

## **AGENDA**

### **Land Use Committee**

**City Hall**

**Wednesday, January 7, 2015**

**7:00 a.m. – 8:15 a.m.**

**(Members: Scott Thomas, Gary Gill, and Leroy Collinwood)**

1. **Policy Change** – Sewer GFC Collection (timing)
2. **Duvall Village Development Agreement**
3. **Rio Vista Development Agreement**
4. **Economic Development Agreement** (home work – provide written comments by 1/14)



Applicant Version of Duvall Village Development Agreement

After Recording, Return to:

1303-WLD Duvall Village, LLC  
c/o: Melanie Clark  
Westcott Holdings, Inc.  
1010 Market Street  
Kirkland, WA 98033

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF DUVALL AND 1303-WLD DUVALL VILLAGE, LLC FOR  
THE DUVALL VILLAGE DEVELOPMENT**

This Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014<sup>5</sup>, by and between the City of Duvall, a non-charter, optional code Washington Municipal Corporation, hereinafter the "City," and 1303-WLD Duvall Village, LLC, a Washington limited liability company, hereinafter the "Developer". The City and the Developer are each a "Party" and collectively the "Parties" to this Development Agreement for the Duvall Village Development, hereinafter the "Development".

City and the Developer enter into this Development Agreement in order to facilitate and to promote the development of that certain real property located within the City as described and depicted in **Exhibit A** hereto (the "Property") consistent with the terms, conditions and provisions of this Development Agreement, effective as of the date above (the "Effective Date").

**RECITALS**

A. The State legislature, through the enactment of RCW 36.70B.170 through .210, has granted the City the authority to enter into a development agreement with a person having ownership or control of real property within its jurisdiction. The City has adopted regulations allowing the City to enter into development agreements, as set forth in DMC Chapters 14.08 (Permit Processing) and 14.18 (Mixed Use 12 (MU12) Zoning District).

B. The Developer owns the Property, which is located within the City's MU12 Zoning District established under DMC Chapter 14.18. On April 18, 2014, pursuant to DMC Chapter 14.66 (Subdivisions) and other applicable provision of the City's code, the Developer submitted a complete application for land use approvals to allow the Developer to subdivide the Property into 99 fee simple attached single-family residential lots, three commercial tracts, private open space tracts, and sensitive area tracts. The subject subdivision is currently being processed by the City under application file number SU14-001, and is described and depicted in **Exhibit B** (the "Preliminary Plat");

C. On October 9, 2014, the City Council approved a Memorandum of Understanding between the City, Developer, and the Duvall Foundation of the Arts that outlines plans for carrying out the terms of past Agreements, a copy of which is attached hereto as **Exhibit C**. The Parties acknowledge and include herein the final terms resulting from the MOU.

D. On December 16, 2014 pursuant to its authority and procedures set forth in DMC Chapters 14.08 and 14.60 (SEPA – Environmental Review), the City issued a threshold determination - Mitigated

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Determination of Non-significance for the Preliminary Plat and the Development Agreement (the "MDNS"), a copy of which is attached hereto as **Exhibit D**.

E. The City's code requires concurrent construction of commercial and residential development within its MU12 zones unless a developer establishes a phasing plan through a developer agreement, as set forth in DMC 14.18.060 - Timing of commercial development, which provides as follows:

*The commercial and residential portions of a mixed use site shall be constructed concurrently unless the developer establishes a phasing plan through a development agreement as follows: construction shall commence within five years of entitlement of the residential portion and completed within ten (10) years unless the applicant demonstrates that market conditions warrant an extended time period to ensure successful commercial development. If the commercial portion of the site is deferred, the applicant shall grade and landscape the site in accordance with the City's landscape standards;*

F. The City's subdivision process set forth in DMC Chapter 14.66.080 (Final Subdivision Process for Preliminary Subdivision and Short Subdivision) requires that all improvements be installed prior to final subdivision unless ensured by a performance bond or set-aside fund. Development of the Property includes installation of all improvements prior to each respective phase of final subdivision, except for instances where bonding certain commercial development improvements is allowed as described in the attached as **Exhibit E** (the "Required Infrastructure Improvement Plan") because they that cannot be reasonably and effectively installed until time of commercial development.

G. In addition to allowing for phased development, pursuant to RCW 36.70B.170(1) and DMC, the Parties acknowledge and agree that the purpose of this Development Agreement shall be to establish the development standards and other special provisions that shall govern and vest the development, use, and mitigation of the development of the Property (hereinafter, "Development Standards") for the duration specified herein to those Development Standards in effect on April 18, 2014, the date of vesting of the Preliminary Plat (hereinafter, "Vesting Date"), however certain building, stormwater, federally mandated accessibility standards, and other standards outside the City control shall not vest and shall be those in effect at the time construction permit applications are submitted to the City for review;

H. Developer is required to make public roadway improvements along its SR-203 frontage, the City has identified the same improvements as part of two identified capital improvement projects: Project I-2, 143<sup>rd</sup>/SR-203 intersection; and Project R-2, Main Street South. The Parties agree that the Developer shall design and construct frontage improvements per the City's preferred design and curb line shown within the City's ROW/ Channelization plans for the State Route (SR) 203 Safety Improvements and Road Reconstruction project ~~shown in Exhibit \_\_\_\_\_, dated \_\_\_\_\_, 2014.~~ These improvements are Traffic Impact Fee (TIF) eligible. The Parties recognize and agree that the Developer will receive traffic impact fee credits (not to exceed the amount of the traffic impact fee assessed for the Development and if there are any excess credits, the City will not reimburse the applicant the difference nor are the credits transferrable) as set forth herein.

I. The City will pay Developer \$21,000 for purchase of the remainder Park Property per the Commercial Appraisal attached as Exhibit F.

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4. Planning Commission and City Council concluded the Duvall Village Project provides significant community benefit. General Benefits include: construction of attached units, public parking for a trail network that will connect to the Snoqualmie Valley Trail, dedication of new park area (parking lot and 6.8 acres of open space), a commercial parcel for the Duvall Community Performing Arts Center, operation of the Center by a local non-profit, 1,000 linear feet of Main Street improvements, energy and inertia for further activity and connectivity at the south end of town. Financial Benefits include: Main Street improvements will leverage grant dollars for other Main Street improvements, increased assessed value of the site by approximately 30 million dollars, investment of 6.3 million dollars in fees and improvements, a 2.5 million dollar cost savings ~~by due to the removal of a City obligation for a non-profit~~ constructing, maintaining, and operating the Center, and new residents that will shop and dine locally.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby covenant and agree as follows:

**TERMS OF AGREEMENT**

1. **Effect of Recitals.** The Parties hereby incorporate the Recitals and **Exhibits A through G** hereto as material terms to this Development Agreement as if fully set forth in this paragraph.
2. **Binding Effect and Term.** Per RCW 36.70B.190, this Development Agreement is binding on the Parties and their successors and assigns for a period of ten (10) years, commencing on the Effective Date and ending on \_\_\_\_date\_\_\_\_ ( the "Term"). In the event that the development contemplated herein is not commenced and completed within the Term, or within an approved extended timeframe in accordance with Section 3 below, then this Development Agreement shall forever lapse and shall be of no further force or effect.
3. **Required Infrastructure Improvements, Phasing and Extensions.** Consistent with the Required Infrastructure Improvement Plan, the Parties acknowledge and agree that development of the final plat ~~will may~~ occur in up to four (4) phases over a period not to exceed seven (7) years per RCW 58.17.140, and that infrastructure and other improvements shall be completed or bonded for prior to each final plat. The proposed development phasing is as follows:
  - (a) Phase 1 shall include all site and infrastructure improvements necessary to access, gain public services, and obtain final plat approval for fifty five (55) residential lots, shall include fine-grade and hydroseed application over Commercial Parcel C1 and completion of the SR-203 frontage improvements to the extent shown on the Required Infrastructure Plan. Until development of Commercial Parcel C1 commences, the Developer shall maintain said parcel so that it is mowed semi-annually and remains free of litter, debris and pests in accordance with the City's standards. Phase 1 shall not be allowed to obtain building permits and/or occupancy prior to completion SR203 frontage improvements without posting a performance bond for completion of the remaining SR203 frontage improvements. ~~1. Payment of traffic impact fees prior to completion of SR203 frontage improvements will not be required upon posting of a performance bond for completion of required improvements.~~

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- (b) Phase 2 shall include all site improvement and infrastructure necessary to access, gain public services and achieve final plat approval for the C2 and C3 Commercial Parcels and may occur separately, concurrently, or in conjunction with ~~Phase 4 residential phases.~~
  - (c) Phase 3 shall include all site improvements and infrastructure necessary to access, gain public services, and obtain final plat approval for ~~the remaining~~ forty four (44) residential lots;
  - (d) Phase 4 shall include all site improvement and infrastructure necessary to access, gain public services and achieve final plat approval for the C1 Commercial Parcel and may occur separately, concurrently, or in conjunction with Phase 1, Phase 2 or Phase 3.
  - (e) The Developer shall commence construction for C1 Commercial Parcel (Phase 4) and the C2 and C3 Commercial Parcels (Phase 2) within five (5) years from the date of the recording of the last residential final plat (the "Commencement Date"), and complete construction of C1 Commercial Parcel within (10) ten years of the recording of the last residential final plat ("Completion Date"). If the Developer submits a written request to the Planning Department at least thirty (30) calendar days prior to expiration of either deadline demonstrating that market conditions warrant an extended time period to ensure successful commercial development, as set forth in DMC 14.18.060, then the City may extend the Commercial Parcel C1 Commencement Date by up to an additional five (5) years. Any request for an extension shall be reviewed by the Planning Commission and the City Council in accordance with DMC 14.08, Permit Processing, and for compliance with extension criteria in DMC 14.18.060.
  - (f) The Parties agree that, in the event that any portion of the Duvall Municipal Code, including but not limited to 14.18 Mixed Use 12 (MU12) Zoning District is amended to eliminate the existing requirement for commercial development, to change the Floor Area Ratio Requirement, or in the event that any portion of the Duvall Municipal Code, including but not limited to DMC 14.18.080 Development Standards is amended to allow either residential development or additional park or parking on the C1 Commercial Parcel, the Developer may apply to the City to for a Subdivision Alteration under DMC 14.66.100., which the City would process using the criteria for either a Minor Modification, a Major Modification or a Plat Alteration.
4. **Model Homes.** The parties agree that the model home provision was intended for single-family detached units. This project contains single-family attached units. The Developer shall be allowed to construct one attached building containing up to five units in Phase 1 prior to Phase 1 Final Plat. The developer shall be allowed to construct one attached building containing up to five units in Phase 3 prior to Phase 3 Final Plat but after Phase 1 Final Plat.
5. **Development Standards.** Except as otherwise provided herein, this Development Agreement shall vest the Property to the following Development Standards in effect as of the Vesting Date for the Term of this Development Agreement as set forth below:
- (a) Allowed Uses – The uses set forth in DMC Chapter 14.18, including but not limited to the specific uses set forth in DMC 14.18.020 (Permitted Uses), .030 (Accessory Uses) and .040 (Conditional Uses); any use allowed pursuant to DMC Chapter 14.68 (Conditional

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Use Permit Criteria), DMC Chapter 14.74 (Reasonable Use Exception), and/or DMC Chapter 14.76 (Nonconformance and Reuse Standards); and any other regulations that apply to property within the City's MU12 Zoning District;

- (b) Applicable Procedures – The procedures set forth in DMC Titles 2, 8 through 10 and 14;
- (c) Applicable Standards – The City's adopted Comprehensive Plan; the standards set forth in DMC Titles 8 through 10, and 14; the adopted 2013 City of Duvall Development Design Standards; and the City's adopted Comprehensive Water System Plan prepared by Murray Smith and Associates, Inc., dated October 2011;

6. **Applicable Impact Fees and Facility Charges.** The provisions of DMC Chapter 14.58 (Impact Fee Assessments – Parks, Roads and Schools); provided, however, because development of property will occur in phases the impact fees shall be assessed and paid as follows:

(a) **School Impact Fees.** The City is currently in the process of amending the DMC to allow School Impact Fees to be assessed and collected when building permits are obtained. School Impact Fees assessed for Phase 1 and Phase 3 (residential parcels) shall be due in accordance with DMC 14.58.050.A at time of building permit.

(b) **Park Impact Fees.**

- i. Developer will receive 84 Park Impact Fee credits consistent with the MOU (Exhibit C) for dedication of property in 1995.
- ~~ii. Developer will receive additional Park Impact Fee credits for dedication of the remainder Park Property in the amount of \$21,000 consistent with the MOU (Exhibit C) unless the City purchases the property.~~
- ii. Developer shall receive Park Impact Fee credits in the amount of \$87,000.00 for the dedication of the C2 Commercial Parcel and C2 Improvements. The amount of this credit shall be calculated based on the undeveloped assessed value of the C2 Commercial parcel plus the C2 Improvements consistent with the MOU (Exhibit C), Commercial Appraisal dated October 29, 2014 (Exhibit F).
- iii. Developer shall receive Park Impact Fee credits for the value of the C2 Commercial Parcel improvements consistent with the Park Credit Analysis Estimate (Exhibit G). The amount of the credit shall be based on final construction costs upon completion of Phase 2.
- ~~iv. The amount of the fee for each individual residential building permit shall be vested to the 2015 fee.~~
- ~~iv.~~ After the credits discussed above, if there are any remaining park impact fees assessed against Phase 1 and Phase 3, the Impact Fee shall be at the vested 2015 rate and due upon and in conjunction with the issuance of residential building permits in accordance with DMC 14.58.050.B and for up to five years from the approval date of the Development Agreement. The project / property

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cannot receive a refund or payment from the city if the credits for work provided are more than the assessed fee.

~~vi-v.~~ No school or community park impact fees shall be assessed for development of C1 Commercial Parcel, C2 Commercial Parcel, or C3 Commercial Parcel in accordance with DMC 14.58.020 - .050, Assessment of Impact Fees; provided, however, that in the event that any residential units are proposed to be constructed within the Commercial Tracts, and in the event that there is not any park impact fee credit remaining, then park impact fees shall be vested to the 2015 rate and due and payable in accordance with section 5(d)(ii) above and for up to ten years from the approval date of the Development Agreement.

- (c) **Traffic Impact Fees.** The Parties agree that the Project I-2 widening improvements impact the existing Thayer Creek road culvert and that any necessary modifications to the Thayer Creek culvert will be recognized as part of Project I-2. The Developer will receive 56 percent of the cost of the Project I-2 improvements as traffic impact fee credit in accordance with the City's 2008 Transportation Element Update methodology. The Parties agree that the remainder of the SR-203 frontage improvements will be recognized under Project R-2 and that the Developer will receive 10 percent of the cost of improvements as traffic impact fee credit in accordance with the Transportation Element Update methodology.

The Parties agree that the Developer will work with the City's preferred design and curb line shown within the City's ROW/ Channelization plans for the State Route (SR) 203 Safety Improvements and Road Reconstruction project ~~shown on Exhibit dated \_\_\_\_\_, 2014 (approximately three feet (3') wider than currently proposed).~~ The Developer will receive 100 percent of the associated increased cost of the improvements and associated wetland/critical area mitigation work (walls, fill, etc.) ~~north of the NE 143<sup>rd</sup> Place intersection as traffic impact fee credits for all costs associated with meeting the City's preferred sidewalk design including widening the sidewalk from five (5) feet to eight (8) feet, and compensating for a channelization centerline alignment movement allowance that varies between the two frontage (design) face of curb lines approximately 7.5 feet to 9 feet along the entire frontage from where the centerline exists as of the date of this agreement."~~

- i. The amount of the Traffic Impact Fee for each individual residential building permit and for each commercial building permit shall be vested to the 2015 fee ~~upon completion of the SR203 frontage improvements and for up to five years from the approval date of Development Agreement.~~
- ii. Developer will receive traffic impact fee credits in an amount to be determined using actual construction cost upon completion of the after-SR203 frontage construction completion per the Required Infrastructure Phasing. The ~~estimated residential traffic impact fees are estimated at \$\_\_\_\_\_ \$567,270.00 for (99 # units).~~ and the credit estimate is based on the Construction Cost Estimate attached hereto as Exhibit ~~\_\_\_~~.G. Any Traffic Impact Fees remaining due after application of the credits shall be vested to the 2015 fee, and due upon and in

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conjunction with the issuance of a residential or commercial building permits in accordance with DMC 14.58.050.C and the following sections.

- iii. In the event that there are not any credits remaining after the credits have been applied to the Phase 1 and Phase 3 residential and that payment of Traffic Impact Fees is required for the C1 Commercial Parcel then the Traffic Impact Fees for C1 Commercial Parcel shall be vested to the 2015 fee, and due upon and in conjunction with the issuance of a building permit for said commercial parcel in accordance with DMC 14.58.050.C.
- iv. Traffic Impact Fees required for Commercial Parcel C2 shall not be paid by the developer as it will be dedicated to the City.
- v. Traffic Impact Fees required for Commercial Parcel C3 shall be vested to the 2015 fee, assessed and due upon and in conjunction with the issuance of a building permit for said commercial parcels in accordance with DMC 14.58.050.C.
- vi. Residential Traffic Impact Fees ~~are~~ shall be vested to the 2015 fee for five years and commercial Traffic Impact Fees are vested for ten years from the approval date of the Development Agreement. Upon completion of the SR203 frontage improvements Traffic Impact Fees for the project will be deemed permanently vested to the 2015 fee.

(d) **Sewer General Facility Charges** – The provisions of DMC Chapter 9.04.110 (Sewer General Facility Charge) impose a sewer general facilities charge; provided, however, because development of property will occur in phases charges shall be assessed per the final plat of each specific phase and paid as follows:

- i. If city code is modified to allow for collection of sewer fees at time of building permit issuance the applicant shall have the option to take advantage of the modified policy.
- ii. Sewer General Facility Charges for the ~~lots with in residential lots (residential parcels)~~ shall be vested to the 2015 fee for up to five years from the approval date of the Development Agreement.
- iii. Sewer General Facility Charges for Commercial Parcels shall be vested to the 2015 fee for up to ten years from the approval date of the Development Agreement.
- iv. At this time there is no expectation of a Sewer General Facility Charge for C2 Commercial Parcel as it will be a parking lot, dedicated to the City and is not proposed to connect or impact the sewer system.

(e) **Water Capital Improvement and Connection Charges** – The provisions of DMC Chapter 9.02.020, Water Capital Improvement Charge, impose a general facilities charge; provided, however, because development of property will occur in phases charges shall

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be due prior to issuance of building permits for each residence or commercial structure. Water Capital Improvement and Connection Charges will be charged as follows:

- i. Water Capital Improvement and Connection Charges for the ~~lots with in residential parcels~~ lots shall be due at building permit and vested to the 2015 fee for up to five years from the approval date of the Development Agreement.
  - ii. Water Capital Improvement and Connection Charges for Commercial Parcels shall be vested to the 2015 fee for up to ten years from the approval date of the Development Agreement;
  - iii. Water Capital Improvement and Connection Charges for C2 Commercial Parcel shall be waived as it will be dedicated to the City;
7. **No Waiver of Police Power.** The Parties recognize that the City cannot contract away its police power, including its zoning authority. Per RCW 36.70B.170(4), the Parties represent, warrant and agree that the execution of this Development Agreement is a proper exercise of the City's police power and contract authority and that the City hereby reserves the authority to impose new or different regulations to the extent required by a serious threat to public health, safety and general welfare.
8. **Public Benefits.** The City recognizes the public benefits that will accrue from this Development Agreement, including but not limited to tax revenue generated by the development, use and sale of the Property and new housing; certain improvements to the Property, including improvements along SR-203, a new City park with connection to the Snoqualmie Valley Trail, an improved streetscape through landscaping and the Required Infrastructure Improvement Plan; and potential job creation for the community due to the development and use of the Property.
9. **Recording.** Per RCW 36.70B.190, this Development Agreement shall be recorded with the King County Assessor within 10 (ten) business days of its mutual execution by the Parties. The Developer shall be responsible for recording this Development Agreement at its sole cost and expense.
10. **Transfer of Ownership.** A conveyance of all or any portion of the Property through any means shall not impair, extinguish or otherwise affect any right, obligation, duty, term or provision of this Development Agreement. Any purchaser and/or assignee of all or any portion of the Property shall have the same rights, obligations and or duties under this Development Agreement as the Party from which it purchased or otherwise obtained an interest in all or a portion of the Property and shall have the right to enforce this Development Agreement against the other Party.
11. **Third Parties.** This Agreement is not intended to and shall not be construed by any person, entity, Party, , third party, court, administrative body, arbitrator or other adjudicative body as benefiting any third party. The provisions of this Agreement are solely for the benefit of the Parties, their heirs, successors and assigns.
12. **Amendment or Termination.** Per RCW 36.70B.180, unless amended or terminated, this Development Agreement shall be enforceable during its Term. In the event that the City amends, adopts, or repeals any of the Development Standards referenced in section 5

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subsequent to the Effective Date, the Developer may request in writing that the newly-adopted code, regulation and/or standards shall apply to the Property and the Parties mutually agree to amend this Development Agreement to include the new code, regulation and/or standard. Any request for amendment shall be subject to a public hearing and City Council approval. Provided, however, for code amendments, the Developer may apply to the City for either a Minor/Major Modification to Preliminary Plat or a Subdivision Alteration under DMC 14.66.100, as provided herein.

13. **Satisfaction Of Prior Agreements.** The Parties agree that the 2003 Thayer Barn Community Arts Center Management and Operation Agreement, the Amended Pre-Annexation Agreement (King County AFN. 9504191225), and the 2000 Settlement Agreement (King County AFN 20010130000904) will no longer be in effect or enforceable after the Parties record a Satisfaction and Release of all obligations under the Amended Pre-Annexation Agreement (King County AFN. 9504191225) and the 2000 Settlement Agreement (King County AFN 20010130000904) upon Developer's dedication of the C2 Commercial Parcel to City, and Developer's receipt of the agreed upon Park Impact Fee Credits as described herein.
14. **Entire Agreement; Modification.** This Development Agreement, including all referenced attachments represents the entire agreement of the Parties with respect to the subject matter thereof. There are no other agreements, oral or written, except as expressly set forth herein. This Development Agreement may not be altered, changed, modified, or amended except by an instrument in writing signed by all Parties hereto.
15. **Severability.** If any provision of this Development Agreement is determined to be unenforceable or invalid by a court of law, then this Development Agreement shall thereafter be modified to implement the purpose and intent of the Parties to the maximum extent allowable under the law.
16. **Applicable Law.** This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
17. **Disputes.** In the event a dispute arises under this Development Agreement and prior to commencing any action in court, the Parties agree that they shall engage in at least one (1) full day of mediation with a mutually-selected mediator. The cost of the mediator shall be shared equally, and each Party shall bear its own costs, including legal fees, if any, in conjunction with the mediation. If the Parties are unable to resolve the dispute through mediation, then an action may be commenced in the Superior Court. If necessary to prevent the lapsing of any statute of limitation, the time for filing any action under this Development Agreement shall be tolled until ten (10) court days after mediation has completed. In the event of legal action to enforce this Development Agreement, the prevailing Party shall be entitled to recovery of reasonable attorneys' fees and costs.
18. **Notices.** Any notice under this Development Agreement transmitted by facsimile, electronic mail or hand delivery shall be deemed effective upon receipt. If notice is by First Class U.S. mail, notice shall be deemed effective 48 (forty-eight) hours after deposit.

Notices to the City shall be sent to:

City of Duvall, City Clerk

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c/o Planning Department  
PO Box 1300  
Duvall, WA 98019  
lara.thomas@duvallwa.gov

Notices to the Developer shall be sent to:

1303-WLD Duvall Village, LLC  
c/o Melanie Clark  
Westcott Holdings, Inc.  
1010 Market Street  
Kirkland, WA 98033  
mclark@westcotthomes.com

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I, Will Ibershof, Mayor of the City of Duvall, am the duly authorized representative and agent of the City of Duvall, Washington, I am competent, and I have the authority to enter into this Development Agreement and thereby bind the City of Duvall.

\_\_\_\_\_  
Will Ibershof, Mayor, City of Duvall

\_\_\_\_\_  
Date

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Field Code Changed

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

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I, Mark Donner, am the duly authorized representative and agent of 1303-WLD Duvall Village, LCC, a Washington limited liability company, I am competent, and I have the authority to enter into this Development Agreement and thereby bind 1303-WLD Duvall Village, LLC.

\_\_\_\_\_  
Mark Donner, Member

\_\_\_\_\_  
Date

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Field Code Changed

DATED \_\_\_\_\_

\_\_\_\_\_  
(Printed name)

NOTARY PUBLIC in and for the

State of Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Legal Description of the Property

That portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 26 North, Range 6 East, W. M., in King County, Washington, lying Westerly of State Highway 15B;  
Except that portion condemned in King County Superior Court Cause No. 73343 for the Chicago, Milwaukee and Puget Sound Railway Company right-of-way;  
And except the East 157 feet of the South 150 feet thereof;  
And except the following described real property:  
Commencing at the Northeast corner of that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 26 North, Range 6 East, W. M., in King County, Washington, lying Westerly of State Highway 15B;  
Thence South 04°01' East, 200 feet;  
Thence Westerly parallel with the North line of said Northwest Quarter of the Northwest Quarter, 175 feet;  
Thence Northwesterly 225 feet, more or less, to a point on said North line which is 260 feet Westerly of the point of Beginning;  
Thence Easterly along said North line 260 feet to the point of beginning;  
And as modified by the Boundary line Adjustment and Quit Claim Deed, dated December 23, 1998, recorded under King County Recording No. 9902041611;  
And as modified by the Boundary line Adjustment and Quit Claim Deed, dated June 27, 1998, recorded under King County Recording No. 9811022163;  
And which Boundary Line Adjustments are depicted on the survey performed by Leonard E. Emerson, filed for record on September 14, 1998, in Volume 124 of Surveys, at page 231, under King County Recording No. 9809249002;  
Situate in the County of King, State of Washington.

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EXHIBIT B

Preliminary Plat

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EXHIBIT C

MEMORANDUM OF UNDERSTANDING

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EXHIBIT D

SEPA MDNS

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EXHIBIT E

Required Infrastructure Improvement Plan

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EXHIBIT F

Commercial Appraisal

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EXHIBIT G

Park and Traffic Credit Analysis Estimates

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After Recording, Return to:

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1010 Market Street  
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**RECITALS**

A. The State legislature, through the enactment of RCW 36.70B.170 through .210, has granted the City the authority to enter into a development agreement with a person having ownership or control of real property within its jurisdiction. The City has adopted regulations allowing the City to enter into development agreements, as set forth in DMC Chapters 14.08 (Permit Processing) and 14.18 (Mixed Use 12 (MU12) Zoning District).

B. The Developer owns the Property, which is located within the City's MU12 Zoning District established under DMC Chapter 14.18. On April 18, 2014, pursuant to DMC Chapter 14.66 (Subdivisions) and other applicable provision of the City's code, the Developer submitted a complete application for land use approvals to allow the Developer to subdivide the Property into 99 fee simple attached single-family residential lots, three commercial tracts, private open space tracts, and sensitive area tracts. The subject subdivision is currently being processed by the City under application file number SU14-001, and is described and depicted in **Exhibit B** (the "Preliminary Plat");

C. On October 9, 2014, the City Council approved a Memorandum of Understanding between the City, Developer, and the Duval Foundation of the Arts that outlines plans for carrying out the terms of past Agreements, a copy of which is attached hereto as **Exhibit C**. The Parties acknowledge and include herein the final terms resulting from the MOU.

D. On December 16, 2014 pursuant to its authority and procedures set forth in DMC Chapters 14.08 and 14.60 (SEPA – Environmental Review), the City issued a threshold determination - Mitigated

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Determination of Non-significance for the Preliminary Plat and the Development Agreement (the “MDNS”), a copy of which is attached hereto as **Exhibit D**.

E. The City’s code requires concurrent construction of commercial and residential development within its MU12 zones unless a developer establishes a phasing plan through a developer agreement, as set forth in DMC 14.18.060 - Timing of commercial development, which provides as follows:

*The commercial and residential portions of a mixed use site shall be constructed concurrently unless the developer establishes a phasing plan through a development agreement as follows: construction shall commence within five years of entitlement of the residential portion and completed within ten (10) years unless the applicant demonstrates that market conditions warrant an extended time period to ensure successful commercial development. If the commercial portion of the site is deferred, the applicant shall grade and landscape the site in accordance with the City’s landscape standards;*

F. The City’s subdivision process set forth in DMC Chapter 14.66.080 (Final Subdivision Process for Preliminary Subdivision and Short Subdivision) requires that all improvements be installed prior to final subdivision unless ensured by a performance bond or set-aside fund. Development of the Property includes installation of all improvements prior to each respective phase of final subdivision, except for instances where bonding certain commercial development improvements is allowed as described in the attached as **Exhibit E** (the “Required Infrastructure Improvement Plan”) because they that cannot be reasonably and effectively installed until time of commercial development.

G. In addition to allowing for phased development, pursuant to RCW 36.70B.170(1) and DMC, the Parties acknowledge and agree that the purpose of this Development Agreement shall be to establish the development standards and other special provisions that shall govern and vest the development, use, and mitigation of the development of the Property (hereinafter, “Development Standards”) for the duration specified herein to those Development Standards in effect on April 18, 2014, the date of vesting of the Preliminary Plat (hereinafter, “Vesting Date”), however certain building, stormwater, federally mandated accessibility standards, and other standards outside the City control shall not vest and shall be those in effect at the time construction permit applications are submitted to the City for review;

H. Developer is required to make public roadway improvements along its SR-203 frontage, the City has identified the same improvements as part of two identified capital improvement projects: Project I-2, 143<sup>rd</sup>/SR-203 intersection; and Project R-2, Main Street South. The Parties agree that the Developer shall design and construct frontage improvements per the City’s preferred design and curb line shown within the City’s ROW/ Channelization plans for the State Route (SR) 203 Safety Improvements and Road Reconstruction project shown in Exhibit X. These improvements are Traffic Impact Fee (TIF) eligible. The Parties recognize and agree that the Developer will receive traffic impact fee credits (not to exceed the amount of the traffic impact fee assessed for the Development and if there are any excess credits, the City will not reimburse the applicant the difference nor are the credits transferrable) as set forth herein.

I. The City will pay Developer \$21,000 for purchase of the remainder Park Property per the Commercial Appraisal attached as Exhibit F.

J. Planning Commission and City Council concluded the Duvall Village Project provides significant community benefit. General Benefits include: construction of attached units, public parking for a trail network that will connect to the Snoqualmie Valley Trail, dedication of new park area (parking lot and 6.8 acres of open space), a commercial parcel for the Duvall Community Performing Arts Center, operation of the Center by a local non-profit, 1,000 linear feet of Main Street improvements, energy and inertia for further activity and connectivity at the south end of town. Financial Benefits include: Main Street improvements will leverage grant dollars for other Main Street improvements, increased assessed value of the site by approximately 30 million dollars, investment of 6.3 million dollars in fees and improvements, a 2.5 million dollar cost savings due to the removal of a City obligation for constructing, maintaining, and operating the Center, and new residents that will shop and dine locally.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby covenant and agree as follows:

**TERMS OF AGREEMENT**

1. **Effect of Recitals.** The Parties hereby incorporate the Recitals and Exhibits A through G hereto as material terms to this Development Agreement as if fully set forth in this paragraph.
2. **Binding Effect and Term.** Per RCW 36.70B.190, this Development Agreement is binding on the Parties and their successors and assigns for a period of ten (10) years, commencing on the Effective Date and ending on \_\_\_\_date\_\_\_\_ ( the "Term"). In the event that the development contemplated herein is not commenced and completed within the Term, or within an approved extended timeframe in accordance with Section 3 below, then this Development Agreement shall forever lapse and shall be of no further force or effect.
3. **Required Infrastructure Improvements, Phasing and Extensions.** Consistent with the Required Infrastructure Improvement Plan, the Parties acknowledge and agree that development of the final plat may occur in up to four (4) phases over a period not to exceed seven (7) years per RCW 58.17.140, and that infrastructure and other improvements shall be completed or bonded for prior to each final plat. The proposed development phasing is as follows:
  - (a) Phase 1 shall include all site and infrastructure improvements necessary to access, gain public services, and obtain final plat approval for fifty five (55) residential lots, shall include fine-grade and hydroseed application over Commercial Parcel C1 and completion of the SR-203 frontage improvements to the extent shown on the Required Infrastructure Plan. Until development of Commercial Parcel C1 commences, the Developer shall maintain said parcel so that it is mowed semi-annually and remains free of litter, debris and pests in accordance with the City's standards. Phase 1 shall not be allowed to obtain final plat prior to completion of SR203 frontage improvements without posting a performance bond for completion of the remaining SR203 frontage improvements. Improvements shall be completed within two years of the first final plat, prior to Phase 3 final plat, or by the last occupancy of Phase 1 whichever comes first.
  - (b) Phase 2 shall include all site improvement and infrastructure necessary to access, gain public services and achieve final plat approval for the C2 and C3 Commercial Parcels and may occur separately, concurrently, or in conjunction with residential phases.

**Commented [MC1]:** Should this state 10 years due to the commercial?

**Commented [LT2R1]:** Final Plat of the last phase of the project will be completed in 7 years (state vesting of preliminary plats). The project will be vested to policy and fees for the 5-10 year period).

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- (c) Phase 3 shall include all site improvements and infrastructure necessary to access, gain public services, and obtain final plat approval for forty four (44) residential lots;
  - (d) Phase 4 shall include all site improvement and infrastructure necessary to access, gain public services and achieve final plat approval for the C1 Commercial Parcel and may occur separately, concurrently, or in conjunction with Phase 1, Phase 2 or Phase 3.
  - (e) The Developer shall commence construction for C1 Commercial Parcel (Phase 4) within five (5) years from the date of the recording of the last residential final plat (the "Commencement Date"), and complete construction of C1 Commercial Parcel within (10) ten years of the recording of the first residential final plat ("Completion Date"). If the Developer submits a written request to the Planning Department at least thirty (30) calendar days prior to expiration of either deadline demonstrating that market conditions warrant an extended time period to ensure successful commercial development, as set forth in DMC 14.18.060, then the City may extend the Commercial Parcel C1 Commencement Date by up to an additional five (5) years. Any request for an extension shall be reviewed by the Planning Commission and the City Council in accordance with DMC 14.08, Permit Processing, and for compliance with extension criteria in DMC 14.18.060.
  - (f) The Developer shall commence construction of C2 (Phase 3) Commercial Parcel improvements within (2) years of the first final plat.
  - (g) The Parties agree that, in the event that any portion of the Duvall Municipal Code, including but not limited to 14.18 Mixed Use 12 (MU12) Zoning District is amended to eliminate the existing requirement for commercial development, to change the Floor Area Ratio Requirement, or in the event that any portion of the Duvall Municipal Code, including but not limited to DMC 14.18.080 Development Standards is amended to allow either residential development or additional park or parking on the C1 Commercial Parcel, the Developer may apply to the City to for a Subdivision Alteration under DMC 14.66.100., which the City would process using the criteria for either a Minor Modification, a Major Modification or a Plat Alteration.
4. **Model Homes.** The parties agree that the model home provision was intended for single-family detached units. This project contains single-family attached units. The Developer shall be allowed to construct one attached building containing up to five units in Phase 1 prior to Phase 1 Final Plat. The developer shall be allowed to construct one attached building containing up to five units in Phase 3 prior to Phase 3 Final Plat but after Phase 1 Final Plat.
5. **Development Standards.** Except as otherwise provided herein, this Development Agreement shall vest the Property to the following Development Standards in effect as of the Vesting Date for the Term of this Development Agreement as set forth below:
- (a) Allowed Uses – The uses set forth in DMC Chapter 14.18, including but not limited to the specific uses set forth in DMC 14.18.020 (Permitted Uses), .030 (Accessory Uses) and .040 (Conditional Uses); any use allowed pursuant to DMC Chapter 14.68 (Conditional Use Permit Criteria), DMC Chapter 14.74 (Reasonable Use Exception), and/or DMC

**Commented [LT3]:** The Council may want a time line for C3 commercial lot – LUC question.

Chapter 14.76 (Nonconformance and Reuse Standards); and any other regulations that apply to property within the City's MU12 Zoning District;

- (b) Applicable Procedures – The procedures set forth in DMC Titles 2, 8 through 10 and 14;
- (c) Applicable Standards – The City's adopted Comprehensive Plan; the standards set forth in DMC Titles 8 through 10, and 14; the adopted 2013 City of Duvall Development Design Standards; and the City's adopted Comprehensive Water System Plan prepared by Murray Smith and Associates, Inc., dated October 2011;

6. **Applicable Impact Fees and Facility Charges.** The provisions of DMC Chapter 14.58 (Impact Fee Assessments – Parks, Roads and Schools); provided, however, because development of property will occur in phases the impact fees shall be assessed and paid as follows:

- (a) **School Impact Fees.** The City is currently in the process of amending the DMC to allow School Impact Fees to be assessed and collected when building permits are obtained. School Impact Fees assessed for Phase 1 and Phase 3 (residential parcels) shall be due in accordance with DMC 14.58.050.A at time of building permit.
- (b) **Park Impact Fees.**
  - i. Developer will receive 84 Park Impact Fee credits consistent with the MOU (Exhibit C) for dedication of property in 1995.
  - ii. Developer shall receive Park Impact Fee credits in the amount of \$87,000.00 for the dedication of the C2 Commercial Parcel. The amount of this credit is based on the undeveloped assessed value of the C2 Commercial parcel consistent with the Commercial Appraisal dated October 29, 2014 (Exhibit F).
  - iii. Developer shall receive Park Impact Fee credits for the value of the C2 Commercial Parcel improvements consistent with the Park Credit Analysis Estimate (Exhibit G). The amount of the credit shall be based on final construction costs upon completion of Phase 2.
  - iv. After the credits discussed above, if there are any remaining park impact fees assessed against Phase 1 and Phase 3, the Impact Fee shall be at the vested 2015 rate and due upon and in conjunction with the issuance of residential building permits in accordance with DMC 14.58.050.B and for up to five years from the approval date of the Development Agreement. The project / property cannot receive a refund or payment from the city if the credits for work provided are more than the assessed fee.
  - v. No school or community park impact fees shall be assessed for development of C1 Commercial Parcel, C2 Commercial Parcel, or C3 Commercial Parcel in accordance with DMC 14.58.020 - .050, Assessment of Impact Fees; provided, however, that in the event that any residential units are proposed to be constructed within the Commercial Tracts, and in the event that there is not any park impact fee credit remaining, then park impact fees shall be vested to the

2015 rate and due and payable in accordance with section 5(d)(ii) above and for up to ten years from the approval date of the Development Agreement.

- (c) **Traffic Impact Fees.** The Parties agree that the Project I-2 widening improvements impact the existing Thayer Creek road culvert and that any necessary modifications to the Thayer Creek culvert will be recognized as part of Project I-2. The Developer will receive 56 percent of the cost of the Project I-2 improvements as traffic impact fee credit in accordance with the City's 2008 Transportation Element Update methodology. The Parties agree that the remainder of the SR-203 frontage improvements will be recognized under Project R-2 and that the Developer will receive 10 percent of the cost of improvements as traffic impact fee credit in accordance with the Transportation Element Update methodology.

The Parties agree that the Developer will work with the City's preferred design and curb line shown within the City's ROW/ Channelization plans for the State Route (SR) 203 Safety Improvements and Road Reconstruction project shown on Exhibit F. The Developer will receive 100 percent of the associated increased cost of the improvements and associated wetland/critical area mitigation work (walls, fill, permits, sensitive area mitigation, etc.) north of the NE 143<sup>rd</sup> Place intersection as traffic impact fee credits for all costs associated with meeting the City's preferred sidewalk design associated with widening the sidewalk from five (5) feet to eight (8) feet.

- i. The amount of the Traffic Impact Fee for each individual residential building permit and for each commercial building permit shall be vested to the 2015 fee for five years from the approval date of Development Agreement.
- ii. Developer will receive traffic impact fee credits in an amount to be determined using actual construction cost upon completion of the SR203 frontage construction. The residential traffic impact fees credit is estimated at \$567,270.00 for 99 units based on the Construction Cost Estimate attached hereto as Exhibit G. Any Traffic Impact Fees remaining due after application of the credits shall be vested to the 2015 fee, and due upon and in conjunction with the issuance of a residential or commercial building permits in accordance with DMC 14.58.050.C and the following sections.
- iii. The amount of Traffic Impact Fee Credit available may not exceed the eligible cost of constructed fee-creditable SR203 frontage improvements. Phase 1 requested credit for any bonded SR203 frontage improvements will only be allowed if the credit amount for bonded work is set in escrow at time of request. Traffic Impact fee set aside in escrow shall be released upon construction of an equal cost of additional fee-creditable SR203 frontage. Escrow credit shall be forfeited to the City of Duvall should the remaining SR203 frontage improvements be constructed by the City.
- iv. Traffic Impact Fee Credit shall be allocated on an average per residential parcel basis. In the event that additional credit is available following residential development it shall be allocated on an average per commercial lot basis. In the event that there are not any credits remaining after the credits have been

Commented [BEB4]: Phase 1 FP

Commented [BEB5]: Only north of 143<sup>rd</sup> - they are only getting 100% credit because of sensitive area impacts- otherwise they get the standard credit. All improvements south of the intersection cannot be reduced because there are no physical or SA constraints.

Commented [BEB6]: Need updated cost summary sheet

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applied to the Phase 1 and Phase 3 residential and that payment of Traffic Impact Fees is required for the C1 Commercial Parcel then the Traffic Impact Fees for C1 Commercial Parcel shall be vested to the 2015 fee, and due upon and in conjunction with the issuance of a building permit for said commercial parcel in accordance with DMC 14.58.050.C.

- v. Traffic Impact Fees required for Commercial Parcel C2 shall not be paid by the developer as it will be dedicated to the City.
  - vi. Traffic Impact Fees required for Commercial Parcel C3 shall be vested to the 2015 fee, and due upon and in conjunction with the issuance of a building permit for said commercial parcel in accordance with DMC 14.58.050.C.
  - vii. Residential Traffic Impact Fees shall be vested to the 2015 fee for five years and commercial Traffic Impact Fees are vested for ten years from the approval date of the Development Agreement. Upon completion of the SR203 frontage improvements Traffic Impact Fees for the project will be deemed permanently vested to the 2015 fee.
- (d) **Sewer General Facility Charges** – The provisions of DMC Chapter 9.04.110 (Sewer General Facility Charge) impose a sewer general facilities charge; provided, however, because development of property will occur in phases charges shall be assessed per the final plat of each specific phase and paid as follows:
- i. If city code is modified to allow for collection of sewer fees at time of building permit issuance the applicant shall have the option to take advantage of the modified policy.
  - ii. Sewer General Facility Charges for the residential lots shall be vested to the 2015 fee for up to five years from the approval date of the Development Agreement.
  - iii. Sewer General Facility Charges for Commercial Parcels shall be vested to the 2015 fee for up to ten years from the approval date of the Development Agreement.
  - iv. At this time there is no expectation of a Sewer General Facility Charge for C2 Commercial Parcel as it will be a parking lot, dedicated to the City and is not proposed to connect or impact the sewer system.
- (e) **Water Capital Improvement and Connection Charges** – The provisions of DMC Chapter 9.02.020, Water Capital Improvement Charge, impose a general facilities charge; provided, however, because development of property will occur in phases charges shall be due prior to issuance of building permits for each residence or commercial structure. Water Capital Improvement and Connection Charges will be charged as follows:

- i. Water Capital Improvement and Connection Charges for the residential lots shall be due at building permit and vested to the 2015 fee for up to five years from the approval date of the Development Agreement.
  - ii. Water Capital Improvement and Connection Charges for Commercial Parcels shall be vested to the 2015 fee for up to ten years from the approval date of the Development Agreement;
  - iii. Water Capital Improvement and Connection Charges for C2 Commercial Parcel shall be waived as it will be dedicated to the City;
7. **No Waiver of Police Power.** The Parties recognize that the City cannot contract away its police power, including its zoning authority. Per RCW 36.70B.170(4), the Parties represent, warrant and agree that the execution of this Development Agreement is a proper exercise of the City's police power and contract authority and that the City hereby reserves the authority to impose new or different regulations to the extent required by a serious threat to public health, safety and general welfare.
8. **Public Benefits.** The City recognizes the public benefits that will accrue from this Development Agreement, including but not limited to tax revenue generated by the development, use and sale of the Property and new housing; certain improvements to the Property, including improvements along SR-203, a new City park with connection to the Snoqualmie Valley Trail, an improved streetscape through landscaping and the Required Infrastructure Improvement Plan; and potential job creation for the community due to the development and use of the Property.
9. **Recording.** Per RCW 36.70B.190, this Development Agreement shall be recorded with the King County Assessor within 10 (ten) business days of its mutual execution by the Parties. The Developer shall be responsible for recording this Development Agreement at its sole cost and expense.
10. **Transfer of Ownership.** A conveyance of all or any portion of the Property through any means shall not impair, extinguish or otherwise affect any right, obligation, duty, term or provision of this Development Agreement. Any purchaser and/or assignee of all or any portion of the Property shall have the same rights, obligations and or duties under this Development Agreement as the Party from which it purchased or otherwise obtained an interest in all or a portion of the Property and shall have the right to enforce this Development Agreement against the other Party.
11. **Third Parties.** This Agreement is not intended to and shall not be construed by any person, entity, Party, , third party, court, administrative body, arbitrator or other adjudicative body as benefiting any third party. The provisions of this Agreement are solely for the benefit of the Parties, their heirs, successors and assigns.
12. **Amendment or Termination.** Per RCW 36.70B.180, unless amended or terminated, this Development Agreement shall be enforceable during its Term. In the event that the City amends, adopts, or repeals any of the Development Standards referenced in section 5 subsequent to the Effective Date, the Developer may request in writing that the newly-adopted code, regulation and/or standards shall apply to the Property and the Parties mutually agree to amend this Development Agreement to include the new code, regulation and/or standard. Any

request for amendment shall subject to a public hearing and City Council approval. Provided, however, for code amendments, the Developer may apply to the City for either a Minor/Major Modification to Preliminary Plat or a Subdivision Alteration under DMC 14.66.100, as provided herein.

13. **Satisfaction Of Prior Agreements.** The Parties agree that the 2003 Thayer Barn Community Arts Center Management and Operation Agreement, the Amended Pre-Annexation Agreement (King County AFN. 9504191225), and the 2000 Settlement Agreement (King County AFN 20010130000904) will no longer be in effect or enforceable after the Parties record a Satisfaction and Release of all obligations under the Amended Pre-Annexation Agreement (King County AFN. 9504191225) and the 2000 Settlement Agreement (King County AFN 20010130000904) upon Developer's dedication of the C2 Commercial Parcel to City and Developer's receipt of the agreed upon Park Impact Fee Credits as described herein.
14. **Entire Agreement; Modification.** This Development Agreement, including all referenced attachments represents the entire agreement of the Parties with respect to the subject matter thereof. There are no other agreements, oral or written, except as expressly set forth herein. This Development Agreement may not be altered, changed, modified, or amended except by an instrument in writing signed by all Parties hereto.
15. **Severability.** If any provision of this Development Agreement is determined to be unenforceable or invalid by a court of law, then this Development Agreement shall thereafter be modified to implement the purpose and intent of the Parties to the maximum extend allowable under the law.
16. **Applicable Law.** This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
17. **Disputes.** In the event a dispute arises under this Development Agreement and prior to commencing any action in court, the Parties agree that they shall engage in at least one (1) full day of mediation with a mutually-selected mediator. The cost of the mediator shall be shared equally, and each Party shall bear its own costs, including legal fees, if any, in conjunction with the mediation. If the Parties are unable to resolve the dispute through mediation, then an action may be commenced in the Superior Court. If necessary to prevent the lapsing of any statute of limitation, the time for filing any action under this Development Agreement shall be tolled until ten (10) court days after mediation has completed. In the event of legal action to enforce this Development Agreement, the prevailing Party shall be entitled to recovery of reasonable attorneys' fees and costs.
18. **Notices.** Any notice under this Development Agreement transmitted by facsimile, electronic mail or hand delivery shall be deemed effective upon receipt. If notice is by First Class U.S. mail, notice shall be deemed effective 48 (forty-eight) hours after deposit.

Notices to the City shall be sent to:

City of Duvall, City Clerk  
c/o Planning Department  
PO Box 1300  
Duvall, WA 98019

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lara.thomas@duvallwa.gov

Notices to the Developer shall be sent to:

1303-WLD Duval Village, LLC  
c/o Melanie Clark  
Westcott Holdings, Inc.  
1010 Market Street  
Kirkland, WA 98033  
mclark@westcotthomes.com

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I, Will Ibershof, Mayor of the City of Duvall, am the duly authorized representative and agent of the City of Duvall, Washington, I am competent, and I have the authority to enter into this Development Agreement and thereby bind the City of Duvall.

\_\_\_\_\_  
Will Ibershof, Mayor, City of Duvall

\_\_\_\_\_  
Date

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

Duvall Village Development Agreement – staff version

I, Mark Donner, am the duly authorized representative and agent of 1303-WLD Duvall Village, LCC, a Washington limited liability company, I am competent, and I have the authority to enter into this Development Agreement and thereby bind 1303-WLD Duvall Village, LLC.

\_\_\_\_\_  
Mark Donner, Member

\_\_\_\_\_  
Date

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(Printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

EXHIBIT A

Legal Description of the Property

That portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 26 North, Range 6 East, W. M., in King County, Washington, lying Westerly of State Highway 15B;  
Except that portion condemned in King County Superior Court Cause No. 73343 for the Chicago, Milwaukee and Puget Sound Railway Company right-of-way;  
And except the East 157 feet of the South 150 feet thereof;  
And except the following described real property:  
Commencing at the Northeast corner of that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 26 North, Range 6 East, W. M., in King County, Washington, lying Westerly of State Highway 15B;  
Thence South 04°01' East, 200 feet;  
Thence Westerly parallel with the North line of said Northwest Quarter of the Northwest Quarter, 175 feet;  
Thence Northwesterly 225 feet, more or less, to a point on said North line which is 260 feet Westerly of the point of Beginning;  
Thence Easterly along said North line 260 feet to the point of beginning;  
And as modified by the Boundary line Adjustment and Quit Claim Deed, dated December 23, 1998, recorded under King County Recording No. 9902041611;  
And as modified by the Boundary line Adjustment and Quit Claim Deed, dated June 27, 1998, recorded under King County Recording No. 9811022163;  
And which Boundary Line Adjustments are depicted on the survey performed by Leonard E. Emerson, filed for record on September 14, 1998, in Volume 124 of Surveys, at page 231, under King County Recording No. 9809249002;  
Situate in the County of King, State of Washington.

**EXHIBIT B**

**Preliminary Plat**

**[The remainder of this page is intentionally left blank.]**

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

[The remainder of this page is intentionally left blank.]

EXHIBIT D

SEPA MDNS

[The remainder of this page is intentionally left blank.]

EXHIBIT E

Required Infrastructure Improvement Plan  
[The remainder of this page is intentionally left blank.]

EXHIBIT F

Commercial Appraisal

**[The remainder of this page is intentionally left blank.]**

EXHIBIT G

Park and Traffic Credit Analysis Estimates

**[The remainder of this page is intentionally left blank.]**



## Development Agreement Summary 1/5/15

1. Vesting Residential Fees to 2015 fee for 5 years and Commercial Fees to 2015 Fee for 10 years
  - Park
  - Traffic
  - Sewer
  - Water
2. Vesting Development Regulations for Commercial for 10 years, 5 years for Residential
3. Phasing
  - Phase 1 (55 residential units); includes fine grade and hydroseed of Phase 4.
  - Phase 2 (park and DFA parcel) – Within 5 years of approval of residential.
  - Phase 3 (44 residential units)
  - Phase 4 (commercial w/ ability to change if zoning and code changes are made in the future); within 5 years of approval.
4. Park Credits
  - 84 units credit for previously dedicated parcel (based on \$1000 per unit fee but equal to \$337,092 at 2014 rate)
  - \$87,500 credit for C2 parcel upon dedication to City.
  - Estimated additional park credit of \$560,000.
5. Traffic Credits
  - 100% for difference in cost between current proposal (City design) vs Centered Channelization
  - 56% for I-1
  - 10% for R-2
  - Estimated total credit \$363,500 for \$966,000 in improvements (37.5%?).
  - Current estimates do not yet include PSE or mitigation cost estimates.
  - Pre-determined number of credits can be used prior to completion of SR203 improvement –see DA condition
  - After credit Project will still be required to pay approximately \$200,000 traffic impact fees for residential development.
6. Model Homes – 1 building per residential phase with up to 5 units.
7. Allows Deferral of Sewer Connection Fees if City Council passes revision of DMC 9.04 to allow it.



After Recording, Return to:

Johns Monroe Mitsunaga Kolouskova PLLC

Suite

Bellevue, WA 98004

City of Duvall - City Clerk  
PO Box 1300  
Duvall, WA 98019

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF DUVALL AND RIO VISTA JOINT VENTURE**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_, 2014, by and between the City of Duvall, a noncharter optional code Washington municipal corporation (hereinafter the "City") and RIO VISTA JOINT VENTURE, a joint venture (hereinafter the "Developer"). The City and the Developer are each a "Party" and collectively the "Parties" to this Development Agreement.

Pursuant to the authority granted by RCW 36.70B.170 through .210 and Duvall Municipal Code ("DMC") Chapter 14.08, the City and the Developer enter into this Development Agreement in order to facilitate and to promote the development of that certain real property located within the City as described and depicted in **Exhibit A** hereto (the "Property") consistent with the terms, conditions and provisions of this Development Agreement, effective as of the date above (the "Effective Date").

**RECITALS**

WHEREAS, the Developer is a joint venture formed under the laws of the State of Washington for investment and development of the Property, the ownership of which is comprised of four (4) separate property owners;

WHEREAS, the State legislature, through the enactment of RCW 36.70B.170 through .210, has granted the City the authority to enter into a development agreement with a person having ownership or control of real property within its jurisdiction;

WHEREAS, the City has adopted regulations allowing for the City to enter into development agreements, as set forth in DMC Chapters 14.08 (Permit Processing)

WHEREAS, the Property is located within the City's R-12 Zoning District established under DMC Chapter 14.14 and the Developer is desirous of applying for subdivision of the Property;



WHEREAS, on February 29, 2009 (Ordinance NO. 1077)\_ the 2009 Parks Trails and Open Space Plan that identified a neighborhood park with in the NE 143<sup>rd</sup> corridor area. The City adopted a capital improvement plan for acquisition of real property to develop a neighborhood park in the general area of 143<sup>rd</sup> Street NE, between Third Avenue NE and 272<sup>nd</sup> Avenue NE (the "Neighborhood Park") on XXXXX (Ordinance NO. XX;

WHEREAS, the City and Developer enter into this Development Agreement to facilitate the development of the Neighborhood Park as part of the development of the Property and to address ancillary issues thereto.

WHEREAS, the Developer will voluntarily convey the Neighborhood Park Property to the City at Final Plat in the general area described and depicted in Exhibit C hereto and incorporated herein by reference.

WHEREAS, development of the Property will include installation of the Neighborhood Park in accordance with an approved plan referenced herein;

WHEREAS, the Parties acknowledge and agree that construction of the Preliminary Plat may be finalized over a period of seven (7) years per RCW 58.17.140.

WHEREAS, in addition to allowing for phased development, pursuant to RCW 36.70B.170(1), the Parties acknowledge and agree that the purpose of this Development Agreement shall be to establish the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the Property (hereinafter, "Development Standards") for the duration specified herein to those Development Standards in effect as of the date of vesting of the land use applications for development of the Property (hereinafter, "Vesting Date");

WHEREAS, pursuant to RCW 36.70B.170(3), the Parties agree that this Development Agreement contains the Development Standards including, but not limited to: (a) project elements such as permitted uses, intensities and/or building sizes; (b) the amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, , or dedications; (c) mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW; (d) design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features; (e) parks and open space preservation; (f) phasing; (g) review procedures and standards for implementing decisions; (h) a build-out or vesting period for applicable standards; and (i) any other appropriate development requirement or procedure;

WHEREAS, pursuant to RCW 36.70B.170(4), the Parties recognize and agree that the execution of a development agreement is a proper exercise of the City's police power and contract authority, that a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities, and that a development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety;



WHEREAS, the Parties acknowledge and agree that the proposed development set forth and shown in the Preliminary Plat , the Required Infrastructure Improvement Plan and the Neighborhood Park Plan, as mitigated through the MDNS, constitutes a public benefit by, *inter alia*, providing an increased tax base, housing, employment opportunities, recreational opportunities and an enhanced streetscape;

WHEREAS, the City Council finds that this Development Agreement and the Preliminary Plat and the Neighborhood Park Plan, as mitigated through the MDNS, are generally consistent with the City's development regulations and that any potential issues related to the time period of and phasing plan set forth in this Development Agreement are offset by the benefits to be received by the City and the public; and

WHEREAS, pursuant to RCW 36.70B.200 and DMC Chapter 14.08, a public hearing regarding the form and substance of this Development Agreement was held before the City Council on \_\_, 20\_\_, and on \_\_, 20\_\_ the City Council enacted a resolution authorizing the Mayor to enter into this Development Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **TERMS OF AGREEMENT**

1. **Effect of Recitals.** The Parties hereby incorporate the Recitals and **Exhibits A through D** hereto as material terms to this Development Agreement as if fully set forth in this paragraph.
2. **Binding Effect and Term.** Per RCW 36.70B.190, this Development Agreement is binding on the Parties and their successors and assigns for a period of seven (7) years, commencing on the date of preliminary subdivision approval ( the "Term"). In the event that the development contemplated herein is not commenced and completed within the Term, or within an approved extended timeframe in accordance with Section 3 below, then this Development Agreement shall forever lapse and shall be of no further force or effect.
3. **Application for Subdivision; SEPA.** The Developer shall apply for a subdivision of the Property within one hundred and twenty (120) days following the date of mutual execution of this Agreement (the "Subdivision Proposal"); the Subdivision Proposal shall be generally consistent with the site plan depicted in Exhibit B hereto; for the purposes of this Agreement, "generally consistent" shall mean that the number and type of building lots, Amenities, and locations of boundaries, streets, sidewalks and improvements thereto may vary in size or shape provided that on the whole, the project generally meets the regulatory requirements of the City. . The City shall conduct SEPA review as part of the adoption of this Agreement. As part of the SEPA decision for the Subdivision Proposal, the City shall incorporate the terms of said SEPA review as SEPA mitigation measures for the subdivision.
4. **Conveyance of Neighborhood Park Property to City at Final Plat Approval.** The Developer shall convey to the City approximately      acres of real property to the City for the Neighborhood Park, the approximate location of which is depicted in **Exhibit B** hereto (the "Neighborhood Park Property"). The exact boundaries of the Neighborhood Park Property shall be determined as part of the preliminary subdivision approval, but shall generally be



consistent with the approximate locations identified in Exhibit B, and subject to the application of the City's land use applications to the Property for the Subdivision Approval. In the event of disagreements between the Developer and the City as to the exact boundaries of the Neighborhood Park, the parties shall work together in good faith to resolve such disagreements, with the basis of such good faith being ensuring that the Subdivision meets with all of the regulatory requirements of the City. Following preliminary subdivision approval and as part of the submittal for construction drawing approval for the Subdivision, the exact location of the boundary of the Neighborhood Park shall be surveyed and the legal description thereto shall be attached to this Agreement as Exhibit C. The Developer shall convey the Neighborhood Park Property to the City at final plat approval.

**5. Neighborhood Park Improvements.** To obtain final plat approval for the Subdivision, the Developer shall install and bond for the required improvements for the Neighborhood Park. The parties agree that the following improvements shall be installed within the Neighborhood Park: play equipment for children between the ages of 2 and 12, hard active recreation surface over the storm detention vault, walking paths, bicycle racks, benches, and landscaping (the "Improvements"). The Developer shall commission a qualified design professional to create a park plan which includes the Improvements (the "Park Plan") consistent with the required features and uses identified in the City of Duvall Park Trails and Open Space Plan (PTOS) and shall submit "Park Plan" to the City as part of the Preliminary Subdivision for the City's review and approval, along with an engineer's cost estimate for the park, which shall not be unreasonably withheld. The total cost of the Improvements and the Design Documents shall not exceed two hundred and fifty thousand dollars and No/00's (\$250,000). Upon approval of the Park Plan, a copy shall be appended to Exhibit "C" of this Agreement.

**Commented [SL1]:** Cost of the park project is not anticipated to exceed \$250,000.

**6. Calculation of Density.** For the purposes of calculating density for the Subdivision Proposal, the City shall deduct from the Property's gross acreage that portion of the Property to be conveyed to the City for the Neighborhood Park that is in excess of the 10% open space requirement.

**7. Consideration to Developer for Neighborhood Park Property Conveyance and Improvement.** As consideration to the Developer for conveyance of the Neighborhood Park Property to the City and improvements thereto, the City and the Developer agree as follows: provided that the Developer file a complete application for subdivision of the Property consistent with Section 3 of this agreement. The Developer shall receive a credit against the Park Impact Fees for the agreed upon Improvements. In order to determine the credit amount, all invoices, supporting documents, bills and all other associated paperwork identifying costs associated with the Neighborhood Park must be submitted for review and approval to the City prior to finalizing credit amounts. Allowed expenses include but are not limited to all landscaping, active and passive recreation areas and surfaces, play equipment and fixtures, trails, bonding, the east stormwater facility vault cover, plus twenty five percent (25%) of physical installation costs (hard costs) (herein, the "Credit"). The credit shall not include costs associated with developing the 10% open space and any of its associated improvements as required and installed in accordance with DMC14.34 and 14.64. In the event that the total Credit earned by the Developer for Neighborhood Park Improvements exceeds the Total Impact Fees assessed, the

**Commented [LT2]:** At the last Council Workshop – council (non-majority and not by vote) favored an open detention system vs. active recreation over a vault. PC favored the covered vault with improvements. Staff requests further direction on this item. Council (non-majority and not by vote) favored a 250K dollar limit for park improvements. Staff requests further direction on this item.

**Commented [SL3]:** Still needs to be passed by Council but could disappear...this is equal to 125% of the contractors costs which is still less than the City would expect to pay for the park improvements if they were to install them.



Developer will not receive any further compensation from the city and the credits are then expunged and are non-transferable outside of the project.

**8. Ownership and Maintenance of Storm Detention Facilities.** Upon final plat approval, the storm detention, retention and water quality systems constructed as part of the Subdivision shall be conveyed to, and owned by, the City. The Storm Detention Facility shall be maintained by the City following approval and completion of the Developer's 2-year maintenance bond responsibilities.

Commented [BEB4]: BEB 5/23/14

**9. Development Standards.** Except as otherwise provided herein, this Development Agreement shall vest the Property to the following Development Standards in effect as of the Vesting Date for the Term of this Development Agreement as set forth below:

(a) **Allowed Uses.** The uses set forth in DMC Chapter 14.14, including but not limited to the specific uses set forth in DMC 14.14.020 (Permitted Uses), .030 (Accessory Uses) and .040 (Conditional Uses); any use allowed pursuant to DMC Chapter 14.68 (Conditional Use Permit Criteria), DMC Chapter 14.74 (Reasonable Use Exception), and / or DMC Chapter 14.76 (Nonconformance and Reuse Standards); and any other regulations that apply to property within the City's R-12 Zoning District;

(b) **Applicable Standards.** The City's adopted Comprehensive Plan; the standards set forth in DMC Titles 8 through 10, and 14; the adopted 2013 City of Duvall Development Design Standards; and the City's adopted Comprehensive Water System Plan prepared by Murray Smith and Associates, Inc., dated October 2011;

(c) **Impact Fees.** The provisions of DMC Chapter 14.58 (Impact Fee Assessments – Parks, Roads and Schools); provided, however, that impact fees shall be assessed and paid as follows:

i. School impact fees assessed for each Phase shall be due upon, in the amounts and in conjunction with respectively final plat approval (*i.e.*, one-half of the fee) and upon issuance of residential building permits (the second half of the fee) in accordance with DMC 14.58.050.A., provided that the amount of the fee for each individual residential building permit shall be the amount due at the time such permit issues;

ii. Park impact fees assessed for each Phase, less a prorata share of the Credit shall be due upon and in conjunction with the issuance of a residential building permit in accordance with DMC 14.58.050.B.;

iii. Road impact fees assessed for each Phase shall be due upon and in conjunction with the issuance of a residential building permit in accordance with DMC 14.58.050.C., provided that the amount of the fee for each individual residential building permit shall be the amount due at the time such permit issues.



(d) **Sewer General Facility Charges.** The provisions of DMC Chapter 9.04.110 (Sewer General Facility Charge) shall apply and charges shall be assessed and paid as follows:

i. Sewer General Facility Charges for the lots within each Phase shall be due upon final plat approval of each Phase in accordance with DMC 9.04.110.C.

(e) **Water Capital Improvement and Connection Charges.** The provisions of DMC Chapter 9.02.020 (Water Capital Improvement Charge) shall apply and charges shall be assessed and paid as follows:

i. Water Capital Improvement and Connection Charges for the lots within Phase 1 (the Residential Tract) shall be due upon Building Permit Application for a residence for each residence in accordance with DMC 9.02.020.

**10. No Waiver of Police Power.** The Parties recognize that the City cannot contract away its police power, including its zoning authority. Per RCW 36.70B.170(4), the Parties represent, warrant and agree that the execution of this Development Agreement is a proper exercise of the City's police power and contract authority and that the City hereby reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

**11. Public Benefits.** The City recognizes the public benefits that will accrue from this Development Agreement, including but not limited to tax revenue generated by the development, use and sale of the Property and new housing; certain improvements to the Property, including the pedestrian connection to NE 143<sup>rd</sup> Place, an improved streetscape through landscaping and the Required Infrastructure Improvement Plan; and potential job creation for the community due to the development and use of the Property.

**12. Recording.** Per RCW 36.70B.190, this Development Agreement shall be recorded with the King County Assessor within 10 (ten) business days of its mutual execution by the Parties. The Developer shall be responsible for recording this Development Agreement at its sole cost and expense.

**13. Transfer of Ownership.** A conveyance of all or any portion of the Property through any means shall not impair, extinguish or otherwise affect any right, obligation, duty, term or provision of this Development Agreement. Any purchaser and / or assignee of all or any portion of the Property shall have the same rights, obligations and / or duties under this Development Agreement as the Party from which it purchased or otherwise obtained an interest in all or a portion of the Property and shall have the right to enforce this Development Agreement against the other Party.

**14. Third Parties.** This Agreement is not intended to and shall not be construed by any person, entity, Party, shall not be construed by any person, Party, third party, court, administrative body, arbitrator or other adjudicative body as benefiting any third party. The provisions of this Agreement are solely for the benefit of the Parties, their heirs, successors and assigns.



15. **Amendment or Termination.** Per RCW 36.70B.180, unless amended or terminated, this Development Agreement shall be enforceable during its Term. In the event that the City amends, adopts, or repeals any of the Development Standards subsequent to the Effective Date, then the newly-adopted code, regulation and / or standards shall not apply to the Property unless either the Parties mutually agree in writing to amend this Development Agreement to include the new code, regulation and / or standard or the Developer terminates this Development Agreement in writing, which writing shall include an acknowledgment that the Property is thereafter subject to all then-effective codes, regulations and / or standards, including those adopted after the Effective Date. Any amendment or termination of this Development Agreement shall be recorded within ten (10) business days.

16. **Entire Agreement; Modification.** This Development Agreement consists of \_\_\_ (\_\_) pages exclusive of exhibits and signature blocks and represents the entire agreement of the Parties with respect to the subject matter thereof. There are no other agreements, oral or written, except as expressly set forth herein. This Development Agreement may not be altered, changed, modified, or amended except by an instrument in writing signed by all Parties hereto.

17. **Severability.** If any provision of this Development Agreement is determined to be unenforceable or invalid by a court of law, then this Development Agreement shall thereafter be modified to implement the purpose and intent of the Parties to the maximum extent allowable under the law.

18. **Applicable Law.** This Development Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

19. **Disputes.** In the event a dispute arises under this Development Agreement and prior to commencing any action in court, the Parties agree that they shall engage in at least one (1) full day of mediation with a mutually-selected mediator to be held in Bellevue, Washington. The cost of the mediator shall be shared equally, and each Party shall bear its own costs, including legal fees, if any, in conjunction with the mediation. If the Parties are unable to resolve the dispute through mediation, then an action may be commenced in the Superior Court. If necessary to prevent the lapsing of any statute of limitation, the time for filing any action under this Development Agreement shall be tolled until ten (10) court days after mediation has completed. In the event of legal action to enforce this Development Agreement, the prevailing Party shall be entitled to recovery of reasonable attorneys' fees and costs.

20. **Counterparts and Facsimile.** This Agreement may be executed in any number of identical counterparts. If so executed, each such counterpart will be deemed an original for all purposes, and all such counterparts will collectively constitute one agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. This Agreement may be executed by facsimile copy, and each signed copy will be deemed an original hereof.

21. **Notices.** Any notice under this Development Agreement transmitted by facsimile, electronic mail or hand delivery shall be deemed effective upon receipt. If notice is by First Class U.S. mail, notice shall be deemed effective 48 (forty-eight) hours after deposit.



Notices to the City shall be sent to:

City of Duvall, City Clerk  
c/o Planning Department  
PO Box 1300  
Duvall, WA 98019  
lara.thomas@duvallwa.gov

Notices to the Developer shall be sent to:

Rio Vista Investment LLC  
c/o Michael Reid  
PO Box 1282  
Bellevue, WA 98009  
reid\_dev@comcast.net



I, Will Ibershof, Mayor of the City of Duvall, am the duly authorized representative and agent of the City of Duvall, Washington, I am competent, and I have the authority to enter into this Development Agreement and thereby bind the City of Duvall.

\_\_\_\_\_  
Will Ibershof, Mayor, City of Duvall

\_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Will Ibershof is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



On Behalf of King County Tax Parcel #732580-0160:

We, James and Susan Burton, as husband and wife and the owners of King County Tax Parcel #732580-0160 (the "Property") and members of Rio Vista Joint Venture, have the authority to enter into this Development Agreement and thereby bind the Property and Rio Vista Joint Venture to this Agreement.

\_\_\_\_\_  
Susan Burton

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Burton

\_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Susan Burton is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that James Burton is the person who appeared before me, and said person acknowledged that he signed this instrument and







(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Steve Thomas is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

On Behalf of King County Tax Parcel #732580-0170: \_\_\_\_\_

We, Nancy Miller and Donna Verstrate, as tenants in common and the owners of King County Tax Parcel #732580-0170 (the "Property") and members of Rio Vista Joint Venture, have the authority to enter into this Development Agreement and thereby bind the Property and Rio Vista Joint Venture to this Agreement.

\_\_\_\_\_  
Nancy Miller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Donna Verstrate

\_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )



I certify that I know or have satisfactory evidence that Nancy Miller is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

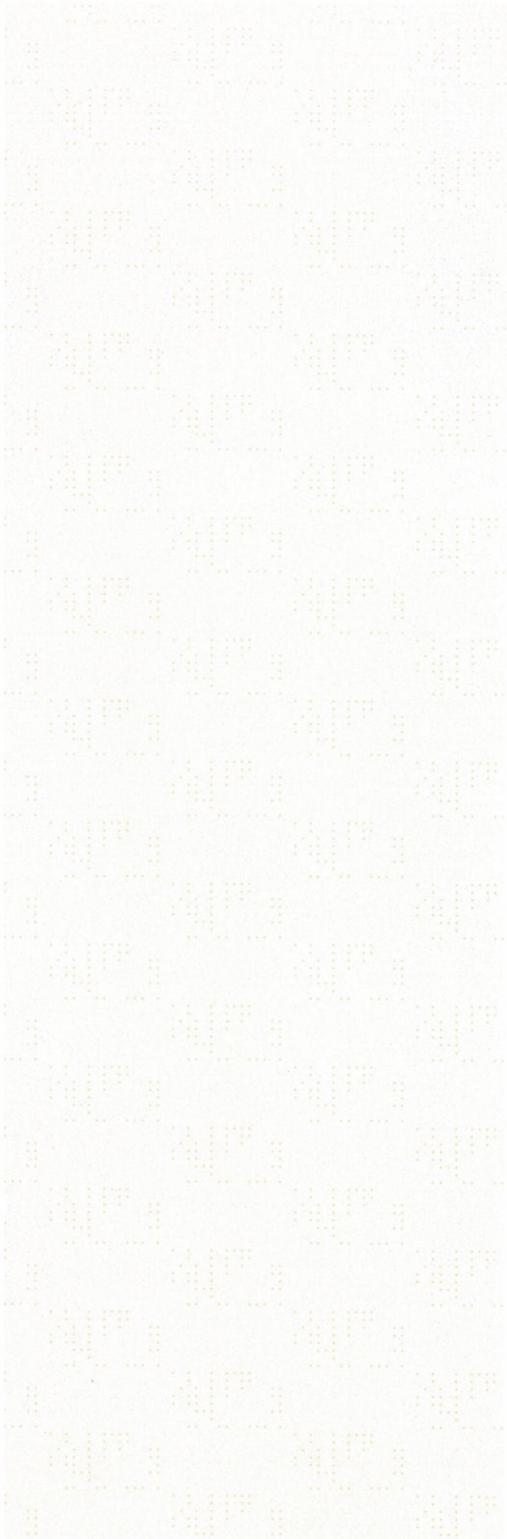
I certify that I know or have satisfactory evidence that Donna Verstrate is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

On Behalf of King County Tax Parcel #732580-0150:\_\_\_\_\_

We, Gary and Carolyn Willett, as husband and wife and the owners of King County Tax Parcel #732580-0150 (the "Property") and members of Rio Vista Joint Venture, have the authority to enter into this Development Agreement and thereby bind the Property and Rio Vista Joint Venture to this Agreement.





\_\_\_\_\_  
Carolyn Willett

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gary Willett

\_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Carolyn Willett is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

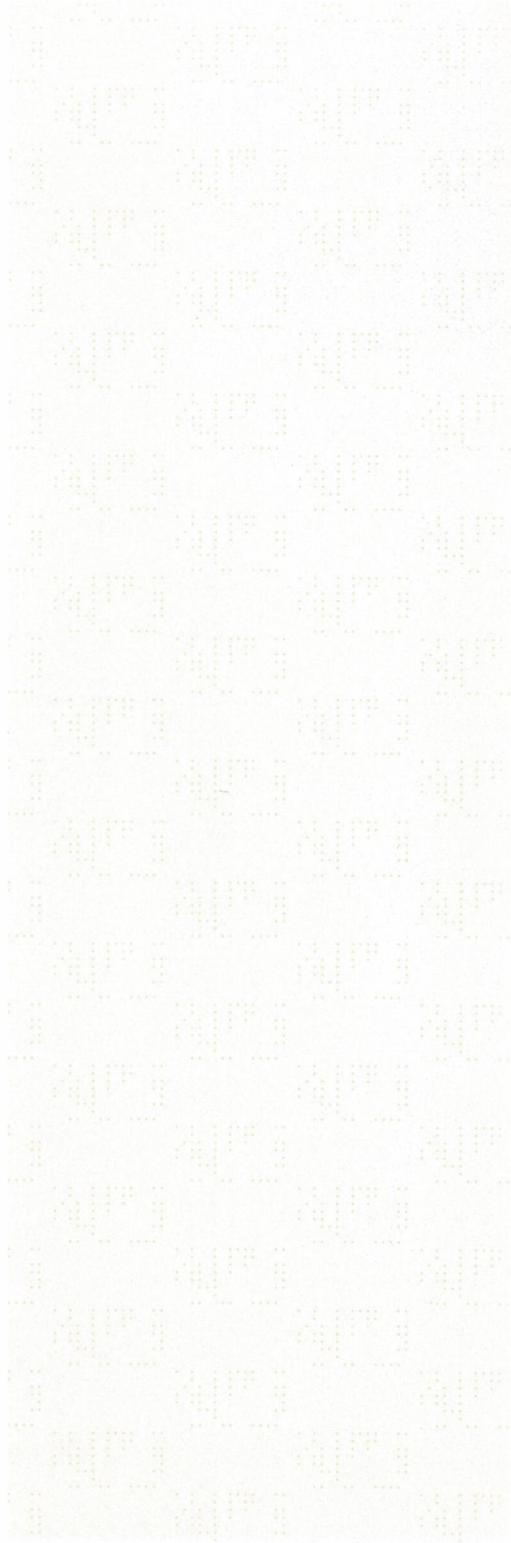
I certify that I know or have satisfactory evidence that Gary Willett is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_



(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_





I, Michael Reid, am the duly authorized representative and agent of Rio Vista Investment LLC and Rio Vista Joint Venture, I am competent, and I have the authority to enter into this Development Agreement and thereby bind Rio Vista Investment LLC and Rio Vista Joint Venture.

\_\_\_\_\_  
Michael Reid

\_\_\_\_\_  
Date

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Michael Reid is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED \_\_\_\_\_

\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Burton Property:

Street Address of Property:

27066 NE 143<sup>rd</sup> Place, Duvall, Washington 98019

Legal Description of Property:

King County Tax Parcel #732580-0160 (comprising approximately 3.70 acres) and legally described as:

Lot 16, Rio Vista Ranchettes, according to the plat thereof recorded in Volume 85 of Plat, Pages 86 and 87, Records of King County.

All situated in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.

Thomas Property:

Street Address of Property:

26854 NE 143<sup>rd</sup> Place, Duvall, Washington 98019

Legal Description of Property:

King County Tax Parcel #732580-0180 (comprising approximately 3.52 acres) and legally described as:

Lot 18, Rio Vista Ranchettes, according to the plat thereof recorded in Volume 85 of Plat, Page 86, in King County, Washington.

SUBJECT TO Easements, restrictions, reservations of record, if any.

ALSO SUBJECT TO a Deed of Trust dated July 9, 1981, recorded under Recording No. 81071150166, in favor of Donald R. Stewart, which Grantees herein agrees to assume and pay according to its own terms and conditions and hold Grantors harmless therefrom.

TOGETHER WITH a 1968 Marlette 12 x 68 Mobile Home, Serial No. 12260RKK15XW



All situated in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.

Verstrate Property:

Street Address of Property:

27028 NE 143<sup>rd</sup> Place , Duvall, Washington 98019

Legal Description of Property:

King County Tax Parcel #732580-0170, comprising approximately 3.54 acres and legally described as:

Lot 17, Rio Vista Ranchettes, according to the plat thereof recorded in Volume 85 of Plat, Pages 86 and 87, Records of King County.

All situated in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.

Willett Property:

Street Address of Property:

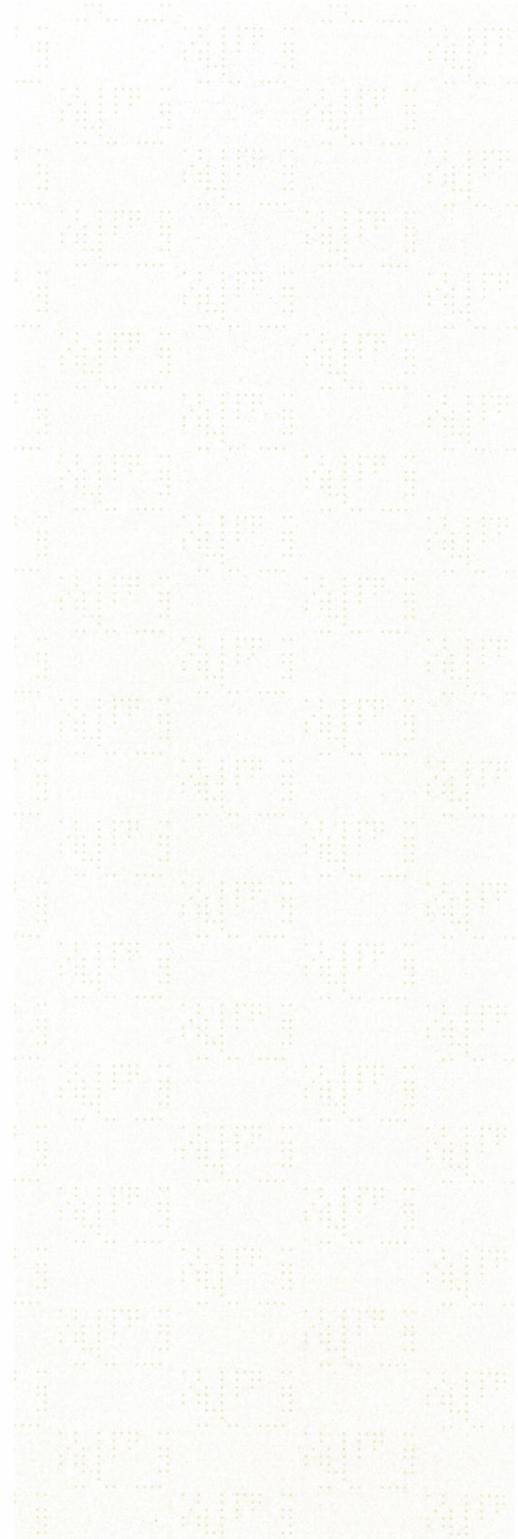
27065 NE 143<sup>rd</sup> Place, Duvall, Washington 98019

Legal Description of Property:

King County Tax Parcel #732580-0150, comprising approximately 1.96 acres and legally described as:

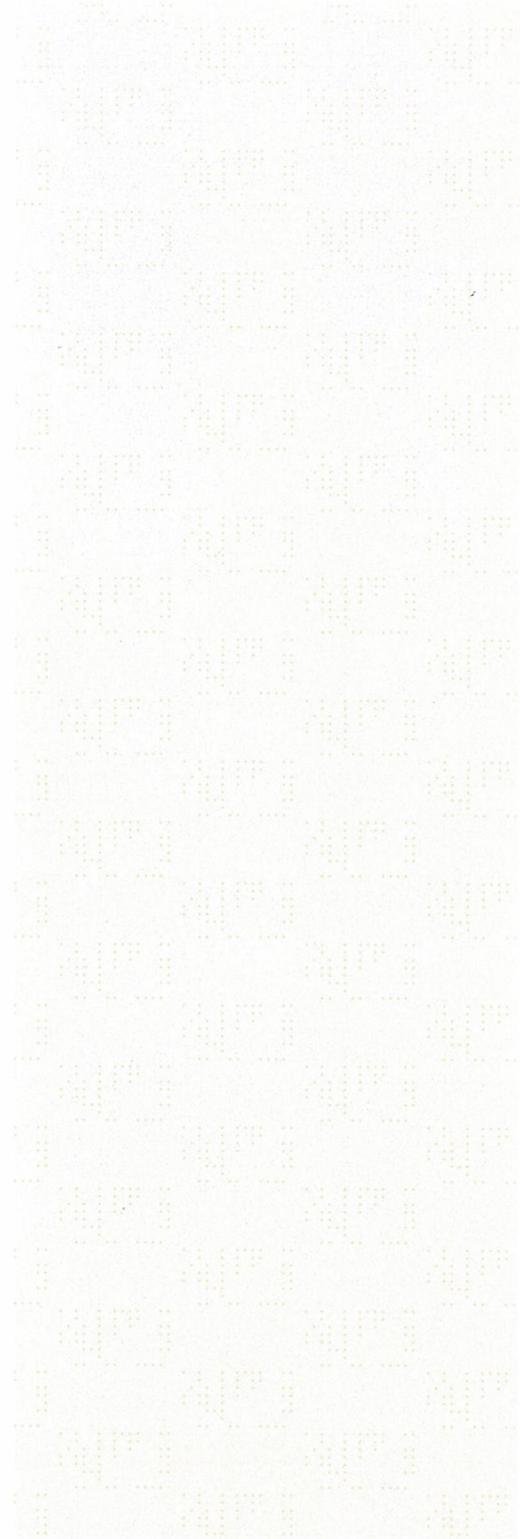
Lot 15, Rio Vista Ranchettes, according to the plat thereof recorded in Volume 85 of Plat, Pages 86 and 87, Records of King County.

All situated in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.



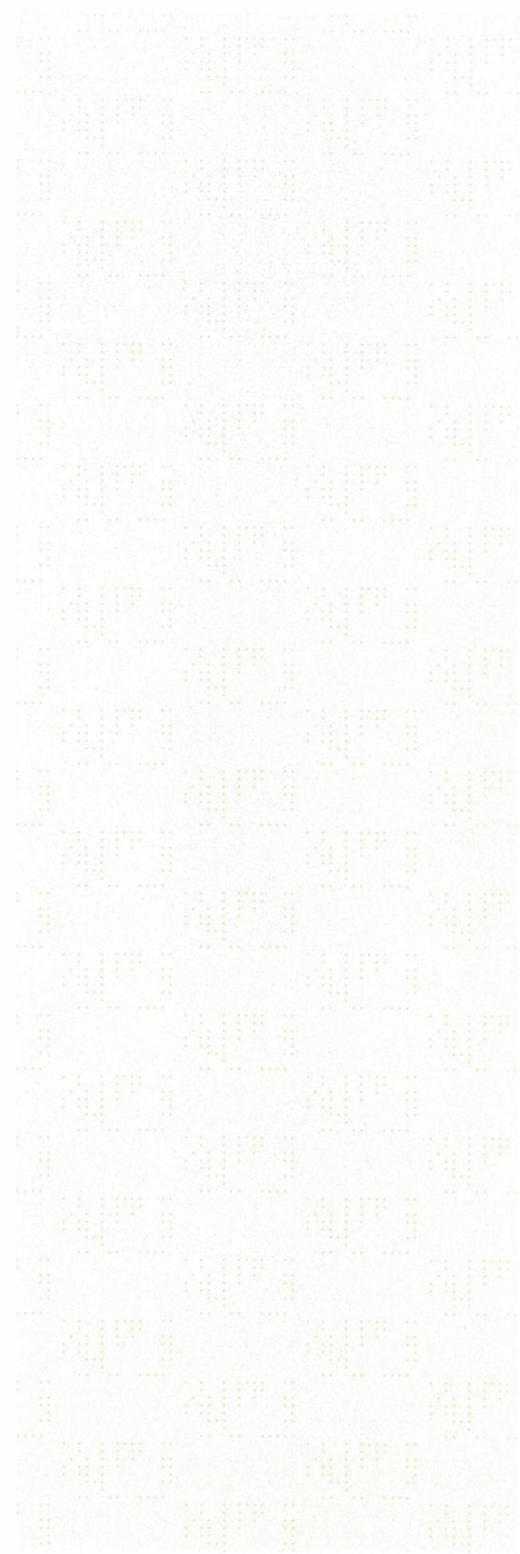


**EXHIBIT B**  
**PRELIMINARY SITE PLAN AND CONCEPTUAL LOCATION OF**  
**NEIGHBORHOOD PARK**

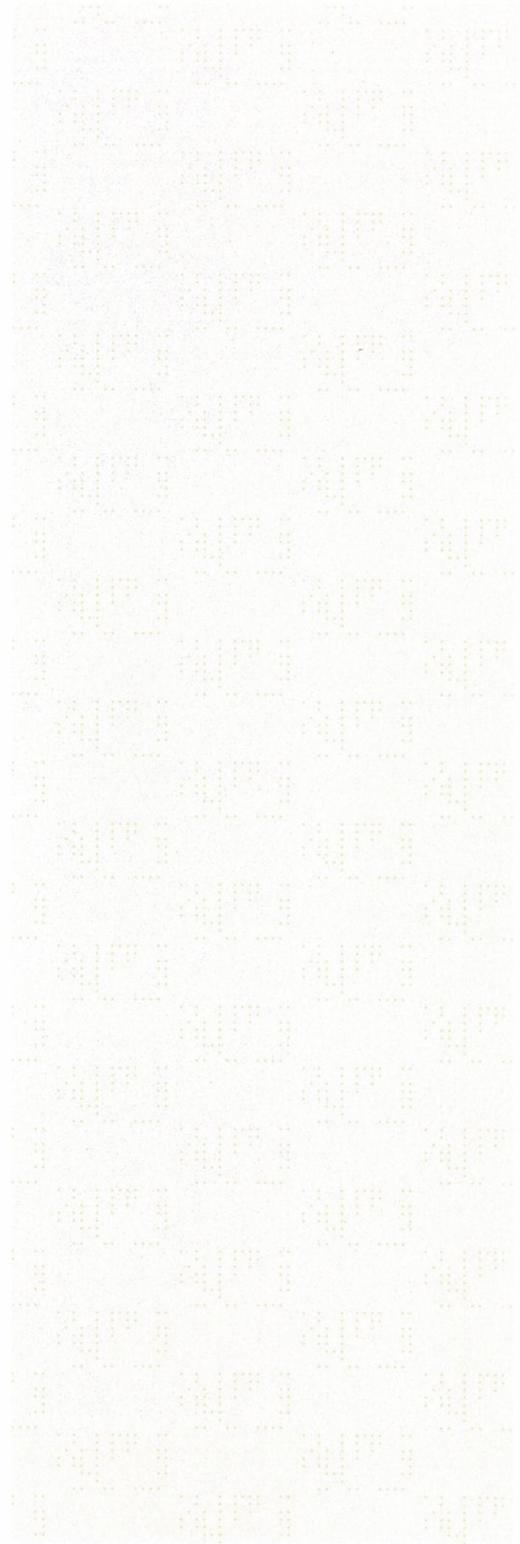




**EXHIBIT C**  
**LEGAL DESCRIPTION OF NEIGHBORHOOD PARK PROPERTY TO BE**  
**CONVEYED TO CITY.**









REVISIONS	BY

Consulting firm shall retain all rights in the drawings and shall be responsible for the drawings.



GHA Landscape Architects  
 10111 E. 16th Ave, Suite 100  
 Denver, CO 80232  
 TEL: 303.733.4400

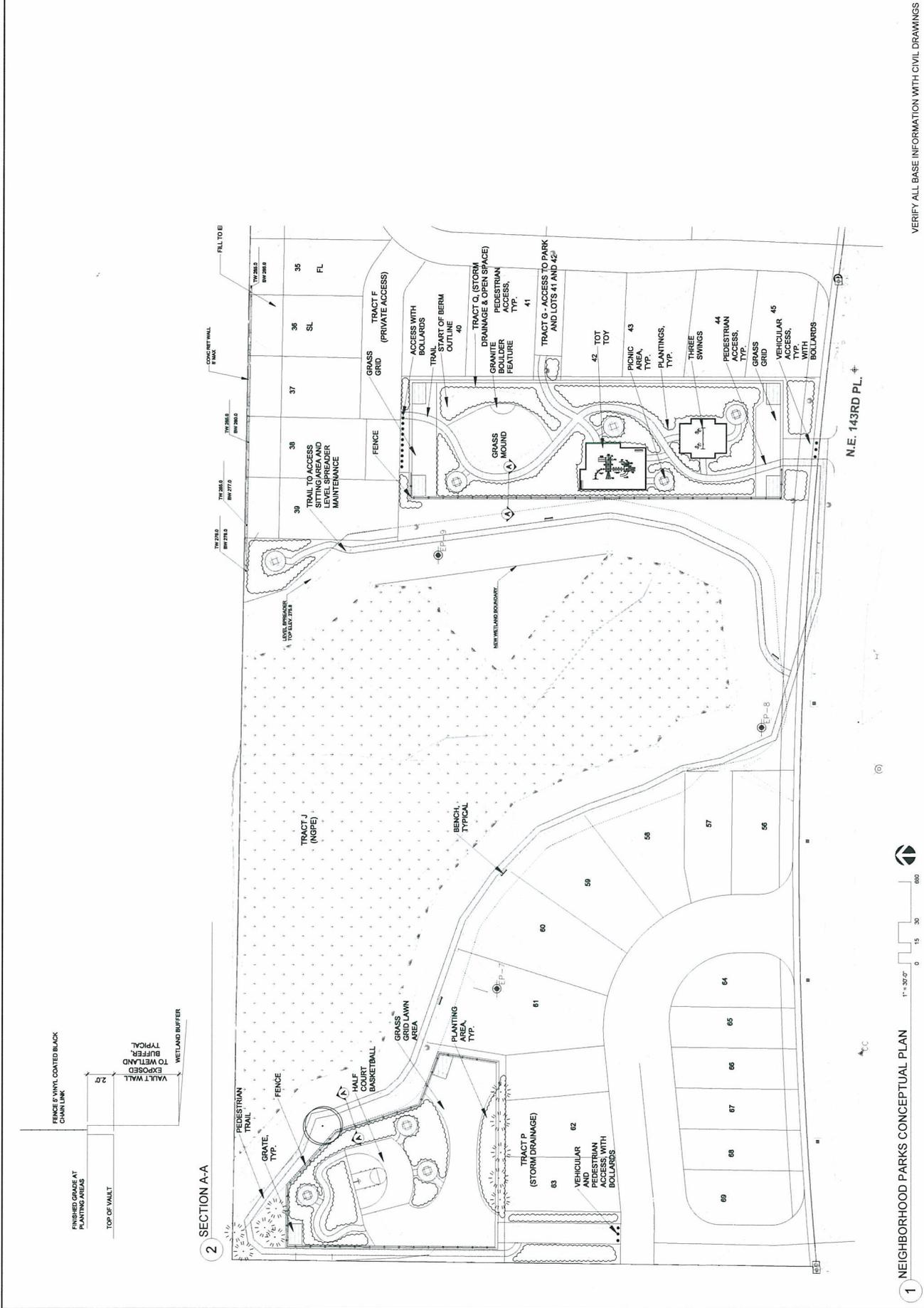
# CONCEPTUAL PLAN PROPOSED NEIGHBORHOOD PARKS RIO VISTA DEVELOPMENT DUALL, WA



DATE: 10-2-2014  
 SCALE: ON PLAN  
 DRAWN BY: NB  
 JOB: [unreadable]  
 SHEET: [unreadable]

## L1.0

1 of 2 SHEETS



VERIFY ALL BASE INFORMATION WITH CIVIL DRAWINGS

1 NEIGHBORHOOD PARKS CONCEPTUAL PLAN 1"=30.0'



REVISIONS

BY

This drawing is the property of GHA Landscape Architects and shall remain the property of GHA. All rights reserved.



GHA Landscape Architects  
10000 N. 10th Street, Suite 100  
Duvall, WA 98019  
TEL: 206.276.1000 FAX: 206.276.1001

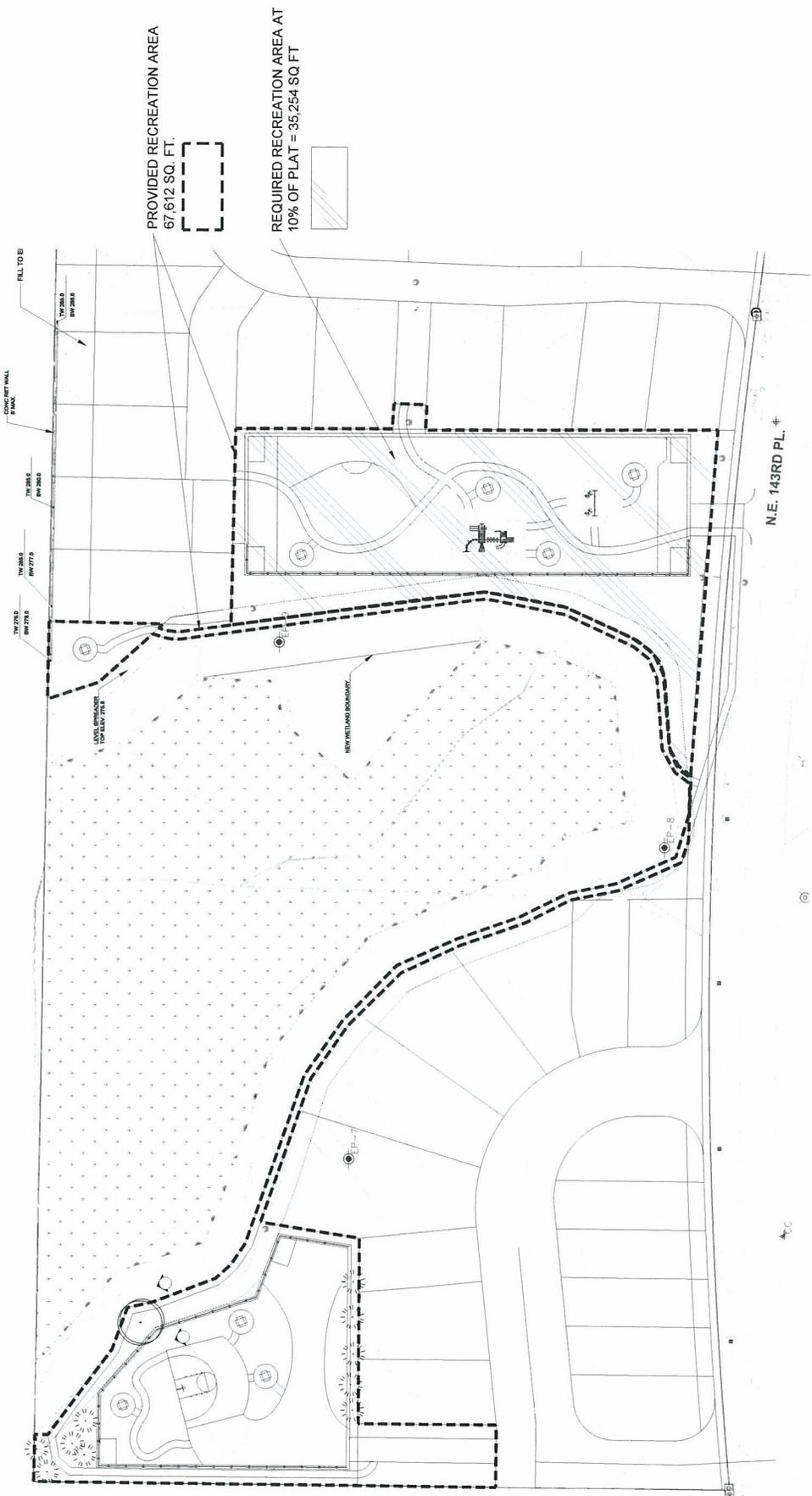
# RECREATION AREA CALCULATION PLAN PROPOSED NEIGHBORHOOD PARKS RIO VISTA DEVELOPMENT DUVALL, WA



DATE: 10-2-2014  
SCALE: ON PLAN  
DRAWN BY: NB  
JOB:  
SHEET:

# L1.1

2 of 2 SHEETS



VERIFY ALL BASE INFORMATION WITH CIVIL DRAWINGS



1 RECREATION AREA CALCULATION PLAN



<i>Rio Vista</i>				25-Sep-14
Qty	Unit	Item	mat. & Labor	total
10	2" cal	Trees	360.00	\$3,600.00
15	6-8'	Conifer Trees	135.00	\$2,025.00
18,000	SF	Shrub Planting Areas and Rain Garden		
72	5 gal	Shrubs 10% of planting area and at 5.0' o.c. average	45.00	\$3,240.00
450	2 gal	Shrubs 40% of planting area and at 4.0' o.c. average	33.00	\$14,850.00
720	1 gal	Shrubs 50% of planting area and at 3.5' o.c. average	10.00	\$7,200.00
18,000	SF	Shrub Areas		
700	CY	12" top soil	37.50	\$26,250.00
175	CY	Mulch 3"	35.75	\$6,256.25
18,000	SF	Irrigation	1.00	\$18,000.00
7,200	SF	Arborist's Chips trail		
67	CY	Arborist's Chips at 3"	150.00	\$10,000.00
2,700	SF	Sod Lawn	1.50	\$4,050.00
50	CY	6" top soil	37.50	\$1,875.00
2,700	SF	Irrigation	1.00	\$2,700.00
8,100	SF	Grass grid	10.00	\$81,000.00
2,400	SF	Safety Surfacing	4.00	\$9,600.00
300	LF	Short wall around play area	15.00	\$4,500.00
5		Benches	800.00	\$4,000.00
8		Picnic	1,500.00	\$12,000.00
700	LF	5' chainlink fence	25.00	\$17,500.00
2,200	SF	asphalt basketball	4.00	\$8,800.00
1	LS	Play toys	55,000.00	\$55,000.00
1	LS	Other items	20,000.00	\$20,000.00
<b>Total without sales tax.</b>				<b>\$312,446.25</b>

