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I. Request for Approval

Yarrow Bay asks that the Council act to approve the Development Agreements for both The Villages and Lawson Hills. Yarrow Bay recommends the Council move to authorize the City Attorney to draft an Ordinance including findings of fact and conclusions of law, that approves the Development Agreements and authorizes the Mayor to execute the Development Agreements for The Villages (PLN10-0020/11-0013) and for Lawson Hills (PLN10-0021/11-0014) in the form of Exhibit 1 (The Villages) and Exhibit 2 (Lawson Hills), as revised by the following pages, which include Staff's Errata (Exhibit 4), the Hearing Examiner's recommended conditions including changes proposed by Council, revisions offered by the applicant in Exhibit 139 (shown in the following pages as Y#), and Council supplemental language. Changes proposed prior to the Council Closed Record Hearing are shown in the following pages as single underlined or ~~strikethrough~~ text. Changes made during Council Closed Record Hearing are shown as double underlined or ~~strikethrough~~ text.

II. Development Agreement Revisions

Staff Errata

The Villages MPD Development Agreement

a. Section 7.4.3, First Paragraph (pg. 56):

7.4.3 Stormwater Management Goals

The Master Developer shall comply with the stormwater management ~~goals~~ provisions provided below. In the event of a conflict between these ~~goals~~ provisions and the Stormwater Management Design Standards set forth in Section 7.4.4 of this Agreement, the Stormwater Management Design Standards shall prevail.

b. Exhibit "A", Project Boundaries and MPD Site Plan:

Development Parcel V30 was incorrectly depicted as MPD-M Medium Density Residential on the MPD Site Plan contained in Exhibit "A" of The Villages Development Agreement dated June 2011 that was submitted to the Black Diamond Hearing Examiner. Attached to this Errata is an updated Exhibit "A" correctly showing Development Parcel V30 as MPD-L Low Density Residential.

c. Exhibit "0", Storm water Monitoring Requirements: Lawson Hills and The Villages MPDs (pg. 1):

Background: Total phosphorus (TP) concentrations in Lake Sawyer are limited to 16 µg/L as a steady state in-lake mean total P concentration (total external and internal P load following WTP diversion) during any time of the year¹. This concentration is a predicted value based on hypothetical exclusion of the WTP that was present during the time of the TMDL Model development. Further, the TP limit of 16 µg/L was selected, using a probability function, in order to minimize the chance (<5%) for a lake shift to a eutrophic state. Contributions of TP load from additional development in any of the 3 Sub-basins (e.g., Lake Sawyer surrounding area, Ravensdale Creek, and Rock Creek) have been limited and cannot result in increasing TP concentrations beyond the Load Allocation (LA). A 50 percent TP removal goal from the influent pollutant is the basic treatment performance goal identified by Ecology's 2005 *Stormwater Management Manual for Western Washington*. The target concentrations for TP in each of these sub-watersheds is well below the load allocation predicted by the TMDL model. Influent concentrations are based on published values for phosphorus leaching from Puget Sound land use types identified in the Lake Sawyer Basin. Estimates for influent total phosphorus were consistent with land use contributions reported in the Ecology (2009) Water Quality Implementation Plan and the EIS for the MPDs (Kindig 2008). Ecology's 2009 Water Quality Implementation Plan ~~states~~ provides that, for the City of Black Diamond, compliance with the applicable stormwater permit, which requires compliance with the 2005 *Stormwater Management Manual for Western Washington*, constitutes compliance with the TMDL. Triad Associates has estimated that to achieve the 50 percent TP removal goal, TP concentrations from the stormwater BMPs may not exceed 0.048 mg/L² from the Lawson Hills development and 0.055 mg/L² from The Villages development. This monitoring plan is consistent with and includes all of the elements identified in the MPD Approval Conditions as Ex. NR-TV-7, except that it adds additional explanation and water quality parameters to the monitoring program.

d. Exhibit "Q", Maple Valley Transportation Mitigation Agreement (pgs. 29-31):

In the copies of the Maple Valley Transportation Mitigation Agreement, Exhibit "Q" of The Villages and Lawson Hills Development Agreements dated June 2011, that were submitted to the Black Diamond Hearing Examiner the signature and notary blocks failed to clearly show the handwritten signatures.

Attached to this Errata are updated signature and notary pages for Exhibit "Q" from the recorded copy of the Maple Valley Transportation Mitigation Agreement at AFN 20110422000249 off of the King County Recorder's Office website correctly showing the executed signature and notary blocks.

Lawson Hills MPD Development Agreement

a. Section 7.4.3, First Paragraph (pg. 53):

7.4.3 Stormwater Management Goals

The Master Developer shall comply with the stormwater management ~~goals~~ provisions provided below. In the event of a conflict between these ~~goals~~ provisions and the Stormwater Management Design Standards set forth in Section 7.4.4 of this Agreement, the Stormwater Management Design Standards shall prevail.

...

b. Exhibit "0", Storm water Monitoring Requirements: Lawson Hills and The Villages MPDs (pg. 1):

Background: Total phosphorus (TP) concentrations in Lake Sawyer are limited to 16 µg/L as a steady state in-lake mean total P concentration (total external and internal P load following WTP diversion) during any time of the year¹. This concentration is a predicted value based on hypothetical exclusion of the WTP that was present during the time of the TMDL Model development. Further, the TP limit of 16 µg/L was selected, using a probability function, in order to minimize the chance (<5%) for a lake shift to a eutrophic state. Contributions of TP load from additional development in any of the 3 Sub-basins (e.g., Lake Sawyer surrounding area, Ravensdale Creek, and Rock Creek) have been limited and cannot result in increasing TP concentrations beyond the Load Allocation (LA). A 50 percent TP removal goal from the influent pollutant is the basic treatment performance goal identified by Ecology's 2005 *Stormwater Management Manual for Western Washington*. The target concentrations for TP in each of these sub-watersheds is well below the load allocation predicted by the TMDL model. Influent concentrations are based on published values for phosphorus leaching from Puget Sound land use types identified in the Lake Sawyer Basin. Estimates for influent total phosphorus were consistent with land use contributions reported in the Ecology (2009) Water Quality Implementation Plan and the EIS for the MPDs (Kindig 2008). Ecology's 2009 Water Quality Implementation Plan ~~states~~ provides that, for the City of Black Diamond, compliance with the applicable stormwater permit, which requires compliance with the 2005 *Stormwater Management Manual for Western Washington*, constitutes compliance with the TMDL. Triad Associates has estimated that to achieve the 50 percent TP removal goal, TP concentrations from the stormwater BMPs may not exceed 0.048 mg/L² from the Lawson Hills development and 0.055 mg/L² from The Villages development. This monitoring plan is consistent with and includes all of the elements identified in the MPD Approval Conditions as Ex. NR-TV-7, except that it adds additional explanation and water quality parameters to the monitoring program.

c. Exhibit "Q", Maple Valley Transportation Mitigation Agreement (pgs. 29-31):

In the copies of the Maple Valley Transportation Mitigation Agreement, Exhibit "Q" of The Villages and Lawson Hills Development Agreements dated June 2011, that were submitted to the Black Diamond Hearing Examiner the signature and notary blocks failed to clearly show the handwritten signatures. Attached to this Errata are updated signature and notary pages for Exhibit "Q" from the recorded copy of the Maple Valley Transportation Mitigation Agreement at AFN 20110422000249 off of the King County Recorder's Office website correctly showing the executed signature and notary blocks.

EXHIBIT C: Property legally described in option
recorded under King County Recording No. 20061012001735.

IN WITNESS WHEREOF, the parties have executed this
Mitigation Agreement on the date first set forth above.

BD Lawson Partners, LP,
a Washington limited partnership

By: YARROW BAY
DEVELOPMENT, LLC, its
general partner

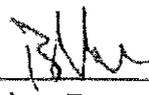
By: BRNW, Inc., its Member

By: 
Brian Ross, President

BD Village Partners, LP,
a Washington limited partnership

By: YARROW BAY
DEVELOPMENT, LLC, its
general partner

By: BRNW, Inc., its Member

By: 
Brian Ross, President

City of Maple Valley, a
Washington municipal
Corporation

By: *David Johnston*
David Johnston, City Manager

ATTEST:

Theresa Lee Bai
City Clerk

APPROVED AS TO FORM:

Christy Todd
Christy Todd, City Attorney

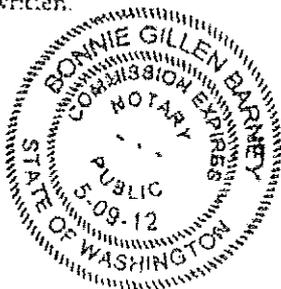
ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 8th day of October, 2010, before me personally appeared *David W. Johnston* to me know to be the City Mgr. of the City of Maple Valley, Washington, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/~~she~~ was authorized to execute said instrument and that the seal affixed thereto (if any) is the seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



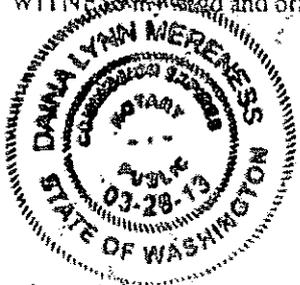
Bonnie Gillen Barney
Print name: Bonnie Gillen Barney
NOTARY PUBLIC in and for the St. of WA
Residing at Kent
Commission expires 05/09/2012

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 7th day of October, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brian Ross, known to me to be the President of BRNW, Inc., a Member of Yarrow Bay Development, LLC, the general partner of BD Village Partners, L.P., a Washington limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



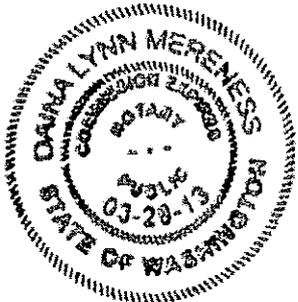
Dana Lynn Mereness
Signature
Dana Lynn Mereness
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds
My commission expires 3/28/13

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 7th day of October, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brian Ross, known to me to be the President of BRNW, Inc., a Member of Yarrow Bay Development, LLC, the general partner of BD Lawson Partners, L.P., a Washington limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Dana Lynn Mereness
Signature
Dana Lynn Mereness
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds
My commission expires 3/28/13

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "A"**The Villages Development Agreement**

4.4.6 MPD Site Plan amendments to Open Space areas as shown on Exhibit "AU" shall be allowed with a Minor Amendment to the MPD Permit Approval provided all of the criteria outlined in BDMC 18.98.100(A)-(H) for a minor amendment are met. ~~Such amendments~~ which may only be processed concurrently with the submittal to the City of an Implementing Project application; ~~and~~ shall not modify the overall Open Space requirement set forth in Section 9.1; ~~Such amendments~~ are exempt from the annual docketing requirement set forth in Section 4.4 above; and may include converting entire Development Parcels to Open Space.

Lawson Hills Development Agreement

4.4.4 MPD Site Plan amendments to Open Space areas as shown on Exhibit "AU" shall be allowed with a Minor Amendment to the MPD Permit Approval provided all of the criteria outlined in BDMC 18.98.100(A)-(H) for a minor amendment are met. ~~Such amendments~~ which may only be processed concurrently with the submittal to the City of an Implementing Project application; ~~and~~ shall not modify the overall Open Space requirement set forth in Section 9.1; ~~Such amendments~~ are exempt from the annual docketing requirement set forth in Section 4.4 above; and may include converting entire Development Parcels to Open Space.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "B"**The Villages Development Agreement**

4.4.8 Although the Design Concept and Land Use Plan shown in Exhibit "L" was not a specifically surveyed map, approximate acreages were assigned to each Development Parcel to aid in understanding the Design Concept and Land Use Plan. The stated acreage of any Development Parcel may be increased or decreased up to five percent (5%) concurrent with the City's processing of an Implementing Project application without an amendment to the MPD Permit Approval or this Agreement. The stated acreage of any Development Parcel may be increased or decreased five-to-ten percent (5-10%) concurrent with the City's processing of an Implementing Project application with a Minor Amendment to the MPD Permit Approval. Typical reasons for altering the acreage of a Development Parcel include but are not limited to accommodating on the ground surveying, accommodating detailed engineering designs for necessary infrastructure, improving the location and/or access to a Park or active Open Space area, enhancing protections for a sensitive Open Space area, and providing better clustering, buffers, or trail connections between neighborhoods. The acreage of a Development Parcel may not be increased or decreased without a Major Amendment to the MPD Permit Approval if doing so alters the maximum total residential units and square footage of commercial space, or target densities for the Project Site as a whole, as were approved in Condition of Approval No. 128.

Lawson Hills Development Agreement

4.4.6 Although the Design Concept and Land Use Plan shown in Exhibit "L" was not a specifically surveyed map, approximate acreages were assigned to each Development Parcel to aid in understanding the Design Concept and Land Use Plan. The stated acreage of any Development Parcel may be increased or decreased five percent (5%) concurrent with the City's processing of an Implementing Project application without an amendment to the MPD Permit Approval or this Agreement. The stated acreage of any Development Parcel may be increased or decreased five-to-ten percent (5-10%) concurrent with the City's processing of an Implementing Project application with a Minor Amendment to the MPD Permit Approval. Typical reasons for altering the acreage of a Development Parcel include but are not limited to accommodating on the ground surveying, accommodating detailed engineering designs for necessary infrastructure, improving the location and/or access to a Park or active Open Space area, enhancing protections for a sensitive Open Space area, and providing better clustering, buffers, or trail connections between neighborhoods. The acreage of a Development Parcel may not be increased or decreased without a Major Amendment to the MPD Permit Approval if doing so alters the maximum total residential units and square footage of commercial space, or target densities for the Project Site as a whole, as were approved in Condition of Approval No. 132.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "C"**The Villages Development Agreement****4.7.3 Accessory Dwelling Units (ADUs)**

The Villages MPD is limited to three hundred (300) Accessory Dwelling Units (ADUs) on the Project Site. The Master Developer is the only party that may submit ADUs applications for the Project Site unless the Master Developer assigns or transfers this right (or a portion thereof) to a third party. The City shall not accept an ADU application for the Project Site from a third party unless such application is accompanied by written approval from the Master Developer. Accessory Dwelling Unit applications must also be reviewed and approved by the DRC prior to submittal to the City for approval. The first one hundred sixty (160) ADUs constructed within the Project Site shall not count towards the total number of Dwelling Units allowed on the Project Site as set forth in Section 4.2 of this Agreement. Each ADU constructed after this 160 ADU threshold is reached shall be counted as one-third (1/3) of a Dwelling Unit for purposes of the City's tracking towards the total number of Dwelling Units allowed on the Project Site as set forth in Section 4.2 of this Agreement. So long as this 160 ADU threshold (i.e., to count ADUs toward the total number of Dwelling Units) is effective, it is anticipated that the Master Developer will not grant approval for any more than 160 ADU applications. The 3:1 ADU ratio established in this subsection is inapplicable to the Maple Valley Transportation Mitigation Agreement (Exhibit "O").

Lawson Hills Development Agreement**4.7.3 Accessory Dwelling Units (ADUs)**

The Lawson Hills MPD is limited to one hundred fifty (150) Accessory Dwelling Units (ADUs) on the Project Site. The Master Developer is the only party that may submit ADUs applications for the Project Site unless the Master Developer assigns or transfers this right (or a portion thereof) to a third party. The City shall not accept an ADU application for the Project Site from a third party unless such application is accompanied by written approval from the Master Developer. Accessory Dwelling Unit applications must also be reviewed and approved by the DRC prior to submittal to the City for approval. The first forty (40) ADUs constructed within the Project Site shall not count towards the total number of Dwelling Units allowed on the Project Site as set forth in Section 4.2 of this Agreement. Each ADU constructed after this 40 ADU threshold is reached shall be counted as one-third (1/3) of a Dwelling Unit for purposes of the City's tracking towards the total number of Dwelling Units allowed on the Project Site as set forth in Section 4.2 of this Agreement. So long as this 40 ADU threshold (i.e., to count ADUs toward the total number of Dwelling Units) is effective, it is anticipated that the Master Developer will not grant approval for any more than 40 ADU applications. The 3:1 ADU ratio established in this subsection is inapplicable to the Maple Valley Transportation Mitigation Agreement (Exhibit "O").

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "D"**The Villages Development Agreement****5.4.3 Real Estate and Construction Sign Program**

The Design Review Committee will create a Construction and Real Estate Sign Program that includes standards for the size, number, location and removal of construction and real estate signs within The Villages MPD. This sign program shall at a minimum meet all requirements related to construction and real estate signs within BDMC Chapter 18.82 (Exhibit "E"), ~~including the requirement to obtain a sign permit from the City and review and approval by the Design Review Committee.~~ The Master Developer or Homeowners' Association (HOA) shall provide enforcement for the Construction and Real Estate Sign Program signage on private property. ~~The City shall enforce the standards within public right of way and may enforce the standards on private property.~~

Lawson Hills Development Agreement**5.4.3 Real Estate and Construction Sign Program**

The Design Review Committee will create a Construction and Real Estate Sign Program that includes standards for the size, number, location and removal of construction and real estate signs within The Lawson Hills MPD. This sign program shall at a minimum meet all requirements related to construction and real estate signs within BDMC Chapter 18.82 (Exhibit "E"), ~~including the requirement to obtain a sign permit from the City and review and approval by the Design Review Committee.~~ The Master Developer or Homeowners' Association (HOA) shall provide enforcement for the Construction and Real Estate Sign Program signage on private property. ~~The City shall enforce the standards within public right of way and may enforce the standards on private property.~~

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "E"**The Villages Development Agreement****7.2 WATER SYSTEM STANDARDS**

This Agreement shall not apply within the Covington Water District to the extent that this Section unlawfully conflicts with the authority of the Covington Water District.

...

New Section 7.2.7

This Agreement governs MPD Development and, as such, nothing in this Agreement shall have any effect on, nor constitute legal support for, any right of either the Covington Water District to provide water service to that portion of the MPD Development lying within Covington Water District's water service area boundaries as shown in the South King County Coordinated Water System Plan (SKCCWSP), or the City of Black Diamond to provide water service to that same area as shown in the City's Water System Plan.

All MPD Development that is located within Covington Water District's water service area boundaries and that is ultimately connected to and physically served by Covington Water District facilities shall comply with the District's adopted standards, procedures and system extension requirements for water service and connection to District facilities.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "G"

The Villages Development Agreement

7.2.5 Water Conservation and Monitoring Plan

The Villages MPD's Water Conservation Plan at Chapter 8 of the MPD Permit Application was approved in the MPD Permit Approval. Pursuant to Condition of Approval No. 53 of the MPD Permit Approval, this Section restates the Water Conservation Plan approved in the MPD Permit Approval Conditions for The Villages. The intent of this plan is to create a 10% reduction in water consumption compared to the current existing average use per ERU use standard of ~~230~~187 gallons per day (GPD). If the 10% savings target is not achieved, then resulting constraints on water supply allocated to The Villages MPD may limit ultimate build-out of the MPD.

In order to ensure the water conservation techniques proposed for The Villages MPD will in fact obtain a 10% reduction, a monitoring plan will be implemented by the Master Developer. Monitoring residential water use can only be attained through direct meter reading of individual homes. Pursuant to Condition of Approval No. 54 of the MPD Permit Approval, following occupancy of the 500th Dwelling Unit, a representative block of occupied homes, representing 5% of the total (25 Dwelling Units), will be selected by the Designated Official from the different home types. Water use for those 25 Dwelling Units shall be tracked for a period of one year. If the Designated Official determines, in his reasonable discretion, that the water monitoring plan described above is not adequately tracking MPD water usage, the Designated Official may select a method for monitoring water use including review of City meter records. The resulting data will be compared to the baseline of ~~230~~187 gallons per day to determine if the 10% reduction is being achieved. The results of the water monitoring plan shall be completed within thirty (30) days following the conclusion of meter reading and be maintained by the Designated Official.

This same monitoring method will be repeated following the completion of future Phases. If the data results show water use of any particular Phase has not been reduced by at least ~~23~~18.7 GPD (10% below the City's current existing City average use per ERU use standard of ~~230~~187 GPD), then an updated mitigation plan reasonably acceptable to the City will be developed by the Master Developer at that time to bring the future Development within the required standard and to offset any excess water usage from prior Development that did not meet this standard.

...

Lawson Hills Development Agreement

7.2.5 Water Conservation and Monitoring Plan

The Lawson Hills MPD's Water Conservation Plan at Chapter 8 of the MPD Application was approved in the MPD Approval. Pursuant to Condition of Approval No. 55 of the MPD Permit Approval, this Section restates the Water Conservation Plan approved in the MPD Approval Permit Conditions for The Lawson Hills. The intent of this plan is to create a 10% reduction in water consumption compared to the current existing average use per ERU use standard of ~~230~~187 gallons per day (GPD). If the 10% savings target is not achieved, then resulting constraints on water supply allocated to The Lawson Hills MPD may limit ultimate build-out of the MPD.

In order to ensure the water conservation techniques proposed for The Lawson Hills MPD will in fact obtain a 10% reduction, a monitoring plan will be implemented by the Master Developer. Monitoring residential water use can only be attained through direct meter reading of individual homes. Pursuant to Condition of Approval No. 56 of the MPD Permit Approval, following occupancy of the 500th Dwelling Unit, a representative block of occupied homes, representing 5% of the total (25 Dwelling Units), will be selected by the Designated Official from the different home types. Water use for those 25 Dwelling Units shall be tracked for a period of one year. If the Designated Official determines, in his reasonable discretion, that the water monitoring plan described above is not adequately tracking MPD water usage, the Designated Official may select a method for monitoring water use including review of City meter records. The resulting data will be compared to the baseline of 230187 gallons per day to determine if the 10% reduction is being achieved. The results of the water monitoring plan shall be completed within thirty (30) days following the conclusion of meter reading and be maintained by the Designated Official.

This same monitoring method will be repeated following the completion of future Phases. If the data results show water use of any particular Phase has not been reduced by at least 2318.7 GPD (10% below the City's current existing City average use per ERU use standard of 230187 GPD), then an updated mitigation plan reasonable acceptable to the City will be developed by the Master Developer at that time to bring the future Development within the required standard and to offset any excess water usage from prior Development that did not meet this standard.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "I"**The Villages Development Agreement****7.4.5 Stormwater Monitoring and Phosphorus Load Calculation**

The Master Developer shall monitor stormwater for the following parameters: Total Phosphorus (Tp), Temperature, pH, Turbidity, Conductivity, and Dissolved Oxygen (DO). Monitoring of a specific stormwater facility shall continue for five (5) years following the completion of development that discharges into that facility. Completion shall be defined as the date the City's maintenance bond (which follows the time period of the City's performance bond), as required by BDMC 14.04.360 and the Black Diamond Engineering Design and Construction Standards (Exhibit "E") Section 1.5, is released or expires for a given facility. A tabular list of stormwater monitoring requirements is included at Exhibit "O". The monitoring parameters include annual volumes of total phosphorus (Tp) from The Villages MPD that will comply with the TMDL established by the State Department of Ecology for Lake Sawyer. If monitoring indicates that the MPD site is discharging more Tp than indicated, the Master Developer shall modify existing practices or facilities (source control) within thirty (30) days of obtaining a substandard sampling measure. If annual monitoring data shows Tp levels are exceeding pre-development background levels the Master Developer shall; modify the design of existing and any proposed new stormwater treatment facilities, and/or implement a project within the Lake Sawyer basin that individually or collectively provide an offsetting reduction in Tp. The selected compensating measures shall be implemented within six (6) months, subject to City approval. Pursuant to Condition of Approval No. 79 of the MPD Permit Approval, Exhibit "O" also contains a memorandum describing how the Master Developer will meet the Stormwater Management Goal provision set in Section 7.4.3(A).

Lawson Hills Development Agreement**7.4.5 Stormwater Monitoring and Phosphorus Load Calculation**

The Master Developer shall monitor stormwater for the following parameters: Total Phosphorus (Tp), Temperature, pH, Turbidity, Conductivity, and Dissolved Oxygen (DO). Monitoring of a specific stormwater facility shall continue for five (5) years following the completion of development that discharges into that facility. Completion shall be defined as the date the City's maintenance bond (which follows the time period of the City's performance bond), as required by BDMC 14.04.360 and the Black Diamond Engineering Design and Construction Standards (Exhibit "E") Section 1.5, is released or expires for a given facility. A tabular list of stormwater monitoring requirements is included at Exhibit "O". The monitoring parameters include annual volumes of total phosphorus (Tp) from the Lawson Hills MPD that will comply with the TMDL established by the State Department of Ecology for Lake Sawyer. If monitoring indicates that the MPD site is discharging more Tp than indicated, the Master Developer shall modify existing practices or facilities (source control) within thirty (30) days of obtaining a substandard sampling measure. If annual monitoring data shows Tp levels are exceeding pre-development background levels the Master Developer shall; modify the design of existing and any proposed new stormwater treatment facilities, and/or implement a project within the Lake Sawyer basin that individually or collectively provide an offsetting reduction in Tp. The selected compensating measures shall be implemented within 6 months, subject to City approval. Pursuant to Condition of Approval No. 82 of the MPD Permit Approval, Exhibit "O" also contains a memorandum

describing how the Master Developer will meet the Stormwater Management ~~Goal~~provision set in Section 7.4.3(A).

IMPLEMENTING EXHIBIT

(Updated Exhibit "O" for The Villages and Lawson Hills Development Agreements provided in Exhibit C-7 and herein)

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "J"

IMPLEMENTING MAPS/DIAGRAMS

(Updated Exhibit "G" provided in Exhibit C-7 for The Villages and Lawson Hills Development Agreements and new map showing FWHCAs defined in the SAO along with the King County Wildlife Habitat Network)

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "K"**The Village Development Agreement****8.1 SENSITIVE AREAS ORDINANCE APPLICABILITY**

All Development within The Villages MPD shall be subject to the standards, requirements and processes of the Sensitive Area Ordinance. ~~The sensitive areas jurisdictional boundary determinations and sensitive area reports have been completed and verified for the Project Site and are depicted on the Constraint Maps attached hereto as Exhibit "G". Consistent with the Sensitive Areas Ordinance, any Implementing Project that does not propose any changes or alterations to sensitive areas or their buffers as shown in the reports described in Subsection 8.2 has met the jurisdictional determination requirement of BDMC 19.10.120(C) Sensitive Area Jurisdiction Decision, such that no additional reports under BDMC 19.10.130, BDMC 19.10.337, BDMC 19.10.435, and BDMC 19.10.445 (Exhibit "E") need to be submitted with the Implementing Project application. Buffers for the sensitive areas, as well as categories for the wetlands and classification of fish and wildlife habitat conservation areas, mapped on Exhibit "G" will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").~~

8.2 SENSITIVE AREAS DETERMINATIONS

Consistent with the Sensitive Areas Ordinance, at the time of construction, sensitive areas and their established buffers shall be clearly identified and marked in the field by GPS coordinates or GPS mapping where feasible.

8.2.1 Wetland Determinations and Boundary Delineations Final

~~The presence and absence of wetlands, wetland typing, and delineations, consistent with the Sensitive Areas Ordinance, are shown on the Constraint Maps attached hereto as Exhibit "G". The wetland typing shown on the Constraints Maps is for planning purposes only and is not yet final. The wetland delineations and types outlined in the Constraints Map as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 155 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped and described boundary shall prevail. Buffers and categories for the wetlands mapped on Exhibit "G" will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").~~

8.2.2 Fish and Wildlife Habitat Conservation Areas Final

~~The presence and typing of Fish and Wildlife Conservation Areas within the onsite wetland areas of The Villages MPD are shown on the Constraints Map. These Fish and Wildlife Habitat Conservation Areas, types and buffers as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 155 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger, than what was mapped, the mapped boundary shall prevail. Classifications for fish and wildlife conservation areas in the Project Site will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").~~

8.2.3 Mine Hazard Areas

Mine hazard areas for The Villages MPD were evaluated in the EIS's Appendix D and are shown on the Constraints Maps. These mine hazard areas for The Villages MPD as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 155 of the MPD Permit Approval, if during construction is it discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail.

8.2.4 Seismic Hazard Areas

Seismic hazard areas for The Villages MPD were evaluated in the EIS's Appendix D and are shown on the Constraints Map. The seismic hazard areas for The Villages MPD as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 155 of the MPD Permit Approval, if during construction is it discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail.

8.2.5 Steep Slopes

Steep slope areas for The Villages MPD are shown on the Constraints Map. The steep slope areas for The Villages MPD are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 155 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail. Buffers for steep slopes in the Project Site will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").

8.2.6 Wildlife Corridor

Pursuant to Condition of Approval No. 125 of the MPD Permit Approval and page 6-11 of the Villages Final Environmental Impact Statement dated December 2009, the Master Developer shall provide a 300-foot wide wildlife corridor from the western edge of the Core Complex to the City's western boundary. This required wildlife corridor is shown on the Constraints Map and is deemed final and complete through the term of this Agreement.

Lawson Hills Development Agreement

8.1 SENSITIVE AREAS ORDINANCE APPLICABILITY

All Development within The Lawson Hills MPD shall be subject to the standards, requirements and processes of the Sensitive Area Ordinance. The sensitive areas jurisdictional boundary determinations and sensitive area reports have been completed and verified for the Project Site and are depicted on the Constraint Maps attached hereto as Exhibit "G". Consistent with the Sensitive Areas Ordinance, any Implementing Project that does not propose any changes or alterations to sensitive areas or their buffers as shown in the reports described in Subsection 8.2 has met the jurisdictional determination requirement of BDMC 19.10.120(C) Sensitive Area Jurisdiction Decision, such that no additional reports under BDMC 19.10.130, BDMC 19.10.337, BDMC 19.10.435, and BDMC 19.10.445 (Exhibit "E") need to be submitted with the Implementing Project application. Buffers for the sensitive areas, as well as categories for the wetlands and classification of fish and wildlife habitat conservation areas,

mapped on Exhibit "G" will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").

8.2 SENSITIVE AREAS DETERMINATIONS

Consistent with the Sensitive Areas Ordinance, at the time of construction, sensitive areas and their established buffers shall be clearly identified and marked in the field by GPS coordinates or GPS mapping where feasible.

8.2.1 Wetland Determinations and Boundary Delineations Final

~~The presence and absence of wetlands, wetland typing, and delineations, consistent with the Sensitive Areas Ordinance, are shown on the Constraint Maps attached hereto as Exhibit "G".~~ The wetland typing shown on the Constraints Maps is for planning purposes only and is not yet final. The wetland delineations ~~and types~~ outlined in the Constraints Map as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement, except for Wetland K. Pursuant to Condition of Approval No. 159 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail. Buffers and categories for the wetlands mapped on Exhibit "G" will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E"). Wetland K boundaries are subject to additional reporting that must be completed by the Master Developer and reviewed and approved by the City prior to any proposed Implementing Project in the vicinity of or including Wetland K and its boundaries.

~~An Off-site wetland adjoining the North Triangle has have not been fully delineated; additional A delineation may be needed pursuant to the City's Sensitive Areas Ordinance, and addition of the location of that wetland and buffer on the Constraint Maps (Exhibit "G") shall be conducted at the time an Implementing Project is proposed on the North Triangle, and the Constraint Maps shall be updated prior to issuance of the Implementing Approval for the first Implementing Project application on the North Triangle.~~

8.2.2 Fish and Wildlife Habitat Conservation Areas Final

~~The presence and typing of Fish and Wildlife Conservation Areas within the onsite wetland areas of The Lawson Hills MPD are shown on the Constraints Map as surveyed on 7/27/09. These Fish and Wildlife Habitat Conservation Areas, types and buffers are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 159 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail.~~ Classifications for fish and wildlife conservation areas in the Project Site will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").

8.2.3 Mine Hazard Areas

[see language under Recommended Implementing Condition L below]

8.2.4 Seismic Hazard Areas

Seismic hazard areas for The Lawson Hills MPD were evaluated in the EIS's Appendix D and are shown on the Constraints Map. The seismic hazard areas for The Lawson Hills MPD as surveyed on 7/27/09 are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 159 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail.

8.2.5 Steep Slopes

Steep slope areas for the Lawson Hills MPD are shown on the Constraints Map. The steep slope areas for the Lawson Hills MPD are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 159 of the MPD Permit Approval, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail. Buffers for steep slopes in the Project Site will be determined and approved by the City on an Implementing Project by Implementing Project basis consistent with the regulations set forth in the City's SAO (Exhibit "E").

IMPLEMENTING MAPS

(See Updated Exhibit "G" for The Villages and Lawson Hills Development Agreements provided in Exhibit C-7)

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "L"

Lawson Hills Development Agreement

8.2.3 Mine Hazard Areas

Mine hazard areas for The Lawson Hills MPD were evaluated in the EIS's Appendix D and are shown on the Constraints Maps. ~~These~~ Subject to the exceptions described below, the mine hazard areas for The Lawson Hills MPD as surveyed on 7/27/09, including the High Mine Hazard area buffer which the Master Developer mapped to protect even though such a buffer is not required in the City's Sensitive Areas Ordinance, BDMC 19.10 (Exhibit "E"), are deemed final and complete through the term of this Agreement. Pursuant to Condition of Approval No. 159 of the MPD Permit Approval, except as provided below, if during construction it is discovered that the actual boundary is smaller or larger than what was mapped, the mapped boundary shall prevail.

As of the time of execution of this Agreement, the mine hazard area boundaries for the following areas have been generally agreed to by the Designated Official, but additional subsurface exploration and analysis is necessary in order to further evaluate: (1) the location and extent of the Macks Mine hazard area near the northern end of the Project Site; (2) the mine hazard boundary for the McKay Section 12 Surface Mine and older underground mines beneath it; and (3) the width of the Moderate Mine Hazard zone above the Lawson Mine. Additional work to identify the Macks Mine hazard zone, the McKay Section 12 area, and the width of the Moderate Mine Hazard area for the Lawson Mine was described in the MPD materials as to be conducted pursuant to the standards set in the City's Sensitive Areas Ordinance, BDMC 19.10 (Exhibit "E"). That work will be conducted together with Implementing Project applications involving Development in or near these locations, and will define the nature and extent of those mine hazard areas. Once the boundaries of (1) the location and extent of the Macks Mine hazard zones near the northern end of the Project Site; (2) the location of the hazard zone for the McKay Section 12 Surface Mine and older underground mines beneath it; and (3) the width of the Moderate Mine Hazard above the Lawson Mine have been agreed to, these boundaries shall also be fixed.

Finally, based on the level of surface exploration, historical document review, and mine exploration work conducted at the Project Site, it is unlikely that any new mine hazard areas will be discovered outside those areas mapped and referenced in this section. However, in the event that a new or higher classification of mine hazard area is discovered during the term of this Agreement, that area will be assessed and protected pursuant to the City's Sensitive Areas Ordinance, BDMC 19.10 (Exhibit "E") and no Implementing Project within such affected area will be approved until agreement between the City and Master Developer is reached on the boundaries of the new or higher classification of mine hazard area.

Any additional work provided with Implementing Project applications shall be reviewed by an independent qualified third party reviewer as part of the MDRT review process described in Exhibit "N", at the Implementing Project applicant's expense, to perform peer review of mine hazard reports.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "M"**Lawson Hills Development Agreement****9.1 OVERALL OPEN SPACE REQUIREMENT**

Pursuant to BDMC 18.98.140 (Exhibit "E") and the MPD Permit Approval, The Lawson Hills MPD is required to provide at least 134 acres of open space in addition to preservation of a view corridor on the North Triangle. The 50 acre East Annexation Area and the North Triangle are subject to the BDUGAA and the Black Diamond Open Space Agreement. The open space requirement for the MPD under these agreements is the dedication of the 50-acre In-City Forest land to the City and preservation of a view corridor on the North Triangle. The Master Developer shall provide the additional, approximately 134 acres of Open Space for those properties not subject to the BDUGAA within the MPD Project Site. Approximately 124.7 acres of Open Space meeting these requirements is shown on the MPD Site Plan (Exhibit "A"). Pursuant to Condition of Approval No. 145 of the MPD Permit Approval, an additional 14.8 acres of Open Space shall be provided. (Development Parcels L1 and L2 have been designated as Open Space, resulting in 5.5 acres of additional Open Space; accordingly, 9.3 acres is the required additional Open Space). Each Implementing Project on the Lawson Hills Main Property shall account for how much Open Space has been provided throughout the MPD, how much Open Space is being proposed within the Implementing Project, and how much remaining Open Space is required to be provided. When the final Implementing Project is proposed, all remaining Open Space shall be provided prior to approval of the final Implementing Project. The City may, however, require an earlier Implementing Project to accommodate the required additional Open Space if there is a potential that property suited for Open Space will not be available in later Implementing Projects.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "N"**The Villages Development Agreement****9.9.1 Environmentally Sensitive Areas and Buffers**

Pursuant to Condition of Approval No. 153 of the MPD Permit Approval, ownership and maintenance of sensitive areas and buffers shall be consistent with the requirements of the Sensitive Area Ordinance, which allows sensitive area tracts to be held in undivided ownership by all lots within The Villages MPD, dedicated to the City or other governmental entity, protected with conservation easements or conveyed to a non-profit land trust. If the Master Developer elects not to dedicate an Open Space to the City, a permanent public access easement or other means of access shall be provided to the Open Space as part of the Implementing Project. To assure that the sensitive areas and buffers are properly assigned for purposes of ownership and maintenance, any Implementing Project that includes within its boundaries or abuts at least 25% of the border of a sensitive area buffer shall include that entire sensitive area and buffer within its boundaries, so that ownership and maintenance will be determined by the Designated Official as part of the Implementing Approval.

Lawson Hills Development Agreement**9.9.1 Environmentally Sensitive Areas and Buffers**

Pursuant to Condition of Approval No. 157 of the MPD Permit Approval, ownership and maintenance of sensitive areas and buffers shall be consistent with the requirements of the Sensitive Area Ordinance, which allows sensitive area tracts to be held in undivided ownership by all lots within The Lawson Hills MPD, dedicated to the City or other governmental entity, protected with conservation easements or conveyed to a non-profit land trust. If the Master Developer elects not to dedicate an Open Space to the City, a permanent public access easement or other means of access shall be provided to the Open Space as part of the Implementing Project. To assure that the sensitive areas and buffers are properly assigned for purposes of ownership and maintenance, any Implementing Project that includes within its boundaries or abuts at least 25% of the border of a sensitive area buffer shall include that entire sensitive area and buffer within its boundaries, so that ownership and maintenance will be determined by the Designated Official as part of the Implementing Approval.

The Villages Development Agreement**9.2 PARK AND OPEN SPACE PLAN**

The approximate location and type of Parks to be provided by the Master Developer are shown on the Park and Trail Plan (Figure 9.2) above. The Master Developer shall design and construct the Parks shown on the Parks and Trail Plan (Figure 9.2). The actual location and boundaries of Parks may vary (provided that the minimum Open Space requirement is met) and will be defined through Implementing Approvals and Projects (for example, adjacent subdivision or site plan). Parks within each Phase of The Villages MPD shall be constructed or bonded prior to occupancy, final site plan or final plat approval of any portion of the Phase, whichever occurs first, to the extent necessary to meet park level of service standards for the Implementing Approval or Project. In the event a bond is in place, construction of all Parks within Phase 3 will be triggered when Certificates of Occupancy or final inspection have been issued for 40% of the Dwelling Units on lots located within ¼ mile of a given

Park located in Phase 3. Parks must be completed when Certificates of Occupancy or final inspection has been issued for 60% of the Dwellings Units located within ¼ mile of a given Park in any Phase. Recreation facilities shall be constructed as required by Table 9-5. The Master Developer may elect to build Parks in advance of the triggers set forth in this subsection. To assure that the Parks are properly assigned for purposes of ownership and maintenance, any Implementing Project that includes within its boundaries or abuts at least 25% of the border of a Park shall include that entire Park within its boundaries, so that ownership and maintenance will be determined by the Designated Official as part of the Implementing Approval.

Lawson Hills Development Agreement

9.2 PARK AND OPEN SPACE PLAN

The approximate location and type of Parks to be provided by the Master Developer are shown on the Parks and Trail Plan (Figure 9.2) below. The Master Developer shall design and construct the Parks shown on the Parks and Trail Plan. The actual location and boundaries of Parks may vary (provided that the minimum Open Space requirement is met) and will be defined through Implementing Projects (for example, adjacent subdivision or site plan). Parks within each Phase of The Lawson Hills MPD shall be constructed or bonded prior to occupancy, final site plan or final plat approval of any portion of the Phase, whichever occurs first, to the extent necessary to meet park level of service standards for the Implementing Approval or Project. In the event a bond is in place, construction of all Parks within Phase 3 will be triggered when Certificates of Occupancy or final inspection have been issued for 40% of the Dwellings Units on lots located within ¼ mile of a given Park in Phase 3. Parks must be completed when Certificates of Occupancy or final inspection has been issued for 60% of the Dwellings Units located within ¼ mile of a given Park in any Phase. Recreation facilities will be constructed as per Table 9.5.5. The Master Developer may elect to build Parks in advance of the triggers set forth in this subsection. To assure that the Parks are properly assigned for purposes of ownership and maintenance, any Implementing Project that includes within its boundaries or abuts at least 25% of the border of a Park shall include that entire Park within its boundaries, so that ownership and maintenance will be determined by the Designated Official as part of the Implementing Approval.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "O"

The Villages Development Agreement

9.5 RECREATION AND USEABLE OPEN SPACE STANDARDS

All Implementing Projects must comply with the City's Parks, Recreation and Open Space Plan dated December 18, 2008 (Exhibit "E") as well as the standards and guidelines imposed in this Agreement.

Lawson Hills Development Agreement

9.5 RECREATION AND USEABLE OPEN SPACE STANDARDS

All Implementing Projects must comply with the City's Parks, Recreation and Open Space Plan dated December 18, 2008 (Exhibit "E") as well as the standards and guidelines imposed in this Agreement.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "P"**The Villages Development Agreement****13.3 SCHOOLS**

Pursuant to Condition of Approval No. 98 of the MPD Permit Approval, school mitigation is accomplished through the Comprehensive School Mitigation Agreement, dated January 24, 2011, between the City of Black Diamond, the Enumclaw School District and the Master Developer, and approved by Black Diamond Resolution No. 11-727 ("School Agreement").

Amendments to the Comprehensive School Mitigation Agreement shall be processed as Minor Amendments to this Agreement pursuant to Section 10.4.2; provided, such amendments are: (i) executed by the City, the Enumclaw School District, BD Lawson Partners, L.P., and the Master Developer, and (ii) otherwise satisfies Condition of Approval No. 98 of the MPD Permit Approval.

Per the terms of the School Agreement, a portion of Parcel C (as described in Exhibit "B") may be developed as a high school "no earlier than ten (10) years after [January 24, 2011] . . ." A portion of the 40-acre High School Site (as shown on Exhibit I of the School Agreement) is designated on the MPD Site Plan (Exhibit "U") as "Commercial/Office/Retail". The location of this High School Site may be modified consistent with the terms of the School Agreement. Pursuant to MPD Condition of Approval No. 99 of the MPD Permit Approval and subsection 4.4.7 of this Agreement, if any party submits an Implementing Project application that seeks to locate a high school as a conditional use within any lands designated on the MPD Site Plan (Exhibit "U") for commercial/office/retail use, then the application for the Minor Amendment to MPD Permit Approval shall also include an updated fiscal analysis prepared by the Master Developer pursuant to Section 13.6 of this Agreement.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "Q"

The Villages Development Agreement

13.6 FISCAL IMPACTS ANALYSIS

The terms and process for performing the fiscal analysis and evaluating fiscal impacts outlined in the MPD and this Agreement are as follows:

Concurrent with submittal of the first Implementing Project within a Phase, the Master Developer shall submit for the Designated Official's review and approval a fiscal analysis for the entire Phase. The Designated Official shall, with the assistance of such professional fiscal analysis consultant(s) selected by the Designated Official in his/her sole reasonable discretion pursuant to Exhibit N, review and approve each fiscal analysis submitted by the Master Developer for consistency withThe fiscal analysis shall be based on the following methodologies and assumptions.

...

- i. Revenues and expenses for general fund departments that are determined to be one time in nature will not be included in the fiscal analysis. These may include the costs of planning, inspection and permit activities along with planning, inspection, permitting and development impact fees. Provided, however, if the building division is removed from the MDRT pursuant to the terms of the Funding Agreement, only then would the revenues and expenses of the building division be included in the fiscal analysis.
 - j. Each updated fiscal analysis shall confirm that revenue from The Villages MPD is sufficient to maintain levels of service for police and fire services as such levels of service are adopted in the Comprehensive Plan (Exhibit "E").
2. Operating revenues will be calculated for the following sources using the methods described for each source of revenue.

...

Lawson Hills Development Agreement

13.6 FISCAL IMPACTS ANALYSIS

The terms and process for performing the fiscal analysis and evaluating fiscal impacts outlined in the MPD and this Agreement are as follows:

Concurrent with submittal of the first implementing project within a phase, the master developer shall submit for the designated official's review and approval a fiscal analysis for the entire phase. The designated official shall, with the assistance of such professional fiscal analysis consultant(s) selected by the designated official in his/her sole reasonable discretion pursuant to exhibit n, review and approve each fiscal analysis submitted by the master developer for consistency withthe fiscal analysis shall be based on the following methodologies and assumptions.

...

- i. Revenues and expenses for general fund departments that are determined to be one time in nature will not be included in the fiscal analysis. These may include the costs of planning, inspection and permit activities along with planning, inspection, permitting and development impact fees. Provided, however, if the building division is removed from the MDRT pursuant to the terms of the Funding Agreement, only then would the revenues and expenses of the building division be included in the fiscal analysis.
 - j. Each updated fiscal analysis shall confirm that revenue from the Lawson Hills MPD is sufficient to maintain levels of service for police and fire services as such levels of service are adopted in the Comprehensive Plan (Exhibit "E").
2. Operating revenues will be calculated for the following sources using the methods described for each source of revenue.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "R"**The Villages and Lawson Hills Development Agreements****15.1 BINDING EFFECT & VESTING**

This Agreement constitutes and shall be recorded as a covenant running with the land, benefiting and burdening the Project Site. This Agreement shall be binding upon and inure to the benefit of the Master Developer and the City and to the successors and assigns of the Master Developer and the City. All Development subject to the MPD Permit Approval shall be developed in conformance with the MPD Conditions of Approval as set forth in "Ex. C – Conditions of Approval" of Exhibit "C" attached hereto and incorporated herein by this reference.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "S"**The Villages and Lawson Hills Development Agreements**

- (1) Revise the Cover Page for Exhibit "A" as follows. Copies of the revised cover pages for The Villages and Lawson Hills Development Agreements are ~~included herein~~ provided in Exhibit C-7.

Exhibit A**Project Boundaries and MPD Site Plan**

(Removed Pursuant to Examiner's Recommended Implementing Conditions. Please see Exhibit "U").

- (2) Revise Section 14.0 Definitions as follows:
- **MPD Site Plan** – The site plan attached to this Agreement as Exhibit "AU".
- (3) All references to Exhibit "A" within this Agreement are replaced and superseded with a reference to Exhibit "U" except for the Table of Contents and Section 15.7.
- (4) Add Figure 6-4 as the last page of Section 6 showing the anticipated locations of streets that have a classification greater than neighborhood collector. Copies of new Figure 6-4 for both The Village and Lawson Hills are ~~included herein~~ provided in Exhibit C-7.
- (5) Revise Section 4.4.9 of The Villages Development and Section 4.4.7 of the Lawson Hills Development Agreement as follows:

The road way alignments shown on the MPD Site Plan (Exhibit "AU"), and as further refined in Figure 6-4, may be modified pursuant to and concurrent with an Implementing Project application (e.g., subdivision or binding site plan) without an amendment to the MPD Permit Approval or this Agreement. Such amendments are exempt from the annual docketing requirement set forth in Section 4.4. above.

**HEARING EXAMINER'S RECOMMENDED IMPLEMENTING
CONDITIONS "T" and "U"**

The Villages and Lawson Hills Development Agreements

EXHIBIT "F"

TRAFFIC MONITORING PLAN

The transportation mitigation measures imposed on The Villages MPD include projects that address the potential full transportation impacts of complete build-out of The Villages MPD together with build-out of the Lawson Hills MPD. The build-out of both MPDs will occur over a period of years and, therefore, the transportation mitigation also should be implemented over a period of years. To assure that the mitigation keeps pace with MPD Development and appropriate improvements are constructed at the appropriate time, the following monitoring and trigger protocol is established.

A. Required Timing for Modeling and Monitoring

Before submitting Implementing Project applications for each Phase of the combined MPDs, and in the middle of each Phase, the Master Developer shall model and monitor traffic to identify the expected traffic impacts of that Phase; and to determine what improvements or strategies, if any, will be necessary to comply with the City's transportation concurrency requirements as defined in the City of Black Diamond's Comprehensive Plan (2009). The middle of a Phase is defined as the point at which occupancy has been granted for the mid-point ERUs¹ for the MPDs. The modeling shall take into account the number of new homes and commercial buildings that are actually occupied and generating traffic. In the event that one MPD is not proceeding, the modeling and monitoring need only be conducted for the active MPD. In the event that there are separately controlled Master Developers for each MPD, and both are proceeding, the Master Developers shall be required to coordinate to model and monitor traffic and submit a joint report. In the event that a subsequent Phase is submitted prior to full build-out of an existing Phase, the subsequent Phase shall establish as its baseline what is constructed and occupied as of the date of submittal of the report. The subsequent Phase shall also assume buildout of the remainder of the existing Phase as part of the modeling in addition to what is being submitted in the Implementing Project application.

When the City has completed its regional transportation model, all subsequent modeling and monitoring shall be done with that regional model.

¹ ERU means an Equivalent Residential Unit, which is intended to equate all land uses to equivalent single-family dwelling units in terms of trips generated. The ITE trip generation rates designate that a single-family dwelling unit generates one trip during the PM peak hour. Therefore, if, for example, the ITE trip generation rates applied to a commercial office building result in 60 PM peak hour trips, that building would be deemed to generate 60 ERUs.

B. Report Requirements

The results of the traffic modeling and monitoring shall be presented to the City in a written report. The traffic monitoring report shall be prepared by a registered professional engineer chosen by the Master Developer and licensed to practice in the State of Washington with experience in traffic engineering and transportation planning. The written report shall document the findings including an evaluation of the existing conditions, and (including traffic counts), a forecast of future traffic volumes based on the next Phase's (or the remaining portion of the Phase's) projected level of development, and identification of expected Implementing Projects' impacts. The report shall also evaluate the phase using the City's transportation concurrency requirements (as defined in the City of Black Diamond's Comprehensive Plan (2009)) so as to identify any improvements or strategies necessary to maintain the City's then-applicable, adopted level of service (LOS) standard on transportation facilities within the City of Black Diamond.

The existing conditions section of each traffic monitoring report shall include a summary of updated peak hour turning movement counts for intersections or two-direction roadway counts for roadway segments for all of the transportation mitigation projects included in the traffic monitoring plan (refer to Section C below). Existing level of service shall also be calculated for each transportation mitigation project included in the traffic monitoring plan. Traffic counts shall be conducted on representative weekdays (Tuesday, Wednesday, or Thursday during weeks not affected by holidays, bad weather such as snow, or other days with unusually high or low traffic volumes) and when school is in session. To enable comparisons back to prior monitoring reports, traffic counts shall be conducted during the same month to the extent feasible—alternatively, seasonal adjustment factors shall be applied to counts conducted during different months.

Evaluation of potential future traffic volumes from other Black Diamond development shall not be required because the City will independently require other projects to evaluate and mitigate their own impacts. However, infill traffic growth (exempt from SEPA) and background traffic growth from outside of Black Diamond (also exempt from SEPA) shall be included in modeling.

For intersection improvements, the report shall compare the results with the LOS threshold for each existing facility to determine whether and at what time any improvement to an existing facility is required.

The report shall also evaluate the extent to which MPD traffic would cause or contribute to any level of service failure on an existing facility in Black Diamond or need for access to or circulation within the MPD. The City, in its reasonable discretion, may use the report to determine whether to request that the Master Developer modify its proposed timing for construction of any new roadway alignments or intersection improvements described in MPD Condition of Approval No. 10 of the MPD Permit Approval.

As described in Development Agreement Section 11.4.A, all documents that result from the Traffic Monitoring Plan, including traffic monitoring reports, are required to be "submitted to the Designated Official for approval." The City of Black Diamond Designated Official, with assistance from such professional transportation engineering consultants selected by the Designated Official in his/her

reasonable discretion as provided in Exhibit "N", shall be responsible for reviewing and approving each traffic monitoring report submitted by the Master Developer pursuant to the requirements of this Traffic Monitoring Plan. Moreover, the City shall not approve an Implementing Project unless the most recent traffic monitoring report prepared by the Master Developer per this Exhibit—and approved by the City—demonstrates compliance with the City's transportation concurrency requirements (as defined in the City of Black Diamond's Comprehensive Plan (2009)).

C. Transportation Projects to be Monitored and Modeled

The following projects shall be monitored and/or included in the model of the Phase's future traffic impacts: all projects listed in Table 11-35-1 of the Development Agreement, (and any modifications to that list following the periodic review process of Condition of Approval No. 17 of the MPD Permit Approval), together with existing facilities in the City of Black Diamond where the level of service impacts of the MPD may be addressed by construction of a new roadway alignment or intersection improvements inside Black Diamond as described in Condition of Approval No. 10 of the MPD Permit Approval. However, if the Master Developer has entered into a mitigation agreement with an outside jurisdiction that either sets the timing for payment towards or construction of the mitigation projects, or exempts that jurisdiction's projects from later monitoring, modeling or other review, that mitigation agreement is deemed to satisfy all mitigation and no further monitoring or modeling of facilities within that jurisdiction are required. In addition, any projects listed on Table 11-5-1 of the Development Agreement that are outside the City of Black Diamond are not subject to the transportation concurrency testing.

The monitoring plan and model need not analyze a specific improvement after that improvement has been constructed.

D. Triggers and Timing for Construction of Transportation Projects

For intersection improvements, the threshold trigger is when the intersection level of service (LOS) (as defined in the Highway Capacity Manual, TRB, 2000) for the entire PM peak hour would (1) no longer meet the City's then-applicable, adopted LOS standard (as defined in the City of Black Diamond's Comprehensive Plan, 2009, or other jurisdiction's standard applicable to the MPD Permit Approval) or (2) in the event that the LOS is already below the applicable threshold, the trigger shall be when traffic volumes from the new MPD Phase begin to increase delay at the intersection causing an additional impact .

For new roadway improvements inside Black Diamond, the MPD Phasing Plan anticipates that the transportation mitigation projects will be constructed to service the new MPD development of each Phase, including for access to and circulation within the MPD. For purposes of the modeling and monitoring plan, the threshold trigger to construct the improvement is when MPD traffic would increase delay or impact LOS at any intersection on existing roadways to a point at which the new roadway would be warranted. This trigger does not supersede other City standard requirements such as providing two points of access or the obligations for constructing the Pipeline Road.

The Master Developer shall only be required to perform an improvement if the applicable threshold is triggered.

The specific construction timing shall be set in each report, based on the results of the required monitoring and modeling. For City of Black Diamond projects, by execution of the Development Agreement, the City commits to prompt permit review, such that the Master Developer's prompt construction of transportation improvements shall commence before the impacted street or intersection falls below the applicable level of service. For projects within Black Diamond that are also within the State right-of-way, the report shall set a deadline for commencement of only engineering and design of the improvement but not a deadline for commencement of construction. For projects outside the City of Black Diamond where additional permitting from another jurisdiction is required, the report shall set the time at which the Master Developer must commence the permitting and/or engineering and design process, but shall not set a deadline for commencement of construction. Within the City of Black Diamond, if additional public right-of-way should be needed for the design of a particular improvement, the Master Developer shall first demonstrate a good faith effort to acquire the right-of-way needed. If, after making an offer equal to the fair market value, the Master Developer is unable to purchase the needed right of way, the City shall be responsible for acquiring the needed right-of-way.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "V"

Exhibit U
Updated MPD Site Plan
 (Added Pursuant to Examiner's Recommended Implementing Conditions.)

Copies of Exhibit "U" for both The Villages and Lawson Hills Development Agreements are ~~included herein as provided in Exhibit C-7.~~ Copies of the cover pages for both The Villages and Lawson Hills Development Agreements Exhibit "U" are provided herein. This new Exhibit "U" shall be added to the Table of Contents of each Development Agreement as well as incorporated into Section 15.7 as follows:

15.7 EXHIBITS

The exhibits to this Agreement are hereby incorporated herein as though fully set forth as terms of this ~~a~~Agreement. The exhibits are:

- Exhibit "A" – ~~Project Boundaries and MPD Site Plan~~ [~~Removed. Please see Exhibit "U"~~]
- Exhibit "B" – Legal Description and Parcel Map
- Exhibit "C" – MPD Permit 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" – MPD Phasing Plan
- Exhibit "L" – Excerpts from Chapter 3 of MPD Permit Application
- Exhibit "M" – Mine Hazard Release Form
- Exhibit "N" – ~~Villages~~ MPD Funding Agreement
- Exhibit "O" – Stormwater Monitoring
- Exhibit "P" – Green Valley Road Measures
- Exhibit "Q" – Maple Valley Transportation Mitigation Agreement
- Exhibit "R" – Covington Transportation Mitigation Agreement
- Exhibit "S" – Potential Expansion Areas
- Exhibit "T" – Impact Fees for Fire Protection Facilities dated 1-13-2011
- Exhibit "U" – Updated MPD Site Plan

...

IMPLEMENTING EXHIBITS

(Addition of new Exhibit "U" to The Villages and Lawson Hills Development Agreements included herein provided in Exhibit C-7)

Exhibit U

~~Project Boundaries and MPD Site Plan~~
Updated MPD Site Plan

(added pursuant to Examiner's Recommended Implementing Conditions)

Exhibit U

~~Project Boundaries and MPD Site Plan~~

Updated MPD Site Plan

(Added pursuant to Examiner's Recommended Implementing Conditions)

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "W"

The Hearing Examiner's Recommended Implementing Condition did not require any changes. Other changes discussed by Council are included later in this document.

HEARING EXAMINER'S RECOMMENDED IMPLEMENTING CONDITION "X"

IMPLEMENTING EXHIBIT

(Excerpts of revised Exhibit "O" to The Villages and Lawson Hills Development Agreements as shown in underlined and ~~strike through~~ text included herein)

OTHER

Y(1)- On page 18 of his Recommendation, the Hearing Examiner stated that "DA 11.8 should be clarified that affordable housing requirements "shall" be adopted at some point in MPD review and that these requirements may include specified affordable housing measures to apply to implementation projects."

IMPLEMENTING LANGUAGE

(Revise Section 11.8 of The Villages and Lawson Hills Development Agreements as shown in underlined and ~~strike-through~~ text)

The Villages Development Agreement**11.8 HOUSING TYPES**

Targets for housing types in each Phase of The Villages MPD are shown in Table 4-8-4. These are only targets not requirements. Pursuant to Condition of Approval No. 138 of the MPD Permit Approval, after each Phase of The Villages MPD is completed, the City shall prepare an analysis of affordable housing City-wide. For purposes of this Agreement, Dwelling Units shall be deemed "affordable housing" if the upper median income limits as determined by King County are satisfied. That analysis may be used to set specifications for affordable housing in any on-going or future Phase of The Villages MPD. Specifications for affordable housing needs within the MPD shall be determined as a result of the Phase-by-Phase analysis and may shall be applied to Implementing Projects prospectively.

Lawson Hills Development Agreement**11.8 HOUSING TYPES**

Targets for housing types in each Phase of The Lawson Hills MPD are shown in Table 4-8-1. These are only targets, not requirements. Pursuant to Condition of Approval No. 142, after each Phase of The Lawson Hills MPD is completed, the City shall prepare an analysis of affordable housing City-wide. For purposes of this Agreement, Dwelling Units shall be deemed "affordable housing" if the upper median income limits as determined by King County are satisfied. That analysis may be used to set specifications for affordable housing in any on-going or future Phase of The Lawson Hills MPD. Specifications for affordable housing needs within the MPD shall be determined as a result of the Phase-by-Phase analysis and may shall be applied to Implementing Projects prospectively.

Y(2) – In his Recommendation on page 21, the Examiner recognizes that the revisions proposed by YarrowBay to Section 4.5 in Exhibit 139 resolve some of the concerns raised during public testimony. YarrowBay's modified language in Section 4.5, as drafted in Exhibit 139, is provided below.

IMPLEMENTING LANGUAGE

(Revise Section 4.5 of The Villages and Lawson Hills Development Agreements as shown in underlined and ~~strike-through~~ text)

When an Implementing Project application for a Development Parcel along the Project Site perimeter is submitted, and the abutting property outside the MPD to such Development Parcel is already developed on that submittal date not owned by the

Master Developer, then the Development Parcel is subject to the section of the MPD Framework Design Standards and Guidelines entitled "Interface with Adjoining Development," which provides guidelines to ensure a transition between the Development within The Villages MPD that abuts Development outside the Project Site but within the City limits.

Y(3) – On page 90, the Hearing Examiner notes that "[w]hile the phasing plan appears to address utilities, transportation and parks, other required concurrency elements are missing (open space, trails and other recreational amenities) . . ." YarrowBay notes that these "missing" elements, however, are in fact addressed in Section 9 of each Development Agreement. Therefore, in order to address the Hearing Examiner's concern, YarrowBay drafted the following addition to Section 11.2 of both Development Agreements.

IMPLEMENTING LANGUAGE

(Revise Section 11.2 of The Villages and Lawson Hills Development Agreements as shown in underlined and ~~strike through~~ text)

The Villages Development Agreement

11.2 PHASING OF IMPROVEMENTS

Pursuant to Conditions of Approval Nos. 4, 63, and 163 of the MPD Permit Approval, this Section describes the phasing and timing of infrastructure within and outside of The Villages MPD. The phasing and timing of Open Space, trails, and other recreational amenities is addressed in Section 9 of this Agreement. However, as noted on p. 9-1 of the approved MPD Phasing Plan (Exhibit "K"):

...

Lawson Hills Development Agreement

11.2 PHASING OF IMPROVEMENTS

Pursuant to Conditions of Approval Nos. 4 and 162 of the MPD Permit Approval, this Section describes the phasing and timing of infrastructure within and outside of the Lawson Hills MPD. The phasing and timing of Open Space, trails, and other recreational amenities is addressed in Section 9 of this Agreement. However, as noted on p. 9-1 of the approved MPD Phasing Plan (Exhibit "K"):

...

Y(4) – At page 91 of his Recommendation, the Examiner recommended changes to the timing for Forest Practices.

IMPLEMENTING LANGUAGE

(Revise Section 13.2 of The Villages and Lawson Hills Development Agreements as shown in underlined and ~~strike through~~ text)

The Villages Development Agreement

13.2 FOREST PRACTICES

Pursuant to Conditions of Approval Nos. 87 and 121 of the MPD Permit Approval, clearing and tree removal will be necessary and may only be proposed after an application for an Implementing Project is proposed, and preferably after

Implementing Approval is issued, for a Development Parcel, or when grading is proposed on another Development Parcel in the vicinity of an Implementing Project to assure a balance of cut and fill for the proposed Implementing Project (as is required by Condition of Approval No. 110 in the MPD Permit Approval). The preference for clearing and tree removal to occur after Implementing Approval is intended to assure the minimum amount of time that a Development Parcel will be cleared prior to Implementing Project construction. However, clearing and tree removal is preferably conducted during certain times of the year (i.e., to avoid fire danger, clearing and tree removal is sometimes not desirable during hot summer months, and to avoid erosion, clearing and tree removal is not desirable during the rainiest months of the year). Accordingly, the timing for clearing and tree removal will be proposed by the Master Developer for review and approval by the Designated Official. In his or her review and approval, the Designated Official shall seek, to the extent reasonable and practical, to minimize the time period during which a Development Parcel remains cleared and undeveloped; however, such time limitations shall not be applicable in circumstances where the Master Developer logs a Development Parcel but does not clear and/or grade said parcel, due to the potential for tree removal combined with preservation of the existing vegetation to enhance wildlife foraging opportunities. All tree removal shall be done in accordance with BDMC 19.30 (Exhibit "E"). In some cases, tree removal necessitated by an Implementing Project or the need to balance cut and fill may have result in enough timber value to result in timber revenue, and in those cases a separate Forest Practices Act approval will be required. To the extent that a Development Parcel or portion thereof is logged for timber revenue, the time period for which the parcel may remain cleared and undeveloped shall be set by condition of the Implementing Project or of the Forest Practices Approval, whichever is more strict. Development Parcels being cleared or logged that are easily accessible to the public will be secured with fencing and signage.

Lawson Hills Development Agreement

13.2 FOREST PRACTICES

Pursuant to Conditions of Approval Nos. 88 and 124 of the MPD Permit Approval, clearing and tree removal will be necessary and may only be proposed after an application for an Implementing Project is proposed, and preferably after Implementing Approval is issued, for a Development Parcel, or when grading is proposed on another Development Parcel in the vicinity of an Implementing Project to assure a balance of cut and fill for the proposed Implementing Project. The preference for clearing and tree removal to occur after Implementing Approval is intended to assure the minimum amount of time that a Development Parcel will be cleared prior to Implementing Project construction. However, clearing and tree removal is preferably conducted during certain times of the year (i.e., to avoid fire danger, clearing and tree removal is sometimes not desirable during hot summer months, and to avoid erosion, clearing and tree removal is not desirable during the rainiest months of the year). Accordingly, the timing for clearing and tree removal will be proposed by the Master Developer for review and approval by the Designated Official. In his or her review and approval, the Designated Official shall seek, to the extent reasonable and practical, to minimize the time period during which a Development Parcel remains cleared and undeveloped; however, such time limitations shall not be applicable in circumstances where the Master Developer logs a Development Parcel but does not clear and/or grade said parcel, due to the potential

for tree removal combined with preservation of the existing vegetation to enhance wildlife foraging opportunities. All tree removal shall be done in accordance with BDMC 19.30 (Exhibit "E"). In some cases, tree removal necessitated by an Implementing Project or the need to balance cut and fill may result in enough timber value, and in those cases a separate Forest Practices Act approval will be required. To the extent that a Development Parcel or portion thereof is logged for timber revenue, the time period for which the parcel may remain cleared and undeveloped shall be set by condition of the Implementing Project or of the Forest Practices Approval, whichever is more strict. Development Parcels being cleared or logged that are easily accessible to the public will be secured with fencing and signage.

Y(5) – In Exhibit 139, the following revisions to Section 6.4.3 of The Villages Development Agreement (as show in the underlined text) were provided to further ensure that Pipeline Road will be constructed by the Master Developer before Level of Service on Roberts Drive is significantly adversely affected by MPD traffic (as shown in underlined and ~~strike through~~ text):

IMPLEMENTING LANGUAGE

The design of Pipeline Road is to extend from Parcel C at the intersection of the Community Connector and Lake Sawyer Rd SE, easterly towards SR-169, intersecting SR-169 in the vicinity of Black Diamond-Ravensdale Rd, or where the future improved intersection of SR-169 and Black Diamond-Ravensdale Road lies, as determined by the City. Pursuant to Condition of Approval No. 31 of the MPD Permit Approval, the preliminary design and alignment of the Pipeline Road shall be completed by the Master Developer and the right of way dedicated to the City prior to the City's approval of a building permit for the 1200th Dwelling Unit of The Villages MPD. The Pipeline Road shall be constructed by the Master Developer and open for traffic prior to the earlier of: (i) City's approval of a building permit for the 1746th Dwelling Unit of The Villages MPD; or (ii) when the Traffic Monitoring Plan (Exhibit "F") shows that construction is necessary to prevent a significantly adverse degradation of Level of Service on Roberts Drive. The Master Developer is required to monitor and, if triggered by the Traffic Monitoring Plan (Exhibit "F"), improve the following intersection improvements along Roberts Drive per Table 11-5-1: (i) Roberts Drive/Morgan Street; (ii) SR 169/Roberts Drive; and (iii) Lake Sawyer Road SE/Roberts Drive. For purposes of this Section 6.4.3, "significantly adverse degradation of Level of Service" shall mean that the Master Developer is unable to make further improvements to these three identified intersections to meet adopted LOS (as defined in the City of Black Diamond's Comprehensive Plan, 2009, or other jurisdiction's standard applicable to the MPD Permit Approval) without widening Roberts Drive to provide an additional eastbound travel lane and/or westbound travel lane.

Y(6) – As set forth in Exhibit 139, YarrowBay and City Staff agree to the following changes to Section 7.1.9 of both The Villages and Lawson Hills Development Agreements to correct certain scrivener's errors (as shown in underlined and ~~strike through~~ text).

IMPLEMENTING LANGUAGE

Pursuant to BDMC 13.04 and 13.20 (Exhibit "E"), the purpose of the City's water capital facilities charge and sewer connection and reserve capacity capital charges (the "Capital Facilities Charges") is to collect funds to assure new users pay an equitable share of the City's water and sewer facilities. The Master Developer, however, will not be using the City's existing system to serve the MPD's Implementing Projects, other than on a limited basis and will instead be constructing the water and sewer infrastructure necessary to serve the Project Site. Further, if the City were to assess Capital Facilities Charges against the Implementing Projects and then, as required by state law, provide a credit to the Master Developer for the cost of its facility infrastructure construction, the total amount of the credit due would exceed the total Capital Facilities Charges to be collected. Therefore, in consideration for the Master Developer's construction of the water and sewer infrastructure necessary to serve the Project Site, the City shall not collect Capital Facilities Charges for Implementing Project approvals sought for [The Lawson Hills MPD/The Villages MPD] provided the City Council adopts an resolution/ordinance exempting Implementing Projects from the City's Capital Facilities Charges, and the Master Developer shall not seek credit or reimbursement from the City under the Water Supply and Facilities Funding Agreement. If the City Council does not adopt such an resolution/ordinance, general facilities charges will be assessed against Implementing Projects of [The Lawson Hills MPD/The Villages MPD] and the Master Developer will receive a credit against such charges for the cost of its construction of facility infrastructure.

...

Y(7) – As set forth in Exhibit 139, YarrowBay and City Staff agree to the following clerical changes to Section 7.2.3 of both The Villages and Lawson Hills Development Agreements (as shown in underlined and ~~strike through~~ text).

IMPLEMENTING LANGUAGE

Pursuant to Section 7.1.9 above and in recognition: (i) that [The Lawson Hills MPD's/The Villages MPD's] water system and the improvements to the City's water system necessary for Development have been or will be installed at the Master Developer's cost; and (ii) of the substantial investment in water infrastructure resulting from the WSFFA; and (iii) that the Master Developer shall not seek credit or reimbursement from the City under the Water Supply and Facilities Funding Agreement, Implementing Projects within [The Lawson Hills MPD/The Villages MPD] shall not be required to pay the City's general facilities charges, connection charges, or system development charges, including any amendments thereto except as provided for in Section 7.2.1.

Y(8) – As set forth in Exhibit 139, there is a scrivener's error in Section 10.3 of the Lawson Hills Development Agreement. YarrowBay and City Staff agree to the following revisions to the last sentence of this section (as shown in underlined text).

IMPLEMENTING LANGUAGE

... The appealing party shall exhaust its remedies as set forth herein prior to exercising its remedies as set forth in Subsection 15.13.

Y(9) – As set forth in Exhibit 139, there is a scrivener's error is Section 11.4(A) of the Lawson Hills Development Agreement. YarrowBay and City Staff agree that the following revisions be made to this subsection (as shown in underlined and ~~strike through~~ text).

IMPLEMENTING LANGUAGE

Phasing. Off-Site Regional Facilities are Regional Facilities that are located outside the Project Site and the boundaries of The Villages MPD. Off-Site Regional Facilities necessary to serve the Lawson Hills MPD and The Villages are described in ~~Tables 11-3-1 through 11-3-4~~ Tables 11-4-1 through 11-4-4. Transportation improvements located in the Cities of Maple Valley and Covington, however, are not included in Table 11-5-1 and 11-5-2 because these improvements are addressed in the separate mitigation agreements attached as Exhibits "Q" and "R", respectively.

Y(10) – As set forth in Exhibit 139, to alleviate apparent concerns, YarrowBay and City Staff agree to the inclusion of additional language to the end of this Section 15.16 of both The Villages and Lawson Hills Development Agreements (as shown in underlined text).

IMPLEMENTING LANGUAGE

(Add as last sentence of Section 15.16 of both Development Agreements)

In no event, shall the Build-Out Period for all Development and construction exceed twenty (20) years.

Amendments to Exhibits

The Villages and Lawson Hills Development Agreements

15.7 EXHIBITS

The exhibits to this Agreement are hereby incorporated herein as though fully set forth as terms of this Agreement. The exhibits are:

Exhibit "A" – ~~Project Boundaries and MPD Site Plan~~ [Removed. Please see Exhibit "U".]

Exhibit "B" – Legal Description and Parcel Map

Exhibit "C" – MPD Permit 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" – MPD Phasing Plan

Exhibit "L" – Excerpts from Chapter 3 of MPD Permit Application

Exhibit "M" – Mine Hazard Release Form

Exhibit "N" – ~~Villages~~ MPD Funding Agreement

Exhibit "O" – Stormwater Monitoring

Exhibit "P" – Green Valley Road Measures

Exhibit "Q" – Maple Valley Transportation Mitigation Agreement

Exhibit "R" – Covington Transportation Mitigation Agreement

Exhibit "S" – Potential Expansion Areas

Exhibit "T" – Impact Fees for Fire Protection Facilities dated 1-13-2011

Exhibit "U" – Updated MPD Site Plan

Amendments to the Exhibits shall be approved through the process (if any) set forth in that Exhibit or, if no process for amendment is set forth in the Exhibit, as a Minor Amendment pursuant to Section 10.4.2. Amendments to this Agreement to reflect changes to Exhibits H, J, K, M, N, Q and R shall be processed as Minor Amendments to this Agreement pursuant to Section 10.4.2. Many of the Exhibits to this Agreement, as well as some of the figures contained in this Agreement's text are in color or include other features that provide clear illustration; however, this format is not yet acceptable by the King

County Recorder's Office for permanent recording. Accordingly, the parties agree that following mutual execution of this Agreement, any non-recordable format Figures and Exhibits will be replaced in the Agreement with a page stating: "Figure X-Y [Exhibit X] is kept on file with the City of Black Diamond and is available for public review at the Community Development Department during business hours."

Definitions for Single Family and Multi Family Dwelling Units

The Villages and Lawson Hills Development Agreements

14.0 DEFINITIONS

...

- **Multi-Family** – Any residential structure that contains 5 or more Dwelling Units. . . .
- **Single Family** – Any residential ~~building~~structure that contains four (4) or fewer ~~residences~~Dwelling Units.

..

The Villages Development Agreement

4.2 TOTAL NUMBER OF DWELLING UNITS

As approved by Condition of Approval No. 128 of the MPD Permit Approval, the total number of Dwelling Units allowed on the Project Site is 4,800 Dwelling Units. The predominant housing type will be Single Family residential. Except as may be modified by Section 10.4.2 and pursuant to Condition of Approval No. 136 of the MPD Permit Approval, the Dwelling Unit mix is 3,600 Single Family units (MPD-L and MPD-M) consisting of Single Family detached, courtyard homes, Single Family attached buildings containing four (4) or fewer units, and Cottages; and 1,200 Multi-Family Units (MPD-M and MPD-H) consisting of townhomes and stacked flats. For purposes of determining the number of Single Family and Multi-Family Dwelling Units, a residential structure that contains four (4) Dwelling Units shall be counted as four (4) Single Family Dwelling Units; a residential structure that contains five (5) Dwelling Units shall be counted as five (5) Multi-Family Dwelling Units. Live/Work Unit locations are identified on the MPD Site Plan. The Project Site consists of 1,196 acres, of which at least 481.4 acres of Open Space shall be provided.

Lawson Hills Development Agreement

4.2 TOTAL NUMBER OF DWELLING UNITS

As approved by Condition of Approval No. 132 of the MPD Permit Approval, the total number of Dwelling Units allowed on the Project Site is 1,250 Dwelling Units. The predominant housing type is Single Family residential. Except as may be modified by Section 10.4.2 and pursuant to Condition of Approval No. 140 of the MPD Permit Approval, the Dwelling Unit mix is 930 Single Family Units (MPD-L and MPD-M) consisting of Single Family detached, courtyard homes, single family attached buildings containing four (4) or fewer units, and Cottages; and 320 Multi-Family Units (MPD-H and MPD-M) consisting of townhomes and stacked flats. For purposes of determining the number of Single Family and Multi-Family Dwelling Units, a residential structure that contains four (4) Dwelling Units shall be counted as four (4) Single Family Dwelling Units; a residential structure that contains five (5) Dwelling Units shall be counted as five (5) Multi-Family Dwelling Units. The Project Site consists of 371 acres, of which at least 153.3 acres of Open Space shall be provided.

Funding Agreement

Various revisions were made to Exhibit "N" that are provided herein in as excerpts.

City staff positions identified on Exhibit C or through the Annual Review, and will be solely responsible for all development permit and/or personnel decisions, including compensation amounts which shall be competitive with similar positions in the municipal community.

- a. **Reduction of City Staffing Shortfalls**. If the most recent Fiscal Analysis (as defined below) or Annual Review (as defined below), whichever is more current, projects a fiscal benefit for the City, then the City and Developer shall promptly meet and negotiate in good faith to determine whether and when the salary and benefit costs of one or more City staff positions identified on Exhibit C should be funded by the City. If so, then the City shall identify the appropriate City staff position to be removed from the Developer's Total Funding Obligation under this Agreement whether or not the Wind-Down timing threshold associated with such City staff position (identified in Section 2(c)) has been triggered.
- b. **Voluntary Agreement**. The parties acknowledge that the Developer's commitment to fund City Staffing Shortfalls is a voluntary agreement into which the Developer freely enters pursuant to state law.
- c. **Wind-Down and Wind-Up**. In recognition that: a) the Villages MPD and Lawson Hills MPD build-out may fluctuate to follow market demands; and b) the voluntary nature of the Developer's City Staffing Shortfalls funding obligation, BD Village or BD Lawson may provide notice to the City of Wind-Downs and Wind-Ups of certain City staff positions outlined in Exhibit C.
 - i. Wind-Down Notices shall be delivered to the City and shall state that BD Village and/or BD Lawson intends on a date certain to cease paying for certain City Staffing Shortfall positions. In order to be effective, a Wind-Down Notice must comply with the following provisions:
 - ii. No Wind-Down Notice may be delivered to the City or otherwise be effective during the first twelve months following the Effective Date of this Agreement. Thereafter, the date certain required to be identified in a Wind-Down Notice may not be sooner than six months after delivery of the Wind-Down Notice to the City. No Wind-Down Notice may be based upon the substance of any prior development permit decision made by the Designated Official or MDRT member(s).
 - iii. During months 13 through 18 following the Effective Date, only Support Staff positions identified on Exhibit C may be subject to a Wind-Down Notice from BD Village or BD Lawson.
 - iv. During months 19 through 24 following the Effective Date, some or all Support Staff positions and/or Essential Staff positions identified on Exhibit C may be subject to a Wind-Down Notice from BD Village or BD Lawson. This notice

City's sole, reasonable discretion after consultation with the Developer; and (vi) additional City staff as identified by the Developer through the Annual Review described in Section 6, e.g. building official. The MDRT composition may be modified by mutual agreement of the parties. In recognition of the advantage of both parties of ensuring continuity through the review and processing of implementing development permits, the City may choose to offer multiyear employment contracts to some or all members of the MDRT; provided, however, that such contracts shall not increase Developer's Total Funding Obligation nor impair Developer's ability to exercise its rights pursuant to Section 2(c) ("Wind-Down and Wind-Up") as set forth herein.

- i. For purposes of this Agreement, consultants include, but are not limited to, professional engineering firms, planning and transportation firms, fiscal or financial consultants, and the City Attorney (which, for purposes of this Agreement, includes any attorney or professional staff in the City Attorney's law firm) and other legal consultants when performing services related to The Villages MPD and Lawson Hills MPD.
- b. **MDRT Costs**. The Developer shall fund one hundred percent (100%) of the costs of the MDRT by paying: (i) the salary and benefit costs of City Staff MDRT members identified in Section 3(a), less any amounts actually received by the City from others pursuant to Section 2; (ii) the actual amounts invoiced by consultants; and (iii) the FFE associated with such City Staff MDRT members (the "**MDRT Costs**"). MDRT Costs shall also initially include the purchase of three (3) vehicles exclusively for the MDRT – two (2) pool vehicles and one (1) inspection vehicle – the costs of which shall not exceed \$125,000.00 in total. In determining such vehicle purchases, the City shall consider the purchase of hybrid or similar "green" vehicles. Thereafter, the MDRT's FFE shall include all costs associated with the ongoing expense and maintenance of these three (3) vehicles.
 - i. **MDRT Cost Allocation**. The City shall allocate MDRT Costs to BD Village and BD Lawson on a proportionate share basis based on time spent.
- c. **Reduction or Elimination of MDRT Costs**. In recognition that the Villages MPD and Lawson Hills MPD build-out may fluctuate to follow market demands, the Parties acknowledge and agree that BD Village and/or BD Lawson may elect to reduce, or eliminate, MDRT staffing during the Annual Review described in Section 6. If, during Annual Review, BD Village and/or BD Lawson elect to cease paying all MDRT Costs for a given calendar year, the City's obligations under this Section 3 shall also cease for such calendar year.
- d. **City Fee Provision**. In consideration for the Developer's funding of the MDRT and paying the MDRT Costs, the City shall not collect permit or administrative fees or deposits otherwise applicable to implementing project permits sought for the Villages MPD or the Lawson Hills MPD, except for fees or other charges as required by this Agreement; provided, however, that this subsection 3(d) shall be void and Developer

8. **Non-MPD Related Credit Procedure.** As part of the Quarterly Accounting, the City shall account for any non-Villages MPD and non-Lawson Hills MPD related permit revenue over five hundred dollars (\$500.00) that was received by the City as a result of City staff positions listed on Exhibit C. The Quarterly Accounting shall show the City providing the Developer a credit towards the following month's Monthly Fixed Amount by that amount of non-Villages MPD and non-Lawson Hills MPD related permit revenue received by the City, provided City staff positions funded by this Agreement worked on that non-Villages MPD and non-Lawson Hills MPD permit.
9. **Building Permit Surcharge.** As anticipated in the Staff and Facilities Funding Agreement, but only to the extent permitted by law, a voluntary agreement under RCW 82.02.020 or other agreement between Developer and its purchasers in which said purchasers release and hold the City harmless from any claims related thereto, and only then if the City Council adopts a resolution, the City hereby agrees to apply a per dwelling unit or equivalent fee on each future building permit issued within the Villages MPD and the Lawson Hills MPD. This fee is intended to recapture the costs incurred by the Developer under the Staff and Facilities Funding Agreement (the "**Surcharge**"), and shall only be assessed on building permits for new construction within The Villages MPD or the Lawson Hills MPD. Remodels, tenant improvements, or reconstruction due to fire damage or other catastrophe shall not be assessed the Surcharge. This Surcharge shall also not apply to Public Uses as defined in The Villages Development Agreement or Lawson Hills Development Agreement.
 - a. **Surcharge Calculation.** The Surcharge for the Villages MPD (the "**Village Surcharge**") shall be calculated based on the costs incurred by BD Village from execution date of the Staff and Facilities Funding Agreement to the execution date of The Villages Development Agreement divided by the number of dwelling units or an equivalent thereof. BD Village shall determine the unit number to be included within the calculation of the Village Surcharge prior to the City's issuance of the first building permit for the Villages MPD. As part of the Annual Review, BD Village may request to modify how the Village Surcharge is assessed, such as removing commercial development from the Village Surcharge. The Surcharge for the Lawson Hills MPD (the "**Lawson Surcharge**") shall be calculated based on the costs incurred by BD Lawson from execution date of the Staff and Facilities Funding Agreement to the execution date of the Lawson Hills Development Agreement divided by the number of dwelling units or an equivalent thereof. BD Lawson shall determine the unit number to be included within the calculation of the Lawson Surcharge prior to the City's issuance of the first building permit for the Lawson Hills MPD. As part of the Annual Review, BD Lawson may request to modify how the Lawson Surcharge is assessed, such as removing commercial development from the Lawson Surcharge
 - b. **Surcharge Accounting.** Within sixty (60) days following execution of The Villages Development Agreement or the Lawson Hills Development Agreement, the City shall provide BD Village or BD Lawson, respectively, with an accounting of all costs incurred by such party under the Staff and Facilities Funding Agreement and the First Amendment. Within thirty (30) days of receipt of the City's accounting, BD Village or

written agreement. No amendment to this Agreement shall be effective until approved by the City Council by resolution.

14. **Notices.** Any notice or other communication to any party given under this Agreement will be effective only if in writing and delivered (1) personally, (2) by certified mail, return receipt requested and postage prepaid, (3) by facsimile transmission with written evidence confirming receipt, or (4) by overnight courier (such as UPS, FedEx, or Airborne Express) to the following addresses:

If to BD Village:

BD Village Partners, LP
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
Attn: Brian Ross
Fax: 425-898-2139

With Copy to:

Cairncross & Hempelmann
524 Second Avenue, Suite 500
Seattle, WA 98104-2323
Attn: Nancy Rogers
Fax: 206-587-2308

If to BD Lawson:

BD Lawson Partners, LP
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
Attn: Brian Ross
Fax: 425-898-2139

With Copy to:

Cairncross & Hempelmann
524 Second Avenue, Suite 500
Seattle, WA 98104-2323
Attn: Nancy Rogers
Fax: 206-587-2308

To the City:

City of Black Diamond
P.O. Box 599
Black Diamond, WA 98010
Attn: Mayor
Fax: 360-886-2592

With Copy to:

Public Access to Parks

The Villages Development Agreement

9.9.3 Public Access

Pursuant to Condition of Approval No. 94 of the MPD Permit Approval, public access is authorized to all Parks and trails (whether public or private) unless otherwise determined by the Designated Official for reasons of public safety, welfare and convenience, or for maintenance reasons.

Lawson Hills Development Agreement

9.9.3 Public Access

Pursuant to Condition of Approval No. 92 of the MPD Permit Approval, public access is authorized to all Parks and trails (whether public or private) unless otherwise determined by the Designated Official for reasons of public safety, welfare and convenience, or for maintenance reasons.

Buffer Landscaping**The Villages Development Agreement
NEW SECTION 5.5.10****5.5.10 Buffer Landscaping**

On the eastern boundary of The Villages MPD Development Parcel #V13, the Master Developer shall provide a 50-foot wide vegetative buffer as shown in Exhibit "U". The Master Developer shall leave existing vegetation within this 50-foot-wide buffer where reasonable and practical. Should the Master Developer remove existing vegetation within this 50-foot-wide buffer due to either the health of the vegetation or other reasons, landscaping consistent with BDMC 18.72.030 (Exhibit "E") shall then be required by the City.

Excerpt Pages With Redlines to Exhibit "O"



MEMORANDUM

Date: September 19, 2011
To: City of Black Diamond
From: Alan D. Fure, PE
Re: No Net Phosphorous Implementation Plan
Triad Job No.: 05-336
Copies To: Yarrow Bay Holdings

Requirement: Minimize impacts to water quality in Lake Sawyer by assuring no net increase in phosphorous to Lake Sawyer occurs associated with The Villages and Lawson Hills MPD development within basins that drain to Lake Sawyer. No net increase can be accomplished by on-site or off-site source control or physical/chemical/biological interception (treatment and removal from water system).

Summary of Approach: Establish existing baseline phosphorous contributions from relevant project drainage basins¹ and from potential compensating projects located outside the developed MPD that currently contribute phosphorous to Lake Sawyer. Determine strategies for meeting the no net phosphorous goal ahead of project construction. Implement strategies and then monitor post implementation phosphorous levels to confirm compliance with the requirement. If onsite measures do not meet the requirement, implement compensatory project mitigation. Measure post implementation phosphorous reductions from compensatory projects to confirm the amount of offset.

Monitoring: Prior to construction of the first MPD Implementing Project, the Master Developer shall cause to occur three water quality samples in three separate months during the wet season at three locations within Rock Creek to be mutually agreed to by the City and Master Developer. The City and Master Developer agree that one location will be on the south side of the bridge on Roberts Drive where it crosses Rock Creek. This sampling data shall be provided to the City and be used to establish an interim baseline phosphorous load that will then be further refined by the Baseline Monitoring section below.

Baseline Monitoring: Prior to construction of the first implementing project within the Lake Sawyer drainage basin, the Master Developer, in conjunction with the City of Black Diamond shall review, plan and institute the following:

1. Monitor pre-development phosphorous levels at pre-determined locations within the project drainage basins. Monitoring is to occur consistently over the course of at least one water year

¹ The first areas of The Villages project planned to be developed are in drainage basins that do not drain to Lake Sawyer.



MEMORANDUM

(October to September) in accordance with the procedures and criteria outlined in Chapters 6 through 12 of the QAPP (see Attachment 1). Use data collected over the water year to establish a baseline phosphorous load from the project. This load should be factored to an average year rainfall volume for future comparisons of phosphorous loads for years where the rainfall is more or less than the average.

2. Select one or two possible compensation projects. Offsite compensation projects will be on land not being actively developed for the MPD but that includes features that currently contribute phosphorus to Lake Sawyer that are amenable to reductions of phosphorus, such as roadway segments or intersections, pastures with farm animals, or existing developed property all lacking modern stormwater controls, or erosive slopes or streams. Monitor pre-mitigation phosphorous levels at pre-determined locations within the compensating project drainage basin. Monitoring is to occur consistently over the course of at least one water year (October to September) in accordance with the procedures and criteria outlined in Chapters 6 through 12 of the QAPP (see Attachment 1). Use data collected over the water year to establish a baseline phosphorous load from the compensating project. This load should be factored to an average year rainfall volume for future comparisons of phosphorous loads for years where the rainfall is more or less than the average.

Project Design Phase: In conjunction with City of Black Diamond review, prepare on-site drainage designs with phosphorous mitigation solutions which include the following:

1. Phosphorous control menu items from the 2005 DOE Manual (or later manuals if adopted and imposed for later Project phases).
2. Any additional AKART (all known and reasonable technologies) not identified in 1. above, that are in compliance with The Villages MPD Permit Approval Condition No. 76 or the Lawson Hills MPD Permit Approval Condition No. 79.
3. Drainage designs should include contingency planning for augmentation of treatment so that future interventions can be made if needed.

Project Construction Phase: Upon commencement of implementing project construction the following shall be instituted:

1. Monitoring shall be performed at all drainage facility outlet points to establish post-construction~~mitigation~~ phosphorous levels. This monitoring is to occur consistently over the course of the water year in accordance with the procedures and criteria outlined in the QAPP (see Attachment 1).
2. Regular comparisons shall be made to determine if stormwater management~~mitigation~~ strategies are achieving goals established in the design phase. If levels are exceeding goals, source control interventions shall be implemented within 30 days of obtaining a substandard sampling measurement~~immediately~~.
3. Upon completion of the water year compare actual loads to pre-development loads. If loads are exceeding pre-development loads, institute compensatory project(s) within 6 months (subject to City approvals). Mitigation projects can include on-site or off-site measures that reduce the Tp input to the Lake Sawyer Basin.

Project Build-Out Phase: Continue monitoring of drainage outlets for five years following the completion of development that discharges into that facility to confirm compliance with the no net phosphorous goal as per procedures noted above. Completion shall be defined as the date the City's maintenance bond, as required by BDMC 14.04.360 and the Black Diamond Engineering Design and Construction Standards (Exhibit "E") Section 1.5, is released or expires for a given facility. ~~following acceptance of each constructed facility to confirm compliance with the no net phosphorous goal as per procedures noted above.~~ If data show variations from the standard, institute source control or improved maintenance solutions. If these interventions are insufficient, institute alternate compensatory projects or mitigations.

sampling (at discrete sites) are presented in descriptive and map form (Figure 5.2-1). The proposed discrete sites for sampling will be field-verified prior to final location. Once selections are made for sites they will be monumented by using a GPS locational unit.

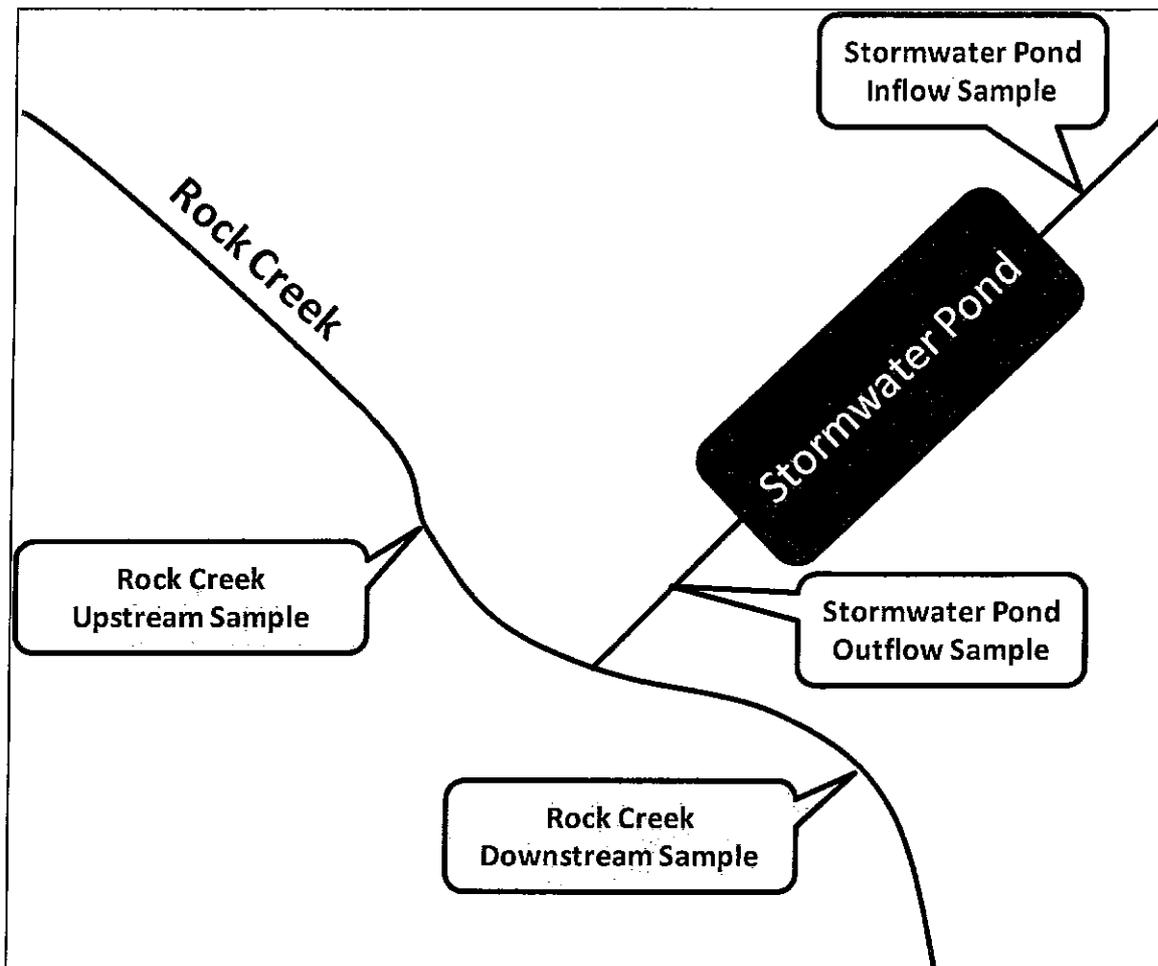


Figure 5.2-1. Proposed sample sites and locations for collection of surface water data.

Task 1. The Villages Stormwater Structure(s)

A. Frequency of Sample Collection:

Sample collection timing and frequency is determined by the occurrence of storm events. Ideally, monitoring will be completed at 6-8 storm events; each with varying intensities of rainfall and longevity of the storm event. Monitoring based on these 2 factors provides some level of detail in understanding optimum effectiveness of the BMP (stormwater structures) under varying storm conditions. The period of monitoring is established from October 1st through March 31st of each calendar year for five years following the completion of development that discharges into this stormwater structure. Completion shall be defined as the date the City's maintenance bond, as required by BDMC 14.04.360 and the Black Diamond Engineering Design and Construction Standards (Exhibit "E") Section 1.5, is released or expires for such facility.

Grab samples will be collected in order for sample integrity to be maintained and for making observations about environmental conditions when an investigator is present.

Task 1. Wet Pond #1

B. Frequency of Sample Collection:

Sample collection timing and frequency is determined by the occurrence of storm events. Ideally, monitoring will be completed at 6-8 storm events; each with varying intensities of rainfall and longevity of the storm event. Monitoring based on these 2 factors provides some level of detail in understanding optimum effectiveness of the BMP (Wet Pond) under varying storm conditions. The period of monitoring is established from October 1st through March 31st of each calendar year for five years following the completion of development that discharges into Wet Pond #1. Completion shall be defined as the date the City's maintenance bond, as required by BDMC 14.04.360 and the Black Diamond Engineering Design and Construction Standards (Exhibit "E") Section 1.5, is released or expires for such facility.

Grab samples will be collected in order for sample integrity to be maintained and for making observations about environmental conditions when an investigator is present. Information gathered about physical characteristics of the water, how water travels to and from the Wet Pond, and surrounding information that might explain why specific water quality problems might arise are reasons why being present and sampling affords a greater opportunity to construct information for the critical feedback loop.

Task 2. Lawson Creek

C. Upstream of Discharge

b. Surface Water Parameters (Continuous data)

The upstream site for monitoring surface water quality will serve as the control for determining if the Wet Pond discharge is a cause for increased downstream temperatures. The monitoring frequency is recommended at 15 minute intervals so that 7-day average of the daily maximum temperatures (7-DADMax) can be calculated from the continuous monitoring data. Additional monitoring effort will be conducted at both the upstream and downstream site; including continuous monitoring with a HydroLab® unit. Additional parameters that will be collected are:

- Water Temperature
- Dissolved Oxygen concentration
- Conductivity
- pH

These additional parameters are important for understanding how the receiving water assimilates effects from additional nutrient input. Conversely, the receiving water may, at times, have higher concentrations of nutrient input that uses up the assimilative capacity. By generating a greater amount of information about water quality characteristics, identification of nutrient sources will assist in making drainage-level management decisions to meet the goals of the TMDL Implementation Strategy.

D. Downstream of Discharge

a. Surface Water Parameters (Continuous data)

Comparison between upstream and downstream (of the Wet Pond outfall) water quality characteristics will evaluate the effect Wet Pond water has on receiving water. The upstream/downstream sample design with site located in close proximity to the outfall will isolate effects from the BMP output. Water quality parameter measurements will be sampled identical to those described for the upstream site above. In addition, flow

The Villages Development Agreement

13.10 New Transportation Demand Model

MPD Condition of Approval No. 11 requires the creation of a new transportation demand model. In addition to the intersections and arterials outlined in MPD Condition of Approval No. 11, this new model shall include the intersection of Kanaskat Drive and Black Diamond-Ravensdale Road.

Lawson Hills Development Agreement

13.10 New Transportation Demand Model

MPD Condition of Approval No. 10 requires the creation of a new transportation demand model. In addition to the intersections and arterials outlined in MPD Condition of Approval No. 10, this new model shall include the intersection of Kanaskat Drive and Black Diamond-Ravensdale Road.