DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF EDGEWOOD
AND DHALIWAL TC LANDING LLC FOR THE
DHALIWAL TC LANDING DEVELOPMENT

PREAMBLE

THIS DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF EDGEWOOD AND DHALIWAL TC LANDING LLC FOR THE DHALIWAL TC LANDING DEVELOPMENT ("Development Agreement") is made and entered into this ___ day of _______________, 2022, by and between the City of EDGEWOOD, a non-charter, optional code Washington municipal corporation ("City"), and DHALIWAL TC LANDING LLC, a limited liability corporation organized under the laws of the State of Washington ("Developer"), and Carol A. Davis ("Davis"). The City, Developer, and Davis are collectively referred to in this Agreement as the “Parties,” and individually as a “Party.”

RECITALS

WHEREAS, development agreements between a local government and a person having ownership or control of real property within its jurisdiction are authorized by RCW 36.70B.170(1) and Chapter 18.55 of the Edgewood Municipal Code ("EMC"); 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 those listed and attached hereto as Exhibit D; and

WHEREAS, pursuant to RCW 36.70B.170(1), a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW and the City’s regulations, including but not limited to chapter 18.55. EMC.; and

WHEREAS, this Development Agreement relates to the development known as Dhaliwal TC Landing (City File No. 20-1348), located at: 1914 Meridian Avenue East, Edgewood, WA 98372 ("Subject Property"); and

WHEREAS, the City requires all new projects to undergo traffic concurrency review subject to Chapter 18.105 EMC, and the City issued a Concurrency Reservation Certificate (CRC) for the Project on June 26, 2020; and

WHEREAS, in order to develop the Subject Property as proposed, the applicant must construct a new intersection at 20th Street East and Meridian Avenue East and a planned collector
arterial, “100th Avenue East”, between the Subject Property and 24th Street East, as depicted on the City’s Functional Classification System Map (Comprehensive Plan, Figure 9); and

WHEREAS, there is a category III wetland and wetland buffer within and adjacent to the right-of-way for 100th Avenue East; this wetland and buffer (“Impacted Wetland”) will be impacted by construction of 100th Avenue East; and

WHEREAS, the Impacted Wetland was previously unavoidably altered by the City’s installation of a public sewer main under Local Improvement District #1; and

WHEREAS, Chapter 14.40 EMC requires compensatory mitigation for unavoidable alterations to wetlands and buffers; and

WHEREAS, the City has conducted studies documenting cost and demand for new facilities and services pursuant to chapter 4.30 EMC, Traffic Impact Fees; pursuant to EMC 4.30.040, the development of this Project will require payment of traffic impact fees; and

WHEREAS, a development agreement must be approved by resolution after a public hearing (RCW 36.70B.200); and

WHEREAS, a public hearing for this Development Agreement was held on June 28, 2022, and the City Council approved this Development Agreement by Resolution ______ on ________;

NOW THEREFORE, in consideration of the mutual promises set forth here, the parties hereto agree as follows:

AGREEMENT

Section 1. The Subject Property. The Subject Property is legally described and depicted in Exhibits A and B, respectively, attached hereto and incorporated herein by this reference. The Subject Property consists of four tax parcels under the following ownership:

A. Parcel A (APN 0420091134), Parcel B (APN 0420091012), and Parcel C (APN 0420091051) are owned by Dhaliwal TC Landing LLC.

B. Parcel D (APN 0420091032) is owned by Carol A. Davis.

Section 2. The Project. The Project is the development and use of the Subject Property, consisting of approximately 12.41 acres in the City of Edgewood. Permit/Application No. 20-1348 describes the Project as a mixed-use development consisting of 578 apartment units and ground-level commercial space, as depicted in Exhibit C (the “Project”). Off site, the Project includes:

A. construction of a new intersection at 20th Street East and Meridian Avenue East (“20th/Meridian Intersection”) and a collector arterial, “100th Avenue East”, between the
Subject Property and 24th Street East, as depicted on the City’s Functional Classification System Map (Comprehensive Plan, Figure 9); and

B. compensatory mitigation for unavoidable alterations to the Impacted Wetland located with the right-of-way for 100th Avenue East and Pierce County Parcel No. 0420091014.

Section 3. 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.

A. “Adopting Resolution” means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

B. “Council” means the duly elected legislative body governing the City of Edgewood.

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

D. “Existing Development Standards” means the ordinances adopted by the City Council of Edgewood listed and attached in Exhibit D. Existing Development Standards do not include non-land use regulations, which includes taxes and impact fees.

E. “Landowner” is the party who has acquired any portion of the Subject Property and unless otherwise released as provided in this Development Agreement, shall be subject to the applicable provisions of this Development Agreement.

F. “Vesting date” means August 24, 2020, the date the complete Design Standards Review Application was submitted.

Section 4. Exhibits. Exhibits to this Development Agreement are as follows:

A. Exhibit A – Legal description of the Subject Property.
B. Exhibit B – Map showing Development/Site Plan.
C. Exhibit C – Conceptual Site Plan of Project.
D. Exhibit D – Development Standards list and attachments
E. Exhibit E – Phasing plan, which includes the information required by EMC 18.55.060(C)(1) – (4) and (6) – (8).
F. Exhibit F – Public Benefit Improvements

Section 5. Parties to Development Agreement. The parties to this Development Agreement are:

A. The “City” is the City of Edgewood, located at 2224 104th Avenue East, Edgewood, WA 98372.

B. The “Developer” is DHALIWAL TC LANDING LLC, a limited liability corporation organized under the laws of the State of Washington, a private enterprise that owns a fee simple
partial interest in the Subject Property and whose principal office is located at 5218 76th Avenue Court West, University Place, WA 98467-4586.

C. Carol A. Davis owner of a fee simple partial interest in the Subject Property.

D. The “Landowner” as defined in Section 3. From time to time, as provided in this Development Agreement, the Developer and Davis may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released as provided in this Development Agreement, shall be subject to the applicable provisions of this Development Agreement related to such portion of the Subject Property. Developer is a Landowner at the time this Development Agreement is executed. Davis is a landowner at the time this Development Agreement is executed.

Section 6. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions or as explicitly outlined in this Development Agreement.

Section 7. Effective Date and Term. This Development Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Development Agreement and shall continue in force until ____________, 2027, which is five years from the Effective Date. The Term of the Development Agreement may be extended pursuant to EMC 18.55.080(B). Following the expiration of the term or extension thereof, or if sooner terminated, this Development Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8. Public Benefit.

A. Pursuant to EMC 18.55.060(C)(5), the Landowner shall complete the mitigation, creation and enhancement planting for the Impacted Wetland associated with City’s installation of public sewer main under Local Improvement District #1 (“Public Benefit Improvements”). These Public Benefit Improvements are detailed in Exhibit F.

B. The Landowner shall install and maintain through the associated monitoring period all wetland mitigation, creation, and enhancement planting obligations on the Impacted Wetland associated with the Public Benefit Improvements.

Section 9. Right-of-way Construction.

A. Landowner shall construct and install all roadway improvements associated with the development, including the 20th/Meridian Intersection, public roads internal to the development site, and the offsite extension of 100th Avenue East.

B. Because the 20th/Meridian Intersection is on the City’s Transportation Improvement Program, the City has performed preliminary design and survey work through Transpo Group and Bush, Roed & Hitchings Inc. The City will provide the results of same to Landowner. The City
will also facilitate coordination with Washington State Department of Transportation (“WSDOT”) for the 20th/Meridian Intersection in support of this Project.

As mitigation under the State Environmental Policy Act, the City has previously collected from the Puyallup School District $300,553.93 and $34,750 from Jupiter Tennis Center as fees-in-lieu of constructing and installing improvements associated with the portions of 100th Avenue East necessary for the Project. The City shall remit $335,303.93 to the Landowner at the completion of construction for 100th Avenue East.

C. For costs incurred above those provided in B), Landowner shall be entitled to a credit against the applicable TIF collected, in accordance with RCW 82.02.060(4), under the fee schedule adopted pursuant to chapter 4.30 EMC for the value of any dedication of land for, improvement to, or new construction of, any system improvements provided by the applicant, to facilities associated with the construction 100th Avenue East.

Section 10. Phasing. As identified under EMC 18.55.060, the Landowner must construct the project in the phases and in the numerical order of the phases listed below with reference to Buildings in Exhibit C and E.

A. Phase 1 shall consist of the following buildings along with all required parking and road infrastructure to support them.
   • Building 4: a 1-story clubhouse, to include a 3-seasons room and outdoor pool.
   • Building 5: a 4-story, 36-unit elevatored low-rise structure.
   • Building 6: a 4-story, 36-unit elevatored low-rise structure.
   • Building 7: a 4-story, 36-unit elevatored low-rise structure.
   • Building 8: a 4-story, 36-unit elevatored low-rise structure.
   • Construction of the 20th Street East/Meridian Intersection, public roads internal to the development site, and the offsite extension of 100th Avenue East.

B. Phase 2 shall consist of the following buildings along with all required parking and road infrastructure to support them.
   • Building 1: a 5-story, 181-unit mixed-use building with 304 parking stalls provided on two tiers below the structure.
   • Building 3: a 4-story, 48-unit elevatored low-rise structure.

C. Phase 3 shall consist of the following buildings along with all required parking and road infrastructure to support them.
   • Building 2: a 5-story, 58-unit mixed-use building with 114 parking stalls provided on two tiers below the structure.
   • Building 9: a 4-story, 36-unit elevatored low-rise structure.
   • Building 10: a 4-story, 36-unit elevatored low-rise structure.
   • Building 11: a 4-story, 36-unit elevatored low-rise structure.
   • Building 12: a 3-story, 27-unit walk-up structure.

Section 11. Occupancy.
A. Prior to occupancy being granted from the City for Phase 1, the 20th Street East Meridian Avenue Intersection must be operational and completed to a level acceptable by the City, and 100th Avenue East must have approved Site Development Application and be under construction. The final construction of the 20th Street East leg of the intersection is to be completed in the final phase when 20th Street East is no longer being used as a construction entrance.

B. Prior to occupancy being granted from the City for all other buildings:

- all improvements to the Impacted Wetland in Section 8, Public Benefit, must be completed;
- all internal public roads for the Project and 100th Avenue East must be completed as specified in Section 9, Right-of-way Construction; and
- vehicle parking, bike parking, parking lot striping, landscaping, hardscaping, lighting, and any other associated development standards must be installed, performed, completed, and accepted for the building’s phase listed above.

**Section 12. Vested Rights.** During the term of this Development Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Landowner is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in Exhibit D to this Development 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 Development Agreement, including the Exhibits hereto, or as expressly consented thereto by the Landowner.

**Section 13. Major and Minor Modifications.** Modifications from the approved permits or the exhibits attached hereto may be approved as outlined below.

A. Minor Modifications. A proposed modification to the permits or exhibits shall be considered a minor modification if the proposal does not materially modify the size or scope of the Project as defined by the Development Agreement. The Mayor or his/her designee may approve minor modifications upon submission of a written application by the Developer describing the proposal in sufficient detail to determine whether the proposal qualifies as a minor modification. If the application does not provide sufficient information, the Mayor or his/her designee may request additional information from the Developer or reject the application. If the Mayor or his/her designee determines that the proposal qualifies as a minor modification, the modification may be administratively approved by noting the changes in Land Use File 20-1348.

B. Major Modifications. A proposed modification to the permits or exhibits shall be considered a major modification if the proposal does not constitute a minor modification. If the Mayor or his/her designee determines that the proposal constitutes a major modification, the Developer shall submit the proposal for an amendment to this Development Agreement by following the process established by law for the adoption of a development agreement in accordance with Section 30 of this Development Agreement.
C. The Mayor’s determination on modifications shall be a final decision.

**Section 14. 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 Development 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.

**Section 15. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by resolution as of the Effective Date of this Development Agreement may be increased by the City from time to time, and are applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Title 4 of the Edgewood Municipal Code.

**GENERAL PROVISIONS**

**Section 16. Assignment of Interests, Rights, and Obligations.** This Development Agreement shall be binding and inure to the benefit of the Parties. No Party may assign its rights under this Agreement without the written consent of the other Party, which consent shall not unreasonably be withheld. This Development Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of Landowner and the City.

**Section 17. Incorporation of Recitals.** The Recitals contained in this Development Agreement, and the Preamble paragraph preceding the Recitals, are hereby incorporated into this Development Agreement as if fully set forth herein.

**Section 18. Severability.** The provisions of this Development Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Development Agreement, or the validity of its application to other persons or circumstances.

**Section 19. Termination.** This Development Agreement shall expire and/or terminate as provided below:

A. This Development Agreement shall expire and be of no further force and effect if upon completion of a Phase in Exhibit E and Section 10, the Landowner fails to submit complete building permit application for the next phase within one (1) year. Nothing in this Development Agreement shall extend the expiration date of any permit or approval issued by the City for this Project.
B. This Development Agreement shall expire and be of no further force and effect if the Landowner does not construct the Project as contemplated by the permits and approvals identified in this Development Agreement and submits applications for development of the Subject Property that are inconsistent with such permits and approvals.

C. This Development Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Landowner’s obligations in connection therewith are satisfied as determined by the City. Upon termination of this Development Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Development Agreement has been terminated. This Development Agreement shall automatically terminate and be of no further force and effect as to any residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

D. This Development Agreement shall terminate upon the abandonment of the Project by the Landowner. The Landowner shall be deemed to have abandoned the Project if/when reasonable substantial progress on the Project has ceased for a period of six months.

E. This Development Agreement may terminate pursuant to Section 18, Severability or Section 25, Default, or as otherwise outlined in this Development Agreement.

**Section 20. Effect Upon Termination on Landowner Obligations.** Termination of this Development Agreement as to the Landowner of the Subject Property or any portion thereof shall not affect any of the Landowner’s obligations to comply with the City Comprehensive Plan and 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 Development Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 21. City’s Obligations and Effects of Upon Termination on City.**

A. The City’s duties under this Development Agreement are expressly conditioned upon the Landowner’s substantial compliance with each and every term, condition, provision and/or covenant in the Development Agreement, all applicable federal, state and local laws and regulations and the Landowner’s obligations as identified in any approval or project permit for the Subject Property.

B. Upon any termination of this Development Agreement as to the Landowner of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the Subject Property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).
Section 22. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Development 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.

Section 23. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 24. Attorneys’ Fees. In the event of any litigation or dispute resolution process between the Parties regarding an alleged breach of this Development Agreement, the prevailing party shall be entitled to an award of attorneys’ fees.


A. In the event a Party, acting in good faith, believes the other Party has violated the terms of this Development Agreement, the aggrieved Party shall give the alleged offending Party written notice of the alleged violation by sending a detailed written statement of the alleged breach. The alleged offending Party shall have thirty (30) days from receipt of written notice in which to cure the alleged breach unless the Parties agree, in writing, to additional time. This notice requirement is intended to facilitate a resolution by the Parties of any dispute prior to the initiation of litigation. Upon providing notice of an alleged breach, the Parties agree to meet and agree upon a process for attempting to resolve any dispute arising out of this Development Agreement. A lawsuit to enforce the terms of this Development Agreement shall not be filed until the latter of (a) the end of the cure period or (b) the conclusion of any dispute resolution process.

B. After notice and expiration of the cure 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 Development Agreement may, at its option, institute legal proceedings pursuant to this Development 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 Edgewood Municipal Code for violations of this Development Agreement and the EMC.

C. Pursuant to EMC 18.55.020(F), any breach of this Development Agreement by the City shall give rise only to damages under state contract law and shall not give rise to any liability under Chapter 64.40 RCW, the Fifth and Fourteenth Amendments to the U.S Constitution, or similar state constitutional provisions.

Section 26. No Third-Party Beneficiaries. This Development Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Development Agreement shall have any third-party beneficiary or other rights whatsoever under this Development Agreement. No other person or entity not a Party to this Development Agreement may enforce the terms and provisions of this Development Agreement.
Section 27. Integration. This Development Agreement and its exhibits represent the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

Section 28. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Development Agreement and to carry out all actions required of them by this Development Agreement. All persons are executing this Development Agreement in their representative capacities and represent and warrant that they have full power and authority to bind their respective organizations.

Section 29. Covenants Running With the Land. The conditions and covenants set forth in this Development 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 Developer, 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 Development 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 Landowner contained in this Development Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 30. Amendment to Agreement; Effect of Agreement on Future Actions. This Development 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 Development 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 term of this Development Agreement, 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 upon termination of this Development Agreement.

Section 31. Releases. Developer, 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 Development Agreement as provided herein.

Section 32. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5 of this Development Agreement. Notice to the City shall be to the attention of both the City Clerk 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.
Section 33. Reimbursement for Agreement Expenses of the City. Landowner agrees to reimburse the City for actual expenses incurred over and above fees paid by Landowner as an applicant incurred by City directly relating to this Development Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Development Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Project are paid to the City. This Development Agreement shall be terminated if the Landowner does not pay to the City the fees provided for in this section. Upon payment of all expenses, the Landowner may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City’s presentation of a written statement of charges to the Landowner.

Section 34. Police Power. Nothing in this Development Agreement shall be construed to diminish, restrict or limit the police powers of the City granted by the Washington State Constitution or by general law.

Section 35. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Development Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys’ fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 36. No Presumption Against Drafter. This Development Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Development Agreement.

Section 37. Headings. The headings in this Development Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

Section 38. Recording. Landowner shall record an executed copy of this Development Agreement with the Pierce County Auditor, pursuant to RCW 36.70B.190, no later than fourteen (14) days after the Effective Date.

Section 39. Legal Representation. In entering into this Development Agreement, Landowner represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Development Agreement; that it has carefully read the foregoing Development Agreement and knows the contents thereof; and signs the same of its own free act; and that it fully understands and voluntarily accepts the terms and conditions of this Development Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

DHALIWAL TC LANDING LLC

By __________________________
Name Printed: ___________________
Title: __________________________
Date: __________________________

CITY OF EDGEWOOD

By __________________________
Name Printed: ___________________
Title: __________________________
Date: __________________________

ATTEST:

By __________________________
Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

By __________________________
Ann Marie Soto, City Attorney
STATE OF WASHINGTON )

) ss.
COUNTY OF _________ )

On this ________________ day of ________________, 2022, before me personally appeared _______________________, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged as the _______________________ of DHALIWAL TC LANDING LLC to be the free and voluntary act of said party for the uses and purposes mentioned in this instrument.

Print name: ________________________

NOTARY PUBLIC in and for the State of Washington
Residing at ________________________
Commission expires: __________________
STATE OF WASHINGTON 
) ss.
COUNTY OF __________ )

On this ________________ day of __________________, 20__, before me personally appeared Carol A. Davis and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged to be the free and voluntary act of said party for the uses and purposes mentioned in this instrument.

Print name: ______________________
NOTARY PUBLIC in and for the State of Washington
Residing at ______________________
Commission expires: ________________

Commission expires:
STATE OF WASHINGTON )
COUNTY OF __________ ) ss.

On this ______________ day of ________________________, 20__, before me personally appeared __________________________, to me known to be the Mayor of the CITY OF EDGEWOOOD, a Washington State municipal corporation that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument.

Print name:
NOTARY PUBLIC in and for the State of Washington
Residing at

Commission expires: