



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
 ENVIRONMENTAL COORDINATOR
 11511 MAIN ST., P.O. BOX 90012
 BELLEVUE, WA 98009-9012

DETERMINATION OF NON-SIGNIFICANCE

PROPONENT: Chestnut Hill Academy 2

LOCATION OF PROPOSAL: 13717 SE 26th Street

DESCRIPTION OF PROPOSAL: To convert an office building currently under construction to a school for K-8 instruction. No exterior changes are proposed to the approved structure. Site improvements will include associated parking, landscaping and play area.

FILE NUMBER: 06-123694 LA

The Environmental Coordinator of the City of Bellevue has determined that this proposal does not have a probable significant adverse impact upon the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(C). This decision was made after the Bellevue Environmental Coordinator reviewed the completed environmental checklist and information filed with the Land Use Division of the Department of Planning & Community Development. This information is available to the public on request.

- There is no comment period for this DNS. There is a 14-day appeal period. Only persons who submitted written comments before the DNS was issued may appeal the decision. A written appeal must be filed in the City Clerk's office by 5:00 p.m. on _____.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS. There is a 14-day appeal period. Only persons who submitted written comments before the DNS was issued may appeal the decision. A written appeal must be filed in the City Clerk's Office by 5 p.m. on July 26, 2007.
- This DNS is issued under WAC 197-11-340(2) and is subject to a 14-day comment period from the date below. Comments must be submitted by 5 p.m. on _____. This DNS is also subject to appeal. A written appeal must be filed in the City Clerk's Office by 5 p.m. on _____.

This DNS may be withdrawn at any time if the proposal is modified so that it is likely to have significant adverse environmental impacts; if there is significant new information indicating, or on, a proposals probable significant adverse environmental impacts (unless a non-exempt license has been issued if the proposal is a private project); or if the DNS was procured by misrepresentation or lack of material disclosure.

Carrie V. Heeler
 Environmental Coordinator

7-12-07
 Date

OTHERS TO RECEIVE THIS DOCUMENT:

- State Department of Fish and Wildlife
- State Department of Ecology,
- Army Corps of Engineers
- Attorney General
- Muckleshoot Indian Tribe



City of Bellevue
Department of Planning and Community Development
Development Services Division Staff Report

Proposal Name: **Chestnut Hill Academy 2**

Proposal Address: 13717 SE 26th Street

Proposal Description: To convert an office building currently under construction to a school for K-8 instruction. No exterior changes proposed to the approved structure. Site improvements will include associated parking, landscaping and play area.

File Number: **06-123694 LA**

Applicant: Bright Horizons Family Solutions

Decisions Included: Administrative Conditional Use, Process II

Planner: Antoinette Pratt, Senior Planner, (425) 452-5374

State Environmental Policy Act
Threshold Determination: **Determination of Non-Significance (DNS)**

Carol V. Helland

Carol V. Helland
Environmental Coordinator

Director's Decision: **Approval with Conditions**

Carol V. Helland Dir

Matthew A. Terry, Director
Department of Planning and Community Development

Application Date: September 29, 2006
Public Notice (500 feet): October 26, 2006 and April 26, 2007
Public Meetings: November 9, 2006 and May 10, 2007
Minimum Comment Periods: November 9, 2006 and May 10, 2007
Bulletin Publication Date: **July 12, 2007**
Appeal Deadline: **July 26, 2007**

For information on how to appeal a proposal, visit Development Services at City Hall or call (425) 452-4570. Appeal of the Decision must be made by 5 p.m. on the date noted for appeal of the decision.



City of Bellevue
Department of Planning and Community Development
Development Services Division Staff Report

Proposal Name: **Chestnut Hill Academy 2**

Proposal Address: 13717 SE 26th Street

Proposal Description: To convert an office building currently under construction to a school for second to eighth grade instruction. No exterior changes proposed to the approved structure. Site improvements will include associated parking, landscaping and play area.

File Number: **06-123694 LA**

Applicant: Bright Horizons Family Solutions

Decisions Included: Administrative Conditional Use, Process II

Planner: Antoinette Pratt, Senior Planner, (425) 452-5374

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Department of Planning & Community Development ■ 425-452-4570 ■ Hearing Impaired: dial 711
450 110th Avenue NE, Bellevue, WA 98004

I. Request and Project Description

Chestnut Hill Academy 2 requests Administrative Conditional Use approval to conduct the following improvements:

- To convert an existing office building to school from second to eighth grade instruction. This structure is currently under construction. No exterior changes are proposed.
- To create an expanded pick up and drop off area for vehicular storage of 28 vehicles.
- To add two play areas at the south side of the site.
- To modify site landscaping to fit the new parking and traffic circulation necessary for school operation.
- To obtain approval for 450 students. See Section VIII Transportation for discussion regarding the number of students.

See Attachment A plans and drawings.

II. History of Site

Design review was approved on this site for an office building under 00-245492 LD. This site is in transition from single-family residential to the north and northeast. This project was approved but economic considerations delayed its construction. Construction permits subsequently followed for building and clearing and grading (06-106080 BB and 06-106079 GD). The applicant has chosen not to modify the building exterior.

A Declaration of Lot Combination (DLC) was required as a condition of the design review as this site was composed of two separate lots (06-124934 LC). This was necessary as the proposed building would have straddled the lot line. This DLC was filed under King County Recording number 20061129001446.

III. Site Context and Description

Chestnut Hill Academy 2 will be located along the south side of SE 26th Street. Residential uses are located to the north across SE 26th Street. The Puget Power substation is located to the west of this site and an existing office building is located to the east. The office and school will utilize a shared driveway at the northeast corner of this site. A portion of this driveway is located on site but actual access is off-site. The applicant has obtained a joint access easement from the owner of this office building. See Attachment B for joint access agreement. There are two other access lanes which are located east and west of the structure.

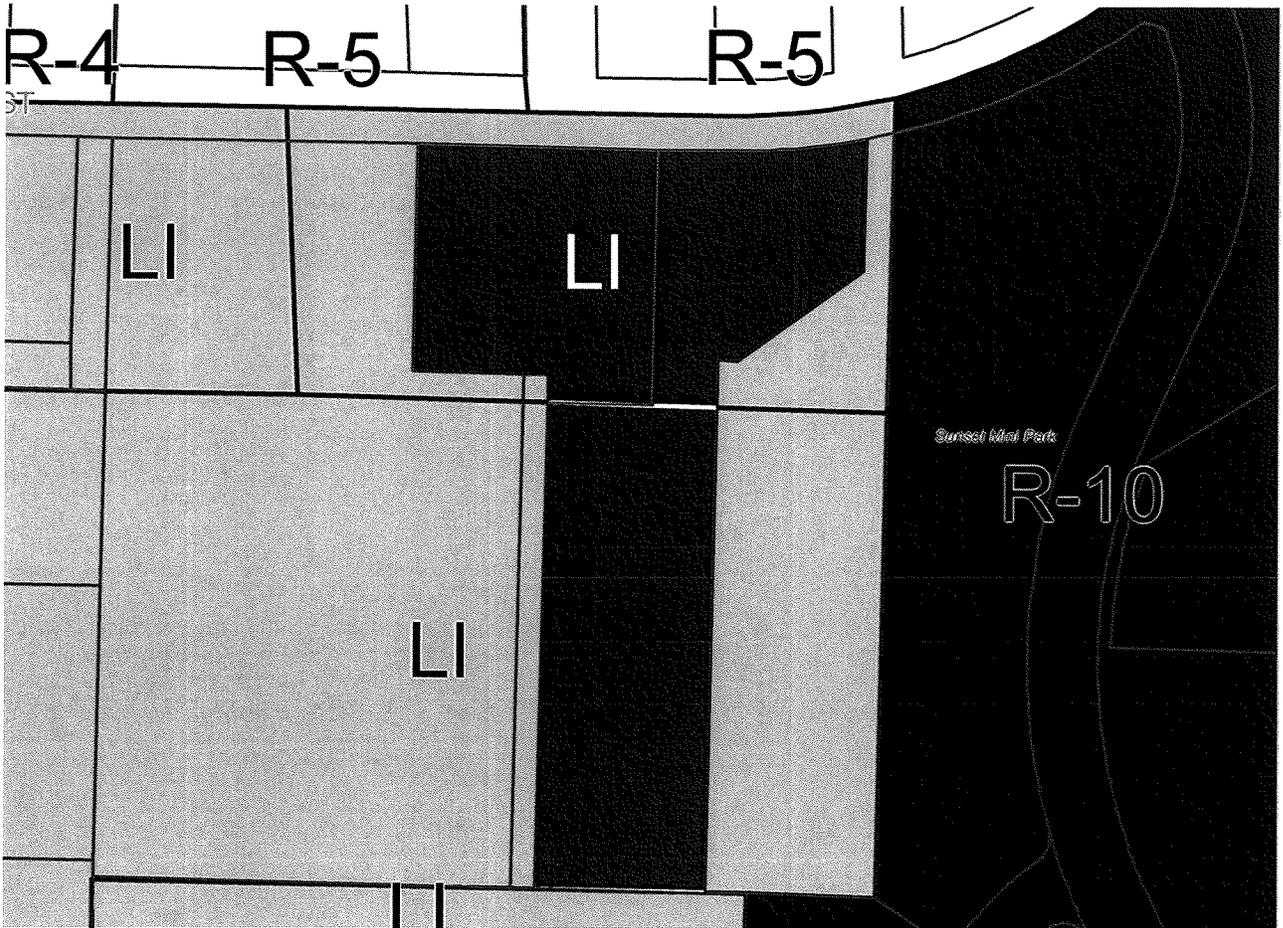
A pedestrian walkway is provided to allow movement around the structure to the play fields to the south and connection to SE 26th Street. This area is shown as a hatched area on sheet A.1.1. This area will need to be formally delineated through identifiable pavement materials, i.e., concrete, etc. See Section XI for related condition.

Any future signs will require a separate sign permit and approval by staff. See Section XI for related condition.

IV. Consistency with Land Use Code/Zoning Requirements

a. General Provisions of the Land Use Code

This site is located within a Light Industrial (LI) zoning district. As such, the Land Use Code (LUC) 20.10.440, Services permits primary and secondary educational facilities subject to prior Administrative Conditional Use approval. The applicant has fulfilled this requirement by submitting this application for review and approval. See map below:



In regards to minimum site standards, the proposal has fulfilled the LUC requirements as shown below:

LAND USE CODE (LUC) REQUIREMENTS

Category	LUC Requirements	Proposal by Applicant
Site Area	10,000 square feet	2.99 acres or 130,244
Parking(1)	Unspecified Use	26 under building parking stalls 74 surface stalls 100 stalls required
Landscaping Perimeter Buffers		
North (front)	10 feet	20 to 30 feet
South (Rear)	10 feet	103 feet
East (side)	10 feet	10 feet
West (side)	10 feet	10 feet
Parking lot Landscaping	1,312.5 square feet	3,476 square feet
Tree Preservation Interior	15% minimum of the existing diameter tree inches= 78 inches	521 diameter inches on site. 385 diameter inches will remain
Tree Preservation Perimeter	100% of diameter inches	100%

b. Schools

LUC Chapter 20.20.740 provides development standards for schools in commercial districts. The dimensional standards approved for the office building are relevant for the proposed school as this is a commercial district and there are no applicable school standards that vary from the underlying zoning district of Light Industrial.

c. Parking Standards

LUC 20.20.590 does not define the number of parking stalls required for an educational facility. As such, this proposal will be classified as an unspecified use per LUC 20.20.590.F.2. The applicant consulted with the Transpo Group who conduct a parking analysis which is dated September 20, 2006 and January 4, 2007 (see file for reports).

The original report submitted by Transpo documented a need for 65 parking stalls for a 450 student body with a staff of 45. Transpo had originally analyzed the existing Chestnut Hill Academy on 116th Avenue NE. This school has an existing student body of 126 students. City staff reviewed this information and determined that this initial study was not adequate given the number of students that would attend this facility. A subsequent study was submitted in January which contained traffic analysis from three existing schools: Open Windows, Three Cedars and the existing Chestnut Hill Academy. This report concludes the following:

¹ See Section IV.c for further discussion regarding parking.

- ✓ A larger queuing lane is proposed from the original site plan to avoid spillover traffic onto SE 26th Street. This lane can hold approximately 28 vehicles. Drivers will enter from the northeast driveway and continue south around the building to the entry along the west elevation.
- ✓ The queue length is separated from the parking areas to allow the drop off lane to function unfettered and at its full capacity.
- ✓ Traffic circulation will rotate clockwise to eliminate the need for students to cross a drive aisle to get to the building entry.
- ✓ A traffic management plan is necessary to ensure continued movement of vehicles to and through the site. This will require a traffic coordinator to continuously monitor on-site traffic and communicate administration expectation regarding parental pick up and drop off activities.
- ✓ Coordinate driver pick up and drop off by utilizing other staff to take/place children in vehicles to eliminate the need for parents to park and get out of their vehicles.
- ✓ Utilize under building parking for staff.
- ✓ Stagger dismissal times as necessary to reduce the number of vehicles on site.
- ✓ The management plan should be reviewed bi-annually in a school year to ensure parking and circulation objectives are being met.

The Department of Transportation has placed an initial student limit on this proposal of 300 for one year to ensure that traffic circulation and parking are functional. Upon completion of this time period, and at the request of the applicant, this site will be reviewed for compliance with necessary traffic standards and the parking solutions identified above. See Sections VI and VIII below for further Transportation discussion.

See Section XII for related conditions.

d. Landscaping

Staff has reviewed the submitted landscaping plan for this proposal and finds that it complies with LUC 20.20.740.A.5.b for schools. Type III landscaping has been provided along all property lines with exception of the southern most portion of the site where the existing critical areas are located. As such, the current plan is approved with this application. The applicant will be required to submit landscape security devices to ensure installation of landscaping and/or maintenance of installed landscaping at the time of Certificate of Occupancy. See Section XII for related condition.

V. Public Comment

E-Mails to date: To date, staff has received several emails on this proposal concerning transportation impacts to the surrounding street system—in particular SE 26th Street.

Public Meetings

The City has held two public meetings and Transportation and Land Use staff have held additional outreach meetings on this proposal as summarized below:

November 9, 2006: The applicant and its consultant team along with representatives from Land Use and Transportation Departments attended this meeting. No one from the public attended.

May 10, 2007: The applicant and its consultants along with representatives from Land Use, Police, and Transportation Departments of the City attended this meeting. There were thirty-eight individuals who signed the sign-in sheet for this meeting. Staff estimates that there were nearly 60 individuals who attended. At this meeting, staff gave an overview of the administrative conditional use review process. There were very few questions addressed to staff regarding process.

The police representative provided an overview of how the Bellevue Police Department (BPD) enforces traffic and assesses penalties for noncompliance with posted speeds.

The transportation reviewer presented a power point presentation to discuss the transportation impacts for this proposal. The presentation included a discussion of the City's concurrency analysis and additional information submitted by the applicant's transportation consultant, the Transpo Group. The following is an overview of the primary questions from this meeting:

Transportation Questions and Responses

1. *Why are left turns proposed on SE 26th Street?*

Response: The left turns are necessary to accommodate a clockwise direction for on-site circulation. On-site circulation must flow in a clockwise direction to allow for the maximum length of on site queuing and to eliminate the need for students to cross the drive aisles during pick-up and drop-off periods.

2. *Can anything be done to reduce vehicle speeds and volumes on nearby residential streets?*

Response: The process to reduce vehicle speeds and volumes on any Bellevue street is outside of the process of development review and approval by the Transportation Department. All requests of this nature are routed to the City's traffic engineer and Neighborhood Traffic Calming Program. People who work with that program can evaluate vehicle speeds and volumes on residential streets and recommend whether traffic calming measures, such as speed humps or informational programs, would be beneficial. A public involvement process is followed to be sure that a majority of neighbors supports the installation of such devices. The program is managed by Karen Gonzalez, phone 425-452-4598. Information regarding the request has been forwarded to her. Police monitoring of the area can also aid speed reduction. Citizens can register their complaints at the following link for Police response: www.bellevuewa.gov/police_comment_form.htm

3. *Summary of response to public comments:*

Response: It was clear by the end of the meeting that the major concern of the attending residents was the left turn exit from the western driveway of the school and the possibility of conflicts with traffic eastbound on SE 26th Street. Overwhelmingly, the residents requested that the western driveway be restricted to right in and right out movements. This request was reviewed by Transportation staff, and the western driveway was modified to be right in and right out only, as this could be done without compromising the on-site circulation flowing in a clockwise

direction. See below for a description of additional restrictions during drop-off and pick-up periods.

VI. City Department Response

The Departments of Transportation, Utilities, Fire, and Clear and Grade have the following comments regarding this proposal:

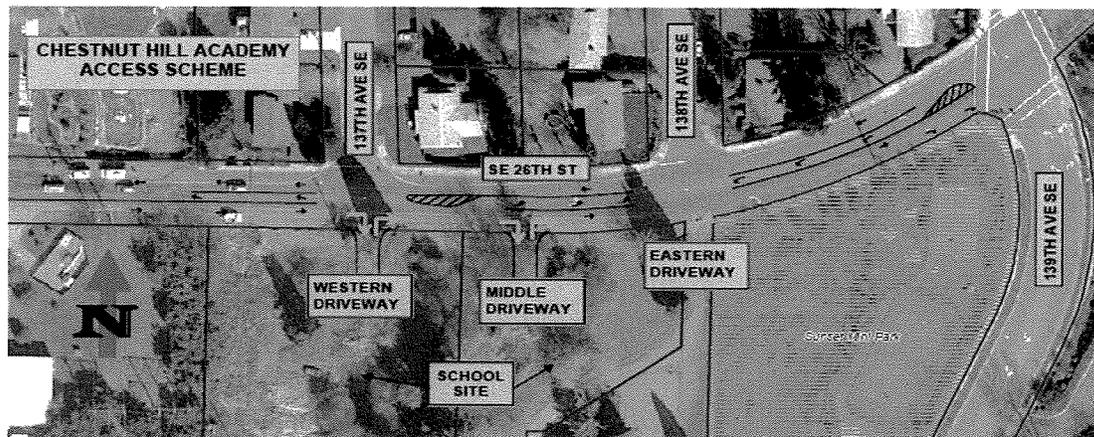
Transportation Department

Site Access

Access to the proposed project will be provided at three driveways connecting to SE 26th Street (also known as Kamber Road) hereafter described as follows:

- Western driveway - located directly across from 137th Avenue SE.
- Middle driveway - located approximately 90 feet east of the western driveway.
- Eastern driveway - located opposite of 138th Avenue SE.

See aerial depiction below:



(figure 1 Access and Channelization Plan)

For the major part of the day, the western and middle driveways will be restricted to right in / right out only to eliminate conflicts with eastbound traffic on SE 26th Street and right turns from opposing neighborhood streets. The eastern driveway is a shared driveway not owned by the school and therefore turn restrictions cannot be imposed there. The school has been granted full ingress and egress rights at all times by the property owner of that driveway.

During pick-up and drop-off times, the western driveway shall be designated as right turn exit only, the middle driveway shall be blocked off entirely, and the eastern driveway shall be designated as enter only (for school traffic). These restrictions will force on-site circulation to flow in a clockwise direction. Since the school's main pedestrian access faces west, clockwise circulation will create the maximum length of

on-site queuing distance (approximately 890 feet of on-site queuing with a capacity of storing 60 cars). In addition, a clockwise flow will enhance separation of school traffic from the non-school traffic on SE 26th Street and will also eliminate the need for students to cross the drive aisles during pick-up and drop-off periods.

All driveway restrictions shall be enforced by signing. The City may reinforce these restrictions at any time with the construction of c-curb and median islands.

See Sections XI and XII for related conditions.

Utilities Department

The Utilities Department has approved this proposal. No further utility permits are necessary for this proposal.

Clear and Grade

The Clear and Grade Division has approved this proposal. Any future clear and grade modifications can be made under the existing permit, GD-06-106109 or with a new application.

Fire Department

1. Provide automatic fire sprinklers throughout the building designed per NFPA 13.
2. The 3rd floor roof ceiling void may require automatic sprinkler protection. The roof insulation is separated only by the steel decking which is not a thermal barrier.
3. Review with the sprinkler designer for compliance with NFPA 13, 2002 Edition and/or the insulation provider for UL listing or other approval.
4. The clear space around sprinkler pipe drops shall be 1 inch minimum.
5. A Fire Department Connection (FDC) shall be installed with a fire hydrant located within 50 feet of the FDC.
6. Provide a fire alarm notification system throughout the building.
7. Provide a manual fire alarm system per IFC 907.2.3 or the meet one of the exceptions.
8. A water flow (fire) alarm system shall be installed..
9. All roadways and driveways shall be designed to support a fire apparatus with a gross weight of 64,000 lbs. (rear axle = 48,000 lbs. and front axle = 19,000 lbs.) and detention vaults shall be designed for a point loading of 48,000 lbs. over an 18 inch square area for ladder truck outriggers.
10. Standpipe hose outlets shall be located on stairway intermediate landings.

See Section XII for related conditions.

VII. Changes to Proposal as a Result of Staff Review

- ✓ The applicant conducted a Preapplication meeting with the City on June 1, 2006. At that time the Departments of Transportation and Planning and Community Development noted the number of parking stalls proposed (50) and the proposed vehicular circulation.

- Staff concluded that 50 stalls was not enough to handle access issues needed during pick-up and drop-off.
- ✓ On September 26, 2006, the Administrative Conditional Use application was submitted with 65 parking stalls and the queuing lane embedded within the parking lot which was of initial concern to the Transportation Department.
 - ✓ A consolidated revision letter was then sent to the applicant on November 6, 2006, stating that the submitted site design did not adequately address parking and traffic circulation to and through the site and that a complete site re-design was necessary because the proposal, in its current form, was not approvable.
 - ✓ On February 7, 2007, the applicant re-submitted the site plan with an extensive queuing lane for 28 vehicles that was not embedded within the parking lot. An additional 35 parking stalls were included to increase parking from 65 to 100.
 - ✓ The children's play area for the smaller children was relocated from its original east location across drive aisles to the south to provide direct pedestrian access to this area. Chain link fences will be provided for both play fields.

VIII. State Environmental Policy Act (SEPA)

The environmental review indicates no probability of significant adverse environmental impacts resulting from the proposal. Issuance of a Determination of Non-Significance (DNS) is the appropriate threshold determination under the State Environmental Policy Act (SEPA) requirements.

Adverse impacts which are less than significant are usually subject to City Codes or Standards which are intended to mitigate those impacts. Where such impacts and regulatory requirements correspond, no further documentation is necessary. For other adverse impacts which are less than significant, Bellevue City Code Section 22.02.140 provides substantive authority to mitigate impacts disclosed through the environmental review process.

A. Earth

Building permit 06-106080 BB and Clearing and grading permit 06-106079 GD were issued for construction of the office building. Since the school is now the tenant for this building, the existing clearing and grading permit only includes that portion of the clearing that was originally approved under the previous approval. To complete the remaining portion of the field, 8,000 square feet, the applicant may revise the existing permit or apply for a new clearing and grading permit.

There is the potential for erosion and sedimentation impacts for the construction of the play field. The Clearing and Grading Code BCC 23.76 contains adequate standards and requirements to mitigate expected impacts to earth resources due to erosion and sedimentation during construction.

B. Water

There are two existing wetlands and a stream on this site. Adolfson Associates reviewed these areas with the original approval in 1998. A subsequent report was required for this

application to update this report. Talasaea Consultants, Inc. conducted an update of this site January 26, 2007.

In regards to the critical areas on site, the small wetland is located in the area where the large play field is proposed. It is 187 square feet in size and unregulated. The larger wetland is located along the south property line and continues off-site. This wetland is approximately 2,215 square feet in size and was regulated with the previous approval. The stream is located adjacent to this wetland and flows east/west along the south property boundary and eventually flows into East Creek, a tributary to Richard's Creek which is a salmonid bearing stream. Given the on-site sensitivities, this area was designated as a Native Growth Protection Area (NGPA) with a requirement to record this designation to preserve its existence. Recording of the NGPA has not yet taken place so as a condition of approval of this application, the applicant shall record the NGPA as shown on the submitted site plan. See Section XII for related condition.

This proposal seeks to modify the original NGPA area to locate a play field in this area. Staff has determined that this proposal is subject to the new Critical Areas Ordinance for wetland and stream setbacks as an undeveloped site since the NGPA had not been filed. The stream is now classified as a Type N rather than the previous Type 1 and the wetland is now classified as a Category III rather than a Type B as previously designated. However, the small wetland remains unregulated as a Category IV wetland and may be removed to locate the play field under current standards.

The submitted site plan proposes a 50 foot stream setback and a 60 foot wetland setback. The 60 foot wetland setback controls as it is the largest. However, the applicant proposes an additional 73 foot setback for a total critical area setback of 103 feet. Staff concurs with this setback and requires recording of the new NGPA with this application as discussed above.

C. Noise

Chestnut Hill Academy 2 is located adjacent to a residential neighborhood that is approximately 80 feet to the north; construction activities will be limited to the normal hours of construction which are 7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. If the school desires to work outside of these hours, a written request should be submitted two weeks prior to the time requested. Construction hours listed will be required to be placed on signage visible to all contractors on site. Approval shall be granted through a separate noise permit process. See Section XI for related condition.

D. Transportation

Introduction

The Transportation Department has completed its review of the Chestnut Academy 2 proposal and recommends approval based on the comments and conditions listed in the Sections XI and XII of this report. Maximum student body for the school shall be capped at 300 students. The 300 student cap is based on a ratio of one parking space per two students (staff parking needs are included in this ratio). This ratio was derived from trip generation and parking demand analyses of similar private schools located in the City.

The Chestnut Academy 2 School design includes 100 parking spaces with an additional storage capacity of 60 cars through on-site queuing areas. Based on these quantities, it is reasonable to assume that the 300 student cap will allow the school to meet the requirements of City Code Section 14.60.180 which stipulates that parking lot circulation shall occur on site and not on public streets.

Initially, the applicant requested a maximum student body of 450 students. Using the formulation described above, this would require that the school provide a vehicle storage capacity of 225 vehicles on site. The applicant indicated that providing 225 parking stalls was not feasible due to preferred design and economic constraints. Therefore, the City has instituted a "two-phased" approval for this project per City Code Section 20.30E.165 which states: *"The City may impose periodic review requirements as a condition of permit approval. (Ord.3848, 11-16-87, § 4)"*.

Additional enrollment beyond the initial 300 student cap will require an official request to the City. Approval to the maximum of 450 will be based on a thorough review of the school's history of traffic impacts based on one full school year operating with 280 to 300 students. A traffic impact analysis study documenting the school's transportation management program will be required at that time.

To assist in the operational analysis for the school, the City required the applicant to submit a Transportation Impact Study performed by a professional traffic consultant. The Transpo Group was hired by the applicant to fulfill this submittal requirement. The study was published in April of 2007 and is available in the project file.

The applicant will establish a transportation mitigation fund to ensure that funding for additional mitigation is available to the City from the time of issuance of this Administrative Conditional Use approval to future approval of enrollment increases (beyond the 300 student cap). In addition, the school will be required to employ a transportation coordinator to manage efficient drop-off and pick-up activities and act as a liaison between the school and the City and Bellevue residents regarding the school's transportation impacts.

Access to the school is provided by three driveways connecting to SE 26th street. Two of the three driveways have been conditioned with turn restrictions (right-out, right-in only, with additional exit and entrance only restrictions during pick-up and drop-off activities).

Long Term Impacts and Mitigation

The City forecasts long term impacts of new development via comparisons of trip generation and land use totals (determined by development review) with predicted land use totals listed in the Environmental Impact Statement of the City's Transportation Facilities Plan (TFP). Based on this analysis, mitigation for transportation impacts usually translates to funding for transportation facilities listed in the TFP.

The Chestnut Hill Academy 2 project is located within the boundaries of Transportation Analysis Zone (TAZ) # 216. Currently, this TAZ shows no projections for additional Institutional Use (this category covers Government, Hospital and School use) but instead assumed an additional 32,676 of industrial use. It is recognized that sometimes TFP assumptions will not be accurate in terms of actual land use vs. predicted land use;

however, the TFP is updated every two years at which time land use projections can be adjusted to meet current growth trends. With this considered, as well as the large future growth assumption for TAZ #216, the long-term transportation impacts are fully mitigated by payment of traffic impact fees, as described below.

Traffic impact fees are used by the City to fund street improvement projects to alleviate traffic congestion caused by the cumulative impacts of development throughout the City. Payment of the transportation impact fee, as required by BCC 22.16, contributes to the financing of transportation improvement projects in the current adopted Transportation Facilities Plan, and is considered to be adequate mitigation of long-term traffic impacts.

Mid-Range Impacts and Mitigation

Project impacts anticipated to occur in the next six years are assessed through a concurrency analysis. The Traffic Standards Code (BCC 14.10) requires that development proposals generating 30 or more p.m. peak hour trips undergo a traffic impact analysis to determine if the concurrency requirements of the State Growth Management Act are maintained.

To ensure a conservative transportation analysis for this project, the City used a maximum student body count of 450 students and a trip generation of 0.79 trips per student resulting in a generation of 356 new p.m. peak hour trips (school operating hours will extend into the p.m. peak hours).

City staff distributed and then assigned project-generated trips to the street network using the City's EMME-2 travel forecasting model with the current Capital Investment Program network. By adding the expected project-generated trips to the traffic volumes in the model, the area average levels of service were determined. To create a baseline condition for comparison, the levels of service were also determined using traffic volumes without the project-generated trips. In this project analysis neither the maximum area-average levels of service nor the congestion allowances were exceeded as a result of traffic generated from this proposal. Therefore, the proposed development passes the concurrency test. The concurrency test results are included in the Transportation Department file for this development.

The rules of concurrency reservation are outlined in the Traffic Standards Code Director's Rules, updated May 23, 2001. The Transportation Department Director has issued a decision that this development project complies with the requirements of the Traffic Standards Code (BCC 14.10). This decision reserves 356 p.m. peak hour trips to that project, subject to Process II appeal of either the concurrency determination or the administrative conditional use decision. A building permit application (File No. 06-106080 BB) was issued for this site on September 21, 2006. This concurrency reservation is in effect for the duration of the corresponding school use at this site. See Attachment C for Certificate of Concurrency.

Short Term Operational Impacts and Mitigation

City staff analyzed the short term operational impacts caused by this proposal in order to determine appropriate mitigation to offset the traffic impacts of school traffic. Analysis

included access design and on site circulation / vehicle storage capacity during peak student arrival and departure times.

Access to the site is via an arterial street (SE 26th Street) shared by a large residential area to the north. To eliminate left turn conflicts with the adjacent traffic flow, all access driveways exclusive to the school (the western and middle driveways) are restricted to right-in/right-out only, with additional restrictions imposed during peak traffic times (see figure 1 driveway layout).

The Chestnut Academy 2 School will provide daycare programs that will extend into the a.m. and p.m. peak hour periods. To minimize traffic impacts to peak hour traffic conditions, adequate on-site circulation area and controlled entrances and exits from and to the adjacent traffic stream are key. During peak student arrival and departure times, school staff will direct school traffic to work with assigned driveways dedicated as enter only (eastern driveway), blocked off (middle driveway), and exit only (western driveway) to enforce a clockwise, on-site, rotation of queued vehicles (see figure 1 for driveway layout). The clockwise rotation, in conjunction with the driveway assignments, will create a safe and efficient means for pedestrian access to school (since the school entrance is located on the west side of the building) and discourage the use of SE 26th Street or nearby residential streets as queuing or waiting areas. To further discourage the use of SE 26th Street as a waiting area, the south side of the street will be signed "No Parking or Waiting."

Channelization on SE 26th Street will be modified to force a clockwise rotation on-site as well as work with the driveway restrictions. Initial installation will use raised pavement markers, striping, and traffic buttons. The City reserves the right to modify the channelization plan if warranted in the future. Modifications may include replacing the raised pavement markers with c-curb and curbed median islands.

Further analysis regarding bus circulation will be conducted by Transportation Department staff. Separation of bus traffic from private vehicle traffic on site is desirable.

See Sections XI and XII for related conditions.

IX. Decision Criteria for an Administrative Conditional Use

The Director may approve or approve with modifications an application for Administrative Conditional Use if it complies with the decision criteria of Land Use Code Section 20.30E.140. After conducting the various administrative reviews of this project, including Comprehensive plan goals and policies and the Land Use Code provisions, the following conclusions are made with regard to the Administrative Conditional Use decision criteria.

The approval of an Administrative Conditional Use may at any time be revoked if the use of on-site facilities is changed from the stated application. See Section XII for related condition. The criteria are as follow:

1. The Administrative Conditional Use is consistent with the Comprehensive Plan.

This proposal is located within the Eastgate Subarea. The Comprehensive Plan designation for this site is Light Industrial, which is consistent with the zoning classification of LI for this property.

This proposal is consistent with the Comprehensive Plan Policies/discussions as presented below:

Policy S-EG-2: "Evaluate the impacts on parking, nonmotorized circulation, and site access when uses that have high trip generation or unusual traffic patterns are proposed".

Response: As discussed in Sections IV.d and VI for parking and transportation circulation, this proposal complies with City standards necessary for this facility to operate at this location. City staff has reviewed reports submitted by the Transpo Group and concurs with their findings. As such, this proposal will continue to be consistent with this policy upon completion of this proposal.

Policy S-EG-13: "Reduce parking spillover from commercial uses to maintain safety standards.

Response: The applicant will provide an extensive lane for drop off and pick up activities on this site. The lane is capable of holding 28 cars in a queue. In addition to this, school staff will enhance this by directing traffic internally and aiding children to and from parent vehicles. The school administration will be responsible for utilizing a traffic management plan to ensure that drop off and pick up activities do not cause spillover traffic onto SE 26th Street. See Section XII for related condition.

Policy S-EG-19: "Maximize the use of existing vegetation and topography to separate and buffer different land uses."

Response: This site is separated by residential uses to the north by SE 26th Street. Topography for this site prior to construction sloped downward from east to west. Slopes have now been modified for construction of the existing office building to create a building pad and level areas for associated parking per the design review approval for this site. Landscaping for this site will be modified to fit school landscaping standards. Type III landscaping is required along frontage and internal property lines. However, this will not be applied to the southern most portion of the property where the existing wetland is located. This area will remain untouched in its natural form within a Native Growth Protection Area (NGPA).

2. The design is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity.

The school administration has chosen not to make any changes to the existing structure that is currently under construction with exception of building color. Staff have reviewed and approved the color change for this structure. The original color for this building was a light gray metal roof with siding. The applicant has chosen to substitute the gray for "leaf green" per email correspondence of December 6, 2006.

Upon approval of this permit, a tenant improvement (07-103899 BZ) will be completed on the interior of the structure to convert the office use to a school. This permit is now in review by City staff. It should be mentioned that there is an existing office tenant improvement on this proposal—07-119309 BZ. This permit will be canceled upon completion of this permit in favor of 07-103899 BZ. See Section XII for related condition.

Given the minor changes above, the design of the structure conforms to the original design review approval for this site and corresponds to the intended character of this neighborhood.

3. The Administrative Conditional Use will be served by adequate public facilities, including streets, fire protection and utilities.

The site will be served by adequate public facilities including fire protection and utilities.

4. The Administrative Conditional Use will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

As conditioned, this proposal will not be a detriment to the adjacent neighborhood based upon the parking and circulation changes as implemented by the Departments of Transportation and Planning and Community Development. See Section XII for related conditions.

5. The Administrative Conditional Use complies with the applicable requirements of this Code.

School facilities are permitted within Light Industrial Districts as an Administrative Conditional Use. As conditioned, the proposal meets the requirements of the LUC. See Sections XI and XII for related conditions.

X. Decision of the Director

After conducting the various administrative reviews associated with this proposal, including applicable Land Use consistency, SEPA, and City Code and Standard compliance reviews, the Director of Planning and Community Development does hereby **APPROVE WITH CONDITIONS:**

XI. Conditions of Approval Prior to Issuance of a Tenant Improvement Permit:

A. General Conditions

- 1. Vehicular Access Restrictions:** Access to this site from SE 26th Street will be restricted to right-in / right-out only at the western and middle driveways. During a.m. and p.m. peak hours of student arrivals and departures, the western driveway shall be further restricted to exit only via right turns out, the middle driveway shall be blocked, and the eastern shared driveway will be entrance only (for school traffic).

AUTHORITY: BCC 14.60.150
Reviewer: Ray Godinez, (425) 452-7915

2. **Signs:** A separate sign package shall be submitted to PCD for staff review and approval. Any proposed sign shall be architecturally compatible with the existing building.

AUTHORITY: BCC 22B.10.040.B.1,2
Reviewer: Antoinette Pratt, (425) 452-5374

3. **Construction Hours:** To continue construction activities (noise in excess of the limitations) outside of normal construction hours which are 7:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Chestnut Hill Academy shall file a written request two weeks prior to the time requested for City review and approval. Construction hours listed will be required to be placed on signage visible to all contractors on site. Approval shall be granted through a separate noise permit process.

AUTHORITY BCC 9.18.040
Reviewer: Antoinette Pratt (425) 452-5374

4. **Pedestrian Walkway:** A pedestrian walkway has been shown as a hatched area on sheet A.1.1. This area shall be formally delineated through interesting pavement materials, i.e., concrete, etc.

AUTHORITY: LUC 20.20.590.K.8
Reviewer: Antoinette Pratt (425) 452-5374

XII. Conditions of Approval Prior to Certificate of Occupancy:

1. **Landscape Installation Assurance Device:** If a Temporary Certificate of Occupancy is requested prior to completion of the landscaping installation the applicant shall file with PCD a landscape installation assurance device equal to 150% of the cost of labor and materials for any landscaping that has not yet been installed.

AUTHORITY: LUC 20.40.490
Reviewer: Antoinette Pratt, (425) 452-5374

2. **Landscape Maintenance Assurance Device:** The applicant shall file with PCD a landscape maintenance assurance device in the form of an assignment of savings or letter of credit for 20% of the cost of labor and materials for all landscaping on the site.

AUTHORITY: LUC 20.40.490
Reviewer: Antoinette Pratt, (425) 452-5374

3. **Revocation of Administrative Conditional Use permit:** Approval of an Administrative Conditional Use permit may at any time be revoked if the use of on-site facilities, traffic pattern/parking or transportation methods are changed from the submitted application.

AUTHORITY: LUC 20.30E.175.B
Reviewer: Antoinette Pratt, (425) 452-5374

4. **Fire Sprinklers:** Provide automatic fire sprinklers throughout the building designed per NFPA 13.

AUTHORITY: IFC 903
Reviewer: Adrian Jones, (425) 452-6032

5. **Automatic sprinkler protection:** The 3rd floor roof ceiling void may require automatic sprinkler protection. The roof insulation is separated only by the steel decking which is not a thermal barrier. Review with the sprinkler designer for compliance with NFPA 13, 2002 Edition and/or the insulation provider for UL listing or other approval.

AUTHORITY: IBC 2603
Reviewer: Adrian Jones, (425) 452-6032

6. **Sprinkler Pipe:** The clear space around sprinkler pipe drops shall be 1 inch minimum per references to IBC.

AUTHORITY: IBC 1621.1.3
Reviewer: Adrian Jones, (425) 452-6032

7. **Fire Department Connection:** FCD shall be installed with a fire hydrant located within 50 feet of the FDC.

AUTHORITY: IBC 903.d
Reviewer: Adrian Jones, (425) 452-6032

8. **Fire Alarm Notification:** Provide a fire alarm notification system throughout the building.

AUTHORITY: BCC 5675
Reviewer: Adrian Jones, (425) 452-6032

9. **Fire Alarm System:** Provide a manual fire alarm system per IFC 907.2.3 or the meet one of the exceptions.

AUTHORITY: IFC 907.2.3
Reviewer: Adrian Jones, (425) 452-6032

10. **Water Flow Fire Alarm System:** A waterflow (fire) alarm system shall be installed as required.

AUTHORITY: IFC, NFPA 72 and Bellevue Fire Department Development Standards
Reviewer: Adrian Jones, (425) 452-6032

- 11. Fire Apparatus:** All roadways and driveways shall be designed to support a fire apparatus with a gross weight of 64,000 lbs. (rear axle = 48,000 lbs. and front axle = 19,000 lbs.) and detention vaults shall be designed for a point loading of 48,000 lbs. over an 18 inch square area for ladder truck outriggers.

AUTHORITY: BDI 11/90
Reviewer: Adrian Jones, (425) 452-6032

- 12. Stand Pipes:** Stand pipe hose outlets shall be located on stairway intermediate landings.

AUTHORITY: IFC 905
Reviewer: Adrian Jones, (425) 452-6032

- 13. Native Growth Protection Area Recording:** The applicant shall designate the southerly 103 feet as a Native Growth Protection Area (NGPA) to protect existing Type N stream and Category III stream. The NGPA shall be recording with King County's Records and Elections prior to obtaining Certificate of Occupancy for this proposal.

AUTHORITY: LUC 20.25H.075.C
Reviewer: Antoinette Pratt, (425) 452-5374

- 14. Parking and Traffic Circulation:** The school administration shall implement identified parking and traffic circulation improvements as documented within the Transpo Group's January 4, 2007, report. Improvements shall take the form of the following:

- ✓ Site circulation shall be as described in section XI.A. A traffic coordinator shall be used to implement/monitor on-site parking and circulation.
- ✓ Staff shall be coordinated to take/place children in vehicles to eliminate the need for parents to park and get out of their vehicles.
- ✓ Under building parking shall be utilized by staff.
- ✓ Dismissal times shall be staggered to reduce the number of vehicles on site.
- ✓ The management plan shall be reviewed bi-annually by the school administration to ensure parking and circulation objectives are being met.

AUTHORITY: LUC 20.20.590.F.2 and BCC 14.60.80
Reviewer: Antoinette Pratt, (425) 452-5374 and Ray Godinez, (425) 452-7915

- 15. Cancellation of BZ-07-119309:** The tenant improvement permit for office shall be cancelled upon issuance of the tenant improvement permit for school BZ-07-103899.

AUTHORITY: LUC 20.30E.140.E
Reviewer: Antoinette Pratt, (425) 452-5374

- 16. Request To Increase Student Enrollment:** The applicant shall submit a formal request to the City for any student enrollment beyond the initial 300 student cap. The request shall be accompanied by a Transportation Impact Analysis documenting past and forecasted traffic conditions such as parking demand, on-site circulation, traffic impacts to adjacent city streets, and mitigation proposals to off-set additional traffic impacts caused by the increase request. Maximum student body will be limited to 450 students.

AUTHORITY: Comprehensive Policy S-EG-12, BCC 14.60.180, BCC 20.30E.165
Reviewer: Ray Godinez, (425) 452-7915

- 17. On-site Traffic Circulation:** The applicant shall be responsible for immediate mitigation for any pattern of off-site queuing generate by the Chestnut Academy 2 School facility. Mitigation shall be at the discretion of the City.

AUTHORITY: BCC 14.60.180
Reviewer: Ray Godinez, (425) 452-7915

- 18. Transportation Impact Fee:** Payment of the traffic impact fee will be required. The impact fee is estimated to be \$1146.00. This fee is subject to change and the fee schedule in effect at the time of certificate of occupancy issuance will apply.

AUTHORITY: BCC 22.16
Reviewer: Ray Godinez, (425) 452-7915

- 19. Mitigation Fund:** The applicant shall provide to the City a \$30,000 Mitigation Fund in the form of an Assignment of Savings account for future adjustments to the channelization plan at the City's discretion. These funds will be returned (if not used) to the applicant one school year after full enrollment of 430 to 450 students. The applicant may request return of the funds if enrollment beyond 300 students is not anticipated.

AUTHORITY: BCC 14.60.110; BCC 14.60.180
Reviewer: Ray Godinez, (425) 452-7915

- 20. Bus Circulation:** Final determination of the circulation design for school bus use at the site shall be determined by City staff prior to issuance of certificate of occupancy.

AUTHORITY: BCC 14.60.180
Reviewer: Ray Godinez, (425) 452-7915

Attachments

- A. Plans and Drawings
- B. Joint Access Agreement

C. Certificate of Concurrency

ATTACHMENT A
(Plans and Drawings)



29 JUNE 07
 ACU FINAL
 2 FEB 07
 ACU SUBMITTAL
 25 SEP 06
 REVIEW
 18 AUG 06
 PRE-APPLICATION
 18 MAY 06

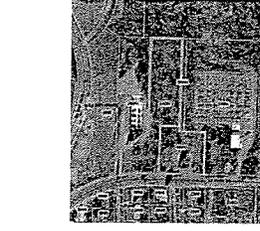
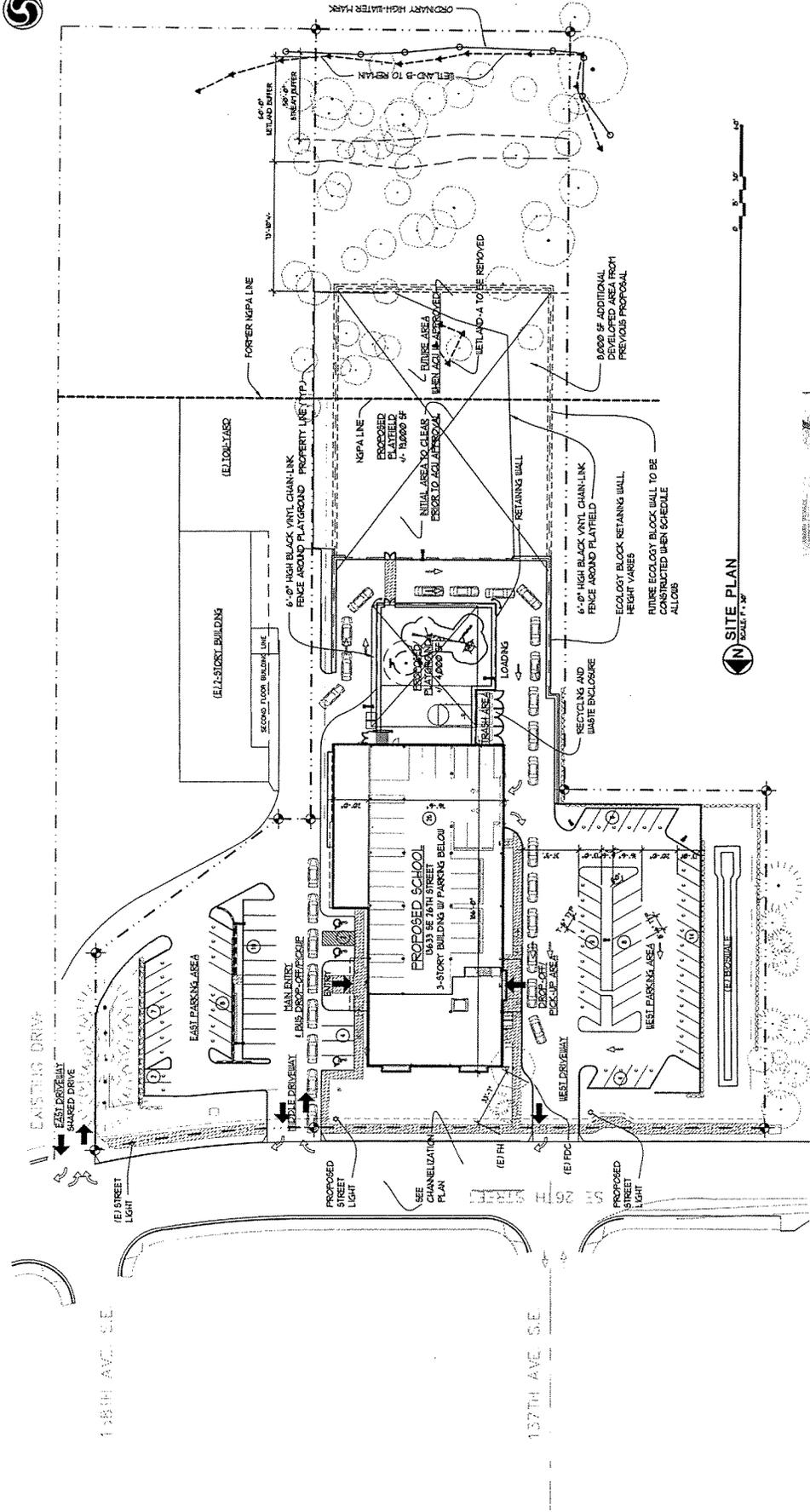
Bright Horizons
 FAMILY SOLUTIONS
CHESTNUT HILL
ACADEMY-II

13633 SE 26TH STREET
 BELLEVUE, WA 98005

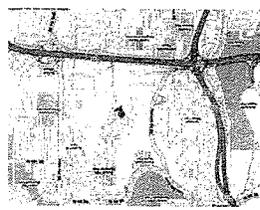
SITE PLAN

SCALE: AS NOTED
 DRAWN: VJV
 CHECKED: AAF
 PROJECT NO: 0301923

A1.1



AERIAL PHOTO



VICINITY MAP

SITE PLAN
 SCALE: 1/8" = 1'-0"

BLDG	USABLE FOOTPRINT	PARKING	TOTAL
P	33,605 SF	10,938 SF	44,543 SF
1	5,436 SF	-	5,436 SF
2	5,301 SF	-	5,301 SF
3	16,661 SF	-	16,661 SF
TOTAL	59,663 SF	10,938 SF	70,601 SF

IMPERVIOUS AREA CALCULATION
 TOTAL SITE AREA • 795 ACRES
 IMPERVIOUS AREA • 127 ACRES • 46.84
 49.58% IMPERVIOUS

CITY ZONING INFORMATION
 BELLEVUE ZONING: LI (LIGHT INDUSTRIAL)
 BELLEVUE COPPLAN: LI (LIGHT INDUSTRIAL)
ENROLLMENT
 ENROLLMENT AT FULL CAPACITY: 450 STUDENTS
 ENROLLMENT AT OPENING: 1,00 TO 1,000 STUDENTS

PARKING
 PARKING PROPOSED: 1,000 SPACES

GENERAL INFORMATION

LOT INFORMATION
 COFFITS DEVELOPMENT CO, LLC
 2756 38TH PLACE EAST
 SEATTLE, WA 98107
 PARCEL NUMBER (PNU): 074995204 • 074995209
 SECTION: 10
 QUARTER SECTION: NU
 TOWNSHIP ID: 24
 RANGE: 5
 LOT (S): 0214
 APPROX. LOT (ACRES): 125

IRRIGATION SCHEDULE

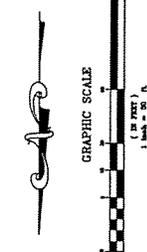
ITEM SYMBOL	MANUFACTURER/CAT #	DESCRIPTION/REMARKS
CONTROL VALVE	RAMBERD 100-PEE, 150-PEE, & 200-PEE	PLASTIC CONTROL VALVE WITH 1/2" NPT PORTS AND 1/2" NPT INLET. INSTALL PER DETAIL.
CONTROLLER	RAMBERD ESP-4G (24)	(1) 24 STATION CONTROLLER. INSTALL IN LOCATION SHOWN ON PLAN. TO CONNECT CORD BY 1-1/2" IRRIGATION WATER METERS. PROVIDE AND INSTALL 1/2" NPT BRASS STRAINER. USE STRAINERS FOR ALL OTHER CONNECTIONS. USE BRASS STRAINER W/100 MESH SCREEN. INSTALL PER DETAIL.
P.A.C.	ITEMCO R50 (1-1/2") AZMA (1-1/2") ITEMCO (1-1/2") RAMBERD 3/4" X 1/2" SP-0 O.L. PVC-SCHEDULE 40 PVC-CLASS 200 PVC-SCHEDULE 40	BACKFLOW PREVENTOR SHUT-OFF VALVE STRAINER DRAIN COUPLER MANHOLE LATERALS SLEEVING MANUAL DRAIN ISOLATION VALVE
CHAMPION	RAMBERD 100-PEE, 150-PEE, & 200-PEE	BRASS STRAINER W/100 MESH SCREEN. INSTALL PER DETAIL.
AZMA	ITEMCO R50 (1-1/2") AZMA (1-1/2") ITEMCO (1-1/2") RAMBERD 3/4" X 1/2" SP-0 O.L. PVC-SCHEDULE 40 PVC-CLASS 200 PVC-SCHEDULE 40	200 PSI THREADED DISK. INSTALL PER DETAIL. BRASS STRAINER W/100 MESH SCREEN. INSTALL PER DETAIL. INSTALL PER DETAIL @ P.O.C. PROVIDE (1) ACT AND (1) O.L. 7" SIZE OR SIZE AS NOTED. SIZE AS NOTED ON PLAN, 3/4" MIN. PROVIDE UNDER ALL HARD SURFACES. PVC-SCHEDULE 40, 1/2" DIA. STRAIGHT BEND ONLY. (SEE DETAIL). RISER TO AT THE LIGHT POINT IN EACH ROOM. (SEE DETAIL). INSTALL IN LOCATIONS SHOWN ON PLAN.

*** POINT OF CONNECTION (P.O.C.)**

APPROXIMATE LOCATION OF P.O.C. SITE UTILITY CONTRACTOR TO PROVIDE. VERIFY AND ADJUST LOCATION PRIOR TO INSTALLATION. PROVIDE P.A.C. COMPONENTS AS SHOWN IN POINT OF CONNECTION DETAIL. VERIFY AND ADJUST LOCATION PRIOR TO INSTALLATION. VERIFY MIN. 50 PSI WATER FLOW AT EACH P.O.C. TO WORK.

*** CONTROLLER**

VERIFY CONTROLLER ROOM BUILDING IN APPROXIMATE LOCATION SHOWN. SEPARATE 15 AMP CIRCUIT AND 120 VOLT AC POWER TO CONTROLLER. PROVIDE (2) 7" CONDUITS FROM CONTROLLER TO NEAREST PLANTING AREA AS SHOWN EXTENDING 24" INTO PLANTING BED, 18" BELOW GRADE. CAP AND FUR.



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
J. Shawn Petersen
Certificate No. 227

L-2.0

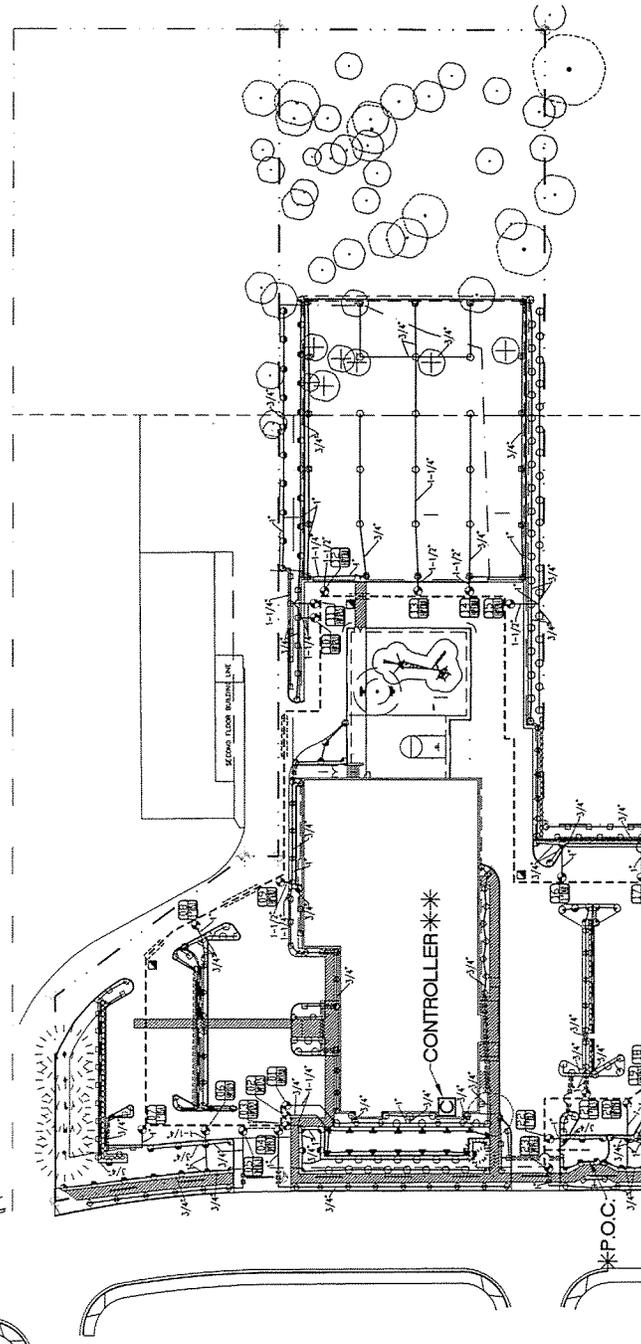
IRRIGATION PLAN

BRIGHT HORIZONS
BELLEVUE, WASHINGTON

PAC LAND
1133 52 Ave. S.
Bellevue, WA 98004
1 (206) 453-8666
www.pacland.com

Issue Date:	06/15/07
Designed By:	RLC
Drawn By:	RLC
Checked By:	TP
Project No.:	70035001

No.:	Date:	By:	Revision Description:
	6-29-07		ACO FINAL



PLANTING NOTES:

1. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR OBTAINING A COPY OF THE PROJECT SPECIFICATIONS PRIOR TO BEGINNING THE PROJECT SPECIFICATIONS ARE A PART OF THESE PLANS AND SHALL BE CONSULTED BY THE IRRIGATION CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING WORK AS SPECIFIED IN THE PROJECT SPECIFICATIONS AND ON THE PLANS.
2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE PLANS.
3. THE IRRIGATION CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK.
4. ALL CONSTRUCTION SHALL CONFORM TO CITY, COUNTY, STATE, AND FEDERAL REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS OR APPROVALS.
5. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.
6. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION, SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT THE PLAN.
7. ALL IRRIGATION SYSTEMS SHALL BE 60 P.S.I. (NOT COMPRESSED).
8. ALL IRRIGATION SYSTEMS SHALL HAVE A BACKFLOW PREVENTOR INSTALLED.
9. IRRIGATION HEADS SHALL BE ADJUSTED FOR COMPLETE COVERAGE WITH MAINLINE SPRAY PATTERNS.
10. IRRIGATION HEADS WITH LAMIN AREAS SHALL BE 4" POP-UP TYPE AND ALL HEADS WITH SHIRB BEDS SHALL BE 12" POP-UP TYPE UNLESS OTHERWISE NOTED.
11. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CORONA OF ANY TREE.
12. IRRIGATION SYSTEM PIPE SHALL BE CLASS 200 PVC PIPE. SIZE IS AS NOTED. SIZE ALL OTHER PIPES AS FOLLOWS:
 0-4 G.P.M. 1/2" CLASS 200 PVC
 4-8 G.P.M. 3/4" CLASS 200 PVC
 8-16 G.P.M. 1" CLASS 200 PVC
 16-25 G.P.M. 1-1/2" CLASS 200 PVC
 25-35 G.P.M. 2" CLASS 200 PVC
 35-50 G.P.M. 2-1/2" CLASS 200 PVC
 50-60 G.P.M. 3" CLASS 200 PVC
 60-75 G.P.M. 3-1/2" CLASS 200 PVC
 75-100 G.P.M. 4" CLASS 200 PVC
 100-150 G.P.M. 5" CLASS 200 PVC
 150-200 G.P.M. 6" CLASS 200 PVC
 200-300 G.P.M. 8" CLASS 200 PVC
 300-400 G.P.M. 10" CLASS 200 PVC
 400-500 G.P.M. 12" CLASS 200 PVC
 500-600 G.P.M. 14" CLASS 200 PVC
 600-750 G.P.M. 16" CLASS 200 PVC
 750-1000 G.P.M. 18" CLASS 200 PVC
 1000-1500 G.P.M. 20" CLASS 200 PVC
 1500-2000 G.P.M. 24" CLASS 200 PVC
 2000-3000 G.P.M. 30" CLASS 200 PVC
 3000-4000 G.P.M. 36" CLASS 200 PVC
 4000-5000 G.P.M. 42" CLASS 200 PVC
 5000-6000 G.P.M. 48" CLASS 200 PVC
 6000-7500 G.P.M. 54" CLASS 200 PVC
 7500-10000 G.P.M. 60" CLASS 200 PVC
 10000-15000 G.P.M. 72" CLASS 200 PVC
 15000-20000 G.P.M. 84" CLASS 200 PVC
 20000-30000 G.P.M. 96" CLASS 200 PVC
 30000-40000 G.P.M. 108" CLASS 200 PVC
 40000-50000 G.P.M. 120" CLASS 200 PVC
 50000-60000 G.P.M. 132" CLASS 200 PVC
 60000-75000 G.P.M. 144" CLASS 200 PVC
 75000-100000 G.P.M. 168" CLASS 200 PVC
 100000-150000 G.P.M. 192" CLASS 200 PVC
 150000-200000 G.P.M. 216" CLASS 200 PVC
 200000-300000 G.P.M. 240" CLASS 200 PVC
 300000-400000 G.P.M. 288" CLASS 200 PVC
 400000-500000 G.P.M. 336" CLASS 200 PVC
 500000-600000 G.P.M. 384" CLASS 200 PVC
 600000-750000 G.P.M. 432" CLASS 200 PVC
 750000-1000000 G.P.M. 480" CLASS 200 PVC
 1000000-1500000 G.P.M. 576" CLASS 200 PVC
 1500000-2000000 G.P.M. 672" CLASS 200 PVC
 2000000-3000000 G.P.M. 768" CLASS 200 PVC
 3000000-4000000 G.P.M. 864" CLASS 200 PVC
 4000000-5000000 G.P.M. 960" CLASS 200 PVC
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 600000000000000000-750000000000000000 G.P.M. 9600" CLASS 200 PVC
 750000000000000000-1000000000000000000 G.P.M. 9696" CLASS 200 PVC
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 1500000000000000000-2000000000000000000 G.P.M. 9888" CLASS 200 PVC
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 3000000000000000000-4000000000000000000 G.P.M. 10080" CLASS 200 PVC
 4000000000000000000-5000000000000000000 G.P.M. 10176" CLASS 200 PVC
 5000000000000000000-6000000000000000000 G.P.M. 10272" CLASS 200 PVC
 6000000000000000000-7500000000000000000 G.P.M. 10368" CLASS 200 PVC
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 10000000000000000000-15000000000000000000 G.P.M. 10560" CLASS 200 PVC
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 30000000000000000000-40000000000000000000 G.P.M. 10848" CLASS 200 PVC
 40000000000000000000-50000000000000000000 G.P.M. 10944" CLASS 200 PVC
 50000000000000000000-60000000000000000000 G.P.M. 11040" CLASS 200 PVC
 60000000000000000000-75000000000000000000 G.P.M. 11136" CLASS 200 PVC
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 150000000000000000000-200000000000000000000 G.P.M. 11424" CLASS 200 PVC
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 400000000000000000000-500000000000000000000 G.P.M. 11712" CLASS 200 PVC
 500000000000000000000-600000000000000000000 G.P.M. 11808" CLASS 200 PVC
 600000000000000000000-750000000000000000000 G.P.M. 11904" CLASS 200 PVC
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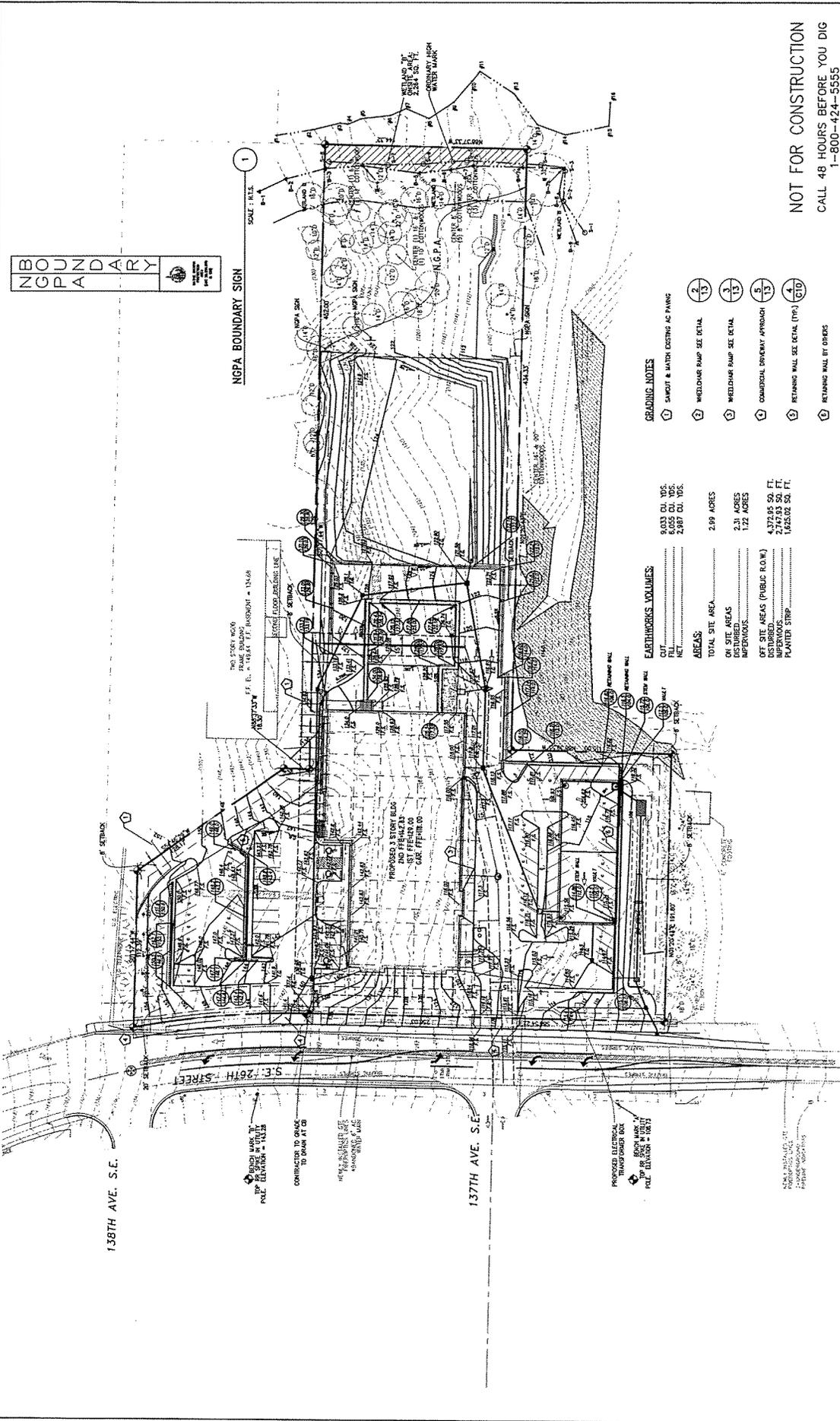
BOUNDARY

NGPA BOUNDARY SIGN

SCALE: 1" = 100'

138TH AVE. S.E.

137TH AVE. S.E.



GRADING NOTES

- 1) EXISTING & MATCH EXISTING ASPHALT
- 2) WHEELCHUR RAMP SEE DETAIL (13)
- 3) WHEELCHUR RAMP SEE DETAIL (13)
- 4) COMMERCIAL DRIVEWAY APPROACH (13)
- 5) RETAINING WALL SEE DETAIL (13)
- 6) RETAINING WALL BY OTHERS (13)

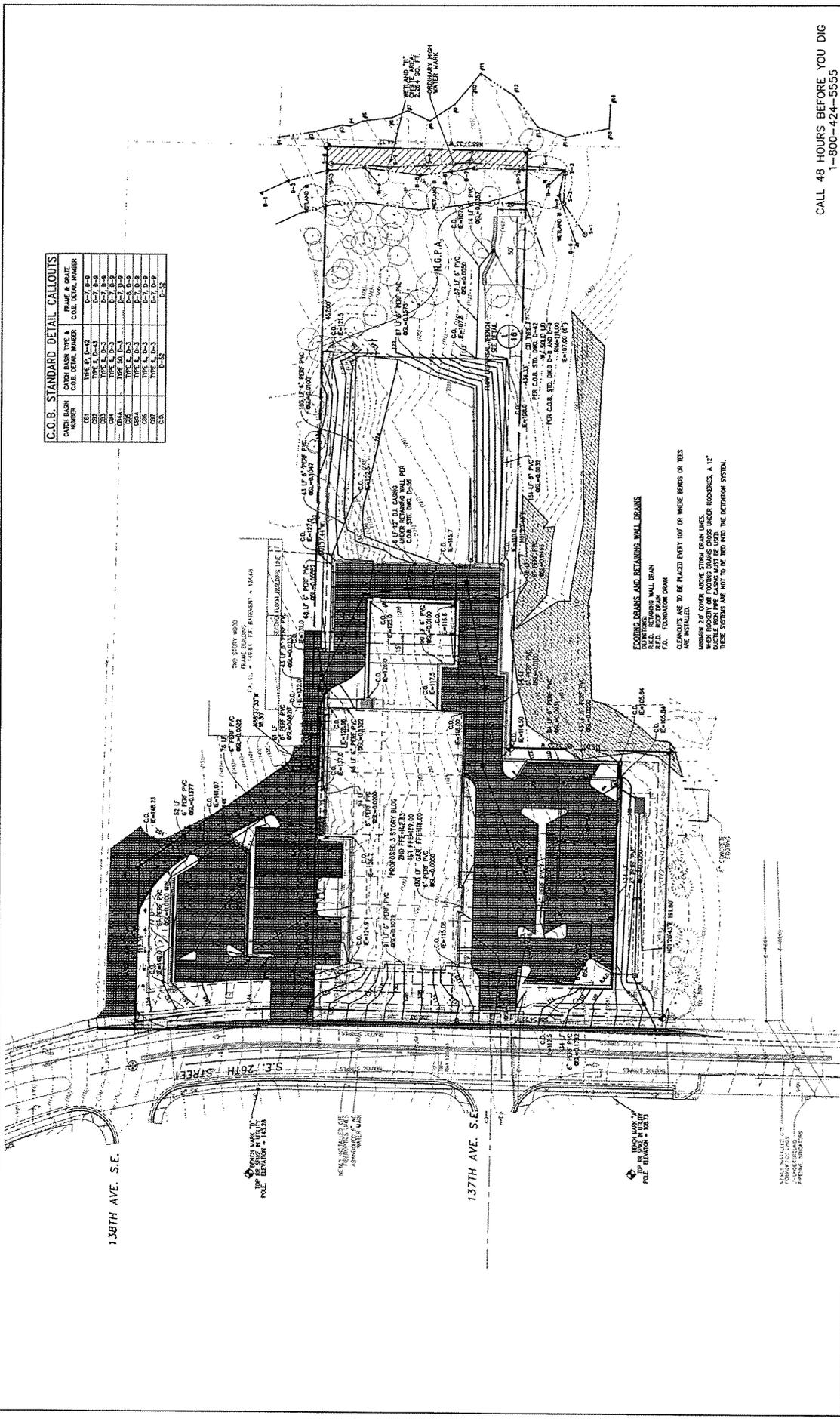
EARTHWORKS VOLUMES

CUT.....	8,033 CU. YDS.
FILL.....	6,055 CU. YDS.
NET.....	2,978 CU. YDS.
AREAS:	
TOTAL SITE AREA.....	2.89 ACRES
ON SITE AREAS.....	2.31 ACRES
OFF SITE AREAS (PUBLIC R.O.W.).....	1.72 ACRES
IMPERVIOUS.....	4,372.95 SQ. FT.
DISTURBED.....	2,749.38 SQ. FT.
PLANTED STRIP.....	1,625.02 SQ. FT.

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1-800-424-5555

<p>DCI ENGINEERS D. AMATO CONVERSANO INC. 10900 NE 4TH STREET - SUITE 1100 BELLEVUE, WA 98004 PHONE: (425) 817-3258 FAX: (425) 817-4886 © Copyright 2007 D'Amato Conversano Inc. All Rights Reserved CONTACT: DARRELL SIMPSON</p>	<p>PROJECT MANAGER: ASK DRAWN BY: DAS CHECKED BY: DB-12-2007 JOB NUMBER:</p>	<p>GRAPHIC SCALE 1" = 100'</p>	<p>SEAL DARRELL SIMPSON REGISTERED PROFESSIONAL ENGINEER NO. 12070 EXPIRES 12/31/08</p>	<p>WASHINGTON CITY OF BELLEVUE</p>	<p>SEC. 10 TWP 24 N 02 E 31 S SHEET 3 OF 18 CIVIL GRADING PLAN</p>															
<p>KAMBER TECHNOLOGY CENTER</p>																				
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APPV.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07/20/07</td> <td>DAS</td> <td>ASK</td> <td>ISSUED FOR BIDDING</td> </tr> <tr> <td>2</td> <td>07/20/07</td> <td>DAS</td> <td>ASK</td> <td>REVISED GRADING TO REDUCE IMPROVEMENTS REQUIRED FOR BIDDING (SEE DETAIL)</td> </tr> </tbody> </table>						NO.	DATE	BY	APPV.	DESCRIPTION	1	07/20/07	DAS	ASK	ISSUED FOR BIDDING	2	07/20/07	DAS	ASK	REVISED GRADING TO REDUCE IMPROVEMENTS REQUIRED FOR BIDDING (SEE DETAIL)
NO.	DATE	BY	APPV.	DESCRIPTION																
1	07/20/07	DAS	ASK	ISSUED FOR BIDDING																
2	07/20/07	DAS	ASK	REVISED GRADING TO REDUCE IMPROVEMENTS REQUIRED FOR BIDDING (SEE DETAIL)																

C.O.B. STANDARD DETAIL CALLOUTS			
CALLOUT NUMBER	TYPE	DETAIL NUMBER	FRAME TO POLE CALL DETAIL NUMBER
001	TYPE 1A	E-101	E-101
002	TYPE 1B	E-102	E-102
003	TYPE 1C	E-103	E-103
004	TYPE 1D	E-104	E-104
005	TYPE 1E	E-105	E-105
006	TYPE 1F	E-106	E-106
007	TYPE 1G	E-107	E-107
008	TYPE 1H	E-108	E-108
009	TYPE 1I	E-109	E-109
010	TYPE 1J	E-110	E-110
011	TYPE 1K	E-111	E-111
012	TYPE 1L	E-112	E-112
013	TYPE 1M	E-113	E-113
014	TYPE 1N	E-114	E-114
015	TYPE 1O	E-115	E-115
016	TYPE 1P	E-116	E-116
017	TYPE 1Q	E-117	E-117
018	TYPE 1R	E-118	E-118
019	TYPE 1S	E-119	E-119
020	TYPE 1T	E-120	E-120
021	TYPE 1U	E-121	E-121
022	TYPE 1V	E-122	E-122
023	TYPE 1W	E-123	E-123
024	TYPE 1X	E-124	E-124
025	TYPE 1Y	E-125	E-125
026	TYPE 1Z	E-126	E-126
027	TYPE 1AA	E-127	E-127
028	TYPE 1AB	E-128	E-128
029	TYPE 1AC	E-129	E-129
030	TYPE 1AD	E-130	E-130
031	TYPE 1AE	E-131	E-131
032	TYPE 1AF	E-132	E-132
033	TYPE 1AG	E-133	E-133
034	TYPE 1AH	E-134	E-134
035	TYPE 1AI	E-135	E-135
036	TYPE 1AJ	E-136	E-136
037	TYPE 1AK	E-137	E-137
038	TYPE 1AL	E-138	E-138
039	TYPE 1AM	E-139	E-139
040	TYPE 1AN	E-140	E-140
041	TYPE 1AO	E-141	E-141
042	TYPE 1AP	E-142	E-142
043	TYPE 1AQ	E-143	E-143
044	TYPE 1AR	E-144	E-144
045	TYPE 1AS	E-145	E-145
046	TYPE 1AT	E-146	E-146
047	TYPE 1AU	E-147	E-147
048	TYPE 1AV	E-148	E-148
049	TYPE 1AW	E-149	E-149
050	TYPE 1AX	E-150	E-150
051	TYPE 1AY	E-151	E-151
052	TYPE 1AZ	E-152	E-152
053	TYPE 1BA	E-153	E-153
054	TYPE 1BB	E-154	E-154
055	TYPE 1BC	E-155	E-155
056	TYPE 1BD	E-156	E-156
057	TYPE 1BE	E-157	E-157
058	TYPE 1BF	E-158	E-158
059	TYPE 1BG	E-159	E-159
060	TYPE 1BH	E-160	E-160
061	TYPE 1BI	E-161	E-161
062	TYPE 1BJ	E-162	E-162
063	TYPE 1BK	E-163	E-163
064	TYPE 1BL	E-164	E-164
065	TYPE 1BM	E-165	E-165
066	TYPE 1BN	E-166	E-166
067	TYPE 1BO	E-167	E-167
068	TYPE 1BP	E-168	E-168
069	TYPE 1BQ	E-169	E-169
070	TYPE 1BR	E-170	E-170
071	TYPE 1BS	E-171	E-171
072	TYPE 1BT	E-172	E-172
073	TYPE 1BU	E-173	E-173
074	TYPE 1BV	E-174	E-174
075	TYPE 1BW	E-175	E-175
076	TYPE 1BX	E-176	E-176
077	TYPE 1BY	E-177	E-177
078	TYPE 1BZ	E-178	E-178
079	TYPE 1CA	E-179	E-179
080	TYPE 1CB	E-180	E-180
081	TYPE 1CC	E-181	E-181
082	TYPE 1CD	E-182	E-182
083	TYPE 1CE	E-183	E-183
084	TYPE 1CF	E-184	E-184
085	TYPE 1CG	E-185	E-185
086	TYPE 1CH	E-186	E-186
087	TYPE 1CI	E-187	E-187
088	TYPE 1CJ	E-188	E-188
089	TYPE 1CK	E-189	E-189
090	TYPE 1CL	E-190	E-190
091	TYPE 1CM	E-191	E-191
092	TYPE 1CN	E-192	E-192
093	TYPE 1CO	E-193	E-193
094	TYPE 1CP	E-194	E-194
095	TYPE 1CQ	E-195	E-195
096	TYPE 1CR	E-196	E-196
097	TYPE 1CS	E-197	E-197
098	TYPE 1CT	E-198	E-198
099	TYPE 1CU	E-199	E-199
100	TYPE 1CV	E-200	E-200
101	TYPE 1CW	E-201	E-201
102	TYPE 1CX	E-202	E-202
103	TYPE 1CY	E-203	E-203
104	TYPE 1CZ	E-204	E-204
105	TYPE 1DA	E-205	E-205
106	TYPE 1DB	E-206	E-206
107	TYPE 1DC	E-207	E-207
108	TYPE 1DD	E-208	E-208
109	TYPE 1DE	E-209	E-209
110	TYPE 1DF	E-210	E-210
111	TYPE 1DG	E-211	E-211
112	TYPE 1DH	E-212	E-212
113	TYPE 1DI	E-213	E-213
114	TYPE 1DJ	E-214	E-214
115	TYPE 1DK	E-215	E-215
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117	TYPE 1DM	E-217	E-217
118	TYPE 1DN	E-218	E-218
119	TYPE 1DO	E-219	E-219
120	TYPE 1DP	E-220	E-220
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123	TYPE 1DS	E-223	E-223
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159	TYPE 1FC	E-259	E-259
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162	TYPE 1FF	E-262	E-262
163	TYPE 1FG	E-263	E-263
164	TYPE 1FH	E-264	E-264
165	TYPE 1FI	E-265	E-265
166	TYPE 1FJ	E-266	E-266
167	TYPE 1FK	E-267	E-267
168	TYPE 1FL	E-268	E-268
169	TYPE 1FM	E-269	E-269
170	TYPE 1FN	E-270	E-270
171	TYPE 1FO	E-271	E-271
172	TYPE 1FP	E-272	E-272
173	TYPE 1FQ	E-273	E-273
174	TYPE 1FR	E-274	E-274
175	TYPE 1FS	E-275	E-275
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179	TYPE 1FW	E-279	E-279
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181	TYPE 1FY	E-281	E-281
182	TYPE 1FZ	E-282	E-282
183	TYPE 1GA	E-283	E-283
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185	TYPE 1GC	E-285	E-285
186	TYPE 1GD	E-286	E-286
187	TYPE 1GE	E-287	E-287
188	TYPE 1GF	E-288	E-288
189	TYPE 1GG	E-289	E-289
190	TYPE 1GH	E-290	E-290
191	TYPE 1GI	E-291	E-291
192	TYPE 1GJ	E-292	E-292
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194	TYPE 1GL	E-294	E-294
195	TYPE 1GM	E-295	E-295
196	TYPE 1GN	E-296	E-296
197	TYPE 1GO	E-297	E-297
198	TYPE 1GP	E-298	E-298
199	TYPE 1GQ	E-299	E-299
200	TYPE 1GR	E-300	E-300



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NO. DATE BY APPR. REVISIONS	DCI ENGINEERS D'AMATO CONVERSANO INC. 10000 NE 4TH STREET - SUITE 1200 PHOENIX, AZ 85724 WEBSITE: www.dciengineers.com © Copyright 2007 by DCI Engineers, Inc. All Rights Reserved. Printed in the U.S.A.		PROJECT MANAGER: ASK DRAWN BY: JAS CHECKED BY: JAS DATE: 06-13-02 JOB NUMBER:	WASHINGTON CITY OF BELLEVUE
			RA: JAS PROJECT MANAGER: ASK DRAWN BY: JAS CHECKED BY: JAS DATE: 06-13-02 JOB NUMBER:	SEC. 10, TWP. 24N, RGE. 3E, SHT. 3A, OF 18 CIVIL FOOTING DRAINAGE PLAN

NATIVE GROWTH PROTECTIVE AREA (NPGA)

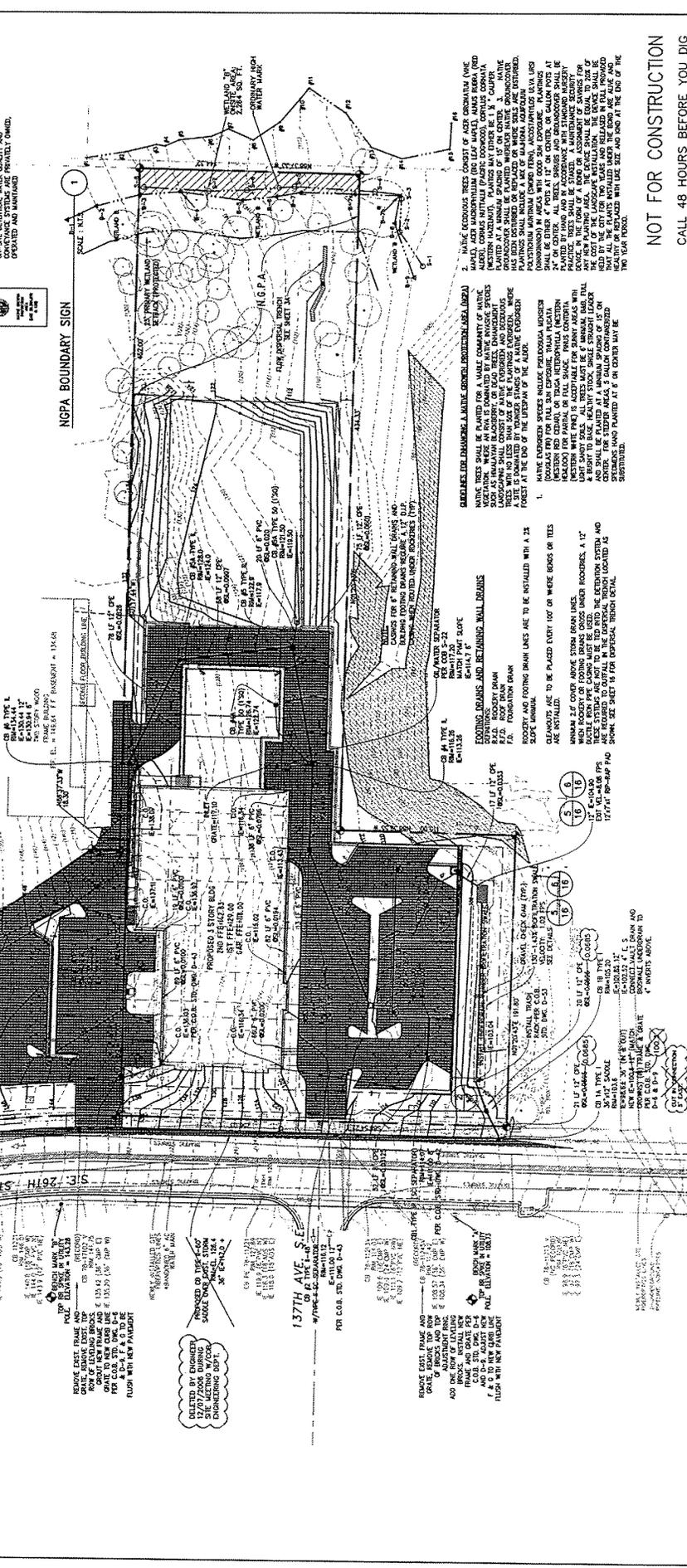
CONSERVATION OF NATIVE GROWTH PROTECTIVE AREAS (NPGA) IS ESSENTIAL TO MAINTAIN THE ECOSYSTEM AND TO PROTECT THE BIODIVERSITY AND RECREATION VALUE OF THE AREA. THE NPGA IS DEFINED AS THE AREA WITHIN WHICH NATIVE GROWTH SPECIES ARE CONCENTRATED AND WHICH ARE OF SIGNIFICANT VALUE TO THE ECOSYSTEM AND RECREATION VALUE OF THE AREA. THE NPGA IS DEFINED AS THE AREA WITHIN WHICH NATIVE GROWTH SPECIES ARE CONCENTRATED AND WHICH ARE OF SIGNIFICANT VALUE TO THE ECOSYSTEM AND RECREATION VALUE OF THE AREA.

BOUNDARY

NGPA BOUNDARY SIGN

C.O.B. STANDARD DETAIL CALLOUTS

CATCH BASIN NUMBER	FRAME & GRATE	COL. DETAIL NUMBER
CB 1	TYPE 4	D-1
CB 2	TYPE 4	D-2
CB 3	TYPE 4	D-3
CB 4	TYPE 4	D-4
CB 5	TYPE 4	D-5
CB 6	TYPE 4	D-6
CB 7	TYPE 4	D-7
CB 8	TYPE 4	D-8
CB 9	TYPE 4	D-9
CB 10	TYPE 4	D-10
CB 11	TYPE 4	D-11
CB 12	TYPE 4	D-12
CB 13	TYPE 4	D-13
CB 14	TYPE 4	D-14
CB 15	TYPE 4	D-15
CB 16	TYPE 4	D-16
CB 17	TYPE 4	D-17
CB 18	TYPE 4	D-18
CB 19	TYPE 4	D-19
CB 20	TYPE 4	D-20
CB 21	TYPE 4	D-21
CB 22	TYPE 4	D-22
CB 23	TYPE 4	D-23
CB 24	TYPE 4	D-24
CB 25	TYPE 4	D-25
CB 26	TYPE 4	D-26
CB 27	TYPE 4	D-27
CB 28	TYPE 4	D-28
CB 29	TYPE 4	D-29
CB 30	TYPE 4	D-30
CB 31	TYPE 4	D-31
CB 32	TYPE 4	D-32



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DRAINAGE MAP
WATER GRID
SEWER GRID

CIVIL
STORM DRAINAGE PLAN

SEC. 10 TWP. 24N. R. 3E. SH. 4 OF 18
U.E. 06-106022

KAMBER TECHNOLOGY CENTER

CITY OF BELLEVUE
WASHINGTON

PROJECT NUMBER: ASK
DRAWN BY: DAS
CHECKED BY: JCB
DATE: 06-04-02

GRAPHIC SCALE
1" = 10' - 0"

DCI ENGINEERS
D'AMATO CONVERSANO INC.
10000 160TH AVE. S.E. SUITE 1200
BELLEVUE, WA 98004
PHONE: (425) 481-2233
FAX: (425) 481-4916
WWW.DCI-ENGINEERS.COM

BOUNDARY

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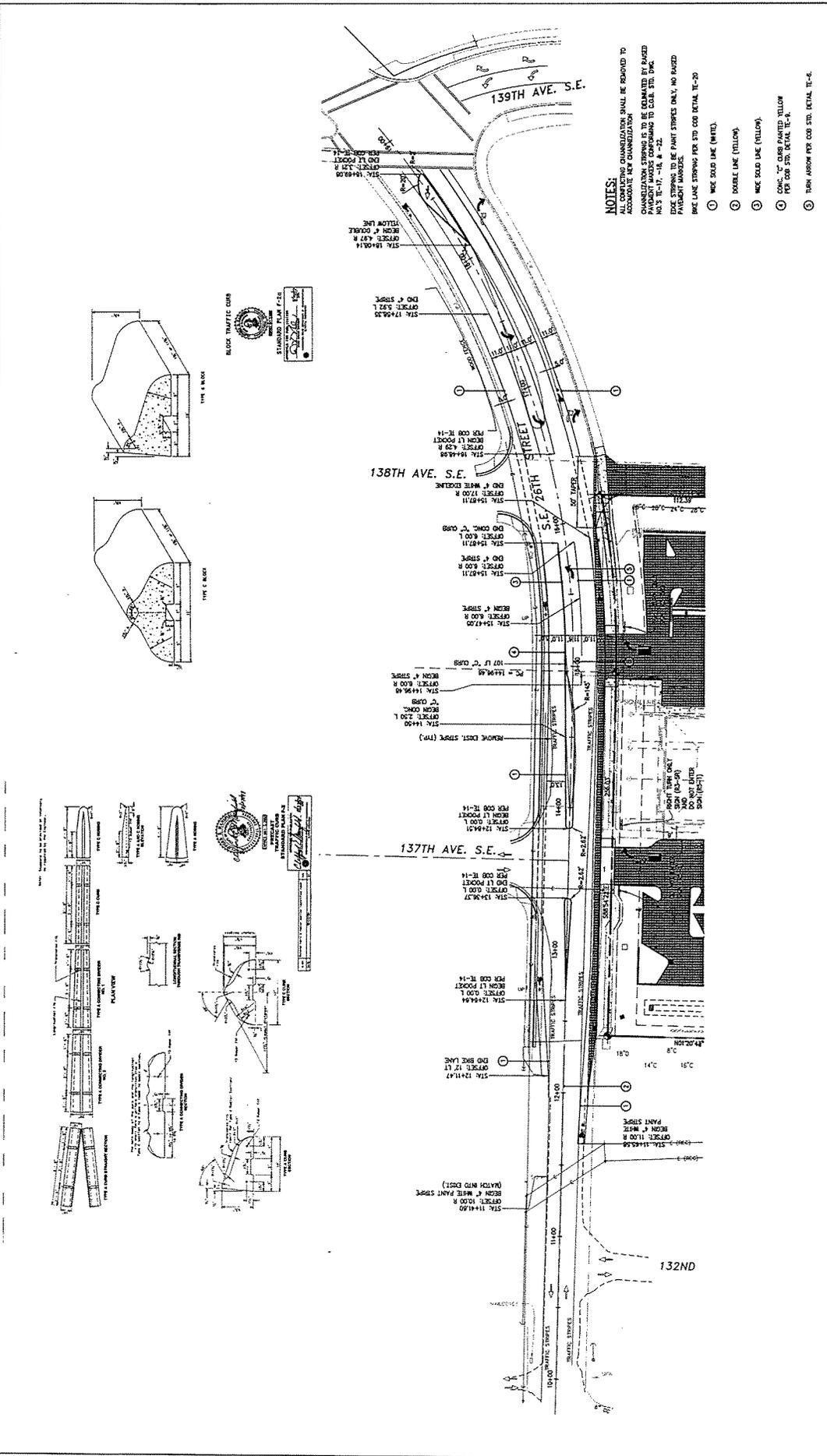
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BELLEVUE, WA 98004
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FAX: (425) 481-4916
WWW.DCI-ENGINEERS.COM

NO.	DATE	BY	APP'D	REVISIONS
1	06-04-02	DAS	JCB	ISSUED FOR PERMIT
2	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
3	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
4	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
5	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
6	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
7	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
8	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
9	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING
10	06-04-02	DAS	JCB	REVISED FOR BRUSH CLEARING



- NOTES:**
 ALL EXISTING CHANNELIZATION SHALL BE REMOVED TO ACCOMMODATE NEW CHANNELIZATION.
 CHANNELIZATION STRIPING IS TO BE COLORED BY BOARD AND PAINTED BY BOARD.
 EDGE STRIPING TO BE PAINT STRIPES ONLY. NO BARRED PAVEMENT MARKERS.
 BKE LANE STRIPING PER STD. DETAIL TE-20
- ① WIDE SHOULDER (WHITE)
 - ② DOUBLE LINE (YELLOW)
 - ③ WIDE SOLID LINE (YELLOW)
 - ④ CONC. "C" CURB PAINTED YELLOW FOR STD. DETAIL TE-4
 - ⑤ TURN ARROW PER STD. DETAIL TE-4

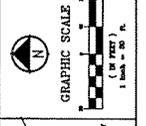
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DRAINAGE MAP	---
WATER GRID	---
SEWER GRID	---
CIVIL	---
KAMBER ROAD (S.E. 26TH)	---
CHANNELIZATION PLAN	---
SEC. 10, TWP. 24N, RGE. 08	SHT. 18 OF 18

KAMBER TECHNOLOGY CENTER

CITY OF BELLEVUE WASHINGTON

DAS PROJECT MANAGER
 ASK
 SWAN DAS
 CHECKED BY
 06-12-02
 JOB NUMBER



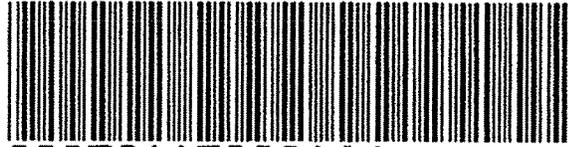
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 PHOENIX, AZ 85028
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 Checked by: [Signature]

NO.	DATE	BY	REVISIONS
1		ASK	ISSUE FOR PERMIT
2		ASK	CITY COMMENTS
3		ASK	CITY COMMENTS
4		ASK	REVISED PER CITY AND STATE COMMENTS
5		ASK	REVISED FOR PER APPROVAL
6		ASK	REVISED FOR PER APPROVAL
7		ASK	REVISED FOR PER APPROVAL
8		ASK	REVISED FOR PER APPROVAL
9		ASK	REVISED FOR PER APPROVAL
10		ASK	REVISED FOR PER APPROVAL

ATTACHMENT B
(Joint Access Easement)

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Roger A. Pearce
Foster Pepper & Shefelman PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101



20030113002164

CHICAGO TITLE EAS 38.00
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KING COUNTY, WA

JOINT ACCESS AND UTILITY EASEMENT,
RESCISSION OF EXISTING EASEMENTS,
AND MAINTENANCE AGREEMENT

Grantors: Kamber Technology Center, LLC; and Pierre B. Goral, as his separate estate
Grantees: Pierre B. Goral, as his separate estate; and Kamber Technology Center, LLC.
Legal Descriptions: Kamber Property:
Portion of the SW ¼ of the NE ¼ of the NW ¼ of Sec. 10, T 24 N, R 5 E, W.M., King County, Washington.

Assessor's Tax Parcel ID# 102405-9034-06; 102045-9098-09

Full legal description at Exhibit A.

Goral Property:
Portion of the SW ¼ of the NE ¼ of the NW ¼ of Sec. 10, T 24 N, R 5 E, W.M., in King County, Washington

Assessor's Tax Parcel ID# 102405-9110-03.

Full legal description on Exhibit B

CHICAGO TITLE INSURANCE COMPANY
has placed the document of
record as a customer courtesy
and accepts no liability for
the accuracy or validity of
the document.

This JOINT ACCESS AND UTILITY EASEMENT, RESCISSION OF EXISTING EASEMENTS, AND MAINTENANCE AGREEMENT ("Agreement") is executed as of this 5th day of December, 2002 by and between KAMBER TECHNOLOGY CENTER, LLC, a Washington limited liability company ("Kamber") and PIERRE B. GORAL, an individual ("Goral").

ORIGINAL

RECITALS

A. Kamber owns the real property described in Exhibit A attached hereto and made a part hereof by this reference (the "Kamber Property").

B. Goral owns certain real property immediately adjacent to the Kamber Property and described in Exhibit B attached hereto and made a part hereof by this reference (the "Goral Property").

C. The Kamber Property is the benefited parcel for an easement for access and utilities over the entire westerly side of the Goral Property, which is the burdened parcel. This easement varies from 23 feet to 12 feet to 13.8 feet in width and is legally described in Exhibit C hereto (the "Kamber Easement").

D. The Goral Property is the benefited parcel for an easement for access and utilities over the southerly 452 feet of the easterly side of the Kamber Property, which is the burdened parcel. This easement is 10.2 feet in width and is legally described in Exhibit D hereto (the "Goral Easement").

E. Kamber is planning to develop the Kamber Property with an office development called Kamber Technology Center, which is being reviewed by the City of Bellevue under City File No. LD-00-245492. The Kamber Technology Center would utilize the Kamber Easement, in part, for access and utilities.

F. The Goral Property is currently improved with a building which utilizes a sewer line located under the Kamber Property in an east-to-west direction. This sewer line is not located in any area described on a recorded easement.

G. Goral is currently utilizing an asphalt roadway for access to the shipping area of the building currently located on the Goral Property. The existing asphalt roadway is located partly on the Goral Property and partly on the Kamber Property, and is located in part outside any area described on a recorded easement.

H. The parties desire (1) to extinguish the Kamber Easement, (2) to extinguish the Goral Easement, (3) to provide for a new Joint Access And Utility Easement Area that would serve both the Kamber Property and the Goral Property, (4) to provide a revised and improved roadway in the approximate location of the existing asphalt roadway that will serve both the Kamber Property and the Goral Property, (5) to relocate the sewer line serving the existing building on the Goral Property into a new Sewer Easement Area across the Kamber Property, (6) to provide for existing Goral sewer line and access uses until the new roadway is constructed and until the sewer line is relocated during construction by Kamber of the Kamber Technology Center, and (7) to provide for mutual cooperation by the parties during the construction of the Kamber Technology Center.

AGREEMENTS

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Joint Access and Utility Easement. Kamber and Goral hereby agree to establish a new Joint Access And Utility Easement Area for the common use by both the Kamber Property and the Goral Property for access, ingress, egress and utilities over the area legally described in Exhibit E hereto (the "Joint Access And Utility Easement Area"). Kamber hereby grants to Goral an easement for access, ingress, egress and utility use over the portion of the Joint Access And Easement Area on the Kamber Property. Goral hereby grants to Kamber an easement for access, ingress, egress and utility use over the portion of the Joint Access And Easement Area on the Goral Property. The parties agree that the existing asphalt road shall be relocated into the Joint Access And Utility Easement Area. Kamber will bear all costs of relocating the new roadway in the Joint Access And Easement Area during construction of the Kamber Technology Center. Thereafter, the parties shall share equally in the maintenance of the roadway in the Joint Access And Utility Easement Area. Except as expressly stated otherwise in this Agreement, the parties shall bear all expense of installing and maintaining any utility service serving their individual properties that should be located in the Joint Access And Utility Easement Area. Between the date of the execution of this Agreement and the date upon which Kamber completes construction of the relocated road in the Joint Access And Utility Easement Area and that roadway is put into service, Goral shall be permitted to continue to use the existing asphalt roadway over the Kamber Property as a permissive use. After Kamber completes construction of the new roadway in the Joint Access And Utility Easement Area and that roadway is put into service, Goral shall have no further right and interest in the presently-existing asphalt roadway across the Kamber Property.

3. Secondary Access Easement. As part of the permitting application for the Kamber Technology Center, Kamber has sought a curb cut onto Southeast 26th Street approximately 90 feet westerly from the intersection of the Joint Access And Utility Easement Area with Southeast 26th Street. Kamber hereby grants Goral an easement twenty feet in width over the Kamber property, leading from that proposed curb cut to the Goral Property in the location shown on the drawing in Exhibit F hereto. The purpose of this easement shall be solely for vehicular access to the Goral Property, and Goral's use of this secondary access easement shall be limited to cars, light trucks and panel vans under 10,000 pounds gross weight. ~~The grant of this secondary access easement is expressly conditioned upon the City of Bellevue's approval of proposed curb cut in the approximate location shown on Exhibit F in a form and upon conditions acceptable to Kamber in its sole discretion. If at any time in the future, the City of~~ *Gen S-H*

~~Bellevue determines that said curb cut should be eliminated, then this Secondary Access Easement shall be extinguished.~~

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9-1

4. Grant of Sewer Easement. Kamber hereby grants to Goral an easement to locate and maintain a sanitary sewer line across and under the Kamber Property in the location legally described in Exhibit G hereto (the "Sewer Easement Area"). Kamber will bear all cost of the initial construction of the sewer line to the exterior of the Goral building during the construction of the Kamber Technology Center, but Goral shall be responsible for hookup charges, if any, to public agencies. Thereafter, Goral shall be responsible for all repairs and maintenance of the sewer line in the Sewer Easement Area. The parties intend for the Sewer Easement shall be in an area of the Kamber Technology Center that is utilized for surface parking. Should Goral need to repair or maintain the sewer line, Goral or the then-owner of the Goral Property shall coordinate with Kamber or the then-owner of the Kamber Property so that disturbance to the burdened parcel shall be minimized to the extent reasonably possible and, after repair or maintenance, shall return the Kamber Property to the condition prior to when the repair or maintenance activities occurred. Between the date of the execution of this Agreement and the date upon which Kamber completes construction of the new sewer line in the Sewer Easement Area and that line is put into service, Goral shall be permitted to continue to use the existing sewer line over the Kamber Property as a permissive use. After Kamber completes construction of the new sewer line in the Sewer Easement Area and that line is put into service, Goral shall have no further right and interest in the presently-existing sewer line across the Kamber Property and Kamber may cap that sewer line at the property line of the Kamber Property.

5. Extinguishment of Kamber Easement. The parties agree that the access and utility easement for the benefit of the Kamber Property across the Goral Property, which is defined above as the Kamber Easement and is legally described in Exhibit C hereto, is hereby extinguished.

6. Extinguishment of the Goral Easement. The parties agree that the access and utility easement for the benefit of the Goral Property across the Kamber Property, which is defined above as the Goral Easement and is legally described in Exhibit D hereto, is hereby extinguished.

7. Cooperation During Construction. Goral covenants and agrees that he will not protest or appeal any of the permits or approvals required by Kamber from the City of Bellevue or any other permitting agency for development of the Kamber Technology Center on the Kamber Property. The parties agree to cooperate during construction of the Kamber Technology Center to minimize the disruption to the use of the Goral Property to the extent reasonably possible.

8. Parking During Construction. Goral agrees that Kamber shall be able utilize the existing parking areas on southern portion the Goral Property for the parking of twenty (20) vehicles during the construction of the Kamber Technology Center, which is anticipated to last for 18 months. Said parking shall be for private vehicles only, and not for commercial or

construction vehicle or equipment parking. In addition, the parking use granted in this paragraph shall not include overnight parking and shall not include use of private sidewalk areas on the Goral property. This parking use for twenty (20) vehicles may be continued after construction as a permissive use until such time that Goral gives Kamber sixty (60) days written notice to vacate the permissive use. Kamber agrees to indemnify and hold Goral harmless for any and all liability, loss, damage, actions or claims arising because of the use of the Goral Property by Kamber for the above-described parking. However, this paragraph does not indemnify or hold harmless Goral from any damages to the extent caused by the negligence or willful misconduct of Goral or Goral's agents.

9. Release and Indemnification. Goral does hereby release, indemnify and promise to defend and save Kamber harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Kamber in defense thereof, asserted or arising directly or indirectly on account of Goral's use of the Joint Access And Utility Easement Area, the secondary access easement, and/or the Sewer Easement Area. Kamber does hereby release, indemnify and promise to defend and save Goral harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Goral in defense thereof, asserted or arising directly or indirectly on account of Kamber use of the Joint Access And Utility Easement Area. The indemnifications in this paragraph do not indemnify a party for damages arising out of injury or property to the extent caused by or resulting from the negligence or willful misconduct of the indemnified party.

9. Miscellaneous Provisions:

(a) Enforcement. In the event of any legal proceeding instituted for the purpose of enforcing or interpreting this Agreement, it is agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees, including fees on appeal, and court costs. Venue for any such proceeding shall be in King County, Washington.

(b) Amendment. This Agreement may not be modified, amended, or terminated without the prior written approval of the then owners of the land which is benefited or burdened by the provisions of any amendment to this Agreement.

(c) Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(d) Notice. Any notice required or allowed to be given under this agreement may be given by first class mail to:

Notice to Kamber:

Judith Colpitts Nielsen
Manager, Colpitts Development Co., LLC
2256 38th Place East
Seattle, WA 98112

Notice to Goral:

Pierre B. Goral
13737 SE 26th Street
P.O. Box 3526
Bellevue, WA 98005

Either party may change the person and/or address to where notice should be given by notifying the other party of the change in writing.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

(f) Authority. The parties executing this Agreement each represent and warrant that they have full power and actual authority to enter into this Agreement for all fee owners of the respective parcels and to carry out all actions required by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporations, companies, partnerships and/or marital communities.

(g) Opportunity to Participate in Drafting; Independent Legal Counsel. The parties have participated and had equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based on a claim that that party drafted the ambiguous language. The parties have been fully advised by their legal counsel regarding the terms of this Agreement.

(h) Headings. The paragraph headings included herein are for reference and shall not control or alter the meaning of this Agreement as set forth in the text.

///

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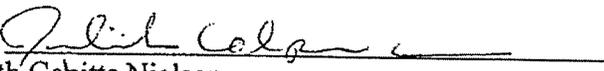
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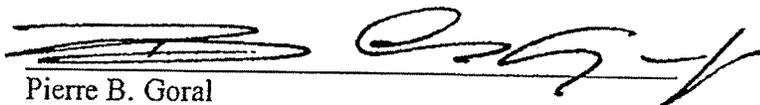
(i) Counterparts. This Agreement may be executed in any number of original counterparts, all of which when fully executed shall constitute one agreement.

KAMBER TECHNOLOGY
CENTER, LLC

By: Colpitts Development Co., LLC
Its: Managing Member

By: 
Judith Copitts Nielsen
Its: 

PIERRE B. GORAL


Pierre B. Goral

[Acknowledgements and legals follow]

STATE OF WASHINGTON

COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that JUDITH COLPITTS NIELSEN is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the OWNER of Colpitts Development Company, LLC, as the managing member of Kamber Technology Center, LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

Dated this 5th day of December, 2002.

C Cheryl S. Levinson

(Signature of Notary)

CHERYL S. LEVINSON

(Legibly Print or Stamp Name of Notary)

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

My appointment expires 8-22-06



FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W-D3-01008-10

STATE OF WASHINGTON

SS.

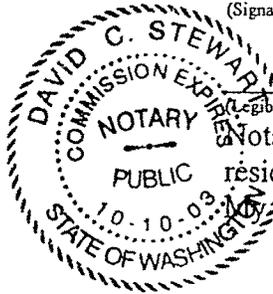
COUNTY OF
KING

I certify that I know or have satisfactory evidence that PIERRE B. GORAL is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 31st day of October, 2002.

[Handwritten Signature]

(Signature of Notary)



DAVID C. STEWART

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,

residing at Meru Island

My appointment expires 10/10/03

EXHIBIT A

Legal Description of Kamber Property

PARCEL A:

The east 115 feet of the west 375 feet of the north 230 feet of the southwest quarter of the northeast quarter of the northwest quarter and the east 88.06 feet of the west 463.06 feet of the north 254 feet of the southwest quarter of the northeast quarter of the northwest quarter, All in Section 10, Township 24 North, Range 5 East, W.M., in King County Washington; EXCEPT that portion thereof conveyed to King County for Southeast 26th Street by deed recorded under King County Recording Number 1396718.

PARCEL B:

The west half of the south half of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County Washington; EXCEPT the west 375 feet thereof; and EXCEPT the east 88.06 feet of the west 463.06 feet of the north 254 feet thereof; and EXCEPT the east 144.31 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington; ALSO, EXCEPT that east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10; except the south 452 feet thereof; and EXCEPT that portion of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10, lying westerly of the east 23 feet thereof, northerly of the south 452.00 feet thereof, and southeasterly of the following described line:

Beginning at a point on the west line of the east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10 distant 528.42 feet north of the south line thereof;

Thence southwesterly to the northwest corner of the east 144.31 feet of the south 438.42 feet of said southwest quarter of the northeast quarter of the northwest quarter and the terminus of said line; and

EXCEPT that portion conveyed to King County for road purposes by deed recorded under Recording Number 1396718;

TOGETHER WITH an easement for ingress, egress, and utilities over the following described property:

The east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington, EXCEPT the south 452.00 feet thereof; AND EXCEPT that portion conveyed to King County for road purposes by deed recorded under

King County Recording Number 1396718;

The west 13.80 feet of the east 144.31 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10;

And a strip of land 12.00 feet in width, the northwesterly line of which is described as follows:

Beginning at a point on the west line of the east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10 distant 528.42 feet north of the south line thereof;

Thence southwesterly to the northwest corner of the east 144.31 feet of the south 438.42 feet of said southwest quarter of the northeast quarter of the northwest quarter and the terminus of said line.

EXHIBIT B

Legal Description of Goral Property

The east 144.31 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington; also

The East 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10; except the south 452 feet thereof, and except that portion conveyed to King County for road purposes by deed recorded under Auditor's File No. 1396718; also

That portion of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10, lying westerly of the east 23 feet thereof, northerly of the south 452.00 feet thereof, and southeasterly of the following described line:

Beginning at a point on the line of the east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10 distant 528.42 feet north of the south line thereof; thence southwesterly to the northwest corner of the east 144.31 feet of the south 438.42 feet of the said southwest quarter of the northeast quarter of the northwest quarter and the terminus of said line;

Together with an easement for ingress, egress and utilities over the west 10.20 feet of the east 154.51 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10.

EXHIBIT C

Legal Description of Kamber Easement

That portion of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

The east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington,

EXCEPT the south 452.00 feet thereof;

AND EXCEPT that portion conveyed to King County for road purposes by deed recorded under King County Recording Number 1396718;

The west 13.80 feet of the east 144.31 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10;

And a strip of land 12.00 feet in width, the northwesterly line of which is described as follows:

Beginning at a point on the west line of the east 23 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10 distant 528.42 feet north of the south line thereof;

Thence southwesterly to the northwest corner of the east 144.31 feet of the south 438.42 feet of said southwest quarter of the northeast quarter of the northwest quarter and the terminus of said line.

EXHIBIT D

Legal Description of the Goral Easement

That portion of the southwest quarter of the northeast quarter of the northwest quarter of Section 10, Township 24 North, Range 5 East, W.M., in King County, Washington; described as follows:

The west 10.20 feet of the east 154.51 feet of the south 452.00 feet of the southwest quarter of the northeast quarter of the northwest quarter of said Section 10.

JOINT ACCESS AND UTILITY EASEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF SOUTHEAST 26TH STREET AND THE CENTERLINE OF 137TH AVENUE SOUTHEAST;
THENCE SOUTH 88°54'22" EAST ALONG SAID SOUTH MARGIN 134.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 603.14 FEET;
THENCE ALONG SAID CURVE EASTERLY AND NORTHERLY AN ARC DISTANCE OF 118.73 FEET THROUGH A CENTRAL ANGLE OF 11°16'44" TO THE TRUE POINT OF BEGINNING ON SAID SOUTH MARGIN;
THENCE CONTINUING ALONG SAID CURVE EASTERLY AND NORTHERLY AN ARC DISTANCE OF 29.89 FEET THROUGH A CENTRAL ANGLE OF 02°50'23" TO THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER AND SAID SOUTH MARGIN;
THENCE LEAVING SAID SOUTH MARGIN SOUTH 01°17'44" WEST ALONG SAID EAST LINE 102.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIAL BEARING OF SOUTH 63°51'06" EAST AND A RADIUS OF 111.29 FEET;
THENCE LEAVING SAID EAST LINE ALONG SAID CURVE SOUTHERLY AND WESTERLY AN ARC DISTANCE OF 67.45 FEET THROUGH A CENTRAL ANGLE OF 34°43'26";
THENCE SOUTH 62°46'37" WEST 35.98 FEET;
THENCE SOUTH 62°45'44" WEST 27.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35.80 FEET;
THENCE ALONG SAID CURVE WESTERLY AND SOUTHERLY AN ARC DISTANCE OF 29.83 FEET THROUGH A CENTRAL ANGLE OF 47°44'50";
THENCE NORTH 89°06'17" WEST 12.16 FEET;
THENCE SOUTH 00°53'43" WEST 73.77 FEET;
THENCE NORTH 89°05'29" WEST 5.63 FEET;
THENCE SOUTH 00°00'35" EAST 3.70 FEET;
THENCE NORTH 88°42'15" WEST 14.14 FEET;
THENCE NORTH 01°17'45" EAST 35.58 FEET;
THENCE SOUTH 88°42'15" EAST 6.43 FEET;
THENCE NORTH 01°17'45" EAST 64.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIAL BEARING OF SOUTH 62°54'40" EAST AND A RADIUS OF 64.56 FEET;
THENCE ALONG SAID CURVE NORTHERLY AND EASTERLY AN ARC DISTANCE OF 40.20 FEET THROUGH A CENTRAL ANGLE OF 35°40'24";
THENCE NORTH 62°46'14" EAST 63.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 75.02 FEET;
THENCE NORTHEASTERLY AN ARC DISTANCE OF 45.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°55'00";
THENCE NORTH 01°17'44" EAST 84.48 FEET TO SAID SOUTH MARGIN AND THE TRUE POINT OF BEGINNING.



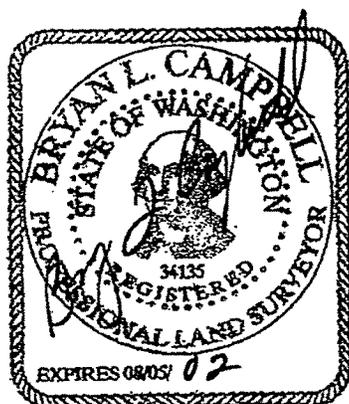
COLPITTS DEVELOPMENT, INC.
BRYAN L. CAMPBELL, P.L.S.
BRH JOB NO. 2000200.01
JULY 3, 2001
REVISED OCTOBER 11, 2001
REVISED MAY 13, 2002

BUSH, ROED & HITCHINGS

DISTANCE OF 29.89 FEET THROUGH A CENTRAL ANGLE OF 02°50'23" TO THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER AND SAID SOUTH MARGIN;
 THENCE LEAVING SAID SOUTH MARGIN SOUTH 01°17'44" WEST ALONG SAID EAST LINE 102.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIAL BEARING OF SOUTH 63°51'06" EAST AND A RADIUS OF 111.29 FEET;
 THENCE LEAVING SAID EAST LINE ALONG SAID CURVE SOUTHERLY AND WESTERLY AN ARC DISTANCE OF 67.45 FEET THROUGH A CENTRAL ANGLE OF 34°43'26";
 THENCE SOUTH 62°46'37" WEST 35.98 FEET;
 THENCE SOUTH 62°45'44" WEST 27.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35.80 FEET;
 THENCE ALONG SAID CURVE WESTERLY AND SOUTHERLY AN ARC DISTANCE OF 29.83 FEET THROUGH A CENTRAL ANGLE OF 47°44'50";
 THENCE NORTH 89°06'17" WEST 12.16 FEET;
 THENCE SOUTH 00°53'43" WEST 73.77 FEET;
 THENCE NORTH 89°05'29" WEST 5.63 FEET;
 THENCE SOUTH 00°00'35" EAST 3.70 FEET;
 THENCE NORTH 88°42'15" WEST 14.14 FEET;
 THENCE NORTH 01°17'45" EAST 35.58 FEET;
 THENCE SOUTH 88°42'15" EAST 6.43 FEET;
 THENCE NORTH 01°17'45" EAST 64.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEAST HAVING A RADIAL BEARING OF SOUTH 62°54'40" EAST AND A RADIUS OF 64.56 FEET;
 THENCE ALONG SAID CURVE NORTHERLY AND EASTERLY AN ARC DISTANCE OF 40.20 FEET THROUGH A CENTRAL ANGLE OF 35°40'24";
 THENCE NORTH 62°46'14" EAST 63.29 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 75.02 FEET;
 THENCE NORTHEASTERLY AN ARC DISTANCE OF 45.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°55'00";
 THENCE NORTH 01°17'44" EAST 84.48 FEET TO SAID SOUTH MARGIN AND THE TRUE POINT OF BEGINNING.

COLPITTS DEVELOPMENT, INC.
 BRYAN L. CAMPBELL, P.L.S.
 BRH JOB NO. 2000200.01
 JULY 3, 2001
 REVISED OCTOBER 11, 2001
 REVISED MAY 13, 2002

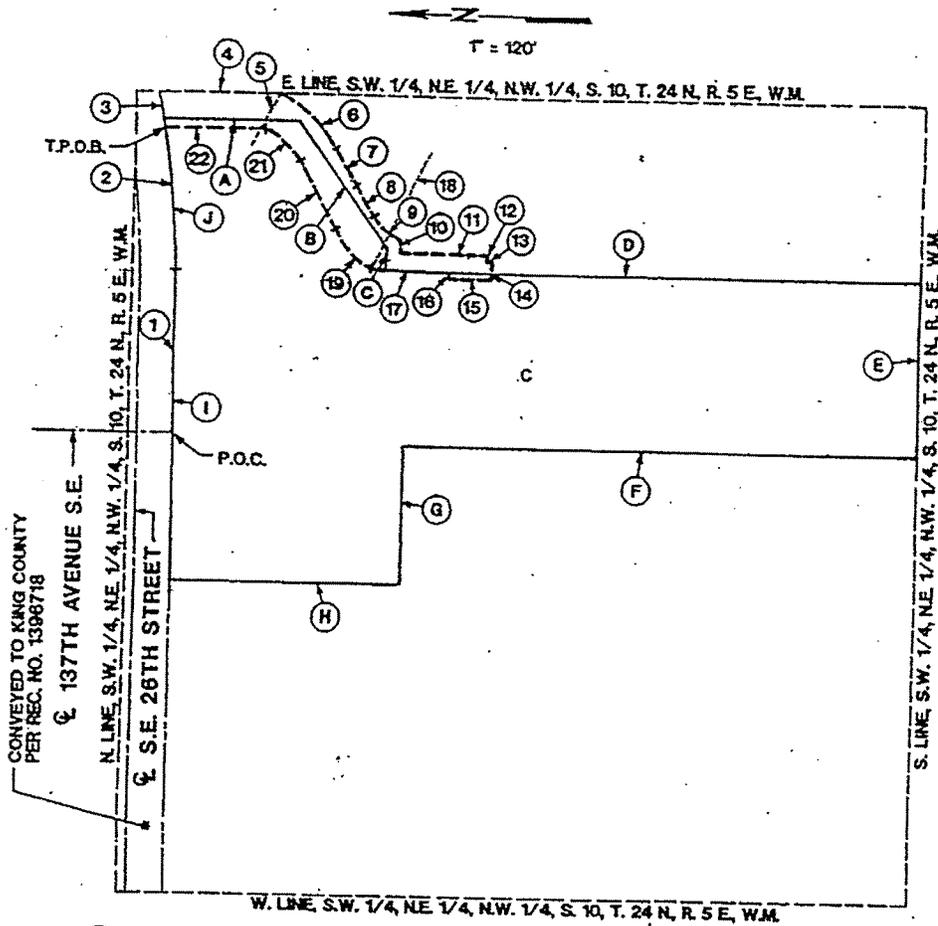
BUSH, ROED & HITCHINGS
 2009 MINOR AVENUE EAST
 SEATTLE, WA 98102
 (206) 323-4144



5-13-02

EXHIBIT E

p. 1 of 2



- | | | |
|---|---|--|
| (A) S01°17'24"W 112.39' | (G) N88°39'55"W 115.00' | (14) N88°42'15"W 14.14' |
| (B) S54°46'29"W 128.17' | (H) N01°20'43"E 191.80' | (15) N01°17'45"E 35.58' |
| (C) N88°37'33"W 18.30' | (I) S88°54'22"E 256.03' | (16) S88°42'15"E 6.43' |
| (D) S01°17'44"W 452.00' | (J) R = 603.14'
Δ = 11°52'28"
L = 125.00' | (17) N01°17'45"E 64.46' |
| (E) N88°37'33"W 144.32' | (8) R = 111.29'
Δ = 34°43'28"
L = 67.45' | (18) S62°54'40"E (R) |
| (F) N01°20'43"E 434.33' | (7) S62°46'37"W 35.98' | (19) R = 64.56'
Δ = 35°40'24"
L = 40.20' |
| (1) S88°54'22"E 134.26' | (8) S62°45'44"W 27.88' | (20) N62°46'14"E 83.29' |
| (2) R = 603.14'
Δ = 11°16'44"
L = 118.73' | (9) R = 35.80'
Δ = 47°44'50"
L = 29.83' | (21) R = 75.02'
Δ = 34°55'00"
L = 45.72' |
| (3) R = 603.14'
Δ = 02°50'23"
L = 29.89' | (10) N89°06'17"W 12.16' | (22) N01°17'44"E 84.48' |
| (4) S01°17'44"W 102.17' | (11) S00°53'43"W 73.77' | |
| (5) S63°51'06"E (R) | (12) N89°05'29"W 5.63' | |
| | (13) S00°00'35"E 3.70' | |



BRH
BUSH, ROED & HITCHINGS, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 2009 MINOR AVE. E. (206) 323-4144
 SEATTLE, WA 98102-3513
 BRH JOB NO. 2000200.01

7-10-01 REV. 10-10-01



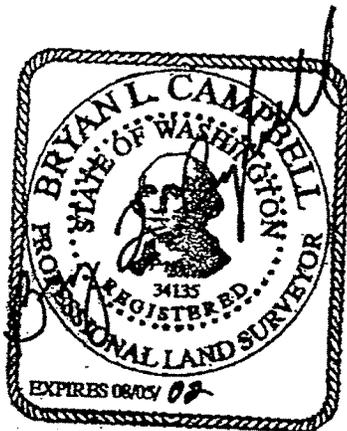
10-12-01

EXHIBIT E
 P. 2 of 2

SECONDARY ACCESS EASEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF SOUTHEAST 26TH STREET AND THE CENTERLINE OF 137TH AVENUE SOUTHEAST;
THENCE SOUTH 88°54'22" EAST ALONG SAID SOUTH MARGIN 134.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 603.14 FEET;
THENCE ALONG SAID CURVE AND SOUTH MARGIN EASTERLY AND NORTHERLY AN ARC DISTANCE OF 3.75 FEET THROUGH A CENTRAL ANGLE OF 00°21'23" TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE AND SOUTH MARGIN EASTERLY AND NORTHERLY AN ARC DISTANCE OF 19.99 FEET THROUGH A CENTRAL ANGLE OF 01°53'55";
THENCE SOUTH 01°17'45" WEST 173.36 FEET;
THENCE SOUTH 54°46'29" WEST 3.35 FEET;
THENCE NORTH 88°37'33" WEST 17.30 FEET;
THENCE NORTH 01°17'45" EAST 175.33 FEET TO THE POINT OF BEGINNING.



10-12-01

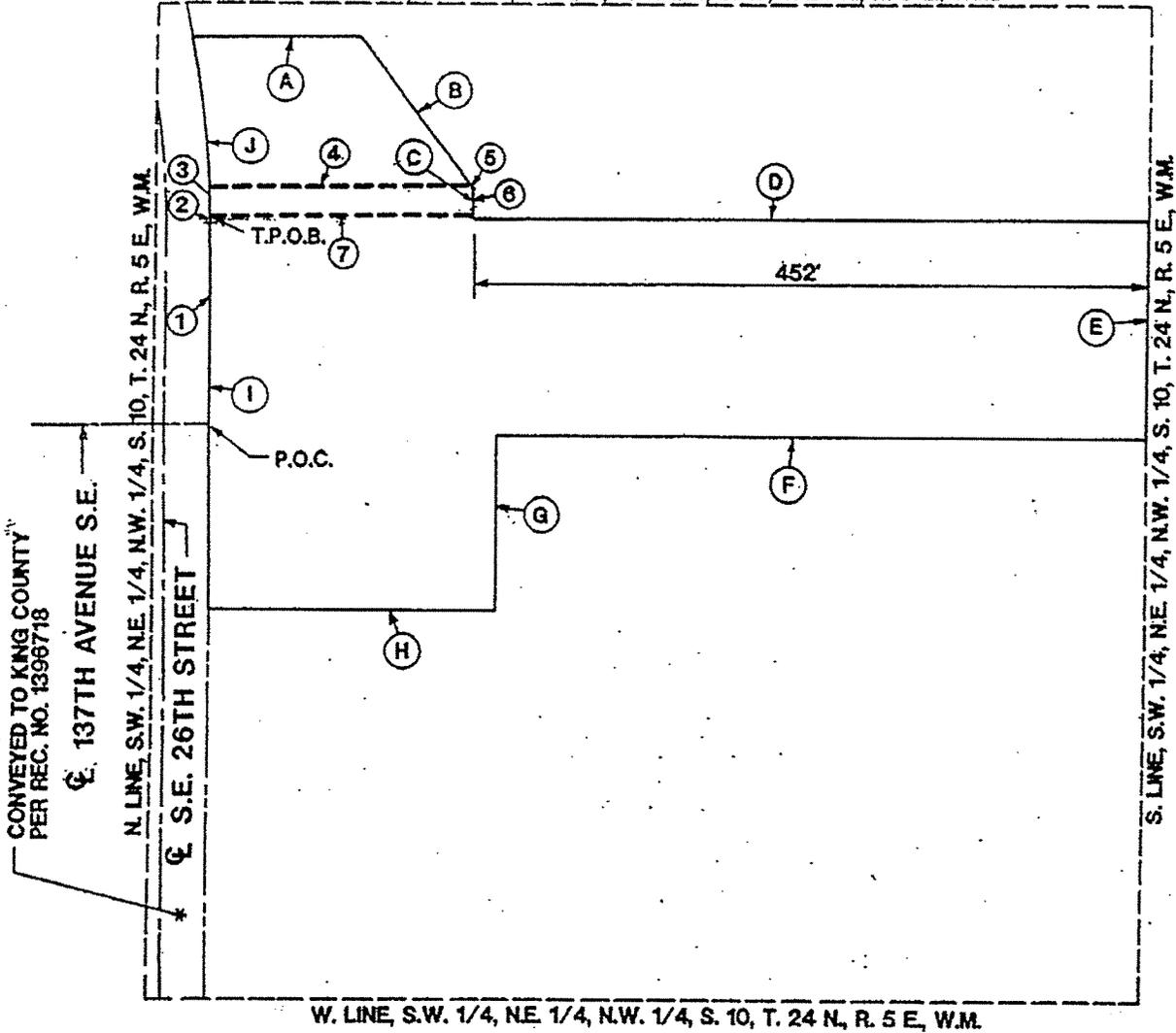
COLPITTS DEVELOPMENT, INC.
BRYAN L. CAMPBELL, P.L.S.
BRH JOB NO. 2000200.01
JULY 3, 2001
REVISED OCTOBER 11, 2001

BUSH, ROED & HITCHINGS
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

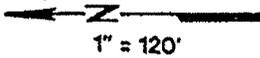
EXHIBIT F

p.1 of 2

E. LINE, S.W. 1/4, NE 1/4, NW 1/4, S. 10, T. 24 N, R. 5 E, W.M.



W. LINE, S.W. 1/4, NE 1/4, NW 1/4, S. 10, T. 24 N, R. 5 E, W.M.



- | | | |
|---|--|---|
| (A) S01°17'24"W 112.39' | (E) N88°37'33"W 144.32' | (I) S88°54'22"E 256.03' |
| (B) S54°46'29"W 128.17' | (F) N01°20'43"E 434.33' | (J) R = 603.14'
Δ = 11°52'28"
L = 125.00' |
| (C) N88°37'33"W 18.30' | (G) N88°39'55"W 115.00' | |
| (D) S01°17'44"W 452.00' | (H) N01°20'43"E 191.80' | |
| (1) S88°54'22"E 134.26' | (3) R = 603.14'
Δ = 01°53'55"
L = 19.99' | (5) S54°46'29"W 3.35' |
| (2) R = 603.14'
Δ = 00°21'23"
L = 3.75' | (4) S01°17'45"W 173.36' | (6) N88°37'33"W 17.30' |
| | | (7) N01°17'45"E 175.33' |



BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS

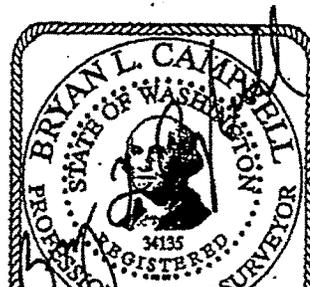


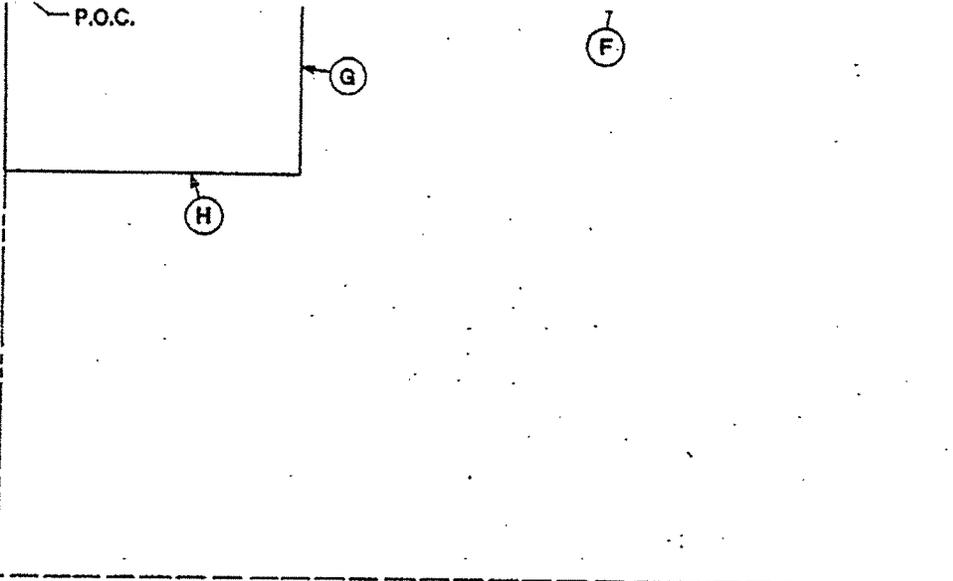
EXHIBIT E
P. 2 of 2

CONVEYED TO KING COUNTY
PER REC. NO. 1396718

☉ 137TH AVENUE S.E.

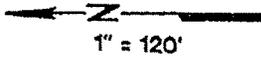
N. LINE, S.W. 1/4, NE. 1/4, N.W. 1/4,

☉ S.E. 26TH STREET



S. LINE, S.W. 1/4, NE. 1/4, N.W. 1/4

W. LINE, S.W. 1/4, NE. 1/4, N.W. 1/4, S. 10, T. 24 N., R. 5 E., W.M.

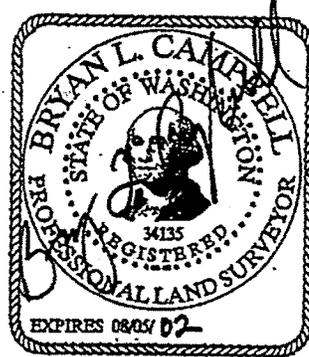


- | | | |
|---|--|---|
| (A) S01°17'24"W 112.39' | (E) N88°37'33"W 144.32' | (I) S88°54'22"E 256.03' |
| (B) S54°46'29"W 128.17' | (F) N01°20'43"E 434.33' | (J) R = 603.14'
Δ = 11°52'28"
L = 125.00' |
| (C) N88°37'33"W 18.30' | (G) N88°39'55"W 115.00' | |
| (D) S01°17'44"W 452.00' | (H) N01°20'43"E 191.80' | |
| (1) S88°54'22"E 134.26' | (3) R = 603.14'
Δ = 01°53'55"
L = 19.99' | (5) S54°46'29"W 3.35' |
| (2) R = 603.14'
Δ = 00°21'23"
L = 3.75' | (4) S01°17'45"W 173.36' | (6) N88°37'33"W 17.30' |
| | | (7) N01°17'45"E 175.33' |



BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. E. (206) 323-4144
SEATTLE, WA 98102-3513
BRH JOB NO. 2000200.01

7-9-01
REV. 10-10-01
REV. 5-13-02



5-13-02

EXHIBIT E
P. 2 of 2

SECONDARY ACCESS EASEMENT SKETCH
PREPARED FOR: COLPITTS DEVELOPMENT, INC.

PRIVATE SANITARY SEWER EASEMENT
DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 5 EAST,
W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

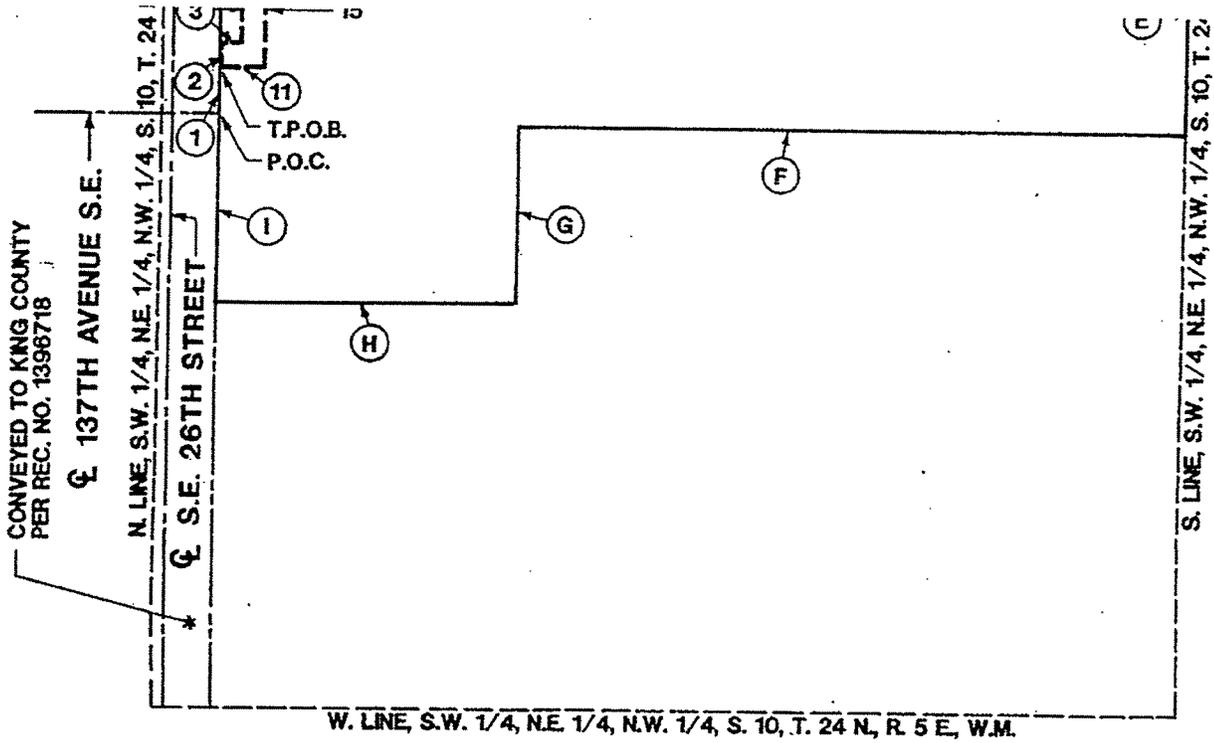
COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF SOUTHEAST
26TH STREET AND THE CENTERLINE OF 137TH AVENUE SOUTHEAST;
THENCE SOUTH 88°54'22" EAST ALONG SAID SOUTH MARGIN 29.93 FEET TO
THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°54'22" EAST, ALONG SAID SOUTH MARGIN,
15.00 FEET;
THENCE SOUTH 01°20'13" EAST 13.68 FEET;
THENCE SOUTH 88°42'40" EAST 99.05 FEET;
THENCE SOUTH 01°20'13" WEST 161.33 FEET;
THENCE NORTH 88°37'33" EAST 6.84 FEET;
THENCE SOUTH 01°17'44" WEST 98.43 FEET;
THENCE NORTH 88°39'47" WEST 8.23 FEET;
THENCE NORTH 01°20'13" EAST 244.74 FEET;
THENCE NORTH 88°42'40" WEST 99.05 FEET;
THENCE NORTH 01°20'13" EAST 28.63 FEET TO THE POINT OF BEGINNING.



COLPITTS DEVELOPMENT, INC.
BRYAN L. CAMPBELL, P.L.S.
BRH JOB NO. 2000200.06
MAY 9, 2002

BUSH, ROED & HITCHINGS
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

EXHIBIT G
p.1 of 2



PROPERTY LINE DESCRIPTION:

- | | |
|----------------------------|---|
| (A) S01°17'24"W
112.39' | (H) N01°20'43"E
191.80' |
| (B) S54°46'29"W
128.17' | (I) S88°54'22"E
256.03' |
| (C) N88°37'33"W
18.30' | (J) R = 603.14'
Δ = 11°52'28"
L = 125.00' |
| (D) S01°17'44"W
452.00' | |
| (E) N88°37'33"W
144.32' | |
| (F) N01°20'43"E
434.33' | |
| (G) N88°39'55"W
115.00' | |

EASEMENT DESCRIPTION:

- | | |
|----------------------------|----------------------------|
| (1) S88°54'22"E
29.93' | (7) S01°17'44"W
98.43' |
| (2) S88°54'22"E
15.00' | (8) N88°39'47"W
8.23' |
| (3) S01°20'13"W
13.68' | (9) N01°20'13"E
244.74' |
| (4) S88°42'40"E
99.05' | (10) N88°42'40"W
99.05' |
| (5) S01°20'13"W
161.33' | (11) N01°20'13"E
28.63' |
| (6) N88°37'33"W
6.84' | |



BUSH, ROED & HITCHINGS, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 2009 MINOR AVE. E. (206) 323-4144
 SEATTLE, WA 98102-3513
 BRH JOB NO. 2000200.06

5-8-02

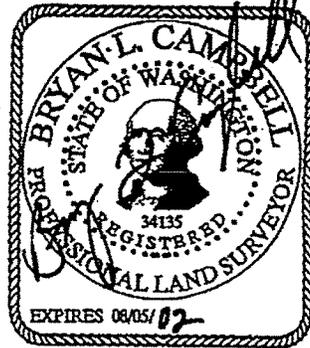
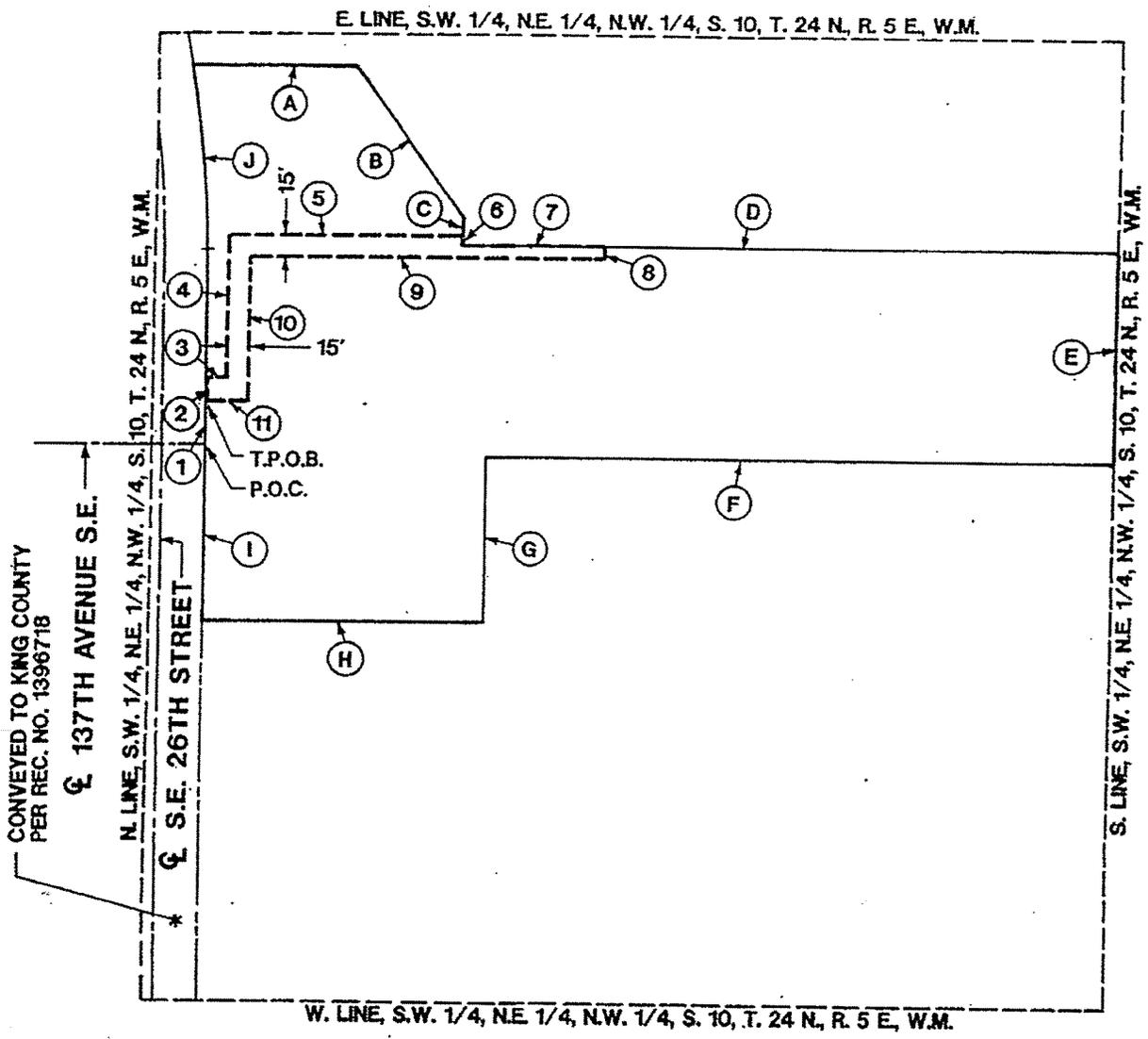
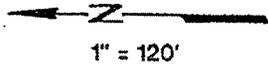


EXHIBIT G p. 2 of 2 5-10-02

PRIVATE SEWER EASEMENT SKETCH
 PREPARED FOR: COLPITTS DEVELOPMENT, INC.



PROPERTY LINE DESCRIPTION:

- | | |
|----------------------------|---|
| (A) S01°17'24"W
112.39' | (H) N01°20'43"E
191.80' |
| (B) S54°46'29"W
128.17' | (I) S88°54'22"E
256.03' |
| (C) N88°37'33"W
18.30' | (J) R = 603.14'
Δ = 11°52'28"
L = 125.00' |
| (D) S01°17'44"W
452.00' | |
| (E) N88°37'33"W
144.32' | |
| (F) N01°20'43"E
434.33' | |
| (G) N88°39'55"W
115.00' | |

EASEMENT DESCRIPTION:

- | | |
|----------------------------|----------------------------|
| (1) S88°54'22"E
29.93' | (7) S01°17'44"W
98.43' |
| (2) S88°54'22"E
15.00' | (8) N88°39'47"W
8.23' |
| (3) S01°20'13"W
13.68' | (9) N01°20'13"E
244.74' |
| (4) S88°42'40"E
99.05' | (10) N88°42'40"W
99.05' |
| (5) S01°20'13"W
161.33' | (11) N01°20'13"E
28.63' |
| (6) N88°37'33"W
6.84' | |

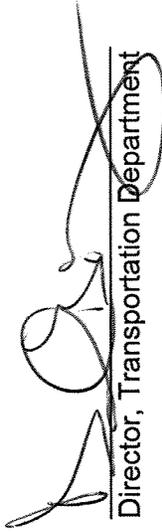


ATTACHMENT C
(Certificate of Concurrence)

CERTIFICATE OF CONCURRENCY

CHESTNUT HILL ACADEMY 2

This certificate documents the Transportation Department Director's decision that the development project at 13717 SE 26th Street (Administrative Conditional Use File No. 06-123694 LA) complies with the requirements of the Traffic Standards Code (BCC 14.10). This decision reserves 356 p.m. peak hour trips to that project, subject to Process II appeal of either the concurrency determination or the administrative conditional use decision. A building permit application (File No. 06-106080 BB) was issued for this site on September 21, 2006. This concurrency reservation is in effect for the duration of the corresponding school use at this site.



Director, Transportation Department

July 12, 2007

Date

Certificate No. 39