





12/30/2003 09:22A

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Mark R. Feichtinger Stoel Rives LLP Bank of America Financial Center 805 Broadway, Suite 725 Vancouver, WA 98660-3302

Grantor

Downtown Vitality Partners L.L.C.

Grantee

City of Vancouver, Washington

Abbreviated Legal

Portions of Blocks 24, 25, 27, 28, 29, 34, 35 and 38, West Vancouver

Additional legal description on Exhibit A, attached

Assessor's Tax Parcel Nos.

049250-000, 048620-000, 049300-000, 049305-000, 048860-000, 048735-000, 048848-000, 048852-000, 048800-000, 048760-000,

048770-000, 048780-000, 048900-000, 048890-000, 049280-000,

049240-000 & 049290-000

### **DEVELOPMENT AGREEMENT**

**Effective Date:** 

December <u>22</u>, 2003

Parties:

DOWNTOWN VITALITY

PARTNERS L.L.C., a Washington limited liability company ("DVP"); and

THE CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation (the "City").

#### Recitals:

DVP is the developer of property within the downtown vicinity of the City of Vancouver legally described in Exhibit A attached hereto and incorporated fully by this reference (hereinafter the "DVP Property").

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- B. The DVP Property is currently designated on the comprehensive plan and zoned as Commercial-City Center ("C").
- C. DVP has acquired Block 23, portions of Block 24, Block 25, portions of Block 27, and portions of Blocks 28, 29, 34 and 35 in the City, and related entities already own Block 38, Block 39, Block 40, Block 43, and portions of Blocks 45 and 53 in the City. DVP has agreed to convey Block 23 and portions of Blocks 24 and 25 to the Vancouver Downtown Redevelopment Authority (the "DRA") to facilitate the DRA's development of a hotel and conference center, as more fully set forth in a purchase agreement between DVP, the DRA, and the City (the "Purchase Agreement"). The Purchase Agreement contains numerous terms and conditions related to the conveyance. In connection with the conveyance to the DRA, the City has agreed to convey to DVP (i) the so-called Pump Station Property located on Fifth Street and vacated Franklin Street, with lease back for nominal rent, and (ii) the Air Tec Property, located on the southwest corner of the intersection of Fifth Street and Esther Street.

Both the development of the DVP Property and the DRA's development of the hotel and conference center site require the vacation of Fifth Street between Columbia Boulevard and Esther Street.

- D. DVP will propose a conceptual development plan for the development of a portion of the DVP Property. The development will be newspaper publishing, printing, distribution, and production facilities for print and other media, and general office uses, proposed on Blocks 27, 28, 29, 34, 35, and 38 in downtown Vancouver. The proposed design would allow limited uncovered parking on properties owned by DVP for essential business uses that cannot be accommodated within parking structures, as described below. DVP will generally construct parking in structures for employee and customer use, but may construct uncovered surface parking when allowed by the Vancouver Municipal Code ("VMC") as presently enacted and as otherwise specifically provided in this Development Agreement. Other uses may include any use allowed in the City Center zoning district.
- E. The parties desire to enter into this Development Agreement to govern the development of the DVP Property.
- F. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into a development agreement that sets forth development standards and other provisions that apply to, govern, and vest the development and use of the real property described in Exhibit A.
- G. Preliminary trip generation information has been prepared by Frank Charbonneau, PE, with Charbonneau Engineering LLC, dated September 9, 2003 (the "Charbonneau Report"), and is attached hereto as Exhibit B.

DEVELOPMENT AGREEMENT - 2 PortInd1-2143458.12 0021285-00007 NOW, THEREFORE, the parties agree as follows:

- 1. Purpose. The general purpose of this Development Agreement is to:
  - 1.1 Define and describe the conceptual development plan for the DVP Property.
  - 1.2 Provide for the zoning and development standards for the DVP Property.
- 1.3 Provide for vehicular and pedestrian access, use, and circulation to serve the DVP Property.
  - 1.4 Reserve transportation capacity for the development of the DVP Property.
- 1.5 Provide trip credits for preexisting uses as shown in Figure 1 and Spreadsheet of the Charbonneau Report. Based on the trip generation information, a total of 932 Average Daily Trips ("ADT") was generated by the properties shown in Figure 1.
- 1.6 Provide for the credit for water, storm water, and wastewater system development charges for redevelopment of Blocks 27, 28, 29, 34, 35, and 38 (a) to the extent of the historic, peak employment and uses on those blocks and (b) up to the extent of the historic, peak employment and uses of The Columbian Publishing Company at its existing facilities on Block 38, Block 39, Block 40, Block 43, and portions of Blocks 45 and 53. Redevelopment of Block 39, Block 40, Block 43, and portions of Blocks 45 and 53 will therefore not receive a credit or waiver for prior uses on those blocks, if all of the historic capacity for those blocks is used for the redevelopment of Blocks 27, 28, 29, 34, 35 and 38.
- 1.7 Provide for the process to ensure compliance with the State Environmental Policy Act ("SEPA").
  - 1.8 Provide for vesting of development rights as provided in Section 13 below.
- 1.9 Provide ability to transfer to the DVP Property all or part of the existing trips generated by the existing Columbian operation on 8<sup>th</sup> Street. According to the Charbonneau Report, the existing Columbian operating site has generated at relevant times a total of 1,755 ADT. DVP anticipates transferring approximately 1,113 ADT to the DVP Property, leaving an approximate balance of 642 ADT vested with the current Columbian operating site.
- 2. Agreement. This Development Agreement governs and vests the development of the property described in Exhibit A.



# 3. Development Standards and Zoning of the DVP Property.

3.1 Comprehensive Plan and Zoning. The Comprehensive Plan designation for the DVP Property is City Center. The zoning designation is Commercial-City Center. All uses described in Section 5.1 below are permitted outright in the Comprehensive Plan and applicable Zoning Code provisions.

## 3.2 Comprehensive Plan and Capital Improvements.

- (a) Transportation Improvements/Capital Facilities Plan Amendments. The City will add the following transportation improvements to its capital facilities plan ("CFP"):
- (1) Lowering Esther Street, from 6th Street south through 4th Street, grade changes in 4th Street to accommodate such regrading, and construction of an underpass under the Burlington-Northern Railroad right-of-way;
- (2) Include in the Transportation System Plan ("TSP") and CFP an east-west corridor from Columbia Boulevard to 8<sup>th</sup> Street situated parallel to and south of the Burlington-Northern Railroad right-of-way.
- (3) Construction of a vehicular traffic roundabout at the intersection of 6th Street and Esther Street.
- (4) Include a realignment of 4<sup>th</sup> Street in the TSP and CFP between Columbia Boulevard and Esther Street immediately north of and adjacent to the Burlington Northern right-of-way.
- (b) Storm Water. No changes to the regional facilities plans for storm water service are anticipated.
- (c) Water and Sewer. The City shall modify its Comprehensive Sewer Service Plan to allow for abandonment of the existing Sewage Pump Station at Fifth Street and Franklin Street. The redevelopment area west of Columbia Blvd., south of 6<sup>th</sup> Street and north of the Burlington-Northern Railroad right-of-way will then be served by private sewage pump stations inside each new building in that vicinity. Each pump station will have a separate force main discharge line to the large public interceptor sewer line within the 6<sup>th</sup> Street right-of-way.
- 4. Conceptual Development Plan. DVP is in the process of preparing a Conceptual Development Plan that will be compatible, to be determined by the City Manager's designee, with this Development Agreement. However, until completion of several transactions pending with the City, DVP cannot complete the Conceptual Development Plan. Upon its completion, the Conceptual Development Plan will be appended to this Development Agreement by Addendum, without requiring further action by the Vancouver City Council; provided, however,

DEVELOPMENT AGREEMENT - 4 PortInd1-2143458.12 0021285-00007 that if the Conceptual Development Plan proposes changes that are significantly different from the concepts described in this Development Agreement, the City shall request further review and an amendment to this Development Agreement by the City Council.

- 5. Applicable Standards for City Center Commercial Development. Development of the DVP Property shall comply with the City's City Center Zoning Code and other ordinances to which this development is vested in accordance with the terms of this Development Agreement.
- 5.1 Permitted Uses. The DVP Property will be used for the following purposes and uses and any other uses allowed in the Zoning Code: newspaper printing press, printing operations, distribution, production facilities for print and other media, and professional and administrative offices, including offices related to newspaper publishing and any other office uses. Uncovered parking will be allowed on properties owned by DVP as described in Section 5.8 below, in addition to any other area where surface parking is currently allowed by City Code. For the term of this Development Agreement, the City will not impose zoning requirements on DVP that would limit or restrict the vested rights described herein.
- 5.2 Dimensional Standard and Setbacks. No minimum lot size, width, depth, or street frontage requirements shall apply to the development of the DVP Property. No building setbacks shall apply to the DVP Property development, including no minimum side yard, street yard, or rear yard setbacks, and a 30-foot wide setback on the easterly property line of the DVP Property on Blocks 28 and 29 shall satisfy building and fire codes with respect to access by emergency vehicles to the east side of the buildings to be located on Blocks 28 and 29.

#### 5.3 Vehicular Access.

**DVP Access.** The vacation of Fifth Street, the location of the railroad berm to the southwest of the DVP Property, the location of industrial uses to the west of the railroad berm, and traffic calming on 9th Street combine to limit east-west access to the DVP Property. Access to and through both 6th Street and 4th Street from Columbia Boulevard or alternative routes to the railroad berm is essential as a fundamental business need for the proposed DVP development. Access to and from the DVP Property shall be via 6th Street and 4th Street and Esther Street. Ongoing motor vehicle access to and through these streets for general business use is necessary for the overall success of the City's downtown redevelopment plans, and will provide a substantial benefit to the community. The City may post weight limit signs limiting trucks with more than two axles on Esther Street north of 6th Street. The City reserves the right to close Esther Street north of 6<sup>th</sup> Street and 6<sup>th</sup> Street for special events; however, in no event shall both Esther Street and 6th Street be closed at the same time until Esther Street south of 6<sup>th</sup> Street is extended through the railroad berm and connected to Columbia Street. The City agrees to provide not less than three business days' advance notice of such access limitations and closures, and to leave open 4<sup>th</sup> Street and Esther Street south of 6<sup>th</sup> Street. In the event of such restricted access or closures, the City shall ensure reasonable alternative access to and from the DVP Property. The City reserves the right to close all of the above



referenced streets for maintenance and repairs; however, a single point of access to the DVP Property for all business traffic, including truck traffic, shall be maintained at all times.

Potential Roadway Adjacent to the Burlington-Northern Railroad Right-of-Way. The Esther Short Urban Renewal Plan encourages redevelopment of the DVP Property. DVP plans to redevelop the DVP Property and the property currently occupied by the existing Columbian Publishing Company facilities, with new headquarters and printing facilities and other media production facilities, and with amenities that promote pedestrian access to Esther Short Park to the Columbia Riverfront, for the benefit of its employees and the general public. DVP will also park and maneuver its fleet of vehicles on the south side of such new and existing buildings and properties, and locate parking for employees and tenants in a manner that would be incompatible with a public roadway situated in this location, but in a manner that accommodates access to the waterfront amenities for its employees and the general public. This circulation is an essential component of the ongoing use of the DVP Property for DVP's fundamental business purposes.

If the City intended to develop a public roadway parallel with and along the northern side of the Burlington-Northern Railroad right-of-way to the west of Esther Street, or north of current 4th Street and east of Esther Street, such roadway development would severely impair the value and viability of DVP's redevelopment of the DVP Property. DVP would not have agreed to convey Blocks 23 and 24 to the City, but instead would have developed its new facilities on the entirety of the DVP Property, including the existing Columbian Publishing Company Property. Consequently, the City agrees that all of the DVP Property adjacent to the Burlington-Northern Railroad right-of-way (west of Esther Street, and east of Esther Street as to the portion of the DVP Property located north of existing 4th Street) is appropriately included within DVP's development plans, and is essential to the successful use and development of the DVP Property for the purposes intended and confirmed in this Development Agreement. This portion of the DVP Property shall not be improved with public roadways, streets or alleys, or other public vehicular access at any time during the duration of this Development Agreement.

#### Pedestrian Access and Connections. 5.4

Sky Bridge. As a fundamental component of the development proposal, DVP has agreed to convey Blocks 23 and 24 to the City for development as a hotel and conference center. As a consequence of this conveyance, in order to enable necessary pedestrian circulation between DVP's remaining properties, including Blocks 28, 29, 34, and 35, it is essential for DVP to construct and maintain a sky bridge over Esther Street per applicable structural engineering standards at the time of design. This pedestrian circulation is essential to enable the uses described herein, and to fully integrate the DVP Property for coordinated, comprehensive business purposes. The City will grant and convey to DVP a perpetual Street Use Permit for a sky bridge situated with a minimum height of 17½ feet above the street grade (no maximum height restriction will be imposed). The sky bridge shall be constructed with a clear span beam designed without support columns placed within the public right-of-way, excepting at the building line, and may be constructed at any point south of the 6th Street and

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Esther Street intersection. The sky bridge shall be proposed and constructed at the sole election of and cost to DVP. The City acknowledges that the Street Use Permit shall be granted at no cost to DVP, in that but for the conveyance of Blocks 23 and 24 to the City, the sky bridge would not be necessary, and DVP will incur substantial additional costs for these amenities.

- (b) Vacated Daniels Street. Daniels Street, situated to the east of Blocks 28 and 29, is a previously vacated street. To enable and facilitate the City's plans for overall downtown pedestrian circulation, DVP agrees to convey to the City an easement over the westerly 30 feet of vacated Daniels Street abutting Blocks 28 and 29, to be used for pedestrian walkway and emergency vehicle access purposes. The City agrees to develop the entire 60-foot right-of-way width, including the easterly one-half (30 feet) of vacated Daniels Street, abutting Blocks 23 and 24, to be used for pedestrian walkway and emergency vehicle access purposes. DVP agrees to convey the 30-foot-wide easement in vacated Daniels Street without cost to the City, as partial consideration for the City's vacation of Fifth Street.
- (1) Design of Daniels Street Pedestrian Walkway. Vacated Daniels Street will be used for the exclusive purposes of pedestrian and emergency vehicle access. Its design will be similar to the walkway extending through the Heritage Place development to the north. The City will allow DVP to review and approve the design of the Daniels Street pedestrian walkway and emergency access in advance of DVP's conveyance of this portion of the DVP Property to the City. DVP shall not unreasonably withhold approval.
- Walkway. The City shall be solely responsible for all costs and work required for construction and ongoing maintenance of the Daniels Street pedestrian walkway. The City shall maintain the walkway in as good or better condition as other pedestrian walkway amenities in common and active use by the public. DVP shall not be responsible for any portion of these costs.
- 5.5 Landscaping. All landscaping issues will be addressed at the time of site plan review.
- **5.6 Building Orientation.** The building orientation design considerations will be addressed at the time of site plan review.
- 5.7 Building Design and Elevation. All buildings constructed on the DVP Property may cover 100 percent of existing blocks or lots, including streets that have been vacated by action of the City Council or by operation of law. Standard two-story elevation construction shall be permitted, although DVP may, at its sole election, propose any higher building design up to the maximum allowed under VMC 20.21.310 and any other applicable regulations and ordinances in effect at the time of this Development Agreement.
- 5.8 Parking. DVP shall provide sufficient on-site parking to accommodate all uses proposed. General employee and customer parking will generally be provided in parking structures, except in those areas where the VMC currently otherwise allows surface parking.

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However, due to the fundamental nature of DVP's media and publishing needs, underground parking cannot be provided under the printing press. Uncovered, surface parking is necessary for temporary loading and unloading of delivery vans and trucks, and limited uncovered, surface parking is necessary for overnight parking of delivery vans and trucks. Additionally, a limited number (between 15 and 20 spaces) of uncovered, on-site surface parking spaces are needed for short-term business customers and disabled clients and customers, in close proximity to The Columbian Publishing Company's business office. The City concurs that this scope of uncovered, surface parking is not prohibited or restricted by VMC 20.59.400, et seq. or by any other ordinance of the City. The City shall not require enclosed parking structure parking for the limited uses described in this Section 5.8.

- 5.9 Fire Code Access Standard. The emergency access provided through vacated Daniels Street along the eastern edge of Blocks 28 and 29 shall satisfy fire code access and service requirements. DVP shall be permitted to construct its building up to the eastern property line of vacated Daniels Street (for the distance of Blocks 28 and 29), without setbacks.
- 5.10 Election to Site Uses According to Subsequently Adopted Zoning Code.

  Notwithstanding anything herein to the contrary, DVP may, at any time during the term of this Development Agreement, elect to site land uses allowed by the Zoning Code existing at the time of this Development Agreement or as amended during the duration of this Development Agreement; provided, however, that if DVP elects to retain its vested rights under this Development Agreement while seeking applicability of selected subsequently enacted Zoning Code provisions, DVP shall first seek and obtain a determination from the City's Planning Department that such mixing of regulatory requirements will not result in an incoherent or inconsistent blending of regulatory controls that would be contrary to the public interest.

#### 5.11 Site Plan Review Process.

- (a) Site Plan Review. DVP will apply for site plan review of the DVP Property. DVP may develop the DVP Property in one or more phases through a master plan process. Except as provided herein, one site plan or master plan review process shall be allowed regardless of any phasing of the DVP Property development, provided that nothing herein shall preclude DVP from applying for site plan or master plan review of all or part of its project, including phased development. DVP shall not be required to submit site plans or a master plan for the entire project in connection with the initial phase or any subsequent phase.
- (1) Concurrency and Trip Generation. Trip generation will be calculated for the development at the time of site plan review consistent with the Charbonneau Report. The trip calculation will include preexisting trips allocated to the DVP Property. This Agreement further permits the transfer of some or all of the trips, at the election of DVP, from the existing Columbian operating site to the DVP Property. According to the Charbonneau Report, at relevant times, a total of 1,755 ADT has been generated from the existing Columbian operating site. Upon redevelopment of the existing Columbian operating site, the owner of that existing site will be required to provide traffic impact studies, reporting all new trips generated.

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Trips not transferred to the DVP Property shall remain vested with the existing Columbian operating site. These trips are described in the Charbonneau Report. At the election of DVP, some or all of the 1,755 ADT associated with the Columbian Publishing Company Property (Block 39, Block 40, Block 43, and portions of Blocks 45 and 53), may be transferred to the DVP Property as described in this Agreement.

Based upon the trips reserved under Section 7.1 below, the nominal plan discussed in Section 7.1 is hereby determined to comply with concurrency standards.

- (2) Parking. Required parking will be determined according to VMC Table 20.81.310, *provided* that limited uncovered, surface parking shall be permitted on the DVP Property as described herein.
- (3) No New Site Plan Review Required for Subsequent Phases. Upon approval of the first site plan or master plan for any portion or all of the DVP Property, a site plan for a subsequent phase or a portion of the DVP Property shall be allowed, but shall not be required, so long as:
- i. The subsequent use is permitted under the terms of this Development Agreement;
- ii. The Transportation Compliance Letter (described in Section 6.7 below) shows that the total number of trips used on the DVP Property does not exceed the total capacity reserved under Section 7.1 below;
- iii. The project still meets the parking requirements of VMC 20.81.310 (table); and
- iv. The nature of the tenant improvements does not trigger site plan review under VMC 20.00.240, and as hereafter amended; *provided* that any standard in VMC 20.00.240 relating to trip generation will not apply given the provisions in this Development Agreement governing concurrency.
- (b) SEPA Process. SEPA review shall occur as a component of site plan review. Review of phased development shall be allowed in accordance with WAC 197-11-060(5). The City will rely on and incorporate previously completed SEPA reviews conducted for downtown planning purposes and other development applications, as applicable.
- (c) Coordination with Capacity Reserved Through This Development Agreement. At the time an application for site plan review is deemed fully complete, the trips allocated to the site plan will be subtracted from the total number of trips reserved through this Development Agreement. If any applicant is a party other than DVP, each applicant for site plan review shall show the City evidence of the number of trips acquired from DVP and thus available for use in that site plan. This evidence of acquired trips shall be in the form of a

DEVELOPMENT AGREEMENT - 9 Portlnd1-2143458.12 0021285-00007 notarized agreement with DVP. When vested trips for the DVP Property are exhausted, DVP or its successor shall submit a new traffic impact study in compliance with applicable standards.

- (d) Survival of Reserved Transportation Capacity. The transportation capacity allocated in the site plan approval and the total capacity reserved under Section 7.1 below shall not be affected by any interim use that has a lower trip generation than the number of trips previously reserved for that property. The capacities allocated in each site plan approval and the total capacity reserved under Section 7.1 below shall remain reserved with the property for 20 years from the date of this Development Agreement. If at the end of the 20-year period of this Agreement any of the reserved and vested trips for the benefit of the DVP Property have not been used, the unused trips vested by this Agreement for the benefit of the DVP Property will be forfeited to the transportation system.
- (e) Trip Mitigation. Nothing in this Section 5.11 will prevent DVP from using joint use parking agreements, commitments to transit use, or any other means to reduce or mitigate trips or impacts on parking sufficient to meet the criteria in this Section 5.11.

## 6. Transportation and Circulation.

- 6.1 Transportation Improvements. DVP will dedicate sufficient real property to accommodate a roundabout at the intersection of 6th Street and Esther Street, accommodating on an interim basis any continuing use by Columbia Credit Union of the existing building before demolition. DVP will construct several on- and off-site transportation infrastructure improvements as identified through site plan review. All street improvements are subject to the City's review and approval during site plan review, and street and traffic signal construction shall comply with City standards in effect at the time of design.
- 6.2 Access Management. Access management concerns, if any, will be addressed during site plan review.
- **6.3** Payment of Proportional Share. Any potential proportionate share contribution by DVP will be assessed during site plan review. The proportional share shall be based upon a traffic analysis provided by DVP.
- **6.4** Signal Systems. Any signal system improvements will be assessed during each site plan review, based upon a traffic analysis provided by DVP.
- 6.5 City-Constructed Transportation Improvements. DVP shall not be responsible for any costs associated with improvements to Esther Street, including, without limitation, grade changes, including necessary grade changes to 4th Street, realignment, any berm, oriented access road described in Section 5.3(c) above, construction of a tunnel or overpass under or over the railroad right-of-way, pedestrian improvements, etc. DVP shall coordinate with the City and provide detailed site plan information to the City during the design of frontage of Esther Street. Additionally, provided the new trips generated do not exceed the



transportation capacity reserved pursuant to Section 7.1 below, and nominal development plan described in the Charbonneau Report, DVP shall not be responsible for any costs associated with the construction and improvement of Jefferson Street and Kaufman Street, and construction and improvements to on-ramps and off-ramps accessing Interstate-5 and State Route 14, including signals. DVP and the City agree that these street improvements are capacity improvements that will not be made necessary by the DVP Property development proposal; *provided* that nothing in this Section 6.5 shall restrict the City's allocation to such improvements of TIFs assessed against the DVP development.

#### 6.6 Fifth Street Vacation.

- (a) The City shall expeditiously process the City-originated application to vacate Fifth Street abutting the DVP Property. Upon vesting of title in the City to the complete Pump Station Property, the City will convey the Pump Station Property to DVP and shall vacate the southern one-half width of Fifth Street which abuts the Pump Station Property.
- residual easements or interests within vacated Fifth Street, whether recorded or unrecorded. The City shall cause the abandonment and blanking off of City utility and service lines within vacated Fifth Street, and allow construction over and upon such abandoned utility and service lines. If DVP desires that a City utility or service line be physically removed from vacated Fifth Street, DVP will pay for the removal of such abandoned lines. The City will provide sanitary sewer and water service to the conference center and hotel through new lines or existing lines in other streets without expense to DVP. At the time of redevelopment of the DVP Property, DVP will connect, at DVP's expense, to existing or new City utility and service lines located in other streets in order to serve the DVP Property, including as set forth in Section 3.2(c) above. The parties recognize that following the Fifth Street vacation, the City will continue to use a portion of Fifth Street west of Esther Street for water and sewer services. At the election of DVP, DVP may blank off or remove these lines and connect to such City utilities and services in other streets to serve the DVP Property, at DVP's expense, and the City shall cooperate with DVP to abandon the lines and release those easements of record.
- 6.7 Transportation Compliance Letter. To ensure compliance with the Charbonneau Report and the associated conditions of approval, a Transportation Compliance Letter must be completed by a licensed traffic engineer and submitted to the City for approval as part of each site plan review application for the DVP Property, which may occur in subsequent project phases. The Transportation Compliance Letter will include TMZ and TAZ information and address the following four issues:
- (a) Calculate the cumulative number of weekday a.m. and p.m. peak hour trips that have been previously allocated for development of the DVP Property and determine whether the proposed site plan application's estimated weekday a.m. and p.m. peak hour trip generation (based on the latest version of the ITE Trip Generation Manual) will exceed the

reserved capacity described in Section 7.1 below and thereby trigger any of the conditioned offsite improvements.

- Determine whether the overall trip generation of the DVP Property will remain within the allocated weekday a.m. and p.m. peak hour trips for the development as documented in the Charbonneau Report and described in Section 7.1 below. If the estimated trip generation potential of the proposed land use and the cumulative trip generation potential of previously approved land uses on the DVP Property exceed the original traffic impact study trip generation assumptions in the Charbonneau Report, additional traffic analysis will be required to determine particular improvements for the respective site under consideration for site plan review.
  - Evaluate the safety and operation of any proposed development. (c)
- (d) Evaluate on-site and off-site pedestrian, bicycle, and vehicular circulation and safety.

#### 7. Reservation of Transportation Capacity.

- As part of the conceptual development plan for the development of the DVP Property, the Charbonneau Report was completed by Charbonneau Engineering LLC to determine the average daily trips and p.m. peak hour trips generated by future development of the DVP Property. The Charbonneau Report estimated that future development as contemplated herein, assuming a six-story office structure and a production and distribution facility. The City hereby reserves and vests 337 p.m. peak hour trips and 426 a.m. peak hour trips for the DVP Property for use throughout the term of this Agreement. The actual extent of use of these reserved and vested trips will be documented upon the approval of each site plan for the DVP Property or a portion thereof. These trips are vested under this Development Agreement for a period of 20 years from the date of this Development Agreement for purposes of transportation concurrency, as authorized by VMC chapter 11.95.
- For any lot transferred by DVP to another party, the transferee may apply for a new certificate of concurrency based on a new traffic study before DVP's use of all of the net new a.m. and p.m. peak hour trips reserved under this Section 7. New trips vested by a new certificate of concurrency will be subject to all applicable standards in place at the time of that vesting, including TIFs provided that if DVP retains an interest in the transferred lot or any building constructed thereon (e.g., a lease of space, participation in a joint venture or entity). DVP may, at its sole election, retain any vested trips and apply those trips to the retained real property interest and development.
- 8. Calculation of TIFs. Transportation impact fees have been calculated for the project based on potential net new average daily trips, using as a base the preexisting trips described in the Charbonneau Report. The redevelopment of the DVP Property is expected to generate fewer trips per day, but will result in an increase in a.m. and p.m. peak hour trips. The new average

daily trip calculation accounts for and credits preexisting trips as shown in the Charbonneau Report, and this Agreement further allows transfer of up to 1,755 ADT from the existing Columbian operating site to the DVP Property for use as preexisting trips for purposes of calculating TIF.

9. TIF Credits. Nothing contained in this Development Agreement shall preclude DVP from receiving TIF credits as defined in the current TIF ordinance and accounting procedures for its improvements to any eligible transportation facilities. Consistent with the vesting provisions of this Development Agreement, the TIF credits described in this Section 9 will be calculated according to VMC 20.97.170, as it is in effect at the time this Development Agreement is executed.

## 10. Water, Sewer, and Storm Water.

- Sewage Pump Station property and improvements on Fifth Street and Franklin Street and lease the Pump Station property back to the City for a period of not less than five (5) years. The City shall abandon in-place the Sewage Pump Station after said period. Except as provided in the "Fifth Street Pump Station Purchase and Sale Agreement" (referenced in Paragraph 16 below) DVP shall, at DVP's sole expense, be responsible for removal of the Pump Station and appurtenances on the site. Sewer service for the area west of Columbia Blvd., south of 6<sup>th</sup> Street, and north of the Burlington-Northern Railroad right-of-way shall then be served by private sewage pump stations inside of each new building. DVP shall, at DVP's sole expense, provide these private replacement pump stations within its building(s) along with individual force mains, which will discharge to the existing public sewer interceptor line situated within the 6<sup>th</sup> Street right-of-way.
- 10.2 System Development Charge ("SDC") Credits. In the City's assessment of SDCs for sewer, water, and storm water service connections for the development of the DVP Property, DVP shall receive a credit for SDCs to the extent of historic, peak employment and uses of Blocks 27, 28, 29, 34, 35 and 38, and The Columbian Publishing Company's existing facilities on Block 38, Block 39, Block 40, Block 43, and portions of Blocks 45 and 53. The SDC credit shall account for the peak water service demands and wastewater and storm water flows generated from these properties at any time after 1981 (the date the City enacted the SDC ordinance). The reason for this credit is to account for the fact that all uses existing on or after 1981 have either paid SDCs to the City or are accounted for in the City's SDC model, and are considered to impose continued impacts and system development needs affecting the municipal water, wastewater, and storm water systems. This credit shall not alleviate DVP's obligation to pay regular connection charges and ongoing utility service rates.
- 11. "Undergrounding" Electric Lines. DVP acknowledges that vacation of Fifth Street and improvement of a conference center and hotel will require removal of the above ground power lines in Fifth Street. Seller acknowledges that portions of the DVP Property will not be served

by electric power as a result. City, DVP and DRA shall work with Clark Public Utilities to reach a reasonable phased schedule and allocation of costs for installing electrical lines in existing underground conduit, and placing necessary power underground in the Esther Short Redevelopment Area.

- 12. Additional Impact Fee Credits and Latecomer Fees. Nothing contained in this Development Agreement shall preclude DVP from receiving additional impact fee credits and system development charge credits to the extent available under the terms of the Vancouver Municipal Code and/or latecomer fees pursuant to a latecomer agreement.
- 13. Vesting. This Development Agreement and the development standards in this Development Agreement or incorporated by reference herein shall govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance or development standards or regulation adopted after the effective date of this Development Agreement, except for standards that are beyond City ability to adopt (e.g., ADA, American Disability Act). Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with this Development Agreement; provided, however, that except as provided in Section 5.10 above, DVP reserves the right to elect to be subject to later enacted laws, regulations, and ordinances. Such election shall not change, limit, or affect DVP's vested rights under any other law, regulation, or ordinance.
- 13.1 Transportation Capacity. This Development Agreement reserves transportation capacity for 20 years from the date of this Development Agreement, under the authority of VMC 11.95.110(E). At the termination of this 20 year period, any remaining trips not allocated to development of the DVP Property will return to the City's system.
- 13.2 City's Reserved Authority. Anything in this Development Agreement to the contrary notwithstanding, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B.170(4); provided, however, that such action shall only be taken by legislative act of the Vancouver City Council after appropriate public process.
- 14. Run with the Land. This Development Agreement shall run with the land and be binding on the parties' successors and assigns. This Development Agreement shall be recorded with the Clark County Auditor.
- 15. Term. The term of this Development Agreement shall be 20 years. The parties may mutually agree to extend the term.
- 16. Not an Exclusive Agreement; Incorporation by Reference. This Development Agreement is one of several contractual transaction documents negotiated between DVP and the City, including, without limitation, the Purchase Agreement, the Pump Station Purchase and Sale Agreement, and the Air Tec Site Purchase and Sale Agreement. Such other contractual

transaction documents are not merged herein, and shall continue to have binding effect based upon their own terms.

By:

Its:

Name: Scott Campbell Member

Public Hearing. The Vancouver City Council has approved execution of this 17. Development Agreement by ordinance after a public hearing.

Dated this May of December, 2003.

CITY OF VANCOUVER, a Washington municipal corporation

DOWNTOWN VITALITY PARTNERS L.L.C., a Washington limited liability company

Pat McDomell, City Manager

Attest:

City Clerk

Approved as to form:

STATE OF WASHINGTON	)	TO SO STATE COUNTY, W
	) ss.	
County of Clark	)	
satisfactory evidence that he signed execute this instrument and acknow	this ins ledged uch par	ared personally before me and that I know or have strument, on oath stated that he was authorized to it as a member of Downtown Vitality Partners L.L.C. ty for the uses and purposes mentioned in the notation of the local structure of Downtown Vitality Partners L.L.C. ty for the uses and purposes mentioned in the notation of the local structure of Downtown Vitality Partners L.L.C. ty for the uses and purposes mentioned in the notation of the local structure of Downtown Vitality Partners L.L.C. ty for the uses and purposes mentioned in the notation of the local structure of Downtown Vitality Partners L.L.C. ty for the uses and purposes mentioned in the notation of the local structure of the local structur
STATE OF WASHINGTON	) ) ss.	

I certify that **Pat McDonnell** appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the city manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this Zay of December, 2003.

JOHN CO PTT STORY OF WASHING

NOTARY PUBLIC FOR WASHINGTON
Residing in DOUTH COUNTY
My Commission Expires: Z-17-04

County of Clark



#### Exhibit A

# **Description of DVP Property**

## Parcel 1:

That portion of Blocks 34 and 38 of the Plat of the Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, appearing in volume "B" at Page 040, Records of Clark County, Washington, and that portion of vacated Franklin Street between West Fifth Street and West Sixth Street described as follows:

BEGINNING at a point which is on the South line of West Sixth Street and being 100 feet north 89°14'34" West of the Northeast corner of Block 34 of said plat; thence North 89°14'34" West along the South line of said street 200 feet to a point; thence South 0°45'26" East 202.71 feet, more or less, to a point on the North line of West Fifth Street; thence South 89°14'07" East along the North line of said street 200 feet to a point which is 100 feet North 89°14'07" West of the Southeast corner of said Block 34; thence North 0°45'26" East 202.74 feet, more or less, to the point of beginning.

## Parcel 2:

All of Block 29 of the Plat of the Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, appearing in Volume "B" at Page 040, Records of Clark County, Washington.

Together with a portion of vacated Daniels Street, formerly "D" Street, described as follows:

BEGINNING at the Northeast corner of said Block 29; and running thence East 40 feet; thence South along the centerline of Daniels Street to the North line of West Fifth Street; thence West 40 feet to the Southeast corner of said Block 29; thence North to the place of beginning.

## Parcel 3:

Lots 1 through 4, inclusive, Block 23, Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, recorded in Volume "B" of Plats at Page 040, Records of Clark County, Washington.

Together with the East half of that portion of vacated Daniels Street adjoining said Lot 4 on the West.

All of Lots 5, 6, 7 and 8, Block 23, of the City of Vancouver, according to the plat thereof, recorded in Volume "B" of Plats, Page 040.

Together with that portion of Daniels Street vacated by the City of Vancouver adjoining Lot 5.

DEVELOPMENT AGREEMENT - 17
Portlnd1-2143458.12 0021285-00007



### Parcel 4:

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Lots 1 and 2, and all of those portions of Lots 7 and 8, in Block 35 of the Plat of the original City of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, appearing in Volume "B" at Page 040, Records of Clark County, Washington, which lie North of the northerly right-of-way line of the Spokane, Portland and Seattle Railway Company main line to Spokane, said right-of-way line being parallel to and 42.5 feet distance from, the centerline of said main line tract.

### Parcel 5:

That portion of Lots 3 and 4, Block 35, Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, recorded in Volume "B" of Plats, Page 040, Records of Clark County, Washington, lying northeasterly of a line parallel with and distant 42.5 feet northeasterly from the centerline of the Spokane, Portland and Seattle Railway Company main line.

#### Parcel 6:

Block 25, City of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, recorded in Volume "B" of Plats, Page 040, Records of Clark County, Washington.

Except that portion of Lots 5 and 6 in said Block 25, lying southerly of a line parallel to and 50 feet northeasterly from the centerline of the Spokane, Portland and Seattle Railway Company's main tract.

Also except the North half of Lot 4, in said Block 25.

Together with that portion of vacated 3<sup>rd</sup> Street described as follows:

BEGINNING at the Southeast corner of said Block 25; thence South along the West line of Columbia Street extended to the Northeast corner of Lot 1, Block 26, of said subdivision; thence in a northwesterly direction to the Southwest corner of Lot 7 of said Block 25; thence East along the southerly line of said Block 25 to the point of beginning.

Together with the full width of vacated Daniels Street adjacent to the South half of Lots 4 and 5 in said Block 25, lying northerly of a line parallel to and 50 feet northeasterly from the centerline of said main tract.

Together with that portion of Lots 1, 2 and 3, Block 27, City of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, recorded in Volume "B" of Plats, Page 040, Records of said county, lying northeasterly of a line parallel with and 42.5 feet distant northeasterly from, when measured at right angles to, the centerline of the main tract of the Spokane, Portland and Seattle Railway Company as presently located.

Except the North half of Lot 1 in said Block 27.

**DEVELOPMENT AGREEMENT - 18** Portlnd1-2143458.12 0021285-00007

Also Lots 5, 6 and 7 of Block 28, of the Plat of the Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, appearing in Volume "B" at Page 040, Records of Clark County, Washington.

Except the southwest corner of said Lot 5 described as follows:

BEGINNING at the Southwest corner of Lot 5, Block 28 of West Vancouver, and running thence East 28.95 feet to a point; thence northwesterly along the arc of a curve concave to the Northeast and having a radius of 65 feet, a curve distance of 40.24 feet to a point on the West line of Lot 5 which is 27.02 feet North of said Southwest corner of Lot 5; thence South 271.02 feet to the place of beginning.

Together with Lots 1 and 8 of Block 28, of the Plat of the Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, as recorded in Volume "B" at Page 040, Records of Clark County, Washington.

Together with a portion of vacated Daniels Street, formerly "D" Street, described as follows:

BEGINNING at the Northeast corner of said Block 28; and running thence East 40 feet to the center of said vacated Daniels Street; thence South to a point 40 feet East of the Southeast corner of said Block 28; thence West 40 feet; thence North to the place of beginning.

Together with Lot 2 of Block 28 of WEST VANCOUVER which is the plat of the Town of Vancouver, as Recorded in Volume "B" at Page 040, Records of Clark County, Washington.

Also Lot 4 of Block 24 of the plat of the Town of Vancouver, commonly known as WEST VANCOUVER, according to the plat thereof, as recorded in Volume "B" at Page 040, Records of Clark County, Washington.

Together with a portion of vacated Daniels Street, formerly "D" Street, described as follows:

BEGINNING at the Northwest corner of said Block 24; and running thence West 40 feet; thence South to a point 40 feet West of the Southwest corner of Lot 4 of said Block 24; thence East 40 feet; thence North to the place of beginning.

Also the West 23.10 feet of the North half of Lot 1 of Block 27 of WEST VANCOUVER, according to the plat thereof, as recorded in Volume "B" at Page 040, Records of Clark County, Washington.



# Parcel 7:

Lots 3 and 4, Block 28, Town of Vancouver (commonly known as WEST VANCOUVER), according to the plat thereof, recorded in Volume "B" of Plats, Page 040, Records of Clark County, Washington.

## Parcel 8:

Lots 1, 2, 7 and 8, Block 34, Town of Vancouver (commonly known as WEST VANCOUVER), according to the plat thereof, recorded in Volume "B" of Plats, Page 040, Records of Clark County, Washington.

TOGETHER WITH (i) all property accruing to the foregoing Property and the Pump Station Property pursuant to concurrent or future vacation of Fifth Street, (ii) the Pump Station Property upon acquisition from the City of Vancouver, and (iii) the remainder of Block 38, West Vancouver, owned by The Columbian Publishing Company or related entities, for purposes of vesting rights and benefits under this Agreement.

EXCEPTING ALL PROPERTY EAST OF THE CENTERLINE OF VACATED DANIELS STREET.



CHICAGO TITLE INSURANCE

AGR

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43 00 Clark County, WA



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#### **MEMORANDUM**

EXHIBIT B

Date:

September 9, 2003

To:

Mr. Douglas E. Ness Vice President Finance copy: Tim McMahan (timcmahan@stoel.com Stoel Rives LLP 805 Broadway Street

The Columbian P.O. Box 180

Suite 725

Vancouver WA 98666-0180

Vancouver WA 98660

From:

Frank Charbonneau, P.E.

Subject:

Vehicular Trip Generation Update

FL03270

The Columbian Property Site Redevelopment Columbia, Esther, 4th & 5th Streets, Vancouver

This memorandum will serve as the updated report regarding the trip generation analysis previously prepared for redevelopment of The Columbian property in downtown Vancouver. The original report dated 8/6/03 has been reviewed by City's transportation staff and discussed in two meetings this week.

In considering the staff's input several revisions have now been incorporated into the analysis, including the recalculation of the warehouse building trip generation using the average trip rates from I.T.E. Also, documentation of the ADT's associated with The Columbian's existing and proposed uses are presented and related to The Columbian's operations and traffic conditions.

The subject property is located between the blocks bounded by Columbia Street on the east, 6th Street on the north and the Burlington Northern Railroad raised structure/4th Street on the site is southerly side. Figure 'a' in the report's appendix illustrates the site vicinity on street map format.

In order to assess the existing conditions and associated trip generation it was necessary to perform an inventory of the current development and review available mapping. Field observations were conducted and noted to determine the existing building uses. Building sizes were scaled from recent survey data and mapping produced by Olson Engineering (land title survey map dated May 2003). The buildings were classified according to the apparent use (warehouse, office, bank, or commercial). Figure 1 illustrates the existing building locations, identification, and square footage.

The number of peak hour vehicular trips associated with the existing buildings was computed based on the trip rates contained in the <u>Trip Generation</u> manual (ITE, 6th edition, 1997). Table 1 presents a summary of the trip generation in terms of the average daily traffic (ADT) and peak hour. Currently the study area is producing an ADT of 1,225 trips per day. The AM peak hour generates 93 trips and the PM peak hour generates 163 trips. The trip generation includes all buildings that have been in use since 1995. It is noted that buildings No. 1, 2, 3, 6, 7, 8, 8 9 are located on The Columbian's portion of the redevelopment site. As referenced in Table 1 the ADT generated by these buildings totals 932 trips per day.

9370 SW Greenburg Road, Suite 411, Portland, OR 97223 • Phone: (503) 293-1118 • Fax: (503) 293-1119

2

ble 1. Estimated Trip Generation for Existing Buildings.

		Ur	nits			We	sekdey			
Bldg.	ITE Land Use	Square	# Drive						Peak H	
#	112 0000 000	feet	Through	ADT		Peak I				Exi
			Window		Total	Enter	Exit	Total	Enter	EXI
1	Warehouse (#150)	29,814			۱		400/	0.51	24%	769
	Generation Rate 1			4.96	0.45	82%	18%	15	4	11
	Site Generated Trips			148	13	11	2	15		- 11
2	Drive-In Bank (#912)		3		l		400/	an an	50%	509
	Generation Rate 1			411.17	23.67	57%	43%	63.33	95	95
	Total Driveway Trips			1234	71	_40	31		<u> 80</u>	80
	Internal Capture Rate		1	0%	0%	_	_	0%	_	0
	Internal Trips			0	0	0	0	0	0	95
	External Trips			1234	71	40	31	190	95	AD
	Pass-By Rate <sup>2</sup>	1	1	47%	47%			47%		
	Pass-By Trips		<u> </u>	580_	33	19	14	89	45	44
	Site Generated Trips			654	38	22	16	101	51	50
3	Warehouse (#150)	8,145						1		
	Generation Rate 1		l	4.96	0.45	82%	18%	0.51	24%	769
	Site Trips			40	4	3	1	4	1	3
4	Warehouse (#150)	11,386	1	Ĭ	1			Γ.		
	Generation Rate 1	1	1	4.98	0.45	82%	18%	0.51	24%	769
	Site Trios		1	56	5	4	1	6	1_	5
-8	Specialty Retail (#814)	2,417								
	Generation Rate 3		1	40.67	I			2.59	43%	579
	Total Driveway Trips	1		98	١٥	٥	C	8	3	3
	Internal Capture Rate	<del>                                     </del>		0%	0%			0%		
	Internal Trips			0	0	0	0	ro	0	0
	External Trips			98	١ ٥	0	0	6	3	3
	Pass-By Rate 4			34%	0%			34%		
	Pass-By Trips	40.	1	33	o	0	0	2	1	- 1
	Generated Trips		<del>                                     </del>	66	0	0	0	4	2	2
9	Warehouse (#150)	5,071	1	<del>                                     </del>	1					
l "	Generation Rate 1			4.98	0.45	82%	18%	0.51	24%	76
ŀ	Site Trips		_	25	2	2	- 0	3	1	2
	Warehouse (#150)	11,527	_	+	+-			† <u> </u>		
10		11,327		4.96	0.45	82%	18%	0.51	24%	76
l	Generation Rate 1	+	+	57	5	4	1070	6	1	- 5
Щ.	Site Trips	10.055	+	9'	+ •			+-	<u>'</u> -	
11	Office (#710)	16,352	1	44.04	1.50	88%	12%	1.49	17%	83
l	Generation Rate 1	↓	4.—	11.01	1.58	22	4	24	4	21
<u> </u>	Site Generated Trips			180	26	22	<u> </u>	14	*	
	Total Estimated Trip Generation			1225	93	68	25	163	65	91

Buildings 4,5,6,7,8,9,10,13, and 14 are vacant and excudded from the trip generation calculations.

Source: Trip Generation, 6th Edition, ITE, 1997, everage rates.
 Source: Trip Generation, 6th Edition, ITE, 1997, everage rates (no fitted curve available).
 Source: Trip Generation, 6th Edition, ITE, 1997, everage rates (no fitted curve available).

<sup>\* 34%</sup> based on Trip Generation Handbook , ITE, October 1998, Land Use 814.



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Development of The Columbian 's new facility as illustrated on Figure 2 will include a six Development of The Columbian's new facility as illustrated on Figure 2 will include a six story office building and new production center. The multi-story office building will consist of two floors reserved for The Columbian's main office operations (2 floors x 40,000 square feet/floor = 80,000 square feet). The building's upper levels will provide up to four floors of general office space (4 floors x 30,000 square feet/floor = 120,000 square feet). The building will total approximately 200,000 square feet. Table 2 presents a summary of the site's trip generation associated with The Columbian's new office building and production facility. During the AM peak hour a total of 426 trips will occur and during the PM peak hour facility. During the AM peak hour a total of 426 trips will occur and during the PM peak hour there will be 337 trips. The ADT will total 2,045 trips per day.

Table 2. Estimated Trip Generation for Proposed Columbian Development.

	T				Veekd	ry		
Land Use	Units		AM	Peak I	lour		Peak H	
CEIN SEC	(sq.ft.)	ADT	Total	Enter	Exit	Total	Enter	Exit
Newspaper Office <sup>1</sup> Production Facility <sup>1</sup>	80,000 80,000	724	239	206	33	158	2	156
Office (#710)  Generation Rate <sup>2</sup> Generated Trips	120,000	11.01 1321	1.56 187	88% 165	12% 22	1.49 179	17% 30	83% 149
Total Estimated Columbian Trip Generation		2045	426	371	55	337	32	305

<sup>1</sup> Square footage and Trip Information provided by The Columbian 7/17/03, reference appendix.

The Columbian 's current office has been located at 701 West 8th Street for more than 20 years. The Columbian has documented and submitted trip generation information to public years. The columbian has documented and submitted trip generation information to public agencies showing a consistent volume of traffic through July 2000. The Columbian has sustained the level of parking, access, and equipment to continue to operate at such levels. The Columbian site retains the capacity for potential operational volumes of 1,755 ADT.

Table 3 below presents a comparison of the trip projections for The Columbian's redevelopment site.

			Veekd≊			
	AN	Peak H	our	PM	Peak H	
ADT	Total	Enter	Exit	Total	Enter	Exit
2045	426	371	55	337	32	305
932	57	38	19	127	59	68
1113	369	333	38	210	-27	237
	932	ADT Total 2045 426 932 57	ADT	ADT Total Enter Exit 2045 426 371 55 932 57 38 19	ADT Total Enter Exit Total 2045 426 371 55 337 932 57 38 19 127	ADT AM Peak Hour PM Peak H Total Enter Exit Total Enter 2045 426 371 55 337 32  932 57 38 19 127 59



<sup>&</sup>lt;sup>2</sup> Source: Trip Generation, 6th Edition, ITE, 1997. Average rates used.

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According to transportation data contained in the City's Final Environmental Impact Statement for the Esther Short Subarea and Redevelopment Plan (December 1997) traffic growth is forecasted to increase by 85% through the year 2017 period. The E.I.S. study covered the area surrounded by West Evergreen Street on the north, Burlington Railroad on the south, Franklin Street to the west, and Washington Street to the east. Total growth was projected at 2,860 PM peak hour trips based on the City's estimates (RTC Esther Short transportation model) for the land use projections within the project area. Therefore, The Columbian's portion of the development totaling 337 PM peak hour trips will represent 7.34 percent' of the overall PM peak hour trips forecasted in the E.I.S. In discussing the forecasted trip generation contained in the E.I.S. with the City staff it was noted that they are forecasted trip generation contained in the E.I.S. with the City staff it was noted that they are

currently preparing an update to the downtown circulation capacity analysis.

#### APPENDIX

Figure 'a

Figure 1

Figure 2

Vicinity Map

Existing Site & Buildings
Proposed Redevelopment Plan

Existing Buildings Inventory
The Columbian Trip Generation Data

<sup>1 (337</sup> PM proposed trips - 127 PM existing trips)/2860 trips = 7.34%

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#:00g	Name & Address	-	19	CUBLIC	\.	1 240	BRUNDO IC
	Petrock Used and Assembly Machinery	<b>&amp;</b> -	80 -	yes	29,814	2 2	
Т	615 6th Street	:				9	
Г	Office, Warehouse and Truckyard					1	Ì
7	Columbia Credit Union	1	4	SQ.	4,563	49	
, m	Portland Freight Service	1	1	98.	8,145	9	
Γ	415A 6th Street						٩
Г	Office and Trucking Dock (20 doors)						
Ţ	512 Columbia Streat	•	1	2	11,386	þ	<b>38</b>
ľ	Office and Warehouse						
9	312 5th Street	-		2	1,252		
9	5th Street	-	j	2	6966		
1	5th Street	1		2	5,033		
ےا	Ath Street	-	•	2	2,417	8	
, ,	44 Start	-		2	6,071	æ	
, 5	Admired Distribution Co	-	Þ	2	11,527		23
٠,	Wabber Building	7	2	Š	16,352		180
_ [	Tak Africa	Ę				683	283