VOLUNTARY SETTLEMENT AGREEMENT TO MITIGATE IMPACTS TO STATE FACILITIES

PARTIES

_________________ (hereinafter referred to as “the Developer”)  

_________________  

Tel. _____________  

and  

Washington State Department of Transportation (hereinafter referred to as “the State”)  

SUBJECT DEVELOPMENT

____________________ - ________________________________________________ ,  

City of _______________ File No. ________________  

WHEREAS, the Developer proposed the construction of the above-described “Subject Development”; and,

WHEREAS, certain reports and other documents have been prepared by or on behalf of the Developer identifying certain impacts to the highway facilities of the State if the Subject Development were to be constructed; and,

WHEREAS, Developer and the State agree that identified traffic impacts arising from the construction of the Subject Development will have significant adverse environmental impacts on State highway facilities if these impacts are left unmitigated; and,

WHEREAS, the Developer and the State recognize the State’s authority under RCW 43.21C.075 (State Environmental Policy Act) to appeal or otherwise challenge the determinations of local government pertaining to the non-significance of developments which in fact have unmitigated impacts upon the state highway facilities; and,

WHEREAS, the Developer and the State desire to mitigate impacts to the State highway facilities identified in various reports concerning the Subject Development by the Developer contributing the sum of money indicated below, which the Developer and the State agree is Developer’s pro rata share of contribution to projects which would mitigate
impacts to the State highway facilities caused by the Subject Development, and the cumulative effect of the Subject Development with other developments.

NOW, THEREFORE, the Developer and the State hereby agree to do the following:

**DEVELOPER’S RESPONSIBILITIES**

1. The Developer has been offered the option of constructing improvements to State highway facilities to mitigate the identified impacts thereto, and has elected to pay a pro-rata share of the cost of the mitigation in lieu of constructing the improvements. This development impacts SR _____ corridor with _____ Average Daily Trips (ADT). As indicated in the attached letter of ________, 2000, the Developer’s amount of impact mitigation obligation towards the state’s “_________________________________” project is calculated as follows:

   _____ ADT x $______  =  $_________

2. Prior to the issuance of the building permit for the subject development, the Developer Agrees to pay directly to the State the above mitigation fee of $________ at the following address:

   Attention: Ramin Pazooki  
   Washington State Department of Transportation  
   SnoKing Area Planning Manager, MS 240  
   15700 Dayton Avenue North  
   Seattle, WA  98133

   The check must be payable to “Washington State Department of Transportation”.

3. The Developer agrees that this sum represents Developer’s proportionate share of mitigation costs to mitigate identified impacts caused by the Subject Development.

**STATE’S RESPONSIBILITIES**

Upon receipt of the $__________ payment, the State agrees that impacts to the State’s highway facilities by Developer’s proposed Subject Development are deemed mitigated, and the State hereby waives any right to appeal the approval of this project.

   IT IS AGREED and understood that this agreement shall be a binding and continuing obligation upon Developer and all successors in Title to the property which is the subject of this agreement.
BY THEIR SIGNATURE BELOW, the Developer and the State certify that they have read each and every provision of this Agreement, including the amount of payment, were negotiated, and that this Agreement was entered into voluntarily by the parties.

DEVELOPER

STATE OF WASHINGTON

TRANSPORTATION

OF

DEPARTMENT

Title: _____________________

Title: _____________________

Date: ____________________

Date: ____________________

Federal Tax I.D. No. _____________

OR

Social Security No. _____________

ACKNOWLEDGMENT

STATE OF WASHINGTON )

)ss.

County of )

On this ____ day of ____________, 19___, before me personally appeared ____________________, to me known to be the ______________________ of the Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that ______________________ is authorized to execute said instrument and bind ________ Development Corporation this agreement.

GIVEN under my hand and official seal of the day and year last above written.

__________________________________
(Print Name)

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