

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON  
18204 59<sup>TH</sup> AVENUE NE  
ARLINGTON, WA 98223

**DEVELOPMENT AGREEMENT**

**DEVELOPER(S):** Arlington 51<sup>st</sup> Street, LLC.

**GRANTEE(S):** City of Arlington, Washington

**LEGAL (Abbrev.):** THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; TOGETHER WITH THE SOUTH 14 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT THAT PORTION THEREOF LYING WITHIN 51<sup>ST</sup> AVENUE NE; AND EXCEPT MOBILE HOME(S) IMPROVEMENTS THEREON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**ASSESSOR'S TAX#:** 31052800100900

**REFERENCE #:** 51<sup>st</sup> Avenue Urban Village CUP PLN #664 and The Outpost at Smokey Point Binding Site Plan PLN #633

The parties to this agreement are the City of Arlington, a Washington municipal corporation ("City"), and Arlington 51<sup>st</sup> Street, LLC, a Washington limited liability company ("Developer"). All references herein to Developer shall be deemed to include any successors and/or assigns of Arlington 51<sup>st</sup> Street, LLC. The parties do enter into the following agreement to promote the development of certain real property located within the City, upon the following terms and conditions ("Agreement").

1.0 RECITALS

1.1 Location of Property. Developer warrants that it controls certain real property located at 16612 51st St NE, ARLINGTON, WA 98223, being more particularly described in Exhibit A (hereafter "the Property").

1.2 Zoning. The Property is zoned General Commercial and located within a Mixed Use Overlay Zone, which allows the property to be utilized proportionately for both commercial/retail and high density residential uses.

1.3 Permanent Use. The Developer wishes to develop an urban mixed use village on the Property that includes commercial buildings, mixed used residential buildings, residential buildings and live work simple fee buildings, in accordance with the City's Mixed Use Development Regulations, Chapter 20.110 AMC, Ordinance No. 2017-021, adopted on December 28, 2017 ("Mixed Use Development Regulations").

1.4 Binding Site Plan. As part of the proposed development, the Developer has filed a Binding Site Plan Application, filed under City File No. PLN# 633 – BSP ("the Project"). Through this application, the Developer seeks approval of a Binding Site Plan that will fix and establish the development of the Property in a form that is consistent with the requirements of the City. The Binding Site Plan proposes a division of the 20.03 acres into Sixteen (16) lots (Lots 1-16), with Lots 3-4 (comprised of 2.975 acres) being developed for 144 units of mixed use development apartments, Lot 5-6 (comprised of 2.688 acres) being developed for 144 units of mixed use development apartments and Lot 7-8 (comprised of 2.739 acres) being developed for 144 units of mixed use development apartments, Lot 1-2, 15-16 (combined 2.645 acres) proposed as a build to suit commercial building, Lots 9-10, 13-14 (combined 2.414 acres) developed for mixed use commercial buildings, Lot 11 (1.463 acres) for one 48 unit multifamily building, Lot 12 (2.821 acres) that will have a one acre park and 16 live work simple fee units to be divided through a land use application in the future and a total of 2.35 acres are being dedicated as public Right of Way (168<sup>th</sup> St. NE and Smokey Point Blvd, 51<sup>st</sup> Street NE and 47<sup>th</sup> Street NE). Each parcel will be required to apply for individual land use permits, but shall provide continuity in design features throughout the development of the individual parcels. The Binding Site Plan shall be referred to herein as the "BSP" or "Binding Site Plan."

1.5 Use of Traffic Impact Fees. Traffic Impact Fees were calculated in the amount of \$1,251,415.00 for all phases of the project. As identified in the Conditional Use Permit PLN #634 and Binding Site Plan PLN#633, the City and the Developer, have agreed that the following roadway improvements will be constructed as public roadway by the Developer. The Developer is obligated to construct  $\frac{3}{4}$  street improvements for 168<sup>th</sup> St. NE, an east-west connector street, along the entire northern boundary of the subject property, as described on the civil plans for the project PWD #2204. The use of Traffic Impact Fees associated with the proposed project, in an amount determined by an Engineers Estimated Cost of Construction, provided by the developer's engineer, not to exceed \$777,944.15, may be utilized for the 168<sup>th</sup> St. NE roadway construction. If the 168<sup>th</sup> St. NE roadway improvements are constructed by adjacent development, then the Transportation Impact Fees that were to be utilized for the 168<sup>th</sup> improvements, may be utilized for the construction of the roundabout at the intersection of 168<sup>th</sup> St. NE and 51<sup>st</sup> Ave. NE. The Developer is also required to construct 47<sup>th</sup> Ave. NE as a Public Roadway, with  $\frac{1}{2}$  width street improvements, along the entire western boundary of the subject property, as described on the civil plans for the project. The City will help to facilitate, if required, the cooperation of the land owner of parcel 31052800100700 in granting a temporary construction easement for the construction of the

47<sup>th</sup> Ave. 1/2 street improvements required by the project. With the explicit approval of both the Fire Marshal and the Community and Economic Development (CED) Department, the City of Arlington may also allow the developer to defer construction of 47<sup>th</sup> Ave. until after the completion of Phase 4. The Developer is also required to construct frontage improvements on 51<sup>st</sup> Ave NE along the entire length of the eastern boundary of the subject property. The frontage improvements will consist of, but not limited to, roadway widening, curb/gutter and sidewalk, planter strip, street trees and drainage features, as described on the civil plans for the project. The Developer is obligated to construct a roundabout at the northeast corner of the property located at the future 168<sup>th</sup> Ave NE and 51<sup>st</sup> Ave NE intersection. The Roundabout will be distinguished as the “Road Improvement” – as further defined in Section 3.1 below. The City has agreed to allow Developer to construct the Roundabout in lieu of paying traffic impact fees associated with the development of lots 1-16. The Transportation Impact Fees for the entire project total \$ 1,251,415.00. The Developer wishes to enter a latecomer’s agreement with the City of Arlington for reimbursement of any deficit of funds between the traffic impact fee for the project and the actual cost for design and construction of the roundabout, pursuant to Chapter 12.32 Arlington Municipal Code.

1.6 Use of Park Impact Fees - As a condition of the Binding Site Plan, the Developer will construct a Sanitary Sewer Lift Station/Public Restroom Building (the “Community Building”) on lot 12 located in a 1.20 acre central park area. The central park area, and agreed upon improvements to accommodate food trucks to operate on an ongoing basis, will be developed during the construction of phase 1 of the project. The Community Building will also be constructed during phase one (1) and will contain a regional lift station (Lift Station 16) and wet well that will be installed, owned and operated by the City of Arlington on a permanent easement, as described within the Binding Site Plan for the project. The Developer is obligated to construct the “Community Building” and the surrounding area on the south east corner of the lot twelve (12) of the BSP per exhibit A of this agreement. The City of Arlington is obligated to construct all items that are required for the lift station functions, these include the wet well, lift station controls, generator, pumps, wiring and service and anything else reasonably needed for the lift station functions. The Park Impact fee (PIF) for lots 3 and 4, is a total of \$215,568.00. Lots 3 and 4 will be credited the Park Impact Fee to be applied to both the construction of the Community Building and the agreed upon improvements to the central park site. The central park area is not just for the use of the project occupants, but will be available for use by the general public as well.

1.7 Community Building –

- The permanent easement as described in the BSP Project documents includes permanent, secured occupancy within the Community Building for the building area specifically dedicated for lift station operations. Unfettered access to the Lift Station portion of the Community Building shall be available to City of Arlington staff 24 hours a day, 365 days a year.
- The City of Arlington will coordinate and arrange for the installation of electric power from Snohomish Public Utility District to serve the electric power needs of both Lift Station 16 and the public restroom. The electric service for this building shall be in the City of Arlington’s name and the City shall be responsible for all future electric

charges for these purposes.

- The Developer, their heirs or assignees, shall be responsible for the continued and proper maintenance of the Community Building, including building components associated with the building area specifically dedicated for lift station operations.
- The City of Arlington will contribute \$390,568.00 towards the construction of the Community Building and agreed upon park improvements in the form of a credit for \$175,000.00 of in-lieu utility connection fees to be applied to the lift station portion of the building, and a credit of \$215,568.00 to be applied to the public restrooms and the agreed upon park improvements.

1.8 Use of Utility Connection fee - As a condition of the Binding site plan, the City and the Developer, with the consent of the property owner of all the property within the BSP, have agreed to the following:

- The developer will construct the communication, water and sewer mainlines described in the COA South CIC Utilities Part IA project drawings, included herein as Exhibit D.
- The City is required to pursue all easements and ROW associated with these mainline extension plans.
- The City is required to complete the South CIC Utilities Part 1B project by the end of year 2021.
- The City and Developer have agreed the Developer will construct the South CIC Utilities Part 1A mainline project in lieu of paying the sewer and water connection fees for lots 1-16 of the BSP, based on agreed to reimbursement costs and unit construction cost provided by the developer and included as Exhibit E.

1.9 Dedication. The dedication of real property for Public Right of Way purposes (to construct the 168<sup>th</sup> St. Road Improvements, the Roundabout and the 51<sup>st</sup> Ave. frontage improvements) must occur, prior to, or in concert with the City Council approval of this Development Agreement. The Developer shall provide performance security for the Road Improvements in a form acceptable to the City per AMC 20.12 Part IX.-Security Mechanisms, until such time as the Road Improvements are accepted by the City of Arlington. The Roundabout improvement shall not hold up the certificate of occupancy of buildings on lots 3 or 4. The Roundabout improvement shall be completed before completion of building on Lot 5. The dedication of permanent easement and access to the lift station building in the central park area is identified on the BSP. This area will be a dedicated easement area that would allow use and access for the installation and operation of the sanitary sewer lift station for the City of Arlington.

1.10 Benefits. The City recognizes the public benefits which will occur from the permanent development of the property as proposed by the Developer, including the Roundabout, 51<sup>st</sup> Ave. frontage improvements, 47<sup>th</sup> Ave. roadway construction, the Community Building and Mainline extension. Likewise, Developer recognizes the benefit of this agreement allowing the use of traffic impact fees, park impact fees and connection fee credits to construct the Roundabout, Community Building and mainline extensions in lieu of paying, all, impact fees in cash.

1.11 Consistency with Development Regulations. The City and the Developer wish to ensure

that the Property will be developed in accordance, specifically, with the provisions of the Mixed Use Development Regulations, the Binding Site Plan, in compliance with all applicable City codes, plans, and development regulations, and in a manner acceptable to the City. These include, but are not limited to, the current edition of the Arlington Comprehensive Plan (January 2018) and the Arlington Municipal Code (AMC) specifically including, but not limited to, Water and Sewers (Title 13), Fire Regulations (Title 15), Buildings and Construction (Title 16), Zoning (Title 20) and the most current edition of the City of Arlington Construction Standards and Specifications.

1.12 The City and Developer agree that each has entered into this Development Agreement knowingly and voluntarily and agree to be bound by the terms and conditions of this Development Agreement.

1.13 The City and the Developer agree that the foregoing terms and recitals are material to this Development Agreement, and that each party has relied on the material nature of such terms and recitals in entering this Development Agreement.

1.14 The City Council has authorized the Mayor or City Administrator to enter into this Agreement following a public hearing held in accordance with RCW 36.70B.200.

## 2.0 ADOPTION OF BINDING SITE PLAN/REQUIREMENTS OF CITY CODE

2.1 The parties agree as follows regarding the conditions of approval required by AMC 20.39.060:

- a. **A site plan for the entire project, showing locations of sensitive areas and buffers, required open spaces, perimeter buffers, location and range of densities for residential development, and location and size of nonresidential development:**  
The parties agree to, and incorporate by reference herein, the provisions of the Binding Site Plan (BSP).
- b. **The expected build-out time period for the entire project and the various phases:**  
The term of this agreement shall be for a period of eight (8) years from the date hereof. The parties may extend this agreement by written agreement, provided the same is approved by the City Council following a public hearing.
- c. **Project phasing and other project-specific conditions to mitigate impacts on the environment, on public facilities and services including transportation, utilities, drainage, police and fire protection, schools, and parks:** the development of the BSP property shall be phased by having each separate lot or parcel make application for permits to develop. The City shall follow all requirements of the State Environmental Policy Act (SEPA) and all applicable city and state regulations, including the then-applicable city mitigation requirements; provided, however, the provisions of this agreement relating to the TIF Credits and PIF Credits for the construction of the Road Improvements, Frontage Improvements and Lift Station Building/Public Restrooms (Section 3 of this Agreement) shall be binding and conclusive on all parties hereto.

- d. **A yearly evaluation of the project status and phasing shall be provided by the applicant and reviewed with city staff:** The Developer shall provide a written summary of development status for all lots annually to the City.
- e. **All agreements shall be reviewed during each ten-year update of the comprehensive plan to ensure every project maintains consistency with the city's goals and policies:** The parties agree that the City shall take the provisions of this agreement into consideration when developing any update to its comprehensive plans.
- f. **Road and storm water design standards that shall apply to the various phases of the project:** The road and storm water design standards that shall apply to the various phases of the project shall be those provisions of the City codes, plans, and development regulations, including, but are not limited to, the current edition of the Arlington Comprehensive Plan (December 2019; the City's Mixed Use Development Regulations in effect as of the date of this ordinance; and all other provisions of the Arlington Municipal Code (AMC) as of the date of the submission of a complete building permit application specifically including, but not limited to, Water and Sewers (Title 13), Fire Regulations (Title 15), Buildings and Construction (Title 16), Zoning (Title 20); and the most current edition of the City of Arlington Construction Standards and Specifications effective as of the date of the submission of a complete building permit application.
- g. **Bulk design and dimensional standards that shall be implemented throughout subsequent development within the project:** The parties agree that all development shall strictly conform to the City's Mixed Use Development Regulations in effect as of the date of this agreement. The Developer agrees that all development of Lots 1-16 of the Binding Site Plan shall also share a commonality between the building forms and architectural features, so that the entire development shall appear to be well planned, designed and constructed, despite any lapse of time in the full development of the BSP property.
- h. **The size and range of uses authorized for any nonresidential development within the project:** A minimum of fifty percent (50.0%) of the land included within the Binding Site Plan may be developed for residential purposes, and the balance shall be utilized for non-residential development permitted under the City's zoning code.
- i. **The minimum and maximum number of residential units for the project:** The parties agree that maximum densities will be governed and limited by development requirements including, but not limited to, requirements for Open Space, Park/Civic Space, Parking, dimensional requirements, and the like. Nonetheless, the parties estimate that a minimum density of fifteen (15) dwelling units per acre shall be achieved.
- j. **Any sewer and/or water comprehensive utility plans or amendments required to be completed before development can occur:** Not applicable.
- k. **Provisions for the applicant's surrender of an approved development agreement before commencement of construction or cessation of development based upon causes beyond the applicant's control or other circumstances, with the property to develop thereafter under the base zoning in effect prior to the development agreement approval.** Should the Developer fail to construct Lots 1-16 in accordance with the terms and conditions of the Binding Site Plan within the term of this

agreement (8 years from the date hereof) or any extension of this Agreement, shall expire and be of no further force or effect, and any future development shall comply with all City development regulations then in effect.

### 3.0 CONSTRUCTION OF 47<sup>th</sup> AVE. NE, 168<sup>th</sup> ST. NE, ROUNDABOUT AT 168<sup>th</sup> ST/51<sup>st</sup> AVE. INTERSECTION, LIFT STATION BUILDING/PUBLIC RESTROOMS(Community Building) AND FRONTAGE IMPROVEMENTS ALONG 51<sup>st</sup> AVE NE.

3.1 Required Road Improvements. The City and Developer agree that 51<sup>st</sup> Avenue NE., a public street, shall be widened and improved by the Developer at the Developer's expense upon and across the subject property as illustrated in Exhibit B. The street shall be constructed per the approved engineered drawings for The Outpost at Smokey Point Phase 1 (permit # PWD -2204). The Developer recognizes that construction of the roadway shall be required to be completed on or before issuance of a certificate of occupancy for the buildings proposed on Lot 3 and 4.

The City and Developer agree that a Roundabout at the intersection of 51<sup>st</sup> Ave NE and the future 168<sup>th</sup> Ave, a public roadway, shall be constructed by the developer at the Developer's expense, within the delineated area, as illustrated in Exhibit C. The City of Arlington is responsible to secure any additional Right Of Way required to complete the Roundabout at this intersection from the adjacent properties, and the location of the intersection improvements shall not impede the construction of any buildings more than shown on lot 15 of the subject BSP, unless agreed upon by the City of Arlington and the owner of lot 15. The completion of the Roundabout shall be completed before the certificate of occupancy for the building on Lot 6.

3.2 Use of Traffic Impact Fees for Roundabout Construction. The City and Developer hereby agree that the development of all lots within the BSP will require the payment of Transportation Impact Fees pursuant to AMC Chapter 20.90. The City agrees that in lieu of payment of the full amount of Transportation Impact Fees, the developer of lots 1-16 within the BSP should receive a credit for the cost of construction for the Roundabout, and the agreed upon amount which would otherwise be due and payable for Transportation Impact Fees is \$ 1,251,415.00, which both parties agree is reasonable.

3.3 Cost of Construction for Roundabout at 51<sup>st</sup> Ave./168<sup>th</sup> St. Based upon the Engineers Estimated Cost of Construction (EECC), the estimated cost for the construction of the Roundabout is \$1,742,232.00, which amount includes both 10% mobilization and a 15% project contingency. The difference between the cost of the traffic impact fee and the actual cost of design and construction of the Roundabout can be recovered in a latecomer's agreement with the City of Arlington pursuant to the Arlington Municipal Code.

3.4 Required Park Improvements. The City and Developer agree that a public restroom facility and combined lift station building, (the Community Building) shall be constructed by the Developer at the Developer's expense upon and across the subject property as illustrated in Exhibit A. The Building shall be constructed per the approved Architectural drawings for the Outpost at Smokey Point Lift Station (permit # BLD 3619). The elements of the Community Building, shall consist of, but not be limited to, building excavation, foundation, framing, siding,

roofing, plumbing, electrical, HVAC, insulation, drywall, restroom fixtures, lighting fixtures, finish doors, paint, finish detail trim. Elements of the park area, shall consist of, but not be limited to, food truck parking spaces/amenities, sidewalk, concrete paving and sub grade features, storm drainage, pedestrian lighting, planted medians, pavement markings, signage, street trees, landscaping, and lawn, all constructed in full compliance with city codes and the City of Arlington Construction Standards and Specifications in effect at the time of permit application. The Developer recognizes that construction of the Community Building shall be required to be completed on or before issuance of a certificate of occupancy for the building proposed on Lot 3.

3.5 Use of Park Impact Fees for Community Building The City and Developer hereby agree that the development of all lots within the BSP will require the payment of Park impact fees per AMC Chapter 20.90. The City agrees that in lieu of payment of the full amount of Park Impact Fees, the Developer, should receive a credit towards the cost of construction of the Community Building and agreed upon park improvements, and the agreed upon amount which would otherwise be due and payable for Park Impact Fees, for Lots 3 and 4, is \$ 215,568.00, which both parties agree is reasonable. The Park Improvements shall be constructed and completed before the Certificate of Occupancy of the building on lot 4.

3.6 Credit for Cost of Construction for Community Building. Based upon the Architect's Estimated Cost of Construction (EECC) by The Woolsey Company dated April 24, 2021, the City agrees that the estimated cost for the construction of the Lift Station portion of the Community Building is \$730,458.75, which amount includes both 10% mobilization and a 15% project contingency.

3.7 Required Utility Extension. The City and Developer agree sewer and water mainline extensions will be constructed per the COA South CIC Utilities Part 1A plans, shall be constructed by the Developer at the Developer's expense upon and across the subject property as illustrated in Exhibit B, with costs for said construction reimbursed in the form of in-lieu connection fees as detailed in Exhibit C.

3.8 Compliance with State Law. The implementation of the provisions in this Agreement for required Road Improvements will be done in a manner that is consistent with applicable Washington law, including the City of Arlington impact fee ordinances.

#### 4.0 CERTAINTY OF DEVELOPMENT AGREEMENT

4.1 Development Agreement Deemed Controlling. This Agreement, once recorded, and any terms, conditions, maps, notes, references, or regulations which are a part of the Agreement shall be considered enforceable elements of the Arlington Municipal Code. In the case of an explicit conflict with any other provisions of the Arlington Municipal Code, this Agreement shall take precedence. Unless otherwise provided by this Agreement, the City's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement, and construction standards shall be those City ordinances, resolutions, rules and regulations, and official policies in force at the time of the execution of this

Agreement.

4.2 Subsequent Actions. This Agreement shall not prevent the City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the subject property at the time of this Agreement, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies.

4.3 Changes in the Law. In the event that state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one (1) or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended in accordance with Section 6.4 as may be necessary to comply with such state or federal laws or regulations following modification procedures in Section 6.5 for an amendment or cancellation.

4.4 Emergency Situations. The City may suspend the issuance of building permits for the planned Project, if it finds that continued construction would place surrounding residents or the immediate community, or both, in a condition dangerous to their health or safety, or both.

## 5.0 DISPUTE RESOLUTION

5.1 Party Consultation. In event of any dispute as to interpretation or application of the terms or conditions of this Agreement, the Developer, the principal of the project applicant, and the City Administrator shall meet within ten (10) business days after request from any party for the purpose of attempting, in good faith, to resolve the dispute. The meeting may, by mutual agreement, be continued to a date certain in order to include other parties or persons, or to obtain additional information. The parties agree that any meetings so held shall be privileged as specified in RCW 7.07.030, regardless of whether a mediator is involved in the discussions.

5.2 Decision of City Administrator. In the event the parties are unable to reach agreement as to any dispute, the City Administrator shall issue his or her written determination concerning the disputed issues, which shall be the final decision of the City.

5.3 Judicial Appeal. Any aggrieved party may appeal the decision of the City Administrator to the Snohomish County Superior Court, or as may otherwise be allowed by law and court rules.

## 6.0 GENERAL PROVISIONS

6.1 Recording. This Agreement shall, following approval by the City Council, be filed as a matter of public record in the office of the Snohomish County Auditor and shall be in the nature of a covenant running with the Property. It is the intent to have this Agreement, so long as it is in force, to be considered, interpreted, and regarded as a covenant running with the land as to Developer's Property.

6.2 Applicable Law. This Agreement shall be governed by and be interpreted in accordance

with the laws of the State of Washington. Venue for any legal action brought hereunder shall be in the Snohomish County Superior Court.

6.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The parties acknowledge that Developer shall have the right to assign or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any transfer or rights pursuant to this Agreement.

6.4 Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement intent of the parties to the maximum extent allowable under law.

6.5 Modification. This agreement may be amended, modified or terminated in conformity with the requirements of RCW 36.70B.170-.200, and other applicable laws, rules or regulations, and upon mutual consent of the parties, which mutual consent of the parties shall be evidenced by a written agreement therefore, signed by the parties hereto.

6.6 Merger. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. None of the provisions of this Agreement shall be merged by the Statutory Warranty Deeds or dedication of the Property.

6.7 Duty of Good Faith. Each party hereto shall cooperate with the 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. The parties shall execute any additional documentation reasonably required to carry out the intent and obligations under this Agreement.

6.8 Disclosure upon Transfer. Developer agrees that in the event of a proposed sale, gift, transfer, segregation, assignment or devise of the Property, Developer shall disclose the existence of this Agreement to the interested party.

6.9 No Presumption against Drafter. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this agreement.

6.10 Notices. All communications, notices and demands of any kind which a party under this Agreement is required or desires to give to any other party and be either (1) delivered personally, (2) sent by email transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the City:

City of Arlington  
18204 59<sup>th</sup> Avenue NE  
Arlington, WA 98223  
Attn: Marc Hayes  
Email: [mhayes@arlingtonwa.gov](mailto:mhayes@arlingtonwa.gov)  
Fax:

If to the Developer:

Arlington 51<sup>st</sup> Street, LLC  
702A Metcalf Street  
Sedro-Woolley, WA 98284  
Attn: Paul Woodmansee  
Email: [Paul@bykconstruction.com](mailto:Paul@bykconstruction.com)  
Fax: (509) 922-2251

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

6.11 Term. Unless extended this Agreement shall automatically expire and the obligations of the parties cease eight (8) years after the date of its execution, without the need for further act or documentation. The parties acknowledge and agree that this Agreement may be extended if necessary, to enable Developer to recoup the cost of the Road Improvements from the traffic credits remaining on Lots 2, 3, and 4.

IN WITNESS WHEREOF, the undersigned have set their hands the day and date set out next to their signatures.

City (Grantee):

Developer (Developer):  
Arlington 51<sup>st</sup> Street, LLC, a Limited  
Liability Company

Date:

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Date:

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CITY OF ARLINGTON

Date:

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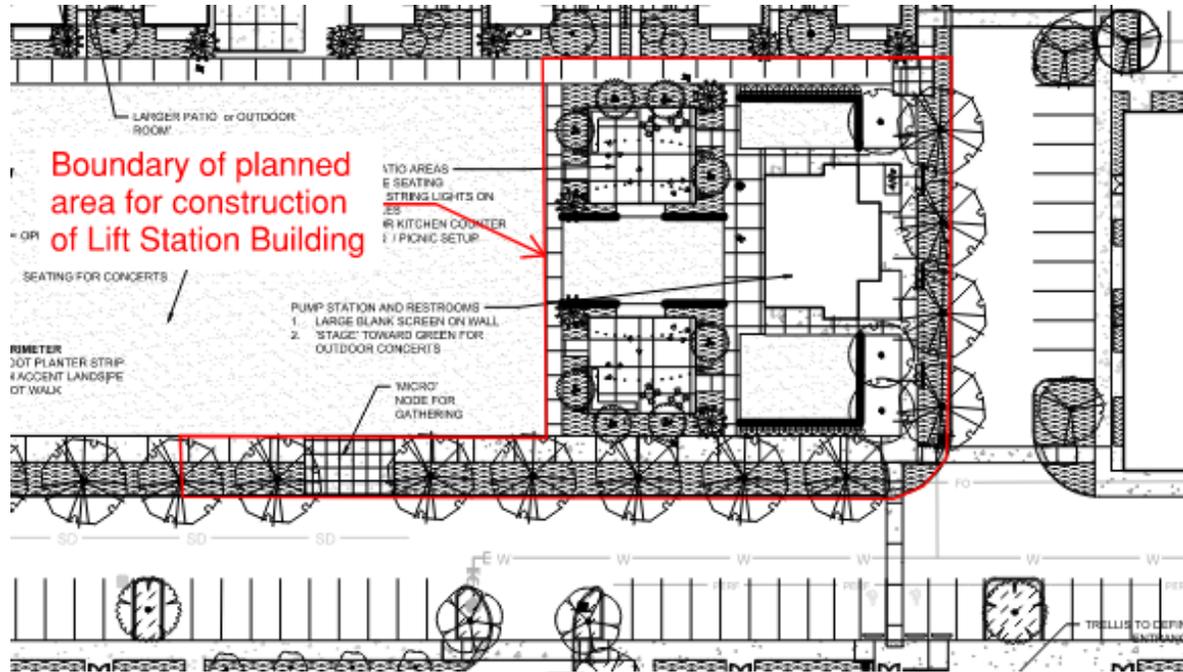
Mayor Barbara Tolbert

Approved as to Form:

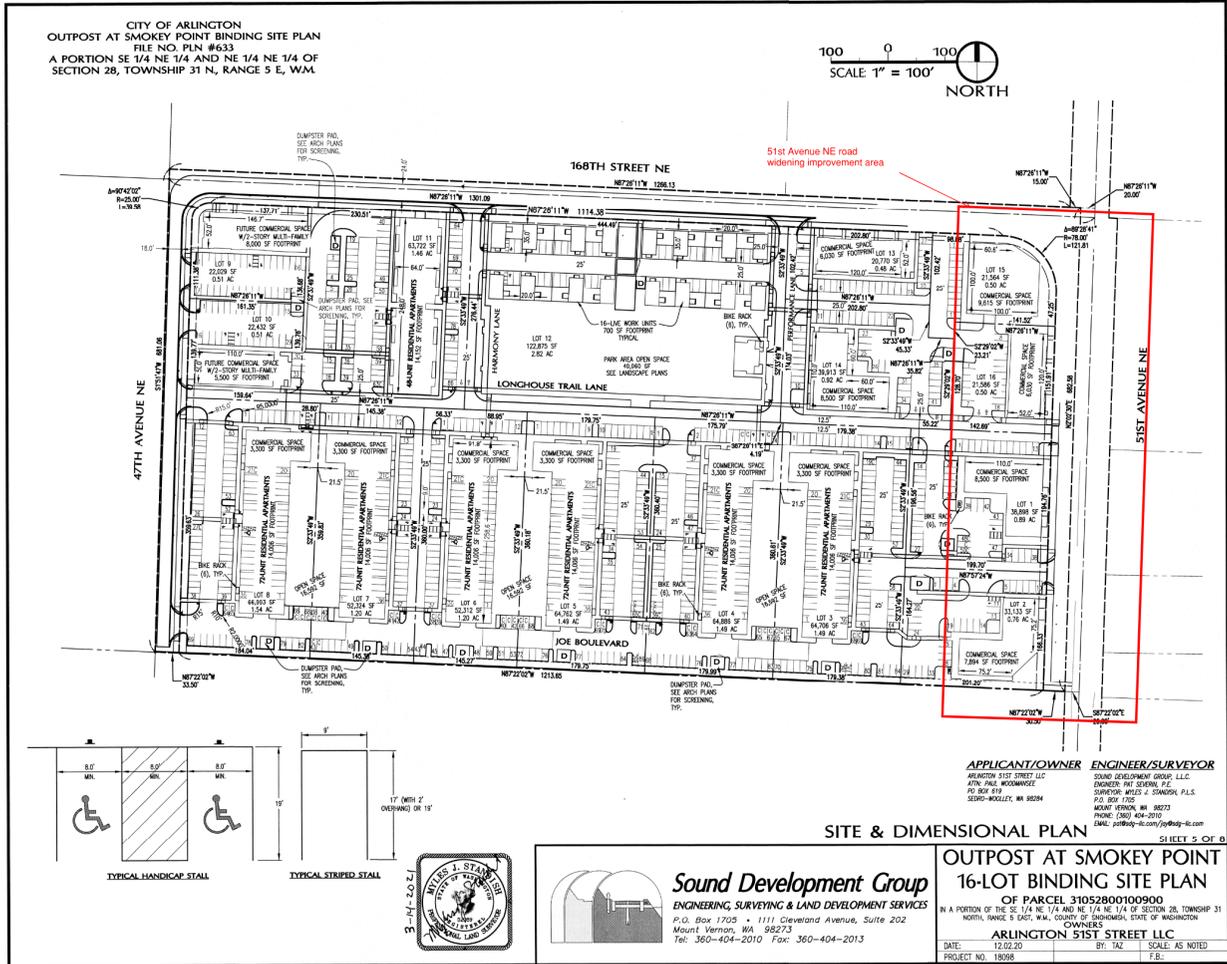
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Steven Peiffle, City Attorney

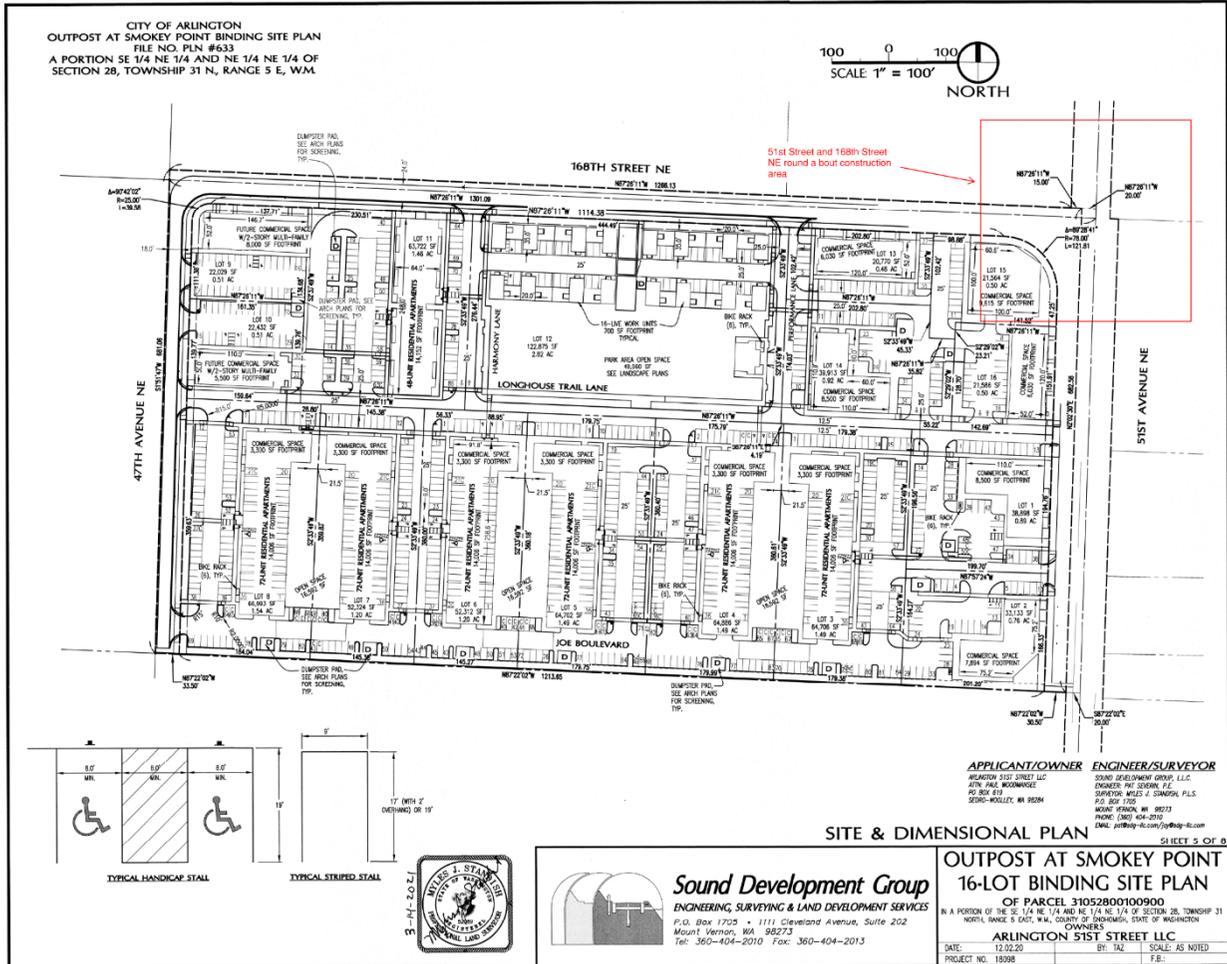
**EXHIBIT A - Boundary area of planned construction for Lift Station and Park Impact Fee Credit.**



# EXHIBIT B - 51st Avenue NE widening and improvement area



**EXHIBIT C - 51st Avenue NE and 168th Street NE Roundabout construction area**



**EXHIBIT D - COA South CIC utilities part 1A plans**



# CITY OF ARLINGTON CASCADE INDUSTRIAL CENTER UTILITY IMPROVEMENTS - PART 1A

JUNE 2021 PROJECT NO.: P02-474

**CITY OF ARLINGTON OFFICIALS**

BARBARA TOURBET	MAYOR
JESICA STICKLES	COUNCIL MEMBER
SON HARNEY	COUNCIL MEMBER
DEORA NELSON	COUNCIL MEMBER
MICHELLE BLYTHE	COUNCIL MEMBER
MARILYN OESTLE	COUNCIL MEMBER
VINCE HOPSON	COUNCIL MEMBER
JAN SCHUETTE	COUNCIL MEMBER

**PUBLIC WORKS DIRECTOR**  
JAMES KELLY, PE

**DRAWING INDEX**

**GENERAL**

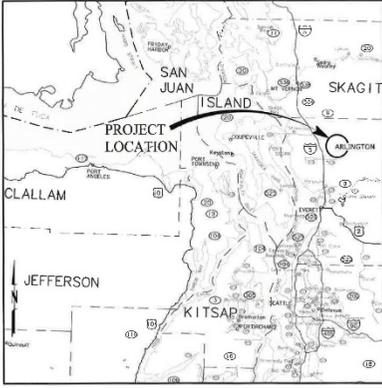
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**UTILITY IMPROVEMENTS**

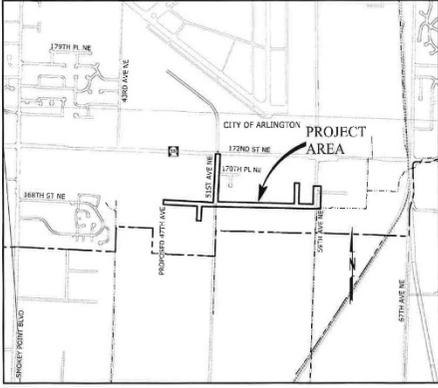
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- 13 U01 UTILITY DETAILS - 1
- 14 U02 UTILITY DETAILS - 2



**VICINITY MAP**  
SCALE: 1"=50,000'



**LOCATION MAP**  
SCALE: 1"=100'



940 UNIVERSITY STREET, SUITE 300  
SEATTLE, WA 98101  
P 206.452.7030

**APPROVED FOR CONSTRUCTION**

*Robert L. Murray* 6/18/21  
PROJECT NO. P02-474  
PE, REGISTERED IN WA



**811**  
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20-2278

**EXHIBIT E - In Lieu Utility Connection Fee Credit Schedule**

The following terms are mutually agreed to regarding the accruing and use of utility fee connection credits:

1. The developer shall receive water utility connection fee credits and sanitary sewer utility connection fee credits for the following agreed expenses and the following unit priced construction work associated with construction of communication, water and sewer infrastructure per the South CIC Utility Phase 1A, as included in Exhibit D. Credits shall be applicable for respective water connection fees and sewer connection fees for all water and sewer services directly associated to this development. Agreed to water and sewer utility connection fees for this development shall be the City of Arlington’s published connection fees effective on the date of execution of this agreement.
2. All work shall be performed in accordance with the City of Arlington Engineering and Construction Standards and Specifications and shall be inspected by Public Works Inspector. Work not meeting City of Arlington standards as determined by the Public Works Inspector shall be corrected until deemed satisfactory. Once the work is completed, the City of Arlington will issue a letter of acceptance including the dollar amount of the respective utility fee credits. The respective utility connection fee credits are not transferrable to any other development or other service connection outside of this development agreement.
3. The accounting of credits for service connection fees will be maintained by the Public Works Accountant and the City of Arlington Finance Department. The utility connection fee credits shall expire after a term of 20 years, upon the issuance of the letter of acceptance.
4. Non-Construction Expenses – The following summarizes the City of Arlington Agreed to Non-Construction Expenses:

**City of Arlington  
Outpost at 51st Ave  
Agreed to Non-Construction Expenses**

Item No.	Description	Amount (\$)	Water Credit	Sewer Credit
1	UTILITIES CONTRIBUTION TO COMMUNITY BUILDING	\$175,000.00	\$87,500.00	\$87,500.00
2	PURCHASE OF SURVEY DATA	\$11,000.00	\$5,500.00	\$5,500.00
<i>TOTAL</i>		<i>\$186,000.00</i>	<i>\$93,000.00</i>	<i>\$93,000.00</i>

5. Construction Expenses – The following summarizes the estimated unit priced construction expenses for construction of communication, water and sewer infrastructure associated with the South CIC Utilities Phase 1A:

**City of Arlington**  
**South Cascade Industrial Center Utilities - Part 1A**  
**100% Design Engineer's Approximate Quantities October 2020**

Item No.	Description	Approx. Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION (8%)	1	LS	\$ 78,000.00	\$ 78,000.00
2	EROSION CONTROL AND WATER POLLUTION CONTROL	1	LS	\$ 36,000.00	\$ 36,000.00
3	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
4	SHORING AND TRENCH SAFETY	1	LS	\$ 25,000.00	\$ 25,000.00
5	DUCTILE IRON PIPE FOR WATER MAIN, 12" DIAM.	2,800	LF	\$ 145.00	\$ 406,000.00
6	GATE VALVE 12"	2	EA	\$ 3,600.00	\$ 7,200.00
7	CONNECTION TO EXISTING WATER MAIN	1	EA	\$ 6,000.00	\$ 6,000.00
8	DUCTILE IRON PIPE FOR SAN. SEWER FORCE MAIN, 8" DIAM.	10	LF	\$ 48.00	\$ 480.00
9	DUCTILE IRON PIPE FOR SAN SEWER FM CASING, 12" DIAM.	18	LF	\$ 138.89	\$ 2,500.02
10	HDPE FOR SAN. SEWER FORCE MAIN, 8" DIAM. DR9 (DIPS)	2,840	LF	\$ 77.82	\$ 221,008.80
11	HDPE FOR HDD SAN. SEWER FORCE MAIN, 8" DIAM. DR9 (DIPS)	850	LF	\$ 156.47	\$ 132,999.50
12	1 IN. COMBINATION AIR/VACUUM VALVE ASSEMBLY	1	EA	\$ 4,800.00	\$ 4,800.00
13	PVC FOR SANITARY SEWER, 10" DIAM.	270	LF	\$ 77.82	\$ 21,011.40
14	PVC FOR SANITARY SEWER, 12" DIAM.	15	LF	\$ 185.00	\$ 2,775.00
15	SANITARY SEWER MANHOLE TYPE 1, 48" DIAM.	2	EA	\$ 3,600.00	\$ 7,200.00
16	SANITARY SEWER MANHOLE INSIDE DROP CONNECTION	1	EA	\$ 9,000.00	\$ 9,000.00
17	SAN. SEWER MANHOLE TYPE 1, 48" DIAM. W/ENERGY DISSIPATOR	1	EA	\$ 4,620.00	\$ 4,620.00
18	CONNECTION TO EXISTING MANHOLE	1	EA	\$ 5,280.00	\$ 5,280.00
19	(2) 2" DIAM. HDPE CONDUIT FOR FIBER OPTIC	2,500	LF	\$ 16.80	\$ 42,000.00
20	(2) 2" DIAM. HDPE CONDUIT FOR FIBER OPTIC (HDD)	850	LF	\$ 103.20	\$ 87,720.00
21	TELECOM BOX NON-TRAFFIC BEARING FOR FIBER OPTIC	8	EA	\$ 1,470.00	\$ 11,760.00
21	TELECOM CONNECTION (LS12)	1	LS	\$ 4,200.00	\$ 4,200.00
22	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG64-22	50	TON	\$ 180.00	\$ 9,000.00
23	REMOVE AND REPLACE CEMENT CONC. SIDEWALK	10	SY	\$ 144.00	\$ 1,440.00
24	REMOVE AND REPLACE CEMENT CONC. CURB & GUTTER	10	LF	\$ 96.00	\$ 960.00
25	RECORD DRAWINGS	1	LS	\$ 18,000.00	\$ 18,000.00
26	Dewater for deep sewer to 168th ave	1	LS	\$ 45,000.00	\$ 45,000.00
27	Dewater for DEEP WET WELL	1	LS	\$ 65,000.00	\$ 65,000.00
<b>Subtotal Sales Tax (9.2%)</b>					<b>\$ 107,635.83</b>
<b>TOTAL</b>					<b>\$ 1,387,590.55</b>