

LMC SOUTH PARK DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”), by and between the City of Redmond (“City”), a Washington municipal corporation, and Lennar Multifamily Communities, LLC (“Owner”), a Delaware limited liability company. The City and Owner are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Owner is planning the development of land located at 17371 NE 67th Ct. in Redmond, Washington and legally described on the attached Exhibit A (the “Property”). The development plan includes two five-story buildings containing approximately 284 residential units (including 13 live/work units), and a parking for 256 vehicles (“the Project”). The Property is located in the City’s Southeast Redmond Neighborhood in Marymoor Design District (“MDD”) 5 zone.

B. As required by Redmond Zoning Code (“RZC”) 21.76.070.P.2.b, Owner has prepared a master plan entitled “LMC – South Park Master Plan” dated _____, 202__ (“Master Plan”) to provide for coordinated development of the Property. Owner has applied for approval of the Master Plan, this Agreement, and Site Plan Entitlement under City File Nos. LAND-2020-00029 and LAND-2020-00030. The Master Plan has been the subject of a public review process that included public review and comment at a neighborhood meeting and recommendations for approval by the City’s Design Review Board and Technical Committee. The Redmond City Council also conducted a public hearing to obtain further public comment on the Master Plan and this Agreement.

C. Environmental impacts of the development proposed by the Master Plan were identified and the City issued a (DNS) for the Master Plan on March 22, 2021, under City File No. SEPA-2021-00138.

D. Completion of the Project in accordance with this Agreement will promote the goals and policies of the Redmond Comprehensive Plan, including but not limited to, allowing residents and visitors greater access to major employment hubs, emphasizing regional retail as part of mixed-use developments, and providing a mix of retail and commercial opportunities that meet a range of needs from daily goods and services to niche and boutique retailers, to restaurants and entertainment. The Comprehensive Plan goals furthered by the Project include, but are not limited to: LU-6, HO18, HO-44, N-SE-40, N-SE-42 and N-SE-43.

E. RCW 36.70B.170 through 36.70B.210 authorize cities to enter into development agreements with property owners to govern the future development of real property. A development agreement between Owner and the City is a collaboration that will provide mutual benefit for the Parties and the residents and businesses of the Southeast Redmond Neighborhood.

F. By executing this Agreement, the Parties intend to set forth their mutual agreements and understandings as they relate to the development of the Property and the Project.

AGREEMENT

PURSUANT TO RCW 36.70B.170 through 36.70B.210 and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and LMC enter into the following Development Agreement and agree to be bound by its terms.

1. Land and FAR. The Property governed by this Agreement, exclusive of public right-of-way, consists of approximately 160,222 square feet of land located at 17371 NE 67th Ct. and legally described on Exhibit A to this Agreement. The Property governed by this Agreement is depicted on Exhibit B to this Agreement. As provided in RZC 21.13.110 and .150, the maximum allowed development on the Property is expressed in terms of the ratio of floor area to total gross land area prior to dedication of new public right-of-way or provision of other land for public amenities (“FAR”). FAR for the Project shall thus be calculated for all purposes by using 160,222 square feet of total gross land area. Future dedications of land for right-of-way or other public use or improvements and future acquisitions of right-of-way the City or other public agencies through condemnation or otherwise shall not reduce the land area used for calculating FAR, the development rights provided for in this Agreement, or development rights provided through applicable land use regulations.

2. The Project. The Project is the proposed development of the Property and consists of two five-story buildings containing approximately 284 residential units (including 13 live/work units), some ground-floor pedestrian-oriented commercial uses, and a parking for 256 vehicles. A minimum of five percent (5%) of the residential units are proposed to be three-bedroom units. The Project also includes a public plaza near the intersection of NE 67th Court and 173rd Avenue NE, a play plaza adjacent to the Marymoor multi-modal trail, approximately 4,130 square feet of publicly accessible community gardens along the Marymoor multi-modal trail, a tool shed for community gardeners, a dog wash, and an Art Walk providing a pedestrian connection between NE 67th Court and Marymoor Park with access to visual art and an artist-in-residence studio.

3. Conformance with Master Plan. The Redmond City Council approved the Master Plan on _____, 2021. Approval of the development shown in the Master Plan and identified in this Agreement is specifically conditioned upon provision of the public amenities and other features identified in the Master Plan and/or this Agreement, including but not limited to, the three-bedroom residential units, the live/work units, the public plaza, the play plaza, the community gardens, the dog wash, artist-in-residence studio and the Art Walk. The Project shall substantially conform to the Master Plan, including amendments thereto as provided for in RZC 21.76.090(D). In the event of a conflict between the Master Plan and this Agreement, this Agreement shall control.

4. Vested Rights.

4.1 Development Regulations. Except as provided otherwise in this Agreement, development of the Project shall be vested to and governed by City development regulations in effect as of the Effective Date of this Agreement. Except as expressly stated otherwise herein, any amendments to or additions made during the term of this Agreement to City development regulations shall not apply to or affect the conditions of development of the Project. As used in this Agreement, “development regulations” shall be deemed to include regulations, policies, procedures and guidelines addressing zoning, environmental review (including SEPA procedures and substantive SEPA policies), building and site design, utilities, stormwater, impact fees, transportation concurrency and other laws, ordinance, policies, and administrative regulations and guidelines of the City governing land development.

4.2 Exemptions. The following are exempt from vesting under this Agreement:

- 4.2.1** Plan review fees, inspection fees, and transportation, school, and fire impact fees established by schedules, charts, tables, or formulae;
- 4.2.2** Water, sewer, stormwater, and other utility connection charges, general facility charges, Cascade Water Alliance charges, Metro charges, and monthly service charges;
- 4.2.3** Amendments to building, plumbing, mechanical, fire, and other construction codes adopted pursuant to RCW 19.27 and 19.27A; and
- 4.2.4** Other City enactments that are adopted pursuant to state or federal mandates (such as, but not limited to, the City’s NPDES Municipal Stormwater Permit) that preempt the City’s authority to vest regulations.

4.3 City’s Reserved Rights. Notwithstanding any other provisions of this Agreement, pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability to the extent required by a serious threat to public health and safety, as determined by the Redmond City Council after written notice and an opportunity to be heard has been provided to Owner.

4.4 Future Amendments to Code. Owner may request to be bound by future amendments to the Redmond Zoning Code, the Redmond Municipal Code, or other regulations, policies, or guidelines against which Owner is vested under this Agreement. The City’s Planning and Community Development Director may deny such request if the Director determines that compliance with the vested regulation is necessary to meet the City’s intent in approving the Master Plan or to achieve a development of like quality and benefit to the City. If Owner disagrees with such denial, Owner may apply for an amendment of this Agreement as provided in Subsection 4.5 below.

4.5 Amendments to Agreement. This Agreement may be amended administratively if no new land use not allowed under current regulations is proposed, no reduction in the amount of open space is proposed, no increase in the total amount of square footage or number of dwelling units is proposed; no reduction in the infrastructure required by this Agreement or the Master Plan conditions of approval is proposed; and the request does not involve a request to be bound by future code amendments that has been denied by the Planning and Community Development Director as provided in Subsection 4.4 above. Any amendment not meeting the criteria of the preceding sentence must be approved by the Redmond City Council using the process for consideration of development agreements set forth in the RZC.

5. Term. The term of this Agreement shall be ten (10) years, except as provided in this Section. The City and Owner may agree to extend the term of this Agreement, provided that such extension is approved by the Redmond City Council. The Redmond Zoning Code currently limits the term of a master plan approval in the Marymoor Design District to ten (10) years, with the potential for a five (5) extension. The City and Owner intend for this Agreement to be in effect for a term concurrent with the Master Plan and intend that any request for extension of the Master Plan will be processed concurrently with an extension of this Agreement, and that any expiration of the Master Plan shall cause this Agreement to expire. The City and Owner agree that if the Master Plan is extended, the term of this Agreement shall likewise be extended for the term of the Master Plan.

6. Development Approvals.

6.1 Flexibility. Detailed plans for development of the Property shall be as approved through the site plan entitlement process and other approval processes set forth in the RZC, as applicable. Road widths, right-of-way dedications, public amenity spaces, and street and utility improvements shall be governed by the Master Plan and the site plan entitlement approval. Depictions of building footprints, shapes, square footage, and number of stories in the Master Plan are illustrative only. Such graphics and text in the Master Plan shall not constrain the process of designing and approving individual developments, which shall address applicable city-wide and special MDD5 design guidelines, codes, and standards.

6.2 Conditions. The City shall not impose any condition on the Project, or on any development proposal within the Project, that is inconsistent with the Master Plan, except as authorized in this Agreement or otherwise authorized by applicable City codes or state or federal regulations, including but not limited to those codes and regulations set forth in Section 4.2 against which LMC is not vested, or under those circumstances set forth in Section 4.3.

6.3 Development Site/Land Division. The size, configuration and number of legal lots or development parcels within the Property may be modified if approved by the City without amendment of the Master Plan through boundary line adjustments, lot consolidations, binding site plans, short plats, subdivisions or the creation of condominiums. Any future land division or consolidation shall not impact the ultimate size of open spaces, infrastructure, or other required public plazas and amenity spaces or public benefits or improvements, unless permitted as an administrative amendment to this Agreement and unless the City obtains like public amenity space, public benefits, or infrastructure.

7. Street and Utility Improvements.

7.1 Street and Right-of-Way Improvements. Owner will construct the street improvements shown in the Master Plan and required by the Master Plan and site plan entitlement conditions of approval, including 173rd Avenue NE and 174th Avenue NE, in order to mitigate the transportation impacts associated with the Project. Changes to the Project that result in administrative amendments to this Agreement under Section 4.5 will not require additional street and/or right of way improvements beyond those described in the Master Plan, the site plan entitlement and this Agreement, so long as the change to the Project generates the same or fewer vehicle trips as the Project prior to the amendment, based on the methodology of the Transportation Impact Analysis accompanying the Master Plan. The construction of any associated and/or required frontage street improvement shall be completed prior to the occupancy of any building in that phase in the Project, and the dedication of each required frontage street improvement and associated right-of-way shall be completed prior to the issuance of a building permit for any building in the Project. The improvements shall be designed and constructed in accordance with the Master Plan and shall comply with City of Redmond standards and code requirements.

7.2 Utilities. Any required water mains, sewer mains, and storm drainage facilities will be installed in public right-of-way or in easements acceptable to the City. Any necessary right-of-way and easements shall be dedicated or conveyed to the City prior to issuance of a building permit for any building in the Project. Construction of such improvements shall be in accordance with City standards, including but not limited to, the City's Standard Specifications and construction details, the City of Redmond Water and Wastewater Design Requirements for System Extensions, and the City of Redmond Stormwater Technical Notebook. Owner will construct improvements as shown in the Master Plan and site plan entitlement. No additional utility improvements will be required, except as may be necessary to meet state or federal mandates against which Owner is not vested under Section 4.2 and except as may be required by the City under circumstances described in Section 4.3. Changes to the Project that result in administrative amendment to this Agreement will not result in additional utility requirements beyond those described in the Master Plan, the site plan entitlement, and their conditions of approval, provided that there is no increase in stormwater runoff as the result of the amendment and provided that the utility demands of the amendment do not exceed the capacity of the proposed Master Plan utilities or the City utility system used by the Project.

7.3 City of Redmond Resolution 1507 - Sewer Additional Connection Charges for the Marymoor Sewer System Improvement Area: Additional connection charges associated with the two parcels 5195500190 (\$395,188.73) and 5195500200 (\$395,198.60) are required as outlined in Resolution 1507, plus 2.45% interest, which began incurring on January 1, 2020. The timing of the Additional Connection Charge payment is also outlined in Resolution 1507.

8. Family Housing Units. A minimum of five percent (5%) of the total number residential dwelling units in the Project shall be three-bedroom units. Three-bedroom units shall have three bedrooms, each bedroom shall be private and of at least 100 square feet in size.

9. Live/Work Units. “Live/Work” units are single units (e.g., studio, loft, one-bedroom or two-bedroom) consisting of both a commercial/office component and a residential component that is occupied by the same resident. Live/Work units in the Project are classified as commercial space for FAR and other applicable development standards. Any Live/Work Units constructed as part of the Project shall be located as depicted in the approved Master Plan. A minimum of ten percent (10%) of the live/work units shall be reserved for occupancy by local commercial tenant(s). Local Commercial is defined as a general sales or service use (as defined by RZC 21.78) founded or based in Redmond or the adjacent cities of Kirkland, Bellevue, Issaquah, Sammamish, or Woodinville that has less than three (3) locations. National franchises (e.g. 7-11, Subway, GNC, etc.) shall not be considered a Local Commercial Use. Two of the live-work units facing NE 67th Court may be converted by Owner to purely commercial uses. All tenants of the live/work units and any tenants and employees of purely commercial units shall be allowed to use all private amenity spaces in the Project, including but not limited to, the gym, bike room, pet spa and co-working club.

10. Private Ground Floor Amenity Spaces. In consideration for Owner allowing tenants of live/work units and tenants and employees of purely commercial units access to and use of all private amenity spaces in the Project, including but not limited to, the gym, bike room, pet spa and co-working club, the private amenity spaces shall be classified as commercial spaces for purposes of FAR and other applicable development regulations.

11. Public Plaza. Owner shall construct, operate, and maintain an outdoor public plaza near the intersection of NE 67th Court and 173rd Avenue NE, as depicted in the approved Master Plan. The outdoor public plaza shall include decorative pavers or another all-weather surface approved by the City, step seating and/or other seating approved by the City, landscaping, and sculptures and/or other artwork accessible by the public. Owner shall maintain the public plaza in a safe, clean, and sanitary condition. The public shall be allowed access to the public plaza at all times except during periods that the plaza must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the plaza as long as such rules do not unreasonably limit public access.

12. Play Plaza. Owner shall construct, operate, and maintain an outdoor play plaza adjacent to the Marymoor multi-modal trail. The outdoor play plaza shall provide active play opportunities for children and adults and shall include a sport lawn, play logs, a central play feature yet to be determined, seating, and other or different amenities approved by the City. Owner shall maintain the play plaza in a safe, clean, and sanitary condition. The public shall be allowed access to the play plaza at all times except during the hours of 10PM and 6AM and periods that the plaza must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the play plaza as long as such rules do not unreasonably limit public access.

13. Outdoor Dog Wash. Owner shall construct, operate, and maintain an outdoor dog wash station as part of the outdoor plaza area adjacent to the trail. The dog wash station shall be open to the public. Owner shall maintain the dog wash station in a safe, clean, and sanitary condition. The public shall be allowed access to the dog wash station at all times except during periods that the station must be taken out of service for any necessary maintenance or repair.

Owner may establish reasonable rules for the use of the dog wash station as long as such rules do not unreasonably limit public access.

14. Community Gardens. Owner shall provide community garden spaces accessible to the community on a first come, first serve basis. The area devoted to the public garden spaces shall be a minimum of 4,130 square feet and the gardens shall be located as depicted in the approved Master Plan. The public garden spaces will include individual raised planter beds, paths, and a shared tool shed to be constructed and maintained by the Owner for the use of the community gardeners. The administration and maintenance of the gardens will be handled by the Owner's property management team.

15. Art Walk. Owner shall construct, operate, and maintain a public pedestrian connection known as the "Art Walk" extending from the public plaza on NE 67th Court to the play plaza adjacent to the Marymoor multi-modal trail, as depicted in the approved Master Plan. The Art Walk will be flanked on both sides by live/work storefronts and those live/work units will have direct access to and from the Art Walk. The live/work units flanking the Art Walk shall also have signage to inform the public of the business occupancy. The Art Walk shall have overhead festival lighting, building murals, and freestanding art, as well as seating, landscaping, and informal signage intending to provide a neighborhood attraction and an active experiential public pathway. Owner shall maintain the Art Walk in a safe, clean, and sanitary condition. The public shall be allowed access to the Art Walk at all times except during periods that the Art Walk must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the Art Walk as long as such rules do not unreasonably limit public access.

16. Art Studio and Artist in Residence. Owner shall provide an art studio along the Art Walk with a rotating artist in residence having dedicated access to the studio. The art studio must be accessible to the public from the Art Walk. Criteria for the artist in residence program shall be prepared by the Owner and presented for approval to the City's arts and culture staff and the Redmond Arts and Culture Commission.

17. Trail Connections and Bicycle Repair Station. Owner shall construct, operate, and maintain connections to the Marymoor multi-modal trail from an on-site neighborhood trail along the southern boundary of the site and from other on-site public access corridors. Owner shall construct, operate, and maintain a self-service bicycle repair station in the plaza area adjacent to the trail. Owner shall maintain the trail connections and bicycle repair station in a safe, clean, and sanitary condition. The public shall be allowed access to the trail connections and bicycle repair station at all times except during periods that the trail connections or bicycle repair station must be closed for any necessary maintenance or repair. Owner may establish reasonable rules for the use of the trail connections and bicycle repair station as long as such rules do not unreasonably limit public access.

18. Public Benefit. The City agrees that the commitments made by Owner under this Agreement provide sufficient public benefit to meet the requirements of RZC 21.76.070.L.3.e.

19. Right-of-Way and/or Easement Dedication. In accordance with RZC 21.52.030.G, where a planned street right-of-way or roadway, sidewalk, slope, or utility easement,

as indicated by RZC 21.52.030.D, or as necessary to complete a public street, lies within the proposed development, Owner shall be required to dedicate the right-of-way and/or easement to the City as a condition of approval, unless stated otherwise in this Agreement. Prior to acceptance of the right-of-way and/or easement by the City, Owner will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated, and shall be required to remove any encroachments on such easements or rights-of-way.

20. Liability Insurance. For the Public Plaza, Play Plaza, Outdoor Dog Wash, Community Garden, Art Walk and Trail Connection & Bicycle Repair Station, easement(s) shall be granted to the City prior to phase one building occupancy. Owner will be required to carry liability insurance with a coverage limit no less than \$3,000,000, and shall name the City as an additional insured, prior to phase one building occupancy.

21. Transfer of Ownership. In the event of transfer of ownership of all or any portion of the Property, the benefits accruing to, and the obligations placed upon the Owner under this Agreement shall run with the land and title to the Property and inure to the benefit of, and be binding upon, each person having any right or title or other legal interest in the Property with respect to that party's interest in the Property. This Agreement shall be deemed to create privity of contract and estate with and among all persons and entities acquiring any interest in the Property subsequent to the date hereof.

22. Miscellaneous Provisions.

22.1 Code Citations. All citations and references to the Redmond Zoning Code and Redmond Municipal Code in this Agreement shall refer to those provisions in force as of the date of this Agreement.

22.2 Recording. This Agreement shall be recorded with the King County Department of Records and Elections. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, their successors in interest and assigns.

22.3 Amendments. Amendments to this Agreement shall be governed by Section 4.5 above.

22.4 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 specific performance of all terms of this Agreement by any Party in default hereof.

22.5 Governing Law - Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue for any litigation under this Agreement shall be King County Superior Court.

22.6 Notices. All notices and other communications required or otherwise provided for by this Agreement shall be in writing and shall be given to the following persons:

City of Redmond:

Lennar Multifamily Communities, LLC

Attention: Carol Helland
Director of Planning and
Community Development
P.O. Box 97010
Mail Stop: 4SPL
Redmond, WA 98073-9710

Attention:

And to its Attorney:
Ogden Murphy Wallace, P.L.L.C.
Attention: James E. Haney
901 Fifth Avenue, Suite 3500
Seattle, WA 98164-2008

And to its Attorney:
McCullough Hill Leary, P.S.
Attention: Katie Kendall
701 Fifth Avenue, Suite 6600
Seattle, WA 98104

The Parties may, from time-to-time, notify each other in writing of changes in the names and addresses of persons to receive notices and communications and such changes shall become effective upon receipt by the non-notifying Party. Notices shall be deemed received within three days after being placed in the United States Mail, properly addressed and postage prepaid, or upon personal delivery.

22.7 Full Understanding – Construction. The Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents.

22.8 Attorney's Fees. If either Party institutes litigation against the other Party to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees incurred in such litigation.

22.9 Severability. If any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses and phrases shall remain viable and in full force and effect.

22.10 Counterparts. This Agreement may be executed in counterparts, with each Party sending a .pdf of its signature to the other Party via email transmission. This Agreement, when fully executed and signature pages exchanged as provided herein shall be effective as the original document.

22.11 Equal Opportunity to Participate in Drafting. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that such Party drafted the ambiguous language.

22.12 Exhibits. This Agreement includes the following Exhibits:

- Exhibit A:** Legal Description of the Property
- Exhibit B:** Depiction of the Property

22.13 Final and Complete Agreement. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

22.14 Effect of Expiration or Termination. Upon expiration or sooner termination of this Agreement, all rights and obligations of the Parties under this Agreement shall terminate and be of no further effect. All development for which a permit is issued after the expiration or termination of this Agreement shall be required to comply with all applicable development regulations in effect at that time and shall be required to pay impact fees in effect at the time of permit issuance. All development for which a permit is issued after expiration or termination of this Agreement shall be required to satisfy any applicable concurrency requirements notwithstanding the issuance of any concurrency certificate during the effective period of this Agreement. All development for which a permit is issued after the expiration or sooner termination of this Agreement shall be subject to SEPA review if not previously completed and may be conditioned to mitigate any environmental impacts of such development, notwithstanding any mitigation provided during the term of this Agreement and the City shall not be required to credit any mitigation provided during the term of this Agreement against any mitigation subsequently determined necessary to mitigate the environmental impacts of any development for which a permit is issued after expiration or sooner termination of this Agreement. It is the intent of the Parties that the requirements of this Agreement shall apply only during its term and that once this Agreement has expired or is terminated, all rights created by the terms of this Agreement will have expired or terminated. All conditions of any permit approvals shall continue to apply, however, as long as the development approved by such permits remains on the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**LENNAR MULTIFAMILY
COMMUNITIES, LLC**

CITY OF REDMOND

By: _____
Its: _____
Date: _____

By: _____
Angela Birney
Its: Mayor
Date: _____

Attest:

Cheryl D. Xanthos, City Clerk

APPROVED AS TO FORM:

James E. Haney, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of LENNAR MULTIFAMILY COMMUNITIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Angela Birney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF REDMOND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
DEPICTION OF THE PROPERTY