

*When Recorded, Return to:*

**City of Bellingham  
James Erb  
Office of the City Attorney  
210 Lottie Street  
Bellingham, WA 98225**

**DEVELOPMENT AGREEMENT BETWEEN  
TALBOT REAL ESTATE, LLC ET AL AND CITY OF BELLINGHAM**

Grantors:	Talbot Real Estate, L.L.C., Talbot Real Estate L.L.C., Haggan Talbot Co. Ltd. Partnership, Barkley Village Partners, L.L.P., Barkley 2200 Building L.L.C., Storage For Rent L.L.C., 3102 Newmarket L.L.C., 1855 Barkley L.L.C., Sunset Land L.L.C., 3111 Newmarket L.L.C., BVR L.L.C., 2219 Building L.L.C., 1835 Barkley L.L.C., Barkley Lifestyle L.L.C., Weatherbyliving L.L.C., 2210 Rimland L.L.C., 3410 Woburn L.L.C., 3111 Woburn L.L.C., Weatherby Living, L.L.C.
Grantee:	City of Bellingham
Legal Description (Abbreviated):	See <b><i>Exhibit F</i></b> attached hereto
Assessor's Tax Parcel ID#	See <b><i>Exhibit F</i></b> attached hereto

**THIS DEVELOPMENT AGREEMENT, as amended or extended**, (the “**Agreement**”) between Talbot Real Estate, L.L.C., a Washington Limited Liability Company, and all affiliated entities identified as Grantors above (“**collectively Talbot**”), and the City of Bellingham (“**City**”), a municipal corporation, is entered and effective as of the last date of signature below.

**RECITALS**

**WHEREAS**, Talbot and the City have been working cooperatively since 2019 to plan for the official adoption of the Barkley Urban Village subarea plan (“**Barkley Village**”) providing for mixed-use urban development with commercial, medical, industrial, multi-family residential, single family residential, public and recreational uses; and

**WHEREAS**, Barkley Village is an approximately 260-acre area that is bounded by Vining Street on the east; Sunset Drive on the north; Illinois Street, Barkley Boulevard, and the

Railroad Trail on the south; and the greenbelts east of Racine Street and St. Paul Street on the west located south of Sunset Ave., illustrated on **Exhibit A** attached; and

**WHEREAS**, Talbot currently owns or manages certain real properties within Barkley Village, including fee simple properties and vacated rights-of-way, individually referred to herein as a "**Talbot Property**" described and depicted in **Exhibit B** attached and incorporated herein by reference. The term Talbot Property or Talbot Properties also includes all property assigned by Talbot to any successor in interest; and

**WHEREAS**, the City and Talbot have negotiated this Agreement to provide predictability and certainty as to the development regulations (defined below), development phasing, State Environmental Policy Act (SEPA) process, flexibility for future development, and impact fee credits related to the development, structure, use, subdivision and/or activity proposed within Barkley Village that includes the Talbot Property (such developments including without limitation subdivisions, building permits are referred to collectively herein as a "**Project**" or "**Projects**"); and

**WHEREAS**, the City and the State of Washington seek to increase housing supply in proximity to goods, services and jobs that would be accessible via multimodal forms of transportation that can be facilitated through the Barkley Village designation with development standards and rights secured through this Agreement; and

**WHEREAS**, the Washington State Legislature has authorized the execution of a development agreement between a local jurisdiction and an entity having ownership or control of real property within its jurisdiction to govern and vest the development use and mitigation of the development of the real property for the duration specified in the Agreement (RCW 36.70B.170(1)); and

**WHEREAS**, the City completed an Environmental Impact Statement for the Barkley Urban Village Project and EIS addendum thereto (collectively referred to herein as the "**EIS**") which evaluated a range of development alternatives and their associated impacts, including a Preferred Alternative for development of Barkley Village, which is reflected in the Barkley Village Planned Action Ordinance (PAO), City Ordinance Number 2025-08-020 ("Barkley Village PAO), the Barkley Village subarea plan, defined below and development regulations; and

**WHEREAS**, SEPA compliance for this Agreement has been achieved through the publication of the Barkley Urban Village FEIS, which contemplated the adoption of a Development Agreement between the City and Talbot and SEPA compliance for site specific projects pursuant to this Agreement to be reviewed under the Barkley Village PAO; and

**WHEREAS**, the City Planning Commission conducted a public hearing and recommended approval of the Barkley Village subarea plan (the "**Subarea Plan**", which has also at times been referred to as a master plan) and development regulations referenced in this Agreement on June 5, 2025; and

**WHEREAS**, pursuant to RCW 36.70B.200, the City Council conducted a public hearing on and a resolution approving this Agreement was adopted on August 11, 2025.

**WHEREAS**, the City has adopted development regulations to implement the Subarea Plan for Barkley Village in effect as of the effective date of this Agreement by Ordinance No. 2025-08-019 which are now codified at **BMC 20.37.600-.680 ("Development Regulations")**; and

**WHEREAS**, contemporaneously with the approval of this Agreement, the PAO, Subarea Plan, and Development Regulations, the City has approved Talbot's application for a street vacation of Rimland Drive and the unimproved eastern portion of Burns Street (See Vacation Right of Way Ordinance No. [REDACTED]); and

**WHEREAS**, the Barkley Village Planned Action Area has historically been subject to a series of Planned Contracts listed in **Exhibit E** hereto (the "Existing Planned Contracts") that are superseded by this Agreement, provided that existing stormwater drainage and stormwater systems serving already designed, and/or permitted future parcels and projects identified in **Exhibit G** attached hereto shall be deemed vested to the rules and regulations applicable at the time of such project application and not subject to new stormwater and/or drainage rules and regulations adopted since that date of application (See Section 9 below); and

**WHEREAS**, Talbot is working with consultants to create an advanced critical areas mitigation plan which is subject to administrative approval by the Planning and Community Development Department, and, if approved, would provide sequenced mitigation for a number of building projects within a defined area that are anticipated to occur during the term of this agreement; and

**WHEREAS**, Talbot is entitled to park impact fee and transportation impact fee credits based on prior park and transportation improvements constructed by Talbot and those credits may be used to offset impact fees for future development projects within Barkley Village, and

**WHEREAS**, this Agreement is a Development Agreement under RCW 36.70B.170 through 36.70B.210 and contains vesting, use, and mitigation provisions in keeping with the statute; and

**NOW THEREFORE**, the parties agree as follows:

## **AGREEMENT**

### **Section 1. Exhibits**

Exhibit A	Barkley Village Boundary	Depicts the entire Barkley Village site.
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Exhibit B	Talbot Properties	Depicts the Talbot Property which is subject to this Agreement.
Exhibit C	Existing Impact Fee Credits	Describes the existing park and transportation impact fee credits available to Talbot
Exhibit D	Transportation Improvements and trigger for requirement [EIS- Table 3-35]	Describes the type and timing of transportation improvements (i.e., triggers) required based on development impact
Exhibit E	List of Existing Planned Contracts	Listing of Existing Planned Contract by City Permit number
Exhibit F	List of County Assessor Tax Parcel Numbers	Listing of tax parcel numbers benefited and burdened by this Agreement
Exhibit G	Map of areas planned to be served by existing stormwater drainage and stormwater systems	Depicts the areas that are to be served by existing stormwater and drainage systems without additional stormwater management and treatment. See Section 9.
Exhibit H	Map of Vacated Right-of-Way and Dedications	Depicts areas of vacated Rights-of-Way and areas dedicated or to be dedicated to the City

## Section 2. Vesting.

During the term of this Agreement, Talbot and any successor in interest of Talbot Property shall have a vested right to develop Talbot Properties in accordance with and to the extent permissible under the applicable development regulations, design standards, and the PAO that are adopted contemporaneously with this Agreement, subject to the specific provisions for stormwater in Section 9 of this Agreement.

Talbot has submitted a critical area permit application under BMC 16.55 for phased buildout approval and an associated advanced mitigation plan for the anticipated impacts to critical areas identified in the EIS. The draft mitigation plan includes a combination of on-site and off-site mitigation. Development of the Talbot Property shall be vested to the provisions of BMC 16.55 as in existence as of the date of this agreement, during the term of this agreement, provided that (1) the City issues a permit decision on the proposed buildout and the advanced (or phased) mitigation plan and (2) the initial phase of mitigation that includes creation, restoration, enhancement or reestablishment for impacts to critical areas begins within three years of the date that the permit is issued or the conclusion of an appeal of the permit, if any.

The vested rights under this Agreement do not include the right to be vested to other statutes, codes, or regulations promulgated by other jurisdictions referenced in the

Development Regulations, and/or the PAO. Provided, however, that pursuant to RCW 36.70B.170(4), the City hereby reserves authority to impose new or different regulations relating to Talbot Properties to the extent required by a serious threat to public health and safety.

### **Section 3. Dedication of Open Space.**

Talbot shall dedicate approximately 40 acres of property located on the eastern portion of the Barkley Urban Village to the City, commonly referred to as the “North 40.” The property to be dedicated is being rezoned from Residential/Industrial to Open Space with the adoption of the subarea plan. Talbot may either dedicate the North 40 property to the City in fee or in the form of a conservation easement, to be approved by the Office of the City Attorney. Talbot shall dedicate the property in fee or in the form of a conservation easement, to be approved by the Office of the City Attorney, no later than 12 months after receiving final agency approval (including city, state, and federal) for the advanced critical areas mitigation plan identified in Section 2 above.

### **Section 4. Newmarket Street Vacation.**

In 2003, the City Council adopted Ordinance 2003-08-050 vacating Newmarket Street, subject to the conditions recommended by the City’s Hearing Examiner in HE-01-PL-064. The Hearing Examiner recommended that the City reserve easements for vehicle and pedestrian access and for public and private utilities within the entire right-of-way. Section 2 of Ordinance 2003-08-050 states: “That said vacation is hereby subject to reservation of rights to the City of Bellingham and all existing holders of easements, whether or not recorded, for all public and private utilities. Any utility to be moved in the future shall be moved at the expense of the petitioner.” The ordinance did not reserve an easement for vehicle and pedestrian access in Newmarket Street. The City and Talbot agree that no such public access easement was or is required.

### **Section 5. SEPA Review and Mitigation Measures.**

Those Projects that are determined to be Planned Actions pursuant to the PAO shall incorporate mitigation measures as designated in the PAO. Projects that are not determined to be a Planned Action following the procedures set forth in the PAO, shall be subject to SEPA review pursuant to BMC 16.20 et seq. whereby additional mitigation measures may be applied.

### **Section 6. Transportation Phasing Plan**

The transportation mitigation phasing plan attached as **Exhibit D** (“Traffic Improvement Phasing Plan”) is incorporated by reference and constitutes a material part of this Agreement. The goal of the Traffic Improvement Phasing Plan is to reduce traffic impacts from each Project below the level of significance based on PM peak-hour trips. Several of the improvements identified in **Exhibit D** address issues that exist under existing conditions rather than issues that arise solely due to the proposed development.

A project specific traffic mitigation plan ("Project Specific Traffic Mitigation Plan") for each building within the Barkley Urban Village cannot be formulated at this stage but will be submitted for review with each building permit and reviewed as part of the Planned Action review process under the PAO. The Project Specific Traffic Mitigation Plan will be based upon the Traffic Improvement Phasing Plan. Whether any specific traffic improvements/mitigation set forth in the Traffic Improvement Phasing Plan will be required for a specific building project will be based upon the "triggers" for traffic mitigation set forth in the Traffic Improvement Phasing Plan. Further, the timing of the construction and implementation of the transportation improvements are set forth in the Traffic Improvement Phasing Plan provided that funding of the improvements may occur via impact fees, developer contribution agreements, by City, or by the developer construction of the improvement with an associated latecomer's agreement.

Further, the Project Specific Traffic Mitigation Plan will include a Transportation Demand Management (TDM) plan consisting of TDM programs and parking strategies, including multi-modal transportation. The specific TDM measures to be included shall be coordinated with and accepted by the City.

If the City has not yet constructed the multimodal transportation infrastructure improvements identified in the Traffic Improvement Phasing Plan, and those improvements mitigate multimodal transportation from areas outside Barkley Village, then Talbot shall only be required to construct or contribute the funds directly or through impact fees for the multimodal transportation infrastructure improvements necessitated by the site specific development as set forth in the Traffic Improvement Phasing Plan.

If Talbot constructs the multimodal transportation infrastructure improvements required for the site-specific development that also serve and/or mitigate multimodal traffic from areas outside Barkley Village, Talbot will request the project be adopted onto the City's Six Year Transportation Improvement Plan (TIP) by the City Council to make the project eligible to receive Transportation Impact Fee ("**TIF**") credit, pursuant to BMC 19.06.030. The intent of this paragraph is to assure that Talbot is not required to pay or fund directly or through impact fees any improvements not directly caused by a proposed development consistent with RCW 82.02.020.

Talbot may, but is not required to, identify other transportation projects that may (with City approval) mitigate impacts to participate in, such as contributions to the Bay to Baker Trail, upgraded bicycle and/or pedestrian facilities on Woburn St. and/or Barkley Boulevard, improvements to Illinois Street, or other transportation and/or mobility hub elements. In such an event, if adopted into the TIP by City Council, Talbot may apply for an impact fee credit under BMC 19.06 for such additional, but not required, traffic improvements. Such additional traffic improvements may also reduce the capacity demands from the Barkley Village Planned Action area.

For the purposes of this section, multimodal is a broad definition that is intended to include all forms of transportation including but not limited to pedestrian, bicycle, automobile, transit, and other forms of transportation.

For medians located within public rights-of-way within Barkley Village, Barkley Owner Association (BOA) may at its discretion take over and be responsible for maintenance of such medians including installation of irrigation in accordance with design and maintenance standards reasonably approved by the Public Works Dept. and Talbot.

## **Section 7. Parks, Trails, and Open Space**

City-owned parks, trails, and open space will be developed, operated, and maintained by the City, consistent with the City's Parks, Recreation, and Open Space Plan. Barkley may agree to develop and maintain park facilities and transfer such facilities to the City or dedicate the facilities to the Public in perpetuity with an accompanying request for Park Impact Fee Credit in accordance with the procedure identified in BMC 19.04.140. Privately owned public parks, trails, and open space will be developed and maintained by the Barkley Owner's Association, which may be available for Park Impact Fee credits if such private parks and trails are open to the public in perpetuity and identified in the City's Capital Facilities Plan, or as may be agreed to by the Parties consistent with BMC 19.04.140.

## **Section 8. Impact Fee Credits and Exemptions.**

### **a. Transportation Impact Fee Credits and Exemption.**

1. Talbot Property was granted a Transportation Impact Fee (TIF) credit based upon vehicles trips generated by existing infrastructure developments by Talbot within the Barkley Village and set forth in **Exhibit C**. This credit is retained by Talbot and may be applied by Talbot to site specific projects within the Barkley Village. The retained TIF credit from one project or development may be transferred to a different project or development. Application of such credit will be deemed complete upon the City's receipt of a letter from Talbot stating its intent to utilize the transportation impact fee credit prior to the issuance of a building permit by the City. If no building permit is required for the use the traffic impact fee shall be calculated prior to site occupancy.
2. TIF reduction credits are available for reduction in p.m. peak hour person trips pursuant to BMC 19.06.030(C)-(E).

### **b. Park Impact Fee Credit.**

Talbot has dedicated property to the City in perpetuity for parks, trails, and accessible parking for which there are existing Park Impact Fee credits, as set forth in **Exhibit C**. Per BMC 19.04.140(F), the PIF credits identified on **Exhibit C** may be transferred to a future development within Barkley Village administratively without further approval by City Council. The City Council agrees and finds that the

park facilities that resulted in the credit identified on **Exhibit C**, i.e., Scramble Nature Playpark, will also benefit future residential development in Barkley Village that will use the remainder of the credit, as required by BMC 19.04.140(F). Any claim for credit must be made no later than the time of application for a building permit.

**c. Low Income Housing TIF Exemption.**

Talbot may apply for a partial exemption of eighty percent (80%) of a multimodal Transportation Impact Fee (TIF) for a low-income housing development conditioned on the recording of a covenant as provided in BMC 19.06.030(E)(4). Low-income housing as defined in BMC 19.06.030(E)(5) is housing with a monthly housing expense that is no greater than 30% of 80% of the median family income adjusted for family size, for Bellingham, as reported by the United States Department of Housing and Urban Development.

**Section 9. Stormwater**

Existing developed and undeveloped areas, lots, and parcels lying within the previously agreed Southwest Regional Stormwater Pond contributing drainage basin boundary as depicted on **Exhibit 'G'** shall be subject to the rules and regulations adopted under the original planned contract agreements for the Barkley District, conditioned upon the following terms:

- 1) For all new development within sub-basins B and C, as shown by the two-part regional drainage study entitled "Drainage Plan for Bellingham Research Park", dated April 1989 and "Hydraulic Calculations for Drainage and Detention Systems", dated August 1989, stormwater management will be met by the stormwater management pond located within sub-basin C;
- 2) There are four undeveloped areas within sub-basin B and C, as depicted on Exhibit G. These parcels are currently capped. Further development of these four areas, if any, will be treated as a new development under paragraph 1 of this section.
- 3) Redevelopment of any other developed areas, lots, and parcels within sub-basin B and C shall comply with the City's current stormwater requirements as of the date of application for redevelopment.

New development in areas located outside of the Southwest Regional Stormwater Pond contributing drainage basin boundary shall comply with the City's current stormwater requirements as of the date of application for the development.

**Section 10. Development Approval Procedures.**

All proposed Projects shall be submitted to the City for review under the BMC.

## **Section 11. Concurrency.**

The City has adopted [BMC 13.70](#) Multimodal Transportation Concurrency to meet the State law requirement (RCW 36.70A.030(6)(b)). The City calculates and reports Person Trips Available for Concurrency Services Area for the Barkley Village ("**CSA 11**") (Transportation Report on Annual Concurrency), on an annual basis.

The City will calculate and include additional Person Trips Available in the Transportation Report on Annual Concurrency for planned transportation infrastructure and transit service, as outlined in the Transportation Improvement Phasing Plan considering the commitment for mitigation infrastructure funding, and estimated time for construction set for in the Transportation Improvement Phasing Plan and this Agreement. Site specific development of the Barkley Village will require Concurrency evaluation for transportation impacts and potential mitigation based on the specific land uses proposed for a property, except as provided for herein.

- i. Pursuant to BMC 13.70, evaluation for Multimodal Transportation Concurrency is required prior to submitting a land use application for development. For purposes of clarification, as long as proposed new development is a Planned Action under the PAO, further traffic study will not be required for projects that produce more than 50 peak hour trips.
- ii. Pursuant to BMC 19.06, assessment of Transportation Impact Fees (TIF) is required based on the TIF rate in effect at the time of building permit application. A pre-application estimate of the TIF is made on the application for Multimodal Transportation Concurrency (BMC 13.70). This TIF shall factor any applicable exemptions, which may then be adjusted based on any credits that are available pursuant to this Agreement and/or City Code, or any TIF Credits that Talbot elects to apply.

## **Section 12. Term.**

The term of this Agreement shall commence on the last date of signature below and remain in effect for a period of twenty (20) years following the effective date of this Agreement.

Any action permitted or required under this Agreement must commence during the term of this Agreement even though additional time beyond the term may be required to obtain the specific permit or complete construction of the permitted project. For example, for these purposes, commencement means the filing of a complete specific binding site plan for a construction project or an application for a building permit. Nothing herein supersedes existing law or regulation regarding diligent pursuit of a project.

## **Section 13. General Provisions**

- A. **Recitals Incorporated.** The Recitals set forth above are incorporated herein and are a material part of this Agreement.
- B. **Additional Property.** Nothing herein limits Talbot from adding any property to this Agreement or adding any parties to this Agreement by recording a written consent to be bound by this Agreement so long as those properties are within the Barkley Village Subarea Plan boundary and the underlying property owner executes the consent with their signature acknowledge.
- C. **Recording; Covenant Running with the Land.** This Agreement shall be filed as a matter of public record in the office of the Whatcom County Auditor and shall run with the land.
- D. **Additional Restrictions upon sale or transfer of Talbot Properties.** Nothing herein prevents Talbot or its successors in interest from imposing additional use restrictions or other covenants or requirements as part of the sale or lease of any Talbot Property, as long as such use restrictions or other covenants or requirements do not conflict with the terms and conditions contained herein.
- E. **Additional Development Agreements.** Nothing contained in this Agreement precludes the City and a successor in interest to Talbot Property from entering into an additional development agreement as long as such agreement does not conflict with the terms and conditions contained herein.
- F. **Applicable Law.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Washington.
- G. **Successors, Assignment and Binding Effect.** All obligations that are not specifically granted solely to Talbot or City in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. The Parties acknowledge that Talbot shall have the right to lease, divide, assign, or transfer all or any portion of the interests, rights and obligations under this Agreement to other parties acquiring an interest or estate in the property. Consent by the City shall not be required for any such lease, assignment, transfer or rights pursuant to this Agreement.
- H. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the Parties to the maximum extent allowable under law. If this Agreement for any reason is determined to be invalid, then the zoning of the property may revert to the zoning as it existed on the date of this Agreement was recorded.
- I. **Modification.** Except as provided in Section 15.B above, this Agreement and portions hereof shall not be modified or amended except by resolution of the City Council following a hearing and signed by the City and in writing signed by Talbot

and other property owners subject to this Agreement or their respective successor in interest.

- J. Further Good Faith Cooperation.** Each party hereto shall cooperate with the other in good faith to achieve the objectives of this Agreement. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for, or implicit, in this Agreement.
- K. No Presumption Against Drafter.** This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.
- L. Notices.** All communications, notices, and demands of any kind which a party under this Agreement is required, or desires to give to any other party, shall be in writing and be either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

City:           City of Bellingham:  
                  Mayor's Office  
                  City of Bellingham  
                  210 Lottie Street  
                  Bellingham, WA 98225

With a Copy To:

Talbot Real Estate, LLC  
Bellingham, WA 98225

Notice by hand delivery or facsimile shall be effective upon receipt. If deposited in the mail, notice shall be deemed received 48 hours after deposit. Any party at any time by notice to the other party may designate a different address or person to which such notice shall be given.

- M. Waiver.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- N. Dispute Resolution.** In the event of any dispute as to the interpretation or application of the terms or conditions of this Agreement, Talbot and the City, through their designated representatives, shall meet within ten (10) days after the receipt of a written request from any party for the purpose of attempting in good faith to resolve the dispute. Such a meeting may be continued by mutual agreement to a date certain to include other persons or parties, or to obtain additional information.
1. **Mediation.** In the event that such a meeting does not resolve the dispute and prior to commencing any litigation except for a request for a temporary restraining order and preliminary injunction, the Parties shall first attempt to mediate the dispute. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, they will seek appointment of such mediator by the Whatcom County Superior Court Presiding Judge consistent with this Agreement. Each party shall take its turn in striking one name from the list until one name remains. A flip of a coin shall determine which party strikes the first name. Any expenses of the mediator shall be borne equally by the Parties. However, each side shall bear its own costs and attorney fees arising from participation in the mediation.
  2. **Waiver of Jury Trial.** Each party waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under or relating to this Agreement or any amendment, instrument or other document delivered in connection with this Agreement.
- O. Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersede all Existing Planned Contracts, except as may be provided for herein. There are no other agreements, oral or written, except as expressly set forth herein. To the extent that this Agreement is in direct conflict with any provision of the Existing Planned Contracts, then this Agreement shall control and supersede all previous understandings or agreements between the parties concerning the subject matter of this Agreement except as may be provided for herein
- P. Requisite Authority for Talbot Managed Properties.** Talbot hereby represents that it has the requisite authority to enter into this Agreement with respect to Talbot Properties managed by Talbot but owned by another entity.

TALBOT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BELLINGHAM

\_\_\_\_\_  
Mayor, City of Bellingham

Date: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
Office of the City Attorney

ATTEST: \_\_\_\_\_  
Finance Director

Exhibit A	Barkley Village Boundary	Depicts the entire Barkley Village site.
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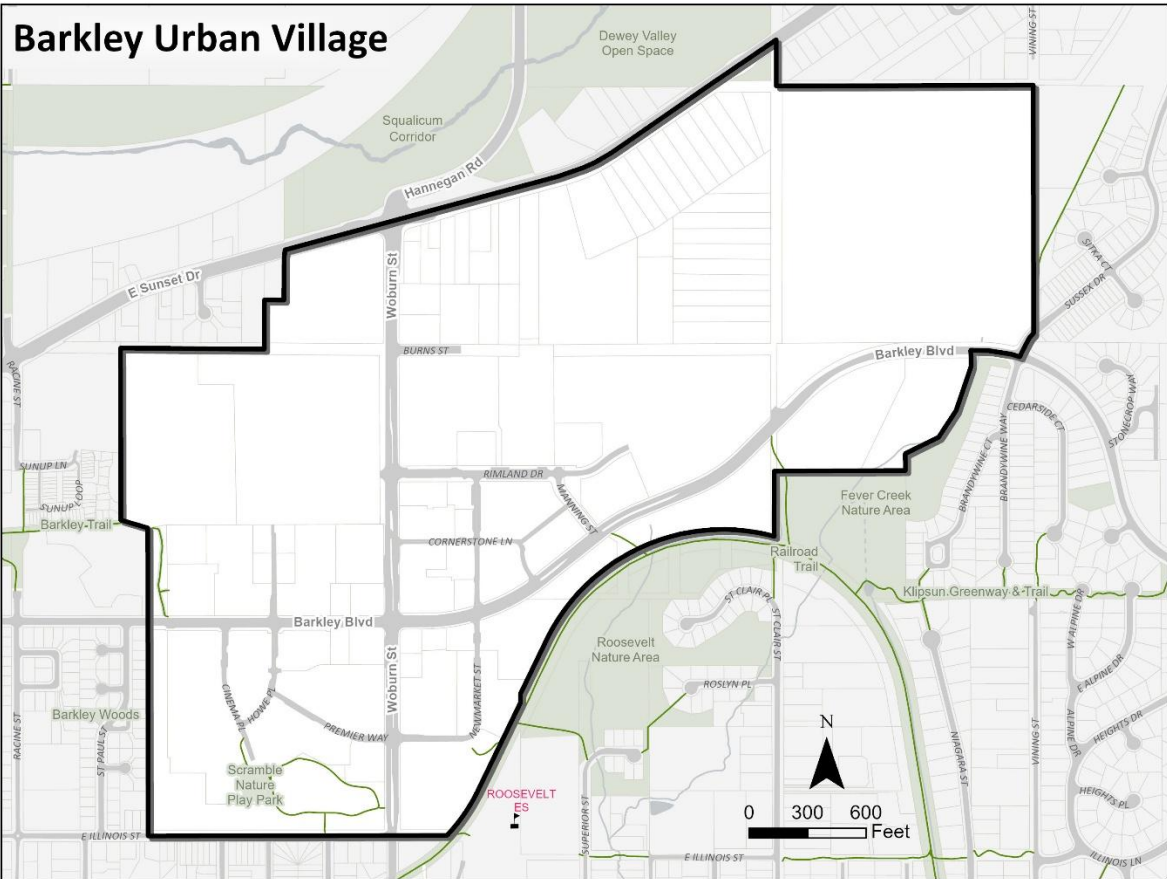


Exhibit B	Talbot Properties	Depicts the Talbot Property which is subject to this Agreement.
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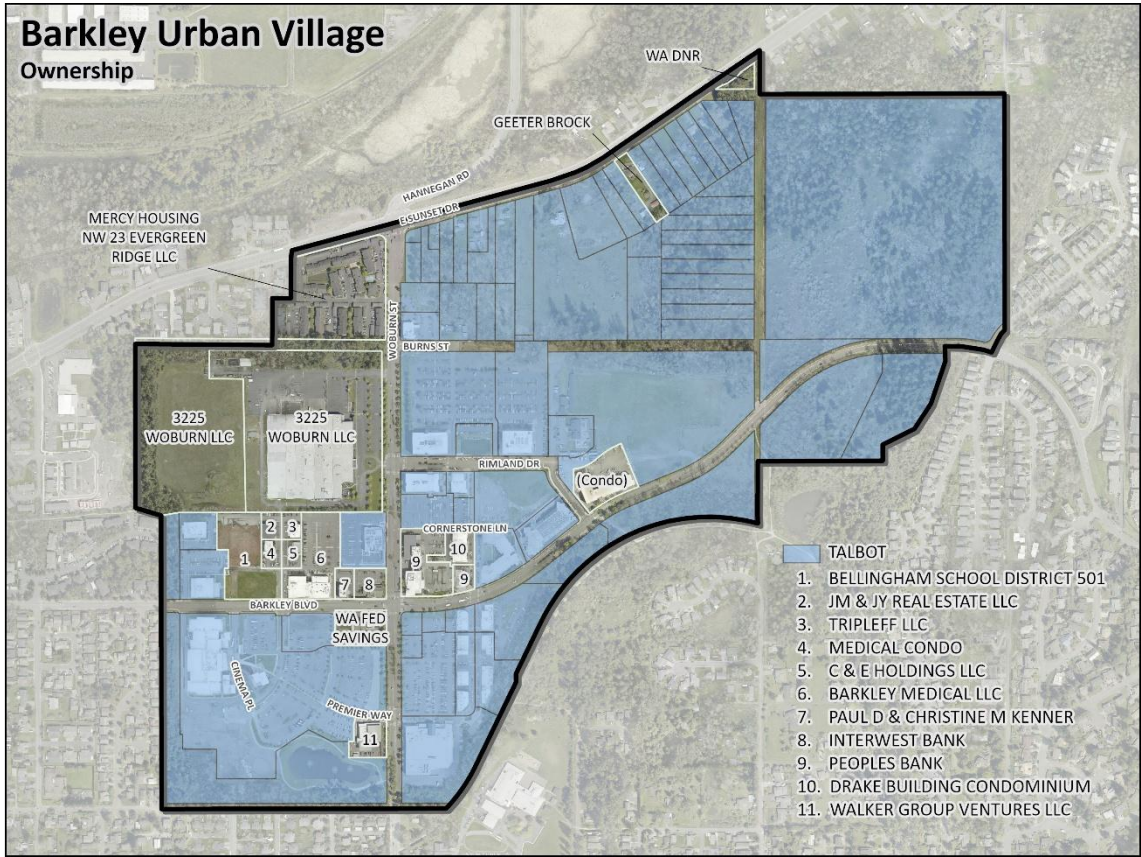


Exhibit C	Existing Impact Fee Credits	Describes the existing park and transportation impact fee credits available to Talbot
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Exhibit D	Transportation Improvements and trigger for requirement [EIS- Table 3-35]	Describes the type and timing of transportation improvements (i.e., triggers) required based on development impact
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Exhibit E	List of Existing Planned Contracts	Listing of Existing Planned Contract by City Permit number
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Exhibit H	Map of Vacated Right of Way and Dedications	Depicts areas of vacated Right of Ways and areas dedicated or to be dedicated to the City
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