



PLANNING COMMISSION AGENDA

April 10, 2023– 6:30 PM

Stanwood Fire Station (8117 267th Pl NW)

1. Call to Order
2. Roll Call
3. Public Requests and Comments
4. Approval of Minutes
 - Approval of the March 13, 2023, Planning Commission Minutes
5. New Business
 - Public Meeting: Cedarside Commons Mixed Use Development
6. Old Business
7. Miscellaneous Business
8. Recent Council Action on Commission Items
9. Upcoming Items
10. Adjourn

Zoom Meeting Information

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83099113579?pwd=ZXVib2MxYWUxRm9Bd1lCTWREZGU2QT09>

Passcode: 502157
Telephone: 253-215-8782
Webinar ID: 830 9911 3579



CITY OF STANWOOD
PLANNING COMMISSION

AGENDA STAFF REPORT

MEETING DATES: April 10, 2023

SUBJECT: Cedarside Commons Mixed-Use Development Public Meeting

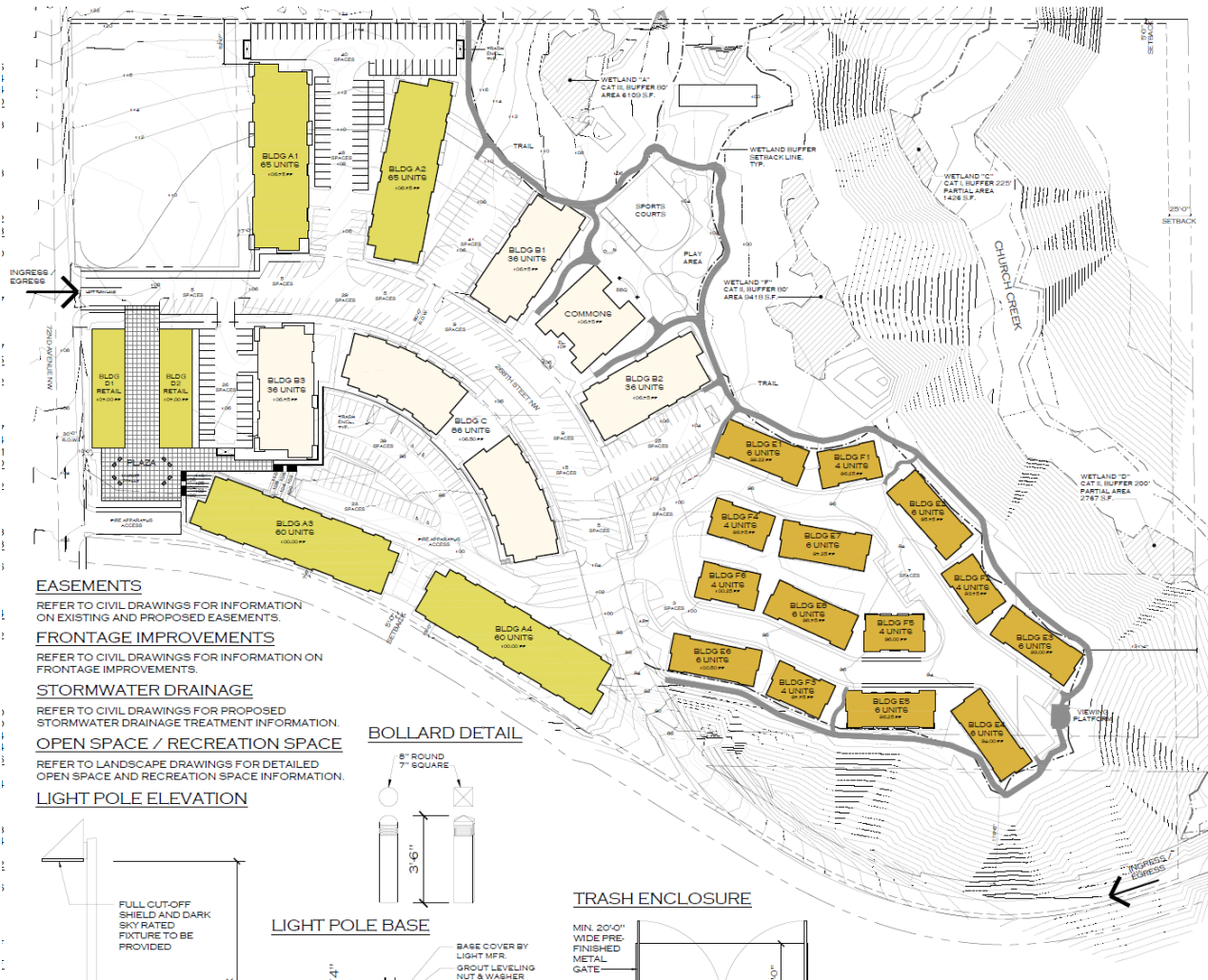
CONTACT PERSON: Patricia Love, Community Development Director
Tansy Schroeder, City Planner

Cedarside Commons Mixed-Use Development Public Meeting

Request: The applicant is proposing a binding site plan to develop three parcels consisting of 23.05 acres located northeast of the intersection of 72nd Avenue NW and State Route 532 with a mixed use development. The property is zoned Traditional Neighborhood (TN) and the proposal consists of 444 apartment units of varying sizes, and 72 townhome units for a total of 516 residential units in addition to 26,000 square feet of retail and office space, 7,130 square feet of recreational amenities for the residential occupants, and 126,198 square feet of Native Growth Protection Area to preserve the on-site wetlands and stream. The applicant is proposing a street vacation of 268th Street NW in its existing location and reconstructing the road northward. The applicant is also requesting a Development Agreement to facilitate development of the site due to the large encumbrance of critical areas including proposed density, height, parking, and critical area buffers for the project. Recreational amenities and open space, storm water management, water and sewer infrastructure, and street and landscaping improvements are all included in the project.

The proposed development is located at 26903 72nd Avenue NW, 6817 268th Street NW, and 6824 268th Street NW, Stanwood, WA 98292 on three properties totaling 21.82 acres in the Traditional Neighborhood zoning district. The applicant is proposing two access points into the development. They are proposing to relocate the existing intersection of 268th Street and 72nd Avenue northwards to line up with the entrance to the high school. The east end of 268th Street NW will remain in its current configuration with frontage improvements. The residential portion of the development is proposed to consist of 86% multi-family apartments and 14% townhomes.

Site Plan



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March 13, 2023
Planning
Commission
Minutes



Planning Commission Meeting Minutes March 13, 2023 – 6:30 pm

Call to Order: 6:31 pm

Roll Call

Commissioners Present:

Eric Warnat, Commissioner
Melissa Toner, Commissioner
Patrick Hosterman, Commission Chair
Cody Davis, Commission Vice-Chair
Justin Burns, Commissioner
Jeff Wheatley, Commissioner

Staff Present:

Patricia Love, Community Development Director
Tansy Schroeder, City Planner
Audrey Rotrock, Associate Planner

Absent: Robert Hicks - excused

Also known to be present: Chris Castner (online), Ronald Post, Patricia Post, Nanse Castner, David Wells, Don Wells, Paul Schonberg, Ry McDuffy

Public Requests and Comments:

None

Approval of Minutes:

The minutes from the February 13, 2023 Planning Commission meeting were unanimously approved.

New Business:

Public Meeting: Westchester Preliminary Planned Residential Development

A public meeting was held for the Westchester Preliminary Planned Residential Development (PRD). The applicant is proposing to construct a 122-lot single-family planned residential development. The project will consist of 86 detached single-family residences, 20 cottage units, and 16 duplexes. The project is located northeast of the intersection of 80th Avenue NW and 280th Street NW. The site consists of two parcels for a total of approximately 18.91 acres zoned Traditional Neighborhood (TN) and one parcel approximately three acres zoned Single Family Residential 9.6 (SR 9.6). Resident vehicular access to the site will be from 80th Avenue NW and will connect to the proposed Bakerview PRD to the east and Summerset Division II PRD to the southeast. The proposed community will include open space tracts, storm water management, and street and landscaping improvements.

Commissioner Questions & Comments

- How big are the cottages? The cottages will be 1,200 square feet.
- What does “moving the wetland” entail? There are two wetlands on the property. One of the wetlands will be left as open space and the other wetland will be enhanced. Enhancements of the second wetland will equal three times the size of the first wetland and will ensure that no net loss of ecological function in the area will occur.
- Are wetlands considered open space? The answer depends on the zoning type. The Traditional Neighborhood (TN) zone allows wetlands to be considered as open space. Staff will be having further discussions with the developer on this topic.



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- Stormwater will be retained in a separate detention pond from the wetlands, instead of an underground vault. The detention pond will be on land tract 998.
- How will elevation changes on the property be dealt with? Elevations will be accommodated through the road system, stair-steps between lots, and some of the home foundations themselves will accommodate the elevations. Overall, the site does not have significant elevation changes.
- What is the total cut and fill of the project? There will be around 30,000 square feet (SF) of cut and 30,000 SF of fill.
- What are the heights of retaining walls that will abut adjacent properties? The maximum height will be four feet, but it is unlikely that there will be the need for any retaining walls.
- What are the School Districts plans for schools to accommodate more students from this development? The city is actively meeting with the school district, and they have said this development will not stress the capacity of local schools.
- What are the road widths for this project? All streets, except alleys, need to have a minimum of two 10-foot wide travel lanes and one 8-foot wide parking strip for a total paved width of 28'. For the most part, the development will have driveways and garages for parking and on-street parking will be on one side only. The cottages will be alley loaded.
- 80th Avenue NW improvements will include sidewalks, half street improvements, grind and overlay, and a bike lane.
- What is the water source for the wetland that will be moved? The wetlands on this property are depressional wetlands that receive water from rain and/or groundwater. Enhancement of the wetlands will also improve the function of it.
- Landscaping will be with street trees and open space trees.
- Will there be electric vehicle (EV) charging areas in this development? The code requires all new residential units to be EV ready. There currently are no code requirements for additional charging stations.

Public Comments & Questions

- Ronald Post - How will this development impact neighboring homes sewer systems? Consultants are reviewing the project to see what will be required. Developers are required to fund the infrastructure for their sewer systems. Nearby residents will be able to hook up to the new infrastructure if desired or necessary. This will also be the case for gas lines and cable.
- Nance Castner – Will construction vehicles damage driveways of neighboring homes? The developer will eventually replace current neighboring driveways. During construction, they will work with homeowners to minimize inconveniences.
- Patricia Post – How wide will the drives/roads be? All new public streets will have sidewalks on both sides of the road. Streets will have 2 twelve-foot travel lanes, curbs and gutters, 2 five-foot sidewalks, 2 five-foot landscape strips, and an 8-foot parking strip. The new homes will have driveways at a minimum of 20 feet. Some existing ditches may have to be moved.
- Ronald Post – Will 80th Street be re-addressed? It is unknown at this time, but staff will keep neighbors updated if/when it will happen. When addresses within the city are changed, staff notifies all necessary agencies such as the fire department, the post office, and all emergency services.



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- Nance Castner – Has the loss of wildlife been considered with this project? By keeping developments within city limits, it in turn protects wildlife outside city limits in more rural areas.
- Patricia Post – Will there be a small park on the southwest part of the property? This area will be single family homes and duplexes.
- Nance Castner – Is there a start date for this project? Currently there is no official start date. The developer hopes to have the Public Hearing in late June to early July, and break ground in August. These dates are estimates.

Old Business:

International Property Maintenance Code:

City staff asked the Planning Commissioners to consider adopting the International Property Maintenance Code (IPMC) which emphasizes protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Adoption of the Property Maintenance Code is optional, not mandated by the State, and is enforced by the City's Code Enforcement Officer. The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following:

1. Administration, enforcement, and penalties associated with the code.
2. Determination and assignment of responsibility for code compliance among the owner, operator, and occupant of a property.
3. Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health, and comfort.
4. Regulating the use of existing dwelling through the establishment of occupancy limitations.
5. Maintenance of egress and fire safety, with appropriate references to the International Fire Code.

Commissioner Questions & Comments

- Will the adoption of the International Property Maintenance Code assist the Code Enforcement Officer with performing his enforcement duties? Adoption of this code will give the Code Enforcement Officer a step-by-step guide to handle these issues. If adoption of this code creates a higher case load, the city may consider adding staff if necessary to accommodate.
- Adding this code augments what is already in place and provides the tools to enforce repairs.
- The Planning Commissioners unanimously support moving the International Property Maintenance Code forward to the City Council.

Municipal Code Draft Titles 9 and 13

The next batch of Municipal Code Amendments is Title 9 – Public Peace, Morals, and Safety and Title 13 – Code Enforcement. These two Titles have been grouped together for review as they both address enforcement issues and have direct code correlations. The draft amendments delete outdated code citations and modernize by applying current best practices. It notes where new sections have been



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added or where moved. In general, these titles and chapters have been reorganized for better flow and readability with similar topics being grouped together.

Purpose of Titles:

- Title 9: Public Peace, Morals, and Safety: Title 9 contains the laws and regulations enforced by the City's Police Department.
- Title 13: Code Enforcement: Title 13 contains the code enforcement procedures generally applied to the remaining municipal code titles including zoning and development standards. The Building Official is the City's Code Enforcement Officer.

The Planning Commissioners unanimously support moving this SMC Draft Titles 9 and 13 forward to the City Council.

Miscellaneous Business:

Capital Improvements Project List and Survey

During the February 13, 2023 Planning Commission meeting, staff asked the Commissioners to think about areas of Stanwood that need maintenance or improvements, such as roads, sidewalks, and parks that should be added to the Capital Improvements Project List. They were asked to bring these ideas back to the March Planning Commission meeting. Below are the Commissioners thoughts and comments.

- The roundabout at 284th Street NW and 80th Avenue NW needs improvements.
- Consider adding a roundabout at 272nd Street NW and 72nd Avenue NW. This area gets congested with traffic from SR 532 and the High School. The 276th Street NW and 72nd Avenue intersection also gets very congested.
- Traffic and parking in the Cedarhome Elementary area gets congested and is a potentially dangerous area for students and other pedestrians.
- Streetlights are needed in multiple areas around the city.
- Sidewalks are needed in many places throughout the city.
- Add a sidewalk in front of Heritage Park and larger trees to buffer the wind.
- Speeding is a concern on 284th Place NW.
- Raised crosswalks could double as speed bumps.
- Church Creek Estates has speed bumps. The city could use this neighborhood as a case study for the effects they have on speeders.
- Install a walking bridge over SR 532 at 72nd Avenue NW.
- Reduce the number of trees and/or trim the trees at Church Creek Park, the dark shade makes the park uninviting for families.
- Extend Port Susan walking trails.
- Repair the brick road in west downtown and Cedarhome Drive.
- Add a roundabout at Viking Village & SR 532.
- The new Cedarside Commons Development will add more traffic to the already congested area near the high school. Prioritize this area.
- Obtain additional property at Church Creek Park to expand walking trails on the other side of the creek.



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- Add to the trail system near the movie theater and add a park. This could benefit the people living and working in the area.
- Add a sidewalk along SR 532 to the fairgrounds.
- Improve pedestrian walkway on SR 532 between Haggen's (72nd Avenue NW) and downtown Stanwood for walkers. Or consider adding a trail between Haggen's and downtown for people to stay off the highway.
- Add a sidewalk in front of Cedarhome Market instead of the wide shoulder that is currently there.
- Create a park at the water towers.
- Connect Church Creek Park and Heritage Park via a trail system.
- The stairs along the side of Cedarhome Drive (brick road area) need repair.
- Splash pad.
- Add a looping trail system around Heritage Park.
- Improve the wetland area at Heritage Park, it is uninviting.
- Consider a rails-to-trails program for the railroad track across from Heritage Park.
- Add trails on the dike.
- Small boat access near Hamilton Park.

Recent Council Action on Commission Items:

- Final adoption of Stanwood Municipal Code Titles 1, 2 & 4 at City Council on March 23, 2023.

Upcoming Items:

- Comprehensive Plan Land Use Element
- Draft Housing Action Plan

Adjourn: 8:37 pm

Cedarside Commons Project Narrative

Project Narrative -

Vision Statement

The Cedarside Commons project is envisioned as an all-inclusive development of residential housing, boutique commercial personal services and small retail shops with an emphasis on shared opportunities for formal and informal interactions and experiences as a community. The central organizing design element is what we are calling the “Commons Building.” This is a dedicated facility offering the Cedarside Commons residents and guests meeting rooms, games rooms, exercise facilities with a dedicated yoga studio and a quiet library for reading or study. In addition, the Cedarside Commons project offers a variety of linked outdoor spaces that includes trails, sport courts, outdoor movie venues, wildlife viewing platforms, gazebos, and children’s play areas that will further foster the neighborhood associations and human interactions so important to the owner’s vision for this project. Also integral to the owner’s vision is the strong visual associations developed between the building forms designed for this project that include complimentary use of exterior materials and colors, the exuberant modulation of building facades and roof lines, and the insertion of small courtyards, terraces, plazas, and arcades throughout the project to further link the interior private building spaces to the outdoor shared community spaces. The owner also wants to foster the connection to the land and the Church Creek Park. With the proximity of Church Creek, associated wildlife areas and the park, special attention was given to integrating the project with the surrounding natural areas. Nature trails and outdoor activity spaces will create a bridge between indoor and outdoor recreation, leading to a project attuned with the natural beauty of its location. The result is a coherent, connected assemblage of architectural forms, and spaces that will contribute to a shared sense of community, conservation, and neighborhood association.

Project Description

General overall:

This is a mixed-use project on 21.8 acres, consisting of 444 studio, one-, two- and three-bedroom apartment units, and 72 two- and three-bedroom townhome units for a total of 516 residential units. There will be 26,000 square feet of retail and office space and 7,130 sq. ft. central commons building, providing fitness, gathering, BBQ, library, game room and administrative spaces. Parking is provided for more than 900 vehicles in parking structures and on the surface.

A pedestrian only shopping and dining street is planned. Two retail buildings face each other across a pedestrian only street leading to an open plaza. Both

structures have extended roofs to create dry walkways along the store fronts. The plaza at the end of the street is intended for use as a farmers' market, Saturday market, or in the annual Camano art tour. The possibilities for the plaza space go beyond however and could become part of an outdoor restaurant space, music venue, or public playground.

Parking is provided for more than 900+ vehicles in both parking structures and surface parking areas. Approximately one third of the total property acreage will be reserved as riparian habitat to protect and preserve the Church Creek stream corridor and adjoining buffers. The project intends to achieve LEED Certification. The building detailed site plans, landscape plans, floor plans, elevations and 3D models of the project are included with the Application packet to provide additional detailed information.

Specific Building/Site Discussions:

Building siting and orientation is meant to emphasize street frontage associations and cross connections, to facilitate and enhance pedestrian access, and provide pedestrian amenities as outlined in Stanwood's building design standards. A pedestrian boutique shopping and dining "street" venue is planned to front the arterial of 72nd Ave. NE that will link to the other mixed-use, commons and residential structures being developed. The two retail buildings face each other across a pedestrian only lane. Both structures have extended roofs to create dry walkways along the store fronts. The end of the street has a large plaza for use as a farmers' market, Saturday market, or as part of the annual Camano art tour. The intent is to create a living, working, shopping and recreation community for the tenants and residents. Siting is also meant to facilitate views to the adjacent woodlands to the north and east, and views to the south and west; and to integrate the residential, commercial, and commons components of the project, as well as tie the site into the larger fabric of Stanwood, especially to the commercial areas to the south, the high school to the west and the City Park to the north.

The central node of the developed project will consist of the Commons Building which will served as the neighborhood gathering center and its strong axial cross street connection with the central radius mixed-use building on the south frontage of the realigned 268th St. NW ROW. The Commons building is a 7,130 sq. ft. central single-story building, providing fitness, meeting rooms, BBQ, library, game room and administrative spaces. The Commons building shares a strong architectural vocabulary with the radiused mixed-use structure as well as other planned structures. This pair of structures mark the projects "gateway" and the integration of public to more private spaces. The relocation of the 268th St. NW ROW from its current location which would represent an edge condition to the proposed central public pathway thru the project not only mitigates a problematic traffic condition identified by the City of Stanwood's traffic consultants (this is discussed more thoroughly in the attached traffic

report) but provides a connecting spine that helps more thoroughly integrate this project into the larger Stanwood community. Easily accessible public parking is proposed to front both sides of the realigned ROW (see attached site plans) which will greatly enhance the viability of the proposed commercial spaces and also serve as additional guest parking for the residential densities proposed.

The higher density residential structures are planned to radiate outward from the gateway elements as described above and are generally aligned perpendicularly to the proposed 268th St NW realignment. The lower density townhome portion of the proposed development is located towards the Church Creek stream channel and associated wetlands and buffers. As shown on the attached plans the townhome structures are dispersed, 4-to-6-unit buildings that will allow for increased open space around this lower density portion of the project. We feel this transition to a lower more distributed unit density is more appropriate adjacent to the sensitive Church Creek environment.

The varying heights of the buildings work with the site grades to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW, allowing for reasonable density while still respecting the scale of the adjacent neighborhoods. Care was taken in design to avoid monolithic structures that would dominate the hillside or obscure the natural surroundings. The project materials and forms evoke a contemporary Northwest vocabulary, and a warm and tactile palate of materials in primarily earth tones, with wood accents, and complimentary colors, while breaking up the volumes into smaller areas with variation in depth to give a sense of human scale to all the various elements. Design was carefully considered to ensure an attractive and inviting space that does not dominate nearby structures or landmarks. Wood is used liberally where appropriate, to add a warmer texture to those areas where people may spend significant time, such as private decks. Durable and complimentary materials are used throughout the various buildings and site work, again in keeping with Stanwood's building design standards but upscaled compared to all nearby structures.

The allowable residential density in the Traditional Neighborhood (TN) zone is identified in Section 17.60.030 of the City of Stanwood Zoning Code as 20 DU per acre. The base calculation for this 21.8-acre site area is therefore 436 dwelling units. As noted above we are proposing a total dwelling unit count of 516 units i.e., 444 apartment units and 72 townhome units. This would represent a unit density of approximately 23.67 units per acre. We feel that this very modest request for a slight increase in unit density should be considered and approved by the City considering the high costs that this project will face both for the 268th St. NW ROW relocation and construction but also the high cost of offsite utility improvements that have been identified will be required for this project (these improvements both for scale and costs are more fully described in the attached documentation supporting this Development Agreement Application and in the

In addition, rental housing is in significant demand in the Stanwood (and greater Stanwood area) and this proposed project will help support the residential needs that exist both now and in the future as the additional phases of this project are completed. It should be noted that we are proposing two distinct types of residential units for this project i.e. townhouse style units and apartment style units. Per section 17.47.040.4 of the Stanwood Zoning code, at least 10% of the gross site area must be developed as commercial space to have fewer than 3 types of residential units. We are requesting that the City approve a reduction in unit types to the two unit types that we indicated above based on the significant areas of the site that are reserved as undeveloped critical areas. This has significantly hindered the ability to place a larger portion of the commercial area at the most leasing advantages ground floor location. The reserved undeveloped areas coupled with onsite parking requirements, shared activity spaces for the residents, and the enlarged ROW development has limited the opportunities to develop prime at grade commercial spaces.

As noted above, a significant portion (almost 1/2) of the project site will be preserved as a protected critical area (CA). This project will enhance the identified critical area by removing deleterious none-native plant species identified in the Critical Area Report (see attached corrected report) but will also provide appropriate native species plantings as described in the attached documentation.

The project will provide well over an acre of common outdoor gathering and recreational space in the form of open plazas, sports courts, play areas, dog parks and agility areas, as well as a walking path and educational signage along the adjacent wetlands and steep slope areas, which comprise about 10 acres of the site. The walking path will incorporate gazebos and art installations to enhance its allure and use. The site also abuts and will have paths connecting it to the existing Church Creek Park and its trail system and amenities. The site is designed to emphasize the green space, and beautiful views, provided by the adjacent wetlands, resulting nature preserve and stream, while minimizing and mitigating adverse impacts.

The preservation and enhancement of this significant natural resource is not only vital to the City of Stanwood community but to the larger northwest region as well. To facilitate this natural preservation and provide additional open space throughout the project the Ownership is proposing to locate a substantial portion of the over 900 parking stalls to be provided by this project in what are known as structured parking facilities i.e., underground or under structure parking garages. The City of Stanwood Zoning Code indicates the following minimum parking requirements for a mixed-use project of this scope:

COMMERCIAL

- 1. General commercial – 1 stall /400 SF**
- 2. Retail Food – 1 stall / 200 SF**
- 3. Professional services – 1 stall / 300 SF**
- 4. Dry Cleaner – 1 stall / 400 SF**

RESIDENTIAL – (per City of Stanwood’s zoning code)

- 1. Studio Apartments – 1.5 stalls/unit + 1 guest stall / 5 units.**
- 2. 1 Bedroom Units - 1.5 stalls/unit + 1 guest stall / 5 units.**
- 3. 2 Bedroom Units – 2 stalls/unit + 1 guest stall/5 units.**
- 4. 3 Bedroom Units – 2.5 stalls/unit + 1 guest stall/5 units.**
- 5. Attached Housing – 2 stalls/ unit.**

We are proposing approximately 31,000 GSF of commercial space for this project that will be marketed locally, regionally, and nationally for tenancy. In addition, the project will offer residents only tenant rental opportunities both short and long term for the Commons building multi-purpose areas, an artist studio space, small business studio offices and storage rooms. This extra residence only commercial space will add approximately 5,000 SF of commercial space (for residents only) to the complex. The tenancy is, at this time, completely indeterminate but a reasonable required parking approximation for the commercial spaces can be estimated by using a blended average of the commercial parking ratios indicated above. A reasonable average for the boutique type of commercial tenancy we are anticipating would be on the order of 1 stall per every 275 SF of commercial space. The following parking ratios represent the minimum parking requirements as defined under the City of Stanwood’s development standards for a mixed-use project of this scope:

COMMERCIAL – $31,000 \text{ GSF} / 275 = 112.72$ stalls (113).

RESIDENTIAL – (per City of Stanwood’s zoning code)

Studio Apartments – 1.5 stalls per unit x 66 units = 99 stalls
1 Bedroom Units – 1.5 stalls per unit x 198 units = 297 stalls
2 Bedroom Units – 2 stalls per unit x 150 units = 300 stalls
3 Bedroom Units – 2.5 stalls per unit x 30 units = 75 stalls
Attached Housing – 2 stalls per unit x 72 units = 144 stalls
Guest Stalls @ 1 stall/ 5 apartment units = $444/5 = 89$ stalls

Total stalls required – 1,117 stalls

The number of parking stalls this project is proposing to provide is 902 total stalls. The on-site parking stalls proposed will include 35 Handicapped stalls, 35 compact stalls, and 56 tandem stalls. The number of proposed compact stalls may increase as parking needs are more fully evaluated. The parking stalls proposed to be constructed as structured parking (under building) will be stalls assigned to the individual units. The approximately 85 stalls that we are planning to construct along with the ROW improvements are anticipated to be public stalls that will serve both patrons of the proposed commercial spaces as well as guest parking for the residential units. While we recognize that the City of Stanwood does not provide design standards for tandem stalls it has been our experience that tandem stalls are frequently provided as assigned stalls for the larger 2- and 3-bedroom units in mixed use projects of this scope. We are asking that the City of Stanwood consider approving our limited number of proposed tandem stalls for use exclusively with the 2- and 3-bedroom units.

A parking analysis has been provided as part of the Traffic Impact Analysis (TIA) by Kimley-Horn Associates which is attached for reference as part of the SEPA Checklist. The parking analysis provided as part of the TIA is as follows:

Per City of Stanwood Code 17.105.140, the following parking requirements would need to be met by the development.

- 1 space is required for every 200 SF of commercial – 31,000 SF = 155 spaces
- 2 spaces for every 2-bedroom townhouse – 44 units = 88 spaces
- 2.5 spaces for every 3-bedroom townhouse – 28 units = 70 spaces
- 1 guest space for every 5 2 or 3-bedroom townhouse unit – 72 units = 14 spaces
- 1.5 spaces are required for every studio/1-bedroom apartment – 264 units = 396 spaces
- 2 spaces for every 2-bedroom apartment unit – 150 units = 300 spaces
- 2.5 spaces for every 3-bedroom apartment – 30 units = 75 spaces
- 1 guest space for every 5 apartment units – 444 units = 89 spaces

The Cedarside Commons development has a code parking requirement of 1,187 parking spaces.

Per data from ITE's *Parking Generation Manual, 5th Edition*, the average parking demand rates for the various land uses are:

- 2.39 vehicles per 1,000 SF of office – 18,910 SF = 45 vehicles
- 1.95 vehicles per 1,000 SF of shopping center – 12,000 SF = 23 vehicles
- 1.21 vehicles per unit for multifamily (low-rise) – 72 units = 87 vehicles
- 1.31 vehicles per unit and multifamily (mid-rise) – 444 units = 582 vehicles

Therefore, per ITE data, the Cedarside Commons development has a parking demand of 737 vehicles utilizing ITE parking demand data. The development is proposing to

construct 900+ parking spaces on-site, exceeding ITE's parking demand requirements by approximately 22%.

Per Stanwood Municipal Code 17.105.050, as the development meets ITE *Parking Generation Manual* requirements, a reduction in the required number of parking spaces to the proposed number of spaces would be allowed. In keeping with the Owner's vision of a nature-oriented development we believe that reducing the amount of parking allows for the inclusion of more natural space and will limit large areas of open empty concrete that cause hot spots and other undesirable effects.

Project Phasing:

The overall project will be constructed in three (3) consecutive distinct phases each taking approximately 2 years to construct. The first phase of the project which will commence shortly after Land Use and Phase I building permits are issued. Phase I will consist of the following site and building elements (please see attached site plans, and building plans and Utility elevations for more detailed information on the individual structures):

Phase I Site Improvements:

1. Preliminary grading and stabilization of the approximately 21.8-acre site to rough grades. Construct erosion control measures.
2. Complete construction of ROW improvements for the relocation of a portion of the 268th St. NW as shown on the attached plans. This will include adjoining sidewalk and landscaping elements and all associated inground utilities, parking stalls and 2 bike lanes.
3. Construction of the wetland buffer mitigation elements per the attached landscape and civil engineering plans, including removal and replacement of a yet indeterminate sq. ft. of invasive vegetation
4. Construction of storm water detention and conveyance elements for the entire project.
5. Construction of the water and sewer distribution elements to serve the overall project including a sewer lift station at the SE limit of the site.
6. Construction of the parking areas, connecting sidewalks, landscaping, immediate building and parking lot landscaping required for Phase I building occupancy.
7. Construction of site amenities such as the pedestrian trail system, sport courts, dog parks, playgrounds, fire pits, refuse enclosures, etc.
8. Slope stabilization and hydroseeding of all site areas outside of the Phase I development.

Phase I Building Construction Improvements:

1. Construction of the Commons Building.
2. Construction of apartment Buildings B1 and B2.
3. Construction of apartment Building B3 & associated parking garage.
4. Construction of the mixed use commercial and apartment building C1.

Phase II Site Improvements:

1. Fine grading to rough under slab and under paving elevations for construction of the Phase II site and building elements.
2. Construction of storm water appurtenances and conveyance elements for connection to the project storm water facilities constructed as part of Phase I.
3. Construction of the water and sewer distribution elements to serve the Phase II project structures.
4. Construction of the parking areas, connecting sidewalks, landscaping, and the immediate building and parking lot landscaping required for Phase II building occupancy.
5. Construction of additional Phase II site amenities such as the further enhancements to the pedestrian trail system, sport courts, refuse enclosures etc.
6. Maintenance of native plants in buffer enhancement/mitigation area, including exclusion of non-native vegetation.

Phase II Building Construction Improvements:

1. Construction of apartment Buildings A1, A2, A3 and A4.
2. Construction of the two commercial marketplace buildings.

Phase III Site Improvements:

1. Fine grading to rough under slab and under paving elevations for construction of the Phase III site and building elements.
2. Construction of the remaining storm water appurtenances and conveyance elements for connection to the project storm water facilities constructed as part of Phase I.
3. Construction of the remaining water and sewer distribution elements to serve the Phase III project structures.
4. Construction of the parking areas, connecting sidewalks, landscaping, and the immediate building and parking lot landscaping required for Phase III building occupancy.
5. Construction of the remaining Phase III site amenities such as the further enhancements to the pedestrian trail system, sport courts, refuse enclosures, pergolas, fire pits, etc. to complete all final site work for the overall project.
6. Maintenance of native plants in buffer enhancement/mitigation area, including exclusion of non-native vegetation.

Phase III Building Construction Improvements:

1. Construction of townhome apartment Buildings E1 – E8 (6-unit townhome apartments) and F1 – F6 (4-unit townhome apartments).

General Project Infrastructure Improvements:

Public Works

The project will provide several important benefits to the Stanwood community.

Roadway

1. The reconstruction of 268th St NW will move its intersection with 72nd Ave NW approximately 270 feet north of its current location and give approximately 480 feet of distance from the signal at SR 532. This additional room will decrease conflicts at the intersection.
2. The new intersection will be located across from the exit from the high school to form a single intersection, again reducing the potential for turning conflicts.
3. 268th St NW will be constructed with curb, gutter and sidewalk as well as on-street parking through the development site and bike lanes in both directions.
4. New frontage improvements along the east side of 72nd Ave NW along the project frontage include a sidewalk and right turn north bound drop lane to 268th Street NW.
5. The traffic impact analysis and comment response analysis shows that the development will need to construct a northbound partial right-turn lane along 72nd Avenue NW from SR-532 to the newly aligned 268th Street NW intersection. The intersection of 72nd Avenue NW at 268th Street NW will operate at an acceptable level of service with the minor legs being stop controlled with the westbound approach having a right-turn pocket and a shared left-through lane. It is anticipated that the development traffic will not significantly impact SR-532 operations.

Utilities

1. The project will upsize sections of the downstream sewer system, increasing flow capacity. In addition this project will add a new sewer lift station that will not only serve the proposed project site but future development in the City of Stanwood's GMA to the east of the site.
2. With the relocation of 268th St NW, a new waterline will be constructed, upsizing the current 8" line to 12".

Architectural Design Features:

The physical natural elements of the project site set the stage for the architectural response. The Church Creek watershed with associated buffers, the critical slopes along the SE property boundary, the sweeping curve of the relocated 268th Street NW ROW, the proximity to the 532 Highway, the proximity of the Stanwood High School and the existing commercial development south of the Cedarside site have all contributed and had significant effects on building placement, building shape and the design character we are proposing for this project.

The intersection of SR 532 and 72nd Ave NW has been identified as an important “gateway” for the City of Stanwood. The Cedarside project recognizes this “gateway” position in the larger City of Stanwood context and chose to locate and orient a common public plaza at this intersection to reinforce the sense of arrival. This public plaza is fully integrated with the other elements of the project thru a series of sidewalks, balconies, arcades, plazas, and courtyards linking the buildings together. The sweeping radius of 268th St. NW, as noted above, directly informed the shape of the radiused-mixed-use structure and largest part of the assemblage that shares an axial symmetry with the central Commons building. The Commons is the ‘spiritual center’ of the Cedarside neighborhood offering relaxation, gathering spaces and recreation opportunities serving the entire neighborhood community. This includes an emphasis on connectivity and outdoor activity areas that include trails, sport courts, community gardens, art installations and public plazas.

As noted above, sustainability is critical to this project’s success. Sustainability will not only be derived from pursuing LEED Certification for all buildings and landscaping elements in this project but also in providing a neighborhood that offers immediate opportunities for working, shopping, recreating and daily personal interaction. The architectural design is intended to emphasize Stanwood’s rural character while “promoting the regions as a family friendly place to live, work and play.” The intent of the project was to create a Stanwood neighborhood, with close ties to the surrounding community.

Architecturally, the Commons and the curved multi-use structure provide the anchors for the neighborhood, and draw the eye to the center of the site, along the rerouted 268th Street NW. The other apartment buildings along the street are located with entry facades facing the street, and corner entries to both break up the massing on the street and to provide views to the preserved natural wooded areas to the north and northeast. The apartment structures to the south are meant to provide a definition to the southern boundary of the complex, visible from SR532, but also

moderately screened from the road.

All the structures draw from a contemporary palate of materials, mostly in warm earth tones, but also with occasional color accents, with materials such as Corten panels, metal siding, fiber cement panels and solid wood beams, columns, and trim being chosen for durability as well as visual interest. The building forms are contemporary, and highly modulated both in façade forms and in roof lines. The structures are also at the same time polychromatic with warm earth tones, an animated use of trim materials and colors to break down the scale and to provide a play of light and shadow on the facades. Sloped standing seam metal roofs are used extensively on the Commons, low retail structures and townhomes to provide a residential feel; and are used more sparingly on the apartment structures to highlight the outdoor deck areas and common terraces on the buildings.

Building heights are varied, as appropriate to the locations on the site, with the buildings of greatest height represented by the central radius building - roughly at the center of the proposed neighborhood and then Buildings A1 and A2 to the NE of the radius building and at the highest elevation of the site. The building heights of the other structures diminish in height to the eastern portion of the site towards the naturally preserved area of Church Creek watershed. The two structures, Buildings A1 and A2, which are closer to the significantly large-scale structure of the relatively new Stanwood High School building, appreciably exceed the allowable building height for the TN Zone of 55'. These structures are located to the north, where the site is currently the highest elevation, and are adjacent to what will possibly to be the site for a new city hall (or in lieu of that the Owner will repurchase the site and locate an additional apartment structure of a lower scale, to provide a transition to 72nd Avenue NW).

Of the twenty-four structures proposed for the project only buildings A1, A2 and Building C slightly exceed the height limit of 55' taken from the average frontage grades of the buildings. The average grade at the frontage for Building C for example, is 106.5' (see attached elevations). The finished elevation at the low sloped roof is at an elevation of 161.667'. As noted above the roof elements are highly articulated with variable height parapets that exceed the allowable height limits by in some cases as little as 6" (162.167") to as much as a proposed 24" parapet extension i.e., 163.667'. We are also proposing a series of shed roofs on Building C (and others as well) to further articulate the roof lines of Building C (see attached elevations). In all cases these shed roofs are above the proposed parapet heights but do not exceed the extra allowable ten feet in building height allowed under the City of Stanwood Zoning Code for sloping roof forms. It should also be noted that the added parapet height requested will not only provide more interesting and articulated roof elements but also shield from view the roof top mechanical units planned for these structures.

As noted above, Building A1 and A2 are modestly taller than the other structures of the Cedarside project particularly as defined by the allowable height limit of 55' in the TN zone (see attached elevations). The A1 and A2 structures are placed at the higher, natural site elevations to enhance the view potential from the units. We feel that with the backdrop of the bulk and scale of the nearby Stanwood High School facility a request for added building height above the 55' for these two buildings is appropriate. Please also note that the entry floor level transitions from an at-grade street condition at the building's frontages to a basement condition at the north ends of the two building will reduce the visual scale and height of the two structures significantly at the facades that face Church Creek Park (see attached elevations). Lastly, the elevations for Buildings A1, A2 and C and all other structures greater than three stories indicate an elevator overrun and roof top stair element that may slightly exceed the max. height requirements. These are called out on the elevations and will be held to the minimum. More information on the elevator over-run dimensions will be finalized when the manufacturer of the elevator is selected. The roof-stair access will be installed if the Fire Marshal requires roof top access and for mechanical maintenance but will not allow public access.

Landscape Architectural Design Features:

Native plantings that blend into the existing natural area and provide an identifiable neighborhood through plant material. After the years, once established it should be self-sustainable matching the surrounding native system with drought tolerant plants and native plants. This is to create a seamless connection from the existing wetland to the entire developed site with nature. Providing ample opportunities for people to interact with this connection. The intent is to have a strong presence of an environmental commitment throughout the development that the tenants and public can see and benefit from. We view this development as four distinct areas.

The market area has paving that is unique to the waves found in nature. Curved wood benches complement this pattern along with the natural materials in the proposed building. It is set in the southwestern part of the development and invites the surrounding neighbors to come in and participate in the large communal area. The planting areas would have a touch of organization to communicate with its location to the other neighbors across the intersections, the plant material will be drought tolerant and native plantings. These plants will be the first impression for the community and allow the tenants to experience living with nature.

The front commons area, again, for consistency has a wavy paving pattern to represent a more natural setting. At the intersection of the promenade and the road it will have that same paving to help calm the traffic as it goes through the area. The native trees along the road will be organized in a cadence providing continuity along the road and building façade with a pleasant, soft and natural area to be while enjoying the local merchants. The shrub areas will have native and drought tolerant plants and continue to provide that connection with the larger wetland area. Just outside the commons building will be a water feature that represents elements that can be found in the surrounding natural environment. The water feature will have native plantings mixed in with local boulders surrounding a pond like feature. It would be a fusion between nature and building forms that would represent the intent of the project in miniature. The water feature would allow people to sit on its edge or on a boulder and possibly steps to interact more intimately with the water.

The back commons area will be a communal space for the residents. All the elements will be focused out to the restored wetland area. The northern fire pit will be organized yet have some natural element to it and focuses your attention to the wetland. Next to that will be a turf area that will allow for lawn games and lounging. Connected to that area will be a play area for the kids. A multi sports court area that can be used for several different court games is adjacent. Next to this is a bocce ball green to enjoy that leisure sport. As we move closer to the commons building, we have another fire pit that is hugged by native evergreens and focuses you back to the building. There is a large patio area to entertain and hold events along with an outdoor kitchen area. This patio area also has a turf lawn for lounging in front of the outdoor movie screen.

The town home area has a unique feeling all its own. The idea is to have a walkable neighborhood. Having sidewalks on both sides of the street. Each unit has native plantings at the entry along with ground level patios in the back of the unit. The interior units have small yards for planting a garden or a lawn. The outer units have a patio area that overlooks the natural sounding. There is a dog run located on the west side of the neighborhood and a community garden on the east along with the neighborhood fire pit. Both elements connected by a leisurely winding path.

One of the most unique features of this development is the associated wetlands that will be restored. A walking / biking path has been located on the outer edge. It not only defines the spaces but encompasses the site. The path can be used for exercise or leisure and can be connected to the park north of the site with City approval. The path is a healthy walking distance and connects the different parts of the neighborhood with natural path instead of just roads and sidewalks. The path runs along the wetland and showcases the natural beauty of the restoration. There are several areas provided for people to sit and enjoy the surroundings or set up and do some bird watching etc.

Project Summary:

The Ownership recognizes that the Cedarside project is a complex and yet exciting neighborhood addition to the City of Stanwood. Cedarside represents a carefully crafted example of superior urban design that respects and cares for the incredible natural environment of the City of Stanwood and yet offers a more urbanized neighborhood residential living experience complete with recreational, cultural, and spiritual opportunities. Cedarside will also significantly add to the City of Stanwood's stock of quality housing, offering a range of residential experiences from 2, and 3-bedroom residential townhomes to studio apartments. Cedarside will

reinforce the City of Stanwood's desire to emphasize the "gateway" intersection of 72nd Ave NW and SR – 532 as noted in the City Beautification Action Plan – 2021-2026. Cedarside will significantly improve a "thorny" traffic problem that has been identified by the City's traffic engineers to exist at the current intersection of 268th Street NW and 72nd Ave. NW. Cedarside will be providing both onsite and off-site utility improvements that will provide added benefits to the larger Stanwood community. Cedarside will enhance an important portion of the Church Creek watershed that will provide lasting benefits to the greater Stanwood area. Lastly, Cedarside will almost certainly enhance tax revenues to the City, including mitigation fees, sales tax receipts, property tax receipts etc.

Summary of Requested Departures to City of Stanwood Development Standards:

- 1. Request for a reduction of minimum parking requirements.**
- 2. Request to provide non-standard tandem parking stalls.**
- 3. Request to increase allowable residential density from 20 units per acre to approximately 23.67 units per acre.**
- 4. Request for a slight building height exemption for Buildings C and A1, and A2.**
- 5. Reduction of the minimally required commercial density for a mixed-use project in a TN zoned site from 10% of the overall site area to 3.8% of the site area and be allowed to provide two (2) distinct unit types.**

City of Stanwood Considerations Requested by Ownership:

- 1. The City of Stanwood in recognition of Wetland mitigation efforts made by West Edge Development -Three LLC agrees to reduce the wetland buffer of the Cedarside project to 80' (as shown in the attached documentation prepared for City of Stanwood review) with further allowance for buffer averaging. City of Stanwood also agrees that per code the first 20% of the buffer can be used for permeable trails, wetland fencing, and educational signage. 20% of 80' is 16' which can be used for trails, wetland fencing, and educational signage. During the discussion gravel trails were discussed as an acceptable permeable trail that can be located within the 16'.**

- 2. Phase II of the project includes the construction of Building A1. Building A1 sits on an optional additional 1 acre that the City of Stanwood can purchase for its proposed City Hall. With the approval of the Developers agreement West Edge Development - Three LLC would like the City of Stanwood to release the additional option to purchase the ground on which Building A1 sits. West Edge Development - Three LLC is further willing to buy back the potential City Hall lot for a reasonable market rate but no less than \$100,000 more than what the City of Stanwood paid for said Lot.**
- 3. West Edge Development - Three LLC would also like to be able to start wetland mitigation and site prep with the approval of the site permit and before issuance of Building Permits.**

Cedarside Commons Development Agreement

DEVELOPMENT AGREEMENT

THE DEVELOPMENT AGREEMENT is made and entered into this _____ day of November, 2022, by and between the **CITY OF STANWOOD**, a non-charter, optional code Washington municipal corporation (hereinafter the “City”) and **WEST EDGE DEVELOPMENT – THREE**, a Washington limited liability company (hereinafter “WED 3”).

RECITALS

WHEREAS WED 3 is the owner of real property located at 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the “Subject Property”), identified as Snohomish County Assessor Parcel Nos. 32042000302000, 32042000302100 and 32042900200300, and legally described on the attached Exhibit A; and

WHEREAS WED 3 has submitted to the City an application to develop the subject property under a Binding Site Plan (“BSP”), which application is for the development of a 516-unit multi-family project, together with associated commercial development (the “Project”); and

WHEREAS in lieu of the payment of a portion of traffic impact fees authorized by Stanwood Municipal Code (SMC 17.151) that WED 3 would normally be required to pay to the City, WED 3 can be obligated to construct according to City standards an intersection improvement at the intersection of 72nd and 268th N.E. said waiver of payment shall only apply if intersection improvement is deemed necessary; and

WHEREAS in exchange for WED 3’s construction of the said intersection improvements the City will grant WED 3 a credit to be applied to the traffic mitigation fees in an amount equal to the cost of construction of the said improvement, which credit shall not exceed WED 3’s obligation to pay traffic mitigation fees; and

WHEREAS, WED 3’s proposal is acceptable to the City under certain conditions, established herein; and

WHEREAS, pursuant to RCW 36.70B.170(4) and SMC 17.60.060, the Parties recognize and agree that the execution of a development agreement is a proper exercise of the City’s police power and contract authority, that a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities, and that a development agreement shall reserve to the City the authority to impose new or different regulations to the extent required by a serious threat to public health and safety; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170 (3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1)); and

WHEREAS, this Development Agreement by and between the City and the Owner (hereinafter the “Development Agreement”), relates to the real property described on Exhibit A hereto, of the development known as Cedarside, which is generally located at: 26903 72nd Avenue NW, Stanwood, WA 98292 (hereinafter the “Subject Property”); and

WHEREAS, pursuant to RCW 36.70B.200 and SMC 17.60.060 (5), on _____ [DATE OF HEARING], the City held a public hearing regarding the form and substance of this Agreement before the City Council, and the City Council has approved a resolution authorizing the Mayor to enter into this Agreement; and

WHEREAS, after due consideration of the terms of this agreement, public hearing and City Council review, the City and Owner have agreed to enter into this Development Agreement, which shall be used to establish the appropriate density, property use, access, development standards, roadway standards and terms for the Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

GENERAL PROVISIONS

1. The Overall Project. The Project is the development and use of the Property, consisting of approximately 21.82 acres in the City of Stanwood, consisting of 444 studio, one-, two- and three-bedroom apartment units, and 72 two- and three-bedroom townhome units for a total of 516 residential units. There will be 26,000 square feet of retail and office space and a 7,130 sq. ft. central commons building, providing fitness, gathering, BBQ, library, game room and administrative spaces.

Project is to consist of 3 separate Phases numbered 1-3. 1 & 2 each contain mixed use and multifamily buildings. Phase 3 consists only of Townhomes. Each phase is expected to take 24 months to construct. Phases may be started out of order and may have delays in between phases (may not

start immediately after each other). Our proposed housing type mix is 86% multifamily and 14% Single family (townhomes).

A pedestrian only shopping and dining street is planned. Two retail buildings face each other across a pedestrian only street leading to an open plaza. Both structures have extended roofs to create dry walkways along the store fronts. The plaza at the end of the street is intended for use as a farmers' market, Saturday market, or in the annual Camano art tour. The possibilities for the plaza space go beyond however and could become part of an outdoor restaurant space, music venue, or public playground.

Parking is provided for more than 900+ vehicles in both parking structures and surface parking areas. Approximately one half of the total property acreage will be reserved as riparian habitat to protect and preserve the Church Creek stream corridor and adjoining buffers. The project intends to achieve LEED Certification. The building detailed site plans, landscape plans, floor plans, elevations and 3D models of the project are included with the Application packet to provide additional detailed information.

2. Specific Building/Site Proposal. Building siting and orientation is meant to emphasize street frontage associations and cross connections, to facilitate and enhance pedestrian access, and provide pedestrian amenities as outlined in Stanwood's building design standards. A pedestrian boutique shopping and dining "street" venue is planned to front the arterial of 72nd Ave. NE that will link to the other mixed-use, commons and residential structures being developed. The two retail buildings face each other across a pedestrian only lane. Both structures have extended roofs to create dry walkways along the store fronts. The end of the street has a large plaza for use as a farmers' market, Saturday market, or as part of the annual Camano art tour. The intent is to create a living, working, shopping and recreation community for the tenants and residents. Siting is also meant to facilitate views to the adjacent woodlands to the north and east, and views to the south and west; and to integrate the residential, commercial, and commons components of the project, as well as tie the site into the larger fabric of Stanwood, especially to the commercial areas to the south, the high school to the west and the City Park to the north.

The central node of the developed project will consist of the Commons Building which will served as the neighborhood gathering center and its strong axial cross street connection with the central radius mixed-use building on the south frontage of the realigned 268th St. NW ROW. The Commons building is a 7,130 sq. ft. central single-story building, providing fitness, meeting rooms, BBQ, library, game room and administrative spaces. The Commons building shares a strong architectural vocabulary with the radiused mixed-use structure as well as other planned structures. This pair of structures mark the projects "gateway" and the integration of public to more private spaces. The relocation of the 268th St.

NW ROW from its current location which would represent an edge condition to the proposed central public pathway thru the project not only mitigates a problematic traffic condition identified by the City of Stanwood's traffic consultants (this is discussed more thoroughly in the attached traffic report) but provides a connecting spine that helps more thoroughly integrate this project into the larger Stanwood community. Easily accessible public parking is proposed to front both sides of the realigned ROW (see attached site plans) which will greatly enhance the viability of the proposed commercial spaces and also serve as additional guest parking for the residential densities proposed.

The higher density residential structures are planned to radiate outward from the gateway elements as described above and are generally aligned perpendicularly to the proposed 268th St NW realignment. The lower density townhome portion of the proposed development is located towards the Church Creek stream channel and associated wetlands and buffers. As shown on the attached plans the townhome structures are dispersed, 4-to-6-unit buildings that will allow for increased open space around this lower density portion of the project. We feel this transition to a lower more distributed unit density is more appropriate adjacent to the sensitive Church Creek environment.

The varying heights of the buildings work with the site grades to build up from the SE towards the west and north and back down to lower scaled retail structures along 72nd Avenue NW, allowing for reasonable density while still respecting the scale of the adjacent neighborhoods. Care was taken in design to avoid monolithic structures that would dominate the hillside or obscure the natural surroundings. The project materials and forms evoke a contemporary Northwest vocabulary, and a warm and tactile palate of materials in primarily earth tones, with wood accents, and complimentary colors, while breaking up the volumes into smaller areas with variation in depth to give a sense of human scale to all the various elements. Design was carefully considered to ensure an attractive and inviting space that does not dominate nearby structures or landmarks. Wood is used liberally where appropriate, to add a warmer texture to those areas where people may spend significant time, such as private decks. Durable and complimentary materials are used throughout the various buildings and site work, again in keeping with Stanwood's building design standards but upscaled compared to all nearby structures.

3. The Subject Property. The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference, and shall hereafter be referenced as the "Subject Property."

4. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

4.1. "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

4.2. “Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

4.3. “Council” means the duly elected legislative body governing the City of Stanwood.

4.4. “Director” means the City’s Community Development Director and/or Public Works Director.

4.5. “Effective Date” means the effective date of the Adopting Resolution.

4.6. “Existing Land Use Regulations” means the ordinances adopted by the City Council of Stanwood in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Public Works Street and Utility Standards, SEPA, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards.

4.7. “Fees” means all monetary payment of permit fees, impact fees or fees collected for non-land use regulations. The fee resolution that is adopted by the Stanwood City Council at the time of permit submittals will be the fee schedule in place. Fees are not vested for the future development of lots 79, 80, 81.

4.8. “Landowner”, “Owner” or “Developer” means the owner or the party who has acquired any portion of the Subject Property from the Owner who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Owner” is identified in Section 5 of this Agreement. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

4.9. “Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

5. Exhibits. Exhibits to this Agreement are as follows:

- 5.1. Exhibit A – Legal description of the Subject Property.
- 5.2. Exhibit B – Vicinity Map.
- 5.3. Exhibit C – Enlarged Site Plan.
- 5.4. Exhibit D – Vested Studies.
- 5.5. Exhibit E – Legal Description of Property to be sold by City.
- 5.6. Exhibit F – Purchase and Sale Agreement.

5.7. Exhibit G – Termination of Right of First Refusal.

6. Parties to Development Agreement. The parties to this Agreement are:

6.1. The “City” is the City of Stanwood, 10220 270th St NW, Stanwood, WA 98292.

6.2. The “Developer” or “Owner” is WEST EDGE DEVELOPMENT – THREE, LLC, a Washington limited liability company which owns the Subject Property in fee, and whose principal location is currently located at P.O. Box 430, Arlington, Washington, 98223.

6.3. The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property. The terms “Landowner”, “Owner” or “Developer” may be used interchangeably in this Agreement.

7. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development. The City has interest in the private development to ensure compatibility with the Stanwood Municipal Code and Zoning requirements that are currently adopted.

8. Term of Agreement. This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement and shall continue in force for a period of 20 years, unless the property is developed to the terms of this agreement or unless revoked by mutual agreement of the Parties and approved by an adoption of a Resolution of the City Council. A covenant shall be recorded against the subject property stating the property is to be developed pursuant to this development agreement and with a minimum of five hundred sixteen (516) multi-family units.

9. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

10. Permitted Uses. The property uses shall be those set forth in this Agreement, the permits and approvals identified herein, and all Exhibits incorporated herein.

COMPONENT	ORDINANCE	DEVIATION REQUEST
Density	SMC 17.60.030 allows 20du/acre. This would	The proposal is for a total dwelling unit count of 516 units i.e., 444

	allow 436 dwelling units.	apartment units and 72 townhome units. This would represent a unit density of approximately 21.82 units per acre. We feel that this very modest request for a slight increase in unit density should be considered and approved by the City considering the high costs that this project will face both for the 268th St. NW ROW relocation and construction but also the high cost of offsite utility improvements that have been identified and will be required for this project (these improvements both for scale and costs are more fully described in the attached documentation supporting this Development Agreement Application and in the preliminary grading, drainage and utility plans submitted.) In addition, rental housing is in significant demand in the Stanwood (and greater Stanwood area) and this proposed project will help support the residential needs that exist both now and in the future as the additional phases of this project are completed.
Dwelling Unit Mix Types	SMC 17.47.040.4 allows for multiple types of dwelling units if a project in the TN zone has 10% or more of commercial application.	Our proposal has 35,661 GSF of Commercial. This accounts for 3.76% of the project. Given the nature and design of the commercial space being proposed we believe this is an acceptable request. The marketplace buildings could meet the 10% requirement but would lose the pedestrian walking street and farmers/Saturday market. We believe that having those elements are a better fit, and of more benefit, for the community of Stanwood than the additional commercial space. To that end we are requesting a

		departure from code in the amount of 6.24%.
Parking	SMC 17.05.140 would require 1,165 stalls consisting of the following: • 1 space per 200 SF of commercial – 26,510 SF = 133 spaces. • 2 spaces for every 2-bedroom townhouse – 44 units = 88 spaces • 2.5 spaces for every 3-bedroom townhouse – 28 units = 70 spaces • 1 guest space for every 5 2 or 3-bedroom townhouse unit – 72 units = 14 spaces • 1.5 spaces are required for every studio/1-bedroom apartment – 264 units = 396 spaces • 2 spaces for every 2-bedroom apartment unit – 150 units = 300 spaces • 2.5 spaces for every 3-bedroom apartment – 30 units = 75 spaces • 1 guest space for every 5 apartment units – 444 units = 89 spaces	The number of parking stalls this project is proposing to provide is 902 total stalls. The on-site parking stalls proposed will include 35 Handicapped stalls, 35 compact stalls, and 56 tandem stalls. The parking stalls proposed to be constructed as structured parking (under building) will be stalls assigned to the individual units. The approximately 85 stalls that we are planning to construct along with the ROW improvements are anticipated to be public stalls that will serve both patrons of the proposed commercial spaces as well as guest parking for the residential units. While we recognize that the City of Stanwood does not provide design standards for tandem stalls it has been our experience that tandem stalls are frequently provided as assigned stalls for the larger 2- and 3-bedroom units in mixed use projects of this scope. A parking analysis has been provided as part of the Traffic Impact Analysis (TIA) by Kimley-Horn Associates which is attached for reference as part of the SEPA Checklist. The parking analysis provided as part of the TIA is as follows: Per data from ITE's Parking Generation Manual, 5th Edition, the average parking demand rates for the various land uses are: • 2.39 vehicles per 1,000 SF of office – 15,910 SF = 38 vehicles • 1.95 vehicles per 1,000 SF of

		shopping center – 10, 600 SF = 21 vehicles • 1.21 vehicles per unit for multifamily (low-rise) – 72 units = 87 vehicles • 1.31 vehicles per unit and multifamily (mid-rise) – 444 units = 582 vehicles Per ITE data, the Cedarside Commons development has a parking demand of 728 vehicles utilizing ITE parking demand data. The development is proposing to construct 900+ parking spaces on-site, exceeding ITE's parking demand requirements by approximately 24%. Per Stanwood Municipal Code 17.105.050, as the development meets ITE Parking Generation Manual requirements, a reduction in the required number of parking spaces to the proposed number of spaces would be allowed. In keeping with the Owner's vision of a nature-oriented development we believe that reducing the amount of parking allows for the inclusion of more natural space and will limit large areas of open empty concrete that cause hot spots and other undesirable effects.
Height limitations	SMC imposes a height limitation of 55' taken from the average frontage grades of the buildings	Of the twenty-four structures proposed for the project only buildings A1, A2 and Building C slightly exceed the height limit of 55' taken from the average frontage grades of the buildings. The average grade at the frontage for Building C for example, is 106.5' elevation. The finished elevation at the low sloped roof is at an elevation of 161.667'.

		The roof elements are highly articulated with variable height parapets that exceed the allowable height limits by in some cases as little as 6" (162.167") to as much as a proposed 24" parapet extension i.e., 163.667'. We are also proposing a series of sheds to further articulate the roof lines of Building C. In all cases these shed roofs are above the proposed parapet heights but do not exceed the extra allowable ten feet in building height allowed under the City of Stanwood Zoning Code for sloping roof forms. It should also be noted that the added parapet height requested will not only provide more interesting and articulated roof elements but also shield from view the roof top mechanical units planned for these structures. Building A1 and A2 are modestly taller than the other structures of the Cedarside project particularly as defined by the allowable height limit of 55' in the TN zone. The A1 and A2 structures are placed at the higher, natural site elevations to enhance the view potential from the units. The backdrop of the bulk and scale of the nearby Stanwood High School facility a request for added building height above the 55' for these two buildings is appropriate. Please also note that the entry floor level transitions from an at-grade street condition at the building's frontages to a basement condition at the north ends of the two building will reduce the visual scale and height of the two structures significantly at the facades that face Church Creek Park.
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		The elevations for Buildings A1, A2 and C and all other structures greater than three-stories, indicate an elevator overrun and roof top stair element that may slightly exceed the maximum height requirements. These are called out on the elevations and will be held to the minimum. More information on the elevator over-run dimensions will be finalized when the manufacturer of the elevator is selected. The roof-stair access will be installed if the Fire Marshal requires roof top access and for mechanical maintenance but will not allow public access. An additional 10 feet may be allowed for multifamily, townhouse, and hotel/motels when the TN zone is located within 200 feet of SR 532 if the structure includes a pitched roof and no additional floors are added.
Reduction of Wetland Buffer requirements		A significant portion of the project site will be preserved as a protected critical area (CA). This project will enhance the identified critical area by removing deleterious none-native plant species identified in the Critical Area Report (see attached corrected report) but will also provide appropriate native species plantings as described in the attached documentation. The project will provide well over an acre of common outdoor gathering and recreational space in the form of open plazas, sports courts, play areas, dog parks and agility areas, as well as a walking path and educational signage along the adjacent wetlands and steep slope areas, which comprise about 10 acres of the site. The walking path

		will incorporate gazebos and art installations to enhance its allure and use. The site also abuts and will have paths connecting it to the existing Church Creek Park and its trail system and amenities. The site is designed to emphasize the green space, and beautiful views, provided by the adjacent wetlands, resulting nature preserve and stream, while minimizing and mitigating adverse impacts. The preservation and enhancement of this significant natural resource is not only vital to the City of Stanwood community but to the larger northwest region as well. To facilitate this natural preservation and provide additional open space throughout the project the Ownership is proposing to locate a substantial portion of the over 900 parking stalls to be provided by this project in what are known as structured parking facilities i.e., underground or under structure parking garages. The City of Stanwood in recognition of Wetland mitigation efforts made by the Developer will reduce the wetland buffer of the Cedarside project to 80' with further allowance for buffer averaging. Per code the first 20% of the buffer can be used for permeable trails, wetland fencing, and educational signage. 20% of 80' is 16' which can be used for trails, wetland fencing, and educational signage. Gravel trails were discussed as an acceptable permeable trail that can be located within the 16'. Permanent structures are normally
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		required to be set back 15 feet from the edge of the wetland buffer. The intent of this is to protect tree roots from damage that would cause them to die if they are inside the buffer. Building Nos. B1, B2, E1, F1, E2, F2, E3, E4, E5, F3, E6, are planned to be closer to the buffer, but there are no trees in this area so the 15' setback serves no purpose, so these structure will not be subject to the additional 15' set back. Developer would commence wetland mitigation and site prep before the approval of the site permit and before issuance of Building Permits.
Utilities	The City has requested to install utilities (sewer, water, electricity and cable) to the eastern property line.	Developer is willing to install these utilities to the eastern property line, but only if the City will waive construction setbacks from Church Creek, if the Developer is not required to increase the size of the culvert, and if approval of this installation is not required from any State or Federal agency (DOE and Army Corps of Engineers)
Bike Lanes/Pedestrian Access/Parking		Bike lanes and off street parking are planned, but do not need to be installed further east than the townhome turnout. Sidewalks are planned to the east boundary of the project on the north side of the street, but because there will be no residential structures east of the townhomes there is no need for sidewalks further east of the townhomes on the south side of the street. The general public will be allowed to use the walking/biking trail that runs through the site so long as the Developer is indemnified from any liability that may arise from persons using the walking/biking trail system.

		The City will also allow the Developer to connect to the existing trails in the Church Creek Park.
Additional Property	The City has expressed an interest in selling the 1.25 acres near the northwest corner of the project	In the event this additional property is acquired by the Developer, the Developer will be entitled to add one (1) additional multi-family building, along with parking and associated amenities to that parcel under the same agreements listed in this document.

11. Modifications. Minor amendments to the Developers Agreement may be approved administratively by the community development director. Major amendments to the Developers Agreement shall be approved by City Council.

11.1. Minor amendments shall include:

- Boundary line adjustment.
- Changes to street standards.

11.2. Major amendments shall include:

- Revisions to the approved permitted uses.
- Increase of density greater than 20 dwelling units per acre.

12. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

13. Existing Land Use Fees and Impact Fees.

13.1. Land use fees adopted by the City by ordinance or resolution as of the Effective Date of this Agreement may be increased by the City from time to time. All fees shall be those in place at the time of permit submittal or issuance.

13.2. All impact fees shall be paid as set forth in the approved permit or approval, or adopted City fee schedule. All impact fees shall be those in place at the time of permit submittal or issuance.

13.3. In exchange for WED 3's construction of the said street improvements the City will grant WED 3 a credit to be applied to the traffic mitigation fees in an amount equal to the cost of construction of the said road, which credit shall not exceed WED 3's obligation for traffic mitigation fees.

14. Development Activity. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate Developer of the Subject Property to have certain aspects of the development agreed to by both the City and current Owner prior to development, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the following factors will assist in the development of the project:

15. Property Uses. The subject property is designated for multi-family development and shall construct a maximum of five hundred sixteen (516) dwelling units.

15.1. Access. Access to the project will be provided from 72nd Avenue N.W. over a new Right-of-Way to be constructed by Developer.

15.2. Right-of-Way Dedication. Right-of-way dedication shall be in accordance with Section 16 below.

15.3. Development Standards. The subject property shall be developed as a multi-family residential project with mixed use commercial development. The Developer shall submit a site development permit consistent with the submittal requirements of the Stanwood Municipal Code in effect at the time of submittal for the City to review and approve. The site development permit shall include all applicable submittal requirements in place at the time of development. The multi-family residential project shall be designed in accordance with the architectural standards in place at the time of development permit submittal and the buildings shall be designed to reduce the mass of the structures.

15.4. Vested Studies. The following studies are vested to the development of the property:

• Traffic Impact Analysis completed by Kimley Horn dated 08/2022
• Critical Areas Study completed by Harmsen & Associates 09/20/2021
• Stormwater Drainage Report completed by Harmsen & Associates 08/19/2022
• SEPA Checklist completed by CDA Architects 09/15/2022

Changes to density, housing types, subdivision of lots, or any changes leading to an increase of development intensity, require the submittal of new documents and shall be subject to review under the regulations in place at the time of development.

15.5. Roadway Standards. Road standards shall be in accordance with SMC Street and Utility Standards, Section 2.

16. Dedication/Vacation of Right-of-Way. Except as otherwise provided herein, the Developer shall dedicate public right-of-way associated with 268th

Street N.W. as follows:

16.1. Dedication of Right-of-Way. Prior to issuance of any certificate of occupancy for the subject property, a public full street shall be constructed to city standards and shall be dedicated to the City of Stanwood upon completion. The dedication shall include the entire improved street, but shall exclude the curbs, gutters and sidewalk that will remain in the Developer's ownership. The required street lighting shall be installed and owned by the Developer, but will be connected to the City street lighting grid.

16.2. Vacation of Right-of-Way. Upon the dedication of the public Right-of-Way as contemplated by the previous section, the City shall vacate the existing Right-of-Way now known as 268th Street N.W. The real property consisting of the existing Right-of-Way now known as 268th Street N.W. shall be conveyed to the Developer upon completion of the vacation of said the existing Right-of-Way now known as 268th Street N.W. referred to in the previous section.

16.3. Construction of Right-of-Way. Developer shall construct the newly created 268th Street N.W. In the event that any intersection improvement is required at 268th Street and 72nd Ave developer shall receive a credit against the Developer's traffic mitigation fees in an amount equal to the cost of construction of the said improvement, but in no event will the credit exceed the amount of the traffic mitigation fees the Developer would be obligated to pay.

17. Termination of Right of First Refusal. Under that certain Real Estate Purchase and Sale Contract dated the 2nd day of July, 2018, the seller identified therein, Vine Street Investors, LLC, a Washington limited liability company, granted the City the right to purchase approximately one (1) acre of property adjacent to the subject property. Upon approval of this Agreement, the City's right of first refusal shall terminate, and neither party shall have any rights or obligations under the said right of first refusal. Upon termination of the right of first refusal as herein provided, the City shall execute and deliver to Developer a written Termination of Right of First refusal in the form attached as Exhibit G.

18. Default.

18.1. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

18.2. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Stanwood Municipal Code for violations of this Development Agreement and the Code.

19. Review. The City may, during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement.

20. Termination. This Agreement shall expire and/or terminate Upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed and all of the Owner's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit type or any nonresidential building and the lots, parcels, or tracts upon which such residence or building is located, when it has been approved by the City for occupancy.

21. Effect upon Termination on Owner Obligations. Termination of this Agreement as to the Owner of the Subject Property or any portion thereof shall not affect any of the Owner's obligations to comply with the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

22. Effects upon Termination on City. Upon any termination of this Agreement as to the Owner of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the existing planning and zoning laws).

23. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized

and shall provide copies of the recorded documents that sell, assign, or transfer all or a portion of the Subject Property should such action be finalized.

24. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

25. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement. If the City Council approves amendments to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations regarding uses, the approved uses on the subject properties shall be considered legal uses by the terms of this agreement.

26. Releases. Owner, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

27. Notices. Notices, demands, correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5 or as updated pursuant to Section 20. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

28. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If

litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Snohomish County Superior Court or the U.S. District Court for Western Washington.

29. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

30. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**WEST EDGE DEVELOPMENT –
THREE**, a Washington limited liability
company

CITY OF STANWOOD

By: _____

Name: Andrew D.A.W. McKinley

Title: Managing Member

Date Executed: _____

By: _____

Date Executed: _____

ATTEST:

By: _____ City Clerk

By: _____ City Attorney

[illegible]

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDREW D.A.W. McKINLEY, to me known to be the Managing Member of **WEST EDGE DEVELOPMENT – THREE, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this _____ day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Mayor of the City of Stanwood, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

The Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East, W.M. Snohomish County, Washington;
EXCEPT the North 495.00 feet thereof;
AND EXCEPT the South 208.7 feet of the East 208.7 feet thereof;
AND EXCEPT the South 20 feet thereof conveyed to Snohomish County for Road by Deed recorded under Recording No. 250901;
AND EXCEPT therefrom that portion conveyed to the State of Washington by Deeds recorded under Recording Nos. 1338950, 1906778 and 1993450;
AND EXCEPT that portion of said Southeast quarter of the Southwest quarter of Section 20, described as follows:

Commencing at the Southwest corner of the North 495.00 feet of said Southeast quarter of the Southwest quarter;
THENCE South 88°30'55" East, along the South line of said North 495.00 feet, a distance of 23.50 feet to a point on the Easterly margin of 72nd Avenue NW, as conveyed to Snohomish County by Deeds recorded under Recording No. 166497 and 501556, the True Point of Beginning;
THENCE South 0°39'59" West, along said Easterly margin a distance of 258.89 feet;
THENCE South 89°20'01" East a distance of 6.50 feet to a point on a curve at which point the radial bearing of said Curve is North 89°20'01" West;
THENCE Southeasterly along said curve, to the left, having a radius of 30.00 feet, through a central angle of 89°28'07", an arc distance of 46.85 feet;
THENCE South 88°48'08" East a distance of 154.08 feet;
THENCE North 0°41'13" East a distance of 287.59 feet to a point on said South line of said North 495.00 feet; THENCE North 88°30'55" West, along said South line, a distance of 190.41 feet to the True Point of Beginning;
(Also known as Parcel B, Boundary Line Adjustment recorded under Recording No. 201811155006, records of King County, Washington).

PARCEL B:

Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East, W.M., Snohomish County, Washington;
THENCE North 208.7 feet;
THENCE West 208.7 feet;
THENCE South 208.7 feet;
THENCE East 208.7 feet to the True Point of Beginning;
EXCEPT 268th Street NW.

PARCEL C:

Beginning at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 29, Township 32 North, Range 4 East, W.M.;
THENCE West along the North boundary of said Northeast quarter to the Easterly boundary of SSH 1-Y; THENCE Southeasterly along said Boundary to the East boundary of said Northeast quarter;
THENCE North to the Point of Beginning;
AND beginning at the Northwest corner of the Northeast quarter of Section 29;
THENCE East along Section line to the point where said Line intersects Stanwood-Bryant County Road; THENCE in Southwesterly direction along the Northerly side of said County Road to the
DEVELOPER AGREEMENT

point where said North boundary line intersects with the West line of the Northeast quarter of said Section 29, Township 32 North, Range 4 East, W.M.;
THENCE North along said line to the Point of Beginning;
EXCEPT County Road.
ALL SITUATE in the County of Snohomish, State of Washington

EXHIBIT B
VICINITY MAP

EXHIBIT C
ENLARGED SITE PLAN

Attachment A

EXHIBIT D
VESTED STUDIES

Traffic Impact Analysis completed by Kimley Horn dated 08/2022

Critical Areas Study completed by Harmsen & Associates 09/20/2021

Stormwater Drainage Report completed by Harmsen & Associates 08/19/2022

SEPA Checklist completed by CDA Architects 09/15/2022

EXHIBIT E
LEGAL DESCRIPTION OF PROPERTY TO BE SOLD BY CITY
(SECTION 17)

Parcel A. City of Stanwood Boundary Line Adjustment No. LBLA 2018-0360, recorded under Recording No. 201811155006, records of Snohomish County, Washington, being a portion of the Southeast quarter of the Southwest quarter of Section 20, Township 32 North, Range 4 East of the Willamette Meridian.

Situate in the County of Snohomish, State of Washington.

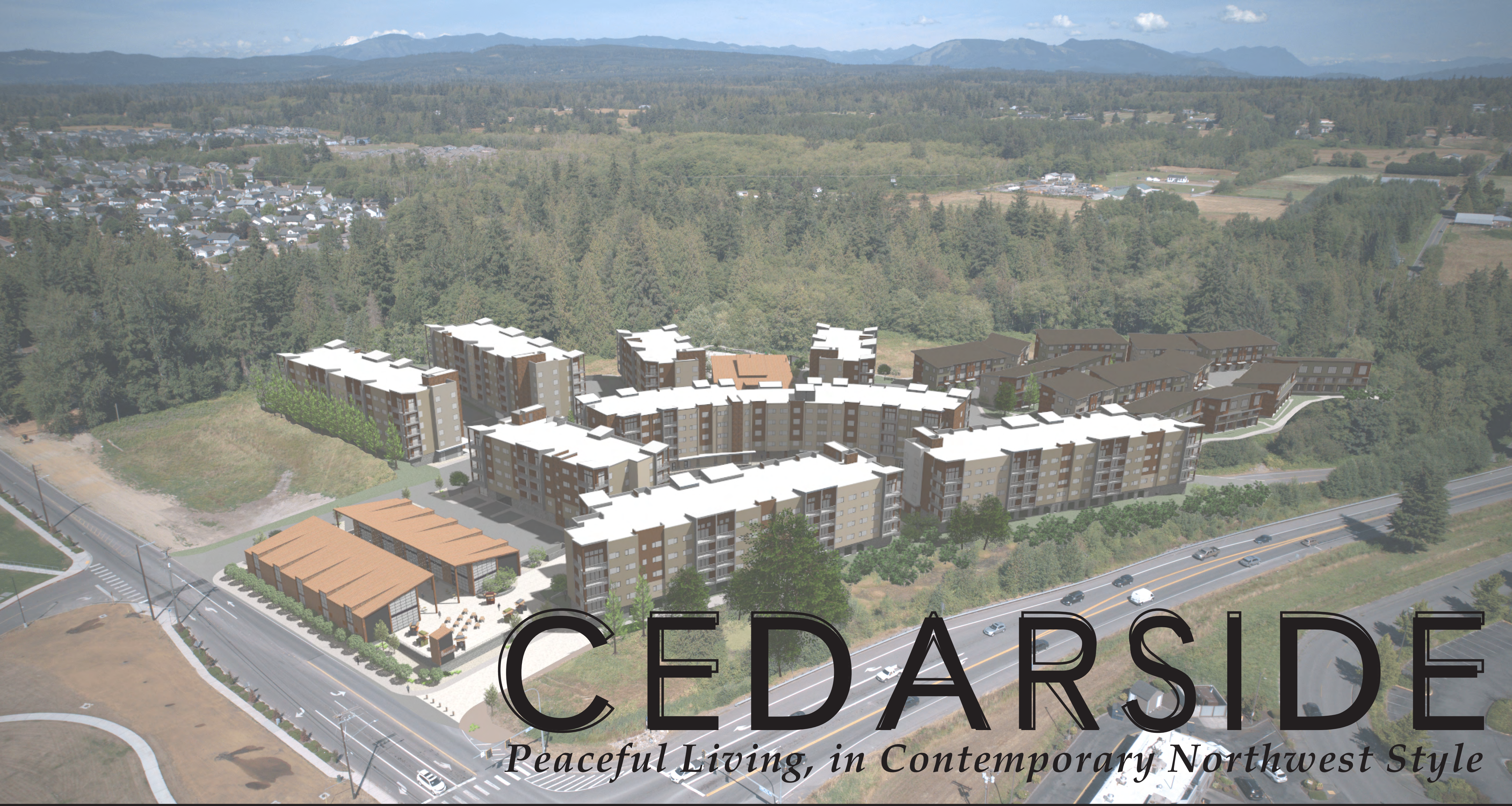
EXHIBIT F
PURCHASE AND SALE AGREEMENT
[TO BE ATTACHED]

EXHIBIT G
TERMINATION OF RIGHT OF FIRST REFUSAL
[TO BE ATTACHED]

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Cedarside Commons Applicant Presentation

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OWNER

West Edge Development

ARCHITECTS

Designs Northwest Architects
CDA + Pirscher Architects

GEO-TECH ENGINEER

Geotest Services Inc. Engineers

STRUCTURAL ENGINEER

PCS Structural Engineers

CIVIL ENGINEER

Harmsen

LANDSCAPE ARCHITECT

Thomas Rengstorf Associates

WETLANDS

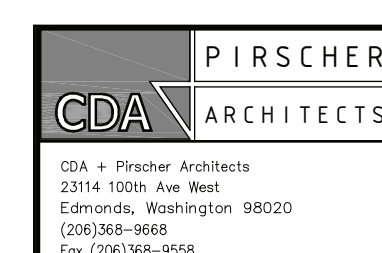
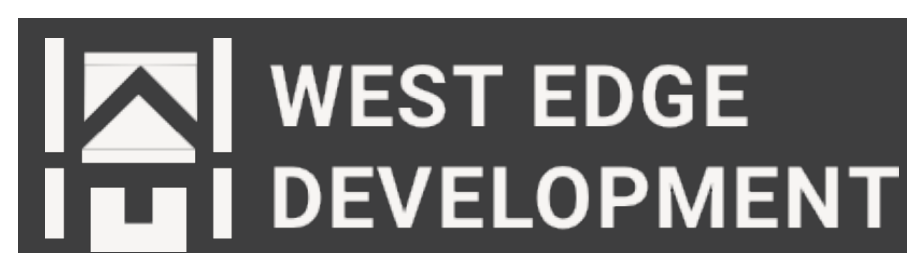
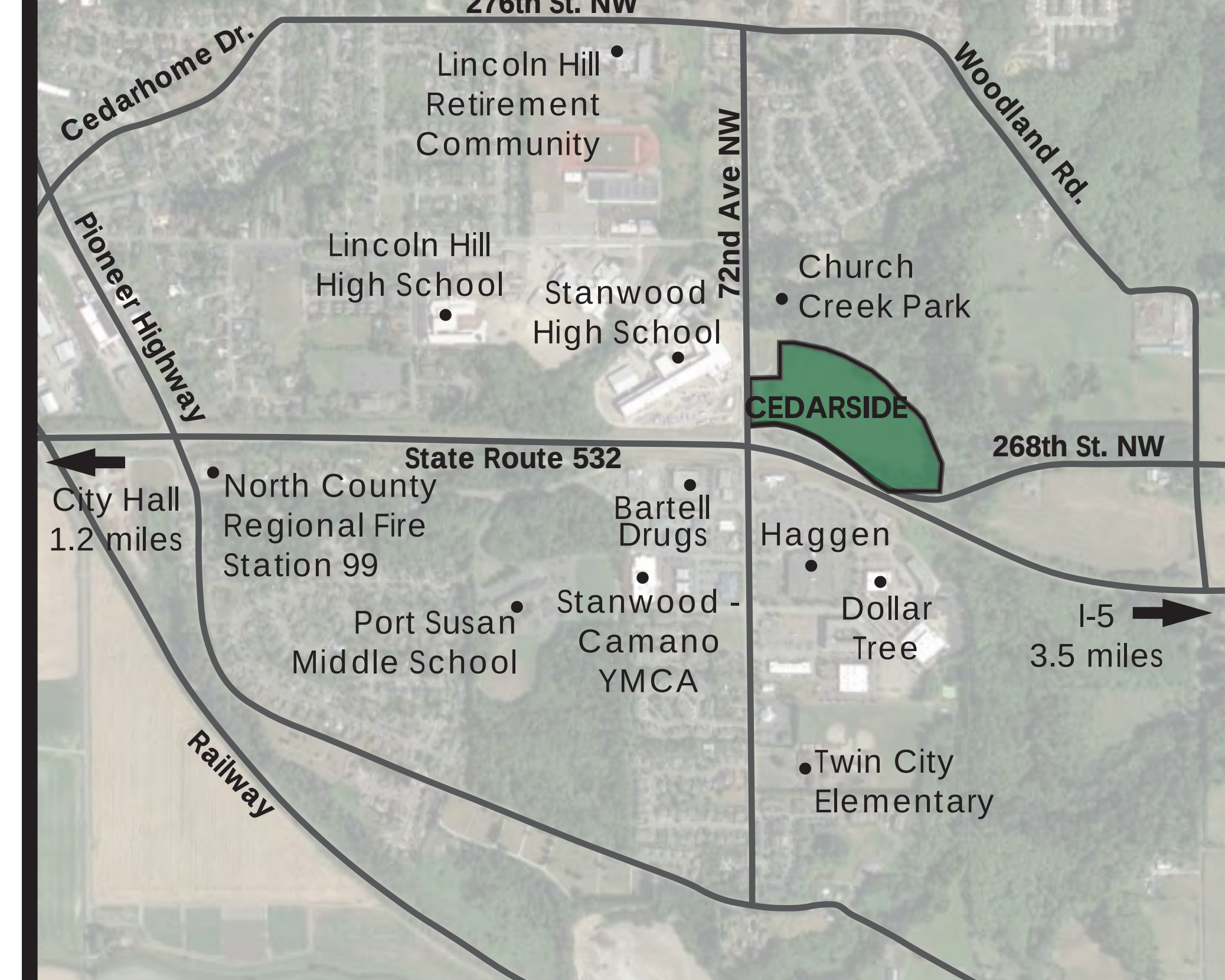
Harmsen

TRAFFIC

Kimley-Horn

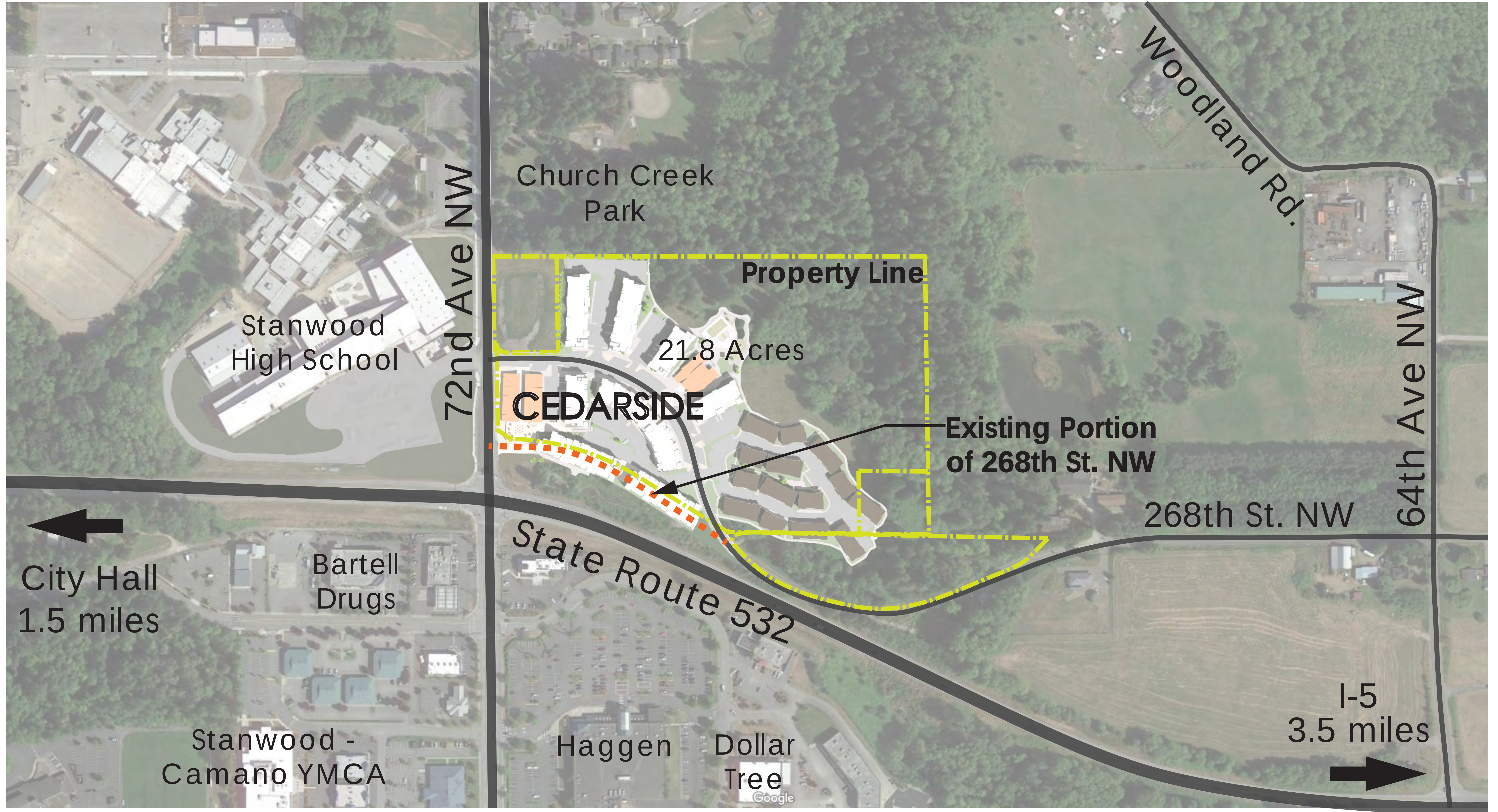
Stanwood, Washington

26903 72nd Ave NW & 6824 268th St NW
276th St. NW

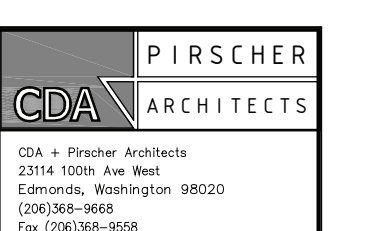


CEDARSIDE

by West Edge Development



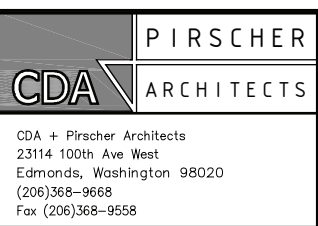
Cedarside and Vicinity
26903 72nd Ave NW & 6824 268th St NW



CEDARSIDE
by West Edge Development



Site Aerial



CEDARSIDE

by West Edge Development



Along SR 532 with Stanwood High School Beyond



Looking Towards Haggen Over SR 532

Aerials

CEDARSIDE

by West Edge Development



Architectural Site Plan

CEDAR SIDE
by West Edge Development

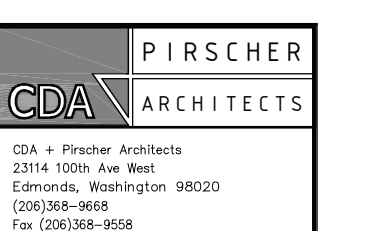
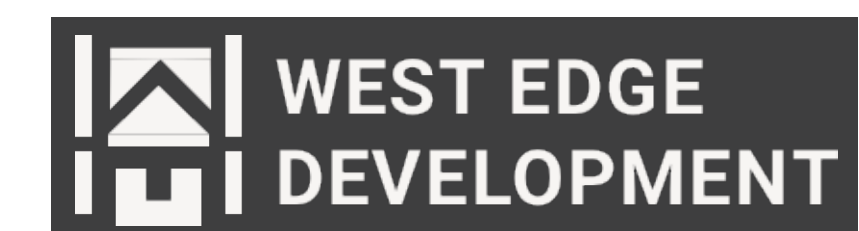


Proposed Safe Walk with Crosswalks To/From Cedarhome Elementary



Overall Site Landscape

Landscape Plan



CEDARSIDE

by West Edge Development



Buildings D1, D2, and the Market Plaza



Buildings C, Commons, and the Recreation Area



Townhome Neighborhood

Landscape Plan Vignettes

CEDARSIDE

by West Edge Development



Looking South Towards McDonalds



Looking North Towards Stanwood High School Entrance

Intersection of SR 532 & 72nd Ave NW

CEDARSIDE

by West Edge Development



Apartments from SR 532 Looking West



Apartment from 72nd Ave NW, Looking East

Apartment Buildings A1 & A4

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by West Edge Development



Retail Buildings with Fire Road Access Looking Northeast



Retail Buildings Looking South



Market Plaza

Retail Buildings and Market

CEDARSIDE

by West Edge Development



Mixed-Use Retail Looking East



Mixed-Use and Apartment Main Entry With Retail, Looking South



Mixed-Use and Apartments Looking West



Rear of Apartment Building and Mixed-Use with Garage Entries, Looking West

Apartment Building

CEDARSIDE

by West Edge Development



Entry, Looking North



Rear, Looking South

Commons Building

CEDARSIDE

by West Edge Development



Looking East



Looking Northeast

Townhome Neighborhood

CEDARSIDE

by West Edge Development



Community Garden Looking West



Dog Walk Looking East

Townhome Neighborhood