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08/27/2021 02:10 PM Pages: 1 of 4 Fees: \$208.50
Skagit County Auditor

SIGN PERMIT DEVELOPMENT AGREEMENT

This Sign Permit Development Agreement ("Agreement") is made and entered into this day of 27 August, 2021, by and between The Starlight Group LLC, a Washington limited liability company ("Owner") and the City of Burlington, a Washington municipal corporation (the "City"). Owner and the City are each a Party and collectively the Parties to this Agreement.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, including without limitation the representations, warranties, and promises set forth herein, Owner and the City hereby agree as follows:

1. Property. Owner is the owner of five individual lots within the boundaries of Binding Site Plan (BSP) 1-99 recorded under Skagit County Auditor's File Number 200005030015. The five individual lots comprising the owner's property are described as lots 1-5 of BSP 1-99 and are identified by Skagit County Auditor's Office as parcel numbers P116701, P116702, P116703, P116704, and P116705. The five individual lots comprising the owner's property are illustrated on attached Exhibit "A". Lot 1 BSP Burl 1-99

2. Development. Owner has applied to and received from the City permission to install a Development Complex Sign on the Property in order to establish a single consolidated freestanding sign ("Sign") for the owner's property. The Development Complex Sign authorized by the City is an "Electronic Message Center Sign as defined by the Burlington Municipal Code.

3. Future Sign Restrictions. In accordance with the Burlington Municipal Code the owner's property is considered a Development Complex and only one freestanding sign is permitted within the boundaries of the Development Complex. In order to ensure compliance with these limitations and restrictions the owner agrees not to install any freestanding signs on the owner's property except for the single development complex sign authorized by the City. The owner also agrees to remove any existing freestanding signs located on the owner's property.

4. Limitations of Agreement. This agreement shall not be construed to limit the City's ability to adopt future sign code provisions or development regulations which may affect the owner's property or the sign authorized by the City. The owner shall fully comply with all existing and future Burlington Municipal Code requirements.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors, heirs, assigns, and personal representatives.

6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Skagit County, Washington.

7. Entire Agreement / Parties. This Agreement contains the entire agreement between the Parties with respect to this matter. It may not be modified except in a writing signed by the Parties. This Agreement is not intended to, nor shall it be construed to, benefit any person or entity except the Parties and shall not be enforced by or construed to give rights to any third-party.

8. Waiver. The waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of the waiver is sought.

9. Recording. Prior to installing the sign authorized by the City this Agreement shall be recorded with the Skagit County Auditor's office.

10. Authority. Owner represents and warrants that it is duly organized, validly existing and in good standing in the State of Washington. Owner further represents and warrants that the person or persons executing this Agreement on Owner's behalf have the requisite authority to bind Owner.

Agreed to and executed by:

**[SIGNATURE PAGES AND ACKNOWLEDGEMENTS
ON SEPARATE, FOLLOWING PAGES.]**

OWNER

The Starlight Group LLC, a
Washington Limited Liability Company

By: *Robert Egerer*
Name: The Starlight Group LLC
Its: Managing Member
Date: 27 Aug vsT 2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Robert A. Egerer is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it on behalf of The Starlight Group LLC to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 27, 2021

NOTARY PUBLIC
STATE OF WASHINGTON
BRADLEY SLOAN
Lic. No. 160633
My Appointment Expires
JUNE 28, 2024

Bradley Sloan
(printed name) Bradley Sloan
NOTARY PUBLIC in and for the State of Washington
Washington, residing at Moss Vernon
My appointment expires 6-28-2024

Exhibit "A"

Owner's Property

P 116 701 GEO ID 8027-000-001-0000

Lot 1 BSP BURL 1-99