

**THE LAWSON HILLS MASTER PLANNED DEVELOPMENT  
DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF BLACK DIAMOND, WASHINGTON and  
BD LAWSON PARTNERS, L.P.**

Style Definition: TOC 2: Keep with next  
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<b>A. Parties, Date, Recitals, and Mutual Consideration .....</b>	<b>1</b>
<b>B. Terms .....</b>	<b>5</b>
<b>1.0 Project Goals and Objectives .....</b>	<b>5</b>
1.1 Definitions .....	5
1.2 Consistency with Law .....	5
1.3 Purpose of the MPD Ordinance .....	5
1.4 Development Goals .....	5
<b>2.0 Project Description .....</b>	<b>6</b>
2.1 Project Envelope .....	6
2.2 Project Elements .....	6
2.3 MPD Land Use and Parcel Boundaries Approximate .....	6
<b>3.0 Prior Agreements .....</b>	<b>8</b>
3.1 Effect of Development Agreement .....	8
3.2 Termination of Development Agreement .....	9
<b>4.0 Land Use and Project Elements .....</b>	<b>9</b>
4.1 Total Number of Dwelling Units .....	9
4.2 Total Amount of Non-Residential Development .....	11
4.3 Development Parcel Land Use Categories .....	12
4.4 Changing the Category of Development Parcels .....	12
4.5 Interface with Adjoining Development .....	14
4.6 Expansion Parcels .....	14
4.7 Allowed Uses .....	14
4.8 Density .....	20

The Lawson Hills Master Planned Development  
Draft Development Agreement

4.9	Developer Improvements .....	22
<b>5.0</b>	<b>Bulk, Landscape and Sign Standards .....</b>	<b>17</b>
5.1	Dimensional Standards .....	17
5.2	Parking Standards .....	26
5.3	Signage Standards .....	29
5.4	Landscape Standards .....	31
<b>6.0</b>	<b>Street Standards .....</b>	<b>34</b>
6.1	Purpose .....	34
6.2	Applicability .....	34
6.3	Street Sections .....	35
6.4	Street Connectivity .....	38
6.5	Review Criteria for Deviations .....	39
6.6	Ownership and Maintenance .....	41
6.7	Green Valley Road .....	42
<b>7.0</b>	<b>Water, Sewer and Stormwater Utility Standards .....</b>	<b>42</b>
7.1	General Requirements .....	42
7.2	Water System Standards .....	46
7.3	Sanitary Sewer Design Standards .....	53
7.4	Stormwater Management Standards .....	54
<b>8.0</b>	<b>Sensitive Areas Standards .....</b>	<b>57</b>
8.1	Sensitive Areas Ordinance Applicability .....	57
8.2	Sensitive Areas Determinations .....	57
8.3	Alteration of Geologically Hazardous and Landslide Hazard Areas .....	58
8.4	Hazardous Tree removal .....	59
<b>9.0</b>	<b>Parks, Open Space and Trail Standards .....</b>	<b>1</b>
9.1	Overall Open Space Requirement .....	1
9.2	Park and Open Space Plan .....	2

The Lawson Hills Master Planned Development  
Draft Development Agreement

9.3	Sensitive Areas and Buffers .....	2
9.4	Non-Sensitive Open Space .....	4
9.5	Recreation and Useable Open Space Standards .....	4
9.6	Trail Plan .....	10
9.7	Trail Standards .....	10
9.8	Park, Open Space and Trail Deviations .....	11
9.9	Ownership and Maintenance .....	12
9.10	Park Characteristics .....	12
<b>10.0</b>	<b>Plan and Agreement Changes and Administration .....</b>	<b>60</b>
10.1	Purpose .....	60
10.2	Applicability .....	71
10.3	Interpretations .....	71
10.4	Amendments .....	72
10.5	Expansion Parcels .....	72
<b>11.0</b>	<b>Project Phasing and Vesting .....</b>	<b>1</b>
11.1	Purpose .....	1
11.2	Phasing of Improvements .....	2
11.3	Phasing of On-site Regional Infrastructure Improvements .....	2
11.4	Phasing and construction of Off Site Regional Infrastructure Improvements .....	13
11.5	Off Site Pedestrian Improvements .....	22
11.6	Vesting Standard for MPD .....	23
11.7	Build-Out Period for MPD .....	23
11.8	Phasing of Development .....	24
11.9	Housing Types .....	24
<b>12.0</b>	<b>Development Review Process .....</b>	<b>91</b>
12.1	Purpose .....	91
12.2	Applicability .....	91

The Lawson Hills Master Planned Development  
Draft Development Agreement

<del>12.3</del>	<del>Design Review Committee</del>	<del>91</del>
<del>12.4</del>	<del>Permit Required</del>	<del>92</del>
<del>12.5</del>	<del>Application Review Procedures</del>	<del>92</del>
<del>12.6</del>	<del>Notice Requirements</del>	<del>93</del>
<del>12.7</del>	<del>Modifications to Permits</del>	<del>94</del>
<del>12.8</del>	<del>Applicability, Decision Criteria and Permit Specific Requirements</del>	<del>95</del>
<del>12.9</del>	<del>Bonding for Improvements</del>	<del>102</del>
<del>12.10</del>	<del>Maple Valley Transportation Mitigation Agreement</del>	<del>103</del>
<del>12.11</del>	<del>Covington Transportation Mitigation Agreement</del>	<del>104</del>
<b>13.0</b>	<b>Miscellaneous Additional Standards and Requirements</b>	<b>1</b>
<del>13.1</del>	<del>Construction Waste Management Plan</del>	<del>1</del>
<del>13.2</del>	<del>Forest Practices</del>	<del>1</del>
<del>13.3</del>	<del>Schools</del>	<del>1</del>
<del>13.4</del>	<del>Fire Mitigation</del>	<del>2</del>
<del>13.5</del>	<del>Mine Hazard Release</del>	<del>3</del>
<del>13.6</del>	<del>Fiscal Impacts Analysis</del>	<del>3</del>
<del>13.7</del>	<del>Noise attenuation</del>	<del>7</del>
<b>14.0</b>	<b>Definitions</b>	<b>108</b>
<b>15.0</b>	<b>General Provisions</b>	<b>116</b>
<del>15.1</del>	<del>Binding Effect</del>	<del>116</del>
<del>15.2</del>	<del>Duties of Master Developer</del>	<del>116</del>
<del>15.3</del>	<del>Assignment</del>	<del>117</del>
<del>15.4</del>	<del>Governing Law</del>	<del>118</del>
<del>15.5</del>	<del>Severability and Waiver</del>	<del>118</del>
<del>15.6</del>	<del>Authority</del>	<del>118</del>
<del>15.7</del>	<del>Exhibits</del>	<del>118</del>
<del>15.8</del>	<del>Time is of the Essence</del>	<del>119</del>
<del>15.9</del>	<del>Interpretation</del>	<del>119</del>

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

15.10	Integration .....	119
15.11	No Third-Party Beneficiary .....	120
15.12	Other Necessary Acts .....	120
15.13	Remedies .....	120
15.14	Notice .....	120
15.15	Counterparts .....	121
15.16	Term .....	121
<b>A.</b>	<b>Parties, Date, Recitals, and Mutual Consideration .....</b>	<b>1</b>
<b>B.</b>	<b>Terms .....</b>	<b>5</b>
<b>1.0</b>	<b>Definitions and Consistency .....</b>	<b>5</b>
1.1	Definitions .....	5
1.2	Consistency with Law .....	5
<b>2.0</b>	<b>Project Description .....</b>	<b>6</b>
2.1	Project Envelope .....	6
2.2	Project Elements .....	6
2.3	MPD Site Plan and Parcel Boundaries Approximate .....	6
<b>3.0</b>	<b>Prior Agreements .....</b>	<b>8</b>
3.1	Effect of Development Agreement .....	8
<b>4.0</b>	<b>Land Use and Project Elements .....</b>	<b>9</b>
4.1	MPD Site Plan .....	9
4.2	Total Number of Dwelling Units .....	11
4.3	Total Amount of Non-Residential Development .....	11
4.4	MPD Site Plan Amendments .....	12
4.5	Interface with Adjoining Development .....	14
4.6	Expansion Parcels .....	14
4.7	Additional Use Standards .....	14

The Lawson Hills Master Planned Development  
Draft Development Agreement

4.8 Process To Track Total Dwelling Units and Gross Floor Area ..... 20

4.9 Transfer of Development Rights ..... 22

4.10 Developer Improvements ..... 22

**5.0 Bulk, Landscape and Sign Standards..... 17**

5.1 DRC Review Required for Design Guidelines and standards ..... 17

5.2 Dimensional Standards ..... 17

5.3 Parking Standards ..... 26

5.4 Signage Standards..... 29

5.5 Landscape Standards ..... 31

**6.0 Internal Street Standards Within the Lawson Hills MPD ..... 34**

6.1 Purpose ..... 34

6.2 Applicability..... 34

6.3 Street Design..... 35

6.4 Street Connectivity ..... 38

6.5 Ownership and Maintenance ..... 39

**7.0 Water, Sewer and Stormwater Utility Standards ..... 42**

7.1 General Requirements ..... 42

7.2 Water System Standards ..... 46

7.3 Sanitary Sewer Design Standards ..... 53

7.4 Stormwater Management Standards ..... 54

**8.0 Sensitive Areas Standards..... 57**

8.1 Sensitive Areas Ordinance Applicability ..... 57

8.2 Sensitive Areas Determinations..... 57

8.3 Alteration of Geologically Hazardous and Landslide Hazard Areas..... 58

8.4 Hazardous Tree removal ..... 59

**9.0 Parks, Open Space and Trail Standards..... 1**

9.1 Overall Open Space Requirement..... 1

The Lawson Hills Master Planned Development  
Draft Development Agreement

9.2	Park and Open Space Plan .....	2
9.3	Sensitive Areas and Buffers .....	2
9.4	Non-Sensitive Open Space .....	4
9.5	Recreation and Useable Open Space Standards.....	4
9.6	Trail Plan.....	10
9.7	Trail Standards .....	10
9.8	Park, Open Space and Trail Deviations .....	11
9.9	Ownership and Maintenance .....	12
9.10	Park Characteristics.....	12
<b>10.0</b>	<b>Determinations, Amendments &amp; Expansion Parcel Review</b>	
	<b>Process.....</b>	<b>71</b>
10.1	Reserved.....	71
10.2	Applicability.....	71
10.3	Determinations .....	71
10.4	Amendments.....	72
10.5	Expansion Parcels.....	72
<b>11.0</b>	<b>Project Phasing.....</b>	<b>1</b>
11.1	MPD Phasing Plan Approved .....	1
11.2	Phasing of Improvements .....	1
11.3	Phasing of On-site Regional Facilities .....	2
11.4	Phasing and construction of Off-Site Regional Infrastructure Improvements.....	13
11.5	Transportation Regional Facilities .....	18
11.6	Off-Site Pedestrian Improvements .....	23
11.7	Phasing of Development.....	23
11.8	Housing Types .....	24
<b>12.0</b>	<b>Development Review Process .....</b>	<b>91</b>
12.1	Purpose .....	91

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

<u>12.2</u>	<u>Applicability.....</u>	<u>91</u>
<u>12.3</u>	<u>Design Review Committee.....</u>	<u>91</u>
<u>12.4</u>	<u>Reserved.....</u>	<u>92</u>
<u>12.5</u>	<u>Application Review Procedures.....</u>	<u>92</u>
<u>12.6</u>	<u>Notice Requirements.....</u>	<u>93</u>
<u>12.7</u>	<u>Amendments to Implementing Approvals.....</u>	<u>94</u>
<u>12.8</u>	<u>Applicability, Decision Criteria and Approval Specific Requirements.....</u>	<u>95</u>
<u>12.9</u>	<u>Bonding for Improvements.....</u>	<u>102</u>
<u>12.10</u>	<u>Maple Valley Transportation Mitigation Agreement.....</u>	<u>103</u>
<u>12.11</u>	<u>Covington Transportation Mitigation Agreement.....</u>	<u>104</u>
<b><u>13.0</u></b>	<b><u>Miscellaneous Additional Standards and Requirements.....</u></b>	<b><u>1</u></b>
<u>13.1</u>	<u>Construction Waste Management Plan.....</u>	<u>1</u>
<u>13.2</u>	<u>Forest Practices.....</u>	<u>1</u>
<u>13.3</u>	<u>Schools.....</u>	<u>1</u>
<u>13.4</u>	<u>Fire Mitigation.....</u>	<u>2</u>
<u>13.5</u>	<u>Mine Hazard Release.....</u>	<u>3</u>
<u>13.6</u>	<u>Fiscal Impacts Analysis.....</u>	<u>3</u>
<u>13.7</u>	<u>Noise attenuation.....</u>	<u>7</u>
<u>13.8</u>	<u>Green Valley Road.....</u>	<u>100</u>
<b><u>14.0</u></b>	<b><u>Definitions.....</u></b>	<b><u>108</u></b>
<b><u>15.0</u></b>	<b><u>General Provisions.....</u></b>	<b><u>108</u></b>
<u>15.1</u>	<u>Binding Effect &amp; Vesting.....</u>	<u>116</u>
<u>15.2</u>	<u>Duties of Master Developer.....</u>	<u>116</u>
<u>15.3</u>	<u>Assignment.....</u>	<u>117</u>
<u>15.4</u>	<u>Governing Law.....</u>	<u>118</u>
<u>15.5</u>	<u>Severability and Waiver.....</u>	<u>118</u>
<u>15.6</u>	<u>Authority.....</u>	<u>118</u>

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

<a href="#">15.7 Exhibits</a>	118
<a href="#">15.8 Time is of the Essence</a>	119
<a href="#">15.9 Interpretation</a>	119
<a href="#">15.10 Integration</a>	119
<a href="#">15.11 No Third-Party Beneficiary</a>	120
<a href="#">15.12 Other Necessary Acts</a>	120
<a href="#">15.13 Remedies</a>	120
<a href="#">15.14 Notice</a>	120
<a href="#">15.15 Counterparts</a>	121
<a href="#">15.16 Term</a>	121

**Exhibits**

- Exhibit "A" – Project Boundaries and ~~Land Use Map~~ [MPD Site Plan](#)
- Exhibit "B" – Legal Description [and Parcel Map](#)
- Exhibit "C" – MPD Approval
- Exhibit "D" – Summary of Prior Agreements
- Exhibit "E" – City of Black Diamond Municipal Code
- Exhibit "F" – Traffic Monitoring Plan
- Exhibit "G" – Constraint Maps
- Exhibit "H" – MPD Project Specific Design Standards and Guidelines
- Exhibit "I" – High Density Residential Supplemental Design Standards and Guidelines
- Exhibit "J" – Construction Waste Management Plan
- Exhibit "K" – ~~Phases Map and~~ [MPD Phasing Plans](#) ~~Plan~~
- Exhibit "L" – ~~Street Standards~~ [Excerpts from Chapter 3 of MPD Permit Application](#)
- Exhibit "M" – Mine Hazard Release Form
- Exhibit "N" – Lawson Hills MPD Funding Agreement
- Exhibit "O" – Stormwater Monitoring
- Exhibit "P" – Green Valley Road Measures

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

Exhibit "Q" – Maple Valley Transportation Mitigation Agreement

Exhibit "R" – Covington Transportation Mitigation Agreement

Exhibit "S" – Potential Expansion Areas

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

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**A. Parties, Date, Recitals, and Mutual Consideration**

This Development Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF BLACK DIAMOND, a non charter code city in the State of Washington, operating under the provisions of ~~chapter~~Chapter 35A RCW (“Black Diamond” or “City”) and BD Lawson Partners, L.P., a Washington limited partnership (“Master Developer”).

**RECITALS**

- A. The City includes large areas of undeveloped lands, and the City has spent decades evaluating and planning for future coordinated development of those lands.
  
- B. To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development, the legislature of the State of Washington enacted RCW 36.70B.170 through 36.70B.210 (the “Development Agreement Statute”), which authorizes a local government to enter into a development agreement with the owner of real property within its jurisdiction ~~regarding the development of such property and establishing certain development rights and standards.~~ Under the Development Agreement Statute, “A development agreement must set forth 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. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW.” In addition, RCW 36.70B.170(3) defines “development standards” for a development agreement as including:
  - (a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
  
  - (b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;
  
  - (c) Mitigation measures, development conditions, and other requirements under chapter 43.21C RCW;

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

(d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;

(e) Affordable housing;

(f) Parks and open space preservation;

(g) Phasing;

(h) Review procedures and standards for implementing decisions;

(i) A build-out or vesting period for applicable standards; and

(j) Any other appropriate development requirement or procedure.

Pursuant to state law, development agreements are not development regulations but are required to be and this Agreement is, in fact, consistent with the City of Black Diamond's adopted development regulations.

- C. The City has adopted a process for review and approval of applications for a Master Planned Development Permit ("MPD") Permit, which process is contained in ~~its~~the City's MPD Permit development regulations ~~{codified at~~ Black Diamond Municipal Code ("BDMC") Chapter 18.98 ~~(attached as Exhibit "E"), which include~~. The City's process for review and approval of a MPD Permit includes the requirement for a ~~Development Agreement which~~development agreement that shall be binding on all MPD property owners and their successors, and shall require that they develop the subject property only in accordance with the terms of the MPD ~~Approval~~Permit approval.
- D. ~~This Development~~The City has also adopted a process for review and approval of development agreements, which process is codified at BDMC Ch. 18.66 (Exhibit "E"). This Agreement has been processed, considered and executed in accordance with the City's development regulations, in BDMC Chapter 18.66, ~~(Exhibit "E")~~, and state law requirements, including RCW 36.70B.170 through .210.

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

- E. The Master Developer owns certain real property consisting of approximately 371 acres located in the City of Black Diamond, as generally diagrammed in Exhibit "A", the ~~Land Use Map~~ MPD Site Plan, and more particularly described in Exhibit "B" (the "Lawson Hills Property").
- F. ~~The~~ Consistent with BDMC Chapter 18.98 and the City's adopted MPD Framework Design Standards and Guidelines, the Master Developer designed The Lawson Hills MPD on the Lawson Hills Property to utilize the natural land forms, including protection of wetlands and open space areas, to define the compact and clustered development pattern. The master planning process allows the Lawson Hills Property to be developed in a thoughtful and fully integrated manner and provides certainty to the City, existing and future residents, and the Master Developer. The Lawson Hills MPD community design includes a wide variety of housing, shopping and recreational opportunities. ~~The wide range of housing options will provide opportunities for a mix of people from different social and economic levels to call The Lawson Hills MPD home.~~ The Lawson Hills MPD also includes a comprehensive system of Parks, Open Spaces and ~~Trail~~ trails that will further connect and integrate the clusters of development and promote the natural beauty of the Project Site.
- G. The City ~~has~~ approved the Master Developer's MPD Permit Application subject to certain conditions and desires to enter into this Agreement. This Agreement will, among other things, provide for the conditions of MPD Permit Approval to run with the land that is the subject of the MPD Permit Approval and bind the Master Developer's heirs, successors and assigns; provide greater certainty about the character and timing of residential and commercial development within The Lawson Hills MPD; provide for the orderly development of The Lawson Hills MPD on a comprehensive basis consistent with the MPD Permit Approval (copy attached as Exhibit "C"); allow for timely mitigation of probable significant adverse environmental impacts; provide services appropriate for development of The Lawson Hills MPD; encourage an economic and employment base within the City; contribute to the City's fiscal performance; and otherwise achieve the goals and purposes for which the MPD Ordinance was permit development regulations (BDMC Ch. 18.98) (Exhibit "E") and the ordinance approving the MPD Permit Application were enacted.
- H. The Master Developer desires to enter into this Agreement in exchange for the benefits to the City described in Recital G, together with other public benefits that ~~could~~ will

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Parties, Date, Recitals, and Mutual Consideration

Page 3 of 3

~~December 30, 2010~~

April 2011

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

result from the development of The Lawson Hills MPD. Moreover, entering into this Agreement provides assurance to the Master Developer and its successors and assigns that: (i) any and all Implementing ApprovalsProjects necessary to build out the MPD will be processed under the terms and conditions of The Lawson Hills MPD Permit Approval and this Agreement; (ii) that all Implementing ApprovalsProjects will be vested to and processed in accordance with the standards described in this Agreement; (iii) that this Agreement and its standards will be in effect for 15 years with the possibility of further extension; (iv) that mitigation measures for the Implementing ApprovalsProjects, including protections to the natural environment and improvements to the built environment necessary to appropriately mitigate probable, significant adverse impacts and accommodate the build out of the Lawson Hills MPD, are fully described in this Agreement; and (v) that cost recovery mechanism are in place to assist the Master Developer with construction of public infrastructure when appropriate.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the parties hereby voluntarily mutually agree as follows:



**B. Terms**

**1.0 ~~PROJECT GOALS~~ DEFINITIONS AND ~~OBJECTIVES~~ CONSISTENCY**

**1.1 DEFINITIONS**

All capitalized terms in this Agreement shall have the meaning set forth in Section 14, or, if not defined in Section 14, capitalized terms shall have the meaning set forth in the City of Black Diamond Municipal Code ("BDMC") as attached hereto and incorporated herein as Exhibit "E". If there is a conflict between the capitalized terms used in this Agreement and the terms defined in the BDMC, the definition set forth in the BDMC (Exhibit "E") shall prevail.

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**1.2 CONSISTENCY WITH LAW**

The Lawson Hills MPD is consistent with the City of Black Diamond Comprehensive Plan and City's MPD Permit development regulations. ~~The development goals in this This Agreement are consistent with the policy guide~~terms and foundation that have been used to develop the guidelines and standards in this Agreement~~conditions of The Lawson Hills MPD Permit Approval.~~

~~**1.3 PURPOSE OF THE MPD ORDINANCE**~~

~~The purpose of the City's MPD Ordinance is to allow alternative, innovative forms of Development that preserve open space, promote economic development and job creation, and create vibrant mixed use neighborhoods with a balance of housing, employment, civic and recreational activities. The City's MPD Design Standards and Guidelines encourage compact forms of development, a mix of uses, coordinated open space, and the creation of a sense of community.~~

~~**1.4 DEVELOPMENT GOALS**~~

~~**1.4.1 Create a Distinct, Attractive Community with a Strong Sense of Place**~~

~~A goal of the Master Developer and the City is that The Lawson Hills MPD captures the spirit of historic Black Diamond in a modern new community. Through comprehensive site planning, building form and detailing, and landscaping, The Lawson Hills MPD draws from the~~

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

~~architectural elements of historic mining towns and reinterprets them in a sophisticated modern way utilizing sound design principles.~~

**~~1.4.2— Fulfill City MPD Public Benefit Objectives~~**

~~A goal of the Master Developer and the City is that construction of The Lawson Hills MPD, consistent with the MPD Approval and this Agreement, will fulfill the public benefit objectives outlined in BDMC 18.98.020.~~

**~~1.4.3— Create Employment Opportunities~~**

~~A goal of the Master Developer and City is to provide Commercial, Retail, Office, and Light Industrial opportunities that are well integrated into The Lawson Hills MPD, that promote the creation of jobs and commerce, that are flexible to market conditions and that provide the opportunity for the newly created households and residents to have a place to work and shop.~~

**~~1.4.4— Implement a Mix of Land Uses~~**

~~A goal of the Master Developer and City is to develop a mix of uses within The Lawson Hills MPD that complements the range of existing and planned uses within the City; respects the character of adjacent neighborhoods by utilizing the MPD Framework Design Standards and Guidelines as adopted in BDMC 18.74; and utilizes existing availability and planned capacity of urban services, access opportunities, and infrastructure systems located in proximity to the Project Site.~~

**~~1.4.5— Implement the Black Diamond Urban Growth Area Agreement~~**

~~A goal of the Master Developer and the City is that The Lawson Hills MPD will implement the BDUGAA by preserving the City's 50-acre In-City Forest Land and annexing the 50-acre East Annexation Area, thus applying 100 Transfer Development Rights ("TDR") to the East Annexation Area. The relationship of this Agreement to prior agreements is established in Section 3.~~

**~~1.4.6— Protect the Environment~~**

~~A goal of the Master Developer and City is to create a MPD community that seeks to protect the naturally constrained areas of the Project Site and surrounding area, including streams, wetlands, and surface and groundwater resources, through master planning concepts and, to the extent feasible, through Low Impact Development technologies.~~

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

---

**~~1.4.7— Create a Fiscally Sound, Economically Viable Community~~**

~~A goal of the Master Developer and City is to create an economically viable MPD community that provides Office, Retail, Light Industrial, and other Commercial uses; preserves Open Spaces and integrates Open Space corridors; provides recreational opportunities, necessary public facilities, and a wide range of residential opportunities. The Master Developer and City seek to ensure that these elements of The Lawson Hills MPD are fiscally sound and sufficient so they can aid in minimizing necessary up-front infrastructure cost and upgrades, and will work collaboratively to evaluate the risk and cost of local and regional improvements to transportation, water, sewer, and stormwater facilities. Opportunities to create positive fiscal performance that are mutually beneficial to the City and Master Developer are to be pursued.~~

**~~1.4.8— Provide a Range of Housing Types and Lifestyle Opportunities~~**

~~A goal of the Master Developer and City is to provide within The Lawson Hills MPD a range of residential and lifestyle opportunities at urban densities within the City that adequately responds to dynamic market factors over time, is accessible to all economic segments of the population, and contributes to the City targets for accommodating growth under the GMA.~~

**~~1.4.9— Built In Flexibility~~**

~~A goal of the Master Developer and City is to create a community with the flexibility to quickly respond and adapt to new and/or innovative technology, construction methods and materials, housing types and businesses. Recognizing that the future may include advances in these areas that do not currently exist and that may prove to be fiscally or environmentally beneficial to the Master Developer and City, the City shall allow flexibility in the use of new and/or innovative technologies, construction methods and materials, land uses, housing types and businesses that meet or exceed City' MPD Design Standards and Guidelines throughout The Lawson Hills MPD.~~

**~~1.4.10— Sustainability~~**

~~A goal of the Master Developer and the City is to integrate Low Impact Development techniques within The Lawson Hills MPD in order to create a community that is more livable, walkable, and sustainable for current and future residents. Potential techniques include, but are not limited to, Low Impact Development, recycling, clustered development, pedestrian-oriented development, reduced roadway widths, pervious materials, rain gardens, energy efficient appliances, drought tolerant native landscaping, construction waste recycling, opportunities for electric vehicle charging, utilizing solar energy, green roofs, pea patches, and water conservation.~~

The Lawson Hills Master Planned Development  
Draft Development Agreement

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~~1.4.11 Make Development Decisions Predictable, Fair and Cost Effective~~

~~A goal of the Master Developer and the City is to provide certainty, predictability and a streamlined process for the review and approval of Implementing Projects that are consistent with and implement this Agreement.~~

**The Lawson Hills Master Planned Development  
Draft Development Agreement**

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**Section 1—Project Goals and Objectives  
Page 4 of 4**

**December 30, 2010**

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