

**CITY OF MONROE  
RESOLUTION NO. 2025-015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT FOR THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED PROPERTY LOCATED WITHIN THE CITY'S NORTHWEST URBAN GROWTH AREA, COMPRISED OF 29.89 ACRES, AND COMMONLY KNOWN AS THE MONROE 30 ANNEXATION AREA.

---

WHEREAS, the City received a Notice of Intention to Commence Annexation, dated January 8, 2024, concerning certain property located within the City's Northwest Urban Growth area, comprised of 29.89 acres, commonly known as the Monroe 30 Annexation Area, legally described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and including the following Assessor Tax Parcel Numbers: 28062600401700, 28062600401300, 28062600400700, 28062600400500, 28062600401100, 28062600400900, 01038000099900, 28062600400100, 28062600401200, and 28062600401202; and

WHEREAS, the Notice of Intention was submitted by the owner(s) of not less than ten percent in value, according to the assessed valuation for general taxation, of the subject property; and

WHEREAS, pursuant to RCW 35A.14.120, the Monroe City Council scheduled and held a meeting with the initiating party(s) on February 27, 2024; and

WHEREAS, following such meeting the City Council determined that it would accept the proposed annexation area boundary as identified in the Notice of Intention without modification; require the subject property to assume its proportionate share of the City's indebtedness upon annexation; acknowledge that the subject property would upon annexation be subject to the zoning designation set forth in Ordinance No. 018/2019; and authorize the circulation of a formal petition for annexation consistent with such parameters; and

WHEREAS, the City Council requested that an Annexation/Development Agreement be executed before approval of the Monroe 30 Annexation ordinance, and the ordinance contains a contingency clause requiring the execution and recording of such Agreement; and

WHEREAS, a petition satisfying the applicable requirements of RCW 35A.14.120 et. seq. and Resolution 2024-007 was received on May 30, 2024, and the sufficiency of said petition was subsequently verified; and

WHEREAS, the City submitted a Notice of Intention to the Snohomish County Boundary Review Board (BRB) on November 20, 2024, which was deemed legally sufficient with an effective filing date of November 27, 2024; and

WHEREAS, the City received notice from the BRB on January 14, 2025, that the BRB did not invoke jurisdiction; and

WHEREAS, as required by RCW 35A.14.130, the City Council conducted a duly noticed public hearing on the proposed annexation on August 27, 2024, and all persons wishing to provide verbal or written comments were afforded the opportunity to do so; and

WHEREAS, as part of the annexation the applicant has proposed an annexation development agreement under RCW 36.70B.170(1), and has requested that said agreement contain certain provisions fixing the regulations that will apply to the development of the property after it is annexed to the City; and

WHEREAS, the development agreement was reviewed under the applicable approval criteria as outlined in Chapter 22.70 MMC; and

WHEREAS, annexation is categorially exempt from State Environmental Protection Act (SEPA) review pursuant to RCW 43.21C.222; and

WHEREAS, the environmental impacts of the development agreement were addressed through the SEPA checklist submitted by the applicant and a DNS was issued on March 12, 2025, and subsequent a site-specific environmental review, as applicable, will occur with individual project permit applications to develop the subject property; and

WHEREAS, the City Council wishes to approve the Pre-Annexation and Development Agreement through the passage of this resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pre-Annexation and Development Agreement Approved. That certain agreement entitled "Pre-Annexation and Development Agreement" ("Agreement"), attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby approved. The Mayor is authorized to execute the Agreement in substantially the form presented to Council, together with such minor revisions as the Mayor may deem necessary and appropriate.

Section 2. Findings. The above recitals, together with the content of Agenda Bill No. 25-252 and the recitals set forth in the attached Agreement, are hereby adopted as findings in support of this resolution. The City Council further enters the following additional findings responsive to the decisional criteria enumerated at MMC 22.70.040(G):

(1) *The development agreement is consistent with applicable development regulations.* The Agreement was evaluated and processed pursuant to the standards and procedures set forth at Chapter 22.70 MMC. By its terms, the Agreement requires that the subject property will be developed in accordance applicable development regulations,

including without limitation the townhome standards for the R-7 zoning district established under Ordinance No. 002/2025.

(2) *The development agreement is consistent with RCW 36.70B.170 through 36.70B.210.* As required by RCW 36.70B.170, the Agreement sets forth the applicable development standards for the subject property and reserves the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety. The Agreement establishes a vesting/buildout period defining the scope and extent of the property's vesting to current development regulations in accordance with RCW 36.70B.180. Pursuant to RCW 36.70B.190, the Agreement will be recorded against the title to the subject property and will bind future owners for the term of the Agreement. As required by RCW 36.70B.200, the Agreement has been approved by the City Council following a duly noticed public hearing. And consistent with RCW 36.70B.210, to the extent any mitigation measures and/or other landowner contributions provided under the Agreement would not otherwise be required by state law, the Agreement clarifies that such contributions are being made voluntarily by the landowner(s).

(3) *The development agreement does not provide means of waiving or amending development regulations that would otherwise apply to the project.* The Agreement provides for the future development of the subject property in accordance with applicable development regulations. No provision of the Agreement allows for or otherwise contemplates any waiver, exemption, or avoidance of any otherwise-applicable regulatory requirements. The Agreement expressly acknowledges and preserves the City's regulatory authority, including without limitation the City's ability to approve, deny, and/or condition future project permit applications for the subject property in the ordinary course.

(4) *The development agreement does not bypass any procedural requirements that would otherwise apply to the project.* The Agreement provides for the future development of the subject property in accordance with applicable development regulations. No provision of the Agreement allows for or otherwise contemplates any waiver, exemption, or avoidance of any otherwise-applicable procedural requirement. The Agreement expressly acknowledges and preserves the City's regulatory authority. The Agreement further clarifies that procedural regulations are not included within the body of standards to which the subject property is vested during the Agreement term.

(5) *The development agreement demonstrates reasonable certainty for completion of a project.* The time and effort necessitated by the annexation process, as well as the detailed Conceptual Site Plan included with the Agreement, underscore the substantial resources that the landowner(s) have devoted toward the intended development of the subject property. The timely completion of the development is further incentivized by the Agreement's ten-year term.

(6) *The development agreement shall promote the general welfare by balancing public and private interests.* The Agreement promotes the general welfare by appropriately balancing public and private interests. Approval of the Agreement, together with the concurrent annexation of the subject property, will enhance the property's market value and facilitate its development for private residential uses. The Agreement simultaneously serves the public interest by ensuring the annexation of the property into the City; enhancing the City's property tax base; providing for a mix of housing types,

including townhomes, in a manner consistent with the City's housing needs and community vision; and providing for the dedication of valuable public park and recreation facilities.

(7) *The project proposed by the development agreement must provide a significant public benefit.* The development of the subject property in accordance with the Agreement will provide a significant public benefit by ensuring the annexation of the property into the City; enhancing the City's property tax base; providing for a mix of housing types, including townhomes, in a manner consistent with the City's housing needs and community vision; and providing for the dedication of valuable public park and recreation facilities.

Section 3. Recording. Pursuant to RCW 36.70B.190, upon execution the Agreement shall be promptly recorded with the real property records of the Snohomish County recording division.

Section 4. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor, this 10<sup>th</sup> day of June 2025.

Resolution No. 2025-015  
Approved: 06/10/2025  
Effective: 06/10/2025

CITY OF MONROE, WASHINGTON



---

Geoffrey Thomas, Mayor

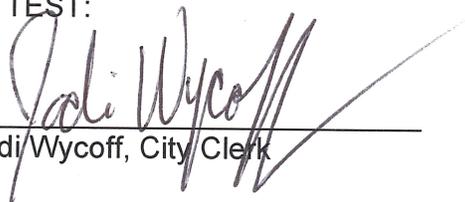
APPROVED AS TO FORM:



---

J. Zachary Lell, City Attorney

ATTEST:



---

Jodi Wycoff, City Clerk

**EXHIBIT A**  
**City of Monroe Resolution 2025-015**

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

**THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”)** is made by and between the City of Monroe (“**City**”), a Washington municipal corporation, and JM1 Holdings, LLC, a Washington limited liability company, Doug & Louise Connelly, Matt Larson, and Rodney J. Nissen collectively (each an “**Owner**” and collectively the “**Owners**”) and is effective upon the signature of all parties (“**Effective Date**”). The City and the Owners are collectively referred to as the “**Parties**” and each individually as a “**Party**.” All referenced Exhibits are incorporated herein.

**RECITALS**

A. WHEREAS, the Owners are parties to a petition for annexation to the City pursuant to the direct petition method of annexation authorized by RCW 35A.14.120 et seq. (the “**Monroe 30 Annexation**” or the “**Annexation**”) representing at least 60% of the assessed valuation within the Annexation area, a copy of which petition and the Annexation boundary are attached hereto as Exhibit A (the “**Petition**”); and

B. WHEREAS, the Monroe 30 Annexation area is comprised of approximately 29.89 acres of real property located in unincorporated Snohomish County, and includes Snohomish County Tax Parcel Nos. 28062600401700, 28062600401300, 28062600400700, 28062600400500, 28062600401100, 28062600400900, 01038000099900, 28062600400100, 28062600401200, and 28062600401202 (collectively, the “**Property**”); and

C. WHEREAS, separate from the Property, the Owner of JM1 Holdings, LLC additionally owns Snohomish County Tax Parcel 01038000099700, comprised of 1.65 acres in unincorporated Snohomish County, that is not part of the Monroe 30 Annexation, but which parcel Owner has offered to dedicate to the City in addition to the minimum park dedication required by Section 5 of this Agreement (“**Additional Dedication Parcel**”); and

D. WHEREAS, the City desires to ensure that the Monroe 30 Annexation provides certain public benefits to the City, including without limitation a mix of housing types as shown on the Conceptual Site Plan, (attached hereto as Exhibit D and addressed in Section 3 of this Agreement) to help the City address its middle housing needs, and the future public dedication of an approximately four (4) acre parcel for future park development and use in accordance with the City’s Parks, Recreation and Open Space Plan (the “**PROS Plan**”) as adopted on February 22, 2022; and

E. WHEREAS, cities are permitted to enter into pre-annexation agreements and development agreements by applicable state law, including without limitation RCW 36.70B.170 through 36.70B.210. Such agreements provide the Parties certainty and predictability as to what standards will govern future development and use of the property subject thereto. The Parties agree that this Agreement is a collaboration that will provide mutual benefit for the Parties and the citizens of Monroe; and

F. WHEREAS, the Parties mutually acknowledge that the decision to approve, deny, and/or condition the Monroe 30 Annexation proposal is a wholly discretionary legislative act that lies within the exclusive authority of the Monroe City Council, and that the mutual execution of

this Agreement, specifically including without limitation the “Mix of Housing and Density” and “Park Dedication” provisions hereof, is an express inducement of the City Council’s decision to approve the Monroe 30 Annexation, without which inducement the City Council would deny the same; and

G. WHEREAS, by executing this Agreement, the Parties intend to set forth common goals, mutual understandings, and binding terms and conditions as they relate to the Annexation, the development review process, and the future development of the Property.

## AGREEMENT

PURSUANT TO Monroe Municipal Code (MMC) Chapter 22.70 and RCW 36.70B.170 et seq., and in consideration of, and subject to, the mutual promises, benefits, and obligations set forth herein, the City and the Owners hereby enter into this Pre-Annexation and Development Agreement and agree to be bound by its terms.

1. **Property Governed by This Agreement.** The Property governed by this Agreement, exclusive of public rights-of-way existing as of the Effective Date, consists of approximately thirty-one point five four (31.54) acres, the parcel numbers and legal descriptions of which are set forth in Exhibit B. The Property is also depicted on the map attached as Exhibit C.

2. **Relationship Between Annexation Area and Property.** For purposes of this Agreement, the Property and the Monroe 30 Annexation area are one and the same.

3. **Conceptual Site Plan.** The conceptual site plan (“**Conceptual Site Plan**”) (Exhibit D) is intended to be a general guide to the future development of the Property and may be refined by the Owners consistent with this Agreement. The buildings, roadway alignments and site improvements depicted on the Conceptual Site Plan represent the intended layout, housing mix, uses, and the projected overall scope of development for purposes of illustration and analysis.

3.1 **Changes to Conceptual Site Plan.** The Parties recognize that the Owners may, consistent with this Agreement, change aspects of the Conceptual Site Plan to accommodate market demand and/or to better situate the buildings upon the Property. Changes to density, lot sizes, setbacks, or the orientation of buildings and infrastructure, shall not be deemed to vitiate any of the vested rights set forth in Section 6 provided that such changes are otherwise consistent with this Agreement

4. **Mix of Housing and Density.** The City recently completed its periodic update to its Growth Management Act (GMA) Comprehensive Plan, but has not adopted new, permanent development regulations to fully address new state requirements for middle housing. Because the City desires that development of the Property include housing types other than traditional single-family detached homes, the City adopted Ordinance No. 002/2025, establishing interim development regulations for townhomes in the R-7 zone that are now codified in Chapter 22.16 MMC and Chapter 22.42 MMC.

4.1 **Housing Mix.** The Parties’ mutual intent and expectation is that the Property will be developed with a mix of housing types, with at least twenty

percent (20%) of the gross number of total housing units within the Property consisting of townhouses, as defined in Chapter 22.12 MMC.

- 4.2 Owner Obligation.** Without limitation of the foregoing, the first individual project application submitted for subdivision and/or other development for any portion of the Property shall include a number of townhouses that is not less than seventy percent (70%) of the total number of townhouses shown in the Conceptual Site Plan.

**5. Park Dedication.** The City's PROS Plan has identified the future need for a four (4) acre park in the northwest portion of the City's unincorporated urban growth area (UGA). The City and the Owners agree that the development of the Property shall include the permanent dedication to the City of a public park ("**Park**") in accordance with this section. The Park shall be a minimum of four (4) total acres in size, shall be either contiguous or comprised of no more than two separate tracts located no further than one hundred (100) feet apart, shall be generally located within the area shown on the Conceptual Site Plan, and shall be subject to the following conditions:

- 5.1** Dedication of the Park shall be a condition of approval for the preliminary plat of the first subdivision or other project permit, as defined by Chapter 36.70B RCW, applied for with respect to any portion of the Property. Such dedication shall be effectuated concurrently with approval and recordation of the final plat; provided, that if the first project permit applied for does not involve a subdivision, dedication of the Park shall be effectuated concurrently with the City's issuance of such project permit.

- 5.1.1** Separate from and in addition to the Park dedication required above, JM1 Holdings, LLC further agrees to voluntarily dedicate the Additional Dedication Parcel to the City. The decision whether to accept such dedication shall be at the City's sole discretion. The City shall notify JM1 Holdings, LLC in writing of the City's decision whether to accept the Additional Dedication Parcel no later than the effectuation date for the Park dedication as provided in Section 5.1 above. Conveyance of the Additional Dedication Parcel shall occur within thirty (30) days of JM1 Holdings, LLC's receipt of notification of the City's decision to accept such dedication, and shall be in the form of a Statutory Warranty Deed. Notwithstanding, JM1 Holdings, LLC will be deemed to have met its obligation under this Section 5.1.1 by offering the Additional Dedication Parcel to the City, and the City's decision to accept is not material hereto, except in so far as JM1 Holdings, LLC must complete the conveyance if the City does accept. If the City declines to accept the Additional Dedication Parcel, JM1 Holdings, LLC shall have no obligation to procure or otherwise offer to dedicate a replacement parcel, and such decision shall have no impact on the terms of this Agreement or consideration for approval thereof, nor for approval of applications/permits related to the Property.

- 5.2** Up to two (2.0) acres of the Park may contain critical areas, as defined by Chapter 22.12 MMC, which portion shall be suitable for passive recreation,

including without limitation open space and trails. The remaining portion of the Park shall not contain critical areas and/or critical area buffers and shall be suitable for future development and use for active recreation, including without limitation ballfields and play areas.

- 5.3 Subject to City approval, which shall not be unreasonably withheld, the Owners may at their sole expense construct and install stormwater facilities to serve the development of the Property on or within a portion of the Park. Such stormwater facilities may include, without limitation, covered storm vaults that would support active recreation, and/or the disbursement or discharge of stormwater into passive recreation features of the Park, including the outer perimeter of critical areas buffers, if any. Any such stormwater facilities shall be designed, constructed, and installed in compliance with applicable City standards, including without limitation the City of Monroe Public Works Design, Construction, and Operations Standards adopted pursuant to Chapter 23.10 MMC, and shall be dedicated and conveyed to the City following installation.
- 5.4 To the extent allowed by applicable regulations, the dedication of the land and improvements for the Park shall count towards the open space requirement for development of the Property, if any, and shall likewise be considered in the City's review of such development under the State Environmental Policy Act, Chapter 43.21C RCW and Chapter 22.78 MMC (SEPA).
- 5.5 The value of the dedicated land and any associated recreational improvements for the Park will be credited against the future development's park impact fees, in the manner and to extent allowed under Chapter 3.52 MMC.
- 5.6 The Park shall be located with frontage on an existing or future right-of-way.
- 5.7 The Park shall be dedicated to the City with a clear title, save for easements necessary to serve the future development of the Property as discussed herein (i.e., stormwater, etc.).

6. **Vested Rights.** Pursuant to Chapter 22.70 MMC and RCW 36.70B.170 - .180, the development and/or use of the Property, including without limitation any preliminary plat application(s) or other project permit applications, shall be governed by the MMC development regulations in effect on the Effective Date. The vesting provisions of this section shall govern any fully complete development applications for the Property submitted to the City following the Effective Date and prior to the expiration of the Term of this Agreement ("**Build-Out Period**"). Provided, that the vesting provisions of this section shall not apply to the following:

- 6.1 The regulations codified at Chapter 15.04 MMC, inclusive of any future amendments thereto, and including without limitation the following international and/or uniform codes, which shall apply to any future development of the Property in the manner and within the timeframes established by the MMC and state law:

- a. International Energy Conservation Code
  - b. International Building Code
  - c. International Existing Building Code
  - d. International Residential Code
  - e. International Mechanical Code
  - f. International Fuel Gas Code
  - g. International Fire Code
  - h. Uniform Plumbing Code
  - i. International Property Maintenance Code
  - j. International Swimming Pool and Spa Code
  - k. State Building Code, Chapter 19.27 RCW
- 6.2** The storm water maintenance regulations codified at Chapter 15.02 MMC, inclusive of any future amendments thereto.
- 6.3** The processing and permit review procedures codified at Title 22 MMC, inclusive of any future amendments thereto, and including without limitation Chapter 22.84 MMC.
- 6.4** Fees, charges and assessments, including without limitation application fees, permit fees, transportation impact fees, park impact fees, school impact fees, and utility connection charges, and any other applicable fee or charge set forth in the City's adopted Fee Resolution.
- 6.5** Any regulation, standard, or requirement for which vesting is prohibited by applicable state or federal law.
- 6.6** Any regulation, standard, or requirement the application of which is necessary to address a serious threat to public health and safety.

Provided further, should the City adopt new development regulations (whether requested by the Owners or not) that amend, replace, supplement, or otherwise modify the regulations to which the Property is vested under this Agreement, the Owners may request the City to apply some or all such new regulations to the Property. Any decision to approve such request shall require an amendment of this Agreement executed by all Parties. Any such amendment may be approved or denied on the City's behalf by the City's Community Development Director, who may in the Director's sole discretion consult with the Monroe City Council prior to issuing such approval or denial.

**7. Regulatory Authority Reserved.** Except to the extent expressly provided in this Agreement, nothing herein shall be construed as waiving, limiting or otherwise abridging the City of Monroe's regulatory power and/or the legislative discretion of the Monroe City Council, which

are hereby expressly reserved in full. Without limitation of the foregoing, it is expressly understood and acknowledged by the Parties that any project permit application to develop any portion of the Property shall be reviewed, and may be approved, denied, and/or conditioned, by the City in the ordinary course, including pursuant to SEPA, as applicable.

8. **Term.** The Term of this Agreement (“**Term**”) shall be ten (10) years, measured from the Effective Date, and shall be coextensive with the Buildout Period.

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

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

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

12. **Dispute Resolution.** In the event of any disagreement or dispute as to interpretation or application of any terms or conditions of this Agreement, designated officials with authority to resolve the matter from the Owners, or Owner, as applicable, and City shall meet in person or by virtual means within ten (10) business days after request from any Party for the purpose of attempting, in good faith, to resolve the disagreement or dispute. The meeting may, by mutual agreement be continued to a further date certain in order to include any other necessary agencies with authority over the dispute or disagreement, to obtain additional information, or to engage the services of an agreed-upon mediator, the cost of which shall be borne equally by the City and Owner(s). In the event this dispute resolution is unsuccessful, any Party may proceed with an action in law or equity brought before the Superior Court of the State of Washington, Snohomish County. Provided, that the foregoing provisions of this section shall not apply to, or otherwise be construed as limiting or abridging, the City’s code enforcement and/or nuisance abatement authority as set forth at Chapter 1.04 MMC and Chapter 6.04 MMC, respectively.

13. **Specific Performance.** During the Term of this Agreement, the Parties specifically agree that damages are not an adequate or appropriate remedy for breach of this Agreement, and that no Party shall be entitled to an award of damages or any other monetary compensation whatsoever in any action for breach or default hereunder. The Parties shall instead be entitled to specific performance of all terms of this Agreement by any Party in default hereof. No Party shall be in default under this Agreement unless it has failed to perform following written notice of default from the other Party or Parties, as applicable. Notice of default shall allow the defaulting Party thirty (30) days to cure or commence cure where thirty (30) days is insufficient for a complete cure. Each notice of default shall specify the nature of the alleged fault and the manner in which the default may be cured satisfactorily. A Party not in default under this

Agreement shall have all applicable rights and remedies provided by law or equity unless otherwise provided herein. Notwithstanding the provisions of this section, the City may in its discretion and without limitation exercise its rights to pursue code enforcement pursuant to Chapter 1.04 MMC, nuisance abatement authority pursuant to Chapter 6.04 MMC, issuance of stop work orders, and/or injunctions at any time in the ordinary course. Nothing herein will operate to prevent any Party from taking legal action regarding noncompliance that threatens public health, safety or welfare prior to the expiration of the thirty (30) day cure period following notice of default. No such action or proceeding will operate to automatically terminate this Agreement, nor shall it release either Party from any promise or obligation herein nor shall it release any Party from any liability or obligation with respect to any breach of this Agreement occurring prior to the commencement of any legal action by a Party.

**14. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington, notwithstanding any conflicts of law provisions. Venue will be in Snohomish County.

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

**CITY OF MONROE**

Attention: Lance Bailey  
Community Development Director  
14841 179th Ave SE, Suite 320  
Monroe, WA 98272

And to its Attorney:

City of Monroe City Attorney  
Attn: J. Zachary Lell  
Ogden Murphy Wallace PLLC  
Seattle, WA 98104-7045  
zlell@omwlaw.com

**Rodney J. Nissen**

12425 175<sup>th</sup> Ave SE  
Snohomish, WA 98290

**Matt Larson**

12517 175<sup>th</sup> Ave SE  
Snohomish, WA 98290-8624

**JM1 Holdings, LLC**

Attention:  
Tim Kaintz, Member  
10515 20<sup>th</sup> ST SE, Ste 202  
Lake Stevens, WA 98258

And to its Attorney:

Dean Williams  
Gordon Thomas Honeywell, LLP  
1201 Pacific Avenue, Suite 2100  
Tacoma, WA 98402  
DWilliams@gth-law.com

**Doug & Louise Connelly**

8092 Comox Rd  
Blaine, WA 98230

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

16. **Attorneys' Fees.** If any Party institutes litigation against another Party to enforce any provision of this Agreement or to redress any breach thereof, the substantially prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such litigation.

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

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

19. **Exhibits.** This Agreement includes the following Exhibits:

- Exhibit A: Annexation Petition
- Exhibit B: Property Parcel Numbers and Legal Descriptions
- Exhibit C: Property Map
- Exhibit D: Conceptual Site Plan

20. **Integration; Future Agreements.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Nothing herein shall restrict the City and the Owners from agreeing to amend this Agreement or enter into one or more additional Agreements relating to the Property provided that this Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects relating to the development of the Property. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

21. **Voluntary Commitments; Waiver.** The Owners expressly acknowledge that the dedication and conveyance of the Park and the Additional Dedication Parcel and any improvements associated therewith pursuant to Section 5 of this Agreement are provided by the Owners freely and voluntarily. Without limitation of the foregoing, the Owners, and each of them, expressly waive as against and release the City, its officials and employees from any and all claims, suits and causes of action (collectively, "Claims") related to such dedication and conveyance, specifically including any Claims alleging liability for unconstitutional takings, substantive due process, procedural due process, and/or violations of Chapter 82.02 RCW.

22. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third-party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between the Parties.

23. **No Third-Party Beneficiary.** This Agreement is intended for the exclusive benefit of the signatory Parties hereto and their designated successors and assigns, and may only be enforced by the same. However, in the event Owners transfer property to a third party, Owners shall notify the City of said transfer and the City shall not object thereto absent good cause. Any transferee of ownership shall have the equivalent rights as Owners under this Agreement.

24. **Recording.** Within five (5) days of mutual execution by the Parties, this Agreement shall be recorded against the title of the Property by and at the expense of the Owners.



SIGNATURES CONTINUED FROM PREVIOUS PAGE

JM1 HOLDINGS, LLC, a State of Washington limited liability company

By:   
Tim Kaintz, Its Manager

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that TIM KAINZ 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 Manager of JM1 HOLDINGS, LLC, a State of Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 06/19/2025



Printed: Amanda H. McMullen  
NOTARY PUBLIC in and for State of Washington  
My commission expires: 03/15/2029



SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

Louise Connelly, by Power of Attorney

By: Louise Connelly  
Print:

*Louise Connelly*  
*Douglas W. Connelly,*  
*by Louise Connelly*  
*POA*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Louise Connelly and Louise Connelly POA for Douglas is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 06/19/2025



*Amanda H. McMullen*  
Printed: Amanda H. McMullen  
NOTARY PUBLIC in and for State of Washington  
My commission expires: 03/15/2029

SIGNATURES CONTINUE ON FOLLOWING PAGE

SIGNATURES CONTINUED FROM PREVIOUS PAGE

Matt Larson, an individual

By:   
Matt Larson

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

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

DATED: 06/20/2025



Printed: Amanda H. McMullen  
NOTARY PUBLIC in and for State of Washington  
My commission expires: 03/15/2029





**EXHIBIT A**  
**ANNEXATION PETITION**

**AFFADAVIT OF AUTHORITY TO SIGN ANNEXATION PETITION**

STATE OF WASHINGTON  
(NAME OF STATE)

COUNTY OF SNOHOMISH  
(NAME OF COUNTY)

I, **TIM KAINZ**, having been being first duly sworn by the undersigned Notary Public, affirms that I am a member of **JM1 Holdings LLC**, a *limited liability company* organized under the laws of Washington State, which entity's principal office is located at: **10515 20<sup>th</sup> ST SE, Ste 202, Lake Stevens, WA 98258, UNITED STATES**, and I have authorization to execute deeds and encumbrances, including annexation petitions on behalf of said limited liability company.

*Tim Kainz*  
Signature

STATE OF WASHINGTON  
(NAME OF STATE)

COUNTY OF SNOHOMISH  
(NAME OF COUNTY)

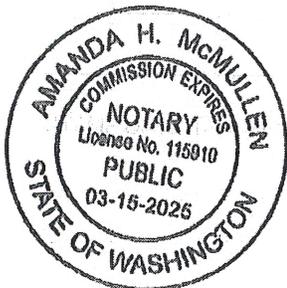
I certify that I know or have satisfactory evidence that Tim Kainz is the person  
(Name of Person Signing Affidavit)

who appeared before me, and said person acknowledged that (he/she) signed this instrument after being administered an oath, stating that (he/she) is authorized to execute the instrument as the

Member of JM1 Holdings, LLC, to be the free and voluntary  
(Title) (Name of Entity)

act of such party for the uses and purposes mentioned in the instrument.

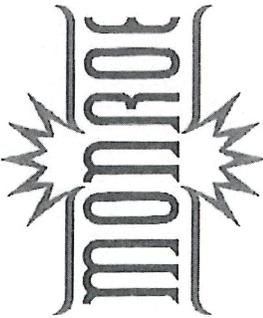
Dated: 05/29/2024



Printed Name: Amanda H. McMullen

Signature: *A.H. McMullen*

My Commission Expires: 03/15/2025



W A S H I N G T O N

# CITY OF MONROE COMMUNITY DEVELOPMENT PERMIT DIVISION

806 WEST MAIN STREET | MONROE, WA 98272  
City Hall 360.794.7400 | [www.monroewa.gov](http://www.monroewa.gov)

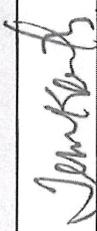
## NOTICE OF INTENTION TO COMMENCE ANNEXATION 60% Petition Signatures

### DECLARATION:

- We, the undersigned, are owners of real property lying outside of the corporate limits of the City of Monroe, Washington, but contiguous thereto and designated as part of the Monroe Urban Growth Area. A legal description and map of this area are attached to this notice.
- We, the undersigned, who together, are the owners of not less than 60% of the total assessed valuation of the properties described herein, do hereby petition that such property(ies) be annexed to the City of Monroe under RCW 35A.14.120. The Monroe City Council held a public meeting on Mar. 26, 2024 and passed Resolution # 2024-007 to accept a notice of intention to commence annexation by a 7-0 vote and subject to the following conditions:
  1. The City accepts the 10% petition to annex to the City of Monroe for further evaluation in accordance with City and State law with the proposed annexation boundary as shown on Exhibit A, attached hereto;
  2. City staff is directed to provide additional information regarding the proposed annexation, including an evaluation of service impacts of the proposed annexation; and
  3. If the annexation is approved, the City will require simultaneous adoption of the comprehensive plan and zoning and development regulations consistent with Monroe Comprehensive Plan and require the annexed area to assume all of the City's indebtedness.

Annexation Proposal Contact Person: David Toyer (Toyer Strategic) Phone Number: 425-322-5226

Mailing Address: 10519 20th St SE, Suite 3, Lake Stevens, WA 98258

PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1 28062600401300	JM1 Holdings, LLC	12611 175th Ave SE, Snohomish, WA 98290-8624		4-2-24
2 01038000099900	JM1 Holdings, LLC	Unknown		4-2-24

3	28062600400700	Paul & Ann Colvert	12410 178th Dr SE, Snohomish, WA 98290-8624	<i>Ann M Colvert Paul P. Colvert</i>	4-2-24
4	28062600400500	Paul & Ann Colvert	12611 178th Dr SE, Snohomish, WA 98290-8624	<i>Paul P Colvert Ann M Colvert</i>	4-2-24
5	28062600400100	Doug & Louise Connelly	Unknown	<i>Louise Connelly</i>	4-2-24
6	28062600400900	Doug & Louise Connelly	Unknown	<i>Doug Connelly Dept. P.O.A. Louise Connelly</i>	4-2-24
7	28062600401100	Doug & Louise Connelly	Unknown	<i>Doug Connelly K. Colvert Louise Connelly</i>	4-2-24
8	28062600401700	Matt Larson	12517 175th Ave SE, Snohomish, WA 98290-8624	<i>Doug Connelly K. Colvert Matt Larson</i>	5-25-24
9	28062600401200	Rodney Nissen	12423 175th Ave SE, Snohomish, WA 98290-8624	<i>Rodney Nissen</i>	5/17/24
10	28062600401202	Rodney Nissen	12423 175th Ave SE, Snohomish, WA 98290-8624	<i>Rodney Nissen</i>	5/17/24

\*Note: If additional space is needed, please obtain and use an additional petition form.

**Authorization:**

Printed names and signatures of all persons having an interest in the described area whose consent is required by virtue of such interest to authorize the filing of this notice are hereto attached.

**WARNING:**

Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

**FOR PLANNING STAFF USE ONLY:**

TOTAL GEOGRAPHIC AREA OF PROPOSED ANNEXATION: 30 Acres      PERCENT OF TOTAL ASSESSED VALUATION BY SIGNATURE: 100

**EXHIBIT B**

**LEGAL DESCRIPTIONS**

Parcel No. 28062600401700

Street Address: 12517 175<sup>th</sup> Ave SE, Snohomish, WA 98290

Legal Description: Snohomish County Tax Parcel # 28062600401700 consisting of approximately 2.51 acres, and legally described as:

SEC 26 TWP 28 RGE 6 QTR SE S 1/2 AS MEAS ALG E & W LNS OF FDP BEG AT SW COR NE1/4 SE1/4 TH N02\*13 53W ALG W LN THOF 902.06FT TO TPB TH CONT N02\*13 53W 451.03FT TO NW COR OF SDSE1/4 TH S89\*08 14E ALG N LN 484.92FT TH S02\*13 53W 451.50FT TH N89\*04 53W 484.95FT TO TPB AKA LOT 2 OF TESTAMENTARY LOT STATUS REC AFN 201308190804

Situate in Snohomish County, State of Washington.

**And:**

Street Address: 12410 178<sup>th</sup> Dr. SE, Snohomish, WA 98290

Legal Description: Snohomish County Tax Parcel # 28062600400700, consisting of approximately 0.98 acres, and legally described as:

SEC 26 TWP 28 RGE 06A PTN NE1/4 SE1/4 DAF - COM NE COR SD NE1/4 SE1/4 TH N89\*08 14W ALG N LN 60.18FT TPB TH CONT N89\*08 14W ALG N LN 340FT TH S02\*13 53E 125FT TH S89\*08 14E 340FT M/L TAP 60.18FT FR ELN SD NE1/4 SE1/4 AS MEAS ALG A BEAR OF N89\*08 14W TH N03\*28 18W PLW E LN SD NE1/4 SE1/4 125FT M/L TPB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: To Be Established.

Legal Description: Snohomish County Tax Parcel # 28062600400500, consisting of approximately 4.68 acres, and legally described as:

SEC 26 TWP 28 RGE 06A PTN OF NE1/4 SE1/4 DAF COM NE COR SD SUB TH N89\*08 14W ALG N LN THOF 60.18FT TO TPB TH CONT N89\*08 14W ALG SD N LN 724.16FT TH S2\*13 53E 338.683FT TH S89\*05 48E731.58FT TH N3\*28 18W PLW E LN SD SUB 339.67FT TO TPB LESS FDP - COM NE COR SD NE1/4 SE1/4 TH N89\*08 14W ALG N LN FOR 60.18FT TPB TH CONT N89\*08 14W ALGN LN 340FT TH S02\*13 53E 125FT TH S89\*08 14E 340FT M/L TAP 60.18FT FR E LN SD NE1/4 SE1/4 AS MEAS ALG A BEAR OF N89\*08 14W TH N03\*28 18W PLW E LN SD NE1/4 SE1/4 SE1/4 125FT M/L TPB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: To Be Established.

Legal Description: Snohomish County Tax Parcel # 28062600400100, consisting of approximately 0.47 acres, and legally described as:

SEC 26 TWP 28 RGE 06RT-22) BEG AT NE COR OF NE1/4 SE1/4 TH N89\*08 14W ALG N LN THOF 60.18FT TH S PLT E LN SD SUB 339.67FT TH S89\*05 48E 60.18FT M/L TO INT E LN SD SUB TH N ALG SD E LN TO POB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: To Be Established.

Legal Description: Snohomish County Tax Parcel # 28062600400900, consisting of approximately 6.2 acres, and legally described as:

SEC 26 TWP 28 RGE 06PTN NE1/4 SE1/4 DAF BEG NE COR SE1/4 TH S03\*28 18E ALG E LN THOF 339.71FT TPB TH CONT S03\*28 18E ALG SD E LN 339.71FT TH N89\*03 13W 799.12FT TH N02\*13 53W 338.63FT THS89\*05 48E 791.73FT TPB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: To Be Established.

Legal Description: Snohomish County Tax Parcel # 28062600401100, consisting of approximately 6.28 acres, and legally described as:

SEC 26 TWP 28 RGE 06BEG AT NE COR SE1/4 TH S03\*28 18E ALG E LN 679.42FT TO TPB TH S03\*28 18E ALG E LN THOF 339.71FT TH N89\*00 38W 806.52FT TH N02\*13 53W 338.62FT TH S89\*03 13E 799.12FT TO TPB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: 12611 175<sup>th</sup> Ave SE, Snohomish, WA 98290-8624

Legal Description: Snohomish County Tax Parcel # 28062600401300, consisting of approximately 5.03 acres, and legally described as:

SEC 26 TWP 28 RGE 06BEG SW COR NE1/4 SE1/4 TH N02\*13 53W ALG W LN 451.03FT TPB TH CONT N02\*13 53WALG W LN 451.03FT TH S89\*04 53E 484.95FTTH S02\*13 53E 451.51FT TH N89\*01 28W 484.97FT TPB

Situate in Snohomish County, State of Washington.

**And:**

Street Address: To Be Established.

Legal Description: Snohomish County Tax Parcel # 01038000099900, consisting of approximately 1.23 acres, and legally described as:

Section 26 Township 28 Range 6 Quarter SE - ROOSEVELT RIDGE - BLK 000 - D-00 -TR 999 PER PLAT ALTERATION REC AFN 200904025210

Situate in Snohomish County, State of Washington.

**And:**

Street Address: 12425 175<sup>th</sup> Ave SE, Snohomish, WA 98290.

Legal Description: Snohomish County Tax Parcels # 28062600401200 and 28062600401202, consisting of approximately 2.51 acres, and legally described as:

Parcel No. 28062600401200

Section 26 Township 28 Range 06 Quarter SE SEG'D FOR TAX PURPOSES ONLY 1.0 AC & ALLOWED BLDG FOR S/C EX ON THE FDP: N1/2 AS MEAS ALG E & W LNS OF FDP BEG AT SW COR NE1/4 SE1/4 TH N02\*13 53W ALGW LN THOF 902.06FT TO TPB TH CONT N02\*13 53W 451.03FT TO NW COR OF SD SE1/4 TH S89\*08 14E ALG N LN 484.92FT TH S02\*13 53W 451.50FT TH N89\*04 53W 484.95FT TO TPB AKA LOT 1 OF TESTAMENTARY LOT STATUS REC AFN 201308190805 REFER TO 28062600401202 FOR REMAINDER

Situate in Snohomish County, State of Washington.

Parcel No. 28062600401202

Section 26 Township 28 Range 06 Quarter SE SEG'D FOR TAX PURPOSES ONLY N1/2 AS MEAS ALG E & W LNS OF FDP BEG AT SW COR NE1/4 SE1/4 TH N02\*13 53W ALG W LN THOF 902.06FT TO TPB TH CONT N02\*13 53W451.03FT TO NW COR OF SD SE1/4 TH S89\*08 14E ALG N LN 484.92FT TH S02\*13 53W 451.50FT TH N89\*04 53W 484.95FT TO TPB AKA LOT 1 OF TESTAMENTARY LOT STATUS REC AFN 201308190805 EXC 1.0 AC & ALLOWEDBLDG FOR S/C EX ON 28062600401200

Situate in Snohomish County, State of Washington.

**EXHIBIT C**  
**PROPERTY MAP**

