

RESOLUTION NO. 18-1898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, APPROVING A DEVELOPMENT CONTRACT WITH FALK DEVELOPMENT, INC.

WHEREAS, the City, and, Falk Development, Inc. owns the parcel of real property commonly known as 524 Meridian Avenue East, Milton, Washington and as more particularly described in the proposed Development Agreement, and

WHEREAS, it appears that the agreement complies with all the required provisions of RCW 36.70B.170 *et seq.* and

WHEREAS, a public hearing was held on January 2, 2018, following appropriate notice to by publication, and

WHEREAS, the agreement is in the best interests of both the City and its Citizens and Falk Development, NOW THEREFORE

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Mayor is hereby authorized to execute the attached agreement with Falk Development.

RESOLVED this 2nd day of January 2018.

APPROVED:



SHANNA STYRON SHERRELL, MAYOR

ATTEST/AUTHENTICATED:



KATIE BOLAM, CITY CLERK

FILED WITH THE CITY CLERK: 1-2-2018
PASSED BY THE CITY COUNCIL: 1-2-2018
RESOLUTION NO. 18-1898

RECORDING REQUESTED BY
AND, WHEN RECORDED, MAIL TO:

William Cameron, Esq.
City Attorney for Milton, Washington
1000 Laurel Street
Milton, Washington 98354

CONCOMITANT AGREEMENT

Grantor: **FALK DEVELOPMENT, INC.**, a Washington corporation

Grantee: **CITY OF MILTON**, a Washington municipal corporation

Legal Description (abbreviated): A portion of Northeast Quarter of Section 4, Township 20,
Range 4, W.M. (Lot A, Boundary Line Revision, Recording
No. 9809045005

Additional legal(s): on page 2

Assessor's Tax Parcel No.: 0420041179

Reference Nos. of Documents Released or Assigned: None

THIS CONCOMITANT AGREEMENT (the "**Agreement**") is entered into this 2nd day
of January, 2018 ("**Effective Date**"), by and between **FALK DEVELOPMENT,
INC.**, a Washington corporation, hereinafter referred to as the "**Falk**" and the **CITY OF
MILTON**, a Washington municipal corporation, hereinafter referred to as the "**City**," hereinafter
individually a "**party**" and collectively the "**parties**".

RECITALS

WHEREAS, the City has authority to enact laws and to enter into agreements to promote
the health, safety and welfare of its citizens and thereby control the use of property within its
jurisdiction, and

WHEREAS, Falk owns the following described parcel of real property commonly known
as 524 Meridian Avenue East, Milton, Washington 98354, which is legally described as follows:

MILTON COMMERCIAL CONCOMITANT AGREEMENT 01.02.2018.doc

The land referred to is situated in the County of Pierce, City of Milton, State of Washington, and is described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 4, Township 20 North, Range 4 East, W.M.;

THENCE North 00°19'35" West, along the East line of said Northeast quarter of said Section 4, 660.00 feet;

THENCE North 89°59'58" West, 50.00 feet to the West margin of Washington State Highway SR-161 as described in instruments recorded under Recording Nos. 8212220124 and 8212230033, records of Pierce County, Washington;

THENCE North 00°19'35" West, along said Margin, 152.00 feet to the True Point of Beginning;

THENCE continuing along said West Margin, North 00°19'35" West, 36.04 feet;

THENCE South 89°54'25" West, 180.00 feet;

THENCE North 00°19'35" West, 193.00 feet;

THENCE North 89°54'25" East, 180.00 feet to the West margin of said Washington State Highway SR-161;

THENCE North 00°19'35" West, along said West Margin, 30 feet;

THENCE South 89°54'25" West, 562.68 feet to the East margin of 28th Avenue;

THENCE South 00°03'43" East, along said East Margin, 410.11 feet;

THENCE South 89°59'58" East, 310.58 feet;

THENCE North 00°19'35" West, 152.00 feet;

THENCE South 89°59'58" East, 254.00 feet to the True Point of Beginning;

(Being known as Proposed Lot A, Boundary Line Revision recorded under Recording No. 9809045005, records of Pierce County, Washington);

EXCEPT that portion conveyed to the City of Milton by Quit Claim Deeds recorded under Recording Nos. 9809040587, 9809040588 and 9809040589, records of Pierce County, Washington;

AND EXCEPT that portion thereof conveyed to the City of Milton by Quit Claim Deed recorded under Recording No. 200809290505, records of Pierce County, Washington.

SITUATE in the County of Pierce, State of Washington.

(Pierce County Real Property Tax Parcel No. 042004-117-9)

(the "**Property**").

WHEREAS, One of Falk's predecessor's in interest in the Property named Robert J. Knutsen ("**Knutsen**") submitted an application for a Conditional Use Permit ("**CUP**") circa the

spring of 1998 (the “**Application**”); and

WHEREAS, the Application sought approval of the development of approximately 5.34 acres involving the construction of approximately 40,550 square feet of office/retail space; and

WHEREAS, Knutsen obtained a Conditional Use Permit for the Property on June 10, 1998 that among other things granted the use of the Property in accordance with the City of Milton’s Hearing Examiner’s (“**Hearing Examiner**”) Report and Decision attached as **Exhibit “A,”** which is incorporated and made a part hereof by this reference; and

WHEREAS, the Hearing Examiner specifically required that the project conform to the City’s Stormwater Management Plan and the Department of Ecology’s 1992 Stormwater Program Guidance Manual for the Puget Sound Basin (the “**Applicable Stormwater Regulations**”); and

WHEREAS, the stormwater system and storm pond constructed on the Property was designed, sized and constructed in compliance with the Applicable Stormwater Regulations (the “**Stormwater System**”); and

WHEREAS, two (2) of the three (3) parcels involved in the project were improved with a gasoline service station/convenience store and a fast-food restaurant shortly after the Hearing Examiner’s approval of the CUP as shown on the approved site plan dated April 24, 1998 attached as **Exhibit “B,”** which is incorporated and made a part hereof by this reference (the “**Site Plan**”); and

WHEREAS, the CUP vested at the time of the submittal of the complete Application circa the spring of 1998 and expired six months later; and

WHEREAS, the Applicant completed the improvement to the public way; and

WHEREAS, more recently, the City undertook a public road construction project adjacent to the Property circa May 2012 (the “**Public Road Construction Project**”) that required a portion of the Property (the “**Taken Property**”). Under threat of condemnation, Knutsen entered into a Possession and Use Agreement dated May 15, 2012 with the City, which allowed the City to proceed with the Public Road Construction Project and left for later determination the just compensation owed for the Taken Property (“**Possession and Use Agreement**”). A copy of the Possession and Use Agreement is attached as **Exhibit “C,”** which is incorporated and made a part hereof by this reference; and

WHEREAS, the City commissioned an appraisal of the Taken Property on March 16, 2012 and determined its value to be \$47,350.00; and Falk commissioned an Appraisal Review of the City’s appraisal on September 3, 2014 and determined the value of the Taken Property to be \$71,000.00. Copies of the summaries of each of the appraisals are attached as **Exhibit “D”** and **Exhibit “E,”** respectively, which are incorporated and made a part hereof by this reference; and

WHEREAS, in partial consideration of the terms and conditions of this Agreement, the City and Falk have mutually agreed that the appropriate amount of just compensation for the Taken Property is Forty-Seven Thousand Three Hundred and Fifty and no/100ths (\$47,350.00) (the “**Just Compensation Payment**”); and

WHEREAS, as a result of the Public Road Construction Project the City relocated portions of Emerald Street and in so doing: (i) removed portions of Emerald Street; and (ii) retained some of the portions of the Property previously encumbered with portions of Emerald Street. As a result, the City and Falk engaged in negotiations intended to resolve the issues raised by the Public Road Construction Project.

WHEREAS, the resolution of the situation included: (i) Falk’s agreement to convey three (3) tracts from the Property to the City; conditioned on (ii) the City’s initiating, and processing vacation of the City’s right-of-way in the portions of the Property formerly encumbered by Emerald Street (the “**Property To Be Vacated**”); and

WHEREAS, the City has initiated a vacation of the Property To Be Vacated by by a resolution of the City Council pursuant to RCW 35.79. The description for the Property To Be Vacated is all that property lying more than three feet (3 ft.) south and southeast of the south edge of the sidewalk along the south side of Emerald Street, excluding Tract D and retaining an easement or the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services; and

WHEREAS, the three (3) parcels to be conveyed to the City include: (i) **Tract “B”**; (ii) **Tract “C”**; and (iii) **Tract “D”**. All three (3) Tracts are legally described and shown on drawings attached as **Exhibit “F,” Exhibit “G” and Exhibit “H”** respectively, which are incorporated and made a part hereof by this reference; and

WHEREAS, Tract “B,” Tract “C” and Tract “D” shall be conveyed to the City via a single dedication deed attached as **Exhibit “I,”** which is incorporated and made a part hereof by this reference (the “**Dedication Deed**”); and

WHEREAS, at the time of the construction of the public road project, the City routed stormwater to the storm pond situated on the Property (the “**Storm Pond**”). As a result, the City and Falk mutually acknowledge and agree that a significant percentage of the capacity of the Storm Pond is currently being utilized to accommodate the stormwater discharge from public ways; and

WHEREAS, the City agreed to reroute all of the storm water currently being discharged to the Storm Pond from its public road facilities to a nearby public stormwater facility. After which, Falk plans to allocate all of the remaining unused capacity of the Storm Pond to accommodate the remaining undeveloped portions of the Property that are to be subdivided by a short plat into three (3) lots to be identified as Lots 1, 2 and 3 (the forthcoming, “**Short Plat**”).

Both the City and Falk have reviewed, approved and agreed to abide by the terms and conditions set forth in that certain Preliminary Drainage Report prepared by Azure-Green Consultants dated April 5, 2017 (the “**Preliminary Drainage Report**”) attached as **Exhibit “J,”** which is incorporated and made a part hereof by this reference; and

WHEREAS, the City also agreed to accept, process and approve in accord with applicable regulations, the forthcoming Short Plat application having terms and conditions acceptable to Falk in substantial conformance with the form of the Short Plat attached as **Exhibit “K,”** which is incorporated and made a part hereof by this reference (the “**Short Plat Form**”), and specifically and expressly including the Community Development Notes on Sheet 1 of 3; and

WHEREAS, the City and Falk desire to memorialize the results of their discussions and the mutual agreement reached with respect to the various issues discussed in these recitals including without limitation the following: (i) the City’s delivery of the agreed to Just Compensation Payment for the Taken Property; (ii) the Conveyance of Tracts “B,” “C” and “D”, respectively, to the City via a Dedication Deed; (iii) the City’s initiation of the vacation of the Property To Be Vacated; (iv) the City’s agreement to reroute its stormwater to a public facility and also its agreement to the terms and condition of the Preliminary Drainage Report; and (v) the City’s agreement to accept, process and approve in accord with applicable regulations, the forthcoming Short Plat with terms and conditions acceptable to Falk including the above referenced Community Development Notes and in substantial conformance with the attached Short Plat Form.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, and subject to the terms and conditions stated herein, Falk and the City do hereby covenant and agree to the following terms and conditions:

AGREEMENT

- A. **INCORPORATION OF RECITALS.** All of the above stated recitals are hereby incorporated and made a part of this Agreement by this reference.
- B. **DELIVERY OF JUST COMPENSATION.** The City hereby agrees to deliver the Just Compensation Payment in United States currency either via a wire transfer or a Cashier’s Check to Falk simultaneous with: (i) its passage of an Ordinance for the Property to be Vacated; and (ii) Falk’s delivery of the Dedication Deed.
- C. **CITY’S VACATION OF PROPERTY TO BE VACATED.** The City hereby agrees to initiate, process and finalize a vacation of the Property To Be Vacated by ordinance initiated by the City Council pursuant to RCW 35.79.
- D. **FALK’S DELIVERY OF DEDICATION DEED.** Falk hereby agrees to deliver the executed and notarized Dedication Deed for Tract “B,” Tract “C” and Tract

“D” attached as Exhibit “I” simultaneous with: (i) the City’s passage of a vacation ordinance of the Property to be Vacated; and (ii) the City’s delivery of the Just Compensation Payment to Falk.

- E. **RESCISSION OF POSSESSION AND USE AGREEMENT.** The Possession and Use Agreement executed on May 15, 2012, and recorded under Auditor’s No. 201208240623 shall be rescinded as of the completion of the delivery of Just Compensation.
- F. **CITY’S REROUTING OF PUBLIC STORMWATER.** The City hereby agrees to reroute all of the storm water currently being discharged to the Storm Pond from its public road facilities to a nearby public stormwater facility on or before March 30, 2018.
- G. **ADOPTION OF PRELIMINARY DRAINAGE REPORT.** The City and Falk hereby agree to abide by the terms and conditions of the Preliminary Drainage Report attached as Exhibit “J” with regard to the determination of the required storage for the development of the Property.
- H. **PROCESSING OF FORTHCOMING SHORT PLAT APPLICATION.** The City hereby agrees to accept, process and approve in accord with applicable regulations, the forthcoming Short Plat application having terms and conditions acceptable to Falk and in substantial conformance with the Short Plat Form attached as Exhibit “K”, and specifically including the following Community Development Notes:

COMMUNITY DEVELOPMENT NOTES

DEVELOPMENT ON THE LOTS WITHIN THIS SHORT PLAT MAY BE SUBJECT TO DESIGN REVIEW AS OUTLINED IN MMC CHAPTER 17.43. NOTE: THE DESIGN GUIDELINES AND STANDARDS WILL LIKELY REQUIRE VEHICULAR AND PEDESTRIAN INTERCONNECTIVITY BETWEEN PARKING AREAS BOTH INTERNALLY ON THE SITE AND TO THE ADJACENT EXISTING DEVELOPMENT ON THE SOUTH AND EAST. COMPLIANCE WITH THIS REQUIREMENT WILL LIKELY REQUIRE THE RECORDING OF SHARED ACCESS EASEMENTS. PLEASE CONSULT WITH THE CITY EARLY IN THE PROCESS IN REGARDS TO THE APPLICATION OF THE UPTOWN DESIGN STANDARDS AND GUIDELINES TO FUTURE LOT DEVELOPMENT.

- I. **RECORDING OF THE AGREEMENT.** Simultaneous with the mutual execution of this Agreement, the City agrees to record this Agreement.
- J. **BINDING EFFECT.** The obligations contained in this Agreement are covenants running with the land, and shall inure to the benefit of and be binding on the City and Falk, as well as their respective successors and assigns.
- K. **TERM OF THIS CONCOMITANT AGREEMENT.** Falk and the City agree that this Concomitant Agreement shall remain effective and have vitality for so long any of its terms and conditions remains operative and the obligations and responsibilities of the parties remain unresolved. Provided, however, if the City

Council fails to vacate the Property to be Vacated in a manner that whereby there is no payment required by Falk, then this agreement shall be void.

- L. **ATTORNEY FEES.** In the event either party to this Agreement finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to interpret and/or enforce any of the terms, covenants, or conditions hereof, the prevailing party in such action or proceeding shall be paid all costs and reasonable attorneys' fees, as determined by the court and/or the jury, and in the event any judgment is secured by such prevailing party, all such costs and attorney fees shall be included in any such judgment in such action or proceedings, including any appeal(s).
- M. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each and every term, condition, and provision contained in it.
- N. **NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between the parties. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- O. **FURTHER ACTS.** Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish and/or carry out the intent, spirit and purposes of this Agreement. The City reserves authority to impose new or different regulations with respect to the above referenced Short Plat approval in Section H to the extent required because of a verified serious threat to public health and safety.
- P. **AMENDMENT.** This Agreement may be amended only by way of an instrument signed by both parties.
- Q. **WARRANTY OF AUTHORITY.** Each individual executing this Agreement on behalf of a party warrants that the party's name correctly identifies the party of interest in the subject matter described in this Agreement; and that he, she and/or they are authorized to bind such party to this Agreement and its terms and conditions.
- R. **COUNTERPARTS.** This Agreement may be executed in two or more identical counterparts, in which case each executed counterpart shall be deemed to be an original and all counterparts together shall constitute one and the same instrument.
- S. **GOVERNING LAW.** This Agreement shall be governed and enforced by, and construed in accordance with the laws of the State of Washington.

- T. **VENUE.** Venue for any action arising out of this Agreement shall be laid in Pierce County, Washington.
- U. **CAPTIONS.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any included provision.

IN WITNESS WHEREOF, the City and Falk have executed this Agreement as of the day and year written below. However, the Effective Date of this Agreement shall be the day and year first written above.

CITY:

CITY OF MILTON

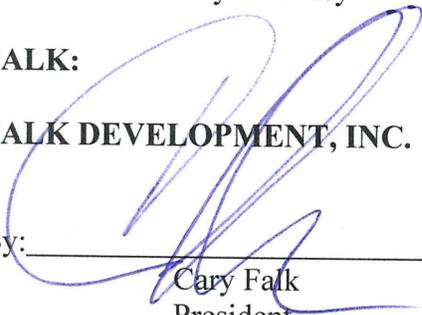
By:  _____
Shanna Styron Sherrell
Mayor

APPROVED AS TO FORM:

By:  _____ DATED: , 2018
William Cameron
City Attorney

FALK:

FALK DEVELOPMENT, INC.

By:  _____
Cary Falk
President

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF WASHINGTON)

: ss.

County of Pierce)

On this 3rd day of January, 2018, before me personally appeared SHANNA STYRON SHERRELL, to me known to be the Mayor of the CITY OF MILTON, Pierce County, Washington, the Washington municipal corporation that executed the within and foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute and in fact executed said instrument on behalf of the municipal corporation

Given under my hand and official seal this 3rd day of January, 2018.



Marci Mayer
Type/Print Name: Marci Mayer
Notary Public in and for the State of Washington
residing at Milton WA
My Commission expires Aug 13, 2018

STATE OF WASHINGTON)

: ss.

County of Pierce)

On this 14th of December, 2017, before me personally appeared CARY FALK, to me known to be the President of FALK DEVELOPMENT, INC., the Washington corporation described in and that executed the within and foregoing instrument and acknowledged the said instrument to be his free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute and in fact executed said instrument on behalf of said corporation.

Given under my hand and official seal this 14th day of December, 2017.



Tammy J. Sorensen
Type/Print Name: Tammy J. Sorensen
Notary Public in and for the State of Washington
residing at Lake Tapps
My Commission expires 7-29-18

EXHIBIT LIST

- EXHIBIT “A”** HEARING EXAMINER’S REPORT AND DECISION dated June 10, 1998
- EXHIBIT “B”** SITE PLAN dated April 24, 1998
- EXHIBIT “C”** POSSESSION AND USE AGREEMENT dated May 15, 2012
- EXHIBIT “D”** CITY’S APPRAISAL SUMMARY dated March 16, 2012
- EXHIBIT “E”** FALK’S APPRAISAL REVIEW SUMMARY dated September 3, 2014
- EXHIBIT “F”** TRACT “B” - LEGAL DESCRIPTION & DRAWING
- EXHIBIT “G”** TRACT “C” – LEGAL DESCRIPTION & DRAWING
- EXHIBIT “H”** TRACT “D” – LEGAL DESCRIPTION & DRAWING
- EXHIBIT “I”** DEDICATION DEED – TRACTS “B,” “C” AND “D”
- EXHIBIT “J”** PRELIMINARY DRAINAGE REPORT dated April 5, 2017
- EXHIBIT “K”** SHORT PLAT FORM

EXHIBIT “A”

HEARING EXAMINER’S

REPORT AND DECISION

DATED JUNE 10, 1998



ADMINISTRATION
 1000 Laurel Street
 Milton, Washington 98354-8852
 Telephone (206) 922-8733
 Fax (206) 922-2385

June 10, 1998

Robert J. Knutsen
 P.O. Box 596
 Milton, WA 98354

RE: McDONALD'S - TEXACO

Dear Applicant:

Transmitted herewith is the report and decision of City of Milton Hearing Examiner relating to the above-entitled matter.

Very truly yours,

STEPHEN K. CAUSSEAU, JR.
 Hearing Examiner

SKC/cka

cc: Parties of record
 CITY OF MILTON

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to: R. Knutsen
 Street & Number: P.O. Box 596
 Post Office, State, & ZIP Code: Milton

Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$

Postmark or Date: Milton WA 6/10/98

OFFICE OF THE HEARING EXAMINER

CITY OF MILTON

REPORT AND DECISION

CASE NO.: McDONALD'S - TEXACO

PROPONENT: Robert J. Knutsen
P.O. Box 596
Milton, WA 98354

AGENT: Jeff Bohren
P.O. Box 596
Milton, WA 98354

SUMMARY OF REQUEST:

The applicant proposes to develop three parcels totaling approximately 5.34 acres for future commercial use. Phase I of the proposal includes the development of a McDonald's Restaurant and a Texaco gas station. Phase II of the proposal involves the construction of approximately 40,550 square feet of office/retail space.

SUMMARY OF DECISION:

Request granted, subject to conditions.

PUBLIC HEARING:

After reviewing City of Milton Planning and Community Development Staff Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on June 2, 1998, at 9:00 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBIT "1" - City of Milton Planning and Community Development Staff Report and Attachments

EXHIBIT "2" - Planning Memo

WAYNE CARLSON appeared and presented the City of Milton Staff Report. An MDNS was issued pursuant to SEPA on May 14, 1998, and no comments were received and no appeals filed. The 5.34 acre site is presently improved with two single story buildings including an office and residential use, all of which will be demolished. Commercial uses and commercial zoning are located along SR-161. The applicant proposes three access, including a new road along the north property line connecting SR-161 with 28th Ave. The south access is restricted to right turn out only. The site contains no sensitive areas and the applicant will widen SR-161 to include curb, gutter, and sidewalk along the frontage. Even though the site is zoned to allow the proposed uses, the zoning code requires a conditional use permit due to the drive-through facility. He then reviewed the conditional use criteria and stated that the City recommends approval. The concerns of WSDOT, the City of Edgewood, and the City of Milton have now been satisfied and are reflected on the site plan proposed for approval.

Appearing was MARK BURLINGAME, City Public Works Director, who stated that the City of Edgewood gave its concurrence as of today and will issue an access permit without additional conditions. The new road provides an access between SR-161 and 28th and allows customers to travel west without returning to SR-161. The traffic analysis estimates that bypass traffic using the new road will not be significant.

Appearing was ROBERT KNUDTSEN who has owned the property for 35 years and built the present structures. He has been working with McDonald's and Texaco for three to four years and submitted the first plans on December 10, 1994. The project was finally completed in April, 1998, and was a long process. The new City of Edgewood on the east side of Meridian is the entity that actually issues the access permit even though the project is in Milton. They have satisfied the impacts identified by both Cities and he appreciates the team effort. The north road is a combination idea generated by former major Sanderson and himself. They both wanted another access to get east/west traffic out of town. The south access will allow both right turns and left turns in, but only right turns out. They will install improvements to WSDOT specifications and have already dedicated the right-of-way. They would appreciate a rapid decision.

Appearing was JACQUELINE DAVIS, McDonald's Corporation, who stated that they changed the site plan at the City's request and made accommodations especially with Emerald Street. The restaurant will bring new employment opportunities for City residents and will provide a recreational play toy for children.

Appearing was CHARLES MCKAY who is proposing the Texaco station and will also have a quick service restaurant associated with the gasoline service. The project is in harmony with what is happening in Milton, and he will sell no beer, wine, or cigarettes. It will be a safe area for people to do business. They will use the latest double wall fuel tank

construction. Food will consist of something like subways and salads. At his other location, 65% of his customers are female which he attributes to his clean, safe operation. He has experienced no armed robberies in 27 years at his present location.

Reappearing was MR. BURLINGAME who introduced Exhibit "2", a memorandum from the City of Edgewood.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 9:25 a.m.

NOTE: A complete record of this hearing is available in the City of Milton Planning and Community Development.

FINDINGS, CONCLUSIONS AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.
2. Pursuant to the SEPA and Chapter 18.04 of the City of Milton Municipal Code, the City of Milton Environmental Official has reviewed the project and issued a Mitigated Determination of Nonsignificance on May 14, 1998, with the comment period ending on May 28, 1998, at 5:00 p.m.
3. Notice of this request was advertised in accordance with Chapter 17.64 of the Milton Municipal Code. Notice of the date and time of hearing was published ten days prior to the hearing. Property owners within 300 feet of the site were sent written notice.
4. The applicant has a possessory ownership interest in a rectangular, 5.34 acre parcel of property extending between the SR-161 right-of-way on the east and 28th Ave. E. on the west within the City of Milton. The site is presently improved with two single story buildings providing a total of 9,360 square feet of office, commercial, and residential uses. The applicant proposes to demolish said structures and develop the eastern portion of the site adjacent to SR-161 with a McDonald's restaurant and a Texaco gas station and convenience store. The balance of the parcel will be developed in the future and the site plan reflects three potential future buildings, substantial parking areas, and a large detention pond.
5. The site abuts the west side of SR-161 for a distance of 355 feet, north of its intersection with Jovita Boulevard East. Properties to the north and south are within the Business zone classification and improved with commercial uses. Properties to

the east of SR-161 opposite the site are located within the City of Edgewood which has placed them in the Commercial designation of its comprehensive plan. Properties to the west of 28th Ave. E. are within the Multi-Family Residential zone classification and comprehensive plan designation and improved with an adult retirement community.

6. A review of the site plan reveals that three accesses are provided onto SR-161. The northern access will become a new east-west city street (Emerald Street) providing access between SR-161 and 28th Ave. E. The central access is located between the two businesses, and the southern access to the south of the McDonald's restaurant adjacent to the south property line. The southern access will have a full left turn/right turn entrance, but will be restricted to a right turn only exit.
7. The 1996 City of Milton Comprehensive Plan designates the site as Business. Properties placed in the Business designation are deemed for business uses that serve both the community and the traveling public. Integrated commercial centers are contemplated where traffic congestion and visual interruptions can be minimized. **The construction of Emerald Street will mitigate traffic impacts on SR-161 to include the SR-161/Milton Way Intersection.** Furthermore, the City of Edgewood which is responsible for issuing the highway access permit for the project, performed an administrative review and has determined to issue such permit without additional conditions based upon the access and internal circulation pattern. Patrons will have internal access to all business on the parcel, and also to Milton Way without the necessity of reentering SR-161.
8. The site satisfies numerous policies of the comprehensive plan related to business uses, sensitive land, transportation, pedestrian, and capital facilities as set forth on pages 3 through 7 of the staff report. Furthermore, the project satisfies all bulk and dimensional requirements of the Business zone as set forth in Section 17.28.040 of the Milton Municipal Code (MMC). Chapter 17.14 MMC contains the Table Of Uses authorized in the various zone classifications. "Restaurants, drive-through" are authorized only in the Business zone classification and are subject to a conditional use permit. Furthermore, Sections 17.62.020(A)(4) MMC requires an applicant to obtain site plan approval for any project which requires a conditional use permit.
9. Prior to obtaining site plan approval the applicant must establish that the request satisfies the criteria set forth in Section 17.62.030 MMC. Findings on each criteria are hereby made as follows:
 - A. The 5.34 acre parcel is of adequate size to accommodate both the Texaco service station and convenience store, and the McDonald's restaurant. Adequate on-site parking is provided in accordance with the standards of the MMC, and internal circulation is provided between not only the two

businesses as well as future businesses which will be located on the site. Furthermore, a new access is provided by the new Emerald Street into the City of Milton from SR-161. Perimeter landscaping as required under MMC 17.15 adequately buffers the project from adjacent non-business properties and roads.

- B. The applicant has represented to the City that all illumination will face inward to minimize impacts to adjacent properties.
 - C. Parking areas are located such that vehicle headlights will face inward, and no parking stalls are located immediately adjacent to exterior property lines.
 - D. The City will review the storm drainage plan upon submittal of the final site development plans. The City will require the applicant to design the storm drainage system to meet the requirements of the City's Storm Water Management Plan as well as the Department of Ecology's 1992 Storm Water Program Guidance Manual for the Puget Sound Basin.
 - E. The traffic study performed by Transportation Planning and Engineering, Inc., and approved by the City's Public Works Department establishes that adequate sight distance is available at each of the three proposed accesses.
 - F. While portions of the site abut existing residential uses, Emerald Street provides an adequate buffer, and a solid visual and noise barrier is not necessary.
10. Prior to obtaining approval of a conditional use permit the applicant must establish that the request satisfies the criteria set forth in Section 17.64.050 MMC. Findings on each criteria set forth therein are hereby made as follows:
- A. The site plan establishes that the proposed commercial uses adjacent to SR-161 will be compatible with uses in the area and the abutting uses to the north and south. The comprehensive plan and zoning code contemplate development of this parcel with business uses, and further contemplate that business uses will be located along the west side of SR-161 within the City Limits. Furthermore, the City of Edgewood on the west side of SR-161 has also designated properties abutting said State highway for commercial uses.
 - B. Conditions of approval imposed hereinafter reasonably assure that nuisance or hazard to life or property will not develop due to noise, smoke, dust, fumes, vibration, odors, traffic hazards, or other factors.

CONCLUSIONS:

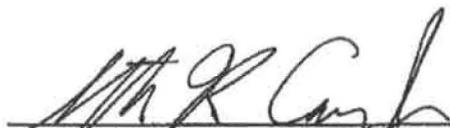
1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The request for site plan approval satisfies the criteria set forth in Section 17.62.030 MMC. The site plan ensures compatibility between the proposed new development, existing uses, and potential future development in a manner consistent with the comprehensive plan. Conditions of approval ensure the creation of safe and healthful conditions and a development harmonious with its surroundings. The site plan maintains a high quality of life for area residents by establishing a new connection between SR-161 and 28th Ave. E., and the site plan reflects that the developments are planned and designed to protect privacy.
3. The applicant has established that the request for a conditional use permit satisfies the criteria set forth in Section 17.64.050 MMC.
4. The conditional use permit and site plan approval should be granted subject to the following conditions:
 1. The far north access point, identified on the site plan as the Emerald Street shall serve as the primary access point to Phase II of the project. Accordingly, the Phase II site plans should be prepared to channel traffic to the Emerald Street.
 2. Construct highway widening, curb, gutter, and sidewalk along the project's frontage on Meridian Street East to WSDOT requirements.
 3. Construct frontage improvements along 28th Avenue East along the project's frontage as specified in the City of Milton's Roadway Design Standards. The extension of Emerald Street shall be completed during Phase I of the project. Frontage improvements along this road shall be completed during Phase I of the project. Frontage improvements along this road shall be constructed from Meridian Street East through the west property border of the Texaco site during Phase I of the project. The remaining frontage improvements along Emerald Street shall be constructed during Phase II of the project.
 4. Dedicate 30 feet of property frontage along the northern property line for the construction of the Emerald Street.
 5. The southerly access to the site shall be identified as right-out only.
 6. A left turn pocket shall be constructed within the "shopping access road."

7. Access to parking facilities from the shopping access road shall be set back at least 50 feet from the Meridian Street East right-of-way.
8. A WSDOT right-of-way access permit shall be acquired from the City of Edgewood.
9. **The proposal shall conform to the following City of Milton regulations and standards:**
 - **MMC Title 12 (Streets, Sidewalks, and Public Places)**
 - **MMC Title 15 (Buildings and Construction)**
 - **MMC Title 17 (Zoning)**
 - **MMC Title 18 (Environment)**
 - **City of Milton Stormwater Management Plan and the Department of Ecology's 1992 Stormwater Program Guidance Manual for the Puget Sound Basin.**
10. Prior to the commencement of site development activities, the applicant shall submit an erosion and sedimentation control plan for review and approval by the Public Works Department.

DECISION:

The request for site plan approval and a conditional use permit to allow construction of a Texaco service station and convenience store and a McDonald's restaurant with a drive-through facility is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 10th day of June, 1998.



STEPHEN K. CAUSSEAU, JR.
Hearing Examiner

TRANSMITTED this 10th day of June, 1998, to the following:

PROPONENT: Robert J. Knutsen
P.O. Box 596
Milton, WA 98354

AGENT: Jeff Bohren

7—

CASE NO. MCDONALD'S - TEXACO

NOTICE

1. **RECONSIDERATION:** Any aggrieved person feeling that the decision of the Examiner is based on errors of procedure or errors of misinterpretation of fact may make a written request for review by the Examiner. The request must be filed with the City of Milton Planning and Community Development Department, with a reconsideration fee and filed not later than 4:30 p.m. on June 19, 1998. This request shall set forth the alleged errors or misinterpretations, and the Examiner may, after review of the record, take such further action as he deems proper and may render a revised decision.

2. **APPEAL OF EXAMINER'S DECISION:** A party standing may appeal the Hearing Examiner's decision pursuant to the provisions of the State's Land Use Petition Act, RCW 36.70C.005 through 36.70C.140 (Ordinance 1289 Section 4, 1995).

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.

EXHIBIT “B”
SITE PLAN
DATED APRIL 24, 1998

EXHIBIT “C”
POSSESSION AND USE
AGREEMENT
DATED MAY 5, 2012

611018840
Fidelity National Title

201208240623 JVERONE 4 PGS
08/24/2012 03:13:23 PM \$65.00
AUDITOR, Pierce County, WASHINGTON

After recording return document to:

City of Milton Public Works
1000 Laurel Street
Milton, WA 98354
Attn. Leticia Neal, P.E.

Document Title: Possession and Use Agreement
Reference Number of Related Documents: _____
Grantor(s): North Meridian Center, L.L.C an inactive Washington limited liability company
Grantee(s): City of Milton, a Municipal Corporation
Legal Description: Revised Parcel A, DBLR No. 9809045005
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 042 004 1179

POSSESSION AND USE AGREEMENT

Jovita Boulevard Realignment

This AGREEMENT is made and entered into by and between the City of Milton, acting by and through its Public Works Department, hereinafter referred to as the "City", and the undersigned fee simple title holder of the property described below, hereinafter referred to as the "Owners":

WITNESSETH

WHEREAS, the City affirms that the Owners' real estate described herein is required by the City for immediate construction of a transportation project.

AND WHEREAS, the City affirms that any delay in its construction program is contrary to the public interest;

AND WHEREAS, the City has made a firm and continuing offer to pay the amount of Forty Seven Thousand Three Hundred Fifty and 00/100 dollars (\$47,350.00) for the purchase of the following described real property situated in Pierce County, in the State of Washington:

For legal description and additional conditions see Exhibit A attached hereto and made a part hereof.

AND WHEREAS, the Owners require additional time to evaluate said offer and/or to resolve any questions concerning just compensation;

NOW THEREFORE, for and in consideration of the payment of said offer, the Owner(s)

(BFP979599.DOCX;IN13018.175013\)

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

POSSESSION AND USE AGREEMENT

hereby grant to the City a right to possess and use the above described real estate and the parties further agree that:

1. The real estate is necessary for a public use of the City within the meaning of and purposes enumerated in RCW 8.12.030.
2. Immediately after the execution of this Agreement, the City shall deposit into an interest bearing escrow account with Lakewood Escrow the sum of Forty Seven Thousand Three Hundred Fifty and 00/100 dollars (\$47,350.00) for the benefit of the Owners, subject only to deduction of the value of interests of others therein.
3. Execution of this agreement by the undersigned parties shall not prejudice such parties' rights to subsequent adjudication of just compensation pursuant to state law, and neither shall this agreement, nor the basis therefore, be construed as an admission of fair market value or just compensation by any of the parties named herein.
4. If it becomes necessary for the City to institute condemnation proceedings, the Owners have no objection to the City entering an Order Adjudicating Public Use, as provided by RCW 8.12.030, and agree that this instrument shall be treated as having the same legal effect as an Order for Immediate Possession provided by RCW 8.25.070, which, by this reference, are incorporated herein as if fully set forth.
5. The date of valuation for the determination of just compensation shall be the date that this agreement is accepted and approved by the City's Authorized Agent.
6. The Owners hereby waive the requirement of a written notice to move, as provided by RCW 8.26.180, and will surrender possession of the above described real estate to the City not later than May 20, 2012.
7. Whether or not condemnation proceedings are instituted, payment of just compensation for the property described above that is subject to possession and use by the City shall be offset by the offer amount paid by the City to Owners under this agreement. If just compensation is determined to be an amount less than the amount paid for possession and use under this agreement, the Owners shall pay the City the difference between the amount paid for possession and use and the lesser amount of just compensation.

(BFP979599.DOCX;I\13018.175013)

Page 2 of (4) Pages

Parcel No. 042 004 1179

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY

POSSESSION AND USE AGREEMENT

It is understood and agreed that delivery of this agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City unless and until accepted and approved hereon in writing for the City, by and through its Department of Public Works, by its authorized agent.

DATED this: 15 day of MAY 2012

[Signature]
Owner Name

Owner Name

Accepted and Approved

City of Milton
Public Works Department

By: [Signature]

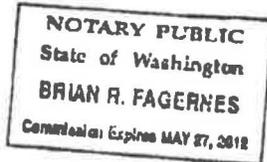
Authorized Agent

Date: 7/5/2012

STATE OF WA)
) ss.
COUNTY OF Pierce)

On this 15 day of May, 2012, before me personally appeared _____
Robert J. Knutson, to me known to be the managing member of
North Poudre Center LLC LLC, the company that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and
purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year
first above written.



[Signature]
Print Name: Brian Fagernes
NOTARY PUBLIC in and for the State of Washington,
residing at Rocky...
Commission expires: May 27 2012

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

POSSESSION AND USE AGREEMENT**EXHIBIT A**

That portion of the hereinafter described Parcel "A", described as follows:

BEGINNING at the Southwest corner of the North 30 feet of said Parcel "A";
 THENCE South $88^{\circ}10'20''$ East along the South line of said North 30 feet a distance of 93.31 feet;
 THENCE South $61^{\circ}46'27''$ West a distance of 2.97 feet to the beginning of a 166.50 foot radius curve to the left;
 THENCE Southwesterly along the arc of said curve a distance of 115.41 feet, through a central angle of $39^{\circ}42'58''$;
 THENCE South $22^{\circ}03'29''$ West a distance of 51.96 feet to the West line of said Parcel "A", also being the East Right of Way line of 28th Avenue South;
 THENCE North $01^{\circ}51'30''$ East along said West line and said East Right of Way line a distance of 136.78 feet to the POINT OF BEGINNING.
 Contains: 4,526 square feet, more or less.

TOGETHER WITH:

The West 7.00 feet of the North 28.00 feet of the South 181.00 feet of said Parcel "A".
 Contains: 196 square feet, more or less.

TOGETHER WITH:

The West 1.50 feet of the North 8.00 feet of the South 98.60 feet of said Parcel "A".
 Contains: 12 square feet, more or less.

Contains a total Right of Way acquisition of: 4,734 square feet, more or less.

Parcel "A"

Commencing at the Southeast corner of the Northeast Quarter of Section 4 Township 20 North Range 4 East of the W.M. in Pierce County, Washington;
 Thence North $00^{\circ}19'35''$ West along the East line of said Northeast Quarter 660 feet;
 Thence North $89^{\circ}59'58''$ West 50.00 feet to the West margin of Washington State Highway SR 161 as described in instrument recorded under recording number 8212220124 and 8212230033;
 Thence North $00^{\circ}19'35''$ West along said margin 152.00 feet to the true point of beginning;
 Thence continuing along said West margin North $00^{\circ}19'35''$ West 36.04 feet;
 Thence South $89^{\circ}54'25''$ West 180 feet;
 Thence North $00^{\circ}19'35''$ West 193 feet;
 Thence North $89^{\circ}54'25''$ East 180 feet to the West margin of said Washington State Highway SR 161;
 Thence North $00^{\circ}19'35''$ West along said West margin 30.00 feet;
 Thence South $89^{\circ}54'25''$ West 562.68 feet to the East margin of 28th Avenue;
 Thence South $00^{\circ}03'43''$ East along said East margin 410.11 feet;
 Thence South $89^{\circ}59'58''$ East 310.58 feet;
 Thence North $00^{\circ}19'35''$ West 152.00 feet;
 Thence South $89^{\circ}59'58''$ East 254.00 feet to the true point of beginning.

(Being revised Parcel 'A' of City of Milton Lot Line Adjustment recorded under recording number 9809045005).

(BFP979999.DOCX;1\13018.175013\)

Page 4 of (4) Pages

Parcel No. 042 004 1179

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EXHIBIT “D”
CITY’S APPRAISAL
SUMMARY
DATED MARCH 16, 2012



SUMMARY APPRAISAL REPORT

North Meridian Center, LLC
Parcel No. 0420041179

City of Edgewood & City of Milton
Jovita Boulevard Realignment Project



PREPARED FOR

Ms. Leticia Neal, P.E.
City of Milton
1000 Laurel Street
Milton, WA 98354

PREPARED BY

Christina A. Fagernes
Appraisal Solutions Northwest, Inc.



**APPRAISAL
SOLUTIONS
NORTHWEST**

Real Estate Appraisers & Consultants

March 16, 2012

Ms. Leticia Neal, P.E.
City of Milton
1000 Laurel Street
Milton, WA 98354

Re: Jovita Boulevard Realignment Project
North Meridian Center, LLC Parcel (Parcel No. 0420041179)

Dear Ms. Neal:

At your request, I have made an inspection and prepared an appraisal of the above referenced parcel. This "strip" appraisal is a summary report of an appraisal assignment as defined by the Uniform Standards of Professional Appraisal Practice (USPAP) formulated by the Appraisal Foundation. This report has been prepared in compliance with USPAP, The Uniform Standards for Federal Land Acquisitions, and appropriate Federal and State laws, regulations, policies and procedures.

Further, this appraisal is a strip acquisition from a portion of a larger parcel without the whole property being appraised in the "before" and "after" situations. Valuing only a portion of the property is allowed by the Uniform Standards of Professional Appraisal Practice (USPAP) per the explanatory comments under Standards Rule 1-2(e).

Based upon my investigation and analysis of available information, the fair market value of the acquisition area in fee simple title as of February 14, 2012 was:

Value of land to be acquired (4,734 SF @ \$10.00/SF)	\$47,350 (rounded)
Site improvements to be acquired (none)	\$0
Cost to cure damages (none)	\$0
TOTAL VALUE OF ACQUISITION:	\$47,350

The reader's attention is directed to the Underlying Assumptions and Limiting Conditions, which are included in the accompanying appraisal report.

Respectfully submitted,

Appraisal Solutions Northwest, Inc.

Christina A. Fagernes, *Owner/Appraiser*
WA General Appraisal Certification #1101869

Telephone: (360) 273-5353 • Email: Chris@AppraisalSolutionsNW.com
9111 - 178th Avenue SW • Rochester, Washington 98579

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS **II**

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SALIENT FACTS & VALUE CONCLUSIONS

Acquiring Agency: City of Milton
Client: Cascade Right of Way Services, Inc.
Project Parcel No.: 204
Federal Aid No.: n/a
Project Name: Jovita Boulevard Realignment Project
Map Sheet: Page 2 of 6
Map Date: Unknown
Date of Last Revision: March 15, 2012

Type of Appraisal: Summary Appraisal Report
Owners of Record: North Meridian Center, LLC an inactive Washington limited liability company
Location: 524 Meridian Avenue E, Milton, WA
Tax Parcel Number: 0420041179
Date of Appraisal: February 14, 2012
Zoning: Business District (B)
Improvements: Residence and Commercial Building – no value
Highest and Best Use: Commercial Development

Land Area Before Acquisition: 3.63 ± acres
Land Area After Acquisition: 3.52 ± acres
Land Area to be Acquired: 4,734 ± square feet

VALUE INDICATIONS:

Value of land to be acquired (4,734 SF @ \$10.00/SF)	\$47,350 (rounded)
Site improvements to be acquired (none)	\$0
Cost to cure damages (none)	\$0
TOTAL VALUE OF ACQUISITION:	\$47,350

CERTIFICATE OF APPRAISER

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

- The statements of fact contained in this report are true and correct;
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- My engagement in this assignment was not contingent upon developing or reporting predetermined results;
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, The Uniform Appraisal Standards for Federal Land Acquisitions, Chapter 4 of the WSDOT Right of Way Manual (M26-01), and the Code of Professional Ethics of the Appraisal Institute;
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales in the Addendum or project data book;
- No one provided significant real property appraisal assistance to the person signing this certification;
- I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property;
- I have disregarded any increase in market value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in market value caused by the proposed public improvement or its likelihood prior to the date of value, except physical deterioration within the reasonable control of owner;
- This report has been made in conformity with the appropriate State and Federal laws and requirements, and complies with the report contract between the agency and the appraiser;
- The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report in the addenda.
- The opinion of value expressed below is the result of and is subject to the data and conditions described in detail in this report.

I last made a personal inspection of the property that is the subject of this report on February 14, 2012.

The Date of Value for the properties that are the subject of this appraisal is February 14, 2012 per the FAIR MARKET VALUE definition herein, the value estimate for the property that is the subject of this report is on a cash basis and is:

VALUE BEFORE ACQUISITION
VALUE AFTER ACQUISITION
VALUE DIFFERENCE

n/a (strip acquisition)
n/a (strip acquisition)
\$47,350®

Signed:  Date Signed: 03/16/2012
Christina A. Fagernes, State of WA General Certification #1101869

APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

1. The property descriptions supplied to the appraiser are assumed to be correct.
2. No survey of the properties has been made by the appraiser, and no responsibility is assumed in connection with such matters. Maps in this study are included only to assist the reader in visualizing the property. Property dimensions and sizes should be considered as approximate.
3. No responsibility is assumed for matters of a legal nature affecting title to the property, nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The properties are assumed to be under responsible ownership and competent management.
6. It is assumed that there are no hidden or un-apparent conditions of the properties, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering studies which may be required to discover them.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the properties, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the properties. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The employer (client) is urged to retain an expert in this field, if desired.
8. Unless otherwise stated in this report, no environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
12. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with properly written qualification and only in its entirety.
14. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the appraiser. Nor shall the appraiser, employer, firm, or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
15. The liability of the appraiser, employees, and subcontractors is limited to the client only. The appraiser has no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiencies of the property.
16. It is assumed that the public project which is the object of this report will be constructed in the manner proposed and in the foreseeable future.
17. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

EXHIBIT 'A'

**Owner: North Meridian Center, LLC
Parcel No. 042004-1-179
Right-of-Way Acquisition**

That portion of the hereinafter described Parcel "A", described as follows:

BEGINNING at the Southwest corner of the North 30 feet of said Parcel "A";
THENCE South 88°10'20" East along the South line of said North 30 feet a distance of 93.31 feet;
THENCE South 61°46'27" West a distance of 2.97 feet to the beginning of a 166.50 foot radius curve to the left;
THENCE Southwesterly along the arc of said curve a distance of 115.41 feet, through a central angle of 39°42'58";
THENCE South 22°03'29" West a distance of 51.96 feet to the West line of said Parcel "A", also being the East Right of Way line of 28th Avenue South;
THENCE North 01°51'30" East along said West line and said East Right of Way line a distance of 136.78 feet to the POINT OF BEGINNING.
Contains: 4,526 square feet, more or less.

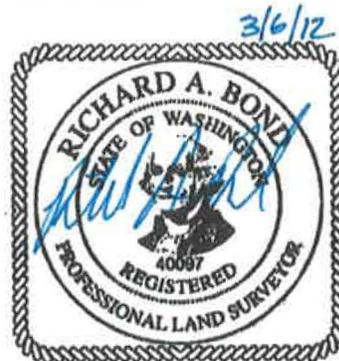
TOGETHER WITH:

The West 7.00 feet of the North 28.00 feet of the South 181.00 feet of said Parcel "A".
Contains: 196 square feet, more or less.

TOGETHER WITH:

The West 1.50 feet of the North 8.00 feet of the South 98.60 feet of said Parcel "A".
Contains: 12 square feet, more or less.

Contains a total Right of Way acquisition of: 4,734 square feet, more or less.

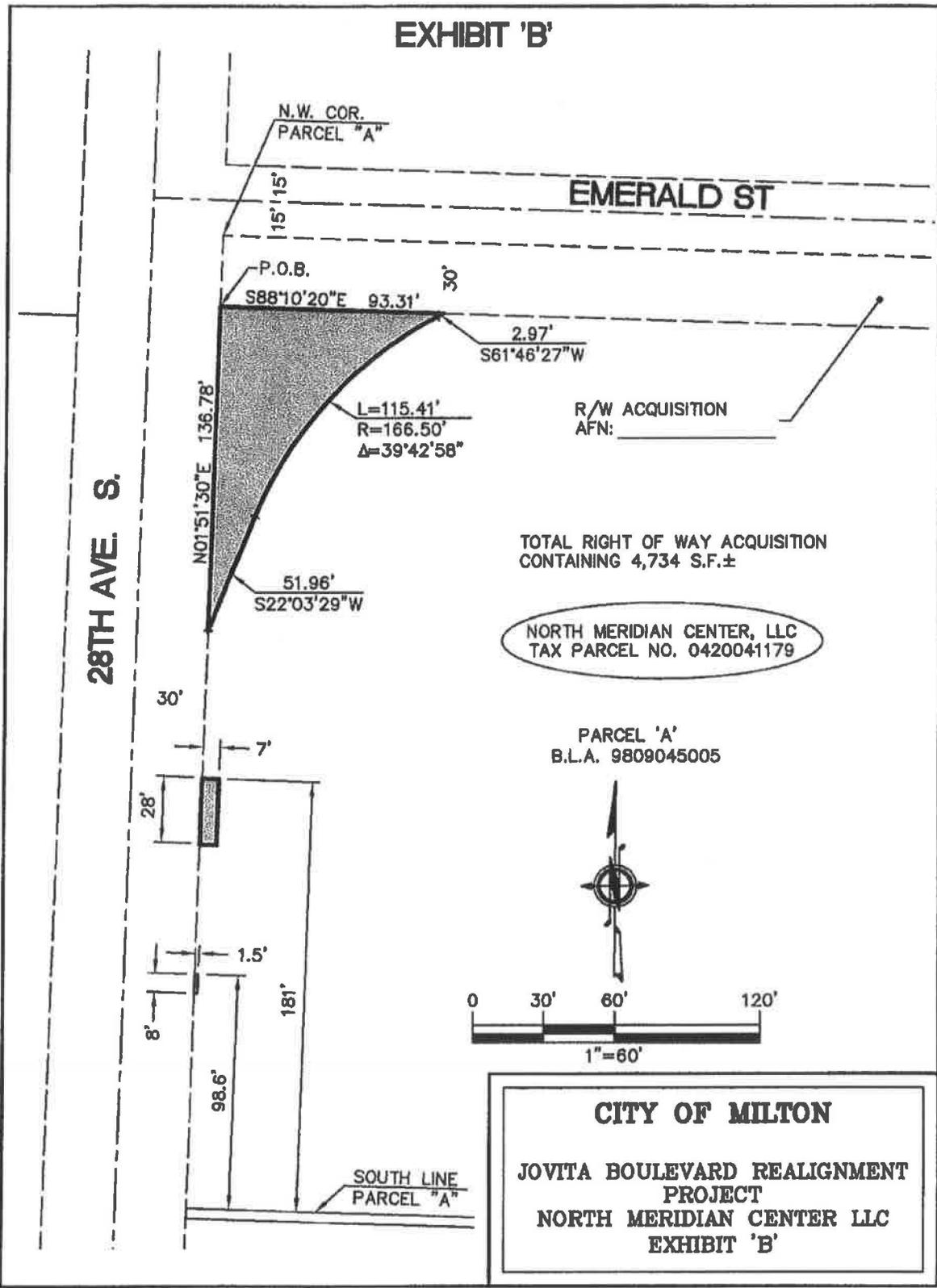


Parcel "A"

Commencing at the Southeast corner of the Northeast Quarter of Section 4 Township 20 North Range 4 East of the W.M. in Pierce County, Washington;
Thence North 00°19'35" West along the East line of said Northeast Quarter 660 feet;
Thence North 89°59'58" West 50.00 feet to the West margin of Washington State Highway SR 161 as described in instrument recorded under recording number 8212220124 and 8212230033;
Thence North 00°19'35" West along said margin 152.00 feet to the true point of beginning;
Thence continuing along said West margin North 00°19'35" West 36.04 feet;
Thence South 89°54'25" West 180 feet;
Thence North 00°19'35" West 193 feet;
Thence North 89°54'25" East 180 feet to the West margin of said Washington State Highway SR 161;
Thence North 00°19'35" West along said West margin 30.00 feet;
Thence South 89°54'25" West 562.68 feet to the East margin of 28th Avenue;
Thence South 00°03'43" East along said East margin 410.11 feet;
Thence South 89°59'58" East 310.58 feet;
Thence North 00°19'35" West 152.00 feet;
Thence South 89°59'58" East 254.00 feet to the true point of beginning.

(Being revised Parcel 'A' of City of Milton Lot Line Adjustment recorded under recording number 9809045005).

EXHIBIT 'B'

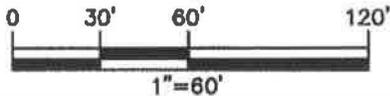


R/W ACQUISITION
AFN: _____

TOTAL RIGHT OF WAY ACQUISITION
CONTAINING 4,734 S.F.±

NORTH MERIDIAN CENTER, LLC
TAX PARCEL NO. 0420041179

PARCEL 'A'
B.L.A. 9809045005



CITY OF MILTON
**JOVITA BOULEVARD REALIGNMENT
PROJECT**
NORTH MERIDIAN CENTER LLC
EXHIBIT 'B'



COMMERCIAL BUILDING AT NORTHEAST CORNER



FACING NORTH ALONG 28TH AVENUE FRONTAGE



FACING NORTH ALONG 28TH AVENUE TOWARDS ACQUISITION AREA



FACING SOUTH ALONG 28TH AVENUE FROM EMERALD STREET CORNER



FACING EAST ALONG EMERALD STREET FRONTAGE FROM 28TH AVENUE CORNER

DEFINITIONS & PRELIMINARY DISCUSSION

TYPE OF REPORT

This "strip" appraisal is a summary report of an appraisal assignment as defined by the Uniform Standards of Professional Appraisal Practice (USPAP) formulated by the Appraisal Foundation. This report has been prepared in compliance with USPAP, The Uniform Standards for Federal Land Acquisitions, and appropriate Federal and State laws, regulations, policies and procedures.

PROPERTY RIGHTS APPRAISED

Unless specified otherwise in this report, the property rights appraised constitute the fee simple interest.

COMPETENCE OF APPRAISER

The appraiser has both the knowledge and experience required to competently perform this appraisal.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal was to estimate the value of the part acquired as it contributes to the whole property. This appraisal is a strip acquisition from a portion of a larger parcel without the whole property being appraised in the "before" and "after" situations. Valuing only a portion of the property is allowed by the Uniform Standards of Professional Appraisal Practice (USPAP) per the explanatory comments under Standards Rule 1-2(e).

INTENDED USE OF THE APPRAISAL

This appraisal report is intended for the sole and exclusive use of the client to evaluate the market value of the subject property for a proposed partial acquisition.

FAIR MARKET VALUE

"Fair Market Value" is the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking consideration all uses to which the property is adapted and might in reason be applied. (Washington Pattern Instruction 150.08)

THE LARGER PARCEL

In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages. Also known as the "Parent Parcel".

CASH EQUIVALENT

A price expressed in terms of cash (money) as distinguished from a price which is expressed all or partly in terms of the face amount of notes or other securities which cannot be sold at their face amount. Market data in this appraisal are compared to the subject on an all cash basis to satisfy the definition of Fair Market Value.

LEGAL DESCRIPTION

Please refer to the title report contained in the addenda of this report.

DESCRIPTION OF PROPOSED PROJECT

The proposed Jovita Boulevard Realignment Project is a joint project between the City of Milton and the City of Edgewood that will realign Jovita Boulevard to intersect with Meridian Avenue E (SR 161) at Emerald Street with the installation of a signal at the Intersection. Traffic then would be routed on Emerald Street to 28th Avenue and subsequently onto Milton Way by way of a new traffic signal at the intersection of Milton Way and 28th Avenue. According to the Project Overview, the project will improve mobility and safety, and Improvements include:

- Realigned Jovita Boulevard
- Signalized Emerald St/SR 161 Intersection
- Jovita Boulevard Roundabout
- Removal of Existing Traffic Signal at Jovita Boulevard/State Route 161 Intersection
- ADA-compliant Sidewalks
- Illumination
- Storm Drainage Improvements
- Utility Relocations and Adjustments

DESCRIPTION OF APPRAISAL PROBLEM

The subject consists of approximately 3.63 ± acres zoned Business District in the City of Milton, which is currently improved with an older single family residence and a commercial building, both of which are in poor condition and contribute no value to the land. The appraisal assignment is to estimate the fair market value of the subject land for a proposed fee simple partial acquisition by the City of Milton.

CLIENT

The term "Client" is defined in USPAP as "The party or parties who engage an appraiser (by employment or contract) in a specific assignment". The client is Cascade Right of Way Services, Inc.

INTENDED USER

The term "Intended User" is defined in USPAP as "the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment." The intended users are Cascade Right of Way Services, Inc., the City of Milton, the City of Edgewood and their contractors.

DELINEATION OF TITLE

There have been no sales transactions in the past five (5) years. The subject property is in foreclosure at the time of appraisal (please refer to title report in the addenda of this report).

SCOPE OF APPRAISAL

As part of this appraisal assignment, the appraiser made a number of independent investigations and analyses. In conducting the investigation, various governmental entities were contacted for demographic data, land policies and trends, and growth estimates. Neighborhood data were supplemented by physical inspection of the defined area. Information regarding zoning, utilities, and other limitation on site

utilization was obtained. Both the site and the surrounding area were inspected to determine highest and best use, and a personal inspection of improvements and site improvements was conducted. The market was analyzed for past trends and current data; estimated income, absorption and occupancy levels, and anticipated expenses were based upon this market evidence.

A diligent search for comparable data was conducted, and comparable information was obtained from both public and private sources. Attempts were made to contact the buyers or sellers or other knowledgeable third parties to verify that the transactions were at arm's length, cash equivalent, and market reflective. A reconciliation of all data considered was then completed, resulting in the final estimate of value, as set forth herein.

EXPOSURE PERIOD

The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal.¹ The exposure period has been estimated at approximately twelve months or less, based upon sales, listings, and other data considered within the report.

MARKETING PERIOD

Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.² A reasonable marketing period of twelve months or less has been estimated, based upon the listings and sale histories of the comparable market data that were analyzed in this appraisal report.

¹ The Dictionary of Real Estate Appraisal, Fourth Edition, p. 105.

² The Dictionary of Real Estate Appraisal, Fourth Edition, p. 175-176.

EXHIBIT “E”

FALK’S APPRAISAL

REVIEW SUMMARY

DATED SEPTEMBER 3, 2014

Appraisal Review

<i>Appraisal Reviewed:</i>	North Meridian Center, LLC Pierce County parcel #042004-1179
<i>Property Address:</i>	524 Meridian Avenue East, Milton, Washington
<i>Appraiser:</i>	Christina A. Fagernes Appraisal Solutions Northwest, Inc.
<i>Date of Appraisal Value & Effective Date of Review Value</i>	February 14, 2012
<i>Reviewer:</i>	Barbara Montro, MAI, AI-GRS Montro & Johnston Appraisals (#2966)
<i>Client of Review:</i>	Terry Brink and Falk Development PO Box 2521 Redmond, Washington 98073
<i>Intended User of Review:</i>	Falk Development and Terry Brink
<i>Intended Use of Review:</i>	Intended use is for the proposed partial acquisition of a portion of the site.
<i>Purpose of Review:</i>	To verify the appraisal conforms to standard of USPAP, FIRREA, WSDOT Right of Way and Uniform Appraisal Standards for Federal Land Acquisitions. To determine if appropriate appraisal methods and techniques were employed for the appraisal problem; and to determine whether the appraiser's analysis and results form a credible opinion of value.
<i>Appraisal Report:</i>	Summary report format.
<i>Appraisal Review Type:</i>	Field review.
<i>Extraordinary Assumptions:</i>	None identified in the appraisal report. The appraisal should be based on extraordinary assumption that the 4,754 SF fee simple acquisition land area has occurred, as of February 14, 2012, which is the effective date of value.
<i>Hypothetical Conditions:</i>	None.
<i>Appraisal Conclusion:</i>	\$47,350 Acquisition Value (4,734 SF, \$10 SF) - Damages
<i>Reviewer Conclusion:</i>	\$71,000 Acquisition Value (4,734 SF, \$15 SF) - Damages

MJ #2853

Scope of Work – Field Review:

The report was read to evaluate its completeness, adequacy, relevance, appropriateness, and reasonableness based on the data presented.

The subject property was toured on September 3, 2014. A drive-by inspection was made of the land sales.

After determining the sales were appropriate for comparison, I did disagree with how the conclusions were drawn in the appraisal. I developed conclusions for the sales approach based on my review of the subject characteristics in comparison to the sales. My analysis and conclusions drawn in this review can not be relied upon for USPAP/FIRREA compliancy, without considering the data provided in the referenced appraisal reviewed.

The review assumes that subject data (legal description, plat maps, history) and sales comparables contained in the appraisal report are accurate, as this information is relied upon in forming my opinion of value.

Assumptions & Extraordinary Assumptions:

This review is based on the Extraordinary Assumption that as of February 14, 2012, the date of value, the 4,754 SF proposed fee simple land acquisition by the City of Milton has occurred. Otherwise the date of acquisition value would have to be July 5, 2012, a prospective date, according to the Possession and Use agreement.

There are no Hypothetical Conditions associated with the development of the referenced appraisal or in this review.

There are other Assumptions which are relied upon in developing the opinion of value. Assumptions pertinent to development of value include: the legal description is correct and there are no title defects; physical characteristics obtained by sources are reliable; and there are no site or environmental conditions affecting the use of the property. This review also relies on these Assumptions, as well as Assumptions in the Addenda of this review, which if found to be false could alter the value conclusions.

A.	INTRODUCTORY INFORMATION	yes	no	n/a	comments
1.	Is there a letter of transmittal that identifies City of Milton as the client and intended user?	x			
2.	Does the letter of transmittal state the effective date of the appraisal and the date of the report?	x			
4.	Is there an adequate physical identification of the subject property?	x			
5.	Does the appraisal identify the real property interest (fee simple, leased fee, leasehold, etc.) being appraised?	x			Fee Simple interest
6.	Is there a statement indicating that the purpose of the appraisal is to estimate market value of the subject property?	x			
7.	Does the appraisal contain a clear statement as to the intended users of the appraisal as well as the intended use (i.e., collateral evaluation for financing purposes, acquisition)?	x			
8.	Was the appraisal based upon the following definition of Market Value and was the source cited?	x			Fair Market Value
9.	Does the appraisal describe the extent of the process of collecting, confirming, and reporting data (scope)?	x			
10.	If this is a Restricted Report, does the appraisal contain a prominent use restriction that limits reliance on the report to the client and warns that the report cannot be understood property without additional information in the work file of the appraiser and clearly identify and explain the scope of the appraisal.			x	
11.	Does the appraisal report contain an estimate of reasonable exposure time that is supported by factual data or logical analysis?	x			
B.	HISTORY OF SUBJECT PROPERTY	yes	no	n/a	comments
1.	Does the appraisal contain a 3-year sales history for the subject property?	x			5 yr conforms to Federal Land Acquisition Standards
C.	REGIONAL AND NEIGHBORHOOD DESCRIPTIONS	yes	no	n/a	comments
1.	Does the appraiser relate supply/demand trends and occupancy levels impact it may have upon the value of the subject property?	x			
D.	SITE DESCRIPTION	yes	no	n/a	comments
1.	Is the subject reasonably described (in terms of shape, size, topography, access, etc.)	x			
E.	DESCRIPTION OF IMPROVEMENTS	yes	no	n/a	comments
1.	Does the appraisal report describe the existing improvements (if any) with enough detail to ascertain the construction components, quality, and condition?	x			
2.	Does the appraisal identify the presence of any personal property , fixtures, or intangible items that are not real property but have value that may be included in the final estimate?			x	
F.	HIGHEST AND BEST USE ANALYSIS	yes	no	n/a	comments
1.	If market value is being estimated, does the appraisal conclude on a highest and best use of the property as vacant?	x			
2.	If market value is being estimated, does the appraisal also conclude on a highest and best use as improved (or based on the proposed improvements)?			x	

G. COST APPROACH		yes	no	n/a	comments
1.	Has the report included a Cost Approach or, if omitted, did the report provide the necessary justification for its omission? (If properly omitted, skip to the next section.)			x	
2.	Is the indicated estimate of value by the Cost Approach reasonable?			x	

H. SALES COMPARISON APPROACH		yes	no	n/a	comments
1.	Has the report included a sales comparison approach or, if omitted, is there an adequate explanation as to its irrelevance? (If properly omitted, skip to the next section.)	x			
2.	Does the report lead the reader through a logical discussion or adjustment analysis, which narrows the range of indicators to a value conclusion by the Sales Comparison Approach that appears to be reasonable?		x		Refer to Remarks

I. INCOME APPROACH		yes	no	n/a	Comments
1.	Does the appraisal contain an income approach to value or provide an adequate explanation as to its exclusion? (If properly omitted, skip to the next section.)			x	
2.	If the subject property is not at stabilization at the time of the appraisal, does the report differentiate between the value "as is" and "stabilized value" along with discussions which support an estimate of costs for the subject to reach stabilization?			x	
3.	Where necessary, does the report identify the fractional interest of value that apply to personal property, fixtures, or intangible items such as business value or goodwill?			x	
4.	If the property is encumbered by leases, does the report produce an indication of value as a leased fee estate?			x	
5.	Does the report lead the reader through a logical discussion or adjustment analysis, which narrows the range of indicators to a value conclusion by the Income Approach that appears to be reasonable?			x	

K. GENERAL ITEMS		yes	no	n/a	comments
1.	If the subject is proposed, is the time for completion of construction and lease-up or sell-out reasonably supported with an absorption study?			x	
2.	If the subject property is a for-sale-project, such as a subdivision or condominium project, does the appraisal analyze and support the expenses during the absorption period leading to both an "aggregate retail value" and a "bulk value"? On leasehold properties, does the appraisal include a summary of all terms and conditions of the ground lease, and has it considered the impact of this ground lease on the final estimates of value?			x	

L.	APPRAISAL CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS	yes	no	N/a	comments
1.	Does the appraisal contain a signed certification and does it indicate whether each of the contributing signatories has or has not made a personal inspection of the property?	x			
2.	Does the certification attest that the statements of fact contained in the report are true and correct; the report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analysis, opinions, and conclusions?	x			
3.	Does the certification state that the appraiser has no present or prospective interest in or bias with respect to either the subject property or the parties involved?	x			
4.	Does the certification indicate that to the best of the appraiser's ability the analyses, opinions, and conclusions were developed and the report was prepared in accordance with current federal appraisal regulations and USPAP?	x			
5.	Does the certification state that the appraiser's engagement was not contingent upon developing or reporting predetermined results?	x			
6.	Does the certification state that the appraiser's compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal?	x			
7.	Does the certification state that no one provided significant professional assistance to the appraiser that is not thoroughly identified in the report?	x			
8.	Does the appraisal state all assumptions and limiting conditions that affect the analysis, opinions, and conclusions?	x			
9.	Does the certification state that the Appraiser has or has not previously provided appraisal services for the subject property within the prior three years?		x		Not in Compliance with USPAP.
10.	Certification compliant with Appraisal Institute required wording for continuing education and Standards/Ethics requirement.			x	

Shaded items are required under USPAP Standard Rules 1 & 2 and must be in appraisals.

M.	Acquisition Analysis	yes	no	n/a	comments
1.	Is the Value of Property Before Acquisition reasonable?		x		Refer to remarks
2.	Are Damages reasonable?		x		Refer to remarks
3.	Are Special Benefits reasonable?	x			
4.	Is the Value of Property After Acquisition reasonable?		x		Refer to remarks
5.	Is the Difference between Before and After values reasonable		x		Refer to remarks
6.	Was the Larger Parcel or 'Parent Parcel' considered?		x		Defined but there was no analysis concluding what the influence of the larger parcel concept is on the subject property. Appears to be none.

USPAP requires the appraiser to identify if they have or have not provided any appraisal services for the subject property in the prior three years. This is missing from the signed Certification, rendering the report is not in compliance with USPAP Certification requirements.

REVIEW COMMENTS

Subject Property:

The subject is a 3.63 acre site which is improved with an older single family home and a commercial building. They have reached the end of their useful life and require demolition. The appraisal determined that any rental income would offset demolition expense. At the time of the appraisal, there were no pending sales of the subject property in the prior five years and it was in foreclosure. The site is zoned for commercial development, Business District, by the City of Milton. All public utilities are to the site and there is no sewer LID balance. The site is located between the McDonalds and Texaco properties and is next to an Albertson anchored shopping center. Meridian traffic counts are 25,000 daily.



Subject Entrance Off Meridian





Subject Entrance between Shell and McDonalds



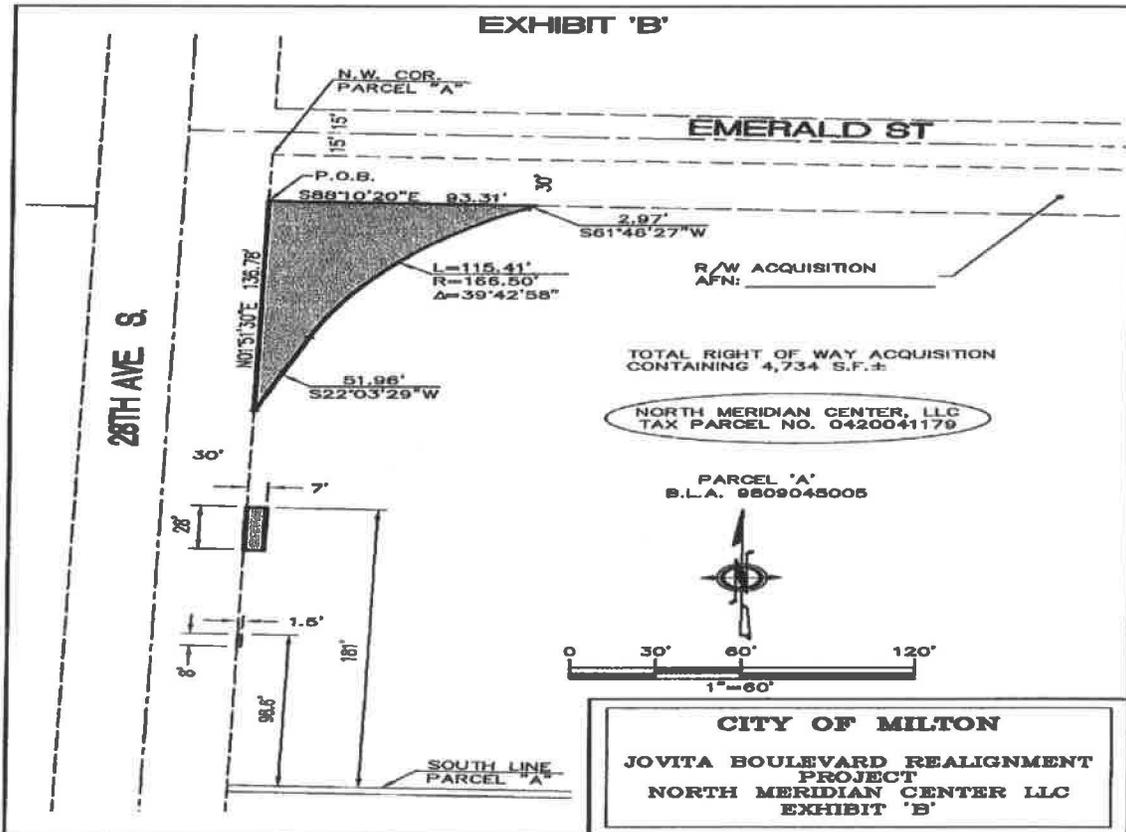
**View of Subject fronting Emerald from Intersection
(At Completion of Street Improvements)**



28th Avenue

(At Completion of Street Improvements)

Highest and Best Use: The subject site has access from Meridian Avenue and from Emerald Street. Access from Meridian is between the McDonalds and Shell station. The site has 560' of frontage on Emerald Street, 410 feet of frontage on 28th Avenue and 66 feet of frontage on Meridian. The highest and best use is concluded as commercial development. Because it fronts Meridian, Emerald and 28th Avenue with good traffic exposure and because it has good location identity next to the McDonalds, the Shell gas station, as well as the Albertson shopping center, the subject site has appeal for retail use.



Jovita Boulevard Realignment Project: The subject site is in the Jovita Boulevard Realignment Project. This is a joint project between the City of Milton and the City of Edgewood. Jovita Boulevard will be realigned to intersect with Meridian Avenue East (SR 161) at Emerald Street. A traffic signal will be installed at the intersection. Traffic will then be routed to Emerald Street to 28th Avenue. Improvements include a roundabout at Jovita Boulevard, ADA compliant sidewalks, signalized intersection at Emerald Street and Meridian Avenue East and storm drainage improvements. A portion of the subject site, 4,734 SF, will be taken for this project.

Description of Appraisal Problem: To estimate the fee simple market value of the proposed 4,734 SF land acquisition area. This appraisal is based on the extraordinary assumption that acquisition has occurred as of the date of value.

Sales Approach:

The appraisal analyzed the sales range from \$6 SF to \$15.33 SF. The review adjusted the sales upwards for the sewer LID costs reported in the appraisal. Some properties are below grade and will require an additional fill and compacting expense. The cost to fill and compact sites in Fife has ranged from \$2 to \$4 SF. After adjusting the sale price for the LID and fill costs, the sales are then compared to the subject. The adjusted range is from \$10.34 SF (site with no utilities and no frontage) to \$18.00 SF for a site on Meridian.

<p>Sale 1 does not front Meridian and lacks exposure to daily traffic. It was purchased for office development, which is an inferior highest and best use. While this is a smaller parcel, it is situated back about 450 feet from Meridian and is judged to be significantly inferior. Utilities are not to this parcel. This sale is judged to be the least comparable, indicating more than \$10.70 SF.</p>	
<p>Sale 2 is located on Meridian Avenue and Emerald Street, across from the subject. It was purchased to develop a new gas station. The asking price is \$15 SF, which the negotiated sale was lowered to account for the demolition expense. As a vacant site this was analyzed at \$15 SF. While it has more direct frontage on Meridian, the subject has frontage on three arterials. This sale is judged to be the overall similar, indicating \$15 SF.</p>	
<p>Sale 3 is a pending sale of the 1.2 acre northwest portion of an 8 acre farm site. There is an older single family home and shed onsite. The appraisal allocated \$4 SF (\$209,088) of purchase price to the 1,700 SF single family home constructed in 1908 and \$11 SF (\$574,992) to the dirt.</p> <p>The buildings are in fair condition and are an interim use. All of the other sales with older single family homes did not consider they contribute value beyond any rental income that was expected to offset their demolition expense. The buyer will also have to pay \$3 SF for a sewer LID, which adjusts this sale to \$18.00 SF. Interior site with superior frontage on Meridian and inferior access. This sale is analyzed as a vacant site. Overall, this sale is rated inferior in street frontage and access, indicating more than \$18.00 SF.</p>	

Sale 4 sold for \$7.74 SF and the buyer is responsible for \$2.70 SF in sewer LID, which requires an upward adjustment that was not analyzed. Site requires fill and was adjusted upwards \$2 SF. Buyer intends to build an office complex, which is an inferior highest and best use compared to the subject's retail appeal.



This site is narrow and deep, which is inferior. Site has inferior sloping topography. This sale is rated overall inferior, indicating more than \$12.44 SF.

Sale 5 is located on Meridian and a side street, next to a Les Schwab tire shop. The buyer is responsible for the sewer LID. This is the proposed View Point mixed-use development across from Safeway. Overall, this sale is rated inferior in street frontage and access, indicating more than \$17.23 SF.



Sale 6 is not a corner site. It has inferior light industrial zoning and superior I-5 visibility. Located on the west side of I-5, considered in Milton, however, influence by the Fife submarket. Located in a less developed commercial area, inferior to the subject. Overall, this sale is rated similar at \$15.33 SF.



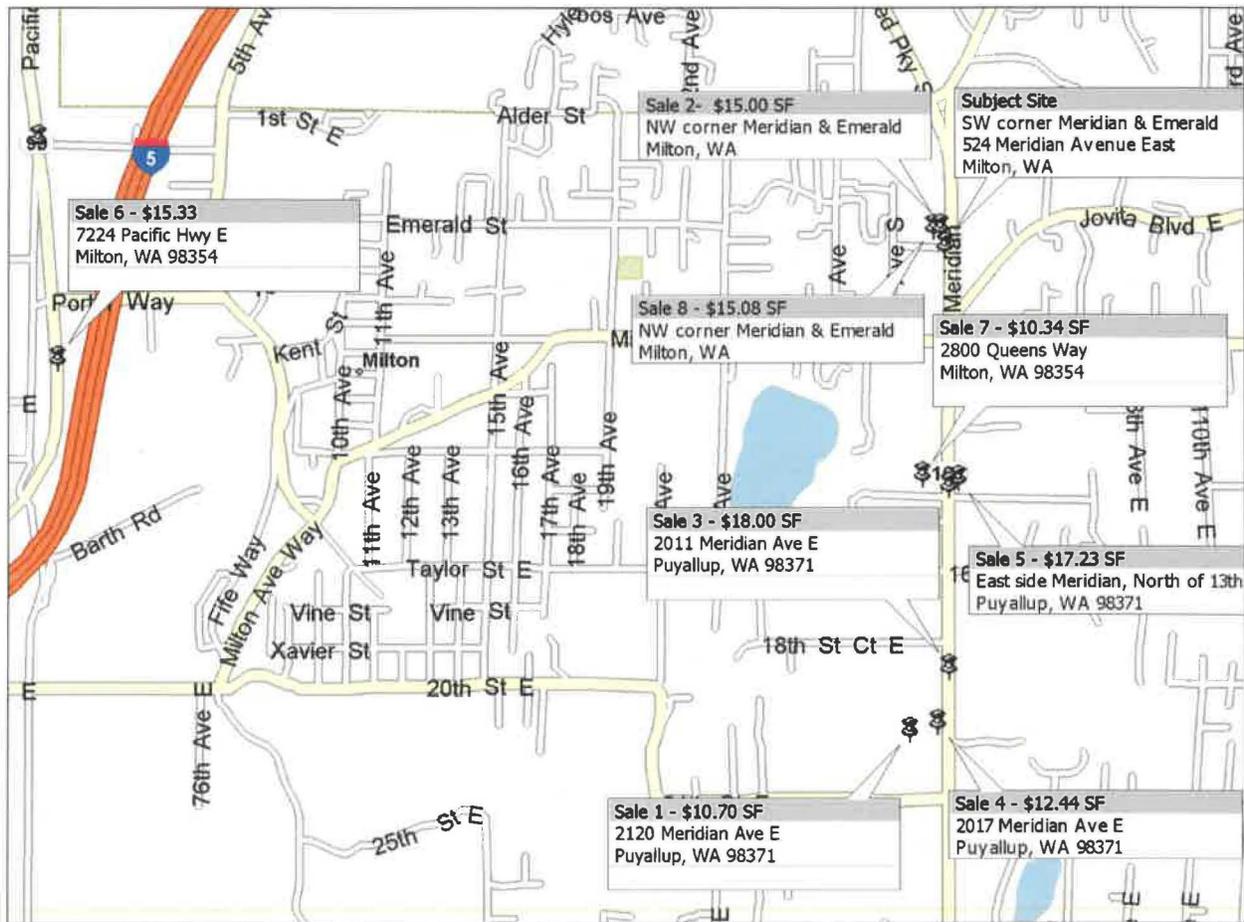
Sale 7 is an interior site with inferior access and visibility. It fronts Queens Way, which has below average traffic exposure. It is across from a shopping center. Utilities have to be extended to the site, which is an inferior condition. Property was purchased by WSDOT for storm drainage control. Overall, this sale is rated significantly inferior, indicating more than \$10.34 SF.



Sale 8 is across from the subject and was being purchased to hold for future development. Its shape is rectangular, which is superior. Sold for \$17.13 in 2008 and is pending for \$15.08 SF. Similar exposure to three arterials. Superior visibility fronting the intersection. Overall, this sale is rated slightly superior, indicating slightly less than \$15.08 SF.



Land Sales Map



Sale	Sale Price	Fill	ULID	Adjusted Price	Visibility	Street Frontage	Access	Location	Notes
Sale 1	\$6.00	\$2.00	\$2.70	\$10.70	Inferior	Inferior	Inferior		No Frontage or Utilities Site is 450' from Meridian
Sale 4	\$7.74	\$2.00	\$2.70	\$12.44	Inferior	Inferior	Inferior		Interior Parcel
Sale 7	\$10.34			\$10.34	Inferior	Inferior	Inferior	Inferior	Utilities need to be extended
Sale 2	\$15.00			\$15.00	Superior	Inferior			NWC Meridian & Emerald
Sale 3	\$15.00		\$3.00	\$18.00		Inferior	Inferior		SFH and shed
Sale 5	\$14.27		\$2.96	\$17.23		Inferior	Inferior		Next to Les Scwabb
Sale 6	\$15.33			\$15.33	Superior			Inferior	
Sale 8	\$15.08			\$15.08	Superior				NWC Meridian & Emerald

Sale 1 is clearly inferior, as it lacks any frontage on a primary arterial and does not have utilities extended to it. Sale 1 is situated about 450 feet back from Meridian. Sale 4 is an interior site which is very narrow and deep with frontage on Meridian. Sale 1 is behind Sale 4 and when considering Sale 4 has frontage on Meridian, there does not appear to be a significant adjustment warranted to the sales for the differences in land size. This could be because the appeal of a larger development has a greater return based on the economies of scale, compared to a smaller site. Sales 1 and 4 will also require fill, which requires an upward adjustment and \$2 SF is estimated. The buyer intends to build an office building on Sales 1 and 4, which is inferior to the subject's retail appeal.

Sale 7 would require extending utilities to the site, which the cost was not known. Sale 7 has inferior traffic exposure, inferior access and was purchased by WSDOT for storm drainage. Eliminating Sale 1, Sale 4 and Sale 7 indicates an adjusted range from \$15.00 SF to \$18.00 SF.

Listings: The Listings are analyzed in the appraisal from \$5.88 SF to \$14.97 SF. They were not adjusted for the cost of sewer LID which the appraisal identified the buyers are responsible for. Listing 2 requires fill and Listing 3 requires substantial fill. The cost to fill and compact sites in Fife has ranged from \$2 to \$4 SF. Listing 2 is adjusted upwards by \$2 SF and Listing 3 and is adjusted upwards by \$3 SF for fill. Listing 6 is located in Edgewood and is excluded because of its location. After considering the listings are required to be adjusted upwards for fill and sewer LID costs, they form a range from \$10.88 SF to \$17.18 SF, with a mean of \$13.77 SF. The influence of the subject being located between two national retailers, McDonalds and Shell, and next to Albertsons, with good location identity was not analyzed when comparing these listings to the subject site.

Conclusion: When weighing the closed sales and the listings, the subject site is estimated at \$15.00 SF or \$71,000 for the 4,754 SF portion as the 'Before' market value. Since the entire 4,754 SF will be taken for the right-of-way, the 'After' value is \$0, resulting in Damages of \$71,000. There are no Special Benefits identified. There are no further damages identified. The acquisition value is concluded at \$71,000.

Summary:

My opinion is the appraisal did not adequately consider elements of comparison, which negatively impacts its land value conclusion.

1. The appraisal never mentioned that the subject site is next to McDonalds and a Shell gas station. These national retailers provide the subject site with good location identity.
2. Sale 1 is situated 450 feet back from Meridian Avenue with no frontage on a primary arterial, which was not discussed. The buyer will pay \$2.70 SF for sewer LID in addition to the \$6 SF land. Fill is required, estimated at \$2 S, which adjusts this sale to \$10.70 SF when comparing it to the subject site. It is significantly inferior because it lacking frontage and utilities and is a strong indicator that the subject site is more than \$10.70 SF.
3. Sale 3's buyer will pay \$3 SF sewer LID fee, which the appraisal did not adjust for this cost. Sale 3 was analyzed by deducting \$4 SF (\$209,088 or \$123 SF) for an older home and shed with no doors. These improvements are in fair condition and in my opinion the 1,700 SF home built in 1907 and 1,800 SF wood shed with no doors built in 1955 do not contribute value beyond offsetting demolition costs.



As a vacant commercial site, the demolition of these older improvements should be considered. In all the other sales analyzed in the appraisal, the older single family homes were considered temporary structures and no value was attributed to them beyond any rental income offsets demotions costs.

4. Sale 4's buyer will pay \$2.70 SF sewer LID fee, which the appraisal did not adjust for this cost. Sale 4 is a narrow and deep site. The buyer intends to construct an office building, which is an inferior highest and best use compared to retail.
5. Sale 5's buyer will pay \$2.96 SF for the sewer LID, which the appraisal did not adjust for this cost. This is an interior site with inferior access.

6. Sale 7 sold to WSDOT to be used for storm water retention. Utilities have to be extended to the site and the cost was not known. The appraisal's conclusion of \$10 SF is similar to this sale. However, this sale has inferior traffic exposure, inferior access, is inferior in location and was not adjusted for the cost to extend utilities to its site. It is a strong indicator the subject site should be more than \$10.34 SF given additional costs of extending utilities and its inferior physical attributes.

I certified I have reviewed the referenced appraisal and as of February 14, 2012, my opinion is the 4,754 SF subject identified in the appraisal has an acquisition value is \$71,000.

The appraisal reviewed does not conform to USPAP's requirement to include a signed statement in the Certification whether the appraiser has or has not appraised the property in the prior three years.

USPAP also requires the disclosure of Extraordinary Assumptions, which the value conclusion is based on the extraordinary assumption that the fee simple interest of the proposed land acquisition occurs as of the February 14, 2012 date of value.

Reviewer: Barbara R. Minter **Date:** 9-5-14

Addenda



Qualifications for Barbara R. Montro, MAI, AI-GRS

Professional Affiliation

AI-GRS Appraisal Institute-General Review Specialist (AI-GRS #42) awarded May 13, 2014
2nd MAI and 1st woman in WA State designated for excellence in Reviewing Commercial Appraisals.

MAI Member of the Appraisal Institute (MAI #11680) awarded February 14, 2001

Certified General Real Estate Appraiser, Washington State (27011-1100-193) since April 29, 1996

Education

San Diego State University (Calif.)

B. S. in Business Administration, emphasis in Information Systems, 1984, 3.6 GPA in major.

Appraisal Institute Real Estate Courses

Completed over 680 hours of Appraisal Institute real estate courses. Most recent education includes: Review Theory-General; Extreme Appraising-Appraising Unstable Properties in an Unstable Market; Appraisal Curriculum Overview-General; Valuing Commercial Green Buildings; Eminent Domain and Condemnation; Valuation of Detrimental Conditions in Real Estate and Litigation Skills for the Appraiser.

Experience

Owner & Appraisal Manager
Since 1998

Ockfen & Montro then Montro & Johnston Appraisals
308 Tacoma Avenue South, Tacoma, WA

- Prepared or managed 2,900+ commercial narrative real estate appraisal reports.
- Desk or field reviews of 170+ commercial real estate appraisal reports.
- Maintains propriety database with over 3,000 verified sales and 2,200 verified rentals.
- Qualified as Expert Witness in Pierce and Thurston County courts.
- Review and appraise properties for damages in Condemnation or EPA contaminated properties.

Appraisal Manager
1996 - 1998

Ockfen & Montro
9615 Bristol Avenue SW, Lakewood, WA

Commercial Appraiser
1993 to 1996

Roger D. Ockfen & Associates
9615 Bristol Avenue SW, Lakewood, WA

Prepared and/or reviewed commercial real estate Appraisal Reports, in compliance with FIRREA, USPAP & Appraisal Institute standards for financing, tax appeals, estate planning and courts.

- | | | |
|--------------------|--------------------|------------------------|
| • Apartment | • Retail | • Eminent Domain |
| • Church & Schools | • Restaurants | • Condemnation |
| • Golf Course | • Shopping Centers | • Feasibility Analysis |
| • Industrial | • Subdivisions | • Life Estate |
| • Office | • Vacant Land | • Partial Interest |

Systems Analyst
1983-1993

SAIC & SAFECO
San Diego & Seattle

Systems analyst and developer specializing in the Defense and Insurance industries.

Extraordinary Assumptions

1. This review is based on the assumption that a complete title report would not reveal any adverse conditions. For the purpose of this review, it is assumed that there are no undue claims or conditions affecting the ownership, use, or value of any of the subject property.
2. An assumption is made that there are no environmental concerns affecting development and use of the site. This review is not an environmental inspection and should not be relied upon to report the environmental condition of the property being appraised.
3. A visual property inspection was made by the review appraiser. The client and property ownership are encouraged to obtain their own independently prepared inspection of the physical structure and systems performed by a licensed contractor. The review appraiser relies on the quality and building condition based on touring the property.
4. This review does not guarantee that the property is free of defects or environmental problems. The reviewer is not a professional building or environmental inspector.
5. A soil study was not provided. An assumption of this review is that there are no contaminants or protected species on the site that would affect the development and/or use of the site. An assumption is made that permits can be secured to develop the property to its highest and best use. It is assumed that the soil has sufficient load bearing capacity to support the improvements and that there are no contamination or non-structural fill issues that would affect or prevent the development or use of the site. This review is not a soils inspection and should not be relied upon to report the soils condition of the property being appraised.
6. Land size is identified in the appraisal report. An assumption of this review is that the appraisal correctly identifies the land area.
7. Building size is identified in the appraisal and this review relies on some of the information provided in the rent roll and lease summaries.
8. It is assumed that any lease, construction cost, building specification, or site information provided in the appraisal is supported with original documentation, which was not reviewed. This review relies on data provided in the appraisal in forming an opinion, as well as additional market data researched for this assignment.
9. Zoning code was provided in the appraisal, and the review appraiser did not verify the accuracy of the zoning code. The review relies upon the appraisal accurately reporting the subject's zoning status. The review also assumes that occupancy permits are or can be obtained for the highest and best use conclusion.

If any assumptions where to differ than what is relied upon, then this may have an impact the value conclusions in the appraisal reviewed.

CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The report, analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- I have not provided any appraisal services in regards to the subject property in the prior three years.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal review. Further, this review was performed without pressure from someone who desires a specific value nor was my compensation predicted on loan approval.
- I have made a personal inspection of the subject of the work under review. I also drove by the land sales.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The review report is in conformance with the Uniform Standards of Professional Appraisal Practice. (Standard 3 together with Standard Rules 3-1 and 3-2).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.



Barbara R. Montro, MAI, AI-GRS
CERTIFIED GENERAL REAL ESTATE APPRAISER
Washington State License #27011-1100-193

STATE OF WASHINGTON

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION

THIS CERTIFIES THAT THE PERSON NAMED HEREON IS AUTHORIZED, AS PROVIDED BY LAW, AS A



CERTIFIED GENERAL REAL ESTATE APPRAISER

BARBARA ROSE MONTRO
308 TACOMA AVE SOUTH
TACOMA WA 98402

Cert/Lic No.
1100193

Issued Date
04/29/1996

Expiration Date
05/05/2014

John H. Smith
Director

USPAP 2012

Page U-vi from 2012-2013 USPAP – Certification

4. **Revisions to Standards Rules 2-3, 3-6, 5-3, 6-9, 8-3 and 10-3 (signed certification statement)** - The 2010-11 edition of USPAP initiated the requirement to disclose any services regarding the subject property performed by the appraiser within the prior three years in the report certification. Another requirement of USPAP is the appraiser must disclose in the certification either the presence or absence of any *current or prospective interest* regarding the subject or the parties involved. To improve consistency, for the 2012-13 edition of USPAP the Board is requiring that prior service(s) regarding the subject property be treated similarly in the certification as current/prospective interests are treated.

Page U-3 from 2012-2013 USPAP – Extraordinary Assumption

78 **EXTRAORDINARY ASSUMPTION:** an assumption, directly related to a specific assignment, as of the
79 effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or
80 conclusions.

81 Comment: Extraordinary assumptions presume as fact otherwise uncertain information about
82 physical, legal, or economic characteristics of the subject property; or about conditions
83 external to the property, such as market conditions or trends; or about the integrity of data
84 used in an analysis.

Page U-3 from 2012-2013 USPAP – Hypothetical Condition

86 **HYPOTHETICAL CONDITION:** a condition, directly related to a specific assignment, which is contrary to
87 what is known by the appraiser to exist on the effective date of the assignment results, but is used for the
88 purpose of analysis.

89 Comment: Hypothetical conditions are contrary to known facts about physical, legal, or
90 economic characteristics of the subject property; or about conditions external to the property,
91 such as market conditions or trends; or about the integrity of data used in an analysis.

EXHIBIT “F”
TRACT “B”
LEGAL DESCRIPTION
AND DRAWING

LEGAL DESCRIPTION

TRACT B of CITY OF MILTON SHORT PLAT NO. _____, recorded
under Pierce County Auditor's Recording No. _____ on _____,
2017, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

DRAWING

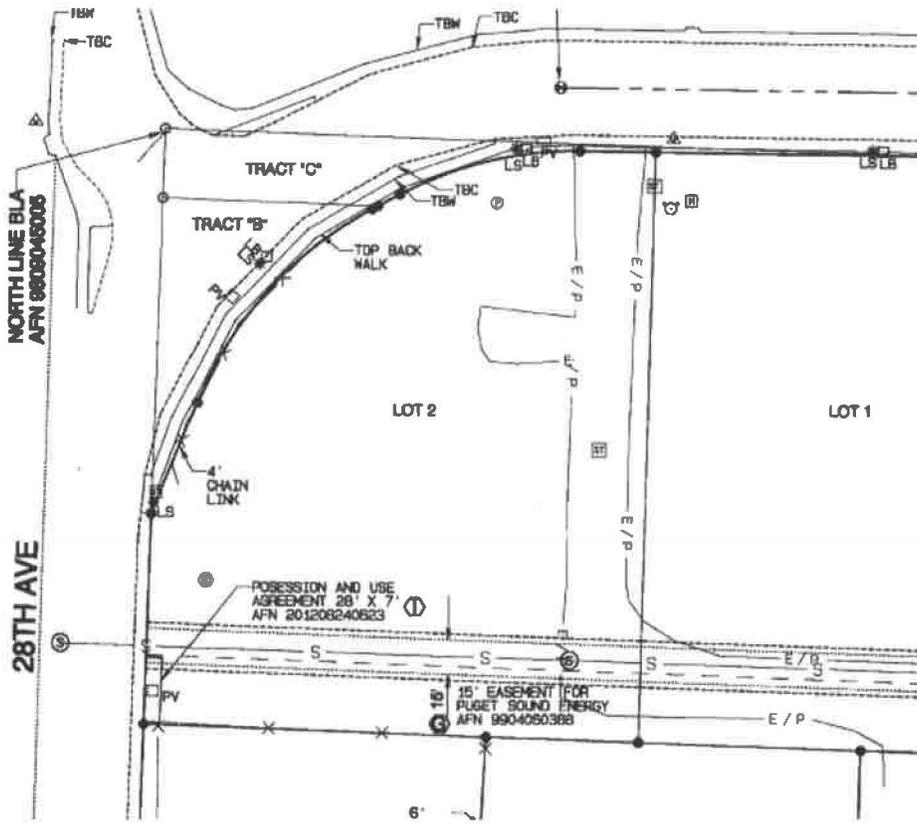


EXHIBIT “G”
TRACT “C”
LEGAL DESCRIPTION
AND DRAWING

LEGAL DESCRIPTION

TRACT C of CITY OF MILTON SHORT PLAT NO. _____, recorded under Pierce County Auditor's Recording No. _____ on _____, 2017, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

DRAWING

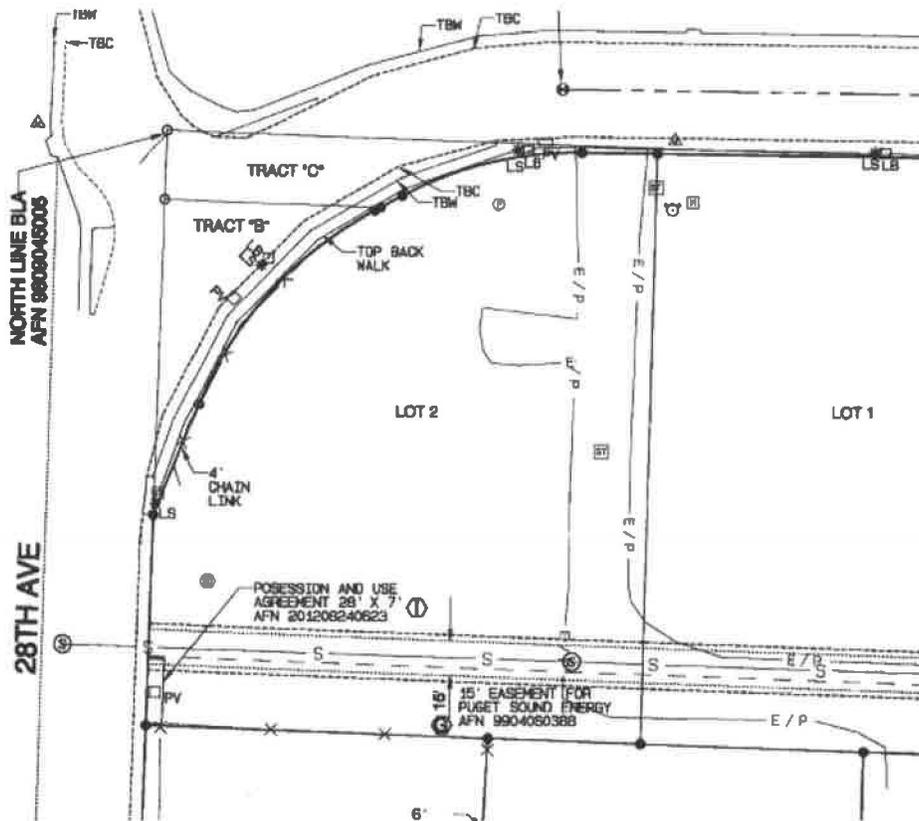


EXHIBIT “H”
TRACT “D”
LEGAL DESCRIPTION
AND DRAWING

LEGAL DESCRIPTION

TRACT D of CITY OF MILTON SHORT PLAT NO. _____, recorded
under Pierce County Auditor's Recording No. _____ on _____,
2017, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

DRAWING

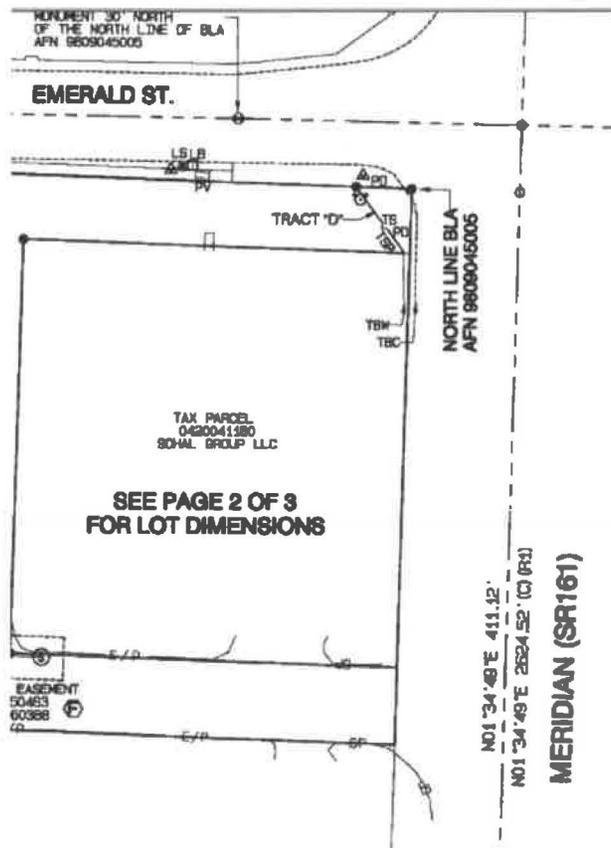


EXHIBIT “I”

DEDICATION DEED –

TRACTS “B”, “C” AND “D”

Return Address:

**City of Milton
Attention: City Clerk
1000 Laurel Street
Milton, Washington 98354**

AUDITOR/RECORDER'S INDEXING FORM

Document Title:	DEDICATION DEED
Grantor:	FALK DEVELOPMENT, INC., a Washington corporation
Grantee:	CITY OF MILTON, a Washington municipal corporation
Legal Description: (abbreviated)	Portions of the Northeast Quarter of Section 4, Township 20 North, Range 4 East of the Willamette Meridian (Lot A, Boundary Line Revision, Recording No. 9809045005); Additional legal(s) on attached Exhibit "K-1".
Assessor's Property Tax Parcel/Account Number:	a portion of 042004-117-9

DEDICATION DEED

The Grantor, **FALK DEVELOPMENT, INC.**, a Washington corporation, for and in consideration of one dollar and other consideration in hand paid, dedicates to Grantee, **CITY OF MILTON**, a Washington municipal corporation, the following real estate, situated in the County of Pierce, State of Washington, legally described as follows:

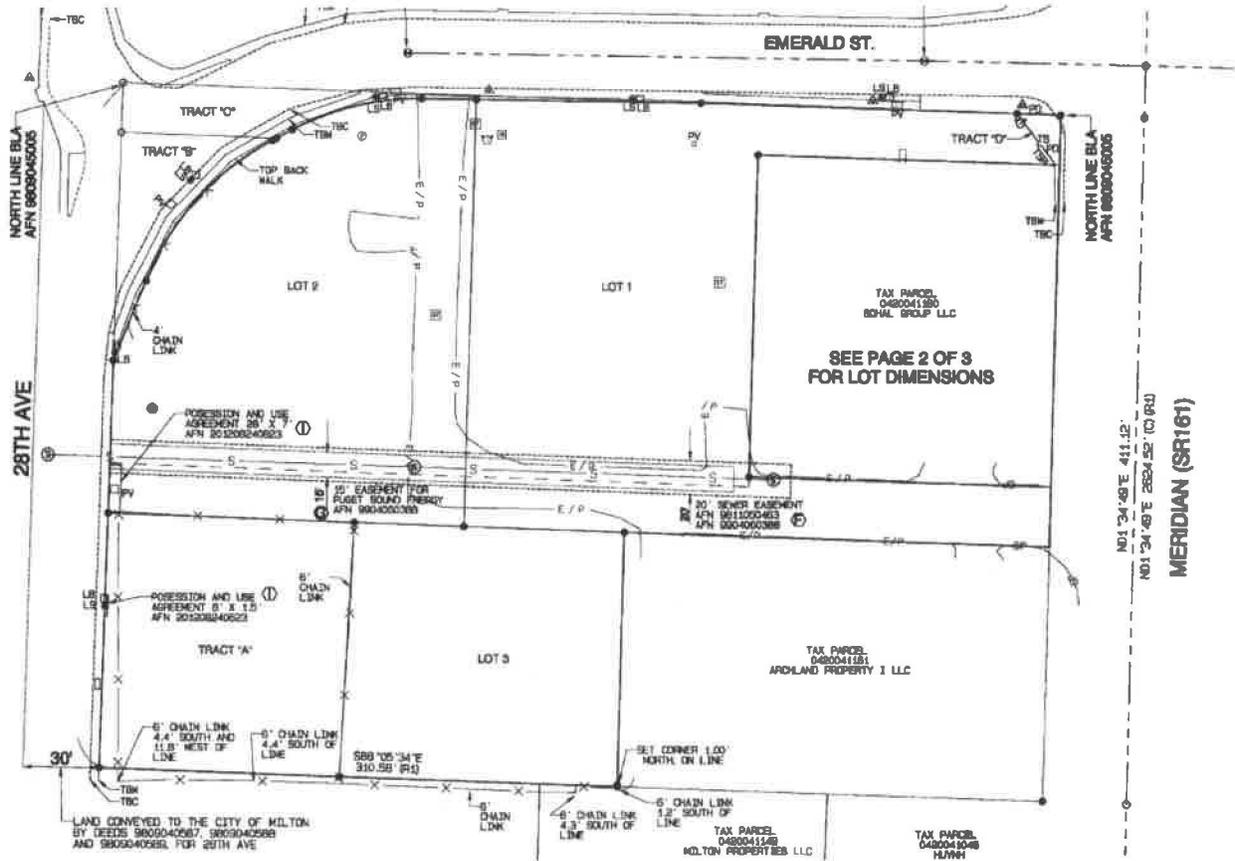
TRACTS B, C and D of CITY OF MILTON SHORT PLAT NO. _____,
recorded under Pierce County Auditor's Recording No. _____ on
_____, 2017, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

DEDICATION DEED - 1

The aforementioned real estate is dedicated to the CITY OF MILTON as an additional portion of the right-of-way for Emerald Street.

A depiction showing the geographic location of the property legally described above follows:



DATED this ____ of _____, 2017.

FALK DEVELOPMENT, INC., a Washington corporation

By: _____
 Cary Falk
 President

DEDICATION DEED - 2

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that Cary Falk personally appeared before me, is known to be the President of FALK DEVELOPMENT, INC., a Washington corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal this ___ day of _____, 2017.

Printed name: _____
Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

ACCEPTED this _____ day of _____, 2017.

CITY OF MILTON

By: _____
Debra Perry, Mayor

APPROVED AS TO FORM:

William Cameron, City Attorney

ATTEST/AUTHENTICATED:

Mark Howlett, City Clerk

DEDICATION DEED - 3

EXHIBIT “J”
PRELIMINARY DRAINAGE
REPORT
DATED APRIL 5, 2017



AZURE GREEN
CONSULTANTS

• feasibility • planning • engineering • surveying

PHONE 253.770.3144
FAX 253.770.3142
409 East Pioneer, Suite A
Puyallup, WA 98372

April 5, 2017

City of Milton
1000 Laurel St
Milton, WA 98354

Re: Falk Development Inc, Short Plat – Preliminary Drainage Report
AGC Job # 2155
Tax Parcel 0420041179

The proposed short plat of tax parcel 042004-1-179 is proposed in order to complete the development of the property started as the "North Meridian Center" in the late 1990's. That development included a conditional use permit with multiple commercial lots and a combination wetpond/detention pond for storm quantity and treatment. As it came to pass, only two commercial parcels were developed: as a McDonalds and a gas station, the storm pond was constructed, and a paved access was constructed.

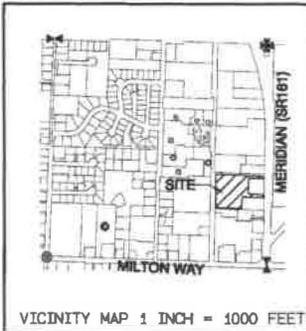
Since the storm drainage regulations have changed since the storm system was constructed, this analysis is made to determine how much additional impervious area may drain to the pond as constructed to minimize the need to alter or construct additional storm drainage facilities.

Based on the construction drawings for the original project, the detention pond was designed with a total of 60,375 cubic feet of live storage with 5.17 feet of live storage depth. The total drainage area to this pond was 255,871 square feet, or 5.87 acres. This works out to 10,278 cubic feet of pond storage per acre of tributary area. The area actually developed is 108,908 square feet, or 2.50 acres. Applying the per acre value of storage (2.50 ac x 10,278 cf/ac) results in 25,698 cubic feet of storage being used by pond by current improvements. This leaves 34,677 cubic feet of available storage in the pond.

To determine the required storage for the development of the remainder of the site, a WWHM2012 analysis is made to stream duration control standard. A portion of the original drainage area was developed as public road and will be routed away from the pond. This subtracts 0.79 acres from the drainage area total, leaving 2.58 acres for the site. So, the predeveloped basin for the duration control analysis is 2.58 acres, flat, forest, C soils. The developed drainage basin is impervious, parking, flat. The area is adjusted and auto-pond used under the required detention volume is less than the volume available, 34,677 cf or 0.796 ac-ft. At 5.17 feet of live storage depth and 3:1 side slopes, it was found that 2.07 acres of developed area would result in a required storage volume at top of overflow riser of 0.7842 ac-ft or 34,160 cf.



**EXHIBIT "K"
SHORT PLAT
FORM**



VICINITY MAP 1 INCH = 1000 FEET

ACKNOWLEDGEMENT
 WE THE UNDERSIGNED ATTEST THAT WE ARE THE CONTRACT PURCHASERS OR OWNERS IN FEE SIMPLE AND HAVE REAL INTEREST IN THE LAND REPRESENTED ON THIS SHORT PLAT. THIS SHORT PLAT IS MADE IN ACCORDANCE WITH THE DESIRES OF THE CORPORATION.

THOMAS J. SORENSTEDT
 COMMISSIONER EX OFFICIO
 NOTARY PUBLIC
 STATE OF WASHINGTON
 7-28-15

CARY FALK
 FALK DEVELOPMENT INC.
 STATE OF WASHINGTON } SS
 COUNTY OF PIERCE }
 ON THIS DAY PERSONALLY APPEARED BEFORE ME, CARY FALK, REPRESENTATIVE FOR FALK DEVELOPMENT INC. OWNER OF THE PROPERTY HEREIN DEPICTED, CERTIFY THAT THIS SHORT PLAT HAS BEEN CREATED BY THE CORPORATION'S FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES HEREIN MENTIONED. I HEREBY SET MY HAND

THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF WA RESIDING AT _____

CITY OF MILTON SHORT PLAT

LOCATED IN THE SE 1/4 OF THE NE 1/4 SECTION 04 TOWNSHIP 20N, RANGE 4E OF THE W.M.

ORIGINAL TRACT ASSESSORS PARCEL NO(S):
 0420041179

NOTICE:
 A SHORT SUBDIVISION SHALL NOT BE FURTHER DIVIDED IN ANY MANNER, FOR A PERIOD OF 6 YEARS FROM THE DATE SAID APPROVED SHORT PLAT IS RECORDED WITH THE AUDITOR, WITHOUT THE FILING OF A FINAL PLAT ON THE LAND WHICH IS PROPOSED TO BE FURTHER SUBDIVIDED.

FUTURE PERMITS
 THE APPROVAL OF THIS LAND DIVISION SHALL NOT GUARANTEE THAT FUTURE PERMITS WILL BE GRANTED FOR ANY STRUCTURES OR DEVELOPMENT.

COMMUNITY DEVELOPMENT DEPARTMENT
 THIS BOUNDARY LINE ADJUSTMENT IS FOUND TO BE IN CONFORMITY WITH ALL APPLICABLE ZONING REGULATIONS AND OTHER LAND USE CONTROLS IN EFFECT

COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

SENSITIVE AREA YES () NO ()

PUBLIC WORKS DEPARTMENT
 PUBLIC WORKS DIRECTOR _____ DATE _____
 SEE NOTE THIS SHEET (IF APPLICABLE)

FIRE DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

POLICE DEPARTMENT
 AUTHORIZED SIGNATURE _____ DATE _____

LEGAL DESCRIPTIONS

THE LAND IN THE COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.;
 THENCE NORTH 00°19'35" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 4, 850.00 FEET; THENCE NORTH 89°58'58" WEST, 50.00 FEET TO THE WEST MARGIN OF WASHINGTON STATE HIGHWAY SR-161 AS DESCRIBED IN INSTRUMENTS RECORDED UNDER RECORDING NOS. 92-12220124 AND 92-12230033;
 THENCE NORTH 00°19'35" WEST ALONG SAID MARGIN, 150.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST MARGIN NORTH 00°19'35" WEST 36.04 FEET;
 THENCE SOUTH 89°54'25" WEST, 180.00 FEET;
 THENCE NORTH 00°19'35" WEST, 153.00 FEET;
 THENCE NORTH 89°54'25" EAST, 180.00 FEET TO THE WEST MARGIN OF SAID WASHINGTON STATE HIGHWAY SR-161; THENCE NORTH 00°19'35" WEST, ALONG SAID WEST MARGIN, 30.00 FEET; THENCE SOUTH 89°54'25" WEST, 800.68 FEET TO THE EAST MARGIN OF 28TH AVENUE; THENCE SOUTH 00°03'43" EAST ALONG SAID EAST MARGIN 450.11 FEET;
 THENCE SOUTH 89°58'58" EAST, 310.88 FEET;
 THENCE NORTH 00°19'35" WEST, 152.00 FEET;
 THENCE SOUTH 89°58'58" EAST, 254.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS REVISED PARCEL A OF CITY OF MILTON LOT LINE ADJUSTMENT NO. 9609045006, ACCORDING TO MAP RECORDED SEPTEMBER 04, 1998, RECORDS OF PIERCE COUNTY AUDITOR.)

SITUATE IN THE CITY OF MILTON, COUNTY OF PIERCE, STATE OF WASHINGTON.

COMMUNITY DEVELOPMENT NOTES

DEVELOPMENT ON THE LOTS WITHIN THIS SHORT PLAT MAY BE SUBJECT TO DESIGN REVIEW AS OUTLINED IN NMC CHAPTER 17.43. NOTE: THE DESIGN GUIDELINES AND STANDARDS WILL LIKELY REQUIRE VEHICULAR AND PEDESTRIAN INTERCONNECTIVITY BETWEEN PARKING AREAS BOTH INTERNALLY ON THE SITE AND TO THE ADJACENT EXISTING DEVELOPMENT ON THE SOUTH AND EAST. COMPLIANCE WITH THIS REQUIREMENT WILL LIKELY REQUIRE THE RECORDING OF SHARED ACCESS EASEMENTS. PLEASE CONSULT WITH THE CITY EARLY IN THE PROCESS IN REGARDS TO THE APPLICATION OF THE UPTOWN DESIGN STANDARDS AND GUIDELINES TO FUTURE LOT DEVELOPMENT.

COUNTY ASSESSOR-TREASURER
 I CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HERED, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED

ASSESSOR TREASURER _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____

20____ AT THE REQUEST OF FALK DEVELOPMENT INC.

AUDITOR'S FILE NO. _____

COUNTY AUDITOR _____ DATE _____

NAME AND ADDRESS OF ORIGINAL TRACT OWNER
 CARY FALK
 FALK DEVELOPMENT INC. 18001 N.E. 76TH ST.
 REDMOND WA, 98052 PHONE 425-881-5060

SOURCE OF WATER CITY OF MILTON

SEWER SYSTEM PIERCE COUNTY

WIDTH AND TYPE OF ACCESS 80' PUBLIC / 36' PRIVATE

NUMBER OF LOTS 3 LOTS, 4 TRACTS

SCALE AS NOTED

SURVEYOR'S CERTIFICATE:
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF FALK DEVELOPMENT INC. IN FEBRUARY 2014, MARCH AND APRIL 2015, AND FEBRUARY 2017

TS-17
 THOMAS GALVIN P.L.S. CERT. NO. 42686 DATE _____

- RECORD MATTERS** (SEE PAGE 3 FOR CORRESPONDING LETTER)
- Ⓢ SANITARY SEWER EASEMENTS 8807100307, 8807100308, 8807100309 LIES WITHIN THE RIGHT OF WAY OF 28TH AVE. NOT SHOWN
 - Ⓢ ENCROACHMENT AGREEMENT FOR EXISTING BUILDING, 9801880763, BUILDING REMOVED, NOT SHOWN.
 - Ⓢ 20' SANITARY SEWER EASEMENT 9811000463, SHOWN.
 - Ⓢ 15' EASEMENT FOR PUEB POWER 9904000368, SHOWN.
 - Ⓢ STATUTORY WARRANTY DEED 9904080705 FOR "ACCESS RIGHTS ONLY" TO PROPERTY, NOT SHOWN.
 - Ⓢ POSSESSION AND USE AGREEMENT 201208240623, SHOWN.
 - Ⓢ RESTRICTIVE COVENANT LIMITING USES BY COMPETITORS 9904080706, NOT SHOWN.
 - Ⓢ EASEMENT FOR DRIFTERS AND HERES 9904080707, BLANKET IN NATURE OVER ALL 3 PARCELS, NOT SHOWN.
 - Ⓢ APN'S 201402050400 AND 201402050405, ASSUMPTION OF POSSESSION AND USE AGREEMENT 201208240623 BY FALK DEVELOPMENT INC. NOT SHOWN.
 - Ⓢ APN 201404230001, ALTA/ACSN LAND TITLE SURVEY BY THIS SURVEYOR.

AZURE GREEN
 CONSULTANTS
 +feasibility +planning +engineering +surveying

439 East Pioneer, Suite A - Puyallup, WA 98372 phone 253.770.3144 fax 253.770.3142

JOB NO. 2155

NAME FALK DEVELOPMENT INC.

DRAWN TG

CHECKED BY: JLL AM

REVISIONS

1) 06/02/2017

2) 06/07/2017

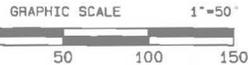
3) 07/31/2017

4)



FALK DEVELOPMENT INC.
 CITY OF MILTON SHORT PLAT

SHEET 1 OF 3



CITY OF MILTON SHORT PLAT

LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 04
TOWNSHIP 20 N, RANGE 4 E, WILLAMETTE MERIDIAN
CITY OF MILTON, PIERCE COUNTY, WASHINGTON

ZONING

CITY OF MILTON "B"
(BUSINESS DISTRICT)

FEMA FLOOD ZONE "C"
AREAS OF MINIMAL FLOODING

NEW LOTS EXHIBIT

FALK DEVELOPMENT INC.
TAX PARCEL
0420041170
624 MERIDIAN AVE E
TOTAL LOT AREA
258,069 SQ FT (5.83 ACRES)
AREA WITHIN POSSESSION
AND USE AGREEMENT 4,733 SQ FT

SURVEYORS NOTES

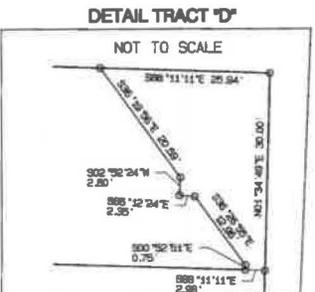
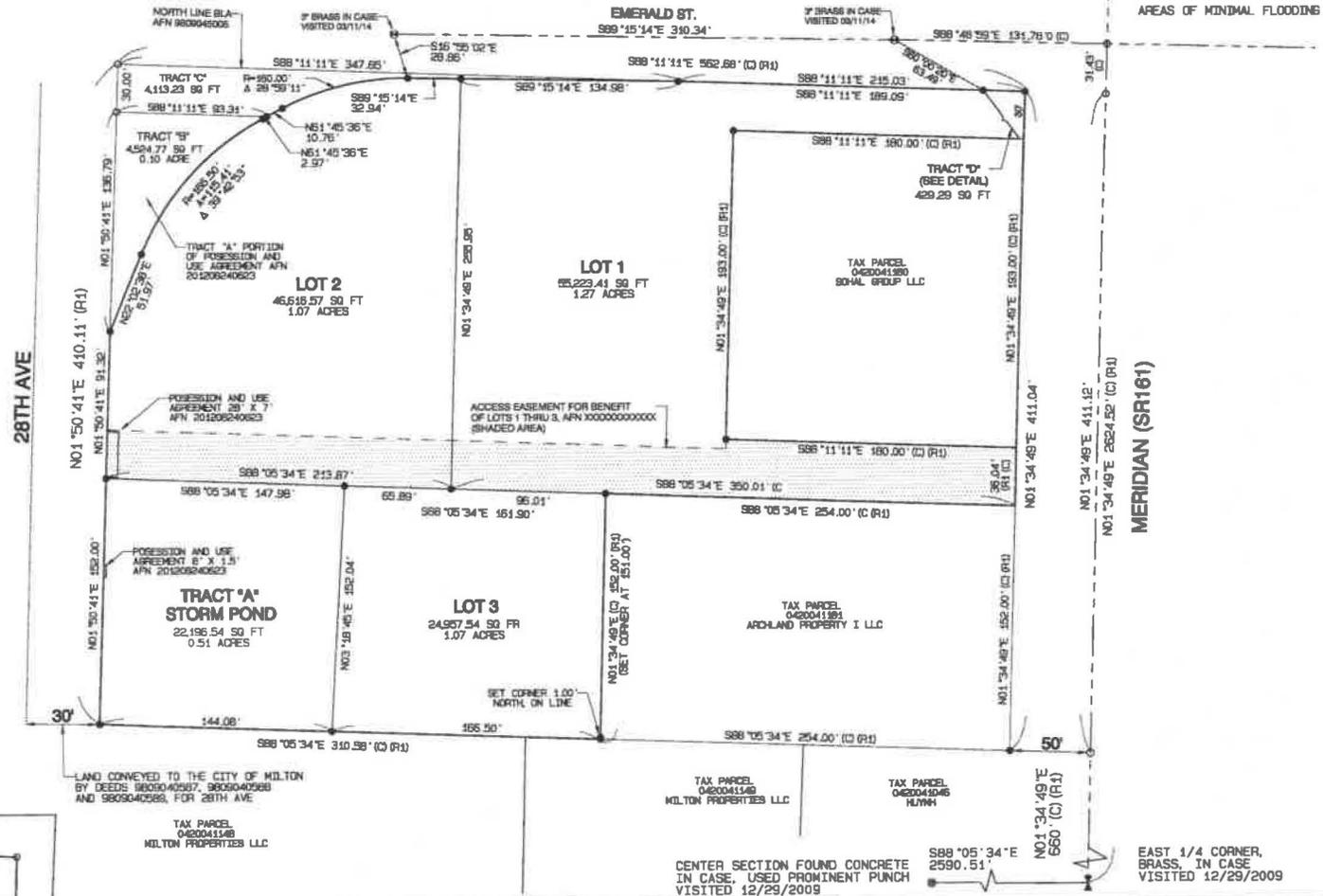
1. BASIS OF BEARING: WASHINGTON STATE SOUTH ZONE 4501, BETWEEN THE EAST QUARTER CORNER SECTION 4 AND THE CENTER OF SECTION 4.
2. THE METHOD OF MONUMENT LOCATION WAS BY FIELD TRAVERSE, AND GPS OBSERVATION THE INSTRUMENTS USED WERE A TRIMBLE S-6 TOTAL STATION AND A TRIMBLE R-8 GNSS RECEIVER.
3. THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE SURVEY RECORDING ACT CHAPTER 59.09 RCW AND 332-130 MAC
4. ADDITIONAL REFERENCES:
FIRST AMERICAN TITLE INSURANCE GUARANTEE NO. 2816778
RECORD OF SURVEY ALTA/ACSM AFN 201404295001 BY THIS SURVEYOR

LEGEND

- MONUMENT CALC OR AS NOTED \times \bullet
- SET REBAR AND CAP OR NAIL WITH SHINER \bullet
- CALCULATED CORNER \circ
- BLA AFN 9809045005 (R1)

TRACT USE / OWNERSHIP

- TRACT "A" - STORM POND TO BE RETAINED BY FALK DEVELOPMENT INC.
- TRACT "B" - PORTION OF POSSESSION AND USE AGREEMENT AFN 201208240623 TO BE DECEDED TO THE CITY OF MILTON AFTER THE RECORDING OF THIS SHORT PLAT.
- TRACT "C" - PORTION OF BOUNDARY LINE ADJUSTMENT AFN 9809045005 TO BE DECEDED TO THE CITY OF MILTON AFTER THE RECORDING OF THIS SHORT PLAT.
- TRACT "D" - TO BE RETAINED BY FALK DEVELOPMENT INC.



AZURE GREEN
CONSULTANTS
feasibility + planning + engineering + surveying
409 East Pioneer, Suite A - Puyallup, WA 98372 phone 253.770.3144 fax 253.770.3142



CITY OF MILTON SHORT PLAT	SHEET 2 OF 3
FOR: FALK DEVELOPMENT	
DRAWN BY: TG	CHECKED: JJ
SCALE: 1 INCH = 50 FEET	
JOB NO: 2155	
DATE: 06/07/2017	



CITY OF MILTON SHORT PLAT

LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 04
TOWNSHIP 20 N, RANGE 4 E, WILLAMETTE MERIDIAN
CITY OF MILTON, PIERCE COUNTY, WASHINGTON
EXISTING CONDITIONS EXHIBIT

ZONING

CITY OF MILTON 'B'
(BUSINESS DISTRICT)

FEMA FLOOD ZONE 'C'
AREAS OF MINIMAL FLOODING

SURVEYOR'S NOTES

1. BASIS OF BEARING: WASHINGTON STATE SOUTH ZONE 4601, BETWEEN THE EAST QUARTER CORNER SECTION 4 AND THE CENTER OF SECTION 4.
2. THE METHOD OF MONUMENT LOCATION WAS BY FIELD TRAVERSE, AND GPS OBSERVATION. THE INSTRUMENTS USED WERE A TRIMBLE S-6 TOTAL STATION AND A TRIMBLE R-8 GNSS RECEIVER.
3. THIS SURVEY COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE SURVEY RECORDING ACT CHAPTER 59.09 RCW AND 332-130 WAC.
4. ADDITIONAL REFERENCES:
FIRST AMERICAN TITLE INSURANCE GUARANTEE NO. 2816778
RECORD OF SURVEY ALTA/ACSM AFN 201404295001 BY THIS SURVEYOR

LEGEND

MONUMENT CALC OR AS NOTED X * ●

SET REBAR AND CAP OR NAIL WITH SHINER ●

CALCULATED CORNER ○

BLA AFN 9809045005 (R1)

FIRE HYDRANT ◊

CATCH BASIN ◻

STORM MANHOLE ⊕

SEWER MANHOLE ⊙

SEWER CLEANOUT ●

WATER METER ◻

WATER VALVE ▲

POWER POLE ○

LIGHT STANDARD LS *

LIGHT POWER BOX LB ◻

POWER VALLT PV

TRAFFIC SIGNAL TS

TRAFFIC SIGNAL POWER TSP

PEDESTRIAN SIGNAL PD

TOP BACK CURB TBC

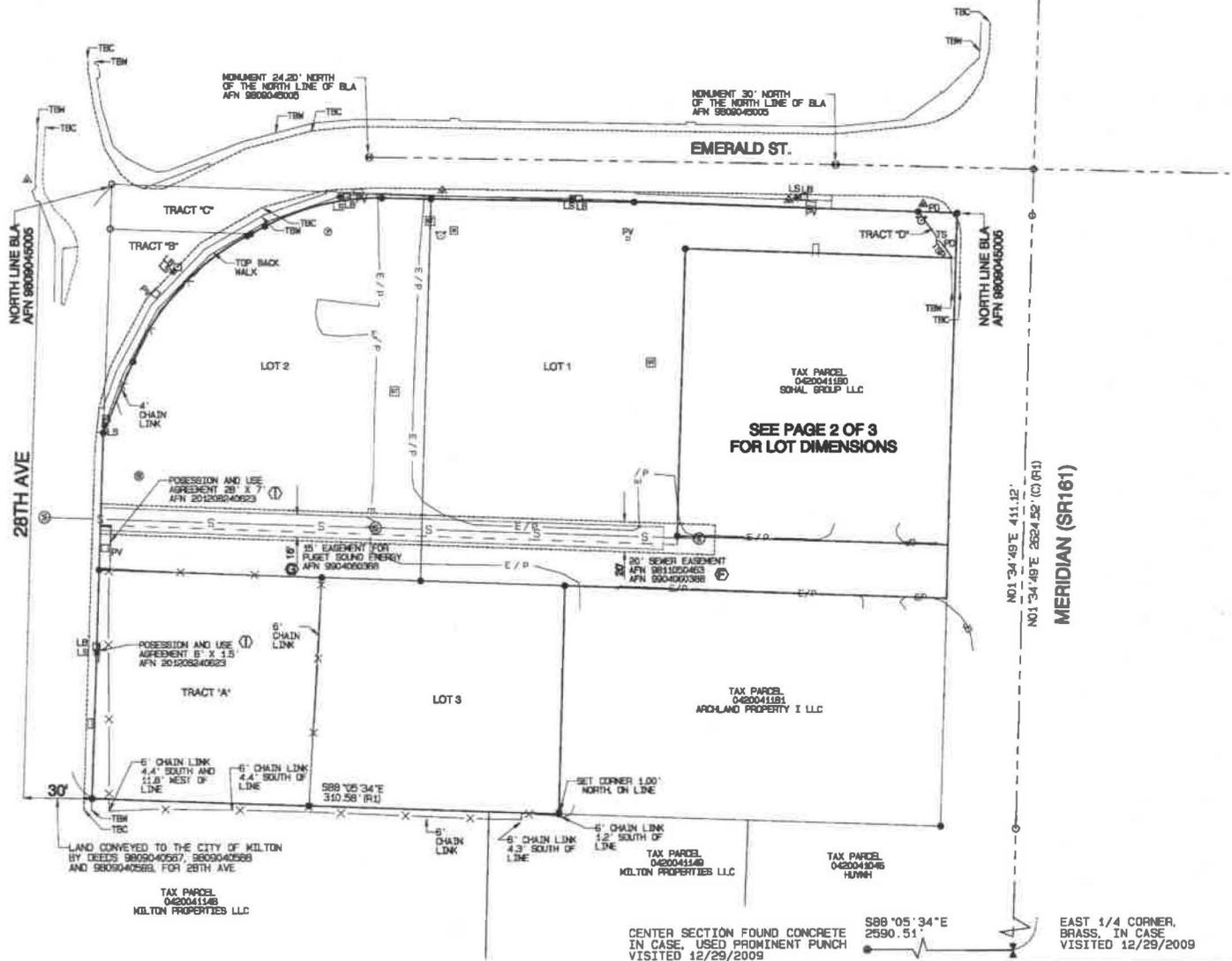
TOP BACK WALK TBW

FENCE AS NOTED -X-X-

STORM LINE -S-

SEWER LINE -S-

EDGE OF PAVEMENT -E/P-



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409 East Pioneer, Suite A - Puyallup, WA 98372 phone: 253.770.3144 fax: 253.770.3142



CITY OF MILTON SHORT PLAT	SHEET 3 OF 3
FOR: FALK DEVELOPMENT	
DRAWN BY: TG	
CHECKED: JJ	
SCALE: 1 INCH = 50 FEET	
JOB NO: 2155	
DATE: 06/07/2017	