

## IV. Responses to Appeal

- AA.4 Written argument from Carter and Mary Lou Burns, Parties-of-Record, submitted via e-mail and received on September 11, 2022, at 8:42 p.m.
- AA.5 Written argument from Mickie Gundersen, Party-of-Record, submitted via e-mail and received on September 11, 2022, at 10:25 p.m.
- AA.6 Written argument from Debbie Wetzel on behalf of M. Joan Bjornson, Party-of-Record, submitted via e-mail and received on September 12, 2022, at 11:01 a.m.
- AA.7 Written argument from Debbie Wetzel on behalf of M. Joan Bjornson, Carter and Mary Lou Burns, and Mickie Gundersen, Parties-of-Record, submitted via e-mail and received on September 12, 2022, at 11:18 a.m.
- AA.8 Written argument from Janet Miller, Party-of-Record, submitted via e-mail and received on September 12, 2022, at 2:28 p.m.
- AA.9 Written argument from Linda Gray, Party-of-Record, submitted via e-mail and received on September 12, 2022, at 3:08 p.m.
- AA.10 Written argument from Duana T. Kolouskova, Attorney for the Applicant, submitted via e-mail and received on September 12, 2022, at 4:29 p.m.

### ***Hearing Examiner exhibits listed in order as cited in applicant's written argument***

- A.2 Project Narrative and email clarification from Cornell, William, regarding SCC 30.41D.010
- L.2 Updated Staff Recommendation, June 14, 2022
- I.11 Petition from Concerned Citizens of Clearview received July 26, 2021
- E.1 Determination of Nonsignificance with Environmental Checklist
- F.4 Posting Verification – Notice of Open Record Hearing, Threshold Determination, and Concurrency and Traffic Impact Fee Determinations
- F.3 Affidavit of Notification (publication) – Notice of Open Record Hearing, Threshold Determination, and Concurrency and Traffic Impact Fee Determinations
- F.2 Affidavit of Mailing – Issued Determination of Nonsignificance
- F.1 Affidavit of Mailing – Notice of Open Record Hearing, Threshold Determination, and Concurrency and Traffic Impact Fee Determinations
- I.19 Laron Glover Email, June 14, 2022
- M.3 Ex.1 Cathcart South PSA
- M.3 Ex.2 Motion 22-259
- M.3 Ex.3 Wetzel, Dobesh Email
- M.3 Ex.4 Gibson Traffic, Lincoln, Irwin Email
- M.3 Ex.5 Wetzel, Phillips Email
- M.3 Ex.6 Wetzel, Abbott Email
- M.3 Ex.7 Cathcart Property FAQ
- M.3 Ex.8 Council Motion, Proposed Use

**From:** Carter Burns <cbandml@yahoo.com>  
**Sent:** Sunday, September 11, 2022 8:42 PM  
**To:** Contact Council  
**Cc:** Debbie Wetzel  
**Subject:** Snohomish County File No.. 21-1076545 SPA/BSP Carter and Mary Lou Burns (Parties of Record) to appeal of land use decision.  
**Attachments:** Burns Land use appeal response.pdf

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

Attached please find our response.

Carter and Mary Lou Burns  
16011 95th. Ave. SE  
Snohomish, Washington  
98296

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

<b>In Re the APPEAL of</b>	)
	)
<b>KATRINA STEWART AND</b>	) <b>SNOHOMISH COUNTY FILE</b>
<b>DEBORAH WETZEL</b>	) <b>NO. 21-107654 SPA/BSP</b>
	)
<b>Appellants,</b>	) <b>PARTIES OF RECORD CARTER</b>
	) <b>AND MARYLOU BURNS' RESPONSE TO</b>
<b>Of the Hearing Examiner Decision for</b>	) <b>APPEAL OF LAND USE DECISION BY</b>
<b>The CATHCART CROSSING Project</b>	) <b>KATRINA STEWART AND DEBORAH</b>
<b>Application</b>	) <b>WETZEL</b>
	)
<b>Applicant: Pacific Ridge-DRH, LLC</b>	)
<hr/>	)

Parties of Record Carter and Mary Lou Burns submit this Response to Appeal of Land Use Decision by Katrina Stewart and Deborah Wetzel dated August 22, 2022 (“Appeal”) as follows:

1. We are husband and wife so will write this response in the first-person vernacular.
2. I have lived in the area in close proximity to the proposed development for over 44 years and attended the open house held by Snohomish County Public Works in October of 2017. At that presentation they had beautifully colored posters that listed “POTENTIAL USES OF THIS PROPERTY,” which included retirement housing, sit-down restaurants, retail and grocery stores, a veterinary clinic and even a library, to name several of the proposed amenities for the local, rural community.
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County's assurances. The approved site plan is nothing but urban development at its worst. Where the open spaces as are depicted in the glossy photos shown at the Snohomish County Public Works Open House in 2017?

4. The Hearing Examiner stated that he had not read the updated Staff Report, which showed a 50% increase in a.m. peak traffic and a 40% increase in p.m. traffic. This alone negates the viability of the Hearing Examiner to accurately rule on the proposed site plan.

5. The original proposal called for 136 townhomes, five retail businesses with apartments above, walking trails and abundant open community spaces. That is what the County has assured the community for the past five years. In May of 2022, when residents held a community meeting, the County representatives that attended (Doug McCormick from Public Works and Frank Slusser from PDS) did not present the current site plan as approved. Instead, they showed maps of the UGA. The approved site plan now looks similar to military barracks. I incorporate the Offering of Memorandum filed by Party of Record Linda Gray in her Response to the Appeal is if fully set forth herein. I also reference the Critical Area Site Plan recorded under Snohomish County Recording No. 202208230219 which shows a complete contrast to what was alleged for the property.

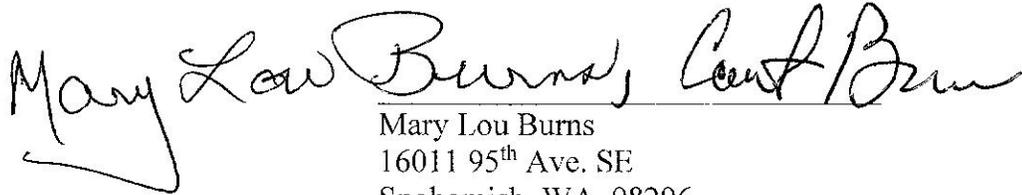
6. Although the construction of a Park and Ride was a condition of the sale, it is not currently shown on the approved site plan. The Purchase and Sale Agreement clearly binds the two projects together, and they should be reviewed, permitted, etc., as such. The effects of the traffic impact studies, and the critical area/wetland study apply to both the proposed development and the Park and Ride. These issues impose significant impacts to the approved site plan.

7. Of even more concern is the County's lack of inclusion of many individuals who requested to be parties of record in these proceedings, but inexplicably, were not.

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Dated this 12<sup>th</sup> day of September, 2022.

A handwritten signature in black ink that reads "Mary Lou Burns, Const Burn". The signature is written in a cursive style with a large, sweeping initial "M".

Mary Lou Burns  
16011 95<sup>th</sup> Ave. SE  
Snohomish, WA 98296  
(425) 244-1212  
[cbandml@yahoo.com](mailto:cbandml@yahoo.com)

**From:** hilltop.locust@frontier.com  
**Sent:** Sunday, September 11, 2022 10:25 PM  
**To:** Contact Council  
**Subject:** SNOHOMISH COUNTY FILE NO. 21-107654 SPA/BSP PARTY OF RECORD MICKIE GUNDERSEN'S RESPONSE TO APPEAL OF LAND USE DECISION BY KATRINA STEWART AND DEBORAH WETZEL  
**Attachments:** Cathcart Crossing Submittal.pdf

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

Dear Lisa Campbell,

Attached please find my submittal to the above named appeal. Please distribute to all Council members. Please feel free to call me if you have any questions.

Thank you very much,

Mickie Gundersen  
425-218-9847

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

<b>In Re the APPEAL of</b>	)
<b>KATRINA STEWART AND</b>	) <b>SNOHOMISH COUNTY FILE</b>
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<b>Appellants,</b>	) <b>PARTY OF RECORD MICKIE</b>
<b>Of the Hearing Examiner Decision for</b>	) <b>GUNDERSEN’S RESPONSE TO APPEAL</b>
<b>The CATHCART CROSSING Project</b>	) <b>OF LAND USE DECISION BY KATRINA</b>
<b>Application</b>	) <b>STEWART AND DEBORAH WETZEL</b>
<b>Applicant: Pacific Ridge-DRH, LLC</b>	)
_____	)

I am submitting this in response to the Appeal of Land Use Decision by Katrina Stewart and Deborah Wetzel filed on August 22, 2022 (“Appeal”).

1. I, Mickie Gundersen an individual and President of the Hilltop-Locust Community Group, receive many application notices in the mail. If I think our community group might be interested in making comments on the application, I write to the planner and ask to be a party of record. I give my name and address and ask the planner to send me a note confirming that I or we are a party of record. I have instructed many other people to follow this procedure to become a party of record. I have been instructed by the planners to do this. I do not know of a case where anyone has been turned down to be a party of record, except for Cathcart Crossing.
2. I have been told more than once by PDS that the planner is not in charge of what the developers write in their applications and on their SEPA checklist. I have been told by PDS that the planner does not check out the developer’s answers. They trust the applicant to make true statements. I find this shocking and irresponsible. This is in direct opposition to a statement made by the HE in the Decision, and as noted in the Appeal of Land Use Decision by Katrina Stewart in footnote 25, p 38, line 23.

3. I wrote in to be a party of record on Cathcart Crossing and spoke at the hearing. I did not receive a notice or copy of the Hearing Examiner's decision. Upon notifying the HE's office, I received a note stating that I had an additional 10 days to respond.
4. Availability of information.
  - a. Not all of it is put on line or available in person, planners forget or don't have time or just don't do it.
  - b. Not all information is written down. As a policy by PDS, phone calls and in person meetings are not documented with notes.
  - c. If a person from the general public wants to appeal an application, they may not know where to begin. Having only 2 weeks isn't enough time to navigate the labyrinth of County records and file a SEPA appeal.
5. Having to pay \$1500.00 to file an appeal is prohibitive for 99% of the population. We pay taxes to run the County. It would be more equitable if either the County or the developer paid for an appeal. A citizen has to learn the process, find the information, try to organize the community, and then figure out how to pay for the appeal, a daunting task. It appears that Snohomish County really does not want its citizens to see the information, or file appeals on development applications. This is contrary to state law RCW 36.70A.020(11) that is to "Encourage the involvement of citizens in the planning process." Snohomish County is not forthcoming with much of its information.
6. Here is a story of just one of my experiences.

In a development application I reviewed, Snohomish County did not call a tributary on the property a stream. The planner said all water coming from it was from an MS-4 pipe.

We tried to find out who put the pipe in the tributary. No one knew, not even Public Works. But the pipe came from the street.

We took a video of the flowing stream on a neighboring property to the south in August after 3 weeks of no rain. We sent the video to the County planner. We asked the planner to come to the site to verify the stream. The planner and biologist refused to visit the site. (There was probably no water from the MS-4 street pipe at that dry time).

The planner issued a DNS. After that the planner and biologist visited the site with my Vice President and me. The tributary ran through a deep ravine on the neighboring property. The tributary was full of water and the ravine had water seeping from the banks. It was obvious that this stream was running through a wetland. The planner said he couldn't confirm that it was really a stream. He said he thought the water only came through the MS-4 pipe, even though we could see water seeping from both sides of the stream banks, as well as running from the planned development property! The planner said he wouldn't change his determination at this time.

While on site, the County biologist told me the story of how they decided whether the tributary was a stream. He said that he and a biologist from Fish and Wildlife were on the neighboring site that was to be developed. This site was the headwaters of the stream. He and the biologist couldn't decide whether or not it was a stream, or who should make the final call. They went back and forth, "You call it", and "no you call it." The biologist told me that the Fish and Wildlife employee said, "OK it's not a stream." There was no investigation, no research, just a couple of guys kind of tossing a coin. (I asked the biologist what his discipline of biology was. He told me it was forestry and that he didn't know much about wetlands, yet he was the one who was supposed to make this life changing decision.) We and our biologist were certain that the tributary was a stream.

At some point, the developer's engineer contacted me and asked to meet and work out a new plan removing two lots and taking the planned vault out of the tributary, supposedly saving the tributary. We agreed, as we didn't think we could afford to take this through the court process, knowing that our chances of winning at the County level were slim.

Later on, after the development was approved, the Hilltop-Locust Community Group hired a fish biologist from Trout Unlimited to see if she could find fish in the tributary. Both days she was there were overcast. It was hard to see into the stream. She found fish at the mouth of the stream where it entered Swamp Creek. She typed that part of the tributary a type "F", fish stream. Our biologist, the renowned, Jim Matilla told me that fish anywhere in that stream use the whole stream as habitat, even the smaller part of the tributary that is on the site to be developed.

I took the documents from the fish biologist to Snohomish County to talk with someone about what had happened at this development site. While I was there, the person I was talking with was looking at their computer. I was a little annoyed, because I was talking. I asked what he/she was doing and was told that he/she was looking up the developed property on a County site. I was told that the neighboring property that had the stream had been evaluated 15 years ago by a County Biologist as a Category I wetland. If we had been able to find that information, the development that was built in the headwaters of that stream wouldn't have happened. So, you see, it is not necessarily easy to get all the information from the County. (Did the planner know about this, or just not bother to look up the information that was readily available to him)?

And to add to the insult, at the present time, Snohomish County is planning to build a roundabout at a nearby intersection. I talked with someone from Public Works who told me that the same MS-4 pipe that we weren't able to find any information about was put in by the County to drain a local park during heavy rains. Previously Public Works had denied knowing anything about that same MS-4 pipe.

So, there you go. Finding information about County property and developments is extremely difficult. Our Community Group spent \$32,000.00 trying to save this tributary. If we could have found the information that the County seemed to be withholding, we would not have had to spend all that money and two years of our lifetimes with the stress. The stream would be much safer with the proper wetland buffers from the 2.4-acre wetland to its southern border. In fact, most of the developed site was wetland buffer and wetland! So, we lost our money, impaired our health, and lost the stream.

And just a note. The developer did not comply with our Settlement Agreement. And the Snohomish County inspector signed off on buffer work that had not been done.

There you have it. One example of how Snohomish County thwarts the efforts of honest common citizens from being effective in the Public Review process as well as saving valuable trees, streams, and wetlands that the County professes to care about.

This is not an uncommon story. In the 25 years since I have been reviewing development applications and trying to become part of the process and make changes that protect citizens and the environment, this kind of county interference happens all the time, not only to me, but to others who have told me about their thwarted efforts.

The difficulties in accessing County information have gotten much worse from when I first started reviewing development applications in 1997.

I request the Snohomish County Council to provide the relief requested in the Appeal.

Dated this 12<sup>th</sup> day of September, 2022.

/s/

---

Mickie Gunderson  
1126 Lawton Road  
Lynnwood, WA 98036-7122  
(425-218-9847)  
[Hilltop.locust@frontier.com](mailto:Hilltop.locust@frontier.com)  
[Michelleg18@frontier.com](mailto:Michelleg18@frontier.com)

**From:** Debbie Wetzel <debbieleewetzel@gmail.com>  
**Sent:** Monday, September 12, 2022 11:01 AM  
**To:** Contact Council  
**Subject:** No. 21-107654 SPA/BSP  
**Attachments:** Bjornson pg 1.jpeg; Bjornson pg 2.jpeg

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

Please see attached filed on behalf of party of record M. Joan Bjornson as she does not have internet access.

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I remain,  
Deborah Wetzel  
206-261-0941

**BEFORE THE COUNCIL  
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<b>KATRINA STEWART AND</b>	) <b>SNOHOMISH COUNTY FILE</b>
<b>DEBORAH WETZEL</b>	) <b>NO. 21-107654 SPA/BSP</b>
<b>Appellants,</b>	) <b>PARTY OF RECORD M. JOAN</b>
<b>Of the Hearing Examiner Decision for</b>	) <b>BJORNSON'S RESPONSE TO APPEAL</b>
<b>The CATHCART CROSSING Project</b>	) <b>OF LAND USE DECISION BY KATRINA</b>
<b>Application</b>	) <b>STEWART AND DEBORAH WETZEL</b>
<b>Applicant: Pacific Ridge-DRH, LLC</b>	)
_____	)

I am a party of record and am submitting this in response to the Appeal of Land Use Decision By Katrina Stewart and Deborah Wetzel filed on August 22, 2022 ("Appeal").

1. I do not have a computer so I am relying on a friend to assist me in participating in this appeal. We are neighbors who signed one letter as a matter of actions to meet a goal.

2. My property is near the proposed development and since all of 152<sup>nd</sup> St. SE will be impacted by this project all residents should have received a written notice early on. Receiving a call from Allegra about a Zoom hearing did not interest me as it seemed unimportant if I could attend. However, other parties contacted me from a better perspective of actual actions being proposed. Now I receive correspondence from the Hearing Examiner's office.

3. My property has three drainage ditches from properties around it. The County has always made it clear with signs, visits and rules that we must respect our wetlands. So, now it is accepted by the Hearing Examiner to have slabs of concrete, many items like parking garages, so many people on one small space of land? Where will all of these volumes of water actually go? Rerouted? Blocked?

4. The previous owners of the land were friends so we saw that parcel as we walked through the woods. They had a large parcel which aided them in their private business. Where is the respect for our wetlands now? We have volumes of water most of the year so we use natural vegetation to build up the banks of the drainage ditches, as well as clean out debris to keep the flow running. Concrete covers would end and kill

all ability for flora and fauna to multiply, upsetting symbiosis of this area. My site plan is not available because it was not required when my husband and I became owners.

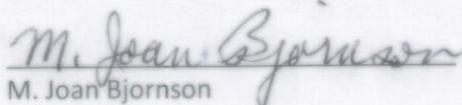
5. I am aware of five or more wells in this area. I am gravely interested in any disruption to our water and any guarantee that this project will not change the stability of our precious privilege of that volume and purity. Once it is violated it cannot be returned to us.

6. I have reviewed the parties of record list, which apparently had me on there at one point, then I was removed, then I was added back on. As a result, I have not received all of the documents I should have received in this matter.

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Dated this 12<sup>th</sup> day of September, 2022.



M. Joan Bjornson  
8531 152<sup>nd</sup> St. SE  
Snohomish, WA 98296  
(360) 668-2510

**From:** Debbie Wetzel <debbieleewetzel@gmail.com>  
**Sent:** Monday, September 12, 2022 11:18 AM  
**To:** Campfield, Lisa  
**Subject:** 21-107654 SPA/BSP  
**Attachments:** BJornson pg 1.jpeg; Bjornson pg 2.jpeg; Burns Land use appeal response.pdf; Cathcart Crossing Submittal.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Good morning - It is my understanding that Ms. Echo is currently out of the office so I wanted to make sure you received the attached as argument/response to the Appeal in the above matter.

Please send me an email acknowledging that you received the documents.

Thank you.

--

I remain,  
Deborah Wetzel  
206-261-0941

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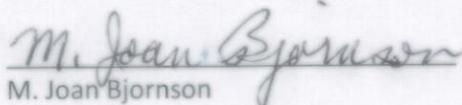
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8531 152<sup>nd</sup> St. SE  
Snohomish, WA 98296  
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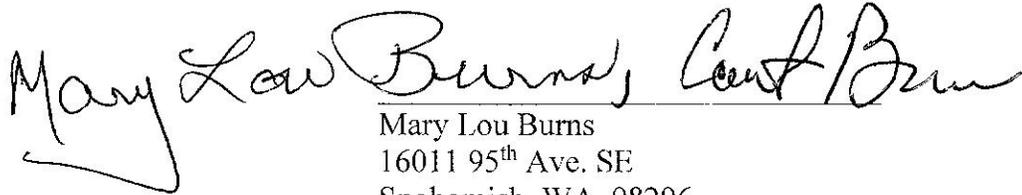
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A handwritten signature in cursive script that reads "Mary Lou Burns, Const Burn". The signature is written in black ink and is positioned to the left of the typed contact information.

Mary Lou Burns  
16011 95<sup>th</sup> Ave. SE  
Snohomish, WA 98296  
(425) 244-1212  
[cbandml@yahoo.com](mailto:cbandml@yahoo.com)

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

<b>In Re the APPEAL of</b>	)
<b>KATRINA STEWART AND</b>	) <b>SNOHOMISH COUNTY FILE</b>
<b>DEBORAH WETZEL</b>	) <b>NO. 21-107654 SPA/BSP</b>
<b>Appellants,</b>	) <b>PARTY OF RECORD MICKIE</b>
<b>Of the Hearing Examiner Decision for</b>	) <b>GUNDERSEN’S RESPONSE TO APPEAL</b>
<b>The CATHCART CROSSING Project</b>	) <b>OF LAND USE DECISION BY KATRINA</b>
<b>Application</b>	) <b>STEWART AND DEBORAH WETZEL</b>
<b>Applicant: Pacific Ridge-DRH, LLC</b>	)
_____	)

I am submitting this in response to the Appeal of Land Use Decision by Katrina Stewart and Deborah Wetzel filed on August 22, 2022 (“Appeal”).

1. I, Mickie Gundersen an individual and President of the Hilltop-Locust Community Group, receive many application notices in the mail. If I think our community group might be interested in making comments on the application, I write to the planner and ask to be a party of record. I give my name and address and ask the planner to send me a note confirming that I or we are a party of record. I have instructed many other people to follow this procedure to become a party of record. I have been instructed by the planners to do this. I do not know of a case where anyone has been turned down to be a party of record, except for Cathcart Crossing.
2. I have been told more than once by PDS that the planner is not in charge of what the developers write in their applications and on their SEPA checklist. I have been told by PDS that the planner does not check out the developer’s answers. They trust the applicant to make true statements. I find this shocking and irresponsible. This is in direct opposition to a statement made by the HE in the Decision, and as noted in the Appeal of Land Use Decision by Katrina Stewart in footnote 25, p 38, line 23.

3. I wrote in to be a party of record on Cathcart Crossing and spoke at the hearing. I did not receive a notice or copy of the Hearing Examiner's decision. Upon notifying the HE's office, I received a note stating that I had an additional 10 days to respond.
4. Availability of information.
  - a. Not all of it is put on line or available in person, planners forget or don't have time or just don't do it.
  - b. Not all information is written down. As a policy by PDS, phone calls and in person meetings are not documented with notes.
  - c. If a person from the general public wants to appeal an application, they may not know where to begin. Having only 2 weeks isn't enough time to navigate the labyrinth of County records and file a SEPA appeal.
5. Having to pay \$1500.00 to file an appeal is prohibitive for 99% of the population. We pay taxes to run the County. It would be more equitable if either the County or the developer paid for an appeal. A citizen has to learn the process, find the information, try to organize the community, and then figure out how to pay for the appeal, a daunting task. It appears that Snohomish County really does not want its citizens to see the information, or file appeals on development applications. This is contrary to state law RCW 36.70A.020(11) that is to "Encourage the involvement of citizens in the planning process." Snohomish County is not forthcoming with much of its information.
6. Here is a story of just one of my experiences.

In a development application I reviewed, Snohomish County did not call a tributary on the property a stream. The planner said all water coming from it was from an MS-4 pipe.

We tried to find out who put the pipe in the tributary. No one knew, not even Public Works. But the pipe came from the street.

We took a video of the flowing stream on a neighboring property to the south in August after 3 weeks of no rain. We sent the video to the County planner. We asked the planner to come to the site to verify the stream. The planner and biologist refused to visit the site. (There was probably no water from the MS-4 street pipe at that dry time).

The planner issued a DNS. After that the planner and biologist visited the site with my Vice President and me. The tributary ran through a deep ravine on the neighboring property. The tributary was full of water and the ravine had water seeping from the banks. It was obvious that this stream was running through a wetland. The planner said he couldn't confirm that it was really a stream. He said he thought the water only came through the MS-4 pipe, even though we could see water seeping from both sides of the stream banks, as well as running from the planned development property! The planner said he wouldn't change his determination at this time.

While on site, the County biologist told me the story of how they decided whether the tributary was a stream. He said that he and a biologist from Fish and Wildlife were on the neighboring site that was to be developed. This site was the headwaters of the stream. He and the biologist couldn't decide whether or not it was a stream, or who should make the final call. They went back and forth, "You call it", and "no you call it." The biologist told me that the Fish and Wildlife employee said, "OK it's not a stream." There was no investigation, no research, just a couple of guys kind of tossing a coin. (I asked the biologist what his discipline of biology was. He told me it was forestry and that he didn't know much about wetlands, yet he was the one who was supposed to make this life changing decision.) We and our biologist were certain that the tributary was a stream.

At some point, the developer's engineer contacted me and asked to meet and work out a new plan removing two lots and taking the planned vault out of the tributary, supposedly saving the tributary. We agreed, as we didn't think we could afford to take this through the court process, knowing that our chances of winning at the County level were slim.

Later on, after the development was approved, the Hilltop-Locust Community Group hired a fish biologist from Trout Unlimited to see if she could find fish in the tributary. Both days she was there were overcast. It was hard to see into the stream. She found fish at the mouth of the stream where it entered Swamp Creek. She typed that part of the tributary a type "F", fish stream. Our biologist, the renowned, Jim Matilla told me that fish anywhere in that stream use the whole stream as habitat, even the smaller part of the tributary that is on the site to be developed.

I took the documents from the fish biologist to Snohomish County to talk with someone about what had happened at this development site. While I was there, the person I was talking with was looking at their computer. I was a little annoyed, because I was talking. I asked what he/she was doing and was told that he/she was looking up the developed property on a County site. I was told that the neighboring property that had the stream had been evaluated 15 years ago by a County Biologist as a Category I wetland. If we had been able to find that information, the development that was built in the headwaters of that stream wouldn't have happened. So, you see, it is not necessarily easy to get all the information from the County. (Did the planner know about this, or just not bother to look up the information that was readily available to him)?

And to add to the insult, at the present time, Snohomish County is planning to build a roundabout at a nearby intersection. I talked with someone from Public Works who told me that the same MS-4 pipe that we weren't able to find any information about was put in by the County to drain a local park during heavy rains. Previously Public Works had denied knowing anything about that same MS-4 pipe.

So, there you go. Finding information about County property and developments is extremely difficult. Our Community Group spent \$32,000.00 trying to save this tributary. If we could have found the information that the County seemed to be withholding, we would not have had to spend all that money and two years of our lifetimes with the stress. The stream would be much safer with the proper wetland buffers from the 2.4-acre wetland to its southern border. In fact, most of the developed site was wetland buffer and wetland! So, we lost our money, impaired our health, and lost the stream.

And just a note. The developer did not comply with our Settlement Agreement. And the Snohomish County inspector signed off on buffer work that had not been done.

There you have it. One example of how Snohomish County thwarts the efforts of honest common citizens from being effective in the Public Review process as well as saving valuable trees, streams, and wetlands that the County professes to care about.

This is not an uncommon story. In the 25 years since I have been reviewing development applications and trying to become part of the process and make changes that protect citizens and the environment, this kind of county interference happens all the time, not only to me, but to others who have told me about their thwarted efforts.

The difficulties in accessing County information have gotten much worse from when I first started reviewing development applications in 1997.

I request the Snohomish County Council to provide the relief requested in the Appeal.

Dated this 12<sup>th</sup> day of September, 2022.

/s/

---

Mickie Gunderson  
1126 Lawton Road  
Lynnwood, WA 98036-7122  
(425-218-9847)  
[Hilltop.locust@frontier.com](mailto:Hilltop.locust@frontier.com)  
[Michelleg18@frontier.com](mailto:Michelleg18@frontier.com)

**From:** Contact Council  
**Sent:** Monday, September 12, 2022 2:28 PM  
**To:** Campfield, Lisa  
**Subject:** FW: Snohomish County Coun

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** janetleemiller <janetleemiller@aol.com>  
**Sent:** Monday, September 12, 2022 2:04 PM  
**To:** Contact Council <Contact.Council@co.snohomish.wa.us>  
**Cc:** janetleemiller@aol.com  
**Subject:** FW: Snohomish County Coun

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

----- Original message -----

From: "jANET MILLER (via Google Docs)" <[trustyjanet55@gmail.com](mailto:trustyjanet55@gmail.com)>  
Date: 9/12/22 12:14 PM (GMT-08:00)  
To: [janetleemiller@aol.com](mailto:janetleemiller@aol.com)  
Cc: [austinlmiller@comcast.net](mailto:austinlmiller@comcast.net)  
Subject: Snohomish County Coun

## jANET MILLER attached a document



jANET MILLER ([trustyjanet55@gmail.com](mailto:trustyjanet55@gmail.com)) has attached the following document:

---

 Snohomish County Coun

*Snapshot of the item below:*  
Snohomish County Council

September 12th 202

3000 Rockefeller  
Everett, Washington 98201  
Re: all council members.  
RE: Cathcart Crossing  
Project No. 21-1-7654 SPA/BSP  
Janet Miller Partly of Record.  
7904 - 152nd St. SE  
Clearview, WA 98296  
(425)232-7169

Arguments and proof the county has failed the citizens of Clearview,

#1. NOWHERE !!! On the request to become party of record from the neighbors directly affected by this development do you find the words ( PETITION ). Fabricated LIES from the lead planner Stacey Abbott. This planner needs reprimanded or FIRED. She has continually lied to me when I would call on said project. 3 years ago this planner told her Clearview Hairstylist CATHCART CROSSING is a DONE DEAL. How despicable is she, absolutely disgusting to disallow public participation and lie to the public about its developments.

#2. Further, The county is failing my community. Failing us all by allowing this planning dept. To further promote URBANIZATION of a RURAL community. Nothing but NEGATIVE impacts will come from the County's proliferation of INCONSIDERATION of what the PEOPLE want NOT what your developer buddies want ! PAVED PARADISE and put up a PARKING LOT!

Sustainability is the KEY word of the day. YOU are DESTROYERS of the natural ENVIRONMENT of Snohomish County, Nothing to be proud about .

#3. FILING ??? It becomes very difficult to timely file when the county sent me notices ONLY recently, giving me 4 - 5 days ONLY to respond. UNCONSTITUTIONAL. UNFAIR. The county needs to become trustworthy. Believe that this will be taken to KING COUNTY Growth Management and King County Superior Court. Your Constituents will be told how you VOTE ! Further dealings will prove how SHADY this planning dept, is. (My opinion).

#4. ROAD IMPACTS have never been addressed to our community the influx of URBANIZATION the real problem of this project using 152nd as a outlet for this development.

WHAT ? do you think. The BIGGEST problem in Snohomish County is the failure to build the roads before you continue to build homes, You make it more UNLIVABLE the more you allow for uncontrolled GROWTH,

#5. Crime & Violence coming soon to a QUIET RURAL community. Just with the opening of 83rd Ave SE. Neighbors reported break ins, theft and a criminal enterprise stopped only after one of the perpetrators tried to open my Husbands Truck door on 83rd. You OFFER this community nothing but SORROW. This ENTIRE project was slated for the Land Fill property. You know the 600 + acres on the other side of Cathcart Way.

15

The FACT that the county would not allow churches fo be built on this critical corner of Cathcart and Highway 9. Will make a really juicy story for the press. REALITY

\*\*\*\* Put this project on the Landfill property where it belongs. It is services for a URBAN neighborhoods not a RURAL community.

Seeking RELIEF: REMAND project back to county PDS. Improper procedures violating the GMA laws pertaining to Clearview RCW 36.70A most critically RCW36.70A 03/15.

This project has been RUSHED, HUSHED and PUSHED through. On July 18th the day we asked the Hearing Examiner to Reconsider. On the same DAY! Pacific Ridge Homes was on this property with NO PERMITS already GRADING the lands. The fact they have another 1000 home development on Cathcart landfill property within the Clearview boundaries, should be ENOUGH for now. REMAND TO PDS.

Sincerely, Janet L. Miller

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA  
You have received this email because [trustyjanet55@gmail.com](mailto:trustyjanet55@gmail.com) shared a document with you from Google Docs.



**From:** Linda Gray <lgn899a@gmail.com>  
**Sent:** Monday, September 12, 2022 3:08 PM  
**To:** Contact Council; Campfield, Lisa  
**Subject:** Argument in Support of 8/22/22 Appeal to Council of H.E. Decision: Cathcart 21-107654 SPA/BSP

**Attachments:** Exhibit 2 -102919 Pacific Ridge LOI Cathcart South.pdf; Exhibit 1-Motion 18-054.pdf; Exhibit 3 Cathcart South donation agmt pdf (1).pdf; Exhibit 5 Park and Ride Agreement fully executed.pdf; Exhibit 7 impt projects be in synch.msg; Exhibit 4 email - donation agreement exchange.msg; Exhibit 8 LOS for AU 367.msg; Exhibit 9 Motion 22-365.pdf; Exhibit 6 Assessor's website showing transfer.pdf; Exhibit 10 SAbbott to DWetzel P&R Hearing sched Oct 20.pdf; LGray Sept 12 2022 Argument in support of Appeal to Council of H.E. Decision- Cathcart 21-107654 SPA\_BSP.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Dear Snohomish County Council Members - As a party of record, attached please find my argument in support of the 8/22/22 Appeal to the Council of H.E. Decision: Cathcart 21-107654 SPA/BSP. Please respond with an email confirming your receipt of the attached. Thank you in advance for your attention to this matter.

Sincerely, Linda Gray  
22629-78th Ave SE  
Woodinville, WA 98072



## Letter of Intent to Purchase Real Estate

October 29, 2019

**Attn:** Snohomish County Property Management

This Letter of Intent (LOI) expresses Pacific Ridge – DRH, LLC (Buyer), interest in buying the property known as Cathcart South from Snohomish County Property Management (Seller):

**Property:** Tax Parcel Number – 28053600301100

**Purchase Price:** \$10,000,000.00 – Paid in cash at Closing

**Earnest Money:** Buyer shall deposit \$300,000.00 with Escrow within 5 business days after Buyer delivers a Notice of Suitability. All Earnest Money shall be applied to the Purchase Price at Closing. Earnest Money shall then be non-refundable except in the case of Seller's default or failure of a Closing Condition.

**Feasibility Period:** 90 days from Mutual Acceptance of a Purchase & Sale Agreement.

**Closing:** Shall occur within Eighteen (18) months following Buyer's delivery of a Notice of Suitability or 30 days following entitlements approval of the proposed development, whichever occurs earlier.

**Representation:** Seller is represented by Tom Wilson of Cushman Wakefield, Buyer is represented by Mark Bertoldi of VMA Properties. Seller shall compensate Tom Wilson per the Listing agreement, Seller shall compensate VMA Properties, LLC (attn: Mark Bertoldi) 1.25% commission at Closing.

**Closing Costs:** All Closing Costs shall be paid by Buyer and Seller in accordance with the County where the properties are located. Buyer and Seller shall bear its own attorney expenses.

**Confidentiality:** The terms of this Letter of Intent are confidential between all interested parties.

**Park N Ride Property Construction:** Pacific Ridge – DRH, LLC agrees to install infrastructure improvements for future Park N Ride parcel #00403800015600. Final improvements and costs to be determined during feasibility.

**Contract:** Buyer and Seller will execute a binding Purchase & Sale Agreement within Twenty (20) business days from acceptance of the LOI.

**Intended Use:** Buyer is a residential home builder and plans on developing the site into a primary use of townhomes, with the possibility of some apartments as well. Additionally, the Buyer will incorporate some commercial components into the site plan and development.

**Title & Escrow:** Chicago Title & Escrow – 3002 Colby Ave, Everett, WA. Attn: Katie Brazel,

**AMERICA'S #1 HOME BUILDER SINCE 2002**



Pg 2.  
Snohomish County

NO BINDING AGREEMENT OR RIGHTS OR OBLIGATIONS SHALL ARISE AS A RESULT OF EXECUTING THIS LETTER OF INTENT OR WITH RESPECT TO THE PROPOSED TRANSACTIONS; UNTIL AND UNLESS BUYER AND SELLER EXECUTE A BINDING PURCHASE AND SALE AGREEMENT INCORPORATING THE ABOVE PROVISIONS AND OTHER APPROPRIATE TERMS.

This Letter of Intent shall expire on November 4<sup>th</sup>, 2019.

Sincerely,

John Bischoff  
Land Acquisition Manager  
Pacific Ridge – DRH, LLC  
17921 Bothell Everett Hwy #100  
Bothell, WA 98012

Accepted By:

Seller: \_\_\_\_\_  
Snohomish County Property Management

**AMERICA'S #1 HOME BUILDER SINCE 2002**

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 18-054

AUTHORIZING THE SURPLUS AND DISPOSITION OF COUNTY OWNED PROPERTY UNDER THE CUSTODIANSHIP OF THE DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION A PORTION OF CATHCART SOUTH PROPERTY - TAX PARCEL 28053600301100 AND TO APPROVE AN EXCLUSIVE LISTING AGREEMENT WITH CUSHMAN & WAKEFIELD U.S. INC.

WHEREAS, the Department of Public Works, Solid Waste Division (PW) has approximately 31 acres of undeveloped land known as a portion of the Cathcart South property that is surplus to its needs and identified by tax parcel 28053600301100 (Property); and

WHEREAS, the Property is located at the southwest corner of SR 9 and Cathcart Way, south of the city limits of Snohomish and in unincorporated Snohomish County, with a Planned Community Business zoning; and

WHEREAS, PW and the Property Management Division of Facilities Management recommend the Property be sold or leased; and

WHEREAS, PW selected Commerce Real Estate Solutions, LLC to assist the County with development and marketing opportunities of the Cathcart South property through RFP-23-16DW and a Professional Services Agreement was negotiated and approved April 26, 2017 by Council Motion No. 17-128; and

WHEREAS, as a result of an acquisition, Commerce Real Estate Solutions, LLC has assigned its interest in the agreement to Cushman & Wakefield U.S. Inc.; and

WHEREAS, PW has now negotiated a Listing Agreement with Cushman & Wakefield U.S. Inc. to sell or lease the Property; and

WHEREAS, Council's approval of this Listing Agreement will allow Cushman & Wakefield U.S. Inc. to begin the process of selling or leasing the Property on behalf of the County;

NOW, THEREFORE, ON MOTION:

Section 1. The County Council approves of the surplus and disposition of the County owned property identified by tax parcel 28053600301100.

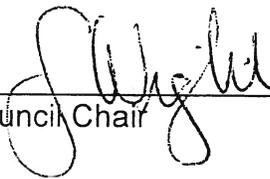
Section 2. The County Council approves of the Listing Agreement with Cushman & Wakefield U.S. Inc. to sell or lease the Property on behalf of Snohomish County and authorizes the Property Officer of the Department of Facilities Management to execute

on behalf of the County the Listing Agreement and further authorizes the Property Officer to approve amendments to the same and any other documents to carry out the terms and conditions set forth in the Listing Agreement.

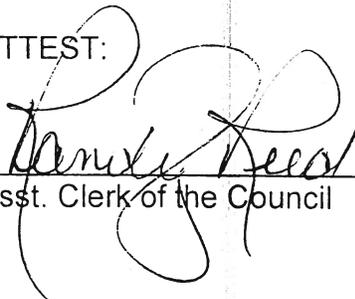
Section 3. The County Council authorizes the Property Officer of the Department of Facilities Management to execute and take action on behalf of the County all documents necessary to facilitate and effectuate the surplus and disposition of the Property through sale or lease.

PASSED this 25<sup>th</sup> day of April, 2018.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

D-7



## DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between Pacific Ridge – DRH, LLC, a Delaware limited liability company ("Donor"), and Snohomish County, a political subdivision of the State of Washington ("Donee" or "County").

WHEREAS, Donor wishes to contribute a monetary donation to the County for the purposes of affordable housing programs; and

WHEREAS, the County is willing to accept from the Donor and allocate the monetary donation from the Donor for affordable housing programs into a Housing Trust Fund ("Housing Trust Fund") established under chapter 4.68 Snohomish County Code; and

WHEREAS, the Donor and County agree to the following terms and condition of this Agreement:

**1. Donation.** Donor agrees to donate the amount of Four Hundred Thousand and No/100 Dollars (\$400,000) ("Donated Funds") to the County. Payment of the donation amount shall be made payable to Snohomish County.

**2. Donee's Obligation of Donation Funds.** The County shall deposit the Donated Funds into the County Housing Trust Fund, to be spent as provided in chapter 4.68 SCC.

**3. Donor's Covenants.** Donor covenants to the County as follows:

**3.1 Delivery of Donated Funds.** Donor shall deliver the Donated Funds to the County by no later than August 31, 2022, unless the County agrees to amend this to a later deadline date. The County also reserves the right to terminate this donation agreement.

**3.2 Donor Tax Benefits.** If the Donor elects to claim tax benefits associated with this Agreement, the County agrees, upon request, to provide Donor with written verification of the County's receipt of the Donated Funds. The County makes no representations, warranties or guarantees relating to the tax implications of this Agreement.

**4. The County's Authority.** The County's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish County Council and the execution of this Agreement by the Snohomish

Property Officer of the Department of Facilities and Fleet. The County represents and warrants to Donor that, at the date the County executes this Agreement and at the date of closing, the County, and any person signing on behalf of the County, has full power and authority to execute this Agreement and to perform the County's obligations hereunder.

**5. The County's Contingency for Legislative Appropriation.** As required by the Snohomish County Charter and other applicable law, all of the County's obligations under this Agreement after the calendar year in which this Agreement is executed by the County are contingent upon local legislative appropriation of the necessary funds for this specific purpose. This condition is automatically waived if exercised.

**6. Default and Remedies.** If either party fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have five (5) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement. Upon Default, the County shall have the right to exercise any or all rights and remedies available to it in law or equity.

**7. 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 address as the parties may from time to time direct in writing.

If to Donor: Pacific Ridge – DRH, LLC  
17921 Bothell Everett Hwy., Suite 100  
Bothell, WA 98012  
Attention: Justin Goff, Division President

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

If to Donee: Snohomish County  
Property Management Division  
Attention: Property Officer  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201  
E-mail: [Steven.Tease@snoco.org](mailto:Steven.Tease@snoco.org)  
Phone: 425-388-3400

**8. General.** This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the County and Donor with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the County and Donor. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a Default will not constitute a waiver of such right or remedy in the event of any subsequent Default. This Agreement is for the benefit of, and binding upon, the County and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

**9. Time of the Essence; Computation.** Time is of the essence of each and every provision of 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 which is not a Saturday, Sunday or a legal holiday.

**10. Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

[ The remainder of this page left intentionally blank. ]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**DONOR:**

Pacific Ridge – DRH, LLC

\_\_\_\_\_  
By: Justin Goff, Division President

Date: \_\_\_\_\_

**DONEE:**

Snohomish County, a political subdivision  
of the State of Washington

\_\_\_\_\_  
By: Steven Tease, Property Officer

Date: \_\_\_\_\_

Approved as to Form:



02-14-2022

\_\_\_\_\_  
Deputy Prosecuting Attorney

## **PARK AND RIDE AGREEMENT**

This PARK AND RIDE AGREEMENT ("Agreement") is entered into this 15 day of July, 2022, between Snohomish County, a political subdivision of the State of Washington ("County"), Snohomish County Public Transportation Benefit Area, a municipal corporation of the State of Washington ("Community Transit"), and Pacific Ridge-DRH, LLC, a Delaware limited liability company ("Pacific Ridge"), collectively referred to herein as the "Parties" and individually as a "Party."

### **RECITALS**

A. Snohomish County and Pacific Ridge previously entered into a Real Estate Purchase and Sale Agreement dated April 15, 2020, with First, Second, Third, Fourth, and Fifth Amendments thereto (the "Purchase and Sale Agreement"), wherein County agreed to sell to Pacific Ridge and Pacific Ridge agreed to purchase from County approximately 31 acres of land located at the southwest corner of the intersection of Cathcart Way and State Route 9 in unincorporated Snohomish County, identified as Snohomish County Assessor's Tax Parcel No. 280536001100 (the "Property").

B. As part of the Purchase and Sale Agreement, Pacific Ridge has agreed to construct a Park and Ride Facility, including related stormwater facilities ("Park & Ride") on County-owned adjoining property with Tax Parcel Nos. 004038-000-156-00, 004038-000-141-02 and 004038-000-141-01 (the "County Property"), in consideration for a reduced purchase price as provided for in the Purchase and Sale Agreement.

C. Pacific Ridge has submitted civil construction plans (the "Construction Plans") to Snohomish County Planning and Development Services ("PDS"), seeking approval of a Conditional Use Permit (application 21-113268CUP) and a Land Disturbing Activity permit (application 21-113267LDA). The Construction Plans are attached hereto and incorporated herein as Exhibit A. Prior to submitting the Construction Plans to PDS, the County's Public Works Department and Community Transit reviewed and approved the Construction Plans for purposes of the Purchase and Sale Agreement.

D. Based on the Construction Plans and pursuant to the Purchase and Sale Agreement, the Parties now seek to memorialize in this Agreement the terms and conditions for the construction of the Park and Ride.

E. Nothing in this Agreement shall be used to alter, amend or otherwise change the terms of the Purchase and Sale Agreement.

The parties therefore agree as follows:

**AGREEMENT**

**1. PROJECT DESIGN AND CONSTRUCTION**

1.1 Construction of Park & Ride. In exchange for a reduction in the sale price in the Purchase and Sale Agreement, Pacific Ridge will construct, at its sole expense, the Park & Ride on the County Property, including but not limited to, clearing, grading, installation of utilities, storage of construction materials and equipment, installation of landscaping, mitigating for critical area and/or associated buffer as contained in the LDA permit application No. 21-113267LDA and as amended and as permitted by applicable government authorities, and installation of infrastructure, meaning Pacific Ridge’s own construction materials and the materials needed by Community Transit for its bolt-in and above-ground improvements, necessary for constructing the Park & Ride and expanding the Park & Ride to within approximately 100 feet of the southern boundary line of the County Property. The Park & Ride will be constructed consistent with the Construction Plans and the ~~specifications described in Exhibit A.~~ The Park & Ride shall be constructed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region for the design and construction of transit infrastructure. Any materials or equipment used by Pacific Ridge, its agents and contractors, in connection with the construction of the Park & Ride shall be of good quality. Pacific Ridge represents that it is fully qualified to construct the Park & Ride, and the Park & Ride will be constructed in a competent and professional manner. When Pacific Ridge has completed any discrete portion of construction, Pacific Ridge shall verify that the work is free from errors and defects and otherwise conforms to the requirements of the Construction Plans and this Agreement. Pacific Ridge shall receive no additional discount under the Purchase and Sale Agreement for time spent correcting errors.

found in Exhibit A and the specifications described in Exhibit B.  
ST.

2/13  
1/12/22

1.2 Permitting. Consistent with Recital C above, Pacific Ridge, at its sole expense, has submitted for and will obtain the necessary permits and approvals for construction of the Park & Ride based on Pacific Ridge’s internal construction schedule. To the extent any other signatures or approvals are necessary from either the County or Community Transit to effectuate any application or permitting materials, the Parties agree to cooperate reasonably and not unreasonably withhold any necessary signatures, approvals or authorizations. In all events, Pacific Ridge shall obtain all permits and approvals, and construct the Park and Ride, prior to obtaining final occupancy permits for Phase 3 as set forth in the “Schedule 2 to Exhibit C Phasing Plan” map contained within the Fifth Amendment to the Purchase and Sale Agreement.

1.3 Temporary Construction Easement. The County shall provide a temporary construction easement, in a form to be mutually agreed upon by the Parties at a later date, to Pacific Ridge to construct the Park & Ride including associated stormwater facilities. The temporary construction easement shall permit construction of the Park & Ride as well as road improvements adjoining the existing 148<sup>th</sup> ST. SE (unopened ROW) to complete the ultimate road section to the satisfaction of Snohomish County in accordance with the proposed development and

Park & Ride plans submitted by Pacific Ridge. Pacific Ridge shall provide the legal description and easement diagram and shall further pay any recording fees necessary to finalize and record the temporary construction easement.

1.4 Operations and Maintenance Agreement. Community Transit and the County shall negotiate and enter into an Operations and Maintenance Agreement for the Park & Ride at a later date but prior to completion of the Park & Ride. At this time this is anticipated to be approximately March 2025.

1.5 Warranty. Pacific Ridge, on behalf of itself, its agents and contractors, warrants and guarantees for a period of one (1) year, as measured from the date of project completion as defined in Section 3.1 below, to County that all work on the Park & Ride will be in accordance with the Construction Plans and will not be defective. All warranties and guarantees from any materials or products used by Pacific Ridge, its agents and contractors, in construction of the Park & Ride shall run to the benefit of the County. At conclusion of the warranty period, Pacific Ridge shall at its cost promptly make all repairs arising out of defective materials, workmanship or equipment, upon the receipt of notice in writing from the County or Community Transit. During the warranty period, the County, within 30 days of discovery of any defect, shall notify Pacific Ridge of said defect. If Pacific Ridge fails to make or undertake the repairs with due diligence, as defined by the County or Community Transit, the County or Community Transit may make such repairs, and the expenses in connection therewith shall be charged to Pacific Ridge.

1.6 Covenant to Cooperate. During the term of this Agreement, should it become necessary or convenient for Pacific Ridge to enter in, on, over, under or above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, Pacific Ridge shall notify the County, and the County shall cooperate in Pacific Ridge's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

## **2. OTHER TERMS**

2.1 Conflicting Terms. Nothing in this Agreement shall be used to alter, amend or otherwise change the terms of the Purchase and Sale Agreement. In the event any term or agreement herein conflicts with the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall prevail.

2.2 Independent Contractor. Pacific Ridge agrees that Pacific Ridge will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County or Community Transit. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that Pacific Ridge is not entitled to any benefits or rights enjoyed by employees of the County or Community Transit. Pacific Ridge specifically has the right to direct and control Pacific Ridge's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance.

Pacific Ridge shall furnish, employ and have exclusive control of all persons to be engaged in performing Pacific Ridge's obligations under this Agreement (the "Pacific Ridge personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Pacific Ridge personnel shall for all purposes be solely the employees or agents of Pacific Ridge and shall not be deemed to be employees or agents of the County or Community Transit for any purposes whatsoever. With respect to Pacific Ridge personnel, Pacific Ridge shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Pacific Ridge personnel when required by law.

Because it is an independent contractor, Pacific Ridge shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). Pacific Ridge agrees to indemnify, defend and hold the County and Community Transit harmless from any and all claims, valid or otherwise, made to the County or Community Transit because of these obligations.

Pacific Ridge assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Pacific Ridge and as to all duties, activities and requirements by Pacific Ridge in performance of the work under this Agreement. Pacific Ridge shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

2.3 Assignment. Pacific Ridge shall not assign or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County and Community Transit, such consent not to be unreasonably withheld.

2.4 Adequate Records. Pacific Ridge shall maintain adequate records to the purchase price reduction to the Purchase and Sale Agreement. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by Pacific Ridge. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of Pacific Ridge which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws.

2.5 County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against

Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

Pacific Ridge shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by Pacific Ridge of Pacific Ridge's compliance with the requirements of Chapter 2.460 SCC. If Pacific Ridge is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect Pacific Ridge's obligations under other federal, state, or local laws against discrimination.

2.6 Federal Non-discrimination. The County assures that no persons shall on the grounds of race, color, and national origin as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any operation of Snohomish County Public Works. The County further assures that every effort will be made to ensure nondiscrimination in all of its operations, whether those programs and activities are federally funded or not. During the performance of this Agreement, the Parties agree to comply with all of the terms required by Appendices A, D and E, attached hereto and incorporated by this reference at Exhibit C.

2.7 Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County and Community Transit for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of Pacific Ridge are needed for the County or Community Transit to respond to a request under the Act, as determined by the County or Community Transit, Pacific Ridge agrees to make them promptly available to the County or Community Transit, as the case may be. If Pacific Ridge considers any portion of any record provided to the County or Community Transit under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, Pacific Ridge shall clearly identify any specific information that it claims to be confidential or proprietary. If the County or Community Transit receives a request under the Act to inspect or copy the information so identified by Pacific Ridge and the County or Community Transit, as the case may be, determines that release of the information is required by the Act or otherwise appropriate, the County's and/or Community Transit's sole obligations shall be to notify Pacific Ridge (a) of the request and (b) of the date that such information will be released to the requester unless Pacific Ridge obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If Pacific Ridge fails to timely obtain a court order enjoining disclosure, the County or Community Transit will release the requested information on the date specified.

The County and Community Transit have, and by this section assume, no obligation on behalf of Pacific Ridge to claim any exemption from disclosure under the Act. Neither the County nor Community Transit shall not be liable to Pacific Ridge for releasing records not clearly identified by Pacific Ridge as confidential or proprietary. Neither the County nor Community Transit shall not be liable to Pacific Ridge for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

2.8 Prevailing Wage. Pacific Ridge and any subcontractors engaged in performing work under this Agreement shall pay all workers, laborers, or mechanics an amount not less than the prevailing rate of wages established for each trade or occupation as established by the Washington Department of Labor and Industries. It is Pacific Ridge's responsibility to ensure compliance with all requirements of chapter 39.12 RCW and to determine the appropriate classifications and verify the applicable prevailing wage rates. A worker, laborer, or mechanic whose type of work is not covered by any of the prevailing wage classifications and rates established by the Department of Labor and Industries shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed, or as determined by the Industrial Statistician of the Washington Department of Labor and Industries. Neither the County nor Community Transit guarantee that labor can be procured for the minimum wages provided for in the applicable prevailing wages.

Before commencing work on the Park & Ride, Pacific Ridge and all subcontractors shall file with the County a "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries certifying the rate of hourly wage to be paid each classification of worker, laborer, or mechanic to be employed by Pacific Ridge and any subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate. Following final acceptance of the Park & Ride, the County must receive from Pacific Ridge and each subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. Pacific Ridge and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries.

Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.

2.9 Payment and Performance Bond; Retainage Bond. Prior to breaking ground on the Park and Ride, Pacific Ridge shall provide the County with (1) a payment and performance bond consistent with the requirements of RCW 39.08.010, and (2) a retainage bond consistent with the requirements of RCW 60.28.011. Both the payment and performance bond and the surety bond must be in a form and with a surety acceptable to the County. The bonding company (surety) must be registered with the Washington State Insurance Commissioner, appear on the current Authorized List in the State of Washington published by the Office of the Insurance

Commissioner, have a current rating of at least A-VII in A.M. Best's Key Rating Guide, and be included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570). The premium cost for the bonds provided under this Agreement shall be the sole responsibility of Pacific Ridge.

### **3. TERM AND TERMINATION**

3.1 Term. This Agreement shall take full force and effect upon execution and shall remain in effect until the Park & Ride and associated stormwater facilities are completed or as otherwise provided for in the Purchase and Sale Agreement, PROVIDED, that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. The Park & Ride shall be completed prior to occupation of any residential structure within the third phase of the Project, as described in Section 1.2 above.

3.2 Termination for Breach. If Pacific Ridge breaches any of its obligations hereunder, and fails to cure the same within thirty (30) days of written notice to do so by the County, the County may terminate this Agreement. Termination by the County hereunder shall not affect the rights of any Party provided under any other section or paragraph herein, including the rights of the County under Section 2.9 above. The County's permitting obligations under this agreement extend only to the assistance Public Works is providing in applying for the permits and does not extend to any kind of guarantee that PDS will approve the permits as submitted. If the County breach any of their obligations hereunder, such as those described in Sections 1.2, 1.3, 1.4, and 1.6 above, and fail to cure the same within thirty (30) days of written notice to do so by Pacific Ridge, Pacific Ridge may seek any available legal remedies to ensure completion of the Park & Ride pursuant to the terms of this Agreement, including but not limited to declaratory judgment, injunctive relief, and specific performance or may terminate this Agreement. Termination does not waive, release or forego any legal remedy, including recovery for specific performance, for any violation, breach or non-performance of any of the provisions of this Agreement.

### **4. INSURANCE AND INDEMNIFICATION**

Pacific Ridge shall ensure that all contractors, subcontractors, and consultants, and all work performed under this Agreement is insured consistent with industry best practices. Pacific Ridge shall obtain indemnification, defense and hold harmless agreements from all contractors, subcontractors, and consultants as provided for under the laws of the State of Washington in a manner so as to indemnify, defend and hold harmless the County, Pacific Ridge, and Community Transit for all work performed to complete the Project.

### **5. NOTICE**

All communications regarding this Agreement shall be sent to the parties at the addresses specified in this Section 5. Any written notice shall become effective upon delivery, but in any event three (3) calendar days after the date of mailing by

registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this section.

To County: JaNae Nelson  
3000 Rockefeller Ave  
Everett, WA 98201  
Phone: (425) 388-3347

Pacific Ridge: Justin Goff  
Pacific Ridge-DRH, LLC  
17921 Bothell – Everett Highway, Ste 100  
Bellevue, WA 98012  
(425) 438-8715

Community Transit: Melissa Cauley  
Community Transit  
7100 Hardsen Road  
Everett, WA 98203  
(425) 348-7100

## **6. MISCELLANEOUS.**

6.1 Compliance with Laws. The parties shall comply with all federal, state and local laws, rules and regulations throughout every aspect in the performance of this Agreement.

6.2 Nonwaiver of Breach. The failure of a party to insist upon strict performance of any of the terms and rights contained herein, or to exercise any option herein conferred in one or more instances, shall not be constructed to be a waiver or relinquishment of those terms and rights and they shall remain in full force and effect

6.3 Governing Law. This Agreement shall be governed and construed 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.

6.4 Dispute Resolution. In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

6.5 Attorney's Fees. To the extent not inconsistent with RCW 39.04.240, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall be responsible for payment of its own legal costs and

attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit a party's right to indemnification under Section 4 of this Agreement.

6.6 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be valid or binding unless in writing and executed by both parties.

6.7 Severability. If any one or more sections, sub-sections, or sentences of this Agreement are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect.

6.8 Relationship. It is understood and agreed that no agency, employment, joint venture, co-employer or partnership is created by this Agreement. No party shall (i) have the power or authority to act for another in any manner to create obligations or debts which would be binding upon another, and; (ii) be responsible for any obligation or expense whatsoever of another.

6.9 Force Majeure. A party will not be in breach of this Agreement if unable to perform its respective obligations as a result of the occurrence of an event of "force majeure," which shall include, but not be limited to, acts of God, acts of the government of the United States or of any state or political subdivision thereof, strikes, civil riots or disturbances, fire, floods, explosions, earthquakes, wind, storms, hurricanes, lightning or other similar catastrophes or other causes beyond the parties' reasonable control. All work under this Agreement shall commence or recommence at a reasonably immediate time after any event of "force majeure."

6.10 Entire Agreement. The written provisions and terms of this Agreement, together with any attached Exhibits, supersede all prior verbal statements by any representative of the County, and those statements shall not be construed as forming a part of or altering in any manner this agreement. This Agreement and any attached Exhibits contain the entire Agreement between the parties. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

6.11 Binding Nature. The rights and responsibilities contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.

6.12 Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

6.13 Effective date. This Agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it will be deemed the date of this Agreement.

6.14 Corporate Approval of Buyer. Notwithstanding any other provision contained in this Agreement to the contrary, this Agreement shall not be a valid and enforceable obligation of Pacific Ridge 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 Pacific Ridge Homes, within 10 business days after the execution and delivery of this Agreement by and between Pacific Ridge and the County and Transit's representatives below.

*[The remainder of this page is left intentionally blank.]*

Each party is signing this Agreement on the date stated opposite that party's signature.

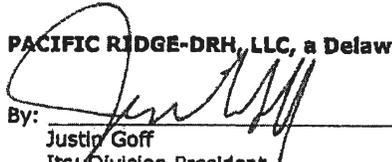
**SNOHOMISH COUNTY, a political subdivision of the State of Washington**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JaNae Nelson  
Its: Director of Facilities Management

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Snohomish County Deputy Prosecuting Attorney

**PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company**

By:  \_\_\_\_\_ Date: 7/15/2022  
Justin Goff  
Its: Division President

**CORPORATE APPROVAL:**

By:  \_\_\_\_\_ Date: 7/15/2022  
J. Matt Farris  
Its: West Region President  
As an Officer of Pacific Ridge and Not  
In His/Her Individual Capacity

6.14 Corporate Approval of Buyer. Notwithstanding any other provision contained in this Agreement to the contrary, this Agreement shall not be a valid and enforceable obligation of Pacific Ridge 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 Pacific Ridge Homes, within 10 business days after the execution and delivery of this Agreement by and between Pacific Ridge and the County and Transit's representatives below.

*[The remainder of this page is left intentionally blank.]*

Each party is signing this Agreement on the date stated opposite that party's signature.

**SNOHOMISH COUNTY, a political subdivision of the State of Washington**

By:  Date: 7-15-22  
~~JaNae Nelson~~ **STEVEN TEASE**  
Its: ~~Director of Facilities Management~~  
**PROPERTY OFFICER**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Snohomish County Deputy Prosecuting Attorney

**PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Justin Goff  
Its: Division President

CORPORATE APPROVAL:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_  
As an Officer of Pacific Ridge and Not  
in His/Her Individual Capacity

**SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a municipal corporation of the State of Washington,**

By: Roland Behee Date: 6/23/2022  
Roland Behee  
Its: Director of Planning and Development

APPROVED AS TO FORM:

By: Matthew R. Hendricks

**EXHIBIT A - CONSTRUCTION & PHASING PLAN**

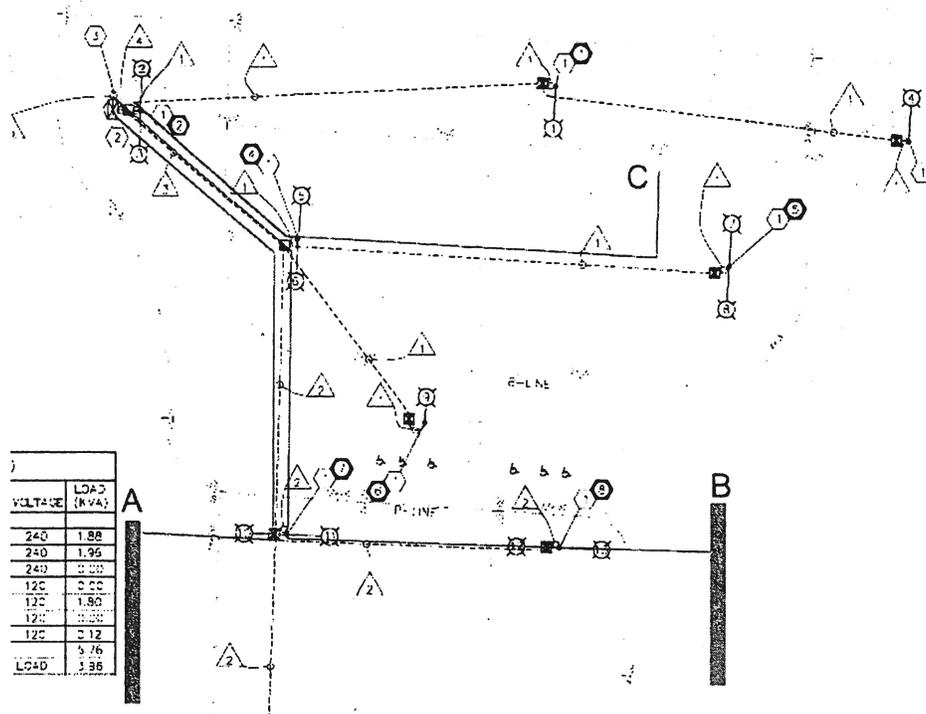
*[To be inserted.]*

## **EXHIBIT B - SCOPE OF WORK**

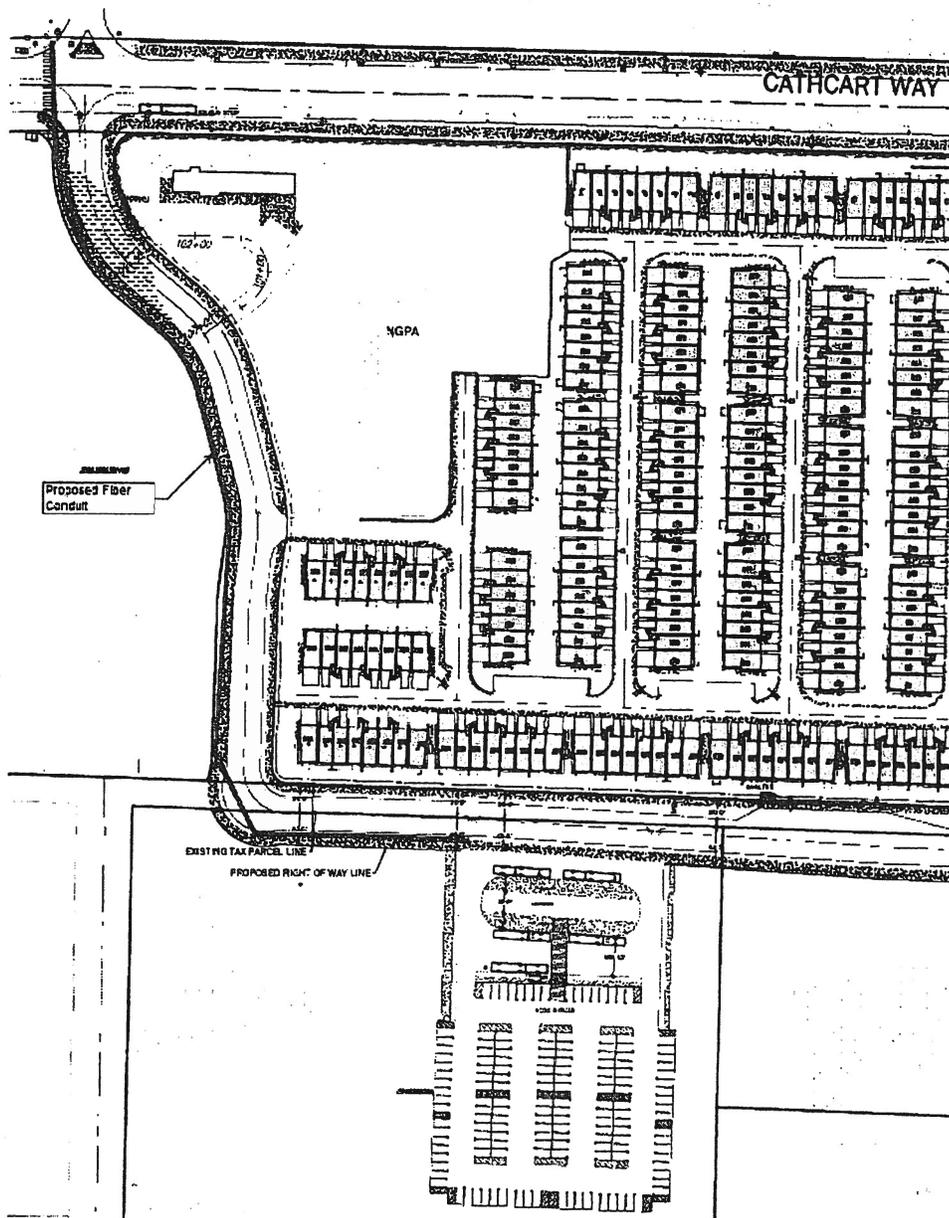
Pacific Ridge will construct the Park & Ride described in this Agreement consistent with the Construction Plans and including the following standards, features, and provisions:

1. Pacific Ridge shall coordinate the design of the Park & Ride with Community Transit and the County.
2. The Park & Ride will be designed and constructed in accordance with SCC Title 30 Unified Development Code, the Engineering Design & Development Standards (EDDS) and other applicable provisions of County Code.
3. In the design and construction of the Park & Ride, Pacific Ridge shall utilize Crime Prevention Through Environmental Design principles applicable to a transit park & ride facility.
4. The Park & Ride shall provide a minimum of 150 parking stalls.
5. The Park & Ride shall be engineered by a registered State of Washington Professional Engineer (PE) Civil for site specific transit uses
6. Parking stall and access aisle surfaces shall be even and smooth, with surface slopes not exceeding 2%.
7. The Park & Ride shall include suitable pavement markings and signage for safe and efficient use by all users of the facility, as determined by the County and Community Transit.
8. The Park & Ride shall include cement concrete vertical curb along the facility perimeter, landscape islands and a transit platform, consistent with the Construction Plans. In addition, the Park & Ride shall include a cement concrete rolled curb on the outside of the bus circulation route, so as to provide additional bus clearance.
9. The transit platform shall be raised six (6) inches above adjacent pavement for passenger safety.
10. Pacific Ridge shall design traffic flows circulating within the lot to minimize conflicting movements between modes (vehicular, pedestrian, bus, and bicycle).
11. Parking stalls shall be ADA-compliant and located close to transit platform.
12. Passenger circulation routes shall be ADA-compliant.
13. Parking stalls shall be aligned to facilitate convenient pedestrian movement toward the transit platform, as determined by the County and Community Transit.
14. Except where not feasible as determined by the County and Community Transit, internal circulation shall be two-way with 90-degree parking stalls.
15. Pacific Ridge will provide clear internal circulation signing for all modes (vehicular, pedestrian, bus, and bicycle).
16. Stormwater detention and water quality treatment facilities shall be constructed in accordance with County codes.
17. Pacific Ridge shall design and construct the Park & Ride to provide suitable space and locations, as determined by the County and Community Transit, for passenger transit shelters, transit schedule signage, bicycle racks and trash receptacles, provided, however, that Community Transit shall provide passenger shelters, transit schedule signage and bicycle racks.

18. The transit passenger platform shall be located at the north end of the facility to provide closer proximity to the Pacific Ridge-constructed bus pull-out on the north side of 148<sup>th</sup> Street SE.
19. Per County Code and EDDS, Pacific Ridge shall construct the Park & Ride to provide sufficient slope for surface drainage to avoid the ponding of water.
20. Pacific Ridge shall provide an appropriately sized concrete pad for Community Transit's portable restroom facility (porta potty).
21. Pacific Ridge shall provide landscaping in accordance with County code. Landscaping may not obscure visibility of passengers on the transit platform or interfere with transit bus movements at the transit loading platform.
22. Pacific Ridge shall design and construct the Park & Ride to avoid mixing of vehicular and bus traffic.
23. Pacific Ridge shall provide illumination for safety and security purposes. Illumination poles must be suitable for mounting of luminaires and security camera devices, provided, however, the County will provide any security camera devices.
24. Pacific Ridge will provide conduits, power and fiber for security cameras/devices and future EV charging stations as follows:
  - Security Cameras – 2" fiber (data) conduit and sufficient continuous power to every light pole within the Park & Ride.
  - EV Charging – 2" home run fiber (data) conduit and sufficient home run continuous power to the parking areas both on the east and west sides of the Park & Ride facility shown as A and B on the map below:



- Off-site 4" fiber conduit with three 1.25" fiber innerducts from the north side of Cathcart Way, south along 87<sup>th</sup> Ave SE and east along 148<sup>th</sup> ST SE behind the back of the sidewalk as shown in EDDS drawing 8-020 and the conceptual plan below.
- Place junction boxes at the beginning and end of fiber and power runs. Place metal location wire/tape along all fiber runs to allow for future location/detection.



**EXHIBIT C – TITLE VI ASSURANCES**  
**Appendices A, D and E from the Snohomish County Federally Funded**  
**Transportation Program Title VI Plan, last updated December 2021**

*[To be inserted.]*

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**From:** John Vincent Mirante <JVMirante@drhorton.com>  
**Sent:** Thursday, June 9, 2022 7:30 AM  
**To:** Barnett, Tom; Crossman, Kenneth  
**Cc:** Lindsey Solorio  
**Subject:** RE: Cathcart P&R

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

Tom, thanks for the update.

Ken, any way we can get some help in getting the Traffic Review completed for the CUP Site Plan? I would not think it would be a "complicated review."



**JOHN MIRANTE**  
Division VP of Land Development  
Pacific Ridge Homes | A D.R. Horton Company  
17921 Bothell-Everett Hwy., Suite 100, Bothell, WA 98012  
o: 425-939-1186 m: 206-619-4009  
  
America's #1 Home Builder Since 2002 | [pacificridgehomes.com](http://pacificridgehomes.com)

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**From:** Barnett, Tom <Tom.Barnett@co.snohomish.wa.us>  
**Sent:** Thursday, June 9, 2022 7:28 AM  
**To:** Lindsey Solorio <lbs@coredesigninc.com>; John Vincent Mirante <JVMirante@drhorton.com>  
**Subject:** RE: Cathcart P&R

[External]

Good morning,

The project is at the top of the critical areas reviewer's list so I expect that review will be completed soon. There traffic review will likely be several weeks out.

**Tom Barnett** | *Permitting Supervisor*  
[Snohomish County Planning and Development Services](http://Snohomish County Planning and Development Services)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-388-3311 x2997 | [tom.barnett@snoco.org](mailto:tom.barnett@snoco.org)

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)

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**From:** Lindsey Solorio <[lbs@coredesigninc.com](mailto:lbs@coredesigninc.com)>  
**Sent:** Wednesday, June 8, 2022 11:21 AM  
**To:** Barnett, Tom <[Tom.Barnett@co.snohomish.wa.us](mailto:Tom.Barnett@co.snohomish.wa.us)>; John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Subject:** RE: Cathcart P&R

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

Hi Tom,

Do you have any updates on the status of the other reviewers? We're currently 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.

Thank you,

**Lindsey B. Solorio, PLA, LEED AP**

Associate

Director of Planning and Landscape Architecture

Core Design Inc.

O 425.885.7877

M 425.283.9338

[www.coredesigninc.com](http://www.coredesigninc.com)

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**From:** Barnett, Tom <[Tom.Barnett@co.snohomish.wa.us](mailto:Tom.Barnett@co.snohomish.wa.us)>

**Sent:** Friday, June 3, 2022 7:37 AM

**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Cc:** Lindsey Solorio <[lbs@coredesigninc.com](mailto:lbs@coredesigninc.com)>

**Subject:** RE: Cathcart P&R

Hi John,

The Fire Marshal's review has been completed and the review memo is attached. I'm estimating that the critical areas review will be at the top of that queue in about 10 – 14 days +/-.

Unfortunately it appears that the traffic review is still a few weeks out – I will pass along your concern to Ken.

**Tom Barnett** | *Permitting Supervisor*

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-388-3311 x2997 | [tom.barnett@snoco.org](mailto:tom.barnett@snoco.org)

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---

**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Sent:** Thursday, June 2, 2022 4:49 PM

**To:** Barnett, Tom <[Tom.Barnett@co.snohomish.wa.us](mailto:Tom.Barnett@co.snohomish.wa.us)>

**Cc:** Lindsey Solorio <[lbs@coredesigninc.com](mailto:lbs@coredesigninc.com)>

**Subject:** RE: Cathcart P&R

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Good afternoon Tom. It has been three weeks and still no progress on this.

Anything you can do to help?



**JOHN MIRANTE**

**Division VP of Land Development**

**Pacific Ridge Homes | A D.R. Horton Company**

17921 Bothell-Everett Hwy., Suite 100, Bothell, WA 98012

**o:** 425-939-1186 **m:** 206-619-4009

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---

**From:** Barnett, Tom <[Tom.Barnett@co.snohomish.wa.us](mailto:Tom.Barnett@co.snohomish.wa.us)>

**Sent:** Tuesday, May 10, 2022 2:17 PM

**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Cc:** Lindsey Solorio <[lbs@coredesigninc.com](mailto:lbs@coredesigninc.com)>

**Subject:** RE: Cathcart P&R

[External]

Hi John,

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

If needed a "Review Completion Meeting" can be set up soon after the reviews are completed.

**Tom Barnett** | *Permitting Supervisor*

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-388-3311 x2997 | [tom.barnett@snoco.org](mailto:tom.barnett@snoco.org)

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---

**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Sent:** Tuesday, May 10, 2022 7:18 AM

**To:** Barnett, Tom <[Tom.Barnett@co.snohomish.wa.us](mailto:Tom.Barnett@co.snohomish.wa.us)>

**Cc:** Lindsey Solorio <[lbs@coredesigninc.com](mailto:lbs@coredesigninc.com)>

**Subject:** Cathcart P&R

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Good morning Tom. I am hoping that we can get a little help in getting the Cathcart P&R caught up with the Cathcart Crossing project which is going to hearing June 14<sup>th</sup>. I certainly and not expecting it to be directly in sync, as that would be un-reasonable on our end, but I am hoping we can get to Hearing in early / mid-July. I am not bugging Stacey on it right now as I know she is focusing on a few other items. Is there any way you can help usher it 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, emails or conditions so Stacey can get approval memos.

Independently we will initiate discussions with Bio, Public Works and Fire as well.

Also, maybe you have some good advice.

The tandem construction of these project with one another is crucial from a earthwork perspective, which is the second work item after clearing.

Thanks for your help on this and other projects. We look forward to hearing from you.



**JOHN MIRANTE**

**Division VP of Land Development**

**Pacific Ridge Homes | A D.R. Horton Company**

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**o:** 425-939-1186 **m:** 206-619-4009

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---

**From:** Abbott, Stacey  
**Sent:** Thursday, July 14, 2022 3:25 PM  
**To:** Dragoo, Paul  
**Cc:** Crossman, Kenneth  
**Subject:** FW: Cathcart Crossing Storm Facility Easement  
**Attachments:** Cathcart Crossing Stormwater Facility Easement Form CCC 6-21-2022.docx; Cathcart South PSA Excerpt Section 9.2 Seller's Cooperation.png

Hi Paul

I found this email that relates to our conversation. Ken may have already spoke with them.

Thanks

**Stacey Abbott** | Sr. Land Use Planner  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425.262.2637 | [Stacey.abbott@snoco.org](mailto:Stacey.abbott@snoco.org)

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---

**From:** Blair, Randy <Randy.Blair@co.snohomish.wa.us>  
**Sent:** Wednesday, July 6, 2022 12:35 PM  
**To:** John Vincent Mirante <JVMirante@drhorton.com>  
**Cc:** Abbott, Stacey <stacey.abbott@co.snohomish.wa.us>; Chesterfield, Brook <Brook.Chesterfield@co.snohomish.wa.us>; Irwin, David <David.Irwin@co.snohomish.wa.us>; Blair, Randy <Randy.Blair@co.snohomish.wa.us>; Crossman, Kenneth <Ken.Crossman@co.snohomish.wa.us>; Tease, Steven <Steven.Tease@co.snohomish.wa.us>  
**Subject:** Cathcart Crossing Storm Facility Easement

John, we are glad to assist with the signing process as we agreed to in the Cathcart South Purchase and Sale Agreement – excerpt of Seller's Cooperation attached.

The Property Officer Steven Tease will be the one that signs on behalf of the County. I recall Cherie Hutchins a couple years ago signed a JARPA application as the property owner on behalf of one of your project applications on this property,

Before this signing can occur we will need PDS and/or SWM review and approval of the proposed easement language.

Ken or David please advise if this easement language is OK and for the Property officer to sign. Public Works is not current on PDS procedures regarding the review/approval of stormwater facility easements associated with private development projects. I see Stacey is out till July 12<sup>th</sup>.

**Randy Blair**  
**Special Projects Manager**  
*Public Works – Directors Office*

*Snohomish County  
Department of Public Works  
3000 Rockefeller Ave. M/S 607  
Everett, WA. 98201*

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Sent:** Wednesday, July 6, 2022 11:27 AM  
**To:** Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>  
**Cc:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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

Good morning Brook. I am stuck in limbo. This needs to be signed by the property owner, in order to get the LDA approved.

We are not the property owner, the County is. I am requesting that you / the County sign it.



**JOHN MIRANTE**  
Division VP of Land Development  
**Pacific Ridge Homes | A D.R. Horton Company**  
17921 Bothell-Everett Hwy., Suite 100, Bothell, WA 98012  
o: 425-939-1186 m: 206-619-4009  
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---

**From:** Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>  
**Sent:** Wednesday, July 6, 2022 10:58 AM  
**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Cc:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

Hi John,

It appears this SFME is associated with the development portion of the project. I recommend coordinating with PDS on recording this maintenance easement as I'm not sure how PW would be involved with that element of the project.

I've cc'd David Irwin, as he may have more info to share on that process.

Thanks,

**Brook Chesterfield, P.E.** | *Special Projects Coordinator*  
[Snohomish County Public Works](http://SnohomishCountyPublicWorks.com) | Director's Office  
3000 Rockefeller Ave, M/S 607 | Everett, WA 98201  
C: 425-261-9849 | [Brook.Chesterfield@snoco.org](mailto:Brook.Chesterfield@snoco.org)

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Sent:** Tuesday, June 21, 2022 1:44 PM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Cc:** Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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Attached is a copy of the SFME I was discussing earlier.



**JOHN MIRANTE**  
Division VP of Land Development  
**Pacific Ridge Homes | A D.R. Horton Company**  
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o: 425-939-1186 m: 206-619-4009  
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---

**From:** John Vincent Mirante  
**Sent:** Tuesday, June 21, 2022 12:01 PM  
**To:** 'Blair, Randy' <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Cc:** Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>; Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

Well, sounds like progress. Sooner the better.

Would the County be able to Execute and record the Storm Drainage Facility Easement associated with the LDA approval?

Just trying to check off as many items as possible so we can get permits lined up.



**JOHN MIRANTE**  
Division VP of Land Development  
**Pacific Ridge Homes | A D.R. Horton Company**  
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o: 425-939-1186 m: 206-619-4009  
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**From:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Sent:** Tuesday, June 21, 2022 11:44 AM  
**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Cc:** Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>; Chesterfield, Brook

<[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>

**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

Park & Ride Agreement- Last Thursday I received the agreement signed by CT. However this did not include the two revisions we discussed with you two weeks ago, this was after I had sent the agreement to CT for their review. These edits relate to including in section 1.3 Temporary Construction Easement the inclusion 148<sup>th</sup> ST SE as well as the Park & Ride and Section 1.1 where we will add “and as amended” following the reference to the LDA permit application number.

As such I will submit for their approval the agreement with these edits. I will do this before the end of the week.

Regarding the Temporary Construction Easement, it is in the works. Our Right of Way team has ordered an updated title report with the intent to use that legal description and reference to the P&R construction plans. A draft has been put together on this basis. Will know more soon. Assuming this will work it appears it should be completed by mid- July.

**Randy Blair**  
**Special Projects Manager**  
*Public Works – Directors Office*

*Snohomish County*  
*Department of Public Works*  
*3000 Rockefeller Ave. M/S 607*  
*Everett, WA. 98201*  
[Randy.Blair@snoco.org](mailto:Randy.Blair@snoco.org)  
*425.388.6650*

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Sent:** Tuesday, June 21, 2022 11:21 AM

**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>

**Cc:** Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>; Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>

**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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Good morning Randy. Did you ever hear anything back from CT?

Also, any feedback on the easement “legal?”

Thanks



**JOHN MIRANTE**  
Division VP of Land Development

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o: 425-939-1186 m: 206-619-4009

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**From:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Sent:** Thursday, June 9, 2022 2:43 PM  
**To:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>; John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Cc:** Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

John, according to the agreement this is to be deferred to a later date, basically closer to the construction of the park & ride. Also PRH to provide the legal description and easement diagram.

Why would you want this prior to closing. To do the easement now will certainly delay closing.

**Randy Blair**  
**Special Projects Manager**  
*Public Works – Directors Office*

*Snohomish County  
Department of Public Works  
3000 Rockefeller Ave. M/S 607  
Everett, WA. 98201  
[Randy.Blair@snoco.org](mailto:Randy.Blair@snoco.org)  
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**From:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Sent:** Thursday, June 9, 2022 2:32 PM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Cc:** Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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Randy, can your group provide the temp construction easement for the P&R? Section 1.3 of the agreement. Would like to have that in place prior to closing.

---

**From:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Sent:** Monday, June 6, 2022 2:01 PM  
**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Cc:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>; Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

Our DPA has reviewed the Park & Ride Agreement and the copy your attorney sent to me last Friday incorporates our comments so no further DPA review as to form should be required.

The DPA has also reviewed and approved as to form the Park & Ride Agreement I sent to Community Transit this morning.

The PA has also reviewed and approved as to form the Donation Agreement.

**Randy Blair**  
**Special Projects Manager**  
*Public Works – Directors Office*

*Snohomish County*  
*Department of Public Works*  
*3000 Rockefeller Ave. M/S 607*  
*Everett, WA. 98201*  
[Randy.Blair@snoco.org](mailto:Randy.Blair@snoco.org)  
425.388.6650

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Sent:** Monday, June 6, 2022 1:12 PM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Cc:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>; Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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Randy, thanks for getting back to me.

Any way we can expediate the PA review? I would hate for there to be a another long round of back and forth that holds up closing.

As you know we are heading to hearing so we are excited to close. Thanks



**JOHN MIRANTE**  
Division VP of Land Development  
**Pacific Ridge Homes | A D.R. Horton Company**  
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**From:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Sent:** Monday, June 6, 2022 11:05 AM  
**To:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Cc:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; Tease, Steven <[Steven.Tease@co.snohomish.wa.us](mailto:Steven.Tease@co.snohomish.wa.us)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

On Friday I received the updated P&R from your attorney. Looks like it incorporated County Comments.

This morning I sent the document to Community Transit. I had sent a previous draft to them in January and believe have incorporated their comments. This latest draft does include additional language required by our DPA which they have not reviewed.

I asked for their review comments(if any) by no later than June 20<sup>th</sup>. If no changes should be a matter of all three parties signing the agreement.

Will also need the donation agreement executed – it is approved as to form.

This morning have asked Steven Tease in Property management for his timetable as he executes the transaction. Steven was hired last Fall after Cherie Hutchins retirement.

Will get back to you after I hear from Steven.

**Randy Blair**  
**Special Projects Manager**  
*Public Works – Directors Office*

*Snohomish County*  
*Department of Public Works*  
*3000 Rockefeller Ave. M/S 607*  
*Everett, WA. 98201*  
[Randy.Blair@snoco.org](mailto:Randy.Blair@snoco.org)  
*425.388.6650*

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Sent:** Monday, June 6, 2022 10:13 AM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Cc:** John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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Good morning Randy. Based on where we are at when can we plan on closing from you perspective?

Thanks



**JOHN MIRANTE**  
Division VP of Land Development

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o: 425-939-1186 m: 206-619-4009

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---

**From:** Mary Joy Dingler <[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)>  
**Sent:** Friday, June 3, 2022 9:54 AM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Duana Kolouskova <[kolouskova@jmmklaw.com](mailto:kolouskova@jmmklaw.com)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

Good morning,

The attached Word document reflects a redline change, removing the "subcontractor" language from Section 2.3 and replacing it with "Assignment." The attached PDF is a clean copy of the Agreement reflecting this change. If all there are no further changes, then we propose finalizing the Agreement with the remaining exhibits and proceeding to execution. Please let me know if you have any questions. Thank you.

Mary Joy Dingler  
Johns Monroe Mitsunaga Koloušková, PLLC  
11201 S.E. 8th Street, Suite 120  
Bellevue, WA 98004  
(425) 467-9970 (direct)  
(206) 659-1396 (cell)  
[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)  
[www.jmmklanduselaw.com](http://www.jmmklanduselaw.com)

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**From:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Sent:** Friday, May 27, 2022 2:13 PM  
**To:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>; Mary Joy Dingler <[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)>  
**Cc:** Duana Kolouskova <[kolouskova@jmmklaw.com](mailto:kolouskova@jmmklaw.com)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>  
**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

Thanks Randy, we will let you know if we have any further comments. Have a great weekend.



**JOHN MIRANTE**

Division VP of Land Development

Pacific Ridge Homes | A D.R. Horton Company

17921 Bothell-Everett Hwy., Suite 100, Bothell, WA 98012

o: 425-939-1186 m: 206-619-4009

America's #1 Home Builder Since 2002 | [pacificridgehomes.com](http://pacificridgehomes.com)

---

**From:** Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>

**Sent:** Friday, May 27, 2022 8:21 AM

**To:** Mary Joy Dinger <[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)>

**Cc:** Duana Kolouskova <[kolouskova@jmmklaw.com](mailto:kolouskova@jmmklaw.com)>; John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>

**Subject:** RE: Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

[External]

Attached are the edits to the Park & Ride Agreement.

**Randy Blair**

**Special Projects Manager**

*Public Works – Directors Office*

*Snohomish County  
Department of Public Works  
3000 Rockefeller Ave. M/S 607  
Everett, WA. 98201  
[Randy.Blair@snoco.org](mailto:Randy.Blair@snoco.org)  
425.388.6650*

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**From:** Mary Joy Dinger <[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)>

**Sent:** Wednesday, May 18, 2022 11:17 AM

**To:** Chesterfield, Brook <[Brook.Chesterfield@co.snohomish.wa.us](mailto:Brook.Chesterfield@co.snohomish.wa.us)>; Blair, Randy <[Randy.Blair@co.snohomish.wa.us](mailto:Randy.Blair@co.snohomish.wa.us)>

**Cc:** Duana Kolouskova <[kolouskova@jmmklaw.com](mailto:kolouskova@jmmklaw.com)>; John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; John F Bischoff <[JBischoff@pacificridgehomes.com](mailto:JBischoff@pacificridgehomes.com)>

**Subject:** Pacific Ridge Homes - Snohomish County Cathcart P&R Agreement

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

Good morning,

Please see the revisions to the Park and Ride Agreement attached, reflected in track changes. Please note that there are two comments in the document, both relating to clarification regarding Section 3.1 of the Agreement. I propose that we have a call once you have had a chance to review the revisions to discuss our requested clarifications, as well as other terms in greater detail, such as Pacific Ridge's status as an independent contractor. Thank you.

Best regards,

Mary Joy Dingler  
Johns Monroe Mitsunaga Koloušková, PLLC  
11201 S.E. 8th Street, Suite 120  
Bellevue, WA 98004  
(425) 467-9970 (direct)  
(206) 659-1396 (cell)  
[dingler@jmmklaw.com](mailto:dingler@jmmklaw.com)  
[www.jmmklanduselaw.com](http://www.jmmklanduselaw.com)

**Return Address:**

Pacific Ridge – DRH, LLC  
17921 Bothell-Everett Hwy, Suite 100  
Bothell, WA 98012

**Document Title(s)** (or transactions contained therein):

1. Stormwater Facility Easement (Cathcart Crossing)

**Reference Number(s) of Documents assigned or released:**

N/A

**Grantor(s)** (First name, initials, last name, and title and/or entity name and incorporation type)

Pacific Ridge – DRH, LLC  
17921 Bothell-Everett Hwy, Suite 100  
Bothell, WA 98012

**Grantee(s)** (Last name first, then first name and initials):

1. **Snohomish County**, a political subdivision of the State of Washington

**Legal Description** (abbreviated: i.e. section, township, range, quarter/quarter or lot, block, plat)

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

Full legal is on Exhibit A.

**Assessor Property Tax Parcel(s):**

28053600301100 Existing Parcel

## **STORMWATER FACILITY EASEMENT (CATHCART CROSSING)**

THIS STORMWATER FACILITY EASEMENT (Cathcart Crossing) (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the “Effective Date”) by and between Pacific Ridge – DRH, LLC, a Washington Limited Liability Company (“Owner”), and **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the “County”).

### **RECITALS**

- A. Owner owns certain real property commonly known as Cathcart Crossin, as more particularly described on Exhibit A to this Agreement (the “Property”).
- B. Owner is currently or has recently engaged in certain development activities on the Property requiring one or more permits or approvals from the County.
- C. As a part of Owner’s development activity on the Property, Owner has been required to develop a stormwater site plan for the Property (the “Stormwater Site Plan”), which has been approved by the County’s Department of Planning and Development Services (“PDS”) and is on file in PDS’s records department under File No. 21 - 107481 - LDA.
- D. The Stormwater Site Plan depicts the location on the Property of all stormwater management facilities (collectively, the “Stormwater Facilities”), including drainage facilities, detention facilities, retention facilities, flow control BMPs, source control BMPs, conveyance facilities, and all other structures or facilities that constitute stormwater facilities pursuant to the Snohomish County Code (“SCC” or the “County Code”) and/or the Snohomish County drainage manual (the “Drainage Manual”), as currently written or as may hereafter be amended.
- E. To protect the public from flooding, water quality degradation, damage to aquatic habitat, and other drainage impacts, it is important to ensure that the Stormwater Facilities are regularly maintained and function as intended.
- F. The County Code imposes certain maintenance obligations regarding the Stormwater Facilities on Owner and Owner’s successors in title to the Property.
- G. In the event Owner does not properly maintain the Stormwater Facilities, the County requires the right to enter onto the Property for the purpose of performing maintenance and related activities on or to the Stormwater Facilities, at Owner’s cost and expense.

H. In consideration for the County's issuance and approval of the development permits and approvals Owner requires or required in order to complete Owner's development activities on the Property, Owner now makes certain covenants to the County with respect to the Stormwater Facilities and grants certain easement rights to the County with respect to the Stormwater Facilities, all as more fully described below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **1. Term of Agreement**

This Agreement shall take effect on the Effective Date specified in the preamble. The term of this Agreement shall be perpetual; provided, however, that this Agreement may be terminated as described in Section 8 below.

### **2. Covenant to Inspect and Maintain Stormwater Facilities**

Owner covenants to the County that Owner shall, at Owner's cost and expense, regularly inspect the Stormwater Facilities no less frequently than is required by the County Code and the Drainage Manual then in effect. Should neither the County Code nor the Drainage Manual specify an inspection frequency with respect to one or more of the Stormwater Facilities, Owner shall inspect same no less frequently than once per calendar year. Owner covenants to the County that Owner shall, at Owner's cost and expense, perform such maintenance and/or repair as may be necessary to keep and maintain the Stormwater Facilities in good condition and repair and functioning as intended, in compliance with SCC 30.63A.575, SCC 30.63A.590, and SCC 7.53.140, as those provisions may hereafter be amended, replaced or superseded.

### **3. Covenant to Keep Records**

Owner covenants to the County that Owner shall, at all times during the term of this Agreement, develop, keep and maintain an operation and maintenance manual for the Stormwater Facilities as required by SCC 30.63A.575 and SCC 7.53.140, as those provisions may hereafter be amended, replaced or superseded. The operation and maintenance manual shall be available for inspection by County personnel at reasonable times upon reasonable prior notice.

### **4. Grant of Stormwater Facility Easement to County**

Owner hereby grants to the County a perpetual, appurtenant easement in gross (the "Stormwater Facility Easement") over, under, across and upon the Property. The County shall have the right, but not the obligation, to use the Stormwater Facility Easement for any one or

more of the following purposes (each such use, a “Permitted Use,” and together, the “Permitted Uses”): to access, inspect, maintain, repair and/or replace any one or more of the Stormwater Facilities and/or any of their component parts. The County may bring onto the Property any equipment, machinery, tools or other supplies or materials that may be reasonably necessary in order to perform the Permitted Uses. Should the County elect to perform any invasive work in connection with the Permitted Uses, the County shall restore the surface of the Property to its condition prior to the commencement of such work as soon as reasonably possible after the completion of such work.

## **5. Covenant Not to Obstruct Stormwater Facilities**

Owner covenants to the County that Owner shall not create, place or maintain, or allow any other person to create, place or maintain, any obstructions on the Property that would hinder the proper functioning of, or impede the County’s ability to access any one or more of the Stormwater Facilities. The County shall have the right, but not the obligation, to remove any such obstructions without notice and at Owner’s cost and expense.

## **6. Owner Shall Reimburse County for Maintenance Costs**

### **6.1 Regular Maintenance**

Should Owner fail to maintain one or more of the Stormwater Facilities in the condition required by Section 2 above, the County may, but need not, perform all or any portion of the necessary maintenance itself, and Owner shall reimburse the County for all reasonable costs and expenses incurred by the County in performing such work within ninety (90) days of receiving the County’s invoice for same. However, Owner’s obligation to reimburse the County pursuant to the preceding sentence shall only apply under the following circumstances: (i) the County performed an inspection of the Stormwater Facilities pursuant to Section 4 above; (ii) the County’s inspection revealed a need for maintenance or repair of one or more of the Stormwater Facilities; (iii) the County gave written notice to Owner of the need for maintenance or repair of the Stormwater Facilities (the “Maintenance Notice”); and (iv) Owner did not perform the necessary maintenance or repair within the applicable time period specified in the Drainage Manual, or, if no applicable time period is specified in the Drainage Manual, then within the time period specified in the Maintenance Notice.

### **6.2 Emergency Maintenance**

In the event of an emergency, the County may, without first complying with any of the requirements contained in (i), (ii), (iii) or (iv) of Section 6.1 above, perform such emergency maintenance and/or repair on or to any one or more of the Stormwater Facilities as may be reasonably necessary to avoid imminent harm or damage to persons or property, and Owner

shall reimburse the County for all reasonable costs incurred by the County in performing such emergency maintenance and/or repair.

**7. Burdens Run With the Property; Benefits Held In Gross**

The obligations and burdens described herein are intended to touch and concern the real property described in Exhibit A of this Agreement, and shall run with the Property and be binding on Owner's successors and assigns in title to the Property. The rights and benefits of this Agreement shall be held by the County in gross, in its governmental capacity. The County may exercise and enforce any one or more of those rights and benefits on behalf of the public. The County's rights and benefits under this Agreement shall automatically transfer to any successor to the County's governmental and regulatory authority over the Property (for example, to a municipality in the event the Property is annexed).

**8. Termination**

Should Owner or Owner's successor in title to the Property re-develop the Property, as permitted by the County Code and other applicable laws, rules and development regulations, in such a manner that the Stormwater Facilities are no longer necessary or useful for their intended purpose, Owner or Owner's successor in title may seek the County's approval to terminate this Agreement. In such event, the County shall agree to terminate this Agreement if termination is permitted by and consistent with the County Code and the Drainage Manual then in effect. To terminate this Agreement, both parties must execute, acknowledge and record a termination agreement.

**9. Governing Law; Interpretation**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. Venue for any dispute involving this Agreement shall be the Superior Court in and for the County of Snohomish, State of Washington. This Agreement may be amended or otherwise modified only in writing, signed and acknowledged by the party to be charged. If any provision of this Agreement shall be held by a court of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

Signed and delivered on the day and year first above written.

**OWNER**

\_\_\_\_\_,  
\_\_\_\_\_

By \_\_\_\_\_

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

Title: \_\_\_\_\_

**COUNTY**

**Snohomish County**, a political subdivision of the State of  
Washington

By \_\_\_\_\_

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

Title: \_\_\_\_\_





## EXHIBIT A

### Legal Description of Property

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, 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 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, 2525.48 feet, to the POINT OF BEGINNING

Situate in the County of Snohomish, State of Washington.

**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. BUYER'S COMMONS RESERVES**

---

**From:** Schuurman, David  
**Sent:** Monday, June 14, 2021 6:08 AM  
**To:** Wisehart, Donald  
**Cc:** Ross, Stephen; Peterson, Ryan; Irwin, David  
**Subject:** RE: Cathcart Way - AU 367

Don,  
Considering the conditions of the data we have been collecting. I wouldn't hesitate to collect this soon if you need it. Just a point for discussion. Unless you are looking for schools to be actively attended.

**David Schuurman** | Engineering Technician  
Traffic Operations – Traffic Analysis and Design

 **Snohomish County**  
**Department of Public Works**  
3000 Rockefeller Ave M/S 607  
Everett, WA 98201

**Cell** (425) 508-7361  
**Phone** (425) 388-3488 ext. 2646  
**FAX** (425) 388-6449  
**email** [David.Schuurman@snoco.org](mailto:David.Schuurman@snoco.org)  
**WEB** [www.Snoco.org](http://www.Snoco.org)

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---

**From:** Wisehart, Donald <Donald.Wisehart@co.snohomish.wa.us>  
**Sent:** Thursday, June 10, 2021 11:23 PM  
**To:** Ross, Stephen <Stephen.Ross@co.snohomish.wa.us>; Schuurman, David <David.Schuurman@co.snohomish.wa.us>  
**Subject:** FW: Cathcart Way - AU 367

FYI, Steve and David, I may have a significant data request soon to come in the area of Cathcart Way, Seattle Hill Road, 132<sup>nd</sup>/134<sup>th</sup> and also Marsh/Airport area very soon. I will know more after the Friday AM meeting with management, especially on when we will start collecting this data. Of course, we are already into June so they may want to wait until September, but we'll see. But this data collection will be fairly high priority because it is related to some large developments proposed for the area. Scroll down and you can see more of what I am talking about. Also being discussed is our travel time methodology regarding arterials that end in a T-intersection.

**Don Wisehart** | Engineering Tech. Senior, Lead  
Traffic Operations

 **Snohomish County**  
**Department of Public Works**  
3000 Rockefeller Ave M/S 607  
Everett, WA 98201

Phone (425) 262-2478

FAX (425) 388-6449  
email [Donald.Wisehart@snoco.org](mailto:Donald.Wisehart@snoco.org)  
WEB [www.Snoco.org](http://www.Snoco.org)

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---

**From:** Wisehart, Donald

**Sent:** Thursday, June 10, 2021 11:01 PM

**To:** Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>; Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>; Peterson, Ryan <[Ryan.Peterson@co.snohomish.wa.us](mailto:Ryan.Peterson@co.snohomish.wa.us)>; Dhaliwal, Gurpreet <[Gurpreet.Dhaliwal@co.snohomish.wa.us](mailto:Gurpreet.Dhaliwal@co.snohomish.wa.us)>

**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>

**Subject:** RE: Cathcart Way - AU

For tomorrow's meeting. Firstly, please see the print-screen of the test Reconnaissance Level Travel Time Study (Recon) below. I did this using a stopwatch. The recon test result actually came out to LOS E, 15.99 mph (not 16.02 mph, rounding error?). This would represent a worst case. If one alternates eastbound left and right-turns onto SR 9, then the result should climb to around 22 mph or about the LOS C/D borderline.

## **So the proposed agenda for the meeting is as follows:**

- 1) 2-Point Test Run below and the need for full-length updated Travel Time Study.
- 2) The Methodology for Travel Time Studies at T-intersections (Using the worst case Queue or alternating Left and Right-Turns at the Signal).
- 3) The reason for the drop in LOS on Cathcart Way: Increased Traffic and the Changes in Cycle Length and Green Time allotted at SR 9. As Steve Dickson mentioned, the upstream platooning effect from the signal at Marsh/Airport may also affect this.
- 4) In addition for the need to analyze Cathcart Way, new proposed Developments in the area may precipitate the need for additional operational analysis in the area. This might also include Seattle Hill Road (AU 202); 132<sup>nd</sup>/134<sup>th</sup> (AU 259), Marsh Road (AU 198) and Airport Way (AU 353), and possibly others (perhaps even 35<sup>th</sup> Avenue SE).
- 5) Adding AU 367 to the Critical Arterial Units List for the Eastbound PM movement.
- 6) Requesting new Travel Times and Turning Movement counts in the area, along with the dates and timing of data collection.
- 7) Upcoming Final Comments for Cathcart Crossing. Needing to use an alternate methodology to derive existing and total forecast (pipeline plus project) trips.



**Department of Public Works**

3000 Rockefeller Ave M/S 607  
Everett, WA 98201

Phone (425) 262-2478  
FAX (425) 388-6449  
email [Donald.Wisehart@snoco.org](mailto:Donald.Wisehart@snoco.org)  
WEB [www.Snoco.org](http://www.Snoco.org)

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**From:** Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 2:59 PM  
**To:** Wisehart, Donald <[Donald.Wisehart@co.snohomish.wa.us](mailto:Donald.Wisehart@co.snohomish.wa.us)>; Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>; Peterson, Ryan <[Ryan.Peterson@co.snohomish.wa.us](mailto:Ryan.Peterson@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart Way - AU

David/Don,

Let's talk about it tomorrow, I am pretty open tomorrow.

Thanks,

-Mohammad

---

**From:** Wisehart, Donald <[Donald.Wisehart@co.snohomish.wa.us](mailto:Donald.Wisehart@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 9:29 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>; Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart Way - AU

David, I after doing a 2-point recon out on (AU 367) Cathcart Way last night, I am likely going to add AU 367 (PM Eastbound movement) to the Critical List. The combination of increased traffic on Cathcart Way, and the fact that that WSDOT has increased the Cycle length to 225 seconds at the signal, is causing Eastbound Left vehicles to often wait through 2 cycles and degrading the average overall LOS during the eastbound PM peak. The EB green time was increased too, but not enough to clear the Queue.

As late as 2017, the EB PM LOS was A (nearly 40 mph), and these conditions had been stable over many years, so this was not even on our radar. But the increased cycle length, up 150% since the last time Stephanie had evaluated this corridor, along with the moderate increase in traffic, has brought significant delays at SR 9. The Queueing last night stretched back nearly to the 1<sup>st</sup> Cathcart entrance at times. But the main issue did not seem to be the traffic but the lack of Green time to clear the queue and the long cycle length between 3 and 4 minutes.

We need an updated full travel time, but it appears (based on last night) that a travel time run using the worst-case Eastbound left movement will generate an LOS E (16.02 mph). However, the consultant appears to have achieved an LOS C (borderline LOS D) by alternating left and right turns at the signal during the travel time. I am finishing up the comments, hopefully this week and can talk over the details on the phone or in a short teams meeting early next week with Mohammad and Ryan.

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 7:38 AM  
**To:** Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>  
**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>; Wisehart, Donald <[Donald.Wisehart@co.snohomish.wa.us](mailto:Donald.Wisehart@co.snohomish.wa.us)>  
**Subject:** Cathcart Way - AU  
**Importance:** High

Mohammad,

I received a phone call from Don earlier this week with respect to existing and forecast travel speeds on Cathcart Way. I'm about to send out the traffic pre-submittal form for the Cathcart Way Park and Ride which would generate 421.50 ADT, 63.00 AM PHT, and 64.50 PM PHT based on ITE's Trip Generation rates. The project was submitted separately from the residential/commercial development by Pacific Ridge Homes. We have the ability to have a development consider arterial units that are not on the critical list to be included in their forecast analysis and based on my conversation with Don it sounded like it may or may not be prudent for them to evaluate Cathcart Way (AU 367) even though it's not on the critical list currently and I'm not sure if the development will place 50 directional PHT on it either. Please let me know your thoughts or if a phone call would be more appropriate.

**David Irwin** | *Engineer III*  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](http://Snohomish County Planning and Development Services)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

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 31<sup>st</sup> day of August, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

## Property Account Summary

9/10/2022

Parcel Number	28053600301100	Property Address	UNKNOWN, UNKNOWN , UNKNOWN, WA
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### General Information

Property Description	Section 36 Township 28 Range 05 Quarter SW - TH PTN S1/2 SW1/4 SEC 36 DAF: COM SW COR SEC 36 FR WH S1/4 SEC COR THOF BEAR S88*10'33"E 2641.79 FT; TH S88*10'33"E ALG S LN SD SEC DIST 50.81 FT TOSLY MGN CATHCART WAY PER SNO CO R/W PLAN 132ND ST SE EXT DATED AUG 4 1999 SNO CO ENG SURV 3571 TPB & BEG NON TANG 1000.00 FT RAD CRV TO L CTR WH BEAR N24*13'04"W; TH NELY ALG SD MGN & CRV THRU C/A11*18'01" ARC DIST 197.23 FT; TH CONT ALG SD SLY MGN FOLG CRSE & DIST: TH S90*00'00"E 273.55 FT; TH N73*00'00"E 68.60 FT; TH N50*00'00"E 85.55 FT; TH N00*00'00"W 235.34 FT; TH N52*26'32"E 68.57 FT TOBEG 950.00 FT RAD CRV TO R; TH NELY ALG SD MGN & CRV THRU C/A 38*46'22" ARC DIST 642.88 FT; TH S88*47'08"E 1304.84 FT TO WLY MGN ST HWY SR9; TH S04*18'52"W ALG SD WLY MGN 4.30 FT TO BEG NON TANG1462.70 FT RAD CRV TO L CTR WH BEAR S83*50'41"E; TH SWLY ALG SD MGN & CRV THRU C/A 12*01'46" ARC DIST 307.10 FT TH S01*13'25"W ALG SD WLY MGN 388.94 FT TO S LN SD SEC 36 TH N88*10'33"W ALG SD S LN2525.48 FT TO TPB; AKA LOT 2 SNO CO BLA FN 05-118349 REC AFN 200510170216
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	05724

### Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
----------	-------------------------------

Unit of Measure	Acre(s)
Size (gross)	31.00

**Related Properties**

No Related Properties Found

**Parties**

Role	Percent	Name	Address
Taxpayer	100	PACIFIC RIDGE DRH LLC	17921 BOTHELL EVERETT HIGHWAY SUITE 100, BOTHELL, WA 98012
Owner	100	PACIFIC RIDGE-DRH LLC	17921 BOTHELL-EVERETT HWY STE 100, BOTHELL, WA 98012

**Property Values**

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular	\$1,315,000				
Exemption Amount Regular		\$1,540,000	\$1,167,000	\$921,000	\$870,000
Market Total	\$1,315,000	\$1,540,000	\$1,167,000	\$921,000	\$870,000
Assessed Value	\$1,315,000	\$1,540,000	\$1,167,000	\$921,000	\$870,000
Market Land	\$1,315,000	\$1,540,000	\$1,167,000	\$921,000	\$870,000
Market Improvement					
Personal Property					

**Active Exemptions**

No Exemptions Found

**Events**

Effective Date	Entry Date-Time	Type	Remarks
08/19/2022	08/19/2022 14:24:00	Tax Bill Recalculation	Entity Tax Exemption for 2022 performed by stratr
07/18/2022	07/18/2022 13:30:18	Excise Processed	Temporary Excise: T169248 Finalized to: E190087
07/13/2022	07/26/2022 10:23:00	Recording No. Changed	Property Transfer Filing No.: E190087, Statutory Warranty Deed, new Recording No.: 202207187053 07/13/2022 by sasaml

07/13/2022	07/26/2022 10:23:00	Owner Terminated	Property Transfer Filing No.: E190087 07/13/2022 by sasaml
07/13/2022	07/26/2022 10:23:00	Owner Added	Property Transfer Filing No.: E190087 07/13/2022 by sasaml
07/13/2022	07/18/2022 13:30:00	Excise Processed	Property Transfer Filing No.: T169248, submitted by eREET 07/13/2022 by ASCEREET
12/11/2007	12/11/2007 15:38:00	Tax Bill Recalculation	Entity Tax Exemption for 2007 performed by strbls

## Tax Balance

### Pay Online

Visit our payment site to make an online payment.

**PAY NOW**

### Pay By Mail

Make Check/Money Order to:

**Snohomish County Treasurer**

Send to:

**Snohomish County Treasurer**

3000 Rockefeller Ave

M/S 501

Everett, WA 98201

## Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due
2022	1	10/31/2022	\$12,588.59	\$0.00	\$12,588.59	\$12,588.59

[View Detailed Statement](#) Detailed information about taxes and all other charges displayed above.

[Calculate Future Payoff](#) Taxes, interest and penalty due on a specific future date.

## Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
PUB HOSP #1	0.20	\$268.80	\$0.00	\$268.80
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.39	\$514.82	\$0.00	\$514.82
SNOHOMISH COUNTY - ROAD	0.96	\$1,265.99	\$0.00	\$1,265.99
SNOHOMISH COUNTY-CNT	0.60	\$786.87	\$0.00	\$786.87
SNOHOMISH REGIONAL FIRE & RESCUE	0.35	\$454.67	\$454.67	\$0.00
SNOHOMISH SCHOOL DIST NO 201	4.40	\$5,791.88	\$5,791.88	\$0.00
STATE	2.67	\$3,505.56	\$0.00	\$3,505.56

TOTAL	9.57	\$12,588.59	\$6,246.55	\$6,342.04
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### Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2023	\$1,550,000.00	\$0.00	\$1,550,000.00	\$0.00	\$0.00	\$0.00

### Levy Rate History

Tax Year	Total Levy Rate
2021	10.184966
2020	10.419796
2019	11.884231

### Real Property Structures

Description	Type	Year Built	More Information
No Real Property Structures Found			

### Receipts

Date	Receipt No.	Amount Tendered	Amount Due
No Receipts Found			

### Sales History

Sale Date	Entry Date	Recording Date	Recording Number	Sale Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
07/13/2022	07/18/2022	07/13/2022	202207187053	\$0.00	E190087	W	S	SNOHOMISH COUNTY	PACIFIC RIDGE-DRH LLC	No

### Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
3113000	28	05	36	SW	<a href="#">View parcel maps for this Township/Range/Section</a>

### Printable Version

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 Version 4.0.3.0



Linda Gray <lgn899a@gmail.com>

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**RE: 00403800014101/00403800014102/00403800015600**

1 message

---

**Abbott, Stacey** <stacey.abbott@co.snohomish.wa.us>

Fri, Sep 9, 2022 at 1:44 PM

To: Debbie Wetzel <debbieleewetzel@gmail.com>

Cc: Linda Gray <lgn899a@gmail.com>, PDSRecordsRoom <PDSRecordsRoom@co.snohomish.wa.us>

Hi Debbie

Yes – This project is scheduled for hearing October 20<sup>th</sup>. You are included as a party of record and will receive notice.

You are also correct that I am referring you again to PDS Records for your records request. In order to obtain the project file, please submit your request via the proper channels. The link for the information request is [here](#). Information requests are still completed typically within a matter of days but it may be up to a week depending on workload.

Emails or other non-project documents can be requested with a public disclosure request. You can find information regarding submitting your request [here](#). You will receive a response with more information within 5 days of submitting your request.

Thanks

**Stacey Abbott** | Sr. Land Use Planner

[Snohomish County Planning and Development Services](#)

[3000 Rockefeller Avenue](#) M/S 604 | Everett, WA 98201

425.262.2637 | [Stacey.abbott@snoco.org](mailto:Stacey.abbott@snoco.org)

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)

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**From:** Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>

**Sent:** Thursday, September 8, 2022 2:05 PM

**To:** Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>

**Cc:** Linda Gray <[lgn899a@gmail.com](mailto:lgn899a@gmail.com)>

**Subject:** 00403800014101/00403800014102/00403800015600

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

It looks like this might be getting ready for hearing? If so, I would like ALL project files to date, including traffic analysis, critical areas, stormwater, planning and land use. And also all emails associated with the project. While I know you want

to send me to public records request, I am sure you are aware that those are at least six weeks out. I need the information now, it is at your fingertips. You are currently preparing documents for a hearing, so it should be simple for you to send them to me.

AS YOU KNOW, THIS PROJECT IS PART AND PARCEL WITH CATHCART CROSSING WHICH IS CURRENTLY UNDER APPEAL WITH THE COUNTY COUNCIL AND SHOULD NOT BE ALLOWED TO GO FORWARD SEPARATELY UNTIL ALL APPEAL AVENUES HAVE BEEN EXHAUSTED.

--

I remain,

Deborah Wetzel  
206-261-0941

**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,** ) **PARTY OF RECORD LINDA**  
 ) **GRAY’S ARGUMENT IN SUPPORT**  
**Of the Hearing Examiner Decision for** ) **OF LAND USE DECISION BY KATRINA**  
 ) **STEWART AND DEBORAH WETZEL**  
**The CATHCART CROSSING Project** )  
**Application** )  
 )  
**Applicant: Pacific Ridge-DRH, LLC** )  
\_\_\_\_\_ )

I am submitting this argument in support the Appeal of Land Use Decision By Katrina Stewart and Deborah Wetzel filed on August 22, 2022 (“Appeal”). I incorporate the Appeal as if fully set forth herein and agree with all issues and arguments therein.

The following issues in the Appeal will be addressed in this argument.

1. This matter clearly shows that Snohomish County Planning and Development Services (“PDS”) does not follow applicable procedures set forth in SCC 30.72.080(2). Not only did they fail to provide adequate notice to parties of record, they also failed to provide adequate links to the relevant documents on the May 11, 2022 postcard notice.

2. In Motion 18-054, the Snohomish County Council approved a listing agreement with Cushman & Wakefield U.S. Inc. to sell or lease the property. The Council also authorized, “. . .the Property Officer of the Department of Facilities Management to execute and take action on behalf of the County all documents necessary to facilitate and effectuate the surplus and disposition of the Property through sale or lease.” **Exhibit 1.** Surely, the Snohomish County

Council did not give *carte blanche* authority to a County employee to negotiate terms of sale without having it come before them for approval. Yet, it appears that is exactly what occurred. Even then, the Letter of Intent submitted by the Applicant shows a purchase price of \$10,000,000 and does not state a potential credit for developing the Park and Ride. **Exhibit 2** However, the Purchase and Sale Agreement (“PSA”) **M.3 Ex. 1** clearly shows a purchase price of \$9,600,000, with a reduction of up to \$2,000,000 for development of the Park and Ride. The Real Estate Tax Affidavit recorded shows the purchase price as \$8,646,000. While the PSA does give credit to the Applicant for developing the Park and Ride it indicates an approximate cost of \$1,000,000 when included with grading on Phase 1. [Emphasis added] **M.12 Ex. 4(b)**

3. The fully executed Memorandum of Agreement referenced in the PSA has still not been produced. (PSA, Paragraph 21, page 7). The purpose of the agreement was to give notice to people concerned with property. In actuality, it appears that it was an attempt to keep things private and secret. As of this date, it appears it has not been recorded with the County as required in the PSA.

4. It is evident from a recently discovered document entitled “Donation Agreement” that the County gave the Applicant a reduction of \$400,000 off of the purchase price. **Exhibit 3** The email exchange between Randy Blair, Special Projects Manager, Public Works and John Mirante, dated June 6, 2022, stated: “Will also need the Donation Agreement executed – it is approved as to form.” **Exhibit 4** The Donation Agreement is not discussed in the PSA and is an off the books transaction. It should have been accounted for in the money that the Applicant paid for the property. Where is a true accounting of the transaction that transpired? This gives rise to the question: Did the Applicant give the County the money? This further substantiates the County’s financial interest in the transaction. Was the \$400,000 something that allowed

Applicant to avoid putting in affordable housing as a part of the project, even though the County specifically addressed it in their Comprehensive Plan?

8. A records request was sent to Community Transit and a copy of the Park and Ride Agreement was produced. The Park and Ride Agreement produced was supposed to include Exhibit A and Exhibit C, both of which are not attached to the Agreement. The construction and phasing plan, as well as the assurances are not included. Of even greater concern is the fact that the Park and Ride Agreement was to be fully executed thirty (30) days prior to closing of the transaction. The Park and Ride Agreement was signed on the same day as the property transfer documents. **Exhibit 5** This fact alone makes the PSA terms invalid.

9. The County and the Applicant deliberately withheld recording the sale transaction until eight days after the Hearing Examiner issued his Decision on July 7, 2022, even though the PSA was fully executed in January of 2021. **Exhibit 6**

10. In an email exchange between John Mirante and the Supervisor for PDS, Tom Barnett, dated May 10, 2022, the Applicant stated, “Good morning Tom. I am hoping that we can get a little help in getting the Cathcart P&R caught up with the Cathcart Crossing project which is going to hearing June 14<sup>th</sup> . . . The tandem construction of these project with one another is crucial from an earthwork perspective, which is the second work item after clearing.” **Exhibit 7** It is obvious that the County was well aware of the connection between the proposed development and the Park and Ride and everyone was on board to get both projects done together.

11. There was extensive discussion between Brad Lincoln (Applicant’s traffic engineer for the Cathcart Crossing project and David Irwin, the County’s Transportation Development

Reviewer, about the traffic impacts of the Park and Ride proposal, including discussion of Cathcart Way as a “Critical Arterial Unit” to SR 9. **Exhibit M.3, Ex. 4.** A recently discovered email dated June 10, 2021 between Donald Wisheart and Mohammad Uddin (both County employees) also puts into question the validity of the Applicant’s traffic analysis: “For tomorrow’s meeting. Firstly, please see the print-screen of the test Reconnaissance Level Travel Time Study (Recon) below. I did this using a stopwatch. The recon test result actually came out to LOS E, 15.99 mph (not 16.02 mph, rounding error?). This would represent a worst case. If one alternates eastbound left and right-turns onto SR 9, then the result should climb to around 22 mph or about the LOS C/D borderline.” **Exhibit 8**

12. The Future Land Use Map shows the Cathcart Crossing as Urban Commercial, while the Park and Ride parcel is designated as Rural/Urban Transition Overlay.

[Map1\\_FutureLandUse.pdf \(snoco.org\)](#)

13. The SCCP states in the Housing Chapter under 1.B.5: “The county shall allow for new residential development at the county Cathcart site that incorporates a mix of housing types and densities and is supported by public and private infrastructure, including transit, pedestrian facilities and adequate parking. This development shall provide complementary housing types not generally available within the neighborhood.”

14. The SCCP states in the Land Use Chapter under 3.C.6: “The urban village at the county Cathcart site will be developed with principles of sustainability that conserve resources, use materials that consider occupant health, and provide opportunities for physical activity, such as Leadership in Energy and Environmental Design (LEED) and Built Green, to serve as a vibrant community focal point for the surrounding neighborhoods in the northeast areas of the

Southwest UGA. Neighborhood-serving businesses and service providers – including public services such as library and postal service - will be especially encouraged to locate at the village.”

15. The SCCP further states in the Land Use Chapter 3.G.10: “The county shall pursue lease, purchase and/or development agreements with all development partners at the county Cathcart site to support that county objectives for the site, generally, and the urban village in particular, are achieved.”

16. Lastly, the SCCP states in Land Use Chapter 5.B.6:

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

- provide a model for environmentally-sensitive development practices in Snohomish County;
- create a mix of uses that complements and strengthens the predominantly single-family residential neighborhood that surrounds the site;
- 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;
- provide opportunities for local employment that can help reduce commuter traffic in the local area;
- through partnerships with local transit agencies, develop new transit facilities and enhanced transit services for the area; and
- protect natural areas of the site to preserve wildlife habitat and to enhance open space opportunities for local residents;
- assess the need for a year-round farmers market and ball fields for kids (either public or private) during development planning, and provide opportunities to address identified unmet needs; and
- undertake an affordable housing demonstration project.

**The county shall keep area residents and the general public informed of progress made in implementing the action program.<sup>1</sup>**

In creating this program the county will address on-site and off-site circulation for all forms of motorized and non-motorized travel modes, land use, public services and utilities, design and development standards, and other factors related to the development of the site. **[Emphasis added]**

17. The Comprehensive Plan is unclear as to identifying Cathcart Crossing from Cathcart West in the language. Even then, the Cathcart West project, which is one-mile away from Cathcart Crossing on Cathcart Way, is 144 acres and proposes approximately 1,000 single-family and mixed-used residences and less than 4-acres of commercial/retail space. So, however a person interprets the “Cathcart Plan,” it simply does not meet the criteria identified.

18. Snohomish County Council Motion 22-065 dismissed two portions of the Appeal without proper judicial procedure and asserts as their reasoning that: “. . .there is and was no ‘master development plan’ for the property.” **Exhibit 9** This is in direct contradiction to the SCCP Sections set forth above. Clearly, there was a plan for the development expressly delineated, in great detail, by the County as set forth in the Comprehensive Plan.

19. I received an email from Stacey Abbott, project manager for the Cathcart Crossing and Park and Ride project, where she talks about the Park and Ride portion as though separate. In her statement: “Yes – This project is scheduled for hearing October 20<sup>th</sup>.” **Exhibit 10** Appellants contend that the Park and Ride and Cathcart Crossing are inextricably linked and I agree. Even the County agrees. The Council is hereby requested to stop Snohomish County from illegally bifurcating the projects until all appeal avenues have been exhausted.

---

<sup>1</sup> The Snohomish County Council specifically said it would keep residents informed, including progress and implementation of the plan. They did not do this.

20. Appellants have a right to have their issues heard, not summarily dismissed in an executive session on a motion that appears to have been drafted by the Snohomish County Prosecuting Attorney's office.

I respectfully request the Snohomish County Council provide the relief requested in the Appeal.

Dated this 12<sup>th</sup> day of September, 2022.

/s/  
\_\_\_\_\_  
Linda Gray  
22629-78<sup>th</sup> Ave SE  
Woodinville, WA 98072  
[lg899a@gmail.com](mailto:lg899a@gmail.com)

**From:** Evanna Charlot <charlot@jmmklaw.com>  
**Sent:** Monday, September 12, 2022 4:29 PM  
**To:** Contact Council; Eco, Debbie; Campfield, Lisa  
**Cc:** Duana Kolouskova; Mary Joy Dinger; Benita Lamp; rick@aramburulaw.com; carol@aramburulaw.com  
**Subject:** Appeal of Katrina Stewart and Deborah Wetzel, re Cathcart Crossing. 21-107654 SPA/BSP  
**Attachments:** 2022-09-12 Response to Appeal 1632-89.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Good afternoon Snohomish County Council and Counsel.

Attached is Applicant Pacific Ridge-DRH, LLC's Response to Katrina Stewart's and Deborah Wetzel's Appeal, for filing with the Council this afternoon.

Thank you kindly,

Evanna L. Charlot for Benita Lamp  
Paralegal for  
JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC  
11201 S.E. 8<sup>th</sup> Street, Suite 120,  
Bellevue, WA 98004-6969  
☎ 425-451-2812 / \* [charlot@jmmklaw.com](mailto:charlot@jmmklaw.com)

1  
2 **BEFORE THE COUNCIL OF SNOHOMISH COUNTY**

3 In re the Appeal of

4 KATRINA STEWART and  
5 DEBORAH WETZEL,

6 Appellants,

7 Of the Hearing Examiner Decision for the  
8 CATHCART CROSSING Project  
9 Application;

10 Applicant: Pacific Ridge-DRH, LLC

NO: 21-107654 SPA/BSP

APPLICANT PACIFIC RIDGE-DRH,  
LLC'S RESPONSE TO KATRINA  
STEWART'S AND DEBORAH  
WETZEL'S APPEAL

11 Applicant Pacific Ridge – DRH, LLC (“Pacific Ridge”) received approval for a planned  
12 community business preliminary site plan, binding site plan, and urban residential development  
13 standards administrative site plan for two commercial lots and one tract of 286 townhomes (the  
14 “Project”) on July 7, 2022, and an amended decision approving the Project was issued on  
15 August 8, 2022. *Decision of the Snohomish County Hearing Examiner* (the “Decision”). This  
16 approval was based on a State Environmental Policy Act (SEPA) Determination of  
17 Non-significance (DNS), issued on May 11, 2022, and not appealed. The Snohomish County  
18 Hearing Examiner issued several orders following the Decision, including a July 19, 2022  
19 Order Regarding Parties of Record, an August 8, 2022 Order Granting and Denying Petitions  
20 for Reconsideration (the “First Reconsideration Decision”), and an August 18, 2022 Order  
21 Denying Further Petitions for Reconsideration and Motion to File Late Reconsideration  
22 Petition (the “Second Reconsideration Decision”).

23 Appellants Stewart and Wetzel (collectively, “Appellants”) do not raise any appeal  
24 issues with respect to the Examiner’s substantive findings or conclusions regarding the  
25 Project’s compliance with Snohomish County Code and applicable state law or regulation.

1 Nor did Appellants file any appeal of the DNS. Appellants’ issues are entirely procedural in  
2 nature. Despite Appellants’ various complaints, the Examiner’s Decision and subsequent  
3 reconsideration decisions were procedurally proper. There has been no error of law, and all  
4 findings are supported by substantial evidence. Pacific Ridge respectfully requests that the  
5 Council deny the appeal in its entirety.

### 6 I. FACTUAL BACKGROUND

7 The Project will develop a vacant 31-acre site into 286 townhome units and two  
8 commercial building pads, totaling over 96,800 square feet. *Exhibit A.2*. The Project will  
9 include 93,800 square feet of mini-self storage and a 3,000 square foot restaurant. *Ex. E.1*. The  
10 property is located at the intersection of Cathcart Way and SR-9 in Snohomish, WA 98926 and  
11 is identified as Snohomish County Tax Parcel No. 28053600301100. *Id*. The site is zoned as  
12 Planned Community Business (PCB) and is located within the Urban Growth Area (UGA).  
13 *Exhibit L.1*, at 5. The uses Pacific Ridge proposes—townhomes, a mini-storage warehouse,  
14 and fast-food restaurant are permitted in the PCB zone. Snohomish County Code (SCC)  
15 30.22.100. The Project was evaluated according to the standards set forth in Chapters 30.41D,  
16 30.23A, and 30.31A SCC.

17 The County received a signed petition and collective comments regarding the Project  
18 on July 26, 2021 (the “Petition”). *Exhibit I.11*. The Petition was signed by 14 individuals  
19 identifying themselves as “Concerned Citizens of Clearview.” *Id*. The Petition contained four  
20 collective, high-level comments that were not particularized to any of the signatories, including  
21 a blanket statement that the property is “inappropriately zoned for Urban Housing,” with a  
22 general citation to Title 30 SCC. Neither Appellant signed this Petition. None of the Petition’s  
23 signers appealed the Hearing Examiner’s Decision.

24 The County issued a DNS on May 11, 2022, finding that the Project does not have a  
25 probable, significant adverse impact on the environment. *Exhibit E.1*. The DNS included a

1 distribution list, identifying 10 parties of record as well as a statement that notice of the  
2 issuance of the DNS was mailed to property owners of record within 500 feet of the external  
3 boundaries of the Project. *Id.* at 4. The property was posted according to County Code  
4 requirements, providing notice of the open record hearing, the SEPA DNS, and the  
5 concurrency and traffic impact fee determinations. *Exhibit F.4.* Notice of the SEPA DNS, the  
6 open record hearing, and the concurrency and traffic impact fee determinations were further  
7 provided to the official County newspaper. *Exhibit F.3.* The County issued a total of 23 notices  
8 of the DNS, providing notice that the appeal deadline was on May 25, 2022. *Exhibit F.2.*  
9 Notice of the open record hearing was also issued on May 11, 2022. *Exhibit F.1.* These notices  
10 were provided pursuant to Snohomish County Code. SCC 30.70.045. The County, correctly,  
11 did not provide individualized, personal notice to the signers of the Petition because they were  
12 not considered parties of record. SCC 30.91P.110.

13 The Snohomish County Hearing Examiner held an open record hearing on June 14,  
14 2022. The Hearing Examiner left the record open until the close of business on June 14, 2022  
15 to allow any participants who did not or could not comment during the hearing to provide  
16 written comment. *Decision*, at 7. One member of the public emailed after the hearing, citing  
17 technology problems. *Exhibit I.19.* The other two emails received before the record closed  
18 were from Appellant Wetzel and another individual, both of whom commented at the public  
19 hearing. *Decision*, at 8. The Examiner deemed these comments tardy and did not consider them  
20 in his decision. *Id.*

21 Following the open record hearing, there were three timely filed petitions for  
22 reconsideration, one of which from Appellant Wetzel. Appellant Stewart filed a fourth,  
23 untimely, petition for reconsideration. The Hearing Examiner issued an order on August 8,  
24 2022, denying Appellant Wetzel's petition because the evidence she raised could have been  
25 reasonably produced at the hearing, and denying another petition, filed by Janet Miller, because

1 there was no error of law regarding notice. The Examiner granted the petition for  
2 reconsideration filed by Snohomish County Planning and Development Services. *First*  
3 *Reconsideration Decision*.

4 After issuing this August 8 Order, the Examiner received several documents from other  
5 individuals requesting the Examiner re-issue the DNS and a motion from Appellant Stewart  
6 moving to allow late filing of her petition for reconsideration. *Second Reconsideration*  
7 *Decision*. The Examiner addressed these requests in an August 18, 2022 Order, conducting a  
8 substantive analysis regarding Code’s definition of “party of record,” declining to address the  
9 belated SEPA arguments due to lack of jurisdiction, and thoroughly addressing Appellant  
10 Stewart’s petition for reconsideration, which was untimely filed. *Id*.

11 Appellants Stewart and Wetzel are the only parties to appeal these decisions.  
12 Appellants collectively filed a 47-page appeal raising entirely procedural issues. *Stewart-*  
13 *Wetzel Appeal*. Code limits Appellant Wetzel’s appeal to those issues raised in her request for  
14 reconsideration. SCC 30.72.070(2). However, because Appellants’ appeal, based entirely on  
15 procedural concerns, lacks merit, there appears no need to parse the appropriate appeal issues  
16 between Wetzel and Stewart.

17 On August 31, 2022, Council summarily dismissed Appellants’ issues 5.5 and 5.6. *See*  
18 *Motion No. 22-365*.

19 **II. REQUEST FOR SUMMARY DISMISSAL OF APPEAL ISSUES 5.1 AND 5.4**  
20 **FOR LACK OF STANDING AND JURISDICTION OVER ADDITIONAL**  
21 **SEPA APPEAL ISSUES AND LACK OF MERIT—SCC 30.72.075**

22 Pacific Ridge respectfully requests the Council dismiss Appellants’ issues 5.1 and 5.4  
23 for the same reasons the Council already dismissed issues 5.5 and 5.6. In addition, Appellants  
24 lack standing to allege a deficiency in the notices issued for the DNS and the open record  
25 hearing, further necessitating dismissal of appeal issue 5.1.

1           *i. Issue 5.1 should be summarily dismissed for lack of jurisdiction.*

2           The Council's dismissal of appeal issue 5.5 triggers the dismissal of appeal issue 5.1.  
3           Appeal issue 5.5 alleged that the Decision was issued in error because the failure to disclose  
4           and consider a purchase and sale agreement between Pacific Ridge and the County violated  
5           SEPA. The Council dismissed appeal issue 5.5 because there was no timely appeal of the DNS  
6           and because appeals to the County Council from the Hearing Examiner are limited to Type 2  
7           decisions, whereas a SEPA appeal to the Hearing Examiner is the appeal of a Type 1 decision.  
8           *Motion No. 22-365.* The same grounds for dismissal exist with respect to appeal issue 5.1,  
9           which asks the Council to reopen the SEPA review process for a new comment and appeal  
10          period.

11          Any appeal of a DNS under Code is a Type 1 appeal, but joined into any Type 2 open  
12          record hearing for consolidation purposes. SCC 30.61.300; SCC 30.71.050. There was no  
13          SEPA appeal in this matter. Had an appeal been filed, the Hearing Examiner's decision  
14          regarding appeal of a DNS would be the final county decision; no further appeal to the Council  
15          exists. *Id.*; *Motion No. 22-365.*

16          Although the County issued the DNS on May 11, 2022, no one requested reissuance of  
17          the DNS until after the Examiner issued his amended decision on August 8, 2022. The Hearing  
18          Examiner found that request, made by the Petition signers, to be untimely. *Second*  
19          *Reconsideration Decision*, at 2. As the Examiner recognized, the Hearing Examiner does not  
20          have jurisdiction over untimely SEPA appeals. *Id.* (citing *Chaussee v. Snohomish County*  
21          *Council*, 38 Wn. App. 630, 636, 689 P.2d 1084 (1984)). None of the Petition signers has  
22          pursued an appeal to this Council.

23          Pacific Ridge therefore requests the Council dismiss appeal issue 5.1, the portion of  
24          Appellants' first appeal issue alleging inadequate notice under SEPA, due to lack of  
25          jurisdiction. SCC 30.72.075(1).

1           ii.        *Issue 5.1 should be summarily dismissed for lack of standing.*

2           Appellants cannot establish that they were personally prejudiced by the alleged defects  
3 in notice of the DNS or the open record hearing. Code requires that an appeal to the County  
4 Council be filed by any *aggrieved* party of record. SCC 30.72.070(2). “Cases should be  
5 brought and defended by the parties whose rights and interests are at stake.” *Riverview*  
6 *Community Group v. Spencer & Livingston*, 181 Wn.2d 888, 893, 337 P.3d 1076 (2014)  
7 (citation omitted). “An allegedly aggrieved person has standing...only if he shows that the land  
8 use decision has prejudiced him, or is likely to. To satisfy the prejudice requirement, a  
9 petitioner must show that he would suffer injury in fact as a result of the land use decision.”  
10 *Thompson v. City of Mercer Island*, 193 Wn. App. 653, 662, 375 P.3d 681 (2016) (citing  
11 *Chelan County v. Nykreim*, 146 Wn.2d 904, 934, 52 P.3d 1 (2002)). Injury in fact requires a  
12 “specific and perceptible” harm. *Id.* (quoting *Knight v. City of Yelm*, 173 Wn.2d 325, 341, 267  
13 P.3d 973 (2011)). That harm must run to the appellant—not to the public generally or to another  
14 individual who is not an appellant. A person is aggrieved or adversely affected by the land use  
15 decision when (1) the decision prejudiced or is likely to prejudice *that person*; (2) *that person’s*  
16 asserted interests are among those the jurisdiction was required to consider when it made the  
17 land use decision; and (3) a judgment in favor of *that person* would substantially eliminate or  
18 redress the prejudice to *that person* caused by the land use decision. *Knight*, 173 Wn.2d at 341.  
19 Neither Appellant Stewart nor Wetzel satisfies any of these conditions. The Examiner’s  
20 decision declining to provide notice to the Petition signers did not prejudice either Appellant  
21 or impact the interests of either Appellant. Likewise, any finding that the Petition signers  
22 should have received notice would not substantially eliminate or redress any prejudice to  
23 Appellants. *Id.*

24           As parties of record, Appellants received notice of the open record hearing and the  
25 DNS. Neither Appellant chose to appeal the DNS. Both Appellants were present at the open

1 record hearing and provided comment, written or oral, prior to and at the hearing. Appellants  
2 simply cannot demonstrate that they suffered an injury—a specific and perceptible harm—due  
3 to any lack of notice. Instead, Appellants only raise a concern as to whether the Petition signers  
4 should have received personal notice of the open record hearing and DNS (beyond the posting  
5 of the site, etcetera). Nothing precluded Appellants from fully participating in the open record  
6 hearing or filing subsequent motions for reconsideration and bringing this appeal, and none of  
7 the Petition’s actual signers joined in this appeal or brought an appeal of their own. Appellants  
8 do not have standing to challenge the sufficiency of notice because they cannot establish injury  
9 in fact. *Id.*

10 Pacific Ridge therefore requests that appeal issue 5.1 be summarily dismissed for lack  
11 of standing. SCC 30.72.075(1).

12 *iii. Appeal issue 5.4 should be summarily dismissed because it is without merit and*  
13 *beyond the scope of the Council’s jurisdiction.*

14 There is no requirement in County Code that a purchase and sale agreement be  
15 considered as part of the County’s review of a preliminary plat application or design review.  
16 Nor would the Hearing Examiner have any jurisdiction to base his review of this Project on  
17 the existence of any particular purchase and sale agreement, whether involving the County or  
18 any other entity. A hearing examiner may “exercise only those powers conferred either  
19 expressly or by necessary implication.” *Chaussee v. Snohomish County Council*, 38 Wash.  
20 App. 630, 689 P.2d 1084 (1984) (citing *State v. Munson*, 23 Wn. App. 522, 524, 597 P.2d 440  
21 (1979)); SCC 2.02.020.

22 The Council dismissed appeal issue 5.6, which alleged that the Examiner failed to  
23 consider whether the Project was consistent with the terms of a purchase and sale agreement  
24 between Pacific Ridge and the County. *See Motion No. 22-365.*

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

5 *See Motion No. 22-365.*

6 For the same reasons, Council should dismiss appeal issue 5.4, which alleges that the  
7 failure to disclose the purchase and sale agreement and its connection to the park and ride  
8 proposal rendered the land use review inadequate and incomplete. SCC 30.72.075(1); *Stewart-*  
9 *Wetzel Appeal* at 7:3-8. Any alleged failure to disclose the purchase and sale agreement is  
10 irrelevant to an evaluation for compliance with Code. Land use review cannot be inadequate  
11 and incomplete when it does not, in any way, hinge on consideration of a purchase and sale  
12 agreement. Appellants' claim on this basis is simply without merit on its face and beyond the  
13 scope of Council's jurisdiction, as was appeal issue 5.6. Pacific Ridge respectfully requests  
14 that appeal issue 5.4 be dismissed pursuant to SCC 30.72.075(1).

### 15 **III. MOTION TO STRIKE EVIDENCE NOT IN THE RECORD.**

16 An appeal before the County Council is a closed record appeal. SCC 30.72.110(1).  
17 "The hearing is limited to the record from the hearing examiner and all written argument timely  
18 filed with the council. New evidence shall not be allowed unless specifically requested by the  
19 council." *Id.* Appellant Wetzel filed a petition for reconsideration on July 15, 2022. In that  
20 petition for reconsideration, Appellant Wetzel included eight exhibits that were not before the  
21 Hearing Examiner during the open record hearing on June 14, 2022. Appellants incorporate  
22 and include these exhibits in their present appeal as "M.3, Ex.1-8." *Appellants' Exhibit List*,  
23 at 3. Because these documents were not included in the record before the Hearing Examiner at  
24 the open record hearing, they should be excluded from the record.

25 Nothing in Appellant Wetzel's exhibit lists constitutes "newly discovered evidence  
which could not reasonably have been produced at the open record hearing and which is

1 material to the decision.” As the Examiner stated in his First Reconsideration Decision, these  
2 documents were publicly available prior to the hearing and could have been reasonably  
3 obtained prior to the open record hearing. *First Reconsideration Decision*, at 5. As the  
4 Examiner noted, Appellant Wetzel’s ignorance of these documents until during or after the  
5 hearing was not a legal basis for reconsideration, and they should not be included in the record  
6 for the present appeal. *Id.* Appellant Wetzel’s correspondence with County employees after  
7 the June 14, 2022 open record hearing should be similarly disregarded for the same reason;  
8 that Appellant Wetzel was unaware of the facts giving rise to those communications until the  
9 hearing—when all information was publicly available prior to the hearing—is not a basis for  
10 inclusion of these communications in the record.

11 Finally, as discussed above, evidence of the park and ride and the purchase and sale  
12 agreement are not material to the decision. SCC 30.72.065(2)(e). The Examiner’s review of  
13 the proposal and its conformance with the requirements of Chapters 30.23A, 30.31A, and  
14 30.41D SCC, as well as applicable drainage, critical area, and grading requirements, did not  
15 hinge on evaluation of the purchase and sale agreement. Code simply does not require that  
16 County Staff or the Hearing Examiner consider a purchase and sale agreement as part of their  
17 review of a preliminary plat for compliance with applicable Code. Appellants’ attempt to  
18 include these additional documents under the guise of “newly discovered evidence” or  
19 evidence “material to the decision” is a non-starter and a red herring. There is no basis for  
20 inclusion of these exhibits, and Pacific Ridge respectfully requests that Exhibits M.3, 1–8,  
21 along with any reference to said exhibits, be stricken and excluded from the record.  
22 SCC 30.72.110(1).



1 SCC 30.91P.110(3); *see also* SCC 2.02.165(1)(c) (excluding persons who have only signed  
2 petitions or mechanically produced form letters).

3 The Hearing Examiner gave considerable attention to whether the Petition signers  
4 (Exhibit I.11) should be considered parties of record. *Second Reconsideration Decision*. The  
5 Examiner noted that none of the signatories provided individual comment or testimony.  
6 *Id.* at 3. Although the Petition expressly asked that the signers become parties of record, Code  
7 clearly limits party of record status only to those who individually comment or testify. *Id.* at 3  
8 (citing SCC 30.91P.110(3)). The Examiner found that to be considered a party of record,  
9 “a person must take the affirmative action of individually commenting or testifying. The  
10 county code definition of party of record explicitly excludes collective commenters.” *Id.*  
11 (emphasis theirs). As the Examiner stated, if the Code section meaning is plain on its face, then  
12 the Examiner must give effect to that meaning. *Id.* (citing *Robertson v. Washington State Parks*  
13 *& Recreation Commission*, 135 Wn. App. 1, 5, 145 P.3d 379 (2005)). The Petition contained  
14 collective comments, not individualized comments regarding the impact of the Project or  
15 specific concerns; despite their request to be parties of record, the Petition’s signatories did not  
16 meet the Code requirements to become parties of record.

17 Finally, it is important to recognize that not a single individual who signed the Petition  
18 filed an appeal to this Council. Therefore the Examiner’s conclusion that those individuals are  
19 not parties of record is conclusive as to their interests. County Code only allows “parties of  
20 record” to provide comment on this pending appeal. SCC 30.72.100(2)(a). In the event there  
21 is any submittal made to this appeal by a Petition signer, Pacific Ridge respectfully submits  
22 that such submittal cannot be considered under this appeal as such individuals are not parties  
23 of record.

1 **B. Council Should Deny Appeal Issue 5.2 Because the Hearing Examiner’s Review**  
2 **of the Project did Not Violate the Appearance of Fairness Doctrine.**

3 In analyzing whether the appearance of fairness doctrine applies, the relevant query is  
4 whether a “disinterested person, having been apprised of the totality of a board member’s  
5 personal interest in a matter being acted upon, [would] be reasonably justified in thinking that  
6 partiality may exist?” *City of Hoquiam v. Public Employment Relations Com’n of State of*  
7 *Wash.*, 97 Wn.2d 481, 488, 646 P.2d 129 (1982) (quoting *Swift v. Island County*, 87 Wn.2d  
8 348, 361, 552 P.2d 175 (1976)). The presumption is that “public officers will properly and  
9 legally perform their duties until the contrary is shown.” *Id.* at 489 (quoting *Rosso v. State*  
10 *Personnel Bd.*, 68 Wn.2d 16, 20, 411 P.2d 138 (1966)). Employment by the County is not a  
11 basis for disqualification of the Hearing Examiner, absent a clear showing of an actual conflict  
12 of interest or that the Examiner failed to remain objective, impartial, and free from any  
13 entangling influence in both fact and appearance. *Valley View Convalescent Home v.*  
14 *Department of Social & Health Services*, 24 Wn. App. 192, 200–01, 599 P.2d 1313 (1979).  
15 Aside from the mere fact that the County currently owns the property, Appellants have failed  
16 to describe with any particularity how the Hearing Examiner violated the appearance of  
17 fairness doctrine.

18 *i. The Hearing Examiner was not influenced by the purchase and sale agreement.*

19 Hearing Examiners are quasi-judicial figures, and the same common-law rules of  
20 disqualification applicable to judges apply. *Chicago, M., St. P. & P.R. Co. v. Washington State*  
21 *Human Rights Commission*, 87 Wn.2d 802, 807, 557 P.2d 307 (1976). “It is fundamental to  
22 our system that judges be fair and unbiased.” *Id.* “Basically, the critical concern in determining  
23 whether a proceeding satisfies the appearance of fairness doctrine is how it would appear to a  
24 reasonably prudent and disinterested person.” *Id.* at 810.

25 The Hearing Examiner spent considerable time in his Decision addressing issues raised  
concerning the appearance of fairness. *Decision*, at 5–6. The Hearing Examiner is an

1 independent position by law and is governed by a conflict of interest policy. SCC 2.02.060;  
2 2.02.070. Notably, Appellants do not allege that anyone attempted to improperly influence the  
3 Examiner under SCC 2.02.060 or that the Examiner acted improperly under SCC 2.02.070. It  
4 is ironic that Appellants argue under appeal issue 5.2 the Examiner was somehow influenced  
5 by the purchase and sale agreement. Yet, on the other hand, Appellants argue the Examiner  
6 should have considered the purchase and sale agreement in reviewing the Project (appeal issues  
7 5.4-5.6).

8 The Hearing Examiner is a County employee regardless of his decision regarding the  
9 Project. *Decision*, at 6. Further, the Hearing Examiner acknowledged that he had no knowledge  
10 of the underlying transaction; clearly, the purchase and sale agreement did not have any impact  
11 on the Hearing Examiner's decision to approve the Project with conditions. A reasonably  
12 prudent and disinterested person could not perceive any unfairness or improper influence in  
13 the Hearing Examiner's Decision because the Hearing Examiner was not aware of the  
14 underlying transaction. *Chicago*, 87 Wn.2d at 810; *Decision*, at 6. Appellants even  
15 acknowledged that the Hearing Examiner was not aware of the purchase and sale agreement.  
16 *Stewart-Wetzel Appeal*, at 26:12-23. Nonetheless, Appellants insist that the Hearing Examiner  
17 could not have made an impartial decision, despite this acknowledgement that he had no  
18 knowledge of the purchase and sale agreement.

19 ii. *Neither the Hearing Examiner nor his Office engaged in any prohibited ex parte*  
20 *communication.*

21 Neither the Hearing Examiner nor his Office engaged in any improper ex parte  
22 communications. The Hearing Examiner rules do not prohibit ex parte communications  
23 regarding procedural matters. *Hearing Examiner Rules of Procedure*, §1.4(c). Whether a  
24 person is considered a party of record is a procedural matter, not a substantive issue concerning  
25 the merits or facts of the matter under consideration by the Hearing Examiner. *Id.* at §1.4(b).

1 The prohibition against ex parte communication is aimed to prevent communication regarding  
2 substantive issues before the Examiner, not procedural matters. *Id.* Even then, the remedy is to  
3 disclose the communication. *Id.* at §1.4(d).

4 Whether or not the Petition’s signatories are parties of record does not impact the merits  
5 of the Project—it is procedural question whether those individuals are entitled to notice of the  
6 decisions made attendant to the Project. As discussed above, Code makes clear that those  
7 individuals were not entitled to notice. SCC 30.91P.110(3). Communications regarding this  
8 procedural issue do not qualify as an ex parte communication warranting disclosure by the  
9 Hearing Examiner at the open record hearing.

10 **C. The Council Should Deny Appeal Issue 5.3 Because the Revised Staff Report was**  
11 **not Untimely Nor are Appellants Aggrieved.**

12 A hearing on a Type 2 application is an open record hearing. SCC 30.72.050. An open  
13 record hearing creates the local government’s record through testimony and submission of  
14 evidence and information. *Viking JV, LLC v. City of Puyallup*, 22 Wn. App. 1, 12, 509 P.3d  
15 334 (2022) (quoting RCW 36.70B.020(3)). Open record hearings necessarily include the  
16 ability for County Staff and the applicant to fine-tune and make adjustments to the application  
17 and the County’s recommended conditions; the Hearing Examiner is permitted to request  
18 additional information or documents during the course of the hearing; the public is invited to  
19 comment on the proposal; and the applicant and County Staff are afforded the chance to  
20 respond to public comment.

21 County Staff timely submitted a staff report in accordance with SCC 30.72.040(2),  
22 providing that the staff report must be filed with the Hearing Examiner and made available for  
23 public review at least seven days before the open record hearing. A revised report was  
24 submitted the morning of the open record hearing, which was scheduled to begin at 2:00 p.m.  
25 *Decision*, at 11. At the hearing, the County is required to provide summary of its report and

1 the content of the project file. SCC 30.72.050(2). This summary is intended to provide  
2 information for the Hearing Examiner and the members of the public in attendance at the open  
3 record hearing. County Staff discussed the staff report during its presentation at the open record  
4 hearing, and it identified the changes made to the report in its testimony. *Decision*, at 11. Code  
5 permits each person participating in the hearing to introduce documentary or physical  
6 evidence, expressly allowing Staff to submit revised reports and information at the hearing.  
7 SCC 30.72.050(3)(b).

8 Open record hearings are just that—opportunities for submission of exhibits and  
9 additional information as needed for the Examiner to make a well-grounded decision on a  
10 proposal. *First Reconsideration Decision*, at 5. Staff’s revision of the staff report before  
11 commencement of the open record hearing does not constitute a procedural error. Appellants  
12 were not deprived of a meaningful opportunity to provide comment or review the staff report.  
13 Again, County Staff discussed the changes to the staff report during its presentation at the  
14 hearing—at which both Appellants were present—and the amended report also clearly  
15 identified the changes made. *Id.*; *Exhibit L.2* (changes are depicted in red). If any member of  
16 the public had comments regarding those revisions, they had ample opportunity to express  
17 those.

18 Finally, neither Stewart nor Wetzel have shown any particularized injury resulting from  
19 the revised staff report. SCC 30.72.070. Stewart and Wetzel readily commented and  
20 participated in the hearing process and were clearly apprised of all aspects of the Project.  
21 Neither Appellant is “aggrieved” as required by Code. Simply, Appellants use this issue to  
22 express their discontent with the Project as a whole. But, as is longstanding law, a member of  
23 the public’s general disapproval or disagreement with a Project is not lawful grounds for a  
24 jurisdiction to regulate a proposal. *Maranatha Min., Inc. v. Pierce County*, 59 Wn. App. 795,  
25 805, 801 P.2d 985 (1990).

1 **D. Council Should Deny Issue 5.4 Because the Hearing Examiner’s Review Process**  
2 **for the Project was Adequate and Complete.**

3 Code requires that the newly discovered evidence be material to the decision. SCC  
4 30.72.065(2)(e). While the purchase and sale agreement does not constitute new evidence, it  
5 also is not material to the Hearing Examiner’s Decision. The purchase and sale agreement is  
6 simply not relevant to whether the proposal for the Project satisfies the relevant Code  
7 provisions under Title 30 SCC. Appellants invite prejudice and error in their appeal; were the  
8 Examiner to consider the purchase and sale agreement, he would improperly expand his review  
9 beyond his quasi-judicial authority and taint the open record hearing process. SCC 2.02.020.

10 After the hearing, Appellants made inquiries with the County that led to information  
11 available prior to the open record hearing. These inquiries do not result in newly discovered  
12 evidence as Appellants could have made such inquiries at any time—the information has been  
13 available at all times relevant to the Project’s review. SCC 30.72.065(2)(e). The Hearing  
14 Examiner considered Appellant Wetzel’s petition and ruled that the purchase and sale  
15 agreement does not constitute newly discovered evidence because the facts and associated  
16 documents were publicly available prior to the hearing. *First Reconsideration Decision*, at 5.  
17 Indeed, Appellants could have reasonably discovered information regarding the purchase and  
18 sale agreement prior to the hearing as this information was publicly available.

19 Were the Council to remand the Project to the Hearing Examiner to add the purchase  
20 and sale agreement into the record, nothing would change the outcome of the Examiner’s  
21 review. Again, the Examiner cannot use a purchase and sale agreement as the basis for project  
22 review. Appellants do not provide any citation to Code that requires consideration of a  
23 purchase and sale agreement in the land use review process. Appellants attempt to invent some  
24 impropriety with respect to Pacific Ridge’s project design, choice of uses, and density. *See e.g.*  
25 *Appeal*, page 43. Pacific Ridge is entirely entitled to make decisions on types of uses or  
densities for a project on the basis of a purchase and sale agreement, market conditions, or any

1 other considerations so long as the project complies with Code, SEPA, and any other applicable  
2 regulatory authority.

3 The only question subject to the open record hearing process and Examiner review is  
4 whether whatever project the developer (applicant) designs is consistent with Code.  
5 Underlying motivations, market conditions, or any other background considerations are  
6 entirely irrelevant to the Examiner's review. It is Appellants who ask this Council to act  
7 improperly by suggesting the County should dictate design, uses, or densities as beyond what  
8 Code provides for. In doing so, Appellants improperly invite the Council to confuse its  
9 legislative and proprietary powers with the Council's quasi-judicial appeal review authority.  
10 Pacific Ridge respectfully requests the Council reject this invitation and find the Examiner  
11 properly handled the Project's review process.

#### 12 V. CONCLUSION

13 Based on the foregoing, Pacific Ridge respectfully requests this Council deny the  
14 appeal in its entirety.

15 DATED this 12<sup>th</sup> day of September, 2022.

16  
17 JOHNS MONROE MITSUNAGA  
KOLOUŠKOVÁ PLLC

18 By s/Duana T. Koloušková  
19 Duana T. Koloušková, WSBA #27532  
20 Mary Joy Dingle, WSBA #56852  
21 Attorneys for Applicant Pacific Ridge -  
DRH, LLC

22 2022-09-12 Response to Appeal 1632-89

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**DECLARATION OF SERVICE**

I, Evanna Charlot, am a citizen of the United States, resident of the State of Washington, and declare that on this date, I caused to be served a true and correct copy of the foregoing APPLICANT PACIFIC RIDGE-DRH, LLC'S RESPONSE TO KATRINA STEWART'S AND DEBORAH WETZEL'S APPEAL, upon all counsel and parties of record at the address and in the manner listed below.

Snohomish County Council  
Robert J. Drewel Building  
Eighth Floor  
3000 Rockefeller Ave., M/S 609  
Everett WA 98201

*Via email*  
[contact.council@snoco.org](mailto:contact.council@snoco.org)  
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*Via email:*  
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I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 12<sup>th</sup> day of September, 2022, in Bellevue, Washington.

s/Evanna L. Charlot  
Evanna L. Charlot



SNOHOMISH COUNTY COUNCIL

EXHIBIT # A.2FILE 21-107654 SPA/BSP

## Cathcart Crossing

### Land Disturbing Activity Permit URDS Narrative

#### Narrative:

The subject project (parcel 28053600301100) is located at the intersection of Cathcart Way and SR-9 in Snohomish, WA 98296. The site is vacant and contains ten wetlands, one stream and associated buffers.

The proposal is to develop the ±31-acre site into 286 townhome units and 2 commercial building pads totaling ±96,800 square feet. The property is zoned PCB which allows commercial and townhome residential uses which is consistent with the proposed development. The subject properties will be utilizing the BSP process to entitle the division of land for both commercial use and attached single-family residential use through the Condominium Act, Chapter 64.34 of the RCW; both proposed land uses are pursuant to Section 30.41D.010(2)(a) and 30.41D.010(2)(b) of the SCC.

The proposed development complies with the zone dimensional requirements including a 5' setback from right-of-way to townhome buildings and a 25' setback from right-of-way to commercial buildings. 10' building separation is provided between townhome buildings. Buildings will comply with the 40' height limit. The commercial buildings will comply with the 40' height limit; townhome buildings will comply with the height and bulk regulations applicable to MR zoning (45' height limit) per Snohomish County Code section 30.23.040(1).

The minimum density for the site is 54.4 units and the maximum number of dwelling units allowed is 345. The proposed project includes a new spine road to create access to the development. The primary site access is proposed to align with the entrance to the Cathcart Way Operations Center with the road connecting to SR-9. This spine road will also serve the three parcels to the south if development occurs in the future. A new right-in/right-out access is proposed to SR-9.

The site is designed for connectivity with pedestrian walkways located adjacent to buildings for ease of use. Open space and recreation facilities are provided in the northwest corner of the site and along the south property line near the south entrance to SR-9. 100 square feet of recreation space is required for each unit (28,600 square feet total), 34,171 square feet are provided. 82% of the recreation space proposed is intended to active uses.

**Exhibit A.2**

**PFN: 21-107654 SPA/BSP**

Landscaping and Tree Retention is being provided in accordance with SCC requirements. Required tree retention is met through 49% of tree canopy preserved in the western and central portions of the site around critical areas.

The proposed development provides parking in accordance with SCC requirements. There are 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 restaurant. There is a total of 572 stalls for the townhomes, the restaurant has 21 stalls available, the mini-storage has 15 stalls available, and 57 off-street parking stalls are also provided for a grand total of 665 stalls, or an average of 2.2 stalls per proposed townhome.

The project will be served by both public sewer and water from Silver Lake Water and Sewer District. Stormwater detention is proposed in accordance with County Standards. Stormwater detention facilities are proposed along the northeast corner of the site. A dispersion trenches are proposed site near Wetlands C-CSII, K-CSII and I-CSII. Water quality standards are proposed in accordance with County Standards, with separate underground infrastructure provided for the proposed restaurant to the northwest.

## Project Analysis:

### **Bulk Regulations:**

Parcel Number: 28053600301100

Zoning: PCB

Building Setbacks: 25' Public Road

5' Right-of Way

0' Drive Aisles

Max. Building Height: 40' (MR zoning bulk requirements will be applicable to Townhouse buildings)

Max. Lot Coverage: None

Perimeter Landscaping:

10 ft-Type B adjacent to Cathcart Way

10 ft-Type B adjacent to internal spine road

The proposed buildings in this development all meet the required above minimum standards.

## Urban Residential Design Standards:

The project is subject to the URDS as it is new development within the UGA and does not meet any of the exemption criteria.

SCC 30.23A.030 is applicable, as this site is proposing a townhome development in the PCB zone through Administrative Site Plan Review. These compatibility design standards are required for townhomes proposed adjacent to properties possessing a lower intensity designation per the Future Land Use map of the Comp Plan, and due to adjacent non-urban zones to the east and south. 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-9.600) through alterations in roof pitch and upstairs balconies, and (g) providing landscaped estate-style fencing.

Section 30.23A.040 is not applicable as there are no detached single-family dwellings or duplexes dwellings are proposed.

Section 30.23A.050 is applicable as townhome units are proposed. Per Section 30.23A.050(3), the project meets a, d, & f of the architectural design element requirements. The site plan calls for buildings to be arranged around roads and open spaces. A system of paths is proposed to provide an integrated pedestrian circulation system that connects buildings, common spaces and parking areas. Parking areas are proposed to be divided into small groupings with landscaping features separating clusters of stalls. Exterior lighting and architectural design elements on site will meet code requirements. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

The townhouse buildings are designed to provide changes in the roofline at intervals not greater than 40', bays or changes to the wall plane at the front (and side) façades of the buildings, and stepbacks (modulation) of the façade at intervals not greater than 30'. All buildings will have 8 or fewer attached dwelling units, with building separations meeting the minimum requirements of the IRC as adopted per SCC 30.5. Building Façades shall meet a transparency standard of 20%, occurring at all facades with pedestrian entrances. All primary pedestrian entrances will be provided with sheltering porch roofs, with visually distinct differences in design, such that no more than one third of the entrances on any given building are matching in configuration or design. These design elements are identified in the proposed architectural design exhibits included with this submittal.

Section 30.23A.060 of the SCC is not applicable as multifamily dwelling units are not proposed.

Section 30.23A.070 is applicable as townhome units are proposed. The site plan calls for buildings to be arranged around roads and open spaces. Building orientations as proposed are in compliance as the primary entrances all face the drive aisle. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

Section 30.23A.080 requires that 100 SF per unit of open space is required, for a total of 28,600 SF. This project proposes 34,171 SF of open space which is designated for active use. A sport court, playground facilities for a variety of ages and abilities, benches and picnic areas, open grass, and trail network are proposed for the open space.

Section 30.23A.090 is applicable as required and provided landscaping is proposed. 10% of the total parcel area is required to be landscaped which equals 135,029 SF. 717,583 SF is provided which is beyond the required area.

Section 30.23A.100 is applicable as an Administrative Site Plan meeting the requirement of this section is provided in this submittal.

Section 30.23A.110 is applicable as all proposed utilities will be located underground. Existing underground utilities along Cathcart Way will remain underground and not be disturbed as part of the development. The existing above ground electrical transmission lines located at the intersection of Cathcart Way & SR-9 will remain above ground as allowed by this section.



## Cathcart Crossing PCB Zone Preliminary Site Plan Approval (SPA) Narrative

### Narrative:

The subject project (parcel 28053600301100) is located at the intersection of Cathcart Way and SR-9 in Snohomish, WA 98296. The site is vacant and contains ten wetlands, one stream and associated buffers.

The proposal is to develop the ±31-acre site into 286 townhome units and 2 commercial building pads totaling ±96,800 square feet. The property is zoned PCB which allows commercial and townhome residential uses which is consistent with the proposed development. The subject properties will be utilizing the BSP process to entitle the division of land for both commercial use and attached single-family residential use through the Condominium Act, Chapter 64.34 of the RCW; both proposed land uses are pursuant to Section 30.41D.010(2)(a) and 30.41D.010(2)(b) of the SCC.

The proposed development complies with the zone dimensional requirements including a 5' setback from right-of-way to townhome buildings and a 25' setback from right-of-way to commercial buildings. 10' building separation is provided between townhome buildings. Buildings will comply with the 40' height limit. The commercial buildings will comply with the 40' height limit; townhome buildings will comply with the height and bulk regulations applicable to MR zoning (45' height limit) per Snohomish County Code section 30.23.040(1).

The minimum density for the site is 54.4 units and the maximum number of dwelling units allowed is 345. The proposed project includes a new spine road to create access to the development. The primary site access is proposed to align with the entrance to the Cathcart Way Operations Center with the road connecting to SR-9. This spine road will also serve the three parcels to the south if development occurs in the future. A new right-in/right-out access is proposed to SR-9.

The site is designed for connectivity with pedestrian walkways located adjacent to buildings for ease of use. Open space and recreation facilities are provided in the northwest corner of the site and along the south property line near the south entrance to SR-9. 100 square feet of recreation space is required for each unit (28,600 square feet total), 34,171 square feet are provided. 82% of the recreation space proposed is intended to active uses.

Landscaping and Tree Retention is being provided in accordance with SCC requirements. Required tree retention is met through 49% of tree canopy preserved in the western and central portions of the site around critical areas.

The proposed development provides parking in accordance with SCC requirements. There are 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 restaurant. There is a total of 572 stalls for the townhomes, the restaurant has 21 stalls available, the mini-storage has 15 stalls available, and 57 off-street parking stalls are also provided for a grand total of 665 stalls, or an average of 2.2 stalls per proposed townhome.

The project will be served by both public sewer and water from Silver Lake Water and Sewer District. Stormwater detention is proposed in accordance with County Standards. Stormwater detention facilities are proposed along the northeast corner of the site. A dispersion trenches are proposed site near Wetlands C-CSII, K-CSII and I-CSII. Water quality standards are proposed in accordance with County Standards, with separate underground infrastructure provided for the proposed restaurant to the northwest.

## Project Analysis:

### **Bulk Regulations:**

Parcel Number: 28053600301100

Zoning: PCB

Building Setbacks: 25' Public Road

5' Right-of Way

0' Drive Aisles

Max. Building Height: 40' (MR zoning bulk requirements will be applicable to Townhouse buildings)

Max. Lot Coverage: None

Perimeter Landscaping:

10 ft-Type B adjacent to Cathcart Way

10 ft-Type B adjacent to internal spine road

The proposed buildings in this development all meet the required above minimum standards.

## Urban Residential Design Standards:

The project is subject to the URDS as it is new development within the UGA and does not meet any of the exemption criteria.

SCC 30.23A.030 is applicable, as this site is proposing a townhome development in the PCB zone through Administrative Site Plan Review. These compatibility design standards are required for townhomes proposed adjacent to properties possessing a lower intensity designation per the Future Land Use map of the Comp Plan, and due to adjacent non-urban zones to the east and south. 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-9.600) through alterations in roof pitch and upstairs balconies, and (g) providing landscaped estate-style fencing.

Section 30.23A.040 is not applicable as there are no detached single-family dwellings or duplexes dwellings are proposed.

Section 30.23A.050 is applicable as townhome units are proposed. Per Section 30.23A.050(3), the project meets a, d, & f of the architectural design element requirements. The site plan calls for buildings to be arranged around roads and open spaces. A system of paths is proposed to provide an integrated pedestrian circulation system that connects buildings, common spaces and parking areas. Parking areas are proposed to be divided into small groupings with landscaping features separating clusters of stalls. Exterior lighting and architectural design elements on site will meet code requirements. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

The townhouse buildings are designed to provide changes in the roofline at intervals not greater than 40', bays or changes to the wall plane at the front (and side) façades of the buildings, and stepbacks (modulation) of the façade at intervals not greater than 30'. All buildings will have 8 or fewer attached dwelling units, with building separations meeting the minimum requirements of the IRC as adopted per SCC 30.5. Building Façades shall meet a transparency standard of 20%, occurring at all facades with pedestrian entrances. All primary pedestrian entrances will be provided with sheltering porch roofs, with visually distinct differences in design, such that no more than one third of the entrances on any given building are matching in configuration or design. These design elements are identified in the proposed architectural design exhibits included with this submittal.

Section 30.23A.060 of the SCC is not applicable as multifamily dwelling units are not proposed.

Section 30.23A.070 is applicable as townhome units are proposed. The site plan calls for buildings to be arranged around roads and open spaces. Building orientations as proposed are in compliance as the primary entrances all face the drive aisle. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

Section 30.23A.080 requires that 100 SF per unit of open space is required, for a total of 28,600 SF. This project proposes 34,171 SF of open space which is designated for active use. A sport court, playground facilities for a variety of ages and abilities, benches and picnic areas, open grass, and trail network are proposed for the open space.

Section 30.23A.090 is applicable as required and provided landscaping is proposed. 10% of the total parcel area is required to be landscaped which equals 135,029 SF. 717,583 SF is provided which is beyond the required area.

Section 30.23A.100 is applicable as an Administrative Site Plan meeting the requirement of this section is provided in this submittal.

Section 30.23A.110 is applicable as all proposed utilities will be located underground. Existing underground utilities along Cathcart Way will remain underground and not be disturbed as part of the development. The existing above ground electrical transmission lines located at the intersection of Cathcart Way & SR-9 will remain above ground as allowed by this section.

## BP, PCB, NB, & IP Zones – General Performance Standards:

The project is subject to the General Performance Standards as development located with the Planned Community Business Park zone. The project is compliant as described below.

- (1) 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;*

Response: No offensive odors, dust, smoke, gas, or electronic disturbances will result from the use of the proposed commercial or residential activities. No manufacturing nor industrial activity normally associated with adverse noise and air quality concerns will take place.

- (2) 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;*

Response: Please reference the Phasing Plan (Sheet 1.13) included with this submittal's plan set. Three phases of construction are proposed with the first phase include both commercial lots (BSP Lot 1 & 2) and a portion of the proposed townhome units. The second and third phase will incrementally include the build out of the remaining townhomes proposed.

- (3) Building Design. Buildings shall be designed to be compatible with their surroundings, both within and adjacent to the zone;*

Response: Architectural elements and materials selection will be derived in compliance with the County's Urban Residential Design Standards (Chapter 30.23A of the SCC) and fully expressed at the time of building permit submittal for each structure or group of structures. Some design aspects to be included are limited roofline intervals, wall plate and façade line breaks, limited groupings of residential units, transparency standards for pedestrian entryways, and pedestrian sheltering. Please reference the URDS submittal and associated architectural design exhibits submitted concurrent with this application.

- (4) 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;*

Response: Restrictive covenants will be implemented to appropriately benefit or burden all lots and tracts within the proposal utilizing shared infrastructure, including but not limited the management, maintenance, and operation of stormwater facilities, other utility infrastructure, vehicle access, pedestrian pathways, recreation areas and equipment, and landscaping. Please reference the BSP and civil plan set for references to recorded covenants and restrictions.

- (5) *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;*

Response: The proposal is located with the Urban Commercial (UCOMM) Future Land Use Comp Plan Designation and not located within the Urban Village (UV) Designation. Therefore, the proposal intends to meet the requirements listed in Chapter 30.26 SCC by providing a total of 68 off-street/guest parking stalls in addition to the required parking stalls individually required for each proposed land use.

- (6) *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;*

Response: Two monument signs are proposed for the two entrances along the new spline road, which serve as access point for internal circulation of BSP Lot 2 and Lot 3. It is assumed that each of the commercial lots will apply for a sign permit at the time of building permit submittal. As a result of an approved BSP all lots will be bound to follow SCC requirement for signage permitting, design, and dimensional standards.

- (7) *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*

Response: Due to the nature of the residential occupancy and commercial activity proposed, some noise will emit from the area, but it is not anticipated to exceed the common ambient level of noise associated with these same land uses. Activity should be limited to the permitted daytime operating hours as stipulated by SCC. Additionally, the proposed use of BSP Lot 1 as a restaurant is positioned farther away from the residential land uses to the east, creating an additional buffer between differing land use. Mini storage facilities often have access restricted hours for safety reasons, which supports the limitation of noise produced by activity on BSP Lot 2.

- (8) *Landscaping. General landscaping and open space requirements shall be in accordance with chapter 30.25 SCC.*

Response: The landscaping design and fencing methods proposed will support continuity between differing land uses onsite. Landscaping will be placed along property boundaries to soften and enhance neighborhood livability and compatibility with the surrounding area. Landscaping has also been increased to meet compatibility design standards associated with Snohomish County's URDS. Please reference the Landscaping Plan include with this submittal detailing tree placement, groundcover, and natural open space environments.



## Cathcart Crossing Land Disturbing Activity URDS Narrative

### Narrative:

The subject project (parcel 28053600301100) is located at the intersection of Cathcart Way and SR-9 in Snohomish, WA 98296. The site is vacant and contains ten wetlands, one stream and associated buffers.

The proposal is to develop the ±31-acre site into 286 townhome units, and 2 commercial building pads totaling ±96,800 square feet for use as a restaurant and mini storage facility. The property is zoned Planned Community Business (PCB) which permits restaurants, mini storage facilities and townhomes, making the proposed development consistent with the permitted land uses of the PCB zoning district. The proposed development complies with the zone dimensional requirements including a 5' setback from right-of-way to townhome buildings and a 25' setback from right-of-way to commercial buildings. A 10' building separation is provided between townhome buildings.. The commercial buildings will comply with the 40' height limit; townhome buildings will comply with the height and bulk regulations applicable to MR zoning (45' height limit) per Snohomish County Code section 30.23.040(1).

The minimum density for the site is 54.4 units and the maximum number of dwelling units allowed is 345. The proposed project includes a new spine road to create access to the development. The primary site access is proposed to align with the entrance to the Cathcart Way Operations Center with the road connecting to SR-9. This spine road will also serve the three parcels to the south if development occurs in the future. A new right-in/right-out access is proposed to SR-9.

The site is designed for connectivity with pedestrian walkways located adjacent to buildings for ease of use. Open space and recreation facilities are provided in the northwest corner of the site and along the south property line near the south entrance to SR-9. 100 square feet of recreation space is required for each unit (28,600 square feet total), 34,171 square feet are provided. 82% of the recreation space proposed is intended to active uses.

Landscaping and Tree Retention is being provided in accordance with SCC requirements. Required tree retention is met through 49% of tree canopy preserved in the western and central portions of the site around critical areas. Areas disturbed for stormwater and postal service infrastructure have been excluded from the tree canopy retention percentage. As part of the project's wetland mitigation plan, one new wetland is proposed as an enhancement for buffer reduction.

The proposed development provides parking in accordance with SCC requirements. Two parking stalls are provided per townhome in both the garage and driveway areas, totaling 572 stalls. 68 off-street parking stalls are also provided for a grand total of 640 stalls, or an average of 2.2 stalls per proposed townhome.

The project will be served by both public sewer and water from Silver Lake Water and Sewer District. Stormwater detention is proposed in accordance with County Standards. Stormwater detention facilities are proposed along the northeast corner of the site, and dispersion trenches are proposed site near Wetlands C-CSII, K-CSII and I-CSII. Water quality standards are proposed in accordance with County Standards.

## Project Analysis:

### **Bulk Regulations:**

Parcel Number: 28053600301100

Zoning: PCB (Planned Community Business)

Future Land Use: UCOMM (Urban Commercial)

Setbacks:

Res./Multi-family/Rural Zones – 10'

Comm./Ind. Zones – 0'

Public Roads – 25'

Right -of-way – 5'

Drive Aisles – 0'

Max. Building Height: 40' (MR zoning bulk requirements will be applicable to Townhouse buildings)

Max. Lot Coverage: None

10 ft-Type B adjacent to Cathcart Way

10 ft-Type B adjacent to internal spine road

The proposed buildings in this development all meet the required above minimum standards.

## Urban Residential Design Standards:

The project is subject to the URDS as it is new development within the UGA and does not meet any of the exemption criteria.

Section 30.23A.030 of the SCC is applicable, as this site is proposing a townhome development in the PCB zone. The proposed use is compatible with the allowed use for the zone.

Section 30.23A.040 of the SCC is not applicable as there are no detached single-family dwellings or townhomes proposed.

Section 30.23A.050 of the SCC is applicable as townhome units are proposed. Per Section 30.23A.050, the project meets a, d, & f of the architectural design element requirements. The site plan calls for buildings to be arranged around roads and open spaces. A system of paths is proposed to provide an integrated pedestrian circulation system that connects buildings, common spaces and parking areas. Parking areas are proposed to be divided into small groupings with landscaping features separating clusters of stalls. Exterior lighting and architectural design elements on site will meet code requirements. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

The townhouse buildings are designed to provide changes in the roofline at intervals not greater than 40', bays or changes to the wall plane at the front (and side) façades of the buildings, and setbacks (modulation) of the façade at intervals not greater than 30'. All buildings will have 8 or fewer attached dwelling units, with building separations meeting the minimum requirements of the IRC as adopted per SCC 30.5. Building Façades shall meet a transparency standard of 20%, occurring at all facades with pedestrian entrances. All primary pedestrian entrances will be provided with sheltering porch roofs, with visually distinct differences in design, such that no more than one third of the entrances on any given building are matching in configuration or design. These design elements are identified in the proposed architectural design exhibits included with this submittal.

Section 30.23A.070 of the SCC is applicable as townhome units are proposed. The site plan calls for buildings to be arranged around roads and open spaces. Building orientations as proposed are in compliance as the primary entrances all face the drive aisle. Each townhome includes a prominent primary pedestrian entry area (dooryard) connecting to walkways and roads.

Section 30.23A.080 of the SCC requires that 100 SF per unit of open space is required, for a total of 28,600 SF. This project proposes 34,171 SF of open space which is designated for active use. A sport court, playground facilities for a variety of ages and abilities, benches and picnic areas, open grass, and trail network are proposed for the open space.

Section 30.23A.090 of the SCC is applicable as required and provided landscaping is proposed. 10% of the total parcel area is required to be landscaped which equals 135,029 SF. 717,583 SF is provided which is beyond the required area.

Section 30.23A.100 of the SCC is applicable as an Administrative Site Plan meeting the requirement of this section is provided in this submittal.

Section 30.23A.110 of the SCC is applicable as all proposed utilities will be located underground. Existing underground utilities along Cathcart Way will remain underground and not be disturbed as part of the development. The existing above ground electrical transmission lines located at the intersection of Cathcart Way & SR- 9 will remain above ground as allowed by this section.

## Abbott, Stacey

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**From:** William Cornell <wcornell@pregodonnell.com>  
**Sent:** Tuesday, June 7, 2022 6:05 PM  
**To:** Abbott, Stacey  
**Cc:** John Vincent Mirante; Jasmine Reddy  
**Subject:** Cathcart Crossing

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

Dear Ms. Abbott:

We are counsel for Pacific Ridge Homes (“applicant”) and write in support of a proposal to develop Cathcart Crossing. We understand you have requested clarification concerning the application of Snohomish County’s Binding Site Plan to the applicant’s proposal.

The applicant’s proposal for Cathcart Crossing (the “Project”) complies with applicable Snohomish County Code (“SCC”). The applicant proposes that the project be developed as a binding site plan (“BSP”) pursuant to SCC Chapter 30.41D. The central purpose behind a BSP is to ensure “through covenants, conditions, restrictions, [easements](#), and other requirements binding upon all [lot](#) owners that the collective [lots](#) continue to function as one [site](#) concerning but not limited to [public roads](#), improvements, open spaces, [drainage](#), and other elements specified in this chapter.” SCC 30.41D.010(1).. A BSP is appropriate for projects when there has been a “division of land resulting from subjecting a portion of a parcel or tract to the Horizontal Property Regimes Act, chapter [64.32](#) RCW, or the [Condominium](#) Act, chapter [64.34](#) RCW.” SCC 30.41D.010(2)(b). Conversely, a BSP is not appropriate when the project involves divisions for commercial or industrial zoned land when such lands are being used only for single [family](#) or multifamily residential purposes, or proposed for such residential purposes, except when the division is proposed pursuant to SCC [30.41D.010\(2\)\(b\)](#).” SCC 30.41D.010(3)(d).

Here, the Project does not involve exclusively single or multifamily residential development. The Project consists of two units: (1) a Commercial unit comprised of a drive through food service establishment and a self-serve storage facility; and (2) a Residential Unit comprised of 286 attached single family residences. Both units will be governed by the appropriate covenants, conditions, and restrictions which will be recorded together with a survey that describes the location of common areas, easements, tracts and the like. The Commercial Unit(s) will be developed as a Condominium consistent with RCW 64.90.010. Although RCW 64.34 does not apply to condominiums created after July 1, 2018, the Commercial unit(s) can be developed as a condominium pursuant to RCW 64.90. The Commercial unit(s) will be created by a declaration of condominium. The Residential unit(s) will be created and developed as a Unit Lot Subdivision also subject to a declaration containing appropriate covenants, conditions, and restrictions. Governance of the Project will ensure that it functions as one site. The Project will include a Master Association and two sub associations: commercial and residential. The governing documents will include the appropriate mechanism for sharing in the obligation and expense associated with maintenance of improvements, open spaces, [drainage](#), and other elements.

We hope this email is of assistance. Please do not hesitate to contact us with any questions.



Seattle Portland Anchorage

**William T. Cornell**

Member

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**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	<b>Silver Lake Water and Sewer District</b>
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 application<sup>1</sup> 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 waiver<sup>2</sup> of the 120-day clock.

## Environmental Review (SEPA) (Chapter 30.61 SCC)

A Determination<sup>3</sup> 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 83<sup>rd</sup> Avenue SE. Additional offsite wetlands are located to the north of Cathcart Way and west of 83<sup>rd</sup> Avenue SE. Elevations onsite range from approximately 285-feet to 340 feet above mean sea level.

## Surrounding Uses/Zoning

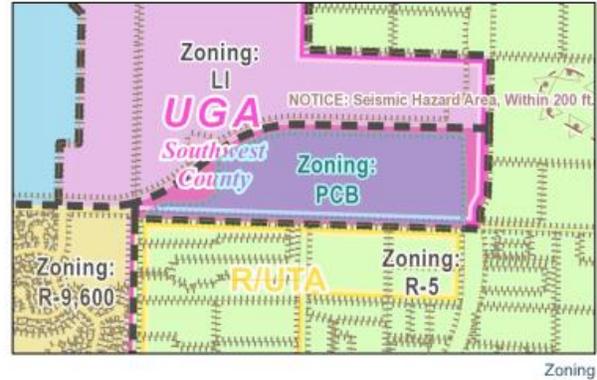
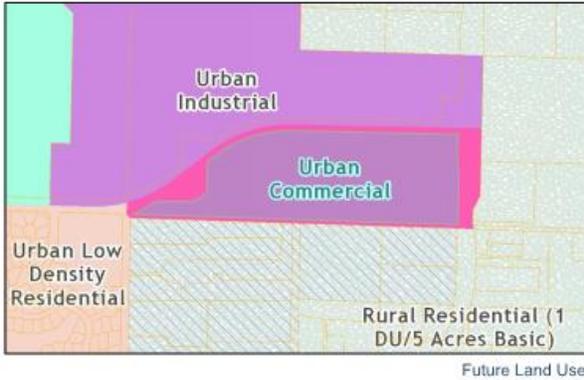
Location	Existing	Zoning
Subject property	Vacant	PCB
North of subject property	Governmental maintenance facility	Light Industrial (LI)
South of subject property	Residential	Rural 5-acre (R-5)
East of subject property	Residential	Rural 5-acre (R-5)
West of subject property	Governmental maintenance facility	Light Industrial (LI)

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<sup>1</sup>Exhibit A.1

<sup>2</sup> Exhibit A.3

<sup>3</sup> Exhibit E.1



### Issues of Concern

Public comments<sup>4</sup> were received regarding this development. All issues raised were reviewed and considered. The applicant has submitted a written response<sup>5</sup> 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 analysis<sup>6</sup> 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).

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<sup>4</sup> Exhibits I

<sup>5</sup> Exhibits K.1 and K.2

<sup>6</sup> 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 narrative<sup>7</sup> 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-9,600<sup>8</sup>) 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 narrative<sup>9</sup> 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 drawings<sup>10</sup> 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.

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<sup>7</sup> Exhibit A.2

<sup>8</sup> It is noted the surrounding zoning of R-5 is the applicable Non-Urban Zones as shown in Table 30.23A.030(2) SCC.

<sup>9</sup> Exhibit A-2

<sup>10</sup> 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 plans<sup>11</sup> 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, 87<sup>th</sup> Ave SE, and 148<sup>th</sup> 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 plan<sup>12</sup> 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.

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<sup>11</sup> Exhibit B.5

<sup>12</sup> 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 information<sup>13</sup> 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 Plan<sup>14</sup>.

- *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.

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<sup>13</sup> Exhibit A.2

<sup>14</sup> 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 plan<sup>15</sup>.

- *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 plans<sup>16</sup> demonstrate compliance with SCC 30.25.

As shown and along with recommended conditions, the proposal will meet the applicable performance standards.

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<sup>15</sup> Exhibit B.5

<sup>16</sup> 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 letters<sup>17</sup> 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.*

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<sup>17</sup> 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 Survey<sup>18</sup> 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 Survey<sup>19</sup> 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.*

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<sup>18</sup> Exhibit

<sup>19</sup> 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 Plan<sup>20</sup> and is further detailed as part of the civil plan set<sup>21</sup>.*

### **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 approval<sup>22</sup> (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.

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<sup>20</sup> Exhibit B.1

<sup>21</sup> Exhibit C.2

<sup>22</sup> 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 83<sup>rd</sup> 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 83<sup>rd</sup> Avenue SE. Additional offsite wetlands are located to the north of Cathcart Way and west of 83<sup>rd</sup> Avenue SE. These offsite critical areas to the north of Cathcart Way and west of 83<sup>rd</sup> 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 83<sup>rd</sup> 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 assessment<sup>23</sup> 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 148<sup>th</sup> 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.

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<sup>23</sup> 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*<sup>24</sup> 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

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<sup>24</sup> 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 evaluation<sup>25</sup> of the site that concluded that there were no areas on site that are considered Geologically Hazardous Areas.

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<sup>25</sup> 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 report<sup>26</sup> and on the Engineered Construction Plans<sup>27</sup>.

### **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).

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<sup>26</sup> Exhibit C.2

<sup>27</sup> 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 Geotech<sup>28</sup> 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 Report<sup>29</sup>. 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.

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<sup>28</sup> Ex – Geotechnical report, page 13

<sup>29</sup> 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, 93,800<sup>30</sup> square feet (SF) of self-storage, and 3,000<sup>31</sup> 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 "87<sup>th</sup> Ave SE" (Road A) from Cathcart Way to the 90-degree elbow and becomes 148<sup>th</sup> 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

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<sup>30</sup> 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.

<sup>31</sup> 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 – 164<sup>th</sup> 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 – 164<sup>th</sup> 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 10<sup>th</sup> 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	=	720.55
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	=	61.49
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	=	49.99

\* 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		= <b>2,955.71</b>
Net New PM Peak Hour Trips (AM PHT)	131.56+9.38+61.49		= <b>202.43</b>
Net new PM Peak Hour Trips (PM PHT)	160.16+15.95+49.99		= <b>226.10</b>

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	=	720.55
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	=	61.49
Net new PM PHT	Total Sq. Ft.*	PM PHT per 1,000 Sq. Ft.*			ADT	5% TDM Credit**			Net ADT	Pass-by (49 50%)***			New PM PHT
	3,000	X	32.67	=	98.01	-	0	=	98.01	-	49.01	=	49.00

\* 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><b>2,955.71</b></u>
<u>Net New PM Peak Hour Trips (AM PHT)</u>	<u>131.56+9.38+61.49</u>	=	<u><b>202.43</b></u>
<u>Net new PM Peak-Hour Trips (PM PHT)</u>	<u>160.16+15.95+<b>49.00</b></u>	=	<u><b>225.11</b></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 <b>Residential</b> Road System Impact Fee (Line 7 x Line 8):	<b>1,050,947.04</b>
	TSA D commercial mitigation rate per ADT:	\$426.00
9	Total <b>Commercial</b> Road System Impact Fee (Line 7 x Line 8):	<b>\$367,292.94</b>
10	Number of New Dwelling Units to be Constructed:	286
11	<b>Amount to be paid per New Dwelling Unit:</b> (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	<b>Amount to be paid per Sq. Ft.:</b> (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	<b>Amount to be paid per Sq. Ft.:</b> (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 **148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 (87<sup>th</sup> Ave SE and 148<sup>th</sup> 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” 87<sup>th</sup> Ave SE and 148<sup>th</sup> Street SE) in the traffic study<sup>32</sup>. 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 148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 request<sup>33</sup> 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.

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<sup>32</sup> Exhibit C.1

<sup>33</sup> 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 87<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 148<sup>th</sup> 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 (“87<sup>th</sup> Ave SE” and 148<sup>th</sup> 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, **148<sup>th</sup> 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 148<sup>th</sup> 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 1<sup>st</sup> to 2<sup>nd</sup> 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).~~

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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 87<sup>th</sup> Ave SE, 148<sup>th</sup> 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 District<sup>34</sup> the district has capacity to serve the proposed project with water and sewer. Snohomish County PUD<sup>35</sup> 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.

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<sup>34</sup> Exhibit G.1

<sup>35</sup> 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.

<b>Road System Impact Fee Allocation Table – Residential townhomes</b>			
<b>To TSA</b>	<b>Total Amount</b>	<b>Amount per dwelling unit</b>	<b>Transaction Code</b>
<b>TSA A</b>	\$735.66	\$2.57	5207
<b>TSA B</b>	\$3,363.03	\$11.76	5208
<b>TSA C</b>	\$2,627.37	\$9.19	5209
<b>TSA D</b>	\$753,003.55	\$2,632.88	5210
<b>TSA E</b>	\$71,674.59	\$250.61	5211
<b>TSA F</b>	\$219,542.84	\$767.63	5212
<b>Total Owed: \$1,050,947.04</b>		<b>Total per dwelling: \$3,674.64</b>	

<b>Road System Impact Fee Allocation Table – Mini-Warehouse</b>		
<b>To TSA</b>	<b>Total Amount</b>	<b>Transaction Code</b>
<b>TSA A</b>	\$42.24	5207
<b>TSA B</b>	\$193.08	5208
<b>TSA C</b>	\$150.85	5209
<b>TSA D</b>	\$43,232.63	5210
<b>TSA E</b>	\$4,115.10	5211

<b>TSA F</b>	\$12,604.74	5212
<b>Total Owed: \$60,338.64</b>		

<b>Road System Impact Fee Allocation Table – Fast-Food Restaurant</b>		
<b>To TSA</b>	<b>Total Amount</b>	<b>Transaction Code</b>
<b>TSA A</b>	\$214.87	5207
<b>TSA B</b>	\$982.25	5208
<b>TSA C</b>	\$767.39	5209
<b>TSA D</b>	\$219,932.76	5210
<b>TSA E</b>	\$20,934.28	5211
<b>TSA F</b>	\$64,122.75	5212
<b>Total Owed: \$306,954.30</b>		

~~**\$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.

<b>Road System Impact Fee Allocation Table – Residential townhomes</b>			
<b>To TSA</b>	<b>Total Amount</b>	<b>Amount per dwelling unit</b>	<b>Transaction Code</b>
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<b>TSA F</b>	\$219,542.84	\$767.63	5212
<b>Total Owed: \$1,050,947.04</b>		<b>Total per dwelling: \$3,674.64</b>	

<b>Road System Impact Fee Allocation Table – Mini-Warehouse</b>		
<b>To TSA</b>	<b>Total Amount</b>	<b>Transaction Code</b>
<b>TSA A</b>	\$42.24	5207
<b>TSA B</b>	\$193.08	5208
<b>TSA C</b>	\$150.85	5209
<b>TSA D</b>	\$43,232.63	5210
<b>TSA E</b>	\$4,115.10	5211
<b>TSA F</b>	\$12,604.74	5212
<b>Total Owed: \$60,338.64</b>		

<b>Road System Impact Fee Allocation Table – Fast-Food Restaurant</b>		
<b>To TSA</b>	<b>Total Amount</b>	<b>Transaction Code</b>
<b>TSA A</b>	\$214.87	5207
<b>TSA B</b>	\$982.25	5208
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<b>TSA D</b>	\$219,932.76	5210
<b>TSA E</b>	\$20,934.28	5211
<b>TSA F</b>	\$64,122.75	5212
<b>Total Owed: \$306,954.30</b>		

~~\$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 148<sup>th</sup> 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 (87<sup>th</sup> 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 148<sup>th</sup> 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 (148<sup>th</sup> 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 87<sup>th</sup> Ave SE shall be completed to the satisfaction of Snohomish County.
65. The road establishment and construction of 148<sup>th</sup> Street SE and 87<sup>th</sup> 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 148<sup>th</sup> Street SE and State Route 9 shall be completed to the satisfaction of the WSDOT and Snohomish County.
69. The channelization of Cathcart Way, 87<sup>th</sup> Ave SE, and 148<sup>th</sup> 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 148<sup>th</sup> 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, 87<sup>th</sup> Ave SE and 148<sup>th</sup> Street SE adjoining the site.
73. A new signal shall be installed at the intersection of 87<sup>th</sup> 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.

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 #** I.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. 83<sup>rd</sup> 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 <sup>nd</sup> St SE Clearview   |
| 2 Austin Lynn Miller | <i>Austin Miller</i> | 425-343-2609   | 7904-152 <sup>nd</sup> St SE Clearview<br><small>8150 152nd St SE Snohomish WA 98296</small>   |
| 3 Vanessa Lopez      | <i>[Signature]</i>   | 425-280-3103   | 8010 152nd St SE Snohomish WA 98296<br><small>914 164th St SE #134 Mill Creek WA 98296</small> |
| 4 Heather Cook       | <i>Heather Cook</i>  | 425-776-9721   | 14829 83rd Ave SE 98296<br><small>8829 98012</small>   |
| 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 SE 98296   |
| 8 Peter Stepanchenko | <i>[Signature]</i>   | 425-3122-6339  | 8819 152nd St SE 98296   |
| 9 Ronald Jeffs       | <i>Ronald Jeffs</i>  | 425-418-2660   | 8911 152nd St SE 98296   |
| 10 Wendy S. Jeffs    | <i>Wendy Jeffs</i>   | 206-919-7098   | 8911-152nd St SE 98296   |
| 11 David Green       | <i>[Signature]</i>   | 425.231.9531   | 8818 152nd St SE, Sno WA 98296   |
| 12 Alire Bayer       | <i>Alire Bayer</i>   | 509-641-0600   | 8528 152nd St Sno WA 98296   |
| 13 Morgan Bauer      | <i>[Signature]</i>   | 425-770-7737   | 8528 152nd St SE WA 98296  |
| 14 Leona E Allen     | <i>Leona E Allen</i> | (360) 668-2719 | 7916-152nd St SE 98296   |
| 15                   |                      |                |  |
| 16                   |                      |                |  |
| 17                   |                      |                |  |
| 18                   |                      |                |  |
| 19                   |                      |                |  |
| 20                   |                      |                |  |
| 21                   |                      |                |  |

was properly solicited →



**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 2<sup>nd</sup> 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](mailto: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:

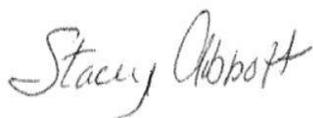
- (a) Facts demonstrating that the person is aggrieved by the decision;
- (b) A concise statement identifying each alleged inadequacy in the threshold determination;
- (c) The specific relief requested; and
- (d) Any other information reasonably necessary to make a decision on appeal.

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](mailto:stacey.abbott@snoco.org)

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

**Address:** County Administration Building East, 2<sup>nd</sup> 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:**

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

**Parties of Record**

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







# NOTICE

## 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](mailto: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](mailto: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) 2<sup>nd</sup> 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 2<sup>nd</sup> 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](http://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.

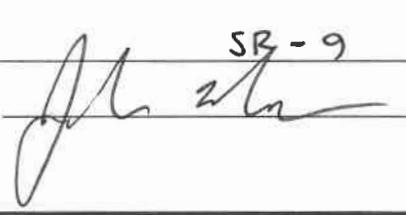
### VERIFICATION OF NOTICE POSTING

A COPY OF THIS NOTICE SHALL BE RETURNED TO THE DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES WITHIN 14 DAYS OF APPLICATION

I hereby verify that on the 19 day of May, 2022, I posted the above property in at least two (2) conspicuous places on the subject property in accordance with Snohomish County regulations. Said signs are posted at the following locations:

Cathcart Way

and

SR-9Signed: 

RETURN TO: Snohomish County Planning & Development Services  
ATTN: Legal Notice Center  
3000 Rockefeller Avenue, M/S 604  
Everett, WA 98201

21 107654 SPA/BSP



SNOHOMISH COUNTY COUNCIL

**AFFIDAVIT OF NOTIFICATION**

EXHIBIT # F.3

FILE 21-107654 SPA/BSP

FILE NO: 21 107654 SPA/BSP – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH, LLC

DOCUMENT: Notice of Open Record Hearing, Threshold Determination,  
Concurrency and Traffic Impact Fee Determinations

I, **Kris Arnett**, the undersigned, a Customer Service Representative with the Snohomish County Planning and Development Services department, certify under penalty of perjury and under the laws of the State of Washington that:

1. I have been authorized by Planning and Development Services, to have legal notices published as required by Snohomish County Code.
2. Said notice was e-mailed to the official county newspaper (The Herald) on 5/9/2022
3. A copy of said re-publication is attached hereto and appeared in said newspaper on 5/11/2022

Signed at Everett, Washington on Thursday, May 12, 2022  
(DAY, DATE)

Customer Service Representative \_\_\_\_\_

*Kris Arnett*

(SIGNATURE)

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

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- 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.
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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.

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Published: May 11, 2022.

EDH954335

**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](mailto:Kelly.M.Werdick@usace.army.mil)  
Snohomish School District No. 201  
Tulalip Tribes

**Applicant**                        John Mirante  
Pacific Ridge – DRH, LLC  
[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)

**Contact Person**                Lindsey Solorio  
Core Design Inc.  
[LBS@coredesigninc.com](mailto: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](mailto:katelynn.piazza@ecy.wa.gov)  
Doug Gresham, [doug.gresham@ecy.wa.gov](mailto:doug.gresham@ecy.wa.gov)

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

**AFFIDAVIT OF MAILING**

FILE NO: 21 107654 SPA/BSP – Cathcart Crossing

APPLICANT: Pacific Ridge – DRH LLC

DOCUMENT: Postcard Notice Open Record Hearing, 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:

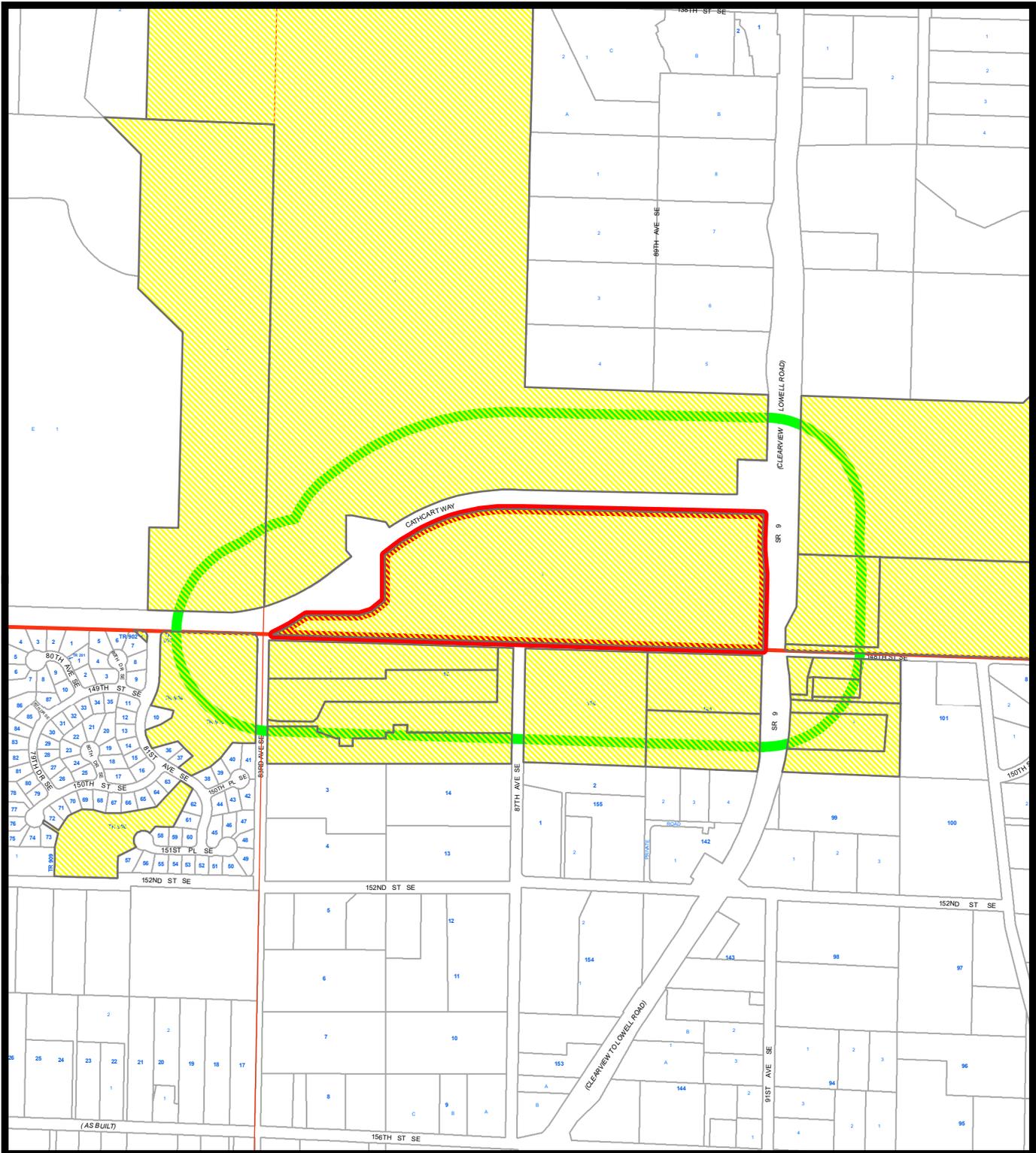
1. I have made a good-faith effort to send the above document to each person and/or agency entitled thereto. The lists of the persons/agencies notified are attached hereto.
2. The total number of postcard notices uploaded to the post office website (or emailed if necessary) was **40**.
3. The date this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

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

*Kris Arnett*

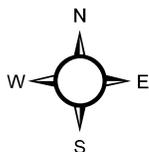
\_\_\_\_\_  
(Signature)

# 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

This site uses cookies. By continuing, you consent to our use of cookies and collection of information about you. [Click here](#) to view our Privacy Policy. Your information won't be tracked when you visit this website. A single cookie will be used in your browser to remember your preferences not to be tracked.

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: <b>14976498</b>  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**

This site uses cookies. By continuing, you consent to our use of cookies and collection of information about you. [Click here](#) to view our Privacy Policy. Your information won't be tracked when you visit this website. A single cookie will be used in your browser to remember your preferences not to be tracked.

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](mailto: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](mailto: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](http://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](mailto: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](mailto: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](http://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.**

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](mailto: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](mailto:kris.arnett@snoco.org)**

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**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](mailto: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](mailto:kris.arnett@snoco.org)**

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**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](mailto: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](mailto:kris.arnett@snoco.org)**

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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).

**Postcard email as they were last minute additions to receive postcard notice of hearing.**



**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](mailto: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](http://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).

Bill to:  
Pacific Ridge – DRH, LLC  
17921 Bothell-Everett Highway, Ste. 100  
Bothell, WA 98012  
425-939-1186  
[JVMirante@drhorton.com](mailto: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](mailto: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](mailto:stacey.abbott@snoco.org)

Date of Notice: May 11, 2022

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### 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) 2<sup>nd</sup> 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 2<sup>nd</sup> 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](http://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 \_\_\_\_\_

**From:** [Laron Glover](#)  
**To:** [Hearing.Examiner](#)  
**Subject:** Cathcart Crossing / Public comments  
**Date:** Tuesday, June 14, 2022 3:59:33 PM

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

Mr. Examiner--

I couldn't figure out how to get to the "public comment" side of zoom (could only find the "raise hand"), so I'm sending these in. I REALLY appreciate the time spent on the hearing today.

First of all, I'm a builder's daughter, so I do appreciate the effort and work that went into getting a project to this point, but overall, I am disappointed about what I perceive to be a change in plan/scope, and the associated lack of communication to neighboring communities. I seem to recall (perhaps incorrectly) in June 2008, that the original vision included a park and ride and some more businesses to support the growing population—things like restaurants, gas stations, etc. I heard nothing after that—perhaps a COVID black hole? Even after I did hear about the postcard, the directions to documents didn't work. In any case, it's so discouraging to see such a valuable parcel of real estate not used for something more beautiful and beneficial to the entire community, especially after all of the community comments in the visioning workshop. No mixed use. No sense of place. No bike trails, transit, connectivity. Definitely not like "Mill Creek Town Center." As mentioned, the new plan has 286 homes, one small restaurant and a 93K sq/ft mini storage? (A huge storage facility just opened on South 9).

That aside, my main areas of concern with plan as it exists:

Traffic:

- Study done in November 2021. (COVID impacts—was this done when most people and schools weren't back in session 100%?) It's hard to understand how adding 286 households (and by extrapolating, most likely 286-500+ cars?) would not have a negative impact on traffic.

Specifically:

- I live in Monte Vista Subdivision (off of 81<sup>st</sup> AVE SE). Already, it is often difficult to turn left onto Cathcart during rush hour and school entry/exit hours, even with the middle lane. Your car needs to have pretty quick acceleration for the gap.
- Turning right out of our subdivision can also be problematic, as traffic can build up from the light at the maintenance facility and block our entrance.
- Highway 9 is a gridlocked mess. Heading north, it backs up almost to 522 every night. Overflow goes to Broadway, to side roads (by Bob's corn)—wherever drivers can find relief. The reverse commute is just a bad.

Also concerned about:

- traffic on 83<sup>rd</sup> avenue. I seem to recall there was another high density housing project in the works, south of 152<sup>nd</sup> ST SE and 83<sup>rd</sup> AVE SE. Has this been put on hold, and if not, my

concerns are amplified with the comments above.

- About Cathcart in general. This is virtually the ONLY road that runs straight through from the I-5 corridor to Hwy 9. I see nothing in the current documents to support mass transit (wasn't that the reason all of the pull out bus stops were installed along Cathcart & 128<sup>th</sup>? For prep for light rail? What is the plan for this now? There are literally ZERO park and ride options for people living near the Hwy 9 corridor to commute to the east side (my husband works in Redmond and would either need to drive north to Snohomish or down to Woodinville to catch a bus to work—one is across the valley and the other is halfway to work. Why bother?). With the east-west thoroughfare of Cathcart connecting I-5 to Hwy 9, the original park and ride suggestion was brilliant and would have connected the community with travelers from all directions.

And finally:

- Want to inquire if impact on schools was evaluated? My son graduated GPHS 2021 and it was already overcrowded—students sitting on radiators inside of classroom due to lack of table space, and portable classrooms outside. Ditto Little Cedars (not sure if this project falls inside of LCE zoning), but in any case, with 286 new homes, 2, 3, and 4 bedroom units, presumably there are children involved that would be using local schools. Any mitigation for the overcrowding?

Overall, I would love the county to reconsider use of this valuable property with an aim for more county-wide benefits and beautification, vs the benefit of 286 families.

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the “Agreement”) is dated for reference purposes this 15<sup>th</sup> 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.

*[The remainder of this page is intentionally left blank.]*



**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 132<sup>nd</sup> 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><b>Return Address:</b> Snohomish County Property Management 3000 Rockefeller Avenue M/S 404 Everett, WA 98201</p>
--

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>Statutory Warranty Deed</p>
<p><b>Reference Number(s) of Documents assigned or released:</b></p> <p>N/A</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials):</p> <p>Snohomish County, a political subdivision of the State of Washington</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials):</p> <p>Pacific Ridge – DRH, LLC, a foreign limited liability company</p>
<p><b>Legal description</b> (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><b>Assessor's Property Tax Parcel/Account Number</b></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 )

I, a Notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that **Cherie Hutchins** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Property Officer** of Snohomish County, a political subdivision of the state of Washington, to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date



**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 132<sup>nd</sup> 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 9 148<sup>th</sup> 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 9 148<sup>th</sup> 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.

<b>ENVIRONMENTAL</b>	<b>Yes</b>	<b>No</b>	<b>Don't Know</b>
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: \_\_\_\_\_

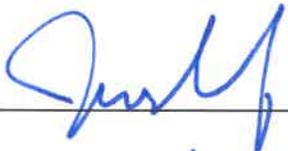
Name: **Cherie Hutchins 4-13-2020**

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]***



SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 22-259

MAKING A DESIGNATION OF ULTIMATE CAPACITY FOR  
ARTERIAL UNITS #204, #207/336 AND #337/420 ON 35<sup>TH</sup> AVENUE SE  
FROM SR 524 TO SEATTLE HILL ROAD

WHEREAS, SCC 30.66B.110(1) provides that the county council may, by motion, following a public hearing, make a determination of ultimate capacity for any arterial unit; and

WHEREAS, SCC 30.66B.110(1)(b) SCC provides that the designation of ultimate capacity for an arterial unit by the county council will be initiated by an engineer's report and written recommendation from the director of public works evaluating whether or not a given arterial unit is a candidate for ultimate capacity based on the criteria in code and rules; and

WHEREAS, the director of public works has provided the county council with an engineer's report that summarizes the analysis by public works which finds that arterial units #204, #207/336 and #337/420 on 35<sup>th</sup> Avenue SE from SR 524 to Seattle Hill Road (hereinafter "these arterial units") do meet the criteria for ultimate capacity; and

WHEREAS, in the last 10 years through 35<sup>th</sup> Avenue SE Phase 1 and Phase 2 of construction, the county has invested nearly \$33M in state and federal grants, developer mitigation fees, and local tax dollars to widen these arterial units to three lanes and construct them to full urban standards including curbs, sidewalks, and bicycle lanes; and

WHEREAS, the 2015-2035 Transportation Element (TE) of the county's GMA comprehensive plan does not identify any further widening of these arterial units, and thus indicates that these arterial units have been already improved consistent with the county's long-range transportation plan; and

WHEREAS, to widen the road from three to five lanes to add even more capacity would mean undoing decades of work to build out the corridor, cost more than \$100 million dollars, require the demolition of dozens of homes, and encroach on several critical areas; and

WHEREAS, because it would be excessively expensive and disruptive to existing homeowners to widen the 35<sup>th</sup> Avenue SE corridor to five lanes to meet projected traffic demands, the county has identified additional system improvements in the TE that would improve mobility in the 35<sup>th</sup> Avenue SE vicinity; and

WHEREAS, the additional system improvements that would improve mobility include completion of the parallel 43<sup>rd</sup> Avenue SE corridor which is programmed for design, right of way acquisition and construction in the county's Transportation Improvement Program (TIP) pending the identification of construction funding; and

WHEREAS, additional system capacity on 180<sup>th</sup> Street SE provided by the completed Phase 1 construction, the Phase 2 widening in the design phase and the 228<sup>th</sup> Street SE widening in the design phase will further improve mobility in the vicinity; and

WHEREAS, possible future projects shown in the Snohomish County Comprehensive Plan Arterial Circulation Map include 51<sup>st</sup> Avenue SE, which would create another parallel corridor, and an extension of 43<sup>rd</sup> Avenue SE south of SR 524 which would both improve travel alternatives to 35<sup>th</sup> Avenue SE; and

WHEREAS, upon completion of the Phase 2 improvements on 35<sup>th</sup> Avenue SE, public works will implement signal optimization, coordination, and timing improvements to increase capacity through operational efficiency; and

WHEREAS, public works will collaborate with WSDOT and cities to identify increases in capacity through coordination of county signals with those signals owned and operated by other jurisdictions that influence traffic along the corridor; and

WHEREAS, road widening through 35<sup>th</sup> Avenue SE construction and development approvals has addressed access management according to the county's road standards by providing a continuous two-way left-turn lane along the corridor for access to and from the private and public roads; and

WHEREAS, the county will continue to implement county access standards as the remaining development occurs on land not fully developed and combine individual driveways as opportunities arise; and

WHEREAS, the county's Road Safety Plan identifies the 35<sup>th</sup> Avenue SE corridor as being on the High Injury Network (HIN) list which is a list of the 7% of corridors in urban areas that experience 57% of all serious injury or fatal collisions on the county's urban road network; and

WHEREAS, the county's Road Safety Plan was completed prior to completion of Phase 2 of the 35<sup>th</sup> Avenue SE widening project; and

WHEREAS, access management, signalization and non-motorized improvements that have been implemented with Phase 1 and Phase 2 construction will reduce the number and severity of collisions, but it will take at least three years after construction for data to reveal new trends; and

WHEREAS, public works will continue to monitor and implement countermeasures through implementation of the Road Safety Plan, in particular to reduce serious injury and fatal collisions on the corridor; and

WHEREAS, although the 35<sup>th</sup> Avenue SE corridor is not currently included in Community Transit's service area, the county is committed to collaboration with Community Transit to explore innovative non-transit options (vanpool, micro-transit, etc.) to serve the needs of the community; and

WHEREAS, the county will support Community Transit adding the 35<sup>th</sup> Avenue SE corridor into their service area so that regular and maybe even high-capacity transit service could be added; and

WHEREAS, additionally, the 35<sup>th</sup> Avenue SE corridor has been designated as a Transit Emphasis Corridor by Community Transit in their Long-Range Plan and by Snohomish County in the Comprehensive Plan; and

WHEREAS, the designation of ultimate capacity on 35<sup>th</sup> Avenue SE will help the county meet critical Growth Management Act (GMA) goals contained in RCW 36.70A.020; and

WHEREAS, the designation of 35<sup>th</sup> Avenue SE as being at ultimate capacity will support the county in meeting the requirements of the Regional Growth Strategy (RGS) contained in Vision 2050, the Puget Sound Regional Council's (PSRC) recently adopted plan for regional growth; and

WHEREAS, the RGS categorizes the area of Snohomish County adjacent to 35<sup>th</sup> Avenue SE as a High-Capacity Transit (HCT) Community and a designation of ultimate capacity on 35<sup>th</sup> Avenue SE will help the county meet the RGS goals of locating 50 percent of new growth within HCT Communities and reducing sprawl; and

WHEREAS, the arterial units on 35<sup>th</sup> Avenue SE are projected to fail the adopted level of service E standard when traffic volumes exceed pre-COVID-19 levels; and

WHEREAS, without a designation of the arterial units on 35<sup>th</sup> Avenue SE as ultimate capacity, concurrency restrictions will prevent some land development within the HCT Communities and elsewhere in the urban growth area from providing the variety of housing types and densities necessary to support high-capacity transit and non-motorized transportation; and

WHEREAS, the determination of ultimate capacity for this arterial will streamline concurrency determinations for developments adding new trips to these arterial units; and

WHEREAS, with an ultimate capacity designation all developments impacting 35<sup>th</sup> Avenue SE would still be subject to concurrency and would still be required to meet locally established service levels consistent with Goal 12 of the GMA; and

WHEREAS, the county will work with all new development that adds trips to this arterial to provide transportation demand management (TDM) measures through site design, programmatic measures, and/or TDM payments for the purpose of improving efficiency, preserving roadway capacity, providing transportation alternatives, and improving operations; and

WHEREAS, the public works director recommends that the county council make a designation of ultimate capacity for these arterial units; and

WHEREAS, a public hearing to allow testimony on whether or not the county council should make a designation of ultimate capacity for these arterial units was held on July 13, 2022; and

WHEREAS, the county council hereby determines that excessive expenditure of public funds would be required to provide additional capacity on these arterial units through any further widening and such excessive expenditure is not warranted;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby makes a designation of ultimate capacity for arterial units #204, #207/336, and #337/420 on 35<sup>th</sup> Avenue SE from SR 524 to Seattle Hill Road.

PASSED this 13<sup>th</sup> day of July, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Acting Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

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Exhibit #3 Dobesh email thread with me

----- Forwarded message -----

From: **Dobesh, Michael** <[Michael.Dobesh@snoco.org](mailto:Michael.Dobesh@snoco.org)>

Date: Thu, Jul 7, 2022 at 9:03 AM

Subject: RE: NGPA sign on Parcel #28053600301100 Intersection of SR-9 and Cathcart Way

To: Deborah L Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>

Good morning, Deborah.

If this is a new sign, it may be related to the proposed development known as Cathcart Crossing.

Regards,

Michael Dobesh | Division Manager  
Snohomish County Planning and Development Services  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-388-3819 | [michael.dobesh@snoco.org](mailto:michael.dobesh@snoco.org)

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-----Original Message-----

From: Deborah L Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>

Sent: Tuesday, July 5, 2022 3:09 PM

To: Dobesh, Michael <[Michael.Dobesh@snoco.org](mailto:Michael.Dobesh@snoco.org)>

Subject: NGPA sign on Parcel #28053600301100 Intersection of SR-9 and Cathcart Way

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

Good afternoon - I noticed an NGPA sign on the above property and was hoping you could tell what development that area is mitigation for. Thanks.

--

I remain,  
Deborah Wetzel  
206-261-0941

---

**From:** Brad <Bradl@gibsontraffic.com>  
**Sent:** Monday, June 21, 2021 1:54 PM  
**To:** Irwin, David  
**Cc:** John Vincent Mirante; Edward  
**Subject:** RE: Cathcart P&R (21-109914 PS)

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

David:

Thank you for the meeting. To summarize, we do not need to run a travel demand model. We will be doing some research to determine the amount of potential pass-by trips and where diverted link/new trips would travel to/from. The worst case scenario would be to evaluate the gross trip generation the P&R facility as new trips for the purposes of evaluating concurrency.

Please let me know if I misunderstood anything.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

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**From:** Irwin, David <David.Irwin@co.snohomish.wa.us>  
**Sent:** Monday, June 21, 2021 5:14 AM  
**To:** Brad <Bradl@gibsontraffic.com>  
**Cc:** John Vincent Mirante <JVMirante@drhorton.com>; Edward <Edwardk@gibsontraffic.com>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,  
Please pick a half hour time slot that works best for you all.  
Today, Monday June 21, 11-12, 1-2:30  
Tuesday June 22, 10-12, 1-2  
Thursday June 24, 1-2

**David Irwin** | *Engineer III*  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

---

**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Sent:** Friday, June 18, 2021 8:49 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

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

David:

We will need a meeting with Mohammad to determine what he wants regarding the “travel demand modeling” for this. I don’t know if the modeling is something the county does or what. I am assuming we aren’t being asked to develop a model just for this P&R facility, so “travel demand modeling” is a little confusing on our end.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

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**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 17, 2021 11:13 AM  
**To:** Brad <[BradI@gibsontraffic.com](mailto:BradI@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>  
**Subject:** FW: Cathcart P&R (21-109914 PS)

See Mohammad’s response below.

-DI

---

**From:** Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 17, 2021 11:03 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

I don’t think option 1 is applicable for park & ride facility, they need to consider option 2 and travel demand modeling would be required to identify diverted link trips.

Thanks,

-Mohammad

**Mohammad N. Uddin, PE, PTOE**  
Engineering Manager/County Traffic Engineer

 **Snohomish County**  
Department of Public Works  
Phone (425) 388-3099  
Mobile (425) 754-3270  
FAX (425) 388-6449  
email [Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)  
WEB [www.Snoco.org](http://www.Snoco.org)

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**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 17, 2021 10:41 AM  
**To:** Uddin, Mohammad <[Mohammad.Uddin@co.snohomish.wa.us](mailto:Mohammad.Uddin@co.snohomish.wa.us)>  
**Cc:** Dickson, Stephen <[Stephen.Dickson@co.snohomish.wa.us](mailto:Stephen.Dickson@co.snohomish.wa.us)>  
**Subject:** FW: Cathcart P&R (21-109914 PS)

Mohammad,  
Please see Brad’s follow up question below in red.

Thanks,

David Irwin | Engineer III

Transportation Development Reviewer

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

**From:** Irwin, David

**Sent:** Thursday, June 17, 2021 10:37 AM

**To:** Brad <[BradI@gibsontraffic.com](mailto:BradI@gibsontraffic.com)>

**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>

**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,

Just a quick clarification... If you look at the critical list, Cathcart Way is on it.

I'll let Mohammad make the decision with respect to your two approaches and I'll have him clarify whether you're given the option or if we ultimately need a travel demand model based off ITE's rates.

CRITICAL ARTERIAL UNITS				Last Revised	6/11/2021		
				Print Date	6/17/2021		
TSA	UNIT	**	ROAD NAME	FROM	TO	AM nb/eb	AM sb/wb
D	293	U	GIBSON RD / 134 ST SW / 4 AVE W / ASH WY	SR 99	128 ST SW	X	X
D	297	U	MEADOW RD&PI / MERIDIAN / 130th / 3 AVE SE	164 ST SW	SR 96		X
D	300	U	116 ST SE	EVT C/L	35 AVE SE	X	X
D	304	U	LARCH WAY	164 ST SW	178 ST SW	X	X
D	334	U	NORTH RD	JONATHAN RD	164 ST SW		X
D	336	U	35 AVE SE	188 ST SE	168 ST SE		X
D	352	U	4 AVE W	112 ST SW	EVERETT C/L	X	X
D	367	U	CATHCART WAY	SNOHOMISH-CASCADE DR	SR 9		
D	415	U	36/35 AVE W	164 ST SW	148 ST SW	X	X
D	453	U	LINCOLN WAY	BEVERLY PARK RD	143 FT. W OF LAKE RD	X	X
D	457	U	178 ST SW/MAPLE RD	LYNN C/L (69' neo Ash Wy)	LARCH WAY		
E	207	U	35 AVE SE	188 ST SE	168 ST SE		X
E	209	U	39 AVE SE	228 ST SE	SR 524		X
E	*211	U	SNOH-WOODINVILLE RD	KING CO LINE	SR 522 (EB RAMPS)	UC	UC
E	330	U	BROADWAY AVE	SR 524	164 ST SE		
E	354	U	PARADISE LAKE RD	SR 522	KING CO LINE		

David Irwin | Engineer III

Transportation Development Reviewer

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

**From:** Brad <[BradI@gibsontraffic.com](mailto:BradI@gibsontraffic.com)>

**Sent:** Thursday, June 17, 2021 10:31 AM

**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>

Cc: John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>

Subject: RE: Cathcart P&R (21-109914 PS)

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

David:

Thank you for the information. I think I understand, but wanted to boil it down to a few key points/comments/questions....

- Snohomish County traffic mitigation fees will not be required for the park and ride facility.
- Staff is looking for an evaluation of roadway impacts. I think there are a couple of ways to approach this:
  1. Assume the P&R generates ~60 peak-hour trips based on ITE trip generation and evaluate the impacts on the roadway like a normal development application.
  2. Determine the change in trips currently traveling along Cathcart Way and SR-9 that would use the site (i.e. pass-by trips) and the portion that are change their route (i.e. diverted link trips). We would then need to evaluate the impacts of the diverted link trips.
- You said “a travel demand model may be necessary.” Is that if we use something like approach #2 above? Would we need to do this if we use approach #1 above?
- Cathcart Way (AU #367) is not a critical arterial unit. Analysis of this arterial would only be required if it is impacted by 50 directional peak-hour trips.
- We are working with WSDOT and will make sure Snohomish County has record of their decision with regards to traffic and roadways.

I think the only thing we need clarification on is the “travel demand model” question. We can then determine what approach we want to take based on data (i.e. Approach #1 or #2). Let me know if you disagree with any of this.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.

(p) 425.339.8266

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**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>

**Sent:** Thursday, June 17, 2021 9:48 AM

**To:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>

**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>

**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,

It appears there has been information lost in transition, but I spoke with both Mohammad and Steve and the decision is impact fees are not required, per SCC 30.66B.310(4). A park and ride in the rural zone requires a CUP, and the CUP requirements will be addressed by the planner.

For concurrency we will need to determine whether the development adds any peak hour trips to a critical arterial unit, such as Cathcart Way. A project such as this may divert existing trips and have impacts on arterial units and key intersection, so a travel demand model may be necessary.

Trip generation will need to be evaluated for the overall access design for this project as well as through SEPA to see how many vehicles are anticipated to use this site and their impacts on the County's and State's road system.

According to DPW the park and ride property is in road fund property so public works would prepare a record of survey to re-designate the property as right-of-way instead of through the deeding process.

The PS form has been updated and the critical list has been updated as well.

Please let me know if you have any questions,

**David Irwin** | *Engineer III*

Transportation Development Reviewer

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

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**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>

**Sent:** Tuesday, June 15, 2021 1:16 PM

**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>

**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Edward <[Edwardk@gibsontraffic.com](mailto:Edwardk@gibsontraffic.com)>

**Subject:** RE: Cathcart P&R (21-109914 PS)

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

David:

Can you see why the change from this previous discussion with DPW (first bullet with red text from Erik)?

I understand Erik is stating that no fees are required, but that equates to no trips being generated. We have been working with that assumption for close to a year now.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.

(p) 425.339.8266

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>

**Sent:** Tuesday, June 15, 2021 11:49 AM

**To:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>

**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,

DPW got back to me and the consensus is a traffic study is required based on the ITE Trip Generation rates as indicated on the PS form, so an analysis of the arterial is needed for over 50 PHT. A travel demand model may be needed to show the trip generation and distributions for new trips being created vs what existing trips are being converted to utilize the Park and Ride. The new trips will be required to pay impact fees but the converted trips may be excluded from paying impact fees.

Please let me know if you have any questions.

Thanks,

**David Irwin** | *Engineer III*

Transportation Development Reviewer

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

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**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Sent:** Monday, June 14, 2021 3:07 PM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

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

Thanks David. We should also include Steve Dickson in this if you haven't already.

*Brad Lincoln, PE*  
Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Monday, June 14, 2021 2:19 PM  
**To:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

I've had some back and forth with DPW but they haven't given me a decision. I'll let you know once I receive it, I'm assuming tomorrow some time if I don't get an answer later today.

**David Irwin | Engineer III**  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

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**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Sent:** Monday, June 14, 2021 11:59 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

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

David:

Any idea what the timeline for a response is? We are working on the SEPA checklist and getting ready for submittal, so we need the clarification for us to proceed.

*Brad Lincoln, PE*  
Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 10:33 AM  
**To:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,

Thank you for your response and I understand what you're saying. I'll verify with DPW if I misunderstood their requirement, stay tuned.

**David Irwin** | *Engineer III*  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

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**From:** Brad <[BradI@gibsontraffic.com](mailto:BradI@gibsontraffic.com)>  
**Sent:** Thursday, June 10, 2021 10:29 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

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

David:

I am confused on this. The previous decision from staff back in August 2020 was that the P&R facility wouldn't be a trip generator. I think it is ridiculous to think that this P&R facility is going to make 60+ people all of sudden start driving.

The previous discussion was that the sole purpose of the P&R facility is to take vehicles off the road and that it would be counterintuitive to charge a fee (i.e. this P&R facility is not a trip generator). That fact doesn't change with this being a separate application. I am not sure what the difference is between this being a separate application or a separate phase. It is still the same facility.

*Brad Lincoln, PE*  
Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 10:13 AM  
**To:** Brad <[BradI@gibsontraffic.com](mailto:BradI@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R (21-109914 PS)

Brad,  
It appears I did a bad job at quality control. I made assumption before sending a draft to DPW and my assumptions were wrong, but I forgot to correct the LOS section of the form. Please see the corrected PS form.

You are correct, DPW has stated that since the Park and Ride is being submitted separately from the Cathcart Crossing project, the County has to look at it as a separate project and all requirements of Chapter 30.66B SCC would apply. 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.

**David Irwin** | *Engineer III*  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

---

**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Sent:** Thursday, June 10, 2021 6:44 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R

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

David:

To clarify...Is a concurrency analysis being requested for the P&R facility? The trip generation section at the top of page 2 seems to imply that trips will be generated and fees will be required. However, the Level Of Service section on Page 2 states "The development will decrease the overall net new trips on the road system."

I want to make sure I understand what you are asking here. Feel free to call me to discuss further.

*Brad Lincoln, PE*  
Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

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**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Thursday, June 10, 2021 6:35 AM  
**To:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>; Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** RE: Cathcart P&R

Brad,  
Attached is the signed traffic pre-submittal form. Please be advised this form was completed under the direction of DPW and did not come directly from me without discussing with them first. Please let me know if you have any questions.

**David Irwin | Engineer III**  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

---

**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>  
**Sent:** Monday, June 7, 2021 9:55 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Subject:** RE: Cathcart P&R

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

David:

I guess that depends on what you think we need to discuss. The previous discussions were that the P&R wouldn't be considered a trip generator and there wouldn't be any traffic fees. I assumed a traffic study would therefore not be required, or at least not a full study. I could see a short memo or something like that possibly being needed to close the loop.

Can you send us the forms and then if we have questions we can discuss them after the meeting tomorrow?

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

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**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Monday, June 7, 2021 9:28 AM  
**To:** Brad <[Brad@gibsontraffic.com](mailto:Brad@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Subject:** RE: Cathcart P&R

Brad,  
Did you want a meeting with that one? I hope to get it out sometime this week. We have the meeting tomorrow at 1:00 from the Cathcart West site, so maybe we can double dip and I'll try to get it done before then.

**David Irwin | Engineer III**  
Transportation Development Reviewer  
[Snohomish County Planning and Development Services](#)  
3000 Rockefeller Avenue M/S 604 | Everett, WA 98201  
425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

---

**From:** Brad <[Brad@gibsontraffic.com](mailto:Brad@gibsontraffic.com)>  
**Sent:** Monday, June 7, 2021 9:24 AM  
**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Subject:** RE: Cathcart P&R

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

David:

Can you give me an update on a PS meeting for the P&R site? On MBP it looks like it has been assigned to you.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.  
(p) 425.339.8266

---

**From:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>  
**Sent:** Monday, May 17, 2021 3:27 PM  
**To:** Brad <[Brad@gibsontraffic.com](mailto:Brad@gibsontraffic.com)>  
**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>  
**Subject:** RE: Cathcart P&R

Brad,  
I would say the first step is a PS meeting/application. Mohammad's out until Wednesday, but I'll have to talk with him before I can commit to anything on how DPW wants to handle it... The PS will provide the discussion point for me to talk to DPW.

**David Irwin** | *Engineer III*

Transportation Development Reviewer

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2229 | [david.irwin@snoco.org](mailto:david.irwin@snoco.org)

---

**From:** Brad <[Bradl@gibsontraffic.com](mailto:Bradl@gibsontraffic.com)>

**Sent:** Monday, May 17, 2021 3:19 PM

**To:** Irwin, David <[David.Irwin@co.snohomish.wa.us](mailto:David.Irwin@co.snohomish.wa.us)>

**Cc:** John Vincent Mirante <[JVMirante@drhorton.com](mailto:JVMirante@drhorton.com)>

**Subject:** Cathcart P&R

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

David:

What are your thoughts on how we handle the traffic side of the park & ride submittal on the south side of the Cathcart Crossing development? Technically it won't generate any trips that we have to mitigate. I can enter info into MBP to generate a pre-submittal request, but wanted to make sure we are on the same page first.

Feel free to give me a call and we can discuss this.

*Brad Lincoln, PE*

Gibson Traffic Consultants, Inc.

2813 Rockefeller Avenue, Ste B

Everett, WA 98201

(p) 425.339.8266

[bradl@gibsontraffic.com](mailto:bradl@gibsontraffic.com)

**EXHIBIT #** Exhibit M.3 Ex.5 Wetzel Phillips Email

**PFN: 21-107654**

**FILE** \_\_\_\_\_

-

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Exhibit #5 - Email from Suzie Phillips to me

----- Forwarded message -----

From: **Phillips, Suzie** <[suzie.phillips@snoco.org](mailto:suzie.phillips@snoco.org)>

Date: Tue, Jul 5, 2022 at 1:06 PM

Subject: RE: K069489- PFN#21-107654 SPA

To: Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>

Good afternoon Debbie,

Thank you, I did have a nice weekend. I hope you did too.

I reached out to Public Works for the Purchase and Sale Agreements for the additional parcels requested and here's what the Subject Matter Specialist in Public Works said, "There is no purchase and sale agreement for these parcels.

These are road fund parcels in which a park & ride facility will be constructed in the future by the purchaser Pacific Ridge Homes as a condition of the sale of the 31 acre Cathcart South Property as described in the Purchase and Sale agreement I sent you earlier today."

Sincerely,

**Suzie Phillips, CPRO** | *Senior Records Specialist*

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2104 | [Suzie.Phillips@snoco.org](mailto:Suzie.Phillips@snoco.org)

\*\*Please note: I am out of the office on Fridays. My work schedule is M-Th from 6:30-5:00.\*\*

NOTICE: All e-mails 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](#))

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**From:** Debbie Wetzel <[debbielewetz@gmail.com](mailto:debbielewetz@gmail.com)>  
**Sent:** Tuesday, July 5, 2022 11:31 AM  
**To:** Phillips, Suzie <[suzie.phillips@snoco.org](mailto:suzie.phillips@snoco.org)>  
**Subject:** Re: K069489- PFN#21-107654 SPA

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

Thanks so much, Suzie. I hope you enjoyed the long weekend.

Could I also get the Purchase and Sale Agreements for Parcel Nos. 00403800014102, 00403800014101 and 00403800015600

The associated Project Numbers are 21-113268, 21-113267 and 21-114669?

Much appreciated.

On Tue, Jul 5, 2022 at 10:25 AM Phillips, Suzie <[suzie.phillips@snoco.org](mailto:suzie.phillips@snoco.org)> wrote:

Good morning Debbie,

We are pleased to notify you that the Purchase and Sales Agreement is now available and attached to this email for your review. This will complete the County's response to your records request and we are proceeding to close our file.

Should you have any questions or concerns, please contact me.

Sincerely,

**Suzie Phillips, CPRO** | *Senior Records Specialist*

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2104 | [Suzie.Phillips@snoco.org](mailto:Suzie.Phillips@snoco.org)

**\*\*Please note: I am out of the office on Fridays. My work schedule is M-Th from 6:30-5:00.\*\***

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**From:** Phillips, Suzie  
**Sent:** Thursday, June 30, 2022 2:45 PM  
**To:** Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>  
**Subject:** RE: PFN#21-107654 SPA

Good afternoon Debbie,

Thank you for your request. The Proposed Purchase and Sale Agreement is not something that Planning and Development Services possesses, however, Stacey Abbott recommended checking with Public Works or Property Management. I've contacted the Public Records Specialist in Public Works and he's checking with staff. If they have the document, he'll forward it to me and I'll get it to you. It won't likely be until sometime next week. I don't work on Fridays and the holiday on Monday.

I'll let you know when I hear something.

Sincerely,

**Suzie Phillips, CPRO** | *Senior Records Specialist*

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425-262-2104 | [Suzie.Phillips@snoco.org](mailto:Suzie.Phillips@snoco.org)

\*\*Please note: I am out of the office on Fridays. My work schedule is M-Th from 6:30-5:00.\*\*

NOTICE: All e-mails 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:** Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>  
**Sent:** Thursday, June 30, 2022 12:05 PM  
**To:** Phillips, Suzie <[suzie.phillips@snoco.org](mailto:suzie.phillips@snoco.org)>  
**Cc:** Linda Gray <[lgn899a@gmail.com](mailto:lgn899a@gmail.com)>; [hilltop.locust@frontier.com](mailto:hilltop.locust@frontier.com); Tina Stewart <[tstewart@nsuch.com](mailto:tstewart@nsuch.com)>; bill [liderengineering.com](http://liderengineering.com) <[bill@liderengineering.com](mailto:bill@liderengineering.com)>; [toddgray@tulaliptribes-nsn.gov](mailto:toddgray@tulaliptribes-nsn.gov); Gary Brandstetter <[marshlandfloodcontrol@gmail.com](mailto:marshlandfloodcontrol@gmail.com)>  
**Subject:** PFN#21-107654 SPA

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

Please provide me with the Proposed Purchase and Sale Agreement relating to the above-referenced project. Thank you.

--

I remain,

Deborah Wetzel  
206-261-0941

---

From: **Deborah L Wetzel** <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>  
Date: Fri, Jun 17, 2022 at 5:38 AM  
Subject: File No. 21 107654 SPA/BSP Cathcart Crossing  
To: [stacey.abbott@snoco.org](mailto:stacey.abbott@snoco.org) <[stacey.abbott@snoco.org](mailto:stacey.abbott@snoco.org)>

Good morning - please forward this email to the appropriate department so I may obtain the CASP reports referenced below. Thank you.

----- Original Message -----

**Subject:** Re: File No. 21 107654 SPA/BSP Cathcart Crossing  
**From:** Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>  
**Sent:** Thursday, June 16, 2022, 6:44 PM  
**To:** "Abbott, Stacey" <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**CC:**

Hmm... You told me this, but in your updated staff report you said:

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..

Please clarify. Thank you.

On Fri, Jun 10, 2022 at 1:37 PM Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)> wrote:

To the best of my knowledge, the critical areas site plan has not been submitted for review or approval. The CASP is a recommended condition of approval to be recorded prior to the LDA issuance.

Thanks

**Stacey Abbott** | Sr. Land Use Planner

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

425.262.2637 | [Stacey.abbott@snoco.org](mailto:Stacey.abbott@snoco.org)

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**From:** Debbie Wetzel <[debbieleewetzel@gmail.com](mailto:debbieleewetzel@gmail.com)>  
**Sent:** Thursday, May 26, 2022 12:00 PM  
**To:** Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)>  
**Subject:** Re: File No. 21 107654 SPA/BSP Cathcart Crossing

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

Ms. Abbott - I have reviewed the zip files provided to another concerned citizen and I am unable to locate the Critical Area Site Plan. Please forward that to me at your earliest convenience. Thank you.

On Tue, May 24, 2022 at 5:35 PM Abbott, Stacey <[stacey.abbott@co.snohomish.wa.us](mailto:stacey.abbott@co.snohomish.wa.us)> wrote:

Thank you for your comments. They will be added to the record.

**Stacey Abbott** | Sr. Land Use Planner

[Snohomish County Planning and Development Services](#)

3000 Rockefeller Avenue M/S 604 | Everett, WA 98201

# FAQs

# Cathcart South Property

## Concept Development Plan and Park and Ride

### Where is Cathcart South located and how big is the property?

The 47-acre Cathcart South Property is located on the southwest corner of the Cathcart Way and SR 9 intersection (see map).

### What is driving the need for development?

Snohomish County is now the second fastest growing county in the state. The proposed park and ride will help meet regional transportation and infrastructure demands. It is part of the long range land use and transportation plan.

### Why is Snohomish County evaluating potential development concepts for the property?

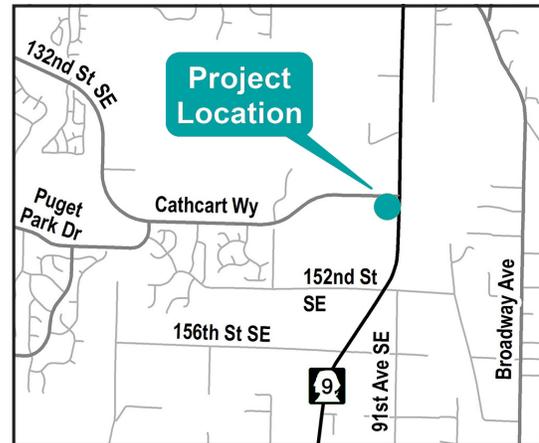
Based on previous public input, Snohomish County adopted a specific vision for its Cathcart properties. The county is ready to move forward with selling or leasing Cathcart South, which includes providing potential developers with the types of uses and development patterns that are consistent with the adopted vision and policies.

### How will the park-and-ride/transit center serve regional transportation needs?

The future park-and-ride facility will be a hub for transit access. Residents will be able to take transit to major employment and retail locations such as Everett, Lynnwood and even Seattle via existing and future transit routes. Access could also include planned bus rapid transit service on Cathcart Way and SR 9 to the future Sound Transit Light Rail line along I-5.

### What are some of the anticipated benefits and outcomes from development on the property?

- **Housing and jobs:** As the region's population grows, there is a higher demand for diverse types of housing, business opportunities and jobs that contribute to a healthy economy. Cathcart South's future plans are intended to support these needs.



- **Best practices in design and development:** Adopted policies for the site call for a walkable, transit-friendly development compatible with the adjacent park and ride. Low impact development and storm-water management are also required by county and state regulations.
- **Natural resource areas:** Development will be required to meet critical areas provisions related to existing wetlands and streams. The concepts developed for the site anticipate integrating these features as natural amenities along with elements such as nature trails and interpretive displays.

### What types of uses is Snohomish County anticipating for the property?

A broad range of uses are allowed under the property's "Planned Community Business" (PCB) zoning. Those uses include multi-family housing, business and employment spaces, and retail and commercial. A new park-and-ride/transit center is planned for the parcel to the south. Here are some of the other uses under the PCB: day care center, electric vehicle infrastructure, health care facilities, hotel/motel, library, mini-self storage, neighborhood services, office and banking, restaurant, retirement housing, service station, studio, and veterinary clinic.

*(continued on page 2)*

## What is the timeframe for development at the site?

The county anticipates selling or leasing the property within the next year. The final decision to sell or lease will be made by the county executive and county council. It could take another year or more after that for a developer to complete design, obtain permitting and move into construction at the site.

## Will the new development add traffic onto Cathcart Way and SR 9?

A primary purpose of transit-compatible development is to reduce regional traffic congestion by encouraging the use of public transportation. In the short term, there would be additional traffic on Cathcart Way and SR 9 due to growth. The project would require that improvements and mitigation measures be added to help manage traffic and access (e.g. intersection improvements and ingress and egress lanes).

To reduce traffic congestion on Cathcart Way and SR 9, the following improvements are planned:

- A new traffic signal is proposed to align with access to the Cathcart Operations Center on the north side of Cathcart Way.

- The county and the Washington State Department of Transportation (WSDOT) are planning improvements to the Cathcart Way/SR 9 intersection, along with a proposed new access/egress to SR 9 along the unopened 148th St SE right-of-way.
- The WSDOT SR 9 widening project is in the design stage and subject to funding for construction.

## How can I learn more about the Cathcart South project and get updates?

Snohomish County Public Works has set up a project page with updated information for the development of the Cathcart South property. Visit [www.snohomishcountywa.gov/3944](http://www.snohomishcountywa.gov/3944) and sign up under “Stay Informed” to receive email updates on the project when new information is available. You can also contact project manager Randy Blair at [randy.blair@snoco.org](mailto:randy.blair@snoco.org).

## How can I provide my feedback on the potential development?

Comment forms are available at the open house and online. List your questions, concerns or comments on the form and leave it in the comment box at the open house, or mail it by Oct. 31 to:

Matt Phelps, Communications Specialist  
Snohomish County Public Works  
3000 Rockefeller Ave., M/S 607  
Everett, WA 98201

LOG NUMBERS

BGT.

121009 CEO 20094402 DEC 17 2009

**EXECUTIVE/COUNCIL APPROVAL FORM**

**MANAGEMENT ROUTING:**

**TO: COUNCIL CHAIRPERSON**

EXECUTIVE Aaron G. Reardon

**SNOHOMISH COUNTY COUNCIL**

DEPUTY EXECUTIVE \_\_\_\_\_

EXEC. DIRECTOR Brian Parry

**EXECUTIVE RECOMMENDATION:**

DEPT. DIRECTOR Steve Thomsen P.E. *ST*

Approve \_\_\_\_\_ No Recommendation

DEPARTMENT Public Works

DIV. MGR. Steve Dickson *SD*

\_\_\_\_\_ Further Processing

DIVISION \_\_\_\_\_

\_\_\_\_\_ Requested By \_\_\_\_\_

ORIGINATOR Michael Zelinski *MZ*

DATE December 4, 2009 EXT. 2088

*[Signature]* **BRIAN D. PARRY** 01/09/10  
 Executive Office Signature **Executive Director**  
 CEO Staff Review Cep 12/17/09  
 Received at Council Office KL 10:10A 1/5/10

**DOCUMENT TYPE:**

\_\_\_\_\_ BUDGET ACTION:  
 \_\_\_\_\_ Emergency Appropriation  
 \_\_\_\_\_ Supplemental Appropriation  
 \_\_\_\_\_ Budget Transfer

\_\_\_\_\_ GRANT APPLICATION  
 \_\_\_\_\_ ORDINANCE

\_\_\_\_\_ CONTRACT:

\_\_\_\_\_ Amendment to Ord. # \_\_\_\_\_

\_\_\_\_\_ PLAN

\_\_\_\_\_ New  
 \_\_\_\_\_ Amendment

OTHER: Motion

**DOCUMENT / AGENDA TITLE:**

CONCERNING COUNCIL SUPPORT FOR A VISION FOR FUTURE USE OF THE COUNTY'S CATHCART PROPERTY AND DIRECTING THE EXECUTIVE TO PREPARE PLANS AND STUDIES TO IMPLEMENT THE VISION

**APPROVAL AUTHORITY:**

EXECUTIVE \_\_\_\_\_ COUNCIL X  
 CITE BASIS Charter Section 2.140

HANDLING: NORMAL X EXPEDITE \_\_\_\_\_ URGENT \_\_\_\_\_ DEADLINE DATE 1/30/10

**PURPOSE:**

To support a vision for the Cathcart West site and to direct the Executive to continue with preliminary site studies required to adequately prepare the site for future use, in anticipation of council action on Docket XIV later in 2010.

**BACKGROUND:**

- In 2004 the County Council adopted Ordinance 04-088 declaring portions of the Cathcart property as surplus to the needs of the county's solid waste operations and transferring that land from the Solid Waste Fund to the General Fund.
- To accomplish this fund transfer, the county incurred debt as an obligation under the general fund.
- The sale of approximately 65 acres of this surplus property to the Snohomish School District in 2005 reduced the debt load on the general fund, but a substantial debt obligation remains on the approximately 200 acres of residual county land referred to as "Cathcart West."
- In 2005, as part of the 10-year update to the county's GMA Comprehensive Plan, the land use designation of this property was changed from "Other Land Use" to a mix of "Urban Village," "Urban Medium Density Residential" and "Urban Industrial." These and other land use changes made as part of the update were used to estimate the capacity of the UGAs to absorb projected population and employment growth through the year 2025.

**BACKGROUND continued:**

- Further planning exercises and studies have been conducted by the county since 2005 that have produced increased knowledge and information about the site and have honed and refined a general vision for the property.
- To reflect the evolving vision and more detailed site information, staff prepared a series of proposed amendments to the GMA Comprehensive Plan following a series of public meetings conducted in 2008.
- These plan amendments were presented to the county Planning Commission early in 2009 together with other plan amendments included on Docket XIII. After conducting a public hearing on February 24 the Planning Commission voted to recommend approval of the plan amendments to the County Council.
- The Planning Commission's recommendation for the Cathcart amendments was transmitted to County Council in April, together with recommendations on other amendments contained within Docket XIII. County Council conducted a public hearing on July 8 and, following deliberations on August 10, voted to defer action on the Cathcart amendments until Docket XIV. This action was reaffirmed on September 9 when County Council adopted Ordinance 09-175 setting Docket XIV, including the proposed Cathcart amendments.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL	0	0	0

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL	0	0	0

**DEPARTMENT FISCAL IMPACT NOTES:**

No fiscal impact. Expenditures of county funds for the work anticipated by this motion will be subject to separate appropriations as may be approved by the County Council, as no funding has been approved as part of the 2010 Annual Budget.

BUDGET REVIEW   *CM*   Analyst   *SE*   Administrator   *✓*   Recommend Approval   *✓*  

**CONTRACT INFORMATION: N/A**

ORIGINAL \_\_\_\_\_ CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 AMENDMENT \_\_\_\_\_ CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

**CONTRACT PERIOD:**

ORIGINAL Start \_\_\_\_\_ End \_\_\_\_\_  
 AMENDMENT Start \_\_\_\_\_ End \_\_\_\_\_

CONTRACT / PROJECT TITLE:

CONTRACTOR NAME & ADDRESS (City/State only):

**APPROVED:**

RISK MANAGEMENT Yes   *N/A*   No \_\_\_\_\_

COMMENTS \_\_\_\_\_

PROSECUTING ATTY - AS TO FORM: Yes   *N/A*   No \_\_\_\_\_

**OTHER DEPARTMENTAL REVIEW / COMMENTS:**

N/A

**ELECTRONIC ATTACHMENTS :**

G:\ECAF\Dept06\_pw\Roads\Cathcart ECAF\_Nov2009.doc  
 G:\ECAF\Dept06\_pw\Roads\Cathcart Motion\_Nov2009.doc  
 G:\ECAF\Dept06\_pw\Roads\Cathcart vision 4 motion bw.pdf

*Council \ 20044402 - ECAF.doc  
 - motion.doc  
 - Exhibit A.pdf*

**NON-ELECTRONIC ATTACHMENTS:**

**SNOHOMISH COUNTY COUNCIL**  
Snohomish County, Washington

**MOTION NO. 10-\_\_\_\_\_**

**CONCERNING COUNCIL SUPPORT FOR A VISION FOR FUTURE USE OF  
THE COUNTY'S CATHCART PROPERTY AND DIRECTING THE EXECUTIVE  
TO PREPARE PLANS AND STUDIES TO IMPLEMENT THE VISION**

WHEREAS, in the mid-1980s, Snohomish County acquired a tract of real property located adjacent to the site of the former Cathcart Sanitary Landfill for use as a regional landfill as an asset of the county solid waste system; and

WHEREAS, on May 10, 2000, the Snohomish County Council adopted Motion No. 00-126 concluding the custodial transfer of about 84 acres of the regional landfill site from the Solid Waste Division to the Parks Department, which land has since been developed as Willis Tucker Park; and

WHEREAS, on October 13, 2003, the Snohomish County Council adopted Motion No. 03-500 requesting certain information from Executive departments concerning potential alternative uses of the regional landfill site at Cathcart; and

WHEREAS, on September 8, 2004, the Snohomish County Council adopted Ordinance No. 04-088 declaring portions of the county-owned Cathcart property as surplus and directing the transfer of the land from the Solid Waste Fund to the General Fund; and

WHEREAS, on December 21, 2005, the Snohomish County Council adopted a series of ordinances amending the county comprehensive plan to complete the required 10-year plan update mandated by the Growth Management Act, including Amended Ordinance No. 05-069 which, among other things, modified the future land use map to replace the "Other Land Use" designation on the county property at Cathcart with "Urban Village," "Urban Medium Density Residential," and "Urban Industrial" designations; and

WHEREAS, during the past 4 years the county has engaged in additional planning exercises designed to formulate a vision for the future use and development of the county's Cathcart properties, notably the 200+ acres that remain of the land that was transferred to the General Fund in 2004 known as "Cathcart West;" and

WHEREAS, a vision for the entire Cathcart property has emerged from these processes that includes a mix of public and private uses and is focused on the concept of sustainability; and

WHEREAS, this vision for Cathcart is consistent with and furthers the objectives of Resolution No. 08-022 supporting a “Green Economy” in Snohomish County and also Joint Resolution No. 08-028 expressing county intent to implement an economic stimulus plan to position Snohomish County for future economic success; and

WHEREAS, the Cathcart West property carries an outstanding debt obligation to the General Fund in excess of \$20 million, which obligation requires an annual payment from limited general fund revenues; and

WHEREAS, the global economic recession has placed extraordinary pressures on county revenue sources needed to sustain county services dependent on funding from the General Fund; and

WHEREAS, value of the Cathcart West property and its attractiveness to the real estate market-place can be enhanced by plans and studies that further define how the property can be utilized in the future.

NOW, THEREFORE ON MOTION, the Snohomish County Council commits itself to the following principles and actions in support of the vision for the Cathcart properties.

1. The County Council supports the Cathcart Vision as generally depicted on attached Exhibit A and that includes the following elements:
  - a. Accommodation of lightweight uses such as agricultural pilot programs and appropriate recreation on the capped landfill;
  - b. Natural area preservation and environmental education over extensive areas of the site characterized by wetlands, their buffers and other sensitive features with high habitat value;
  - c. Community services in a compact “urban village” configuration to serve as a focal point for the surrounding community with high quality design, convenient access to transit on Cathcart Way and pedestrian connections to surrounding neighborhoods;
  - d. A transit hub at or near the SR9 / Cathcart Way intersection to strengthen transit service to this currently underserved area and as a connection of the future rapid transit corridors defined by both roads;
  - e. Mixed-density residential development to provide sustainable and affordable housing opportunities for county residents, to complement the urban village, to support use of transit and to serve as a model neighborhood for Snohomish County; and
  - f. A neighborhood-based employment cluster to provide nearby job opportunities for neighborhood residents and commuters on SR9, thereby reducing auto dependency and trip length for commuting, and reducing greenhouse gas emissions.

2. The County Council directs the County Executive to develop site data, prepare plans and conduct studies needed to implement the vision for Cathcart, consistent with budget authority granted by the County Council. Such studies may include traffic circulation, transit service evaluation, grading and drainage concepts, critical areas mitigation strategies, environmental review, design guidelines, marketing strategies, and other similar studies. Consultant contracts or requests for supplemental budget authority shall be submitted to the County Council pursuant to established practice.
  
3. The County Council supports discussions with interested public agencies concerning potential additional public uses on the county's Cathcart property that are consistent with the overall vision outlined above. Possible sale or lease of portions of the Cathcart property for such uses should be explored.
  
4. The County Council supports initiatives by the County Executive to position portions of the property for eventual private development, consistent with the overall vision and subject to County Council approval of any potential development agreement.
  
5. The County Council requests that the County Executive consult with the County Council as potential public uses and private development initiatives are developed to facilitate final County Council approval of any sale or lease agreement.
  
6. The County Council encourages the County Executive to explore all feasible means to generate revenues from this county asset to help underwrite the General Fund debt obligation on the Cathcart West parcels.
  
7. The County Council requests that the County Executive submit quarterly progress reports to the County Council on the refinement and implementation of the Cathcart vision.

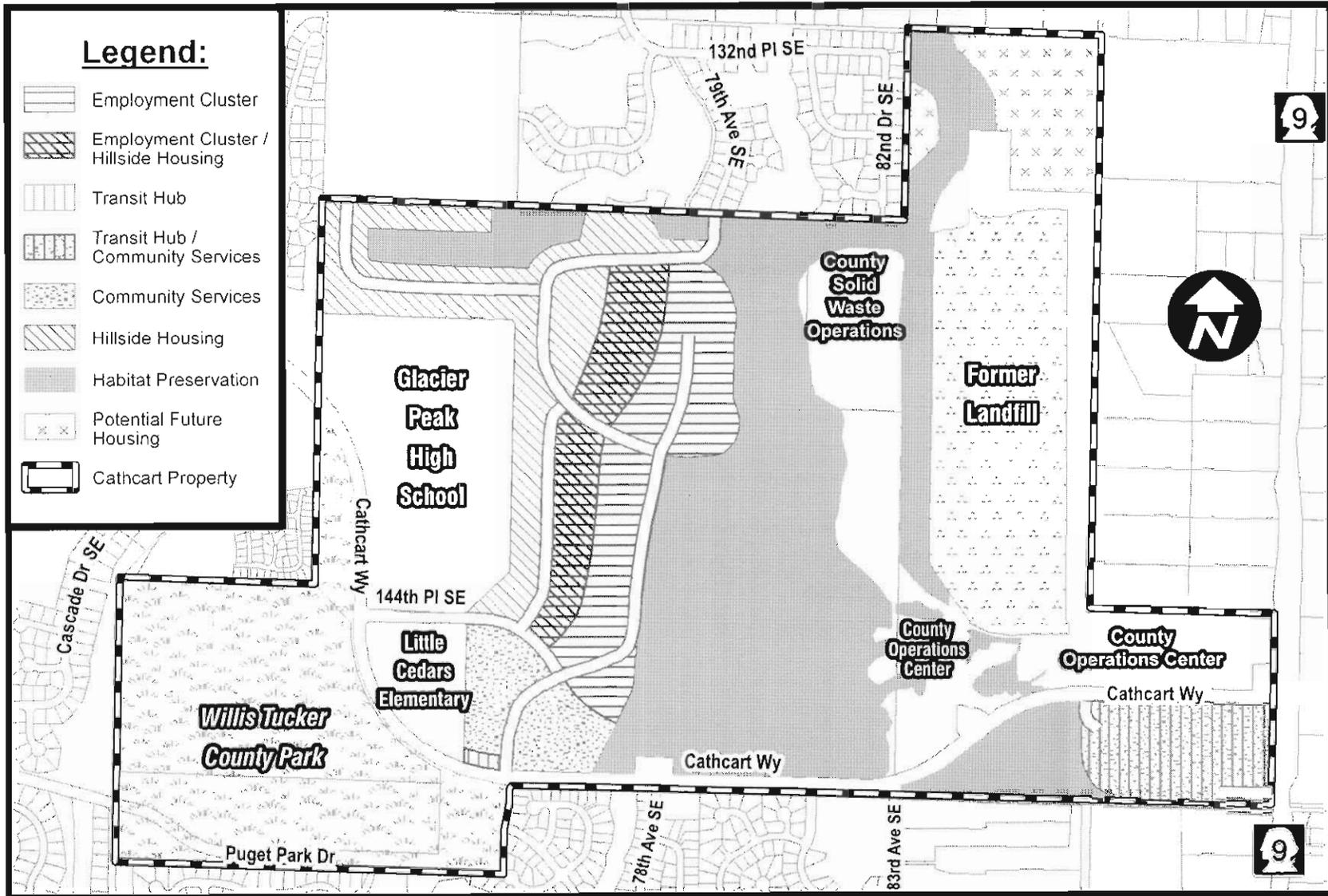
PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

SNOHOMISH COUNTY COUNCIL  
 Snohomish County, Washington

\_\_\_\_\_  
 Council Chair

ATTEST:

\_\_\_\_\_  
 Asst. Clerk of the Council



**Exhibit A: Cathcart Vision**