

Attachments 2:
Draft Kinect @ Lynnwood Development Agreement

1 **DEVELOPMENT AGREEMENT**
2 **BY AND BETWEEN THE CITY OF LYNNWOOD**
3 **AND AMERICAN PROPERTY DEVELOPMENT, INC., FOR THE**
4 **KINECT @ LYNNWOOD DEVELOPMENT**

5 THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of
6 ____, 2020, by and between the City of Lynnwood, a Washington municipal corporation, hereinafter the
7 “City,” and American Property Development, Inc., a Washington corporation, hereinafter the “Developer.”

8 **RECITALS**

9 **A.** On March 14, 2005, the City Council adopted the City Center Sub-Area Plan (Ordinance
10 2553) and the City Center zoning and design guidelines (Ordinance 2554), and on July 10, 2006, the Council
11 adopted Ordinance 2625 amending the Official Zoning Map.

12 **B.** The City has an interest in encouraging new construction or rehabilitation of multifamily
13 housing in Residential Target Areas in order to reduce development pressure on single-family residential
14 neighborhoods, to increase and improve housing opportunities, and to encourage development densities
15 supportive of transit use.

16 **C.** On May 29, 2007, the City Council adopted Ordinance 2681 under the authority granted
17 to it under Chapter 84.14 RCW designating the City Center Sub-Area as a Designated Residential Target
18 Area and establishing the Multiple-Unit Housing Property Tax Exemption.

19 **D.** Ordinance 2681 enacted a program whereby property owners may qualify for a Final
20 Certificate of Tax Exemption which certifies to the Snohomish County Assessor that the owner is eligible
21 to receive a limited property tax exemption.

22 **E.** On September 13, 2010, the City Council adopted Ordinance 2850 implementing a
23 Transportation Impact Fee that includes an exemption for Development Activities in the City Center Sub-
24 Area subject to specified criteria, including the completion of a development agreement between the City
25 and the Developer for the Development Activity.

26 **F.** The City Council has identified the City Center as serving a broad public purpose. The
27 Transportation Impact Fee exemption is offered to qualifying projects under LMC 3.105.080 to provide an
28 incentive for projects furthering City Center Sub-Area Plan policies and objectives.

29 **G.** On May 30, 2019, the Developer submitted for Project Design Review (the “PDR”), for a
30 239 unit multiple-unit building with structure parking development known as Kinect @ Lynnwood
31 (“Project”) to be located at 4100 Alderwood Mall Blvd in Lynnwood, Washington and consisting of
32 existing Tax Parcel Number(s) 003726-007-021-07 (the “Property”).

33 **H.** On June 21, 2019, the City determined the PDR application was technically complete.

34 **I.** On July 8, 2019 the City circulated the PDR for public comment in compliance with LMC
35 1.35 including opportunity for comment on the Project.

36 **J.** On July 8, 2019 the City advertised a determination that the Project is compliant with the
37 City Center Planned Action Ordinance No. 2943 and LMC 17.02.300 and no appeals were received.

38 **L.** On August 1, 2019, the Developer submitted an application for the Multiple-Unit Housing
39 Property Tax Exemption to the City for the Project.

1 M. On September 9, 2019, the City approved the PDR application for the Project.

2 N. In order to satisfy requirements under LMC 3.105.080.A.1.e and LMC 3.82.080.A
3 qualifying the Project for the limited exemption from Transportation Impact Fees (“TrIF”) and the Multiple-
4 Unit Housing Property Tax Exemption (“MFTE), the City and Developer desire to enter into this
5 Development Agreement (“Agreement”) for the Project.

6 **SECTION 1. GENERAL PROJECT DESCRIPTION**

7 **1.1 Parties to Development Agreement.** The parties to this Agreement are:

8 a) The “City” is the City of Lynnwood, 19100 44th Ave West, Lynnwood Washington
9 98046.

10 b) The “Developer” is American Property Development, Inc., a Washington corporation
11 (or its assignees as permitted under Section 3.11 and Section 4.2 below) which is a
12 private enterprise that owns or is under contract to purchase the Property in fee, and
13 whose principal office is located at 110-110th Ave NE, Suite 550, Bellevue,
14 Washington 98004.

15 **1.2 Site.** The Property on which the Project will be located consists of approximately 73,181
16 square feet and is legally described in **Exhibit A**, attached hereto and incorporated herein
17 by this reference. The Property is located within the City Center-Core zone. There are no
18 structures listed on the City of Lynnwood’s historic register located on the Property.

19 **1.3 Existing Uses.** The Project site contains two commercial buildings, one one-story multi-
20 tenant building consisting of 14,895 +/- SF, and one drive-thru coffee stand consisting of
21 274 +/- SF. There are no residential units currently on the Project site.

22 **1.4 Project.** The PDR application received by the City on May 30, 2019 describes the Project
23 as the development and use of the Property with 239 new multi-family residential units
24 with approximately 173,999 square feet of residential unit area, 15,208 square feet of
25 storage and common area, and 114,080 square feet of garage area containing 100% of the
26 off-street parking for the Project. The Project is further illustrated in **Exhibit B**, attached
27 hereto and incorporated by this reference.

28 **1.4.1 Flexibility.** The Project shall be allowed minor flexibility of up to a 5% increase
29 of identified units and square footages identified in Section 1.4; however, the
30 Project must substantially be of the same character as that approved in the PDR.
31 The Community Development Director, or designee, shall have the authority to
32 determine whether the Project will be substantially of the same character as the
33 Project approved in the PDR, which decision shall be final. If a significant
34 alteration of the PDR is required to accommodate public infrastructure projects,
35 such as Everett Link Extension or widening of Alderwood Mall Blvd, such an
36 alteration may be approved by the Community Development Director, or designee,
37 to accommodate public improvements. All other significant changes to the Project
38 would require an amendment to the Development Agreement approved by City
39 Council per LMC 21.29.

1 **1.5 Project is a Private Undertaking.** It is agreed among the parties that the Project is a
2 private development and that the City has no interest therein except as authorized in the
3 exercise of its governmental functions.

4 **1.6 Consistency with Development Regulations.** This Agreement is consistent with the
5 applicable development regulations as required by RCW 36.70B.170.

6 **1.7 Public Benefits.** This Agreement provides public benefits listed in LMC 21.29.200.C
7 that include:

8 **1.7.1 Sustainability.** The Project supports sustainability through efficient use of
9 design, technology and recycling programs at the Project, including designing the
10 Project to meet the LEED™ Silver Standard as established by the U.S. Green
11 Building Council (USGBC) as demonstrated in **Exhibit F**, provided however, it
12 is hereby acknowledged and agreed that Developer shall not be required to seek,
13 obtain or achieve any level of LEED Certification for the Project or be
14 commissioned as a LEED certified project.

15 **1.7.2 Affordable Housing.** The Project includes implementation of the MFTE
16 program for low- and moderate-income housing as described in Section 3.

17 **1.7.3 Park and Open Space.** The Project shall contribute to the Park Impact Fees as
18 required by LMC 3.107.

19 **1.7.4 Economic Benefits.** The Project introduces market rate housing into the City
20 Center further implementing the City Center Sub-Area Plan.

21 **1.7.5 Public Infrastructure.** The Project will complete frontage improvements to
22 Alderwood Mall Boulevard in anticipation of the new alignment. This will
23 increase the sidewalk depth for increased walkability and pedestrian safety in the
24 City Center.

25 **1.7.6 Public Art and Placemaking.** The Project shall conform to the Design
26 Standards of the City Center.

27 **SECTION 2. TRANSPORTATION IMPACT FEE AGREEMENT**

28 To carry out the language and intent of LMC 3.105.080.A.1.e. the parties agree as follows:

29 **2.1 Transportation Impact Fees (TrIF).** Transportation Impact Fees are required for all
30 development projects that have a net increase in vehicle trips pursuant to chapter 3.105
31 LMC. The Developer has calculated the Transportation Impact Fees for the Project, as
32 described and documented in the TrIF Calculation Form, attached hereto as **Exhibit C** and
33 incorporated herein by this reference.

34 **2.2 TrIF Exemption.** Pursuant to LMC 3.105.080, the City, in its sole discretion, determines
35 if a proposal satisfies the minimum requirements for the TrIF exemption in LMC
36 3.105.080A.1, including:

- 37 a) Property is located within the City Center;

- b) Project meets the intent of the City Center Sub-Area Plan and complies with City Center development regulations and design guidelines;
- c) Project will be four stories or more above grade elevation;
- d) a minimum of 60 percent of the parking required for the Project must be located in a structure and/or below ground; and
- e) all other terms of this Agreement are completed.

2.2.1 Exemption Granted. The City has determined that the Project as described in Section 1.4 qualifies for the TrIF exemption. The City shall grant a waiver of the Project's Transportation Impact Fees in an amount up to the maximum for a single project (\$600,000 maximum). The Developer shall pay the non-exempt portion, if any, including any assessment beyond \$600,000, of the Transportation Impact Fees for the Project to the City in accordance with the timing and other requirements of the City code.

2.3 Expiration of TrIF Exemption. The City Council has identified the City Center as an area serving a broad public purpose, thus the TrIF Exemption described in this Agreement is time sensitive. Therefore, the TrIF Exemption granted under Section 2.2.1 of this Agreement shall expire if Project Completion has not occurred within three (3) years of the Effective Date of this Agreement. Project Completion shall mean the Developer's receipt of a Certificate of Occupancy for the Project from the City. Extensions of this time period may be granted for just cause as determined by the Community Development Director, or the Director's designee, in their sole discretion, but in no case shall the extensions exceed a total of 24 months.

2.4 Developer Default. The Developer shall be deemed to be in default of Section 2 of this Agreement if, as determined by the City, (i) work on the Project is not progressing substantially toward Project Completion, or the Project has been abandoned by the Developer, and (ii) Developer fails to cure such default within sixty (60) days of City's written notice to Developer of the default ("Default"). Notwithstanding the foregoing, if work on the Project is not progressing substantially due to circumstances beyond Developer's control, such as acts of terrorism, war, floods, earthquake or fire, Developer shall be permitted a reasonable extension of time to complete the work; provided that Project Completion occurs prior to the expiration of the TrIF Exemption, including any extension of the Exemption under Section 2.3. In the case of a Default, City may pursue the remedies set forth in Section 2.5 below.

2.5 City's Remedies. If Developer is in Default and fails to cure such Default per Section 2.4 above, or if the TrIF exemption expires under Section 2.3 above, then the City shall be owed by the Developer the full amount of the Transportation Impact Fee waived per **Exhibit C**, plus interest calculated at the Federal Discount Rate plus one-half of one percent per annum calculated thereon from the date of building permit issuance for the Project through the date Developer has paid the full amount of the Transportation Impact Fee and any interest thereon as set forth herein to the City. In the case of Default for an abandoned or expired Project, a new Transportation Impact Fee must be calculated and

1 paid if the same Project or any other development on the Property is to occur. In that event,
2 any TrIF Exemption under LMC 3.105.080A.1 will require a new application to the City.
3 The City shall have all other remedies at law or in equity, including, without limitation, the
4 award of damages.

5 SECTION 3. MULTIPLE-UNIT HOUSING PROPERTY TAX EXEMPTION AGREEMENT

6 To carry out the language and intent of LMC 3.82, the parties agree as follows:

7 **3.1 Application.** The Developer submitted a complete Multiple-Unit Housing Property Tax
8 Exemption application, a copy of which is attached hereto as **Exhibit D**, on August 1, 2019,
9 prior to application for building permit pursuant to LMC 3.82.070.

10 **3.1.1 Housing Construction.** The Developer agrees to construct on the Property at least
11 50 new multi-family residential housing units for permanent residential
12 occupancy, as defined in LMC 3.82.030(E), as part of PDR Application File No.
13 PDR-008130-2019 submitted May 30, 2019.

14 **3.1.2 Building Design.** Such housing shall be of high quality and finish materials
15 appropriate to the design standards in the City Center Design Guidelines. The
16 intention for the exterior design and materials is demonstrated by the Project
17 approved in the PDR and the intention for the interior design and materials are
18 demonstrated by the images in **Exhibit B**.

19 **3.1.3 Construction Standards.** The proposed multiple-unit housing units in the Project
20 must be constructed to standards established for condominium construction or
21 better as illustrated in **Exhibit E**.

22 **3.1.4 Green Building.** The Project shall be designed to the LEED™ Silver Standard as
23 established by the U.S. Green Building Council (USGBC) as demonstrated in
24 **Exhibit F**.

25 **3.2 MFTE Program.** The Developer shall apply to the City for a Final Certificate of Tax
26 Exemption prior to the expiration of the Conditional Certificate, including any extension
27 of the Conditional Certificate under Section 3.5 below. For 12 successive years of
28 exemption from ad valorem property taxation, beginning January 1st of the year
29 immediately following the calendar year after issuance of the Final Certificate of Tax
30 Exemption, the Developer shall rent at least twenty percent (20%) of the multi-family
31 housing units as affordable housing to low-income and moderate income households, in
32 accordance with RCW 84.14.020(1)(a). For purposes of this Agreement, the terms
33 “affordable housing,” “low income household” and “moderate income household” shall
34 have the meanings stated in RCW 84.14.010, as now existing and as may be amended in
35 the future.

36 **3.2.1** The tax exemption does not apply to the value of the land or the value of
37 improvements not qualifying under LMC 3.82, nor does the tax exemption apply
38 to increases in assessed valuation of land or non-qualifying improvements.

39 **3.2.2** Only that portion of the space designated for multiple-unit housing shall be eligible
40 for the tax exemption provided for in this Agreement.

- 1 **3.3 Compliance with Codes.** The Developer agrees to maintain the Property including all
2 improvements in compliance with all applicable City codes and requirements. The Project
3 must comply with all applicable provisions of the comprehensive plan, development
4 regulations, building code, fire code, housing code, zoning code, and any development
5 guidelines for the Residential Targeted Area. For the duration of the property tax
6 exemption authorized under this Agreement, the Property shall have no violations of
7 applicable city codes and ordinances, including but not limited to zoning requirements,
8 land use regulations and building and housing requirements for which a notice of violation
9 has been issued and is not resolved by compliance, withdrawal or other final resolution.
- 10 **3.4 Conditional Certificate of Acceptance.** The City agrees to issue the Developer a
11 Conditional Certificate of Acceptance of Tax Exemption upon execution of this Agreement
12 by both parties, in accordance with LMC 3.82.080.
- 13 **3.5 Term of Conditional Certificate of Acceptance.** The Developer agrees to complete
14 construction of the Project within three years from the date the City issues the Conditional
15 Certificate of Acceptance of Tax Exemption pursuant to LMC 3.82.080, or within any
16 extension thereof granted by the City in its sole discretion, with any extension not to exceed
17 24 consecutive months. The Conditional Certificate of Acceptance shall expire three years
18 after the date of its issuance, or upon the conclusion of any extension period. Upon the
19 City’s issuance of the Conditional Certificate of Acceptance, if requested by Developer,
20 the City and Developer shall execute a voluntary covenant setting forth the restrictions on
21 the Property set forth in the Conditional Certificate of Acceptance and the term of such
22 restrictions on the Property, in such form as reasonably acceptable to Developer and the
23 City (the “Covenant”). Developer may, as determined in Developer’s sole discretion,
24 record such Covenant with the recording office of Snohomish County at the cost and
25 expense of Developer.
- 26 **3.6 Final Certificate.** For application for the Final Certificate, the Developer agrees, upon
27 completion of the Project improvements and upon issuance by the City of a temporary or
28 permanent certificate of occupancy, to file with the City’s Community Development
29 Director, or the Director’s designee, the following:
- 30 **3.6.1** A statement of expenditures made with respect to each multiple housing unit in the
31 Project and the total expenditures made with respect to the entire Property;
- 32 **3.6.2** A description of the completed Project work and a statement of qualification for
33 the exemption;
- 34 **3.6.3** A statement that the Project meets the affordable housing requirements; and
- 35 **3.6.4** A statement that the Project work was completed within the required three-year
36 period or any authorized extension. Within 30 days of receipt of all materials
37 required for the Final Certificate, the Community Development Director, or
38 designee, shall determine whether the Project improvements satisfy the
39 requirements of LMC 3.82.
- 40 **3.7 Filing of Final Certificate of Tax Exemption.** The City agrees, conditioned on the
41 Developer’s successful completion of the Project improvements in accordance with the

1 terms of this Agreement and LMC 3.82, and on the Developer's filing of the materials
2 described in Section 3.6 above, to file a Final Certificate of Tax Exemption with the
3 Snohomish County Assessor within 10 days following the expiration of the 30-day period
4 specified in LMC 3.82.090(D).

5 **3.8 Annual Reporting.** The Developer agrees, within 30 days following the first anniversary
6 of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for
7 the period of the tax exemption, to file a notarized declaration with the Community
8 Development Director, or designee, as required by the Washington State Department of
9 Commerce indicating, but not limited to, the following subsections. The City may require
10 the Developer to provide the identified information on specific forms for reporting.

11 **3.8.1** A statement identifying the total number of occupied and vacant multi-family
12 housing units in the Project receiving a property tax exemption during the previous
13 year; and

14 **3.8.2** A certification that the Property continues to be in compliance with this
15 Agreement, has not changed use, and is in compliance with the affordable housing
16 requirements of Chapter 84.14 RCW for a twelve year tax exemption; and

17 **3.8.3** A description of any improvements or changes to the Property constructed after
18 the issuance of the Final Certificate of Tax Exemption; and

19 **3.8.4** The total monthly rent for each unit; and

20 **3.8.5** Documentation of the income of each renter household at the time of initial
21 occupancy; and

22 **3.8.6** Documentation showing that at least twenty percent of the units were and are being
23 rented as affordable housing units to low and moderate income households as
24 defined in RCW 84.14.010 and in compliance with RCW 84.14.020; and

25 **3.8.7** Any additional information requested by the City relating to the Property receiving
26 or the continued qualification for the tax exemption under this Agreement.

27 The Community Development Director, or designee, may conduct on-site verification of the
28 declaration and the City is authorized to enter the Property for purposes of the verification. Failure
29 to submit the annual declaration may result in the tax exemption being canceled.

30 **3.9 Maintenance of Records.** The Developer agrees to maintain records supporting all
31 information provided to the City and to make those records and the multi-family units
32 available for inspection by the City for the duration of the tax exemption authorized by this
33 Agreement and for three years after the expiration, cancellation or other termination of the
34 tax exemption.

35 **3.10 Conversion of Units.** If the Developer converts to another use any of the new residential
36 housing units constructed under this Agreement or if the Developer discontinues
37 compliance with the affordable housing requirements, the Developer shall notify the City's
38 Community Development Director and the Snohomish County Assessor within 60 days of
39 the change in use or discontinuance. *(See also Section 3.13 Cancellation of Multiple-Unit
40 Housing Property Tax Exemption below.)*

1 **3.11 Transfer of Ownership.** The Developer agrees to notify the City promptly of any transfer
2 of Developer’s ownership interest in the Property or in the improvements made to the
3 Property under this Agreement.

4 **3.12 Tax Liability.** The Developer acknowledges its awareness of the potential tax liability
5 involved if and when the Property ceases to be eligible for the incentive provided pursuant
6 to this Agreement. Such liability may include additional real property tax, penalties and
7 interest imposed pursuant to RCW 84.14.110. Developer further acknowledges its
8 awareness and understanding of the process implemented by the Snohomish County
9 Assessor’s Office for the appraisal and assessment of property taxes. Developer agrees that
10 the City is not responsible for the property value assessment imposed by Snohomish
11 County.

12 **3.13 Cancellation of Multiple-Unit Housing Property Tax Exemption.** If at any time the
13 City’s Community Development Director determines, in consultation with the Economic
14 Development Director, that the Developer has not complied with or that the Property no
15 longer complies with the terms of this Agreement or with the requirements of LMC 3.82,
16 or for any reason no longer qualifies for the tax exemption authorized in this Agreement,
17 the tax exemption shall be canceled and additional taxes, interest and penalties shall be
18 imposed pursuant to state law. This cancellation may occur in conjunction with the annual
19 review or at any other time when noncompliance has been determined. If the Developer
20 intends to convert the multiple- unit housing to another use or to discontinue compliance
21 with the affordable housing requirements, the Developer shall notify the Community
22 Development Director and the Snohomish County Assessor within 60 days of the change
23 in use or intended discontinuance. Upon such change in use, the tax exemption shall be
24 canceled and additional taxes, interest and penalties shall be imposed pursuant to state
25 law.

26 **3.14 Effect of Cancellation.** If a tax exemption is canceled due to a change in use or other
27 noncompliance, the Snohomish County Assessor shall comply with applicable state law to
28 impose additional taxes, interest and penalties on the Property, and a priority lien may be
29 placed on the land, pursuant to state law.

30 **3.15 Notice and Appeal.** Upon determining that a tax exemption is to be canceled, the
31 Community Development Director, or designee, shall notify the Developer by certified
32 mail, return receipt requested. The Developer may appeal the determination to cancel the
33 tax exemption in accordance with the provisions of LMC 3.82.120B.

34 **SECTION 4. MISCELLANEOUS**

35 **4.1 Covenant Running with the Land/Recording.** This Agreement and each of its
36 provisions shall be a covenant running with the Property, and shall be binding on and
37 inure to the benefit of the parties. This Agreement shall be recorded by City with the
38 recording office of Snohomish County at the cost and expense of Developer. The
39 exhibits attached to this Agreement shall be maintained by the City in in Planning File
40 PR-000526-2019.

1 **4.2** Assignment. The City acknowledges that Developer may assign this Agreement, without
2 the prior written consent of the City but upon written notice to the City, to Kinect @
3 Lynnwood LLC, a Washington limited liability company (the “Owner”) immediately prior
4 to the acquisition of the Property, and thereafter, Owner shall assume all obligations of
5 “Developer” under this Agreement and any reference to “Developer” under this Agreement
6 shall mean the Owner. Any other such transfer of this Agreement or conveyance of
7 Developer’s (or Owner’s) interest in the Property shall be governed by Section 3.11 of this
8 Agreement.

9 **4.3** Indemnity. The Developer agrees to defend, hold harmless, and indemnify the City, and
10 its officers, officials, employees, agents, and consultants from and against any claims,
11 demands, penalties, fees, liens, damages, losses, expenses, including reasonable attorneys’
12 fees and costs incurred by the City for liability resulting from any breach of or failure to
13 comply with the duties set forth in this Agreement, except to the extent the claims,
14 demands, penalties, fees, liens, damages, losses, or expenses are caused by the City. This
15 indemnity provision shall survive expiration of this Agreement.

16 **4.4** Written Notice. Except as otherwise provided herein, any and all notices provided under
17 this Agreement must be in writing and shall be deemed given when delivered in person, or
18 when deposited with Federal Express or other similar overnight service, return receipt
19 requested, or when deposited in the United States mail, postage prepaid for certified mail,
20 return receipt requested, or upon actual receipt of a facsimile or other similar transmission
21 (provided that a copy of the facsimile is delivered or deposited within twenty-four (24)
22 hours in the manner specified above), properly addressed to City and the Developer as
23 follows:

	CITY:	AND TO:
	City of Lynnwood	
	Director, Community Development	Lynnwood City Attorney
By Mail:	P.O Box 5008	P.O. Box C-90016
	Lynnwood, WA 98046-5008	Bellevue, WA 98009-9016
In Person:	20816 44 th Ave. W, Suite 230	10900 4th Street, Suite 1500
	Lynnwood, WA 98036	Bellevue, WA 98004
By Fax:	425.771.6585	425.635.7720

34 **DEVELOPER:**
35 American Property Development, Inc.
36 Attn: David Sinnett
37 By Mail: 110 – 110th Ave NE, Suite 550
38 Bellevue, WA 98004
39 By Fax: 425.709.7242

40 Any party may designate a different address for receiving notices hereunder by giving at
41 least ten (10) days written notice thereof to the other parties.

42 **4.5** Time of Essence. Time is expressly declared to be of the essence of this Agreement.

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CITY:
CITY OF LYNNWOOD
A Washington Municipal Corporation

By: _____
Nicola Smith, Mayor

Approved as to form:

By: _____
Rosemary Larson, City Attorney

DEVELOPER:
AMERICAN PROPERTY DEVELOPMENT, INC., a
Washington corporation

By: _____
Name: David Sinnett
Its: Director of Development

[ACKNOWLEDGEMENT PAGES FOLLOW]

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STATE OF WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me _____, the Mayor of the City of Lynnwood, Washington and stated that she is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2020.

NOTARY

Print Name

My Commission expires: _____

STATE OF WASHINGTON)

COUNTY OF _____)

On this day, personally appeared before me David Sinnett, the Director of Development of American Property Development, Inc., a Washington corporation and stated that he is authorized to sign this instrument on behalf of said company for the uses and purposes therein mentioned.

SUBSCRIBED AND SORN TO before me this _____ day of _____, 2020.

NOTARY

Print Name

My Commission expires: _____