

02-17-2021

**Return Address**

City of Mukilteo  
11930 Cyrus Way  
Mukilteo, WA 98275

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

1. Amendment No. 2 to Electroimpact Inc. Master Plan Development Agreement

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

(on page \_\_\_ of documents(s))

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

1. Electroimpact Inc.

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

1. City of Mukilteo

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

Section 21 Township 28 Range 4 Quarter SE  
Full legal is on Exhibit A-1 of document.

**Assessor's Property Tax Parcel/Account Numbers**

00548700000800  
00548700000500  
00548700000700  
00548700001200  
00548700001300  
00548700001901  
00715100002200  
00715100002300  
00715100002800  
00715100003000  
00715100003100  
00715100003200  
00715100003300

**AMENDMENT NO. 2 TO  
ELECTROIMPACT INC. MASTER PLAN DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 1 to that certain Electroimpact Inc. Master Plan Development Agreement dated August 18, 2020 (the “Development Agreement”) is made and entered into between THE CITY OF MUKILTEO, a Washington municipal corporation (“City”), and ELECTROIMPACT INC. a Washington corporation (“Owner”).

WHEREAS, after a public hearing, by Ordinance No. 1249 the City Council authorized the Mayor to sign the Development Agreement, which was recorded at Snohomish County Auditor’s file no. 201006300210; and

WHEREAS, since the effective date of the Development Agreement, the Owner requested amendment of the Development Agreement to include later acquired property; and

WHEREAS, after a public hearing, the Mukilteo City Council adopted Ordinance No. 1381 approving this Amendment to the Development Agreement and authorized the Mayor to sign the Amendment;

NOW, THEREFORE, the parties agree to amend the Development Agreement as follows:

1. Recitals. Recitals A and B are hereby amended to read:

A. The “Property” consists of certain real property located in the City of Mukilteo, Snohomish County, Washington, and more particularly described on Exhibit A-1, located at 4408, 4413, 4503, 4517, 4708 and 4630 Chennault Beach Road; and 11108, 11216 and 11216 – 47<sup>th</sup> Avenue W.

B. The Property is depicted on Exhibit B-1 and includes approximately 16.33 acres of land.

2. Scope of Development Agreement. Section 2.1 is hereby amended to read:

2.1 Applicability

This Agreement applies to the development activities associated with the Electroimpact Business Campus including:

2.1.1 Main Campus: Lots 5-8 of Puget Acres totaling approximately 7.22 acres in size and houses the business headquarters.

2.1.2 Satellite Campus #1: Lot 19 of Puget Acres totaling approximately 1.84 acres.

2.1.3 Satellite Campus #2: Lots 12 and 13 of Puget Acres totaling approximately 3.67 acres.

2.1.4: Satellite Campus #3: Lots 28 and 29 of Harbour Pointe Sector 7 Business Park, totaling approximately 0.91 acres.

2.1.5: Satellite Campus #4: Lots 22 and 23 of Harbour Pointe Sector 7 Business Park, totaling approximately 0.90 acres.

2.1.6: Satellite Campus #5: Lots 30, 31, 32 and 33 Harbour Pointe Sector 7 Business Park, totaling approximately 1.79 acres.

3. Development Standards. Section 3.1 is hereby amended to read:

3.1 Maximum Buildout. The maximum building square footage on the Property shall not exceed 358,000 gsf with 150,000 gsf on the Main Campus; 37,000 gsf on Satellite Campus #1; 76,000 gsf on Satellite Campus #2; 45,000 gsf on Satellite Campus #3 and 50,000 gsf on Satellite Campus #5. No buildings will be erected on Satellite Campus #4 which will be developed exclusively as a surface parking lot to provide parking stalls for the entire campus.

4. Environmental Review. Section 7.1 is hereby amended to read:

7.1 SEPA Review of Potential Development. The SEPA checklist prepared in support of this Agreement analyzes the impacts associated with the City's review and approval of Maximum Buildout. The City has reviewed the SEPA Checklist and conducted additional environmental analysis prior to issuing its threshold determination and issued a Mitigated Determination of Nonsignificance ("MDNS") for the Potential Development envisioned under the Development Agreement on April 28, 2010 and a Determination of Nonsignificance ("DNS") for the additional Potential Development envisioned under this Amendment No. 1 on December 24, 2015 and a Determination of Nonsignificance ("DNS") for the additional Potential Development envisioned under this Amendment No. 2 on August 20, 2020.

5. Exhibits. Exhibits A, B, D, E, F and G are hereby replaced with Exhibits A-1, B-1, D-1, E-1, F-1, and G-1, all of which are attached hereto and incorporated herein by this reference.

EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

**THE CITY OF MUKILTEO**

**ELECTROIMPACT, INC.**

By: \_\_\_\_\_  
Mayor Jennifer Gregerson

By: \_\_\_\_\_  
Peter Zieve, President

ATTEST:

\_\_\_\_\_  
Janet Keefe, City Clerk

City Attorney

I certify that I know or have satisfactory evidence that PETER ZIEVE 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 PRESIDENT of ELECTROIMPACT, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed: \_\_\_\_\_  
 NOTARY PUBLIC in and for Washington  
 My appointment expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that JENNIFER GREGERSON 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 MUKILTEO, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed: \_\_\_\_\_  
 NOTARY PUBLIC in and for Washington  
 My appointment expires: \_\_\_\_\_

**EXHIBIT A-1  
to Development Agreement**

**ADDRESSES, PARCEL NUMBERS AND LEGAL DESCRIPTIONS**

**Parcel A: Main Campus (Approximately 7.22 acres)**

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4413 Chennault Beach Road	AFN 00548700000500	BLK 000 D-00; Lots 5-6 Puget Acres
4503 Chennault Beach Road	AFN 00548700000700	BLK 000 D-00; Lot 7 Puget Acres
4517 Chennault Beach Road	AFN 00548700000800	BLK 000 D-00; Lot 8 Puget Acres

**Parcel B: Satellite Campus #1 (Approximately 1.84 acres)**

Section 21 Township 28 Range 4 Quarter SE and Section 22 Township 28 Range 4 Quarter SW

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4408 Chennault Beach Road	AFN 00548700001901	BLK 000 D-00; Lot 19 Puget Acres

**Parcel C: Satellite Campus #2 (Approximately 3.67 acres)**

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
4708 Chennault Beach Road	AFN 00548700001200	BLK 000 D-00; Lot 12 Puget Acres
4630 Chennault Beach Road	AFN 00548700001300	BLK 000 D-00; Lot 13 Puget Acres

**Parcel D: Satellite Campus #3 (Approximately 0.91 acres)**

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
11216 47 <sup>th</sup> Avenue W.	AFN 00715100002800	BLK 000 D-00; Lot 28 Harbour Pointe Sector 07 Business Park

**Parcel E: Satellite Campus #4 (Approximately 0.90 acres)**

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
11108 47 <sup>th</sup> Avenue W.	AFN 00715100002200	BLK 000 D-00; Lot 22 Harbour Pointe Sector 07 Business Park
11108 47 <sup>th</sup> Avenue W.	AFN 00715100002300	BLK 000 D-00; Lot 23 Harbour Pointe Sector 07 Business Park

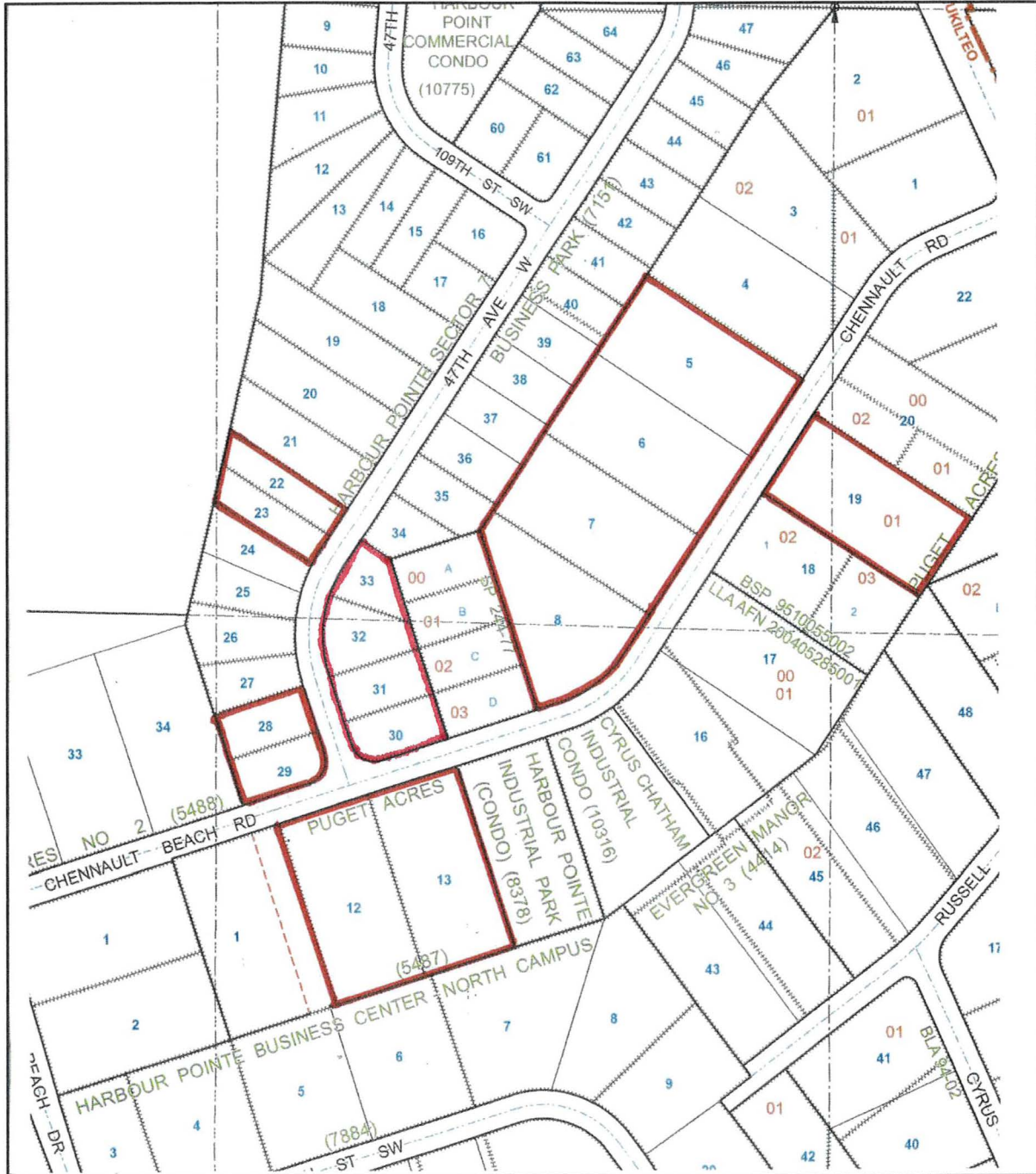
**Parcel F: Satellite 5 (Approximately 1.79 acres)**

Section 21 Township 28 Range 4 Quarter SE

ADDRESS	PARCEL NUMBER	LEGAL DESCRIPTION
11215 47 <sup>th</sup> Av W	AFN 00715100003000	BLK 000 D-00; Lot 30 Harbour Pointe Sector 07 Business park
11215 47 <sup>th</sup> Av W	AFN 00715100003100	BLK 000 D-00; Lot 31 Harbour Pointe Sector 07 Business park
11215 47 <sup>th</sup> Av W	AFN 00715100003200	BLK 000 D-00; Lot 32 Harbour Pointe Sector 07 Business park
11215 47 <sup>th</sup> Av W	AFN 00715100003300	BLK 000 D-00; Lot 33 Harbour Pointe Sector 07 Business park

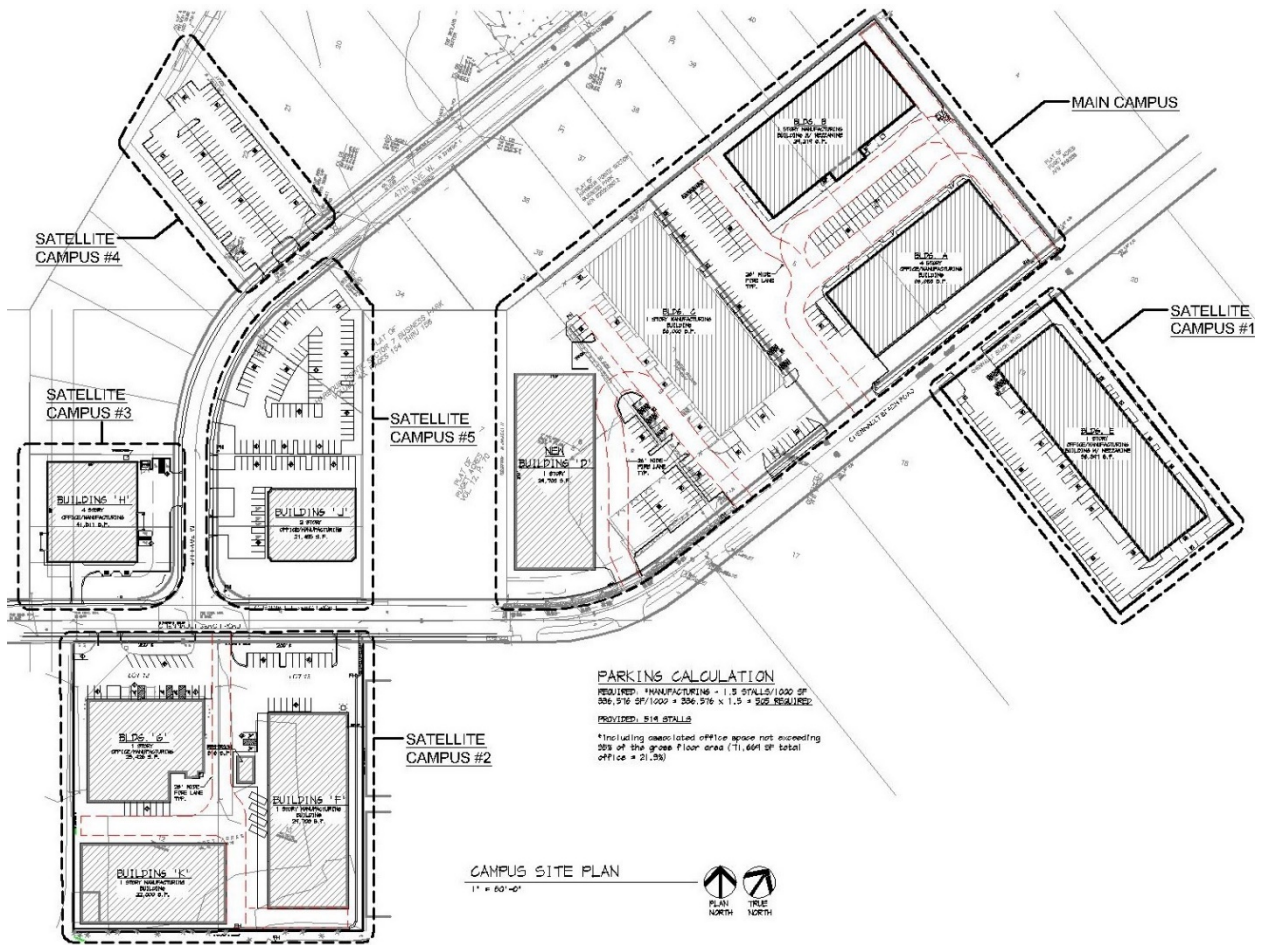
**EXHIBIT B-1**  
**to Development Agreement**

**MAPS OF PROPERTY**



Lots 5-8 and 12 and 13 and 19 of Puget Acres  
Lots 22-23 and 28-33 of Harbour Pointe Sector 7 Business Park

## B.2 ELECTROIMPACT FULL CAMPUS LAYOUT PLAN

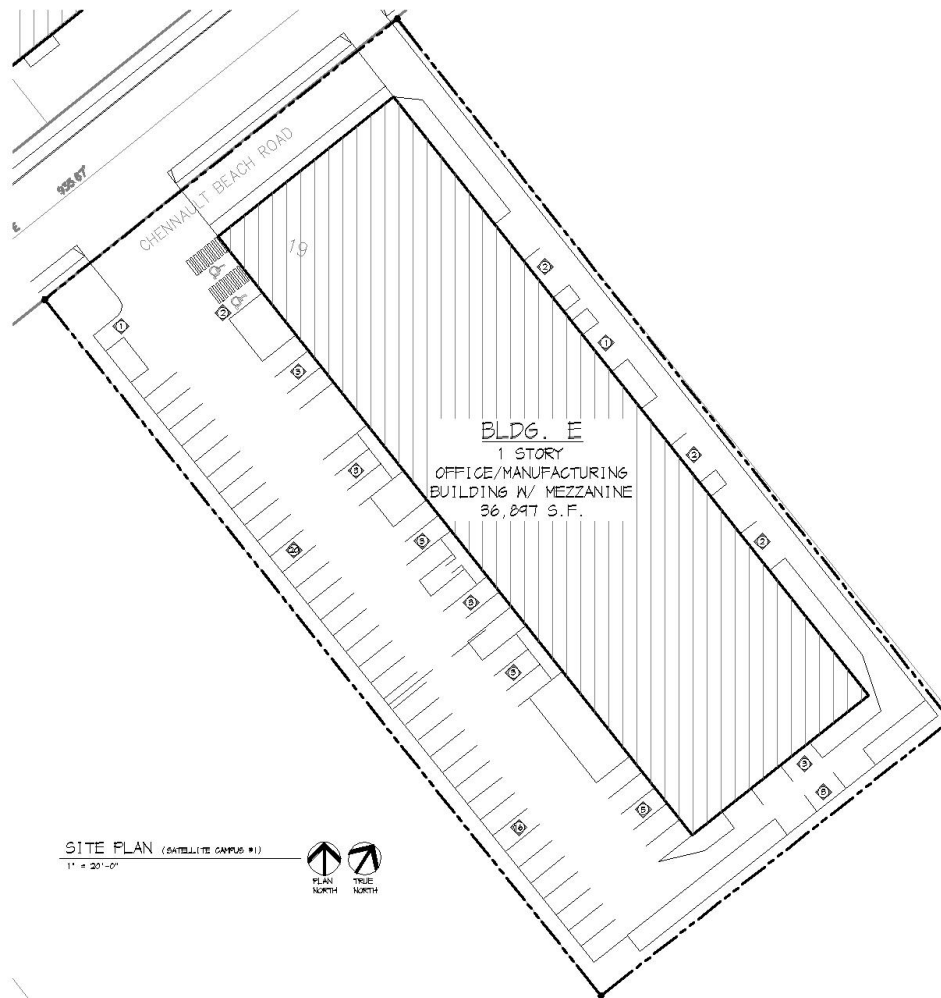




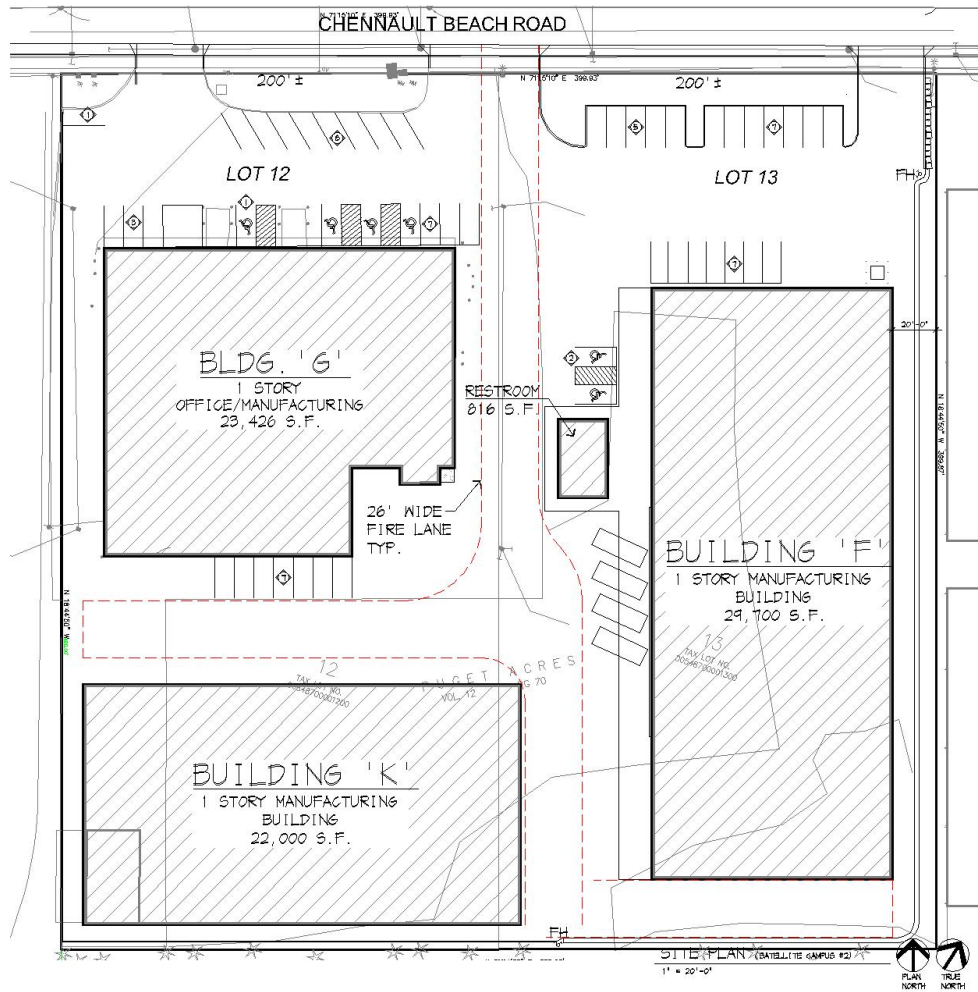
**B.3 ELECTROIMPACT  
MAIN CAMPUS LAYOUT PLAN**



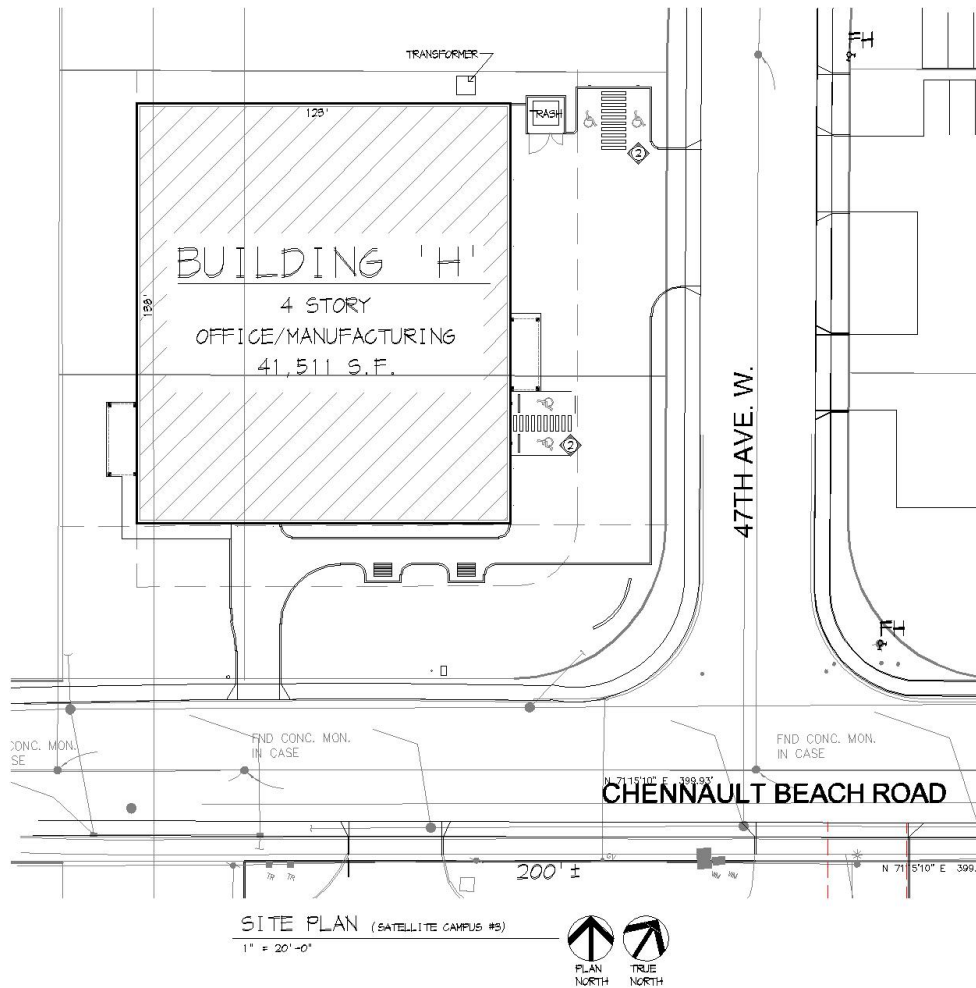
## B.4 ELECTROIMPACT SATELLITE CAMPUS #1 LAYOUT PLAN



## B.5 ELECTROIMPACT SATELLITE CAMPUS #2 LAYOUT PLAN

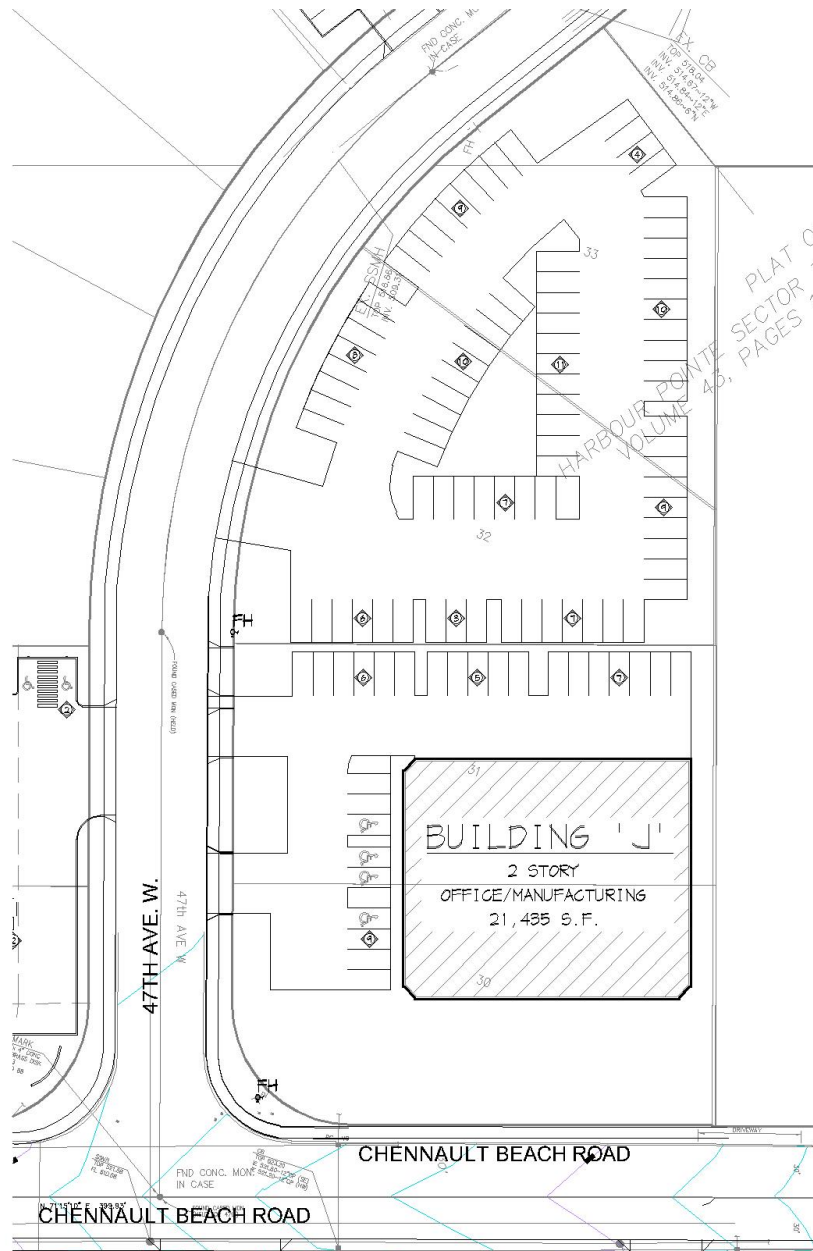


## B.6 ELECTROIMPACT SATELLITE CAMPUS #3 LAYOUT PLAN



[illegible]

## B.8 ELECTROIMPACT SATELLITE CAMPUS #5 LAYOUT PLAN



**EXHIBIT D-1**  
**to Development Agreement**

**BULK MATRIX AND BUILDING DESIGN STANDARDS**

Table D.1 establishes standards for setbacks, lot size and coverage, and building height for construction of new industrial structures on the the Property subject to the applicable reference notes in MMC 17.20.020B.

**Table D.1      Bulk Matrix**

Maximum Building Height	65' Except appurtenances such as stairwells, mechanical equipment, and elevator shafts may exceed the maximum building height by no more than ten feet.
Minimum Lot Area	None
Minimum Lot Width	None
at Setback Line	None
at Lot Line	None
Minimum Average Lot Depth	None
Minimum Setbacks	
Front	25'
Side - Interior	IBC
Side – Corner	25'
Rear	IBC
Maximum Lot Coverage	None
Maximum Impervious Area	90%

**D.2      Setbacks from Easements**

Structures shall be set back at least ten (10) feet from the boundary lines of any easement designated for access or ingress/egress, and five (5) feet from the boundary lines of all other easements as measured from any point of the structure, except setbacks from drainage easements shall comply with the requirements of Mukilteo Municipal Code and City of Mukilteo Development Standards. The Setback Exceptions in D.3 below is applicable to the Setbacks from Easements herein noted. There are no required setbacks from general easements without designated boundaries.

**D.3 Zoning (Title 17 MMC) Setback Exceptions.**

D.3.1 Retaining walls may be constructed in required setbacks so long as Fire and Emergency Vehicle access is maintained at all time.

**D.4 Design Standards**

D.4.1 All utility vaults or boxes shall be screened as practicable. Hedges or screening vegetation should be used on three sides. Exposed pipes, such as gas pipes, must have a decorative enclosure that fits over them.

**D.5 Fences & Hedges**

Fences and freestanding walls shall conform to the standards established in MMC 17.20.080 – Fences and freestanding walls, or as amended, in affect at the time of building permit application.

**D.6 Landscaping**

D.6.1 The following landscaping types and amounts shall be provided:

AREA	LOCATION	LANDSCAPE TYPE
A	Street Frontage Along Chennault Beach Road and 47 <sup>th</sup> Avenue W. at Parking Areas	5 feet of Type III
B	Between Right-of-Way and Buildings (if no parking in front)	10 feet of Type III
Outside Waste Receptacles		Type I or 5feet of Type II
Parking Lots:		
A	Along Chennault Beach Road and 47 <sup>th</sup> Avenue W.	5 feet of Type III and no parking stall shall be located more than 45 feet from a landscaped island.
A	Large Shared Parking Lot on the Main Campus (next to western property line) and shared parking lot on 47 <sup>th</sup> Avenue W. (Lots 22-23)	Type III, ornamental landscaping; and 10% of the parking lot shall be landscaped; and No parking stall shall be located more than 45 feet from a landscaped island; and Landscape islands shall not be less than 50 square feet.
C	Along the sides of buildings	3 feet of Type III perimeter landscaping along property lines; no parking lot landscaping is required.
D	Behind Buildings; not visible from Chennault Beach Road or 47 <sup>th</sup> Avenue W.	3 feet of Type III perimeter landscaping along property lines; no parking lot landscaping is required.

Type I: Sight obscuring fence a minimum of six feet in height constructed to form a sight-obscuring screen.

Type II: Planted sight-obscuring screen a minimum of five feet in height and consist of plant materials spaced for form a sight-obscuring screen.



Type III: Ornamental landscaping consisting of a combination of trees, shrubs and other materials and designed to improve the appearance of the development but not obscure.

D.6.2 Plants used for the required landscaping shall be of the following minimum sizes:

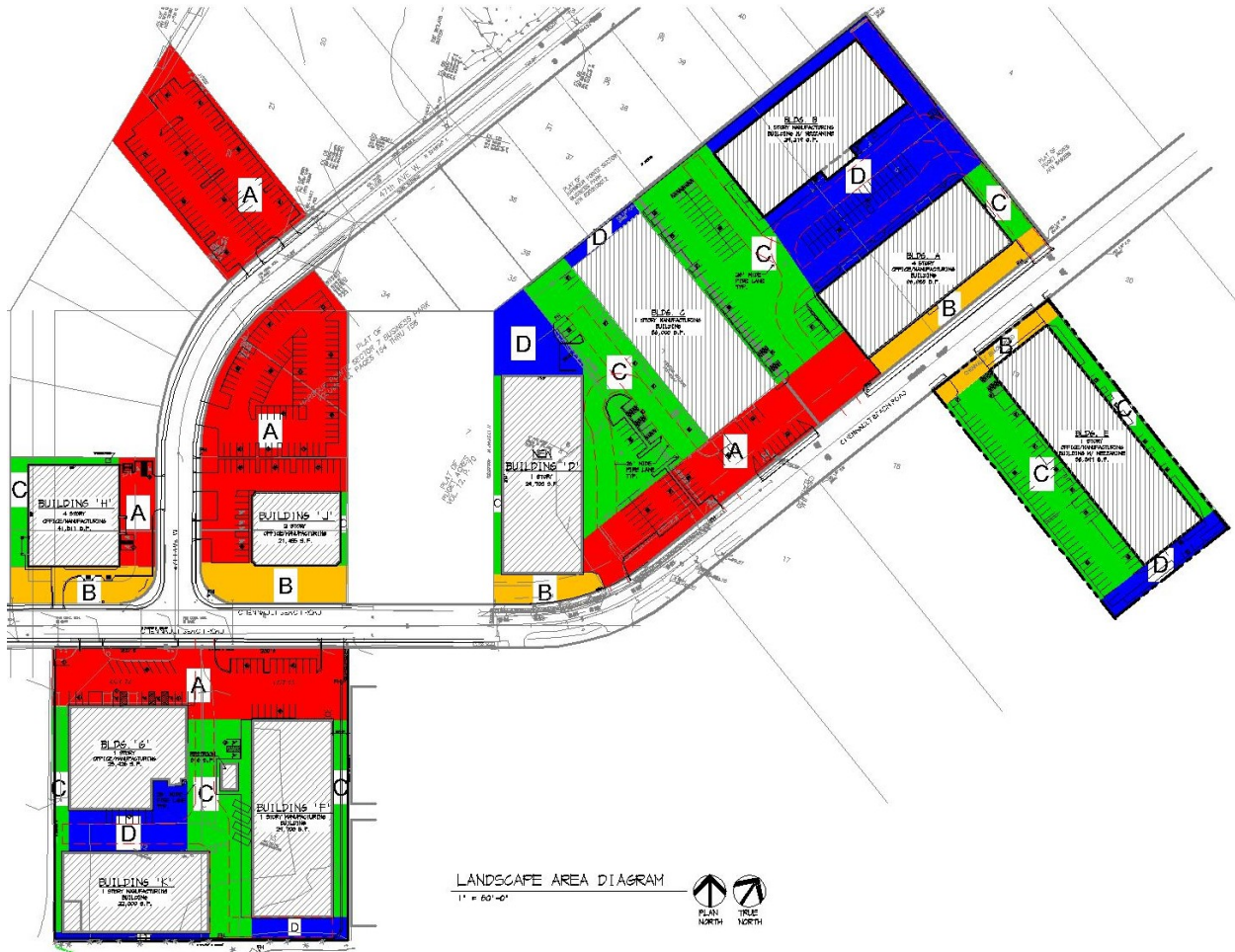
D.6.2.1 Plant Sizes for Streetscape Landscape along Chennault Beach Road and 47<sup>th</sup> Avenue W.:

- Ground-covers – minimum 4 inch pots planted to achieve 90% coverage within 3 years.
- Shrubs – 24-inch height for required shrubs
- Street Trees - 2 -1/2 inch caliper; 25-30 feet on-center

D.6.2.2 Plant Sizes for all Parking Lot Areas:

- Ground-covers – 4 inch pot with 12 inch spacing or 1 gallon pot with 18 inch spacing;
- Shrubs – 18-inch height or spread such that there is no gap between the shrubbery within 2 years.
- Deciduous Trees – 2-inch caliper
- Evergreen Trees – 6-8 feet in height.

## D.7 Diagram of Landscaping Standards



#### **D.8 Number and location of Parking Stalls**

The required number of off street and accessible parking spaces shall be provided per MMC 17.56 with the following exceptions:

- The number of compact stalls may be increased to 50%.
- The number of required parking spaced may be reduced by 25% if the owner participates in a commute reduction program. Evidence of the program must be submitted to the City to qualify for the reduction.
- A shared parking lot may be proposed so long as shared parking and access agreements are recorded with County against the property to ensure that there are sufficient number of parking spaces available to the various buildings within the entire Master Plan.

#### **D.9 Parking Lot Surfacing Requirements**

All parking lot areas shall be paved and stripped per MMC 17.56. Wheel stops shall be used to delineate parking stalls in the non-paved areas. Use of LID techniques such as pavers or pervious concrete is encouraged.

Parking areas shall be built out according to this Agreement as development occurs or as needed by growth of the company.

All future parking modifications, to include, but not limited to, changes in location of parking stalls, and changes in quantity of parking stalls, shall meet current City of Mukilteo and ADA parking standards.

#### **D.10 Exterior Lighting**

Exterior lighting shall be:

- D.9.1 Shielded to prevent glare on adjacent rights-of-way and properties.
- D.9.2 Down lit (i.e. for landscaping and common areas).

#### **D.11 Fire Requirements for Buildings**

- D.11.1 Buildings exceeding three stories or 30 feet in height.  
Buildings or facilities exceeding 30 feet or three stories in height shall have at least three means of fire apparatus access for each structure.
- D.11.2 Buildings exceeding 62,000 square feet in area.  
Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads. Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic sprinkler systems.
- D.11.3 All development applications shall meet or exceed the IFC requirements for fire hydrants, including but not limited to, their location, spacing, fire flow and design specifications as required for the type of development with regard to distances to structures.
- D.11.4 It is probable development provided for by this agreement will require the installation of fire hydrants and/or fire protection sprinklers for new structures in order to comply with the IFC.

**EXHIBIT E-1**  
**to Development Agreement**

**ROADWAY and ACCESS REQUIREMENTS**

**E.1 Public Street Frontage**

Electroimpact has completed the required frontage improvements along Chennault Beach Road. When a new project is proposed to be constructed any existing frontage that does not meet current Americans with Disabilities Act (ADA) or City of Mukilteo standards, or are broken/damaged, shall be replaced to meet current ADA and City of Mukilteo Standards. No additional off-site improvements will be required along Chennault Beach Road with the build out of the property under this Development Agreement. Right-of-way frontage improvements may be required along 47<sup>th</sup> Avenue W.

**E.2 Internal Access**

Areas designated for Fire Apparatus Access pursuant to the International Fire Code (IFC) shall meet or exceed the requirements of the IFC in addition to the standards established in this Agreement and in Mukilteo Municipal Code. See Exhibit G for IFC requirements.

- E.2.1 The minimum pavement width of all Fire Apparatus Access Roads shall be 26 feet and must be approved by the Mukilteo Fire Marshal.
- E.2.2 Fire access routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building.
- E. 2.3 Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.
- E.2.2 The minimum vertical height clearance of all Fire Apparatus Access Roads shall be 13 feet, 6 inches and approved by the Mukilteo Fire Marshal.
- E.2.3 The maximum grade of all Fire Apparatus Access Roads shall be 10%. Grades steeper than 10% must be approved by the Mukilteo Fire Chief or Fire Marshall.
- E.2.4 The minimum inside turning radius shall be at least 28 feet and approved by the Mukilteo Fire Chief or Fire Marshal.
- E.2.5 All Fire Apparatus Access Roads shall have the ability to support a load of up to 75,000 pounds.
- E.2.6 Fire apparatus roads in excess of 150 feet in length shall be provided with the width and turnaround provisions in Table E.5.6, at a minimum, and approved by the Mukilteo Fire Chief or Fire Marshal.

Table E.6.6:

Length (ft.)	Width (ft.)	Turnarounds Required
0-150	200	None
151-500	20	120-ft hammerhead, 60-ft “Y” or 96-ft-diameter cul-de-sac

Length (ft.)	Width (ft.)	Turnarounds Required
501-750	26	120-ft hammerhead, 60-ft “Y” or 96-ft-diameter cul-de-sac
Over 750	Special approval by the Mukilteo Fire Chief required	

### **E.3 Joint use and maintenance agreement and easement**

Mutual access, utilities, and maintenance of the shared access ways shall be subject to the following Mutual Access Agreements:

- Joint Parking and Access Agreement for Lots 5, 6, 7, 8, 12 and 13 of Puget Acres recorded under Auditor’s Filing Number 201004090286; and
- Joint Access Agreement for Lots 5, 6, 7, 8, 12, 13, and 19 of Puget Acres and Lots 22, 23, 28, thru 33 of Harbour Pointe Sector 07 Business Park recorded under Auditor’s Filing Number 201506050282.

### **E.4 Traffic Concurrency**

Traffic concurrency for both the Main and Satellite Campuses #1 has been approved by the City of Mukilteo: Issue date April 21, 2010. However, if the building sizes are changed as outlined in E.7, Traffic Mitigation, below, new concurrency evaluations will be required.

### **E.5 Sight Distance Clearance**

The parking lot driveway entrance, on Lot 5, that services the Main Campus shall be located per Exhibit B. Any modifications to the driveway entrance shall require additional engineering studies and analysis showing how the entrance and road would be reconfigured to meet the City’s sight distant clearance standards.

### **E.6 Driveway Width**

The maximum driveway width for main entrance to the Satellite Campus shall be 50 feet and shall be centered across from 47<sup>th</sup> Avenue West.

### **E.7 Traffic Mitigation**

**Traffic Impact Fees Owners** shall pay the City, County, and State traffic impact fees for expansion of any existing building and/or any other new or replaced building that generates additional trips in the amount in effect as of the date of building permit issuance. Impact fees shall be paid prior to building permit issuance based on the following trip calculations contained the November 2009 Traffic Impact Analysis for Electroimpact Inc., prepared by Lovell-Sauerland and Associates, Inc. and the March 13, 2019 Master Development Agreement Amendment #2 letter prepared by David Evans and Associates, Inc.

**E.7.1 City Impact Fees.** The City impact fee is based on the PM Peak Hour trip times the current impact fee rate in effect at the time of building permit issuance.

**E.7.2 County Impact Fees.** The County impact fee shall be paid in accordance with the rate established in the approved Interlocal Agreement between the City of Mukilteo and Snohomish County in effect at the time of building permit issuance.

- E.7.3 State (WSDOT) Impact Fees.** The State impact fee shall be paid in accordance with the approved Interlocal Agreement between the City and the Washington State Department of Transportation in effect at the time of building permit issuance.
- E.7.4 Expansion of Existing Buildings.** Traffic impact fees shall only be paid for new building and expansions to existing buildings if they generate new vehicle trips. Expansions, Tenant Improvements, or remodels to accommodate new technology or equipment shall not be subject to transportation impact fees. Any permit application for expansion of existing facilities shall include a traffic study or memo prepared by a Traffic Engineer licensed in the State of Washington.

**EXHIBIT F-1  
to Development Agreement**

**SURFACE WATER DRAINAGE SYSTEM STANDARDS**

**F.1 Adopted Department of Ecology Stormwater Management Manual for Western Washington (Manual)**

Stormwater shall be designed in accordance with the Department of Ecology Stormwater Management Manual for Western Washington that is adopted by the City at the time a complete stormwater permit application is submitted to the City.

Any development proposal under this Development Agreement, with a complete stormwater permit application that includes a stormwater design, submitted prior to July 1, 2022, shall be designed to the Department of Ecology's "2014 Stormwater Management Manual for Western Washington" (the 2014 Manual). Any development proposal under this Development Agreement, with a complete stormwater permit application that includes a stormwater design, submitted after June 30, 2022, but before August 1, 2024 shall be designed to the Department of Ecology's 2019 Stormwater Management Manual for Western Washington" (the 2019 Manual).

Beyond July 31, 2024, the City's NPDES Phase II Permit requires the City to adopt subsequent Manuals from time to time. All development shall be designed to the Manual specified in the City's NPDES Phase II Permit. Dates for the adoption of those Manuals shall follow the NPDES Permit requirements, or City adoption, whichever comes first. The original design standards or assumptions related to the Big Lake drainage basin or any other regional drainage/detention facility do not apply to this Development Agreement.

- F.1.1 Pre-Existing Development: Existing buildings A-C on the Main Campus, Existing building E on Satellite Campus 1, Existing buildings F and G on Satellite Campus #2, Existing building H on Satellite Campus #3, Existing building J on Satellite Campus #5 and the Existing parking lot on Satellite Campus #4 may continue to be used according to this Agreement without having to upgrade the existing stormwater detention or water quality system. However, if these structures are ever enlarged or the property is redeveloped, the change shall be evaluated under the adopted stormwater manual to determine if the existing system is required to be upgraded.
- F.1.2 New Development: All new development, including Building D on the Main Campus and Building K on Satellite Campus #2, shall design the stormwater detention, water quality and stormwater discharge systems according to the Manual that is adopted by the City, as of the date of a complete stormwater permit application is submitted to the City.

**F.2 Maintenance of Stormwater Detention and Water Quality Systems**

A stormwater detention system serving more than one lot shall be allowed provided a Joint Maintenance Agreement for the system is recorded with the Snohomish County Auditor's Office.

## **EXHIBIT G-1 to Development Agreement**

### **MODIFICATIONS OF DEVELOPMENT STANDARDS**

This Exhibit sets forth the standards and review procedures for City review of modifications to the Development Standards. The Mayor or the Mayor's designee ("Designated Official") shall confirm Owner's elections for the Authorized Modifications under Paragraph 1 below and review the Administrative Minor Modifications under Paragraph 2 below. The Designated Official shall utilize the SEPA compliance provisions of Section 7 of this Agreement as part of the determinations under this Exhibit G.

#### **G.1 ADMINISTRATIVE MINOR MODIFICATIONS**

**G.1.1 Proposed Modifications.** Upon Owner's request, Administrative Minor Modifications to approved project permits, binding site plans, other Implementing Approvals or Development Standards may be authorized by the Designated Official under the standards provided in Paragraph G.2.2 below. Administrative Minor Modifications may include but are not limited to the following changes:

- G.1.1.1 Designations or changes within the Potential Development to the building configuration, location, design or size of roadways, paths or trails within the Development Area and utilities or other infrastructure.
- G.1.1.2 Designations or changes to the locations, widths or other aspects of access, utility or other easements.
- G.1.1.3 Designations or changes in the surface water management practices and standards, including the size and/or alterations to the configuration of detention facilities or tracts or other standards, so long as the changes meet the Stormwater Minimum Requirements found in the Manual and the changes provide substantially equivalent or better protection for aquatic resources.
- G.1.1.4 Elections by Owner to use a more recently-enacted City standard than the vested Development Standard established by this Agreement where the Designated Official determines (a) the new standard is consistent with the purpose of this Agreement as reflected in the Potential Development objectives and (b) that the vested Development Standard at issue is not interdependent with or other critical to Development Standards not proposed for modification.
- G.1.1.5 Modifications to Development Standards set forth in this Agreement which (a) are authorized in a particular Development Standard, or (b) if the Development Standard does not discuss authorized modifications, then modifications that meet the Administrative Approval Standard set forth below.

**G.2.2 Administrative Approval Procedures and Standards.** The Designated Official may approve, approve with conditions or deny the requested Administrative Minor Modification based upon the proposed modification's consistency with one or more of the Flexibility Objectives set forth in Section 3.11 of the Agreement.



Administrative Minor Modifications shall be reviewed and decided under the procedures of this Exhibit G, and no separate variance procedures or other revision procedures, including no variances under the sensitive area regulations, zoning or road portions of the City Code or Development Standards, shall apply. Notwithstanding the foregoing, the Designated Official may circulate the requested modification to appropriate City departments and officials for review and comment and may provide public notice and opportunity to comment using one or more of the noticing options of the City's standard permit review procedures under MMC 17.13. The Designated Official may impose reasonable conditions as part of the approval of an Administrative Minor Modification where such conditions are necessary to mitigate impacts directly related to the proposed modification. Approved Minor Modifications may be set forth in writing or incorporated through appropriate revisions or notations on the approved preliminary plat, final plat or engineering drawings, binding site plan or other appropriate document. The City shall maintain a cumulative list of all approved Administrative Minor Modifications. The decision by the Designated Official on any requested Administrative Minor Modification shall be subject to one open record appeal to the Hearing Examiner.

### **G.3 MAJOR MODIFICATIONS**

Upon request by the applicant, the City Council shall review the following Major Modifications:

- G.3.1 Changes in the maximum developable square footage authorized for the Potential Development under Section 3.1 of the Agreement.
- G.3.2 Any other designation or change that does not qualify or was denied as an Administrative Minor Modification.

The City shall consider Major Modifications as an amendment of this Development Agreement using procedures consistent with RCW 36.70B.200.