

MITIGATION AGREEMENT
FOR LAND DEVELOPMENT IMPACTS
TO STATE TRANSPORTATION FACILITIES

This Agreement is made this ____ day of _____, 200____, by and between the Washington State Department of Transportation (“WSDOT”) and _____ and its heirs, successors and assigns (“DEVELOPER”).

WHEREAS, WSDOT has the authority to perform all duties necessary for the planning, locating, designing, constructing, improving, repairing, operating and maintaining of State highways, bridges and other structures pursuant to Title 47 RCW and rules promulgated thereunder, Title 468 WAC; and

WHEREAS, WSDOT is required to identify significant adverse environmental impacts of new development on the State’s transportation system and to provide for the mitigation of those land development impacts pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; and

WHEREAS, WSDOT has the authority pursuant to Title 47 RCW, Title 468 WAC, and Chapter 43.21C RCW to require DEVELOPER to mitigate its land development impacts to the State’s transportation system as long as the required mitigation measures are reasonably related and proportional to said impacts; and

WHEREAS, DEVELOPER intends to develop the property (hereinafter called the “DEVELOPMENT”) with (describe DEVELOPMENT and provide address) _____

_____ reviewed under [_____] (hereinafter called the [_____]) File Number _____; and

WHEREAS, DEVELOPER’S development has a significant adverse impact on the State’s transportation system and such impact must be mitigated as part of the DEVELOPMENT plan,

NOW, THEREFORE, in accordance with the above-cited laws and the policies enacted thereunder, and in consideration of the terms and conditions contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to provide a mechanism by which the DEVELOPER agrees to mitigate the traffic impacts to the State highway transportation system caused by its DEVELOPMENT. DEVELOPER agrees that the mitigation measures contained in this Agreement are proportional and reasonably related to the impacts caused by its DEVELOPMENT. Based upon DEVELOPER’s promise to fully comply with the terms of this Agreement, WSDOT shall permit, where appropriate, or shall not oppose the [_____]’s grant of the DEVELOPER’s DEVELOPMENT application .

II. MITIGATION MEASURERS

1. Mitigation of Development Impacts on State Transportation Facilities

WSDOT has identified, pursuant to DEVELOPER’s Traffic Impact Study, the DEVELOPMENT’s traffic impacts to the State’s transportation facilities that are reasonably related and proportional to the DEVELOPMENT and which require capacity mitigation improvements necessary to support DEVELOPER’s new DEVELOPMENT.

1.A. If DEVELOPMENT abuts a State highway facility, the WSDOT requires Developer Traffic Mitigation Measures as follows:

(1) Construct Frontage Improvements. Describe Improvements:

_____ and/or,

Pay the lump sum estimated cost of constructing the frontage improvements. Enter the estimated Cost \$ _____ and/or,

(2) Construct off-site highway improvements to mitigate LOS deficiencies and impacts on HAL locations (e.g., signalization and turn pockets).

Describe Improvements: _____ and/or,

Pay the lump sum estimated cost of constructing the off-site improvements. Enter the estimated Cost \$ _____ and/or,

(3) Dedication/Donation of property for right of way use: Describe Property:

Enter the estimated value \$ _____ and/or,

(Note: The value of property dedications/donations shall be based upon comparable sales consistent with the values used by the WSDOT to estimate the right of way costs for the projects included in **Exhibit C**. As an alternative, the value of property dedications/donations may be based upon an approved appraisal that is no more than two years old and which has been performed by a qualified appraiser licensed in the State of Washington.)

(4) Pay the traffic mitigation payment per Average Daily Trip (ADT)

(Note: The calculation of this payment is set forth below).

Enter the Cost \$ _____.

1.B. If DEVELOPMENT does not abut a State highway facility, the WSDOT requires the Developer Traffic Mitigation Measures as follows:

(1) Construct off-site highway improvements to mitigate LOS deficiencies and impacts on HAL locations (e.g., signalization and turn pockets). Describe Improvements: _____

_____ and/or

Pay the lump sum estimated cost of constructing the frontage improvements. Enter the estimated Cost \$ _____ and/or,

(2) Pay the traffic mitigation payment per Average Daily Trip (ADT) (Note: the calculation of this payment is set forth below).

Enter Cost \$ _____.

NOTE: If DEVELOPER elects to construct improvement, DEVELOPER and WSDOT shall enter into a second agreement (Developer Agreement: Construction by Developer) that will provide for plans, specifications, actual construction and inspection of the improvements.

The Developer’s traffic mitigation per ADT payment is calculated as follows:

WSDOT Programmed Projects (list all that apply)	ADTs Impacting Projects		Traffic Mitigation Payment
1.		\$	\$
2.		\$	\$
3.		\$	\$
		Total	\$

III. CREDITS

Where the value of the DEVELOPER-constructed mitigation improvements required and/or the value of the property to be dedicated/donated to the WSDOT is part of the costs of a WSDOT programmed capacity project, DEVELOPER shall only receive credit against its traffic mitigation payment for DEVELOPER-constructed improvement or property as follows:

Value of Frontage Improvements	\$ _____ (1)
Value of off-site Highway Improvements	\$ _____ (2)
Value of Dedicated/Donated Property	\$ _____ (3)
Total Credits	\$ _____ (4)

IV. SUMMARY

Traffic Mitigation Payment Total Due	\$ _____ (5)
Total Credits (Line 4 above)	\$ _____ (6)
Net Amount of Traffic Mitigation Payment due (Line 5–Line 6)	\$ _____ (7)

(If Line 6 > Line 5, then Line 7 = 0)

The DEVELOPER agrees to a voluntary payment in lieu of construction to mitigate impacts of the DEVELOPMENT on WSDOT facilities equal to (Line 7 above): \$ _____

The traffic mitigation payment agreed to herein shall be paid prior to the granting of any building permit unless the DEVELOPMENT is a subdivision or short subdivision, in which case payment is required prior to recording of the subdivision plat or short subdivision plat; Provided, that where no building permit will be associated with a special use permit, then payment is required as a precondition to approval. In the alternative, traffic mitigation payments may be due as specified by the [_____].

Any portion of the traffic mitigation payments made pursuant to this Agreement and directly paid to the WSDOT shall be refunded to the DEVELOPER in the event that the WSDOT does not utilize any or all of the funds within five (5) years of the date of payment.

Developer Agreement Mitigation Form

The WSDOT agrees that the mitigation measures as detailed in this Agreement will constitute DEVELOPER compliance with its obligation to mitigate its DEVELOPMENT's traffic impacts to the State highway system.

Washington State Department
of Transportation (WSDOT)

DEVELOPER

Name:

Name:

Title:

Title:

Company: _____

Dated this _____ day of _____ 200__

Dated this _____ day of _____ 200__

Pre-approved as to form, April 1,
2003 by Ann E. Salay, AAG:

Any material modification requires
Additional approval of the Office of
the Attorney General

Acknowledgment -- Individual

STATE OF WASHINGTON)

)ss

COUNTY/CITY OF _____)

This is to certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/
she/they) is/are the person(s) who signed this instrument, and is/are authorized to execute
this instrument, as the _____ of _____,
and (he/she/they) acknowledged it to be (his/her/their) free and voluntary act for the uses
and purposes mentioned within the instrument.

Dated: _____

NOTARY PUBLIC in and for the State
of Washington residing at _____

My appointment expires _____

Acknowledgment - Corporation/Partnership

STATE OF WASHINGTON)

)ss

COUNTY/CITY OF _____)

I certify that I know or have satisfactory evidence that _____
igned this instrument, on oath stated that he/she was authorized to execute the instrument
and acknowledged it as the _____ of _____
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: _____

NOTARY PUBLIC in and for the State of
Washington residing at _____

My appointment expires _____

