

**CITY OF BURIEN, WASHINGTON**

**RESOLUTION NO. 346**

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**A RESOLUTION OF THE CITY OF BURIEN, WASHINGTON,  
APPROVING A DEVELOPMENT AGREEMENT FOR PROPERTY  
OWNED BY MILLER CREEK COURT LLC AT 215 SOUTH 160<sup>TH</sup>  
STREET IN THE CITY OF BURIEN**

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WHEREAS, Miller Creek Court has acquired a 3.05 acre parcel with an incomplete mixed use development at 215 South 160<sup>th</sup> Street and has requested the City approve a development agreement allowing partial completion of the development pending consideration of a Comprehensive Plan Amendment and Rezone for the property; and

WHEREAS, on July 1, 2013, the City Council conducted a public hearing on the proposed development as required by the Regulatory Reform Act, RCW 36.70B.170-.210, and after considering all testimony presented at the hearing and the recommendation of City staff, the Council has determined that the development agreement should be approved;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

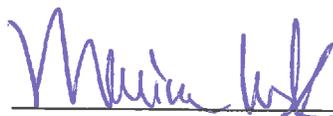
Section 1. The City Council hereby approves that certain development agreement entitled "Development Agreement between the City of Burien and Miller Creek Court" attached hereto as Exhibit "A" and incorporated herein by this reference as if set forth in full. The development agreement shall govern development of the aforementioned property as described in the agreement. The City Manager is hereby authorized to execute the development agreement on behalf of the City.

PASSED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON,  
WASHINGTON, AT A REGULAR MEETING THEREOF THIS 15<sup>TH</sup> DAY OF JULY, 2013.

CITY OF BURIEN, WASHINGTON

  
\_\_\_\_\_  
Brian Bennett, Mayor

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Monica Lusk, City Clerk

Approved as to form:

A handwritten signature in cursive script, reading "Craig D. Knutson". The signature is written in black ink and is positioned above a horizontal line.

Craig D. Knutson, City Attorney

Filed with the City Clerk: June 26, 2013

Passed by the City Council:

Resolution No.: 346

After Recording, Return to:

City of Burien  
Community Development Department  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

**Document Title:** Development Agreement between the City of Burien and Miller Creek Court  
**Grantor:** City of Burien, a Washington municipal corporation  
**Grantee:** Miller Creek Court LLC, a limited liability company  
**Abbreviated Legal Description:** W HALF NE QTR NW QTR NW QTR STR 29-23-04, King County, Washington  
**Assessor's Tax Parcel Number:** 292304-9057

**DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF BURIEN AND  
MILLER CREEK COURT**

The City of Burien, a Washington municipal corporation (the "City"), and Miller Creek Court LLC, a Washington limited liability company ("Miller Creek Court"), enter into this Development Agreement ("Agreement") in order to facilitate the development of a 3.05 acre parcel of real property located within the City, the legal description of which is set forth in the attached Exhibit A (the "Property"), consistent with the terms, conditions and provisions of this Agreement. This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2013 ("Effective Date").

**I. PARTIES**

The parties to this Agreement are the City of Burien and Miller Creek Court LLC (collectively the "Parties").

**II. RECITALS**

**WHEREAS**, the Parties have authority to enter into this Agreement pursuant to RCW 36.70B.170 through .210; and

**WHEREAS**, the parties wish to set forth in this Agreement certain development standards, design and construction requirements, and other rules and regulations that shall apply to and govern the use, development, and mitigation of the development of the subject Property, as described and delineated herein, for the duration specified in this Agreement; and

**WHEREAS**, Miller Creek Junction is a mixed use (46 residential units and three office buildings) development on a 3.05 acre (132,858 square foot) parcel located at 215 South 160<sup>th</sup> Street, Burien, WA (Assessor's Parcel Number 292304-9057); and

**WHEREAS**, the preliminary binding site plan application was approved by the Hearing Examiner on October 25, 2007, and the final binding site plan was recorded with King County on July 23, 2009; and

**WHEREAS**, the Project site is currently designated as Community Commercial in the City's Comprehensive Plan, is zoned CC-2 Community Commercial, and is allowed as a permitted mixed use development per Burien Municipal Code (BMC) 19.15.035.7 Special Regulations 2 and 4, which define the maximum residential density for mixed use development in the CC-2 zone as 24 dwelling units per acre and require that at least 25% of the gross floor area of the development must be designed and used for retail, office, or eating and drinking establishment uses; and

**WHEREAS**, the approved binding site plan, as depicted in the attached Exhibit B, describes and delineates the size, location, and other characteristics of 46 dwelling units on Lot 4 and three commercial buildings on Lots 1-3; and

**WHEREAS**, beginning in the fall of 2008, construction permits were issued for site clearing and construction of all residential and commercial structures within the development and work was commenced and nearly completed on the 46 residential units and the foundation of one of the three commercial buildings, but prior to completion of said work and commencement of work on the other two commercial buildings, the original developer (162<sup>nd</sup> Street LLC) encountered financial difficulties, ceased work on the development, and allowed control of the property to revert to the lender; and

**WHEREAS**, a new developer (Miller Creek Court) has acquired the property, assumed all permits, and plans to complete the 46 residential units and the commercial building on Lot 1, which is delineated on Exhibit B as "C3"; and

**WHEREAS**, Miller Creek Court affirms and stipulates that due to the current economic downturn, the local commercial property market is not conducive for completion of the commercial buildings located on Lots 2 and 3, which are delineated on Exhibit B as "C1" and "C2" respectively, and therefore requests that the City allow construction of said commercial buildings, as currently required by the Zoning Code prior to issuance of a certificate of occupancy for any portion of the development, to be deferred pending consideration of a Comprehensive Plan Amendment and Rezone application that would allow the binding site plan to be revised to omit the two commercial buildings; and

**WHEREAS**, the modified development requested by Miller Creek Court appears to be generally consistent with the Comprehensive Plan and with the uses allowed in the CC-2 Zone, and deferral of the Zoning Code requirement to complete two of the commercial buildings prior to issuance of a certificate of occupancy for the residential units and one of the commercial

buildings is consistent with the goals and policies of the Comprehensive Plan, the intent of the Zoning Code, and RCW 36.70B.170; and

**WHEREAS**, the City Council finds that the requested development of the Property as set forth in this Agreement is in the best interests and economic well-being of the City of Burien, its citizens, and Miller Creek Court and is in the general interest of the public health, safety, and welfare; and

**WHEREAS**, the requirements and standards set forth in this Agreement are generally consistent with current City zoning, land use, and other development regulations and standards, and any interim or other departures therefrom provided by this Agreement are offset by the public benefits to be received from development of the Property consistent with the requirements of this Agreement and RCW 36.70B.170; and

**WHEREAS**, pursuant to RCW 36.70B.200, a public hearing was held before the Burien City Council on July 1, 2013, and the Burien City Council voted on July 15, 2013 to approve a resolution authorizing the City Manager to execute and enter into this Agreement on behalf of the City; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the City of Burien and Miller Creek Court do hereby covenant and agree as follows:

### **III. DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following definitions shall apply:

- A. **“Applicant”** means Miller Creek Court, its officers, agents, employees and representatives.
- B. **“City”** means the City of Burien.
- C. **“Exhibits”** means the following documents which are attached to this Agreement and incorporated herein by this reference:

**Exhibit A** – legal description of property; and

**Exhibit B** – Recorded Binding Site Plan dated July 23, 2009.

- D. **“Miller Creek Court”** means Miller Creek Court LLC, a limited liability company and its officers, agents, employees and representatives.
- E. **“Parties”** means the City of Burien and Miller Creek Court LLC.
- G. **“Project”** means the mixed-use Miller Creek Junction development with 46 residential units and three commercial buildings as described and delineated in the

binding site plan attached Exhibit B or as the binding site plan may otherwise be amended pursuant to the Comprehensive Plan Amendment and Rezone application required herein.

H. "Property" means the 3.05 acre site of the real property located in Burien as more particularly described in the legal description attached as Exhibit A.

#### IV. AGREEMENTS

##### A. Effect of Recitals and Attachments

The Parties hereby incorporate the above Recitals and Definitions and the attached Exhibits A and B as material terms of this Agreement.

##### B. General Rules Regarding Development of the Property

###### 1. Right to Develop

This Agreement shall be binding on the Parties from the Effective Date through the life of the Project and shall govern the right of Miller Creek Court to develop the Property.

###### 2. Vesting

a. Except as provided otherwise in Section IV.C of this Agreement, development of the Project shall be governed by and vested to City development regulations in effect as of the Effective Date of this Agreement, and any amendments to City development regulations made during the term of this Agreement shall not apply to or affect the conditions of development of the Project. As used in this Agreement, "development regulations" shall be deemed to include regulations, policies, and guidelines addressing zoning, environmental review, building and site design, utilities, storm water, impact regulations, transportation concurrency and other laws, ordinances, policies, and administrative regulations and guidelines of the City governing land development.

b. The following shall apply to the development of the Project but do not vest the Property or the Project (*i.e.*, they are subject to change and the changes will apply to any development on the Property):

- Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.
- Uniform codes governing construction and state and federal safety standards, including but not limited to, the International Building Code and other uniform

codes governing plumbing, electric, fire and other construction and safety standards.

- Taxes, fees, charges or assessments applicable to the Project or Property, unless otherwise expressly agreed in this Agreement.
- Any new or different regulations required by a serious threat to public health and safety (as required by RCW 36.70B.170(4)).

### **3. Permits and Approvals**

The following permits and approvals are anticipated to be needed for construction and development of the Project:

- Construction permits including but not limited to site development, demolition, building, mechanical, plumbing, electrical, fire, water, sewer, and storm water permits.
- Comprehensive Plan Amendment and Rezone.
- Binding site plan amendment.

The Parties acknowledge and agree that the foregoing is a non-exclusive list of anticipated permits and approvals for the Project and that other permits or approvals may be required.

### **4. Effect of Agreement on Subsequent Laws or Regulations**

In the event that state or federal laws or regulations, enacted after the Effective Date, and requiring compliance therewith because of express health and/or safety concerns as specifically identified in said state or federal laws or regulations, may prevent or preclude the City from complying with one or more of the provisions of this Agreement, then to the extent feasible such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not otherwise inconsistent with the mandatory health and/or safety provisions of such laws or regulations.

### **5. Project is a Private Undertaking**

It is agreed between the Parties that the Project is a private development, that the City does not own or have title to the Property or the Project, and that the City has no interest therein except as set forth in this Agreement or as authorized in the exercise of its governmental functions.

### **6. Development Standards**

The provisions for reservation and dedication of land, the construction, installation and extension of public improvements, use of public right-of-way, and development conditions and standards for development of the subject property shall be those set forth in this Agreement and in the permits and approvals for this Project.

**7. Breach, Default or Non-compliance**

a. Subject to extensions of time by mutual consent in writing, failure or delay by any party not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or parties not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party charged shall not be considered in default or breach for purposes of termination or institution of legal proceedings.

b. After notice and expiration of the thirty (30) day period, if such default or breach has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Agreement may, at its option, institute a legal action for specific performance. In addition, the City may file an action to enforce the City's Codes and to obtain penalties and costs as provided for in the City of Burien Municipal Code for any violations.

c. The Parties hereby agree that specific performance of this Agreement and a code enforcement action by the City shall be the sole, exclusive remedies for breach or default by either party, and the Parties expressly waive their right to seek any other relief or remedy of any kind for breach or default.

**8. Termination**

This Agreement shall expire and/or terminate as provided below:

- a. This Agreement shall expire and be of no further force and effect if either of the following occurs:
  - i. Miller Creek Court has not submitted a complete application for a property specific rezone and Comprehensive Plan amendment within two (2) years from the effective date of this Agreement.
  - ii. Nothing in this Agreement shall extend or be an authorization to extend the expiration date of any permit or approval issued by the City for any development.

- iii. The Project is not constructed as required by the permits and approvals identified in this Agreement, or applications for development of the Property are submitted that are inconsistent with such permits and approvals.
  - iv. Upon mutual written consent of the Parties.
- b. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the Parties, indicating that the Agreement has been terminated.

**9. Effect of Termination**

- a. The termination of this Agreement shall not affect any of the applicable Party's obligations to comply with City of Burien comprehensive plans and the terms and conditions or any applicable zoning provision or other development regulations or other land use entitlements approved with respect to the Property or Project, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.
- b. Upon any termination of this Agreement, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be applicable and/or effective with respect to the Property or Project; provided that applicability and/or effectiveness of such entitlements, conditions or fees may then be established for such property upon a new application pursuant to then-existing planning and zoning laws and regulations.

**10. Further Discretionary Actions**

Miller Creek Court acknowledges that the City's land use regulations contemplate the exercise of further discretionary powers by the City of Burien. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City of Burien to hold legally required public hearings or to limit the discretion of the City and any of its officers or officials in complying with or applying existing zoning or other regulations.

**11. Semi-Annual Review**

The City shall, approximately every six (6) months during the term of this Agreement, review the extent of compliance by Miller Creek Court with this Agreement. The City may charge fees as necessary to cover the costs of conducting this semi-annual review.

**12. Covenants Running with the Land**

The covenants and conditions set forth in this Agreement shall touch and concern and run with the land (Property), and the benefits and burdens shall bind and inure to the Parties.

**13. Applicable Law and Attorney's Fees**

Because this Agreement is related to a project-specific development application, and pursuant to RCW 36.70B.200, this Agreement constitutes a land use decision subject to review under the State Land Use Petition Act, Ch. 36.70C RCW ("LUPA"). The right and ability of the Parties to enter into this Agreement, as well as the form, notice, adoption, content and/or validity of this Agreement (other than breach, default or non-compliance) shall be solely reviewable under LUPA.

All challenges to this Agreement other than those subject to LUPA (*as noted above*, the right to enter into it or its form, notice and/or adoption, content and/or validity), such as claims of default, breach or non-compliance, shall be construed and enforced through a declaratory judgment or other legal action in accordance with the laws of the State of Washington. If litigation is initiated to enforce or interpret the terms of this Agreement then, except as otherwise specifically provided in Section 14 of this Agreement with respect to actions brought by third parties or actions brought to enforce or interpret Section IV.C regarding specific conditions of development, each Party shall pay its own attorneys' fees and costs regardless of the outcome of the litigation. Venue for any action to enforce or interpret this Agreement shall lie in King County Superior Court.

**14. Third Party Legal Challenge**

In the event any legal challenge or special proceeding is commenced by any person or entity, other than a party to this Agreement, regarding this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit, or individual claim in the lawsuit, to Miller Creek Court, and in such event Miller Creek Court shall accept the defense and shall hold the City of Burien harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to attorney's fees, costs and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. Miller Creek Court shall settle any lawsuit with the consent of the City, and the City shall act in good faith and shall not unreasonably withhold consent to settle.

Pursuant to RCW 36.70C and the intent of the Parties, LUPA shall govern any and all challenges by third parties to this Agreement.

**15. Remedy for Breach or Default: Specific Performance**

The Parties specifically agree that monetary damages are not a remedy for breach, default of, or non-compliance with, this Agreement and that the parties' sole and exclusive remedy for breach, default or non-compliance is to compel specific performance of the material terms of this Agreement by any Party in breach, default or violation thereof.

**16. Duty of Good Faith**

The Parties agree to cooperate with each other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for or implicit in this Agreement.

**17. Modifications to Agreement**

a. The terms, conditions or obligations in this Agreement may be modified only by written agreement of the Parties to this Agreement and in compliance with applicable law. Substantive or material amendments may require approval by the Burien City Council at a properly noticed public hearing.

b. Minor, non-substantive modifications may be approved in writing by mutual agreement of the Parties.

**18. Further Acts**

Each of the Parties agrees to perform all further acts and to execute any other documents necessary or desirable to effectuate the terms of this Agreement.

**19. Warranty of Capacity to Execute Agreement and Bind Party**

The Parties hereby acknowledge and agree that:

- a. They have had an opportunity to draft, review and revise this Agreement and the terms of this Agreement shall not be construed for or against either Party;
- b. They have carefully read this Agreement in its entirety, as well as any documents attached to or made a part of it, and they understand it; and
- c. They have been fully advised by legal counsel in connection with the consequences of execution of this Agreement and do so freely and voluntarily.

**20. Effect on Successors**

This Agreement and all of the terms and provisions herein shall inure to the benefit of and be legally binding upon the successors and assigns of the parties hereto, including any lessee under a ground lease of the Property and any lender that succeeds to the right, title and interest of a party hereto, its successor or assign, or a lessee under a ground lease.

**21. Captions and Headings**

The captions and headings throughout this Agreement are for convenience and reference only. The words contained in the captions and headings shall in no way be held or deemed to

define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any paragraph or the scope or the intent of this Agreement.

**22. Notices**

Any notices required or permitted to be given by this Agreement shall be (1) personally delivered evidenced by written receipt, or (2) mailed via certified or registered mail, return-receipt requested with postage pre-paid, or (3) shipped via express courier service for "next day delivery". Such notices shall be addressed as follows:

**IF TO THE CITY OF BURIEN:**

City Manager  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

**WITH A COPY TO:**

City Attorney  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

Community Development Director  
City of Burien  
400 SW 152<sup>nd</sup> Street, Suite 300  
Burien, WA 98166

**IF TO MILLER CREEK COURT:**

John MacLean, Principal  
Miller Creek Court LLC  
1100 N 115<sup>th</sup> Street, Suite #105  
Seattle, WA 98133

**WITH A COPY TO:**

\_\_\_\_\_  
\_\_\_\_\_  
Seattle, WA 98\_\_\_\_

**23. Severability and Invalidity of Particular Provisions**

Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of the term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**24. Entire Agreement**

This Agreement and any amendment thereto, including all exhibits, contains all of the covenants, promises, agreements, and conditions, both oral and written, between the Parties; provided, however, that Miller Creek Court shall be required to comply with all other requirements of local, state, and federal regulations and permitting requirements with the exception of the items contained in this Agreement.

**25. Recording With the Auditor**

This Agreement shall be recorded with the King County Auditor.

**26. Police Powers**

Nothing in this Agreement shall be construed to diminish, restrict or limit the police powers of the City of Burien granted by the Washington State Constitution or by any general laws. This Agreement is an exercise of the City's police powers and the authority granted by, *inter alia*, RCW Title 35A and RCW 36.70B.170 - .210.

**C. Supplemental Conditions of Development**

The Applicant is pursuing completion of a mixed-use development with 46 residential units and three office buildings as described and delineated in Exhibit B. This Agreement and the conditions below shall become supplemental conditions to all required permits for the Project.

The City agrees to defer the requirement for completion of the two remaining commercial buildings, C1 and C2, as delineated in Exhibit B, and agrees to grant a certificate of occupancy for the 46 residential units and building C3 upon final inspection and approval thereof, subject to the following conditions:

1. On or before \_\_\_\_\_, 2013, Miller Creek Court shall file a complete application for a Comprehensive Plan Amendment and Rezone for the Project from Community Commercial to Multi-Family Residential to be considered by the City during the next annual Comprehensive Plan Amendment cycle, which will commence on January 1, 2014.
2. If the Comprehensive Plan Amendment and Rezone is approved, then Miller Creek Court shall within six months of the approval submit a complete application for an amendment to the binding site plan to allow development of the property in conformance with the new zoning designation and submit all required land use and development permit applications in conformance with the Burien Municipal Code.
3. If the Comprehensive Plan Amendment and Rezone is denied, then Miller Creek Court shall within one year of the denial submit complete development permit applications for construction of commercial buildings C1 and C2, as described and delineated in Exhibit B, in conformance with the binding site plan approval and the Burien Municipal Code, and shall complete construction and obtain certificates of occupancy for said buildings within one year after permit approval by the City.

EXECUTED by the following duly authorized representatives of the Parties:

**FOR MILLER CREEK COURT:**

\_\_\_\_\_  
John MacLean

\_\_\_\_\_  
[Title]

Approved as to Form:

Legal Counsel for Miller Creek Court

By: \_\_\_\_\_  
\_\_\_\_\_, WSBA # \_\_\_\_\_

STATE OF WASHINGTON )  
 ): ss  
COUNTY OF KING )

On the \_\_\_\_ day of \_\_\_\_\_, 2013, before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the individuals described herein and who executed the foregoing instrument and acknowledged it on behalf of Miller Creek Court LLC and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL HERETO TO AFFIX the day and year first above written.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington  
My Commission Expires \_\_\_\_\_

**FOR THE CITY OF BURIEN:**

\_\_\_\_\_  
City Manager \_\_\_\_\_

Approved as to Form:

BURIEN CITY ATTORNEY

By: \_\_\_\_\_  
\_\_\_\_\_ WSBA # \_\_\_\_\_

STATE OF WASHINGTON        )  
  ): ss  
COUNTY OF KING            )

On this \_\_\_\_ day of \_\_\_\_\_, 2013 before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument and acknowledged it on behalf of the City of Burien, Washington and signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL HERETO TO AFFIX the day and year first above written.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington  
My Commission Expires \_\_\_\_\_

## **Exhibit A**

W HALF NE QTR NW QTR NW QTR STR 29-23-04 EXC N 20 FT THEREOF CONVEYED  
TO KING CO SUPERIOR COURT CAUSE NO 17878 FOR S 160TH ST RIGHT-OF-WAY;  
AND EXC PORTION THEREOF CONDEMNED IN KING CO SUPERIOR COURT 701462  
AND 704329 FOR STATE HIGHWAY



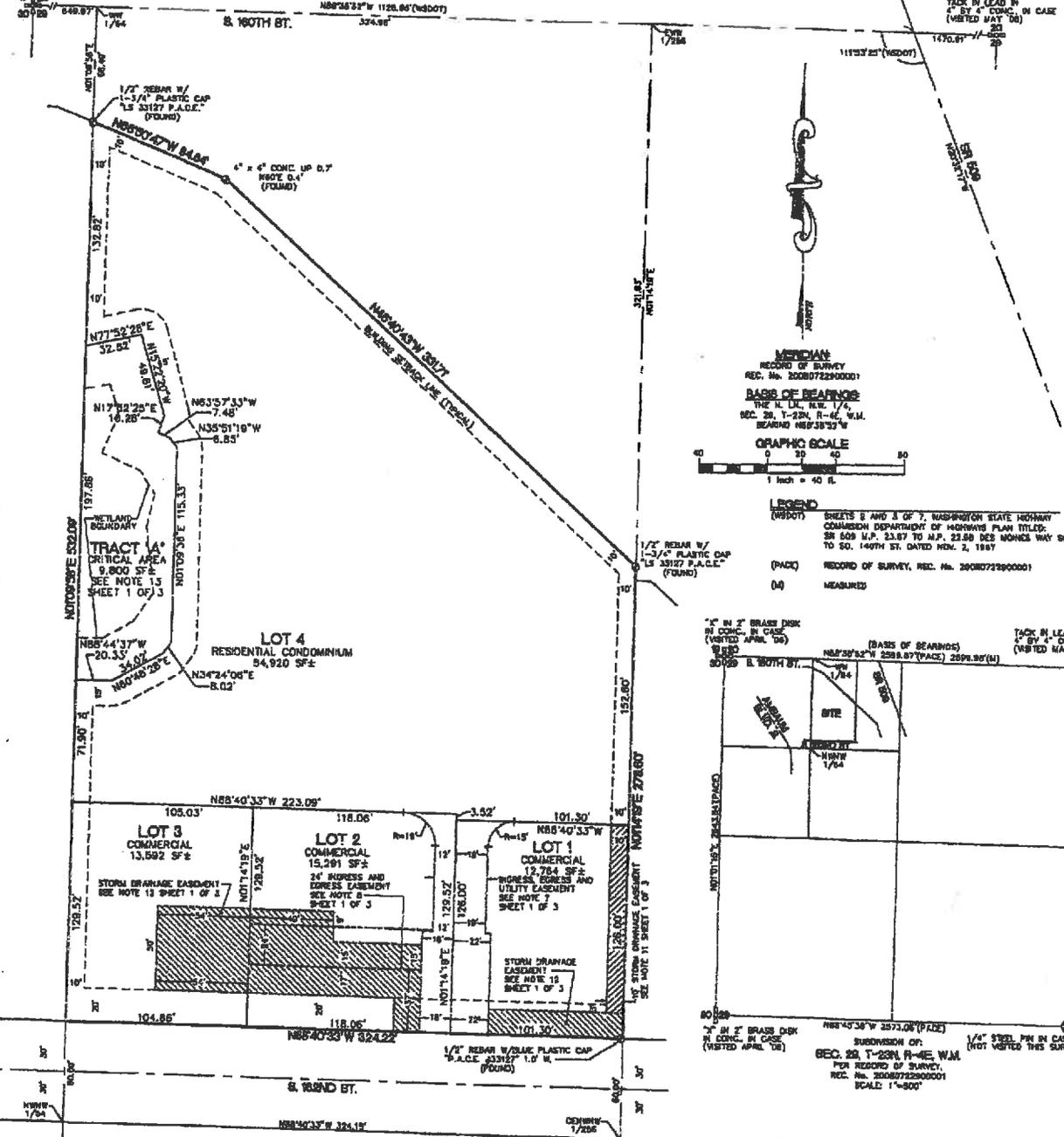
# MILLER CREEK JUNCTION BINDING SITE PLAN

A PORTION OF THE N.W. 1/4, N.W. 1/4 SEC. 29, T-23N, R-4E, W.M.  
CITY OF BURIEN, KING COUNTY, WASHINGTON

VOL. 70

1/2" IN 2" BRASS DISK  
IN CONC. IN CASE  
(NOT VERIFIED APRIL '06)

TACK IN LEAD IN  
4" BY 4" CONC. IN CASE  
(NOT VERIFIED MAY '06)



**LEGAL DESCRIPTION**  
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST 10.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON EXCEPT THE NORTH 20 FEET THEREOF AS CONVEYED TO KING COUNTY AND CONVEYED IN KING COUNTY SUPERIOR COURT CALLS No. 17074 FOR SOUTH 180TH STREET RIGHT-OF-WAY AND EXCEPT THAT PORTION THEREOF AS CONVEYED IN KING COUNTY SUPERIOR COURT CAUSE No. 704329 FOR STATE HIGHWAY.

CITY OF BURIEN FILE No. PLA 07-0854

SHEET 2 OF 3



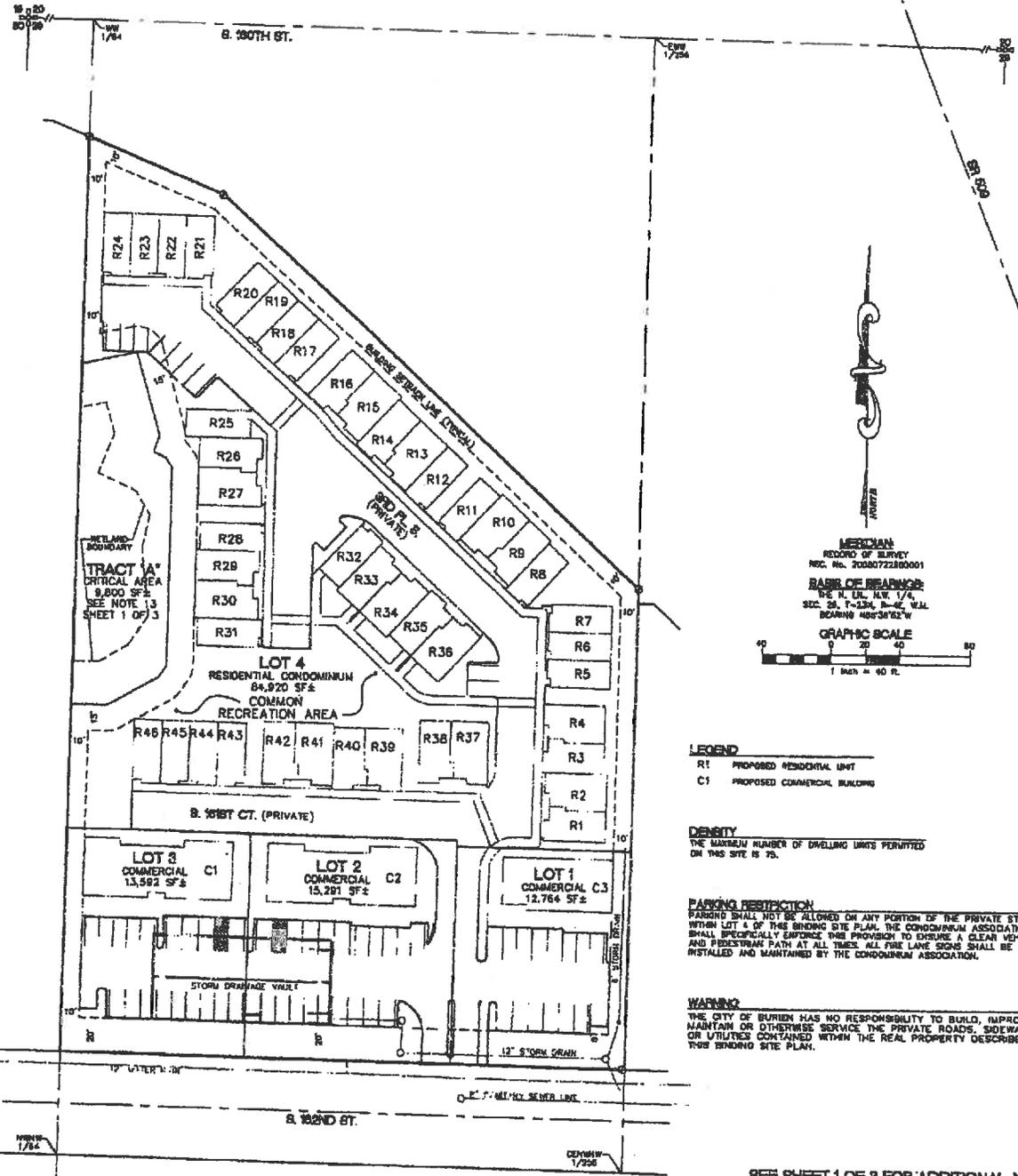
**DALEY-MORROW-POBLETE, INC.**  
208 ALBUQUERQUE WAY NORTH  
ALBUQUERQUE, WASHINGTON 98009  
PHONE: (253) 333-2200 (FAX) 333-2205

**dmp** ENGINEERING - SURVEYING  
LAND PLANNING  
08 JUL '09 0818283P

**MILLER CREEK JUNCTION  
BINDING SITE PLAN**

A PORTION OF THE N.W. 1/4, N.W. 1/4 SEC. 29, T-23N, R-4E, W.M.  
CITY OF BURIEN, KING COUNTY, WASHINGTON

VOL. PG.



TRACT "A"  
CRITICAL AREA  
9,800 SF±  
SEE NOTE 13  
SHEET 1 OF 3

LOT 4  
RESIDENTIAL CONDOMINIUM  
84,920 SF±  
COMMON  
RECREATION AREA

LOT 3  
COMMERCIAL  
13,592 SF±

LOT 2  
COMMERCIAL  
15,291 SF±

LOT 1  
COMMERCIAL C.3  
12,764 SF±

- LEGEND**
- R1 PROPOSED RESIDENTIAL UNIT
  - C1 PROPOSED COMMERCIAL BUILDING

**DENSITY**  
THE MAXIMUM NUMBER OF DWELLING UNITS PERMITTED  
ON THIS SITE IS 75.

**PARKING RESTRICTION**  
PARKING SHALL NOT BE ALLOWED ON ANY PORTION OF THE PRIVATE STREETS  
WITHIN LOT 4 OF THIS BINDING SITE PLAN. THE CONDOMINIUM ASSOCIATION  
SHALL SPECIFICALLY ENFORCE THE PROVISION TO ENSURE A CLEAR VEHICULAR  
AND PEDESTRIAN PATH AT ALL TIMES. ALL FIRE LANE SIGNS SHALL BE  
INSTALLED AND MAINTAINED BY THE CONDOMINIUM ASSOCIATION.

**WARNING**  
THE CITY OF BURIEN HAS NO RESPONSIBILITY TO BUILD, IMPROVE,  
MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ROADS, SIDEWALKS  
OR UTILITIES CONTAINED WITHIN THE REAL PROPERTY DESCRIBED IN  
THIS BINDING SITE PLAN.

SEE SHEET 1 OF 3 FOR ADDITIONAL NOTES



**DALEY-MORROW-POBLETE, INC.**  
728 ALBURN WAY NORTH  
ALBURN, WASHINGTON 98002  
PHONE: (253)333-2200 (FAX)333-2206

