

WHEN RECORDED RETURN TO:

Kamm Creek Partners, LLC

1841 Front Street

Lynden, WA 98264

DOCUMENT TITLE: Development Agreement

REFERENCE NO. OF
RELATED DOCUMENT: Not Applicable

GRANTOR(S): City of Lynden, a Washington Municipal Corporation

GRANTEE(S): Kamm Creek Partners, LLC, a Washington limited liability company

LEGAL DESCRIPTION/ASSESSOR'S TAX/PARCEL NUMBER(S):

400315 248165 0000/128322:

The East 5 acres of the South half of the Northeast quarter of the Southwest quarter of Section 15, Township 40 North, Range 3 East of W.M., less road, except undivided one half (1/2) interest in oil, gas and mineral rights as reserved under Whatcom County Auditor File No. 927862.

400315 183163 0000/128292:

The South half of the Northeast quarter of the Southwest quarter of Section 15, Township 40 North, Range 3 East of W.M., except the East 5 acres thereof, and except undivided one half (1/2) interest in oil, gas and mineral rights as reserved under Whatcom County Auditor File No. 927862.

DEVELOPMENT AGREEMENT

Kamm Creek Planned Residential Development

This Development Agreement, hereinafter referred to as “Agreement,” is entered into by and between the City of Lynden, a Washington municipal corporation (hereinafter the “City”), and Kamm Creek Partners, LLC, a Washington limited liability company (hereinafter “Developer”) whose address is 1841 Front Street, Lynden, WA 98264, and who is the owner of the property commonly known as the “Kamm Creek PRD,” and which is legally described on Page 1 above (hereafter “Kamm Creek PRD” or “Property”) and depicted on Exhibit C.

This Agreement is entered pursuant to the following recitals of fact, which are a material part of this Agreement:

A. Lynden Municipal Code (LMC) 19.29 guides the development standards and criteria for approval for Master Planned Residential Developments (MPRDs), and the primary purpose of MPRDs is to promote creativity in site layout and design by allowing flexibility in the application of the standard zoning requirements and development standards.

B. An application for a Planned Residential Development Permit was filed with the City for the development of the real property described above under PRD No. 20-02 (“Permit No. 20-02”). The process for approval of the PRD included staff review, a public hearing before the Planning Commission, and a decision by the City Council.

C. The City issued a Mitigated Determination of Non-Significance under WAC 197-11, and that document is attached and incorporated by reference herein, as Exhibit B.

D. The minimum lot size for single family homes within a PRD is 5,000 square feet, pursuant to LMC 19.29.060(1). The size of the forty (40) residential parcels proposed under Permit No. 20-02 range from 5,237 square feet to 10,228 square feet, with ten parcels exceeding 9,000 square feet. Factoring in common open space within the PRD’s proposed boundary, the average area per residence is over 21,000 square feet per home when divided equally. Accordingly, the lots proposed by the PRD meet and exceed the 5,000 square foot minimum.

E. The property described above is located within the Residential Single-Family (“RS-100”) zone, which allows a residential density of up to four dwelling units per acre. While approximately 5.2 acres of the subject property are located within the floodplain (and LMC 19.29.060(1) states that area within a floodplain shall not be included in the gross land area for the calculation of density in a PRD), even with the floodplain area excluded from density calculations, the final density of the proposed PRD is 2.7 units per acre, which is well within the permitted density.

F. The application was reviewed against the applicable chapters of the LMC and the Engineering Design and Development Standards, and the City determined that the overall intent of the application was mostly consistent with the purpose of PRDs as outlined in LMC 19.29.010, and that the proposal appeared to meet the minimum lot size and other PRD requirements consistent with City Code.

G. The City granted preliminary approval of Permit No. 20-02 on December 8, 2020, adopting Findings of Fact and Conclusions of Law for the Kamm Creek PRD. A revised/updated approval decision was issued on September 7, 2021, reflecting that Condition No. 10, regarding mineral rights, was advisory rather than requiring clearance of mineral rights from title.

H. The decision by the City Council approving the PRD with conditions is equivalent to the preliminary approval of a long plat. When given, this initial approval authorized the applicant to move forward with infrastructure improvements, but required applicant to return to the Council for final approval.

I. Section 19.29.100(C) of the Lynden Municipal Code (“LMC”) requires a development contract be presented to the Planning Commission and City Council for review and approval within one year of the preliminary PRD approval, thereby memorializing the conditions of the Permit No. 20-02. The one-year deadline after preliminary PRD approval was December 8, 2021, and the deadline for presentation of the development contract was extended for a period of sixty (60) days.

J. LMC Section 19.29.130 required that the Developer submit the final Covenants, Conditions and Restrictions (CCRs) for the City’s Attorney review, and that section of the Code as well as the Council’s decision also required that the development contract and the CCRs be presented to the Planning Commission for review and the City Council for approval. A copy of the CCRs is attached as Exhibit A and incorporated by this reference as if fully set forth.

K. LMC Section 19.29.130 requires that a homeowners association (HOA) be formed. This group is intended to manage and maintain all common areas, critical areas, stormwater facilities, and private streets. The HOA must be incorporated and subject to the protections and requirements under the Washington Common Interest Ownership Act (WUCIOA).

L. This Agreement is prepared according to RCW 36.70B.170-200.

WHEREFORE, the City of Lynden and Kamm Creek Partners, LLC do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, do agree as follows:

ARTICLE I

LAND USE AND SETBACK REQUIREMENTS

1.1 Kamm Creek PRD is located within the RS-100 zone. Any development or design requirement not specifically listed below shall be imposed as required by Chapters 19.15, 19.17 and 19.29 of the Lynden Municipal Code (LMC).

1.2 The total number of units to be developed within the Kamm Creek PRD may not be more than 40 single family homes in addition to the existing residential structure.

1.3 All structures shall be set back a minimum of 25 feet from the PRD perimeter, except a setback of 7 feet will be allowed on the eastern boundary of Lot 11 along Northwood Road.

1.4 Exhibit C provides the location of the various lots to be developed under this PRD. Residential uses within the Kamm Creek PRD shall be single family detached.

The following are the setback and development regulations specific to the single-family lots.

- i. The minimum lot size shall not be less than 5,000 square feet.
- ii. The setback to garage doors shall be at least 24 feet for all units accessing from a public or private street as measured from the property line.
- iii. The minimum setbacks shall be measured to the dwelling foundation and property line, and shall be as follows:

Front Yard:	15 (fifteen) feet
Side Yard	7 (seven) feet
Rear Yard	30 (thirty) feet; except lots under 7,000 square feet shall be allowed a rear yard setback of 20 (twenty) feet. Open sided decks and patios (three sides open) may encroach up to 12 (twelve) feet into the rear yard setback.
- iv. The maximum building lot coverage shall be 40% of the lot.

1.5 Vesting. Existing City ordinances and regulations, and other existing laws and regulations administered by City as of the date of execution of this Agreement, will apply to govern development the Kamm Creek PRD for the duration of this Agreement; except that, this provision shall not apply to, and there shall be no vesting of rights for, including without limitation, the following: City Health Code, Title 8 LMC; City Building Code, Title 15 LMC; Title 13, City of Lynden's concurrency requirements and service levels associated with off-site roads and traffic impacts; and any and all City and state regulations relating to stormwater. Further, Lynden reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

1.6 MDNS. The City's State Environmental Policy Act threshold determination for the Kamm Creek PRD, a mitigated determination of non-significance issued August 28, 2020, contains conditions which are required for the Kamm Creek PRD ("MDNS"). Developer agrees to comply with all the conditions stated within the MDNS.

1.7 The area break-down table noting gross plat area, and the areas of reserve tracts, critical areas/buffers, rights-of-way, and other infrastructure, will be included on the final Plat map as provided under Condition 18 of the preliminary PRD approval.

ARTICLE II

DESIGN GUIDELINES AND STANDARDS

Homes within the PRD will be subject to the design standards of LMC 19.22. These also include articulations on building elevations that face toward public streets or shared green spaces, exterior finish details, porches and stoops, and the screening of mechanical equipment.

ARTICLE III

INFRASTRUCTURE DEVELOPMENT REQUIREMENTS

3.1 STREET CONSTRUCTION:

- a. Streets within the PRD shall be private and constructed with the following requirements:

	<u>Right of Way</u>	<u>Paved Width</u>	<u>Sidewalk (one side)</u>	<u>Planting Strip</u>	<u>Material</u>
Streets fronting lots	41 feet	30 feet	5 feet	3-4 feet	Asphalt ¹
Other streets (i.e., within critical areas and associated buffers)	30 feet	24 feet	N/A	N/A	Asphalt ¹

In the event hydrants are located in an area with 24-foot wide streets, the width of the street must be expanded to a minimum of 26 feet for a distance of 10 feet on each side of any hydrant. No parking is permitted adjacent to fire hydrants, and this restriction must be clearly marked with signs or pavement marking.

- b. A 6 inch vertical cement concrete curb is required along road frontages where sidewalks are present to provide pedestrian protection from vehicle traffic. Rolled curb is not permitted as a substitute for this requirement.
- c. Street trees will be required within the dedicated public utility easement adjacent to the street, pursuant to Section 18.14.120 LMC. A minimum of one street tree is required per

¹ As provided in Condition 16 of the preliminary PRD approval, the asphalt pavement is to be pervious/permeable, and the CC&Rs will address such use and the Association's responsibility to maintain the same.

lot, and there shall be a maximum of 50 feet between each tree; provided, however, trees shall not be placed so as to block view triangles. The CCRs clearly address the responsibility of adjoining property owners to maintain the street trees.

- d. All streets within the PRD shall be posted as private.
- e. Condition Number 12 of the preliminary PRD approval erroneously stated that the traffic study submitted in connection with the application was conducted with the assumption of 35 homes rather than 40, and provided that the Developer would be required to provide an updated traffic study consistent with the final lot. However, it is acknowledged that the Traffic Study by Gibson Traffic Consultants dated April 2020 was specifically premised on forty (40) lots, and accordingly that condition is deemed satisfied.
- f. If Developer proposes a frontage improvement plan different from City standards, it must provide adequate turn-around within public right-of-way and address the parking, life safety, delivery, waste collection, and other needs of the proposed development. Any proposed alley shall be private, with a minimum clear width of 24-feet.
- g. Additional right-of-way may be needed to address west bound right turn movements. The applicant has agreed to dedicate 10 feet of right-of-way to the City along the full frontage of Northwood Road as required by Public Works consistent with the City's transportation plan. A 10-foot utility easement behind the right-of-way shall be dedicated. Northwood frontage improvements are required to the extent they provide for safe ingress and egress from the project. This will also include street lighting and pedestrian connections.

3.2 SANITARY SEWER

a. Sanitary sewer system design and construction must meet the requirements of the City of Lynden Engineering Design and Development Standards.

d. The sewer line must be extended to the furthest extend of all properties per City development standards of the proposed development unless it is determined that services are adequately provided elsewhere. A 20-foot utility easement is required for public sewer systems. If two public utilities are in an easement the minimum width is 30 feet.

e. existing sewer easement shall not be impacted. Any changes to the current sewer access road shall provide an equal or greater access.

3.3 WATER

- a. The project shall be served by extending a City of Lynden 12” water main within Northwood Road, from the current dead-end location on Kamm Road east to Northwood and then south on Northwood to the edge of the plat, unless, modelling indicates this is not needed to meet fire flow requirements as identified in City code. A 20-foot utility

easement is required if only water is located within it. If two public utilities are in an easement the minimum width is 30 feet equally spaced. Work will be done per 6.2 (M) of the City of Lynden Project Manual for Engineering Design and Development Standards.

- b. Fire hydrant installation is required and spacing within this development shall be every 500 feet for single family at a minimum, with final locations to be approved by the Fire Chief.
- c. Each house and/or unit within the Kamm Creek PRD must be individually metered and said meters shall be located within the private street right of way.
- d. Per LMC 18.14.075, there shall be a five-foot utility easement around the interior property line of all residential lots within the Kamm Creek PRD.
- e. LMC 18.14.160 provides for utility extensions to be made to the furthest extent of the property or edge of the subdivision except where there is no expectation of extension of utilities to other lots. It has been determined that water extension beyond the south entrance to Kamm Creek PRD is unnecessary as property beyond the development drops into the floodplain and is not part of the City's Urban Growth Area.
- f. If located within the Nooksack Floodplain, water services shall have backflow prevention to protect the City system.

3.4 STORMWATER REQUIREMENTS

- a. Condition Number 25 of the preliminary PRD approval noted the need for a stormwater management plan prepared by a professional engineer, addressing any impacts from seasonal high groundwater and flooding, and a Stormwater Site Plan Narrative addressing all Stormwater minimum requirements shall be submitted, as well as an erosion control plan included in the drainage plan and construction plans as necessary. The final civil engineering design including stormwater report was subsequently submitted to the City, and accordingly that condition is deemed satisfied.
- b. Stormwater from streets may be infiltrated within the -street easement right-of- way, or within a separate dedicated common area tract, but may not be within the street prism. The project may incorporate porous pavements as part of the Stormwater Plan. Infiltration areas and street trees should have adequate separation to insure the proper functioning of the drainage system and survival of the tree.
- c. Developer has applied for a National Pollutant Discharge Elimination System (NPDES) permit as noted under Condition 25(d),
- d. The City and the Developer shall execute a Stormwater Facilities Inspection and Maintenance Agreement, which shall apply to the entire Property. Stormwater operation and maintenance shall be completed per approved stormwater report and the Stormwater Agreement. Maintenance of the stormwater facilities shall be the responsibility of the Developer until control of the Property is turned over to the HOA, at which time the

HOA shall assume maintenance responsibilities. All stormwater systems shall be inspected at least yearly and report submitted to the. Any repairs identified shall be completed/corrected and reinspected within 30 days.

3.5 VEHICULAR ACCESS AND PEDESTRIAN CONNECTIVITY

- a. All vehicular access to the Kamm Creek PRD plat shall be via private streets from Northwood Road.
- b. A minimum five-foot sidewalk on one side of the street in areas with fronting residences including a 4-foot buffer or planting strip between the raised concrete curb and sidewalk is required.
- c. LMC 19.29.060(6) requires (in addition to sidewalks fronting residential lots) logical pedestrian connections throughout the project including paved pathways to front doors, and trails within or adjacent to open space areas. Accordingly, Developer will include an asphalt pedestrian path and public access easement parallel to Northwood Road, west of the existing ditch, and additional pedestrian trail/path as shown on Exhibit C. Granting of a public trail easement, through an easement or associated restrictive covenant, will be required.
- d. Additionally, this development will accommodate the construction of and/or dedication of property for future public use connections to the East Lynden Loop Trail with access provided to the west.

3.6 ADDITIONAL REQUIREMENTS

- a. Construction drawings for civil and utility improvements must be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the plat. It is the project engineer's responsibility to be aware of these standards.
- b. Review and inspection fees shall be as set forth in section 7.3, herein.
- c. A post construction maintenance bond in the amount of 10% of the construction costs for public facilities will be required prior to final plat approval. A Performance Bond is required for all work within City right of way. This bond shall be for 150 % of the approved engineer's estimate for the work.
- d. All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City's control monuments is available to the project consultant for their use.

ARTICLE IV

CRITICAL AREAS, FLOODPLAIN, AND OPEN SPACE STANDARDS

4.1 CRITICAL AREAS

A Critical Areas Detailed Study analyzing proposed impacts to the wetlands and regulated streams and their buffers was presented. At the time of preliminary approval, the Critical Areas Report dated June 29, 2020, was considered preliminary and subject to necessary revisions based on requested information, subsequent, plat design alterations, and Army Corps and WDFW permits. It was noted that proposed wetland fill would require Army Corps permits, that stream crossing work would require a WDFW HPA permit, and that staff expected that details of the proposed mitigation plan would require revisions subject to these permits prior to final plat approval. Both the WDFW and Army Corps permits have since been issued. Further, the State of Washington Department of Ecology has granted a water quality certification for the PRD, under Order No. 20894, referencing Corps No. NWP-2021-476.

4.2 FLOODPLAIN

FEMA designated floodplain and elevation for the Nooksack River shall be indicated on the final plat. Developer will confirm the base flood elevation (BFE) for the property, and locate and adequately delineate that elevation on the ground. Any approved alterations that would change the on-site location of the BFE will require a LOMA and/or a LOMR-F prior to final plat approval.

Proposed development of the floodplain must comply with FEMA regulations, as well as LMC 16.12 regarding Floodplain Management. Approval of floodplain development is subject to cut and fill analysis, compensatory storage, and a biological assessment, which must occur prior to commencement of work / fill within the flood plain. A portion of the access road is proposed within the floodplain. Approval for floodplain impacts associated with this work (including cuts / fills, excavations and ground disturbance) is required prior to any work commencing in this or any other floodplain location.

Future parcels that contact the floodplain or that are directly adjacent to the floodplain will require an elevation certificate at final occupancy to ensure two (2) feet of freeboard above BFE.

4.3 OPEN SPACE

The Kamm Creek PRD meets the requirement of Section 19.29.080 by providing more than 7.5% of the land area in the PRD for active recreation and community use. The PRD site plan provides for total open of 64%, including areas for trails. Use restrictions and maintenance shall be the responsibility of the Kamm Creek PRD Homeowners Association.

A recorded deed restriction or restrictive covenant running with the land will be to assure that said property will remain in open space in perpetuity, consistent with the terms of LMC 19.29, and shall be held and maintained for such purposes for the common benefit of residents of the development by the homeowner's association.

ARTICLE V ASSIGNMENT AND TRANSFER

After its execution, this Agreement shall be recorded in the office of the Whatcom County Auditor according to RCW 36.70B.190. According to RCW 36.70B.180, each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, and shall run with the land. This Development Agreement shall be

binding on the City and owners of the Property, Kamm Creek Partners, LLC, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Upon any sale or conveyance of the Property by an owner, such owner shall be released from the obligations of this Agreement and the obligations stated herein shall be enforceable solely against the successor owner of the Property.

ARTICLE VI

DEVELOPMENT AND ADOPTION OF CCRS; HOMEOWNERS' ASSOCIATION

6.1 The Covenants, Conditions and Restrictions ("CCRs") prepared by Kamm Creek Partners, LLC in conformance with this Agreement and Chapter 19.29 of the Lynden Municipal Code are attached as Exhibit A.

6.2 Kamm Creek Partners, LLC and its successors shall consistently and uniformly apply and enforce the CCRs incorporated therein, in a non-arbitrary and nondiscriminatory manner, consistent with state and federal law. Kamm Creek Partners, LLC and its successors shall not waive or abandon enforcement of any particular provision of the CCRs without the written agreement of the City of Lynden.

6.3 As set forth in the CCRs, a homeowners' association will be formed which will hold, manage and maintain common areas including the open space, trails, alleys, mitigated areas, and conservation easements if utilized.

ARTICLE VII MISCELLANEOUS

7.1 Prior to final Kamm Creek PRD plat approval, the Developer will be required to pay transportation mitigation fees, plus the first half of park and fire mitigation fees.

7.2 All public improvements must be constructed to the current standards as noted in the City of Lynden Manual for Engineering Design and Development Standards or an equivalent approved through the Planned Residential Development process.

7.2 The construction drawings for any improvements will be submitted for review and approval prior to construction. These drawing must illustrate that the utility improvements and extensions meet the standards listed within the Project Manual for Engineering Design and Development Standards, unless they have been specifically varied by the approval of the Kamm Creek PRD plat. It is the project engineer's responsibility to be aware of these standards.

7.3 There is a review deposit of \$400 per lot, \$4,000 minimum, to review the construction plans and a plat construction inspection deposit of \$500 per lot, \$10,000 minimum, due prior to review and construction respectively.

7.4 A post construction maintenance bond in the amount of 10% of the construction costs will be required prior to final plat approval.

7.5 All surveying work and engineering design must be based on the City of Lynden survey control monuments. AutoCAD files for all improvements must be provided to the City in digital format approved by the City. A copy of the City's control monuments is available to the project consultant for their use.

7.6 All addressing must follow the requirements of the Lynden Municipal Code. This may require changes to existing addressing, and addresses will be assigned by the Public Works Department. Addresses that cannot be seen from the City street must be posted at both the access easement and on the residence.

7.7 This writing including the exhibits hereto constitute the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in an acknowledged writing and in accordance with LMC Section 19.29.120.

7.8 In the event Kamm Creek Partners LLC fails to comply with the commitments set forth herein, within one hundred twenty (120) days of written notice of such failure from the City, in addition to any other remedies which the City may have available to it in law and equity, the City shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement, and to collect the direct costs associated with such action from Kamm Creek Partners, LLC. In the event that a judicial dispute arises regarding the enforcement or breach of this Agreement, then the prevailing party in such dispute shall be entitled to recover its attorney's fees and costs reasonably incurred, including fees and costs incurred on appeal

7.9 This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Whatcom County, Washington.

7.10 Nonwaiver of Breach. Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

7.11 Duration. This Agreement shall expire and /or terminate upon the earliest of the following: (a) ten (10) years from the date of this Agreement; (b) the date upon which Kamm Creek PRD has been fully developed as described herein and all of Developer's obligations in connection therewith are satisfied as determined by City; or (c) upon mutual agreement of the Parties. Notwithstanding the foregoing, the preliminary approval of the PRD will expire if the final PRD Plat is not recorded within five (5) years of the date the preliminary approval became final, in conformance with LMC 18.06.010.2, 18.06.020 and 18.06.030, after which City approval of this application shall become void; provided that, this deadline may be extended for up to one (1) additional year upon application to and approval by the City Council.

7.12 Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below:

City of Lynden: Heidi Gudde, Planning Director
City of Lynden Scott Korthuis, Mayor
300 Fourth Street
Lynden, WA 98264

Kamm Creek Partners, LLC: Jeff Palmer, Managing Member
1841 Front Street
Lynden, WA 98264

or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, and shall be effective on the date of its recording with the Whatcom County Auditor.

Halo Holdings, LLC
Managing Member of
Kamm Creek Partners, LLC

By: _____
Jeremy Parriera

Its: _____

By: _____
Tim Koetje

Its: _____

City of Lynden

By: Scott Korthuis, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be an authorized member of KAMM CREEK PARTNERS, LLC, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be an authorized member of KAMM CREEK PARTNERS, LLC, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of such limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for the State of Washington
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Korthuis, to me known to be Mayor of the City of Lynden, Washington, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of the municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public in and for the State of Washington

My commission expires: _____

EXHIBIT A = Covenants, Conditions and Restrictions

EXHIBIT B = MDNS

EXHIBIT C = Plat Map