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Skagit County Auditor

\$87.00

2/14/2018 Page

1 of

14 10:19AM

Name & Return Address:

First American Exchange of Skagit County

PO Box 1667

Mount Vernon, WA 98273

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s) Development and Road Dedication Agreement	
Grantor(s) Trimark-Burlington Hospitality LLC	GUARDIAN NORTHWEST TITLE CO. A11339D
____ Additional Names on Page ____ of Document	
Grantee(s) City of Burlington	
____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) PTN NW-NW 8-34-4	
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s) P24245, P24246	
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

DEVELOPMENT AND ROAD DEDICATION AGREEMENT

This Development and Road Dedication Agreement ("Agreement") is made and entered into this ~~8th~~ day of ~~February~~, 2018, by and between Trimark-Burlington Hospitality LLC, a Washington limited liability company ("Owner") and the City of Burlington, a Washington municipal corporation (the "City"). Owner and the City are each a Party and collectively the Parties to this Agreement.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including without limitation the representations, warranties, and promises set forth herein, Owner and the City hereby agree as follows:

1. Property. Owner holds an equal undivided interest to a portion of and a fee simple interest to other portions of that certain real property located in the City of Burlington and legally described and depicted in **Exhibit "A"** hereto and incorporated herein by this reference ("Property").
2. Development. Owner has applied to and received from the City permission to develop the Property in order to construct a hotel on the site in accordance with the City's adopted codes, standards, regulations and plans (the "Development"). On or about April 19, 2017, the City issued an administrative decision, conditionally approving the Development (the "Decision").
3. Future Road Dedication. Condition 4.a. of the SEPA Determination in the Decision requires, among other things, that Owner convey a strip of land to the City for the purpose of permitting the City to construct a new City street between the intersection of Costco Drive and Walnut Street as shown on the approved site plan (the "Site Plan") attached hereto as **Exhibit "B"**. The dedicated strip of land is legally described on **Exhibit "C"** attached hereto. The issuance of Owner's certificate of occupancy for its hotel on the Property shall be conditioned upon Owner dedicating the strip of land via quit claim deed in the form attached hereto as **Exhibit "D"**.
4. Temporary Access to the Property from Burlington Boulevard. Condition 35 of the Decision grants Owner and its invitees temporary access to the Property from Burlington Boulevard from the access points depicted on the Site Plan until the City constructs a new City street along the southern boundary of the Property. The Parties hereby agree that Owner and its invitees shall have unrestricted access to and from the Property onto Burlington Boulevard until the City completes construction of its new City Street in the location depicted on the Site Plan.
5. Additional City and Owner Obligations. Pursuant to Condition 4.b of the SEPA Determination in the Decision, the Parties hereby agree as follows: (a) the City shall terminate temporary access to the Property from Burlington Boulevard upon its completion of the City street contemplated by this Agreement; (b) in connection with terminating the temporary access to the Property, the City shall reconstruct the sidewalk, curbing and landscaping located on Burlington Boulevard to permanently block the temporary access points to the Property; and (c) the City shall complete any required connections between the driveways and sidewalks constructed by Owner

within the Development to ensure its access to the new City street.

6. Impact Fee Mitigation. In return for Owner agreeing to dedicate the strip of land identified on Exhibit "C", the City shall provide Owner with an Impact Fee Mitigation Credit in the amount of \$240,000.00 to offset impact fees incurred by Owner in connection with the Development.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, heirs, assigns, and personal representatives.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Skagit County, Washington.

9. Entire Agreement / Parties. This Agreement contains the entire agreement between the Parties with respect to this matter. It may not be modified except in a writing signed by the Parties. This Agreement is not intended to, nor shall it be construed to, benefit any person or entity except the Parties and shall not be enforced by or construed to give rights to any third-party.

10. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either Party to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit or requesting an arbitration or other binding non-judicial alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded; PROVIDED, however, that in the event of mediation, the Parties shall bear their own costs and attorney fees and shall share equally the cost of the mediator.

11. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of the waiver is sought.

12. Severability. If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

13. Recording. Prior to the issuance of the Certificate of Occupancy for the Development, this Agreement shall be recorded with the Skagit County Auditor's office.

14. Authority. Owner represents and warrants that it is duly organized, validly existing

and in good standing in the State of Washington. Owner further represents and warrants that the person or persons executing this Agreement on Owner's behalf have the requisite authority to bind Owner.

Agreed to and executed by:

**[SIGNATURE PAGES AND ACKNOWLEDGEMENTS
ON SEPARATE, FOLLOWING PAGES.]**

OWNER

Trimark-Burlington Hospitality LLC, a
Washington limited liability company

By: _____

Name: _____

Its: _____

Date: _____

STATE OF WASHINGTON)

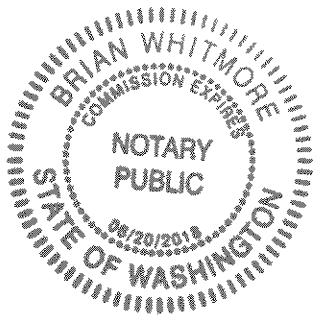
) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Al Jiwari is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of Trimark-Burlington Hospitality LLC to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

1/29/18



(printed name) Brian Whitmore
NOTARY PUBLIC in and for the State of
Washington, residing at Barney Lake
My appointment expires 6/20/18

CITY

City of Burlington, a
Washington municipal corporation

By: [Signature]

Name: Steve Sexton

Title: Mayor

Date: 2-9-18

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Steve Sexton is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of City of Burlington, a Washington municipal corporation, to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2-9-18



[Signature]
(printed name) Shelley Acero
NOTARY PUBLIC in and for the State of
Washington, residing at Mt. Vernon
My appointment expires 10-22-19

Exhibit "A"

Legal Description of Property

Parcel A:

The South 200 feet of the Northwest quarter of the Northwest quarter of Section 8, Township 34 North, Range 4 East, W.M., lying West of the following described line: Commencing at the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 8; thence S 89°48'04" E along the South line of said subdivision, a distance of 176.89 feet to the initial point of this line description; thence N 00° 11' 59" E, a distance of 200 feet to the North line of the South 200 feet of the Northwest quarter of the Northwest quarter of said Section 8 and terminus of this line description;

EXCEPT the West 40 feet thereof.

The above being Lot A of Survey recorded as Auditor's File No. 200710010110.

Parcel B:

That Portion of the South 270 feet of the East 200 feet of the West 530 feet of the Northwest quarter of the Northwest quarter of Section 8, Township 34 North, Range 4 East, W.M.;

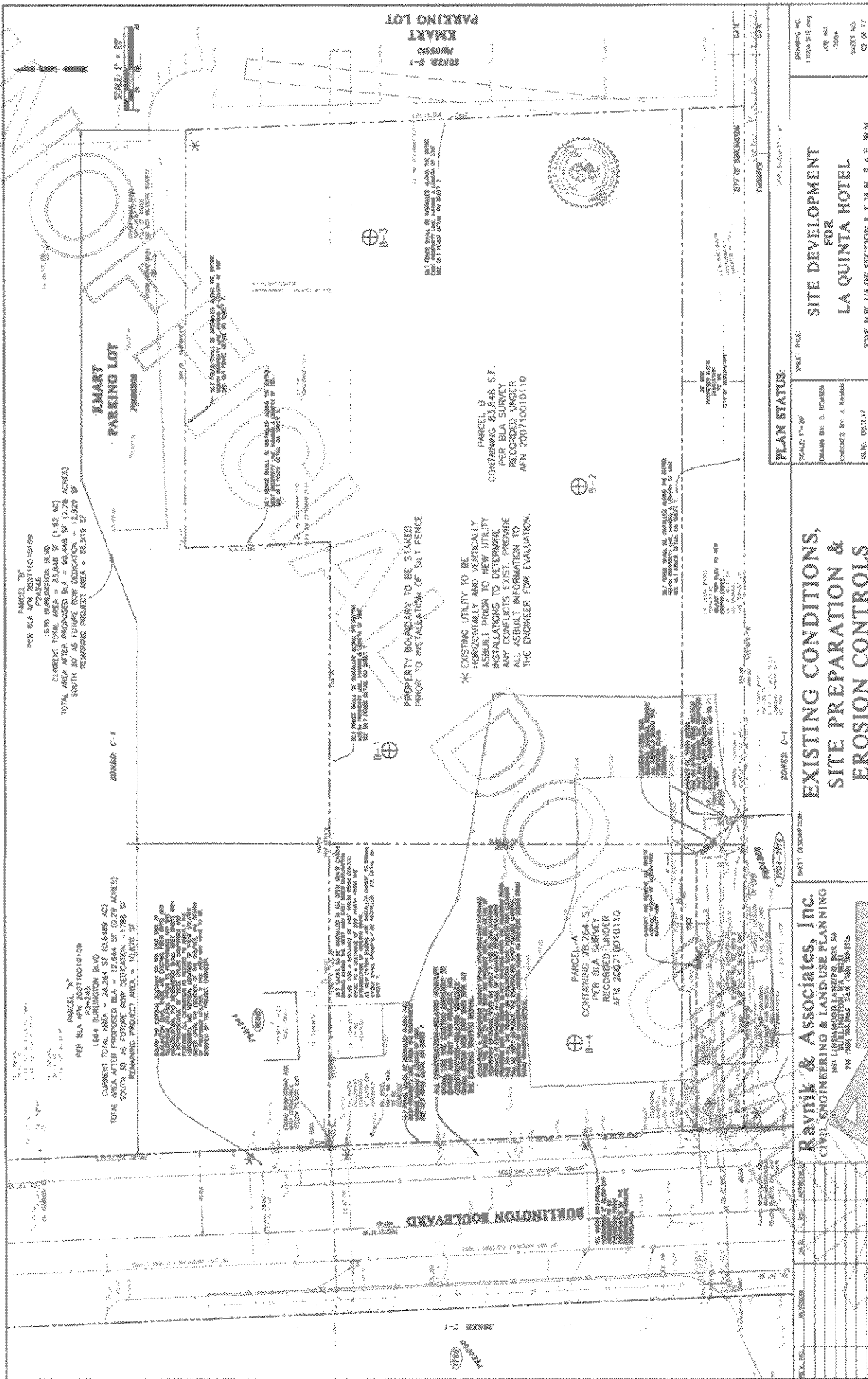
TOGETHER WITH the South 200 feet of the East 290 feet of the West 330 feet of the Northwest quarter of the Northwest quarter of Section 8, Township 34 North, Range 4 East, W.M.;

EXCEPT that portion lying West of the following described line;
Commencing at the Southwest corner of the Northwest quarter of the Northwest quarter of said Section 8; thence S 89°48'04" E along the South line of said subdivision, a distance of 176.89 feet to the initial point of this line description; thence N 00°11'59" E, a distance of 200 feet to the North line of the South 200 feet of the Northwest quarter of the Northwest quarter of said Section 8 and terminus of this line description.

The above being Lot B of Survey recorded as Auditor's File No. 200710010110.

Exhibit "B"

Site Plan



PARCEL "B"
PER BIA #FN 200710010109
1670 BURLINGTON BLVD
CURRENT TOTAL AREA = 83,848 S.F. (1.92 AC)
TOTAL AREA AFTER PROPOSED BIA = 91,448 S.F. (2.08 ACRES)
SOUTH REMAINING PROJECT AREA = 86,519 S.F.

PARCEL "A"
PER BIA #FN 200710010109
1684 BURLINGTON BLVD
CURRENT TOTAL AREA = 28,264 S.F. (0.6469 AC)
TOTAL AREA AFTER PROPOSED BIA = 12,644 S.F. (0.29 ACRES)
SOUTH 1/4 IS FUTURE ROW DESIGNATION 1786 S

PROPERTY BOUNDARY TO BE STAKED
PRIOR TO INSTALLATION OF SURVEY FENCE.

* EXISTING UTILITY TO BE
HORIZONTALLY AND VERTICALLY
ASBUILT PRIOR TO NEW UTILITY
INSTALLATIONS TO DETERMINE
ANY CONFLICTS EXIST. PROVIDE
ALL ASBUILT INFORMATION TO
THE ENGINEER FOR EVALUATION.

PARCEL B
CONTAINING 83,848 S.F.
PER BIA SURVEY
RECORDED UNDER
APN 200710010110

PARCEL A
CONTAINING 28,264 S.F.
PER BIA SURVEY
RECORDED UNDER
APN 200710010110

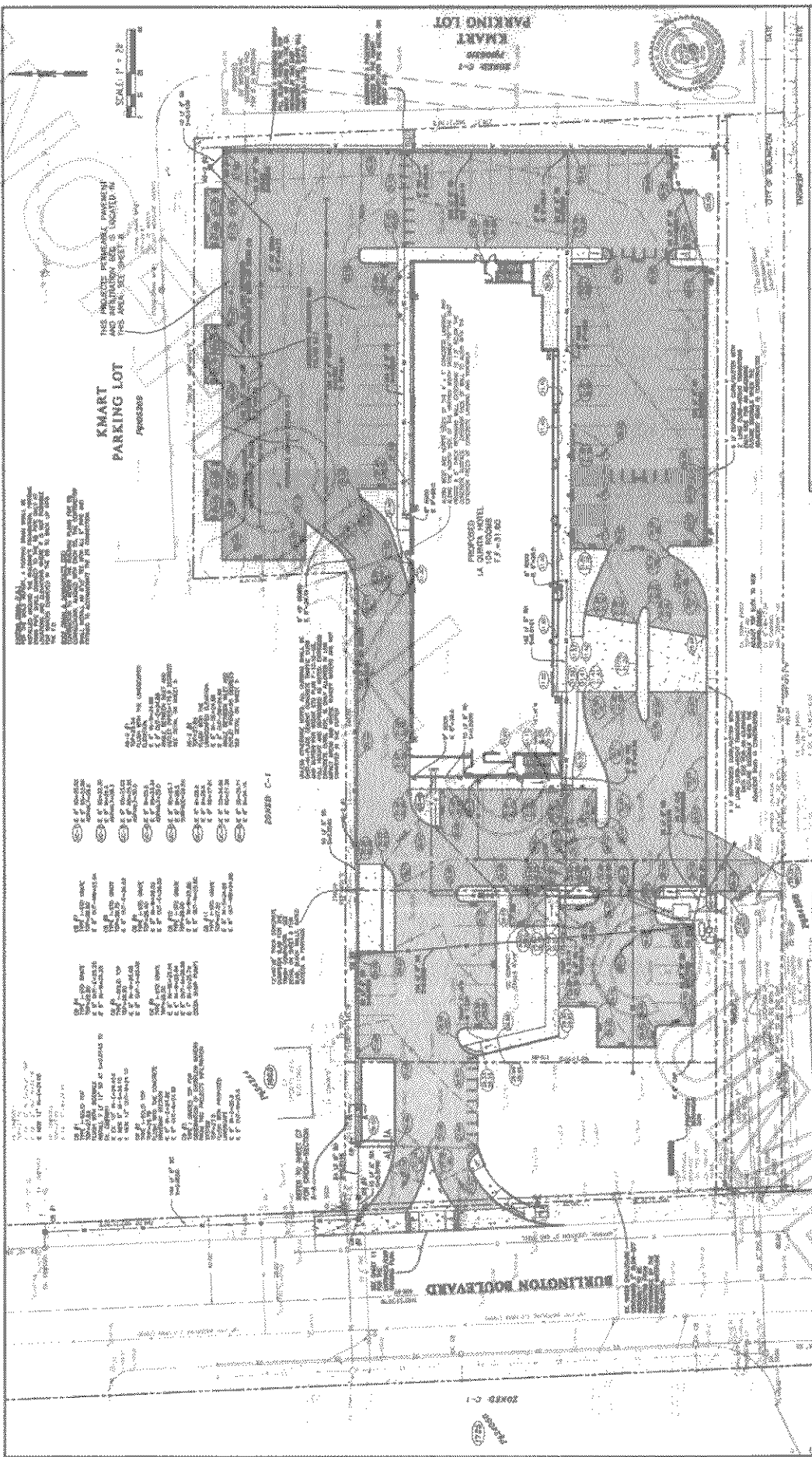
Ravnik & Associates, Inc.
CIVIL ENGINEERING & LAND-USE PLANNING
1801 LINDSEY LANE, SUITE 100
SAN JOSE, CA 95128
PH (408) 261-2444 FAX (408) 261-2445

**EXISTING CONDITIONS,
SITE PREPARATION &
EROSION CONTROLS**

PLAN STATUS
SCALE: 1"=20'
DRAWN BY: D. REYNOLDS
CHECKED BY: J. RAUBER
DATE: 08/11/17

**SITE DEVELOPMENT
FOR
LA QUINTA HOTEL**
THE NW 1/4 OF SECTION 34 T4N R4E N4M

DRAWING NO.
17004317.dwg
JOB NO.
17004
SHEET NO.
12 OF 12



NOTES:
1. EXISTING GRADE SHOWN BY DOTTED LINES.
2. PROPOSED GRADE SHOWN BY SOLID LINES.
3. ELEVATIONS ARE IN FEET ABOVE SEA LEVEL.
4. SEE SHEET C-2 FOR CONTINUATION OF PLAN.

- LEGEND**
- 1" = 1' GRADE
 - 2" = 1' GRADE
 - 3" = 1' GRADE
 - 4" = 1' GRADE
 - 5" = 1' GRADE
 - 6" = 1' GRADE
 - 7" = 1' GRADE
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 - 96" = 1' GRADE
 - 97" = 1' GRADE
 - 98" = 1' GRADE
 - 99" = 1' GRADE
 - 100" = 1' GRADE

PLAN STATUS: SCALE: 1" = 30' DRAWN BY: D. ROSEN CHECKED BY: J. ROSEN DATE: 08/11/77		SITE DEVELOPMENT FOR LA QUINTA HOTEL THE N.W. 1/4 OF SECTION 1, T. 3 N., R. 4 E., W. 4 M.		DRAWING NO. 17004 ST. 400 SHEET NO. 17004 OF 17
STORM DRAINAGE & GRADING PLAN		LA QUINTA HOTEL		
Ravnik & Associates, Inc. CIVIL ENGINEERING & LAND-USE PLANNING 103 LINDENWOOD LANE, SUITE 101 BURLINGTON, ILL. 60109		LA QUINTA HOTEL		

Exhibit "C"

Legal Description of Dedicated Strip of Land

to come

Exhibit "D"

Quit Claim Deed

to Come