

	City Council Study Session PWCD SFA August 10, 2020 - 5:30 PM Virtual AGENDA Watch the meeting LIVE! Watch the meeting video Meeting videos are not available until 72 hours after the meeting has concluded.
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I. CALL TO ORDER

II. Virtual Participation Link

A. Virtual Participation Link

The Auburn City Council Study Session Meeting scheduled for Monday, August 10, 2020 at 5:30 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time.

City of Auburn Resolution No. 5533, designates City of Auburn meeting locations for all Council, Board and Commission meetings as virtual. All meetings will be held virtually and telephonically until King County enters into Phase 3 of Governor Inslee's Safe Start — Washington's Phased Reopening plan.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/97332382406>

Or join by phone:

253 215 8782
877 853 5257 (Toll Free)

Webinar ID: 973 3238 2406

B. Roll Call

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6784 (Comeau)(10 Minutes)

An Ordinance repealing Chapter 9.08 of the Auburn City Code (ACC), relating to aggressive begging

IV. PUBLIC WORKS AND COMMUNITY DEVELOPMENT DISCUSSION ITEMS

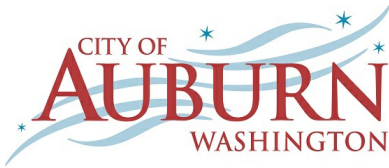
- A. Capital Projects Status Report and Feature Project (Gaub)(15 Minutes)
- B. Discuss Hudson Payback Agreements (Ordinances 6770, 6771 and 6772) (Gaub)(15 Minutes)

V. OTHER DISCUSSION ITEMS

VI. NEW BUSINESS

VII. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6784 (Comeau)(10 Minutes)

Department:

City Attorney

Attachments:

[ORD 6784](#)

Date:

August 5, 2020

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

Chapter 9.08 of the Auburn City Code makes certain conduct associated with aggressive begging (intimidation, deceptive practices and impeding traffic) a misdemeanor. However, the Washington State Supreme Court recently ruled in *City v. Willis*, 86 Wn.2d 210, 375 P.3d 1056 (2016), that similar provisions in another Western Washington's municipal code prohibiting begging at freeway ramps and other major intersections were facially overbroad.

In light of the *City v. Willis* decision, and after reviewing its own code, the City Attorney's Office has determined that the police and prosecutor can address more egregious conduct through other codes, and it is appropriate to repeal Chapter 9.08 ACC.

Reviewed by Council Committees:**Councilmember:****Staff:**

Comeau

Meeting Date: August 10, 2020

Item Number:

ORDINANCE NO. 6784

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF AUBURN, WASHINGTON, REPEALING
CHAPTER 9.08 OF THE AUBURN CITY CODE
(ACC), RELATING TO AGGRESSIVE BEGGING.

WHEREAS, Auburn City Code (ACC), specifically Chapter 9.08 ACC, contains language making certain conduct associated with aggressive begging – intimidation, deceptive practices and impeding traffic – a misdemeanor and provides for penalties for violations thereof; and

WHEREAS, in connection with similar code provisions in another Western Washington city, the State Supreme Court ruled, in *City v. Willis*, 86 Wn.2d 210, 375 P.3d 1056 (2016), that provisions of that city’s disorderly conduct ordinance - prohibiting begging at freeway ramps and at major intersections - were facially overbroad; and

WHEREAS, since *City v. Willis*, the Auburn Prosecutors and Police have assessed how this court decision could affect conduct falling within the parameters of the City of Auburn, and Auburn Prosecutors and Police believe that notwithstanding the limitations that would stem from the *City v. Willis* decision, the Prosecutors and Police can address the more egregious conduct that falls within Chapter 9.08 of the City Code through other codes; and

WHEREAS, in light of the *City v. Willis* decision and the strategies able to be employed by City Prosecutors and Police, it is appropriate to repeal the provisions of Chapter 9.08 ACC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
WASHINGTON, DO ORDAIN as follows:

Section 1. Repeal of Chapter in City Code. Chapter 9.08 ACC is repealed.

Section 2. Implementation. The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

Section 3. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Published: _____

CITY CODE TEXT BEING REPEALED

Chapter 9.08 AGGRESSIVE BEGGING

Sections:

9.08.010 Aggressive begging.

9.08.010 Aggressive begging.

A. It is unlawful for any person to engage in aggressive begging in any public place in the city, as those terms are defined by this section.

B. As used in this section:

1. "Aggressive begging" shall mean: (a) begging with intent to intimidate another person into giving money or goods; (b) begging with use of false, misleading information; (c) begging with or involving activities that are unsafe or dangerous to any person or property, or begging at locations or in a manner that threatens the safety of persons or property, or that impedes or threatens to impede pedestrian or vehicular traffic; (d) begging in a manner that exploits children; or (e) willfully providing or delivering, or attempting to provide or deliver, unrequested or unsolicited services or products with a demand or exertion of pressure for payment in return.

2. "Begging" shall mean asking for money or goods as a charity, whether by words, bodily gestures, signs or other means.

3. "To intimidate" shall mean to coerce or frighten into submission or obedience, or to engage in conduct which would make a reasonable person fearful or feel compelled.

4. "Public place" shall mean: (a) any public road, alley, lane, parking area, sidewalk, or other publicly owned building, facility or structure; (b) any public playground, school ground, recreation ground, park, parkway, park drive, park path or right-of-way open to the use of the public; or (c) any privately owned property adapted to and fitted for vehicular or pedestrian travel that is in common use by the public with the consent, expressed or implied, of the owner or owners.

5. "Exploit" shall mean using in an unethical, selfish or abusive manner or in any other manner that gives an unfair advantage.

6. "Impeding or threatening to impede pedestrian or vehicular traffic" includes, but is not limited to:

a. Any begging activity that causes or is likely to cause either the person begging or the person being contacted by the person begging to enter a roadway lane of traffic on foot, other than in a marked crosswalk;

b. Any begging activity that occurs at an intersection controlled by lighted traffic signals, where that activity is between or involves a person or persons located in a sidewalk or along a public roadway and a person or persons in or on a vehicle traveling on a public roadway;

c. Any begging activity that causes or is likely to cause vehicles to stop at locations or times where/when disruptive to or not consistent with the flow of traffic.

C. Violation of this section shall be a misdemeanor, punishable by a fine up to \$1,000 or by a jail sentence of up to 90 days, or by both such fine and jail time. (Ord. 6200 § 1, 2008; Ord. 5918 § 1, 2005; Ord. 5682 § 1, 2002.)



AGENDA BILL APPROVAL FORM

Agenda Subject:

Capital Projects Status Report and Feature Project (Gaub)(15 Minutes)

Date:

July 29, 2020

Department:

Public Works

Attachments:

[Presentation](#)

[Capital Project Status Report](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

The purpose of this discussion is to inform the Council and Public of the overall status of the City's Capital Project program managed by the Engineering Services Division of Public Works and to present the 2020 second quarter feature capital project, the Auburn Citywide LED Retrofits and Controls (Project No. CP1920). This Project will install new energy efficient LED streetlights and controls on City owned street lights. Construction of this project is anticipated to start in August 2020 and be complete in November 2020.

The Capital Project Group of Engineering Services is currently managing 39 projects, totaling approximately \$69 million in total project costs.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: August 10, 2020

Item Number:

ENGINEERING SERVICES

CAPITAL PROJECT STATUS REPORT & FEATURE PROJECT

**RYAN VONDRAK & SCOTT NUTTER
CITY COUNCIL STUDY SESSION
AUGUST 10, 2020**

Public Works Department
Engineering Services • Airport Services • Maintenance & Operations Services

AUBURN
VALUES

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C H A R A C T E R
S U S T A I N A B I L I T Y
W E L L N E S S
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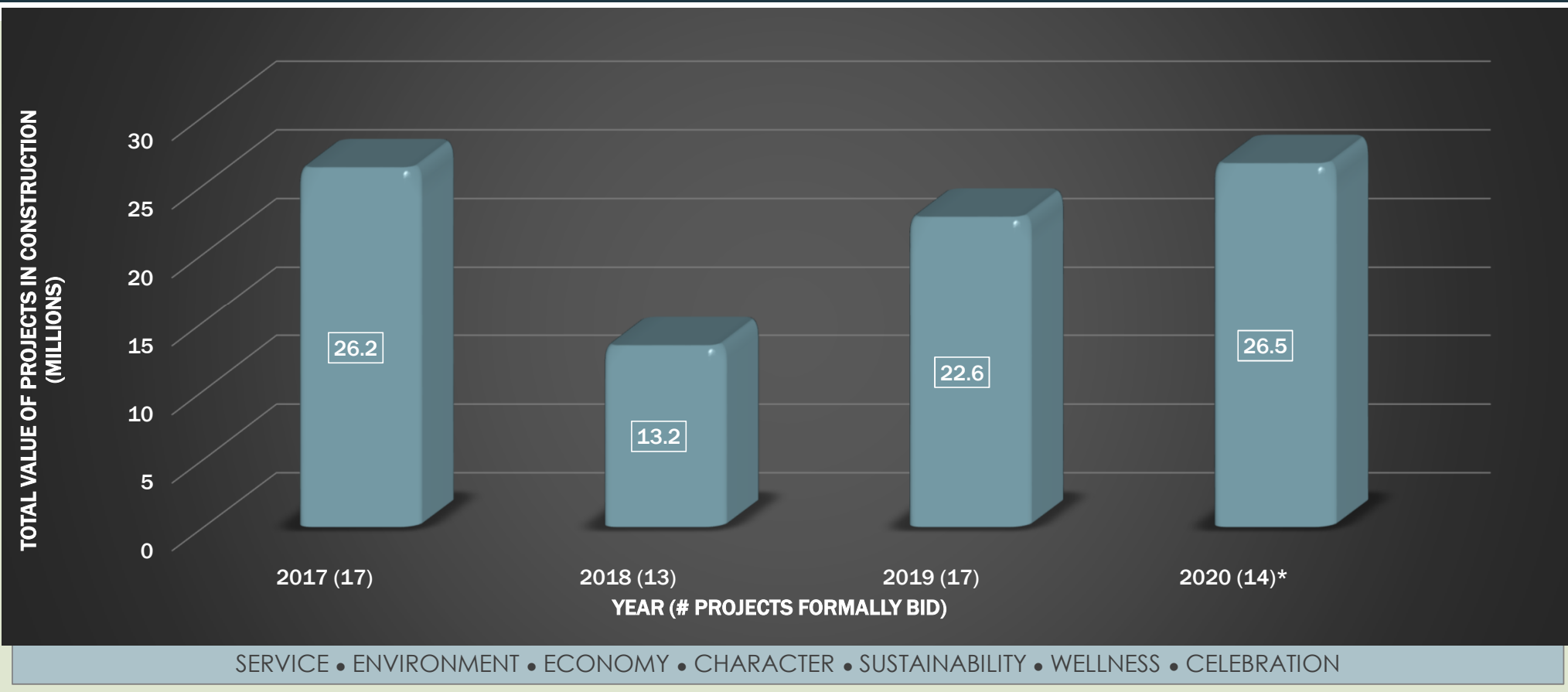
CAPITAL PROJECTS – CURRENT STATUS

39 Active Capital Projects (Approximate total project value \$69 million)

- **22 are in Design (Approximate total project value \$34.5 million)**
- **17 are in construction (Approximate total project value \$34.5 million)**

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CAPITAL PROJECTS – ADVERTISED FOR CONSTRUCTION



UPCOMING CONSTRUCTION PROJECTS

- CP2023 – 2020 Crack Seal (Page 14 of 14 in CPS)
– September 2020



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PROJECT PRIORITIZATION

- How do we decide which projects we move forward with each year?
- Needs Identified in Comprehensive Plan
- Capital Facilities Plan (CFP) identifies projects that can be funded in 6-years
- 2-year Budget Developed
- Budget Amendments and In-Fund Transfers

FEATURE CAPITAL PROJECT: CITYWIDE STREETLIGHT LED COVERNSION

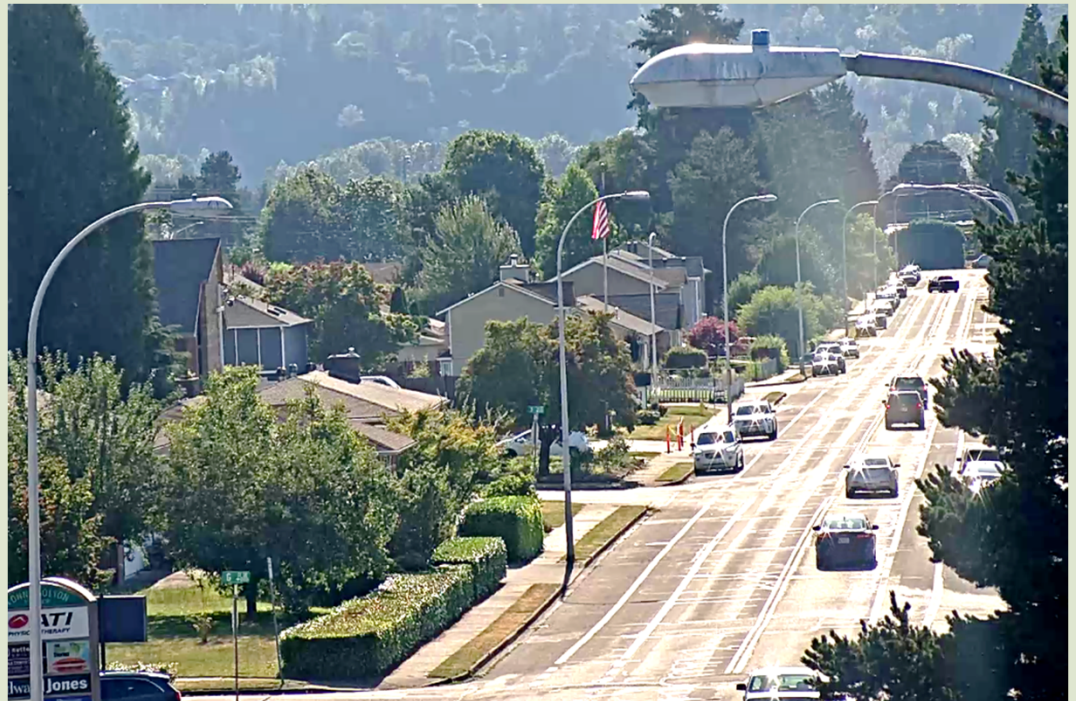
Public Works Department
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PROJECT SCOPE

- Convert City owned cobra-head style street lights to LED
- Add smart lighting controls
- 2,849 cobra head style lights



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PROJECT SCOPE

■ Not included in scope:

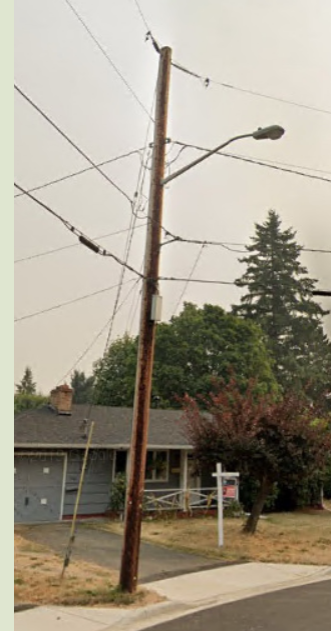
Downtown Decorative



Residential Decorative



Non-City Owned



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PURPOSE

■ Help the Environment

- Consistent with Greenhouse Gas Reduction Ordinance 4417 Adopted in 2009
- Reduced power consumption by 2 million kWh+ per year
- LED lights are free of mercury and other toxic substances
- Fixtures are 100% recyclable.

■ Reduce General Fund Expenditures

- Reduced electric power bill approx. \$150k per year
- Reduced maintenance costs approx. \$40k per year

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PURPOSE

■ Improve Lighting and Service

- Provide better visibility for drivers and pedestrians
- Reduce light pollution and improve efficiency of the fixtures
- Controls allow faster replacement and remote adjustments



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PROJECT BUDGET

- Project Cost = \$2.7M
- \$500k grant from Department of Commerce (Energy Efficiency)
- \$350k from Puget Sound Energy rebates.
- \$1.85M from by City funds sourced from real estate excise tax (REET) revenues.



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SCHEDULE



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Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1416	F St SE Non-Motorized Improvements This project will reconstruct F St SE from 4th St SE to Auburn Way South, including adding new sidewalks, curb and gutter, bike lanes, wayfinding signage, street lighting, streetscape elements, and safety improvements, and will include bike boulevard components. Some ROW acquisition is necessary. Some sections of water and sewer lines will be replaced on F St SE between 4th St SE and Auburn Way S.	\$4,250,387 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 21	Seth Wickstrom	Construction of new sewer main underway.
CP1516	Auburn Municipal Airport Runway Enhancements The purpose of the project is to improve safety and the ability to accommodate the current and forecast fleet of multi-engine piston aircraft for both takeoff and accelerate-stop distances at the Auburn Municipal Airport by extending both ends of Runway 16/34 to a total length of 3,841 feet of runway.	\$4,225,175 (Includes Federal & State Grant Funds)	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 20	Seth Wickstrom	Runway extension work complete on both ends of the runway. Additional striping work remains.
CP1726	2019 Local Street Reconstruction Reconstruct selected streets that are in very poor condition, as well as improve utilities, and rebuild curb ramps to meet ADA standards. The individual improvements at each project site varies, but may include storm drainage and water improvements. Improvements are proposed at the following streets: 4th St NE (R St to 4th PI NE), 4th PI NE, M St SE (25th St SE to 28th St SE), 28th St SE (M St SE to R St SE), O St SE, Pike St SE	\$4,974,633	QTR 2 (APR-JUN) 19	QTR 2 (APR-JUN) 20	Kim Truong	Final Pay was processed on June 24, 2020. Project closeout is underway.

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1812	Sewer Pump Station Electrical Improvements The purpose of this project is to update the electrical systems at sewer pump stations throughout the City to meet current electrical code, improve safety and increase the efficiency of maintenance.	\$1,280,000	QTR 3 (JUL-SEP) 20	QTR 2 (APR-JUN) 21	Jeffrey Bender	Bids were opened on July 7, 2020 and the contract was awarded to Source Electric on July 17, 2020. A Pre-construction meeting is scheduled for August 6, 2020.
CP1807	Water Meter Vaults and Lids Replacement Replace 8 large water meter vaults and 1 large water meter vault lid.	\$1,260,000	QTR 1 (JAN-MAR) 20	QTR 3 (JUL-SEP) 20	Seth Wickstrom	Construction work is nearly complete. Only minor punchlist work remains.
CP1819	A Street SE Preservation The project will grind, repair, and overlay the roadway; upgrade non-ADA compliant curb ramps; replace traffic loops; upgrade pedestrian signal infrastructure as needed to meet ADA standards; and replace the water main and applicable appurtenances along the A St. SE corridor between East Main St. and 17th St. SE. The project will restore 4.77 lane miles (0.95 CL Miles) of roadway, upgrade up to 42 curb ramps, and replace approximately 1,000 feet of water main.	\$3,001,200 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 19	QTR 3 (JUL-SEP) 20	Kim Truong	Substantial Completion was granted on June 19, 2020. WSDOT final inspection is complete. Contractor is completing final punch list items. Anticipate issuing Physical Completion in August 2020.

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1903	Auburn Way North Preservation Phase 2 This project will grind and overlay Auburn Way N from approximately 8th Street NE to 22nd Street NE, remove unused driveways, and upgrade curb ramps and pedestrian signals as needed to meet ADA requirements.	\$1,631,206 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 4 (OCT-DEC) 20	Luis Barba	Contractor is currently working on installing underground utilities towards the south end of the project limits. This project is combined with CP1904 for construction.
CP1904	Auburn Way North Preservation Phase 3 This project will grind and overlay Auburn N from approximately 4th Street SE to 8th Street NE, remove unused driveways, and upgrade all curb ramps and pedestrian signals to meet ADA requirements.	\$2,465,339 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 20	QTR 4 (OCT-DEC) 20	Luis Barba	Contractor is currently working on installing underground utilities towards the south end of the project limits. This project is combined with CP1903 for construction.
CP1618	Lake Tapps Parkway ITS Expansion Project Construction of new Intelligent Transportation System (ITS) infrastructure along Lake Tapps Parkway and A St SE. New infrastructure includes new communication lines, Variable Message Sign, ITS PTZ cameras, network upgrades, wireless connections, an interconnection with Sumner at 8th St E, & weather stations at Lakeland hills. The project will also replace some aerial copper communication lines along A St SE.	\$1,130,000 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Jai Carter	Bids were opened on July 14, 2020. Apparent low bidder was Mill Plain Electric. City staff is performing reference checks and other verification to determine if the apparent low bidder meets the responsible bidding criteria.

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1901	AWS - Poplar Curve Safety Improvements This Project will design and construct safety improvements in the vicinity of the Poplar Street curve along Auburn Way S. The specific elements of the project will install LED street lights, a speed-activated curve ahead warning sign, high friction surface treatment, guardrail, and reconstruct curb radii and driveways.	\$338,200 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Jeffrey Bender	The contract was awarded to NW Cascade on July 6, 2020. The pre-construction meeting was held on July 28, 2020. It is anticipated that construction will begin in August 2020.
CP1917	Deduct Meter Replacement, Phase 1 This Project will replace 57 of the 184 deduct meters within the City limits, including replacing related piping and restoration.	\$500,000	QTR 1 (JAN-MAR) 20	QTR 3 (JUL-SEP) 20	Jeffrey Bender	The contractor has completed the installation of the water services at all of the sites and is currently working on final paving and sidewalk restoration.
CP1912	15th Street NW Dynamic Message Sign Construct a new dynamic message sign on the shoulder of eastbound 15th Street NW between C St NW and SR 167. Connect existing traffic signals at W Valley Hwy, C St NW, A St NE, and D St NE to existing City fiber system.	\$406,820	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 21	Seth Wickstrom	The contract was awarded to West Coast Signal on July 10, 2020. The Preconstruction meeting was held on July 29, 2020. Work to connect the traffic signals within the project limits to the existing City fiber system is anticipated in August 2020. Installation of the Dynamic Message Sign is anticipated in January 2021.

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1929	Lea Hill AC Main Replacement Project The project purpose is to replace approximately 5,685 LF of 4" to 8" existing asbestos cement (AC) water mains with 8" or 12" ductile iron pipe (DIP) water mains and associated gate valves, fire hydrants, water meters, service lines and other appurtenances in the City's Lea Hill Service Area.	\$3,248,000	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Jai Carter	The contract was awarded to Rodarte Construction on July 6, 2020. The preconstruction meeting was held on July 21, 2020. Construction is anticipated to begin on August 10, 2020.
CP1926	2020 Arterial Street Preservation (15th St NW) Replace the pavement and replace and up-size of the existing 8" cast iron water main to a 16" ductile iron water main on 15th Street NW from R Street NW to West Valley Highway. The project will also grind and overlay of 15th Street NW from West Valley Highway to SR 167.	\$1,783,400	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 20	Seth Wickstrom	The construction contract has been suspended while waiting for the State Department of Ecology (DoE) to issue the Construction Stormwater Permit. The DoE has informed the City that these types of permits have been taking longer than usual to process due to furloughs and other workload issues.
CP1826	Mountain View Cemetery Paving This project will design and construct roadway/pavement improvements at Mountain View Cemetery.	\$355,000	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 20	Jai Carter	Construction of the cemetery access roads has been completed. Concrete work has been completed in Peasley Ridge Development, and pavement repair and overlay work to commence Week of August 3, 2020 The construction contract is combined with CP1925.

Project Status: CONSTRUCTION

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1925	2020 Local Street Reconstruction and Preservation The main purpose of this project is to improve the condition of the City's local streets. The project will design and construct the following: full-depth roadway replacement, grind/overlay, and curb ramp upgrades. The project construction contract is also anticipated to include re-application of thermoplastic markings throughout the City and preservation of pavement in Mountain View Cemetery (tracked as project CP1826).	\$2,575,000	QTR 2 (APR-JUN) 20	QTR 3 (JUL-SEP) 20	Jai Carter	Construction of the cemetery access roads has been completed. Concrete work has been completed in Peasley Ridge Development, and pavement repair and overlay work to commence Week of August 3, 2020. The construction contract is combined with CP1826.
CP2014	City Hall Sewer Wet Well Pump Replacement This project will briefly evaluate the existing pump station to determine the pump sizing requirements and the extent of what needs to be replaced and replace the equipment based on the evaluation and recommendations.	\$40,000	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Jeffrey Bender	Construction contract work resumed on July 27, 2020.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1603	Coal Creek Springs Transmission Main Repair The project will construct a second, parallel transmission pipeline over the White River suspended from a new pedestrian bridge, inspect the existing steel transmission main for possible leaks and repair the leaks, if any.	\$636,522	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 22	Seth Wickstrom	Environmental permitting is underway. City is currently working on floodplain modeling, permitting, and 90% design submittal. Construction funding for the project is not yet secured. The City anticipates applying for a Drinking Water State Revolving Fund Loan and a Parks Grant to supplement City funds to cover the construction costs.
CP1724	37th St NW Flood Control The purpose of the project is to alleviate significant annual flooding at the 1000 block of 37th St NW of Auburn, Washington, by upgrading the drainage system with a box culvert.	\$291,000	TBD	TBD	Luis Barba	Completing storm modeling in support of the design effort. Coordinating with Ecology, Army Corps, MIT, and PSE regarding environmental concerns and permitting requirements.
MS1811	Auburn Airport Runway Extension - Property Acquisition Phase Acquire a portion of the King County Park & Ride as part of the Auburn Airport Runway Enhancement Project (Project Number CP1516).	\$555,600 (Includes Federal Grant Funds)			Seth Wickstrom	Working on short plat and purchase and sale agreement for sale of property.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1806	Lea Hill Road Corridor Study The purpose of the project is to evaluate the Lea Hill Road Corridor from M St. NE to 124th Ave SE to identify potential safety, capacity, and operational improvements. The study may also include analysis of a future roadway connection from 102nd Ave SE to 104th Ave SE and closing off 102nd Ave SE at SE 320th St. to create a cul-de-sac.	\$230,000			Kim Truong	The study report has been finalized and published on the City's webpage. For more information about the project and to see the final report, visit www.auburnwa.gov/leahillcorridor
CP1916	Academy Pump Station 1 Replacement Replacement of Pump Station 1, Improvements to Pump Station 2, Replacement of backup power systems, replacement/installation of underground water main.	\$4,352,479	QTR 4 (OCT-DEC) 20	QTR 1 (JAN-MAR) 22	Jeffrey Bender	Review of the 60% design submittal was completed on July 16, 2020. The design team is working on the addressing review comments and the 90% design submittal.
CP1622	Auburn Way South Improvements - Hemlock to Poplar Roadway widening to create a five-lane cross section with two general purpose travel lanes in each direction, and a two-way center left-turn lane. A new traffic signal is proposed near the Noble Court intersection to support access to Chinook Elementary School. Additionally, curb and gutter, 10 foot sidewalks, illumination, transit stop improvements, storm water improvements, water main extension, and access management (where feasible) with accommodation for U-turns are proposed.	\$1,500,000 (Includes Federal Grant Funds)	QTR 1 (JAN-MAR) 22	QTR 4 (OCT-DEC) 23	Jeffrey Bender	The consultant design team is working with City Staff to develop the access management design concept. Construction funding has not been secured. The City will apply for grants where available.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1902	2020 Pedestrian Safety, Sidewalk and ADA Improvement Project Improves pedestrian accessibility & safety throughout the City. Numerous sites throughout the City where sidewalks are in need of repair or improvement, curb ramps are missing or need to be improved, and where pedestrian crosswalk improvements are desired. Sites were identified based on input from citizens, M&O, and other City Departments. Priority was given to sites that serve low-income, elderly, and disabled populations, school walking routes, and high volumes of general pedestrian traffic.	\$851,216 (Includes Federal Grant Funds)	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Jeffrey Bender	City design team finalized the contract documents. The construction contract was advertised for bids on July 9, 2020. Bids were opened on July 23, 2020. Apparent low bidder was RW Scott construction. City staff is performing reference checks and other verification to determine if the apparent low bidder meets the responsible bidding criteria.
CP1927	Auburn Way N and 1st Street NE Signal Replacement This project will replace the existing traffic signal at Auburn Way North and 1st Street NE with a new traffic signal per the City of Auburn standards and the Downtown standards. The project also includes adding left turn pocket on 1st Street NE and flashing yellow arrows in all four directions.	\$1,231,513	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Matt Larson	City design team is working toward 60% design submittal.
CP2001	Deduct Meter Replacement, Phase 2 This Project will replace approximately 57 of the 128 remaining deduct meters within the City limits, including replacing related piping and restoration.	\$512,500	QTR 1 (JAN-MAR) 21	QTR 2 (APR-JUN) 21	Jeffrey Bender	City Survey group is researching easements. The design team is preparing to start working on the design documents. Coordination with individual property owners for access is underway.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP1920	Citywide LED and Streetlight Controls This project will retrofit existing City street lights with LED fixtures and street light controls for remote management.	\$2,700,000	QTR 2 (APR-JUN) 20	QTR 4 (OCT-DEC) 20	Scott Nutter	Grant funding agreement executed. Construction planning is underway.
CP1922	Lead Service Line Replacement Project The purpose of this project is to provide improvements to the City's water distribution system, and avoid any potential public health issues associated with existing lead gooseneck service line infrastructure. The project will replace approximately 7,100 linear feet of water main, approximately 190 water services, potentially reconstruct 13 street segments and upgrade associated drainage, curb & gutter, curb ramps; as well as grind and overlay 4 street segments.	\$4,855,000	QTR 1 (JAN-MAR) 21	QTR 4 (OCT-DEC) 21	Jai Carter	The consultant scope and fee negotiations are complete. Notice to Proceed with the design was granted on June 15, 2020 and the design kickoff meeting was held on June 25, 2020. Work towards a 30% design submittal is underway.
CP2012	M Street SE Sidewalk Improvements Project will design and construct missing sections of sidewalk along M Street SE between Auburn Way S and 8th St SE. The project scope includes installation of sidewalk, ADA curb ramps and street lighting.	\$749,542 (Includes State Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	Recently, the Design team had their 30% review meeting. Comments are being addressed and team is working towards 60% submittal. Anticipate 60% submittal September 2020.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP2003	2nd Street SE Preservation Project This Project will reconstruct the pavement on 2nd Street SE between A St SE and Auburn Way S. The project will also replace 450 feet of sewer main, construct new curb ramps, install new LED Street lighting, replace curb & gutter as needed, and upgrade drainage infrastructure as needed.	\$1,163,755 (Includes State Grant Funds)	QTR 1 (JAN-MAR) 21	QTR 4 (OCT-DEC) 21	Jai Carter	City design team is working towards 30% design submittal which is anticipated to be completed in August 2020. Private utility and King County Metro coordination is underway. Geotechnical consultant agreement in process.
CP2010	2021 Sewer Repair and Replacement Project This project plans to replace a total of approximately 2585 LF of 8"-10" diameter sewer line at 9 separate sites, and construct 10 spot repairs.	\$2,400,000	QTR 1 (JAN-MAR) 21	QTR 4 (OCT-DEC) 21	Jai Carter	Design underway for sites 1-19. Right of way acquisition process underway for site 6. Design team working toward 30% design submittal in August.
CP2011	Lakeland Hills Way Preservation Grind, patch, and overlay Lakeland Hills Way from 57th Drive SE to Lake Tapps Dr SE.	\$1,230,000	QTR 1 (JAN-MAR) 21	QTR 4 (OCT-DEC) 21	Seth Wickstrom	City design team is working toward 90% design submittal which is anticipated to be completed in August 2020.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP2018	S. 330th St and 46th Place S Storm Improvements Relocate existing storm system located on private property, into approximately 350 linear feet of new 24-inch storm pipe within the public right-of-way. Improvements will include replacing existing outfall structure and connections of private drainage pipes.	\$379,000	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	Survey has completed the basemap for this project. Design is underway. Anticipate to submit 30% plans for review in September 2020
CP2017	2021 Storm Renewal and Replacement Project The purpose of this project is to repair and replace storm system infrastructure throughout the City, at six different locations. Improvements will eliminate known drainage issues and reduce maintenance efforts.	\$1,100,000	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Luis Barba	Design survey is underway.
CP2019	2021 Local Street Reconstruction and Preservation This project will design and construct the following improvements: Site #1 (G St SE from E Main to 4th St SE) - Full depth pavement re-build; replace water main incl. water services; upgrade storm drainage system as needed; and upgrade curb ramps to meet ADA. Site #2 (Riverwalk/Forest Ridge) - Grind and overlay the roadway; replace water main incl. water services; upgrade storm drainage system on 24th Ave/St. SE; and upgrade curb ramps to meet ADA.	\$5,660,000	QTR 1 (JAN-MAR) 21	QTR 3 (JUL-SEP) 21	Kim Truong	Consultant design team is preparing 30% design submittal.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP2007	Lea Hill Rd Bridge Deck Preservation The project will grind and overlay the Lea Hill bridge deck in an effort to extend the overall service life of the bridge.	\$647,850 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Kim Truong	The grant funding obligation paperwork has been drafted and is being processed.
CP2006	3rd Street SW Bridge Decks Preservation The project will seal and overlay the 3rd Street SW bridge decks in an effort to extend the overall service life of the bridges.	\$673,540 (Includes Federal Grant Funds)	QTR 2 (APR-JUN) 21	QTR 3 (JUL-SEP) 21	Kim Truong	The grant funding obligation paperwork has been drafted and is being processed.
CP2009	Rainier Ridge Pump Station This project will replace the Rainier Ridge Sewer Pump Station and its associated force main (approximately 725 ft).	\$3,415,000	QTR 2 (APR-JUN) 22	QTR 4 (OCT-DEC) 22	Jai Carter	A Request for Proposals (RFP) is being prepared for advertising for consultant services on the project.

Project Status: DESIGN

Project Number	Project Name & Description	Current Budget	Construction Start	Construction Finish	Project Manager	Recent Progress
CP2023	2020 Crack Seal This project will implement maintenance of various classified streets by sealing newly formed cracks. Sealing the cracks will prolong the life of the pavement by stopping water from draining into the subbase of the pavement.	\$150,000	QTR 3 (JUL-SEP) 20	QTR 4 (OCT-DEC) 20	Seth Wickstrom	City design team is working toward 90% design submittal.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Discuss Hudson Payback Agreements (Ordinances 6770, 6771 and 6772) (Gaub)(15 Minutes)

Date:

August 3, 2020

Department:

Public Works

Attachments:

[Presentation](#)

[Payback Frequently Asked Questions \(FAQ\)](#)

[Ordinance 6770 - Sewer](#)

[Ordinance 6771 - Water](#)

[Ordinance 6772 - Street](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:

For discussion only.

Background Summary:

A developer, Hudson DCT, has constructed water, sewer, and traffic improvements with the development of their distribution center in the northwest area of the City. These improvements benefit other properties and are eligible for Payback Agreements. These three Agreements would provide for reimbursement to the developer when those benefited properties connect to, or benefit from, the water, sewer, or traffic improvements.

Pursuant to City code section 3.25.080, the City Council set a public hearing for September 8, 2020 to consider public comments on the Agreements. The City notified the benefited property owners by mail, giving property owners an opportunity to provide comments.

Staff will explain what a payback agreement is, how the benefited properties are affected, the improvements provided by Hudson DCT, and the terms of each Payback Agreement. Staff will also discuss the next steps for City Council review and approval of the Agreements.

Reviewed by Council Committees:

Councilmember: Brown

Staff:

Gaub

Meeting Date: August 10, 2020

Item Number:

ENGINEERING SERVICES

**ORDINANCE NOS. 6770,
6771 & 6772 – HUDSON
DCT PAYBACK
AGREEMENTS**

**SUSAN FENHAUS, BOB ELWELL, CECILE MALIK
CITY COUNCIL STUDY SESSION
AUGUST 10, 2020**

Public Works Department
Engineering Services • Airport Management • Maintenance & Operations

AUBURN
VALUES

S E R V I C E

E N V I R O N M E N T

E C O N O M Y

C H A R A C T E R

S U S T A I N A B I L I T Y

W E L L N E S S

C E L E B R A T I O N

WHAT IS A PAYBACK AGREEMENT?

- Developer constructs public facilities (water, sewer, storm, and/or streets)
- Facilities benefit properties besides the development
- Payback Agreement - between City and Developer
- City collects pro-rata payments from Benefited Properties as they connect or benefit within the payback period (20-year for Water & Sewer, 15-year period for Streets)
- City forwards payments to Developer

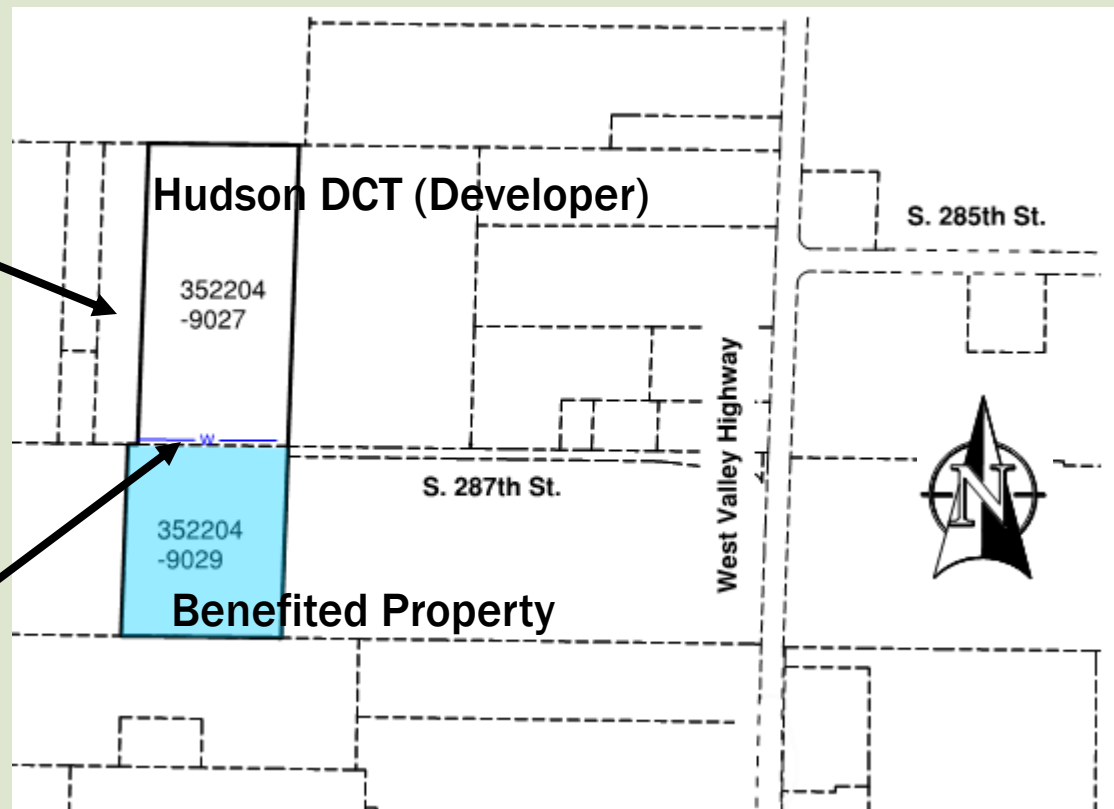


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WATER PUBLIC FACILITY EXTENSION BENEFITED PROPERTIES

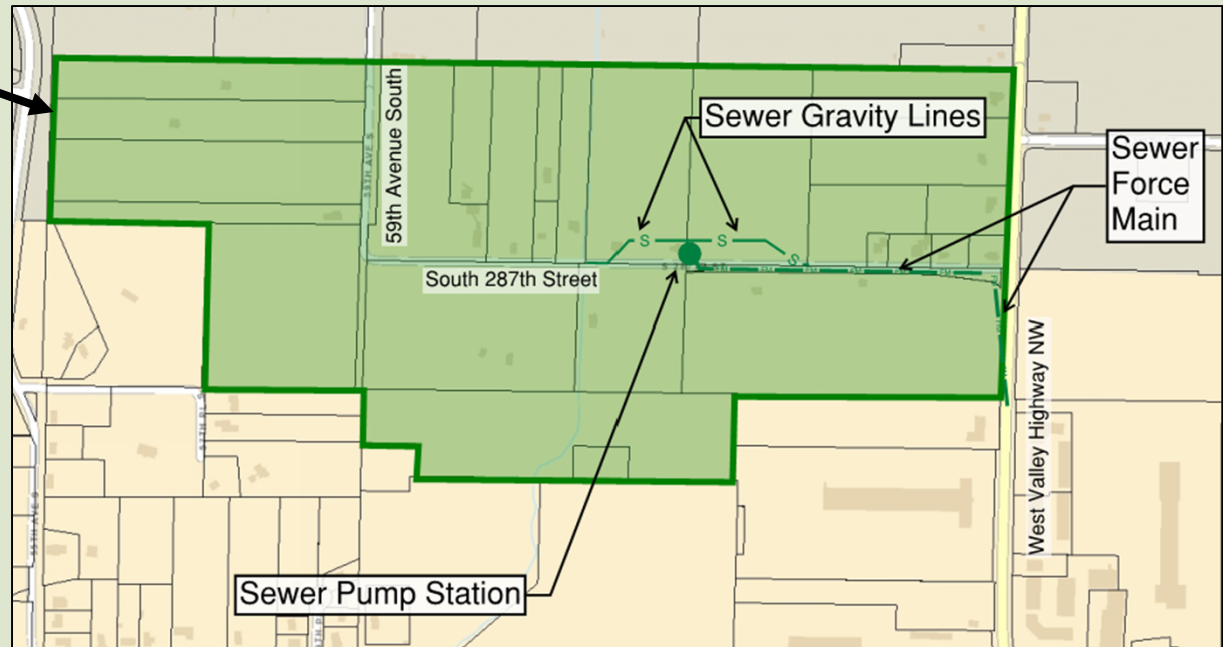
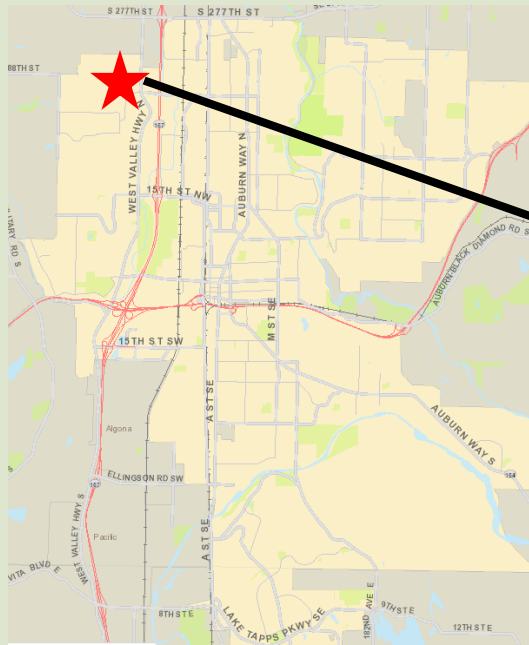


**New 12" Water
Main, Valves, &
Hydrants**



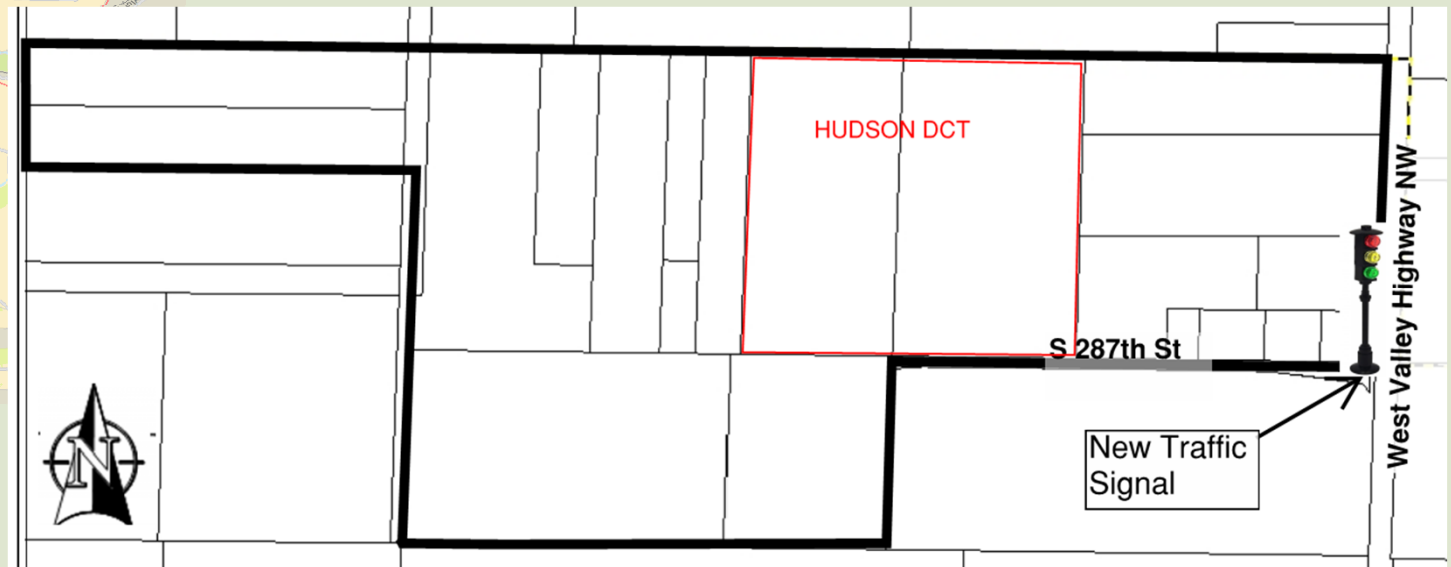
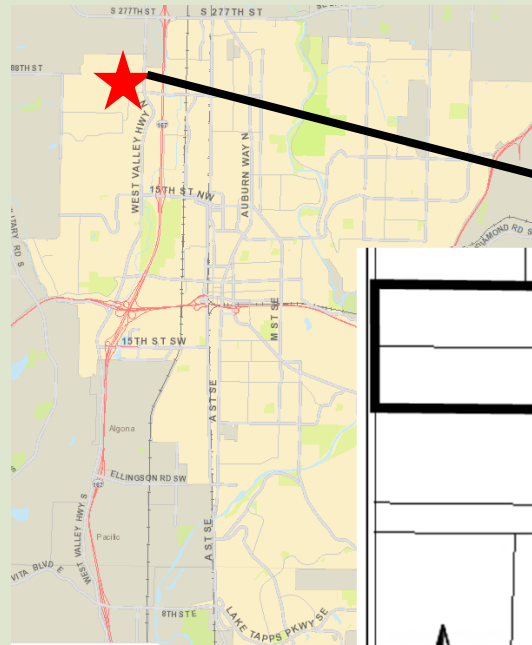
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SEWER PUBLIC FACILITY EXTENSION BENEFITED PROPERTIES



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STREET PUBLIC FACILITY EXTENSION BENEFITED PROPERTIES



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PAYBACK PROCESS

Developer	City
Submit payback application	Develop payback methodology ✓
Complete construction	Accept facilities for operation ✓
Submit project costs	Review costs and determine apportioned costs ✓
Prepare agreement and public notice documents ✓	
	Notify benefited properties ✓
	Hold public hearing
	Council approve agreement by ordinance
	Record agreement and incorporate into City permitting and mapping systems
	Collect payments and forward to Developer

 **September 8**

QUESTIONS?



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Frequently Asked Questions about Payback Agreements

What is a Payback Agreement?

A Payback Agreement is an agreement between a developer and the City of Auburn (Auburn) that may enable a project to recoup a portion of its public street and/or utility infrastructure costs from properties that benefit by connecting to, or being served by, the project infrastructure.

What improvements may be included in a Payback Agreement?

Water, sewer, or storm utilities may be included in a Utilities Payback Agreement. A separate agreement is used for each utility.

Some traffic improvements such as signals or roundabouts may be included in a Street Payback Agreement.

How long is the Payback Agreement in effect?

The Revised Code of Washington (RCW) 35.72.020 establishes a maximum term of 15 years for public street-related Payback Agreements. RCW 35.91.020 establishes a maximum term of 20 years for utility-related Payback Agreements.

There is no guarantee that the developer will recoup any costs during the term of the Payback Agreement.

Why is my property included?

The developer's infrastructure benefits your property by being able to provide service to your property. The state law listed above allows any property that benefits from the improvements to be included in the agreement.

When do I have to pay?

For utilities, you pay your share of the payback agreement when you apply for a permit to connect to the utility system. For public street-related improvements, you pay your share of the payback agreement when new development takes place on your property for a use that adds more vehicle trips, as estimated by using the latest edition of the "Trip Generation Manual" by the Institute of Transportation Engineers (ITE).

How do I pay?

The City administers the Payback Agreement as part of its permitting process. When a property secures a permit that is subject to the Payback Agreement, the City collects the payback fee from the property owner, then sends the fee to the developer.

Is this a lien on my property?

A Payback Agreement is a recorded notice on your property of the fees owing if your property connects to the infrastructure. Some entities may regard that as a lien, but it does not automatically mean that the fees must be paid before a property sale. The Payback Agreement will remain in effect on the property until the payback fee is paid or the Payback Agreement expires.

What happens when the Payback Agreement expires?

Once the Payback Agreement expires, the amount listed in the Payback Agreement would no longer be owing. Other City fees and connection charges in effect when a property connects would still be owing.

What is the process for approving a Payback Agreement?

The City provides a preliminary notice to the benefited property owners when a developer applies for a Payback Agreement. This preliminary notice includes an estimate of what each property will owe if they connect to the utilities, or when new development on each property benefits from street improvements.

Once the developer's project is complete and the final costs are known, the pro rata costs are distributed for each benefited property and the Payback Agreement is submitted to the City Council for their review. The benefited property owners are notified of the date for a public hearing, and the owners may address any questions or concerns to the City Council at the public hearing. Following the public hearing, the City Council will consider whether to adopt, revise, or reject the Payback Agreement. If adopted, the Payback Agreement is recorded against each benefited property.

If my septic system fails, do I have to connect to sewer?

If your property is located more than 200 feet from the sewer line, you do not have to connect.

What type of development or redevelopment on my property would require me to pay the public street payback?

When new development takes place on your property for a use that adds more vehicle trips, as estimated by using the latest edition of the "Trip Generation Manual" by the Institute of Transportation Engineers (ITE), you would be required to pay the public street payback. The payback amount is determined on a per vehicle trip basis. The fee per trip is calculated from the cost of the improvement, divided by the highest possible number of trips for each benefitting property.

Example 1:

You subdivide your residential property into 5 single family lots.
The Trip Generation Manual estimates 10 daily vehicle trips per residence.
Each new lot would be charged for 10 vehicle trips at the time of building permit.
Your existing house would not be charged.

Example 2:

You develop a vacant lot with an industrial use.
If, based on the use and the building size, the Trip Generation Manual estimates 300 daily trips for the building, you would be charged for 300 new daily vehicle trips at the time of building permit.

ORDINANCE NO. 6770

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
EXECUTE A PAYBACK AGREEMENT FOR UTILITIES
DEVELOPER'S EXTENSION BETWEEN THE CITY OF
AUBURN AND DCT INDUSTRIAL OPERATING, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for utility improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public utility improvements after Council approval; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Industrial Operating, LLC, has constructed the utility improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40.030, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The Mayor is authorized to execute a Payback Agreement for Developer's Extension between the City and DCT Industrial Operating, LLC, which

Ordinance No. 6770
August 4, 2020
Page 1 of 2

agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. Effective Date. This Ordinance will take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6770
August 4, 2020
Page 2 of 2

EXHIBIT A

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

PAYBACK AGREEMENT PBK18-0002 FOR UTILITIES DEVELOPER'S EXTENSION

Reference # (if applicable): N/A

Additional on page: ____

Grantor : City of Auburn

Grantee : DCT Industrial Operating, LLC

Legal Description / STR: Sec 35, T19N, R4E

Additional on page: ____

Assessor's Tax Parcel ID#: 3522049027, 3522049022

This Agreement made and entered into this _____ day of _____, 2020, by and between the **City of Auburn**, a municipal corporation of King County, Washington ("the CITY") and **DCT Hudson Distribution Center, LLC**, whose address is 12720 Gateway Drive, Suite 100, Tukwila, WA 98168.

WHEREAS, pursuant to Chapter 35.91 RCW, the CITY has by Ordinance No. 6770 adopted by the City Council on the _____ day of _____, 2020, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the sewer facilities described in **Exhibit 1**, Bills of Sale, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER.

“DEVELOPER” shall include successors, heirs, and assigns. The term shall include a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by Section VII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extensions, reference numbers FAC17-0002, FAC17-0013, and FAC14-0007, the originals of which are on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge represents the fair pro rata share of the cost of construction of said facilities payable by the Benefited Properties.

Payment of the latecomer's pro rata share will be required by the CITY at the time the CITY issues a utility permit for sewer service, as described in Auburn City Code (ACC) 13.20.190 and 13.20.200 to connect and use the system. A benefitted property that constructs a facility extension that connects to the facilities included in this Payback Agreement is not subject to payback payments until the benefitted property (or until each of the properties resulting from the subdivision of the benefitted property) applies for utility service. Additionally, although stubs for utility service may be constructed to Benefitted Properties as part of the facilities included in this Payback Agreement, no payback payments will be required until such time as those Benefitted Properties apply for utility service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for gravity sewer installed across the property frontage of a benefitted property will be \$81.24 times the length of the property frontage (measured in feet), as listed in **Exhibit 6**.

The amount of reimbursement per square foot of potentially developable benefitted property, as listed in **Exhibit 6**, shall be \$0.287 for properties zoned R5 at the time of this agreement, and shall be \$0.616 for properties zoned M1 at the time of this agreement. This portion of the reimbursement is for the lift station and force mains.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$1,420,446.48**.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to passing the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King

County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of the Developer's address and telephone number on file with the City Engineer, and shall within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER shall notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

Justin Kirk
(Printed Name of Developer's Representative)
Prologis
(Company Name)
3353 Gateway Blvd
(Mailing Address)
Freemont, CA 94538-6512
(City, State, Zip code)
206.414.7625
(Telephone/FAX)

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

DEVELOPER: DCT Hudson Distribution Center, LLC

Signature

Benjamin Brodsky
Printed Name

TITLE: Vice President

Signature

Printed Name

TITLE: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Nancy Backus and Danielle E. Daskam were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Benjamin Brodsky and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President of DCI Hudson Distribution Center LLC and a corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated 07/10/2020

Sareichanto Ly
SAREICHANTO LY

Notary Public in and for the State of Washington
My appointment expires 06/02/2024

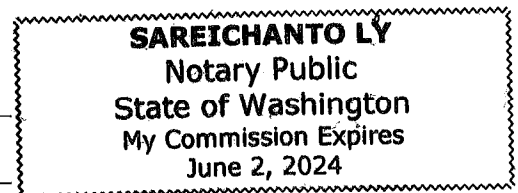


Exhibit 1
Payback Agreement PBK18-0002

Bills of Sale

Above this line reserved for recording information.

FAC14-0007
STREET IMPROVEMENTS

BILL OF SALE

Reference # (if applicable): N/A
Grantor/Borrower: North Auburn Logistics Holdings, LLC
Grantee/Assignee/Beneficiary: City of Auburn
Legal Description/STR: Section 35- Township 21N - Range 4E
Assessor's Tax Parcel ID #: 352204-9024 & 352204-9016

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor(s) **North Auburn Logistics Holdings, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington, **528 LF of half street improvements and all appurtenances** or any other associated public facility as shown on the public facility extension plans referred to as **FAC14-0007, the North Auburn Logistics development**. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

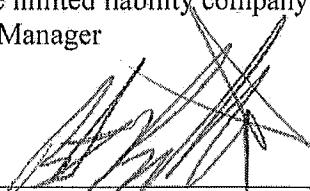
and the said Grantor(s) hereby warrant(s) that they are the sole owner(s) of all the property above conveyed; that they have full power to convey the same and that they will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 24 day of June, 2019.

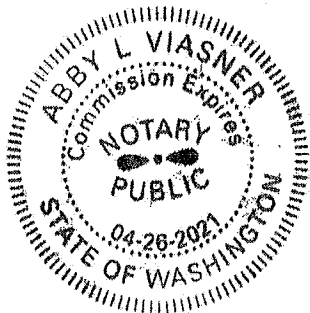
NORTH AUBURN LOGISTICS HOLDINGS, LLC,
a Delaware limited liability company

By: North Auburn Logistics Center Holdings PG, LLC,
a Delaware limited liability company,
Managing Member

By: PDC Seattle LLC,
a Delaware limited liability company,
Its Manager

By: 
Bart Brynestad
Local Partner

Dated 06/24/2019



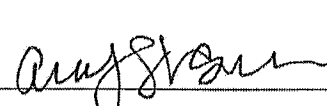

Abby L. Viasner
Notary Public in and for the State of Washington
Residing at Kent
My appointment expires 04/26/2021

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A AND TRACT A OF CITY OF AUBURN BOUNDARY LINE
ADJUSTMENT NO. BLA14-0006, RECORDED UNDER RECORDING NUMBER
20160601900006, RECORDS OF KING COUNTY, WASHINGTON, BEING A
PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., KING COUNTY,
WASHINGTON.

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

**BILL OF SALE
FAC17-0002**

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER, LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington **2,659 LF of waterline, 667 LF of sanitary sewer**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0002**, the **DCT Hudson Distribution Center** development. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

SIGNATORY – DCT INDUSTRIAL OPERATING LLC

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 30th day of April, 2019.

DCT Industrial Operating LLC,
a Delaware limited liability company

By: DCT Industrial Operating Partnership LP,
a Delaware limited partnership,
its Sole member

By: DCT Industrial Trust Inc.,
a Maryland Corporation,
its General Partner

By: Ben Brodsky
Name: Benjamin Brodsky
Title: Vice President

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

I certify I have known or have satisfactory evidence that Benjamin Brodsky is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge as the Vice President of **DCT INDUSTRIAL OPERATING, LLC**, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/30/19

Kimberley Nemethy
Notary Public in and for the State of WA
residing at Federal Way, WA
My appointment expires 5/30/22

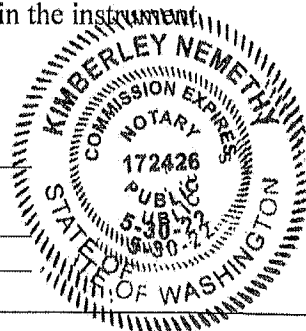


EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNIT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION. 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA. 98001

Above this line reserved for recording information.

**BILL OF SALE
FAC17-0013**

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington: **1 traffic signal, 1 sanitary sewer lift station**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0013**, the **DCT Hudson Distribution Center Traffic Signal and Sewer Lift Station**.

Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 22 day of November, 2019.

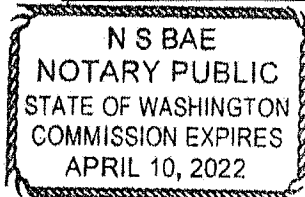
By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Bonny
Signature

Name: Benjamin Brodsky
Print

STATE OF WASHINGTON) ss
COUNTY OF KING)

Dated: November 22, 2019



Notary Public in and for the State of Washington
residing at Belleve, WA
My appointment expires 04/10/2022

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2
Payback Agreement PBK18-0002

Legal Description of Developer's Property

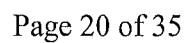
TAX PARCEL 352204-9022

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Facilities Constructed



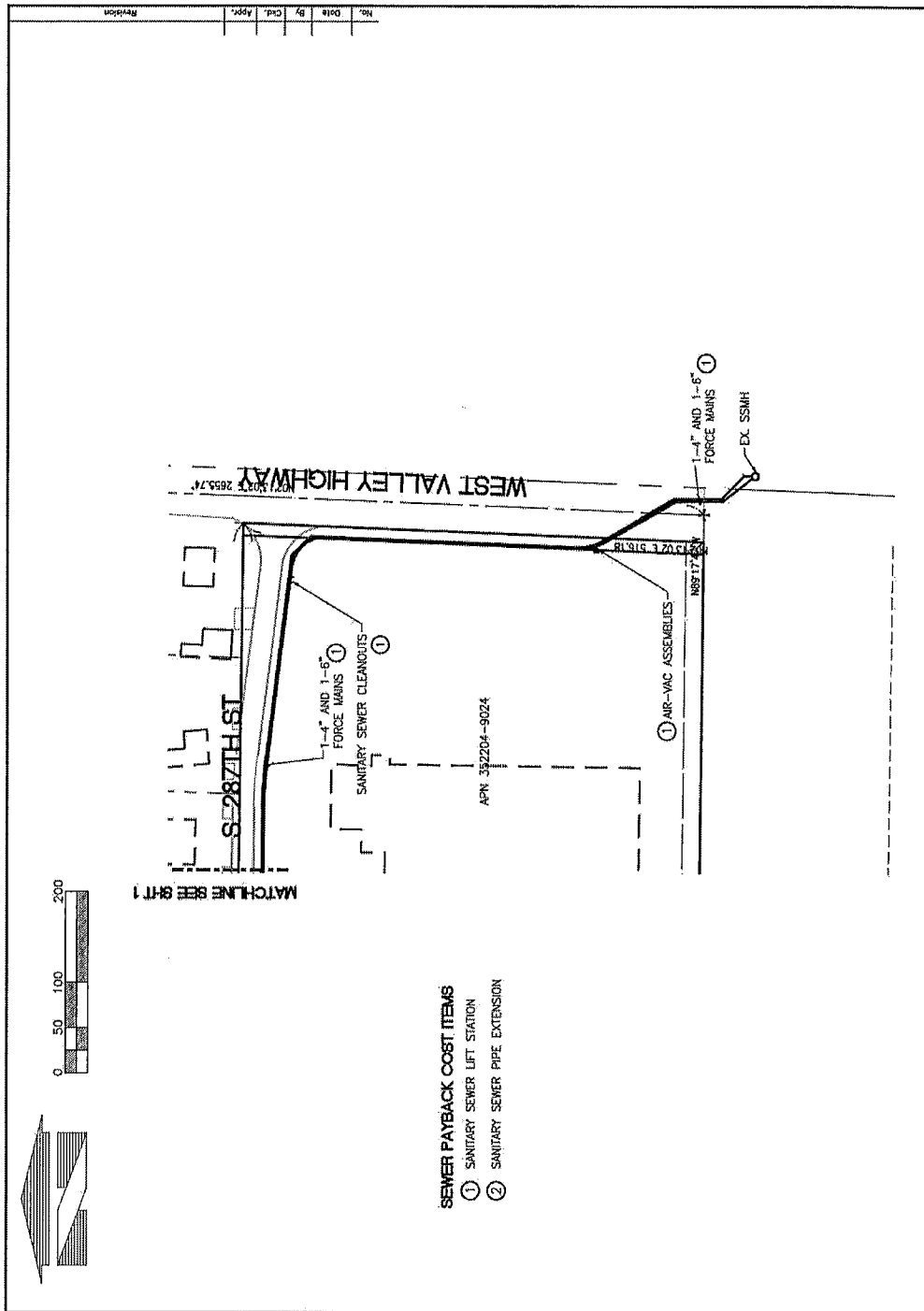


Exhibit 4

Exhibit 4
Payback Agreement PBK18-0002

Legal Description of Assessment Reimbursement Area and Benefited Properties

Legal Description of Overall Assessment Reimbursement Area

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35 TOWNSHIP 22 NORTH, RANGE 04 EAST, WILLAMETTE MERIDIAN, KING COUNTY WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR WEST VALLEY HIGHWAY AS CONVEYED BY DEEDS RECORDED UNDER KING COUNTY RECORDER'S NUMBER 9303312470 AND 9303080455. EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20190225000744. EXCEPT THAT PORTION CONVEYED TO FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946. TOGETHER WITH; THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2620957.

TOGETHER WITH; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF DEED TO KING COUNTY, WASHINGTON FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 813104.

TOGETHER WITH; THAT PORTION OF GOVERNMENT LOT 2, IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE EAST 1491.6 FEET; THENCE SOUTH 351.12 FEET; THENCE WEST 1491.6; THENCE NORTH 351.12 FEET TO THE POINT OF BEGINNING. EXCEPT FOR THE SOUTH 130 FEET OF THE WEST 220.2 FEET THEREOF.

Exhibit 4 (continued)

Legal Description of Benefited Properties

TAX PARCEL 352204-9021

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 1125.08 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 216.64 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE 806.58 FEET; THENCE SOUTH 00°28'40" EAST 216.59 FEET; THENCE NORTH 87°54'40" EAST PARALLEL TO SAID NORTH LINE 804.77 FEET TO THE TRUE POINT OF BEGINNING

TAX PARCEL 352204-9022 (Developer's Property)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9027(Developer's Property)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH,

Exhibit 4 (continued)

PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 022104-9002

BEGINNING AT THE NORTHWEST CORNER OF LOT 2; THENCE EAST 1491.6 FEET; THENCE SOUTH 351.12 FEET; THENCE WEST 1491.6 FEET; THENCE NORTH 351.12 FEET TO THE POINT OF BEGINNING, LESS BEGINNING AT THE NORTHWEST CORNER GL 2; THENCE EAST ALONG THE NORTH LINE 859.97 FEET; THENCE SOUTH 220.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 130.59 FEET; THENCE EAST 220.20 FEET; THENCE NORTH 130.59 FEET; THENCE WEST 220.20 FEET TO THE POINT OF BEGINNING, INCLUDING AN EASEMENT FOR USE OF PRIVATE ROAD; LESS SOUTH 130 FEET OF THE WEST 220.2 FEET; RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 022104-9084

BEGINNING AT THE NORTHWEST CORNER GL 2; THENCE EAST ALONG THE NORTH LINE 859.97 FEET; THENCE SOUTH 220.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 130.59 FEET; THENCE EAST 220.20 FEET; THENCE NORTH 130.59 FEET; THENCE WEST 220.20 FEET TO THE POINT OF BEGINNING; INCLUDING AN EASEMENT FOR USE OF THE PRIVATE ROAD, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9012

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTH 80 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF. DEEDED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104; AND EXCEPT ROADS

TAX PARCEL 352204-9015

PARCEL A:

THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E. W. M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST,

Exhibit 4 (continued)

A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.53 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°27'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'36" WEST 482.91 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 326.32 FEET THEREOF; ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E. W. M., DESCRIBED AS FOLLOWS: THE WEST 326.32 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT NORTH 0°09'00" WEST 516.18 FEET DISTANCE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST; THENCE NORTH 0°09'00" WEST 799.31 FEET; THENCE NORTH 87°54'40" EAST 485.16 FEET; THENCE SOUTH 804.24 FEET TO A POINT NORTH 88°29'26" EAST AND 482.91 FEET DISTANT FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONDEMNED FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH, UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946.

TAX PARCEL 352204-9016

TRACT A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON. TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9020

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35,

Exhibit 4 (continued)

TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT ROAD. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9023

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED IN VOLUME 1416 OF DEEDS, PAGE 159, UNDER AUDITOR'S FILE NO. 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°20'26" EAST 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TAX PARCEL 352204-9024

PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED JUNE 1, 2016 UNDER RECORDING NUMBER 20160601900006, IN VOLUME 344 OF PLATS, PAGES 56 AND 57, IN KING COUNTY, WASHINGTON. TOGETHER WITH EASEMENT RIGHTS FOR ROAD PURPOSES OVER A 10 FOOT ROAD, AS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 17, 1920 UNDER RECORDING NUMBER 1477534 IN VOLUME 1130 OF DEEDS, PAGE 199, IN KING COUNTY, WASHINGTON, AND AS RESERVED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 18, 1958 UNDER RECORDING NUMBER 4912725, IN VOLUME 3797 OF DEEDS, PAGE 455, IN KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9025

THE SOUTH 516.8 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., LESS THE EAST 1751.72 FEET AND LESS THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE, EAST 112 FEET FROM THE CORNER OF THE PROPERTY; THENCE EAST ALONG THE NORTH PROPERTY LINE TO THE NORTHEAST CORNER; THENCE SOUTH ALONG THE EAST PROPERTY LINE TO THE SOUTHEAST COMER; THENCE

WEST ALONG THE SOUTH PROPERTY LINE, 134.2 FEET; THENCE NORTH 129.4 FEET; THENCE SOUTH 85-8-7.748 WEST 71.85 FEET; THENCE SOUTH 35-32-15.64 WEST, 91.73 FEET; THENCE NORTH 75-19-24.98 WEST, 66.13 FEET, THENCE

Exhibit 4 (continued)

NORTH 52-1-42.22 WEST, 158.4 FEET; THENCE NORTH 64-37-20.12 WEST, 131.5 FEET; THENCE NORTH 27-48-19.85 WEST, 346.1 FEET TO THE POINT OF BEGINNING, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9028

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°29'26" WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 30.00 FEET; THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 516.18 FEET; THENCE SOUTH 88°29'26" WEST 150 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING 88°29'26" WEST 150 FEET; THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 135 FEET; THENCE NORTH 88°29'26" EAST 150.00 FEET; THENCE SOUTHERLY 135.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9029

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M, IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET

Exhibit 4 (continued)

TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9030

THE WEST 3 1/2 ACRES OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9039

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 202.90 FEET; THENCE SOUTH 87°54'40" WEST 324.50 FEET; THENCE SOUTH 0°28'40" EAST 199.82 FEET; THENCE NORTH 87°54'40" EAST 324.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9042

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST 799.31 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 87°54'40" EAST 485.16 FEET, MORE OR LESS, TO A POINT 2,130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS,

Exhibit 4 (continued)

TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANT FROM THE PLACE OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE PLACE OF BEGINNING; EXCEPT THE WEST 326.31 FEET; AND EXCEPT THE SOUTH 243 FEET; TOGETHER WITH AN EASEMENT OVER AND ACROSS THE EAST 11.5 FEET OF THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT: THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING; THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 326.31 FEET THEREOF; ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

TAX PARCEL 352204-9043

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,695.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 35, 808.34 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 120 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 88°29'26" WEST 120 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 120 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT FOR ROAD, NOW CALLED SOUTH 287TH STREET.

Exhibit 4 (continued)

TAX PARCEL 352204-9046

LOT 35-22-04 OF BLOCK 9046, SEC. 35, TOWNSHIP 22, RANGE 04; BEING THE NORTH 135 FT. OF THE SOUTH 651.18 FT. OF THE WEST 174 FT. OF THE EAST 504 FT., SUBJECT TO THE RIGHT OF WAY; RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 352204-9047

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 88°29' 26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 325.49 FEET; THENCE NORTH 0°28'40" WEST 329.65 FEET; THENCE NORTH 87°54'40" EAST 478.02 FEET MORE OR LESS TO A POINT FROM WHICH THE EAST LINE OF SAID SUBDIVISION BEARS NORTH 87°54'40" EAST 354.51 FEET; THENCE SOUTH 0°28'40" EAST 199.59 FEET MORE OR LESS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°29'26" WEST; THENCE SOUTH 88°29'26" WEST 149.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THENCE NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9049

THE NORTH 271.0 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88 DEGREES 29 MINUTES 26 SECONDS WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET TO THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 600.90 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 40 SECONDS WEST 804.77 FEET; THENCE SOUTH

Exhibit 4 (continued)

0 DEGREES 28 MINUTES 40 SECONDS EAST 600.65 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 26 SECONDS EAST 799.49 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL 352204-9056

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 35, 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ON SAID LINE 558.34 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 156, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 558.34 FEET, MORE OR LESS, TO A POINT SOUTH 88°29'26" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

PARCEL B:

AN EASEMENT FOR ROAD PURPOSES OVER THE WESTERLY 10 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 159, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit 4 (continued)

TAX PARCEL 352204-9058

THE SOUTH 80 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON, FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO 813104, AND EXCEPT ROADS SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 352204-9059

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON; EXCEPT COUNTY ROAD.

TAX PARCEL 352204-9067

THE NORTH 135 FEET OF THE SOUTH 651.18 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET FOR ROAD; AND EXCEPT COUNTY ROAD.

TAX PARCEL 352204-9082

BEGINNING 651.18 FEET NORTH OF AND SOUTH 88°29'26" WEST FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST; THENCE CONTINUING WEST 90 FEET; THENCE SOUTH 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET; THENCE NORTH TO THE POINT OF BEGINNING.

TAX PARCEL 352204-9038

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 2620957

Exhibit 5 **Payback Agreement PBK18-0002** **Assessment Reimbursement Area**

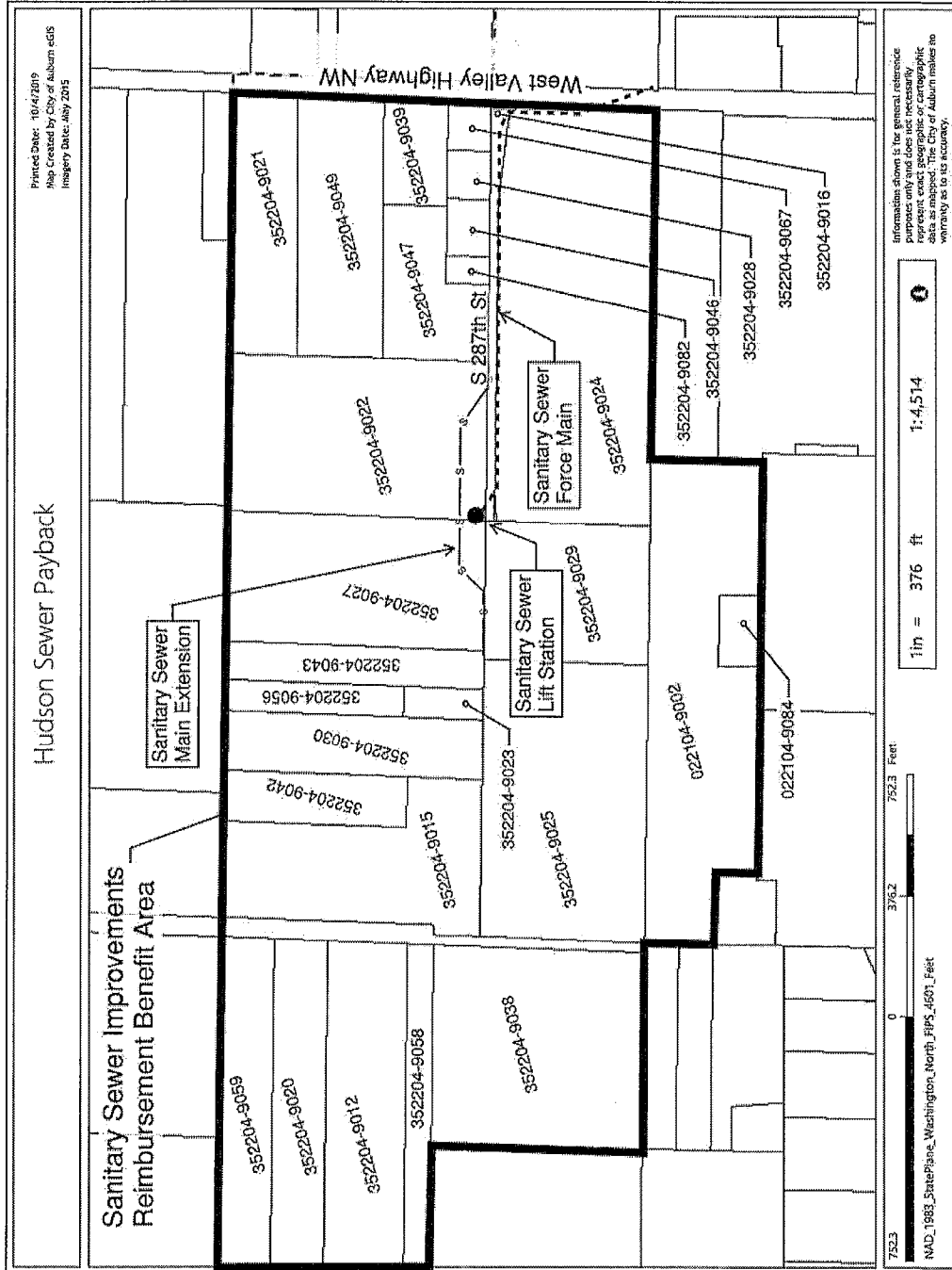


Exhibit 6
Payback Agreement PBK18-0002

Benefited Properties Reimbursement Fees

Sewer Lift Station and Force Mains Total Cost	\$1,744,097.71
Benefitting properties cost/SF of developable area - M1 Zone	\$0.616
Benefitting properties cost/SF of developable area - R5 Zone	\$0.287
Sewer Pipe Extension Total Cost	\$145,584.18
Cost/linear foot of Property Frontage	\$81.24

	Parcel Number	Estimated Potential Developable Area (SF)	Zoning	Lift Station Assessment* Amount	Frontage Length	Assessment of Sewer Pipe Extension (%)	Pipe Extension Assessment Amount	Total Payback Amount
1	022104-9002	69,630	M1	\$42,892.01	0	0.00%	\$0.00	\$42,892.01
2	022104-9084	28,754	R5	\$8,252.30	0	0.00%	\$0.00	\$8,252.30
3	352204-9012	66,087	R5	\$18,966.99	0	0.00%	\$0.00	\$18,966.99
4	352204-9015	143,581	M1	\$88,446.06	0	0.00%	\$0.00	\$88,446.06
5	352204-9016	39,596	M1	\$24,390.88	0	0.00%	\$0.00	\$24,390.88
6	352204-9020	53,965	M1	\$33,242.14	0	0.00%	\$0.00	\$33,242.14
7	352204-9021	153,845	M1	\$94,768.39	0	0.00%	\$0.00	\$94,768.39
8	352204-9022 See Note 1	352,903	M1	\$217,388.30	492	27.46%	\$39,970.66	\$257,358.96
9	352204-9023	23,930	M1	\$14,741.01	0	0.00%	\$0.00	\$14,741.01
10	352204-9024	513,068	M1	\$316,049.91	492	27.46%	\$39,970.66	\$356,020.57
11	352204-9025	179,288	M1	\$110,441.11	0	0.00%	\$0.00	\$110,441.11
12	352204-9027 See Note 1	290,674	M1	\$179,055.02	404	22.54%	\$32,821.43	\$211,876.45
13	352204-9028	18,528	M1	\$11,413.47	0	0.00%	\$0.00	\$11,413.47
14	352204-9029	67,469	M1	\$41,561.00	404	22.54%	\$32,821.43	\$74,382.43
15	352204-9030	152,764	M1	\$94,102.88	0	0.00%	\$0.00	\$94,102.88
16	352204-9038	129,623	R5	\$37,201.92	0	0.00%	\$0.00	\$37,201.92

	Parcel Number	Estimated Potential Developable Area (SF)	Zoning	Lift Station Assessment* Amount	Frontage Length	Assessment of Sewer Pipe Extension (%)	Pipe Extension Assessment Amount	Total Payback Amount
17	352204-9039	90,535	M1	\$55,769.60	0	0.00%	\$0.00	\$55,769.60
18	352204-9042	26,361	M1	\$16,238.40	0	0.00%	\$0.00	\$16,238.40
19	352204-9043	73,087	M1	\$45,021.64	0	0.00%	\$0.00	\$45,021.64
20	352204-9046	21,769	M1	\$13,409.99	0	0.00%	\$0.00	\$13,409.99
21	352204-9047	115,600	M1	\$71,209.39	0	0.00%	\$0.00	\$71,209.39
22	352204-9049	201,381	M1	\$124,050.75	0	0.00%	\$0.00	\$124,050.75
23	352204-9056	37,435	M1	\$23,059.86	0	0.00%	\$0.00	\$23,059.86
24	352204-9058	20,870	R5	\$5,989.58	0	0.00%	\$0.00	\$5,989.58
25	352204-9059	61,797	M1	\$38,067.08	0	0.00%	\$0.00	\$38,067.08
26	352204-9067	18,528	M1	\$11,413.47	0	0.00%	\$0.00	\$11,413.47
27	352204-9082	11,290	M1	\$6,954.56	0	0.00%	\$0.00	\$6,954.56
	Total Assessments	2,962,358		\$1,744,097.71	1792	100.00%	\$145,584.18	\$1,889,681.89

* Assessment based on developable area, zoning, and potential sewer use.

Total Reimbursable Amount \$1,420,446.48

Note 1: Parcels 3522049022 and 3522049027 were owned by the developer. They were used in the calculation of assessment amounts, but not in the total reimbursable amount.

ORDINANCE NO. 6771

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
NEGOTIATE AND EXECUTE A PAYBACK AGREEMENT
FOR UTILITIES DEVELOPER'S EXTENSION BETWEEN THE
CITY OF AUBURN AND DCT INDUSTRIAL OPERATING, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for utility improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public utility improvements after Council approval; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Industrial Operating, LLC, has constructed the utility improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40.030, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The Mayor is authorized to execute a Payback Agreement for Developer's Extension between the City and DCT Industrial Operating, LLC, which

Ordinance No. 6771
August 4, 2020
Page 1 of 2

agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. Effective Date. This Ordinance will take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6771
August 4, 2020
Page 2 of 2

EXHIBIT A

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

PAYBACK AGREEMENT PBK18-0003 FOR UTILITIES (WATER) DEVELOPER'S EXTENSION

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor :	City of Auburn		
Grantee :	1) DCT Industrial Operating, LLC	2)	
Legal Description / STR:	Section 35, T22N, R4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	3522049027, 3522049022		

This Agreement made and entered into this _____ day of _____, 2020, by and between the **City of Auburn**, a municipal corporation of King County, Washington ("the CITY") and **DCT Industrial Operating, LLC**, whose address is 12720 Gateway Drive, Suite 110, Tukwila, WA 98168 "(the DEVELOPER)".

WHEREAS, pursuant to Chapter 35.91 RCW, the CITY has by Ordinance No. 6758 adopted by the City Council on the _____ day of _____, 2020, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed to accept the water facilities described in **Exhibit 1**, Bill of Sale, as part of the utility systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the above-described DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER.

“DEVELOPER” shall include successors, heirs, and assigns. The term shall include a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by section VIII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extension, reference number FAC17-0002, the originals on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the facilities (“Benefited Properties”) constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, as a condition for connecting to the facilities, the amount as identified in Section V. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.

IV. TERMS

For a period of **20 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts specified in Section V of this agreement. The charge represents the fair pro rata share of the cost of construction of said facilities payable by the Benefited Properties. This agreement will expire on _____ day of _____, 2040.

Payment of the latecomer’s pro rata share will be required by the CITY at the time the CITY issues a utility permit for water service, as described in Auburn City Code (ACC) 1313.06.050 to connect and use the system. A benefited property that constructs a facility extension that connects to the facilities included in this Payback Agreement is not subject to payback payments until the benefited property (or each of the properties

resulting from the subdivision of the benefited property) applies for utility service. Additionally, although stubs for utility service may be constructed to Benefited Properties as part of the facilities included in this Payback Agreement, no payback payments will be required until such time as those Benefited Properties apply for utility service.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person requesting connection to the facilities.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for water installed across the property frontage of a benefitted property will be \$70.76 times the length of the property frontage, as listed in **Exhibit 6**.

The City will deduct from each reimbursement payment a payment processing fee as established in the City's annual fee schedule.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$57,176.54**.

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to passing the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080, including meeting the notification requirements of that section.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a permit to connect to and use said facilities.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER shall keep a current record of the Developer's address and telephone number on file with the City Engineer, and shall within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER shall notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

Justin Kirk

(Printed Name of Developer's Representative)

Prologis, L.P.

(Company Name)

3353 Gateway Blvd

(Mailing Address)

Fremont, CA, 94538-6512

(City, State, Zip code)

206.414.7625

(Telephone/FAX)

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached Exhibits 4, 5, and 6, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Exhibit 1
Payback Agreement PBK18-0003XX-XXXX

Bill of Sale

Above this line reserved for recording information.

BILL OF SALE
FAC17-0002

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER, LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER, LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington **2,659 LF of waterline, 667 LF of sanitary sewer**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0002**, the **DCT Hudson Distribution Center** development. Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

FAC17-0002 DCT Hudson Distribution Center Bill of Sale
Page 1 of 4

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Exhibit 1 (Continued)
Payback Agreement PBK18-0003xx-xxxx

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

Exhibit 1 (Continued)
Payback Agreement PBK18-0003

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2
Payback Agreement PBK18-0003

Legal Description of Developer's Property

(TAX PARCEL #352204-9022)

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9027)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 3
Payback Agreement PBK18-0003

Facilities Constructed



GRAPHIC SCALE

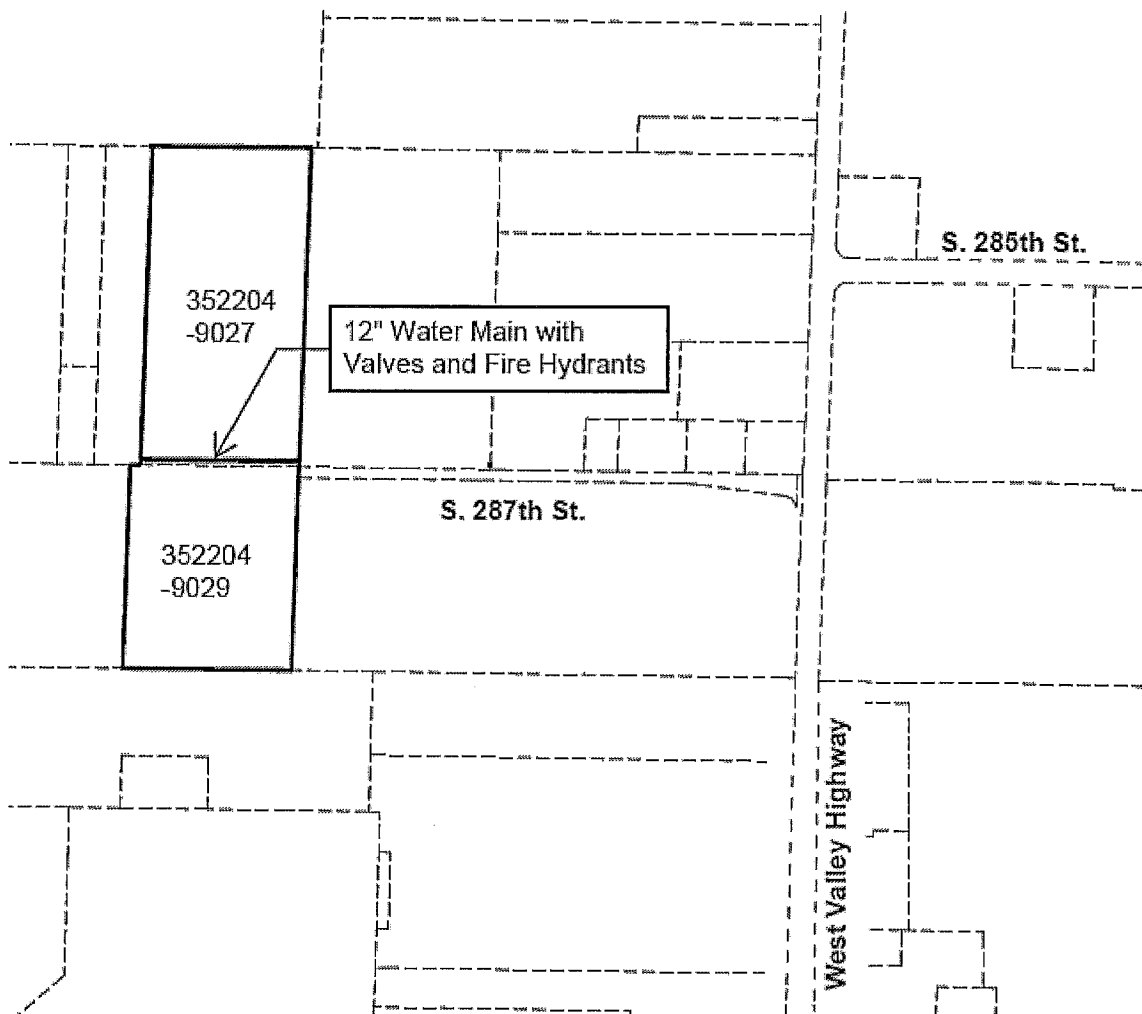
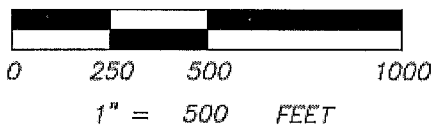


Exhibit 4
Payback Agreement PBK18-0003

Legal Description of Assessment Reimbursement Area and Benefitting Properties

(TAX PARCEL #352204-9027)

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

(TAX PARCEL #352204-9029)

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Exhibit 5
Payback Agreement PBK18-0003

Assessment Reimbursement Area

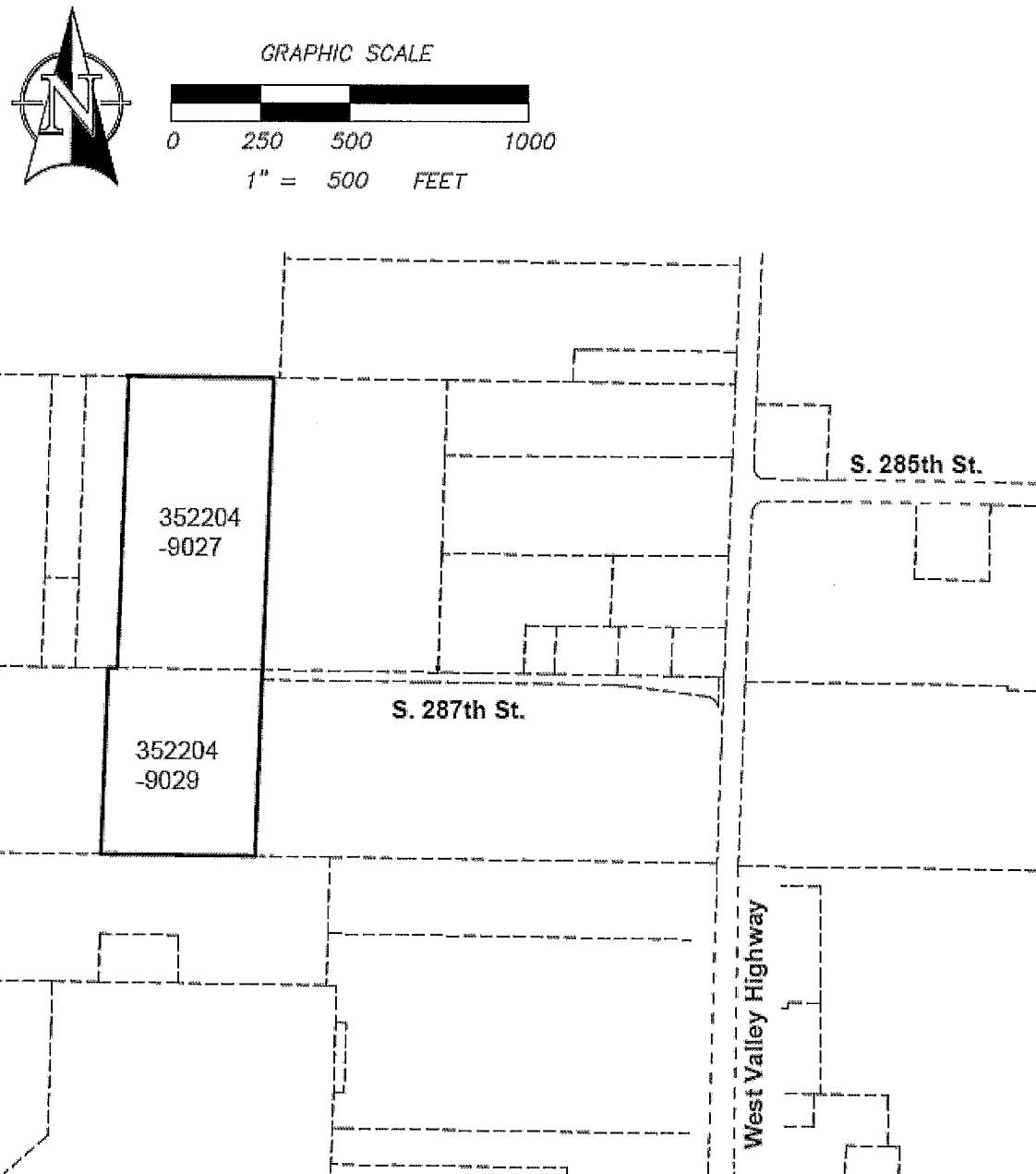


Exhibit 6
Payback Agreement PBK18-0003

Benefitting Properties Reimbursement Fees

Parcel Number	Street Address	Parcel Frontage (LF)	Reimbursement Amount ⁽¹⁾	Reimbursement Amount Owing
352204-9027	6302 S 287th Street	404	\$28,588.27	\$0.00 ⁽²⁾
352204-9029	6223 S 287th Street	404	\$28,588.27	\$28,588.27
TOTAL		808	\$57,176.54	\$28,588.27

Notes:

⁽¹⁾ Based on total project cost of \$57,176.54 divided by the frontage of each parcel adjacent to the water main, equal to \$70.76 per lineal foot of frontage.

⁽²⁾ Developer contribution made at time of construction.

ORDINANCE NO. 6772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO
NEGOTIATE AND EXECUTE A PAYBACK AGREEMENT
FOR TRANSPORTATION IMPROVEMENTS BETWEEN THE
CITY OF AUBURN AND DCT INDUSTRIAL OPERATING, LLC

WHEREAS, Chapter 13.40 of the Auburn City Code (ACC) authorizes the City Engineer to develop, implement, and administer facility extension agreements for transportation improvements; and

WHEREAS, Chapter 3.25 of the ACC authorizes the City Engineer to execute payback agreements for public street improvements after Council approval; and

WHEREAS, Chapter 3.25 of the ACC requires that the City Council conduct a public hearing to consider approving the payback agreements; and

WHEREAS, DCT Industrial Operating, LLC, has constructed the transportation improvements described in the payback agreement, Exhibit A, and has agreed to deed those improvements to the City; and

WHEREAS, pursuant to ACC 13.40, the City has received and approved plans for those improvements; and

WHEREAS, the City Council finds that entry into the payback agreement is in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

Section 1. The Mayor is authorized to execute a Payback Agreement for Developer's Extension between the City and DCT Industrial Operating, LLC, which

Ordinance No. 6772
08/04/2020
Page 1 of 2

agreement will be in substantial conformity with the agreement attached as Exhibit A.

Section 2. Constitutionality or Invalidity. If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Implementation. The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 4. Effective Date. This Ordinance will take effect and be in force five (5) days from and after passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

NANCY BACKUS, MAYOR

ATTEST:

Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

Kendra Comeau, City Attorney

PUBLISHED: _____

Ordinance No. 6772
08/04/2020
Page 2 of 2

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Ordinance 6772 - Exhibit A

Above this line reserved for recording information.

PAYBACK AGREEMENT FOR TRAFFIC SIGNAL PBK18-0004

Reference # (if applicable):	N/A	Additional on page:	_____
Grantor :	City of Auburn		
Grantee :	DCT Hudson Distribution Center, LLC		
Legal Description / STR:	Sec 35, T22N, R4E	Additional on page:	_____
Assessor's Tax Parcel ID#:	3522049027, 3522049022		

This Agreement made and entered into this _____ day of _____,
2020 by and between the **City of Auburn**, a municipal corporation of King County,
Washington ("the CITY") and **DCT Hudson Distribution Center, LLC** ("the
DEVELOPER"), whose address is 12720 Gateway Drive, Suite 100, Tukwila, WA 98168.

WHEREAS, pursuant to Chapter 35.72 RCW and Chapter 3.25 ACC, the CITY has
by Ordinance No. **6772** adopted by the City Council of the CITY on the ____ day of
_____, 2020, approved the execution of this Payback Agreement with the DEVELOPER
above and referring to the construction of certain facilities described in this Agreement; and

WHEREAS, the above-described DEVELOPER has offered and the CITY has agreed
to accept the traffic signal described in **Exhibit 1**, Bill of Sale, attached and incorporated into
this Agreement, as part of the streets systems of the CITY;

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. DEVELOPER

At the time of construction, the DEVELOPER was the record OWNER of real property legally described as shown on **Exhibit 2** submitted by the DEVELOPER and attached to this Agreement.

"DEVELOPER" shall include successors, heirs, and assigns. The term "DEVELOPER" includes a bankruptcy estate and a receivership as long as the City receives notice of the bankruptcy or receivership as the law requires for notice to creditors, and the DEVELOPER provides the notice required by Section VIII of this agreement.

II. FACILITIES

The facilities which have been constructed by the DEVELOPER are as shown in the attached **Exhibit 3**, incorporated by this reference, and processed as a Developer Public Facility Extension, referenced as FAC17-0013. The original documents are on file at the office of the City Engineer. The facilities have been constructed in accordance with the ordinances and requirements of the CITY and the Engineering Design Standards governing the construction specifications for these facilities. The facilities have been approved by the City Engineer.

III. AREA OF FACILITY SERVICE BENEFIT

The properties benefited by the traffic signal ("Benefited Properties") constructed by the DEVELOPER are legally described on **Exhibit 4** and are shown on **Exhibit 5**, which are by this reference incorporated in this Agreement. Any owner of real estate legally described within the benefit boundary as shown on the attached **Exhibits 4 and 5**, shall pay, when developing the properties with a use which increases the daily vehicle trips, the amount as identified in Section V, because those properties adjacent to the improvements would require similar street improvements upon development. All property within the benefit boundary shall be subject to the fee as provided in this agreement as a condition of issuance of the building permit by the CITY.

IV. TERMS

For a period of **15 years** from the date of this agreement, any owner (latecomer) of real estate legally described in Section III, **Exhibit 4**, or **Exhibit 5**, and which owner has not contributed to the original cost of the street project and has not fully contributed their pro rata share to the original cost of the facility as shown in **Exhibit 3**, shall pay to the CITY the amounts specified in Section V of this agreement. Pursuant to ACC 3.25.100, the charge represents the fair pro rata share of the cost of construction of said traffic signal payable by the Benefited Properties.

Payment of the latecomer's pro rata share will be required by the CITY at the time the CITY issues a building permit for a use which will increase the daily vehicle trips, as

defined by the Trip Generation Manual by the Institute of Traffic Engineer (ITE), because those properties adjacent to the improvements would require similar street improvements upon development. No payback payments will be required until such time as those Benefited Properties apply for a building permit.

The CITY shall reimburse the DEVELOPER within sixty (60) days of the date the City receives payment from a person obtaining a building permit for a use which will increase vehicle trips from the original use of the property.

V. AMOUNT OF REIMBURSEMENT

The DEVELOPER, its successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section III of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER's construction of the facilities described in Section II of this Agreement.

The amount of reimbursement for the traffic signal of a benefitted property will be \$119.52 per added average daily vehicle trip, as defined by the Trip Generation Manual by the Institute of Traffic Engineer (ITE), up to the amount listed in **Exhibit 6**, and in accordance with RCW 35.72.030.

The total amount of reimbursement to the DEVELOPER for the facilities from all applicable charges shall not exceed **\$601,189.17**

In the event that a benefitting property or properties is/are subdivided prior to connecting to the facilities, the City may reallocate the reimbursement amount(s) in a manner consistent with the methodology described above. The City will notify both the DEVELOPER and the property owner of any revisions to the reimbursement amounts.

VI. NOTICE AND HEARING

Prior to voting on the Ordinance authorizing this agreement, the CITY shall conduct a public hearing in accordance with ACC 3.25.080.

VII. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real estate not a party to this Agreement unless this Agreement has been recorded in the King County Recorder's Office prior to the time such owner receives a building permit.

If for any reason, the CITY fails to secure a latecomer payment for Owner's fair pro rata share of the cost of the facilities before connection to the extension, the CITY is not liable for payment to the DEVELOPER.

Following approval of the Ordinance authorizing this agreement, the City will record the document at the appropriate County's Office. The DEVELOPER shall be responsible for correcting any portion of the document determined to not be recordable and any re-recording fees.

This agreement is subject to the provisions of Auburn City Code ("ACC") Chapter 3.25 and shall be void if the DEVELOPER is in violation of any term or condition of that Chapter as it exists on the date of execution of this agreement.

VIII. CURRENT ADDRESS & TELEPHONE NUMBER

The DEVELOPER will keep a current record of the Developer's address and telephone number on file with the City Engineer, and will within 30 days of any change of said address and/or telephone number, notify the City Engineer in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement. Every two years from the effective date of this agreement, shown on page one, the DEVELOPER will notify the City Engineer of its current name, address, and telephone number. If the DEVELOPER fails to provide such information within sixty (60) days of each anniversary, the CITY may collect and retain any connection charges owed to the DEVELOPER under this contract.

The initial Contact Information and Address for Receipt of Reimbursement Funds is as follows:

Justin Kirk

(Printed Name of Developer's Representative)

Prologis

(Company Name)

3353 Gateway Blvd

(Mailing Address)

Freemont, CA 94538-6512

(City, State, Zip code)

206.414.7625

(Telephone/FAX)

IX. ADMINISTRATION

Any inquiries regarding the administration of this agreement shall be directed to the City Engineer.

X. COVENANT RUNNING WITH THE LAND

This Agreement is binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached **Exhibits 4, 5, and 6**, their successors, heirs and assigns.

XI. HOLD HARMLESS

- A. General Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY and the CITY'S officials and agents harmless from all claims and costs of defense arising out of this agreement as a result of DEVELOPER actions, omissions, misconduct, or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement. The DEVELOPER specifically holds the CITY and its officials and agents harmless and waives all claims related to the CITY's establishment and enforcement of the terms and conditions of this agreement, including the failure to locate a beneficiary, assigns, successor, trustee, or survivor of DEVELOPER.
- B. Indemnification Against Liens. The DEVELOPER further agrees to indemnify and defend the CITY from any loss on account of any lien against the facilities that arose on or prior to the date of CITY acceptance of the facilities. If the CITY incurs any expense in defense against any such lien or claim, or in taking any other action that is required of DEVELOPER under this Agreement, the CITY shall have a lien in the full amount thereof against any funds then or thereafter collected by the CITY pursuant to this Agreement.

XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality does not affect the validity or constitutionality of the remaining portions of this Agreement, as it being expressly declared that this Agreement and each section, subsection, sentence, clause and phrase would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

CITY OF AUBURN

Nancy Backus, Mayor

ATTEST:

APPROVED AS TO FORM:

Shawn Campbell, MMC, City Clerk

Kendra Comeau, City Attorney

Signature

TITLE: Vice President

TITLE: _____

I certify that I know or have satisfactory evidence that Nancy Backus and Shawn Campbell were the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **MAYOR** and **CITY CLERK** of the CITY OF AUBURN to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated _____

Notary Public in and for the State of Washington
My appointment expires _____

I certify that I know or have satisfactory evidence that Benjamin Brodsky and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President of JCT Hudson Distr. Center LLC, a corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated 07/10/2020

Sareichando by
SAREICHANTO LY

Notary Public in and for the State of Washington
My appointment expires 06/02/2024

SAREICHANTO LY
Notary Public
State of Washington
My Commission Expires
June 2, 2024

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Exhibit 1
Payback Agreement PBK18-0004

Above this line reserved for recording information.

BILL OF SALE
FAC17-0013

Reference # (if applicable):	N/A
Grantor/Borrower:	DCT HUDSON DISTRIBUTION CENTER LLC
Grantee/Assignee/Beneficiary:	CITY OF AUBURN
Legal Description/STR:	Section 35, Township 22N and Range 4E
Assessor's Tax Parcel ID #:	352204-9027 & 352204-9022

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN DOLLARS (\$10.00), and for the consideration of incorporating the Extension into the City system, and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Grantor, **DCT HUDSON DISTRIBUTION CENTER LLC** does by these presents hereby convey, setover, assign, transfer and warrant to the City of Auburn, a Municipal Corporation of the State of Washington: **1 traffic signal, 1 sanitary sewer lift station**, and all appurtenances or any other associated public facility as shown on the public facility extension plans referred to as or any other associated public facility as shown on the public facility extension plans referred to as **FAC17-0013**, the **DCT Hudson Distribution Center Traffic Signal and Sewer Lift Station**.

Situated within the following described real property, located in King County:

See EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE
A PART HEREOF.

and the said it has full power to convey the same and that it will defend the title of the said Grantee against any and all persons lawfully making claim thereto, and indemnify the City of Auburn for any costs, including Attorney fees in defending title.

SIGNATORY – DCT HUDSON DISTRIBUTION CENTER LLC

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer(s) this 22 day of November, 2019.

DCT HUDSON DISTRIBUTION CENTER LLC
a Delaware limited liability company

By: Prologis, L.P.
a Delaware limited partnership
its sole member

By: Prologis, Inc.
a Maryland corporation
its general partner

By: Bruce
Signature

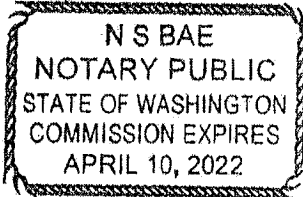
Name: Benjamin Brodsky
Print

Title: Vice President

STATE OF WASHINGTON)) ss
COUNTY OF KING)

I certify I have known or have satisfactory evidence that Benjamin Brodsky is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledge as the Vice president of **DCT HUDSON DISTRIBUTION CENTER LLC**, a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 22, 2019



Notary Public in and for the State of Washington
residing at Belleue, WA
My appointment expires 04/10/2022

EXHIBIT A
LEGAL DESCRIPTIONS

PARCEL A:

ALL OF THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNIT, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTH 27.50 FEET THEREOF.

TRACT A:

THE SOUTH 27.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35; AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 204.50 FEET; THENCE NORTH 88°25'24" EAST ALONG THE SAID NORTH LINE 280.44 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING.

AND

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2
Payback Agreement PBK18-0004

Legal Description of Developer's Property

TAX PARCEL 352204-9022

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35 A DISTANCE OF 1291.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND; THENCE NORTH 87°54'40" EAST ALONG THE SAID NORTH LINE 485.12 FEET; THENCE SOUTH 00°28'40" EAST 817.24 FEET; THENCE SOUTH 88°29'26" WEST 491.80 FEET TO THE TRUE POINT OF BEGINNING. _____

TAX PARCEL 352204-9027

THE EAST HALF OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE, ALONG THE SECTION LINE, SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1291.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST, ALONG THE SAID NORTH LINE, 808.85 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID SECTION, 804.24 FEET; THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 2 (continued)
Payback Agreement PBK18-0004

Map of Developer's Property

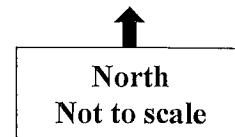
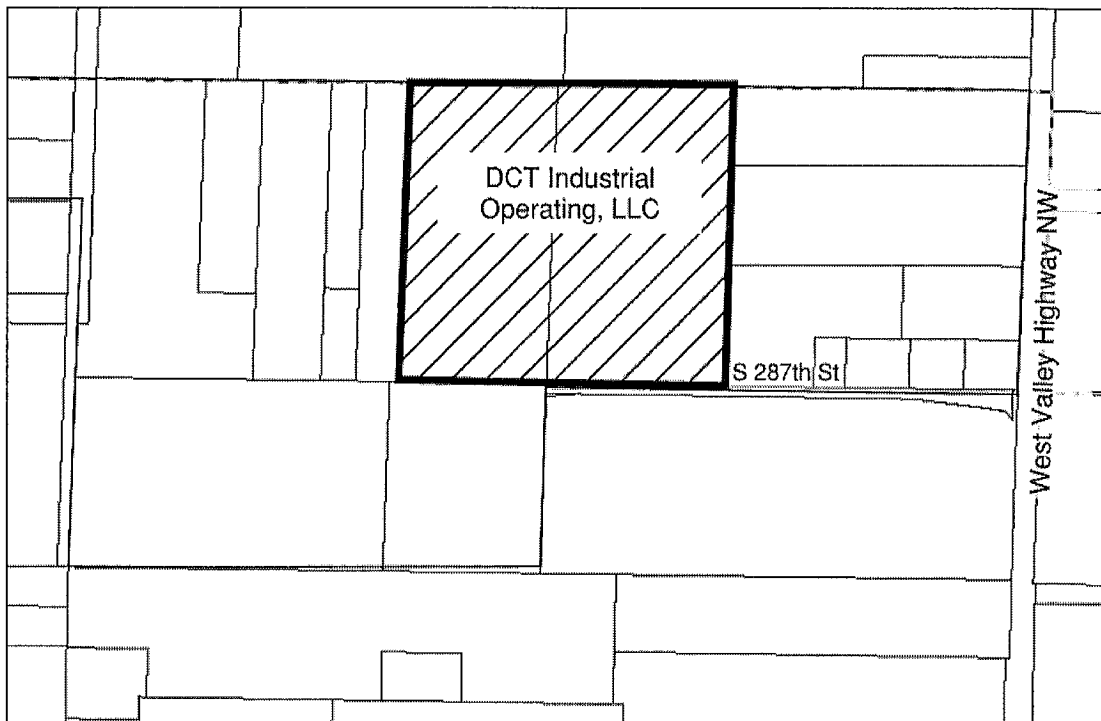


Exhibit 3
Payback Agreement PBK18-0004

Facilities Constructed

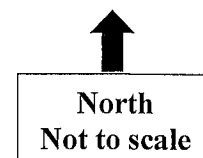
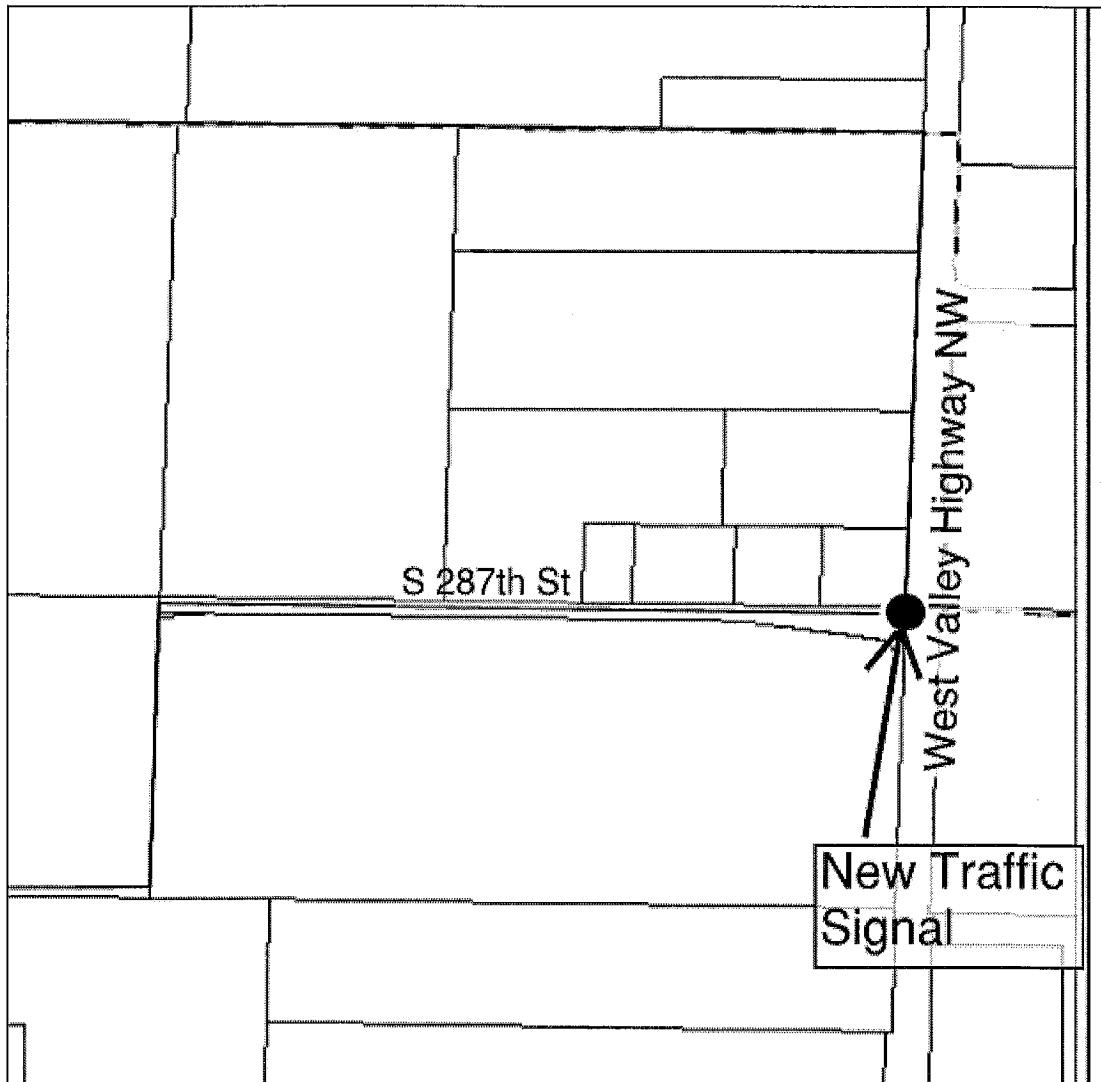


Exhibit 4
Payback Agreement PBK18-0004

Legal Description of Assessment Reimbursement Area and Benefited Properties

TRAFFIC SIGNAL PAYBACK AGREEMENT AREA LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 04 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF FOR WEST VALLEY HIGHWAY AS CONVEYED BY DEEDS RECORDED UNDER KING COUNTY RECORDER'S NUMBERS 9303312470 AND 9303080455. EXCEPT THAT PORTION CONVEYED TO THE CITY OF AUBURN BY DEED RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20190225000744. EXCEPT THAT PORTION CONVEYED FOR STIEGLER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946. EXCEPT FOR TRACT A AND PARCEL A OF CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA14-0006, RECORDED UNDER KING COUNTY RECORDER'S NUMBER 20160601900006, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH; THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2620957.

TOGETHER WITH; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

**TRAFFIC SIGNAL PAYBACK AGREEMENT BENEFITED PROPERTIES
LEGAL DESCRIPTIONS**

TAX PARCEL 352204-9012

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, EXCEPT THE SOUTH 80 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF. DEEDED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 813104; AND EXCEPT ROADS

TAX PARCEL #352204-9015 PARCEL A:

THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.53 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35;
THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°27'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING;
THENCE SOUTH 88°29'36" WEST 482.91 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 326.32 FEET THEREOF; ALSO
EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W. M., DESCRIBED AS FOLLOWS: THE WEST 326.32 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT NORTH 0°09'00" WEST 516.18 FEET DISTANCE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST;
THENCE NORTH 0°09'00" WEST 799.31 FEET;
THENCE NORTH 87°54'40" EAST 485.16 FEET;
THENCE SOUTH 804.24 FEET TO A POINT NORTH 88°29'26" EAST AND 482.91 FEET DISTANT FROM THE POINT OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONDEMNED FOR STEIGLEDER ROAD, ALSO KNOWN AS 59TH AVENUE SOUTH, UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 88946.

TAX PARCEL #352204-9020

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT ROAD. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9023

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED IN VOLUME 1416 OF DEEDS, PAGE 159, UNDER AUDITOR'S FILE NO. 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TRACT 250 FEET; THENCE NORTH 88°20'26" EAST 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TAX PARCEL #352204-9025

THE SOUTH 516.8 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., LESS THE EAST 1751.72 FEET AND LESS THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE, EAST 112 FEET FROM THE CORNER OF THE PROPERTY; THENCE EAST ALONG THE NORTH PROPERTY LINE TO THE NORTHEAST CORNER; THENCE SOUTH ALONG THE EAST PROPERTY LINE TO THE SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH PROPERTY LINE, 134.2 FEET; THENCE NORTH 129.4 FEET; THENCE SOUTH 85-8-7.748 WEST 71.85 FEET; THENCE SOUTH 35-32-15.64 WEST, 91.73 FEET; THENCE NORTH 75-19-24.98 WEST, 66.13 FEET, THENCE NORTH 52-1-42.22 WEST, 158.4 FEET; THENCE NORTH 64-37-20.12 WEST, 131.5 FEET; THENCE NORTH 27-48-19.85 WEST, 346.1 FEET TO THE POINT OF BEGINNING, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL #352204-9028

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 88°29'26" WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 30.00 FEET;
THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 516.18 FEET;
THENCE SOUTH 88°29'26" WEST 150 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING 88°29'26" WEST 150 FEET;
THENCE NORTHERLY PARALLEL WITH EASTERLY LINE OF SAID SECTION A DISTANCE OF 135 FEET;
THENCE NORTH 88°29'26" EAST 150.00 FEET;
THENCE SOUTHERLY 135.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9029

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION BEARS NORTH 88°29'26" EAST 1,321.29 FEET; THENCE RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

SOUTH LINE OF SAID SECTION, 430.43 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 516.18 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 88°29'26" EAST ALONG SAID SOUTH LINE 430.43 FEET TO THE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9030

THE WEST 3 1/2 ACRES OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.; AND RUNNING
THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35,
1291.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 812.44 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, AS THE SAME IS NOW BOUNDED AND FENCED ON THE GROUND;
THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE, 808.85 FEET;
THENCE SOUTH 804.24 FEET;
THENCE NORTH 88°29'26" EAST 808.60 FEET TO THE TRUE POINT OF BEGINNING; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9042

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°09'00" WEST 799.31 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 87°54'40" EAST 485.16 FEET, MORE OR LESS, TO A POINT 2,130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANT FROM THE PLACE OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE PLACE OF BEGINNING;
EXCEPT THE WEST 326.31 FEET; AND
EXCEPT THE SOUTH 243 FEET; TOGETHER WITH AN EASEMENT OVER AND ACROSS THE EAST 11.5 FEET OF THE SOUTH 243 FEET OF THE FOLLOWING DESCRIBED TRACT:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 E.W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 0°09'00" WEST 516.18 FEET DISTANT FROM SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°09'00" WEST A DISTANCE OF 799.31 FEET TO NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER;
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SOUTHEAST QUARTER, NORTH 87°54'40" EAST, A DISTANCE OF 485.16 FEET, MORE OR LESS, TO A POINT 2130.55 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 35;
THENCE SOUTH 804.24 FEET, MORE OR LESS, TO A POINT 516 FEET FROM THE SOUTH LINE OF SAID SECTION 35 AND NORTH 88°29'26" EAST 482.91 FEET DISTANCE FROM THE POINT OF BEGINNING;
THENCE SOUTH 88°29'26" WEST 482.91 FEET TO THE POINT OF BEGINNING;
EXCEPT THE WEST 326.31 FEET THEREOF; ALSO
EXCEPT THAT PORTION, IF ANY, LYING WITHIN THAT CERTAIN TRACT OF LAND CONVEYED TO TITLE AND TRUST COMPANY INSTRUMENT RECORDED UNDER RECORDING NUMBER 1863993.

TAX PARCEL #352204-9043

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET;
THENCE NORTH 516.18 FEET;
THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,695.45 FEET TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 35, 808.34 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35;
THENCE SOUTH 87°54'40" WEST 120 FEET;
THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO THE INTERSECTION WITH A LINE WHICH BEARS SOUTH 88°29'26" WEST 120 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°29'26" EAST 120 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT FOR ROAD, NOW CALLED SOUTH 287TH STREET.

TAX PARCEL #352204-9046

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 516.18 FEET; THENCE SOUTH 88°29'26" WEST 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°29'26" WEST 174 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 135 FEET; THENCE NORTH 88°29'26" EAST 174 FEET TO A POINT 135 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION 135 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9047

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 325.49 FEET;
THENCE NORTH 0°28'40" WEST 329.65 FEET;
THENCE NORTH 87°54'40" EAST 478.02 FEET MORE OR LESS TO A POINT FROM WHICH THE EAST LINE OF SAID SUBDIVISION BEARS NORTH 87°54'40" EAST 354.51 FEET;
THENCE SOUTH 0°28'40" EAST 199.59 FEET MORE OR LESS TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 88°29'26" WEST;
THENCE SOUTH 88°29'26" WEST 149.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THENCE NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9056 PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET; THENCE SOUTH 88°29'26" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 35, 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ON SAID LINE 558.34 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE SOUTH 87°54'40" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 156, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 558.34 FEET, MORE OR LESS, TO A POINT SOUTH 88°29'26" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING;

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

PARCEL B:

AN EASEMENT FOR ROAD PURPOSES OVER THE WESTERLY 10 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 35;
THENCE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH 516.18 FEET;
THENCE SOUTH 88°29'26" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, 1,815.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 250 FEET PARALLEL TO THE EAST LINE OF SAID SECTION 35;
THENCE SOUTH 88°29'26" WEST 100 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO ANDREW NELSON BY DEED RECORDED VOLUME 1416 OF DEEDS, PAGE 159, UNDER RECORDING NUMBER 2504087, RECORDS OF SAID COUNTY;
THENCE SOUTH ALONG THE EASTERLY LINE OF SAID ANDREW NELSON TRACT 250 FEET; THENCE NORTH 88°29'26" EAST 100 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TAX PARCEL #352204-9058

THE SOUTH 80 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF DEEDED TO KING COUNTY, WASHINGTON, FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO 813104, AND EXCEPT ROADS SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL #352204-9059

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON; EXCEPT COUNTY ROAD.

TAX PARCEL #352204-9067

THE NORTH 135 FEET OF THE SOUTH 651.18 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET FOR ROAD; AND EXCEPT COUNTY ROAD.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TAX PARCEL #352204-9082

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON; THENCE SOUTH 88°29'26" WEST ALONG THE SOUTH LINE THEREOF 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET; THENCE SOUTH 88°29'26" WEST 474 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 135 FEET; THENCE SOUTH 88°29'26" WEST 90 FEET; THEN NORTH 0°28'40" EAST 135 FEET; THENCE NORTH 88°29'26" EAST 90 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9038

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 2620957

TAX PARCEL #352204-9039

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 651.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 202.90 FEET; THENCE SOUTH 87°54'40" WEST 324.50 FEET; THENCE SOUTH 0°28'40" EAST 199.82 FEET; THENCE NORTH 87°54'40" EAST 324.50 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TAX PARCEL #352204-9049

THE NORTH 271.0 FEET OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88° 29' 26" WEST 30 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 516.18 FEET TO THE TRUE POINT OF BEGINNING;
RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 608.90 FEET; THENCE SOUTH 87° 54' 40" WEST 804.77 FEET; THENCE SOUTH 0° 28' 40" EAST 600.65 FEET; THENCE NORTH 88° 29' 26" EAST 799.49 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit 4 (Continued)
Payback Agreement PBK18-0004

TAX PARCEL #352204-9021

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 88°29'26", WEST 30 FEET;
THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 1,125.08 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION, 216.64 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 87°54'40" WEST ALONG THE SAID NORTH LINE, 806.58 FEET; THENCE SOUTH 0°28'40" EAST, 216.59 FEET; THENCE NORTH 87°54'40" EAST PARALLEL TO SAID NORTH LINE, 804.77 FEET TO THE TRUE PLACE OF BEGINNING.

Exhibit 5
Payback Agreement PBK18-0004

Assessment Reimbursement Area

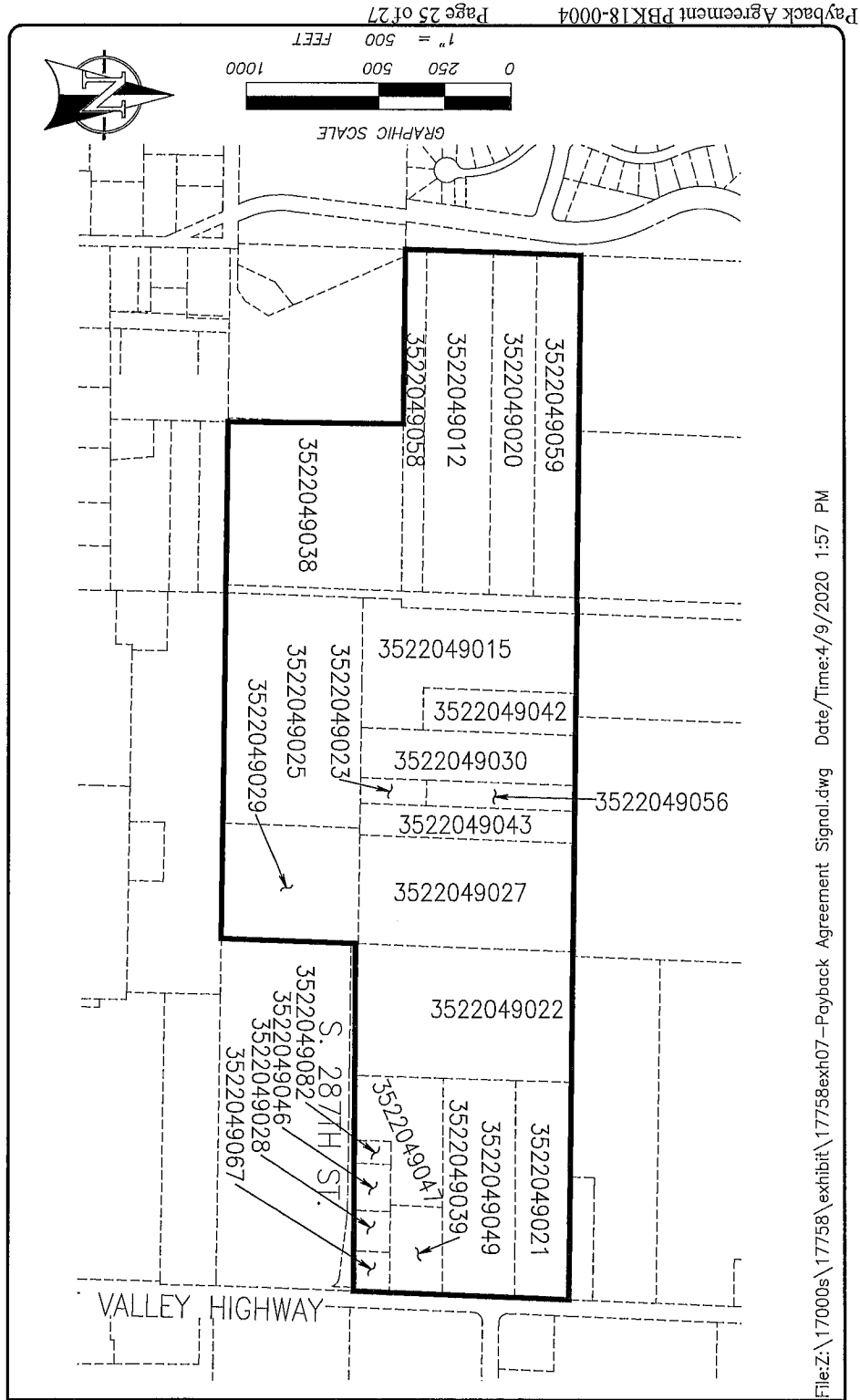


Exhibit 6
Payback Agreement PBK18-0004

Benefiting Properties Reimbursement Fees

Signal Total Cost: \$601,189.17

Cost per added estimated New Vehicle Trip: \$119.52

	Parcel Number	Zoning / Use	Buildings or Building Area (SF)	Anticipated Added Trips	Proposed Estimated Assessment (%)	Assessment Amount
1	352204-9012	R5	5	48	0.95%	\$5,736.99
2	352204-9015	M1	69587.1	348	6.92%	\$41,593.21
3	352204-9020	M1	42144.3	211	4.19%	\$25,218.87
4	352204-9021	M1	73507.5	368	7.32%	\$43,983.62
5	352204-9022 ¹	M1	0	0	0.00%	\$0.00
6	352204-9023	M1	10781.1	54	1.07%	\$6,454.12
7	352204-9025	M1	91737.36	459	9.13%	\$54,860.01
8	352204-9027 ¹	M1	287832	1439	28.61%	\$171,990.30
9	352204-9028	M1	8428.86	42	0.83%	\$5,019.87
10	352204-9029	M1	17641.8	88	1.75%	\$10,517.82

	Parcel Number	Zoning / Use	Buildings or Building Area (SF)	Anticipated Added Trips	Proposed Estimated Assessment (%)	Assessment Amount
11	352204-9030	M1	61942.32	310	6.16%	\$37,051.42
12	352204-9039	M1	28030.86	140	2.78%	\$16,732.90
13	352204-9042	M1	36655.74	183	3.64%	\$21,872.29
14	352204-9043	M1	16661.7	83	1.65%	\$9,920.22
15	352204-9046	M1	9801	49	0.97%	\$5,856.51
16	352204-9047	M1	52141.32	261	5.19%	\$31,194.91
17	352204-9049	M1	96441.84	482	9.58%	\$57,608.98
18	352204-9056	M1	21562.2	108	2.15%	\$12,908.24
19	352204-9058	R5	3.25	31	0.62%	\$3,705.14
20	352204-9059	M1	42144.3	211	4.19%	\$25,218.87
21	352204-9067	M1	8428.86	42	0.83%	\$5,019.87
22	352204-9082	M1	5096.52	25	0.50%	\$2,988.02
23	352204-9038	R5	5	48	0.95%	\$5,736.99
1. These parcels belong to DCT Hudson Distribution Center				5030	100.00%	\$601,189.17