or thing done, permitted, caused or suffered by Grantee upon or about the Property, except for injuries and damages caused by the sole negligence of the City. Grantee's obligations under this section shall specifically include, but are not limited to, responsibility for any claims, injuries, damages, losses and suits arising out of or in connection with:

- (i) Grantee's entry upon and use of the Property, including without limitation any site remediation work;
- (ii) The transportation of any personnel, materials, supplies, tools and/or equipment to, and their removal from, the Property;
- (iii) Any damage or injuries to persons or property caused by or otherwise resulting Grantee's acts and omissions; and
- (iv) Any personal injury suffered and/or caused by any employee, contractor, subcontractor, licensee or agent of Grantee.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, officials, employees, and volunteers, Grantee's liability hereunder shall be only to the extent of Grantee's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under the Industrial Insurance provisions of Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

<u>Section 9</u>. <u>Insurance</u>. Grantee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the obligations hereunder by Grantee, its agents, representatives or employees.

- A. Minimum Scope of Insurance. Grantee shall obtain insurance of the types described below:
  - 1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises, contractual, operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under such policy using ISO Additional Insured Managers or Lessors of Premises Form CG 20 11 or substitute endorsement providing equivalent coverage and shall be furnished with a certificate of such insurance, which shall bear an endorsement that the same shall not be canceled except upon not less than 30 days' prior written notice to Owner.
  - 2. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Service Office (ISO) form CA 00 01.
- B. Minimum Amounts of Insurance. Grantee shall maintain the following insurance limits:
  - Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 for personal injuries or property damage.
  - 2. Automobile Liability insurance with a minimum combined single limit for bodily injury

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and property damage of \$1,000,000 per accident.

- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - Grantee's insurance coverage shall be primary insurance as respect to the City. Any insurance, sclf-insurance, or insurance pool coverage maintained by the City shall be excess of Grantee's insurance and shall not contribute with it.
  - 2. Grantee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice has been given to the City.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- F. Verification of Coverage. Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance of Grantee.
- F. No Limitation. Grantee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity.
- Section 10. Safety. Grantee shall take all necessary precautions for the safety the public, Grantee's employees, contractors, licensees and agents at all times relevant to this Agreement, and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes regarding safety. Without limitation of the foregoing, Grantee shall be exclusively responsible for ensuring the safe condition of the Easement Area and physically preventing access thereto by members of the public.
- Section 11. Regulatory Authority Preserved. Grantee expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this Agreement in its capacity as owner of the Property. Nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the City of Carnation's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this Agreement shall be construed as entitling Grantee to receive any permit, license or other regulatory approval, or as waiving or excusing Grantee's compliance with any applicable regulatory process.
- Section 12. <u>Jurisdiction/Venue</u>. This Agreement shall be construed in accordance with the laws of the State of Washington and jurisdiction of any litigation arising out of this Agreement shall be in King County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.
- <u>Section 13</u>. <u>No Waiver</u>. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.
- <u>Section 14.</u> <u>Severability.</u> Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.
  - Section 15. Entire Agreement. Other than the documents attached to this Agreement as exhibits, there

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are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 16. Notices. Notices to the parties under this Agreement shall be sent to the following addresses:

City of Carnation Attn: City Manager 4621 Tolt Avenue P.O. Box 1238 Carnation, WA 98014-1238

ICI Interwest Construction Inc. Attn: Project Manager 609 N. Hill Boulevard Burlington, WA 98233

Section 17. Recording. This Agreement shall be recorded by the City with the office of the King County Recorder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

GRANTEE

03/08/2021

Date

CITY OF CARNATION

Robert W. Jean, Interim City Manager

Date

ATTEST:

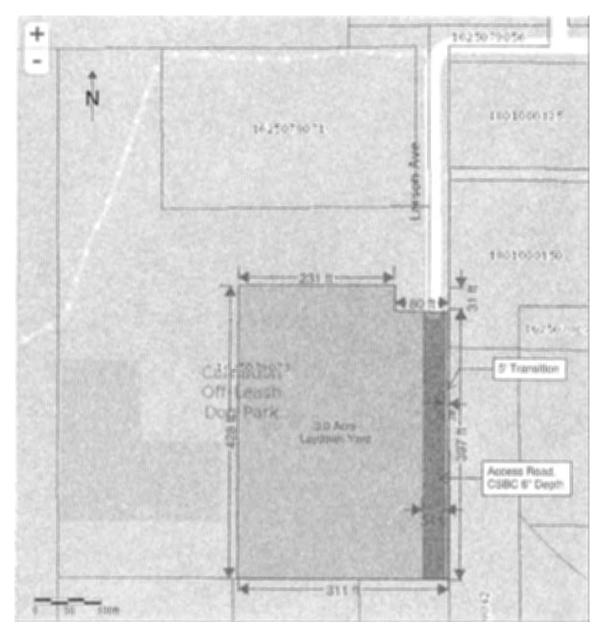
Mary Madala City Clark

## Instrument Number: 20210311001167 Document: EAS Rec: \$110.50 Page-7 of 8 Record Date: 3/11/2021 12:03 PM King County, WA

| STATE OF WASHINGTON )  |
|--|
| ) ss.  |
| COUNTY OF KING )   |
| I certify that I know or have satisfactory evidence that <u>Robert W. Jean</u> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she we authorized to execute the instrument as the <u>Interim City Manager</u> of the City of Carnation, Washingto and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned the instrument.  |
| DATED: $3/9/2021$  |
| Printed: Flizabaeth Novilland  |
| Notary Public in and for Washington  |
| My appointment expires:  |
| The state of the s |
| STATE OF WASHINGTON )  |
| ) ss.  |
| COUNTY OF SKAGIT)  |
| I certify that I know or have satisfactory evidence that Eben Twaddle is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of ICI Interwed Construction Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.   |
| DATED: March 8, 2021   |
| Printed: Suzanne Kay Downing  NOTARY  Notary Public in and for Washington  My appointment expires: June 16, 2024   |
| ETZL 2367445 DOCX:1/00047.900000/ }  |

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT SITE DRAWING



#### **EXHIBIT "A"**

#### **Legal Description**

For APN/Parcel ID(s): 162507-9073

Lot 1, City of Carnation Boundary Line Adjustment LLA-06-00001, recorded under recording number 20060727900005, in King County, Washington.

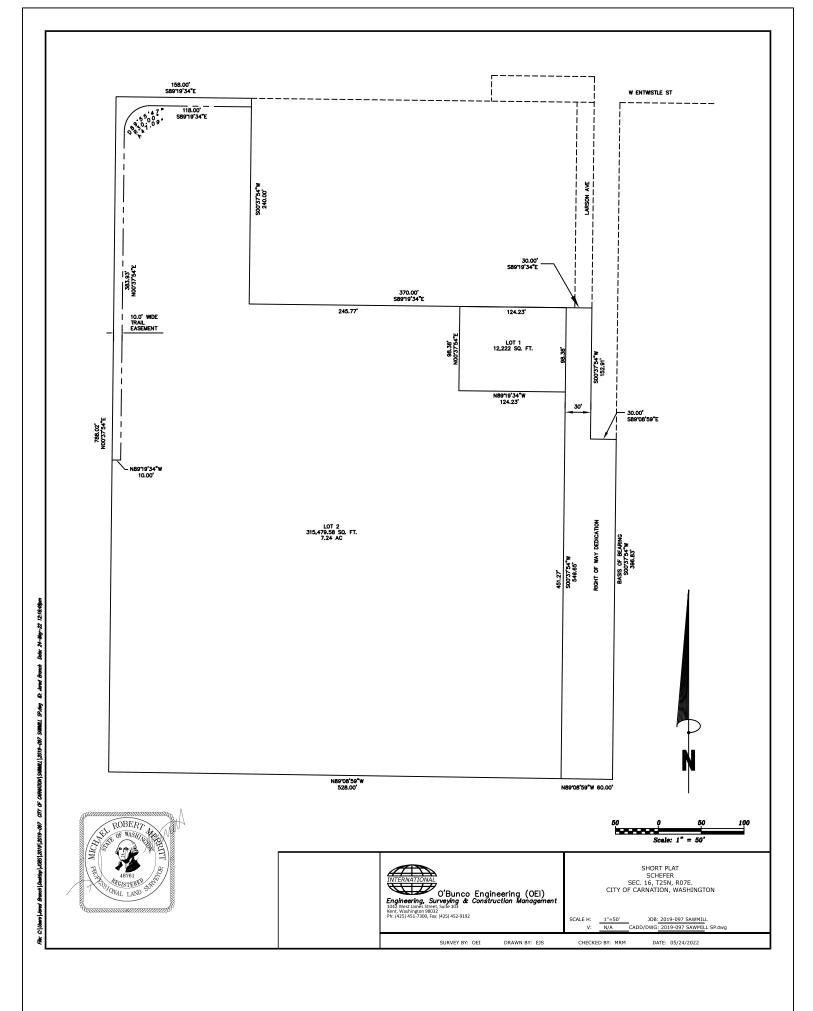
CHICAGO TITLE INSURANCE COMPANY GUARANTEE/CERTIFICATE NO. 213637-SC





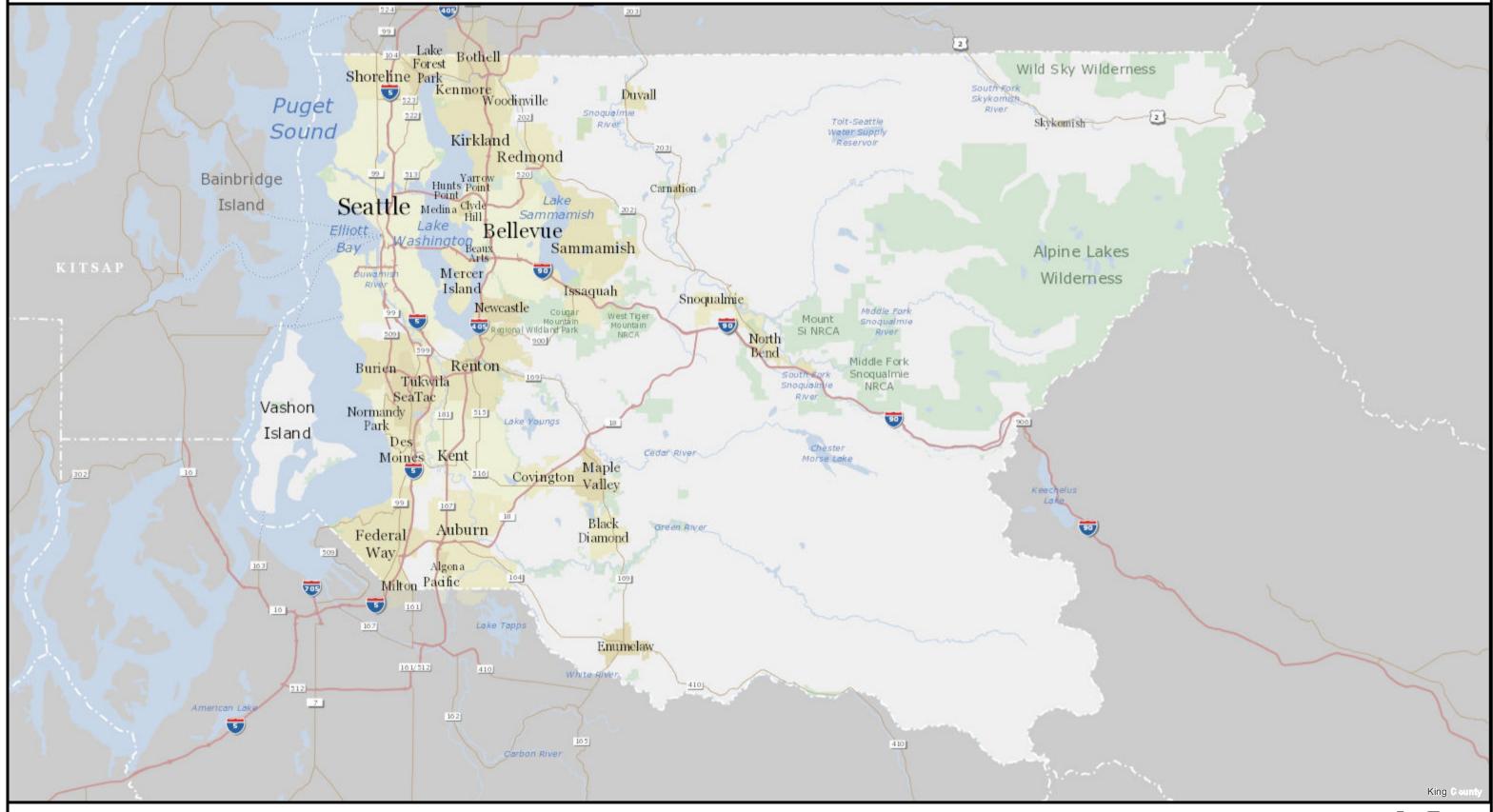
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

### Attachment C: Parcel Map



## Attachment D: Regional Map

## King County iMap



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 5/2/2022

Notes:



## Attachment E: Flood Map

## NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) Report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS Report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study Report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 10. The horizontal datum was NAD 83, GRS 1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum . For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following

NGS Information Services NOAA, N/NGS12 National Geodetic Survey SSMC-3, #9202 1315 East-West Highway Silver Spring, Maryland 20910-3282 (301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713- 3242, or visit its website at <a href="http://www.ngs.noaa.gov">http://www.ngs.noaa.gov</a>.

Base Map information shown on the FIRM was derived from multiple sources. Base map files were provided in digital format by King County GIS, WA DNR, WSDOT, and Pierce County GIS. This information was compiled at scales of 1:12,000 to 24,000 during the time period of 1994-2012.

The profile baselines depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the profile baseline, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

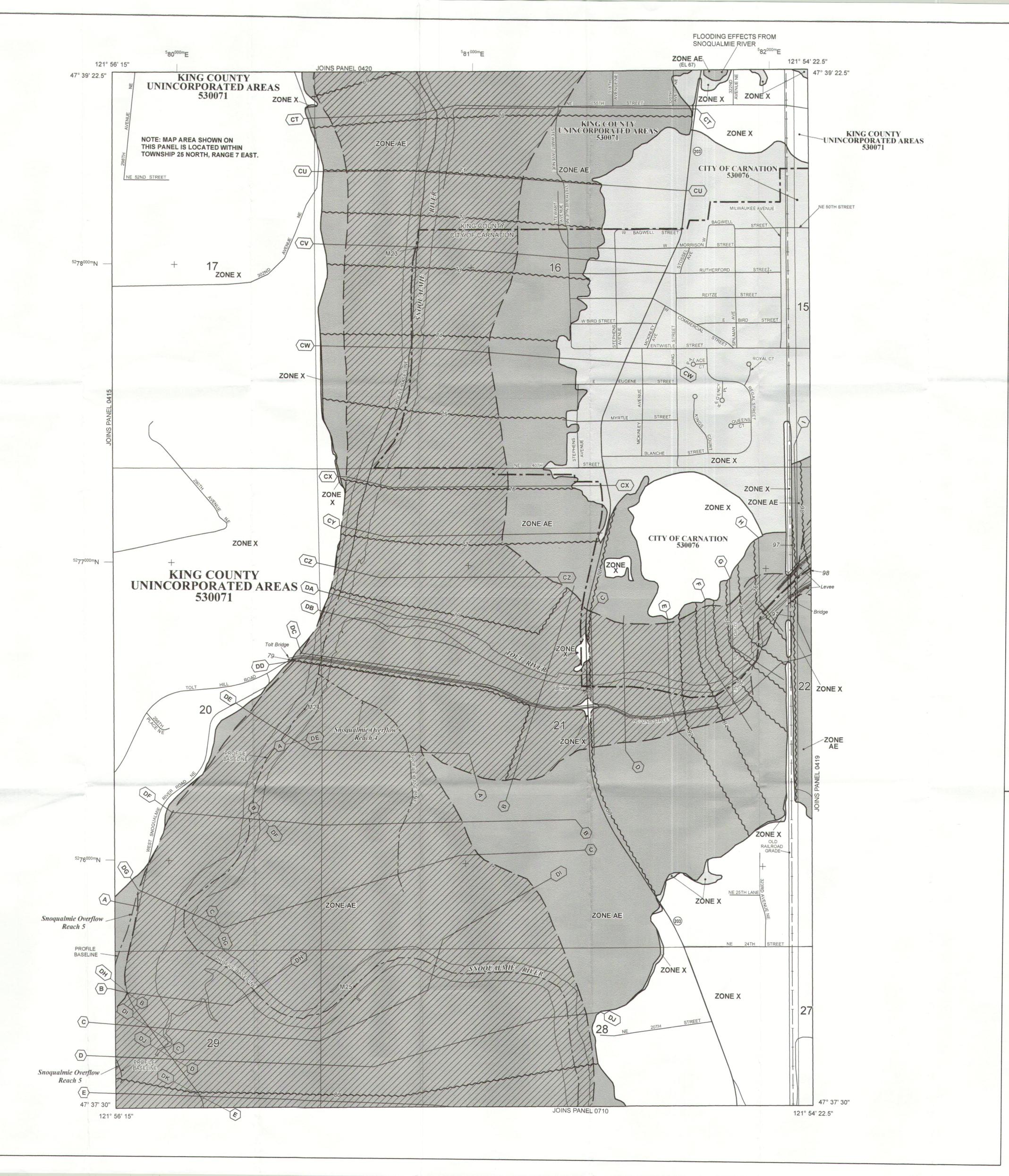
Based on updated topographic information, this map reflects more detailed and up-to-date stream channel configurations and floodplain delineations than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables for multiple streams in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on the map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community

For information on available products associated with this FIRM visit the Map Service Center (MSC) website at <a href="http://msc.fema.gov">http://msc.fema.gov</a>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have questions about this map, how to order products, or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange (FMIX) at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/business/nfip



**LEGEND** 

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood. ZONE A No Base Flood Elevations determined. ZONE AE Base Flood Elevations determined. Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations ZONE AH ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined. **ZONE AR** Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood. Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined. Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations FLOODWAY AREAS IN ZONE AE The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in OTHER FLOOD AREAS Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood. Areas determined to be outside the 0.2% annual chance floodplain. ZONE D Areas in which flood hazards are undetermined, but possible. COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS OTHERWISE PROTECTED AREAS (OPAs) CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas. 1% Annual Chance Floodplain Boundary 0.2% Annual Chance Floodplain Boundary Floodway boundary Zone D boundary \* \* \* \* \* \* \* \* \* \* \* \* \* CBRS and OPA boundary Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities. ~~ 513~~ Base Flood Elevation line and value; elevation in feet\* (EL 987) Base Flood Elevation value where uniform within zone; elevation in \*Referenced to the North American Vertical Datum of 1988 23 - - - - - - - - 23 Transect line Geographic coordinates referenced to the North American Datum of 45° 02' 08", 93° 02' 12" 1983 (NAD 83) Western Hemisphere 1000-meter Universal Transverse Mercator grid values, zone 10 Bench mark (see explanation in Notes to Users section of this FIRM River Mile MAP REPOSITORIES

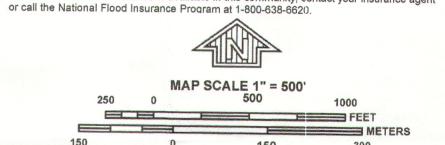
Refer to Map Repositories list on Map Index EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

September 29, 1989 EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL May 16, 1995

December 6, 2001 August 19, 2020 - to change Base Flood Elevations, to update corporate limits, to add roads and road names, to update the effects of wave action, to change Special Flood Hazard Areas, to change zone designations and to incorporate previously issued Letters of Map

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent



PANEL 0418H FLOOD INSURANCE RATE MAP KING COUNTY, WASHINGTON

PANEL 418 OF 1725

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

AND INCORPORATED AREAS

CONTAINS:

NSIPANE

COMMUNITY KING COUNTY

NUMBER PANEL SUFFIX CARNATION, CITY OF 530076 0418 H 530071 0418

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER 53033C0418H MAP REVISED

Federal Emergency Management Agency

### Attachment F: Street Map

#### King County iMap NE 52nd St 326th PI NE NE 51st St Ormes Hill Park Site E Bagwell St NE 50th St NE 50th St W Bagwell St E Morrison St W Morrison St W Rutherford St E Rutherford St NE 47th St 7 47th St W Commercial St E Reitze St NE 46th PI E Bird St W Bird St Hocker W Entwistle St E Entwistle St E Entwistle St Palace Ct 333rd Ave NE E Eugene St NE 43rd Cir NE 43rd Pl Carnation Off-Leash Dog Park Loutsis Park Myrtle St Queens Ch NE 42nd St NE 42nd St. Blanche St NE 40th Cir NE 40th PI NE 40th St Carnation Valley Memorial Carnation Park private King The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County Date: 5/2/2022

Notes:

**King County** 

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