

PLANNING COMMISSION MEETING AGENDA

Duvall Visitor Center, 15619 Main Street, Duvall
Wednesday, September 12, 2018, at 7:00 p.m.

1. **Call to Order – Flag Salute**
2. **Roll Call**
3. **Announcements**
4. **Approval of Minutes**
Minutes from the July 25, 2018 Planning Commission Meeting
5. **Citizens' Comments and Requests – Items Not on the Agenda**
6. **Public Hearing(s)**
7. **Old Business**
8. **New Business**
A. *Design Review – Walden Community Parks*
9. **Presentation**
10. **Good of the Order**
11. **Adjournment**

Materials List

- *Agenda*
- *Draft Minutes from the July 25, 2018 Planning Commission Meeting*
- *Design Review Packet for Walden Community Parks*

(Please call Diana Hart [425] 788-2779 if you have any questions or if you cannot attend the meeting.)

Meeting Room is Wheelchair Accessible. Americans With Disabilities Act - Reasonable Accommodations Provided Upon Request - (425) 788-2779



Small Town. Real Life.

Meeting Minutes
City of Duvall Planning Commission Meeting

Date: July 25, 2018

Time: 7:00 PM

Place: Duvall Visitor Center, 15619 Main Street NE, Duvall WA 98019

Commissioners Present: Jim Deal, Ronn Mercer, Michael Yelle, Eric Preston, Jason Brown

Commissioners Absent: Robert Walker

Staff Present: Troy Davis, Senior Planner; Lara Thomas, Planning Director; Andy Kovach, Architect; Diana Hart, Administrative Assistant

Others Present: Jim Lawler, Melanie Davies, Angie Johnson, Tina Koch, Elizabeth Hill, Cameron Irwin, and Connie Zimmerman

Call to Order – Flag Salute

The Planning Commission meeting was called to order by Commissioner Mercer at 7:04 PM.

1. Announcements

- A. Senior Planner Troy Davis announced that there will be a joint workshop on Tuesday, August 21st.
- B. Senior Planner Troy Davis announced that the interviews for the Planning Commission vacancy were held today and that an appointment is expected in two weeks.
- C. Senior Planner Troy Davis announced that Notice of Decisions were issued for the Duvall Urban Village Block Lots and Quarry House.
- D. Planning Director Lara Thomas announced that Planning Commission devices have been ordered.

2. Approval of Minutes

It was moved and seconded (*Deal-Yelle*) to approve the minutes from the July 11, 2018 Planning Commission meeting. The motion carried.

3. Public Hearings

None.

4. Presentation

None.

5. Old Business

None.

6. New Business

It was moved and seconded (Deal, Brown) to postpone the Design Review of the Riverview Plaza Monument Sign to after the Design Review of Duvall Village. The motion carried.

B. Design Review – Duvall Village

Senior Planner Troy Davis gave an overview of the Duvall Village townhomes. Jim Lawler, Project Architect at Milbrandt Architects, gave an overview of the new townhome elevations and of the departure requests. Melanie Davies and Angie Johnson of Westcott Homes assisted in answering questions about the project.

Senior Planner Troy Davis gave an overview of the Duvall Foundation for the Arts (DFA) Duvall Cultural and Performing Arts Center.

Elizabeth Hill of DFA gave an overview of the history of the project. Cameron Irwin, Associate at LMN Architects, reviewed the elevations and departure requests.

It was moved and seconded (Brown, Deal) to call the question. The motion failed 3-2.

Discussion of Duvall Village continued.

It was moved and seconded (Preston, Yelle) to extend the meeting past 9:00 PM. The motion carried.

Discussion of Duvall Village continued.

Based on discussion, the following additional conditions were proposed by staff:

1. Color schemes may not be the same within 400 feet.
2. Alternate variation of model type (Exhibit 9) be included in Amended Townhome Elevation Drawings (Exhibit 13).
3. Sheet S2 shall be updated to include variations to clearly show all configuration changes between buildings both in the legend and in the drawings so as to reflect designs and clearly show what will be built.

It was moved and seconded (Preston, Yelle) to recommend approval with amended conditions of Duvall Village to the Hearing Examiner. The motion passed 4-1. A roll call was requested by staff. Commissioners Brown, Yelle, Mercer, and Preston voted Aye; Commissioner Deal voted Nay.

A. Design Review – Riverview Plaza Monument Sign

Senior Planner Troy Davis gave an overview of the current and proposed sign.

It was moved and seconded (Deal, Yelle) to recommend approval of the sign to the Planning Director. The motion carried.

7. Good of the Order

None.

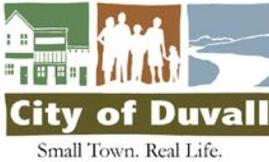
8. Citizens' Comments and Requests – Items Not on the Agenda

None.

9. Adjournment

There being no further business, Commissioner Mercer adjourned the meeting at 9:39 PM.

DRAFT



STAFF REPORT & RECOMMENDATION

TO: Planning Commission
FROM: Troy Davis, Senior Planner
DATE: September 12, 2018
FILE: Walden Preliminary Plat (SU17-001) – Community Parks Design Review

I. INTRODUCTION

A. APPLICATION

Developer/Applicant: Toll Bros., Inc. (as successor to Toll WA LP.)
8815 122nd Ave NE Ste 200
Kirkland, WA 98033

Contact: Charles Hare
8815 122nd Ave NE Ste 200
Kirkland, WA 98033

Property Owner: Toll Bros., Inc.
8815 122nd Ave NE Ste 200
Kirkland, WA 98033

Project Location: 27000 Block of NE Big Rock Road
Duvall, WA 98019

Parcel Number: (Parcel No.2426069082, 2426069064, 2426069004, 2426069072,
2426069073)

Requested Action: The Developer is seeking Site Plan Review Approval of two proposed community parks within the Walden mixed-use development.

Review Processes: Type III – Hearing Examiner Decision (Planning Commission recommendation to the City’s Hearing Examiner)

B. EXHIBITS

1. Staff Report (*Dated September 12, 2018*)
2. City of Duvall and CamWest Pre-Annexation Agreement (*Dated July 26, 2007*)
3. City of Duvall and CamWest Development Agreement (*Dated December 14, 2007*)

4. 2008 Parks, Trails and Open Space Plan (*Pgs. 18-19*)
5. 2008 Parks, Trails, and Open Space Plan Map (*Figure 8-7*)
6. One-Acre Park Plan (*Submitted May 30, 2018*)
7. Two-Acre Park Plan (*Submitted May 30, 2018*)
8. Capital Improvement Plan (*Dated December 19th, 2017*)
9. Community Parks Community Presentation (*Dated March 29, 2017*)
10. Community Parks Community Presentation (*Dated April 19, 2017*)
11. Walden Parks Planning Commission Presentation (*8/23/17 PC Agenda*)
12. Walden Park Cost Details (*Dated August 9, 2017*)
13. Park Amenity Design Details (*Sheets L301-L310*)
14. One-Acre Park Landscape Plan (*Sheet L-415*)
15. Two-Acre Park Landscape Plan (*Sheet L-416*)
16. Toll Brothers Presentation to Planning Commission (*September 12, 2018*)
17. Committee of the Whole Minutes 8/15/2017
18. City Council Minutes 9/19/2017
19. City Council Packet 10/03/2017
20. City Council Minutes 10/03/2017

II. BACKGROUND INFORMATION

A. HISTORY

The two proposed community parks associated with the Walden mixed-use project by Toll Brothers is the result of a pre-annexation agreement between the City and the previous land owners CamWest (predecessor to Toll Brothers). Toll Brothers predecessor, CamWest Development, INC, entered into a Pre-Annexation Agreement (*see Exhibit 2*) with the City on July 26, 2007 which required that the developer provide a total of 2.9 acres of community park space within their future development. Section 4.1 of the agreement states:

“CamWest agrees it will provide a minimum of 2.9 acres of public useable park and open space, which shall be credited against applicable open space, landscaping, (except required landscaping per lot, if any) and park regulatory requirements for CamWest’s development in both the R-12 and MU-I zones. The parkland(s)/opens space will provide active and recreational opportunities and uses, including, as agreed to by the City and CamWest during the Development Agreement process, playgrounds or children’s play structures; playfields, including courts; picnic and other group activity areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of the development. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for land costs, grading, stubbing of utilities to the park site, or required perimeter road improvements.”

After the area (known as the South UGA) was annexed on August 9, 2007, the City entered into a development agreement (*see Exhibit 3*) with CamWest on December 14, 2007. General

Development Provision 27 of that agreement reiterates the park requirements contained within the pre-annexation agreement and adds a few more requirements. Provision 27 reads:

“CamWest will provide a minimum of 2.9 acres of public useable park and open space, subject to the following:

- a. Cam West may provide a single park that is a minimum of 2.9 acres in size. Alternately, CamWest may provide multiple parks; however each park shall be minimum size of one (1) acre.
- b. Cam West may, consistent with Section 4.2 of the Pre-Annexation Agreement, apply the 2.9 acre park/open space area to the 10% open space requirement set forth in DMC 14.34.
- c. If multiple park sites are provided, there shall be pedestrian and visual connectivity between sites.
- d. Sidewalks shall not be considered as pedestrian connections between parks.
- e. The first phase park space shall be situated so that it serves as a focal point and organizing element for the L WTC campus, the commercial/mixed-use area, and residential neighborhoods. The City shall approve the location of this park in conjunction with the Phase I development application. If multiple park sites are proposed, they shall be identified on the master development plan, and approved with the future phases of development. All parks shall be constructed during the appropriate phase of development.
- f. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for design costs, land costs, grading, stubbing of utilities to the park site(s), required perimeter road improvements, or for improvements on park/open space areas in excess of 2.9 acres.
- g. The park(s)/open space will provide active and passive recreational opportunities and uses, including playgrounds or children's play structures; playfields, including courts; picnic and other group activity areas; and areas for passive or any similar uses. Cam West agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of development. The park(s) shall be reviewed and approved in accordance with city standards.

The City's 2008 Parks, Trails, and Open Space Plan identifies the need for a Community Park within the South UGA (*see Exhibit 5*). Community Parks are described within the Parks, Trails, and Open Space Plan on pages 18-19 (*see Exhibit 4*).

The City adopts a Capital Improvement Plan (CIP) yearly (*see Exhibit 8*). The 2018-2023 CIP identifies Park Improvements (three acres) at Duvall Urban Village. This project contained one acre of the total three acres. This was approved as part of a Development Agreement for the project. When Toll Brothers purchased the property, they requested consolidating the parks from three one-acre parks to two parks (one two acre park and a one acre park located in within the Walden Project). This request was consistent with the original Development Agreement between the City and CamWest (*see Exhibit 3*).

Toll Brothers hosted two community meetings regarding the design of the two Walden community parks. The first meeting was held on March 29, 2017 and the second community meeting was held shortly thereafter on April 19, 2017.

The planning commission reviewed the proposed park plans on August 23, 2017 (*see Exhibit 11*).

The City Council reviewed the Walden Parks Concept on three occasions. The First review was at the August 15, 2017 Council of the Whole (COW) (*see Exhibit 17*). This meeting purposed was to review the park goals and design element based on the community input. The Second review was held on September 19, 2017 at a regular council meeting (*see Exhibit 18*). This meeting Council reviewed updated design materials and discussed the costs of park improvements. The third review of the park occurred on October 3, 2017 (*see Exhibit 19*). Council approved the park concept pending planning commission design review and approval by the hearing examiner (*see Exhibit 20*).

B. PROPOSED LAND USE ACTION

The Developer, Charles Hare on behalf of Toll Bros., Inc. (hereafter “Toll”), is seeking design/site plan review approval for the construction of two community parks within the Walden Plat. These two parks total 3.1 acres.

C. GENERAL DESCRIPTION OF PROPOSED DESIGN ELEMENTS

Site: The proposal is for the creation of two community parks kitty corner to each other with one park being 48,536 square feet (1.1 Acres) and the second park 87,140 square feet (2.0 Acres). The smaller park will include amenities such as pathways, common lawn, a slide and climbing wall, play equipment, natural play area, rotating dish, swings, benches, picnic tables, warble chimes, covered plaza, bike racks, sand play area, concrete water channel, double arch swing, and log tunnel and play feature. The larger park will include amenities such as open turf lawn, pathways, benches, concrete plaza, court game area, half basketball court, zip line, shade structure, and play cubes (*see Exhibit 13*).

Landscaping: Landscaping includes retention of some existing trees (as noted on plan set), new trees, lawn, raised beds, and decorative hardscaping (*see Exhibits 14 & 15*).

Cost: The 1.1-acre park is projected to cost \$1,164,870 or \$26.74 a square foot. The 2-acre park is projected to cost \$918,315 or \$10.54 a square foot (*see Exhibit 12*).

III. REVIEW PROCESS AND ANALYSIS

A. DEVELOPMENT REVIEW PROCESS

This Type III Application for a Preliminary Long Subdivision subject to the Unified Development Regulations of the Duvall Municipal Code (Title 14) in effect in 2008 in

addition to a Pre-Annexation Agreement, Development Agreement, and the 2008 Parks, Trails, and Open Space Plan.

B. REVIEW CRITERIA

The proposed parks at Walden are subject to the criteria listed in the:

1. City of Duvall and CamWest Pre-Annexation Agreement (*Dated July 26, 2007*)
2. City of Duvall and CamWest Development Agreement (*Dated December 14, 2007*)
3. 2008 Parks, Trails and Open Space Plan (*Pgs. 18-19*)
4. 2008 Parks, Trails, and Open Space Plan Map (*Figure 8-7*)

C. SITE PLAN/DESIGN REVIEW PROCESS

Applications subject to Site Plan/Design Review are subject to review by the City’s Planning Commission pursuant to DMC 14.08.010.C.2. The Planning Commission is responsible for reviewing a proposal for conformance with the City’s applicable Design Guidelines codified in Duvall Municipal Code Chapter 14.34 with respect to building design (DMC 14.34.060) and pedestrian oriented spaces (DMC 14.34.050.B.8). After its review, the Planning Commission then makes a recommendation to the City’s Hearing Examiner (see Section V below for Planning Commission Recommendation).

D. STATE ENVIRONMENTAL POLICY ACT (SEPA) REQUIREMENTS

A SEPA Threshold Determination has not yet been issued for the Walden Preliminary Plat.

IV. CONCLUSIONS

Having viewed the subject property and reviewed the application and supporting materials staff makes the following conclusions:

1. The subject site is vested to zoning in effect in 2008 for the site which is Residential-12 Units per Acre (R12) in addition to the 2006 Future Land Use Designation for the site which is Residential 12 Units per Acre (R12).
2. The proposed community parks are an allowed use within the vested R-12 zone.
3. Toll owns the real property consisting of what is referred to as Walden.
4. The Developer’s request is for a recommendation of site plan approval for two proposed parks and associated improvements within the Walden plat.
5. In accordance with DMC Section 14.08.010.C, preliminary subdivision permits are processed as Type III permits, requiring quasi-judicial review and approval by the Hearing Examiner.

6. Community meetings on the proposed park design were held on March 29, 2017 and April 19, 2017.
7. The Planning Commission reviewed the proposed park design on August 23, 2017.
8. The City Council reviewed the Walden Park(s) concepts and approved the concept pending site plan review by the planning commission and hearing examiner.
9. The proposed parks have been reviewed for consistency with the Pre-Annexation Agreement, Development Agreement, 2008 Parks, Trails, and Open Space Plan, and Capital Facilities Plan and has been found to comply with all applicable requirements as conditioned.
10. The 2008 Parks Trails and Open Space Plan identifies three acres of park in the area of Big Rock Road and east of 275th.
11. The 2018-2023 CIP identifies park improvements that will be completed by the applicant (Toll Brothers).
12. Park improvements are eligible for Park Impact Fee credit consistent with the advanced mitigation credit and the Development Agreement.

V. STAFF RECOMMENDATION

Based on the foregoing information and the exhibits attached to this report, staff recommends that the Planning Commission recommend **APPROVAL** of the proposed Walden community park plans subject to:

1. Construction drawings shall be in substantial conformance to the approved park plans identified in Exhibit 6 and 7.
2. A Final Site Plan Permit shall be obtained by the Developer after all required improvements are complete and prior to issuance of a certificate of occupancy.

**CITY OF DUVALL AND CAMWEST
PRE-ANNEXATION AGREEMENT**

This Pre-annexation Agreement ("Agreement") is entered into this 26th day of July, 2007, by and between CamWest Development Inc., a Washington corporation, CamWest Duvall LLC, a Washington Limited Liability Company, (collectively "CamWest"), and the City of Duvall, a Washington municipal corporation ("Duvall" or "City"), both of which are also referred to individually as "Party" and collectively as "Parties".

RECITALS

- A. CamWest owns or otherwise has an interest in certain real property located within the City of Duvall South Urban Growth Area ("UGA") consisting of 9 parcels totaling approximately 50.65 acres, which are more fully described on **Exhibit A** attached to this Agreement and incorporated herein ("CamWest Property"). The City owns 3 parcels consisting of approximately 4.96 acres within the South UGA that are more fully described on **Exhibit B** attached to this Agreement and incorporated herein ("City Property"). These 12 parcels total approximately 55.61 acres and are collectively referred to as the "Property".
- B. On June 8, 2006 the City adopted its Annexation Plan. The Plan sets priorities and identifies phasing for annexations of areas located within the Duvall UGA. The Plan denotes the South UGA as the second priority for annexation following the approved TNR annexation in the Northeast UGA. The South UGA annexation will facilitate the location of a campus of the Lake Washington Technical College on the South UGA Property.
- C. The City, CamWest and the Lake Washington Technical College (the "College") entered into a Tri-Party Agreement dated November 10, 2005, which provides for multiple real estate transactions involving the CamWest Property and the City Property. When fully implemented, the College will own a 10-acre parcel where it will locate its Duvall Campus, the City will own a 2-acre parcel and an approximately 2.9 acre park(s) and CamWest will own the remaining property for its proposed residential and mixed-use development.
- D. On July 26, 2006 CamWest and other property owners filed a Notice of Intent to Annex the CamWest Property and other real property located within the South UGA (collectively the "Annexation Area") pursuant to the direct petition method. The Annexation Area consists of approximately 108 acres. The City Council passed Resolution 06-12 on September 14, 2006 accepting the Notice of Intent to Annex. A copy of Resolution 06-12 is attached hereto as **Exhibit C** and incorporated herein. Resolution 06-12 includes conditions of annexation that apply specifically to the Property and other conditions that apply to all of the Annexation Area. Condition 3 requires the execution of a pre-annexation agreement between CamWest and the City.
- E. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. A copy of

Ordinance 1042, approving the amendments, is attached hereto as **Exhibit D** and incorporated herein. The Property was designated Residential 12 (R-12) on the northern portion of the Property and Commercial on the southern portion of the Property as is more fully set out in the map attached as Exhibit C to Ordinance 1042.

- F. On July 26, 2007 the Council approved pre-zoning for the Annexation Area to become effective upon annexation of the Annexation Area. **Exhibit E** depicts the zoning on the Property upon annexation into the City.
- G. The purpose of this Agreement is to address certain conditions relating to development of the Property after it is annexed to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals are an integral part of this Agreement and are incorporated herein as if set forth in full.

2. Effect of this Agreement. Nothing herein mandates City annexation of the Annexation Area. In the event the City denies annexation, this Agreement is null and void.

3. Conditions Effective Upon Annexation. The following conditions shall become effective upon annexation of the Property:

3.1 The CamWest Property shall be subject to its proportional share of any and all City general obligation voted-upon bonded indebtedness and CamWest shall, like all other owners of property in the City of Duvall, be responsible for all legally assessed City fiscal obligations.

3.2 The Parties agree that upon annexation into the City, the Property shall be zoned consistent with the Duvall Comprehensive Plan and with pre-annexation zoning established pursuant to DMC 14.82.070. The northern portion of the Property will be zoned R-12, with the total residential unit count capped at R-8 density (approximately 244 units) and the southern portion of the Property will be zoned Mixed-Use Institutional ("MU-I") as depicted on Exhibit E.

Total residential development on the Property, exclusive of the parcels to be owned by the College and the City, (the "CamWest Development Area") will be capped at 374 units subject to the following:

The residential density cap on the MU-I portion of the CamWest Development Area shall be the total cap of 374 units less the number of units developed on the R-12 zoned CamWest Development Area parcels and shall apply only to the parcels located in the CamWest Development Area that CamWest closes on and acquires title to, provided:

Pre-annexation Agreement

July 19, 2007

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(1) in the event that CamWest assigns its interest in a purchase and sale agreement to a related or non-related third party who closes thereon, the cap shall apply to that assignee's interest; and

(2) if CamWest does not close on all of the CamWest Properties in the MU-I zone by December 31, 2009, CamWest's cap shall decrease proportionately based upon actual development capacity of each parcel after accounting for all constraints, including sensitive areas, determined in accordance with the regulations in effect on the date the Development Agreement is approved, unless otherwise agreed to by the City and CamWest. Those properties that CamWest does not acquire title to shall then be entitled to the actual residential density allowed by the MU-I zone, as limited by the application of all applicable City regulations, including sensitive area regulations.

(3) The City's two-acre pad may include upper level residential uses as permitted by the MU-I zoning district.

3.4 Upon annexation, the City agrees to process a Development Agreement mutually developed by CamWest and the City for the CamWest Development Area. Future development will be subject to all of the terms and conditions contained in this Agreement, the Development Agreement, and any other conditions required by applicable development regulations to which CamWest vests in the Development Agreement, including SEPA. The Development Agreement will not include the College property or the property conveyed to the City for a City facility except to the extent necessary to carry out the terms and conditions of the Tri-Party Agreement between the City, CamWest and the College and to the extent it includes joint infrastructure improvements for the properties. The Development Agreement shall also address the timing of improvements to the City Property described in Section 8.2 of this Agreement.

3.5 CamWest agrees to provide a minimum of five percent (5%) of housing units at eighty percent (80%) of the King County median income on the CamWest Development Area, provided that CamWest shall be entitled to credits for each such affordable unit in an amount equal to ninety percent (90%) of each of the following charges/fees in place at the time the charges/fees are paid: the sewer GFC charge, the water capital improvement charge, the storm drain area charge, the sewer equalization fee and building permit fees. To the extent the charge/fee is not assessed on a unit basis, the charge/fee shall be prorated as necessary to provide the ninety percent (90%) credit. CamWest shall also be entitled to those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. The type, location, timing, and management of such housing shall be set out in the Development Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

3.6 CamWest agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of median income with no city charge and/or fee credits for such units except for those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. To the extent

applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

4. Parks, Open Space, Connectivity and Sensitive Areas.

4.1 CamWest agrees it will provide a minimum of 2.9 acres of public useable park and open space, which shall be credited against applicable open space, landscaping, (except required landscaping per lot, if any) and park regulatory requirements for CamWest's development in both the R-12 and MU-I zones. The parkland(s)/open space will provide active and passive recreational opportunities and uses, including, as agreed to by the City and CamWest during the Development Agreement process, playgrounds or children's play structures; playfields, including courts; picnic and other group activity areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of the development. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for land costs, grading, stubbing of utilities to the park site, or required perimeter road improvements.

4.2 The 2.9 acre park/open space area shall be the minimum required useable open space. If the City's Unified Development Regulations are revised to require additional open space, landscaping, (except required landscaping per lot, if any) and/or park requirements and such revisions are facially, and as applied to the CamWest Development Area, consistent with State law, additional open space and/or park space may be required to implement those revisions.

4.3 Pedestrian connectivity, including pedestrian friendly design and amenities, shall be provided throughout the Property consistent with the requirements of revisions to the City's Unified Development Regulations referenced in paragraph 3.3 hereof, and the Development Agreement shall include provisions setting out how this will be implemented. Pedestrian connections to the properties to the west shall be clearly set out in the Development Agreement.

4.4 Peer review of sensitive area studies, including but not limited to wetland delineations and other environmental documents, will be required in conjunction with the review and approval of the Development Agreement. The Parties acknowledge that future development on the CamWest Properties will be subject to the City's sensitive areas regulations.

4.5 CamWest agrees to include low impact development and energy efficient construction and buildings on the project site, where and to the extent reasonably feasible. To the extent soils and other physical conditions required to support viable low impact development are present on the CamWest Development Area, the City will work with CamWest to approve and apply standards that would allow and support low impact development. The Development Agreement shall set forth how these provisions can be addressed in the design/construction of the project site.

4.6 CamWest shall provide for treatment and detention of stormwater for the CamWest Development Area, and the City pad, consistent with applicable City regulations as approved by the City. This could include detention and related facilities on the City pad to serve the City's development; however, the City requires an unencumbered 2 acre pad for future development. The implementation of any low impact development standards on the site may result in dispersed facilities as approved by the City. CamWest agrees to work with the College and the property owners to the east, as set forth in paragraphs 6.2 and 6.3, to the extent reasonably feasible to jointly address stormwater requirements, provided that CamWest, the College and the property owners to the east (and their successors and assigns) shall each be solely responsible for the costs of complying with such requirements for development on each party's property.

5. Trees.

5.1 The City Tree Ordinance is codified at chapter 14.40 DMC and requires retention of thirty-five percent (35%) of significant trees on the site. If the final development site plan(s) submitted by CamWest does not retain 35% of significant trees, the City agrees that CamWest may satisfy the requirements of the Code through on-site replacement, through off-site replacement or through a fee in lieu of replacement or a combination of these alternatives.

6. Neighborhood Commitments.

6.1 CamWest agrees to address concerns of the Glencairn neighborhood located to the north of the Property in accordance with its October 23, 2006 letter to the Glencairn homeowners, a copy of which is attached hereto as **Exhibit F**.

6.2 CamWest agrees to work with Mark and Victoria Smith, the owners of Assessor's Parcel Number 2426069071, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.3 CamWest agrees to work with the Jehovah's Witness Congregation, the owner of Assessor's Parcel Number 2426069070, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.4 CamWest agrees to work with the property owners of the parcels to the north of the CamWest Property to create opportunities for linked pedestrian facilities and open spaces to the extent reasonably feasible. The City will facilitate such meetings if requested.

7. Traffic

7.1 CamWest provided a traffic impact analysis for the Property as part of the comprehensive plan amendment process. Additional traffic impact analysis will occur in conjunction with drafting the Development Agreement or the project as agreed to by CamWest and the City. Future development will be subject to mitigation of any significant adverse transportation impacts consistent with applicable regulatory requirements and will be subject to applicable transportation impact fee requirements, including applicable credits for construction of and dedication of land required for construction of system improvements.

7.2 268th Street/3rd Avenue Road Improvements

7.2.1 Subject to paragraph 7.2.4, CamWest shall be responsible for the design and construction of 268th/3rd Avenue from the terminus of Big Rock Road to NE 143rd Place (“3rd Avenue Extension”) as approved by the City prior to final plat approval for Phase 1 of the CamWest project.

7.2.2 In the event that a relocated right-of-way of 3rd Avenue, as proposed conceptually by Washington Holdings, the contract purchaser of Assessor’s Parcel Numbers 242606-9067 and 9065, or future owners of such parcels, is determined necessary to provide a safer and more effective intersection of 3rd Avenue/Big Rock Road, and if the right-of-way for the preferred alignment for the improvements cannot be obtained within a reasonable period of time to meet this requirement, the City will consider allowing some or all of Phase 1 of the CamWest development to take access from a completed segment of the improvement between NE 143rd Place and the entrance to the CamWest development.

7.2.3 Except as set forth above, no building permit shall be issued for any building in any new development abutting the 3rd Avenue Extension until construction of the 3rd Avenue Extension has been completed.

7.2.4 CamWest may design and construct the 3rd Avenue Extension or CamWest may design and construct the 3rd Avenue Extension jointly with Washington Holdings or Washington Holdings may design, construct and/or complete some or all of such improvement if it develops its property earlier than CamWest.

7.2.5 Consistent with applicable Duvall policies and State statutes and case law, to the extent that CamWest designs and constructs the 3rd Avenue Extension, CamWest shall receive one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements. (Off-site improvements are all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage.)

7.2.6 CamWest shall receive a forty five percent (45%) credit for the half-street frontage improvements abutting the CamWest Development Area. In the event that the traffic impact analysis requires a full street improvement in lieu of a half-street improvement along the CamWest Development Area frontage, CamWest shall be entitled to one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements.

7.2.7 Reimbursable costs for transportation impact fees include design, engineering, and construction costs and the costs of right-of-way acquisition and the value of property dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.3 Guest parking shall be consistent with applicable City of Duvall Unified Development Regulations and shall be addressed as part of the Development Agreement.

7.4 Secondary Development Access.

7.4.1 City regulations require a secondary access to a development of 100 or more houses. An improved 268th Street/3rd Avenue shall be considered one access to the CamWest development.

7.4.2 CamWest shall have the option for the secondary access as follows: provide an additional connection north to 143rd Street, not including the use of 272nd Place NE, provided that 143rd Street is improved to the applicable standards by CamWest and/or others; or to connect to Big Rock Road.

7.4.3 In the event that the connection to Big Rock Road is CamWest's preferred option, frontage improvements to Big Rock Road shall be required to the extent reasonably necessary to make such a connection. The extent of those improvements shall be determined by the traffic impact analysis prepared in accordance with Section 7.1.

7.4.4 Consistent with applicable Duvall policies and State statutes, to the extent that CamWest designs and constructs the Big Rock Road frontage improvements, CamWest shall receive full credit against transportation impact fees owing for its off-site improvements (all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage). CamWest shall receive a thirty five percent (35%) credit for the half-street frontage improvements abutting the CamWest Development Area. Reimbursable costs include design, engineering, and construction costs, and the costs of right-of-way acquisition and the value of land dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.4.5 In the event that 143rd Street is the preferred option in accordance with Section 7.4.2, the Parties shall determine the appropriate scope of improvements and applicable transportation impact fee credits, if any.

8. Other Issues

8.1 The Development Agreement shall address the timing and conveyance of the City pad to the City. Such conveyance shall occur no later than the first phase of development of the CamWest property or as otherwise agreed by the Parties.

8.2 CamWest is responsible for providing a finished grade pad to the City of Duvall, including installed utilities, improved street frontage, etc. CamWest shall provide the proposed finish grade elevation to the City for City approval prior to construction drawing approval for the pad. Timing for completion of the pad, including installing utilities and frontage improvements, including the ability to request that those improvements shall be made in a specified time period, shall be addressed as part of the Development Agreement.

8.3 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size, that will be conveyed to the College in accordance with the Memorandum of Understanding (MOU) between the College, CamWest, and the City, in return for the City of Duvall owned property (Assessor's Parcel Numbers 2426069083, 2426069082 and 2426069081). Such boundary line adjustment shall be prepared by CamWest,

reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.4 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size that will be sold to the College in accordance with the MOU between the College, CamWest, and the City of Duvall. Such boundary line adjustment shall be prepared by CamWest, reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.5 CamWest shall agree to develop one (1) mixed use and/or commercial building as part of a future phase of the CamWest development. A site plan application shall be submitted by CamWest within five years after the approval date of the Development Agreement for the CamWest Development Area or within one year of the date of issuance of a certificate of occupancy for the first College building, whichever occurs first. CamWest shall construct the building within a timely manner after City approvals are issued. Details of such timelines shall be set out in the Development Agreement.

8.6 CamWest shall connect sewer from the intersection of 275th Avenue NE/Big Rock Road and the intersection of 3rd Avenue/Big Rock Road, or from the western terminus of the sewer line if installed by others. The system shall be gravity and collect sewer from the east to the west. The sewer line from 275th Avenue NE/Big Rock Road to the west shall be in the Big Rock Road right-of-way adjacent to Assessor's Parcel Number 242606-9070 (Jehovah's Witness Congregation) and Assessor's Parcel Number 242606-9071, (Mark and Victoria Smith) unless the City and CamWest determine that an alternative alignment is preferable. The alignment of the sewer line can then be through the CamWest Development Area, connecting back to 3rd Avenue/Big Rock Road in the 3rd Avenue alignment. The City shall be responsible for permitting the portion of the sewer line in Big Rock Road or alternative off-site improvement alignment, including all permitting costs, and shall provide a 100% credit of all costs incurred by CamWest for off-site improvements including, without limitation, design, materials, right-of-way acquisition, if any, and construction and installation costs, against the sewer general facilities charge and the sewer equalization fees.

9. General Provisions

9.1 Parties and Authority. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A memorandum of this Agreement shall be recorded against the properties described in **Exhibits A and B** with the King County Auditor. A complete copy of this Agreement shall be kept at Duvall City Hall and made available to anyone requesting review or a copy.

9.2 Execution. This Agreement shall be executed by the Parties no later than August 8, 2007.

9.3 Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.

9.4 Amendment of Agreement. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Duvall City Council.

9.5 Complete Agreement. This document contains all agreements of the Parties relating to pre-annexation of the Property.

9.6 Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.

9.7 Venue. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court

9.8 Attorneys' Fees and Costs. In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

9.9 Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

9.10 Mutual Drafting and Construction. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.

9.11 No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.

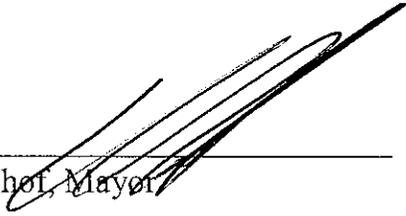
9.12 No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties as to the CamWest Property or its development.

9.13 Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successor and assigns of the Parties hereto.

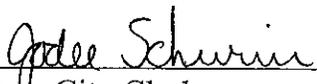
9.14 Counterparts. This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

CITY OF DUVALL

By 
Will Ibershol, Mayor

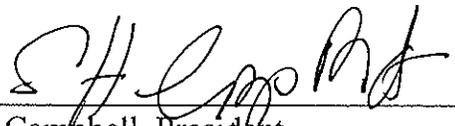
Attested by:


Jodee Schwinn, City Clerk

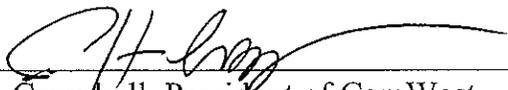
Approved as to form:


Bruce Disend, City Attorney
Date: July 26, 2007.

**CAMWEST DEVELOPMENT, INC. a
Washington corporation**

By 
Eric Campbell, President
Date: 8/6, 2007.

CAMWEST DUVALL LLC, a
Washington limited liability company

By 
Eric Campbell, President of CamWest
Development, Inc., its Managing Member

Its _____

Date: 8/6, 2007.

ATTACHMENTS

- Exhibit A** **Legal Description of CamWest Property**
- Exhibit B** **Legal Description of City Property**
- Exhibit C** **Resolution 06-12**
- Exhibit D** **Ordinance 1042**
- Exhibit E** **Pre-zoning Map**
- Exhibit F** **Glencairn Letter**

EXHIBIT "A"

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON;
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**
**EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**
**EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE
NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY,
WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE
EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24,
TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER &
LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of
Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under
Recording Number 7812200862, being a portion of the following
described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of
Section 24, Township 26 North, Range 6 East, W.M., in King County,
Washington;

EXCEPTING THEREFROM any portion of the said premises lying within
the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set
forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main
tract.

EXHIBIT "A"

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON;
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**
EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**
EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN; IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under Recording Number 7812200862, being a portion of the following described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington;

EXCEPTING THEREFROM any portion of the said premises lying within the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main tract.

EXHIBIT "B"

City of Duvall

Parcels: 242606-9081
242606-9082
242606-9083

PARCEL A:

LOT 2 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT, AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

PARCEL B:

LOTS 3 AND 4 OF SHORT PLAT NO. 584107, AS RECORDED UNDER RECORDING NO. 8607010582, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Exhibit B

**CITY OF DUVALL
WASHINGTON**

RESOLUTION NO. 06-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUVALL ACCEPTING THE NOTICE OF INTENT TO ANNEX TO THE CITY THE PROPERTY KNOWN AS THE SOUTH/MULTI-FAMILY ANNEXATION, LOCATED IN THE SOUTHERN URBAN GROWTH AREA OF THE CITY

Whereas on July 26, 2006, the City received a Notice of Intent to Annex 108.71 acres of land in the South Urban Growth Area from Petitioners: AE and Susan Jones, Frank Wald, Allen Maurer, Merritt Maurer, Richard and Karen Carlson, Jeffrey Fintz, CamWest, John Verstrate, Nancy Miller, Susan Burton, Carolyn Willett, and Stephen and Becki Thomas; and

Whereas, the Petitioners are using the Direct Petition Method of annexation, authorized by RCW 35A.14, to request annexation; and the petitioners are the owners of ~50% of the value of the land of the proposed "South/Multi-Family Annexation" or 54.84 acres; and

Whereas, on September 14, 2006, the City Council met with the Petitioners to consider the proposed annexation; and

Whereas, the properties represented by the South/Multi-Family Annexation are within the City's Urban Growth Area and are designated Residential, 12 units per acre and Industrial on the City's Future Land Use Map; and

Whereas, there are no other contiguous parcels to the South/Multi-Family Annexation area that are within the City's Urban Growth Area and that are not within the City Limits; and

Whereas, the City Council has determined that accepting the annexation petition, subject to certain restrictions and conditions, is in the best interests of the City of Duvall;

Now, Therefore, be it Resolved by the City Council of the City of Duvall, Washington, as follows:

Section 1. The City of Duvall accepts the Notice of Intent to Annex from the Petitioners for the South/Multi-Family Annexation, for the properties legally described in the attached Exhibit "A", which is incorporated by reference the same as though it were fully set forth therein.

Section 2. The following conditions apply to the annexation:

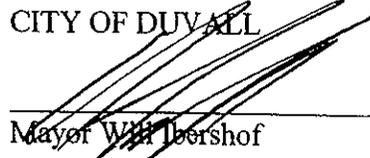
1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

Section 3. The City shall not be bound by acceptance of the Notice of Intent set forth herein which shall be purely a preliminary step in the complete review process.

Section 4. Finalization of the annexation shall be subject to conditions 1-6 set out in Section 2.

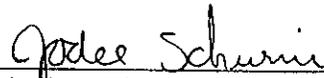
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th
DAY OF September, 2006.

CITY OF DUVALL



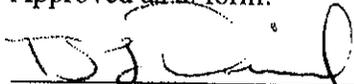
Mayor Will Ibershof

ATTEST/AUTHENTICATED:



Jodee Schwinn, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

TO: City Council
FROM: Doreen Booth, City Hall Administrator/Planning Director 
MEETING DATE: September 14, 2006
SUBJECT: South/Multi-Family UGA Annexation Proposal

On July 26, 2006, the City received a Notice of Intent to Annex from CamWest Development. CamWest is the applicant for a 108.71 acre annexation in the city's south urban growth area. The annexation proposal encompasses twenty nine parcels; three of those parcels are owned by the City of Duvall. The majority of the parcels are in individual ownership. The northern portion of the area is designated Commercial and R12, Residential-12 units per acre in the 2004 Comprehensive Plan; the southern portion is designated Industrial. A comprehensive plan amendment for the south portion from Industrial to R12 and Commercial, is currently in process. The Annexation Petition encompasses the remaining parcels in the south UGA, there are no other contiguous parcels that are within the city's urban growth area and outside of the city limits.

Exhibits

Exhibit A Notice of Intent to Annex, including map and legal description
Exhibit B RCW 35A.14.120-150 and 35A.14.200
Exhibit C Memorandum of Understanding, LWTC, City of Duvall and CamWest

Annexation Process, RCW35A.14

The process for annexation is outlined in RCW 35A.14. The petitioner's are proposing an annexation under the Direct Petition Method of Annexation. I have included RCW 35A.14.120-150 here for your information. Briefly, the annexation process is as follows:

1. The initiating parties, who shall be the owners of property not less than 10% in value, shall notify the legislative body in writing of their intention to commence annexation proceedings. The legislative body shall set a date within 60 days after the filing of the request, for a meeting to determine if the city will accept, reject, or geographically modify the proposed annexation, whether it shall require the assumption of all or a portion of any city indebtedness by the area to be annexed, and whether it will require the simultaneous adoption of a proposed zoning regulation. Approval of the City Council shall precede the circulation of the petition. There shall be no appeal from the decision of the City Council. **This is the step this annexation proposal is on. Owners of 54.84 acres, 50% of the annexation area, have signed the letter of intent to annex.**
2. If the City Council agrees to accept the proposed annexation, the petitioners shall circulate a petition signed by the owners of property not less than 60% in value, provided that a petition for annexation of an area having at least 80% of its boundaries contiguous with the city limits, need by signed by only the owners of not less than 50% in value.
3. When such petition is filed, the City Council shall set a public hearing date to take public testimony on the annexation petition.
4. Following the hearing, the City Council accepts or rejects the annexation proposal.
5. City submits annexation package to Boundary Review Board (BRB). The BRB shall consider the factors set out in RCW35A.14.200 (included here).
6. Following BRB approval, the City approves annexation by ordinance; holding a public hearing on zoning and adopting zoning if appropriate.

Other Information

The proposed annexation area contains 108.71 acres. CamWest has options on ~ 46 acres of the annexation area. The city owns ~ 5 acres of the area. The property the city owns and the properties that CamWest has options on is subject to a Memorandum of Understanding between the City of Duvall, CamWest, and Lake Washington Technical College related to future land transfers.

The City Council also has the ability to require a Pre-Annexation Agreement for the property, setting out specific development requirements for the site. Staff will be recommending a Pre-Annexation Agreement for the southern portion of the annexation area, the area currently designated Industrial. The Pre-Annexation Agreement will likely set out parameters for a future development agreement for the project site. A Pre-Annexation Agreement for the northern portion of the annexation area will also be considered.

Consistency with Annexation Plan Timing

Specific analysis of the annexation compared to the *Duvall Annexation Plan* Goals and Policies will be completed if the Notice of Intent to Annex is approved. The Duvall Annexation Plan recommends that the South UGA and South Multi-Family UGA be annexed in 2006/2007. The submittal of the Notice of Intent to Annex is consistent with that timeline.

Staff Recommendation

Staff recommends that the City Council accept the Notice of Intent to Annex for the South/Multi-Family UGA; subject to the following:

1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

RECEIVED

JUL 26 2006

CITY OF DUVALL



City of Duvall

Small Town. Real Life.

15535 Main St. NE
PO Box 1300
Duvall, WA 98019
(425) 788-2779
www.duvallwa.gov

Notice of Intent to Annex Petition Form

This form must be completed (clearly printed or typed) and submitted to the City to file an application along with the Master Permit Application. In addition, the applicant shall provide all fees as determined by the Planning Director (see attached Fee Schedule). For questions, please contact the Planning Department at (425) 788-2779.

FOR STAFF USE ONLY

File No.:	Received By:	Date Received:
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Primary Applicant / Contact Name: CamWest Development, Inc. / Leslie Paterson, Development Project Manager
Mailing Address: 9720 NE 120th PL, Suite 100, Kirkland, WA 98034

Phone # (425) 825-1955

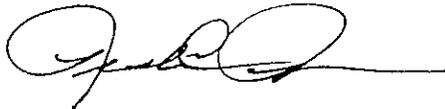
Signature: CamWest Development, Inc, a Washington corporation, By: *Bruce Howtha*
VICE PRESIDENT FOR DEVELOPMENT

In addition to meeting the conditions and requirements of DMC 14.82, the applicant shall provide the following information:

1. Notice of Intent to Annex fee: \$1000.00
2. Title Report (current within 90 days).
3. Legal description of property. (Exhibit A)
4. Map of properties, including Duvall vicinity map. (Exhibit B)
5. Notice of Intent Petition. (attached) Additional pages or individual signature sheets for each property owner may be submitted separately.
6. Certified excerpt of corporate bylaws if officer signing on behalf of corporation.

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. is a true and accurate copy of the original.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal flourish extending to the right.

Leslie Paterson
Development Project Manager
Cam West Development, Inc.

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF
SOLE SHAREHOLDER AND DIRECTOR OF
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

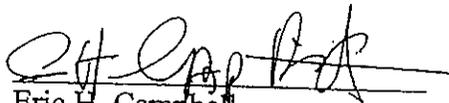
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15th day of February 2005.

CAMWEST DEVELOPMENT, INC.


Eric H. Campbell,
Sole Shareholder and Director

CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME *South UGA*

Total Area (size in acres) *108.71* **Total Acreage Represented by the signatures** *54.84*

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the *South UGA* Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

1. NAME (Print) <i>A. E. JONES</i>	SIGNATURE <i>A E Jones</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27026-NE Big Rock Rd</i>			
PROPERTY DESCRIPTION <i>2426069064</i>	TOTAL ACREAGE TO BE ANNEXED	<i>15.02</i>	
<small>(Section and tax lot number or subdivision and lot number)</small>			

NAME (Print) <i>Susan M Jones</i>	SIGNATURE <i>SUSAN M. Jones</i>	DATE	
ADDRESS <i>27026-NE Big Rock Rd</i>			
PROPERTY DESCRIPTION <i>2426069064</i>	TOTAL ACREAGE TO BE ANNEXED	<i>15.02</i>	
<small>(Section and tax lot number or subdivision and lot number)</small>			

3. NAME (Print) <i>FRANK</i>	SIGNATURE <i>Frank S. Wald</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27116 NE Big Rock Rd</i>			
PROPERTY DESCRIPTION <i>2426069062</i>	TOTAL ACREAGE TO BE ANNEXED	<i>10 5.05</i>	
<small>(Section and tax lot number or subdivision and lot number)</small>			

4. NAME (Print) <i>FRANK S. WALD</i>	SIGNATURE <i>Frank S. Wald</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27116 NE Big Rock Rd</i>			
PROPERTY DESCRIPTION <i>2426069004</i>	TOTAL ACREAGE TO BE ANNEXED	<i>10 5.02</i>	
<small>(Section and tax lot number or subdivision and lot number)</small>			

CONTINUED ON NEXT PAGE

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Allen T. Maurer SIGNATURE *Allen T. Maurer*
 ADDRESS 2208 NW Market St, #505, Seattle, WA 98107 DATE 7/10/06
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Merritt M. Maurer SIGNATURE 
 ADDRESS 2301 Perkins LN W, Seattle, WA 98199 DATE 7/10/06
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

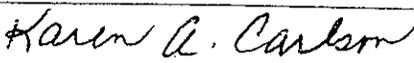
Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Richard L. Carlson SIGNATURE 
 ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7/14/06
 PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) Karen A. Carlson SIGNATURE 
 ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7-14-06
 PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Jeffrey Fintz SIGNATURE *Jeffrey Fintz*
 ADDRESS 6418 146th AVE NE, Redmond, WA 98052 DATE 7/8/06
 PROPERTY DESCRIPTION 242606-9073 TOTAL ACREAGE TO BE ANNEXED 5.00
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

CITY OF DUVALL NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) Approx ^{108.71}~~100.76~~ **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

1.	NAME (Print) CamWest 154 LLC	SIGNATURE 	
	ADDRESS 9720 NE 120 th PL, Suite 100, Kirkland, WA 98034	DATE 7-24-06	
	PROPERTY DESCRIPTION Parcel 732580-0070	TOTAL ACREAGE TO BE ANNEXED 2.05	1.88
(Section and tax lot number or subdivision and lot number)			
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF
SOLE SHAREHOLDER AND DIRECTOR OF
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

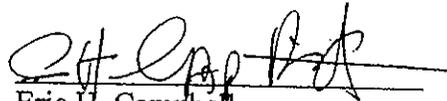
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15th day of February 2005.

CAMWEST DEVELOPMENT, INC.


Eric H. Campbell,
Sole Shareholder and Director

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

CAMWEST 154 LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 6/24/2005

UBI Number: 602-515-468

APPID: 313465



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. and Certificates of Formation to Camwest 154 LLC are a true and accurate copies of the originals.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal stroke extending to the right.

Leslie Paterson
Development Project Manager
Cam West Development, Inc.

CERTIFICATE OF FORMATION

OF

FILED
SECRETARY OF STATE

602 515 468

CamWest 154 LLC

JUN 24 2005
STATE OF WASHINGTON

Kelly J. Price, Chief Financial Officer of CamWest Development, Inc., hereby executes this Certificate of Formation for the purpose of forming a limited liability company under Title 25 of the Revised Code of Washington.

1. The name of the limited liability company is:

CamWest 154 LLC

2. The name of the initial registered agent is:

CamWest Development, Inc.

3. The street address of the initial registered office is:

9720 NE 120th Place, Suite 100
Kirkland, WA 98034

4. The address of the principal place of business of the limited liability company is:

c/o CamWest Development, Inc.
9720 NE 120th Place, Suite 100
Kirkland, WA 98034

5. The latest date on which the limited liability company is to dissolve is December 31, 2053.

6. Management of the limited liability company is vested in one or more managers:
 YES NO

7. The name and address of the person executing this certificate of formation is:

Kelly J. Price, Chief Financial Officer
CamWest Development, Inc.
9720 NE 120th Place, Suite 100
Kirkland, WA 98034

DATED this 23rd day of June, 2005.



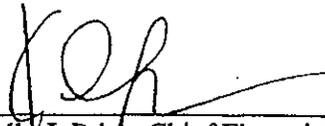
Kelly J. Price, Executer
Chief Financial Officer of CamWest Development, Inc.

CONSENT TO APPOINTMENT AS REGISTERED AGENT

CamWest Development, Inc. ("CamWest"), hereby consents to serve as Registered Agent in the state of Washington for **CamWest 154 LLC**, a Washington limited liability company. CamWest understands that as agent for the limited liability company, it is responsible for receiving service of process in the name of the limited liability company; to forward all mail to the limited liability company; and to immediately notify the office of the Secretary of State in the event of its resignation or of any changes in the registered office address of the limited liability company for which it is agent.

Executed this 23rd day of June, 2005.

CAMWEST DEVELOPMENT, INC.

By: 

Kelly J. Price, Chief Financial Officer

NAME OF REGISTERED AGENT: CamWest Development, Inc.

ADDRESS OF REGISTERED AGENT: 9720 NE 120th Place, Suite 100
Kirkland, WA 98034

CITY OF DUVALL NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

<p>1. NAME (Print) JOHN A VERSTRATE</p> <p>ADDRESS 636 W 5TH ST, Marysville, OH 43040</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>John A Verstrate</i></p> <p>DATE July 11, 2006</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	
<p>2. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	<p>3.54 Acres <i>Duvall</i></p> <p>27028 NE 143rd PL</p>
<p>3. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	
<p>4. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is Exhibit "A", a legal description of the boundary of the proposed annexation; Exhibit "B", a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

1.	NAME (Print) Nancy C. Miller	SIGNATURE <i>Nancy C. Miller</i>	
	ADDRESS 27029 NE 143 rd Place	DATE 7/11/06	
	PROPERTY DESCRIPTION King County Tax Parcel #732580-0170		
	pt 17, Rio Vista Ranchettes, in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.		
	TOTAL ACREAGE TO BE ANNEXED 3.54 (Section and tax lot number or subdivision and lot number)		
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is Exhibit "A", a legal description of the boundary of the proposed annexation; Exhibit "B", a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

<p>1. NAME (Print) SUSAN BURTON</p> <p>ADDRESS 21066 NE 143rd PL</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Susan Burton</i></p> <p>DATE 7/10/06</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>2. NAME (Print) Carolyn Willett</p> <p>ADDRESS 27065 NE 143rd PL</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Carolyn Willett</i></p> <p>DATE 7/10/06</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>3. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>4. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

RIO VISTA RANCHETTES LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 10/21/2004

UBI Number: 602-439-838

APPID: 168925



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State



STATE OF WASHINGTON
SECRETARY OF STATE

SECRETARY OF STATE
SAM REED

STATEMENT TO FORM A LIMITED LIABILITY COMPANY

(Per Chapter 23.15 RCW)
FEE: \$175

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

• Please PRINT or TYPE in black ink
• Sign, date and return original AND ONE COPY to:
CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 50241
OLYMPIA, WA 98504-0234

OCTOBER 21, 2004

FILED: / / UBI: 602 439 838
CORPORATION NUMBER:

• BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

FOR ORN-OR 288 OR-21

10/21/2004 496904
\$175.00 Check #5105
Tracking ID: 797448
Doc No: 496904-001

Important! Person to contact about this filing: BECKI THOMAS
Daytime Phone Number (with area code): (425) 788-1910

CERTIFICATE OF FORMATION

NAME OF LIMITED LIABILITY COMPANY (LLC) (Must contain the word "Limited Liability Company" "Limited Liability Co." "LLC" or "LLC")
RIO VISTA RANCHETTES LLC

ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS
Street Address (Required) 28803 NE BIG ROCK RD City DUVALL State WA ZIP 98019
PO Box (Optional - Must be in same city as street address) P.O. BOX 431 ZIP (if different than street ZIP) 98019

EFFECTIVE DATE OF LLC (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)
 Specific Date: _____ Upon filing by the Secretary of State

DATE OF DISSOLUTION (if applicable) _____ MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS
 Yes No

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT
Name STEPHEN D. THOMAS
Street Address (Required) 28803 NE BIG ROCK RD City DUVALL State WA ZIP 98019
PO Box (Optional - Must be in same city as street address) PO BOX 431 ZIP (if different than street ZIP) 98019

I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Stephen D. Thomas Signature of Agent
STEPHEN D. THOMAS Printed Name
10/19/04 Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (if necessary, attach additional names and addresses)

Printed Name STEPHEN D. THOMAS Signature Stephen D. Thomas
Address P.O. BOX 431 City DUVALL State WA ZIP 98019

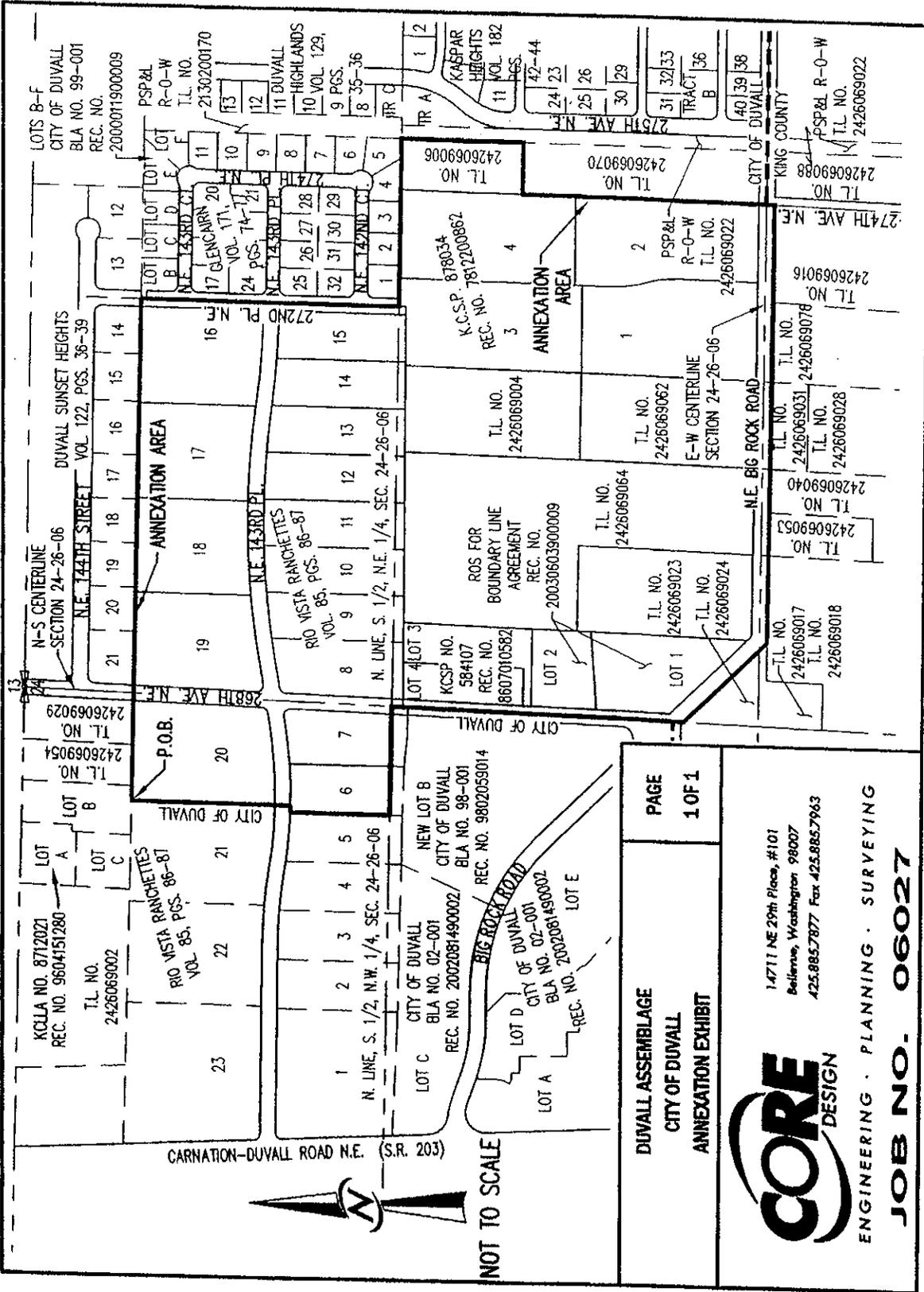
Printed Name BECKI J. THOMAS Signature Becki J. Thomas
Address P.O. BOX 431 City DUVALL State WA ZIP 98019

Printed Name _____ Signature _____
Address _____ City _____ State _____ ZIP _____

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1486)

FOR ORN-OR 288 OR-21

FOR ORN-OR 288 OR-21



NOT TO SCALE

DUVALL ASSEMBLAGE
CITY OF DUVALL
ANNEXATION EXHIBIT

PAGE
1 OF 1



14711 NE 29th Place, #101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

ENGINEERING · PLANNING · SURVEYING

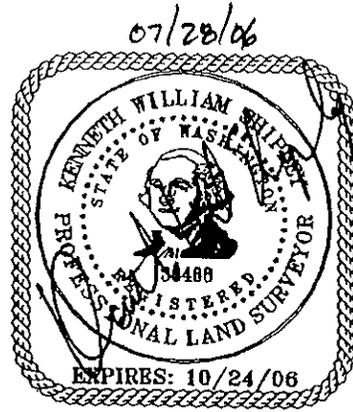
JOB NO. 06027

Legal Description – Annexation Area

That portion of the northeast quarter, the north half of the southeast quarter and the north half of the northwest quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

BEGINNING at the northwest corner of Lot 20, Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, at Pages 86 and 87, records of King County, Washington; thence easterly, along the north line of said plat and the easterly prolongation thereof, to a point of intersection with the centerline of 272nd Place N.E.; thence southerly, along said centerline, to the north line of the south half of said northeast quarter of Section 24 and a point on the north line of King County Short Plat No. 878034, recorded under King County Recording No. 7812200862; thence easterly, along said north line of the south half and along said north line of Short Plat No. 878034 and the easterly prolongation thereof, to the westerly margin of the Seattle-Tacoma Power Company right-of-way; thence southerly, along said margin, to the southeast corner of the north two acres of the east half of the southeast quarter of said northeast quarter lying westerly of said Seattle-Tacoma Power Company right-of-way; thence westerly, along the south line of said north two acres, to the east line of the west half of said southeast quarter of the northeast quarter and a point on the east line of said short plat; thence southerly, along said east line of the west half and along the east line of said short plat and the southerly prolongation thereof, to the common line between said northeast quarter and said southeast quarter of Section 24 and a point of intersection with the centerline of N.E. Big Rock Road (N.E. 140th Street) according to King County Road Survey No. 782 for J.D. Mercer Rd.; thence southerly, along the east line of the west half of the northeast quarter of said southeast quarter of Section 24 to the southerly right-of-way margin of said N.E. Big Rock Road; thence westerly and northwesterly, along said southerly margin, to the common line between the northwest quarter and northeast quarter of said Section 24; thence northerly, along said common line, to the south line of the north half of said northwest quarter of Section 24; thence westerly, along said south line, to the west line of Lot 6 of said plat of Rio Vista Ranchettes; thence northerly, along said west line, to the southerly right-of-way margin of N.E. 143rd Place;

thence easterly, along said southerly margin, to a point of intersection with the southerly prolongation of the west line of Lot 20 of said plat; thence northerly, along said west line of Lot 20 and the southerly prolongation thereof, to the POINT OF BEGINNING.



RCW 35A.14.110

Election method is alternative.

The method of annexation provided for in RCW 35A.14.015 through 35A.14.100 is an alternative method and is additional to the other methods provided for in this chapter.

[1967 ex.s. c 119 § 35A.14.110.]

RCW 35A.14.120

Direct petition method -- Notice to legislative body -- Meeting -- Assumption of indebtedness -- Proposed zoning regulation -- Contents of petition.

Proceedings for initiating annexation of unincorporated territory to a charter code city or noncharter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed, in the following manner. This method of annexation shall be alternative to other methods provided in this chapter. Prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings. The legislative body shall set a date, not later than sixty days after the filing of the request, for a meeting with the initiating parties to determine whether the code city will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness and/or the adoption of a proposed zoning regulation, it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts. Approval by the legislative body shall be a condition precedent to circulation of the petition. There shall be no appeal from the decision of the legislative body. A petition for annexation of an area contiguous to a code city may be filed with the legislative body of the municipality to which annexation is desired. It must be signed by the owners, as defined by RCW 35A.01.040(9) (a) through (d), of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned: PROVIDED, That a petition for annexation of an area having at least eighty percent of the boundaries of such area contiguous with a portion of the boundaries of the code city, not including that portion of the boundary of the area proposed to be annexed that is coterminous with a portion of the boundary between two counties in this state, need be signed by only the owners of not less than fifty percent in value according to the assessed valuation for general taxation of the property for which the annexation is petitioned. Such petition shall set forth a description of the property according to government legal subdivisions or legal plats and shall be accompanied by a map which outlines the boundaries of the property sought to be annexed. If the legislative body has required the assumption of all or any portion of city indebtedness by the area annexed or the adoption of a proposed zoning regulation, these facts, together with a quotation of the minute entry of such requirement, or requirements, shall also be set forth in the petition.

RCW 35A.14.130

Direct petition method -- Notice of hearing.

Whenever such a petition for annexation is filed with the legislative body of a code city, which petition meets the requirements herein specified and is sufficient according to the rules set forth in RCW 35A.01.040, the legislative body may entertain the same, fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city. The notice shall also be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation.

RCW 35A.14.140

Direct petition method -- Ordinance providing for annexation.

Page 1 of 2

RCW 35A.14 RE: Annexation by Petition

October 13, 2005

Following the hearing, if the legislative body determines to effect the annexation, they shall do so by ordinance. Subject to RCW 35.02.170, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any property not described in the petition. Upon passage of the annexation ordinance a certified copy shall be filed with the board of county commissioners of the county in which the annexed property is located.

RCW 35A.14.150

Direct petition method -- Effective date of annexation.

Upon the date fixed in the ordinance of annexation the area annexed shall become part of the city. All property within the territory hereafter annexed shall, if the annexation petition so provided, be assessed and taxed at the same rate and on the same basis as the property of such annexing code city is assessed and taxed to pay for the portion of any then-outstanding indebtedness of the city to which said area is annexed, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the date of annexation and that the city has required to be assumed. If the annexation petition so provided, all property in the annexed area shall be subject to and a part of the proposed zoning regulation as prepared and filed as provided for in RCW 35A.14.330 and 35A.14.340.

RCW 35A.14.200

Determination by county annexation review board -- Factors considered -- Filing of findings and decision.

The jurisdiction of the county annexation review board shall be invoked upon the filing with the board of a resolution for an annexation election as provided in RCW 35A.14.015, or of a petition for an annexation election as provided in RCW 35A.14.030, and the board shall proceed to hold a hearing, upon notice, all as provided in RCW 35A.14.040. A verbatim record shall be made of all testimony presented at the hearing and upon request and payment of the reasonable costs thereof, a copy of the transcript of such testimony shall be provided to any person or governmental unit. The board shall make and file its decision, all as provided in RCW 35A.14.050, insofar as said section is applicable to the matter before the board. Dissenting members of the board shall have the right to have their written dissents included as part of the decision. In reaching a decision on an annexation proposal, the county annexation review board shall consider the factors affecting such proposal, which shall include but not be limited to the following:

- (1) The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive use plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years, location and coordination of community facilities and services; and
- (2) The need for municipal services and the available municipal services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, present cost and adequacy of governmental services and controls, the probable future needs for such services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in area and adjacent area, the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and
- (3) The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.

The county annexation review board shall determine whether the proposed annexation would be in the public interest and for the public welfare. The decision of the board shall be accompanied by the findings of the board. Such findings need not include specific data on all the factors listed in this section, but shall indicate that all such factors were considered.

MEMORANDUM OF UNDERSTANDING

Between
Lake Washington Technical College
and
City of Duvall
and
CamWest Development, Inc.

This memorandum summarizes the discussions among Lake Washington Technical College (LWTC), the City of Duvall (Duvall) and CamWest Development, Inc., (CamWest) involving the purchase, transfer and exchange of certain real estate described below and constitutes a non-legally binding memorandum of understanding. The parties intend to complete the transactions described herein in a negotiated legally binding agreement that will be signed by all parties. All such transactions will be subject to the approval of the boards of directors or governing bodies of LWTC and Duvall.

Overview of Real Estate Transactions

The City of Duvall owns Parcel A as depicted in Attachment 1 (Assessor's Parcel Numbers 242606-9081, 9082, and 9083), parcels totaling approximately five acres. CamWest currently has options to purchase parcels of property as outlined in Attachment 1, identified as Parcels B, C & D. Parcel B, APN 242606-9023, is approximately five acres; Parcel C APN 242606-9064, approximately fifteen acres, and Parcel D, APN's 242606-9062 and 9004, totaling approximately ten acres. It is the intent of the parties that upon completion of the transactions below, that LWTC will own Parcel B, and approximately five acres of the southern portions of Parcels C & D. These properties will be used to develop an LWTC branch campus to serve the educational needs of the area. CamWest will own Parcels A, C and D, except for approximately five acres on the southern portions of Parcels C and D transferred to LWTC. CamWest will gift to Duvall approximately two acres on the northern portion of Parcel C or Parcel D for the building and operation of a police station to serve the needs of Duvall.

In addition, Duvall and CamWest contemplate that an agreement will be reached to provide for a park open to the public on a portion of Parcel D and/or Parcel C. This park will not, however, be located on any portion of Parcels C or D owned by LWTC. CamWest and Duvall will work together to determine the participation of each party in the ownership/maintenance of any such park.

LWTC and CamWest will also work together to assure that appropriate easements and/or rights-of-way are in place to allow certain roads/utilities to be constructed by CamWest to access Parcels C and D from Big Rock Road.

Lake Washington Technical College

LWTC intends to purchase from CamWest all rights, title and interest in Parcel B, commonly referred to as the Maurer property, outlined in Attachment 1. LWTC will utilize a state grant of

CamWest Development, Inc.

CamWest will gift a portion of the market value of Parcel B as a match for a \$500,000 grant allocated to LWTC by the state. CamWest will transfer to LWTC all rights, title and interests to Parcel B for an amount not to exceed \$500,000. LWTC intends to obtain approval to build a branch campus on Parcel B.

CamWest will transfer to LWTC all rights, title and interest to the southern portions of Parcels C and D to total approximately five acres. (Those southern portions are outlined in Attachment 1). In exchange for the transfer of those portions of Parcel C and D to LWTC, LWTC will transfer to CamWest all rights, title and interest to Parcel A. CamWest will then be able to access its northern portions of Parcel C from the west, and LWTC will be able to expand its branch campus with contiguous properties.

CamWest and LWTC will work together to develop appropriate agreed upon easements and/or right-of-way that would allow for the construction of utilities and the ingress/egress by CamWest to those northern portions of Parcels C and D owned by CamWest or reserved for the Duvall Police Station.

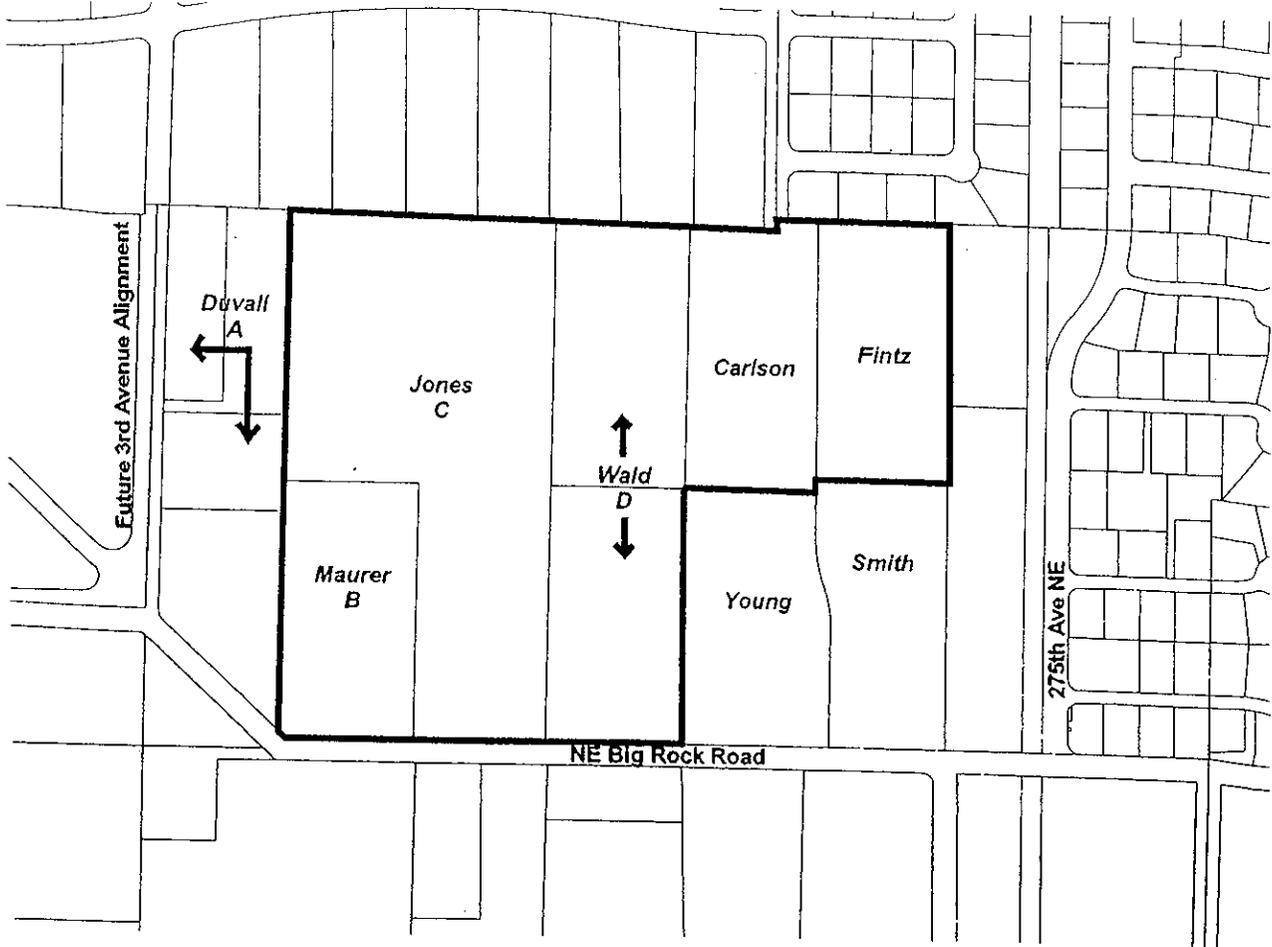
CamWest will work with Duvall in good faith to site a two acre pad that shall be deeded to the City of Duvall for future expansion of the Duvall Police Facility on the northern portion of Parcel C or D. Such facility shall have access off a public street.

CamWest will work with Duvall in good faith to specify ownership and/or maintenance obligations for the anticipated park to be located on Parcel C or D or a combination of those Parcels. However, the park will not be located on those portions of C or D transferred to LWTC by CamWest.

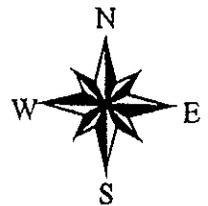
All parties agree to proceed in good faith to expedite the above expressed understandings to facilitate resolution of these transactions in a timely manner. It is anticipated that all of the above transactions may not occur simultaneously. The parties agree to work together to complete the transactions as outlined. However, the parties also acknowledge that some flexibility in the progression of the transactions may be needed and agree to proceed otherwise based on mutual agreement.

All parties further commit to proceeding forward on all the above transactions once the first transfer or exchange of property occurs. All parties are interested in resolving the sale and exchanges as soon as practicable. To that end, the parties agree to enter into negotiations in good faith and make every effort to achieve the goals of the above outlined transactions.

LWTC/Camwest/Duvall MOV



City of Duvall
Vicinity Map



**CITY OF DUVALL
WASHINGTON**

ORDINANCE NO. 1042

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, ADOPTING THE 2006
AMENDMENTS TO THE DUVALL COMPREHENSIVE
PLAN**

WHEREAS, the City Council of the City of Duvall adopted the current Comprehensive Plan on November 23, 2004; and

WHEREAS, the State Growth Management Act (RCW Chapter 36.70A) requires that all comprehensive land use plans and development regulations shall be subject to continuing review and evaluation by the city that adopted them; and

WHEREAS, each year, the City accepts applications for amendments to the Comprehensive Plan and docket those amendments; and

WHEREAS, in 2006, the City received one private amendment request from CamWest to change the land use designation on approximately 54 acres of land in the South Urban Growth Area from Industrial to R-12 and Commercial and to make related policy changes; and

WHEREAS, a number of city-generated amendments have also been proposed as follows: amending the land use designation on approximately 11 acres of land from Industrial to R-12 and Commercial; updating the Land Use Element related to residential and jobs/housing targets; adding new Mixed Use – Institutional zoning district to Commercial land use designation; amending designated land use by acreage; adding policies related to Lake Washington Technical College campus; updating the Economic Development element based on the Economic Development Plan prepared by Berk and Associates; reviewing and updating the Capital Facilities Element as needed; updating population projections; and making other amendments as necessary; and

WHEREAS, on May 11, 2006, the City Council directed staff to move forward to process and analyze the submitted amendments; and

WHEREAS, a number of public meetings were held on the proposed 2006 Comprehensive Plan Amendments, including a public meeting on September 27, 2006, and at Planning Commission meetings on September 7th and 21 and on October 5, 12, and 19th; and

WHEREAS, on October 6, 2006, the review required by the State Department of Community, Trade, and Economic Development began and such review ended on December 5,

2006; and

WHEREAS, the City completed the environmental review of the proposed amendments and adopted a Determination of Nonsignificance (DNS) on October 30, 2006; and

WHEREAS, the City adopted an Addendum to the Determination of Nonsignificance (DNS) on November 17, 2006, based on new information; and

WHEREAS, the City of Duvall Planning Commission held a Public Hearing on October 26, 2006, and recommended approval of the proposed 2006 Comprehensive Plan amendments to the Duvall City Council; and

WHEREAS, the Duvall City Council held a Public Hearing on the proposed 2006 Comprehensive Plan amendments on November 9, 2006 and continued the hearing to November 21, 2006;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The 2006 amendments to the City of Duvall Comprehensive Plan, as set forth in the attached Exhibit A, are hereby adopted.

Section 2. The re-designation of the properties in the South UGA shall be consistent with the legal description designated Option B, as set forth in the attached Exhibit B. The North Parcel, Alt. 2 shall be designated "R-12" and the South Parcel, Alt. 2, shall be designated "Commercial". Such redesignation is consistent with the draft Land Use Map.

Section 3. The redesignation of the three properties in the South UGA not included as part of the legal description in Exhibit B shall be as follows; generally, the southerly parcels or portions of parcels shall be designated "Commercial" and the northern parcels or portions of parcels shall be designated "R12" at the same general location as set out for the CamWest-controlled parcels abutting Assessor's Parcel Number 2426069071, and specifically as follows:

Assessor's Parcel Number 2426069071; this parcel shall be designated "Commercial";

Assessor's Parcel Number 2426069006; this parcel shall be designated "R-12";

Assessor's Parcel Number 2426069070; the southern portion of the parcel shall be designated "Commercial" and the northern portion shall be designated "R-12". The area of the Parcel commencing at the northeast corner of Assessor's Parcel Number 2426069071 running north approximately 195 feet to the northwest corner of Assessor's Parcel Number 2426069070, then east to the northeast corner of Assessor's Parcel Number 2426069070, then south approximately 195 feet and then west back to the northeast corner of Assessor's Parcel Number 2426069071 shall be designated "R-12" and the remaining southern portion of the Parcel shall be designated "Commercial", as set forth in the attached Exhibit C.

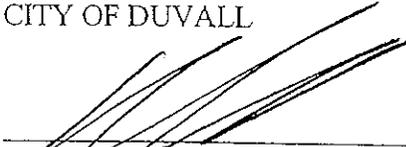
Such redesignation is consistent with the draft Land Use Map.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

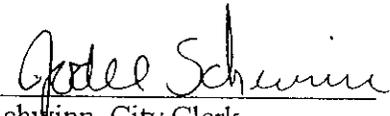
ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF DECEMBER, 2006.

CITY OF DUVALL



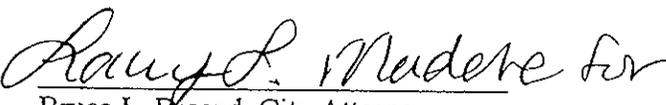
Mayor Will Tbershof

ATTEST/AUTHENTICATED:



Jodee Schwinn, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Passed by the City Council: 12-14-06

Ordinance No. 1042

Date of Publication: 12-21-06

OPTION B

**CORE DESIGN, INC.
BELLEVUE WA 98007**

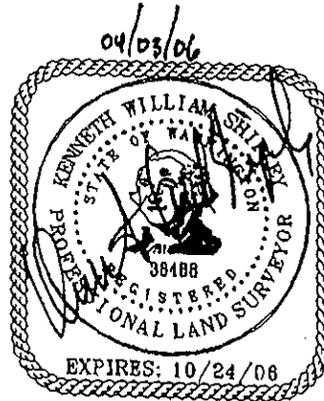
Core Project No: 06027
3/29/06

LEGAL DESCRIPTION – North Parcel, Ait #2

That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

COMMENCING at the northwest corner of said subdivision and a point on the centerline of 268th Ave. N.E.; thence S89°17'55"E, along the north line of said subdivision, 30.01 feet to the easterly right-of-way margin of said 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 41.04 feet to the south line of Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, Pages 86 and 87, records of said county and the POINT OF BEGINNING of the herein described tract of land; thence S89°52'49"E, along said south line, 1513.33 feet to the east line of said plat; thence N00°34'36"E, along said east line, 25.67 feet to the north line of said subdivision and the north line of Lot 3, King County Short Plat No. 878034, recorded under Recording No. 7812200862; thence S89°17'55"E, along the north line of said Lot 3 and Lot 4 of said short plat, 437.93 feet to the northeast corner of said Lot 4; thence S00°54'20"W, along the east line of said Lot 4, a distance of 657.99 feet to the easterly common corner between said Lot 4 and Lot 2 of said Short Plat; thence N89°23'52"W, along the common line between said Lot 4 and said Lot 2, a distance of 332.00 feet to the westerly common corner between said Lot 4 and said Lot 2; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to said easterly right-of-way margin of 268th Ave. N.E.; thence N01°55'05"E, along said margin and parallel with the west line of said subdivision, 659.72 feet to the POINT OF BEGINNING.

Contains 1,244,982± Square Feet (28.5809± Acres)



OPTION B

CORE DESIGN, INC.
BELLEVUE WA 98007

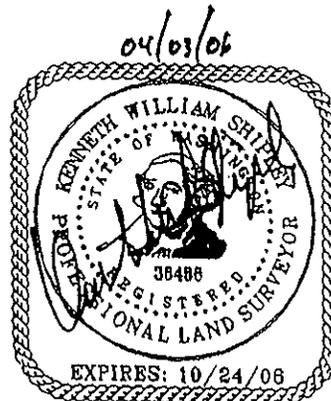
Core Project No: 06027
3/29/06

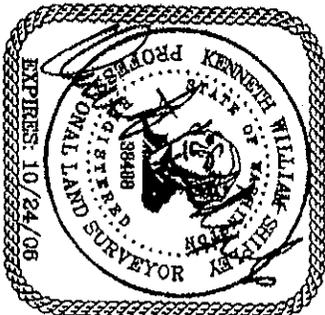
LEGAL DESCRIPTION – South Parcel, Alt #2

That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

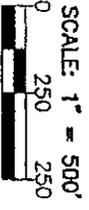
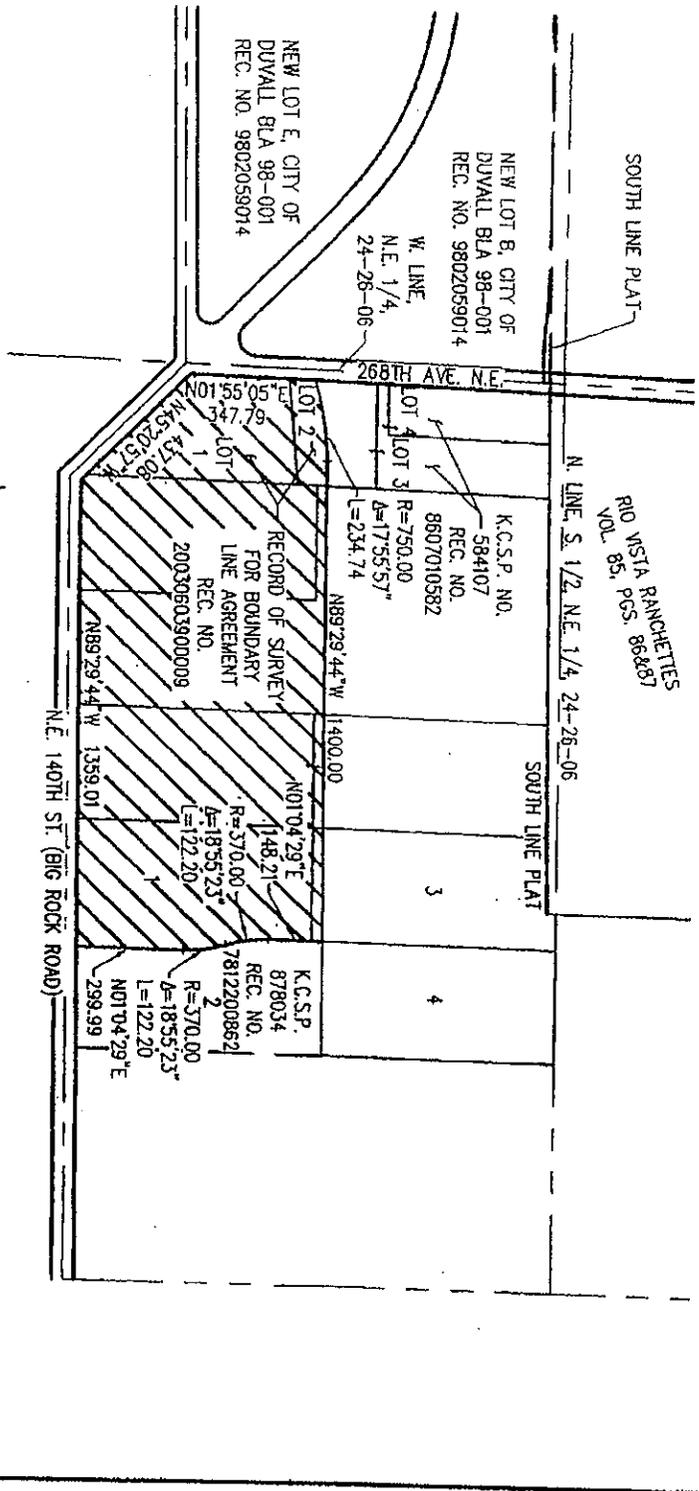
BEGINNING at the southerly common corner between Lot 1 and Lot 2, King County Short Plat No. 878034, recorded under Recording No. 7812200862 and a point on the northerly right-of-way margin of N.E. 140th St. (Big Rock Road); thence the following four courses and distances along the common line between said Lots 1 and 2, and the northerly prolongation thereof; thence N01°04'29"E 299.99 feet to a point of tangency with a 370.00 foot radius circular curve to the left; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of reverse curvature with a 370.00 foot radius circular curve to the right; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of tangency; thence N01°04'29"E 148.21 feet to the westerly common corner between said Lot 2 and Lot 4 of said Short Plat; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to the easterly right-of-way margin of 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 347.79 feet to said northerly right-of-way margin of N.E. 140th St.; thence S45°20'57"E, along said margin, 437.08 feet; thence S89°29'44"E, continuing along said margin, 1359.01 feet to the POINT OF BEGINNING.

Contains 1,090,996± Square Feet (25.0458± Acres)



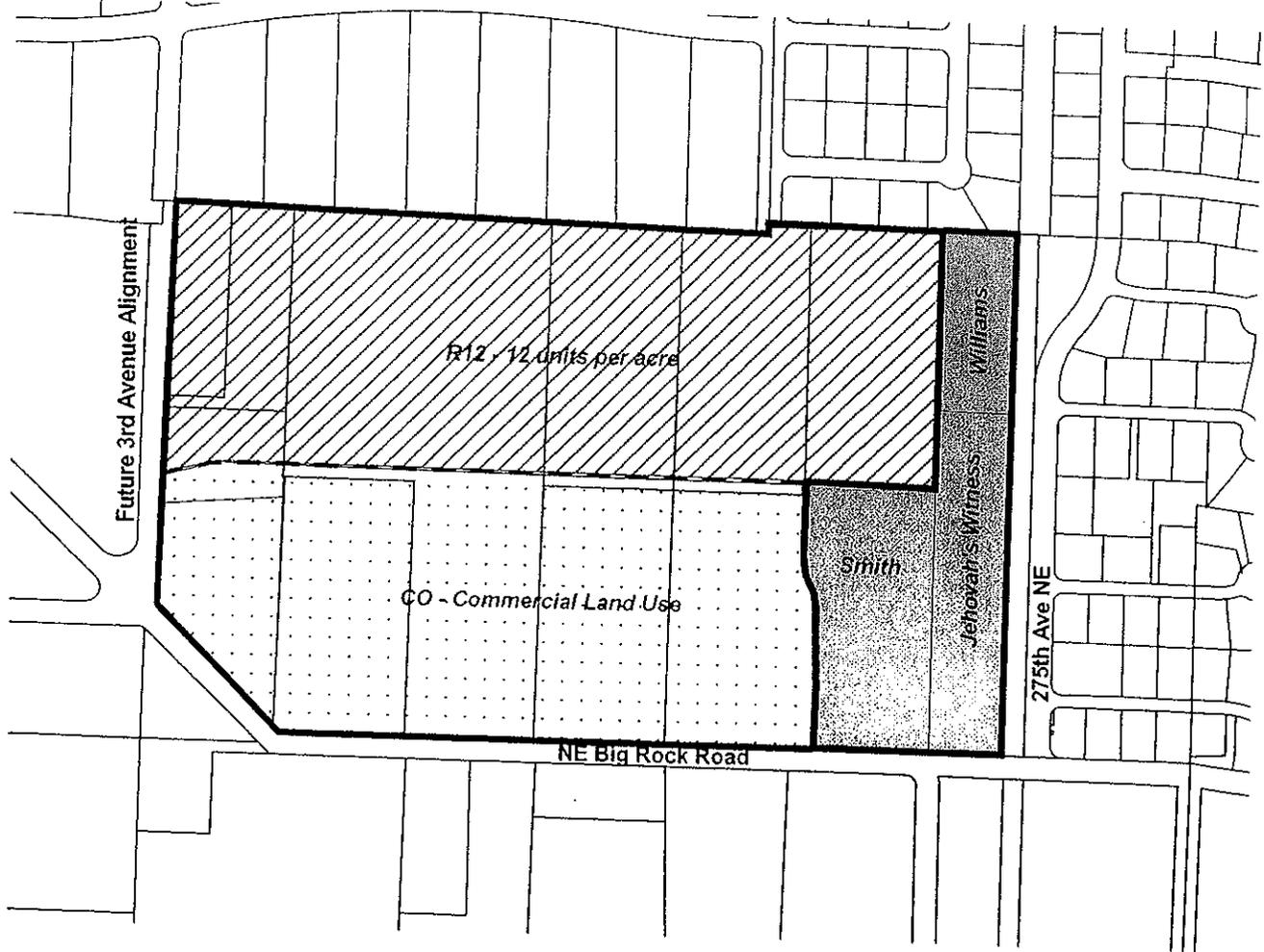


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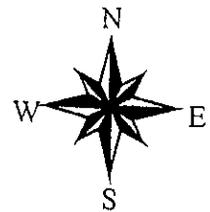


<p>DUVALL ASSEMBLAGE ANNEXATION EXHIBIT SOUTH PARCEL, ALT. 2</p>		<p>PAGE 1 OF 1</p>
<p>CORE DESIGN</p> <p>ENGINEERING · PLANNING · SURVEYING</p> <p>14771 NE 29th Place, #101 Bellevue, Washington 98007 425.885.7877 Fax 425.885.7963</p>		
<p>JOB NO. 06027</p>		

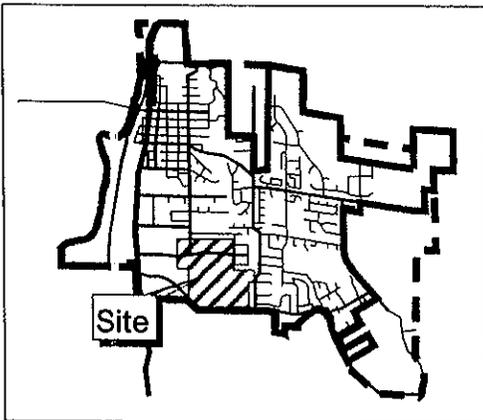
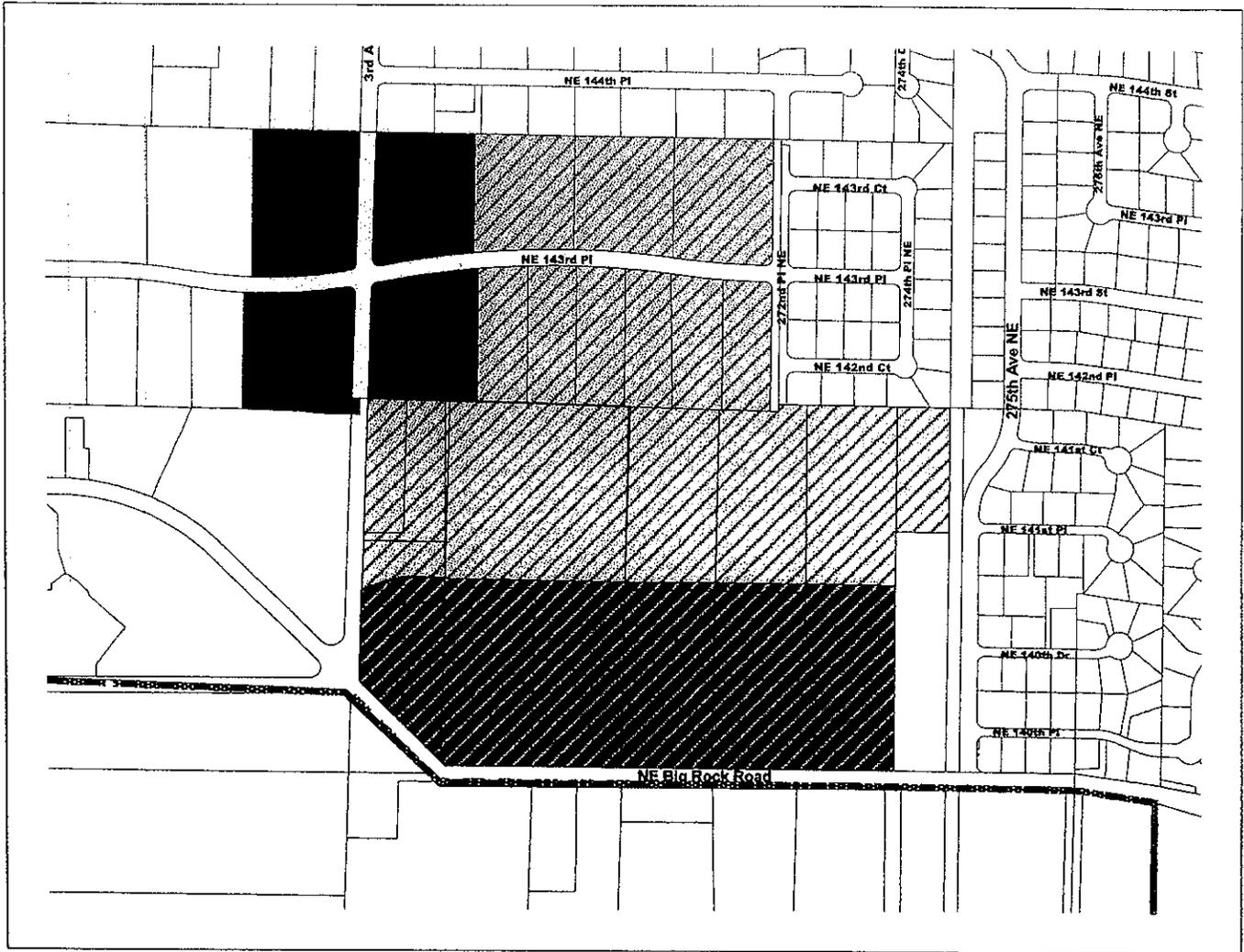
Williams/Smith/Jehovah's Witness (Not Part of Camwest)



City of Duvall
Vicinity Map



South UGA Pre-Zoning to R12, MU12, MU-I



0 500 1000 Feet



1:7,200



LEGEND

-  MU-I Mixed Use - institutional
-  MU12 Mixed Use - commercial and residential
-  R12 Residential 12 units per acre
-  Urban Growth Area Boundary
-  Corporate City Limits
-  Parcels

City of Duvall
Vicinity Map

Exhibit E

October 25, 2006

Re: Proposed Mixed-Use Community to be located northeast of 3rd Ave NE and Big Rock Road in Duvall, WA.

Dear Glencairn Homeowners:

At a recent informational meeting, CamWest Development discussed the proposed community immediately adjacent to the southern portion of the Glencairn neighborhood. The community comprises approximately 65 acres currently zoned light industrial, which is being reviewed by the City of Duvall for re-designation to commercial and R-12 to accommodate the proposed Lake Washington Technical College campus and related commercial and residential uses.

At the meeting, Glencairn residents requested that CamWest consider several issues of importance to the neighborhood in the planning of the new community. CamWest has committed to work with the Glencairn neighborhood on the following matters:

1. Connection of 272nd
 - a. CamWest will not oppose the neighbors' discussions with the City of Duvall regarding the possibility of not connecting 272nd to the proposed CamWest development to the south of the neighborhood.
 - b. If the City of Duvall requires a connection, CamWest will work with the City to limit the direct access of 272nd to Big Rock Road in an effort to minimize cut through traffic.
 - c. CamWest will take reasonable steps to limit construction traffic using 272nd during construction of infrastructure as well as during home construction. Such steps shall include a temporary construction chain link fence prohibiting the passage of vehicles along 272nd and CamWest providing written notification to vendors and suppliers that 272nd shall not be used for construction access.
 - d. If CamWest is not required to provide road access to 272nd, CamWest will provide a pedestrian access to the north via a trail system within the vicinity of the wetland buffer.
2. CamWest agrees to a minimum setback from existing homes along the common boundary of 10' greater than the current Duvall Residential 8 units per acre (R-8) zoning rear yard setback or as may be modified by mutual agreement between the neighborhood and CamWest during the site planning stage. The current Duvall R-8 rear yard set back is 15'; therefore, the agreed upon setback is 25' as per City of Duvall zoning code.
3. CamWest agrees to preserve healthy landmark trees within a 20' to 30' swath along the common boundary between the CamWest development and the Glencairn community/subdivision. Landmark trees are those trees which are at least 12" in diameter at breast height (approximately 4' above the ground) and shall not include alders, maples or cottonwoods

9720 NE 120th Pl.
Suite 100
Kirkland, WA
98034

425-825-1955
Fax 425-825-1565
camwest.com

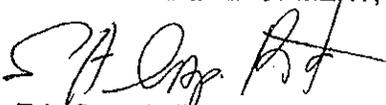
Exhibit E

4. CamWest agrees to work with the neighbors on the site plan for the CamWest development adjacent to the neighborhood prior to a being submitted to the City of Duvall.
5. CamWest agrees to build only detached single-family homes that abut the southern property line of the Glencairn neighborhood.
6. CamWest agrees to work with the City to use low glare lighting in the residential area of the proposed community.

Thank you for your interest in the new community, if you have any questions regarding this development, please do not hesitate to contact Leslie Paterson, the Development Project Manager for this project directly at 425-825-1955.

Sincerely,

CAMWEST DEVELOPMENT, INC.



Eric Campbell
President



DEVELOPMENT AGREEMENT**CITY OF DUVALL****Exhibit 3**

And

CAMWEST DEVELOPMENT, INC.

This Development Agreement ("Agreement") is entered into this 14th day of December, 2007, by and between CamWest Development, Inc., a Washington corporation, CamWest Duvall LLC, a Washington limited liability company, (collectively "CamWest") and the City of Duvall, a Washington municipal corporation ("City").

RECITALS

- A. CamWest owns or otherwise has an interest in certain real property located within the City of Duvall South Urban Growth Area ("UGA") consisting of nine parcels totaling approximately 50.45 acres, which are more fully described on **Exhibit A** attached to this Agreement and incorporated herein. The City owns three parcels consisting of approximately 4.94 acres within the South UGA that are more fully described on **Exhibit B** attached to this Agreement and incorporated herein. These twelve parcels total approximately 55.39 acres.
- B. On June 8, 2006 the City adopted an Annexation Plan which provided for the annexation of the South UGA, including the properties described in Paragraph A, above. The City completed the annexation of the South UGA on August 9, 2007.
- C. The City, CamWest and the Lake Washington Technical College (the "College") entered into a Memorandum of Understanding dated November 10, 2005 ("the Tri-Party Agreement"), and an Agreement Implementing Memorandum of Understanding dated July 26, 2007 ("the Implementing Agreement") which provides for multiple real estate transactions involving the properties described in Paragraph A. When the Tri-Party Agreement is fully implemented, the College will own a 10-acre parcel where it will locate its Duvall Campus and the City will own a 2-acre parcel and 2.9 acres of park(s). CamWest will own the remaining property for its proposed residential and mixed-use development. For purposes of this Agreement, these parcels are referred to as "the Camwest Property", "the City Property", and "the LWTC Property", respectively.
- D. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. A copy of Ordinance 1042, approving the amendments, is attached hereto as **Exhibit D** and incorporated herein. The CamWest Property was

designated Residential 12 (R-12) on the northern portion of the Property and Commercial on the southern portion of the CamWest Property as is more fully set out in the map attached as Exhibit C to Ordinance 1042.

- E. On July 26, 2006, CamWest and other property owners filed a Notice of Intent to Annex the properties identified in Paragraph A, above, and other real property located within the South UGA (collectively the "Annexation Area") pursuant to the direct petition method. The Annexation Area consists of approximately 108 acres. The City Council passed Resolution 06-12 on September 14, 2006 accepting the Notice of Intent to Annex. A copy of Resolution 06-12 is attached hereto as **Exhibit C** and incorporated herein. Resolution 06-12 includes conditions of annexation that apply specifically to the properties described in Paragraph A, above, and other conditions that apply to all of the Annexation Area. Condition 3 required the execution of a pre-annexation agreement between CamWest and the City.
- F. On July 26, 2007 the Council approved zoning for the Annexation Area to become effective upon annexation of the Annexation Area and approved a Pre-Annexation Agreement between the City and CamWest. **Exhibit E** depicts the zoning on the CamWest Property upon annexation into the City. The northern portion of the CamWest Property is zoned R-12. The southern portion of the CamWest Property, the LWTC Property and City Property, are zoned Mixed-Use Institutional ("MU-I") as depicted on Exhibit E. **Exhibit F** is a copy of the Pre-Annexation Agreement.
- G. The Pre-Annexation Agreement provides that a number of details related to the development of the CamWest Property and the City Property be set forth in a Development Agreement between the City and CamWest.
- H. Development Agreements are authorized by RCW 36.70B.170 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 real property for the duration specified in the agreement."
- I. The City and CamWest intend to create uniform processes and standards for development of the CamWest and City Properties. This Agreement does not apply to the LWTC and City Properties, except as specifically set forth herein and to the extent necessary to carry out the terms and conditions of the Tri-Party Agreement between the City, CamWest and the College.

Pursuant to the provisions of RCW 36.70B.170, et seq., and in consideration of the mutual promises, benefits and obligations set forth herein, the City and CamWest enter into the following Development Agreement:

GENERAL DEVELOPMENT PROVISIONS

1. Residential Development Limitation. CamWest shall be permitted to develop up to 374 dwelling units on the CamWest Property. Approximately 244 of these units will be located in the area zoned R-12 north of NE 141st Place. This quantity is based on the R-8 residential cap established in Section 3.2 of the Pre-Annexation Agreement. The balance of the residential units may be located in the portion of the CamWest Property zoned MU-I south of NE 141st Place. The

residential cap on the MU-I portion of the CamWest Property shall be the total cap of 374 units less the number of units developed on the R-12 portion. In the event that CamWest assigns its interest in a purchase and sale agreement to a related or non-related third party who closes thereon, the cap shall apply to the assignee's interest.

2. Non-Residential Development. In the portion of the CamWest Property zoned MU-I south of NE 141st Place, CamWest shall also be permitted to develop non-residential uses permitted in the MU-I zone district. The conceptual site plan for the MU-I zoned area assumes approximately 140,000 square feet of office, commercial, and/or retail space. The City and CamWest will determine the actual amount of commercial space to be developed as part of the binding site plan process for the area zoned MU-I after completion of the City's review of sensitive area studies, traffic studies, the park plan and other components of the proposal.
3. Reduction of Allowed Development in the MU-I Zone. Pursuant to Section 3.2 of the Pre-Annexation Agreement, if CamWest does not close on all of the CamWest Properties in the MU-I zone by December 31, 2009, CamWest's cap shall decrease proportionately based upon actual development capacity of each parcel after accounting for all constraints, including sensitive area, determined in accordance with the regulations in effect on the date this Development Agreement is approved, unless otherwise agreed to by the City and CamWest.
4. Vesting. Development of the CamWest Property shall be regulated by and shall occur pursuant to the provisions of the Duvall Municipal Code ("DMC"), including but not limited to the Uniform Development Regulations adopted in DMC Title 14, the Development Design Standards and the City's various impact fee rates and schedules as follows:
 - a. The CamWest Property shall be vested to those ordinances, regulations and design standards, for a period of ten years commencing on the date this Development Agreement is executed, provided building permit applications shall be vested to the building code in effect at the time of building permit application.
 - b. There shall be no vesting of permit fees, impact fees, or other fees associated with the project.
 - c. The City will not apply subsequently adopted ordinances pertaining to development regulations and design standards to development of the CamWest Property, either directly or indirectly (i.e., by imposing requirements for such compliance pursuant to the State Environmental Policy Act), provided that the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
 - d. Notwithstanding these vesting provisions, CamWest may utilize the binding site plan process described in Section 12.

5. Permitted Uses. The uses permitted in the R-12 area shall be the uses set forth in DMC Chapter 14.14. The uses permitted in the MU-I area shall be the uses allowed by DMC Chapter 14.19.
6. Phasing of Development.
 - a. CamWest shall submit a master development plan and phasing plan with the development permit applications for the first phase of its development.
 - b. The master development plan shall identify, at a minimum, the general location of building footprints, roads, parks and recreational spaces, sensitive areas and associated buffers, open space, plazas, and pedestrian elements (including trails and sidewalks). The master plan shall demonstrate that the site is being developed in an integrated and cohesive manner, and reflect existing conditions such as topography and sensitive areas, subject to the provisions of Section 6(d), below.
 - c. The phasing plan shall identify, to the extent feasible, CamWest's most current plans for the phased development of the CamWest Property, including the proposed location of affordable housing. The phasing plan shall identify the anticipated areas of development in each phase, the types of uses anticipated in each phase, the internal infrastructure (internal roads, pedestrian elements, utilities, stormwater system improvements, parks and recreational spaces, and open space) which are anticipated to be necessary for each phase, and any offsite infrastructure improvements that will be necessary to support each phase.
 - d. The phasing plan shall further provide that a site plan application for at least one (1) mixed use and/or commercial building shall be submitted by CamWest within five years after the approval date of the Development Agreement or within one year of the date of issuance of a certificate of occupancy for the first College building, whichever occurs first. CamWest shall commence construction of such mixed use and/or commercial building within the time period allowed by City Code after applicable permits for such building are issued. Construction of such a building shall be completed within one year of issuance of a building permit unless an extension is authorized by the City pursuant to City code.
 - e. The parties acknowledge that the master development plan and phasing plan may be changed from time to time based on infrastructure availability, market conditions, sensitive areas, and other factors, many of which are beyond the control of the City and CamWest. CamWest shall be entitled to revise the master plan and phasing plan from time to time with City approval so long as the master plan and phasing plan provide for the development of parks, recreational improvements and affordable housing as set forth in this Agreement.

SEPA PROCESS

7. Phased SEPA Review. The City and CamWest acknowledge that many of the major components of the development of the CamWest Property are not known at this time but will be identified pursuant to the processes and standards set forth in this Agreement. Because of this uncertainty, the City and CamWest agree to conduct phased SEPA review pursuant to the provisions of WAC 197-11-060(5). The City's environmental documents shall, pursuant to WAC 197-11-060(5)(e), specifically indicate that environmental review is being phased.
8. Prior SEPA Review. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the CamWest Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. No appeals from that environmental review occurred.
9. SEPA Review for Phase 1 of Development. CamWest's application for Phase 1 of its development of the CamWest Property shall include an environmental checklist for and any supporting studies required for Phase I of the CamWest Property and to the extent information is available, full build out of the balance of the property. In addition, CamWest shall submit the following information no later than the date of submission of the phase one application:
 - a. The master development plan and phasing plan for the development of the CamWest Property (see Section 6 for details).
 - b. A traffic report on the traffic to be generated by full buildout of the CamWest Property (see Section 16 for details), and prepared in accordance with the Comprehensive Plan.
 - c. A sewer capacity analysis for the conveyance system (sewer lines) serving the CamWest Property, assuming full buildout.
 - d. A stormwater report assuming full buildout of the CamWest Property (see Section 20 for details).
 - e. A sensitive areas report for the CamWest Property and the City Property (see Section 18 for details).
 - f. Any other studies or reports required by DMC Chapter. 14.08.

For purposes of these studies, "full buildout" shall assume the levels of development specified in Section 16(c).

10. SEPA Review – Future Phases of Development. At the time of submission of permit applications for future phases of development of the CamWest Property, CamWest shall submit an environmental checklist and any supporting documentation regarding potential impacts of that phase of the development,

except to the extent such impacts have been previously subjected to environmental review and mitigation as set forth in this Agreement, provided that additional environmental review shall be required if there is an increase in the allowable development limitations established in Section 16(c) of this Agreement and as allowed by law.

BOUNDARY LINE ADJUSTMENTS AND BINDING SITE PLANS

11. Boundary Line Adjustments. The properties described in Recital A currently contain twelve legal lots. In order to implement the Tri-Party Agreement, it will be necessary for the City and CamWest to complete a boundary line adjustment which creates the parcels to be conveyed to LWTC. In addition, CamWest may need to obtain approval of additional boundary line adjustments to create the parcels needed for implementation of its phasing plan. CamWest shall be responsible for preparation and submission of such boundary line adjustments.

- a. CamWest has submitted a boundary line adjustment application pursuant to Sections 8.3 and 8.4 of the Pre-Annexation Agreement to create the parcels to be transferred to LWTC pursuant to the Tri-Party Agreement. The City has agreed to complete review of the application so that it may be recorded no later than fourteen (14) days following the expiration of the appeals period for this Development Agreement or the satisfactory resolution of an appeal, if one is filed.

12. Binding Site Plan Process. At this time, the City does not have an ordinance establishing a binding site plan process, although the City is authorized to adopt such an ordinance by RCW 58.17.035. The City and CamWest acknowledge that development of the portion of the CamWest Property which is zoned MU-I, including development of the first mixed use and/or commercial building described in Section 8.5 of the Pre-Annexation Agreement and creation of the parcel to be transferred to the City pursuant to the Tri-Party Agreement and the Pre-Annexation Agreement will require approval of a binding site plan. The City agrees to draft and adopt, following procedures set forth in DMC Chapter 14.08, an ordinance creating a binding site plan process as expeditiously as possible following the execution of this Agreement.

CAMWEST OBLIGATIONS RELATED TO MU-I ZONED AREA

13. First Mixed Use/Commercial Building. Section 8.5 of the Pre-Annexation Agreement requires CamWest to submit a site plan application for one (1) mixed use and/or commercial building as part of a future phase of the CamWest development within five years after approval of this Development Agreement or within one year of the date of issuance of a certificate of occupancy for the first LWTC building on the LWTC property, whichever comes first. The City and CamWest acknowledge that LWTC's schedule for completion of its first building may be modified so that such completion will occur much sooner than anticipated by the City and CamWest at the time the Pre-Annexation Agreement and this Agreement were executed. As a result, the City Planning Director is authorized to

modify the schedule for development of the mixed use and/or commercial building for good cause as demonstrated by CamWest.

14. Timing of Development of Mixed Use/Commercial Buildings. The City and/or CamWest may request that one or more commercial buildings on the CamWest Property be processed outside the sequential steps set out in this Agreement for the purposes of economic development in Duvall. Specifically, one or more commercial buildings may be processed in accordance with City procedures, including the consideration of concurrent review of engineering drawings and building permit plans.

- a. If CamWest desires to construct any of the mixed use/commercial buildings in the MU-I zone prior to completion of the Phase I SEPA review, CamWest may submit a development application to the City for review and approval, subject to the following terms:
 - i. CamWest shall submit a master development plan for the MU-I area. To ensure that development of the site occurs in an integrated manner, this plan shall take into consideration, to the extent that they have been identified, the future location of the City Property and the LWTC buildings.
 - ii. The development application will be reviewed by the City in accordance with the appropriate permit type set forth in DMC Chapter 14.08.
 - iii. CamWest shall provide SEPA documentation assessing the impacts and potential mitigation measures specific to the proposed development. The requirements for full build out pursuant to Sections 9 and 10 of this Agreement will not apply if the commercial land use application precedes the Phase I application.
 - iv. The City agrees to process the development application as expeditiously as possible, and CamWest agrees to provide information requested by the City in a timely manner.
 - v. Expediting of a commercial building(s) pursuant to this section does not relieve CamWest of the requirements of the Development Agreement for the balance of the CamWest Property.

15. Conveyance of Property to City and Improvements to that Parcel. Pursuant to the Tri-Party Agreement, CamWest is obligated to transfer two acres of property (the "City Property") in the area zoned MU-I to the City of Duvall to establish a city facility, unless otherwise agreed by the City. CamWest is also obligated, pursuant to Section 8.2 of the Pre-Annexation Agreement, to provide certain improvements to the City Property. The following rules shall apply to the creation and development of the City Property.

- a. The general location of the City Property shall be identified on the Master Development Plan submitted with the Phase I development application.

- b. The City and CamWest shall, in good faith, negotiate the precise location of the City Property. CamWest shall, within sixty days after agreement is reached on the location of the City Property, submit an application for a binding site plan approval to create the parcel to be known as the City Property, provided that a binding site plan process is in place.
- c. CamWest shall transfer the City Property to the City within thirty days after approval and recording of the binding site plan creating the City Property, unless the City requests a delay in the transfer.
- d. The City Property shall contain two unencumbered buildable acres as set forth in Section 4.6 of the Pre-Annexation Agreement. The exact size of the City Property may vary by no more than five hundred square feet without the approval of CamWest and the City.
- e. If the City decides to develop the City Property for its own use, the following shall apply:
 - i. The City agrees to submit its proposed plans for development of the City Property to CamWest for review and comment at an early stage in the process of formulating those plans to ensure coordinated development and so that CamWest can provide input on the design. To the extent the plans are subsequently modified by the City, the revised plans shall also be submitted to CamWest for review and comment. The purpose of CamWest's review will be to assure that, to the maximum extent feasible, the City's plans provide for development that is compatible and in keeping with the style of CamWest's adjacent development. While the City will retain ultimate decision making authority regarding the design and development of the City Property, the City and CamWest agree to cooperate in good faith to maximize compatibility. CamWest agrees to review plans as expeditiously as possible.
 - ii. CamWest is responsible for providing a finished grade pad on the City Property, including installed utilities and improved street frontage. CamWest shall provide the finished grade elevation to the City for approval prior to construction drawing approval for the pad.
 - iii. The City and CamWest shall negotiate and determine in good faith, the design and schedule for the completion of the utilities and street frontage improvements once the City's plans for the use of the City Property are finalized. CamWest shall be responsible for obtaining any permits and approvals (e.g., grading, utility) necessary to construct the finished grade pad, utilities and frontage improvements, and may either submit separate applications for such permits or combine them with applications for development of adjacent portions of the CamWest Property, except for off-site

sewers as provided in Section 8.6 of the Pre-Annexation Agreement.

- iv. CamWest shall, subject to City approval, install utilities serving the City Property, in order to allow coordination with development of other portions of the CamWest Property. If CamWest proceeds with such construction prior to identification of specific plans for the City Property, CamWest shall provide the City with copies of its plans so that the City and CamWest can, in good faith, identify manholes, stub-outs and other improvements in the locations most likely to serve the future development of the City Property.
 - v. The City and CamWest agree that CamWest may install stormwater facilities on the City Property to serve the City Property, provided that there is an unencumbered 2 acre site and that such facilities do not interfere with future development of the City Property. Such facilities may be located in parking areas or other areas as allowed by city code which will not interfere with the construction of buildings or other structures on the City Property, as provided herein.
- f. If the City decides to sell the City Property, the following shall apply:
- i. CamWest shall have a right of first refusal to re-acquire the City Property from the City. In the event that the City decides to sell the City Property, the right of first refusal granted by this Agreement shall require the City to give CamWest written notice of the City's intent to sell the City Property and written notice of any bona fide offer on the City Property which the City is willing to accept. CamWest shall have thirty calendar days after written receipt of notice of a bona fide offer to exercise the right of first refusal on the same terms by giving the City notice of CamWest's intent in writing. If CamWest fails to exercise the right of first refusal, the City shall then be free to accept the bona fide offer. In the event that the City either makes or receives a counteroffer that is materially different than the terms of the original bona fide offer, the City shall notify CamWest of the revised terms of the offer and CamWest shall have fifteen calendar days to either exercise or waive the right of first refusal. In the event that CamWest waives its right of first refusal with regard to a particular bona fide offer and the City does not accept the bona fide offer, CamWest shall retain the right of first refusal regarding any future offer that the City may receive for the City's Property, pursuant to the terms set forth herein.
 - ii. If CamWest does not elect to purchase the City Property, the City agrees to impose a restrictive covenant on the City Property prior to transfer to a third party requiring future owners of the City

Property to comply with the design review and utility approval processes set forth in Section 15(e), above.

TRANSPORTATION IMPROVEMENTS

16. **Traffic Report.** Pursuant to Section 9, CamWest shall submit a traffic report as part of the application for the first phase of development of the CamWest Property. The traffic report shall assume full buildout of the CamWest Property and shall include the following information and be prepared consistent with the Comprehensive Plan.
- a. Current traffic counts and Level of Service (LOS) calculations for the following offsite intersections on principal arterials, minor arterials, and collector arterials located within the City limits which are likely to realize an impact as the result of traffic from the development of the CamWest development. LOS shall be determined for each movement at signalized intersections and on an intersection averaging basis for unsignalized intersections so that any potential LOS problems and solutions can be identified.
 - i. SR 203 and Big Rock Road
 - ii. SR 203 and NE 143rd Place
 - iii. SR 203 and NE 145th
 - iv. SR 203 and Woodinville-Duvall Road
 - v. SR 203 and Stephens
 - vi. Big Rock Road and 3rd Avenue
 - vii. NE 143rd Place and 3rd Avenue
 - viii. NE 145th and 3rd Avenue
 - ix. 3rd Avenue and NE Kennedy Drive
 - x. 3rd Avenue and Stephens Street
 - xi. SR 203 and NE Kennedy Drive
 - b. An anticipated completion date for development of the CamWest Property of 2017 (hereinafter referred to "build out year") shall be used in the traffic analysis. Background land use growth and pass-through traffic assumptions will be coordinated with the City and shall be consistent with the City's comprehensive plan or updated information.
 - c. Trip generation for full buildout of the CamWest Property assuming development of the property at the following maximum levels:

- i. 244 dwelling units in the area zoned R-12
 - ii. 130 dwelling units in the area zoned MU-I
 - iii. 140,000 square feet of commercial uses in the area zoned MU-I. The City and CamWest shall meet and agree on the types of commercial uses to be assumed in the trip generation analysis.
 - iv. The background traffic generation rates shall assume buildout of the City Property with a 35,000 square foot municipal services building, buildout of the LWTC site in accordance with the Tri-Party Agreement and buildout of the Washington Holdings site, as well as any other significant development anticipated in the vicinity.
- d. An assumption regarding background land uses and/or a growth rate for background traffic will be mutually agreed upon by CamWest and the City of Duvall.
 - e. Trip generation for full buildout of the properties immediately west and north of the CamWest Property at levels consistent with existing zoning of those properties. To the extent that applications and/or traffic studies have been submitted and reviewed by the City for those properties, CamWest's traffic study shall rely on the data in those reports as the best available information on trip generation for those sites.
 - f. A trip distribution analysis and projected traffic counts and LOS calculations for the intersections identified in Section 16(a) in the build-out year with and without buildout of the CamWest Property.
 - g. Following submission of CamWest's traffic study, the City shall have the report peer reviewed by the City's traffic consultants. Any discrepancies between the traffic study and the peer review shall be resolved by mutual agreement of the City and CamWest in a final traffic report.

17. Frontage Improvements.

- a. Improvements to 3rd Avenue
 - i. In accordance with Section 7.2 of the Pre-Annexation Agreement, CamWest shall be responsible for the design and construction of 268th/3rd Avenue from the terminus of Big Rock Road to NE 143rd Place (3rd Avenue Extension) as approved by the City prior to final plat approval for Phase I of the CamWest development.
 - ii. The construction of the 3rd Avenue/Big Rock intersection shall be subject to the provisions set forth in Section 7.2 of the Pre-Annexation Agreement.

- iii. If the first phase of residential development triggers access other than 3rd Avenue (e.g., Big Rock Road or 143rd Place), CamWest shall be responsible for associated frontage improvements as determined in the transportation impact analysis.
- iv. Additional provisions applicable to the CamWest development shall be as follows:
 1. Full street improvements in 3rd Avenue shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f). The centerline of the right-of-way improvements shall be the centerline of existing 3rd Avenue, unless agreed to by the City and CamWest due to environmental or right-of-way issues.
 2. CamWest shall dedicate sufficient additional right of way, if any is required, on its frontage on 3rd Avenue to accommodate the improvements required to provide its share of the frontage improvements.
 3. If the right-of-way required to accommodate full street improvements required for the construction of 3rd Avenue is not available, CamWest shall make a good faith effort to obtain dedication of the additional right-of-way but shall not enter into any agreement to pay for such right-of-way without first advising the City in writing of the potential cost of that right-of-way and allowing the City to decide whether to either allow CamWest to acquire the additional right-of-way (recognizing that CamWest will receive 100% credit against transportation impact fees for such costs as calculated in the City's impact fee program) or allowing the City to identify that portion of the improvements which do fit within the available right-of-way and requiring CamWest to construct only that portion of the improvements. The City shall have thirty days from receipt of CamWest's notice of the potential cost of the right-of-way to make such a decision. If the City does not agree to the cost of acquisition within that period or if CamWest is unable to obtain dedication of the additional right-of-way, CamWest shall be required only to construct that portion of the improvements which will fit within in the existing right-of-way in 3rd Avenue and any additional right-of-way to be dedicated by CamWest on its frontage.
 4. If the adjacent property owner west of the CamWest Property does not complete improvements to that portion of 3rd Avenue south of the anticipated alignment of NE 141st

Place, CamWest will complete those improvements to the extent that the City acquires the right-of-way necessary for those improvements. The timing of construction of such improvements and design of those improvements shall be determined by the City based on (a) the availability of right-of-way, (b) the timing and level of development on the CamWest Property, the College Property, and the property west of 3rd Avenue, and (c) the need for such improvements to achieve adequate Levels of Service on streets in the vicinity of the CamWest Property.

- v. CamWest shall be entitled to credits against transportation impact fees related to the improvements to 3rd Avenue as follows:
 1. Consistent with applicable Duvall policies and State statutes and case law, to the extent that CamWest designs and constructs the 3rd Avenue, CamWest shall receive one hundred percent (100%) credit against its transportation impact fees for off-site improvements to 3rd Avenue, as calculated in the City's impact fee program. For this purpose, off-site improvements are all street improvements where improvements do not abut the CamWest Property (i.e., all improvements north of the northwest corner or south of the southwest corner of the CamWest Property) and all half-street improvements on the west side of 3rd Avenue opposite CamWest's frontage.
 2. CamWest shall receive a forty five percent (45%) credit for the half-street frontage improvements abutting the CamWest Property, as calculated in the City's impact fee program. In the event that the traffic impact analysis requires a full street improvement in lieu of a half-street improvement along the CamWest Property frontage, CamWest shall be entitled to one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements.
 3. Eligible costs for credit against transportation impact fees include design, engineering, and construction costs and the costs of right-of-way acquisition and the value of property dedication required for construction of the improvements. CamWest shall maintain accurate records of all costs and payments eligible for such credit and shall segregate costs associated with offsite improvements and costs associated with the half street frontage improvements abutting the CamWest Property. Such records shall be provided to the City in support of an application by CamWest for such transportation impact fee credits. Credits may be applied against transportation impact fees for all phases of the

CamWest development, but in no event shall the total impact fee credits for transportation improvements made pursuant to this Agreement exceed the total amount of transportation impact fees owing by CamWest for its development.

- b. Improvements to Big Rock Road. If the location of Phase I development (e.g., centrally located in the R-12 area) utilizes Big Rock Road east of 3rd Avenue for primary access, the following shall apply:
- i. CamWest shall, as a condition of Phase I development, construct the full street improvements connecting its development to Big Rock Road. Such improvements shall be constructed by CamWest at CamWest's expense and no credit against transportation impact fees will be provided.
 - ii. Further, as a condition of Phase I development, CamWest shall construct frontage, channelization, and other associated improvements along Big Rock Road as determined in the traffic impact analysis. Consistent with applicable Duvall policies and state statutes, CamWest shall receive a full credit against transportation impact fees owing for its off-site improvements. CamWest shall receive a 35% credit for half-street improvements abutting the CamWest Property.
 - iii. Full street improvements for the new road shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f).
 - iv. In determining the appropriate right-of-way width along Big Rock Road, the City will determine the right-of-way needed to accommodate growth to the east of the CamWest Property (e.g., UGA-Reserve area). Buildings shall be set back a sufficient distance to allow for future right-of-way dedications or acquisition without the necessity of removing or relocating buildings. Structures adjacent to Big Rock Road shall be located so that they are consistent with the primary pedestrian street and all other applicable standards in DMC Section 14.34. This requirement shall apply to both the CamWest Property and the City Property.
- c. Secondary Access. City regulations require a secondary access to a development in excess of 100 residential units. At such time that this requirement is triggered, the following shall apply:
- i. CamWest shall construct a second access to the CamWest development prior to occupancy of any residential units in excess of 100 units. Such access may be to either Big Rock Road or to

NE 143rd Place, provided such second access shall be located east of 3rd Avenue if the first access is on 3rd Avenue.

- ii. In the event that the secondary access is to Big Rock Road, frontage improvements to Big Rock Road shall be required as determined by the Traffic Impact Analysis prepared in accordance with Section 16.
- iii. In the event that the second access is entirely within the CamWest Property, it shall be constructed by CamWest at CamWest's expense and no credit against transportation impact fees will be provided. To the extent that the second access and any required additional mitigation is located offsite, CamWest shall be eligible for a credit against impact fees based upon the City's impact fee program.

d. Realignment of Intersection of Big Rock Road and 3rd Avenue. The parties anticipate that the alignment of 3rd Avenue south of NE 141st Place and the intersection of 3rd Avenue and Big Rock Road may be modified in conjunction with the development of property west of the CamWest Property. This realignment is the City's preferred alternative for the ultimate design of these improvements. However, whether and when the development of the property west of the CamWest site occurs is unknown. As a result, the parties agree as follows:

- i. If some or all of the right-of-way for the realignment of 3rd Avenue to Big Rock Road is available at the time that CamWest is prepared to proceed with the construction of 3rd Avenue, CamWest shall improve the available right of way in that portion of 3rd Avenue from NE 143rd Place to Big Rock Road as part of that phase of development.
 - 1. Full street improvements in 3rd Avenue shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically provided herein or as specifically agreed to pursuant to Section 17(f)
 - 2. To the extent possible, the City and CamWest shall endeavor to coordinate construction of the improvements in 3rd Avenue with the owners of the property adjacent to the right of way for realigned 3rd Avenue.
 - 3. CamWest shall receive credits for the cost of any improvements constructed pursuant to this subsection, as set forth in Section 7.2.5 of the Pre-Annexation Agreement.
- ii. If the right-of-way for the realignment of 3rd Avenue from NE 141st Place to Big Rock Road is not available at the time that CamWest constructs 3rd Avenue, CamWest shall make a good faith

effort to obtain dedication of the required right-of-way but shall not enter into any agreement to pay for such right-of-way without first advising the City in writing of the potential cost of that right-of-way and allowing the City to decide whether to either allow CamWest to acquire the additional right-of-way (recognizing that CamWest will receive 100% credit against transportation impact fees for such costs as calculated in the City's impact fee program) or allowing the City to identify that portion of the improvements which do fit within the available right-of-way and requiring CamWest to construct only that portion of the improvements. The City shall have thirty days from receipt of CamWest's notice of the potential cost of the right-of-way to make such a decision. If the City does not agree to the cost of acquisition within that period or if CamWest is unable to obtain dedication of the additional right-of-way, CamWest shall be required only to construct that portion of the improvements which will fit within in the available right-of-way in 3rd Avenue.

- e. Improvements to internal roads, alleys and access tracts. CamWest shall bear the full cost of the improvement of all internal roads, alleys and access tracts in the CamWest Property. The improvements to these roads, alleys and access tracts shall be constructed in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f).
- f. Required Right-of-Way. Right-of-way shall be provided in accordance with the Development Design Standards. Reductions to the width of the right-of way may be considered by the City based upon criteria set forth in these standards. Reductions allowed under the residential and commercial access street standards shall also apply to the arterial road standards.
- g. Connections to Glencairn Neighborhood. The City and CamWest have agreed that the second access road required by Section 17(c) shall not be located so as to enter the Glencairn neighborhood northeast of the CamWest Property. The City shall determine, in its own discretion, whether such a connection will be required as an additional access/neighborhood circulation route. CamWest will abide the City's decision on this issue. The City will not require the mid-block pedestrian access along the border with the Glencairn neighborhood which would otherwise be required by DMC Chapter 14.34 due to existing conditions which prevent such an access from connecting to the public streets in the Glencairn neighborhood.
- h. Guest Parking. Guest parking for all phases of the CamWest development will be provided as required by applicable City Code requirements, unless a specific variance from such standards is granted. On-street parking may be used for guest parking as allowed by City Code.

- i. LWTC dedication of right-of-way. Nothing in this Agreement is intended to modify the provisions of the Implementing Agreement regarding the dedication of right-of-way by LWTC.

SENSITIVE AREAS

18. Sensitive Areas Studies and Mitigation.

- a. Per Section 4.4 of the Pre-Annexation Agreement, peer review of sensitive area studies, including but not limited to wetland delineations and other environmental documents, shall be required in conjunction with the review and approval of the Development Agreement. CamWest has submitted a preliminary sensitive areas report pursuant to the standards of DMC Chapter 14.42
- b. The sensitive areas studies shall also evaluate any on-site watercourses on the site or adjacent to the site in accordance with DMC Chapter 14.42.
- c. The City shall have the preliminary study peer reviewed by the City's consultants. Any discrepancies between the preliminary study and the peer review shall be resolved by mutual agreement of the City and CamWest in a final sensitive area report. The final report shall serve as the basis for all SEPA review of sensitive area impacts of development of the CamWest Property, except as may be modified in accordance with Section 9 of this Agreement. Additional sensitive area reports may be required to evaluate site-specific aspects of the CamWest development which may impact sensitive areas, buffer reduction/averaging plans and proposed sensitive area mitigation measures.

19. Sensitive Area Alterations and Mitigations. CamWest may propose sensitive alterations, buffer reductions, buffer averaging and to use other mitigation techniques in accordance with the provisions of DMC Chapter 14.42. Requests for use of such techniques shall be supported by mitigation plans as required by DMC Chapter 14.42.

STORMWATER, UTILITIES AND LOW IMPACT DEVELOPMENT

20. Stormwater System Design.

- a. CamWest shall provide for treatment and detention of stormwater for the CamWest Property and the City pad, consistent with applicable City regulations and as set forth in Section 15 of this Agreement.
- b. The stormwater control system for all phases of the CamWest development, the development of the City Property (and the LWTC Property) shall be based on the current approved City stormwater regulations (the 2005 King County Stormwater Manual and Duvall Development Design Standards Chapter 4).

- c. The preliminary drainage plan shall include provisions for sufficient system capacity to accommodate full buildout of the CamWest Property and the City Property.
- d. The parties agree to use their best efforts to develop a combined stormwater system serving both the CamWest and City properties.
- e. CamWest agrees to work with the College and the property owners to the east, as set forth in Sections 4.6, 6.2, and 6.3 of the Pre-Annexation Agreement, to the extent reasonably feasible to jointly address stormwater requirements, provided that CamWest, the College, and the property owners to the east (and their successors and assigns) shall each be solely responsible for the cost of complying with such requirements for development on each party's property.

21. Low Impact Development, Grading, and Sanitary Sewer

- a. Stormwater. CamWest shall, pursuant to Section 4.5 of the Pre-Annexation Agreement, utilize low impact development techniques and best management practices. To the extent soils and other physical conditions allow the use of viable and reasonably feasible low impact development techniques and best management practices, such techniques and practices shall be incorporated into the design and construction of the drainage plan.
- b. Energy Efficient Construction. CamWest shall, pursuant to the Pre-Annexation Agreement, include energy efficient construction techniques in the buildings in the CamWest development. Because the manner in which energy efficient systems and processes can be applied is dependent on the design of individual buildings, the City and CamWest agree to work cooperatively to achieve this objective during the building permit process.
- c. Site Grading. Site grading shall be conducted pursuant to the City of Duvall Development Design Standards and Unified Development Regulations.
- d. Sanitary Sewer. CamWest shall connect sewer from the intersection of 275th Avenue/Big Rock Road and the intersection of 3rd Avenue/Big Rock Road, or from the western terminus of the sewer line installed by others in accordance with the requirements of Section 8.6 of the Pre-Annexation Agreement.

AFFORDABLE HOUSING

- 22. CamWest agrees to develop a minimum of five percent (5%) of housing units on the CamWest Property to families with incomes at or below eighty percent (80%) of the King County median income, subject to Sections 24 to 26.

23. CamWest agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of median income on the CamWest Property, subject to Sections 24 to 26.
24. The following requirements shall apply to the housing units provided pursuant to Sections Section 22 or Section 23:
- a. Such housing units may be a mix of rental and “for sale” units. These housing units may be either scattered throughout the CamWest Development or clustered at CamWest’s discretion in order to allow CamWest the flexibility to design and construct the units in a manner which maximizes their affordability, provided approximately one half of the units will be in the area zoned R-12 and approximately one half in the area zoned MU-I.
 - b. At least 5% of the units in the first phase of the development of the CamWest Property shall be units which meet the requirements of either Section 22 or Section 23. With each subsequent phase of its development, CamWest shall construct enough units which meet the requirements of either Section 22 or Section 23 so that at least 5% of the total number of units actually constructed on the CamWest Property meet those requirements. CamWest shall also, with each phase of development, update the Phasing Plan required by Section 6 to demonstrate that at full buildout, the requirements of Sections Section 22 or Section 23 will have been met.
 - c. CamWest shall be entitled to credits for each affordable unit constructed pursuant to Section 22 in an amount equal to ninety percent (90%) of each of the following charges/fees in place at the time the charges/fees are paid: the sewer GFC charge, the water capital improvement charge, the storm drain area charge, the sewer equalization fee and building permit fees. To the extent the charge/fee is not assessed on a unit basis, the charge/fee shall be prorated as necessary to provide the ninety percent (90%) credit. These credits shall be computed separately from and in addition to any credits to CamWest pursuant to Sections 4.1, 7.2 and 7.4 of the Pre-Annexation Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.
 - d. CamWest shall not receive any city charge and/or fee credits for units constructed pursuant to Section 23 except for those impact fee credits set out in Sections 4.1, 7.2 and 7.4 of the Pre-Annexation Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.
25. For purposes of Sections 22 to 24, “King County median income” means the income level for King County as defined in the annual Housing Assistance Plan

issued by the King County Department of Community and Human Services. Specific median income levels vary according to household size. In the event that King County stops issuing the Housing Assistance Plan, the City and CamWest will mutually select an alternative standard for determining "median income."

26. The City and CamWest shall, prior to the sale or rental of any affordable units constructed pursuant to Sections 22 to 24, develop a mutually acceptable system for assuring that such units are sold or rented as affordable units for at least twenty years after occupancy.

PARKS, RECREATION AND PEDESTRIAN FACILITIES

27. Parks and Recreation. CamWest will provide a minimum of 2.9 acres of public useable park and open space, subject to the following:

- a. CamWest may provide a single park that is a minimum of 2.9 acres in size. Alternately, CamWest may provide multiple parks; however each park shall be minimum size of one (1) acre.
- b. CamWest may, consistent with Section 4.2 of the Pre-Annexation* Agreement, apply the 2.9 acre park/open space area to the 10% open space requirement set forth in DMC 14.34.
- c. If multiple park sites are provided, there shall be pedestrian and visual connectivity between sites.
- d. Sidewalks shall not be considered as pedestrian connections between parks.
- e. The first phase park space shall be situated so that it serves as a focal point and organizing element for the LWTC campus, the commercial/mixed-use area, and residential neighborhoods. The City shall approve the location of this park in conjunction with the Phase I development application. If multiple park sites are proposed, they shall be identified on the master development plan, and approved with the future phases of development. All parks shall be constructed during the appropriate phase of development.
- f. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for design costs, land costs, grading, stubbing of utilities to the park site(s), required perimeter road improvements, or for improvements on park/open space areas in excess of 2.9 acres.
- g. The park(s)/open space will provide active and passive recreational opportunities and uses, including playgrounds or children's play structures; playfields, including courts; picnic and other group activity

areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of development. The park(s) shall be reviewed and approved in accordance with city standards.

28. Pedestrian Connectivity.

- a. All phases of the CamWest development shall include provisions for pedestrian connections consistent with DMC Chapter 14.34 and the City's Development Design Standards to adjacent portions of the CamWest Property and to adjacent properties, including but not limited to, the LWTC, Washington Holdings, and City Properties, unless otherwise required by the City or where such access is not feasible due to existing development of adjacent property (i.e., adjacent to the existing Glencairn neighborhood).
- b. The design of the pedestrian system shall include pedestrian friendly design and amenities such as benches, bike racks, well marked pedestrian crossings, way finding elements (e.g., signage), and lighting. The pedestrian system shall be designed to encourage walking between the new and existing residential neighborhoods, and activity areas such as parks, the college, and future commercial/mixed uses on the CamWest Properties, and properties to the west.
- c. To the extent that adjacent phases or properties are currently undeveloped, temporary barricades shall be installed at the ends of the pedestrian connections in order to discourage unauthorized or unsafe access onto such other properties.

MISCELLANEOUS

29. In accordance with state law, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
30. Construction. The City and CamWest shall cooperate in good faith and in a spirit of cooperation and fair dealing in the interpretation and application of the terms of this Agreement. The requirements of this Agreement are intended to complement and expand on the requirements in the City's Uniform Development Regulations ("UDR") and Development Design Standards ("DDS"). To the extent that there is any conflict between this Agreement, the UDR, and the DDS, the City's regulations shall control.
31. Parties and Authority. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A complete copy of this Agreement shall be recorded and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

32. Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.
33. Amendment of Agreement. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Duvall City Council.
34. Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.
35. Dispute Resolution. In the event of any dispute between the City and CamWest arising from this Agreement, the parties will first attempt to resolve the dispute informally. In the event of a dispute that cannot be resolved, both parties shall agree to mediation. In the event that mediation cannot resolve the dispute, the matter shall be submitted to binding arbitration. Either party may invoke arbitration by providing the other party with written notice setting forth the party's claim in detail and explaining the relief requested. The parties shall attempt to agree on a mutually acceptable mediator during the next thirty days. If agreement is not reached within such time period, either party may request that the Presiding Judge of the King County Superior Court appoint an arbitrator. The arbitration shall be conducted pursuant to the Rules of the American Arbitration Association, regardless of whether the arbitrator is a member of that Association. The arbitrator's fee shall be divided equally between the parties, provided the arbitrator shall award costs, including the arbitrator's fee, to the prevailing party if the arbitrator determines that a party has pursued claims in bad faith or claims which are frivolous.
36. Venue. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.
37. Attorneys' Fees and Costs. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court. In the event of litigation or arbitration between the parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing party shall recover its reasonable costs and attorneys' fees actually incurred, including for appeals, which shall be determined and fixed by the court or arbitrator as part of the judgment, provided the parties hereby agree that the amounts actually charged to the parties by their respective counsel shall be presumed to be reasonable by any court or arbitrator and shall not be reduced or increased unless the court or arbitrator specifically finds that the rates for such legal work were unreasonable or that some portion of the legal work was unnecessary or performed without justification.
38. Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of

competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

39. Mutual Drafting and Construction. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.
40. No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.
41. No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties as to the CamWest Property or its development.
42. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successor and assigns of the Parties hereto.
43. The terms and conditions of this Agreement, including any amendments thereto, are binding upon the heirs, successors, and assigns of the CamWest Development, Inc., CamWest Duvall, LLC, and the City of Duvall, provided that the Agreement shall not apply to any property which is not acquired by CamWest Development, Inc. and/or CamWest Duvall, LLC.
44. Counterparts. This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

CITY OF DUVALL

By _____

Will Ibershof, Mayor

Attested by:



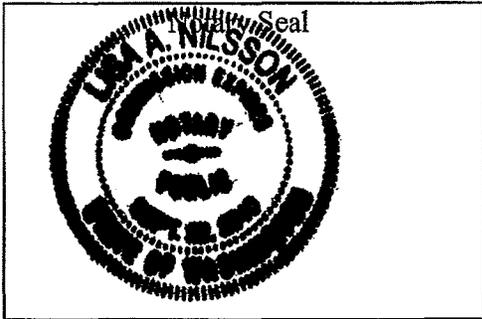
Jodee Schwinn, City Clerk

Approved as to form:



Bruce Disend, City Attorney

Date: Dec. 26, 2007.



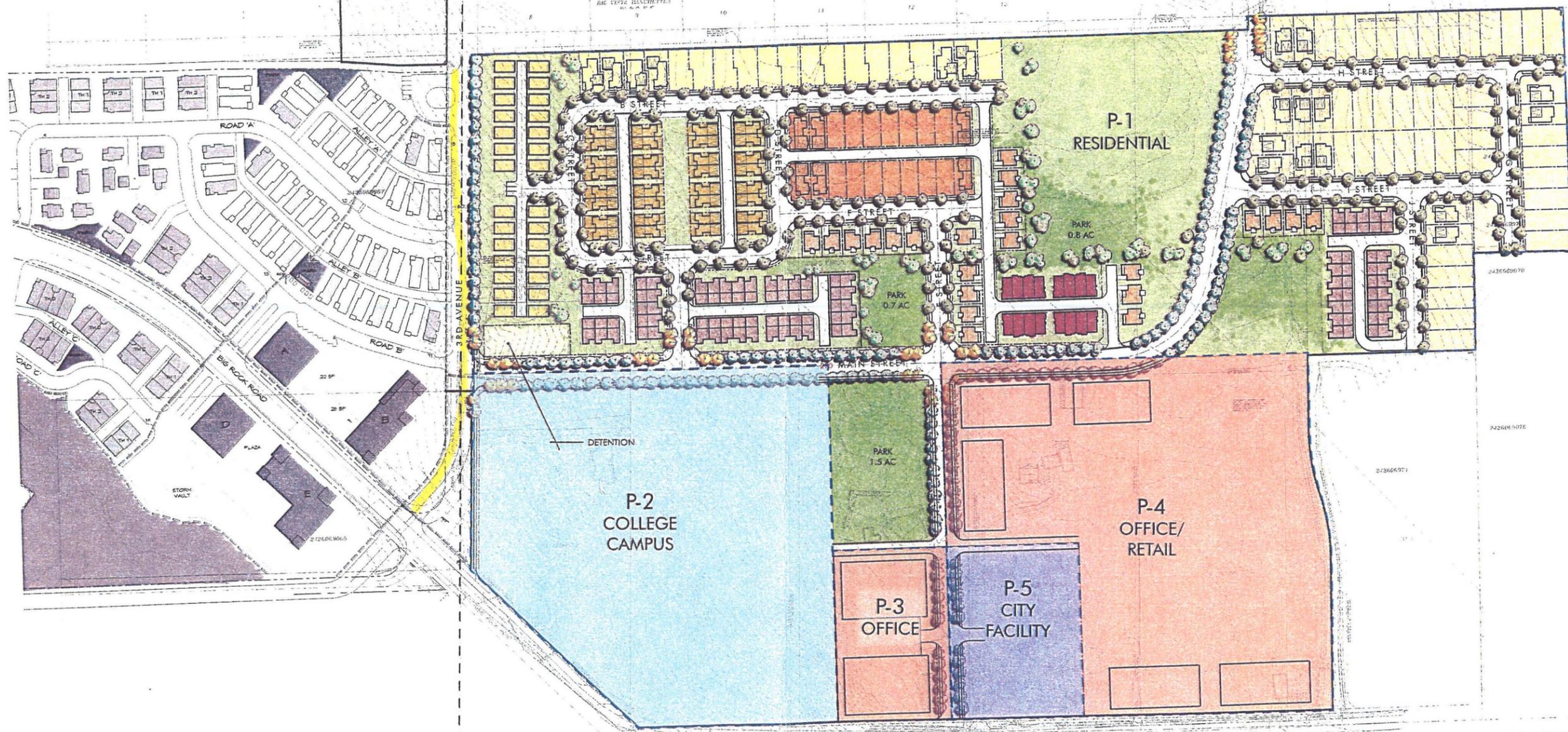
Lisa A Nilsson
Lisa A Nilsson (Print Name)
Notary Public
Residing at Kirkland
My appointment expires: 9/22/10

PRODUCT LEGEND

- NEW TOWN HOME
- ROSS RD. TOWN HOME
- BUNGALOW
- DUPLEX
- 40' X 70' LOT (FRONT LOADED)
- ZIPPER LOT (FRONT LOADED)
- NORTH CREEK SFD (FRONT LOADED)
- NEW SFD (ALLEY LOADED)

PROGRAM AREA	TYPE	PRODUCT	UNIT	AREA (AC)	DENSITY (UNITS/AC)	FLOOR AREA (SFT)	PARKING SPACES	PER UNIT
P-1	RESIDENTIAL	New Townhome	53	32.3	7.6			
		Ross Rd. Townhome	16					
		Bungalow	20					
		Duplex	32					
		40'x75' Lot (Front Loaded)	53					
		Zipper Lot (Front Loaded)	19					
		North Creek SFD (Front Loaded)	23					
		New SFD (Alley Loaded)	28					
	Total		244					
P-2	COLLEGE CAMPUS			10.6				
P-3	OFFICE			1.7		36,000	108	0.48
P-4	OFFICE/RETAIL			9.6		104,000	312	0.25
P-5	CITY FACILITY			2.0				

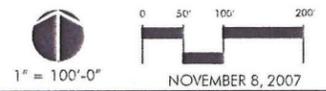
Note: ¹ 3 SPACES/1000 SFT Required for Office/Retail Per City of Duvall Development Standards



DUVALL URBAN VILLAGE
WA. REAL ESTATE HOLDINGS
DESIGN: IVERSON ARCHITECTS

CAMWEST - MIXED USE VILLAGE
CAMWEST DEVELOPMENT, INC.
DESIGN: DAHLIN GROUP ARCHITECTURE PLANNING

CONCEPTUAL SITE PLAN



Neighborhood Parks

Neighborhood parks are generally considered the basic unit of a park system. These parks provide a variety of recreation and social opportunities for people living within a ¼- to ½-mile radius of the park that is uninterrupted by a barrier, such as a major road or topographic feature.

Neighborhood parks may include landscaped and/or open space areas, but tend to provide developed recreation facilities

(e.g., single ball field, single court, in-park trails, picnic areas, etc.). Neighborhood parks include designated parking. These parks tend to be 1 to 10 acres in size.



Currently, there is one neighborhood park in Duvall called Taylor Park. In previous City plans (including the City of Duvall 2006 Comprehensive Plan), the term “neighborhood park” was used to represent parks that were smaller in size and more appropriately classified as pocket parks. As such, this Parks, Trails, and Open Space Plan includes a change in park terminology that will be included in subsequent documents.

Community Parks

Community parks serve a broader purpose and population base compared to neighborhood parks. These parks may meet both developed (i.e., constructed) recreation, as well as open space needs. Community parks are meant to provide recreation opportunities to people living within a 1.5-mile radius and typically have designated parking for users, although non-motorized access and connections are encouraged. The level of development in a community park may range from light (e.g., single-use soft surface trails, picnic sites, non-delineated play fields, etc.) to high (e.g., multiple delineated ball fields,



multiple sport courts, paved trails, group picnic shelters, etc.). Community parks may include special recreation facility features, such as a boat launch, ice rink, or swimming pool. These parks tend to be 10 to 50 acres in size, but can be smaller if the park supplies a community recreation need.

There are currently three community parks in Duvall, McCormick Park, Big Rock Ball Fields, and Taylor’s Landing. Although some of these parks are smaller than 10 acres and may serve a single purpose, community parks generally serve a larger area encompassing multiple neighborhoods.



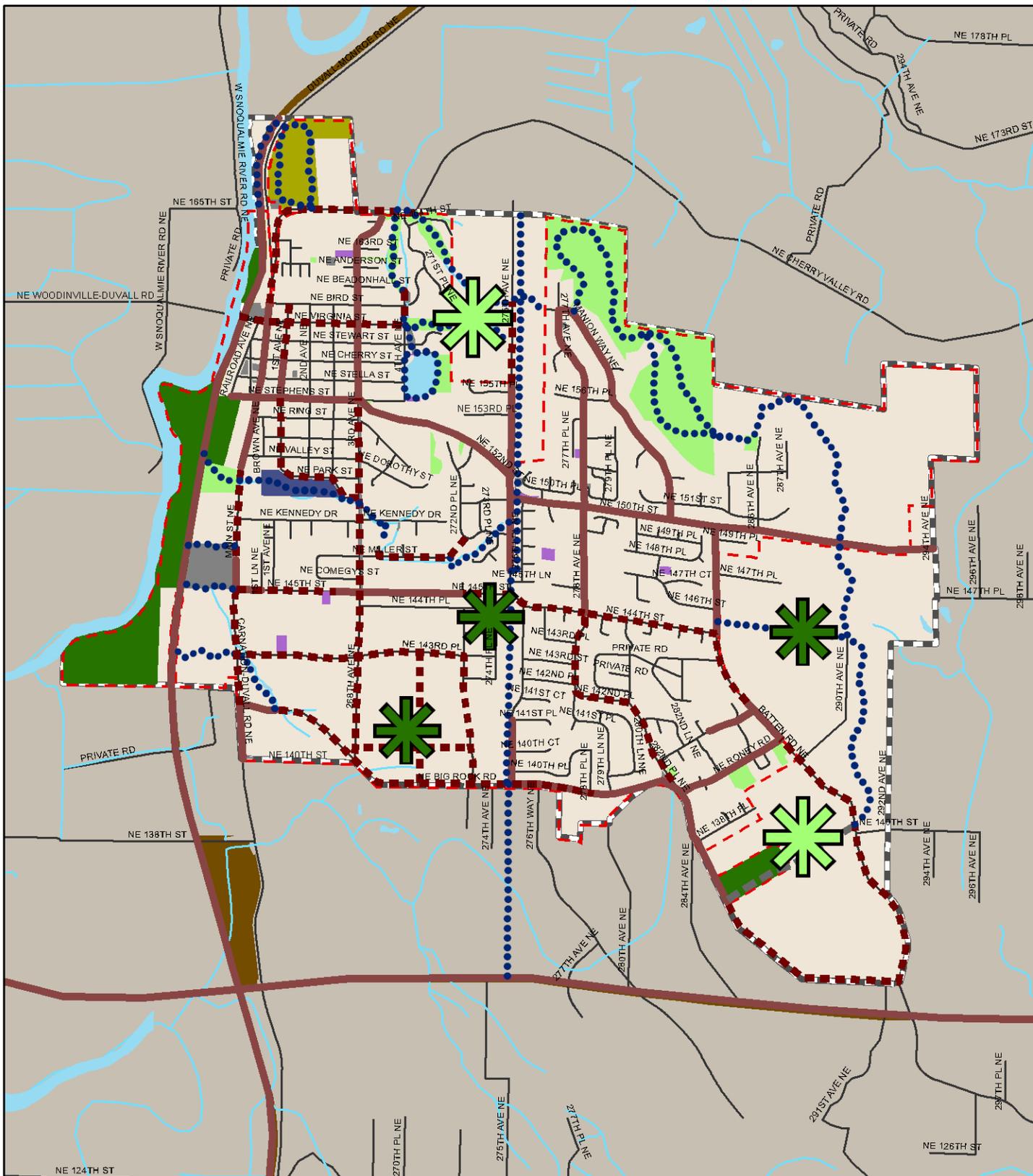
Regional Parks

Regional parks serve multiple neighborhoods or communities. In addition to providing developed recreation opportunities, regional parks also typically include open space elements to preserve unique landscapes, as well as natural and aesthetic resources. While regional parks may provide developed site facilities commonly found in neighborhood or community parks (e.g., playgrounds, ball fields, picnic areas, etc.), they often incorporate larger, highly developed recreation facilities (e.g., tournament ball fields, regional trails, swim facilities, etc.) and special use facilities (e.g., amphitheaters, special event grounds, etc.) that are usually not practical at smaller parks. Regional parks commonly are larger than 50 acres, located within 25 miles of potential users, and provide designated parking, in addition to non-motorized access and connections. The City is not a provider of regional park facilities, which are typically provided by King County or other larger jurisdictions. These types of facilities are generally provided and managed by county and state agencies (although larger cities may provide them as well). Regional parks can also be developed and managed by private and non-profit entities for city resident use.



Trails

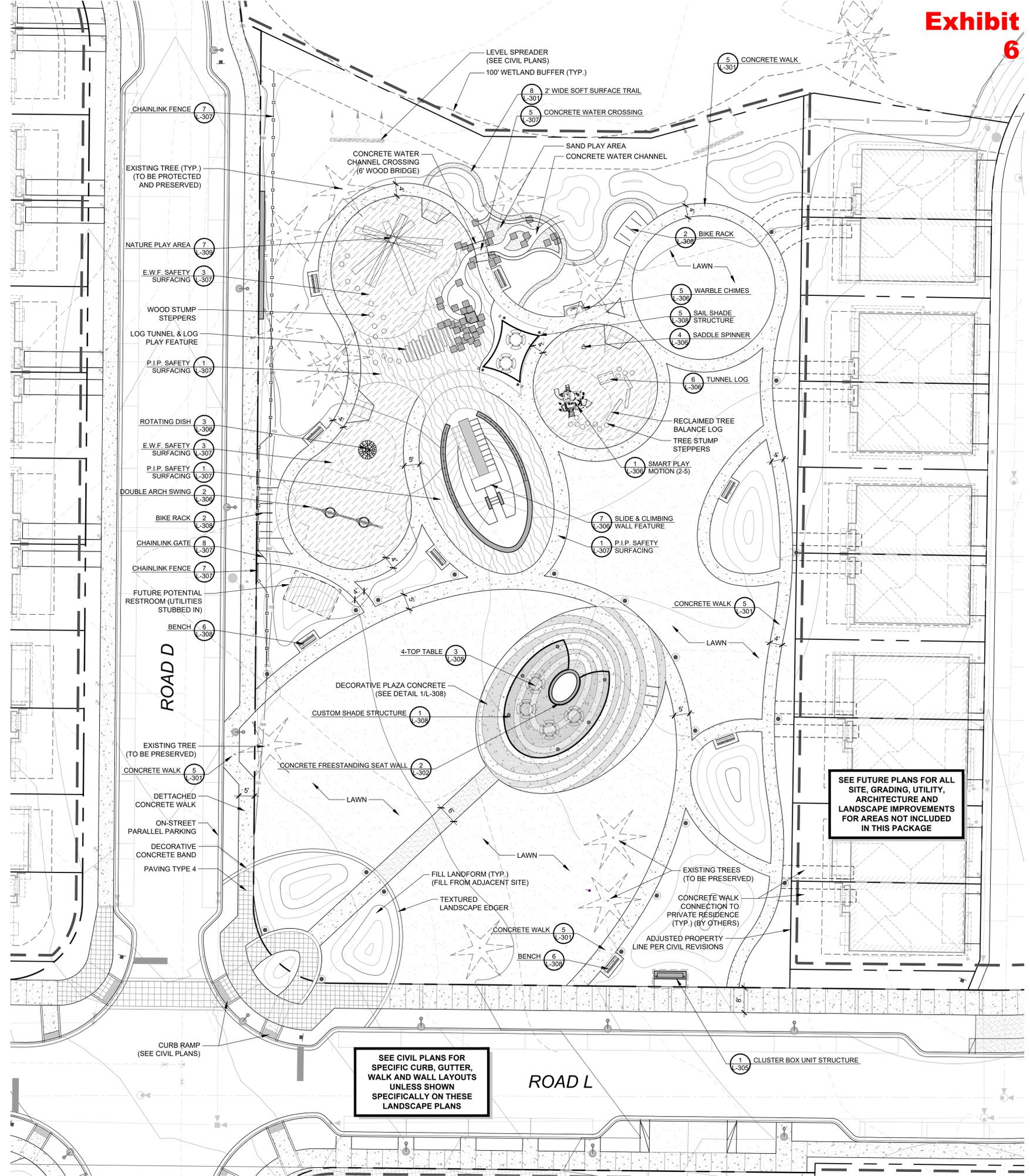
In general, a trail is a land or water corridor that provides recreational, aesthetic, transportation, or educational opportunities to motorized or non-motorized users of all ages and abilities. Types of trails include:



City of Duvall Parks, Trails, and Open Space Plan

Figure 8-7. City of Duvall Potential Future Parks and Trails

Proposed Parks	Park Type	Community Park	Existing Sidewalks/Trails/Bike Routes	Roads
Community	Pocket Park	Special Use	Proposed Trails	Duvall Parks Green Connections. Cool Places.
Neighborhood	Neighborhood Park	Open Space	Hard Surface Trail	Miles 0 0.2 0.4
UGA Boundary	County Parks	County Parks	Sidewalk and/or Bike Lane	
City Boundary			Soft Surface Trail	



LAYOUT & GRADING LEGEND

	R.O.W. LINE
	LOT LINE
	PROPOSED 1' CONTOUR
	PROPOSED 5' CONTOUR
	LIMIT OF WORK
	BENCH
	BIKE RACK
	TABLE AND CHAIRS

NOTES:

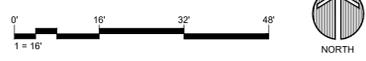
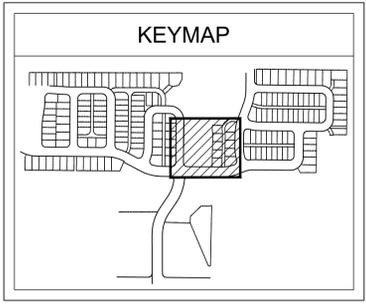
- SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS
- FOR ALL AREAS NOT SHOWN ON ENLARGEMENT PLANS REFER TO OVERALL PLAN SHEETS AND CIVIL PLANS

LANDSCAPE LIGHTING LEGEND

	BOLLARD LIGHT (SEE DETAIL 6/L-302)
	PATH LIGHT (SEE DETAIL 5/L-302)

BY OTHERS

	STREET CURBS AND MEDIAN
	CURB RAMP AND DETECTABLE WARNING STRIP
	STREET SIGNAGE
	ROADWAY COBRA HEAD LIGHT
	ORNAMENTAL PEDESTRIAN STREET LIGHT
	RETAINING WALL



ROAD D

ROAD L

SEE FUTURE PLANS FOR ALL SITE, GRADING, UTILITY, ARCHITECTURE AND LANDSCAPE IMPROVEMENTS FOR AREAS NOT INCLUDED IN THIS PACKAGE

SEE CIVIL PLANS FOR SPECIFIC CURB, GUTTER, WALK AND WALL LAYOUTS UNLESS SHOWN SPECIFICALLY ON THESE LANDSCAPE PLANS

WALDEN AT BIG ROCK
PRELIMINARY PLAN
TOLL BROTHERS
CITY OF DUVAL, WASHINGTON

NOT FOR CONSTRUCTION

DRAWN BY: GG/VLB
CHECKED BY: GBW
PROJECT NO.: 2016054.40
ISSUE DATE: 05/18/2018
REVISIONS:
05/18/2018

SHEET TITLE:
ONE ACRE PARK PLAN

SHEET NUMBER:

L-215

Drawing: U:\2016\2016_05_18_16_054_40_Plan_Landscape\05_18_2018\Walden-Prelim-PP-15.dwg
 User: gbw Date: May 17, 2018 10:32:29 PM by gbw
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**CITY OF DUVALL
WASHINGTON**

RESOLUTION NO. 17-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, APPROVING THE 2018-2023
SIX-YEAR CAPITAL IMPROVEMENT PLAN.**

WHEREAS, RCW 35.77.010 requires the legislative body of each city to annually prepare and adopt a comprehensive transportation program for the ensuing six year; and

WHEREAS, state law requires that the transportation program shall be consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council has reviewed the Six Year Capital Improvement Plan prepared by staff, identified transportation priorities, and determined that the Plan is consistent with the capital facilities and transportation elements of the City's Comprehensive Plan; and

WHEREAS, in accordance with RCW 35.77.010, the City Council held a Public Hearing on December 5, 2017;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL,
WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. 2018-2023 Capital Improvement Plan.

The 2018-2023 Capital Improvement Plan, attached hereto as Exhibit A, is hereby adopted as the Six-Year Capital Improvement Plan of the City of Duvall and incorporated by reference the same as though it were fully set forth herein.

19th PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
DAY OF December, 2017.

Approved as to form:



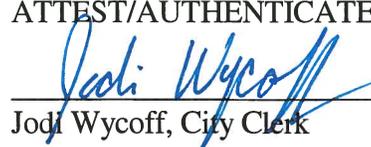
Rachel B. Turpin, City Attorney

CITY OF DUVALL



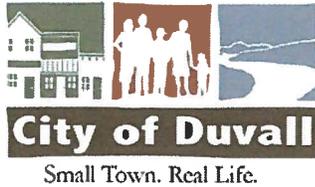
Mayor Will Ibershof

ATTEST/AUTHENTICATED



Jodi Wycoff, City Clerk

EXHIBIT A



Department of Public Works

2018 to 2023 Water 6-Year Capital Improvement Plan

#	Project	2018	2019	2020	2021	2022	2023	Total Funds
R3	8" Water Main in NE Kennedy Dr from Dougherty Place NE to 4th PL NE				\$173,000			\$173,000
R4	12" Tolt 2 Supply Line from Tolt Supply Station to NE Big Rock Rd	\$40,000		\$788,000	\$788,000			\$1,616,000
F4	Inlet / Outlet Improvements and reservoir seismic evaluation and Improvements	\$495,000						\$495,000
R6	8" Water Main in 1st Ave NE from NE Stephens St to NE Ring St		\$219,000					\$219,000
L1	8" looping to improve zone circulation and decommission the 555/450 Zone PRV at 143rd/272nd			\$301,000				\$301,000
L2	12" looping from NE 143rd PI to Big Rock Road and abandon the 450/330 Zone PRV located on NE 143rd PI (City portion only)			\$500,000				\$500,000
L5	8" looping in 1st Ave NE from NE Virginia Street to NE Stephens Street				\$324,000			\$324,000
CW1	Conservation Program and Leak Detection	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$54,000
CW2	Water Reclamation Activity	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
CW3	Cross-connection Control Program	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
CW4	Comprehensive Water System Plan Update (Every 6 years)		\$150,000					\$150,000
F1	Taylor's Landing Well Monitoring and Study	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
F2	Crestview Estates Reservoir Seismic Evaluation/Improvements & Recoat			25,000	\$50,000	\$150,000		\$225,000
F3	Big Rock Road Reservoir Re-coating	\$25,000	\$82,000					\$107,000
F4	Big Rock Road Reservoir Inlet/Outlet Improvements & Seismic Evaluation/Improvements	25,000	\$50,000	\$100,000				\$175,000
F5	615 Zone Pump Station Improvements					\$100,000		\$100,000
F6	Tolt 1 Supply Station Improvements	\$50,000						\$50,000
F7	Tolt 2 Supply Station Improvements	\$50,000						\$50,000
F8	Telemetry, Operation and Control Improvements	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$120,000
TOTAL		\$729,000	\$545,000	\$1,758,000	\$1,379,000	\$294,000	\$44,000	\$4,749,000

Reference: City of Duvall Comprehensive Water System Plan. MSA (2012). Duvall, WA.

2018 to 2023 Stormwater 6-Year Capital Improvement Plan

Project	2018	2019	2020	2021	2022	2023	Total Funds
Chain Link Fence Upgrades	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$240,000
Basin E Storm Drainage (Big Rock Road Conveyance from 275th Ave NE to 3rd Avenue NE) (developer or grant)			\$445,000	\$445,000			\$890,000
Basin E overflow line (conveyance from Glen Cairn) (to be installed by developer in S UGA)			\$320,000				\$320,000
Basin F Storm Drainage System (NE 143rd Place and NE 145th Street from 3rd to Main Street NE, possible outfall improvements west on 145th to floodplain)					\$300,000		\$300,000
Catch basin/Conveyance on east side of 1st Ave NE north of Richardson, Basin G						\$11,000	\$11,000
Basin G, 1st Ave NE and Richardson						\$15,000	\$15,000
Carrie Rae Pond upstream conveyance at 3rd Place NE north of NE Miller Street, Basin G	\$30,000						\$30,000
Coe Clemons Creek from 3rd Ave NE to Main Street NE, Basin G	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
General Old Town Improvements, Basin G and H,	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
Basin G, replace hanging NE Kennedy Drive Culvert immediately east of 3rd Ave. NE		\$50,000					\$50,000
Basin F, improve conveyance (ditch and pipe) at southwest corner of Comegys Street and 2nd Place NE to correct flooding					\$15,000		\$15,000
Duvall Hills Pond Retrofits (2)				\$60,000			\$60,000
Parkwood Estates Pond Retrofit							\$0
Stormwater Facility Baseline Mapping City Wide	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$30,000
Stormwater Comp Plan						\$100,000	\$100,000
TOTAL	\$85,000	\$105,000	\$820,000	\$560,000	\$370,000	\$181,000	\$2,121,000

Reference: City of Duvall Stormwater Management Plan Update. Gardner Consultants (1997). Duvall, WA.

2018 to 2023 Sewer 6-Year Capital Improvement Plan

Project	2018	2019	2020	2021	2022	2023	Total Funds
City wide, Infiltration and Inflow Projects	\$120,000	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000	\$400,000
City wide, pump station upgrades and improvements	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$480,000
City wide, sewer main repair and replacement	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000	\$165,000	\$990,000
Sewer Facility Plan	\$65,000	\$65,000					\$130,000
TOTAL	\$430,000	\$366,000	\$301,000	\$301,000	\$301,000	\$301,000	\$2,000,000

Reference: City of Duvall Wastewater Facility Plan. Parametrix (2001). Duvall, WA.

2018 to 2023 Parks and Recreation 6-Year Capital Improvement Plan Supplement

(Supplements CIP within the City of Duvall. 2008. *City of Duvall Park, Trails, and Open Space Plan*)

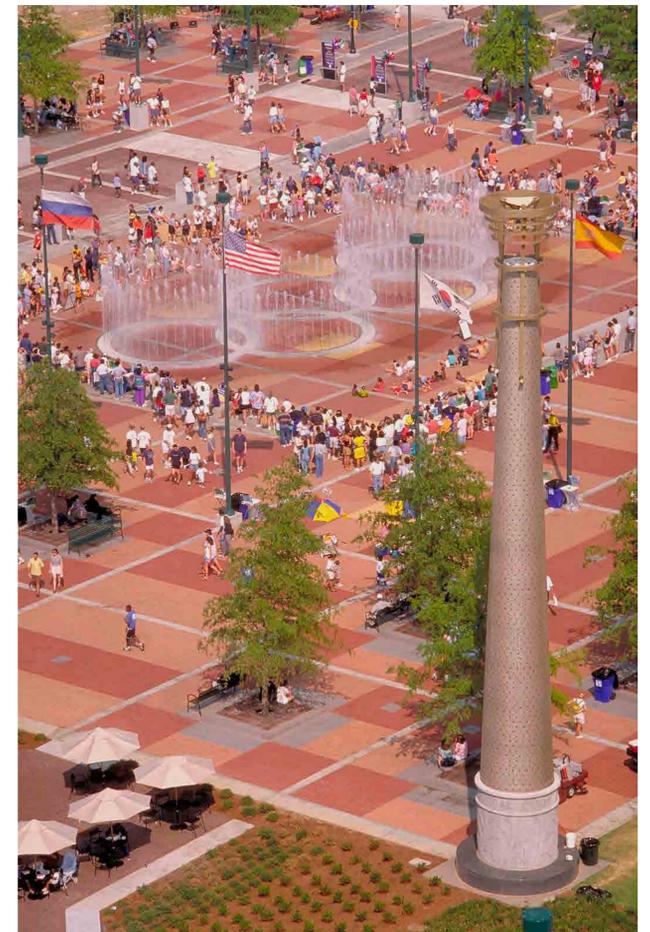
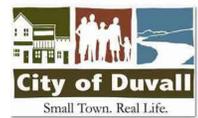
Project	2018	2019	2020	2021	2022	2023	Total Funds
Trail and parking lot improvements at Duvall Village	\$495,000						\$495,000
McCormick Park property acquisition	\$28,000						\$28,000
Stabilization river bank at McCormick Park		\$250,000					\$250,000
Big Rock Ball Field Restroom	\$360,000						\$360,000
Citywide Trail Improvements	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$390,000
Park Improvements (3-acres) at Duvall Urban Village 1	\$598,000						\$598,000
TOTAL	\$1,546,000	\$315,000	\$65,000	\$65,000	\$65,000	\$65,000	\$2,121,000

Reference: City of Duvall Park, Trails, and Open Space (PTOS) Plan. EDAW (2008). Duvall, WA.



COMMUNITY WORKSHOP

CITY PARKS WITHIN WALDEN AT BIG ROCK





CONTEXT MAP

2 Acre Park Site

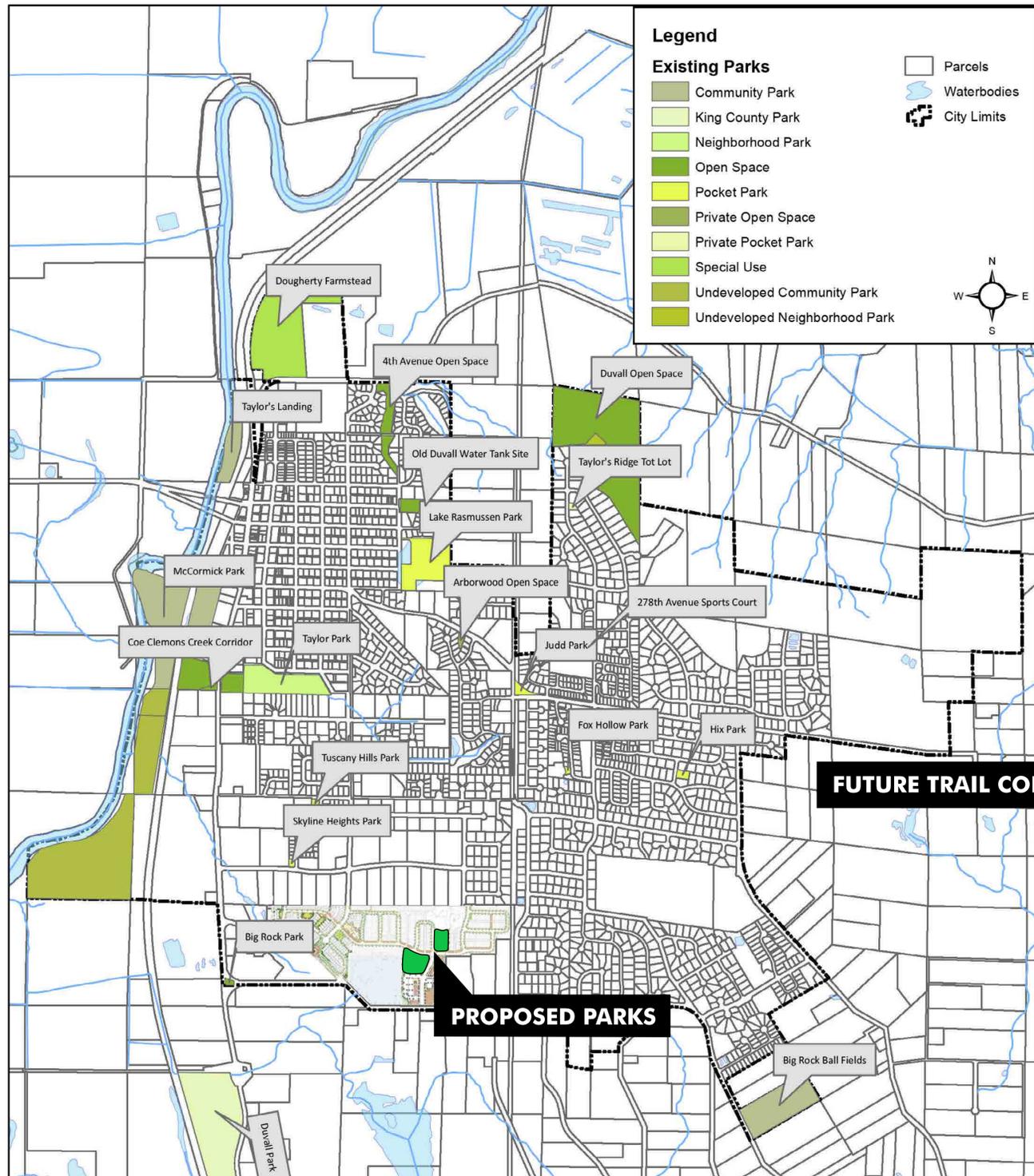
- Adjacent to future school
- Gentle Slope

1 Acre Park (New Site)

- Adjacent to wetland
- Gentle Slope
- Existing trees



OPEN SPACE FRAMEWORK PLAN

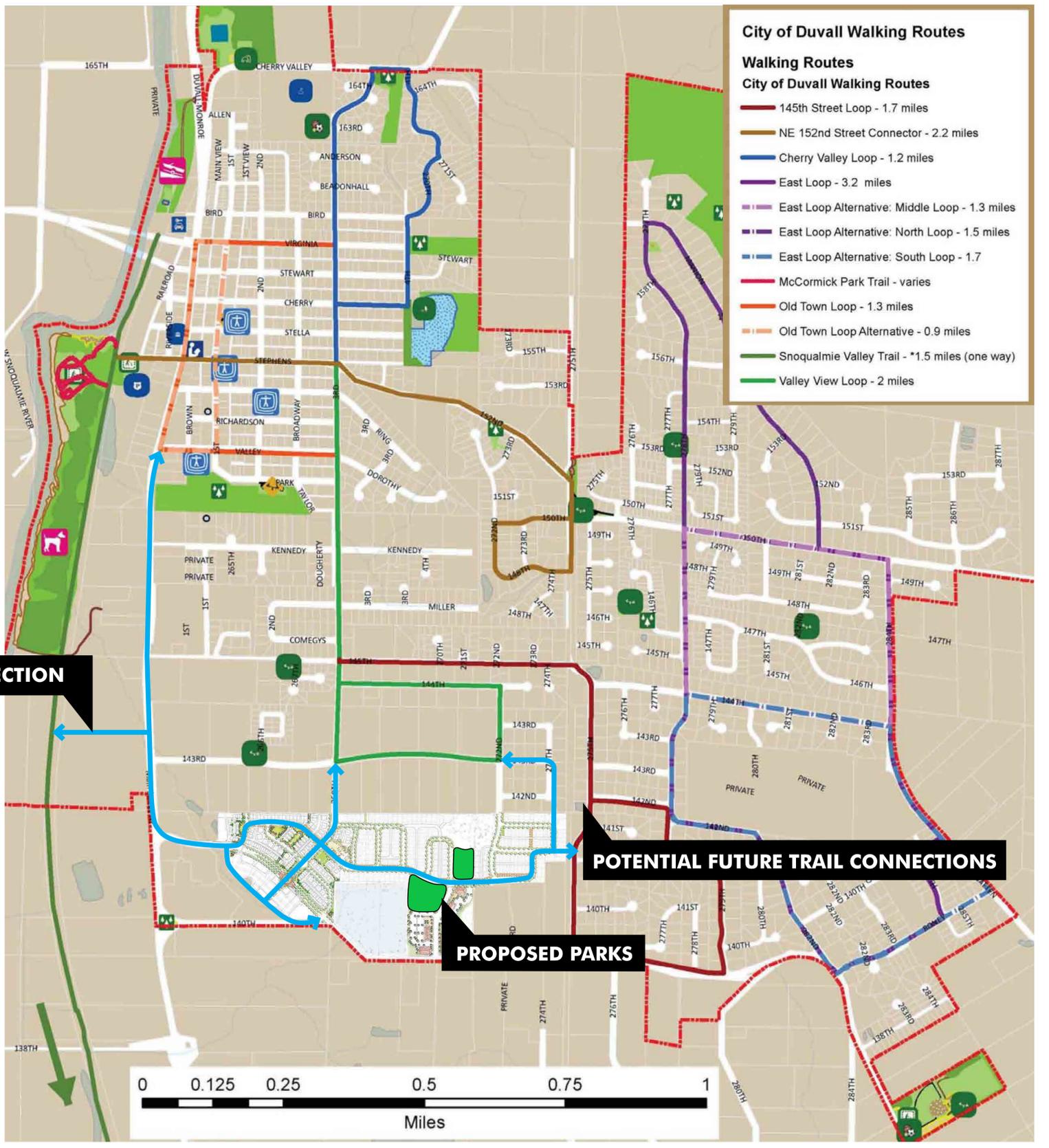


Existing Park Facilities
 City of Duvall Comprehensive Plan 2013 Update

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Figure DP - 02

 Small Town. Real Life.



City of Duvall Walking Routes
Walking Routes
 City of Duvall Walking Routes

- 145th Street Loop - 1.7 miles
- NE 152nd Street Connector - 2.2 miles
- Cherry Valley Loop - 1.2 miles
- East Loop - 3.2 miles
- East Loop Alternative: Middle Loop - 1.3 miles
- East Loop Alternative: North Loop - 1.5 miles
- East Loop Alternative: South Loop - 1.7
- McCormick Park Trail - varies
- Old Town Loop - 1.3 miles
- Old Town Loop Alternative - 0.9 miles
- Snoqualmie Valley Trail - *1.5 miles (one way)
- Valley View Loop - 2 miles

DUVALL PARKS & PEDESTRIAN PATTERN

Chapter 4: Parks and Recreation Element
 4.2: Goals and Policies

Goal PR1:
 Opportunities available for all ages and interests

Goal PR2:
 Resources are preserved, maintained, developed, and managed to meet needs of existing and future users

Goal PR3:
 Natural resource areas and features are protected and preserved

Goal PR4:
 Cultural and historical resources are preserved and enhanced

Goal PR5:
 Comprehensive system of multi-purpose trails connects the City's primary features and destinations

Goal PR6:
 Promote public health and quality of life

Goal PR7:
 Implementation of goals and policies use consistent funding sources

Goal PR8:
 Maximize opportunities through coordination between public, private, and non-profit entities

2008 Duvall Resident Household Survey:

"According to the household survey, Duvall's top recreation activities include walking, bicycling, and using playground equipment."

- Broad support for new or improved trails and/or a trail system in the city
- Most households support the creation of a new parks and recreation district in partnership with other Snoqualmie Valley cities

Recreation Participation and Demand

Table 6-2. Participation Estimates for Duvall and King County (Based on survey results).

Activity	Participation (percent)	
	Duvall ¹	King County ²
Walking	69%	63%
Bike riding	45%	38%
Using playground equipment	45%	34%
Walking with a dog	42%	36%
Picnicking	41%	48%
Observing nature/wildlife	41%	34%
Hiking	35%	23%
Running/jogging	27%	33%
Soccer	20%	16%
Baseball	16%	9%
Swimming	13%	28%
Basketball	12%	15%
Tennis	11%	8%
Football	10%	6%
Fishing	8%	4%
Skateboarding	7%	3%
Non-motorized boating	6%	7%
Softball	5%	3%
Roller/In-line skating	4%	6%
Motor boating – Freshwater	3%	6%

¹Source: Duvall Household Survey, 2008.

²Source: RCO 2007.

PREVIOUS PARK GOALS AND POLICIES

**EXHIBIT F-2
BENCHMARKS - TRACT 989 PARK**

The Tract 989 Park shall be substantially similar to the design set out in **Exhibit F-1**. The final design items to be included in the park shall be determined from the menu of amenities as part of the final design and approval process when the park is developed.

MENU OF PARK AMENITIES

- Open Play Area/Lawn with a minimum size of approximately _____ SF and not to exceed 5% slope (based upon design in Exhibit F-1)
- Entry Plaza
- Pathways
- Viewing Platform
- Play Area(s) with Play Equipment (e.g. play structure, sand box)
- Water Play Area
- Bike Rack
- Seating (e.g. benches, sitting wall)
- Barbeque/Picnic Area
- Fencing as needed
- Shaded Area or Shelter
- Landscaping
- Path lighting

OTHER CONSIDERATIONS

The City will exercise flexibility in granting deviations from design standards for such items as location and height of retaining walls and allowing grade of 2:1 or 2.5:1 in appropriate areas, allowance of angle or head in parking adjacent to the park instead of parallel parking and other approvals if they will result in a public benefit. Features can be combined.

The Park shall comply with preliminary plat requirements, including required parking, applicable code requirements (subject to City approval of deviations) and other applicable requirements such as ADA.



DUVALL URBAN VILLAGE PARK - plan
Duvall, WA
February 2012

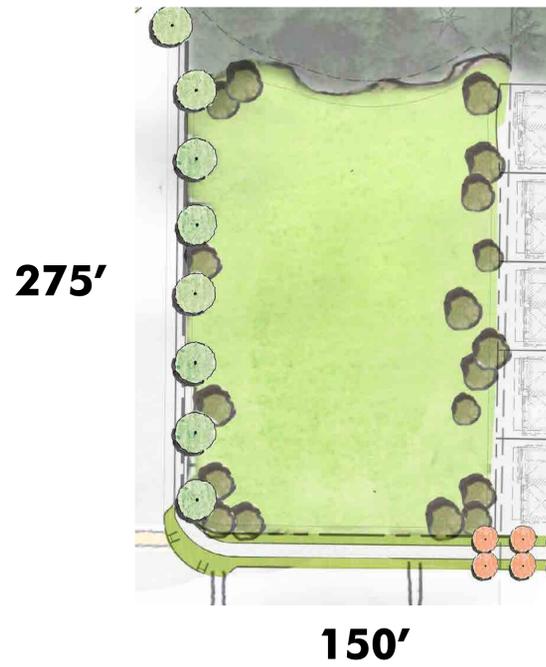
THOMAS V. RENGSTORF ASSOCIATES
SERIE 202
911 WESTERN AVENUE
SEATTLE WA 98104
P. 2064827000
F. 2064827000

PREVIOUS DESIGN CONSIDERATIONS

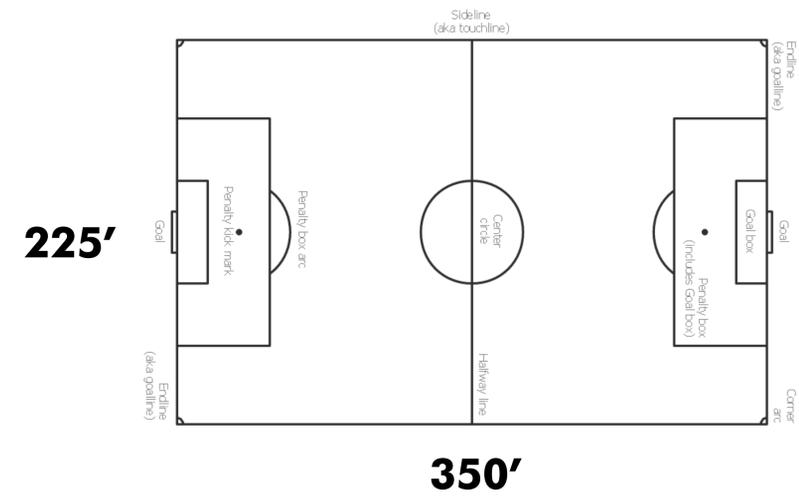


PARK CONNECTIVITY DIAGRAM

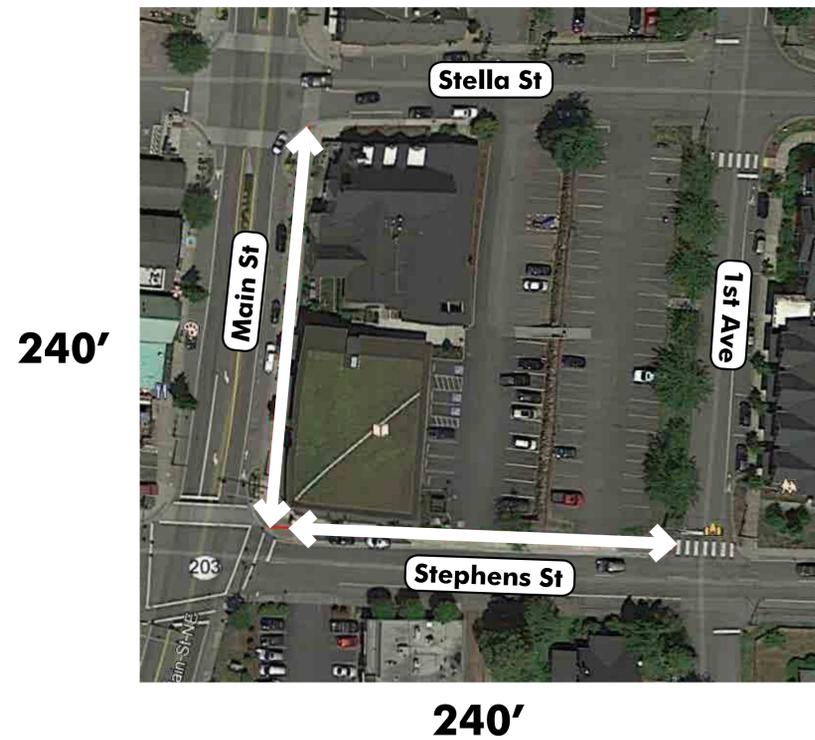
1 Acre Park



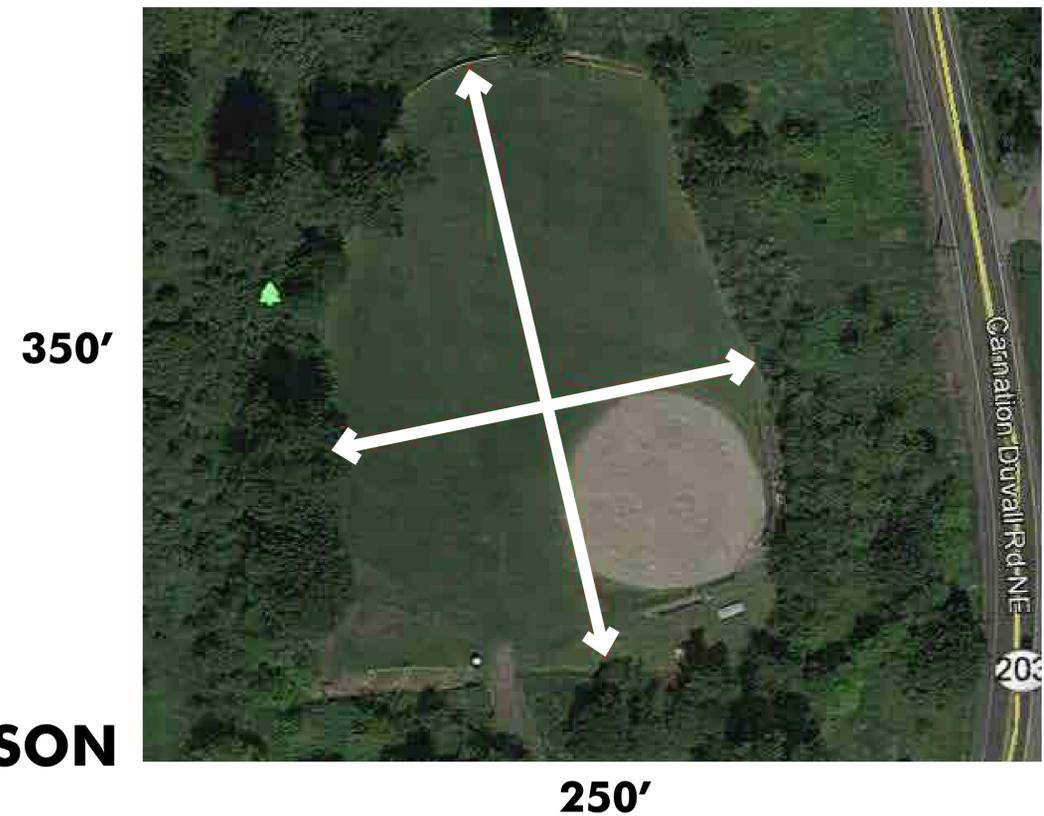
High School Soccer Field



Downtown Duvall Block



Duvall Park Sports Field

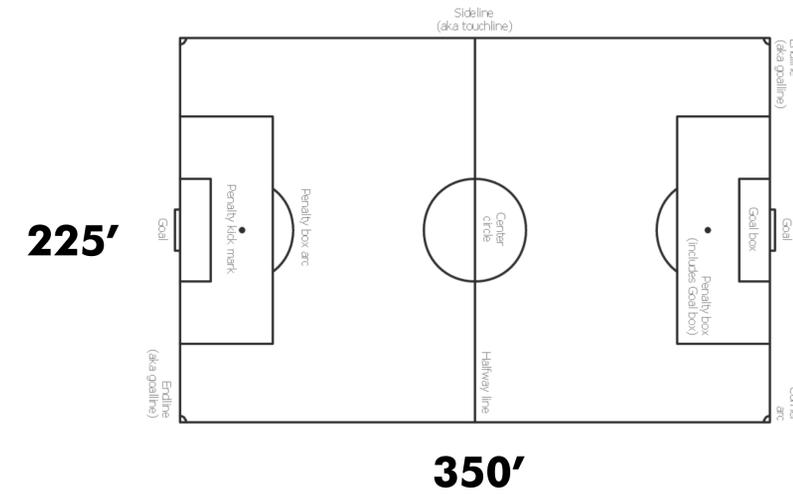


SCALE COMPARISON

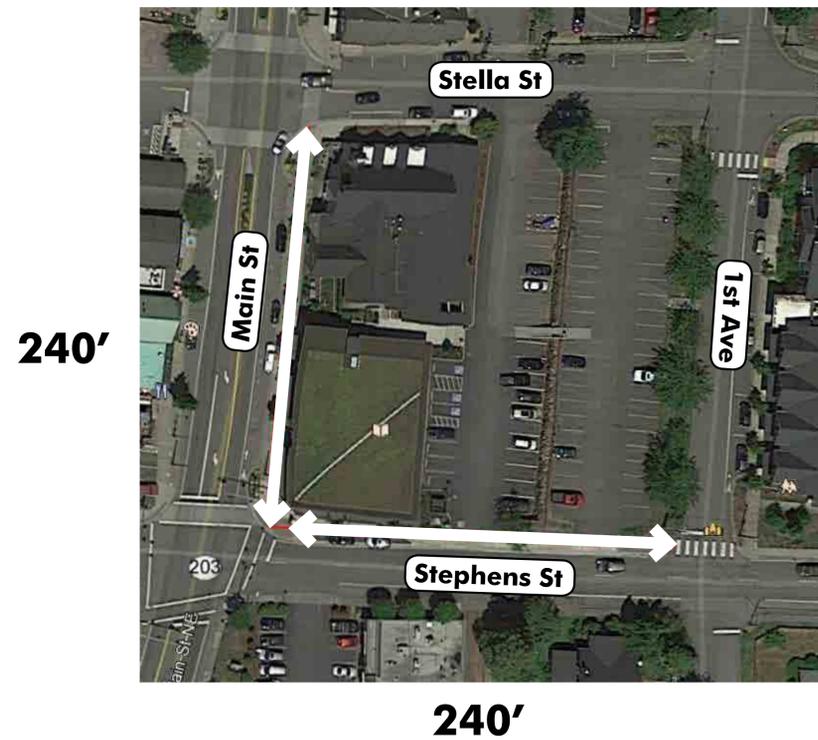
2 Acre Park



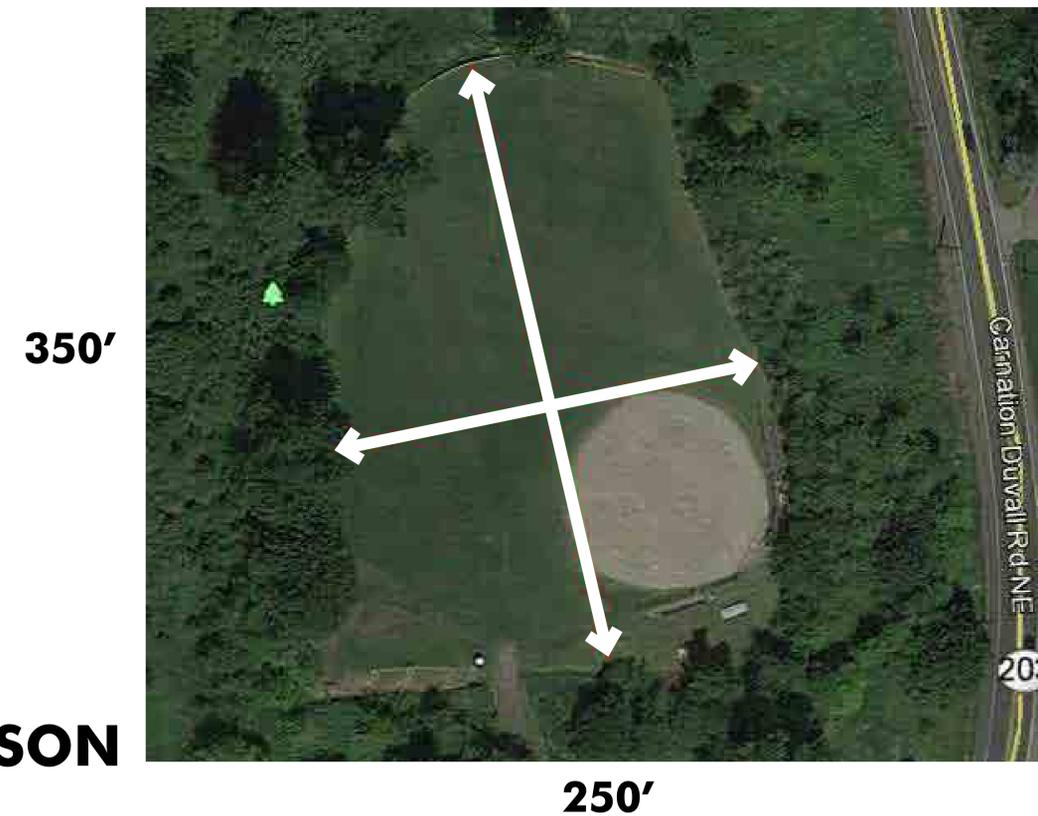
High School Soccer Field



Downtown Duvall Block



Duvall Park Sports Field



SCALE COMPARISON



1"=50'

MARCH 29, 2017

POCKET PARK (1 ACRE)

DESIGN GOALS:

- COHESIVE DESIGN APPROACH TO CREATE A UNIQUE SENSE OF IDENTITY (CONTEXTURAL, HISTORICAL, PHYSICAL)
- PROVIDE DIVERSE USE/ACTIVITIES IN CONTEXT OF CITY PARK SYSTEM/FACILITIES
- CONSIDER LEVEL OF MAINTENANCE REQUIRED
- CREATES A WALKABLE NETWORK THAT CONNECTS THE COMMUNITY
- TYPICALLY PLAY-ORIENTED FEATURES

POTENTIAL ELEMENTS:

1. ACTIVE USE
 - LOOP PARK
 - OPEN LAWN
 - SWINGS
2. PLAY ELEMENTS
 - CLIMBING
 - SPINNERS
 - SAND/DIGGING
 - SLIDE
3. NATURE PLAY/EXPLORATION ELEMENTS
 - CREATIVE PLAY
 - MOVEABLE PARTS
 - NATURAL ELEMENTS
 - INTERACTIVE ELEMENTS
4. GATHERING NODE
 - SHADE/RAIN COVERING (AWNING, TREES, STRUCTURE)
 - SEATING/TABLES
 - BBQ
5. SPECIALTY ELEMENTS
 - SMALL WATER PLAY
 - ADVENTURE AREA (CLIMBING, ROPES)
 - GARDEN DISPLAY
 - SCULPTURE
6. EDUCATIONAL
 - INTERPRETATIVE SIGNAGE
 - DEMONSTRATION PLANTINGS
 - ARTISTIC EDUCATION (WORDS, IMAGES, STORY)

NEIGHBORHOOD PARK (2 ACRE)

DESIGN GOALS:

- COHESIVE DESIGN APPROACH TO CREATE A SENSE OF IDENTITY (CONTEXTURAL, HISTORICAL, PHYSICAL)
- FLEXIBILITY OF SPACE FOR MULTIPLE ACTIVITIES
- CONSIDER LEVEL OF MAINTENANCE
- PROVIDE CONNECTIONS TO SURROUNDING COMMUNITY
- PROVIDE PARKING FOR DAILY ACTIVITIES
- TYPICALLY ACTIVE-USE ORIENTED

POTENTIAL ELEMENTS:

1. ACTIVE USE
 - LOOP TRAIL(S)
 - TRAILS IN THE TREES
 - FLEXIBLE, OPEN LAWN - MAXIMIZE USE
 - FITNESS EQUIPMENT
 - COURT SPORTS
2. PLAY ELEMENTS
 - LAWN AREA
 - BOULDER PLAY AREA/SEATING
 - MINIMIZE DUPLICATE ELEMENTS WITH POCKET PARK
 - SWINGS
3. GATHERING NODE
 - SHADE/RAIN COVERING (AWNING, TREES, STRUCTURE)
 - SEATING/TABLES
 - BBQ
4. SPECIALTY ELEMENTS
 - STORAGE
 - CITY IDENTIFICATION ELEMENT
 - GARDEN DISPLAY
 - SIGNAGE
 - RESTROOM

DEFINING THE PARKS



EXAMPLE PARK SPATIAL DIAGRAMS



- Design based on what experiences are desired, not by “features”
- Well-designed play spaces are critical in meeting the developmental needs of children as well as the recreational needs of families. Park playgrounds, especially in regional community parks, need to focus on engaging the curiosity and wonder of children; developing the whole child -- socially, cognitively and physically; being safe in the ever changing rules of the play industry while providing acceptable and needed risk; maximizing play value through well-research design principals; and reflecting the unique characteristic of a community to provide children with a sense of place within their world.

LET'S PLAY!

SIX PRINCIPLES OF PARK DESIGN

Play spaces should provide a wide variety of experiences such as spinning, climbing, dramatic play, cooperation, appropriate risk taking, building, swinging, sliding, etc, etc. In addition, these experiences should be designed in a way to entice children away from iPads, the television, and video games to come outside and engage with the outdoor environment.

- 1 Providing developmentally appropriate play opportunities**

Play research has shown that integrating open ended, non-prescriptive play activities, natural materials, topography and sensory elements positively influences and increases the value of play for children.
- 2 Providing new and unique experiences**

It is important to make each playground space a unique and one-of-a kind play experience. This can be achieved in several ways: collaborating with custom design-build professionals; staying in constant contact with local play equipment reps while being familiar with their newest and highest play value/quality elements; trying out play equipment ourselves
- 3 Designing for multi-generational users from early childhood to adults and seniors**

Families and neighbors come to parks to play, socialize and recreate. These spaces need to include restrooms, seating, bike and stroller parking, shade, plantings, etc for comfort and convenience to encourage parents and care givers to spend some time in the park. The longer children are allowed to play within an environment, the more they immerse themselves and the more likely they are to achieve a high level of quality play.
- 4 Defining clear circulation and well-organized programmed spaces**

People appreciate visual way finding and a clear hierarchy of pathways allowing them to successfully and comfortably navigate throughout a park space. Well-designed circulation within the play environment also positively influences children's play patterns and encourages healthier, more active play. Research validates that playgrounds with looped pathways and 'play circuits' increases the physical activity of children.
- 5 Celebrating the site's inherent qualities**

Drawing from a community's people, place and spirit is a wonderful way to express a playground site's special and inherently unique qualities. These theming and character defining qualities should be used to make genuine connections to the environmental, social and historical context of the site.
- 6 Connecting to the community through programming**

A valuable resource to tap into for the play and adjacent gatherings spaces is to consider community programming of the playground. The concept of playground facilitators to park and recreation staff in hopes of soon following in the footsteps of European and other international play spaces that provide dynamic and ever changing play opportunities to children by allowing movable and loose parts play... to create a playground that is new and different each time a child visits. With the added layer of programmed activities, this playground could become a community destination with great value to the community.

TRENDS IN PARK DESIGN

HEIGHT/TOPOGRAPHY

Manufacturers are creating dramatic structures, incorporating topography into the play environment.



NATURE-BASED

The use of natural materials and incorporating nature-based play opportunities.



THEMED (BUT NOT TOO THEMED)

Custom site and play features that create distinct and recognizable environments helps build on our experience, both physically and mentally.



EVOLVED PLAY STRUCTURES

Manufacturers have advanced the design and thinking that goes into play structures. New aesthetics and function have replaced the traditional post and platform approach to equipment



KEY PARK AND PLAY COMPONENTS

ACCEPTABLE RISK

Children must have access to risk/challenge for appropriate development; both mentally and physically

Example: kids climbing a wall or walking on a balance beam. You might fall and it could hurt. Children need the challenge and reward of accomplishment. This helps develop their own perception of risk/danger



CREATIVE PLAY

If kids can manipulate their own play experience, they do a higher level of thinking and learning

Example: sand box
It will never be the same. Kids must manipulate and discover



PHYSICAL ACTIVITY

We all need to exercise and develop motor skills

Example: functionally linking play fields, play loops, monkey bars and today's new structures create physical challenges and fitness opportunities. It is proven that exercise is good for the brain!



SENSE OF PLACE

Environments that are memorable and unique have higher visitation rates than those that are generic and element focused only.

Example: themed playgrounds will continue to draw people back over and over and become a place of recognition for communities. Building on natural feature, historical context and specific physical elements of an area are great ways to do this

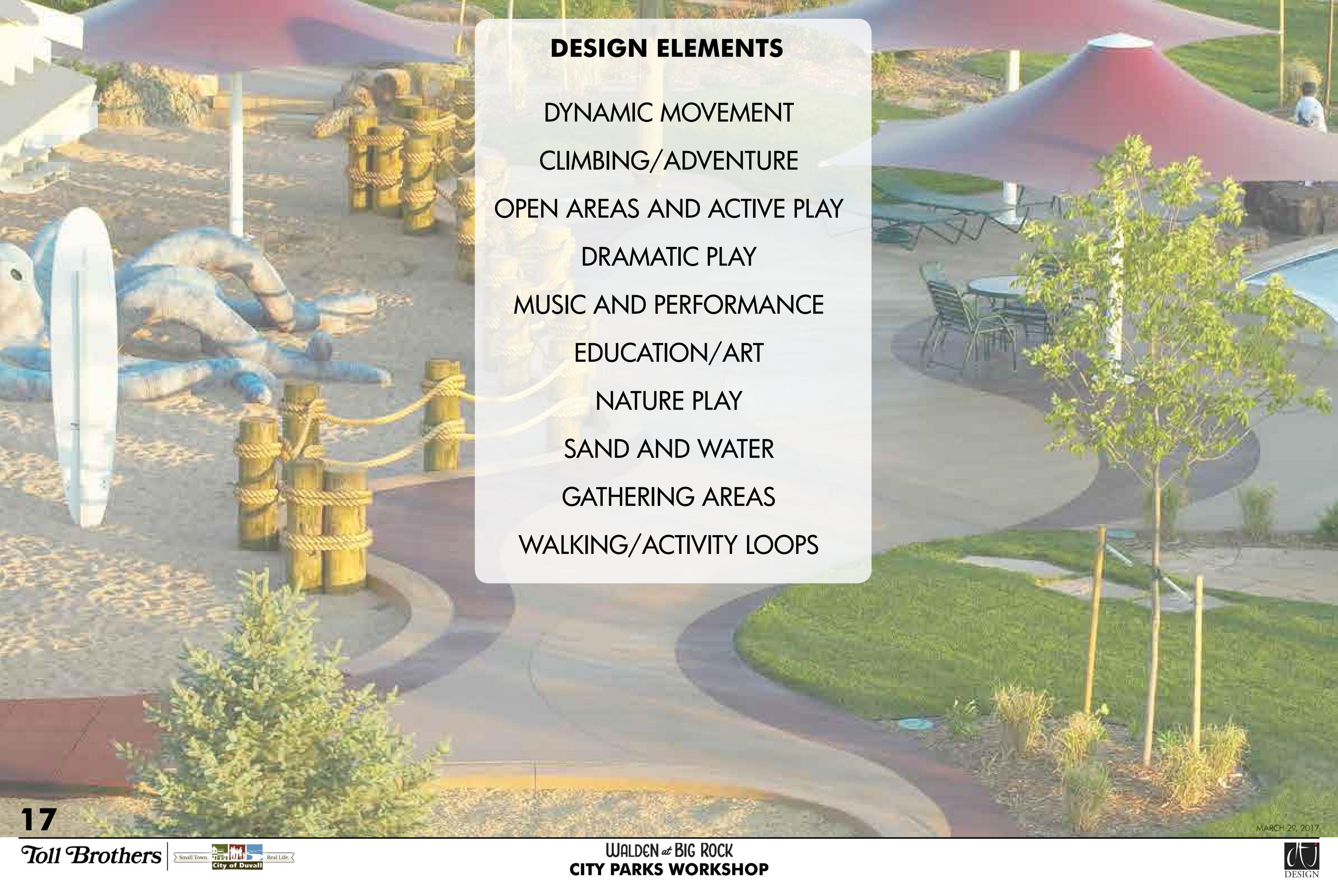


CREATIVE PLAY CONCEPTS

Prescribed Play vs. Experimental Play/Creative Play

- ① EXPERIMENTATION
- ② SOCIAL INTERACTION
- ③ CO-OPERATIVE PLAY / STRATEGIC WORK TOGETHER

When children can manipulate their own play experience, they do a higher level of thinking. A sand play experience will be different, and every time kids will keep coming for this experience.



DESIGN ELEMENTS

DYNAMIC MOVEMENT
CLIMBING/ADVENTURE
OPEN AREAS AND ACTIVE PLAY
DRAMATIC PLAY
MUSIC AND PERFORMANCE
EDUCATION/ART
NATURE PLAY
SAND AND WATER
GATHERING AREAS
WALKING/ACTIVITY LOOPS

DESIGN ELEMENTS

DYNAMIC MOVEMENT

Swings, rockers, spinners, zip lines
(vestibular stimulation = balance)



CLIMBING/ADVENTURE

Walls, trees, ladders
(adventure and challenge)



DESIGN ELEMENTS

OPEN AREAS AND ACTIVE PLAY

Open lawn, sports courts
(develop motor skills)



DRAMATIC PLAY

Play houses, secret pathways, stories
(imaginative play)



DESIGN ELEMENTS

MUSIC AND PERFORMANCE

Fun, not critical, musical instruments
(creative process)



EDUCATION/ART

Environment based, themed art, interpretative panels, outdoor classrooms
(ties park to the site and creates learning opportunities)



DESIGN ELEMENTS

NATURE PLAY

Use of natural materials and incorporating nature-based play opportunities, logs, sand, plants, rocks, organic layouts (non-prescriptive play activities, natural materials, topography and sensory elements positively influences and increases the value of play)



SAND AND WATER

Sand, water play, dams, logs, blocks (tactile, loose parts/manipulate)



DESIGN ELEMENTS

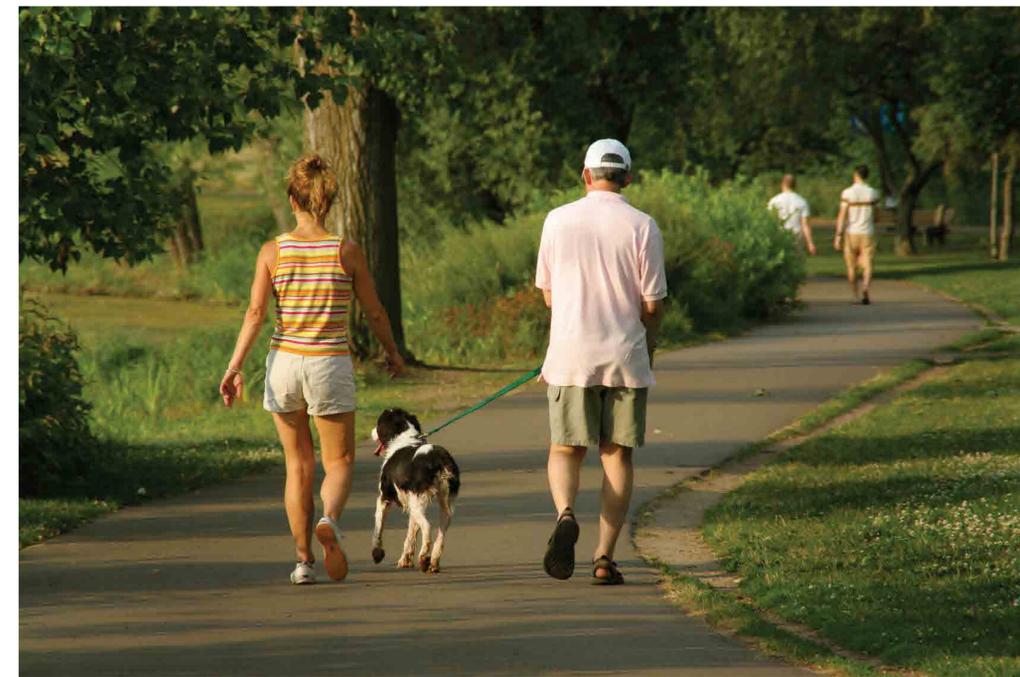
GATHERING AREAS

BBQ, seating, group shelters



WALKING/ACTIVITY LOOPS

Trikes, scooters, bikes, walkers, runners



INPUT PROCESS

- ① Please take 6 dots.
- ② Place dots on images that best represent what you want to see in Duvall Parks.



QUESTIONS

MARCH 29, 2017

END OF PRESENTATION
(PRINT BOARDS FOLLOW)

DYNAMIC MOVEMENT



CLIMBING/ADVENTURE



OPEN AREAS AND ACTIVE PLAY



WALKING/ACTIVITY LOOPS



DRAMATIC PLAY

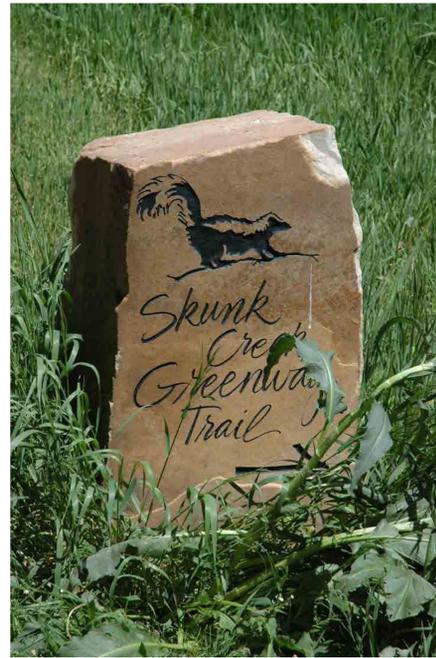


MUSIC AND PERFORMANCE



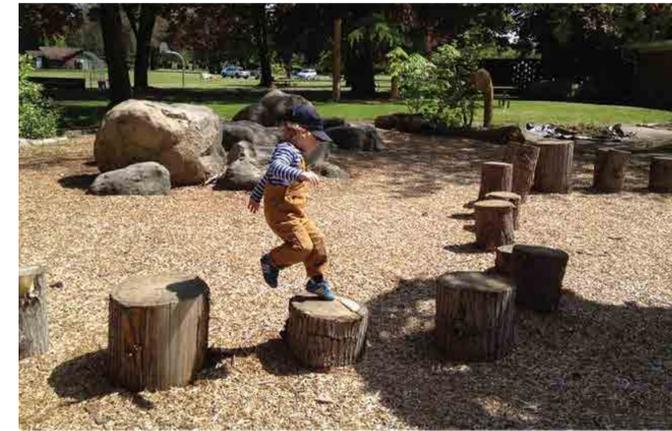
PARK PROGRAM ELEMENTS

EDUCATION/ART



PARK PROGRAM ELEMENTS

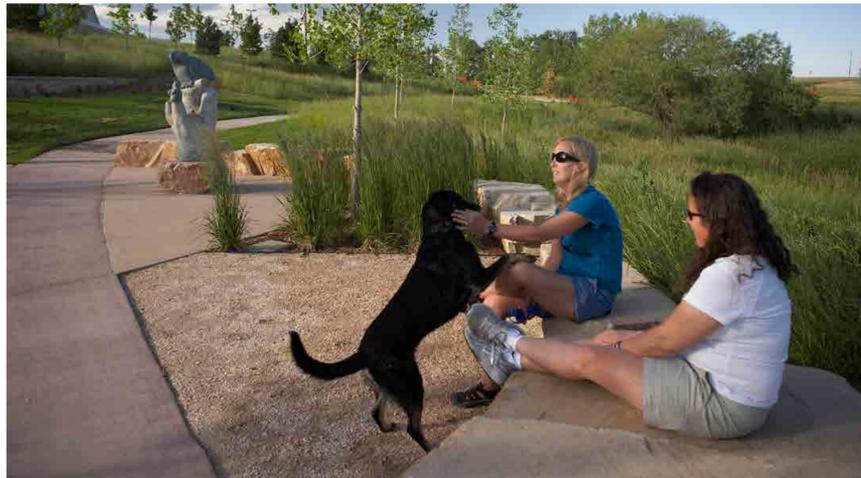
NATURE PLAY

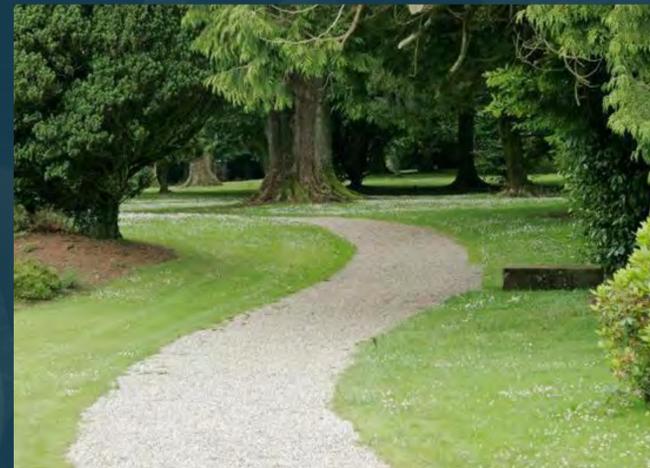


SAND AND WATER



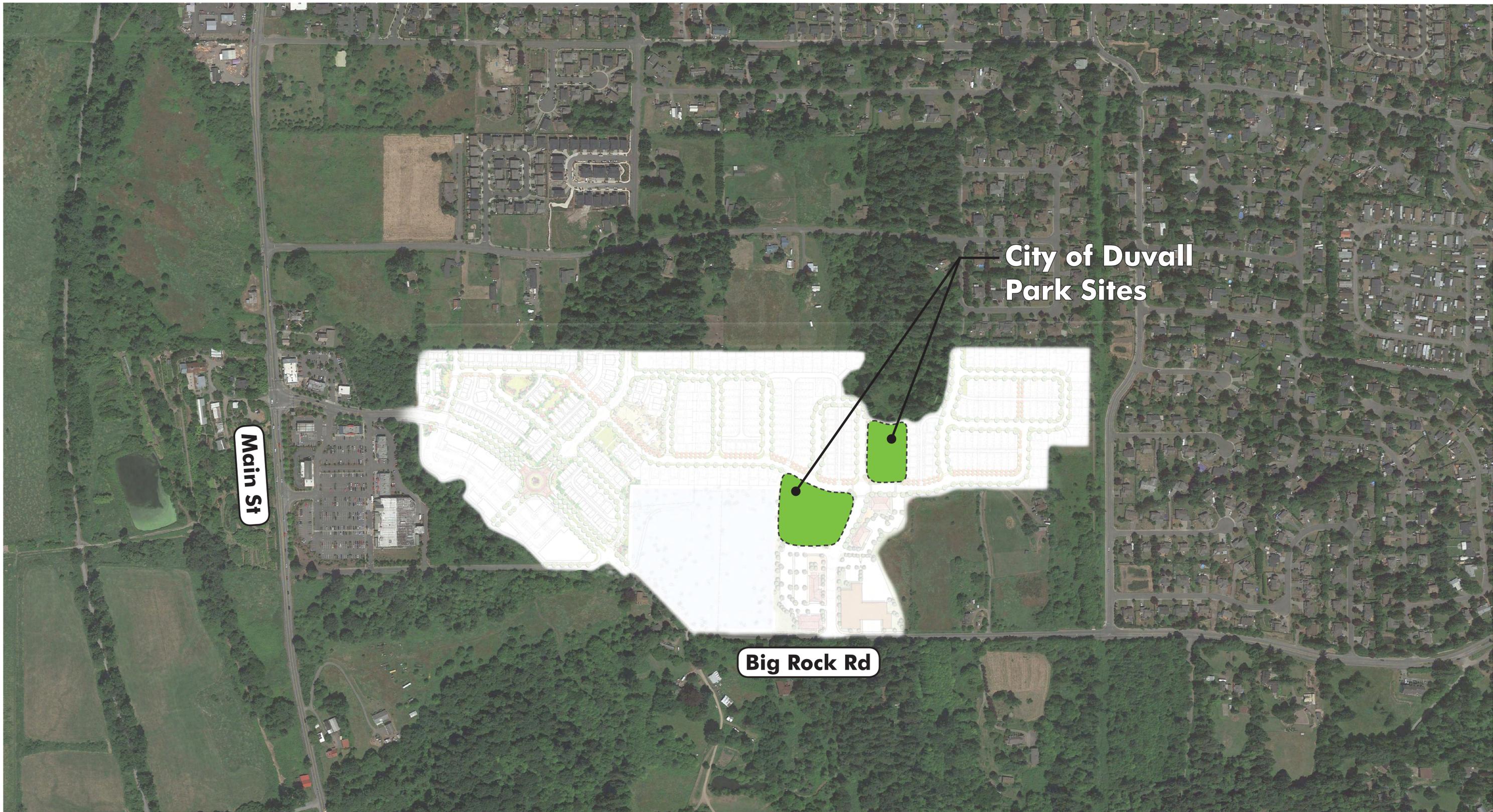
GATHERING AREAS





COMMUNITY WORKSHOP 2

WALDEN AT BIG ROCK CITY PARKS | 04.19.2017



CONTEXT MAP

Picnic Area
 Water Play
 Nature Play
 No Dumping Buckets Sand Contoured Play Area
 Preserve Trees Big Slide
 Zipline Climbing Activities
 Running Paths Loop Trail in Woods
 No Cage Effect Imaginative Play
 Safety Restroom
 Covered Pavilion
 Multi-age Play

PUBLIC COMMENTS FEEDBACK

NUMBER OF DOTS

18 17 16 15 14 13 12 11 10 9 8 7 6 5

PARK PROGRAM ELEMENT

Nature Play



Sand and Water



Climbing/Adventure



Walking/Activity Loops



Gathering Areas



Education/Art



Dramatic Play



Music and Performance



Dynamic Movement



Open Areas and Active Play



VISUAL PREFERENCE SURVEY ANALYSIS



Number of Dots: 18
Park Program Element: Nature Play



Number of Dots: 13
Park Program Element: Sand and Water



Number of Dots: 12
Park Program Element: Walking/Activity Loops



Number of Dots: 13
Park Program Element: Climbing/Adventure



Number of Dots: 13
Park Program Element: Sand and Water



Number of Dots: 12
Park Program Element: Gathering Areas

VISUAL PREFERENCE SURVEY ANALYSIS



Number of Dots: 9
Park Program Element: Education/Art



Number of Dots: 8
Park Program Element: Nature Play



Number of Dots: 7
Park Program Element: Music and Performance



Number of Dots: 9
Park Program Element: Dramatic Play



Number of Dots: 7
Park Program Element: Walking/Activity Loops

VISUAL PREFERENCE SURVEY ANALYSIS



Number of Dots: 6
Park Program Element: Dynamic Movement



Number of Dots: 5
Park Program Element: Climbing/Adventure



Number of Dots: 5
Park Program Element: Education/Art



Number of Dots: 6
Park Program Element: Climbing/Adventure

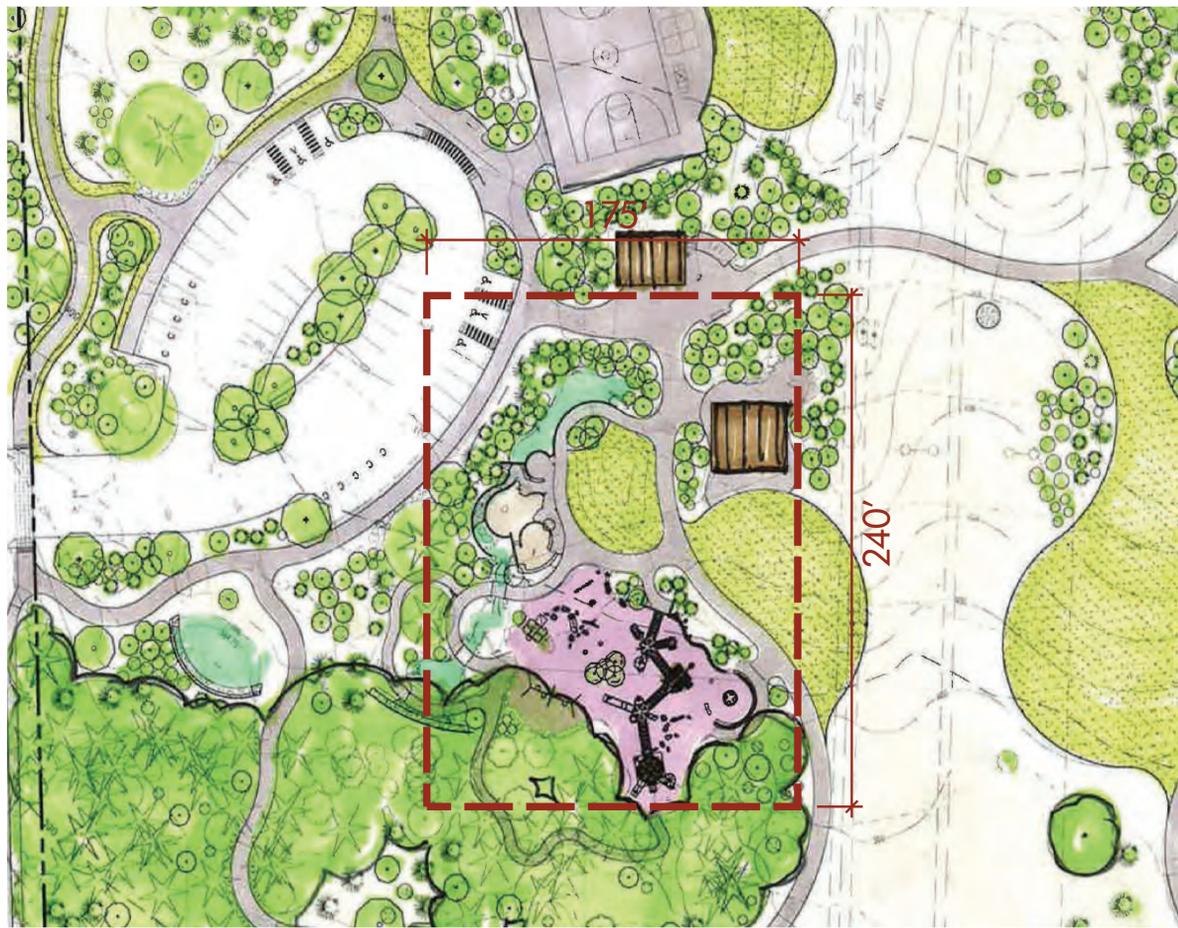


Number of Dots: 5
Park Program Element: Music and Performance

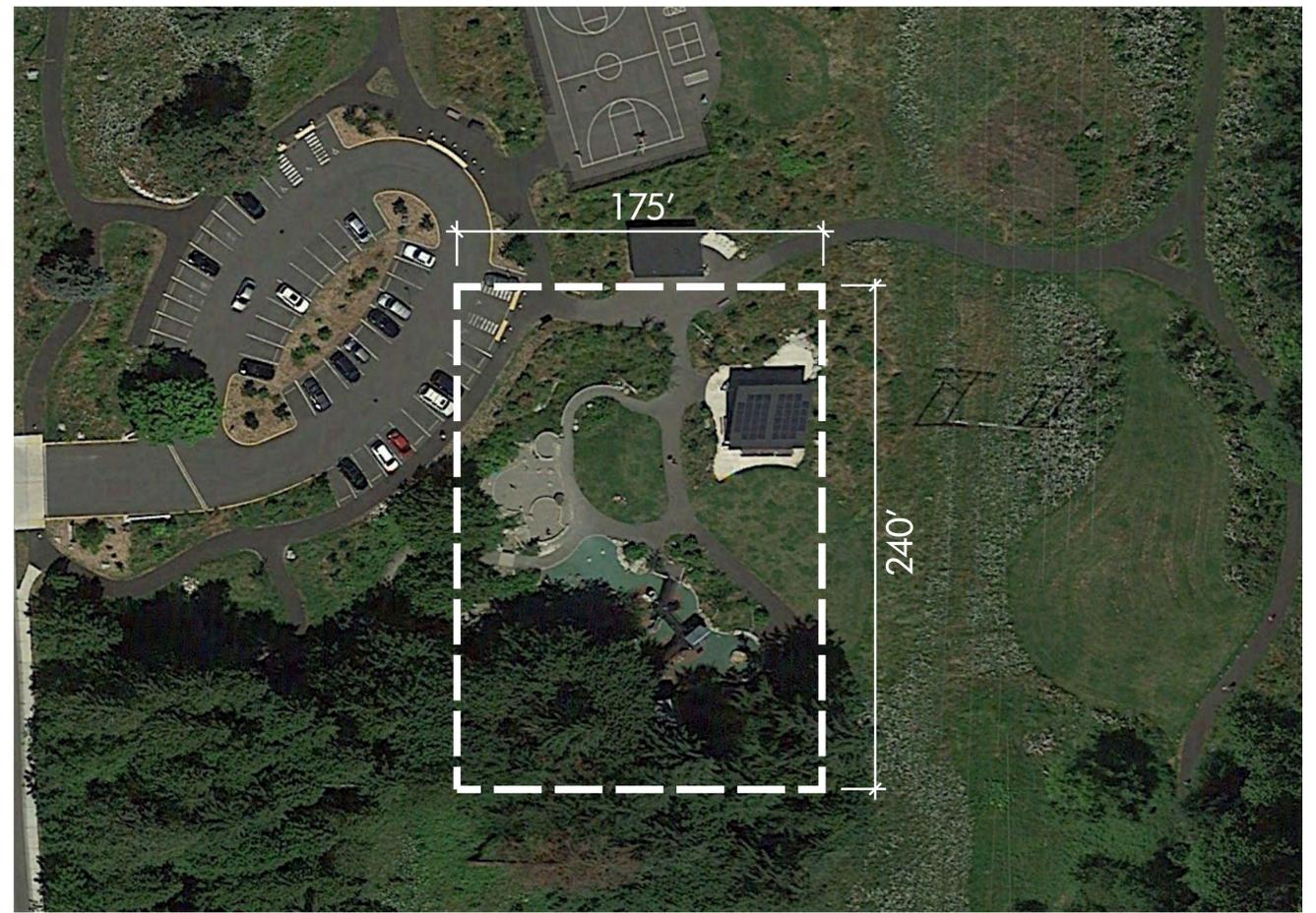


Number of Dots: 5
Park Program Element: Nature Play

VISUAL PREFERENCE SURVEY ANALYSIS



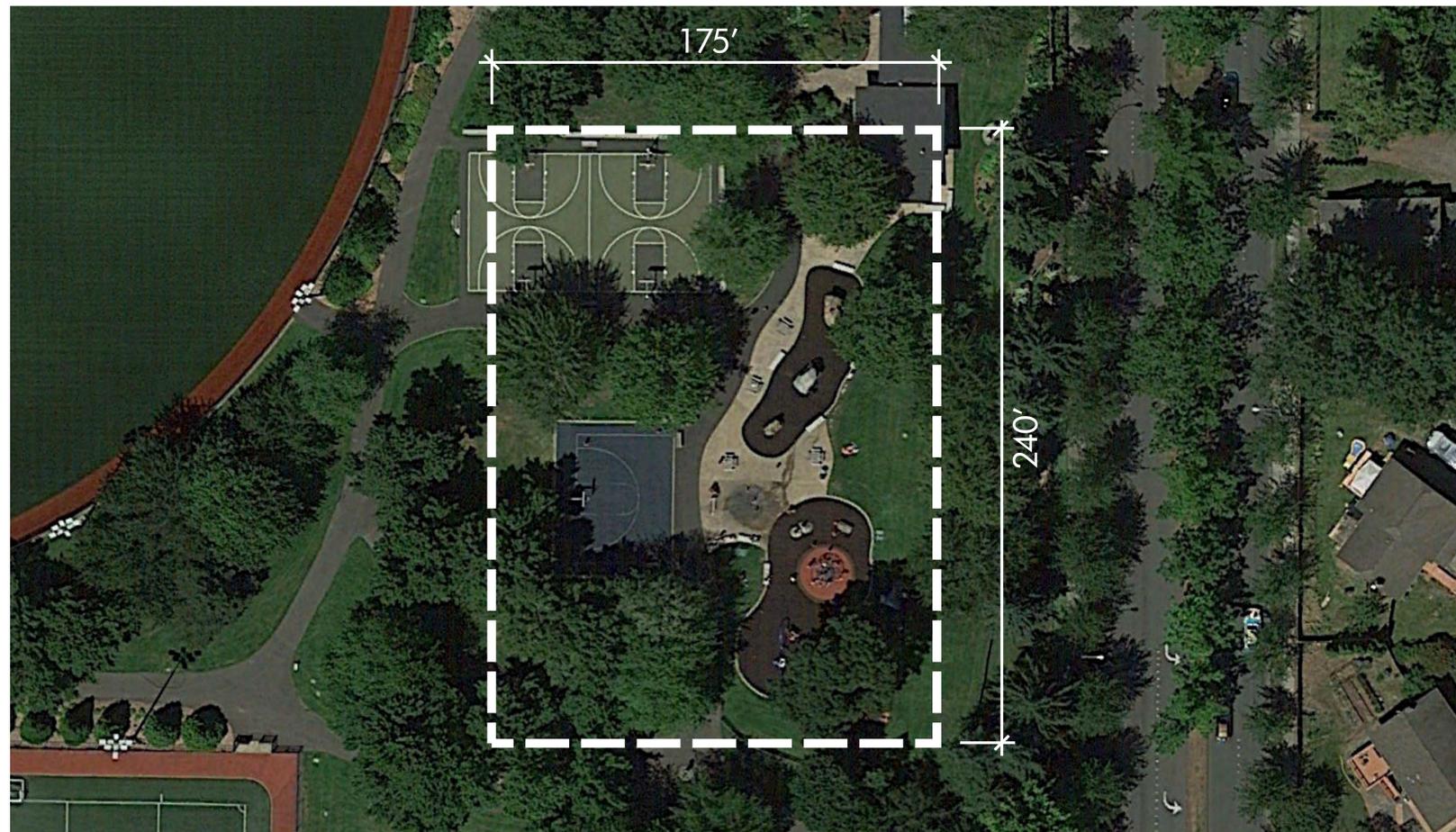
Concept Plan | 1" = 40sc



Aerial | 1" = 40sc



MINER'S CORNER COUNTY PARK (BOTHELL, WA)



Aerial | 1" = 30sc



GRASS LAWN REGIONAL PARK (REDMOND, WA)

CONCEPT A

Based on the organic forms of the surrounding landscape. Landforms separate the spaces visually and create interest in the landscape. Relaxed forms and flowing lines create a naturalized feel while separating uses.

Organic lawn panels allow for several areas of open lawn for flex use. The gathering areas are located to provide immediate access to both the plaza and the lawn area.



CONCEPT A1 - 1 ACRE



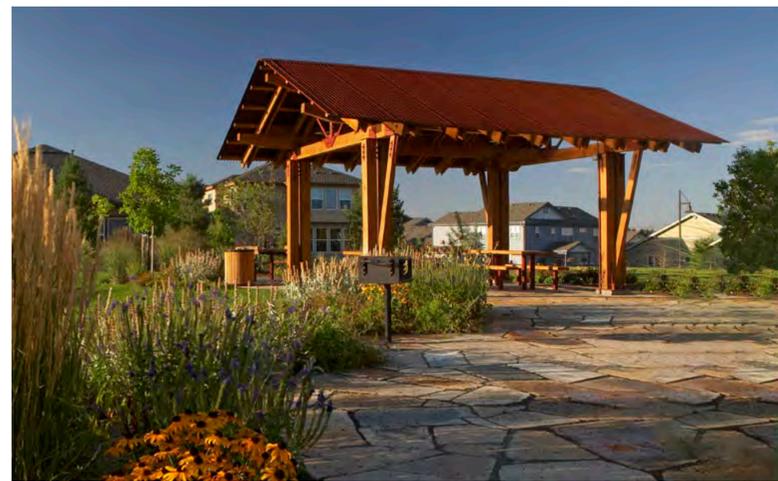
CONCEPT A1 - 1 ACRE



Play Mound/Tunnel



Slide



Plaza and Small Shade Structure



Existing Wetland
(To Be Preserved)



Sand and Water Play



Nature Play - Climbing Logs



Open Play Lawn

CONCEPT A - 2 ACRE



Sitting Area

Loop Path

Small Shade Structure and Plaza

Flex Lawn

Sitting Area

Potential Connection to School Site

CONCEPT A - 2 ACRE



Informal Open Lawn



Plaza and Small Shade Structure



Walking Loop



Sitting Area

CONCEPT B

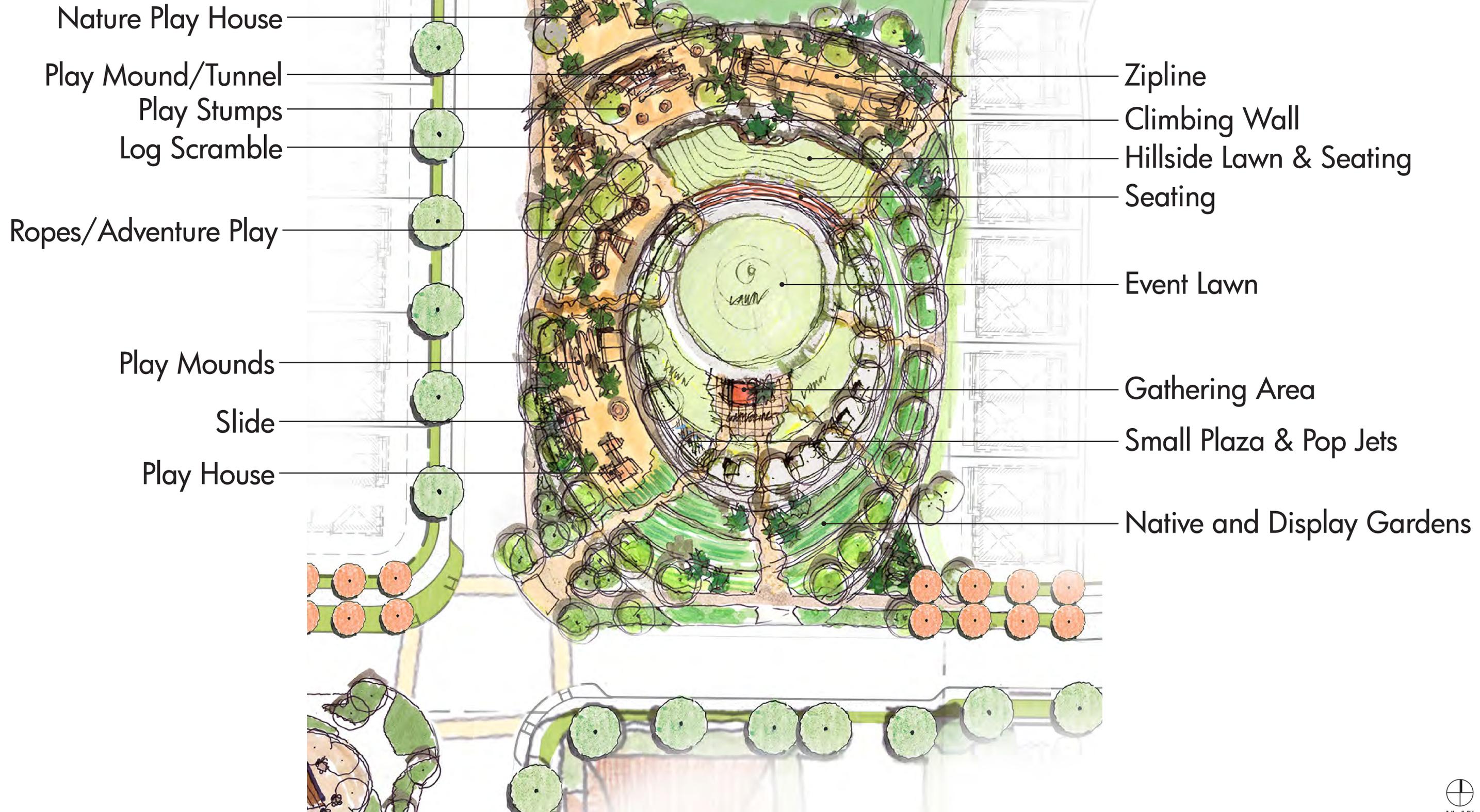
Based on the concept of dendrology and tree rings. Patterns and forms are derived from the non-concentric rings with "cracks" in the pattern serving as circulation serving as circulation

Elements would be themed to reflect the patterns and textures of the trees. The central lawns are the organizing core of the park with uses radiating around it.



CONCEPT B - 1 ACRE

Existing Wetland
(To Be Preserved)



CONCEPT B - 1 ACRE



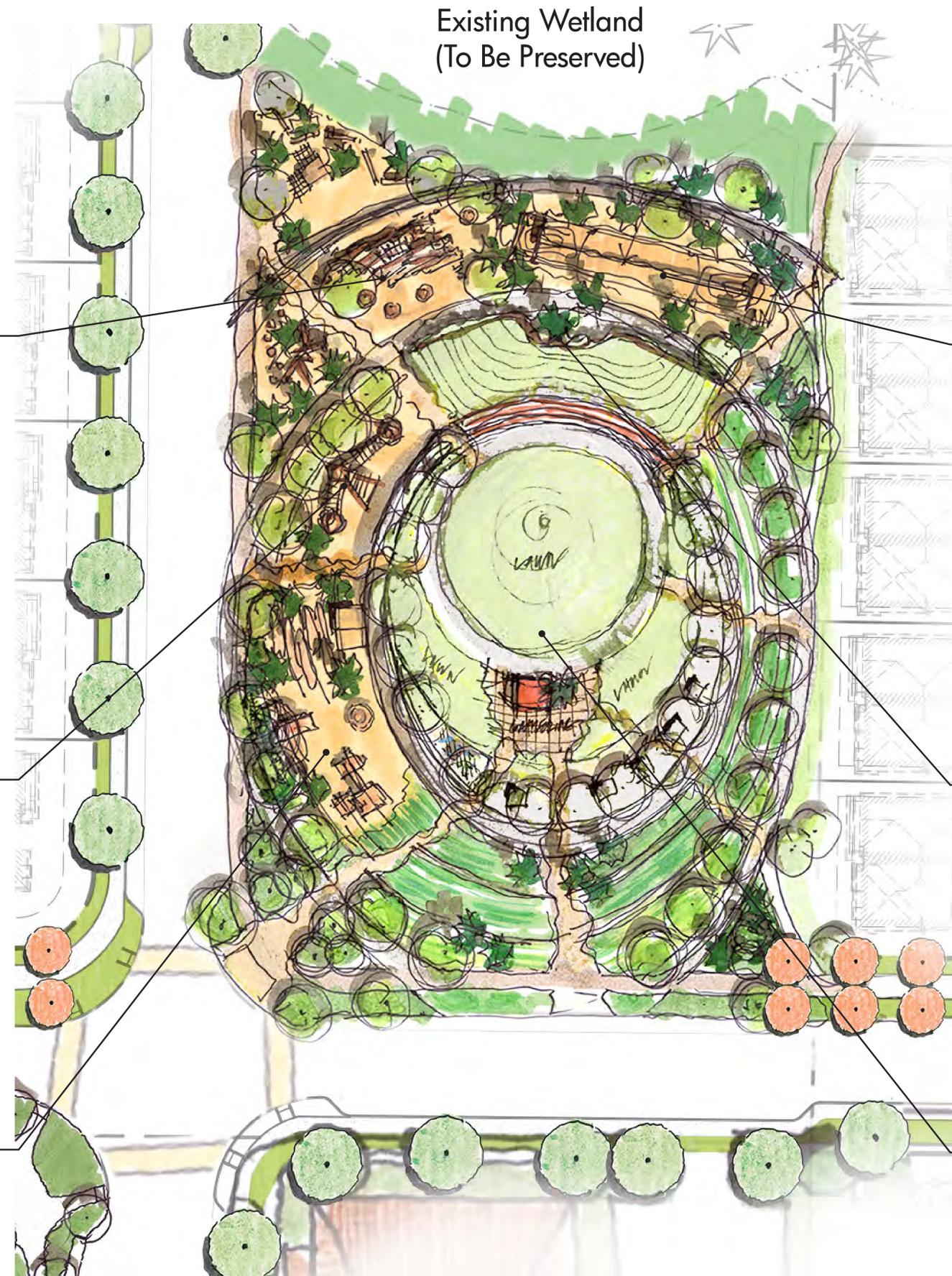
Rock Mounds & Play Stumps



Ropes/Adventure Play



Play House & Play Features



Zipline



Climbing Wall



Event Lawn and Gathering Area

CONCEPT B - 2 ACRE



Connection to Street

Hard Surface Walk

Flex Lawn

Soft Path in Trees

Connection to School

Entry Plaza

Shade Structure in Plaza

Group Spinner

Basketball Court

Bouldering Rock Feature

Hard Surface Walk

CONCEPT B - 2 ACRE



Soft Surface Path in Trees



Flex Lawn



Basketball Court (Modular Tiles)



Shade Structure in Plaza



Group Spinner/Hangout Feature



Bouldering Rock Feature

Concept A



Concept B

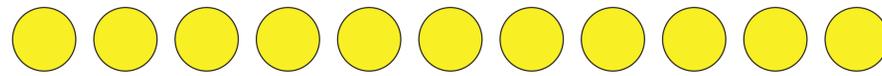


CONCEPT DESIGNS COMPARISON

QUESTIONS

APRIL 19, 2017

CONCEPT A1 - 1 ACRE

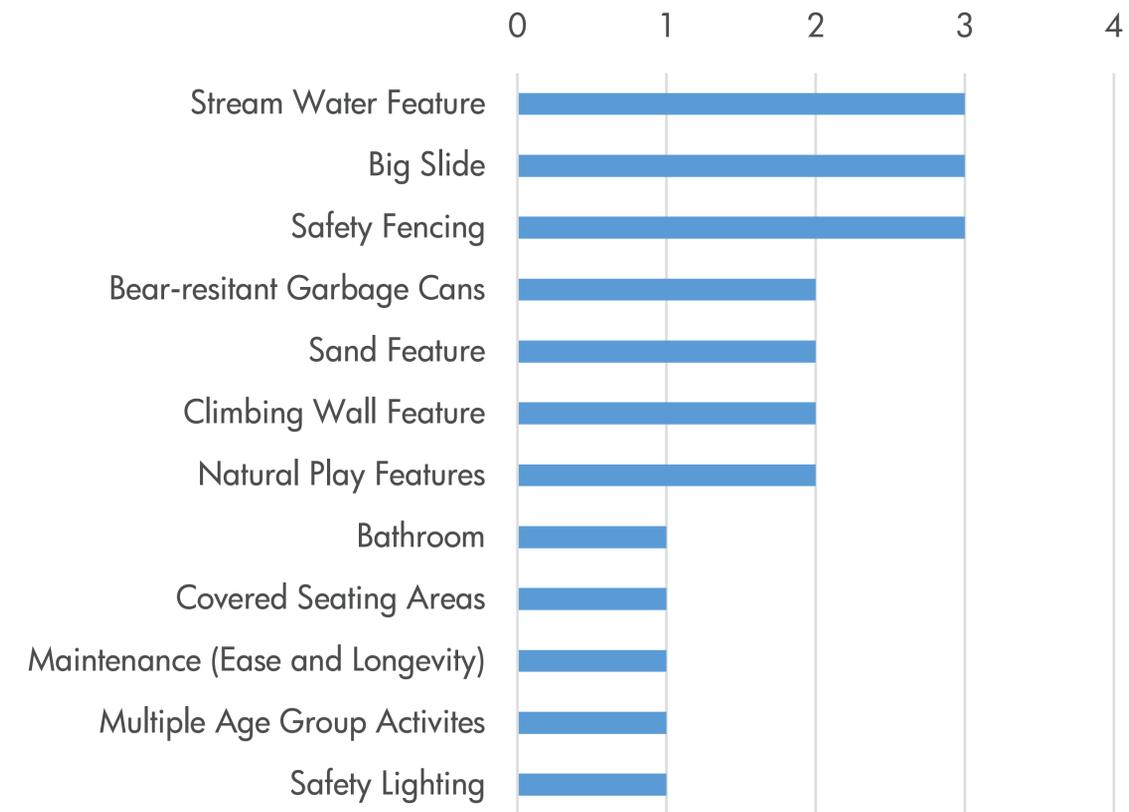


CONCEPT A1 - 1 ACRE

* Each yellow dot represents 1 person vote for preferred plan. Each person was given a sticker for the 1 acre park and the 2 acre park.



Plan Reference

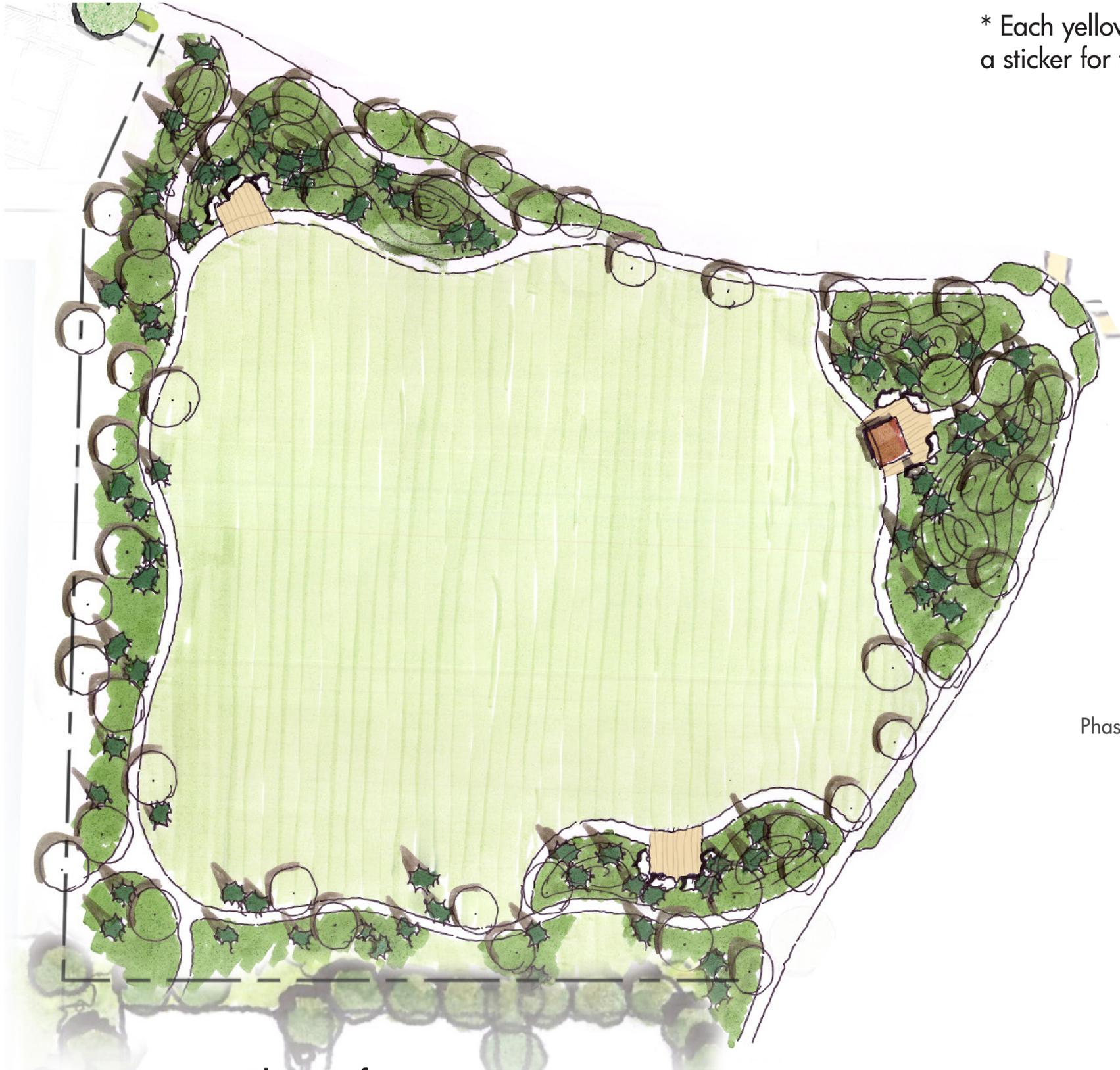


Response Frequency Analysis

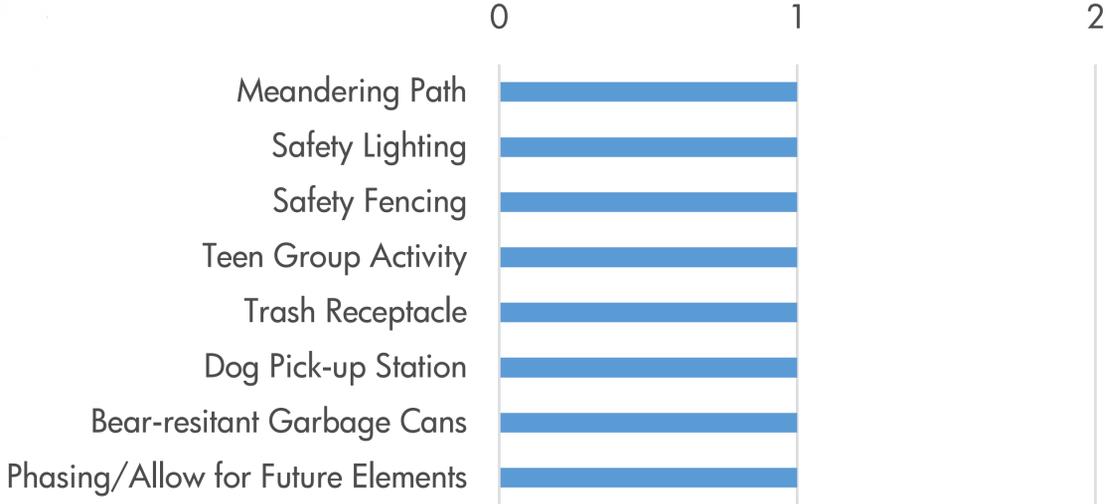
CONCEPT A - 2 ACRE



* Each yellow dot represents 1 person vote for preferred plan. Each person was given a sticker for the 1 acre park and the 2 acre park.

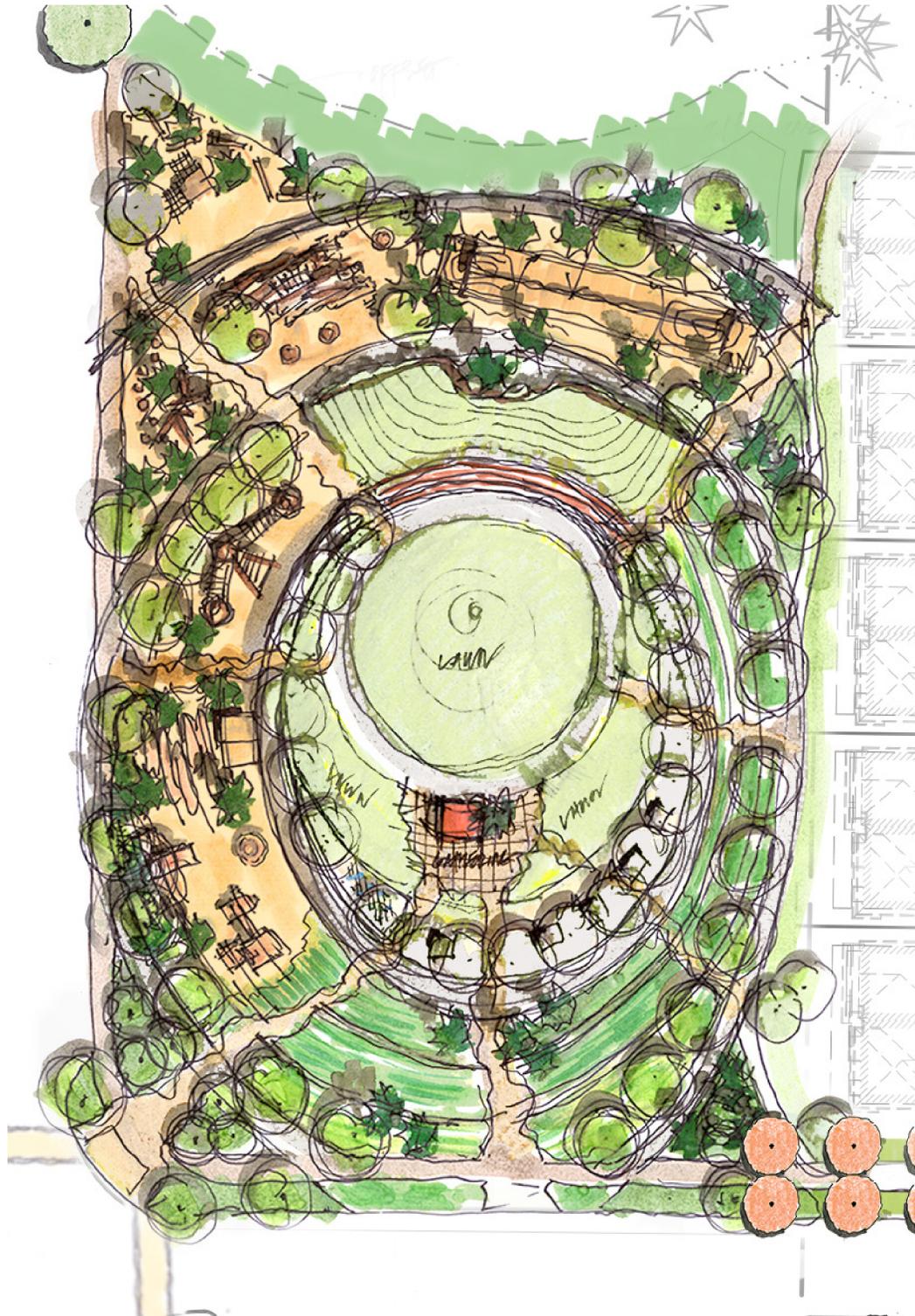
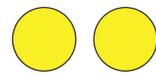


Plan Reference

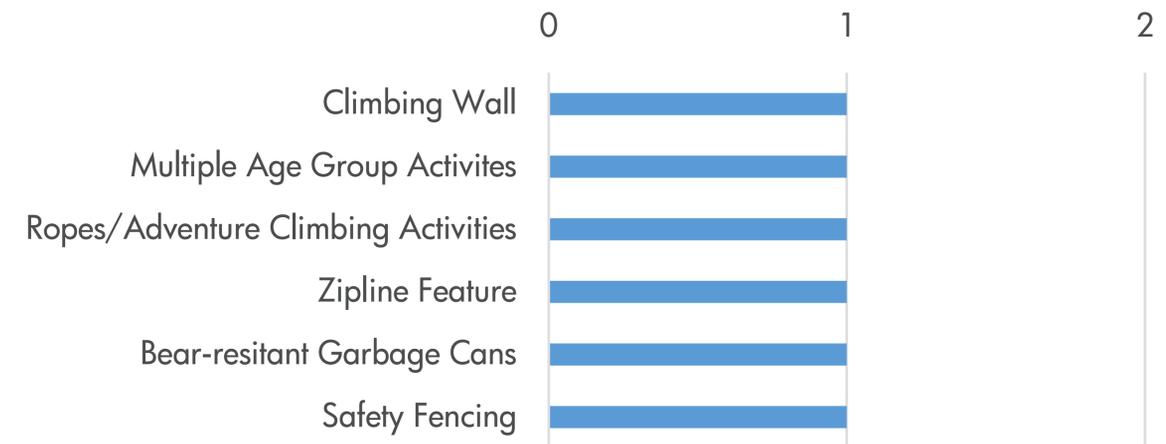


Response Frequency Analysis

CONCEPT B - 1 ACRE



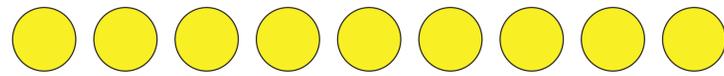
* Each yellow dot represents 1 person vote for preferred plan. Each person was given a sticker for the 1 acre park and the 2 acre park.



Plan Reference

Response Frequency Analysis

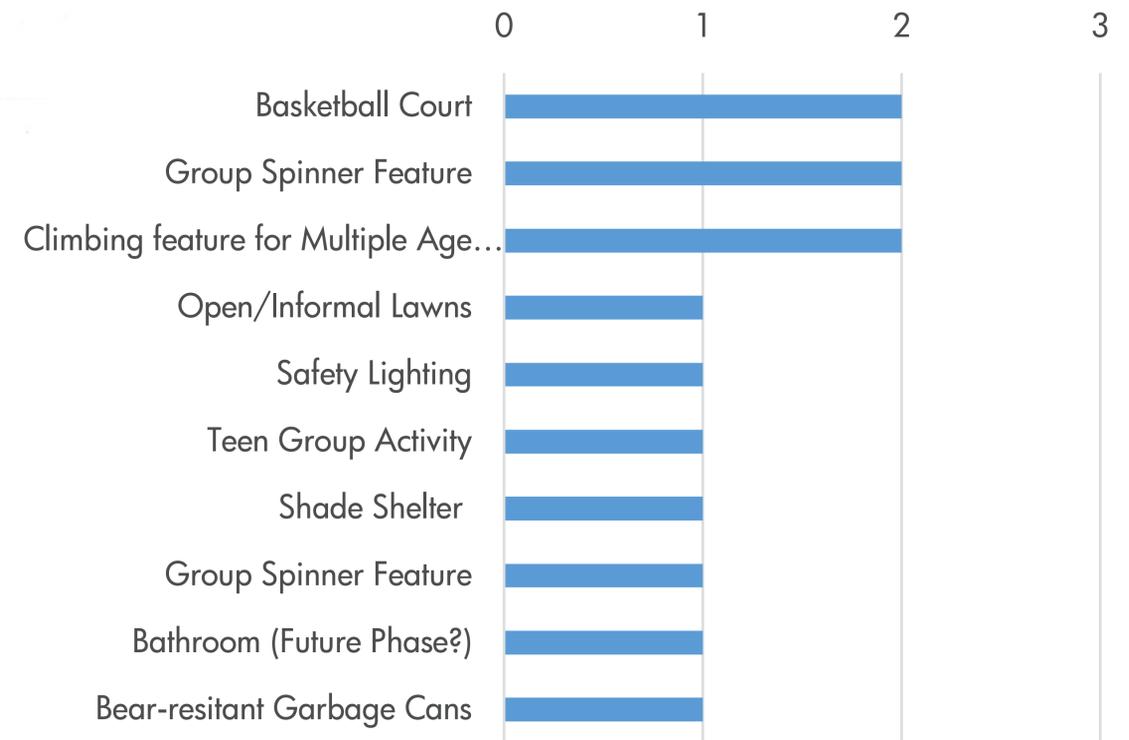
CONCEPT B - 2 ACRE



* Each yellow dot represents 1 person vote for preferred plan. Each person was given a sticker for the 1 acre park and the 2 acre park.



Plan Reference



Response Frequency Analysis

DESIGN PROCESS

PUBLIC INPUT

CITY DIRECTION

DESIGN REFINEMENT

OPINION OF PROBABLE COST

CITY INPUT

CONSTRUCTION DRAWINGS

PUBLIC INPUT SUMMARY

CLIMBING WALL FEATURE

SLIDE

SAND + WATER PLAY FEATURE

TEEN GROUP PLAY/SPINNER FEATURE

BASKETBALL COURT

BATHROOM (FUTURE PHASE)

NATURE PLAY FEATURE

OPEN/INFORMAL LAWNS

SHADE SHELTER

DESIGN GOALS

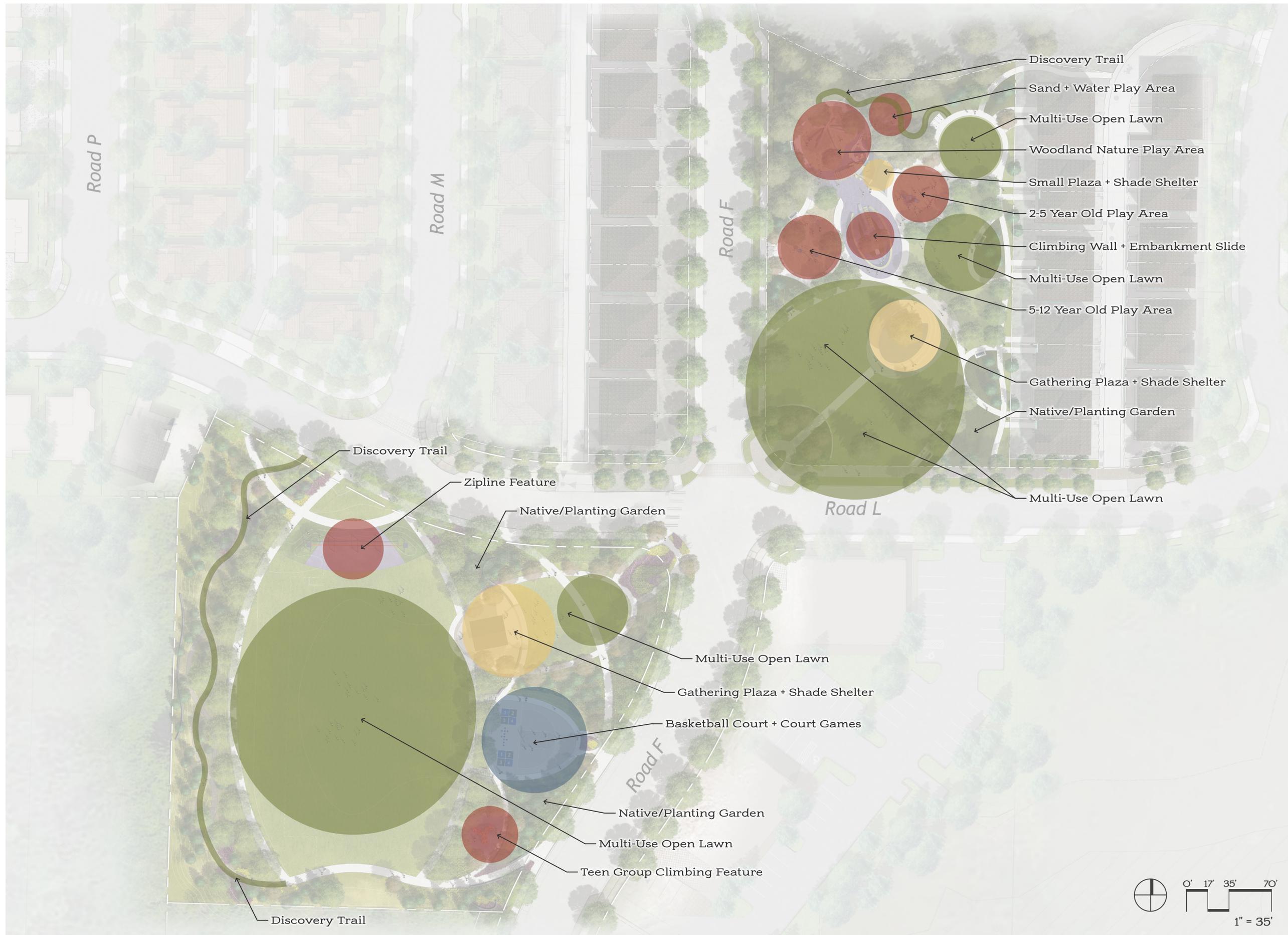
HIGH PLAY VALUE

SAFETY

LONGEVITY OF MATERIALS

MAINTENANCE FREQUENCY

HIGH QUALITY PLAY EQUIPMENT



PARKS USE DIAGRAM + PARKS ELEMENTS



THESE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND REPRESENT THE CURRENT DESIGN DEVELOPMENT APPROACH. MODIFICATIONS TO THE FINAL PLANS IS TO BE EXPECTED BASED ON SPECIFIC REVIEW DIRECTION AND FINAL COST CONSIDERATIONS. THE CUSTOM PLAY FEATURES WILL EVOLVE AS DESIGN BUDGETS ARE REFINED AND FABRICATORS ARE ENGAGED TO CREATE SHOP DRAWINGS FOR APPROVAL.

LAYOUT & GRADING LEGEND

- R.O.W. LINE
- - - LOT LINE
- ~ ~ ~ PROPOSED 1' CONTOUR
- ~ ~ ~ PROPOSED 5' CONTOUR
- LIMIT OF WORK
- ▬ BENCH (SEE DETAIL 8/L-204)
- ▬ BIKE RACK (SEE DETAIL 3/L-203)
- ⊙ TABLE AND CHAIRS (SEE DETAILS 6 & 7/L-204)

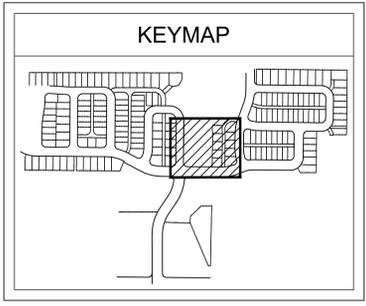
NOTE: SEE LANDSCAPE GENERAL NOTES SHEET FOR A LIST OF ABBREVIATIONS

LANDSCAPE LIGHTING LEGEND

- ⊙ BOLLARD LIGHT (SEE DETAIL 1/L2-04)
- ⬇ DOWNLIGHT (SEE DETAIL 4/L2-04)

BY OTHERS

- ▬ STREET CURBS AND MEDIAN
- ▬ CURB RAMP AND DETECTABLE WARNING STRIP
- ▬ STREET SIGNAGE
- ▬ ROADWAY COBRA HEAD LIGHT
- ⊙ ORNAMENTAL PEDESTRIAN STREET LIGHT
- ▬ RETAINING WALL



WALDEN AT BIG ROCK - EAST SIDE
PRELIMINARY PLAN
TOOL BROTHERS
CITY OF DUVAL, WASHINGTON

DRAFT FOR CLIENT REVIEW

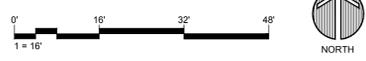
DRAWN BY: GGV
CHECKED BY: GGV, GBW
PROJECT NO.: 2016054.40
ISSUE DATE: 06/30/2017

ONE ACRE PARK LAYOUT PLAN

L-100



Drawing: U:\2016\054.40\Toll Brothers\05 CAD\Sheet\Walden\PP1_L01_One Acre Park Layout.dwg
 Last Saved: August 9, 2017 10:37 AM by Gwendolyn
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WALDEN AT BIG ROCK - ONE ACRE PARK				8/9/2017
	ITEM	UNIT COST	QTY.	COST
1.00	Site Prep			\$12,788
1.01	Demolition/Removals (allocated)	\$5,000.00	1 EA	\$5,000
1.02	Clearing & Grubbing (80% of site)	\$0.08	34,848 SF	\$2,788
1.03	Erosion Control (allocated)	\$5,000.00	1 EA	\$5,000
2.00	Hardscape			\$194,393
2.01	Concrete Walk (6' wide)	\$7.00	250 SF	\$1,750
2.02	Concrete Walk (5' wide)	\$7.00	1,245 SF	\$8,715
2.03	Concrete Walk (4' wide)	\$7.00	2,290 SF	\$16,030
2.04	Entry Plaza Pavement (colored, stamped/finished concrete)	\$15.00	1,100 SF	\$16,500
2.05	Plaza Pavement (colored, stamped/finished concrete)	\$20.00	2,660 SF	\$53,200
2.06	Concrete Shelf at Sand Play Area	\$80.00	75 LF	\$6,000
2.07	Concrete Ramp at Play Area	\$1,200.00	3 EA	\$3,600
2.08	Concrete Thickened Edge (Poured-in-Place)	\$35.00	223 SF	\$7,805
2.09	Edge of Poured-in-Place at E.W.F.	\$20.00	85 LF	\$1,700
2.10	Poured-In-Place Safety Surfacing (incl. concrete subbase)	\$25.00	2,400 SF	\$60,000
2.11	EWB Play Surfacing (incl. drainage system)	\$4.00	4,335 SF	\$17,340
2.12	Sand Play Surfacing (incl. drainage system)	\$3.50	215 SF	\$753
2.13	Soft Surface Trail (2' wide, crusher fines, stabilized)	\$5.00	200 SF	\$1,000
3.00	Site Furniture/Amenities			\$127,225
3.01	Park Signage	\$5,000.00	1 EA	\$5,000
3.02	Arches Single Bike Rack (Landscape Structures-\$250+\$75)	\$325.00	11 EA	\$3,575
3.03	Maclyn Trash Receptacle (Playworld-\$600+\$150)	\$750.00	4 EA	\$3,000
3.04	Maclyn Collection Bench (Playworld-\$1300+\$325)	\$1,625.00	8 EA	\$13,000
3.05	Mantarail Picnic Table, Powdercoat finish (Creative Pipe-\$0+\$0) (allocated)	\$2,000.00	4 EA	\$8,000
3.06	Cosmos Seat Table, Powdercoat finish (Creative Pipe-\$0+\$0) (allocated)	\$1,500.00	2 EA	\$3,000
3.07	Custom Sail Shade Structure (allocated)	\$20,000.00	1 EA	\$20,000
3.08	Custom Shade Structure (allocated)	\$65,000.00	1 EA	\$65,000
3.09	36" Chainlink Fence (black vinyl coated and one gate with closure latch)	\$35.00	190 LF	\$6,650
3.10	Future Bathroom Structure (N.I.C. - See Civil Plans for utility stubs)	\$0.00	1 EA	\$0
4.00	Reclaimed Tree Log/Nature Play Feature			\$116,000
4.01	Reclaimed Tree Stumps (allocated)	\$400.00	15 EA	\$6,000
4.02	Log Crawl and Tunnel (allocated)	\$50,000.00	1 EA	\$50,000
4.03	Tree Logs (18' - 25' length) (part of Nature Play feature) (allocated)	\$50,000.00	1 EA	\$50,000
4.04	Net Climber (part of Nature Play feature, allocated)	\$5,000.00	2 EA	\$10,000
5.00	2-5 Y.O. Play Area			\$33,277
5.01	Reclaimed Tree Stumps (allocated)	\$400.00	10 EA	\$4,000
5.02	Reclaimed Tunnel Log (IC Wood)	\$1,500.00	1 EA	\$1,500
5.03	Rhapsody Warble Chimes (Landscape Structures-\$5740+\$1722)	\$7,462.00	1 EA	\$7,462
5.04	Saddle Spinner (16", Landscape Structures-\$975+\$295)	\$1,270.00	1 EA	\$1,270
5.05	Smart Play : Motion 2-5 (Landscape Structures-\$14650+\$4395)	\$19,045.00	1 EA	\$19,045
6.00	5-12 Y.O. Play Area			\$38,740
6.01	Arch Swing Double (Elephant Play-\$17000+\$5100) (incl. 1/2 cost of freight)	\$22,100.00	1 EA	\$22,100
6.02	Rotating Dish (Elephant Play-\$12800+\$3840) (incl. 1/2 cost of freight)	\$16,640.00	1 EA	\$16,640
7.00	Slide / Climbing Wall Play Feature			\$206,545
7.01	Rock Scramble (part of Slide/Climbing Wall feature) (allocated)	\$15,000.00	1 EA	\$15,000
7.02	Railing (simple stell, powder coated) (allocated)	\$10,000.00	1 LF	\$10,000
7.03	Wall (concrete wall)	\$60.00	820 SFF	\$49,200
7.04	Lightweight Fill (part of Slide/Climbing Wall feature) (allocated)	\$10,000.00	1 EA	\$10,000
7.05	Climbing Wall - High Detail (IDS (part of Slide/Climbing Wall feature))	\$53,600.00	1 EA	\$53,600
7.06	Climbing Wall - Low Detail (IDS (part of Slide/Climbing Wall feature))	\$9,900.00	1 EA	\$9,900
7.07	Wing Wall - Low Detail (part of Slide/Climbing Wall feature)	\$24,145.00	1 EA	\$24,145
7.08	Poured-In-Place Safety Surfacing (incl. concrete subbase) (part of S./C. Wall Play Feature)	\$25.00	400 SF	\$10,000
7.09	Travel and Logistics (IDS (part of Slide/Climbing Wall Play Feature))	\$24,700.00	1 EA	\$24,700
8.00	Water Course Play Feature			\$52,500
8.01	Concrete Water Course (2' wide) (part of Water Course Play Feature) (allocated)	\$25,000.00	1 LS	\$25,000
8.02	Concrete Water Course Crossing (stone) (part of Water Course Play Feature) (allocated)	\$1,000.00	1 EA	\$1,000
8.03	Child Safe Playground Pump (Bison Pumps + \$1k install) (part of Water Course Play Feature)	\$4,000.00	1 EA	\$4,000
8.04	Basalt Column - varied heights (allocated)	\$500.00	45 EA	\$22,500
9.00	Landscape Plantings			\$161,646
9.01	Shade Trees (2.5" / 3.0" cal.)	\$350.00	31 EA	\$10,850
9.02	Ornamental Trees (10' height, multi-stem)	\$500.00	15 EA	\$7,500
9.03	Evergreen Trees (8'/10'/12' height - 50% / 30% / 20%)	\$375.00	24 EA	\$9,000
9.04	Specimen Shrub Planting (incl. plants, fabric, soil amendment)	\$150.00	25 EA	\$3,750
9.05	Shrub Planting (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	4,336 SF	\$21,680
9.06	Shrub Planting - Matrix 2 (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	4,625 SF	\$23,125
9.07	Shrub Planting Drip Irrigation	\$0.60	4,625 SF	\$2,775
9.08	Perennial/Groundcover Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	0 SF	\$0
9.09	Perennial/Groundcover Planting Spray Irrigation	\$1.25	0 SF	\$0
9.10	Natural / Native Understory	\$3.50	6,866 SF	\$24,031
9.11	Grass Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	0 SF	\$0
9.12	Grass Planting Spray Irrigation	\$1.25	0 SF	\$0

9.13	Manicured Turf Lawn (incl. sod, soil amendment)	\$2.00	17,980 SF	\$35,960
9.14	Manicured Turf Lawn Spray Rotor Irrigation	\$1.25	17,980 SF	\$22,475
9.15	Landscape Edger (6" concrete)	\$5.00	100 LF	\$500
10.00	Lighting/Electrical			\$32,000
10.01	Light Bollards (Kim Lighting SL1-\$900+\$300)	\$1,200.00	20 EA	\$24,000
10.02	Electrical (allocated)	\$8,000.00	1 LS	\$8,000
Sub-Total				\$975,113
Sales Tax		8.6%		\$83,860
Sub-Total with Tax				\$1,058,973
CONTINGENCY		10.0%		\$105,897
ONE ACRE PARK ESTIMATED COST				\$1,164,870
ONE ACRE PARK ESTIMATED COST/SF (43,560 sf)				\$26.74

*No utilities, civil improvements, or overlot grading are included in the above cost

**allocated 30% install cost for all play features and site furnishings

Alternate/Upgrade Items - Cost to Add				
	BearSaver CE132-CH Trash Recptacle, Forest Brown Texture (BearSaver-\$900+\$100)	\$250.00	4 EA	\$1,000
	Creative Pipe Letter Bench "C" (Creative Pipe-\$0+\$0)	\$0.00	1 EA	\$0
	Poligon DB99 Shade Shelter (Poligon-\$0+\$0)	\$0.00	1 EA	\$0

WALDEN AT BIG ROCK - TWO ACRE PARK

8/9/2017

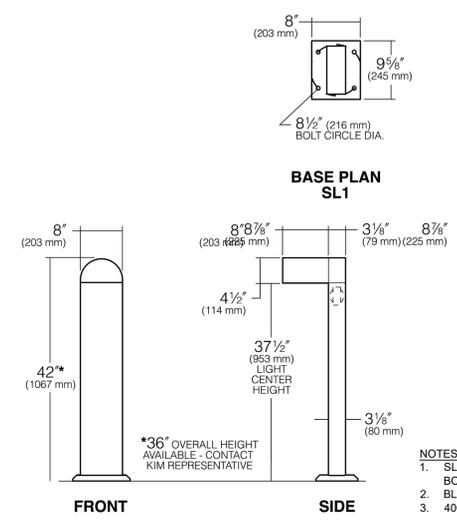
	ITEM	UNIT COST	QTY.	COST
1.00	Site Prep			\$20,576
1.01	Demolition/Removals (assumed)	\$5,000.00	1 EA	\$5,000
1.02	Clearing & Grubbing (80% of site)	\$0.08	69,696 SF	\$5,576
1.03	Erosion Control (assumed)	\$10,000.00	1 EA	\$10,000
2.00	Hardscape			\$287,222
2.01	Concrete Walk (6' wide)	\$7.00	7,222 SF	\$50,554
2.02	Concrete Walk - 4A (4' wide)	\$7.00	802 SF	\$5,614
2.03	Concrete Walk - 4B (4' wide)	\$7.00	1,339 SF	\$9,373
2.05	Plaza Pavement (colored, stamped/finished concrete)	\$12.00	2,372 SF	\$28,464
2.06	Concrete Play Court	\$8.00	2,500 SF	\$20,000
2.07	Concrete Curb Wall at Play Surface	\$50.00	42 LF	\$2,100
2.08	Concrete Thickened Edge (Poured-in-Place)	\$35.00	234 SF	\$8,190
2.09	Poured-in-Place Safety Surfacing (incl. concrete subbase)	\$25.00	3,230 SF	\$80,750
2.10	Grass Pavers	\$4.50	840 SF	\$3,780
2.11	Soft Surface Trail (4' wide)	\$8.00	1,943 SF	\$15,544
2.12	Stairs (concrete, 6" risers, with concrete cheek wall)	\$80.00	140 LF	\$11,200
2.13	Wall (white cement, 18" ht. concrete seatwall)	\$95.00	300 LF	\$28,500
2.14	Wall (concrete retaining/seat wall, 18"-30")	\$95.00	34 LF	\$3,230
2.15	Wall (rockery wall, west property line)	\$35.00	313 SFF	\$10,955
2.16	Wall (concrete, with signage/monumentaion, 4' height)	\$38.00	236 SFF	\$8,968
3.00	Site Structures & Furniture			\$50,550
3.01	Park Signage (allocated)	\$5,000.00	2 EA	\$10,000
3.02	Arches Single Bike Rack, Direct Bury (Landscape Structures-\$135+\$40)	\$175.00	6 EA	\$1,050
3.03	Maclyn Trash Recptacle (Playworld-\$600+\$150)	\$750.00	6 EA	\$4,500
3.04	Shade Structure (Icon Structures - Craftsman Gable 20'x24'-\$25k+\$8k+\$2k Shipping)	\$35,000.00	1 EA	\$35,000
4.00	Play Equipment			\$42,365
4.01	Basketball Hoop (Gametime Offset Gooseneck, White Backboard, Double Rim-\$1500+\$450)	\$1,950.00	1 EA	\$1,950
4.02	Zip Krooz (Single, Standard, 66') (Landscape Structures-\$13,665+\$4,100+\$2k shipping)	\$19,765.00	1 EA	\$19,765
4.03	Play Feature (PlayWorld Play Cubes 7.0-\$14350+\$4300+\$2k shipping)	\$20,650.00	1 EA	\$20,650
5.00	Landscape Planting			\$318,049
5.01	Shade Trees (2.5" / 3.0" cal.)	\$350.00	47 EA	\$16,450
5.02	Ornamental Trees (10' height, multi-stem)	\$500.00	29 EA	\$14,500
5.03	Evergreen Trees (8'/10'/12' height - 50% / 30% / 20%)	\$375.00	147 EA	\$55,125
5.04	Specimen Shrub Planting (incl. plants, fabric, soil amendment)	\$150.00	100 EA	\$15,000
5.05	Shrub Planting (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	7,000 SF	\$35,000
5.06	Shrub Planting - Matrix 2 (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	956 SF	\$4,780
5.07	Shrub Planting Drip Irrigation	\$0.60	7,956 SF	\$4,774
5.08	Perennial/Groundcover Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	3,725 SF	\$14,900
5.09	Perennial/Groundcover Planting Spray Irrigation	\$1.25	3,725 SF	\$4,656
5.10	Grass Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	5,215 SF	\$20,860
5.11	Grass Planting Spray Irrigation	\$1.25	5,215 SF	\$6,519
5.12	Manicured Grass Lawn (incl. sod, soil amendment)	\$2.00	37,931 SF	\$75,862
5.13	Manicured Grass Lawn Spray Rotor Irrigation	\$1.25	37,931 SF	\$47,414
5.14	Landscape Edger (6" concrete)	\$5.00	442 LF	\$2,210
6.00	Electrical/Lighting			\$49,960
6.01	Light Bollards (Kim Lighting SL1-\$900+\$270)	\$1,170.00	30 EA	\$35,100
6.02	Step Lights (Kim Lighting KLV807-\$200+\$60)	\$260.00	11 EA	\$2,860
6.03	Play Court Lighting (Ligman Lighting (Odessa Cluster Column-\$0+\$0)	\$0.00	2 EA	\$0
6.04	Electrical (assumed)	\$12,000.00	1 LS	\$12,000
	Sub-Total			\$768,722
	Sales Tax	8.6%		\$66,110
	Sub-Total with Tax			\$834,832
	CONTINGENCY	10.0%		\$83,483
	TWO ACRE PARK ESTIMATED COST			\$918,315
	TWO ACRE PARK ESTIMATED COST/SF (87,120 sf)			\$10.54

*No utilities, civil improvements, or fine grading are included in the above cost

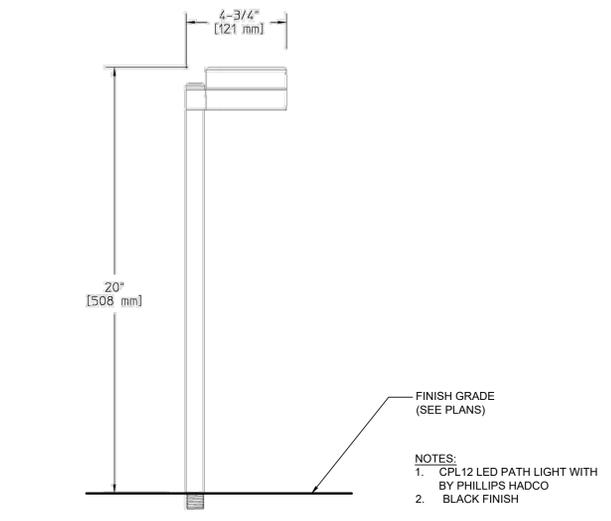
ALL STRUCTURAL MEMBERS, CONNECTIONS, SIZES AND FOOTINGS ARE PENDING FINAL STRUCTURAL REVIEW.



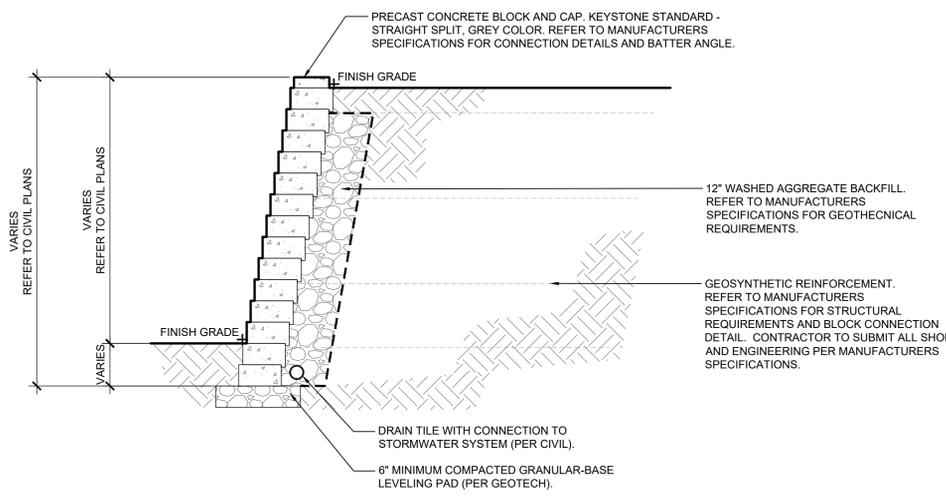
NOTE:
 REFER TO MANUFACTURER SPECIFICATIONS FOR PRODUCT ADDITIONAL INFORMATION.
 MANUFACTURER: KEYSTONE
 MODEL: STANDARD-STRAIGHT SPLIT
 COLOR: GREY
 WEBSITE: www.keystonewalls.com



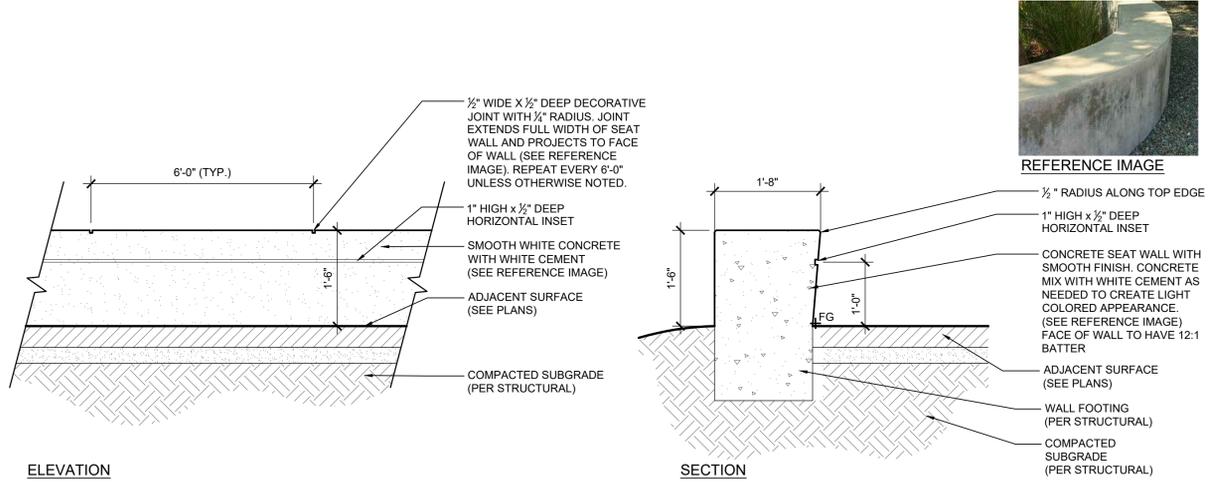
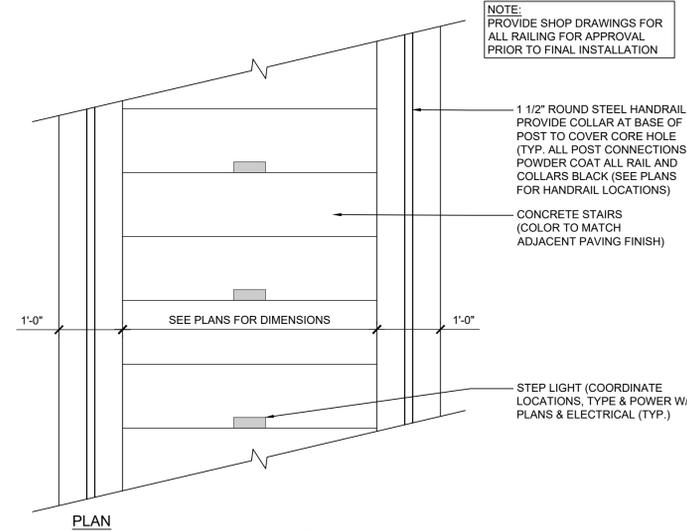
6 BOLLARD LIGHT
 3/4" = 1'-0"



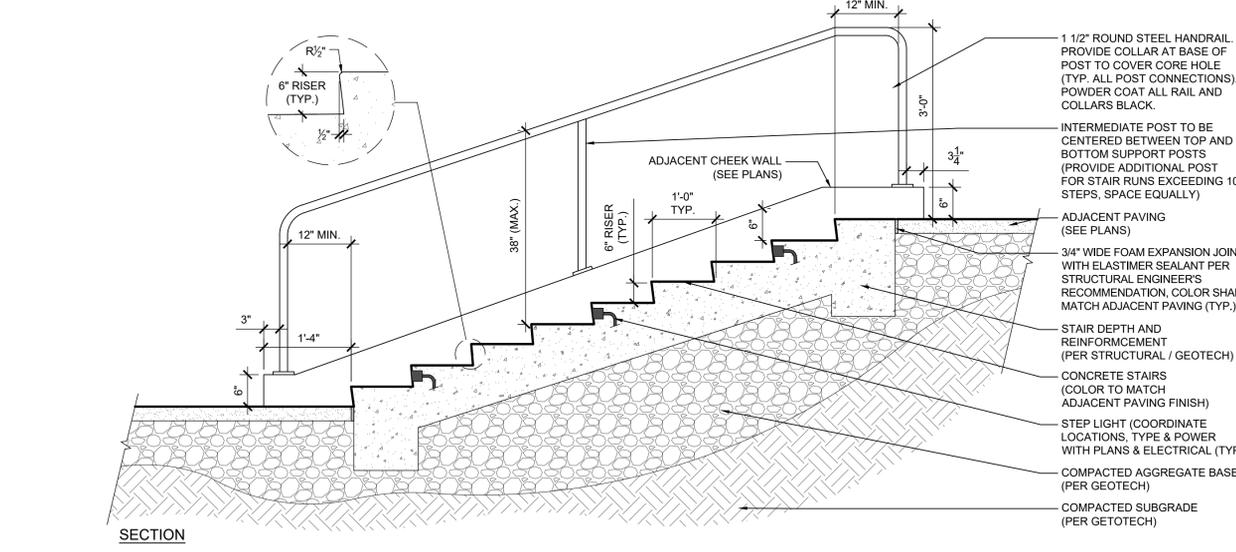
5 PATH LIGHT
 3" = 1'-0"



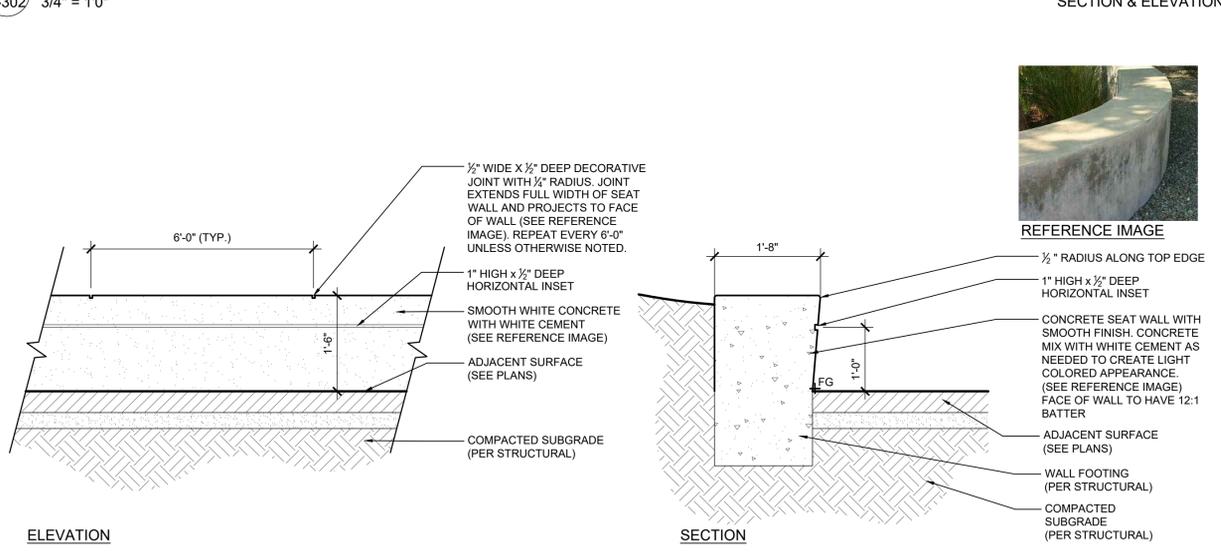
3 PRECAST CONCRETE BLOCK RETAINING WALL
 1/2" = 1'-0"



2 CONCRETE FREESTANDING SEAT WALL
 3/4" = 1'-0"



4 CONCRETE STEPS
 3/4" = 1'-0"

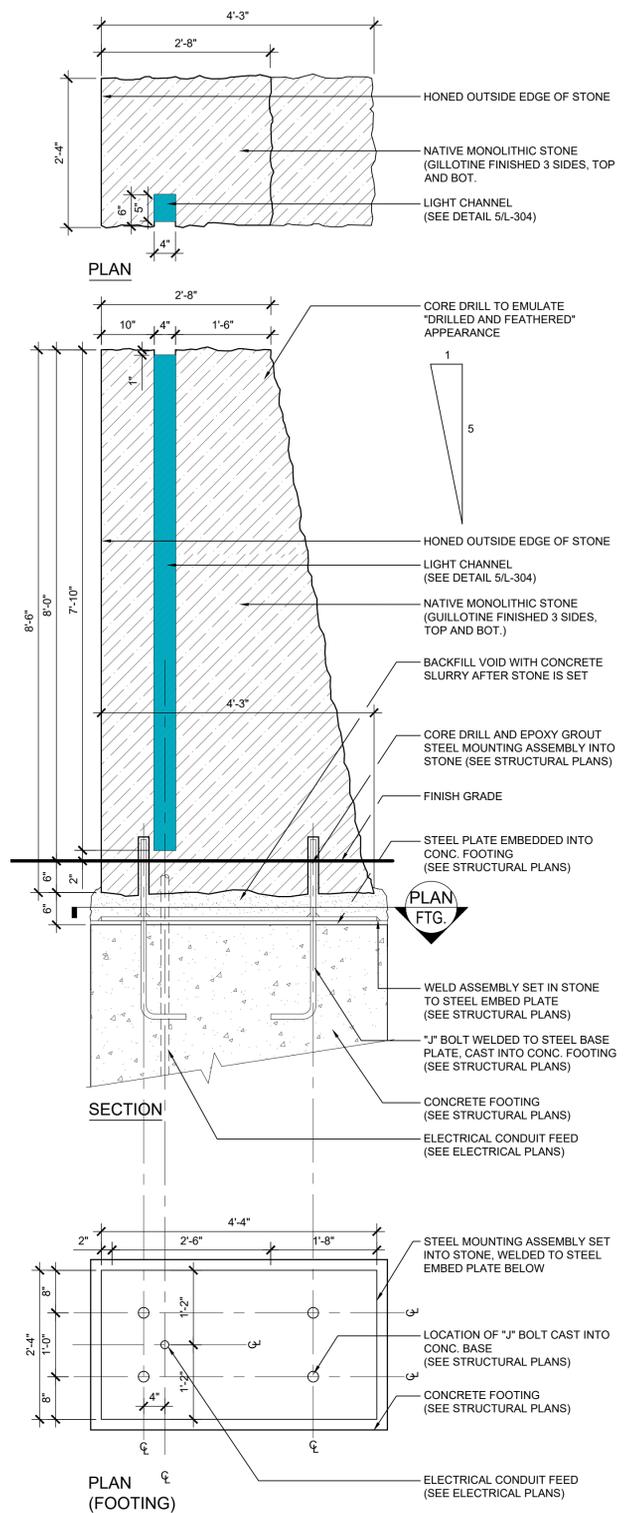


1 CONCRETE RETAINING SEAT WALL
 3/4" = 1'-0"

NOT FOR CONSTRUCTION

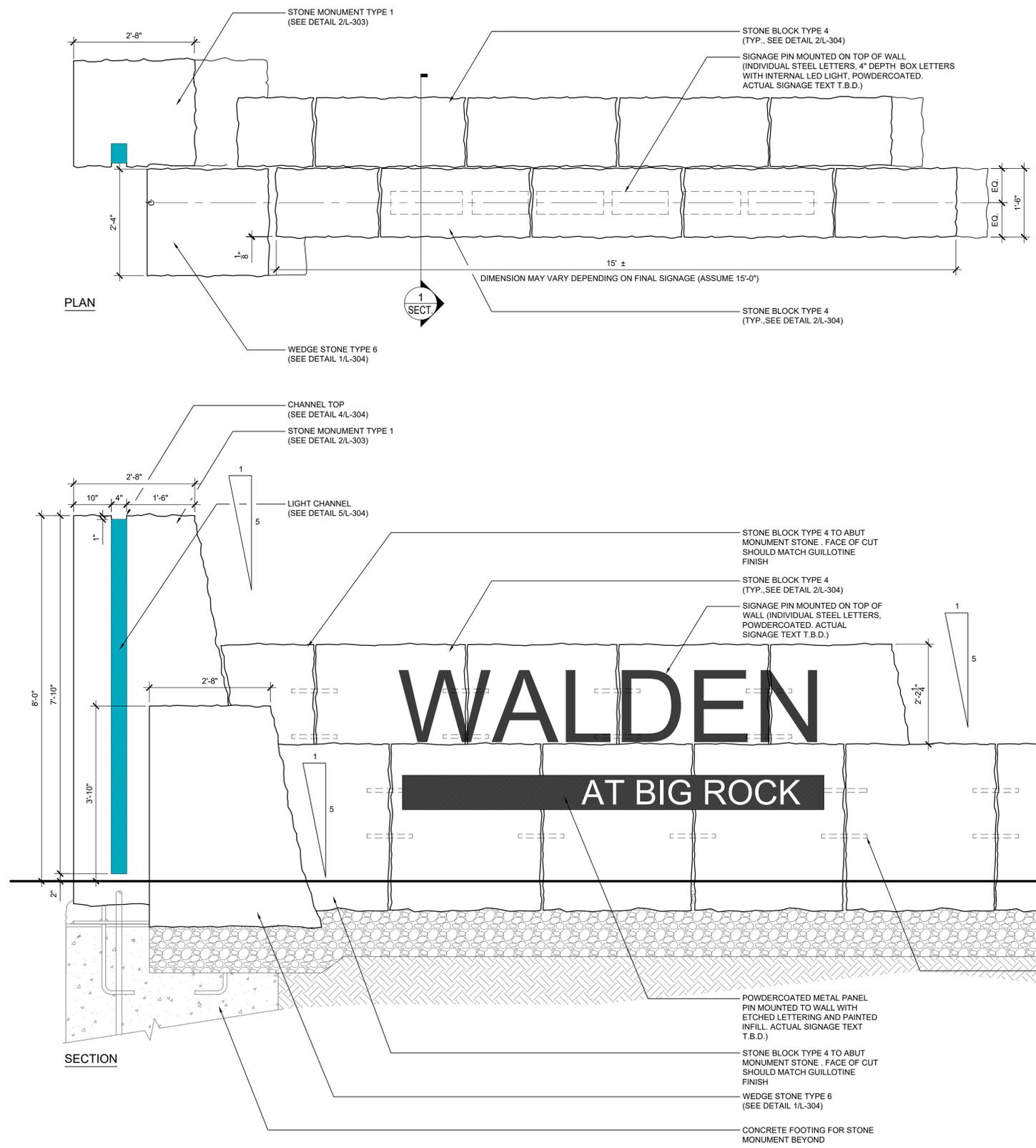
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CHECKED BY:	GBW
PROJECT NO.:	2016054.40
ISSUE DATE:	05/18/2018
REVISIONS:	
	05/18/2018
SHEET TITLE:	WALL & STAIR DETAILS
SHEET NUMBER:	L-302

Drawing: L-302 (W-1804) - 05/18/18 - Preliminary Plan - Walden at Big Rock - City of Duval, Washington
 Date Issued: May 18, 2018 10:55:59 PM by: lbrunson@dtj.com
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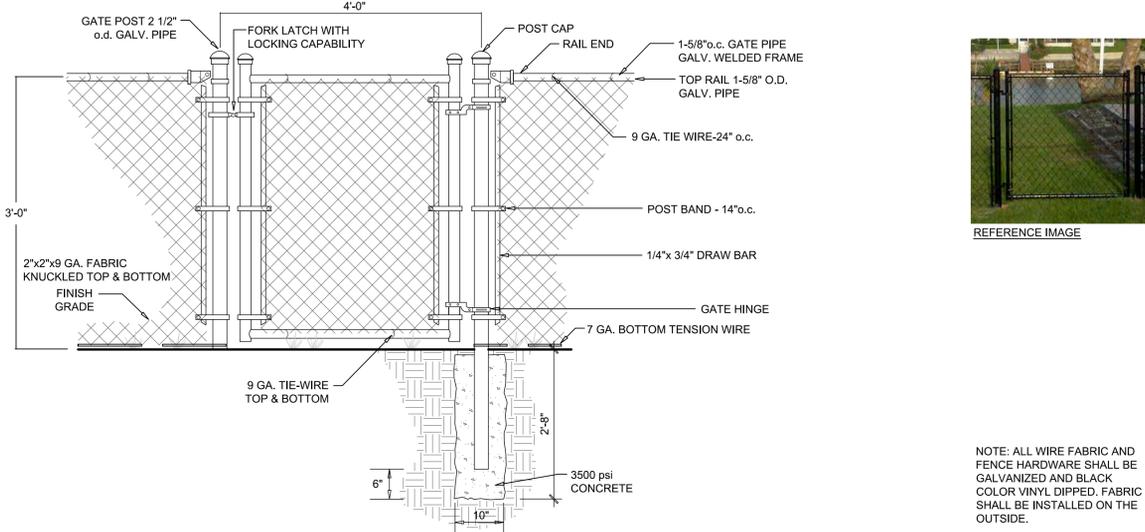


- NOTES:
- 1) CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR STEEL ASSEMBLY TO OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO FABRICATION.
 - 2) SET HONED EDGE OF STONE PLUMB
 - 3) COORDINATE LOCATION OF ELECTRICAL CONDUIT FEED THROUGH FOOTING WITH STONE CRAFTSMAN/FABRICATOR AND STRUCTURAL ENGINEER

2 L-303 3/4" = 1'0" **STONE MONUMENT - TYPE 1**
PLAN, ELEVATION & SECTION



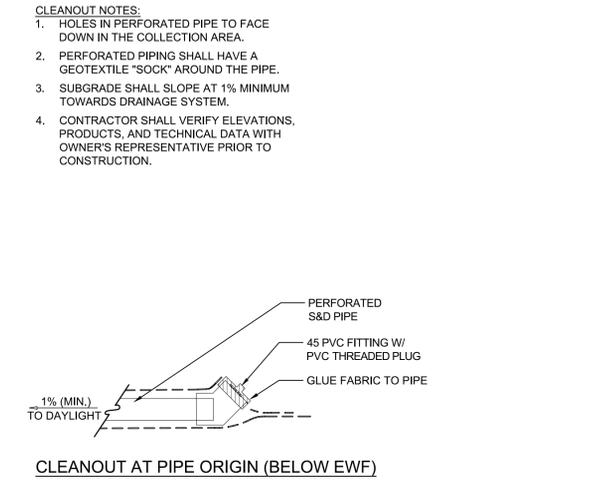
1 L-303 3/4" = 1'0" **STONE SIGN WALL - TYPE 1**
PLAN & ELEVATION



NOTE: ALL WIRE FABRIC AND FENCE HARDWARE SHALL BE GALVANIZED AND BLACK COLOR VINYL DIPPED. FABRIC SHALL BE INSTALLED ON THE OUTSIDE.

8 36" VINYL CHAINLINK GATE
 3/4" = 1'-0"

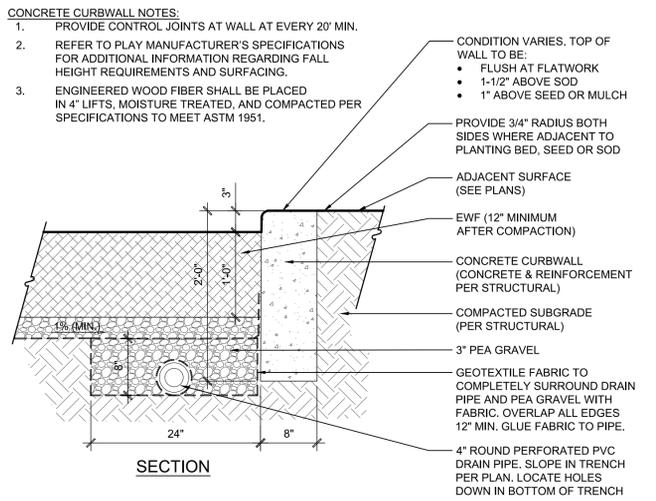
ELEVATION



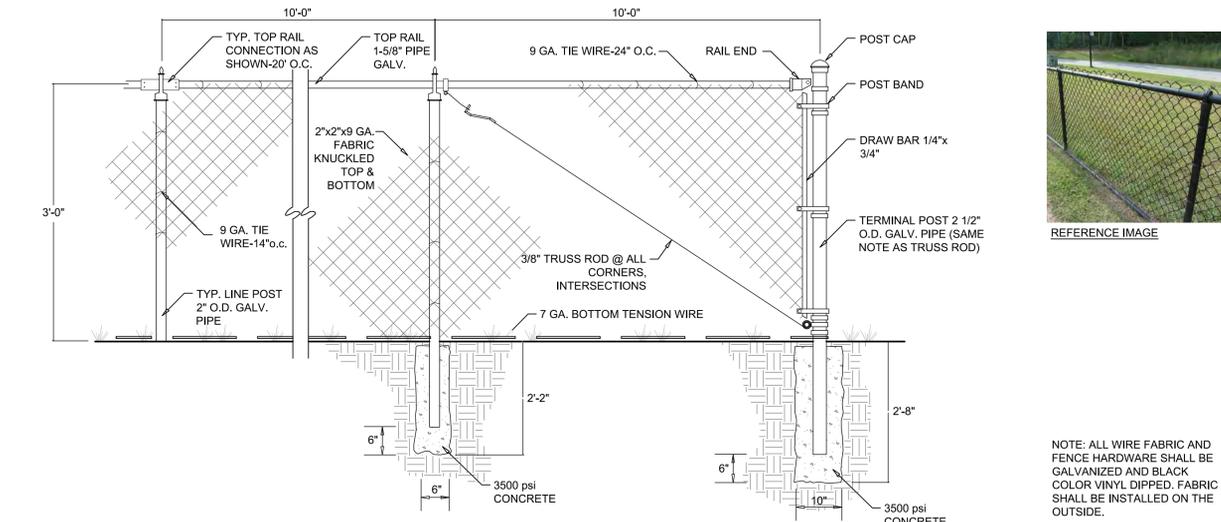
CLEANOUT AT PIPE ORIGIN (BELOW EWF)

3 CONCRETE CURBWall AT E.W.F.
 1" = 1'-0"

SECTION



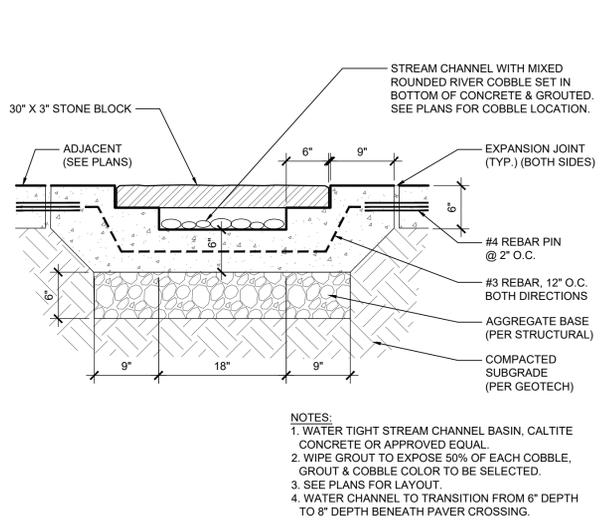
SECTION



NOTE: ALL WIRE FABRIC AND FENCE HARDWARE SHALL BE GALVANIZED AND BLACK COLOR VINYL DIPPED. FABRIC SHALL BE INSTALLED ON THE OUTSIDE.

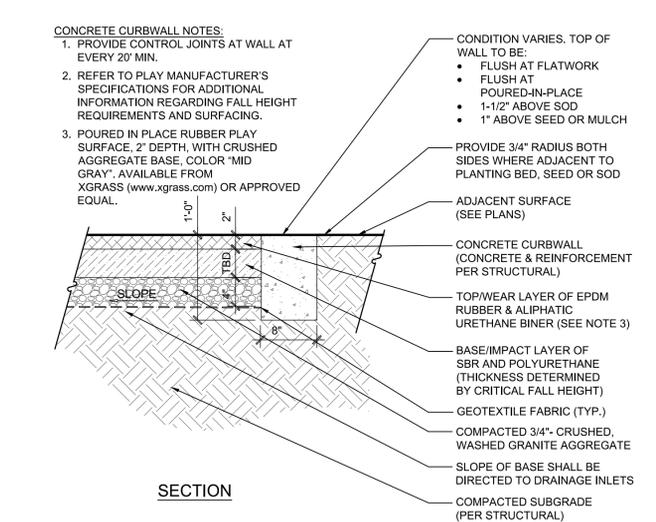
7 36" VINYL CHAINLINK FENCE
 3/4" = 1'-0"

ELEVATION



5 CONCRETE WATER CROSSING
 1" = 1'-0"

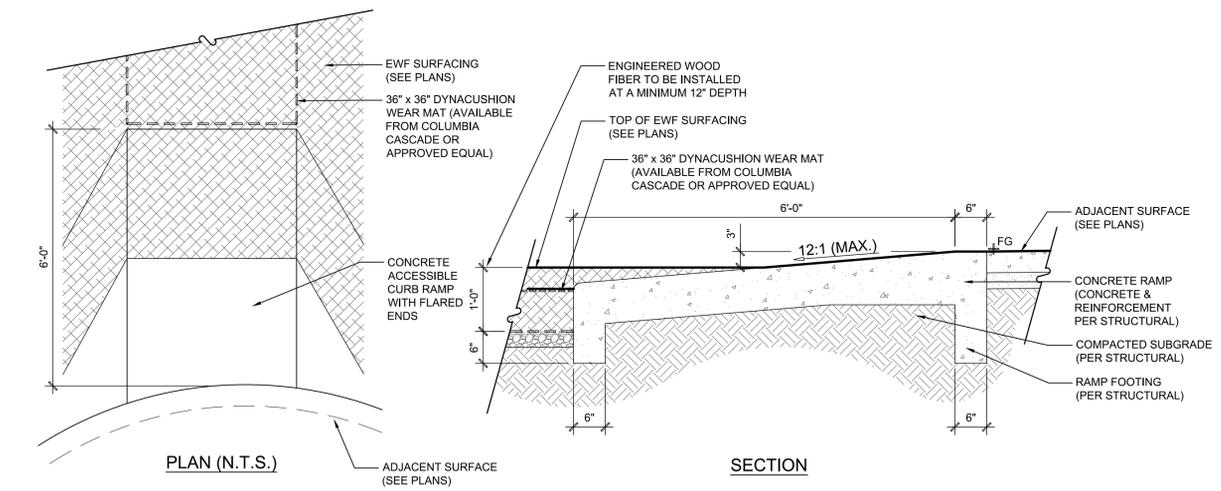
SECTION



SECTION

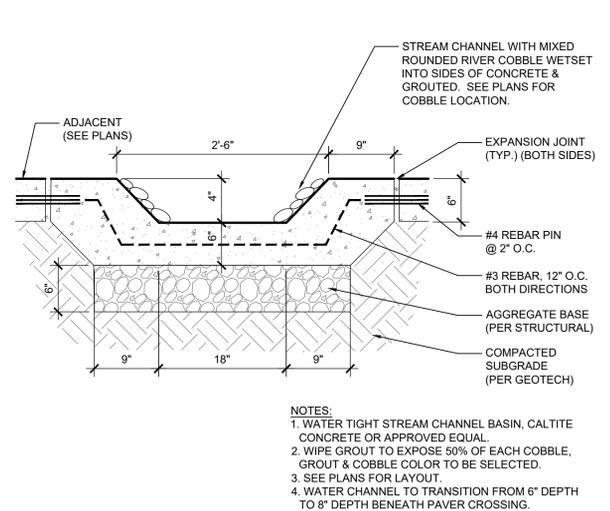
2 CONCRETE CURBWall AT P.I.P.
 1" = 1'-0"

SECTION



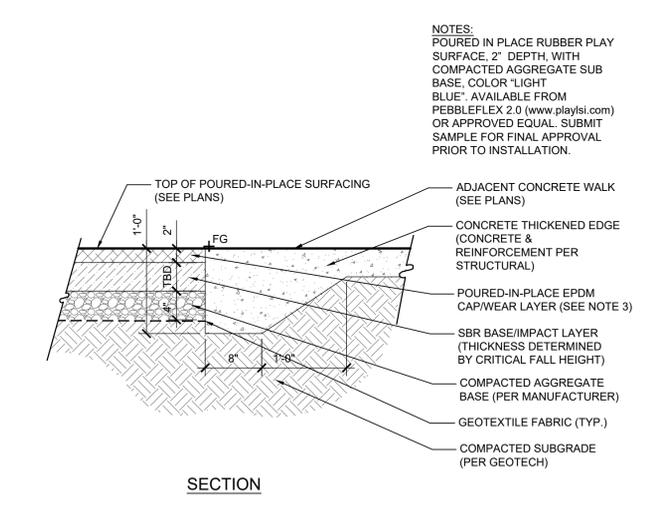
6 CONCRETE ACCESSIBLE CURB RAMP AT E.W.F.
 1" = 1'-0"

PLAN & SECTION



4 CONCRETE WATER RUNNEL
 1" = 1'-0"

SECTION



SECTION

1 THICKENED EDGE AT P.I.P.
 1" = 1'-0"

SECTION

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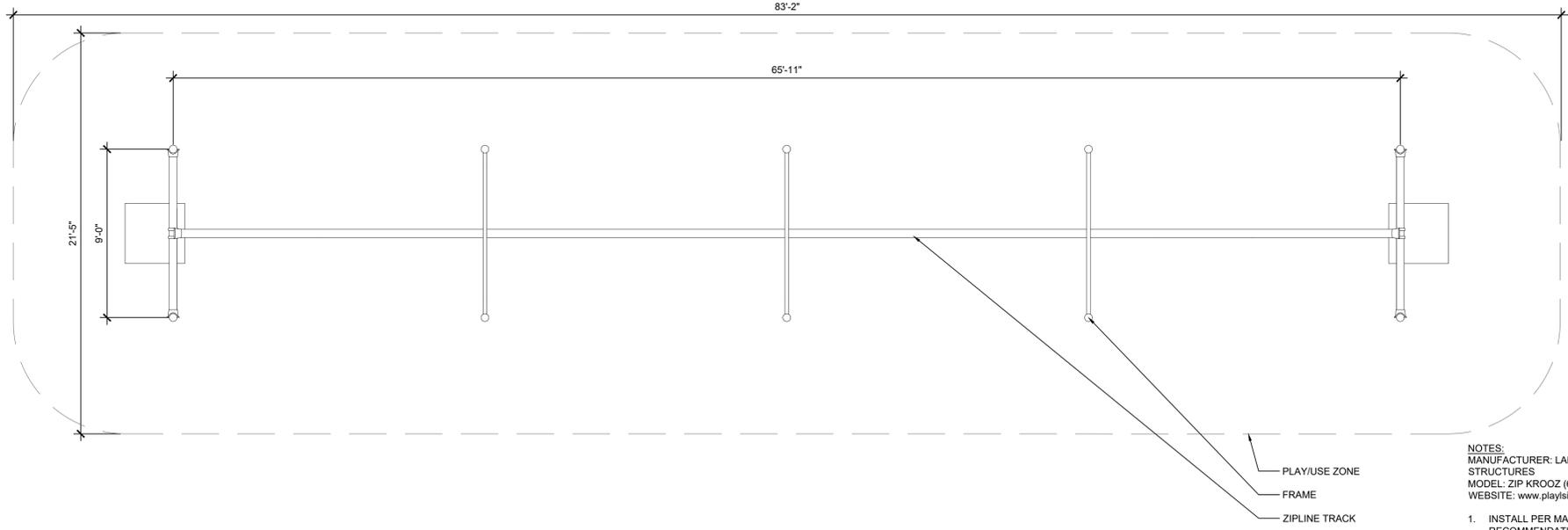
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	05/18/2018
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PLAY & STRUCTURE DETAILS

SHEET NUMBER:



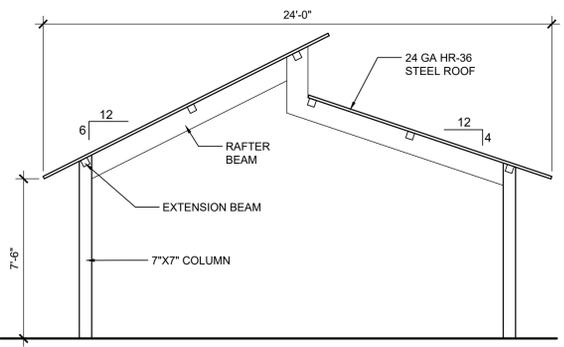
CHARACTER IMAGE



NOTES:
 MANUFACTURER: LANDSCAPE STRUCTURES
 MODEL: ZIP KROOZ (66')
 WEBSITE: www.playisi.com
 1. INSTALL PER MANUFACTURER RECOMMENDATIONS.
 2. FINAL COLOR T.B.D.

3 ZIPLINE
 L-310 1/4" = 1'-0"

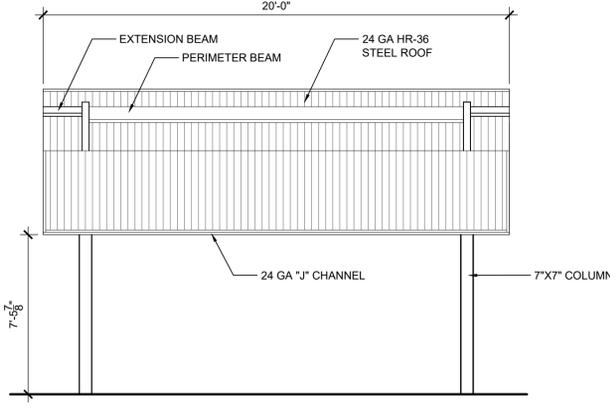
PLAN



END ELEVATION 24'X40' NORTHWEST MODEL



REFERENCE IMAGE



ELEVATION 24'X40' NORTHWEST MODEL

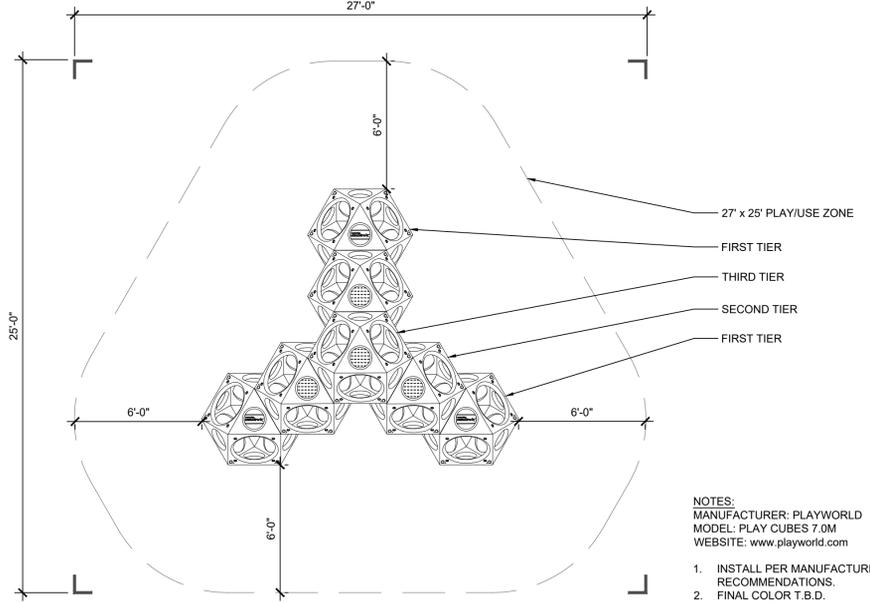
NOTES:
 MANUFACTURER: CLASSIC RECREATION SYSTEMS, INC.
 MODEL: NORTHWEST (20' X 24')
 WEBSITE: www.classicrecreation.com
 1. INSTALL PER MANUFACTURER RECOMMENDATIONS.

2 SHADE STRUCTURE
 L-310 1/4" = 1'-0"

PLAN



CHARACTER IMAGERY



NOTES:
 MANUFACTURER: PLAYWORLD
 MODEL: PLAY CUBES 7.0M
 WEBSITE: www.playworld.com
 1. INSTALL PER MANUFACTURER RECOMMENDATIONS.
 2. FINAL COLOR T.B.D.

1 PLAY CUBES 7.0
 L-310 1/4" = 1'-0"

PLAN

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CHECKED BY:	GBW
PROJECT NO.:	2016054.40
ISSUE DATE:	05/11/2018
REVISIONS:	
	05/18/2018
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SHEET TITLE:
PLAY & STRUCTURE DETAILS

SHEET NUMBER:

Drawing: U:\2018\2018_05_11_18\2018_05_11_18\Walden-FPK-L-310_The Area Play Details.dwg
 User: gbw Date: May 16, 2018 1:57:38 PM by gbw
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	DECIDUOUS SHADE TREE
	SMALL DECIDUOUS TREE
	ORNAMENTAL TREE
	EVERGREEN TREE
	LANDSCAPE PER DUV AT BIG ROCK PLANS
	EXISTING TREES TO BE PRESERVED IN PLACE
	R.O.W. LINE
	LOT LINE
	PLANTING EDGER
	MANICURED TURF

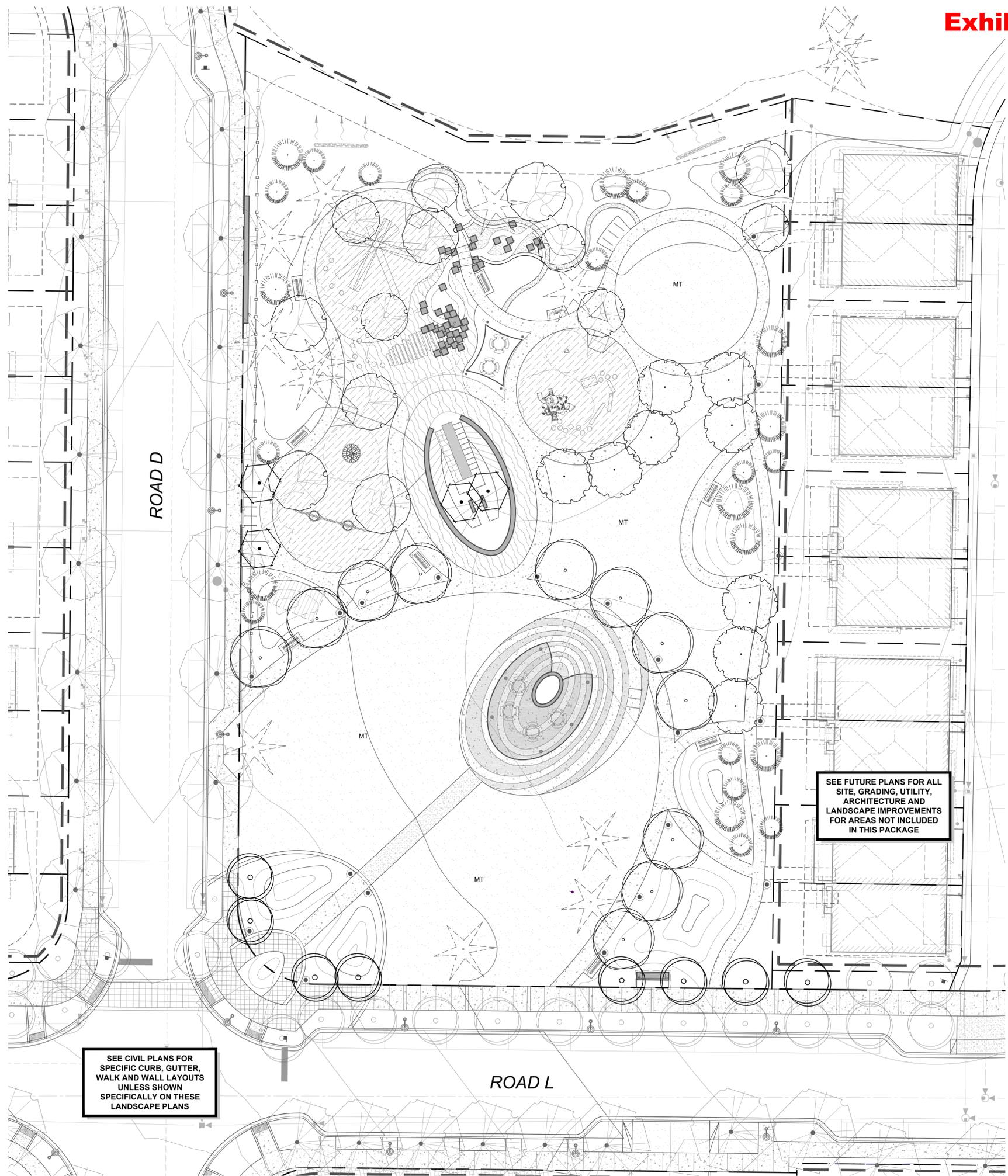
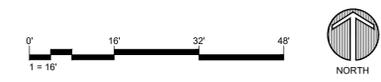
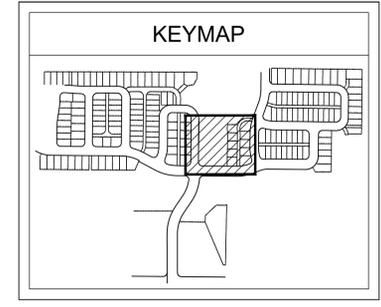
NOTE: SEE PLANT LIST FOR QUANTITIES AND ADDITIONAL PLANT INFORMATION.

LANDSCAPE NOTES

- FOR ALL AREAS NOT SHOWN ON ENLARGEMENT PLANS REFER TO OVERALL PLAN SHEETS AND CIVIL PLANS
- SURVEY BASE INFORMATION AND SURVEY INFORMATION PROVIDED BY MEAD GILMAN & ASSOCIATES
- GRADING TO BE APPROVED PRIOR TO PLANTING. ALL TREES TO BE STAKED WITH WIDTH AND SIZE AND SPECIES NOTED FOR FINAL FIELD ADJUSTMENT.
- ALL STEEL EDGER TO BE STAKED/PAINTED IN THE FIELD FOR APPROVAL PRIOR TO INSTALLATION.
- FINAL PLANT MATERIAL WILL BE DETERMINED AT THE TIME OF CONSTRUCTION BASED ON INDUSTRY AVAILABLE PLANT MATERIAL.
- CONTRACTOR TO INSPECT SITE SOIL CONDITIONS. PROVIDE AMENDMENT OF 4.5 CY/1000 SF OF COMPOST FOR ALL PLANTING AREAS AND INCORPORATE TO A DEPTH OF 6". COMPOST TO BE "PLANTERS MIX COMPOST" AVAILABLE FROM CEDAR GROVE. CONTRACTOR IS RESPONSIBLE FOR SOIL BLENDING WITH COMPOST TO CREATE AN IMPROVED PLANTING MIX.
- ALL MANICURED TURF AREAS ARE TO BE SOD. (COUNTRY GREEN TURF FARMS, "GREEN SPORT"). INCORPORATE 4" OF TOPSOIL WITH 2" OR "PLANTERS MIX COMPOST" FROM CEDAR GROVE OR INCORPORATE 3" "PLANTERS MIX COMPOST" TO NATIVE SOILS. INCORPORATE TOPSOIL/COMPOST TO A DEPTH OF 6". APPLY 50 LBS LIME PER 1000SF BASED ON PH TESTING.
- THE HORIZONTAL DISTANCE BETWEEN TREES AND ANY SITE UTILITIES OR INFRASTRUCTURE SHALL BE IN COMPLIANCE WITH CODES OF THE LOCAL GOVERNING AUTHORITY.
- FIELD PLACE STAKES WITH SPECIES AND SIZE LABELS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL TREES SHALL BE INSTALLED PRIOR TO SHRUB AND PERENNIAL MATERIAL.
- ALL BEDS SHALL BE MULCHED IMMEDIATELY AFTER PLANT INSTALLATION. ALL MULCH TO BE "LANDSCAPE MULCH" AVAILABLE FROM CEDAR GROVE (PROVIDE SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE).
- STOCK TOPSOIL PER CIVIL PLANS.

SEE FUTURE PLANS FOR ALL SITE, GRADING, UTILITY, ARCHITECTURE AND LANDSCAPE IMPROVEMENTS FOR AREAS NOT INCLUDED IN THIS PACKAGE

SEE CIVIL PLANS FOR SPECIFIC CURB, GUTTER, WALK AND WALL LAYOUTS UNLESS SHOWN SPECIFICALLY ON THESE LANDSCAPE PLANS



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PROJECT NO.:	2016054.40
ISSUE DATE:	05/18/2018
REVISIONS:	
	05/18/2018

SHEET TITLE:
ONE ACRE PARK LANDSCAPE PLAN
 SHEET NUMBER:

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 User: jgibson, Date: 05/18/2018 10:55:11 AM, Plot by: jgibson
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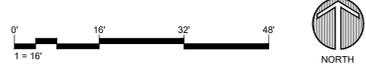
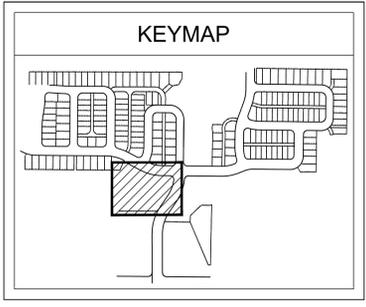
LANDSCAPE LEGEND

Exhibit 15

-  DECIDUOUS SHADE TREE
-  SMALL DECIDUOUS TREE
-  ORNAMENTAL TREE
-  EVERGREEN TREE
-  LANDSCAPE PER DUV AT BIG ROCK PLANS
-  EXISTING TREES TO BE PRESERVED IN PLACE
-  R.O.W. LINE
-  LOT LINE
-  PLANTING EDGER
-  MANICURED TURF

NOTE: SEE PLANT LIST FOR QUANTITIES AND ADDITIONAL PLANT INFORMATION.

- ### LANDSCAPE NOTES
1. FOR ALL AREAS NOT SHOWN ON ENLARGEMENT PLANS REFER TO OVERALL PLAN SHEETS AND CIVIL PLANS
 2. SURVEY BASE INFORMATION AND SURVEY INFORMATION PROVIDED BY MEAD GILMAN & ASSOCIATES.
 3. GRADING TO BE APPROVED PRIOR TO PLANTING. ALL TREES TO BE STAKED WITH WOOD LATH AND SIZE AND SPECIES NOTED FOR FINAL FIELD ADJUSTMENT.
 4. ALL STEEL EDGER TO BE STAKED/PAINTED IN THE FIELD FOR APPROVAL PRIOR TO INSTALLATION.
 5. FINAL PLANT MATERIAL WILL BE DETERMINED AT THE TIME OF CONSTRUCTION BASED ON INDUSTRY AVAILABLE PLANT MATERIAL.
 6. CONTRACTOR TO INSPECT SITE SOIL CONDITIONS. PROVIDE AMENDMENT OF 4.5 CY/1000 SF OF COMPOST FOR ALL PLANTING AREAS AND INCORPORATE TO A DEPTH OF 6". COMPOST TO BE "PLANTERS MIX COMPOST" AVAILABLE FROM CEDAR GROVE. CONTRACTOR IS RESPONSIBLE FOR SOIL BLENDING WITH COMPOST TO CREATE AN IMPROVED PLANTING MIX.
 7. ALL MANICURED TURF AREAS ARE TO BE SOD. (COUNTRY GREEN TURF FARMS, "GREEN SPORT"). INCORPORATE 4" OF TOPSOIL WITH 2" OR "PLANTERS MIX COMPOST" FROM CEDAR GROVE OR INCORPORATE 3" "PLANTERS MIX COMPOST" TO NATIVE SOILS. INCORPORATE TOPSOIL/COMPOST TO A DEPTH OF 6". APPLY 50 LBS LIME PER 1000SF BASED ON PH TESTING.
 8. THE HORIZONTAL DISTANCE BETWEEN TREES AND ANY SITE UTILITIES OR INFRASTRUCTURE SHALL BE IN COMPLIANCE WITH CODES OF THE LOCAL GOVERNING AUTHORITY.
 9. FIELD PLACE STAKES WITH SPECIES AND SIZE LABELS FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 10. ALL TREES SHALL BE INSTALLED PRIOR TO SHRUB AND PERENNIAL MATERIAL.
 11. ALL BEDS SHALL BE MULCHED IMMEDIATELY AFTER PLANT INSTALLATION. ALL MULCH TO BE "LANDSCAPE MULCH" AVAILABLE FROM CEDAR GROVE (PROVIDE SAMPLE FOR APPROVAL BY OWNER'S REPRESENTATIVE).
 12. STOCK TOPSOIL PER CIVIL PLANS.



WALDEN AT BIG ROCK
 PRELIMINARY PLAN
 TOLL BROTHERS
 CITY OF DUVAL, WASHINGTON

NOT FOR CONSTRUCTION

DRAWN BY: GGV/LB
 CHECKED BY: GBW
 PROJECT NO.: 2016054.40
 ISSUE DATE: 05/18/2018
 REVISIONS:
 05/18/2018
 SHEET TITLE:
TWO ACRE PARK LANDSCAPE PLAN
 SHEET NUMBER:

L-416

Drawing: 1/15/2018, 10:51:11 AM, C:\Users\jgibson\OneDrive\Documents\Walden\PPK\15, Two Acre Park Planning.dwg
 User: jgibson, Date: 05/18/2018 2:48:12 PM by jgibson
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SEE FUTURE PLANS FOR ALL SITE, GRADING, UTILITY, ARCHITECTURE AND LANDSCAPE IMPROVEMENTS FOR AREAS NOT INCLUDED IN THIS PACKAGE

SEE CIVIL PLANS FOR SPECIFIC CURB, GUTTER, WALK AND WALL LAYOUTS UNLESS SHOWN SPECIFICALLY ON THESE LANDSCAPE PLANS



Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

at

Big Rock



WALDEN at BIG ROCK CITY PARKS



WALDEN CITY PARKS

REVIEW PROCESS

- 2008 Walden Development Agreement between City and Toll Brothers
 - Requires three (3) Acres of Parks Constructed and Dedicated
- City Council–Planning Commission Combined Workshop
- Community Input Design Process – Three Public Meetings
- City Staff (DRC) Review and Report to Council
- Council Approved Design
- Included in Walden Preliminary Plat Application
- Next Step: Hearing Examiner

NORTH PARK

One Acre

- Younger ages experiential play
- Multiple areas for toddlers, kids & parents
- Interactive with natural area buffer
- Shade structure, Climbing wall, Log scramble
- Safety fence along street





NORTH PARK FEATURES



SOUTH PARK

Two Acres

- Older kids & Adults
- Field Play
- Shade Pavillion
- Sport Court
- Zip Line
- Big kids climbing structure
- Perimeter Trail - Can be connected to future school



SOUTH PARK FEATURES

An aerial architectural rendering of a large residential development. The layout features multiple clusters of houses with brown roofs, interspersed with green lawns, trees, and winding roads. A central area includes a circular driveway and a small park-like space. The development is surrounded by a mix of green fields and existing residential areas. The overall aesthetic is clean and modern, typical of a luxury home builder's presentation.

Toll Brothers

AMERICA'S LUXURY HOME BUILDER®

at

Big Rock

**CITY OF DUVALL
CITY COUNCIL
COMMITTEE OF THE WHOLE MINUTES
August 15, 2017 – 5:30 p.m.
Riverview Educational Service Center – 15510 – 1st Ave NE**

Mayor Pro Tem Ockerlander called the meeting to order at 5:32 p.m.

Council present: Jason Walker, Matthew Eyer, Becky Nixon, Michelle Hogg, Amy Ockerlander, Dianne Brudnicki (absent: Scott Thomas)

Staff present: Matthew Morton, Lara Thomas, Lindsey Vaughn, Boyd Benson, Jodi Wycoff

a. Good of the Order

Mayor Pro Tem requested that the Toll Brothers discussion be moved to the beginning of the meeting. Council agreed.

b. Toll Brothers Community Parks Discussion

Lara Thomas, Planning Director, introduced Charles Hare and Paul Ollestad, Toll Brothers, and Greg White, Landscape Architect with DTJ Design. Mr. Hare and Mr. White gave a presentation showing the master plan for the proposed community parks that will be in the Walden development. Mr. White reviewed the history of the process that they have gone through so far with developing the park concepts and the elements in the parks based on input from the City and community. Mr. White reviewed the design goals which include safety, longevity and quality of materials. Mr. White then showed details of the proposed layout for the two community parks which consist of one one-acre park and one two-acre park. Mr. Hare and Mr. White then answered questions from Council. Lastly, Ms. Thomas reviewed the next steps in the process which include Council's direction to move the proposed plan forward to the Hearing Examiner.

c. Sensitive Area Policy Update

Lara Thomas, Planning Director, gave a presentation to go over a Development Density Calculations exercise that Staff put together to show how the proposed policy would impact development in the various watershed groups versus how the current policy affects the same areas. The exercise looked at both residential and commercial zones. Ms. Thomas also reviewed results from a survey they took at the Advisory Committee meeting last night. The survey asked the Committee members if they felt that the policy was too restrictive, not protective enough or moving in the right direction regarding two issues. Ms. Thomas then reviewed the Wetland Rating and Buffers. Ms. Thomas said she met with Department of Ecology (DOE) and they recommended that the City simplify the wetland groups by collapsing 2A and 2B into one, Group 2, and averaging the restrictions of the two groups. Lastly, Ms. Thomas reviewed the next steps in the process which include sending the third draft of the policy to DOE for their review.

d. Big Rock Ball Fields Project – pre-authorization

Matthew Morton, City Administrator, reviewed the list of change orders being requested including preparing the site for a future restroom facility. Mr. Morton reviewed the items that have been paid for from the project’s contingency fund so far and said that if there is enough contingency funds at the end of the project, Staff will request authorization to purchase a maintenance and storage shed to place on the site. Mr. Morton then answered questions from Council and said that this item is on the regular Council agenda tonight for consideration.

Adjournment

The Committee of the Whole adjourned at 6:56 p.m.

Written Reports – *The following written reports were distributed in the Committee of the Whole packet:*

- July 2017 Sales Tax Report
- Sensitive Area Advisory Committee meeting #6 update

ATTEST:

Amy Ockerlander, Mayor Pro Tem

Jodi Wycoff, City Clerk

**CITY OF DUVALL
COUNCIL MEETING
September 19, 2017
7:00 P.M. – Riverview Educational Service Center
15510 – 1st Ave NE**

Committee of the Whole: 5:30 P.M.

The City Council Meeting was called to order by Mayor Ibershof at 7:03 P.M.

Roll Call: Amy Ockerlander, Becky Nixon, Michelle Hogg, Jason Walker, Matthew Eyer, Dianne Brudnicki, Scott Thomas

Staff Present: Matthew Morton, Lara Thomas, Lindsey Vaughn, Boyd Benson, Shaun Tozer, Jodi Wycoff, City Attorney Rachel Turpin

I. Additions or Corrections to the Agenda:

Under Consent Agenda add: Payroll for 09/20/17 in the amount of \$92,742.47 and Claims in the amount of \$807,835.22; and Under Scheduled Items add: Councilmembers Hogg, Walker and Nixon.

II. Adoption of Council Agenda:

It was moved and seconded (Ockerlander-Nixon) to adopt the 09/19/17 Council Agenda. The motion carried (7 ayes).

III. Approval of Consent Agenda:

It was moved and seconded (Ockerlander-Nixon) to approve the consent agenda which included approving the City Council minutes and Committee of the Whole minutes of 09/05/17; Payroll for 09/20/17 Checks #26618-26619 in the amount of \$92,742.47 including EFTs in the amount of \$88,314.76; and Claims Checks #26620-26696 in the amount of \$807,835.22; and approval of the following business items: (AB17-67) Approve and authorize Mayor to sign Amendment to Interlocal Agreement with City of Snoqualmie for IT Services. The motion carried (7 ayes).

IV. Comments from the Audience:

Jashar Rentz, representing Duvall Chamber of Commerce, invited all of the area small businesses to the Chamber meetings. Mr. Rentz also said that the Chamber is hosting a Candidate Forum on October 5th.

Elizabeth Hill, representing Duvall Foundation of the Arts, gave an update on efforts to create a Performing Art Center using pieces of the old Thayer Barn.

Richard Boman, Duvall resident, handed out and read aloud a letter expressing his displeasure that City staff is recommending the Comprehensive Plan docket item to have the “old water tower property” rezoned Parks, Trails and Open Space be deferred until 2018.

V. Scheduled Items:

1. Mayor:

Mayor Ibershof handed out a report from the Duvall Police Department that addressed the recent complaints of speeding and stop sign violations along Stephens Street. Mayor Ibershof said that he has been working with staff on the 2018 budget. Lastly, Mayor Ibershof said that the Open House for the newly renovated Big Rock Ballfields will be on Saturday, October 28th.

2. Council:

Councilmember Hogg gave a report on the recent Sound Cities Association workshop she attended which focused on law enforcements view on heroin and opiate use.

Councilmember Walker said that the Watershed Forum tour is tomorrow; Fire District 45 is hosting a Town Hall meeting on September 26th, and the Sno Valley Community Network is hosting two workshops in the coming weeks.

Councilmember Nixon invited everyone to the Senior Center Auction at Carnation Farms. Councilmember Nixon reviewed survey results from the 2004 Visioning Survey.

3. City Administrator:

November 7, 2017 – reschedule to November 1, 2017: Matthew Morton, City Administrator said that because the November 7, 2017 Council meeting is scheduled for Election Day, staff recommends that the meeting be rescheduled for Wednesday, November 1, 2017. There was Council consensus to reschedule the meeting.

4. Earthquake Drill Update

Boyd Benson, Public Works Director, gave an update on the planning efforts thus far for the Earthquake Drill scheduled for September 30th. Fire District 45 Battallion Chief Greg Bawden and Maria Mahold, Emergency Manager, Riverview School District, gave reports about their district's respective efforts leading up to this drill and the activities they will be involved in. Shaun Tozer, Public Information Officer, reviewed the public outreach messages that will be going out before, during and after the drill.

5. Main Street Project Update

Shaun Tozer, Project Manager, gave an update on the current and upcoming work for the project including recent pavement overlay. Mr. Tozer said that they installed bases for future flashing beacons.

6. Big Rock Ball Field Project Update

Shaun Tozer, Project Manager, gave the latest update and showed recent pictures of the Big Rock Ball Field Renovation Project. Mr. Tozer said that the remaining turf materials will be delivered this week and the Grand Opening is scheduled for October 28, 2017.

7. King County Fire District #45 No report

8. Mid-Year Report on Revenues for 2017

Lindsey Vaughn, Finance Director, gave a presentation on 2017 revenues as of August 31, 2017. Ms. Vaughn reviewed each fund and said that overall most funds are over their estimated revenues to date.

9. Comprehensive Plan Amendment Update – Zoning map, rezone, Transportation Element

Troy Davis, Senior Planner, entered a letter from a citizen into the record. Mr. Davis gave a presentation to review each docket item and the recommended action for each item. Mr. Davis reviewed the next steps in the process and said that Council will be asked to take action in November. Mr. Davis and Lara Thomas, Planning Director, then answered questions from Council.

VI. Presentation: None

VII. Public Hearing: None

VIII. New Business:

1. (AB17-70) Approve Toll Brothers community parks concept and advanced mitigation credit approach. *It was moved and seconded (Nixon-Brudnicki) to Approve Toll Brothers community parks concept and advanced mitigation credit approach.*

Staff indicated that they were not looking for a decision this evening.

The motion was withdrawn.

Lara Thomas, Planning Director, reviewed the documents in the agenda packet and said that the finalized documents will be available for the next meeting when they will ask Council to take action on this item.

IX. Unfinished Business: None

X. Executive Session: None

XI. Adjournment:

It was moved and seconded (Ockerlander-Nixon) to adjourn the meeting. The meeting adjourned at 8:52 P.M.

Signed _____
Will Ibershof, Mayor

Attest _____
Jodi Wycoff, City Clerk

CITY COUNCIL COMMITTEE OF THE WHOLE: 5:30 PM

a. Good of the Order

b. Budget Review and Department Presentations

WRITTEN REPORTS:

- September 2017 Sales Tax Report
- 2018 Wholesale Water Rate Increase

**CITY OF DUVALL
COUNCIL MEETING AGENDA**

October 3, 2017

7:00 PM

Riverview Educational Service Center – 15510 – 1st Ave NE

Call to Order

Flag Salute

Roll Call

I. Additions or Corrections to the Agenda:

II. Adoption of the Council Agenda:

III. Consent Agenda:

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the regular Agenda at the request of a Councilmember.

1. Council Minutes and Committee of the Whole Minutes for September 19, 2017;
2. Minutes for September 26, 2017 Joint City Council/Planning Commission Workshop;
3. Payroll for September 16 – 30, 2017, in the amount of \$ _____
(to be provided)
4. Claims in the amount of \$ _____
(to be provided)

IV. Comments from the Audience:

V. Scheduled Items:

1. Mayor:
2. Council:
3. City Administrator
 - a) Economic Development RFP
 - b) City Stage – sponsorship RFP
 - c) Internet Franchise Group Update
 - d) City Hall Pilot Project

4. Main Street Project Update

5. Big Rock Ballfields Project Update

VI. Presentation: *None*

VII. Public Hearing: *None*

VIII. New Business:

1. (AB17-71) Confirm Mayor Ibershof's appointment of William Ojeda to the Duvall Civil Service Commission, Position #3, an unexpired vacant six-year term ending 4/01/19.

decision – W. Ibershof

2. (AB17-72) Approve and authorize the Mayor to approve contract change orders, not to exceed \$58,000, with Premier Field Development for the Big Rock Ballfields Renovation Project.

decision – B. Benson

3. (AB17-73) Riverview School District - Capital Facilities Plan

discussion – L. Thomas

4. (AB17-74) Riverview School District - School Impact Fee

discussion – L. Thomas

IX. Unfinished Business:

1. (AB17-70) Approve Toll Brothers community parks concept and advanced mitigation credit approach.

decision – L. Thomas

X. Executive Session: *None*

XI. Adjournment

**CITY OF DUVALL
CITY COUNCIL
COMMITTEE OF THE WHOLE MINUTES
September 19, 2017 – 5:30 p.m.
Big Rock Ballfields - 28430 NE Big Rock Road
Riverview Educational Service Center – 15510 – 1st Ave NE**

Council present: Jason Walker, Matthew Eyer, Becky Nixon, Michelle Hogg, Amy Ockerlander, Dianne Brudnicki, Scott Thomas

Staff present: Matthew Morton, Boyd Benson Jodi Wycoff

a. Big Rock Ballfields Project Tour – 5:30 p.m.

City Council toured the Big Rock Ballfields Renovation Project.

Mayor Pro Tem Ockerlander called the meeting to order at 6:07 p.m.

b. Good of the Order

Mayor Pro Tem Ockerlander introduced and welcomed Lisa Bowersock, new member of the Duvall Cultural Commission.

c. WAVE Broadband

WAVE Broadband representatives Rob Katz, EVP Sales & Marketing, gave a presentation regarding WAVE in Duvall. The presentation included information about the recent private ownership change, services available to residential and business customers, and the new Gigabyte service. Mr. Katz also reviewed WAVE's network and the improvements that have been completed on the system in recent months. Mr. Katz, along with Kevin Stamey, Manager of Technical Operations, and Fred Miller, Franchise & Government Relations, answered questions from Council.

Adjournment

The Committee of the Whole adjourned at 7:00 p.m.

Written Reports – *The following written reports were distributed in the Committee of the Whole packet:*

- Ordinance – Taylor Landing Aquatic Land Lease

ATTEST:

Amy Ockerlander, Mayor Pro Tem

Jodi Wycoff, City Clerk

**CITY OF DUVALL
COUNCIL MEETING
September 19, 2017
7:00 P.M. – Riverview Educational Service Center
15510 – 1st Ave NE**

Committee of the Whole: 5:30 P.M.

The City Council Meeting was called to order by Mayor Ibershof at 7:03 P.M.

Roll Call: Amy Ockerlander, Becky Nixon, Michelle Hogg, Jason Walker, Matthew Eyer, Dianne Brudnicki, Scott Thomas

Staff Present: Matthew Morton, Lara Thomas, Lindsey Vaughn, Boyd Benson, Shaun Tozer, Jodi Wycoff, City Attorney Rachel Turpin

I. Additions or Corrections to the Agenda:

Under Consent Agenda add: Payroll for 09/20/17 in the amount of \$92,742.47 and Claims in the amount of \$807,835.22; and Under Scheduled Items add: Councilmembers Hogg, Walker and Nixon.

II. Adoption of Council Agenda:

It was moved and seconded (Ockerlander-Nixon) to adopt the 09/19/17 Council Agenda. The motion carried (7 ayes).

III. Approval of Consent Agenda:

It was moved and seconded (Ockerlander-Nixon) to approve the consent agenda which included approving the City Council minutes and Committee of the Whole minutes of 09/05/17; Payroll for 09/20/17 Checks #26618-26619 in the amount of \$92,742.47 including EFTs in the amount of \$88,314.76; and Claims Checks #26620-26696 in the amount of \$807,835.22; and approval of the following business items: (AB17-67) Approve and authorize Mayor to sign Amendment to Interlocal Agreement with City of Snoqualmie for IT Services. The motion carried (7 ayes).

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V. Scheduled Items:

1. Mayor:

Mayor Ibershof handed out a report from the Duvall Police Department that addressed the recent complaints of speeding and stop sign violations along Stephens Street. Mayor Ibershof said that he has been working with staff on the 2018 budget. Lastly, Mayor Ibershof said that the Open House for the newly renovated Big Rock Ballfields will be on Saturday, October 28th.

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9. Comprehensive Plan Amendment Update – Zoning map, rezone, Transportation Element

Troy Davis, Senior Planner, entered a letter from a citizen into the record. Mr. Davis gave a presentation to review each docket item and the recommended action for each item. Mr. Davis reviewed the next steps in the process and said that Council will be asked to take action in November. Mr. Davis and Lara Thomas, Planning Director, then answered questions from Council.

VI. Presentation: None

VII. Public Hearing: None

VIII. New Business:

1. (AB17-70) Approve Toll Brothers community parks concept and advanced mitigation credit approach. *It was moved and seconded (Nixon-Brudnicki) to Approve Toll Brothers community parks concept and advanced mitigation credit approach.*

Staff indicated that they were not looking for a decision this evening.
The motion was withdrawn.

Lara Thomas, Planning Director, reviewed the documents in the agenda packet and said that the finalized documents will be available for the next meeting when they will ask Council to take action on this item.

IX. Unfinished Business: None

X. Executive Session: None

XI. Adjournment:
It was moved and seconded (Ockerlander-Nixon) to adjourn the meeting. The meeting adjourned at 8:52 P.M.

Signed _____
Will Ibershof, Mayor

Attest _____
Jodi Wycoff, City Clerk

**CITY OF DUVALL
JOINT CITY COUNCIL / PLANNING COMMISSION
WORKSHOP MINUTES
September 26, 2017 – 5:30 p.m.
Duvall Visitor Center – 15619 Main Street NE**

Mayor Ibershof called the meeting to order at 5:34 p.m.

Council present: Jason Walker, Matthew Eyer, Becky Nixon, Michelle Hogg, Amy Ockerlander, Dianne Brudnicki, Scott Thomas

Planning Commission present: Jason Brown, Robert Walker, Richard Winn

Staff present: Lara Thomas, Boyd Benson, Larissa Grundell, Jodi Wycoff

a. Stormwater Plan Update

Boyd Benson, Public Works Director, and Larissa Grundell, Assistant City Engineer/Utility Inspector, gave a presentation reviewing the status of the Stormwater Plan Update. The presentation included information about the City's stormwater infrastructure and the mapping that the City has done of the system. Mr. Benson and Ms. Grundell reviewed the analysis and prioritization process they are going through to prioritize improvement needs within the stormwater system. Ms. Grundell explained the next steps in the process and said that they are anticipating plan adoption by the end of the first quarter in 2018. Mr. Benson and Ms. Grundell then answered questions from Council and Planning Commission.

b. Sensitive Area Ordinance Update

Lara Thomas, Planning Director, introduced Aaron Booy, Project Manager, ESA, and members of the Advisory Committee. Mr. Booy gave a presentation reviewing the updates to the Sensitive Area Ordinance. Mr. Booy explained that the third draft of the ordinance has been distributed and reviewed the key updates to this draft. Mr. Booy presented an exercise to show how the proposed policy would impact development along the Main Street corridor versus how the current policy affects the same areas. The exercise looked at both residential and commercial zones. Ms. Thomas reviewed the next steps in the update process and said that they are expecting adoption by the end of 2017. Mr. Booy and Ms. Thomas then answered questions from Planning Commission and Council.

c. Comments from the Audience

There were no comments from the audience.

Adjournment

The Joint Workshop adjourned at 7:55 p.m.

ATTEST:

Will Ibershof, Mayor

Jodi Wycoff, City Clerk

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 10/03/17

AB #17-71

Item Type: Introduction: X Discussion/Staff Direction: X Action Item: X

Attorney Review: N/A

Subject: Confirm Mayor's appointment of William Ojeda to the Duvall Civil Service Commission Position #3.

Budget Impact and Source of Funds: N/A

Contact Person/Department: Carey Hert, Police Chief / Will Ibershof, Mayor

EXECUTIVE SUMMARY:

An advertisement was posted for the open position #3 August - September 12, 2017 with one application received by William Ojeda. Mr. Ojeda has previously assisted the Civil Service Commission with several Oral Boards interviews at the Police Department. The Civil Service Commissioners, along with Chief Hert, recommend that Mayor Ibershof appoint, and City Council confirm, William Ojeda to Civil Service Commission position #3.

COUNCIL PROCESS: Boards & Commissions

- Council Discussion under **New Business**
- Council Decision under **New Business**

HISTORY:

- In August, former Civil Service Commissioner, David Burke, submitted his resignation of position #3 effective September 6, 2017

RECOMMENDED ACTION:

Confirm Mayor Ibershof's appointment of William Ojeda to the Duvall Civil Service Commission, Position #3, an unexpired vacant six-year term ending 4/01/19.

ATTACHMENTS:

- None

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 10/03/2017

AB #17-72

Item Type: Introduction: X Discussion/Staff Direction: X Action Item: X

Attorney Review: N/A

Subject: **Change Orders - Big Rock Ballfields Renovation Project Contract #2017-13**

Budget Impact and Source of Funds: NTE \$58,000 - 308.15.594.76.63.06 (Park Impact Fee)

Contact Person/Department: Boyd E. Benson, Public Works

EXECUTIVE SUMMARY:

Premier Field Development, Inc. was awarded the lump sum contract for the Big Rock Ballfields Renovation Project in the amount of \$2,264,737.88 (incl. tax). Change Order #1, in the amount of \$65,000, was approved by City Council during the August 15, 2017 City Council meeting. Change Order #1 included construction contract items (230 feet of sewer installation, concrete plaza and utilities to support future restroom installation, fencing, drainage) and also identified costs for other non-construction items (maintenance tractor, Storage Shed Purchase, PSE connection charge, signage, other). All of the items approved during the August 15, 2017 meeting were allocated to utilize the 5% construction contingency cost approved by City Council as part of total project budget.

Staff and the Contractor have identified additional work that could be completed at relatively low cost prior to Premier Field Development demobilization in October. The work includes installation of an additional 120 feet of sewer line, drainage for the proposed restroom, drainage for plaza area, and preparation/installation of the storage shed.

Item	CO #2
Relocate picnic shelter.	\$ 3,027.00
Maintenance building concrete slab 30 x 40. waiting on specification.	\$ 8,054.00
Restroom crushed surface pad and drain.	\$ 4,906.00
Sewer installation to ROW.	\$ 10,000.00
Maintenance shed installation.	\$ 15,000.00
Conduit installation for future communication.	\$ 7,500.00
French drain at plaza and play area.	\$ 4,500.00
20-foot long, 36" diameter buried "Pipe" slide from hill to playground	\$ 2,500.00
Subtotal	\$ 52,987.00
Tax 8.6%	\$ 4,556.88
TOTAL	\$ 57,543.88

Possible construction of two batting cages (each measuring 80 feet long and 20 feet wide) was recommended for consideration by the contractor and consultant to promote field use and generate revenue. Batting cage work is not proposed at this time but, if supported by City Council, could be completed at a future date.

Item	Not Requested
Batting cage base (two @ 20' x 80' Each)	\$ 12,800.00
Batting Cage Fencing/Netting.	\$ 13,500.00
Batting Cage Field turf.	\$ 15,000.00
Concrete surface.	\$ 4,500.00
Relocate picnic shelter.	\$ 3,027.00
Subtotal	\$ 48,827.00
Tax 8.6%	\$ 4,199.12
TOTAL	\$ 53,026.12

The proposed Change Order #2 work is Levey/Park Impact Fee eligible and the source of funds for the change orders would be Park Impact Fee Ending Fund Balance. To eliminate delays to construction and cost overruns, staff is requesting City Council approval and authorization for the Mayor to approve total change order expenditures not to exceed \$58,000.

COUNCIL PROCESS: Contracts/Agreements

- Council Discussion under **New Business**
- Council Decision under **New Business**

HISTORY:

- Discussion regarding pre-authorization at previous Council meeting's project's updates.
- August 15, 2017 Change Order No 1 Approval

RECOMMENDED ACTION:

Approve and authorize the Mayor to approve contract change orders, not to exceed \$58,000, with Premier Field Development for the Big Rock Ballfields Renovation Project.

ATTACHMENTS:

- Change Order Cost Summary

Big Rock Ballfields Renovation					
Premier Field Development					
Summary of Modifications					
8/8/2017		CO #1 \$65,000.00		Approved and sent to Premier	CO #2
1	Delete asphalt paving at driveway entrance. Construct new concrete surround for future play area improvements.	\$ (5,344.00)	Cost #14	x	
2	Modify catch basin #1 and #2 locations.	\$ -	No Cost	x	
3	Install new lateral piping between field and slope to intercept subsurface and surface drainage south side of soccer.	\$ 2,383.00	COP #20		
4	Relocate picnic shelter.	\$ -	#18	hold	\$ 3,027.00
5	Irrigation plan revisions with relocation of DCVA.	\$ 2,579.00	Cost #12	x	
6	Modify export of grubbing material to dispose on site.			no credit	
7	Modify electrical power.	\$ 2,966.00	Cost #2	x	
8	Modify surface grade, remove and replacement of concrete plaza surrounding backstop/dugouts.	\$ 17,718.00	Cost #3	x	
9	Fence modifications. 2", 6 Ga.	\$ -	No Cost		
10	Import aggregates to replace native backfill.	\$ 8,076.00	Cost #13	x	
11	Sanitary sewer trench excavation and backfill.	\$ 5,862.00	Cost #15	x	
12	Pathway south end of soccer for maintenance access.	\$ 2,226.00	Cost #9	x	
13	Fencing revisions at dugouts and backstops.	\$ 21,250.00	Cost #4	x	email 8-31-17
	Additional netting at backstop.	\$ 3,846.00	Cost #17		
	Additional backstop rails and fittings. BB	\$ 3,028.00	Cost		email 9-14-17
14	Maintenance building concrete slab 30 x 40. waiting on specification.		Cost #8	x hold	\$ 8,054.00
15	Restroom crushed surface pad and drain.		COP #11	hold	\$ 4,906.00
16	Boulder removal.	\$ 852.00	Cost #6	x	
17	Soccer goal storage concrete slab 15 x 30.	\$ 2,389.00	Cost #7	x	
18	Concrete replacement - electrical 5 x 10 pad for hand hole.	\$ 928.00	Cost #10	x	
19	Miscellaneous modifications and utility locates.	\$ 829.00	Cost #5	x	
20	Jute mesh netting.	\$ 609.00	Cost #16	x	
21	Reduce fence in maintenance yard.			no credit	
22	Landscape maintenance reduction 11 months.	(\$10,345.00)	Cost #19		
23	Irrigation box credit.				
24	Sewer installation to ROW.				\$ 10,000.00
25	Maintenance shed installation.				\$ 15,000.00
26	Conduit installation for future communication.				\$ 7,500.00
27	French drain at plaza and play area.				\$ 4,500.00
		\$ 59,852.00			\$ 52,987.00
	Tax 8.6%	\$ 5,147.27			\$ 4,556.88
		\$ 64,999.27			\$ 57,543.88

Two batting cages (20' x 80' each) plus 20' finish surface.

Batting cage base.				\$ 12,800.00
Fencing/Netting.				\$ 13,500.00
Field turf.				\$ 15,000.00
Concrete surface.				\$ 4,500.00
			Sub total	\$ 45,800.00
			Tax	\$ 3,938.80
*Revenue source			Total	\$ 49,738.80

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 10/03/2017

AB #17-73

Item Type: Introduction: X Discussion/Staff Direction: Action Item:

Attorney Review:

Subject: Riverview School District Capital Facilities Plan

Budget Impact and Source of Funds: NA

Contact Person/Department: Lara Thomas, Planning Director

EXECUTIVE SUMMARY:

The Riverview School District Board of Supervisors adopts a capital facilities plan (CFP) annually (adopted by reference into our Comprehensive Plan). The Plan is intended to provide the City of Duvall a description of facilities needed to accommodate projected student enrollment at acceptable level of services (2017-2023). The Plan also provides Duvall and the District with information on the school district's ability to accommodate projected population and enrollment demands anticipated through implementation of the Duvall Comprehensive Plan. The plan provides data and analysis on several key factors including student enrollment trends and projections, standard of service, capital facilities inventory, projected facility needs, capital facilities plan with growth related projects identified, capital facilities financing plan, and impact fees.

COUNCIL PROCESS: Ordinances/Resolutions

- Council discussion under **New Business**

HISTORY:

- Planning Commission review September 27, 2017

RECOMMENDED ACTION:

No action is being requested at this time; however, at a future meeting, Council will be asked to:

Approve Resolution Adopting 2017 School Riverview School District Capital Facilities Plan.

ATTACHMENTS:

- Staff Memo
- 2017 Riverview School District Capital Facilities Plan



Small Town. Real Life.

To: City Council

From: Troy Davis, Planning Department

Date: October 3, 2017

Re: Riverview School District 2017 Capital Facilities Plan and School Impact Fee

CC: 2017 Comprehensive Plan Amendment File

Background

The Riverview School District Board of Supervisors adopted the 2017 Capital Facilities Plan (CFP) on June 13, 2017. The City has an inter-local agreement to adopt the Riverview School District Capital Facilities Plan, approve the school impact fee, and collect and distribute the impact fee to the District. The City of Duvall adopts by reference the Riverview School District Capital Plan into its Comprehensive Plan. The City of Duvall adopted its 2015 Comprehensive Plan on June 7, 2016 (Resolution 16-09). The Planning Commission and City Council will hold public hearings on this item at future meetings.

Section 1 Introduction

- In 2013, the District served 3,233 students.
- In 2014, the District served 3,224 students.
- In 2015, the District served 3,011 students.
- In 2016, the District served 3,158 students.
- In 2017, the District served 3,268 students.

Section 2 Student Enrollment Trends and Projections

- In 2016 and 2017, the District and City administration worked together to project future development. The plan outlines 145 housing starts for Carnation and 180 for Duvall (2017-2020 period).
- The growth rate is expected to continue at 1% per year.
- *Table 2.1*. RSD Headcount Enrollment Projection, has been recalculated and anticipates 3,526 students in 2022-23.

Section 3 District Standards of Service

- Elementary (19.7 students per class room)
- Middle School (24-27 students per classroom)
- High School (24-27 students per classroom)

Section 4 Capital Facilities Inventory and Capacity Calculations

- The total student capacity for elementary schools decreased from 1,133 in 2016 to 1,157 in 2017.
- The total student capacity for the middle school remained steady at 750 in 2017.
- The total student capacity for the high school decreased from 918 in 2015 to 966 in 2017.

Section 5 Projected Facility Needs

- In 2013, the plan projected a need for a new K-8 joint facility.
- In 2014, the District decided that the need would be broken up into two facilities (K-5 and 6-8) and that the facilities would be constructed in the next six years assuming 3% growth per year in enrollment and the passage of a capital bond.
- In 2016 and 2017, the District has reaffirmed the need to a new K-5 school in Duvall in the six-year planning period.
- In addition, the District is planning on the acquisition of portables for all grade levels.
- Table 5.1 School Enrollment and Capacity Projections has reaffirmed a growth rate of 1% per year.

Section 6 Capital Facilities Plan with Growth Related Projects

- *Table 6.1.* Planned New Projects has been updated to add portables to add additional capacity in the six-year planning period.

Section 7 Capital Facilities Financing Plan

- *Table 7.1.* 2017 Capital Facilities Plan Budget has been updated to include high school addition/remodel improvements, new portables, and other capital improvements.

Section 8 Impact Fees

- *Table 8.1.* Student Generation Rates has been updated to generate the new impact fee.
- *Table 8.2.* Impact Fee Schedule – The District has updated its fee schedule.
 - Single-family fee (\$6,282)
 - Multi-family fee (\$1,252)

General Comments

- The Districts methodology for “student factor” (or student generation rate) is used in determining impact fees. The student factor is the average number of students generated by each housing type. The methodology for how they calculate student growth is based on neighboring school districts in accordance with KCC21.A.06.1260, the definition for student factor, when such information is not available in the district is to utilize data from adjacent districts with similar demographics, or county with averages. The District uses Auburn, Issaquah, Kent, and Lake Washington to determine the student factor
- Impact fees are calculated based on the District’s estimated cost per new dwelling unit to purchase land for schools, site improvements, construction of facilities, and the purchase/install of temporary facilities.

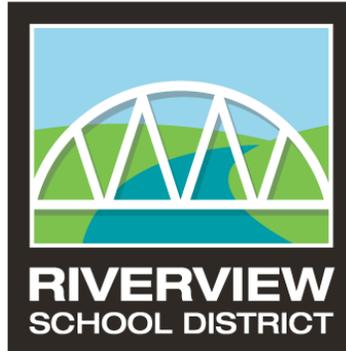
- As in the past, the District provides a 50% discount rate for determining the school impact fee. Based on staff research of other school districts CFP the majority of districts apply a 50% discount. There are a few cities that choose a different discount rate (higher/lower).

Commission and Council Action

The Planning Commission and City Council will each hold a public hearing. The Planning Commission will make a recommendation to the City Council.

RIVERVIEW SCHOOL DISTRICT NO. 407
2017
CAPITAL FACILITIES PLAN

ADOPTED JUNE 13, 2017



Building Bridges to the Future

BOARD OF DIRECTORS

Carol Van Noy	President
Danny L. Edwards	Vice-President
Lori Oviatt	Director
Jodi Fletcher	Director
Sabrina Parnell	Director

SUPERINTENDENT

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PREPARED BY

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SECTION 1 -- INTRODUCTION

Purpose of the Capital Facilities Plan

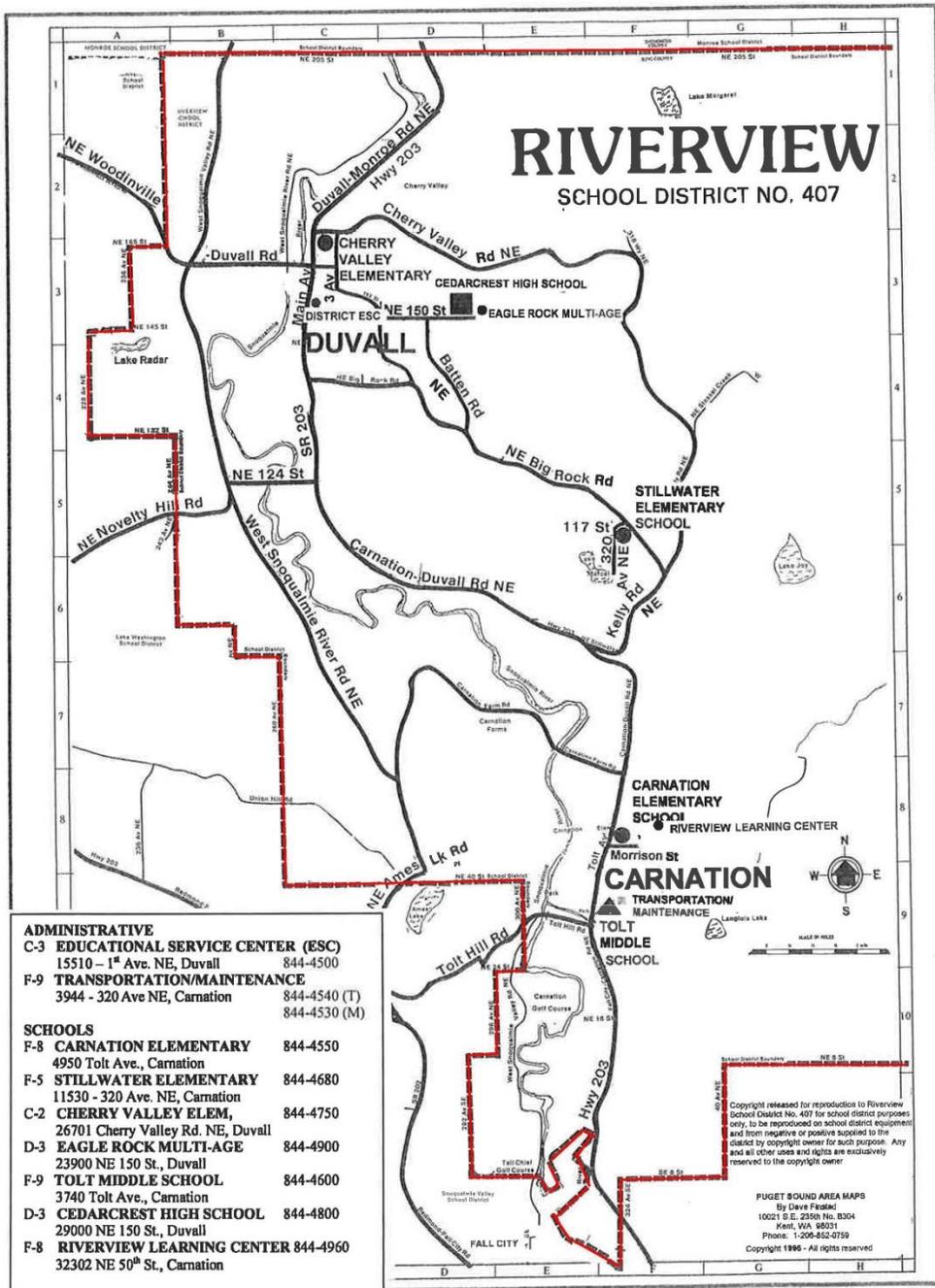
Presented herein, in conformance with the Growth Management Act and local county and municipal codes is the Capital Facilities Plan (CFP) of the Riverview School District.

This Capital Facilities Plan is intended to provide the City of Carnation, the City of Duvall, King County, other jurisdictions, and our own community with a description of facilities needed to accommodate projected student enrollment at acceptable levels of service over the next six years (2017 – 2023).

The Growth Management Act also requires reassessment of the land use element of local comprehensive plans if probable funding falls short of meeting existing needs, and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. This Capital Facilities Plan is intended to provide local jurisdictions with information on the school district's ability to accommodate projected population and enrollment demands anticipated through implementation of various comprehensive plan land use alternatives. The role of impact fees in funding school construction is addressed in Section 8 of this report.

Overview of the Riverview School District

The Riverview School District services three jurisdictions: King County, the City of Carnation, and the City of Duvall. The district is 250 square miles and is located in northeast King County serving the Lower Snoqualmie Valley from the King/Snohomish County line south approximately 16 miles, and from the western ridge of the valley to the cascade foothills. The district currently serves an enrollment headcount of approximately 3,268 students, with three elementary schools, one middle school, one high school, three alternative high school programs, and one alternative elementary school programs, and a K-12 alternative parent partnership program. The grade configuration is kindergarten through fifth grade for elementary school, sixth through eighth for middle school, and ninth through twelfth for high school. Four of the alternative programs are housed at the Riverview Learning Center in Carnation.



ADMINISTRATIVE	
C-3 EDUCATIONAL SERVICE CENTER (ESC)	844-4500
15510 - 1 st Ave. NE, Duvall	
F-9 TRANSPORTATION/MAINTENANCE	844-4540 (T)
3944 - 320 Ave NE, Carnation	
	844-4530 (M)
SCHOOLS	
F-8 CARNATION ELEMENTARY	844-4550
4950 Tolt Ave., Carnation	
F-5 STILLWATER ELEMENTARY	844-4680
11530 - 320 Ave. NE, Carnation	
C-2 CHERRY VALLEY ELEM.	844-4750
26701 Cherry Valley Rd. NE, Duvall	
D-3 EAGLE ROCK MULTI-AGE	844-4900
23900 NE 150 St., Duvall	
F-9 TOLT MIDDLE SCHOOL	844-4600
3740 Tolt Ave., Carnation	
D-3 CEDARCREST HIGH SCHOOL	844-4800
29000 NE 150 St., Duvall	
F-8 RIVERVIEW LEARNING CENTER	844-4960
32302 NE 50 th St., Carnation	

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PUGET SOUND AREA MAPS
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SECTION 2 -- STUDENT ENROLLMENT TRENDS AND PROJECTIONS

Projected Student Enrollment 2017-2023

Enrollment projections are most accurate for the initial years of the forecast period. For later years, the review of enrollment patterns, housing trends, and other demographic changes are useful yearly indicators in evaluating and adjusting projections. This year's plan anticipates a 1% growth in student enrollment which is based on recent enrollment trends. Some of the trends are a result of: 1) transfers from private schools, 2) increases in kindergarten enrollment, and 3) significant decreases in students attending school outside the district. Housing starts have increased in recent years and the district is again experiencing enrollment growth. The City of Carnation estimates approximately 145 homes to be built in the next 2-3 years in addition to issuing recent permits for further housing developments. Based on preliminary data from the City of Duvall, an additional 180 housing starts are expected to be permitted within the next two years. In the event that enrollment growth slows, plans for new facilities can be delayed. It is much more difficult, however, to initiate new projects or speed projects up in the event that enrollment growth exceeds the projections.

The Riverview School District, like most school districts, projects enrollment using a modified "Cohort Survival" method. This method tracks groups of students through the K-12 system, and notes and adjusts the projections to account for year-to-year changes, including local population growth. For example, this year's eight grade student class is adjusted based on an average of prior year's survival trends in order to estimate next year's ninth grade enrollment.

Since the yearly figures for each grade are dependent on the previous year's grades, kindergarten projections are treated differently. Riverview projects its kindergarten enrollment based on historical kindergarten enrollment patterns and district enrollment growth patterns.

Table 2.1

Riverview School District Headcount Enrollment Projection

Grade	16-17 Actual*	2017- 18	2018- 19	2019- 20	2020- 21	2021- 22	2022- 23
K	228	245	260	263	266	269	272
1	246	236	254	269	272	275	279
2	228	251	241	259	274	277	281
3	258	230	254	243	262	277	280
4	262	261	232	257	245	265	280
5	256	265	264	234	260	247	268
K-5	1,478	1,488	1,505	1,525	1,579	1,610	1,660
6	295	259	268	267	236	263	249
7	230	298	262	271	270	238	266
8	258	232	301	265	274	273	240
6-8	783	789	831	803	780	774	755
9	267	267	240	312	274	284	283
10	269	270	270	242	315	277	287
11	229	248	249	249	223	291	256
12	242	224	243	244	244	218	285
9-12	1,007	1,009	1,002	1,047	1,056	1,070	1,111
Total	3,268	3,286	3,338	3,375	3,415	3,454	3,526

* thru 4-2017 Growth rate of 1% with for variations at grades K, 1, 2, 9, 11, 12

SECTION 3 -- DISTRICT STANDARD OF SERVICE

School facility and student capacity needs are dictated by the types and amounts of space required to accommodate the district's adopted educational program. The educational program standards which typically drive facility space needs include grade configuration, optimal facility size, optimal school enrollment size, class size, educational program offerings, classroom utilization and scheduling requirements, and use of portable classroom facilities.

In addition to factors which affect the amount of space required, government mandates, contractual requirements, and community expectations may affect how classroom space is used. For example, the state financed All-Day Kindergarten program and lower class sizes for kindergarten through 3rd grade is creating the need for additional classrooms at the elementary level. Traditional educational programs offered by school districts are often supplemented by nontraditional or special programs such as special education, expanded bilingual education, remediation, migrant education, alcohol and drug education, preschool and daycare programs, home school, computer labs, music programs, movement programs, etc. These special or nontraditional educational programs can have a significant impact on the available student capacity of school facilities.

Special teaching stations and programs offered by the Riverview School District at specific school sites include:

Elementary:

- Computer Labs
- Classroom Computers
- Group Activities Rooms
- Program for Academically Talented (Gifted/PAT)
- Special Education (The District attempts to integrate special education students and regular education students to as great an extent as possible. Most special education students are served both in a regular education classroom and a special education classroom.)
- Learning Assistance Program (LAP)
- English Language Learners (EL)
- Home School Alternative (PARADE)
- Preschool Education Program (ECEAP)
- Multi-Age (Eagle Rock /ERMA)

Secondary:

- Computer Labs
- Alternative (CLIP & CHOICE high school program)
- Special Education
- Learning Assistance Program (LAP)
- English Language Learners (EL)
- Career and Technical Education (CTE)
- School-to-Work

Variations in student capacity between schools are often a result of what special or nontraditional programs are offered at specific schools. These special programs require classroom space which can reduce the permanent capacity of some of the buildings housing these programs. Some students, for example, leave their regular classrooms for a short period of time to receive instruction in these special programs. Schools often require space modifications to accommodate special programs, and in some circumstances, these modifications may reduce the overall classroom capacities of the buildings.

The current Standard of Service data for Riverview, in terms of teaching station loading, is identified on Table 3.1. Class sizes are averages based on actual utilization as influenced by state funding and collective bargaining restrictions.

Riverview's Standard of Service also considers the different educational functions when considering student capacity needs. Those functions are as follows:

Elementary classrooms –

- regular, grades K-5
- self-contained learning center (special education)
- learning support classrooms (special education pullout, LAP, Title I, etc.)

Secondary –

- regular, grades 6-8
- special education, grades 6-8
- learning support, grades 6-8
- regular, grades 9-12
- learning support, grades 9-12 (special education pullout, LAP, Title I, etc.)

Involuntarily transferring students to a school with excess capacity is done rarely as a last resort and with Board of Directors' authorization. Involuntarily transferring of students can result in difficulties in the community, with staffing, and with transportation.

**Table 3.1
Riverview School District Standard of Service**

CLASS SIZE		Average
Elementary	Grade Level	
Regular	K	17
Regular	1	17
Regular	2	17
Regular	3	17
Regular	4	25
Regular	5	25
Regular	K-5 Weighted	19.7
Regular (portables)		24
Self-contained learning classrooms		12
Learning support classrooms		0
 Middle School		
Regular	6 - 8	27
Regular (portables)		24
Self-contained learning classrooms		12
Learning support classrooms		0
 High School		
Regular	9 - 12	27
Regular (portables)		24
Self-contained learning classrooms		12
Learning support classrooms		0
Vocational education		24

SECTION 4 -- CAPITAL FACILITIES INVENTORY

Under the Growth Management Act, public entities are required to inventory existing capital facilities. Capital facilities are defined as any structure, improvement, and piece of equipment or other major asset, including land, which has a useful life of at least ten years. The purpose of the facilities inventory is to establish a baseline for determining what facilities will be required to accommodate student enrollment in the future at established levels of service. This section provides an inventory of capital facilities of the Riverview School District including site-built schools, portable classrooms, developed school sites, undeveloped land and support facilities. School facility capacity figures are based on the inventory of current facilities and the district's adopted educational program standards as presented in the previous section.

Schools

The Riverview School District currently operates 3 elementary schools (grades K-5), one middle school (grades 6-8), and one high school (grades 9-12). The district also provides the Eagle Rock Multi-age Program, an elementary alternative program, sited adjacent to the Cedarcrest High School campus. In addition, the district supports the following alternative programs housed in the Riverview Learning Center facility: CLIP alternative high school; CHOICE alternative high school; and PARADE, a parent partnership program. ECEAP, a pre-school program, is housed again in yet another separate facility.

Individual school capacity has been determined using the number of teaching stations within each building and the space requirements of the district's adopted educational program. This capacity calculation is used to establish the district's baseline capacity and determine future capacity needs when considering projected student enrollment.

Classroom capacities have been determined for each school according to their usage. For the purpose of this Plan, classroom uses are: regular education, self-contained special-education, and learning support. The school facility inventory is summarized on Table 4.1. The current inventory of facilities indicates a permanent capacity of 2,537 students, with an additional 504 student capacity available in interim facilities.

The School Board of the Riverview School District is committed to serving students at small schools. Evidence suggests that this practice a significantly beneficial effect on student learning. Further, there are significant benefits to school culture and climate.

Table 4.1

Riverview School District Facility Inventory and Capacity Calculations 2017

School	Grade Levels Served	Site Size (acres)	Building Area (Sq. Ft.)	Permanent Teaching Stations	Self-Contained Special Education Classrooms	Stations Used for Learning Support Purposes*	Permanent Student Capacity	Interim Teaching Stations	Self-Contained Special Education Classrooms	Interim Stations Used for Learning Support Purposes*	Interim Student Capacity	Total Student Capacity	Year Built	Last Remodel
Carnation Elementary	K-5	8.81	50,567	26	1	11	308	2	0	2	0	308	1960	2011
Cherry Valley Elementary	K-5	12	56,252	28	0	7	414	4	0	2	48	462	1953	2011
Stillwater Elementary	K-5	19	49,588	27	0	11	315	0	0	0	0	315	1988	n/a
Multiage Program	K-5	@CHS	0	0	0	0	0	4	0	1	72	72	n/a	n/a
<i>Subtotal K-5</i>		<i>39.81</i>	<i>156,407</i>	<i>81</i>	<i>1</i>	<i>29</i>	<u>1,037</u>	<i>10</i>	<i>0</i>	<i>5</i>	<i>120</i>	<u>1,157</u>		
Tolt Middle School	6-8	37	85,157	37	1	15	606	6	0	0	144	750	1964	2009
<i>Subtotal 6-8</i>		<i>37</i>	<i>85,157</i>	<i>37</i>	<i>1</i>	<i>15</i>	<u>606</u>	<i>6</i>	<i>0</i>	<i>0</i>	<i>144</i>	<u>750</u>		
Cedarcrest High School	9-12	78	108,946	38	2	12	726	10	0	0	240	966	1993	2009
<i>Subtotal 9-12</i>		<i>78</i>	<i>108,946</i>	<i>38</i>	<i>2</i>	<i>12</i>	<u>726</u>	<i>10</i>	<i>0</i>	<i>0</i>	<i>240</i>	<u>966</u>		
Riverview Learning Center	K-12	2.08	14,545	8	0	1	168	0	0	0	0	168	2011	n/a
<i>Subtotal 9-12</i>		<i>2.08</i>	<i>14,545</i>	<i>8</i>	<i>0</i>	<i>1</i>	<u>168</u>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<u>168</u>		
Total K-12		159.89	365,055	164	4	57	<u>2,537</u>	26	0	5	504	<u>3,041</u>		

*There are teaching stations that are used for purposes other than as regular classrooms. E.g. computer labs, music classrooms, special-ed resource, libraries, and gyms.

Support Facilities	Site Size (acres)	Building Area (Sq. Ft.)	Support Facilities	Site Size (acres)	Building Area (Sq. Ft.)	Support Facilities	Site Size (acres)	Building Area (Sq. Ft.)	Support Facilities	Site Size (acres)	Building Area (Sq. Ft.)
Transportation Facility	adj. to Tolt MS	14,750	Stepping Stones (portable)	adj. to Carn. ES	1,500	District Office portables	adj. to Carn. ES	7,200	Extended day	adj. to CV. ES	1,910
Educational Service Center	1.25 acres	20,886	Maintenance bldg	adj. to Tolt MS	7,855	IT Center	inc with ESC	1,421			

SECTION 5 -- PROJECTED FACILITY NEEDS

Near-term Facility Needs

This Capital Facilities Plan has been organized to maintain adequate capacity of the District's facilities through the construction and/or expansion of permanent facilities. Table 5.1 is a summary by school level of projected enrollments, current capacities, and projected additional capacities. Based upon current enrollment projections, the district has permanent capacity needs at all grade levels. To meet these capacity needs in the near-term, the District is in the preliminary planning stages of a new K-5 elementary school in the Duvall area where the most substantial district population growth is occurring (Table 6.1). The district also anticipates that the site acquisition and construction of this school will be complete within the first six years of this planning period. New school construction will be contingent on a 1% average yearly student enrollment growth rate and voter approved funding. In addition, the District is planning on the acquisition of portables at all grade levels.

Table 5.1

School Enrollment and Capacity Projections 2017-18 through 2022-23

Elementary (K - 5)	16-17 Actual*	2017- 18	2018- 19	2019- 20	2020- 21	2021- 22	2022- 23
Projected enrollment	1,478	1,488	1,505	1,525	1,579	1,610	1,660
Capacity in permanent facilities	1,037	1,037	1,037	1,037	1,037	1,037	1,587
Added capacity new permanent	0	0	0	0	0	550	0
Total permanent capacity	1,037	1,037	1,037	1,037	1,037	1,587	1,587
Net Surplus or (Deficit) in Perm. Facilities	-441	-451	-468	-488	-542	-23	-73
Capacity in Relocatables	120	168	216	264	264	312	312
Number of Relocatables	10	12	14	16	16	18	18
Capacity with Relocatables	1,157	1,205	1,253	1,301	1,301	1,899	1,899
Net Surplus or (Deficit) in all Facilities	-321	-283	-252	-224	-278	289	239

Middle School (6-8)	16-17 Actual*	2017- 18	2018- 19	2019- 20	2020- 21	2021- 22	2022- 23
Projected Enrollment	783	789	831	803	780	774	755
Capacity in permanent facilities	606	606	606	606	606	606	606
Added capacity new permanent	0	0	0	0	0	0	0
Total permanent capacity	606	606	606	606	606	606	606
Net Surplus or (Deficit) in Perm. Facilities	-177	-183	-225	-197	-174	-168	-149
Capacity in Relocatables	144	144	144	144	192	192	192
Number of Relocatables	6	6	6	6	8	8	8
Capacity with Relocatables	750	750	750	750	798	798	798
Net Surplus or (Deficit) in all Facilities	-33	-39	-81	-53	18	24	43
High School (9-12)	16-17 Actual*	2017- 18	2018- 19	2019- 20	2020- 21	2021- 22	2022- 23
Projected Enrollment	1,007	1,009	1,002	1,047	1,056	1,070	1,111
Capacity in permanent facilities	894	894	894	894	894	894	1,094
Added capacity new permanent	0	0	0	0	0	200	0
Total permanent capacity	894	894	894	894	894	1,094	1,094
Net Surplus or (Deficit) in Perm. Facilities	-113	-115	-108	-153	-162	24	-17
Capacity in Relocatables	240	240	240	240	240	240	240
Number of Relocatables	10	10	10	10	10	10	10
Capacity with Relocatables	1,134	1,134	1,134	1,134	1,134	1,334	1,334
Net Surplus or (Deficit) in all Facilities	127	125	132	87	78	264	223
Surplus/Deficiency Capacity (K-12)	16-17 Actual*	2017- 18	2018- 19	2019- 20	2020- 21	2021- 22	2022- 23
Projected Enrollment	3,268	3,286	3,338	3,375	3,415	3,454	3,526
Capacity in Permanent Facilities	2,537	2,537	2,537	2,537	2,537	3,087	3,287
Capacity in Perm. Facil. and Relocatables	3,041	3,089	3,137	3,185	3,233	4,031	4,031
Surplus Capacity with Relocatables	-227	-197	-201	-190	-182	577	505
Surplus Capacity <i>without</i> Relocatables	-731	-749	-801	-838	-878	-367	-239

SECTION 6 - CAPITAL FACILITIES PLAN WITH GROWTH RELATED PROJECTS IDENTIFIED

Planned New Improvements - Construction to Accommodate Growth and Adequate Capacity

**Table 6.1
Planned New Projects**

Project	Location	Capacity Added	Source of Funds*	Growth related projects
2017 - 2018				
Classroom portables k-12	Duvall	48	Impact fees and local approved Capital Projects levy	100%
2018 - 2019				
Classroom portables k-12	Duvall	48	Impact fees and local approved Capital Projects levy	100%
2019 - 2020				
Classroom portables k-12	Duvall	48	Impact fees and local approved Capital Projects levy	100%
2020 - 2021				
Classroom portables k-12	Duvall	48	Impact fees and local approved Capital Projects levy	100%
2021- 2022				
New K-5 school, high school addition and classroom portables k-12	Duvall	798	Impact Fees, State Match, and local approved bond issue	100%
2022- 2023				
N/A	N/A	0	Impact fees and local approved Capital Projects levy	100%

Planned Improvements - To Existing Facilities

As summarized in Table 6.2, the district plans technology upgrades which are funded by a capital projects levy approved by the voters in February of 2014 and 2018.

**Table 6.2
Planned Projects to Existing Facilities**

Project	Location	Capacity Added	Source of Funds	Growth related project? Yes or No
2017-2018				
Technology Upgrades	All	-0-	Technology Levy	No
2018-2019				
Technology Upgrades	All	-0-	Technology Levy	No
2019-2020				
Technology Upgrades	All	-0-	Technology Levy	No
2020-2021				
Technology Upgrades	All	-0-	Technology Levy	No
2021-2022				
Technology Upgrades	All	-0-	Technology Levy	No
2022-2023				
Technology Upgrades	All	-0-	Technology Levy	No

SECTION 7 - CAPITAL FACILITIES FINANCING PLAN

Funding of school facilities is typically secured from a number of sources including voter-approved bonds, voter approved levies, state matching funds, impact fees, and mitigation payments. Each of these funding sources is discussed below.

General Obligation Bonds

Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to pass a bond issue. Bonds are sold as necessary to generate revenue. They are retired through collection of property taxes. The district anticipates asking its voters to approve a bond measure to fund a new K-5 elementary, high school addition/remodel and security updates. Subject to Board approval, this is expected to occur in 2019.

Capital Projects Levies

Capital Projects Levies are typically used to fund small construction projects and other capital improvements or acquisitions. A simple majority of voter approval is required to pass a levy. Money comes to the district through the collection of property taxes. The district passed a four-year capital improvement levy in February of 2014 for the upgrade of technology assets including new computers, upgrades to the network infrastructure, and software. In addition, the levy supports other capital improvements including the acquisition of sites and portables. The district is planning to run another levy in February of 2018.

State Financial Assistance

State financial assistance comes from the State's Common School Construction Fund. Bonds are sold on behalf of the fund then retired from revenues accruing predominantly from the sale of renewable resources (i.e. timber) from state school lands set aside by the Enabling Act of 1889. If these sources are insufficient to meet needs, the Legislature can appropriate funds or the State Board of Education can establish a moratorium on certain projects.

State matching funds can be applied to school construction projects only. Site acquisition and improvements are not eligible to receive matching funds from the state. Because availability of state matching funds has not kept pace with the rapid enrollment growth occurring in many of Washington's school districts, matching funds from the State may not be received by a school district until two to three years after a matched project has been completed. In such cases, the district must "front fund" a project. That is, the district must finance the complete project with local funds.

Impact Fees

Impact fees have been adopted by a number of jurisdictions as a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. Impact fees are generally collected on new residential construction by the permitting agency at the time of final plat approval or when building permits are issued.

Budget and Financing Plan

Table 7.1 is a summary of the budget that supports the elements of this Capital Facilities Plan. Each project budget represents the total project costs which include: acquisition, construction, taxes, planning, architectural and engineering services, permitting, environmental impact mitigation, construction testing and inspection, furnishings and equipment, escalation, and contingencies. In addition, it includes financing that is separated into three components: estimated state financial assistance, estimated impact fees, and projected local revenues (i.e., interest income and local levies).

Table 7.1
2017 Capital Facilities Plan Budget

PROJECT	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	Total	Local Funds	State Assistance	Impact Fees
Growth Related Projects							-	-	-	-
New K-5 school including land acquisition	\$400,000	\$0	\$0	\$0	\$28,000,000	\$0	\$28,400,000	\$20,900,000	\$6,000,000	\$1,500,000
High school addition/remodel	\$0	\$0	\$0	\$0	\$8,000,000	\$0	\$8,000,000	\$7,500,000	\$0	\$500,000
Other capital improvements including the acquisition of portables	\$392,000	\$392,000	\$392,000	\$392,000	\$392,000	\$0	\$1,960,000	\$1,575,000	0	\$385,000
Totals:	\$792,000	\$392,000	\$392,000	\$392,000	\$36,392,000	\$0	\$38,360,000	\$29,975,000	\$6,000,000	\$2,385,000

**Reflects costs of new capacity only*

SECTION 8 -- IMPACT FEES

School Impact Fees Under the Washington State Growth Management Act

The Growth Management Act (GMA) authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands. The calculation contained in this Plan yields impact fees to be collected during calendar year 2018.

Methodology and Variables Used to Calculate School Impact Fees

Impact fees are calculated based on the district's estimated cost per new dwelling unit to purchase land for school sites, make site improvements, construct schools and purchase/install temporary facilities (portables).

Student Factors

The student factor (or student generation rate), a significant factor in determining impact fees, is the average number of students generated by each housing type - single-family dwellings and multiple-family dwellings.

The District was unable to obtain sufficient permit data to calculate its own student generation factors; it instead chose to use generation rates representative of unweighted averages based on neighboring school districts. In accordance with KCC 21A.06.1260, the definition for student factor, when such information is not available in the district, is the data from adjacent districts, districts with similar demographics, or countywide averages.

Table 8.1 and 8.2 set forth those student factors and the Impact fee schedule.

**Table 8.1
Student Generation Rates (1)**

Single Family Dwelling Unit

	Fed Way	Issaquah	Kent	Lk Wash	Northshore	Average
Elementary	0.220	0.354	0.398	0.424	0.331	0.345
Middle	0.120	0.153	0.096	0.171	0.108	0.130
High	0.143	0.148	0.185	0.119	0.081	0.135
Total	0.483	0.655	0.679	0.714	0.520	0.610

Multi-Family Dwelling Unit

	Fed Way*	Issaquah	Kent	Lk Wash	Northshore	Average
Elementary	0.597	0.119	0.117	0.058	0.036	0.083
Middle	0.237	0.063	0.028	0.019	0.013	0.031
High	0.323	0.075	0.029	0.019	0.009	0.033
Total	1.157	0.257	0.174	0.096	0.058	0.348

*For purposes of the MF student generation rates, the FWSD figures are for information only and not used to calculate the average.

The impact fee calculations in accordance with the formulas applicable to each jurisdiction are shown below:

Table 8.2

Impact Fee Schedule - All Jurisdictions

Housing Type	Impact Fee per Unit
Single-family	\$6,282
Multi-family	\$1,252

(1) The District's student generation rates are based on a selected school district average as provided for in King County Ordinances.

**Table 8.3
SCHOOL IMPACT FEE CALCULATIONS**

DISTRICT: Riverview School District #407
 YEAR: 2017
 JURISDICTION: King County, Cities of Carnation and Duvall

School Site Acquisition Cost:							
Acres x Cost per Acre / Facility Capacity x Student Generation Factor							
	Facility Acreage	Cost/ Acre	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	2.0	\$200,000	550	0.345	0.083	\$250.91	\$60.36
Middle	20.0	\$0		0.130	0.031	\$0.00	\$0.00
Senior	40.0	\$0		0.135	0.033	\$0.00	\$0.00
TOTAL		\$200,000	\$550			\$250.91	\$60.36

School Construction Cost							
Facility Cost / Facility Capacity x Student Generation Factor x Permanent/Total Sq. Ft							
	% Perm/ Total Sq/Ft	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	93.98%	\$28,000,000	550	0.345	0.083	\$16,506.31	\$3,971.08
Middle	93.98%	\$0		0.130	0.031	\$0.00	\$0.00
Senior	93.98%	\$8,000,000	200	0.135	0.033	\$5,074.92	\$1,240.54
TOTAL		\$36,000,000	749			\$21,581.23	\$5,211.62

Table 8.3 continued

Temporary Facility Costs

Facility Cost / Facility Capacity x Student Generation Factor x Temporary/Total Sq. Ft

	%Temp/ Total Sq/Ft	Facility Cost	Facility Capacity	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	6.02%	\$1,960,000	240	0.345	0.083	\$169.61	\$40.81
Middle	6.02%	\$0	0	0.130	0.031	\$0.00	\$0.00
Senior	6.02%	\$0	0	0.135	0.033	\$0.00	\$0.00
TOTAL		\$1,960,000				\$169.61	\$40.81

State Matching Credit

Boeckh Index x SPI Square Footage x District Match % x Student Factor

	Boeckh Index	SPI Footage	State Match %	Student Factor SFR	Student Factor MFR	Cost/ SFR	Cost/ MFR
Elementary	\$213.23	90	47.9%	0.345	0.083	\$3,171.36	\$762.96
Middle	\$213.23	0	47.9%	0.130	0.031	\$0.00	\$0.00
Senior	\$213.23	130	47.9%	0.135	0.033	\$1,792.51	\$438.17
TOTAL						\$4,963.87	\$1,201.13

Tax Payment Credit:	SFR	MFR
Average Assessed Value	\$455,373	\$163,686
Capital Bond Interest Rate (Bond Payer's Index)	3.95%	3.95%
Years Amortized	10	10
Property Tax Bond Rate	1.2081	1.2081
Present Value of Revenue Stream	\$4,473.22	\$1,607.92

Fee Summary	Single Family	Multiple Family
Site Acquisition Cost	\$251	\$60
Permanent Facility Cost	\$21,581	\$5,212
Temporary Facility Cost	\$170	\$41
State Match Credit	(\$4,963.87)	(\$1,201.13)
Tax Payment Credit	(\$4,473.22)	(\$1,607.92)
FEE (AS CALCULATED)	\$12,564.91	\$2,503.95
50% FEE (AS DISCOUNTED)	\$6,282.46	\$1,251.98
FINAL FEE (ALL)	\$6,282.45	\$1,251.97

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 10/03/17

AB #17-74

Item Type: Introduction: Discussion/Staff Direction: Action Item:

Attorney Review:

Subject: **Implementing a School Impact Fee for the Riverview School District**

Budget Impact and Source of Funds: NA

Contact Person/Department: Lara Thomas, Planning Director

EXECUTIVE SUMMARY:

The Riverview School District Board of Supervisors adopts a capital facilities plan (CFP) annually (adopted by reference into our Comprehensive Plan. The City and the District entered into an inter-local agreement that states the City of Duvall, on an annual basis, will adopt and collect the District's school impact fee on their behalf.

The proposed school impact fee for 2018 is set at \$6,282 (an increase from \$5,325 in 2017) per single-family unit and \$1,252 per multi-family unit (a decrease from \$1,482 in 2017).

COUNCIL PROCESS: Ordinances/Resolutions

- Council discussion under **New Business**

HISTORY:

- Planning Commission review September 27, 2017

RECOMMENDED ACTION:

No action is being requested at this time; however, at a future meeting, Council will be asked to:

Approve Resolution implementing a School Impact Fee for the Riverview School District.

ATTACHMENTS:

- Staff Memo



Small Town. Real Life.

To: City Council

From: Troy Davis, Planning Department

Date: October 3, 2017

Re: Riverview School District 2017 Capital Facilities Plan and School Impact Fee

CC: 2017 Comprehensive Plan Amendment File

Background

The Riverview School District Board of Supervisors adopted the 2017 Capital Facilities Plan (CFP) on June 13, 2017. The City has an inter-local agreement to adopt the Riverview School District Capital Facilities Plan, approve the school impact fee, and collect and distribute the impact fee to the District. The City of Duvall adopts by reference the Riverview School District Capital Plan into its Comprehensive Plan. The City of Duvall adopted its 2015 Comprehensive Plan on June 7, 2016 (Resolution 16-09). The Planning Commission and City Council will hold public hearings on this item at future meetings.

Section 1 Introduction

- In 2013, the District served 3,233 students.
- In 2014, the District served 3,224 students.
- In 2015, the District served 3,011 students.
- In 2016, the District served 3,158 students.
- In 2017, the District served 3,268 students.

Section 2 Student Enrollment Trends and Projections

- In 2016 and 2017, the District and City administration worked together to project future development. The plan outlines 145 housing starts for Carnation and 180 for Duvall (2017-2020 period).
- The growth rate is expected to continue at 1% per year.
- *Table 2.1*. RSD Headcount Enrollment Projection, has been recalculated and anticipates 3,526 students in 2022-23.

Section 3 District Standards of Service

- Elementary (19.7 students per class room)
- Middle School (24-27 students per classroom)
- High School (24-27 students per classroom)

Section 4 Capital Facilities Inventory and Capacity Calculations

- The total student capacity for elementary schools decreased from 1,133 in 2016 to 1,157 in 2017.
- The total student capacity for the middle school remained steady at 750 in 2017.
- The total student capacity for the high school decreased from 918 in 2015 to 966 in 2017.

Section 5 Projected Facility Needs

- In 2013, the plan projected a need for a new K-8 joint facility.
- In 2014, the District decided that the need would be broken up into two facilities (K-5 and 6-8) and that the facilities would be constructed in the next six years assuming 3% growth per year in enrollment and the passage of a capital bond.
- In 2016 and 2017, the District has reaffirmed the need to a new K-5 school in Duvall in the six-year planning period.
- In addition, the District is planning on the acquisition of portables for all grade levels.
- Table 5.1 School Enrollment and Capacity Projections has reaffirmed a growth rate of 1% per year.

Section 6 Capital Facilities Plan with Growth Related Projects

- *Table 6.1.* Planned New Projects has been updated to add portables to add additional capacity in the six-year planning period.

Section 7 Capital Facilities Financing Plan

- *Table 7.1.* 2017 Capital Facilities Plan Budget has been updated to include high school addition/remodel improvements, new portables, and other capital improvements.

Section 8 Impact Fees

- *Table 8.1.* Student Generation Rates has been updated to generate the new impact fee.
- *Table 8.2.* Impact Fee Schedule – The District has updated its fee schedule.
 - Single-family fee (\$6,282)
 - Multi-family fee (\$1,252)

General Comments

- The Districts methodology for “student factor” (or student generation rate) is used in determining impact fees. The student factor is the average number of students generated by each housing type. The methodology for how they calculate student growth is based on neighboring school districts in accordance with KCC21.A.06.1260, the definition for student factor, when such information is not available in the district is to utilize data from adjacent districts with similar demographics, or county with averages. The District uses Auburn, Issaquah, Kent, and Lake Washington to determine the student factor
- Impact fees are calculated based on the District’s estimated cost per new dwelling unit to purchase land for schools, site improvements, construction of facilities, and the purchase/install of temporary facilities.

- As in the past, the District provides a 50% discount rate for determining the school impact fee. Based on staff research of other school districts CFP the majority of districts apply a 50% discount. There are a few cities that choose a different discount rate (higher/lower).

Commission and Council Action

The Planning Commission and City Council will each hold a public hearing. The Planning Commission will make a recommendation to the City Council.

Duvall City Council
AGENDA BILL SUMMARY

Meeting Date: 10/03/17

AB #17-70

Item Type: Introduction: Discussion/Staff Direction: Action Item:

Attorney Review: Complete

Subject: Toll Brothers Community Park Concept and Advanced Mitigation Credit Approach.

Budget Impact and Source of Funds:

Contact Person/Department: Lara Thomas, Planning Director and Matthew Morton, City Administrator

EXECUTIVE SUMMARY:

Toll Brothers, owners of the “Walden” property, along NE Big Rock Road, have worked collaboratively on two proposed park designs with City Council, Administration, and Staff over the last few months. The one-acre and two-acre parks are development requirements as described in the December 14, 2007 Developer Agreement (Resolution 07-13) for the proposed development.

City Council and Planning Commission have indicated support for the proposed park design concepts following citizen comments and vision. Staff are currently evaluating projected maintenance costs with the understanding that: 1) construction of the parks would be completed as part of final plat process for the project east of 3rd Avenue NE (estimated in the 2019-2021 timeframe); and 2) park maintenance would be the responsibility of the developer for two years following final plat as required by Duvall Municipal Code. Administration is also discussing possibilities for additional or extended developer park landscape maintenance activities to decrease burden on City maintenance staff.

Park Impact Fee Credit for the proposed improvements may be shared across all phases of the development as documented in the March 2012 Developer Agreement (Resolution 12-03). Administration and the Developer have discussed an approach to formalize a Park Impact Fee credit approach that would require the developer to deposit all credited fees to an assignment of savings pending completion of the park improvements. Credits within the assignment of savings would be released to the developer pending completion and acceptance of park improvements. Credits would be forfeited to the City should the developer fail to complete park improvements prior to Developer Agreement expiration.

COUNCIL PROCESS: Contracts/Agreements

- Council Discussion under **Unfinished Business**
- Council Decision under **Unfinished Business**

HISTORY:

- Presentation/Discussion during Joint Workshop with Planning Commission on 03/07/17
- Discussion during 05/16/17 Committee of the Whole meeting

Agenda Bill Summary

Subject: Toll Brothers Community Park Concept and Advanced Mitigation Credit Approach

Meeting Date: 10/03/17

- Presentation/Discussion during 08/15/17 Committee of the Whole meeting
- Introduction/Discussion during 09/18/17 Council Meeting

RECOMMENDED ACTION:

Approve Toll Brothers community parks concept and advanced mitigation credit approach.

ATTACHMENTS:

- Park Impact Fee Agreement
- Park Concepts
- Walden Park Cost Details
- Duvall Urban Village Development Agreement (2012)
- Duvall Urban Village Development Agreement Amendment (2017)
- Pre-Annexation Agreement
- CamWest/Walden Development Agreement (2007)

PARK IMPACT FEE AGREEMENT

This Park Impact Fee Agreement ("Agreement"), dated the ____ day of _____, 2017, is entered into by and between TOLL WA LP, a Washington limited partnership ("Toll") and the CITY OF DUVALL, a Washington municipal corporation ("City"). Toll and the City are also referred to individually as a "Party" and collectively as the "Parties".

- A. Toll and City are parties to that Development Agreement Between the City of Duvall, Wonderland Holdings, LLC and Toll WA LP dated March 22, 2012 and recorded under King County recording number 20120921001291 (the "DUV Development Agreement") which addresses the development of certain real property located in the City of Duvall as more particularly described therein (the "DUV Property") [and as amended by the First Development Agreement dated June 12, 2017 and recorded under King County recording number 20170619000676](#) (collectively, the "DUV Development Agreement"). Toll has acquired all interests of Wonderland Holdings, LLC in the DUV Property.
- B. Toll and City are also parties to that Development Agreement dated January 8, 2008 and recorded under King County recording number 20080211001272, as amended by the First Amendment dated October 4, 2016 and recorded under King County recording number 20161019000511, (collectively, the "Walden Development Agreement") which addresses the development of certain real property located in the City of Duvall as more particularly described therein (the "Walden Property").
- C. The Walden Development Agreement [and the Pre-Annexation Agreement executed August 8, 2007 and recorded under King County recording number 20080103001379](#) requires Toll to provide a minimum of 2.9 acres of public park on the Walden Property to be constructed as either one park or multiple parks, provided that each park must be a minimum of 1 acre. A preliminary plat application for the Walden Property ~~will be~~ [is anticipated to be](#) submitted in October 2017. The Walden Property preliminary plat will include 2.9 acres of park which will be constructed in Phase I.
- D. A preliminary plat was approved for the DUV Property [June 16, 2010](#) and amended on September 12, 2017. A total of 144 residential units, consisting of 91 single-family homes and 53 multi-family homes will be constructed on the DUV Property. Construction of those homes is anticipated to commence in late summer of 2018.
- E. Toll is required to pay City of Duvall park impact fees at the time of issuance of building permits for each single-family housing unit and each multi-family building, subject to a credit against the impact fees for 100% of the costs incurred by Toll for Eligible Park Improvements, as that term is defined in the DUV Development Agreement. The credit cannot exceed the amount of impact fees owing for all building permits. Park impact fee credits accrue from the date costs for Eligible Park Improvements are incurred and paid by Toll, and continue to accrue until the Eligible Park Improvements are fully constructed.
- F. Toll will be submitting building permits to construct homes on the DUV Property prior to constructing park improvements as part of the Walden Property Phase I and will be required to pay park impact fees at the time of issuance of the building permits.

G. To ensure that Toll receives credit for 100% of Eligible Park Improvements as provided by both Development Agreements, the Parties wish to set up an escrow account in the name of the City and Toll, into which Toll will deposit park impact fees for building permits issued prior to accrual of park impact fee credits, which will then be disbursed back to Toll as Eligible Park Improvement credits accrue.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Toll and the City hereby agree as follows:

1. Establishment of Escrow Account. Toll and the City shall enter into an escrow agreement and establish an escrow account with an escrow agent agreed to by the Parties into which Toll will deposit park impact fees for building permits issued prior to accrual of park impact fee credits for Eligible Park Improvements.
2. Payment and Disbursal of Park Impact Fee Credits. As part of the escrow agreement, Toll and City staff shall establish a methodology to record and account for deposits, delineate credits for Eligible Park Improvements as they accrue and disburse impact fee credit funds. No funds may be disbursed that exceed the amount of the credit to which Toll is entitled for Eligible Park Improvements. No funds may be disbursed without the signatures of authorized representatives of both the City and Toll. Any funds remaining after Toll is fully reimbursed for all credits to which it is entitled shall be disbursed to the City.
3. Escrow Fees. Toll shall pay any escrow fees charged by the escrow agent for administration of the escrow agreement.
4. Term. This agreement shall terminate upon the earlier of the following: (1) the expiration of the DUV Development Agreement; or (2) upon depletion of the escrow account by disbursement to either party.

Commented [LT1]: DA expire on 4/30/24

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, this Park Impact Fee Agreement has been duly executed and is effective as of the date above written.

TOLL:

TOLL WA LP, a Washington limited partnership
By: Toll WA GP Corp, its general partner

By: _____

Name: _____

Title: _____

CITY:

City of Duvall, a Washington municipal
corporation

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____
City Attorney



Road P

Road M

Road F

Road L

Road F

WALDEN AT BIG ROCK - ONE ACRE PARK

8/9/2017

	ITEM	UNIT COST	QTY.	COST
1.00	Site Prep			\$12,788
1.01	Demolition/Removals (allocated)	\$5,000.00	1 EA	\$5,000
1.02	Clearing & Grubbing (80% of site)	\$0.08	34,848 SF	\$2,788
1.03	Erosion Control (allocated)	\$5,000.00	1 EA	\$5,000
2.00	Hardscape			\$194,393
2.01	Concrete Walk (6' wide)	\$7.00	250 SF	\$1,750
2.02	Concrete Walk (5' wide)	\$7.00	1,245 SF	\$8,715
2.03	Concrete Walk (4' wide)	\$7.00	2,290 SF	\$16,030
2.04	Entry Plaza Pavement (colored, stamped/finished concrete)	\$15.00	1,100 SF	\$16,500
2.05	Plaza Pavement (colored, stamped/finished concrete)	\$20.00	2,660 SF	\$53,200
2.06	Concrete Shelf at Sand Play Area	\$80.00	75 LF	\$6,000
2.07	Concrete Ramp at Play Area	\$1,200.00	3 EA	\$3,600
2.08	Concrete Thickened Edge (Poured-in-Place)	\$35.00	223 SF	\$7,805
2.09	Edge of Poured-in-Place at E.W.F.	\$20.00	85 LF	\$1,700
2.10	Poured-In-Place Safety Surfacing (incl. concrete subbase)	\$25.00	2,400 SF	\$60,000
2.11	EWB Play Surfacing (incl. drainage system)	\$4.00	4,335 SF	\$17,340
2.12	Sand Play Surfacing (incl. drainage system)	\$3.50	215 SF	\$753
2.13	Soft Surface Trail (2' wide, crusher fines, stabilized)	\$5.00	200 SF	\$1,000
3.00	Site Furniture/Amenities			\$127,225
3.01	Park Signage	\$5,000.00	1 EA	\$5,000
3.02	Arches Single Bike Rack (Landscape Structures-\$250+\$75)	\$325.00	11 EA	\$3,575
3.03	Maclyn Trash Receptacle (Playworld-\$600+\$150)	\$750.00	4 EA	\$3,000
3.04	Maclyn Collection Bench (Playworld-\$1300+\$325)	\$1,625.00	8 EA	\$13,000
3.05	Mantarail Picnic Table, Powdercoat finish (Creative Pipe-\$0+\$0) (allocated)	\$2,000.00	4 EA	\$8,000
3.06	Cosmos Seat Table, Powdercoat finish (Creative Pipe-\$0+\$0) (allocated)	\$1,500.00	2 EA	\$3,000
3.07	Custom Sail Shade Structure (allocated)	\$20,000.00	1 EA	\$20,000
3.08	Custom Shade Structure (allocated)	\$65,000.00	1 EA	\$65,000
3.09	36" Chainlink Fence (black vinyl coated and one gate with closure latch)	\$35.00	190 LF	\$6,650
3.10	Future Bathroom Structure (N.I.C. - See Civil Plans for utility stubs)	\$0.00	1 EA	\$0
4.00	Reclaimed Tree Log/Nature Play Feature			\$116,000
4.01	Reclaimed Tree Stumps (allocated)	\$400.00	15 EA	\$6,000
4.02	Log Crawl and Tunnel (allocated)	\$50,000.00	1 EA	\$50,000
4.03	Tree Logs (18' - 25' length) (part of Nature Play feature) (allocated)	\$50,000.00	1 EA	\$50,000
4.04	Net Climber (part of Nature Play feature, allocated)	\$5,000.00	2 EA	\$10,000
5.00	2-5 Y.O. Play Area			\$33,277
5.01	Reclaimed Tree Stumps (allocated)	\$400.00	10 EA	\$4,000
5.02	Reclaimed Tunnel Log (IC Wood)	\$1,500.00	1 EA	\$1,500
5.03	Rhapsody Warble Chimes (Landscape Structures-\$5740+\$1722)	\$7,462.00	1 EA	\$7,462
5.04	Saddle Spinner (16", Landscape Structures-\$975+\$295)	\$1,270.00	1 EA	\$1,270
5.05	Smart Play : Motion 2-5 (Landscape Structures-\$14650+\$4395)	\$19,045.00	1 EA	\$19,045
6.00	5-12 Y.O. Play Area			\$38,740
6.01	Arch Swing Double (Elephant Play-\$17000+\$5100) (incl. 1/2 cost of freight)	\$22,100.00	1 EA	\$22,100
6.02	Rotating Dish (Elephant Play-\$12800+\$3840) (incl. 1/2 cost of freight)	\$16,640.00	1 EA	\$16,640
7.00	Slide / Climbing Wall Play Feature			\$206,545
7.01	Rock Scramble (part of Slide/Climbing Wall feature) (allocated)	\$15,000.00	1 EA	\$15,000
7.02	Railing (simple stell, powder coated) (allocated)	\$10,000.00	1 LF	\$10,000
7.03	Wall (concrete wall)	\$60.00	820 SFF	\$49,200
7.04	Lightweight Fill (part of Slide/Climbing Wall feature) (allocated)	\$10,000.00	1 EA	\$10,000
7.05	Climbing Wall - High Detail (IDS (part of Slide/Climbing Wall feature))	\$53,600.00	1 EA	\$53,600
7.06	Climbing Wall - Low Detail (IDS (part of Slide/Climbing Wall feature))	\$9,900.00	1 EA	\$9,900
7.07	Wing Wall - Low Detail (part of Slide/Climbing Wall feature)	\$24,145.00	1 EA	\$24,145
7.08	Poured-In-Place Safety Surfacing (incl. concrete subbase) (part of S./C. Wall Play Feature)	\$25.00	400 SF	\$10,000
7.09	Travel and Logistics (IDS (part of Slide/Climbing Wall Play Feature))	\$24,700.00	1 EA	\$24,700
8.00	Water Course Play Feature			\$52,500
8.01	Concrete Water Course (2' wide) (part of Water Course Play Feature) (allocated)	\$25,000.00	1 LS	\$25,000
8.02	Concrete Water Course Crossing (stone) (part of Water Course Play Feature) (allocated)	\$1,000.00	1 EA	\$1,000
8.03	Child Safe Playground Pump (Bison Pumps + \$1k install) (part of Water Course Play Feature)	\$4,000.00	1 EA	\$4,000
8.04	Basalt Column - varied heights (allocated)	\$500.00	45 EA	\$22,500
9.00	Landscape Plantings			\$161,646
9.01	Shade Trees (2.5" / 3.0" cal.)	\$350.00	31 EA	\$10,850
9.02	Ornamental Trees (10' height, multi-stem)	\$500.00	15 EA	\$7,500
9.03	Evergreen Trees (8'/10'/12' height - 50% / 30% / 20%)	\$375.00	24 EA	\$9,000
9.04	Specimen Shrub Planting (incl. plants, fabric, soil amendment)	\$150.00	25 EA	\$3,750
9.05	Shrub Planting (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	4,336 SF	\$21,680
9.06	Shrub Planting - Matrix 2 (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	4,625 SF	\$23,125
9.07	Shrub Planting Drip Irrigation	\$0.60	4,625 SF	\$2,775
9.08	Perennial/Groundcover Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	0 SF	\$0
9.09	Perennial/Groundcover Planting Spray Irrigation	\$1.25	0 SF	\$0
9.10	Natural / Native Understory	\$3.50	6,866 SF	\$24,031
9.11	Grass Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	0 SF	\$0
9.12	Grass Planting Spray Irrigation	\$1.25	0 SF	\$0

9.13	Manicured Turf Lawn (incl. sod, soil amendment)	\$2.00	17,980 SF	\$35,960
9.14	Manicured Turf Lawn Spray Rotor Irrigation	\$1.25	17,980 SF	\$22,475
9.15	Landscape Edger (6" concrete)	\$5.00	100 LF	\$500
10.00	Lighting/Electrical			\$32,000
10.01	Light Bollards (Kim Lighting SL1-\$900+\$300)	\$1,200.00	20 EA	\$24,000
10.02	Electrical (allocated)	\$8,000.00	1 LS	\$8,000
Sub-Total				\$975,113
Sales Tax		8.6%		\$83,860
Sub-Total with Tax				\$1,058,973
CONTINGENCY		10.0%		\$105,897
ONE ACRE PARK ESTIMATED COST				\$1,164,870
ONE ACRE PARK ESTIMATED COST/SF (43,560 sf)				\$26.74

*No utilities, civil improvements, or overlot grading are included in the above cost

**allocated 30% install cost for all play features and site furnishings

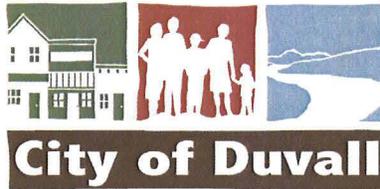
Alternate/Upgrade Items - Cost to Add				
	BearSaver CE132-CH Trash Recptacle, Forest Brown Texture (BearSaver-\$900+\$100)	\$250.00	4 EA	\$1,000
	Creative Pipe Letter Bench "C" (Creative Pipe-\$0+\$0)	\$0.00	1 EA	\$0
	Poligon DB99 Shade Shelter (Poligon-\$0+\$0)	\$0.00	1 EA	\$0

WALDEN AT BIG ROCK - TWO ACRE PARK

8/9/2017

	ITEM	UNIT COST	QTY.	COST
1.00	Site Prep			\$20,576
1.01	Demolition/Removals (assumed)	\$5,000.00	1 EA	\$5,000
1.02	Clearing & Grubbing (80% of site)	\$0.08	69,696 SF	\$5,576
1.03	Erosion Control (assumed)	\$10,000.00	1 EA	\$10,000
2.00	Hardscape			\$287,222
2.01	Concrete Walk (6' wide)	\$7.00	7,222 SF	\$50,554
2.02	Concrete Walk - 4A (4' wide)	\$7.00	802 SF	\$5,614
2.03	Concrete Walk - 4B (4' wide)	\$7.00	1,339 SF	\$9,373
2.05	Plaza Pavement (colored, stamped/finished concrete)	\$12.00	2,372 SF	\$28,464
2.06	Concrete Play Court	\$8.00	2,500 SF	\$20,000
2.07	Concrete Curb Wall at Play Surface	\$50.00	42 LF	\$2,100
2.08	Concrete Thickened Edge (Poured-in-Place)	\$35.00	234 SF	\$8,190
2.09	Poured-in-Place Safety Surfacing (incl. concrete subbase)	\$25.00	3,230 SF	\$80,750
2.10	Grass Pavers	\$4.50	840 SF	\$3,780
2.11	Soft Surface Trail (4' wide)	\$8.00	1,943 SF	\$15,544
2.12	Stairs (concrete, 6" risers, with concrete cheek wall)	\$80.00	140 LF	\$11,200
2.13	Wall (white cement, 18" ht. concrete seatwall)	\$95.00	300 LF	\$28,500
2.14	Wall (concrete retaining/seat wall, 18"-30")	\$95.00	34 LF	\$3,230
2.15	Wall (rockery wall, west property line)	\$35.00	313 SFF	\$10,955
2.16	Wall (concrete, with signage/monumentation, 4' height)	\$38.00	236 SFF	\$8,968
3.00	Site Structures & Furniture			\$50,550
3.01	Park Signage (allocated)	\$5,000.00	2 EA	\$10,000
3.02	Arches Single Bike Rack, Direct Bury (Landscape Structures-\$135+\$40)	\$175.00	6 EA	\$1,050
3.03	Maclyn Trash Receptacle (Playworld-\$600+\$150)	\$750.00	6 EA	\$4,500
3.04	Shade Structure (Icon Structures - Craftsman Gable 20'x24'-\$25k+\$8k+\$2k Shipping)	\$35,000.00	1 EA	\$35,000
4.00	Play Equipment			\$42,365
4.01	Basketball Hoop (Gametime Offset Gooseneck, White Backboard, Double Rim-\$1500+\$450)	\$1,950.00	1 EA	\$1,950
4.02	Zip Krooz (Single, Standard, 66') (Landscape Structures-\$13,665+\$4,100+\$2k shipping)	\$19,765.00	1 EA	\$19,765
4.03	Play Feature (PlayWorld Play Cubes 7.0-\$14350+\$4300+\$2k shipping)	\$20,650.00	1 EA	\$20,650
5.00	Landscape Planting			\$318,049
5.01	Shade Trees (2.5" / 3.0" cal.)	\$350.00	47 EA	\$16,450
5.02	Ornamental Trees (10' height, multi-stem)	\$500.00	29 EA	\$14,500
5.03	Evergreen Trees (8'/10'/12' height - 50% / 30% / 20%)	\$375.00	147 EA	\$55,125
5.04	Specimen Shrub Planting (incl. plants, fabric, soil amendment)	\$150.00	100 EA	\$15,000
5.05	Shrub Planting (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	7,000 SF	\$35,000
5.06	Shrub Planting - Matrix 2 (5 gal.) (incl. plants, fabric, soil amendment)	\$5.00	956 SF	\$4,780
5.07	Shrub Planting Drip Irrigation	\$0.60	7,956 SF	\$4,774
5.08	Perennial/Groundcover Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	3,725 SF	\$14,900
5.09	Perennial/Groundcover Planting Spray Irrigation	\$1.25	3,725 SF	\$4,656
5.10	Grass Plantings (1 gal.) (incl. plants, fabric, soil amendment)	\$4.00	5,215 SF	\$20,860
5.11	Grass Planting Spray Irrigation	\$1.25	5,215 SF	\$6,519
5.12	Manicured Grass Lawn (incl. sod, soil amendment)	\$2.00	37,931 SF	\$75,862
5.13	Manicured Grass Lawn Spray Rotor Irrigation	\$1.25	37,931 SF	\$47,414
5.14	Landscape Edger (6" concrete)	\$5.00	442 LF	\$2,210
6.00	Electrical/Lighting			\$49,960
6.01	Light Bollards (Kim Lighting SL1-\$900+\$270)	\$1,170.00	30 EA	\$35,100
6.02	Step Lights (Kim Lighting KLV807-\$200+\$60)	\$260.00	11 EA	\$2,860
6.03	Play Court Lighting (Ligman Lighting (Odessa Cluster Column-\$0+\$0)	\$0.00	2 EA	\$0
6.04	Electrical (assumed)	\$12,000.00	1 LS	\$12,000
	Sub-Total			\$768,722
	Sales Tax	8.6%		\$66,110
	Sub-Total with Tax			\$834,832
	CONTINGENCY	10.0%		\$83,483
	TWO ACRE PARK ESTIMATED COST			\$918,315
	TWO ACRE PARK ESTIMATED COST/SF (87,120 sf)			\$10.54

*No utilities, civil improvements, or fine grading are included in the above cost



April 16, 2012

Marsha Martin
CamWest Development LLC
9720 NE 120th Place, Suite 100
Kirkland, WA 98034

RE: City of Duvall/Wonderland Holdings/Toll Development Agreement

Dear Marsha,

Enclosed please find three signed original Development Agreements. I have notarized Mayor Ibershof's signature. Would you please return one signed original to me after it has been signed and notarized by your parties.

Thank you.

Sincerely,

A handwritten signature in blue ink, reading 'Jodee Schwinn', is placed above the typed name.

Jodee Schwinn
City Clerk
City of Duvall

cc: file

Public Hearing (3-22-12)
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DUVALL, WONDERLAND HOLDINGS, LLC AND TOLL WA LP

Pursuant to the authority granted by RCW 36.70B.170 through .210, the City of Duvall, an Optional Municipal Code City ("City"), Wonderland Holdings LLC, a Washington limited liability company ("Wonderland"), and Toll WA LP, a Washington limited partnership ("Toll") enter into the following agreement ("Development Agreement") dated March 22, 2012 to govern the development and use of that real property described on **Exhibits A-2** and **B-2** hereto. The City, Wonderland and Toll are also referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A.** Wonderland owns certain real property located within the City of Duvall consisting of two parcels which are more fully described on **Exhibit A-1** attached hereto and incorporated herein. After recording of Ordinance 1119 (vacation of 3rd Ave. NE) and associated boundary line adjustment the Wonderland property will consist of two parcels totaling approximately 19.02 acres, which are more fully described on **Exhibit A-2** attached hereto and incorporated herein and depicted on **Exhibits C-1** and **C-2** attached hereto and incorporated herein. The Wonderland property as described on **Exhibit A-2** and depicted on **Exhibits C-1** and **C-2** is referred to herein as the "Wonderland Property" and is the property that is subject to this Development Agreement. The Wonderland Property is zoned Mixed-Use 12 ("MU-12").
- B.** Toll is the successor in interest to CamWest Duvall LLC ("CamWest"), a Washington limited liability company, as owner of certain real property located within the City of Duvall consisting of one parcel which is more fully described on **Exhibit B-1** attached hereto and incorporated herein. After recording of Ordinance 1119 (vacation of 3rd Ave. NE) and associated boundary line adjustment the Toll property will consist of one parcel totaling approximately 3.09 acres, which is more fully described and depicted on **Exhibit B-2** attached hereto and incorporated herein and depicted on **Exhibits C-1** and **C-2**. The Toll property as described on **Exhibit B-2** and depicted on **Exhibits C-1** and **C-2** is referred to herein as the "Toll Property" and is the property that is subject to this Development Agreement. The Toll Property is zoned R-12 and MU-12.
- C.** The Wonderland Property and the Toll Property collectively are referred to as Duvall Urban Village Division I or DUV I.
- D.** Wonderland and CamWest submitted a complete application to the City for preliminary plat approval for DUV I on December 22, 2008 (the "Preliminary Plat") which set out commercial and residential lots, open space/recreation tracts and a park to be developed as part of DUV I and which included a conceptual master plan dividing the development into seven phases. The Preliminary Plat was approved on June 16, 2010. In order to make it economically viable to develop DUV I, Wonderland and Toll wish to record the final plat ("Final Plat") in phases over the term of this Development Agreement as set out generally in the Preliminary Plat application and more fully in this Development Agreement.
- E.** DMC 14.18.060 requires that a development agreement be approved by the City if a developer proposes development of the commercial portions of property zoned MU-12 in phases. RCW 36.70B.170-.210 authorizes cities to enter into development agreements.
- F.** CamWest entered into a Development Agreement with the City dated December 14, 2007 to develop certain real property then owned or controlled by CamWest located to the east of the

proposed DUV I. The property is now owned or controlled by Toll WA LP and is referred to herein as the Toll Development. The Development Agreement for that property is referred to herein as the Toll Development Agreement. The Toll Development property and other properties were annexed to the City on August 9, 2007. Prior to the annexation CamWest and the City entered into a Pre-Annexation Agreement. The Pre-Annexation Agreement and the Toll Development Agreement created certain obligations to construct infrastructure improvements, including the construction of 3rd Avenue improvements in either its former or current right-of-way alignment, and the construction of 2.9 acres of park. Toll as successor in interest to CamWest must file and obtain approval of an amendment to the Toll Development Agreement because property subject to the Toll Development Agreement is located within DUV I, and DUV I provides for development of a one (1) acre park intended to satisfy a portion of the park obligations of the Toll Development Agreement. Toll, as successor in interest to CamWest, is currently in the process of preparing a preliminary plat application for the Toll Development for submittal to the City.

- G. The Preliminary Plat for DUV I depicts the 3rd Avenue right-of-way in an alignment to the west of its original location. The City approved the vacation of that portion of the 3rd Avenue right-of-way adjacent to the Preliminary Plat in Ordinance 1119 and in consideration for such vacation Wonderland, Toll and CamWest will dedicate right-of-way to the City for 3rd Avenue in the alignment generally set out in the Preliminary Plat.
- H. Wonderland and Toll wish to vest development of the Wonderland Property and the Toll Property as allowed by RCW 36.70B.180 to the comprehensive plan policies, zoning and other applicable standards and regulations for the term of this Development Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, benefits and obligations set forth herein, the City, Wonderland and Toll enter into the following Development Agreement:

1. TERM AND VESTING

1.1 Term. The term of this Development Agreement shall be twelve (12) years commencing from the date of execution by all Parties. Extensions may be granted by the City Council if agreed upon by both Parties.

1.2 Vesting to Regulations and Standards. Except as otherwise provided herein, this Development Agreement, and all substantive zoning, building and development regulations and standards set out in the 2006 Comprehensive Plan and amendments thereto, the Duvall Municipal Code ("DMC"), including but not limited to the Uniform Development Regulations adopted in DMC Title 14, the Development Design Standards (July 2007 Update), the 2005 King County Surface Water Design Manual, the November 2008 Park, Trails and Open Space Plan, and the transportation concurrency regulations, SEPA regulations and substantive SEPA policies, and other applicable standards and regulations, laws, ordinances and policies governing land development (cumulatively referred to as "Plans, Regulations and Standards") in effect as of the date of the submittal of the complete Preliminary Plat application (December 22, 2008 or "Vesting Date") shall govern the development of the Wonderland Property and the Toll Property so long as any application required for development (including site plan review approval or if that process is no longer used, the equivalent review process at the time of development and building permit applications) is filed during the term of this Development Agreement. Except as otherwise provided herein, or by county, state or federally mandated laws preempting the City's authority to vest regulations under this Agreement, and excluding impact fees, general facilities charges, revisions to permit processing fees and plan review fees, and procedural regulations and changes thereto, any amendments or additions made during the term of this Development Agreement to the Plans, Regulations and Standards shall not apply to or affect the conditions of development of the Wonderland Property and the Toll Property; provided that pursuant to RCW 36.70B.170(4) the City reserves authority to impose new or different officially adopted regulations of general applicability, but only if, and to the

extent required by a serious threat to public health and safety, as reasonably determined by the Duvall City Council after notice and an opportunity to be heard has been provided to Wonderland and Toll; and, provided further, that the Parties may mutually agree to the application of subsequently adopted Plans, Regulations and Standards.

2. PHASED RECORDING OF FINAL PLAT

2.1 Recording of Final Plat in Phases. The approved Preliminary Plat includes (74) seventy-four single family lots, (5) five lots to be developed with (101) one-hundred-one condominiums or other multifamily units, (1) one lot to be developed with (6) six live-work units, (4) four commercial lots, two Native Growth Protection Area tracts, and a park lot which will be improved and dedicated to the City. Wonderland and Toll contemplate the development of DUV I in phases. In order to create an economically viable project, the Parties agree that the Final Plat may be recorded in phases over the term of this Development Agreement as generally set out in **Exhibit D-1** (the "Phasing Plan") and depicted on **Exhibit D-2** ("Phasing Map") attached hereto and incorporated herein. The Parties acknowledge that the order of development of the phases will be based on market conditions and other factors, many of which may be beyond the control of the Parties. During the term of this Development Agreement a Final Plat may be approved for any phase or combination of phases in any order, provided that the conditions for Final Plat approval applicable to that phase as set out in the Preliminary Plat approval and the provisions of this Development Agreement have been met.

2.2 Completion of Improvements in Accordance with Phasing Plan. In order to obtain Final Plat approval for a phase or phases, the road and utility infrastructure associated with that phase, as set out in the Phasing Plan and the Phasing Map, must be completed and applicable fees due at Final Plat paid to the City for that phase(s).

2.3 Preliminary Plat Approval Valid for Term of Development Agreement. The Preliminary Plat approval issued on June 16, 2010 shall be valid for a period that is co-terminus with the twelve year term of this Development Agreement. Extensions may be granted by the City Council if agreed upon by both Parties.

2.4 Minor Modifications to Phasing Plan and Phasing Map. In order to provide for flexibility, minor modifications may be made to the Phasing Plan and Phasing Map prior to Final Plat approval for any phase(s) that has not yet received Final Plat approval, including modifications to phasing boundaries. Such changes under this paragraph 2.4 shall relate only to the Phasing Plan and Phasing Map and not the Preliminary Plat approval. If a change in phase boundaries is proposed, the associated infrastructure (streets, sidewalks, utilities etc.) to be constructed for the revised phase for Final Plat approval shall be adequate to support the revised phase. Minor modifications, including a proposed modification of phasing boundary lines, shall be approved administratively.

3. RESIDENTIAL DEVELOPMENT IN MU-12 AND R-12

3.1 Maximum and Minimum Density. The maximum allowed residential density for DUV I is two-hundred-six (206) residential units, provided that residential units constructed above ground floor commercial that otherwise meet applicable Duvall Municipal Code requirements are not counted towards maximum density. The minimum allowed residential density for DUV I is one-hundred forty-three (143) units. Sixty per cent (60%) of the residential units in the MU-12 zone must be attached. The Preliminary Plat approves one-hundred-eighty-one (181) residential units seventy-four (74) single family lots which will be developed with a mix of attached and detached dwelling units, five (5) lots to be developed with one-hundred-one (101) attached condominiums or other multi-family units and one (1) lot to be developed with six (6) live-work dwelling units. The precise number and types of attached and detached residential dwelling units will be determined during the development review process, subject to the conditions of Preliminary Plat approval, the required percentage of attached units and

compliance with minimum and maximum density requirements.

3.2 Condominium/Multi-family Lots. Condominiums or other multi-family development proposed for Lots 3, 80 and 82-84 (as numbered on the approved Preliminary Plat) will require review through the site plan review process set out in DMC 14.62. In the event that Wonderland wishes to create additional single family lots on those lots for which condominium or other multi-family development is now contemplated, they shall be required to submit and obtain approval of a subdivision application. Such development must maintain the overall project's MU-12 sixty per cent attached unit requirement and minimum density requirements. Any such applications filed during the term of this Development Agreement shall vest to and be considered under the laws and regulations in effect as of the Vesting Date, except as otherwise provided in paragraph 1.1 herein. When reviewing any such application, the City will not impose conditions different from those set out in the conditions of the Preliminary Plat approval, except and only to the extent necessary to address an impact(s) not addressed as part of the Preliminary Plat approval process.

4. COMMERCIAL DEVELOPMENT IN MU-12

4.1 Commercial and Mixed Use Development. The approved Preliminary Plat provides for the creation of four commercial lots (Lots 1, 2 4 and 5) for the development of office, commercial, retail and/or mixed uses. In addition, one lot (Lot 81) is proposed for development with six live-work units. Wonderland will develop the commercial and live-work lots through the site plan review process. Wonderland will submit an application for at least one (1) mixed use building (defined as a building with two or more uses, including live-work units if the live-work units are subject to a recorded covenant on the face of the plat limiting the ground floor to office or other commercial uses) or other commercial building within five years after the Final Plat recording of the first phase of residential development, unless market conditions warrant an extension to ensure successful commercial development in which case the City Council is authorized to modify the timing for development of the mixed use and/or commercial building. Upon approval of all permits for the mixed use or commercial building, construction shall commence within the time period set out in the City's code after applicable permits for such a building are issued. Wonderland shall construct a minimum of fifty thousand square feet (50,000 SF) of office or other commercial uses on the four commercial lots and Lot 81. Each Lot shall have a minimum square footage of office or other commercial uses as follows: Lot 1 - 7,000 SF; Lot 2 - 16,338 SF; Lot 4 - 7,699 SF; Lot 5 - 16,750 SF; and Lot 81 - 2,213 SF. Provided that the minimum commercial square footage required in aggregate has been met (i.e., 50,000 square feet) on developed lots, then the minimum square footages on any remaining undeveloped lots (as set out above) shall not apply provided that the minimum square footage required by Code on each undeveloped lot is met. Furthermore, if Wonderland wishes to reallocate the minimum square footage on any lots as set forth above, Wonderland may submit a request for such modification to the City Council for approval, provided that the minimum commercial square footage required per lot by the Code is met.

5. SEPA PROCESS

5.1 SEPA Threshold Determination and Studies. A SEPA threshold determination was made as part of the Preliminary Plat review process based upon the reports and studies submitted as part of the application. Those reports and studies address sensitive areas, transportation (including analysis of full build-out of the Wonderland and Toll Properties), and a water system analysis for the development area. At the time of submission of site plan permit application for a multi-family, mixed multi-family-single family or commercial development phase of DUV I an environmental checklist will be submitted. The threshold determination shall adopt or incorporate the applicable portions of the MDNS issued for the Preliminary Plat. New MDNS conditions shall be included only to mitigate new environmental impacts not previously analyzed and mitigated by the Preliminary Plat MDNS and conditions of approval. Updates to reports submitted as part of the Preliminary Plat and new reports will be required only to the extent required to address potential environmental impacts not addressed

in the Preliminary Plat process or prior site plan and plat environmental review for the commercial and multi-family lots.

6. AFFORDABLE HOUSING

6.1 Affordable Housing Requirements. Wonderland agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of the King County Median Income in the Duvall Urban Village Division I development. "King County Median Income" means the income level for King County as defined in the annual Housing Assistance Plan issued by the King County Department of Community and Human Services. Specific median income levels vary according to household size. In the event that King County stops issuing the Housing Assistance Plan, the City and Wonderland will mutually select an alternative standard for determining "median income". Such housing units may be multi-family units or single family units, and for-sale or for-rent, at Wonderland's discretion. These housing units shall be scattered throughout the development, provided that up to three (3) units may be located in any one phase in order to allow for the flexibility to design and construct the units in a manner which maximizes their affordability. Prior to the sale or rental of any affordable units Wonderland will work with the City to develop a mutually acceptable system for assuring that such units are sold or rented as affordable units for at least twenty years after occupancy.

7. TRANSPORTATION IMPROVEMENTS, IMPACT FEES AND IMPACT FEE CREDITS

7.1 Timing of Road Improvements. The nature, scope and timing of construction of transportation improvements shall be in accordance with the conditions of Preliminary Plat approval, the Phasing Plan set out in **Exhibit D-1** and as set out herein. The improvements to Big Rock Road, 3rd Avenue, Old Big Rock Road adjacent to commercial lot 1 (as depicted on the Preliminary Plat drawings) and the roads internal to the Preliminary Plat shall be constructed prior to final plat approval for the phase in which such improvements are required by the Phasing Plan, or a security shall be provided to the City in accordance with the DMC 14.66.080. Wonderland shall satisfy all conditions relating to all other Old Big Rock Road improvements by making a payment to the City as provided herein and it shall become the responsibility of the City to construct such improvements. Except as set forth below with respect to Phases B and F, Wonderland shall pay the City the sum of one hundred seventy five thousand dollars (\$175,000.00) ("OBRR Payment") within ten (10) business days after the issuance of the certificate of occupancy for the one-hundred-twenty-fifth (125th) residential dwelling unit. Each single family detached home, attached home and each unit within a multi-family building shall be counted as one residential unit. If Wonderland fails to make the required payment when due, the City shall not issue any additional certificates of occupancy for residential units until such payment has been made. If Phases B and/or F are proposed for final plat prior to the issuance of a certificate of occupancy for the 125th residential unit, Wonderland shall make an OBRR Payment to the City in the amount of \$75,000. Such payment shall be a condition of the City's issuance of final plat approval for Phases B and F if they are jointly submitted for final plat approval at the same time and if submitted separately shall be a condition of final plat approval for the first of those two phases. Such payment shall satisfy all requirements of DMC 14.66.080 for the final plat for both Phase B and Phase F. The remaining OBRR Payment of \$100,000.00 shall be made to the City within ten (10) business days after the issuance of the certificate of occupancy for the 125th residential dwelling unit. If Wonderland fails to make the required payment to the City, the City shall not issue any additional certificates of occupancy for residential units until such payment has been made. The OBRR Payment shall be adjusted at the time the OBRR Payment is due based upon the percentage increase in the Consumer Price Index for All Urban Consumers Seattle-Tacoma-Bremerton – All Items ("CPI") for the period nearest to the date of this Agreement ("Base Period") and the CPI for the period nearest to the date the OBRR Payment is due ("Payment Period"). For example, if the CPI for the Base Period is 225 and the CPI for the Payment Period is 240, the percentage increase to be applied to the OBRR Payment then due is 6.7% (rounded to the nearest tenth of a per cent) calculated as follows:

CPI Base Period	= 225
CPI Payment Period	= 240
Index Point Change	= 15
% Change	= 6.66% $[(15 \div 225) \times (100) = 6.66]$ rounded to 6.7%

7.2 3rd Avenue Relocation. The Preliminary Plat provides for realigning 3rd Avenue to the west of its original location. The City approved vacation of that portion of the 3rd Avenue right-of-way abutting DUV I in Ordinance 1119 and in consideration for such vacation Wonderland and Toll will dedicate right-of-way for 3rd Avenue in the new alignment as generally set out in the Preliminary Plat.

7.3 Party Responsible for Constructing Road Improvements. Wonderland and Toll shall jointly be responsible for the construction of the realigned 3rd Avenue road improvements. All other road improvements in any given phase shall be the responsibility of the Party or Parties seeking Final Plat Approval for that phase in accordance with the requirements of the Phasing Plan set out in **Exhibit D-1**.

7.4 Payment of Transportation Impact Fees. Transportation impact fees shall be paid at the time of building permit issuance for each single family housing unit, each multi-family building and each commercial building. The amount of the fee per single family unit, per multi-family building and per commercial building shall be the applicable amount set out in the impact fee schedule in effect at the time of building permit issuance for the unit or building, subject to the impact fee credit provisions of paragraph 7.5.

7.5 Transportation Impact Fee Credits. Pursuant to State law and the City's Code, a credit shall be applied against transportation impact fees for the value of land dedicated and costs incurred to improve or construct a road identified in the City's capital facilities plan if the improvement is required as a condition of a development approval. The approval for DUV I is conditioned upon the construction of three road improvements identified on the City's capital facilities plan - 3rd Avenue, 2nd Avenue and Big Rock Road. The Pre-Annexation Agreement and the Toll Development Agreement also require the construction of 3rd Avenue as a condition of building the Toll Development. Transportation impact fees are paid at the time of issuance of a building permit and transportation impact fee credits may only be applied as an offset to transportation impact fees at the time of payment of the fees. Transportation impact fee credits for 3rd Avenue, 2nd Avenue and Big Rock Road shall be calculated and applied as set forth in subparagraphs 7.5.1 through 7.5.10. The Toll Development shall be eligible for impact fee credits as set out below after approval of a preliminary plat, binding site plan or boundary line adjustment for the Toll Development as these two projects share the improvement obligation and current ownership of the adjacent properties.

7.5.1 Costs Eligible for Impact Fee Credits. At the time of payment of transportation impact fees a credit shall be applied as an offset for the eligible costs ("Eligible Costs") incurred and paid for the design and construction of 3rd Avenue, 2nd Avenue and Big Rock Road transportation improvements ("Improvement" or collectively "Improvements") as set out in subparagraphs 7.5.2 through 7.5.10 below. Eligible Costs shall include design and engineering costs for the road (curb, gutter, sidewalk, landscape strip, road/sidewalk storm drainage and lighting); and construction costs (the costs of grading, soil import/export, roadbed preparation/paving, road/sidewalk storm drainage and the portion of the detention facilities serving the Improvements, landscaping; irrigation and street lighting). Eligible Costs shall also include the value of property dedication required for construction of the Improvements for 2nd Avenue, and for the value of property dedication required for construction of the Big Rock Road Improvements. Eligible Costs shall not include the value of that portion of 3rd Avenue dedicated to the City by Wonderland and Toll as consideration for the vacation of the existing 3rd Avenue right-of-way, but shall include the value of any additional right-of-way acquisition if needed to construct the 3rd Avenue Improvements. The amount of Eligible Costs shall be based on invoices or other cost documents and the value of dedicated land shall be based upon a

valuation of \$15 per square foot as set out in **Exhibit E** attached hereto and incorporated herein. Separate records shall be kept for each Improvement and such records shall be provided to the City on a quarterly basis. No credit shall be given for right-of-way dedication and unit costs in excess of those amounts set out in **Exhibit E** attached hereto and incorporated herein, except to account for annual inflation for the period between 2009 and the date such Eligible Costs were incurred.

7.5.2 2nd Avenue. In accordance with the Preliminary Plat approval, if 2nd Avenue is removed from the City's TIP and the road stub connection to the north is not required, then there shall be no impact fee credit for 2nd Avenue and Wonderland shall be allowed an additional lot.

7.5.3 Percentage of Eligible Costs allowed for Credit. Impact fee credits for Eligible Costs shall be applied in accordance with the City's 2009 transportation impact fee methodology as set out in **Exhibit E** in the percentages set out below.

(i) A credit of seventy-six percent (76%) shall be given for Eligible Costs incurred for 3rd Avenue within the right-of-way dedicated to the City as part of the vacation of the existing 3rd Avenue right-of-way. There is an excess of 8,802 square feet of right-of-way being vacated to the applicant and the value of the excess 8,802 square feet will be subtracted from the total credit available for the 3rd Avenue NE improvements.

(ii) A credit of twenty-one percent (21%) shall be given for Eligible Costs incurred for that portion of Big Rock Road directly abutting the Duvall Urban Village Division I property.

(iii) A credit of the eighty-three percent (83%) shall be given for Eligible Costs incurred for that portion of 2nd Avenue within the Duvall Urban Village Division I property.

(iv) A credit of one-hundred (100%) shall be given for Eligible Costs incurred to design and construct any part of the 2nd Avenue and Big Rock Road Improvements that do not directly abut the Duvall Urban Village Division I property ("Off-Site Improvements"), including the costs to acquire additional right-of-way if needed to construct those Improvements. A credit of one-hundred (100%) shall also be given for Eligible Costs incurred for any part of 3rd Avenue located outside of the proposed project boundaries, including the cost to acquire additional right-of-way if needed to construct the Improvements.

7.5.4 Commencement of Transportation Impact Fee Credits. Transportation impact fee credits for Eligible Costs incurred and paid for are "earned" commencing from the date construction drawings have been approved by the City for an Improvement to be constructed as part of a phase (as set out in the Phasing Plan) and may be applied to offset transportation impact fee payments made after that date as set out in paragraphs 7.5.5 through 7.5.7. In no event shall transportation impact fee credits exceed the amount of transportation impact fees owing as provided herein. Transportation impact fee credits shall be available as provided herein until the Improvements have been fully constructed and all impact fee credits for Eligible Costs have been fully expended.

7.5.5 Allocation of Available Credits for 2nd Avenue and Big Rock Road Improvements. Only Wonderland and its successors in interest in Phases A, B, C, D, F and G are entitled to transportation impact fee credits for Eligible Costs for the 2nd Avenue and Big Rock Road Improvements to offset impact fees owing for those Phases. No credits may be transferred to property outside of DUV I. The impact fee credits shall be applied as an offset to transportation impact fees paid at the time of issuance of a building permit (in the order received) for those Phases until such time as all available credits for Eligible Costs for those Improvements have been utilized.

7.5.6 Allocation of Available Credits for 3rd Avenue Improvements. Both Wonderland and Toll are entitled to fifty percent (50%) each of the transportation impact fee credits for

Eligible Costs for the 3rd Avenue Improvements. Transportation impact fee credits for 3rd Avenue may only be used to offset transportation impact fees paid for DUV I and the Toll Development and shall be applied as follows:

(i) Fifty percent (50%) of transportation impact fee credits for the Eligible Costs for the 3rd Avenue Improvements shall be allocated to Wonderland and its successors in interest, if any, for Lots 1-5 and 24-84 (as numbered on the approved Preliminary Plat). The impact fee credits shall be applied as an offset to transportation impact fees paid at the time of issuance of a building permit (in the order received) for those Lots until such time as all available credits for Eligible Costs for those Improvements have been utilized.

(ii) Fifty percent (50%) of transportation impact fee credits for the Eligible Costs for the 3rd Avenue Improvements shall be allocated to Toll for Lots 6-23 (as numbered on the approved Preliminary Plat) and to the future Toll Development which is also subject to an obligation to construct the 3rd Avenue Improvements, as set out in the Toll Development Agreement and Pre-Annexation Agreement. The impact fee credits available to Toll shall be applied as an offset to transportation impact fees paid at the time of issuance of a building permit (in the order received) for Lots 6-23 of DUV I and the Toll Development, as described in the Toll Development Agreement (excluding the lot to be conveyed to the City unless such lot is acquired by or re-conveyed to Toll or a successor in interest in the Toll Development property) and any amendment thereto, until such time as all available credits for Eligible Costs for the 3rd Avenue Improvements have been utilized.

7.5.7 Reallocation of Impact Fee Credits. Wonderland and/or Toll, and their successors and assigns may jointly request that the City Council approve a reallocation of the percentage of their respective impact fee credits by jointly submitting the reallocation formula to the City in writing, provided that the credits attributable to the 2nd Avenue and Big Rock Improvements may only be used to offset DUV I transportation impact fees, and the credits allocated for the 3rd Avenue Improvements may only be used by Wonderland to offset transportation impact fees paid for DUV I and by Toll to offset impact fees paid for DUV I and for the Toll Property. If approved by the City Council the reallocation shall be implemented by the City no later than 30 days after such approval. Any such reallocation shall not be considered an amendment to this Development Agreement, but shall be recorded with King County and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

7.5.8 Recordkeeping by Wonderland and Toll. Accurate records of all Eligible Costs and payments therefore shall be maintained by Wonderland and Toll for each Improvement. Separate records shall be kept for each Improvement. Eligible Costs associated with any offsite portion of an Improvement shall be segregated from costs associated with that part of an Improvement directly abutting the DUV I property. Such records shall be provided to the City on a quarterly basis.

7.5.9 Recordkeeping by the City. The City shall maintain accurate records to reflect Eligible Costs for each road Improvement ("Transportation Impact Fee Credit Accounts"). Eligible Costs associated with any offsite part of an Improvement shall be segregated from Eligible Costs associated with that part of the Improvement directly abutting the DUV I property. The City shall maintain separate records and separate Transportation Impact Fee Credit Accounts for 2nd Avenue and Big Rock Road from which Wonderland and its successors and assigns may draw. There shall be two Transportation Impact Fee Credit Accounts for 3rd Ave. The Wonderland 3rd Ave Transportation Impact Fee Credit Account and the Toll 3rd Ave Transportation Impact Fee Credit Account.

7.5.10 Misapplication of Impact Fee Credits by the City. The City shall use its best efforts to allocate impact fee credits to the proper Party as provided above, but shall have no liability to Wonderland or Toll for credits issued in error unless the City intentionally issues the credit to the wrong Party or was grossly negligent.

8. PARK AND PARK FEES

8.1 Construction of Park. A one acre park to be dedicated to the City upon completion of construction was included in the DUV I Preliminary Plat (Tract 989) as part of Phase E (as depicted on **Exhibit D-2**). The park will be developed by Toll. The park was not counted towards the open space and park requirements of DUV I. A conceptual park design and park amenities have been reviewed by the City and found to be consistent with the City's Parks, Trails and Open Space Plan, including Appendix E ("Park Plan"). A recordable form of the conceptual park design is set out in **Exhibit F-1** and a list of park amenities is set out in **Exhibit F-2** which are attached hereto and incorporated herein. A color copy of the conceptual park design with additional detail is on file with the City. The Parties agree that the final design and improvements to the Tract 989 Park shall be substantially similar to the conceptual park design and amenities set out in **Exhibit F-1** and **Exhibit F-2** and the more detailed copy on file with the City. Because the final design is subject to an additional City review and approval process the Parties agree that although the park shall be substantially similar to the conceptual park design and amenities set out in **Exhibit F-1** and **Exhibit F-2** there must be flexibility on the part of both Parties as to the final design. For example, in order to achieve the design set out in **Exhibit F-1**, the City must grant modifications to the design standards that limit the height and spacing of retaining walls. Other modifications may be required such as allowing grades of 2:1 or 2.5:1 in appropriate areas or allowing angle or head in parking along the park frontage instead of parallel parking. Therefore, the City agrees that it will grant modifications to wall height and grades and such other modifications as are necessary for Toll to achieve the design set out in **Exhibit F-1**. Additionally the City will evaluate the fiscal impacts to the City of owning and maintaining the park amenities. In particular the City will evaluate the fiscal impacts of running and maintaining the water play feature, and, in its discretion, may decide that this amenity should be replaced by an alternative amenity. In the event the City determines that the water play area should be eliminated, an amenity may be substituted provided that the substituted amenity is determined to be feasible for both Parties and the cost does not exceed the cost of the water play area being replaced.

8.1.1 Land Credit if Final Design of Tract 989 Park is Substantially Similar to Conceptual Design. If the final design is substantially similar to **Exhibits F-1** and **F-2** and any revisions thereto as provided in paragraph 8.1 and agreed to by Toll and the City, then Toll shall have fully satisfied its obligations under this paragraph and a one hundred per cent (100%) land credit shall be given towards the 3 one-acre park requirement of the Toll Development Agreement, leaving an obligation to construct 2 one-acre parks in the Toll Development.

8.1.2 Process if Final Design Not Substantially Similar to Conceptual Design. In the event that the Parties do not reach agreement on a final design of the park that is substantially similar to the conceptual design on file with the City and **Exhibits F-1** and **F-2** and revisions thereto as provided in paragraph 8.1, or if an alternative design is presented and the City determines that it fails to comply with the provisions set out herein and it does not provide sufficient amenities to grant a land credit of one hundred per cent (100%) to the Toll Development, the City will so advise Toll and provide Toll with an additional opportunity to revise the design. In the event that the City and Toll still do not agree the City shall determine the land credit to be granted based upon the usability of the park and compliance with the City's Park Plan, including Appendix E thereto and the deficit in amenities as compared to the conceptual design on file with the City and as set out in **Exhibits F-1** and **F-2**. Toll will add up to a maximum of one-half (1/2) of an acre of park contiguous to one of the parks Toll will construct in the Toll Development based upon the City's determination of the deficit in useable amenities. For example, if the City determines that 75% of the Tract 989 park is useable and compliant with the Park Plan and 25% is not compliant, Toll will add one-quarter (1/4) acre to one of the two parks in the Toll Development. If the City determines it is 50% compliant and useable, then Toll will add one-half (1/2) acre to one of the parks in the Toll Development.

8.1.3 Effect of Approval of Park Design. Upon approval of the final design of the park whether under paragraph 8.1.1 or 8.1.2, the inclusion of the Tract 989 park in DUV I will satisfy one (1) acre of the obligation set out in the Toll Development Agreement to construct and dedicate one 2.9 acre park or three one acre parks to the City. If the final park design is substantially similar to **Exhibit F-1** in accordance with paragraph 8.1.1 Toll shall receive a one-hundred per cent land credit, leaving an obligation to construct the remaining park area (two 1-acre parks or one 1.9 acre park) in the Toll Development. If the final design is not substantially similar to **Exhibit F-1** Toll shall be obligated to construct the remaining park area (two 1-acre parks or one 1.9 acre park) on the Toll Development plus any additional acreage that may be required pursuant to paragraph 8.1.2.

8.1.4 Toll Option to Not Develop Tract 989 Park. If Toll develops the Tract 989 Park, Toll shall be solely responsible for the construction of park improvements. If Toll chooses to exercise its option under the preliminary plat approval not to develop Tract 989 as a park, Toll and any successor in interest in Tract 989 shall be entitled to develop Tract 989 with residential and/or other uses allowed in the MU-12 and R-12 zones, subject to the applicable approval process in the City's Code, as provided in the Preliminary Plat approval.

8.2 Park Impact Fees. Park impact fees shall be paid at the time of building permit issuance for each single family housing unit and each multi-family building in accordance with the impact fee schedule in effect at the time of building permit issuance, subject to the impact fee credit provisions of paragraphs 8.3 and 8.4.

8.3 Park Impact Fee Credits. Impact fee credits shall be applied as set out herein to DUV I and the Toll Development. The Toll Development shall be eligible for impact fee credits as set out herein after approval of a preliminary plat, binding site plan or boundary line adjustment for the Toll Development. Toll shall receive a one hundred percent (100%) credit against park impact fees for costs incurred for eligible park improvements ("Eligible Park Improvements") for the Tract 989 park, any additional park constructed in the Toll Development pursuant to paragraph 8.1 hereof, and as provided in the Toll Development Agreement for the parks constructed by Toll in the Toll Development. Except as set forth in paragraph 8.4, Wonderland shall not be entitled to park impact fee credits. Eligible Park Improvements include design costs, grading, top soil, plantings, irrigation facilities, play equipment, courts, picnic areas, trails, structures, walls, fixtures, hardscape improvements, lighting, water play equipment, enhanced parking (e.g. angle or head in), public art, other park amenities, utility stubs and facilities needed to serve the park. No park impact fee credits shall be granted for land costs for the Tract 989 park or road improvements internal to the Duvall Urban Village Division I property used to access Tract 989. Toll or any successor in interest shall maintain accurate records of all costs and payments for Eligible Park Improvements. Park impact fee credits for Eligible Park Improvements incurred and paid for may be used to offset park impact fees commencing from the date that the City has approved the design of the Tract 989 park. Park impact fee credits may be used by Toll to offset impact fees owing for Lots 6-23 of DUV I (as numbered on the approved Preliminary Plat), any other property Toll may acquire within DUV 1, and for the Toll Development as these two projects share the improvement obligation and current ownership of the adjacent properties. No credits may be transferred to property outside of DUV I or the Toll Development. The park impact fee credits shall be applied as an offset to park impact fees paid at the time of issuance of a building permit (in the order received) for Lots 6-23 of DUV I, any other property Toll might acquire in DUV 1, and for single and multi-family residential development in the Toll Development. Park impact fee credits shall be available as provided herein until the Tract 989 park improvements have been fully constructed and all impact fee credits for Eligible Park Improvements have been fully expended. In no event shall park impact fee credits exceed the amount of park impact fees owing as provided herein.

8.4 Wonderland Construction of the Park. Wonderland and Toll may jointly request the City Council to reallocate the impact fee credits attributable to the Tract 989 park in the event that Wonderland constructs some or all of the park. Such reallocation if approved shall be implemented by

the City no later than 30 days after receipt of such notice. Any such reallocation shall not be considered an amendment to this Development Agreement, but shall be recorded with King County and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy. In the event Wonderland constructs some or all of the Eligible Park Improvements, Wonderland shall maintain accurate records of all costs and payments eligible for credit.

8.5 Misapplication of Impact Fee Credits by the City. In the event that Wonderland and Toll advise the City that Wonderland is entitled to some or all of the available park impact fee credits in accordance with paragraph 8.4, the City shall use its best efforts to allocate impact fee credits to the proper Party as provided above. However, the City shall have no liability to Wonderland or Toll for credits issued in error unless the City intentionally issues the credit to the wrong Party or was grossly negligent.

9. OTHER FEES AND CHARGES

9.1 Sewer General Facilities Charges. Sewer general facilities charges shall be paid at the time of Final Plat approval for each development phase consisting of single family lots. The amount paid shall be calculated by multiplying the applicable charge per ERU times the number of single family lots created by that phase. Sewer general facilities charges shall be paid at the time of building permit issuance for each condominium and multi-family building in a development phase that includes condominiums, and for each commercial building in a development phase that includes a commercial building. The amount paid shall be calculated by applying the applicable charge times the ERU for each multi-family building and each commercial building. In the event that a development phase contains a mixture of single family lots, condominium and/or commercial lots the sewer general facilities charge shall be paid at the time of Final Plat approval for the single family lots and at the time of building permit issuance for each condominium and commercial building to be constructed.

9.2 Sewer Equalization Fees. Sewer equalization fees shall be paid at the time of Final Plat approval for each development phase consisting of single family lots, and at site plan approval for each phase consisting of (i) condominiums/other multi-family buildings, (ii) commercial development and (iii) in a development phase that contains a mixture of condominium/multi-family and commercial development. The amount paid shall be calculated by multiplying the fee per gross acre times the number of acres developed in that phase.

9.3 Storm Drainage Area Charges. Storm drainage area charges shall be paid at the time of Final Plat approval for each development phase consisting of single family lots, and at site plan approval for each phase consisting of (i) condominiums/other multi-family buildings, (ii) commercial development and (iii) in a development phase that contains a mixture of condominium/multi-family and commercial development. The amount paid shall be calculated by multiplying the charge per gross acre times the number of acres developed in that phase.

9.4 School Impact Fees. Fifty per cent of school impact fees owing at the time of any Final Plat approval, if any, shall be paid at the time of Final Plat approval for a development phase consisting only of single family lots and the remaining fifty per cent shall be paid at the time of building permit issuance for each single family unit if such impact fees are then owing. All such impact fees shall be computed based upon the impact fee schedule in effect at the time of Final Plat approval. One hundred per cent of school impact fees shall be paid for a condominium building at the time of building permit issuance for each condominium building in a development phase that includes only condominiums based upon the impact fee schedule in effect at the time of Final Plat approval for the condominium lot. In the event that a development phase contains both single family lots and condominium lots, fifty per cent of the school impact fee shall be paid at the time of Final Plat approval for each single family lot created and the remaining fifty per cent fee shall be paid at the time of building permit issuance for each single family unit. One-hundred percent of the impact fees for a

condominium building shall be paid at the time of building permit issuance for each condominium building to be constructed on the condominium lot(s). All such impact fees shall be based upon the impact fee schedule in effect at the time of Final Plat Approval for that development phase

9.5 Water Capital Improvement Charges. Water capital improvement charges shall be paid at the time of issuance of building permits for each single family unit and for each condominium and commercial building.

10. MISCELLANEOUS

10.1 Amendment to Toll Development Agreement. An amendment to the Toll Development Agreement must be submitted and approved no later than (i) the approval of construction drawings for the first phase of DUV I, or (ii) prior to any preliminary plat approval of the Toll Development, whichever occurs first. References to the Toll Development Agreement in this Development Agreement shall be construed to include amendments to the Toll Development Agreement approved by the City Council after the date of approval of this DUV I Development Agreement.

10.2 Construction. The Parties shall cooperate in good faith and in a spirit of cooperation and fair dealing in the interpretation and application of the terms of this Agreement.

10.3 Parties/Authority and Recording. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A complete copy of this Agreement shall be recorded with King County and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

10.4 Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.

10.5 Amendment of Agreement. Except as set forth herein, this Agreement shall only be amended in a writing signed by all Parties and only after approval by the Duvall City Council.

10.6 Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.

10.7 Dispute Resolution. In the event of any dispute between the Parties arising from this Agreement, the Parties will first attempt to resolve the dispute informally. In the event of a dispute that cannot be resolved, the Parties shall then attempt to resolve the dispute through mediation. Any Party may invoke mediation by providing the other Parties with written notice setting forth the Party's claim in detail and explaining the relief requested. The Parties shall attempt to agree on a mutually acceptable mediator during the next thirty days. If agreement is not reached within such time period, any Party may request that the Presiding Judge of the King County Superior Court appoint a mediator. In any mediation action, the Parties shall share equally in the costs of mediation, including the fees of the mediator. In the event that mediation cannot resolve the dispute, the matter shall be submitted to binding arbitration. Any Party may invoke arbitration by providing the other Parties with written notice setting forth the Party's claim in detail and explaining the relief requested. The Parties shall attempt to agree on a mutually acceptable arbitrator during the next thirty days. If agreement is not reached within such time period, any Party may request that the Presiding Judge of the King County Superior Court appoint an arbitrator. The arbitration shall be conducted pursuant to the Rules of the American Arbitration Association, regardless of whether the arbitrator is a member of that Association. The arbitrator's fee shall be divided equally between the Parties, provided the arbitrator shall award all

costs, including the arbitrator's fee, to the prevailing Party or Parties if the arbitrator determines that a Party has pursued claims in bad faith or claims which are frivolous.

10.8 Venue. Venue and jurisdiction to enforce all obligations under this Agreement, including judicial review as provided under RCW 7.04A, shall lie in the King County Superior Court.

10.9 Attorneys' Fees and Costs. In any mediation action, the Parties shall pay their own attorney's fees and costs. In any arbitration or judicial action to enforce or determine a Party's rights under this Agreement, the prevailing Party (or the substantially prevailing Party, if no one Party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court. In the event of litigation or arbitration between the Parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing Party shall recover its reasonable costs and attorneys' fees actually incurred, including for appeals, which shall be determined and fixed by the court or arbitrator as part of the judgment, provided the Parties hereby agree that the amounts actually charged to the Parties by their respective counsel shall be presumed to be reasonable by any court or arbitrator and shall not be reduced or increased unless the court or arbitrator specifically finds that the rates for such legal work were unreasonable or that some portion of the legal work was unnecessary or performed without justification.

10.10 Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

10.11 Mutual Drafting and Construction. The Parties agree that all Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply.

10.12 No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.

10.13 No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between any of the Parties as to Duvall Urban Village Division I or its development.

10.14 Use Restrictions. The use restrictions set out in that use restriction agreement recorded under King County recording number 20080403001510 shall apply to DUV I as set out therein.

10.15 Successors and Assigns. If Wonderland and/or Toll convey some or all of the Wonderland Property and/or the Toll Property to a development entity during the term of this Agreement, the parties to the conveyance may agree that the terms and conditions of this Agreement shall be binding upon and inure to the benefit of such successors and assigns. In that case, the assigning Party shall be relieved of all obligations hereunder, except to the extent that the assigning Party retains ownership of any property subject to this Agreement.

10.16 Counterparts. This Agreement may be executed in counterparts.

10.17 Effective Date. This Agreement shall become effective on the fifteenth (15th) day following the recording of both Ordinance 1119 (authorizing the vacation of the southerly portion of 3rd Avenue, also known as 268th Ave. NE) and the associated boundary line adjustment. The Parties will use their best efforts to complete these requirements promptly so that the Parties can record Ordinance 1119 and the boundary line adjustment no later than sixty days after the execution of this Agreement by all Parties. If 60 days after execution of this Agreement by all Parties both Ordinance 1119 and the associated boundary line adjustment have not been recorded, this Agreement will become effective on the 61st day for the purpose of vesting to regulations and standards. The remaining provisions shall become effective upon recording of both Ordinance 1119 and the associated boundary line adjustment.

Date: March 22, 2012

CITY OF DUVALL

By [Signature]
Will Ibershof, Mayor

Attested to by

[Signature]
Jodee Schwinn, City Clerk



Approved as to form:

[Signature]
Bruce Disend, City Attorney

Date: 4/12/12

WONDERLAND HOLDINGS LLC,

a Washington limited liability company

By: Washington Real Estate Holdings, LLC, a Washington limited liability company

Its: Manager

By: Craig Wrench
Its: President

Date: _____

TOLLWA LP, a Washington limited partnership

By: Toll WA GP CORP, a Washington corporation

Its: General Partner

By: Eric H. Campbell
Its: Division President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Will Ibershof appeared before me, and on oath stated that he was authorized to execute this instrument, and acknowledged it as the Mayor of the City of Duvall, a Washington municipal corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 22 day of MARCH, 2012.



Jodee R. Schwinn
Signature of Notary
Print Name: Jodee R. Schwinn
NOTARY PUBLIC in and for the State of Washington,
residing at: Duvall
My commission expires: 7/29/15

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Craig Wrench appeared before me, and on oath stated that he was authorized to execute this instrument, and acknowledged it as the President of Washington Real Estate Holdings, LLC, a Washington limited liability company, member of Wonderland Holdings LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this ____ day of _____, 2012.

Signature of Notary
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Eric H. Campbell appeared before me, and on oath stated that he was authorized to execute this instrument, and acknowledged it as the Division President of Toll WA GP Corp, a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership, to be the free and voluntary act of such entity for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this ____ day of _____, 2012.

Signature of Notary
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at: _____
My commission expires: _____

EXHIBIT A-1

**LEGAL DESCRIPTION
WONDERLAND PARCELS PRIOR TO RECORDING OF ORDINANCE 1119 AND BLA**

LOT E, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 02-001, AS RECORDED UNDER RECORDING NO. 20020814900002, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT B, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 08-002, AS RECORDED UNDER RECORDING NO. 20120305900003, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT A-2

**LEGAL DESCRIPTION
WONDERLAND PROPERTY AFTER RECORDING OF ORDINANCE 1119 AND BLA**

LOT E, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 02-001, AS RECORDED UNDER RECORDING NO. 20020814900002, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH LOT B, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 08-002, AS RECORDED UNDER RECORDING NO. 20120305900003, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M.; THENCE SOUTH 1°55'05" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 42.16 FEET; THENCE NORTH 88°04'55" WEST 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT B AND THE **TRUE POINT OF BEGINNING**; THENCE NORTH 89°38'24" WEST 3.50 FEET; THENCE SOUTH 1°55'05" WEST 97.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 166.50 FEET; THENCE ALONG SAID CURVE 124.57 FEET THROUGH A CENTRAL ANGLE OF 42°52'07"; THENCE SOUTH 44°47'12" WEST 319.39 FEET; THENCE NORTH 45°12'48" WEST 4.00 FEET; THENCE SOUTH 44°47'12" WEST 180.40 FEET TO THE NORTHERLY MARGIN OF BIG ROCK ROAD; THENCE SOUTH 45°21'01" EAST ALONG SAID NORTHERLY MARGIN 79.00 FEET; THENCE NORTH 44°47'12" EAST 219.69 FEET; THENCE SOUTH 45°21'01" EAST 249.72 FEET TO THE EAST LINE OF SAID LOT B AND A POINT HEREINAFTER DESCRIBED AS "A"; THENCE NORTH 1°55'05" EAST 636.95 FEET TO THE **TRUE POINT OF BEGINNING**;

AND TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "A"; THENCE SOUTH 1°55'05" WEST 184.82 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE 115.83 FEET THROUGH A CENTRAL ANGLE OF 132°43'54" TO THE NORTHERLY MARGIN OF BIG ROCK ROAD; THENCE SOUTH 45°21'01" EAST ALONG SAID NORTHERLY MARGIN 195.94 FEET TO A LINE LYING 60.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT B; THENCE NORTH 1°55'05" EAST ALONG SAID PARALLEL LINE 299.08 FEET; THENCE NORTH 45°21'01" WEST 81.68 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

EXHIBIT B-1

LEGAL DESCRIPTION TOLL PARCEL PRIOR TO RECORDING OF ORDINANCE 1119 AND BLA

LOT A, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 08-003, AS RECORDED UNDER RECORDING NO. 20120305900004, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B-2

**LEGAL DESCRIPTION
TOLL PROPERTY AFTER RECORDING OF ORDINANCE 1119 AND BLA**

LOT A, CITY OF DUVALL BOUNDARY LINE ADJUSTMENT NO. BLA 08-003, AS RECORDED UNDER RECORDING NO. 20120305900004, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., BEING DESCRIBED AS FOLLOWS:

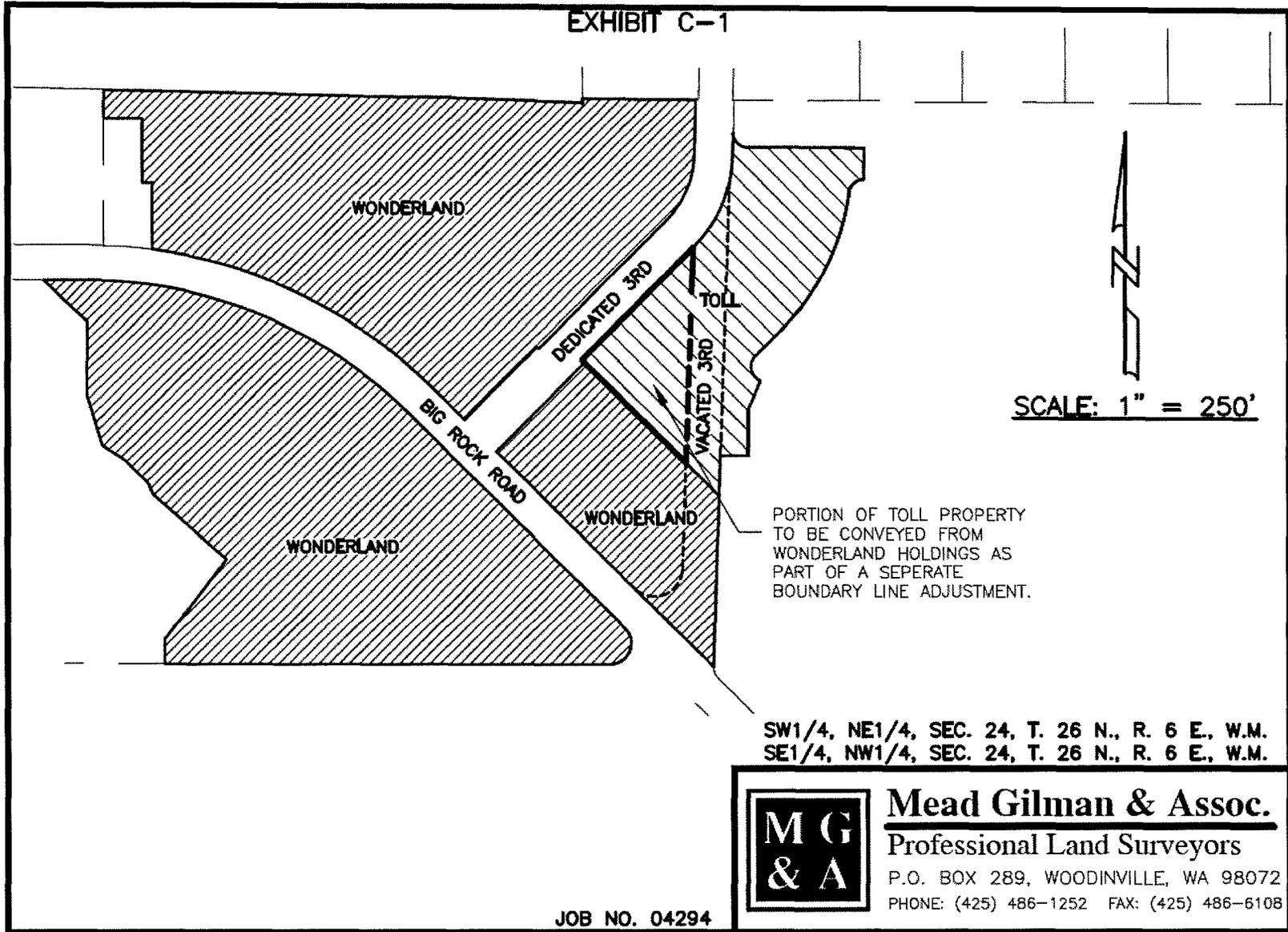
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M.; THENCE SOUTH 1°55'05" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 40.40 FEET; THENCE SOUTH 88°04'55" EAST 30.00 FEET TO THE EAST MARGIN OF 268TH AVENUE AND THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°52'49" EAST 3.50 FEET; THENCE SOUTH 1°55'05" WEST 99.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 233.50 FEET; THENCE ALONG SAID CURVE 40.48 FEET THROUGH A CENTRAL ANGLE OF 9°55'58" TO SAID EAST MARGIN OF 268TH AVENUE; THENCE NORTH 1°55'05" EAST ALONG SAID EAST MARGIN 140.09 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89°09'36" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 A DISTANCE OF 30.01 FEET TO A LINE LYING 30.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 1°55'05" WEST ALONG SAID PARALLEL LINE 299.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 44°47'12" EAST 1.67 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 233.50 FEET; THENCE ALONG SAID CURVE 134.22 FEET THROUGH A CENTRAL ANGLE OF 32°56'09" TO A LINE LYING 30.00 EAST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 1°55'05" WEST ALONG SAID PARALLEL LINE 554.05 FEET; THENCE NORTH 45°21'01" WEST 331.40 FEET; THENCE NORTH 45°12'48" WEST 8.00 FEET; THENCE NORTH 44°47'12" EAST 278.24 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT C-1



SW1/4, NE1/4, SEC. 24, T. 26 N., R. 6 E., W.M.
SE1/4, NW1/4, SEC. 24, T. 26 N., R. 6 E., W.M.



Mead Gilman & Assoc.

Professional Land Surveyors

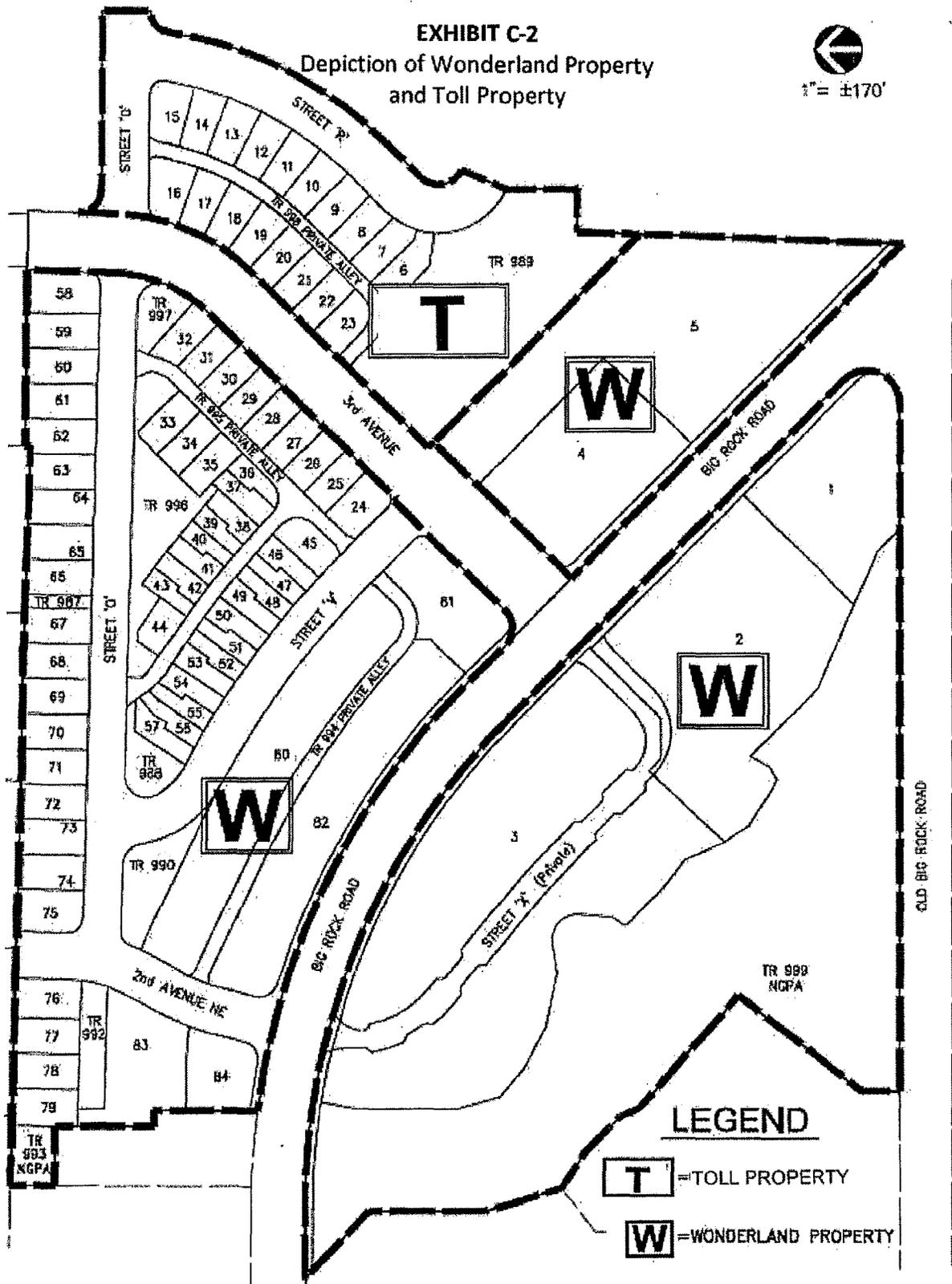
P.O. BOX 289, WOODINVILLE, WA 98072

PHONE: (425) 486-1252 FAX: (425) 486-6108

JOB NO. 04294

Exhibit C-1 to Development Agreement

EXHIBIT C-2
 Depiction of Wonderland Property
 and Toll Property



LEGEND

- T** = TOLL PROPERTY
- W** = WONDERLAND PROPERTY

Exhibit C-2 to Development Agreement

EXHIBIT D-1

PHASING PLAN

PHASE A (Lot 4):

Road and Utility Improvements

1. Big Rock Road
 - a. Construct a one-half street improvement where Phase A abuts Big Rock Road (BRR) consistent with the preliminary plat. Improvements shall extend a minimum to the east driveway access curb return from BRR. Install storm drainage, sewer and water stubs to the pad graded lot and the necessary franchise utilities where this Phase abuts BRR.
 - b. The sidewalk, street trees and tree grates required along BRR will be installed at the time the commercial building is constructed within Phase A in order to avoid damage to infrastructure that would occur due to the proximity of the building to the front property line. A minimum 5-foot wide ACP sidewalk will be installed along the frontage unless previously constructed or permanent sidewalks installed.
 - c. If Phase A is constructed before Phase F or G, install the western half of the median and channelization within Big Rock Road along the frontage where Phase A abuts Big Rock Road (approximately 175 LF). If Phase A is constructed after Phase F or G, install the remaining landscape median in Big Rock Road lying east of the relocated 3rd Avenue NE/Big Rock Road intersection.
 - d. A 5-foot wide temporary ACP sidewalk will be installed along the Phase D frontage to connect to the existing sidewalk west of the project unless the Phase D frontage was previously completed.
2. 3rd Avenue NE
 - a. Construct a one-half street improvement from BRR to the south boundary of Tract 989 along on the east side of the roadway as depicted on the preliminary plat and a 10-foot wide travel lane west of the center line. Temporary curbing and storm drainage shall be installed on the west side of the roadway to provide for safe channelization. Improvements include the installation of sewer, water and storm drainage utility mains, the extension of utility stubs to the pad graded lot, curb and gutter, paving and franchise utilities (active or dry).
 - b. The sidewalk, street trees and tree grates required along 3rd Avenue NE will be installed at the time the commercial building is constructed within Phase A in order to avoid damage to infrastructure that would occur due to the proximity of the building to the front property line. A minimum 5-foot wide temporary ACP sidewalk will be installed along the frontage unless previously constructed or permanent sidewalks installed.
3. Storm Drainage and Detention
 - a. Construct an offsite temporary detention/water quality pond on Lot 2, 3 or 82 with at least sufficient capacity to serve the stormwater management requirements of Phase A unless the permanent stormwater facility was previously constructed.

4. Grading
 - a. Surplus earth material from Phase A (lot 4), Phase C, Phase E (including Tract 989) and Phase G (lot 5) may be transported to Phase B and/or Phase F at the applicants' option in accordance with an approved grading plan and grading permit.
 - b. Relocate the driveway to the existing home on the Lake Washington Technical College parcel (tax parcel number 242606-9042) so that it is located outside of the graded area prior to initiation of grading activity within the driveway area.
5. Water
 - a. Install the 450-zone water main in Big Rock Road beginning at the PRV located near the intersection of the existing 3rd Avenue NE/Big Rock Road right-of-way and extending west to the new 3rd Avenue NE road alignment. Install the 330-zone and 450-zone water mains as dry lines in 3rd Avenue NE as far as the south boundary of Tract 989.

PHASE B (Lot 3):

Road and Utility Improvements and NGPA Plantings

1. Big Rock Road
 - a. Construct a one-half street improvement consistent with the preliminary plat. Install storm drainage, sewer and water stubs to the pad graded lot and the necessary franchise utilities where this Phase abuts BRR.
 - b. If Phase B is constructed before Phase D, install the western half of the landscape median and channelization along the frontage where Phase B abuts Big Rock Road (approximately 190 LF). If Phase B is constructed before Phase D, but after extension of 3rd Avenue NE to the north project limit, install the eastern half landscape median instead of the western half. If Phase B is constructed after Phase D, install the remaining median lying west of the relocated 3rd Avenue NE/Big Rock Road intersection.
2. Street X
 - a. Construct a full-street improvement up to the point where this road abuts the commercial parking area proposed within Phase F. From this point, construct a concrete extruded curb and temporary 5-foot wide ACP sidewalk on the east side of Street X to the Street X/BRR intersection.
3. Storm Drainage and Detention
 - a. Construct a storm drainage detention vault on the western portion of Phase B.
 - b. Construct the detention vault outflow conveyance pipe extending from the detention vault to and within the Big Rock Road right-of-way and west to Thayer Creek.
 - c. Mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe.
 - d. Install that portion of the outflow storm drainage conveyance pipe located within Phase B that conveys stormwater runoff from detention vault(s) located within Phase F.
4. Wetland/Stream Buffer Enhancement
 - a. Install the stream buffer mitigation plantings in Tract 999 and construct the entire soft-surface trail in Tract 999.
5. Grading
 - a. Obtain additional structural material from Phases north of Big Rock Road as necessary to bring Phase B to finish grade in accordance with an approved grading plan. Surplus earth material from Phase A (lot 4), Phase C, Phase E (including Tract 989), and Phase G (lot

5) may be transported to Phase B and/or Phase F at the applicants' option in accordance with an approved grading plan and grading permit.

PHASE C (Lots 24-71, and Tracts 988 and 995-997):

Road, Utility and Open Space Improvements

1. 3rd Avenue NE
 - a. Construct a curb-to-curb full street improvement from Big Rock Road to the north boundary line of the plat and a sidewalk and planter strip abutting Phase C on the west side of 3rd Avenue NE. Improvement widths shall be consistent with the road section depicted on the preliminary plat drawings and include a 12-foot wide turn lane at the intersection of BRR in accordance with the June 16, 2010 Notice of Decision. A 5-foot wide temporary ACP pathway shall be installed on the Phase D frontage. The sidewalk and planter strip on the east side of 3rd Avenue NE shall be completed as part of the abutting phases.
 - b. Prepare a LOS analysis at the Big Rock Road/3rd intersection to determine whether an eastbound left turn pocket is necessary on 3rd Avenue NE. Install improvements in accordance with the conclusions of the LOS analysis.
2. Street V
 - a. Construct a one-half street improvement including curb and gutter as depicted on the approved preliminary plat drawings. The planter strip and sidewalk on the south side of Street V will be constructed with Phase D. Stub utilities as necessary to serve the future Phase D.
3. Street O
 - a. Construct a full-street improvement where this street is located completely within Phase C and connect with Street V.
4. Big Rock Road
 - a. Prepare a LOS analysis for the Big Rock Road/3rd Avenue NE intersection to determine whether a northbound left turn pocket is necessary for future conditions (full build out of DUV I and future development to east). Install improvements in accordance with the conclusions of the LOS analysis and approved by the City of Duvall.
 - b. A 5-foot wide temporary ACP sidewalk will be installed along the Phase D frontage to connect to the existing sidewalk west of the project unless the Phase D frontage had been previously completed.
5. Storm Drainage and Detention
 - a. Construct a detention vault within Phase F and size this vault so that it can also accommodate the stormwater volume from Phases A (if Phase A has been developed) and C. Install new outfall conveyance pipe extending from the detention vault west to Thayer Creek and mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe if not already constructed.

6. Grading
 - a. Surplus earth material from Phase C may be transported to Phase B and/or Phase F at the applicants' option in accordance with an approved grading plan and grading permit.
7. Water
 - a. Install the 330-zone and 450-zone water mains in 3rd Avenue NE from point of connection to the north boundary of the project. Alternatively, the applicant may elect to place a "dry" 450-zone water main in 3rd Avenue from Big Rock Road to the north boundary of the project with the understanding that the City will require a "maintenance bond" extension to two years after the date of the water main's activation and connection to the system.
8. Open Space
 - a. Construct the open space amenities in Tracts 988, 996 and 997.

PHASE D (Lots 72-84 and Tracts 990-994):

Road, Utility and Open Space Improvements

1. Big Rock Road
 - a. Construct a one-half street improvement consistent with the preliminary plat. Install storm drainage and the necessary franchise utilities where this Phase abuts BRR.
 - b. Prepare a LOS analysis for the Big Rock Road/3rd intersection to determine whether a northbound left turn pocket is necessary for future conditions (full build out of DUV I and future development to east). Install improvements in accordance with the conclusions of the LOS analysis and approved by the City of Duvall.
 - c. If Phase D is constructed before Phase B, install the eastern half of the median and channelization along the frontage where Phase D abuts Big Rock Road (approximately 190 LF). If Phase D is constructed after Phase B, install the remaining median lying west of the 3rd Avenue NE/Big Rock Road intersection
2. 3rd Avenue NE
 - a. Construct full street (curb-to-curb) improvements and the sidewalk and planter strip abutting Phase D from Big Rock Road to the south boundary of Tract 989. Improvement widths shall be consistent with the road section depicted on the preliminary plat drawings. The remaining frontage improvements (sidewalk and planter strip) on the opposite side of 3rd Avenue NE shall be completed as part of the abutting Phases.
 - b. Complete the planter strip and sidewalk along the Phase D frontage unless previously constructed.
3. Street V
 - a. Construct the planter strip and sidewalk along the Phase D frontage unless previously constructed.
 - b. Construct a one-half street improvement, with planter strip and sidewalk along the Phase D frontage only unless previously constructed. Stub utilities as necessary for the future Phase C.

4. Street Y, Alley W, and Street O
 - a. Complete Street Y to the north property line and all of Alley W (Tract 994) and that portion of Street O within Phase D.
5. Tracts 991 and 992
 - a. Construct road and utility improvements within access tracts 991 and 992.
6. Open Space
 - a. Construct the open space improvements in Tract 990.
7. Storm Drainage and Detention
 - a. Construct the detention vault in Tract 992. Install new outfall conveyance pipe extending from the detention vault west to Thayer Creek if not already constructed.
 - b. Mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe.
8. Water
 - a. Install the 330-zone and 450-zone water mains in 3rd Avenue NE from point of connection to the south boundary of Tract 989. Alternatively, the applicant may elect to place a "dry" 450-zone water main in 3rd Avenue from Big Rock Road to the south boundary of Tract 989 in 3rd Avenue NE with the understanding that the City will require a "maintenance bond" extension to two years after the date of the water main's activation and connection to the system.

PHASE E (Lots 6-23 and Tract 989):

Road, Utility and Park Improvements

1. 3rd Avenue NE
 - a. Construct a full street (curb to curb only) improvement from Big Rock Road to the north boundary line of the plat and sidewalk and planter strip along the Phase E frontage. Improvement widths shall be consistent with the road section depicted on the preliminary plat drawings.
 - b. Construct a 5-foot wide temporary ACP sidewalk shall be installed on the Phase A and Phase G frontages unless previously constructed.
 - c. Prepare a LOS analysis for the Big Rock Road/3rd intersection to determine whether an eastbound left turn pocket is necessary for future conditions (full build out of DUV I and future development to east). Install improvements in accordance with the conclusions of the LOS analysis and approved by the City of Duvall.
2. Street O
 - a. Construct a one-half street improvement east of 3rd Avenue NE, where this road abuts Phase E and include the north curb return onto 3rd Avenue NE. Construct sidewalk and planter strip along the Phase E frontage
3. Street R
 - a. Construct a one-half street improvement and a temporary turn-around at the terminus of this street. (Additional width is necessary to accommodate on-street parking on the west side of Street R.)
 - b. Construct a temporary cutoff swale on the east side of Street R or other approved improvement to collect west-flowing drainage prior to future development to the east.

4. Big Rock Road
 - a. A 5-foot wide temporary ACP sidewalk will be installed along the Phase D frontage to connect to the existing sidewalk west of the project unless the Phase D frontage had been previously completed. An alternative pedestrian route within Phase D from Phase C to the existing sidewalk west of the project will be allowed if approved by the City of Duvall.

5. Storm Drainage and Detention
 - a. Construct a detention vault on Lot 2 to accommodate stormwater from this phase if not previously constructed. Install new outfall conveyance pipe extending from the detention vault west to Thayer Creek and mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe if not already constructed.

6. Water
 - a. Install the 450-zone water line in Big Rock Road, in 3rd Avenue NE and extend the 450-zone water main to NE 144th St unless previously installed. Install the 330-zone water system improvements within 3rd Avenue NE to the north boundary of the plat unless previously installed.

7. Grading
 - a. Surplus earth material from Phase E (including Tract 989) may be transported to Phase B and/or Phase F, if needed, at the applicants' option in accordance with an approved grading plan and grading permit.

8. Park (Tract 989)
 - a. Construct the one-acre neighborhood park and associated amenities.

9. Other Utilities
 - a. Construct utilities along the north boundary of the one-acre park to serve Phase E and future development to the east.

PHASE F (Lots 1 and 2):

Road and Utility Improvements

1. Big Rock Road
 - a. Construct a one-half street improvement consistent with the preliminary plat. Install storm drainage and the necessary franchise utilities along the south side of BRR where this Phase abuts BRR.
 - b. If Phase F is constructed before Phases A or G construct the western one-half of center median and channelization on Big Rock Road east of the intersection with 3rd Avenue NE (approximately 175 LF).
 - c. If Phases A or G have been constructed before Phase F, complete any remaining center median planter strip and landscaping within Big Rock Road extending from 3rd Avenue NE to the east property line.
 - d. A 5-foot wide temporary ACP sidewalk will be installed along the Phase B frontage to connect to the existing sidewalk west of the project unless the Phase B frontage had been previously completed.

2. NE 140th Street (Old Big Rock Road or OBRR)
 - a. Wonderland shall make the frontage improvements on Old Big Rock Road adjacent to commercial lot 1 as depicted in the Preliminary Plat drawings. Wonderland shall make the OBRR Payment(s) to the City as provided in paragraph 7.1 of the Development Agreement for the remainder of the OBRR improvements. The City shall be responsible for construction of those improvements, including frontage improvements adjacent to Tract 999 (sidewalk, curb, gutter, and railing as needed), any expansion of the travel way and full-width overlay.
3. Storm Drainage and Detention
 - a. Construct a detention vault on Lot 2 sized with sufficient capacity to accommodate all future commercial development proposed on Lots 1, 2 and 5. Install new outfall conveyance pipe extending from the detention vault west to Thayer Creek and mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe if not already constructed.
4. Water
 - a. Install the 330-zone and 450-zone water mains as necessary, to support the phase if not previously installed.
5. Grading
 - a. Surplus earth material from Phase A (lot 4), Phase C, Phase E (including Tract 989) Phase G (lot 5) may be transported to Phase B and/or Phase F at the applicants' option in accordance with an approved grading plan and grading permit.

PHASE G (Lot 5):

Road and Utility Improvements

1. Big Rock Road
 - a. Construct a one-half street improvement along the north side of BRR where Phase G abuts BRR consistent with the preliminary plat.
 - b. If Phase G is constructed before Phases A or F, install the western half of the median and channelization on Big Rock Road east of the intersection with 3rd Avenue NE (approximately 190 LF).
 - c. If Phase G is constructed after Phase A or F, install any remaining center median planter strip and landscaping within Big Rock Road lying east of the 3rd Avenue NE/Big Rock Road intersection to the east property line.
2. Storm Drainage and Detention
 - a. Construct a detention vault on Lot 2 sized to accommodate development on Phase G. Install new outfall conveyance pipe extending from the detention vault west to Thayer Creek and mitigate for any Thayer Creek impacts associated with the installation of the new outfall and conveyance pipe if not already constructed.

3. Grading
 - a. Surplus earth material from Phase G (lot 5) may be transported to Phase B and/or Phase F at the applicants' option in accordance with an approved grading plan and grading permit.
4. Water
 - a. Install the 330-zone and 450-zone water mains as necessary along BRR to the west limit of this phase if not previously installed.
5. Other Utilities
 - a. Construct revised access drive and utility connections to existing residence unless previously completed. Toll will cooperate with Wonderland as reasonably necessary in this process.

General:

Portions of the site deferred to a later phase for development but disturbed by overall site grading shall be rough graded in accordance with an approved grading plan so as to be reasonably level, hydro-seeded and mowed semi-annually.

Install signals and associated signal infrastructure at the intersection of BRR and 3rd Avenue NE during the phase which causes the two-way stop-controlled movement (north/south on 3rd Ave. NE) to operate below LOS C, or the last DUV I phase, whichever occurs first. All road improvements installed prior to signal installation shall be designed and constructed to accommodate the signal.

EXHIBIT D-2
PHASING MAP

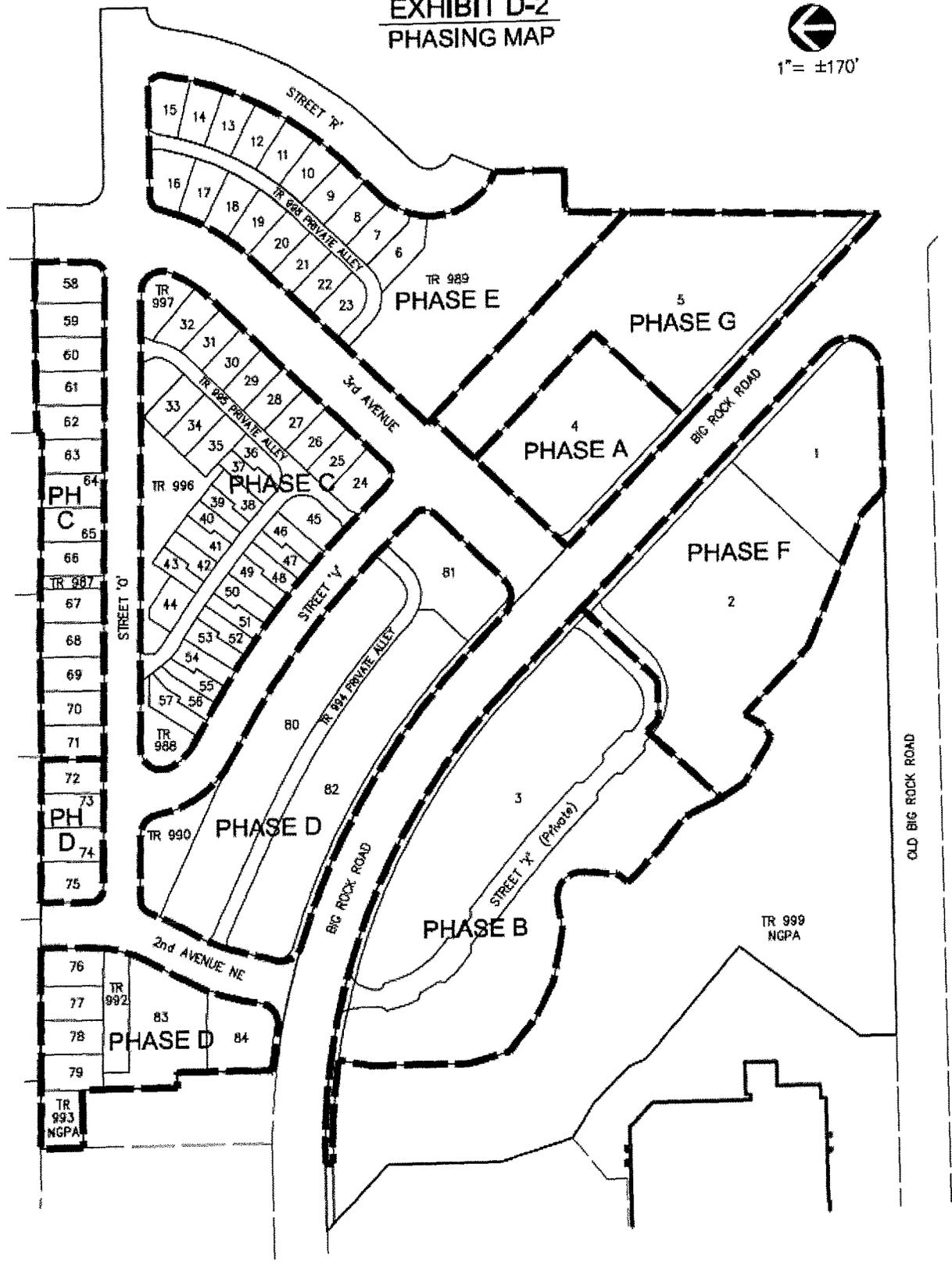


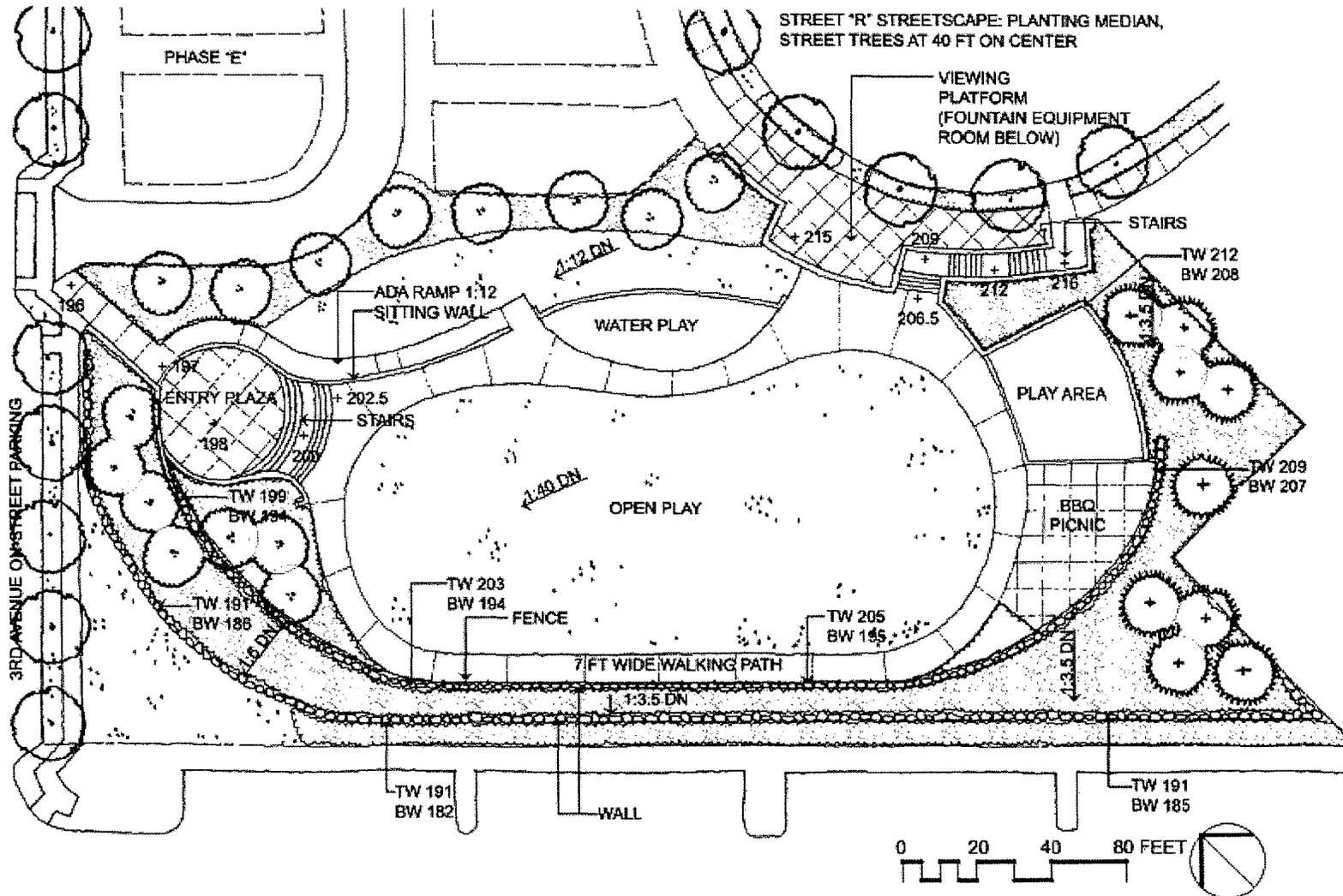
Exhibit D-2 to Development Agreement

EXHIBIT E

ID	Project Name	Project Limits	Project Type	Project Description	ROW Costs (\$)	Roadway Costs (\$)	Total Unfactored Project Cost (\$)	Contingency Cost Factor (%)	Total Project Costs (\$)	TIF Eligible?	Impact Fee Share (%)
13	NE Big Rock Road	Main Street NE to 3rd Avenue NE	Minor widening/reconstruction	Reconstruct roadway to minor arterial standards to improve channelization and capacity to accommodate growth including curb, gutter, sidewalk, curb-bulbs, bike lanes, and on-street parking/turn lanes/medians within commercial or residential areas as required. Project will include storm drainage system improvements.	\$366,375.00	\$1,610,592.75	\$1,976,967.75	0.3	\$ 2,570,058.08	Yes	21%
16	3rd Avenue NE Extension	NE 143rd Place to NE Big Rock Road	New roadway	Construct new collector arterial segment to provide connection and capacity to serve growth including two travel lanes, curb, gutter, sidewalk, curb-bulbs, bike lanes and on-street parking/turn lanes/medians within commercial or residential areas as required. Project will include storm drainage system improvements.	\$0 (2)	\$1,739,240.10	\$1,739,240.10 (1, 2)	0.3	\$ 2,261,012.13	Yes	76%
36	2nd Avenue NE Extension	NE 143rd Place to NE Big Rock Road	New roadway	Construct new collector arterial segment to provide connection and capacity to accommodate growth including acquisition of right-of-way, road, bike lane, parking, curb, gutter, sidewalk, and storm drainage system. Alignment will need to consider wetlands and property ownership.	\$707,100.00	\$906,872.85	\$1,613,972.85	0.3	\$ 2,098,164.71	Yes	83%

- (1) The value of the credit available will be reduced by the value of the 8,802 square feet of excess vacated right-of-way on 3rd Avenue NE (8,802 square feet times \$15 SF).
- (2) No ROW credit shall be given for ROW dedicated as part of the 3rd Avenue NE vacation up to the northern boundary of the DUV I project. Full ROW credit at \$15 per square foot shall be given for any additional off-site right-of-way that may be required

Conceptual Park Design



DUVALL URBAN VILLAGE PARK - plan
 EXHIBIT F-1 - DUVALL, WA - february 2012

EXHIBIT F-2 TRACT 989 PARK AMENITIES

The Tract 989 Park design and amenities shall be substantially similar to the design set out in **Exhibit F-1** and in this **Exhibit F-2**, provided that the amenities to be included in the final park design shall be subject to paragraphs 8.1, 8.1.1 and 8.1.2 of the Development Agreement.

PARK AMENITIES

- Open Play Area/Lawn/Circular Walkway with a minimum size of approximately 15,000 SF and not to exceed 5% slope (based upon the design in **Exhibit F-1** and subject to the City granting modifications required to achieve this square footage)
- Entry Plaza
- Pathways
- Viewing Platform
- Play Area(s) with Play Equipment (e.g. play structure, etc.)
- Water Play Area
- Bike Racks
- Seating (e.g. benches, sitting wall)
- Barbeque
- Fencing as needed
- Shaded Area or Shelter
- Landscaping
- Path lighting

OTHER CONSIDERATIONS

- The City will exercise flexibility and grant modifications from design standards for such items as location and height of retaining walls and allowing grade of 2:1 or 2.5:1 in appropriate areas as depicted on Exhibit F-2, and allow angle or head in parking adjacent to the park instead of parallel parking and other approvals if they will result in a public benefit.
- Features can be combined.
- The Park shall comply with preliminary plat requirements, including required parking, applicable code requirements (subject to City approval of deviations) and other applicable requirements such as ADA.

AFTER RECORDING MAIL TO:
City of Duvall – Clerk’s Office
15535 Main Street NE
PO Box 1300
Duvall, WA 98019



20170619000676

TOLL BROS AG 79.00
PAGE 001 OF 007
09/19/2017 13:13
KING COUNTY, WA

**FIRST AMENDMENT TO DUV I DEVELOPMENT AGREEMENT
CITY OF DUVALL AND TOLL WA LP**

Grantor(s): City of Duvall, a Municipal corporation; Toll WA LP, a Washington limited partnership

Grantee(s): City of Duvall, a Municipal corporation; Toll WA LP, a Washington limited partnership

Abbr. Legal Descrip.: Lot A City of Duvall BLA 12-005, King County recording #20140926900013; Lot B City of Duvall BLA 12-005, King County recording #20140926900013; and Lot E City of Duvall BLA 02-001, King County recording #20020814900002

Tax Account No.: 2426069067; 2426069083; 2426069065;

Related Documents: 20120921001291

Unofficial Copy

**FIRST AMENDMENT TO DUV I DEVELOPMENT AGREEMENT
CITY OF DUVAL AND TOLL WA LP**

This First Amendment to DUV I Development Agreement ("First Amendment") dated the ^{10th} day of June, 2017 is entered by and between the City of Duvall, a Washington municipal corporation (the "City") and Toll WA LP, a Washington limited partnership ("Toll"), a party to the original agreement and as the successor in interest to Wonderland Holdings, LLC, a Washington limited liability company ("Wonderland") in that real property subject to the Development Agreement between Wonderland, Toll, and the City dated March 22, 2012.

RECITALS

- A. Wonderland, Toll and the City entered into a Development Agreement dated March 22, 2012 to govern the development of certain real property located in the City of Duvall ("DUV I Development Agreement"). The DUV I Development Agreement was recorded on September 21, 2012 under King County recording number 20120921001291. On November 4, 2016, Toll acquired the real property owned by Wonderland, including the Wonderland properties subject to the DUV I Development Agreement.
- B. On December 22, 2008 a preliminary plat application (the "Preliminary Plat") was submitted to the City for the real property subject to the DUV I Development Agreement, and the DUV I Plat received preliminary plat approval on June 16, 2010 (the "Approved DUV I Preliminary Plat").
- C. The DUV I Development Agreement governs the development of the Approved DUV I Preliminary Plat, consistent with the Approved DUV I Preliminary Plat.
- D. The Parties agree that circumstances surrounding development under the DUV I Development Agreement have changed, including changes in the market and Toll's acquisition of the Wonderland properties, which enable Toll to completely coordinate development of the DUV I Plat with adjoining Toll-owned lands generally known as the Walden project.
- E. Among the changes described in Recital D, are that Toll chose not to exercise the Option provided in Section 8.1.4, such that Tract 989 will not be developed as a 1-acre park.
- F. Among the changes described in Recital D, the parties acknowledge that all boundary line adjustments described in Recital B of the DUV I Development Agreement have been completed, including those actions necessary to create the 3rd Avenue NE re-alignment.
- G. Among the changes described in Recital D, the parties acknowledge that minor road, sewer, water, storm drainage, open space and phasing revisions will be made via the processing of a minor plat modification.
- H. To provide a more attractive and successful development plan, Toll has provided to the City proposed revised conceptual plans that would relocate all commercial development south of Big Rock Road, and residential development north of Big Rock Road, which plan still ensures that the minimum 50,000 square feet of commercial space negotiated in the original Development Agreement for the DUV I property remains a requirement for the project, and which plan, together with this First Amendment, make it possible for additional uses to be shifted across the real property subject to the DUV I Development Agreement.
- I. The parties acknowledge that the changes made to the location of commercial property described in Recital G and Sections 1 and 2 of this Amendment result in assurance that commercial

requirements set forth in Section 4.1 of the DUV I Development Agreement will be met south of Big Rock Road, such that inclusion of Live/Work units adjoining the planned round about at the intersection of Big Rock Road and 3rd Avenue NE are no longer required to meet commercial requirements and may be deleted from the DUV I Development Agreement as well as later modified via the processing of a minor plat modification.

- J. Due to those changes in circumstances and approach to the development of the affected property, the Parties desire to update and amend the DUV I Development Agreement to provide additional design flexibility, and assure timely infrastructure construction, all as provided herein.
- K. All capitalized terms used and not otherwise defined in this First Amendment shall have the same meaning as in the DUV I Development Agreement.

Pursuant to the provisions of RCW 36.70B.170, et seq., and in consideration of the mutual promises, benefits and obligations of the Parties in the DUV I Development Agreement as amended herein, the City and Toll agree as follows:

- 1. Section 3.2 of the DUV I Development Agreement, entitled "Condominium/Multi-Family Lots" is amended as shown below

3.2 Condominiums/Multi-family Lots. Condominiums or other multi-family development proposed for the Lots within the MU-12 zoned portions of the affected property will require review through the site plan review process set out in DMC 14.62. In the event that Toll wishes to create additional single family lots on those lots for which condominium or other multi-family development is now contemplated, they it shall be required to submit and obtain approval of a subdivision application. Such development must maintain the overall project's MU-12 sixty per cent attached unit requirement and minimum density requirements. Any such applications filed during the term of this Development Agreement shall vest to and be considered under the laws and regulations in effect as of the Vesting Date, except as otherwise provided in paragraph 1.1 herein. When reviewing any such application, the City will not impose conditions different from those set out in the conditions of the Preliminary Plat approval, except and only to the extent necessary to address an impact(s) not addressed as part of the Preliminary Plat approval process, or except as authorized due to modifications to the Approved DUV I Preliminary Plat.

- 2. Section 4.1 the DUV I Development Agreement, entitled "Commercial and Mixed Use Development" is amended as shown below:

4.1 Commercial and Mixed Use Development. The Approved DUV I Preliminary Plat provides for the creation of commercial lots for the development of office, commercial, retail and/or mixed uses Toll will develop the commercial and live-work lots through the site plan review process. Toll will submit an application for at least one (1) mixed use building (defined as a building with two or more uses, including live-work units if the live-work units are subject to a recorded covenant on the face of the plat limiting the ground floor to office or other commercial uses) or other commercial building within five years after the Final Plat recording of the first phase of residential development, unless market conditions warrant an extension to ensure successful commercial development in which case the City Council is authorized to modify the timing for development of the mixed use and/or commercial building. Upon approval of all permits for the mixed use or commercial building, construction shall commence within the time period set out in the City's code after applicable permits for such a

building are issued. Wonderland shall construct a minimum of fifty thousand square feet (50,000 SF) of office or other commercial uses within the boundaries of the Approved DUV I Preliminary Plat. Provided that the minimum commercial square footage required in aggregate has been met (i.e., 50,000 square feet) on developed lots, then the minimum square footages on any remaining undeveloped commercial lots will be determined as the minimum square footage required by Code.

3. Section 7.1 of the DUV I Development Agreement, entitled "Timing of Road Improvements" is amended as shown below

7.1. Timing of Road Improvements. The nature, scope and timing of construction of transportation improvements shall be in accordance with the conditions of Preliminary Plat approval, the Phasing Plan set out in Exhibit D-1 and as set out herein. The improvements to Big Rock Road, 3rd Avenue, Old Big Rock Road adjacent to lot 1 (as depicted on the Preliminary Plat drawings) and the roads internal to the Preliminary Plat shall be constructed prior to final plat approval for the phase in which such improvements are required by the Phasing Plan, or a security shall be provided to the City in accordance with the DMC 14.66.080.

The original terms of the DUV I Development Agreement provided for Wonderland to make a payment to the City so that the City could satisfy certain conditions relating to Old Big Rock Road improvements, as follows. Wonderland shall satisfy all conditions relating to all other Old Big Rock Road improvements by making a payment to the City as provided herein and it shall become the responsibility of the City to construct such improvements. Except as set forth below with respect to Phases B and F, Wonderland shall pay the City the sum of one hundred seventy five thousand dollars (\$175,000.00) ("OBRR Payment") within ten (10) business days after the issuance of the certificate of occupancy for the one-hundred-twenty-fifth (125th) residential dwelling unit. Each single family detached home, attached home and each unit within a multi-family building shall be counted as one residential unit. If Wonderland fails to make the required payment when due, the City shall not issue any additional certificates of occupancy for residential units until such payment has been made. If Phases B and/or F are proposed for final plat prior to the issuance of a certificate of occupancy for the 125th residential unit, Wonderland shall make an OBRR Payment to the City in the amount of \$75,000. Such payment shall be a condition of the City's issuance of final plat approval for Phases B and F if they are jointly submitted for final plat approval at the same time and if submitted separately shall be a condition of final plat approval for the first of those two phases. Such payment shall satisfy all requirements of DMC 14.66.080 for the final plat for both Phase B and Phase F. The remaining OBRR Payment of \$100,000.00 shall be made to the City within ten (10) business days after the issuance of the certificate of occupancy for the 125th residential dwelling unit. If Wonderland fails to make the required payment to the City, the City shall not issue any additional certificates of occupancy for residential units until such payment has been made. The OBRR Payment shall be adjusted at the time the OBRR Payment is due based upon the percentage increase in the Consumer Price Index for All Urban Consumers Seattle-Tacoma-Bremerton - All Items ("CPI") for the period nearest to the date of this Agreement ("Base Period") and the CPI for the period nearest to the date the OBRR Payment is due ("Payment Period"). For example, if the CPI for the Base Period is 225 and the CPI for the Payment Period is 240, the percentage increase to be applied to the OBRR Payment then due is 6.7% (rounded to the nearest tenth of a per cent) calculated as follows:

CPI Base Period	= 225
CPI Payment Period	= 240
Index Point Change	= 15
% Change	= 6.66% $[(15 \div 225) \times (100) = 6.66]$ rounded to 6.7%

As successor in interest to Wonderland, Toll shall have sole discretion to either make the OBRR Payment described above, or to satisfy the conditions related to the Old Big Rock Road improvements via physical construction of those improvements.

4. The Parties explicitly acknowledge and understand that the amendments made in this Agreement do not relieve Toll of the separate obligation to process a modification to the approved preliminary plat for the Approved DUV I Preliminary Plat, and the Parties acknowledge and understand that the plat modification process may be used to implement changes beyond those described in the recitals to this First Amendment.
5. This First Amendment shall become effective after execution of this First Amendment by all Parties.
6. A complete copy of this First Amendment to DUV I Development Agreement shall be recorded with King County and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

[SIGNATURE PAGE FOLLOWS]

Unofficial Copy

Date: 6/16/17
 CITY OF DUVALL
 By: [Signature]
 Will Ibershof, Mayor

Attested by:
[Signature]
Jodi Wycoff, City Clerk

Approved as to form:
[Signature]
Rachel Turpin, City Attorney

Date: 6/15/17
 TOLL WA LP, a Washington limited partnership
 By: Toll WA GP Corp, a Washington corporation
 Its: General Partner
[Signature]
 By: Kelley Moldstad
 Its: Division President



Official Copy

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Will Ibershof is the Mayor of the City of Duvall, a Washington municipal corporation, and is the person who appeared before me, and acknowledged that he signed this instrument on behalf of such City, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such City for the uses and purposes mentioned in this instrument.

DATED: June 6, 2017

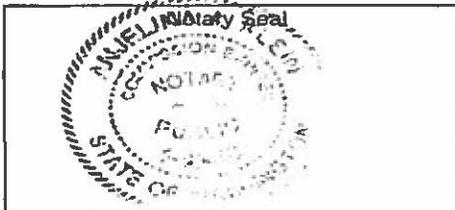


Jodi Wycoff
Jodi Wycoff (Print Name)
Notary Public
Residing at Monroe, WA
My appointment expires: 2/9/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Kelley Moldstad is the person who appeared before me, and acknowledged that he signed this instrument as the Division President of Toll WA GP Corp., a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership and on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of the partnership for the uses and purposes mentioned in this instrument.

DATED: 6/15/17



AKlein
Anyelina A Klein (Print Name)
Notary Public
Residing at Seattle
My appointment expires: 1-19-18

**CITY OF DUVALL AND CAMWEST
PRE-ANNEXATION AGREEMENT**

This Pre-annexation Agreement ("Agreement") is entered into this 26th day of July, 2007, by and between CamWest Development Inc., a Washington corporation, CamWest Duvall LLC, a Washington Limited Liability Company, (collectively "CamWest"), and the City of Duvall, a Washington municipal corporation ("Duvall" or "City"), both of which are also referred to individually as "Party" and collectively as "Parties".

RECITALS

- A. CamWest owns or otherwise has an interest in certain real property located within the City of Duvall South Urban Growth Area ("UGA") consisting of 9 parcels totaling approximately 50.65 acres, which are more fully described on **Exhibit A** attached to this Agreement and incorporated herein ("CamWest Property"). The City owns 3 parcels consisting of approximately 4.96 acres within the South UGA that are more fully described on **Exhibit B** attached to this Agreement and incorporated herein ("City Property"). These 12 parcels total approximately 55.61 acres and are collectively referred to as the "Property".
- B. On June 8, 2006 the City adopted its Annexation Plan. The Plan sets priorities and identifies phasing for annexations of areas located within the Duvall UGA. The Plan denotes the South UGA as the second priority for annexation following the approved TNR annexation in the Northeast UGA. The South UGA annexation will facilitate the location of a campus of the Lake Washington Technical College on the South UGA Property.
- C. The City, CamWest and the Lake Washington Technical College (the "College") entered into a Tri-Party Agreement dated November 10, 2005, which provides for multiple real estate transactions involving the CamWest Property and the City Property. When fully implemented, the College will own a 10-acre parcel where it will locate its Duvall Campus, the City will own a 2-acre parcel and an approximately 2.9 acre park(s) and CamWest will own the remaining property for its proposed residential and mixed-use development.
- D. On July 26, 2006 CamWest and other property owners filed a Notice of Intent to Annex the CamWest Property and other real property located within the South UGA (collectively the "Annexation Area") pursuant to the direct petition method. The Annexation Area consists of approximately 108 acres. The City Council passed Resolution 06-12 on September 14, 2006 accepting the Notice of Intent to Annex. A copy of Resolution 06-12 is attached hereto as **Exhibit C** and incorporated herein. Resolution 06-12 includes conditions of annexation that apply specifically to the Property and other conditions that apply to all of the Annexation Area. Condition 3 requires the execution of a pre-annexation agreement between CamWest and the City.
- E. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. A copy of

Ordinance 1042, approving the amendments, is attached hereto as **Exhibit D** and incorporated herein. The Property was designated Residential 12 (R-12) on the northern portion of the Property and Commercial on the southern portion of the Property as is more fully set out in the map attached as Exhibit C to Ordinance 1042.

- F. On July 26, 2007 the Council approved pre-zoning for the Annexation Area to become effective upon annexation of the Annexation Area. **Exhibit E** depicts the zoning on the Property upon annexation into the City.
- G. The purpose of this Agreement is to address certain conditions relating to development of the Property after it is annexed to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein as if set forth in full.
- 2. Effect of this Agreement.** Nothing herein mandates City annexation of the Annexation Area. In the event the City denies annexation, this Agreement is null and void.
- 3. Conditions Effective Upon Annexation.** The following conditions shall become effective upon annexation of the Property:

3.1 The CamWest Property shall be subject to its proportional share of any and all City general obligation voted-upon bonded indebtedness and CamWest shall, like all other owners of property in the City of Duvall, be responsible for all legally assessed City fiscal obligations.

3.2 The Parties agree that upon annexation into the City, the Property shall be zoned consistent with the Duvall Comprehensive Plan and with pre-annexation zoning established pursuant to DMC 14.82.070. The northern portion of the Property will be zoned R-12, with the total residential unit count capped at R-8 density (approximately 244 units) and the southern portion of the Property will be zoned Mixed-Use Institutional ("MU-I") as depicted on Exhibit E.

Total residential development on the Property, exclusive of the parcels to be owned by the College and the City, (the "CamWest Development Area") will be capped at 374 units subject to the following:

The residential density cap on the MU-I portion of the CamWest Development Area shall be the total cap of 374 units less the number of units developed on the R-12 zoned CamWest Development Area parcels and shall apply only to the parcels located in the CamWest Development Area that CamWest closes on and acquires title to, provided:

(1) in the event that CamWest assigns its interest in a purchase and sale agreement to a related or non-related third party who closes thereon, the cap shall apply to that assignee's interest; and

(2) if CamWest does not close on all of the CamWest Properties in the MU-I zone by December 31, 2009, CamWest's cap shall decrease proportionately based upon actual development capacity of each parcel after accounting for all constraints, including sensitive areas, determined in accordance with the regulations in effect on the date the Development Agreement is approved, unless otherwise agreed to by the City and CamWest. Those properties that CamWest does not acquire title to shall then be entitled to the actual residential density allowed by the MU-I zone, as limited by the application of all applicable City regulations, including sensitive area regulations.

(3) The City's two-acre pad may include upper level residential uses as permitted by the MU-I zoning district.

3.4 Upon annexation, the City agrees to process a Development Agreement mutually developed by CamWest and the City for the CamWest Development Area. Future development will be subject to all of the terms and conditions contained in this Agreement, the Development Agreement, and any other conditions required by applicable development regulations to which CamWest vests in the Development Agreement, including SEPA. The Development Agreement will not include the College property or the property conveyed to the City for a City facility except to the extent necessary to carry out the terms and conditions of the Tri-Party Agreement between the City, CamWest and the College and to the extent it includes joint infrastructure improvements for the properties. The Development Agreement shall also address the timing of improvements to the City Property described in Section 8.2 of this Agreement.

3.5 CamWest agrees to provide a minimum of five percent (5%) of housing units at eighty percent (80%) of the King County median income on the CamWest Development Area, provided that CamWest shall be entitled to credits for each such affordable unit in an amount equal to ninety percent (90%) of each of the following charges/fees in place at the time the charges/fees are paid: the sewer GFC charge, the water capital improvement charge, the storm drain area charge, the sewer equalization fee and building permit fees. To the extent the charge/fee is not assessed on a unit basis, the charge/fee shall be prorated as necessary to provide the ninety percent (90%) credit. CamWest shall also be entitled to those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. The type, location, timing, and management of such housing shall be set out in the Development Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

3.6 CamWest agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of median income with no city charge and/or fee credits for such units except for those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. To the extent

applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

4. Parks, Open Space, Connectivity and Sensitive Areas.

4.1 CamWest agrees it will provide a minimum of 2.9 acres of public useable park and open space, which shall be credited against applicable open space, landscaping, (except required landscaping per lot, if any) and park regulatory requirements for CamWest's development in both the R-12 and MU-I zones. The parkland(s)/open space will provide active and passive recreational opportunities and uses, including, as agreed to by the City and CamWest during the Development Agreement process, playgrounds or children's play structures; playfields, including courts; picnic and other group activity areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of the development. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for land costs, grading, stubbing of utilities to the park site, or required perimeter road improvements.

4.2 The 2.9 acre park/open space area shall be the minimum required useable open space. If the City's Unified Development Regulations are revised to require additional open space, landscaping, (except required landscaping per lot, if any) and/or park requirements and such revisions are facially, and as applied to the CamWest Development Area, consistent with State law, additional open space and/or park space may be required to implement those revisions.

4.3 Pedestrian connectivity, including pedestrian friendly design and amenities, shall be provided throughout the Property consistent with the requirements of revisions to the City's Unified Development Regulations referenced in paragraph 3.3 hereof, and the Development Agreement shall include provisions setting out how this will be implemented. Pedestrian connections to the properties to the west shall be clearly set out in the Development Agreement.

4.4 Peer review of sensitive area studies, including but not limited to wetland delineations and other environmental documents, will be required in conjunction with the review and approval of the Development Agreement. The Parties acknowledge that future development on the CamWest Properties will be subject to the City's sensitive areas regulations.

4.5 CamWest agrees to include low impact development and energy efficient construction and buildings on the project site, where and to the extent reasonably feasible. To the extent soils and other physical conditions required to support viable low impact development are present on the CamWest Development Area, the City will work with CamWest to approve and apply standards that would allow and support low impact development. The Development Agreement shall set forth how these provisions can be addressed in the design/construction of the project site.

4.6 CamWest shall provide for treatment and detention of stormwater for the CamWest Development Area, and the City pad, consistent with applicable City regulations as approved by the City. This could include detention and related facilities on the City pad to serve the City's development; however, the City requires an unencumbered 2 acre pad for future development. The implementation of any low impact development standards on the site may result in dispersed facilities as approved by the City. CamWest agrees to work with the College and the property owners to the east, as set forth in paragraphs 6.2 and 6.3, to the extent reasonably feasible to jointly address stormwater requirements, provided that CamWest, the College and the property owners to the east (and their successors and assigns) shall each be solely responsible for the costs of complying with such requirements for development on each party's property.

5. Trees.

5.1 The City Tree Ordinance is codified at chapter 14.40 DMC and requires retention of thirty-five percent (35%) of significant trees on the site. If the final development site plan(s) submitted by CamWest does not retain 35% of significant trees, the City agrees that CamWest may satisfy the requirements of the Code through on-site replacement, through off-site replacement or through a fee in lieu of replacement or a combination of these alternatives.

6. Neighborhood Commitments.

6.1 CamWest agrees to address concerns of the Glencairn neighborhood located to the north of the Property in accordance with its October 23, 2006 letter to the Glencairn homeowners, a copy of which is attached hereto as **Exhibit F**.

6.2 CamWest agrees to work with Mark and Victoria Smith, the owners of Assessor's Parcel Number 2426069071, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.3 CamWest agrees to work with the Jehovah's Witness Congregation, the owner of Assessor's Parcel Number 2426069070, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.4 CamWest agrees to work with the property owners of the parcels to the north of the CamWest Property to create opportunities for linked pedestrian facilities and open spaces to the extent reasonably feasible. The City will facilitate such meetings if requested.

7. Traffic

7.1 CamWest provided a traffic impact analysis for the Property as part of the comprehensive plan amendment process. Additional traffic impact analysis will occur in conjunction with drafting the Development Agreement or the project as agreed to by CamWest and the City. Future development will be subject to mitigation of any significant adverse transportation impacts consistent with applicable regulatory requirements and will be subject to applicable transportation impact fee requirements, including applicable credits for construction of and dedication of land required for construction of system improvements.

7.2 268th Street/3rd Avenue Road Improvements

7.2.1 Subject to paragraph 7.2.4, CamWest shall be responsible for the design and construction of 268th/3rd Avenue from the terminus of Big Rock Road to NE 143rd Place (“3rd Avenue Extension”) as approved by the City prior to final plat approval for Phase 1 of the CamWest project.

7.2.2 In the event that a relocated right-of-way of 3rd Avenue, as proposed conceptually by Washington Holdings, the contract purchaser of Assessor’s Parcel Numbers 242606-9067 and 9065, or future owners of such parcels, is determined necessary to provide a safer and more effective intersection of 3rd Avenue/Big Rock Road, and if the right-of-way for the preferred alignment for the improvements cannot be obtained within a reasonable period of time to meet this requirement, the City will consider allowing some or all of Phase 1 of the CamWest development to take access from a completed segment of the improvement between NE 143rd Place and the entrance to the CamWest development.

7.2.3 Except as set forth above, no building permit shall be issued for any building in any new development abutting the 3rd Avenue Extension until construction of the 3rd Avenue Extension has been completed.

7.2.4 CamWest may design and construct the 3rd Avenue Extension or CamWest may design and construct the 3rd Avenue Extension jointly with Washington Holdings or Washington Holdings may design, construct and/or complete some or all of such improvement if it develops its property earlier than CamWest.

7.2.5 Consistent with applicable Duvall policies and State statutes and case law, to the extent that CamWest designs and constructs the 3rd Avenue Extension, CamWest shall receive one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements. (Off-site improvements are all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage.)

7.2.6 CamWest shall receive a forty five percent (45%) credit for the half-street frontage improvements abutting the CamWest Development Area. In the event that the traffic impact analysis requires a full street improvement in lieu of a half-street improvement along the CamWest Development Area frontage, CamWest shall be entitled to one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements.

7.2.7 Reimbursable costs for transportation impact fees include design, engineering, and construction costs and the costs of right-of-way acquisition and the value of property dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.3 Guest parking shall be consistent with applicable City of Duvall Unified Development Regulations and shall be addressed as part of the Development Agreement.

7.4 Secondary Development Access.

7.4.1 City regulations require a secondary access to a development of 100 or more houses. An improved 268th Street/3rd Avenue shall be considered one access to the CamWest development.

7.4.2 CamWest shall have the option for the secondary access as follows: provide an additional connection north to 143rd Street, not including the use of 272nd Place NE, provided that 143rd Street is improved to the applicable standards by CamWest and/or others; or to connect to Big Rock Road.

7.4.3 In the event that the connection to Big Rock Road is CamWest's preferred option, frontage improvements to Big Rock Road shall be required to the extent reasonably necessary to make such a connection. The extent of those improvements shall be determined by the traffic impact analysis prepared in accordance with Section 7.1.

7.4.4 Consistent with applicable Duvall policies and State statutes, to the extent that CamWest designs and constructs the Big Rock Road frontage improvements, CamWest shall receive full credit against transportation impact fees owing for its off-site improvements (all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage). CamWest shall receive a thirty five percent (35%) credit for the half-street frontage improvements abutting the CamWest Development Area. Reimbursable costs include design, engineering, and construction costs, and the costs of right-of-way acquisition and the value of land dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.4.5 In the event that 143rd Street is the preferred option in accordance with Section 7.4.2, the Parties shall determine the appropriate scope of improvements and applicable transportation impact fee credits, if any.

8. Other Issues

8.1 The Development Agreement shall address the timing and conveyance of the City pad to the City. Such conveyance shall occur no later than the first phase of development of the CamWest property or as otherwise agreed by the Parties.

8.2 CamWest is responsible for providing a finished grade pad to the City of Duvall, including installed utilities, improved street frontage, etc. CamWest shall provide the proposed finish grade elevation to the City for City approval prior to construction drawing approval for the pad. Timing for completion of the pad, including installing utilities and frontage improvements, including the ability to request that those improvements shall be made in a specified time period, shall be addressed as part of the Development Agreement.

8.3 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size, that will be conveyed to the College in accordance with the Memorandum of Understanding (MOU) between the College, CamWest, and the City, in return for the City of Duvall owned property (Assessor's Parcel Numbers 2426069083, 2426069082 and 2426069081). Such boundary line adjustment shall be prepared by CamWest,

reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.4 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size that will be sold to the College in accordance with the MOU between the College, CamWest, and the City of Duvall. Such boundary line adjustment shall be prepared by CamWest, reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.5 CamWest shall agree to develop one (1) mixed use and/or commercial building as part of a future phase of the CamWest development. A site plan application shall be submitted by CamWest within five years after the approval date of the Development Agreement for the CamWest Development Area or within one year of the date of issuance of a certificate of occupancy for the first College building, whichever occurs first. CamWest shall construct the building within a timely manner after City approvals are issued. Details of such timelines shall be set out in the Development Agreement.

8.6 CamWest shall connect sewer from the intersection of 275th Avenue NE/Big Rock Road and the intersection of 3rd Avenue/Big Rock Road, or from the western terminus of the sewer line if installed by others. The system shall be gravity and collect sewer from the east to the west. The sewer line from 275th Avenue NE/Big Rock Road to the west shall be in the Big Rock Road right-of-way adjacent to Assessor's Parcel Number 242606-9070 (Jehovah's Witness Congregation) and Assessor's Parcel Number 242606-9071, (Mark and Victoria Smith) unless the City and CamWest determine that an alternative alignment is preferable. The alignment of the sewer line can then be through the CamWest Development Area, connecting back to 3rd Avenue/Big Rock Road in the 3rd Avenue alignment. The City shall be responsible for permitting the portion of the sewer line in Big Rock Road or alternative off-site improvement alignment, including all permitting costs, and shall provide a 100% credit of all costs incurred by CamWest for off-site improvements including, without limitation, design, materials, right-of-way acquisition, if any, and construction and installation costs, against the sewer general facilities charge and the sewer equalization fees.

9. General Provisions

9.1 Parties and Authority. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A memorandum of this Agreement shall be recorded against the properties described in **Exhibits A and B** with the King County Auditor. A complete copy of this Agreement shall be kept at Duvall City Hall and made available to anyone requesting review or a copy.

9.2 Execution. This Agreement shall be executed by the Parties no later than August 8, 2007.

9.3 Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.

9.4 Amendment of Agreement. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Duvall City Council.

9.5 Complete Agreement. This document contains all agreements of the Parties relating to pre-annexation of the Property.

9.6 Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.

9.7 Venue. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court

9.8 Attorneys' Fees and Costs. In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

9.9 Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

9.10 Mutual Drafting and Construction. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.

9.11 No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.

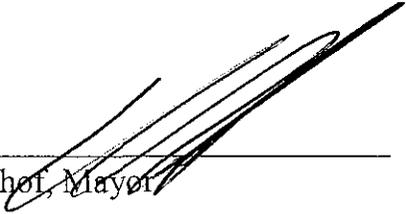
9.12 No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties as to the CamWest Property or its development.

9.13 Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successor and assigns of the Parties hereto.

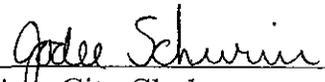
9.14 Counterparts. This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

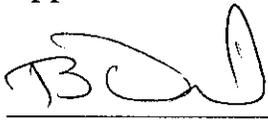
CITY OF DUVALL

By 
Will Ibershof, Mayor

Attested by:


Jodee Schwin, City Clerk

Approved as to form:



Bruce Disend, City Attorney

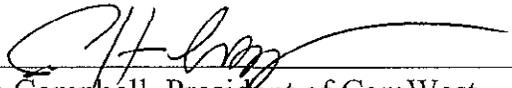
Date: July 26, 2007.

**CAMWEST DEVELOPMENT, INC. a
Washington corporation**

By 
Eric Campbell, President

Date: 8/6, 2007.

CAMWEST DUVALL LLC, a
Washington limited liability company

By 
Eric Campbell, President of CamWest
Development, Inc., its Managing Member

Its _____

Date: 8/6, 2007.

ATTACHMENTS

- Exhibit A** **Legal Description of CamWest Property**
- Exhibit B** **Legal Description of City Property**
- Exhibit C** **Resolution 06-12**
- Exhibit D** **Ordinance 1042**
- Exhibit E** **Pre-zoning Map**
- Exhibit F** **Glencairn Letter**

EXHIBIT "A"

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON;
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**

**EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**

**EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under Recording Number 7812200862, being a portion of the following described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington;

EXCEPTING THEREFROM any portion of the said premises lying within the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main tract.

EXHIBIT "A"

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,
WASHINGTON;
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

EXHIBIT "A"
(continued)

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN; IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under Recording Number 7812200862, being a portion of the following described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington;

EXCEPTING THEREFROM any portion of the said premises lying within the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main tract.

EXHIBIT "B"

City of Duvall

Parcels: 242606-9081
242606-9082
242606-9083

PARCEL A:

LOT 2 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT, AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

PARCEL B:

LOTS 3 AND 4 OF SHORT PLAT NO. 584107, AS RECORDED UNDER RECORDING NO. 8607010582, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Exhibit B

**CITY OF DUVALL
WASHINGTON**

RESOLUTION NO. 06-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUVALL ACCEPTING THE NOTICE OF INTENT TO ANNEX TO THE CITY THE PROPERTY KNOWN AS THE SOUTH/MULTI-FAMILY ANNEXATION, LOCATED IN THE SOUTHERN URBAN GROWTH AREA OF THE CITY

Whereas on July 26, 2006, the City received a Notice of Intent to Annex 108.71 acres of land in the South Urban Growth Area from Petitioners: AE and Susan Jones, Frank Wald, Allen Maurer, Merritt Maurer, Richard and Karen Carlson, Jeffrey Fintz, CamWest, John Verstrate, Nancy Miller, Susan Burton, Carolyn Willett, and Stephen and Becki Thomas; and

Whereas, the Petitioners are using the Direct Petition Method of annexation, authorized by RCW 35A.14, to request annexation; and the petitioners are the owners of ~50% of the value of the land of the proposed "South/Multi-Family Annexation" or 54.84 acres; and

Whereas, on September 14, 2006, the City Council met with the Petitioners to consider the proposed annexation; and

Whereas, the properties represented by the South/Multi-Family Annexation are within the City's Urban Growth Area and are designated Residential, 12 units per acre and Industrial on the City's Future Land Use Map; and

Whereas, there are no other contiguous parcels to the South/Multi-Family Annexation area that are within the City's Urban Growth Area and that are not within the City Limits; and

Whereas, the City Council has determined that accepting the annexation petition, subject to certain restrictions and conditions, is in the best interests of the City of Duvall;

Now, Therefore, be it Resolved by the City Council of the City of Duvall, Washington, as follows:

Section 1. The City of Duvall accepts the Notice of Intent to Annex from the Petitioners for the South/Multi-Family Annexation, for the properties legally described in the attached Exhibit "A", which is incorporated by reference the same as though it were fully set forth therein.

Section 2. The following conditions apply to the annexation:

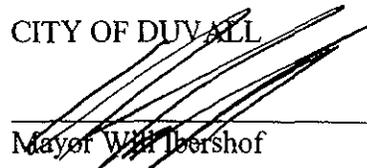
1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

Section 3. The City shall not be bound by acceptance of the Notice of Intent set forth herein which shall be purely a preliminary step in the complete review process.

Section 4. Finalization of the annexation shall be subject to conditions 1-6 set out in Section 2.

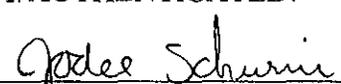
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th
DAY OF September, 2006.

CITY OF DUVALL



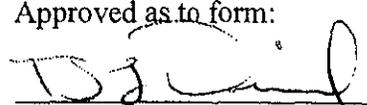
Mayor Will Ibershof

ATTEST/AUTHENTICATED:



Jodee Schwinn, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

TO: City Council
FROM: Doreen Booth, City Hall Administrator/Planning Director
MEETING DATE: September 14, 2006
SUBJECT: South/Multi-Family UGA Annexation Proposal

DB

On July 26, 2006, the City received a Notice of Intent to Annex from CamWest Development. CamWest is the applicant for a 108.71 acre annexation in the city's south urban growth area. The annexation proposal encompasses twenty nine parcels; three of those parcels are owned by the City of Duvall. The majority of the parcels are in individual ownership. The northern portion of the area is designated Commercial and R12, Residential-12 units per acre in the 2004 Comprehensive Plan; the southern portion is designated Industrial. A comprehensive plan amendment for the south portion from Industrial to R12 and Commercial, is currently in process. The Annexation Petition encompasses the remaining parcels in the south UGA, there are no other contiguous parcels that are within the city's urban growth area and outside of the city limits.

Exhibits

Exhibit A Notice of Intent to Annex, including map and legal description
Exhibit B RCW 35A.14.120-150 and 35A.14.200
Exhibit C Memorandum of Understanding, LWTC, City of Duvall and CamWest

Annexation Process, RCW35A.14

The process for annexation is outlined in RCW 35A.14. The petitioner's are proposing an annexation under the Direct Petition Method of Annexation. I have included RCW 35A.14.120-150 here for your information. Briefly, the annexation process is as follows:

1. The initiating parties, who shall be the owners of property not less than 10% in value, shall notify the legislative body in writing of their intention to commence annexation proceedings. The legislative body shall set a date within 60 days after the filing of the request, for a meeting to determine if the city will accept, reject, or geographically modify the proposed annexation, whether it shall require the assumption of all or a portion of any city indebtedness by the area to be annexed, and whether it will require the simultaneous adoption of a proposed zoning regulation. Approval of the City Council shall precede the circulation of the petition. There shall be no appeal from the decision of the City Council. **This is the step this annexation proposal is on. Owners of 54.84 acres, 50% of the annexation area, have signed the letter of intent to annex.**
2. If the City Council agrees to accept the proposed annexation, the petitioners shall circulate a petition signed by the owners of property not less than 60% in value, provided that a petition for annexation of an area having at least 80% of its boundaries contiguous with the city limits, need by signed by only the owners of not less than 50% in value.
3. When such petition is filed, the City Council shall set a public hearing date to take public testimony on the annexation petition.
4. Following the hearing, the City Council accepts or rejects the annexation proposal.
5. City submits annexation package to Boundary Review Board (BRB). The BRB shall consider the factors set out in RCW35A.14.200 (included here).
6. Following BRB approval, the City approves annexation by ordinance; holding a public hearing on zoning and adopting zoning if appropriate.

Other Information

The proposed annexation area contains 108.71 acres. CamWest has options on ~ 46 acres of the annexation area. The city owns ~ 5 acres of the area. The property the city owns and the properties that CamWest has options on is subject to a Memorandum of Understanding between the City of Duvall, CamWest, and Lake Washington Technical College related to future land transfers.

The City Council also has the ability to require a Pre-Annexation Agreement for the property, setting out specific development requirements for the site. Staff will be recommending a Pre-Annexation Agreement for the southern portion of the annexation area, the area currently designated Industrial. The Pre-Annexation Agreement will likely set out parameters for a future development agreement for the project site. A Pre-Annexation Agreement for the northern portion of the annexation area will also be considered.

Consistency with Annexation Plan Timing

Specific analysis of the annexation compared to the *Duvall Annexation Plan* Goals and Policies will be completed if the Notice of Intent to Annex is approved. The Duvall Annexation Plan recommends that the South UGA and South Multi-Family UGA be annexed in 2006/2007. The submittal of the Notice of Intent to Annex is consistent with that timeline.

Staff Recommendation

Staff recommends that the City Council accept the Notice of Intent to Annex for the South/Multi-Family UGA; subject to the following:

1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

RECEIVED

JUL 26 2006

CITY OF DUVAL



City of Duvall

Small Town. Real Life.

15535 Main St. NE
PO Box 1300
Duvall, WA 98019
(425) 788-2779
www.duvallwa.gov

Notice of Intent to Annex Petition Form

This form must be completed (clearly printed or typed) and submitted to the City to file an application along with the Master Permit Application. In addition, the applicant shall provide all fees as determined by the Planning Director (see attached Fee Schedule). For questions, please contact the Planning Department at (425) 788-2779.

FOR STAFF USE ONLY

File No.:	Received By:	Date Received:
-----------	--------------	----------------

Primary Applicant / Contact Name: CamWest Development, Inc. / Leslie Paterson, Development Project Manager
Mailing Address: 9720 NE 120th PL, Suite 100, Kirkland, WA 98034

Phone # (425) 825-1955

Signature: CamWest Development, Inc, a Washington corporation, By: Bruce Howtha
VICE PRESIDENT FOR DEVELOPMENT

In addition to meeting the conditions and requirements of DMC 14.82, the applicant shall provide the following information:

1. Notice of Intent to Annex fee: \$1000.00
2. Title Report (current within 90 days).
3. Legal description of property. (Exhibit A)
4. Map of properties, including Duvall vicinity map. (Exhibit B)
5. Notice of Intent Petition. (attached) Additional pages or individual signature sheets for each property owner may be submitted separately.
6. Certified excerpt of corporate bylaws if officer signing on behalf of corporation.

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. is a true and accurate copy of the original.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal line extending to the right.

Leslie Paterson
Development Project Manager
Cam West Development, Inc.

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF
SOLE SHAREHOLDER AND DIRECTOR OF
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

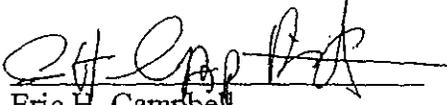
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15th day of February 2005.

CAMWEST DEVELOPMENT, INC.


Eric H. Campbell,
Sole Shareholder and Director

CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME *South UGA*

Total Area (size in acres) *108.71* **Total Acreage Represented by the signatures** *54.84*

I/We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the *SOUTH UGA* Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

<p>1. NAME (Print) <i>A. E. JONES</i> ADDRESS <i>27026-NE Big Rock Rd</i> PROPERTY DESCRIPTION <i>2426069064</i> (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>RE Jones</i> DATE <i>6-29-06</i> TOTAL ACREAGE TO BE ANNEXED <i>15.02</i></p>
<p>NAME (Print) <i>Susan M. Jones</i> ADDRESS <i>27026-NE Big Rock Rd</i> PROPERTY DESCRIPTION <i>2426069064</i> (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>SUSAN M. Jones</i> DATE TOTAL ACREAGE TO BE ANNEXED <i>15.02</i></p>
<p>3. NAME (Print) <i>FRANK</i> ADDRESS <i>27116 NE Big Rock Rd</i> PROPERTY DESCRIPTION <i>2426069062</i> (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Frank S. Wald</i> DATE <i>6-29-06</i> TOTAL ACREAGE TO BE ANNEXED <i>10 5.05</i></p>
<p>4. NAME (Print) <i>FRANK S. WALD</i> ADDRESS <i>27116 NE Big Rock Rd</i> PROPERTY DESCRIPTION <i>2426069004</i> (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Frank S. Wald</i> DATE <i>6-29-06</i> TOTAL ACREAGE TO BE ANNEXED <i>10 5.02</i></p>

CONTINUED ON NEXT PAGE

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Allen T. Maurer SIGNATURE *Allen T. Maurer*
 ADDRESS 2208 NW Market St, #505, Seattle, WA 98107 DATE 7/10/06
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Merritt M. Maurer SIGNATURE 
 ADDRESS 2301 Perkins LN W, Seattle, WA 98199 DATE 7/10/06
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

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 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

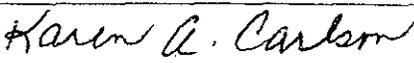
I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature:

Date:

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Richard L. Carlson SIGNATURE 
 ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7/14/06
 PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) Karen A. Carlson SIGNATURE 
 ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7-14-06
 PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Jeffrey Fintz SIGNATURE *Jeffrey Fintz*
 ADDRESS 6418 146th AVE NE, Redmond, WA 98052 DATE 7/8/06
 PROPERTY DESCRIPTION 242606-9073 TOTAL ACREAGE TO BE ANNEXED 5.00
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE
 ADDRESS DATE
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED
 (Section and tax lot number or subdivision and lot number)

Staff Use Only

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: _____ Date: _____

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) Approx ^{108.71}~~100.76~~ **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

1.	NAME (Print) CamWest 154 LLC	SIGNATURE	
	ADDRESS 9720 NE 120 th PL, Suite 100, Kirkland, WA 98034	DATE	7-24-06
	PROPERTY DESCRIPTION Parcel 732580-0070	TOTAL ACREAGE TO BE ANNEXED	2.06 1.88
(Section and tax lot number or subdivision and lot number)			
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF
SOLE SHAREHOLDER AND DIRECTOR OF
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

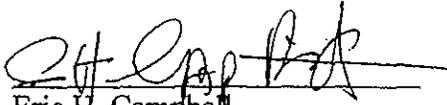
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15th day of February 2005.

CAMWEST DEVELOPMENT, INC.


Eric H. Campbell,
Sole Shareholder and Director

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

CAMWEST 154 LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 6/24/2005

UBI Number: 602-515-468

APPID: 313465



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. and Certificates of Formation to Camwest 154 LLC are a true and accurate copies of the originals.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal flourish extending to the right.

Leslie Paterson
Development Project Manager
Cam West Development, Inc.

CERTIFICATE OF FORMATION

OF

FILED
SECRETARY OF STATE

JUN 24 2005

STATE OF WASHINGTON

602 515 468

CamWest 154 LLC

Kelly J. Price, Chief Financial Officer of CamWest Development, Inc., hereby executes this Certificate of Formation for the purpose of forming a limited liability company under Title 25 of the Revised Code of Washington.

1. The name of the limited liability company is:

CamWest 154 LLC

2. The name of the initial registered agent is:

CamWest Development, Inc.

3. The street address of the initial registered office is:

9720 NE 120th Place, Suite 100
Kirkland, WA 98034

4. The address of the principal place of business of the limited liability company is:

c/o CamWest Development, Inc.
9720 NE 120th Place, Suite 100
Kirkland, WA 98034

5. The latest date on which the limited liability company is to dissolve is December 31, 2053.

6. Management of the limited liability company is vested in one or more managers:
 YES NO

7. The name and address of the person executing this certificate of formation is:

Kelly J. Price, Chief Financial Officer
CamWest Development, Inc.
9720 NE 120th Place, Suite 100
Kirkland, WA 98034

DATED this 23rd day of June, 2005.



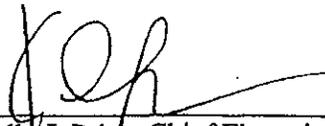
Kelly J. Price, Executer
Chief Financial Officer of CamWest Development, Inc.

CONSENT TO APPOINTMENT AS REGISTERED AGENT

CamWest Development, Inc. ("CamWest"), hereby consents to serve as Registered Agent in the state of Washington for CamWest 154 LLC, a Washington limited liability company. CamWest understands that as agent for the limited liability company, it is responsible for receiving service of process in the name of the limited liability company; to forward all mail to the limited liability company; and to immediately notify the office of the Secretary of State in the event of its resignation or of any changes in the registered office address of the limited liability company for which it is agent.

Executed this 23rd day of June, 2005.

CAMWEST DEVELOPMENT, INC.

By: 
Kelly J. Price, Chief Financial Officer

NAME OF REGISTERED AGENT: CamWest Development, Inc.

ADDRESS OF REGISTERED AGENT: 9720 NE 120th Place, Suite 100
Kirkland, WA 98034

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

<p>1. NAME (Print) JOHN A VERSTRATE</p> <p>ADDRESS 636 W 57th ST, Marysville, OH 43040</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>John A Verstrate</i></p> <p>DATE July 11, 2006</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>2. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED 3.54 Acres <i>Duvall</i></p> <p>27028 NE 143rd PL</p>
<p>3. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>4. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

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1.	NAME (Print) Nancy C. Miller	SIGNATURE <i>Nancy C. Miller</i>	
	ADDRESS 27029 NE 143 rd Place	DATE 7/11/06	
	PROPERTY DESCRIPTION King County Tax Parcel #732580-0170		
	at 17, Rio Vista Ranchettes, in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.		
	TOTAL ACREAGE TO BE ANNEXED 3.54		
	(Section and tax lot number or subdivision and lot number)		
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

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WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

<p>1. NAME (Print) SUSAN BURTON</p> <p>ADDRESS 21066 NE 143rd PL</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Susan Burton</i></p> <p>DATE 7/10/06</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>2. NAME (Print) Carolyn Willett</p> <p>ADDRESS 27065 NE 143rd PL</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>Carolyn Willett</i></p> <p>DATE 7/10/06</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>3. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>
<p>4. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>

**CITY OF DUVALL
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

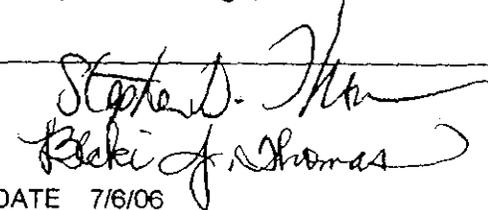
ANNEXATION NAME South UGA

Total Area (size in acres) **Total Acreage Represented by the signatures**

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1.	NAME (Print)	RIO VISTA RANCHETTES LLC, STEPHEN D. & BECKI J. THOMAS	SIGNATURE	
	ADDRESS	26854 NE 143 RD PLACE - DUVALL, WA 98019	DATE	7/6/06
	PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)	NE 24 26 6, TAX ID #732580-0180	TOTAL ACREAGE TO BE ANNEXED	3.52
2.	NAME (Print)	SIGNATURE		
	ADDRESS	DATE		
	PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)	TOTAL ACREAGE TO BE ANNEXED		
3.	NAME (Print)	SIGNATURE		
	ADDRESS	DATE		
	PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)	TOTAL ACREAGE TO BE ANNEXED		
4.	NAME (Print)	SIGNATURE		
	ADDRESS	DATE		
	PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)	TOTAL ACREAGE TO BE ANNEXED		

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

RIO VISTA RANCHETTES LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 10/21/2004

UBI Number: 602-439-838

APPID: 168925



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State



STATE OF WASHINGTON
SECRETARY OF STATE

SECRETARY OF STATE
SAM REED

APPLICATION TO FORM A
LIMITED LIABILITY COMPANY

(Per Chapter 23.15 RCW)
FEE: \$175

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

• Please PRINT or TYPE in black ink
• Sign, date and return original AND ONE COPY TO:
CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 34000
OLYMPIA, WA 98504-0234

OCTOBER 21, 2004

FILED: / / UBI: 602 439 838
CORPORATION NUMBER:

• BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

10/21/2004 498904
\$175.00 Check #5105
Tracking ID: 797448
Doc No: 498904-001

FOR ORIGINATOR USE ONLY

FOR ORIGINATOR USE ONLY

FOR ORIGINATOR USE ONLY

Important! Person to contact about this filing: BECKI THOMAS
Daytime Phone Number (with area code): (425) 788-1910

CERTIFICATE OF FORMATION

NAME OF LIMITED LIABILITY COMPANY (LLC) (Must contain the word "Limited Liability Company", "Limited Liability Co.", "LLC," or "LLC")
RIO VISTA RANCHETTES LLL

ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS
Street Address (Required) 28803 NE BIG ROCK RD DUVALL WA 98019
City State ZIP
PO Box (Optional - Must be in same city as street address) P.O. BOX 431 ZIP (if different than street ZIP) 98019

EFFECTIVE DATE OF LLC (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)
 Specific Date: _____ Upon filing by the Secretary of State

DATE OF DISSOLUTION (if applicable) _____ MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS
 Yes No

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT
Name STEPHEN D. THOMAS
Street Address (Required) 28803 NE BIG ROCK RD DUVALL WA 98019
City State ZIP
PO Box (Optional - Must be in same city as street address) PO BOX 431 ZIP (if different than street ZIP) 98019

I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Stephen D. Thomas STEPHEN D. THOMAS 10/19/04
Signature of Agent Printed Name Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (if necessary, attach additional names and addresses)

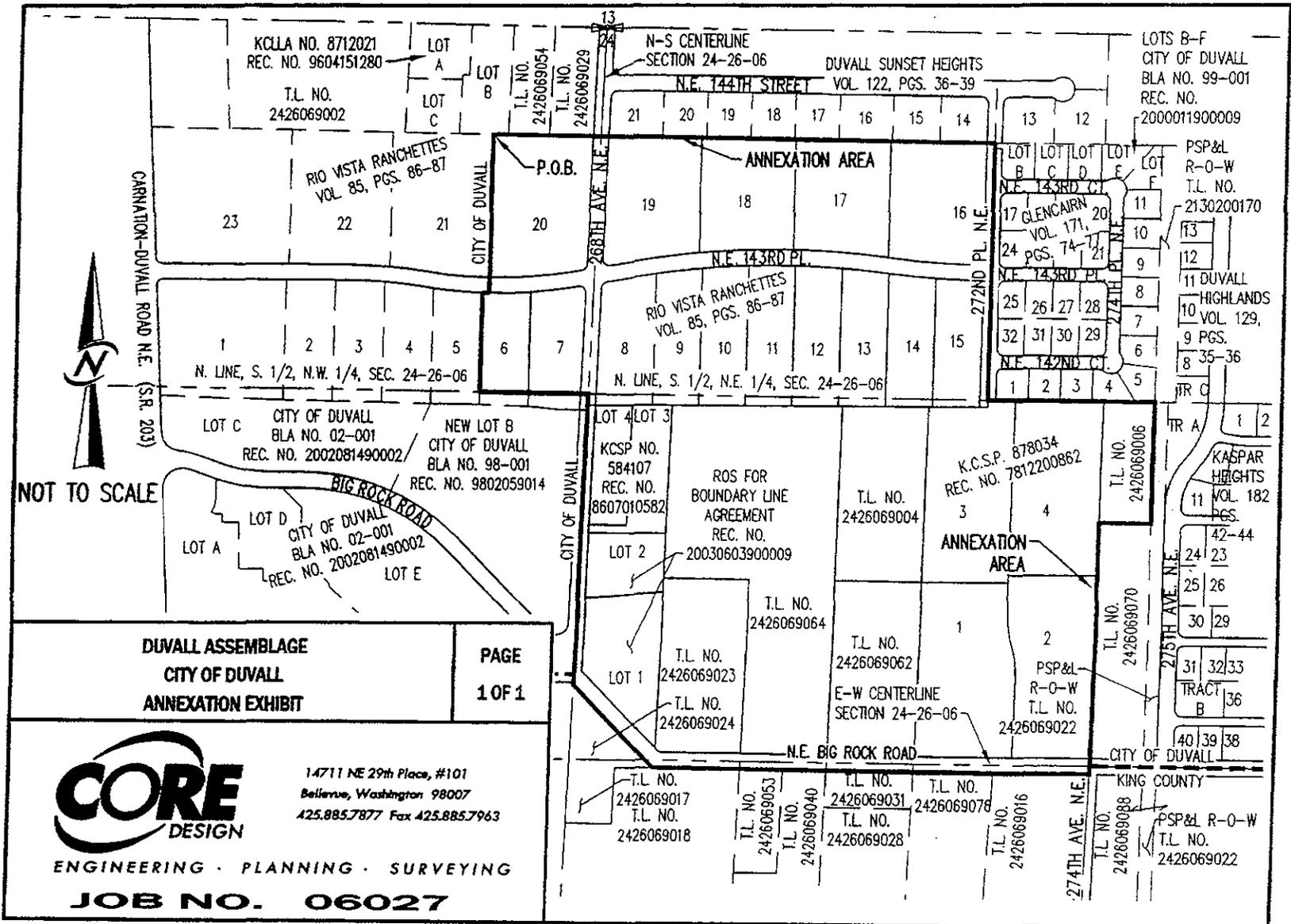
Printed Name STEPHEN D. THOMAS Signature Stephen D. Thomas
Address P.O. BOX 431 City DUVALL State WA ZIP 98019

Printed Name BECKI J. THOMAS Signature Becki J. Thomas
Address P.O. BOX 431 City DUVALL State WA ZIP 98019

Printed Name _____ Signature _____
Address _____ City _____ State _____ ZIP _____

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1486)

002-001 (9/00)



KCLA NO. 8712021
REC. NO. 9604151280
T.L. NO.
2426069002

RIO VISTA RANCHETTES
VOL. 85, PGS. 86-87

LOT C CITY OF DUVALL
BLA NO. 02-001
REC. NO. 2002081490002

LOT D CITY OF DUVALL
BLA NO. 02-001
REC. NO. 2002081490002

LOT E

NEW LOT B
CITY OF DUVALL
BLA NO. 98-001
REC. NO. 9802059014

KCSP NO.
584107
REC. NO.
8607010582

ROS FOR
BOUNDARY LINE
AGREEMENT
REC. NO.
20030603900009

T.L. NO.
2426069023

T.L. NO.
2426069024

T.L. NO.
2426069017
T.L. NO.
2426069018

T.L. NO.
2426069053
T.L. NO.
2426069040

T.L. NO.
2426069031
T.L. NO.
2426069028

T.L. NO.
2426069078

T.L. NO.
2426069016

T.L. NO.
2426069088

LOTS B-F
CITY OF DUVALL
BLA NO. 99-001
REC. NO.
2000011900009

PSP&L
R-O-W
T.L. NO.
2130200170

11 DUVALL
HIGHLANDS
10 VOL 129,
9 PGS.
8 35-36

TR A 1 2
KASPAR
HEIGHTS
11 VOL 182
PGS.
42-44
24 23
25 26
30 29

TRACT
B
36
40 39 38

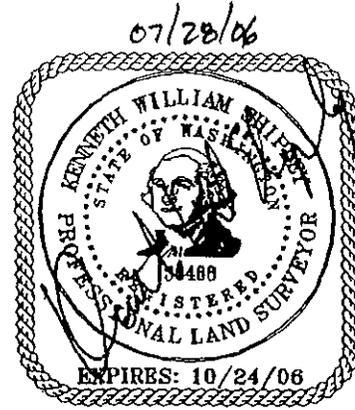
KING COUNTY
PSP&L R-O-W
T.L. NO.
2426069022

Legal Description – Annexation Area

That portion of the northeast quarter, the north half of the southeast quarter and the north half of the northwest quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

BEGINNING at the northwest corner of Lot 20, Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, at Pages 86 and 87, records of King County, Washington; thence easterly, along the north line of said plat and the easterly prolongation thereof, to a point of intersection with the centerline of 272nd Place N.E.; thence southerly, along said centerline, to the north line of the south half of said northeast quarter of Section 24 and a point on the north line of King County Short Plat No. 878034, recorded under King County Recording No. 7812200862; thence easterly, along said north line of the south half and along said north line of Short Plat No. 878034 and the easterly prolongation thereof, to the westerly margin of the Seattle-Tacoma Power Company right-of-way; thence southerly, along said margin, to the southeast corner of the north two acres of the east half of the southeast quarter of said northeast quarter lying westerly of said Seattle-Tacoma Power Company right-of-way; thence westerly, along the south line of said north two acres, to the east line of the west half of said southeast quarter of the northeast quarter and a point on the east line of said short plat; thence southerly, along said east line of the west half and along the east line of said short plat and the southerly prolongation thereof, to the common line between said northeast quarter and said southeast quarter of Section 24 and a point of intersection with the centerline of N.E. Big Rock Road (N.E. 140th Street) according to King County Road Survey No. 782 for J.D. Mercer Rd.; thence southerly, along the east line of the west half of the northeast quarter of said southeast quarter of Section 24 to the southerly right-of-way margin of said N.E. Big Rock Road; thence westerly and northwesterly, along said southerly margin, to the common line between the northwest quarter and northeast quarter of said Section 24; thence northerly, along said common line, to the south line of the north half of said northwest quarter of Section 24; thence westerly, along said south line, to the west line of Lot 6 of said plat of Rio Vista Ranchettes; thence northerly, along said west line, to the southerly right-of-way margin of N.E. 143rd Place;

thence easterly, along said southerly margin, to a point of intersection with the southerly prolongation of the west line of Lot 20 of said plat; thence northerly, along said west line of Lot 20 and the southerly prolongation thereof, to the POINT OF BEGINNING.



RCW 35A.14.110
 Election method is alternative.

The method of annexation provided for in RCW 35A.14.015 through 35A.14.100 is an alternative method and is additional to the other methods provided for in this chapter.

[1967 ex.s. c 119 § 35A.14.110.]

RCW 35A.14.120
 Direct petition method -- Notice to legislative body -- Meeting -- Assumption of indebtedness -- Proposed zoning regulation -- Contents of petition.

Proceedings for initiating annexation of unincorporated territory to a charter code city or noncharter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed, in the following manner. This method of annexation shall be alternative to other methods provided in this chapter. Prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings. The legislative body shall set a date, not later than sixty days after the filing of the request, for a meeting with the initiating parties to determine whether the code city will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness and/or the adoption of a proposed zoning regulation, it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts. Approval by the legislative body shall be a condition precedent to circulation of the petition. There shall be no appeal from the decision of the legislative body. A petition for annexation of an area contiguous to a code city may be filed with the legislative body of the municipality to which annexation is desired. It must be signed by the owners, as defined by RCW 35A.01.040(9) (a) through (d), of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned: PROVIDED, That a petition for annexation of an area having at least eighty percent of the boundaries of such area contiguous with a portion of the boundaries of the code city, not including that portion of the boundary of the area proposed to be annexed that is coterminous with a portion of the boundary between two counties in this state, need be signed by only the owners of not less than fifty percent in value according to the assessed valuation for general taxation of the property for which the annexation is petitioned. Such petition shall set forth a description of the property according to government legal subdivisions or legal plats and shall be accompanied by a map which outlines the boundaries of the property sought to be annexed. If the legislative body has required the assumption of all or any portion of city indebtedness by the area annexed or the adoption of a proposed zoning regulation, these facts, together with a quotation of the minute entry of such requirement, or requirements, shall also be set forth in the petition.

RCW 35A.14.130
 Direct petition method -- Notice of hearing.

Whenever such a petition for annexation is filed with the legislative body of a code city, which petition meets the requirements herein specified and is sufficient according to the rules set forth in RCW 35A.01.040, the legislative body may entertain the same, fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city. The notice shall also be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation.

RCW 35A.14.140
 Direct petition method -- Ordinance providing for annexation.

Following the hearing, if the legislative body determines to effect the annexation, they shall do so by ordinance. Subject to RCW 35.02.170, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any property not described in the petition. Upon passage of the annexation ordinance a certified copy shall be filed with the board of county commissioners of the county in which the annexed property is located.

RCW 35A.14.150

Direct petition method -- Effective date of annexation.

Upon the date fixed in the ordinance of annexation the area annexed shall become part of the city. All property within the territory hereafter annexed shall, if the annexation petition so provided, be assessed and taxed at the same rate and on the same basis as the property of such annexing code city is assessed and taxed to pay for the portion of any then-outstanding indebtedness of the city to which said area is annexed, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the date of annexation and that the city has required to be assumed. If the annexation petition so provided, all property in the annexed area shall be subject to and a part of the proposed zoning regulation as prepared and filed as provided for in RCW 35A.14.330 and 35A.14.340.

RCW 35A.14.200

Determination by county annexation review board -- Factors considered -- Filing of findings and decision.

The jurisdiction of the county annexation review board shall be invoked upon the filing with the board of a resolution for an annexation election as provided in RCW 35A.14.015, or of a petition for an annexation election as provided in RCW 35A.14.030, and the board shall proceed to hold a hearing, upon notice, all as provided in RCW 35A.14.040. A verbatim record shall be made of all testimony presented at the hearing and upon request and payment of the reasonable costs thereof, a copy of the transcript of such testimony shall be provided to any person or governmental unit. The board shall make and file its decision, all as provided in RCW 35A.14.050, insofar as said section is applicable to the matter before the board. Dissenting members of the board shall have the right to have their written dissents included as part of the decision. In reaching a decision on an annexation proposal, the county annexation review board shall consider the factors affecting such proposal, which shall include but not be limited to the following:

(1) The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive use plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years, location and coordination of community facilities and services; and

(2) The need for municipal services and the available municipal services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, present cost and adequacy of governmental services and controls, the probable future needs for such services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in area and adjacent area, the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and

(3) The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.

The county annexation review board shall determine whether the proposed annexation would be in the public interest and for the public welfare. The decision of the board shall be accompanied by the findings of the board. Such findings need not include specific data on all the factors listed in this section, but shall indicate that all such factors were considered.

MEMORANDUM OF UNDERSTANDING

Between
Lake Washington Technical College
and
City of Duvall
and
CamWest Development, Inc.

This memorandum summarizes the discussions among Lake Washington Technical College (LWTC), the City of Duvall (Duvall) and CamWest Development, Inc., (CamWest) involving the purchase, transfer and exchange of certain real estate described below and constitutes a non-legally binding memorandum of understanding. The parties intend to complete the transactions described herein in a negotiated legally binding agreement that will be signed by all parties. All such transactions will be subject to the approval of the boards of directors or governing bodies of LWTC and Duvall.

Overview of Real Estate Transactions

The City of Duvall owns Parcel A as depicted in Attachment 1 (Assessor's Parcel Numbers 242606-9081, 9082, and 9083), parcels totaling approximately five acres. CamWest currently has options to purchase parcels of property as outlined in Attachment 1, identified as Parcels B, C & D. Parcel B, APN 242606-9023, is approximately five acres; Parcel C APN 242606-9064, approximately fifteen acres, and Parcel D, APN's 242606-9062 and 9004, totaling approximately ten acres. It is the intent of the parties that upon completion of the transactions below, that LWTC will own Parcel B, and approximately five acres of the southern portions of Parcels C & D. These properties will be used to develop an LWTC branch campus to serve the educational needs of the area. CamWest will own Parcels A, C and D, except for approximately five acres on the southern portions of Parcels C and D transferred to LWTC. CamWest will gift to Duvall approximately two acres on the northern portion of Parcel C or Parcel D for the building and operation of a police station to serve the needs of Duvall.

In addition, Duvall and CamWest contemplate that an agreement will be reached to provide for a park open to the public on a portion of Parcel D and/or Parcel C. This park will not, however, be located on any portion of Parcels C or D owned by LWTC. CamWest and Duvall will work together to determine the participation of each party in the ownership/maintenance of any such park.

LWTC and CamWest will also work together to assure that appropriate easements and/or rights-of-way are in place to allow certain roads/utilities to be constructed by CamWest to access Parcels C and D from Big Rock Road.

Lake Washington Technical College

LWTC intends to purchase from CamWest all rights, title and interest in Parcel B, commonly referred to as the Maurer property, outlined in Attachment 1. LWTC will utilize a state grant of

CamWest Development, Inc.

CamWest will gift a portion of the market value of Parcel B as a match for a \$500,000 grant allocated to LWTC by the state. CamWest will transfer to LWTC all rights, title and interests to Parcel B for an amount not to exceed \$500,000. LWTC intends to obtain approval to build a branch campus on Parcel B.

CamWest will transfer to LWTC all rights, title and interest to the southern portions of Parcels C and D to total approximately five acres. (Those southern portions are outlined in Attachment 1). In exchange for the transfer of those portions of Parcel C and D to LWTC, LWTC will transfer to CamWest all rights, title and interest to Parcel A. CamWest will then be able to access its northern portions of Parcel C from the west, and LWTC will be able to expand its branch campus with contiguous properties.

CamWest and LWTC will work together to develop appropriate agreed upon easements and/or right-of-way that would allow for the construction of utilities and the ingress/egress by CamWest to those northern portions of Parcels C and D owned by CamWest or reserved for the Duvall Police Station.

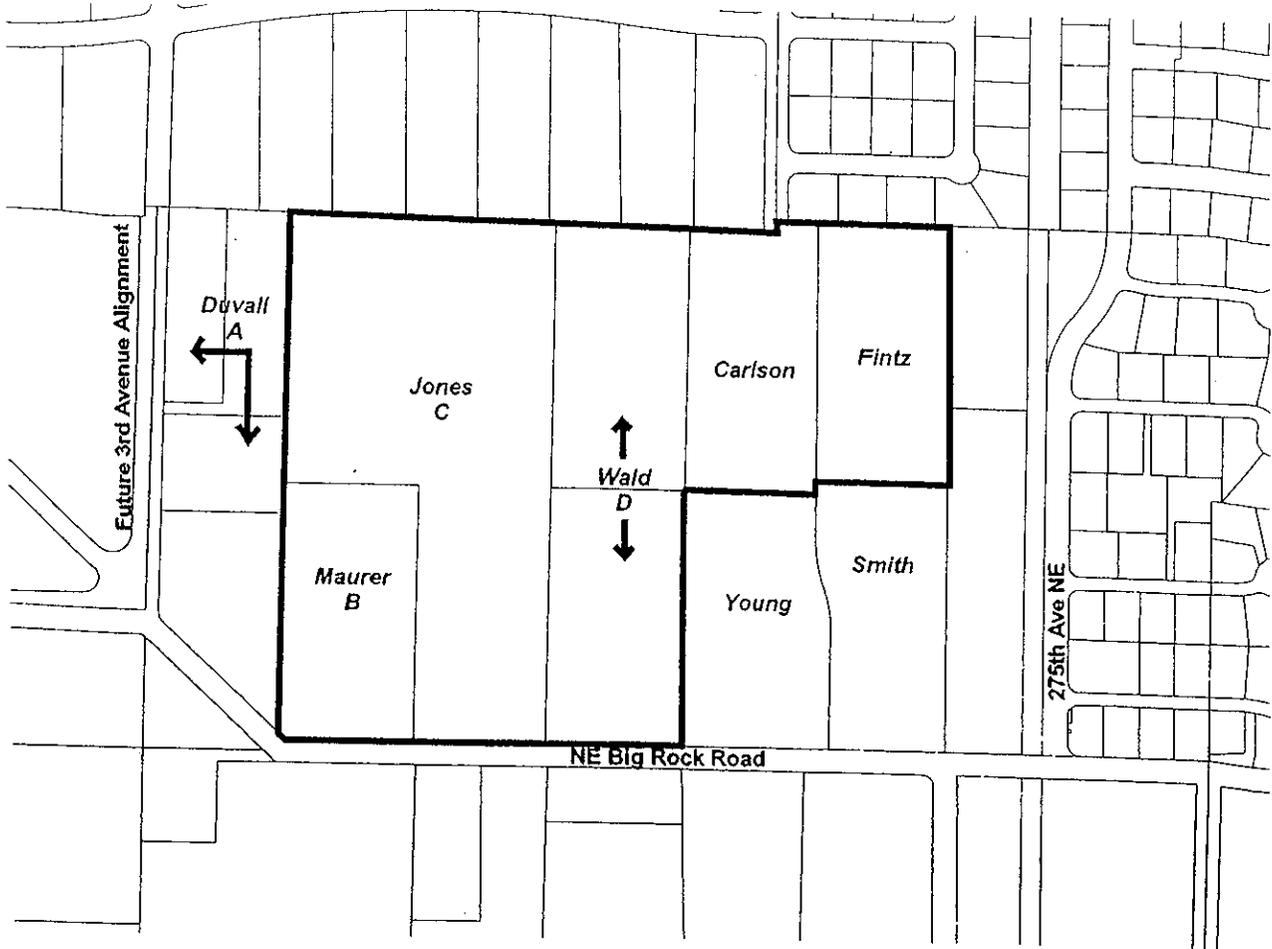
CamWest will work with Duvall in good faith to site a two acre pad that shall be deeded to the City of Duvall for future expansion of the Duvall Police Facility on the northern portion of Parcel C or D. Such facility shall have access off a public street.

CamWest will work with Duvall in good faith to specify ownership and/or maintenance obligations for the anticipated park to be located on Parcel C or D or a combination of those Parcels. However, the park will not be located on those portions of C or D transferred to LWTC by CamWest.

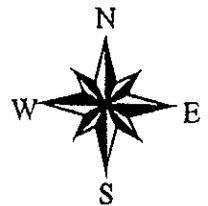
All parties agree to proceed in good faith to expedite the above expressed understandings to facilitate resolution of these transactions in a timely manner. It is anticipated that all of the above transactions may not occur simultaneously. The parties agree to work together to complete the transactions as outlined. However, the parties also acknowledge that some flexibility in the progression of the transactions may be needed and agree to proceed otherwise based on mutual agreement.

All parties further commit to proceeding forward on all the above transactions once the first transfer or exchange of property occurs. All parties are interested in resolving the sale and exchanges as soon as practicable. To that end, the parties agree to enter into negotiations in good faith and make every effort to achieve the goals of the above outlined transactions.

LWTC/Camwest/Duvall MOV



City of Duvall
Vicinity Map



**CITY OF DUVALL
WASHINGTON**

ORDINANCE NO. 1042

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF DUVALL, WASHINGTON, ADOPTING THE 2006
AMENDMENTS TO THE DUVALL COMPREHENSIVE
PLAN**

WHEREAS, the City Council of the City of Duvall adopted the current Comprehensive Plan on November 23, 2004; and

WHEREAS, the State Growth Management Act (RCW Chapter 36.70A) requires that all comprehensive land use plans and development regulations shall be subject to continuing review and evaluation by the city that adopted them; and

WHEREAS, each year, the City accepts applications for amendments to the Comprehensive Plan and docket those amendments; and

WHEREAS, in 2006, the City received one private amendment request from CamWest to change the land use designation on approximately 54 acres of land in the South Urban Growth Area from Industrial to R-12 and Commercial and to make related policy changes; and

WHEREAS, a number of city-generated amendments have also been proposed as follows: amending the land use designation on approximately 11 acres of land from Industrial to R-12 and Commercial; updating the Land Use Element related to residential and jobs/housing targets; adding new Mixed Use – Institutional zoning district to Commercial land use designation; amending designated land use by acreage; adding policies related to Lake Washington Technical College campus; updating the Economic Development element based on the Economic Development Plan prepared by Berk and Associates; reviewing and updating the Capital Facilities Element as needed; updating population projections; and making other amendments as necessary; and

WHEREAS, on May 11, 2006, the City Council directed staff to move forward to process and analyze the submitted amendments; and

WHEREAS, a number of public meetings were held on the proposed 2006 Comprehensive Plan Amendments, including a public meeting on September 27, 2006, and at Planning Commission meetings on September 7th and 21 and on October 5, 12, and 19th; and

WHEREAS, on October 6, 2006, the review required by the State Department of Community, Trade, and Economic Development began and such review ended on December 5,

2006; and

WHEREAS, the City completed the environmental review of the proposed amendments and adopted a Determination of Nonsignificance (DNS) on October 30, 2006; and

WHEREAS, the City adopted an Addendum to the Determination of Nonsignificance (DNS) on November 17, 2006, based on new information; and

WHEREAS, the City of Duvall Planning Commission held a Public Hearing on October 26, 2006, and recommended approval of the proposed 2006 Comprehensive Plan amendments to the Duvall City Council; and

WHEREAS, the Duvall City Council held a Public Hearing on the proposed 2006 Comprehensive Plan amendments on November 9, 2006 and continued the hearing to November 21, 2006;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The 2006 amendments to the City of Duvall Comprehensive Plan, as set forth in the attached Exhibit A, are hereby adopted.

Section 2. The re-designation of the properties in the South UGA shall be consistent with the legal description designated Option B, as set forth in the attached Exhibit B. The North Parcel, Alt. 2 shall be designated "R-12" and the South Parcel, Alt. 2, shall be designated "Commercial". Such redesignation is consistent with the draft Land Use Map.

Section 3. The redesignation of the three properties in the South UGA not included as part of the legal description in Exhibit B shall be as follows; generally, the southerly parcels or portions of parcels shall be designated "Commercial" and the northern parcels or portions of parcels shall be designated "R12" at the same general location as set out for the CamWest-controlled parcels abutting Assessor's Parcel Number 2426069071, and specifically as follows:

Assessor's Parcel Number 2426069071; this parcel shall be designated "Commercial";

Assessor's Parcel Number 2426069006; this parcel shall be designated "R-12";

Assessor's Parcel Number 2426069070; the southern portion of the parcel shall be designated "Commercial" and the northern portion shall be designated "R-12". The area of the Parcel commencing at the northeast corner of Assessor's Parcel Number 2426069071 running north approximately 195 feet to the northwest corner of Assessor's Parcel Number 2426069070, then east to the northeast corner of Assessor's Parcel Number 2426069070, then south approximately 195 feet and then west back to the northeast corner of Assessor's Parcel Number 2426069071 shall be designated "R-12" and the remaining southern portion of the Parcel shall be designated "Commercial", as set forth in the attached Exhibit C.

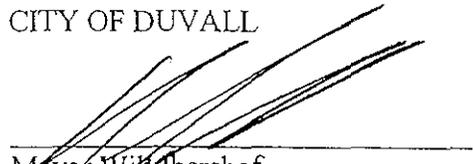
Such redesignation is consistent with the draft Land Use Map.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF DECEMBER, 2006.

CITY OF DUVALL



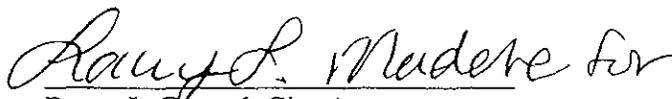
Mayor Will Ibershof

ATTEST/AUTHENTICATED:



Jodee Schwinn, City Clerk

Approved as to form:



Bruce L. Disend, City Attorney

Passed by the City Council: 12-14-06

Ordinance No. 1042

Date of Publication: 12-21-06

OPTION B

CORE DESIGN, INC.
BELLEVUE WA 98007

Core Project No: 06027
3/29/06

LEGAL DESCRIPTION – North Parcel, Alt #2

That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

COMMENCING at the northwest corner of said subdivision and a point on the centerline of 268th Ave. N.E.; thence S89°17'55"E, along the north line of said subdivision, 30.01 feet to the easterly right-of-way margin of said 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 41.04 feet to the south line of Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, Pages 86 and 87, records of said county and the POINT OF BEGINNING of the herein described tract of land; thence S89°52'49"E, along said south line, 1513.33 feet to the east line of said plat; thence N00°34'36"E, along said east line, 25.67 feet to the north line of said subdivision and the north line of Lot 3, King County Short Plat No. 878034, recorded under Recording No. 7812200862; thence S89°17'55"E, along the north line of said Lot 3 and Lot 4 of said short plat, 437.93 feet to the northeast corner of said Lot 4; thence S00°54'20"W, along the east line of said Lot 4, a distance of 657.99 feet to the easterly common corner between said Lot 4 and Lot 2 of said Short Plat; thence N89°23'52"W, along the common line between said Lot 4 and said Lot 2, a distance of 332.00 feet to the westerly common corner between said Lot 4 and said Lot 2; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to said easterly right-of-way margin of 268th Ave. N.E.; thence N01°55'05"E, along said margin and parallel with the west line of said subdivision, 659.72 feet to the POINT OF BEGINNING.

Contains 1,244,982± Square Feet (28.5809± Acres)



OPTION B

CORE DESIGN, INC.
BELLEVUE WA 98007

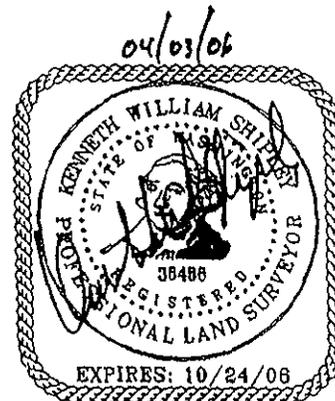
Core Project No: 06027
3/29/06

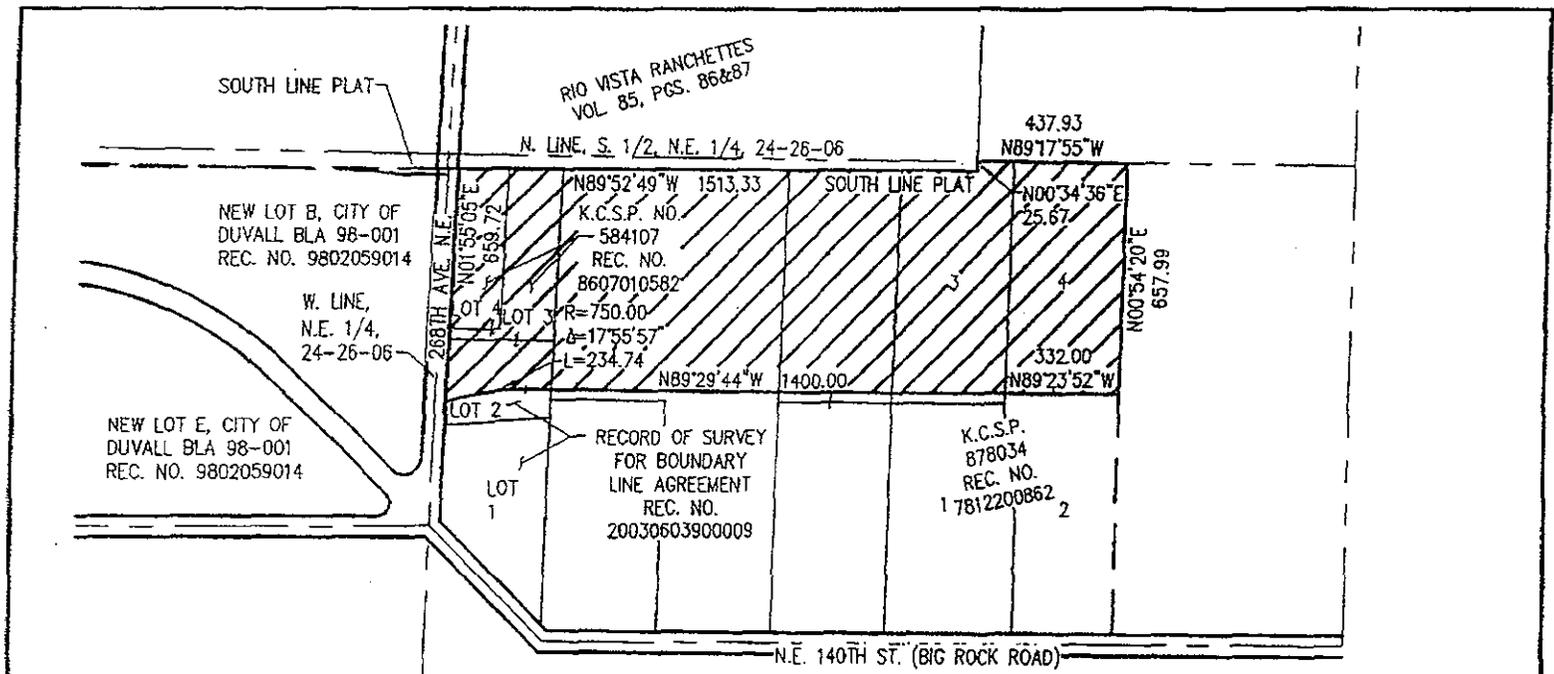
LEGAL DESCRIPTION – South Parcel, Ait #2

That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

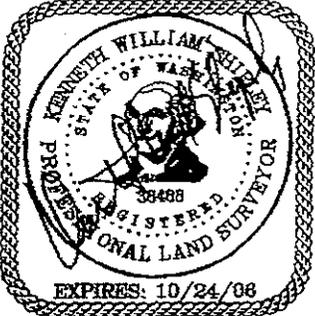
BEGINNING at the southerly common corner between Lot 1 and Lot 2, King County Short Plat No. 878034, recorded under Recording No. 7812200862 and a point on the northerly right-of-way margin of N.E. 140th St. (Big Rock Road); thence the following four courses and distances along the common line between said Lots 1 and 2, and the northerly prolongation thereof; thence N01°04'29"E 299.99 feet to a point of tangency with a 370.00 foot radius circular curve to the left; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of reverse curvature with a 370.00 foot radius circular curve to the right; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of tangency; thence N01°04'29"E 148.21 feet to the westerly common corner between said Lot 2 and Lot 4 of said Short Plat; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to the easterly right-of-way margin of 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 347.79 feet to said northerly right-of-way margin of N.E. 140th St.; thence S45°20'57"E, along said margin, 437.08 feet; thence S89°29'44"E, continuing along said margin, 1359.01 feet to the POINT OF BEGINNING.

Contains 1,090,996± Square Feet (25.0458± Acres)



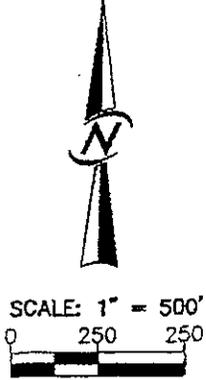
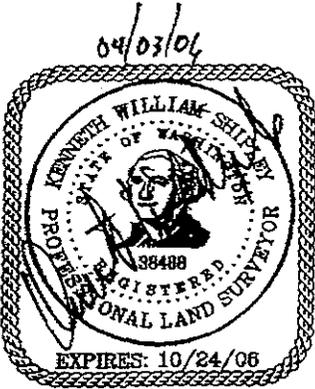
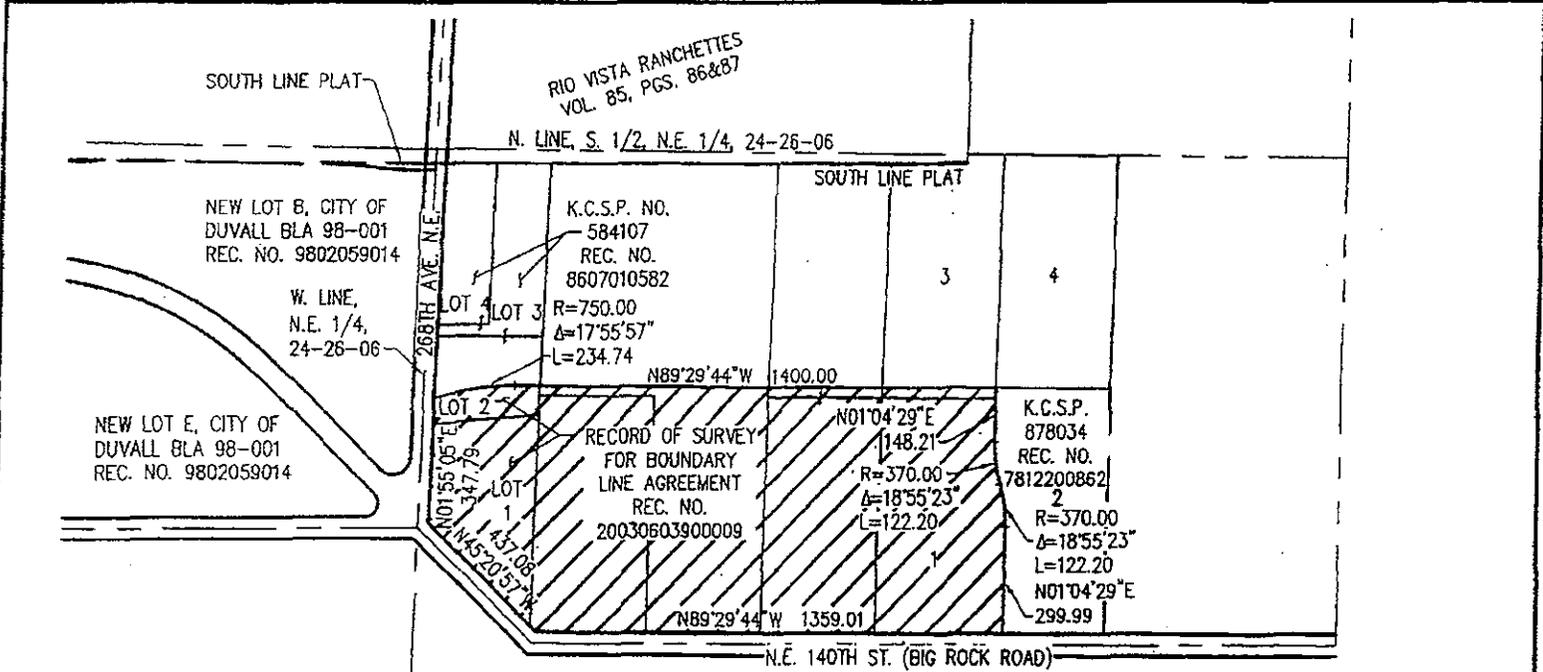


04/03/06



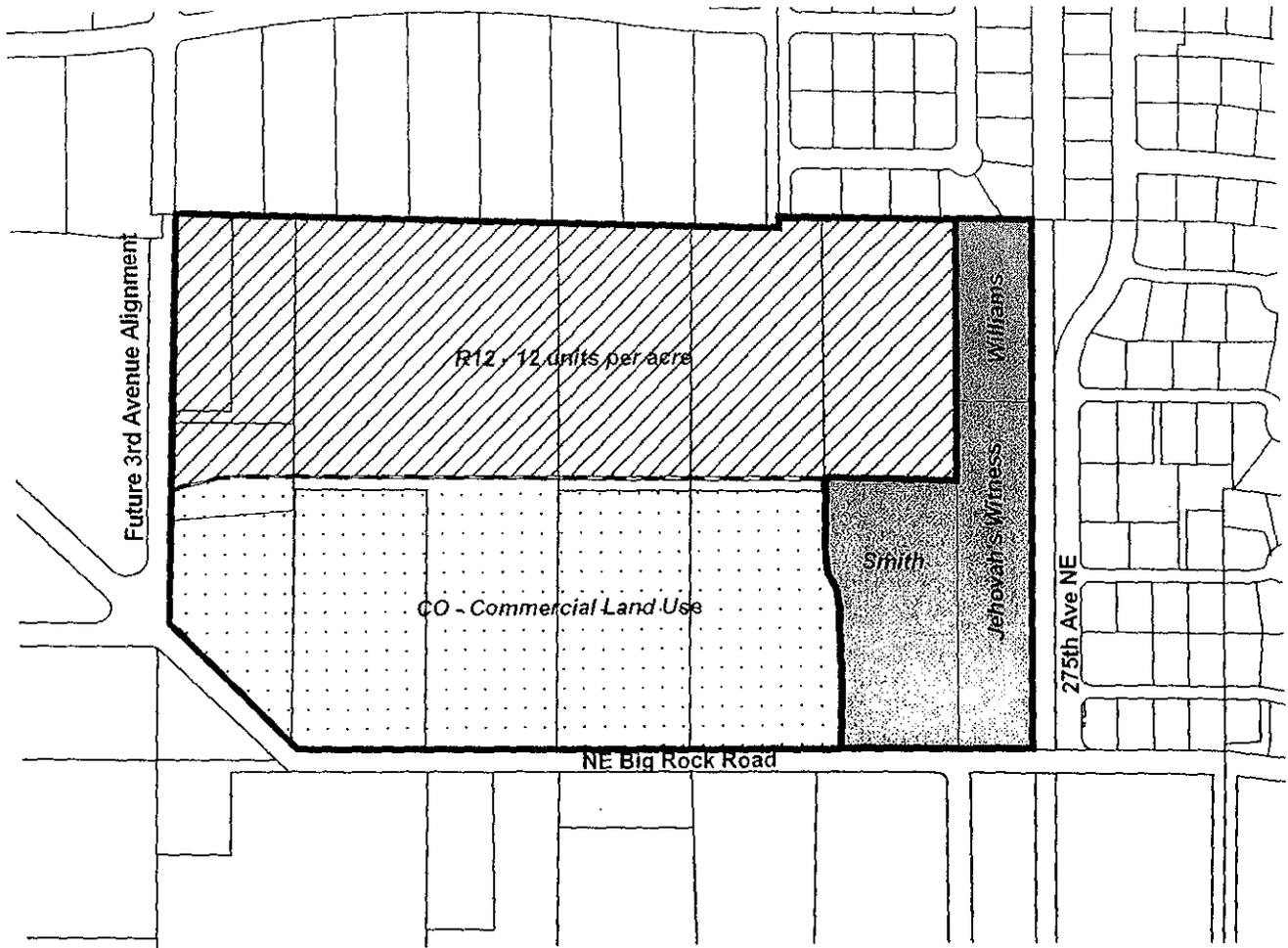
SCALE: 1" = 500'
0 250 250

DUVALL ASSEMBLAGE ANNEXATION EXHIBIT NORTH PARCEL, ALT. 2		PAGE 1 OF 1
		
14711 NE 29th Place, #101 Bellevue, Washington 98007 425.885.7877 Fax 425.885.7963		
ENGINEERING · PLANNING · SURVEYING		
JOB NO. 06027		



DUVALL ASSEMBLAGE ANNEXATION EXHIBIT SOUTH PARCEL, ALT. 2	PAGE 1 OF 1
<p>CORE DESIGN</p> <p>ENGINEERING · PLANNING · SURVEYING</p> <p>JOB NO. 06027</p>	
<p>14711 NE 29th Place, #101 Bellevue, Washington 98007 425.885.7877 Fax 425.885.7963</p>	

Williams/Smith/Jehovah's Witness (Not Part of Camwest)



City of Duvall
Vicinity Map

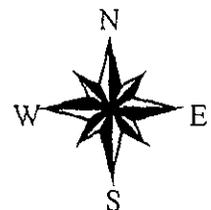
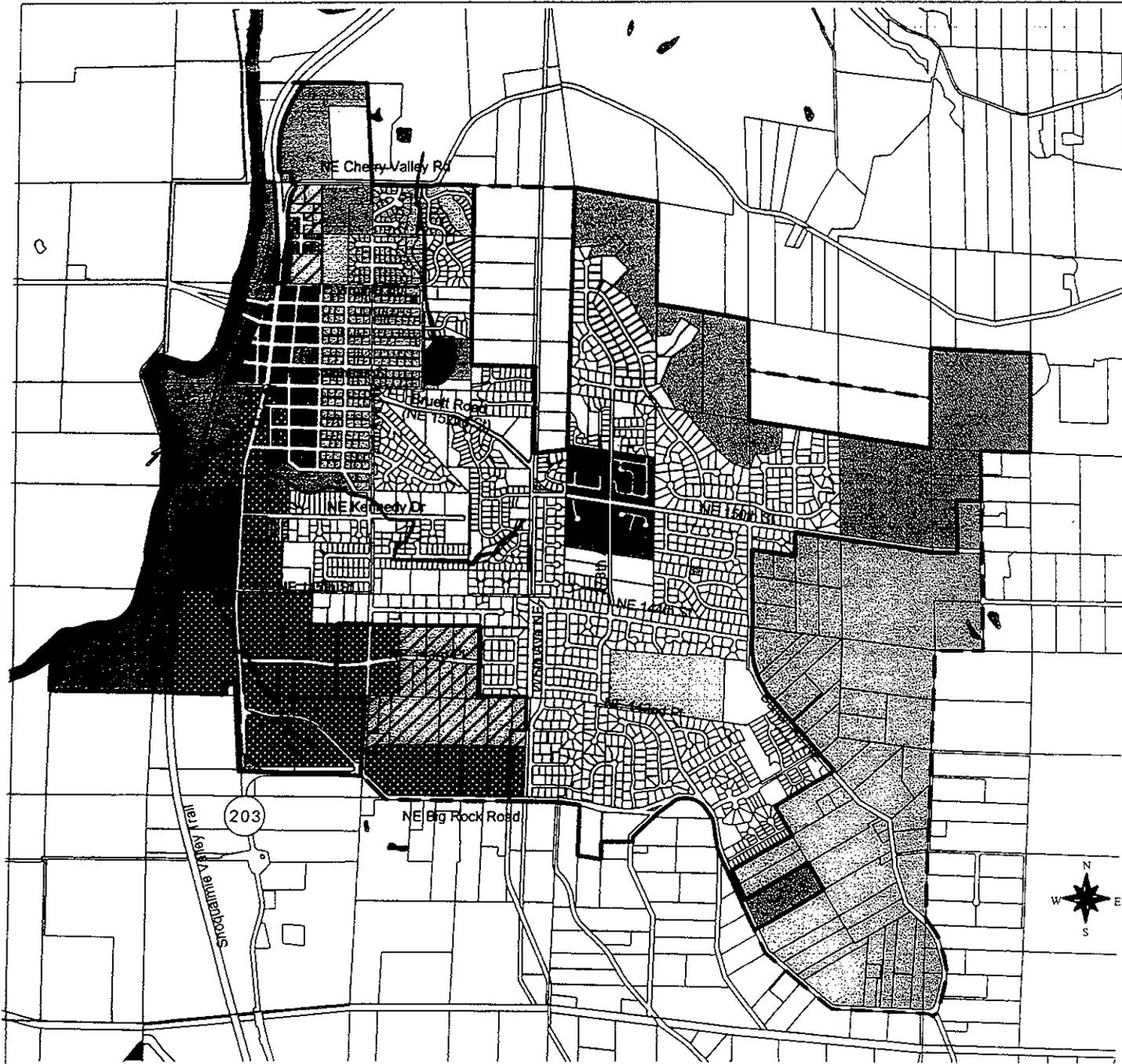
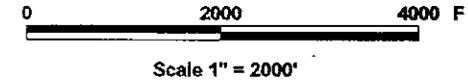


FIGURE LU - 9: CITY OF DUVALL FUTURE LAND USE MAP



LEGEND

City Limits
 Urban Growth Boundary
Comprehensive Plan Designations
 R4 - 4.5 Residential 4-4.5 units per acre
 R6 Residential 6 units per acre
 R8 Residential 8 units per acre
 R12 Residential 12 units per acre
 MU Mixed Use - commercial and residential
 CO Commercial - retail and office
 LI Light Industrial - light industrial and office
 PF Public Facilities (parks, schools, city facilities)
 UGAR Urban Growth Area Reserve



DRAFT

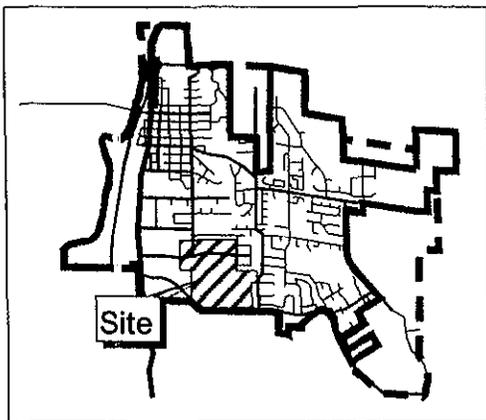
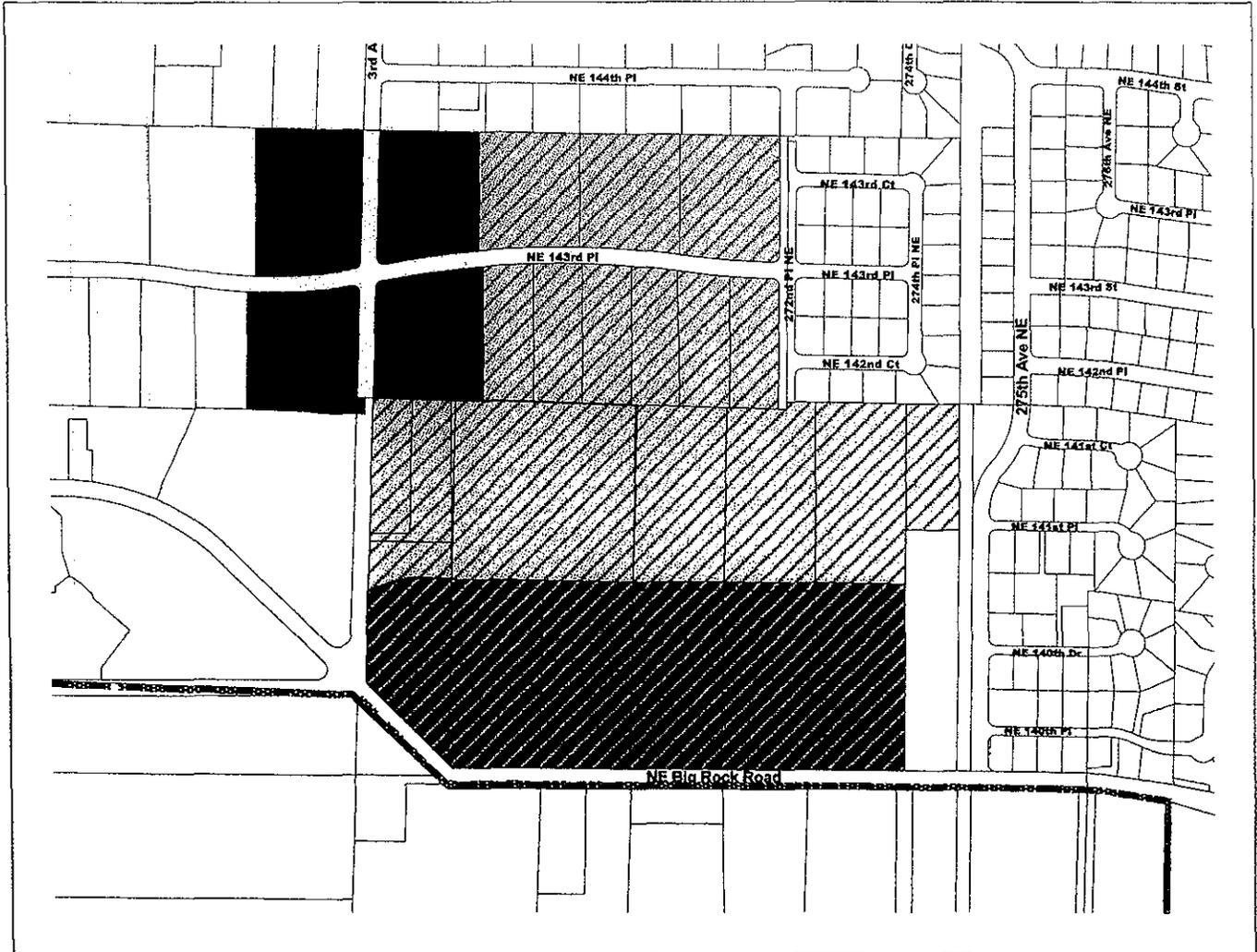
Amended by Ordinance __ December 14, 2006
 Amended by Ordinance 1001, November 23, 2004

CITY OF DUVALL

City of Duvall
 Small Town. Real Life.

Created by the City of Duvall, December 2006. The City makes representation or warranty as to the Product's accuracy or location of any map features therein. THE CITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THIS PRODUCT. For more information, contact the City of Duvall at 425-788-2779.

South UGA Pre-Zoning to R12, MU12, MU-I



**City of Duvall
Vicinity Map**

0 500 1000 Feet

1:7,200



LEGEND

- MU-I Mixed Use - Institutional
- MU12 Mixed Use - commercial and residential
- R12 Residential 12 units per acre
- Urban Growth Area Boundary
- Corporate City Limits
- Parcels

Exhibit E

October 25, 2006

Re: Proposed Mixed-Use Community to be located northeast of 3rd Ave NE and Big Rock Road in Duvall, WA.

Dear Glencairn Homeowners:

At a recent informational meeting, CamWest Development discussed the proposed community immediately adjacent to the southern portion of the Glencairn neighborhood. The community comprises approximately 65 acres currently zoned light industrial, which is being reviewed by the City of Duvall for re-designation to commercial and R-12 to accommodate the proposed Lake Washington Technical College campus and related commercial and residential uses.

At the meeting, Glencairn residents requested that CamWest consider several issues of importance to the neighborhood in the planning of the new community. CamWest has committed to work with the Glencairn neighborhood on the following matters:

1. Connection of 272nd
 - a. CamWest will not oppose the neighbors' discussions with the City of Duvall regarding the possibility of not connecting 272nd to the proposed CamWest development to the south of the neighborhood.
 - b. If the City of Duvall requires a connection, CamWest will work with the City to limit the direct access of 272nd to Big Rock Road in an effort to minimize cut through traffic.
 - c. CamWest will take reasonable steps to limit construction traffic using 272nd during construction of infrastructure as well as during home construction. Such steps shall include a temporary construction chain link fence prohibiting the passage of vehicles along 272nd and CamWest providing written notification to vendors and suppliers that 272nd shall not be used for construction access.
 - d. If CamWest is not required to provide road access to 272nd, CamWest will provide a pedestrian access to the north via to a trail system within the vicinity of the wetland buffer.
2. CamWest agrees to a minimum setback from existing homes along the common boundary of 10' greater than the current Duvall Residential 8 units per acre (R-8) zoning rear yard setback or as may be modified by mutual agreement between the neighborhood and CamWest during the site planning stage. The current Duvall R-8 rear yard set back is 15'; therefore, the agreed upon setback is 25' as per City of Duvall zoning code.
3. CamWest agrees to preserve healthy landmark trees within a 20' to 30' swath along the common boundary between the CamWest development and the Glencairn community/subdivision. Landmark trees are those trees which are at least 12" in diameter at breast height (approximately 4' above the ground) and shall not include alders, maples or cottonwoods.

9720 NE 120th Pl.
Suite 100
Kirkland, WA
98034

425-825-1955
Fax 425-825-1565
camwest.com

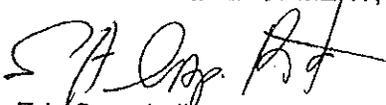
Exhibit E

4. CamWest agrees to work with the neighbors on the site plan for the CamWest development adjacent to the neighborhood prior to a being submitted to the City of Duvall.
5. CamWest agrees to build only detached single-family homes that abut the southern property line of the Glencairn neighborhood.
6. CamWest agrees to work with the City to use low glare lighting in the residential area of the proposed community.

Thank you for your interest in the new community, if you have any questions regarding this development, please do not hesitate to contact Leslie Paterson, the Development Project Manager for this project directly at 425-825-1955.

Sincerely,

CAMWEST DEVELOPMENT, INC.



Eric Campbell
President

DEVELOPMENT AGREEMENT**CITY OF DUVALL**

And

CAMWEST DEVELOPMENT, INC.

This Development Agreement ("Agreement") is entered into this 14th day of December, 2007, by and between CamWest Development, Inc., a Washington corporation, CamWest Duvall LLC, a Washington limited liability company, (collectively "CamWest") and the City of Duvall, a Washington municipal corporation ("City").

RECITALS

- A. CamWest owns or otherwise has an interest in certain real property located within the City of Duvall South Urban Growth Area ("UGA") consisting of nine parcels totaling approximately 50.45 acres, which are more fully described on **Exhibit A** attached to this Agreement and incorporated herein. The City owns three parcels consisting of approximately 4.94 acres within the South UGA that are more fully described on **Exhibit B** attached to this Agreement and incorporated herein. These twelve parcels total approximately 55.39 acres.
- B. On June 8, 2006 the City adopted an Annexation Plan which provided for the annexation of the South UGA, including the properties described in Paragraph A, above. The City completed the annexation of the South UGA on August 9, 2007.
- C. The City, CamWest and the Lake Washington Technical College (the "College") entered into a Memorandum of Understanding dated November 10, 2005 ("the Tri-Party Agreement"), and an Agreement Implementing Memorandum of Understanding dated July 26, 2007 ("the Implementing Agreement") which provides for multiple real estate transactions involving the properties described in Paragraph A. When the Tri-Party Agreement is fully implemented, the College will own a 10-acre parcel where it will locate its Duvall Campus and the City will own a 2-acre parcel and 2.9 acres of park(s). CamWest will own the remaining property for its proposed residential and mixed-use development. For purposes of this Agreement, these parcels are referred to as "the Camwest Property", "the City Property", and "the LWTC Property", respectively.
- D. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. A copy of Ordinance 1042, approving the amendments, is attached hereto as **Exhibit D** and incorporated herein. The CamWest Property was

designated Residential 12 (R-12) on the northern portion of the Property and Commercial on the southern portion of the CamWest Property as is more fully set out in the map attached as Exhibit C to Ordinance 1042.

- E. On July 26, 2006, CamWest and other property owners filed a Notice of Intent to Annex the properties identified in Paragraph A, above, and other real property located within the South UGA (collectively the "Annexation Area") pursuant to the direct petition method. The Annexation Area consists of approximately 108 acres. The City Council passed Resolution 06-12 on September 14, 2006 accepting the Notice of Intent to Annex. A copy of Resolution 06-12 is attached hereto as **Exhibit C** and incorporated herein. Resolution 06-12 includes conditions of annexation that apply specifically to the properties described in Paragraph A, above, and other conditions that apply to all of the Annexation Area. Condition 3 required the execution of a pre-annexation agreement between CamWest and the City.
- F. On July 26, 2007 the Council approved zoning for the Annexation Area to become effective upon annexation of the Annexation Area and approved a Pre-Annexation Agreement between the City and CamWest. **Exhibit E** depicts the zoning on the CamWest Property upon annexation into the City. The northern portion of the CamWest Property is zoned R-12. The southern portion of the CamWest Property, the LWTC Property and City Property, are zoned Mixed-Use Institutional ("MU-I") as depicted on Exhibit E. **Exhibit F** is a copy of the Pre-Annexation Agreement.
- G. The Pre-Annexation Agreement provides that a number of details related to the development of the CamWest Property and the City Property be set forth in a Development Agreement between the City and CamWest.
- H. Development Agreements are authorized by RCW 36.70B.170 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 real property for the duration specified in the agreement."
- I. The City and CamWest intend to create uniform processes and standards for development of the CamWest and City Properties. This Agreement does not apply to the LWTC and City Properties, except as specifically set forth herein and to the extent necessary to carry out the terms and conditions of the Tri-Party Agreement between the City, CamWest and the College.

Pursuant to the provisions of RCW 36.70B.170, et seq., and in consideration of the mutual promises, benefits and obligations set forth herein, the City and CamWest enter into the following Development Agreement:

GENERAL DEVELOPMENT PROVISIONS

1. Residential Development Limitation. CamWest shall be permitted to develop up to 374 dwelling units on the CamWest Property. Approximately 244 of these units will be located in the area zoned R-12 north of NE 141st Place. This quantity is based on the R-8 residential cap established in Section 3.2 of the Pre-Annexation Agreement. The balance of the residential units may be located in the portion of the CamWest Property zoned MU-I south of NE 141st Place. The

residential cap on the MU-I portion of the CamWest Property shall be the total cap of 374 units less the number of units developed on the R-12 portion. In the event that CamWest assigns its interest in a purchase and sale agreement to a related or non-related third party who closes thereon, the cap shall apply to the assignee's interest.

2. Non-Residential Development. In the portion of the CamWest Property zoned MU-I south of NE 141st Place, CamWest shall also be permitted to develop non-residential uses permitted in the MU-I zone district. The conceptual site plan for the MU-I zoned area assumes approximately 140,000 square feet of office, commercial, and/or retail space. The City and CamWest will determine the actual amount of commercial space to be developed as part of the binding site plan process for the area zoned MU-I after completion of the City's review of sensitive area studies, traffic studies, the park plan and other components of the proposal.
3. Reduction of Allowed Development in the MU-I Zone. Pursuant to Section 3.2 of the Pre-Annexation Agreement, if CamWest does not close on all of the CamWest Properties in the MU-I zone by December 31, 2009, CamWest's cap shall decrease proportionately based upon actual development capacity of each parcel after accounting for all constraints, including sensitive area, determined in accordance with the regulations in effect on the date this Development Agreement is approved, unless otherwise agreed to by the City and CamWest.
4. Vesting. Development of the CamWest Property shall be regulated by and shall occur pursuant to the provisions of the Duvall Municipal Code ("DMC"), including but not limited to the Uniform Development Regulations adopted in DMC Title 14, the Development Design Standards and the City's various impact fee rates and schedules as follows:
 - a. The CamWest Property shall be vested to those ordinances, regulations and design standards, for a period of ten years commencing on the date this Development Agreement is executed, provided building permit applications shall be vested to the building code in effect at the time of building permit application.
 - b. There shall be no vesting of permit fees, impact fees, or other fees associated with the project.
 - c. The City will not apply subsequently adopted ordinances pertaining to development regulations and design standards to development of the CamWest Property, either directly or indirectly (i.e., by imposing requirements for such compliance pursuant to the State Environmental Policy Act), provided that the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
 - d. Notwithstanding these vesting provisions, CamWest may utilize the binding site plan process described in Section 12.

5. Permitted Uses. The uses permitted in the R-12 area shall be the uses set forth in DMC Chapter 14.14. The uses permitted in the MU-I area shall be the uses allowed by DMC Chapter 14.19.
6. Phasing of Development.
 - a. CamWest shall submit a master development plan and phasing plan with the development permit applications for the first phase of its development.
 - b. The master development plan shall identify, at a minimum, the general location of building footprints, roads, parks and recreational spaces, sensitive areas and associated buffers, open space, plazas, and pedestrian elements (including trails and sidewalks). The master plan shall demonstrate that the site is being developed in an integrated and cohesive manner, and reflect existing conditions such as topography and sensitive areas, subject to the provisions of Section 6(d), below.
 - c. The phasing plan shall identify, to the extent feasible, CamWest's most current plans for the phased development of the CamWest Property, including the proposed location of affordable housing. The phasing plan shall identify the anticipated areas of development in each phase, the types of uses anticipated in each phase, the internal infrastructure (internal roads, pedestrian elements, utilities, stormwater system improvements, parks and recreational spaces, and open space) which are anticipated to be necessary for each phase, and any offsite infrastructure improvements that will be necessary to support each phase.
 - d. The phasing plan shall further provide that a site plan application for at least one (1) mixed use and/or commercial building shall be submitted by CamWest within five years after the approval date of the Development Agreement or within one year of the date of issuance of a certificate of occupancy for the first College building, whichever occurs first. CamWest shall commence construction of such mixed use and/or commercial building within the time period allowed by City Code after applicable permits for such building are issued. Construction of such a building shall be completed within one year of issuance of a building permit unless an extension is authorized by the City pursuant to City code.
 - e. The parties acknowledge that the master development plan and phasing plan may be changed from time to time based on infrastructure availability, market conditions, sensitive areas, and other factors, many of which are beyond the control of the City and CamWest. CamWest shall be entitled to revise the master plan and phasing plan from time to time with City approval so long as the master plan and phasing plan provide for the development of parks, recreational improvements and affordable housing as set forth in this Agreement.

SEPA PROCESS

7. Phased SEPA Review. The City and CamWest acknowledge that many of the major components of the development of the CamWest Property are not known at this time but will be identified pursuant to the processes and standards set forth in this Agreement. Because of this uncertainty, the City and CamWest agree to conduct phased SEPA review pursuant to the provisions of WAC 197-11-060(5). The City's environmental documents shall, pursuant to WAC 197-11-060(5)(e), specifically indicate that environmental review is being phased.
8. Prior SEPA Review. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the CamWest Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. No appeals from that environmental review occurred.
9. SEPA Review for Phase 1 of Development. CamWest's application for Phase 1 of its development of the CamWest Property shall include an environmental checklist for and any supporting studies required for Phase I of the CamWest Property and to the extent information is available, full build out of the balance of the property. In addition, CamWest shall submit the following information no later than the date of submission of the phase one application:
 - a. The master development plan and phasing plan for the development of the CamWest Property (see Section 6 for details).
 - b. A traffic report on the traffic to be generated by full buildout of the CamWest Property (see Section 16 for details), and prepared in accordance with the Comprehensive Plan.
 - c. A sewer capacity analysis for the conveyance system (sewer lines) serving the CamWest Property, assuming full buildout.
 - d. A stormwater report assuming full buildout of the CamWest Property (see Section 20 for details).
 - e. A sensitive areas report for the CamWest Property and the City Property (see Section 18 for details).
 - f. Any other studies or reports required by DMC Chapter. 14.08.

For purposes of these studies, "full buildout" shall assume the levels of development specified in Section 16(c).

10. SEPA Review – Future Phases of Development. At the time of submission of permit applications for future phases of development of the CamWest Property, CamWest shall submit an environmental checklist and any supporting documentation regarding potential impacts of that phase of the development,

except to the extent such impacts have been previously subjected to environmental review and mitigation as set forth in this Agreement, provided that additional environmental review shall be required if there is an increase in the allowable development limitations established in Section 16(c) of this Agreement and as allowed by law.

BOUNDARY LINE ADJUSTMENTS AND BINDING SITE PLANS

11. Boundary Line Adjustments. The properties described in Recital A currently contain twelve legal lots. In order to implement the Tri-Party Agreement, it will be necessary for the City and CamWest to complete a boundary line adjustment which creates the parcels to be conveyed to LWTC. In addition, CamWest may need to obtain approval of additional boundary line adjustments to create the parcels needed for implementation of its phasing plan. CamWest shall be responsible for preparation and submission of such boundary line adjustments.

- a. CamWest has submitted a boundary line adjustment application pursuant to Sections 8.3 and 8.4 of the Pre-Annexation Agreement to create the parcels to be transferred to LWTC pursuant to the Tri-Party Agreement. The City has agreed to complete review of the application so that it may be recorded no later than fourteen (14) days following the expiration of the appeals period for this Development Agreement or the satisfactory resolution of an appeal, if one is filed.

12. Binding Site Plan Process. At this time, the City does not have an ordinance establishing a binding site plan process, although the City is authorized to adopt such an ordinance by RCW 58.17.035. The City and CamWest acknowledge that development of the portion of the CamWest Property which is zoned MU-I, including development of the first mixed use and/or commercial building described in Section 8.5 of the Pre-Annexation Agreement and creation of the parcel to be transferred to the City pursuant to the Tri-Party Agreement and the Pre-Annexation Agreement will require approval of a binding site plan. The City agrees to draft and adopt, following procedures set forth in DMC Chapter. 14.08, an ordinance creating a binding site plan process as expeditiously as possible following the execution of this Agreement.

CAMWEST OBLIGATIONS RELATED TO MU-I ZONED AREA

13. First Mixed Use/Commercial Building. Section 8.5 of the Pre-Annexation Agreement requires CamWest to submit a site plan application for one (1) mixed use and/or commercial building as part of a future phase of the CamWest development within five years after approval of this Development Agreement or within one year of the date of issuance of a certificate of occupancy for the first LWTC building on the LWTC property, whichever comes first. The City and CamWest acknowledge that LWTC's schedule for completion of its first building may be modified so that such completion will occur much sooner than anticipated by the City and CamWest at the time the Pre-Annexation Agreement and this Agreement were executed. As a result, the City Planning Director is authorized to

modify the schedule for development of the mixed use and/or commercial building for good cause as demonstrated by CamWest.

14. Timing of Development of Mixed Use/Commercial Buildings. The City and/or CamWest may request that one or more commercial buildings on the CamWest Property be processed outside the sequential steps set out in this Agreement for the purposes of economic development in Duvall. Specifically, one or more commercial buildings may be processed in accordance with City procedures, including the consideration of concurrent review of engineering drawings and building permit plans.

- a. If CamWest desires to construct any of the mixed use/commercial buildings in the MU-I zone prior to completion of the Phase I SEPA review, CamWest may submit a development application to the City for review and approval, subject to the following terms:
 - i. CamWest shall submit a master development plan for the MU-I area. To ensure that development of the site occurs in an integrated manner, this plan shall take into consideration, to the extent that they have been identified, the future location of the City Property and the LWTC buildings.
 - ii. The development application will be reviewed by the City in accordance with the appropriate permit type set forth in DMC Chapter 14.08.
 - iii. CamWest shall provide SEPA documentation assessing the impacts and potential mitigation measures specific to the proposed development. The requirements for full build out pursuant to Sections 9 and 10 of this Agreement will not apply if the commercial land use application precedes the Phase I application.
 - iv. The City agrees to process the development application as expeditiously as possible, and CamWest agrees to provide information requested by the City in a timely manner.
 - v. Expediting of a commercial building(s) pursuant to this section does not relieve CamWest of the requirements of the Development Agreement for the balance of the CamWest Property.

15. Conveyance of Property to City and Improvements to that Parcel. Pursuant to the Tri-Party Agreement, CamWest is obligated to transfer two acres of property (the "City Property") in the area zoned MU-I to the City of Duvall to establish a city facility, unless otherwise agreed by the City. CamWest is also obligated, pursuant to Section 8.2 of the Pre-Annexation Agreement, to provide certain improvements to the City Property. The following rules shall apply to the creation and development of the City Property.

- a. The general location of the City Property shall be identified on the Master Development Plan submitted with the Phase I development application.

- b. The City and CamWest shall, in good faith, negotiate the precise location of the City Property. CamWest shall, within sixty days after agreement is reached on the location of the City Property, submit an application for a binding site plan approval to create the parcel to be known as the City Property, provided that a binding site plan process is in place.
- c. CamWest shall transfer the City Property to the City within thirty days after approval and recording of the binding site plan creating the City Property, unless the City requests a delay in the transfer.
- d. The City Property shall contain two unencumbered buildable acres as set forth in Section 4.6 of the Pre-Annexation Agreement. The exact size of the City Property may vary by no more than five hundred square feet without the approval of CamWest and the City.
- e. If the City decides to develop the City Property for its own use, the following shall apply:
 - i. The City agrees to submit its proposed plans for development of the City Property to CamWest for review and comment at an early stage in the process of formulating those plans to ensure coordinated development and so that CamWest can provide input on the design. To the extent the plans are subsequently modified by the City, the revised plans shall also be submitted to CamWest for review and comment. The purpose of CamWest's review will be to assure that, to the maximum extent feasible, the City's plans provide for development that is compatible and in keeping with the style of CamWest's adjacent development. While the City will retain ultimate decision making authority regarding the design and development of the City Property, the City and CamWest agree to cooperate in good faith to maximize compatibility. CamWest agrees to review plans as expeditiously as possible.
 - ii. CamWest is responsible for providing a finished grade pad on the City Property, including installed utilities and improved street frontage. CamWest shall provide the finished grade elevation to the City for approval prior to construction drawing approval for the pad.
 - iii. The City and CamWest shall negotiate and determine in good faith, the design and schedule for the completion of the utilities and street frontage improvements once the City's plans for the use of the City Property are finalized. CamWest shall be responsible for obtaining any permits and approvals (e.g., grading, utility) necessary to construct the finished grade pad, utilities and frontage improvements, and may either submit separate applications for such permits or combine them with applications for development of adjacent portions of the CamWest Property, except for off-site

sewers as provided in Section 8.6 of the Pre-Annexation Agreement.

- iv. CamWest shall, subject to City approval, install utilities serving the City Property, in order to allow coordination with development of other portions of the CamWest Property. If CamWest proceeds with such construction prior to identification of specific plans for the City Property, CamWest shall provide the City with copies of its plans so that the City and CamWest can, in good faith, identify manholes, stub-outs and other improvements in the locations most likely to serve the future development of the City Property.
 - v. The City and CamWest agree that CamWest may install stormwater facilities on the City Property to serve the City Property, provided that there is an unencumbered 2 acre site and that such facilities do not interfere with future development of the City Property. Such facilities may be located in parking areas or other areas as allowed by city code which will not interfere with the construction of buildings or other structures on the City Property, as provided herein.
- f. If the City decides to sell the City Property, the following shall apply:
- i. CamWest shall have a right of first refusal to re-acquire the City Property from the City. In the event that the City decides to sell the City Property, the right of first refusal granted by this Agreement shall require the City to give CamWest written notice of the City's intent to sell the City Property and written notice of any bona fide offer on the City Property which the City is willing to accept. CamWest shall have thirty calendar days after written receipt of notice of a bona fide offer to exercise the right of first refusal on the same terms by giving the City notice of CamWest's intent in writing. If CamWest fails to exercise the right of first refusal, the City shall then be free to accept the bona fide offer. In the event that the City either makes or receives a counteroffer that is materially different than the terms of the original bona fide offer, the City shall notify CamWest of the revised terms of the offer and CamWest shall have fifteen calendar days to either exercise or waive the right of first refusal. In the event that CamWest waives its right of first refusal with regard to a particular bona fide offer and the City does not accept the bona fide offer, CamWest shall retain the right of first refusal regarding any future offer that the City may receive for the City's Property, pursuant to the terms set forth herein.
 - ii. If CamWest does not elect to purchase the City Property, the City agrees to impose a restrictive covenant on the City Property prior to transfer to a third party requiring future owners of the City

Property to comply with the design review and utility approval processes set forth in Section 15(e), above.

TRANSPORTATION IMPROVEMENTS

16. **Traffic Report.** Pursuant to Section 9, CamWest shall submit a traffic report as part of the application for the first phase of development of the CamWest Property. The traffic report shall assume full buildout of the CamWest Property and shall include the following information and be prepared consistent with the Comprehensive Plan.

- a. Current traffic counts and Level of Service (LOS) calculations for the following offsite intersections on principal arterials, minor arterials, and collector arterials located within the City limits which are likely to realize an impact as the result of traffic from the development of the CamWest development. LOS shall be determined for each movement at signalized intersections and on an intersection averaging basis for unsignalized intersections so that any potential LOS problems and solutions can be identified.
 - i. SR 203 and Big Rock Road
 - ii. SR 203 and NE 143rd Place
 - iii. SR 203 and NE 145th
 - iv. SR 203 and Woodinville-Duvall Road
 - v. SR 203 and Stephens
 - vi. Big Rock Road and 3rd Avenue
 - vii. NE 143rd Place and 3rd Avenue
 - viii. NE 145th and 3rd Avenue
 - ix. 3rd Avenue and NE Kennedy Drive
 - x. 3rd Avenue and Stephens Street
 - xi. SR 203 and NE Kennedy Drive
- b. An anticipated completion date for development of the CamWest Property of 2017 (hereinafter referred to "build out year") shall be used in the traffic analysis. Background land use growth and pass-through traffic assumptions will be coordinated with the City and shall be consistent with the City's comprehensive plan or updated information.
- c. Trip generation for full buildout of the CamWest Property assuming development of the property at the following maximum levels:

- i. 244 dwelling units in the area zoned R-12
 - ii. 130 dwelling units in the area zoned MU-I
 - iii. 140,000 square feet of commercial uses in the area zoned MU-I. The City and CamWest shall meet and agree on the types of commercial uses to be assumed in the trip generation analysis.
 - iv. The background traffic generation rates shall assume buildout of the City Property with a 35,000 square foot municipal services building, buildout of the LWTC site in accordance with the Tri-Party Agreement and buildout of the Washington Holdings site, as well as any other significant development anticipated in the vicinity.
- d. An assumption regarding background land uses and/or a growth rate for background traffic will be mutually agreed upon by CamWest and the City of Duvall.
 - e. Trip generation for full buildout of the properties immediately west and north of the CamWest Property at levels consistent with existing zoning of those properties. To the extent that applications and/or traffic studies have been submitted and reviewed by the City for those properties, CamWest's traffic study shall rely on the data in those reports as the best available information on trip generation for those sites.
 - f. A trip distribution analysis and projected traffic counts and LOS calculations for the intersections identified in Section 16(a) in the build-out year with and without buildout of the CamWest Property.
 - g. Following submission of CamWest's traffic study, the City shall have the report peer reviewed by the City's traffic consultants. Any discrepancies between the traffic study and the peer review shall be resolved by mutual agreement of the City and CamWest in a final traffic report.

17. Frontage Improvements.

- a. Improvements to 3rd Avenue
 - i. In accordance with Section 7.2 of the Pre-Annexation Agreement, CamWest shall be responsible for the design and construction of 268th/3rd Avenue from the terminus of Big Rock Road to NE 143rd Place (3rd Avenue Extension) as approved by the City prior to final plat approval for Phase I of the CamWest development.
 - ii. The construction of the 3rd Avenue/Big Rock intersection shall be subject to the provisions set forth in Section 7.2 of the Pre-Annexation Agreement.

- iii. If the first phase of residential development triggers access other than 3rd Avenue (e.g., Big Rock Road or 143rd Place), CamWest shall be responsible for associated frontage improvements as determined in the transportation impact analysis.
- iv. Additional provisions applicable to the CamWest development shall be as follows:
 1. Full street improvements in 3rd Avenue shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f). The centerline of the right-of-way improvements shall be the centerline of existing 3rd Avenue, unless agreed to by the City and CamWest due to environmental or right-of-way issues.
 2. CamWest shall dedicate sufficient additional right of way, if any is required, on its frontage on 3rd Avenue to accommodate the improvements required to provide its share of the frontage improvements.
 3. If the right-of-way required to accommodate full street improvements required for the construction of 3rd Avenue is not available, CamWest shall make a good faith effort to obtain dedication of the additional right-of-way but shall not enter into any agreement to pay for such right-of-way without first advising the City in writing of the potential cost of that right-of-way and allowing the City to decide whether to either allow CamWest to acquire the additional right-of-way (recognizing that CamWest will receive 100% credit against transportation impact fees for such costs as calculated in the City's impact fee program) or allowing the City to identify that portion of the improvements which do fit within the available right-of-way and requiring CamWest to construct only that portion of the improvements. The City shall have thirty days from receipt of CamWest's notice of the potential cost of the right-of-way to make such a decision. If the City does not agree to the cost of acquisition within that period or if CamWest is unable to obtain dedication of the additional right-of-way, CamWest shall be required only to construct that portion of the improvements which will fit within in the existing right-of-way in 3rd Avenue and any additional right-of-way to be dedicated by CamWest on its frontage.
 4. If the adjacent property owner west of the CamWest Property does not complete improvements to that portion of 3rd Avenue south of the anticipated alignment of NE 141st

Place, CamWest will complete those improvements to the extent that the City acquires the right-of-way necessary for those improvements. The timing of construction of such improvements and design of those improvements shall be determined by the City based on (a) the availability of right-of-way, (b) the timing and level of development on the CamWest Property, the College Property, and the property west of 3rd Avenue, and (c) the need for such improvements to achieve adequate Levels of Service on streets in the vicinity of the CamWest Property.

- v. CamWest shall be entitled to credits against transportation impact fees related to the improvements to 3rd Avenue as follows:
 1. Consistent with applicable Duvall policies and State statutes and case law, to the extent that CamWest designs and constructs the 3rd Avenue, CamWest shall receive one hundred percent (100%) credit against its transportation impact fees for off-site improvements to 3rd Avenue, as calculated in the City's impact fee program. For this purpose, off-site improvements are all street improvements where improvements do not abut the CamWest Property (i.e., all improvements north of the northwest corner or south of the southwest corner of the CamWest Property) and all half-street improvements on the west side of 3rd Avenue opposite CamWest's frontage.
 2. CamWest shall receive a forty five percent (45%) credit for the half-street frontage improvements abutting the CamWest Property, as calculated in the City's impact fee program. In the event that the traffic impact analysis requires a full street improvement in lieu of a half-street improvement along the CamWest Property frontage, CamWest shall be entitled to one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements.
 3. Eligible costs for credit against transportation impact fees include design, engineering, and construction costs and the costs of right-of-way acquisition and the value of property dedication required for construction of the improvements. CamWest shall maintain accurate records of all costs and payments eligible for such credit and shall segregate costs associated with offsite improvements and costs associated with the half street frontage improvements abutting the CamWest Property. Such records shall be provided to the City in support of an application by CamWest for such transportation impact fee credits. Credits may be applied against transportation impact fees for all phases of the

CamWest development, but in no event shall the total impact fee credits for transportation improvements made pursuant to this Agreement exceed the total amount of transportation impact fees owing by CamWest for its development.

- b. Improvements to Big Rock Road. If the location of Phase I development (e.g., centrally located in the R-12 area) utilizes Big Rock Road east of 3rd Avenue for primary access, the following shall apply:
- i. CamWest shall, as a condition of Phase I development, construct the full street improvements connecting its development to Big Rock Road. Such improvements shall be constructed by CamWest at CamWest's expense and no credit against transportation impact fees will be provided.
 - ii. Further, as a condition of Phase I development, CamWest shall construct frontage, channelization, and other associated improvements along Big Rock Road as determined in the traffic impact analysis. Consistent with applicable Duvall policies and state statutes, CamWest shall receive a full credit against transportation impact fees owing for its off-site improvements. CamWest shall receive a 35% credit for half-street improvements abutting the CamWest Property.
 - iii. Full street improvements for the new road shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f).
 - iv. In determining the appropriate right-of-way width along Big Rock Road, the City will determine the right-of-way needed to accommodate growth to the east of the CamWest Property (e.g., UGA-Reserve area). Buildings shall be set back a sufficient distance to allow for future right-of-way dedications or acquisition without the necessity of removing or relocating buildings. Structures adjacent to Big Rock Road shall be located so that they are consistent with the primary pedestrian street and all other applicable standards in DMC Section 14.34. This requirement shall apply to both the CamWest Property and the City Property.
- c. Secondary Access. City regulations require a secondary access to a development in excess of 100 residential units. At such time that this requirement is triggered, the following shall apply:
- i. CamWest shall construct a second access to the CamWest development prior to occupancy of any residential units in excess of 100 units. Such access may be to either Big Rock Road or to

NE 143rd Place, provided such second access shall be located east of 3rd Avenue if the first access is on 3rd Avenue.

- ii. In the event that the secondary access is to Big Rock Road, frontage improvements to Big Rock Road shall be required as determined by the Traffic Impact Analysis prepared in accordance with Section 16.
- iii. In the event that the second access is entirely within the CamWest Property, it shall be constructed by CamWest at CamWest's expense and no credit against transportation impact fees will be provided. To the extent that the second access and any required additional mitigation is located offsite, CamWest shall be eligible for a credit against impact fees based upon the City's impact fee program.

d. Realignment of Intersection of Big Rock Road and 3rd Avenue. The parties anticipate that the alignment of 3rd Avenue south of NE 141st Place and the intersection of 3rd Avenue and Big Rock Road may be modified in conjunction with the development of property west of the CamWest Property. This realignment is the City's preferred alternative for the ultimate design of these improvements. However, whether and when the development of the property west of the CamWest site occurs is unknown. As a result, the parties agree as follows:

- i. If some or all of the right-of-way for the realignment of 3rd Avenue to Big Rock Road is available at the time that CamWest is prepared to proceed with the construction of 3rd Avenue, CamWest shall improve the available right of way in that portion of 3rd Avenue from NE 143rd Place to Big Rock Road as part of that phase of development.
 - 1. Full street improvements in 3rd Avenue shall be made in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically provided herein or as specifically agreed to pursuant to Section 17(f)
 - 2. To the extent possible, the City and CamWest shall endeavor to coordinate construction of the improvements in 3rd Avenue with the owners of the property adjacent to the right of way for realigned 3rd Avenue.
 - 3. CamWest shall receive credits for the cost of any improvements constructed pursuant to this subsection, as set forth in Section 7.2.5 of the Pre-Annexation Agreement.
- ii. If the right-of-way for the realignment of 3rd Avenue from NE 141st Place to Big Rock Road is not available at the time that CamWest constructs 3rd Avenue, CamWest shall make a good faith

effort to obtain dedication of the required right-of-way but shall not enter into any agreement to pay for such right-of-way without first advising the City in writing of the potential cost of that right-of-way and allowing the City to decide whether to either allow CamWest to acquire the additional right-of-way (recognizing that CamWest will receive 100% credit against transportation impact fees for such costs as calculated in the City's impact fee program) or allowing the City to identify that portion of the improvements which do fit within the available right-of-way and requiring CamWest to construct only that portion of the improvements. The City shall have thirty days from receipt of CamWest's notice of the potential cost of the right-of-way to make such a decision. If the City does not agree to the cost of acquisition within that period or if CamWest is unable to obtain dedication of the additional right-of-way, CamWest shall be required only to construct that portion of the improvements which will fit within in the available right-of-way in 3rd Avenue.

- e. Improvements to internal roads, alleys and access tracts. CamWest shall bear the full cost of the improvement of all internal roads, alleys and access tracts in the CamWest Property. The improvements to these roads, alleys and access tracts shall be constructed in accordance with the City of Duvall Development Design Standards and Unified Development Regulations, except as specifically agreed to pursuant to Section 17(f).
- f. Required Right-of-Way. Right-of-way shall be provided in accordance with the Development Design Standards. Reductions to the width of the right-of way may be considered by the City based upon criteria set forth in these standards. Reductions allowed under the residential and commercial access street standards shall also apply to the arterial road standards.
- g. Connections to Glencairn Neighborhood. The City and CamWest have agreed that the second access road required by Section 17(c) shall not be located so as to enter the Glencairn neighborhood northeast of the CamWest Property. The City shall determine, in its own discretion, whether such a connection will be required as an additional access/neighborhood circulation route. CamWest will abide the City's decision on this issue. The City will not require the mid-block pedestrian access along the border with the Glencairn neighborhood which would otherwise be required by DMC Chapter 14.34 due to existing conditions which prevent such an access from connecting to the public streets in the Glencairn neighborhood.
- h. Guest Parking. Guest parking for all phases of the CamWest development will be provided as required by applicable City Code requirements, unless a specific variance from such standards is granted. On-street parking may be used for guest parking as allowed by City Code.

- i. LWTC dedication of right-of-way. Nothing in this Agreement is intended to modify the provisions of the Implementing Agreement regarding the dedication of right-of-way by LWTC.

SENSITIVE AREAS

18. Sensitive Areas Studies and Mitigation.

- a. Per Section 4.4 of the Pre-Annexation Agreement, peer review of sensitive area studies, including but not limited to wetland delineations and other environmental documents, shall be required in conjunction with the review and approval of the Development Agreement. CamWest has submitted a preliminary sensitive areas report pursuant to the standards of DMC Chapter 14.42
- b. The sensitive areas studies shall also evaluate any on-site watercourses on the site or adjacent to the site in accordance with DMC Chapter 14.42.
- c. The City shall have the preliminary study peer reviewed by the City's consultants. Any discrepancies between the preliminary study and the peer review shall be resolved by mutual agreement of the City and CamWest in a final sensitive area report. The final report shall serve as the basis for all SEPA review of sensitive area impacts of development of the CamWest Property, except as may be modified in accordance with Section 9 of this Agreement. Additional sensitive area reports may be required to evaluate site-specific aspects of the CamWest development which may impact sensitive areas, buffer reduction/averaging plans and proposed sensitive area mitigation measures.

19. Sensitive Area Alterations and Mitigations. CamWest may propose sensitive alterations, buffer reductions, buffer averaging and to use other mitigation techniques in accordance with the provisions of DMC Chapter 14.42. Requests for use of such techniques shall be supported by mitigation plans as required by DMC Chapter 14.42.

STORMWATER, UTILITIES AND LOW IMPACT DEVELOPMENT

20. Stormwater System Design.

- a. CamWest shall provide for treatment and detention of stormwater for the CamWest Property and the City pad, consistent with applicable City regulations and as set forth in Section 15 of this Agreement.
- b. The stormwater control system for all phases of the CamWest development, the development of the City Property (and the LWTC Property) shall be based on the current approved City stormwater regulations (the 2005 King County Stormwater Manual and Duvall Development Design Standards Chapter 4).

- c. The preliminary drainage plan shall include provisions for sufficient system capacity to accommodate full buildout of the CamWest Property and the City Property.
- d. The parties agree to use their best efforts to develop a combined stormwater system serving both the CamWest and City properties.
- e. CamWest agrees to work with the College and the property owners to the east, as set forth in Sections 4.6, 6.2, and 6.3 of the Pre-Annexation Agreement, to the extent reasonably feasible to jointly address stormwater requirements, provided that CamWest, the College, and the property owners to the east (and their successors and assigns) shall each be solely responsible for the cost of complying with such requirements for development on each party's property.

21. Low Impact Development, Grading, and Sanitary Sewer

- a. Stormwater. CamWest shall, pursuant to Section 4.5 of the Pre-Annexation Agreement, utilize low impact development techniques and best management practices. To the extent soils and other physical conditions allow the use of viable and reasonably feasible low impact development techniques and best management practices, such techniques and practices shall be incorporated into the design and construction of the drainage plan.
- b. Energy Efficient Construction. CamWest shall, pursuant to the Pre-Annexation Agreement, include energy efficient construction techniques in the buildings in the CamWest development. Because the manner in which energy efficient systems and processes can be applied is dependent on the design of individual buildings, the City and CamWest agree to work cooperatively to achieve this objective during the building permit process.
- c. Site Grading. Site grading shall be conducted pursuant to the City of Duvall Development Design Standards and Unified Development Regulations.
- d. Sanitary Sewer. CamWest shall connect sewer from the intersection of 275th Avenue/Big Rock Road and the intersection of 3rd Avenue/Big Rock Road, or from the western terminus of the sewer line installed by others in accordance with the requirements of Section 8.6 of the Pre-Annexation Agreement.

AFFORDABLE HOUSING

- 22. CamWest agrees to develop a minimum of five percent (5%) of housing units on the CamWest Property to families with incomes at or below eighty percent (80%) of the King County median income, subject to Sections 24 to 26.

23. CamWest agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of median income on the CamWest Property, subject to Sections 24 to 26.
24. The following requirements shall apply to the housing units provided pursuant to Sections Section 22 or Section 23:
- a. Such housing units may be a mix of rental and “for sale” units. These housing units may be either scattered throughout the CamWest Development or clustered at CamWest’s discretion in order to allow CamWest the flexibility to design and construct the units in a manner which maximizes their affordability, provided approximately one half of the units will be in the area zoned R-12 and approximately one half in the area zoned MU-I.
 - b. At least 5% of the units in the first phase of the development of the CamWest Property shall be units which meet the requirements of either Section 22 or Section 23. With each subsequent phase of its development, CamWest shall construct enough units which meet the requirements of either Section 22 or Section 23 so that at least 5% of the total number of units actually constructed on the CamWest Property meet those requirements. CamWest shall also, with each phase of development, update the Phasing Plan required by Section 6 to demonstrate that at full buildout, the requirements of Sections Section 22 or Section 23 will have been met.
 - c. CamWest shall be entitled to credits for each affordable unit constructed pursuant to Section 22 in an amount equal to ninety percent (90%) of each of the following charges/fees in place at the time the charges/fees are paid: the sewer GFC charge, the water capital improvement charge, the storm drain area charge, the sewer equalization fee and building permit fees. To the extent the charge/fee is not assessed on a unit basis, the charge/fee shall be prorated as necessary to provide the ninety percent (90%) credit. These credits shall be computed separately from and in addition to any credits to CamWest pursuant to Sections 4.1, 7.2 and 7.4 of the Pre-Annexation Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.
 - d. CamWest shall not receive any city charge and/or fee credits for units constructed pursuant to Section 23 except for those impact fee credits set out in Sections 4.1, 7.2 and 7.4 of the Pre-Annexation Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.
25. For purposes of Sections 22 to 24, “King County median income” means the income level for King County as defined in the annual Housing Assistance Plan

issued by the King County Department of Community and Human Services. Specific median income levels vary according to household size. In the event that King County stops issuing the Housing Assistance Plan, the City and CamWest will mutually select an alternative standard for determining "median income."

26. The City and CamWest shall, prior to the sale or rental of any affordable units constructed pursuant to Sections 22 to 24, develop a mutually acceptable system for assuring that such units are sold or rented as affordable units for at least twenty years after occupancy.

PARKS, RECREATION AND PEDESTRIAN FACILITIES

27. Parks and Recreation. CamWest will provide a minimum of 2.9 acres of public useable park and open space, subject to the following:

- a. CamWest may provide a single park that is a minimum of 2.9 acres in size. Alternately, CamWest may provide multiple parks; however each park shall be minimum size of one (1) acre.
- b. CamWest may, consistent with Section 4.2 of the Pre-Annexation* Agreement, apply the 2.9 acre park/open space area to the 10% open space requirement set forth in DMC 14.34.
- c. If multiple park sites are provided, there shall be pedestrian and visual connectivity between sites.
- d. Sidewalks shall not be considered as pedestrian connections between parks.
- e. The first phase park space shall be situated so that it serves as a focal point and organizing element for the LWTC campus, the commercial/mixed-use area, and residential neighborhoods. The City shall approve the location of this park in conjunction with the Phase I development application. If multiple park sites are proposed, they shall be identified on the master development plan, and approved with the future phases of development. All parks shall be constructed during the appropriate phase of development.
- f. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for design costs, land costs, grading, stubbing of utilities to the park site(s), required perimeter road improvements, or for improvements on park/open space areas in excess of 2.9 acres.
- g. The park(s)/open space will provide active and passive recreational opportunities and uses, including playgrounds or children's play structures; playfields, including courts; picnic and other group activity

areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of development. The park(s) shall be reviewed and approved in accordance with city standards.

28. Pedestrian Connectivity.

- a. All phases of the CamWest development shall include provisions for pedestrian connections consistent with DMC Chapter 14.34 and the City's Development Design Standards to adjacent portions of the CamWest Property and to adjacent properties, including but not limited to, the LWTC, Washington Holdings, and City Properties, unless otherwise required by the City or where such access is not feasible due to existing development of adjacent property (i.e., adjacent to the existing Glencairn neighborhood).
- b. The design of the pedestrian system shall include pedestrian friendly design and amenities such as benches, bike racks, well marked pedestrian crossings, way finding elements (e.g., signage), and lighting. The pedestrian system shall be designed to encourage walking between the new and existing residential neighborhoods, and activity areas such as parks, the college, and future commercial/mixed uses on the CamWest Properties, and properties to the west.
- c. To the extent that adjacent phases or properties are currently undeveloped, temporary barricades shall be installed at the ends of the pedestrian connections in order to discourage unauthorized or unsafe access onto such other properties.

MISCELLANEOUS

29. In accordance with state law, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
30. Construction. The City and CamWest shall cooperate in good faith and in a spirit of cooperation and fair dealing in the interpretation and application of the terms of this Agreement. The requirements of this Agreement are intended to complement and expand on the requirements in the City's Uniform Development Regulations ("UDR") and Development Design Standards ("DDS"). To the extent that there is any conflict between this Agreement, the UDR, and the DDS, the City's regulations shall control.
31. Parties and Authority. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A complete copy of this Agreement shall be recorded and a copy kept at Duvall City Hall and made available to anyone requesting review or a copy.

32. Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.
33. Amendment of Agreement. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Duvall City Council.
34. Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.
35. Dispute Resolution. In the event of any dispute between the City and CamWest arising from this Agreement, the parties will first attempt to resolve the dispute informally. In the event of a dispute that cannot be resolved, both parties shall agree to mediation. In the event that mediation cannot resolve the dispute, the matter shall be submitted to binding arbitration. Either party may invoke arbitration by providing the other party with written notice setting forth the party's claim in detail and explaining the relief requested. The parties shall attempt to agree on a mutually acceptable mediator during the next thirty days. If agreement is not reached within such time period, either party may request that the Presiding Judge of the King County Superior Court appoint an arbitrator. The arbitration shall be conducted pursuant to the Rules of the American Arbitration Association, regardless of whether the arbitrator is a member of that Association. The arbitrator's fee shall be divided equally between the parties, provided the arbitrator shall award costs, including the arbitrator's fee, to the prevailing party if the arbitrator determines that a party has pursued claims in bad faith or claims which are frivolous.
36. Venue. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.
37. Attorneys' Fees and Costs. In any arbitration or judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court. In the event of litigation or arbitration between the parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing party shall recover its reasonable costs and attorneys' fees actually incurred, including for appeals, which shall be determined and fixed by the court or arbitrator as part of the judgment, provided the parties hereby agree that the amounts actually charged to the parties by their respective counsel shall be presumed to be reasonable by any court or arbitrator and shall not be reduced or increased unless the court or arbitrator specifically finds that the rates for such legal work were unreasonable or that some portion of the legal work was unnecessary or performed without justification.
38. Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of

competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

39. Mutual Drafting and Construction. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.
40. No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.
41. No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties as to the CamWest Property or its development.
42. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successor and assigns of the Parties hereto.
43. The terms and conditions of this Agreement, including any amendments thereto, are binding upon the heirs, successors, and assigns of the CamWest Development, Inc., CamWest Duvall, LLC, and the City of Duvall, provided that the Agreement shall not apply to any property which is not acquired by CamWest Development, Inc. and/or CamWest Duvall, LLC.
44. Counterparts. This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

CITY OF DUVALL

By _____

Will Ibershof, Mayor

Attested by:



Jodee Schwinn, City Clerk

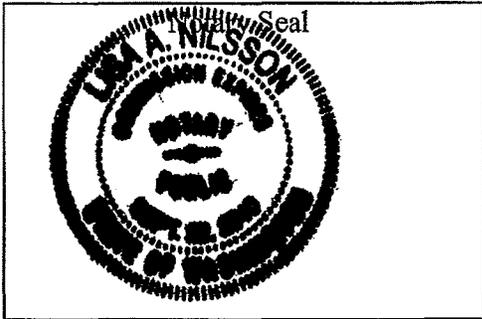
Approved as to form:



Bruce Disend, City Attorney

Date: _____, 2007.

Date: Dec. 26, 2007.



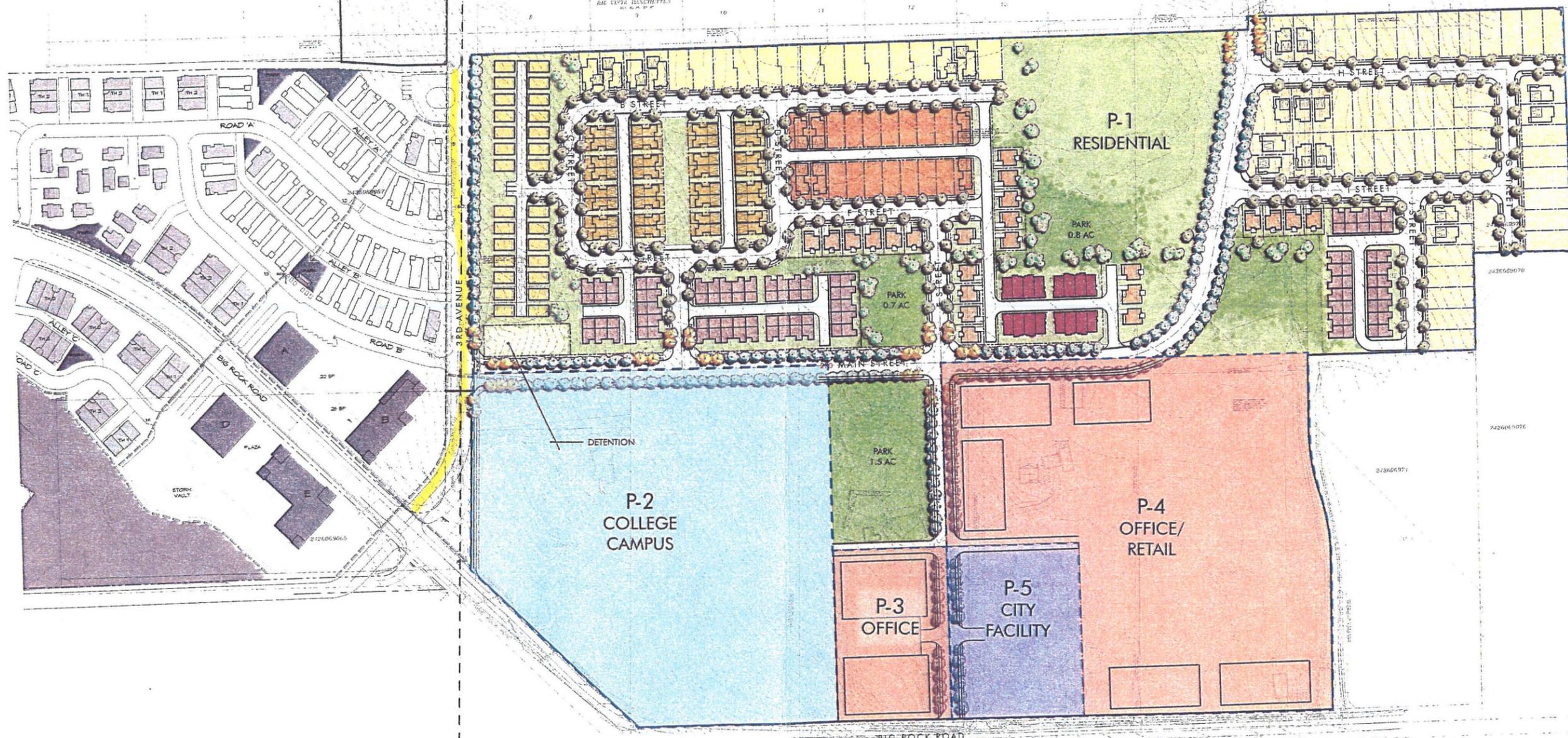
Lisa A Nilsson
Lisa A Nilsson (Print Name)
Notary Public
Residing at Kirkland
My appointment expires: 9/22/10

PRODUCT LEGEND

- NEW TOWN HOME
- ROSS RD. TOWN HOME
- BUNGALOW
- DUPLEX
- 40' X 70' LOT (FRONT LOADED)
- ZIPPER LOT (FRONT LOADED)
- NORTH CREEK SFD (FRONT LOADED)
- NEW SFD (ALLEY LOADED)

PROGRAM AREA	TYPE	PRODUCT	UNIT	AREA (AC)	DENSITY (TH/AC)	FLOOR AREA (SFT)	PARKING SPACES	PER UNIT
P-1	RESIDENTIAL	New Townhome	53	32.3	7.6	108	108	2.0
		Ross Rd. Townhome	16					
		Bungalow	20					
		Duplex	32					
		40'x70' Lot (Front Loaded)	53					
		Zipper Lot (Front Loaded)	19					
		North Creek SFD (Front Loaded)	23					
		New SFD (Alley Loaded)	28					
Total			244					
P-2	COLLEGE CAMPUS			10.6				
P-3	OFFICE			1.7		36,000	108	0.48
P-4	OFFICE/RETAIL			9.6		104,000	312	0.25
P-5	CITY FACILITY			2.0				

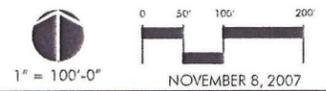
Note: ¹ 3 SPACES/1000 SFT Required for Office/Retail Per City of Duvall Development Standards



DUVALL URBAN VILLAGE
WA. REAL ESTATE HOLDINGS
DESIGN: IVERSON ARCHITECTS

CAMWEST - MIXED USE VILLAGE
CAMWEST DEVELOPMENT, INC.
DESIGN: DAHLIN GROUP ARCHITECTURE PLANNING

CONCEPTUAL SITE PLAN



**CITY OF DUVALL
COUNCIL MEETING
October 3, 2017
7:00 P.M. – Riverview Educational Service Center
15510 – 1st Ave NE**

Committee of the Whole: 5:30 P.M.

The City Council Meeting was called to order by Mayor Ibershof at 7:00 P.M.

Roll Call: Amy Ockerlander, Becky Nixon, Michelle Hogg, Jason Walker, Matthew Eyer, Dianne Brudnicki, Scott Thomas

Staff Present: Matthew Morton, Lara Thomas, Lindsey Vaughn, Boyd Benson, Jodi Wycoff

I. Additions or Corrections to the Agenda:

Under Consent Agenda add: Payroll for 09/20/17 in the amount of \$40,797.92, Payroll for 10/05/17 in the amount of \$98,963.02 and Claims in the amount of \$104,700.15; and Under Scheduled Items add: Councilmembers Nixon, Ockerlander, Walker, and Eyer.

II. Adoption of Council Agenda:

It was moved and seconded (Hogg-Ockerlander) to adopt the 10/03/17 Council Agenda. The motion carried (7 ayes).

III. Approval of Consent Agenda:

It was moved and seconded (Ockerlander-Brudnicki) to approve the consent agenda which included approving the City Council minutes and Committee of the Whole minutes of 09/19/17; minutes for the Joint City Council/Planning Commission meeting of 09/26/17; and Payroll for 09/20/17 Checks #26697-26698 in the amount of \$40,797.92 including EFTs in the amount of \$37,738.74; Payroll for 10/05/17 Checks 26706-26710 in the amount of \$98,963.02 including EFTs in the amount of \$94,304.01; and Claims Checks #26711-26766 and #26699-26705 in the amount of \$104,700.15 including EFTs in the amount of \$100.91. The motion carried (7 ayes).

IV. Comments from the Audience:

Jerry Sprute, representing Duvall Chamber of Commerce, thanked the City for working with the Chamber on a variety of projects and programs and reminded everyone that the Chamber is hosting a Candidate Forum on October 5th. Mr. Sprute, representing the Sno Valley Senior Center, asked Council to allocate funds to the Senior Center in their 2018 budget as currently proposed.

Sophie Tario, Board Member of Snoqualmie Valley Community Network (SVCN), requested that Council consider allocating funds to SVCN and Sno Valley Senior Center in their 2018 budget.

V. Scheduled Items:

1. Mayor:

Mayor Ibershof reported on recent regional meetings he attended including Association of Washington Cities Employee Benefit Trust, North End Mayors, Snoqualmie Valley Governments Association and a meeting with Governor Jay Inslee.

2. Council:

Councilmember Nixon reminded everyone that the Sno Valley Senior Center dinner and auction is coming up in two weeks at Carnation Farms.

Councilmember Ockerlander reported on recent local and regional meetings she attended including Snoqualmie Valley Government Association, Sound Cities Association Legislative Committee, and Puget Sound Regional Executive Committee.

Councilmember Walker said that he too attended the Snoqualmie Valley Government Association meeting last week and spoke with the representative from the King County Assessor's office, who said they would be willing to come to Duvall to discuss potential property tax increases. Councilmember Walker also reported on the recent Watershed Forum tour that he attended.

Councilmember Eyer said that it may be beneficial to hear from Riverview School District regarding the potential property tax increases.

3. City Administrator:

- a) Economic Development RFP – Matthew Morton, City Administrator, reported that he is preparing a Request for Proposals for an Economic Development Consultant which should go out in the coming weeks.
- b) City Stage – sponsorship RFP – Mr. Morton said that he is also working on a Request for Proposals for a business to sponsor the City stage as this year was the last year for the current sponsor agreement.
- c) Internet Franchise Group Update – Mr. Morton said that the group had their third meeting recently. WAVE gave a similar presentation to the group as they did at a recent Committee of the Whole meeting. Mr. Morton said that the group will prepare a report for Council soon which will likely include the recommendation to extend the current WAVE agreement by one year to allow for thoughtful and thorough negotiations.
- d) City Hall Pilot Project – Mr. Morton said that our community has changed over the years and so have their expectations of the City. With that, Mr. Morton is proposing a pilot program to have City Hall open for a few hours each Saturday beginning in a few weeks.

4. Main Street Project Update

Boyd Benson, Public Works Director, gave an update on the current and upcoming work for the project including the last of the pavement going in today along driveways and ADA ramps beginning to be installed. Mr. Benson said that landscaping and road striping will begin soon.

5. Big Rock Ball Field Project Update

Boyd Benson, Public Works Director, gave the latest update and showed recent pictures of the Big Rock Ball Field Renovation Project. Mr. Benson said the project is on schedule and the Grand Opening is currently scheduled for October 28, 2017.

VI. Presentation: None

VII. Public Hearing: None

VIII. New Business:

1. (AB17-71) Confirm Mayor Ibershof's appointment of William Ojeda to the Duvall Civil Service Commission, Position #3, an unexpired vacant six-year term ending 4/01/19. *It was moved and seconded (Ockerlander-Nixon) to confirm Mayor Ibershof's appointment of William Ojeda to the Duvall Civil Service Commission, Position #3, an unexpired vacant six-year term ending 4/01/19. The motion carried (7 ayes).*

2. (AB17-72) Approve and authorize the Mayor to approve contract change orders, not to exceed \$58,000, with Premier Field Development for the Big Rock Ballfields Renovation Project. *It was moved and seconded (Ockerlander-Nixon) to approve and authorize the Mayor to approve contract change orders, not to exceed \$58,000, with Premier Field Development for the Big Rock Ballfields Renovation Project. The motion carried (7 ayes).*

3. (AB17-73) Riverview School District - Capital Facilities Plan

Lara Thomas, Planning Director, handed out and reviewed a presentation regarding the Riverview School District Capital Facilities Plan and School Impact Fees. The presentation gave an overview of the Plan including the District's standard of service, planned new projects and Capital Facilities Budget.

4. (AB17-74) Riverview School District - School Impact Fee

Lara Thomas, Planning Director, handed out a letter from a citizen for the record. Ms. Thomas said that the City and the District have an Interlocal Agreement which states that the City will collect the School Impact Fee from developers on behalf of the District. Ms. Thomas reviewed the 2017 fee compared to the proposed 2018 fee. The proposed fees are slightly increased for single-family and slightly reduced for multi-family. Ms. Thomas also said that School Impact Fees are commonly reduced by 50% and that Council can choose to collect the full amount or a different reduction percentage. Ms. Thomas said there will be a public hearing on this issue and then answered questions from Council.

IX. Unfinished Business:

1. (AB17-70) Approve Toll Brothers community parks concept and advanced mitigation credit approach. *It was moved and seconded (Nixon-Thomas) approve Toll Brothers community parks concept and advanced mitigation credit approach. The motion carried (7 ayes).*

X. Executive Session: None

XI. Adjournment:

It was moved and seconded (Nixon-Ockerlander) to adjourn the meeting. The meeting adjourned at 8:06 P.M.

Signed _____
Will Ibershof, Mayor

Attest _____
Jodi Wycoff, City Clerk