

V. Rebuttal

[AA.11](#) Written Rebuttal of Applicant's Response from J. Richard Aramburu, Attorney for the

Appellant, submitted via e-mail and received on September 19, 2022, at 2:15 p.m.

Hearing Examiner exhibits listed in order as cited in appellant's written rebuttal

- [F.1](#) Affidavit of Mailing – Notice of Open Record Hearing, Threshold Determination, and Concurrency and Traffic Impact Fee Determinations
- [I.11](#) Petition from Concerned Citizens of Clearview received July 26, 2021
- [M.8](#) M. Joan Bjornson Declaration, August 10, 2022
- [M.9](#) Ron Jeffs Declaration, August 11, 2022
- [M.10](#) Wendy Jeffs Declaration, August 11, 2022
- [F.2](#) Affidavit of Mailing – Issued Determination of Nonsignificance
- [E.1](#) Determination of Nonsignificance with Environmental Checklist
- [G.2](#) Applicant's Hearing Presentation, received June 14, 2022
- [L.2](#) Updated Staff Recommendation, June 14, 2022
- [M.3 Ex.9](#) Transcript
- [M.12](#) Stewart Motion Attachment 1, Stewart Motion For Reconsideration, July 29, 2022
- [M.3 Ex.1](#) Cathcart South PSA
- [N.3](#) Order Granting & Denying Petitions for Reconsideration, August 8, 2022

From: Carol Cohoe <carol@aramburulaw.com>
Sent: Monday, September 19, 2022 2:15 PM
To: Contact Council; Eco, Debbie; Campfield, Lisa
Cc: Hearing.Examiner; kolouskova@jmmlaw.com; Benita Lamp (lamp@jmmlaw.com); JVMirante@drhorton.com; LBS@coredesigninc.com; Abbott, Stacey; Dragoo, Paul; Swaim, Emily; Irwin, David; Burke, Lori; Dobesh, Michael; Blair, Randy; McCormick, Douglas; Scott Smith; jbowen@snofire7.org; Laufmann, Tom; MLWicklund@snoPUD.com; toddgray@tulaliptribes-nsn.gov; Alm, Peter; 'doug.gresham@ecy.wa.gov'; nmmdonovan@gmail.com; Craig-n-Jodie@msn.com; debbieleewetzel@gmail.com; lgn899a@gmail.com; cbandml@yahoo.com; mlb_1943@yahoo.com; mac32691@comcast.net; robt6781@aol.com; clearviewcottageinc@msn.com; toddntaylorhealey@gmail.com; statcook2@comcast.net; laron@campglover.com; mkaytucker@aol.com; Gary Brandstetter; genick@tulaliptribes-nsn.gov; rjeffs5@msn.com; peter_step@comcast.net; dangarvin58@msn.com; hilltop.locust@frontier.com; tstewart@nsuch.com; Rick Aramburu; Carol Cohoe; dingler@jmmklaw.com
Subject: CATHCART APPEAL 21-107654 SPA/BSP
Attachments: 20220919 DecServ Reply.pdf; 20220919 Wetzel Decserv.pdf; 20220919 ATT.D Rec.No.202207180382 Deed SnohCo to Pacific Ridge-DRH LLC.pdf; 20220919 ATT.C Cathcart South Offering Memorandum_email.pdf; 20220919 ATT.B SCC General Legislative Minutes.8-31-22.pdf; 20220919 ATT.A Motion 22-365.(ORDER Council Dismiss Issues 5.5,5.6).pdf; 20220919 Stewart-Wetzel Reply to Horton Response to Appeal.pdf
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Dear Council members and Parties of Record:

Attached hereto for filing and service on the Council is the Stewart/Wetzel Reply to Horton Response to Appeal, two declarations of service, and four attachments.

If you have any service issues or any difficulties with the attachments please contact this office immediately.

Carol Cohoe
Legal Assistant
Law Offices of J. Richard Aramburu, PLLC
Please "REPLY ALL" to ensure that Mr. Aramburu also receives your response.
705 Second Ave Suite 1300
Seattle, WA 98104-1797
Telephone (206) 625-9515 Facsimile (206) 682-1376
This message may be protected by the attorney-client and/or work product privilege. If you received this message in error please notify us and destroy the message. Thank you.

BEFORE THE COUNCIL
OF THE COUNTY OF SNOHOMISH

In Re the APPEAL of KATRINA STEWART and DEBORAH WETZEL, Appellants, of the Hearing Examiner Decision for the CATHCART CROSSING Project Application Applicant: Pacific Ridge-DRH, LLC	Snohomish County File No.: 21-107654 SPA/BSP DECLARATION OF SERVICE
---	--

I am an employee in the Law Offices of J. Richard Aramburu, PLLC, over eighteen years of age and competent to be a witness herein. On the date below I e-mailed with the subject line “CATHCART APPEAL 21-107654 SPA/BSP” copies of the STEWART/WETZEL REPLY TO HORTON RESPONSE TO APPEAL and four attachments, with this declaration of service, to all parties of record as shown below; *please note* the addition of Benita Lamp to the CC email addresses:

TO: CONTACT.COUNCIL@SNOCO.ORG; Debbie.Eco@co.snohomish.wa.us;
lisa.Campfield@snoco.org

CC: Hearing Examiner at Hearing.Examiner@co.snohomish.wa.us;
kolouskova@jmmklaw.com; Benita Lamp <lamp@jmmklaw.com>;
JVMirante@drhorton.com; LBS@coredesigninc.com; Abbott, Stacey
<stacey.abbott@co.snohomish.wa.us>; Dragoo, Paul
<Paul.Dragoo@co.snohomish.wa.us>; Swaim, Emily
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<David.Irwin@co.snohomish.wa.us>; Burke, Lori <Lori.Burke@snoco.org>; Dobesh,
Michael <Michael.Dobesh@snoco.org>; Blair, Randy
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Laufmann, Tom <tom.laufmann@sno.wednet.edu>; MLWicklund@snoPUD.com;
toddgray@tulaliptribes-nsn.gov; Alm, Peter <almp@wsdot.wa.gov>;
doug.gresham@ecy.wa.gov; nmmdonovan@gmail.com; Craig-n-Jodie@msn.com;
debbieleewetzel@gmail.com; lgn899a@gmail.com; cbandml@yahoo.com;
mlb_1943@yahoo.com; mac32691@comcast.net; robt6781@aol.com;
clearviewcottageinc@msn.com; toddntaylorhealey@gmail.com; statcook2@comcast.net;
laron@campglover.com; mkaytucker@aol.com; Gary Brandstetter
<marshlandfloodcontrol@gmail.com>; genick@tulaliptribes-nsn.gov; rjeffs5@msn.com;
peter_step@comcast.net; dangarvin58@msn.com; hilltop.locust@frontier.com;
tstewart@nsuch.com; Rick Aramburu <Rick@aramburulaw.com>;
carol@aramburulaw.com; dingler@jmmklaw.com

See also the declaration of service by Debbie Wetzel for hand-delivery to the following
parties of record:

Janet Miller, 7904 152nd St. SE, Snohomish, WA 98296
Austin Miller, 7904 152nd St. SE, Snohomish, WA 98296
Vanessa Lopez, 8010 152nd St. SE, Snohomish, WA 98296
Phyllis Hopkins, 8408 152nd St. SE, Snohomish, WA 98296
M. Joan Bjornson, 8531 152nd St. SE, Snohomish, WA 98296
David Green, 8818 152nd St. SE, Snohomish, WA 98296
Morgan Gower, 8528 152nd St. SE, Snohomish, WA 98296
Leona Allen, 7916 152nd St. SE, Snohomish, WA 98296
Allie Boyer, 8528 152nd St SE, Snohomish WA 98296

I declare under penalty of perjury under the laws of the State of Washington that the
foregoing is true and correct to the best of my knowledge and belief.

Respectfully submitted this 19th day of September, 2022.

Law Offices of J. Richard Aramburu, PLLC

/s/

Carol Cohoe, Legal Assistant

**BEFORE THE COUNCIL
OF THE COUNTY OF SNOHOMISH**

In Re the APPEAL of)
)
KATRINA STEWART AND) **SNOHOMISH COUNTY FILE**
DEBORAH WETZEL) **NO. 21-107654 SPA/BSP**
)
Appellants,) **DECLARATION OF SERVICE**
)
Of the Hearing Examiner Decision for)
The CATHCART CROSSING Project)
Application)
)
Applicant: Pacific Ridge-DRH, LLC)
_____)

Deborah L. Wetzel certifies and declares as follows:

On September 19, 2022, I hand-delivered a copy of the STEWART/WETZEL REPLY TO THE APPLICANT’S RESPONSE TO THE APPEAL OF LAND USE DECISION BY KATRINA STEWART AND DEBORAH WETZEL to the following parties of record:

Austin & Lynn [sic] Miller
Janet Miller
M. Joan Bjornson
Vanessa Lopez
Phyllis Hopkins
David Green
Morgan Glover
Leona Allen

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 19th day of September, 2022 in Snohomish County, Washington.

/s/
Deborah L. Wetzel
9715 162nd St. SE Snohomish, WA 98296



202207180382

Attachment D

DEEDS (EXCEPT QCDS)

Rec: \$207.50

7/18/2022 1:53 PM 1 of 5

SNOHOMISH COUNTY, WA

Electronically Recorded

When recorded return to:
Pacific Ridge-DRH LLC, a Delaware Limited Liability Company
17921 Bothell Everett Highway, Suite 100
Bothell, WA 98012

Thank you for your payment.
E190087 \$10.00
EVA A. 07/18/2022

Filed for record at the request of:



CHICAGO TITLE

COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

**INSURED BY
CHICAGO TITLE**

Escrow No.: 500072477

STATUTORY WARRANTY DEED

THE GRANTOR(S) Snohomish County, a political subdivision of the State of Washington for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to Pacific Ridge-DRH LLC, a Delaware Limited Liability Company

the following described real estate, situated in the County of Snohomish, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Lot(s): 2 BLA 200510170216, SVY NO. 200510175206 a Ptn. of SW 36-28N-5 E WM

Tax Parcel Number(s): 280536-003-011-00,


Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

STATUTORY WARRANTY DEED
(continued)

Dated: July 13, 2022

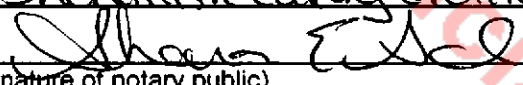
Snohomish County, a political subdivision of the State of Washington

BY: 
Steven Tease
Property Officer

State of Washington
County of Snohomish

This record was acknowledged before me on 7-15-2022 by
Steven Tease

as Property Officer of
Snohomish County a political subdivision of the
State of Washington


(Signature of notary public)
Notary Public in and for the State of WA
My commission expires: 9-8-22

NOTARY PUBLIC
STATE OF WASHINGTON
SHARON E. SCHOONOVER
License Number 173976
My Commission Expires 09-08-2022

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 280536-003-011-00

Lot 2 of Boundary Line Adjustment No. 05-118349 recorded under Auditor No. 200510170216 and record of survey recorded under recording no. 200510175206, records of Snohomish County, Washington, described as follows:

That portion of the south half of the southwest quarter of said Section 36, Township 28 North, Range 5 East of the W.M., described as follows:

Commencing at the southwest corner of said Section 36, from which the south quarter section corner thereof, bears S88°10'33"E, 2641.79 feet;
thence S88°10'33"E, along the south line of said Section 36, a distance of 50.81 feet, to the southerly margin of Cathcart Way, as shown on Snohomish County right of way plan for 132nd St SE Extension, dated Aug 4, 1999, on file with the Snohomish County Engineer, under Survey No 3571, being the POINT OF BEGINNING, and the beginning of a non-tangent 1000.00 foot radius curve to the left, the center of which bears N24°13'04"W;
thence northeasterly along said margin and curve, through a central angle of 11°18'01", an arc distance of 197.23 feet;
thence continuing along said southerly margin, the following courses and distances;
thence S90°00'00"E, 273.55 feet;
thence N73°00'00"E, 68.60 feet;
thence N50°00'00"E, 85.55 feet;
thence N00°00'00"W, 235.34 feet;
thence N52°26'32"E, 68.57 feet, to the beginning of a 950.00 foot radius curve to the right;
thence northeasterly along said margin and curve, through a central angle of 38°46'22", an arc distance of 642.88 feet;
thence S88°47'08"E, 1304.84 feet, to the westerly margin of State Highway, (S R 9);
thence S04°18'52"W, along said westerly margin, 4.30 feet, to the beginning of a non-tangent 1462.70 foot radius curve to the left, the center of which bears S83°50'41"E;
thence southwestwardly along said margin and curve, through a central angle of 12°01'46", an arc distance of 307.10 feet;
thence S01°13'25"W, along said westerly margin, 388.94 feet, to the south line of aforesaid Section 36;
thence N88°10'33"W, along said south line, 2525.48 feet, to the POINT OF BEGINNING

Situate in the County of Snohomish, State of Washington.

EXHIBIT "B"
Exceptions

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: December 15, 1978
Recording No.: 7812150261
Affects: The exact location is not a matter of record

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: October 31, 1979
Recording No.: 7910310207
Affects: The exact location is not a matter of record

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: October 31, 1979
Recording No.: 7910310208
Affects: The exact location is not a matter of record

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Cross Valley Water Association, its successors and assigns
Purpose: Water line or lines
Recording Date: January 11, 1983
Recording No.: 8301110198
Affects: Easterly 10 feet

Said easement corrects easement recorded under recording number 8112020079.

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Affidavit of Boundary Line Adjustment 05-118349:

EXHIBIT "B"

Exceptions
(continued)

Recording No: 200510170216

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment :

Recording No: 200510175206

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 200904155003

8. Agreement between Snohomish County, City of Everett and Silver Lake Water District and the terms and conditions thereof:

Regarding: Treatment of leachate from the County property by Silver Lake District and the associated fees and costs thereof
Recording Date: April 23, 2008
Recording No.: 200804230846

CONFIDENTIAL
OFFERING MEMORANDUM

CATHCART SOUTH

Snohomish, Washington

Attachment C



Exclusively Offered By:

TOM WILSON

Director

(425) 201 1212

tom.wilson@cushwake.com

10500 NE 8th Street, Suite 1125

Bellevue, Washington 98004

T (425) 455 4500 F (425) 453 5381

www.cushmanwakefield.com



Confidentiality & Conditions

Cushman & Wakefield has been exclusively retained to offer to qualified investors an opportunity to purchase Cathcart South, tax parcel number 2805360030110, located in Snohomish, Washington, the legal description of which is [Lot 2 (BLA-2) of Boundary Line Adjustment No. 05-118349 recorded under recording no. 200510170216 and record of survey recorded under recording no. 200510175206, records of Snohomish County, Washington] (the "Property"). This Property is being offered for sale and/or lease in an "as-is, where-is" condition. Seller and Agent make no representations or warranties as to the accuracy of the information contained in this Offering Memorandum or other documents made available on Cushman & Wakefield listing website. The enclosed materials may include confidential information and are being furnished solely for the purpose of review by prospective purchasers or lessees of the interest described herein. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of the Seller.

The enclosed materials are being provided solely to facilitate the prospective investor's own due diligence for which it shall be fully and solely responsible. The material contained herein is based on information and sources deemed to be reliable, but no representation or warranty, express or implied, is being made by Agent or Seller or any of their respective representatives, affiliates, officers, employees, shareholders, partners, and directors, as to the accuracy or completeness of the information contained herein. Summaries contained herein of any legal or other documents are not intended to be comprehensive statements of the terms of such documents, but rather only outlines of some of the principal provisions contained therein. Neither the Agent nor the Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or any action taken or decision made by the recipient. Interested parties are to make their own investigations, projections and conclusions without reliance upon the material contained herein.

Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from being marketed for sale and/or lease at any time and for any reason. Seller and Agent each expressly reserve the right, at their sole and absolute discretion, to reject

any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. This offering is made subject to omissions, correction of errors, change of price, or other terms prior to sale or withdrawal from the market without notice. Agent is not authorized to make any representations or agreements on behalf of Seller.

Seller shall have no legal commitment or obligation to any interested party reviewing the enclosed materials, performing additional investigation, and/or making an offer to purchase and/or lease the Property unless and until a binding written agreement for the purchase and/or lease of the Property has been fully executed, delivered, and approved by Seller and any conditions to Seller's obligations thereunder have been satisfied or waived.

By taking possession of and reviewing the information contained herein, the recipient agrees that (a) the enclosed materials and their contents are of a confidential nature and will be held and treated in the strictest confidence and shall be returned to Agent or Seller promptly upon request; and (b) the recipient shall not contact employees or tenants of the Property directly or indirectly regarding any aspect of the enclosed materials or the Property without the prior written approval of the Seller or Agent; (c) qualified investors shall act as principals/investment advisors and will not look to agent for any fees or commissions; and (d) no portion of the enclosed materials may be copied or otherwise reproduced without the prior written authorization of Seller or Agent or as otherwise provided in any Confidentiality and/or Registration Agreement executed and delivered by the recipient(s) to Cushman & Wakefield.

If you have no interest in the Property at this time, please return this Confidential Offering Memorandum immediately to:



10500 NE 8th Street, Suite 1125
Bellevue, Washington 98004
T (425) 455 4500 F (425) 453 5381
www.cushmanwakefield.com

TOM WILSON
(425) 201 1212
tom.wilson@cushwake.com



A Blank Canvas . . .

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The Offering

Cushman & Wakefield is pleased to present for sale and/or lease Cathcart South, a 31 acre development site situated at the intersection of State Route 9 and Cathcart Way, between South Everett and Snohomish, Washington.

The Cathcart South Property is owned by Snohomish County's Solid Waste Fund and zoned Planned Community Business. The Solid Waste Division and Public Works Department have determined that the Cathcart South, PCB zoned area, is surplus to the Solid Waste Fund's needs, and directed the Public Works Department to dispose of the property.

This property disposition is subject to the applicable provisions of Chapter 4.46 of the Snohomish County Code (SCC) Procedures for Management and Disposition of County-Owned Personal and Real Property.

Based on internal analysis and preliminary site planning by the County and its consultants, it is believed the site can accommodate approximately 100,000 square feet of commercial space, 250-350 residential units and required parking (approximately 500 parking spots).

The Cathcart South property offers a chance to be involved in shaping a community.



To Bring Your Vision to Life

DEVELOPMENT POTENTIAL

Development Proposal Criteria

Following are critical development elements:

- Development consistent with the Planned Community Business zoning and the County General Plan Policies (GPP) applicable to the Cathcart Properties.
- County intends to develop the southern, Rural 5 portion of the property as a future park and ride in coordination with Community Transit. Intent is to provide access across the commercial portion. Ingress/egress locations are generally determined as shown on the Concept Map.
- Intent is to sell the commercial portion as currently zoned and to ensure design accommodates park and ride that will remain in County ownership.
- Ensure that future development of the site is “transit supportive,” i.e., users of the bus and park and ride should be able to easily walk and drive to housing, retail and office space on the northern part of the property; and new residents on the northern part of the property should be able to do the same.
- Future development to enhance as appropriate and promote environmentally sensitive areas as amenities to future residents and business tenants. Preserve and protect existing high-quality wetlands in accordance with the applicable “Critical Area Regulations.”

Zoning

Per the Snohomish County Code (SCC), the intent of the PCB and R-5 zones is as follows:

- Planned Community Business (PCB). The intent and function of the Planned Community Business zone is to provide for community business enterprises in areas desirable for business but having highly sensitive elements of vehicular circulation, or natural site and environmental conditions while minimizing impacts upon these elements through the establishment of performance criteria. Performance criteria for this zone are intended to control external as well as internal effects of commercial development. It is the goal of this zone to discourage “piecemeal” and strip development by encouraging development under unified control;
- Rural-5 Acre (R-5). The intent and function of the Rural-5 Acre zone is to maintain rural character in areas that lack urban services:
- A park and ride lot will be a conditional use within the R-5 zone.



Property Details

Parcel #	Gross Area Acres	Zoning	Use
Right of Way	0.9	PCB (Planned Community Business)	Right of way access to northern and southern portions of subject site. In order to obtain SR 9 access permit, this roadway may need to be a public roadway.
28053600301100	31	PCB (Planned Community Business)	Subject site gross area
00403800015600	8.53	R-5 (Rural - 5 acres)	In medium to long-term, to be developed as a park and ride for Community Transit BRT Line.
00403800014102	4.14	R-5 (Rural - 5 acres)	
00403800014101	3.9	R-5 (Rural - 5 acres)	

Critical Areas

The 47-acre total Cathcart South property is located within the urban growth area of unincorporated Snohomish County, about three miles from the City of Snohomish and in proximity to the incorporated communities of Everett, Bothell, Mill Creek, Woodinville, and Monroe. The site topography consists of a plateau condition in the center with moderately sloping topography that generally slopes from the south to the lowest point at the northeast corner of the site (vicinity of Cathcart Way and SR 9). Site elevations range from approximately 360 feet in the south to 285 feet in the northeast corner. Garden Creek extends across the western portion of the site flowing from south to north and a system of wetlands exists across the site. Existing grades in the flatter areas of the site are approximately 3 percent or less and in the sloping areas of the site reach approximately 10 to 12 percent.

Wetland and stream delineations were completed on Cathcart South by Snohomish County biologists in 2009 and 2010. (also observed in the field in 2017.) Standard wetland buffer widths range from 40 feet to 110 feet. (Cathcart South Development Report by Otak, April 2018). Garden Creek was preliminarily classified as a Type F (fish habitat) watercourse with a 100-foot buffer. Wetland and stream buffers are regulated by Ecology and Snohomish County (County). Impacts to these regulated areas require prior authorization and coordination with regulatory agencies.



Development Concepts

Two potential development concepts for the property have been created based on uses allowable under the Planned Community Business zoning, and the most desirable final outcomes envisioned by the County, to provide a visual illustration of the site’s possible yield. These conceptual site plans for mixed use development demonstrate the scale and flexibility of this opportunity.

Alternative 1 - Mixed Use Village

The first potential configuration of the property illustrates a balanced mix of retail, office and residential components, designed to promote a walkable live/shop/dine community.

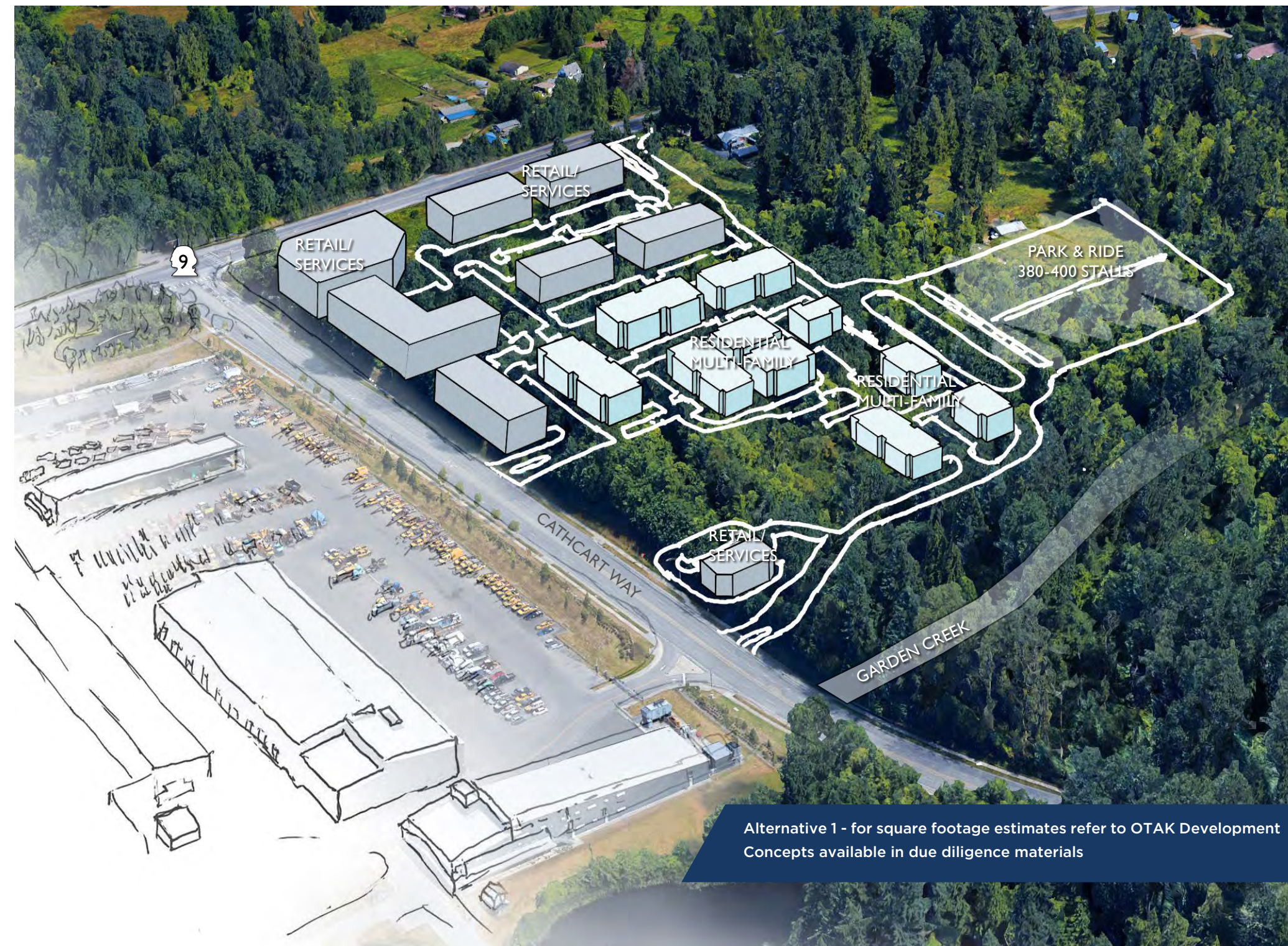
Alternative 2 - Primarily Residential/Senior Housing

The second option demonstrates a heavier emphasis on multi-family residential uses, which we believe the market will favor. A mix of garden style apartment dwellings and townhome units along with senior housing/assisted living are shown. The commercial, retail and office uses in this plan are assumed to be mainly supported by proximity to the park and ride.

Park & Ride Facility

Common to both plans is the Community Transit Park and Ride, which will be presented to prospective developers as a possible opportunity to benefit from reduction in the amount of required parking stalls for the residential component, should they develop the park and ride simultaneously.

POTENTIAL CONCEPT DEVELOPMENT ACREAGES					
Alternative 1					
	Structures	Hardscape	Parking	Roads	Sidewalks
Office/Commercial	2.6 acres		2.8 acres (123,000 SF)	3.2 acres (140,000 SF)	3.62 acres (158,000 SF)
Multi-Family	1.84 acres				
Alternative 2					
	Structures	Hardscape	2.8 acres (122,000 SF)	3.3 acres (146,000) SF)	3.75 acres (163,000)
Office/Commercial	1.3 acres				
Multi-Family	1.1 acres				
Townhomes	1.2 acres				
Senior Housing	.64 acres				

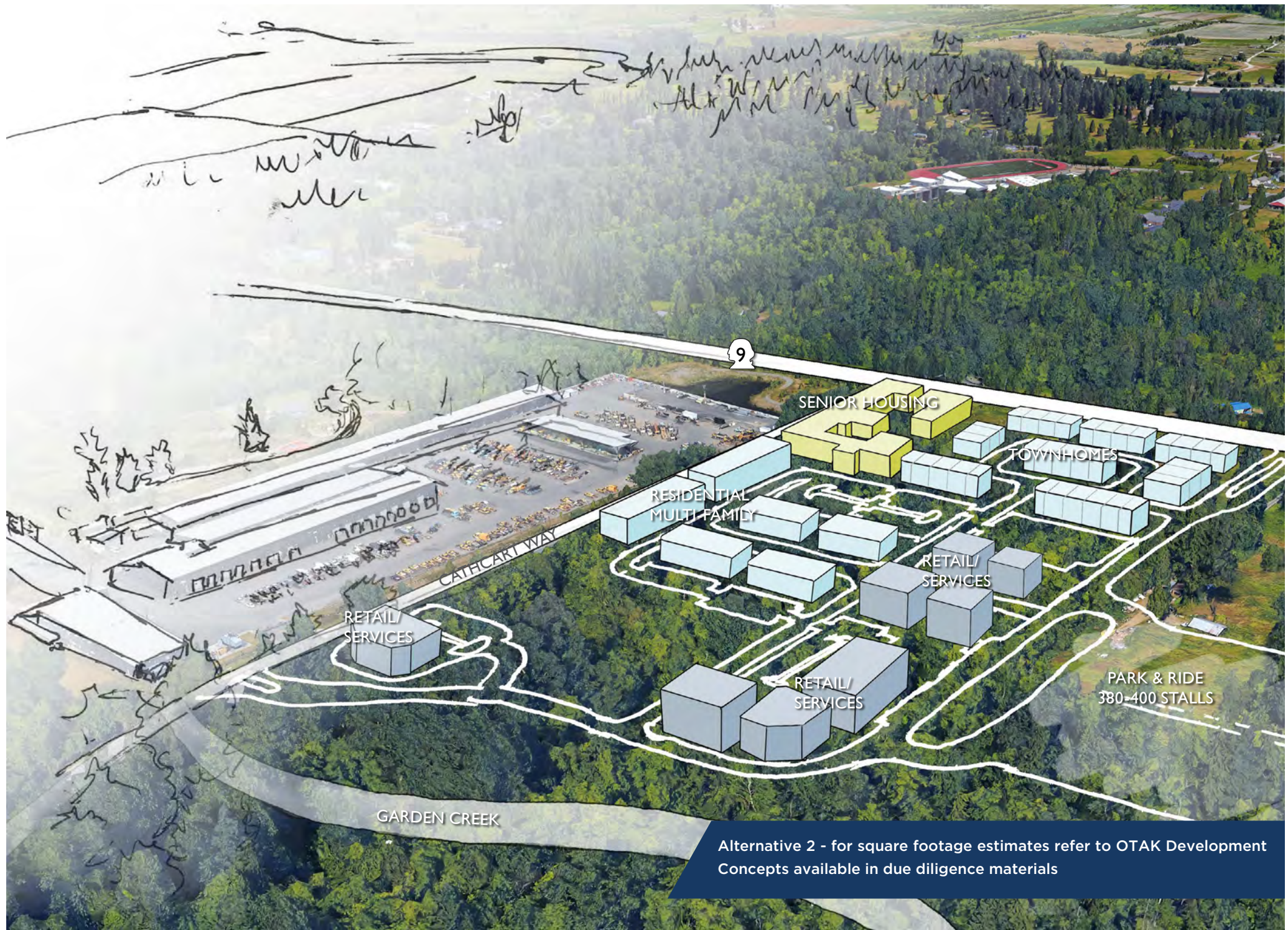


Alternative 1 - for square footage estimates refer to OTAK Development Concepts available in due diligence materials

PARTNERING FOR LIFE

A Shared Vision for Community Life Quality

The preferred Development Partner will bring the “shared” vision for the Cathcart neighborhood to life. Modern facets of everyday life are less clearly delineated than they once were. Employees now want a connected work environment that offers ease of access to transportation to and from work, proximity to a host of amenities, easy walkability and choices for where to eat, live, and spend leisure time. Employees seek a work/life integration predicated on the ability to seamlessly move between the spheres of their lives. A proposed development that meets all of the development criteria, is transit supportive, and brings elements of both residential and commercial space to the site, will enhance community life far into the future.



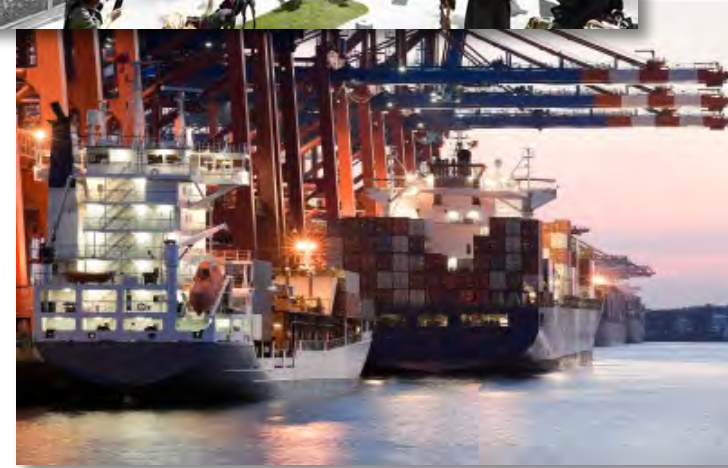
Alternative 2 - for square footage estimates refer to OTAK Development Concepts available in due diligence materials



The Puget Sound

The Seattle-Tacoma- Bellevue Metropolitan Statistical Area (Seattle MSA) is the 15th largest MSA in the United States with an estimated 2017 population of approximately 3.9 million. Comprised of King, Snohomish and Pierce Counties, the Seattle MSA is the primary economic and cultural center of the Pacific Northwest. The Seattle MSA is known for its natural beauty and abundant recreational opportunities.

Set amidst the stunning beauty of the Pacific Northwest, the Greater Seattle area is also a world-class business location. It is an international center for manufacturing, technology industries, aerospace services, international trade and tourism, and companies at the cutting edge of innovation. Many large companies choose to locate their headquarters in Seattle because of its international reputation for business quality. The Seattle area is known for its strong business climate and skilled workforce. Expansion Management magazine named Seattle the third-best place in America to expand or relocate a business. Several factors contribute to the region's thriving business community, from its entrepreneurial spirit to the education levels and skill sets of its workforce. The region accommodates every major industry, making its workforce one of the most qualified and diverse in the country. Many of today's business leaders center their businesses in the Seattle region.



Regional/Snohomish Overview

Snohomish County with an estimated population of 801,633 as of 2017, is the third-most populous county in Washington, following King and Pierce counties. In 2016, Snohomish County had the nation's second-biggest increase in people moving in from elsewhere. The 3.8% unemployment rate, as of the end of the first quarter of 2018, is on the lower end, compared to 3.9% in the Seattle-Tacoma-Bellevue Metropolitan Statistical Area and 4.1% nationally.

The Northend commercial real estate market favors industrial over office in terms of inventory, with a much larger supply of industrial space and industrial-zoned land. The industrial market has nearly 24.8 million square feet (msf) of inventory, while the office market has over 4.4 msf of inventory. The Northend tends to draw smaller office tenants looking for affordable space, though Boeing, Comcast, Frontier, and Crane Aerospace occupy large blocks of space in the market. Boeing also occupies industrial space in the Northend, as do many of the other major industrial tenants such as Amazon, XPO, and Funko. Boeing, however, has recently terminated leases in the Northend, as the company has begun moving offices out of state.

In the Northend office market, overall vacancy was 8.2% in the first quarter of 2018, a 90-basis point (bps) decrease from the first quarter of 2017, when overall vacancy was 9.1%. Overall annual asking rent per square foot (psf) increased 6.3% (+\$1.55) year-over-year, from \$24.74 to \$26.29. In Everett, overall vacancy increased 30 bps year-over-year, from 9.9% to 10.2%. Rent increased 10.0% (+\$2.17), from \$21.65 to \$23.82.

In the Northend industrial market, overall vacancy was 3.3% in the first quarter of 2018, an 80-bps decrease from the first quarter of 2017, when overall vacancy was 4.1%. Overall annual asking rent psf decreased 4.2% (-\$0.39) year-over-year, from \$9.24 to \$8.85. In Everett, overall vacancy decreased 70 bps year-over-year, from 3.8% to 3.1%. Rent decreased 1.6% (-\$0.16), from \$9.83 to \$9.67.

The Northend multi-family market, like all markets in the Seattle-Tacoma-Bellevue MSA, has been driven by the explosion in population and employment in the Puget Sound region. Snohomish County grew 2.1% in 2017, second only to King County (2.3%) in the Puget Sound. The county population is estimated to grow by 200,000 by 2035. The Northend multi-family market makes up approximately 5.3% of the region, with nearly 40,500 units. The multi-family vacancy rate in the Northend is at 4.0%, far removed from the high vacancy witnessed at the end of 2002 (7.8%) and following the recession (6.7% at the end of 2009).



Major Employers

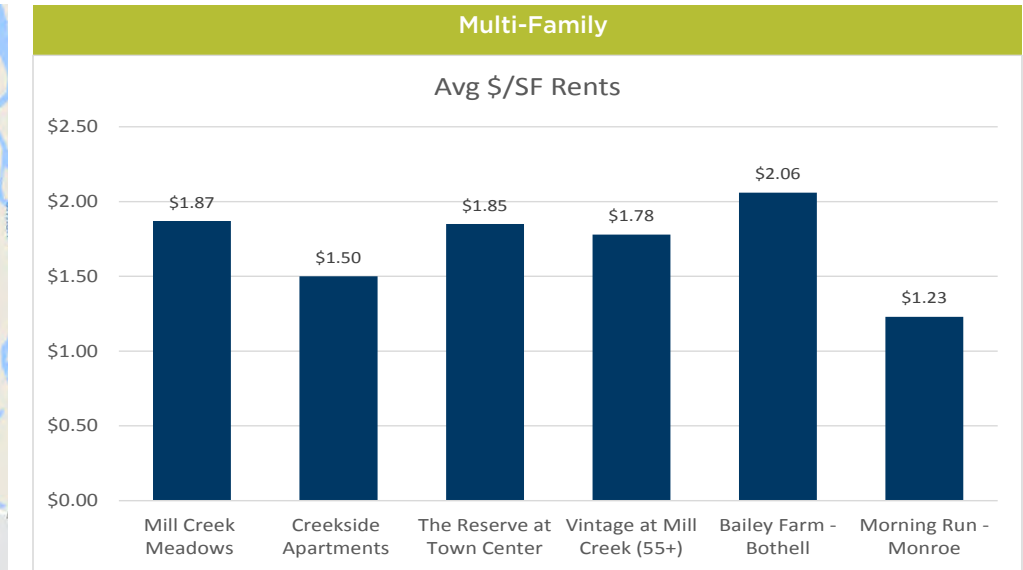
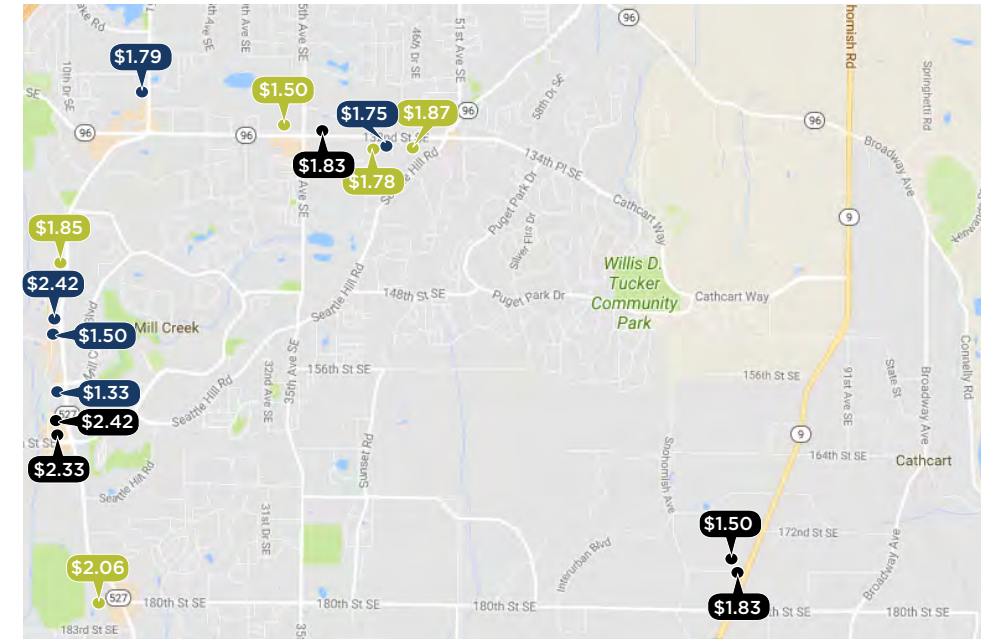


Neighborhood Overview

Cathcart South benefits from a location that is in close proximity to existing housing developments, schools and parks. Its position in a residential area with relatively few close at hand convenience shopping or entertainment amenities, as well as proximity to a major commuter route in State Route 9 (average daily traffic count of 26,000), supports the conclusion that development of a mixed-use transit-supported community with retail and residential components would be attractive to commercial tenants and residents alike.



Current Area Rental Rates



Office					
Address	Tenant	SF	Start Date	Lease Rate (mo)	Term
The Gateway Building 4224 132nd St SE	Evergreen Health	8,331	2/1/2016	\$1.75 NNN	
15021 Main St.	Direct	1,541	4/1/2017	\$2.42 NNN	36 mo
5117 Main St.	Canyon Creek Church	3,140	10/1/2016	\$1.50 NNN	36 mo
12728 Bothell Everett Hwy	Mayemura, Inc.	1,647	9/1/2016	\$1.79 NNN	60 mo
16000 Bothell-Everett Hwy	2nd Floor Direct	1,100		\$1.33 NNN	

Retail					
Address	Tenant	SF	Start Date	Lease Rate (mo)	Term
17424 State Route 9	Direct	680	4/1/2016	\$1.50 NNN	
17408 State Route 9	Chinook Lumber	2,350	7/1/2015	\$1.83 NNN	
13112 39th Ave SE Everett, WA	Mega Vape	1,210	4/1/2017	\$1.83 NNN	5 years
Mill Creek Town Center 15224 Main St	Direct	1,294	8/1/2017	\$2.42 NNN	
16310 Bothell Everett Hwy	ATI Physical Therapy	2,755	10/1/2016	\$2.33 NNN	10 years



Area Amenities

The nearest retail centers to the property are the Mill Creek Town Center to the West and the Clearview area along State Route 9 to the South. The property's location is equally convenient to the city centers of both Everett and Snohomish. Access to I-5 as well as major retailers is within 3 miles.

The Cathcart South site is truly positioned to become a community convergence point, connecting these cities as well as bringing new retail and transportation amenities closer to the residential neighborhoods and emi-rural areas along State Route 9.



Comparable Land Sales

PHOTO	ADDRESS	ACRES/SF	PROPOSED	SALE DATE	SALE PRICE	\$/SF	COMMENTS
	4200 132nd St SE Mill Creek, WA	3.96 AC 172,498 SF	Mixed use	2/19/2016	\$2,350,000	\$13.62	Mixed use development - The Vintage at Mill Creek. 2 five story bldgs w/ground floor retail and residential above. Total of 216 residential units and 15,539 SF of commercial/retail
	9321-9509 Paradise Lake Rd Snohomish, WA	11.00 AC 479,160 SF	Multi-Family	10/19/2016	\$12,000,000	\$23.00	Wolff Company acquired from Taylor Development. Planned to include apartments and townhomes.
	18410 Bothell Everett Hwy Bothell, WA 98012	13.83 AC 602,399 SF	Commercial	3/3/2017	\$10,025,000	\$16.64	Property was marketed for 2 years, escrow period an additional 1 1/2 years for undisclosed reasons. Source indicates Buyers intend to build a school.
	4103 180th St SE Bothell, WA 98012	7.00 AC 304,920 SF	Single Family	7/8/2016	\$3,550,000	\$11.64	Richmond American Homes acquired from Premier Communities, Inc.
	13518 Bothell Everett Hwy Mill Creek, WA	6.73 AC 293,159 SF	Commercial	9/30/2016	\$3,100,000	\$10.57	Arena Sports acquired from Cedar Park Assembly of God.
	1325 Seattle Hill Rd Bothell, WA 98012	4.98 AC 216,928 SF	Multi-Family	6/1/2016	\$2,612,500	\$12.04	Wescott Homes acquired from Sierra Property Investors.
	21308 State Route 9 SE Woodinville, WA 98072	1.70 AC 74,159 SF	Commercial	6/21/2016	\$525,000	\$7.07	Buyer plans to demolish the current structure and build a community center with a school.
	6621 Maltby Rd - Turner's Corner Woodinville, WA	6.03 AC 262,667 SF	Commercial	11/30/2016	\$2,900,000	\$11.04	Gold Creek Community Church acquired for new office and church. Sale price was reduced by \$100K to offset soil contamination issue.

Comparable Building Sales

PHOTO	ADDRESS	ACRES/SF	USE	SALE DATE	SALE PRICE	\$/Unit	COMMENTS
	Bailey Farm Apartments 1225 183rd St SE Bothell, WA 98012	340,137 SF 327 units	Apartments	12/17/2013	\$91,500,000	\$245,967/unit	Kennedy-Wilson acquired Bailey Farm Apartments from the Wolff Company
	Creekside Manor 3309 132nd St SE Everett, WA 98208	36 units	Apartments	12/15/2016	\$9,500,000	\$263,888/unit	Outstanding Creekside, LLC purchased from Marco Lizardi. Sale was a 1031 Exchange
	Cathcart Corner 16315 Wa-9 Snohomish, WA 98296	9,747 SF	Retail	6/15/2016	\$2,150,000	\$220.58/SF	Buyer intends to operate a gas station, sale was part of a 1031 exchange
	8428 164th St SE Snohomish, WA 98296	2,584 SF	Retail - Restaurant	7/13/2016	\$600,000	\$232.20/SF	Parker Davis purchased from Thomas Werth
	Seattle Hill Crossing 13119 Seattle Hill Rd Snohomish, WA 98296	8,322 SF	Retail	5/8/2017	\$1,983,892	\$239.39/SF	Che Investments purchased from Robert and Mary Dobler
	Mill Creek Professional Bldg 805 164th St SE Mill Creek, WA 98012	10,997 SF	Medical Office	6/29/2017	\$2,550,000	\$231.88/SF	BUI Properties purchased from Michael LeMarche
	Mill Creek Clinic 15808 Mill Creek Blvd Mill Creek, WA 98012	15,193 SF	Medical Office	7/28/2017	\$4,650,000	\$306.06/SF	Larry Crews purchased from Mill Creek Family Practice

Submittal Requirements:

- ***Purchase price or Lease Proposal***
- ***Terms***
- ***Source of funds***
- ***Ability to meet the County Objectives stated in this offering memorandum***

Offer Process/Timeline

Prescribed County Process

Guided by Chapter 4.46 of the Snohomish County Code (SCC) “Procedures for Management and Disposition of County-Owned Personal and Real Property,” Cushman & Wakefield as been directed by the County to dispose of Cathcart South via a Negotiated sale and/or lease pursuant to a competitive selection process, which is the County’s preferred strategy.

A Call for offers will be issued 15 (or more) days prior to the due date. Best and Final offers will then be solicited from the selected short list based upon proposals and interviews.

Cushman & Wakefield will then assist the County in selecting a preferred buyer. The buyer’s required performance towards the County’s goals and other factors in the solicitation would then be negotiated and included in a Purchase and Sale Agreement, Lease Agreement or Development Agreement.

Ranking Criteria

Proposals will be evaluated on the following criteria. In order to ensure that the future development on the site is “transit supportive” and makes provisions to accommodate a future park-and-ride facility, the chosen developer will be required to coordinate with the County and Community Transit.

PROPOSAL REQUIREMENT	WEIGHT %
Development proposal’s compliance with zoning, code requirements and General Policy Plan elements applicable to the Cathcart Property.	25%
Sale Proceeds and Terms/Lease Terms	25%
Proposed development’s relationship with transit facilities	25%
Financial strength/Surety to close	25%

Cathcart South Property Sale and or Lease Conditions

Following are additional elements that will considered in selection of the preferred proposal:

1. Ensure that future development on the site is “transit supportive”. Making provisions to accommodate a future park-and-ride facility. Developer will be required to coordinate with the County and Community Transit.
2. The internal roadway connecting Cathcart Way to SR 9 is to be a public road with traffic calming measures to deter through traffic. If a private roadway is utilized an access/egress easement along the roadway must be provided to serve the future park & ride designated for the adjacent 16.6 acres to the south.
3. A new traffic signal, intersection improvements and access to the site are to be provided at the intersection of Cathcart Way. This intersection improvement project will upgrade the Cathcart Operations Center, East entrance by adding left turn lanes, cross walks and curb ramps and a new south leg to Cathcart South. The traffic signal system to include left turn heads and pedestrian crossing heads. The future developer is obligated to install the signal. Snohomish County’s only obligation is to design the signalization and assist the purchaser/developer in processing plan approvals and permits for installation of the signal by the Purchaser/Lessee/Developer.
4. The following are uses the County as a condition of the sale/lease will not permit on this property even though they are listed as uses in the PCB Urban Zone Use Matrix (30.22.100): auto repair major or minor, caretakers quarters, cemetery and funeral home, community facility for juveniles, greenhouse, lath house & nurseries, hazardous waste storage & treatment facilities, marijuana retail, printing plant and or stables.
5. Balancing natural area protections with development is required.
6. Residential and commercial/business uses are to be compatible with a future park-and-ride facility.
7. Commercial/business uses need to be in close proximity to the anticipated future bus loading/unloading facilities so that riders can conveniently use them.
8. Development is subject to the General Plan Policies (GPP) applicable to the Cathcart Properties. Not all of the policies are applicable to the Cathcart South property. The referenced “urban village” is located on the Cathcart West property.
9. Base term of a ground lease to be at a minimum 30 years and in accordance with Chapter 4.46 provisions regarding real property leases.
10. Property may not be solely developed for residential uses, there must commercial uses included.
11. Comprehensive internal pedestrian walkway network required to interconnect uses in the proposed development, the future park-and-ride facility, to Cathcart Way and to SR 9.

CATHCART SOUTH

Snohomish, Washington



CUSHMAN & WAKEFIELD

10500 NE 8th Street, Suite 1125
Bellevue, Washington 98004
T (425) 455 4500 F (425) 453 5381
www.cushmanwakefield.com

For more information, please contact:

TOM WILSON
Director
(425) 201 1212
tom.wilson@cushwake.com





Snohomish County Council

General Legislative Session

Meeting Minutes

Megan Dunn, Council Chair
Jared Mead, Council Vice-Chair
Councilmembers: Sam Low, Nate Nehring

Wednesday, August 31, 2022

9:00 AM

**Jackson Board Room
& Remote Meeting**

PRESENT:

Council Chair Dunn
Council Vice-Chair Mead
Councilmember Low
Councilmember Nehring
District 3 (*vacant*)
Geoffrey Thomas, Council Chief of Staff
Jim Martin, Council Staff
Heidi Beazizo, Council Staff
Jason Cummings, Chief Civil Deputy Prosecuting Attorney
Elena Lao, Asst. Clerk of the Council
**See name listed below of individuals providing public comment.*

A. Call to Order

Council Chair Dunn called the meeting to order at 9:00 a.m. and provided instructions for those wishing to provide public comment in person and remote via Zoom.

B. Roll Call

The clerk called the roll and stated that four members were present.

C. Pledge of Allegiance - Councilmember Low

Councilmember Low led the assembly with the Pledge of Allegiance.

D. Public Comments

1. Public Comment Leslie Mutchler [2022-0876](#)
Leslie Mutchler, resident of Everett, provided comments on health insurance.

E. Committee of the Whole**F. Special Report**

1. Overdose Awareness Day Joint Statement Presentation [2022-0857](#)

The Joint Statement was read into the record.

Geoffrey Thomas, Council Chief of Staff, announced that the Vigil and Resource fair will be held this afternoon at 5:00 p.m. on the County Campus.

Council Chair Dunn expressed support of the event and indicated that the Council approved Resolution 22-045 last week.

G. Resolutions

1. Resolution 22-047, recognizing September 2022 as Puget Sound Starts Here Month in Snohomish County [2022-0838](#)

ACTION: Council Vice-Chair Mead made a motion to approve Resolution 22-047. Councilmember Low seconded the motion and it carried unanimously by the four members present.

2. Resolution 22-048, recognizing September 2022 as Disaster Preparedness Month in Snohomish County [2022-0839](#)

ACTION: Council Vice-Chair Mead made a motion to approve Resolution 22-048. Councilmember Nehring seconded the motion and it carried unanimously by the four members present.

H. Consent Agenda

1. Motion 22-311, establishing lease and rental rates to be charged by Snohomish County Airport at Paine Field [2022-0717](#)
2. Motion 22-341, approving Q2 2022 budget transfer from Nondepartmental to Sheriff's Office Corrections Bureau related to achievement of revenue target and satisfaction of criterion to receive contingent authority [2022-0736](#)

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- | | | |
|----|--|----------------------------------|
| 3. | Motion 22-345, adopting the Snohomish County Executive Branch Equal Employment Opportunity Plan for 2022-2023 | <u>2022-0793</u> |
| 4. | Motion 22-348, amending the 2022 Annual Action Plan to add HOME Program Income and allocate to eligible activities | <u>2022-0805</u> |
| 5. | Motion 22-350, request to fund unfunded positions in the Sheriff's Office Corrections Bureau - Q2 2022 | <u>2022-0797</u> |
| 6. | Motion 22-351, approving the 2022-2023 Washington Auto Theft Prevention Program Supplemental Grant Award | <u>2022-0801</u> |

ACTION: Council Vice-Chair Mead made a motion to approve the Consent Agenda. Councilmember Low seconded the motion and it carried unanimously by the four members present.

I. Administrative Matters

- | | | |
|----|---|----------------------------------|
| 1. | Motion 22-356, approving Administrative Matters presented at Council General Legislative Session on August 31, 2022 | <u>2022-0835</u> |
| a. | Receiving the 1st Quarter 2022 Contract Report from the Executive Office | <u>2022-0786</u> |
| b. | Setting a public hearing date on September 21, 2022, at the hour of 10:30 a.m. to consider Ordinance 22-031, relating to funding the County Arts Program, setting maximum dollar amount for projects to be subject to 1% contribution to arts fund; amending Chapter 2.95 Snohomish County Code | <u>2022-0772</u> |

Attachments: [Proposed Substitute Ordinance 22-031](#)

Jim Martin, Senior Legislative Analyst, provided a staff report and explained the proposed substitute ordinance, which eliminates the maximum dollar amount for projects to be subject to the one percent contribution to the Arts Fund.

Councilmember Nehring spoke in support of the substitute ordinance.

In response to questions, Mr. Martin clarified that both the proposed ordinance and proposed substitute ordinance would be moved to the public hearing.

ACTION: Council Vice-Chair Mead made a motion to approve Motion 22-356, which includes moving the proposed substitute ordinance for Ordinance 22-031 to be included in the hearing notice. Councilmember Low seconded the motion and it carried unanimously by the four members present.

J. Action on Items from Committee**1. Finance and Economic Development****2. Law and Justice/Human Services**

1. Ordinance 22-033, related to housing at county owned hotels, requiring chemical dependency treatment services, amending SCC 2.400.020 and SCC 2.400.065 of the Snohomish County Code related to approval of contracts, and adding a new section 2.400.066 of the Snohomish County Code [2022-0788](#)

Attachments: [Proposed Amendment No 1](#)

Heidi Beazizo, Senior Legislative Analyst, provided a staff report and explained the proposed Amendment No. 1.

Councilmember Nehring provided additional information on the proposed amendment and recommended that the Council defer moving forward until the Council vacancy is filled since one of the proposed hotel projects is located in Council District 3.

In response to questions, Jason Cummings, Chief Civil Deputy Prosecuting Attorney, further explained the legal scope of the proposed amendment.

Discussion ensued relating to the proposed amendment. Ms. Beazizo also responded to questions and affirmed the legality of the proposed amendment and that the proposed legislation does not delay the hotel purchase projects.

Chair Dunn expressed concerns and potential violations of public trust. She indicated that she will be voting no on the proposed ordinance.

ACTION: Councilmember Nehring made a motion that upon filling the vacancy for Council District 3, Ordinance 22-033 be moved to Administrative Session for reassignment to Committee of the Whole. Council Vice-Chair Mead seconded the motion and it carried by a vote of three to one, with Council Chair Dunn opposing.

3. Conservation, Sustainability and Recreation**4. Planning and Community Development**

5. Public Works and Infrastructure**6. Committee of the Whole****K. Other Business****L. Public Meetings/Hearings****M. Executive Session**

Geoffrey Thomas, Council Chief of Staff, stated that pursuant to RCW 42.30.140(2), the Council will convene into Executive Session to discuss a quasi-judicial matter for an initial 10 minutes and extensions to be announced, as needed, with no anticipated action to follow.

At 9:26 a.m., Council Chair Dunn recessed the Council into Executive Session.

1. Quasi-Judicial Matter
Pursuant to RCW 42.30.140(2)
DPAs: L. Kisielius and B. Dorsey

PRESENT:

Council Chair Dunn

Council Vice-Chair Mead

Councilmember Low

Councilmember Nehring

District 3 (vacant)

Geoffrey Thomas, Council Chief of Staff

Heidi Beazizo, Council Staff

Deb Bell, Council Staff

Jill Ford, Council Staff

Jason Cummings, Chief Civil Deputy Prosecuting Attorney

Brian Dorsey, Deputy Prosecuting Attorney

Laura Kisielius, Deputy Prosecuting Attorney

The Executive Session started at 9:26 a.m. with an initial ten minutes to 9:36 a.m.

At 9:36 a.m., an extension was announced for three minutes to 9:39 a.m.

At 9:39 a.m., an extension was announced for five minutes to 9:44 a.m.

The Executive Session ended at 9:42 a.m.

At 9:44 a.m., Council Chair Dunn reconvened the Council in open meeting and announced a Walk-On Motion for Council consideration.

Walk-On Motion

1. Motion 22-365, order summarily dismissing in part the Closed Record Appeal of Cathcart Crossing, File No. 21-107654 SPA/BSP [2022-0870](#)

Council Vice-Chair Mead read Motion 22-365 into the record.

ACTION: Council Vice-Chair Mead made a motion to approve Motion 22-365. Councilmember Low seconded the motion and it carried unanimously by the four members present.

M. Adjourn

There being no further business, Council Chair Dunn adjourned the Council for the day at 9:47 a.m.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 22-365

ORDER SUMMARILY DISMISSING IN PART THE CLOSED RECORD APPEAL OF
CATHCART CROSSING, FILE NO. 21-107654 SPA/BSP

WHEREAS, on August 22, 2022, the Snohomish County Council received an appeal from a decision of the Snohomish County Hearing Examiner in the matter of Cathcart Crossing, File No. 21-107654 SPA/BSP; and

WHEREAS, appeal issue 5.5, summarized on page 7 of the appeal, alleges the Cathcart Crossing Hearing Examiner decision was issued in error because the failure to disclose and consider a purchase and sale agreement between the applicant and the county violates the State Environmental Policy Act (SEPA); and

WHEREAS, there was no timely appeal of the Determination of Nonsignificance issued for the Cathcart Crossing proposal and, even if a timely appeal had been made and decided by the Hearing Examiner, appeals to the County Council from the Hearing Examiner are limited to Type 2 decisions. A SEPA appeal to the Hearing Examiner is the appeal of a Type 1 decision and the Hearing Examiner's decision on an appeal of a Type 1 decision is the final county decision; and

WHEREAS, appeal issue 5.6, summarized on page 7 of the appeal, alleges the Cathcart Crossing Hearing Examiner decision was issued in error because it failed to consider whether the Cathcart Crossing proposal was consistent with the terms of a purchase and sale agreement between the applicant and the county; and

WHEREAS, Title 30 SCC contains the approval criteria for development applications submitted to the county and whether a development application is consistent with the terms of a purchase and sale agreement between a seller and buyer when one of them is the applicant is not grounds for evaluating a development application under Title 30 SCC; and

WHEREAS, there is and was no "master development plan" for the property that is the subject of this appeal as that term is defined by SCC 30.91M.055; and

WHEREAS, SCC 30.72.075 provides the County Council may summarily dismiss an appeal in whole or in part without a hearing if it determines the appeal is beyond the scope of the County Council's jurisdiction.

NOW, THEREFORE, ON MOTION:

The County Council dismisses appeal issues 5.5 and 5.6 because they are beyond the scope of the County Council's jurisdiction.

DATED this 31st day of August, 2022.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Asst. Clerk of the Council

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BEFORE THE COUNTY COUNCIL
FOR THE COUNTY OF SNOHOMISH

In Re the APPEAL of
KATRINA STEWART and DEBORAH
WETZEL,

Appellants,

of the Hearing Examiner Decision for the
CATHCART CROSSING Project
Application

Applicant: Pacific Ridge-DRH, LLC
(Donald R. Horton)

Snohomish
County
File No.: 21-107654 SPA/BSP

STEWART/WETZEL REPLY TO
HORTON RESPONSE TO APPEAL

1. INTRODUCTION.

The response from Applicant Horton¹ continues the coverup and obfuscation of a private real estate transaction between Snohomish County and Horton and the violation of a) notice, b) due process, c) SEPA, d) appearance of fairness, and e) Snohomish County Comprehensive Plan (SCCP) obligations. While Snohomish County, through

¹“Applicant Pacific Ridge-DRH LLC’s Response to Katrina Stewart’s and Deborah Wetzel’s Appeal” dated September 12, 2022.

1 previous planning efforts and Snohomish County Council (Council) motions, had
2 carefully proscribed the development of the Cathcart South (aka "Cathcart Crossing")
3 property (Property) as a "model urban village" and "vibrant community focal point,"² the
4 facts of this case show abandonment not only of this plan but also of long established
5 procedures for public involvement in decisions on public property, all of which aimed to
6 maximize the County's profit from the sale of tax-payer owned property to a large,
7 national home builder.
8

9 The Council should reverse current rulings and require decision-making
10 consistent with code and statutory requirements. The Council should remedy this by 1)
11 assuring clear and timely notice to county residents, 2) requiring disclosure of the full
12 financial and property transactions between the County and Horton, a major developer,
13 3) remanding this matter for a hearing before an independent Hearing Examiner, and 4)
14 providing full opportunity for the exploration of all issues in a reopened hearing.
15

16 **2. SNOHOMISH COUNTY HAS WAIVED OBJECTION TO THE APPEAL BY**
17 **FAILING TO OBJECT; THE COUNCIL CANNOT MAKE DECISIONS ON THIS**
18 **APPEAL IN SECRET CONFERENCES.**

19 The rules stated for the Closed Record Appeal, per SCC 30.72,110, provide that
20 "Parties of Record, other than the appellants, may file written responses/arguments with
21 the council no later than 5:00 p.m. on September 12, 2022." Several parties of record,
22 including Horton, filed written arguments pursuant to this deadline. However, no
23 arguments were submitted by the Snohomish County Hearing Examiner, Snohomish
24 County Facilities/ Property Management, Snohomish County Department of Public
25

26
27 ²Snohomish County Comprehensive Plan at Policies LU 3.C.6 and LU 5.B.6.
28

1 Works, Snohomish County Planning and Development Services (PDS) or the
2 Snohomish County Prosecuting Attorney in response to the appeal. Each of them are
3 parties of record as shown on Exhibit F.1, PDF page 4.
4

5 By failing to respond and contest the Stewart/Wetzel Appeal each of these
6 parties have waived objections to content of the Stewart/Wetzel Appeal and have failed
7 to exhaust available remedies.

8 Appellants do note that the Snohomish County Council met on August 31, 2022
9 and passed Council Motion No. 22-365. See Attachment A. This motion was adopted
10 in a private closed meeting with two attorneys from the office of the Snohomish County
11 Prosecutor, Brian Dorsey and Laura Kisielius. Council minutes for August 31, 2022, at
12 page 5 (See Attachment B hereto) show an Executive Session convened at 9:26 p.m.
13 to discuss “a quasi-judicial matter,” but not indicating its purpose, which was apparently
14 to discuss dismissal of part of the Stewart/Wetzel Appeal. When the secret meeting
15 ended some 16 minutes later at 9:42 am, a “Walk-On Motion” was passed, which was
16 clearly prepared before the Executive Session.
17

18 Though the content of the meeting was secret, it is apparent that arguments
19 were presented to the Council that caused them to dismiss certain appeal issues.
20 However, no notice of potential Council action on the Appeal was provided to
21 Appellants’ counsel, no notice of the legal or factual arguments presented was
22 submitted to Appellants’ counsel and no disclosure was made of the evidence, if any,
23 presented to the Council. No opportunity was given to Appellants to address or
24 respond to whatever arguments were made. No effort was made to comply with
25 Snohomish County Code 30.70.120(1) which requires, for a Council appeal decision:
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1 “the decision of the county council shall set forth findings and conclusions that support
2 the council decision.” It also was not disclosed which Snohomish County departments
3 the deputy prosecutors were representing in their closed appearance before the
4 Council.
5

6 The Type 2 appeal process in Snohomish County is a quasi-judicial proceeding,
7 to which the usual rules of due process and appearance of fairness apply. While the
8 Council has adopted SCC 30.72.075 allowing for a “summary dismissal” of content of
9 an appeal, such a rule cannot deprive an interested party of the opportunity to know
10 any arguments presented and respond to them in an orderly, regular fashion, consistent
11 with standards for due process. There is no question that Mr. Dorsey and Ms. Kisielius
12 could have filed the arguments as a response to the Appeal (just as Horton did) in the
13 ordinary process of briefing outlined in the Notice of Hearing, with full opportunity for
14 reply by Appellants. Whoever Mr. Dorsey and Ms. Kisielius were representing
15 apparently objected to following the regular course of proceedings.
16

17 Moreover, in these proceedings, the Snohomish County Council is not acting
18 solely as a quasi-judicial decision maker, calling balls and strikes in a zoning matter
19 between interested members of the public and a private property owner/applicant. As
20 indicated in the Appeal, Snohomish County is involved in a financial, contractual
21 arrangement with Horton by which Horton will pay Snohomish County \$9,600,000
22 pursuant to a Purchase and Sale Agreement (PSA), which was previously undisclosed
23 in the permit application proceedings.³ Moreover, Horton will, pursuant the same PSA,
24
25

26 ³We note that Horton has objected to consideration of the same PSA that the Council references in Motion
27 22-365 in its Response at 9/15-19. However, with the Council now referencing the document in its decision,
28 Horton’s claim must be denied.

1 undertake a major public works project for the County: the construction of a Park and
2 Ride (in the rural area). This financial/contractual/public works connection means the
3 Snohomish County Council is a very interested party in this transaction. Removing
4 appeal issues that could create problems for the sale of its Property (and the
5 construction of the Park and Ride) are certainly in the financial and property interests of
6 Snohomish County.

8 As indicated in the Appeal, Appellants seek reconsideration of the SEPA
9 determination for the residential Cathcart Crossing project on the grounds that both the
10 residential project and the Park and Ride project must be considered together, assuring
11 that cumulative impacts of the projects can be assessed. As will be discussed the
12 evidence is overwhelming that the projects are part of the same transaction and are
13 inextricably intertwined. However, through apparent collusion between Snohomish
14 County and Horton, disclosure of the fundamental nature of the transaction was not
15 provided. Of course, a process that divides a single project into two segments, making
16 the public engage in two separate SEPA challenges, benefits Snohomish County as it
17 makes challenging a project of significant financial benefit to the County much more
18 difficult.

21 The Council should rescind Council Motion No. 22-365 and require full notice
22 and briefing of the issues, including disclosure of Snohomish County's interests.

23 **3. FACTUAL BACKGROUND.**

24 Most of the factual background is found in the existing record. It is important to
25 emphasize two undisputed facts critical to this case.

- 1 a) The Cathcart Crossing Property was publicly owned at the time of the
2 June 14th, 2022 Hearing (Hearing), not privately owned.

3 The vast majority of land use decisions involve permitting of private
4 property. However, here the property was public and Snohomish County enjoyed full
5 discretion concerning whether development of the Property and the Property's potential
6 is in the public interest, owing no obligation to private interests. Similarly, the Park and
7 Ride proposal, fully intertwined with the residential proposal, will be built on public
8 property, is a public works project and is nominally intended to serve the public interest
9 and the surrounding community.
10

- 11 b) Snohomish County has singled out its Cathcart Crossing Property for an
12 “urban village” as a “vibrant community focal point” providing for
community services, retail opportunity and a variety of housing types.

13 As briefly described above, Snohomish County has chosen to give the Cathcart
14 Property special treatment in the SCCP. Exercising its rights to control the use of its
15 own public property, Snohomish County committed itself to create a “model urban
16 village” at this site to “develop an action program” and to establish a “vibrant community
17 focal point.”
18

19 By including these directives in the SCCP, the Council made these actions more
20 than merely advisory. Indeed, the Growth Management Act requires the County to
21 make its own decision in conformity with its Comprehensive Plan. RCW 36.70A.120,
22 entitled “Planning activities and capital budget decisions—Implementation in conformity
23 with comprehensive plan” provides:
24

25 Each county and city that is required or chooses to plan under RCW 36.70A.040
26 shall perform its activities and make capital budget decisions in conformity with
27 its comprehensive plan.
28

1 Despite the clear directive regarding the creation of a “model urban village” at the
2 Cathcart Crossing Property, no mention was made of the directives of the SCCP either
3 in the decision to sell the public property or approve Horton’s proposal.
4

5 County planning decisions and “activities” must be considered and reviewed
6 through the prism of publicly owned land designated by this council as intended for
7 development of a “model urban village.” A remand for a reopened hearing to consider
8 these issues must demonstrate compliance with RCW 36.70A.120

9 **4. SNOHOMISH COUNTY FAILED TO PROVIDE REQUIRED NOTICE TO**
10 **INTERESTED PARTIES.**

11 As described in Section 6.4 of the Appeal, Snohomish County failed to give
12 notice to interested residents that specifically requested to be made parties of record.
13 See pages 8-16. As noted above, Snohomish County has not disputed these appeal
14 contentions.

15 Horton claims that Snohomish County Code 30.91P.110 does not require making
16 persons that “only signed a petition” parties of record. See Response at 10-11. This
17 requires that Exhibit I.11 be established as a “petition” within the meaning of the code.
18 As the Appeal shows, the letter from the several residents was not referenced as a
19 petition and made crystal clear (in at least three passages), that the signers
20 “request[ed] to become Party of Record.” In addition, the letter from the Clearview
21 residents provided substantive comments, including that the project “will impact our
22 roads, schools and Our Rural Community” and the Property was “inappropriately zoned
23 for Urban Housing.” Exhibit I.11.
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1 Horton's claim regarding SCC 30.91P.110 stands due process and constitutional
2 rights on their head. To start with, Horton's interpretation blatantly violates the First
3 Amendment to the United States Constitution:

4 Congress shall make no law respecting an establishment of religion, or
5 prohibiting the free exercise thereof; or abridging the freedom of speech, or of
6 the press; or the right of the people peaceably to assemble, and to petition the
Government for a redress of grievances.⁴

7 (Emphasis supplied.) Has Snohomish County government decided that the First
8 Amendment will be suspended within the boundaries of the County and "petitions"
9 disqualify residents from bringing their grievances and concerns to the Council?
10

11 As pointed out in the Appeal, denying notice to interested members of the
12 community was not casual or inadvertent. In fact the Hearing Examiner's office brought
13 the matter of the requests to be made parties of record in Exhibit I.11 to the responsible
14 staffer from PDS, who insisted that the persons signing the letter *not* be given notice.⁵

15 See Appeal at 11-12.

16 Moreover, Snohomish County was required by statute to provide a Notice of
17 Decision pursuant to RCW 36.70B.130 entitled "Notice of Decision - Distribution" which
18 provides:
19

20 A local government planning under RCW 36.70A.040 shall provide a notice of
21 decision that also includes a statement of any threshold determination made
22 under chapter 43.21C RCW and the procedures for administrative appeal, if any.
The notice of decision may be a copy of the report or decision on the project

23
24 ⁴The First Amendment is applied to the states and Snohomish County by the 14th Amendment which
reads:

25 No State shall make or enforce any law which shall abridge the privileges or immunities of citizens
26 of the United States; nor shall any State deprive any person of life, liberty, or property, without due
process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

27 ⁵Actions by the County here may well implicate 42 U.S. Code § 1983 - Civil action for deprivation of rights.

1 permit application. The notice shall be provided to the applicant and to any
2 person who, prior to the rendering of the decision, requested notice of the
3 decision or submitted substantive comments on the application.

4 (Emphasis supplied.) All the persons who signed the letter found at Exhibit I.11 of the
5 record both requested notice and submitted substantive comments. Indeed, notice is
6 required to assure that information regarding a project that could be “wholly
7 objectionable” is fully provided to the community. As our court has said:

8 Our holding that the notice in this case is deficient is mandated by the
9 constitutional requirement calling for procedural due process of law. One of the
10 basic touchstones of due process in any proceeding is notice reasonably
11 calculated under all the circumstances to apprise affected parties of the pending
12 action and afford them an opportunity to present their objections. *Armstrong v.*
13 *Manzo*, 380 U.S. 545, 14 L.Ed.2d 62, 85 S.Ct. 1187 (1965).

14 *Barrie v Kitsap County*, 84 Wn 2d 579, 585 (1974).

15 Horton also claims that the Appeal cannot raise the lack of notice to the
16 signatories of Exhibit I.11. However, there are multiple statements in the record from
17 persons signing the Exhibit I.11 letter objecting to the lack of notice. See responses to
18 the appeal from Joan Bjornson, Phyllis Hopkins and Janet Miller, all signers to the
19 Clearview letter. Earlier objections from signatories to the Clearview letter to lack of
20 notice are included in the record from Joan Bjornson (Exhibit M.8), Ron Jeffs (Exhibit
21 M.9) and Wendy Jeffs (Exhibit M.10). Ms. Jeffs clearly states she signed Exhibit I.11,
22 but did not receive either SEPA or hearing notice and states:

23 I am requesting the Determination of Nonsignificance be reissued to all parties of
24 record pursuant to Section 30.61.300 and Chapter 2.02 SCC and a new public
25 hearing be scheduled.

1 Ms. Bjornson's declaration provides similar information and a request that a new public
2 hearing be scheduled. See Exhibit M.8. Exhibit F.1 and F.2, the County Affidavits of
3 Mailing, show none of the I.11 signatories were provided notice of the hearing or DNS.
4

5 The cases cited by Horton on page 6 of its response are not on point because
6 none of them deal with notice issues. To the contrary, our court has clearly included
7 and provided relief for impacted parties even when they are not parties of record:

8 We hold that the notice provided by the defendants was defective in that it
9 conceivably deprived the plaintiffs, and all other affected parties, of their
10 opportunity to be heard, by misleading them into believing that the proposed
11 PUD and the rezone would be treated as one action. Therefore, the initial rezone
12 was invalid, and is hereby declared void.

13 *Barrie* at 585-86 (emphasis supplied).

14 Moreover, it is obvious that keeping additional voices, such as the Snohomish
15 County residents signing Exhibit I.11, from expressing objections to the project works to
16 the financial advantage of Snohomish County (and Horton). The more objections and
17 concerns raised the greater the possibility that the Hearing Examiner would deny or
18 modify Horton's proposal, resulting in the "deal" with the County put in jeopardy.

19 Under statutory, code and constitutional law, it was clear error not to give notice
20 to persons who provided substantive comments, sought to be parties of record and
21 asked to be given notice of the proceedings before the Hearing Examiner. Even more
22 disturbing: it was not until Appellant Wetzel hand-delivered her Request to Re-Open
23 that the deliberate omission of parties was discovered.
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1 **5. THE COUNTY FAILED TO DISCLOSE AND PROVIDE NOTICE OF THE**
2 **COMBINED RESIDENTIAL AND PUBLIC WORKS PROJECTS UNDER**
3 **REVIEW.**

4 As described in Exhibit F.1, on May 11, 2022, the County issued a notice which
5 was a “Notice of Public Hearing, Threshold Determination, Concurrency and Traffic
6 Impact Fee Determinations.” Again, the evidence is clear the County did not provide
7 notice to all parties of record. The project was for “286 townhome units, 93,000 square
8 feet of mini-storage and 3,000 square feet of restaurant on a 31 acre site.” Exhibit F.1,
9 PDF page 8. The Notice at PDF page 2 showed a map of the parcel under review.
10 The notice also indicated that a Determination of Non-significance had been issued
11 (Exhibit E.1) which provided an identical description of the project. The DNS included
12 an environmental checklist, filled out John Mirante, the Horton representative, which
13 included a Preliminary Site Plan. Exhibit E.1,PDF page 17. In the environmental
14 checklist, Mr. Mirante was asked:
15

16 Do you know whether applications are pending for governmental approvals of
17 other proposals directly affecting the property covered by your proposal?

18 He answered: “There are no known applications pending for approval.” Exhibit E.1,
19 PDF page 6. There was no mention of any other projects, though it is now known
20 Snohomish County and Horton had agreed that Horton would build a Park and Ride for
21 Snohomish County, on public property south of the residential development (in the rural
22 area, an R-5 zone—outside of the UGA).

23
24 When the matter went to Hearing, both Snohomish County and Horton continued
25 their story that the only project under review was the 31 acre residential development.
26 The Applicant’s Hearing presentation continued to describe only its residential
27
28

1 development. Exhibit G.2. The Staff Report prepared by Snohomish County PDS
2 Project Manager, Stacy Abbott, similarly described the project only as a residential
3 development, including a map showing the Property. Exhibit L.2, PDF page 4. As noted
4 in the Appeal, there was passing reference that an “adjoining parcel appears” to have a
5 future development. The only mention of a Park and Ride made by either Horton or
6 the Staff at the hearing on June 14, 2022 was from Horton’s representative that it was
7 “not a part of this hearing today.” See Hearing Transcript, Exhibit M.3, Exhibit 9 at 25.
8 When the Examiner recalled a Park and Ride proposal in the area from ten years ago,
9 all PDS staff (Stacy Abbott) said was: “I can tell you that a Conditional Use Permit has
10 been applied for, and I would expect it to be before you this year.” Hearing Transcript,
11 Exhibit M.3, Exhibit 9 at page 33, line 23 to page 34, line 4. PDS deliberately did not
12 disclose the connection to the Hearing Examiner between the Cathcart Crossing before
13 the Examiner and Horton’s obligation to permit and build the Park and Ride.
14

15
16 As described in the Appeal at pages 28-35, the references to the project were
17 deliberate misrepresentations, as Horton and Snohomish County had agreed within the
18 PSA that Horton would obtain permits for and build a Park and Ride facility for
19 Snohomish County for the transfer of the 31 acre parcel to Horton. Additional public
20 records requests now reveal just how inextricably intertwined the two projects were.
21

22 In fact, the same day the “Combined Notice” was issued by the County (May 10,
23 2022), which notice included an environmental checklist that said there were no
24 “applications pending for governmental approvals of other proposals directly affecting
25 the Cathcart Crossing proposal,” the author of that checklist, Horton’s representative
26 John Mirante, was “bugging” PDS’s Director, Tom Barnett, with the following:
27
28

1 Good morning Tom. I am hoping that we can get a little help in getting the
2 Cathcart P&R caught up with the Cathcart Crossing project which is going to
3 hearing on June 14. . . . Is there any way you can help usher it (the park and
4 ride) through the other reviewers with a goal of not creating another review cycle
and encouraging resolution (with us) on any outstanding elements or concerns
via phone discussions, email or conditions so Stacy can get approval memos.

5 Linda Gray Response, Exhibit 7, page 4. He went on to state:

6 The tandem construction of these projects with one another is crucial from an
7 earthwork perspective, which is the second work after closing.

8 (Emphasis supplied). Mr. Barnett was obliging:

9 Once, Bio, Drainage, Public Works and Fire have approved it wouldn't make
10 sense to not make sure the planning/SEPA review isn't synched up, so we will
11 make an effort to make sure that is not on the critical path.

12 *Id.* at page 3. Indeed, when the County did not move fast enough, Horton's Project

13 Manager, Lindsey Solorio, on June 8, 2022 said in an email with the subject line

14 "Cathcart P&R":

15 Do you have any updates on the status of the other reviewers? We're currently
16 at 13 weeks for this second review, we are hoping to keep pace with the
Cathcart Crossing project that is going to hearing next week.

17 Linda Gray Response, Exhibit 7, p.2. Horton was anxious to move the Park and Ride
18 and Cathcart Crossing projects forward in tandem because the Fifth Amendment to the
19 PSA between Snohomish County and Horton (dated January 13, 2021) intertwined the
20 two: "Buyer shall design, permit, and construct the Park and Ride Facility, consistent
21 with the Cost to Construct attached hereto as Exhibit G." The Park and Ride even
22 limited use of the Cathcart Crossing project:
23

24 The Park and Ride Facility shall be completed prior to occupation of any
25 residential structure within the third phase of the Project, as such phases are
26 shown on the phasing map attached hereto as Schedule 2.

27 Exhibit M.12, PDF page 54 (emphasis added).

1 At the hearing, Mr. Mirante raised his hand to comment on the proceedings on
2 behalf of Horton. Hearing Transcript, Exhibit M.3, Exhibit 9, at 24-25. Though
3 aggressively trying to keep the Park and Ride at pace with the Cathcart Crossing
4 project with PDS, he objected to addressing it in the hearing before the Hearing
5 Examiner, saying:
6

7 It appeared to be comments related to a separate application to the south, which
8 we have (inaudible) to as the Cathcart Park and Ride. There were some
9 comments and questions regarding that application that's not part of, not part of
10 this hearing today. So, we put it under a separate forthcoming application
11 (inaudible), hopefully very near future.

12 Hearing Transcript, Exhibit M.3, Exhibit 9, at 25/15-19.

13 Now Horton claims that there was no obligation for either itself or County staff to
14 disclose the PSA. See Response at 8/7-10. Horton claims the PSA is irrelevant for
15 compliance with the code. *Id.* While that may be the case in other circumstances, what
16 the PSA disclosed is that the transaction between the County and Horton required *both*
17 a residential proposal *and* a Park and Ride, with Horton "obligated, at Buyer's (Horton's)
18 sole expense, to obtain the necessary permits and approvals for construction." The
19 disclosure of the PSA was required in order to identify all the permits required for
20 construction. Significantly, it was Snohomish County that insisted on Horton acquiring
21 these permits so it could get the public works project (the Park and Ride) completed
22 without a cash outlay. Clearly Snohomish County owed a duty of candor to its citizens -
23 and those impacted by the Cathcart Crossing and Park and Ride proposals - to disclose
24 their intentions. Moreover, without the Cathcart Crossing project, there would be no
25 Park and Ride.
26
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1 The PSA also disclosed, as described above, that not only were the two projects
2 contractually combined, but that they needed to be “synched up” in a construction
3 sense by Horton.

4 The Snohomish County Code is very clear on the subject of notice. SCC
5 30.72.030 “Notice and timing of open record hearing” addresses the content of notice
6 for a Type 2 open record hearing as follows:
7

8 (3) Notice of the public hearing shall contain a description of the proposal and list
9 of permits requested, the county file number and contact person, the date, time,
10 and place for the hearing, and any other information determined to be
appropriate by the department.

11 (Emphasis supplied.) As described above, not only was Horton “requesting” other
12 “permits” but requesting the County staff, including the PDS Director, Mr. Barnett, to
13 assure “tandem construction” of the Cathcart Crossing project and the Park and Ride.

14 The requirement that there be disclosure of other permits requested is also part
15 of land use permitting in the Local Project Review Statute, RCW chap. 36.70B. Under
16 RCW **36.70B.110**, a notice of application must disclose the following:
17

18 (2) The notice of application shall be provided within fourteen days after the
19 determination of completeness as provided in RCW 36.70B.070 and, except as
20 limited by the provisions of subsection (4)(b) of this section, shall include the
following in whatever sequence or format the local government deems
appropriate:

- 21 (a) The date of application, the date of the notice of completion for the
22 application, and the date of the notice of application;
23 (b) A description of the proposed project action and a list of the project
permits included in the application and, if applicable, a list of any studies
24 requested under RCW 36.70B.070 or * 36.70B.090;
25 (c) The identification of other permits not included in the application to the
extent known by the local government;

26 (Emphasis supplied.)
27
28

1 Notwithstanding the obvious connection of the two projects, the “Combined
2 Notice of Open Record Hearing” not only failed to list permits being pursued for the
3 Park and Ride, but did not even have a “list of permits requested.” See Exhibit F.1,
4 PDF page 9.
5

6 In addition, the code is clear regarding concurrent review in SCC 30.41D.130,
7 the Binding Site Plan section of the code, entitled “Conditions when concurrently
8 reviewed.”

9 When a binding site plan is being considered concurrently with another land
10 development application, the department will incorporate all conditions and
11 limitations imposed on the concurrent application into the binding site plan.
(Added by Amended Ord. 02-064, Dec. 9, 2002, Eff date Feb. 1, 2003)

12 As indicated above, the permit application for the Park and Ride was ongoing when the
13 notice for the Cathcart Crossing project was issued; indeed, Horton’s project manager
14 was asking PDS for “a little help in getting the Cathcart P&R caught up with the
15 Cathcart Crossing project which is going to hearing on June 14.” Gray Response,
16 Exhibit 7, page 4.
17

18 Further, the Cathcart Crossing site was singled out for special treatment in the
19 SCCP. In the Land Use Chapter, at Section 5.B.6, the Plan states:

20 The county shall develop an action program for the County’s Cathcart site to
21 guide the development of a mix of public and private uses. Consideration will be
22 given to the following objectives:

23
24 *create a model “urban village,” following the policy direction of GPP Objective
LU 3.C by providing a neighborhood focal point with a mix of community
services, retail opportunities, and expanded residential choices.

25 As part of the commitments found in the SCCP, Snohomish County promised:

26 The county shall keep residents and the general public informed of progress
27 made in implementing the action program.
28

1 *Id.* Independent of other statutory and code obligations, the County obligated itself to
2 keeping residents “informed of the progress” in implementing the action program.⁶

3 Once again, full disclosure of the agreements and understandings between
4 Snohomish County and Horton would create the potential for additional public comment
5 and opposition that might delay or stymie the completion of the land transaction worth
6 \$9,600,000 to Snohomish County. Moreover, Snohomish County and Horton had
7 agreed to keep their transaction secret through filing a Memorandum of Agreement,
8 described in the original PSA, Exhibit M.3, Exhibit 1.

9
10 There is no question but that Horton was insisting on the Park and Ride project
11 being considered “concurrently” with the residential Cathcart Crossing project. The
12 failure to inform the public about the concurrent Park and Ride project, either by
13 disclosure of the PSA, by including it as a “list of permits requested” or by listing it as a
14 “concurrent permit,” clearly violated the code.

15
16 The Council should remand the matter to the Hearing Examiner with direction to
17 consider the merits of the residential Cathcart Crossing project concurrently with the
18 Park and Ride proposal.

19
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21
22 ⁶As noted above, the contents of the SCC at Chapter 5.B.6 constitute an obligation of the County
23 regarding publicly owned land. Indeed, the Growth Management Act makes special provisions requiring
24 counties to adhere to their adopted comprehensive plans. RCW 36.70A.120 entitled “Planning activities and
25 capital budget decisions—Implementation in conformity with comprehensive plan” provides:

26 Each county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its
27 activities and make capital budget decisions in conformity with its comprehensive plan.

28 This clear obligation is confirmed by caselaw:

 Once a comprehensive plan is in place, the GMA gives effect to the plan's provisions by requiring that
“[e]ach county and city that is required or chooses to plan under RCW 36.70A.040 shall perform its
activities ... in conformity with its comprehensive plan.” RCW 36.70A.120.

Concrete Nor'West v W. Wash. Growth Mgmt. Hearings Bd., 185 Wash App 745, 755-56 (2015).

1 **6. THE FAILURE TO PROVIDE A TIMELY STAFF REPORT REQUIRES**
2 **REMAND.**

3 As indicated at pages 23-26 of the Appeal, the PDS staff failed to provide a full
4 staff report seven days before the hearing. As described in the appeal, the requirement
5 for advance filing of the staff report is included in two sections of the Code, SCC
6 2.02.130(2) and SCC 30.72,040, as well as the Snohomish County Hearing Examiner
7 Rules of Procedure at Section 4.1. This is an unambiguous requirement which must be
8 enforced by its terms. *Dep't of Ecology v. Campbell Gwinn, L.L.C.*, 146 Wn.2d 1, 9, 43
9 P.3d 4 (2002)
10

11 No response or excuse as to the late filing of the Staff Report is provided by PDS
12 staff or anyone at the County level; indeed no County response to the Appeal is made
13 at all, confirming this obvious failure to meet a clear rule.

14 For its part, the Applicant Horton obfuscates. It provides generalities about the
15 open record hearing as a time to “fine-tune and make adjustments to the application”
16 (Response at 14/16-17). Importantly, there is no disagreement from Horton that the
17 changes in vehicle trips in the last-minute report were significant, as shown in the
18 Appeal at page 25, lines 6-14 (morning peak hour trips increasing by 54% from the
19 original reports, and p.m. peak trips up 40%). Like the County, Horton fails to provide
20 an excuse for the late filing.
21

22 Horton blithely claims “appellants were not deprived of a meaningful opportunity
23 to provide comment or review the staff report” (Response at 15/11-12). Horton fails to
24 mention, or contest, that the revised Staff Report was delivered to the Hearing
25 Examiner just 29 minutes before the hearing was scheduled, was never sent to parties
26
27
28

1 of record and was only made a part of the record the following day. This was clearly
2 after the record was officially closed. See Appeal at page 24, Footnote 17. No
3 authority is provided that the Hearing Examiner can waive a simple and clear
4 requirement that the final, full and complete Staff Report be submitted seven days
5 before the hearing, especially where it is a code requirement. Indeed, the law is clear:
6

7 We have held that:

8 The acts of administering a zoning ordinance do not go back to the
9 questions of policy and discretion which were settled at the time of the
10 adoption of the ordinance. *Administrative authorities are properly
11 concerned with questions of compliance with the ordinance, not with its
12 wisdom.*

13 (Italics ours.) State ex rel. Ogden v. Bellevue, 45 Wn.2d 492, 495, 275 P.2d 899
14 (1954). This rule is of equal force in the administration of a building code. To
15 permit another course of administrative behavior, thereby inviting discretion, may
16 well result in violations of the equal protection of the laws. The code is positive in
17 its requirements and contains no exceptional procedures like those employed
18 here; hence, no city officer was authorized to permit its violation. The duty of
19 those empowered to enforce the codes and ordinances of the city is to insure
20 compliance therewith and not to devise anonymous procedures available to the
21 citizenry in an arbitrary and uncertain fashion.

22 *Eastlake Com. Coun. v Roanoke Assoc*, 82 Wn 2d 475, 482 (1973).

23 The Examiner did not have authority to waive the requirement that a full and
24 complete Staff report be available to the public seven days before the hearing. The
25 Council should remand with direction to make the final, complete Staff Report available
26 to the public a minimum of seven days before a remanded hearing on the merits.

27 **7. THE HEARING EXAMINER VIOLATED THE APPEARANCE OF FAIRNESS
28 DOCTRINE AND HIS DECISION SHOULD BE VOIDED.**

In the Appeal at pages 16-23, Appellants discuss how, by not recusing himself
from hearing the County/Horton land use application, the actions of the Hearing
Examiner violated the appearance of fairness doctrine and Snohomish County rules on

1 recusal. This was based on two factors: a) the substantial financial advantage to
2 Snohomish County from selling the Cathcart Crossing Property to Horton, and b) ex
3 parte communication between the Hearing Examiner's office and Snohomish County
4 PDS staff.

5
6 No objection to the Appeal has been received from any Snohomish County
7 agency or entity, including PDS, Public Works, Facilities/Property Management or the
8 Prosecutor's office. Given this lack of objection, the Council should grant the Appeal,
9 order the recusal of the current Hearing Examiner and order a new hearing be held
10 before an independent hearing examiner.

11
12 Horton claims that the Hearing Examiner did not violate the appearance of
13 fairness doctrine and that no new hearing before an independent examiner should be
14 ordered. Response at 12-14. This is based on a claim that the Examiner "was not
15 aware of the underlying transaction." Response at 13/12-13. This is not correct.

16 In fact the Examiner himself asked about who owned the Park and Ride
17 property:

18 HEARING EXAMINER: And Ms. Lori, and my understanding is this property is
19 owned by the County?

20 LINDSEY SOLARIO: Correct.

21 HEARING EXAMINER: So, is that gonna be a, are your folks gonna end up
22 buying it from the County, or just leasing it from the County? How is that gonna
23 work?

24 LINDSEY SOLARIO: Uh, yes. There's a Purchase and Sale Agreement that will
25 be finalized in the near future here.

26 HEARING EXAMINER: Okay.

27 Exhibit M.3, Exhibit 9, page 8/7-14.

28 First, ignorance is not an excuse when it affects the rights of participants to a
hearing free from bias. Second, clearly there was a transaction pending by which

1 Horton was buying the Cathcart Crossing Property from the County. In fact, a PSA had
2 already been fully executed in 2021 and was not *going* to “be finalized in the near future
3 here.” Given the size of the Property (31 acres) and the development planned (286
4 housing units), it was obvious this was a major transaction. At that point, the Hearing
5 Examiner should have known from Ms. Solario’s responses that there were major
6 financial interests at stake affecting his employer (Snohomish County) and he should
7 have either made additional inquiries or stepped back from making a decision.
8

9 In fact, in ruling on the request to reconsider based on appearance of fairness
10 issues, and after the PSA was actually disclosed, the Examiner still refused to recuse
11 himself. See Exhibit N.3, 4/13-21. The Examiner did not claim ignorance, but rather
12 relied on case law:
13

14 The petitioner cites no authority contradicting the published Washington Court of
15 Appeals decision holding that an agency’s employment of an administrative law
16 judge does not create an appearance of fairness concern under Washington
17 state law. Petitioner did not demonstrate an error of law justifying
18 reconsideration. SCC 30.72.065(2)(c) (2013).

19 *Id.* The Examiner was not ignorant, but rather chose to stand and fight based on an
20 inapposite case (fully discussed in the Appeal at page 22) .
21

22 In a similar fashion, Horton claims that the ex parte communication about who
23 would be served with notice of the hearing was “a procedural matter” and thus not
24 subject to the appearance of fairness doctrine. Response at 13/23-25 (again,
25 Snohomish County does not contest the Appeal in this regard). This ignores the
26 fundamental, First Amendment right to petition the government (confirmed in county
27 and state requirements); these constitutional rights cannot be swept under the rug
28 under the guise of being just “procedural.” Moreover, even a cursory review of the

1 Clearview letter Exhibit I.11) showed that substantive concerns regarding zoning and
2 impacts on surrounding properties were raised. Exhibit I.11. Of course, it was in the
3 interest of both Horton and Snohomish County to keep dissent to their plan (as
4 disclosed in the PSA) for transfer of \$9,600,000 at a minimum.
5

6 Recusal of the County's own Hearing Examiner when he is asked to decide
7 whether the County will receive \$9,600,000 from a developer is required by county and
8 state rules. A new hearing should be held in front of an unbiased and independent
9 examiner.

10 **8. PERTINENT DOCUMENTS RELATED TO THE HORTON/SNOHOMISH**
11 **COUNTY TRANSACTION WERE NOT DISCOVERABLE AT THE TIME OF**
12 **THE HEARING.**

13 In its response, Horton claims that information regarding the Horton/Snohomish
14 County PSA should be stricken from the record because such material was "publicly
15 available prior to the hearing and could have been obtained prior to the open record
16 hearing." Response at 9/1-3. From this Horton goes on to argue that this information
17 was not "newly discovered evidence" and should be stricken from the record.
18

19 To begin with, the evidence presented consists of the PSA between Horton and
20 Snohomish County, which was a private document involving a large real estate
21 transaction. Horton does not direct us to how, or where, any member of the public
22 could have obtained the document prior to the hearing.

23 As described in Section 5 of this response, Horton and Snohomish County were
24 legally obligated to disclose the PSA, especially PSA provisions that essentially
25 combined the residential Cathcart Crossing project with the public works project for the
26
27
28

1 Park and Ride. Horton and Snohomish County are fully responsible for disclosing these
2 plans and contracts.

3 In addition, documents related to a county real estate transaction are expressly
4 exempt from public disclosure pursuant to RCW 42.56.260, Real estate transactions:

5
6 (1) Subject to the time limitations in subsection (2) of this section, the following
7 documents relating to an agency's real estate transactions are exempt from
8 public inspection and copying under this chapter:

9 (a) Except as provided by chapter 8.26 RCW, the contents of real estate
10 appraisals, made for or by any agency relative to the acquisition or sale of
11 property;

12 (b) Documents prepared for the purpose of considering the selection of a
13 site or the acquisition of real estate by lease or purchase when public
14 knowledge regarding such consideration would cause a likelihood of
15 increased price, including records prepared for executive session
16 pursuant to RCW 42.30.110(1)(b); and

17 (c) Documents prepared for the purpose of considering the minimum price
18 of real estate that will be offered for sale or lease when public knowledge
19 regarding such consideration would cause a likelihood of decreased price,
20 including records prepared for executive session pursuant to RCW
21 42.30.110(1)(c).

22 (Emphasis supplied.) Accordingly, the PSA, without being voluntarily disclosed by
23 Horton and the County, was not “publicly available prior to the hearing” as Horton
24 claims. In fact, when the County offered the Property for sale, it was through a
25 “Confidential Offering Memorandum Cathcart South” distributed by Cushman and
26 Wakefield. See Attachment C. That Confidential Offering Memorandum provided, on
27 the second page:

28 By taking possession of and reviewing the information contained herein, the
recipient agrees that (a) the enclosed material and their contents are of a
confidential nature and will be held and treated in the strictest confidence and
shall be returned to Agent or Seller promptly upon request. . . .

Snohomish County was so intent on keeping confidentiality it added the following
clause to the Confidential Offering Memorandum:

1 (D) no portion of the enclosed materials may be copied or otherwise reproduced
2 without the prior written authorization of Seller or Agent.

3 Indeed, the PSA itself included the requirement to file a “Memorandum of Agreement”
4 that would provide notice of the existence of the document, but not its individual terms.
5 The proposed “Letter of Intent to Purchase Real Estate” (Exhibit 2 to the Gray Appeal
6 Response) said: “The terms of this Letter of Intent are confidential between all
7 interested parties.”

8 So how were Appellants able to get the PSA and the Confidential Offering
9 Statement? Appellant Wetzel made a public records requests shortly after the hearing
10 and was able to obtain the PSA.⁷ RCW 42.56.260(4) expressly provides:

12 (2) The exemptions in this section do not apply when disclosure is mandated by
13 another statute or after the project or prospective project is abandoned or all
14 properties that are part of the project have been purchased, sold, or leased. No
appraisal may be withheld for more than three years.

15 Of course, only Horton and Snohomish County knew of the closing. It is true that the
16 Examiner claimed in his order denying reconsideration that:

17 More specifically, she (Appellant Wetzel) complains the purchase and sale
18 agreement for the property was not included in the record and that a park and
19 ride is contemplated adjacent to the site. However, these facts and associated
20 documents were publicly available prior to the hearing. That the petitioner did not
learn of them until during or after the hearing is not a legal basis for
reconsideration.

21 Exhibit N.3 at page 4. There is no basis for this statement and there is not substantial
22 evidence in the record supporting this statement.

23 The very expensive real estate transaction between Horton and Snohomish
24 County was not a matter of public record, nor voluntarily disclosed, until after the

26 _____
27 ⁷ The Statutory Warranty Deed from Snohomish County to Horton (as “Pacific Ridge-DRH”) was dated
28 July 13 and not recorded until July 18, 2022; see Attachment D hereto.

1 hearing was concluded. Indeed, the County and Horton were very careful to assure
2 that all their dealings were confidential, by written contract.

3 These materials were discovered only after the Hearing and shortly before the
4 Horton/Snohomish County transaction was finally closed and the veil of deliberate
5 secrecy was lifted. There is no basis to remove these materials from the record and
6 Horton's request therefor should be denied.
7

8 **9. CONCLUSION AND RELIEF REQUESTED.**

9 The decision making on the Snohomish County/Horton proposal for this large
10 residential development was fatally flawed by multiple errors, some of which resulted
11 from intentional withholding of critical project information. The errors included:
12

13 1) failing to include the inextricably intertwined Park and Ride proposal in notices
14 and hearings for the residential proposal, and vice versa;

15 2) denying notice to local residents that provided substantive comments and
16 requested to become parties of record;

17 3) providing insufficient notice that failed to inform the community that the park
18 and ride proposal was contractually and procedurally a part of the complete proposal;

19 4) violating the appearance of fairness doctrine by having a County-employed
20 hearing examiner preside over proceedings in which Snohomish County would receive
21 millions of dollars from a land developer, and who engaged in ex parte communications
22 with an interested party;
23

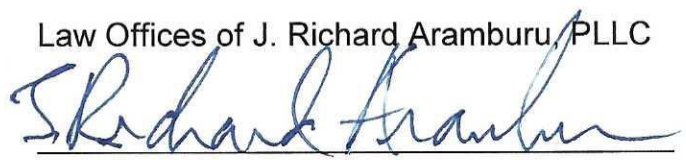
24 5) failing to provide the public with a complete staff report within time limits set by
25 established code; and
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6) failing to implement multiple comprehensive plan requirements that the property be developed as a "model urban village" and a "vibrant community focal point."

It is appropriate and necessary that the Council reverse the decision of the acting hearing examiner and remand for a new public hearing, including both the Cathcart Crossing residential project and the Park and Ride project collectively, before an independent Hearing Examiner, correcting the errors identified above.

Respectfully submitted this 19th day of September, 2022.

Law Offices of J. Richard Aramburu, PLLC


J. Richard Aramburu, WSBA #466
Attorney for Appellants

AFFIDAVIT OF MAILING

FILE NO: 21 107654 SPA/BSP – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Postcard Notice Open Record Heraing, Threshold Determination,
Concurrency and Traffic Impact Fee Determinations

I, **Kris Arnett**, Permit Technician, Planning & Development Services, certify under penalty of perjury under the laws of the State of Washington that:

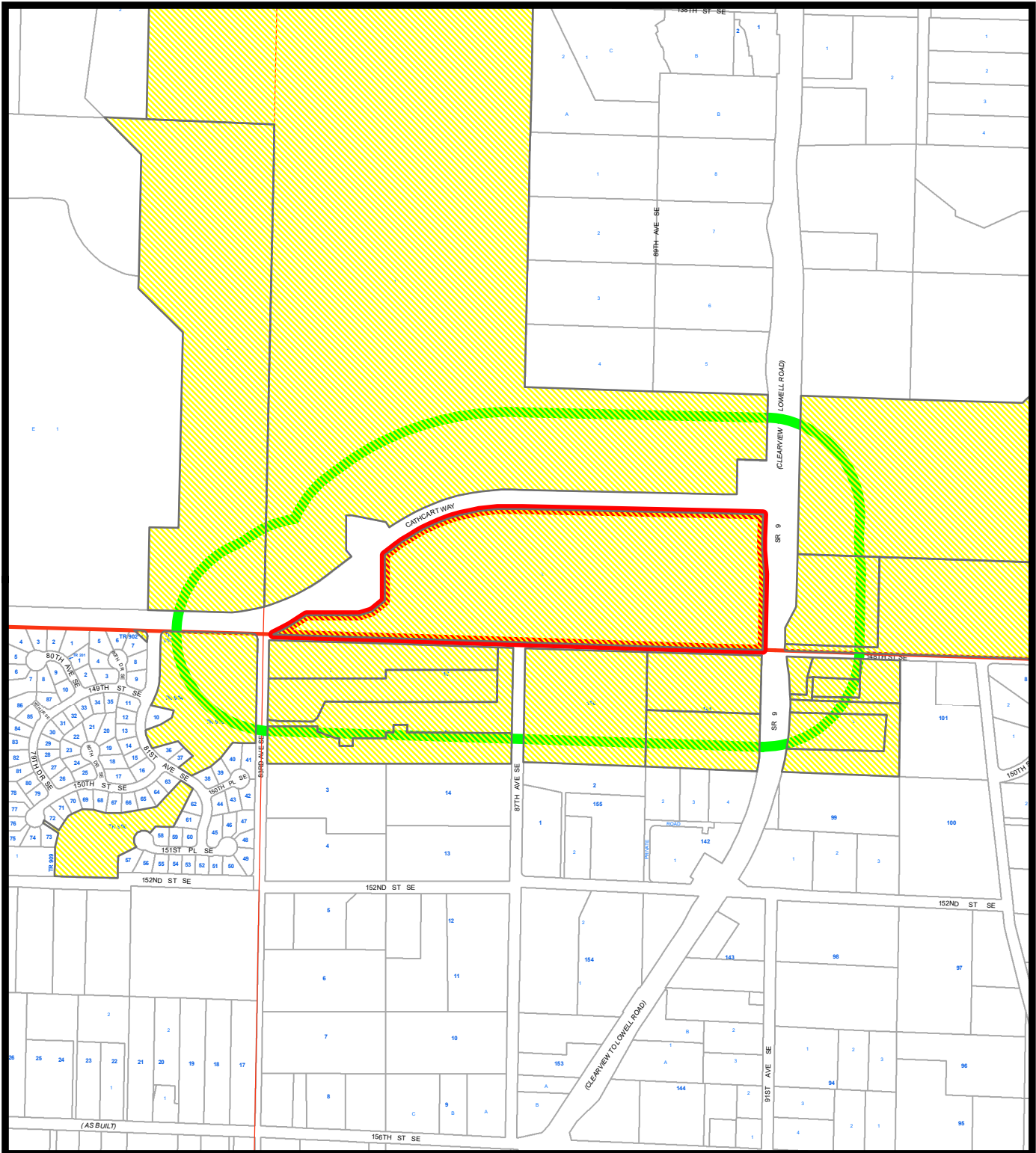
1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total number of postcard notices uploaded to the post office website (or emailed if necessary) was **40**.
3. The date this was accomplished **May 9, 2022**.

Signed at Everett, Washington on **May 9, 2022**.






Kris Arnett

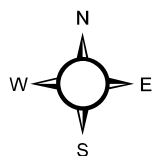
(Signature)

21-107654-SPA/BSP Cathcart Crossing - NOH



Township: 28 Range: 5 Section: 36

-  Parcels
-  Selected Parcels
-  Parcel(s) of Interest
-  Mailing Radius (500 feet)
-  PLSS Grid



Snohomish County disclaims any warranty of merchantability or warranty of fitness of this data (or map) for any particular purpose, either express or implied. No representation or warranty is made concerning the accuracy, currency, completeness or quality of data depicted. Any user of this data (or map) assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this data (or map).



Snohomish County
 Application Provided by:
 Information Services/GIS
 Produced 5/6/2022



Order No.14014921903

Order Total: \$18.51

Order Date May 9, 2022, 5:52:44 PM	Account SnocoPermitting	Payment Method User Credit	Number of Jobs 1
---------------------------------------	----------------------------	-------------------------------	---------------------

Billing Address
 Planning Development
 Snohomish County
 Mail Stop 604
 3000 Rockefeller Ave
 Everett Washington 98201-4046
 United States

Job and Product Information	Requested Fulfillment Date	Actual Fulfillment Date	Quantity	Sub total
Job ID: 14976240 Postcard - 4.25 x 6 - SpaceSaver Format Product SKU: PC22-P Job Source: PMUI Product Type: Postcard 4.25 X 6 , Paper Type: White Matte, Print Color: Full Color, Print Options: Printing Both Sides, Mail Class: First Class, Production Time: Next Day. Base Document Name: 21107654NOH_1 Job Address List Name: 21107654NOH_1 Production Cost for 28 Pieces: \$8.40 First Class Automated card Postage for 26 Pieces: \$8.48 First Class Unsorted card Postage for 2 Pieces: \$0.80 Postage for 0 Pieces: \$0.00	5/10/2022		28	\$17.68

Invoice Subtotal: \$17.68

Tax: \$0.83

Total Invoice: \$18.51

Original Uploaded to USPS

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ACCEPT

DECLINE

Parcel	Name	Address	City	State	Zip
28053600402500	CLARKE JOHN I & CAROL	PO Box 785	Woodinville	WA	98072-0785
00403800014102	SNOHOMISH COUNTY PROPERTY MGT.	3000 Rockefeller Ave # 404	Everett	WA	98201-4071
28053600401300	SNOHOMISH SCHOOL DIST 201	1601 Avenue D	Snohomish	WA	98290-1718
28053600200700	OCCUPANT	14733 83RD AVE SE	SNOHOMISH	WA	98296-0001
00617300100100	WILLMS CHRISTIE A	14811 83rd Ave SE	Snohomish	WA	98296-8709
00617300100101	COOK HEATHER A	14829 83rd Ave SE	Snohomish	WA	98296-8709
00617300100200	FRASER JASON D	14907 83rd Ave SE	Snohomish	WA	98296-8709
00617300100201	BICKET CHRISTOPHER T & GILLIAN M	14915 83rd Ave SE	Snohomish	WA	98296-8709
28053600401100	OCCUPANT	14717 State Route 9 SE	Snohomish	WA	98296-8754
00403800010203	FIELDS DENNIS E & MELANIE	14805 State Route 9 SE	Snohomish	WA	98296-8784
00403800014102	OCCUPANT	14806 Highway 9	Snohomish	WA	98296-8784
00403800010205	PILE JOHN E JR/ALBERTA M	14809 State Route 9 SE	Snohomish	WA	98296-8784
00403800010204	HOWARD KATHERINE M	14813 State Route 9 SE	Snohomish	WA	98296-8784
00403800010206	PIAZZA ALBERT J	14817 State Route 9 SE	Snohomish	WA	98296-8784
00403800010201	PRIDDY RANDALL A TTEE	14909 State Route 9 SE	Snohomish	WA	98296-8785
	PACIFIC RIDGE-DRH, LLC/JOHN MIRANTE	17921 BOTHELL-EVRT HWY. STE 100	BOTHELL	WA	98012
	CORE DESIGN INC./LINDSEY SOLORIO	12100 NE 195TH STREET STE. 300	BOTHELL	WA	98011
	SNO CO PROP MGMT	3000 ROCKEFELLER AVE #404	EVERETT	WA	98201
	SNO CO PDS/STACEY ABBOTT	3000 ROCKEFELLER AVE #604	EVERETT	WA	98201
	SNO CO DPW/DOUG MCCORMICK	3000 ROCKEFELLER AVE #607	EVERETT	WA	98201
	SNOHOMISH REGIONAL FIRE & RESCUE	163 VILLAGE COURT	MONROE	WA	98272
	SNOHOMISH SD #201/TOM LAUFMANN	1604 AVENUE D	SNOHOMISH	WA	98290
	SNO CO PUD NO 1/DEAN SKSENA	PO BOX 1107	EVERETT	WA	98206-1107
	TULALIP TRIBES - ENVIRON/TODD GRAY	6406 Marine DRIVE	TULALIP	WA	98271
	WSDOT/PETER ALM	PO BOX 330310	SEATTLE	WA	98133-9710
	CRAIG HARWOOD	19807 98TH AVE SE	SNOHOMISH	WA	98296
	LINDA GRAY	22629 78TH AVE SE	WOODINVILLE	WA	98072
	MARSHLAND FLOOD CONTROL DIST.	PO BOX 85	SNOHOMISH	WA	98291



Order No.14014922145

Order Total: \$0.66

Order Date May 9, 2022, 6:38:27 PM	Account SnocoPermitting	Payment Method User Credit	Number of Jobs 1
---------------------------------------	----------------------------	-------------------------------	---------------------

Billing Address
 Planning Development
 Snohomish County
 Mail Stop 604
 3000 Rockefeller Ave
 Everett Washington 98201-4046
 United States

Job and Product Information	Requested Fulfillment Date	Actual Fulfillment Date	Quantity	Sub total
Job ID: 14976498 Postcard - 4.25 x 6 - SpaceSaver Format Product SKU: PC22-P Job Source: PMUI Product Type: Postcard 4.25 X 6 , Paper Type: White Matte, Print Color: Full Color, Print Options: Printing Both Sides, Mail Class: First Class, Production Time: Next Day. Base Document Name: 21107654NOH_2 Job Address List Name: 21107654NOH_2 Production Cost for 1 Pieces: \$0.30 First Class Automated card Postage for 1 Pieces: \$0.33 Postage for 0 Pieces: \$0.00 Postage for 0 Pieces: \$0.00	5/10/2022	5/10/2022 Mailed via USPS	1	\$0.63

Invoice Subtotal: **\$0.63**

Tax: **\$0.03**

Total Invoice: \$0.66

Mailing List #2 - Postcard to Janet Miller

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ACCEPT

DECLINE

Parcel	Name	Address	City	State	Zip
	JANET MILLER	7904 152ND ST SE	SNOHOMISH	WA	98296



Order No.14014925497

Order Total: \$0.66

Order Date May 9, 2022, 9:52:20 PM	Account SnocoPermitting	Payment Method User Credit	Number of Jobs 1
---------------------------------------	----------------------------	-------------------------------	---------------------

Billing Address
 Planning Development
 Snohomish County
 Mail Stop 604
 3000 Rockefeller Ave
 Everett Washington 98201-4046
 United States

Job and Product Information	Requested Fulfillment Date	Actual Fulfillment Date	Quantity	Sub total
Job ID: 14979887 Postcard - 4.25 x 6 - SpaceSaver Format Product SKU: PC22-P Job Source: PMUI Product Type: Postcard 4.25 X 6 , Paper Type: White Matte, Print Color: Full Color, Print Options: Printing Both Sides, Mail Class: First Class, Production Time: Next Day. Base Document Name: 21107654NOH_3 Job Address List Name: 21107654NOH_3 Production Cost for 1 Pieces: \$0.30 First Class Automated card Postage for 1 Pieces: \$0.33 Postage for 0 Pieces: \$0.00 Postage for 0 Pieces: \$0.00	5/10/2022		1	\$0.63

Invoice Subtotal: \$0.63

Tax: \$0.03

Total Invoice: \$0.66

Mailing List # 3- Postcard mailed to Diane Jasik with DOE

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ACCEPT

DECLINE

Parcel	Name	Address	City	State	Zip
	WSDOE/DIANE JASIK	PO BOX 47703	OLMPIA	WA	98504-7703

COMBINED NOTICE OF OPEN RECORD HEARING



Notice of Public Hearing, Threshold Determination, Concurrency, and Traffic Impact Fee Determinations

File Number:
21 107654 SPA/BSP

File Name:
Cathcart Crossing

Date of Publication:
May 11, 2022

Hearing
Date: Jun 14, 2022
Time: 2:00 p.m.

SEPA Comments:
Written comments may be submitted to the Project Manager via email or to the address below on or before **May 25, 2022**

Dear Property Owner: There will be a public hearing regarding a Planned Community Business Zone Preliminary Site Plan, and Urban Residential Site Plan approval for construction of 286 townhome units, 93,000 square feet of mini-storage and 3,000 square foot restaurant on a 31.0 acre site, deemed concurrent and subject to Traffic Impact Fees pursuant to Chapter 30.66B SCC. A SEPA Determination of Non-significance (DNS) was issued on **May 11, 2022**.

Hearing Location: UNTIL FURTHER NOTICE hearings will be conducted by Zoom. All parties of record will be sent a link to the Zoom hearing by email. If you have not previously provided an email address and wish to do so now, please send it to hearing.examiner@snoco.org

Site Location: Approximately 87XX southwest corner of SR 9 and Cathcart Way, Snohomish

Project Manager: Stacey Abbott, (425) 262-2637
Email: stacey.abbott@snoco.org

For more project information and published legal notice contact the project manager, or logon to our website at:

www.snoco.org Keyword: PDSNotice

Notice of Hearing

Comments on a project scheduled for hearing may be made by submitting them to PDS prior to the open record hearing or by submitting them to the Hearing Examiner prior to the close of the public hearing.

SEPA Appeal: The DNS may be appealed pursuant to the requirements of Section 30.61.300 SCC and must be received no later than **May 25, 2022**.

Concurrency Appeal: The concurrency determination review standard is found in SCC 30.66B.185. An appeal may be filed within 14 days of the date of publication pursuant to SCC 30.66B.180.

This area is reserved for addressing, any area in white can be used for your content.

From: Arnett, Kristine
Sent: Monday, May 9, 2022 11:20 AM
To: Kelly.M.Werdick@usace.army.mil
Subject: 21-107654-SPA/BSP Cathcart Crossing - Hearing June 14, 2022 at 2:00 p.m. - Postcard Notice of Open Record Hearing, et al.
Attachments: [Postcard Notice.pdf](#)
Importance: High

Good morning. The above project is going before Snohomish County Hearing Examiner June 14, 2022 at 2:00 p.m. **This will be Zoom hearing.** You are being emailed the postcard (attached) notice as there was no address for you. The postcard notice of open record hearing et al. was **uploaded to United States Post Office today for mail out tomorrow, Tuesday May 10, 2022.**

There is a Threshold Determination (DNS) running concurrently with the Legal Notice – **Legal Notice/DNS issue date is Wednesday, May 11, 2022. Comment period/appeal period begins Wednesday May 11, 2022 and comment period/appeal period end date is May 25, 2022.** The Threshold Determination (DNS) will go out electronically later this today. **If you have questions, comments or concerns please email your project manager, Stacey Abbott at stacey.abbott@snoco.org or 425.262.2637. Please do not email be back.**

Thank you.

Kris Arnett | Permit Technician
[Snohomish County Planning and Development Services](#) | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and **virtually** open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).
NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Original email to Army Corps of Engineers and blind copied to rest of parties of record

From: Arnett, Kristine
Sent: Monday, May 9, 2022 2:05 PM
To: mac32691@comcast.net
Subject: 21-107654-SPA/BSP Cathcart Crossing - Hearing June 14, 2022 at 2:00 p.m. - Postcard Notice of Open Record Hearing, et al.

Importance: High

Mike:

Good afternoon. The above project is going before Snohomish County Hearing Examiner June 14, 2022 at 2:00 p.m. **This will be Zoom hearing.** You are being emailed the postcard (attached) notice as there was no address for you. The postcard notice of open record hearing et al. was **uploaded to United States Post Office today for mail out tomorrow, Tuesday May 10, 2022.**

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Kris Arnett | Permit Technician
[Snohomish County Planning and Development Services](#) | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and **virtually** open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).
NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Postcard emailed out again to above POR as miss keyed email address.

From: Arnett, Kristine
Sent: Monday, May 9, 2022 1:36 PM
To: statcook2@comcast.net
Subject: 21-107654-SPA/BSP Cathcart Crossing - Hearing June 14, 2022 at 2:00 p.m. - Postcard Notice of Open Record Hearing, et al.
Attachments: [Postcard Notice.doc](#)
Importance: High

Heather:

Good afternoon. The above project is going before Snohomish County Hearing Examiner June 14, 2022 at 2:00 p.m. **This will be Zoom hearing.** You are being emailed the postcard (attached) notice as there was no address for you. The postcard notice of open record hearing et al. was **uploaded to United States Post Office today for mail out tomorrow, Tuesday May 10, 2022.**

There is a Threshold Determination (DNS) running concurrently with the Legal Notice – **Legal Notice/DNS issue date is Wednesday, May 11, 2022. Comment period/appeal period begins Wednesday May 11, 2022 and comment period/appeal period end date is May 25, 2022.** The Threshold Determination (DNS) will go out electronically later this today. **If you have questions, comments or concerns please email your project manager, Stacey Abbott at stacey.abbott@snoco.org or 425.262.2637. Please do not email be back.**

Kris Arnett | Permit Technician
[Snohomish County Planning and Development Services](#) | **Permitting**
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and **virtually** open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).
NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

Email postcard notice out to above POR as missed when original email went out

From: Arnett, Kristine
Sent: Tuesday, May 10, 2022 11:27 AM
To: 'katelynn.piazza@ecy.wa.gov'; 'doug.gresham@ecy.wa.gov'
Subject: 21-107654-SPA/BSP Cathcart Crossing - Hearing June 14, 2022 at 2:00 p.m. - Postcard Notice of Open Record Hearing, et al.
Attachments: [Postcard Notice - Cathcart Crossing.doc](#)
Importance: High

Good morning. The above project is going before Snohomish County Hearing Examiner June 14, 2022 at 2:00 p.m. **This will be Zoom hearing.** Attached is the postcard as planner added you both to the distribution for the DNS and also to get postcard notice of hearing. The postcard notice of open record hearing et al. was **uploaded to United States Post Office yesterday for mail out today, Tuesday May 10, 2022.**

There is a Threshold Determination (DNS) running concurrently with the Legal Notice – **Legal Notice/DNS issue date is Wednesday, May 11, 2022. Comment period/appeal period begins Wednesday May 11, 2022 and comment period/appeal period end date is May 25, 2022.** The Threshold Determination (DNS) will was sent little while ago and uploaded to DOE SEPA Record Submittal Portal. **If you have questions, comments or concerns please email your project manager, Stacey Abbott at stacey.abbott@snoco.org or 425.262.2637. Please do not email be back.**

Kris Arnett | Permit Technician
[Snohomish County Planning and Development Services](#) | **Permitting**
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and **virtually** open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).
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Postcard email as they were last minute additions to receive postcard notice of hearing.

Organization	Name	Address	City	State	Zip	
POR/AGENCY REGISTER	21-107654-SPA/BSP	Cathcart Crossing	Hearing: June 14, 2022 at 2:00 p.m.			
PACIFIC RIDGE-DRH, LLC	JOHN MIRANTE	17921 BOTHELL-EVRT HWY, STE 100	BOTHELL	WA	98012	JVMirante@drhorton.com
CORE DESIGN INC.	LINDSEY SOLORIO	12100 NE 195TH STREET STE. 300	BOTHELL	WA	98011	LBS@coredesigninc.com
SNO CO PROP MGMT		3000 ROCKEFELLER AVE #404	EVERETT	WA	98201	no email address
SNO CO PLAN & DEV/LAND USE	STACEY ABBOTT	3000 ROCKEFELLER AVE #604	EVERETT	WA	98201	stacey.abbott@sno.co.org
SNO CO DEPT OF PUBLIC WORKS	DOUG MCCORMICK	3000 ROCKEFELLER AVE #607	EVERETT	WA	98201	DMcCormick@co.snohomish.wa.us
SNOHOMISH REGIONAL FIRE & RESCUE		163 VILLAGE COURT	MONROE	WA	98272	FireMarshal@SRFR.org
SNOHOMISH SD #201	TOM LAUFMANN	1604 AVENUE D	SNOHOMISH	WA	98290	tom.laufmann@sno.wednet.edu
SNO CO PUD NO 1	DEAN SKSENA	PO BOX 1107	EVERETT	WA	98206-1107	MLWicklund@snoPUD.com
TULALIP TRIBES - ENVIRON	TODD GRAY	6406 Marine DRIVE	TULALIP	WA	98271	toddgray@tulaliptribes-nsn.gov
WA STATE OF TRANSPORTATION	PETER ALM	PO BOX 330310	SEATTLE	WA	98133-9710	almp@wsdot.wa.gov
US ARMY CORPS OF ENGINEERS	KELLY M WERDICK	email only				Kelly.M.Werdick@usace.army.mil
WS DFW		email only				R4Cplanning@dfw.wa.gov
PARTIES OF RECORD						
	Craig Harwood	19807 98th Ave SE	Snohomish	WA	98296	Craig-n-Jodie@msn.com
	Deborah L Wetzen		none given			debbieleewetzel@gmail.com
	Linda Gray	22629 78th Ave SE	Woodinville	WA	98072	lgn899a@gamil.com
	Mike	none given				mac32691@comcast.net
	Rob Tucker	none given				robt6781@aol.com
	Carol Foss	none given				clearviewcottageinc@msn.com
	Taylor Healey	none given				toddntaylorhealey@gmail.com
	Janet Miller	7904 152nd St SE	Snohomish	WA	98296	none given
Marshaland Flood Control Dist.		PO Box 85	Snohomish	WA	98291	marshalandfloodcontrol@aol.com
Addition Postcards emailed 5/10/22	Katelynn Piazza	email to her at DOE				katelynn.piazza@ecy.wa.gov
	Doug Gresham	email to him at DOE				doug.gresham@ecy.wa.gov

From: Arnett, Kristine
Sent: Monday, May 9, 2022 11:04 AM
To: karen.cedarquist@soundpublishing.com
Cc: Dykstra, Jessica; Taylor, Jamie; Smith, Jaime; Mason-Hatt, Kim
Subject: Sno Co Plan & Dev Svcs - Legal Notices for 5-11-2022 pub Herald
Attachments: [may11noa1.doc](#); [may11noa2.doc](#); [may11noa3.doc](#); [may11noh1.doc](#)

Karen:

Good morning. Attached are the legal notices for Wednesday, 5-11-2022.

Kris Arnett | Permit Technician
[Snohomish County Planning and Development Services](#) | **Permitting**
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

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Bill to:
Pacific Ridge – DRH, LLC
17921 Bothell-Everett Highway, Ste. 100
Bothell, WA 98012
425-939-1186
JVMirante@drhorton.com

SNOHOMISH COUNTY NOTICE OF OPEN RECORD HEARING, THRESHOLD DETERMINATION, CONCURRENCY AND TRAFFIC IMPACT FEE DETERMINATIONS

File Name: Cathcart Crossing

File Number: 21 107654 SPA/BSP

Planned Community Business Zone Preliminary Site Plan, and Urban Residential Site Plan approval for construction of 286 townhome units; 93,000 square feet of mini-storage and 3,000 square foot restaurant on a 31.0 acre site.

Location: Approximately 87XX on southwest corner of SR 9 and Cathcart Way, Snohomish

Tax Account Number: 280536-003-011-00

Hearing specifics: Before the Snohomish County Hearing Examiner, June 14, 2022, 2:00 p.m. UNTIL FURTHER NOTICE hearings will be conducted using Zoom. All parties of record will be sent a link to the Zoom hearing by email. If you have not previously provided an email address and wish to do so now, please send it to hearing.examiner@snoco.org. NOTE: if a valid SEPA appeal is filed, the hearing on the appeal will be combined with the hearing on the underlying project application.

Applicant: Pacific Ridge – DRH, LLC

Date of application/Completeness date: April 21, 2021

Approvals required: PCB Preliminary Site Plan and Urban Residential Site Plan approvals, SEPA Determination and all related construction permits.

SEPA Decision: On May 4, 2022, PDS determined that this project does not have a probable, significant adverse impact on the environment and has issued a Determination of Nonsignificance (DNS). An environmental impact statement (EIS) under RCW 43.21C.03(2)(c) is not required. This decision was made after review of a completed environmental checklist and other information on file with this agency.

SEPA Comment Period: Comments must be received by May 25, 2022, 14 days from the date of publication of this notice in the Everett Herald.

SEPA Appeal Period: The DNS may be appealed pursuant to the requirements of Section 30.61.300 SCC and must be received no later than May 25, 2022.

Forest Practices: For projects requiring a Forest Practice permit from the Washington State Department of Natural Resources (DNR) and where no valid SEPA appeal is filed, the applicant may request early release of county comments to DNR. Early release of county comments may enable DNR to issue a forest practice permit for tree removal prior to the project hearing or county approvals.

Concurrency: The Department of Public Works has evaluated the traffic impacts of this development under the provisions of Chapter 30.66B SCC, and the development has been deemed concurrent. Any person aggrieved by the concurrency determination for this development may submit written documentation (refer to SCC 30.66B.180) at, or prior to, the public hearing explaining why the concurrency determination fails to satisfy the requirements of Chapter 30.66B SCC.

Traffic Mitigation: This development will be subject to payment of a Transportation Impact Fee to Snohomish County in an amount as listed in the project file. Any aggrieved person may appeal the decision (pursuant to SCC.30.66B.370) applying an impact fee under Chapter 30.66B (Title 26B) SCC to the Snohomish County Hearing Examiner by submitting a written appeal to Planning and Development Services, in the manner and form prescribed by SCC 30.71.050, within 14 days of the date of this notice.

Project Manager: Stacey Abbott, (425) 262-2637

Project Manager e-mail: stacey.abbott@snoco.org

Date of Notice: May 11, 2022

HOW TO USE THIS BULLETIN

To learn more about a project:

- Call the planner assigned to the project.
- Review project file at Snohomish County Planning and Development Services (PDS) 2nd Floor Customer Service Center, Administration Building East.
- Permit Center and Record Center Hours are
 - 8:00 a.m. to 4:00 p.m. Monday, Tuesday, Wednesday, and Friday
 - 10:00 a.m. to 4:00 on Thursdays
 - Please call ahead to be certain the project file is available.

To comment on a project:

- Submit written comments to PDS at the address below or email project manager. All comments received prior to issuance of a department decision or recommendation will be reviewed. To ensure that comments are addressed in the decision or recommendation, they should be received by PDS before the end of the published comment period.
- Comments on a project scheduled for a hearing before the hearing examiner, may be made by submitting them to PDS prior to the open record hearing.
- PDS only publishes the decisions that are required by Snohomish County Code. Persons will receive notice of all decisions that they have submitted written comment on, regardless of whether or not they are published.
- You may become a party of record for a project by: 1. submitting original written comments to the county prior to the hearing, 2. testifying at the hearing or 3. entering your name on a sign-up register at the hearing. NOTE: only parties of record may subsequently appeal the hearing examiner's decision or provide written or oral arguments to the county council if such an appeal is filed.

To appeal a decision:

- Department decisions (including SEPA threshold determinations): submit a written appeal and the \$1,500.00 filing fee to PDS prior to the close of the appeal period. Refer to SCC 30.71.050(5) for details on what must be included in a written appeal.
- A SEPA appeal also requires that an affidavit or declaration be filed with the hearing examiner within seven days of filing the appeal, pursuant to SCC 30.61.305(1).
- Hearing examiner decisions issued after a public hearing are appealable as described in the examiner's decision. Notice of those decisions is not published. You must have submitted written comments to PDS or written or oral comments at the public hearing in order to appeal a hearing examiner's decision.

HOW TO REACH US:

The Customer Service Center for the Snohomish County Planning and Development Services is located on the 2nd floor of the County Administration Building East, 3000 Rockefeller Avenue, M/S 604, Everett WA 98201 425-388-3311 TTY. PDS Web Site address listed below:

More information can be reviewed online at snohomishcountywa.gov/PDSPostcard

ADA NOTICE: Accommodations for persons with disabilities will be provided upon request. Please make arrangements as soon as possible but no later than 48 hours before the hearing by contacting the Hearing Examiner's office at 425-388-3538, or Department of Planning and Development Services at 425-388-7119.



PUBLIC NOTICE PAYMENT AGREEMENT

Per Snohomish County Code 30.70.045, this department will publish notices of application, threshold determination and public hearing in the official county newspaper, the Everett Herald, and the appropriate weekly newspapers.

Please provide the **name, billing address and phone number of the person(s) responsible** for paying the cost (as determined by the newspaper) of publishing the legal notice, for the project identified, in the official county newspaper and appropriate weekly newspapers. The newspapers will bill the responsible party directly.

21-107654 BSP

PFN: _____

BILL TO: Pacific Ridge - DRH, LLC

ADDRESS: 17921 Bothell-Everett Highway

Suite 100

PHONE: 425-939-1186

Email: JVMirante@drhorton.com

I am the applicant, or I am authorized by the applicant to agree on their behalf, to pay the amount billed by the official county newspaper and appropriate weekly newspapers for publication of the legal notice for the project identified above.

John V Mirante Digitally signed by John V Mirante
Date: 2021.04.05 08:12:31 -07'00'

SIGNATURE APPLICANT AUTHORIZED AGENT

DATE

Snohomish Planning Dept.
c/o Stacy Abbott and planning dept.
3000 Rockefeller Ave.
Everett, Washington.
425-885-7877
Staceyabott@sno.co.org

Stacy Abbott

7-26-2021

12:05 pm

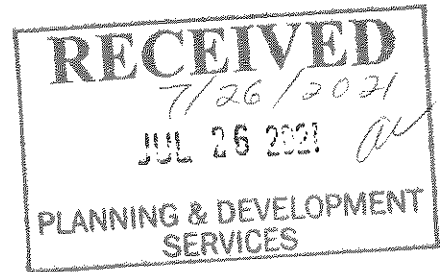
SNOHOMISH COUNTY COUNCIL

EXHIBIT # 1.11

FILE 21-107654 SPA/BSP

RE; Project # 21-107654-BSP

Cathcart Crossing, Developer Pacific Ridge.
286 Townhomes
Possible, Urban Park & Ride.



Concerned Citizens of Clearview
Request to become Party of Record to the
Above Project known as Cathcart Crossing.
Request a meeting with county to describe said
Project to community and the impacts to it.

#1 Improperly notified about project to surrounding
Properties. Sign Postings FAILED to adequately be seen.
Postings were small and unable to stop on Cathcart way
To be able to be read. The same applies to Highway 9.
Where a Huge sign should have been visible. Speeds are
Too high to see small sign.

#2 Zoned as Urban Industrial. Inappropriately zoned for
Urban Housing. Title 30 UDC. States to not impact surrounding
Properties. Clearly the project will impact our roads, schools and
Our Rural Community.

#3 RCW 36.70 a . Urban developments must remain contiguous.
This is not the case with these proposals. 83rd Ave SE. lies in between
A urban development, It is zoned RURAL. The Growth management
Act specifically identifies this as uncontained urban sprawl. The act prevents
Counties from not following the proper CONTIGUOUS lines between Rural and
Urban properties.

#4 Snohomish county 30. 21. 025. Intent of Zones. Clearly (T) Zones are not
Listed in Urban Industrial allowances.

All Signees below Request to become Party of Record to Project # 21- 107654- BSP
Known as Cathcart Crossing and any other projects on property.

Printed Name: Signature: Phone# Address:

Project # 21 - 107654- BSP, Cathcart Crossing.
 Concerned Citizens of Clearview. Party of Record Request.

Printed Name: Signature: Phone# Address :

- 1 Janet Miller Janet Miller 425-232-7169 7904-152nd St SE Clearview
- 2 Austin Lynn Miller Austin Miller 425-343-2609 7904-152nd St SE Clearview
8150 152nd St SE Snohomish WA 98296
- 3 Vanessa Lopez Vanessa Lopez 425-280-3103 8010 152nd St SE
Snohomish WA 98296
- 4 Heather Cook Heather Cook 425-776-9721 14829 83rd Ave SE
98296
- 5 Daniel Garvin Daniel Garvin 425 971 9374 15011 83rd Ave SE Snohomish WA 98296
- 6 Phyllis Hopkins Phyllis Hopkins 425/471-0265 8408 152nd St SE
Snohomish WA 98296
- 7 M. Joan Bjornson M. Joan Bjornson 360-668-2510 8531-152nd St SE
98296
- 8 Peter Stepanchenko Peter Stepanchenko 425-3122-6339 8819 152nd St SE
- 9 Ronald Jeffs Ronald Jeffs 425-418-2660 8911 152nd St SE
- 10 Wendy S. Jeffs Wendy S. Jeffs 206-919-7098 8911-152nd St SE
98296
- 11 David Green David Green 425.231.9531 8818 152nd St SE
Sno WA 98296
- 12 Alire Bayer Alire Bayer 509-641-0600 8528 152nd St SE
WA 98296
- 13 Morgan Bauer Morgan Bauer 425-770-7737 8528 152nd St SE
WA 98296
- 14 Leona E Allen Leona E Allen (360) 668-2719 7916-152nd St SE
98296

was properly solicited →

- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____

FILE NO: 21 107654 SPA -- CATHCART CROSSING
APPLICANT: PACIFIC RIDGE, DRH LLC
DOCUMENT: ISSUED DETERMINATION OF NONSIGNIFICANCE

DECLARATION OF M. JOAN ~~ROBINSON~~ *Bjornson mfb*
REQUEST FOR PROPER ISSUANCE/NOTIFICATION
OF DETERMINATION OF NONSIGNIFICANCE

mfb

I, M. Joan ~~Robison~~, certify and declare as follows:

1. I am a party of record in the above-entitled matter, am over the age of 18 and am competent to testify as a witness hereto. I was contacted by Deborah Wetzel, who asked me if I ever received the Determination of Nonsignificance in the above matter. When I told her I had not received it, she provided me with the Determination of Nonsignificant and the Affidavit of Mailing referenced below.

2. I have reviewed the Affidavits of Mailing dated May 9, 2022 and May 10, 2002, signed by Kris Arnett, indicating she "made a good faith effort to send the above document to each person and/or agency entitled thereto. My name is not listed on the Affidavit as a party of record and I did not receive the Determination of Nonsignificance. **See Exhibit 1 attached hereto and incorporated herein by this reference.** [Also, see, Exhibits F.1 and F.2 of the Order Granting and Denying Petitions for Reconsideration]

3. On July 26, 2021 a document was delivered to Planning & Development Services that specifically stated, "All Signees below Request to become Party of Record to Project #21-107654 BSP Known as Cathcart Crossing and any other projects on the property." My name; address and signature are on the document. **See Exhibit 2 attached hereto and incorporated herein by this reference.**

4. I do not live within 500 feet of Cathcart Crossing – File No. 21 107654 SPA, so the statement in Kris Arnett's Affidavit is not applicable to me.

5. I did receive a telephone call from Allegra at the Hearing Examiner's office just prior to the June 14, 2022 hearing asking if I wanted a link to the Zoom hearing, but that was well past the May 26, 2022 deadline to file a SEPA appeal.

5. Since I am a party of record, and clearly did not receive the Determination of Nonsignificance I am requesting the Determination of Nonsignificance be reissued to all parties of record pursuant to Section 30.61.300 SCC and Chapter 2.02 SCC and a new public hearing be scheduled.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 10th day of August, 2022 in Snohomish County, Washington.

M. Joan Bjornson
M. Joan ~~Robinson~~ *Bjornson mfb*
8531 152nd St. SE
Snohomish, WA 98296
(360)668-2510

Hearing Examiner
RECEIVED
8/10/22

AFFIDAVIT OF MAILING

FILE NO: 21 107654 SPA – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Issued Determination of Nonsignificance

I, **Kris Arnett**, Permit Technician, Planning & Development Services, certify under penalty of perjury under the laws of the State of Washington that:

1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total emailed (hard copy mailed/interofficed, uploaded to DOE SEPA Record Submittal Portal) was **23**.
3. The date this was accomplished **May 10, 2022**.

Signed at Everett, Washington on **May 10, 2022**.

Kris Arnett

(Signature)

DISTRIBUTION LIST: **Determination of NonSignificance**
21-107654-SPA Cathcart Crossing

Snohomish County Snohomish Regional Fire and Rescue

Washington State Department of Ecology
Department of Transportation
Department of Fish and Wildlife Region

Utilities Public Utility District #1 of Snohomish County

Other Agencies Army Corps of Engineers, Kelly.M.Werdick@usace.army.mil
Snohomish School District No. 201
Tulalip Tribes

Applicant John Mirante
Pacific Ridge – DRH, LLC
JVMirante@drhorton.com

Contact Person Lindsey Solorio
Core Design Inc.
LBS@coredesigninc.com

Owner Snohomish County Property Management
3000 Rockefeller Ave, #404
Everett, WA 98201 (**interoffice**)

Additional to DOE Katelynn Piazza, katelynn.piazza@ecy.wa.gov
Doug Gresham, doug.gresham@ecy.wa.gov

Parties of Record Craig Harwood, Craig-n-Jodie@msn.com, 19807 98th Ave SE, Snohomish
WA
Deborah L Wetzel, debbieleewetzel@gmail.com
Linda Gray, lgn899a@gmail.com, 22629 78th Ave SE, Woodinville, WA
Mike, mac32691@comcast.net
Rob Tucker, robt6781@aol.com
Carol Foss, clearviewcottageinc@msn.com
Taylor Healey, toddntaylorhealey@gmail.com
Janet Miller, 7904 152nd St SE, Snohomish, WA 98296 (**hard copy mailed**)
Heather Cook, statcook2@comcast.net
Marshland Flood Control, marshlandfloodcontrol@gmail.com

Adjacent Property Owners Notice of the issuance of this Determination of Nonsignificance has been
mailed to property owners of record within 500 feet of the external
boundaries of this project.

20 emailed out
1 hard copies of DNS mailed via US Postal Service
1 interoffice to Sno Co Property Management – M/S 404
1 Uploaded to DOE SEPA Record Submittal Portal
23 total went out 5/10/2022 kjarnett

From: Arnett, Kristine
Sent: Tuesday, May 10, 2022 9:04 AM
To: FireMarshal@SRFR.org
Subject: Snohomish County Planning & Development Services - Land Use Activity 21-107654-SPA Cathcart Crossing - Determination of Nonsignificance - Issue Date 4-27-2022
Attachments: [Determination of Nonsignificance - Issue Date 5-11-2022.pdf](#)
Importance: High

Good morning. Attached is the Threshold Determination (DNS) for county project 21-107654-SPA Cathcart Crossing. This DNS is running concurrently with the Legal Notice of Open Record Hearing, et al. **The DNS issue date/Herald pub date is Wednesday, May 11, 2022. The SEPA comment/appeal period will start Wednesday, May 11, 2022 and SEPA comment/appeal period end date is Wednesday, May 25, 2022. Comments, concerns and questions need to be directed to Stacey Abbott, project manager, stacey.abbott@snoco.org or 425.262.2637. Please do not e-mail me back.**

Thank you.

Kris Arnett | Permit Technician
Snohomish County Planning and Development Services | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

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DNS emailed to Snohomish Regional Fire and Rescue - blind copied to rest of Distribution List.

Snohomish Planning Dept.
c/o Stacy Abbott and planning dept.
3000 Rockefeller Ave.
Everett, Washington.
425-885-7877
Staceyabott@sno.co.org

Stacy
Abbott

7-26-2021

12:05 pm

RE; Project # 21-107654-BSP

Cathcart Crossing, Developer Pacific Ridge.
286 Townhomes
Possible, Urban Park & Ride.



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Postings were small and unable to stop on Cathcart way
To be able to be read. The same applies to Highway 9.
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**#3 RCW 36.70 a . Urban developments must remain contiguous.
This is not the case with these proposals. 83rd Ave SE. lies in between
A urban development, It is zoned RURAL. The Growth management
Act specifically identifies this as uncontained urban sprawl. The act prevents
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Known as Cathcart Crossing and any other projects on property.

Printed Name: Signature: Phone# Address:

Project # 21 - 107654- BSP, Cathcart Crossing.
 Concerned Citizens of Clearview. Party of Record Request.

- | Printed Name: | Signature: | Phone# | Address: |
|----------------------|----------------------|----------------|---|
| 1 Janet Miller | <i>Janet Miller</i> | 425-232-7169 | 7904-152 nd St SE, Clearview |
| 2 Austin Lynn Miller | <i>Austin Miller</i> | 425-343-2609 | 7904-152 nd St SE, Clearview |
| 3 Vanessa Lopez | <i>[Signature]</i> | 425-280-3103 | 8010 152nd St SE, Snohomish WA 98296 |
| 4 Heath or Coole | <i>Heath Coole</i> | 425-776-9721 | 14829 83rd Ave SE, Snohomish WA 98296 |
| 5 Daniel Garvin | <i>[Signature]</i> | 425-971-9374 | 15011 83rd Ave SE, Snohomish WA 98296 |
| 6 Phyllis Hopkins | <i>[Signature]</i> | 425/471-0265 | 8408 152nd St SE, Snohomish WA 98296 |
| 7 M. Joan Bjornson | <i>[Signature]</i> | 360-668-2510 | 8531-152nd St, Snohomish WA 98296 |
| 8 Peter Stepanchenko | <i>[Signature]</i> | 425-3122-6339 | 8819 152nd St SE, Snohomish WA 98296 |
| 9 Ronald Jeffs | <i>Ronald Jeffs</i> | 425-418-2660 | 8911 152nd St SE, Snohomish WA 98296 |
| 10 Wendy S. Jeffs | <i>Wendy Jeffs</i> | 206-979-7098 | 8911-152nd St SE, Snohomish WA 98296 |
| 11 David Green | <i>[Signature]</i> | 425-231-9531 | 8818 152nd St SE, Snohomish WA 98296 |
| 12 Alire Bayer | <i>Alire Bayer</i> | 509-641-0600 | 8528 152nd St SE, Snohomish WA 98296 |
| 13 Morgan Bauer | <i>[Signature]</i> | 425-770-7737 | 8528 152nd St SE, Snohomish WA 98296 |
| 14 Leona E Allen | <i>Leona E Allen</i> | (360) 668-2719 | 7916-152nd St SE, Snohomish WA 98296 |
| 15 | | | |
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| 21 | | | |

was properly solicited

DECLARATION AND CERTIFICATION OF EMAIL & HAND-DELIVERY

TO: PETER CAMP, HEARING EXAMINER
FILE NO.: 21-107654 SPA/BSP
PROJECT NAME: CATHCART CROSSING
APPLICANT: PACIFIC RIDGE-DRH, LLC
17921 BOTHELL-EVERETT HIGHWAY, SUITE 100
BOTHELL, WA 98012
HEARING DATE: JUNE 14, 2022
DATE OF DECISION: JULY 7, 2022 AMENDED AUGUST 8, 2022

Deborah L. Wetzel certifies and declares as follows:

On August 10, 2022, I emailed and hand-delivered a copy of the Declaration of M. Joan Bjornson Request for Proper Issuance/Notification of Determination of NonSignificance to all parties of record provided by the Hearing Examiner's office, which is filed concurrently with this declaration.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 10th day of August, 2022 in Snohomish County, Washington.



**Deborah L. Wetzel
9715 162nd St. SE
Snohomish, WA 98296**

From: [Debbie Wetzel](#)
To: [Hearing.Examiner](#); [kolouskova@immlaw.com](#); [JVMirante@drhorton.com](#); [LBS@coredesigninc.com](#); [Abbott, Stacey](#); [Dragoo, Paul](#); [Swaim, Emily](#); [Irwin, David](#); [Burke, Lori](#); [Dobesh, Michael](#); [Blair, Randy](#); [McCormick, Douglas](#); [ssmith@slwsd.com](#); [jbowen@snofire7.org](#); [Laufmann, Tom](#); [MLWicklund@snoPUD.com](#); [toddgray@tulaliptribes-nsn.gov](#); [Alm, Peter](#); [Kelly.M.Werdick@usace.army.mil](#); [doug.gresham@ecy.wa.gov](#); [nmmdonovan@gmail.com](#); [Craig-n-Jodie@msn.com](#); [debbieleewetzel@gmail.com](#); [lgn899a@gmail.com](#); [cbandml@yahoo.com](#); [mlb_1943@yahoo.com](#); [mac32691@comcast.net](#); [robt6781@aol.com](#); [clearviewcottageinc@msn.com](#); [toddtaylorhealey@gmail.com](#); [statcook2@comcast.net](#); [laron@campglover.com](#); [mkaytucker@aol.com](#); [Gary Brandstetter](#); [genick@tulaliptribes-nsn.gov](#); [rjeffs5@msn.com](#); [peter_step@comcast.net](#); [dangarvin58@msn.com](#); [hilltop.locust@frontier.com](#); [tstewart@nsuch.com](#); [Tease, Steven](#)
Subject: Project No. 21 107654 SPA/BSP Declaration of M. Joan Bjornson
Date: Wednesday, August 10, 2022 10:58:48 AM
Attachments: [F.2 Affidavit of Mailing Issued Determination of Nonsignificance.pdf](#)
[I.11 Petition from Concerned Citizens of Clearview received July 26, 2021.pdf](#)

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Please see attached filed on behalf of M. Joan Bjornson as she does not have computer/internet capabilities for filing.

Thank you.

--

I remain,
Deborah Wetzel
206-261-0941

FILE NO: 21 107654 SPA -- CATHCART CROSSING
APPLICANT: PACIFIC RIDGE, DRH LLC
DOCUMENT: ISSUED DETERMINATION OF NONSIGNIFICANCE

EXHIBIT # Exhibit M.9
PFN: 21-107654 SPA/BSP
FILE _____

Hearing Examiner
RECEIVED
8/11/22

DECLARATION OF RONALD JEFFS
REQUEST FOR PROPER ISSUANCE/NOTIFICATION
OF DETERMINATION OF NONSIGNIFICANCE

I, Ronald Jeffs, certify and declare as follows:

1. I am a party of record in the above-entitled matter, am over the age of 18 and am competent to testify as a witness hereto. I was contacted by Deborah Wetzel, who asked me if I ever received the Determination of Nonsignificance in the above matter. When I told her I had not received it, she provided me with the Determination of Nonsignificant and the Affidavit of Mailing referenced below.

2. I have reviewed the Affidavits of Mailing dated May 9, 2022 and May 10, 2022, signed by Kris Arnett, indicating she "made a good faith effort to send the above document to each person and/or agency entitled thereto. My name is not listed on the Affidavit as a party of record and I did not receive the Determination of Nonsignificance. See Exhibit 1 attached hereto and incorporated herein by this reference. [Also, see Exhibits F.1 and F.2 of the Order Granting and Denying Petitions for Reconsideration]

3. On July 26, 2021 a document was delivered to Planning & Development Services that specifically stated, "All Signees below Request to become Party of Record to Project #21-107654 BSP Known as Cathcart Crossing and any other projects on the property." My name, address and signature are on the document. See Exhibit 2 attached hereto and incorporated herein by this reference.

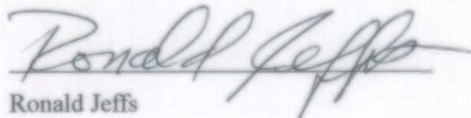
4. I do not live within 500 feet of Cathcart Crossing – File No. 21 107654 SPA, so the statement in Kris Arnett's Affidavit is not applicable to me.

5. I did receive a telephone call from Allegra at the Hearing Examiner's office just prior to the June 14, 2022 hearing asking if I wanted a link to the Zoom hearing, but that was well past the May 26, 2022 deadline to file a SEPA appeal.

5. Since I am a party of record, and clearly did not receive the Determination of Nonsignificance I am requesting the Determination of Nonsignificance be reissued to all parties of record pursuant to Section 30.61.300 SCC and Chapter 2.02 SCC and a new public hearing be scheduled.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 11 day of August, 2022 in Snohomish County, Washington.



Ronald Jeffs
8911 152nd St. SE
Snohomish, WA 98296
(360)668-2510

AFFIDAVIT OF MAILING

FILE NO: 21 107654 SPA – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Issued Determination of Nonsignificance

I, **Kris Arnett**, Permit Technician, Planning & Development Services, certify under penalty of perjury under the laws of the State of Washington that:

1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total emailed (hard copy mailed/interofficed, uploaded to DOE SEPA Record Submittal Portal) was **23**.
3. The date this was accomplished **May 10, 2022**.

Signed at Everett, Washington on **May 10, 2022**.

Kris Arnett

(Signature)

DISTRIBUTION LIST: **Determination of NonSignificance**
21-107654-SPA Cathcart Crossing

Snohomish County Snohomish Regional Fire and Rescue

Washington State Department of Ecology
Department of Transportation
Department of Fish and Wildlife Region

Utilities Public Utility District #1 of Snohomish County

Other Agencies Army Corps of Engineers, Kelly.M.Werdick@usace.army.mil
Snohomish School District No. 201
Tulalip Tribes

Applicant John Mirante
Pacific Ridge – DRH, LLC
JVMirante@drhorton.com

Contact Person Lindsey Solorio
Core Design Inc.
LBS@coredesigninc.com

Owner Snohomish County Property Management
3000 Rockefeller Ave, #404
Everett, WA 98201 (**interoffice**)

Additional to DOE Katelynn Piazza, katelynn.piazza@ecy.wa.gov
Doug Gresham, doug.gresham@ecy.wa.gov

Parties of Record Craig Harwood, Craig-n-Jodie@msn.com, 19807 98th Ave SE, Snohomish
WA
Deborah L Wetzel, debbieleewetzel@gmail.com
Linda Gray, lgn899a@gmail.com, 22629 78th Ave SE, Woodinville, WA
Mike, mac32691@comcast.net
Rob Tucker, robt6781@aol.com
Carol Foss, clearviewcottageinc@msn.com
Taylor Healey, toddntaylorhealey@gmail.com
Janet Miller, 7904 152nd St SE, Snohomish, WA 98296 (**hard copy mailed**)
Heather Cook, statcook2@comcast.net
Marshland Flood Control, marshlandfloodcontrol@gmail.com

Adjacent Property Owners Notice of the issuance of this Determination of Nonsignificance has been
mailed to property owners of record within 500 feet of the external
boundaries of this project.

20 emailed out
1 hard copies of DNS mailed via US Postal Service
1 interoffice to Sno Co Property Management – M/S 404
1 Uploaded to DOE SEPA Record Submittal Portal
23 total went out 5/10/2022 kjarnett

From: Arnett, Kristine
Sent: Tuesday, May 10, 2022 9:04 AM
To: FireMarshal@SRFR.org
Subject: Snohomish County Planning & Development Services - Land Use Activity 21-107654-SPA Cathcart Crossing - Determination of Nonsignificance - Issue Date 4-27-2022
Attachments: [Determination of Nonsignificance - Issue Date 5-11-2022.pdf](#)
Importance: High

Good morning. Attached is the Threshold Determination (DNS) for county project 21-107654-SPA Cathcart Crossing. This DNS is running concurrently with the Legal Notice of Open Record Hearing, et al. **The DNS issue date/Herald pub date is Wednesday, May 11, 2022. The SEPA comment/appeal period will start Wednesday, May 11, 2022 and SEPA comment/appeal period end date is Wednesday, May 25, 2022. Comments, concerns and questions need to be directed to Stacey Abbott, project manager, stacey.abbott@snoco.org or 425.262.2637. Please do not e-mail me back.**

Thank you.

Kris Arnett | Permit Technician
Snohomish County Planning and Development Services | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and *virtually* open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).

NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

DNS emailed to Snohomish Regional Fire and Rescue - blind copied to rest of Distribution List.

Snohomish Planning Dept.
c/o Stacy Abbott and planning dept.
3000 Rockefeller Ave.
Everett, Washington.
425-885-7877
Staceyabott@sno.co.org

Stacy Abbott

7-26-2021

12:05 pm

RE; Project # 21-107654-BSP

Cathcart Crossing, Developer Pacific Ridge.
286 Townhomes
Possible, Urban Park & Ride.



Concerned Citizens of Clearview

Request to become Party of Record to the
Above Project known as Cathcart Crossing.

Request a meeting with county to describe said
Project to community and the impacts to it.

**#1 Improperly notified about project to surrounding
Properties. Sign Postings FAILED to adequately be seen.
Postings were small and unable to stop on Cathcart way
To be able to be read. The same applies to Highway 9.
Where a Huge sign should have been visible. Speeds are
Too high to see small sign.**

**#2 Zoned as Urban Industrial. Inappropriately zoned for
Urban Housing. Title 30 UDC. States to not impact surrounding
Properties. Clearly the project will impact our roads, schools and
Our Rural Community.**

**#3 RCW 36.70 a . Urban developments must remain contiguous.
This is not the case with these proposals. 83rd Ave SE. lies in between
A urban development, It is zoned RURAL. The Growth management
Act specifically identifies this as uncontained urban sprawl. The act prevents
Counties from not following the proper CONTIGUOUS lines between Rural and
Urban properties.**

**#4 Snohomish county 30. 21. 025. Intent of Zones. Clearly (T) Zones are not
Listed in Urban Industrial allowances.**

All Signees below Request to become Party of Record to Project # 21- 107654- BSP
Known as Cathcart Crossing and any other projects on property.

Printed Name: Signature: Phone# Address:

Project # 21 - 107654- BSP, Cathcart Crossing.
 Concerned Citizens of Clearview. Party of Record Request.

- | Printed Name: | Signature: | Phone# | Address: |
|-----------------------|----------------------|----------------|---|
| 1 Janet Miller | <i>Janet Miller</i> | 425-232-7169 | 7904-152 nd St SE, Clearview |
| 2 Austin Lynn Miller | <i>Austin Miller</i> | 425-343-2609 | 7904-152 nd St SE, Clearview |
| 3 Vanessa Lopez | <i>[Signature]</i> | 425-280-3103 | 8010 152nd St SE, Snohomish WA 98296 |
| 4 Heath or Cook Heath | <i>Heath</i> | 425-776-9721 | 14829 83rd Ave SE, Snohomish WA 98296 |
| 5 Daniel Garvin | <i>[Signature]</i> | 425 971 9374 | 15011 83rd Ave SE, Snohomish WA 98296 |
| 6 Phyllis Hopkins | <i>[Signature]</i> | 425/471-0265 | 8408 152nd St SE, Snohomish WA 98296 |
| 7 M. Joan Bjornson | <i>[Signature]</i> | 360-668-2510 | 8531-152nd St, Snohomish WA 98296 |
| 8 Peter Stepanchenko | <i>[Signature]</i> | 425-3122-6339 | 8819 152nd St SE, Snohomish WA 98296 |
| 9 Ronald Jeffs | <i>Ronald Jeffs</i> | 425-418-2660 | 8911 152nd St SE, Snohomish WA 98296 |
| 10 Wendy S. Jeffs | <i>Wendy Jeffs</i> | 206-979-7098 | 8911-152nd St SE, Snohomish WA 98296 |
| 11 David Green | <i>[Signature]</i> | 425.231.9531 | 8818 152nd St SE, Snohomish WA 98296 |
| 12 Alire Bayer | <i>Alire Bayer</i> | 509-641-0600 | 8528 152nd St SE, Snohomish WA 98296 |
| 13 Morgan Bauer | <i>[Signature]</i> | 425-770-7737 | 8528 152nd St SE, Snohomish WA 98296 |
| 14 Leona E Allen | <i>Leona E Allen</i> | (360) 668-2719 | 7916-152nd St SE, Snohomish WA 98296 |
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was properly solicited

DECLARATION AND CERTIFICATION OF EMAIL & HAND-DELIVERY

TO: PETER CAMP, HEARING EXAMINER
FILE NO.: 21-107654 SPA/BSP
PROJECT NAME: CATHCART CROSSING
APPLICANT: PACIFIC RIDGE-DRH, LLC
17921 BOTHELL-EVERETT HIGHWAY, SUITE 100
BOTHELL, WA 98012
HEARING DATE: JUNE 14, 2022
DATE OF DECISION: JULY 7, 2022 AMENDED AUGUST 8, 2022

Deborah L. Wetzel certifies and declares as follows:

On August 11, 2022, I emailed and hand-delivered a copy of the Declaration of Ronald Jeffs Request for Proper Issuance/Notification of Determination of NonSignificance to all parties of record provided by the Hearing Examiner's office, which is filed concurrently with this declaration.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 11th day of August, 2022 in Snohomish County, Washington.



Deborah L. Wetzel
9715 162nd St. SE
Snohomish, WA 98296

From: [Debbie Wetzel](#)
To: [Hearing.Examiner](#); [kolouskova@immlaw.com](#); [JVMirante@drhorton.com](#); [LBS@coredesigninc.com](#); [Abbott, Stacey](#); [Dragoo, Paul](#); [Swaim, Emily](#); [Irwin, David](#); [Burke, Lori](#); [Dobesh, Michael](#); [Blair, Randy](#); [McCormick, Douglas](#); [ssmith@slwsd.com](#); [jbowen@snofire7.org](#); [Laufmann, Tom](#); [MLWicklund@snoPUD.com](#); [toddgray@tulaliptribes-nsn.gov](#); [Alm, Peter](#); [Kelly.M.Werdick@usace.army.mil](#); [doug.gresham@ecy.wa.gov](#); [nmmdonovan@gmail.com](#); [Craig-n-Jodie@msn.com](#); [debbieleewetzel@gmail.com](#); [lgn899a@gmail.com](#); [cbandml@yahoo.com](#); [mlb_1943@yahoo.com](#); [mac32691@comcast.net](#); [robt6781@aol.com](#); [clearviewcottageinc@msn.com](#); [toddtaylorhealey@gmail.com](#); [statcook2@comcast.net](#); [laron@campglover.com](#); [mkaytucker@aol.com](#); [Gary Brandstetter](#); [genick@tulaliptribes-nsn.gov](#); [rjeffs5@msn.com](#); [peter_step@comcast.net](#); [dangarvin58@msn.com](#); [hilltop.locust@frontier.com](#); [tstewart@nsuch.com](#); [Tease, Steven](#); [Rick Aramburu](#); [Carol Cohoe](#); [dingler@jmmklaw.com](#)
Subject: Re: Project No. 21 107654 SPA/BSP Declaration of M. Joan Bjornson
Date: Thursday, August 11, 2022 4:05:28 PM
Attachments: [F.2 Affidavit of Mailing Issued Determination of Nonsignificance.pdf](#)
[I.11 Petition from Concerned Citizens of Clearview received July 26, 2021.pdf](#)

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Please see the attached filed on behalf of Ronald Jeffs as he is currently unable to access internet. Thank you.

--

I remain,
Deborah Wetzel
206-261-0941

FILE NO: 21 107654 SPA -- CATHCART CROSSING
 APPLICANT: PACIFIC RIDGE, DRH LLC
 DOCUMENT: ISSUED DETERMINATION OF NONSIGNIFICANCE

Hearing Examiner
 RECEIVED
 8/11/22

DECLARATION OF WENDY S. JEFFS
 REQUEST FOR PROPER ISSUANCE/NOTIFICATION
 OF DETERMINATION OF NONSIGNIFICANCE

I, Wendy S. Jeffs, certify and declare as follows:

1. I am a party of record in the above-entitled matter, am over the age of 18 and am competent to testify as a witness hereto. I was contacted by Deborah Wetzel, who asked me if I ever received the Determination of Nonsignificance in the above matter. When I told her I had not received it, she provided me with the Determination of Nonsignificant and the Affidavit of Mailing referenced below.

2. I have reviewed the Affidavits of Mailing dated May 9, 2022 and May 10, 2002, signed by Kris Arnett, indicating she "made a good faith effort to send the above document to each person and/or agency entitled thereto. My name is not listed on the Affidavit as a party of record and I did not receive the Determination of Nonsignificance. **See Exhibit 1 attached hereto and incorporated herein by this reference. [Also, see, Exhibits F.1 and F.2 of the Order Granting and Denying Petitions for Reconsideration]**

3. On July 26, 2021 a document was delivered to Planning & Development Services that specifically stated, "All Signees below Request to become Party of Record to Project #21-107654 BSP Known as Cathcart Crossing and any other projects on the property." My name, address and signature are on the document. **See Exhibit 2 attached hereto and incorporated herein by this reference.**

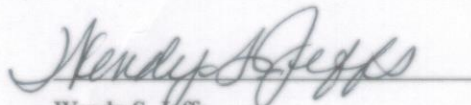
4. I do not live within 500 feet of Cathcart Crossing – File No. 21 107654 SPA, so the statement in Kris Arnett's Affidavit is not applicable to me.

5. I did receive a telephone call from Allegra at the Hearing Examiner's office just prior to the June 14, 2022 hearing asking if I wanted a link to the Zoom hearing, but that was well past the May 26, 2022 deadline to file a SEPA appeal.

5. Since I am a party of record, and clearly did not receive the Determination of Nonsignificance I am requesting the Determination of Nonsignificance be reissued to all parties of record pursuant to Section 30.61.300 SCC and Chapter 2.02 SCC and a new public hearing be scheduled.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 11th day of August, 2022 in Snohomish County, Washington.



Wendy S. Jeffs

8911 152nd St. SE

Snohomish, WA 98296

(360)668-2510

AFFIDAVIT OF MAILING

FILE NO: 21 107654 SPA – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Issued Determination of Nonsignificance

I, **Kris Arnett**, Permit Technician, Planning & Development Services, certify under penalty of perjury under the laws of the State of Washington that:

1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total emailed (hard copy mailed/interofficed, uploaded to DOE SEPA Record Submittal Portal) was 23.
3. The date this was accomplished May 10, 2022.

Signed at Everett, Washington on May 10, 2022.

Kris Arnett

(Signature)

DISTRIBUTION LIST: **Determination of NonSignificance**
21-107654-SPA Cathcart Crossing

Snohomish County Snohomish Regional Fire and Rescue

Washington State Department of Ecology
Department of Transportation
Department of Fish and Wildlife Region

Utilities Public Utility District #1 of Snohomish County

Other Agencies Army Corps of Engineers, Kelly.M.Werdick@usace.army.mil
Snohomish School District No. 201
Tulalip Tribes

Applicant John Mirante
Pacific Ridge – DRH, LLC
JVMirante@drhorton.com

Contact Person Lindsey Solorio
Core Design Inc.
LBS@coredesigninc.com

Owner Snohomish County Property Management
3000 Rockefeller Ave, #404
Everett, WA 98201 (**interoffice**)

Additional to DOE Katelynn Piazza, katelynn.piazza@ecy.wa.gov
Doug Gresham, doug.gresham@ecy.wa.gov

Parties of Record Craig Harwood, Craig-n-Jodie@msn.com, 19807 98th Ave SE, Snohomish
WA
Deborah L Wetzel, debbieleewetzel@gmail.com
Linda Gray, lgn899a@gmail.com, 22629 78th Ave SE, Woodinville, WA
Mike, mac32691@comcast.net
Rob Tucker, robt6781@aol.com
Carol Foss, clearviewcottageinc@msn.com
Taylor Healey, toddntaylorhealey@gmail.com
Janet Miller, 7904 152nd St SE, Snohomish, WA 98296 (**hard copy mailed**)
Heather Cook, statcook2@comcast.net
Marshland Flood Control, marshlandfloodcontrol@gmail.com

Adjacent Property Owners Notice of the issuance of this Determination of Nonsignificance has been
mailed to property owners of record within 500 feet of the external
boundaries of this project.

20 emailed out
1 hard copies of DNS mailed via US Postal Service
1 interoffice to Sno Co Property Management – M/S 404
1 Uploaded to DOE SEPA Record Submittal Portal
23 total went out 5/10/2022 kjarnett

From: Arnett, Kristine
Sent: Tuesday, May 10, 2022 9:04 AM
To: FireMarshal@SRFR.org
Subject: Snohomish County Planning & Development Services - Land Use Activity 21-107654-SPA Cathcart Crossing - Determination of Nonsignificance - Issue Date 4-27-2022
Attachments: [Determination of Nonsignificance - Issue Date 5-11-2022.pdf](#)
Importance: High

Good morning. Attached is the Threshold Determination (DNS) for county project 21-107654-SPA Cathcart Crossing. This DNS is running concurrently with the Legal Notice of Open Record Hearing, et al. **The DNS issue date/Herald pub date is Wednesday, May 11, 2022. The SEPA comment/appeal period will start Wednesday, May 11, 2022 and SEPA comment/appeal period end date is Wednesday, May 25, 2022. Comments, concerns and questions need to be directed to Stacey Abbott, project manager, stacey.abbott@snoco.org or 425.262.2637. *Please do not e-mail me back.***

Thank you.

Kris Arnett | *Permit Technician*
[Snohomish County Planning and Development Services](#) | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and *virtually* open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).

NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

DNS emailed to Snohomish Regional Fire and Rescue - blind copied to rest of Distribution List.

Snohomish Planning Dept.
c/o Stacy Abbott and planning dept.
3000 Rockefeller Ave.
Everett, Washington.
425-885-7877
Staceyabott@sno.co.org

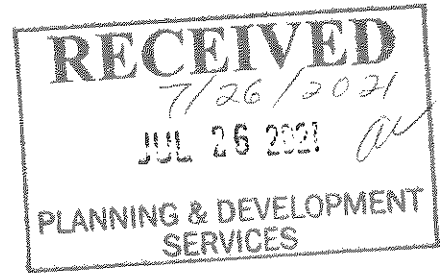
Stacy Abbott

7-26-2021

12:05 pm

RE; Project # 21-107654-BSP

Cathcart Crossing, Developer Pacific Ridge.
286 Townhomes
Possible, Urban Park & Ride.



Concerned Citizens of Clearview
Request to become Party of Record to the
Above Project known as Cathcart Crossing.
Request a meeting with county to describe said
Project to community and the impacts to it.

#1 Improperly notified about project to surrounding
Properties. Sign Postings FAILED to adequately be seen.
Postings were small and unable to stop on Cathcart way
To be able to be read. The same applies to Highway 9.
Where a Huge sign should have been visible. Speeds are
Too high to see small sign.

#2 Zoned as Urban Industrial. Inappropriately zoned for
Urban Housing. Title 30 UDC. States to not impact surrounding
Properties. Clearly the project will impact our roads, schools and
Our Rural Community.

#3 RCW 36.70 a . Urban developments must remain contiguous.
This is not the case with these proposals. 83rd Ave SE. lies in between
A urban development, It is zoned RURAL. The Growth management
Act specifically identifies this as uncontained urban sprawl. The act prevents
Counties from not following the proper CONTIGUOUS lines between Rural and
Urban properties.

#4 Snohomish county 30. 21. 025. Intent of Zones. Clearly (T) Zones are not
Listed in Urban Industrial allowances.

All Signees below Request to become Party of Record to Project # 21- 107654- BSP
Known as Cathcart Crossing and any other projects on property.

Printed Name: Signature: Phone# Address:

Project # 21 - 107654- BSP, Cathcart Crossing.
 Concerned Citizens of Clearview. Party of Record Request.

Printed Name: Signature: Phone# Address :

- 1 Janet Miller Janet Miller 425-232-7169 7904-152nd St SE Clearview
- 2 Austin Lynn Miller Austin Miller 425-343-2609 7904-152nd St SE Clearview
815 Swahomish WA 98296
- 3 Vanessa Lopez Vanessa Lopez 425-280-3103 8010 152nd St SE
Shohomish WA 98296
- 4 Heather Cook Heather Cook 425-776-9721 14829 83rd Ave SE
98296
- 5 Daniel Garvin Daniel Garvin 425 971 9374 15011 83rd Ave SE Shohomish WA 98296
- 6 Phyllis Hopkins Phyllis Hopkins 425/471-0265 8408 152nd St SE
Shohomish WA 98296
- 7 M. Joan Bjornson M. Joan Bjornson 360-668-2510 8531-152nd St SE
98296
- 8 Peter Stepanchenko Peter Stepanchenko 425-3122-6339 8819 152nd St SE
- 9 Ronald Jeffs Ronald Jeffs 425-418-2660 8911 152nd St SE
- 10 Wendy S. Jeffs Wendy S. Jeffs 206-919-7098 8911-152nd St SE
98296
- 11 David Green David Green 425.231.9531 8818 152nd St SE
98296
- 12 Alire Bayer Alire Bayer 509-641-0600 8528 152nd St SE
98296
- 13 Morgan Bauer Morgan Bauer 425-770-7737 8528 152nd St SE
98296
- 14 Leona E Allen Leona E Allen (360) 668-2719 7916-152nd St SE
98296

was properly solicited →

- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____
- 20 _____
- 21 _____

DECLARATION AND CERTIFICATION OF EMAIL & HAND-DELIVERY

TO: PETER CAMP, HEARING EXAMINER
FILE NO.: 21-107654 SPA/BSP
PROJECT NAME: CATHCART CROSSING
APPLICANT: PACIFIC RIDGE-DRH, LLC
17921 BOTHELL-EVERETT HIGHWAY, SUITE 100
BOTHELL, WA 98012
HEARING DATE: JUNE 14, 2022
DATE OF DECISION: JULY 7, 2022 AMENDED AUGUST 8, 2022

Deborah L. Wetzel certifies and declares as follows:

On August 11, 2022, I emailed and hand-delivered a copy of the Declaration of Wendy S. Jeffs Request for Proper Issuance/Notification of Determination of NonSignificance to all parties of record provided by the Hearing Examiner's office, which is filed concurrently with this declaration.

I certify and declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 11th day of August, 2022 in Snohomish County, Washington.



Deborah L. Wetzel
9715 162nd St. SE
Snohomish, WA 98296

From: [Debbie Wetzel](#)
To: [Hearing.Examiner](#); [kolouskova@immlaw.com](#); [JVMirante@drhorton.com](#); [LBS@coredesigninc.com](#); [Abbott, Stacey](#); [Dragoo, Paul](#); [Swaim, Emily](#); [Irwin, David](#); [Burke, Lori](#); [Dobesh, Michael](#); [Blair, Randy](#); [McCormick, Douglas](#); [ssmith@slwsd.com](#); [jbowen@snofire7.org](#); [Laufmann, Tom](#); [MLWicklund@snoPUD.com](#); [toddgray@tulaliptribes-nsn.gov](#); [Alm, Peter](#); [Kelly.M.Werdick@usace.army.mil](#); [doug.gresham@ecy.wa.gov](#); [nmmdonovan@gmail.com](#); [Craig-n-Jodie@msn.com](#); [debbieleewetzel@gmail.com](#); [lgn899a@gmail.com](#); [cbandml@yahoo.com](#); [mlb_1943@yahoo.com](#); [mac32691@comcast.net](#); [robt6781@aol.com](#); [clearviewcottageinc@msn.com](#); [toddtaylorhealey@gmail.com](#); [statcook2@comcast.net](#); [laron@campglover.com](#); [mkaytucker@aol.com](#); [Gary Brandstetter](#); [genick@tulaliptribes-nsn.gov](#); [rjeffs5@msn.com](#); [peter_step@comcast.net](#); [dangarvin58@msn.com](#); [hilltop.locust@frontier.com](#); [tstewart@nsuch.com](#); [Tease, Steven](#); [Rick Aramburu](#); [Carol Cohoe](#); [dingler@jmmklaw.com](#)
Subject: Re: Project No. 21 107654 SPA/BSP Declaration of M. Joan Bjornson
Date: Thursday, August 11, 2022 4:07:27 PM
Attachments: [F.2 Affidavit of Mailing Issued Determination of Nonsignificance.pdf](#)
[I.11 Petition from Concerned Citizens of Clearview received July 26, 2021.pdf](#)

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Please see the attached filed on behalf of Wendy Jeffs as she is currently unable to access internet. Thank you.

On Thu, Aug 11, 2022 at 4:04 PM Debbie Wetzel <debbieleewetzel@gmail.com> wrote:

Please see the attached filed on behalf of Ronald Jeffs as he is currently unable to access internet. Thank you.

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I remain,
Deborah Wetzel
206-261-0941

--

I remain,
Deborah Wetzel
206-261-0941

AFFIDAVIT OF MAILING

FILE NO: 21 107654 SPA – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Issued Determination of Nonsignificance

I, **Kris Arnett**, Permit Technician, Planning & Development Services, certify under penalty of perjury under the laws of the State of Washington that:

1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total emailed (hard copy mailed/interofficed, uploaded to DOE SEPA Record Submittal Portal) was 23.
3. The date this was accomplished May 10, 2022.

Signed at Everett, Washington on May 10, 2022.

Kris Arnett

(Signature)

DISTRIBUTION LIST: **Determination of NonSignificance**
21-107654-SPA Cathcart Crossing

Snohomish County Snohomish Regional Fire and Rescue

Washington State Department of Ecology
Department of Transportation
Department of Fish and Wildlife Region

Utilities Public Utility District #1 of Snohomish County

Other Agencies Army Corps of Engineers, Kelly.M.Werdick@usace.army.mil
Snohomish School District No. 201
Tulalip Tribes

Applicant John Mirante
Pacific Ridge – DRH, LLC
JVMirante@drhorton.com

Contact Person Lindsey Solorio
Core Design Inc.
LBS@coredesigninc.com

Owner Snohomish County Property Management
3000 Rockefeller Ave, #404
Everett, WA 98201 (**interoffice**)

Additional to DOE Katelynn Piazza, katelynn.piazza@ecy.wa.gov
Doug Gresham, doug.gresham@ecy.wa.gov

Parties of Record Craig Harwood, Craig-n-Jodie@msn.com, 19807 98th Ave SE, Snohomish
WA
Deborah L Wetzel, debbieleewetzel@gmail.com
Linda Gray, lgn899a@gmail.com, 22629 78th Ave SE, Woodinville, WA
Mike, mac32691@comcast.net
Rob Tucker, robt6781@aol.com
Carol Foss, clearviewcottageinc@msn.com
Taylor Healey, toddntaylorhealey@gmail.com
Janet Miller, 7904 152nd St SE, Snohomish, WA 98296 (**hard copy mailed**)
Heather Cook, statcook2@comcast.net
Marshland Flood Control, marshlandfloodcontrol@gmail.com

Adjacent Property Owners Notice of the issuance of this Determination of Nonsignificance has been
mailed to property owners of record within 500 feet of the external
boundaries of this project.

20 emailed out
1 hard copies of DNS mailed via US Postal Service
1 interoffice to Sno Co Property Management – M/S 404
1 Uploaded to DOE SEPA Record Submittal Portal
23 total went out 5/10/2022 kjarnett

From: Arnett, Kristine
Sent: Tuesday, May 10, 2022 9:04 AM
To: FireMarshal@SRFR.org
Subject: Snohomish County Planning & Development Services - Land Use Activity 21-107654-SPA Cathcart Crossing - Determination of Nonsignificance - Issue Date 4-27-2022
Attachments: [Determination of Nonsignificance - Issue Date 5-11-2022.pdf](#)
Importance: High

Good morning. Attached is the Threshold Determination (DNS) for county project 21-107654-SPA Cathcart Crossing. This DNS is running concurrently with the Legal Notice of Open Record Hearing, et al. **The DNS issue date/Herald pub date is Wednesday, May 11, 2022. The SEPA comment/appeal period will start Wednesday, May 11, 2022 and SEPA comment/appeal period end date is Wednesday, May 25, 2022. Comments, concerns and questions need to be directed to Stacey Abbott, project manager, stacey.abbott@snoco.org or 425.262.2637. *Please do not e-mail me back.***

Thank you.

Kris Arnett | *Permit Technician*
[Snohomish County Planning and Development Services](#) | *Permitting*
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201
425-262-2485 | kris.arnett@snoco.org

Snohomish County Planning Department is open with limited staff and *virtually* open for business – M, T, W & F from 8-5 and TH from 10-5. Applications are being accepted at MyBuildingPermit.com. You can also submit for information and ask questions using [Ask a Permit Tech](#).

NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

DNS emailed to Snohomish Regional Fire and Rescue - blind copied to rest of Distribution List.



Snohomish County
Planning and Development Services

SNOHOMISH COUNTY COUNCIL

EXHIBIT # E.1

FILE 21-107654 SPA/BSP

Dave Somers
 County Executive

Mike McCrary, Planning Director
 3000 Rockefeller Avenue M/S #604
 Everett, WA 98201-4046
 (425) 388-3311 FAX (425) 388-3832

DETERMINATION OF NONSIGNIFICANCE

Local File Number: 21 107654 SPA

Project File Name: Cathcart Crossing

Applicant: Pacific Ridge – DRH, LLC

DESCRIPTION OF PROPOSAL: Approval of a Planned Community Business Zone Preliminary Site Plan and Urban Residential Site Plan approval for Cathcart Crossing, to allow construction of 286 townhome units, 93,800 square feet of mini-self storage, and a 3,000 square foot restaurant, on a 31.0-acre site.

Mitigation fees are to be paid in accordance with Chapters 30.66A, B, and C, SCC, for project impacts to community parks, nearby road system traffic and to the Snohomish School District No. 201.

An evaluation of the information submitted with the application coupled with an on-site investigation has resulted in a determination that the application complies with Chapter 30.62A SCC (Wetlands and Fish & Wildlife Habitat Conservation Areas) and is consistent with the purpose and objectives of the chapter in regulation of development activities in critical areas to safeguard the public health, safety, and welfare.

Location of Proposal: Approx. 87XX Cathcart Way, at the southwest corner of SR 9 and Cathcart Way, Snohomish

Tax Account Number: 280536-003-011-00

Lead Agency: Snohomish County Planning and Development Services

THRESHOLD DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable, significant adverse impact on the environment. An environmental impact statement (EIS) is NOT required under RCW 43.21C.030(2)(c). This decision was made after review by Snohomish County of a completed environmental checklist and other information on file with this agency and such information is adopted herein by reference. This information is available for public review upon request.

The lead agency has determined that the requirements for environmental analysis, protection, and mitigation measures have been adequately addressed in the development regulations and comprehensive plan adopted under chapter 36.70A RCW, and in other applicable local, state, or federal laws or rules, as provided by RCW 43.21C.240 and WAC 197-11-158. Our agency will not require any additional mitigation measures under SEPA.

This Determination of Nonsignificance is issued under WAC 197-11-340 (2) and is subject to a 14-day comment period. Written comments may be submitted to the lead agency at the address below or emailed directly to the project manager. Comments must be received by May 25, 2022.

APPEALS:

This DNS may be appealed pursuant to the requirements of Section 30.61.300 SCC and Chapter 2.02 SCC. The fourteen (14) day appeal period commences on the date of publication of notice. Any appeal must be addressed to the County Hearing Examiner, accompanied by a filing fee of \$1,500.00, and be filed in writing at the Customer Support Center on the 2nd Floor, County Administration Building East, Everett, WA.

Appeals may also be accepted electronically by the Planning and Development Services Department and paid for by credit card over the phone as follows:

1. Scan the original manually signed (handwritten) copy of the appeal document;
2. Send your appeal as an email attachment to epermittech@snoco.org. Please include your phone number where you can be reliably reached.
3. Staff will call you to collect your credit card information and process your payment.
4. Mail the original to Snohomish County PDS, 3000 Rockefeller M/S 604, Everett, WA 98201.

The appeal must be received by **May 25, 2022**. The appeal must contain the items set forth in 30.71.050(5) SCC as follows:

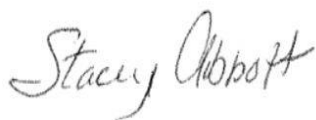
- (a) Facts demonstrating that the person is aggrieved by the decision;
- (b) A concise statement identifying each alleged inadequacy in the threshold determination;
- (c) The specific relief requested; and
- (d) Any other information reasonably necessary to make a decision on appeal.

Please note that failure to file a timely and complete appeal including all the above items shall constitute waiver of all rights to an administrative appeal under county code. In addition to the above requirements, SCC 30.61.305(1) also requires that any person filing an appeal of a threshold determination made pursuant to this chapter shall file with the hearing examiner, within seven days of filing the appeal, a sworn affidavit or declaration demonstrating facts and evidence, that, if proven, would demonstrate that the issuance of the threshold determination was clearly erroneous.

Contact Person: Stacey Abbott, stacey.abbott@snoco.org

Responsible Official: Mike McCrary, Planning Director
Planning and Development Services

Address: County Administration Building East, 2nd Floor
3000 Rockefeller Avenue, M/S 604
Everett, Washington 98201



Signature: _____
Stacey Abbott for Responsible Official

Date: May 4, 2022

Date Issued: **May 11, 2022 – kjarnett/NRC**

VOLUNTARY OFFERS:

This threshold determination was reached on the basis of mitigation offered voluntarily by the developer. The voluntary offers submitted were evaluated as part of this threshold determination and are considered necessary to reduce the overall level of impact below that which is probable, significant, and adverse.

DISCLAIMER:

The determination that an environmental impact statement does not have to be filed does not mean there will be no adverse environmental impacts. Snohomish County codes governing noise control, land use performance standards, construction, and improvement of county roads, off site road improvement obligations, drainage control, fire protection and building practices will provide substantial mitigation of the aforementioned impacts.

The issuance of this Determination of Nonsignificance should not be interpreted as acceptance or approval of this proposal as presented. Snohomish County reserves the right to deny or approve said proposal subject to conditions if it is determined to be in the best interest of the county and/or necessary for the general health, safety, and welfare of the public to do so.

DISTRIBUTION LIST:

Snohomish County	Snohomish Regional Fire and Rescue
Washington State	Department of Ecology Department of Transportation Department of Fish and Wildlife
Utilities	Public Utility District #1 of Snohomish County
Other Agencies	Army Corps of Engineers, Kelly.M.Werdick@usace.army.mil Snohomish School District No. 201 Tulalip Tribes
Applicant	John Mirante Pacific Ridge – DRH, LLC JVMirante@drhorton.com
Contact Person	Lindsey Solorio Core Design Inc. LBS@coredesigninc.com
Owner	Snohomish County Property Management 3000 Rockefeller Ave, #604 Everett, WA 98201
Additional to DOE	Katelynn Piazza, Katelynn.piazza@ecy.wa.gov Doug Gresham, doug.gresham@ecy.wa.gov

Parties of Record

Craig Harwood, Craig-n-Jodie@msn.com, 19807 98th Ave SE, Snohomish WA
Deborah L Wetzel, debbieleewetzel@gmail.com
Linda Gray, lgn899a@gmail.com, 22629 78th Ave SE, Woodinville WA
Mike, mac32691@comcast.net
Rob Tucker, robt6781@aol.com
Carol Foss, clearviewcottageinc@msn.com
Taylor Healey, toddntaylorhealey@gmail.com
Janet Miller, 7904 152nd St SE, Snohomish, WA 98296
Heather Cook, statcook2@comcast.net
Marshland Flood Control, marshlandfloodcontrol@gmail.com

**Adjacent Property
Owners**

Notice of the issuance of this Determination of Nonsignificance has been mailed to property owners of record within 500 feet of the external boundaries of this project.

ATTACHMENTS

1. Environmental Checklist
2. Ownership & Zoning Map
3. Site Plan/Plat Map

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

Cathcart Crossing

2. Name of applicant:

Pacific Ridge Homes – DRH, LLC

3. Address and phone number of applicant and contact person:

John Mirante 17921 Bothell-Everett Highway, Ste. 100, Bothell, WA 98012, 425-939-1186

4. Date checklist prepared:

March 3, 2021

5. Agency requesting checklist:

Snohomish County PDS

6. Proposed timing or schedule (including phasing, if applicable):

Begin clear and grade in the spring of 22, Begin residential construction in the fall of 2022. There are 4 phases proposed at this time with a completion of the project estimated in 2024.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No further additions or expansions are proposed, but the project will include three phases of development. Phase I includes both commercial lots and some townhome dwelling units, and Phase II & III will be for developing the remaining townhome dwelling units. Please reference the Phasing Plan included in the submitted plan set documents. approx 286 units
Potential future unit
lot subdivision

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

As part of the submittals for the LDA, there is a Wetland and Fish and Wildlife Habitat Assessment Report, Joint Aquatic Resources Permit Application (JARPA), and Conceptual Mitigation Plan prepared by Soundview Consultants LLC for this project, geotechnical report by Earth Solutions NW, LLC, Traffic Report by Gibson Traffic Consultants and Technical Information Report by CORE Design, Inc.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

There are no known applications pending for approval.

10. List any government approvals or permits that will be needed for your proposal, if known.

Binding Site Plan, Land Disturbance Approval, Unit Lot Subdivision, SEPA Determination, Drainage Plan Approval, Water and Sewer Construction plan approval, Critical Areas approval, Forest Practices Application (FPA), WSDOT Utility Permit(s), Clean Water Act Section 404 authorization, and Hydraulic Project Approval (HPA).

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

The proposal is to create a new community of 286 townhomes, two commercial lots, new right-of-way, open space tracts and recreation. All the appropriate utilities, pedestrian paths, walks, trails and vehicle drive aisles will be built as well.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and

range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The location of the proposal is a 31 acre parcel in Snohomish County at the southwest corner of Cathcart Way and State Route 9. The tax parcel for this parcel is 28053600301100 in Section 36, Township 28, Range 05E. The legal description, site plan, vicinity map, and topographic map can all easily be found on the plans submitted with this project.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): Flat rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?
60%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The NRCS soil survey map identifies three soil series on the subject property: Alderwood gravelly sandy loam, 0 to 8 percent slopes; Alderwood gravelly sandy loam, 8 to 15 percent slopes; and Cathcart loam, 15 to 25 percent slopes. Please refer to the Geotechnical report prepared by Earth Solutions NW, LLC

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Per the Washington State Department of Natural Resources Washington Geologic Information Portal, there are no indications or history of unstable soils in the immediate vicinity. Please refer to the Geotechnical report prepared by Earth Solutions NW, LLC

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

General site grading for building pads, driveways, and stormwater conveyance. Approx. Cut = 99,300 CY; Fill = 73,100 CY

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Yes, erosion could occur, however the use of BMP's will mitigate possible erosive situations should they occur. If necessary, limiting earthwork to seasonally drier periods, typically April 1 to October 31 is an option.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 42% impervious surface coverage at completion.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

A Construction Storm Water General Permit (CSWGP) from WA State Dept. of Ecology is required, which involves a Storm Water Pollution Prevention Plan detailing all erosion control and pollution control to be implemented during construction. A temporary erosion and sedimentation control (TESC) plan will be prepared and implemented prior to commencement of construction activities. During construction, erosion control measures may include any of the following: siltation fence, siltation ponds and other measures which may be used in accordance with the requirements of the County. The native topsoil and duff will be sustained to the maximum extent feasible.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Temporary exhaust from construction vehicles during onsite construction, Intermittent Passenger vehicle exhaust, lawn mower (or similar) exhaust.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Nothing other than the automobile emissions from traffic on adjacent roadways and the possibility of fireplace emissions from nearby houses.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Construction impacts will not be significant and can be controlled by several methods: watering or using dust suppressants on areas of exposed soils, washing truck wheels before leaving the site, and maintaining gravel construction entrances. Automobile and fireplace emission standards are regulated by the State of Washington. The site has been included in a "No Burn Zone" by the Puget Sound Air Pollution Control Agency which went into effect on September 1, 1992. No land clearing or residential yard debris fires would be permitted on-site.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yes, Garden Creek is a Type F stream in the central portion of this parcel. Numerous wetlands are located onsite. Wetlands are also located within 300 feet of the site. Please refer to the Wetland and Habitat Assessment and Mitigation Plan that were prepared by Soundview Consultants LLC.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Yes, see plans submitted. One wetland (Wetland E-CSII) is proposed to be filled. As part of the Mitigation Plan for the project, a new wetland area is proposed. Appropriate credits may also be purchased through the Snohomish Basin Mitigation Bank program according to ratios required by Snohomish County for compensatory mitigation. Other onsite non-compensatory mitigation through buffer creation and enhancements are proposed as well.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No fill or dredging will take place in the stream. 2,084 SF of wetland (Wetland E-CSII)s will be filled to facilitate site grading needs. See permits applied for on this property for detail.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No, the proposal is not anticipated to require surface water withdrawals or diversions.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No, the proposal does not lie within a 100-year floodplain.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No, the proposal does not involve and discharges of waste materials to surface waters.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A, there are no wells on the property.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

N/A, the site will be served by sanitary sewer.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater from the site including all hard surfaces and roofs will be routed to stormwater vaults which will provide the required stormwater control. This stormwater system discharges to the same location as pre-developed conditions and proposed dispersion trenches.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Generally, no. Closed pipes carry sanitary sewage into the sewer lines. Stormwater runoff from the site will be piped to a stormwater vault/filter to treat the stormwater prior to being released. The only materials that might enter ground or surface waters would be those associated with automobile discharges and yard and garden preparations. Pollutants generated during construction include suspended solids and trace petroleum hydrocarbons. Following construction, the two primary sources of pollutants include roadways and landscaping chemicals. Roadway runoff includes trace petroleum hydrocarbons and trace metals. Landscaping chemicals include fertilizers, pesticides and herbicides.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No, the stormwater system discharges to the same location as pre-developed conditions and

proposed dispersion trenches.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Stormwater runoff will be collected and routed to stormwater vaults which will provide the required flow control and water quality mitigation. In an overall sense, existing drainage patterns will be maintained.

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 Orchards, vineyards or other permanent crops.
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 water plants: water lily, eelgrass, milfoil, other
 other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

As part of this development trees, grasses and shrubs may be removed or altered in all tracts. The open space tracts will be largely left as-is. Tree canopy requirements will be met per code requirements at a minimum.

c. List threatened and endangered species known to be on or near the site.

No threatened or endangered plant species are known to be on or near the site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Proposed landscaping may include the use of native or drought resistant plants. Invasive species found on site will be removed to enhance existing vegetation, where retained. Mitigation planting will take place where buffers are impacted, and buffer enhancement actions will include native tree and shrub plantings throughout buffers...

e. List all noxious weeds and invasive species known to be on or near the site.

Himalayan blackberry (*Rubus armeniacus*) and reed canarygrass (*Phalaris arundinacea*)

5. Animals [\[help\]](#)

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, **songbirds**, other:
mammals: **deer**, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site.
There are no known threatened or endangered species known on or near the site.

c. Is the site part of a migration route? If so, explain.
Yes, the site, like all of Western Washington, lies within the Pacific Flyway Migratory Route.

d. Proposed measures to preserve or enhance wildlife, if any:
To help preserve and enhance wildlife, the project is proposing to mitigate for buffer impacts through buffer restoration and enhancement actions including native tree and shrub plantings, large woody debris placement, bird and bat house installations, and similar enhancement actions. Onsite tree canopy retention will meet or exceed the code requirement.

e. List any invasive animal species known to be on or near the site.
There are no known invasive animal species on or near the site.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Electricity will be the primary source of energy used to provide heating and cooling to each home. This form of energy is immediately available to the site. The builder will provide the appropriate heating and cooling systems which are energy efficient and cost effective for the homebuyer.

b. Would your project affect the potential use of solar energy by adjacent properties?
If so, generally describe.
No, the project will not affect the potential use of solar energy by adjacent properties.

c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:
See future building plans for specifics. The requirements of Building Codes and the State Energy Code will be incorporated into the construction of the buildings. Energy conserving materials and fixtures will be evaluated for suitability in all new construction, homes designed to be energy efficient are common in this area.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
If so, describe.
None to our knowledge. The potential for any of these to occur is the same as all other undeveloped property in the County.

1) Describe any known or possible contamination at the site from present or past uses.
There are no known contaminants on the site from past or present uses.

2) Describe existing hazardous chemicals/conditions that might affect project development

and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

There are none to our knowledge.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Onsite use of fuel trucks providing diesel or gasoline for construction uses. A spill control plan is standard for all building and grading permits. Any chemical stored on site after construction would be typical of residential home construction.

- 4) Describe special emergency services that might be required.

There are none to our knowledge.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

It is assumed that County inspectors will enforce laws that control health hazards during construction.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

The main source of off-site noise in this area originates from the vehicular traffic along SR 9 and Cathcart Way.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Short-term noise impacts will result from the use of construction and building equipment during site development and home construction. These temporary activities will be limited to legal working hours as prescribed by County Code. Long-term impacts will be those associated with the increase of human population, additional traffic and noise associated with residential areas will occur in the area.

- 3) Proposed measures to reduce or control noise impacts, if any:

Building construction will be done during the hours prescribed by the County. Construction equipment will be equipped with muffler devices and idling time will be encouraged to be kept to a minimum.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

North: County vehicle shop East: SR-9 and Rural Single Family

South: Vacant/Single Family West: Single Family

Current proposal does not affect current land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated,

how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No, not in recent years. This property has been owned by Snohomish County and not use for commercial. There is no conversion from agricultural or forest land of long-term commercial significance..

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No, there will be no affect or be affected by surrounding working farm or forest land normal business operations.

c. Describe any structures on the site.

There are no structures on the site.

d. Will any structures be demolished? If so, what?

No, there are no structures on the site.

e. What is the current zoning classification of the site?

PCB - Planned Community Business is the current zoning

f. What is the current comprehensive plan designation of the site?

Urban Commercial is the comprehensive plan designation.

g. If applicable, what is the current shoreline master program designation of the site?

Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Yes, Wetland and Habitat Assessment was done by Soundview Consultants LLC for this project and a geotechnical report by Earth Solutions NW, LLC was submitted. Please reference these reports for detailed information. The site does have a stream and multiple wetlands. WADNR was used to investigate landslides using their landslide inventory and it came back that there are none.

i. Approximately how many people would reside or work in the completed project?

Approximately 886 people will live on the project (3.1 / unit) and 25 people will work on this project.

j. Approximately how many people would the completed project displace?

Zero, there is no one that lives on-site, therefore no one will be displaced.

k. Proposed measures to avoid or reduce displacement impacts, if any:

No measures proposed, the site is vacant.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The site design is regulated per local code and the land uses are approved in this zone so it will be compatible with existing and project land uses and plans.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

There are no proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial as there are none on-site.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

A total of 286 townhome dwelling units are proposed for this project within the middle-income housing level.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No units will be eliminated.

c. Proposed measures to reduce or control housing impacts, if any:

Other than being regulated by local and state code, there are no measures to reduce or control housing impacts.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The tallest height of any proposed structure will be the maximum height allowed by local Code. Exterior materials may be wood, cement board siding or other materials allowed by building codes.

b. What views in the immediate vicinity would be altered or obstructed?

There should be no impact on views in the immediate vicinity.

b. Proposed measures to reduce or control aesthetic impacts, if any:

Proposed measures to reduce or control aesthetic impacts is regulated by local code and reviewed and approved by the jurisdiction.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Minimal light and glare will be a result of residential lighting and traffic which will occur late in the evening or early in the morning. The amount of light or glare from the commercial areas will be limited to approved lighting design per local code. This should minimize the light and glare during hours of darkness.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Light or glare should not be a safety hazard as the entire site has to go through lighting and building design review during the process of permitting.

c. What existing off-site sources of light or glare may affect your proposal?

There are no off-site sources of light or glare that should affect our proposal. The adjacent roads and County vehicle shop will have little to no affect.

d. Proposed measures to reduce or control light and glare impacts, if any:

The project will be carefully designed to minimize light and glare including the utilization of down-lighting. The lighting will comply with the local jurisdiction's lighting Design Standards.

12. Recreation [\[help\]](#)

a. What designated and informal recreational opportunities are in the immediate vicinity?

There are designated recreational opportunities in the immediate vicinity. To the east within a mile is Willis D. Tucker Community Park and Glacier Peak High School. There are no known informal recreational opportunities although it is highly likely that they exist near by and possibly Cathcart Park.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The project should not displace any existing recreational uses.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The project should not displace any existing recreational uses. Residents will have access to the recreational areas proposed. This project is adding in multi-use trails adjacent Cathcart Way and also along the new spine road that goes through the proposal.

13. Historic and cultural preservation [\[help\]](#)

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

There are no known buildings, structures or sites located on or near the proposal site area that are in or eligible for listing in preservation registers.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation?

This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

There are no known landmarks, features or other evidence of Indian or historic use or occupation. If an archaeological site is found during the course of construction, the appropriate Historical Preservation Professional will be notified.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

The methods used to assess cultural and historic resources for this property were online. The use of the WISAARD site mainly along with GIS, images and internet searches for the area were used.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

If an archaeological site is found during the course of construction, the appropriate Historical Preservation Professional will be notified.

14. Transportation [\[help\]](#) Mirante;

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.
The proposal will gain access via a new public right-of-way that will be built with the project called the spine road. It connects Cathcart Way and SR – 9. The proposal will access this spine road for the commercial and housing areas. There will be a new signal installed on Cathcart Way to control traffic out of the project to the north and west. To the south and east there will be a right in and right out to SR-9.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?
The project is served by local transit along Cathcart Way. The future of the parcel to the south will be a new park and ride that will serve the community as well as this proposal.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?
The project is proposed to have two garage parking spaces within the units for a total of 572. There will be approximately 68 guest parking stalls. Most of the units will provide additional parking on the driveways to accommodate 1 or 2 cars per each unit. The commercial areas will provide approximately 25-35 stalls.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).
The project is proposing to restripe Cathcart way and provide a multi-use trail on both the north and south sides in front of the developed area of the proposal. The proposal is building the new spine road between Cathcart Way and SR-9 with proposed sidewalks and multi-use trails along the spine road. This project will have drive aisles and at-grade walks within the townhome area also for pedestrian and vehicular circulation. The project will install a signal at the intersection of Cathcart Way at the spine road and will constructed a southbound right-turn lane at the intersection of SR-9 at the spine road.
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.
The project is not in the vicinity of water, rail or air transportation.
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?
The development is anticipated to generate up to 2,955 new daily trips with 202 trips occurring during the AM peak-hour (one hour between 7:00 and 9:00 AM) and 225 trips occurring during the PM peak-hour (one hour between 4:00 and 6:00 PM). These trip generation estimates are based on data published by the Institute of Transportation Engineers. It is anticipated that less than 5% of the trips generated by the site will be truck trips. Please refer to the Traffic Report prepared by Gibson Traffic Consultants
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.
No, the proposal will not interfere with, affect or be affected by the movement of agricultural and forest products on roads in the area.

h. Proposed measures to reduce or control transportation impacts, if any:

The proposal is proposing a new signal at Cathcart Way. To the east and south, a right in-right out access will be created onto SR-9 with a southbound right-turn lane. The development will also be contributing traffic mitigation fees if creditable roadway improvements are not in excess of the traffic mitigation fees.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Yes, the need for public service such as fire, health, and police protection will be typical of attached single family development and commercial of this size. The school children originating from the homes in this development will attend the schools in the District

b. Proposed measures to reduce or control direct impacts on public services, if any.

The roads and homes will be constructed to meet all applicable standards and codes of the County and Building Code. The proposed development will contribute to the local tax base and provide additional tax revenue for the various public services.

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity will be provided by PUD.
Natural Gas will be provided by PSE.
Water Service will be provided by Silver Lake Water District.
Sanitary Sewer will be provided by Silver Lake Water District.
Storm will be maintained by privately by HOA.
Garbage will be Waste Management
Broadband, Comcast, Frontier, Wave or Century Link.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: John Mirante
Name of signee John Mirante; Assistant Secretary Pacific Ridge-DRH LLC

Position and Agency/Organization Assistant Secretary, Pacific Ridge - DRH LLC

Date Submitted: 11-9-21

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

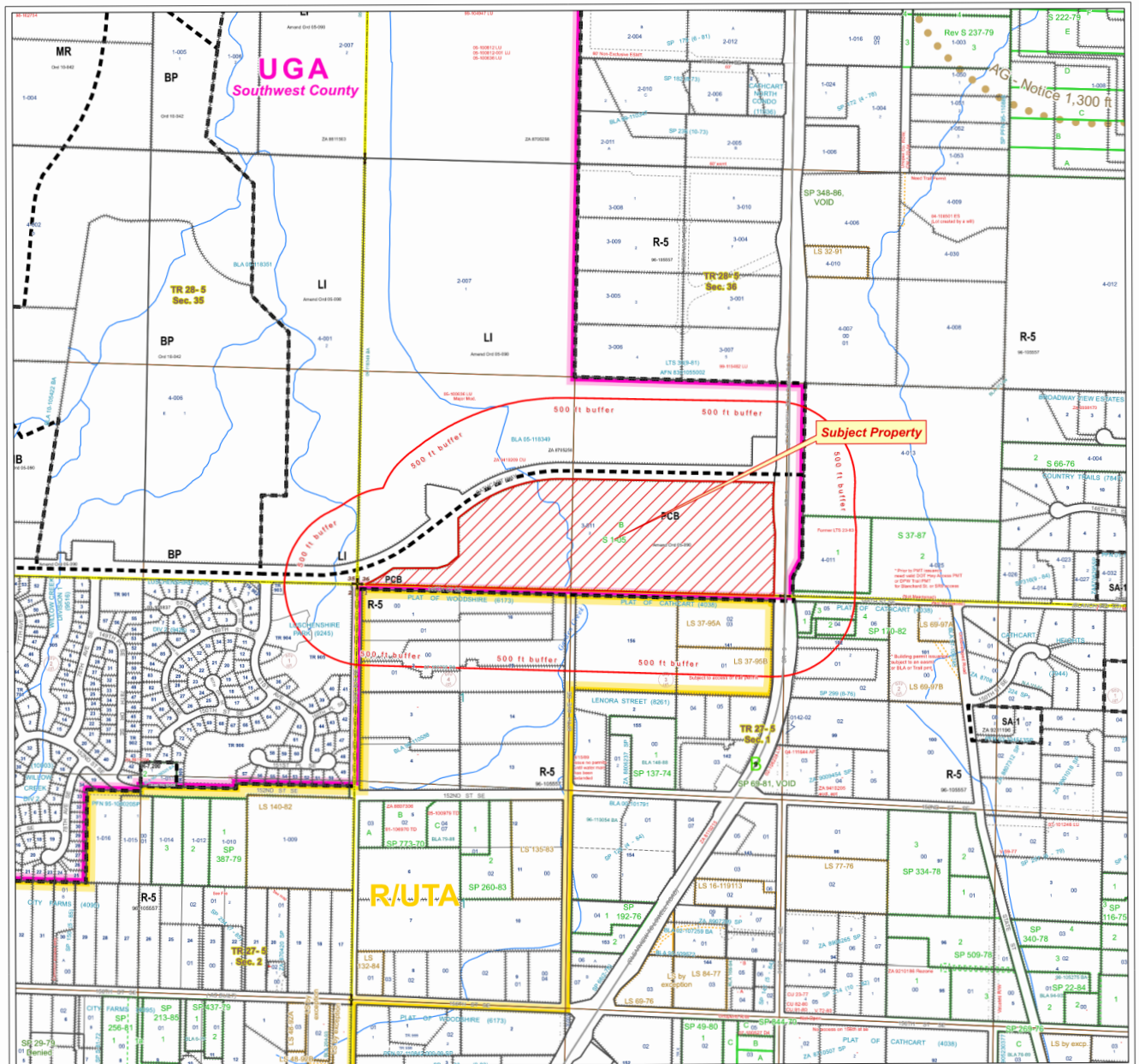
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

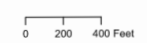
Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

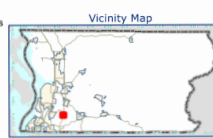


Zoning Line	Commercial Forest (CF, LF)	Density Fringe	Block	Subject Property
Urban Growth Area (UGA)	Commercial Forest (CF w/FTA)	FHA-FEMA 100 Year Flood	ROW	Subject Property Radius
Rural/Urban Transition Area (R/UTA)	Commercial Forest Transition Area	Cities	Vac ROW	
Short Plat Lots	CF, LF Notice (500, 300 ft)	Tribes	Vac Lot	
Short Plat Easement	Mineral Resource Overlay	PLSS Grid	Lot	
Lot Status	MRO Notice 2,000 ft.	Cadastral Parcel	Subdiv	
Lot Status Easement	Airpark Notice 2,500 ft.; Airport Influence Area	Cadastral Easement	Other Lot	
Agriculture - RCF, UCF, LCF	CAR - Lahar w/ Notice 200 ft.		Other Subdiv	
Agriculture Notice 1,300 ft.	Minimum Lot Size 10AC		Gov Lot	

Project Folder Name: Cathcart Crossing
 Project Manager: Stacey Abbott
 Cart Code: 5795
 Date: 4/26/2021



Cathcart Crossing
 PFN 21-107654



Refer to Snohomish County Code
 SCC 30.21.020 for Zoning Definitions

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 This product is not a survey, nor an instrument to make definitive Critical Area determinations. Water body features (rivers, streams, canals, etc.) have been partially revised to follow digital orthophotos and field observations by the County. All geocoded data used to create this map have special uncertainties, including the depiction of tax parcels, zoning, and/or future land use features. Persons seeking the most current tax parcel, zoning, or future land use designations should consult the official files with the Snohomish County Assessor or the Department of Planning & Development Services (PDS), respectively.
 Version: 03/21/2021 10:52:00 AM. User: PdsUser/03/21/2021 10:52:00 AM. Date Printed: 4/26/2021

Snohomish County Planning and Development Services
 Permitting Division
ZONING

LEGAL DESCRIPTION

LOT 2 (BLA-2) OF BOUNDARY LINE ADJUSTMENT NUMBER 05-118349 RECORDED UNDER RECORDING NUMBER 20051072016, AND RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 200510175206, RECORDS SNOHOMISH COUNTY, WASHINGTON.

RESTRICTIONS

TITLE RECORD COMMITMENT NO. 5002072477.

- 1. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY RECORDED UNDER RECORDING NUMBER 780726207, RECORDS SNOHOMISH COUNTY, WASHINGTON. SAID SURVEY BEING A CORRECTION OF SURVEY RECORDED UNDER RECORDING NUMBER 780440052, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTED HERE, NOTHING TO PLOT)
2. THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY RECORDED UNDER RECORDING NUMBER 780726207, RECORDS SNOHOMISH COUNTY, WASHINGTON. EASEMENT BEING A STRIP OF LAND 7 FEET WIDE, 3.5 FEET ON EITHER SIDE OF THE CENTERLINE, OF EXISTING FACILITIES. (NOTHING TO PLOT)
3. THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY RECORDED UNDER RECORDING NUMBER 790101000, RECORDS SNOHOMISH COUNTY, WASHINGTON. EASEMENT BEING A STRIP OF LAND 10 FEET WIDE, 5 FEET ON EITHER SIDE OF THE CENTERLINE, OF EXISTING FACILITIES. (NOTHING TO PLOT)
4. THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY RECORDED UNDER RECORDING NUMBER 790101000, RECORDS SNOHOMISH COUNTY, WASHINGTON. EASEMENT BEING A STRIP OF LAND 10 FEET WIDE, 5 FEET ON EITHER SIDE OF THE CENTERLINE, OF EXISTING FACILITIES. (NOTHING TO PLOT)
5. THIS SITE IS SUBJECT TO A WATER LINE EASEMENT RECORDED UNDER RECORDING NUMBER 8301101018, RECORDS SNOHOMISH COUNTY, WASHINGTON. SAID EASEMENT BEING A CORRECTION OF EASEMENT RECORDED UNDER RECORDING NUMBER 811202070, RECORDS SNOHOMISH COUNTY, WASHINGTON. (PLOTTED HEREIN)
6. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS AND OTHER MATTERS, IF ANY, AS SET FORTH ON APPROXIMATE BOUNDARY LINE ADJUSTMENT 05-118349, RECORDED UNDER RECORDING NUMBER 20051072016, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTHING TO PLOT)
7. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS AND OTHER MATTERS, IF ANY, AS SET FORTH ON BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200510175206, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTHING TO PLOT)
8. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY RECORDED UNDER RECORDING NUMBER 20080255008, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTHING TO PLOT)
9. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, EASEMENTS, EASEMENTS, BUILDING SETBACK LINES, NOTES, STATEMENTS AND OTHER MATTERS, IF ANY, AS SET FORTH ON SURVEY RECORDED UNDER RECORDING NUMBER 20080423046, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTHING TO PLOT)
10. THIS SITE IS SUBJECT TO AN AGREEMENT BETWEEN SNOHOMISH COUNTY, CITY OF EVERETT AND SILVER LAKE WATER DISTRICT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 20080423046, RECORDS SNOHOMISH COUNTY, WASHINGTON. (NOTHING TO PLOT)

CATHCART CROSSING
PCB ZONE PRELIMINARY SITE PLAN
SNOHOMISH, WA

PROPERTY INFORMATION

PARCEL NUMBER: 28026000100
SITE ADDRESS: N/A
STR. AREA: 41,350,287 SF (31.0 ACRES)

UNIT COUNT

TOWNHOMES: 286 UNITS
COMMERCIAL SPACE: 93,800 SF
MINI STORAGE: 3,000 SF
COFFEE SHOP & RESTAURANT: 3,000 SF

NOTES

- 1. THIS ZONE WAS COUNTY INITIATED AND HAS BEEN REZONED TO ZON B FROM PC AND THIS IS THE FINAL SITE PLAN.
2. PROPERTY WILL BE DIVIDED BY A BINDING SITE PLAN AND FUTURE UNIT LOT SUBDIVISION APPLICATIONS TO CREATE RESIDENTIAL AND COMMERCIAL LOTS.
3. DEVELOPMENT CONSTRUCTION IS ANTICIPATED TO BEGIN IN THE SPRING OF 2024.
4. PROJECT WILL BE PHASED FOR COMPLETION NEAR THE END OF 2024.
5. ALL LANDSCAPE AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. THE PROPOSED SITE CONTAINS ATTACHED TOWNHOME UNITS WITH TWO COMMERCIAL BUILDINGS. THE TOWNHOME BUILDINGS ARE ANTICIPATED TO INCLUDE A MIXTURE OF WOOD AND CONCRETE BOARD FINISHES. THE COMMERCIAL BUILDINGS ARE ANTICIPATED TO BE A MIXTURE OF WOOD, METAL, GLASS, CONCRETE AND OTHER FINISHES.

CESCL LEAD

CORE DESIGN, INC.
12500 NE 180TH ST, SUITE 300
BOYD, WA 98011
CONTACT: MICHAEL WOODY, P.E. (ENGINEER)
(425) 885-7977

ARCHITECT

WATENBERGER ARCHITECTS
17000 NE 33RD PL, SUITE #102
BELLEVUE, WA 98004
CONTACT: TRAVIS MCGONKLE
(425) 453-8066

ENVIRONMENTAL

SOUNDVIEW CONSULTANTS, LLC
2057 HARRISBURG DRIVE, SUITE D
DUNBAR, WA 98023
CONTACT: MATT DICKARD
PHONE: (253) 514-8932

CIVIL ENGINEER/SURVEYOR

CORE DESIGN, INC.
12500 NE 180TH ST, SUITE 300
BOYD, WA 98011
CONTACT: MATT STEFFANSON, P.E. (ENGINEER)
ROBERT D. WEST, P.L.S. (SURVEYOR)
(425) 885-7977

LANDSCAPE ARCHITECT

CORE DESIGN, INC.
12500 NE 180TH ST, SUITE 300
BOYD, WA 98011
CONTACT: LINDEY B. SOLORO, P.L.A.
(425) 885-7977

GEOTECHNICAL ENGINEER

EARTH SOLUTIONS INC, LLC
15385 NE 30TH ST, SUITE 100
REDMOND, WA 98052
CONTACT: HENRY WISNET, PE
(425) 449-4704

TRAFFIC

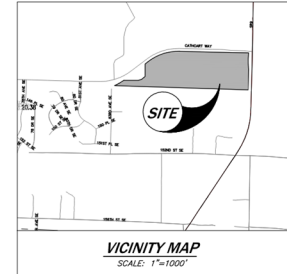
GRISON TRAFFIC CONSULTANTS, INC.
2813 ROCKEFELLER AVE. E.
EVERETT, WA 98011
CONTACT: BRAD LINCOLN, PE
(425) 339-8266

OWNER

SNOHOMISH COUNTY PROPERTY MANAGEMENT

APPLICANT

PACIFIC RIDGE - DRH, LLC
17027 BOYD AVE - EVERETT HWY, SUITE 100
BOYD, WA 98012
CONTACT: JOHN MIRAVITE
PHONE: (425) 839-1188



SCALE: 1" = 100'

VERTICAL DATUM

NAVD 88 - PER GDS OBSERVATIONS

BASIS OF BEARINGS

N49°12'17"W BETWEEN THE SW CORNER AND THE SOUTH QUARTER CORNER OF SECTION 36-28-5 PER REF. 1

BENCHMARK

TBM 'A' - SORBED 'Y' IN BACK OF SIDEWALK ON NORTH SIDE OF CATHCART WAY NEAR EAST END OF CURVE RAIL

TBM 'A' - EL=236.10

TBM 'B' - SET NAIL WITH WASHER STAMPED 'CORE CONTROL' ON EAST EDGE OF PAVEMENT OF HIGHWAY 8, 1/2" - 11" FEET SOUTH OF SOUTH QUARTER SECTION CORNER OF SEC. 1-27-5.

TBM 'B' - EL=324.43

LANDSCAPE LEGEND

- DOORWAYS PER 30.23A.05(2)
TECHNOLOGY USE
(6) LANDSCAPING THAT COVERS MORE THAN 50 PERCENT OF THE DESIGNATED PRIMARY PEDESTRIAN ENTRANCE AREA (DOORWAYS)
(7) A HEDGEROW (NOT TO EXCEED) THREE FEET IN HEIGHT, THAT PROVIDES VISUAL SEPARATION TO CREATE A SENSE OF SEPARATE COURTYARD FROM ANY ADJACENT UNDEVELOPED UNITS, COMMON OPEN SPACE, AND ROAD NETWORK ELEMENTS.
REQUIRED AND PROVIDED LANDSCAPE AREAS PER 30.25
RECREATIONAL AND OPEN SPACE AREAS

PLEASE SEE LANDSCAPE PLAN FOR INFORMATION ON PLANT HEIGHTS AT INSTALLATION. EXISTING VEGETATION TO REMAIN IN AREAS WHERE SITE IMPROVEMENTS AND LANDSCAPING ARE NOT PROPOSED.

REFERENCES

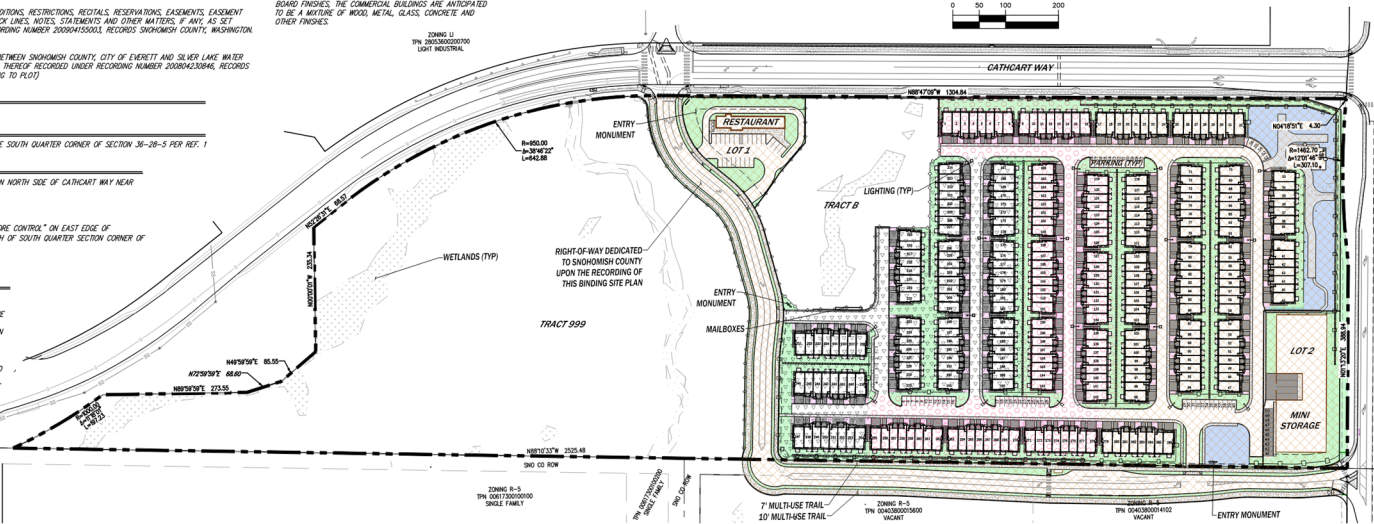
- 1. BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20051072016, RECORDS SNOHOMISH COUNTY, WASHINGTON.
2. PLAT OF LINDRA STREET FILED IN BOOK 56 OF PLATS, PAGE 164, RECORDED UNDER RECORDING NUMBER 940220001, RECORDS, SNOHOMISH COUNTY, WASHINGTON.
3. PLAT OF OUTWARTY FILED IN BOOK 39 OF PLATS, PAGE 38, RECORDED UNDER INSTRUMENT NUMBER 135898, RECORDS, SNOHOMISH COUNTY, WASHINGTON.
4. RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20080423046, RECORDS SNOHOMISH COUNTY, WASHINGTON.

PARKING CALCULATIONS

REQUIRED: 2 STALLS PER TOWNHOME UNIT
2 STALLS PER 75 MINI-STORAGE UNITS
8 STALLS PER 1,000 SQ FT OF RESTAURANT
PROVIDED: GARAGE: 286 STALLS (1 PER TOWNHOME UNIT)
DRIVEWAYS: 18 STALLS
COFFEE SHOP: 14 STALLS
MINI-STORAGE: 68 STALLS (SHARED WITH COMMERCIAL)
OFF-STREET/ALLEY: 872 (APPROX. 2.2 STALLS PER TOWNHOME UNIT)
OVERALL TOTAL: 872 (APPROX. 2.2 STALLS PER TOWNHOME UNIT)

PHASING PLAN

PHASE 1 = 110 UNITS
12 - 7 UNIT BUILDINGS
2 - COMMERCIAL PHASE
PHASE 2 = 88 UNITS
11 - 8 UNIT BUILDINGS
PHASE 3 = 87 UNITS
10 - 8 UNIT BUILDINGS
1 - 7 UNIT BUILDING



Vertical sidebar containing project information, logos for CORE DESIGN and SNOHOMISH COUNTY, and project number 20071.

Hearing Examiner
RECEIVED
6/14/22

SNOHOMISH COUNTY COUNCIL

EXHIBIT # Exhibit G.2
PFN: 21-107654
FILE _____

Cathcart Crossing

Applicant Presentation
6-14-2022

21-107654 SPA/BSP

Team of Experts

Core Design Inc.

Lindsey Solorio, PLA - Project
Manager and Landscape
Architect

Matthew Stefansson, PE - Civil
Engineer

Robert Nix - Senior Planner

Soundview Consultants

Matthew DeCaro - Wetland
Scientist

Kimley Horn

Brad Lincoln, PE - Traffic
Engineer

Wattenbarger Architects

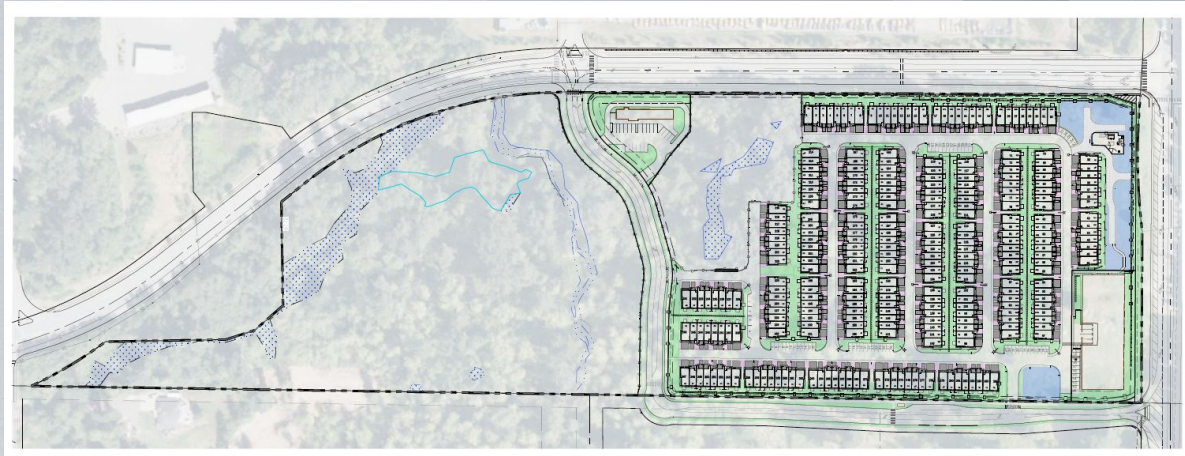
Travis McDanold - Architect

Earth Solutions NW

Henry Wright, PE -
Geotechnical Engineer

Hermansen Traffic Engineering Inc.

Robert Hermansen, PE - Traffic
Engineer



Project Overview

Vicinity



Location: At the intersection of Cathcart Way & State Route 9

Comprehensive Plan: Urban Commercial

Adjacent Land Uses:

North: Cathcart Operations Center (LI Zoning)

South: Residential (R-5 Zoning)

East: Residential (R-5 Zoning)

West: Cathcart Operations Center (LI Zoning)

----- Urban Growth Boundary

Site Information

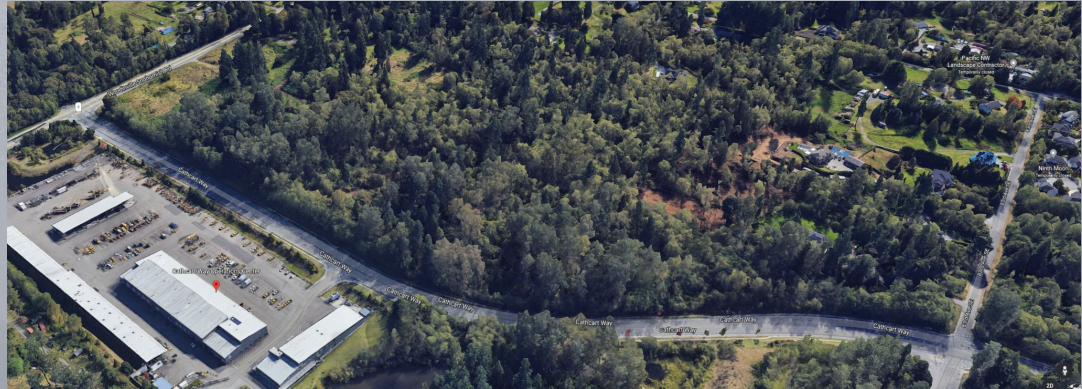
Parcel #: 280536000301100

Size: 31 Acres

Zoning: PCB

Critical Areas: 10 onsite wetlands throughout site, Garden Creek that runs north to south

Condition: Flat with gentle slopes, existing non-mature forest of native tree and shrub species



Service Information

Water: Silver Lake Water and Sewer District

Sewer: Silver Lake Water and Sewer District

Fire: Snohomish Regional Fire and Rescue

Electrical: Snohomish County Public Utility District No. 1

Schools: Snohomish School District 201

Application History



4/21/2021

Initial
Submittal and
Notice of
Application

4/15/2022

Binding Site
Plan, URDS
Site plan and
Landscape
Plan received

5/11/2022

SEPA
Determination of
Nonsignificance

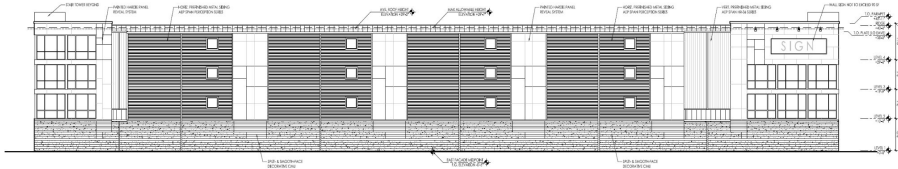
Project Details

Proposal:

- 2 commercial lots (Lots 1 and 2)
- 3 future development tracts (996, 997 & 998)
- 286 townhome units
- Sewer lift station to serve community
- Construction of new intersections to Cathcart Way and SR-9
- Wetland creation
- Mitigation for critical area impacts
- 46% tree preservation
- Over 32,000 SF of open space
- Park amenities



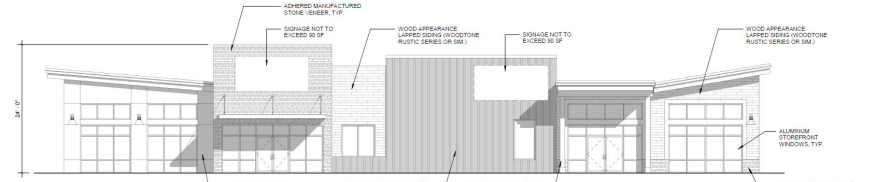
Project Details



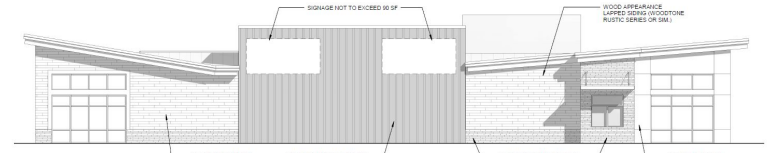
EAST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



Project Phasing

PHASING PLAN



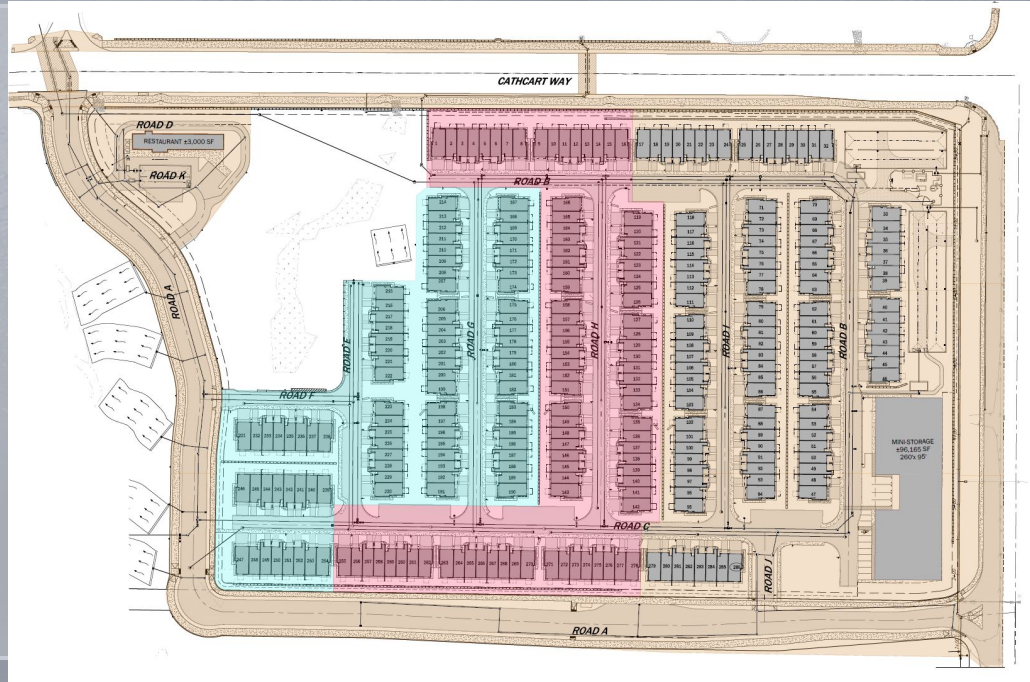
PHASE 1 - 110 UNITS
12 - 8 UNIT BUILDINGS
2 - 7 UNIT BUILDINGS
2 - COMMERCIAL PADS



PHASE 2 - 88 UNITS
11 - 8 UNIT BUILDINGS



PHASE 3 - 87 UNITS
10 - 8 UNIT BUILDINGS
1 - 7 UNIT BUILDING



Public Comments

Traffic

Increase of traffic
and road conditions
with more
development

Stormwater

General design

Zoning and Urban Growth Area

General compliance
with standards

WSDOT

Need for comprehensive
planning and
coordination in Maltby
area

Critical Areas

Impacts and
preservation



Snohomish County
Departments of Planning and Development Services and Public Works

STAFF RECOMMENDATION

SUMMARY

FILE NUMBER: 21 107654 SPA/BSP

APPLICATION VESTING DATE: April 21, 2021

PROJECT NAME: Cathcart Crossing

APPLICANT: Pacific Ridge – DRH, LLC
17921 Bothell-Everett Highway, Suite 100
Bothell, WA 98012

HEARING DATE: June 14, 2022

TYPE OF REQUEST: Planned Community Business Preliminary Site Plan and Binding Site Plan approval for 3 tracts, including 286 townhome units and 2 commercial lots. Urban Residential Development Standards Site Plan approval is requested for the proposed townhouse tract.

RECOMMENDATION: Approve with Conditions

PROPERTY INFORMATION

Tax Parcel Numbers	280536-003-011-00
Location	Approx 87XX at the SW corner of SR 9 and Cathcart Way
Section/Township/Range	36-28-5
Acreage	Approximately 31 acres
Current Zoning	PCB
Municipal Urban Growth Area	Gap area not claimed by any city
County Urban Growth Area	Southwest County UGA
County Comprehensive Plan Designation	Urban Commercial
School District	Snohomish School District 201
Fire District	Snohomish Regional Fire & Rescue
Water Service	Silver Lake Water and Sewer District
Sewer Service	Silver Lake Water and Sewer District
Electrical Service	Snohomish County Public Utility District No. 1
Park Service Area	Nakeeta Beach
Transportation Service Area	D

FINDINGS OF FACT

Background Information

Applicant's Proposal

The applicant is requesting approval of a Planned Community Business (PCB) Preliminary Plan pursuant to Snohomish County Code (SCC) 30.31A.200(3), to allow for construction of 2 commercial buildings and 286 townhome units. Additionally, the applicant requests approval of a Binding Site Plan (BSP) to create the 2 commercial lots and 3 tracts. One tract is proposed to contain the requested 276 townhome units.

An Urban Residential Design Standards (URDS) (30.23A SCC) is required pursuant to Snohomish County Code for proposed Tract 998 which will contain multi-family townhomes. An application for site plan approval was accepted by Planning and Development Services (PDS) for the 286 townhome units. The applicant has requested a consolidated review for the subject application.

In accordance with SCC 31.41D.200, a binding site plan application will be processed concurrently with any other application for development of the same site, unless the applicant requests otherwise. No such request was received by Planning and Development Services (PDS).

Project Chronology

The Preliminary Plan, URDS Site Plan, and Binding Site Plan application¹ was submitted to Snohomish County Planning and Development Services (PDS) on April 21, 2021 and was determined to be complete as of the date of submittal for regulatory purposes, but insufficient for further review. A resubmittal of the application was received on November 30, 2021, and April 15, 2021, which were determined to be sufficient for further review. The applicant has submitted a waiver² of the 120-day clock.

Environmental Review (SEPA) (Chapter 30.61 SCC)

A Determination³ of Nonsignificance was issued on May 11, 2022. No appeals of the DNS were filed.

Site Description

The subject property is a 31-acre densely forested site located at the southwest corner of State Route 9 and Cathcart Way in unincorporated Snohomish County (Snohomish County tax parcel 280536-003-011-00). The site is generally flat with gentle slopes down towards Garden Creek that runs south to north through the center of the property. Topography on the eastern portion of the property slopes down to the northeast.

Ten wetlands and one stream (Garden Creek) are located onsite. Six wetlands are located offsite to the south. Garden Creek extends offsite to the north. An unnamed, untyped stream is located offsite within 200-feet of the site to the north of Cathcart Way and west of 83rd Avenue SE. Additional offsite wetlands are located to the north of Cathcart Way and west of 83rd Avenue SE. Elevations onsite range from approximately 285-feet to 340 feet above mean sea level.

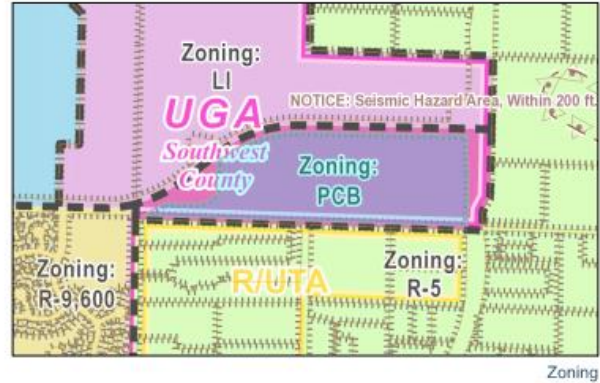
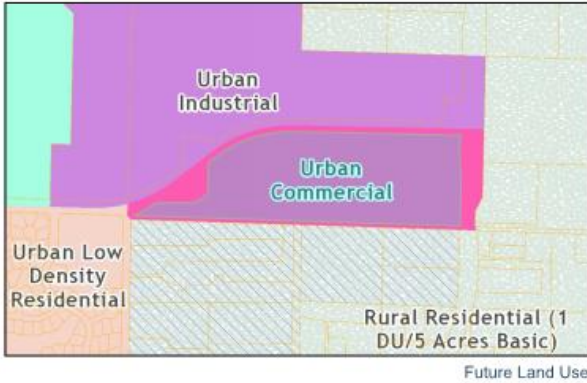
Surrounding Uses/Zoning

Location	Existing	Zoning
Subject property	Vacant	PCB
North of subject property	Governmental maintenance facility	Light Industrial (LI)
South of subject property	Residential	Rural 5-acre (R-5)
East of subject property	Residential	Rural 5-acre (R-5)
West of subject property	Governmental maintenance facility	Light Industrial (LI)

¹Exhibit A.1

² Exhibit A.3

³ Exhibit E.1



Issues of Concern

Public comments⁴ were received regarding this development. All issues raised were reviewed and considered. The applicant has submitted a written response⁵ to the concerns raised. In general, the concerns are summarized below and italicized. The notes below the items are staff response:

- *Increase of traffic and poor road conditions related to industrial traffic.*

The applicant has submitted a traffic study and analysis⁶ which demonstrates compliance with Snohomish County Code. The project has been deemed concurrent in the course of review. Refer to the section regarding Chapter 30.66C SCC below for additional findings.

- *Stormwater management and drainage control on-site.*

Compliance with Snohomish County drainage requirements are discussed in the sections Chapter 30.63A and 30.63B SCC of this report.

- *Zoning and Urban Growth Area*

The subject site is zoned Planned Community Business and is located within the Urban Growth Area. The application was reviewed for all codes relating to the zone which this site must comply with, and it was determined the proposal will meet relevant regulations. Additional information can be found in this report in General Development Standards – Bulk Regulations (Chapter 30.23 SCC) and Urban Residential Design Standards (Chapter 30.23A SCC) and Business Park (BP), Planned Community Business (PCB), Neighborhood Business (NB) and Industrial Park (IP) Zones (Chapter 30.31A SCC).

⁴ Exhibits I

⁵ Exhibits K.1 and K.2

⁶ Exhibits C.1

- *The need for comprehensive planning and coordination with WSDOT in the Maltby area.*

The comprehensive planning process exceeds the scope of this development application. WSDOT has accepted mitigation under the interlocal agreement with the County.

- *The destruction of wetlands or critical areas*

The wetlands and their associated buffers will be protected in perpetuity within a Critical Area Protection Area easement. A thorough review was made of the proposal, and it was determined the proposed development can meet relevant codes. Additional information demonstrating compliance can be found in this report under Wetlands and Fish and Wildlife Habitat Conservation Areas (Chapter 30.62A SCC).

Project Consistency with Adopted Codes and Policies

Uses Allowed (Chapter 30.22 SCC)

General Development Standards – Bulk Regulations (Chapter 30.23 SCC)

30.22: Uses allowed in zones

The uses as shown in SCC 30.22.100 of Restaurant, Mini Self-Storage, and Townhouse Dwelling are allowed uses within the PCB zone.

30.23: Bulk regulations

A minimum net density of 4 dwelling units per acre is required for new residential development within the Urban Growth Area (UGA). The gross area of the proposed tract (Tract 998), which will contain the dwelling units, is 15.9 acres, minus critical areas and their buffers, for a total of 13.6 acres. With 286 proposed units, the net density of the proposal is 21 dwelling units per net acre. The subject development complies with the requirements of this code provision.

The commercial buildings will comply with a 25-foot setback from right-of-way and 40-foot height limitation. The townhome buildings are required to comply with the bulk regulations applicable to the Multiple Residential (MR) zone. As shown, they will comply with the minimum 5-foot setback from right-of-way and 10-foot separation between buildings. the 5-foot setback from right-of-way.

The applicant's proposal demonstrates the maximum height limits with the commercial buildings complying with the 40-foot height limitation and the townhomes at the applicable 45-foot height limit.

The PCB zone's maximum lot coverage is 0%, calculated as the total area covered by the footprint of a building divided by the site area. The project complies with this requirement.

Urban Residential Design Standards (Chapter 30.23A SCC)

Compatibility Design Standards (SCC 30.23A.030)

Per SCC 30.23A.030(2), compatibility design standards are required when a proposed multi-family development is adjacent to non-urban zones.

The project narrative⁷ notes that, “The project’s intent is to meet the compatibility requirements by, (f) incorporate architectural features to break up blank walls greater than 500 square feet facing property in zones marked “yes” (R-9,600⁸) through alteration in the roof pitch and upstairs balconies, and (g) providing landscaped estate-style fencing.”

Two design standards from the standards available in this section will be incorporated into the final site and building design. The applicant has demonstrated compliance. A recommended condition is included to ensure compatibility design standards along the east and south property boundary is verified prior to issuance of the first building permit on-site.

Multifamily Design Standards (SCC 30.23A.050)

In the narrative⁹ submitted on April 15, 2022, the applicant has chosen the following design elements from SCC 30.23A.050(3):

- Changes in the roofline at intervals not greater than 40 feet in continuous length, such as variations in roof pitch, overhangs, projections, and extended eaves;
- Stepbacks on the façade of at least two feet in depth and four feet in width at intervals of not more than 30 feet
- Balconies, bays, or changes in the wall plane of the front façade of the building.

The preliminary building elevation drawings¹⁰ received by PDS on April 15, 2022, demonstrate compliance with architectural elements listed in SCC 30.23A.050(3). A condition has been added to the end of this report that the building plans submitted for the future townhouse structures comply with the architectural standards. The number of townhouse units per building does not exceed eight units. There is a minimum 10-foot separation between the buildings. The landscape plan provides additional landscaping around the townhouse units as required in SCC 30.23A.050(6). The project complies with these standards.

Building Location and Orientation (SCC 30.23A.070)

Compliance with this provision of code is demonstrated by the townhome structures located around roads and open spaces. Building orientations as proposed will comply as the primary entrances all face the drive aisle. Each townhome will include a prominent primary pedestrian entry area, a dooryard, connecting to walkways and roads.

⁷ Exhibit A.2

⁸ It is noted the surrounding zoning of R-5 is the applicable Non-Urban Zones as shown in Table 30.23A.030(2) SCC.

⁹ Exhibit A-2

¹⁰ Exhibit B.6

On-Site Recreation Space (SCC 30.23A.080)

On-site recreation space required is based on 100 square feet per dwelling unit (28,600 square feet). The proposal meets this requirement by providing 32,134 square feet of on-site recreation space. Snohomish County Code 30.32A.080(4) requires 50% (14,300 square feet) required to be in a single location and 50% to be earmarked for active recreation purposes.

The applicant has provided 32,134 total square feet of on-site recreation which far exceeds the required 28,600 square feet. Active on-site recreation space is provided at 22,166 square feet which far exceeds the required 14,300 square feet. The proposal complies with recreation provisions.

Landscaping (SCC 30.23A.090)

See the Chapter 30.25 SCC section below.

Administrative Site Plan Review (SCC 30.23A.100)

It is a recommended condition of approval that the site plan submitted on April 15, 2022, serve as the approved administrative site plan per SCC 30.23A.100. A recommended condition of approval establishes the expiration of the site plan approval if construction has not commenced within the time period specified by SCC 30.70.140.

Underground Utilities (SCC 30.23A.110)

All water, sewer, electrical, and communication distribution and service lines shall be underground except as allowed under SCC 30.23A.110(1) and 30.23A.110(2). A condition to ensure compliance with these requirements is included in this decision.

**General Development Standards – Access and Road Network
(Chapter 30.24 SCC)**

There are two entrances into the proposed development from the new public road referred to as the “spine road” (“Road A” or 87th Ave SE and 148th Street SE). Right of way has not been established for 87th Avenue SE. A portion of the right of way for 148th Street SE is established but additional right of way is required. Additional information can be found in the Traffic Section of this report. There is a recommended condition of approval that establishment, construction, and acceptance is obtained from Snohomish County at the end of this report.

Chapter 30.24 SCC does not specify the type of internal road network element required for multi-family developments, and while a BSP approval is requested, the BSP will not create individual unit lots. As a result, there is no specific requirement for access to individual dwelling units within the subject development beyond complying with SCC Table 30.24.020(1).

Pedestrian facilities provide connections to the on-site parking areas from the buildings they are associated with. The proposal complies with this provision of code.

The parking lot drive aisles within the townhomes are proposed to be 20 feet in width to comply with the fire code and SCC 30.24.100.

General Development Standards – Landscaping (Chapter 30.25 SCC)

Landscape plans¹¹ have been submitted which demonstrate compliance with the requirements for site and parking lot landscaping.

General Landscaping Requirements (SCC 30.25.015)

All residential developments located within UGAs are required to landscape a minimum of ten percent of the total gross site area. The gross site area of tract 998 is 691,947 square feet in size; therefore, a total of 69,195 square feet of the site must be landscaped. The landscape plan shows approximately 97,546 square feet of the site to be landscaped with a mixture of trees, shrubs, and lawns.

Street trees are provided along the enteral drive aisles and along Cathcart Way, Highway 9, 87th Ave SE, and 148th Street SE. A minimum 10-foot Type B landscaping buffer is provided along the perimeter of the entire site. This exceeds the minimum required.

Parking lot landscaping will be provided exceeding the minimum requirement of 10% for the commercial lots. Proposed Lot 1 is required to include 978 square feet of parking lot landscaping. The applicant proposes 2,781 square feet of parking lot landscaping. Proposed Lot 2 is required to provide 318 square feet of parking lot landscaping. The applicant proposes 361 square feet of parking lot landscaping. This landscaping exceeds the minimum required.

The landscape plan¹² submitted on April 15, 2022, has been prepared by a qualified landscape designer (SCC 30.25.015(2)). All evergreen and deciduous trees to be planted will be a minimum of six feet tall at installation; deciduous trees will have a minimum diameter of one and one-half inches caliper at installation; evergreen and deciduous shrubs shall be at least 18 inches high at the time of planting. Newly planted trees will be located more than five feet from adjoining property lines (SCC 30.25.015(5)(a-e)).

Tree Canopy Requirements (SCC 30.25.016)

The total required tree canopy coverage is 15 percent (202,543 square feet) of the gross site area (1,350,287 square feet). The landscape plan shows the development will comply the tree canopy requirements by retaining 46% of the trees located within an undisturbed wetland preservation area. The existing tree canopy is 617,382 square feet and will meet these requirements.

Landscaping Installation (SCC 30.25.043)

A qualified landscape designer shall certify to the department that the installation of landscaping complies with the code and the approved plans prior to occupancy or approval of building permits. The department may authorize up to a 180-day delay with a qualified landscape designer certifies that planning season conflicts could produce probable plant loss. If a planting delay is authorized, a performance security in accordance with SCC 30.84.105 shall be required. A condition has been included to reflect this requirement.

¹¹ Exhibit B.5

¹² Exhibit B.5

Landscape Maintenance (SCC 30.25.045)

The property owners shall maintain all approved landscaping after installation. Dead or significantly damaged plants and/or other landscaping material shall be replaced within three months of death or damage. The department may require a maintenance security device in accordance with SCC 30.84.150(2). A condition is included for compliance with this code requirement.

General Development Standards – Parking (Chapter 30.26 SCC)

Parking stalls are proposed in compliance with SCC 30.26.030. There will be two parking stalls are provided per townhome in both the garage and driveway areas, with 2 stalls per 75 mini-storage units, and 6 stalls per 1,000 GFA of the restaurant. There will be a total of 572 stalls for the townhomes, the restaurant will have 21 stalls available, the mini-storage will have 15 stalls available, and 57 off- street parking stalls will also be provided, totaling 665 stalls throughout.

Business Park (BP), Planned Community Business (PCB), Neighborhood Business (NB) and Industrial Park (IP) Zones (Chapter 30.31A SCC)

Section 30.31A.100, *General performance standards*, sets forth the standards for development and use within the Planned Community Business Park zone. The applicant has provided additional information¹³ demonstrating compliance with these standards. The project's compliance with this section is described below.

- *Processes and Equipment. Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable beyond the boundaries of the lot upon which the use is located by reason of offensive odors, dust, smoke, gas, or electronic interference;*

The existing and future use is a restaurant, mini-storage, and townhomes. All these uses would not generate more noise than what would be considered typical for the use.

- *Development Phases. Where the proposal contains more than one phase, all development shall occur in a sequence consistent with the phasing plan which shall be presented as an element of the preliminary plan unless revisions are approved by the department;*

The project is proposed in 3 phases and this element is shown on the PCB Zone Preliminary Site Plan¹⁴.

- *Building Design. Buildings shall be designed to be compatible with their surroundings, both within and adjacent to the zone;*

The proposed building will comply with SCC 30.23 and 30.32A with recommended conditions imposed.

¹³ Exhibit A.2

¹⁴ Exhibit B.1

- *Restrictive Covenants. Restrictive covenants shall be provided which shall ensure the long-term maintenance and upkeep of landscaping, storm drainage facilities, other private property improvements, and open space areas and facilities. Further, the covenants shall reference the official or binding site plan(s) and indicate their availability at the department, and shall provide that Snohomish County is an additional beneficiary with standing to enforce, and shall preclude the avoidance of performance obligations through lease agreements;*

The applicant has submitted restrictive covenants. These covenants will be further reviewed for compliance with any conditions imposed by the Snohomish County Hearing Examiner upon a decision granting approval.

Provision of the aforementioned restrictive covenants is a recommended condition of approval, to be signed and recorded prior to recording of the binding site plan.

- *Off-street Parking. Permanent off-street parking shall be in accordance with terms of chapter 30.26 SCC, except that parking shall be in accordance with SCC 30.34A.050 when the property is designated Urban Village on the future land use map;*

Parking has been provided in accordance with SCC 30.26.

- *Signing. Signs for business identification or advertising of products shall conform to the approved sign design scheme submitted with the final plan, and must comply with chapter 30.27 SCC;*

No signs are proposed at this time. Entry monuments will be applied for under separate permits. The entry monuments are shown on the landscaping plan¹⁵.

- *Noise. Noise levels generated within the development shall not exceed those established in chapter 10.01 SCC – noise control or violate other law or regulation relating to noise. Noise of machines and operations shall be muffled so as to not become objectionable due to intermittence or beat frequency, or shrillness; and*

Noise levels will be consistent with residential neighborhoods and a drive through restaurant.

- *Landscaping. General landscaping and open space requirements shall be in accordance with chapter 30.25 SCC.*

The landscaping plans¹⁶ demonstrate compliance with SCC 30.25.

As shown and along with recommended conditions, the proposal will meet the applicable performance standards.

¹⁵ Exhibit B.5

¹⁶ Exhibit B.5

Binding Site Plan (Chapter 30.41D SCC)

In order to approve a binding site plan, the department must find that the newly created lots function and operate as one site, and that the binding site plan and record of survey comply and are consistent with the following provisions as well as any other applicable regulations as determined by the department:

30.41D.100 Decision criteria.

1. The requirements of this chapter;

PDS has determined that this Binding Site Plan application complies with all applicable requirements of this chapter.

2. Requirements for noise control - see chapter 10.01 SCC;

The existing and future use is a restaurant, mini-storage, and townhomes. All these uses would not generate more noise than what would be considered typical for the use. PDS has determined that this Binding Site Plan complies with all applicable requirements of chapter 10.01 SCC.

3. Requirements for public or private roads, right-of-way establishment and permits, access, and other applicable road and traffic requirements;

Compliance with road and traffic requirements was reviewed by PDS under this application and the proposal was found the proposal would be compliance with the recommended conditions imposed.

4. Compliance with fire lane, emergency access, fire-rated construction, hydrants and fire flow, and other requirements of chapter 30.53A SCC;

Compliance with requirements of chapter 30.53A SCC was reviewed by the Fire Marshal under this application and the proposal was found to comply.

5. Compliance with applicable construction code requirements, subtitle 30.5 SCC;

Compliance with applicable construction code requirements specified in subtitle 30.5 SCC will be reviewed with all future building permit applications. A recommended condition is included to ensure compliance with this provision.

6. Compliance with applicable use and development standard requirements of Subtitle 30.2 SCC;

Compliance with applicable use and development standard requirements of Subtitle 30.2 SCC was reviewed under this application and the proposal was found to comply.

7. Compliance with applicable shoreline management code requirements of chapters 30.44 and 30.67 SCC and/or flood hazard area requirements of chapter 30.65 SCC;

This proposed development is not within shoreline management or flood hazard areas. PDS has determined that compliance with shoreline management code requirements of chapters 30.44 and 30.67 SCC and/or flood hazard area requirements of chapter 30.65 SCC is not applicable.

8. Compliance with environmental policies and procedures, critical areas regulations, and resource lands requirements of chapters 30.61, 30.62A, 30.62B, 30.62C and 30.32A - 30.32C SCC;

Critical areas exist onsite. The proposal has been found to be able to comply with these regulations with recommended conditions. See Wetlands and Critical Areas section of this report for further information.

9. Compliance with applicable drainage requirements of chapter 30.63A SCC;

Compliance with drainage requirements of chapter 30.63A SCC was reviewed by PDS under this application. The proposed BSP was found to comply.

10. Compliance with applicable impact fee requirements of chapters 30.66A - 30.66C SCC;

Road, park, and school impact fee requirements are included as a recommended condition. See the related sections in this report for further information.

11. Applicable sewerage regulations, chapter 30.29 SCC, and provisions for adequate water supply and refuse disposal; and

Utility companies provided letters¹⁷ indicating availability of sewer, water, and electricity during the review of the binding site plan.

12. Any other applicable provision of this title.

No other provisions are applicable.

30.41D.110 Decision criteria - conditions of approval.

1. The department is authorized to impose conditions and limitations on the binding site plan. By this authority, and if the department determines that any delay in satisfying requirements will not adversely impact the public health, safety, or welfare, the department may allow requirements to be satisfied prior to issuing the first building permit for the site, or prior to issuing the first building permit for any phase, or prior to issuing a specific building's certificate of occupancy, or in accordance with an approved phasing plan.

Conditions of approval which include timing are included at the end of this decision.

2. The binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved binding site plan.

A condition has been imposed to ensure compliance with this provision. All conditions of approval will be on the face of the Binding Site Plan and recorded with the Snohomish County Auditor.

¹⁷ Exhibits H.1 and H.2

3. The department may authorize sharing of open space, parking, access, and other improvements among properties subject to the binding site plan. Conditions and restrictions on development, use, maintenance, shared open space, parking, access, and other improvements shall be identified on the binding site plan and enforced by covenants, conditions, restrictions, easements, or other legal mechanisms.

Parking, access, and other improvements are required and provided for each use within the BSP. A condition has been imposed to ensure compliance with this provision and maintenance of the shared areas.

4. All provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the owner, purchaser, and any other person acquiring a possessory ownership, security, or other interest in any property subject to the binding site plan.

A condition has been imposed to ensure compliance with this provision. These covenants, conditions and restrictions will be recorded with the Snohomish County Auditor to ensure that future owners, purchasers, any other person acquiring a possessory ownership security will acknowledge and comply with these conditions.

5. After approval of a binding site plan for land zoned and used for commercial or industrial purposes, or for land zoned and used for mobile home parks, recreational vehicle parks, courts, the applicant shall record the approved binding site plan with a record of survey (except for the provision of RCW 58.09.090 (1)(d)(iv)) as one recording document complying with the requirements of this chapter 30.41D SCC labeled as "Binding Site Plan."

The Binding Site Plan and Record of Survey¹⁸ for recording has been received.

6. After approval of a binding site plan for land, all or a portion of which will be subjected to the provisions of chapter 64.32 or 64.34 RCW, the applicant shall record the approved binding site plan with a record of survey (except for the provisions of RCW 58.09.090(1)(d)(iv)) as one recording document complying with the requirements of this chapter 30.41D SCC labeled as "Binding Site Plan." Following recordation of the binding site plan with record of survey, the applicant shall independently complete improvements shown on the approved binding site plan and file a declaration of condominium, and survey map and plans as required by chapter 64.32 or 64.34 RCW.

The Binding Site Plan and Record of Survey¹⁹ for recording has been received.

7. Under subsection (5) or (6) above, when a record of survey is not required pursuant to RCW 58.09.090(1)(d)(iv), the applicable record of survey data, consistent with the submittal requirements as adopted by the department pursuant to SCC 30.70.030, shall be shown on the binding site plan to be recorded.

This criterion is not applicable.

¹⁸ Exhibit

¹⁹ Exhibit

30.41D.130 Conditions when concurrently reviewed.

When a binding site plan is being considered concurrently with another land development application, the department will incorporate all conditions and limitations imposed on the concurrent application into the binding site plan.

The Binding Site Plan has been reviewed concurrently with the Planned Community Business Preliminary Site Plan and Urban Residential Site Plan. All related conditions are recommended to be included in the Binding Site Plan.

30.41D.140 Approval expiration.

Binding site plan approval shall expire pursuant to SCC 30.70.140.

A condition has been imposed to ensure compliance with this provision.

30.41D.210 Road and right-of-way establishment and right-of-way dedication.

1. Where road and/or right-of-way establishment is required for a binding site plan application or proposed by the applicant, establishment shall be in accordance with chapter 13.90 SCC and shall occur prior to recording the binding site plan with record of survey. The establishment shall be effective upon recording of the binding site plan with record of survey.

A recommended condition is included that the road establishment be completed prior to recording of the Binding Site Plan.

2. Where dedication of new right-of-way is required for binding site plan approval, the dedication shall be made in accordance with chapter 30.66B SCC and pursuant to chapter SCC 2.01.040, prior to or at the time of recording the binding site plan with record of survey. The dedication shall be effective upon recording of the binding site plan with record of survey.

This criterion is not applicable.

3. Road and right-of-way establishment and right-of-way dedications stated as approval conditions for a previously approved site plan requiring implementation prior to issuance of any subsequent building or development permit, shall be implemented at the time of binding site plan with record of survey recording.

This criterion is not applicable.

4. Where right-of-way is established by recording a binding site plan with record of survey but not required or built upon at the time of site development, a revised binding site plan with record of survey may be prepared, approved, and recorded showing the elimination of the right-of-way.

This criterion is not applicable.

5. This section shall not apply where the establishment or dedication has already been approved or is being considered for approval with another concurrent land development application that includes a site plan approval.

This criterion is not applicable.

30.41D.220 Phased development.

1. An applicant who chooses to develop a site in phases or divisions shall submit to the department a phasing plan consisting of a written schedule and a drawing illustrating the plan for concurrent review with the application for a binding site plan.

The phasing plan has been submitted as part of the Preliminary Planned Community Business Site Plan²⁰ and is further detailed as part of the civil plan set²¹.

30.41D.300 Acceptance of site improvements.

All public and private site improvements must be completed and accepted by the county or subjected to a performance security approved by the department, pursuant to SCC 30.84.105, prior to issuing the first building permit for the site, prior to issuing the first building permit for any phase, or prior to issuing a specific building's certificate of occupancy. Alternatively, the department may condition the completion of such improvements pursuant to an approved phasing plan.

Conditions for timing of improvements, and performance security of improvements for the project have been imposed to ensure compliance with this provision.

Fire Code (Chapter 30.53A SCC)

30.53A.512 SCC Fire Apparatus Access Roads

The applicant has sufficiently demonstrated the fire apparatus access requirements of this section have been satisfied, subject to the conditions of the deviation approval²² (PFN 21-107654 WMD).

30.53A.513 SCC Address Identification

Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Street signage shall be in place prior to occupancy. Numbers shall contrast with their background, be Arabic numerals or alphabetical letters with a minimum stroke width of 0.5 inch for the dwelling units

Each townhouse building shall be identified with an alphabetical identifier a minimum of 18 inches in height and shall be plainly visible and contrast with the background it is placed upon. Therefore, each building shall be identified as building A, B, C, etc.

For townhouse dwelling units, each dwelling unit shall be identified with an alpha-numeric identifier reading left to right facing the building from the fire apparatus access road. Therefore, each dwelling units shall be identified as A1, A2, A3, etc.; B1, B2, B3, etc. and so on.

²⁰ Exhibit B.1

²¹ Exhibit C.2

²² Exhibit G.1

Review and approval of address placement will be done through the building inspection process.

30.53A.514 SCC Fire Protection Water Supply

The applicant has sufficiently demonstrated the fire protection water supply requirements of this section have been satisfied.

IFC Appendix B Fire-Flow Requirements for Buildings

The minimum required fire flow for this project shall be pursuant to Appendix B of the IFC, Table B105.1(2). The fire flow calculation area shall be the total floor area of all floor levels within the exterior walls and under the horizontal projections of the roof of a building.

The applicant has provided sufficient information that the required fire flow of 2,250 GPM for a 2-hour duration can be satisfied with the site improvements made. The tops of the hydrants shall be painted blue to indicate this level of service available.

30.53A.516 SCC Fire Hydrant Spacing

The applicant as sufficiently demonstrated the fire hydrant spacing requirements of this section have been satisfied.

30.53A.518 SCC Hydrant systems

The applicant as sufficiently demonstrated the fire hydrant systems requirements of this section have been satisfied.

903.3.1.1 IFC Sprinkler Systems

The commercial mini-storage structure on proposed lot 1 shall be equipped throughout with an automatic sprinkler system, sprinklers shall be installed throughout in accordance with NFPA 13.

903.3.1.3 IFC NFPA 13D Sprinkler Systems

All townhouse dwelling units be installed throughout in accordance with NFPA 13D.

905.3 IFC Standpipe Systems

Standpipe systems shall be installed where required by Sections 905.3.1 through 905.3.8. Standpipe systems are allowed to be combined with automatic sprinkler systems.

Exception: Standpipe systems are not required in Group R-3 occupancies.

905.3.1 Height. Class III standpipe systems shall be installed throughout buildings where any of the following conditions exist:

1. Four or more stories are above or below grade plane.
2. The floor level of the highest story is located more than 30 feet above the lowest level of the fire department vehicle access.
3. The floor level of the lowest story is located more than 30 feet below the highest level of fire department vehicle access.

907.2 IFC Fire Alarm Where Required – new buildings and structures.

An approved fire alarm system shall be installed in accordance with the provisions of the International Fire Code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5.

912 IFC Fire Department Connections

The proposed FDC location of the fire department connections (FDC) has been approved and shall be consistently shown on the submittal documents of the land disturbing activity permit and the underground water supply for the sprinkler system permit.

IFC 912.1 Installation. Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with Sections 912.2 through 912.7.

IFC 912.2 Location. With respect to hydrants driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the FDC shall be approved by the Fire Marshal.

IFC 912.2.1 Visible Location. FDCs shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or otherwise approved by the Fire Marshal.

IFC 912.4 Access. Immediate access to FDCs shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to the FDC shall be approved by the fire code official.

IFC 912.5 Signs. A metal sign with raised letters not less than 1 inch in size shall be mounted on all FDCs serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable. Where the FDC does not serve the entire building, a sign shall be provided indicating the portions of the building served.

Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the International or Uniform Plumbing Codes.

The Fire Marshal's Office has determined the proposal can meet all related code provisions with the recommended conditions imposed.

Wetlands and Fish and Wildlife Habitat Conservation Areas (Chapter 30.62A SCC)

CASPs or other CA maps or reports:

There is a previously recorded Critical Area Site Plan (CASP) AFN #200003290434 on this parcel. There are offsite CASPs recorded on neighboring parcels to the south and southwest per AFN# 201710240561, 200210221141, 200112100570, 200607130551, and 200203130197 that correspond with Cathcart Crossing wetlands A, B, C, and G. Upon recording of the Binding Site Plan with Record of Survey, the previously recorded CASP will be superseded.

Review of map data; e.g., ARC/GIS:

Snohomish County's Map Portal depicts a small remote sensing wetland modeled in the northwestern portion of the subject property and two offsite wetlands to the south of the property. One additional wetland is mapped to the north on the opposite side of Cathcart Way adjacent to Garden Creek. The map portal, Washington State Department of Natural Resources (DNR), and the U.S Fish & Wildlife Service (USFWS) National Wetland Inventory (NWI) databases document a Type N (non-fish) stream flowing through the center of the property referred to as "Garden Creek". This stream is not mapped by the Washington State and Fish & Wildlife (WDFW) Salmonscape maps as having any salmonid presence. The Snohomish County map portal documents a Type U – unknown, untyped stream located approximately 200-feet west of the property on the opposite side of 83rd Avenue SE and offsite to the north of Cathcart Way. There are no hydric soils mapped onsite; however, the Alderwood

Gravelly Sandy Loam 0 to 8 percent slopes and 8 to 15 percent slopes onsite may contain hydric inclusions of Norma, Shalcar, and McKenna soils. The WDFW Priority Habitat Species (PHS) map depicts the occurrence of little brown bat (*Myotis lucifugus*) and Yuma myotis within the township but not necessarily on the subject parcel. No other PHS are mapped onsite or within 300-feet of the site.

Site disturbance history

The site has been relatively undisturbed in the central portion of the subject property with disturbance shown in the eastern portion of the subject property and far northwestern corner of the subject property per 1998 aerial photographs. The site has been relatively undisturbed since then and remains undeveloped and forested except for the open pasture on the eastern portion of the subject property.

Site Review Findings

Site review was conducted by Snohomish County Planning and Development Services staff. The subject property is a 31-acre densely forested site located at the southwest corner of State Route 9 and Cathcart Way in unincorporated Snohomish County (Snohomish County parcel #280536-003-011-00). The subject property is generally flat with gentle slopes down towards Garden Creek that runs south to north through the center of the property. Topography on the eastern portion of the property slopes down to the northeast. Elevations onsite range from approximately 285-feet to 340 feet above mean sea level. The forest is a mixed deciduous and coniferous non-mature forested canopy dominated by an overstory of western red cedar (*Thuja plicata*), Douglas fir (*Pseudotsuga menziesii*), big leaf maple (*Acer macrophyllum*), black cottonwood (*Populus balsamifera*), and red alder (*Alnus rubra*) with an understory dominated primarily by vine maple (*Acer circinatum*), salmonberry (*Rubus spectabilis*), beaked hazelnut (*Corylus cornuta*), red elderberry (*Sambucus racemosa*), huckleberry (*Vaccinium parvifolium*), sword fern (*Polystichum munitum*), and other various species. The property is located with the Snohomish River watershed Water Resource Inventory Area (WRIA) 7.

Ten wetlands (Wetlands A-CSII, B-CSII, C-CSII, E-CSII, H-CSII, I-CSII, J-CSII, K-CSII, L-CSII, and M-CSII) and one stream (Garden Creek) are located onsite. Six wetlands are located offsite to the south (Wetlands A-C, F, J, and L). Garden Creek extends offsite to the north. An unnamed, untyped stream is located offsite within 200-feet of the site to the north of Cathcart Way and west of 83rd Avenue SE. Additional offsite wetlands are located to the north of Cathcart Way and west of 83rd Avenue SE. These offsite critical areas to the north of Cathcart Way and west of 83rd Avenue SE are separated from the project site by the existing road rights-of-way. Buffers from those offsite critical areas will not be extended across either road onto the proposed project site due to the interruption of the function of the buffer by the existing road right-of-way. Buffers will not be extended across Cathcart Way and 83rd Avenue SE and onto the proposed project parcel and will not have to be shown on associated site plans as part of the Cathcart Crossing project. The unnamed, untyped stream is more than 300-feet away from proposed development and does not have a limitation on effective impervious surfaces for the project.

Wetlands A-CSII - C-CSII, H-CS-II, and J-CS-II - M-CSII are Category III depressional wetlands. Wetlands A-CSII – C-CSII are a mosaic wetland complex per the Washington State Wetland Rating System for Western Washington (Hruby, 2014) as are rated as one wetland unit. Wetland E-CSII is a Category IV slope wetland. Wetland I-CSII is Category II riverine wetland. Stream Z (Garden Creek) is a Type F – Fish habitat stream with salmonids pursuant to SCC 30.62A.230(1) Table 1. Offsite wetlands A-C are Category III riverine and depressional wetlands. Offsite wetlands F, J, and L are Category IV depressional and slope wetlands.

An accurate assessment²³ of critical area conditions onsite and offsite with 300-feet of the site was reviewed in the *Wetland, Fish & Wildlife Habitat Assessment Cathcart South Site II* dated May 7, 2021, by Soundview Consultants, LLC.

PROJECT DESCRIPTION

The project proponent proposes the construction of a mixed-use residential and commercial development onsite consisting of townhomes, two commercial buildings (coffee shop and mini storage) and associated parking, wet and dry utilities, and stormwater infrastructure. Project is located within the Urban Growth Area (UGA) of Snohomish County.

Proposed Buffers

The wetlands were rated using the 2014 Washington State Department of Ecology (WSDOE) Wetland Rating System consistent with SCC 30.62A.140(2) following a delineation per SCC 30.62A.140(1). Onsite wetlands A-CSII – C-CSII, H-CSII, and J-CSII – M-CSII and offsite wetlands A-C are Category III wetlands with moderate habitat scores, which require a high intensity land use buffer width of 150-feet per SCC 30.62A.320(1)(a) Table 2b. Onsite wetland E-CSII and offsite wetlands F, J, and L are Category IV wetlands which require high intensity land use buffer widths of 50-feet per SCC 30.62A.320(1)(a) Table 2b. Wetland I-CSII is a Category II wetland with a moderate habitat score requiring a high intensity land use buffer width of 150-feet per SCC 30.62A.320(1)(a) Table 2b. Stream Z (Garden Creek) is a Type F stream with presumed salmonids which requires a buffer width of 150-feet pursuant to SCC 30.62A.320(1)(a) Table 2a.

Proposed buffer alterations:

Buffer Impacts

The standard buffer widths for high intensity land use projects may be reduced through the implementation of mitigation measures outlined in SCC 30.62A.340(4)(c) Table 1. The applicant proposes to implement Mitigation Measure 1 to reduce the wetland buffers throughout the property for the identified onsite and offsite wetlands. The applicant proposes to reduce the standard 150-foot buffer of Garden Creek onsite per SCC 30.62A.320(1)(f) through a combination of permanent fencing and separate tracts (Tract 999). The east side of the stream will be reduced by 25 percent to 112.5-feet and by 15 percent to 127.5-feet on the west side of the stream. Garden Creek and its buffer will be placed within a separate critical areas Tract 999. Fencing will be installed on the east side of the stream between the critical area and the development onsite per SCC 30.62A.320(1)(f)(ii).

Safe public access is required into the project site through 148th Street to provide connections to Cathcart Way and State Route 9. Unavoidable impacts are required to the buffers of Garden Creek and select wetland buffers areas for Wetland I-CSII and Offsite Wetland A (19,241 sf of buffer impacts). The buffer of Garden Creek will be reduced from 112.5-feet on the eastern side of the stream to 48-feet at its closest area for the roadway installation. Wetland I-CSII's buffer will be reduced on the eastern side of the wetland from 110-feet to 45-feet in its closest portion to the roadway installation. Additionally, the internal access road south of Wetland C-CSII is required for public safety and emergency vehicle access (9,935 sf indirect wetland and wetland buffer impacts). The Snohomish County Fire Marshal has recommended that the access road the residential development be located as far north as possible. No other feasible alternative exists onsite for the road alignments. Frontage improvements are also required along a portion of Cathcart Way, which also result in buffer impacts.

²³ Exhibit C.5

Pursuant to SCC 30.62A.320(2)(c), access through buffers is allowed provided it is designed and constructed to be the minimum necessary to accommodate the use or activity. The proposed road and frontage improvements are the minimum necessary to achieve project goals and meet the requirements of SCC 30.62A.310. These roadways and access roads cannot be relocated due to safe accessibility concerns and all roadways have been minimized to the maximum extent feasible.

The project requires the installation of underground water and sanitary sewer lines through stream and wetland buffers (12,375 sf). Dispersion trenches are required onsite within the buffers of Garden Creek and wetlands C-CSII and I-CSII (1,934 sf of buffer impacts). Grading is also proposed within critical area buffers of 6,270 sf. Pursuant to SCC 30.62A.320(2)(a) new utilities and transportation structures are allowed within buffers when no other feasible alternative exists or the alternative would result in unreasonable or disproportionate costs; the location, design, and construction minimizes impacts to buffers pursuant to SCC 30.62A.310. The proposed utility impacts are the minimum necessary to achieve project goals and meets the requirements of SCC 30.62A.310. The proposed water line is required to connect to existing water line infrastructure along Cathcart Way on the western portion of the property for required fire flows to development.

Wetland Impacts

Wetlands A-CSII, B-CSII, E-CSII, and H-CSII are best management practice wetlands pursuant to SCC 30.62A.510(3)(g). The project proposes to fill Wetland E-CSII (2,084 square feet of a Category IV non-riparian wetland).

The project requires the installation of underground water and sanitary sewer lines through 33 linear feet of a narrow wetland area of Wetland M-CSII (330 square feet). Pursuant to SCC 30.62A.340(3)(a), new utilities are allowed within wetlands when no feasible alternative exists, and mitigation is provided. The proposed water line is required to connect to existing water line infrastructure along Cathcart Way on the western portion of the property for required fire flows to development

9,935 sf of indirect wetland impacts are proposed to Wetland C-CSII required for the internal access road south of Wetland C-CSII for required for public safety and emergency vehicle access.

Stream Impacts

The proposed water line will propose utility crossing of the Type F Garden Creek stream onsite. Pursuant to SCC 30.62A.330(2)(c), new utility crossings shall be bored beneath types S and F streams, and channel migration zones where feasible; underground utilities shall avoid interrupting hyporheic zone continuity; utilities shall be contained within the developed footprint of existing roads or utility crossings, where feasible; utilities placement shall not increase or decrease the natural rate of shore migration, channel migration or longshore sediment transport within a drift cell; and utilities placement shall avoid interrupting downstream movement of wood and sediment. The proposed water line will be bored beneath Garden Creek 3-feet below the streambed to avoid interference with natural channel processes including the downstream movement of wood and sediment.

Proposed mitigation:

Pursuant to SCC 30.62A.310(a), avoidance and minimization techniques were applied to this project through a redesign. The applicant has significantly revised the initial layout of the project to remove four commercial buildings onsite that would have required an additional 11,418 sf of

direct wetland impacts to wetlands A-CSII – C-CSII and H-CSII. The current now entirely avoids these direct impacts as well as direct impacts to Garden Creek including boring the water line beneath the stream to avoid any in-water work. The site plan has been revised to provide in-kind and onsite mitigation through wetland creation, buffer creation, buffer enhancement in suitable locations for a lift in ecological diversity, and restoration of buffer areas impacts by utility lines, stormwater dispersion trenches, and grading.

21,215 square feet of wetland creation is proposed, 76,004 square feet of buffer creation is proposed, 51,912 square feet of buffer enhancement is proposed, and 20,717 sf of buffer restoration is proposed onsite. Of the 76,004 sf of buffer creation proposed onsite, 2,892 sf of buffer impacts are proposed by grading activities and will be subsequently replanted and restored.

The 21,215 sf of wetland creation is proposed to mitigate for the wetland fill of Wetland E-CSII and the 330 square feet of underground water line utility impacts to Wetland M-CSII and indirect wetland impacts to Wetland C-CSII per the ratios outlined in SCC 30.62A.340(4)(a). 2,084 sf of permanent wetland fill of Wetland E-CSII requires a ratio of 1.5:1 for 3,126 square feet of wetland creation for impacts to Category IV wetlands per SCC 30.62A.340(4)(a). Wetland creation of 660 square is required for the 330 sf of permanent impacts to Wetland M-CSII at a 2:1 ratio for impacts to Category III wetlands per SCC 30.62A.340(4)(a). 9,935 sf of Indirect impacts to Wetland C-CSII are mitigated by providing 9,935 sf of wetland creation onsite for indirect wetland impacts to Category III wetlands at a 1:1 ratio per SCC 30.62A.340(4)(a) and halved per joint agency guidance (Washington State Department of Ecology, U.S Army Corps of Engineers, and U.S Environmental Protection Agency 2021).

To offset the 13,914 sf of minor development activity impacts to non-riparian Category III wetlands under 5,000 sf and their associated buffers, best management practices are applied by providing a minimum 29-foot buffer for Wetlands A-CSII, B-CSII, and H-CSII.

19,241 sf of non-mature forested buffer impacts are proposed for frontage improvements and road impacts within wetland buffers and 57,723 sf of buffer creation is proposed at a 3:1 ratio per SCC 30.62A.320(3) Table 3.

1,934 sf of dispersion trench stormwater impacts are proposed to non-mature forested buffers onsite. The applicant is proposed 11,604 sf of buffer enhancement onsite at a 6:1 ratio per SCC 30.62A.320(3)(d).

Utilizing Innovative Development Design

The project proposes Innovative Development Design pursuant to SCC 30.62A.350 as modification of the standard critical area buffer width for Wetland C-CSII is required for the associated drive aisle and sidewalk. IDD is also required for innovative combination strategies of mitigation proposed for various buffer impacts listed below. Finally, IDD is required for its approach to compliance with SCC 30.62A.320(1)(c)(ii).

Wetland C-CSII is a Category III wetland part of a mosaic wetland complex that has a required high intensity land use buffer of 150-feet pursuant to SCC 30.62A.320(1)(a) Table 2b. The applicant is proposing to reduce this buffer down to 110-feet through mitigation measure 1 per SCC 30.62A.340(4)(c). The buffer of Wetland C-CSII will be reduced from 110-feet (150-foot-high intensity land use buffer with mitigation measures 1 and 2) to 26-feet in its closest portion to development. The buffer will be increased in areas outside of the development to 184-feet. Habitat functions lost by reducing the southern and eastern buffer of Wetland C-CSII will be replaced by expanding the wetland buffer on the west side of Wetland C-CSII.

In accordance with SCC 30.62.320(1)(c)(ii), total new effective impervious surfaces shall be limited to 10 percent within 300-feet of any streams, lakes, or wetlands containing salmonids. The drainage analysis conducted by the applicant's project engineer determined that a portion of the area within 300-feet of Garden Creek (Type F stream with salmonids) does not drain towards the stream. All runoff from impervious surfaces within this existing drainage area will be collected and dispersed into buffers, resulting in zero effective impervious surfaces within the smaller stream basin. In addition, low impact development design techniques are used to treat stormwater runoff onsite within the development areas draining towards Garden Creek consistent with the intent of SCC 30.62A.320(1)(c)(ii). The innovative development design per SCC 30.62A.350(1)(a) will achieve protection equivalent to the treatment of the functions and values of the critical areas which would be obtained by applying the standard prescriptive measures contained in SCC 30.62A.300. Applicants for innovative designs are encouraged to consider measures prescribed in guidance documents, such as watershed conservation plans or other similar conservation plans, and low impact stormwater management strategies that address wetlands, fish and wildlife habitat conservation area or buffer protection consistent with this SCC 30.62A.350. The innovative design will not be materially detrimental to the public health, safety or welfare or injurious to other properties or improvements located outside of the subject property. Additional information can be found addressing IDD in Appendix F – Innovative Design and No Net Loss Analysis of the approved *Revised Conceptual Mitigation Plan – Cathcart Crossing*²⁴ dated January 7, 2022, by Soundview Consultants, LLC.

6,270 sf of grading impacts are proposed to non-mature forested buffers onsite. To mitigate for these impacts, the applicant has decided to propose IDD by using both buffer creation and wetland creation methods onsite. Of the 6,270 sf of total grading impacts to non-mature forested buffers onsite, 4,783 sf of impacted buffer will be mitigated by creating 14,349 sf of buffer onsite at a 3:1 mitigation ratio per SCC 30.62A.320(3) Table 3. The remaining 1,487 sf of grading buffer impacts onsite will be mitigated through the creation of 1,487 sf of wetland creation onsite at a 1:1 ratio deviating from the standards in SCC 30.62A.300.

12,375 total water line installation impacts are proposed onsite to non-mature forested buffers onsite. To mitigate for these impacts, the applicant has decided to propose IDD by using both buffer creation, buffer enhancement, and wetland creation methods onsite. Of the 12,375 sf of water line buffer impacts, 4,347 sf of impacts will be mitigated through 4,347 sf of wetland creation onsite at a 1:1 mitigation ratio. 1,310 sf of buffer impacts will be mitigated through 3,932 sf of buffer creation onsite at a 3:1 mitigation ratio per SCC 30.62A.320(3) Table 3. 6,718 sf of water line buffer impacts will be mitigated through 40,308 sf of buffer enhancement onsite at a 6:1 mitigation ratio per SCC 30.62A.320(3) Table 3.

A permanent habitat corridor connection is also proposed onsite through this innovative development design through the 21,215 sf of wetland creation onsite adjacent to Wetlands M-CSII and J-CSII. This wetland creation is proposed as a mitigation corridor and open space within Tract 999. The combined mitigation strategy of buffer creation, wetland creation, buffer enhancement, and wetland and buffer restoration onsite will ensure no net loss of ecological functions and values due to the proposed project.

The proposal will provide a net increase in ecological functions over existing baseline conditions in the watershed. In addition to the mitigation actions, implementation of all appropriate best

²⁴ Exhibit C.4

management practices (BMPs), Temporary Erosion and Sediment Control Measures (TESC) and minimization measures will result in no net loss in ecological functions from the proposed project actions.

The project is proposed under the Innovative Development Design section of current Critical Area Regulations. PDS staff recommends approval of the conceptual mitigation plan and IDD proposal because the applicant has met the requirements under SCC 30.62A.350(1) in the provided *Revised Conceptual Mitigation Plan – Cathcart Crossing* dated January 7, 2022, by Soundview Consultants, LLC.

An evaluation of the information submitted in the application has resulted in a determination that the **application will comply with Chapter 30.62A SCC (Critical Areas Regulation/Wetlands and Fish & Wildlife Habitat Conservation Areas)** with recommended conditions and is consistent with the purpose and objectives of the Chapter in regulation of development activities in Critical Areas to safeguard the public health, safety, and welfare.

Geologically Hazardous Areas (Chapter 30.62B SCC)
Critical Aquifer Recharge Areas (Chapter 30.62C SCC)
Drainage (Chapter 30.63A SCC)
Land Disturbing Activities (Chapter 30.63B SCC)

The thirty-acre site is currently vacant (no dwelling units) and no significant development is present. The site has tree cover (based on the aerial photography). There is a fish bearing stream that flows south to north in the western portion of the site (Garden Creek). Stormwater runoff from the site flows, eventually to the Snohomish River. The western portion via Garden Creek and the eastern portion via an unnamed creek and ditch system to the east of the site. These two basins and flow paths constitute two threshold discharge areas. The existing vegetation on site is 'forested' in the west and cleared in the easterly most portion. The soils on site are mapped as Alderwood Gravely Sandy Loam and the site-specific soils investigation by the Geotechnical Engineer is consistent with this classification.

The proposed development hard surfaces for this project require that the documents address Drainage Minimum Requirement (MR) #1 through #9. The proposed drainage design includes Full Dispersion (BMP T5.30) of the runoff from the north-south leg of the new public roadway. For the remainder of the development detention and water quality facilities are provided on site. There are multiple detention vaults and proprietary water quality treatment units proposed. Discharge from the vaults flows toward the east.

DISCUSSION GEOLOGICALLY HAZARDOUS AREAS, SCC 30.62B

The application materials included a geotechnical evaluation²⁵ of the site that concluded that there were no areas on site that are considered Geologically Hazardous Areas.

²⁵ Exhibit C..

DISCUSSION OF DRAINAGE MINIMUM REQUIREMENTS (MRs)

MR #1: Preparation of Stormwater Site Plans (SCC 30.63A.400)

The stormwater site plan prepared for this project adequately address on-site stormwater proposal and fulfill this requirement.

MR #2: Stormwater Pollution Prevention Plans (SWPPPs) (SCC 30.63A.445 to 30.63A.450)

The applicant has provided SWPPP information in the SWPPP report²⁶ and on the Engineered Construction Plans²⁷.

MR #3: Source Control of Pollution (SCC 30.63A.515)

Permanent source control BMPs are not required for the residential portion of the site.

Temporary Source Control BMPs associated with construction (grading etc.) are addressed in the SWPPP.

The future development on Lots 1 and 2 are separated from the residential portion of the development and these facilities will require formal documentation of the methods proposed for Source Control of Pollution as described in SCDM Volume IV (refer to Table 4.1 for preliminary guidance).

MR #4: Preservation of Natural Drainage Systems and Outfalls (SCC 30.63A.520)

Natural drainage patterns, i.e. contributing areas and discharge locations, will be preserved with the proposal provided to the maximum extent feasible. No adverse impacts to the downstream drainage system have been identified by the engineer.

MR #5: On-Site Stormwater Management (SCC 30.63A.525)

Proposal for fulfilling MR #5 include a variety of recognized BMPs.

Post construction soil quality and depth BMP T5.13 for lawn and landscaped areas.

Full Dispersion of runoff from the north/south section of new public roadway BMP T5.30.

Roof Drain Dispersion from a portion of the roof from Units 207 through 222 (northwest corner of residential development) BMP T5.10B.

Perforated Stub-out Connections BMP T5.10C.

Other BMPs associated with MR #5 were evaluated and found to be infeasible based on location/space limitations and restrictive soil conditions. A summary of this evaluation is found in the Geotechnical Report on pages 14 and 15. Implementation of these BMPs, as proposed adequately address this MR.

MR #6: Runoff Treatment (SCC 30.63A.530 to 30.63A.545)

The threshold requiring runoff treatment has been exceeded given the proposed amount of pollution generating hard surfaces (PGHS). The treatment requirements for the development differ based on the type of development and intensity of traffic (Average Daily Trips).

²⁶ Exhibit C.2

²⁷ Exhibit B.3

Development type	Required Treatment Level	Proposal
Residential	Basic Water Quality Treatment	Enhanced Treatment Units
Mini Storage/Commercial	Enhanced Treatment	Enhanced Treatment Units
Fast Food Restaurant/High use	Oil Control/Enhanced Treatment	Oil Control Facilities are to be located up stream of Flow Control and Enhanced Treatment Facility

MR #7: Flow Control (SCC 30.63A.550)

The threshold requiring flow control has been exceeded given the proposed impervious surfaces.

SCDM identifies Infiltration as the preferred method of providing flow control for stormwater runoff. The evaluation criteria for infiltration are described in SCDM Volume III section 3.3. The site-specific soils information for this project is provided in the Geotechnical Report. Many of the exploration pits found perched ground water and shallow depths below existing grade to ‘...bedrock and/or hardpan...’ Per the Geotech²⁸ these conditions render full infiltration infeasible.

The proposed methods of addressing MR #7 for this project include Full Dispersion (BMP T5.30) for the new north south roadway extension and Detention for the rest of the development.

MR #8: Wetlands Protection (SCC 30.63A.570)

The proposal does not include utilizing wetlands for either flow control or stormwater treatment. This MR is specific to utilizing wetlands and the associated buffers for flow control and or treatment. Since the proposal does not include this in the design no additional information or analysis of this MR is required.

MR #9: Inspection, Operation Maintenance etc. (SCC 30.63A.575 to 30.63A.605)

Operation and maintenance information about the anticipated BMPs is provided in the Drainage Report²⁹. Other items related to this MR will be addressed in the construction review, permit issuance and final plat stages of the project. No additional information related to this MR is required for preliminary approval.

CONCLUSION:

Based on the review of the preliminary application relating to drainage and grading, this project can fulfill the requirements of Snohomish County codes and policies, including the Snohomish County Drainage Manual and Engineering Design and Development Standards.

²⁸ Ex – Geotechnical report, page 13

²⁹ Exhibit C.3

Park and Recreation Facility Impact Mitigation (Chapter 30.66A SCC)

The townhome proposal located on Tract 998 is in the Nakeeta Beach Park Service Area and is subject to Chapter 30.66A SCC. This requires payment of impact fees at the rate in effect at the time of filing a complete application for the development; however, if the building permit is not issued within five years after the application is deemed complete, the fee will be based upon the rate in effect at the time of the building permit application. Payment is required prior to building permit issuance unless deferral of a fee payment is requested by the applicant and approved by PDS pursuant to SCC 30.66A.020(4). Based on the fee schedule in effect on April 21, 2021, the impact fee for townhouse units in the Nakeeta Beach Park service area is \$1,071.45 per dwelling unit. Such payment is acceptable mitigation for parks and recreation impacts in accordance with county policies and is included as a recommended condition.

Traffic Mitigation (Chapter 30.66B SCC)

The Transportation Engineering Section of PDS has reviewed the proposal for compliance with Chapter 30.66B SCC, Snohomish County Engineering Design and Development Standards (EDDS), and the appropriate policies and procedures. The subject property is located within Transportation Service Area (TSA) D.

General Information

The applicant is proposing a multi-use development to consist of 286 multi-family residential townhomes units, 93,800³⁰ square feet (SF) of self-storage, and 3,000³¹ square feet of restaurant space (to consists of fast-food restaurant with a drive-through window) on a vacant site. The development is proposed to be constructed in three phases.

The subject property is located at the southwest corner of the intersection of SR 9 and Cathcart Way in Transportation Service Area (TSA) "D", inside the urban growth area (UGA).

On site access will be provided by a new public road, referred to as the "spine road" and labeled as "87th Ave SE" (Road A) from Cathcart Way to the 90-degree elbow and becomes 148th Street SE (Road A) from the 90-degree elbow to SR 9. The new Cathcart Way (signalized) intersection will align with the existing access point for the Cathcart Way Operations Center on the north side of Cathcart Way. Extending off the new public road will be drive aisles serving the restaurant, residential units, as well as commercial fire lanes for the commercial space.

The plan used for this review was received by (PDS) on April 18, 2022. The subject development is vested to the January 8, 2021, version of the EDDS. The site is currently vacant.

Concurrency [SCC 30.66B.120]

The County makes a concurrency determination for each development application to ensure the development will not impact a county arterial unit in arrears or cause a county arterial to go in arrears.

The subject development has been evaluated for concurrency under the provisions of SCC 30.66B.120 and has been determined concurrent as of March 2, 2022. The concurrency

³⁰ If the square footage of the proposal at time of application of the commercial building permit is larger than what is indicated, there is the potential that an additional public hearing will be required.

³¹ If the square footage of the proposal at time of application of the commercial building permit is larger than what is indicated, there is the potential that an additional public hearing will be required.

determination approval will last for the duration of the project. Consistent with DPW rule 4225.070, November 30, 2021, is the point in time for which the concurrency analysis is based (i.e. the concurrency vesting date).

The development has been deemed concurrent on the following basis:

~~Development generating more than 50 peak-hour trips in TSA with no arterial units in arrears and one or more arterial units at ultimate capacity, SCC 30.66B.160(2)(a). The subject development is located in TSA D, which, as of the date of submittal did not have any arterial units in arrears but did have one arterial unit designated as ultimate capacity. See the concurrency memo from the County's Department of Public Works dated December 20, 2021. The development generates 131.56 new A.M. peak-hour trips and 160.16 new P.M. peak-hour trips which is MORE than the threshold of 50 peak-hour trips, and thus, the development has also been evaluated under SCC 30.66B.035. Pursuant to SCC 30.66B.035(1), the applicant has evaluated the future level-of-service on the road system consistent with the specific traffic study requirements imposed by the County and has found that there ARE one or more arterial units at ultimate capacity (AU 218/219 – 164th Street SE/SW) in TSA D. Based on forecast level-of-service conditions the development will NOT add three (3) or more directional peak-hour trips to any arterial unit at ultimate capacity or cause any arterial unit to be in arrears with three or more peak-hour trips, therefore the development is deemed concurrent under SCC30.66B.160(2)(a).~~

Development generating more than 50 peak-hour trips in TSA with no arterial units in arrears and one or more arterial units at ultimate capacity, SCC 30.66B.160(2)(a). The subject development is located in TSA D, which, as of the date of submittal did not have any arterial units in arrears but did have one arterial unit designated as ultimate capacity. See the concurrency memo from the County's Department of Public Works dated December 20, 2021. The development generates 202.43 new A.M. peak-hour trips and 225.11 new P.M. peak-hour trips which is MORE than the threshold of 50 peak-hour trips, and thus, the development has also been evaluated under SCC 30.66B.035. Pursuant to SCC 30.66B.035(1), the applicant has evaluated the future level-of-service on the road system consistent with the specific traffic study requirements imposed by the County and has found that there ARE one or more arterial units at ultimate capacity (AU 218/219 – 164th Street SE/SW) in TSA D. Based on forecast level-of-service conditions the development will NOT add three (3) or more directional peak-hour trips to any arterial unit at ultimate capacity or cause any arterial unit to be in arrears with three or more peak-hour trips, therefore the development is deemed concurrent under SCC30.66B.160(2)(a).

The important dates related to the evaluation of this development are as follows:

Date of Traffic Study: **November 8, 2021**

Date of initial submittal by applicant: **April 19, 2021**

Date of Signatures on Traffic Study Scoping Sheets: **March 23, 2021**

Date of Pipeline Reports if Applicable: **March 10, 2021**

The traffic analysis by traffic engineering firm identifies a reasonable trip generation, distribution, and assignment.

Inadequate Road Condition (IRC) [SCC 30.66B.210]

Regardless of the existing level of service, any development which adds three or more P.M. peak-hour trips to a location in the road system determined to have an existing IRC at the time of imposition of mitigation requirements, or development whose traffic will cause an IRC at the time of full occupancy of the development, must eliminate the IRC.

The subject development proposal will not impact any IRC locations identified within TSA D with three or more of its peak hour trips, nor will it create any. Therefore, it is anticipated that mitigation will not be required with respect to inadequate road conditions and no restrictions to building permit issuance or certificate of occupancy/final inspection will be imposed under this section of Chapter 30.66B SCC.

Road System Impact Fee [SCC 30.66B.310]

A development shall mitigate its impact upon the future capacity of the Snohomish County Road system by paying a road system impact fee reasonably related to the impacts of the development on arterial roads located in the same transportation service area as the development, at the rate identified in SCC 30.66B.330 for the type and location of the proposed development. A development's road system impact fee will be equal to the development's new average daily traffic (ADT), based on the latest edition of the ITE Trip Generation report published by the Institute of Transportation Engineers, times the per trip amount for the specific transportation service area identified in SCC 30.66B.330 or acceptable specific trip generation information provided by the applicant or their Traffic Engineer.

The estimates of trip generation for the development are based on the 10th edition of the ITE Trip Generation Manual as follows:

ITE Land Use Category: Multifamily Housing (Low-Rise) / Self-Storage / Fast-Food Restaurant
 ITE Land Use Code: 220 / 151 / 934
 Applicable Measurement Unit (ITE Independent Variable): Dwelling Units /Gross Floor Area
 Number of applicable measurement units for this dev.: 286 DU / 93,800 SF / 3,000 SF

AM & PM Peak Hour Trip Calculations:
 Trip Generation Based on Average Rates

Type of Trip	Calculations (Trips for new Townhomes)							
Average Daily Trips (ADT)	Total DU*		ADT per DU*		5% TDM Credit**		Net New AM PHT	
	286		7.32	-	0	=	2,093.52	
Net New AM Peak-Hour Trips (AM PHT)	Total DU*		AM PHT per DU*		5% TDM Credit**		Net New AM PHT	
	286	X	0.46	-	0	=	131.56	
Net new PM Peak-Hour Trips (PM PHT)	Total DU*		PM PHT per DU*		5% TDM Credit**		Net New PM PHT	
	286	X	0.56	-	0	=	160.16	

* Dwelling Units (DU)

** See Transportation Demand Management section below for TDM percentage determination.

Type of Trip	Calculations (Trips for new Self Storage)						
Average Daily Trips (ADT)	Total Sq. Ft.*	ADT per 1,000 Sq. Ft.*			5% TDM Credit**		New ADT
	93,800	X	1.51	-	0	=	141.64
Net New AM Peak-Hour Trips (AM PHT)	Total Sq. Ft.*	AM PHT per 1,000 Sq. Ft.*			5% TDM Credit**		New AM PHT
	93,800	X	0.10	-	0	=	9.38
Net new PM Peak-Hour Trips (PM PHT)	Total Sq. Ft.*	PM PHT per 1,000 Sq. Ft.*			5% TDM Credit**		New PM PHT
	93,800	X	0.17	-	0	=	15.95

* Square Feet (Sq. Ft.)

** See Transportation Demand Management section below for TDM percentage determination.

Type of Trip	Calculations (Trips for new Fast-Food Restaurant w/ drive-through window)											
Average Daily Trips (ADT)	Total Sq. Ft.*	ADT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New ADT	
	3,000	X	470.95	=	1,412.85	-	0	=	1,412.85	-	692.30	=
Net New AM PHT	Total Sq. Ft.*	AM PHT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New AM PHT	
	3,000	X	40.19	=	120.57	-	0	=	120.57	-	59.08	=
Net new PM PHT	Total Sq. Ft.*	PM PHT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New PM PHT	
	3,000	X	32.67	=	98.01	-	0	=	98.01	-	48.02	=

* Square Feet (Sq. Ft.)

** See Transportation Demand Management section below for TDM percentage determination.

*** Previously accepted Snohomish County pass-by rate

Type of Trip	Calculation of Total trips from tables above		
Average Daily Trips (ADT)	2,093.52+ 141.64+720.55		= 2,955.71
Net New PM Peak Hour Trips (AM PHT)	131.56+9.38+61.49		= 202.43
Net new PM Peak Hour Trips (PM PHT)	160.16+15.95+49.99		= 226.10

Type of Trip	Calculations (Trips for new Fast-Food Restaurant w/ drive-through window)											
Average Daily Trips (ADT)	Total Sq. Ft.*	ADT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New ADT	
	3,000	X	470.95	=	1,412.85	-	0	=	1,412.85	-	692.30	=
Net New AM PHT	Total Sq. Ft.*	AM PHT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New AM PHT	
	3,000	X	40.19	=	120.57	-	0	=	120.57	-	59.08	=
Net new PM PHT	Total Sq. Ft.*	PM PHT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**		Net ADT	Pass-by (49%)***		New PM PHT	
	3,000	X	32.67	=	98.01	-	0	=	98.01	-	49.01	=

* Square Feet (Sq. Ft.)

** See Transportation Demand Management section below for TDM percentage determination.

*** Previously accepted Snohomish County pass-by rate

<u>Type of Trip</u>	<u>Calculation of Total trips from tables above</u>		
<u>Average Daily Trips (ADT)</u>	<u>2,093.52+ 141.64+720.55</u>	=	<u>2,955.71</u>
<u>Net New PM Peak Hour Trips (AM PHT)</u>	<u>131.56+9.38+61.49</u>	=	<u>202.43</u>
<u>Net new PM Peak-Hour Trips (PM PHT)</u>	<u>160.16+15.95+49.00</u>	=	<u>225.11</u>

Road System Impact Fee Calculation (Residential + Commercial)

3	New Residential ADT (From tables above):	2,093.52
	New Commercial ADT (From tables above):	862.19
4	TDM Credit*:	0
6	ADT Credit for Existing Trips:	0
8	TSA D residential mitigation rate per ADT:	\$502.00
	Total Residential Road System Impact Fee (Line 7 x Line 8):	1,050,947.04
	TSA D commercial mitigation rate per ADT:	\$426.00
9	Total Commercial Road System Impact Fee (Line 7 x Line 8):	\$367,292.94
10	Number of New Dwelling Units to be Constructed:	286
11	Amount to be paid per New Dwelling Unit: (Line 9 ÷ Line 10)	\$3,674.64

* See Transportation Demand Management section below for TDM percentage determination. Payment of this road system impact fee shall be made consistent with SCC 30.66B.340.

Road System Impact Fee Calculation (Mini-Warehouse)

1	Number of Square Feet (Sq. Ft.)	93,800
2	New Commercial ADT (From tables above):	141.64
3	TDM Credit*:	0
4	Gross New ADT (Line 2 – Line 3):	141.64
5	ADT Credit for Existing Trips:	0
6	Net New ADT (Line 4 – Line 5):	141.64
7	TSA D mitigation rate per ADT:	\$426.00
8	Total Road system impact fee for this development (Line 6 x Line 7):	\$60,338.64
9	Number of New Sq. Ft. To Be Constructed:	93,800
10	Amount to be paid per Sq. Ft.: (Line 8 ÷ Line 9)	\$0.64

* See Transportation Demand Management section below for TDM percentage

Road System Impact Fee Calculation (Fast-Food Restaurant)

1	Number of Square Feet (Sq. Ft.)	3,000
2	New Commercial ADT (From tables above):	720.55
3	TDM Credit*:	0
4	Gross New ADT (Line 2 – Line 3):	720.55
5	ADT Credit for Existing Trips:	0
6	Net New ADT (Line 4 – Line 5):	720.55
7	TSA D mitigation rate per ADT:	\$426.00
8	Total Road system impact fee for this development (Line 6 x Line 7):	306,954.30
9	Number of New Sq. Ft. To Be Constructed:	3,000
10	Amount to be paid per Sq. Ft.: (Line 8 ÷ Line 9)	102.32

* See Transportation Demand Management section below for TDM percentage

Frontage Improvements [SCC 30.66B.410]

All developments will be required to make frontage improvements along the parcel's frontage on any opened, constructed, and maintained public road. The required improvement shall be constructed in accordance with the EDDS, including correction of horizontal and vertical alignments, if applicable.

The proposed development adjoins three public right-of-way locations, **Cathcart Way** along the development's northern property line, **State Route 9** (SR 9) along the eastern property line

which is under the jurisdiction of the State, and unopened right-of-way of **148th Street SE** (Blanchard Street) along the southern property line extending off SR 9. Improvements for the unopened right-of-way will be addressed within the Access and Circulation section later in this memo.

DPW Rule 4222.020(1) requires full urban frontage improvements along the subject parcel's frontage on **Cathcart Way** which consist of:

- Asphalt concrete pavement consisting of *29 feet width from right-of-way centerline to the face of curb

- Cement concrete curb and gutter

- Planter strip with a width of 5 feet

- Cement concrete sidewalk with a width of 10 feet (considered a shared use path)

*Note: Improvements constructed by the applicant are shown on both the north and south side of Cathcart Way due to the requirement for bike lanes to be constructed on both sides of the roadway. The applicant has elected to **construct shared use paths on both the north and south side of Cathcart Way** ~~re-construct the entire Cathcart Way cross-section~~ from the new proposed intersection at the Cathcart Way Operations Center **to** and the signalized intersection with SR 9 such that there is a shared use path on both sides of the roadway. For the majority of the development's frontage on Cathcart Way there will be approximately 58 feet of pavement width from curb-to-curb except near SR 9 the pavement increases to approximately 66 feet wide from curb-to-curb. A cross-section for the improvements was provided in the civil plan set.

The eastern property line of the site adjoins State Route 9 (SR 9) which is under the jurisdiction of the WSDOT. Improvements are shown on the site plan. Comments from the State were received and indicate that frontage improvements, additional right-of-way along SR 9, and channelization is required. It will be a recommend condition of approval that frontage improvements, right-of-way, and any other mitigation required within WSDOTs jurisdiction is completed to the satisfaction of the State and Snohomish County. These requirements will be duplicated in the State Highway Impact section later in the memo. The section of property adjoining the unopened County right-of-way of 148th Street SE is not considered "opened" right-of-way, so it would not meet the code's requirement for "frontage improvements" but urban standard improvements are required and will be constructed on both sides of the new public road along the 148th Street SE alignment. The cross-section will include a bus pullout on the north side of the roadway, 35 feet of pavement width from curb-to-curb, curb, gutter, planter on both sides, and a seven-foot-wide sidewalk on the north side of the roadway and a 10-foot-wide shared use path on the south side of the roadway. The shared use path will extend to a future park-and-ride on the south side of the 148th Street SE right-of-way.

Cathcart Way, on which the development's frontage improvements are required, is not in the impact fee cost basis (Appendix D of the Transportation Needs Report) or the Transportation Element of the Comprehensive Plan, therefore credits towards the applicant's impact fee for any frontage improvements that can be used in the ultimate build-out of the road are not applicable.

Construction of frontage improvements is required prior to recording of the binding site plan or prior to any final inspection or occupancy, whichever comes first.

Right-of-way Classification / Access and Circulation [SCC Title 13, EDDS 3-02 and 30.66B.420]

Internal Road Classification:

New public roads (87th Ave SE and 148th Street SE) and private drive aisles

External Road Classification:

Per the adopted Snohomish County Arterial Circulation map, effective November 29, 2018, Cathcart Way, is classified as a principal arterial. All Arterial roads are public. The posted speed for Cathcart Way is 45 MPH.

The classification of the roads within and adjacent to the proposed development have been made based on professional engineering judgment under the authority of the County Engineer, the requirements in EDDS and the following information.

- The number of ADT generated by the proposed development is approximately 2,956 ADT.
- The number of ADT currently on the existing Cathcart Way is approximately 16,600.
- The approximate number of ADT anticipated to be contributed by development of the surrounding area is 3,000-4,000.
- The total approximate ADT proposed to use Cathcart Way is 19,600-20,600.

SCC 30.66B.420 Access and Circulation Requirements

All developments will be required to:

- (a) Provide for access and transportation circulation in accordance with the comprehensive plan and this chapter applicable to the particular development,
 - (b) Design and construct such access in accordance with the EDDS, and
 - (c) Improve existing roads that provide access to the development in order to comply with adopted design standards, in accordance with SCC 30.66B.430.
- (1) Access to state highways and city streets shall be in accordance with the applicable state or city standards and requirements.
 - (2) All developments that propose to take access via an existing public or private road which, for the vehicle trips projected to use the road after full occupancy of the development, is not designed and constructed in accordance with the EDDS, will be required to improve such road to bring it into compliance with the EDDS when the director of public works determines it necessary to provide for safety and the operational efficiency of the road. The extent of improvements will be established by the director of public works in accordance with SCC 30.66B.430.

The proposed development will take access from the new public road referred to as the “spine road” (“Road A” 87th Ave SE and 148th Street SE) in the traffic study³². Sight distance was evaluated at the proposed access point(s) and was found did meet the minimum requirements of EDDS 3-08.

As stated in the frontage improvement section above, bike lanes are required on the north and south side of Cathcart Way. In lieu of constructing bike lanes adjoining the travel lanes, the applicant has elected to construct a shared use path on both sides of the roadway and will provide a transition from the existing bike lanes located within the curb-to-curb cross-section west of the new signal on Cathcart Way as well as on the north side of Cathcart Way at SR 9.

In accordance with EDDS 4-07.B.9, a horizontal separation of at least at least three (3) feet is required between a shared use path and a road with a posted speed of 35 mph or less (“spine road”) and at least five (5) feet where the posted speed exceeds 35 mph (Cathcart Way). The separation is measured between the edge of the paved portion of the road or from the back of curb. If these separation standards cannot be met, then a barrier is required or approval to an EDDS Deviation request is needed; refer to Chapters 1515 and 1610 of the WSDOT Design Manual for design details. Alternatively, approval to an EDDS Deviation may be an option.

Urban standard improvements are required on State Route 9. The new public road intersection at 148th Street SE and SR 9 will be restricted to a right-in and right-out access with a southbound right-turn lane off SR 9 onto 148th Street SE. A northbound to southbound U-turn maneuverability will need to be accommodated on SR 9. Any interim southbound acceleration lane has been discussed with the completion of this development and the adjoining park and ride project south of the site. Comments have been received from WSDOT. It will be a recommended condition of approval that frontage improvements, right-of-way, and any other mitigation required within WSDOTs jurisdiction is completed to the satisfaction of the State.

As shown on the site plan and phasing plan, the development anticipates constructing the full 148th Street SE (“spine road”) cross-section during phase 1 of the development. Based on the survey provided, it appears the existing right-of-way for 148th Street SE is only 30 feet wide and will not accommodate the full cross-section improvements. South of the existing unopened right-of-way is County property but has not been designated as public road right-of-way. Improvements are shown on the adjoining property. It will be a recommended condition of approval that a memorandum of understanding (MOU) between Snohomish County and the developer is under contract prior to approval of the development to provide a construction easement/agreement for construction of 148th Street SE on County property if the right-of-way has not already been created or establishment by Council action.

Dead end fire lanes longer than 150 feet require a turnaround, per EDDS 3-150B. There are two dead end fire lanes that exceed 150 feet without a turnaround, the drive aisle adjoining Units 215-222 and 239-246. The applicant submitted an EDDS Deviation request³³ that was approved with conditions by the County Traffic Engineer and Fire Marshal on April 15, 2022. The condition of approval is that all dwelling units within the townhouse structures are equipped with NFPA 13D automatic fire sprinkler systems.

³² Exhibit C.1

³³ Exhibit G.1

A channelization plan is required for the removal and re-striping of Cathcart Way as well as signing including advanced warning signs and needs to be included in the plan set. The County Traffic Engineer's signature block is required on this sheet. This has been submitted and will be further reviewed with the construction plans.

A new signalized intersection will be constructed at the new public road connection within the development and aligned with the Cathcart Operations entrance on the north side of Cathcart Way. Comments from the Traffic Operations group within Public Works were received on August 20, 2021. A response to the County comments were provided in the re-submittal and it will be a recommended condition of approval that a signal is installed on Cathcart Way at the 87th Ave SE to the satisfaction of Snohomish County.

The ADA ramps at the intersections of all the roads in the development must show compliance with minimum ADA standard requirements for grades and landings as detailed in the current EDDS Section 4-05 D and WSDOT Standard Plans F-40 series. A detail of each ADA ramp will be required in the construction plans. It is our understanding that the current requirements do not grant any leeway for design and construction of ADA ramps for new intersections.

The proposed street trees within the clear sight triangle at the access points and new public road intersections need to be removed or relocated outside of the clear sight triangle in order to provide intersection sight distance. This will be further addressed during construction plan review.

A horizontal clear/control zone is required along the parcel's frontage, per EDDS 4-15, 8-03, and the WSDOT's Utility Manual. Existing or proposed fixed object obstructions shall be removed/relocated from this buffer for motorist safety, this includes but is not limited to utility poles and trees. These improvements are required prior to recording of the binding site plan, or prior to any occupancy being issued (whichever comes first) and will be addressed during construction plan review.

Illumination will be required on the new public road from Cathcart Way to SR 9, per EDDS 7-02 due to the anticipated high pedestrian use because of the future park and ride facility south of this site. The applicant states that illumination is in the process of being designed by the PUD but has not been finalized. Therefore, illumination will be a recommended condition of approval.

Extent of improvements [30.66B.430]

In determining the extent of improvements required, the director of public works will consider, with other relevant factors, the following:

- a. Extent of the development proposed;

The applicant is proposing a multi-use development to consist of 286 multi-family residential townhomes units, 93,800 square feet (SF) of self-storage, and 3,000 square feet of restaurant space (to consists of fast-food restaurant with a drive-through window) on a vacant site. The development is proposed to be constructed in three phases.

- b. Priority of improvements to involved county roads in the county's six-year transportation improvement plan;

No improvement projects for **Cathcart Way** are shown on the:

Transportation Element (TE), amended November 29, 2018,
2021-2026 Transportation Improvement Program (TIP), effective Nov. 23, 2020,
2021 Annual Construction Plan, effective Nov. 23, 2020,
Cost Fee Basis of the Transportation Needs Report (TNR),
or the 2022 County Overlay List

The WSDOT has a corridor improvement project along **SR 9** but that project is not currently funded.

- c. Condition of existing transportation facilities in comparison to adopted standards;

Urban standard improvements currently exist along Cathcart Way but will be re-constructed by the proposed development to accommodate bike lanes and/or a shared use path on the north and south side of Cathcart Way. The unopened County right-of-way of 148th Street SE will be improved to urban non-arterial public road standards. State Route 9 is under the jurisdiction of WSDOT, so any improvements are the discretion of the state. The applicant is proposing to construct urban standard improvements along their frontage with SR 9.

- d. Existing and projected land uses and development densities;

The existing and projected land use in the area is residential and commercial, zoned as PCB and R-5.

- e. Current and projected level-of-service (LOS) on the affected road system;

The LOS on the surrounding road system will meet County standards

- f. Availability of public transit;

The authority to create, eliminate or modify a transit route or transit stop lies with the transit agency within whose service area the development is located in or nearby to. The two county transit agencies that serve the residents of Snohomish County are Community Transit and Everett Transit. Sound Transit currently has routes that provide express bus service to King County from hubs such as Everett Station, the Ash Way Park & Ride. Everett Transits boundaries are all within their city limits and Sound Transits routes are in incorporated areas of the UGA. Community Transit is the only transit agency that has routes and stops in both the urban area and the rural area. The county has no authority to require any transit authority to service a subject property or development. The only authority the County does have is to approve the location of a transit stop along a county right-of-way if the transit authority chooses to install one. According to a National Personal Transportation Survey, conducted by the American Planning Association, the average person is willing to walk about 1,500 feet to a transit stop.

Currently there are no public transit routes or stops that service the subject development nor are there any routes or stops within 1,500 feet of the subject development. However, an adjoining development (Cathcart Park and Ride: PFN: 21-113268 CUP) is proposing to construct a new park and ride south of this site along the unopened right-of-way of 148th Street SE.

- g. Any traffic study submitted;

The traffic study by Brad Lincoln with Gibson Traffic Consultants, dated April 19, 2021, was received by Snohomish County on April 20, 2021. A subsequent traffic impact analysis dated November 8, 2021, was received by Snohomish County on November 30, 2021.

- h. Availability of a specific improvement program;

As specified in letter “b” above, there are no planned improvement programs for Cathcart Way or 148th Street SE. However, the State has a planned improvement program along SR 9, but it is not currently funded.

- i. The number of dwelling units currently using the road system that must be improved and projected to use the road system after full occupancy of the development;

The number of dwelling units and ADT on SR 9 within the State’s jurisdiction is unknown since the County does not conduct traffic counts on the state road.

Cathcart Way serves approximately 16,600 ADT which would equate to a few thousand dwelling units using this road system.

- j. The needs of low-income persons for decent, affordable, low-cost housing;

The subject development is not a low income housing project. There are no low income housing measures or design features associated with this development.

- k. Transportation system or demand management measures proposed by the developer;

TDM requirements will be met by cash payment. See the TDM section below.

- l. The need for pedestrian and bicycle facilities

Cathcart Way is on the County’s Bicycle Facility System route, so a bike lane is required along the frontage. Urban frontage improvements and off-site improvements will include sidewalks and bike lanes and/or a shared use path to accommodate pedestrians and bicyclists along the north and south side of Cathcart Way as well as the new internal public road (“87th Ave SE” and 148th Street SE) serving the new park and ride.

Sidewalks will be constructed along the development’s frontage on State Route 9 to accommodate pedestrians.

- m. Continuity with existing and proposed improvements;

Urban standard improvements exist in the vicinity and will be constructed along the development’s frontage and throughout the site.

- n. Development standards of adjacent cities;

It should be noted that Snohomish County cannot impose another jurisdictions requirements without the benefit of an ILA, which is an agreement that is voluntarily entered into by the jurisdiction.

- o. The need for safety improvements for school children;

Pedestrian facilities will be constructed along the development's frontage and throughout the site to accommodate school children.

- p. The types, sizes and performance of vehicles generated by the development, including but not limited to large trucks;

The proposed development is for a residential and commercial mixed-use development. The majority of the types and sizes of vehicles associated with this type of development are passenger cars and trucks. Other less prevalent types are larger commercial vehicles such as buses, semi-trucks, fire trucks, utility trucks and delivery trucks that provide goods and/or services to the residential occupants or customers of business in the area.

Right-of-Way Requirements [SCC 30.66B.510, SCC 30.66B.520]

A development shall be required to dedicate, establish, or deed right-of-way to the county for road purposes as a condition of approval of the development, when to do so is reasonably necessary as a direct result of a proposed development, for improvement, use or maintenance of the road system serving the development.

The road serving this development, **Cathcart Way**, is designated as a principal arterial and typically requires a right-of-way width of 50 feet on each side of the right-of-way centerline. This is adequately shown on the engineered construction plans.

The road serving this development and currently unopened right-of-way, **148th Street SE**, will be designated as a non-arterial and requires a total right-of-way width of 65 feet on the west end of the site near the 90-degree corner and 79 feet on the east end of the site near the new intersection with SR-9.

The applicant appears to be proposing improvements within the existing 30-foot-wide unopened right-of-way as well as outside of (on the south side of) the unopened right-of-way which appears to be on an adjoining parcel which is owned by Snohomish County. That adjoining parcel appears to have a future development proposed for a conditional use permit (CUP) to construct a park and ride (PFN: 21-113268 CUP). However, without the conditional use permit being complete, it will be a recommended condition of approval that a memorandum of understanding (MOU) between Snohomish County and the developer is under contract prior to approval of the development to provide a construction easement/agreement for construction of 148th Street SE on County property if the right-of-way has not already been created or establishment by Council action.

The road serving this development, State Route 9, is designated as a principal arterial, the State has a corridor improvement project and requires additional right-of-way. As shown on the plan, additional right-of-way is proposed. Comments from the State were received and indicate that frontage improvements, additional right-of-way along SR 9, and channelization is required. It will

be a recommend condition of approval that frontage improvements, right-of-way, and any other mitigation required within WSDOTs jurisdiction is completed to the satisfaction of the State and Snohomish County.

The subject development is required to deed additional right-of-way along the public road(s) indicated above. Information, documents and the DPW contact person for deeding additional right-of-way can be found at this DPW website. Pursuant to SCC 30.66B.540 the right-of-way shall be deeded prior to issuance of permits. This deeding process may take longer than expected so to prevent delaying the issuance of project permits we recommend that you start

Cathcart Way and 148th Street SE are not in the impact fee cost basis (Appendix D of the Transportation Needs Report) or the Transportation Element of the Comprehensive Plan, therefore credit towards the applicant's impact fee for the dedicated / deeded right-of-way beyond 30 feet from centerline is not applicable.

Transportation Demand Management (TDM) [SCC 30.66B.630]

TDM is a strategy for reducing vehicular travel demand, especially by single occupant vehicles during commuter peak hours. TDM offers a means of increasing the ability of transportation facilities and services to accommodate greater travel demand without making expensive capital improvements. The County requires TDM of developments inside the UGA and developments that impact arterial units designated as ultimate capacity.

All new developments in the urban area shall provide TDM measures. Sufficient TDM measures shall be provided to indicate the potential for removing a minimum of five (5) percent of the development's P.M. peak hour trips from the road system. This requirement shall be met by the provisions of on-site design requirements under SCC 30.66B.640, as applicable, except where the development proposes construction or purchase of specific offsite TDM measures or voluntary payment in lieu of site design, in accordance with SCC 30.66B.620 and SCC 30.66B.625.

SCC 30.66B.660(1) and DPW Rule 4228.040 indicates that if a TDM plan is to be submitted for a development it is required to be submitted with the initial application. Since a TDM plan was not submitted with the initial application a cash payment is required.

~~The trip reduction percentage for this development is 5%. The TDM obligation for this development is therefore equivalent to 5% of the 226.10 PM peak hour trips x \$6,500.00 which equals \$73,482.50 (\$256.93/dwelling unit).~~

The trip reduction percentage for this development is 5%. The TDM obligation for this development is therefore equivalent to 5% of the **225.11** PM peak hour trips x \$6,500.00 which equals ~~\$73,482.50~~ **\$73,160.75** (~~\$256.93~~ **\$255.81**/dwelling unit).

State Highway Impacts [SCC 30.66B.710]

When a development's road system includes a state highway, mitigation requirements will be established using the terms of the interlocal agreement (ILA) between the County and the Washington State Department of Transportation (WSDOT).

This development is subject to ILA between Snohomish County and the WSDOT that became effective on December 21, 1997, and as amended through the date of completeness for this application.

Pursuant to SCC 30.66B.055 a written proposal from the applicant proposing measures to mitigate impacts on state highways is typically required. The applicant provided an email from the state prior to submittal of the project stating that a mitigation offer is not needed since the cost for the frontage improvements and right-of-way dedication exceeds the monetary mitigation amount. Comments from the State were received and indicate that frontage improvements, additional right-of-way along SR 9, and channelization is required. It will be a recommend condition of approval that frontage improvements, right-of-way, and any other mitigation required within WSDOTs jurisdiction is completed to the satisfaction of the State and Snohomish County.

A channelization plan on SR 9 needs to be approved through WSDOT.

Other Jurisdictions Streets and Roads [SCC 30.66B.720]

Mitigation requirements for impacts on streets inside cities and roads in other counties will be established consistent with the terms of a Reciprocal Traffic Mitigation ILA between the County and the other jurisdiction(s).

This development is subject to the ILA between Snohomish County and the City of Mill Creek. For impacts on the City of Mill Creek's Street system, and pursuant to the ILA and SCC 30.66B.055(4), a written proposal from the applicant proposing measures to mitigate impacts on city streets is required and has been received as of April 19, 2021.

~~The applicant originally submitted an offer in the amount of \$318,224.40 as mitigation towards traffic impacts to the city generated by this development. Comments from the city, dated August 4, 2021, indicates they have accepted the offer. The offer was revise with the changed in project description from the 1st to 2nd submittal. The revised amount is \$352,716.00 or \$1,233.27 per dwelling unit (40% x 226.10 PM PHT x \$3,900/PM PHT).~~

The applicant originally submitted an offer in the amount of \$318,224.40 as mitigation towards traffic impacts to the city generated by this development. Comments from the city, dated August 4, 2021, indicates they have accepted the offer. The offer was revise with the changed in project description from the 1st to 2nd submittal. The revised amount is ~~\$352,716.00~~ **\$351,171.60** or ~~\$1,233.27~~ **\$1,227.87** per dwelling unit (40% x ~~226.10~~ **225.11** PM PHT x \$3,900/PM PHT).

The County has reviewed the city requested mitigation and written proposal for mitigation submitted by the applicant and has determined that the proposed mitigation measures are reasonably related to the impacts of the development and recommends that they be imposed on the development as a condition of approval.

Other Issues or Items:

New signing and striping needs in the public right-of-way shall be determined and installed by County forces. This signing and striping shall be paid for by the applicant, SCC 13.10.180. The amount will be determined during construction plan review and is due prior to LDA approval.

In order to facilitate these estimates, a channelization plan on 87th Ave SE, 148th Street SE, and Cathcart Way is required to be submitted to the satisfaction of Snohomish County.

Bicycle Facilities:

The County's current adopted County Wide Bicycle Facility System Map became effective on November 29, 2018. The subject development does border on a right-of-way that has been identified on the adopted Bicycle Facility System Map. A bicycle path is required along the development's frontage on Cathcart Way (and on the north side of the roadway). The required frontage improvements and off-site improvements will fulfill this requirement.

The PDS Transportation Section and the Department of Public Works have no objections to the approval of the subject multi-use development consisting of 286 multi-family residential townhome units, 93,800 square feet of self-storage, and 3,000 SF of restaurant space as shown on the site plan received by PDS on April 15, 2022, provided the recommended conditions are imposed:

School Impact Mitigation (Chapter 30.66C SCC)

The proposal is in the Snohomish School District and is subject to Chapter 30.66C SCC. This requires payment of impact fees at the rate in effect at the time of filing a complete application for the townhome development; however, if the building permit application is not received by the department within five years after the application is deemed complete, the fee will be based upon the rate in effect at the time of the building permit application. Payment is required prior to building permit issuance unless deferral of a fee payment is requested by the applicant and approved by PDS pursuant to SCC 30.66C.200(2). Credit is to be given for the 1 existing legal lot. Such payment is acceptable mitigation for school impacts in accordance with county policies and is included as a recommended condition.

Utilities

As indicated in correspondence received from Silver Lake Water and Sewer District³⁴ the district has capacity to serve the proposed project with water and sewer. Snohomish County PUD³⁵ indicates that there is capacity to serve the proposed development.

CONCLUSIONS

- A. The proposed development is consistent with the GMACP, GMA-based County codes, the type and character of land use permitted on the project site, the permitted density, and applicable design and development standards.
- B. Adequate public services will be available to the property.

³⁴ Exhibit G.1

³⁵ Exhibit G-2

- C. If approved with the recommended conditions, the proposal would comply with County codes and regulations, which will assure adequate provisions for the public health, safety, and general welfare.
- D. The development has been deemed concurrent. This concurrency decision may be appealed pursuant to SCC 30.66B.180. The decision applying a traffic impact fee under Chapter 30.66B SCC may be appealed pursuant to SCC 30.66B.370.

STAFF RECOMMENDATION

Snohomish County Planning and Development Services hereby recommends APPROVAL of the requested Planned Community Business Preliminary Site Plan, Binding Site Plan and Urban Residential Design Standards Site Plan with the following conditions:

Conditions

General conditions:

1. The Planned Community Business Preliminary Site Plan (received November 30, 2021), Binding Site Plan and Urban Residential Design Standards Site Plan (received April 15, 2022) by Snohomish County Planning and Development Services shall be the approved site plans under Chapter 30.23A, SCC, 30.41D SCC and 30.31A SCC for the development. Any discrepancies between the approved site plan and Title 30 SCC shall be resolved in the favor of Title 30 SCC.
2. The landscape plan received by Snohomish County Planning and Development Services on April 15, 2022, shall be the approved landscape plan.
3. Trees planted to meet the tree canopy requirements of SCC 30.25.016 shall not be removed unless a certified arborist provides written documentation that trees to be removed constitute a hazard in accordance with SCC 30.25.016(11).
4. Building plans submitted for building permit application review for Tract 998 shall demonstrate compliance with the urban design standards for townhouse dwellings outlined in SCC 30.23A.050.
5. Performance security shall be provided in accordance with the requirements of Chapter 30.84 SCC.
6. All water, sewer, electrical and communication distribution, and service lines shall be underground except as may be allowed per SCC 30.23A.110(1) or 30.23A.110(2).
7. The recorded binding site plan shall contain a provision requiring that any development of the site shall be in conformity with the approved binding site plan.
8. All dwelling units of the townhouse structures shall be equipped with NFPA 13D automatic fire sprinkler systems.
9. The commercial mini-storage structure on Lot 2 shall be equipped with NFPA 13 automatic fire sprinkler systems and NFPA 72 monitored fire alarm system.
10. The applicant shall record the approved binding site plan with a record of survey (except for the provisions of RCW 58.09.090(1)(d)(iv)) as one recording document complying with the requirements of chapter 30.41D SCC labeled as "Binding Site Plan."
11. No land may be used, no buildings may be occupied, and no lots may be sold except in accordance with the approved binding site plan.

12. Nothing in this approval excuses the applicant, owner, lessee, agent, successor or assigns from compliance with any other federal, state, or local statutes, ordinances, or regulations applicable to this project.
13. Prior to work within State right-of-way, a right-of-way use permit shall be obtained and processed to the satisfaction of the WSDOT.

Prior to commencement of any site work:

14. The applicant shall obtain the required permits for the proposed development. Those permits include a Land Disturbing Activity Permit as required by Chapters 30.63A and 30.63B SCC.
15. The applicant shall receive approval for a Forest Practices Activity (FPA) Permit – Class IV General Conversion Board as required by SCC 30.43F.100.
16. A right-of-way use permit is required for work within the County ~~and State Road~~ right-of-way.
17. The project proponent shall mark with temporary markers in the field the boundary of all Critical Area Protection Areas (CAPA) and CAPA/Easements as required by Chapter 30.62A SCC, or the limits of the proposed site disturbance outside of the CAPA and CAPA/E, using methods and materials acceptable to the county.
18. The Critical Area Protection Areas shall be properly labeled on the associated drawings within Tract 999 and as a CAPA/Easement within Tract 998.
19. The design and proposed locations for the CAPA signs shall be submitted to PDS Permitting for review and approval.
20. A split rail fence and specifications for the rail fence shall be included for review and approval upon submittal of the LDA during the construction review phase of this project. The fence shall be designed in accordance with SCC 30.62A.320(1)(f)(ii).
21. A Final Mitigation Plan shall be submitted for review and approval during the construction review phase of this project based on the approved Revised Conceptual Mitigation Plan – Cathcart Crossing dated January 7, 2022, by Soundview Consultants, LLC. The Mitigation Plan Appendix A shall be included as a plan sheet(s) in the LDA plan set.
22. Mitigation performance security shall be provided in accordance with the mitigation and warranty security requirements of Chapter 30.84 SCC.
23. A Critical Area Site Plan (CASP) shall be recorded with the Snohomish County Auditor in accordance with the requirements of Section 30.62A.160 SCC that designates critical areas and their buffers as Critical Area Protection Area (CAPA) and CAPA/Easements (CAPA/E) with the following restrictive language;
“Except as provided herein All CRITICAL AREA PROTECTION AREAS and CRITICAL AREA PROTECTION AREA EASEMENTS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees.”
24. The project will comply with all local, state, and federal regulations concerning wetlands, fish & wildlife habitat conservation areas.
25. The amount for the installation of signs and striping shall be paid.

26. A memorandum of understanding (MOU) between Snohomish County and the developer shall be under contract to provide a construction easement/agreement for construction of 148th Street SE on County property if the right-of-way has not already been created or establishment by Council action.
27. A Landscape Site Inspection Fee consistent with SCC 30.86.145(3) shall be paid at Land Disturbing Activity permit issuance.
28. A landscape maintenance security may be required in accordance with SCC 30.84.150 if the applicant requests a planting delay and PDS concurs with the suitability of the delay.

Prior to final approval of the Land Disturbing Activity permit or other development permits.

29. Split-rail fencing shall be installed satisfactorily around the boundary of CAPA.
30. The Final Mitigation Plan shall have been satisfactorily implemented.
31. Mitigation monitoring and maintenance warranty security shall be provided in accordance with the mitigation and warranty security requirements of Chapter 30.84 SCC to ensure that the mitigation meets the performance requirement targets contained in the approved mitigation plan.
32. Critical Area Protection Area boundaries (CAPA) and Critical Area Protection Area/Easements (CAPA/E) shall have been permanently marked on the site prior to final inspection by the county, with both CAPA signs and adjacent markers which can be magnetically located (e.g.: rebar, pipe, 20 penny nails, etc.). The platlor may use other permanent methods and materials provided they are first approved by the county. Where a CAPA boundary crosses another boundary (e.g.: lot, tract, plat, road, etc.), a rebar marker with surveyors' cap and license number must be placed at the line crossing.
33. CAPA signs shall have been placed no greater than 100-feet apart around the perimeter of the CAPA. Minimum placement shall include one Type 1 sign per wetland, and at least one Type 1 sign shall be placed in any lot that borders the CAPA, unless otherwise approved by the county biologist. The design and proposed locations for the CAPA signs shall be submitted to PDS Permitting for review and approval prior to installation.

The following additional restrictions and/or items shall be recorded on the face of the Binding Site Plan - Record of Survey:

34. It shall be noted on the binding site plan that all provisions, conditions, and requirements of the binding site plan shall be legally enforceable on the owner, purchaser, and any other person acquiring a possessory ownership, security, or other interest in any property subject to the binding site plan.
35. All conditions and restrictions on development, use, maintenance, shared open space, parking, access, and other improvements shall be identified on the recorded binding site plan and enforced by covenants, conditions, restrictions, easements, or other legal mechanisms.
36. The binding site plan plat shall show a right-of-way dedication along the property frontage with 148th Street SE at the southeast corner of the site adjacent to SR 9 to the satisfaction of Snohomish County.
37. Reciprocal parking and access easements shall be shown on the binding site plan. These easements shall include provisions for maintenance and enforcement.

38. The binding site plan shall show a right-of-way dedication along the property frontage with 148th Street SE at the northeast corner of the site adjacent to SR 9 to the satisfaction of Snohomish County.
39. The binding site plan shall show and label right-of-way as deeded (by instrument or recording number) along the property frontage with State Route 9 for a minimum total of 80.5 feet from the right-of-way centerline, or as determined by Snohomish County and the WSDOT.
40. Chapter 30.66B SCC requires the new unit mitigation payments in the amounts shown below for each building permit:
41. \$3,674.64 per dwelling unit (to total \$1,050,947.04) for mitigation of impacts on County roads paid to the County in accordance with the payment timing provisions of Chapter 30.66B SCC. The impact fee shall be distribution to each Transportation Service Area in accordance with SCC 30.66B.340, as indicated in the allocation table below.

Road System Impact Fee Allocation Table – Residential townhomes			
To TSA	Total Amount	Amount per dwelling unit	Transaction Code
TSA A	\$735.66	\$2.57	5207
TSA B	\$3,363.03	\$11.76	5208
TSA C	\$2,627.37	\$9.19	5209
TSA D	\$753,003.55	\$2,632.88	5210
TSA E	\$71,674.59	\$250.61	5211
TSA F	\$219,542.84	\$767.63	5212
Total Owed: \$1,050,947.04		Total per dwelling: \$3,674.64	

Road System Impact Fee Allocation Table – Mini-Warehouse		
To TSA	Total Amount	Transaction Code
TSA A	\$42.24	5207
TSA B	\$193.08	5208
TSA C	\$150.85	5209
TSA D	\$43,232.63	5210
TSA E	\$4,115.10	5211

TSA F	\$12,604.74	5212
Total Owed: \$60,338.64		

Road System Impact Fee Allocation Table – Fast-Food Restaurant		
To TSA	Total Amount	Transaction Code
TSA A	\$214.87	5207
TSA B	\$982.25	5208
TSA C	\$767.39	5209
TSA D	\$219,932.76	5210
TSA E	\$20,934.28	5211
TSA F	\$64,122.75	5212
Total Owed: \$306,954.30		

~~**\$256.93 per dwelling unit** (to total **\$73,482.50**) for Transportation Demand Management paid to the County.~~

~~**\$1,233.27 per dwelling unit** (to total **\$352,716.00**) for mitigation of impacts on City streets for the City of Mill Creek paid to the city. Proof of payment of the above amount shall be provided to the County.~~

~~**\$256.93**~~ **\$255.81 per dwelling unit** (to total ~~**\$73,482.50**~~ **\$73,160.75**) for Transportation Demand Management paid to the County.

~~**\$1,233.27**~~ **\$1,227.87 per dwelling unit** (to total ~~**\$352,716.00**~~ **\$351,171.60**) for mitigation of impacts on City streets for the City of Mill Creek paid to the City. Proof of payment of the above amount shall be provided to the County.

Payment of these fees is due prior to or at the time of building permit issuance, unless deferment is allowed pursuant to Chapter 30.66B SCC, for each single-family residence. Notice of these mitigation payments shall be contained in any deeds involving this subdivision or the lot[s] therein.

42. All CRITICAL AREA PROTECTION AREAS shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur.

43. All Critical Areas and buffers shall be designated Critical Area Protection Areas (CAPA's) and placed in open space Tract 999 and within a CAPA/Easement within Tract 998 with the following restrictive language:

44. “As otherwise provided herein, the CAPA (Critical Area Protection Areas) shall be left permanently undisturbed in a substantially natural state. Exceptions: The following are allowed in CAPAs: Non-ground disturbing interior or exterior building improvements; routine landscape, maintenance of established, ornamental landscaping; non-ground disturbing normal maintenance or repair; felling or topping of hazardous based on review by a qualified arborist; removal of noxious weeds conducted in accordance with chapter 16-750 WAC; maintenance or replacement that does not expand the affected area of the following existing facilities: (a) septic tanks and drainfields; (b) wells; (c) individual utility service connections; data collection by non-mechanical means, and non-mechanical survey and monument placement.”

Prior to building permit issuance:

- 45. The applicant shall file for record the approved original binding site plan and original record of survey as one document with the auditor in accordance with SCC 30.41D.110(6). The auditor shall distribute copies of the recorded document to the department, the department of public works, and the county assessor. All distributed copies shall bear the auditor’s recording data.
- 46. The auditor shall refuse to accept any binding site plan and record of survey for filing and recording until the director has approved and signed each document.
- 47. A recommended condition is included to ensure compatibility design standards along the east and south property boundary is verified prior to issuance of the first building permit on-site.
- 48. Planning and Development Services Fire Marshal’s Office shall receive a final certificate of water availability that verifies all hydrants have been installed, are charged and operational, and the minimum required fire flow can be met.
- 49. Prior to issuance of building permits on Lot 1 and Lot 2: The applicant shall provide documentation of the proposed methods to address Source Control of Pollution as described in SCDM Volume IV (refer to Table 4.1 for preliminary guidance).
- 50. The applicant shall pay an Impact Fee to Snohomish County for traffic impacts on the County’s Road system. The impact fee shall be distribution to each Transportation Service Area in accordance with SCC 30.66B.340, as indicated in the allocation table below. This payment may be made proportionately with each building permit.

Road System Impact Fee Allocation Table – Residential townhomes			
To TSA	Total Amount	Amount per dwelling unit	Transaction Code
TSA A	\$735.66	\$2.57	5207
TSA B	\$3,363.03	\$11.76	5208
TSA C	\$2,627.37	\$9.19	5209
TSA D	\$753,003.55	\$2,632.88	5210
TSA E	\$71,674.59	\$250.61	5211

TSA F	\$219,542.84	\$767.63	5212
Total Owed: \$1,050,947.04		Total per dwelling: \$3,674.64	

Road System Impact Fee Allocation Table – Mini-Warehouse		
To TSA	Total Amount	Transaction Code
TSA A	\$42.24	5207
TSA B	\$193.08	5208
TSA C	\$150.85	5209
TSA D	\$43,232.63	5210
TSA E	\$4,115.10	5211
TSA F	\$12,604.74	5212
Total Owed: \$60,338.64		

Road System Impact Fee Allocation Table – Fast-Food Restaurant		
To TSA	Total Amount	Transaction Code
TSA A	\$214.87	5207
TSA B	\$982.25	5208
TSA C	\$767.39	5209
TSA D	\$219,932.76	5210
TSA E	\$20,934.28	5211
TSA F	\$64,122.75	5212
Total Owed: \$306,954.30		

~~\$256.93 per dwelling unit (to total \$73,482.50) for Transportation Demand Management paid to the County. Duplicate of below~~

~~\$1,233.27 per dwelling unit (to total \$352,716.00) for mitigation of impacts on City streets for the City of Mill Creek paid to the city. Proof of payment of the above amount shall be provided to the County. Duplicate of below~~

51. ~~The applicant shall make a payment to Snohomish County for Transportation Demand Management measures within Transportation Service Area D in the amount of \$256.93 per dwelling unit (to total \$73,482.50). This payment may be made proportionately with each building permit.~~

The applicant shall make a payment to Snohomish County for Transportation Demand Management measures within Transportation Service Area D in the amount of ~~\$256.93~~ **\$255.81 per dwelling unit** (to total ~~\$73,482.50~~ **\$73,160.75**) This payment may be made proportionately with each building permit.

52. ~~The amount of \$1,233.27 per dwelling unit (to total \$352,716.00) shall be paid to the City of Mill Creek for traffic impacts to projects within the City. Proof of payment of the above amount shall be provided to the County. This payment may be made proportionately with each building permit.~~

The amount of ~~\$1,233.27~~ **\$1,227.87 per dwelling unit** (to total ~~\$352,716.00~~ **\$351,171.60**) shall be paid to the City of Mill Creek for traffic impacts to projects within the City. Proof of payment of the above amount shall be provided to the County. This payment may be made proportionately with each building permit.

53. Right-of-way shall have been deeded (or dedicated on the face of the Binding Site Plan) along the property frontage on 148th Street SE at the southeast corner of the site adjacent to SR 9 to the satisfaction of Snohomish County.
54. Right-of-way shall have been deeded (or dedicated on the face of the Binding Site Plan) along the property frontage on Cathcart Way at the northeast corner of the site adjacent to SR 9 to the satisfaction of Snohomish County.
55. Right-of-way shall have been deeded along the property frontage with State Route 9 for a minimum total of 80.5 feet from the right-of-way centerline, or as determined by Snohomish County and the WSDOT **unless timing otherwise approved by WSDOT.**
56. The construction plans for the road establishment of the new north-south road (87th Ave SE) shall have been approved by the County.
57. The property on the south side of the existing 30-foot-wide unopened right-of-way of 148th Street SE along the southern property line of the site shall have been established as right-of-way or a MOU between the developer and Snohomish County shall have been completed to the satisfaction of Snohomish County to allow the construction of the new County Road (148th Street SE) on County property if the right-of-way has not already been created or establishment by Council action.
58. The townhouse dwelling units within Tract 998 are subject to the park and recreation facility impact fees for the Nakeeta Beach Park Service Area of the County parks system in the amount of \$1,071.45 per dwelling unit, the certified amount within the Base Fee Schedule in effect on April 21, 2021, in accordance with the provisions of Chapter 30.66A SCC. For building permit applications issued by PDS after April 21, 2026, five years from the filing of the complete land use permit application, the amount of the fee shall be based on the fee schedule in effect at the time of the building permit application.

Payment of these mitigation fees is required prior to building permit issuance except as provided for in SCC 30.66A.020(4).

59. The townhouse dwelling units within Tract 998 are subject to the school impact fees for the Snohomish School District in the amount of \$6,039 per dwelling unit, the certified amount within the Base Fee Schedule in effect on April 21, 2021, in accordance with the provisions of SCC 30.66C. For building permit applications received by PDS after April 21, 2026, five years from the filing of the complete land use application, the amount of the fee shall be based on the fee schedule in effect at the time of the building permit application. Payment of these mitigation fees is required prior to building permit issuance except as provided for in SCC 30.66C.200(2). Credit shall be given for 1 existing lot. Unit 1 shall receive credit.
60. The developer shall have submitted architectural plans for building permit review of townhouses proposed on Tract 998 demonstrating compliance with the Urban Residential Design Standards under Chapter 30.23A SCC.

Prior to Recording the Binding Site Plan, or Prior to any Certificate of Occupancy or Final Inspection, whichever comes first:

61. Restrictive covenants as described at SCC 30.31A.100(4) shall have been signed by the property owners, and a copy provided to PDS prior to recording of the binding site plan and record of survey.
62. Urban frontage improvements shall be constructed along the parcel's frontage on the north and south side of Cathcart Way to the satisfaction of the County.
63. Urban frontage improvements shall be constructed along the parcel's frontage on State Route 9 (SR 9) to the satisfaction of the WSDOT.
64. The off-site bicycle facility/sidewalk improvement on the south side of Cathcart Way west of the new intersection with 87th Ave SE shall be completed to the satisfaction of Snohomish County.
65. The road establishment and construction of 148th Street SE and 87th Ave SE between Cathcart Way and SR 9 shall have been completed and accepted to the satisfaction of Snohomish County.
66. An "Access Connection Permit" shall be obtained and processed to the satisfaction of the WSDOT.
67. Any improvements within the SR 9 right-of-way shall be completed to the satisfaction of the WSDOT.
68. A right-in and right-out only access point at 148th Street SE and State Route 9 shall be completed to the satisfaction of the WSDOT and Snohomish County.
69. The channelization of Cathcart Way, 87th Ave SE, and 148th Street SE shall have been completed to the satisfaction of Snohomish County.
70. The mid-block crossing consisting of a rapid rectangular flashing beacon (RRFB) on 148th Street SE across from the future park and ride shall have been installed to the satisfaction of Snohomish County.
71. The channelization of State Route 9 (SR 9) shall have been completed to the satisfaction of the WSDOT.

72. Illumination shall be installed to the satisfaction of Snohomish County on Cathcart Way, 87th Ave SE and 148th Street SE adjoining the site.
73. A new signal shall be installed at the intersection of 87th Ave SE and Cathcart Way to the satisfaction of Snohomish County.
74. The property on the south side of the existing 30-foot-wide unopened right-of-way of 148th Street SE along the southern property line of the site shall have been created or established as right-of-way by Council action, or as determined by Snohomish County.

Prior to occupancy:

75. All required landscaping associated with individual building lots, tracts or units shall be installed, and a qualified landscape designer shall certify to the Department that the installation complies with County code and the approved plans.
76. All fire hydrants shall be equipped with the following:
 - a. A 4 inch Storz steamer port.
 - b. The top of the hydrant shall be painted blue.
 - c. Install blue street reflectors hydrant side of centerline to locate hydrant upon approach of emergency vehicle apparatus.
77. All fire lane signage and pavement striping shall be installed per the approved civil plans.
78. Mitigation maintenance and warranty security shall be provided in accordance with the mitigation and warranty security requirements of Chapter 30.84 SCC to ensure that the mitigation meets the performance requirement targets contained in the approved mitigation plan.

Timing of approval expiration:

79. In accordance with SCC 30.70.140, an administrative site plan approval under Chapter 30.23A SCC and preliminary PRD site plan expires five years from the date of the approval if construction or use has not commenced. "Commence construction" is defined as the point in time when the breaking of ground for the construction of a development occurs.
80. In accordance with SCC 30.70.140, a binding site plan approval under Chapter 30.41D SCC expires 6 months from the date of approval and must be recorded within that time.

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BEFORE THE HEARING EXAMINER
FOR SNOHOMISH COUNTY

)	FILE NO. 21-107654 SPA
PACIFIC RIDGE – DRH, LLC,)	
a Washington State Limited Liability Company,)	
)	TRANSCRIPT OF PROCEEDINGS
Applicant.)	JUNE 14, 2022
)	
)	
)	

HEARING EXAMINER: Good afternoon everyone. Can you hear me? That’s great. Excellent. Thank you. Let me adjust my lighting. Okay. Well, good afternoon, everyone. This is an open record hearing on June 14, 2022, on the Cathcart Crossing Project. The File No. is 21-107654. My name is Peter Camp. I’m the Hearing Examiner. I’ll preside over today’s hearing. First, I will ask the Applicant to discuss its application. If I have questions, but I’ll try to hold them until the end, because they may answer some more questions. Second, I’ll ask the Planning Department to describe its review of the application. Then I’ll call for public comment. After public comment I’ll come back to the Planning Department and to the Applicant to respond to what they’ve heard. Now everyone who wants to speak will be heard. I will not close the hearing until everyone has had a chance to speak who wants to speak. All testimony is under oath and penalty of perjury. Please behave as if you’re in a courtroom. I will swear each person in before they speak.

1 Now the project is at the southwest corner of the intersection of SR-9 and
2 Cathcart Way. So, south across Cathcart Way from the County's fleet maintenance facility.
3 The site is approximately 31 acres. The current zoning is Planned Community Business. The
4 Comprehensive Plan designation is Urban Commercial. Pacific Ridge proposed 286 townhomes
5 and two commercial pads. Commercial, Pacific Ridge asks for approval of a Planned
6 Community Business Preliminary Site Plan, Binding Site Plan and Urban Residential Design
7 Standard Administrative Site Plan. The County Planning and Development Department,
8 Development Service Department, recommends approval with conditions.

9 I have no direct or indirect financial or family interest in the Applicant or in the
10 project. I have not had any prehearing contacts regarding the application. I read some of the
11 file. I believe I can fairly and impartially conduct the hearing and make a decision. If someone
12 thinks I have a conflict of interest now is the time to speak up and say something. Someone just
13 raised their hand. Let's see what that's about there. Let me see here. Ms. Gray has raised her
14 hand. Yes, Ms. Gray?

15 MS. GRAY: I'm sorry. I wasn't objecting to that. I was putting myself online
16 for public comment.

17 HEARING EXAMINER: Oh, okay. Of course. Not a problem. Thank you.

18 MS. GRAY: Okay.

19 HEARING EXAMINER: Okay. So, after I swear people in, please introduce
20 yourself by our name, your business address if you have one that's relevant to this proceeding.
21 And, of course, your business relationship if that's relevant to the proceeding.

22 Now, also, before we get started, I want to throw out a question I had, because
23 this is kind of one where I pull the pin, county to three, or count to five, and throw it across the
24 fence here. And this, I'm going to display, I'd rather display my ignorance than be wrong on
25 this. So, Ms. Clarkson, could you please pull up, let's see, Code excerpts. So my question is

1 this, and I don't want it addressed now, but if it could be addressed in due course. I honestly
2 have a question whether I have the authority to make a decision on this.

3 So, looking at Snohomish County Code, the way the County Code is organized,
4 the Hearing Examiner has original jurisdiction over what are called Type 2 permit, development
5 applications that are classified as Type 2 applications. Type 1 applications are administrative
6 decisions by the Planning and Development Services Department. Type 2 are decisions that are
7 made by the Hearing Examiner. Type 3 are legislative type decisions made by the County
8 Council. So, the question then is, are any of these things for which Pacific Ridge has asked, are
9 they Type 1, or Type 2? So, and I always ask myself, do I have jurisdiction? Do I have the
10 authority to do it? Cuz I only have the authority, only the authority given me by County
11 Council. No more, no less. So, for an Urban Residential Design Standards Administrative Site
12 Plan, that's a Type 1 proceeding. Which means it's for the Planning Department. Although if
13 there is a concurrent, simultaneous application that's a Type 2 application, like a rezone, or a
14 subdivision, or subdivision, then that's a Type 2. And then if at the request of the applicant they
15 can then bundle that together for me to make a consolidated decision. And some do, and some
16 don't. So, the question here is, okay, so we know that one of the three things that are being
17 sought here, one is an ERDS Administrative Site Plan. And they have requested, Pacific Ridge
18 has requested in writing that that be consolidated. So, if any of the other two are a Type 2, then
19 I'd have the authority to consider it. Okay? So, let's see now. Binding Site Plans, which is
20 what this is. This is not a subdivision. This is a Binding Site Plan. Well, if it's a planned
21 residential development of more than nine lots, then it's a Type 2. But this isn't a planned
22 residential development. At least not as far as I can tell on the file. So, it comes under all
23 others. Which is a Type 1. Okay? So, the Binding Site Plan looks to be, you know, it's a Type
24 1. Okay. What about the Preliminary Site Plan? Okay? Well, the Preliminary Site Plan Code
25 says, and this from the table at 30.70.025, if it's five acres or larger, and it's in the Business

1 Park, Industrial Park, or Planned Community Business zones as required under 30.31A.200,
2 Type 2. And then everything else would be a Type 1. Oh, okay, so maybe that gets us there.
3 Maybe it's 30.31A.200, solves the problem, if you will. So, Ms. Clarkson, could you scroll up
4 to the next page please? So, if we go to 30.31A.200, that's for rezones. And it talks about
5 where basically there's been a request for a rezone. And there's no rezone requested here. It's a
6 Planned Community Business. So, I'm confused as to whether I have the authority to decide
7 this. Okay, I've now lobbed this grenade over the fence, and it needs to be addressed, either by
8 the end of the hearing, or sometime later. But I throw that out there. I know, I see Ms.
9 Kolouskova is counsel for the Applicant on line. I don't see any lawyers for the County. They
10 generally don't attend unless there's a problem. And so, they're not on board. So, anyway, I
11 just throw that out there and maybe the Planning Department has an opinion on this. Obviously
12 they do have an opinion. They thought it was a Type 2, otherwise it wouldn't be an, they
13 wouldn't have scheduled in front of me. So, I throw that out there as a concern. Please during
14 your time let me know what you think. What am I missing? What am I not understanding here?
15 Maybe I'm missing something. It could well be. So, educate me please. Okay? Thank you,
16 Ms. Clarkson. You can take that down.

17 DUANA KOLOUSKOVA: Mr. Examiner?

18 HEARING EXAMINER: Yes, Ms. Kolouskova.

19 DUANA KOLOUSKOVA: Duana Kolouskova, on behalf of the Applicant. I
20 just wanted, before Ms. Clarkson took that down, or before we go too much further apart from
21 this, just to limit any ongoing question. The Staff Report addressed, does address, I think, this
22 topic on page 2. Where they explain that this PCB Preliminary Plan is being provided pursuant
23 to 30.31A.200, Subsection 3. And I think that Subsection 3 is what ends up placing this in front
24 of your jurisdiction. I just wanted to mention that briefly before you went anywhere further with
25

1 your comments, for the Examiner, I guess, note that for the record. Thank you for letting me
2 interrupt.

3 HEARING EXAMINER: Sure. And I saw that, and I read 3 and it didn't make
4 sense to me as to why that would apply. So, at some point I need someone to explain why 200.3
5 makes a difference here. And when you talk about the staff recommendation, we've just
6 received a new one. An amended one. And I have not looked at the amended one, to be honest
7 with you. I haven't had time. So, I don't know-

8 DUANA KOLOUSKOVA: Lindsey, our, one of our presenters will be able to
9 address that. But I think there were some technical pieces that needed to be updated there.

10 HEARING EXAMINER: Sure. Sure.

11 CLERK CLARKSON: My apologies for breaking in, Mr. Examiner. One of the
12 County staff let me know that they think that you're cutting out. Your audio's cutting out. Your
13 audio is cutting out.

14 HEARING EXAMINER: Oh, okay,

15 CLERK CLARKSON: I just wanted to check to see if that was the case for
16 anyone else. I, I'm, I wasn't hearing it, but just wanted to check before we go further,

17 HEARING EXAMINER: So, is anyone else having difficulty hearing me?

18 STACEY ABBOTT: That was me, and it's certainly better now. I missed a
19 good portion of the, your introduction.

20 HEARING EXAMINER: Ha, ha

21 STACEY ABBOTT: It certainly is better now. I missed a good portion of the,
22 our introduction.

23 HEARING EXAMINER: Okay.
24
25

1 STACEY ABBOTT: It certainly is better now. But, Mr. Examiner, now that
2 I've broke in, I would be happy to address this question further during, during the County's
3 presentation or I can –

4 HEARING EXAMINER: Oh, let's do it then.

5 STACEY ABBOTT: Perfect.

6 HEARING EXAMINER: I wanted to give everybody a chance to know what
7 was on my mind so that they can think about it, they can think about it. And I'm not catching
8 you, I'm catching instead of cold, maybe lukewarm. As the case may be. You know, that's, as I
9 remember during a 9th Circuit argument when the Presiding Judge said, "Counsel, what do you
10 think about this, this decision we decided last week?" And I was like, "Mm, to be honest with
11 you I don't know what you're talking about." And he turned to his other Judges and he said,
12 "You know, maybe I should have told them I wanted to talk about this before the, before the
13 hearing." So, I wanted to do everyone the courtesy of letting them know what's on my mind.
14 Because if I'm' missing something, which, you know, I'm willing to be, I'm willing to be wrong
15 on this. So, I just need to be educated about it. Okay? So, I guess we will turn to the Applicant.
16 Who's gonna speak for the Applicant?

17 LINDSEY SOLARIO: I will.

18 HEARING EXAMINER: And Ms. Solario. Please raise your right hand. Do
19 you solemnly swear or affirm that the testimony you are about to give in this proceeding is true
20 and correct?

21 LINDSEY SOLARIO: I do.

22 HEARING EXAMINER: And we need your name, and your business. You're
23 with Core Design and your address please.

24 LINDSEY SOLARIO: Yes. My name is Lindsey Solario. With Core Design.
25 Core Design is located at 12100 NE 195th St., Suite 300, in Bothell, Washington 98011.

1 HEARING EXAMINER: What do I need to know?

2 LINDSEY SOLARIO: Alright. I have the brief project overview presentation
3 that I would like to share.

4 HEARING EXAMINER: Okay.

5 LINDSEY SOLARIO: (Inaudible).

6 HEARING EXAMINER: Now, is this the PowerPoint you sent in earlier? I'm
7 sorry?

8 LINDSEY SOLARIO: Yes. It is.

9 HEARING EXAMINER: Okay. So, and what we do is with the PowerPoint
10 and, of course, we have a .pdf of the PowerPoint and the .pdf will be the actual exhibit in the
11 record.

12 LINDSEY SOLARIO: Okay.

13 HEARING EXAMINER: Okay? Okay. That's how we do that.

14 LINDSEY SOLARIO: Okay. Perfect. Alright. Thank you very much, Mr.
15 Examiner. I'll be presenting a project overview for the Cathcart Crossing project. The Project
16 No. is 21-017654 SPA. Alright? Next slide please.

17 For this project the following team members are present today and have
18 background on the project and have completed all of the project work. They're also available
19 for questions today if necessary. Myself, again, Lindsey Solorio, Project Manager, and
20 Landscape Architect with Core Design. Mathew Stefannson, Civil Engineer with Core Design.
21 And then also Robert Nicks, Senior Planner of Core Design. For Soundview Consultants,
22 Mathew Decaro, Wetland Scientist. With Kimley-Horn, Brad Lincoln, P.E., Traffic Engineer.
23 Wattenbarger Architects, Travis McDanold, Architect. With Earth Solutions Northwest, Henry
24 Wright, P.E., Geotechnical Engineer. And with Hermanson Traffic Engineering, Robert
25 Hermanson, P.E., Traffic Engineer. Next slide, please.

1 Next, I will share an overview of the project. Next slide. The subject site is
2 located at the intersection of Cathcart Way and State Route 9. To the north is the existing
3 Cathcart Operations Center, with light industrial zoning. To the south is single-family
4 residential with Rural 5-acre zoning. To the east is single-family residential with Rural 5-acre
5 zoning. And to the west is also the Cathcart, pardon me, Cathcart Operations Center with light
6 industrial zoning.

7 HEARING EXAMINER: And Ms. Lori, and my understanding is this property
8 is owned by the County?

9 LINDSEY SOLARIO: Correct.

10 HEARING EXAMINER: So, is that gonna be a, are your folks gonna end up
11 buying it from the County, or just leasing it from the County? How is that gonna work?

12 LINDSEY SOLARIO: Uh, yes. There's a Purchase and Sale Agreement that
13 will be finalized in the near future here.

14 HEARING EXAMINER: Okay.

15 LINDSEY SOLARIO: Okay? Alright. Next slide, please. Alright. The
16 existing Parcel Number is 28053600301100. And it's a vacant 31-acre parcel that is zoned PCB.
17 It has 10 wetlands that are distributed throughout the site and Garden Creek that runs north to
18 south in the central part of the site. The site is generally flat with rolling slopes, and it's also
19 forested. Next slide, please.

20 The services available to the site currently include Silver Lake Water and Sewer
21 District for both water and sewer service. Snohomish Regional Fire and Rescue. Snohomish
22 County and Public Utilities District No. 1 for electrical. And Snohomish School District No.
23 201. Next slide, please.

24 For the application history, the initial application was made on April 21, 2021,
25 and was deemed complete also that day. On April 15th of 2022, the most current plans are the

1 Site Plan Application, Binding Site Plan, ERDS Site Plan, and Landscape Plans were received.
2 On May 11, 2022, the SEPA Determination of Non-Significance was made.

3 HEARING EXAMINER: Has there been any appeal of the SEPA
4 Determination?

5 LINDSEY SOLARIO: No, there hasn't.

6 HEARING EXAMINER: Okay. Thank you.

7 LINDSEY SOLARIO: Alright. Next slide, please. Perfect. The project
8 includes two commercial lots in the northwest and southeast corners of the developable area, as
9 well as three tracts for both future development and CAPA areas; 286 townhomes are proposed.
10 The other areas for public benefit also proposed include parks, over 32,000 square feet of open
11 space, a new Lyft station. In addition, this project proposes wetland creation, as well as
12 mitigation area and, um, in the critical area portions of the site. Next slide, please.

13 This slide represents some representative images of the commercial buildings,
14 the mini-storage buildings, and also the townhome buildings. This is a sampling of the
15 architectural style that's proposed with this project. Next slide, please.

16 This project will be constructed in three phases. The first (inaudible) in 10 being
17 the commercial areas, the two commercial lots. The eastern portion of the townhomes, as well
18 as the road improvements and right-of-way areas that are associated with this project. The
19 second phase will be the pink areas in the central part of the site. And the third phase will be the
20 blue areas that are on the western side of the development. Next phase, please. I'm sorry, slide.

21 Public comments received for this project so far have been grouped into the
22 following topics: traffic, generally about the increase of traffic and road conditions with more
23 development; storm water and the specifics of the design; zoning and urban growth areas, just
24 general compliance with standards; WSDOT, the need for comprehensive planning and
25 coordination in the Maltby areas; and also, critical areas, the impacts and preservation of the

1 existing areas on-site. Next slide. Oop, that's it. Okay. Well, this concludes my presentation,
2 and thank you very much.

3 HEARING EXAMINER: Ms. Solario, is there anyone else from the Applicant
4 who is going to speak at this point?

5 LINDSEY SOLARIO: Uh, yes, there is, actually. Here I will pass the baton to
6 Matt Decaro, who will speak about critical areas.

7 HEARING EXAMINER: Okay. Mr. Decaro, raise your right hand, please. Do
8 you solemnly swear or affirm that the testimony you are about to give in this proceeding is true
9 and correct?

10 MATT DECARO: I do.

11 HEARING EXAMINER: I'm just gonna need your name and your business and
12 your business address please.

13 MATT DECARO: My name is Matt Decaro. I work with Soundview
14 Consultants. We are located at 2907 Harborview Drive, in Gig Harbor, Washington 98335.

15 HEARING EXAMINER: Thank you. So, what do I need to know?

16 MATT DECARO: So, I'm an Associate Principal and Senior Scientist with
17 Soundview. We're a natural resources consulting company. And we were hired by the
18 Applicant as their consulting biologist. We started working on this project in 2020, and over the
19 subsequent years we completed wetland and stream delineations, habitat assessments, mitigation
20 planning, and the associated documentation and applications.

21 As Lindsey said in total there are 10 wetlands located on-site, and one stream,
22 which is called Garden Creek. And it flows to the north. All of our delineations, classifications
23 and buffer determinations were reviewed and approved by Snohomish County. And no other
24 regulated habitat, including endangered species, Bald Eagles, etc., are located on-site.

25

1 The project proposes to fill one wetland. It's about 2,000 square feet. And it's
2 called Wetland E-CS2. It is considered a BMP wetland by Snohomish County. That's the term,
3 the slang that the County utilizes for wetlands that meet the Minor Development Activity
4 Exception criteria in the critical areas code. So, it's Snohomish County Code 30.62A.510. That
5 Wetland meets that criteria. In addition, indirect wetland impacts are proposed to Wetland C-
6 CS2, and I can, I'll talk about that a little bit more in a bit. And other administrative buffer
7 modifications are proposed too, to accommodate the required roadways, utilities, and storm
8 water infrastructure.

9 In addition to the County's submittal, we also submitted an application to the
10 U.S. Army Corps of Engineers for a nationwide permit, for that approximately 2,000 square feet
11 of wetland fill, to Wetland E-CS2. The Army Corps emailed me, I believe it was Friday, and
12 said that they have started drafting that permit and they plan to, hope to finalize it this week.
13 They indicated that the consultation with the Tribes under both the Endangered Species Act and
14 Section 1.06, which is cultural resources, is complete, and all the Tribal concerns are now
15 resolved.

16 As mitigation for the proposed project, we will be creating over 19,000 square
17 feet of new wetland area, which exceeds the County's minimum requirements. We'll also be
18 creating 76,000+ square feet of new buffer that is not buffer now. And just about 52,000 square
19 feet of buffer enhancement. Taking buffer that's, and improving it. That on-site mitigation is
20 possible due in large part to a pretty significant redesign that the Applicant made.

21 We initially envisioned building a bridge across Garden Creek and building on
22 the western side of the site as well for more residential townhomes. After negotiation and
23 coordinating with the County, as well as the Tulalip Tribes, we, the Applicant decided to remove
24 that development from the site plan and utilize that western portion of the site as mitigation. So
25

1 now there's no development proposed over there. We're preserving it, building wetland,
2 making it nicer.

3 So, and so on that note I was reviewing the exhibits for this hearing and there
4 were some involving the Tulalip Tribes. There is more recent communication with them
5 though, and they did document directly to the Army Corps of Engineers that they have no
6 additional comments or concerns following our revised mitigation plan.

7 Lastly, I wanted to elaborate on those indirect wetland impacts to Wetland C-
8 CS2, which is on the east side of the creek. That term, "indirect wetland impacts," is, it's
9 common in our industry and it, it's not a wetland fill, which is a direct impact. But it's an
10 indirect wetland impact, which means we cannot provide the standard buffer for it in order to
11 provide the necessary roadway and utilities and storm water. So, we're proposing the, utilize the
12 Innovative Development Design provisions. That's under Snohomish County Code 30.62A.350.
13 For two reasons. One is to conform with some nuances related to the new effective impervious
14 surface standards. I can elaborate on that later if you have questions. As well as several of the
15 residential units are located in that buffer for Wetland C-CS2. To compensate for those impacts
16 we are doing several things. It's a combination of LID, Low Impact Development, full storm
17 water treatment and dispersion, and that wetland creation in exceedance of the minimum
18 requirements on the western side of the site. So our mitigation plan and the proposed use of that
19 Innovative Development Design was reviewed and accepted by Snohomish County staff. So
20 that is all I have Mr. Examiner, and thank you.

21 HEARING EXAMINER: I guess my question is the last thing in the record I
22 have from Tulalip is May 19th. There is a reference in one of the public comments to Tulalip
23 comments as recently as June the 7th. So, maybe this might be more appropriate for PDS, but
24 I'm gonna throw it out there, that I don't feel I have a complete picture, a complete accurate
25 picture of Tulalip's comments and where they are right now. So, I'm just gonna throw that out

1 there that based on the record I have, other than your testimony, the record doesn't say that. So,
2 there we go. Okay? Thank you. Okay. Who's next?

3 LINDSEY SOLARIO: Mr. Examiner, next I would like to pass the baton to
4 Brad Lincoln to speak about traffic.

5 HEARING EXAMINER: Okay. Mr. Lincoln, you know this drill. Do you
6 solemnly swear or affirm that the testimony you are about to give in this proceeding is true and
7 correct?

8 BRAD LINCOLN: I do.

9 HEARING EXAMINER: Thank you.

10 BRAD LINCOLN: I am Brad Lincoln, currently with Kimley-Horn. Previously
11 with Gibson Traffic Consultants. My address is 22722 29th Dr. SE, Suite 100, Bothell,
12 Washington 98021. So, I was the Traffic Engineer. We submitted two, both the initial TIA,
13 which was in April 20, 2021, and then a revised TIA, comment and response, November, 2021.
14 The comment and response addressed revisions to the trip generation and addressed some
15 comments, I think the biggest change was some comments from staff regarding the trip
16 distribution. And then because of those changes in the trip distribution, there was some
17 additional arterial analysis that was conducted. The staff deemed the development concurrent
18 based on Snohomish County Code 30.66B.160.2.a.

19 And the, an overview of how the County evaluates concurrency, the County
20 evaluates it based on the operations, or how long it takes to get from point A to point B along
21 specific roadways within the County. It's not based on how a single intersection operates. So,
22 it's a little different than some of the other jurisdictions in the area. Again, just to reiterate, it's,
23 so, for Cathcart Way, for instance, it's from how long does it take to get from SR-9 to
24 Snohomish-Cascade Drive, or vice versa. And not just how an intersection, such as Snohomish,
25

1 sorry, SR-9 at Cathcart Way operates. So, for this development, overall there were three
2 arterials that were impacted and analyzed.

3 They are 180th St. SE, which is between SR-527; 35th Ave., that is Arterial Unit
4 206, that was evaluated for the eastbound direction in the p.m. peak hour, and it was shown to
5 operate above the threshold of 13 miles per hour. And it's important to note that for that Arterial
6 there are some planned improvements that were not included. So, arguably that was a
7 conservatively low estimate of what the future operations will be and (inaudible) that they would
8 actually operate better than that, or faster than that.

9 The second arterial is Arterial Unit #259. That was analyzed in the November,
10 2021 report as, it was impacted with 50 directional based on the comments from Snohomish
11 County staff. That was evaluated both in the a.m. peak hour and the p.m. peak hour. Both
12 directions were shown to operate acceptably.

13 And the last arterial that was analyzed is Arterial Unit 367, which is Cathcart
14 Way from Snohomish-Cascade Drive to SR-9.

15 Sorry, I forgot to identify the second arterial, #259. That's Cathcart Way from
16 SR-96, Seattle-Hill Road intersection over to Snohomish-Cascade Drive.

17 So, in essence, we looked at that whole section of road, Cathcart Way, it goes by
18 a couple of different names, all the way from SR-96 on the west end to SR-9 on the east end.
19 And, during both the a.m. and peak hour, a.m. and p.m. peak hour. And both were shown to
20 operate acceptably.

21 There are some improvements that will be done along the frontage of the
22 development, both to Cathcart Way and SR-9. And those improvements are likely to include
23 some improvements, the signal specifically for SR-9 at Cathcart Way. So, those were included
24 in our analysis. Those improvements to SR-9 have been approved, that were approved and
25 approved by Snohomish, um, WSDOT.

1 It's important to note that the development staff identified, and we agree with
2 staff, that the development does not impact, nor does it create any inadequate road conditions.
3 As part of the analysis we did account for, there's a new planned signal in the northwest section
4 of the development that will align with the current access road to the maintenance yard. That's
5 planned to be signalized. That was included and accounted for in the analysis.

6 And there has been a couple of (inaudible) regarding specific intersections along
7 Cathcart Way. One specifically is 81st Ave. It's not a signalized intersection, but it is accounted
8 for in the analysis in the fact that if you're, for instance, going eastbound. So traveling from the
9 SR-96, Seattle-Hill Road intersection towards SR-9, and there's a vehicle that turns right from
10 Cathcart Way onto 81st Avenue that will slow down. Or it'll take you longer to get through that
11 section. That time is accounted for. There's not, that intersection isn't specifically included.
12 But the impacts of the intersection on the arterial are accounted for.

13 I think the last two pieces, I just want to reiterate, is the impacts to SR-9 and the
14 improvements that are being done to that. WSDOT has reviewed and approved those. Those
15 were designed according to the Preliminary Channelization Plan that WSDOT has for SR-9.
16 That includes additional frontage. It includes sidewalks. It includes a southbound right turn
17 lane. So, it provides additional right-of-way for additional channelization. Particularly in the
18 northbound direction that's planned.

19 And lastly, the mitigation fees, I think that's part of the revisions to the Staff
20 Report. There's transportation demand management fees of approximately \$73,000.
21 Snohomish County fees for the residential portion. That's a little more than \$1,000,000. And
22 Snohomish County fees for the commercial portion are a little less than \$370,000. There's also
23 fees to the City of Mill Creek totaling approximately \$350,000.

24 There, the WSDOT improvements to SR-9 are part of WSDOT's fee basis. So,
25 those improvements are creditable to WSDOT traffic mitigation fees. So, it's not anticipated

1 that there will be any fees necessary to WSDOT, assuming the improvements are done based on
2 review and approval by WSDOT.

3 I think that hits a lot of the overview of traffic, and a lot of the high points of
4 some of the comments. And I hear to answer any questions that you have, Mr. Hearing
5 Examiner.

6 HEARING EXAMINER: (Inaudible), but the day is still young. Thank you,
7 Mr. Lincoln.

8 BRAD LINCOLN: Thank you.

9 HEARING EXAMINER: Ms. Solario, who's next?

10 LINDSEY SOLARIO: Next, Henry Wright will be speaking about the
11 geotechnical aspects of this project.

12 HEARING EXAMINER: Alright. Raise your right hand please. Do you
13 solemnly swear or affirm the testimony you are about to give in this proceeding is true and
14 correct?

15 HENRY WRIGHT: I do.

16 HEARING EXAMINER: Okay. And your name and business, and business
17 address, please.

18 HENRY WRIGHT: Yea, my name is Henry Wright. I'm an Associate Principal
19 Engineer at Earth Solutions Northwest. Our address is 15365 NE 90th St., Suite 100, Redmond,
20 Washington 98052.

21 So, we have been providing geotechnical consulting services for the proposed
22 project, including preparation of a Geotechnical Engineering Study. And as part of the
23 Geotechnical Engineering Study we completed subsurface exploration, which consisted of 33
24 test pits and six borings throughout the subject site. Groundwater monitoring wells were
25

1 installed within the six boring locations, and groundwater levels were monitored from
2 September 20, 2020 through February of 2021.

3 The subsurface exploration and the groundwater data was collected to
4 characterize subsurface conditions at the site, and to support the geotechnical analysis, and
5 provide recommendations for the proposed project. As part of our analysis we evaluated low-
6 impact development best management practices feasibility for the site and proposed project,
7 which included evaluation of subsurface conditions, site surface conditions, proposed grading,
8 and other potential on-site and off-site impacts.

9 And as part of the report we included recommendations for the overall project.
10 And that is all I have to present for now.

11 HEARING EXAMINER: So, let me ask you. Let's talk about feasibility of
12 infiltration.

13 HENRY WRIGHT: Yea.

14 HEARING EXAMINER: Tell me what you found.

15 HENRY WRIGHT: Generally we found ice contact deposits underlined by
16 bedrock. And the ice contact deposits were variable throughout the site. Some areas were high
17 silt content. Very low permeability. Some areas were more, in some areas we actually had
18 glacial till, rather than ice contact. But it was kind of variable. And then other areas, we hit
19 some sands and gravels, which tended to have water within them during the time of evaluation
20 and observation. So, the upper soil conditions were somewhat variable throughout the site.
21 Bedrock was hit at varying depths in some areas of the site. So, with those conditions we didn't
22 identify any areas that were really suitable to target for infiltration without potentially impacting
23 parts of the proposed project or off-site conditions.

24 HEARING EXAMINER: Thank you. Ms. Solario, what's next?

25 LINDSEY SOLARIO: Next, Matt Stefannson will speak about storm water.

1 HEARING EXAMINER: Oh, there he is. I couldn't find him on my screen.

2 Sorry about that.

3 MATT STEFANNSON: Oh, no problem.

4 HEARING EXAMINER: Do you solemnly swear or affirm that the testimony
5 you are about to give in this proceeding is true and correct?

6 MATT STEFANNSON: I do.

7 HEARING EXAMINER: So, you know the drill by now.

8 MATT STEFANNSON: Yea. My name is Matt Stefannson, Civil Engineer
9 with Core Design at address 12100 NE 195th St., Suite 300, in Bothell, Washington. Address
10 98011. So, we have provided storm water plans and reports for the project. And so I'll be
11 giving that overview of our storm water design and how we're complying with the County codes
12 and requirements for the project.

13 So, the existing project site consists of two threshold discharge areas. The east
14 and west as defined in the Snohomish County Drainage Manual. The eastern threshold
15 discharge area drains to three general locations, which are the Cathcart Way conveyance system
16 north of the site. The SR-9 conveyance system east of the site. And the culvert east of the site
17 under SR-9 that drains to the east. All three of these discharge points for the eastern threshold
18 discharge area connect within one-quarter mile downstream of the site in an Unnamed Creek
19 and ditch system east of the project site and east of SR-9.

20 The western threshold discharge area drains through Garden Creek in the
21 western portion of the site, and it exits the site flowing north under Cathcart Way.

22 In the developed condition, the size of both the east and west threshold discharge
23 areas will match the size of these areas in the existing condition. We proposed three detention
24 vaults for the eastern drainage area that will each drain to the separate discharge points described
25 above. All of which meet within a quarter mile downstream. And each of these vaults have

1 been designed to meet the Flow Control Standard per minimum requirement No. 7 of the
2 Snohomish County Drainage Manual.

3 Full dispersion trenches are proposed to mitigate the storm water from the
4 western threshold discharge area. And, so, by meeting the requirements of the full dispersion
5 BMPT5.30, the run-off directed to these trenches meets the Flow Control Standards of minimum
6 requirement No.7, and the Water Quality Treatment Standards of minimum requirement No. 6.

7 The western drainage area is also located within 300 feet of Garden Creek, and
8 was required to comply with the new effective impervious surface restrictions from Snohomish
9 County Code Section 30.62A.320. And, so, the full dispersion trenches mentioned previously
10 were used to create an effective impervious area in the west directional discharge area in order to
11 comply with the requirement, which allows 10% effective impervious area within 300 feet.
12 And, so, we've mitigated all of our impervious within the western discharge area with full
13 dispersion.

14 For the –

15 HEARING EXAMINER: Okay. (Inaudible) water quality treatment in both
16 areas. How are you handling water quality treatment in both areas?

17 MATT STEFANSON: Yea. So, for the eastern directional discharge area
18 we're providing water quality treatment based on the development type. And, so, for the
19 residential portion of the site, and the mini-storage commercial area, these areas will receive
20 enhanced water quality treatment through storm water filters with general use level designation
21 from Washington State Department of Ecology. The restaurant commercial building drainage
22 area will receive (inaudible) control water quality treatment, because it's considered a high use
23 site. That will be located up stream of detention. And then an enhanced water quality treatment
24 filter will be located downstream of the detention facility.

25

1 And then the last topic that I wanted to go over here was our storm water BMP's
2 that Henry mentioned in his explanation. And, so, we've implemented these to the maximum
3 extent feasible in order to comply with minimum requirement No. 5. The infiltration BMP's
4 were not feasible to the proposed soil conditions on site, and the lack of locations available that
5 were away from buildings and walls. And, so, we've provided the full dispersion within the
6 western threshold discharge area. And then we're also providing basic dispersion within the
7 eastern threshold discharge area. And that's all I've got. Thank you, Mr. Hearing Examiner.

8 HEARING EXAMINER: Thank you. And I've asked my questions, as you
9 know, during the, during your presentation. So, but if there are more questions, I'll be sure to
10 ask them. Thank you.

11 MATT STEFANNSON: Thank you.

12 HEARING EXAMINER: Thank you.

13 LINDSEY SOLARIO: Mr. Examiner, next I'd like to invite Duana Kolouskova
14 to discuss the purpose of this hearing.

15 HEARING EXAMINER: Okay. Ms. Kolouskova, are going to testifying or
16 arguing? Makes a difference whether I swear you in (inaudible).

17 DUANA KOLOUSKOVA: Arguing, of course. (Laughter).

18 HEARING EXAMINER: I'm sorry? Arguing, of course? So let me explain to
19 the public that in judicial and quasi-judicial proceedings lawyers, when they are arguing, are not
20 sworn in all. Although the Rules of Professional Conduct do require that they be candid with
21 the tribunal. And, so, there is a separate duty to be candid with the tribunal on pain of losing
22 their license. So, that's why the folks don't misrepresent things to judicial officers, is because
23 they can lose their license. They don't need to be sworn in because they will have their peril.
24 So, I will not take anything Ms. Kolouskova says as evidence, substantive evidence. However, I
25 will consider it as arguments, not substantive evidence.

1 DUANA KOLOUSKOVA: Thank you, Mr. Hearing Examiner. And I do not
2 actually present substantive evidence. As an attorney *in candor* includes more than a duty to be
3 honest, but to fully disclose to the tribunal. So, I acknowledge and recognize that is my role in
4 this, in all proceedings.

5 Mr. Examiner, if we look at 30.31A.200, Subsection 3, you will see that there is
6 a discussion as to the County Council initiating a rezone as part of its Comprehensive Plan
7 process. And I understand that this work was done back in the '90's. Ms. Abbott, I'm sure, can
8 cover that piece. But the actual follow on property specific hearing, that's then covered in the
9 second half of Subsection 3, still needs to occur for the PCB, because the site is five acres or
10 larger in size. So we've submitted the Preliminary Site Plan under this Code section, and now
11 the matter is to proceed per Hearing Examiner review and approval by you.

12 I would also reference the Examiner to Section 30.31A.220, which also
13 acknowledges that under the Binding Site Plan process for our particular zoning there is an
14 understanding of the Examiner review. And that your conditions of approval will also appear on
15 the Binding Site Plan (inaudible) of things.

16 HEARING EXAMINER: Alright. And so let me make sure I understand. So,
17 presumably, and we'll find out, I suppose from Ms. Abbott, that this was zoned by County, by a
18 County initiated rezone to PCB. And because of that County initiated rezone as part of the
19 Comprehensive Plan (inaudible) that triggers Sub 3 of 200. And the last (inaudible) of 300, says
20 that is the Preliminary Site Plan as required for Hearing Examiner review and approval. So,
21 kinda converting it there to, awkward as all get out from the (inaudible) stand point. But, that's
22 what (inaudible) I understand the argument.

23 DUANA KOLOUSKOVA: Thank you, Mr. Examiner.

24 LINDSEY SOLARIO: Next, Mr. Examiner, I would like to invite Travis
25 McDanold to speak about architecture.

1 HEARING EXAMINER: Oh, there he is. And if you'll, if you'll pardon me,
2 I've got a screen of everybody and I'm trying to figure out what it goes to, where am I looking
3 next.

4 TRAVIS MCDANOLD: Understand, Sir. Yep.

5 HEARING EXAMINER: Mr. McDanold, would you raise your hand, please?
6 Do you solemnly swear or affirm that the testimony you are about to give in this proceeding is
7 true and correct?

8 TRAVIS MCDANOLD: Correct. Yes, I do.

9 HEARING EXAMINER: Thank you.

10 TRAVIS MCDANOLD: I am Travis McDanold. I'm a Principal with
11 Wattenbarger Architects. Our address is 11000 NE 33rd Place, Suite 102. And that's Bellevue,
12 Washington 98004. And I'm just gonna speak briefly regarding the proposed townhouse
13 building designs for the project. As a PCB zoned project here, the Snohomish County Code
14 points to the MR Zoning requirements for the purposes of height, bulk and design requirements
15 for a residential project in the PCB Zone. So, therefore, those are the governing standards for
16 the townhouse designs on the project. Exhibits have been provided which demonstrates some
17 preliminary building plans and elevations.

18 Generally, the townhouse component will consist of individual residential
19 townhouse units, each are three stories and vary in overall size from 1,500 to about 2,000 square
20 feet each, with a mix of two, three and four bedroom units. They will all utilized pretty typical
21 residential construction means and methods. Wood framing. These are generally non-rated,
22 non-fire-rated buildings, except for the party wall that which divides them along potentially
23 future parcel lines.

24 The exterior designs as shown in the exhibits are primarily intended to
25 demonstrate our compliance with urban residential zoning, urban residential design standards as

1 outlined in the Snohomish County Code. So, therefore, they indicate three design standards with
2 the use of changes in building plane with the use of varying roof lines with pitched roofs, with
3 intervals not exceeding 40 feet. As well as a third provision that we're pointing to for balconies,
4 bays and additional changes in wall plans.

5 Additionally, there is a requirement for transparency standards that's also
6 indicated in our plans. Front façade elevations are required to have a 20% minimum
7 transparency standard, which our exhibits demonstrate. As well as requirements for porch
8 design variation and as well as a landscaped front door yard. So, our elevations and plans we
9 feel demonstrate compliance with that. And, of course, those are further elaborated during the
10 commercial building permit process and our drawings at that time will demonstrate full
11 compliance with narrative and diagrams indicating as such.

12 There's also the two commercial buildings. A preliminary elevation set was
13 provided by a potential development partner, which demonstrates overall compliance with the
14 height and bulk requirements for the commercial zoning under the PCB standards and
15 requirements. And also demonstrates some materials and general architectural aesthetic that is
16 intended to compliment and coordinate with the proposed townhome design. That's all I have.
17 Thank you for your time.

18 HEARING EXAMINER: Thank you.

19 LINDSEY SOLARIO: I would like to wrap up the Applicant portion of this
20 presentation by thanking you for your time, Mr. Examiner, and we believe that the project has
21 met the necessary requirements under Snohomish County Code. And we're looking forward to
22 have this project proceeding.

23 HEARING EXAMINER: Could we talk a little bit about the landscaping plans?
24 (Inaudible), Ms. Solario. And I'm especially curious about putting a basketball court next to
25 SR-9 with a six foot cedar fence. And I'm told that not everybody is as accurate as I am in

1 shooting hoops. And I have to wonder about the wisdom of only a six foot fence and orienting
2 the hoop so that one is shooting towards SR-9. I'm not sure I have any authority over that, but I
3 just want to throw that out there that I'm not convinced that's the wisest of solutions and
4 orientations.

5 LINDSEY SOLARIO: Sure. I'd be happy to speak to that.

6 HEARING EXAMINER: Sure.

7 LINDSEY SOLARIO: The landscape plans, and specifically the park areas may
8 have additional detail in the future phases with the land disturbance permit. But it would be
9 appropriate to include a 10 foot height chain link backing around the back of a basketball hoop
10 to help people be more accurate. And just for general safety in the park area. As for the general
11 landscape plans there's required buffering around the perimeter of the project. And there's
12 street scape provided. And as well as two different play areas for the community located in the
13 northeast corner and also on the south entrance to the property. And these would be typical of
14 park facilities and have play structures. And there's a, walking trails, and just opportunities for
15 recreation, in general.

16 HEARING EXAMINER: What tree canopying?

17 LINDSEY SOLARIO: I'm sorry. Pardon me?

18 HEARING EXAMINER: Tree canopy?

19 LINDSEY SOLARIO: Oh, tree canopy. Yes. So, this project proposes to retain
20 46% of the existing tree canopy. And, therefore, no additional supplemental trees are required
21 to meet the tree canopy requirement.

22 HEARING EXAMINER: Thank you. Anything more at this point?

23 LINDSEY SOLARIO: I believe that-

24 HEARING EXAMINER: Mr. Mirante has got his hand up, so I'm just shift over
25 to him. Mr. Mirante if you would raise your right hand please, and unmute yourself? Unmute

1 yourself first? There we go. Do you solemnly swear or affirm that the testimony you are about
2 to give in this proceeding is true and correct?

3 JOHN MIRANTE: Yes, I do.

4 HEARING EXAMINER: Okay.

5 JOHN MIRANTE: You think we were gonna get away without me speaking
6 today (laughter). Just a couple of things I wanted to clarify for the record. I believe Exhibit K.1
7 is the June 7th memo from the Tulalip Tribes. And also, we have entered into the record a
8 subsequent email discussing the Tribe, the Tribes comments about the U.S. Army Corps of
9 Engineers. The email associated with that has also been requested to be entered into the record
10 by Ms. Clarkson. (Inaudible).

11 It appears a couple other things have come in last minute before the hearing
12 and/or during the hearing. And, while I don't want to form or launch a formal objection, I just
13 wanted to point out a couple things. Let's see. It appears that a comment came in, oh, via email,
14 let's see. Gosh, darn it, I had it in front of me and I lost it. And I can't find who it came from.
15 Maybe Ms. Clarkson can help me. It appeared to be comments related to a separate application
16 to the south, which we have (inaudible) to as the Cathcart Park and Ride. There were some
17 comments and questions regarding that application that's not part of, not part of this hearing
18 today. So, we put it under a separate forthcoming application (inaudible), hopefully very near
19 future.

20 In addition to that, there's been an, I believe Ms. Gray had submitted some
21 information for the record here today. And, again, while not trying to knit pick, it had to do with
22 SEPA determination and objecting. This is not a SEPA hearing. Mr. Examiner, I know you
23 know that. That being said, there are a number of issues mentioned in there that could be under
24 the purview with respect to site plan, critical areas, traffic and what not. And, of course, we
25

1 have addressed fully all those items today. And this is certainly not a hearing (inaudible) under
2 a SEPA appeal. (Inaudible). That being said, I'll yield the floor.

3 HEARING EXAMINER: Yield back, I think is the term (inaudible). Okay.
4 Ms. Solario, you seem to be the leader of the ceremonies. You're the moderator. Who else
5 from the Applicant team at this point in time?

6 LINDSEY SOLARIO: That concludes our consulting, actually.

7 HEARING EXAMINER: Great. Thank you. Well, now I'll go to the Planning
8 Department to ask them to talk about their review. Then after the Planning Department does
9 their comments, I will review my notes to see if I have anything further in terms of questions.
10 And then after that, then we'll go to public comments. Okay? So, Ms. Abbott, I think you're,
11 it's your turn.

12 STACEY ABBOTT: Good afternoon.

13 HEARING EXAMINER: So, let's swear you in. (Inaudible). Let me swear at
14 you. Do you solemnly swear or affirm that the testimony you are about to give in this
15 proceeding is true and correct?

16 STACEY ABBOTT: I do.

17 HEARING EXAMINER: Okay.

18 STACEY ABBOTT: Well, first off I do have some-

19 HEARING EXAMINER: First off, you need your name, and who you work for
20 and-

21 STACEY ABBOTT: Oh, I apologize.

22 (Discussion between Hearing Examiner and Stacey Abbot)

23 STACEY ABBOTT: I'm Stacy Abbot with Snohomish County Planning and
24 Development Services at 3000 Rockefeller Avenue, Everett 98201. I was the Senior Planner
25 assigned to this project. And the exhibits and the staff recommendation were submitted by me.

1 The, first off, I guess I would like to address some of the, or the revisions to the
2 staff recommendation that was submitted. I did send out the most current copy right before the
3 hearing. So, Mr. Examiner, you should have the copy that I'm going to refer to as well as the
4 Applicant. So, starting with page 2, sewer service was corrected to Silver Lake Water.
5 Somehow I got the Fire District in there.

6 Then on page 27, there was an error in a calculation. So, I've done a strike-
7 through with the paragraph and replaced it with the same paragraph with the only, the numbers
8 being changed. The new a.m. peak hour trips and p.m. peak hour trips. Those are highlighted in
9 red.

10 Also, the numbers changed in the Tables that were located, that are located on
11 pages 30 and 31.

12 And then on page 33, there was a note of clarification of what the Applicant had
13 elected to do. There, the section that says reconstruct the entire Cathcart Way cross section was
14 removed and replaced with construct shared use paths on both the north and south side of
15 Cathcart Way.

16 On page 40, there was also an error in the calculations for the TDM. So, at the
17 bottom of the page there you can see that there was a paragraph that was, is now striked through
18 that, and the corrections are noted in the following paragraph in red.

19 Page 41, same thing. A strike-through on that paragraph. The following
20 paragraph, with the corrections noted in red.

21 And then down to the conditions. So, I think this was previously noted as
22 Condition 15. That was revised from, yea, to eliminate end state road from that previously
23 numbered 15 paragraph. And a new condition was added under the general conditions section,
24 which reads prior to work within the site State right, State right-of-way use permit shall be
25 obtained and possessed to the satisfaction of WSDOT.

1 So, the calculations that were revised in the findings then those numbers needed
2 to be correct also in the Conditions. So, on page 47, those are now revised underneath the table.
3 Again, those previous paragraphs were, there's strike-through, and then the next paragraphs, the
4 revisions are in red. Page 49 and the top of 50, there was two conditions that were put on there
5 twice. So, I recommended eliminating those and the conditions are going to be then under 50
6 and 51. And those were revised also due to the amounts, because of those, the inaccurate
7 calculations, that those numbers were revised.

8 The Applicant had requested some, I guess, a little bit of leeway as far as the
9 timing goes for the, and for Condition 55. And really, that timing is going to be determined by
10 WSDOT. The County's hands are tied as far as being able to completely revise the timing
11 requirements. So, if WSDOT doesn't object to what their proposal is, WSDOT can let us know
12 and we can, we can then accommodate. So, and that's why the addition there is on Number 55.
13 So, that's it as far as the revisions to the previously submitted Staff Report. At least that's all
14 that I have for that.

15 And getting into the review of the project. This project went through several
16 iterations, for the overall site plan, the critical areas, traffic, drainage, all of them, all of those
17 different review disciplines were reviewed by County staff and can recommend approval with
18 the conditions that are noted. And they reviewed that it was complete as noted in the staff
19 recommendation.

20 I would like to get to the rezone question that was brought up earlier. So, back
21 in the '90's, this project was, went through a County initiated rezone process. So, because of
22 that the, it then brings in this Snohomish County Code 30.31.200, paragraph 3. And, which
23 requires a Preliminary Site Plan to be approved by the Hearing Examiner. And that's what
24 brought, is bringing us here today.

25

1 The, as you stated, the BSP and the ERDS site plan, those wouldn't necessarily
2 be before you, just them alone. But because of the Type 2 nature of the public hearing being
3 required for the Preliminary Site Plan we combine them all to be before you.

4 Then I guess that's all that I had as far as my initial statement. Unless you have,
5 if there's any questions for me at this point.

6 HEARING EXAMINER: Well, I think if, are you intending to have subject
7 matter experts of the County speak, or only to address questions, or-

8 STACEY ABBOTT: Only to address questions. I believe that the Applicant has
9 gone over the proposal at length very thorough. There wasn't anything that appeared that we
10 should be addressing at this point. But certainly staff is available if there's any questions.

11 HEARING EXAMINER: I have questions. So, let me start with one I know. I
12 don't know whether you want to take it or whether Ms. Burke does from the Fire Marshal's
13 office. But, recently, I mean, historically I've seen, as I've issued lots of decisions that require a
14 storage steamer port, yaday, yaday, yaday. And recently there was a Petition for
15 Reconsideration that was granted in a Decision amended by the Pro Tem Hearing Examiner to
16 eliminate that because he agreed with the Petitioner that there was no authority for the County to
17 do that. So, my question is: do I have the authority in this County, do I have the authority to
18 require a (inaudible) steamer port, unless Snohomish Regional Fire Authority requires it?
19 Who's gonna take that?

20 LORI BURKE: Do you want me to take it?

21 HEARING EXAMIENR: I'm okay, whoever, as long as I get the information I
22 need I'm agnostic with respect to who provides it. So, Ms. Burke, would you raise your right
23 hand, please? Do you solemnly swear or affirm that the testimony you are about to give in this
24 proceeding is true and correct?

25 LORI BURKE: Yes.

1 HEARING EXAMINER: Thank you. So you know the drill. Introd-

2 LORI BURKE: I'm Lori Burke. I'm the Assistant Fire Marshal for the
3 Snohomish County Fire Marshal's office. In regard to the recent Petition, it was basically
4 determined that those conditions are more appropriately to be placed as construction, or LDA
5 conditions, or conditions of the construction permit. I concur with that. I have concern that the
6 condition just get out there, because the, we have three different types of steamer ports that are
7 approved and allowed in Snohomish County. So, it does depend on what fire district the subject
8 property or development is located in, which will determine what size of the steamer port is
9 required. What size and what type, actually, the steamer port, it needs to be installed. And
10 additionally, the available fire flow needs to be identified on the hydrant in regard to the bonnet
11 of the hydrant, or the top of the hydrant being painted a specific color. I have no objection to
12 providing that as a condition of the construction permit, which was the previous request that was
13 approved and determined by the Pro Tem Hearing Examiner. I have no objection to it being a
14 condition that you place. But, apparently others did.

15 HEARING EXAMINER: I'd like to, I'd like to try to be consistent. There is a
16 famous line about a foolish consistency by Ralph Waldo Emerson, but I'm often foolish, so I try
17 to be consistent.

18 LORI BURKE: I do believe that the recent approach and reconsideration that
19 was submitted is that we are now going to try and make that a condition of the construction
20 permit or the LDA permit.

21 HEARING EXAMINER: I'll go back and take a look at that then. If, for some
22 reason I don't think it can be a condition I will certainly mention it in the body of the Decision.

23 LORI BURKE: Okay. Thank you.

24 HEARING EXAMINER: Okay. So, (inaudible) have it in there, for whatever
25 that's worth. Okay. I thank you Ms. Burke. That question was already answered.

1 I was confused by many things. But, in the previous iteration of the Staff
2 Report, on page 37, there was a comment that the Applicant appears to be proposing
3 improvements within the existing 30-foot unopened right-of-way, as well as the outside of, on
4 the south side of the unopened right-of-way, which appears to be on an adjoining parcel, which
5 is owned by Snohomish County. That adjoining parcel appears to have a future development
6 proposed for a Conditional Use Permit for a park and ride. However, without the Conditional
7 Use Permit being completed, I believe it will a recommended condition of approval. Both a
8 Memorandum of Understanding between Snohomish County and the developer is under contract
9 prior to approval of the development to provide a construction easement agreement for
10 construction of the 148th St. SE on County property if the right-of-way is not (inaudible). Could
11 someone walk me through this, please? Mr. Irwin? Do you solemnly swear or affirm that the
12 testimony you are about to give in this proceeding is true and correct?

13 DAVID IRWIN: I do.

14 HEARING EXAMINER: Thank you.

15 DAVID IRWIN: I'm David Irwin. A PDS Transportation and Development
16 reviewer, 3000 Rockefeller, Everett, Washington 98201. So, this condition was written with in
17 mind that it is a lengthy process.

18 The parcel to the south of the one under development right is owned by the
19 County. It's in, it's in a different, I don't know how to explain it. It's, owned by Public Works,
20 but it's in a different entity. So, it's not as simple as, "oh, let's just transfer this to, to as a right-
21 of-way for a road." They have to go to Council to change that so they can make it as, so it can
22 be used for road purposes.

23 So, let's just say it takes roughly a year to go through that process to do that.
24 And so, there's been an agreement that is under works between the developer and Public Works
25 for a temporary construction easement on that portion, so the Applicant can build the public

1 road. In the interim if that Conditional Use Permit has not gone through when the right-of-way
2 transferred in time. So, it is a recommended conditional approval that before we issue an LDA,
3 a Land Disturbing Activity Permit, that that agreement is established and in place for the
4 construction of that road on a neighboring parcel. That is the intent of that and my apologies for
5 the poor wording.

6 HEARING EXAMINER: Well, you're an engineer, so you're, I know that
7 English is your second language. I'm still trying to understand the MOU, and the MOU with
8 who? So, what you're saying is, is that if we haven't, if they haven't gone through Council for
9 creating that road, then there needs to be some kind of written instrument, written agreement
10 between the County and the Applicant that will effectively do the same thing until such time as
11 it makes it through the process.

12 DAVID IRWIN: Correct.

13 HEARING EXAMINER: Do I have that right?

14 DAVID IRWIN: Correct.

15 HEARING EXAMINER: Okay. Then those, and in your view did the current
16 set of conditions cover that?

17 DAVID IRWIN: Yes.

18 HEARING EXAMINER: Okay. And, I will say that I'm, I had very, I had
19 relatively little time to review a large file. And, so, to some extent I apologize that my review is
20 not as thorough and as complete, and my understanding isn't as thorough and complete as it
21 would have been had I had more time to review the entire file, which I didn't have. Okay. On
22 to the next question. Is a record of survey needed? Ms. Abbott, I think this one's probably
23 yours.

24 STACEY ABBOTT: Yes. A record of survey is needed. The record of survey,
25 along with the Binding Site Plan, will be recorded once, of course, the project has received an

1 approval from the Hearing Examiner. There are, we're fine-tuning items that need to be done
2 with that record of survey. The record of survey and Binding Site Plan has been included in the
3 file, but please note that that is, that may change based on the conditions that come from this
4 hearing. As well as fine-tuning the survey items that are required.

5 HEARING EXAMINER: Okay. And my understanding is Condition 60, per the
6 original Staff Report, not the new one came in today, are requiring the CCR's to be signed by
7 the property owners and there's only one property owner at this point, which is the County. Do
8 I have that right?

9 STACEY ABBOTT: At this point in time that's right. That's right. Oftentimes
10 the properties change, change hands between hearing and final approval. So that's a standard
11 condition.

12 HEARING EXAMINER: Alright. And I fully expect the County is not going to
13 be (inaudible).

14 STACEY ABBOTT: I would expect not.

15 HEARING EXAMINER: That would be surprising. I guess I, and I will
16 disclose this. Years ago, probably a decade or so ago, when I was an Executive Director for the
17 County, there was minimal discussion about the site. At that time the expectation was that it
18 was gonna become a strip mall. So, that was my only involvement with this site, and that was
19 over 10 years ago.

20 STACEY ABBOTT: That it was what? I'm sorry-

21 HEARING EXAMINER: It was gonna be a strip mall.

22 STACEY ABBOTT: A strip mall. Got it.

23 HEARING EXAMINER: But the park and ride on the other side of it was, and
24 talked about, was talked about even then. Although Community Transit did not at that time
25 extend service out to that area. It wasn't part of the Community Transit service area. I think

1 that the last vote on that went, it went down in flames. It lost. So, the service area was not
2 expanded. But that's not under my control.

3 STACEY ABBOTT: Yea, well, they, I can tell you that a Conditional Use
4 Permit has been applied for, and I would expect that that file to be before you this year.

5 HEARING EXAMINER: You're gonna keep me busy. Thank you for that.
6 Okay. Anything else from the County? Ms. Swaim, you're off the hook I think for the moment
7 regarding critical areas. Anything else at this point from the County?

8 STACEY ABBOTT: Not at this time. Thank you.

9 HEARING EXAMINER: Okay. Thank you. Okay, now I'm gonna switch to
10 public comment. And so I do have a little speech I have to give here. So, what I would like
11 people to understand on, before we go to public comment, is the decision whether to approve or
12 deny a project application is based upon whether the proposal complies with development
13 regulations established by County Code. I'm not authorized to contradict or change what the
14 County regulations require. They haven't made me King yet. So, if County regulations allow a
15 townhouse development, and allow for that, with the zoning, I can't change that. That is lawful.
16 It is permitted. It's not something I have any control over. My personal opinion about a project
17 is irrelevant. If I like the project, but the project does not comply with County development
18 regulations, I'm not gonna approve it. Even if I love the project. Conversely, if I don't like the
19 project, but it complies, I'll approve it. That's my duty to do that. So, just so everyone
20 understands, that my job is not to decide whether I think it's a good idea. The question is, does
21 the project comply, can it comply with the project, with development regulations as established
22 by law? The project applicant has the burden of proving by a preponderance of the evidence
23 that it meets those development regulations set out in the County Code. Again, I will not close
24 this hearing until everyone's had a chance to speak. Now if you have questions about the
25 project, now is not the time. This is a quasi-judicial hearing. It isn't the time, it's not a public

1 information meeting where you can ask questions like, what color are the townhouses gonna be,
2 or, you know, what are you gonna sell them for, what's the price point gonna be, and those kinds
3 of things. If you have questions about the project, please feel free to contact either the planning
4 staff or the Applicant outside of the hearing. But it is not the time to ask those questions. In
5 fact, when you are speaking, speak only to me. Don't speak, I'm the one you have to convince
6 or talk to. So, don't address any questions or comments to the Applicants or the planning staff.
7 Address everything only to me. This is basically a court hearing. And the purpose is to provide
8 me with information under oath so that I can make an informed decision. Again, not time to
9 satisfy your curiosity. Now, some people, we've had problems with them figuring out, the
10 technology has failed them during the hearing. They have not been able to testify during the
11 hearing and I don't want you to be concerned that if for some reason you're unable to get the
12 Zoom platform to work for you so you can speak now, I will accept written emailed comments
13 by close of business today if you don't speak now. Okay? So, if you're unable to speak now
14 and you want to say something and you think it's important that I hear it, I'll hear it. Just send
15 me an email. Send it to hearing.examiner@snoco.org by 5:00 p.m. Put Cathcart Crossing in the
16 subject header, and tell me what I need to know and give us your name and address. On the
17 other hand, if you do speak now, please don't send an email in, because you don't get two bites
18 of the apple. Okay? So I just wanted to do that to make sure everyone has a chance to speak.
19 Now, if you're interested in getting the notices about the project, if you speak we'll make you
20 what's called a party of record, which means you will get notices about the project. If you want
21 to be a party of record and get notices, but you don't want to speak or comment, that's fine. Not
22 a problem. Just send us an email at hearing.examiner@snoco.org, put Cathcart Crossing as the
23 header, tell us you want to be party of record and give us your contact information, your name
24 and your address, and obviously, your email address, which will be where you sent the email
25 from, presumably. Or you can call us. If you want to just call, call us at 425-388-3538 and

1 leave us a message or tell us that you want to be a party of record in the Cathcart Crossing
2 project and give us the information we need to put you on the address list. Okay? So, now it's
3 the public turns to testify to tell me what's important to you. Tell me what you think I should
4 now when I decide whether to deny or approve the application. Again, not a time to satisfy your
5 curiosity about how stuff is gonna be done. It's time for you to tell me what you think I need to
6 know when I make a decision in evaluating whether this project complies with the County
7 development regulations as set out in County Code and the Drainage Manual. Again, if you
8 have more questions about the project itself, contact, I'm sure Ms. Abbott will speak to you, or
9 I'm sure that the Applicant team will speak to you. Okay? And during public comment please
10 be respectful and courteous to everyone. Address your comments only to me and not to the
11 County staff. Don't worry about using the right words, or legal or planning jargon. Just tell me
12 what you think is important in your words when I make a decision about this project. Okay?
13 So, I know Ms. Gray wanted to speak. She was the first to put her hand up. So, Ms. Gray,
14 you're unmuted. If you would raise your right hand, please.

15 MS. GRAY: Yes.

16 HEARING EXAMINER: Do you solemnly swear or affirm that the testimony
17 you are about to give in this proceeding is true and correct?

18 MS. GRAY: I do.

19 HEARING EXAMINER: Thank you. So we need your name and your address,
20 and then I have read, by the way, read your emailed comments so far. But tell me what's
21 important to you.

22 MS. GRAY: Alright. My name is Linda Gray, 22629 78th Ave. SE,
23 Woodinville, WA. I'd like to thank you, Mr. Hearing Examiner, for the opportunity to provide
24 comments on this project.

25 I believe the project evaluation used to justify a DNS determination for Cathcart

1 Crossing is fatally flawed.

2 To start with, there was inadequate public notice. Public postcard notice which
3 goes only to residents within 1,000 feet or an obscured highway sign is grossly inadequate.
4 There are no residents within 1,000 feet of this site and the sign along a busy dangerous highway
5 is almost impossible to read. Additionally, there's no effort to inform or include the public in
6 Snohomish County decisions which drastically affects their lives.

7 The designation of party of record essentially means nothing. PDS makes no
8 effort throughout the process to inform those identified as such with current documents or
9 reports. Citizens are left with just 10 days to scramble once the decision is announced to become
10 informed and appeal appropriately. An example of that just recently is the PDS Staff Report that
11 should have gone out five days ago before the hearing. I, as a party of record, never received a
12 copy of that. Additionally, postcard notice again fails to include a proper link to current
13 documents. In Exhibit I.4, documents the fact that the link took them to no documents in the
14 postcard notice they received.

15 Additionally, the public is then burdened with an exorbitant appeal fee. It's
16 tripled from \$500 in October of 2021, to \$1,500. I could see it going a little bit, but certainly not
17 three times the rate. That seems outrageous.

18 Additionally, Cathcart Crossing is not needed nor is it a low income
19 development. This project violates a key component underlying the foundation for Snohomish
20 County's Comprehensive Plan by ignoring GMA goals RCW 36.70A.020.1 and .13. Public
21 services, such as bus, entertainment, grocery, health, etc., are not currently available nor will
22 they be when the site is complete. Therefore, far more trips will be generated than the 3,000
23 identified in the traffic report.

24

25

1 The City of Mill Creek representative, Tom Rogers, stated: “Unofficially, I can’t
2 help but wonder why this area is even in the UGA and how development of this density so far
3 from services and jobs promotes responsible development. “

4 The Gibson Traffic report assumes 53% of the traffic affects Highway 9, but
5 Highway 9 and Broadway were not studied for this project. It’s unclear to the public how they
6 came up with their assumptions for traffic distribution. Additionally, 3,000 more trips at a
7 minimum endangers surrounding roads as potential to become inadequate road conditions. And
8 Paradise Lake, Paradise Garden Apartments, and the Moray Village, and Cathcart Crossing will
9 also have a negative cumulative impact on each other. All three are high density developments
10 and they’re going on at the same time, in the same area, and represent more of this type of
11 intense development in areas with inadequate infrastructure and no services than any city, this is
12 an unincorporated area, that any city in the Snohomish County Regional Fire and Rescue service
13 area. All three affect Broadway where a.m. and p.m. traffic gridlock extends daily from 522
14 well past the Cathcart area. And so, where’s the concern for public safety, when Snohomish
15 Regional Fire and Rescue can’t handle the Paradise Lake Project, let alone Moray Village and
16 Cathcart Crossing? Please note, Broadway, Highway 9 and SR-522 are at gridlock during p.m.
17 peak hours beginning at 3:00 p.m.

18 Another key issue is 16 Critical wetlands on and off the site and a salmon
19 bearing stream, Garden Creek, could potentially be destroyed. The 10 on-site critical wetlands
20 will all be isolated and parsed with their respective required buffers including that for Garden
21 Creek reduced by-

22 HEARING EXAMINER: Ms. Gray, I’m sorry, Ms. Gray?

23 MS. GRAY: Yea.

24 HEARING EXAMINER: Did you say that the stream is a salmon stream?

25 MS. GRAY: Yes, it is.

1 HEARING EXAMINER: Huh. Okay.

2 MS. GRAY: In fact that was identified as a salmon stream by the person that did
3 one of the reports.

4 HEARING EXAMINER: Okay.

5 MS. GRAY: They said it wasn't identified by Snohomish County, but they
6 themselves saw fingerlings and adult salmon in that stream. And I can send that to you under
7 separate cover if you'd like.

8 HEARING EXAMINER: I'm assuming it's already in the record.

9 MS. GRAY: It is in the record.

10 HEARING EXAMINER: Okay. Then I imagine I'll find it.

11 MS, GRAY: Okay. Alright. The 10 on-site critical wetlands will be isolated
12 and parsed with their respective required buffers including that for Garden Creek. Reduced by
13 15-27%. Every single one of them will have their buffers reduced to accommodate the required
14 infrastructure roads, sewer and water. The Applicant's proposed mitigation of a wetland
15 creation cannot be proven to provide the connectivity necessary to offset the fill of Wetland E,
16 the water line impacts within Wetland M, the indirect impacts to Wetland C, the road bisecting
17 the Wetland ABCH mosaic from Garden Creek, nor the tree removal at M, which does not meet
18 the Snohomish County criteria for temporary wetland impacts.

19 Todd Gray, from the Tulalip Tribe Environmental Protection Ecologist, Cathcart
20 Crossing Comments, on June 7, 2021 states: "Instead of 'avoid-minimize-mitigate' . . . it seems
21 the proponents are taking more of a 'build as much as we can get away with, and buy mitigation
22 bank credits as needed' approach."

23 Pursuant to SCC 30.62A.320-

24 HEARING EXAMINER: Are there mitigation, I didn't think there were any
25 mitigation bank credits involved in this project. Am I wrong on that?

1 MS. GRAY: I'm not certain. I just copied what he had in the letter.

2 HEARING EXAMINER: Okay. Cuz, because I haven't reviewed it-

3 MS. GRAY: I think that, my understanding is that they're gonna build that new
4 wetland, that large wetland.

5 HEARING EXAMINER: Right. But there's, but the, his comment about
6 mitigation bank credits isn't, I don't think is involved in this. I could be wrong. Because that's
7 typically when you buy credits from an approved mitigation bank like out there towards
8 Monroe. And that isn't what's being talked about here is my understanding. I could be wrong.

9 MS. GRAY: Thank you for the clarification, but I'm not sure about that. I've
10 just got-

11 HEARING EXAMINER: That's fine. (Inaudible).

12 MS. GRAY: Pursuant to SCC 30.62A.320.1.c, no new effective impervious
13 surfaces are allowed within the buffers of streams, wetlands, lakes, or marine waters; and total
14 new effective impervious surfaces shall be limited to 10% within 300 feet of any streams, lakes,
15 wetlands, or marine waters containing salmonids. For this project that amounts to 3,101 square
16 feet, yet the total proposed impervious area within the stream basin east of Garden Creek for
17 Cathcart Crossing is 25,000 square feet. Well above the maximum allowed for new and
18 effective impervious area and the Applicant plans to address this huge difference with trenches.

19 The subject project is divided into two sections by the south-north flowing
20 Garden Creek, rated in 2018 as good by Snohomish County Surface Water Management. They
21 claim this is due to, "The health of the survey location is affected by 562 acres of land that is
22 30% forested and drains to the stream and its tributaries." I believe this project will result in
23 significant tree removal potentially destroying the salmon bearing capabilities of Garden Creek.

24 And Todd Gray, Tulalip Tribe Environmental Protection Ecologist, again, June
25 7, 2021 states, "Our next concern involves the stretch of Road A, which I believe is 148th,

1 separating the Wetland ABCH mosaic from Garden Creek. Connectivity is essential to the
2 functions and values of critical habitat, and this roadway severs and fragments an otherwise
3 high-functioning habitat mosaic.” And my question here is, does this project as designated also
4 violate Tulalip Tribal Treaty Protected Resources?

5 And finally, in Jack Hurley’s Memorandum dated April 24, 2022, he states,
6 “There is a fish bearing stream that flows south to north in the western portion of the site
7 (Garden Creek). Storm water runoff from the site flows, eventually to the Snohomish River.
8 The western portion via Garden Creek and the eastern portion via an unnamed creek and ditch
9 system to the east of the site. These two basins and flow paths constitute two threshold discharge
10 areas. . . . The threshold requiring runoff treatment has been exceeded given the proposed
11 amount of pollution generating hard surfaces. . . . The threshold requiring flow control has been
12 exceeded given the proposed impervious surfaces.”

13 On behalf of the community, I believe the SEPA checklist and the evidence to
14 support it was insufficient and incomplete. The project must be remanded back to the
15 Department for further environmental study of traffic, critical areas and other environmental risk
16 to the site and the community in the form of an EIS. Thank you for this opportunity to speak.

17 HEARING EXAMINER: Thank you, Ms. Gray. Who else would like to speak?
18 Ms. Wetzel. Unmute yourself please and raise your right hand. Do you solemnly swear or
19 affirm that the testimony you are about to give in this proceeding is true and correct?

20 DEBORAH WETZEL: Hello.

21 HEARING EXAMINER: Okay. Do you solemnly swear or affirm that the
22 testimony you are about to give in this proceeding is true and correct?

23 DEBORAH WETZEL: Yes, I do. Deborah Wetzel, 9715 162nd St. SE,
24 Snohomish, WA 98296. Are you ready?

25 HEARING EXAMINER: I’m ready.

1 DEBORAH WETZEL: Well, thank you Mr. Examiner. You said yourself that
2 you haven't had time to review everything. And this is shameful. This is a beautiful, natural
3 area and it should not be destroyed. I live right next to it. And the County owns this property
4 for a reason because it's a critical area and wetlands that flows directly to the Snohomish River
5 for salmon and everything. It's a rural area, not townhomes with a park and ride with a needle
6 exchange program. I already submitted my other stuff online. I'm really upset about this. This
7 is not right, what's happening. Okay? Thank you.

8 HEARING EXAMINER: Thank you. And by the way, Ms. Wetzel, I have read
9 all of your comments you submitted. Just so you know.

10 DEBORAH WETZEL: I live here. I've lived here my whole life. Okay?

11 HEARING EXAMINER: Yea. I appreciate that. But I, just so everyone does
12 know, I have read all of the public comments. That's one of the first things I do.

13 DEBORAH WETZEL: Yeah, but, there's no public transportation-

14 HEARING EXAMINER: Can I, could I finish please?

15 DEBORAH WETZEL: Yes, sir.

16 HEARING EXAMINER: And I'll try not to interrupt you, you try not to
17 interrupt me. That's kinda how things work. Typically if I'm short on time on a file what I
18 don't get a chance to do is a deep dive, which is multiple reads of the technical reports. I do a
19 single read, rather than two or three reads of the technical reports. I always read all of the public
20 comments. I read all that came in up through about 10:00 this morning. So, Ms. Wetzel, I read
21 all of yours. I just want to assure you of that.

22 DEBORAH WETZEL: Well, thank you, Sir. Alright. Thank you.

23 HEARING EXAMINER: Who else would like to speak? Ms. Gundersen.
24 There you are. Go ahead and unmute yourself, please, and raise your right hand. You're still
25 muted so we need to get you on the air, Ms. Gundersen, somehow, someway.

1 MICKIE GUNDERSEN: -mute.

2 HEARING EXAMINER: There we go. Okay.

3 MICKIE GUNDERSEN: Oh, you want me to swear in? Okay.

4 HEARING EXAMINER: Yea, I gotta swear you in. Do you solemnly swear or
5 affirm that the testimony you are about to give in this proceeding is true and correct?

6 MICKIE GUNDERSEN: Yes.

7 HEARING EXAMINER: Thank you. So you know the drill.

8 MICKIE GUNDERSEN: Alright. Yes, I do. And since 1997 I've been
9 reviewing applications and commenting and doing all kinds of things to protect the environment.
10 Specifically, trees and salmon streams. And, I'm very concerned about this because it's been
11 rated as a Type F fish stream and I see that many of the wetlands are category III wetlands,
12 which don't carry as strong protection for a Type F stream. And it seems to me that a Type F
13 stream should be a category I, have category I wetlands next to it. So, I'd like you take a real
14 good look at that.

15 And I also, I have to say that I have not reviewed the file like I normally would.
16 I had a lot of trouble getting the file. Recently I couldn't get through to get the things I wanted
17 to read. But, I've been listening to what's been going on here, and so I'm very concerned about
18 the wetlands and the stream.

19 I'm also concerned about that I don't feel that there has been enough traffic
20 study on Highway 9 and the other major arterials in that area. I go to Monroe, I go from 524 to
21 Highway 522. I have to go up Highway 9 a lot. I go to Snohomish. And it's always just
22 packed. And it appears, this has a lot of people being put out there. I think the buildings look
23 nice, but I'm concerned about the traffic. I'm concerned about the streams. And I hope you
24 really take this into consideration when you make your decision.

25

1 I support what Ms. Gray wrote and spoke to, and also Ms. Wetzel. And I just
2 want to say that I'm the President of the Hilltop-Locust Community Group and we, our board
3 members are continually observing what's going on in our County, and feel that it costs the
4 citizens a lot of money to repair streams. Snohomish County, you know, we read it in the paper
5 continually about how Snohomish County is trying to take care of our environmental crisis, and
6 yet, you know, we're allowing a developer here to build a wetland. And my knowledge from
7 the past and from things I've read, rebuilt wetlands don't work as well as the natural wetlands.
8 And so I don't think that that's a good plan. So, perhaps we need to downsize this a little bit and
9 leave the wetlands alone. I think it's strange to have this development, this dense development
10 in that area right next to the highway. I understand that that was something the County decided
11 to do a long time ago. So, I think we should make it as good as we can for those people that live
12 there without services, without stores, you know, they're far away from everything.

13 And in addition I want to say, you know, I live very close, I'm in the middle of a
14 very dense development and basketballs go all over the place. And to have children playing
15 right next to Highway 9, it just isn't okay in my opinion as a parent, as a, just a person, as a
16 former middle school teacher, it just isn't okay. You know, let's protect our children. We
17 haven't been doing that as we all know. Let's protect our children and get that basketball court
18 away from Highway 9.

19 So, thank you very much. It's good to see all the hard work that everybody's
20 been doing, but I hope that these particular things can be paid attention to and made better.

21 Thank you.

22 HEARING EXAMINER: Thank you, Ms. Gundersen. And it's good to hear
23 from you again.

24 MICKIE GUNDERSEN: Thank you. You too.

25

1 HEARING EXAMINER: Who else would like to speak? Is there anyone else
2 who would like to speak? Going once. Anybody else want to make a public comment on this
3 proposed project? Going twice. Going three times. That looks like somebody put their hand up
4 on the panelist's side. Okay. But on the attendee's side, which is the public, anymore public
5 comments? No? Okay. Well, I will close public comment then. And then let's go to the
6 Planning Department. Mr. Stefannson, we'll get to the Applicant, the Applicant will open and
7 close because the Applicant has the burden of proof. So, you guys get to go last. Okay? So,
8 let's talk to the Planning Department. I would actually like to, Ms. Swaim, you're not off the
9 hook. I have a question for you. Do you solemnly swear or affirm that the testimony you are
10 about to give in this proceeding is true and correct? Couldn't hear you. I can come back to you
11 while you work on that.

12 Meanwhile, what I'll say is what I'm interested in, and Mr. Stefannson, when we
13 get to you, too. I'm interested in the hydraulic connectivity of the wetlands with Garden Creek.
14 Those are the concerns about the wetlands being separated by 148th, okay? So that's something
15 when it's your turn I'd like to talk about. And, Ms. Swaim, if we can figure out how to get you
16 back on, I'd like to hear what the County's view on that is. Meanwhile, Ms. Abbott, any
17 comments by the County with respect to what you've heard from the public.

18 STACEY ABBOTT: Yes. Please. I'd like to bring Emily Swaim back in as
19 soon as she's able to, I guess, get her audio working. But, in the meantime, yea, just a couple of
20 things that were new to me during the public comment, that are not addressed in the staff
21 recommendations.

22 So, some of those items that were discussed are addressed specifically in the
23 Staff Report. The note, there was a comment about notice not being provided adequately. The
24 notice, notice was provided in compliance with SCC 30(inaudible) and you can see in the
25 exhibits F.1-F.3, those are included. There was a mention about a link that was provided to the

1 current documents. That's correct. The link that's, that is provided is to the original Applicant's
2 (inaudible). There's also a (inaudible), you can view the file on the second floor in PDS. The,
3 additionally, I did get requests for documents through, I guess, through the last few weeks. I
4 have tried everything that I can to try to just get those documents to individuals that requested. I
5 also urged those individuals to contact our PDS records department. There's a form online that
6 can be filled out to get all of the permit documents. It's not going through a lengthy public
7 disclosure request. It's the permit documents. The fee that is required for a SEPA appeal, that
8 was approved by Council last fall. That doesn't, that's not something that PDS just imposed.
9 That was a, an approved fee revision by Council.

10 HEARING EXAMINER: And there's no SEPA appeal pending in this-

11 STACEY ABBOTT: There was no, that's correct. There was no SEPA appeal
12 submitted. And, of course, that period of time is gone. Once the SEPA is issued, it's actually 14
13 days from the issuance date, which is the publication date to file a SEPA appeal. So, then
14 beyond that, there's in general several weeks before we get to this point to, to have the public
15 hearing. And, of course, we're, we accept comments up to the hearing time. So, all of those, all
16 of the comments were included. All the ones that were received. I was going to ask our
17 biologist, Emily Swaim, to address the critical areas that were brought up. So-

18 EMILY SWAIM: Can you, can you hear me now?

19 HEARING EXAMINER: Yeah.

20 EMILY SWAIM: Oh, great. So sorry about that.

21 HEARING EXAMINER: Oh, no worries. Do you solemnly swear or affirm
22 that the testimony you are about to give in this proceeding is true and correct?

23 EMILY SWAIM: I do.

24 HEARING EXAMINER: So, you can give your name, rank and serial number.
25

1 EMILY SWAIM: My name is Emily Swaim, I'm a Senior Environmental
2 Planner with Snohomish County Planning and Development Services. We're located at 3000
3 Rockefeller Avenue, M/S 604, Everett, Washington.

4 HEARING EXAMINER: My question was hydraulic connectivity between the
5 wetlands and the Creek and how this project as proposed will affect the connectivity to the
6 Creek?

7 EMILY SWAIM: Absolutely. This actually might be, honestly, a better
8 question for our drainage reviewer as well, cuz they had to review that as part of this proposal.
9 But we did review that in-depth, just because there is that unavoidable, that unavoidable road
10 crossing that has to occur for the connectivity to Cathcart Way. It is an allowed use within our
11 Code under 36.U2A.320.2.c and .2.a. And it is allowed under Code through mitigation
12 measures. However, we did ask for supplemental information at first review that does discuss
13 this. In the subsequent Drainage Report and the, I believe we also had an additional addendum
14 that was submitted. And that is exhibit C.6, I believe that also discusses this. Because we had to
15 ask additional questions about their affecting impervious surfaces limitations due to the Garden
16 Creek being a Type F stream with salmonids.

17 HEARING EXAMINER: And it's a Type F stream, but is it a salmonid stream?

18 EMILY SWAIM: It is a Type F stream with salmonid on it. We have it mapped
19 on our inventory inaccurately as a Type NS stream, however, we did, we have since done an
20 update to our public map portal that does include the Washington State Fish and Wildlife data
21 that does show some additional information in this area. And I believe the Applicant's
22 consultant also reviewed it based upon the WAC criteria that's in 30.62A.230. And if, in part of
23 .230 it mentions that if there's a discrepancy between County Code and the WAC, the WAC
24 supersedes the County Code. And so they found fish criteria based upon that WAC criteria.

25

1 I believe maybe some additional information, I don't want to go down too much
2 of a rabbit hole into the drainage engineering technical expertise. However, I do remember as
3 part of this proposal is that part of the 300 foot effective impervious surface limitations, there
4 was a drainage divide. Meaning that some of it flowed towards Garden Creek, some of that
5 water actually flowed to the east away from Garden Creek. So there was that sort of that
6 separation in basins. I don't want to go too far down into this cuz again, it's not my area of
7 expertise. I'm not a drainage engineer. But I did review this in-depth with our drainage
8 reviewer at the time, who I think has since retired, Jack Hurley.

9 HEARING EXAMINER: And Mr. Hurley retired. Alright. Well, thank you,
10 Ms. Swaim. I appreciate it.

11 EMILY SWAIM: Absolutely. My pleasure.

12 HEARING EXAMINER: Ms. Abbott, anything else from the County's side?

13 STACEY ABBOTT: I don't have anything at this point, unless there's any
14 questions for me.

15 HEARING EXAMINER: Okay. So, now we'll go to the Applicant to close
16 things out. Ms. Solario, do you want Mr. Stefannson to go first?

17 LINDSEY SOLARIO: Yes, thank you, Mr. Examiner.

18 HEARING EXAMINER: Mr. Stefannson?

19 MATT STEFANNSON: Yea. So, I just wanted to talk about the hydrology of
20 Garden Creek and the Wetlands A, B and C. And so there's a basin break based on the existing
21 topography that the Wetlands A, B and C, actually flow north and east towards Cathcart Way,
22 and are not tributary to Garden Creek. So, that's part of the reason why we've designed the
23 drainage the way it is. And then, I also wanted to speak to the net effective impervious area
24 allowed within the Garden Creek basin. And, so, we're proposing to use full dispersion trenches
25 that comply with the full dispersion BMP T5.30 from the Snohomish County Drainage Manual.

1 And, so, these trenches are provided with a 100 foot long naturally vegetative flow path prior to
2 reaching the ordinary high water mark of Garden Creek. And, so, by meeting these
3 requirements of full dispersion the impervious area that drains to these trenches is considered
4 ineffective per the Snohomish County Drainage Manual and the Snohomish County Code And,
5 so, the ineffective impervious area doesn't count against our 10% effective allowed impervious
6 within the Garden Creek basin.

7 HEARING EXAMINER: And vegetative flow path provides the water quality
8 treatment, doesn't it?

9 MATT STEFANNSON: Correct. Yea. By providing the flow path we're
10 complying with the flow control and water quality minimum requirements from the Snohomish
11 County manual. I think that's all I have. Thank you.

12 HEARING EXAMINER: Thank you, Mr. Stefannson. Ms. Solario, what else?

13 LINDSEY SOLARIO: Yes. Next up to speak will be Matt Decaro.

14 HEARING EXAMINER: Mr. Decaro.

15 MATT DECARO: Thank you, Lindsey. I just wanted to provide a little bit of
16 clarity on several of the comments I heard. Specifically, from Ms. Gray and Ms. Gundersen.
17 Garden Creek is a Type F stream. It was previously classified as not containing fish, but our
18 field crew did observe cutthroat trout. We believe that their resident cutthroat trout that live in
19 this section of the stream. There are downgrade, several downgrading it, complete fish passage
20 barriers mapped by Department of Fish and Wildlife that prevents migration of any of the listed
21 salmonid species up onto our property. So, I believe that's why they're not documented on-
22 site, nor have they been observed, nor that likely occur. But because we observed cutthroat we
23 disclosed that and protected it accordingly. So, it's considered a Type F stream with salmonids,
24 subject to a 150 foot standard buffer.

1 So, that was one point. The wetland ratings, that process is a very technical
2 process, and a wetland rating form has been published by Department of Ecology. That is-

3 HEARING EXAMINER: And I've always, I can never remember whether it's
4 Ruby or Hruby-

5 MATT DECARO: Right. It's a silent H.

6 HEARING EXAMINER: Silent H.

7 MATT DECARO: Yea.

8 HEARING EXAMINER: And the Q is silent too, I think.

9 MATT DECARO: So, we rated all of the wetlands on-site using that form based
10 on function, which Emily reviewed and approved. And the wetland along Garden Creek is a
11 category II, riparian wetland. And it's adjacency to the fish stream is considered, and was built
12 into the wetland rating for that wetland. I heard a comment that the 10 wetlands will be isolated
13 as a result of this project. And I want to clarify that the way I see it, there's kind of three
14 different subsets of wetlands. Most of the wetlands are either along Garden Creek or to the
15 west. By surface area as well as by their, their high quality. All of those are being protected.
16 None of them are being isolated.

17 Second subset is the mosaic of wetlands, Wetlands A, B and C-CSII that
18 Mathew referred to. Those wetlands, he indicated they flow towards Cathcart Way, which is
19 true via subsurface flow. But for wetland grading purposes they are considered isolated
20 wetlands as a mosaic. They don't flow anywhere currently via surface water. So, they already
21 are isolated. Our project will not isolate them further from a hydrology perspective.

22 And the third subset is Wetland E-CSII, far eastern side. It flows to the east
23 towards the highway, 2,000+ square feet. That's the "BMP Wetland" that we're filling under
24 this project. And we will be compensating for it on the west side of the Creek as already
25 discussed.

1 And the mitigation plan is based on compliance with Snohomish County Code,
2 as well as Corps of Engineers guidance and regulations, and those mitigation ratios require more
3 than 1:1. So, for the wetland we're filling, it's a category 4, very low quality. They still require
4 one and a half to one, so if you fill 2,000 acres, you fill 2,000 square feet, you have to provide a
5 minimum of 3,000 square feet of new wetland, which does account for some of that uncertainty
6 with creating a new wetland.

7 I heard a comment that the wetlands and streams will be destroyed. Just wanted
8 to make it clear that's not true, other than that one small BMP wetland. The salmon stream will
9 be protected in perpetuity. It will be placed into a tract and, along with this associated
10 mitigation.

11 And, lastly, just one final time, for the record, I want to be clear that Todd Gray
12 with the Tribe, that the comment he issued on June 7, 2021, did basically ask, can we provide
13 on-site mitigation and not use a mitigation bank. And that comment was responding to our
14 original application, which did propose to use a mitigation bank. For several reasons, including
15 that's the preference of the Corps of Engineers. Nevertheless, we went back to the drawing
16 board. Pacific Ridge Homes was willing to nix that plan, do a whole new one, do on-site
17 mitigation, and remove those townhomes proposed that were there. So, that is now, has been
18 revised to the satisfaction of Todd Gray. Mr. Mirante indicated that's been entered into an
19 exhibit with your colleague. That should be dated May 9, 2022. It shows that Todd is onboard
20 now.

21 And, that is all I have.

22 HEARING EXAMINER: Thank you, Mr. Decaro. Ms. Solario, what else?

23 LINDSEY SOLARIO: It appears Mr. Mirante has his hand raised again.

24 HEARING EXAMINER: Okay. Mr. Mirante?
25

1 JOHN MIRANTE: Thank you, Mr. Examiner. I failed to identify myself for an
2 address during the previous testimony. It's been pointed out to me. Would you like me to do
3 that now?

4 HEARING EXAMINER: Okay.

5 JOHN MIRANTE: John Mirante, Pacific Ridge Homes, Applicant, 17921
6 Bothell-Everett Highway, Suite 100, Bothell, Washington 98012. And I have nothing further to
7 add.

8 HEARING EXAMINER: Thank you. What else, Ms. Solario?

9 LINDSEY SOLARIO: That is it. We have no further comments to add.

10 HEARING EXAMINER: Okay. In that case, with the exception of allowing for
11 any emailed comments by 5:00 p.m. today for anyone who was unable to testify during this open
12 record hearing, I will close the open record hearing. I will issue a written decision within 15
13 business days. I thank you all for taking your time to attend, making me smarter today, for
14 educating me and taking time to be involved in your community. Have a great day.

15 [End of transcript.]

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I certify and declare under penalty of perjury under the laws of the State of Washington that the above transcript was typewritten from audiotape by me personally; that the foregoing is a true and accurate record of all the audiotape given at the time and place of the recording of this hearing; and that I am in no way related to any part of the cause of action concerned, nor to any counsel, nor do I have a financial interest in the events of the cause.

Dated this 6th day of July, 2022 in Snohomish County, Washington.



JOSEPH WILKS

Hearing Examiner
RECEIVED
8/15/22

Attachment 1

BEFORE THE SNOHOMISH COUNTY HEARING EXAMINER
STATE OF WASHINGTON

<p>In Re CATHCART CROSSING</p> <p>Applicant: Pacific Ridge-DRH, LLC, a wholly owned subsidiary of the D.R. Horton Company</p>	<p>File 21-107654 SPA/BSP</p> <p>MOTION FOR RECONSIDERATION OF DECISION BY KATRINA STEWART</p>
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I. MOTION.

Katrina Stewart, a party of record in this hearing, moves the Hearing Examiner to reconsider the decision identified below, reopen the hearing and deny the application. The bases for the motion are set forth below.

Petitioner Stewart incorporates by reference the Petition for Reconsideration (including attached exhibits) of the same decision previously filed by Deborah L. Wetzel on July 18, 2022 (Examiner reference “M.3,” hereinafter “Wetzel Petition” and “M.4” through “M.9” “Wetzel Exhibits”).

II. IDENTIFICATION OF PETITION AND PETITIONER'S ATTORNEY.

Petitioner is: Katrina Stewart, 23526 82nd Ave SE, Woodinville, WA 98072, Telephone 425-256-1531. Ms. Stewart joined and followed the hearing remotely and opted to provide a written statement for inclusion in the record.

The contact information for Petitioner's attorney as follows: J. Richard Aramburu, Law Offices of J. Richard Aramburu, PLLC, 705 Second Ave Suite 1300, Seattle, Washington 98104, Telephone 206-625-9515, email rick@aramburu-eustis.com.

III. DECISION TO BE RECONSIDERED.

On July 7, 2022, Snohomish County Hearing Examiner Peter B. Camp issued his Decision for File Number 21-107654 SPA/BSP (hereinafter "the Decision").¹ That decision approved 286 townhouses with two commercial parcels, a fast food restaurant and a mini-storage, on a 31-acre site (Parcel 280536-003-011-00). The applicant is "Pacific Ridge-DRH, LLC," a wholly owned subsidiary of the D.R. Horton Company (hereinafter "Horton"). The property has been commonly known as "Cathcart South" and the project before the Examiner as "Cathcart Crossing."

In addition, the Examiner determined that: "Approval will be conditioned upon the creation of two new public roads." Decision at 23/15.

A transcript of the June 14, 2022 open record hearing on the application was filed by another Petitioner and is in the record as **M.3 Exhibit 9** (Wetzel, M.10).

¹Pages in the Decision will be referenced by page and line number, e.g. Decision 9/22-28.

IV. SPECIFICATION OF ERRORS AND GROUNDS FOR RECONSIDERATION.²

The errors made and grounds for review are set forth below.

4.1. Failure to Timely Provide Staff Report.

The Snohomish County Code (“SCC”) provides that the staff report for any proposal must meet certain requirements, as follows:

SCC 2.02.130(2)

....

(2) At least seven calendar days prior to the scheduled appeal hearing, the report shall be filed with the examiner and copies thereof shall be mailed by the responsible department to the appellant and made available for public inspection. Copies thereof shall be provided to interested persons upon payment of reproduction costs.

(Emphasis supplied). This rule is repeated in the Unified Development Code:

30.72.040 Report of department and transfer of file.

(1) Following expiration of required comment periods on the notice of application, and to complete project review, the department shall coordinate and assemble the reviews of other county departments and governmental agencies having an interest in the application. The department shall prepare a report describing how the application meets or fails to meet the applicable decision criteria. The report shall include recommended conditions, if appropriate, and a recommendation to the hearing examiner on the action to be taken on the application.

(2) The report shall be filed with the hearing examiner and made available for public review and copying at least seven days before the open record hearing.

(Emphasis supplied). This same rule is repeated in the Snohomish County Hearing Examiner Rules of Procedure at Section 4.1(a): “The Departmental report shall be filed with the Hearing Examiner’s Office no later than seven (7) days before the hearing.” (Emphasis supplied.)

²The evidence relied upon in this motion includes the following: a) all exhibits included in the hearing record (referenced by their exhibit numbers), b) evidence submitted in the Wetzel Reconsideration petition (Referenced as “Wetzel Exhibits”), c) the application and file for the Park & Ride proposal, and d) additional documents attached to this motion identified as “Stewart Exhibit ___.”

However, the Examiner admitted in the Decision at 11/3-5: “The Hearing Examiner noted that a revised departmental report had been filed the morning of the hearing and that he had not had the opportunity to review it.”³ As the Cathcart Crossing application was filed on April 21, 2021 (Decision at 7/6), there is no reason for late submission of a revised staff report, denying the public any opportunity to review it in preparation for the public hearing.

Though the Examiner’s Decision says the revised staff report (Exhibit L.2) did not involve significant changes, that is not the case. At pages 27-29, the Revised Staff Report shows a change (increase) in peak hour traffic volume from 131.56 new AM peak hour trips to 202.43 trips, an increase of 54%. A similar increase is shown for p.m. peak trips from 160.16 to 225.11 trips, a 40% increase (indeed, both staff reports indicated public concern over traffic in comments submitted prior to the hearing, as did the Decision at 13/3-12).

Code section SCC 2.02.130(2) is clear and unequivocal: the staff report must be made available to the Examiner and the public seven days before the hearing. No excuses for the late filing were provided by Snohomish County staff, nor for the failure to make it available to the public. See Transcript (M.3, Wetzel Exhibit 9) at 27-29.

The Examiner proceeded with the hearing based on that late-filed staff report, not available to the public, and thus “failed to follow the applicable procedure in reaching his decision.” SCC 30.72.065(2)(b). The Examiner should grant the request for reconsideration and reopen the open public record hearing to allow members of the public to review the revised staff

³In fact, Ms. Abbott, the assigned staff emailed the Revised Staff report to the Examiner at 1:31 p.m. for a hearing scheduled to begin at 2 p.m. **Stewart Exhibit 1(a)**. However, it was not sent to parties of record and only made part of the record the next day, after the hearing was closed. **Stewart Exhibit 1(b)**.

report per SCC 30.72.065(4)(d).

4.2 Newly Discovered Evidence and Failure to Disclose Relevant Information.

As indicated in the Staff Report(s), the sole subject for review at the public hearing was Horton's residential development (286 townhouses) with the smaller fast-food and mini-storage commercial developments at the Northwest and Southeast corners. Staff Report (Exhibit L.1) at

2. The surrounding uses to the south of the property showed residential use and R-5 zoning:

Existing and projected land uses and development densities:

The existing and projected land use in the area is residential and commercial, zoned as PCB and R-5.

Exhibit L.1 at 35.

Multiple issues of concern were raised regarding the proposal, including increases in traffic, stormwater, zoning, critical areas and wetlands. Exhibit L.1 at 4-5. Multiple drawings were submitted showing building locations. *Id.* The plans described two planned entrances to the project from Cathcart Way and from SR-9 and two internal roads, together called the "spine road," provided access across the property, connecting the entrances. The proposal was to proceed in three phases. Exhibit L.1 at 9.

Though not considered in any analysis of Horton's proposed project, there is passing reference to a possible Park & Ride project in the Staff Report. Exhibit L.1 at 37. The paragraph uses vague language that the "applicant *appears* to be proposing improvements," and that the "adjoining parcel *appears* to have future development." No information is provided as to whether the parcel that "*appears* to have future development" is related in any manner to

Horton's Cathcart Crossing proposal for townhouses, fast-food and mini-storage facility.⁴

(Emphasis supplied). When the Examiner asked during the hearing about the ownership of the Cathcart Crossing property, there was this exchange between the Examiner and Horton's Project Manager at page 8 of the Hearing Transcript (M.3, Wetzel Exhibit 9):

HEARING EXAMINER: So, is that gonna be a, are your folks gonna end up buying it from the County, or just leasing it from the County? How is that gonna work?

LINDSEY SOLARIO: Uh, yes. There's a Purchase and Sale Agreement that will be finalized in the near future here.

There was no mention of any Purchase and Sale Agreement in the original Staff Report (Exhibit L.1) or the late-filed, revised report (Exhibit L.2).

However, after the hearing was completed, community members made inquiries about the ownership of the property and a possible Purchase and Sale Agreement between Snohomish County and Horton. It was then discovered that there was a long-standing arrangement between the County and Horton regarding not just the 31-acre parcel which is the site of the Cathcart Crossing proposal, but property to the south. See Exhibit 1 to the Wetzel Reconsideration petition (M.3 Ex.1), the Purchase and Sale Agreement between Snohomish County and Horton (hereinafter "the PSA") dated April 13, 2020 (at section 8.5). By its terms, the PSA obligates the Seller to sell, and convey to Buyer, all the interest in the 31-acre property at Cathcart Way and SR-9 – the property that is the subject of this land use proceeding-- for a total purchase price of

⁴In fact, the same staff person who was responsible for the Department's report to the Hearing Examiner in the Cathcart Crossing proposal, Stacey Abbott, is the staffer for the Park & Ride project. See Letter from Lindsey Solorio to Stacy Abbott in the Park & Ride proceeding dated March 2, 2022 found in the Park & Ride file (21 113267 LDA) attached hereto as **Stewart Exhibit 2**. Indeed, Ms Abbott signed the DNS for the Cathcart Crossing project just two days later. See Exh. E.1, page 2.

\$9,600,000. See page 2. Neither the PSA nor its conditions were mentioned in the Staff Reports, nor was it mentioned during Staff's oral presentation at the hearing (see Transcript, M.3, Wetzel Exhibit 9), or in Horton's presentation, Exhibit G.2.

The PSA contains forty pages of terms and conditions for the sale. One of the terms of the sale is the following, at page 6 (Snohomish County is the "Seller" and Horton is the "Buyer):"

9.2 Seller's Cooperation Seller shall fully cooperate with Buyer to obtain all Entitlement Approvals that Buyer deems necessary or appropriate, which cooperation may include, but shall not be limited to, executing all applications, plans or other document related to the Entitlement Approvals requested by Buyer, the City, the County or any other applicable Government Authority; . . . assisting to resolve boundary or other issues (if any) with surrounding land owners;

(Emphasis supplied). The "Entitlement Approvals" referenced in Section 9.2 are defined in the preceding section:

9.1 Entitlement Approvals. As of the date hereof, Buyer plans to divide and develop the Property for a mixed use development consisting of approximately 139 townhouse units and five commercial pads with apartments above. During the term of this Agreement, Buyer may, at Buyers's sole cost and expense, apply for, process and obtain approval for a preliminary plat, site plan or other legal division for the Buyer's planned development ("P-Plat Approval").

Further down in Section 9.1 is the following:

The Permits may include all discretionary permit and entitlements necessary to construct the Park and Ride Facility, including by way of example any conditional use permit. Collectively, the Engineering Approvals, P-Plat approval, Permits and other approvals for the planned development, are herein referred to as the "Entitlement Approvals."

Exhibit C to the PSA (page 32) provides Snohomish County and Horton "shall negotiate to mutual acceptance the following terms and conditions of a voluntary Park & Ride Agreement

to be executed prior to or at Closing: . . .”⁵ Subsection 1 to PSA Exhibit C provides:

1. **Park & Ride Facility:** As a condition to the sale and purchase of the Property, Buyer shall agree to construct, at its sole expense, a Park & Ride Facility on County-owned adjoining property with tax parcel nos. 004038-000-156-00 and 004038-000-141-01. The Park & Ride Agreement shall address size, standards, layout, location and reduced offer price associated with the construction of the Park & Ride Facility.

The Park & Ride Agreement at Subsection 3 said: “The buyer will furnish the equipment and install a traffic signal along Cathcart Way” Subsection 4 provides:

The Buyer will design, perform necessary studies, develop plans, obtain permits and construct to County standards a public road connecting SR 9 to Cathcart Way.

The “Project Narrative” for the Park & Ride (**Stewart Exhibit 3**) dated August 16, 2021, indicates: “The primary site access is off Road A which will be constructed as part of the proposed Cathcart Crossing project. Road A connects to SR-9 adjacent to the northeast side of the project.” (Emphasis supplied.) Core Engineering, the author of the “Narrative ” for the Park & Ride is also the project manager for the Cathcart Crossing project.⁶

Following the receipt of the PSA described herein, community interests sought and received additional information regarding the PSA, which included five amendments thereto.

⁵The Applicant’s presentation to the Examiner, under “Project Details” at page 8, did not show any plan for the Park & Ride. Exhibit G.2.

⁶The Park & Ride Agreement also includes a condition relating to the Cathcart Crossing project, as follows:
5. **Commercial Use Requirements.** The Buyer agrees and acknowledges that the Property must contain commercial uses in addition to residential uses. At a minimum 50,000 square feet of commercial development must be constructed within the development. Any reduction to the square footage for commercial use is subject to obtaining approval from the Snohomish County Council.

There is no explanation of the source for the 50,000 square foot requirement for commercial development.

See **Stewart Exhibits 4(a) and (b)**.⁷

The first four amendments, **Stewart Exhibit 4(a)**, extended the deadline for Horton to complete its “due diligence” review which was due 90 days from the April 29, 2020 execution of the PSA (i.e., July 28, 2020), with the first extension to September 25, 2020, the second to November 11, 2020, the third to December 14, 2020 and the fourth to January 4, 2021. The Fifth Amendment was more substantive and included a new “Schedule 2 to Exhibit C” which included a combined “Phasing Plan” for both Cathcart Crossing and the Park & Ride. **Stewart Exhibit 4(b)**. As seen, the “Phasing Plan” included as the “Third Phase,” the western section of the residential development, some commercial development, *and* the Park & Ride. This was consistent with a new section 7 to Exhibit C to the PSA that the Park & Ride will be completed prior to occupation of new construction in the third phase.

However, Horton’s “Applicant Presentation” to the Hearing Examiner dated June 14, 2022 (Exhibit G.2) does not mention a word about the Park & Ride in the “Project Details” at page 8 and the “Project Phasing” also does not show the Park & Ride, contrary to the Fifth Amendment to the PSA. The Staff Report (Exhibit L.1) at page 15 says that:

A phasing plan has been submitted as part of the Preliminary Planned Community Site Plan and is further detailed as part of the civil plan set.

However, the “civil plan set” cited also does not disclose that the Park & Ride is included in the Phasing Plan per the Fifth Amendment. See Exhibit B.3, page 2.

Equally important, the community only belatedly learned that Horton “won” the

⁷One of the conditions of the PSA was Exhibit F, entitled “Form of Memorandum of Agreement” at page 41. The purpose of the “Memorandum of Agreement” was to give notice of the PSA while not disclosing its terms, to assure the continuing negotiations between Snohomish County and Horton would remain secret.

“competitive selection process” with a proposal that had less than half the townhouses now proposed (139 v. 286) and only 40% of the commercial pads described in the PSA (now only two commercial pads v. the five promised). The commitment to commercial development with “apartments above” in the PSA has vanished entirely. The present proposal with rectangular streets bears little resemblance to the plans for the “Cathcart South” development that were presented to the public by the County in 2017. See **Stewart Exhibit 5**. The “Potential Development Topologies,” showing abundant commercial uses for the community, shared public spaces (with a beach volleyball court, see page 10), “wine bars,” “grills,” and jewelry stores, has disappeared. Compare **Stewart Exhibit 5** with Exhibit B.3, the approved Cathcart Crossing civil plans. These commitments by the County as to the Cathcart Crossing development were not mentioned at all in the Staff Report nor by the applicant. These materials are newly discovered because neither Horton nor the Snohomish County staff disclosed them during the land use process, with the public learning of them only because of an off-hand question from the Examiner.

In addition, as will be described in Section 4.3 of this motion, Horton and Snohomish County staff did not disclose the above information regarding the project in the Environmental Checklist or DNS. Given the same county staffer was assigned to both Cathcart Crossing (and was the SEPA Responsible Official) and the Park & Ride indicates there is no excuse for such failure to fully disclose available information.

Reconsideration and reopening of the hearing should be granted because of newly discovered evidence due to lack of disclosure by staff and the applicant. See SCC

30.72.065(2)(e).

4.3 Failure to Disclose Information in the SEPA process and Requirement for Cumulative Review of Cathcart Crossing and the Park & Ride.

As described above, by January 13, 2021, Snohomish County and Horton had agreed in the PSA (and amendments) that Horton would build, at no expense to the County, a Park & Ride on property adjacent to the Cathcart Crossing residential proposal. See **Stewart Exhibit 5**. Horton would also provide road access to the Park & Ride by constructing the internal roads in the Cathcart Crossing development. The Fifth Amendment to the PSA confirmed that the Park & Ride would be constructed and in operation prior to occupancy of the final phase of the residential development on the Cathcart Crossing proposal. Wetzel Exhibit 4 (M.5), a series of emails from the Horton's traffic consultant showing that the Park & Ride was deliberately left out of the Cathcart Crossing traffic analysis.⁸

However, on November 9, 2021, when Horton submitted its Environmental Checklist for the Cathcart Crossing project, there was no mention of the Park & Ride proposal at all. Exhibit E.1. at page 6, Question 7 asked:

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Question 9 asked:

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Horton answered both Questions 7 and 9 in the negative. No attempt was made by the County to

⁸The County transportation reviewer indicated, referring to the Park & Ride: "DPW has asked for this project to also evaluate Cathcart Way (AU 367) for a forecast LOS analysis even though it's not currently on the critical list, but it sounds like will soon be added." Wetzel Exhibit 4, page 7.

correct Horton’s answers. Nor was there mention of the Park & Ride in the Determination of Nonsignificance (DNS) issued by the County on May 11, 2022, despite the fact that Horton had prepared construction plans for the Park & Ride in May 2021. See **Stewart Exhibit 6.**⁹

These inaccurate answers, demonstrating a “lack of material disclosure” at a minimum, require both the withdrawal of the DNS and consideration of cumulative impacts of the Cathcart Crossing and Park & Ride project during environmental review following remand.

4.3.1 The DNS should be withdrawn and a new threshold determination issued.

The SEPA rules allow for the issuance of a determination of nonsignificance as provided in WAC 197-11-340. However, the lead agency “shall withdraw a DNS” under the circumstances outlined in Subsection 3(a)(iii) which provides:

(iii) The DNS was procured by misrepresentation or lack of material disclosure; if such DNS resulted from the actions of an applicant, any subsequent environmental checklist on the proposal shall be prepared directly by the lead agency or its consultant at the expense of the applicant.

The consequences of withdrawal of a DNS are outlined in Subsection (C):

(c) If the lead agency withdraws a DNS, the agency shall make a new threshold determination and notify other agencies with jurisdiction of the withdrawal and new threshold determination. If a DS is issued, each agency with jurisdiction shall commence action to suspend, modify, or revoke any approvals until the necessary environmental review has occurred (see also WAC 197-11-070).

As described above Horton had committed to construct the Park & Ride, was working on a proposal in conjunction with the Cathcart Crossing proposal in the PSA and amendments, all

⁹ **Stewart Exhibit 6(a)** is Snohomish County’s current listing of Park & Ride documents in file 21-113267, applied for 7.16.2021 and reviewed by the same county planner who reviewed the Cathcart Crossing application.

Stewart Exhibit 6(b) is the Park & Ride plan set cover sheet showing the site plan.

signed well before an environmental checklist for Cathcart Crossing was prepared. These materials disclose that the County was actually reviewing the Park & Ride proposal when the Cathcart Crossing Environmental Checklist and DNS were prepared.¹⁰ See **Stewart Exhibit 6**.

On this basis, Snohomish County should withdraw its May 11, 2022 DNS, issue a new threshold determination based on full disclosure of all facts and circumstances including the associated Park & Ride proposal, and in the interim, suspend or revoke approvals based on the prior DNS issued.

4.3.2 Environmental review: the Cathcart Crossing and Park & Ride proposals must be reviewed in a single environmental document.

Critical to content of SEPA review is the proper definition of the proposal under WAC 197-11-060(3)(a). Under certain circumstances, review of “closely related proposals” must be considered in a single document under Subsection 3(b):

- (b) Proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action shall be evaluated in the same environmental document. (Phased review is allowed under subsection (5).) Proposals or parts of proposals are closely related, and they shall be discussed in the same environmental document, if they:
 - (i) Cannot or will not proceed unless the other proposals (or parts of proposals) are implemented simultaneously with them; or
 - (ii) Are interdependent parts of a larger proposal and depend on the larger proposal as their justification or for their implementation.

As indicated above, the development of Cathcart Crossing and the Park & Ride were legally

¹⁰In the Decision at Footnote 36, page 14, the Examiner discounts expressed concerns over the “accuracy of the initial checklist submitted by the applicant.” he says:

The responsible official of the lead agency (in this case PDS) does not accept an applicant’s checklist at face value. Subject matter experts review the application, checklist and available information such as publicly available databases and maps and information in the county’s files.

(Emphasis supplied). Ms. Abbott, the county reviewer (the “responsible official of the lead agency”) did not make any corrections or changes to Horton’s checklist regarding the Park & Ride, though she was the responsible staff for that project.

linked by the PSA and its several amendments. Indeed, the Fifth Amendment “Phasing Plan,” signed by the County and Horton, bound the parties to build the Park & Ride during the third phase of Horton’s Cathcart Crossing construction. As such both criteria of WAC 197-11-060(3)(a) are met. Under Subsection (i) the Park & Ride “will not proceed” if the streets in Cathcart Crossing are not constructed.¹¹ Under Subsection (ii), the Park & Ride is an interdependent part of the larger Cathcart Crossing proposal, made so by the written agreements between Snohomish County and Horton.¹²

The present situation is similar to that presented in *Indian Trail Prop. Ass'n v. City of Spokane*, 76 Wn App 430 (1994) which addresses WAC 197-11-060(3). That case concerned permits for a four-acre shopping center. The plans included underground fuel storage tanks and a car wash.. 76 Wn.App. at 433. The applicant and City contended that these facilities would not be a part of the SEPA review for the shopping center because they would be developed later. The Court found this determination was inconsistent with the SEPA rules:

Phased Review. Phased review is defined as "the coverage of general matters in broader environmental documents, with subsequent narrower documents concentrating solely on the issues specific to the later analysis". WAC 197-11-776. SEPA allows for "phased review" because it assists agencies and the public to focus on issues ready for decision and to exclude from consideration issues already decided or not yet ready. WAC 197-11-060(5)(b). Cumulative Effects. We note at the onset that the responsible official's initial evaluation of the underground fuel storage tanks separate from other phases of the proposal was in error. Parts of proposals which are "related to each other closely enough to be, in effect, a single course of action shall be evaluated in the same environmental

¹¹The plans for the Park & Ride show it as an isolated “island” of construction without any connection with the adjacent road system. **Stewart Exhibit 6(b)**.

¹²County staff did not disclose the critical links in the PSA and amendments that bound the Cathcart Crossing and Park & Ride project to each other either during the SEPA process (Environmental Checklist and DNS, Exhibit E.1) or in its Staff reports

document". WAC 197-11-060(3)(b). Here, a phased review of the project was clearly inappropriate because it would serve only to avoid discussion of cumulative impacts. WAC 197-11-060(5)-(d)(ii). See also WAC 197-11-060(3)(b). However, the error was cured when the original MDNS and DNS were withdrawn, and the cumulative effects of the entire project considered before a new MDNS was issued.

Redevelopment of the shopping district also included plans for a car wash. In B1 zones, a car wash requires a special permit. When addressing neighborhood concerns about the noise impacts from the car wash, the hearing examiner responded "there is no car wash in this application and a special permit must be applied for before a car wash can be built in conjunction with this use." To the extent the hearing examiner was approving separate SEPA review for the car wash, he was in error. WAC 197-11-060(3)(b). However, the error was harmless because the responsible official considered the impact of the car wash when making the threshold determination and required mitigation measures for it.

76 Wn App at 442-43. In the present case, there is no question that the Park & Ride is part of the overall development and cannot be built without the road system to be installed in the Cathcart Crossing development. Moreover, Snohomish County and Horton have contractually agreed that Horton will build the Park & Ride as a part of the Cathcart Crossing development and included it in the PSA phasing plan.¹³ As described in **Stewart Exhibit 4(b)**, specific plans for the Park & Ride have been prepared and the environmental impacts of the combined Park & Ride/Cathcart Crossing proposal can be considered in a cumulative manner.

4.3.3 Failure to Consider Cumulative Traffic Impacts.

As described above, the Environmental Checklist and DNS did not consider any impacts of the Park & Ride proposal. These include the traffic and transportation impacts of the proposal, as well as pipeline projects, including other nearby developments. On remand, these cumulative and additive traffic impacts must be fully considered.

¹³Any phasing plan must be approved by the County in the open public process. SCC 30.41D.220

4.3.4 CONCLUSION REGARDING SEPA COMPLIANCE.

The SEPA process followed here is inconsistent with the established rules. First, there was a clear lack of full disclosure in the Cathcart Crossing Environmental Checklist and DNS because the Park & Ride proposal was not discussed. Second, the Cathcart Crossing and Park & Ride were clearly linked and review of them should be in a single environmental document. The Examiner should reconsider the determination that SEPA processing was consistent with the rules and remand for cumulative review of the two proposals in a new environmental checklist and threshold determination. As required by the rules, the Examiner should suspend or revoke any approvals until the necessary environmental review has occurred.

4.5 Reconsideration is Necessary to Evaluate Whether the Proposal is Consistent with County Criteria for Cathcart Crossing.

As noted on the first page of the PSA, Wetzel Exhibit 1 (M.3), the transaction between Snohomish County and Horton was based on the following:

B. Buyer was selected by the County through a competitive selection process in which the County set forth certain development parameters based on analysis of the Property. (Emphasis supplied). Once again, both the SEPA (Environmental Checklist/DNS) and land use reviews of the property failed to disclose this fact. Neither Staff Reports mentioned this factor.

Page 6 of the PSA defines the perimeters of the project that Horton presented during the “competitive selection process:”

As of the date hereof, Buyer plans to divide and develop the property for a mixed use development consisting of approximately 139 townhouse units and five commercial pads with apartments above.

There were at least five amendments of the PSA, but none of them modified the description of

Horton's planned project.

However, the staff report, environmental review and the Decision are based on a wholly different project. Instead of 139 townhouses, the number has more than doubled to 286 units. The number of commercial pads has shrunk from five to two; the fast-food outlet and the mini-storage have no apartments above them. No explanation is provided as to why, or how, the wholesale deviation from the prior plan has been approved by the Staff.

The Examiner conducts review of the proposal under several standards found in Title 30 of the Snohomish County Code. Chapter 30.23A. addresses Urban Residential Design Standards which are:

(2) To implement the county's desire for creating quality residential development as set forth in Objective LU 4.A and associated policies in the Snohomish County GMA Comprehensive Plan;

.....

(5) To improve compatibility of new residential development with existing residential development by appropriate design scale and massing of new residential development; and

SCC 30.23A.010. Under SCC 30.23A.030, concerning compatibility design standards:

(1) The purpose of compatibility design standards is to require additional features to be incorporated into higher density residential development when located adjacent to properties zoned and developed or designated for lower density single-family use in order to enhance the compatibility between uses.

Certainly the "development parameters based on the (County's) analysis of the Property" are relevant to the determination of compatibility of development of Cathcart Crossing and the south parcels.

The Hearing Examiner also considered and approved a "Binding Site Plan" pursuant to SCC Chapter 30.41D. See Decision at 18/15-22. However, the Examiner failed to address the

special provisions for county-owned property:

30.41D.030 Application process for county-owned property.

A binding site plan application for county-owned property will be processed in the same manner as any other binding site plan application, except that when a master development plan exists for county-owned property, the master development plan will serve as the approved binding site plan. To effect the proposed land division, the binding site plan must be recorded with a record of survey. (Added by Amended Ord. 02-064, Dec. 9, 2002, Eff date Feb. 1, 2003).¹⁴

Here the property is county owned¹⁵ and it is appropriate to determine whether the Horton plan is consistent with the prior planning for the site in the “competitive selection process” described in the PSA or in other planning for the property described in Wetzel Exhibit 8 (M.9). Further, the Examiner should determine whether the current proposal is consistent with that plan agreed upon in the PSA, i.e. “a mixed use development consisting of approximately 139 townhouse units and five commercial pads with apartments above.” In addition, the Examiner should determine whether the current proposal is consistent with the master plan designs presented to the public in 2017 as described in **Stewart Exhibit 5**.¹⁶ The Examiner has clear authority “to impose conditions and limitations on the binding site plan” under SCC 30.41D.110(1) to assure the plans presented are consistent with SCC 30.41D.030 and compatible with the neighborhood.

Reconsideration to address these issues, which were not disclosed by either County staff or Horton, is required here, particularly where the County staff is obligated “to fully cooperate

¹⁴Nor did the County’s staff report discussion of Chapter 30.41D recognize that the site was county owned and subject to special review under SCC 30.41D.030. See Exhibit L.1, pages 11-15.

¹⁵The property was not transferred to Pacific Ridge-DRH LLC until July 13, 2022, after the hearing examiner Decision issued, under Recording Number 202207180382, recorded the same day as an easement to Horton on the Park & Ride property, Recording Number 202207130277.

¹⁶**Stewart Exhibit 5** was included as public documents for the Cathcart South Property - Concept Development Plan and Park & Ride. See **Stewart Exhibit 7**.

with Buyer to obtain all Entitlement Approvals that Buyer deems necessary or appropriate.” PSA at 9.2.

4.6 The Examiner Should Reconsider Stormwater Design.

At page 16/2-5 of the Decision, the Examiner concludes that “Stormwater from the new public roads will be fully dispersed” That conclusion is an error of law and not supported by the evidence.

The plans for dispersal of stormwater from the public roads through level spreaders is contrary to applicable stormwater design manual and sound engineering practice. First, stormwater dispersion is not allowable within the buffer areas from salmon bearing streams such as Garden Creek. See Exhibit C.2, PDF pages 24-25. Secondly, the dispersion paths of 30% slopes are not allowable. *Id.*

The Examiner should reconsider his decision on stormwater and require modification of the stormwater plans.

4.7 The Examiner Should Reconsider His Decision to Decline to Recuse Himself.

In his Decision, the Examiner has declined to recuse himself based on appearance grounds at pages 5-6, nor to reopen the hearing, pages 9-11. The Examiner is respectfully requested to reconsider these rulings and to recuse himself from further proceedings in this matter.

The Snohomish County Code is explicit on the subject of recusal:

2.50.040 Recusancy.

Any county elected or appointed official shall remove him or herself from hearing any quasi-judicial matter where, in the judgment of that official, his or her impartiality might

be reasonably questioned. Grounds for such self-removal include, but are not limited to, a violation of the Appearance of Fairness Doctrine as defined in SCC 2.50.010(2).

(Emphasis supplied). SCC 2.50.010(2) provides:

(2) "Appearance of Fairness" means that Doctrine applied by Washington State Courts and chapter 42.36 RCW to quasi-judicial actions;

The Examiner says that the request for his recusal was “not timely raised.” Decision at 6/26. However, the Examiner allowed comments to be emailed, if received by 5 p.m.. on the day of the hearing (June 14, 2022). As indicated in the transcript (M.3, Wetzel Exhibit 9) at page 35, this was due to concerns regarding the Zoom format:

Now, some people, we've had problems with them figuring out, the technology has failed them during the hearing. They have not been able to testify during the hearing and I don't want you to be concerned that if for some reason you're unable to get the Zoom platform to work for you so you can speak now, I will accept written emailed comments by close of business today if you don't speak now. Okay? So, if you're unable to speak now and you want to say something and you think it's important that I hear it, I'll hear it. Just send me an email. Send it to hearing.examiner@snoco.org by 5:00 p.m. Put Cathcart Crossing in the subject header, and tell me what I need to know and give us your name and address.

An objection to the current Examiner making a decision on the Cathcart Crossing matter was raised at 4:32 p.m. on the afternoon of the hearing, June 14, 2022.¹⁷ See Exhibit L.20. This was well within the Examiner's imposed time limit and before the Examiner even began his review of the merits of the matter. Without mentioning SCC 2.50.040, the Examiner declined to recuse himself.¹⁸

¹⁷In Footnote 2 on page 6, the Examiner say that allowing the objection at 4:30 p.m., before the 5 p.m. deadline was not permissible because: “In addition, such a rule would encourage laying behind the log and objecting later to create unnecessary delay.” There is no basis to conclude that community comments expressing concern about the fairness of the hearing were made to “create unnecessary delay.”

¹⁸Though the objection was made before the close of the record at 5 p.m. on the date of the hearing.

The appearance of fairness doctrine has been a part of Washington law for more than 50 years, and the original test is applicable today:

The test of fairness, we think, in public hearings conducted by law on matters of public interest, vague though it may be, is whether a fair-minded person in attendance at all of the meetings on a given issue, could, at the conclusion thereof, in good conscience say that everyone had been heard who, in all fairness, should have been heard and that the legislative body required by law to hold the hearings gave reasonable faith and credit to all matters presented, according to the weight and force they were in reason entitled to receive. Neither the hearings before the planning commission nor the hearing before the board of county commissioners, in our judgment, met this test.

Smith v Skagit County, 75 Wn 2d 715, 741 (1969). The law is clear that decisions made in violation of the appearance of fairness doctrine will be vacated:

The appearance of fairness doctrine requires that quasi-judicial land use decisions, such as rezones, must be fair, and appear to be fair, in order to be valid. The nature of the zoning process, which requires local decisions regulating and restricting the use of property, requires confidence that the processes bringing about such regulation are fair and equitable. Chrobuck v. Snohomish Cy., 78 Wn.2d 858, 480 P.2d 489 (1971); *Hayden v. Port Townsend*, 28 Wn. App. 192, 622 P.2d 1291 (1981). The remedy for an ordinance passed in violation of the appearance of fairness doctrine is to void the ordinance. *Swift v. Island Cy.*, 87 Wn.2d 348, 552 P.2d 175 (1976). It has never been suggested that the government entity would be liable in tort for holding a meeting which violates this doctrine.

Alger v Mukilteo, 107 Wn 2d 541, 547 (1987) (Emphasis supplied). Moreover, the appearance of fairness doctrine applies where the participation of a decision maker will benefit that person's employer:

[2] The second major issue raised by the parties has to do with the appearance of fairness doctrine. In our view, that doctrine requires that we reverse the trial court and find that the city council and planning commission actions were invalid. It is beyond dispute that in considering a rezoning application the planning commission and city council are acting in a quasi-judicial capacity. E.g., *South Capitol Neighborhood Ass'n v. Olympia*, 23 Wn. App. 260, 595 P.2d 58 (1979). The appearance of fairness doctrine, as it has developed, has consistently been applied to quasi-judicial land use decisions. The doctrine appears to have first evolved in this context. *Smith v. Skagit County*, 75 Wn.2d 715, 453 P.2d 832

(1969). The core of the doctrine announced in Smith and repeated often is that hearings to which the doctrine applies must not only be fair in fact, but must appear to be fair and to be free of an aura of partiality, impropriety, conflict of interest, or prejudgment. *Chrobuck v. Snohomish County*, 78 Wn.2d 858, 480 P.2d 489 (1971). As the Supreme Court pointed out in *Chrobuck*, the nature of the zoning process warrants considerable effort to protect it from an appearance of impropriety.

As it has developed, the appearance of fairness doctrine has been applied not only to cases where actual conflict of interest is demonstrated, but also to situations where a conflict of interest may have affected an administrative action. The doctrine reaches the appearance of impropriety, not just its actual presence. *Buell v. Bremerton*, 80 Wn.2d 518, 495 P.2d 1358 (1972). The apparent benefit from the rezone application need not even inure directly to a commission member. It is enough that the member's employer receive an undeniable major benefit. *Narrowsview Preservation Ass'n v. Tacoma*, 84 Wn.2d 416, 526 P.2d 897 (1974).

Hayden v Port Townsend, 28 Wn App 192, 195-96 (1981) (Emphasis supplied).

As described above, in the present case, Snohomish County, acting in its propriety role as a land owner, has obligated itself to sell the Cathcart Crossing and Park & Ride properties for a substantial sum (\$9,600,000). The County also voluntarily, and as a matter of contract, decided that as the seller of the property it “shall fully cooperate with Buyer to obtain all Entitlement Approvals that Buyer deems necessary or appropriate,” Moreover, the record indicates Snohomish County’s transaction with Horton included a commitment that Horton build a public facility for the County, i.e. the Park & Ride. Under these circumstances the Hearing Examiner, as a county employee, should decline to act on a matter so closely connected with Snohomish County business. The record is clear that the County Council established criteria for development of the parcel as a part of a “competitive selection process.” See Wetzel Exhibit 1. Deciding the current matter places the Examiner in a position to review, and possibly deny a priority, of the Council.

In support of his decision to not recuse himself, the Examiner cites *Valley View v. Social Health Services*, 24 Wn App 192, 200-201 (1979), but that case is not relevant here. There, the Examiner was performing his ordinary review of a regulatory matter under the jurisdiction of DSHS. However, in this case, the Examiner is reviewing a situation where the county deals with its own property, acting not in a regulatory or quasi-judicial role, but in a proprietary capacity.

The Examiner is appointed by the Council and he serves for a two year term. SCC 2.02.015(1). A decision that runs contrary to Council priorities could mean that the current Examiner would not be reappointed.¹⁹ While the Examiner says: “He remains an employee irrespective of whether he approves the application” (Decision at 6/9-10), nothing prevents the Council declining to reappoint him in the future.

Moreover, the engagement of a qualified, independent pro-tem examiner to hear this matter does not present substantial burdens on the County. The Examiner can take judicial notice of the existence and availability of qualified examiners to preside over the present proceedings. Given the circumstances, the failure to appoint an independent examiner could result in significant delay if a review court determines that the present Examiner erred in not recusing himself.

Actions of the Examiner should favor adherence to the principles of a fair hearing. In the present case, the involvement of the County in the sale of its own property and ensuing “cooperation” with the county on “entitlements” indicate the need to conduct a hearing not

¹⁹The citation to *Van Harken v. City of Chicago*, 103 F3rd 1346 (7th Circuit, 1997) is therefore similarly not on point. Unlike Superior Court judges, the Snohomish County Hearing Examiner is appointed by the Snohomish County Council, not elected by the residents of the County.

tainted by a possibility of fairness issues. The standard under the Snohomish County Code is whether “his or her impartiality might be reasonably questioned.” This objective test is met here. The Examiner should recuse himself and an independent Examiner be appointed to hear this case, including the reconsideration motion.

The Examiner’s decision not to recuse himself should be reconsidered because it exceeded the Examiner’s jurisdiction, fails to follow applicable procedures and was an error of law under SCC 30.72.065(2)(a)(b) and (c).

5. CONCLUSION.

The moving party respectfully requests that the Hearing Examiner reconsider his Decision of July 7, 2022.

First, the Examiner should recuse himself from further proceedings in this matter for the reasons set forth at Section 4 of this petition. A new independent examiner should be appointed to act on the remaining issues of this reconsideration request.

Second, that part of the decision which determines that SEPA compliance is adequate should be reconsidered based on the facts presented here. The Examiner should determine that the Environmental Checklist and DNS were issued in error and remand for a new environmental checklist and threshold determination which would include the impacts of both the Cathcart Crossing and the Park & Ride projects. In the interim, the Decision based on the incomplete and inadequate SEPA compliance should be vacated. Once a threshold determination consistent with the SEPA rules is complete, the public hearing on the application should be renoticed and rescheduled.

Third, conclusions and findings that the proposal meet standards and criteria under the code should be reconsidered in light of the evidence described in the motion. The reconsideration should combine for review the Cathcart Crossing and Park & Ride proposals. The Examiner should remand for a new hearing that takes into account all pertinent information and make a new decision in light of this information.

Respectfully submitted this 29th day of July, 2022.

Law Offices of J. Richard Aramburu, PLLC

/s/

J. Richard Aramburu, WSBA #466
Attorney for Katrina Stewart

From: Abbott, Stacey
Sent: Tuesday, June 14, 2022 1:31 PM
To: Hearing.Examiner
Subject: Staff Recommendation - Word Version
Attachments: Staff Recommendation - Word Version.doc

We have a few corrections in the report – I will address these in the hearing.

Thanks

Stacey Abbott | Sr. Land Use Planner

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

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NOTICE: All emails, and attachments, sent to and from Snohomish County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56)

From: Clarkson, Allegra
Sent: Wednesday, June 15, 2022 9:39 AM
To: Abbott, Stacey
Subject: Stamped Exhibit - Updated Staff Report
Attachments: L.2 Updated Staff Recommendation_6-14-22.pdf

Allegra Clarkson

she/her/hers

Administrative Hearings Clerk for

[Snohomish County Hearing Examiner](#)

[Washington State Boundary Review Board for Snohomish County](#)

425.388.3538 • allegra.clarkson@snoco.org

NOTICE: All communications to and from Snohomish County are public records and may be subject to disclosure (Chapter 42.56 RCW).



March 7, 2022

Stacey Abbott
Snohomish County, Planning & Development Services
3000 Rockefeller Avenue M/S #604,
Everett, WA 98201

**Re: Cathcart Crossing Park and Ride – 21 113268 CUP and 21-113267 LDA
Core Project No. 20071P**

Dear Stacey:

The purpose of this letter is to provide a response to the review comments for the Cathcart Crossing Park and Ride project review dated January 28, 2022. We have addressed each comment and revised the plan/documentation accordingly. This letter contains the review comments immediately followed by our response to each in bold lettering.

Planning/Land Use:

Reviewer: Stacey Abbott

1. Landscaping islands shall have a minimum horizontal dimension of four feet in every portion of the island. Please include dimensions on the site plan and landscaping plan. A TYPICAL is sufficient.

Response: Please see note and typical on sheet L2.06.

2. Please include a note that islands shall be protected by six-inch protective curbing and if necessary, curb blocks.

Response: Please see note and typical on sheet L2.06.

3. Please provide a narrative demonstrating compliance with the Conditional Use Permit decision criteria cited I SC 30.42C.100(1). This will also be included in the public record hearing.

Response: Please see revised narrative included in resubmittal.

4. Stormwater treatment facility landscaping is required in accordance with SCC 30.25.023. Please show this landscaping on the landscape plan.

Response: 6' height fencing surrounding the stormwater pond is provided (see civil plans as well). A 5' width clear zone is provided around the perimeter of the fencing for access and maintenance purposes. Native landscaping is also provided surrounding the pond area.

5. Comment letters have been received. Please address the issues raised in writing to be included in the public record hearing.

Response: Please see the response to public comments included in resubmittal.

Drainage/Grading/Geohazard:

Reviewer: Jack Hurley

This project is subject to the 2021 Snohomish County Drainage Manual.

Review Comments (related to CUP application):

1. Address mark ups and review comments on the drawings and in the drainage report.

Response: These comments have been addressed on the revised plans and reports.

2. Minimum Requirement #4: Clarify the existing drainage patterns on-site. Show the different discharge routes and contributing areas.

Response: The existing conditions exhibit has been updated with existing flow direction arrows to clarify that the site is one TDA.

3. Minimum Requirement #7: The areas impacted by construction appear to be larger than the area used in the hydrologic analysis. Revise and clarify.

Response: Developed area and modeled areas have been updated.

4. Minimum Requirement #8: Provide additional information that addresses this MR. (The criteria for analysis is more rigorous in the 2021 SCDM.) At a minimum, demonstrate how this MR is analyzed.

Response: More information has been added to minimum requirements #8 per the 2021 SCDM and modeling for Wetlands K and L has been added.

Critical Areas/Shoreline/Forest Practice:

Reviewer: Emily Swaim

Site review was conducted on November 4, 2021 and December 2, 2021 by Snohomish County staff. Wetland and stream boundary flagging was observed onsite and staff agrees that the wetland and stream delineations provided are accurate.

Chapter 30.62A SCC – Wetlands and Fish & Wildlife Habitat Conservation Areas**Please provide the following at the time of resubmittal:**

1. **Additional Wetland Rating Information:** There are offsite recorded Critical Area Site Plans (CASPs) that document Wetlands A, B, C, and G as Category II wetlands with moderate habitat scores (AFNs # 201710240561, 200112100570, 200203130197, and 200210221141) and as potentially one wetland unit. Please evaluate and determine if these recorded CASPs alter any of the existing wetland ratings. What was the basis of determination for separating offsite Wetland A from Wetland K-CSII?

Response: There are offsite recorded Critical Area Site Plans (CASPs) that document Wetlands A, B, C, and G as Category II wetlands with moderate habitat scores (AFNs # 201710240561, 200112100570, 200203130197, and 200210221141) and as potentially one wetland unit.

SVC has reviewed the Critical Areas Study and Wetland Mitigation Plan for Equestrian Estates, Lot 3 completed by Wetland Resources dated June 19, 2002. This report was completed for Snohomish County Tax Parcel 00617300100200, which is located approximately 60 feet west of the site and associated with AFN #200210221141. In the report, Wetland Resources identified and evaluated a large Category II wetland (labeled Wetland E on their map) which extends offsite to the east of that site (onto the Cathcart Park and Ride parcel). According to the report, the site investigation was completed in the spring of 2000, utilizing a 1997 delineation manual and wetland ratings were completed using a prior evaluation method identified in an older version of Snohomish County Critical Area Regulations that appear to categorize wetlands based largely on canopy cover, overall size, and local zoning. Wetland E is described as having hydrophytic vegetation comprised predominantly of facultative species with some wetter species also noted. Soils were described as revealing “redox conditions (black, silty clay loam soils; 10YR 2/1) to at least 18” below the surface” and “at the time of the investigation, soils were inundated”. Both the delineation methodology and wetland rating methods have since been updated multiple times since this original delineation and assessment were completed, and while historically low chroma soils were considered hydric, updated guidance indicates that that low chroma alone is not necessarily indicative of hydric soils. No formal data is provided in the report for Wetland E, likely due to its offsite location, therefore it is unclear if the soils that were observed in 2000 would meet current hydric soil indicators. AFN #200112100570 and #200203130197 also identify Category II wetlands that appear to be continuations to the north and south of the Category II Wetland E identified by the 2002 Wetland Resources report, however, no associated wetland reports were readily available for these AFNs, but given the timeframe, they were likely assessed under the same outdated Snohomish County Critical Area

Regulations. Wetland rating methodology has been updated since the early 2000s, and there is no direct translation from the prior to Snohomish County ratings to the most up-to-date wetland rating methodology, therefore wetlands historically classified as Category II wetlands under the 2000 County ratings do not inherently correlate to a Category II wetland under the most recent 2014 wetland rating.

SVC has reviewed the available documents (CASP, AFN #201710240561, and critical areas report) for Snohomish County Tax Parcel #00617300101400, which is located to the southwest of the site. A Critical Area Study for Edmonds – 152nd Street SE was completed on June 27, 2017, by Acre Environmental Consulting, LLC, (Acre) and is the only adjacent critical area study conducted utilized the updated wetland rating guidance. Acre identified two wetlands on this parcel, Wetland A and Wetland B. Given its location on the western portion of the site, Wetland B is not anticipated to have any effect on the Cathcart Park and Ride site and will not be discussed further. However, Acre did identify Wetland A in the southern and eastern portion of the site, extending offsite to the east onto the Cathcart property. Acre rated Wetland A as a Category II riverine wetland with a moderate habitat score of 6 points. A stream is identified flowing through Wetland A and appears to originate approximately 910 feet to the southwest, at the corner of 83rd Avenue SE and 152nd Street SE. Snohomish County Drainage Inventory shows a relatively small area contributing drainage to the stream. On the Edmonds – 152nd Street SE site, the stream flows from the southern portion of the property to the north, under the existing driveway through a 12” plastic pipe culvert. The stream then flows northeast through the property, eventually flowing offsite and into Garden Creek.

Wetland A is mapped by Acre as extending offsite to the east and northeast, into the vicinity of Wetland G on the Cathcart property. As the identified Wetland A is located on private property and not visually accessible from the Cathcart site, SVC cannot confirm if Acre’s wetland rating is accurate or if the Cathcart Wetland G is part of the Wetland A unit that Acre had identified as continuing offsite. However, Cathcart Wetland G is a clear a depression that appears to be seasonally flooded due to a high groundwater table, precipitation, and sheetflow from surrounding uplands. While SVC has conservatively extended the Wetland G boundary to Garden Creek, it was noted that Garden Creek is relatively incised and does not have the capability of overbank flooding throughout a substantial area. Additionally, according to the wetland rating manual, when both riverine and depressional HGM classifications exist within a wetland unit, then the wetland is rated as depressional. Therefore, if Cathcart Wetland G does in some way connect with the riverine wetland (Wetland A) identified and rated by Acre, then the depressional HGM classification would still be utilized for rating purposes. As such, the depressional rating that SVC has provided for Wetland G should supersede the riverine Wetland A rating provided by Acre. Given that the area in question is located offsite, it is also possible that there is a riverine wetland present along Garden Creek that may be separated from Wetland G by upland, in which case the Category II riverine rating may be more appropriate. However, if this is the case, then the associated riverine buffer would not be anticipated to result in any further encumbrance given its distance from the site and the presence of the onsite depressional Wetland G and its buffer that already encumber the southwest portion of the site.

SVC has completed a full onsite investigation and has determined that there are multiple

wetland units along western portion of the property, rather than one large unit, based on conditions observed onsite during multiple seasons and multiple years. SVC returned to the site on November 19, 2021 to collect additional data (DP 15 – 26) in support of the wetland boundaries and ratings. DP's 15 – 18 document the upland conditions observed between Wetlands A, B, C, and G, which included a lack of hydric soils at all four locations, as well as a lack of hydrology despite above average rainfall in the wet season. This upland data supports both the wetland boundaries and the separation of the wetland units. SVC completed a more in-depth assessment of the offsite areas, where possible, extending offsite boundaries of Wetland G and K. The boundary for Wetland G was amended to extend further west, ending at Stream Z, and the Wetland K boundary was amended to extend further south. Both of these extensions exceed the original Otak delineations and were conservatively made based on observations during above-normal precipitation conditions observed in November 2021. These boundaries have been updated in the Final Mitigation Plan.

The outdated wetland ratings completed during the early 2000s and recorded on CASPs for properties to the west of the site are not necessarily representative of the current wetland rating system and should be superseded by the updated ratings system. While the more recent 2017 CASP indicates a potential Category II wetland immediately offsite to the southwest of the site, this wetland was rated as a riverine HGM classification whereas the onsite wetland is depressional. SVC has completed ratings of the onsite wetlands based on multiple site investigations completed by multiple investigators throughout several seasons and over the course of 2 years. Consequently, these ratings have taken into account multiple professional views and assessed these wetlands in a variety of conditions. As such, SVC maintains that the ratings provided accurate assessments of the identified features, and while the prior assessments for the offsite properties to the west have inferred differing results, these results are outdated and/or were missing information due to their offsite nature.

What was the basis of determination for separating offsite Wetland A from Wetland K-CSII?

Wetland A and Wetland K were determined to be separated by a berm feature. Due to its location on private property, a data plot could not be collected to document upland conditions. However, review of Snohomish County hillshade layer verifies a high point in this area.

- 2. Revised Landscape Plan:** Please see markups on the submitted Landscape Plan and comments from the Tulalip Tribes dated September 1, 2021.

Response: SVC provided a revised Conceptual Mitigation Plan dated October 22, 2021 to Snohomish County in email correspondence in January 2022. The revised Conceptual Mitigation Plan was updated to address proposed work along State Route 9 in addition to the park and ride development. The Final Mitigation Plan is consistent with the final proposed park and ride development and State Route 9 work.

The Tulalip Tribes provided Snohomish County email comments dated September 1, 2022. The email comments stated:

“1) when the 148th Street access road project happens, we’d like to make sure a fish passable structure is used for the Garden Creek stream crossing. Not only do resident salmonids need habitat connectivity, there’s potential for future downstream restoration projects to allow for anadromous salmonids to spawn and rear in that area, and 2) we understand that the buffer enhancement planting plan meets mitigation ratios. We weren’t sure, however, if all landscape plantings within buffer zones were to be native. We’d like to request that they are, even if that exceeds the required enhancement area.”

No crossing of Garden Creek is proposed as part of the Cathcart Park and Ride project. The proposed project was designed to minimize impacts to wetlands and buffers, retaining standard wetland and stream buffer widths where feasible. The Final Mitigation Plan has been revised to propose buffer creation south of the park and ride and stormwater facility to mitigate for unavoidable buffer impacts associated with the access road, pedestrian trail, and State Route 9 improvements. The proposed buffer creation will preserve existing forest. While the proposed landscaping is located outside of the stream and wetland buffers, some native plant species are incorporated into the proposed landscaping.

3. **Revised Site Plan/Drawings:** It appears the drawings submitted do not match the submitted landscape plan or mitigation bank use plan map which depict additional trails and a potential maintenance road on the east side of the property not depicted on the drainage plans or site plan. The boundaries of the onsite and offsite portions of the wetlands also do not match on the drawings and are different shapes on both the drainage plans versus the critical area study documents.

Response: SVC provided a revised Conceptual Mitigation Plan dated October 22, 2021 to Snohomish County in January 2022 in email correspondence. The revised Conceptual Mitigation Plan was updated to address proposed work along State Route 9 in addition to the park and ride development. The Final Mitigation Plan is consistent with the final proposed park and ride development and State Route 9 work. The mitigation bank use plan has been combined with the Final Mitigation Plan to provide one Final Mitigation Plan document. The wetland boundaries were re-staked in November 2021 to enable Snohomish County’s onsite review of wetland delineations and ratings and have been rectified between the drainage plans and critical area study documents.

21-113267 LDA Comments:

1. **Revised Final Mitigation Plan:** Please see markups on the conceptual mitigation plan drawings and address the split-rail fencing discrepancies. Please also include specific plant quantity amounts for the 243 shrub plantings and 46 tree plants for wetland and stream buffer enhancement onsite. Include the specific mitigation measures proposed from SCC 30.62A.340(4)(c)(i)(A) in the updated Mitigation Plan for Wetlands C, I, K, and L.

Response: The Final Mitigation Plan has been revised to provide buffer creation to offset the proposed buffer impacts; no buffer enhancement is proposed. Minimization measures are described in the Final

Mitigation Plan. Plant quantities are provided for the proposed buffer restoration areas. The County provided mark-ups on the split-rail fencing locations adjacent to 148th Street and between Wetlands I and K. The split-rail fencing locations have been revised to reflect the revised mitigation plan, including the proposed buffer creation areas. 148th Street and associated split-rail fencing are proposed under a separate application for the Cathcart Crossing project.

2. **Updated Critical Area Information:** Please upload the revised critical area study wetland delineation maps and additional data forms dated November 22, 2021 to the project file.

Response: The critical areas study has been revised with the wetland delineation maps and additional data forms from November 2021.

3. **Estimated Cost of Construction and Monitoring:** Please provide the total estimated constructions cost of mitigation.

Response: A bond quantity worksheet for the Final Mitigation Plan has been prepared.

4. **Performance and Monitoring Security Device:** A performance security is required in the form of either an assignment of funds or a monitoring bond agreement to ensure that the mitigation is installed and monitored as defined in the Conceptual Mitigation Plan – Cathcart Park and Ride drafted by Soundview Consultants LLC.

Pursuant to SCC 30.84.015(1), a performance security is required and shall be 110 percent of the total cost of the covered work or improvements calculated at the time of expiration of the device. Unless otherwise provided in this title, a performance security shall remain in effect until final inspection and construction acceptance by the county of all facilities specified by the plans, including those improvements whose construction is secured with the performance security. Pursuant to SCC 30.84.015(3), the monitoring security shall be 20 percent of the total cost of the mitigation materials and labor and monitoring. Either a bond agreement or an assignment of funds will need to be completed and turned in prior to the issuance of the LDA permit.

Response: A bond quantity worksheet for the Final Mitigation Plan has been prepared.

5. **Proof of Purchase of Mitigation Bank Credits:** Please provide the proof of purchase of the 0.022 mitigation bank credits from the Snohomish Basin Wetland Mitigation Bank. This will need to be completed and turned in prior to issuance of the LDA permit

Response: The Applicant will provide proof of purchase of mitigation bank credits from the Snohomish Basin Wetland Mitigation Bank prior to issuance of the LDA permit.

Transportation:

Reviewer: David Irwin

1. A Transportation Review Memo is included in this review package and attached to this review completion letter. Below is a summary of items to be addressed prior to final recommendation:

1. Comments are needed from DPW Traffic Operations for the future LOS analysis.

Response: The electronic data was provided to DPW staff on December 29, 2021. Brad Lincoln from Kimley-Horn and Associates, Inc. (previously Gibson Traffic) has contacted DPW staff to check on the status of the review. However, comments from DPW staff have not been received as of the date of this resubmittal.

2. Start the process to obtain a temporary construction easement, agreement, or permit for the work on County property that is not currently designated as right-of-way.

Response: A temporary construction easement across the three parcels of the site has been included in this resubmittal package.

3. Address the cross-section for the public parking access road ("Road C").

Response: Cross section has been added to civil plans.

4. Comments from CT are needed.

Response: Comments from Community Transit have not been received as of the date of this resubmittal.

5. Address the need for bicycle lockers.

Response: The locations of structures and transit amenities such as bicycle lockers are not proposed at this time. It is our understanding that Community Transit will address the needs for the site and provide fixture information at a future date.

6. Provide illumination along the shared use path and internal to the site.

Response: Please see illumination plans included in this resubmittal package.

7. Show and label the existing and proposed right-of-way width on 148th Street SW and SR 9.

Response: Revised as requested on civil plans.

8. Please show and label the jurisdiction line between WSDOT and Snohomish County.

Response: Revised as requested on civil plans.

9. Comments from WSDOT are needed.

Response: Plans were provided to WSDOT staff on November 22, 2021. Core Design staff have contacted WSDOT staff to check on the status of the review. However, comments from WSDOT have not been received as of the date of this resubmittal.

10. Address the comments from the City of Mill Creek.

Response: The trip generation documented in the TIA assumes a gross trip generation without any reduction for pass-by trips. It is anticipated that the majority of the trips will be pass-by trips and would reduce the overall trips on the roadway. Therefore, traffic mitigation fees to the City of Mill Creek should not be required. Additionally, Snohomish County staff identified that traffic mitigation fees would not be required for this site. Section III.M of the interlocal agreement allows Snohomish County to determine the mitigation for impacts to City of Mill Creek that is proportionate to the development. The City of Mill Creek traffic mitigation fees should be \$0.

2. 1st Transportation LDA Review Checklist is included in this review package. Be sure to address all items with an “X” for the resubmittal.

Response: See comment responses on Transportation review checklist.

3. Review and address all markups, which are contained in the following attached documents:
 1. Drainage Plan markups

Response: Comments markups on plans have been addressed.

Fire:

Reviewer: Lori Burke

1. The information on the site plan has provided some confusion. It is typical that there is a shelter for bus passengers. The site plan and project narrative do not indicate a shelter of any kind. The area is identified as “lawn” on the landscaping plan.

I have had email correspondence that indicates a shelter is planned. Therefore, I need fire hydrant information to be shown on the LDA and CUP plans. The plans and/or project narrative shall include confirmation or information on the construction of a passenger shelter if there is one.

Response: A bus shelter is not proposed at this time; however an additional fire hydrant has been included across the street at the adjacent Cathcart Crossing project for future fire protection at the

Park and Ride site. See sheet C7.01. A water connection to the adjacent Cathcart Crossing project is not available due to utility district boundaries.

Sincerely,
CORE DESIGN, INC.

A handwritten signature in black ink, appearing to read 'LS', with a stylized flourish at the end.

Lindsey B. Solorio, P.L.A.
Project Manager



Cathcart Park and Ride Land Disturbing Activity Permit Project Narrative

Narrative:

The subject project (Parcels 00403800015600, 00403800014102 and 0040380014101) is located off SR-9 in Snohomish, WA 98296 south of the Cathcart Crossing project which is under review currently. The site is vacant and contains eight wetlands, one stream (Garden Creek) and associated buffers.

The proposal is to develop the ±16.54-acre site into a park and ride facility to serve Community Transit. The property is zoned R-5 which allows the park and ride use, however it does not allow utilities from the adjacent proposed Cathcart Crossing project to be extended to serve the site.

The proposed development includes 154 parking spaces to serve those utilizing Community Transit, bus platforms and a stormwater detention pond. Pedestrian oriented amenities of recreation facilities, open lawn, a trail and landscaping is also proposed to support the use of the site.

The primary site access is off Road A which will be constructed as part of the proposed Cathcart Crossing project. Road A connects to SR-9 adjacent to the northeast side of the project.

Stormwater detention is proposed in accordance with County Standards. A stormwater detention pond is proposed in the eastern part of the site.

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**First Amendment**") is dated for reference as of the 13th day of July, 2020, by and between PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, as buyer ("**Buyer**") and SNOHOMISH COUNTY, a political subdivision of the State of Washington, as Seller ("**Seller**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated for reference April 15, 2020 ("**Agreement**"), wherein Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor's Tax Parcel Number 28053600301100, which property is legally described in in the Agreement (the "**Property**").

Buyer requires additional time to complete its due diligence review and the Parties desire to extend the Due Diligence Period.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 8.1 of the Agreement is hereby deleted and replaced in entirety with the following:

8.1 Due Diligence Period. This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Buyer or Buyer's agents in conjunction with Buyer's inspection and feasibility analysis of the Property. Buyer may conduct a feasibility analysis of the Property, at its cost, to determine whether or not the Property is suitable to Buyer, in its sole and absolute discretion. Buyer's feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Buyer deems appropriate. Seller agrees to allow Buyer until 5:00 p.m. September 25, 2020 ("**Due Diligence Period**") to conduct its feasibility analysis and due diligence with respect to the Property and on the Property. If any Phase 1 conducted by Buyer before the initial Due Diligence Period recommends further environmental testing (e.g., a Phase 2), the Due Diligence Period shall be extended automatically for an additional sixty (60) days to allow Buyer to obtain and review such report. If Buyer's feasibility analysis indicates that the Property is suitable to Buyer, in its sole and absolute discretion, Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the end of the Due Diligence Period **Notwithstanding anything in this Agreement to the contrary, the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris.**

2. **Counterparts.** This First Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

3. **Effect.** Except as expressly amended in this First Amendment, the terms and conditions of the Agreement remain unchanged in full force and effect. In the event of any conflict between this First Amendment and the rest of the Agreement, the provisions of this First Amendment shall control.

4. **BUYER'S CORPORATE APPROVAL.** Notwithstanding any other provision contained in this First Amendment to the contrary, this First Amendment shall not be a valid and enforceable obligation of Buyer unless it is executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this First Amendment by and between Seller and Buyer's representative below.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the dates sets forth below.

APPROVED AS TO FORM: Rebecca J. Guadamud 07-13-2020
Snohomish County Deputy Prosecuting Attorney

SELLER: SNOHOMISH COUNTY., a Washington corporation

By: Charis Hutchins
Its: Property Officer
Date of Execution: July 13, 2020

BUYER: PACIFIC RIDGE - DRH, LLC, a Delaware limited liability company

By: [Signature]
Name: Justin Goff
Title: Division President
Date of Execution: July 14th, 2020

**HORTON'S
CORPORATE APPROVAL:**

DocuSigned by:

By: J. Matt Farris

Name: J. Matt Farris

Title: West Region President

As an Officer of Horton and Not In His/Her
Individual Capacity

Date of Execution: 7/16/2020, 2020

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Second Amendment**”) is dated for reference as of the 22 day of September, 2020, by and between PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, as buyer (“**Buyer**”) and SNOHOMISH COUNTY, a political subdivision of the State of Washington, as Seller (“**Seller**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated for reference April 15, 2020, with First Amendment thereto (“**Agreement**”), wherein Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor’s Tax Parcel Number 28053600301100, which property is legally described in the Agreement (the “**Property**”).

Horton requires additional time to complete its due diligence review and the Parties desire to extend the Due Diligence Period.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 8.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

8.1 Due Diligence Period. This Agreement is subject to Buyer’s approval, in Buyer’s sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Buyer or Buyer’s agents in conjunction with Buyer’s inspection and feasibility analysis of the Property. Buyer may conduct a feasibility analysis of the Property, at its cost, to determine whether or not the Property is suitable to Buyer, in its sole and absolute discretion. Buyer’s feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Buyer deems appropriate. Seller agrees to allow Buyer until 5:00 p.m. November 11, 2020 (“**Due Diligence Period**”) to conduct its feasibility analysis and due diligence with respect to the Property and on the Property. If any Phase 1 conducted by Buyer before the initial Due Diligence Period recommends further environmental testing (e.g., a Phase 2), the Due Diligence Period shall be extended automatically for an additional sixty (60) days to allow Buyer to obtain and review such report. If Buyer’s feasibility analysis indicates that the Property is suitable to Buyer, in its sole and absolute discretion, Buyer will send written notice (the “**Notice of Suitability**”) to Seller on or before the end of the Due Diligence Period. **Notwithstanding anything in this Agreement to the contrary, the Notice of Suitability shall not be effective unless such Notice of**

Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris.

2. **Counterparts.** This Second Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

3. **Effect.** Except as expressly amended in this Second Amendment, the terms and conditions of the Agreement remain unchanged in full force and effect. In the event of any conflict between this Second Amendment and the rest of the Agreement, as amended, the provisions of this Second Amendment shall control. The Parties acknowledge and agree that notwithstanding any failure by Buyer to deliver its Notice of Suitability on or before September 25, 2020, the Agreement shall remain in full force and effect until the sooner of Buyer's written termination of the Agreement pursuant to Section 8.1 of the Agreement, or November 11, 2020.

4. **CORPORATE APPROVAL OF HORTON.** Notwithstanding any other provision contained in this Second Amendment to the contrary, this Second Amendment shall not be a valid and enforceable obligation of Buyer unless it is executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this Second Amendment by and between Seller and Buyer's representative below.

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the dates sets forth below.

APPROVED AS TO FORM: Rebecca J. Guadamud 9-22-2020
Snohomish County Deputy Prosecuting Attorney

SELLER: SNOHOMISH COUNTY., a Washington corporation

By: Cherie Hutchins
Its: Property Officer
Date of Execution: September 22, 2020

BUYER: PACIFIC RIDGE - DRH, LLC, a Delaware limited liability company

By: Justin Goff
Name: Justin Goff
Title: Dis President
Date of Execution: 9/22/, 2020

**HORTON'S
CORPORATE APPROVAL:**

DocuSigned by:
J. Matt Farris
By: _____
Name: J. Matt Farris
Title: West Region President
As an Officer of Horton and Not In His/Her
Individual Capacity

Date of Execution: October 6, 2020

THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Third Amendment") is dated for reference as of the 22nd day of October, 2020, by and between PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, as buyer ("Buyer") and SNOHOMISH COUNTY, a political subdivision of the State of Washington, as Seller ("Seller"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated for reference April 15, 2020, with First Amendment and Second Amendment thereto (collectively, "Agreement"), wherein Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor's Tax Parcel Number 28053600301100, which property is legally described in the Agreement (the "Property").

Horton requires additional time to complete its due diligence review and the Parties desire to extend the Due Diligence Period.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 8.1 of the Agreement is hereby deleted and replaced in entirety with the following:

8.1 Due Diligence Period. This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Buyer or Buyer's agents in conjunction with Buyer's inspection and feasibility analysis of the Property. Buyer may conduct a feasibility analysis of the Property, at its cost, to determine whether or not the Property is suitable to Buyer, in its sole and absolute discretion. Buyer's feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Buyer deems appropriate. Seller agrees to allow Buyer until 5:00 p.m. December 14, 2020 ("**Due Diligence Period**") to conduct its feasibility analysis and due diligence with respect to the Property and on the Property. If any Phase 1 conducted by Buyer before the initial Due Diligence Period recommends further environmental testing (e.g., a Phase 2), the Due Diligence Period shall be extended automatically for an additional sixty (60) days to allow Buyer to obtain and review such report. If Buyer's feasibility analysis indicates that the Property is suitable to Buyer, in its sole and absolute discretion, Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the end of the Due Diligence Period. **Notwithstanding anything in this Agreement to the contrary, the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris.**

2. **Counterparts.** This Third Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

3. **Effect.** Except as expressly amended in this Third Amendment, the terms and conditions of the Agreement remain unchanged in full force and effect. In the event of any conflict between this Third Amendment and the rest of the Agreement, as amended, the provisions of this Third Amendment shall control. The Parties acknowledge and agree that notwithstanding any failure by Buyer to deliver its Notice of Suitability on or before November 11, 2020, the Agreement shall remain in full force and effect until the sooner of Buyer's written termination of the Agreement pursuant to Section 8.1 of the Agreement, or December 14, 2020.

4. **CORPORATE APPROVAL OF HORTON.** Notwithstanding any other provision contained in this Third Amendment to the contrary, this Third Amendment shall not be a valid and enforceable obligation of Buyer unless it is executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this Third Amendment by and between Seller and Buyer's representative below.

[SIGNATURES ON FOLLOWING PAGE]

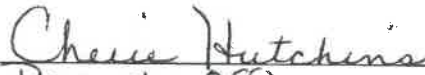
IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment as of the dates sets forth below.

APPROVED AS TO FORM:


for RJG- 10/22/20
Snohomish County Deputy Prosecuting Attorney

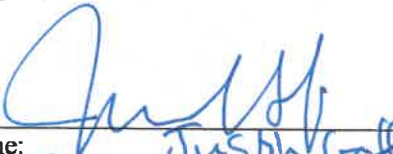
SELLER:

SNOHOMISH COUNTY., a Washington corporation

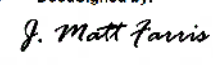
By: 
Its: Property Officer
Date of Execution: 10-23, 2020

BUYER:

PACIFIC RIDGE - DRH, LLC, a Delaware limited liability company

By: 
Name: Justin Goff
Title: Pres. Div.
Date of Execution: 10/23, 2020

**HORTON'S
CORPORATE APPROVAL:**

DocuSigned by:

By: J. Matt Farris
Name: J. Matt Farris
Title: west Region President
As an Officer of Horton and Not In His/Her
Individual Capacity
Date of Execution: 11/06/2020

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Fourth Amendment**") is dated for reference December 10, 2020, by and between PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, as buyer ("**Buyer**") and SNOHOMISH COUNTY, a political subdivision of the State of Washington, as Seller ("**Seller**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated for reference April 15, 2020, with First, Second, and Third Amendments thereto (collectively, "**Agreement**"), wherein Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor's Tax Parcel Number 28053600301100, which property is legally described in in the Agreement (the "**Property**").

Horton requires additional time to complete its due diligence review and the Parties desire to extend the Due Diligence Period.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 8.1 of the Agreement is hereby deleted and replaced in entirety with the following:

8.1 Due Diligence Period. This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Buyer or Buyer's agents in conjunction with Buyer's inspection and feasibility analysis of the Property. Buyer may conduct a feasibility analysis of the Property, at its cost, to determine whether or not the Property is suitable to Buyer, in its sole and absolute discretion. Buyer's feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Buyer deems appropriate. Seller agrees to allow Buyer until 5:00 p.m. January 4, 2021 ("**Due Diligence Period**") to conduct its feasibility analysis and due diligence with respect to the Property and on the Property. If any Phase 1 conducted by Buyer before the initial Due Diligence Period recommends further environmental testing (e.g., a Phase 2), the Due Diligence Period shall be extended automatically for an additional sixty (60) days to allow Buyer to obtain and review such report. If Buyer's feasibility analysis indicates that the Property is suitable to Buyer, in its sole and absolute discretion, Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the end of the Due Diligence Period. **Notwithstanding anything in this Agreement to the contrary, the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris.**

2. **Counterparts.** This Fourth Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

3. **Effect.** Except as expressly amended in this Fourth Amendment, the terms and conditions of the Agreement remain unchanged in full force and effect. In the event of any conflict between this Fourth Amendment and the rest of the Agreement, as amended, the provisions of this Fourth Amendment shall control. The Parties acknowledge and agree that notwithstanding any failure by Buyer to deliver its Notice of Suitability on or before December 14, 2020, the Agreement shall remain in full force and effect until the sooner of Buyer's written termination of the Agreement pursuant to Section 8.1 of the Agreement, or January 4, 2021.

4. **CORPORATE APPROVAL OF HORTON.** Notwithstanding any other provision contained in this Fourth Amendment to the contrary, this Fourth Amendment shall not be a valid and enforceable obligation of Buyer unless it is executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this Fourth Amendment by and between Seller and Buyer's representative below.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Fourth Amendment as of the dates sets forth below.

APPROVED AS TO FORM: Rebecca J. Guadamud 12-11-2020
Snohomish County Deputy Prosecuting Attorney

SELLER: SNOHOMISH COUNTY., a Washington corporation

By: Cherie Hutchins
Its: Property Officer
Date of Execution: December 11, 2020

BUYER: PACIFIC RIDGE - DRH, LLC, a Delaware limited liability company

By: Justin Goff
Name: Justin Goff
Title: Div. Pres.
Date of Execution: 12/11, 2020

**HORTON'S
CORPORATE APPROVAL:**

DocuSigned by:
J. Matt Farris
By: F94DC15A0801429...
Name: J. Matt Farris
Title: West Region President
As an Officer of Horton and Not In His/Her
Individual Capacity
Date of Execution: December 28, 2020

FIFTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Fifth Amendment") is dated for reference as of the 13th day of January, 2021, by and between PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, as buyer ("Buyer") and SNOHOMISH COUNTY, a political subdivision of the State of Washington, as Seller ("Seller"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

Buyer and Seller entered into that certain Real Estate Purchase and Sale Agreement dated for reference April 15, 2020 with First, Second, Third and Fourth Amendments thereto ("Agreement"), wherein Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor's Tax Parcel Number 28053600301100, and legally described in in the Agreement (the "Property").

The Parties desire to amend the Agreement to clarify certain rights and obligations and to enable Buyer to issue its Notice of Suitability.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice of Suitability. Upon full execution of this Fifth Amendment (including Buyer's Corporate Approval), this Fifth Amendment shall serve as Buyer's Notice of Suitability under the Agreement. The foregoing Notice of Suitability shall not waive any remaining conditions in the Agreement, this Fifth Amendment or any prior title notices delivered between the Parties.

2. Reinstatement of Existing Purchase Agreement. The Parties acknowledge and agree that notwithstanding any failure by Buyer to deliver its Notice of Suitability on or before any Feasibility Deadline or any automatic termination of the Agreement related thereto, the Agreement is hereby reinstated in its entirety, and ratified, reaffirmed, and amended by the terms set forth in this Fifth Amendment.

3. Purchase Price. Section 3 of the Agreement is stricken and replaced with the following:

3. **TOTAL PURCHASE PRICE/CONSIDERATION.** Buyer shall pay to Seller Eight Million Five Hundred Forty-Six Thousand Dollars (\$8,546,000) for the Property in cash at Closing (defined below), except as otherwise specified in this Agreement.

4. The last sentence of Section 6.2 is stricken and replaced with the following:

Seller shall not allow any new or additional encumbrances on title to the Property other than the Permitted Exceptions without the express consent of Buyer.

5. Park and Ride Feasibility. Section 8.5 of the Agreement is stricken in its entirety and replaced with the following:

ckh
Initials/

[Signature]
Initials

8.5 Park and Ride Facility. During the Due Diligence Period, Buyer shall use commercially reasonable efforts to coordinate with Seller and the Snohomish County Public Transportation Benefit Area ("Community Transit") to determine: (1) public roadway access within the Property necessary to serve a park and ride facility, were such a park and ride facility to be constructed by Buyer on adjoining Seller-owned Snohomish County Assessor Tax Parcel Numbers 00403800015600, 00403800014102 and 00403800014101; (2) the number of parking stalls and the specifications that Seller, by and through its Department of Public Works, and Community Transit, would require for such a park and ride facility; and (3) the cost to Buyer to design, obtain permits, and construct the park and ride facility contemplated in the foregoing clauses ("Park and Ride Facility"), including the cost to prepare the studies and plans necessary to obtain a conditional use permit required to construct the Park and Ride Facility (together, the total cost to design, permit, and construct the Park and Ride Facility being the "Cost to Construct").

Subject to the terms and conditions herein, Buyer shall design, permit, and construct the Park and Ride Facility, consistent with the Cost to Construct attached hereto as Exhibit G. Horton shall use commercially reasonable efforts to negotiate a voluntary agreement with the Seller and Community Transit which contains the minimum terms and conditions described in Exhibit C, attached hereto and incorporated herein by this reference, and such other terms and conditions as the Seller, Community Transit, and Buyer deem necessary and appropriate, pursuant to which Buyer will construct or bear the costs of constructing the Park and Ride Facility ("Park and Ride Agreement"). Execution of the Park and Ride Agreement is a condition that must be met thirty (30) days prior to Closing. If the Seller, Buyer and Community Transit fail to execute the Park and Ride Agreement thirty (30) days prior to Closing, Horton shall have no obligation to construct the Park and Ride Facility, and shall elect to either: (a) proceed under this Agreement, but with no obligation to construct the Park and Ride Facility and the Purchase Price shall increase to Nine Million Six Hundred Thousand Dollars (\$9,600,000) due at Closing from the Buyer, or (b) terminate this Agreement by written notice in which event the Agreement shall be of no further force and effect, and any Earnest Money deposited into Escrow shall be returned to Buyer.

6. Exhibit C. Exhibit C is amended as follows:

6.1 Paragraph 1 of Exhibit C of the Agreement is stricken and replaced with the following:

1. Park & Ride Facility: Pursuant to the terms of the Park and Ride Agreement, Buyer shall construct, at its sole expense, a Park & Ride Facility on County-owned adjoining property with Tax Parcel Nos. 004038-000-156-00, 004038-000-141-02 and 004038-000-141-01. Buyer's obligations shall include, but not be limited to, clearing, grading, installation of utilities, storage of construction materials and equipment, installation of landscaping, filling a wetland and/or associated buffer as permitted by applicable Government Authorities, and installation of infrastructure necessary for constructing the Park & Ride Facility and expanding the Park & Ride Facility to within 100 feet of the southern boundary line of the Property. The Park and Ride Agreement shall address size, standards, layout, location, and reduced offer price associated with the construction of the Park & Ride Facility. The Buyer shall be obligated, at Buyer's sole expense, to obtain the necessary permits and approvals for construction and to construct the Park & Ride Facility prior to obtaining final occupancy permits for Phase 3. The Buyer understands it will need to prepare the necessary documents to apply for and obtain a conditional use permit approval for the Park & Ride Facility. The Buyer is also required to coordinate with Snohomish County and the Community Transit to determine the public roadway access within the Property necessary to serve the Park & Ride Facility. In

conjunction with the Closing, Seller shall provide to Buyer a temporary construction easement to construct the Park & Ride Facility.

6.2 Paragraph 3 of Exhibit C of the Agreement is stricken and replaced with the following:

3. Traffic Signal: The Buyer will design, furnish the equipment and install a traffic signal along Cathcart Way directly across from the most easterly entrance to the Cathcart Operations Center located on the north side of Cathcart Way. Snohomish County, through its Department of Public Works, will assist the Buyer in processing signalization plan approvals and permits for installation of the signal in addition to providing review as described in paragraph 2 above. The Buyer shall be obligated, at Buyer's sole expense, to obtain the necessary permits and approvals for the construction and to construct the Traffic Signal. The signal shall be completed and operational prior to issuance of final occupancy permits for any residential or commercial uses on the Property.

6.3 A new Section 7 is added to Exhibit C as follows:

7. Completion: The Park and Ride facility shall be completed prior to occupation of any residential structure within the third phase of the Project, as such phases are shown on the phasing map attached hereto as Schedule 2.

6.4 The attached Schedule 2 to Exhibit C is added to the Agreement as Schedule 2 to Exhibit C:

Schedule 2 to Exhibit C – Phasing Plan

7. Counterparts. This Fifth Amendment may be executed in counterparts, and signed counterparts may be delivered by electronic transmission, such counterparts, when taken together, constituting a single integrated agreement.

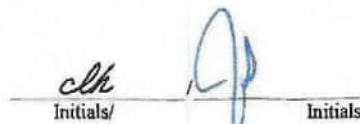
8. Effect. Except as expressly amended in this Fifth Amendment, the terms and conditions of the Agreement remain unchanged in full force and effect. In the event of any conflict between this Fifth Amendment and the rest of the Agreement, the provisions of this Fifth Amendment shall control.

9. **CORPORATE APPROVAL OF BUYER.** Notwithstanding any other provision contained in this Fifth Amendment to the contrary, this Fifth Amendment shall not be a valid and enforceable obligation of Buyer unless it is executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this Fifth Amendment by and between Seller and Buyer's representative below.

IN WITNESS WHEREOF, the parties hereto have duly executed this Fifth Amendment as of the dates sets forth below.

APPROVED AS TO FORM:

Rebecca J. Guadamud 01-13-2021
Snohomish County Deputy Prosecuting Attorney


Initials/ Initials

SELLER:

SNOHOMISH COUNTY., a Washington corporation

By: Cherie Hutchins

Its: Property Officer

Date of Execution: January 13, 2021

BUYER:

PACIFIC RIDGE - DRH, LLC, a Delaware limited liability company

By: [Signature]

Name: Justin Goff

Title: Div. President

Date of Execution: 1/14/, 2021

**BUYER'S
CORPORATE APPROVAL:**

DocuSigned by:

[Signature]
268D816B10CB40D...

By: _____

Name: Bill W. Wheat

Title: Chief Financial Officer

As an Officer of Buyer and Not In His/Her Individual Capacity

Date of Execution: January 29, 2021

ck JP
Initials/ Initials

**Exhibit G
Cost to Construct**

Sunset Crossing (Cathcart)

Park and Ride Cost when included with grading on Phase 1

Rev 10/20/20

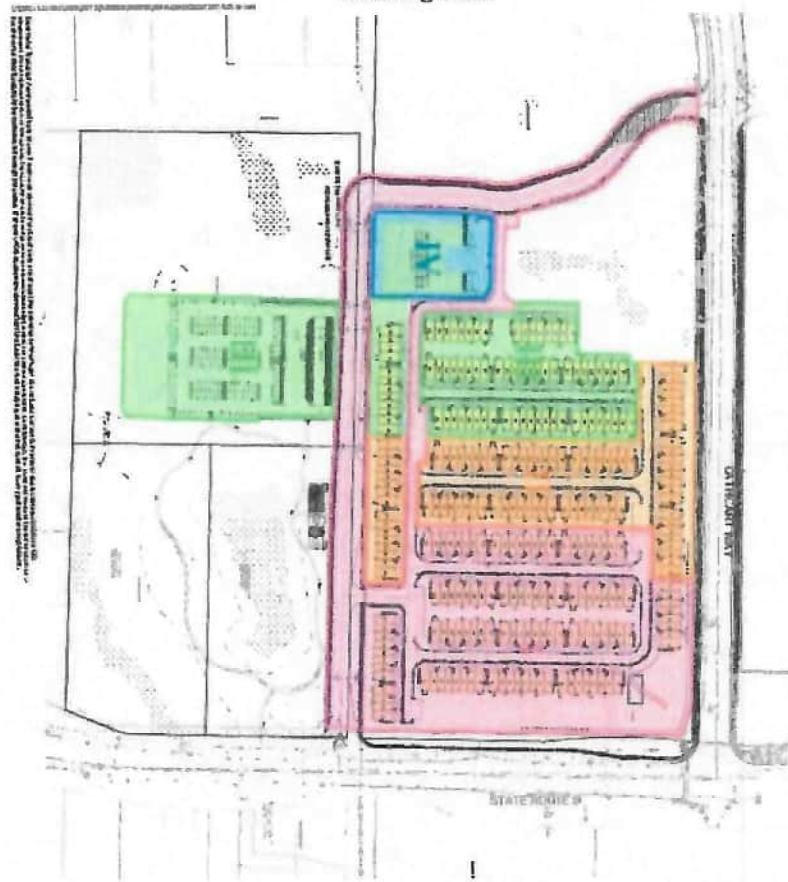
Sales Tax non-RTA 7.80%

Category	Detail		
Consultants	Survey	\$	15,050.00
	Engineering	\$	14,350.00
	Compaction Testing	\$	30,000.00
	Traffic Study	\$	2,650.00
	Wetland Study	\$	5,800.00
Project Management	PRH Entitlement Manager	\$	50,000.00
	PRH field Management	\$	25,000.00
Contractor Scope	CCE Labor	\$	122,293.00
	CCE Equipment	\$	38,039.00
	CCE Materials	\$	85,605.00
	CCE Subcontractors	\$	306,614.00
	CCE OH & P	\$	41,681.00
	Landscape P&R	\$	53,900.00
	Striping & Signage	\$	10,780.00
	Street lighting	\$	58,212.00
	Power	\$	80,850.00
Wetland Mitigation	Offsite wetland credits		
Subtotal		\$	940,824.00
10% Contingency		\$	113,176.00
TOTAL		\$	1,054,000.00

clh
Initials/

[Signature]
Initials

Schedule 2 to Exhibit C Phasing Plan



PHASE 1: 100-150 Units
 PHASE 2: 150-200 Units
 PHASE 3: 200-250 Units
 PHASE 4: 250-300 Units
 PHASE 5: 300-350 Units
 PHASE 6: 350-400 Units
 PHASE 7: 400-450 Units
 PHASE 8: 450-500 Units
 PHASE 9: 500-550 Units
 PHASE 10: 550-600 Units
 PHASE 11: 600-650 Units
 PHASE 12: 650-700 Units
 PHASE 13: 700-750 Units
 PHASE 14: 750-800 Units
 PHASE 15: 800-850 Units
 PHASE 16: 850-900 Units
 PHASE 17: 900-950 Units
 PHASE 18: 950-1000 Units
 PHASE 19: 1000-1050 Units
 PHASE 20: 1050-1100 Units
 PHASE 21: 1100-1150 Units
 PHASE 22: 1150-1200 Units
 PHASE 23: 1200-1250 Units
 PHASE 24: 1250-1300 Units
 PHASE 25: 1300-1350 Units
 PHASE 26: 1350-1400 Units
 PHASE 27: 1400-1450 Units
 PHASE 28: 1450-1500 Units
 PHASE 29: 1500-1550 Units
 PHASE 30: 1550-1600 Units
 PHASE 31: 1600-1650 Units
 PHASE 32: 1650-1700 Units
 PHASE 33: 1700-1750 Units
 PHASE 34: 1750-1800 Units
 PHASE 35: 1800-1850 Units
 PHASE 36: 1850-1900 Units
 PHASE 37: 1900-1950 Units
 PHASE 38: 1950-2000 Units
 PHASE 39: 2000-2050 Units
 PHASE 40: 2050-2100 Units
 PHASE 41: 2100-2150 Units
 PHASE 42: 2150-2200 Units
 PHASE 43: 2200-2250 Units
 PHASE 44: 2250-2300 Units
 PHASE 45: 2300-2350 Units
 PHASE 46: 2350-2400 Units
 PHASE 47: 2400-2450 Units
 PHASE 48: 2450-2500 Units
 PHASE 49: 2500-2550 Units
 PHASE 50: 2550-2600 Units
 PHASE 51: 2600-2650 Units
 PHASE 52: 2650-2700 Units
 PHASE 53: 2700-2750 Units
 PHASE 54: 2750-2800 Units
 PHASE 55: 2800-2850 Units
 PHASE 56: 2850-2900 Units
 PHASE 57: 2900-2950 Units
 PHASE 58: 2950-3000 Units
 PHASE 59: 3000-3050 Units
 PHASE 60: 3050-3100 Units
 PHASE 61: 3100-3150 Units
 PHASE 62: 3150-3200 Units
 PHASE 63: 3200-3250 Units
 PHASE 64: 3250-3300 Units
 PHASE 65: 3300-3350 Units
 PHASE 66: 3350-3400 Units
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 PHASE 76: 3850-3900 Units
 PHASE 77: 3900-3950 Units
 PHASE 78: 3950-4000 Units
 PHASE 79: 4000-4050 Units
 PHASE 80: 4050-4100 Units
 PHASE 81: 4100-4150 Units
 PHASE 82: 4150-4200 Units
 PHASE 83: 4200-4250 Units
 PHASE 84: 4250-4300 Units
 PHASE 85: 4300-4350 Units
 PHASE 86: 4350-4400 Units
 PHASE 87: 4400-4450 Units
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 PHASE 99: 5000-5050 Units
 PHASE 100: 5050-5100 Units
 PHASE 101: 5100-5150 Units
 PHASE 102: 5150-5200 Units
 PHASE 103: 5200-5250 Units
 PHASE 104: 5250-5300 Units
 PHASE 105: 5300-5350 Units
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 PHASE 118: 5950-6000 Units
 PHASE 119: 6000-6050 Units
 PHASE 120: 6050-6100 Units
 PHASE 121: 6100-6150 Units
 PHASE 122: 6150-6200 Units
 PHASE 123: 6200-6250 Units
 PHASE 124: 6250-6300 Units
 PHASE 125: 6300-6350 Units
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 PHASE 135: 6800-6850 Units
 PHASE 136: 6850-6900 Units
 PHASE 137: 6900-6950 Units
 PHASE 138: 6950-7000 Units
 PHASE 139: 7000-7050 Units
 PHASE 140: 7050-7100 Units
 PHASE 141: 7100-7150 Units
 PHASE 142: 7150-7200 Units
 PHASE 143: 7200-7250 Units
 PHASE 144: 7250-7300 Units
 PHASE 145: 7300-7350 Units
 PHASE 146: 7350-7400 Units
 PHASE 147: 7400-7450 Units
 PHASE 148: 7450-7500 Units
 PHASE 149: 7500-7550 Units
 PHASE 150: 7550-7600 Units
 PHASE 151: 7600-7650 Units
 PHASE 152: 7650-7700 Units
 PHASE 153: 7700-7750 Units
 PHASE 154: 7750-7800 Units
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 PHASE 156: 7850-7900 Units
 PHASE 157: 7900-7950 Units
 PHASE 158: 7950-8000 Units
 PHASE 159: 8000-8050 Units
 PHASE 160: 8050-8100 Units
 PHASE 161: 8100-8150 Units
 PHASE 162: 8150-8200 Units
 PHASE 163: 8200-8250 Units
 PHASE 164: 8250-8300 Units
 PHASE 165: 8300-8350 Units
 PHASE 166: 8350-8400 Units
 PHASE 167: 8400-8450 Units
 PHASE 168: 8450-8500 Units
 PHASE 169: 8500-8550 Units
 PHASE 170: 8550-8600 Units
 PHASE 171: 8600-8650 Units
 PHASE 172: 8650-8700 Units
 PHASE 173: 8700-8750 Units
 PHASE 174: 8750-8800 Units
 PHASE 175: 8800-8850 Units
 PHASE 176: 8850-8900 Units
 PHASE 177: 8900-8950 Units
 PHASE 178: 8950-9000 Units
 PHASE 179: 9000-9050 Units
 PHASE 180: 9050-9100 Units
 PHASE 181: 9100-9150 Units
 PHASE 182: 9150-9200 Units
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 PHASE 184: 9250-9300 Units
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 PHASE 217: 10900-10950 Units
 PHASE 218: 10950-11000 Units
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 PHASE 238: 11950-12000 Units
 PHASE 239: 12000-12050 Units
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 PHASE 255: 12800-12850 Units
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 PHASE 257: 12900-12950 Units
 PHASE 258: 12950-13000 Units
 PHASE 259: 13000-13050 Units
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 PHASE 262: 13150-13200 Units
 PHASE 263: 13200-13250 Units
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 PHASE 271: 13600-13650 Units
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 PHASE 273: 13700-13750 Units
 PHASE 274: 13750-13800 Units
 PHASE 275: 13800-13850 Units
 PHASE 276: 13850-13900 Units
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 PHASE 300: 15050-15100 Units
 PHASE 301: 15100-15150 Units
 PHASE 302: 15150-15200 Units
 PHASE 303: 15200-15250 Units
 PHASE 304: 15250-15300 Units
 PHASE 305: 15300-15350 Units
 PHASE 306: 15350-15400 Units
 PHASE 307: 15400-15450 Units
 PHASE 308: 15450-15500 Units
 PHASE 309: 15500-15550 Units
 PHASE 310: 15550-15600 Units
 PHASE 311: 15600-15650 Units
 PHASE 312: 15650-15700 Units
 PHASE 313: 15700-15750 Units
 PHASE 314: 15750-15800 Units
 PHASE 315: 15800-15850 Units
 PHASE 316: 15850-15900 Units
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 PHASE 318: 15950-16000 Units
 PHASE 319: 16000-16050 Units
 PHASE 320: 16050-16100 Units
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 PHASE 521: 26100-26150 Units
 PHASE 522: 26150-26200 Units
 PHASE 523: 26200-26250 Units
 PHASE 524: 26250-26300 Units
 PHASE 525: 26300-26350 Units
 PHASE 526: 26

Cathcart South Property

Concept Development Plan and Park and Ride

Stewart Exhibit 5

Welcome to the Open House!

We invite you to:

- Sign in
- Grab a FAQ and comment sheet
- Walk around the different project stations and talk with staff
- Leave your comments at the comment table

*Please enjoy the
complementary refreshments*

Who is Here

Snohomish County

- Randy Blair
Special Projects Coordinator
- Steve Dickson
Special Projects Manager
- Matt Phelps
Communications Specialist
- Fay Lim
Communications Supervisor

Community Transit

- Roland Behee
Community Transit

Project Consultants

- Mandi Roberts
Otak
- Jeff Pierson
FEHR & PEERS
- Catherine Lategan
Cushman & Wakefield

Potential Uses for the Property

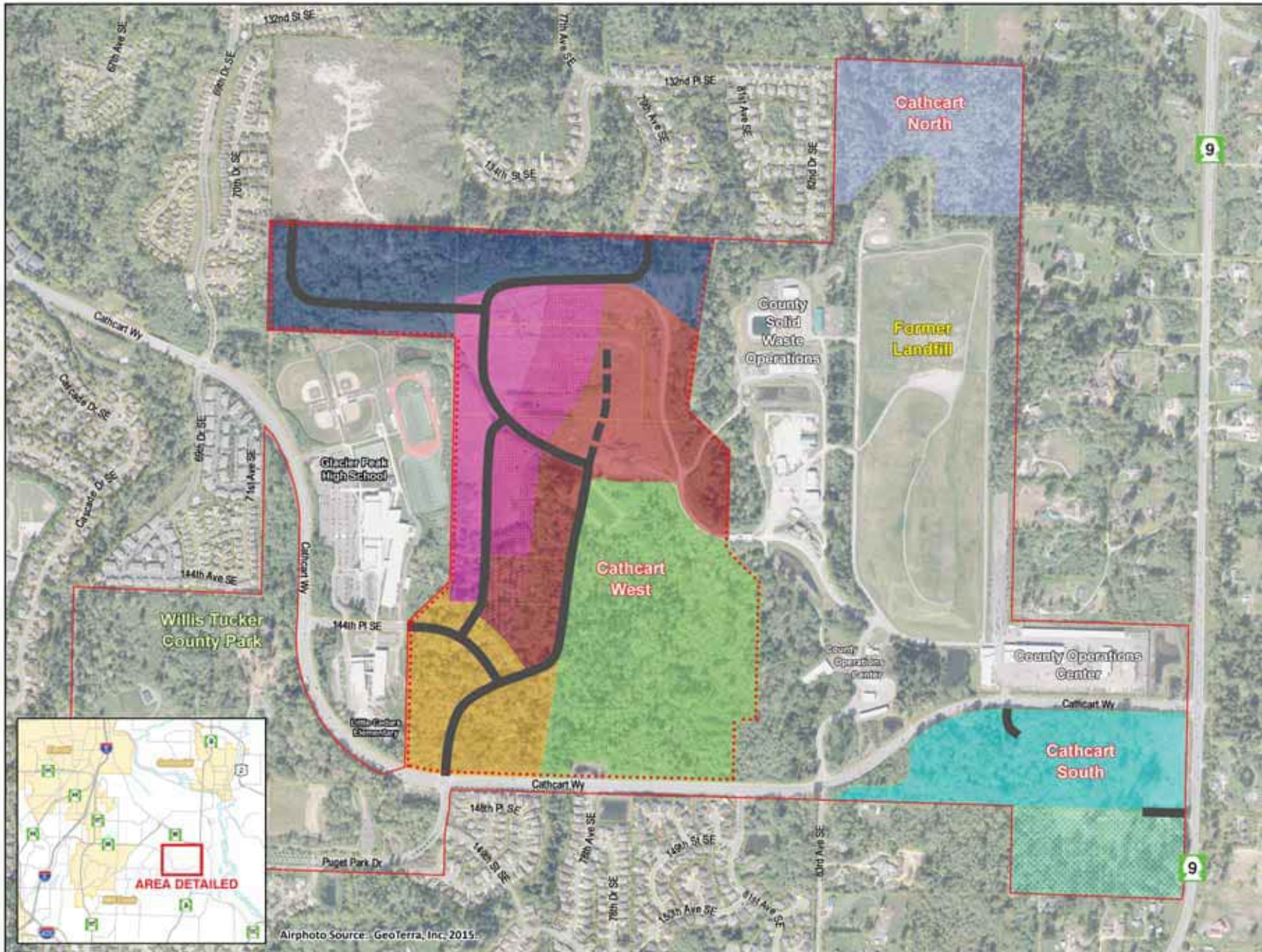
- Day Care Center
- Electric Vehicle Infrastructure
- Health Care Facilities
- Hotel/Motel
- Library
- Mini-Self Storage
- Multifamily Residential
- Neighborhood Services
- Office and Banking
- Park-and-Pool Lot
- Park-and-Ride Lot
- Restaurant
- Retail (General)
- Retirement Apartments
- Retirement Housing
- Service Station
- Studio
- Transit Center
- Veterinary Clinic



The land uses listed are ones which the county and consultant team see as being of interest by prospective developers.

This is a select list of the uses permitted in the Planned Community Business zone as shown in the Urban Zone Permitted Use Matrix (30.22.100).

Zoning



Cathcart West Zoning

- Business Park (47 Acres)
- Business Park w/ Multiple Residential Potential (portion of above acreage)
- Multiple Residential (36 Acres)
- Multiple Residential w/ Business Park Potential (portion of above acreage)
- Neighborhood Business (24 Acres)
- Low Density Multiple Residential (40 Acres)
- Business Park Acquired by Conservation Futures (59 Acres)

Other Cathcart Properties

- Residential R-7,200 (28.2 Acres)
- Planned Community Business, Future Transit Oriented Development (31 Acres)
- R-5, Future Park & Ride (16.5 Acres)

Other

- Schematic Road Network
- Cathcart West
- Cathcart Properties

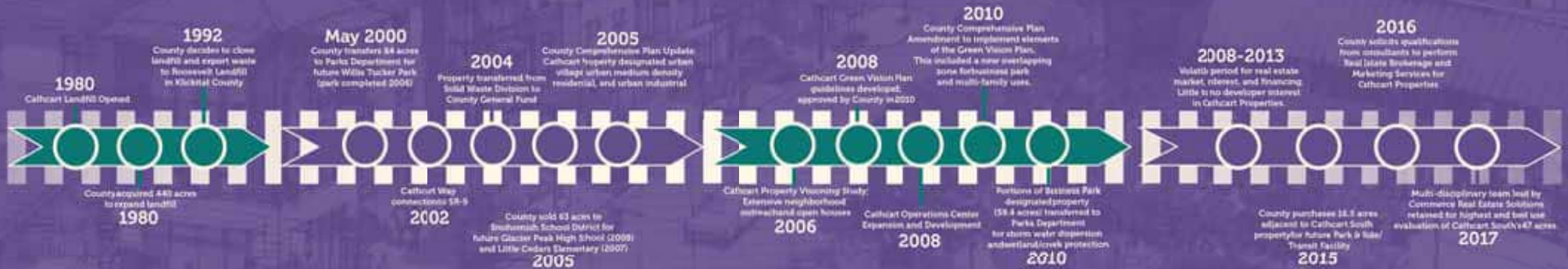
Draft

Last Revision: May 2, 2018

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either express or implied. Any use of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this map.



Airphoto Source: GeoTerra, Inc., 2015.





CATHCART SOUTH

Property's Historical Timeline



Wetlands Limits Undefined
West of the Stream
Future Nature Trail Area.

-  5' Contours
-  Property Line
-  Wetlands
-  Wetlands Buffer Area
-  Wetlands Buffer Boundary Line
-  Streams



CATHCART SOUTH

EXISTING CONDITIONS
CONCEPT DEVELOPMENT PLAN



Wetlands Limits Undefined
West of the Stream,
Future Nature Trail Area.

Cathcart Way

SR-9

Park & Ride
300-400 Stalls

Open Space

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services

Retail Services



NOTE: This plan is an example of what future development could look like. The conceptual development plan is subject to change based on developers' proposals.

CATHCART SOUTH

ALTERNATIVE 1
CONCEPT DEVELOPMENT PLAN



Wetlands Limits Undefined
West of the Stream
Future Nature Trail Area.

CATHCART SOUTH

ALTERNATIVE 2
CONCEPT DEVELOPMENT PLAN

NOTE: This plan is an example of what future development could look like. The conceptual development plan is subject to change based on developers' proposals.



CATHCART SOUTH

Potential Development Typologies



CATHCART SOUTH

Potential Development Typologies



CATHCART SOUTH

Potential Development Typologies



CATHCART SOUTH

Potential Development Typologies

File Folder: 21 113267 LDA

Name

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435082_21113267LDA_Detention Pond_7.20.2021_2311883.pdf
435083_21113267LDA_Drainage_Report_7.16.2021_2305744.pdf
435084_21113267LDA_Engineered Construction_Plan_7.21.2021_2312640.pdf
435085_21113267LDA_Geotechnical Report_7.16.2021_2305745.pdf
435086_21113267LDA_JARPA_7.20.2021_2310750.pdf
435087_21113267LDA_Landscape_Plan_7.16.2021_2305694.pdf
435088_21113267LDA_LDA Application_7.16.2021_2305739.pdf
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531506_2nd Transportation LDA markups summary, Cathcart Crossing Park and Ride - 7.6.2022.pdf
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3rd Ave SE - 130th St SE - Everett (2015)

4th Ave W at Voyager Middle School (2014)

35th Ave SE and 180th St SE Intersection (2013) School (2014)

35th Ave SE and 180th St SE Intersection (2013)

35th Ave SE - Grannis Rd Intersection (2013)

39th Ave SE - Bothell

43rd Ave NE, Br #311 - Portage Creek (2013)

44th Ave W and 153rd Pl SW (2015)

51st Ave SE (Everett) 2015

51st Ave SE - culvert (Everett) 2013

51st Ave SE - sidewalk (Everett) 2015

Home > Your Government > Community & Business Services > Public Works > Roads Central > Completed Road Projects (2 plus yrs) > Cathcart South Property (2018)

Cathcart South Property - Concept Development Plan and Park and Ride

Description - completed

Snohomish County is proposing to sell and or lease its Cathcart South property located on the southwest corner of State Route 9 and Cathcart Way.

The land will be made available for private development that is compatible with the construction of a new park and ride. In the future,

Description - completed

Snohomish County is proposing to sell and or lease its Cathcart South property located on the southwest corner of State Route 9 and Cathcart Way.

The land will be made available for private development that is compatible with the construction of a new park and ride. In the future, the park and ride will provide access to proposed bus rapid transit along Cathcart Way linking to light rail along I-5.

Snohomish County is evaluating potential options for land development. A private development could provide a mix of multi-family housing and businesses.

Open House

Snohomish County Public Works held an open house for this project on Thursday, Oct. 12, 2017 at the Willis Tucker Community Park. County and Community Transit staff, along with county consultants for the project, were all on hand to answer questions, review the potential options for private development and gather community feedback.

Documents

- [Supplemental Q&A \(PDF\)](#), November 2017
- [Open House Displays \(PDF\)](#), October 2017
- [FAQ \(PDF\)](#), October 2017
- [Comment Form \(PDF\)](#), October 2017
- [Open House Postcard \(PDF\)](#), September 2017

Other Projects in the Area

- [State Route 9 widening project](#)
- [Broadway, 164th St SE, Elliott Rd Intersection Improvement](#)

Additional information

- [New Cathcart Way Community Transit route](#)



Contact Us

Randy Blair

[Email Randy Blair](#)

Ph: 425-388-6650

Snohomish County Public Works Contact Us

Randy Blair

[Email Randy Blair](#)

Ph: 425-388-6650

Snohomish County Public Works

3000 Rockefeller Ave.,
M/S 607
Everett, WA 98201



[Sign up](#) to receive an email notification when this project information is updated.

Project #:
RR8750

Supplemental Q&A and Open House Displays attached

Questions & Answers from Oct. 12 Open House

The following were the most frequently asked questions derived from Snohomish County's open house held on Oct. 12, 2017 at Willis Tucker Community Park.

Q: How are park and ride security issues for the surrounding community being addressed?

It is anticipated that the Snohomish County Sheriff's Office and Community Transit security patrols will be in place once the park and ride opens. This is consistent with other park and ride facilities. Lighting, visibility and other safety elements will be addressed during project design.

Q: How much will taxes increase as a result of this project?

Property and sales taxes percentages will not increase as a direct result of this specific project. The Snohomish County Assessor's Office determines the value of individual property. It is not anticipated that the development of this property will change the value of adjacent properties.

Q: What will traffic look like in the neighborhoods?

It is anticipated that residents in the area will see an increase in traffic. Approximately 50 percent of increased traffic from the project in the immediate area would be associated with the park-and-ride facility. This traffic would otherwise be added to major thoroughfares in and out of the immediate area. The remaining traffic will be associated with the planned community business development. The distribution of this traffic will depend on the specific development. The future developer will be required to prepare a traffic analysis addressing the volume of traffic and its distribution on the roadway network.

Q: How will this project support efforts to ease traffic congestion on State Route 9?

The park and ride will allow residents greater access to bus routes that utilize SR 9 and transfer to and from buses on Cathcart Way, easing congestion. The county is also coordinating with the Washington State Department of Transportation (WSDOT) on the design of proposed SR 9 improvements. These improvements are intended to relieve congestion and improve safety.

Q: What can we expect with future rapid transit coming into the area?

Community Transit's long-range plan includes expanding transit service in this area. This includes the provision of bus rapid transit (SWIFT) on Cathcart Way and express service on SR 9. Transit is more economically feasible when coupled with higher density development. For more information on Community Transit, visit www.communitytransit.org.

Q: Will Snohomish County be purchasing additional property from land owners in the area?

A: Snohomish County is not seeking additional property at this time.

Q: What actions are being taken to prevent overcrowding in local schools?

The county is working with the Snohomish School District to see if there are ways to fill the needs of local students. In 2005, Snohomish County sold a portion of the Cathcart properties to the district for the construction of Glacier Peak High School and Little Cedars Elementary School.

Q: How will the project's utilities be connected and who pays the cost?

The future developer will pay for the extension of sewer service. Existing sanitary sewer and water lines in the vicinity have been sized to accommodate the future development of Cathcart South. Also, future development will require the provision of undergrounding power lines. The future developer will work with the Snohomish County Public Utilities District (PUD) and Silver Lake Sewer and Water District regarding this matter.

Q: How do residents give feedback on multi-housing developments being planned in the area?

Regarding future land use designations and multi-housing developments, residents can contact the Planning Division of the Planning and Development Services Department (PDS). For more information, call 425-388-3311.

(continued on next page)



Q: How does a property owner change the zoning to commercial for a specific piece of land near this project?

A: The Snohomish County Planning and Development Services (PDS) Department manages rezones. For more information, visit their website at www.snohomishcountywa.gov/PDS. Property with access only to SR 9 is likely to be unsuitable for commercial use. The SR 9 widening project is expected to restrict access.

Q: Is any rezoning planned for the surrounding areas?

A: No rezoning is currently proposed for the surrounding area.

Q: Why hasn't property adjacent to SR 9 been rezoned?

A: Properties north and south of the project along SR 9 were considered for a rezone, but the proposals were declined. There are specific criteria which have to be met to obtain a rezone.

Q: Are there plans to improve SR 9?

A: SR 9 improvements are being designed by the WSDOT. Construction funding is currently not available. For more information on SR 9 projects, visit www.wsdot.wa.gov/Projects/SR9.

Q: Has Snohomish County successfully designed, planned and developed urban/suburban communities?

A: Yes, there are many examples of successfully designed, planned and developed urban/suburban communities in Snohomish County. Many of these have since been annexed into adjacent cities. For example, the Harbour Pointe Master Planned Community was annexed to the city of Mukilteo and the Mill Creek Master Planned Community was incorporated as a city.

Q: How can residents obtain information about the project's potential impacts to the environment?

A: Snohomish County conducts an extensive environmental review when it updates the General Policy Plan (County Comprehensive Plan). The Cathcart properties were included in this review. Copies of these documents can be obtained at the Snohomish County Planning and Development Services (PDS) department (www.snohomishcountywa.gov/PDS).

Additional environmental review in accordance with the State Environmental Act (SEPA) will be required with development application(s). This will be available for review when public notice is given of a development proposal.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is dated for reference purposes this 15th day of April, 2020, and is by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Seller" or the "County") and PACIFIC RIDGE – DRH, LLC, a Delaware limited liability company, ("Buyer") Seller and Buyer, hereinafter collectively referred to as (the "Parties"). The date of this Agreement above is for reference only; this Agreement shall not become effective until the Effective Date. As used throughout the Agreement, "Effective Date," "date of this Agreement," "mutual acceptance" and similar terms mean the later of: (1) the date of Seller's signature on this Agreement; (2) the date of Buyer's signature on this Agreement; or (3) the date of Buyer's Corporate Approval as set forth in Section 22.29 below ("Corporate Approval").

RECITALS

A. Seller owns approximately 31 acres of vacant land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, which land is further identified as Snohomish County Assessor's Tax Parcel Number: 28053600301100, which property is legally described in **Exhibit A** to this Agreement (hereinafter referred to as the "Property"). There are no improvements on the Property.

B. Buyer was selected by the County through a competitive selection process in which the County set forth certain development parameters based upon analysis of the Property.

C. Seller now desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller under the terms, covenants and conditions as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. **PURCHASE AND SALE OF THE PROPERTY**. Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, subject to the terms and conditions set forth below, all of Seller's right, title, and interest in and to the Property, together with all rights, privileges and easements appurtenant to the Property.

The legal description of the Property may be modified by the Parties or the Escrow Agent (defined below), if necessary to accurately describe and match the Property with the area described by the assessor's tax parcel number identified in Recital A of this Agreement, at any time prior to Closing or in preparation of the deed, provided such legal description is consistent with that approved by Buyer at the time of Buyer's issuance of its Notice of Suitability (defined below).

2. **OPENING OF ESCROW.** Within five (5) business days after the Effective Date, the Parties shall open an escrow (“Escrow”) with Chicago Title Insurance Company, 3002 Colby Avenue, Everett, WA 98210, Attn. Katie Brazel (“Escrow Agent” and “Title Company”) by causing an executed copy of this Agreement to be deposited with Escrow Agent. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Agent (“Opening of Escrow”). Escrow Agent shall provide each of the Parties with written confirmation of the date of Opening of Escrow, provided that notwithstanding such confirmation from Escrow Agent, each party shall be bound hereto as of the Effective Date.
3. **TOTAL PURCHASE PRICE/CONSIDERATION.** Buyer shall pay to Seller Nine Million Six Hundred Thousand Dollars (\$9,600,000) for the Property in cash at Closing (defined below), except as otherwise specified in this Agreement.
4. **INDEPENDENT CONSIDERATION.** As independent consideration for this Agreement, within 5 business days after the Effective Date, Buyer shall deliver to Closing Agent \$100.00 in cash, which Closing Agent shall promptly deliver to Seller. The independent consideration shall be nonrefundable in all events.
5. **EARNEST MONEY DEPOSIT.** Within five business days after Buyer delivers its Notice of Suitability (defined below), Buyer shall deposit with Chicago Title and Escrow an earnest money deposit in the amount of THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00) which shall serve as the “Earnest Money” for this Agreement. The Earnest Money once deposited will remain in Escrow and be applied to the Purchase Price at Closing; or, if this Agreement terminates or otherwise does not close, after Buyer’s issuance of the Notice of Suitability, for no fault of Seller, the Earnest Money will be paid or released as provided in this Agreement. If Buyer fails to timely deposit the Earnest Money, Seller may, after a five (5) business day notice and opportunity to cure, terminate the Agreement as its sole remedy.
6. **TITLE INSURANCE.**
 - 6.1. **Preliminary Commitment.** Seller has obtained and caused to be delivered to Buyer a Chicago Title Company, Inc. preliminary title commitment (CTI Commitment No. 500072477, with an effective date of June 12, 2018 and as amended by Supplement No. 1 dated June 21, 2018) for a standard ALTA title policy covering the Property, including copies of all underlying documents (the “Preliminary Commitment”).
 - 6.2. **Permitted Exceptions.** Buyer agrees to accept title to the Property subject to the following matters shown on Schedule B of the Preliminary Commitment: (i) General Exceptions G, H, I, and J (the “General Exceptions”); and (ii) Special Exceptions No(s): 1 through 9 (the “Special Exceptions”). The General Exceptions and Special Exceptions are collectively referred to in this Agreement as the “Permitted Exceptions”. Seller agrees to remove, at or before Closing, all other encumbrances shown on Schedule B of the Preliminary Commitment. Should any new or additional encumbrances on title to the Property be discovered prior to Closing, Purchaser shall have the right to object to same, using the procedures specified in Section 6.3 below for objecting to matters shown on the Survey.

6.3. ALTA Survey. From and after the Effective Date, Buyer and Buyer's agents and contractors shall have the right to enter onto the Property at reasonable times and in a reasonable manner to the extent necessary to perform an ALTA survey of the Property (the "Survey") sufficient to enable the Title Company to issue an extended coverage title insurance policy for the Property. All costs of conducting the Survey shall be borne by Buyer. Buyer shall have fifteen (15) days from the date on which Buyer receives the completed Survey to deliver written notice to Seller objecting to any matters shown on the Survey (the "Survey Objection Notice"). Seller shall have ten (10) days from the date on which Seller receives Buyer's Survey Objection Notice to deliver written notice to Buyer stating whether or not Seller will, prior to Closing, cure some or all of the matters described in Buyer's Survey Objection Notice. Should Seller fail to timely respond to Buyer's Survey Objection Notice, Seller shall be deemed to have refused to remove or cure all of the matters described in Buyer's Survey Objection Notice. Should Seller refuse to cure any of the matters objected to in Buyer's Survey Objection Notice, Buyer must elect one of the following: (i) to accept the matters that Seller refuses to cure, in which case such matters shall become Permitted Exceptions, and proceed with the transaction contemplated by this Agreement; or (ii) to terminate this Agreement. Buyer shall provide Seller with written notice of its decision within thirty (30) days of receiving Seller's response to Buyer's Survey Objection Notice, or, in the event Seller failed to timely respond to Buyer's Survey Objection Notice, within thirty (30) days of the date on which Seller's response to Buyer's Survey Objection Notice was due. Should Buyer fail to deliver written notice of Buyer's decision to Seller within the time period specified above, Buyer shall be deemed to have elected to terminate this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 6.3, any Earnest Money deposited shall be returned to Buyer, and all rights or obligations of Seller and Buyer under this Agreement shall immediately terminate and be of no further force or effect; provided that Buyer shall continue to be responsible for the costs of the Survey and Seller shall be responsible for the cancellation fee for the preliminary commitment for standard coverage title insurance.

6.4. Title Insurance Policy. At Closing, Seller shall cause the Title Insurance Company to issue to Buyer, as soon as reasonably possible after the Closing Date, an ALTA owner's extended coverage form title insurance policy in favor of Buyer, in the amount of the full Purchase Price, subject only to the standard form printed exceptions and the Permitted Exceptions (the "Title Policy"). Seller shall pay that portion of the premium for the Title Policy that is attributable to a standard coverage ALTA owner's policy. Buyer shall pay that portion of the premium for the Title Policy that is attributable to extended coverage. Buyer may also, at its own expense, obtain endorsements to the Title Policy. Seller shall provide the Title Insurance Company with any affidavit, declaration, indemnification and release required by the Title Insurance Company to issue the Title Policy to Buyer at Closing.

7. **CONVEYANCE OF TITLE.** Upon the Closing of the transaction contemplated by this Agreement, Seller shall deliver to Buyer a Statutory Warranty Deed for the Property, in the form attached to this Agreement as **Exhibit B** (the “**Deed**”), subject only to the following: (i) the Permitted Exceptions; and (ii) the lien of any real estate taxes for the current year that are not yet due and payable.

8. **BUYER’S DUE DILIGENCE.**

8.1. **Due Diligence Period.** This Agreement is subject to Buyer’s approval, in Buyer’s sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Buyer or Buyer’s agents in conjunction with Buyer’s inspection and feasibility analysis of the Property. Buyer may conduct a feasibility analysis of the Property, at its cost, to determine whether or not the Property is suitable to Buyer, in its sole and absolute discretion. Buyer’s feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Buyer deems appropriate. Seller agrees to allow Buyer ninety (90) days from the Effective Date (“**Due Diligence Period**”) to conduct its feasibility analysis and due diligence with respect to the Property and on the Property. If any Phase 1 conducted by Buyer before the initial Due Diligence Period recommends further environmental testing (e.g., a Phase 2), the Due Diligence Period shall be extended automatically for an additional sixty (60) days to allow Buyer to obtain and review such report. If Buyer’s feasibility analysis indicates that the Property is suitable to Buyer, in its sole and absolute discretion, Buyer will send written notice (the “**Notice of Suitability**”) to Seller on or before the end of the Due Diligence Period **Notwithstanding anything in this Agreement to the contrary, the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris.**

8.2. **Right of Entry and Inspection.** Prior to the Effective Date, Buyer and Buyer’s agents, consultants, and contractors (collectively, “**Buyer’s Representatives**”) may conduct certain inspection and non-invasive activities on the Property, after providing no less than 24-hour written notice to Seller. During the time period between the Effective Date of this Agreement and the closing of the transaction contemplated by this Agreement, Buyer and Buyer’s Representatives shall have a continuing right to enter onto any portion of the Property and undertake such additional surveys, studies and tests regarding the condition of the Property, including, but not limited to any studies and tests of the soils, air and/or water on the Property. If Buyer or any Buyer Party damages the Property, Buyer shall repair and restore the Property to substantially its former condition, at Buyer’s expense. The foregoing restoration obligation shall survive any termination for only 6 months.

8.3. **Due Diligence Materials.** Buyer acknowledges that the Property is vacant land. Buyer agrees that Seller is not providing any documents or materials to Buyer other than the Preliminary Commitment and the underlying documents referenced herein under Section 8.3.

8.4. Seller's Disclaimer and Purchaser's Waiver. Notwithstanding anything contained in this Agreement to the contrary, except for those representations expressly made by Seller in Section 12.1 below and any representations contained in a document delivered at Closing pursuant to this Agreement (including the Deed), it is understood and agreed that neither Seller nor any of its respective agents, employees or contractors has made and is not now making, and Buyer has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property. Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or any of its respective agents, employees or contractors, is furnished on the express condition that Buyer shall not rely thereon, but shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Buyer further assumes the risk of changes in applicable environmental laws relating to past, present and future environmental health conditions on, or resulting from the ownership of, the Property.

8.5. Park and Ride Feasibility; Reduction in Purchase Price. During the Due Diligence Period, Buyer shall use commercially reasonable efforts to coordinate with Seller and the Snohomish County Public Transportation Benefit Area ("Community Transit") to determine: (1) public roadway access within the Property necessary to serve a park and ride facility, were such a park and ride facility to be constructed by Buyer on adjoining Seller-owned Snohomish County Assessor Tax Parcel Numbers 00403800015600, 00403800014102 and 00403800014101; (2) the number of parking stalls and the specifications that Seller, by and through its Department of Public Works, and Community Transit, would require for such a park and ride facility; and (3) the cost to Buyer to design, obtain permits, and construct the park and ride facility contemplated in the foregoing clauses ("Park and Ride Facility"), including the cost to prepare the studies and plans necessary to obtain a conditional use permit required to construct the Park and Ride Facility (together, the total cost to design, permit, and construct the Park and Ride Facility being the "Cost to Construct"). Based upon such information, the Parties shall use commercially reasonable efforts to negotiate a voluntary agreement with the Seller and Community Transit which contains the minimum terms and conditions described in Exhibit C attached hereto and incorporated herein by this reference and such other terms and conditions as the Seller, Community Transit, and Buyer deem necessary and appropriate, pursuant to which Buyer will construct or bear the costs of constructing the Park and Ride Facility ("Park and Ride Agreement"). If Community Transit, Seller, and Buyer reach agreement on the Park and Ride Agreement, and Buyer agrees to construct the Park and Ride Facility consistent therewith, then Seller agrees that, subject to Buyer's issuance of Buyer's Notice of Suitability, and satisfaction of all other terms and conditions of this Agreement, at Closing the Purchase Price shall be reduced by the Cost to Construct, provided such Cost to Construct does not exceed Two Million Dollars (\$2,000,000). Execution of the Park and Ride Agreement is a condition that must be met thirty (30) days prior to Closing. If the Seller, Buyer and Community Transit fail to execute the Park and Ride Agreement thirty (30) days prior to Closing, Horton shall have no obligation to construct the Park and Ride Facility, and this Agreement shall terminate automatically and be of no further force and effect, provided, however, any Earnest Money deposited into Escrow shall be returned to Buyer.

9. BUYER'S ENTITLEMENTS.

9.1. Entitlement Approvals. As of the date hereof, Buyer plans to divide and develop the Property for a mixed use development consisting of approximately 139 townhome units and five commercial pads with apartments above. During the term of this Agreement, Buyer may, at Buyer's sole cost and expense, apply for, process and obtain approval for a preliminary plat, site plan, or other legal division for Buyer's planned development ("P-Plat Approval"), and all associated engineering approvals (including for roads, water, sewer, and utilities) necessary or appropriate to divide and develop the Property and to construct subdivision improvements in connection with Buyer's planned development ("Engineering Approvals"). In addition, Buyer may apply for all other permits necessary to develop the Property in accordance with the P-Plat Approval and Engineering Approvals, including any related clearing, grading, forest practices approvals, hydraulic project approvals, water right transfers, and other permits, all on terms and conditions acceptable to Buyer, in Buyer's sole and absolute discretion ("Permits"). The Permits may include all discretionary permits and entitlements necessary for Buyer to construct the Park and Ride Facility, including by way of example any conditional use permit. Collectively, the Engineering Approvals, P-Plat Approval, Permits and other approvals for the planned development, are herein referred to as the "Entitlement Approvals").

9.2. Seller's Cooperation. Seller shall fully cooperate with Buyer to obtain all Entitlement Approvals that Buyer deems necessary or appropriate, which cooperation may include, but shall not be limited to, executing all applications, plans, or other documents related to the Entitlement Approvals requested by Buyer, the City, the County or any other applicable Government Authority; providing access to the Property to perform any surveys, investigations or tests necessary or appropriate to process the Entitlement Approvals; assisting to resolve boundary or other issues (if any) with surrounding land owners; and participating in any meetings that any Government Authority requires the Property owner to attend. To expedite the foregoing, Seller may execute an owner's authorization form so that Buyer may execute and submit to Government Authorities applications and other documents for the Entitlement Approvals. If any application, plan or document for Entitlement Approvals requires execution by the underlying owner, Seller shall execute such document within five business days of Buyer's request. Buyer shall keep Seller reasonably apprised of its activities concerning the Entitlement Approvals.

10. BUYERS CONDITIONS PRECEDENT.

10.1. Buyer's Closing Conditions. Buyer's obligation to purchase the Property and proceed to the Closing is subject to fulfillment at Closing of the conditions precedent described below in this Section 10.1, which conditions are for the sole benefit of Buyer ("Buyer's Closing Conditions"):

10.1.1. Title Policy. All requirements set forth in the Preliminary Commitment (including any update) shall have been satisfied or waived by the Buyer, or Title Company for Buyer, as the case may be, and the Title Company shall be prepared to issue the Title Policy as described in Section 6.4.

10.1.2. Moratorium. No reassessment, reclassification, rezoning or other change in judicial or administrative decision or proceedings (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental authority or any public or private utility having jurisdiction over the Property shall have occurred.

10.1.3. No Actions or Proceedings. There is no action, proceeding or investigation whether in the nature of eminent domain or otherwise, pending or threatened, with respect to the title, ownership, use or operation of the Property.

10.1.4. No Environmental Violations. At Closing the Property shall not be in violation of any federal, state or local law, ordinance or regulation relating to the environmental conditions on, under, above or about said property, including but not limited to soil and groundwater conditions.

10.1.5. Representations, Warranties and Covenants of Seller. At Closing Seller shall have performed each and every duty (or obligation) to be performed by Seller under this Agreement, and Seller's representations and warranties in this Agreement shall be true and correct as of the Closing, to the best of Seller's knowledge.

10.1.6. No Adverse Changes. As of the Closing, there shall have been no adverse change in the physical condition of the Property from the Effective Date of this Agreement, and no change in the environmental condition of the Property or the property in the immediate vicinity of the Property since Buyer's environmental reports obtained during the Due Diligence Period.

10.1.7. Seller's Deliveries. At Closing Seller shall have delivered each of the items described in Section 17.3 to Escrow Agent.

10.1.8. Entitlement Approvals. Buyer shall have obtained final Entitlement Approvals for its planned development. For purpose of this Agreement, any land use decision, including P-Plat Approval, Engineering Approvals, Permits, and Entitlement Approvals, shall not be "final" or "Final" until all applicable appeals periods have expired with no appeal or other challenge being filed, or if any appeal or challenge has been filed, such appeal or challenge has been fully resolved in a manner acceptable to Buyer.

10.1.9. Parties in Possession. At Closing, there are no parties in possession of any part of the Property.

10.2. Failure of Buyer's Closing Conditions. If any of Buyer's Closing Conditions is not satisfied or waived by Buyer by the Closing Date, then Buyer shall: (i) terminate this Agreement by written notice to Seller, in which case the Earnest Money will be returned to Buyer and neither Party will have any further rights or obligations under this Agreement, except those that expressly survive; (ii) extend Closing for a reasonable period until the condition is satisfied or waived in writing by Buyer, provided, however, that in no event

shall Buyer be entitled to extend the Closing Date for more than eighteen (18) months after delivery of the Notice of Suitability (“Outside Closing Date”) if such extension is based on based on failure to obtain final Entitlement Approvals; or (iii) proceed with Closing, which shall not be deemed a waiver or satisfaction of any of Buyer’s Closing Condition within Seller’s power to complete. Nothing herein shall be construed to preclude Buyer, in its sole discretion, from electing to proceed to Closing prior to satisfaction of all Buyer’s Closing Conditions; and nothing herein shall be construed to limit any rights or remedies of Buyer for default if the failure of a Buyer’s Closing Condition to occur is also a default of Seller.

11. SELLER’S CONDITIONS PRECEDENT.

11.1. Seller’s Closing Conditions. Seller’s obligations with respect to sale of the Property and the Closing are subject to fulfillment of the conditions precedent described below in this Section 11.1, which conditions are for the sole benefit of Seller (“Seller’s Closing Conditions”).

11.1.1. Buyer has delivered funds and documents to Escrow Agent as required by Section 17.4 as and when required therein, which funds shall remain in escrow in an interest-bearing account pending closing of the purchase and sale under the terms of the Agreement.

11.1.2. All representations and warranties of Buyer are true and correct in all material respects as of the Closing.

11.1.3. If Buyer is receiving a reduction in the Purchase Price pursuant to Section 8.5 of this Agreement, then thirty (30) days prior to Closing Seller and Buyer shall reach mutual agreement and execute the Park and Ride Agreement, the minimum terms and conditions of which are described in **Exhibit C**, attached hereto and incorporated herein by this reference.

11.2. Failure of Seller’s Closing Conditions. If any of Seller’s Closing Conditions is not satisfied or waived by Seller by the Closing Date, then Seller shall: (i) terminate this Agreement by written notice to Buyer, in which case the Earnest Money will be returned to Buyer and neither Party will have any further rights or obligations under this Agreement, except those that expressly survive; (ii) waive the condition and proceed to Closing; or (iii) extend the Closing Date for a reasonable amount of time acceptable to both the Seller and Buyer to allow Buyer to satisfy the condition.

12. REPRESENTATIONS.

12.1. Seller’s Representations. Seller represents and warrants to Buyer, as of the date of execution of this Agreement and as of the date of Closing as follows (collectively, “Seller’s Representations”):

12.1.1. Prior Leases and Encumbrances. There are no leases or rental agreements encumbering the Property, nor is the Property subject to any preemptive rights,

including any rights of first refusal, rights of first offer, options to purchase, or franchise agreements.

12.1.2. Contracts Affecting the Property. During the period of time between the Effective Date of this Agreement and the date of Closing, Seller shall not enter into any leases, sub-leases or other contracts affecting all or any portion of the Property, except for standard utility without the prior approval of Purchaser. Purchaser shall give written notice to Seller of its approval or disapproval of any such proposed contract within thirty (30) days of receiving same from Seller. Should Purchaser fail to respond to a request for approval of a proposed contract within the specified time period, Purchaser's approval of such contract shall be deemed given.

12.1.3. Authority of Seller. Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder, all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date, and the person executing this Agreement below on behalf of Seller is authorized to do so and to otherwise fully bind Seller. Neither the execution of and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will, to the best of Seller's knowledge, conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Seller.

12.1.4. Material Defects; Marketable Title. To the best of Seller's knowledge, the Property is free of material defects. There is no current, pending or threatened claim, dispute or litigation involving Seller or in any way relating to the Property, and no fact or condition which, given the passage of time, is likely to result in a potential claim, dispute or litigation relating to the Property, and upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other claim, litigation, or proceeding relating to or involving the Property or any portion thereof in any way, Seller will notify Buyer of the pendency of such claim, litigation, or proceeding.

12.1.5. Hazardous Substances. Seller has not ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substances (defined below) on, under, or about the Property, or transported them to or from the Property, and to the best of Seller's actual knowledge, no other person or entity has ever generated, treated, stored, used or disposed of any Hazardous Substances on, under, or about the Property. There are no underground storage tanks at, on, or under the Property and any prior underground storage tanks that previously existed at the Property were removed in accordance with applicable laws. To Seller's actual knowledge, the Property is not, nor has it ever been, subject to the release of any Hazardous Substances.

12.1.6. Charges. Other than amounts disclosed by the Preliminary Commitment, to Seller's knowledge, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special

assessments or charges that have been levied, assessed or imposed on or against the Property.

12.1.7. Material Change. From the Effective Date until the Closing Date, Seller shall not allow any change in the physical condition or legal status of the Property to occur without the prior consent of Buyer.

12.2. Buyer's Representations/Obligations. Buyer represents to Seller that this Agreement is a valid and binding obligation of Buyer. Neither the execution of and the delivery of this Agreement nor the consummation of the transactions contemplated hereunder will, to the best of Buyer's knowledge, conflict with or result in the breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer.

12.3. No Additional Representations or Warranties. Excluding the representations set forth in Section 12.1 and in any document executed by Seller in conjunction with Closing, Seller hereby disclaims all warranties of any kind or nature whatsoever, whether expressed or implied, including, but not limited to, warranties with respect to fitness of the Property for a particular purpose, the zoning of the lands, the soil conditions of the land or the suitability of the Property for Buyer's intended use thereof. Buyer has been granted the right to conduct a diligent investigation of the Property (employing such independent professionals in connection therewith as Buyer deems necessary) with regard to its condition, permitted use and suitability for Buyer's intended use, as well as all other factors deemed material to Buyer. Buyer further acknowledges that Buyer is purchasing the Property "as is" and "where is" and in its present condition and, except for Seller's representations and warranties set forth herein and in the documents executed by Seller at Closing, without warranties of any kind, either express or implied, and in its decision to purchase the Property, Buyer has independently reviewed, with experts it has chosen to employ, the Property. In Buyer's review and verification of each representation set forth in this Section 12, and in its decision to purchase the Property, except for Buyer's reliance upon the truthfulness and accuracy of Seller's representations and warranties set forth in this Agreement, Buyer is relying upon its independent investigation and not upon any representation of any kind or any nature made by Seller, or any of his employees, agents or attorneys with respect to the Property.

12.4. Survival; Breach. Seller's Representations are material to this Agreement and shall be true as of the Effective Date and true and deemed re-made at Closing. All of Seller's Representations shall survive Closing and shall not merge into the Deed. If any of Seller's Representations become untrue before Closing, Seller shall take all necessary actions to make such representations true and correct before Closing. If any Seller's Representation is not corrected before the Closing Date, Buyer shall be entitled to all remedies available hereunder for a breach of Seller's Representation.

13. FORM 17. PURCHASER AND SELLER AGREE AND ACKNOWLEDGE THAT THE PROPERTY CONSTITUTES "COMMERCIAL REAL ESTATE" AS DEFINED IN RCW 64.06.005 FOR PURPOSES OF THIS TRANSACTION. PURCHASER HEREBY WAIVES RECEIPT OF A SELLER DISCLOSURE STATEMENT REQUIRED UNDER RCW 64.06 FOR TRANSACTIONS INVOLVING THE SALE OF COMMERCIAL REAL ESTATE EXCEPT FOR THE SECTION OF THE STATEMENT ENTITLED "ENVIRONMENTAL." THE DISCLOSURE STATEMENT WITH THE

“ENVIRONMENTAL” SECTION COMPLETED BY SELLER IS ATTACHED TO THIS AGREEMENT AS **EXHIBIT D** (THE “DISCLOSURE STATEMENT”). PURCHASER ACKNOWLEDGES ITS RECEIPT OF THE DISCLOSURE STATEMENT AND WAIVES ITS RIGHT TO RESCIND THE AGREEMENT UNDER RCW 64.06.030. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLOSURE STATEMENT (I) IS FOR DISCLOSURE PURPOSES ONLY, (II) SHALL NOT BE CONSIDERED PART OF THE AGREEMENT, AND (III) SHALL NOT BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.



Buyer's Initials

14. RISK OF LOSS. Except as otherwise expressly set forth herein, Seller shall deliver the Property to Buyer at Closing in the same condition existing as of the Effective Date. Risk of loss or of damage to the Property shall be borne by Seller until the date of Closing. Thereafter, Buyer shall bear the risk of loss. In the event of casualty or damage to the Property, or any portion thereof, prior to the date upon which Buyer assumes the risk, Buyer may terminate this Agreement by delivering written notice of same to Seller; provided, however, that Buyer shall have no right to terminate this Agreement if Seller agrees in writing to restore the Property substantially to their present condition by the date of Closing. Notwithstanding Buyer's right to terminate this Agreement in the event of casualty or damage to all or a portion of the Property, Buyer may elect to complete the purchase of the Property notwithstanding any unrepaired casualty or damage to the Property; provided, however, that if Buyer so elects, Seller shall not be liable to restore the Property or pay damages to Buyer by reason of such casualty or damage, but in such event Buyer shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the casualty or damage to the Property. In the event Buyer elects to terminate this Agreement pursuant to this Section 14, all rights or obligations of Seller and Buyer under this Agreement shall immediately terminate and be of no further force or effect, except to the extent such rights or obligations expressly survive termination.

15. HAZARDOUS SUBSTANCE INDEMNIFICATION

15.1. Indemnification by Seller. Seller shall, to the extent specified herein, indemnify, defend, and hold harmless Buyer and its employees, officers, managers, representatives, invitees, agents and consultants, from and against any and all claims, liabilities, loss, demands, liens, costs and expenses including reasonable attorneys' fees, agency orders, requirements or enforcement actions, suits and causes of action, and damages including but not limited to any claim for damage to property or injury or death of any persons (collectively, the “Claims”) arising from the presence on the Property of any Hazardous Substance (as that term is defined in Section 15.2 below) that was released onto, in or under the Property prior to the Closing Date (the “Existing Contamination”), except to the extent exacerbated or disturbed by any use, action, or inaction of Buyer or its employees, representatives, invitees, agents, contractors, or tenants.

15.1.1. Indemnification Procedure—Claims & Cooperation Agreement. In the event that any Claims arise, Buyer shall notify Seller promptly, in writing, and provide

Seller with all reasonably available information related to the Claims. In the event Buyer is required to perform Remedial Action on the Property prior to a final determination of Seller's and Buyer's actual, respective liability for the Claims, Buyer shall initially pay the Remedial Action Costs, with final cost allocation to be determined pursuant to Section 15.1.2 below. For purposes of this Agreement, the term "Remedial Action" shall have the same meaning as found in RCW 70.105D, and the term "Remedial Action Costs" shall mean any costs related to a Remedial Action with the exception of attorneys' fees and internal staff costs.

15.1.2. Indemnification Procedure—Final Cost Allocation. At the conclusion of the Remedial Action required by a Claim, or prior to conclusion of the Remedial Action if agreed to by Seller and Buyer, the amounts paid by Seller and Buyer towards Remedial Action Costs shall be reconciled and trued-up based on Seller's and Buyer's actual, respective proportionate liability for the Claims at issue. Seller and Buyer shall attempt to agree to a final pro-rata allocation of past and future Remedial Action Costs associated with the Claims. If Seller and Buyer cannot agree on an appropriate pro-rata allocation of the Remedial Action Costs, the dispute resolution process in Section 15.1.3 shall be utilized. Within ninety (90) days of the date on which Seller's and Buyer's actual, respective proportionate shares of the Remedial Action Costs have been determined, any amounts owing from one party to the other shall be paid.

15.1.3. Indemnification Procedure - Dispute Resolution. If a dispute arises under this Section 15, Hazardous Substance Indemnification, either party may notify the other, in writing, of an issue or issues in dispute. Upon such notification, both Seller and Buyer shall meet and confer in an attempt to resolve the matter(s) in dispute. The period within which the parties shall meet and confer shall extend from the notice of the issues in dispute for thirty (30) days unless the parties mutually agree to extend the meet and confer period. At the conclusion of this period, if the issues are not resolved, the parties shall mutually select a qualified mediator and submit the issues to resolution by mediation. If the parties cannot agree to the appointment of a mediator within fifteen (15) days, either party may request the Presiding Judge of the Snohomish County Superior Court to designate a mediator which the parties shall accept. If the mediation fails, either party may submit the matter to a court of competent jurisdiction for judicial resolution.

15.1.4. Indemnification Procedure – Third Parties. Nothing in Subsections 15.1.1, 15.1.2 or 15.1.3 shall prevent either Seller or Buyer from separately or jointly negotiating and entering into any contract or agreement with one or more third parties (whether plaintiffs or defendants) regarding any one or more Claims, including, but not limited to, the following types of agreements: joint defense agreements, cost sharing agreements, cost allocation agreements, settlement agreements, indemnification agreements, or any other type of agreement or arrangement involving, regarding or relating to any one or more Claims. However, Seller and Buyer do not intend that Buyer should obtain a double recovery for all or any portion of the Remedial Action Costs for which Seller is required to indemnify Buyer pursuant to this Agreement. Accordingly, if all of the following conditions are met, Seller shall be entitled to a credit towards the

total amount of funds Seller would otherwise owe to Buyer pursuant to the indemnification provision of Section 15.1: (i) Buyer enters into one or more agreements with one or more third parties without the participation and consent of Seller; (ii) pursuant to such agreement(s), the third part(y/ies) contribute funds towards Remedial Action Costs; and (iii) the Remedial Action Costs at issue in such agreement(s) are Remedial Action Costs for which Seller is required, either in whole or in part, to indemnify Buyer pursuant to Section 15.1 above. In such event, the total amount of funds Seller would otherwise be required to pay to Buyer pursuant to Section 15.2 shall be reduced by the amount of the third party contributions Buyer receives that are allocable to the portion of the Remedial Action Costs for which Seller is required to indemnify Buyer.

15.2. Definition of Hazardous Substance. As used in this Agreement, the term “Hazardous Substance” shall mean (i) any substance subject to regulation under the Washington Hazardous Waste Management Act (chapter 70.105 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any “hazardous substance” under the Washington Model Toxics Control Act (chapter 70.105D RCW) as amended from time to time and regulations promulgated thereunder; (iii) any “hazardous substance” or “hazardous waste” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products (not part of or resulting from the intermodal transfer facility operations); (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

15.3. Survival. The provisions of this Section 15 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Deed.

16. GENERAL ASSIGNMENT OF RIGHTS. Seller agrees to assign to Buyer all of Seller’s right, title and interest (if any) in and to: (a) any guarantee or warranty relating in any way to the Property, including those from utility and other service providers, engineers, architects, consultants, contractors and subcontractors; (b) all prepaid impact and mitigation fees attributed to the Property; (c) rights and remedies, including indemnification rights, under any contract Seller has with any engineers, architects, consultants, contractors, subcontractors and other third parties for claims related in any way to the Property; (d) all insurance proceeds and insurance rights Seller may have related in any way to the Property; (e) all applications, permits, approvals, authorizations and entitlement work related in any way to the Property; (f) all plans, designs, surveys, reports and specifications relating in any way to the Property, including all engineering work; and (g) all other general intangibles beneficial to the use, ownership and development of the Property. If any of the foregoing items is not assignable, Seller shall cooperate with Buyer (at no cost to Seller) in pursuing such items for the benefit of Buyer. At Closing, Seller shall execute and deliver a “General Assignment Agreement” substantially in the form of **Exhibit E**. This Section shall survive Closing.

17. CLOSING.

17.1. Closing Date. Subject to the provisions of Section 10 and Section 11 pertaining to Buyer and Seller's Closing Conditions, the closing of the transaction contemplated by this Agreement (the "Closing") shall occur through Escrow Agent (the "Closing Date") on or before thirty (30) days after Buyer receives its final Entitlement Approvals, but in no event later than the Outside Closing Date (as defined in Section 10.2). Notwithstanding any other provision in this Agreement, the Closing Date must occur on a Tuesday, Wednesday, or Thursday (a "Permitted Closing Day"). If a scheduled Closing Date does not fall on a Permitted Closing Day, the Closing Date shall be extended to the next Permitted Closing Day. Nothing herein shall be construed to preclude Buyer from waiving a Buyer's Closing Condition and accelerating the Closing Date by providing Escrow Agent and Seller with five business days' notice, provided all of Seller's Closing Conditions have been satisfied.

17.2. Manner and Place of Closing. This transaction will be closed by Escrow Agent, or at such other place as the parties may mutually agree to in writing. Closing shall take place in the manner and in accordance with the provisions set forth in this Agreement.

17.3. Seller's Escrow Deposits. On or before the Closing Date, Seller shall deliver the following to the Escrow Agent:

- (a) The duly executed and acknowledged Deed;
- (b) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;
- (c) One (1) of the following: (1) an original affidavit pursuant to Section 1445(b)(2) of the Federal Internal Revenue Code (the "Federal Code"), certifying that Seller is not a foreign person under the meaning of the Federal Code; or (2) a certificate from the Internal Revenue Service to the effect that Seller is exempt from withholding tax on the Purchase Price under the Federal Code;
- (d) Seller's approved estimated settlement statement;
- (e) Seller's fully executed copy of the Park and Ride Agreement described above in Section 8.5 and Exhibit C; and
- (f) Seller's fully executed copy of the General Assignment Agreement referenced above in Section 16 and Exhibit E; and
- (g) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

17.4. Buyer's Escrow Deposits

On or before the Closing Date, Buyer shall deliver the following to the Escrow Agent:

- (a) The remainder of the Purchase Price, in cash (United States currency) less the Earnest Money deposit previously deposited with the Escrow Agent as required under Section 5 of this Agreement;
- (b) The original Deed;
- (c) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;
- (d) Buyer's approved estimated settlement statement;
- (e) Buyer's fully executed copy of the Park and Ride Agreement described above;
- (f) Buyer's fully executed counterpart of the General Assignment Agreement referenced above; and
- (g) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

17.5. Closing Costs, Pro-rations, Adjustments

17.5.1. All taxes and assessments concerning the Property (to the extent that neither party is exempt therefrom) shall be prorated based upon the year it is payable. Seller and Buyer will pay its own attorneys' fees.

17.5.2. Seller shall pay any applicable real estate excise tax.

17.5.3. Seller shall pay the premium at Closing that portion of the premium for the Buyer's Standard Owner's Title Policy of title insurance described in Section 6.4 of this Agreement plus sales tax. Buyer shall pay that portion of the premium for the Title Policy that is attributable to extended coverage. Buyer may also, at its own expense, obtain endorsements to the Title Policy.

17.5.4. Buyer and Seller shall each pay one-half of the escrow fees charged by the Escrow Agent.

17.5.5. Buyer shall pay the cost of recording the Deed.

17.5.6. All other costs of Closing, if any, shall be borne by the Seller and Buyer in a manner consistent with local practice for the county in which the Property is located. Upon the request of either party, adjustments shall be made between the Parties after Closing for the actual amount of any pro-rations made on the basis of estimates as of Closing.

17.6. Events of Closing.

Provided the Escrow Agent has received the Purchase Price funds, all Closing Conditions have been satisfied or otherwise waived, and Escrow Agent is in a position to cause the Title Policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

17.6.1. Seller shall convey the Property to Buyer by statutory warranty deed, subject to the Permitted Exceptions.

17.6.2. The Escrow Agent shall be irrevocably committed to issuing the Title Policy described in Section 6.4 upon recordation of the closing documents.

17.6.3. The Escrow Agent shall record the Deed to Buyer.

17.6.4. The Escrow Agent shall record the Park and Ride Agreement between the Buyer and Seller.

17.7. Title Insurance.

As soon as possible after the Closing Date, the Escrow Agent shall furnish Buyer the Title Policy.

17.8. Possession.

Seller shall deliver possession of the Property to Buyer on the Closing Date and upon recording of the Deed to Buyer.

18. DEFAULTS AND FAILURE TO CLOSE

18.1. Seller's Remedies—Before Closing. In the event that Buyer fails, without legal grounds other than as specifically provided herein, to complete the purchase of the Property, Seller shall be entitled, as Seller's sole and exclusive remedy: (a) to waive the contractual obligations of Buyer in writing; (b) to extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Buyer has delivered its Notice of Suitability, and Escrow fails to close solely due to Buyer's default under this Agreement, to terminate this Agreement and, as its sole and exclusive remedy, receive as liquidated damages the amount of the Earnest Money deposited in Escrow. Seller shall not have the right to seek or recover from Buyer any consequential, incidental, or punitive damages.

18.2. Buyer's Remedies—Before Closing. In the event that the transaction fails to close on account of Seller's default, Buyer shall have the right to: (i) terminate this Agreement and receive a return of the Earnest Money, or (ii) enforce specific performance of this Agreement (and Seller stipulates that specific performance is an appropriate remedy hereunder and that the terms of this Agreement are certain enough to enforce such remedy). Buyer shall have no right to seek or recover from Seller any consequential, incidental or punitive damages.

18.3. Post-Closing. If Closing occurs, with respect to a default by a party in the performance of its obligations following Closing, the parties shall have all rights and remedies available at law or in equity, including the right to damages (other than consequential or punitive damages) and specific performance.

18.4. Notice of Defaults. Except for the parties' wrongful failure to close by the required Closing Date, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of seven (7) days following the date such notice is given.

19. CONDUCT OF BUSINESS.

19.1. Property Maintenance. Except as otherwise expressly set forth herein, Seller agrees to cause the Property to be delivered to Buyer in substantially the same condition existing as of the date of this Agreement.

19.2. Leases and Encumbrances. Except as otherwise provided for expressly in this Agreement, until Closing or termination of this Agreement occurs, Seller shall not enter into or otherwise amend any leases, licenses, occupancy agreements, or create any easements and other encumbrances affecting the Property, without Buyer's prior written consent.

20. AGENCY REPRESENTATION; BROKERS' COMMISSION. Tom Wilson of Cushman & Wakefield ("Seller's Broker") represents Seller. Mark Bertoldi of VMA Properties, LLC ("Buyer's Broker") represents Buyer in this transaction. Seller shall pay any commission due to Seller's Broker and to Buyer's Broker pursuant to a separate agreement. Except as provided in this Section, the Parties each warrant and represent to the other that there are no other brokers, agents, or finders and there are no finders' fees, commissions, or similar fees due in connection with this Agreement. Each Party shall indemnify, defend, and hold the other harmless from and against all liability, loss, cost, damage, or expense (including but not limited to reasonable attorneys' fees and costs) that the other Party incurs due to any claim by a broker, agent, or finder claiming under such indemnifying Party, whether or not such claim is meritorious. Such obligation shall survive Closing. In no event shall any broker, agent or finder be deemed a third party beneficiary of this Agreement.

21. MEMORANDUM OF AGREEMENT. Promptly after the Effective Date, Seller shall execute, acknowledge and deliver to Escrow Agent a "Memorandum of Agreement" in substantially the form attached hereto as **Exhibit F**. Upon delivery of the Notice of Suitability, Escrow Agent shall record the Memorandum of Agreement against the Property; Buyer shall pay any recording fees. If this Agreement is terminated for any reason other than a Seller default or failure to perform, Buyer shall promptly execute, acknowledge and deliver to Seller a release of the Memorandum of Agreement in recordable format.

22. GENERAL PROVISIONS.

22.1. Time is of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

22.2. Assignments and Successors. Neither Seller nor Buyer shall have any right to assign this Agreement or delegate its obligations hereunder to any third party; except, Buyer shall have the right, without Seller's prior written consent, to assign this Agreement in whole or in part to: (a) any entity directly or indirectly controlling, controlled by, or under common ownership with Buyer; (b) any entity created by Buyer, or created by any entity directly or indirectly controlling, controlled by, or under common ownership with Buyer, for the purpose of investment or taking title; or (c) any third party to which the assignment is made to effectuate a land banking or similar arrangement pursuant to which Buyer has the right or option to re-acquire and/or develop the Property or portions thereof (collectively "**Permitted Assignees**"). Buyer shall be released from all obligations and liability under this Agreement upon the assignment to a Permitted Assignee, provided the Permitted Assignee has assumed the same.

22.3. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail, or by facsimile, or email. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: Snohomish County
Facilities and Fleet – Property Management Division
Attention: Property Officer
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
Phone: 425-388-3400
Fax: (425) 388-7008
Email: Cherie.hutchins@snoco.org

Copy to: Snohomish County Public Works
Attention: Special Projects Manager
3000 Rockefeller Avenue M/S 607
Everett, WA 98201
Phone: 425-388-6650
Email Randy.blair@snoco.org

Buyer: Pacific Ridge – DRH, LLC
17921 Bothell Everett Hwy., Suite 100
Bothell, WA 98012
Attn: Justin Goff, Division President
Email: JJGoff@pacificridgehomes.com
Phone: 425-438-8444

Copy to: D. R. Horton, West Region
11241 Slater Avenue NE, Suite 120
Kirkland, WA 98033

Attn.: Melissa Trunnell
E-mail: MTrunnell@drhorton.com
Phone: 425-307-6268

D. R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
Attn: Ted I. Harbour, Esq. and Mark Karnes, Esq.
E-mail: THarbour@drhorton.com and MKarnes@drhorton.com
Phone: 817-390-8200

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) Business Day after deposit with the courier service, and if mailed, two (2) Business Days after deposit at any post office in the United States of America, and if delivered via facsimile or email, the same day as verified; provided that any verification that occurs after 5 p.m. on a Business Day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following Business Day.

Any party may change its address for notices by at least five (5) days' advance written notice to the other.

22.4. Legal Relationships. This Agreement creates only the relationship of Seller and Buyer. The parties agree that this Agreement involves only the sale and purchase of the Property. Nothing contained in this Agreement shall be construed to make, or is intended to create, any partnership or joint venture between Buyer and Seller. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Buyer or any of Buyer's affiliates be or be held liable or responsible in any way for the obligations or liabilities of Buyer under this Agreement.

22.5. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

22.6. Attorneys' Fees. In the event suit or action is instituted by the County against the Buyer or the Buyer against the County to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees in the preparation of its case at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.

22.7. Prior Agreements. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties.

22.8. Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Washington. Venue for any action will be in Snohomish County WA.

- 22.9. Subsequent Modifications.** This Agreement and any of its terms may only be changed, waived, discharged or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
- 22.10. Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to such party's employees, attorneys and agents and shall survive closing or the termination of this Agreement as the case may be.
- 22.11. Invalidity of Provisions.** If any provision of this Agreement, or any instrument to be delivered to Buyer at closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, such provision shall be deleted from such document and shall not invalidate any other provision contained in the document.
- 22.12. Saturday, Sunday, and Legal Holidays.** If the time for performance of any of the terms, conditions and provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next Business Day thereafter.
- 22.13. Survival.** All terms of this Agreement which are not satisfied or waived prior to Closing, shall survive Closing, including attorneys' fees and costs. All of the representations, warranties and agreements of the parties hereto shall survive for a period of six (6) years from the Closing Date or the date of satisfaction or waiver, whichever date is later. This means that if any action is to be brought based upon said representations, warranties or agreements, said claim must be commenced within six (6) years from the Closing Date or the date of satisfaction or waiver, or be forever barred.
- 22.14. Further Documents.** Each party will, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instrument and documents, including escrow instruction, as may be reasonably necessary in order to carry out the terms and conditions of this Agreement and to complete the sale, conveyance and transfer herein contemplated and shall do any and all other acts as may be reasonably requested in order to carry out the intent and purpose of this Agreement.
- 22.15. Business Day.** The term "Business Day" as used herein shall mean any day on which national banks located in Everett, Washington are open for business, excluding Saturdays. All times specified herein refer to Pacific Standard Time or Pacific Daylight Time as applicable.
- 22.16. Recitals.** The Recitals set forth on page 1 of this Agreement are hereby incorporated as part of this Agreement.
- 22.17. No Third Party Beneficiary.** Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the parties hereto.
- 22.18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written

agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

22.19. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

22.20. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

22.21. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

22.22. No Merger. The terms and provisions of this Agreement shall not merge into, but shall survive, the Closing of the transaction contemplated by this Agreement and the Deed to be delivered pursuant hereto.

22.23. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement. Each person signing this Agreement also represents and warrants that no other person's signature is needed except as provided in Sections 22.28 and 22.29 in order (i) for this Agreement to be binding on such party, or (ii) to release the claims, demands, actions and causes of action that such party is purporting to release.

22.24. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

22.25. Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Legal Description of the Property
- EXHIBIT B - Statutory Warranty Deed
- EXHIBIT C - Park and Ride Agreement
- EXHIBIT D - Seller Disclosure Statement
- EXHIBIT E - Form of General Assignment

EXHIBIT F - Form of Memorandum of Agreement

22.26. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

22.27. Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term “Business Day” shall mean a day that is not a Saturday, Sunday or a legal holiday.

22.28. Approval by County Council. Buyer acknowledges and agrees that the terms and conditions of this Agreement must be approved by the Snohomish County Council. In no event shall this Agreement be effective unless and until such approval is finally given.

22.29. Buyer’s Corporate Approval. Notwithstanding any provision contained in this Agreement to the contrary, neither this Agreement, nor any amendment to it shall be a valid and enforceable obligation of Buyer unless executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray or J. Matt Farris, each an officer of Buyer, within 10 business days after the execution and delivery of this Agreement or any subsequent amendment by and between Seller and Buyer’s representative below. Upon obtaining Buyer’s Corporate Approval on this Agreement or any amendment, this Agreement or any amendment shall be effective between the Parties as of the date of such approval.

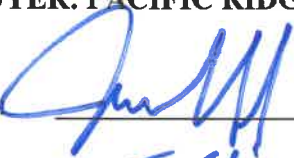
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In witness whereof, the parties have executed this Agreement as of the Effective Date as set forth on the first page of this Agreement (said date to be the date of the last party signing this Agreement).

SELLER: SNOHOMISH COUNTY

By: Cherie Hutchins
Name: Cherie Hutchins
Title: Property Officer
Date: 4-13-2020

BUYER: PACIFIC RIDGE – DRH, LLC

By: 
Name: Justin Goff
Title: Div. Pres
Date: 4/15/20

Approved As To Form:

Rebecca J. Guadamud 4-13-20
Snohomish County Deputy Prosecuting Attorney

EXHIBIT A
To Real Estate Purchase and Sale Agreement

Legal Description

That portion of the South half of the Southwest quarter of said Section 36, Township 28 North, Range 5 East, W.M. Snohomish County, Washington described as follows:
Commencing at the Southwest corner of said Section 36, from which the South quarter section corner thence, bears S88°10'33"E, 2,641.79 feet;
thence S88°10'33"E, along the South line of said Section 36, a distance of 50.81 feet, to the Southerly margin of Cathcart Way, as shown on Snohomish County right of way plan for 132nd St SE Extension, dated August 4, 1999, on file with the Snohomish County Engineer, under Survey No. 3571, being the POINT OF BEGINNING, and the beginning of a non-tangent 1,000.00 foot radius curve to the left, the center of which bears N24°13'04"W;
thence Northeasterly along said margin and curve, through a central angle of 11°18'01", an arc distance of 197.23 feet;
thence continuing along said Southerly margin, the following courses and distances;
thence S90°00'00"E, 273.55 feet;
thence N73°00'00"E, 68.60 feet;
thence N50°00'00"E, 85.55 feet;
thence N00°00'00"W, 235.34 feet;
thence N52°26'32"E, 68.57 feet, to the beginning of a 950.00 foot radius curve to the right;
thence Northeasterly along said margin and curve, through a central angle of 38°46'22", an arc distance of 642.88 feet;
thence S88°47'08"E, 1,304.84 feet, to the Westerly margin of State Highway (SR 9);
thence S04°18'52"W, along said Westerly margin, 4.30 feet, to the beginning of a non-tangent 1,462.70 foot radius curve to the left, the center of which bears S83°50'41"E;
thence Southwesterly along said margin and curve, through a central angle of 12°01'46", an arc distance of 307.10 feet;
thence S01°13'25"W, along said Westerly margin, 388.94 feet, to the South line of aforesaid Section 36;
thence N88°10'33"W, along said South line, 2,525.48 feet, to the POINT OF BEGINNING.

Also known as Lot 2 (BLA-2), Snohomish County Boundary Line Adjustment FN 05-118349 recorded under Auditor's File No. 200510170216 and record of survey recorded under recording no. 200510175206, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Tax Parcel No. 28053600301100

EXHIBIT B
To Real Estate Purchase and Sale Agreement

Statutory Warranty Deed

<p>Return Address: Snohomish County Property Management 3000 Rockefeller Avenue M/S 404 Everett, WA 98201</p>
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<p>Document Title(s) (or transactions contained therein):</p> <p>Statutory Warranty Deed</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>N/A</p>
<p>Grantor(s) (Last name first, then first name and initials):</p> <p>Snohomish County, a political subdivision of the State of Washington</p>
<p>Grantee(s) (Last name first, then first name and initials):</p> <p>Pacific Ridge – DRH, LLC, a foreign limited liability company</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.</p> <p>(AKA: LOT 2 (BLA-2) OF BLA NO. 05-118349 RECORDED UNDER AF# 200510170216 AND ROS RECORDED UNDER AF#200510175206 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.)</p> <p>SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>28053600301100</p>

STATUTORY WARRANTY DEED

Grantor, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to PACIFIC RIDGE – DRH, LLC, a foreign limited liability company, (“Grantee”), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the “Property”), subject only to the matters set forth on Schedule 2 attached hereto (the “Exceptions to Title”).

Dated _____, 20____.

GRANTOR: SNOHOMISH COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

GRANTEE: PACIFIC RIDGE – DRH, LLC

By: _____

Name: _____

Title: _____

[The remainder of this page is intentionally left blank.]

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of PACIFIC RIDGE – DRH, LLC, a foreign limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer or member of the port district, and that _____ was authorized to execute said instrument on behalf of said port district.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

**Schedule 1
to Statutory Warranty Deed**

Legal Description of the Property

That portion of the South half of the Southwest quarter of said Section 36, Township 28 North, Range 5 East, W.M. Snohomish County, Washington described as follows:

Commencing at the Southwest corner of said Section 36, from which the South quarter section corner thence, bears S88°10'33"E, 2,641.79 feet;

thence S88°10'33"E, along the South line of said Section 36, a distance of 50.81 feet, to the Southerly margin of Cathcart Way, as shown on Snohomish County right of way plan for 132nd St SE Extension, dated August 4, 1999, on file with the Snohomish County Engineer, under Survey No. 3571, being the POINT OF BEGINNING, and the beginning of a non-tangent 1,000.00 foot radius curve to the left, the center of which bears N24°13'04"W;

thence Northeasterly along said margin and curve, through a central angle of 11°18'01", an arc distance of 197.23 feet;

thence continuing along said Southerly margin, the following courses and distances;

thence S90°00'00"E, 273.55 feet;

thence N73°00'00"E, 68.60 feet;

thence N50°00'00"E, 85.55 feet;

thence N00°00'00"W, 235.34 feet;

thence N52°26'32"E, 68.57 feet, to the beginning of a 950.00 foot radius curve to the right;

thence Northeasterly along said margin and curve, through a central angle of 38°46'22", an arc distance of 642.88 feet;

thence S88°47'08"E, 1,304.84 feet, to the Westerly margin of State Highway (SR 9);

thence S04°18'52"W, along said Westerly margin, 4.30 feet, to the beginning of a non-tangent 1,462.70 foot radius curve to the left, the center of which bears S83°50'41"E;

thence Southwesterly along said margin and curve, through a central angle of 12°01'46", an arc distance of 307.10 feet;

thence S01°13'25"W, along said Westerly margin, 388.94 feet, to the South line of aforesaid Section 36;

thence N88°10'33"W, along said South line, 2,525.48 feet, to the POINT OF BEGINNING.

Also known as Lot 2 (BLA-2), Snohomish County Boundary Line Adjustment FN 05-118349 recorded under Auditor's File No. 200510170216 and record of survey recorded under recording no. 200510175206, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Tax Parcel No. 28053600301100

**Schedule 2
to Statutory Warranty Deed**

Exceptions to Title (To be updated prior to Closing)

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 7807250327

Said Survey is a correction of Survey recorded under recording number 7804280252.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: December 15, 1978
Recording No.: 7812150261
Affects: The exact location is not a matter of record

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: October 31, 1979
Recording No.: 7910310207
Affects: The exact location is not a matter of record

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recording Date: October 31, 1979
Recording No.: 7910310208
Affects: The exact location is not a matter of record

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Cross Valley Water Association, its successors and assigns
Purpose: Water line or lines
Recording Date: January 11, 1983
Recording No.: 8301110198
Affects: Easterly 10 feet

Said easement corrects easement recorded under recording number 8112020079.

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Affidavit of Boundary Line Adjustment 05-118349:

Recording No: 200510170216

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Boundary Line Adjustment :

Recording No: 200510175206

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 200605315008

9. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 200904155003

EXHIBIT C
To Real Estate Purchase and Sale Agreement

Park and Ride Agreement

Prior to the closing date and as condition of closing the Buyer and Seller shall negotiate to mutual acceptance the following minimum terms and conditions of a voluntary Park and Ride Agreement to be executed prior to or at Closing:

1. **Park & Ride Facility:** As a condition to the sale and purchase of the Property, Buyer shall agree to construct, at its sole expense, a Park & Ride Facility on County-owned adjoining property with tax parcel nos. 004038-000-156-00, 004038-000-141-02 and 004038-000-141-01. The Park and Ride Agreement shall address size, standards, layout, location, and reduced offer price associated with the construction of the Park & Ride Facility. The Buyer shall be obligated, at Buyer's sole expense, to obtain the necessary permits and approvals for construction and to construct the Park & Ride Facility prior to obtaining final occupancy permits for any residential development on the Property. The Buyer understands it will need to prepare the necessary documents to apply for and obtain a conditional use permit approval for the Park & Ride Facility. The Buyer is also required to coordinate with Snohomish County and the Snohomish County Public Transportation Benefit Area Corporation ("Community Transit") to determine the public roadway access within the Property necessary to serve the Park & Ride Facility. The Seller agrees to provide to Buyer a temporary construction easement to construct the Park & Ride Facility.
2. **Pre-Application Plan Review:** The Buyer shall engage in the County's pre-application process prior to submitting any land use applications to the County's Department of Planning and Development Services. Prior to submitting its pre-application to the County's Department of Planning and Development Services, the Buyer shall first submit its pre-application to the County's Department of Public Works for review of the Cathcart Way traffic signal installation (described in paragraph 3 below) and the internal road network connecting to SR 9 and Cathcart Way (described in paragraph 4 below). The Buyer agrees that it shall not submit its pre-application to the County's Department of Planning and Development Services until all issues related to the traffic signal installation and the internal road network are resolved to the County's satisfaction.
3. **Traffic Signal:** The Buyer will furnish the equipment and install a traffic signal along Cathcart Way directly across from the most easterly entrance to the Cathcart Operations Center located on the north side of Cathcart Way. Snohomish County, through its Department of Public Works, will design the signalization and assist the Buyer in processing signalization plan approvals and permits for installation of the signal in addition to providing review as described in paragraph 2 above. The signal shall be completed and operational prior to issuance of final occupancy permits for any residential or commercial uses on the Property.

4. **Internal Roadway Connecting SR 9 to Cathcart Way:** The Buyer will design, perform necessary studies, develop plans, obtain permits and construct to County standards a public road connecting SR 9 to Cathcart Way. The Cathcart Way point of connection shall be opposite the existing access/egress on the most easterly entrance serving the Cathcart Operations Center on the north side of Cathcart Way. The SR 9 point of connection shall be located as shown on WSDOT's SR 9 148th ST SE to SR 96 Plans, a copy of which is attached hereto and incorporated herein as Schedule 1. This total length of roadway shall be constructed or bonded prior to obtaining final occupancy permits for any residential or commercial uses of the Property. Final location shall be subject to County and WSDOT permit review and approvals, as applicable. The parties shall negotiate and execute a temporary construction easement to facilitate Buyer's construction activities on those portions of the road that lie on County-owned parcels 00403800015600 and 00403800014102. Any application for development of the Property shall include a proposed dedication of right-of-way along SR 9 frontage and SR 9/Cathcart Way intersection as shown on WSDOT's SR 9 148th ST SE to SR 96 Plans.
5. **Commercial Use Requirements:** The Buyer agrees and acknowledges that the Property must include commercial uses in addition to residential uses. At a minimum, 50,000 square feet of commercial development must be constructed within the development. Any reduction to the square footage for commercial use is subject to obtaining approval from the Snohomish County Council.
6. These Park and Ride Agreement provisions shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, administrators, legal representatives, successors and assigns. Notwithstanding anything in the foregoing to the contrary, the Buyer may not assign any of its rights or obligations under the Park and Ride Agreement without first obtaining the written consent of the County, which consent shall not be unreasonably withheld, provided such assignee assumes and agrees to perform under the Park and Ride Agreement in the same manner and to the same extent that the Buyer would be required to perform if no such assignment had taken place, and provided such assignee is a qualified company in good standing in the State of Washington,

EXHIBIT D
To Real Estate Purchase and Sale Agreement

Seller's Disclosure Statement

FORM 17 DISCLOSURE AND WAIVER

SELLER: Snohomish County, a political subdivision of the State of Washington

To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) Business Days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY COMMONLY KNOWN AS Lots 7 and 9 in Riverside Business Park, **Everett, Snohomish County, Washington** (THE "**PROPERTY**"), IN ADDITION TO DISCLOSURES MADE BY BUYER TO SELLER PURSUANT TO THE PURCHASE AND SALE AGREEMENT BETWEEN BUYER AND SELLER. SELLER MAKES THE FOLLOWING ENVIRONMENTAL DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is / is not occupying the property.

ENVIRONMENTAL	Yes	No	Don't Know
A. Has there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	X
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	X
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	X	<input type="checkbox"/>	<input type="checkbox"/>
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	X
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	X
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	X	<input type="checkbox"/>
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	X	<input type="checkbox"/>

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

Additional information is available on this website:
<https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=2495>

C. There are wetlands on the property. Buyer to perform independent review of wetlands, streams, and critical areas.

SELLER: Snohomish County, a political subdivision of the State of Washington

By: _____

Name: **Cherie Hutchins 4-13-2020**

Title: **Property Officer**

Date executed: _____

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT.

BUYER: Pacific Ridge – DRH, LLC, a foreign limited liability company

By: 

Name: Justin Goff

Title: Div. Pres

Date executed: 4/15/20

EXHIBIT E

Form of General Assignment Agreement

THIS GENERAL ASSIGNMENT AGREEMENT ("**Assignment**"), is made as of the ____ day of _____, 2020, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("**Assignor**") and PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company ("**Assignee**").

ASSIGNMENT

Assignor is the owner of certain land (the "**Land**") located in the County of Snohomish, State of Washington as more particularly described in Exhibit "1" attached hereto, and all rights, privileges and easements appurtenant to the Land (the "**Appurtenances**"), and all buildings and other improvements on the Land (the "**Improvements**"). The Land, the Appurtenances and the Improvements are hereinafter referred to collectively as the "**Real Property**." Assignor and Assignee are parties certain that certain Vacant Land Purchase and Sale Agreement dated for reference _____, concerning the Property ("**Contract**"). The Real Property is being conveyed by Assignor to Assignee pursuant to the Contract by way of a statutory warranty deed ("**Warranty Deed**") on or about even date herewith. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto hereby agree as follows:

1. Assignor grants, assigns, and transfers to Assignee, as of the recordation of the Warranty Deed, all right, title, interest, benefits and privileges (if any) owned by Assignor, held in Assignor's name or otherwise accruing to Assignor as a result of its ownership of the Real Property in and to the following (collectively, the "**Rights**"):

(a) all warranties and guaranties that benefit or relate to the Real Property, including, without limitation, those from utility and other service providers, engineers, architects, consultants, contractors and subcontractors;

(b) all rights and remedies, including indemnification rights, under any contract Assignor has with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Real Property;

(c) all insurance proceeds and insurance rights related to the Real Property, together with the benefits of all insurance policies maintained by Assignor or Assignor's engineers, architects, consultants, contractors and subcontractors relating to the design and construction of Improvements;

(d) all preliminary, final and proposed development plans and specifications (including "as-built" drawings and all rights and interest in and to all planning and engineering work and permits) applicable to the Real Property, and all structural reviews, drawings, surveys and reports, studies and certificates and other design documents applicable to the Real Property;

(e) all soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(f) all applications, authorizations and governmental entitlements (including all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancies) and all approvals, permissions, environmental clearances, authority to subdivide the Land, rights, licenses and permits which relate to all or any of the Real Property;

(g) any fee credits, reimbursements, deposits and prepaid impact and mitigation fees from any governmental agency, utility, financing district or third party applicable to the Real Property); and

(h) all other general intangibles relating to the development or use of the Real Property, including, without limitation, all names by which the Real Property may be operated or known, and all trademarks and goodwill in any way relating to the Real Property.

2. Assignee accepts the grant, assignment, and transfer of the Rights set forth in Section 1, effective as of the recordation of the Warranty Deed; provided, however, Assignee is not and does not assume any obligations or liabilities associated with such Rights that first arose before the recordation of the Warranty Deed. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all costs, claims or losses arising out of any such obligations or liabilities arising before the recording of the Warranty Deed. Without limiting the foregoing, (i) to the extent any Rights are not assignable, Assignor shall reasonably cooperate with Assignee in pursuing such Rights, but without any obligation to incur any cost in connection with such cooperation, and (ii) upon request on or after the date of this Assignment, Assignor will cause the insurance policies identified above to name Assignee as an additional insured with respect to the Real Property and will deliver endorsements to such policies showing Assignee as an additional insured.

3. Assignor represents and warrants to Assignee, effective as of the date of recordation of the Warranty Deed, (i) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in or to any of the Rights to any party other than Assignee and (ii) Assignor owns the Rights free and clear from any and all liens, encumbrances and security interests.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In any action or suit by a party against the other party under this Assignment by reason of any breach of any term of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

6. This Assignment shall be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of Washington.

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Assignment as of the dates below.

ASSIGNOR: _____ [Form Only; Do Not Sign]

Date of Execution: _____, 2020

ASSIGNEE: PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company

By: _____ [Form Only; Do Not Sign]
Name/Title:

Date of Execution: _____, 2020

[TO BE FINALIZED AND LEGAL DESCRIPTION ATTACHED BEFORE CLOSING]

EXHIBIT F

Form of Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is made as of _____ 2020, between SNOHOMISH COUNTY, a political subdivision of the State of Washington (“**Seller**”), and PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company dba D.R. Horton (“**Horton**”), who agree as follows:

RECITALS

A. Seller is the owner of certain real property in Snohomish County, Washington, which is more particularly described in **Exhibit 1** (“**Property**”).

B. Seller and Buyer have entered into that certain Vacant Land Purchase and Sale Agreement dated for reference (“**Contract**”), with respect to the sale of the Property. The Contract is incorporated in this Memorandum by this reference.

AGREEMENT

1. Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Contract. All subsequent interests in the Property shall take subject to the Contract. This Memorandum is not intended to modify or change the provisions of the Contract. To the extent of any inconsistency between the Contract and this Memorandum, the Contract shall control.

3. This Memorandum may be executed in counterparts. This Memorandum shall inure to the benefit of and shall be binding upon Buyer and Seller and their respective successors and assigns.

SELLER: [Form Only; Do Not Sign] _____
Name:
Date of Execution: _____, 2020

BUYER: PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company

By: [Form Only; Do Not Sign] _____
Name/Title:

Date of Execution: _____, 2020

[TO BE PUT INTO RECORDABLE FORMAT IN ADVANCE OF EXECUTION]

BEFORE THE HEARING EXAMINER
IN AND FOR THE COUNTY OF SNOHOMISH

In Re Cathcart Crossing,

No. 21-107654 SPA/BSP

Order Granting and Denying Petitions for
Reconsideration

Pacific Ridge—DRH, LLC,

Applicant.

SUMMARY

The Office of Hearings Examination received three petitions for reconsideration, which are consolidated to facilitate procedural efficiency.¹

Petitioner	Disposition	Reason ²
Snohomish County Planning and Development Services department (PDS) ³	Granted and amended decision issued	Error of law regarding school impact mitigation.
Deborah Wetzel ⁴	Denied	Evidence could reasonably have been produced at the hearing.
Janet Miller ⁵	Denied	No error of law regarding notice.

¹ SCC 30.72.065(6) (2013).

² The summary briefly describes the principal bases for disposition and does not supplant the reasons stated *infra*.

³ Ex. M.1.

⁴ Ex. M.3 and M.3 Exhibits 1-9.

⁵ Ex. M.4.

1 **PDS**

2 PDS petitioned for reconsideration of the Hearing Examiner’s decision of July 7, 2022. PDS
3 represented that the applicable Snohomish School District impact mitigation fee is
4 \$6,039/dwelling unit, but the correct amount is \$260/dwelling unit. The incorrect amount is
5 an error of law because SCC 30.66C.100(1) table 1 lists \$260.00, not \$6,039.00, as the
6 appropriate impact fee for a townhouse in Snohomish School District No. 201.⁶ The Hearing
7 Examiner grants the petition for reconsideration and concurrently issues a decision
8 amended as described below.

9 The decision stated:⁷

10 The development’s impact on the public school system is mitigated by the
11 payment of mitigation fees required by county code. Pacific Ridge must pay
12 more than \$6,000 per dwelling unit for the development’s impact on the
13 Snohomish School District.

14 The paragraph is amended to read as follows:⁸

15 Regarding concerns on impacts to the public school system, PDS solicited
16 comments from the Snohomish School District about the proposed project.
17 The county’s comprehensive plan includes the capital facilities plans of the
18 school districts in the county. School districts submit proposed impact
19 mitigation fees for the county’s approval.
20 <https://snohomish.county.codes/CompPlan/GPP-AxF> (The Hearing Examiner
21 takes official notice of the county’s comprehensive plan. H. Ex. R. of Proc.
22 5.6(i) (2021)). The development’s impact on the public school system is
23 mitigated by the payment of mitigation fees required by county code. Pacific
24 Ridge must pay ~~more than \$6,000~~ \$260 per dwelling unit for the
25 development’s impact on the Snohomish School District.

26 Section XVI(1) of the July 7 decision states:⁹

27 Approval of the development will be conditioned upon the payment of school
28 impact fees.¹⁰ The amount will be \$6,039.00 per dwelling unit according to the
29 base fee schedule in effect for the Snohomish School District on April 21,
30 2021, when Pacific Ridge submitted a complete development application. For
31 building permits submitted on or after April 22, 2026, the mitigation fee will be
32 determined by the fee schedule in effect when building permits are submitted.

⁶ The Hearing Examiner does not set the amounts stated in county code, nor does he have the legal authority to modify them.

⁷ July 7 decision, section X(3), p. 13, ll. 17-19.

⁸ Additions underscoring and deletions ~~struck through~~.

⁹ July 7 decision, p. 25, ll. 2-9.

¹⁰ SCC 30.66C.100 (2014).

1 Mitigation fees will be collected at the time of building permit issuance for the
2 proposed new dwellings. Credit shall be given for one existing lot.

3 It is amended as follows:

4 Approval of the development will be conditioned upon the payment of school
5 impact fees.¹¹ The amount will be ~~\$6,039.00~~ \$260.00 per dwelling unit
6 according to the base fee schedule in effect for the Snohomish School District
7 on April 21, 2021, when Pacific Ridge submitted a complete development
8 application. For building permits submitted on or after April 22, 2026, the
9 mitigation fee will be determined by the fee schedule in effect when building
10 permits are submitted. Mitigation fees will be collected at the time of building
11 permit issuance for the proposed new dwellings. Credit shall be given for one
12 existing lot.

13 Condition 26 requires:¹²

14 The dwelling units within this binding site plan are subject to school impact
15 mitigation fees for Snohomish School District No. 201. For building permit
16 applications submitted on or before April 21, 2026, the mitigation fee shall be
17 \$6,039.00. For building permits submitted on or after April 22, 2026, the
18 amount shall be determined by the fee schedule in effect at the time the
19 building permit application is submitted. Payment of these mitigation fees is
20 required prior to building permit issuance except as provided for in SCC
21 30.66C.200(2). Credit shall be given for one existing lot. Unit 1 shall receive
22 credit.

23 Condition 26 is amended to read:

24 The dwelling units within this binding site plan are subject to school impact
25 mitigation fees for Snohomish School District No. 201. For building permit
26 applications submitted on or before April 21, 2026, the mitigation fee shall be
27 ~~\$6,039.00~~ \$260.00. For building permits submitted on or after April 22, 2026,
28 the amount shall be determined by the fee schedule in effect at the time the
29 building permit application is submitted. Payment of these mitigation fees is
30 required prior to building permit issuance except as provided for in SCC
31 30.66C.200(2). Credit shall be given for one existing lot. Unit 1 shall receive
32 credit.

¹¹ SCC 30.66C.100 (2014).

¹² July 7 decision, p. 30, ll. 5-11.

1 **WETZEL**

2 Petitioner Wetzel seeks reconsideration for four reasons:

- 3 1. Alleged conflict of interest (appearance of fairness);
- 4 2. "Whether . . . the Examiner . . . followed the rules and procedures and
5 Washington State law essential to a fair hearing;
- 6 3. Material facts were withheld.
- 7 4. The decision does not comply with chap. 36.70A (the Growth Management Act),
8 SCC 30.10.060, "and all Washington State and Snohomish County codes,
9 ordinances and regulations."¹³

10 For the purposes of analysis, the first two alleged errors (conflict of interest and appearance
11 of fairness) are discussed together because they are founded on the same facts.

12 **1. CONFLICT/APPEARANCE OF FAIRNESS**

13 Petitioner Wetzel summarizes her argument: "Because the County is the Examiner's
14 employer, as well as the County employees, they have an outsized interest in a successful
15 outcome of the hearing. This serves as the basis for an appearance of fairness of
16 concern."¹⁴ This argument is not new; she raised the argument prior to issuance of the July
17 7 decision and the Hearing Examiner considered her argument, researched the law, and
18 ruled on it.¹⁵ The petitioner cites no authority contradicting the published Washington Court
19 of Appeals decision holding that an agency's employment of an administrative law judge
20 does not create an appearance of fairness concern under Washington state law.¹⁶ Petitioner
21 did not demonstrate an error of law justifying reconsideration. SCC 30.72.065(2)(c) (2013).

22 **2. FAILURE TO COMPLY WITH LAWS**

23 Petitioner Wetzel argues for reconsideration claiming procedural errors: (1) the applicant
24 and PDS submitted additional documents for the record at the time of hearing; (2) the
25 Hearing Examiner refused to consider any documents submitted after the close of the
26 hearing; (3) attendees with technical problems that could not speak during the hearing only
27 had one hour to submit their comments by email; (4) the Hearing Examiner should have
28 examined an unidentified witness after the testimony of Linda Gray; (5) the Hearing
29 Examiner interrupted, intimidated, belittled, and prevented petitioner from continuing to

¹³ Ex. M.3, p.2.

¹⁴ *Id.*

¹⁵ July 7 decision, IV, pp. 5-6.

¹⁶ *Valley View Convalescent Home v. Department of Social & Health Services*, 24 Wn. App. 192, 200-01, 599 P.2d 1313, 1318 (1979), rev. denied 93 Wn. 2d 1004 (1980) (citations omitted)

1 testify; (6) the Hearing Examiner was not fully informed and should have continued the
2 hearing; and (7) the public was not properly notified.

3 Submission of exhibits at the open record hearing is not a procedural error; it is an “open
4 record” hearing, after all. Petitioner did not show an adequate basis for reopening the record
5 to consider documents that were publicly available prior to the hearing. Attendees who
6 desired to speak at the hearing but did not due to technical problems were not prejudiced by
7 having an hour to submit their intended comments by email. Presumably they were already
8 prepared to speak and had adequate time to type and send their comments by email. No
9 attendee who submitted a later email claimed they needed more time. The Hearing
10 Examiner did not need to call any additional witnesses after the testimony of Ms. Gray, nor
11 could he call unidentified witnesses. The Hearing Examiner regrets that petitioner felt a lack
12 of respect. The record speaks for itself, however, and he believes it demonstrates that
13 petitioner was not prevented from continuing to testify and that she was neither belittled nor
14 intimidated. She clearly finished her comments. The Hearing Examiner was fully informed
15 and did not need to continue the hearing. Petitioner did not demonstrate that county code
16 notice requirements were not satisfied. She objects that notice beyond that required by law
17 was not given. There is no legal requirement to exceed the notice requirements required by
18 county code.

19 **3. MATERIAL FACTS**

20 Petitioner Wetzel also claims, “Material facts were not disclosed until the hearing was
21 underway,” and such facts were “not readily ascertainable” and the parties of record did not
22 have reasonable time to review them and participate in the hearing.¹⁷ Petitioner conceded
23 that she moved to re-open the record for these same reasons, but the Hearing Examiner
24 denied her motion.¹⁸ More specifically, she complains the purchase and sale agreement for
25 the property was not included in the record and that a park and ride is contemplated
26 adjacent to the site. However, these facts and associated documents were publicly
27 available prior to the hearing. That the petitioner did not learn of them until during or after
28 the hearing is not a legal basis for reconsideration.

29 **4. COMPLIANCE WITH THE GROWTH MANAGEMENT ACT**

30 Petitioner Wetzel asserts the goals of the Growth Management Act and the county’s
31 comprehensive plan were violated. The Hearing Examiner has jurisdiction to determine
32 whether a proposed project complies with county code; he has no authority to determine
33 whether county code complies and is consistent with state law.

¹⁷ Ex. M.3, p.4.

¹⁸ *Id.*

1 **RECONSIDERATION AND APPEAL**

2 Further petitions for reconsideration are not authorized. SCC 30.72.065(3) (2013).
3 Information on how to appeal the amended decision is contained at the foot of the amended
4 decision.

5 Staff Distribution: Stacey Abbott