**DEVELOPMENT AGREEMENT**

This Development Agreement ***("Agreement")*** is entered into on this 30th day of August, 2023 ***("Effective Date"),*** by and between the CITY OF CARNATION, a municipal corporation under the laws of the State of Washington ***("City"),*** and *[REMLINGER ENTITY],* a Washington limited liability company ***("Developer")*** (City and Developer are each sometimes referred to herein individually as a ***"Party"*** and, together, as the ***"Parties").***

**RECITALS**

1. The City and Developer are parties to that certain Real Property Purchase Agreement ***("PSA"),*** of even date herewith, pursuant to which the City has agreed to sell, and Developer has agreed to purchase the real property located in the City of Carnation, County of King, State of Washington, and legally described on **Exhibit A** ("Property").
2. The City has commenced a land segregation process, City of Carnation Preliminary Short Subdivision Application Number SHP22-0003, pursuant to which the City intends to legally segregate the Property from its Parent Parcel (King County Parcel No. 1625079073).
3. Developer desires to develop the Property as a project to be used in a manner consistent with the light industrial/manufacturing zone established pursuant to Section 15.36.030 ***("LI/M Zone"),*** City of Carnation Municipal Code ("***CMC"),*** and the uses permissible therein ***("Project"),*** and the City has determined that the Project will provide significant public benefit to the City and the broader community.
4. The City's most important interest in the development of this property is to activate the parcels for future development which will provide employment opportunities, access to services locally, road and infrastructures improvements, and diversification of municipal revenues.
5. The City has the authority to enter this Agreement pursuant to RCW 36.70B.170 *et seq.* and CMC Title 15.
6. Capitalized terms used, but not defined herein, shall have the meanings given to them in the PSA.

**AGREEMENT**

## Introduction.

Upon approval of the PSA and this Agreement, the provisions of this Agreement, in addition to the provisions of the PSA, as applicable, shall govern the development of the Property. The Parties recognize that the development of the Project, including conformance with the conditions in this Agreement, is subject to third party permits and approvals outside of the control of the City or Developer. Nothing in this Agreement is intended to, or shall, in any way limit, expand, impair or otherwise amend any of the terms, conditions, rights, remedies or obligations of the Parties under the PSA.

1. **Project Description.**

The Project that is the subject of this Agreement is a high-quality light industrial development, as conceptually depicted in the site plan ***("Site Plan")*** attached hereto as **Exhibit B** and incorporated herein by this reference. The Parties contemplate that the Project shall comprise at least 50,000 square feet of light industrial manufacturing space, at least 30,000 square feet of RV park/recreational space and at least 2,000 square feet of office space for park management and recreational rentals. The recreational park to have at least two mutually agreed upon community benefits for public recreational use (for example, pickleball courts, dog park, splash pad and/or bike, paddleboard and kayak rentals). Uses to be consistent with the permissible uses of the LI/M Zone. The ultimate scope and mix of specific uses constructed will be determined by Developer based on market demand, land use capacity and City of Carnation’s Shoreline Master Program, subject to the development standards set forth in this Agreement. A maximum of 20% of the total building square feet may be developed as storage space. In the event Developer wants to develop more than 20% of the total building's square footage as any form of storage space, Developer shall pay City $50,000.00 annually. The total square feet of storage space may not exceed 33% of the buildings' total square footage.

Storage in this section is defined as passive use of building space such as that used for parked vehicles, boats, equipment, sedentary inventory and or other similar uses; this definition excludes use of footage for inventory required for periodic business, commercial, professional activity.

*The RV Park Management*

The RV Park will have on-site professional management to ensure a clean, professionally run recreational park. Developer will establish park rules including quiet hours, refuse disposal, length of stay (no more than \_\_\_\_ months per calendar year), condition and age of recreational vehicles, number of guests per campsite, number of vehicles per campsite and other rules and procedures to ensure the safety and cleanliness of the RV park and the surrounding community. The park is for active overnight recreational purposes, not storage of trailers or RVs.

# Development Plan.

3.1 Development Elements. The City and Developer contemplate a development plan for the Property and Project. The plan contemplates, among other things, a development that balances economic development, including employment opportunities, revenue generation for the City, community connectivity and wayfinding, and environmental protection. The plan includes the following elements:

**A. Economic Development:**

50,000 square feet of light industrial manufacturing space, at least 30,000 square feet of RV park/recreational space and 2,000 or greater square feet of office space for park management and recreational rentals within the LI/M Zone are envisioned to provide meaningful employment opportunities within the community and revenue generation to the City. In a mutual effort maximize the footprint of the Project and complete the Larson Ave Extension (defined below) in a timely manner, the City shall permit Developer, and grant to Developer any rights necessary, to expand and/or alter the existing infiltration system(s) serving the existing vacuum station on the Parent Parcel to fulfill stormwater management requirements.

**B. Roads:**

Design and Construction of Larson Extension: The terms of this Agreement satisfy the requirements set forth in CMC 15.56.190. In lieu of transportation impact fees otherwise collectible by the City in connection with the Project, and in full satisfaction of Developer's off-site traffic mitigation obligation, including, without limitation, those set forth in CMC Section 15.56.190 developer shall design, engineer and construct an extension of Larson Ave along the eastern boundary, to the southern boundary, of the Property ***("Larson Ave Extension")*** ***including curb, gutter and sidewalk along both sides of the street.*** The City of Carnation’s Street and Storm Water System Standards will be adhered to in the design and construction of the project. Within ninety (90) days following the Effective Date, the City and Developer will work diligently to prepare mutually acceptable design and construction standards and specifications for the Larson Ave Extension that are consistent with the nature of the Project and the Street and Storm Water System Standards.

* + - * 1. NE 40th Connector. This element includes extending Larson Ave to NE 40th Street for purposes of extending Larson Ave to a controlled stop-sign intersection with NE 40th Street. This element includes road, sidewalks and gutters to follow City Street and Storm Water System Standards. The Developer will design, engineer and construct the equivalent cost of a 490 lineal foot southern extension of complete street. This element is contingent upon city acquisition of public right of way.

For the avoidance of doubt, Developer's obligations to (i) design, engineer, and construct the Larson Ave Extension to City standards; and (ii) design and engineer the NE 40th Connector which shall fully satisfy any and all obligations Developer may have to pay any transportation impact fees, under any applicable law or legal theory, regardless of whether the City acquires Properties and/or Developer constructs the NE 40th Connector.

Finally, Developer will exercise good faith efforts to facilitate a meeting between the owner of the needed Properties and the City in connection with the City's efforts to acquire the property(s) and/or public right of way easement. If the City acquires the needed Properties within five (5) years of the Closing Date (per the Purchase and Sale Agreement dated 8.30.2023, then Developer will construct at its own cost, the **NE 40th Connector** to NE 40th Street.

In the event the City does not obtain the needed properties within 5 years of closing in order to connect Larson to NE 40th Street, then Developer will provide City with all design, CAD and engineering files for the design, engineering and construction of the extension.

The Developer shall design, engineer, and construct the road connecting Larson to NE 40th within 3 years of City's land acquisition of the needed Properties. Failure to complete this element within stated timeline is addressed in 3.2.i

1. **Soft Surface Trail Easement and trail construction:**

A soft surface trail connecting Tolt MacDonald Park to East Entwistle Street traverses the northwesterly portion of the Property ***("Soft Surface Trail").*** Developer shall install a walking trail at least 5-feet in width which ties into the existing soft surface King County trail and additionally creates a public walking trail along the westside of the property with access to the dog park and/or other recreational elements.

1. **Connectivity and Wayfinding:**

Developer shall design and fund signage as part of the Project on the Property that will enhance connectivity and wayfinding along Route 203 to areas such as City Hall, the Business Park, Tolt Commons, Memorial Park and other destinations, all subject to City design standards and City approval.

1. **Artwork:**

Developer shall include public artwork dedicated to the Schefer family legacy along the soft surface in any location where can be enjoyed by the public. The final design for the soft surface trail and artwork will be a joint decision by City and Developer.

* 1. Development Schedule.
1. Developer will submit to the City a complete application for permits to construct the Project conceptually consistent with the Site Plan on or before June 30, 2025 and will exercise diligent best efforts to complete construction of the Project within the below timeline ***("Completion Timeline"),*** subject to the City's compliance with the terms of this Agreement.
	1. Developer shall complete Building A, RV park/recreational space, office space for park management and at least two community benefits before the 2nd anniversary of closing on the purchase of the associated real estate.
	2. Developer shall complete the Larson Avenue extension before the 2nd anniversary of closing.
	3. Developer shall complete Building B within 3 years of completion of Building A, which in no event shall be later than the 5th anniversary of closing.
	4. Developer shall design and engineer the NE 40th St. Connector to City Street and Storm Water Standards before the 2nd anniversary of closing.
	5. Provided that the City acquires necessary property and/or right of way easement for the construction of the NE 40th St. Connector, Developer shall construct to City standards the NE 40th St. Connector within 5 years of closing.

If Developer delays longer than 3.2(i) (“Completion Timeline”)due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beyond the above “Completion Timelines”, the Developer shall pay the City $25,000.00.

3.2 (e) applies if the NE 40th Connector is deemed feasible and only after the City acquires properties.

1. To the best of the City's ability all permit applications in connection with the Project shall be processed on an expedited basis. The Parties understand that there may be permits, decisions, and/or approvals from third parties necessary to the permitting of the Project ***("Third Party Approvals")*** and the issuance of which the City does not control. However, the City shall make a diligent effort to respond to Developer's requests for review of submittals and inspection of work, with a complete set of comments and/or approval, within fourteen (14) business days; provided that in no event shall be foregoing be construed to provide the City more time to review the Project, or any element thereof, than is provided for by applicable law. Additionally, upon written request of Developer, the City shall exercise reasonable good faith efforts to assist Developer in obtaining Third Party Approvals. Due to the Completion Timeline proposed by the City, the City's diligent commitment to expedited review is fundamental hereto, and without which Developer would not have entered this Agreement.
2. **Permitted Uses.**

The uses permitted on the Property ***("Permitted Uses")*** shall include all of those uses that are consistent with the LI/M Zone as set forth in the use tables in CMC Section 15.36.030, and a copy of which is attached hereto as **Exhibit C** and incorporated herein by this reference; provided that the Permitted Uses for this Project do not include indoor, or outdoor, self-serve public storage or mini-storage ***("Prohibited Storage"),*** except as a use that does not occupy more than 20% of the total building square feet indoors or as allowed by code, whichever is less; provided that the term "Prohibited Storage" shall not include any warehouse use or storage of items, such as materials, inventory, equipment, vehicles, and other property in connection with a use that is permitted in the LI/M Zone. Adult entertainment establishments or marijuana retailers are not permitted uses at this Development.

# Development Standards.

* 1. Development of the Property shall be subject to the development standards, design standards and landscape standards set forth in CMC and this Agreement and, in the absence of a standard in this Agreement, the provisions of the CMC, as the same exists on the Effective Date; provided that, at Developer's request, the City will modify those standards to the maximum extent permitted in the table set forth in CMC 15.17.030, as it exists on the Effective Date, and a copy of which is attached hereto as **Exhibit D** and incorporated herein by this reference (as may be modified, ***"Development Standards").***
	2. In the event of a conflict between the Development Standards specified in this Agreement and the requirements of the CMC, the Development Standards of this Agreement shall prevail. In no event shall any of the Development Standards set forth herein supersede or control over any contrary provision or contractual requirement set forth in the PSA.
	3. Any decision by the City or any representative thereof to reject a plan or permit based on inconsistency with the Development Standards must be made in writing within the timeframe specified in Section 3.2(ii) hereof and must be supported by findings outlining the identified inconsistency.

# Design and Character.

The Developer agrees it will incorporate Carnation design standards and design elements consistent with a historic agriculture/farm theme for East, West and North periphery facades. The City and Developer agree that the Site Plan, public safety, and fire ratings shall not be compromised by these elements. These facade elements shall include but not be limited to: color schemes, peaked roof elements, covered walk-ways in front of the office spaces, cupulas, window, rooflines and landscaping element solely for aesthetic purposes.

1. **Environmental and Traffic.**
	1. Floodplain Issues. Given that the entire Property is located within the Federal Emergency Management Agency ***("FEMA*** ") 100-year floodplain, the construction of the Project will be subject to CMC Ch.15.64- (Floodways, Floodplains, Drainage, and Erosion) and will require approvals from FEMA. Although Developer must investigate and secure all local, regional, state, and federal permits related to the Project at its own expense, the City shall exercise diligent good faith efforts to assist Developer in doing so, including, without limitation, providing continuing political support, writing letters, and participating in the meetings as reasonably necessary and appropriate to ensure that Developer obtains all such Third-Party Approvals as quickly as possible.

Furthermore, the Parties will work in good faith to identify offsite opportunities that can provide sufficient flood plain storage in order to maximize the footprint of the Project and to prove, through industry standard flood plain modeling, that any rises to the flood plain caused by the Project will be mitigated. Upon providing evidence of this result, the City will support a Conditional Letter of Map Revision (CLOMR) demonstrating the same to FEMA, and, post­ construction, a final Letter of Map Revision (LOMR) demonstrating the same.

7.2 Shoreline Jurisdiction & Critical Areas. A strip along the western portion of the Property lies within the shoreline jurisdiction and any development or improvements within that area will be subject to the Carnation Shoreline Master Program. Developer has performed its due diligence in surveying the shoreline jurisdiction and any critical areas and will satisfy all requirements.

7.3 As part of the Project, Developer will prepare AM and PM peak-hour weekday and weekend intersection analysis that studies the amount of traffic to be generated by the Project during AM and PM peak-hour, the potential transportation effects of the Project during such times, and showing acceptable operations (Level Of Service D or better) of the study intersections or providing for adequate intersection improvements to meet such peak-hour level of service standards (Level Of Service D). For the avoidance of doubt, the Parties acknowledge that Developer's obligations as set forth in Section 3.1(ii) hereof constitute material off-site traffic mitigation and Developer will have no further traffic mitigation obligations, except to the extent necessary to achieve a Level of Service D or better in the applicable study intersections.

Developer's traffic analysis shall be limited to existing transportation infrastructure within the city limits of Carnation and the City agrees that such analysis shall fully satisfy the City's traffic­ related permit requirements for the Project.

# Additional Community Benefits.

# 8.1 Ombudsperson. The City will designate a City staff person to serve as a conduit between the community, Developer and various City departments, residential organizations, and neighbors beginning no later than two weeks from waiver of the feasibility contingency. The Ombudsperson will also work cooperatively in good faith with Developer and community organizations on community engagement activities during construction.

# 8.2 Schefer Riverfront Coordinating Group. Developer and the City shall exercise good faith efforts to convene the Schefer Riverfront Coordinating Group ("*CG")* at least every two months during design and construction to develop public messaging and information to keep Carnation residents informed about the Project. CG will include representative(s) from the Remlinger Entity, City of Carnation staff and Housing and Land Use Committee.

# Claw Back Provision

# 9.1 Generally. The Parties intend that Developer will complete the design, entitlement and construction of the Project within three (3) full calendar years of Closing. If Developer fails to exercise diligent best efforts to so timely complete the Project, then, subject to the City's compliance with this Agreement, the City will have the option to purchase the Property from Developer for a purchase price equal to one hundred percent (100%) of the fair market value of the Property, which shall consider all relevant factors, including, without limitation, any entitlement obtained, and/or development completed on, the Property *("Fair Market Value"),* as provided in this Section 8 *("Purchase Option").*

9.2 Exercise of Option. If the City has the right to exercise a Purchase Option and elects to do so, the City shall hire an MAI certified appraiser representing the City, which appraiser shall have not less than five (5) years’ experience appraising industrial property in the Greater Seattle Area comparable to the Property ***("City's Appraiser"),*** who shall determine the Fair Market Value of the Property. The City shall notify Developer by written notice of its election to exercise a Purchase Option ***("Option Notice"),*** which Option Notice shall state with particularity the basis for the City's right to exercise a Purchase Option and the City's opinion of the Fair Market Value of the Property, as determined by this City's Appraiser. If Developer agrees with the City's statement of the Fair Market Value, then Developer shall so notify the City thereof within ten (10) business days following receipt of the Option Notice ***("Developer Response")*** and the Parties shall work in good faith to prepare definitive documents governing the sale of the Property to the City on an as-is, where is basis within sixty (60) days following the City's receipt of the Developer Response. If Developer does not agree that the City has the right to exercise a Purchase Option, then it shall so notify the City in the Developer Response and then either party shall have the right to submit the question for adjudication in the Superior Court for King County. If the Developer agrees that the City has the right to exercise the Purchase Option, but does not agree with the City's statement of the Fair Market Value, then it will so notify the City in the Developer Response (referred to below as the ***"Developer Arbitration Notice")*** and the question will be subject to arbitration as provided in this Section 8.

In the event the City exercises the Claw Back Provision, Developer will provide City with all feasibility studies, engineering, CAD and design files related to the project.

If Developer delays longer than the 3rd anniversary of closing due to its own delays, and not due to City, county or state regulatory agencies, then the following penalties will apply:

For every 15 calendar day delays beginning on the 91st day after the 3rd anniversary, the Developer shall pay the City $25,000.00.

In the event Developer sells or assigns this project at any stage of development or construction, the new owner will abide by this Development Agreement.

9.3 Arbitration. The Developer Arbitration Notice shall specifically state Developer's opinion of the Fair Market Value and shall hire an MAI certified appraiser representing Developer, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ***("Developer's Appraiser"),*** who shall determine the Fair Market Value of the Property. Within ten (10) business days following the City's receipt of the Developer Arbitration Notice, the City's Appraiser and the Developer's Appraiser shall appoint an independent MAI certified appraiser, which appraiser shall have not less than five (5) years experience appraising industrial property in the Greater Seattle Area comparable to the Property ***("Third Appraiser").*** Within thirty (30) days following his or her appointment, the Third Appraiser shall select either the City's or the Developer's determination of the Fair Market Value of the Property as the closest approximation of the actual Fair Market Value of Property and that shall be the purchase price for the Property. The sale of the Property shall be as-is, where-is, and shall be closed within sixty (60) days following the issuance of the Third Appraiser's opinion.

**10. General Provisions.**

10.1 Notices. All notices shall be personally delivered, sent via a nationally recognized overnight courier service (such as Federal Express, UPS or DHL) or sent by certified United States mail (return receipt requested), with a courtesy copy concurrently sent via electronic mail. Notices sent via personal delivery, overnight courier service and electronic mail will be effective upon receipt, and notices sent by mail will be effective three (3) Business Days after being deposited with the United States Post Office, postage prepaid. The City and Developer agree that notice may be given on behalf of each party by the counsel for each party and notice by such counsel in accordance with this Section 9.1 shall constitute notice under this Agreement. The addresses to be used in connection with such c01Tespondence and notices are the following, or such other address as a party shall from time to time direct in w1iting by notice given pursuant to this Section 9.1, but any such notice of a new address shall not be effective until actually received by the other party:

The City: City of Carnation

4621 Tolt Avenue, P.O. Box 1238

Carnation, WA 98014

Email:rhonda.ender@carnationwa.gov

(425) 786-4435

with a copy to:

Thompson, Guildner & Associates, Inc., P.S.

Nikki Thompson

110 Cedar Ave, Ste 102

Snohomish, WA 98290

Email: NikkiT@trustedguidancelaw.com

with a copy to:

Developer: [*Remlinger Entity]*

12525 Old Snohomish Monroe Road

Snohomish, WA 98290

Phone: *[Insert here]*

Email:

jaque@lordhillfarms.com

davidremlinger@gmail.com

10.2 Recording. Either Party may arrange for the recording of a memorandum of this Agreement with the King County Recorder's Office, as necessary to disclose this Agreement on title documents for the Property. This Agreement shall run with the land as binding on the Parties and their successors and assigns. It is mutually agreed that the terms of this Agreement touch and concern the land and shall be covenants running with the land.

10.3 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

10.4 Captions. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

10.5 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not render this Agreement invalid or unenforceable as a whole and, in such event, the Parties shall exercise diligent good faith efforts to reform the Agreement in a manner that is fully valid and enforceable and that reflects the Parties' intentions as to their relative benefit and bargain hereunder.

10.6 Time of the Essence. Time is of the essence of this Agreement.

10.7 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

10.8 Exhibits and Schedules. The exhibits attached hereto are hereby incorporated herein by this reference.

10.9 Amendment to this Agreement. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

10.10 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

10.11 Entire Agreement. Except for the PSA this Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between Developer and The City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

10.12 Attorneys' Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the substantially prevailing party, if any, in such action shall be entitled to recover from the other party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

10.13. Term. Pursuant to RCW 36.70B. l 70 et seq., the Development Standards and other provisions of this Agreement shall apply to and govern and vest the development and use of the Property for a period of twenty (20) years from the Effective Date. After the Effective Date, the City may adopt new or modified laws and regulations relating to a particular subject matter specified in this Agreement or presently existing development regulations, but these new or modified standards will not apply to the Project unless Developer chooses. This Agreement shall remain in force throughout the twenty (20) year vesting period unless the City repurchases the Property, in which case this Agreement shall immediately and automatically terminate and neither Party shall have any further obligation hereunder.

10.14 Force Majeure. If, through no fault of the City or Developer, and by reason of a Force Majeure Event (defined below), any obligation in this Agreement cannot be timely completed, then all time periods relative to the applicable contingency or condition, including the time periods for the related notices and responses thereto, shall be extended for a reasonable time under the circumstances, up to one hundred eighty (180) days, and the obligation shall be satisfied as soon as reasonably practicable. **"Force Majeure Event"** means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence, making the means of performance objectively impossible. Force Majeure Events included acts of God, war, riots, strikes, fire, floods, epidemics, pandemics.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

## CITY OF CARNATION, a political subdivision of the State of Washington

## By: ………………………………………….

## Name: …………………………………

## Title: …………………………………..

## Date of Execution by Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## [REMLINGER ENTITY], a Washington limited liability company

## By: ………………………………………….

## Name: …………………………………

## Title: …………………………………..

## Date of Execution by Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF )

I hereby certify that before me personally appeared …………………………… to me known to be the Of THE CITY OF CARNATION, political subdivision of the State of Washington, and said person did acknowledge before me that said instrument is the free act and deed by said entity for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2025.

 (Signature of Notary)

 (Name of Notary)

NOTARY PUBLIC in and for the State

of Washington, residing at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF )

I hereby certify that before me personally appeared …………………………… to me known to be the Of *[REMLINGER ENTITY]* LLC, a Wahington limited liability company, and said person did acknowledge before me that said instrument is the free act and deed by said entity for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2025.

 (Signature of Notary)

 (Name of Notary)

NOTARY PUBLIC in and for the State

of Washington, residing at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Legal description of the property**

Legal Description:

Lot 1, City of Carnation Boundary Line Adjustment LLA-06-00001, recorded under recording number 20060727900005, in King County, Washington.

Site Description:

a. Location: The subject property is located at 4300 Larson Avenue, Carnation WA 98014, and identified as Assessor's Parcel No. 162507-9073.

b. Size and Description: The subject site is located on the west side of Larson Avenue, south of Entwistle Street. The property is configured as an i1Tegular rectangle being approximately 7.52 acres in area. In its flag shaped configuration, the main body of the property is approximately 588 east to west and 550 feet north to south, and a 160 wide extension (flag) along its west boundary to the north for an additional 240 feet. The topography is relatively level, being at grade with the Larson Avenue right-of-way along its east boundary and having a slight downward slope to the west. The property has a street frontage of 155 feet along the Larson Avenue right-of-way (currently unimproved) which dead ends at the southern extent of the property's frontage. The depth of the property extends 560 feet to the west where it abuts King County's Tolt McDonald Park. Vegetation on the site consists of a maintained grass surface.

**Exhibit C**

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**LI/M Zone Permitted Uses Table-Attached**

**Development Standard Modification Table:**

**CMC 15.17.030 Attached**