

CARNATION CITY COUNCIL AGENDA Special Meeting

Mayor Jim Ribail, Deputy Mayor Tim Harris, Ryan Burrell, Dustin Green, Adair Hawkins

DATE: August 30, 2023

TIME: 6:00 P.M.

JOIN ONLINE VIA ZOOM:

<https://us06web.zoom.us/j/7345782468?pwd=OEx4RGhseEdOVWN4LzVFSW5qeW8vUT09>

Meeting ID: 734 578 2468

Passcode: 938620

For inquiries and/or assistance regarding how to use the City's online meeting format please email clerk@carnationwa.gov, or call (425) 333-4192.

1. **CALL TO ORDER:** Mayor Jim Ribail
2. **APPROVAL OF AGENDA:** Mayor and Council
3. **EXECUTIVE SESSION. RCW 42.30.110**
 - a. (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.
4. **AGENDA BILL**
 - a. AB23-100 ORDINANCE No. 977: Schefer Purchase Sale Agreement and Development Agreement.
 - b. AB23-101 DECLARATION: State of Emergency – Tolt Dam.
5. **DISCUSSION**
 - a. Tolt Dam: Options for New Engagement Strategy with Seattle Public Utilities and Seattle City Lights/ City of Seattle.
 - b. State of Emergency: Declaration.
6. **ADJOURNMENT:** Mayor Jim Ribail





CARNATION CITY COUNCIL

AGENDA BILL

TITLE: An ORDINANCE directing City Manager to execute Purchase and Sale Agreement (PSA) and Development Agreement (DA) between City and the Remlinger Group for King County Parcel No. 1625079073 a.k.a. The Schefer Property.	Agenda Bill No.:	AB23-100			
	Type of Action:	ORDINANCE			
	Origin: <i>(Council/Manager)</i>	City Manager			
	Agenda Bill Author:	City Manager			
EXHIBITS: <ul style="list-style-type: none"> Purchase Sale Agreement (PSA) Development Agreement (DA) Ordinance 977 	Date Submitted:	8/30/23			
	For Agenda of:	8/30/23			
	Expenditure Required:	0			
	Amount Budgeted:	0			
	Appropriation Required:	0			
SUMMARY STATEMENT AND DISCUSSION: The City of Carnation wishes to sell King County Parcel No. 1625079073 to the Remlinger Group for \$2.4M as indicated in the Purchase Sale Agreement. Furthermore, the City and the Developer wish to enter into a development agreement that outlines specific outcomes, dates and conditions attached to the sale of this property to be effective once the project is deemed feasible by the Developer as indicated in PSA.					
RECOMMENDED ACTION: I move to adopt Ordinance 977 directing the City Manager to execute the Purchase and Sale Agreement and the Development Agreement for the sale of King County Parcel 1625079073 for \$2.4M and the benefits outlined in the Development Agreement.					
LEGISLATIVE HISTORY:					
ACTION TAKEN					
MOTION AS PROPOSED		MOTION AS AMENDED			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Harris			Harris		
Burrell			Burrell		
Green			Green		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**CITY OF CARNATION
ORDINANCE NO. 977**

**AN ORDINANCE OF THE CITY OF CARNATION AUTHORIZING THE CITY
MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT AND
DEVELOPMENT AGREEMENT WITH THE REMLINGER GROUP**

WHEREAS, the City Manager entered into negotiations with the Remlinger Group to establish the terms of the Purchase and Sale Agreement, which is **Attachment A** to this ordinance; and

WHEREAS, the City Council declared the property identified in **Exhibit A-1** of the Purchase and Sale Agreement surplus on May 3rd, 2022 (AB22-30) according to CMC 3.20.050; and

WHEREAS, the City announced and held a public hearing on the Development Agreement, which is **Attachment B** to this ordinance, on August 3, 2023; and

WHEREAS, the City announced and held a second public hearing on the Development Agreement, which is **Attachment B** to this ordinance, on August 22, 2023; and

WHEREAS, the City further discussed this Development Agreement on August 30, 2023; and

WHEREAS, the City Council finds execution of these agreements to be in the best interest of the City and that examination of these documents has been adequate and thorough including reviews from Legal Counsel, Economic Development Committee and staff.

NOW, THEREFORE, be it resolved by the City Council of the City of Carnation as follows:

Section 1. Approval of the Purchase and Sale Agreement- Execution. The City Council hereby approves the Purchase and Sale Agreement in substantially the form attached hereto as **Attachment A** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Purchase and Sale Agreement, in form substantially similar to that attached as **Attachment A**.

Section 2. Approval of the Development Agreement- Execution. The City Council hereby approves the Development Agreement in substantially the form attached hereto as **Attachment B** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute, on behalf of the City, the Development Agreement, in form substantially similar to that attached as **Attachment B**.

Section 3. Duration of Agreement. The Development Agreement shall remain in place for a period twenty (20) years from the execution date of the Development Agreement.

Section 4. RCW 36.70B.170(4). The City of Carnation reserves authority to impose new or different regulations to the extent required by a serious threat to public health or safety.

PASSED by the City Council of the City of Carnation and **APPROVED** by the City Council this 30th day of August, 2023.

City of Carnation

By _____
_____, Mayor

ATTEST:

By _____
_____, Clerk

EXHIBIT "A-1"

Legal Description of the Land:

[Reference Exhibit A of Development Agreement]

AM

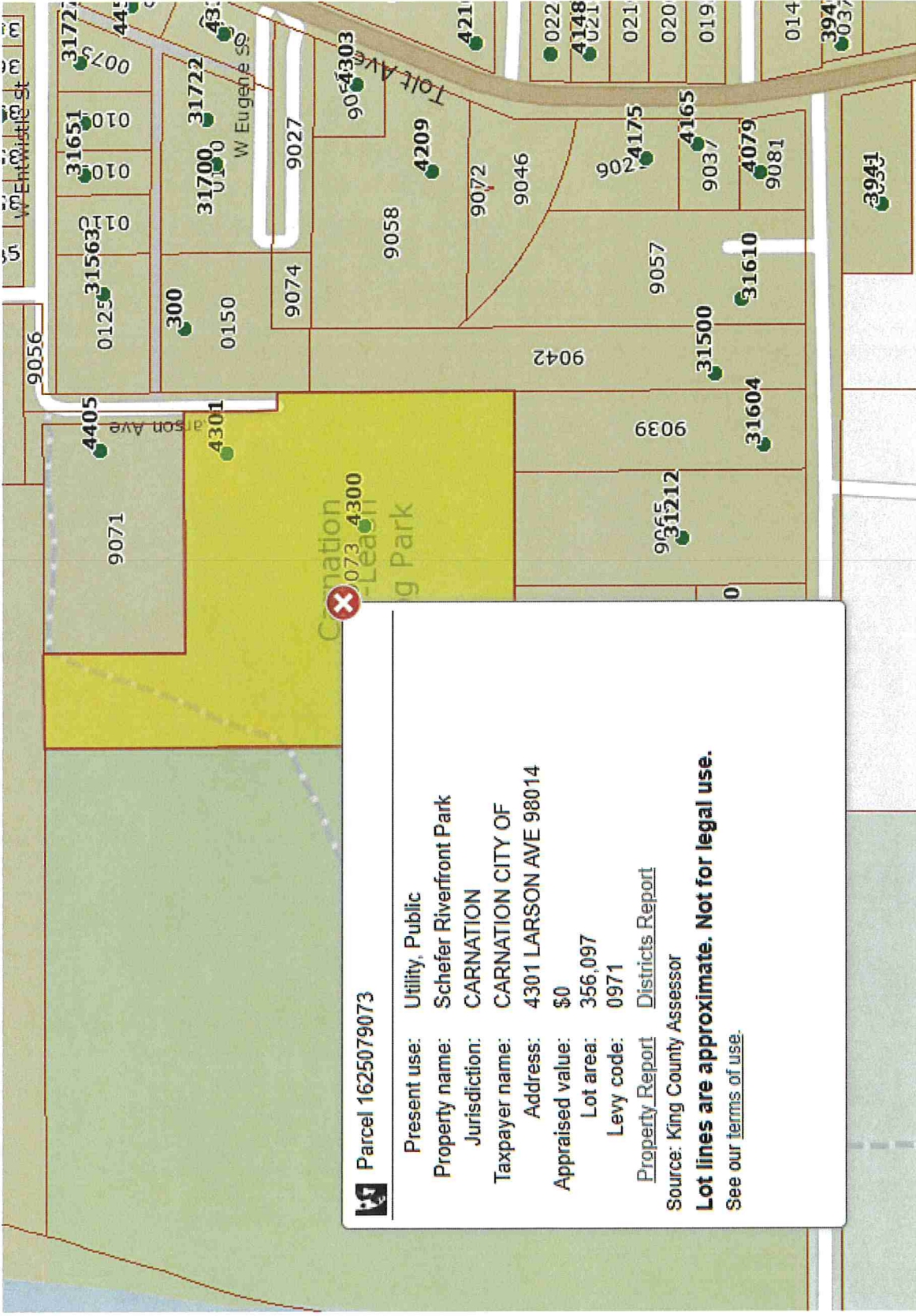
Exhibit A

Legal Description of the Property

Site Description:

- a. Location: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and identified as Assessor's Parcel No. 162507-9073.
- b. Size and Description: The subject site is located on the west side of Larson Avenue, south of Entwistle Street. The property is configured as an irregular rectangle being approximately 7.52 acres in area. In its flag shaped configuration, the main body of the property is approximately 588 east to west and 550 feet north to south, and a 160 wide extension (flag) along its west boundary to the north for an additional 240 feet. The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west. The property has a street frontage of 155 feet along the Larson Avenue right-of-way (currently unimproved) which dead ends at the southern extent of the property's frontage. The depth of the property extends 560 feet to the west where it abuts King County's Tolt McDonald Park. Vegetation on the site consists of a maintained grass surface.

A-1300



Parcel 1625079073

Present use: Utility, Public
 Property name: Schefer Riverfront Park
 Jurisdiction: CARNATION
 Taxpayer name: CARNATION CITY OF
 Address: 4301 LARSON AVE 98014
 Appraised value: \$0
 Lot area: 356,097
 Levy code: 0971

Property Report Districts Report
 Source: King County Assessor

Lot lines are approximate. Not for legal use.
 See our [terms of use](#).

King County Department of Assessments

Setting values, serving the community, and promoting fairness and equity.

You're in: [Assessor](#) >> [Look up Property Info](#) >> [eReal Property](#)

Department of Assessments

201 South Jackson Street, Room 708 Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300 FAX: 206-296-5107 TTY: 206-296-7888

[Send us mail](#)

ADVERTISEMENT

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Property Detail](#)

PARCEL

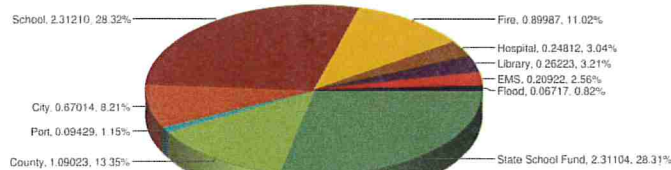
Parcel Number	162507-9073
Name	CARNATION CITY OF
Site Address	4301 LARSON AVE 98014
Legal	LOT 1 CARNATION BLA# LLA-06-00001 REC #20060727900005 SD BLA BEING POR SE 1/4 OF SW 1/4 STR 16-25-07

BUILDING 1

Year Built	
Building Net Square Footage	
Construction Class	
Building Quality	
Lot Size	356097
Present Use	Utility, Public
Views	No
Waterfront	

TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2023 Levy Code: 0971 Total Levy Rate: \$8.16441 Total Senior Rate: \$4.51150



50.64% Voter Approved

[Click here to see levy distribution comparison by year.](#)

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Appraised Imps Increase (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2022	2023	1,780,400	0	1,780,400	0	0	0	0
2021	2022	1,068,200	0	1,068,200	0	0	0	0
2020	2021	1,068,200	0	1,068,200	0	0	0	0
2019	2020	1,068,200	0	1,068,200	0	0	0	0
2018	2019	890,200	0	890,200	0	0	0	0
2017	2018	890,200	0	890,200	0	0	0	0
2013	2014	712,100	0	712,100	0	0	0	0
2012	2013	712,100	0	712,100	0	0	0	0
2011	2012	712,100	0	712,100	0	0	0	0
2010	2011	712,100	0	712,100	0	0	0	0
2009	2010	712,100	0	712,100	0	0	0	0
2008	2009	534,100	0	534,100	0	0	0	0
2007	2008	487,800	0	487,800	0	0	0	0
2006	2007	473,000	109,000	582,000	0	0	0	0
2005	2006	465,600	109,000	574,600	0	0	0	0
2004	2005	483,000	201,000	684,000	0	0	0	0
2003	2004	483,000	171,000	654,000	0	0	0	0
2002	2003	458,000	163,000	621,000	0	0	0	0

Reference Links:

- [King County Taxing Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)

[Scanner images of surveys and other map documents](#)

ADVERTISEMENT

2001	2002	459,000	163,000	621,000	0	0	0	0
2000	2001	423,000	137,000	560,000	0	0	0	0
1999	2000	385,000	127,000	512,000	0	0	0	0
1998	1999	464,000	95,000	559,000	0	464,000	95,000	559,000
1997	1998	0	0	0	0	464,000	95,000	559,000
1996	1997	0	0	0	0	386,400	95,400	481,800
1994	1995	0	0	0	0	386,400	95,400	481,800
1992	1993	0	0	0	0	143,600	95,400	239,000
1990	1991	0	0	0	0	109,600	91,700	201,300
1988	1989	0	0	0	0	39,600	54,500	94,100
1987	1988	0	0	0	0	39,600	57,600	97,200
1986	1987	0	0	0	0	39,600	56,100	95,700
1985	1986	0	0	0	0	28,200	60,500	88,700
1984	1985	0	0	0	0	28,200	49,000	77,200
1982	1983	0	0	0	0	28,200	49,000	77,200

ADVERTISEMENT

Updated: July 25, 2022

[Share](#) [Tweet](#) [Email](#)

Information for...

- [Residents](#)
- [Businesses](#)
- [Job seekers](#)
- [Volunteers](#)
- [King County employees](#)

Do more online

- [Trip Planner](#)
- [Property tax information & payment](#)
- [Jail inmate look up](#)
- [Parcel viewer or iMap](#)
- [Public records](#)
- [More online tools...](#)

Get help

- [Contact us](#)
- [Customer service](#)
- [Phone list](#)
- [Employee directory](#)
- [Subscribe to alerts](#)



ATTACHMENT A

REAL PROPERTY PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT ("**Agreement**") is hereby made and entered into as of the Effective Date (as defined in Section 16 below) by and between **THE CITY OF CARNATION**, a political subdivision of the State of Washington ("**Seller**"), and [**REMLINGER ENTITY**], a Washington limited liability company ("**Purchaser**"), with reference to the following facts:

A. Seller is the owner of that certain real property consisting of approximately 7.24 acres, being a portion of the land located at 4301 Larsen Avenue, Carnation, WA, King County Tax Parcel Number 1625079073 ("**Parent Parcel**"), which portion is currently identified as Lot 2 of the Short Plat (defined in subsection 12(a)(xiii) below) and legally described on Exhibit "A-1" (the "**Land**"). Following legal segregation from the Parent Parcel, as described herein, Purchaser desires to acquire the Land, together with all improvements, rights, privileges, easements, buildings, leases, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Land and are owned by Seller (collectively, the "**Property**").

B. Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Purchase Price.

Subject to and pursuant to the following terms and conditions, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller and pay to Seller the sum of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) ("**Purchase Price**"). At Closing (as defined in Section 3 below), the Earnest Money (as defined in Section 2 below) shall be paid to Seller and credited against the Purchase Price, and Purchaser shall deliver to Seller immediately available and collectible funds equal to the balance of the Purchase Price, plus or minus Purchaser's share of closing costs, prorations, credits and charges payable pursuant to this Agreement.

2. Earnest Money. Within three (3) business days after the Effective Date (as defined below), Purchaser shall open an escrow with Chicago Title Insurance Company ("**Title Company**"), 3002 Colby Avenue, Suite 200, Everett, Washington, Attention: Lorrie Thompson, and shall deposit with Title Company a note in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "**Earnest Money Note**") substantially in the form attached hereto as Exhibit "B".

(a) Unless Purchaser elects to terminate this Agreement in accordance with the provisions of Section 7 below (or this Agreement otherwise has sooner terminated in accordance

Remlinger/City of Carnation



with its terms), Purchaser shall, on or before the Feasibility Expiration Date defined in Section 7(a) below, (sometimes referred to herein as the "**Earnest Money Deposit Date**") convert the outstanding principal amount of the Earnest Money Note to cash ("**Earnest Money Deposit**," which shall be deemed to include any Extension Deposit(s), as defined in Section 7 below) (and Title Company shall return the Earnest Money Note to Purchaser), which shall be deemed non-refundable and released to seller (except for a default by Seller, failure of a Purchaser Condition, casualty, condemnation or in the event any material representation or material warranty of Seller shall not be substantially true and correct at the Closing).

(b) The Earnest Money Deposit shall be applicable to the Purchase Price and, upon conversion to cash, shall be deposited into a federally insured interest bearing account by the Title Company and all interest shall accrue for the benefit of Purchaser. "**Business Days**" shall mean each Monday through Friday, excluding United States and State holidays, and "**Business Day**" shall mean any one of the days otherwise comprising Business Days.

(c) If Purchaser does not timely make the Earnest Money Deposit, Purchaser shall be deemed to have elected to terminate this Agreement, in which case Title Company shall immediately return the Earnest Money Note to Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights, obligations or liabilities hereunder, except for matters that, by the terms of this Agreement, expressly survive termination of this Agreement.

3. Closing.

(a) The consummation of the purchase and sale of the Property contemplated under this Agreement ("**Closing**") shall be defined as the date that the statutory warranty deed, the form of which is attached hereto as **Exhibit "C"** (the "**Deed**"), conveying the Property to Purchaser is recorded. The Closing shall occur on or before the date ("**Closing Date**") that is thirty (30) days following the later of (i) Purchaser's written notice to Seller that Purchaser has received any and all permits from any and all governmental entities, agencies, and/or departments having jurisdiction over the Property, as necessary or appropriate, in Purchaser's sole and absolute discretion for the construction of the Project and/or any portion thereof; and (ii) recording of the final Short Plat, unless mutually extended.

(d) Consistent with the foregoing, Closing shall occur on or prior to the Closing Date. Seller agrees to deliver vacant possession of the Property to Purchaser at Closing in substantially the same condition existing as of the Effective Date (except as may be expressly provided to the contrary in this Agreement), normal wear and tear excepted, free of any right of possession or claim to right of possession by any party other than Purchaser.

4. Closing Costs. Seller shall pay its own attorneys' fees, the costs of recording the Deed, all real estate or other excise taxes, and the premium for the issuance to Purchaser of a standard form ALTA Standard Coverage Owner's Policy of Title Insurance. Purchaser shall pay its own attorneys' fees, the additional premium charges for the issuance of an ALTA Extended Coverage Owner's Policy of Title Insurance ("**Title Policy**"), the cost of any Survey (defined below) Purchaser chooses to obtain or which is required by the Title Company for extended

coverage and any endorsements required by Purchaser, as well as the cost of any premiums charged for any amount of title insurance desired by Purchaser in excess of the Purchase Price. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor or, if no law applies, according to prevailing custom for commercial transactions in County.

5. Prorations.

(a) Seller shall be responsible for and shall promptly pay all utility charges and similar charges with respect to the Property attributable to the period up to and including the Closing Date. All real property ad valorem taxes, special taxes, assessments, deposits, rents and security deposits with regard to any leases, and personal property taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the Closing Date based upon the most recently available property assessment. If such assessment is not available for the year in question, taxes shall be re-prorated when the amount thereof can be ascertained. All assessments levied against the Property shall be paid in full by Seller on or before Closing, even if said assessments are due in installments subsequent to Closing. If increased taxes are, after Closing, determined to be due for any year prior to the year in which Closing occurs, Seller shall be obligated for the payment of such additional taxes.

(b) If any errors or omissions are made regarding adjustments and prorations pursuant to this Section 5, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

(c) The provisions of this Section 5 shall survive the Closing for one year.

6. Inspections Prior to Closing.

(a) Purchaser and its representatives, consultants and contractors shall at all times before the Closing have the privilege, opportunity and right of entering upon the Property, including, without limitation, any buildings and other improvements located thereon, in order to inspect and examine same and perform boundary, topographic and like surveys and inspections of the Property, as well as other tests and inspections of same (including, without limitation, geotechnical and environmental tests, studies and examinations, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). Purchaser hereby releases, indemnifies, holds harmless and agrees to defend Seller from all liability, including, without limitation, lien claims or personal injury or damage suits, arising directly out of or relating to any testing or inspection carried out by Purchaser and/or its authorized agents for this purpose; provided that Purchaser shall have no liability or obligation in connection with the discovery or release of any material, or any condition, on, in, or about the Property, unless any such material was brought onto the Property, or any such condition was created solely, by Purchaser. Purchaser will give Seller at least two (2) business days' notice before any materially invasive testing or inspection, and shall promptly return the Property to its prior condition after completion of any such work, subject to applicable law. Purchaser's obligations under this section 6(a) survive termination of this Agreement.

(b) Seller represents and warrants to Purchaser that (i) Seller has the authority to allow Purchaser to enter upon the Property to perform the tests, studies and examinations contemplated hereby or have been obtained by Seller, (ii) Purchaser has the right to such entry by virtue of such authority, and (iii) Seller will hold Purchaser harmless from and against any claim, damage, expense or liability suffered by Purchaser with respect to any claim made against Purchaser as a result of any breach of such representations and warranties, provided that, without expanding by implication the scope of the foregoing covenant, the foregoing agreement to hold harmless shall not apply to any loss, cost, damage, expense or liability arising out of or related to Purchaser's negligence or willful misconduct.

7. Feasibility Contingency.

(a) It is specifically understood that Purchaser presently contemplates construction of, among other improvements, a light industrial project on the Property ("**Project**"), with density, design, improvements, and uses conceptually depicted on **Exhibit "D"** ("**Project Concept Drawing**"). It is, therefore, specifically agreed that Purchaser's obligation to close hereunder is conditioned upon the satisfaction of each of the following conditions ("**Purchaser Conditions**") within the Feasibility Period, or by such later date as may be provided below (any of which conditions may be waived by Purchaser upon giving written notice of such waiver to Seller) ("**Feasibility Contingency**"). For purposes of this Agreement, the "**Feasibility Period**" shall mean the period of time between and including the Effective Date and the first Business Day ("**Feasibility Expiration Date**") after the date that is one full calendar year following the later of (i) the Effective Date or (ii) the date that Seller delivers all of the Property Materials (defined in Section 7(b) below); provided that the Feasibility Expiration Date will be delayed for so long as the conditions set forth in Section 7(c) are not satisfied. If any of the Purchaser Conditions have not been satisfied as of the then-current Feasibility Expiration Date, then Purchaser shall have the right to extend the Feasibility Period until the date that is the next Business Day following the ninety (90) day period after said Feasibility Expiration Date by converting Fifty Thousand and No/100 Dollars (\$50,000.00) of the principal amount of the Earnest Money Note to cash ("**Extension Deposit**"), which Extension Deposit, along with any previous Extension Deposits, shall be deemed to be part of the Earnest Money Deposit and shall be non-refundable (except for a default by Seller, failure of a Purchaser Condition, casualty, condemnation or in the event any material representation or material warranty of Seller shall not be substantially true and correct at the Closing). Purchaser shall have the right extend the Feasibility Period as provided in this paragraph up to two (2) times.

(b) Within twenty (20) Business Days after the Effective Date, Seller shall furnish to Purchaser the following to the extent in Seller's possession or control, whether in paper, electronic, film or other medium or format: true and correct copies of all documents and records relating to the Property, including, without limitation, leases; appraisals; engineering, environmental, and other preliminary or completed, planning or site studies; surveys; plans; development agreements, licenses, permits, maps, certificates of occupancy, tax statements, delineations; reports; applications; memoranda (interagency or otherwise); meeting minutes; ordinances; and other materials related to the Property ("**Property Materials**"). Further to this, Seller shall furnish any other documentation reasonably requested by Purchaser which might assist Purchaser in its investigation, to the extent in Seller's possession or control. The Purchaser Conditions are as follows:

(i) Purchaser obtaining at its expense (a) a boundary and a topographic survey of the Property (collectively, "**Survey**"), prepared by a Washington Registered Land Surveyor, (b) inspection reports and certifications respecting such Survey prepared by the surveyor as reasonably required by Purchaser and/or the Title Company, and (c) feasibility studies and any other appraisals, inspections, assessments, reports, tests, or studies desired by Purchaser, showing that the Property is satisfactory to Purchaser, as determined in its sole and absolute discretion.

(ii) Purchaser receiving confirmation that all utility lines necessary for the construction and operation of the Project, including but not limited to water, telephone, sanitary sewer, storm sewer, natural gas and electricity lines, will be available at the boundaries of the Property and will be available, sufficient and satisfactory, in Purchaser's sole discretion, for Purchaser's use in connection with the construction and operation of the Project, and that Purchaser's ability to obtain all such utility services will be conditioned solely upon the payment of such tap-on fees and user charges as are normally and uniformly imposed by the utility companies or governmental agencies supplying such services in King County.

(iii) Without limiting clause (i) above, Purchaser's receipt, at Purchaser's sole cost and expense, of (1) soil test studies with regard to the Property confirming that suitable soil conditions exist for construction of the Project; and (2) such tests and studies as Purchaser may deem necessary or appropriate to determine the environmental condition of the Property, such tests and studies to include, without limitation, so-called "Phase I" environmental site assessments and such additional testing, including so-called "Phase II" environmental site assessments, as determined by Purchaser to be necessary, in Purchaser's sole and absolute discretion, and all of which tests, studies, assessments, audits and reports confirm the absence of any and all forms of environmental surface, subsurface, groundwater and/or other contamination and are in all other respects acceptable to Purchaser.

(iv) Seller delivering to Purchaser an estoppel certificate from Seller's existing tenants, if any, in form and substance satisfactory to Purchaser attesting to such tenants waiver or satisfaction of any existing right of first refusal or option.

(v) Mutual execution of the Development Agreement (defined in Section __ below) and full and final approval thereof by the City Council of the City of Carnation, including approval as to form by the city attorney.

(vi) The Title Company being irrevocably and unconditionally committed to issue an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property in Purchaser in an amount equal to the Purchase Price, subject only to the Permitted Exceptions.

(vii) Purchaser satisfying itself as to such other matters as Purchaser, in its sole discretion, deems to be necessary or desirable for the construction and operation of the Project.

In the event Purchaser in its sole and absolute discretion is not satisfied with the Property, in its sole and absolute discretion, Purchaser shall either (i) terminate this Agreement by giving written notice to Seller on or before the end of the Feasibility Period, whereupon Title Company shall distribute to Seller, as applicable, the Earnest Money Deposit, to the extent previously made by Purchaser (and, if prior to full conversion, return the Earnest Money Note to Purchaser) and this Agreement shall be null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein, or (ii) waive the Feasibility Contingency and consummate the purchase of the Property as set forth herein.

(c) In addition, Purchaser Conditions shall include the following (unless Purchaser waives any waivable conditions):

(i) Seller's performance of all of its obligations under this Agreement in accordance with the provisions hereof;

(ii) The truth and accuracy of Seller's warranties and representations hereunder; and

(iii) Purchaser's receipt of any and all permits from any and all governmental entities, agencies, and/or departments having jurisdiction over the Property, as necessary or appropriate, in Purchaser's sole and absolute discretion for the construction of the Project and/or any portion thereof.

(vi) The absence of any material change in the status of the use, title, occupancy or physical condition of the Property (including, without limitation, any such change caused by casualty or condemnation), unless solely caused by Purchaser or its consultants or contractors, between the Effective Date and the Closing Date (inclusive) that has not been approved in writing by Purchaser.

Should any one or more of the conditions precedent listed in (c) above not be satisfied or waived in writing by Purchaser on or before the Closing Date, then Purchaser may terminate this Agreement by giving written notice to Seller, whereupon Title Company shall immediately refund to Purchaser all Earnest Money, which termination shall be in addition to exercising any other remedy available to Purchaser hereunder in the event of a failure of a condition precedent due to Seller's acts or omissions.

8. Title Review and Title Policy.

(a) Within five (5) Business Days of the Effective Date, Seller will cause the Title Company to issue to Purchaser, a preliminary commitment for an ALTA owner's policy of title insurance covering the Property, together with a copy of (or electronic link to) each recorded document referred to in the exceptions to title identified in such title commitment (the "**Title Commitment**"). During the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific Time) on the date that is twenty (20) Business Days after Purchaser's receipt of the Title Commitment (the "**Title Review Period**"), Purchaser may give Seller a notice in writing

("Purchaser 's Title Notice"), identifying those matters, if any, appearing in the Title Commitment or Survey to which Purchaser objects ("**Disapproved Exceptions**").

(b) If Purchaser timely objects to any title exceptions in Purchaser 's Title Notice, Seller shall have ten (10) Business Days after receipt of Purchaser 's Title Notice to notify Purchaser in writing that Seller will remove the Disapproved Exceptions prior to Closing or that Seller will not remove the exceptions ("**Seller's Title Response**"). Seller's failure to deliver a Seller's Title Response shall be deemed an election not to remove any disapproved exceptions set forth in Purchaser 's Title Notice.

(c) If Seller elects, or is deemed to have elected, not to remove any Disapproved Exception, Purchaser shall have until the Feasibility Expiration Date, to either:

- (i) terminate this Agreement by giving notice of termination to Seller, in which event the Earnest Money Note shall be returned to Purchaser, or
- (ii) waive its disapproval of those exceptions which Seller will not remove and agree to purchase the Property subject to such disapproved exceptions.

Without limiting Purchaser 's right to object to additional exceptions appearing in an Updated Title Commitment or Updated Survey as provided in Section 8(g) below, Purchaser 's delivery of the entire Earnest Money Deposit shall be deemed to be an election pursuant to (ii) immediately above.

(d) All exceptions that Purchaser has approved hereunder, either by Purchaser 's actual or deemed approval or its actual waiver of a disapproval, as well as (A) non-delinquent general property taxes (which shall be subject to proration as provided herein); (B) exceptions created by or resulting from the acts or omissions of Purchaser; and (C) the customary pre-printed general exceptions contained in the ALTA extended coverage owner's policy form, except to the extent Title Company agrees to delete or modify said exceptions prior to expiration of the Feasibility Period (or such later date as may be provided in Section 8(g)) below) shall be deemed to be "**Permitted Exceptions**" upon issuance of the Title Policy (as defined in Section 8(i) below).

(e) Should Seller fail to remove any Disapproved Exceptions or cause Title Company to commit to irrevocably and unconditionally issue the Title Policy free and clear of such Disapproved Exceptions at or prior to Closing, Purchaser will be entitled to terminate this Agreement and receive a full refund of the Earnest Money Deposit or in the event such Disapproved Exceptions are monetary liens, cure and remove such liens, and all of Purchaser 's cost and expense reasonably incurred in connection with such cure shall be deducted from and credited against the Purchase Price.

(f) Purchaser may elect to obtain such endorsements as Purchaser requires; provided, however, that Seller shall only be responsible for the premium for the standard coverage portion of any title insurance policy and Purchaser shall be responsible for all costs for extended coverage that exceed the cost of the standard policy and for any endorsements requested by Purchaser.

(g) If the Title Company issues an updated title commitment ("**Updated Title Commitment**"), or if Purchaser obtains an updated survey ("**Updated Survey**") of the Property

prior to expiration of the Feasibility Period, in either case setting forth new exceptions for matters which were not included in the original Title Commitment or original Survey or new matters affecting title to the Property are otherwise discovered, then the foregoing process shall be repeated; provided, however that Purchaser will have ten (10) days after receipt of the Updated Title Commitment or Updated Survey (as the case may be), to give written notice of disapproval of any such exception.

(h) Seller shall accomplish any cure that Seller has agreed or is obligated to complete pursuant to this Section 8 on or before the Closing Date and such cure shall become a condition precedent to Closing in favor of Purchaser. If such cure is not accomplished by the Closing Date, Purchaser shall have the following options: either to (i) terminate this Agreement and treat such failure to cure as a Seller's Breach (as defined in Section 15 below) or (ii) waive its objections to the items that Seller did not cure and agree to purchase the Property subject to those items, which shall be deemed Permitted Exceptions.

(i) It shall be a condition to Purchaser's obligation to close, the Title Company shall issue to Purchaser an ALTA standard coverage Owner's Policy of Title Insurance at the Closing in the amount of the Purchase Price showing fee title to the Property vested in Purchaser as the insured (including extended coverage and such endorsements as the Purchaser requests the Title Company issue to Purchaser) for the full amount of the Purchase Price showing no exceptions other than the Permitted Exceptions and otherwise in accordance with the Title Commitment ("Title Policy"). Seller shall pay the premium for an ALTA owner's standard coverage policy of title insurance with the same liability amount and subject to the same exceptions and Purchaser will pay the difference in premium to obtain extended coverage and any endorsements or other additional costs (including without limitation any costs of required surveys) attributable to such coverage.

9. Casualty and Condemnation. If, at any time between the Effective Date and Closing (inclusive), all or any portion of the Property is materially damaged by casualty or condemned by any legally constituted authority for any public use or purpose, then Purchaser may elect either: (i) to terminate this Agreement, in which event Title Company shall immediately refund to Purchaser all Earnest Money, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement (except for matters that by the express terms hereof survive termination); or (ii) to collect at Closing (or at Closing receive a credit against the Purchase Price for) all proceeds from any condemnation or from any insurance policies insuring the Property from damage or destruction and have the terms of this Agreement remain in full force and effect and binding on the parties hereto (with Purchaser receiving a credit against the Purchase Price for any deductibles and the amount of any uninsured casualty). In the event of a condemnation in which Purchaser does not elect to terminate this Agreement pursuant to the foregoing terms, then the term Property, as used herein, shall thereafter refer to the Property less and except any portion thereof taken by such condemnation.

10. Assignment. Neither Seller nor Purchaser shall assign its interest hereunder, except to a related entity, without the prior written consent of the other party.

11. Survival of Closing. All warranties, covenants and representations made herein by either Seller or Purchaser shall survive Closing for one (1) year.

12. Seller's Representations, Warranties and Covenants.

(a) Seller represents, warrants and covenants to Purchaser that:

(i) Seller (x) has complete and full authority to execute this Agreement and to convey to Purchaser good and marketable fee simple title to the Property, in accordance with Section 8 of this Agreement, (y) will execute and deliver such other documents, instruments, agreements, including (but not limited to) affidavits and certificates, as are reasonably necessary to effectuate the transaction contemplated herein, and (z) will take all such additional action reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein. Each of the persons executing this Agreement on behalf of Seller further represents and warrants that the persons signing this Agreement on behalf of Seller are duly qualified and appointed representatives of Seller and have all requisite power and authority on behalf of Seller to enter into this Agreement as the valid, binding and enforceable obligation of Seller.

(ii) There are no material defects in or about the Property that would affect Purchaser's ability to develop the Project.

(iii) All assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(iv) Seller has not received any notice of, and has no knowledge of, any pending or threatened taking or condemnation of the Property or any portion thereof.

(v) Seller can and will deliver sole and exclusive possession of the Property to Purchaser at Closing, subject to the Permitted Title Exceptions. Seller will not further sell, encumber, convey, assign, pledge, or contract to sell, convey, assign, pledge, or encumber all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause or allow to be taken any action in conflict with this Agreement at any time between the Effective Date and (x) Closing, or (y) the earlier termination of this Agreement pursuant to its terms.

(vi) The Property has legal access to and from all street fronts and adjoining rights-of-way.

(vii) Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule, code, ordinance, or regulation of any governmental authority. There is no action, suit, proceeding or investigation

pending or threatened that creates a lien or that would become a cloud on the title to the Property or any portion thereof or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. Seller agrees to indemnify, defend (with counsel satisfactory to Purchaser) and hold harmless Purchaser, its employees, officers, members, attorneys, directors, agents, contractors, assigns and successors-in-interest, from any claims, liabilities or other actions that may arise as a result of the entering into this Agreement by Purchaser with Seller on account of the falsity of this representation.

(viii) Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller anything that Seller believes to be a threat of any such action, litigation or proceeding.

(ix) Seller has received no notice of and has no knowledge of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon.

(x) (1) none of the Property has been excavated, (2) no landfill was deposited on, or taken from, the Property, (3) no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon any of the Property, (4) no Hazardous Materials (as hereinafter defined) have been deposited on or about the Property, and (5) no asbestos-containing materials have been placed or introduced in any buildings or other improvements on the Property. "**Hazardous Materials**" or similar terms shall mean and include asbestos, asbestos-containing materials, petroleum and petroleum products, the group of organic compounds known as polychlorinated biphenyls, and any substances or materials that are regulated, controlled or prohibited under the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 690, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Washington Model Toxics Control Act, Ch. 70A.305 RCW, or any similar State law or local ordinance or any other environmental law, the Federal Water Pollution Control Act, 33 U.S.C. §1251, the Clean Air Act, 42 U.S.C. § 7401, the Toxic Substances Control Act ("TCSA"), 15 U.S.C. § 2601, or any similar State law or local ordinance, or any other Federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. If any Hazardous Materials that existed on the Property as of Closing shall be discovered and Seller notified prior to Closing, Seller covenants to have same at its sole cost and expense, remediated, removed or cleaned to the satisfaction of all appropriate governmental authorities, such obligation to survive Closing.

(xi) There are no billboards or other signs nor are there cemeteries, grave sites or burial sites or grounds or other sites of historic significance, located on the Property.

(xii) There is no pending or threatened rezoning of, or change of any development regulations or building moratorium affecting, all or any part of the Property.

(xiii) On or before the Feasibility Expiration Date, Seller shall complete and record the short subdivision, City of Carnation Preliminary Short Subdivision Application Number SHP22-0003 ("**Short Plat**"), which Short Plat shall formally segregate the Property from any and all other real property, such that the closing of the transaction contemplated hereby shall not violate the provisions of Ch. 58.17 RCW or other applicable law regulating the segregation of land.

In addition to all other rights and remedies of Purchaser set forth herein, Seller shall indemnify, defend (with counsel satisfactory to Purchaser), and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees, including fees on appeal) resulting from a breach by Seller of any of the representations, warranties and covenants contained in this Agreement.

(b) At all times prior to Closing, and without limiting the provisions of subparagraph (a) above or any other provision of this Agreement, Seller shall maintain the Property free from waste and neglect, shall maintain its existing insurance coverages thereon and shall keep and perform or cause to be performed all obligations of the owner of the Property under any recorded title documents, applicable laws and any mortgage affecting the Property. Seller shall tender possession of the Property to Purchaser in the same condition the Property was in when last inspected by Purchaser, normal wear and tear and casualty damage excepted, to the end that Seller shall not in any way take any action, permit or acquiesce in any action or fail to take any action that will cause a material increase in Purchaser's site development costs or otherwise delay or adversely affect any construction activities contemplated by Purchaser in connection with the Project. Without limitation, from the Effective Date to the Closing Date or earlier termination of this Agreement, Seller shall not do, suffer or permit, or agree to do, any of the following: (i) enter into any transaction with respect to or affecting the Property that would in any way prevent Seller's full performance hereunder, or limit or adversely affect Purchaser's rights hereunder or as an owner of the Property following Closing (including, without limitation, anything that may subject Purchaser to any cost, liability or expense or otherwise interfere with, delay or increase the cost of Purchaser's acquisition, development, construction and operation of the Project on the Property); (ii) sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; (iii) enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Property without the prior written consent of Purchaser, or (iv) without limiting the foregoing, change the grade or other physical characteristics of the Property in any respect unless Purchaser has given its prior written approval to any such change. Seller shall indemnify, defend (with counsel satisfactory to Purchaser) and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from and against any loss, cost, damage, expense or liability (including reasonable attorneys' fees, including fees on appeal) suffered or incurred as a result of Seller's breach of the foregoing covenant (such covenant to survive Closing), and, without limiting any of Purchaser's rights and remedies hereunder, Purchaser shall have the unconditional right, at its option, to extend the Feasibility Period and/or the Closing Date by up to one hundred eighty (180)

days as a result of any such breach by Seller.

(c) Seller shall not enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Property without the prior written consent of Purchaser,


13. Notices. All notices shall be personally delivered, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested), with a courtesy copy concurrently

sent via electronic mail. Notices sent via personal delivery, overnight courier service and electronic mail will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. Seller and Purchaser agree that notice may be given on behalf of each party by the counsel for each party and notice by such counsel in accordance with this Section 13 shall constitute notice under this Agreement. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct in writing by notice given pursuant to this Section 13, but any such notice of a new address shall not be effective until actually received by the other party:

Seller: City of Carnation
4621 Tolt Avenue, P.O. Box 1238
Carnation, WA 98014 _____
ana.cortez@carnationwa.gov _____

with a copy to: _____

Purchaser: [Remlinger Entity]
32610 NE 32nd Street
Carnation, WA 98014
Phone: (206) 300-0772
Email: gary@remlingerfarms.com

with a copy to: The Remlinger Group

Attn: Drake Remlinger
Phone: (425) 330-1160
Email: drake@remlingergroup.com

with a copy to: Ojala Law, Inc., P.S.
PO Box 211
Snohomish, WA 98291
Attn: Nate R. Veranth

Phone: (425) 788-2222
Email: nate@ojalalaw.com

14. Brokers.

(a) Each party represents and warrants to the other that neither has employed, retained or consulted a broker, agent or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein. Seller and Purchaser each hereby indemnifies and agrees to defend and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including, without limitation, court costs and attorneys' fees, inclusive of fees incurred in connection with enforcement of this indemnity and fees on appeal) that may be asserted or recovered against the indemnified party on account of any brokerage fee, commission or other compensation arising by reason of the indemnitor's breach of these representations and warranties the foregoing indemnities being herein referred to as the "**Brokerage Indemnities**"). The Brokerage Indemnities shall survive Closing or any sooner termination of this Agreement, notwithstanding any contrary provision of this Agreement.

(b) Drake Remlinger is a member of Purchaser and is a licensed real estate broker in the State of Washington.

15. Default.

(a) Seller's Default. If the purchase and sale contemplated by this Agreement is not consummated because of the default of Seller, Title Company shall immediately refund to Purchaser the Earnest Money Deposit without prejudice to any other legal or equitable right or remedy of Purchaser against Seller, including (but not limited to) specific performance. In addition, if the failure to close was based on a breach of warranty or intentional default by Seller, Seller shall immediately reimburse Purchaser all of Purchaser's out-of-pocket due diligence costs up to 350,000.00.

(b) Purchaser's Default. If Purchaser fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) Business Days after Purchaser's receipt of notice of such failure from Seller, then Seller may as its sole and exclusive remedy have, and Title Company shall deliver to Seller, the Earnest Money actually paid in cash to Title Company prior to the default, as full, complete and final liquidated damages, and not as a penalty. Seller and Purchaser hereby agree that it would be difficult, if not impossible, to ascertain the damages accruing to Seller as a result of a default by Purchaser under this Agreement, but that the parties have agreed upon the Earnest Money paid prior to the default as a reasonable estimate thereof. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Purchaser at law and in equity and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy that Seller may have against Purchaser as a result of Purchaser's default.

16. Date of Agreement; Dates. If this Agreement is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it to the other party. In such event, said offer shall expire, unless sooner revoked, at midnight on the fifth (5th) Business

Day following execution by the offering party, unless by that time one copy executed by the party to whom the offer has been made shall have been placed in the mail or personally delivered to the party making the offer. The "**Effective Date**" of this Agreement shall be the date upon which it is accepted by the party to whom the offer is made. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday or any United States or State holiday, the party having such privilege or duty shall have until 11:59 p.m. Local Time on the next succeeding Business Day to exercise such privilege or to discharge such duty.

17. Miscellaneous.

(a) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

(b) Waiver. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

(d) Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

(e) Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(f) Time of the Essence. Time is of the essence of this Agreement.

(g) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

(h) Exhibits and Schedules. The exhibits attached hereto are hereby incorporated herein by this reference.

(i) Amendment to this Agreement. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

(j) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(k) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Purchaser and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(l) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

(m) Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the substantially prevailing party, if any, in such action shall be entitled to recover from the other party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

18. Development Agreement. The parties acknowledge and agree that Purchaser is purchasing the Property for purposes of constructing the Project in accordance with a development agreement, in the form attached hereto as **Exhibit "E"** and incorporated herein by this reference.

19. Moratoria. If, at any time prior to Closing, the City of Carnation, or any other governmental entity having jurisdiction over the Property, shall impose any development restrictions, including, without limitation, any moratorium, that materially inhibits, interferes with, or stops Purchaser's ability to apply for and/or receive final approval of, Purchaser's development permits ("**Development Restrictions**"), then the Feasibility Period shall be extended (or reinstated, as applicable) until the date that is one hundred eighty (180) days following the date that the Development Restrictions are repealed or expire. In such event, all relevant dates and timelines hereunder shall be adjusted accordingly.

20. Force Majeure. If, through no fault of Purchaser or Seller, and by reason of a Force Majeure Event (defined below), any contingency or condition in the Agreement cannot be timely completed, then all time periods relative to the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for a reasonable time under the circumstances, up to one hundred eighty (180) days, and the contingency or condition shall be satisfied as soon as reasonably practicable. "**Force Majeure Event**" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events included acts of God, war, riots, strikes, fire, floods, epidemics, pandemics.

[signatures on following page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

SELLER:

CITY OF CARNATION, a
Political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date of Execution by Seller: _____

PURCHASER:

[REMLINGER ENTITY]
a Washington limited liability company

By: _____

Name: _____

Title: _____

Date of Execution by Purchaser: _____

EXHIBITS TO BE ADDED

- EXHIBIT "A" – Legal Description of Property
- EXHIBIT "B" – Earnest Money Note
- EXHIBIT "C" – Form of Deed
- EXHIBIT "D" – Project Concept Drawing
- EXHIBIT "E" – Form of Development Agreement

Exhibit A

Legal Description of the Property

Site Description:

- a. Location: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and identified as Assessor's Parcel No. 162507-9073.
- b. Size and Description: The subject site is located on the west side of Larson Avenue, south of Entwistle Street. The property is configured as an irregular rectangle being approximately 7.52 acres in area. In its flag shaped configuration, the main body of the property is approximately 588 east to west and 550 feet north to south, and a 160 wide extension (flag) along its west boundary to the north for an additional 240 feet. The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west. The property has a street frontage of 155 feet along the Larson Avenue right-of-way (currently unimproved) which dead ends at the southern extent of the property's frontage. The depth of the property extends 560 feet to the west where it abuts King County's Tolt McDonald Park. Vegetation on the site consists of a maintained grass surface.

A-13CD

King County Department of Assessments

Setting values, serving the community, and promoting fairness and equity.

You're in: Assessor >> Look up Property Info >> eReal Property

Department of Assessments

201 South Jackson Street, Room 708 Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300 FAX: 206-296-5107 TTY: 206-296-7688

Send us mail

ADVERTISEMENT

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Property Detail](#)

PARCEL

Parcel Number	162507-9073
Name	CARNATION CITY OF
Site Address	4301 LARSON AVE 98014
Legal	LOT 1 CARNATION BLA# LLA-06-00001 REC #20060727900005 SD BLA BEING POR SE 1/4 OF SW 1/4 STR 16-25-07

BUILDING 1

Year Built	
Building Net Square Footage	
Construction Class	
Building Quality	
Lot Size	356097
Present Use	Utility, Public
Views	No
Waterfront	

TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2023 Levy Code: 0971 Total Levy Rate: \$8.16441 Total Senior Rate: \$4.51150



50.64% Voter Approved

[Click here to see levy distribution comparison by year.](#)

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Appraised Imps Increase (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2022	2023	1,780,400	0	1,780,400	0	0	0	0
2021	2022	1,068,200	0	1,068,200	0	0	0	0
2020	2021	1,068,200	0	1,068,200	0	0	0	0
2019	2020	1,068,200	0	1,068,200	0	0	0	0
2018	2019	890,200	0	890,200	0	0	0	0
2017	2018	890,200	0	890,200	0	0	0	0
2016	2017	712,100	0	712,100	0	0	0	0
2015	2016	712,100	0	712,100	0	0	0	0
2014	2015	712,100	0	712,100	0	0	0	0
2013	2014	712,100	0	712,100	0	0	0	0
2012	2013	712,100	0	712,100	0	0	0	0
2011	2012	712,100	0	712,100	0	0	0	0
2010	2011	712,100	0	712,100	0	0	0	0
2009	2010	712,100	0	712,100	0	0	0	0
2008	2009	534,100	0	534,100	0	0	0	0
2007	2008	487,800	0	487,800	0	0	0	0
2006	2007	473,000	109,000	582,000	0	0	0	0
2005	2006	465,600	109,000	574,600	0	0	0	0
2004	2005	483,000	201,000	684,000	0	0	0	0
2003	2004	483,000	171,000	654,000	0	0	0	0
2002	2003	458,000	163,000	621,000	0	0	0	0

Reference Links:

- [King County Taxing Districts, Cages and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)

ADVERTISEMENT

2001	2002	458,000	163,000	621,000	0	0	0	0
2000	2001	423,000	137,000	560,000	0	0	0	0
1999	2000	385,000	127,000	512,000	0	0	0	0
1998	1999	464,000	95,000	559,000	0	464,000	95,000	559,000
1997	1998	0	0	0	0	464,000	95,000	559,000
1996	1997	0	0	0	0	386,400	95,400	481,800
1994	1995	0	0	0	0	386,400	95,400	481,800
1992	1993	0	0	0	0	143,600	95,400	239,000
1990	1991	0	0	0	0	109,600	91,700	201,300
1988	1989	0	0	0	0	39,600	54,500	94,100
1987	1988	0	0	0	0	39,600	57,600	97,200
1986	1987	0	0	0	0	39,600	56,100	95,700
1985	1986	0	0	0	0	28,200	60,500	88,700
1984	1985	0	0	0	0	28,200	49,000	77,200
1982	1983	0	0	0	0	28,200	49,000	77,200

ADVERTISEMENT

Updated: July 25, 2022

[Share](#) [Tweet](#) [Email](#)

Information for...

- [Residents](#)
- [Businesses](#)
- [Job seekers](#)
- [Volunteers](#)
- [King County employees](#)

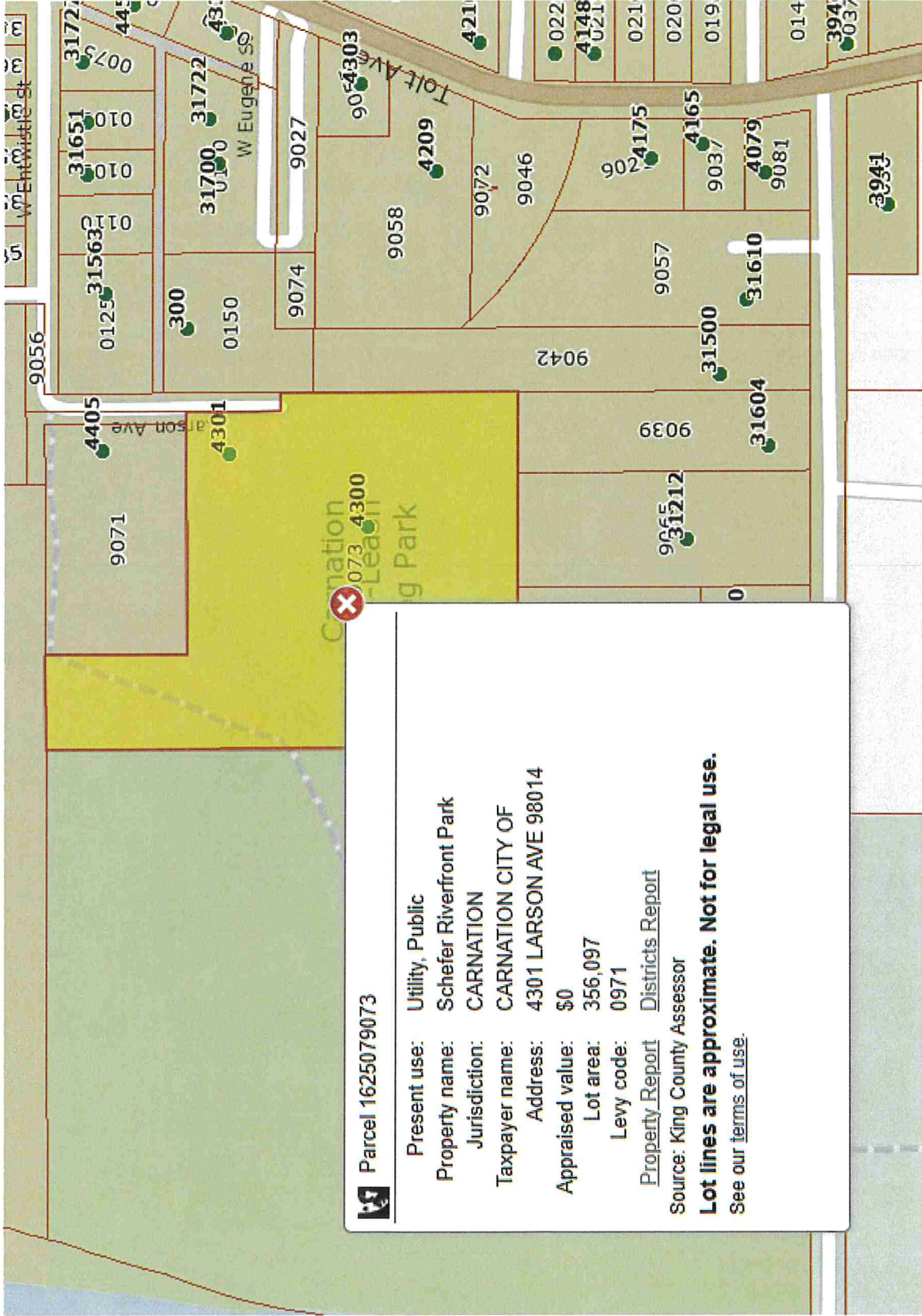
Do more online

- [Trip Planner](#)
- [Property tax information & payment](#)
- [Jail inmate look up](#)
- [Parcel viewer or iMap](#)
- [Public records](#)
- [More online tools...](#)

Get help

- [Contact us](#)
- [Customer service](#)
- [Phone list](#)
- [Employee directory](#)
- [Subscribe to alerts](#)





 Parcel 1625079073

Present use: Utility, Public
 Property name: Schefer Riverfront Park
 Jurisdiction: CARNATION
 Taxpayer name: CARNATION CITY OF
 Address: 4301 LARSON AVE 98014
 Appraised value: \$0
 Lot area: 356,097
 Levy code: 0971
 Property Report [Districts Report](#)
 Source: King County Assessor

Lot lines are approximate. Not for legal use.
 See our [terms of use](#).

EXHIBIT "B"

Form of Earnest Money Note

[See Attached]

EARNEST MONEY PROMISSORY NOTE

\$120,000.00

Seattle, Washington
_____, 2023

FOR VALUE RECEIVED, [**REMLINGER ENTITY**], a Washington limited liability company ("**Maker**"), promises to pay to Chicago Title Insurance Company, 3002 Colby Avenue, Suite 200, Everett, Washington ("**Title Company**"), the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100ths DOLLARS (\$120,000.00) to be held in escrow for the benefit of both Maker and THE CITY OF CARNATION, a political subdivision of the State of Washington ("**Seller**").

The indebtedness evidenced by this promissory note (this "**Note**") is the Earnest Money described in the Real Property Purchase Agreement between Maker, as "Purchaser", and Seller dated effective _____, 2023 ("**Purchase Agreement**"). Title Company will hold this Note in escrow. This Note is not subject to interest.

The indebtedness evidenced by this Note will only be due as provided by the terms and conditions of the Purchase Agreement.

Upon Maker's payment in full of the indebtedness evidenced by this Note, the entire amount so paid will be conclusively deemed to be the "Earnest Money" under the Purchase Agreement, and Title Company will deposit, hold, pay and refund such Earnest Money in accordance with the terms of the Purchase Agreement. Title Company's acceptance of this Note will be conclusively deemed to be Title Company's agreement to the terms of this Note.

This Note will be construed and enforced in accordance with the laws of the State of Washington, and venue for any action to enforce or collect this Note will be in Seattle, King County, Washington.

[**REMLINGER ENTITY**],
a Washington limited liability company

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT "C"

Form of Statutory Warranty Deed

Recording Requested by and
After Recording Return to:

[
]
[
]
[
]

STATUTORY WARRANTY DEED

Grantor: THE CITY OF CARNATION, a political
subdivision of the State of Washington

Grantee: [REMLINGER ENTITY], a Washington limited
liability company ("Purchaser"),

**Abbreviated Legal
Description:** []
Complete legal description on Exhibit A.

**Assessor's Tax Parcel
ID#:** []

For the consideration of [Ten and no/100 Dollars], and other valuable consideration, THE CITY OF CARNATION, a political subdivision of the State of Washington ("Grantor"), does hereby convey and warrant to [REMLINGER ENTITY], a Washington limited liability company ("Grantee"), the real property situated in King County, Washington, legally described on Exhibit A attached hereto and incorporated herein.

SUBJECT TO: Items listed on Exhibit B attached hereto and incorporated herein.

[Signatures Follow]

DATED: This _____ day of _____, 2024.

GRANTOR:

CITY OF CARNATION, a political
subdivision of the State of Washington

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney for the City of
Carnation, WA, a political subdivision
of the State of Washington

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **THE CITY OF CARNATION**, a political subdivision of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT C

After Closing Date

EXHIBIT "D"

Project Concept Drawing

[Reference Site Plan Attachment to Development Agreement]

Site Plan Rendering

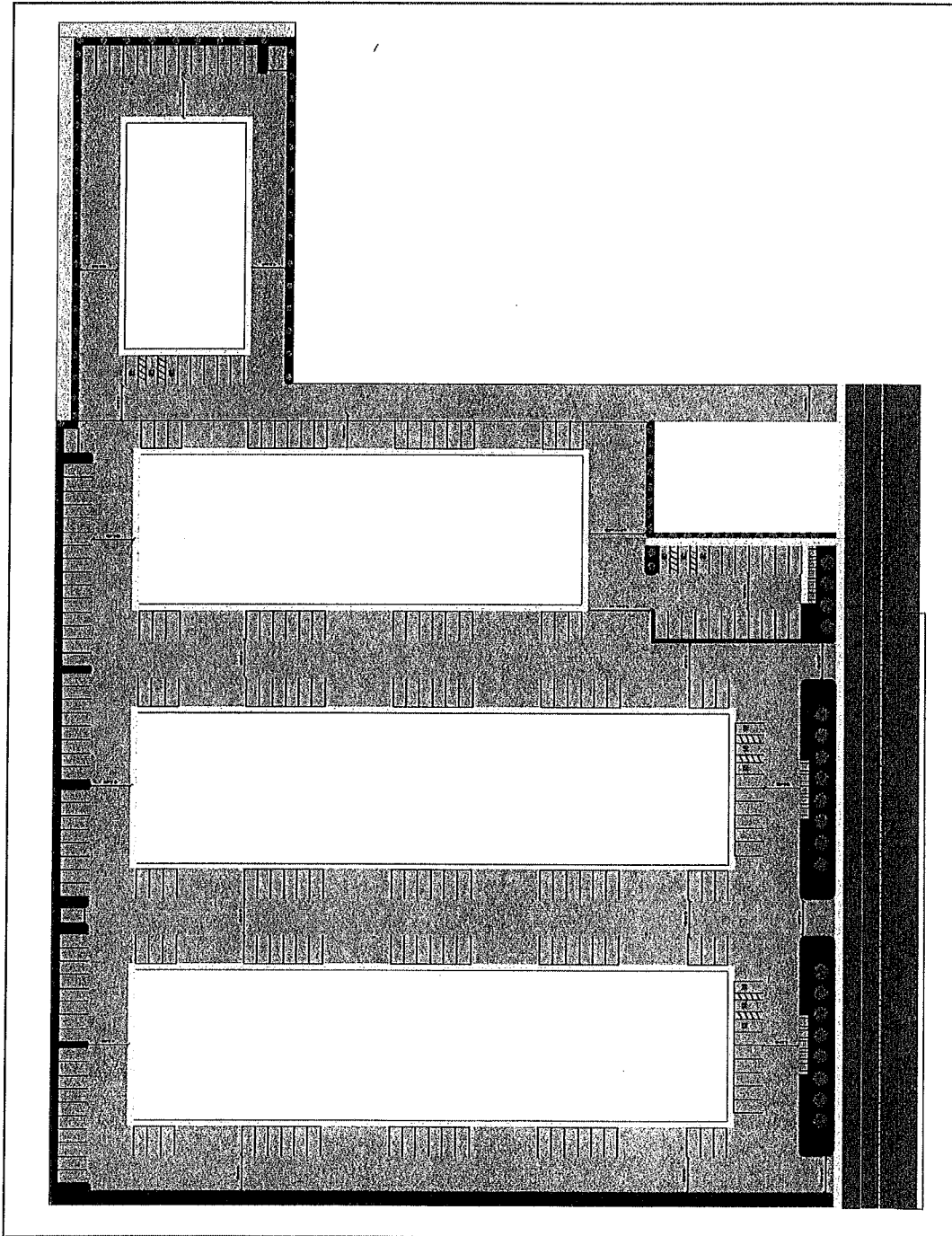


EXHIBIT E

ATTACHMENT B

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into on this 30th day of August, 2023 ("**Effective Date**"), by and between the CITY OF CARNATION, a municipal corporation under the laws of the State of Washington ("**City**"), and [REMLINGER ENTITY], a Washington limited liability company ("**Developer**") (City and Developer are each sometimes referred to herein individually as a "**Party**" and, together, as the "**Parties**").

RECITALS

- A. The City and Developer are parties to that certain Real Property Purchase Agreement ("**PSA**"), of even date herewith, pursuant to which the City has agreed to sell, and Developer has agreed to purchase, the real property located in the City of Carnation, County of King, State of Washington, and legally described on **Exhibit A** ("**Property**").
- B. The City has commenced a land segregation process, City of Carnation Preliminary Short Subdivision Application Number SHP22-0003, pursuant to which the City intends to legally segregate the Property from its Parent Parcel (King County Parcel No. 1625079073).
- C. Developer desires to develop the Property as a project to be used in a manner consistent with the light industrial/manufacturing zone established pursuant to Section 15.36.030 ("**LIM Zone**"), City of Carnation Municipal Code ("**CMC**"), and the uses permissible therein ("**Project**"), and the City has determined that the Project will provide significant public benefit to the City and the broader community.
- D. The City's most important interest in the development of this property is to activate the parcels for future development which will provide employment opportunities, access to services locally, road and infrastructures improvements, and diversification of municipal revenues.
- E. The City has the authority to enter this Agreement pursuant to RCW 36.70B.170 *et seq.* and CMC Title 15.
- F. Capitalized terms used, but not defined herein, shall have the meanings given to them in the PSA.

AGREEMENT

1. Introduction.

Upon approval of the PSA and this Agreement, the provisions of this Agreement, in addition to the provisions of the PSA, as applicable, shall govern the development of the Property. The Parties recognize that the development of the Project, including conformance with the conditions in this Agreement, is subject to third party permits and approvals outside of the control of the City or Developer. Nothing in this Agreement is intended to, or shall, in any way limit, expand, impair or otherwise amend any of the terms, conditions, rights, remedies or obligations of the Parties under the PSA.

2. Project Description.

The Project that is the subject of this Agreement is a high-quality development light industrial development, as conceptually depicted in the site plan ("*Site Plan*") attached hereto as **Exhibit B** and incorporated herein by this reference. The Parties contemplate that the Project shall comprise at least 80,000 square feet intended to serve uses consistent with the LI/M Zone. The ultimate scope and mix of specific uses constructed will be determined by Developer based on market demand and the land use capacity of the Property, subject to the development standards set forth in this Agreement. A maximum of 20% of the total building square feet may be developed as storage space. In the event Developer wants to develop more than 20% of the total building's square footage as any form of storage space, Developer shall pay City \$50,000.00 annually. The total square feet of storage space may not exceed 33% of the buildings' total square footage.

Storage in this section is defined as passive use of building space such as that used for parked vehicles, boats, equipment, sedentary inventory and or other similar uses; this definition excludes use of footage for inventory required for periodic business, commercial, professional activity.

3. Development Plan.

3.1 Development Elements. The City and Developer contemplate a development plan for the Property and Project. The plan contemplates, among other things, a development that balances economic development, including employment opportunities, revenue generation for the City, community connectivity and wayfinding, and environmental protection. The plan includes the following elements:

A. Economic Development:

Creating at least 80,000 square feet of LI/M Zone space envisioned to provide meaningful employment opportunities within the community and revenue generation to the City. In a mutual effort maximize the footprint of the Project and complete the Larson Ave Extension (defined below) in a timely manner, the City shall permit Developer, and grant to Developer any rights necessary, to expand and/or alter the existing infiltration system(s) serving the existing vacuum station on the Parent Parcel to fulfill stormwater management requirements.

B. Roads:

(i) Design and Construction of Larson Extension: The terms of this Agreement satisfy the requirements set forth in CMC 15.56.190. In lieu of transportation impact fees otherwise collectible by the City in connection with the Project, and in full satisfaction of Developer's off-site traffic mitigation obligation, including, without limitation, those set forth in CMC Section 15.56.190 developer shall design, engineer and construct an extension of Larson Ave along the eastern boundary, to the southern boundary, of the Property ("*Larson Ave Extension*")

including curb, gutter and sidewalk along both sides of the street. Within ninety (90) days following the Effective Date, the City and Developer will work diligently to prepare mutually acceptable design and construction standards and specifications for the Larson Ave Extension that are consistent with the nature of the Project.

(ii) NE 40th Connector. This element includes extending Larson Ave to NE 40th Street for purposes of extending Larson Ave to a controlled stop-sign intersection with NE 40th Street. This element includes road, sidewalks and gutters to follow City Standards that apply. The Developer will design, engineer and construct the equivalent cost of a 490 lineal foot southern extension of complete street. This element is contingent upon city acquisition of public right of way.

For the avoidance of doubt, Developer's obligations to (i) design, engineer, and construct the Larson Ave Extension; and (ii) design and engineer the NE 40th Connector shall fully satisfy any and all obligations Developer may have to pay any transportation impact fees, under any applicable law or legal theory, regardless of whether the City acquires Properties and/or Developer constructs the NE 40th Connector.

Finally, Developer will exercise good faith efforts to facilitate a meeting between the owner of the needed Properties and the City in connection with the City's efforts to acquire that property. If the City acquires the needed Properties within five (5) years of the Closing Date (per the Purchase and Sale Agreement dated 8.30.2023, then Developer will construct at its own cost, the **NE 40th Connector** to NE 40th Street.

In the event the City does not obtain the needed properties within 5 years of closing in order to connect Larson to NE 40th Street, then Developer will provide City with all design, CAD and engineering files for the design, engineering and construction of the extension.

The Developer shall design, engineer and construct the road connecting Larson to NE 40th within 3 years of City's land acquisition of the needed Properties. Failure to complete this element within stated timeline is addressed in 3.2.i

C. Soft Surface Trail Easement and trail construction:

A soft surface trail connecting Tolt MacDonald Park to East Entwistle Street traverses the northwesterly portion of the Property ("***Soft Surface Trail***"). In an effort to maximize the footprint of the Project, the City and Developer will exercise diligent good faith efforts to work with King County to relocate the Soft Surface Trail on the King County Property. However, if King County is not

willing to accept and establish the Soft Surface Trail on the King County Property, then as a condition to Developer's construction permits for the Project, Developer will dedicate a five (5) foot strip of land along the northern boundary of the Property as a permanent easement for this trail for public use. Notwithstanding the forgoing, the Soft Surface Trail shall be designed in conjunction with, and shall be contained within, the minimum perimeter landscape buffers, if any, as may be required for the Project. The dedication of the Soft Surface Trail shall not result in any additional increases to landscape and buffering requirements.

D. Connectivity and Wayfinding:

Developer shall design and fund signage as part of the Project on the Property that will enhance connectivity and wayfinding along Route 203 to areas such as City Hall, the Business Park, Tolt Commons, Memorial Park and other destinations, all subject to City design standards.

E. Artwork:

Developer shall include public artwork dedicated to the Schefer family legacy along the soft surface in any location where can be enjoyed by the public. The final design for the soft surface trail and artwork will be a joint decision by City and Developer.

3.2 Development Schedule.

(i) Developer will submit to the City a complete application for permits to construct the Project conceptually consistent with the Site Plan on or before January 31, 2025 and will exercise diligent best efforts to complete construction of the Project no later than the third (3rd) anniversary of the Closing ("**Completion Timeline**"), subject to the City's compliance with the terms of this Agreement.

Developer shall be expected to meet 100% completion of 3.1.A, 3.1.B (i), 3.1.C, 3.1.D and 3.1.E by the 3rd anniversary of closing. If Developer delays longer than the 3rd anniversary of closing due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beginning on the 91st day after the 3rd anniversary, the Developer shall pay the City \$25,000.00.

3.2 (i) applies to 3.1.B (ii) if the NE 40th Connector is deemed feasible and only after the City acquires properties.

(ii) To the best of the City's ability all permit applications in connection with the Project shall be processed on an expedited basis. The Parties understand that there may be permits, decisions, and/or approvals from third parties necessary to

the permitting of the Project ("**Third Party Approvals**") and the issuance of which the City does not control. However, the City shall, in all cases, respond to Developer's requests for review of submittals and inspection of work, with a complete set of comments and/or approval, within fourteen (14) business days; provided that in no event shall be foregoing be construed to provide the City more time to review the Project, or any element thereof, than is provided for by applicable law. Additionally, upon written request of Developer, the City shall exercise reasonable good faith efforts to assist Developer in obtaining Third Party Approvals. Due to the Completion Timeline proposed by the City, the City's diligent commitment to expedited review is fundamental hereto, and without which Developer would not have entered this Agreement.

4. Permitted Uses.

The uses permitted on the Property ("**Permitted Uses**") shall include all of those uses that are consistent with the LI/M Zone as set forth in the use tables in CMC Section 15.36.030, as the same exists on the Effective Date and a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference; provided that the Permitted Uses for this Project do not include indoor, or outdoor, self-serve public storage or mini-storage ("**Prohibited Storage**"), except as a use that does not occupy more than 20% of the total building square feet indoors or as allowed by code, whichever is less; provided that the term "Prohibited Storage" shall not include any warehouse use or storage of items, such as materials, inventory, equipment, vehicles, and other property in connection with a use that is permitted in the LI/M Zone. Adult entertainment establishments or marijuana retailers are not permitted uses at this Development.

5. Development Standards.

5.1 Development of the Property shall be subject to the development standards set forth in this Agreement and, in the absence of a standard in this Agreement, the provisions of the CMC, as the same exists on the Effective Date; provided that, at Developer's request, the City will modify those standards to the maximum extent permitted in the table set forth in CMC 15.17.030, as it exists on the Effective Date, and a copy of which is attached hereto as **Exhibit D** and incorporated herein by this reference (as may be modified, "**Development Standards**").

5.2 In the event of a conflict between the Development Standards specified in this Agreement and the requirements of the CMC, the Development Standards of this Agreement shall prevail. In no event shall any of the Development Standards set forth herein supersede or control over any contrary provision or contractual requirement set forth in the PSA.

5.3 Any decision by the City or any representative thereof to reject a plan or permit based on inconsistency with the Development Standards must be made in writing within the timeframe specified in Section 3.2(ii) hereof and must be supported by findings outlining the identified inconsistency.

6. Design and Character.

The Developer agrees it will incorporate design elements consistent with a farm theme for East, West and North periphery facades. The City and Developer agree that the Site Plan, public safety, and fire ratings shall not be compromised by these elements. These façade elements shall include but not be limited to; color schemes, peaked roof elements, covered walkways in front of the office spaces, and landscaping elements.

7. Environmental and Traffic.

7.1 Floodplain Issues. Given that the entire Property is located within the Federal Emergency Management Agency ("*FEMA*") 100-year floodplain, the construction of the Project will be subject to CMC Ch.15.64 – (Floodways, Floodplains, Drainage, and Erosion) and will require approvals from FEMA. Although Developer must investigate and secure all local, regional, state, and federal permits related to the Project at its own expense, the City shall exercise diligent good faith efforts to assist Developer in doing so, including, without limitation, providing continuing political support, writing letters, and participating in the meetings as reasonably necessary and appropriate to ensure that Developer obtains all such Third Party Approvals as quickly as possible.

Furthermore, the Parties will work in good faith to identify offsite opportunities that can provide sufficient flood plain storage in order to maximize the footprint of the Project and to prove, through industry standard flood plain modeling, that any rises to the flood plain caused by the Project will be mitigated. Upon providing evidence of this result, the City will support a Conditional Letter of Map Revision (CLOMR) demonstrating the same to FEMA, and, post-construction, a final Letter of Map Revision (LOMR) demonstrating the same.

7.2 Shoreline Jurisdiction & Critical Areas. A strip along the western portion of the Property lies within the shoreline jurisdiction and any development or improvements within that area will be subject to the Carnation Shoreline Master Program. The City represents to Developer that, to the best of the City's knowledge, other than the described shoreline area, there are no known or mapped wetlands or other critical areas on the Property. In order to permit the Project, Developer would need to hire a qualified professional to complete a survey of the Property and prepare a Critical Areas Report.

7.3 As part of the Project, Developer will prepare AM and PM peak-hour weekday and weekend intersection analysis that studies the amount of traffic to be generated by the Project during AM and PM peak-hour, the potential transportation effects of the Project during such times, and showing acceptable operations (Level Of Service D or better) of the study intersections or providing for adequate intersection improvements to meet such peak-hour level of service standards (Level Of Service D). For the avoidance of doubt, the Parties acknowledge that Developer's obligations as set forth in Section 3.1(ii) hereof constitute material off-site traffic mitigation and Developer will have no further traffic mitigation obligations, except to the extent necessary to achieve a Level of Service D or better in the applicable study intersections.

Developer's traffic analysis shall be limited to existing transportation infrastructure within the city limits of Carnation and the City agrees that such analysis shall fully satisfy the City's traffic-related permit requirements for the Project.

8. Additional Community Benefits.

8.1 Ombudsperson. The City will designate a City staff person to serve as a conduit between the community, Developer and various City departments, residential organizations, and neighbors beginning no later than two weeks from fully executed documents. The Ombudsperson will ensure all Parties fulfill all terms of this Agreement and the PSA. The Ombudsperson will also work cooperatively in good faith with Developer and community organizations on community engagement activities during construction.

8.2 Schefer Riverfront Coordinating Group. Developer and the City shall exercise good faith efforts to convene the Schefer Riverfront Coordinating Group ("**CG**") at least every two months during calendar years 2023 through 2025 to develop public messaging and information to keep Carnation residents informed about the Project. CG will include one representative from the following organizations: Carnation City Council, CED Committee, , Puget Sound Energy, Planning Board, King County Waste Water, Carnation City Manager's Office, Developer, and King County Parks.

9. Claw Back Provision.

9.1 Generally. The Parties intend that Developer will complete the design, entitlement and construction of the Project within three (3) full calendar years of Closing. If Developer fails to exercise diligent best efforts to so timely complete the Project, then, subject to the City's compliance with this Agreement, the City will have the option to purchase the Property from Developer for a purchase price equal to one hundred percent (100%) of the fair market value of the Property, which shall consider all relevant factors, including, without limitation, any entitlement obtained, and/or development completed on, the Property ("**Fair Market Value**"), as provided in this Section 8 ("**Purchase Option**").

9.2 Exercise of Option. If the City has the right to exercise a Purchase Option and elects to do so, the City shall hire an MAI certified appraiser representing the City, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ("**City's Appraiser**"), who shall determine the Fair Market Value of the Property. The City shall notify Developer by written notice of its election to exercise a Purchase Option ("**Option Notice**"), which Option Notice shall state with particularity the basis for the City's right to exercise a Purchase Option and the City's opinion of the Fair Market Value of the Property, as determined by this City's Appraiser. If Developer agrees with the City's statement of the Fair Market Value, then Developer shall so notify the City thereof within ten (10) business days following receipt of the Option Notice ("**Developer Response**") and the Parties shall work in good faith to prepare definitive documents governing the sale of the Property to the City on an as-is, where is basis within sixty (60) days following the

City's receipt of the Developer Response. If Developer does not agree that the City has the right to exercise a Purchase Option, then it shall so notify the City in the Developer Response and then either party shall have the right to submit the question for adjudication in the Superior Court for King County. If the Developer agrees that the City has the right to exercise the Purchase Option, but does not agree with the City's statement of the Fair Market Value, then it will so notify the City in the Developer Response (referred to below as the "*Developer Arbitration Notice*") and the question will be subject to arbitration as provided in this Section 8.

In the event the City exercises the Claw Back Provision, Developer will provide City with all feasibility studies, engineering, CAD and design files related to the project.

If Developer delays longer than the 3rd anniversary of closing due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beginning on the 91st day after the 3rd anniversary, the Developer shall pay the City \$25,000.00.

In the event Developer sells this project at any stage of development or construction, the new owner will abide by this Development Agreement.

9.3 Arbitration. The Developer Arbitration Notice shall specifically state Developer's opinion of the Fair Market Value and shall hire an MAI certified appraiser representing Developer, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ("*Developer's Appraiser*"), who shall determine the Fair Market Value of the Property. Within ten (10) business days following the City's receipt of the Developer Arbitration Notice, the City's Appraiser and the Developer's Appraiser shall appoint an independent MAI certified appraiser, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ("*Third Appraiser*"). Within thirty (30) days following his or her appointment, the Third Appraiser shall select either the City's or the Developer's determination of the Fair Market Value of the Property as the closest approximation of the actual Fair Market Value of Property and that shall be the purchase price for the Property. The sale of the Property shall be as-is, where-is, and shall be closed within sixty (60) days following the issuance of the Third Appraiser's opinion.

10. General Provisions.

10.1 Notices. All notices shall be personally delivered, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested), with a courtesy copy concurrently sent via electronic mail. Notices sent via personal delivery, overnight courier service and electronic mail will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. The City and Developer agree that notice may be given on behalf of each party by the counsel for each party and notice by such

counsel in accordance with this Section 9.1 shall constitute notice under this Agreement. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct in writing by notice given pursuant to this Section 9.1, but any such notice of a new address shall not be effective until actually received by the other party:

The City: City of Carnation
4621 Tolt Avenue, P.O. Box 1238
Carnation, WA 98014
Email: ana.cortez@carnationwa.gov

with a copy to:

Thompson, Guildner & Associates, Inc., P.S.
110 Cedar Ave, Ste 102
Snohomish, WA 98290

with a copy to:

Developer: [*Remlinger Entity*]
10422 NE 37th Cir, Suite 100
Kirkland, WA 98033
Phone: (425) 330-1160
Email: drake@remlingergroup.com

with a copy to:

Remlinger Farms
Attn: Gary Remlinger
Phone: (206) 300-0772
Email: gary@remlingerfarms.com

with a copy to:

Ojala Law, Inc., P.S.
PO Box 211
Snohomish, WA 98291
Attn: Nate R. Veranth
Phone: (425) 788-2222
Email: nate@ojalalaw.com

10.2 Recording. Either Party may arrange for the recording of a memorandum of this Agreement with the King County Recorder's Office, as necessary to disclose this Agreement on title documents for the Property. This Agreement shall run with the land as binding on the Parties and their successors and assigns. It is mutually agreed that the terms of this Agreement touch and concern the land and shall be covenants running with the land.

10.3 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

10.4 Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

10.5 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not render this Agreement invalid or unenforceable as a whole and, in such event, the Parties shall exercise diligent good faith efforts to reform the Agreement in a manner that is fully valid and enforceable and that reflects the Parties' intentions as to their relative benefit and bargain hereunder.

10.6 Time of the Essence. Time is of the essence of this Agreement.

10.7 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

10.8 Exhibits and Schedules. The exhibits attached hereto are hereby incorporated herein by this reference.

10.9 Amendment to this Agreement. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

10.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

10.11 Entire Agreement. Except for the PSA this Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Developer and The City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

10.12 Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the substantially prevailing party, if any, in such action shall be entitled to recover from the other party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

10.13. Term. Pursuant to RCW 36.70B.170 et seq., the Development Standards and other provisions of this Agreement shall apply to and govern and vest the development and use of the Property for a period of twenty (20) years from the Effective Date. After the Effective Date, the City may adopt new or modified laws and regulations relating to a particular subject matter specified in this Agreement or presently existing development regulations, but these new or modified standards will not apply to the Project unless Developer chooses. This Agreement shall remain in force throughout the twenty (20) year vesting period unless the City repurchases the Property, in which case this Agreement shall immediately and automatically terminate and neither Party shall have any further obligation hereunder.

10.14 Force Majeure. If, through no fault of the City or Developer, and by reason of a Force Majeure Event (defined below), any obligation in this Agreement cannot be timely completed, then all time periods relative to the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for a reasonable time under the circumstances, up to one hundred eighty (180) days, and the obligation shall be satisfied as soon as reasonably practicable. "**Force Majeure Event**" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events included acts of God, war, riots, strikes, fire, floods, epidemics, pandemics.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

CITY OF CARNATION, a
political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

Date of Execution by Seller: _____

[REMLINGER ENTITY]
a Washington limited liability company

By: _____
Name: _____
Title: _____

Date of Execution by Purchaser: _____

STATE OF WASHINGTON)

COUNTY OF _____)

I hereby certify that before me personally appeared _____, to me known to be the _____ of THE CITY OF CARNATION, political subdivision of the State of Washington, and said person did acknowledge before me that said instrument is the free act and deed by said entity for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2023.

_____(Signature of Notary)

_____(Name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My appointment expires: _____

STATE OF WASHINGTON)

COUNTY OF _____)

I hereby certify that before me personally appeared _____, to me known to be the _____ of [REMLINGER ENTITY] LLC, a Washington limited liability company, and said person did acknowledge before me that said instrument is the free act and deed by said limited liability company for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2023.

_____(Signature of Notary)

_____(Name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My appointment expires: _____

Exhibit A

Legal Description of the Property

Site Description:

- a. Location: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and identified as Assessor's Parcel No. 162507-9073.
- b. Size and Description: The subject site is located on the west side of Larson Avenue, south of Entwistle Street. The property is configured as an irregular rectangle being approximately 7.52 acres in area. In its flag shaped configuration, the main body of the property is approximately 588 east to west and 550 feet north to south, and a 160 wide extension (flag) along its west boundary to the north for an additional 240 feet. The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west. The property has a street frontage of 155 feet along the Larson Avenue right-of-way (currently unimproved) which dead ends at the southern extent of the property's frontage. The depth of the property extends 560 feet to the west where it abuts King County's Tolt McDonald Park. Vegetation on the site consists of a maintained grass surface.

King County Department of Assessments

Setting values, serving the community, and promoting fairness and equity.

You're in: Assessor >> Look up Property Info >> Real Property

Department of Assessments

201 South Jackson Street, Room 708 Seattle, WA 98104

Office Hours: Mon - Fri 8:30 a.m. to 4:30 p.m.

TEL: 206-296-7300 FAX: 206-296-5107 TTY: 206-296-7688

Send us mail

ADVERTISEMENT

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Property Detail](#)

PARCEL

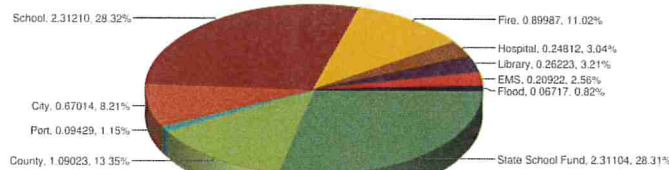
Parcel Number	162507-9073
Name	CARNATION CITY OF
Site Address	4301 LARSON AVE 98014
Legal	LOT 1 CARNATION BLA# LLA-06-00001 REC #20060727900005 SD BLA BEING POR SE 1/4 OF SW 1/4 STR 16-25-07

BUILDING 1

Year Built	
Building Net Square Footage	
Construction Class	
Building Quality	
Lot Size	356097
Present Use	Utility, Public
Views	No
Waterfront	

TOTAL LEVY RATE DISTRIBUTION

Tax Year: 2023 Levy Code: 0971 Total Levy Rate: \$8.16441 Total Senior Rate: \$4.51150



50.64% Voter Approved

[Click here to see levy distribution comparison by year.](#)

TAX ROLL HISTORY

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Appraised Imps Increase (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2022	2023	1,780,400	0	1,780,400	0	0	0	0
2021	2022	1,068,200	0	1,068,200	0	0	0	0
2020	2021	1,068,200	0	1,068,200	0	0	0	0
2019	2020	1,068,200	0	1,068,200	0	0	0	0
2018	2019	890,200	0	890,200	0	0	0	0
2017	2018	890,200	0	890,200	0	0	0	0
2013	2014	712,100	0	712,100	0	0	0	0
2012	2013	712,100	0	712,100	0	0	0	0
2011	2012	712,100	0	712,100	0	0	0	0
2010	2011	712,100	0	712,100	0	0	0	0
2009	2010	712,100	0	712,100	0	0	0	0
2008	2009	534,100	0	534,100	0	0	0	0
2007	2008	487,800	0	487,800	0	0	0	0
2006	2007	473,000	109,000	582,000	0	0	0	0
2005	2006	465,600	109,000	574,600	0	0	0	0
2004	2005	483,000	201,000	684,000	0	0	0	0
2003	2004	483,000	171,000	654,000	0	0	0	0
2002	2003	458,000	163,000	621,000	0	0	0	0

Reference Links:

- [King County Taxing Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue \(External link\)](#)
- [Washington State Board of Tax Appeals \(External link\)](#)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [iMap](#)
- [Recorder's Office](#)

Scanned images of surveys and other map documents

ADVERTISEMENT

2001	2002	458,000	163,000	621,000	0	0	0	0
2000	2001	423,000	137,000	560,000	0	0	0	0
1999	2000	385,000	127,000	512,000	0	0	0	0
1998	1999	464,000	95,000	559,000	0	464,000	95,000	559,000
1997	1998	0	0	0	0	464,000	95,000	559,000
1996	1997	0	0	0	0	386,400	95,400	481,800
1994	1995	0	0	0	0	386,400	95,400	481,800
1992	1993	0	0	0	0	143,800	95,400	239,000
1990	1991	0	0	0	0	109,600	91,700	201,300
1988	1989	0	0	0	0	39,600	54,500	94,100
1987	1988	0	0	0	0	39,600	57,600	97,200
1986	1987	0	0	0	0	39,600	58,100	95,700
1985	1986	0	0	0	0	28,200	60,500	88,700
1984	1985	0	0	0	0	28,200	49,000	77,200
1982	1983	0	0	0	0	28,200	49,000	77,200

ADVERTISEMENT

Updated: July 25, 2022

[Share](#) [Tweet](#) [Email](#)

Information for...

- [Residents](#)
- [Businesses](#)
- [Job seekers](#)
- [Volunteers](#)
- [King County employees](#)

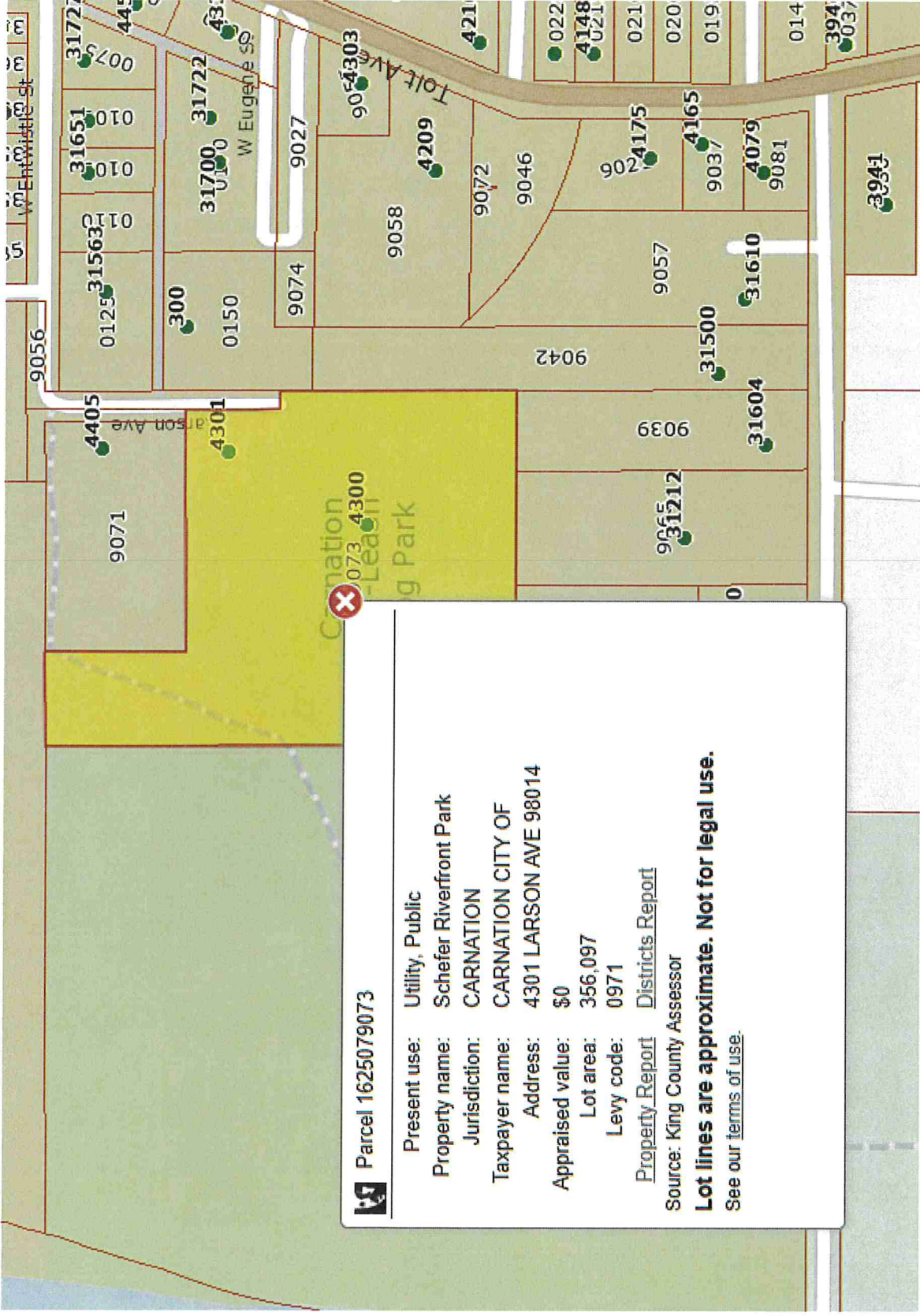
Do more online

- [Trip Planner](#)
- [Property tax information & payment](#)
- [Jail inmate look up](#)
- [Parcel viewer or iMap](#)
- [Public records](#)
- [More online tools...](#)

Get help

- [Contact us](#)
- [Customer service](#)
- [Phone list](#)
- [Employee directory](#)
- [Subscribe to alerts](#)





 Parcel 1625079073

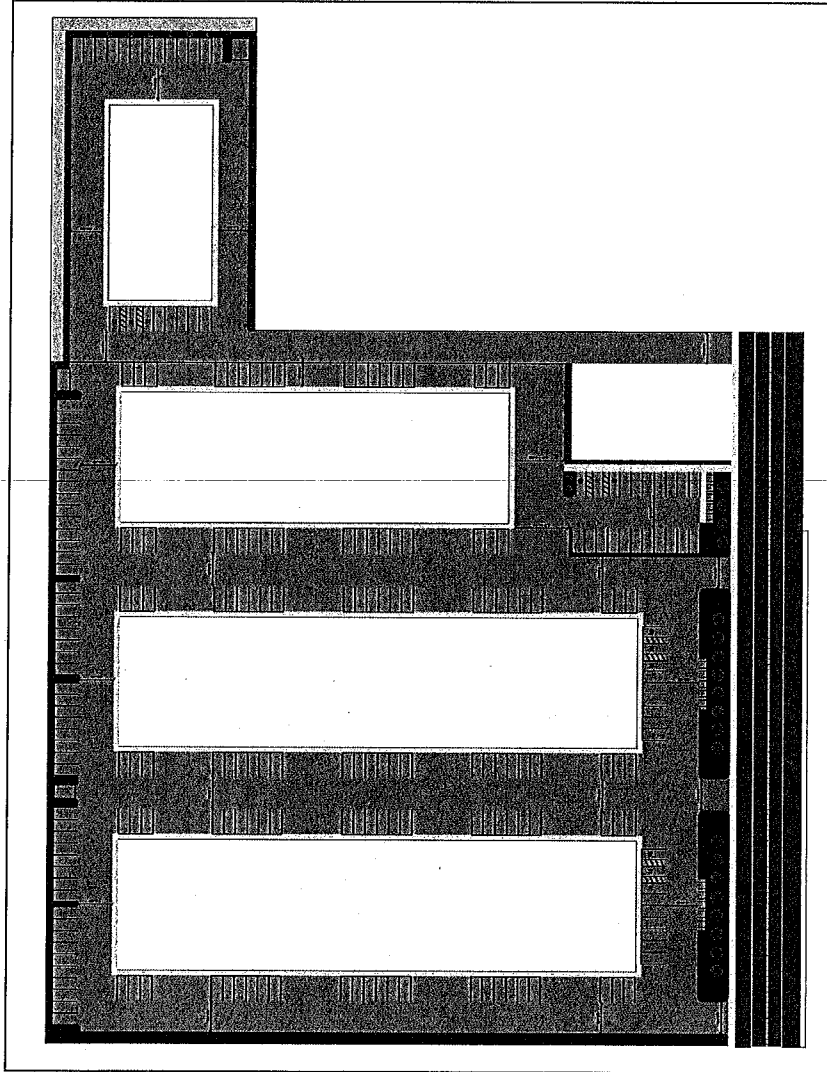
Present use: Utility, Public
 Property name: Schefer Riverfront Park
 Jurisdiction: CARNATION
 Taxpayer name: CARNATION CITY OF
 Address: 4301 LARSON AVE 98014
 Appraised value: \$0
 Lot area: 356,097
 Levy code: 0971
[Property Report](#) [Districts Report](#)
 Source: King County Assessor
Lot lines are approximate. Not for legal use.
 See our [terms of use](#).

Exhibit B
Conceptual Site Plan



ABC'D

Site Plan Rendering





Project Overview

DEVELOPMENT SUMMARY

SITE AREAS	119,070
Building Area	156,880
Parking and Walkway Area	27,695
SF Landscaping Area	318,615
SF Total Site Area	
PARKING REQUIRED	30
Assuming 10% Office	
Spaces Remaining Warehouse	107
Spaces	137
Total Parking Required	Spaces
PARKING PROVIDED	155
Total Standard	Spaces
Spaces Total Oversize	26
Spaces	
REQUIRED LANDSCAPE AREA	5,475 SF
LANDSCAPE AREA PROVIDED	6,700 SF



The proposed development consists of three buildings that will be designed to accommodate multiple configurations and suite sizes. The three buildings combine for a total of 119,070 SF of building area with more than required parking. The flexible building design is necessary in attracting a wide range of business users and manufacturers with their own size requirements. Dividing walls can easily be added or removed. The development will be accessed by Larson Avenue through the new road extension, which will be designed to extend to NE 40th Street.

Exhibit C

LI/M Zone Permitted Uses Table



15.40.120 Uses permitted in non-residential zones.

**Chapter 15.40 Table 2
Table of Permitted Uses in Non-Residential Zones**

Note: For non-residential development in the MU zone, refer to CMC 15.40.140. "P" = Use is permitted
 "S" = Use is allowed and subject to the special use permit criteria in CMC 15.18.040
 "C" = Use is allowed and subject to the conditional use permit criteria in CMC 15.18.040
 " " = Use is prohibited

Use	CBD	MU	SC	LI/M	HC	AGI	Conditions/Reference
Dwelling Units							
Single-family detached					S	P	
Caretaker residence	S	S	S	P	P	P	
Cottage housing							
Townhouse		P (X)					No more than 5 units per building. CMC 15.40.150 (X) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Duplex							
Multifamily		P (X)					CMC 15.40.150 (X) A permitted non-

Created: 2023-03-08 14:13:28 [EST]

						residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Mixed use	P (x)	P (x)				CMC 15.40.150 CMC 15.44.190 (x) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Senior housing		P (x)				CMC 15.40.150 CMC 15.44.180
						Must be designed as one of the other dwelling unit types permitted in the zone. (x) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Permanent supportive housing	P (x)	P (x)				CMC 15.40.150 (x) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Group Living						
Adult family homes		P (x)				(x) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways

							are permitted on Tolt Avenue.
Assisted living		P (X)					CMC 15.40.150 (X) A permitted non-residential use must front Tolt Avenue on the ground floor. Residential entryways are permitted on Tolt Avenue.
Nursing home		C					4,000 GSF maximum
Agriculture							
Crop production					P	P	
Forestry and logging							
Animal production and pasture							
Animals							Title 6 CMC
Animal care	C	C	C	P	P	P	
Pet day care	C	C	C	P		P	CMC 15.44.130
Veterinary services		C	P		P	P	
Automotive							
Automotive service and repair	C (X)	C (X)	P (X)	P			(X) All activities enclosed within structure. No accessory storage structures.
Beverage stands	S (X)		S (X)	S (X)		P	CMC 15.72.110 500 GSF maximum (X) No vehicle access from Tolt Avenue
Fuel station			P				
Parking lots and garages (as a principal use)	P		P				
Transportation service				P	P	P	
Vehicle sales/rental			P (X)	P (Y)			(X) All activities enclosed within structure. (Y) No accessory storage structures.
Civic							

Created: 2023-03-08 14:13:28 [EST]

Public safety facility	P	P	P	P			CMC 15.120
Public service facility	P (x)	P (x)	P	P	P	P	(x) Excluding maintenance shops.
Religious facility	P (x)				P (y)		(x) 10,000 GSF maximum (y) 20,000 GSF maximum
Secure community transition facilities				C			RCW 71.09.285
School, preschool, elementary, and junior high/middle		P					CMC 15.120
School, high school		C					
Colleges, universities, and professional schools		P					CMC 15.120
State or regional transportation facilities				C			RCW 47.06.140 CMC 15.120
Day Care							
Family day care provider	P	P	P			P	CMC 15.44.110
Child day care center	P	P	P				CMC 15.44.110
Industrial							
Industrial, heavy							
Industrial, light				P			
Manufacturing, artisan	P	P	P	P	P	P	4,000 GSF maximum
Manufacturing, light				P		P (x)	(x) Food and drink manufacturing only
Marijuana producers, processors					P		CMC 15.110 Location restrictions: RCW 69.50.331(8) Cooperatives per RCW 69.51A.250 are prohibited
Research and development		C (x)	C (x)	P			(x) May not be located on the ground floor along Tolt Avenue.

Self-service storage				P		P	CMC 15.44.160 20,000 GSF maximum
Warehousing				P		P	
Wholesale trade				P (X)		P	(X) No accessory storage structures.
Medical							
Hospital							CMC 15.120
Medical office/clinic	P	P	P				
Office							
Professional office	P (X)	P (X)	P (X)			P	(X) May not be located on the ground floor along Tolt Avenue, except for financial, insurance, and real estate services
Private educational services	P	C	P			P	2,000 GSF maximum
Overnight Lodging							
Bed and breakfast inns	S	P				P	P
Hotel/motel	P	P (X)	P			P (X)	P
Recreation							
Adult entertainment establishments				P			CMC 15.44.100
Gambling industries							P
Fitness/sport centers	P (X) (Y)	P (Y)	P (Z)	P		P	(X) Parking: CMC 15.72.010(A)(1) (Y) 2,000 GSF maximum (Z) 4,000 GSF maximum
Indoor recreation	P	P (X)	P	P		P (Y)	(X) 5,000 SF maximum (Y) 10,000 SF maximum
Indoor theater	P	S (X)	P				(X) 10,000 SF maximum
Outdoor recreation			S	C	C		P
Recreational camps							P

Retail and Restaurants							
Retail sales	P	P	P		P (X)	P	(X) 2,000 GSF maximum
Heavy retail sales		P (X)	P (X)(Y)	P	P		(X) No accessory storage structures. (Y) CMC 15.44.170
Restaurants and cafes	P	P	P	P	P	P	
Bars	P	P	P		S	S	
Marijuana retailer			P	P	P	P	CMC 15.110 Location restrictions: RCW 69.50.331(8)
Service							
General service	P (X)	P (X)	P (X)		P	P	(X) No accessory storage structures or outdoor storage or display of merchandise.
Consumer goods service	P (X)	P (X)	P (X)	P			(X) No accessory storage structures or outdoor storage or display of merchandise.
Personal care service	P	P	P				
Funeral home		P					
Utilities							
Utility facilities, regional				C			
Utility facilities, neighborhood		C (X)	P	P	P	P	(X) 2,000 GSF maximum facility footprint
Wireless telecommunications facility	C	C	C	C	C	C	CMC 15.98

(Ord. No. 957, § 2(Exh. A), 6-21-2022)

Exhibit D

Development Standard Modification Table—Attached

The table content is extremely faint and illegible. It appears to be a large table with multiple columns and rows, possibly detailing development standards and their modifications. The text within the table cells is not readable.

15.17.030 - Development standards—Flexibility.

- A. A development agreement shall be consistent with applicable development regulations. Provided, however, that a development agreement may allow for modification of certain development standards otherwise required under this code in order to provide flexibility to achieve public benefits, to respond to changing community needs, and/or which provide the functional equivalent or adequately achieve the purposes of otherwise applicable development standards.
- B. The following table sets forth the types of development standards for which modifications may be approved pursuant to a development agreement, together with the corollary range of permissible modifications:

Standard	Permissible Range of Modification
Minimum lot size	25%
Minimum lot width*	10%
Maximum residential density	10% ¹
Maximum building height*	40% with 35' maximum ²
Front setback*	33%
Side setback	25% with 5' minimum

Rear setback*	33% with 10' minimum
Parking spaces	25%
Integrated Mixture of Housing Types (Chapter <u>15.40</u> CMC, Table 1, Residential Use Note <u>6</u>)	100%

* Any measurements may be rounded up or down to the nearest whole number.

C. A development agreement shall not authorize modifications to development standards except as expressly provided in subsection (B). Without prejudice to the foregoing, a development agreement shall not authorize modifications of the following development standards:

1. CMC Title 16, Building and Construction;
2. CMC Title 14, Environmental Protection;
3. CMC 15.48.070, Special design standards for the R6 zone; provided that this exclusion shall only apply to the R6 zone within the "Tolt Townsite Company Plat of Tolt" filed for record January 17, 1912 in Volume 20, Page 43, Records of King County, Auditor's File No. 787268.
4. Chapter 15.88, CMC, Critical Areas;
5. Chapter 15.64 CMC, Floodways, Floodplains, Drainage, and Erosion et seq.;
6. Chapter 15.36 CMC, Zoning map designations; or

7. Chapter 15.40 CMC, Permissible uses.

- D. The development standards approved through a development agreement shall apply to and govern the development and use of the property subject to the development agreement in lieu of any conflicting or different standards or requirements elsewhere in this code.
- E. Except as otherwise expressly provided by this chapter, modifications approved pursuant to a development agreement shall be without prejudice to any flexibility, bonuses and/or other adjustments to development standards authorized by other provisions of this title.

(Ord. No. 908, § 3(Exh. A), 10-16-2018)

Public Comments and Notices

Seattle Times



Publication Name:
Seattle Times

Publication URL:

Publication City and State:
Seattle, WA

Publication County:
King

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:
202308171914107016370
2457990594

Notice URL:

[Back](#)

Notice Publish Date:
Monday, July 24, 2023

Notice Content

LEGAL NOTICE CITY OF CARNATION -PUBLIC HEARING- NOTICE IS HEREBY GIVEN that the Carnation City Council will hold a public hearing to receive and consider public comment regarding a potential Development Agreement. The hearing will be conducted during the regular meeting of the Carnation City Council on August 3rd, 2023 at 6:30 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments. Oral comment will be limited to 3 minutes per person. For inquiries and/or assistance regarding how to attend or participate in this hearing using the City's remote electronic format, please visit www.carnationwa.gov or contact the city clerk. This notice is published pursuant to CMC 1.14.010 & 15.100.040(B). CITY OF CARNATION Lora Wilmes, City Clerk Publish in the Seattle Times

[Back](#)

For more Public Notices visit: [usalegalnotice.com](https://www.usalegalnotice.com) (<https://www.usalegalnotice.com>)

Snoqualmie Valley Record



Publication Name:
Snoqualmie Valley Record

Publication URL:
www.valleyrecord.com (<http://www.valleyrecord.com>)

Publication City and State:
Snoqualmie, WA

Publication County:
King

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:
202308171912572030604
2457990594

Notice URL:

[◀ Back \(Search.aspx#searchResults\)](#)


Notice Publish Date:
Friday, August 11, 2023

Notice Content

LEGAL NOTICE CITY OF CARNATION -PUBLIC HEARING- NOTICE IS HEREBY GIVEN that the Carnation City Council will hold a public hearing to receive and consider public comment regarding a potential Development Agreement with The Remlinger Group for the Property referred to as King County Parcel No. 1625079073. A copy of the Proposed Developers Agreement can be found on our website or City Hall. The hearing will be conducted during the Special meeting of the Carnation City Council on August 22rd, 2023 at 6:30 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments. Oral comment will be limited to 3 minutes per person. The Responsible Official for the City of Carnation issued a Mitigated Determination of Non-significance (MDNS) for this proposed Business Park and Development Agreement effective August 11, 2023, pursuant to WAC 197-11-340(2) and WAC 197-11-350. The comment period ends August 25th, 2023. For inquiries and/or assistance regarding how to attend or participate in this hearing using the Citys remote electronic format, please visit www.carnationwa.gov or contact the city clerk. This notice is published pursuant to CMC 1.14.010 & 15.100.040(B). CITY OF CARNATION Lora Wilmes, City Clerk Publish in the Sno Valley Record #981930 8/11/23 ad+#981930]

[◀ Back \(Search.aspx#searchResults\)](#)

Use of this site is governed by our [Terms of Use \(/Terms-of-Use.aspx\)](#) agreement. If you have any questions please send an email to the [administrator \(mailto:ads@wnpa.com\)](mailto:ads@wnpa.com).

Select Language 

Powered by  Google Translate (<https://translate.google.com>)

SCHEFER PUBLIC COMMENTS

From Special Meeting
August 3rd, 2023

TRAFFIC

- Concern about Entwistle traffic.
- Concern about Tolt Hill traffic.
- Question about public transit within City limits.

ENVIRONMENT

- Keep natural area in the NW region.
- Low lighting in evening.
- Heat mediation.
- Increase natural buffer.
- Establish tree codes to protect tree canopy.
- More open space.
- Utilize permeable surfaces.
- Build with ecological intention.

SAFETY

- Floodplain concern for storage.
- Consider mental health of residents.

ECONOMIC

- Provides more spaces for business.
- More employment opportunity.
- Diversifies taxes.
- Concern over competition between Tolt Ave.
- Supports economic sustainability within the city.
- Will bring in more/new businesses.

COMMUNITY

- Noise ordinance to stop loud noise at night.
- Keep a community lens when designing.
- Would like a larger/longer trail.
- Consider continuing the Dog Park.
- Increased transparency.



SCHEFER PUBLIC HEARING

From Special Meeting
August 22nd, 2023

TRAFFIC	ENVIRONMENT	SAFETY	ECONOMIC	COMMUNITY
<ul style="list-style-type: none"> • Inquiry on maintenance for the street and who will fund the maintenance. • Concern on road capacity and traffic control. 	<ul style="list-style-type: none"> • Emphasis on walking trail. • Environmental concerns. • Maximize space zoned. • Developer emphasis on FEMA. • Remlinger emphasis on preservation and partnership. • Design/ ecological standards. 	<ul style="list-style-type: none"> • Floodplain concern. • Timeline concern. • Drawbacks. • Trust and admiration expressed towards Gary Remlinger. 	<ul style="list-style-type: none"> • Opportunity to increase and expand. • Development creates more jobs • City responsibility to steward the land. • Proposal to interview small businesses for potential space use. • Benefit of additional jobs. 	<ul style="list-style-type: none"> • Community lens. • Utilize Parks and Planning Board. • Developer emphasis on partnership and transparency with the City. • Developer factors in community feedback. • Sustain agricultural character of the City. • Inquiry on dog park.



Date: August 22, 2023

From: Brian Bodenbach

To: Carnation City Clerk

Subject: Comments for Public Hearing, August 22, 2023 Regarding a potential Development Agreement

Note: This document was originally presented to the city clerk on August 3, 2023 for a public hearing that was scheduled for the same date but was abruptly cancelled. Highlighted text in this document reflect actions taken by city officials after this document was initially presented.

Please include this document as part of public record for the above public hearing.

I support and appreciate efforts to diversify and increase revenue generation to the city to lessen financial burden on its citizens.

What I do not support is the selling of publicly owned land in order to achieve these financial goals. In an area of the country where land values are at a premium and are rising rapidly, the value of retaining publicly owned land for future public use is incalculable. When the subsequent development of those lands will result in a significant environmental impact and exacerbate a known and widely recognized impact on public health, the public benefit from the sale and subsequent development of those lands comes into question.

This proposed Development Agreement involves a piece of public land which lies within the 100-year floodplain of the Snoqualmie river. Any development of this site will, by the current proposed developer of the site's own admission, require a significant amount of fill to prevent future flooding of the site. Efforts to mitigate for loss of floodplain values are often inadequate and sometimes impossible to achieve. As a result, this proposed Development Agreement creates a significant environmental impact.

There is insufficient information about the handling of stormwater and the amount of fill needed to have a proper public review of this proposed Development Agreement.

Much of the site identified in this proposed Development Agreement lies within the 100-year floodplain of the Snoqualmie river. This proposed Development Agreement will result in a significant environmental impact. This proposed Development Agreement is not categorically exempt under statute from SEPA (State Environmental Policy Act) threshold determination review and EIS (Environmental Impact Statement) requirements. Therefore, I request that the city not move forward with any Development Agreement until a SEPA threshold determination has been undertaken and any EIS requirements fulfilled.

This proposed Development Agreement will add to and exacerbate the phenomena known as the urban heat island effect. This Development Agreement twice refers to efforts to "maximize the footprint of the project." This translates into maximizing heat absorbing and retaining surfaces such as rooftops and parking area and minimizing heat reducing vegetated areas.

The urban heat island effect is created when land development produces an imbalance between heat reducing vegetated areas and heat absorbing and retaining areas such as rooftops, roads and parking lots. It is increasingly being identified as a significant risk to public health due to the excessive heat it creates. Add to this the magnifying effects from human induced climate change and a situation that for most may be uncomfortable today becomes lethal in the near future. This is most true for those vulnerable to excessive heat: Those who cannot afford air conditioning, those with certain health conditions, the elderly and young children. It is a bad situation now and is going to get worse. I first noticed the excessive heat index in Carnation soon after moving here in 2006. As council members know, I have been

calling attention to the urban heat island effect for close to ten years now. Carnation was identified as having an excessive heat island index in a Seattle Times article in 2021.* Encouraging development that worsens the urban heat island effect only serves to speed-up and intensify the effects.

Any development that adds to and exacerbates the urban heat island effect does not benefit the public and thus is not in the public interest.

I want to be very clear about this: If this council adopts this development agreement as it currently exists, this council is knowingly and willingly adding to and exacerbating a widely known and increasingly recognized public health risk, one that is going to continue to worsen as the planetary climate continues to heat up.

*(New Maps of King County, Seattle show how some communities are harder hit by heat waves), Evan Bush, Seattle Times, June 23, 2021

From: Rhonda Ender
Sent: Tuesday, August 22, 2023 8:00 PM
To: Kati Fulton
Subject: FW: Schefer Property Development Agreement - Comment

From: Ashlyn Farnworth <ashlyn.farnworth@carnationwa.gov>
Sent: Tuesday, August 22, 2023 6:28 PM
To: Rhonda Ender <rhonda.ender@carnationwa.gov>
Subject: Fwd: Schefer Property Development Agreement - Comment

Get [Outlook for iOS](#)

From: [REDACTED] >
Sent: Sunday, August 20, 2023 12:11:43 PM
To: Ashlyn Farnworth <ashlyn.farnworth@carnationwa.gov>
Cc: [REDACTED]
Subject: Schefer Property Development Agreement - Comment

The sender of this email is EXTERNAL to the City of Carnation. Please proceed with caution.

Comment from:
KEITH D PORTER
[4505 AMES LAKE CARNATION RD NE](#)
[REDMOND WA 98053](#)

Comment:

As a regular user of the trail between the end of W Entwistle St and Tolt-MacDonald Park, I would like to see the oversize parking area proposed by the Remlinger Group reduced by four to six spaces and the buffer for the trail along the north edge of the property widened by a like amount.

Sent from my iPhone

Rhonda Ender

From: Heather Mullholland
Sent: Monday, August 21, 2023 4:24 PM
To: Rhonda Ender
Subject: Fw: Comment Regarding Schefer Property Development Agreement



Heather Mullholland, MBA
Accounting, Utility, and Permitting Support

(425) 333-4192 | www.carnationwa.gov
heather.mullholland@carnationwa.gov
permits@carnationwa.gov

4621 Tolt Ave, Carnation, WA 98014

Si necesita ayuda en Español, comuníquese con Bibi Garcia al (425) 333-4192. Gracias.

From: [REDACTED]
Sent: Monday, August 21, 2023 3:11 PM
To: Ashlyn Farnworth <ashlyn.farnworth@carnationwa.gov>
Cc: Clerk <clerk@carnationwa.gov>
Subject: Comment Regarding Schefer Property Development Agreement

The sender of this email is EXTERNAL to the City of Carnation. Please proceed with caution.

To Carnation City Council

Regarding the Schafer development plan proposed in conjunction with the Remlinger Group.

The addition of more "self storage" space is counter to the goals of Carnation. The stated objective to diversify the tax base, bring additional jobs, and **valuable** traffic that will use the services and amenities that Carnation provides into town are reasonably accommodated for by the proposed plan **except** for the inclusion of storage space. As presented 33% of the development could be given over to "storage space", **a full third of the total development.**

Storage space that is actively in service by a business, such as Benjamin Asphalt's fenced storage space, is a reasonable addition to an industrial park. "Self storage" facilities (such as the Carnation storage center on McKinley Ave or the Sherlock self storage along 203 in Duval) are valuable as a service to people- but they are not flexible to the changing needs of business and do not offer appropriate value in terms of job creation, business space flexibility, tax diversity, or **valuable** traffic that frequents local business.

Therefore in order to more closely align the goals of Carnation and objectives of this otherwise reasonable plan I urge the council and the Remlinger Group that **"self storage" facilities should be expressly forbidden from this development agreement.**

Sincerely

Keith Leiker

32113 East Morrison ST

Rhonda Ender

From: [REDACTED]
Sent: Tuesday, August 22, 2023 3:33 PM
To: Ana Cortez; Rhonda Ender
Subject: Working with council members

The sender of this email is EXTERNAL to the City of Carnation. Please proceed with caution.

Hi Ana and Rhonda,

Unfortunately I won't be able to attend the meeting tonight, as CDCCC has our monthly board meeting tonight.

In addition to my previous comment (included below), I would like to share that I really value the work and effort that Adair and Ryan have contributed. I appreciate these councilmembers for embracing efforts for our city to be safer and to grow.

For public comment on the Scheifer project:

Growing up in this valley, there has always been stark differences between our sister cities. I watched one grow and one age. One of our communities invested in growth while maintaining their small-town aesthetic. The other town has been using their aesthetic as an excuse for decades. My public comment on this project also encompasses general growth. Whether it be the Tolt Ave project, or this one, or the next; we have heard the same re-run rhetoric over and over again to avoid change and growth. It's an excuse to gatekeep our community. If we do not grow, then neither does our community, and we lack diversity. All of the neighborhoods around us have proven that you really can keep your style while growing.

This project obviously creates jobs and revenue, rather than sitting vacant. We have an opportunity to fill this space with businesses that we leave our house for everyday not only for work, but for necessary services. We could break away from our "commuter community" reality if we adjust our perspective on this change. I would love to be able to walk to businesses I would otherwise drive to Duvall/Sammamish/Redmond/etc for.

As a homeowner on the exact street that everyone will be using for this - West Entwistle, I beg you please don't send this traffic past our homes. The presentation stated that the project is NOT in residential, but failed to respect that it will be traveling through one. Regardless of how we may be zoned, these are still our homes. This is the only aspect of this project I absolutely hate is the idea that even more traffic will be flying past our homes. Our street is already loud and unsafe to begin with. Even though Entwistle has an existing traffic light, I still do not recommend sending the majority of this traffic down this road. An issue we face on this road are people (even our own neighbors) traveling at absurd speeds to catch the green light. This issue will only get worse if Entwistle is the main, or worse, only road to the complex. I would prefer the main entrance to this complex to connect to 40th. Fully aware that there are two apartment buildings on that street, there may be less impact for these residences as they comprise two lots, and the homes sit farther from the road. There's also the aspect that only one side of 40th would have any residents. For safety and evacuation purposes, I professionally recommend that egress is provided both at 40th and Entwistle. I personally prefer 40th to be the main entrance.

In conclusion, growth inevitably needs to happen. This project brings opportunities, both for employment and resources. The presentation stated that there will be traffic studies performed, but consider that the traffic aspect of this is more than how many cars travel a road at different times. Please consider that this is a street full of homes on Entwistle, and mostly industrial businesses on 40th.

Thank you for your dedication and all that each of you do for our town!

Jennifer Hargrove *(she/her)*
CERT Training Coordinator
Carnation-Duvall Citizen Corps Council Vice President
(425) 780-1950
KJ7GHZ

August 25, 2023

Hello City Council Members, City Manager, Staff,

I am a resident who lives on E Rutherford Street in the historic heart of Carnation. As I understand it, it is too late to stop the Remlinger/Scheffer development from happening. However, I have some suggestions for improving the outcome for the citizens of Carnation.

1. The “loop trail” which has been used by townspeople and visitors alike, includes a section of trail along the sewer treatment plant. This is a wild area where birds, insects, and animals are plentiful. During the height of the pandemic, when we were all isolating from one another, this loop trail helped me keep my sanity, as I’m sure it did and still does for others. As there is an ongoing mental health crisis in our valley, specifically with young people, this direct access to nature and its healing effects cannot be understated. A replacement trail in a 5-foot easement buffer alongside a parking lot/and buildings is not the same as the existing wild and peaceful trail. Some suggestions to reduce impacts to the environment and community:
 - a. Is it necessary to develop the northwest parcel that infringes on the walking path? Can this be kept as a natural area?
 - b. Require the lighting around all development to be shielded and downward lit; and have a low nighttime setting after hours to minimize the impact to wildlife and migrating species.
 - c. Have a noise ordinance that requires industrial activity and loud noise to stop by 8 pm.
 - d. Permeable and light reflecting surfaces used in parking areas and paths.
 - e. Increase the native plant vegetation buffer between trails and public access areas.
2. The agreement mentions ecological and floodplain mitigation. I want to point out how much the Mainvue Homes site was built-up on additional fill, and if we have the same circumstances at the Schaffer property site, we will be facing additional flooding in town.
3. According to the First Street Foundation Risk Factor website, There are **334** properties in **Carnation** that have greater than a **26%** chance of being severely affected by flooding over the next 30 years. This represents **62%** of all properties in Carnation.
4. In addition to damage to properties, flooding can also cut off access to utilities, emergency services, transportation, and may impact the overall economic well-being of an area. Overall, **Carnation** has a **major risk of flooding** over the next 30 years, which means flooding is likely to impact day-to-day life within the community.

As we allow more development, we really need to make sure there is a forward-thinking floodwater storage plan, since our flooding events will continue to get more extreme. We can’t settle for only meeting current standards, which are set to existing conditions, and not to the ramped-up climate emergency we are facing. As community members who live in the historic district, we have a very high stake in this game. Our property and well-being are at risk. Thank you.

Thank you,

Victoria Klyce
425.830.0631

Environmental



Appendix B: SMP Regulatory Channel Migration

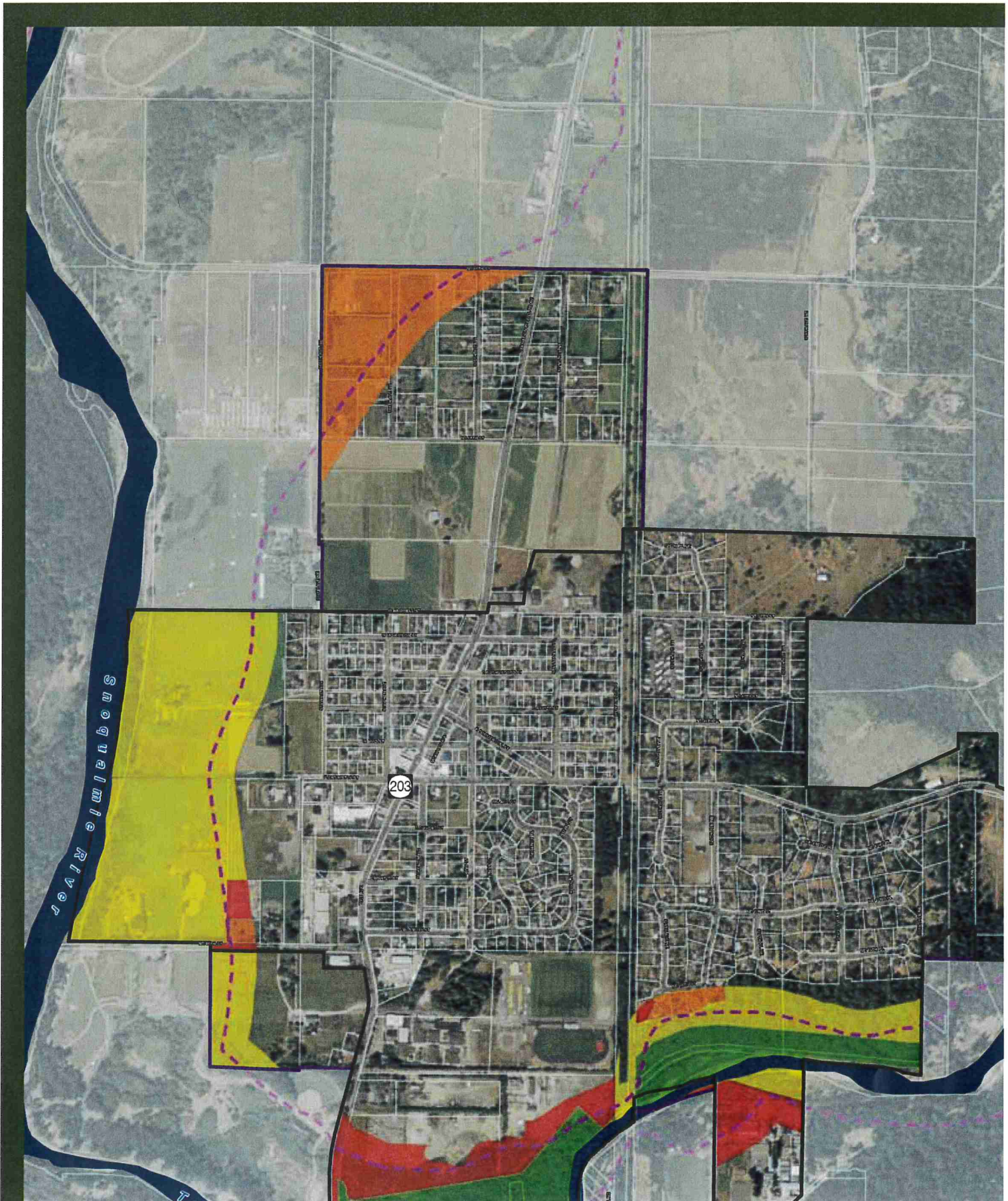
City of Carnation Shoreline Master Program





Appendix C: Shoreline Environment Designation

City of Carnation Shoreline Master Program





LEGAL NOTICE
CITY OF CARNATION
-PUBLIC HEARING-

NOTICE IS HEREBY GIVEN that the Carnation City Council will hold a public hearing to receive and consider public comment regarding a potential Development Agreement with The Remlinger Group for the Property referred to as King County Parcel No. 1625079073. A copy of the Proposed Developers Agreement can be found on our website or City Hall.

The hearing will be conducted during the Special meeting of the Carnation City Council on August 22nd, 2023 at 6:30 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments. Oral comment will be limited to 3 minutes per person.

The Responsible Official for the City of Carnation issued a Mitigated Determination of Non-significance (MDNS) for this proposed Business Park and Development Agreement effective August 11, 2023, pursuant to WAC 197-11-340(2) and WAC 197-11-350. The comment period ends August 25th, 2023.

For inquiries and/or assistance regarding how to attend or participate in this hearing using the City's remote electronic format, please visit www.carnationwa.gov or contact the city clerk.

This notice is published pursuant to CMC 1.14.010 & 15.100.040(B).
CITY OF CARNATION
Lora Wilmes, City Clerk
Publish in the Sno Valley Record

SEPA ENVIRONMENTAL CHECKLIST
City of Carnation/Remlinger Group
Carnation Business Park Development Agreement

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

City of Carnation Development Agreement with the Remlinger Group for the proposed Carnation Business Center.

2. Name of applicant:

City of Carnation

3. Address and phone number of applicant and contact person:

**Ana Cortez, City Manager
4621 tolt Avenue
P.O. Box 1238
Carnation WA, 98014
(425) 333-4192**

4. Date checklist prepared:

August 10, 2023.

5. Agency requesting checklist:

City of Carnation.

6. Proposed timing or schedule (including phasing, if applicable):

It's anticipated that the project will be fully completed within 2 years following the closing of the purchase, which would be 2025 or 2026.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The Lead Agency will conduct a phased environmental review for this proposal in accordance with WAC 197-11-060(5).

This first phase of the environmental review is limited to preliminary conceptual information for the Carnation Business Center proposed by the Remlinger Group. This initial Development Agreement phase of review is necessary for the project proponents to establish feasibility of the proposed project.

Upon purchase of the property, the project proponents (Remlinger Group) will commence with the preparation of information to supplement the development permit submittal requirements which would include, but not be limited to, a floodplain habitat and mitigation plan, shoreline conditional use permit review, geotechnical studies/report, traffic impact analysis, and preliminary engineering for the project.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None known at this time.

10. List any government approvals or permits that will be needed for your proposal, if known.

Required permits include, but may not be limited to:

- **Final Short Plat Approval**
- **Site Development Review**
- **Shoreline Conditional Use Permit**
- **Certificate of Sewer Availability**
- **Certificate of Water Availability**
- **Public Utility Extension**
- **Right-of-Way Permit**
- **Clearing, Filling and Grading Permit**
- **Drainage Permit**
- **Side Sewer Permit**
- **Building Permits**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The Development Agreement would outline specific outcomes, dates and conditions attached to the sale of this property for the purpose of development of the proposed Carnation Business Center which will encompass approximately 7.10 acres. The proposed improvements would include three multi-tenanted warehouse/commercial buildings that will combine for approximately 110,000 SF with associated office space, and one multi-tenanted (or single-tenanted) warehouse/commercial building that will combine for approximately 12,000 SF with associated office space. The passenger vehicle parking and utility infrastructure will be constructed in conjunction with the buildings. It is anticipated that the proposal would create 241 additional parking spaces.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and is currently identified as Assessor's Parcel No. 162507-9073.

B. Environmental Elements

1. Earth

- a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west.

- b. What is the steepest slope on the site (approximate percent slope)?

Approximately 2 – 5%

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The USDA soils survey lists the soils on the site as "Oridia silt loam, 0 to 2 percent slopes". The vacant project site is not considered agricultural land of long term use.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There are no surface indications or history of unstable soils in the immediate vicinity.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

There will likely be imported fill; however, the quantity and source of fill is not available for this initial phase of environmental review. The city will require a Clearing, Filling and Grading permit for any such activities in excess of 50 cubic yards. A clearing, filling, and grading permit would not be issued prior to land use permit issuance and subsequent approval of engineered plans.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Limited erosion could occur as a result of the initial construction on-site. However, erosion control measures will be utilized during the construction phase to minimize potential erosion impacts. Temporary erosion and sedimentation control plans will be submitted to and approved by the City of Carnation prior to any clearing or grading activity.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The specific impervious surface coverage is unavailable at this first (Development Agreement) phase of environmental review. The underlying LI/M zone limits impervious surfaces to 75 percent.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

A temporary erosion and sedimentation control plan, designed in accordance with City of Carnation standards, will be employed during the construction phase of this project.

2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

During project construction, heavy equipment operation and workers' vehicles would generate exhaust emissions into the immediate vicinity. Construction activity on the site could also stir up exposed soils and generate dust and particulate matter into the local air. The completed project would result in a minor increase in the amount of emission-related pollutants in the local air typical of project related traffic.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

There are no known off-site sources of emissions or odors that are likely to impact this project.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

To control dust emissions throughout construction, during dry periods the proponent shall employ the use of watering all dust generating surfaces a minimum of three times daily or more as needed during construction phase of the project. Alternative non-chemical methods would be considered for approval by the City of Carnation.

3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The Snoqualmie River is approximately 960 feet west of the subject property. The Snoqualmie River is a Class I water and a shoreline of the state.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No. However, the project will occur adjacent to the 100 year floodplain of the Snoqualmie River and any portion within the floodplain is subject to the requirements of the Shoreline Master Program.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

There will be no fill and dredge material that would be placed in or removed from the Snoqualmie River. Any fill material within the floodplain will be subject to the City of Carnation "floodways and floodplains" regulations and any other applicable state or federal regulations. Additional environmental review will occur at the land use permit submittal phase.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Yes. The second phase of environmental review commencing with the submittal of required land use permits will provide detailed site plans with all features including floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No.

b. Ground Water:

- 1) Will groundwater be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

No. Potable water will be provided by the City of Carnation water system.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The wastewater from proposed development will be collected by extension and connection to the City's sanitary sewer system. Certificates of sewer and water availability will be required with land use permit submittal.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater runoff from the new on-site impervious surfaces will be collected and treated on site in a manner consistent with site drainage designs based on the 2012 Stormwater Management Manual for Western Washington (SWMMWW), as Amended in December 2014. The storm water

system design will be required with the submittal of land use permits and will be evaluated through the second phase of environmental review.

2) Could waste materials enter ground or surface waters? If so, generally describe.

It's always a possibility that minimal pollutants normally associated with this type of development could enter the surface water. However, the amount would be minimal since the on-site drainage will include the use of treatment facilities in conformance with current standards as described above. The required plans for stormwater and run-off control are expected to minimize entry of waste materials or pollutants to groundwater resources and/or surface waters.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

The required plans for stormwater and run-off control should be designed to minimize any potential of affecting or altering drainage patterns in the vicinity.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Engineered plans for the project's drainage/water quality system must be designed to remove pollutants and sediments from the runoff prior to discharge.

4. Plants

Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Most if not all of the site's grass surface will be altered by the development's impervious surfaces and new landscape areas.

c. List threatened and endangered species known to be on or near the site.

There are no known threatened or endangered plant species or critical habitat on or near the proposed project site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Any areas temporarily disturbed during construction will be restored to existing or better conditions after construction is complete. Landscaping will be required to meet the standards required by the Carnation Municipal Code Chapter 15.76 – Screening, Landscaping and Trees.

- e. List all noxious weeds and invasive species known to be on or near the site.

No noxious weeds and invasive species are known to be on or near the site.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

X Birds: hawk, heron, eagle, songbirds, other: osprey

The following are typical avian species that may utilize this habitat: American crow (*Corvus brachyrhynchos*), American robin (*Turdus migratorius*), black-capped chickadee (*Parus atricapillus*), bushtit (*Psittiparus minimus*), common raven (*Corvus corax*), dark-eyed junco (*Junco hyemalis*), European starling (*Sturnus vulgaris*), northern flicker (*Colaptes auratus*), rufous-sided towhee (*Pipilo erythrophthalmus*), song sparrow (*Melospiza melodia*), steller's jay (*Cyanocitta stelleri*), and winter wren (*Troglodytes troglodytes*).

X Mammals: species that easily adapt to urban and suburban environments such as bats (*Myotis spp.*), deer mice (*Peromyscus maniculatus*), eastern cottontail rabbits (*Sylvilagus floridanus*), moles (*Scapanus spp.*), raccoons (*Procyon lotor*), shrews (*Sorex spp.*), skunks (*Mephitis spp.*), squirrels (*Sciurus carolinensis*, *Tamiasciurus douglasii*), Virginia opossums (*Didelphis virginiana*), and black-tailed deer (*Odocoileus hemionus, columbianus*).

X Fish: Bull Trout (*Salvelinus confluentus*), Chinook salmon (*Oncorhynchus tshawytscha*), and Steelhead (*Oncorhynchus mykiss*).

- b. List any threatened and endangered species known to be on or near the site.

The WDFW PHS database shows that the Snoqualmie River contains Bull Trout (*Salvelinus confluentus*), Chinook salmon (*Oncorhynchus tshawytscha*), and Steelhead (*Oncorhynchus mykiss*). The Snoqualmie River is approximately 960 feet away from this property and will not be affected by this proposal.

- c. Is the site part of a migration route? If so, explain.

The project site is located within the Pacific Flyway, which is a major north-south route of travel for migratory birds in America, extending from Alaska to Patagonia. Every year, migratory birds travel some or all of this distance both in spring and in fall, following food sources, heading to breeding grounds, or travelling to overwintering sites. Migrating and nesting birds within the project area will be protected under the Migratory Bird Treaty Act.

- d. Proposed measures to preserve or enhance wildlife, if any:

Where feasible, new vegetation and stormwater features should be designed on site with consideration of the enhancement of wildlife habitat. These designs will be evaluated during the second phase of environmental review for this proposal.

- e. List any invasive animal species known to be on or near the site.

No invasive species are known to be on or near the site.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity and or possibly natural gas if available could be used for heating and lighting.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The buildings within this proposed development would be constructed to meet adopted local, state, and international building codes to ensure compliance with energy conservation standards.

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Under normal working conditions, it is unlikely that environmental health hazards would be encountered. All project related construction will meet all current local, county, state and federal regulations.

- 1) Describe any known or possible contamination at the site from present or past uses.

There is no known contamination at the site from present or past uses. Possible contamination at the site could include anything to the extent that normal construction activity poses or that of typical land use activity.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

No existing hazardous conditions are expected to affect the project. A utility locate will be done to

verify the location of the utilities. There is a water and sewer line running along Larson Avenue. There are also telephone, cable television, and other types of utilities present in the City of Carnation.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Toxic or hazardous chemicals, such as fuel or hydraulic fluids, would be used in construction equipment during construction. The second phase of environmental review will evaluate toxic or hazardous chemicals in greater detail once the land use permits are submitted and reviewed. In any case, state regulations regarding safety and the handling of hazardous materials would be enforced during the construction process. Equipment refueling areas would be located in areas where a spill could be quickly contained, and where the risks of the hazardous material entering surface water are minimized.

- 4) Describe special emergency services that might be required.

Upon completion of the proposed project special emergency services should not be required. During construction, a construction foreman for the job is typically trained in spill response and construction Best Management Practices (BMPs) and could manage minor incidents.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

State regulations regarding safety and the handling of hazardous materials would be enforced during the construction process. Equipment refueling areas would be located in areas where a spill could be quickly contained, and where the risks of the hazardous material entering surface water are minimized.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

No noise exists in the area that will affect the project.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

On a short term basis, construction and traffic noise would be created (6 am to 10 pm). This noise level is expected to range between 60 to 100 dBA. On a long term basis, traffic noise would be created from the allowed non-residential uses within the proposed development.

- 3) Proposed measures to reduce or control noise impacts, if any:

Limiting hours of construction from 7:00 am to 7:00 pm Monday through Saturday.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The current use of the site is vacant. On the adjacent property to the south there is a light industrial use, east of the property across Larson Avenue is vacant commercial zoned property and an industrial use, and north of the property is the City of Carnation sewer system vacuum station, and north of that is the King County wastewater treatment facility. West of the subject property is King County's Tolt McDonald Park.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The property may have historically been used as a small farm; however, this has not occurred since 1999 when it was purchased by the City of Carnation.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No.

- c. Describe any structures on the site.

The subject property currently has the city's sewer system's vacuum pump station which will be divided from the project site with the filing of a short plat which currently has preliminary approval. The "project" site is currently undeveloped.

- d. Will any structures be demolished? If so, what?

No.

- e. What is the current zoning classification of the site?

The property is currently zoned "Light Industrial Manufacturing" (LI/M).

- f. What is the current comprehensive plan designation of the site?

The current Comprehensive Plan designation is "Industrial".

- g. If applicable, what is the current shoreline master program designation of the site?

The current Shoreline Master Program designation is "Urban Conservancy"

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No. The property does have a portion of 100 year floodplain along its west boundary. Pursuant to Carnation Municipal Code Section 15.88.112, "Frequently flooded areas are considered critical areas"

under the Growth Management Act, but are not regulated under this chapter [CMC 15.88 Critical Areas]. Frequently flooded areas are separately regulated by Chapter 15.64 CMC."

i. Approximately how many people would reside or work in the completed project?

The Remlinger Group (project proponents) anticipate that the proposed Carnation Business Center altogether would create approximately 192 to 240 jobs total.

j. Approximately how many people would the completed project displace?

The completed project would not displace any people.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The project will be developed in accordance with the applicable City of Carnation land use regulations and other development codes which have been adopted to implement the goals and policies of the adopted Comprehensive Plan.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

None. There are no anticipated impacts to agricultural and forest lands of long term significance.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None. This will be a non-residential project.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The maximum allowed building height in the underlying LI/M zone is 35 feet, or 40 feet where the front yard setback is at least 30'. Additional review will occur in the second phase of environmental review with the submittal of the required land use permits which will have specific building details.

b. What views in the immediate vicinity would be altered or obstructed?

None.

Proposed measures to reduce or control aesthetic impacts, if any:

Utilizing materials and architectural features that are consistent with the City of Carnation Design Standards and Guidelines.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

There will be lights on the proposed buildings and in the parking lot consistent with the City of Carnation's standards for lighting. Additional review will occur in the second phase of environmental review with the submittal of the required land use permits which will have specific building details.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any:

Use of non-reflective materials on buildings and the use of shielded lights directed in a manner that does not cast significant light onto adjacent properties or the night sky. Additional review will occur in the second phase of environmental review with the submittal of the required land use permits which will have specific building details.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The city of Carnation is a pedestrian oriented community and as such has amenities for walking and bicycling. West of and adjacent to the subject property is King County's Tolt McDonald Park with its system of trails.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No. There is currently a trail connecting the western terminus of W. Entwistle Street with Tolt McDonald Park that runs diagonally through a portion of the property. Through review of the city's preliminary short subdivision of the property, it was required that an easement be provided that re-routes the trail to run along the boundary of the subject property to maintain the connection between the King County Park and W. Entwistle Street.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Any future development of the property will be required to improve the re-routed trail to its current standard or better. This matter will be evaluated through the land use permit review process.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

None known.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

It is likely that a cultural survey will be required as a requirement of land use application submittal. However, should any site disturbance relative to site exploration be necessary, the project proponents should contact the Snoqualmie Indian Tribe's Department of Archaeology and Historic Preservation and notify them of their intent.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

To mitigate any potential for adverse impacts to archaeologic resources, the project proponent and/or their contractors are required to stop work and immediately notify the City of Carnation and the Washington State Office of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during development.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The project site is currently served by Larson Avenue via W. Entwistle Street. Larson Avenue abuts the property's east boundary line.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

The completed project would provide 241 additional parking spaces. The project would not eliminate any parking spaces.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

At a minimum, the proposal will require right-of-way dedication and improvements to Larson Avenue.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

The volume of traffic generated by the proposal is unknown at this time. With the second phase of this review a Traffic Impact Analysis will be required for the land use permit review.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

h. Proposed measures to reduce or control transportation impacts, if any:

The assessment of traffic impact fees and right-of-way improvement requirements through the land use permit approval process. Additional measures may be considered during the second phase of this review commencing with the submittal of the land use permits for the proposed development.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Additional needs are not anticipated at this phase of review; however, it will be evaluated in greater depth in the second phase of environmental review commencing with the submittal of the required land use permits.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None known at this phase of the review.

16. Utilities

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____.

Electricity, water, refuse service, telephone, and sanitary sewer are currently available at the site. It is not known if the extension of natural gas is available.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

City of Carnation: Water and Sewer
Puget Sound Energy: Natural Gas and Electric

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signer: Tim Woolett

Position and Agency/Organization: City Planner/Consultant, City of Carnation

Date Submitted: August 11, 2023

D. Supplemental sheet for nonproject actions

Not applicable.

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.



State Environmental Policy Act (SEPA) WAC 197-11 MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Description of Current Proposal: A proposed Development Agreement that would outline specific outcomes, dates and conditions attached to the sale of this property for the purpose of development of the proposed Carnation Business Center which will encompass approximately 7.10 acres. The proposed improvements would include three multi-tenanted warehouse/commercial buildings that will combine for approximately 110,000 SF with associated office space, and one multi-tenanted (or single-tenanted) warehouse/commercial building that will combine for approximately 12,000 SF with associated office space. The passenger vehicle parking and utility infrastructure will be constructed in conjunction with the buildings. It is anticipated that the proposal would create 241 additional parking spaces.

The Lead Agency will conduct a phased environmental review for this proposal in accordance with WAC 197-11-060(5). This first phase of the environmental review is limited to the terms of the Development Agreement and the preliminary conceptual information for the Carnation Business Center proposed by the Remlinger Group as described above. The second phase of environmental review will commence with submittal of the required land use permit applications.

File Reference: DA 23-0001

Proponent/Owner: City of Carnation
Project Contact: Ana Cortez, City Manager

Location of Current Proposal: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and is currently identified as Assessor's Parcel No. 162507-9073.

Lead Agency: City of Carnation

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with Clallam County. This information is available to the public on request at the office of the Responsible Official as listed herein.

This **MDNS** is issued under WAC 197-11-340(2). Comments must be submitted by 5:00 pm on August 25, 2023.

Staff Contact: Lora Wilmes, Planner (425) 333-4192

Responsible Official: Tim Woolett, City Planner/Consultant
City of Carnation
4621 Tolt Avenue – P.O. Box 1238
Carnation, WA 98014-1238

Issuance Date: August 11, 2023.

Signature:


Tim Woolett, City Planner/Consultant

Written comments must be submitted to the City of Carnation, Carnation City Hall, 4621 Tolt Avenue, P.O. Box 1238, Carnation, WA, 98014-1238. No determination made pursuant Chapter 14.04 Carnation Municipal Code (SEPA) shall be administratively appealable. Any appeal of a determination made pursuant to said chapter shall be filed in King County Superior Court pursuant to applicable state law. Contact Carnation City Hall at the address and phone number listed above to read or ask about the procedures for SEPA appeals.

SEPA MITIGATION REQUIREMENTS CONCLUSIONS AND SUBSTANTIVE AUTHORITY

The environmental review indicates that there may be a potential for adverse environmental impacts from the proposal which may not be mitigated through conditions imposed by authority of existing City of Carnation land use regulations. Therefore, a Mitigated Determination of Non-Significance should be required.

This authority is pursuant to Section *14.04.160 B. CMC - Substantive authority—Specific provisions* as follows:

The city may attach conditions to a permit or approval for a proposal so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this chapter; and
2. Such conditions are in writing; and
3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
4. The city has considered whether other local, state, or federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
5. Such conditions are based on one or more policies in subsection D of this section and cited in the license or other decision document.

Potential Significant Environmental Impacts:

Based on review of the Environmental Checklist and other available material provided on the subject proposal, the Responsible Official for the City of Carnation has considered the following as potential significant adverse environmental impacts as a result of the subject development proposal. These impacts cannot be decisively mitigated under the standards in the Carnation Municipal Code at this phase of the review and must be mitigated under the substantive authority of SEPA:

- The potential for adverse environmental impacts to cultural resources due to site disturbance.

Proposed Mitigation Measures:

The following mitigation measures are intended to address and mitigate to a point of non-significance the environmental impacts listed above.

1. To mitigate the potential for adverse environmental impacts to cultural resources, the proponent should work with the Snoqualmie Indian Tribe's DAHP to determine the need for a cultural survey. Should any site disturbance relative to site exploration be necessary, the project proponents must contact the Snoqualmie Indian Tribe's Department of Archaeology and Historic Preservation and notify them of their intent.
2. The project proponent and/or their contractors are required to stop work and immediately notify the City of Carnation and the Washington State Office of Archaeology and Historic Preservation if any historical or archaeological artifacts are uncovered during development.

Supporting Policies:

City policies which address the aforementioned probable impacts are contained in the specific policies outlined in the City of Carnation SEPA Ordinance under *Section 14.04.160 D.1. a – g CMC* are as follows:

- a. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
 - b. Assure for all people of Washington safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
 - c. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
 - d. Preserve important historic, cultural, and natural aspects of our national heritage;
 - e. Maintain, wherever possible, an environment which supports diversity and variety of individual choices;
 - f. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
 - g. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.
-



CARNATION CITY COUNCIL

AGENDA BILL

<p>TITLE: A DECLARATION OF EMERGENCY due to serious concerns with safety operations at the Tolt Dam Operated by Seattle Public Utilities for the City of Seattle, WA.</p>	<p>Agenda Bill No.: AB23-101</p>	<p>AB23-101</p>	
	<p>Type of Action: DECLARATION</p>		
	<p>Origin: <i>(Council/Manager)</i></p>	<p>City Manager</p>	
	<p>Agenda Bill Author:</p>	<p>City Manager</p>	
<p>EXHIBITS:</p> <ul style="list-style-type: none"> • Emergency Declaration • Letter to City of Seattle 	<p>Date Submitted:</p>	<p>8/30/23</p>	
	<p>For Agenda of:</p>	<p>8/30/23</p>	
	<p>Expenditure Required:</p>	<p>0</p>	
	<p>Amount Budgeted:</p>	<p>0</p>	
	<p>Appropriation Required:</p>	<p>0</p>	
<p>SUMMARY STATEMENT AND DISCUSSION:</p> <p>On August 22, 2023, a false alarm of the Tolt Dam Warning system occurred within the City of Carnation. On June 19, 2023, a Tolt Dam failure message was texted to cell phones. On July 28, 2020, a false alarm occurred creating chaos and panic in the City of Carnation and, the emotional state of many members of the community was severely impacted by the event.</p> <p>The City does not trust the reliability of communication systems given the two incidents this year in which residents received cell phone alerts indicating that the Tolt Dam has failed. Information about the status of the Dam and the false nature of the alarms has been left to many agencies without any coordination. The City desires to declare an emergency in order to take such actions as may be necessary to protect the public health and safety including but not limited to allocation of funds, streamlining procurement, directing staff to emergency management, increasing the authorities of the Mayor and City Manager and other similar actions.</p>			
<p>RECOMMENDED ACTION: I move to declare an Emergency in the City of Carnation due to serious concerns with safety operations at the Tolt Dam Operated by Seattle Public Utilities for the City of Seattle, WA.</p>			
<p>LEGISLATIVE HISTORY:</p>			
<p>ACTION TAKEN</p>			
<p>MOTION AS PROPOSED</p>		<p>MOTION AS AMENDED</p>	
<p>Motion made by:</p>		<p>Motion made by:</p>	
<p>Second by:</p>		<p>Second by:</p>	
	<p>YES Vote</p>	<p>NO Vote</p>	
<p>Hawkins</p>			<p>Hawkins</p>
<p>Ribail</p>			<p>Ribail</p>
<p>Harris</p>			<p>Harris</p>
<p>Burrell</p>			<p>Burrell</p>
<p>Green</p>			<p>Green</p>
<p>Passed/Failed</p>			<p>Passed/Failed</p>
<p>Ordinance/Resolution No.:</p>		<p>Ordinance/Resolution No.:</p>	

CITY OF CARNATION WASHINGTON

A DECLARATION OF THE CITY OF CARNATION, WASHINGTON, DECLARING AN EMERGENCY DUE TO SERIOUS CONCERNS WITH SAFETY OPERATIONS AT THE TOLT DAM OPERATED BY SEATTLE PUBLIC UTILITIES FOR THE CITY OF SEATTLE, WA.

WHEREAS, on August 22, 2023, a false alarm of the Tolt Dam Warning system occurred within the City of Carnation and

WHEREAS, on June 19, 2023, a Tolt Dam failure message was texted to cell phones and

WHEREAS, on July 28, 2020, a false alarm occurred creating chaos and panic in the City of Carnation; and

WHEREAS, the emotional state of many members of the community was severely impacted by the false alarm event of July 28, 2020; and

WHEREAS, the City does not trust the reliability of communication systems given the two incidents this year in which residents received cell phone alerts indicating that the Tolt Dam has failed; and

WHEREAS, information about the status of the Dam and the false nature of the alarms has been left to many agencies without any coordination; and

WHEREAS, the City desires to declare an emergency in order to take such actions as may be necessary to protect the public health and safety including but not limited to allocation of funds, streamlining procurement, directing staff to emergency management, increasing the authorities of the Mayor and City Manager and other similar actions;

NOW, THEREFORE, THE _____ OF THE CITY OF CARNATION, WASHINGTON, DOES DECLARE AS FOLLOWS:

Section 1. There is hereby declared a state of emergency within the city limits of the City of Carnation.

Section 2. This declaration shall be presented to the City Council, at the earliest convenience of the Council, for approval and ratification.

Section 3. This declaration increases the spending authority of the City Manager to \$100,000 for any contractors, services and goods directly related to the safety actions related to the Tolt Dam.

Section 4. This declaration allows the City Manager to convene special meetings of the Council for the sole purpose of discussing the Tolt Dam and related topics, at any time, as long as 24 hour notices are provided to the public.

Section 5. This declaration authorizes the City Manager to communicate, to negotiate, to advocate and to allocate funds without prior approval by the Council and it obliges the City Manager to report such actions at the next possible meeting of the Council.

Section 6. This declaration authorizes the City Manager to bill SPU for all costs incurred by the City in efforts to ensure the safety of the Carnation Community as a result of Tolt Dam and warning systems.

Section 7. This declaration authorizes the City Manager to access all needed resources, financial or otherwise, to protect the safety and mental health of the Carnation Community by working across sectors with partners.

DATED THIS ____ DAY OF _____, _____

CITY OF CARNATION

Mayor

ATTEST/AUTHENTICATED:

City Clerk



DRAFT – DRAFT -DRAFT

August 30, 2023

Honorable Mayor Bruce Harrell
City of Seattle
Office of the Mayor
P.O. Box 94749
Seattle, WA 98124

Dear Honorable Mayor Harrell,

The City of Carnation respectfully requests your presence at a community forum on September 28, 2023. The specific details are included below. The City of Seattle owns and operates the Tolt Reservoir and Dams, located 16 miles upstream from the City of Carnation on the South Fork Tolt River. The reservoir stores 57,900 acre-ft of water to supply 30% of the drinking water for 1.5 million people in the metropolitan Seattle area.

The Federal Energy Regulatory Commission (FERC) regulates the 200-foot-high earth-filled dam and conducts annual safety inspections each year in conjunction with SPU's own dam safety engineers. Every five years, an independent consultant firm also performs a comprehensive evaluation and inspection on the safety of the dam. These efforts ensure that the dam complies with federal dam safety regulations and engineering requirements to maintain safe operating conditions and engineering standards. The relicensing process for the Tolt Dam is underway and the City of Carnation is an active participant in this process.

On July 28, 2020, the Tolt Dam alarm system failed at 11:16 a.m. and sent the Carnation community into panic, chaos and residents started to evacuate the City. By 11:17 a.m. SPU had determined that the alarm was false, and that the integrity of the dam was intact. By 11:54 a.m. SPU turned off alarms. On August 22, 2023, the Tolt Dam alarm system failed again and residents of the eastern part of the town began evacuation protocols.

The Carnation community is traumatized from these events. The civic leadership of the City has organized a community forum to outline desired changes to the City's relationship with the City of Seattle related to the Tolt Dam.

We are inviting the Mayor, City Council and City Departments that operate and benefit from this dam along with the press, regulatory agencies, Tribal, State, Congressional and Senate leadership, Tribal Governments and your municipal water consumers.

What? Community dialogue with City of Seattle and input for official letter from the City of Carnation to the Federal Energy Regulatory Commission FERC.

Why? Concerns about the City of Seattle ability to respect and to safekeep the City of Carnation. FERC relicensing process is taking place currently. City of Carnation will use this forum to draft a letter with concerns, suggestions and official position.

When? 9.28.2023 at 6:00 p.m.

Where? XXXXX

Audience? Honorable Mayor Bruce Harrell and the Honorable City Council of the City of Seattle.

The Carnation City Council wishes to engage in a deliberate dialogue with the Seattle City Council and Mayor. The public safety and mental health of our community is directly impacted by the operations of the Tolt Dam. We hope that this community forum will be the beginning of future dialogue between the legislative bodies.

Sincerely,