16840

2009-0401 Attachment A

INTERLOCAL AGREEMENT

BETWEEN KING COUNTY AND THE CITY OF MAPLE VALLEY

ADOPTING THE JOINT PLAN FOR SUMMIT PLACE

This Interlocal Agreement ("Agreement") is entered into, by King County, hereinafter referred to as "County" and the City of Maple Valley, hereinafter referred to as "City." The City and County are jointly referred to herein as the "Parties."

Recitals

Whereas, the Parties desire to establish binding planning policies as reflected within the Summit Place Joint Plan to direct future land use and zoning of the Summit Place Property, consistent with the three-party Memorandum of Agreement (MOA) entered into on October 2, 2008; and

Whereas, the Parties recognize that residential and commercial development occurring on the Summit Place Property may have major transportation and other impacts within the City of Maple Valley pertaining to infrastructure capacity, as well as to the provision of City services and public amenities; and

Whereas, the Maple Valley Planning Commission held a public hearing on the Joint Plan on February 18, 2009; and

Whereas, the Maple Valley Planning Commission recommended adoption of the Joint Plan to the Maple Valley City Council on April 1, 2009; and

Whereas, the City's SEPA Official has reviewed the Joint Plan as required under chapter 43.21C RCW and has issued a determination of non-significance dated June 9, 2009; and

Whereas, on February 5, 2009, the City forwarded the attached Joint Plan to CTED for review and provided an opportunity for CTED to comment on the Joint Plan; and

Whereas, CTED has not offered any comments on the Joint Plan; and

Whereas, the Parties, by jointly executing this Interlocal Agreement, have satisfied the joint planning related objectives of Section 5 of the MOA, specifically to negotiate and adopt a joint planning interlocal agreement that will cover the general goals, principles, and policies to be considered when adopting future land use designations and zoning for the Summit Place Property; and

Whereas, this Agreement is not intended to release the signatories to the MOA from any of the goals, covenants or obligations contained therein, with the exception of those contained in Section 5 of the MOA; and

Whereas, the Parties have previously stated in Sections 1.b. and 8 of the MOA that annexation is a goal of the MOA; and

ORIGINAL

Whereas, on February 23, 2010, all parties to the MOA executed the First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-annexation Zoning, and Future Annexation of the Summit Pit Property ("Amendment") to establish new waivers relating to submission of development applications; and

Whereas, the Parties to this Agreement desire that their respective Councils take action on annexation by December 31, 2010; and

Whereas, the Parties acknowledge that the County will continue the road maintenance facility, uses, and operations at the Summit Place Property as they currently exist on the Property until all of the operations and uses can be relocated. As part of future annexation negotiations, the Parties will effectively address the County's permit and operational needs to ensure the County can continue its current operations and uses on the Property prior to relocation; and

Whereas, there is no intent on the part of the County to continue the long-term operation of a gravel mine on the Property separate and apart from the roads maintenance facility after that facility moves to another property; and

Whereas, the Parties requested that each disclose in advance of Joint Plan adoption any prerequisites to annexation. The County identified two conditions or prerequisites to annexation of which it is currently aware, both of which are actions that are within the City's control: 1) the City must adopt a pre-annexation zoning ordinance that is consistent with the Joint Plan; and 2) either that ordinance or the City's nonconforming use provisions must allow the road maintenance facility, uses, and operations at the Summit Place Property to continue as they currently exist on the Property until all of the operations and uses can be relocated; and

Whereas, the City did not identify any prerequisites to annexation, but did acknowledge four issues left unresolved by the Maple Valley Planning Commission when it made its recommendation to the Maple Valley City Council to adopt the Joint Plan; and

Whereas, the City has negotiated with the County in order to resolve the issues identified by the Planning Commission and in doing so has proposed to reach mutual resolution of those issues by seeking agreement from the County as to two conditions or prerequisites to its entry into this joint planning Interlocal Agreement: 1) that the Developer does not have veto authority with respect to annexation; and 2) a development agreement is not made a prerequisite of annexation; and

Whereas, the Parties have identified the prerequisites to annexation of which they are currently aware; however, the Parties acknowledge that anticipated deadlines established herein may need to be delayed as a result of annexation negotiations; and

Whereas, Section 6 below conditionally allows the date of annexation to be deferred until December 1, 2012, while keeping the Joint Plan in effect. If the City has adopted a Compliant Pre-annexation Zoning Ordinance and annexation has not occurred by December 1, 2012, Section 6 authorizes the City to unilaterally terminate this Agreement and void the Joint Plan. The City's ability to unilaterally terminate

this Agreement is premised upon the Purpose statement for the City expressed in the MOA – that permitting of development on the Property should occur under the jurisdiction of the City. Toward that end, if annexation does not occur according to the timelines set forth in Section 6, that Section authorizes the City to terminate this Agreement, and the Joint Plan prior to the expiration of the County's Waiver – whether that Waiver expires on February 20, 2012 or, through a future extension, on February 20, 2013.

Now, therefore, the Parties mutually agree to the terms of this Agreement as set forth herein:

Terms

1. Legal basis. This Agreement is entered into pursuant to chapter 39.34 RCW; and the zoning and development standards that may result from this Agreement would be consistent with Ch. 36.70A RCW (Growth Management Act) and the King County County-wide Planning Policies.

2. Intent. It is the intent of the Parties:

a. To provide a coordinated foundation for the City's forthcoming comprehensive planning, including the adoption of zoning and development standards for the Summit Place Property;

b. To have the Joint Plan guide the Parties' planning decisions with respect to the Summit Place Property;

c. To require that each Party's Comprehensive Plans and development regulations be consistent with the Joint Plan at least six months prior to the expiration of the County's Waiver period set forth in the First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-annexation Zoning, and Future Annexation of the Summit Pit Property, which is found under the heading "Waiver of Right to Submit Development Applications." ;

d. To amend the goal set forth in the MOA by establishing a new goal that all legislative action necessary to approve an interlocal annexation agreement effectuating annexation of Summit Place to the City of Maple Valley occur no later than December 31, 2010;

e. To reconfirm the City's agreement that it shall adopt a Pre-annexation Zoning Ordinance that is consistent with the Joint Plan, subject to the City's ability to rescind the pre-annexation zoning ordinance and terminate this Agreement as set forth in Section 6 of this Agreement;

f. In the context of the development regulations that implement the Joint Plan, for the City to have discretion in the creation of Pre-annexation Zoning for the Property and for that Pre-annexation Zoning to allow the developer some flexibility, consistent with the Joint Plan, in how the Property is developed.

g. To memorialize the City's agreement that its codes, policies and regulations shall allow the road maintenance facility uses and operations at the Summit Place Property to continue as they currently exist on the Property until all of the operations and uses can be relocated. As part of future

annexation negotiations, the Parties will effectively address the County's permit and operational needs to ensure the County can continue its current operations and uses on the Property prior to relocation; and

h. To define certain terms as follows for the purposes of this Agreement:

"Amendment" means the First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-annexation Zoning, and Future Annexation of the Summit Pit Property, dated February 23, 2010.

"Compliant Pre-annexation Zoning Ordinance" means a pre-annexation zoning ordinance for the Property: 1) that is adopted by the City after the City does not receive a timely Notice of Objection in response to its Notice of Proposed Pre-annexation Zoning Action; or, 2) that includes all proposed amendments contained in a timely Notice of Objection from the County.

"Inconsistent," in the context of zoning and development regulations that implement the Joint Plan (including but not limited to the City's pre-annexation zoning ordinance), means that a zoning ordinance or development regulation effectively precludes realization of the goals and policies of the Joint Plan.

"Notice of Proposed Pre-annexation Zoning Action" means a written notice provided by the City to the County that contains the date of a proposed pre-annexation zoning action and a copy of the proposed pre-annexation zoning ordinance.

"Notice of Objection" means a written notice provided by the County to the City in response to a Notice of Proposed Pre-annexation Zoning Action that states that the proposed ordinance that is inconsistent with the Joint Plan. A Notice of Objection shall include the following three parts: 1) an identification of which parts or aspects of the proposed ordinance the County believes to be inconsistent; 2) a justification of the objection that cites to specific language within the Joint Plan and the pre-annexation zoning ordinance that demonstrates how the two are inconsistent; and 3) a proposed amendment to the ordinance to resolve the alleged inconsistency with the Joint Plan.

"Pre-annexation Zoning Action", "Pre-annexation zoning" and "Pre-annexation zoning ordinance" mean City ordinances adopting development regulations for the Property prior to annexation.

"Property" "Summit Place" and/or "Summit Place Property" means the real property legally described in Attachment 2 and depicted in Attachment 3, all of which are incorporated herein by this reference as if set forth in full.

"Waiver" means the County's waiver of its rights, in its capacity as owner of the Property, to submit and vest applications for development of the Property, as set forth in the Amendment.

3. Joint Plan Adopted. The Parties hereby adopt the Summit Place Joint Plan (hereinafter the "Joint Plan"), which is attached hereto as **Attachment 1** and is incorporated herein by this reference as if set forth in full. The Joint Plan shall apply to the Summit Place Property.

4. Pre-annexation Zoning. The City shall proceed to adopt pre-annexation zoning for the Summit Place Property pursuant to RCW 35A.14.330, after adoption by both Parties of this Agreement. The City shall provide the County with a Notice of Proposed Pre-annexation Zoning Action at least fifteen (15) calendar days prior to the contemplated date of pre-annexation zoning adoption by the City Council. The County shall have the right to object to the Notice of Proposed Pre-annexation Zoning Action only on the grounds that the proposed ordinance is inconsistent with the Joint Plan. Except for those grounds for objection, the County shall have no other basis for objecting to the City's proposed ordinance pursuant to this Section 4 of the Agreement. If the County believes that a Notice of Objection is warranted, then the County shall send one at the earliest possible opportunity, but in no event later than three (3) business days prior to the contemplated date of adoption. Upon receipt of a Notice of Objection, the City shall determine whether to amend the ordinance as proposed by the County, amend the ordinance in some other way or take some other action. If the City decides to proceed with the adoption of the proposed ordinance without amending it to address the inconsistency raised by the County in a timely Notice of Objection, then the adopted ordinance shall not be a Compliant Pre-Annexation Zoning Ordinance. If the City amends the proposed ordinance in conformity with the County's Notice of Objection, the City will be under no obligation to send a subsequent Notice of Proposed Pre-annexation Zoning Action. If, the City otherwise amends the proposed ordinance, the City shall send a subsequent Notice of Proposed Pre-annexation Zoning Action that attaches the amended version and delay action on the ordinance for at least five (5) business days from the date the Notice of Proposed Pre-annexation Zoning Action is sent. Each subsequent Notice of Proposed Pre-annexation Zoning Action shall trigger an additional obligation on the City's part to delay action on the proposed ordinance for at least five (5) business days, and, on the County's part, to provide a Notice of Objection at least three (3) business days prior to the contemplated date of adoption if the County believes that a Notice of Objection is warranted. If the City does not receive a timely Notice of Objection in response to its Notice of Proposed Pre-annexation Zoning Action, or, if the City adopts the County's proposed amendment, then the adopted ordinance shall be deemed a Compliant Pre-annexation Zoning Ordinance.

5. Future Annexation Negotiations. The Parties have commenced negotiations toward an interlocal agreement between the City and County to annex the Property and the Parties shall continue those negotiations in good faith in an effort to achieve the goal established in Section 2.d., herein. The process for accomplishing annexation shall be the interlocal agreement method codified at RCW 35A.14.460. The substantive details of annexation will be contained in a subsequent interlocal agreement. While the Developer may observe and comment upon the annexation negotiations, the Parties expressly covenant that the Developer will not be a party to the agreement and shall not have the ability to place conditions upon or otherwise interfere with the Parties' negotiations to have the Property annex to the City. The Parties acknowledge that the Developer's consent to annex shall not be required to adopt a subsequent interlocal agreement to annex the Property.

6. Rescinding or Amending Pre-annexation Zoning Ordinance and Termination of this Agreement. If the City has adopted a Compliant Pre-annexation Zoning Ordinance and the Property has not annexed to the City by December 1, 2011, the County shall have until December 31, 2011 to extend its Waiver until

February 20, 2013. If the County takes action to extend its Waiver until February 20, 2013, then this Agreement and the Joint Plan shall remain in full force and effect at least until December 1, 2012. In the event the County does not take timely action to extend its Waiver, then this Agreement and the Joint Plan attached hereto shall be terminable and voidable by the City, at any time after December 31, 2011, upon formal action of the City. The County agrees that the Waiver shall apply to any new prospective purchaser of the property, and this Waiver shall be incorporated as a material term of any Purchase and Sale or similar agreement negotiated between the County and any new prospective purchaser. If the County does take action to extend its Waiver, but the Property still has not annexed to the City by December 1, 2012, then this Agreement and the Joint Plan attached hereto shall be terminable and voidable by the City, at any time thereafter, upon formal action of the City.

Should the City take formal action to terminate this Agreement and the Joint Plan per the terms of this Section, any such action will have the effect of immediately terminating any remaining Waiver period. Nothing in this section 6 shall be construed to alter the waiver pertaining to Summit Place 156 LLC, or any of its successors-in-interest, as set forth in the Amendment.

7. Other Regulations. Unless terminated as provided for in Section 6 herein, during the term of this Agreement, all land use designations, zoning, and/or development regulations subsequently adopted by either party that specifically affect the Property shall be consistent with the Joint Plan.

8. Rights Reserved. Nothing in this Agreement is intended to waive or limit the rights of the Parties to require mitigation for any impact as allowed by federal, state or local laws or ordinances including but not limited to environmental impacts governed by chapter 43.21C RCW or mitigation fees governed by RCW 82.02.050 et seq.

9. Change in Standards or Ordinances. Except for a Notice of Proposed Pre-annexation Zoning Action, any proposed change in each Party's respective development regulations, zoning, comprehensive plans, or official controls that specifically affect the Property shall be forwarded to the other party at least 21 days prior to the proposed legislative action until the road maintenance facility uses and operations have been relocated from the Summit Place Property

10. Mediation of Disputes. Any disputes arising from this Agreement may be set for mediation by either party upon ten (10) days written notice of a request to either party for mediation. Prior to mediation, the Parties, represented by committees of their elected officials and appointed staff, shall first meet informally in an attempt to reach resolution. Unless the Parties agree otherwise, mediation shall occur before a mediator or mediation panel appointed by the Department of Community Trade and Economic Development. The decision of the mediator or mediation panel shall not be binding on either Party; provided, however, the Parties agree to consider the decision of the mediator or mediation panel in good faith.

11. Indemnification and Liability.

a. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the County and the City, including claims by the County's or City's own officers,

officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, each party's liability hereunder shall only be to the extent of that Party's negligence.

b. No liability shall be attached to the County or the City by reason of entering into this Agreement except as expressly provided herein.

c. The City shall defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the City's acts or omissions, or the City's performance or failure to perform.

d. The County shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the County's acts or omissions, or the County's performance or failure to perform.

12. Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected. In such case the Parties agree to meet and amend this Agreement as may be mutually deemed necessary.

13. Entire Agreement; Amendment. This Agreement follows the MOA and precedes the interlocal agreement that is expected to ultimately effectuate annexation. To the extent that there is any conflict between this Agreement and the MOA, this Agreement shall be controlling on the Parties. This Agreement may be amended in writing by mutual agreement of the Parties.

14. Designated Representative. The Parties agree that the City's Manager or his/her designee shall be the designated representative of the City for coordination of this Agreement and for receipt of any communications related to this Agreement and the County Executive or his/her designee shall be the designated representative of the County.

15. Effective Date and Duration. This Agreement shall become effective following the approval of the Agreement by the official governing bodies of each of the Parties hereto and the signing of the Agreement by the duly authorized representative of each of the Parties hereto, and shall remain in effect unless terminated.

16. Termination. Except as provided in Paragraph 6 above, either Party may terminate its obligations under this Agreement upon one year advance written notice to the other Party, Provided that termination shall not occur prior to July 1, 2024. To the extent that this paragraph conflicts with Paragraph 6, above, Paragraph 6 shall control.

17. Headings. The paragraph headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purpose to, and shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they pertain.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

19. Property and Equipment. The ownership of all property and equipment utilized by any Party to meet its obligations under the terms of this Agreement shall remain with such Party.

20. Venue Stipulation. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement, or any provisions hereto, shall be instituted only in courts of competent jurisdiction within King County, Washington.

21. Notices. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery, which includes email; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the addresses set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties.

COUNTY:

Dow Constantine
King County Executive
401 5th Avenue, Suite 800
Seattle, WA 98104
Dow. Constantine@kingcounty.gov

AND TO:

Lauren Smith
Land Use and Unincorporated Area Relations Manager
King County Executive Office
401 Fifth Avenue, Suite 800
Seattle, WA 98104
Email: Lauren.Smith@kingcounty.gov

CITY:

David Johnston, City Manager
P.O. Box 320

Maple Valley, WA 98030
David.Johnson@maplevalleywa.gov

AND TO:

Christy A. Todd, City Attorney
P.O. Box 320
Maple Valley, WA 98030
Christy.Todd@maplevalleywa.gov

22. RCW 39.34 Required Clauses.

a. Purpose. See Paragraph 2 above

b. Duration. See Paragraphs 14 and 15 above.

c. Organization of separate entity and its powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

d. Responsibilities of the Parties. See provisions above.

e. Agreement to be filed and recorded. The City shall file this Agreement with its City Clerk. The County shall place this Agreement on its web site. The Agreement shall also be recorded.

f. Financing. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

g. Termination. See Paragraph 15 above.

23. Events of Default. It shall be an "Event of Default" under this Agreement if either of the Parties fails duly to perform, observe or comply with the covenants, agreements, or conditions on its part contained in this Agreement, and such default shall continue for a period of sixty (60) days after written notice of such failure, requesting the same to be remedied, shall have been given to the party in default by the non-defaulting party, provided however that such failure shall not be an Event of Default if it is knowingly and intentionally waived by the non-defaulting party.

24. Remedies. Upon the occurrence and continuance of any Event of Default, the non-defaulting party's remedies shall be limited to specific performance, declaratory judgment, or other remedy available at law or equity, with the exception of a cause of action for damages. The prevailing party shall be entitled to recover attorney's fees and costs.

25. Attachments.

1. Summit Place Joint Plan

2. Legal Description of Summit Place Property

3. Map Depicting location of Summit Place Property

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year as set forth below.

CITY OF MAPLE VALLEY

By: David W. Johnston
Title: City Manager

Date: 6/21/2010

Attest:

City Clerk

Approved as to form:

Christy A. Todd, City Attorney

KING COUNTY

By: Dow Constantine
Title: County Executive

Date: 6/30/10

Attest:

ROSA MARIA ORAMS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES MAY 28, 2013

Approved as to form:

County Prosecuting Attorney or designee
Jennifer M. Stacy, Senior Deputy Prosecuting Attorney

4839-4326-1446, v. 1

Attachment 1
to Interlocal Agreement between King County and the City of Maple Valley Adopting the Joint Plan for Summit Place

SUMMIT PLACE JOINT PLAN

KING COUNTY – MAPLE VALLEY – SUMMIT PLACE 156 LLC

2009

Planning Commission recommendation - 4/1/09

June 1, 2009

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INTRODUCTION

On October 1, 2008, King County, the City of Maple Valley and the Summit Place 156 LLC entered into a Memorandum of Agreement (MOA) regarding the joint planning, interim zoning, pre-annexation zoning and future annexation of the Summit Place (aka Summit Pit / Donut Hole) property (the "Joint Plan").

The MOA provided a means for King County to proceed with reclassification of the property from Rural to Urban and adopt designations under its Comprehensive Plan and Zoning. The MOA expressed the goal and agreement to negotiate a joint planning agreement that will cover the "general goals, principles and polices to be considered when adopting future land use designations and zoning for the property".

To ensure that the joint planning is afforded an opportunity, the County and Summit Place 156 LLC agreed to temporarily waive their rights to submit and vest an application for development until twelve months after the effective date of the Purchase and Sale Agreement, the effective date being February 20, 2009. The parties' goal is to effect annexation to the City by November 1, 2009 through an interlocal agreement and that the parties' negotiate in good faith in achieving annexation before the Developer submits application for development of the property. In order to effectuate annexation, the parties understand that any future pre-annexation zoning for the property must be consistent with the joint planning agreement adopted by the parties.

BACKGROUND

From 1995 to 2008 the property was designated rural under the Growth Management Act (GMA) in the King County Comprehensive Plan. The King County Comprehensive Plan Map designated this property as Rural Residential and the Zoning Map identified this property as being zoned RA-5(Rural Area with one home per five acres). In 2008, King County designated the property as Urban with a Comprehensive Plan designation of Urban Planned Development (UPD) and zoning is Urban Reserve – Special District Overlay (UR-SO). When the City of Maple Valley incorporated in 1997, the incorporated boundaries excluded this then rural designated site. The property remains under King County jurisdiction.

King County and Summit Place 156 LLC have entered into a purchase and sale agreement for sale of the property for the purpose of developing the property.

Several documents assist in analyzing the property and the potential land use and development possibilities and contain information guiding the joint planning process. These include:

1. King County Countywide Planning Policies
2. King County Comprehensive Plan
3. Maple Valley Comprehensive Plan
4. King County Summit Pit Area Zoning Study prepared by King County in consideration of the 2008 Comprehensive Plan amendments

5. Donut Hole Feasibility Study prepared by RW Thorpe & Associates under contract from the City of Maple Valley in consideration of the 2008 King County Comprehensive plan amendments

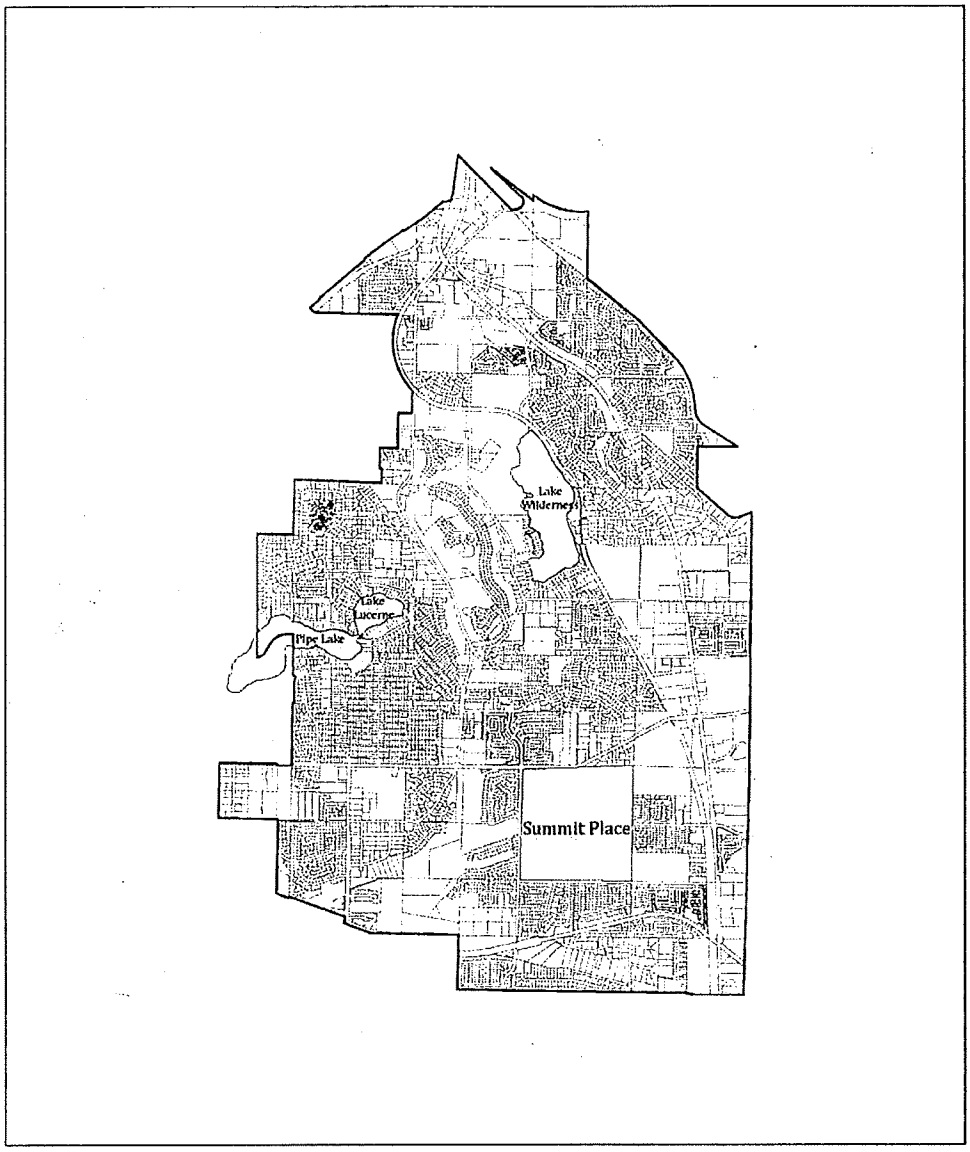
Existing Conditions / Site Characteristics

The property is a 156.5 acre site, roughly square in shape with roadways bordering the north, west and south sides. The entrance to the site is off 228th Avenue SE near SE 272nd Street. The site contains some steep slopes (> 40%) in the southwest areas and Category III wetland located in the northeast area, and has been designated a critical aquifer recharge area (CARA). A Bonneville Power Transmission Line easement crosses the property from the northeast to the southwest.

The Summit Place property is surrounded on all four sides by the City of Maple Valley. To the west of the Summit Place property across 228th Avenue SE are Divisions 1 through 6 of the Elk Run residential subdivision. Located within these subdivisions are nine holes of the Elk Run Golf Course, the Pro Shop and Club House, and approximately 230 single family residences. To the south across SE 280th Street are the residential subdivisions of Diamond Hills and Rosewood Parke. These are comprised of approximately 277 single family residences. To the east is Glacier Park Elementary School which is part of the Tahoma School District, several residential subdivisions, and a 20-acre undeveloped piece of property owned by the City of Maple Valley. The City of Maple Valley's 2004-2005 Comprehensive Plan Map identifies this property as 'Public' for future use as ballfields. To the north of the Summit Place property are SE 272nd Street (SR516) and the neighborhood of Meadows at Rock Creek comprised of about 240 residences and other single family lots.

The King County DOT Road Services Division uses the site as a regional maintenance facility. Current uses at the property include materials processing, Vactor Waste Receiving, sand and gravel extraction, Coordinate Reduction of Waste (CROW), Street Waste Alternative Program (SWAP), a fueling station, 24 hour emergency and storm response, and road maintenance material storage. Nine holes of the Elk Run Golf Course are also on the site.

MAP



City of Maple Valley
Featuring Summit Place

SUMMIT PLACE JOINT PLAN GOALS

1. Summit Place, at 156.5 acres, presents a unique opportunity to create a new vibrant community for the South King County region. This new community should embrace and enhance the quality of life in Maple Valley by:
    - Providing for a range of housing types and accommodating a range of incomes for all ages;
    - Creating a healthy community that prioritizes walking and biking opportunities for residents of all ages and abilities;
    - Protecting the natural environment; and
    - Creating opportunities for retail businesses scaled to serve the everyday needs of the residents and local community.

2. The development at Summit Place should combine a range of different land uses, environmental stewardship, and a pedestrian and transit friendly design consistent with multiple use activity centers as characterized in the City of Maple Valley's Comprehensive Plan.

3. The Summit Place development should be phased with predictable triggers to move from one phase to another so as not to burden the transportation system and other infrastructure until improvements can be made to accommodate the growth.

4. The Summit Place development should incorporate a range of residential density components to maximize the open space potential and to result in efficient use of the land.

5. The Summit Place development should ensure provisions of affordable and workforce housing opportunities to low, moderate, and middle-income households.

6. The Summit Place development should integrate the principles of pedestrian orientation throughout the site and incorporate a trail system that connects with adjacent activities and existing and planned trail corridors.

7. The Summit Place development should provide for a variety of recreational opportunities including sports fields, playgrounds, open fields, and trails.

8. The Summit Place development should provide housing designed to allow residents to age in place.

9. The Joint Plan should fulfill the objective of joint planning under the terms of the MOA and serve as a foundation for future Comprehensive plan and zoning designations that facilitate annexation to the City of Maple Valley.

10. Summit Place should complement the character of surrounding residential neighborhoods through the use of land use transitioning methods, architectural treatments and / or landscape buffers.

LAND USE

Overall

At 156.5 acres, Summit Place has the opportunity to provide for a variety of compatible land uses that can complement the City of Maple Valley and surrounding communities and neighborhoods. The site shall be predominantly characterized by residential uses with complementing commercial uses, parks and open spaces. Summit Place shall plan for a range of urban residential densities and housing types, commercial development that provides services and employment for local residents, open space, parks and recreation providing for an active and healthy community. Summit Place shall also plan for onsite and offsite infrastructure adequate to serve future development and public facilities, as appropriate.

Residential Uses, Types & Densities

A range of residential densities has been considered and evaluated for the site. At the low end of the range an overall density of R-6 (six units per acre) that would allow approximately 939 residential units that would be characterized by detached and attached single-family units. At the high end of the range, an overall density of R-12 (twelve units per acre) would allow 1,878 units that would be characterized by a combination of detached single-family, attached single-family and multi-family units.

The amount of residential development that provides the greatest potential for achieving the common goals for the site is within a range of 1060 units to a maximum of 1690 units. The base of 1060 units would be consistent with the minimum density allowed under King County's R-8 zone, and consistent with King County's comprehensive plan requirement that newly developed urban areas develop at a density no less than R-8. The maximum of 1690 can be achieved only through the provision of amenities. This range of permitted housing units will accommodate a variety of housing types on-site including single-family, low to high density multi-family, cottage housing, and mixed use (residential over commercial).

Both King County and Maple Valley have affordable housing goals consistent with the King County Countywide Planning Policies. Affordable housing goals are generally intended to accommodate and remove barriers to allow for housing that is affordable to range of household incomes based upon the County median household income.

SP-1 Summit Place shall include a variety of housing types and residential densities planned to create a healthy, walkable community.

SP-2 Development regulations for Summit Place shall allow a total base dwelling unit yield of 1060 dwelling units. In exchange for the provision of certain amenities (see SP-4 and SP-5), development regulations shall allow a bonus dwelling unit yield of up to 630 additional units above the base dwelling unit yield for a combined maximum yield of 1690

dwelling units. Under no circumstances shall more than 1690 dwelling units be allowed at Summit Place.

SP-3 Development regulations for Summit Place shall not discourage or frustrate the County's requirement that the development make 30% of the non-TDR dwelling units affordable to households earning between 50% and 120% of the King County median income. Mere compliance with an affordable housing requirement shall not entitle the developer to an additional dwelling unit yield above the base yield of 1060. As development occurs, the developer shall provide progress reports on housing affordability to Maple Valley and King County.

A regulatory and policy framework shall be developed that allows for up to 630 bonus dwelling units above the base yield of 1060 through the provision of desired features and amenities that would not otherwise be required by development regulations. An amenities menu shall be implemented that assigns a specific number of bonus dwelling units for the provision of certain desired amenities. The amenities menu shall contain at least the amenities shown on Appendix B. The amenities menu and the bonus values associated with each item shall be prepared and adopted by the City of Maple Valley after further study and community outreach. It is anticipated that the amenities menu would be adopted in conjunction with the City's pre-annexation zoning. Because the bonus values will reflect the needs, desires and priorities of the Maple Valley community, certain amenities may be given a lower or higher value relative to the actual cost of providing that amenity. It is not anticipated or required that each amenity value shall correspond to its relative monetary value, Provided that the overall menu shall provide a financially feasible and reasonably attainable means of achieving all of the 630 bonus dwelling units, and further provided that no single item on the menu shall have a value greater than 430 bonus dwelling units. The amenities menu shall not include the payment of impact fees because those payments are required in any case and do not represent an additional contribution by the developer.

SP-4 Development regulations shall include a menu of amenities, which are reasonably attainable and financially feasible. By providing amenities on the menu, the developer may increase the total amount of allowed dwelling units from 1060 up to a maximum of 1,690. The menu of amenity incentives shall assign a specific bonus dwelling unit yield for each amenity to be provided by the developer. In order to allow the developer discretion in determining which amenities from the menu to provide to earn the 630 bonus dwelling units, the total value of all amenities contained in Appendix B shall be at least 945 dwelling units. Even though the total value of all amenities on the menu shall be, at a minimum, 945 dwelling units, the developer's ability to earn bonus dwelling units shall be capped at 630 bonus dwelling units even if the developer voluntarily provides every amenity on the menu. The developer shall not be required to build the maximum of 1690 dwelling units and may opt to forego some or all of the 630 bonus dwelling units.

In no event shall the provision of any combination of amenities allow development of the site to exceed the maximum yield of 1,690 dwelling units. The amenity menu shall be developed and adopted by the City of Maple Valley, shall reflect the desires of the Maple Valley community, and shall be given great weight by the County in any future County zoning action or any future County development approval (including conditions of

approval) pertaining to Summit Place. While most of the menu has yet to be developed as of the adoption of the Joint Plan, the menu shall allow up to 200 bonus dwelling units through participation in the TDR program described in SP-5.

The use of transfer of development rights (TDR's) is a land use practice used to preserve lands identified as "sending" sites by transferring the development to areas identified as "receiving" sites. In King County, some TDR's have been purchased from rural sending sites and 'banked' for future purchase and use on qualifying receiving sites. A single residential development right equals a single dwelling unit. Summit Place should serve as a receiving site for TDR's, as a tool to preserve rural, resource, forestry, agricultural or other lands identified for preservation. The use of TDR's as an amenity incentive on the Summit Place shall have limitations to ensure that a variety of amenities are utilized and to encourage TDR's from areas with proximity to Maple Valley. The transfer of TDR's from areas in unincorporated King County to the City of Maple Valley will necessitate an interlocal agreement in addition to regulatory provisions.

SP-5 Development Regulations shall allow, as one of the amenity incentives, up to a maximum of 200 bonus dwelling units through the purchase of qualifying TDRs to be used on the Summit Place site. Qualifying TDRs must be purchased, at the developer's sole discretion, from one or more of the following three sources/areas: 1) from areas within the City of Maple Valley that are identified as sending sites by the City of Maple Valley; 2) from King County priority rural and/or resource land within approximately five miles of the boundary of the City of Maple Valley; and/or 3) TDR credits from the County's TDR bank. If the qualifying TDRs are credits purchased from the King County TDR Bank, the proceeds from the sale of the TDR credits should be used to purchase development rights from King County priority rural and/or resource land within approximately five miles of the boundary of the City of Maple Valley. In no event shall the maximum yield of 1,690 dwelling units be exceeded.

Commercial Uses, Design and Amount

Limited commercial development will help accomplish the Joint Planning goals for Summit Place; however the City of Maple Valley has already designated other commercial areas that can accommodate most of the long-term commercial needs of the City. Therefore, it is desired that commercial uses allow for a range of retail and office oriented uses and not any heavy industrial type uses. Through the use of architectural and landscaping standards, commercial development can incorporate design elements that provide both aesthetic appeal and a strong pedestrian atmosphere. Commercial uses can be accommodated in areas that provide vehicular access in proximity to arterial roadways, yet provide local and pedestrian access from nearby neighborhoods. It is not anticipated that retail areas be characterized by regional style shopping centers or large scale retail users, however retail oriented anchor uses that promote economic vitality while helping ensure a variety and mix of users is beneficial. Retail areas have the potential to include uses that provide personal and professional services, shopping, dining, entertainment and recreational uses.

SP-6 Summit Place commercial areas shall serve to enhance the community and support the predominately residential uses on the site.

The site and the City would benefit by some areas dedicated to office uses that would promote base employment opportunities, compliment the retail areas and provide transition between more intensive commercial areas and residential areas.

Mixed uses, generally characterized by two or more stories of multi-family residential over compatible commercial uses within the same building(s), can create a unique and lively environment. Through proper site-planning and design this type of use can provide another type of housing that can incorporate transit oriented design and by keeping residences and services in close proximity which may reduce vehicle trips and / or miles traveled.

SP-7 Mixed use development shall be encouraged within Summit Place.

Well planned, designed, scaled and integrated commercial retail oriented uses that include dining and entertainment uses shall not exceed 300,000 square feet and dedicated office uses shall not exceed an additional 80,000 square feet for Summit Place.

SP-8 Development regulations for Summit Place shall allow up to 300,000 square feet of commercial space (generally defined to include retail, office, and other commercial uses) and up to 80,000 bonus square feet which shall be limited to office space. In no case shall more than 25 acres of Summit Place be zoned or planned for commercial uses.

Open Space, Parks and Recreation

Open space, parks and recreation opportunities will enhance the livability of Summit Place and the City. Open space can be used to preserve environmentally sensitive areas, create places for landscaping and native vegetation, buffer land uses, promote tranquility and provide passive recreation. Parks of varying sizes and types can be created throughout the site to promote an active lifestyle, informal and formal recreation and accommodate neighborhood and community gatherings. Features such as playground equipment, picnic facilities, play fields and sport courts help make parks and recreation areas best serve the community. Trails, pathways, sidewalks and pedestrian features have the benefit of both providing recreational purposes as well as improved mobility.

SP-9 Open space, parks and recreation are integral to the quality of life in Maple Valley and shall be included within Summit Place. Amenity incentives to enable the upper range of allowed dwelling unit yield at Summit Place shall include provisions for additional open space, parks, and recreational opportunities.

SP-10 Summit place shall provide an interconnected network of trails, paths and sidewalks. Amenity incentives to enable the upper range of allowed dwelling unit yield at Summit Place shall include provisions for additional trail, path and sidewalk opportunities.

Roads, Utilities and Facilities

The site is currently served by an arterial roadway (SR516) to the north, a boulevard collector roadway to the south (SE280th Street), a neighborhood collector to the west (228th Avenue SE) and a designated boulevard collector roadway stub (SE 276th street) on the east. It is anticipated that some type of access to the site or portions of the site occur at each of these roadways. The City's Comprehensive plan identifies the long-term need for a connection between SR 516 and SR 169 in proximity of the northeast quadrant of the Summit Place site. The City's current transportation system has not included potential development of the Summit Place in the traffic model and forecasting. Updates to the City's Comprehensive Plan Transportation element will have to take into consideration the potential impacts from Summit Place and identify Level of Service impacts and necessary mitigation to maintain concurrency.

Park and ride and transit facilities are desired for the site. Summit Place should strive to mitigate its traffic impacts partially through accommodating these types of facilities through a variety of mechanisms and partnerships.

Fire Protection services are provided through Maple Valley Fire and Life Safety (King County Fire District #43). Impacts to their ability to provide service will have to be adequately analyzed and addressed through the development process and environmental (SEPA) review, which could include consideration of emergency facilities uses within the development.

The Tahoma School District likely will have some impacts related to future development of Summit Place. Currently the City imposes development impact fees for the District pursuant to its six year capital program and student enrollment forecasting. Development of Summit Place is expected to occur over many years of phasing and impact enrollment gradually. Coordination with the School District to ensure adequate facilities are available and impacts mitigated, will be required.

The site will be served by public water and sewer through the Covington Water District and Soos Creek Sewer District. Amendments to their Comprehensive Water and Sewer Plans will be necessitated in order to provide urban levels of service as contemplated by the Joint Plan. It is expected that with construction of on-site facilities provided with development, adequate water and sewer service can be provided.

SP-11 Urban service providers should update their comprehensive plans based on forecast growth and the Summit Place development contemplated by this Joint Plan to ensure that adequate public facilities and services are available to serve future planned development.

PROCESS AND NEXT STEPS

This Joint Plan, and the principles, policies and goals incorporated herein are to be adopted by both the City of Maple Valley and King County, necessitating action by the respective councils. The Joint Plan shall serve to provide the binding framework for the adoption of Comprehensive Plan designations and zoning, for the site. The City's and County's comprehensive plans for the site must be consistent with the Joint Plan.

Consideration and action on the Joint Plan will include submittal to the Washington State Department of Community, Trade and Economic Development (CTED). Concurrent with review by CTED, the City of Maple Valley and King County will be considering the draft Joint Plan. Maple Valley's Planning Commission will accept public comment and hold a public hearing prior to taking action on a recommendation to the City Council. A non-project review under the State Environmental Policy Act (SEPA) will occur during this process as well.

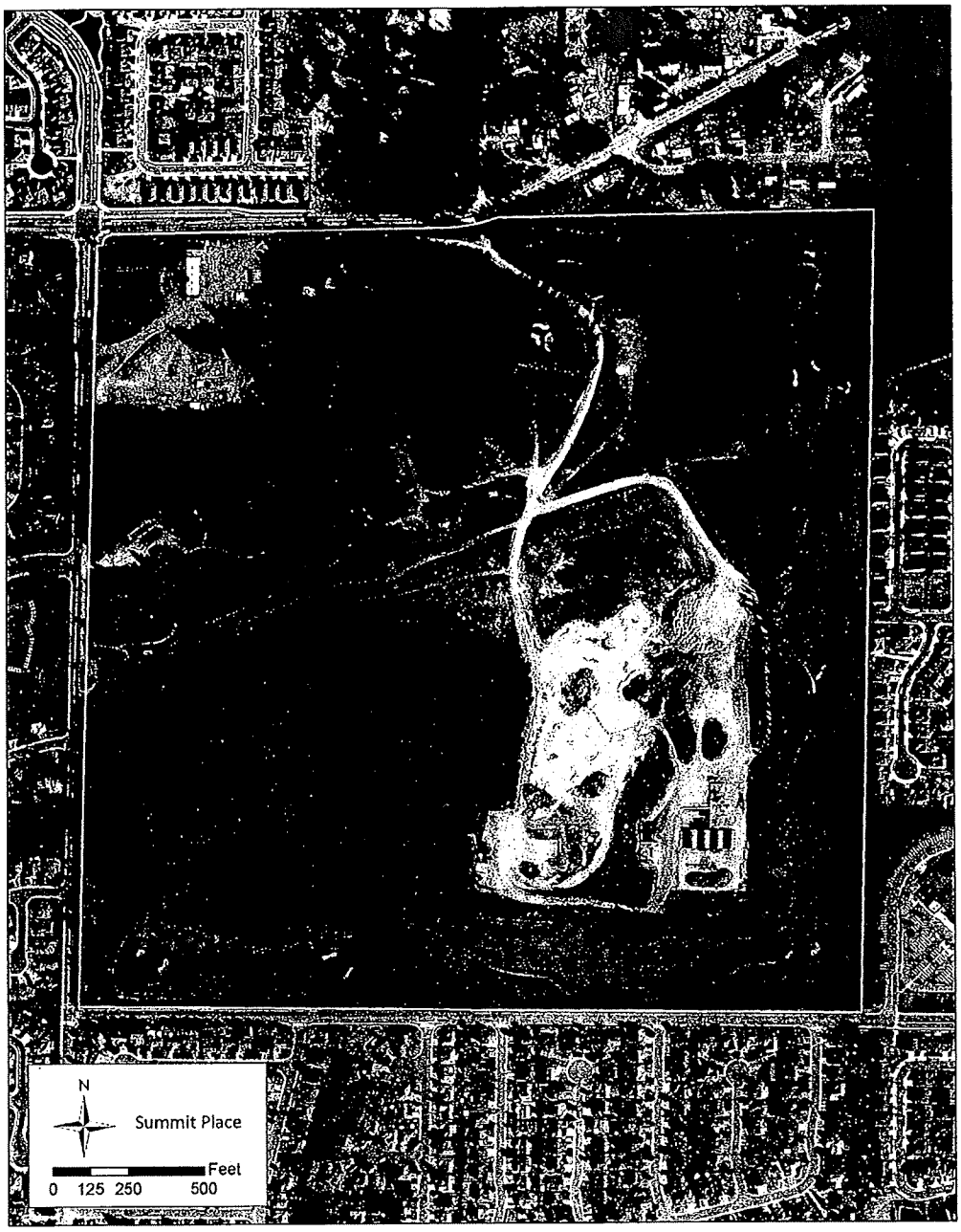
Subsequent to the adoption of this Joint Plan, Maple Valley is expected to proceed with adopting amendments to its Comprehensive Plan and Zoning consistent with this Joint Plan. As stated in the MOA, the goal for having the Joint Plan and Maple Valley's Comprehensive Plan and Zoning adopted is June 30, 2009. All parties are making the best efforts to achieve this goal. Assuming the goals are met and the City adopts Comprehensive Plan and pre-annexation zoning designations consistent with the Joint Planning Agreement, the City and County will proceed with negotiating annexation of the area to Maple Valley with the goal of achieving annexation by November 1, 2009.

Ultimately, Comprehensive Plan future land use designations and zoning will be consistent with the final adopted Joint Plan. Since the Joint Plan provides that a range of uses, types of development and densities be achieved, a Master Planning process holds the most promise for achieving the joint planning goals. This type of process and designation is typically expressed as an Urban Planned Development, Master Planned Development, Planned Developed District, Planned Unit Development or similar characterization. A well crafted planned development code and designation can provide flexibility from the rigid standards in conventional zoning provisions when the intent, goals, mitigation and public benefits are achieved.

APPENDICES

Appendices A,B,C, attached.

Appendix A



APPENDIX B

Example of Attainable Incentives for Summit Place

Summit Place Incentives		
Incentive	**Examples**	**Value (%or # of units)**
Open Space	Aesthetic & passive use	Values and / or ranking to be determined through Maple Valley planning process
Trails	Internal circulation & external connection	
Neighborhood Active Recreation	Tot lots, small playfields, sport courts	
Community Active Recreation	Large playfields	
Low Impact Development (LID)	Pervious sidewalks, swales, rain gardens	
Green Building	LEED, LEED NH, Built Green	
Unified Design Concept	More cohesiveness	
Tree/ vegetation Retention	retain trees & vegetation	
Age-in place housing/small housing	Universal design, detached houses < 1500ft^2 , cottage housing	
Mixed Use	Building with ground floor commercial and housing above	
Transit supportive infrastructure	Transit facility on Kent-Kangley Rd, other	
Structured Parking	Below grade, commercial & residential	
Senior housing	Senior specific housing, assisted living	
Civic Uses	Library facility, public safety, school dist., gyms, recreation center, etc	
Commercial Recreation uses	Movie Theatre, ice rink, bowling alley,	
Transfer of Development Rights (TDRs)	Overall, local areas, maximum allowed	
Total		**Minimum 945 units (630 max. may be used on Summit Place)**
Other amenties may be added as part of the public process and adopted with zoning		

Appendix C

MEMORANDUM OF AGREEMENT

REGARDING JOINT PLANNING, INTERIM ZONING,

PRE-ANNEXATION ZONING, AND FUTURE ANNEXATION OF

THE SUMMIT PIT PROPERTY

THIS AGREEMENT is made this 1st day of October, 2008 by and among the City of Maple Valley ("City"), a Washington municipal corporation, King County ("County"), a political subdivision of the State of Washington, and Summit Place 156 LLC ("Developer"), a Washington limited liability company.

RECITALS

WHEREAS, the County owns and is in the process of selling to Developer, the real property legally described in the attached Exhibit A (the "Property"); and

WHEREAS, the Property is completely surrounded by the City but is located outside of the Urban Growth Area (UGA) within unincorporated King County; and

WHEREAS, the County seeks to have the Property brought within the UGA, as designated by King County pursuant to the Washington State Growth Management Act, Ch. 36.70A RCW (GMA); and

WHEREAS, the Countywide Planning Policies adopted, approved, and amended by the County Council and ratified by the cities within the County, establish a process for altering the UGA and rules for designating a city's potential annexation areas within the countywide urban growth boundary; and

WHEREAS, the City has opposed the County's proposal to bring the Property within the UGA because the County had not completed a joint planning process with the City; and

WHEREAS, the Growth Management Planning Council deferred making a recommendation on the County's UGA proposal until October 2, 2008 to give the City and the County an opportunity to negotiate a joint planning agreement; and

WHEREAS, the City is willing to withdraw its opposition to the County's UGA proposal in exchange for the Parties' willingness to enter into this joint planning agreement; and

WHEREAS, the Developer desires to acquire the Property to develop it for residential and non-residential uses, and the Developer and the County have finished

negotiating a Real Estate Purchase and Sale Agreement concerning the Property (the "PSA"); and

WHEREAS, the City desires to annex the Property in the event it is brought into the UGA; and

WHEREAS, the City and the County have a significant interest in the manner in which the Property may be developed; and

WHEREAS, because of the Property's location, the development of the Property should be consistent with the land use plan resulting from the joint planning process and the impacts of such development upon the surrounding property should be appropriately mitigated; and

WHEREAS, all parties acknowledge that it is in their best interests to cooperate with regard to the adoption of the comprehensive plan land use designations, development regulations, environmental analysis and permit application processing for the development of the Property, so that the above concerns are addressed, and public money is not wasted in unnecessary administrative or judicial appeals or other litigation; and

WHEREAS, the parties acknowledge that the development of the Property could become a significant source of revenue to the City, in terms of property taxes, real estate excise tax, sales taxes, and impact fees if annexed to the City in a timely manner; and

WHEREAS, all parties desire to describe and implement an orderly procedure that will accomplish the above goals, to be consistent with applicable law; and

WHEREAS, all parties acknowledge the need to accomplish the above goals in a short time frame, so this Agreement is intended to be the first in a series of formal agreements that will address the land use planning, annexation, and development of the Property;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City, the County, and the Developer agree as follows:

1. Purpose Statement. The purposes of this Agreement are as follows:

    a. For the County and the Developer:

        i. To obtain the City's support for and withdrawal of opposition to the pending UGA amendment that would urbanize the Property; and

    b. For the City:

i. To obtain assurances from the County and the Developer that they will negotiate with the City in good-faith with the goal of achieving annexation of the Property to the City before the Developer submits an application for development of the Property.

2. Executive's Advocacy of Revised Planning and Zoning Proposal. In addition to signing this Agreement, the County Executive shall make every reasonable effort to express to the County Council, in writing, his support for the comprehensive plan and area zoning designations described in Paragraph 3, below.

3. Description of Revised Planning and Zoning Proposal. The County Executive shall make every reasonable effort to encourage the County Council to introduce and adopt an amendment to the Executive's proposed 2008 Comprehensive Plan and zoning amendments for the Property so that the comprehensive plan designation for the Property shall be Urban Planned Development, and the zoning for the Property shall be Urban Reserve (UR) with an Urban Planned Development (UPD) overlay.

4. Urban Growth Area. The Parties contemplate that the County Executive's current proposal to bring the Property within the Urban Growth Area and the City's Potential Annexation Area will proceed forward for simultaneous consideration with the UR / UPD zoning referenced above. Any amendment of the UGA boundary that renders the Property urban without simultaneous adoption of the Comprehensive Plan and zoning designations described in Paragraph 3, above, shall defeat the goals and purposes of this Agreement. If the County Council adopts a Comprehensive Plan designation or zoning for the property other than what is contemplated in this Agreement, the Parties expect that the City will, among other available remedies, seek to have the cities within the County take affirmative action to not ratify the inclusion of the Property within the UGA. The Parties acknowledge that the City's withdrawal of its opposition to the proposed UGA change before the Growth Management Planning Council is predicated upon the terms of this Agreement and, specifically, the County's adoption of the Comprehensive Plan designation and zoning described herein. If the County Council adopts, and the County Executive thereafter approves, the Urban Planned Development comprehensive plan designation, the UR / UPD zoning, and the placement of the Property within the City's UGA and Potential Annexation Area, then the City agrees that it shall not challenge or otherwise seek review of such legislative action before the Central Puget Sound Growth Management Hearings Board pursuant to RCW 36.70A.280 and .290.

5. Joint Planning Interlocal. Within fifteen (15) days after execution of this Agreement, planning staff from the City and County shall begin to negotiate a joint planning agreement that will cover the general goals, principles, and policies to be considered when adopting future land use designations and zoning for the Property. City and County planning staff shall meet in person at least twice per month until a joint planning interlocal agreement has been transmitted to their respective Councils for consideration and action. The Developer's representatives

shall be invited to attend these meetings, but their attendance shall not be required. The parties have established a goal to have a joint planning interlocal agreement adopted by both legislative bodies by June 30, 2009. In order to effectuate the purpose of this Agreement, the parties understand that any future zoning for the Property, including the pre-annexation zoning contemplated by Paragraph 6, must be consistent with the joint planning agreement that is adopted by the parties.

6. City's Pre-annexation Zoning. Concurrently with the joint planning negotiations described above, the City shall evaluate and adopt pre-annexation zoning for the Property.

    a. As of the date of this Agreement, the City Council has directed the Planning Commission to analyze and consider application of the City's R-6 zoning regulation to the Property upon annexation.

    b. As part of the pre-annexation zoning process, the Developer, the County, and/or any other member of the public, may propose an alternative zoning classification on the Property. If an alternative zoning classification is proposed, then on or before December 31, 2008, the following materials must be provided to the City in order to initiate the process: (1) Draft zoning regulation that is being proposed by the Developer, County, and/or any other member of the public; and (2) SEPA Checklist.

    c. The City agrees to consider employing two-stage phased SEPA review of development of the Property pursuant to WAC 197-11-060(5), with the first phase being broader SEPA review at the nonproject pre-annexation zoning stage, and the second phase being narrower, more detailed SEPA review at the time that a specific development proposal for the Property is submitted to the City.

    d. The City Council shall make every reasonable effort to take final action on the pre-annexation zoning ordinance on or before June 30, 2009.

7. City's Comprehensive Plan. Concurrently with the joint planning and pre-annexation zoning described above, the City shall prepare a set of comprehensive plan amendments for the Property. These comprehensive plan amendments shall take the form of a subarea plan for the Property, which may be adopted outside of the City's annual GMA update process pursuant to RCW 36.70A.130(2)(a)(i).

8. Annexation.

    a. If the County Council includes the Property within the City's UGA and Potential Annexation Area, then, within thirty (30) days after adoption of the UGA amendment, the Executive shall transmit to the County Council for consideration and action a proposal to commence negotiations for an interlocal agreement to annex the Property to the City pursuant to RCW

35A.14.460(1). The City Manager shall transmit a resolution to the City Council proposing the same.

b. If both Councils adopt their respective actions as referenced above in 8(a) to commence negotiations, then appropriate City and County staff shall meet in person at least twice per month until an interlocal agreement to annex has been negotiated and transmitted to their respective Councils for consideration and action. The Developer's representatives shall be invited to attend these meetings, but their attendance shall not be required. The Parties have established a non-binding goal to have annexation occur by November 1, 2009.

c. The commencement of such negotiations shall not in any way bind the Parties to approve an annexation agreement.

d. The Parties' goal is to effect annexation of the Property to the City at a time that allows the City to fully realize all excise and sales tax revenue generated by the development of the Property.

9. Waiver of Right to Submit Development Applications. The County, in its capacity as owner of the Property, and the Developer, in its capacity as the prospective purchaser of the Property, in consideration of the terms of this Agreement, temporarily waive their rights to submit and vest applications for development of the Property. This temporary waiver shall expire upon the latter of (i) twelve (12) months after the Effective Date or (ii) December 31, 2009. For the purposes of this waiver, "applications for development" shall include, but not be limited to, any application for any project permit as that term is defined in RCW 36.70B.020, as well as any land use proposal for legislative action such as a comprehensive plan amendment or area-wide rezone and specifically including an urban planned development application. For the purposes of this Paragraph, Paragraph 8, above, and Paragraph 12, below, the Effective Date shall be the effective date of the County ordinance that authorizes the terms and conditions set forth in the PSA between the County and the Developer. This waiver shall not apply to the following applications for development of the Property:

a. Applications for development of the Property that are submitted to the City after annexation; and

b. Applications submitted by the County for the sole purpose of allowing the County to operate its road maintenance facilities and/or consolidate its road maintenance operations on the Property with the Developer.

c. An application for a short subdivision, provided that such an application may be submitted only for the sole purpose of facilitating the phased-takedown closing set forth in the PSA.

10. Purchase and Sale Agreement. The County and the Developer hereby represent that the terms of the PSA will not materially frustrate or be inconsistent with the Purpose Statement set forth in Paragraph 1 of this Agreement.

11. Ratification. Within thirty (30) days of the execution of this Agreement, the County Executive and City Manager shall transmit a request to ratify this Agreement to their respective Councils for consideration at the soonest possible Council meeting.

12. Mediation. If an interlocal agreement between the City and the County, providing for annexation of the Property to the City, has not been executed by November 1, 2009, or within 300 days after the Effective Date, whichever comes first, the Parties shall attempt to resolve any disputes that are preventing immediate annexation by mediating with a mediator appointed by DCTED. If necessary, any such mediation shall commence sometime in November 2009.

13. Interpretation. This Agreement was drafted by negotiation by counsel for the parties, and there shall not be a presumption or construction against either party. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only.

14. Binding Nature of Agreement. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their successors.

15. Severability. If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

16. Recording. This Agreement may be recorded against the Property to ensure that prospective purchasers are notified of its terms.

AGREED TO THIS 1st DAY OF OCTOBER, 2008 BY:

Ron Sims
King County Executive

Christy A. Todd
Interim City Manager, City of Maple Valley

Laure Iddings
Mayor, City of Maple Valley

Summit Place 156 LLC,
a Washington limited liability company

By: BRNW, Inc., its Member

By: _____
Brian Ross, President

APPROVED AS TO FORM BY:

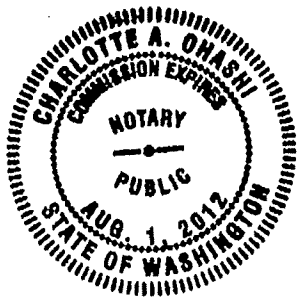
Darren Carnell
Senior Deputy Prosecuting Attorney

Jeff Taraday
Interim City Attorney

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Brian Ross, the President of BRNW, Inc., managing member of Summit Place 156 LLC, known to me to be the Developer that executed the foregoing instrument, and acknowledged such instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2ND day of OCTOBER, 2008.



Printed Name CHARLOTTE A. OHASHI
NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE
My Commission Expires 8/01/12

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Christy Todd, the OFFICIAL Interim City Manager of the City of Maple Valley, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of October, 2008.

IRVALENE M. MONI NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-25-11

Printed Name IRVALENE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Laure Iddings, the OFFICIAL Mayor of the City of Maple Valley, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of October, 2008.

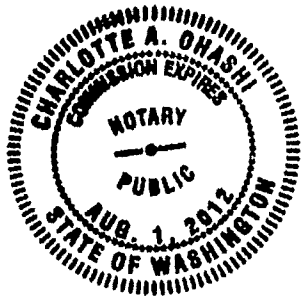
IRVALENE M. MONI NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-25-11

Printed Name IRVALENE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Ron Sims, the Executive of King County, known to me to be the County that executed the foregoing instrument, and acknowledged such instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2ND day of October, 2008.



Printed Name CHARLOTTE A. OHASHI
NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE
My Commission Expires 8/01/12

CONFORMED COPY

Return Address:
City of Maple Valley
attn: Christy Todd, City Attorney
P.O. Box 320
Maple Valley, WA 98038

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CITY OF MAPLE AG 70.00
PAGE-001 OF 008
04/06/2010 12:03

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)
1. First Amendment to Memorandum of Agreement Regarding Joint Planning, Interim Zoning, Pre-Annexation Zoning, and Future Annexation of Summit Pit Property.

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page 200810060000660 of document

Grantor(s) Exactly as name(s) appear on document
1. King County, Summit Place 156 LLC
2. City of Maple Valley,
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. Same as above - agreement for mutual
2. Cooperation,
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
NW qtr, Sec. 34, Tnsp 22N, Rge 6 EWM, in King County, WA (Note: There is no exchange, transfer, or
Additional legal is on page _____ of document. encombrance of any real property.)

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned 3422069006

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____ Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

COPY

Attachment A

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING JOINT PLANNING, INTERIM ZONING, PREANNEXATION ZONING, AND FUTURE ANNEXATION OF THE SUMMIT PIT PROPERTY

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT REGARDING JOINT PLANNING, INTERIM ZONING, PREANNEXATION ZONING, AND FUTURE ANNEXATION OF THE SUMMIT PIT PROPERTY (the "Amendment") is made and entered into effective the 23rd day of February, 2010 among KING COUNTY, a municipal corporation and political subdivision of the State of Washington (the "County"), the CITY OF MAPLE VALLEY (the "City") and SUMMIT PLACE 156 LLC, a Washington limited liability company ("Developer").

Whereas the City, County and Developer entered into that certain Memorandum of Agreement dated October 1, 2008 (the "MOA") which provided for a cooperative effort in joint planning, interim zoning, pre-annexation zoning and annexation of the Summit Pit Property, (the "Property"); and

Whereas two parties to the MOA, the County and the Developer have entered into an amendment to the Real Estate Purchase and Sale Agreement; and

Whereas all parties to the MOA have agreed to amend the Section 9 of the MOA "Waiver of Right to Submit Development Applications to extend the expiration of this waiver ;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City, the County and the Developer agree that Section 9 of the MOA dated October 1, 2008, is hereby amended to read as follows:

Waiver of Right to Submit Development Applications. The County, in its capacity as owner of the Property, and the Developer, in its capacity as the prospective purchaser of the Property, in consideration of the terms of this Agreement, waive their rights to submit and vest applications for development of the Property for the following time periods. For King County, in its capacity as owner of the Property, this waiver shall expire February 20, 2012. For the Developer, this waiver expires upon annexation of the Property by the City of Maple Valley. For the purposes of this waiver, "applications for development" shall include, but not be limited to, any application for any project permit as that term is defined in RCW 36.70B.020, as well as any land use proposal for legislative action such as a comprehensive plan amendment or area-wide rezone and specifically including an urban planned development application. For the purposes of the Paragraph, Paragraph 8, above, and Paragraph 12, below, the Effective Date shall be the effective date of the County ordinance that authorizes the terms and conditions

Attachment A

set forth in the PSA between the County and the Developer. This waiver shall not apply to the following applications for development of the Property:

a. Applications for development of the Property that are submitted to the City after annexation; and

b. Applications submitted by the County for the sole purpose of allowing the County to operate its road maintenance facilities and/or consolidate its road maintenance operations on the Property with the Developer; and

c. An application for a short subdivision, provided that such an application may be submitted only of the sole purpose of facilitating the phased-takedown closing set forth in the PSA.

AGREED TO THIS 23rd DAY OF FEBRUARY, 2010 BY:

Dow Constantine

King County Executive

David Johnston

City Manager, City of Maple Valley

Noel Gerken

Mayor, City of Maple Valley

Motion 13150

2-16-10

Attachment A

SUMMIT PLACE 156 LLC

A Washington Limited Liability Company

By BRNW. Inc., Member

Brian Ross, President

APPROVED AS TO FORM BY:

Deputy Prosecutor, King County

Christy Todd

Maple Valley City Attorney

Counsel to Summit Place 156, L.L.C.

Attachment A

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Brian Ross, the President of BRNW, Inc, Member Summit Place156, LLC known to me to be the Buyer that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of February, 2010.

DANA LYNN MERENESS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 03-28-13

Printed Name Dana Lynn Mereness
NOTARY PUBLIC in and for the State of Washington,
residing at Edmonds, WA
My Commission Expires 3/28/13

Attachment A

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me Dow Constantine, the Executive of King County, known to me to be the Seller that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19th day of Feb, 2010.

Printed Name ELLEN HULETT
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My Commission Expires Jan 8, 2012

ELLEN L. HULETT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JAN. 08, 2012

Attachment A

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this day personally appeared before me DAVID H. JOHNSTON, the CITY MANAGER of the CITY OF MAPLE VALLEY, WA known to me to be the City Official that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of FEBRUARY, 2010.

IRVALENE M. MONI
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
12-25-11

Printed Name IRVALENE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011

Attachment A

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me NOEL T. GERKEN, the MAYOR of the CITY OF MAPLE VALLEY known to me to be the City Official that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23RD day of FEBRUARY, 2010.

IRVALENE M. MONI
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
12-25-11

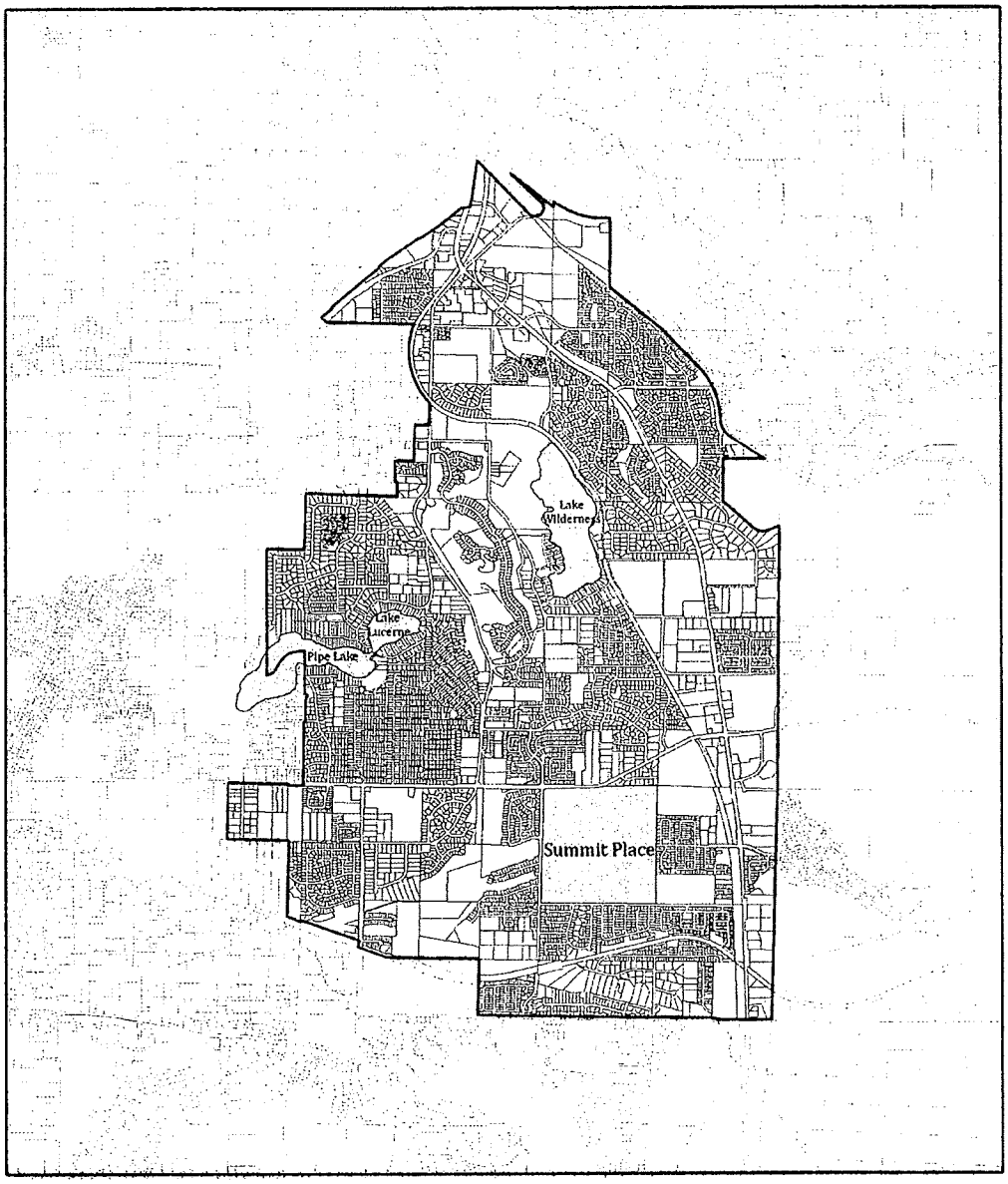
Printed Name IRVALENE M. MONI
NOTARY PUBLIC in and for the State of Washington,
residing at KING COUNTY
My Commission Expires 12-25-2011

Attachment 2
to Interlocal Agreement between King County and the City of Maple Valley
Adopting the Joint Plan for Summit Place

LEGAL DESCRIPTION FOR SUMMIT PLACE PROPERTY

The northwest quarter of Section 34, Township 22 North, Range 6 East, W.M., in King County, Washington; EXCEPTING there from that portion conveyed by instrument recorded under Recording Number 8905110590, in King County, Washington; AND EXCEPT that portion conveyed to the city of Maple Valley by deed under Recorder's No. 20040824000981. And SUBJECT TO: Easement for Slope and Sidewalk conveyed to the city of Maple Valley under Recorder's No. 20040824000980 and Easement for Slope conveyed to the city of Maple Valley under Recorder's No. 20040824000982.

Attachment 3
to Interlocal Agreement between King County and the City of Maple Valley
Adopting the Joint Plan for Summit Place



The City of MAPLE VALLEY

Map created by: E Green
Date created: 1-28-09
This is not an offical document.
Please contact the Planning Department
for site specific information.

N

0 0.25 0.5 Miles

City of Maple Valley
Featuring Summit Place