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The City of Covington is a destination community where citizens, businesses and civic leaders collaborate to preserve and foster a strong sense of unity.

PLANNING COMMISSION AGENDA
March 16, 2017
6:30 PM

CALL TO ORDER

ROLL CALL
Chair Bill Judd, Vice Chair Paul Max, Chele Dimmett, Jennifer Gilbert-Smith, Jonathan Ingram, Jim Langehough, & Alex White

PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AGENDA

1. Minutes from March 2, 2017

CITIZEN COMMENTS - *Note: The Citizen Comment period is to provide the opportunity for members of the audience to address the Commission on items either not on the agenda or not listed as a Public Hearing. The Chair will open this portion of the meeting and ask for a show of hands of those persons wishing to address the Commission. When recognized, please approach the podium, give your name and city of residence, and state the matter of your interest. If your interest is an Agenda Item, the Chair may suggest that your comments wait until that time. Citizen comments will be limited to four minutes for Citizen Comments and four minutes for Unfinished Business. If you require more than the allotted time, your item will be placed on the next agenda. If you anticipate your comments taking longer than the allotted time, you are encouraged to contact the Planning Department ten days in advance of the meeting so your item may be placed on the next available agenda.*

UNFINISHED BUSINESS – None

PUBLIC HEARING – Action Required

1. Public Hearing, Discussion and Recommendation to City Council on Lakepointe Urban Village Boundary Line Adjustment, Zoning Map Amendment, and Development Agreement (DA)

NEW BUSINESS – None

ATTENDANCE VOTE

PUBLIC COMMENT: (Same rules apply as stated in the 1st CITIZEN COMMENTS)

COMMENTS AND COMMUNICATIONS OF COMMISSIONERS AND STAFF

ADJOURN

CITY OF COVINGTON
Planning Commission Minutes

March 2, 2017 **City Hall Council Chambers**

CALL TO ORDER
The regular meeting of the Planning Commission was called to order at 6:32 p.m.

MEMBERS PRESENT
Chele Dimmett, Jennifer Gilbert-Smith, Jonathan Ingram, Bill Judd, Jim Langehough, Paul Max and Alex White

MEMBERS ABSENT - **None**

STAFF PRESENT
Richard Hart, Community Development Director
Ann Mueller, Senior Planner
Kelly Thompson, Planning Commission Secretary

APPROVAL OF MINUTES AND AGENDA

- **1. Commissioner White moved and Commissioner Ingram seconded to approve the January 19, 2017 minutes and agenda. Motion carried 7-0.**

CITIZEN COMMENTS - None

UNFINISHED BUSINESS - None

PUBLIC HEARING - None

NEW BUSINESS

2. Discussion of Lakepointe Village Rezoning, Boundary Line Adjustment & Proposed Development Agreement

Community Development Director, Richard Hart provided a brief introduction on the status of the Lakepointe Urban Village and reviewed the staff memo provided in the Planning Commission packet. He addressed the proposed connection to 191st Street. He shared that the city has no control over the chain of hotel that may be proposed for this development. The city only determines the zoning and the allowed uses for each zone. The Planning Commission will be holding the Public Hearing to receive public testimony on Thursday, March 16, 2017.

Colin Lund from Oakpointe Development addressed the Planning Commission. He has been part of this development since 2007. In response to a question on access from Commissioner Ingram, he responded that they will not be widening of the overpass at 256th. This site is a former gravel pit that is currently going through reclamation with permits issued by the state. He discussed the phases of the development and the purpose of the Development Agreement (DA). They will still apply for commercial and residential site development and all applicable permits. He explained that the definitions in the agreement are consistent with those in the Covington Municipal Code. He provided some examples of items outlined in the DA that included deviations from the commercial frontage requirements and how they mitigate not meeting that requirement. With regard to on site recreation, they want larger consolidated parks as opposed to more, smaller parks. The DA covers the design review process, environmental review, mitigation and transportation. He addressed the buffer along the southwest portion of the development that residents had requested. They are planning for a boutique hotel near the pond and another more moderately priced hotel in the southwest corner of the site. They do have significant interest from a movie theater and showed an example of one of the two required public gathering spaces. They have taken rain protection into consideration with canopies and provided other amenities into the design.

Chair Judd asked about their other responses to public input. Mr. Hart said they increased the buffers, moved the hotel, and rotated it 25 feet away from the residents on nearby properties.

Commissioner Ingram asked about the number of residents. Mr. Lund responded that they anticipate approximately 1500 dwelling units which would include multi-family and some single family.

Commissioner Ingram asked about the impact of this new development on the Puget Sound Regional Council's (PSRC) concern for too much growth in Covington. Mr. Hart responded that this development was included the numbers we provided PSRC as part of our growth targets.

Commissioner White asked about the wetland buffer along Jenkins Creek. Mr. Lund said that they will be doing a stewardship plan and remove any debris. He asked whether the trails would be paved. Many will be paved, but in buffers they may have to account for water quality and drainage.

ATTENDANCE VOTE - None

PUBLIC COMMENTS

Elizabeth Porter, 25832 188th Ave SE- She appreciated the open house and the developer listening to their concerns about the green belt buffer. She asks that they still be mindful of the property's original use. She does not want a hotel and feels it will decrease their property value.

Cheryl Ward, 25826 188th Ave SE – She attended the open house and appreciated hearing the information the developer provided. She attended the workshops. She did not recall any discussion of a hotel being part of the development. She is concerned about noise, traffic and lights. They appreciate that it will not be a low budget hotel, but they would prefer town homes.

COMMENTS AND COMMUNICATIONS FROM STAFF

Mr. Hart said the area where the hotel will be located has been indicated as commercial use since the Sub Area Plan and Planned Action Ordinance. Mr. Hart asked that the public commenters contact staff with regard to their specific concerns.

ADJOURN

The March 2, 2017, Planning Commission Meeting adjourned at 7:50 p.m.

Respectfully submitted,

_____

Kelly Thompson, Planning Commission Secretary

City of Covington
16720 SE 271st St. Suite 100
Covington, WA 98042

City Hall – 253.480.2400
www.covingtonwa.gov

DATE: March 16, 2017

TO: Planning Commission

RECOMMENDED BY: Richard Hart, Community Development Director

PREPARED BY: Ann Mueller, Senior Planner

SUBJECT: PUBLIC HEARING FOR CONSIDERATION OF A DEVELPOMENT AGREEMENT (LU16-0026) FOR THE LAKEPOINTE URBAN VILLAGE SUBAREA IN ASSOCIATION WITH A ZONING MAP AMENDMENT (LU16-0025) AND BOUNDARY LINE ADJUSTMENT (LU16-0024).

ATTACHMENT(S):

1. Cover letter & Draft Development Agreement (All exhibits will be available electronically)
2. Cover letter & Proposed Zoning Map Amendment Application
3. Proposed Boundary Line Adjustment Survey
4. Subarea Design Standards Exhibit P of the Development Agreement
5. Comment Letters received during the 21-day Notice of Applications comment period & Oakpointe's response.
6. SEPA Addendum to Hawk Property Final EIS

BACKGROUND:

Starting in 2013, the Covington community has been planning for the development of what was once the Lakeside Gravel Mine in the area now designated as the Lakepointe Urban Village Subarea (Subarea) on the Future Land Use Map in Covington's adopted 2015-2035 Comprehensive Plan (formerly referred to as the Hawk Property or the Hawk Property Subarea Plan adopted by Ord. # 01-04). The Subarea is located southeast of State Route 18 (SR 18) in the northern portion of the city and is a total of 214.08 acres with six parcels: five of the parcels (APNs: 1922069041, 3022069001, 2022069152, 2922069162, and 2022069012) consisting of 213.51 acres are owned by the Hughs Family and Hawk Family (Hawk Property Owners) and one parcel (APN 3022069090) with 0.57 acres is owned by the Master Developer, Oakpointe Land Covington (Oakpointe or Master Developer).

In 2014, after public outreach and input, the city approved a Subarea Plan (Ord. #01-14), a Planned Action (Ord. #04-14) and associated code and comprehensive plan amendments (Ord. #02-14 & #03-14) to implement the goals and key features of the Subarea Plan, to guide future development in the subarea (from mining to an urban village with mixed-use commercial and residential), and provide for a streamlined environmental review of future development proposals through a SEPA Planned Action.

Specific development goals were identified in the approved Subarea Plan based on concepts and ideas gathered from the property owners, master developer, community members, and city staff and officials at a series of workshops, open houses and public meetings which included the following:

- To plan for future development of the [Lakepointe Urban Village Subarea] in Covington's Northern Gateway area by defining future land use options;
- To protect environmentally sensitive areas while fostering economic development;
- To create an urban village with a variety of housing types, regional commercial and related employment, and public parks, open space and trail facilities that are unique but secondary to Covington's downtown;

- To plan for an orderly transition of the [Lakepointe Urban Village] Subarea from a reclaimed mineral extraction site to urban uses appropriate for its location in Covington's Northern Gateway;
- To improve transportation mobility in the area with a new arterial connection between SR 18 and 204th Avenue SE through the subarea and the connection to SE 272nd Street;
- To provide housing options, such as multifamily, townhomes, and small lot single family homes, that are not widely available in Covington; and
- To provide unique open space amenities such as an on-site pond and parks, and provide access to the regional trail system such as the Tri-City/Covington Highlands Trail.

Furthermore, through the public process "Key Features" were identified to define the sense of place for the Lakepointe Urban Village Subarea which included:

- A mix of large-format retail and local/iconic retail that will provide regional shopping and employment opportunities that will draw visitors from neighboring communities;
- A mixture of high-quality single-family neighborhoods, town home clusters, and multifamily buildings at varying densities that will provide a range of housing choices and distinct residential experiences within the subarea;
- A central pond feature that will serve as a focal point, with public gathering space and recreational amenities for residents and visitors to the urban village;
- Protected natural features along Jenkins Creek and the steep slope area on the southern edge of the subarea; and
- On-site parks and trails that will serve the recreational needs of the area residents and provide access to regional recreational resources.

These key features were incorporated into two conceptual site plans (minimum and maximum development) included in the Subarea Plan.

Conceptual Site Plan - Maximum

Proposal Overview

Pursuant to CMC 18.114 – Development Agreements, Covington code allows the city council to approve specific deviations from zoning requirements with the execution of a development agreement with the developer. To qualify for a development agreement, the developer must provide a "public benefit" over and above what is required in the city's code for a standard development. Consistent with CMC 18.114.040 a development agreement must accompany and be processed in conjunction with an associated and underlying land use application(s). The Lakepointe Urban Village Development Agreement application (Attachment 1) is accompanied by two land use applications: a Zoning Map Amendment (ZMA) (LU16-0025) (Attachment 2) for the entire subarea (214.08 acres), and a Boundary Line Adjustment (BLA) (LU16-0024) (Attachment 3) for the five parcels owned by the Hawks Property Owners.

The land use application and approval process in CMC 14.30.040 guides how the Development Agreement and associated land use applications will be processed. These three applications are being reviewed concurrently in accordance with the highest numbered procedure required for any part of the application. In accordance with CMC 18.114.040, the Development Agreement is being processed in conjunction with the Boundary Line Adjustment (a Type 1 Application) and a Zoning Map Amendment (a legislative decision). The Community Development Director issues the final decision for the Boundary Line Adjustment, and the City Council issues the final decision for the Development Agreement and Zoning Map Amendment. As provided for in RCW 36.70B.170, the development agreement reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Processing, Noticing and Public Hearing Overview	
Date of Application(s) Submission (LU16-0024, LU16-0025, & LU16-0026) by Oakpointe	*11/21/2016*
Notice of Complete Applications/Request for corrections and additional information from City	*12/16/2016*
Notice of Application to public • Published in Covington Reporter on Dec 30, 2016 • Posted on City Website on Dec. 30, 2016 • Posted on 3 notice boards on Dec. 30, 2016 • Mailed to agency contacts and properties w/in 500' on Dec. 27, 2016 • Posted at City Hall on Dec. 27, 2016	*12/30/2016*
21 Day Public Comment Period ended	*1/20/2017*
Revised application material submitted by Oakpointe to city	*2/2/2017*
60-day notice to Commerce (RCW36.70A.106)	*2/9/2017*
Minor revisions to Boundary Line Adjustment survey submitted by Oakpointe.	*2/28/2017* *3/6/2017*
Master Developer presentation to the Planning Commission	*3/2/2017*
Planning Commission Public Hearing/Recommendation to City Council *Notice of Public Hearing* • Published in Covington Reporter on Feb. 24, 2017 • Posted on City Website on Feb 24, 2017 • Posted on 3 notice boards on Mar. 2, 2017 • Mailed to parties of record, agency contacts and properties w/in 500' on Mar. 2, 2017 • Courtesy mail to attendees at Jan. 11, 2017 Public Open House on Mar. 2, 2017 • Posted at City Hall on March 2, 2017	*3/16/2017*
City Council Public Hearing/ Meetings(s)	
City Council Decision	

Boundary Line Adjustment (LU16-0024)

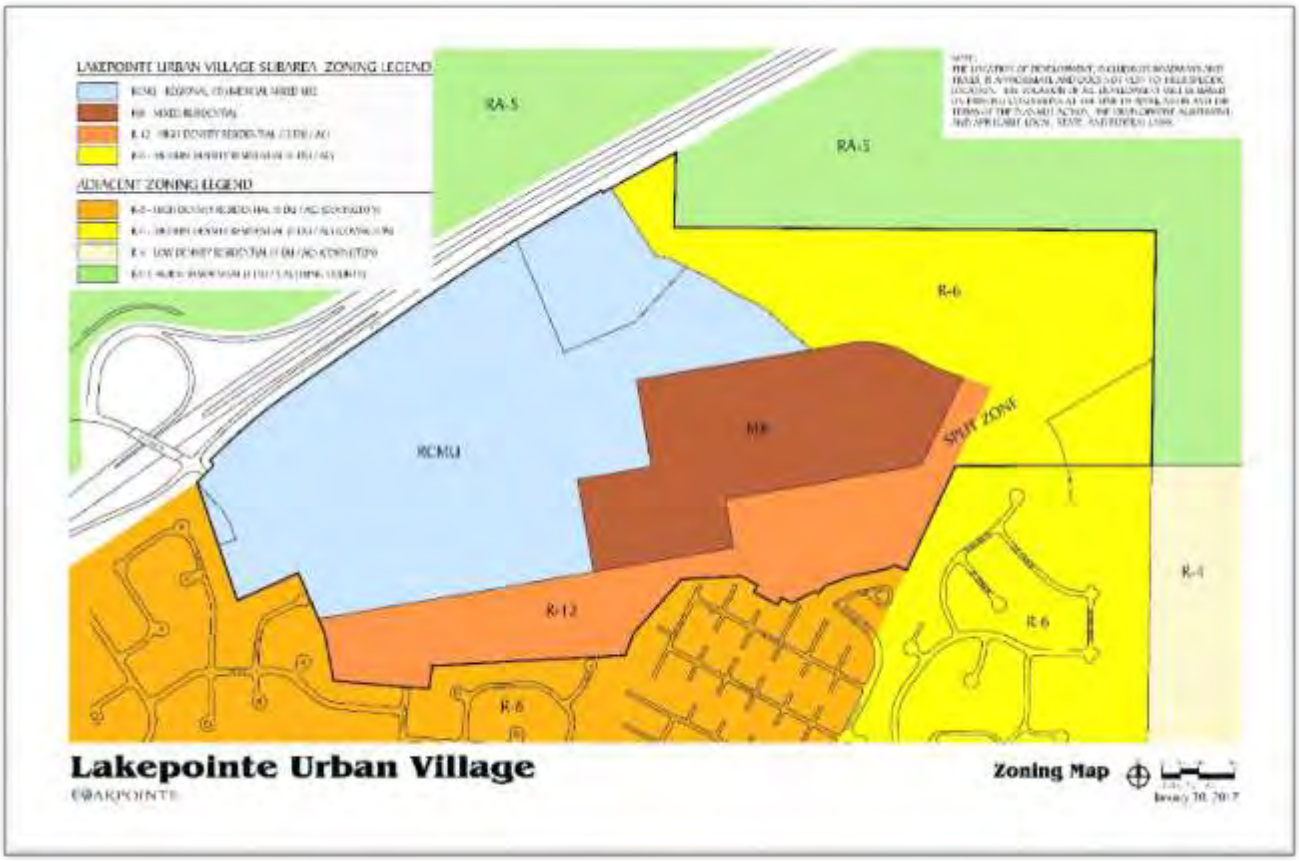
The BLA is a request to adjust the internal property lines of five parcels in the subarea (APNs: 1922069041, 3022069001, 2022069152, 2922069162, and 2022069012) that are owned by the Hawks Property Owners to align the property lines with the proposed zoning district boundaries shown in the ZMA that is being processed concurrently. See Attachment 3 for the survey of the BLA. Salina Lyons, Principal Planner and Nelson Ogren, Development Review Engineer have reviewed the BLA application material for consistency with CMC 17.40.

Zoning Map Amendment (LU16-0025)

Attachment 2 includes the map of the proposed zoning within the subarea and their response to the applicable zoning map amendment criteria. The Subarea is currently zoned with 79.80 acres designated as R-6 (Urban Residential Medium Density) and 134.18 acres as M (Mineral). The applicant is proposing to rezone the subarea to remove all the Mineral (M) zoning designation and to zone the subarea as follows:

Proposed Subarea Zoning	*Proposed area of zoning districts (including unopened ROW)*
R-6 Urban Residential Medium Density	53.52 acres
R-12 Urban Residential High Density	35.34 acres
MR Urban Residential Mixed Residential	34.00 acres
RCMU Regional Commercial Mixed Use	91.22 acres
Total Subarea Acreage	214.08

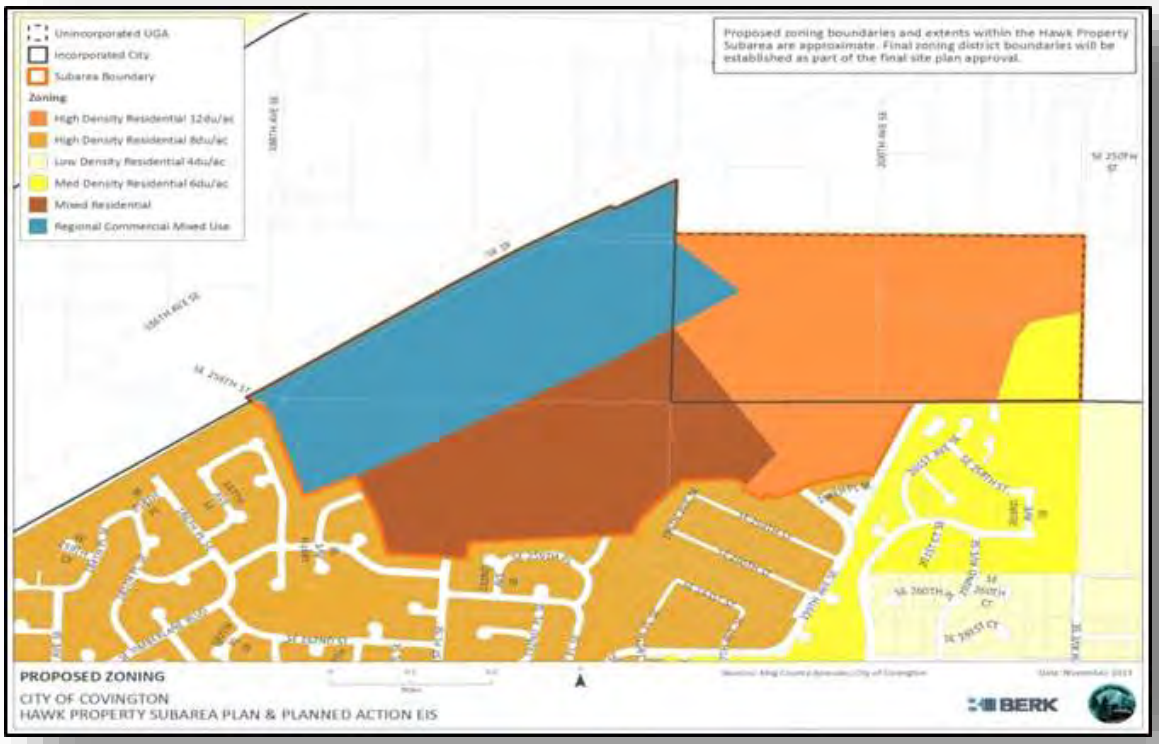
Proposed Zoning Map LU16-0025



Lot 4 of the proposed BLA will have a split zone; 35.34 acres zoned R-12 and 48.30 acres zoned R-6. The boundary of the split zone is the expected right-of-way for the future Covington Connector. All the area within Lot 4 north of the Covington Connector, will be zoned R-6 (the lowest intensity zoning district within the subarea) and encompass all the Stream and Wetland Critical Area associated with Jenkins Creek. The portion of Lot 4 south of the Covington Connector will be zoned R-12 and include much of the critical area steep slopes and buffers. Typically, the City does not support split zoning; however, staff's concerns are being addressed with conditions in the Development Agreement outlining when and how the split zoning shall be eliminated.

The Subarea Plan (Ord. #01-14) does contain a "Potential Zoning" map for the Subarea. The boundaries and extent of the zoning districts within the subarea's potential zoning map were approximate and based on conceptual development ideas from the public and property owners. The final zoning district boundaries are to be established as part of the ZMA, which is also addressed through the Development Agreement in the Master Development Plan.

Subarea Plan "Potential Zoning" Map



The applicant has provided a written explanation (See attachment #2) outlining why they are proposing their zoning district boundary. In summary, the proposed ZMA has extended the R-6 zoning district to encompass the stream and wetland critical area (this includes the required buffer area) along the northern portion of the Subarea, and they have located the R-12 zoning to abut the southern subarea boundary, to be adjacent to the existing R-8 zoning district to the south of the subarea. The R-12 zoning district will contain the steep slope critical areas (and the required buffer area).

CMC 18.30.030 and 18.30.040 contains the existing densities and dimension regulations for the R-6, R-12, MR and RCMU zoning districts to which the Subarea will vest through the Development Agreement with the qualification that the Planned Action Ord 04-14 limits total development to a maximum of 1,500 residential units and 850,000 commercial square feet of development.

Summary of CMC 18.30.030 & 18.30.040 Zoning Standards (See CMC sections for complete & specific development conditions.)				
	Urban Residential Zones			Commercial Zone
	R-6	**R-12**	**MR**	**RCMU**
Base density	6 du/acre	12 du/acre	14 du/acre	18 du/acre
Minimum street setback	10 ft	10 ft	10 ft	0 ft
Minimum interior setback	7 ft 6 in	5 ft	5 ft	10 ft 20 ft (required on property lines adjoining residential zones)
Base Height	35 ft (45 ft for a building on slopes exceeding a 15% finished grade.)	35 ft (45 ft for a building on slopes exceeding a 15% finished grade.)	60ft	60ft
Maximum Impervious surface: percentage	70%	75%	80%	80%

The proposed ZMA (See attachment #2) is subject to the requirements of CMC 14.27, which includes the following seven decision criteria (CMC 14.27.040) upon which the City Council's approval, modification, deferral or denial shall be based:

CMC 14.27.040 Decision Criteria	**Staff Review of Proposed Zoning Map Amendment**
(1) The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan;	The proposed ZMA is consistent with the goals and policies of the comprehensive plan. <u>Vision for the Lakepointe Urban Village Subarea:</u> "The vision for the Lakepointe Urban Village Subarea is the creation of an Urban Village at Covington's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. This village would provide regional shopping and employment opportunities for residents of both Covington and neighboring communities, as well as new housing opportunities for the Covington community. In addition to commercial and residential development, the village would offer public recreational amenities, such as parks, natural open space, a pond, and bicycle and pedestrian trails that link to the regional trail system. The Lakepointe Urban Village Subarea, while providing both economic and lifestyle benefits, would be a secondary center within Covington, providing an experience that is distinct from Covington's town center, not competing with it." (Ord. 01-14) Covington's Comprehensive Plan 2015-2035, Land Use Element Exhibit LU-12 is the Future Land Use Map which has designated the six parcels as the Lakepointe Urban Village Subarea. Exhibit LU-14 describes the zoning districts that correspond with the Lakepointe Urban Village Subarea: Pending a rezone consistent with Hawk Property Subarea Plan, the Mineral zone applies on an interim basis. Future zoning

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
	consistent with approved Hawk Property Subarea Plan Ord 01-14 includes the following: • R-6 Urban Residential 6 units per acre • R-12 Urban Residential 12 units per acre • MR Mixed Residential • RCMU Regional Commercial Mixed Use <u>Covington Comprehensive Plan 2015-2035 Land Use Element</u>: **Goal LU -V.** The Lakepointe Urban Village is thriving and accessible by multi-modal transportation at the northern gateway to the city, providing regional shopping and employment, new housing opportunities for the community, and a mix of recreational amenities. <u>Lakepointe Urban Village Subarea Specific Land Use policies:</u> **Policy LU-36.** Encourage a variety of commercial, residential, and recreational development types in the Lakepointe Urban Village. **Policy LU-37.** Encourage a variety of housing types at various densities in the Lakepointe Urban Village to provide housing choices not currently available in one location within Covington. **Policy LU-38.** Ensure that the public realm in the Lakepointe Urban Village provides places for a variety of ages, interests, and experiences and is easily accessible. **Policy LU-39.** Implement design standards that facilitate development in the Lakepointe Urban Village Subarea as the northern entrance to Covington. **Policy LU-40.** Ensure that the pond in the Lakepointe Urban Village serves as a major public amenity with extensive public access and a surrounding area with a mix of residential and commercial uses that offer a place for the community to gather, stroll, dine, shop, and live. **Policy LU-41.** Encourage the preservation of a green space buffer, which may include public trails, along the southern border of the Lakepointe Urban Village adjacent to existing residential development. **Policy LU-42.** Encourage development of larger public park and greenspace amenities in the Lakepointe Urban Village that are accessible to all residents and visitors, as opposed to small, fragmented, private park facilities. <u>Housing Element Policies:</u> **Policy HO-2.** Allow for a variety of housing types, densities, and lot sizes, including mixed use development, small and large lot single

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
	family development, manufactured housing, accessory dwelling units, townhomes, duplexes, apartments, and condominiums. A. Encourage mixed-use developments with apartments and condominiums above commercial uses in the Town Center and the Lakepointe Urban Village. Promote market-rate, affordable, and special-needs housing with quality gathering space, transit, pedestrian, bicycle, and other amenities to meet community needs. B. Promote a range of lot sizes in residential land use designations implemented by associated zones. C. Allow accessory dwelling units in single family areas to support compatible affordable housing that benefits homeowners and tenants. D. Allow for designated manufactured homes on single family lots. E. Allow housing that provides quality homeownership and rental options such as cottages and townhomes. <u>Transportation Element Goals and Policies:</u> **Goal T-II.** Promote the development of safe and convenient pedestrian and bicycle networks that encourage multimodal access to and from residential neighborhoods, parks, schools, civic buildings and the Town Center and Lakepointe Urban Village. **Policy T-18.** Promote active transportation through the development of safe and convenient pedestrian and bicycle networks that encourage multi-modal access to and from residential neighborhoods, parks, schools, civic buildings, and the Town Center and Lakepointe Urban Village. **Policy T-28.** Encourage transit oriented development where feasible, to locate within the Town Center and Lakepointe Urban Village. <u>Economic Development Element Policies:</u> **Policy ED-13.** Encourage location of new higher-wage jobs in the downtown area and the Lakepointe Urban Village. <u>Natural Environment Element Policies:</u> **Policy NE-22.** In the Lakepointe Urban Village, transform the existing detention facilities into a unique, publicly accessible community amenity which may continue to serve as a stormwater management facility.

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
(2) The proposed amendment is consistent with the scope and purpose of the City's zoning ordinances and the description and purpose of the zone classification applied for;	The proposed ZMA is consistent with the description and purpose of the RCMU, MR, R-12 and R-6 zoning district as envisioned in the Subarea Plan. CMC Title 18 Zoning, Chapter 18.15 contains purpose statements for each zoning district in the Subarea in the city as follows: <u>18.15.050 Urban residential zone.</u> (1) The purpose of the urban residential zone (R) is to implement comprehensive plan goals and policies for housing quality, diversity and affordability, and to efficiently use urban residential land, public services and energy. These purposes are accomplished by: (a) Providing, in the R-1 (urban separator) through R-12 zones, for a mix of predominantly single detached dwelling units and other development types, with a variety of densities and sizes; (e) Providing, in the MR (mixed residential) zone, a variety of housing types at a range of densities not provided by the other urban residential zoning districts. These purposes are accomplished by allowing a mixture of residential uses while limiting nonresidential uses to neighborhood-serving commercial uses that are complementary and supportive of mixed density housing development. (2) Use of this zone is appropriate as follows: (b) The R-4 through R-18 zones and the MR zone on lands that are predominantly environmentally unconstrained and are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services. <u>18.15.090 Regional commercial mixed-use zone.</u> (1) The purpose of the regional commercial mixed-use zone (RCMU) is to provide regional-scale retail and service uses in a well-designed urban village setting that may include a limited amount of high density residential uses. These purposes shall be accomplished by: (a) Concentrating large-scale commercial uses to facilitate efficient provision of public services and to minimize incompatibilities with residential uses; (b) Encouraging compact development to accommodate integrated open space and natural features, as well as recreational amenities; (c) Allowing for both horizontal and vertical mixed-use development, including a mix of commercial and residential uses; and

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
	(d) Other public benefits consistent with the comprehensive plan policies as approved by the city council. (2) Use of this zone is appropriate in commercial centers with adequate access to the regional transportation network.
(3) Circumstances have changed substantially since the establishment of the current zoning map or district to warrant the proposed amendment;	When Covington incorporated in 1997, the area within the subarea was zoned Mineral in King County with an active gravel mining operation. The city retained the Mineral zoning designation after incorporation. In 2016, the city annexed 79.8 acres into the city's boundaries (Ord. #01-2016) and as part of that annexation process zoned the annexed parcels as R-6, noting that the city expected there to be a future map amendment of the annexed area in association with the full subarea to further implement the goals of the Subarea Plan.
(4) The proposed zoning is consistent and compatible with the uses and zoning of surrounding property;	The zoning of the surrounding property includes: <u>North:</u> *RA-5 rural area*, 1 dwelling unit per 5 acres in unincorporated King County - The proposed zoning district within the north side of the subarea is R-6 and the existing residences to the north are buffered by critical areas and the required buffers for Jenkins Creek and the associated wetland that will be in a protected tract. <u>West:</u> *RA-5 rural area*, 1 dwelling unit per 5 acres in unincorporated King County consisting of vacant land and residential uses located on the other side of SR 18. <u>South:</u> *R-8 High Density Urban Residential,* 8 dwelling units per acre *& R- 6 Medium Density Urban Residential,* 6 dwelling units per acre. The area to the south of the subarea contains the established subdivisions of Covington Park, and Timberlane Estates in the R-8 zoning district. The R-6 zoning district contains the existing Shire Hills subdivision as well as the yet to be developed Maple Hills subdivision. Proposed zoning within the subarea along the southern boarder will include RCMU, R-12 and R-6 zoning. The Development Agreement is proposing that west of the 191st Place SE local access road a 50-foot green buffer within the subarea's abutting R-12 zoning district and a 70-foot green buffer within the abutting RCMU zoning district. <u>East:</u> RA-5 rural area, 1 dwelling unit per 5 acres in unincorporated King County containing land owned by King County Parks. Zoning within the subarea abutting the King County owned land is R-6.
(5) The property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification;	The proposed changes to the zoning designations within the subarea are consistent with the city 's Comprehensive Plan and the Subarea Plan and will allow the developer to move forward with their development plans consistent with the vision and community design philosophies outlined in the Subarea Plan. It should be noted that the Subarea is subject to the development limits contained in the Planned Action (Ord. #04-14) which has a maximum commercial development square footage of 850,000 square feet and 1,500 residential units. To

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
	exceed those development thresholds, additional environmental review will be required as well as amendments to the Development Agreement and the Planned Action Ordinance.
(6) The amendment is in compliance with the three-year limitation rule as specified in CMC 14.27.030(3); and	Most of the subarea is currently in the Mineral Zoning District and has been in that designation for over 20-years. The 79.8 acres annexed by the city in 2016 was placed in a R-6 zoning district with the acknowledgement at that time that portions of the annexed property would be rezoned consistent with the allowed zoning for the Lakepointe Urban Village Subarea in association with a Development Agreement and subarea wide rezone.
(7) Adequate public services could be made available to serve the full range of proposed uses in that zone.	Through the Subarea planning efforts and associated environmental review the city has consulted and worked with service providers to confirm that utility and public service providers have the necessary capacity to provide adequate services necessary to support the expected development in the subarea. Water: Covington Water District will provide water to the Subarea. Water service will be extended into the property consistent with an approved System Extension Application and Agreement and the Covington Water District's Water System Plan Update (Feb 2007) or as amended at the time of development. Sanitary Sewer: The Soos Creek Water and Sewer District will provide sewer services and indicated they have master planned such that a gravity fed system can serve the planned development envisioned in the Subarea Plan. Sewer service into the Subarea will be consistent with an approved Developer Extension Agreement and the district's comprehensive plan. Fire and Emergency Services: The Puget Sound Regional Fire Authority will provide fire and emergency service to the subarea. The nearest Fire Authority facility is Fire Station 78, located approximately 0.5 miles west of the subarea at the intersection of 180th Ave SE and SE 256th Street in Covington. Police Service: The Covington Police Department will serve the area. Covington police officers are King County Sheriff's Office employees who are dedicated to Covington via contract and are based at Covington City Hall. As part of the public benefits provided with the approval of the associated Development Agreement the developer will work with the Covington Police to incorporate a police substation within the development. Schools: The Subarea is located within the Kent School District boundary. Transportation: The only developed public right-of-way that the Subarea is currently accessible by is SE 256th Street. Future planning and development of the Subarea will see the construction of an arterial roadway, referred to as the Covington Connector through the

CMC 14.27.040 Decision Criteria	Staff Review of Proposed Zoning Map Amendment
	subarea to connect 204th Ave SE to SE 256th St and a local roadway connection from the arterial to 191st Place SE. Additional improvements to the existing 204th roadway will also be completed as a result of the Subarea development. Funding towards the construction of the arterial and 204th improvements was approved by the Washington State legislature as part of their Transportation Budget in 2015.

Development Agreement (LU16-0026)

<u>Overview</u>

Oakpointe is requesting to utilize the development agreement process as provided for in CMC 18.114 to vest to specific Chapters in Covington Municipal Code's Title 18 Zoning, the Subarea Plan, the Planned Action Ordinance and the Land Use Element of the Comprehensive Plan in effect at the time the City Council approves the agreement along with five deviations from the City's code provisions as follows:

1. *CMC 18.35.310(3)(a).* Development of the building frontage along the Covington Connector roadway to be constructed as part of the future development to connect 204th Ave S. through the subarea to SE 256th Street.
2. *CMC 18.50.040(2).* To allow shared parking more than 800 feet from the intended use.
3. *CMC 18.35.150-190.* To allow phasing and consolidation of the location of on-site recreation areas.
4. *CMC 14.27.030(3).* Waiver of the City's three-year limitation rule for rezoning of property.
5. *CMC 18.44.* Allow the Subarea-wide application of the City's tree preservation requirements.

In consideration of these vesting terms and the five deviations the Master Developer will provide the following three public benefits within the Subarea:

1. Vehicular parking for the King County Cedar Creek Park visitors near a trail within the subarea that will lead to the Cedar Creek Park.
2. Space for a Covington Police Department storefront substation will be provided within the commercial development of the subarea at a reduced rental rate (80% of market rental rates) for the term of the development agreement.
3. The developer has proposed sustainable development practices beyond those that are required by current city code or as mitigation in the Planned Action, that will be incorporated with the Lakepointe Urban Village.

The Development Agreement has 20 exhibits (A through T) listed below. Not all of these exhibits will be attached or included in this staff memo, but all are accessible to the Planning Commissioners and public electronically via links on the City's webpage www.covingtonwa.gov/lakepointe.

Exhibit List:

Exhibit A – City of Covington Comprehensive Plan Land Use Element
Exhibit B – Covington Municipal Code Chapter 18
Exhibit C – Planned Action Ordinance
Exhibit D – Lakepointe Urban Village Legal Description
Exhibit E – Lakepointe Urban Village Subarea Plan
Exhibit F – Survey of Lakepointe Urban Village
Exhibit G – Lakepointe Zoning Map Amendment

Exhibit H – Lakepointe Boundary Line Adjustment
Exhibit I – Critical Areas Study
Exhibit J – Lakepointe Master Development Plan
Exhibit K – Lakepointe Master Circulation Plan
Exhibit L – Lakepointe Phasing Map
Exhibit M – Lakepointe Connector Building Frontage Deviation
Exhibit N – Lakepointe Tree Base Canopy Area
Exhibit O – DNR Reclamation Permit
Exhibit P – Subarea Design Standards
Exhibit Q – Green Space Buffer
Exhibit R – Unopened Right-of-Way
Exhibit S – Transportation Mitigation Exhibit
Exhibit T – Lakepointe Master Trails Plan

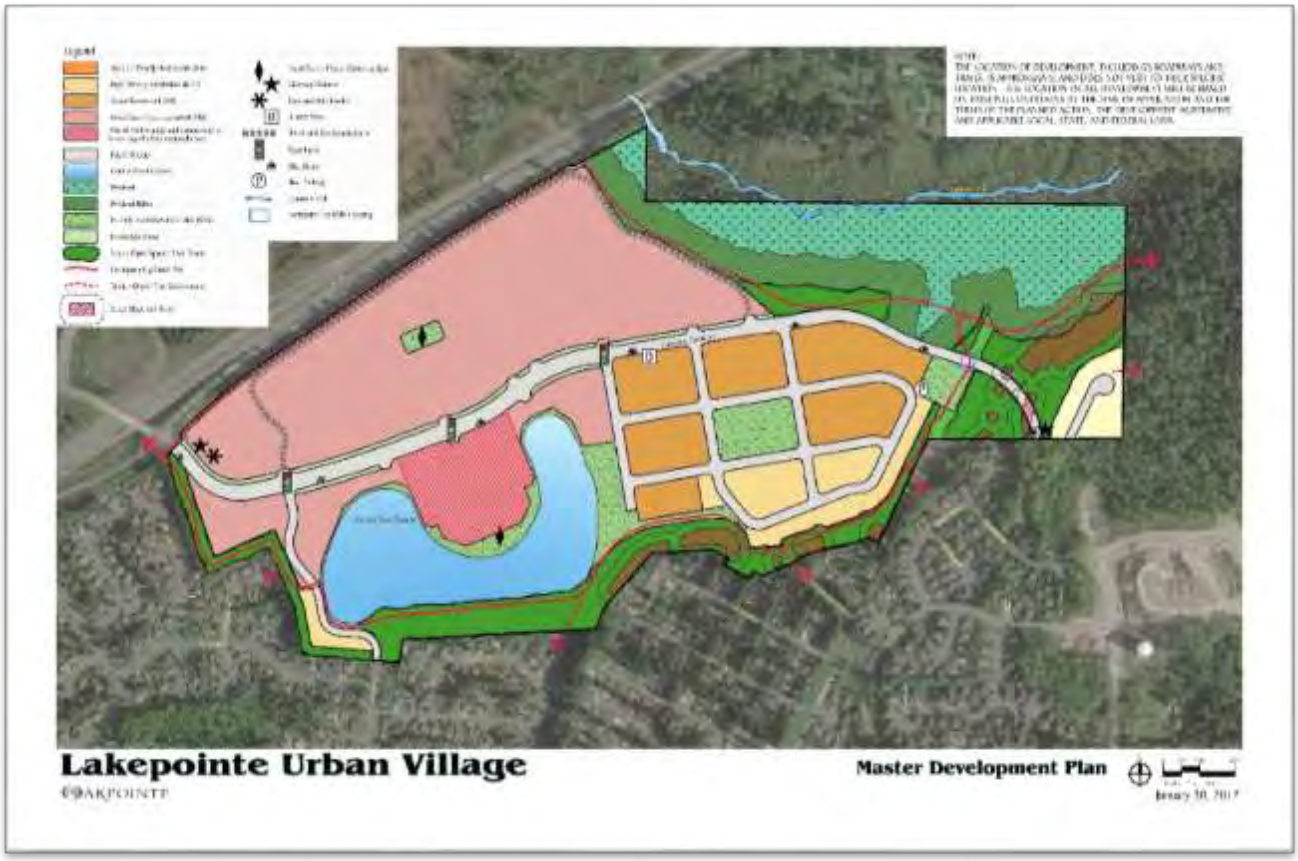
The following findings of facts are formalized in the draft development agreement and an overview is provided as follows:

Lakepointe Master Development Plan Map (Exhibit J)

The proposed Master Development Plan (MDP) will be designated as the final site plan for the Subarea as a condition of the Development Agreement. The MDP provides the city and public a refined overview of where and what general type of development including trails and roadways are expected to occur within the Subarea as well as the location of critical areas, native open space/tree tracts will be preserved. The Development Agreement contains provisions for when and how the MDP can be amended. Highlighted on the MDP are elements required as part of the Planned Action and existing code consistent with the Subarea (e.g. two Focal Points/Public Gathering Areas, two Gateway Elements, trails identified in the Comprehensive Plan, a wildlife crossing, protected tree tracts and critical areas, and a park and ride facility). The MDP also identifies the general location for publicly accessible parks and gathering places and the general location for one of the proposed public benefits being provided by the Master Developer of at least six dedicated parking spaces for use by the public to access trails leading to King County's Cedar Creek Park.

The proposed MDP varies from the maximum concept maps included in the Subarea Plan. In overview, those differences include a shifting in the location of the zoning designations within the subarea designated for residential uses. In addition, the commercially zoned area in the MDP is being proposed to be located along both sides of the arterial roadway (commonly referred to as the Covington Connector in the western half of the subarea). The MDP appears consistent with the intent and range of concepts in the Planned Action Ordinance in terms of growth, uses, areas of conservation, and transportation. See also the Addendum.

Development Agreement Exhibit J Master Development Plan (Final Site Plan)



Covington Connector Building Frontage Deviation Map (Exhibit M)

As outlined earlier, Oakpointe, is requesting a deviation from CMC 18.35.310(3)(a) which reads as follows:

> (3) The main arterial connecting SR 18 and 204th Ave SE shall attenuate traffic speeds through the community, support active street-level uses, and enhance pedestrian comfort and safety. An interconnected system of pedestrian and bicycle facilities shall provide access to all areas of the community, to adjacent neighborhoods, and to regional trails.
>
> (a) Sixty percent or more of the length of each block frontage in the MR and RCMU zoning districts shall be occupied by a building unless more than 40 percent of the length of a block frontage is occupied, individually or collectively, by zoning setbacks, a park, plaza, open space, driveway, or critical area, in which case the building frontage requirement shall be reduced accordingly. This requirement does not apply where all or a portion of a block frontage is not deep enough for a building.

The requested deviation shall only apply to that portion of the Covington Connector shown on Exhibit M, which includes the area proposed to be zoned RCMU. Currently, the code requires that 60% or more of the length of each block of frontage in the MR and RCMU zoning districts shall be occupied by a building unless more than 40% of the length of the block frontages is occupied individually or collectively, by zoning setbacks, a park, plaza, open space, driveway or critical area. Oakpointe, is requesting to deviate from the requirement that at least 60% of the length of each block, have buildings fronting on the Covington Connector. Their deviation would change it from 60% to a minimum of 40% of each block will have buildings fronting on the Covington Connector (and not include that portion of a

block that has an intersection or where the roadway is depressed more than 6 feet below the adjacent commercial pad grade). Furthermore, in exchange for this reduction Oakpointe is specifying that they will provide a "Landscaped Area" of least 25 feet between the roadways back of curb and any abutting parking area (this landscape area will accommodate the required 8-foot side walk and may include landscaped bio-retention cells that will be the master developer's responsibility to maintain).

Development Agreement Exhibit M Building Frontage Deviation

<u>Tree Base Canopy Area- trees to remain map (Exhibit N) Deviation</u>

One of the deviations from the city's code that Oakpointe is requesting is to have the subarea's commercially zoned land and the subarea's residentially zoned land each considered as a whole, as opposed to on a subdivision by subdivision (project by project) approach when implementing the Tree Preservation Requirements of CMC 18.45 "Tree Preservation and Protection." Based on the information provided by Oakpointe, a total of 122.86 acres of the subarea will be in an urban residential zone (R-6, R-12 and MR) and 91.22 acres will be commercially zoned (RCMU). In summary, they are requesting to use the alternative tree canopy plan (CMC 18.45.080(3)(f)) for a subarea-wide use on all residentially zoned land within the Subarea, which would require them to preserve 20% of the total existing tree canopy for the total area (minus critical areas and their buffers) they are proposing to be zoned Urban Residential (R-6, R-12, MR). Any trees located within a critical area or their required buffers shall be governed by the provisions CMC 18.65. Based on the preliminary information provided by Oakpointe and shown on Exhibit N, within the residentially zoned land, they will preserve all the tree canopy within the critical areas as required (49.45 acres), and they will preserve 25.9% of the tree canopy in non-critical areas subarea-wide.

For the 122.86 acres they are proposing to zone commercial (RCMU) in the subarea, the requirements of CMC 18.45.080 will apply, which in summary has no minimum land or trees required to be preserved. Instead, they are encouraged to preserve up to 15% of existing significant trees on site prior to development or they are permitted to replant at a 2-1 ratio. Prior to any tree removal within the subarea (except for clearing and grading permitted under existing permit LU15-0013 and any permits associated with the relocation and continued operation of the asphalt batch plant) and as part of the first land use application within the subarea submitted, the Master Developer is required to provide the city with a tree survey and health assessment of the existing trees within the subarea. This tree survey will identify the total number of significant trees within the RCMU zone and determine how many trees they will be required to replant if they do not retain 15% of the significant trees within the RCMU.

Based on the MDP, Oakpointe has indicated the subarea contains a total 84.68 acres of forest canopy; 49.45 acres of the total forest canopy is located within existing critical areas (including required buffers) that must be retained consistent with CMC 18.65. A total of 26.10 acres of forest canopy is expected to be cleared within the subarea. The table below provided by Oakpointe outlines the existing and expected tree canopy based on Oakpointe's proposed zoning and MDP.

	Entire Subarea (including unopened ROW)	Proposed Commercially zoned area (RCMU)*	Proposed Residentially zoned area (MR, R-12, R-6)
	Acres	Acres	Acres
Total Subarea	214.08	91.22	122.86
Total Tree Canopy	84.68	8.19	76.49
Total Tree Canopy in Critical Areas(CA)	49.45	0	49.45
Wetland CA	36.43	0	36.43
Steep Slope CA	13.01	0	13.01
Total Tree Canopy in Noncritical Areas	35.23	8.19	27.04
Tree Canopy proposed for removal	26.10	6.07	20.03
Tree Canopy to be preserved (not including Critical Areas)	9.13	2.12	7.01

- 15% of all significant trees within in the land zoned RCMU is encouraged by code to be retained. If they do not retain at least 15% of the significant trees, then they must replant at a 2:1 ratio.

Standards applicable to residential and commercial zones within the Subarea with the deviation will apply subarea-wide for all the residentially zoned property and all the commercially zoned property to which the Subarea is vesting include:

CMC 18.45.080(2) Tree Preservation Methods for Commercial and Industrial Zones.

(a) Trees shall be preserved through a tree enhancement plan….. There is no minimum size or percentage of land required to be devoted to tree preservation or tree enhancement. Instead, all commercial and industrial development must prepare and submit a tree enhancement plan which combines preservation of existing trees and tree replanting that will best provide tree enhancement within or surrounding any proposed commercial and industrial development. Up to 15 percent of the existing significant trees on site prior to development should be retained within the tree enhancement plan, or they shall be replanted at a two-to-one ratio…

CMC 18.45.080(3) Tree Preservation Standards for Residentially Zoned Properties greater than one acre in Size.

(c) For sites 30 acres or greater, the total area devoted to tree tracts or tree conservation easements shall be nine percent of the total land within the subdivision or on the site of any development. The minimum size of a tree tract shall be 15,000 square feet.

(f) Alternative Tree Canopy Plan. As an alternative to the above prescriptive standards for minimum size and number of tree tracts or easements, and minimum percentage of significant trees to be saved, an applicant may accomplish required tree preservation within any proposed subdivision by preserving 20%.

Development Agreement Exhibit N Tree Base Canopy Area – Trees to Remain

Subarea Design Standards (Exhibit P) – Attachment 4

Subarea Design Standards are included as an exhibit (P) to the Development Agreement (Attachment 4) and intended to be complementary and read in conjunction with applicable code, and design and landscaping requirements in the CMC Title 18 and the Planned Action Ordinance. They serve to further implement the Comprehensive Plan Policy LU-39 "Implement design standards that facilitate development in the Lakepointe Urban Village as the northern entrance to Covington."

The intent of the city with the proposed Subarea Design Standards is to fulfill Policy LU-39 with additional design and landscaping standards to ensure that the natural and built environment within the subarea, especially as it is experienced from the public realm (e.g. sidewalks, trails, parks, recreation areas, public gathering spaces) is preserved and creates comfortable and inviting environments for pedestrians as well as bicyclists and motorists. Attachment 4 is the current draft of the Design Standards at the time this memo was written, city staff and Oakpointe staff are still working on addressing some of the language and terms contained within this exhibit.

Green Space Buffer Map (Exhibit Q)

There is currently a 100 to 175 foot relatively undisturbed, treed area along the southern boundary of the Subarea abutting the Covington Park and Timberlane Estates subdivisions. The former use of the site as a surface mining operation was an allowed use in the Mineral zoning district. CMC 18.60 contains specific development standards for Mineral Extraction that required fencing and landscape screening to be provided to screen the public view and discourages access to the extractive operations. There was a

required 100-foot setback for all buildings or structures used in the processing of materials, and offices could be as close as 20-feet from a property line. No clearing or grading or excavations (excluding roadways and storm drainage) was allowed within 20-feet of the property line.

At a Planning Commission public meeting in 2013 on the Subarea Plan's minimum and maximum concept plans and associated environmental review, community members from Covington Park provided comments on the plan, including a request that the city maintain the current buffer space on the south side of the subarea and that they would like to see that buffer area maintained, and that when developing trails in the buffer trees be maintained. Because of that comment a policy was added to the Subarea Plan stating: "Encourage the preservation of a greenspace buffer, which may include public trails along the southern border of the [Lakepointe Urban Village] Subarea, adjacent to the existing residential development." Subsequently, it was included as Land Use Element Policy LU-41 in the Covington Comprehensive Plan 2015-2035.

Exhibit Q of the Development Agreement includes a map showing the greenspace buffer the Master Developer is proposing, which will maintain a minimum 70-foot wide greenspace buffer in the area to be zoned RCMU and at least a 50-feet wide greenspace buffer in the area to be zoned R-12 west of the future 191st Place SE extension. East of the future 191st Place SE extension to the westerly boundary of the Williams Pipeline easement, the Master Developer is proposing a minimum of 100-feet wide green space buffer, which will be increase and extend from the top of the slope of the former gravel pit south to the southern property line of the subarea as appropriate. No green space buffer is proposed east of the Williams Pipeline easement. That area east of the pipeline easement will be zoned R-6. Much of the area between the pipeline easement and the 204th Ave roadway connection contains steep slope critical areas and protected tree tract areas.

Development Agreement Exhibit Q Greenspace Buffer

Master Trails Plan Map (Exhibit T)

Consistent with the Key Features outlined in the Subarea Plan, the Master Trails Map shows multiple interconnecting trails as required by code and identified in the City's Comprehensive Plan. In addition, the developer will be providing 7 off-site connections from the Covington Highland Trail to existing dead-end public right of way (i.e. SE 256th St, 189th Ave, 191st Pl SE, 193rd Pl SE, 196th Ave SE, Timberlane Blvd and, if possible, through a city parcel on to 201st Ave SE) as shown on the Master Trails Plan map. They are providing one trail connection to the King County Cedar Creek Park as well as a direct pedestrian connection between the single-family residential area in the R-6 zone as requested by King County.

Design of the trails are governed by existing city codes CMC 18.35.240 and CMC 18.50.150 and Covington Design and Construction Standards, which in summary require trails to be built in accordance with the provisions of the Americans with Disability Act, be paved, and a minimum width of 10 feet (though the city can determine if additional width is necessary). CMC 18.65 Critical Area regulations apply when a trail is located within a critical area or its required buffer. The critical area regulations direct when possible that trails be in the outer portion of the buffers. Critical area buffers are to be expanded equal to the width of the trail corridor including disturbed areas. The Critical Area regulations also provide for exceptions for public trails to be located within a critical area (verses the buffer) if it cannot be avoided.

Furthermore, the Development Agreement itself contains additional provisions related to the location and construction of trails within the Subarea, including a requirement that the width of the trail identified as the Covington Highland Trail be increased to a 12-foot wide trail with two-foot shoulders. All trails shall be designed and constructed to meet city code, Covington Design and Construction Standards and applicable ASHTO guidelines. All trails are expected to be owned and maintained by the Master Developer, but public access easements for the trails shown on Exhibit T of the Development Agreement shall be deed restricted for such uses in perpetuity and shall be recorded against the property. The timing of trail construction shall be no later than the time that adjacent development is under construction and those trail segments are required to be completed prior to occupancy of such adjacent development. Trail segments that do not immediately abut development shall be developed no later than eight years from the date the Development Agreement is approved, or upon 75% of build-out the commercial square footage (i.e. 637,500 sq. ft.) or 50% build-out of the residential units (i.e. 750 units) – unless an alternative written agreement is reached between the Master Developer and the Designated Official.

The pathway around the central pond feature, which is shown on the master trails map, is considered a sidewalk and is addressed in CMC 18.35.310 (5) and will be a minimum of eight feet in width.

Development Agreement Exhibit T Master Trails Plan

Comments received during the 21-day Notice of Application comment period (Dec. 30, 2016 - Jan. 20, 2017)

A Notice of Application(NOA) was mailed to our agency mailing list and to properties within 500 feet of the subarea. The NOA was posted at city hall, on the city's website, and on three notice boards on or adjacent to the Subarea. It was also published in the Covington Reporter. Five comment letters were received by the city during the 21-day Notice of Application comment period (Attachment 5).

Summary of 21-day commenters	City Comment
Williams Pipeline This was confirming that there is a 75-foot easement running through the subarea, containing three high-pressure natural gas transmission pipelines. Any utility, road, grade change or any other encroachment activity must receive written approval from Northwest Pipeline.	The developer and the city are aware of the Pipeline Easement. The developer has indicated they have already discussed the planned roadway crossing with Williams Pipeline. Any development activity or other encroachment within the easement will obtain written approval from Northwest Pipeline.
Donald Preiss Homeowner in proximity to the subarea concerned about a motel located along the southern border and the resulting crime. Also concerned about the width of the green buffer.	A city, through its zoning district classifications, allows for different types of uses in different zones. In the RCMU zoning district "Hotels" are a permitted use, and the city can't prohibit one type of hotel versus another. The decision on what type of hotel or the number of hotels is totally made by the property

Summary of 21-day commenters	City Comment
	owner. However, Oakpointe has clarified they are planning for a hotel, not a motel, that will likely be in the $150/night range. Oakpointe has also submitted revised documents and exhibits showing they have increased the width of their proposed green buffers along the southern subarea boundaries to 50 feet and 75 feet.
Charles Kronenwetter Requested a Traffic Sound Barrier Wall installed along SR 18.	Oakpointe is proposing commercial uses and no residential uses adjacent to SR 18. The Planned Action EIS looked at noise impacts and there were no additional noise mitigation measures noted as needed for the proposed commercial uses near SR 18 within the subarea.
King County Parks and Recreation King County Parks is requesting design and approval authority of trails within the subarea.	The Master Developer will be responsible for the construction of all trails and sidewalks within the subarea, subject to approval of the city. All trails are expected to be constructed within 8 years of the signing of the Development Agreement. The final location of the trails will be determined in the future subject to city approval. All trails and sidewalks shall be developed consistent with Covington's codes, Design and Construction Standards as well as the terms of the Development Agreement and Planned Action. To the extent feasible, trails will meet ADA requirements and appropriate AASHTO guidelines for shared use paths. The city will continue to share information with King County Parks and seek input from Parks staff on the location and design for the connection of the trail within the subarea to the Cedar Creek Park located to the east of subarea. Past King County Park staff input sought by city staff has resulted in the city requesting and the Master Developer agreeing to several requirements contained in the Development Agreement and shown in the MDP including: increasing the width of the trail referred to on the Master Trails Plan (Exhibit T) as the Covington Highland Trail from a 10-feet to 12-feet paved with two-foot shoulders, and the inclusion of dedicated parking in the subarea for the public to use to access the trail connections within the subarea that will link to the abutting Cedar Creek Park, as well as, providing a pedestrian connection from the planned single-family subdivision on the eastern side of the subarea to the Cedar Creek Park.
Muckleshoot Indian Tribe Their comment letter indicated they had not been able to find some of the Development Agreement	1) City staff responded to Karen Walter, of the Muckleshoot Indian Tribe confirming that those exhibits they had not found were available online

Summary of 21-day commenters	City Comment
Exhibits. They also expressed concerns about stormwater being discharged from adjacent development into the "central pond feature." They further noted that future development of the Covington Connector as shown on the MDP would likely impact the wetland identified within the subarea. Lastly, they noted that the BLA map shows the undeveloped Collier/Lund right-of-way and asked why it was not being eliminated as part of the BLA.	and provided direct links to the Covington Municipal Code, as well as, the Zoning Map Amendment and Boundary Line Adjustment applications. 2) The Development Agreement does not expressly allow or prohibit the central pond feature to be used as a stormwater pond. All stormwater discharge will be required to meet Planned Action Mitigation Measure # 6 & 7. The Development Agreement and associated ZMA and BLA applications are not looking at the design of the central pond feature or the stormwater system of future development to be located within the Subarea. Prior to completion of the reclamation of the site or any amendment to the current DNR reclamation permit the Master Developer is required to consult with the Army Corps regarding compliance with state and federal laws. Furthermore, all development permits will be reviewed for consistency with the current version at time of application of the following: • DOE, Stormwater Manual for Western Washington • Covington Surface Water Management Program – CMC 13.25 • Covington Critical Aquifer Recharge Areas – CMC 13.37 • Covington Clearing and Grading Regulations – CMC 14.60.120 • Covington Design and Construction Standards • Low Impact Technical Guidance Manual for Puget Sound • Washington State Statues • EPA, Clean Water Act 3) Development of the Covington Connector roadway will be subject to the city's Critical Area Regulations CMC 18.65. These regulations allow for the construction of a public road within a wetland critical area if: a. There is not another feasible location with less adverse impact on the critical area and its buffer; b. The corridor is not located over habitat used for salmonid rearing or spawning or by a species listed as endangered or threatened by the State or Federal government unless the Department determines that there is no other feasible crossing site.

Summary of 21-day commenters	City Comment
	c. The corridor width is minimized to the maximum extent practical; d. The construction occurs during approved periods for instream work; and the corridor will not change or diminish the overall aquatic area flow peaks, duration or volume or the flood storage capacity. The city's critical area regulations will require mitigation for any impact to the wetland or its 165-foot buffer. To the maximum extent practical, the impact to the wetland or its buffer will be on or contiguous to the development site. The potential for the road to affect the wetland was identified in the EIS and the code provisions above discussed. 4) The Master Developer plans to apply for a street vacation for the undeveloped Collier/Lund right-of-way after approval of the Development Agreement and their purchase of the property. CMC 12.55 contains the process by which a street vacation is initiated and the criteria for granting a street vacation after reviewed by the city for consistency with RCW 35.79 subject to a public hearing and approval by the City Council.

SEPA Process

The potential for a development agreement was identified in the Hawk Property Planned Action Environmental Impact Statement (EIS) issued in 2013 ("Planned Action EIS"). For example, see pages 1-1, 1-3, and 4-23 of the Final EIS.

The applicant has prepared an Addendum to the Final EIS (see Attachment), demonstrating the proposal is similar to the alternatives evaluated, and the Planned Action Ordinance mitigation remains in place to address impacts. The City has evaluated the addendum. After Planning Commission review of the Development Agreement and related proposals, the City SEPA Responsible Official will confirm the Addendum reflects the recommendations.

The City's SEPA responsible official then intends to issue appropriate notices, such as a combined Determination of Significance and Notice of Adoption of the Hawk Property Final EIS. The notices and Addendum will be distributed to those receiving the original Final EIS in accordance with SEPA rules.

Planning Commission Public Hearing

On March 16, 2017, the Planning Commission will hold a public hearing on the Lakepointe Urban Village Development Agreement, Zoning Map Amendment and Boundary Line Adjustment to allow members of the public and agency staff to comment and provide testimony on the applications. The Planning Commission may discuss the applications, public testimony and written comments, and then ask staff questions or request additional information; or they may deliberate and decide they have adequate information to forward a recommendation to the City Council to approve or approve with changes the Development Agreement, ZMA and BLA.

Recommended Motion:

Based on the information and materials provided by the applicant, public input, and this staff memo, the Covington Planning Commission recommends the Covington City Council approve the proposed Development Agreement, Zoning Map Amendment and Boundary Line Adjustment.

Conclusions

Overall, the proposed applications meet the requirements for utilizing the city's development agreement process. With the expected amount of infrastructure and development resulting from full build out of the Subarea, the project will contribute to the city's transportation network as well as the desire for more variety of housing and retail options by providing needed commercial, mixed-use and additional multifamily development consistent with the goals and policies of the Covington Comprehensive Plan 2015-2035.

ALTERNATIVES:

Direct staff to provide additional information before Planning Commission consideration and recommendation of the Development Agreement, ZMA and BLA.

Attachment 1

Two Cover Letters from Oakpointe & Development Agreement (Draft)

~~November 21, 2016~~

February 2, 2017

Jeff Wagner, Mayor
City of Covington
16720 SE 271st Street
Suite 100
Covington, WA 98042

RE: Lakepointe Urban Village Development Agreement

Dear Mayor Wagner:

On behalf of Hughes and Hawks Development and Oakpointe Land Covington, LLC (the "Master Developer"), and in accordance with RCW 36.70B.170 and Covington Municipal Code ("CMC") Ch. 18.114, please accept this Development Agreement for the Lakepointe Urban Village ("DA"), which is comprised of six parcels owned by Oakpointe Land Covington, LLC (King County Parcel No. 3022069090) and Hughes and Hawks Development (King County Parcel Nos. 1922069041, 3022069001, 2022069012, 2022069152, and 2922069162).

Section 18.114.030 of the Covington Municipal Code specifies certain requirements for development agreements. As detailed below, the Master Developer's DA for the Lakepointe Urban Village is consistent with all of the requirements of this code section.

18.114.030(1) Comprehensive Plan. A development agreement shall be consistent with the applicable policies and goals of the City of Covington's Comprehensive Plan.

As you know, on February 11, 2014, the City completed a multi-year public planning process for the Lakepointe Urban Village, which culminated in, among other things, amending the City's 2013 Comprehensive Plan (Covington Ordinance No. 02-14). The ~~City's~~City has since revised its Comprehensive Plan~~, Section 2.6.12, states~~ again, and the recently revised plan identifies the community vision for the Lakepointe Urban Village as "an Urban Village at Covington's northern gateway that ~~"The Hawk Property Subarea designation is intended to provide~~ provides a mix of commercial ~~and residential~~development focused on regional uses and a variety of housing types. This village would provide regional shopping and employment opportunities ~~in an urban village setting with associated recreational and open space amenities. The Hawk Property Subarea should provide~~for resident of both ~~regional and local commercial~~Covington and neighboring communities, as well as new housing opportunities~~, as well as housing options not widely available in Covington, including multifamily, townhome, and small lot residential development."~~ for the Covington community." *See* City of Covington Comprehensive Plan 2015-2035 (Covington Ordinance No. 02-2016) at LU-14. Further, ~~LNG 19.0~~Policy LU-36 states that the City should ~~"[p]lan for and create a new Urban Village within the Hawk Property Subarea that serves as a safe, vibrant, well-planned commercial and residential center that offers opportunities to live, shop, and recreate in proximity to regional commercial and~~

~~park and greenspace facilities~~encourage "a variety of commercial, residential, and recreational development types in the Lakepointe Urban Village." The attached DA is consistent with this requirement because it provides the framework to establish an urban village containing unique commercial and residential opportunities situated amongst well-planned open space and recreational areas. Indeed, Recital L of the DA even states that "the Master Developer designed its development of the Lakepointe Urban Village to create an urban village at the City's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. Public recreational amenities, such as parks, open space, regional trails, a central pond feature, and bicycle and pedestrian paths, are also included."

18.114.030(2) Development Standards. A development agreement shall be consistent with all applicable development regulations; provided, a development agreement may extend the durations of approval of project permits and allow phasing plans different from those otherwise imposed under the Covington Municipal Code.

The attached DA is consistent with all applicable development regulations, except those five regulations, as described below, for which the Master Developer has specifically requested a deviation. The DA does not extend the durations of approval of project permits but does provide a phasing plan for the urban village (*see* Section 9 and Exhibit L).

(b) A development agreement may not authorize deviations from development regulations governing the uses, minimum and maximum densities, maximum gross floor area, or maximum structure height.

The enclosed DA does not request the City to authorize deviations from development regulations governing uses, densities, maximum floor area or maximum structure height.

(c) A development agreement may not authorize deviations from the requirements of CMC Title 15, Buildings and Construction. Building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted.

The enclosed DA does not request the City to authorize deviations from the requirements of CMC Title 15, Buildings and Construction.

(d) A development agreement may not authorize deviations from the minimum requirements of CMC Title 16, Environment, and Chapter 18.65 CMC, Critical Areas.

The enclosed DA does not request the City to authorize deviations from either CMC Title 16, Environment, or Chapter 18.65, Critical Areas.

(e) Any deviation from development standards in the Covington Municipal Code shall not require any further rezone, variance from City standards, or other City approval apart from development agreement approval by the City Council. Deviations from development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered property in lieu of any conflicting or different standards or requirements elsewhere in the Covington Municipal Code.

The Master Developer has requested five deviations from the City's development standards in this DA. These deviations include the following: (i) building frontage along the 204th Ave SE Connector (*see* Section 10.1); (ii) shared parking (*see* Section 10.2); (iii) the phasing and location of on-site recreation requirements (*see* Section 10.3); (iv) waiver of the City's three-year limitation rule for rezoning of property (*see* Section 10.4); and (v) site-wide application of the City's tree preservation requirements (*see* Section

10.5). These deviation requests do not require any further rezone, variance from City standards, or other City approval apart from the DA approval by the City Council.

18.114.030(3) As a minimum, the development agreement shall specify the following:

(a) Project components that define and describe the permitted uses, residential densities, nonresidential densities, and intensities or building sizes;

The Master Developer has provided a zoning map amendment (*see* Section 5 and Exhibit G) and a master development plan (*see* Section 6 and Exhibit J) to describe the permitted uses, densities and intensities allowed in different areas of the Lakepointe Urban Village.

(b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of State law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;

Section 13.3 of the DA states that all "Implementing Project permit applications shall be subject to all fees (including Impact Fees) in effect on the date such application is submitted, including full cost recovery of all City staff and necessary consultant time required for review of an Implementing Project's permit application for consistency with this Agreement and for any amendments to this Agreement except for the concurrency fee as set forth in subsection 22.2.2 herein." Section 22.2.2 notes that "along with a transportation concurrency application, instead of the City's standard adopted concurrency application fee, each Implementing Project applicant shall pay the City's actual costs associated with the City's trip generation calculation for such Implementing Project and the per Implementing Project cost associated with maintaining the [trip ceiling ledger]."

(c) Mitigation measures, development conditions, and other requirements of Chapter 43.21 RCW, State Environmental Policy Act;

Section 19 of the DA describes environmental review for the project and states that the "Master Developer shall implement the environmental mitigation measures for the Lakepointe Urban Village set forth in the Planned Action (Exhibit C) and further described in this Agreement, which have been identified in the Planned Action EIS to mitigate significant adverse impacts of the future development of the Lakepointe Urban Village as provided for in the Planned Action EIS."

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

The DA includes provisions for design standards (*see* Section 15 and Exhibit P), which describe architectural treatments, heights, setbacks, and landscaping, and provisions for drainage and water quality requirements (*see* Section 21.2). The DA also creates a Design Review Committee (*see* Section 14.4) to ensure that implementing projects abide by the established design standards.

(e) Provisions for affordable housing, if applicable;

The DA does not contain any provisions on affordable housing, although the project is designed to include a variety of market-rate residential options at different price points.

(f) Parks and common open space preservation;

Section 16 of the DA describes how the Master Developer will provide parks and open space, stating that the "Master Developer shall provide parks and recreation space within the Lakepointe Urban Village consistent with the CMC Title 18 (Exhibit B), the Planned Action (Exhibit C), and the Subarea Plan (Exhibit E). These areas shall be deed restricted for such uses in perpetuity and such restrictions shall be recorded in King County against the title of such areas."

(g) Signage;

Section 13.2.2 of the DA notes that the project will not vest to CMC Ch. 18.55 Signs. Signage will be covered by the appropriate provisions of the CMC at the time of application.

(h) Parking;

Section 10.2 of the DA requests a deviation from the CMC for the allowable distance a use or building may be from a shared parking facility. The DA also contains provisions for vehicular parking for Cedar Creek Park (*see* Section 18.2).

(i) Phasing;

As noted above, the DA contains an anticipated phasing plan for the project (*see* Section 9 and Exhibit L).

(j) Financial guarantees for performance and maintenance of public improvements;

The DA notes that the "Master Developer and the City shall enter into one or multiple separate maintenance agreement(s) setting forth responsibilities and obligations for the maintenance of infrastructure" and that "such agreement(s) shall delineate areas of responsibly, levels of service, inspection timelines, denote any required maintenance performed on the system, the agency/person responsible for the maintenance work and how the maintenance will be funded" (*see* Section 17.5).

(k) Maintenance and operation standards for public improvements;

As noted above, the DA states that the "Master Developer and the City shall enter into one or multiple separate maintenance agreement(s) setting forth responsibilities and obligations for the maintenance of infrastructure" and that "such agreement(s) shall delineate areas of responsibly, levels of service, inspection timelines, denote any required maintenance performed on the system, the agency/person responsible for the maintenance work and how the maintenance will be funded" (*see* Section 17.5).

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

Section 13 of the DA includes provisions governing vesting and states that "during the term of this Agreement the Master Developer shall have a vested right to develop, construct, and repair the Lakepointe Urban Village in accordance with and subject to the terms of this Agreement." Section 23.2.1 establishes the term of the DA as fifteen years from the Effective Date, and Section 23.2.2 provides for an extension of up to an additional five years, consistent with CMC 18.114.050(3)(c).

(m) Duration of agreement; and

As noted above, Section 23.2.1 establishes the term of the DA as fifteen years from the Effective Date, and Section 23.2.2 provides for an extension of up to an additional five years, consistent with CMC 18.114.050(3)(c).

(n) Any other appropriate development requirement or procedure that is based upon a City policy, rule, regulation, or standard.

In addition to the specific provisions called out above, the DA contains many other development requirements that are based on City policies, rules, regulations and standards, including, for example, regulations regarding trail construction, right-of-way vacation, and the process to amend the DA.

18.114.030(4) As provided in RCW 36.70B.170, the development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 13.4 of the DA notes that "as provided by RCW 36.70B.170(4) and CMC 18.114 (Exhibit B), Implementing Projects shall not vest against new development regulations to the extent the new regulations are required by a serious threat to public health and safety."

Finally, pursuant to requirements of CMC Section 18.114.050, please consider this letter a signed written waiver of the deadline to issue a final decision on any land use application for the property covered by the DA.

We look forward to continuing to work with the City on this matter. If you have any questions regarding the enclosed DA or supporting documents, or if you require any additional information, please do not hesitate to ask.

Sincerely,

Colin Lund

On behalf of:

Oakpointe Land Covington, LLC, a Delaware limited liability company

Hughes and Hawks Development, a joint venture composed of Hughes Family Investment, Ltd., a Washington limited partnership, and Hawk Family Properties Limited Partnership, a Washington limited partnership

OAKPOINTE

February 2, 2017

Ann Mueller, AICP
Senior Planner
City of Covington
16720 SE 271st St, Suite 100
Covington, WA 98042

RE: **Lakepointe Urban Village Development Agreement, SEPA Addendum, Boundary Line Adjustment and Zoning Map Amendment PRJ-0028**
City File Nos. LU16-0026/0028, LU16-0025/0028 & LU16-0024/0028
Applicant's Response to Request for Corrections/Additional Information

Dear Ms. Mueller:

This letter and its attachments collectively constitute Oakpointe Land Covington LLC ("Applicant")'s response to the City of Covington's Request for Corrections/Additional Information dated December 16, 2016. Applicant's responses are numbered to coincide with such December 16th request so that the City may confirm that each comment has been addressed.

Please also note that in most cases, Applicant has provided the City with redline versions of the revised applications and supporting documents in order to assist in the City's review. If and when the City requests, Applicant would be happy to provide the City with clean copies of the updated application materials.

GENERAL COMMENTS

1(a). When the Subarea Plan and Planned Action EIS were being developed, we did not have the benefit of the survey work that has subsequently occurred. It is likely the acreages in those documents were reliant on King County Parcel Data information and not actual boundary survey work. The following table was provided by Triad Associates based on field survey of the site. The application material has been updated to reflect a total site acreage of 214.08 acres.

Lakepointe Area Summary	
Lakepointe Ownership	207.32 ac.
Oakpointe Parcel	0.57 ac.
Collier-Lund Right-of-Way	6.19 ac.
Total Development Area	214.08 ac.

1(b). The Master Development Plan (Exhibit J) to the Lakepointe Urban Village Development Agreement has been revised to include an overlay on the peninsula area of the site indicating Multi-family housing is encouraged consistent with LU-40 policy.

LAKEPOINTE URBAN VILLAGE DEVELOPMENT AGREEMENT

2. Please see the attached revised cover letter that reflects the adopted Covington Comprehensive Plan 2015-2035 (Ord. 02-2016).

3. Development Agreement – Section 10.1. Please see the attached revised Lakepointe Urban Village Development Agreement that includes proposed changes to Section 10.1.

4. Development Agreement – Section 13.2. Please see the attached revised Lakepointe Urban Village Development Agreement that deletes CMC 18.100 from Section 13.2.

5. Development Agreement – Section 17.3.4. Please see the attached revised Lakepointe Urban Village Development Agreement that adds the requested "non-buildable" and "protective" language to Section 17.3.4.

6. Development Agreement – Section 17.3.5. Please see the attached revised Lakepointe Urban Village Development Agreement that adds the requested language regarding "field located" and the replacement of trees within the Green Space Buffer to Section 17.3.5. Please also note that Applicant's review of the Covington Municipal Code failed to identify any obligation to replace blown down trees; however, Applicant is willing to obligate itself to replace any healthy blown down trees at a ratio of 1:1.

7(a). Development Agreement – Section 20.3. Please see letter response dated January 31, 2017 from Wetland Resources, Inc. attached hereto. In summary, a 50' increase to the standard buffer is not required because the on-site wetland is a freshwater feature.

7(b). Development Agreement – Section 20.3. Please see letter response dated January 31, 2017 from Wetland Resources, Inc. attached hereto as well as proposed new language in Section 20.3 of the revised Lakepointe Urban Village Development Agreement that addresses City's concerns regarding mitigation for impacts to the buffer of the on-site wetland associated with the construction of streets, trails and other necessary infrastructure. In addition, vesting the wetland boundary, determination, typing and application of buffers as set forth in the Development Agreement is not inconsistent with the Planned Action EIS because, as set forth in Mitigation Measure #26, Attachment B-1 to Exhibit B, a "wetland and stream delineation" has been prepared (and is included as Exhibit I to the Development Agreement) "prior to the start of construction".

8. Development Agreement – Exhibit N. The requested chart is below:

	Entire Subarea (including unopened ROW)	Proposed Commercially (RCMU) Zoned Area (including unopend ROW	Proposed Residentially Zoned Area (MR, R-12 & R-6)(including unopened ROW)
	Acres	Acres	Acres
Total Site Acreage:	214.08	91.22	122.86
Total Tree Canopy Acreage:	84.68	8.19	76.49
Total Tree Canopy in Critical Area (CA):	49.45	0	49.45
Wetland	36.43	0	36.43
Steep Slopes	13.01	0	13.01
Total Tree Canopy Area in Noncritical Acreage:	35.23	8.19	27.04
Total Tree Canopy proposed for removal in Noncritical Areas:	26.10	6.07	20.03
Total Tree Canopy to be preserved in Non Critical Areas:	9.13	2.12	7.01

Notes:

1. Assumes no residential tree retention adjacent to wetland or on southeast slope area. More detailed analysis at engineering phase may result in additional residential trees being saved.

2. Golder Associates recommends a 15' buffer to the mined steep slope and natural steep slopes along the southern boundary where no development is planned and a 25' buffer east of the Covington Connector as the road traverses the slope in the southeast corner. For purposes of this exhibit, the standard 50' steep slope buffer is assumed.

3. Aside from trails, no development is planned along the southern boundary of the remaining lake. The approval by the City of Covington for reduced steep slope buffers will not change the quantity of trees saved along the southern boundary but rather will change the percentage of trees saved in Non-Critical Areas.

9. Development Agreement – Exhibit Q. The revisions to the color and size of the text on Exhibit Q requested by the City are included within said Exhibit in the attached revised Lakepointe Urban Village Development Agreement.

SEPA ADDENDUM

10(a)(i). The Applicant hereby confirms that it is requesting a Determination of Significance and Notice of Adoptions for the three applications at issue here.

10(a)(ii). See updated Exhibit 3.8-10 below. Attached SEPA Addendum has been revised to discuss changes to the housing type mix.

Exhibit 3.8-10. Proposed Land Use for the Action Alternatives

Land Use Type	Unit	Alternative 2 Minimum Urban Village	Alternative 3 Maximum Urban Village	Proposed Site Plan
Residential				
Single Family Detached	Dwelling Units	130	200	20
Townhomes	Dwelling Units	270	400	170
Multifamily	Dwelling Units	600	900	1310
Commercial				
Large Format Retail	Square Feet	600,000	708,940	708,940
Iconic/Local Retail	Square Feet	80,000	141,060	141,060
Park & Ride Lot	Parking Spaces	0	125	125

10(a)(iii). Building Frontage on Covington Connector Deviation Request. The requested deviation to reduce the building frontage along applicable portions of the Covington Connector from 60 percent to 40 percent will not materially change the character and pedestrian experience of the overall project. The language in the Hawk Property Subarea Plan (Ordinance No. 01-14) Section 18.35.310(3) addresses the Covington Connector character. This section notes that the Connector should 1) attenuate traffic speeds, 2) support active street-level uses, and 3) enhance pedestrian comfort and safety. Further, this section states that an interconnected system of pedestrian and bicycle facilities shall provide access to all areas of the community, to adjacent neighborhoods and to regional trails.

At the time the Subarea Plan was being developed and Section 18.35.310 adopted into Covington Municipal Code, the opportunity to create a unique urban village was not fully realized. Early concepts for the retail portion of the project were akin to a traditional suburban destination retail with large format shops, large parking field and local shops fronting the Covington Connector. The project has been substantially refined and has added structured parking to significantly reduce the size of surface parking areas. Further, two very strong urban corridors have been provided through the commercial area to enhance the urban feel which includes an at-grade overcrossing of the Covington Connector to enhance the pedestrian experience and pedestrian safety. Bicycle lanes have been added to the Covington Connector, and, as shown on the trails map, several links to the trails system are possible from the Covington Connector. A median has been added to the Covington Connector to help attenuate speed, and three stoplight controlled intersections will both control speed and enhance pedestrian safety. The sidewalk along the Covington Connector is planned to meander within a 25-foot landscape area to provide an enhanced experience but will also provide connections to adjacent retail and parking areas. Overall, the project has created a more urban feel with a layout to encourage a "park once and walk" environment.

Providing 60 percent building frontage along the Covington Connector would require more surface parking in the vicinity of the building frontage. The stand-alone shops along the frontage tend to be one stop experiences and therefore will demand parking in close proximity to the

structure. By reducing the building frontage to 40 percent, a corresponding reduction in surface parking area will result. The proposed 25-foot landscape area between the edge of roadway and buildings will be landscaped primarily with ornamental urban landscaping and a walkway much like one would find in an urban downtown park. The walkway along the Covington Connector will provide access points to the structures as well as parking areas. To require a 60 percent building frontage and the additional surface parking would require portions of the proposed 25 foot landscape area to be reduced or eliminated to accommodate the buildings and parking.

10(a)(iv). A reduction from 60 percent building frontage to 40 percent building frontage will not have a significant reduction in the pedestrian experience. Such reduction is of negligible quantity and significantly relative. The pedestrian experience throughout the entire project, including the Covington Connector with the proposed 40 percent building frontage will truly be urban. The benefits of more landscaping and less surface parking are an equal or favorable tradeoff to a 60 percent building frontage requirement.

10(a)(v). Please see the attached revised Lakepointe Urban Village Development Agreement that includes proposed changes to Section 10.1. In addition, please see section 30.17 of the Development Agreement which notes that in the case of conflict, the deviation language set forth in subsections 10.1 through 10.5 shall control above all else.

10(a)(vi). 3.6-Tree Preservation. Below is the information requested regarding Air Quality Assumptions for the Master Development Plan included within the Lakepointe Urban Village Development Agreement:

26.10 acres forest cleared
9.13 acres forest outside of critical areas retained
49.45 acres forest inside critical areas retained
4.87 – 10.49 acres of park (4.87 ac for minimum per CMC based on proposed housing type mix and 10.49 ac based on current Master Development Plan)
3.51 acres landscape areas (based on current Master Development Plan)

10(a)(vii). Please see Applicant's response to Comment 1(b) above.

ZONING MAP AMENDMENT

11(a). Lot 4, as proposed in the Zoning Map Amendment and Boundary Line Adjustment applications, is comprised of 35.34 acres (R-12) and 48.30 acres (R-6).

11(b). The City requested table is below:

[*see next page*]

Subarea Zoning	Current Area (including unopened ROW)	Proposed Area with Zoning Map Amendment LU16-0025 (including unopend ROW)
	Acres	Acres
Total Site Acreage:	214.08	214.08
M-Mineral	79.90	
R-6 - Urban Residential - Medium Density	134.18	53.52
R-12 Urban Residential - High Density		35.34
MR Urban Residential - Mixed Use		34.00
RCMU - Regional Commercial - Mixed Use		91.22

11(c). The proposed zoning boundaries in the zoning amendment application are similar to the zoning boundaries contained within the "Proposed Zoning" map in the Hawk Property Subarea Plan. The zoning map application places the RCMU zone in the north and west portions of the site, along SR 18, which is similar to the "Proposed Zoning" map in the Subarea Plan. The application's proposed map also places lower density residential in eastern areas of the site, similar to the Subarea Plan.

Applicant has included a few changes to the layout as compared to the map contained in the Subarea Plan. The zoning map in the zoning amendment application extends the RCMU zone slightly south of where the line is drawn in the Subarea Plan. Applicant selected this location for the RCMU zone because it will ensure that the lake falls within the RCMU zone, creating a more seamless link between the commercial area and the lake, which will activate the public space and encourage broader use of the amenity. Applicant has also moved the MR zone north, towards the center of the site and extended the R-12 zone along the southern boundary. This change will allow the highest density residential to be near the center of the site, instead of along the southern boundary, where it would otherwise back up to single family residential uses. This creates a buffer between higher density residential uses in the Subarea and existing lower density uses. Finally, Applicant extended the R-6 zone west from the far eastern corner where the "Proposed Zoning" map had included it. This change was made at City Staff's request, because much of the area Applicant proposes to include in the R-6 zone is comprised of wetlands and buffer. Placing lower density residential zones in areas that are unsuitable for development allows for a much more efficient site.

12(a)(i). Please see attached revisions to the Applicant's Zoning Amendment Application referencing the currently adopted Covington Comprehensive Plan 2015-2035 (Ord. 02-2106) and addressing consistency with the applicable goals, objectives and policies of the adopted Comprehensive Plan.

12(a)(ii). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(a)(iii). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(b). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(c)(i). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(c)(ii). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(c)(iii). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(c)(iv). Please see attached revisions to the Applicant's Zoning Amendment Application.

12(d)(i). A hard copy of the referenced document is attached herewith. Please see attached revision to the Applicant's Zoning Amendment Application.

12(d)(ii). Please see attached revision to the Applicant's Zoning Amendment Application.

12(d)(iii). Per the City's comments, Applicant has reached out to Robert Hendrickson to discuss the Fiscal Impact Analysis. Applicant looks forward to working with the Finance Department going forward.

BOUNDARY LINE ADJUSTMENT

13. A revised boundary line adjustment application and survey responding to the City's mark-ups is enclosed herewith for the City's further review.

Please feel free to contact me at 425-898-2100 or via email at clund@oakpointe.com should you have any questions regarding this response letter.

Very Truly Yours,

Colin Lund
Director of Development

LAKEPOINTE URBAN VILLAGE DEVELOPMENT AGREEMENT
BETWEEN
CITY OF COVINGTON, HUGHES AND HAWKS DEVELOPMENT, and
OAKPOINTE LAND COVINGTON, LLC

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This Development Agreement ("Agreement") is entered into as of the Effective Date by and between the CITY OF COVINGTON, Washington, a municipal corporation operating under the provisions of Chapter 35.A RCW ("Covington" or the "City"); HUGHES AND HAWKS DEVELOPMENT, a joint venture composed of Hughes Family Investment, Ltd., a Washington limited partnership, and Hawk Family Properties Limited Partnership, a Washington limited partnership (collectively, the "Hawk Property Owner"); and OAKPOINTE LAND COVINGTON, LLC, a Delaware limited liability company (the "Master Developer") (each may be individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

A. To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development, the Washington State Legislature enacted RCW 36.70B.170 through 36.70B.210 (the "Development Agreement Statute"), which authorizes a local government to enter into a development agreement with the owner of real property within its jurisdiction. Under the Development Agreement Statute, "A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW."

B. The City has adopted a process for the review and approval of development agreements, as codified in Chapter 18.114 of the Covington Municipal Code ("CMC"). Pursuant to Chapter 18.114 CMC, this Agreement was submitted to the City under land use application number LU16-0026/0028 and has been processed, considered, and executed in accordance with the City's development regulations in such chapter and Washington State law requirements, including RCW 36.70B.170 through 36.70B.210.

C. The Master Developer is the owner of approximately 0.57 acres of land within the City located adjacent to SE 256th Street, consisting of one parcel commonly known as King County Parcel No. 3022069090 (the "Master Developer Property").

D. The Hawk Property Owner is the owner of approximately 213.51 acres located adjacent to State Route 18 lying easterly of the SE 256th Street overpass, consisting of five parcels commonly known as King County Parcel Nos. 1922069041, 3022069001, 2022069012, 2022069152, and 2922069162 (the "Hawk Property").

E. The Master Developer Property and the Hawk Property are collectively referred to herein as the "Lakepointe Urban Village". A legal description of the Lakepointe Urban Village is included in Exhibit D hereto. The Lakepointe Urban Village is the same subject area of the Subarea Plan and Planned Action, as defined and described more specifically in Recital H.

F. The Master Developer is under contract to purchase the Hawk Property from the Hawk Property Owner.

G. The Hawk Property Owner currently leases a portion of the Hawk Property to Lakeside Industries, Inc. for operation of an asphalt business and related construction, aggregate, and equipment storage, and equipment maintenance activities and uses. These are the only uses proposed to be permitted on the Hawk

Property prior to any further approvals through Implementing Project permit applications (as defined in Section 13) and environmental review.

H. On February 11, 2014, the City completed a multi-year public planning process for the Lakepointe Urban Village, which included adoption of the following ordinances:

(i) Covington Ordinance No. 01-14, adopting the Hawk Property Subarea Plan (the "Lakepointe Urban Village Subarea Plan" or "Subarea Plan"), a true and correct copy of which is attached hereto as Exhibit E;

(ii) Covington Ordinance No. 04-14, adopting the planned action ordinance associated with the Lakepointe Urban Village Subarea Plan (the "Planned Action" or "PAO") a true and correct copy of which is attached hereto as Exhibit C, based on the Hawk Property Planned Action Environmental Impact Statement issued on November 14, 2013 ("Planned Action EIS"), a true and correct copy of which is included in Exhibit C hereto, which identifies impacts and mitigation measures associated with the development identified in the Lakepointe Urban Village Subarea Plan;

(iii) Covington Ordinance No. 02-14, amending the City's 2013 Comprehensive Plan and establishing three new zoning classifications necessary for, and consistent with, implementing the new Lakepointe Urban Village Subarea Plan; and

(iv) Covington Ordinance No. 03-14, amending Chapter 18.35 CMC to establish new zoning classifications for the Lakepointe Urban Village: Mixed Residential (MR); Regional Commercial-Mixed Use (RCMU); and High-Density Residential (R-12).

I. On November 14, 2014, the Hawk Property Owner and Master Developer notified the City that the Hawk Property Owner and Master Developer intended to commence annexation proceedings on the portion of the Hawk Property designated as a Planned Action Area ("PAA") within the City's Urban Growth Area. The City hosted a public meeting on January 13, 2015, during which the City accepted the proposed annexation. On May 11, 2015, the Master Developer submitted a signed 60% petition for annexation to the City for the portion of the Hawk Property located within the PAA. The Covington City Council accepted the application and approved it on October 27, 2015, as Resolution No. 15-11, and forwarded it to the King County Boundary Review Board ("BRB") for their review and approval. The BRB approved the annexation on December 10, 2015, and, on January 12, 2016, the Covington City Council adopted Ordinance No. 01-2016, annexing the aforementioned PAA into the city limits effective January 20, 2016. As a result of this annexation, all of the Hawk Property is now located within the jurisdictional city limits of Covington.

J. On November 21, 2016, the Hawk Property Owner and Master Developer submitted to the City applications for a zoning map amendment (Application No. LU16-0025) (the "Zoning Map Amendment" or "ZMA") (Exhibit G) and boundary line adjustment (Application No. LU16-0024) (the "Boundary Line Adjustment" or "BLA") (Exhibit H) for the Hawk Property to revise the City's zoning of the Lakepointe Urban Village to be consistent with the Subarea Plan (from a combination of Mining and R-6 zones to R-6, R-12, MR, and RCMU) (collectively, the ZMA and BLA shall be known as the "Associated Land Use Applications"). Pursuant to CMC 18.114.040, the development agreement application for this Agreement is being processed in conjunction with said ZMA and BLA applications. The ZMA and BLA applications were deemed complete by the City on December 16, 2016; subsequently, on December 16, 2016, the City requested corrections and additional information from

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the applicants regarding both applications. Revised ZMA and BLA application material was submitted by the Master Developer to the City on February 2, 2017.

K. On November 21, 2016, the Master Developer submitted to the City a development agreement application for this Agreement (Application No. LU16-0026/0028). Said development agreement application was deemed complete by the City on December 16, 2016; subsequently, on December 16, 2016, the City requested corrections and additional information from the Master Developer regarding the development agreement application. On January 11, 2017, the Master Developer hosted a public open house in the Covington City Hall Council Chambers to discuss the development agreement, zoning map amendment, and boundary line adjustment applications submitted to the City and answer questions from the public. The Master Developer submitted revisions to the development agreement to the City on February 2, 2017.

L. Consistent with the Lakepointe Urban Village Subarea Plan, the Master Developer designed its development of the Lakepointe Urban Village to create an urban village at the City's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. Public recreational amenities, such as parks, open space, trails, a central pond feature, and bicycle and pedestrian paths are also included. Pursuant to Section 10, a Master Development Plan ("MDP") (Exhibit J) has been prepared by the Master Developer to provide a conceptual diagram to identify development areas, general circulation and pedestrian routes, parks, critical areas, and a central pond feature in the Lakepointe Urban Village.

M. As identified in Section 16, this Agreement vests development within the Lakepointe Urban Village to the Subarea Plan, the Planned Action, the Land Use Element of the 2015-2035 Comprehensive Plan, and certain chapters of CMC Title 18 for the term of this Agreement.

N. Pursuant to Section 18 and CMC 18.114.030(2)(e), the Master Developer requests, and the City approves, five (5) deviations from the City's current development code regarding:

(i) building frontage along the 204th Ave SE Connector;

(ii) shared parking;

(iii) the phasing and location of on-site recreation requirements;

(iv) waiver of the City's three-year limitation rule for rezoning of property; and

(v) site-wide application of the City's tree preservation requirements.

O. As consideration for the vesting term and deviations summarized in Recitals M and N, and as included in Section 6, the terms of this Agreement require the Master Developer to provide the following public benefits within the Lakepointe Urban Village:

(i) Vehicular parking reserved for Cedar Creek Park visitors in close proximity to the park's access points as well as pedestrian access points to allow people the opportunity to enjoy the park's trails and natural setting;

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(ii) Reserve space for a Covington Police Department storefront substation within the commercial area of the Lakepointe Urban Village; and

(iii) Integrate sustainability measures, such as the principles of smart growth, urbanism, and green building, into the design of the Lakepointe Urban Village.

P. As a result of complying with the terms, mitigation measures, and regulations of the Subarea Plan, Planned Action, and applicable CMC provisions, it is anticipated that the Lakepointe Urban Village will also create the following notable impacts and elements:

(i) Reduce emergency response time from Fire Station #78 to the existing neighborhoods located south of the Lakepointe Urban Village as a result of a required arterial roadway improvement connecting 204th Ave SE through the Lakepointe Urban Village (commonly referred to as the "Covington Connector" (as further described in Section 30) and the local connection to 191st Place SE (as further described in Section 31);

(ii) Reduce congestion on State Route 516 as a result of the new Covington Connector by diverting an estimated 440 peak hour trips to the new roadway;

(iii) Reduce habitat fragmentation between the Jenkins Creek corridor and habitat patches as a result of a wildlife crossing incorporated into the design of the Covington Connector;

(iv) A stewardship program for the Lakepointe Urban Village's open space corridors and/or critical area tracts;

(v) Installation of two gateway elements at the entrances of the Lakepointe Urban Village, one on the west side at the intersection of SR 18 and SE 256th, and the other at southeast side where it connects in to the 204th Ave SE roadway;

(vi) A public gathering place at least ½ acre in area, suitable for special events and celebrations, to be integrated into the commercial area of the Regional Commercial Mixed Use Zone of the Lakepointe Urban Village;

(vii) A second public gathering place at least ½ acre in area adjacent to the Lakepointe Urban Village's central pond feature that will serve as a major public amenity;

(viii) Publicly accessible park and recreational space consistent with the minimum requirements of CMC 18.35.150-190, in addition to a comprehensive trail system and required gathering areas, that will be open to the public, but privately owned, so that the new parks and trails will be available to the community at no cost to the City or its existing residents;

(ix) A wide range of housing options both for rent and sale to accommodate a wide spectrum of the future residents' needs;

(x) Significant additional retail sales tax base to the City through the development of a retail center providing both local and regional tenants in a well-planned, pedestrian friendly environment; and

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(xi) Opportunities for special events, both within the retail area of the Lakepointe Urban Village and the parks and trails, such as art shows, auto clubs, music performances, movie nights, walking clubs, and similar community events.

Q. This Agreement also provides for, among other things:

(i) The conditions of the Lakepointe Urban Village Subarea Plan and associated Planned Action and Planned Action EIS to run with the Lakepointe Urban Village and bind the Hawk Property Owner's and Master Developer's heirs, successors, and assigns;

(ii) Greater certainty about the character and timing of commercial and residential development within the Lakepointe Urban Village;

(iii) Orderly development of the Lakepointe Urban Village on a comprehensive basis consistent with the MDP;

(iv) Timely mitigation of probable significant adverse environmental impacts; and

(v) Encouragement of economic development within the City and an overall positive contribution to the City's fiscal performance.

R. The Hawk Property Owner and Master Developer desire to enter into this Agreement in exchange for the benefits to the City described in Recital O. Moreover, entering into this Agreement provides assurance to the Master Developer and its successor and assigns that:

(i) Implementing Projects within the Lakepointe Urban Village will be processed under the terms of the Lakepointe Urban Village Subarea Plan, the Planned Action, zoning map amendment, and boundary line adjustment;

(ii) That all Implementing Projects will be vested to and processed in accordance with the standards described in this Agreement and otherwise applicable local, state, and federal laws;

(iii) That this Agreement and its standards will be in effect for a minimum of fifteen (15) years; and

(iv) that the mitigation measures identified in the Planned Action, together with adopted City development regulations, are adequate to mitigate the significant adverse impacts from the Lakepointe Urban Village's Implementing Projects and provide procedures for additional environmental review should an Implementing Project exceed the development thresholds specified in the Planned Action or if environmental conditions change significantly from those analyzed in the Planned Action EIS.

S. [ADD A RECITAL PARAGRAPH REGARDING SEPA REVIEW COMPLETED FOR DA].

T. This Agreement, along with the Zoning Map Amendment and Boundary Line Adjustment applications, was reviewed by the Covington Planning Commission at a public hearing held by the same on March 16, 2017 Notice of Hearing was published in the *Covington Reporter* and the City's website on February 24, 2017. On March 2, 2017 notice was also posted at City Hall, on three notice boards on the subject property,

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and mailed to parties of records, agency contacts, and properties within 500 feet of the subject property. Courtesy notices were also mailed to attendees of the January 11, 2017 Open House.

U. Upon review of the application material, this Agreement, and received public testimony, the Planning Commission made and forwarded their findings and recommendation on the development agreement application and this Agreement to the Covington City Council on XXXXXXXXXX XX, 2017.

V. On XXXXXXXXXX, the City Council held a public hearing to consider the Planning Commission's recommendations, as required by RCW 36.70B.200 and CMC 18.114.040.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency, and receipt of which are hereby acknowledged, the parties hereby voluntarily mutually agree as follows.

AGREEMENT

I. INTRODUCTION

1. PURPOSE & AUTHORITY

1.1. This Agreement governs and vests the development, use, and mitigation for the development of the Lakepointe Urban Village. The Parties have drafted this Agreement to be consistent with Washington State law, the Land Use Element of the 2015-2035 Comprehensive Plan, the CMC, the Lakepointe Urban Village Subarea Plan, the Planned Action EIS, and the Planned Action.

1.2. Except as otherwise provided for herein, the City's Director of Community Development and/or his or her designee (the "Designated Official") shall have the authority to interpret and implement the terms of this Agreement on behalf of the City.

2. DEFINITIONS

All capitalized terms in this Agreement shall have the meaning as set forth in this Agreement; or, if not defined herein, capitalized terms shall have the meaning set forth in the Lakepointe Urban Village Subarea Plan, the Planned Action, and the CMC. If there is a conflict between the capitalized terms used in this Agreement and the terms defined in the Planned Action, Subarea Plan and/or CMC, the definitions set forth in this Agreement shall first control, then the Planned Action, then the Subarea Plan, and then the CMC.

3. EXHIBITS

The following exhibits to this Agreement are attached hereto and fully incorporated herein:

Exhibit A	City of Covington 2015-2035 Comprehensive Plan Land Use Element
Exhibit B	Covington Municipal Code Title 18
Exhibit C	Planned Action Ordinance (which includes the planned Action EIS)
Exhibit D	Lakepointe Urban Village Legal Description
Exhibit E	Lakepointe Urban Village Subarea Plan
Exhibit F	Survey of Lakepointe Urban Village

Exhibit G	Lakepointe Zoning Map Amendment
Exhibit H	Lakepointe Boundary Line Adjustment
Exhibit I	Critical Areas Study
Exhibit J	Lakepointe Master Development Plan
Exhibit K	Lakepointe Master Circulation Plan
Exhibit L	Lakepointe Phasing Map
Exhibit M	Lakepointe Connector Building Frontage Deviation
Exhibit N	Lakepointe Tree Base Canopy Area
Exhibit O	DNR Reclamation Permit
Exhibit P	Subarea Design Standards
Exhibit Q	Green Space Buffer
Exhibit R	Unopened Right-of-Way
Exhibit S	Transportation Mitigation Exhibit
Exhibit T	Lakepointe Master Trails Plan

4. APPLICABLE DEVELOPMENT & ASSOCIATED LAND USE APPLICATIONS

Land within the boundaries of the Lakepointe Urban Village, as further specified in this section, together with the associated offsite improvements, shall be physically developed pursuant to the terms and conditions of this Agreement. The Parties recognize that the development of the Lakepointe Urban Village, including conformance with the conditions in this Agreement, is also subject to third party permits and approvals outside the control of the Parties.

4.1. **Lakepointe Urban Village Description.** The property that is the subject of this Agreement consists of the Hawk Property and the Master Developer Property, as legally described in Exhibit D and shown in the survey attached hereto as Exhibit F.

4.2. **Lakepointe Urban Village Development Description.** The proposed development of the Lakepointe Urban Village that is the subject of this Agreement is a commercial/residential development with a mix of uses, types, and density of development, with both public and private amenities as described in the Land Use Element of the 2015-2035 Comprehensive Plan, the Planned Action, and Lakepointe Urban Village Subarea Plan.

4.3. **Associated Land Use Applications.** The proposed associated underlying land use approvals accompanying this Agreement are the Zoning Map Amendment and the Boundary Line Adjustment for the Lakepointe Urban Village.

5. CONSIDERATION AND OBLIGATIONS OF THE PARTIES

5.1. **Obligations of the Hawk Property Owner and Master Developer.** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City as set forth herein is material consideration for the Hawk Property Owner and Master Developer's agreement to perform and abide by the covenants and obligations of each as set forth herein.

5.2. **Obligations of the City.** The Parties acknowledge and agree that the Hawk Property Owner's and Master Developer's agreement to perform and abide by the covenants and obligations of each as set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City forth herein.

6. PUBLIC BENEFITS PROVIDED FOR IN THIS AGREEMENT

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6.1. **Police Storefront Substation**. The Master Developer shall reserve a location within the commercial area of the Lakepointe Urban Village for an integrated police storefront substation for the Covington Police Department. The Master Developer agrees to work cooperatively with the Covington Police Department on the final location, design, size and features of such substation. The Parties acknowledge that the Covington Police Department will be obligated to pay 80% of market rental rates for such substation if it elects to execute a lease for such space. This reduced rental rate shall be applicable for the term of this Agreement.

6.2. **Public Parking for Access to Cedar Creek Park.** The Master Developer shall provide a minimum of six (6) parking spaces within the Lakepointe Urban Village set aside and assigned for use by the public to access trails leading to King County's Cedar Creek Park. The general location of these parking spaces is shown on the MDP (Exhibit J).

6.3. **Sustainability.**

6.3.1. The Master Developer shall incorporate the following sustainable development practices within the Lakepointe Urban Village:

6.3.1.1. Solar electric panels;

6.3.1.2. Rainwater reuse, when practical, for irrigation and/or interior uses;

6.3.1.3. Community garden;

6.3.1.4. WaterSense-labeled homes; and

6.3.1.5. LEED-certified and Built-Green-certified buildings.

6.3.2. To the extent practical and feasible, the Master Developer by its own commercially reasonable discretion should also seek to include the following sustainable development practices within the Lakepointe Urban Village:

6.3.2.1. FSC wood use (50% minimum by cost);

6.3.2.2. Less toxic vinyl alternatives for stormwater pipe or electrical conduits;

6.3.2.3. Heat pumps for heating and/or hot water;

6.3.2.4. Heat recovery ventilators;

6.3.2.5. Significant increase in insulation (e.g. insulation outboard of shear wall);

6.3.2.6. Triple paned windows;

6.3.2.7. Solar hot water; and

6.3.2.8. Other sustainability innovations permitted to be incorporated by the Designated Official.

[END OF ARTICLE I]

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II. LAND USE AND PROJECT ELEMENTS

7. COMPREHENSIVE PLAN DESIGNATION

The Lakepointe Urban Village is designated as the "Lakepointe Urban Village Subarea" in the Future Land Use Plan within the Land Use Element of the 2015-2035 Comprehensive Plan (Exhibit A).

8. ZONING

8.1. Zoning Map Amendment. Pursuant to CMC 18.114.040, the application for this Agreement shall be accompanied and be processed in conjunction with its Associated Land Use Applications. Accordingly, the Master Developer submitted the Zoning Map Amendment application for the Lakepointe Urban Village (Application No. LU16-0025/0028). The approved zoning map, depicting the approved zoning map amendments, is shown in Exhibit G hereto.

8.2. Boundary Line Adjustment. To ensure that the zoning lines in the Zoning Map Amendment follow lot lines, or other boundary lines as otherwise approved by the City, the Master Developer also submitted the Boundary Line Adjustment to be approved by the City Council in conjunction with this Agreement. Pursuant to

8.3. Zoning of Wetland Area Adjacent to Jenkins Creek.

8.3.1. As depicted in the Zoning Map Amendment, Lots 1 and 2 will be zoned RCMU, Lot 3 will be zoned MR, and Lot 5 will be zoned R-6, each in their entirety.

8.3.2. Also as depicted in the Zoning Map Amendment, Lot 4 will be zoned both R-6 (48.30 acres) and R-12 (35.34 acres). See Section 8 for additional provisions regarding this split-zoned parcel. The R-6 zoned portion of Lot 4 includes all wetlands and the required 165-foot buffer from the wetland adjacent to Jenkins Creek, as identified in the Critical Area Study on Wetlands and Streams for Lakepointe Urban Village dated November 4, 2016 (Exhibit I).

8.4. Split Zone. The City desires to have zoning boundaries follow parcel boundaries. However, given the number of existing underlying parcels owned by the Hawk Property Owners available within the Lakepointe Urban Village, proposed Lot 4 (see Exhibit H) will retain split R-6 (48.30 acres) and R-12(35.34 acres) zoning only until such time as additional lots or tracts are created. As part of the application for the first Implementing Project that proposes to subdivide or adjust the boundary lines of Lot 4 or Lot 3, the Master Developer shall ensure that such split zoning on Lot 4 is terminated by creating a separate legal parcel for the R-6 area and a separate legal parcel for the R-12 area. The Parties acknowledge and agree that such resulting legal parcels shall be exempt from the infrastructure improvement requirements typically associated with subdivisions in order to facilitate an earlier subdivision to reflect zoning boundaries.

8.5. Automatic Rezone of Lot 4. If the split zoning of Lot 4 has not been eliminated by January 1, 2026, the Master Developer shall timely file a zoning map amendment with the City to rezone Lot 4 to R-6 in its entirety.

9. ALLOWED DEVELOPMENT

9.1. Uses Defined.

9.1.1. As used in this Agreement, "commercial" is the equivalent of "non-residential". When used to describe land uses, "commercial" shall mean all land uses other than non-transient residential

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land uses. When used to describe development, floor space, or structures, "commercial" shall mean all structures, areas, and facilities not designed and used for permanent residential occupancy or accessory to residential occupancy.

9.1.2. For the purposes of determining land use thresholds pursuant to this Agreement and the Planned Action, a "Hotel" use, as defined in CMC 18.20.613 and permitted by CMC 18.25.030 in the MR and RCMU zoning districts, shall be deducted from the commercial square footage development threshold.

9.2. **Minimum and Maximum Allowable Development.** The Lakepointe Urban Village shall be developed with the following land uses and development thresholds:

Land Use Development Thresholds	Minimum	Maximum
Residential Dwellings (units)	1,000	1,500
Commercial Square Feet	680,000	850,000

The Parties acknowledge and agree that shifting development amounts between the land use development thresholds in this section may be permitted by the City consistent with the terms of the Planned Action upon request by the Master Developer when the total build-out is less than the maximum amount of development reviewed in the Planned Action EIS (*i.e.*, 1,500 residential dwellings and 850,00 commercial square feet, collectively referred to herein as the "Maximum Allowable Development"), the Trip Ceiling (as defined in Section 28) is not exceeded, and the mitigation measures set forth in the Planned Action and Articles V and VI are performed.

9.3. **Duties of Master Developer to track dwelling units and commercial square footage.** The City and Master Developer shall develop a process to track "Residential Dwelling Unit" counts and "Commercial Square Feet" based on approved Implementing Projects. On an annual basis, due by December 31 of each year, the Master Developer shall provide an accounting to the Designated Official of the number of residential dwelling units and the amount of commercial development square footage that has been approved within the Lakepointe Urban Village.

9.4. **Exceeding Maximum Development.**

9.4.1. The Master Developer may request the approval of additional commercial square footage and/or residential dwelling units in the Lakepointe Urban Village that exceed the Maximum Allowable Development provided for in this section.

9.4.2. A request for such additional development shall be considered a Major Amendment to this Agreement and processed pursuant to Section 37.

9.4.3. Pursuant to Section III(D)(2)(c) of the Planned Action, the Parties acknowledge that the additional Commercial square footage and/or residential dwelling units approved beyond the Maximum Allowable Development are outside the scope of the Planned Action EIS and may not be Planned Action Projects (as defined in the Planned Action), and, therefore, will require additional environmental review under the Washington State Environmental Policy Act ("SEPA"), Chapter 43.21C RCW. Any request to exceed the Maximum Allowable Development shall be submitted in writing to the Designated Official and be accompanied by a SEPA checklist. The

City's SEPA Responsible Official shall determine the additional level of SEPA review necessary, if any, to adequately address potential impacts of such additional development.

9.4.4. As a condition of approval of such a Major Amendment to exceed the Maximum Allowable Development, the City may require the Master Developer to provide additional public benefits as consideration for the development that exceeds the Maximum Allowable Development.

10. MASTER DEVELOPMENT PLAN

10.1. **MDP Required.** The Master Development Plan for the Lakepointe Urban Village is attached hereto as Exhibit J. The Lakepointe Urban Village shall be developed as generally depicted in the MDP and Implementing Project applications shall be consistent with the MDP. This MDP has been prepared by the Master Developer; determined by the City to be consistent with the Lakepointe Urban Village Subarea Plan; and is deemed by the City as part of this Agreement to be the Final Site Plan referenced on pages 8 and 9 of the Lakepointe Urban Village Subarea Plan. The final location of all development within the Lakepointe Urban Village will be determined at time of Implementation Project approval based on existing conditions and subject to the terms of the Planned Action, Subarea Plan, and this Agreement, as well as all other applicable local, state, and federal code requirements.

10.2. **MDP Purpose and General Contents.** The MDP is consistent with the parcel boundaries set forth in the Boundary Line Adjustment and the rezone proposed in the Zoning Map Amendment. The MDP depicts the following elements:

10.2.1. Areas for development consistent with the Zoning Map Amendment and Boundary Line Adjustment;

10.2.2. General location of land uses;

10.2.3. Parking, park and ride, and multi-modal circulation;

10.2.4. General location of the Covington Connector, the 191st Place SE extension roadway, and major access points and access to public streets;

10.2.5. Critical areas;

10.2.6. Focal points, including two (2) required public gathering places referred to herein as the pond area public gathering place and the public gathering place within the RCMU commercial area, each at least ½ acre, to serve as a public amenity and be suitable for special events and celebrations consistent with the Subarea Plan and CMC 18.35.310(5)(d) and (6)(a);

10.2.7. The general location of a larger park consistent with CMC 18.35.310, and trails and open space;

10.2.8. Location and width of the Green Space Buffer along the southern border of the Lakepointe Urban Village adjacent to existing residential development in the Covington Park and Timberlane Estates and Shire Hills subdivisions consistent with Comprehensive Plan Policy LU-41 (Exhibit A) which provides: "Encourage the preservation of a green space buffer, which may include public trails, along the southern border of the Lakepointe Urban Village adjacent to existing residential development"; and

10.2.9. Configuration of an approximate 19.5-acre central pond feature.

10.3. **MDP Amendments.** An amendment to the MDP may be requested by the Master Developer pursuant to the standards outlined in Section 37. Applications for an amendment to the MDP shall be submitted concurrently with the associated Implementing Project application requiring the modification for a

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consolidated review; however, nothing herein shall preclude the Master Developer from submitting a MDP amendment application as a standalone request if there is no associated Implementing Project.

11. MASTER CIRCULATION PLAN.

11.1. Requirement. A master circulation plan for the Lakepointe Urban Village showing the general location of vehicular, transit, pedestrian, and bicycle circulation into, through and out of the Lakepointe Urban Village is attached hereto at Exhibit K (the "Master Circulation Plan" or "MCP"). Circulation within the Lakepointe Urban Village shall be constructed as generally depicted in the MCP and Implementing Project applications shall be consistent with the MCP. The final locations of circulation will be determined at time of Implementing Project application based on existing conditions, subject to the terms of the Planned Action, the Subarea Plan, and this Agreement, as well as all applicable local, state, and federal code requirements.

11.2. MCP Amendments. An amendment to the MCP may be requested by the Master Developer pursuant to the procedures outlined in Section 37. Applications for an amendment to the MCP shall be submitted concurrently with the associated Implementing Project application requiring the modification for a consolidated review; however, nothing herein shall preclude the Master Developer from submitting a MCP amendment application as a standalone request if there is no associated Implementing Project.

12. PHASING.

It is anticipated that the Lakepointe Urban Village will be developed over several years through multiple phases to respond to market demands, infrastructure timing, and timing of site reclamation. An expected phasing plan for the Lakepointe Urban Village is attached hereto as Exhibit L (the "Phasing Plan"). The Master Developer is responsible for submitting an updated phasing plan to the City prior to the submittal of the first Implementing Project permit application (excluding clear and grade permit no. LU15-0013 and any permits associated with Lakeside Industries' relocation and continued operation of its sand, gravel, and associated asphalt businesses) and annually thereafter, or report to the City that there are no changes to the Phasing Plan, by December 31 of each year. Such submittals shall not be considered amendments to this Agreement.

[END OF ARTICLE II]

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III. IMPLEMENTING PROJECTS

13. IMPLEMENTING PROJECTS DEFINED

For the purpose of this Agreement, an "Implementing Project" is any development project within the Lakepointe Urban Village, and all associated off-site improvements, subsequent to the execution of this Agreement that implements or is otherwise consistent with this Agreement, including, but not limited to plats, short plats, binding site plans, site plan review, and construction permits. All Planned Action Projects approved and certified pursuant to the Planned Action are Implementing Projects.

14. CONDITIONS FOR IMPLEMENTING PROJECT APPROVALS

Except for clear and grade permit no. LU15-0013 and any approvals associated with Lakeside Industries' relocation and continued operation its asphalt batch plant and associated businesses, the City shall not issue any Implementing Project approvals, or associated building or construction permits, for the Lakepointe Urban Village until all of the following requirements are met**:**

14.1. **Approval and Execution of this Agreement.** This Agreement shall be adopted by the City Council in accordance with Chapter 36.70B RCW and CMC Ch. 18.114.

14.2. **Approval of Zoning Map Amendment and Boundary Line Adjustment.** Concurrently with the Covington City Council's approval of this Agreement, and pursuant to Section 8, the Council shall adopt an ordinance approving the Zoning Map Amendment and Boundary Line Adjustment for the Lakepointe Urban Village. Verification that the Boundary Line Adjustment has been recorded with King County must be submitted to the City prior to the City's approval of any Implementing Project for the Lakepointe Urban Village, or within one year of approval of the BLA, whichever occurs first.

14.3. **DNR Reclamation Plan.** As required by CMC 18.60.080, and as a necessary condition for Zoning Map Amendment approval, the Master Developer has submitted to the City, a revised and approved Reclamation Plan for the Lakepointe Urban Village (Department of Natural Resources (DNR) Reclamation Permit No. 70-011068) and the Technical Memorandum (Golder Associates, February 8, 2016) (Exhibit O). Reclamation import fill material shall be inspected, placed, compacted, and tested in accordance with the recommendations contained within the Technical Memorandum, with all field inspection and test results copied to the City.

14.4. **ACOE Jurisdictional Determination.** Prior to the City's approval of any Implementing Project, or an off-site development project, that proposes or is deemed to discharge water into the Lakepointe Urban Village's existing pond area, or at the time of any further revision of the Reclamation Permit, the Master Developer shall obtain a preliminary jurisdictional determination from the United States Army Corps of Engineers ("ACOE") regarding whether the pond within the Lakepointe Urban Village is regulated by the ACOE under the Clean Water Act. Should the ACOE determination assert jurisdiction over the existing pond within the Lakepointe Urban Village, the Master Developer shall submit to the ACOE an application for a Section 404 permit for the grading of the central pond feature of the Lakepointe Urban Village as contemplated in the Subarea Plan and MDP.

15. IMPLEMENTING PROJECT APPLICATIONS

15.1. **Conceptual Site Plan.** As part of its application for an Implementing Project permit in the Lakepointe Urban Village, the applicant shall submit a conceptual site plan consistent with the requirements of this Agreement and the Planned Action.

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15.2. **Site Circulation Plan.** As each Implementing Project permit application is submitted, a site –specific circulation plan shall be submitted by the applicant that shows how the Implementing Project is consistent with the MCP and this Agreement, and how circulation of all transportation modes gain access to, from, and through the subject site.

16. VESTING

16.1. Vesting.

16.1.1. Based upon the substantial investment that will be necessary to develop the Lakepointe Urban Village and the desire by the City and Master Developer for predictable development standards throughout the development of the Lakepointe Urban Village, unless otherwise specified herein or through an amendment of this Agreement, during the term of this Agreement the Master Developer shall have a vested right to develop, construct, and repair the Lakepointe Urban Village in accordance with and subject to the terms of this Agreement.

16.1.2. All development within the Lakepointe Urban Village, as well as all associated off-site improvements, shall be implemented through Implementing Projects. Implementing Projects shall be vested to and governed by the regulations set forth in Section 16.2.

16.1.3. With the exception of the development standards deviations set forth in Section 18, the terms of the Planned Action shall control if there is any conflict between its provisions and remaining vested regulations described in Section 16.2.

16.1.4. Following the expiration or lawful termination of this Agreement, all land use applications affecting the Lakepointe Urban Village shall be governed by the land use designations and regulations in effect for the Lakepointe Urban Village at the time such application is filed with the City.

16.2. **Vested Regulations.** During the term of this Agreement, Implementing Projects (including all off-site improvements associated with an Implementing Project) are vested to:

16.2.1. the Land Use Element chapter of the 2015-2035 Comprehensive Plan (Ordinance No. 02-2016) (Exhibit A);

16.2.2. the Lakepointe Village Subarea Plan (Exhibit E);

16.2.3. the Planned Action Ordinance (Exhibit C); and

16.2.4. CMC Title 18 in effect on the Effective Date of this Agreement (Exhibit B) except for:

16.2.4.1. Chapter 18.47 CMC, Protection and Preservation of Landmarks, Landmark Sites and Districts;

16.2.4.2. Chapter 18.55 CMC, Signs;

16.2.4.3. Chapter 18.65 CMC, Critical Areas;

16.2.4.4. Chapter 18.90 CMC, Residential Density Incentives;

16.2.4.5. Chapter 18.95 CMC, Transfer of Residential Density Credits; and

16.2.4.6. Chapter 18.122 CMC, Parks, Recreational Facilities and Open Space Impact Fees.

16.3. **Fees.** All Implementing Project permit applications shall be subject to all fees (including Impact Fees) in effect on the date such application is submitted, including full cost recovery of all City staff and necessary consultant time required for review of an Implementing Project's permit application for

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consistency with this Agreement and for any amendments to this Agreement, except as provided for in Section 34.

16.4. **Police Power / Preemption.** Nothing herein relieves the Master Developer of any obligations it may have during the term of this Agreement to comply with the terms of state or federal laws or regulations of any kind, including but not limited to those related to storm, surface water, floodplain management and the DNR Reclamation Permit as set forth in Exhibit O hereto. Implementing Project applications for the Lakepointe Urban Village shall not be vested against the application of development standards that are imposed by virtue of state or federal preemption of the City's regulatory authority. As provided by RCW 36.70B.170(4) and Chapter 18.114 CMC, Implementing Projects shall not vest against new development regulations to the extent the new regulations are required by a serious threat to public health and safety.

16.5. **International Codes.** The International Building Code, International Residential Code, International Fire Code, and other construction codes in effect in the State of Washington as of the date of the filing of a complete application for a building permit shall apply to all new Implementing Projects.

16.6. **Optional Regulations**. During the term of this Agreement, the Master Developer may, at its sole option, develop the Lakepointe Urban Village in accordance with an updated version of CMC Title 18, and all chapters and sections therein, adopted after the date of the Covington City Council's approval of this Agreement, without the obligation to bring previously approved Implementing Projects into conformance. Upon the Master Developer's decision to develop under an updated version of CMC Title 18, the Master Developer may not revert to developing the Lakepointe Urban Village under any prior version, in whole or in part, of CMC Title 18. Nevertheless, such a decision shall not require the Master Developer or an Implementing Project applicant to revise or modify a prior-approved Implementing Project that has not yet been completed. Instead, the Master Developer or applicant may complete such pre-approved Implementing Project, consistent with the applicable prior version of the CMC, provided such Implementing Project permit approval has not yet expired.

17. DEVELOPMENT APPROVAL PROCESS

This section shall apply to all Implementing Projects, including associated off-site improvements, except for clear and grade permit no. LU15-0013, any permits associated with the Covington Connector, and any permits associated with Lakeside Industries' relocation and continued operation of its asphalt businesses.

17.1. **Complete Application Submittals.** Master Developer acknowledges that timely review of Implementing Project permit applications by the City requires complete and high quality application submittals by Implementing Project permit applicants. As such, the Master Developer shall use commercially reasonable efforts to ensure that Implementing Project permit applications are complete and of a high quality prior to submittal to the City for review.

17.2. **Timely Review.** The City recognizes the importance of timely review and approval of Implementing Project permit applications. From time to time, several Implementing Project permit applications will likely be submitted concurrently representing a substantial amount of review. The Master Developer may request the City provide outside consultant review of the plans or Implementing Project to expedite the process. Any cost associated with outside consultants shall first be deducted from any required permit fee and the remaining cost billed to the specific Implementing Project permit applicant requesting the expedited review. The City may require the Implementing Project permit applicant to submit a deposit to the City, in an amount reasonable to the estimated amount of consultant work to be performed, from which the City will deduct costs incurred from third-party consultants. Any deposited

funds that remain upon completion of review of the subject permits shall be returned to the permit applicant.

17.3. **Master Developer Design Review Committee.** Prior to the submission of the first Implementing Project for a commercial or residential project, the Master Developer shall establish a Design Review Committee ("DRC") consisting of three members appointed by the Master Developer with professional background in any combination of the following: urban planning, landscape architecture, architecture, or site design. The DRC shall review and approve each Implementing Project application listed below for compliance with the design criteria contained within the Urban Village Design Guidelines, as defined in Section 22, the Lakepointe Urban Village Subarea Plan, and this Agreement. The DRC shall provide written confirmation of its approval of the Implementing Project application prior to such application being submitted to the City.

17.3.1. The following Implementing Project permits are required to have DRC review:

- Preliminary subdivision, alteration, or revision
- Binding Site Plan
- Commercial Site Development Permit
- Sign Permit
- Building Permit (excluding tenant improvements)
- Wireless Communication Facility
- Landscaping or Streetscaping Request

17.3.2. The City shall reject as incomplete any permit application by an Implementing Project applicant that does not contain written approval of the application by the DRC pursuant to this section.

17.4. **Collaborative Design Review in Pre-Application Meeting.** The Master Developer, or other Implementing Project applicant, may schedule and pay for a pre-application meeting with City staff pursuant to the City's pre-application meeting process to collaboratively work with City staff to help reach consensus on design-related issues prior to plans and Implementing Project applications being submitted for official review.

[END OF ARTICLE III]

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IV. DEVELOPMENT STANDARDS

18. DEVELOPMENT STANDARDS DEVIATIONS

The Master Developer has requested, pursuant to CMC 18.114.030(2)(e), deviations from City development standards. With the approval of this Agreement the City Council has approved the following five (5) deviations that comply with Chapter 18.114 CMC. The Covington City Council hereby approves each of these five deviations as set forth in this section.

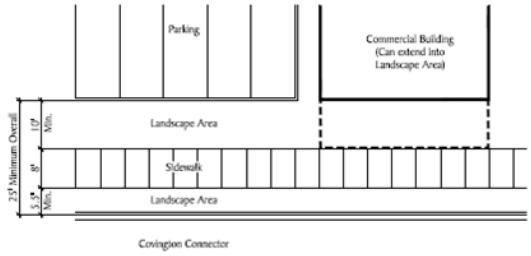
18.1. Covington Connector Frontage. Buildings and frontage improvements along the Covington Connector, commencing at the first westerly access roadway to the commercial area from the Covington Connector and extending to the easterly most access roadway to the commercial area from the Covington Connector as depicted on Exhibit M hereto, shall be designed, located, and constructed consistent with the terms of CMC 18.35.310(3), except for and subject to the following agreed deviations.

18.1.1. In no case shall the total building linear frontage along the Covington Connector be less than forty percent (40%) of the street linear frontage (less intersections and any portion of the roadway depressed more than four (4) feet below the adjacent commercial pad grade).

Commented [A1]: CITY STAFF RECOMMENDATION: City staff does not agree with this provision and recommends that this be increased to 6ft to ensure that the intent of the provision is still met – i.e. 4ft below grade is not sufficient to provide the visibility screening intended.

18.1.2. The dimension of a qualifying plaza or landscaped area (for the purposes of this section, the "Landscaped Area") adjacent to the Covington Connector roadway shall be a minimum of twenty-five (25) feet as measured perpendicular from the edge of the adjacent roadway's back of curb. Said Landscaped Area shall provide for a minimum 5.5-foot-wide planter strip, (between the roadway's back of curb and sidewalk), an 8-foot-wide sidewalk, and a minimum of 10 feet of landscaping between the sidewalk and parking (*e.g*. parking lots, drive aisles, parking structures, and ramps). *See* Figures 1a and 1b herein.

Figure 1a—Required Landscaped Area Dimensions (without Bio-retention Cell)



Covington Connector without Rain Garden

Figure 1b—Required Landscaped Area Dimensions (with Bio-retention Cell)

18.1.3. Except for the 8-foot sidewalk, the Landscaped Area must be landscaped. All vegetation landscaping in the Landscaped Area shall be adequately maintained in good condition for the life of the development.

18.1.4. Landscaped bio-retention cells may be permitted in the Landscaped Area (*see* Figure 1b for example).

18.1.5. When parking is less than thirty (30) feet from the back of curb, the portion of the Landscaped Area between the sidewalk and parking area shall provide a minimum 3-foot high all-season screening.

18.1.5.1. The required screening shall be designed to allow for free access to the parking lot, site, and sidewalk by pedestrians, but does not preclude the Master Developer from meeting any additional parking lot screening requirements.

18.1.5.2. Screen planting shall be of such size, number, and variety (trees and shrubs) to provide the required screening within twelve (12) months after installation.

18.1.5.3. A landscaping bond shall be provided by the Master Developer to ensure adequate screening is provided within the twelve-month period.

18.1.5.4. A restriction shall be placed on the property title (or equivalent document) that ensures that said screening will be maintained for the life of the development.

18.1.6. Any request to substantially change the landscaping within the Landscaped Area shall require review and approval by the Designated Official.

18.1.7. The 25-foot area referenced in Subsection 18.1.2 shall satisfy CMC 18.50.110(1)(g)(iv).

18.2. **Shared Parking.** Shared parking facilities for two (2) or more uses shall be designed consistent with the terms of CMC 18.50.040, except for and subject to the following agreed deviations.

18.2.1. This Agreement provides a deviation to CMC 18.50.040(2), whereby a building or use may be located more than the CMC requirement of 800 feet from the shared parking facility but not

Commented [A2]: STAFF RECOMMENDATION: Staff does not agree with this clause and recommends for it to be deleted so that the screening requirements are always be required, not just when parking is less than 30ft from the back of curb.

Commented [A3]: STAFF RECOMMENDATION: Staff does not agree with this Subsection 18.1.6 as drafted and recommends it be replaced with the language included below. Staff recommends that the city retain the ability to review and approve changes to the landscaping in the Landscaping Area.

Recommended language: "Any request to change, remove, or replace the landscaping, including trees, within the Landscaped Area shall require review and approval by the Designated Official."

Commented [A4]: STAFF RECOMMENDATION: Staff does not agree with this Subsection 18.1.7 and recommends for it to be deleted, as this is effectively a deviation to CMC 18.50, asking the city to approve something we haven't seen implemented. City staff will need to evaluate the site plan and actual landscaping in the Landscape Area to make such a determination.

more than a quarter (1/4) of a mile, provided such distance is supported by a shared parking analysis. The shared parking analysis shall address all of the following:

18.2.1.1. The number of parking spaces provided is at least equal to the greatest number of needed spaces for uses operating at the same time (shared parking may include use of off-site parking in a commercial parking structure);

18.2.1.2. A parking demand analysis to demonstrate that the resultant parking will be adequate for the anticipated uses; and

18.2.1.3. Description of enhanced pedestrian amenities incorporated into the parking lot or structure design to facilitate shared parking.

18.2.2. To ensure that a parking area is shared, each property owner or party shall sign a shared parking agreement in a form acceptable to the Covington City Attorney, stating that his/her property is used for parking by another use(s) on the same property, or a use(s) on adjacent property. The applicant must record said agreement with the King County Recorder's Office to run with the property(s).

18.3. **On-Site Recreation.** On-site recreation areas within the Lakepointe Urban Village are governed by CMC 18.35.150-.190, which sets forth certain square footages and elements for required recreational areas based on the number of and type of dwelling units proposed in an Implementing Project, except for and subject to the following agreed deviations. *See* Section 20 for further discussion of on-site recreation requirements within the Lakepointe Urban Village.

18.3.1. Implementing Projects subject to on-site recreation requirements may utilize recreation areas not in the immediate vicinity of the proposed residential units but instead within the Lakepointe Urban Village as a whole to fulfill its on-site recreation requirement. As such, Implementing Projects within the Lakepointe Urban Village shall be allowed to consolidate parks, playground amenities, and other required outdoor recreation areas and thus share such amenities between individual Implementing Projects and phases of development. This deviation does not reduce the overall total recreational area required per residential dwelling unit within the Lakepointe Urban Village.

18.3.2. In no event shall an Implementing Project's required recreation area be located more than 1,000 feet from the Implementing Project and/or require residents of the subject project to cross an arterial to gain access to the recreational area.

18.3.3. On-site recreation areas within the Lakepointe Urban Village shall not include local and regional trails (notwithstanding those trail segments that cross through a park or recreation area), required public gathering spaces (CMC 18.35.310), critical area tracts/parcels, and/or open space tracts.

18.3.4. The Master Developer is responsible for demonstrating that any required park and recreation area requirements have been constructed or will be constructed prior to occupancy of a certain Implementing Project.

18.4. **Tree Preservation.** On-site tree retention within the Lakepointe Urban Village is governed by Chapter 18.45 CMC, except for and subject to the following agreed deviations. The tree retention requirements under Chapter 18.45 CMC shall be aggregated and assessed to the Lakepointe Urban Village site as a whole as opposed to assessing the requirements cumulatively on an Implementing Project-by-Implementing Project basis pursuant to the procedure provided below. The Parties acknowledge that this deviation is procedural only and that, as shown on Exhibit N hereto, the "Commercial Zoned Tree

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Canopy Area to Remain" and the "Residential Zoned Tree Canopy Area to Remain" meet or exceed the City's substantive requirements for tree retention as set forth in Chapter 18.45 CMC.

18.4.1. Tree preservation for the Lakepointe Urban Village shall be accomplished through an Alternate Tree Canopy Plan, as defined in CMC 18.45.080(3)(f), that preserves at least twenty percent (20%) of the Lakepointe Urban Village's "Base Canopy Area". For the purposes of this Agreement, "Base Canopy Area" is defined as the two areas shown on the existing conditions sheet of Exhibit N hereto as "Commercial Zoned Tree Canopy Area" and "Residential Zoned Tree Canopy Area".

Commented [A5]: STAFF RECOMMENDATION: Staff recommends that the following language be added after the comma after this citation as clarifying language: "for all land zoned urban residential…"

The tree canopy is only applicable to residentially zoned land. (R-6, R-12, and MR). Commercially zoned land will be looked at as a whole but will be required to perform a tree survey, identify all significant trees, and retain 15% of those significant trees or replant that # at a 2 to 1 ratio.

18.4.2. As part of the application for the first Implementing Project (except for clear and grade permit no. LU15-0013 and any approvals associated with Lakeside Industries' relocation and continued operation its asphalt batch plant and associated businesses), the Master Developer shall provide the City with a survey and health assessment of the existing trees in the Base Canopy Area.

18.4.3. For each Implementing Project application, the applicant shall identify the area within the Implementing Project site that is set aside for tree preservation, the total tree preservation area preserved within the Lakepointe Urban Village to date, the remaining tree canopy area to be preserved within the Lakepointe Urban Village, and the Lakepointe Urban Village's remaining Base Canopy Area.

18.4.4. At no point shall the remaining Base Canopy Area of the Lakepointe Urban Village be less than the remaining tree area to be preserved. At such point in time that the twenty percent (20%) Base Canopy Area threshold within the Lakepointe Urban Village has been met, all further Implementing Projects within the Lakepointe Urban Village shall be exempt from the City's tree preservation requirements.

18.5. **Limitation on 3-Year request for rezoning.** For the term of this Agreement, to more closely align zoning within the Lakepointe Urban Village with the intent and vision of the Subarea Plan, the Master Developer may request rezones more frequently than every three years as limited by CMC 14.27.030(3).

19. GENERAL DEVELOPMENT CONDTITIONS

The specifications and requirements in this section apply to all Implementing Projects within the Lakepointe Urban Village.

19.1. **Central Pond Feature.** The Master Developer shall include a central pond feature (<20 acres in area) within the Lakepointe Urban Village to serve as a focal point and shall include a public gathering space at least a half-acre in size and recreational amenities for residents and visitors to the Lakepointe Urban Village. The development of the pond feature shall be consistent with the mitigation measures set forth in the Planned Action, CMC 18.35.310(5), and Comprehensive Plan Policy LU-40, which states: "Ensure that the pond in the Lakepointe Urban Village serves as a major public amenity with extensive public access and a surrounding area with a mix of residential and commercial uses that offer a place for the community to gather, stroll, dine, shop, and live."

19.1.1. No single family residential or developments shall be allowed around or abutting the central pond feature.

19.1.2. Townhouse developments shall only be allowed or around or abutting the central pond feature as part of a mixed-use development, unless otherwise separated from the central pond feature by a public trail, park, or street.

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19.1.3. The Master Developer is strongly encouraged to include upper-story residential units within the mixed-use development to the north of the central pond feature in the peninsula area.

Commented [A6]: STAFF RECOMMENDATION: Staff does not agree with this Subsection 19.1.3 as drafted, as the Subarea Plan and EIS always envisioned mixed commercial and residential uses in the peninsula area. Accordingly, staff recommends that this subsection be revised to the following:

"Development to the north of the central pond feature, in the peninsula area, shall consist of mixed-use development that includes upper-story residential units."

19.2. **Green Space Buffer**. A green space buffer shall be provided consistent with Comprehensive Plan Policy LU-41 which states: "Encourage the preservation of a green space buffer, which may include public trails, along the southern border of the Lakepointe Urban Village adjacent to existing residential development." Such green space buffer shall be along the southern border of the Lakepointe Urban Village adjacent to Covington Park and Timberlane Estates subdivisions as generally depicted on Exhibit Q hereto (the "Green Space Buffer"), and shall meet the following requirements:

19.2.1. West of the future 191st Place SE extension, the Green Space Buffer area shall include any critical areas therein and their associated required buffers and:

19.2.1.1. in areas zoned RCMU or adjacent to commercial development be no less than a minimum of seventy (70) feet wide; and

19.2.1.2. in areas zoned residential or adjacent to residential development be no less than a minimum of fifty (50) feet wide.

19.2.2. East of the future 191st Place SE extension to the westerly boundary of the Williams Pipeline easement, the Green Space Buffer shall extend from the top of the slope of the former gravel pit south to the southern property line or be a minimum of one hundred (100) feet wide east of the former gravel pit, as applicable; provided, that where steep slopes exist the City may require the Green Space Buffer area be increased to accommodate the Covington Highlands Trail (as defined in Exhibit T hereto) in a manner that does not require grading of critical areas to accommodate such trail. To the extent a segment of such trail is located within the Green Space Buffer, the Master Developer shall dedicate an easement to the City for such segment for the Covington Highlands Trail in perpetuity.

19.2.3. No Green Space Buffer is required easterly of the Williams Pipeline easement.

19.2.4. Green Space Buffers shall be maintained by the Master Association or Master Developer.

19.2.5. The Master Developer shall identify and include Green Space buffers in a non-buildable tract and/or protective easement dedicated to the City or King County, subject to such entity's approval, or to a conservation organization approved by the Designated Official.

19.2.6. Existing trees shall be retained within the Green Space Buffer to the greatest extent feasible as required by the CMC and the Planned Action unless determined by a qualified arborist to be unhealthy or hazardous or unless removal is necessary for the construction of trails.

19.2.6.1. The location of trails within the Green Space Buffer shall be field located to avoid and minimize impacts to trees and critical areas as required by the CMC.

19.2.6.2. Any healthy trees removed during the construction of trails within a Green Space Buffer adjacent to residential development shall be replaced by the Master Developer in the same approximate area on a 2-to-1 ratio; any healthy blown down trees within the same Green Space Buffer shall be replaced on a 1:1 ratio.

19.2.7. Necessary utilities, stormwater facilities, trails, grading and walls for the SR-18 /SE 256th intersection and the 191st Place SE extension roadway shall be allowed within the Green Space Buffer.

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19.2.8. Overhead lighting from adjacent uses to a Green Space Buffer shall be avoided; and if that is not possible, lighting shall be minimized and designed with directional hoods or cut-off shields to minimize night-time lighting within the Green Space Buffer.

19.2.9. Pedestrian scale lighting may be permitted within the Green Space Buffer if approved by the Designated Official.

19.2.10. Structures associated with trail use (such as signage, benches, overlooks, gazebos, etc.) may be permitted within the Green Space Buffer subject to CMC requirements and shall be designed and located to fit within the existing natural environment with minimal disturbance.

19.3. **Visual Gateway Features.** Consistent with CMC 18.35.310(8) and the Subarea Plan, the Master Developer shall develop gateway elements, subject to the following:

Commented [A7]: STAFF RECOMMENDATION: Staff does not agree with this clause as drafted and recommends that the city retains review and approval authority over the gateway elements. Accordingly, staff recommends that this clause be revised as follows:

"subject to the review and approval of the Designated Official:"

19.3.1. The west entrance gateway element to the Lakepointe Urban Village shall be located at the intersection of SR 18 and SE 256th.

19.3.2. The southeast entrance gateway element to the Lakepointe Urban Village shall be located where the Covington Connector connects in to 204th Ave SE roadway at the edge of the Lakepointe Urban Village.

19.3.3. The Master Developer shall consult with the City's Arts Commission and consider their input on the final design of the gateway elements.

19.3.4. If the Master Developer elects to construct and install "some other distinctive" visual gateway element pursuant to CMC 18.35.310(8)(b), rather than "signage, special but significant landscaping, an identifying structure, sculpture or other artwork, [and/or] a water feature," then final design of such "other distinctive element" shall be subject to review and approval by the Designated Official.

19.3.5. The gateway element features shall be constructed and installed by the Master Developer within two (2) years of the City's final acceptance of the Covington Connector.

20. PARKS, TRAILS, AND RECREATION AND OPEN SPACE

20.1. **Minimum Amount of Park and Recreation Space.** Master Developer shall provide parks, trails, and recreation space within the Lakepointe Urban Village consistent with the CMC Title 18, the Planned Action, and the Subarea Plan. These areas shall be deed restricted for such uses in perpetuity and such restrictions shall be recorded in King County against the title of such areas.

20.2. **Designated Recreation Space and Open Space Tracts or Easements.** All parks, trails, active outdoor recreation areas and Open Space areas within the Lakepointe Urban Village shall be placed in a designated tracts or easements owned and maintained by the Master Developer or applicable homeowners' association or commercial association ("Master Association") (*see* Section 24), unless the Designated Official agrees that one or more of the foregoing may be dedicated or conveyed to the City, other organization, or public agency. Such conveyance or dedication of parks, trails, open space and recreational areas to the applicable entity shall occur at the time of final plat approval or other final site development approval. Maintenance responsibilities and access for such designated tracts or easements shall be addressed in conditions and/or notes on the face of the final plat or in the final site development approval.

20.3. **Public Access.** The Master Developer shall provide reasonable public access to all parks, trails, public gathering spaces, open space, and recreation facilities within the Lakepointe Urban Village unless otherwise determined by the Designated Official for reasons of public safety, welfare, convenience, or

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maintenance. Public spaces and public access easements shall be deed restricted for such uses in perpetuity and shall be recorded against the property.

20.4. **Timing of Required Recreation Space.** CMC 18.35.150-18.35.190 requires certain square footages and elements for on-site recreation space based on the number and type of units proposed in an Implementing Project. Given the nature of the Lakepointe Urban Village, the Master Developer may elect to consolidate parks and on-site recreation areas to be shared between certain phases of development. *See* Subsection 18.3 for further detail. However, each Implementing Project shall demonstrate that any required park and recreation area requirements have already been constructed or will be constructed prior to occupancy. Given the scale and phasing of the Lakepointe Urban Village Project, interim park and recreation space facilities meeting this standard may be proposed by the Master Developer for review and approval by the Designated Official.

20.5. **Construction and Timing of Trail Construction.** The trails to be constructed within the Lakepointe Urban Village are generally depicted on Exhibit T hereto. Trails shall be constructed consistent with CMC 18.35.230-250 and 18.50.150.

20.5.1. The Covington Highlands Trail should be twelve (12) feet in width and have a two (2) foot gravel shoulder on each side;

20.5.2. Any trail shall be constructed to the design guidelines in the current version of the applicable American Association of State Highway and Transportation Officials (AASHTO) guide at time of permit application;

Commented [A8]: STAFF RECOMMENDATION: Staff recommends that "for shared use paths" be inserted after "guidelines", as these trails are identified as shared use paths in the city's PROS Plan. Staff also recommends that specific trails are identified in this subsection: Covington Highland Trail, SR 18 trail, Pipe line trail and Jenkins Creek Trail, which are the trails that should be identified as shared use paths.

20.5.3. Trail easements or dedications shall be provided at the time of any future subdivision, lot line adjustment, binding site plan or other Implementing Project application to ensure the trails are deed restricted to remain publicly accessible in perpetuity. Construction of all trails on the MDP is the responsibility of the Master Developer within the Lakepointe Urban Village and the construction of trail segments shall occur no later than the time adjacent development is under construction and such segments shall be completed prior to occupancy of such adjacent development. Trail segments that do not immediately abut development shall be developed no later than eight (8) years from the date this Agreement is approved, or upon seventy-five percent (75%) of the build-out of the commercial square footage or fifty percent (50%) build-out of the residential units identified in Section 9, whichever occurs first, unless an alternative written agreement is reached between the Master Developer and the Designated Official.

21. DESIGN STANDARDS

21.1. **Subarea Design Standards.** The Subarea Design Standards as defined herein serve to further implement Comprehensive Plan Policy LU-39 in the Land Use Element of the 2015-2035 Comprehensive Plan: "Implement design standards that facilitate development in the Lakepointe Urban Village as the northern entrance to Covington" (Exhibit A). In addition to the design standards included in CMC Title 18, Implementing Projects shall be subject to the design standards set forth in the Lakepointe Urban Village Design Standards ("Subarea Design Standards"), attached hereto as Exhibit P.

21.2. **Amendment of Subarea Design Standards.** An amendment to the Subarea Design Standards may be requested by either the Master Developer or, following written mutual agreement with the Master Developer, the City pursuant to the applicable amendment procedure provided in Section 37. Such amendments shall constitute Minor Amendments to this Agreement.

Commented [A9]: STAFF RECOMMENDATION: Staff recommends that this clause be deleted, as it there could be changes to the design standards that would be of such significance to be deemed major amendments requiring council approval. Removing this clause allows for such amendments to be deemed *either* minor or major pursuant to Section 37.

22. MASTER DEVELOPER DESIGN GUIDELINES

Lakepointe Urban Village has privately-enforced Urban Village Design Guidelines, pursuant to Section 22. In addition to the design requirements in CMC Title 18, the City shall review all Implementing Project permit applications for consistency with the Subarea Design Standards pursuant to Section 21.

22.1. **Urban Village Design Guidelines.** In order to implement the development goals for the Lakepointe Urban Village as outlined in the Lakepointe Urban Village Subarea Plan, and to ensure high-quality development, the Master Developer shall develop privately enforced design guidelines for Implementing Projects ("Urban Village Design Guidelines") located within the Lakepointe Urban Village. The Master Developer is responsible for submitting a copy of its Urban Village Design Guidelines to the City prior to the submittal of an Implementing Project permit application subject to such guidelines, except for clear and grade permit no. LU15-0013, any permits associated with the Covington Connector, and any permits associated with Lakeside Industries' relocation and continued operation of its asphalt businesses, and annually thereafter or report to the City that there are no changes.

22.2. **Application and Enforcement of Urban Village Design Guidelines.** Pursuant to Section 22, the Master Developer, through the DRC, shall be solely responsible for reviewing Implementing Project permit applications for compliance with the Urban Village Design Guidelines. The City shall only be required to return Implementing Project permit applications as incomplete if they do not contain written approval from the DRC. The City will not separately review or enforce the provisions of the Urban Village Design Guidelines during the City's Implementing Project permit review.

23. INFRASTRUCTURE AND UTILITIES

23.1. Streets.

23.1.1. **Ownership.** Unless otherwise identified in an Implementing Project application, all ownership of public streets within the Lakepointe Urban Village shall be transferred to the City.

23.1.2. **Vacation of Unopened Right-of-Way.** The Parties acknowledge that the Lakepointe Urban Village may contain unopened right-of-way commonly known as Collier and Lund Revision Road (also known as Southeast 254th Street), as depicted in Exhibit R (the "Unopened Right-of-Way"). The Parties further acknowledge that the continued existence of the Unopened Right-of-Way is inconsistent with the Subarea Plan and MDP. As such, the Parties agree that at such time the Hawk Property Owner and/or Master Developer submit to the City a street vacation application consistent with CMC 12.55.050, as amended, for the Unopened Right-of-Way, City staff shall recommend approval of such application to the City's Hearing Examiner and as well as full compensation consistent with CMC 12.55.110(2)(c) and/or (e), as amended.

23.2. Water and Sewer Service.

23.2.1. The Covington Water District provides water service and Soos Creek Water and Sewer District provides sewer service within the Lakepointe Urban Village.

23.2.2. The Master Developer shall be responsible for early consultation with such districts regarding the terms and timing of necessary improvements to be constructed for any Implementing Projects. As outlined in the Planned Action EIS, additional sewer capacity may be required to serve the Lakepointe Urban Village as it develops.

23.2.3. Other than for permits associated with the Covington Connector, the Master Developer shall be required to get a letter of availability and or a system extension agreement prior to issuance of any permit approval for Implementing Projects requiring sewer or water.

23.2.4. When practicable, new utilities should follow the road alignment of the Covington Connector.

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23.3. Stormwater.

23.3.1. Stormwater facilities for Implementing Projects shall be consistent with the current stormwater manual as adopted and in effect within the City, including LID practices, at the time a complete permit application for a given stormwater facility serving an Implementing Project(s) is submitted to the City.

23.3.2. For each Implementing Project permit application, a storm drainage report must be provided by the applicant that evaluates the proposed development and specifies the facilities necessary to meet the standards in this Agreement.

23.3.3. Construction of temporary or permanent infiltration facilities, storm drains, water quality facilities, or other stormwater facilities may be required by the Designated Official to ensure that stormwater facilities necessary to serve an Implementing Project are in place or will be provided.

23.4. LID Stormwater Management. The components of the stormwater management plan for the Lakepointe Urban Village include water quality treatment through low impact development facilities. All runoff from pollution-generating surfaces must be captured, treated, and, where feasible, infiltrated to prevent poor surface and groundwater quality. Low impact development facilities shall be designed in accordance with Low Impact Development Technical Guidance Manual for Puget Sound or its successor manual as adopted and in effect within the City at the time a development application for a given stormwater facility is submitted to the City. The Enhanced Basic Water Quality menu may be applied pursuant to the terms of Planned Action Mitigation Measure 7 in the Planned Action.

23.5. Maintenance of Stormwater Facilities. Stormwater facilities constructed with development of the Lakepointe Urban Village shall be privately owned and maintained by the Master Developer and/or Master Association, with the exception of facilities required for associated off-site rights-of-way improvements and those facilities associated with the Covington Connector, unless otherwise agreed to pursuant to an infrastructure maintenance agreement executed pursuant to Subsection 23.6, or the Covington Connector Agreement executed pursuant to Section 30.

23.6. Infrastructure Maintenance Agreement. The Master Developer and the City shall enter into one or multiple separate maintenance agreement(s) setting forth responsibilities and obligations for the maintenance of privately-owned infrastructure and/or public facilities that are privately maintained within the Lakepointe Urban Village, including, but not limited to, privately-maintained stormwater systems; enhanced landscaping in the public right-of-way (*e.g.* such as flowering baskets, banners, and/or street lights); and sections of the trail system that may be located partially within the right-of-way.

23.6.1. Such maintenance agreement(s) shall be drafted and submitted by the Master Developer and approved by the Designated Official prior to the issuance of any permit for said infrastructure. At a minimum, an infrastructure maintenance agreement shall include the following:

23.6.1.1. areas of responsibly, levels of service, and inspection timelines;

23.6.1.2. any required maintenance to be performed on the system, the agency/person responsible for the maintenance work, and how the maintenance will be funded; and

23.6.1.3. establish responsibility and ownership for any non-ordinary maintenance requirements such as sidewalk/concrete repairs, accessory/fixture replacements, vegetation management, proposed irrigation, graffiti removal, etc.

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23.6.2. The Master Developer may be required by the City, as part of a maintenance agreement, to submit an annual update report by December 31st of each year, showing compliance with any obligations set forth in such agreement.

24. MASTER ASSOCIATION

24.1. Prior to the sale of any parcel comprising the Lakepointe Urban Village, excluding the sale of property by the Hawk Property Owner to the Master Developer, the Master Developer shall establish at least one owners' association as a nonprofit corporation, or similar legal entity, for the Lakepointe Urban Village (the "Master Association") and record in King County a declaration of covenants binding all real property within the Lakepointe Urban Village to the same. The declaration shall include appropriate provisions for the ongoing management of the Master Association and infrastructure maintained by the Master Association, including, but not limited to, provisions for its funding of the Design Review Committee, stormwater, parks, trails, landscaping, and critical areas.

24.2. To ensure that the Designated Official may communicate efficiently with the Master Association, the Master Association shall, from time to time, designate member of the Master Association as the designated contact person for the City. Nothing herein shall preclude the Master Developer from managing the Master Association or from acting as such designated City contact.

[END OF ARTICLE IV]

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V. ENVIRONMENTAL REVIEW AND MITIGATION

25. ENVIRONMENTAL REVIEW

The Master Developer shall implement the environmental mitigation measures for the Lakepointe Urban Village set forth in the Planned Action and further described in this Agreement, which have been identified in the Planned Action EIS to mitigate significant adverse impacts of the future development of the Lakepointe Urban Village as provided for in the Planned Action EIS.

25.1. **SEPA Mitigation.** The provisions of this Agreement, including the Subarea Design Standards, CMC Title 18 and the mitigation measures set forth in the Planned Action, mitigate any probable significant adverse environmental impact directly identified as a result of development of the Lakepointe Urban Village up to the Maximum Allowable Development and Trip Ceiling.

25.2. **Additional Environmental Review.** Nothing in this section applies to preclude subsequent environmental review of Implementing Projects under the State Environmental Policy Act (Ch. 43.21C RCW) ("SEPA") consistent with the Planned Action. To the extent that offsite improvements or portions thereof are not covered by the Planned Action EIS and/or Planned Action, such improvements shall undergo additional SEPA review consistent with the provisions of the Planned Action, the City's SEPA regulations, and the requirements of state law. Moreover, pursuant to Section III(D)(2)(c) of the Planned Action, if any Implementing Project(s) "alters the assumptions or analysis in the Planned Action EIS", then further environmental review may be required for such Implementing Project(s) pursuant to WAC 197-11-172.

25.3. **Changed Conditions**. The Parties acknowledge, pursuant to Section III(D)(5) of the Planned Action, should environmental conditions change significantly from those analyzed in the Planned Action EIS, the City's SEPA Responsible Official may determine that the qualification of an Implementing Project as a Planned Action Project is no longer applicable until supplemental environmental review is conducted. In such case, Implementing Project applicants whom have not yet submitted complete applications to the City may elect to wait for the completion of such supplemental environmental review prior to applying for Implementing Project approvals or elect to submit Implementing Project applications subject to the environmental review requirements under SEPA.

25.4. **Planned Action Review**. The Parties acknowledge that pursuant to Section IV(B) of the Planned Action, the City's SEPA Responsible Official shall review the Planned Action no later than five (5) years from its effective date in conjunction with the City's regular Comprehensive Plan review cycle, as applicable.

25.4.1. The timing of subsequent reviews after the first review shall be determined by the City with the completion of the first review.

25.4.2. The review by the City's SEPA Responsible Official shall determine the continuing relevance of the Planned Action assumptions and findings with respect to environmental conditions in the Lakepointe Urban Village, the impacts of the development of the Lakepointe Urban Village, and required mitigation measures in the Planned Action EIS and Public Agency Actions and Commitments (as set forth in Exhibit C hereto). Based upon this review, the City's SEPA Responsible Official may propose amendments to the Planned Action or may supplement or revise the Planned Action EIS. Such proposals, if any, by the City's SEPA Responsible Official that have the effect of amending this Agreement shall be subject to the amendment process set forth in Section 37.

26. CRITICAL AREAS

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26.1. **Critical Area Tracts.** Consistent with the Planned Action Mitigation Measure #23 set forth in Attachment B-1 of the Planned Action, critical areas and critical area buffers shall be put under a protective easement or non-buildable tract, dedicated to the City or a conservation organization approved by the Designated Official.

26.2. **Stewardship Program.** Consistent with the Planned Action Mitigation Measure #24 set forth in Attachment B-1 of the Planned Action, at the time easements or tracts for critical areas within the Lakepointe Urban Village are approved by the City, and prior to development occurring within 500 feet of any onsite critical areas, a stewardship program for open space and critical areas shall be created by the Master Developer and submitted to the City for review and approval. Elements such as removing non-native and invasive plants, native revegetation, removing garbage, signage, and trail maintenance shall be included.

26.3. **Buffers.**

26.3.1. The Parties acknowledge and agree that wetland boundary determinations, typing, and the application of buffers have been completed and verified for the Lakepointe Urban Village and are shown on the Critical Area Study on Wetlands and Streams for Lakepointe Urban Village dated November 4, 2016 (Exhibit I). The Parties further acknowledge and agree that geological hazard area determinations, typing, and the applicable of buffers have been completed and verified for the Lakepointe Urban Village and are shown on the Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016 (Exhibit I). Such critical area delineations, typing, and buffers are deemed final and complete through the term of this Agreement.

26.3.2. Notwithstanding the foregoing, individual Implementing Project permit applicants may seek to modify such buffers consistent with the City's critical areas ordinance in effect on the date of such application so long as any buffers required by the Planned Action, if more restrictive, are met.

26.3.3. Notwithstanding the foregoing, pursuant to Attachment B-2 of the Planned Action, "Applicable Regulations and Commitments", individual Implementing Projects may propose minor impacts to the buffer of the on-site wetland subject to the requirement to mitigate for such impacts by increasing buffer area and enhancing the currently degraded buffer, as well as compliance with Covington's adopted Critical Area regulations under Chapter 18.65 CMC and other applicable state and federal regulations.

[END OF ARTICLE V]

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VI. TRANSPORTATION

27. TRANSPORTATION—SCOPE

This Article VI clarifies and enhances transportation mitigation conditions 34 through 36 of the Planned Action and such conditions are restated here in full. The transportation mitigation conditions described in this Article VI mitigate any probable significant adverse environmental impact identified in the Planned Action EIS as a result of development of the Lakepointe Urban Village consistent with the Lakepointe Urban Village Subarea Plan, Planned Action, and this Agreement. As designed, and with full implementation of all the transportation mitigation measures set forth in this Article VI and the Planned Action, in addition to adopted development regulations in the CMC, the Lakepointe Urban Village build-out will fully and adequately mitigate the probable significant adverse transportation impacts from the Maximum Allowable Development and associated Trip Ceiling. (Note: The ID Nos. referenced in this Article VI cross-reference Table B-1.3, *Roadway Capacity Improvements and Action Alternative Proportional Trip Shares*, Attachment B-1 to the Planned Action).

28. TRANSPORTATION CAPACITY

28.1. Reserved Capacity—Trip Ceiling. Following mutual execution of this Agreement, the City shall reserve for the benefit of the Master Developer or its assignee transportation capacity for 2,578 new PM peak hour primary trips (the "Trip Ceiling") for Lakepointe Urban Village. This reservation of transportation capacity up to the Trip Ceiling for the Master Developer shall remain valid through the term of this Agreement.

28.2. Trip Ceiling Ledger. The City shall maintain an official ledger of trips available to the Master Developer under the Trip Ceiling for the Lakepointe Urban Village.

28.3. Exceeding Trip Ceiling. The Planned Action allocated the Trip Ceiling for the Maximum Allowable Development of the Lakepointe Urban Village. There are two scenarios in which the Master Developer may propose to exceed the Trip Ceiling: (i) the Master Developer proposes a different allocation of uses for the Maximum Allowable Development than analyzed in the Planned Action; or (ii) the Master Developer proposes to exceed the Maximum Allowable Development. If, under scenario (i), the Master Developer proposes a different allocation of uses for the Maximum Allowable Development that exceeds the Trip Ceiling, the Master Developer shall submit a Supplemental Transportation Analysis pursuant to this section. If, on the other hand, under scenario (ii), the Master Developer proposes to exceed the Trip Ceiling as a result of an Implementing Project that exceeds the Maximum Allowable Development, then the terms of Section 9 of this Agreement shall apply.

28.4. Supplemental Transportation Analysis.

28.4.1. The Master Developer shall submit a Supplemental Transportation Analysis to the City at least thirty (30) days prior to the submittal of the Implementing Project permit application that triggers the requirement for such analysis in order to determine whether the trips associated with the Implementing Project will cause an adverse impact on the transportation system and what associated mitigation measures will be imposed upon such project to mitigate such adverse impacts, if any (the "Supplemental Transportation Analysis").

28.4.2. The Supplemental Transportation Analysis shall include the following:

28.4.2.1. An evaluation of potential traffic operations and safety impacts in accordance with current City standards that addresses, amongst other items, trip generation for the Implementing Project and Lakepointe Urban Village using the current version of

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ITE's *Trip Generation Manual* and *Trip Generation Handbook* at the time of analysis; and

28.4.2.2. Description of the Implementing Project, including year of anticipated completion and full occupancy of the Implementing Project. If the Implementing Project will be completed in phases, then a phasing program (in table format) with build-out year and trip generation for each of the phases shall also be included. The preceding information is required, but does not preclude the City from requesting additional information in support of the Master Developer's Supplemental Transportation Analysis. The Master Developer shall pay the City's actual costs for reviewing the Supplemental Transportation Analysis.

28.4.3. The City shall review the Master Developer's Supplemental Transportation Analysis and use the provided trip generation information to update the current City-wide model to determine transportation impacts and mitigation associated with the Implementing Project.

28.4.4. The Master Developer acknowledges that transportation impacts identified through the Supplemental Transportation Analysis shall be the Master Developer's and/or Implementing Project applicant's responsibility to construct or submit payment for its proportionate share of the transportation impacts.

29. TRANSPORTATION CONCURRENCY APPLICATION

29.1. Required Application Materials. Each Implementing Project permit application shall be accompanied by a completed transportation concurrency application on the City's standard forms (except for those exempt under CMC 12.100.050), a letter executed by the Master Developer assigning a certain portion of its reserved Trip Ceiling to the Implementing project applicant, and a trip generation calculation, pursuant to Subsection 29.2, from 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, substantiating the portion of the Master Developer's Trip Ceiling assigned to the Implementing Project applicant. The City shall reject as incomplete any Implementing Project permit application that does not include the items included in this subsection; provided that if the Implementing Project applicant is the Master Developer, no letter assigning reserved Trip Ceiling is required.

29.2. Trip Generation Calculation.

29.2.1. Except as provided for in Subsection 29.2.2, trip generation for any Implementing Project permit application shall be calculated using the 9th edition of ITE's *Trip Generation Manual* (the "Trip Generation Manual") and 2nd edition of the *Trip Generation Handbook.*

29.2.2. For land uses that are not included or adequately covered in the Trip Generation Manual, the Master Developer may submit a supplemental trip calculation prepared by a transportation engineer licensed as a Professional Engineer in the State of Washington.

29.2.3. Each trip generation calculation submitted with an Implementing Project application as set forth in this section shall include a tally of the amount of the Trip Ceiling utilized to date by Implementing Projects within the Lakepointe Urban Village.

29.3. Concurrency Application Fees. Instead of the City's adopted concurrency application fee, each Implementing Project applicant shall pay the City's actual costs associated with the City's trip generation

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calculation for such Implementing Project and the per Implementing Project cost associated with maintaining the ledger referenced in Subsection 28.2.

30. TRANSPORTATION MITIGATION—COVINGTON CONNECTOR

The term "Covington Connector", also commonly known as the 204th Ave SE Connector, is defined in this Agreement as the required arterial roadway improvement through the Lakepointe Urban Village, pursuant to the Planned Action and Planned Action EIS, and includes 204th Ave SE at its intersection with SE 272nd Street North to the boundary of the Lakepointe Urban Village; curves east through the Lakepointe Urban Village before connecting to SE 256th Street at the intersection of SR 18; and then ends with the SR18 westbound and eastbound ramps. The Covington Connector will serve as the spine of the Lakepointe Urban Village's internal roadway circulation system; will provide a second major roadway connection to the Lakepointe Urban Village from the east and southwest; and will also provide an additional emergency vehicle access point.

30.1. **State Appropriations.** The 2015 Washington State Omnibus Transportation Appropriations Act appropriated $24 million dollars to the construction of the Covington Connector. See Second Engrossed Substitute Senate Bill 5988, LEAP Transportation Document 2015 NL-1 as developed June 28, 2015, Program – Local Programs (z), page 17 (the "WA State Transportation Act"). The City and Master Developer shall work cooperatively and in good faith to ensure that the Covington Connector is constructed (along with all other transportation mitigation improvements in Article VI) using such appropriations no later than the funding timeframes set forth in the WA State Transportation Act.

30.2. **Additional Intersection Improvements**. The following intersection improvements shall be constructed when the Covington Connector is constructed to SE 272nd Street:

30.2.1. ID No. 36. SE 272nd Street/204th Avenue SE (traffic signal and southbound left-turn lane on 204th Ave SE, and turn lanes and widening on SE 272nd St) constructed in a manner to not prohibit or preclude the ultimate configuration of SE 272nd Street;

30.2.2. ID No. 300. SE 256th Street/SR 18 Westbound Ramps (traffic signal and turn lanes or roundabout and turn lanes; actual improvement will be identified in consultation with Washington State Department of Transportation ("WSDOT") and King County as appropriate); and

30.2.3. ID No. 301. SE 256th Street/SR 18 Eastbound Ramps (traffic signal and turn lanes or roundabout and turn lanes; actual improvement will be identified in consultation with WSDOT and King County as appropriate).

30.3. **Development Prior to or in lieu of Constructing Covington Connector.** If the Master Developer elects not to construct the Covington Connector or wants to propose development within the Lakepointe Urban Village prior to the completion of the Covington Connector and consistent with Planned Action EIS Mitigation Condition 34(A), the Master Developer may submit a Supplemental Transportation Analysis, pursuant to Section 28, to the City to demonstrate that no adverse transportation impacts will result from the proposed development and that all applicable City standards will be met. Such analysis will be scoped in advance with City staff and 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 Designated Official, with assistance from a different registered professional engineer chosen by the Designated Official and licensed to practice in the State of Washington with experience in traffic engineering and transportation planning, shall be responsible for reviewing and approving the analysis. If the Designated Official does not approve the analysis, the Master Developer can appeal such a decision to the City's Hearing Examiner.

30.4. **Covington Connector Agreement.** Upon mutual execution of this Agreement, the City and Master Developer commit and agree to negotiate in good faith a separate agreement to address the responsibilities and obligations of both parties concerning the scope, design, construction, and funding of the Covington Connector and the associated intersection improvements, pursuant to this section (the "Covington Connector Agreement"). Failure of the parties to execute a Covington Connector Agreement, for whatever reasons, shall in no way change the terms of this Agreement or absolve the Master Developer of their responsibilities and obligations under this Agreement and the Planned Action regarding the Covington Connector.

31. TRANSPORTATION MITIGATION—191ST AVENUE SE LOCAL CONNECTION

A local roadway connection between 191st Avenue SE and the south end of the Lakepointe Urban Village's local internal roadway system shall be constructed as part of the Lakepointe Urban Village pursuant to the conditions. The purpose of this roadway is to provide a direct connection between the Lakepointe Urban Village and residential development located to the south and to provide an additional emergency vehicle access point. This connection is not intended to serve trips generated outside of the local neighborhood.

31.1. The local roadway connection shall be designed with traffic calming measures, including, but not limited to, on-street parking, landscaping, and/or devices such as traffic circles, to limit access to the local neighborhood and discourage cut-through traffic.

31.2. The timing and construction of 191st Avenue SE shall occur commensurate with abutting land use applications and may result in a phased completion; provided, that the 191st Ave SE connection shall be completed within two (2) years of substantial completion of the Covington Connector.

31.3. Per TRP 6.15 in the Subarea Plan, in no case shall 191st Avenue SE provide a through connection to the neighborhood south of the Lakepointe Urban Village until the Covington Connector has been constructed to provide a direct connection between SR 18 and SE 272nd Street.

32. TRANSPORTATION MITIGATION—NEIGHBORING JURISDICTIONS

32.1. City of Kent.

32.1.1. Impacts to the portion of SE 256th Street/148th Avenue SE (ID No. 6) located in the City of Kent from the first Implementing Project shall be mitigated by the Master Developer's proportionate share payment of $2,133 (five percent (5%) of $42,650) to the City of Kent.

32.1.2. Impacts to the City Kent intersection SE 272nd Street/156th Avenue SE (ID No. 55) from Implementing Projects shall be mitigated by the Master Developer's proportionate share payment of $4,500 (one percent (1%) of $450,000) to the City of Kent when Implementing Projects collectively generate 1,080 new PM peak hour primary vehicle trips. This trip threshold is estimated based on the existing and future PM peak hour average delay calculations in the FEIS for the westbound left-turning movement at ID No. 55; percentage of increased delay before the westbound left-turning movement at ID No. 55 would no longer operate at level of service (LOS) D; and multiplying this percentage by the total number of new PM peak hour primary vehicle trips (2,578).

32.2. King County.

32.2.1. Impacts to King County intersection SE 240th Street/SE Wax Road/200th Avenue SE (ID No. 3) from Implementing Projects shall be mitigated by the Master Developer's proportionate share payment of $21,000 (seven percent (7%) of $300,000) to King County when Implementing Projects collectively generate 1,730 new PM peak hour primary vehicle trips.

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32.2.2. Impacts to King County intersections ID Nos. 50 and 51 from Implementing Projects shall be mitigated by the Master Developer's payment of the following proportionate share to King County when Implementing Projects collectively generate 80 new PM peak hour primary vehicle trips.

32.2.2.1. SE 240th Street/156th Avenue SE (ID No. 50). 7 percent of $750,000 = $52,500

32.2.2.2. SE 240th Street/164th Avenue SE (ID No. 51). 6 percent of $1.85 million = $111,000

32.2.3. The trip thresholds listed in this subsection are estimated based on:

32.2.3.1. the existing and future PM peak hour average delay calculations in the FEIS for the eastbound approach at ID No. 3, southbound approach at ID No. 50, and overall intersection at ID No. 51;

32.2.3.2. percentage of increased delay before the eastbound approach at ID No. 3, southbound approach at ID No. 50, and overall intersection at ID No. 51 would no longer operate at level of service (LOS) E; and

32.2.3.3. multiplying this percentage by the total number of new PM peak hour primary vehicle trips (2,578).

32.3. City of Maple Valley.

32.3.1. Impacts to the City of Maple Valley intersections ID Nos. 37, 314 and 315 from Implementing Projects shall be mitigated by the Master Developer's payment of the following proportionate share to the City of Maple Valley, when Implementing Projects collectively generate 830 new PM peak hour primary vehicle trips.

32.3.1.1. SE 272nd Street/216th Avenue SE (ID No. 37). 12 percent of $1.92 million = $230,400

32.3.1.2. SR 516/Witte Road SE (ID No. 314). 2 percent of $2.87 million = $57,400

32.3.1.3. SR 516/SR 169 (ID No. 315). 1 percent of $1.22 million = $12,200

32.3.2. Impacts to the City of Maple Valley intersections ID Nos. 310 and 313 from Implementing Projects shall be mitigated by the Master Developer's payment of the following proportionate share to the City of Maple Valley when Implementing Projects collectively generate 1,150 new PM peak hour primary vehicle trips.

32.3.2.1. SE 231st Street/SR 169 (ID No. 310). 2 percent of $870,000 = $17,400

32.3.2.2. SE 240th Street/SR 169 (ID No. 313). 2 percent of $670,000 = $13,400

32.3.3. The trip thresholds listed in this subsection are estimated based on:

32.3.3.1. the existing and future PM peak hour weighted average delay calculations in the FEIS for Maple Valley's north group of intersections (including ID Nos. 310 and 313) and south group of intersections (including ID Nos. 37, 314 and 315);

32.3.3.2. percentage of increased delay before the group would no longer operate at level of service (LOS) D; and

32.3.3.3. multiplying this percentage by the total number of new PM peak hour primary vehicle trips (2,578).

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32.4. **Evidence of Payment.** The Master Developer shall provide evidence to the City's Community Development Director that the mitigation payments to Kent, King County, and Maple Valley, as described in this section and further detailed in Exhibit S hereto, have been made prior to the issuance of the building permit that triggers the trip thresholds referenced in this section. In the alternative, the Master Developer may negotiate alternate methods of mitigation directly with these identified jurisdictions; in such case, a copy of any alternate approved agreement, and any subsequent amendments, between Kent, King County, or Maple Valley and the Master Developer shall be provided to the Designated Official. The City and Master Developer acknowledge and agree that the terms of any such alternate agreement shall supersede the transportation mitigation included in this Article VI for the jurisdiction(s) subject to the alternate agreement.

33. TRANSPORTATION IMPACT FEE PROGRAM

33.1. **Improvements in TIF Program.** As of the execution of this Agreement, the following intersection improvements identified in Table B-1.3 of the Planned Action shall be included in the City's Transportation Impact Fee ("TIF") program.

33.1.1. ID No. 6;

33.1.2. ID No. 20; and

33.1.3. ID No. 39.

33.2. **Improvements Not in TIF Program.** At the discretion of the City Council, on an annual basis the City's TIF program shall be amended to include the impacts listed in this subsection, when feasible. Until all intersection improvements identified in Table B-1.3 of the Planned Action and located within the municipal boundaries of the City are included in the City's TIF program, the following provisions shall apply:

33.2.1. Impacts at SE 256th Street/148th Avenue SE (ID No. 6), SE 272nd Street/156th Place SE (ID No. 20) and SE 275th Street/SE Wax Road (ID No. 39) shall be mitigated through an Implementing Project applicant's payment of the City's TIF in effect at the time of building permit issuance for such Implementing Project;

33.2.2. Impacts at ID Nos. 1, 2, 13, 18, and 36, shall be mitigated through an Implementing Project applicant's payment to the City of the Transportation Mitigation Fee as defined in Exhibit S hereto (currently $94.07 per new PM peak hour primary vehicle trip) in effect at the time of building permit issuance for such Implementing Project;

33.2.3. Any impacts at SE Wax Road/SE 180th Street (ID No. 5) identified through an Implementing Project permit application shall be mitigated by constructing a northbound right-turn lane or, if infeasible, a traffic signal, when Implementing Projects collectively generate 2,370 new PM peak hour primary vehicle trips.

33.3. **Payment of TIF.** As the Covington TIF program is amended to include intersection improvements identified in Table B-1.3 of the Planned Action and located within the City limits, impacts from Implementing Projects shall be mitigated through payment of Covington's TIF in effect at the time of building permit issuance.

33.4. **Re-Evaluation.** Exhibit S to this Agreement further clarifies and defines Appendix D to the Planned Action. The Master Developer acknowledges and the City reserves the right to re-evaluate the projects identified in Table B-1.3 of the Planned Action at each time the City's TIF program is amended to determine if any intersection mitigation should be removed from the City's TIF program due to an

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alternative funding source otherwise obtained by the City for said improvements. If amendments are made to the City's adopted TIF program that impact the improvements and costs set forth in Exhibit S hereto, then the City shall revise Exhibit S accordingly and provide written notice of the same to the Master Developer. Such changes shall not be effective until such notice is given to the Master Developer and the Master Developer has an opportunity to meet and confer with the City regarding any such amendments. Such amendments to Exhibit S shall constitute Minor Amendments to this Agreement pursuant to Section 37.

34. TRANSPORTATION IMPACT FEE CREDITS

The City and Master Developer acknowledge that the Master Developer may be entitled to transportation impact fee credits for two projects: (i) Intersection improvements at SE 272nd Street/204th Avenue SE (ID No. 36),; and (ii) construction of the Covington Connector, as further described in this section. In no instance shall the Master Developer be entitled to transportation impact fee credits for improvement projects not included in the City's TIF program, pursuant to Section 33, or for interim or temporary transportation improvement projects.

34.1. **Intersection improvements at SE 272nd Street/204th Avenue SE (ID No. 36)**. As of the execution of this Agreement and as set forth in Exhibit S, ID No. 36 is included in the calculation of the Transportation Mitigation Fee. Once ID No. 36 is completed, Exhibit S shall be amended by the City to exclude future proportionate share contributions toward this intersection improvement. The Master Developer shall also be entitled to a transportation impact fee credit in the amount of the total portion of the Transportation Mitigation Fees already contributed to ID No. 36 by Implementing Project permit applicants, minus funds spent by the City to complete ID. No. 36 (as defined in the Planned Action), if any.

34.2. **Covington Connector.** The City and Master Developer acknowledge generally that if the final cost of construction of the Covington Connector and ID Nos. 36, 300, and 301 exceeds the funding allocated in the WA State Transportation Act, the Master Developer shall only be responsible for a transportation mitigation payment to the City of the project cost amount in excess of the funding allocated by the WA State Transportation Act, in an amount not to exceed the percentage of the overall costs of the improvements identified as required mitigation for development of the Lakepointe Urban Village up to the Maximum Allowable Development and Trip Ceiling, as set forth in the Planned Action EIS. For the purpose of calculating transportation mitigation credits for the Master Developer under this subsection, any and all costs associated with improvements within WSDOT rights-of-way shall not be included in the final costs of construction of the Covington Connector and ID Nos. 36, 300, and 301

34.3. **Assignment.** The City acknowledges and agrees that the Master Developer may assign its transportation impact fee credits identified in this section, if any, to any Implementing Project applicant(s).

[END OF ARTICLE VI]

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VII. GENERAL PROVISIONS

35. EFFECTIVE DATE, TERM, AND TERMINATION.

35.1. Effective Date. This Agreement shall be effective when signed by the City, Hawk Property Owner, and Master Developer ("Effective Date").

35.2. Initial Term. This Agreement shall govern development of the Lakepointe Urban Village for fifteen (15) years from the Effective Date of this Agreement consistent with CMC 18.114.050(3)(a).

35.3. Extension. The initial fifteen-year term shall be extended up to an additional five years, consistent with CMC 18.114.050(3)(c), at the written request of the Hawk Property Owner and Master Developer, provided the Hawk Property Owner and/or Master Developer can show that at least fifty percent (50%) of the maximum gross commercial floor area is constructed on the Lakepointe Urban Village as set forth herein. Such extension request must be in writing and received by the City as least ninety (90) days prior to this Agreement's expiration date. All other requests for extensions of this Agreement shall be approved by the Covington City Council.

35.4. Termination. The Parties acknowledge that the Master Developer is under contract to purchase the Hawk Property from the Hawk Property Owner. When the Master Developer closes its purchase of the Hawk Property (or any portion thereof), it shall provide written notice to the City of its purchase, including a description of the property closed upon, and this termination provision shall become null and void as to such property. Following such closing, references to the Hawk Property Owner for the portions of the Hawk Property purchased shall be synonymous with the term Master Developer. If the Master Developer fails to close on the Hawk Property (or any portion thereof), the Hawk Property Owner may terminate this Agreement upon thirty (30) days advance written notice to the City and Master Developer as to the portion(s) of the Hawk Property not closed by the Master Developer. Such written notice shall include the relevant sections of the purchase and sale agreement substantiating Master Developer's failure to close.

36. ANNUAL REVIEW.

36.1. Annual Examination Required. Pursuant to Section IV(A) of the Planned Action, no later than December 31st of each year, Master Developer shall submit a report to the Designated Official, including, at a minimum, the following topics:

36.1.1. What obstacles, opportunities and/or constraints might exist for Master Developer that were unexpected when the Agreement was written;

36.1.2. Status of reclamation;

36.1.3. Status of progress and compliance with the Planned Action mitigation measures;

36.1.4. Documentation of reclamation compliance from Department of Natural Resources;

36.1.5. Parking;

36.1.6. Traffic;

36.1.7. Road Construction;

36.1.8. Status of trail construction;

36.1.9. Status of required focal points; and

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36.1.10. What sustainably features have been incorporated into Lakepointe Urban Village development pursuant to Section 6.

36.2. The Designated Official shall work cooperatively with the Master Developer to schedule a time for the Master Developer to present its report to the City Council. Notice of such presentation shall at a minimum be published in the local newspaper by the City a minimum of eighteen (18) days prior to the City Council meeting. The Designated Official shall keep track of comments and concerns raised by the public and City staff between annual reports and provide that list for consideration during the Master Developer's presentation to the City Council. The City shall use the report to monitor the progress of the Lakepointe Urban Village development to ensure it is consistent with the assumptions of the Planned Action and Planned Action EIS.

37. AMENDMENTS

This Agreement may be amended only by written instrument executed by all Parties and pursuant to the amendment process provided in this section.

37.1. **Amendment Process**. An amendment to this Agreement may be requested by either the Master Developer or the City pursuant to the standards outlined herein. An amendment shall be determined to be either a Major or Minor amendment pursuant to this section. The final determination regarding whether an amendment to this Agreement is Minor or Major shall rest with the Community Development Director. In no case may any Party amend this Agreement without the written consent of all other Party(ies); provided, that execution of any amendment to this Agreement by the Hawk Property Owner shall only be required so long as the Hawk Property Owner remains a vested owner of any portion of the Lakepointe Urban Village.

37.2. **Major Amendments**. Amendments to this Agreement that materially modify the intent of this Agreement shall be considered a "Major Amendment" and shall be reviewed and approved as a legislative decision pursuant to CMC 14.30.060.

37.3. **Minor Amendments**. Amendments that do not materially modify the intent of this Agreement shall be considered a "Minor Amendment" and shall be processed pursuant to CMC 14.30.050 as a Type 1 decision by the City's Community Development Director. Examples of Minor Amendments to this Agreement (or an exhibit hereto) include, but are not limited to, the following: (i) adjustments to the specific location and shape of park space based on proposed binding site plans or subdivisions applications; (ii) adjustments to the location of interior roadways based on approved binding site plans or subdivisions; (iii) adjustments to zoning and parcel boundaries that do not have an impact on the ability to implement the Subarea Plan and Planned Action mitigation measures and do not have an effect on adjacent properties; (iv) adjustments to the roadway alignments shown to account for final engineering design considerations; (v) alterations to intersection spacing; and (vi) final trail(s) location.

37.4. Nothing in this Agreement, or this section more specifically, shall limit the City's authority to impose new or different regulations inconsistent with this Agreement to the extent required by a serious threat to public health and safety or as required by state or federal regulations.

38. DISPUTE RESOLUTION

38.1. **Notice and Designated Representatives.** It is expected and desired that there will be many informal communications between City staff and the Master Developer regarding the interpretation and implementation of this Agreement. The City and Master Developer agree to work cooperatively with each other to interpret and implement this Agreement. However, if disagreements arise regarding the

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meaning or effect of this Agreement that the Parties cannot informally resolve, the designated representative of either Party may invoke the dispute resolution provisions of this Agreement by providing written notice to the other Party's designated representative. If written notice if given by email, it shall be accompanied by mailed or hand-delivered notice.

The City's designated representative is:

Community Development Director
Department of Community Development
City of Covington, City Hall
16720 SE 271st ST. #100
Covington, WA 98042
253-480-2400

The Master Developer's designated representative is:

Colin Lund
Oakpointe LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
425-898-2100
clund@oakpointe.com

The City and Master Developer may change their respective designated representative by written notice to the other Party's designated representative.

38.2. **Dispute Resolution Procedure.** The Parties shall attempt to resolve in good faith any disputes regarding the interpretation or implementation of this Agreement by using the procedure in this section, except that a decision by the Hawk Property Owner to terminate this Agreement pursuant to Section 35.4 for failure of the Master Developer to close on any portion of the Hawk Property shall not be subject to this dispute resolution process.

38.2.1. The Parties agree that time is of the essence in the implementation of this Agreement, and the Parties agree to use this dispute resolution procedure in a cooperative and efficient manner.

38.2.2. This dispute resolution procedure shall commence when the designated representative of one Party notifies the designated representative of the other Party, in writing, pursuant to this section, that he/she is commencing the process.

38.2.2.1. **Level One.** The Master Developer's project manager and a City staff member appropriate to the nature of the dispute shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after notice by a Party's designated representative of the commencement of this procedure, either Party's designated representative may give notice that he/she is referring the dispute to Level Two.

38.2.2.2. **Level Two.** The Master Developer's principal and the City's Community Development Director or authorized designee shall meet to discuss and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen (14) business

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days after referral to Level Two, either Party's designated representative may give notice that he/she is referring the dispute to Level Three.

38.2.2.3. **Level Three.** The Master Developer's principal (or designee) and the City Manager (or designee) shall meet to discuss and attempt to resolve the dispute within fourteen (14) business days after referral to Level Three. Legal counsel for the parties shall be permitted to attend Level Three meetings.

38.3. **Dispute Resolution Remedies.** Except as otherwise specified in this Agreement, if the Parties cannot resolve the dispute within fourteen (14) business days after referral to Level Three, then either Party's designated representative may give notice that he/she is requesting the other Party to participate in mediation or another method of dispute resolution. Whether or not the Parties agree to participate in such alternative dispute resolution, after unsuccessful completion of the Level Three process either Party may file an action in King County Superior Court seeking any remedy available at law, in equity or under this Agreement with respect to such default; however, in no event shall any party be liable for consequential or incidental damages, including lost profits. The prevailing party in any dispute that is resolved by mediation, another method of dispute resolution, or a court shall be entitled to reasonable attorney fees and costs.

38.4. During the pendency of any dispute, neither Party shall be relieved of its obligation to comply in good faith with all provisions of this Agreement that are not in dispute.

38.5. Nothing in this section shall preclude any party from seeking injunctive or equitable relief prior to the initiation or completion of the dispute resolution process described herein.

39. DEFAULT

39.1. **Default Cure Period.** Subject to extensions of time by mutual consent in writing, failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of an alleged default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of the dispute resolution process set forth in Section 38.

39.2. **Relief against Defaulting Party.** In recognition of the anticipated future transfers by the Master Developer of parcels of the Lakepointe Urban Village to parcel builders, remedies under this Agreement shall be tailored to the Lakepointe Urban Village or parties as provided for in this section.

39.3. **Relief Limited to Affected Development Parcel.** Any claimed default shall relate as specifically as possible to the portion of the development of the Lakepointe Urban Village involved, and any remedy against any party shall be limited to the extent possible to the owners of such portion or development parcel of the Lakepointe Urban Village.

39.4. **Relief Limited to Affected Owner.** To the extent possible, the City shall seek only those remedies that do not adversely affect the rights, duties, or obligations of any other non-defaulting owner of portions of the Lakepointe Urban Village under this Agreement and shall seek to utilize the severability provisions set forth in this Agreement.

39.5. **Delays.** If any Party is delayed in the performance of its obligations under this Agreement due to Force Majeure, then performance of those obligations shall be excused for the period of delay. For purposes

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of this Agreement, economic downturns, loss in value of assets, and/or inability to obtain or retain financing do no constitute a Force Majeure event.

40. INDEMNIFICATION, HOLD HARMLESS, DUTY TO DEFEND

Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each Party shall protect, defend, indemnify, and hold harmless the other Party or Parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of that Party's own officers, agents, and employees in performing pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a Party, or jointly the Parties, the Party whose negligent actions or omissions gave rise to the claim shall defend the other Party or Parties at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or jointly the Parties and their respective officers, agents, and employees, the Parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each Party shall indemnify and hold the other Party harmless only to the extent of that Party's negligence. The indemnification to the City hereunder shall be for the benefit of the City as an entity, and not for members of the general public.

41. MISCELLANEOUS PROVISIONS

41.1. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be King County, Washington.

41.2. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

41.3. References. Except as provided for otherwise in this Agreement, references to articles, sections, and subsections are references to articles, sections, or subsections of this Agreement.

41.4. Time of the Essence. Time is of the essence of this Agreement and of every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday of the State of Washington, then the time period shall be extended automatically to the next regular business day.

41.5. Severability. If any provision of this Agreement is determined to be unenforceable or invalid in a final decree or judgment by a court of law, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect. In that event, this Agreement shall thereafter be modified, as provided immediately hereafter, to implement the intent of the Parties to the maximum extent allowable under law. The Parties shall diligently seek to agree to modify this Agreement consistent with the final court determination, and no Party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. If the Parties do not mutually agree to modifications within forty-five (45) days after the final court determination, then any Party may initiate an alternative dispute resolution process or court proceeding for determination of the modification that will implement the intent of this Agreement and the final court decision.

41.6. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Hawk Property Owner, Master Developer, and upon the City, except as limited and conditioned in this Agreement. The Master Developer's general duties and obligations under

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this Agreement for development in the Lakepointe Urban Village are not intended to be delegated to Parcel Builders unless a particular duty or obligation, specifically and directly related to the Development Parcel in question, is expressly imposed by the City as a term or condition of an Implementing Approval for that Parcel.

41.7. **Assignment.** The Parties acknowledge that development of the Lakepointe Urban Village may involve sale, conveyance, or assignment of portions of the Lakepointe Urban Village to third parties who will own, develop and/or occupy portions of the Lakepointe Urban Village and buildings thereon. The Hawk Property Owner and Master Developer shall have the right from time to time to assign or transfer all or any portion of its retrospective interests, rights, or obligations under this Agreement or in the Lakepointe Urban Village to other parties acquiring an interest or estate in all or any portion of the Lakepointe Urban Village, including a transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement. However, the Hawk Property Owner and/or Master Developer shall send notice of any such sale, conveyance, or assignment to the City's Community Development Director thirty (30) days prior to the closing of such action. As part of its notice to the City's Community Development Director, the Hawk Property Owner and/or Master Developer shall attest that it has provided a copy of this Agreement to the prospective purchaser or assignee.

41.7.1. In any such transfer or assignment, if the transferee or assignee agrees to assume the obligations herein pertaining to the property transferred or assigned, then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and the Hawk Property Owner and/or Master Developer shall thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that the Hawk Property Owner and/or Master Developer shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Hawk Property still owned by the Hawk Property Owner and/or Master Developer. The Hawk Property Owner and/or Master Developer shall advise prospective transferees or assignees that obligations of this Agreement will apply to the property upon transfer or assignment.

41.8. **No Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision or exhibit of this Agreement.

41.9. **No Waiver.** No waiver of any breach or default hereunder shall be enforceable unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

41.10. **Notice.** Except as otherwise provided for in this Agreement, any demand, request or notice which any Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, or successfully transmitted by facsimile transmission, or when actually received after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To the City: Regan Bolli, City Manager
City of Covington
16720 SE 271st Street, Suite 100
Covington, WA 98042

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Facsimile: (425) 480-2401

Sara Springer
City Attorney
16720 SE 271st Street, Suite 100
Covington, WA 98042
Facsimile: (425) 480-2401

Master Developer: Brian Ross
Oakpointe Land Covington, LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
Facsimile: (425) 898-2139

Megan Nelson
Oakpointe LLC
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
Facsimile: (425) 898-2139

Hawk Property Owner: Jim Hawk
18330 SE Lake Holm Road
Auburn, WA 98092
Facsimile: (253) 931-0549

Inger Brockman
701 Fifth Avenue
5500 Columbia Center
Seattle, WA 98104-7096
Facsimile: (206) 625-9534

41.11. Private Undertaking—No Joint Venture. Notwithstanding any language in this Agreement, the City shall not be deemed to be a member, partner, or joint venture partner of the Hawk Property Owner or the Master Developer and the City shall not be responsible for any debt or liability of either Party. The Hawk Property Owner and/or Master Developer shall not be responsible for any debt or liability of the City.

41.12. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein and this Agreement supersedes all previous agreements, oral or written.

41.13. No Presumption against Drafter. This Agreement has been equally drafted, reviewed, and revised by legal counsel for all parties and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

41.14. Recording; Covenant Running with the Land. This Agreement or a memorandum thereof and any subsequent amendments to this Agreement shall be recorded against all of the real property comprising the Lakepointe Urban Village with King County by the Hawk Property Owner and Master Developer within thirty (30) days of the Effective Date of this Agreement as a covenant running with the land and shall be binding on the Hawk Property Owner and Master Developer its heirs, successors, and assigns until this Agreement expires on its own terms or is terminated pursuant to Section 35 of this Agreement.

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41.15. Authority. Each individual executing this Agreement on behalf of the City, the Hawk Property Owner, and the Master Developer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City, the Hawk Property Owner, or Master Developer, respectively.

41.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

41.17. Conflicts. This Agreement, amongst other things, further defines, clarifies and adds detail to the provisions of the Planned Action and Subarea Plan for the Parties and Implementing Project applicants. The Parties acknowledge and agree that this Agreement, including its exhibits, are consistent with Washington State law, the Planned Action, the Comprehensive Plan, the CMC, the Subarea Plan, and the Planned Action EIS. The Parties further acknowledge and agree that the addition of detail, definition, and clarification by this Agreement to the Planned Action and/or Subarea Plan does not create conflicts amongst these sources. Therefore, the Parties agree that to the greatest extent feasible, the provisions of this Agreement and the Planned Action, the Comprehensive Plan, the CMC, the Subarea Plan, and the Planned Action EIS shall be interpreted as consistent and complementary to each other and that the Parties shall attempt, in the instance of a perceived conflict, to reconcile the seemingly conflicting provisions. Notwithstanding the foregoing, if a conflict cannot be reconciled (except in the case of Section 18 of this Agreement which shall control above all else), the Planned Action shall first control, then the Subarea Plan, then the Comprehensive Plan, then the Planned Action EIS, then the CMC, and, finally, this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.

CITY OF COVINGTON:

By _____
Name: _____
Its: _____

Date: _____

Attest:

By _____
City Clerk

Approved as to form:

By _____
City Attorney

MASTER DEVELOPER:

OAKPOINTE LAND COVINGTON, LLC, a Delaware limited liability company

By_____
Name: Brian Ross
Its: Authorized Person

Date: _____

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HAWK PROPERTY OWNER:

HUGHES FAMILY INVESTMENT, LTD., a Washington limited partnership

By_____
Name:_____
Its: Authorized Partner

Date: _____

HAWK FAMILY PROPERTIES LIMITED PARTNERSHIP, a Washington limited partnership

By_____
Name:_____
Its: General Partner

Date: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **Hawk Family Properties**, the joint venture that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said joint venture, 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.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of **Hughes Family Investment, Ltd.**, 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.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, 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 Manager of Oakpointe LLC, the Development Manager of **Oakpointe Land Covington, LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, 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.

_____
Signature

_____
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

[*ADD CITY OF COVINGTON NOTARY BLOCK*]

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Attachment 2

Cover Letter and Proposed Zoning Map

Describe How Proposal Meets Decision Criteria

1. Has the same or a substantially-similar amendment been proposed in the last three amendment cycles?

No. A similar amendment has not been proposed in the last three amendment cycles.

2. The proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan.

In 2014, the City of Covington City Council adopted the Hawk Property Subarea Plan (Ord. No. 01-14) ("Subarea Plan"), which included amendments to the City of Covington Comprehensive Plan ("Comprehensive Plan") specifically relating to King County Parcels #1922069041, 2022069152, 2022069012, 3022069001, 2922069162, and 3022069090 ("Subarea"). In January 2016, the City Council adopted an updated version of the Comprehensive Plan (City of Covington Comprehensive Plan 2015-2035, Ord. No. 02-2016). As explained below, the requested zoning amendment will permit implementation of the goals, objectives, and policies contained in the ~~Subarea Plan and the~~City of Covington Comprehensive Plan ~~relating to the Project Site~~2015-2035 (portions of the ~~Subarea Plan and~~ Comprehensive Plan area are quoted below in italics for ease of reading).

> *~~Section 2.6.12 Hawk Property~~Exhibit LU-13 Future Land Use Map Descriptions*
>
> *Lakepointe Urban Village Subarea*
> *The ~~Hawk Property~~Lakepointe Urban Village Subarea ~~designation~~(formerly the Hawk Property) category is intended to provide commercial and residential opportunities in an "urban village" setting (formerly referred to as Hawk Property Subarea) with associated recreational and open space amenities. The adopted Hawk Property Subarea ~~should~~Plan (Ord. 01-14, as amended), clearly envisions mixed-use development in this area. Future development of the Lakepointe Urban Village is intended to provide ~~both~~ regional and local commercial opportunities, as well as housing options not widely available in Covington~~,~~ including multifamily, townhome, and small-lot residential development.*
> *~~This designation is appropriate for those properties included in the Hawk Property Subarea, as mapped in the Hawk Property Subarea Plan.~~*

The proposed zoning map amendment requests approval for R-6, R-8, MR, and RCMU zones, which will provide a mix of residential and regional commercial mixed use areas. If the amendment is approved, the Applicant will have the flexibility to design and develop the Subarea to provide commercial and residential opportunities in an urban village setting, including space for regional and local commercial opportunities and for housing options that, at present, are not widely available in Covington.

> *~~Table 2.6: Corresponding~~ Exhibit LU-14. Future Land-Use Designations ~~and~~ & Corresponding Zoning Districts*

~~Future~~ Land -Use Designation	*~~Consistent~~ Zoning District*
~~HPS~~Lakepointe Urban Village (formerly called the Hawk Property Subarea)	*Future zoning consistent with approved Hawk Property Subarea Plan Ord 1-14 includes the following* *R-6 Residential 6 Units Per Acre* *R-12 Residential 12 units per acre*

	MR Mixed Residential *RCMU Regional Commercial Mixed Use*

This zoning map amendment specifically requests approval for the four zoning districts outlined above, R-6, R-12, Mixed Residential ("MR"), and RCMU ("Regional Commercial Mixed Use"); the amendment follows the guidance of the Comprehensive Plan.

> *~~2.8.19 Hawk Property Subarea~~Goal LU-V.* The Lakepointe Urban Village
>
> *~~LNG 19.0~~ ~~Plan for~~* is thriving and *~~create a new Urban Village within~~*accessible by multi-modal transportation at the *~~Hawk Property Subarea that serves as a safe, vibrant, well planned commercial~~*northern gateway to the city, providing regional shopping and *~~residential center that offers~~*employment, new housing opportunities *~~to live, shop~~*for the community, and *~~recreate in proximity to regional commercial and park and greenspace facilities~~*a mix of recreational amenities.

As noted above, the zoning map amendment requests a mix of residential and regional commercial mixed-use districts within the Subarea. If the City approves the amendment, the Applicant will have the appropriate zoning districts to design and build ~~an urban village that follows the Comprehensive Plan guidance~~a development that provides new housing opportunities, regional shopping and employment, and a mix of recreational amenities. In short, by approving the zoning amendment, the City will allow the Applicant to develop the Subarea into the thriving and accessible northern gateway to the City that the Comprehensive Plan seeks.

> *~~LNP 19.1~~Policy LU-36.* *Encourage a variety of commercial, residential, and recreational development types in the Lakepointe Urban Village.*

The zoning amendment application requests the City's approval for R-6, R-12, MR, and RCMU zones. By approving the application, the Subarea will have the zoning necessary to provide a variety of commercial areas and residential areas. These proposed areas will surround a central pond feature, include a number of parks of various sizes, and be connected with a series of trails, all of which will provide the variety of recreational activities that the Comprehensive Plan recommends.

> *~~LNP 19.2~~Policy LU-37.* *Encourage a variety of housing types at various densities in the Lakepointe Urban Village to provide housing choices not currently available in one location within Covington.*
>
> *Policy HO-2.* *Allow for a variety of housing types, densities, and lot sizes, including mixed-use development, small and large lot single family development, manufactured housing, accessory dwelling units, townhomes, duplexes, apartments, and condominiums.*
>
> *A. Encourage mixed-use developments with apartments and condominiums above commercial uses in the Town Center and the Lakepointe Urban Village. Promote market-rate, affordable, and special-needs housing with quality gathering space, transit, pedestrian, bicycle, and other amenities to meet community needs.*

The zoning amendment requests rezoning to R-6, R-12, MR, and RCMU. The R-6 and R-12 zoning districts allow different single family detached and attached housing densities, the MR district allows "a variety of housing types at a range of densities not provided by the other Urban Residential zoning districts" and the RCMU district allows for a limited amount of high-density residential uses. Thus, the requested zoning districts would allow a variety of housing types at various densities, as recommended in the Comprehensive Plan.

> *~~LNP 19.5~~Policy LU-40. Ensure that the pond in the Lakepointe Urban Village serves as a major public amenity with extensive public access and a surrounding area with a mix of residential~~,~~ and commercial uses that offer a place for the community to gather, stroll, dine, shop, and live.*

As noted above, if approved, the zoning map amendment would allow a mix of residential, parks, trails, open space, and commercial uses surrounding the central pond feature, ensuring that it will serve as a major public amenity with extensive public access.

> *~~TRP 5.8~~Policy T-27. Promote transit stops, access, and service improvements near land uses that attract large numbers of employees and/or customers.*
>
> *Policy T-28. Encourage ~~the~~ transit oriented development ~~of higher-density commercial and residential centers that can be efficiently served by transit~~where feasible, to locate within the Town Center and Lakepointe Urban Village.*

The Subarea abuts Washington State Route 18 (SR 18"). The proposed zoning map amendment will allow the Applicant to develop a higher-density regional commercial and residential center immediately adjacent to a major road, with easy access to SR 18. The proposed mixed use site is anticipated to include bus service and the possibility of a park and ride facility.

> *~~EDP 5.8~~Policy ED-1. Strengthen Covington's position as the center of a regional retail and service area serving Covington and nearby communities readily accessed from the SR 18 and SR 516 highway corridors.*
>
> *Policy ED-9. Encourage regional commercial and employment uses along major transportation corridors to strengthen Covington's economic position within the region.*

~~The Project Site is immediately south of SR 18. If approved, the zoning amendment will provide the Applicant with the zoning necessary to develop a regional commercial center adjacent to this major regional thoroughfare.~~

> *~~12.5.9 Hawk Property Subarea~~*
>
> *~~EDG 9.0 Develop a secondary economic center in the Hawk Property Subarea that offers shopping, employment, and residential opportunities without competing with the Town Center.~~*

The zoning map amendment requests that a portion of the Subarea be converted to RCMU, which district's purpose is "to provide regional-scale retail and service uses in a well-designed urban village setting that may include a limited amount of high-density residential uses." ~~This zoning district was developed as part of the Subarea Plan and is unique to the Project Site.~~*See* CMC 18.15.090(1). Approving

the zoning map amendment will allow the Applicant to develop a regional commercial center that provides shopping, employment, and residential opportunities ~~that complement, rather than compete with, the Town Center~~immediately adjacent to SR 18.

~~*EDP 9.3 Implement land use and zoning standards that will encourage a mix of regional and local commercial uses and housing densities.*~~

~~As stated above, the four districts requested in this zoning map~~ *City Staff requested the Applicant to address "how the proposed uses allowed with the proposed ZMA are consistent with and how it differs from the allowed uses shown on the Subarea Concept Plan (see page LU-15 of the adopted Comprehensive Plan 2015-2035).*

Exhibit LU-10. Lakepointe Urban Village Minimum and Maximum Concept Plans show commercial, multi-family, townhomes, and single family uses in different configurations within the Subarea. *See* City of Covington Comprehensive Plan 2015-2035 at LU-15. The zoning amendment~~,~~ is consistent with those uses because, as noted above, it requests rezoning to R-6, R-12, MR, and RCMU~~, will~~. The R-6 and R-12 zoning districts allow different single family detached ~~housing densities, provide a "~~and attached housing densities, which are consistent with the single family and townhomes uses contained in the concept plans. The MR district allows "a variety of housing types at a range of densities not provided by the other Urban Residential zoning districts" and ~~allow~~the RCMU district allows for a limited amount of high-density residential uses. These districts will allow for multi-family uses, which are consistent with the concept plans. Finally, the RCMU zone is intended to allow "regional-scale retail and service uses in a well-designed urban village setting…" *See* CMC 18.15.090(1). As discussed, approving this zoning application will permit the Applicant to locate regional-scale commercial uses immediately south of SR 18, in the RCMU zone, consistent with the concept plans.

City Staff also requested the Applicant to address "the differences and the reasoning behind the zoning boundaries you are proposing in the ZMA application and those contemplated in the 'Proposed Zoning' map in the Hawk Property Subarea Plan (see page 18), and explain how the types and location of uses will change as a result. Address how the proposed changes are consistent with the intent of the Subarea Plan."

The proposed zoning boundaries in the application are broadly similar to the zoning boundaries contained within the "Proposed Zoning" map in the Hawk Property Subarea Plan. The zoning map in the application, for example, locates the RCMU zone in the north and west portions of the site, along SR 18, which is similar to the "Proposed Zoning" map in the Subarea Plan. The application also places lower density residential in eastern areas of the site, similar to the Subarea Plan.

After extensive site design analysis, the Applicant has, however, included a few changes to the layout from that contained in the "Proposed Zoning" map. The zoning map in the application, for instance, extends the RCMU zone slightly south of where the line is drawn in the Subarea Plan. The Applicant selected this location for the RCMU zone because it will create a more seamless link between the commercial area and the lake, which will activate the public space and encourage broader use of the amenity. The Applicant has also moved the MR zone north, towards the center of the site and extended the R-12 zone along the southern boundary. This change will allow the highest density residential to be near the center of the site, instead of along the southern boundary, where it would otherwise back up to single family residential uses. Finally, the Applicant extended the R-6 zone west from the far eastern corner where the "Proposed Zoning" map had included it. This change was made at City Staff's request, because much of the area the Applicant proposes to include in the R-6 zone is comprised of wetlands

and buffer. Placing lower density residential zones in areas that are unsuitable for development allows for a much more efficient site.

The Subarea Plan states that the community vision for the Subarea is "the creation of an Urban Village at Covington's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. This village would provide regional shopping and employment opportunities for residents of both Covington and neighboring communities, as well as new housing opportunities for the Covington community." The zoning map application changes are consistent with the intent of the Subarea Plan because the uses proposed, i.e., commercial, multi-family, townhomes, and single family, are identical to those included in the Subarea Plan. The changes included in the application are intended to allow the Applicant to develop the northern gateway urban village in an efficient, thoughtful, well-planned manner.

3. Explain how the proposed amendment is consistent with the scope and purpose of the City's zoning ordinances and the description and purpose of the zone classification applied for.

The City of Covington zoning ordinance states that its purpose is to:

(1) Encourage land use decision making in accordance with the public interest and applicable laws of City of Covington and the State of Washington;

(2) Protect the general public health, safety, and welfare;

(3) Implement the City of Covington comprehensive plan's policies and objectives and community vision statement through land use regulations;

(4) Provide for the economic, social, and aesthetic advantages of orderly development through harmonious groupings of compatible and complementary land uses and the application of appropriate development standards;

(5) Provide for adequate public facilities and services in conjunction with development; and

(6) Promote general public safety by regulating development of lands containing physical hazards and to minimize the adverse environmental impacts of development.

This zoning map amendment is consistent with the scope and purpose of the City's zoning ordinance because the zoning districts requested by this zoning map amendment correspond to the districts recommended by the City. The City notes on its website that the "development of the Hawk Property Subarea Plan involved preparation of a subarea plan (for a mixed use urban village concept), planning policies, zoning districts, and development regulations, as well as public participation and outreach opportunities." The planning process that resulted in the Subarea Plan considered the public interest and applicable laws of the City of Covington and the State of Washington, implemented the City's Comprehensive Plan policies, and provided a blueprint for orderly development. Because the Subarea Plan was the result of such a thorough public planning process, and the zoning districts requested in this zoning map amendment correspond to those districts recommended in the Subarea Plan, this request is consistent with the scope and purpose of the City's zoning ordinances.

Furthermore, this amendment is consistent with the descriptions and purposes of the zoning classifications requested in the application, as described below:

The RCMU category states that:

> *(1) The purpose of the regional commercial mixed-use zone (RCMU) is to provide regional-scale retail and service uses in a well-designed urban village setting that may include a limited amount of high density residential uses. These purposes shall be accomplished by:*
>
> *(a) Concentrating large-scale commercial uses to facilitate efficient provision of public services and to minimize incompatibilities with residential uses;*
>
> *(b) Encouraging compact development to accommodate integrated open space and natural features, as well as recreational amenities;*
>
> *(c) Allowing for both horizontal and vertical mixed-use development, including a mix of commercial and residential uses; and*
>
> *(d) Other public benefits consistent with the comprehensive plan policies as approved by the city council.*
>
> *(2) Use of this zone is appropriate in commercial centers with adequate access to the regional transportation network.*

This zoning amendment is consistent with the description and purpose of the RCMU zone because it will allow the Applicant to develop a mixed-use area to provide regional-scale retail and service uses—with some high density residential—oriented in an urban village setting around a central water feature. This zoning map amendment encourages compact, denser commercial areas in the northern and western portions of the project. This location 1) provides the commercial areas with immediate access to the regional transportation network via SR 18; 2) orients a majority of the commercial areas away from surrounding single family uses, minimizing incompatible uses; and 3) encourages a more compact commercial footprint, allowing more area in the development for the water feature, parks, and open space.

The Urban Residential Zone (encompassing zones R-6, R-12, and MR) states, among other things, that:

> *(1) The purpose of the urban residential zone (R) is to implement comprehensive plan goals and policies for housing quality, diversity and affordability, and to efficiently use urban residential land, public services and energy. These purposes are accomplished by:*
>
> *(a) Providing, in the R-1 (urban separator) through R-12 zones, for a mix of predominantly single detached dwelling units and other development types, with a variety of densities and sizes;*
>
> *(c) Allowing only those accessory and complementary nonresidential uses that are compatible with urban residential communities;*
>
> *(d) Establishing density designations to facilitate advanced area-wide planning for public facilities and services, and to protect environmentally sensitive sites from overdevelopment; and*

(e) Providing, in the MR (mixed residential) zone, a variety of housing types at a range of densities not provided by the other urban residential zoning districts. These purposes are accomplished by allowing a mixture of residential uses while limiting nonresidential uses to neighborhood-serving commercial uses that are complementary and supportive of mixed density housing development.

(2) Use of this zone is appropriate as follows:

(b) The R-4 through R-18 zones and the MR zone on lands that are predominantly environmentally unconstrained and are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services.

This zoning map amendment is consistent with the requirements outlined in the Urban Residential Zone, as the Applicant intends to provide a combination of single family detached (in the R-6 zone), single-family attached (in the R-12 zone), and multi-family (in the MR zone) products. This mix of products ensures that there will be diversity and a range of affordability in housing options within the project. Furthermore, because this zoning map amendment follows the Subarea Plan, it facilitates advanced area-wide planning and helps shift development away from environmentally sensitive sites. If approved, this zoning map amendment will also ensure that development will occur on land that is adequately served by public sewer, water, roads and other public facilities.

4. Explain how circumstances have changed substantially since the establishment of the current development regulation, zoning map or district to warrant the proposed amendment.

As noted above, in 2013, the City initiated an intensive public planning effort to develop a Subarea Plan that encompasses the land that falls under this zoning map amendment. In 2014, the City Council approved the Subarea Plan, a Planned Action EIS, and associated code and comprehensive plan amendments to guide the development of this area. This zoning map amendment is a step in the process to transform the land from its current condition, a former gravel mine and asphalt batch plant, into a well-planned urban village.

5. Explain how the proposed zoning is consistent and compatible with the uses and zoning of surrounding property.

This zoning map amendment places a high density residential zone in the center of the project, with lower density residential areas to the north, south and east to provide a density transition for the existing lower density surrounding uses. The property is bounded on the south by properties in the R-6 and R-8 zones, where this zoning map amendment proposes an R-12 zone. The lower density required in the R-12 zone provides a transition zone between the low density R-6 and R-8 zones and the more intense uses allowed in the RCMU and MR zones to the north, making the project consistent and compatible with the single family uses to the south. To the north and east, the project is bounded by properties in the King County RA-5 zone. This amendment proposes an R-6 zone in areas that abut the RA-5 areas. The low density required in the R-6 zone makes the proposed zoning consistent and compatible with the existing low density single family and park uses in the surrounding RA-5 areas.

The project also places a higher intensity commercial area in the northern and western areas of the project, along the major highway frontage and away from lower density areas. SR 18 bounds the project to the north and west. The zoning map amendment proposes an RCMU zone in this area, where the major commercial uses will be buffered from lower density uses as well as having immediate access to the regional transportation network. The RCMU zone in this applicant abuts an R-8 zone on the western

edge. This location is mostly consistent with the "Proposed Zoning" map included in the approved Subarea Plan (*see* page 18). While the proposed location of the RCMU zone in the application extends slightly south of the location called for in the Subarea Plan, the area where the RCMU zone extends is proposed as MR in the Subarea Plan, so the use is arguably no more intense than that called for in the Subarea Plan.

6. Explain how the property that is the subject of the amendment is suited for the uses allowed in the proposed zoning classification.

The property that is the subject of this amendment borders single family homes and SR 18 and consists of a former gravel pit and an asphalt batch plant. This zoning map amendment allows a development that incorporates commercial uses as well as a variety of residential densities, which are uses that are much more compatible with the surrounding areas than the current gravel pit and asphalt plant. Moreover, as noted above, the property is the subject of the Subarea Plan that, with public input, City staff drafted and the City Council approved. The zoning map amendment requests approval for the same zoning categories that the Subarea Plan recommended and in roughly the same locations that the Subarea Plan recommended. As such, the City itself has determined that the property is well suited for the uses allowed in the proposed zoning classifications.

7. Explain how adequate public services could be made available to serve the full range of proposed uses in that zone.

As described below, adequate public services could be made available to serve the commercial, multi-family, and single family residential uses that the site is proposed to contain.

Utilities

The Covington Water District will provide water service, and the Soos Creek Water & Sewer District will provide sewer services. Water service will be extended into the property consistent with an approved system extension agreement and the Covington Water District's Water System Plan~~ Update (Feb. 2007).~~. Sewer service will be extended into the property consistent with an approved developer extension agreement and the District's comprehensive plan. Puget Sound Energy supplies gas and electricity to the Subarea. These services will also be extended into the site with approved service extension agreements.

Transportation

Several transportation-related mitigation measures have been incorporated through the Planned Action EIS. New roads built to Covington standards will provide access. Major access to the regional transportation network will be through the SE Connector, which will connect SR 18 to the existing end of 204th Avenue SE, near the Maple Hills subdivision. Minor roads and residential roads will provide local access within the project.

Schools

The ~~majority of the Project Site~~Subarea is located within the Kent School District~~. The two recently annexed parcels are, however, located within the boundaries of~~, as the Tahoma School District~~. It is likely that an area swap may occur between the two school districts, with the entire Project Site residing completely~~ transferred parcels 2022069152 and 2022069012 to the Kent School District in ~~one school district. The timing of a swap, if one occurs, is separate from this zoning map amendment.~~2014

Solid Waste

Republic Services will provide solid waste services to new development that occurs within the site. Republic Services will likely transport collected waste to the Cedar Hills landfill for processing. Current estimates indicate adequate capacity to continue to serve the area.

Fire and Police Service

Fire service will be provided by the Kent Regional Fire Authority. Police service is currently provided to the City through a contract with the King County Sheriff, and police service for the project will be similarly provided. The improvement of the subject site will create additional fire and police needs. The Applicant has prepared a fiscal impact analysis to indicate the cost of providing these additional services and to demonstrate the net benefit to the City.

Parks and Open Space

Parks and open space would be provided with future development, as provided in the Subarea Plan and Planned Action Ordinance. The amount of park area for residential use will meet or exceed the total amount required pursuant to CMC 18.35.150.

Other Government Services

Additional government services provided by the City would likely be needed to serve the additional population that will occur within the project area after it is developed. The Applicant's fiscal impact analysis provides estimates of the cost of these additional services and the revenues created by the project, showing a net benefit to the City.

Cost & Benefits/Additional Information

1. Describe the effects of the proposed amendment in terms of costs and benefits to the public, both monetary and non-monetary.

From a monetary perspective, the Applicant has prepared a fiscal impact analysis that demonstrates that while the project (which requires the proposed amendment to be approved) will require additional City services—at an increased cost to the City—the increased revenue from the project more than offsets the increase in costs. See Appendix B, Fiscal Impact Analysis Summary, which shows a cumulative surplus of $~~15,578,938~~16,996,018 for the City by the year 2022 as a result of the project.

From a non-monetary perspective, the proposed amendment will also be a net benefit to the City. The site is currently a gravel pit and asphalt batch plant. By approving this amendment, the City will allow the applicant to convert the site into an urban village, as contemplated by the approved Subarea Plan. While this conversion will likely lead to a temporary increase in construction noise and traffic, as well as an increased need for City services, these costs to the City are more than made up for by the benefits of the completed project, including regional commercial opportunities, well-planned and diverse residential areas, more jobs, intelligent transportation improvements, and increased open space and recreational opportunities.

Per Staff's comments, the Applicant has reached out to the City's Finance Director to discuss the Fiscal Impact Analysis. The Applicant looks forward to working with the Finance Department going forward.

2. Describe and/or attach any studies, research information, or other documentation that will support this proposal.

Fiscal Impact Analysis for the Hawk Property, Appendix B, Fiscal Impact Analysis Summary, Current City and Annexation Property, by DPFG, ~~dated April 16~~updated August 28, 2015.

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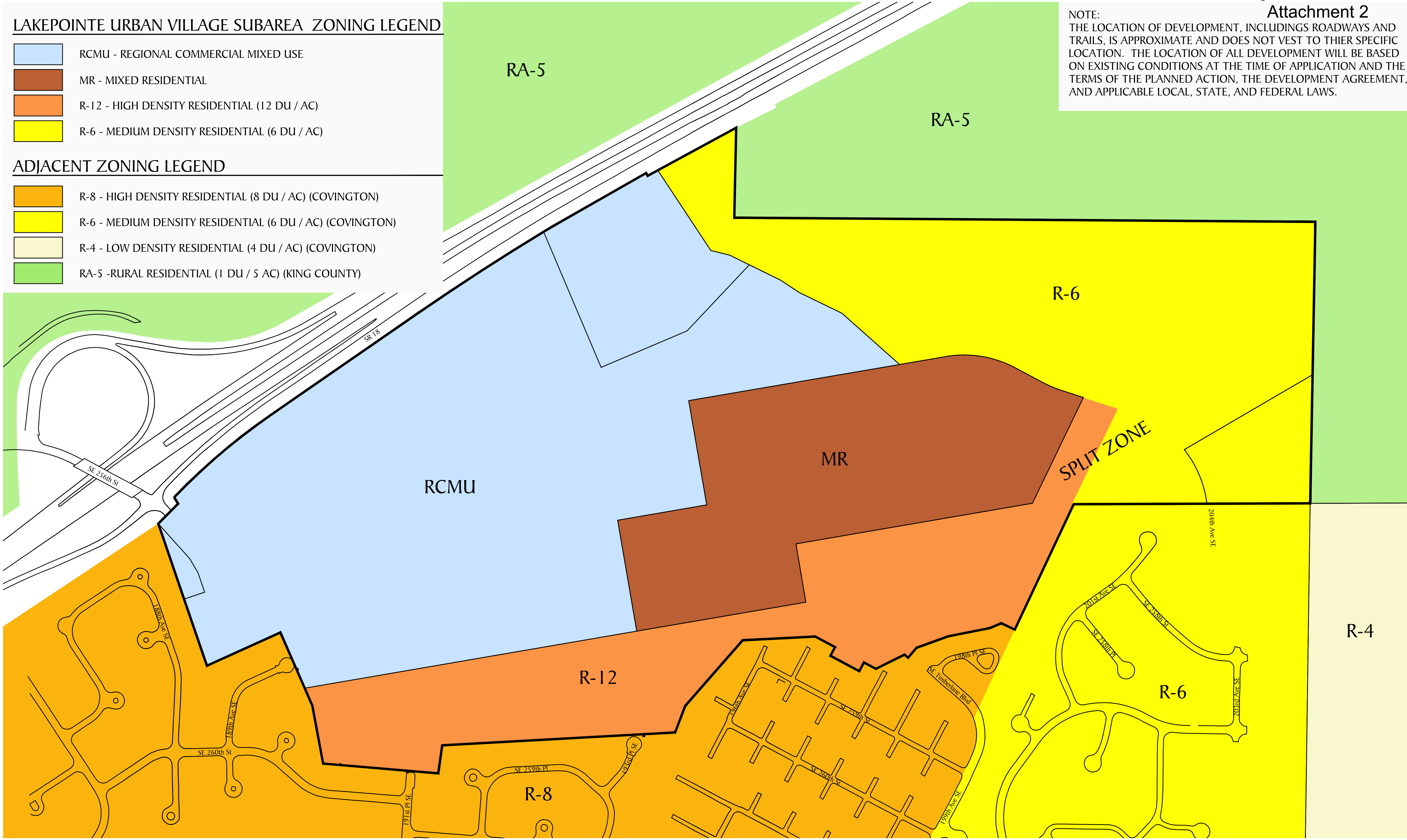


Lakepointe Urban Village

OAKPOINTE

Zoning Map

N

0 100 200 400

SCALE: 1" = 400'

January 30, 2017

Attachment 3

Proposed Boundary Line Adjustment Survey

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

RECORDING NO.	VOL./PAGE

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDER-SIGNED OWNER(S) OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A BOUNDARY LINE ADJUSTMENT THEREOF PURSUANT TO RCW 58.17.040 AND DECLARE THIS ADJUSTMENT TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID ADJUSTMENT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER(S). IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

HAWK FAMILY PROPERTIES AND HUGHES FAMILY INVESTMENT, LTD.,
A JOINT VENTURE

HAWK FAMILY PROPERTIES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

_____
BY: JAMES L. HAWK
ITS: GENERAL PARTNER

HUGHES FAMILY INVESTMENT, LTD., A WASHINGTON LIMITED PARTNERSHIP

_____
BY: KEVIN HUGHES
ITS: AUTHORIZED LIMITED PARTNER

HAWK FAMILY PROPERTIES,
A JOINT VENTURE

_____
BY: JAMES L. HAWK
ITS: GENERAL PARTNER

HAWK FAMILY PROPERTIES AND HUGHES FAMILY INVESTMENTS, LTD.,
AS TENANTS IN COMMON

HAWK FAMILY PROPERTIES LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

_____
BY: JAMES L. HAWK
ITS: GENERAL PARTNER

HUGHES FAMILY INVESTMENT, LTD., A WASHINGTON LIMITED PARTNERSHIP

_____
BY: KEVIN HUGHES
ITS: AUTHORIZED LIMITED PARTNER

APPROVALS

APPROVED THIS _____ DAY OF _____, 20__.

_____
DEVELOPMENT REVIEW ENGINEER

APPROVED THIS _____ DAY OF _____, 20__.

_____
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED THIS _____ DAY OF _____, 20__.

_____
FINANCE DIRECTOR

KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED AND APPROVED THIS ____ DAY OF _____. 20__.

_____
KING COUNTY ASSESSOR

RECORDING NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES L. HAWK IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE GENERAL PARTNER OF HAWK FAMILY PROPERTIES LIMITED PARTNERSHIP, A WASHINGTON LIMITED PARTNERSHIP, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE: _____ (SEAL OR STAMP)

(PRINT NAME)_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____

MY APPOINTMENT EXPIRES_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KEVIN HUGHES IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE AUTHORIZED LIMITED PARTNER OF HUGHES FAMILY INVESTMENT, LTD, A WASHINGTON LIMITED PARTNERSHIP, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE: _____ (SEAL OR STAMP)

(PRINT NAME)_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____

MY APPOINTMENT EXPIRES_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JAMES L. HAWK IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE GENERAL PARTNER OF HAWK FAMILY PROPERTIES, A JOINT VENTURE, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

SIGNATURE: _____ (SEAL OR STAMP)

(PRINT NAME)_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT_____

MY APPOINTMENT EXPIRES_____

NOTES

1. THE INDICATORS OF OCCUPATION ALONG AND WITHIN THE BOUNDARY ARE BASED ON AN UNRECORDED BOUNDARY, ENCROACHMENT AND EASEMENT EXHIBIT SURVEY PREPARED BY AXIS SURVEYING AND MAPPING OF KIRKLAND, WASHINGTON DATED OCTOBER 4, 2013 AND WAS FIELD VERIFIED BY TRIAD ON JANUARY 24, 2017 THROUGH FEBRUARY 1ST, 2017.

PARCEL DESCRIPTIONS (PRIOR TO ADJUSTMENT)
PER CHICAGO TITLE INSURANCE COMPANY,
GUARANTEE/CERTIFICATE ORDER NO. 0084797-06, DATED
OCTOBER 27, 2016 AT 12:00 AM

PARCEL A:
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2, AS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED UNDER RECORDING NUMBERS 5002384, 5002400, 5005667, 5005666, 5005686 AND 5005687;
EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2929813;
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 8608120403;
EXCEPT THAT PORTION THEREOF CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 00-2-21259-3;
TOGETHER WITH THAT PORTION OF SAID COLLIER AND LUND REVISION ROAD VACATED BY KING COUNTY ORDINANCE NO. 4404, RECORDED UNDER RECORDING NUMBER 7908150746.

PARCEL B:
THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 29;
THENCE EASTERLY ALONG THE NORTH LINE THEREOF NORTH 89°08'02" EAST 1583.90 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF THE NORTHWEST GAS PIPE LINE EASEMENT;
THENCE SOUTHWESTERLY ALONG SAID WESTERLY MARGIN SOUTH 24°32'00" WEST 635.22 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN PLAT OF TIMBERLANE ESTATES DIVISION NO. 4, AS RECORDED IN VOLUME 89 OF PLATS, PAGES 3 AND 4, IN SAID COUNTY;
THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID NORTH LINE NORTH 65°28'00" WEST 68.56 FEET TO THE MOST NORTHERLY CORNER OF LOT 118 OF SAID PLAT;
THENCE SOUTH 66°30'00" WEST 56.08 FEET;
THENCE SOUTH 78°00'00" WEST 195.00 FEET;
THENCE SOUTH 69°30'00" WEST 154.46 FEET;
THENCE SOUTH 40°00'00" WEST 60.00 FEET;
THENCE NORTH 50°00'00" WEST 21.54 FEET;
THENCE SOUTH 63°04'27" WEST 146.42 FEET;
THENCE NORTH 62°36'42" WEST 62.00 FEET;
THENCE SOUTH 27°32'18" WEST 45.00 FEET;
THENCE NORTH 62°36'42" WEST 150.00 FEET;
THENCE NORTH 27°23'18" EAST 45.00 FEET;
THENCE NORTH 62°36'42" WEST 103.00 FEET;
THENCE SOUTH 86°24'22" WEST 332.91 FEET;
THENCE SOUTH 40°34'04" WEST TO THE WEST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

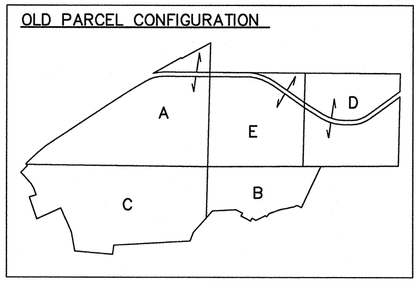
PARCEL C:
THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST QUARTER WITH THE NORTHWESTERLY LINE OF TRACT "B", TIMBERLANE ESTATES DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 89 OF PLATS, PAGES 3 AND 4, IN KING COUNTY, WASHINGTON;
THENCE SOUTH 40°34'04" WEST TO AN ANGLE POINT IN THE NORTH LINE OF SAID TRACT B;
THENCE SOUTH 20°07'04" WEST 130.00 FEET;
THENCE LEAVING SAID NORTH LINE SOUTH 86°10'00" WEST 1070.00 FEET;
THENCE SOUTH 07°20'00" WEST 130.00 FEET;
THENCE NORTH 85°45'00" WEST 530.00 FEET;
THENCE NORTH 11°10'00" WEST 270.00 FEET;
THENCE NORTH 24°15'00" WEST 366.26 FEET;
THENCE SOUTH 65°00'00" WEST 369.64 FEET;
THENCE NORTH 19°33'18" WEST 688.44 FEET, MORE OR LESS, TO A POINT ON A LINE LYING 260.00 FEET DISTANT, WHEN MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 2;
THENCE SOUTHWESTERLY ALONG SAID LINE SOUTH 55°46'43" WEST 36.44 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 AND THE MOST NORTHERLY CORNER OF LOT 2 AS SAID LOT IS SHOWN AND SO DESIGNATED ON THAT CERTAIN SHORT PLAT RECORDED UNDER RECORDING NUMBER 7712220725, RECORDS OF SAID COUNTY AND THE TERMINUS OF SAID DESCRIBED LINE.
EXCEPT THAT PORTION THEREOF CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 00-2-21259-3.

PARCEL D:
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE 60 FOOT STRIP THEREOF LYING WITHIN COLLIER AND LUND REVISION ROAD (ALSO KNOWN AS SOUTHEAST 254TH STREET) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 2931461;
TOGETHER WITH THAT PORTION OF SAID COLLIER AND LUND REVISION ROAD VACATED BY KING COUNTY ORDINANCE NO. 4404, RECORDED UNDER RECORDING NUMBER 7908150746; AND
EXCEPT THAT PORTION OF SAID SUBDIVISION CONVEYED TO KING COUNTY FOR COLLIER AND LUND ROAD REVISION BY DEED RECORDED UNDER RECORDING NUMBER 8608120402.

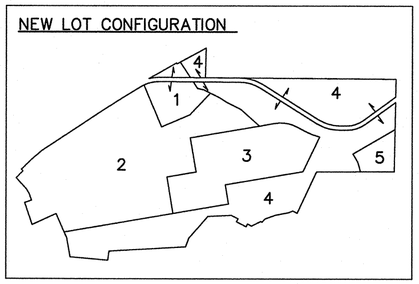
PARCEL E:
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP
22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT RIGHT OF WAY FOR COUNTY ROAD.

PARCEL KEY
NTS

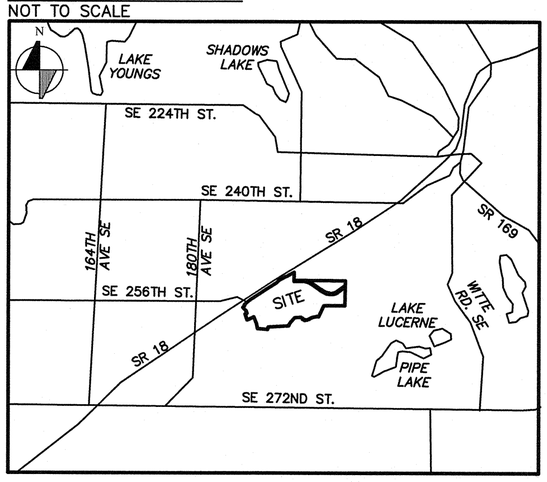
OLD PARCEL CONFIGURATION



NEW LOT CONFIGURATION



VICINITY MAP
NOT TO SCALE



RECORDER'S CERTIFICATE .....

FILED FOR RECORD THIS ..... DAY OF ....., 20 ..... AT ...M
IN BOOK .....OF..... AT PAGE.....AT THE REQUEST OF

.....
SURVEYOR'S NAME

....
MANAGER SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS LOT LINE ADJUSTMENT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH STATE AND COUNTY STATUTES ON THIS _____ DAY OF _____, 20__.

REVIEW COPY
.....
MARK S. HARRISON
CERTIFICATE NO. 21467

02-15-17
MARK S. HARRISON
STATE OF WASHINGTON
21467
REGISTERED
PROFESSIONAL LAND SURVEYOR

APPROVAL NOTES:
THIS BOUNDARY LINE ADJUSTMENT HAS BEEN REVIEWED BY THE CITY OF COVINGTON UNDER APPLICABLE CODE CHAPTER 17.40.

triad
20300 Woodinville Snohomish Rd NE ▪ Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059 w: triadassociates.net

PORTION OF NE, NE AND NW, NE OF SEC. 30, NE, NW AND NW, NW OF SEC. 29, SE, SE, AND NE, SE AND SW, SE OF SEC. 19, SW, SW AND SE, SW OF SEC. 20, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON

DWN. BY	DATE	JOB NO.
ARJ	02/15/17	14-178
CHKD. BY	SCALE	SHEET
MSH		1 OF 8

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

VOL./PAGE

NEW PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 19 AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19;
THENCE NORTH 89°35'29" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHERLY RIGHT OF WAY OF COLLIER-LUND ROAD, 207.94 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°35'29" WEST ALONG SAID NORTHERLY RIGHT OF WAY, 437.38 FEET TO A POINT OF CURVE;
THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 15°30'13", AN ARC DISTANCE OF 143.41 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SR-18;
THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY THE FOLLOWING COURSES:
NORTH 60°15'55"EAST, 440.64 FEET;
SOUTH 28°29'39"EAST, 15.00 FEET;
NORTH 61°30'21"EAST, 53.32 FEET;
THENCE LEAVING SAID RIGHT OF WAY, SOUTH 33°27'49"EAST, 258.50 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH:

COMMENCING AT SAID SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 01°12'51"WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 60.01 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID COLLIER-LUND ROAD;
THENCE NORTH 89°35'29"WEST ALONG SAID SOUTHERLY RIGHT OF WAY, 166.82 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°35'29"WEST ALONG SAID SOUTHERLY RIGHT OF WAY, 477.66 FEET TO A POINT OF CURVE;
THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 26°41'24", AN ARC DISTANCE OF 218.94 FEET;
THENCE LEAVING SAID RIGHT OF WAY SOUTH 22°56'06"EAST, 632.14 FEET;
THENCE NORTH 67°03'54"EAST, 428.30 FEET;
THENCE NORTH 43°16'24"EAST, 416.05 FEET;
THENCE NORTH 63°56'26" WEST, 100.78 FEET;
THENCE NORTH 76°00'37" WEST, 88.20 FEET;
THENCE NORTH 33°27'49" WEST 110.18 FEET TO THE TRUE POINT OF BEGINNING.

NEW PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 AND THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, SAID TOWNSHIP AND RANGE;
THENCE SOUTH 01°12'51"WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 60.01 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID COLLIER-LUND ROAD;
THENCE NORTH 89°35'29"WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, 166.82 FEET;
THENCE SOUTH 33°27'49"EAST 110.18 FEET;
THENCE SOUTH 76°00'37"EAST 88.20 FEET;
THENCE SOUTH 63°56'26"EAST 100.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 63°56'26"EAST, 157.43 FEET;
THENCE SOUTH 56°37'55"EAST, 107.81 FEET;
THENCE SOUTH 64°10'32"EAST, 214.71 FEET;
THENCE SOUTH 48°23'28"EAST, 353.84 FEET;
THENCE SOUTH 80°16'03"WEST, 981.08 FEET;
THENCE SOUTH 09°43'57"EAST, 485.00 FEET;
THENCE SOUTH 80°16'03"WEST, 414.01 FEET;
THENCE SOUTH 09°43'57"EAST, 516.43 FEET;
THENCE SOUTH 80°16'03"WEST, 1544.09 FEET TO A POINT ON THE EASTERLY LINE OF COVINGTON PARK DIVISION 3, AS RECORDED IN VOLUME 114 OF PLATS AT PAGES 95 THROUGH 97;
THENCE NORTH 23°35'09"WEST, ALONG SAID EASTERLY LINE, 278.60 FEET;
THENCE SOUTH 65°39'51"WEST, ALONG SAID EASTERLY LINE, 369.64 FEET;
THENCE NORTH 18°53'27" WEST, ALONG SAID EASTERLY LINE, 322.39 FEET;
THENCE NORTH 71°10'06"EAST, 100.97 FEET;
THENCE NORTH 19°15'11"EAST, 94.13 FEET;
THENCE NORTH 30°21'57"WEST, 74.75 FEET;
THENCE NORTH 42°08'55"WEST, 216.54 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SR-18;
THENCE NORTH 44°49'00" EAST, ALONG SAID RIGHT OF WAY, 128.62 FEET;
THENCE NORTH 31°43'27" WEST, ALONG SAID RIGHT OF WAY, 34.40 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 46°08'58" EAST, 2920.00 FEET;
THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7°33'32", AN ARC DISTANCE OF 385.23 FEET;
THENCE NORTH 56°30'21" EAST, ALONG SAID RIGHT OF WAY, 1023.85 FEET TO A POINT OF CURVE;
THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11325.00 FEET, THROUGH A CENTRAL ANGLE OF 3°14'30" AN ARC DISTANCE OF 640.75 TO A POINT OF COMPOUND CURVE;
THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 3°58'15" AN ARC DISTANCE OF 32.57 FEET;
THENCE SOUTH 22°56'06" EAST, 632.14 FEET;
THENCE NORTH 67°03'54" EAST, 428.30 FEET;
THENCE NORTH 43°16'24" EAST, 416.05 FEET TO THE TRUE POINT OF BEGINNING.

NEW PARCEL 3

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

NEW PARCEL 3 (CONT.)

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19;
THENCE SOUTH 01°12'51"WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 60.01 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID COLLIER-LUND ROAD;
THENCE NORTH 89°35'29"WEST ALONG SAID SOUTHERLY RIGHT OF WAY, 166.82 FEET;
THENCE SOUTH 33°27'49"EAST, 110.18 FEET;
THENCE SOUTH 76°00'37"EAST, 88.20 FEET;
THENCE SOUTH 63°56'26"EAST, 258.20 FEET;
THENCE SOUTH 56°37'55"EAST, 107.81 FEET;
THENCE SOUTH 64°10'32"EAST, 214.71 FEET;
THENCE SOUTH 48°23'28"EAST, 353.84 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 80°16'03"WEST, 981.08 FEET;
THENCE SOUTH 09°43'57"EAST, 485.00 FEET;
THENCE SOUTH 80°16'03"WEST, 414.01 FEET;
THENCE SOUTH 09°43'57"EAST, 516.43 FEET;
THENCE NORTH 80°16'03"EAST, 787.01 FEET;
THENCE NORTH 09°43'57"WEST, 271.43 FEET;
THENCE NORTH 80°16'03"EAST, 1100.37 FEET;
THENCE NORTH 25°44'12"EAST, 537.99 FEET;
THENCE NORTH 71°57'03"WEST, 107.72 FEET TO A POINT OF CURVE;
THENCE NORTHWESTERLY, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 506.30 FEET, THROUGH A CENTRAL ANGLE OF 9°57'26", AN ARC DISTANCE OF 87.99 FEET;
THENCE NORTH 61°59'37"WEST, 146.21 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 28°04'07" WEST, 498.41 FEET;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°48'05", AN ARC DISTANCE OF 328.83 FEET;
THENCE SOUTH 80°16'03"WEST, 214.16 FEET TO THE TRUE POINT OF BEGINNING.

NEW PARCEL 4

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, SAID TOWNSHIP AND RANGE;
THENCE SOUTH 01°12'51"WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 60.01 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAID COLLIER-LUND ROAD AND TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°35'29"WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, 166.82 FEET;
THENCE SOUTH 33°27'49"EAST 110.18 FEET;
THENCE SOUTH 76°00'37"EAST 88.20 FEET;
THENCE SOUTH 63°56'26"EAST 258.20 FEET;
THENCE SOUTH 56°37'55"EAST 107.81 FEET;
THENCE SOUTH 64°10'32"EAST 214.71 FEET;
THENCE SOUTH 48°23'28"EAST 353.84 FEET;
THENCE NORTH 80°16'03"EAST 214.16 FEET TO A POINT OF CURVE;
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 498.41 FEET, THROUGH A CENTRAL ANGLE OF 37°48'05", AN ARC DISTANCE OF 328.83 FEET;
THENCE SOUTH 61°59'37"EAST 146.21 FEET TO A POINT OF CURVE,
THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 506.30 FEET, THROUGH A CENTRAL ANGLE OF 9°57'26", AN ARC DISTANCE OF 87.99 FEET;
THENCE SOUTH 71°57'03"EAST 107.72 FEET;
THENCE SOUTH 25°44'12"WEST 537.99 FEET;
THENCE SOUTH 80°16'03"WEST 1100.37 FEET;
THENCE SOUTH 9°43'57"EAST 271.43 FEET;
THENCE SOUTH 80°16'03"WEST, 2331.10 FEET TO A POINT ON THE EASTERLY LINE OF COVINGTON PARK DIVISION 3, AS RECORDED IN VOLUME 114 OF PLATS AT PAGES 95 THROUGH 97;
THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SAID COVINGTON PARK DIVISION 3, COVINGTON PARK DIVISION 4, AS RECORDED IN VOLUME 118, PAGES 5 AND 6, TIMBERLINE ESTATES DIVISION 4, AS RECORDED IN VOLUME 89 OF PLATS AT PAGES 3 AND 4 AND SHIRE HILLS DIVISION 1, AS RECORDED IN VOLUME 164 OF PLATS AT PAGES 13 THROUGH 19, THE FOLLOWING COURSES:
THENCE SOUTH 23°35'09"EAST, 87.66 FEET;
THENCE SOUTH 10°30'09"EAST, 270.00 FEET;
THENCE SOUTH 85°05'09"EAST, 530.00 FEET;
THENCE NORTH 07°59'51"EAST, 130.00 FEET;
THENCE NORTH 86°49'51"EAST, 1069.11 FEET;
THENCE NORTH 20°46'16"EAST, 130.55 FEET;
THENCE NORTH 41°13'16"EAST, 400.00 FEET;
THENCE NORTH 87°03'34"EAST, 332.91 FEET;
THENCE SOUTH 61°57'30"EAST, 103.00 FEET;
THENCE SOUTH 28°02'30"WEST, 45.00 FEET;
THENCE SOUTH 61°57'30"EAST, 150.00 FEET;
THENCE NORTH 28°02'30"EAST, 45.00 FEET;
THENCE SOUTH 61°57'30"EAST, 62.00 FEET;
THENCE NORTH 63°43'39"EAST, 146.42 FEET;
THENCE SOUTH 49°20'48"EAST, 21.54 FEET;
THENCE NORTH 40°39'12"EAST, 60.00 FEET;
THENCE NORTH 70°09'12"EAST, 154.46 FEET;
THENCE NORTH 78°39'12"EAST, 195.00 FEET;
THENCE NORTH 67°09'12"EAST, 56.08 FEET;
THENCE SOUTH 64°48'48"EAST, 68.56 FEET;
THENCE NORTH 25°11'12"EAST, 635.30 FEET;
THENCE LEAVING SAID LINES, NORTH 89°46'42"EAST, 610.93 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 82°53'35"WEST, A DISTANCE OF 500.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 31°13'45", AND ARC DISTANCE OF 272.52 FEET;
THENCE NORTH 59°42'46" EAST, 680.75 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 01°02'56" EAST ALONG SAID EAST LINE, 378.34 FEET TO SAID SOUTHERLY RIGHT OF WAY OF COLLIER-LUND ROAD;
THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES:
THENCE SOUTH 54°03'08" WEST, 519.82 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 439.53 FEET, THROUGH A CENTRAL ANGLE OF 36°18'00", AN ARC DISTANCE OF 278.47 FEET;
THENCE NORTH 89°38'52" WEST, 95.42 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 31°41'50", AN ARC DISTANCE OF 348.53 FEET;
THENCE NORTH 57°57'02" WEST, 911.61 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 31°38'27", AN ARC DISTANCE OF 314.78 FEET;
THENCE NORTH 89°35'29" WEST, 480.58 FEET TO THE TRUE POINT OF BEGINNING.

NEW PARCEL 4 (CONT.)

TOGETHER WITH:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20;
THENCE SOUTH 89°35'29"EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, 479.74 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID NORTH LINE, 852.14 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20;
THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°35'29"EAST, 1331.88 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 01°02'56" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 247.70 FEET TO THE NORTHERLY RIGHT OF WAY OF COLLIER-LUND ROAD;
THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING COURSES:
THENCE SOUTH 54°03'08" WEST, 565.03 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 379.53 FEET, THROUGH A CENTRAL ANGLE OF 36°18'00", AN ARC DISTANCE OF 240.45 FEET;
THENCE NORTH 89°38'52" WEST, 95.42 FEET TO A POINT OF CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 31°41'50", AN ARC DISTANCE OF 315.34 FEET;
THENCE NORTH 57°57'02" WEST, 911.62 FEET TO A POINT OF CURVE;
THENCE WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET, THROUGH A CENTRAL ANGLE OF 31°38'27", AN ARC DISTANCE OF 347.91 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19;
THENCE NORTH 89°35'29"WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHERLY RIGHT OF WAY OF COLLIER-LUND ROAD, 207.94 FEET;
THENCE NORTH 33°27'49"WEST, 258.50 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SR-18;
THENCE NORTH 61°30'21"EAST, 408.71 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 01°12'51"WEST, 412.20 FEET TO THE POINT OF BEGINNING.

NEW PARCEL 5

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTWEST QUARTER OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20;
THENCE SOUTH 89°35'29" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 2663.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 20;
THENCE SOUTH 01°02'56" WEST ALONG SAID EAST LINE, 701.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 01°02'56" WEST ALONG SAID EAST LINE, 589.87 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 89°46'42" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 473.08 FEET TO A POINT ON A CURVE, THE CENTER OF WHICH BEARS SOUTH 82°53'35" WEST, A DISTANCE OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 31°13'45", AND ARC DISTANCE OF 272.52 FEET;

THENCE NORTH 59°42'46" EAST, 680.75 FEET TO THE TRUE POINT OF BEGINNING.

MARK S. HARRISON
STATE OF WASHINGTON
21467
REGISTERED
PROFESSIONAL LAND SURVEYOR
23.06 17

APPROVAL NOTE:
THIS BOUNDARY LINE ADJUSTMENT HAS BEEN REVIEWED BY THE CITY OF COVINGTON UNDER APPLICABLE CODE CHAPTER 17.40.

triad
20300 Woodinville Snohomish Rd NE • Woodinville, WA 98072
p: 425.415.2000 f: 425.486.5059 w: triadassociates.net

PORTION OF NE, NE AND NW, NE OF SEC. 30, NE, NW AND NW, NW OF SEC. 29, SE, SE, AND NE, SE AND SW, SE OF SEC. 19, SW, SW AND SE, SW OF SEC. 20, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON

DWN. BY	DATE	JOB NO.
ARJ	02/15/17	14-178
CHKD. BY	SCALE	SHEET
MSH		2 OF 8

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

VOL./PAGE

SCHEDULE B NOTES

TITLE NOTES CORRESPONDING TO PARAGRAPH NUMBERS FROM SCHEDULE B, SPECIAL EXCEPTIONS PER CHICAGO TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE ORDER NO. 0084797-06, DATED OCTOBER 27, 2016 AT 12:00 AM

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: PACIFIC NORTHWEST PIPELINE CORPORATION
   PURPOSE: PIPELINE
   AREA AFFECTED: THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED.
   RECORDED: APRIL 10, 1956
   RECORDING NUMBER: 4681196
   AFFECTS: PORTION OF PARCEL D AND E

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: CASCADE SEWER DISTRICT, A MUNICIPAL CORPORATION
   PURPOSE: SEWER MAINS AND APPURTENANCES
   AREA AFFECTED: A PORTION OF PARCEL D AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: MARCH 8, 1976
   RECORDING NUMBER: 7603080327

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: CASCADE SEWER DISTRICT, A MUNICIPAL CORPORATION
   PURPOSE: WATER MAINS AND APPURTENANCES
   AREA AFFECTED: A PORTION OF PARCEL D AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: APRIL 20, 1976
   RECORDING NUMBER: 7604200435

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: CASCADE SEWER DISTRICT, A MUNICIPAL CORPORATION
   PURPOSE: WATER MAINS AND APPURTENANCES
   AREA AFFECTED: A PORTION OF PARCEL D AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: APRIL 20, 1976
   RECORDING NUMBER: 7604200436

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: CASCADE SEWER DISTRICT, A MUNICIPAL CORPORATION
   PURPOSE: WATER MAINS AND APPURTENANCES
   AREA AFFECTED: A PORTION OF PARCEL D AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: APRIL 20, 1976
   RECORDING NUMBER: 7604200437

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: CASCADE SEWER DISTRICT, A MUNICIPAL CORPORATION
   PURPOSE: WATER MAINS AND APPURTENANCES
   AREA AFFECTED: A PORTION OF PARCEL D AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: APRIL 20, 1976
   RECORDING NUMBER: 7604200438

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
   PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINES
   AREA AFFECTED: AS CONSTRUCTED OR TO BE CONSTRUCTED
   RECORDED: NOVEMBER 10, 1977
   RECORDING NUMBER: 7711100629
   AFFECTS: PARCEL A

8. EASEMENT CONDEMNED IN COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:
   IN FAVOR OF: SOOS CREEK WATER AND SEWER DISTRICT
   PURPOSE: SANITARY SEWER LINES WITH NECESSARY APPURTENANCES
   AREA AFFECTED: PORTIONS OF SAID PREMISES
   CAUSE NUMBER: 87-2-19506-6
   NOTICES OF ACQUISITION OF EASEMENT BY CONDEMNATION WERE RECORDED UNDER RECORDING NUMBERS 8810241038, 8810241039, 8810241040, 8810241041, AND 8810241042.

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
   GRANTEE: PUGET SOUND ENERGY
   PURPOSE: GAS PIPELINE OR PIPELINES (UNPLOTTABLE)
   AREA AFFECTED: A PORTION OF PARCEL C AS DESCRIBED IN SAID INSTRUMENT
   RECORDED: MARCH 13, 1997
   RECORDING NUMBER: 9703130252

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
    GRANTEE: PUGET SOUND ENERGY
    PURPOSE: GAS PIPELINE OR PIPELINES (UNPLOTTABLE)
    AREA AFFECTED: A PORTION OF SAID PREMISES AS DESCRIBED IN SAID INSTRUMENT
    RECORDED: MARCH 13, 1997
    RECORDING NUMBER: 9703130261

SCHEDULE B NOTES (CONT.)

11. EASEMENT CONDEMNED IN COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:
    IN FAVOR OF: STATE OF WASHINGTON
    PURPOSE: TEMPORARY CONSTRUCTION EASEMENT AND DRAINAGE
    AREA AFFECTED: PORTION OF PARCEL C
    CAUSE NUMBER: 00-2-21259-3

12. CONDEMNATION OF ACCESS TO STATE HIGHWAY NUMBER SR 18 AND OF LIGHT, VIEW AND AIR BY COUNTY DECREE TO THE STATE OF WASHINGTON:
    ENTERED: MAY 2, 2001
    CAUSE NUMBER: 00-2-21259-3
    AFFECTS: PARCEL A AND C

13. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
    GRANTEE: NORTHWEST PIPELINE CORPORATION
    PURPOSE: PIPELINE
    AREA AFFECTED: A PORTION OF PARCEL D
    RECORDED: AUGUST 29, 2002
    RECORDING NUMBER: 20020829000225
    NOTE: APPROXIMATE LOCATION BASED ON COLLIER AND LUND RD. REV. NO. 3 SURVEY NO 19-22-6-8 GAS LINE LOCATION

14. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
    GRANTEE: QWEST CORPORATION, A COLORADO CORPORATION
    PURPOSE: TELECOMMUNICATIONS FACILITIES, ELECTRICAL FACILITIES AND GAS FACILITIES AND OTHER APPURTENANCES
    AREA AFFECTED: PORTION OF PARCEL A (UNPLOTTABLE)
    RECORDED: OCTOBER 6, 2003
    RECORDING NUMBER: 20031006000251

15. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 826389.
    AFFECTS: PARCEL D

16. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 1090591.
    AFFECTS: PORTION OF PARCEL E LYING WITHIN SECTION 20.

17. RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 3688378
    NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
    AFFECTS: PARCEL B

18. RESERVATION CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 4448558
    NOTE: SAID DEED PROVIDES FOR JUST AND REASONABLE COMPENSATION FOR ANY INJURY TO THE SURFACE OF SAID LAND IN EXERCISING THEIR RIGHTS.
    AFFECTS: PARCEL B

19. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 6306662
    AFFECTS: PORTION OF PARCEL C LYING WITHIN THE NE 1/4 OF SECTION 30

20. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 6307197
    AFFECTS: PARCEL B AND C

21. RESTRICTIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 7303050371.
    AFFECTS: PARCEL A

22. RESTRICTIONS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 9012050435.

23. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
    BETWEEN: LAKESIDE INDUSTRIES
    AND: COVINGTON WATER DISTRICT
    RECORDED: FEBRUARY 12, 1992
    RECORDING NUMBER: 9202120441
    REGARDING: WATER SERVICE
    AFFECTS: PORTION OF PARCEL C LYING WITHIN THE NORTHEAST QUARTER OF SECTION 30.

24. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: FEBRUARY 27, 1959
    RECORDING NUMBER: 5002384
    AFFECTS: PARCEL A

SCHEDULE B NOTES (CONT.)

25. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: FEBRUARY 27, 1959
    RECORDING NUMBER: 5002400
    AFFECTS: PARCEL A

26. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: MARCH 9, 1959
    RECORDING NUMBER: 5005666
    AFFECTS: PARCEL A

27. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: MARCH 9, 1959
    RECORDING NUMBER: 5005667
    AFFECTS: PARCEL A

28. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: MARCH 9, 1959
    RECORDING NUMBER: 5005686
    AFFECTS: PARCEL A

29. RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 2 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON:
    RECORDED: MARCH 9, 1959
    RECORDING NUMBER: 5005687
    AFFECTS: PARCEL A

30. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:
    GRANTEE: KING COUNTY
    RECORDED: FEBRUARY 6, 1937
    RECORDING NUMBER: 2931461
    AFFECTS: PARCEL A.
    NOTE: THE ALIGNMENT SHOWN IS BASED ON SURVEY NO. 20-22-6-3 'COLLIER AND LUND REV. RD.' JUNE 23RD 1936 VACATED PER ORDINANCE NO. 4404 REC. NO. 7908150746

31. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:
    GRANTEE: KING COUNTY
    RECORDED: FEBRUARY 6, 1937
    RECORDING NUMBER: 2931466
    AFFECTS: PARCEL C.

32. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:
    GRANTEE: KING COUNTY
    RECORDED: AUGUST 12, 1986
    RECORDING NUMBER: 8608120402
    AFFECTS: PARCEL D
    NOTE: SAID DEED LEGAL DESCRIPTION LACKS SUFFICIENT CALLS TO PLOT HEREON. THE ALIGNMENT SHOWN IS BASED ON SURVEY NO. 19-22-6-8 'COLLIER AND LUND RD. REV. NO. 3' ESTAB. HEARING DATE OF 2-3-75, AND SLOPE EASEMENT REC. NO. 8608120402.

33. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:
    GRANTEE: KING COUNTY
    RECORDED: AUGUST 12, 1986
    RECORDING NUMBER: 8608120403
    AFFECTS: PARCEL A
    NOTE: SAID DEED LEGAL DESCRIPTION LACKS SUFFICIENT CALLS TO PLOT HEREON. THE ALIGNMENT SHOWN IS BASED ON SURVEY NO. 19-22-6-8 'COLLIER AND LUND RD. REV. NO. 3' ESTAB. HEARING DATE OF 2-3-75

34. RIGHTS, IF ANY, OF THE PUBLIC IN COLLIER AND LUND ROAD, AS DISCLOSED BY KING COUNTY ASSESSOR'S MAP.
    AFFECTS: PARCEL E

MARK S. HARRISON
STATE OF WASHINGTON
21467
REGISTERED
PROFESSIONAL LAND SURVEYOR
02/15/17

APPROVAL NOTE:
THIS BOUNDARY LINE ADJUSTMENT HAS BEEN REVIEWED BY THE CITY OF COVINGTON UNDER APPLICABLE CODE CHAPTER 17.40.

PORTION OF NE, NE AND NW, NE OF SEC. 30, NE, NW AND NW, NW OF SEC. 29, SE, SE, AND NE, SE AND SW, SE OF SEC. 19, SW, SW AND SE, SW OF SEC. 20, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON

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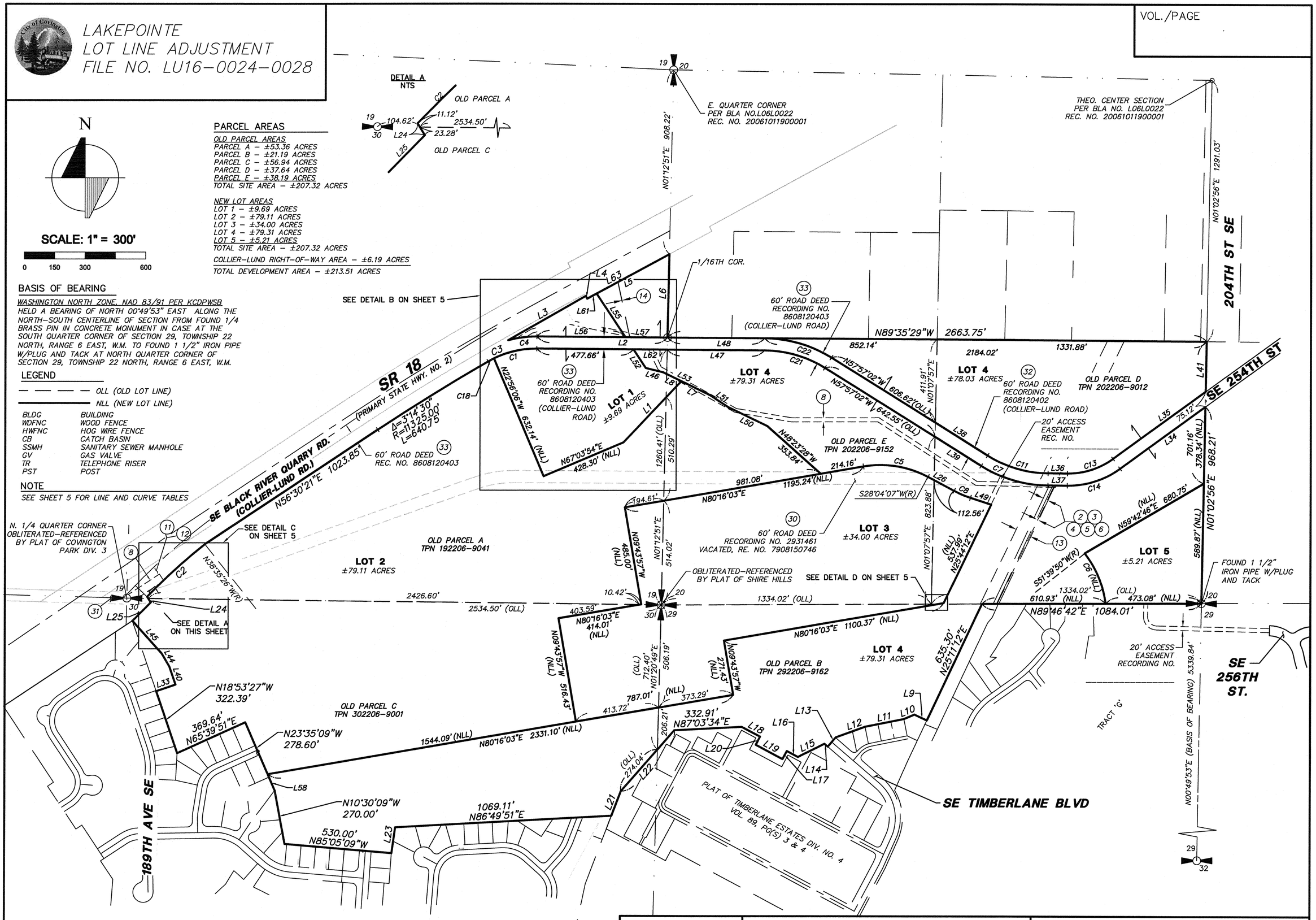
DWN. BY	DATE	JOB NO.
ARJ	02/15/17	14-178
CHKD. BY	SCALE	SHEET
MSH		3 OF 8

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

VOL./PAGE



PARCEL AREAS

OLD PARCEL AREAS
PARCEL A – ±53.36 ACRES
PARCEL B – ±21.19 ACRES
PARCEL C – ±56.94 ACRES
PARCEL D – ±37.64 ACRES
PARCEL E – ±38.19 ACRES
TOTAL SITE AREA – ±207.32 ACRES

NEW LOT AREAS
LOT 1 – ±9.69 ACRES
LOT 2 – ±79.11 ACRES
LOT 3 – ±34.00 ACRES
LOT 4 – ±79.31 ACRES
LOT 5 – ±5.21 ACRES
TOTAL SITE AREA – ±207.32 ACRES

COLLIER-LUND RIGHT-OF-WAY AREA – ±6.19 ACRES

TOTAL DEVELOPMENT AREA – ±213.51 ACRES

BASIS OF BEARING

WASHINGTON NORTH ZONE, NAD 83/91 PER KCDPWSB
HELD A BEARING OF NORTH 00°49'53" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SECTION FROM FOUND 1/4 BRASS PIN IN CONCRETE MONUMENT IN CASE AT THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M. TO FOUND 1 1/2" IRON PIPE W/PLUG AND TACK AT NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M.

LEGEND

— — — — OLL (OLD LOT LINE)
——— NLL (NEW LOT LINE)

BLDG	BUILDING
WDFNC	WOOD FENCE
HWFNC	HOG WIRE FENCE
CB	CATCH BASIN
SSMH	SANITARY SEWER MANHOLE
GV	GAS VALVE
TR	TELEPHONE RISER
PST	POST

NOTE

SEE SHEET 5 FOR LINE AND CURVE TABLES

INSTRUMENTATION NOTE

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 500 AND 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WAC 332-130-090.

02-16
MARK S. HARRISON
STATE OF WASHINGTON
21467
REGISTERED
PROFESSIONAL LAND SURVEYOR

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PORTION OF NE, NE AND NW, NE OF SEC. 30, NE, NW AND NW, NW OF SEC. 29, SE, SE, AND NE, SE AND SW, SE OF SEC. 19, SW, SW AND SE, SW OF SEC. 20, ALL IN TOWNSHIP 22 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON

DWN. BY	DATE	JOB NO.
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MSH	1"=300'	4 OF 8

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

VOL./PAGE

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S43°16'24"W	416.05'
L2	N89°35'29"W	645.31'
L3	S60°15'55"W	440.64'
L4	N28°29'39"W	15.00'
L5	S61°30'21"W	408.71'
L6	S1°12'51"W	412.20'
L7	N63°56'26"W	157.43'
L8	N63°56'26"W	100.78'
L9	S64°48'48"E	68.56'
L10	N67°09'12"E	56.08'
L11	N78°39'12"E	195.00'
L12	N70°09'12"E	154.46'
L13	N40°39'12"E	60.00'
L14	S49°20'48"E	21.54'
L15	N63°43'39"E	146.42'
L16	S61°57'30"E	62.00'

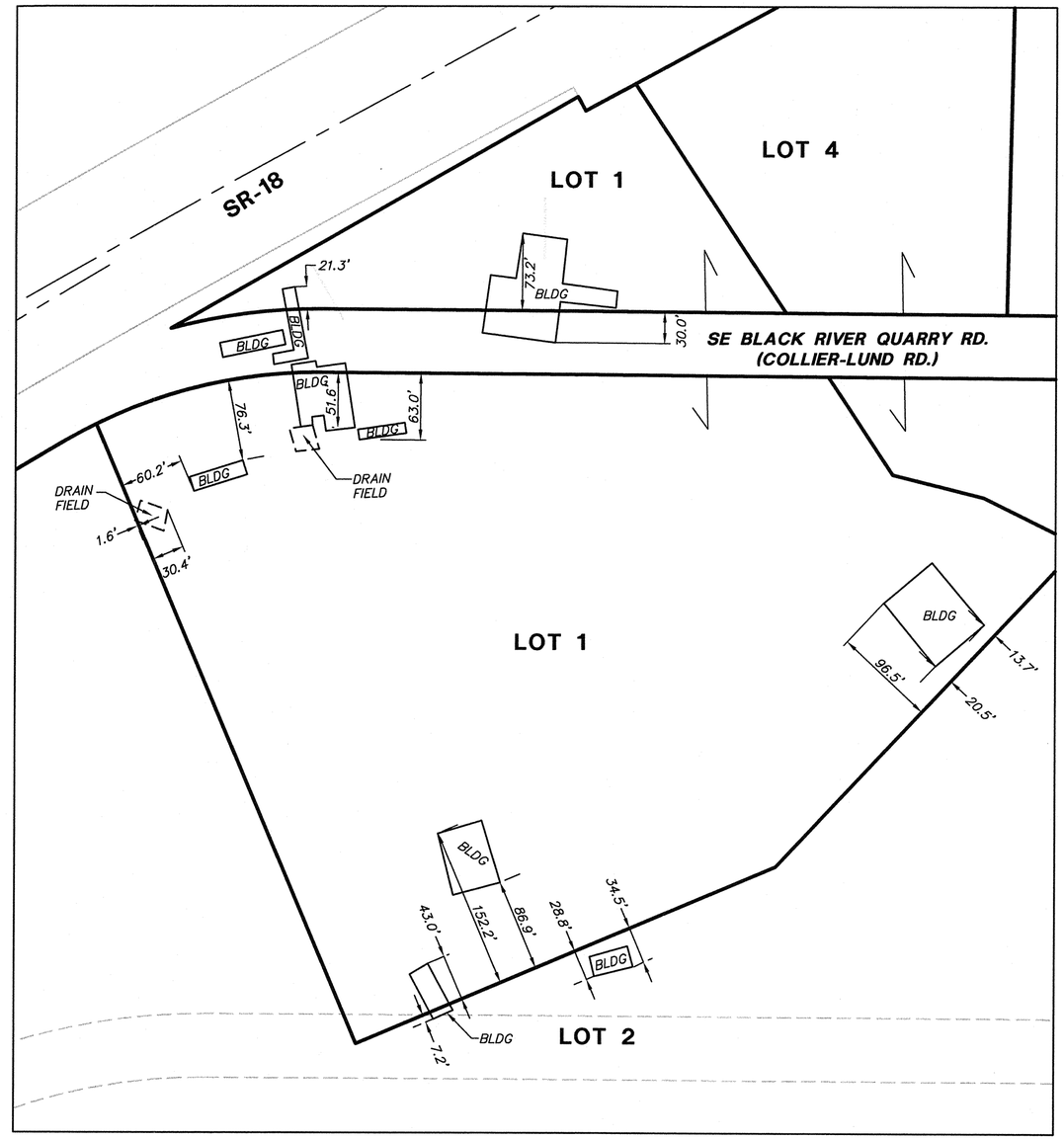
LINE TABLE		
LINE	DIRECTION	LENGTH
L17	N28°02'30"E	45.00'
L18	S61°57'30"E	103.00'
L19	S61°57'30"E	150.00'
L20	S28°02'30"W	45.00'
L21	N20°46'16"E	130.55'
L22	N41°13'16"E	400.00'
L23	N7°59'51"E	130.00'
L24	S31°43'27"E	34.40'
L25	S44°49'00"W	128.62'
L26	S61°59'37"E	146.21'
L28	S42°08'55"E	216.54'
L29	S30°21'57"E	74.75'
L30	S19°15'11"E	94.13'
L32	S41°13'16"W	125.96'
L33	S71°10'06"W	100.97'
L34	N54°03'08"E	519.82'

LINE TABLE		
LINE	DIRECTION	LENGTH
L35	S54°03'08"W	565.03'
L36	S89°38'52"E	95.42'
L37	N89°38'52"W	95.42'
L38	N57°57'02"W	305.00'
L39	S57°57'02"E	269.06'
L40	S19°15'11"E	94.13'
L41	N1°02'56"E	247.70'
L44	S30°21'57"E	74.75'
L45	S42°08'55"E	216.54'
L46	N76°00'37"W	88.20'
L47	N89°35'29"W	480.58'
L48	N89°35'29"W	479.74'
L49	S71°57'03"E	107.72'
L50	N64°10'32"W	214.71'
L51	N56°37'55"W	107.81'
L52	N33°27'49"W	110.18'

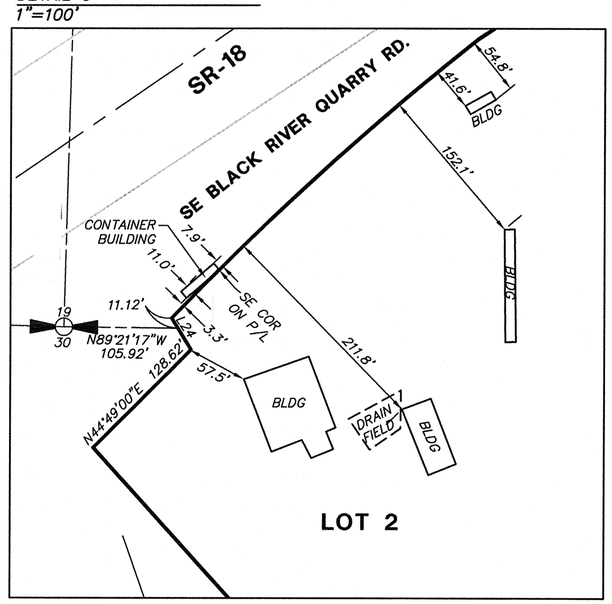
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	026°41'24"	470.00'	218.94'
C2	007°33'32"	2920.00'	385.23'
C3	030°39'40"	470.00'	251.51'
C4	015°30'13"	530.00'	143.41'
C5	037°48'05"	498.41'	328.83'
C6	031°13'45"	500.00'	272.52'
C7	031°41'50"	630.00'	348.53'
C8	009°57'26"	506.30'	87.99'
C11	031°41'50"	570.00'	315.34'
C13	036°18'00"	379.53'	240.45'
C14	036°18'00"	439.53'	278.47'
C18	003°58'15"	470.00'	32.57'
C21	031°38'27"	570.00'	314.78'
C22	031°38'27"	630.00'	347.91'

LINE TABLE		
LINE	DIRECTION	LENGTH
L53	N63°56'26"W	258.20'
L55	N33°27'49"W	258.50'
L56	S89°35'29"E	437.38'
L57	S89°35'29"E	207.94'
L58	N23°35'09"W	87.66'
L59	N89°46'42"E	29.64'
L60	S80°16'03"W	31.46'
L61	S61°30'21"W	53.32'
L62	N89°35'29"W	166.82'
L63	S61°30'21"W	462.03'

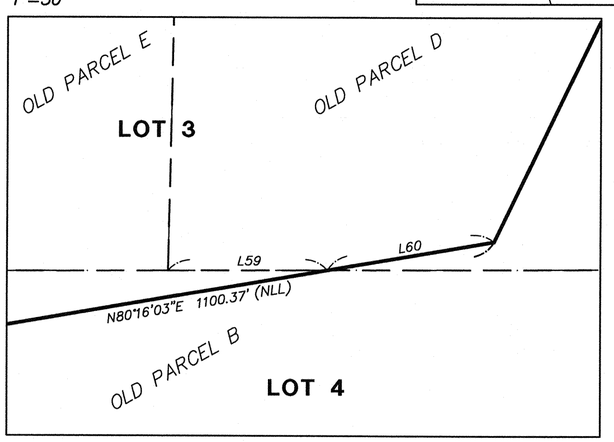
DETAIL B
1"=100'



DETAIL C
1"=100'



DETAIL D
1"=50



MARK S. HARRASCH
STATE OF WASHINGTON
21467
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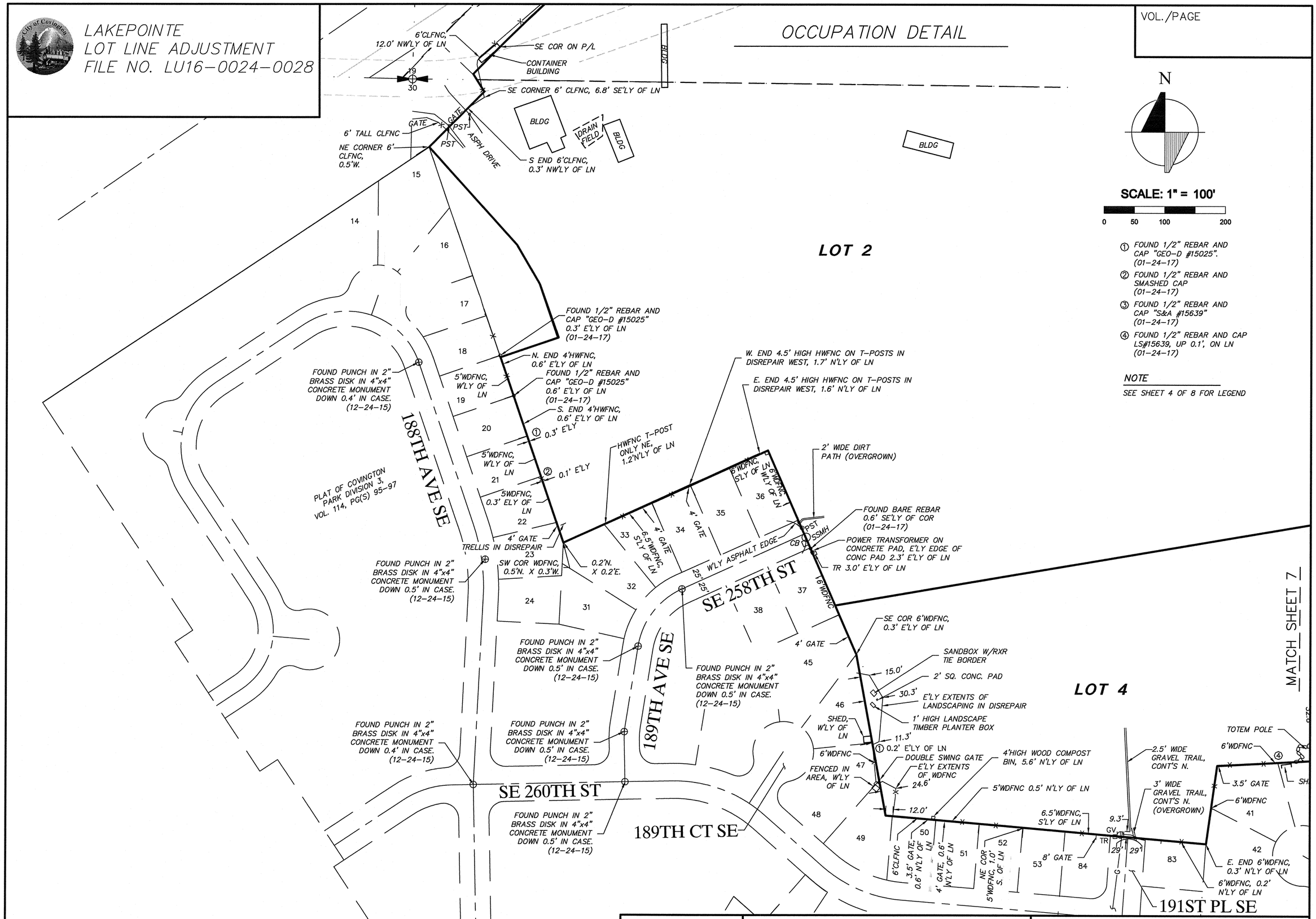
MSH	1"=100'	5 OF 8

LAKEPOINTE
LOT LINE ADJUSTMENT
FILE NO. LU16-0024-0028

VOL./PAGE



MARK S. HARRISON
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REGISTERED PROFESSIONAL LAND SURVEYOR
02-16

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LOT LINE ADJUSTMENT
FOR
OAKPOINTE LAND COVINGTON LLC

DWN. BY	DATE	JOB NO.
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LAKEPOINTE
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OCCUPATION DETAIL

OBLITERATED-REFERENCED BY PLAT OF SHIRE HILLS

19 20 30 29

N

SCALE: 1" = 100'

0 50 100 200

① FOUND 1/2" REBAR AND CAP "GEO-D #15025". (01-24-17)
② FOUND 1/2" REBAR AND SMASHED CAP (01-24-17)
③ FOUND 1/2" REBAR AND CAP "S&A #15639" (01-24-17)
④ FOUND 1/2" REBAR AND CAP LS#15639, UP 0.1', ON LN (01-24-17)

NOTE
SEE SHEET 4 OF 8 FOR LEGEND

MATCH SHEET 6

MATCH SHEET 8

LOT 2

LOT 3

LOT 4

TR 'B'

196TH AVE SE

SE 259TH ST

SE 260TH ST

SE 259TH PL

193RD PL SE

191ST PL SE

FOUND 2" BRASS DISK NO PUNCH IN 4"x4" CONCRETE MONUMENT DOWN 0.5' IN CASE. (9/2013) (SHOT CENTER OF DISK)

PLAT OF TIMBERLANE ESTATES DIV. NO. 4 VOL. 89, PG(S) 3 & 4

PLAT OF COVINGTON PARK DIVISION 4 VOL. 118, PG(S) 5-6

NW COR 5'WDFNC, 9.4' N'LY OF LN
NE COR 5'WDFNC, 2.0' N'LY OF LN
N'LY EXTENTS OF ROCKERY
POST W/LIGHT
CONC WALK
32.8'
TOTEM POLE
6'WDFNC
④
SHED
3.5' GATE
6'WDFNC
2.5' WIDE GRAVEL TRAIL, CONT'S N.
3' WIDE GRAVEL TRAIL, CONT'S N. (OVERGROWN)
9.3'
GV
29' 29'
E. END 6'WDFNC, 0.3' N'LY OF LN
6'WDFNC, 0.2' N'LY OF LN
11.2'
4.5' GATE
4.5' GATE
5'WDFNC, 0.6' S'LY OF LN
5'WDFNC, S'LY OF LN
3' GATE
NE COR 5'WDFNC, 0.8' N'LY OF LN
NW COR 7'WDFNC, 11.4' N'LY OF LN
2' WIDE DIRT PATH
23.5'
8.4'
N'LY EXTENTS 6'WDFNC
TR
25' 25'
WOODEN SHED
59.9
40 41 42 83 39 38 37 36 35 34 33 32 31 30 29
TR'B'

FOUND PUNCH IN 2" BRASS DISK IN 4"x4" CONCRETE MONUMENT DOWN 0.3' IN CASE. (12-24-15)

FOUND PUNCH IN 1 5/8" BRASS DISK IN 4"x4" CONCRETE MONUMENT DOWN 0.3' IN CASE. (12-24-15)

02/16/17
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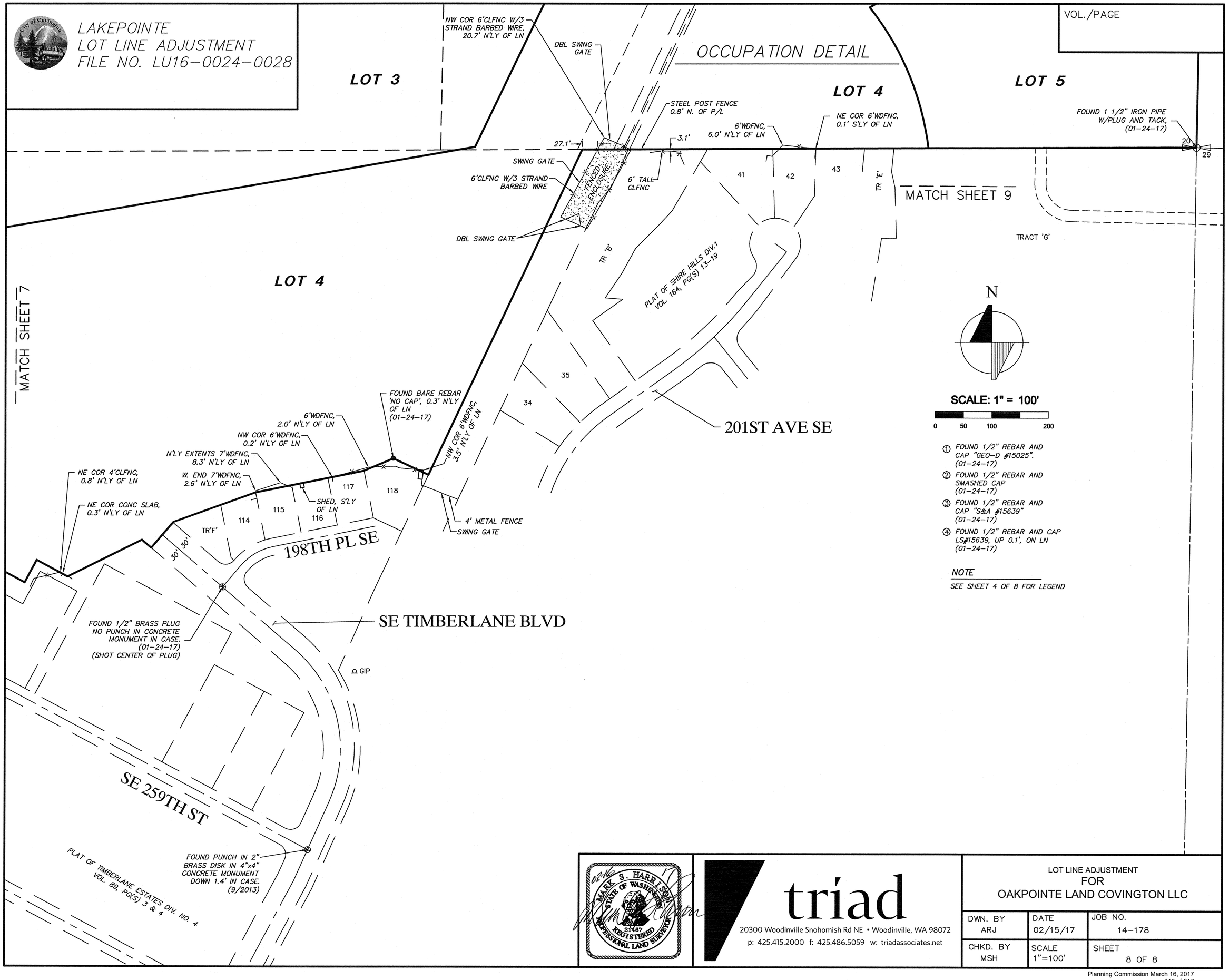

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Attachment 4

(Draft) Subarea Design Standards Exhibit P of the Development Agreement

EXHIBIT P

LAKEPOINTE URBAN VILLAGE SUBAREA DESIGN STANDARDS

("SUBAREA DESIGN STANDARDS")

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The following design review standards shall be applied to development within the Subarea in addition to the design review standards included in CMC Title 18 (Exhibit B of the Lakepointe Urban Village Development Agreement). In the instance where there is a conflict between the provisions of this Agreement and the CMC regarding design review standards, the most restrictive standard shall apply. When a standard uses the word "shall," the standard is mandatory. When a standard uses the word "should," the standard is mandatory unless the applicant can demonstrate, to the satisfaction of the Designated Official, an equal or better means of satisfying the standard and objective. All development in the Lakepointe Urban Village shall provide and incorporate the following elements to attract the interest of residents, shoppers and workers.

1. **Subarea Design.** Subarea design strategies should create or enhance natural features or systems that can be incorporated into the site design. For example, consideration should be given to landscaped bio-retention cells that are aesthetically pleasing, that would emphasize natural features and creates a pedestrian friendly environment by providing landscape designed features or areas of interest and provide separation between pedestrians and traffic.

1.1. Underground Utilities**.** All development within the Lakepointe Urban Village shall provide for the undergrounding of utility facilities (e.g. control boxes, cable television, data network, electrical, telephone, and similar distribution lines providing direct service to the site) in accordance with the City's Design and Construction Standards. Necessary above ground facilities that have demonstrated they cannot be located underground or in an adjacent building (e.g. meters, transformers, telephone risers, signal control boxes, etc.) should be located to minimize their appearance and be integrate into the streetscape and landscaping. Artwork and/or landscape elements should be utilized to screen utility facilities that demonstrate they cannot be placed underground.

1.2. Transit Facilities**.** Transit Facilities for both public and private providers should be integrated into the design of the Lakepointe Urban Village, including bus parking/loading space, pullouts and shelters and facilities for transit users. Plans should be coordinated with public and private transit providers to maximize the interface with community wide and regional transit systems.

1.3. Pedestrian Circulation/Wayfinding and Street Crossings.

1.3.1. Mid-Block Pedestrian Street Crossing. Pedestrian crossings, may be provided if warranted, at mid-block of a street and should be provided through one or more of the following, subject to the Designated Officials approval:

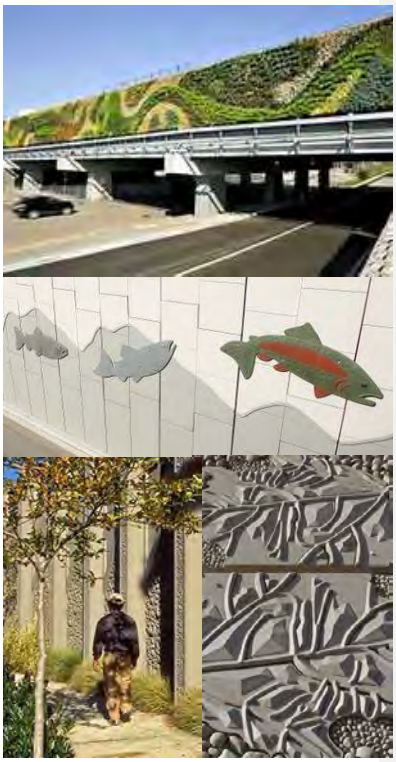
1.3.1.1. Curb bulb-out to reduce the distance traveled in the street

1.3.1.2. Special paving color/texture/composition to visually accent the crossing

1.3.1.3. Advanced warning sign(s) to drivers of upcoming crossing

1.3.1.4. Pedestrian level lighting

1.3.2. Connecting Pedestrian Access Routes. A complete network of clearly defined pedestrian walkways should be provided connecting internal site walkways to uses within the site and to the larger street network and trail system in a safe and comfortable manner. Links to the open space and surrounding walkways and trails shall be provided. Pedestrian scale lighting, directional signage, plantings, benches and other similar facilities shall be provided as appropriate to further define the pedestrian space. Walkways shall be at an appropriate width to accommodate the intended user(s).



1.4. Overcrossings and Underpasses. Overcrossings and underpasses shall be designed to incorporate artwork and decorative features visible on approaches from the roadway, trail and sidewalk. An artist familiar with integrating art in to large infrastructure projects should be an integral part of the design team for design of any overcrossings or underpasses.

1.5. Decorative Retaining Walls. Any retaining walls constructed within the subarea that are visible from a street, sidewalk, trail, park or public gathering area shall be a decorative retaining wall. An artist familiar with integrating art in to large infrastructure projects should be an integral part of the design team for the retaining wall. The aesthetic treatment of retaining walls may involve items such as:

- Form liners to produce interesting and various surface finishes.
- Durable paints, stain, or colored concrete to color surfaces.
- Various wall geometrics to accommodate landscaping and any irrigation.

2. **Compatibility with Existing Residential Development along the Subarea's Southern Boundary.** Surrounding vegetation, topography, street patterns, parking configuration, lighting and building massing should be designed in order to result in a compatible fit between the proposed development and existing residential development abutting the southern border of the subarea.

2.1. Green Buffer. The existing vegetation and natural topography along the southern boundary shall be retained as follows:

2.1.1. Proposed commercial uses within the subarea adjacent to existing residential uses – minimum 70 feet wide green buffer.

2.1.2. Proposed residential uses of higher density within the subarea adjacent to existing single family residential – minimum 50-foot wide green buffer.

2.1.3. Proposed residential of similar density to existing single family residential (adjacent to the Maple Hills project)– 0'- no green buffer is required (e.g. the Maple Hills

subdivision). Shire Hills Subdivision will abut an area within the subarea that will be maintained as critical area and/or native open space/tree tracts, so no additional buffer is necessary.

2.1.4. Trails and necessary utilities and construction of the Covington Connector and 191st Place SE extension shall be permitted within the existing vegetation and green buffer along the southern border.

2.2. Surface Parking Lots. Surface parking lots shall be screened from ~~from trails and sidewalks, and~~ ground level views of an abutting residential district of a lower intensity. If surface parking is located within 10 feet of a trail or sidewalk it should be screened. Screening may be accomplished by berms, hedges, all-season plantings, walls or combinations thereof. Surface parking lots should be located away from adjacent residential properties where possible.

2.3. Refuse Loading and Collection Areas. Loading and refuse collection areas should be on the side of a building facing away from an abutting residential district of a lower intensity, but not in a front yard setback, or visible from a public right of way.

3. Subarea Building Design.

3.1. Consistency. ~~Consistent building proportions, design details and high quality materials should be used on all sides of the structure to ensure a "four-sided" quality to the entire building and throughout all of the subarea development.~~ Consistent building proportions, design details and high quality materials should be used on all sides of the structure to ensure a "four-sided" quality to the entire building and throughout all of the subarea development.

3.2. Visual Interest. Building facades should be designed with a variety of architectural elements that suggest the buildings' use and how it relates to other development in the specific focus area. Building facades should provide visual interest to pedestrians. Special care should be given to landscaping, mass and roof forms of buildings to provide visual interest. Street level windows, building setbacks, on-street entrances, landscaping and articulated walls shall be implemented in the building design. Upper-story features shall be included that improve the relationship between the upper stories and the street, while reducing the apparent bulk of buildings and to maintain a pedestrian scale. Architectural features and other amenities should be used to highlight buildings, site features and entries and add visual interest.

3.3. Transparency. Mixed-use and commercial building frontages shall include windows or roll up doors with clear vision, non-reflective glass that allows views of indoor commercial space or product display area, on at least 60% of the area between two and twelve feet above grade for all ground floor building facades that are visible from an adjacent street. Display areas should be a minimum of sixteen inches in depth to allow for changeable displays. Tack

Commented [CL1]: The context of this section is "Compatibility with Existing Residential Development along the Subarea's Southern Boundary" It should not apply to trails and sidewalks that are not existing. Further in some cases, the trail may be 10 feet or more above the elevation of parking which would require extremely tall landscaping to essentially wall in the parking areas.

Commented [A2R1]: Staff does not agree with this proposed edit. If there are no sidewalks or trails, then it won't apply but we are not doing site plan review at this point.
Recommends the following: "

Surface parking lots shall be screened from ground level views of an abutting residential district of a lower intensity. If surface parking is located within 10 feet of a trail or sidewalk it should be screened. Screening may be accomplished with berms, hedges, all-season plantings, walls or combinations thereof."

Commented [A3]: Staff does not agree with this portion of the proposed deletion of this language. All sides of the building should be considered in the building design. This is a standard applied in our TC design standards that staff feels is appropriate to incorporate in the Lakepointe UV Subarea.

on display cases shall not qualify as transparent window area. Windows into parking garage space shall not qualify as part of the transparency requirement. If windows are not appropriate, decorative art (such as noncommercial murals or relief sculpture), significant architectural detailing, or wall-covering landscaping may be used, as approved by the Designated Official.

3.4. Prominent Entrances. Primary entrances shall be marked by landscaping and/or architectural elements such as canopies, ornamental lighting fixtures and/or fixed seating that offer visual prominence. Residential uses in the RCMU, MR and R-12 zoning districts should incorporate a porch or stoop as a transition between the sidewalk and entry if direct access is provided to the unit from the sidewalk.

3.4.1. Ground floor residential units. Ground floor residential uses in the RCMU and MR zoning districts fronting on a street should be designed to comply with all of the following elements:

3.4.1.1. The finished floor of the ground floor residential units of a mixed-use or multifamily building fronting on a street shall be elevated so the finished floor of the ground floor residential unit is at least 2 feet above sidewalk grade to provide additional privacy for the residences at the street level-.

3.4.1.2. The finished floor of the ground floor unit if designated for ADA (Americans with Disabilities Act) accessibility may have a front door at the same grade as the street sidewalk.

3.5. Single-Family Residential Design Elements

3.5.1. Diminished Garages on Detached Single Family Residential Units**.** To avoid lengthy, monotonous rows of single family residential development where the garages are the predominant facade feature, the following should be considered:

3.5.1.1. Recess garage doors a minimum of three (3) feet back from the front porch or front living area of the home,

3.5.1.2. Cantilever the second story living space over the garage,

3.5.1.3. On three-car garages, provide one double door and one single door with either of the two recessed two feet (2) from the other,

3.5.1.4. Integrate color of garage door with the color scheme of the house, utilizing either the main body color or accent color,

3.5.1.5. Provide windows in the garage door, and

3.5.1.6. Provide a trellis or other architectural element above the garage door

that projects a minimum 18 inches from the body of the mainstructure.

3.5.2. Townhouse development standards**.** For the purposes of these design standards "Townhouse" is defined as a single family dwelling unit in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Townhouse design, style, scale and aesthetics shall blend with the subarea development. Townhouse development should respond to the topography of the site and to break up the bulk and scale of what otherwise would be a large rectangular building. There shall be no repetitive side-by-side development of buildings without changes to color, window treatments and~~or~~ other architectural treatments to differentiate each unit. Townhouse development shall incorporate varying types and styles to make for a pleasant streetscape experience. ~~Townhouse designs with integral front garages, or front-yard parking is discouraged~~. Townhouse designs with integral front garages, or front-yard parking is discouraged

3.5.2.1. Townhouse Design.

3.5.2.1.1. *Townhouse Repetition with Variety.* Townhouse developments sh~~ould~~all employ one or more of the following "repetition with variety" guidelines:

3.5.2.1.1.1. Reversing the elevation of two out of four dwellings for townhouses;

3.5.2.1.1.2. Providing different building elevations for external townhouse units (versus internal units) by changing the roofline, articulation, windows, and/or building modulation patterns;

3.5.2.1.1.3. Adding a different dwelling design or different scale of the same design, such as incorporating a two-story version of the basic dwelling design where three stories are typical; and/or

3.5.2.1.1.4. Other design treatments that add variety or provide special visual interest. While the variable use of color on buildings can be effective in reducing the perceived scale of the building and adding visual interest, color changes alone are not sufficient to meet the intent of the guidelines.

3.5.2.2. *Entries.* Townhouses fronting on a street must all have individual ground-related entries accessible from the street. Configurations where enclosed rear yards back up to a street are prohibited;

3.5.2.2.1. Separate covered entries a minimum of three feet deep are encouraged for all dwelling units;

Commented [CL4]: The townhomes anticipated off 191st Street need to have direct access with front garages. Your code also does not permit more than two units access off an access tract so not sure how we comply elsewhere.

Commented [A5R4]: This is not a requirement as written. Staff would like this language to remain. City Design and Construction standards do permit alleys with a 24' min. width to provide access to up to 20 units.

Commented [A6]: Staff wants this to remain as a "shall" only one has to be used and flexibility is provided by the last guideline

3.5.2.2.2. For sites without alleys or other rear vehicular access, buildings must emphasize individual pedestrian entrances over private garages to the extent possible by using the following measures:

3.5.2.2.3. Enhance entries with a trellis, small porch, or other architectural features that provide cover for a person entering the unit and a transitional space between outside and inside the dwelling; and

3.5.2.2.4. Provide a planted area in front of each pedestrian entry of at least twenty square feet in area. Provide a combination of shrubs or ground cover and a street tree; and

3.5.2.3. Garages and Driveways.

3.5.2.3.1. Townhouse garage or off-street parking is preferred to be accessed from rear alleys where practical.

3.5.2.3.2. A driveway width (including a walkway leading to the front door) restricted to 10 feet for access to a single car or tandem garage in the front wall of the townhouse

3.5.2.4. Internal Drive Aisle Standards.

3.5.2.4.1. Must meet minimum fire code widths;

3.5.2.4.2. Minimum building separation along uncovered internal drive aisles shall be twenty-five feet. The purpose is to provide adequate vehicular turning radius, allow for landscaping elements on at least one side, and provide adequate light and air on both sides of the dwelling units and drive aisles, which often function as usable open space for residents; and

3.5.2.4.3. Upper level building projections over drive aisles are limited to three feet.

3.6. Building Materials**.** Consistent with CMC 18.35.310(g) the use of sustainably harvested, salvaged, and recycled or reused products is encouraged.

3.6.1. Metal Siding Standards. Metal siding, is discouraged, but may be used if it is incorporated with other permitted materials and it complies with the following:

3.6.1.1. It features visible corner molding, trim and does not extend lower than grade unless the material is at least as durable as masonry, concrete, or other durable material; and

3.6.1.2. Metal siding shall be factory finished, with a matte, nonreflective surface unless it is Corten Steel.

3.6.2. Concrete Block Standards. Concrete block is discouraged but may be used if it is incorporated with other permitted materials and it complies with the following:

3.6.2.1. When used for the primary facade, buildings must incorporate a combination of textures and/or colors to add visual interest. For example, combining split or rock-facade units with smooth blocks can create distinctive patterns.

3.6.3. Standards for Stucco or Other Similar Troweled Finishes. Such material/finishes, are discouraged but may be used if it is incorporated with other permitted materials and it complies with the following:

3.6.3.1. Stucco and similar troweled finishes (including exterior insulation and finish system or "EIFS") must be trimmed in wood, masonry, or other material. Departures to this standard will be considered by the city provided design treatments are included to enhance the visual character of the building at all observable scales;

3.6.3.2. Horizontal surfaces exposed to the weather must be avoided; and

3.6.3.3. Stucco, EIFS, and similar surfaces should not extend below two feet above the ground plane unless the material is at least as durable as concrete, masonry, or other durable material .

~~3.7.~~ Minimum Building Height. One-story structures located adjacent to the public right of way in the RCMU and MR zoning districts shall be a minimum of 15 feet.

3.8. Facade Elements. All facades of multifamily, commercial and mixed-use buildings shall be designed to be pedestrian friendly through the inclusion of at least ~~six (6)~~ three (3) six (6) of the following elements:

Commented [A7]: Staff does not agree with this reduction from 6 to 3 elements. Similar requirements are required in the TC these elements are not hard to incorporate into the façade of a building.

3.8.1. Kick plates for storefront windows,
3.8.2. Transom windows,
3.8.3. Roll-up windows/doors,
3.8.4. Recessed entry, with decorative door, landscaped trellises or other decorative element that incorporates landscaping near the building entry,
3.8.5. Projecting window sills,
3.8.6. Exterior lighting sconces,
3.8.7. Containers for seasonal plantings,
3.8.8. Window box planters,
3.8.9. Benches and seat walls along 15% of the length of the façade,
3.8.10. Decorative paving in the sidewalk,
3.8.11. Decorative brick, tile or stone work on the ground floor façade,
3.8.12. 3rd story setback- building areas stepped back above the third story to reduce apparent bulk. The setback area should be a usable and accessible space such as a terrace for outdoor seating, gardening etc., or
3.8.13. A feature not on the list that meets the intent and is approved by the Designated Official. ~~or Project Architect.~~

Commented [A8]: This proposed addition is not accepted by city staff. Approval by the Master Developers Architect is not an acceptable substitute for the City's designated official.

3.9. Window Design. Multi-family, Commercial and Mixed-Use buildings should employ techniques to recess or project individual windows above the ground floor from the

facade or incorporate window trim that features color that contrasts with the base building color. Departures will be considered by the Designated Official where buildings employ other distinctive window or facade treatment that adds a sense of depth to the facade and/or visual interest to the building.

3.10. Blank Walls. Blank walls should be avoided. Building details and proportions on all sides should be addressed with design details to ensure a "four-sided" quality to the entire building including upper-story features that improve the relationship between the upper stories and the street. Any blank commercial, mixed-use or multifamily wall shall incorporate at least ~~six (6)~~ ~~three (3)~~ six (6) of the following features:

Commented [A9]: Staff does not agree with the proposed reduction from 6 to 3 elements.

3.10.1. An architectural plinth (a stone or masonry base at least ~~36"~~ 24" high);

3.10.2. Belt course(s) of masonry or other element consistent with the structure architecture;

~~3.10.3.~~ A Green wall (For the purposes of this subsection, a "Green Wall" is defined as a vertical trellis or cable/ wire net systems installed as part of the building envelope system where climbing plants or cascading groundcovers are trained to cover these specially designed supporting structures (also commonly referred to as biowalls, vertical gardens, modular living walls). A Green Wall should be located in association with a raised planter at least 2 feet high and 3 feet wide integrated into the building design. Any structure proposing a green wall shall indicate its structural integrity can support the additional load of the proposed landscaping. A Green Wall shall be planted with climbing vines or plant materials sufficient to obscure or screen at least 60% of the wall surface within 3 years. ~~The use of this element will require the developer to post a 3-year bond to ensure that the planting meets the intent of the design guideline~~ The use of this element will require the developer to post a 3-year bond to ensure that the planting meets the intent of the design guideline.;

Commented [A10]: Staff does not agree with this proposed deletion. 3 year bonds for landscaping is what we use in other areas of the city.

3.10.4. Distinct breaks along the wall with recesses at least 4 feet wide and 2 feet deep, must use a variety of surfaces; monotonous designs will not meet the intent of this feature;

3.10.5. Overhanging roof;

3.10.6. Decorative tile work;

3.10.7. Accent lighting;

3.10.8. Artwork that does not contain a commercial message;

3.10.9. Landscape planting bed at least 5 feet wide, or raised planter bed at least 2 feet high and three feet wide (interior width), in front of the wall. Such planting areas shall include plant materials sufficient to obscure or screen at least 60% of the wall surface within 3 years. The applicant shall utilize plant materials that complement the natural character of the Pacific Northwest; are adaptable to the climatic, topographic, and

hydrologic characteristics of the site; should include native species and should be a mix of landscaping that provides visual interest year round;

3.10.10. Seating (benches or ledges);

3.10.11. Special building detailing that adds visual interest at a pedestrian scale. Such detailing must use a variety of surfaces; monotonous designs will not meet the intent of this feature; or

3.10.12. A feature not on the list that meets the intent, as approved by the Designated Official ~~or Project Architect~~.

Commented [A11]: This proposed addition is not accepted by city staff. Approval by the Master Developers Project Architect is not an acceptable substitute for the City's designated official.

3.11. Roof and Rooftop design

3.11.1. Rooftop Landscaping/ Greenroofs. Rooftop Landscaping and Green Roofs shall be permitted primarily on commercial and multi-family structures and may include a roof-top garden in raised planter beds and/or standalone pots or a green roof system also called an eco-roof, is a light-weight, vegetated roof over a protective root barrier and roof membrane. All rooftop landscaping shall be designed, irrigated and maintained in accordance with the city's adopted stormwater manual. Any structure proposing rooftop landscaping or green roofs shall indicate its structural integrity can support the additional load of the proposed landscaping.

3.11.2. Rooftop solar installations. Solar panels shall be permitted on all structures. However, the placement and design of the solar panels shall be reviewed and approved by the master development's Architectural Review Committee prior to installation. All solar installations should be designed to integrate into the building form. Solar panels shall be located as to not cause substantial glare for adjacent structures.

3.11.3. Screening of mechanical and communication equipment. Any utility, elevator, or mechanical equipment on the roof shall be screened from public view in such a manner that they are not clearly visible from public streets, sidewalks, parks, trails, open space, gathering spaces, or adjacent residential areas. For rooftop equipment, the screening materials shall be at a height to properly screen the mechanical equipment. Mechanical equipment requiring screening includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, ductwork, meters, utility boxes and transformers.

3.12. Drive-Through Facilities. Drive-through facilities shall only be allowed in the RCMU zoning district north of the Covington Connector. In addition to the requirements of CMC 18.50.080, Stacking spaces and restrictions for drive-through facilities, the following standards shall apply.

3.12.1. All stacking lanes must be clearly identified, through the use of means such as striping, landscaping, and signs;

3.12.2. The proposed parking and circulation plan for a drive through facility shall provide adequate area for safe queuing and maneuvering of vehicles, not block parking spaces, and the site design shall provide adequate buffering of the use from adjoining land uses; and

3.12.3. The proposed location of the drive-through facility may not result in adverse impacts

upon the vicinity after giving consideration to traffic impacts on adjacent right-of-way, a litter clean-up plan, the hours of operation, and the site plan.

4. Surface Parking Lots and Parking Structures**.**

4.1. Surface Parking Lots**.** Surface parking lots shall be landscaped to reduce and break up large areas of asphalt and paving. The landscape design shall incorporate low impact development techniques to manage runoff from parking lot pavement.

A ratio of one tree for every six parking spaces shall be provided throughout any surface parking lot. Of the total number of trees required, 50 percent shall be a minimum of 3 caliper inch, and 50 percent shall be a minimum of 2 caliper inch as measured in compliance with the American Standard for Nursery Stock. Plant a mixture of evergreen and deciduous shrubs and groundcovers for year-round greenery. Select types of trees, such as sapless trees, that do not impact parked cars.

Planting areas for trees required within the parking rows of a surface parking lot shall be achieved by one of the following:

4.1.1. A continuous landscape strip, a minimum of four feet wide (interior dimension), between rows of parking spaces, or

4.1.2. Tree wells, eight feet wide, resulting from the conversion of two opposing full sized spaces to compact spaces, or

4.1.3. Tree wells, at least five feet square, placed diagonally between standard or compact spaces, or

4.1.4. A design or layout that incorporates innovative drainage control measures such as swales or treatment island or pervious pavements, not on the list that meets the intent, as approved by the Designated Official.

4.2. Exterior Parking Landscape Screening. Where practical, all grade-level parking (including parking structures and ramps) shall be separated from the street and ~~obscured~~ from pedestrian view from a ~~by~~sidewalk by a minimum of 10 feet wide landscaping and may include landscape elements such as planted berm, decorative masonry wall, all-season landscaping at least 3- feet in height and a minimum of 24 inches in width, or other comparable plantings or screening methods approved by the Designated Official.

4.3. Surface Parking Lot Pedestrian Walkway Design**.** Pedestrian walkways should be provided through all parking lots with more than 24~~2500~~ stalls. Establish a direct and continuous pedestrian network within and adjacent to parking lots to connect building entrances, parking spaces, public sidewalks, transit stops and other pedestrian destinations. Integrate landscaping, bicycle parking, shopping cart corrals, lighting, pedestrian amenities, public art, and other applicable site elements into the design and layout of the parking lot to delineate safe and comfortable pedestrian circulation within the site. Provide at least one pedestrian route between the main building and the public

Commented [A12]: Suggested edits to address Oakpointe's concerns

Commented [CL13]: We originally had 250 stalls and suggest going back to that standard. We have a number of small parking areas that are just too small to require a dedicated walkway

Commented [A14R13]: A parking lot of 250 parking spaces is too large before requiring a walkway be provided for pedestrians. A parking area of 20-24 or more should have provisions for pedestrian walkways which could be incorporated into required landscaping elements.

sidewalk that minimizes interruption by surface parking and driveways. Parking lot design and layout should take in to consideration the following:

4.3.1. Design pedestrian pathways for safe travel through the parking lot between buildings and public spaces.
4.3.2. The width, number and orientation of pedestrian routes should match the anticipated flow of pedestrian traffic through the site.
4.3.3. Consider the space requirements for equipment related to parking lot use, such as shopping carts, strollers and mobility aids, when planning the width and location of pedestrian routes.
4.3.4. Install raised concrete pavement, subject to fire department review and approval, where pedestrian walkways traverse between parking stall and/or is adjacent to vehicular circulation. Incorporate decorative paving or a change in paving material/color to emphasize edges, pedestrian routes and crossings, entrances, loading areas and other special features within the parking lot.
4.3.5. Amenities such as seating, lighting, and planters should be provided to encourage pedestrian circulation. Provide pedestrian-scaled lighting, such as bollards or lower-scale pole fixtures along pedestrian routes.

4.3.6. Parking lot lighting fixtures should be designed and shielded to confine emitted light to the parking area. The height of the light fixtures within parking lots should not exceed 16 feet.

~~4.4. Wheelstops. All parking areas must be constructed so that the car wheels are kept at least two feet from pedestrian and landscape areas.~~ Wheelstops. All parking areas must be constructed so that the car wheels are kept at least two feet from pedestrian and landscape areas.

Commented [CL15]: Wheel stops make it very difficult to property clean parking lots. I would prefer this not be a requirement and that we ensure landscaping is appropriately designed to not cause problems. A quick search on Google Earth looks like most of the new developments in Covington did not require wheel stops.

Commented [A16R15]: Wheel stops preserve landscaping and protect vehicle over hangs in to walkway areas. Staff feels this is an important element to retain in these design standards.

~~4.5.~~4.4. Multi-Purpose Parking Lot Areas. Surface parking areas can provide parking as well as public gathering areas, such as places for special neighborhood functions (markets, gatherings), cultural events (outdoor theater, music), and recreational activities. Examples of elements for public gathering areas include: special surface treatments, art, fountains and seating, locations for removable bollards or other elements to restrict automobile access to public spaces when not used for parking. Use lighting to create a safe environment while minimizing glare onto adjacent properties and sidewalks. Surface parking areas in the RCMU and MR zones should incorporate these elements within surface parking areas to facilitate this multi-purpose use.

~~4.6.~~4.5. Parking Structure Design. Exterior elevations of any portion of a parking structure above grade shall incorporate design components and materials utilized and compatible with the primary building(s).

~~4.6.1.~~4.5.1. Design parking structure facades with architectural elements of appropriate proportions and high quality materials that are compatible with the streetscape and nearby buildings.

~~4.6.2.~~4.5.2. The facade should be designed to visually screen cars.

~~4.6.3.~~4.5.3. Design entries to be clearly visible and accessible. Building and circulation design shall direct pedestrians towards the pedestrian entrances and minimize the dominance of the vehicular entrance.

~~4.6.4.~~4.5.4. W~~here appropriate, w~~Wrap the ground level of parking structures with retail or other activity generating uses, when visible from a city street . Retail or other activity generating uses should be incorporated at the ground level of the parking structure, where appropriate. If less than 50% of the street frontage is wrapped with retail oriented facades, additional landscaping area shall be provided in that location to create a separation from the pedestrian use and the function of structured parking.

~~4.6.5.~~4.5.5. Minimize the visual monotony of repetitive structural elements at ground level by varying the facade treatments from bay to bay, integrating green walls, and/or incorporating landscaping along long undifferentiated expanses of wall.

~~4.6.6.~~4.5.6. Parking structure walls facing residential buildings or residential zoning districts should minimize openings to avoid noise and light impacts.

~~4.6.7.~~4.5.7. Landscaping, such as trees and shrubs, and pedestrian elements, such as benches and tables, should be incorporated around the perimeter of parking structures when appropriate.

~~4.6.8.~~4.5.8. Parking structures shall include a high level of architectural detail at the pedestrian level. Architectural details may include elements such as trellises, awnings, planters, and landscaping, or street furnishings. (See facade and blank wall element requirements

~~4.6.9.~~4.5.9. ~~Where appropriate, c~~Clearly delineate a distinct base, middle, and top for the parking structures. The upper levels of the building should appear to have less visual weight than those at street level.

5. **Storage, Service & Truck Loading Areas and Mechanical Equipment.** Any storage, service and truck loading areas, elevator and mechanical equipment on the ground, walls or roof shall be screened from public view in such a manner that they are not clearly visible from public streets, sidewalks, parks, trails, open space, gathering spaces, or adjacent residential areas (Highway 18 excluded).

   5.1. Consideration shall be given to development of common service courts in the interior of blocks.

   5.2. Service areas should accommodate loading, solid waste, recycling facilities, storage areas,

utility cabinets, utility meters, transformers etc.

5.3. Service areas shall be located and designed for easy access by service vehicles and for convenient access by each tenant.

5.4. Any emission of noise, vapor, heat or fumes shall be mitigated.

5.5. Loading activities shall be concentrated and located where they will not create a nuisance for adjacent uses.

5.6. Loading docks and other services areas shall include roofs or overhead protections to appropriately meet required stormwater standards. Drainage shall be designed to meet applicable NPDES standards.

5.7. Exterior mechanical equipment, except solar collectors, shall be screened from view on all sides by architectural features that are compatible in color and design with the primary structure. Mechanical equipment requiring screening includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, ductwork, meters, utility boxes and transformers.

6. Garbage, Recyclables and Compostable Collection Enclosures.

6.1. Fully Enclosed. Garbage, recyclables and compostable collection areas shall be fully enclosed, including a roof as required in subsection 64.3, such that they are screened from public view.

6.2. Materials & Design. The enclosure shall be constructed of durable and high quality materials, and shall be compatible and consistent in design with the structure to which it is associated. Enclosure areas should be constructed on a concrete pad, for longevity and safety of handlers. Gravel, packed dirt and rutted asphalt are not allowed. The property owner is responsible for regular maintenance of the enclosure and containers and keeping the enclosure fully functional and clean. Drainage shall be designed to meet applicable National Pollutant Discharge Elimination System (NPDES) standards.

6.3. Roof. All garbage, recyclable and composting area enclosures that are not located inside a building shall have roofs to prevent contaminants from washing into the storm drain system. The lowest part of the ceiling cannot be lower than nine (9) feet high. The roof should not overhang the front gate so that garbage trucks can access the bins.

6.4. Height. All enclosures shall have walls a minimum height of six (6) feet.

6.5. Gates. Gates on the enclosure shall be self-closing and constructed of durable material and match the enclosure. Gates should be positioned to swing clear of the enclosure's front width. Gate pins should be installed to hold gates open for integrity and safety.

6.6. Layout and Location. Enclosures shall be located in an area not visible from public streets. Consideration shall be given to developing common service courts at the interior of blocks. Enclosures shall be designed to provide adequate space for collecting and storing solid waste and recyclable materials, including mixed recycling, separate cardboard, yard waste and food waste/organics (when appropriate). All solid waste, recycling and composting enclosures shall be designed to provide for adequate capacity, based on the volume and tonnage generated by the development activity as estimated by the Designated Official. Loading and refuse collection areas should be on the side of a building facing away from an abutting residential district of a lower intensity, but not in a front yard setback, or visible from a public rights of way.

6.7. Landscape screening. In instances where the enclosure is visible from public spaces, a minimum three (3) foot wide landscape strip running the length of the three (3) non-gated enclosure walls shall be provided to allow for vines or large shrubs to shield the walls and discourage graffiti.

6.8. Detached Single-family house and Townhouse. Refuse and recycling containers will be located within each individual unit of a single-family house or townhouse or screened by a fence or an enclosure meeting all setback requirements in order to reduce visual impact.

7. **Landscape Design.** Consistent applicable standards provided CMC Title 18, all planted areas shall include climate-appropriate, all-season landscaping to frame and soften structures, to define site functions, to enhance the quality of the environment, to screen undesirable views and to create identity. Trees and landscaping shall be incorporated into the site design in order to soften and screen the visual impact of hard surfaces such as parking lots, service areas, walls, pedestrian walkways, public rights-of-way, sidewalks and gathering places. Outdoor furniture and fixtures shall be compatible with the project architecture and should be carefully considered as integral elements of the landscape. Whenever possible development should include seating areas and be enhanced by such features as trees and flower displays, fountains, art and open spaces.

7.1. Maintenance. All landscaping shall be maintained, as approved, in good condition for the life of the development. Maintenance shall include regular watering, pruning, mowing, clearance of trash, debris and weeds, removal and replacement of dead plants and repair and replacement of irrigation systems. Damaged branches shall be removed, and overgrown areas shall be thinned by the selective removal of unnecessary plants.

7.2. Amount and Location. The amount and location of landscaping should complement the design of the development. As a guideline, approximately one square foot of landscape space should be provided for every 100 square feet of gross building floor area. Landscaping shall be selected, placed, and of a scale that relates to adjacent structures and be of appropriate size at maturity to accomplish its intended purpose.

7.3. Building Entries. Building entries should be emphasized with special landscaping and/or paving in combination with lighting.

7.4. Building Facades. Building facade modulation and setbacks should include features such as courtyards, fountains or landscaping.

7.5. Continuity. Landscaping should provide design continuity between the neighboring properties.

7.6. Suitable Plant Species. Indigenous, drought tolerant or plant species proven adaptable to the local climate shall be used. The use of turf should be limited in any required landscaped planter areas.

7.7. Irrigation. Any landscaped area irrigated with a system consisting of waterlines, sprinklers should be designed to provide head to head coverage and to minimize overspray onto structures, walks and windows. Water conserving types of irrigation systems shall be used.

7.8. Mulch**.** Organic mulch should be applied to the soil surface of landscaped areas for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

7.9. Soil quality, depth, and volume. Healthy soils improve plant survival, reduce irrigation demand, and minimize the need for fertilizer and other chemical applications. All new planting areas or areas disturbed during construction must be amended with a minimum of 3" of compost incorporated to a soil depth of 8", and 3" of mulch must be applied to planting beds. These requirements may be modified based on the recommendations of certified landscape architect for plant survivability.

7.10. Trees and Groundcover Maintenance.

7.10.1. Healthy and prominent trees should be preserved.

7.10.2. Trees planted near public curbs or in paved areas shall be installed in such a manner as to prevent physical damage to sidewalks, curbs, gutters, pavement and other public or private improvements.

7.10.3. Groundcover should be planted to have 100 percent groundcover in two three~~two~~ years.

7.10.4. Any tree cutting or pruning shall be consistent with current International Society of Arboriculture (ISA) best management practices guidelines. Tree maintenance shall be performed only by arborists or arborist trainees who, through related training or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture and the equipment used in such operations.

7.10.5. No more than 25% of the crown shall be removed within an annual growing season.

7.10.6. Branches shall be pruned at the branch collar or a lateral branch. Internodal pruning and leaving branch stubs are not permitted.

7.10.7. Flush cuts are not permitted (except for hedges designed to be flush cut).

7.10.8. Lions tailing is not permitted. Lions tailing is the improper practice of removing all or

Commented [CL17]: We will achieve a better overall plant density and survival rate with a three year grow in period.

Commented [A18R17]: Staff does not agree with this proposal to allow 100% in three years versus two.

most secondary and tertiary branches from the interior portion of the crown, leaving most live foliage at the edge of the canopy.

7.10.9. Topping is not an acceptable pruning practice and is prohibited. Topping is the reduction of tree's size using heading cuts that shorten limbs or branches to a predetermined crown limit.

Attachment 4

Comment Letters received during 21-day NOA comment period & Oakpointe's response

1. **Williams Pipeline**
2. **Donald Preiss**
3. **Charles Kronenwetter**
4. **King County Parks and Recreation**
5. **Muckleshoot Indian Tribe**

WILLIAMS NORTHWEST PIPELINE
22909 REDMOND FALL CITY RD
REDMOND, WA 98053

(425) 301-1068 MOBILE
CLAY.GUSTAVES@WILLIAMS.COM

January 3, 2017

RECEIVED
JAN 09 2017
CITY OF COVINGTON

Covington City Hall
Community Development Department
16720 SE 271st Street
Covington, WA 98042

Re: Lakepointe Urban Village Development

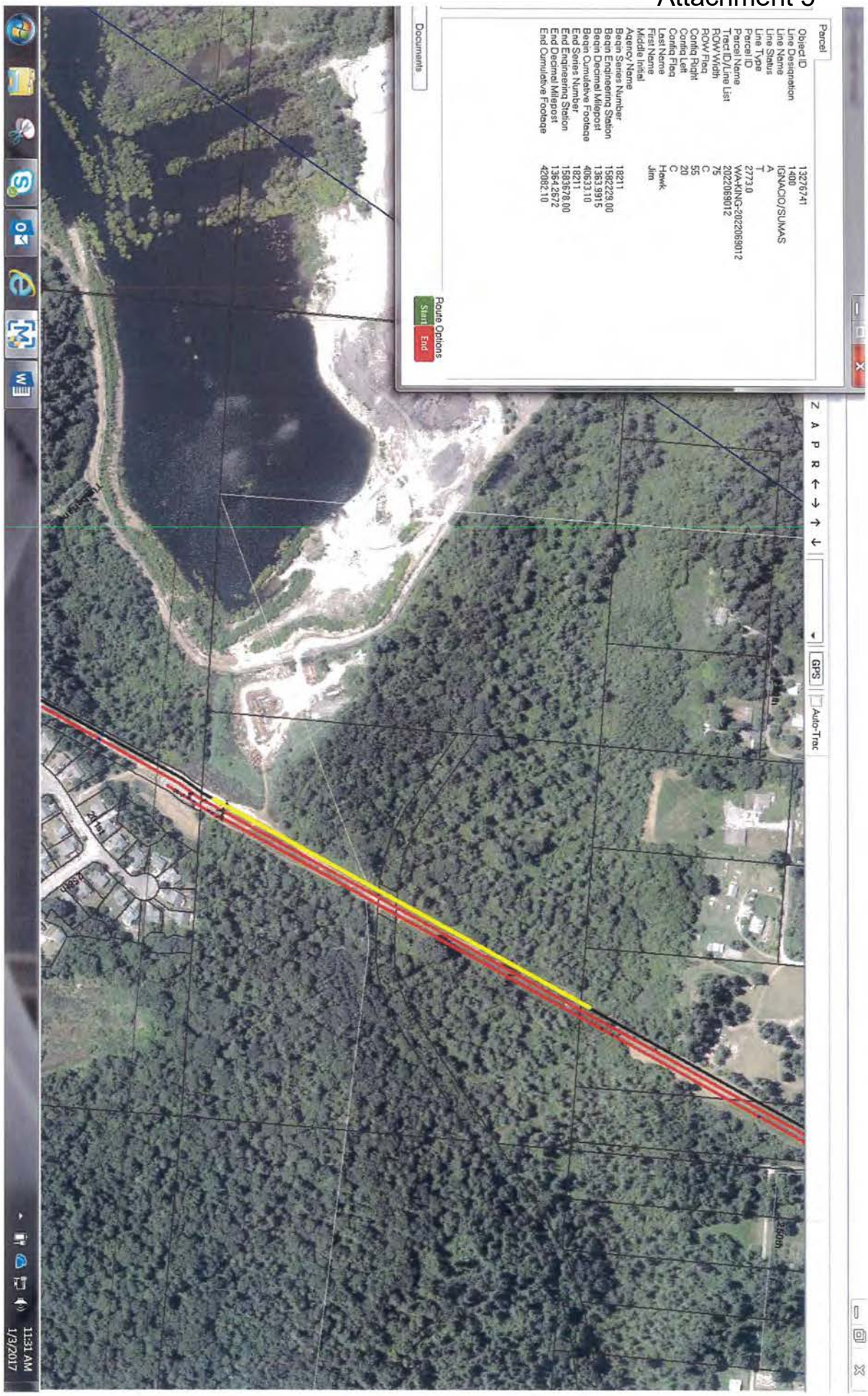
Dear Community Development Department:

Northwest Pipeline has received notice from Covington that Oakpointe LLC is planning a mixed use urban village development southeast of SR18 and 256th Street. Northwest maintains an exclusive 75-foot right of way, containing three high-pressure natural gas transmission pipelines, bisecting parcel 2022069012 as shown on the enclosed aerial photo. Any utility, road, grade change or any other encroachment activity whatsoever must receive written approval from Northwest Pipeline. I have also included a copy of our right of way agreement and developer's handbook for your information.

Please contact me if you need more information. I can be reached at 425-301-1068.

Sincerely,

Clay R. Gustaves
Senior Land Representative


Parcel
Object ID 13276741
Line Designation 1400
Line Name IGNACIO/SUMAS
Line Status A
Line Type T
Parcel ID 27730
Parcel Name WA-KING-2022069012
Tract ID/Line List 2022069012
ROW Width 75
ROW Flag C
Config Right 55
Config Left 20
Config Flag C
Last Name Hawk
First Name Jim
Middle Initial
Agency Name
Begin Series Number 18211
Begin Engineering Station 1582229.00
Begin Decimal Milepost 1363.9915
Begin Cumulative Footage 4063110
End Series Number 18211
End Engineering Station 1583678.00
End Decimal Milepost 1364.2672
End Cumulative Footage 42082.10
Route Options
Start
End
Documents
GPS
Auto-Trac
11:31 AM
1/3/2017

From: Colin Lund
To: clay.guataves@williams.com
Cc: Justin Wortman
Subject: Oakpointe Response to Williams Northwest Pipeline re: Lakepointe
Date: Monday, February 13, 2017 3:54:20 PM
Attachments: RE Crossing Pipeline in Covington with a Public Roadway.msg
01032017_WilliamsPipelineEasement.pdf

Mr. Gustaves,

The City of Covington forwarded to Oakpointe comments from the Williams Northwest Pipeline ("Williams") on the Lakepointe Development Agreement Notice of Application, which the City received via your letter dated January 3, 2017. Oakpointe provides the following response to Williams' comments:

Oakpointe is aware that Williams maintains an easement containing gas lines on the easterly portion of the Lakepointe site. It has also been anticipated that the central spine road, the Covington Connector, will need to be constructed across the pipelines. Exhibit A of the easement associated with the pipeline is a Construction Stipulation Agreement that provides:

1. Grantor retains the right to cross the Grantee's Pipeline Right of Way with utilities and roads subject to written permission by Northwest Pipeline Corporation. Permission shall be based upon Northwest Pipeline's Standard Encroachment Policies; said permission may not be unreasonably withheld.

Oakpointe staff met in the field with representatives from Williams' on April 28, 2015 and provided to Williams an engineering drawing on May 6, 2015 and again on July 27, 2015 indicating a proposed roadway alignment and associated grading. On April 18, 2016, Oakpointe received the following correspondence from Jared Kuhl (see attached):

> Justin,
>
> Thanks for checking in, I believe from our end we are good to go. When you guys are ready to start please have the supervisor onsite contact me so we can cover a few things.
>
> Thanks,
>
> Jared Kuhl
> Williams- Northwest pipeline
> Redmond District
> Operations Technician
> (425)-324-6992

As final engineering plans for the Covington Connector crossing become available, they will be forwarded to Williams seeking written permission per the terms of the Construction Stipulation Agreement.

Thank you for your comment.

Best regards,
Colin Lund

From: Kuhl, Jared
To: Justin Wortman
Subject: RE: Crossing Pipeline in Covington with a Public Roadway
Date: Monday, April 18, 2016 8:40:40 AM

Justin,

Thanks for checking in, I believe from our end we are good to go. When you guys are ready to start please have the supervisor onsite contact me so we can cover a few things.

Thanks,

Jared Kuhl
Williams- Northwest pipeline
Redmond District
Operations Technician
(425)-324-6992

-----Original Message-----
From: Justin Wortman [mailto:jwortman@oakpointe.com]
Sent: Thursday, April 14, 2016 8:52 AM
To: Kuhl, Jared <Jared.Kuhl@williams.com>
Subject: RE: Crossing Pipeline in Covington with a Public Roadway

Hey Jared,

I just wanted to touch base on our project in Covington and see where we are and if there's anything you need from us. Can you let me know when you have a chance?

Thanks,
Justin

-----Original Message-----
From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
Sent: Monday, July 27, 2015 9:17 AM
To: Justin Wortman <jwortman@oakpointe.com>
Subject: Re: Crossing Pipeline in Covington with a Public Roadway

Justin,
I didn't word it correctly. Basically I just need someone to hold accountable for the agreement(s) we make when the road crosses the pipelines. We wanna make sure we have access on the north side and we will need that road built off of the crossing. Stuff like that, shouldn't be to much I'll get it sent to my land agent and manager today.

Thanks,

Jared

Sent from my iPhone

> On Jul 27, 2015, at 9:12 AM, Justin Wortman <jwortman@oakpointe.com> wrote:
>
> Hey Jared,
>
> Sorry for the delay. I was out of town on Friday. I've attached another copy of the plans. I'll need to check with our in-house counsel about the party that's taking ownership of the road. It's going to be a state road, so I'm assuming we'll own the underlying property and give a right-of-way to the state, but it may be more complicated than that.
>
> Thanks,
> Justin
>
> -----Original Message-----
> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
> Sent: Friday, July 24, 2015 12:44 PM
> To: Justin Wortman
> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>
> Justin,
>
> Can you send me another copy of the prints? There will be a few request on our part (such as an access road built on the north side of the road) that will need to be agreed to in what we call a "level 2 encroachment agreement". I need the information of the party that's taking ownership of the road, so we can create a legal binding document of all the proposed work.
>
> Thanks,
>
> Jared Kuhl
> Williams- Northwest pipeline
> Redmond District
> Operations Technician
> (425)-324-6992
>
> -----Original Message-----
> From: Justin Wortman [mailto:jwortman@oakpointe.com]
> Sent: Wednesday, July 22, 2015 2:16 PM
> To: Kuhl, Jared
> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>
> Thanks, Jared. If there's anything we can do to help, just let me know.
>
> Thanks again,
> Justin
>
> -----Original Message-----
> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
> Sent: Wednesday, July 22, 2015 1:36 PM
> To: Justin Wortman

> Subject: Re: Crossing Pipeline in Covington with a Public Roadway
>
> Justin,
>
> Sorry for the delayed response. It looks like everything is good to go from an engineering standpoint. I need to complete some paperwork on my end to send to my manager and land agent then we should be good to go. We have been slammed with work this summer and are short handed so I'm trying to get this done as soon as possible. I'll be in touch soon
>
> Thanks,
>
> Jared
>
> Sent from my iPhone
>
>> On Jul 21, 2015, at 3:50 PM, Justin Wortman <jwortman@oakpointe.com> wrote:
>>
>> Jared,
>>
>> Just wanted to touch base to see if you've gotten any comments back on our proposed design.
>>
>> Let me know when you can.
>>
>> Thanks,
>> Justin
>>
>> -----Original Message-----
>> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
>> Sent: Wednesday, May 06, 2015 9:38 AM
>> To: Justin Wortman
>> Subject: Re: Crossing Pipeline in Covington with a Public Roadway
>>
>> Justin,
>>
>> Got it. I'll review, make any recommendations I see and pass it along to my manager and land agent.
>>
>> Thanks,
>>
>> Jared
>>
>> Sent from my iPhone
>>
>>> On May 6, 2015, at 9:01 AM, Justin Wortman <jwortman@oakpointe.com> wrote:
>>>
>>> Jared,
>>>
>>> Thanks for meeting with us on-site last week. I've attached an initial plan set from our engineer. This includes an overall grading plan for the site and several sections with conceptual utility crossings shown for your review.
>>>
>>> Let me know if you have any changes you'd like us to make.
>>>
>>> Thanks,
>>> Justin
>>>
>>> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
>>> Sent: Tuesday, April 28, 2015 1:07 PM
>>> To: Justin Wortman
>>> Subject: Re: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Justin,
>>>
>>> I'll be there. See you soon.
>>>
>>> Jared
>>>
>>> Sent from my iPhone
>>>
>>> On Apr 28, 2015, at 1:02 PM, Justin Wortman <jwortman@oakpointe.com<mailto:jwortman@oakpointe.com>> wrote:
>>> Jared,
>>>
>>> Just confirming that we're planning to meet you on-site at 2:00. There's a little office as soon as you come down into the site. We'll be in the parking lot there with our civil engineer.
>>>
>>> If anything comes up, please give me a call on my cell (202) 494-5098.
>>>
>>> Thanks,
>>> Justin
>>>
>>> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
>>> Sent: Friday, April 24, 2015 3:30 PM
>>> To: Justin Wortman
>>> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Justin,
>>>
>>> That will work for me.
>>>
>>> Thanks,
>>>
>>> Jared Kuhl
>>> Williams- Northwest pipeline
>>> Redmond District
>>> Operations Technician
>>> (425)-324-6992
>>>

>>> From: Justin Wortman [mailto:jwortman@oakpointe.com]
>>> Sent: Thursday, April 23, 2015 4:42 PM
>>> To: Kuhl, Jared
>>> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Jared,
>>>
>>> Would Tuesday afternoon work for you to meet on-site? Maybe around 2:00?
>>>
>>> I'll send you an Outlook invitation with the address if that works for you.
>>>
>>> Thanks,
>>> Justin
>>>
>>> From: Kuhl, Jared [mailto:Jared.Kuhl@williams.com]
>>> Sent: Thursday, April 23, 2015 3:20 PM
>>> To: Justin Wortman
>>> Subject: Re: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Sounds good. Thanks
>>>
>>> Sent from my iPhone
>>>
>>> On Apr 23, 2015, at 3:19 PM, Justin Wortman <jwortman@oakpointe.com<mailto:jwortman@oakpointe.com>> wrote:
>>> Great. Thanks.
>>>
>>> Jared, I've contacted our engineer to see what his availability is for next week. I'll circle back with you when I hear from him.
>>>
>>> From: Gustaves, Clay [mailto:Clay.Gustaves@Williams.com]
>>> Sent: Thursday, April 23, 2015 2:50 PM
>>> To: Justin Wortman
>>> Cc: Kuhl, Jared
>>> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Probably best to meet with Jared on site and see how deep the lines are at current grade. His number is 425-324-6992.
>>>
>>> From: Justin Wortman [mailto:jwortman@oakpointe.com]
>>> Sent: Thursday, April 23, 2015 2:37 PM
>>> To: Gustaves, Clay
>>> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Thanks for sending the Handbook along. It definitely answered some questions for us. We were hoping we could meet because we're dealing with some difficult topography where our road will have to cross the pipeline (to make the road slope work, it will need to be considerably higher than the pipeline), and we wanted to get your thoughts on the best way to engineer the road so that we're both on the same page from the get-go. Is there any time in the next couple of weeks that you could meet?
>>>
>>> Thanks again,
>>> Justin
>>> From: Gustaves, Clay [mailto:Clay.Gustaves@Williams.com]
>>> Sent: Tuesday, April 07, 2015 10:07 AM
>>> To: Justin Wortman
>>> Subject: RE: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Justin,
>>>
>>> Take a look at the attached Developer's Handbook and see what questions that can answer for you first. We are getting into construction season so my free time is becoming limited.
>>>
>>> From: Justin Wortman [mailto:jwortman@oakpointe.com]
>>> Sent: Tuesday, April 07, 2015 9:42 AM
>>> To: Gustaves, Clay
>>> Subject: Crossing Pipeline in Covington with a Public Roadway
>>>
>>> Mr. Gustaves,
>>>
>>> My name is Justin Wortman. I work for Oakpointe, LLC, and we're in the initial stages of developing property in Covington. As part of our proposed development, we will likely need to cross your 75' gas pipeline easement in King County parcel #2022069012 with a public roadway. I was wondering if you are available to meet with me and my supervisor, Colin Lund, to discuss this potential crossing. If you let me know some times that might work for you, I can coordinate things on our end.
>>>
>>> Please feel free to contact me via email or at my office number (425) 898-2137.
>>>
>>> Thanks very much. I look forward to working with you.
>>>
>>> Justin Wortman
>>>
>>> Justin Wortman
>>> Assistant Project Manager
>>> <image001.jpg> <image002.jpg>
>>>
>>> 10220 NE POINTS DR., SUITE 310
>>> KIRKLAND, WA 98033
>>> (425) 898-2137 OFFICE
>>> (425) 898-2139 FAX
>>>
>>> www.oakpointe.com<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.oakpointe.com_&d=CwIFAg&c=-rOy2AjDSjLZM5Ky932q_A&r=SdP-EGQTmmlqN0jNdabYIGlAkOD19OS1mMuNxg9nHHs&m=qCuT7357booPT09fh5VSaXpXIQ_MCPy8wo4RGXbugXU&s=BL2gSm2ZRsKZJYVjUUCRqPUd4gnDvejhX9BjfdD2Rvc&e=
> | www.yarrowbayholdings.com<https://urldefense.proofpoint.com/v2/url?u=http-3A__www.yarrowbayholdings.com_&d=CwIFAg&c=-rOy2AjDSjLZM5Ky932q_A&r=SdP-EGQTmmlqN0jNdabYIGlAkOD19OS1mMuNxg9nHHs&m=qCuT7357booPT09fh5VSaXpXIQ_MCPy8wo4RGXbugXU&s=UvJr9Ec575cBO5BIlJzxhl0HwlVn6i0ulwnbKkPcRQU&e= >
>>>
>>>
>>> <14028 Grading and Pipeline Crossing Exhibit.pdf>
> <14028 Grading and Pipeline Crossing Exhibit.pdf>

From: Richard Hart
To: Don.Preiss@vertivco.com
Cc: Ann Mueller; Salina Lyons
Subject: RE: Development plans
Date: Monday, January 16, 2017 2:11:46 PM

Mr. Preiss:

Thank you for your email expressing some concerns about uses and buffers for the new Lakepointe Development at the former gravel pit site. I will forward your email to Ann Mueller, our project manager for the Lakepointe Development. We are currently planning for a formal public hearing before the Planning Commission toward the middle or end of February and then another formal public hearing before the City Council in March or April. Appearing at those two hearings is the best way to register your concerns with the city decision makers who have responsibility to make those decisions. The final decision on both issues of types of uses and zoning, and property line buffers will be made by the City Council after a recommendation from the Planning Commission. We will keep your email on file and do our best to let you know when the hearings occur. You may also check our city website for the exact dates of the hearings. If your property is located within 500 feet of the new development you will receive a formal written notice in the mail. You may also email Ann Mueller (amueller@covingtonwa.gov) again in February to find out the specific date after we make that decision. I'm on vacation from the end of January until February 12, or I'd be happy to get in touch with you.

Richard Hart
Community Development Director
City of Covington

From: Don.Preiss@vertivco.com [mailto:Don.Preiss@vertivco.com]
Sent: Friday, January 13, 2017 1:12 PM
To: Richard Hart <rhart@covingtonwa.gov>
Subject: Development plans

Hello Mr. Hart. My name is Don Preiss and a Covington resident the past 20 years. I own a home adjacent to the new development being planned at the old gravel pit. Through a community group of people I have been made aware of some significant changes in plans for this property. How do I get on the email notification list for meetings for the discussions. I want to go on public record with some of my concerns? It is my understanding that low end motel(s) may be part of this new plan. I have very serious concerns with this and will supply some facts on these establishments and crime. I also have been made aware that the buffer green belt has been drastically reduced. The size and quality of this buffer is absolutely necessary to maintain the peaceful environment in which I own a home. Thank you in advance for your time and response.

Sincerely,

Donald G. Preiss
Resident Compliance Engineer

eti Conformity Services
2222 West Valley Highway North, Suite 160 |Auburn | WA | 98001 | USA
M +1 425-766-7689 |O +1 253-736-6010
don.preiss@eticonformity.com

From: Colin Lund
To: don.preiss@vertivco.com
Cc: Justin Wortman
Subject: Oakpointe Response to Preiss Comments re: Lakepointe
Date: Monday, February 13, 2017 3:59:06 PM
Attachments: 01162017_Preiss_Comment_ltr.pdf

Mr. Preiss,

The City of Covington forwarded to Oakpointe LLC your comments on the Lakepointe Development Agreement Notice of Application, which the City received via e-mail dated January 13, 2017. Oakpointe provides the following response to your comments.

Your letter suggests that a "low end motel" will be part of the ultimate project plan. We have not established which tenants will be part of this project yet. The Development Agreement and associated zoning provides for permitted land uses but does not specify specific tenants or uses. We certainly do not anticipate a low-end motel being a part of the project and think that one is unlikely, particularly given the anticipated site design and overall construction cost for the project.

Your letter also states that "the buffer green belt has been drastically reduced." The provision for the green space buffer was a new policy stated in Section 7.5.9, EVP 9.8 of the Hawk Subarea Plan. The policy states:

> *Encourage the preservation of a green space buffer which may include public trails along the southern border of the Hawk Property Subarea adjacent to the existing residential development.*

A specific dimension for the buffer was not prescribed by this policy. During an open house presentation by Oakpointe on January 11, 2017 a 50-foot buffer area was shown on a preliminary site plan between adjacent residential uses and the Lakepointe commercial area. Based on comments received from the residents regarding this specific buffer, we have increased the buffer from 50 feet to 70 feet.

Thank you for your comment.

Best regards,
Colin Lund

Covington City Hall

Community Development Department

16720SE 271st ST

Covington WA 98042

January 15, 2017

This is a comment to Lakepointe Urban Village Development, Boundary Line Adjustment and Zoning Map Amendment.

A very important step to this development is having a "Traffic Sound Barrier Wall" installed along the south side of State highway 18 to protect both the residential and commercial community of heavy traffic noise.

Now is the time to institute this barrier.

Thank you for your consideration of this comment.

Charles Kronenwetter

25025 200th Ave SE (Physical Address)

Maple Valley, WA 98038

PO Box 1206 (Mailing Address)

Maple Valley, WA 98038

RECEIVED
JAN 19 2017
CITY OF COVINGTON

OAKPOINTE

February 13, 2017

Charles Kronenwetter
PO Box 1206
Maple Valley, WA 98038

Mr. Kronenwetter,

The City of Covington forwarded to Oakpointe LLC your comments on the Lakepointe Development Agreement Notice of Application, which the City received via e-mail dated January 15, 2017. Your letter requests that a Traffic Sound Barrier Wall be installed along the south side of State Highway 18. A sound barrier wall does exist along the southeasterly side of State Highway 18 and extends a significant way up the SE 256th Street Off-ramp (see attached image from Google Earth). The decision to install any additional traffic sound barrier wall within the State Highway limited access zone will be a decision of the State Department of Transportation and is not associated with the pending Development Agreement.

Thank you for your comment.

Best regards,

Colin Lund

10220 NE POINTS DRIVE
SUITE 310
KIRKLAND, WA 98033

WWW.OAKPOINTE.COM

Google Earth
Google Earth
feet
10
meters
4

King County

Parks and Recreation Division
Department of Natural Resources and Parks
King Street Center, KSC-NR-0700
201 South Jackson Street
Seattle, WA 98104-3855
206-477-4527 Fax 206-588-8011
TTY Relay: 711

RECEIVED
JAN 20 2017
CITY OF COVINGTON

January 20, 2017

Covington City Hall
Community Development Department
16720 SE 271st Street
Covington, WA 98042

Sent via Courier and email to:permitservices@covingtonwa.gov, amueller@covingtonwa.gov

Dear Ms. Mueller:

Thank you for providing us the opportunity to provide comment on the Lakepointe Urban Village Development Agreement, Boundary Line Adjustment and Zoning Map Amendment (File number: LU16-0026/0028, LU16-0024/0028).

We appreciate the trail requirements you have included in section 16.5 in the DRAFT Lakepointe Development Agreement. King County Parks and the City of Covington have been working together to identify a trail connection between the Soos Creek Trail and the Green to Cedar Rivers Trail. This Covington Highlands Trail connection, although currently in planning phase, identifies the Lakepointe Urban Development as an important residential and commercial connectivity point. To this end King County Parks would request involvement in trail design.

We have worked with this developer in the past and would like to ensure that their planned trail design and development ensure clear and easy trail connectivity for future trail users, as well as, ease of use for it users of varying ages and abilities. This includes, but is not limited to the following;

1. Provide assurance that the trail will be built at approximately the same grade with the development rather than at some other point on the site such as high on the ridge,
2. Provide assurance of connectivity with facilities within the development.
3. Provide assurance that the trail will be an ADA accessible shared use path with a maximum slope in the direction of travel of less than five percent and a cross slope of no greater than two percent.
4. Provide assurance that King County Parks will have the opportunity to do a design site visit and have input into and approval of the project design details including location of the trail and during 30%, 60% and 90% design,
5. Provide assurance that the trail will be designed and maintained in accordance with King County Parks Regional Trail Standards.

We look forward to working with you and the developer in ensuring a well-designed, constructed and maintained regional trail for residents of the region.

Thank you.

Sincerely,

Monica Leers
Manager
Capital Planning and Land Management
King County Parks
201 S. Jackson Street, Suite 700
Seattle, WA 98104

Frank D. Overton
Manager
Capital Project Management
King County Parks
201 S. Jackson Street, Suite 700
Seattle, WA 98104

cc: Kevin Brown, Director, King County Parks and Recreation Division, Department of Natural Resources and Parks (DNRP)
Kathryn Terry, Deputy Director, King County Parks and Recreation Division, DNRP
Jean White, Government Relations Administrator, King County Parks and Recreation Division, DNRP
Sujata Goel, Government Relations Administrator, King County Parks and Recreation Division, DNRP

From: Colin Lund
To: Leers, Monica (Monica.Leers@kingcounty.gov); frank.overton@kingcounty.gov
Cc: Justin Wortman
Subject: Oakpointe Response to King County Parks re: Lakepointe
Date: Monday, February 13, 2017 4:07:25 PM
Attachments: 01202017_KingCountyPark_Rec_Comment_Ltr.pdf

Ms. Leers and Mr. Overton,

The City of Covington forwarded to Oakpointe LLC comments from King County Department of Natural Resources and Parks, Parks and Recreation Division ("King County Parks") on the Lakepointe Development Agreement Notice of Application, which the City received via letter dated January 20, 2017. Oakpointe provides the following response to King County Parks' comments.

Your comment letter seeks assurance that the planned Covington Highlands Trail connection through the Lakepointe site will be constructed at a particular grade, provide connectivity with the proposed development, be ADA accessible, allow King County to participate in the design process, and provide assurances that the trail will be maintained to King County Parks Regional Trail Standards.

Section 16.1 of the proposed Development Agreement provides: "Master Developer shall provide parks, trails and recreation space within the Lakepointe Urban Village consistent with CMC Title 18 (Exhibit B), the Planned Action (Exhibit C), and the Subarea Plan (Exhibit E)." The actual locations of the trail(s), the grade, connection points, etc. are not fully known at this time. Trail design and location will be further evaluated during implementing project final engineering approval.

Thank you for your comment.

Best regards,

Colin Lund

From:	Ann Mueller
To:	"Karen Walter"; Permit Services
Cc:	slyons@covingtonwa.gov
Subject:	RE: Lakepointe Urban Village Development Agreement, Boundary Line Adjustment and Zoning Map Amendment, LUA16-0026/0028; LU16-0025/0028; and LU16-0024/0028, Notice of Application and SEPA Addendum
Date:	Tuesday, January 24, 2017 10:35:36 AM

This is to acknowledge we have received your comments and they will be included in the record.

Regarding your inability to access the Development Agreement exhibits.

- Exhibit B is our Title 18 of our Covington Municipal Code- the version that is current at the time of approval will be incorporated into Exhibit B of the DA. You can see the current version of Title 18 in code publisher: http://www.codepublishing.com/WA/Covington/#!/Covington18/Covington18.html#18
- Exhibit G is the Zoning Map Amendment Land Use Application LU16-0025– I have confirmed this is posted in permit trax look under Land Use Application LU16-0025
- Exhibit H is the Boundary Line Adjustment Land Use Application LU16-024 – I have confirmed this is posted in permit trax look under Land Use Application LU16-024

Ann

Ann Mueller, AICP
Senior Planner | City of Covington
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Hours Monday-Wednesday 9:30AM - 5:00PM - Department is Closed Fridays, Weekends & Holidays.

From: Karen Walter [mailto:KWalter@muckleshoot.nsn.us]
Sent: Friday, January 20, 2017 3:40 PM
To: Ann Mueller <amueller@covingtonwa.gov>; Permit Services <permitservices@covingtonwa.gov>
Cc: Ben Parrish <bparrish@covingtonwa.gov>
Subject: Lakepointe Urban Village Development Agreement, Boundary Line Adjustment and Zoning Map Amendment, LUA16-0026/0028; LU16-0025/0028; and LU16-0024/0028, Notice of Application and SEPA Addendum

Ann,

We have reviewed the Notice of Application materials, including exhibits, for the proposed Lakepointe Urban Village Development Agreement, Boundary Line Adjustment, and Zoning Map, and the SEPA Addendum for the Hawk Property Planned Action. We offer the following comments in the interest of protecting and restoring the Tribe's treaty-protected fisheries resources.

-
1.Availability of Development Agreement (LU16-0026)NOA materials
Please note that we were unable to locate some of the exhibits to the Development Agreement (LU16-0025/0028) on the City's website for the project, specifically, Exhibit B (CMC Ch. 18.114), Exhibit G (Zoning Map Amendment), and Exhibit H (Lot 4 Split zone).

We reviewed the available materials by going to
https://permits.covingtonwa.gov/Citizen/Web_Public/CitizenConn_PermitDetails.aspx?
R=joYCJyd%2bIRdETosHgQ7HZmn3vzRmC3AVtUOGETWhEc1o4WyK4rX0PXFWLTIl0vstW5X%2f2V969g8Vo0zuTtEugDF0aKG79L6Q6Fm8TIA60eZCfXNewESGtPTknlFRr5XV

We request a copy of the Exhibits that were missing from the link above so that we may review them and provide any further comments that we may have.

-
2.Central Pond and Stormwater Concerns
In previous comments and discussions with City staff, we identified concerns with proposal to keep a portion of the existing gravel pit pond/exposed groundwater open as the "19.5 acre central pond feature" and having surrounding developments discharge stormwater to it. Per the WDNR reclamation permit for the existing gravel pit, Lakeside Industries, Inc. (the applicant for the reclamation permit) proposed to leave approximately 19 acres of the existing gravel pit pond open for use as a future stormwater management pond with exposed groundwater remaining in the pond. Pending development applications for Maple Hills III and IV also indicated that their stormwater would be routed to this pond. According to the final reclamation plan presented in the reclamation permit application, the floor of this future stormwater pond would be at 310 - 320 feet (relative to mean sea level), which is below the high and low ground water table depths reported on the application for this site (378 feet and 370 feet relative to mean sea level, respectively). If stormwater is directed to this pond from the Lakepointe Urban Village and/or any of the other adjacent proposed developments (i.e. Maple Hills Divisions III and IV), then there is a potential for groundwater contamination from this stormwater that could also adversely affect Jenkins Creek. Runoff from residential areas and associated roads is known to contribute pollutants to surface and groundwater including polynuclear aromatic hydrocarbons, lead, zinc, copper, cadmium, sediments, road salts, herbicides, pesticides, and nutrients (Washington State Department of Ecology Stormwater Manual, 2012; http://www.ecy.wa.gov/programs/wq/303d/index.html). These pollutants can directly and indirectly impact the health and survival of salmonids in part because not all treatment methods are equally effective in removing these pollutants. Stormwater inputs to this 19-acre pond with the existing exposed groundwater could result in adverse impacts to salmon in Jenkins Creek, Soos Creek, and the WDFW Soos Creek Hatchery. This hatchery uses only surface water for operations and its water supply intake is located downstream of this project in Big Soos Creek.

We are also concerned that this approach may impact both ground and surface water resources from water quantity perspectives. The Critical Areas Study for Geological Hazards (Golder Associates October 2016), noted that pumps were used to control natural groundwater seepage into the pit which was discharged to a small pond adjacent to the Jenkins Creek wetlands. During the summer of 2015, pumping activities at the gravel pit on this site caused significant changes in flow in Jenkins and Big Soos creeks, which negatively affected fish life in these creeks, severely disrupted the surface water supply for the WDFW Soos Creek Fish Hatchery, and caused concerns about the stability of instream flows, water temperature, and turbidity. Big Soos Creek and Jenkins Creek near and downstream of the project site are identified by the WDOE's 303(d) list of impaired waterbodies as exceeding Washington State water temperature standards established to protect salmonid migration, rearing, and spawning. It is vitally important to conserve groundwater contributions to streamflows as a source of cool water to Jenkins and Big Soos Creeks.

The 2016 Golder Critical Areas Study goes on to note that the remaining unfilled pond post reclamation will fill naturally from springs in the native sand and gravel connected to the regional aquifer and the water elevation is expected to fluctuate seasonally. However, this report did not evaluate how the elimination of pumping, the filling of a portion of the pond or discharging stormwater to this facilitate could impact groundwater quantity and quality, as well as, the flows and water quality in Jenkins Creek. None of the available documents for the Notice of Applications or the SEPA addendum for the proposed project demonstrates that the 19-acre pond is not in fact hydrologically connected to groundwater that contributes to Jenkins Creek and/or Big Soos Creek.

To address our concerns regarding potential impacts to surface and groundwater resources, we recommend that the Development Agreement and Master Development Plan be modified as follows:

- Require a study to determine if the cessation of pumping and the proposed pond filling will not result in adverse impacts to natural groundwater and Jenkins Creek/Big

From: Colin Lund
To: Karen Walter (KWalter@muckleshoot.nsn.us)
Cc: Justin Wortman
Subject: Oakpointe Response to Muckleshoot Comments re: Lakepointe
Date: Monday, February 13, 2017 4:02:37 PM
Attachments: 14087 Covington DA Karen Walter.pdf
01202017_Muckleshoot_Comment_email.pdf

Ms. Walter,

The City of Covington forwarded comments from the Muckleshoot Indian Tribe Fisheries Division Habitat Program (the "Muckleshoots" or "Tribe") on the Lakepointe Development Agreement Notice of Application, which the City received via an e-mail from you on January 20, 2017. Oakpointe provides the following responses to the Muckleshoots' comments:

1. Availability of Development Agreement Materials - The Tribe is requesting additional information from the City that did not appear available via the City's web site. Our understanding is that the City followed up with the Tribe via e-mail on January 24, 2017 and provided links to Exhibit B, Exhibit G and Exhibit H.

2. Central Pond and Stormwater Concerns - The Tribe is expressing concern regarding the central pond feature being used as a stormwater facility and the potential effect of the pond on Jenkins Creek, Big Soos Creek and the WDFW Soos Creek Fish Hatchery. The Development Agreement neither dictates nor facilitates the resulting pond's interaction with future stormwater. Options to manage stormwater continue to be evaluated and will be reviewed by the City for compliance with the Surface Water Design Manual during engineering plan review for future implementing projects.

This e-mail further asks that the Development Agreement and Master Development Plan be modified to include:

- *A study to determine if cessation of pumping and the proposed pond filling will not result in adverse impacts to natural groundwater and Jenkins Creek/Big Soos Creek.*

The draft Development Agreement does not contain any proposal regarding pumping. Further, the Development Agreement does not propose pond filling. The ultimate configuration of the pond is currently governed by the site's existing DNR Reclamation Permit. As noted above, the stormwater options for the site are still being evaluated in concert with site plan development. Any such evaluation is more appropriately timed with an implementing permit, when an actual development proposal is being presented for review and approval.

- *Require that the final pond design be constructed at a level above the high groundwater table elevation…per specifications in WDOE's 2012 Stormwater*

Manual, to protect groundwater quality.

As noted above, the stormwater options for the developed site are still being evaluated in concert with site plan development. Any such evaluation is more appropriately timed with an implementing permit, when an actual development proposal is being presented for review and approval.

- *Require that the 19-acre pond be constructed to a size and elevation that will prevent the need to pump water from the pond to Jenkins Creek…*

As stated above, this type of analysis is better suited when an actual site plan and site grades are established as part of an implementing project. Regardless, it is anticipated that following construction, the use of pumps (as in the referenced Horseshoe Lake) to prevent flooding will not be required.

- *Require that any stormwater discharged to the pond or Jenkins Creek and its associated wetlands be fully treated using enhanced treatment methods.*

It is expected that any stormwater discharge will comply with the treatment required by the appropriate Stormwater Manual. Further, Section 21.2.1 of the proposed Development Agreement states "All runoff from pollution-generating surfaces must be captured, treated, and where feasible, infiltrated to prevent poor surface and groundwater quality."

3. Riparian and Wetland Buffers - See attached response from Wetland Resources, Inc. addressing this stated concern.

4. Boundary Line Adjustment and Development Agreement Roadways - Oakpointe is not entirely clear about the process suggested by this comment. However, it is anticipated that the existing un-developed and un-opened Collier/Lund roadway will be vacated per Section 17.6.2 of the draft Development Agreement.

Thank you for your comments.

Best regards,
Colin Lund

Wetland Resources, Inc.

Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance

9505 19th Avenue S.E.
Suite 106
Everett, Washington 98208
(425) 337-3174
Fax (425) 337-3045

February 10, 2017

City of Covington
Attn: Ann Mueller, Senior Planner
16720 SE 271st St.
Covington, WA 98042

Re: Lakepointe Urban Village – Muckleshoot comment response

Attached is my brief response to the email comment from Karen Walters of the Muckleshoot Tribe, dated January 20, 2017. This response is only intended to address her comment number 3.

3. Riparian and Wetland Buffers
From review of Exhibit J, the Master Development Plan, it appears that this project will result in impacts to the 165 foot regulated buffer to the Jenkins Creek Category I wetland. The scale on the figure suggests tht the buffer will be reduced to 100 feet in several locations along the mixed use and new Covington Connector Roadway. A portion of the roadway is shown to be immediately adjacent to the wetland as well in this Exhibit. Please explain how this Master Development Plan as shown complies with Exhibit C, Mitigation Measure 23, which requires that the riparian corridor including Jenkins Cree and associated wetlands will be retained, and where appropriate enhanced.

The Lakepointe Urban Village Master Development Plan does not proposed any modification to Jenkins Creek or its associated wetland. It's only proposed buffer modification is associated with the required Covington Connector Roadway. This proposed road has extreme constraints associated with its connection location, steep slopes, and the Jenkins Creek Wetland system. Given the overall site constraints, impacts associated with the Covington Connector Road have been deemed unavoidable and have been minimized to the greatest extent possible. As mitigation for the proposed impacts, a combination of additional buffer area and buffer enhancement will be proposed. Buffer enhancement will involve removal of trash, debris, existing impervious surface, as well as invasive species and planting with native trees and shrubs. All proposed work and associated mitigation will be consistent with KCC 21A.24 and will result in retention and enhancement of the Jenkins Creek wetland system.

Please let me know if you have any comments or concerns.

Scott Brainard, PWS
Principal Ecologist

Attachment 6

SEPA Addendum to Hawk Property Final EIS

LAKEPOINTE URBAN VILLAGE DEVELOPMENT AGREEMENT
ZONING MAP AMENDMENT
BOUNDARY LINE ADJUSTMENT

SEPA Addendum

The potential for a development agreement was identified in the Hawk Property Planned Action Environmental Impact Statement (EIS) issued in 2013 ("Planned Action EIS"). For example, see pages 1-1, 1-3, and 4-23 of the Final EIS. Since issuing the EIS, the Hawk Property has been retitled the "Lakepointe Urban Village." The EIS evaluates the same subject area as the property proposed to be bound by the terms of the Lakepointe Urban Village Development Agreement. As such, the Development Agreement is a related proposal considered in the EIS. Because the Lakepointe Urban Village Development Agreement is consistent with the EIS alternatives and range of analysis (e.g. achieving similar environmental outcomes), the City of Covington can issue environmental analysis of the Development Agreement in the form of a State Environmental Policy Act, Ch. 43.21C RCW ("SEPA") Addendum. *See* WAC 197-11-600, -625, -630, and -706. This SEPA Addendum documents that consistency.

Pursuant to Covington Municipal Code (CMC) 18.114.040, development agreements must be accompanied and processed in conjunction with their associated underlying land use applications. As such, the Applicant has also submitted to the City an application for a Zoning Map Amendment to revise the City's zoning of the Lakepointe Urban Village to be consistent with the Hawk Property Subarea Plan (Ordinance No. 01-14) (from a combination of Mining and R-6 zones to R-6, R-12, MR, and RCMU) and Boundary Line Adjustment application for the Hawk Property to ensure that lot lines follow the newly established zoning boundaries.[1]

The Lakepointe Urban Village Development Agreement, including the Master Development Plan set forth as Exhibit J therein, and the associated Zoning Map Amendment and Boundary Line Adjustment are consistent with the growth patterns and development levels studied in the EIS as well as Planned Action Ordinance (No. 04-14) mitigation requirements. As such, the proposed Lakepointe Development Agreement and associated land use applications arguably qualify as Planned Action Projects. *See* Footnote 1 on page 1-1 of the Final EIS. The Applicant has enclosed a completed Hawk Property Subarea Checklist herewith. *See* Exhibit B to Planned Action Ordinance. Out of conservatism, however, the Applicant respectively requests that the City SEPA Responsible Official issue a new SEPA threshold determination in the form of a Determination of Significance and Notice of Adoption with this SEPA Addendum.

The definition of an addendum under the State Environmental Policy Act (SEPA) appears below:

> ***WAC 197-11-706 Addendum.*** *"Addendum" means an environmental document used to provide additional information or analysis that does not substantially change the analysis of significant impacts and alternatives in the existing environmental document. The term does not include supplemental EIS. An addendum may be used at any time during the SEPA process.*

[1] Pursuant to WAC 197-11-800(6)(f) boundary line adjustments are categorically exempt from threshold determination and EIS requirements; however, to the extent the Boundary Line Adjustment application is considered part of a series of actions or a segment of a proposal, it is referenced in the analysis in this SEPA Addendum.

1.0 FACT SHEET

Project Title

Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment

Proposed Action

The Applicant proposes approval of the Lakepointe Urban Village Development Agreement that vests development of the Hawk Property (now retitled Lakepointe Urban Village) to the Subarea Plan (Covington Ordinance No. 01-14), the Planned Action Ordinance (Covington Ordinance No. 04-14), the Land Use Element of the City of Covington's Comprehensive Plan, and portions of Title 18 CMC, as identified therein, for a 15-year term with the possibility of a 5-year extension. Pursuant to CMC 18.114.030(2)(e), the Lakepointe Urban Village Development Agreement includes five (5) deviations from the City of Covington's existing development code provisions regarding: (i) building frontage along the 204th Ave SE Connector; (ii) shared parking; (iii) the phasing and location of on-site recreation requirements; (iv) waiver of the City's three-year limitation rule for rezoning of property; and (v) site-wide application of the City's tree preservation requirements.

The Applicant also proposes approval of a Zoning Map Amendment to revise the City of Covington's zoning of the Lakepointe Urban Village to be consistent with the Subarea Plan and a Boundary Line Adjustment application for the Hawk Property to ensure that lot lines follow the newly established zoning boundaries.

Applicant

Oakpointe Land Covington, LLC

Lead Agency

The City of Covington

Responsible Official

Richard Hart, AICP, SEPA Official
Community Development
Director City of Covington
Department of Community Development
16720 SE 271st Street
Covington, WA 98042-4964
253-480-2441

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City Contact Person

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Senior Planner
City of Covington
Department of Community Development
16720 SE 271st Street
Covington, WA 98042-4964
amueller@covingtonwa.gov
253-480-2444

Applicant Contact Person

Colin Lund
c/o Oakpointe
10220 NE Points Drive, Suite 310
Kirkland, WA 98033
clund@oakpointe.com
425-898-2120

Licenses or Permits Required

As legislative items, the Planning Commission has authority to make recommendations on the Lakepointe Urban Village Development Agreement and Zoning Map Amendment. Pursuant to Covington Municipal Code Section 14.30.040, the Boundary Line Adjustment application has been consolidated with these legislative actions and, therefore, the Planning Commission will also be making a recommendation on it. The City Council has the authority to approve such items.

Date of Final Action

The City anticipates taking final action on the approval of the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment in late February 2017. If approved, both the Development Agreement and Boundary Line Adjustment have to be recorded with the King County Recorder's Office.

Location of Background Data

See City Contact Person above.

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Addendum Distribution and Availability

This Addendum to the Hawk Property Planned Action Environmental Impact Statement (EIS) is posted at the City's website at: www.covingtonwa.gov/lakepointe

The Final EIS associated with the Addendum is available at this website:
http://www.covingtonwa.gov/docs/reduced_for_web_hawkpropertyfeis_2013_1114_combined.pdf

A reference copy of this Addendum is also available at the following locations:

- Covington City Hall, 16720 SE 271st Street, Covington, WA 98043

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2.0 INTRODUCTION

The purpose of this SEPA Addendum is to analyze and document the consistency between the proposed Lakepointe Urban Village Development Agreement, Zoning Map Amendment, Boundary Line Adjustment and the Subarea Plan (Covington Ordinance No. 01-14) and Planned Action Ordinance (Covington Ordinance No. 04-14). Particular emphasis is given to the analysis of the five deviations from the City of Covington's existing development code provisions regarding: (i) building frontage along the 204th Ave SE Connector; (ii) shared parking; (iii) the phasing and location of on-site recreation requirements; (iv) waiver of the City's three-year limitation rule for rezoning of property; and (v) site-wide application of the City's tree preservation requirements.

Since the City of Covington's adoption of the Planned Action Ordinance and Subarea Plan, the development status of the Lakepointe Urban Village remains largely the same. The existing mining reclamation and asphalt batch plant activities continue; however, Lakeside Industries is in the process of consolidating its asphalt batch plat activities into a smaller footprint on the site. *See* Covington Permit B16-0082.

As anticipated in the EIS, annexation of the portion of the Lakepointe Urban Village within the City's unincorporated UGA has now occurred. On November 14, 2014, the Applicant notified the City that it intended to commence annexation proceedings on the portion of the Lakepointe Urban Village designated as a Potential Annexation Area (PAA). The City hosted a public meeting on January 13, 2015, during which the City accepted the proposed annexation. On May 11, 2015, the Applicant submitted a signed 60% petition for annexation to the City for the portion of the Lakepointe Urban Village located within the PAA. The Covington City Council accepted the application and approved it on October 27, 2015, as Resolution No. 15-11, and forwarded it to the King County Boundary Review Board ("BRB") for their review and approval. The BRB approved the annexation on December 10, 2015, and, on January 12, 2016, the Covington City Council adopted Ordinance No. 01-2016, annexing the aforementioned PAA into the city limits effective January 20, 2016. As a result of this annexation, all of the Lakepointe Urban Village is now located within the jurisdictional city limits of Covington.

This SEPA Addendum accompanies and addends the Hawk Property Planned Action Environmental Impact Statement (EIS) issued in 2013 by the City of Covington (City).

3.0 DESCRIPTION OF PROPOSAL

3.1 Development Agreement

The Planned Action EIS addressed the potential for a development agreement. For example, see Draft Planned Action EIS Section 2.1:

> In the future, based on the analysis of Hawk Property Subarea Plan and Planned Action EIS, the City intends to consider a development agreement with the property

> developer and to annex the portion of the subarea in its potential annexation area (PAA) within the King County urban growth area (UGA) presently outside current city limits.

Or Section 1.2 of the Draft Planned Action EIS and Final Planned Action EIS:

> The proposed action specifies a maximum level of growth allowed within the Hawk Property Subarea. Consistency with this limit would be ensured through the execution of a development agreement with the property owner and developer, Oakpointe LLC, and/or through approval of a final conceptual site plan consistent with the Subarea Plan, Planned Action Ordinance, and Covington Municipal Code (CMC).

And, finally, in Footnote 1 of the Final EIS: "[t]he Planned Action [Ordinance] is based on development thresholds and performance standards (mitigation measures) of this EIS. Provided the development agreement meets the thresholds and performance standards of the Planned Action Ordinance, it is considered a planned action." As described below, the proposed Lakepointe Urban Village Development Agreement, as well as the Zoning Map Amendment and Boundary Line Adjustment, meet the thresholds and performance standards of the City's Planned Action Ordinance.

Consistent with the Planned Action Ordinance and Subarea Plan, the Applicant has designed its Lakepointe Urban Village development to create an urban village at the City's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. Public recreational amenities, such as parks, open space, regional trails, a central pond feature, and bicycle and pedestrian paths, are also included. A Master Development Plan (MDP) (included within the Development Agreement as Exhibit J) has been prepared by the Applicant to provide a conceptual diagram of the development areas, general circulation and pedestrian routes, parks, critical areas, and a resulting central pond feature in the Lakepointe Urban Village and to satisfy the "final conceptual site plan" criterion set forth in Section 1.2 of the Draft and Final EIS.

The proposed Development Agreement authorizes development within the Lakepointe Urban Village consisting of the range of the Minimum (1,000 residential units, 680,000 commercial square feet) and Maximum Urban Village (1,500 residential units, 850,000 commercial square feet) alternatives as set forth in the EIS's Preferred Alternative. *See* Section 9 of the Development Agreement. The Applicant may not develop more than the Maximum Urban Village alternative without seeking a major amendment to the Development Agreement requiring legislative approval from the City Council and additional environmental review. See Section 9.4 of proposed Lakepointe Urban Village Development Agreement.

The Development Agreement also vests the Lakepointe Urban Village to the Subarea Plan, the Planned Action, the Land Use Element of the Comprehensive Plan, and portions of Title 18 CMC (excluding CMC Chs. 18.47, Protection and Preservation of Landmarks, Landmark Sites and Districts; 18.55, Signs; 18.65, Critical Areas; 18.90, Residential Density Incentives; 18.95, Transfer of Residential Density Credits; and 18.122 Parks, Recreational Facilities and Open Space

Impact Fees) for a 15-year term with the opportunity for a 5-year extension. See Sections 16 and 35 of the proposed Lakepointe Urban Village Development Agreement.

In the proposed Development Agreement, and pursuant to CMC 18.114.030(2)(e), the Applicant requests five (5) deviations from the City's existing development code provisions, detailed in Development Agreement Section 18 regarding: (i) building frontage along the 204th Ave SE Connector; (ii) shared parking (*see* Section 18); (iii) the phasing and location of on-site recreation requirements; (iv) waiver of the City's three-year limitation rule for rezoning of property; and (v) site-wide application of the City's tree preservation requirements. The impacts, if any, associated with each of these deviations is described in detail below.

As consideration for the vesting term and deviations summarized above, the terms of the proposed Development Agreement require the Applicant to provide the following public benefits within the Lakepointe Urban Village (see Section 6):

- Vehicular parking for Cedar Creek Park visitors in close proximity to the park's access points as well as pedestrian access points to allow people the opportunity to enjoy the park's trails and natural setting;

- Reserve space for a Covington Police Department storefront substation within the commercial area of the Lakepointe Urban Village; and

- Integrate sustainability measures, such as the principles of smart growth, urbanism, and green building, into the design of the Lakepointe Urban Village.

As a result of complying with the terms, mitigation measures, and regulations of the Subarea Plan, Planned Action, and applicable CMC provisions, the Lakepointe Urban Village will also include and create the following notable elements and impacts:

- Substantially reduced emergency response time from Fire Station #78 to the existing neighborhoods located south of the Lakepointe Urban Village as a result of the new Covington Connector and the connection to 191st Place SE;

- Reduced congestion on State Route 516 as a result of the new Covington Connector by diverting an estimated 440 peak hour trips to the new roadway;

- A wildlife crossing will be incorporated into the design of the Covington Connector to reduce habitat fragmentation between the Jenkins Creek corridor and habitat patches;

- A stewardship program for the Lakepointe Urban Village's open space corridors and/or critical area tracts;

- Two gateway elements shall be installed at the entrances of the Lakepointe Urban Village Subarea, one on the west side at the intersection of SR 18 and SE 256th, and the other at southeast side where it connects in to the 204th Ave SE roadway;

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- A public gathering place at least ½ acre in area integrated into the commercial area of the Regional Commercial Mixed Use Zone of the Lakepointe Urban Village suitable for special events and celebrations;
- A second public gathering place at least ½ acre in area adjacent to the Lakepointe Urban Village's central pond feature that will serve as a major public amenity;
- Publicly accessible park and recreational space, consistent with the minimum requirements of CMC 18.35.150-190 (Exhibit B), in addition to a comprehensive trail system and required gathering areas, that will be open to the public but privately owned, so that the new parks and trails will be available to the community at no cost to the City or its existing residents;
- A wide range of housing options both for rent and sale to accommodate a wide spectrum of the future residents' needs;
- Significant additional retail sales tax base to the City through the development of a retail center providing both local and regional tenants in a well-planned, pedestrian friendly environment; and
- Opportunities for special events both within the retail area of the Lakepointe Urban Village and the parks and trails for community events such as art shows, auto clubs, music performances, movie nights, walking clubs, and similar events.

The proposed Development Agreement provides for, among other things, the conditions of the City's Lakepointe Urban Village Subarea Plan (Ord. No. 01-14) to run with the Lakepointe Urban Village and bind the Hawk Property Owner's and Master Developer's heirs, successors and assigns; provide greater certainty about the character and timing of commercial and residential development within the Lakepointe Urban Village; provide for orderly development of the Lakepointe Urban Village on a comprehensive basis consistent with the MDP; allow for timely mitigation of probable significant adverse environmental impacts; encourage economic development within the City; contribute to the City's fiscal performance; and the public benefits summarized above.

Along with the proposed Development Agreement, the Applicant has submitted to the City an application for a Zoning Map Amendment (Application No. LU16-0025) to revise the City's zoning of the Lakepointe Urban Village to be consistent with the Subarea Plan (from a combination of Mining and R-6 zones to R-6, R-12, MR, and RCMU). Pursuant to CMC 18.114.040, the proposed Development Agreement is being processed in conjunction with the Zoning Map Amendment application, as well as with a Boundary Line Adjustment application for five (5) parcels of the Lakepointe Urban Village, also submitted by the Applicant, to ensure that lot lines follow the newly established zoning boundaries.

3.2 Building Frontage on Covington Connector

The Planned Action EIS assumed inclusion of design standards as mitigation for land use patterns. Section 3.7 of the Planned Action EIS mitigation measures provides: "Both Action Alternatives

would be developed under the provisions of the Hawk Property Subarea Plan, which includes development and design guidelines intended to minimize incompatibilities between commercial and residential uses within the subarea and to reduce overall visual bulk."

Section 18 of the proposed Lakepointe Urban Village Development Agreement provides a deviation from the Covington Municipal Code (CMC 18.35.310(3)) by allowing building frontage along a designated portion of the Covington Connector to be no less than forty percent (40%) instead of the code-required sixty percent (60%) provided a twenty-five (25) foot wide qualifying plaza or landscaped area is provided as compensation. The City's building frontage requirement is intended to meet its goals for pedestrian orientation and articulation. The proposed building frontage deviation will still accomplish these goals by ensuring at least forty percent (40%) of the portion of the Covington Connector shown in Exhibit M will be fronted by commercial development while at the same time helping to reduce bulk and increase landscaping for an overall friendlier pedestrian experience. The additional conditions set forth in Section 18 further mitigates the pedestrian experience along the Covington Connector. Thus, no significant adverse environmental impacts are expected as a result of this deviation.

The language in the Hawk Property Subarea Plan at Section 18.35.310(3) addresses the Covington Connector character. This section notes that the Covington Connector should 1) attenuate traffic speeds, 2) support active street-level uses, and 3) enhance pedestrian comfort and safety. Further, this section states that an interconnected system of pedestrian and bicycle facilities shall provide access to all areas of the community, to adjacent neighborhoods and to regional trails.

At the time the Hawk Property Subarea Plan was being developed and Section 18.35.310 adopted into Covington Municipal Code, the opportunity to create a unique urban village was not fully realized. Early concepts for the retail portion of the project were akin to a traditional suburban destination retail with large format shops, large parking field and local shops fronting the Covington Connector. The project has been substantially refined and has added structured parking to significantly reduce the size of surface parking areas. Further, two very strong urban corridors have been provided through the commercial area to enhance the urban feel which includes an at-grade overcrossing of the Covington Connector to enhance the pedestrian experience and pedestrian safety. Bicycle lanes have been added to the Covington Connector, and, as shown on the trails map, several links to the trails system are possible from the Covington Connector. A median has been added to the Covington Connector to help attenuate speed, and three stoplight controlled intersections will both control speed and enhance pedestrian safety. The sidewalk along the Covington Connector is planned to meander within a 25-foot landscape area to provide an enhanced experience but will also provide connections to adjacent retail and parking areas. Overall, the project has created a more urban feel with a layout to encourage a "park once and walk" environment.

Providing sixty percent building frontage along the Covington Connector would require more surface parking in the vicinity of the building frontage. The stand-alone shops along the frontage tend to be one stop experiences and therefore will demand parking in close proximity to the structure. By reducing the building frontage to forty percent, a corresponding reduction in surface parking area will result. The proposed 25-foot landscape area between the edge of roadway and

buildings will be landscaped primarily with ornamental urban landscaping and a walkway much like one would find in an urban downtown park. The walkway along the Covington Connector will provide access points to the structures as well as parking areas. To require a sixty percent building frontage and the additional surface parking would require portions of the proposed 25-foot landscape area to be reduced or eliminated to accommodate the buildings and parking.

3.3 Shared Parking

The parking subsection of Section 3.8 of the Planned Action EIS assumes that the parking supply within the Lakepointe Urban Village will be subject to City code requires to ensure that adequate parking supply is provided to meet demand and concludes that with City parking code requirements incorporated into site design, no adverse parking impacts are expected to result from the Action Alternatives.

Section 18 of the Lakepointe Urban Village Development Agreement proposes a deviation to CMC 18.50.040(2) whereby a building or use may be located more than the code requirement of 800 feet from the shared parking facility, but not more than a quarter (1/4) of a mile, provided such distance is supported by a shared parking analysis. Subsections 10.2.1 through 10.2.4 of the proposed Development Agreement require that the shared parking analysis include (i) the number of parking spaces provided is at least equal to the greatest number of needed spaces for uses operating at the same time; (ii) demonstration that resultant parking will be adequate for anticipated uses; (iii) a shared parking agreement signed by applicable parties; and (iv) description of enhanced pedestrian amenities to facilitate shared parking, thereby ensuring that adequate parking supply is available to meet demand.

As mitigated with the shared parking analysis, no significant adverse environmental impacts are expected as a result of this deviation and may help meet some of the greenhouse reduction measures listed in mitigation measures #20 and #21 in Attachment B-1 of the Planned Action Ordinance (No. 04-14).

3.4 Onsite Recreation

The parks and trails subsection of Section 3.9 of the Planned Action EIS assumes that the development of Lakepointe Urban Village will include sufficient park space and trails to be consistent with the City's LOS standards of the Parks and Recreation Element of the Comprehensive Plan and the requirements of the CMC.

The Lakepointe Urban Village Development Agreement proposes at Section 18 that development within the site be allowed to consolidate on-site recreation areas and share amenities between individual Implementing Projects and phases of development. The deviation does <u>not</u> reduce the overall total recreational area required per residential dwelling unit within the Lakepointe Urban Village. As such, it remains consistent with the assumptions and analysis in the Planned Action EIS.

Moreover, Section 18 of the Development Agreement limits the ability to consolidate recreation space such that at no point may required recreation space be located more than 1,000 feet from an Implementing Project nor may residents be required to cross any arterial to gain access to a recreational area associated with the Implementing Project they reside in. Therefore, as mitigated, no significant adverse environmental impacts are expected as a result of this deviation.

3.5 Limitation on 3-Year Request for Rezoning.

CMC 14.27.030(3) limits the City's review of privately initiated amendment proposals to no more frequently than once every three years. For the term of the Development Agreement, Section 18 proposes to exempt the Lakepointe Urban Village site from this three-year rezone limitation so that zoning boundaries may be more closely aligned with the intent and vision of the Hawk Property Subarea Plan (Covington Ord. No. 01-14). As of the date of this SEPA Addendum, there are only six (6) legal parcels comprising the Lakepointe Urban Village. This means, if zoning boundaries are to match parcel lines at this point in time, zoning lines will have to be painted with a pretty broad brush. With this proposed deviation, as the Lakepointe Urban Village is further subdivided in the future and additional parcels are created, zoning boundaries can become more granular and detailed.

The Planned Action Ordinance and Hawk Property Subarea Plan presumed the occurrence of rezones for the Lakepointe Urban Village. No significant adverse environmental impacts are expected as a result of this deviation.

3.6 Tree Preservation

On-site tree retention within the Lakepointe Urban Village is governed by CMC Ch. 18.45. The deviation in Section 18 of the Development Agreement proposes that tree preservation for the Lakepointe Urban Village be assessed on a site-wide basis, as opposed to a parcel-by-parcel basis, with twenty percent (20%) minimum tree retention. The deviation is procedural only. As depicted in Exhibit N to the proposed Lakepointe Urban Village Development Agreement, the tree canopy area to remain on the site following development meets or exceeds the substantive tree preservation requirements set forth in CMC Ch. 18.45.

The Draft Planned Action EIS in the "Plants and Animals" section at page 3-60 describes the Lakepointe Urban Village development as having "[a]pproximately 15 acres of forest are outside of the wetland buffer; approximately 6 of those acres are protected as steep slopes. Therefore, the remaining approximately 9 acres of forest could potentially be cleared." Then, somewhat conflictingly, in the "Greenhouse Gas Emissions" portion of the "Air Quality" section of the Planned Action EIS, it finds that Alternatives 2 and 3 would both permanently remove approximately 15 acres of forest land. See pages 3-40 and 3-41 of the Draft Planned Action EIS. However, in the Final EIS, the discrepancy was corrected so that the Air Quality analysis addressed 9 acres of forest clearing (see pages 3-3 to 3-5 of the Final EIS). In contrast, the Applicant estimates that under existing conditions the Lakepointe Urban Village site has approximately 35 acres outside of critical areas and buffers (see Exhibit N to Development Agreement) and that

approximately 26 of those acres may be cleared. This leaves about 9 acres of forested land on the Lakepointe Urban Village site outside of critical areas and their associated buffers which is better environmentally than the zero (0) acres of forest presumed to remain after development in the Planned Action EIS. The Draft EIS also presumed 20 acres of onsite pocket parks, while corrected to 6-8 acres in the Final EIS. Based on the Master Development Plan, the amount of publicly accessible parks and landscape areas currently planned for the Lakepointe Urban Village site is 14 acres (with a minimum CMC requirement of 4.87 acres of parks based on housing mix type).

For purposes of the Addendum, the EIS Author for the Air Quality analysis updated the results with the revised acreage of forest land clearing and more recently understanding of accessible parks and landscaped areas. The table below provides Landau Associates' updated estimates of average annual greenhouse gas (GHG) emissions for the Lakepointe Urban Village EIS based on revised estimates from the applicant for vegetation clearing and construction of publicly available parks and landscape areas. The applicant estimates that 26 acres of vegetation may be cleared as part of Alternatives 2 and 3, which represents a 17-acre increase compared to what was analyzed in the FEIS. Additionally, the applicant estimates that 14 acres of publicly accessible parks and landscape areas are currently planned for the Lakepointe Urban Village site, which represents an increase of 8 acres for Alternative 2 and an increase of 6 acres for Alternative 3 compared to what was analyzed in the FEIS.

Revised soil carbon GHG emissions were estimated using the Buildcarbonneutral.org calculator, which estimates the amount of carbon dioxide released into the atmosphere from the removal, disposal, and decay of aboveground vegetation and underground root mass. The revised GHG emissions estimates also account for increases and decreases of carbon sequestration potential from natural photosynthesis associated with the clearing of vegetation and the addition of landscape areas, respectively.

Final EIS Chapter 3, Exhibit 3.4-5. Comparison of Annual Greenhouse Gas Emissions

	Average Annual GHG Emissions During 60-Year Project Lifetime (metric tons CO2-equivalent per year)			
	Existing	Alternative 1 – Future No Action	Alternative 2 – Minimum Urban Village Proposal	Alternative 3 – Maximum Urban Village Proposal
Asphalt Batch Plant Operation	3,849	3,849	0	0
Mine Reclamation	378	0	0	0
Residential and Commercial Land Use for Action Alternatives	--	--	18,159	25,340
"Soil Carbon" for Vegetation Removal for Action Alternatives	--	--	~~14~~ 53	~~14~~ 53

	Average Annual GHG Emissions During 60-Year Project Lifetime (metric tons CO2-equivalent per year)			
	Existing	Alternative 1 – Future No Action	Alternative 2 – Minimum Urban Village Proposal	Alternative 3 – Maximum Urban Village Proposal
Credit for "Soil Carbon" for Re-vegetated Reclamation of Existing Gravel Mine	--	193	--	--
Total GHG Emissions	4,227	3,656	~~18,173~~ 18,212	~~25,354~~ 25,393
Net Increase Compared to Alternative 1 (Future No Action)	--	--	~~14,517~~ 14,556	~~21,698~~ 21,737

Source: Landau Associates, March 2017

As shown in the table above, the revised soil carbon GHG emissions estimates for Alternatives 2 and 3 are 18,212 and 25,393 metric tons carbon dioxide-equivalent (MT CO_2e) per year, respectively, over the 60-year project lifetime. Soil carbon GHG emissions for Alternatives 2 and 3 are less than 0.3 percent of the total GHG emissions for those alternatives. Additionally, the revised net increases for Alternatives 2 and 3 (compared to Alternative 1) are 14,556 and 21,737 MT CO_2e, respectively, which are still less than the 25,000 MT CO_2e significance threshold used for this EIS. Therefore, no significant adverse environmental impacts to air quality are expected as a result of the increased vegetation removal for Alternatives 2 and 3 as adjusted to address the more recent estimate of forest cover and park information associated with the Development Agreement and Master Development Plan.

3.7 Zoning Map Amendment & Master Development Plan

Both the Zoning Map Amendment and Master Development Plan incorporated as Exhibit J to the Lakepointe Urban Village Development Agreement are generally consistent with the Conceptual Land Use Plans for Alternatives 2 and 3 as set forth in Exhibit E to the Planned Action Ordinance (Covington Ord. No. 04-14) and the Potential Zoning map included on page 18 of the Hawk Property Subarea Plan (Covington Ord. No. 01-14).

The Master Development Plan is consistent with the Conceptual Land Use Plans for Alternatives 2 and 3 as set forth in Exhibit E to the Planned Action Ordinance (Covington Ord. No. 04-14) in all key aspects. First, the alignment of the "main street" or what is now referred to in the Development Agreement as the Covington Connector are very similar notwithstanding a shift to the west where the newly constructed will intersect with 204th Ave. leaving the Lakepointe Urban Village site. Second, all three plans show a central pond feature and three focal point/gathering spaces situated in similar locations. Third, the Alternative 3 Conceptual Land Use Plan and Master Development Plan both include a park & ride location at the SE 256th Street corner of the Lakepointe Urban Village Site and generally locate commercial development on the west side of

the Covington Connector and residential development on the eastside. Finally, all three plans show numerous similarly located trails for the public's use and access and Cedar Creek Park.

As for the Potential Zoning map included within the Subarea Plan, the proposed Zoning Map Amendment uses the same zones described therein: Regional Commercial Mixed Use (RCMU), Mixed Residential (MR), High Density Residential 12 du/ac and Medium Density Residential 6 du/ac. Consistent with the Potential Zoning map, the proposed Zoning Map Amendment shows the RCMU zone located adjacent to Highway 18 on the southwest portion of the Lakepointe Urban Village site; the MR zone continues to be centrally located within the site but has been pushed slightly north; the R-12 zone has been moved to the eastern side of the site in order to allow the location of townhomes adjacent to the pond area; and, lastly, the R-6 zone has been expanded to encompass the entire north portion of the site so that Jenkins Creek, Wetland A and their associated buffers areas are zoned have the lowest development potential.

Given the consistency between the Planned Action Ordinance's Conceptual Land Use Plans, the Potential Zoning map of the Subarea Plan, and the Zoning Map Amendment and Master Development Plan, no significant adverse environmental impacts are expected as a result of the Zoning Map Amendment and/or incorporation of the Master Development Plan (Exhibit J) into the proposed Lakepointe Urban Village Development Agreement.

3.8 Boundary Line Adjustment

The proposed Boundary Line Adjustment modifies the parcel boundary lines of five out of six of the lots comprising the Lakepointe Urban Village so that parcel boundaries within the site will match the zoning boundaries proposed in the Zoning Map Amendment. No new lots are created by the Boundary Line Adjustment.

Consistent with the analysis set forth in Section 3.7 above, no significant adverse environmental impacts are expected as a result of the Boundary Line Adjustment.

4.0 ENVIRONMENTAL REVIEW

4.1 Comparative Analysis by EIS Topic

Exhibit 1.7-1 of the Planned Action EIS highlighted the impacts that would potentially result from the alternatives analyzed in the Draft EIS. The Preferred Alternative in the Final EIS carried forward the growth range of Alternatives 2 and 3 as a preferred alternative range. Attached hereto is the same Exhibit 1.7-1 from the Final EIS with a column added for impacts that could potentially result from the proposed Lakepointe Urban Village Development Agreement.

Attachment B-1 of the Planned Action Ordinance (Covington Ord No. 04-14) establishes forty (40) specific mitigation measures based on the significant adverse impacts identified in the Planned Action EIS. The mitigation measures in Attachment B-1 shall apply to all Implementing Projects as set forth in the proposed Lakepointe Urban Village Development Agreement. Notwithstanding

the foregoing, certain provisions of the Development Agreement add detail and clarification to some of these mitigation measures. These provisions are discussed below.

Mitigation Measure #23 provides, amongst other things, that "[a]dditional buffer protection shall be provided by applying the wider King County buffer to Wetland A (which is contiguous with Jenkins Creek) following annexation." Section 26.3 and Exhibit I to the proposed Lakepointe Urban Village Development Agreement establishes buffers for Implementing Projects pursuant to King County Code requirements of 165-feet for Wetland A and 115-feet for Jenkins Creek.

Mitigation Measure #24 requires the creation of a Stewardship Program for natural open spaces and critical areas within the Lakepointe Urban Village. Section 26.2 of the proposed Development Agreement reconfirms this obligation of the Applicant.

Mitigation Measure #26(B) requires wetland and stream delineation for Panned Action Project applications. The obligations set forth therein have been satisfied in part by the Critical Area Study on Wetlands and Streams dated November 4, 2016 and incorporated into the proposed Development Agreement as Exhibit I.

Mitigation Measure #34(A) obligates the Applicant to construct the 204th Avenue SE Connector – a new 2-to-3 lane arterial between SE 256th Street and SE 272nd Street as the main spine road through the Lakepointe Urban Village. Section 30 of the proposed Development Agreement retitles this transportation improvement the "Covington Connector"; outlines the $24 million dollars appropriated by Washington State for construction of the road; discuses timing of completion of the Covington Connector; and requires the negotiation of a new Covington Connector Agreement following execution of the Development Agreement between the City and the Applicant to further define the responsibilities and obligations of both parties concerning the scope, design, construction and funding of the Covington Connector and associated intersection improvements.

Mitigation Measure #34(B) obligates the Applicant to construct a local roadway connection between 191st Avenue SE and the local internal roadway system at the south end of the Lakepointe Urban Village. Section 31 of the proposed Development Agreement confirms the Applicant's obligation to construct this local roadway connection and also sets a time requirement for completion – 2 years from substantial completion of the Covington Connector.

Mitigation Measure #35 sets forth the roadway capacity improvements that were identified in the Planned Action EIS to mitigate intersection operation impacts of Planned Action EIS Alternatives 2 and 3 and the proportionate share of total PM peak hour trips through each intersection that build-out of the Lakepointe Urban Village is expected to contribute. To mitigate such operational impacts, Mitigation Measure #35 requires Lakepointe Urban Village Implementing Project applicants to pay a proportionate share of the costs of the improvements needed to support concurrency. The Mitigation Measure did not, however, include details such as the timing of such payments nor the mechanism for payments related to improvements outside the city limits of Covington (i.e., for projects located within Maple Valley, Kent and King County). Therefore,

Sections 33 through 34 of the proposed Development Agreement describe the details for implementing roadway capacity improvements set forth in Mitigation Measure #35, including the incorporation of Exhibit S updating the Applicant's proportionate share of costs for transportation improvements not within the City's TIF program, and the timing and mechanisms for such mitigation payments to third party jurisdictions as well as to the City for the Transportation Mitigation Fee.

Mitigation Measure #39 requires in part that Lakepointe Urban Village Implementing Project applicants provide parks and trail facilities prior to or concurrent with development. Section 20 of the proposed Development Agreement sets forth additional details to ensure that park and trail facilities are indeed constructed and available concurrent with development. Section 20 requires a Lakepointe Urban Village Implementing Project applicant to demonstrate that any required park and recreation area has already been constructed or will be constructed prior to occupancy, and Section 20 requires that trail segments be completed along with adjacent development but in no case later than eight (8) years following approval of the Development Agreement or upon 75% buildout of the commercial square footage or 50% of the residential units, whichever comes first.

4.2 Technical Analysis Summary

The following summarizes technical analysis specifically prepared for the proposed Lakepointe Urban Village Development Agreement.

Earth and Groundwater

As discussed above, the proposed Lakepointe Urban Village Development Agreement at Exhibit I incorporates the Critical Areas Study for Geological Hazard Areas dated October 18, 2016.

The Critical Areas Study for Geological Hazard Areas dated October 18, 2016 concludes, consistent with the Planned Action EIS, that the Lakepointe Urban Village has no mapped: (i) flood or channel migration hazards; (ii) erosion hazard areas; or (iii) landslide hazard areas. The Critical Area Study maps steep slopes for the Lakepointe Urban Village in Figure 5 thereto and further categorizes those slopes into Natural Steep Slopes and Mine Related Steep Slopes. For all Natural Steep Slope segments along the south boundary slope west for the proposed Covington Connector, the Critical Areas Study recommends a buffer of 15 feet and for all Natural Steep Slope segments located on the east side of Covington Connector a buffer of 25 feet. For Mine Related Steep Slopes along the south side of the mine pit adjacent to the proposed central pond area, the Critical Areas Study recommends a buffer of 15 feet. All remaining Mine Related Steep Slopes, the Critical Areas Study concludes, may be altered and eliminated due to their association with previous mining activities.

Similar to the Planned Action EIS groundwater analysis, the Critical Area Study also finds that the southern portion of Lakepointe Urban Village is located within a mapped wellhead protection area

and a Category I and II critical aquifer recharge area but will conform to the application of CMC development regulations relevant to such areas including utilizing infiltration of stormwater runoff and recharge to the site groundwater to the maximum extent practical.

With the application of the steep slope buffers set forth in the Critical Areas Study for Geological Hazard Areas dated October 18, 2016 and Mitigation Measures 1 through 5, 8, 9, and 26 set forth in the Planned Action EIS, no significant adverse environmental impacts regarding earth and groundwater are expected as a result of adoption of the findings of this Critical Area Study in Exhibit I to the proposed Development Agreement.

Air Quality

Please refer to Section 3.6 above for a discussion of the Planned Action EIS's Green House Gas (GHG) analysis and biomass removal. Pursuant to the "Air Quality" discussion in the Planned Action EIS, the largest component driving GHG emissions is future operational activity. While biomass removal for the Lakepointe Urban Village has increased since the assumptions presented in the Planned Action EIS (i.e., seventeen (17) acres since the FEIS per the discussion in Section 3.6 above), future operational activity is based on the Alternatives 2 and 3 growth assumptions and the caps related to commercial square footage and residential units have not changed between the Preferred Alternative Range and the maximum development allowed pursuant to the terms of the proposed Development Agreement. See, e.g., Section 9 of the Development Agreement. As such, no significant adverse environmental impacts to air quality are expected as a result of adoption of the proposed Lakepointe Urban Village Development Agreement.

Plants and Animals

The Planned Action EIS for Lakepointe Urban Village requires that buffer widths outlined in the King County Code are provided for on-site wetlands and streams. The Critical Area Study on Wetlands and Streams sets forth the following classifications for the on-site critical areas based on the King County Code:

- **Wetland A – Category I:** The on-site wetland is a depressional wetland along Jenkins Creek and includes both depressional and riverine components. This wetland contains over one contiguous acre of mature forest, and therefore is a Category I wetland based on special characteristics. When rated for functions, this wetland received an overall score of 50 points, with a habitat score of 22 points. Category I wetlands that receive 22 habitat points are assigned a standard buffer of 165 feet per KCC 21A.24.325.

- **Jenkins Creek – Type F:** Jenkins Creek is a known fish-bearing stream, but it is not designated as a Shoreline of the State and is located in a basin identified as "medium". Therefore, Jenkins Creek is classified as a Type F stream. According to KCC 21A.24.358, Type F streams with anadromous or resident salmonids, as mapped in Jenkins Creek, typically receive a standard buffer of 115 feet.

The following table lists the area of wetland and buffer per parcel of the Lakepointe Urban Village. There are no wetland or buffer areas present on parcel 2022069162, 13022069001, or 3022069090.

Table One: Wetland and Buffer Areas On-site

Feature	Total Area On-site	Parcel 1922069012	Parcel 1922069041	Parcel 2022069152
Wetland A	928,291 square feet	592,328 square feet	38,971 square feet	296,984 square feet
Wetland A Buffer	689,934 square feet	372,391 square feet	79,298 square feet	238,245 square feet

It is important to note that the Planned Action EIS, see e.g., page 3-52 of the Draft Planned Action EIS, presumed a 165-foot buffer for Jenkins Creek and a 180-foot buffer for Wetland A. These buffer assessments, however, were based on field reconnaissance as opposed to field delineation. In addition, the Planned Action EIS based its 165-foot buffer for Jenkins Creek on the incorrect assumption that the basis was designated as "high" on the Basin and Shoreline conditions map. With the field delineation work completed in April 2016 for Critical Area Study on Wetlands and Streams dated November 4, 2016, review by the City, and the continued application of Mitigation Measures 22 through 30 of the Planned Action EIS, no significant adverse environmental impacts are expected as a result of adoption of the findings of this Critical Area Study in Exhibit I to the proposed Development Agreement.

Please refer to Section 3.6 above regarding the site-wide tree retention plan proposed in Section 18 of the proposed Lakepointe Urban Village Development Agreement. In addition, the Applicant has committed to apply for a preliminary jurisdictional determination from the Army Corps of Engineers for the Lakepointe Urban Village site. In accordance with the discussion in Section 3.6 regarding tree retention and the Earth Section of this SEPA Addendum regarding critical area buffer, the Applicant's commitment to federal permitting and the continued application of Mitigation Measures 22 through 30 of the Planned Action EIS, no significant adverse environmental impacts to plants and animals are expected as a result of adoption of the proposed Lakepointe Urban Village Development Agreement.

Noise

As described in Section 3.7 above, the road alignment for the Covington Connector through Lakepointe Urban Village Subarea as shown in the Master Development Plan and the Master Circulation Plan (incorporated as Exhibits J and K to Development Agreement) is similar to that studied in the Planned Action EIS. Traffic noise mitigation, as set forth in Mitigation Measure #33 shall still apply to Implementing Projects within the Lakepointe Urban Village. No additional significant adverse environmental impacts from noise are expected as a result of adoption of the proposed Lakepointe Urban Village Development Agreement.

Land Use Patterns/Plans and Policies

Please refer to Section 3.7 above regarding the Master Development Plan's and Zoning Map Amendment's consistency with the Hawk Property Subarea Plan (Covington Ord. 01-14) and Planned Action Ordinance (Covington Ord. 04-14).

It should also be noted that with the Zoning Map Amendment as well as the Master Development Plan it is anticipated that a different mix of housing types than was specifically studied in the Planned Action EIS will result as set forth below:

Exhibit 3.8-10. Proposed Land Use for the Action Alternatives

Land Use Type	Unit	Alternative 2 Minimum Urban Village	Alternative 3 Maximum Urban Village	Proposed Site Plan
Residential				
Single Family Detached	Dwelling Units	130	200	20
Townhomes	Dwelling Units	270	400	170
Multifamily	Dwelling Units	600	900	1310
Commercial				
Large Format Retail	Square Feet	600,000	708,940	708,940
Iconic/Local Retail	Square Feet	80,000	141,060	141,060
Park & Ride Lot	Parking Spaces	0	125	125

With the increase of multifamily as a percentage of the overall housing mix type, there will be a corresponding decrease in peak hour trips and the number of students generated by the Lakepointe Urban Village as the generation rates associated with a multifamily unit are less than that of a single family detached or townhome unit. Similarly, the CMC-required park acreage for the Lakepointe Urban Village decreases to approximately 4.87 acres because the per unit requirement is less for a multifamily unit (100 sf per mf unit) as compared to a townhome (density of 8 units or less) or single family unit (450 per unit).

Transportation

Please refer to the above discussion regarding Mitigation Measures 34 and 35.

It is important to note that while the proposed Lakepointe Urban Village Development Agreement acknowledges Washington State's appropriation of funds to the construction of the Covington Connector, Section 30 of the Development Agreement specifically notes that such appropriation in no way absolves the Applicant from its obligations to construct such improvement under the terms of the Planned Action Ordinance (Covington Ord. 04-14) and further acknowledges at Section 30 that if the cost to construct exceeds the appropriation the Applicant shall be responsible

for a mitigation payment of the amount of excess in an amount not to exceed the percentage of the overall project cost.

In addition, in order to facilitate the mitigation of transportation outside of the Covington city limits, Section 32 provides a mechanism whereby the Applicant may make mitigation payments directly to the Cities of Maple Valley and Kent as well as King County or negotiate alternative methods of mitigation directly with those identified jurisdictions.

With the application of Mitigation Measures 34 through 36 of the Planned Action EIS as well as Section VI and Exhibit S of the Proposed Lakepointe Urban Village Development Agreement, no significant adverse environmental impacts to transportation are expected as a result of adoption of the proposed Lakepointe Urban Village Development Agreement.

5.0 APPENDICES

- Updated Exhibit 1.7-1. Summary of Impacts by Alternative
- Hawk Property Subarea SEPA Checklist and Mitigation Document & Supplement Sheet for Non-Project Actions dated November 17, 2016.
- Exhibit I, Part 1, of Development Agreement: Critical Area Study on the Wetland and Streams for Lakepointe Urban Village dated November 4, 2016; AND
- Exhibit I, Part 2, of Development Agreement: Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016

6.0 REFERENCES

- Covington Northern Gateway Area Study, published in August 2012;
- Hawk Property Subarea Plan dated February 11, 2014 (Covington Ord. No. 01-14);
- Hawk Property Planned Action Draft Environmental Impact Statement dated July 2013;
- Hawk Property Planned Action Final Environmental Impact Statement dated November 2013;
- Hawk Property Planned Action Ordinance dated February 11, 2014 (Covington Ord. No. 04-14);
- Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016;
- Critical Area Study on the Wetland and Streams for Lakepointe Urban Village dated November 4, 2016; and
- Hawk Property Subarea SEPA Checklist and Mitigation Document & Supplement Sheet for Non-Project Actions dated November 17, 2016.

7.0 SIGNATURE

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED IN THIS SEPA ADDENDUM IS TRUE, CORRECT AND COMPLETE. I

DRAFT

UNDERSTAND THAT THE LEAD AGENCY IS RELYING ON SUCH INFORMATION TO MAKE ITS DECISION.

Prepared by: Oakpointe Land Covington, LLC

Signature: .....

Name of Signee: Colin Lund

Date: _____, 2017

DRAFT

APPENDICES

Please see attached.

DRAFT

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
3.1 Earth				
Steep Slope and Landslide Hazard Impacts	The Hawk Property Subarea contains no areas mapped as landslide hazard by the City of Covington. However, mining activities at the site have created steep slopes mostly below the water table. In some areas, these slopes likely present moderate to high steep slope and landslide hazards.	Landslide hazard impacts are similar to Alternative 1. While the likelihood of landslide occurrence will not be substantially affected by development, the consequences of potential landslides would increase due to development in and around the affected zones (i.e., slides occurring in undeveloped areas will have no structures to affect). Stability of post-reclamation steep slopes will need to be assessed during the design phase. Depending on the design details of the proposed extension to 204th Avenue, which ascends a hill in the southeast corner of the site, additional stability assessments may be needed in this area as well.	The impacts would be similar to those described for Alternative 2.	The Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016 confirms that there are no slopes located within the Lakepointe Urban Village that meet the criteria of landslide hazard areas as defined in the CMC. The study further recommends steep slope buffer widths varying from 15 feet to 25 feet depending on location to help further mitigate the impacts raised under Alternatives 2 and 3. There are no additional impacts raised by the Lakepointe Urban Village Development Agreement or associated materials.
Erosion Hazard Impacts	The Hawk Property Subarea contains no areas mapped as erosion hazard by the City of Covington. Due to the relatively flat topography and permeable near-surface soil at the Hawk Property Subarea, erosion hazards at the site are expected to remain low after reclamation. However,	Erosion hazard impacts for the minimum buildout alternative are similar to Alternative 1. However, site development will inevitably reduce erosion potential in areas surfaced with impervious development (e.g., buildings, concrete, pavement, etc.) and potentially increase in areas	Impact under Alternative 3 would be similar to Alternative 2.	The Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016 confirms that the soil types mapped on the Lakepointe Urban Village do not meet the criteria for erosion hazard areas. There are no additional impacts raised by the

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	the site should be evaluated for erosion after reclamation as reclamation backfill may contain soil with greater erosion susceptibility.	where surface runoff is concentrated if not controlled by other means. Erosion potential will likely be highest during construction, particularly on slopes that exceed 15 percent. Construction activities will also tend to increase erosion due to soil disturbance. Soil erosion Best Management Practices should be utilized during construction to manage/ minimize these effects.		Lakepointe Urban Village Development Agreement or associated materials related to erosion hazards.
Seismic Hazard Impacts	Potential seismically induced settlement and/or liquefaction will not create a significant hazard if the site is not developed.	Potential seismic hazards include soil liquefaction and ground rupture. The liquefaction hazard potential associated with reclamation fill can be substantially reduced by adequately compacting good quality fill (discussed further under "Mitigation Measures"). The Hawk Property Subarea lies about 8½ miles south of the Seattle Fault Zone and 7 miles north of the Tacoma Fault Zone (DNR 2013b). Accordingly, it is the opinion of the EIS author that ground rupture will not be a significant part of the site-specific seismic design for the future site improvements, and mitigation to	Impact under Alternative 3 would be similar to Alternative 2.	The Critical Areas Study for Geological Hazard Areas Lakepointe Property dated October 18, 2016 does not raise any inconsistencies with the conclusions of the EIS author regarding seismic hazard impacts. Impacts under the Development Agreement are consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		prevent ground rupture impacts will not be required.		
3.2 Surface Water				
Construction	Under Alternative 1, construction impacts would be similar to existing conditions. ●Sediment transport, erosion, fuel, and other spills would be the main pollution concerns. ● Runoff rates may increase. ●Sediment control measures would be implemented. ●A Spill Prevention Plan would be developed. ●Land would be less disturbed than under Alternatives 2 and 3.	Under Alternative 2, construction impacts would convert from mineral extraction to a mix of residential and commercial uses: ●Sediment transport, erosion, fuel, and other spills would be the main pollution concerns. ● There could be an increase of runoff rates ●Sediment control measures would be implemented. ● A Spill Prevention Plan would be developed. ●There would be larger sediment control facilities. ●There may be more potential for sediment transport and higher erosion risk. ●There would be more construction equipment. ● Alternative 2 is anticipated to generate 75.8 acres of new impervious surface, about 35% of the total study area.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater: ●Sediment transport, erosion, fuel, and other spills would be the main pollution concerns. ●There could be an increase of runoff rates. ●Sediment control measures would be implemented. ● A Spill Prevention Plan would be developed. ●There would be larger TESC facilities. ●More potential for sediment transport and higher erosion risk. ●There would be more construction equipment. ●Alternative 3 is anticipated to generate 99.6 acres of new impervious surface, about 47% of the total study area.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to surface water in the Planned Action EIS. Construction impacts to surface water from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Operations	Under Alternative 1, operations impacts would be similar to	Under Alternative 2, construction impacts would result from the	Impacts under Alternative 3 would be similar to Alternative 2, though	The provisions of the Lakepointe Urban Village Development

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	existing conditions. ● Continue to discharge stormwater runoff to the pond.	development of the reclaimed mine site to a mix of residential and commercial uses: ●Traffic and transportation and parking facilities would be a significant source of pollutants. ●There is a possibility of flow rate increases due to the increase of impervious area. ●Potential water quality concerns from the use of fertilizers and herbicides in parks and lawn areas.	the overall intensity of development would be greater: ● Traffic and transportation and parking facilities would be a significant source of pollutants. ●There is a possibility of flow rate increases due to the increase of impervious area. ● Potential water quality concerns from the use of fertilizers and herbicides in parks and lawn areas.	Agreement do not change the impact analysis related to surface water in the Planned Action EIS. Operational impacts to surface water from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Cumulative	There could be reduced surface water quality in the immediate vicinity as a result of expanded asphalt batch plant activities.	The current water quality treatment will be upgraded as the site develops.	The current water quality treatment will be upgraded as the site develops.	Consistent with Alternatives 2 and 3, current water quality treatment will be upgraded as the Lakepointe Urban Village site develops pursuant to the terms of the Development Agreement.
3.3 Groundwater				
Construction	Under Alternative 1, no appreciable construction impacts occur in association with construction of a new asphalt batch plant facility. Reclamation would also proceed under Alternative 1.	Under Alternative 2, the existing asphalt batch plant would be demolished, reclamation implemented, and a new urban village constructed. Impacts to groundwater may occur during construction due to infiltration of untreated stormwater, transportation-related spills, and	Impacts would be similar under Alternatives 2 and 3; there would be greater impervious area and level of development under Alternative 3.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to groundwater in the Planned Action EIS. Construction impacts to groundwater from Lakepointe Urban Village development as described in the Development

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		National Pollutant Discharge Elimination System (NPDES) permitted discharges.		Agreement are consistent with Alternatives 2 and 3.
Operations	Continuing and additional industrial uses may increase in untreated stormwater infiltration and pose an increased risk of impacts to groundwater quality.	Reductions in groundwater recharge will occur due to 75.8-acres of impervious surface; this is not likely to affect groundwater users.	Reductions in groundwater recharge will occur due to 99.6-acres of impervious surface; this is not likely to affect groundwater users.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to groundwater in the Planned Action EIS. Operational impacts to groundwater from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Cumulative	Groundwater quality may be impacted over time by the asphalt batch plant use given the current stormwater management.	With implementation of Alternative 2 impacts may include: ● Improved groundwater quality due to stormwater treatment upgrades. ● Reduction of groundwater recharge. ●Potential reduction of seasonal baseflow contributions to Jenkins Creek. The site represents less than 2% of the recharge area for this reach of the creek and net effects, if they occurred, would be small.	●Impacts would be similar under Alternatives 2 and 3; there would be greater impervious area and level of development under Alternative 3.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to groundwater in the Planned Action EIS. Cumulative impacts to groundwater from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
3.4 Air Quality				
Construction	Under Alternative 1 no development would occur, apart from a minor expansion of the asphalt batch plant, so minimal construction-related impacts would occur.	Under Alternative 2, air quality impacts to nearby homes or businesses could occur as a result of fugitive dust or tailpipe emissions from new construction sites.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to air quality in the Planned Action EIS notwithstanding a slight change to GHG emissions related to increasing biomass removal from 9 acres to 26 acres compared to FEIS assumptions. Construction impacts to air quality from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Operations	Under Alternative 1 the ongoing asphalt batch plant operations would emit air pollutants from stationary industrial equipment, mobile on-site equipment, and tailpipes of haul trucks. It is unlikely those emissions would cause ambient concentrations to approach the National Ambient Air Quality Standards.	Under Alternative 2, air pollutants would be emitted from tailpipes of on-road vehicles and from stationary equipment, parking lots and loading docks at commercial businesses. It is unlikely those emissions would cause ambient concentrations to approach the National Ambient Air Quality Standards.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to air quality in the Planned Action EIS. Operational impacts to air quality from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
Indirect	Under Alternative 1 tailpipe emissions from haul trucks serving the ongoing asphalt batch plant operations would slightly affect air quality along public roads outside the study area. It is unlikely those emissions would cause ambient concentrations to approach the National Ambient Air Quality Standards.	Under Alternative 2, tailpipe emissions from new cars and trucks traveling on public roads outside the study area would slightly affect air quality. It is unlikely those emissions would cause ambient concentrations to approach the National Ambient Air Quality Standards.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to air quality in the Planned Action EIS. Indirect impacts to air quality from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Cumulative	Under Alternative 1, the annual greenhouse gas emissions would be less than the existing emissions.	Under Alternative 2, greenhouse gas emissions generated from new building construction, space heating, and on-road vehicles would cumulatively contribute to global climate change. However, the increased emissions caused by this proposed action would be small and would not be significant.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to air quality in the Planned Action EIS notwithstanding the modification to construction impacts related to biomass removal discussed above. Cumulative impacts to air quality from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
3.5 Plants & Animals				
Construction	It is generally assumed, no new critical area buffer impacts would occur under Alternative 1. Increased runoff, erosion, and transportation-spills may all occur during clearing, grading and construction.	New road construction is likely to require some critical area buffers impacts. Increased runoff, erosion, and transportation-spills may all occur during clearing, grading and construction. Existing stands of vegetation, potentially including approximately 9-acres forest, may be cleared. Trails shown at this time are conceptual in nature and actual locations will be determined in the course of future site planning and permit review; final trail plans will need to comply with the City's CAO which requires impact avoidance and minimization to the extent feasible.	Impacts under Alternatives 2 and 3 are similar.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to plants and animals in the Planned Action EIS notwithstanding a small reduction in location of buffer widths to reflect the findings of the critical area study on wetlands and streams dated 11/4/2016. Larger King County buffers compared to City buffers apply per the Planned Action. Construction impacts to plants and animals from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3 notwithstanding an increase in potential cleared forest land from 9 acres to 26 acres.This is a more accurate estimate of forested area, but does not change the overall conceptual land use plan which contonies to show a similiar footprint of development and critical area protection/set aside. Additional analysis contained within Section 10.5 of the Development Agreement and

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
				associated Exhibit N confirm that the Lakepointte Urban Village will be developed in compliance with the City's substantive tree retention requirements. A similiar set aside for the northeastern portion of the property containing Jenkins Creek and wetlands continues with the Master Development Plan. The trail locations shown on Exhibit T remain conceptual and will still need to comply with the City's CAO.
Indirect	Some wildlife could be displaced by an increase in adjacent asphalt batch plant industrial land use. Open water area will be reduced as the reclamation plan is implemented, displacing waterfowl.	Higher intensity adjacent land use is likely to increase critical area disturbance by people and pets. Open water area will be reduced as the reclamation plan is implemented, displacing waterfowl.	Impacts under Alternatives 2 and 3 are similar.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to plants and animals in the Planned Action EIS. Indirect impacts to plants and animals from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3.
Cumulative	Some habitat loss would occur as the reclamation plan is implemented and new facility constructed. Site use by the	Some habitat loss would occur as the reclamation plan is implemented, additional land is cleared, the urban village is	Impacts under Alternatives 2 and 3 are similar.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to plants

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	following priority species is likely to decline: pileated woodpecker, Vaux's swift, purple martin, and cavity-nesting ducks.	constructed, and land use intensity increases. Site use by the following priority species is likely to decline: pileated woodpecker, Vaux's swift, purple martin, and cavity-nesting ducks. There may be increased habitat fragmentation, and a reduction or loss of on-site habitat.		and animals in the Planned Action EIS. Cumulative impacts to plants and animals from Lakepointe Urban Village development as described in the Development Agreement are consistent with Alternatives 2 and 3. It should also be noted that since the City of Covington's adoption of the Planned Action EIS and Subarea Plan, the Department of Natural Resources (DNR) Reclamation Permit 70-011068 associated with the Lakepointe Urban Village site was revised and approved by DNR on July 13, 2016 and Applicant has applied for a Jurisdictional Determination from the United State Army Corps of Engineers under NWS-2016-951 for the existing pond on the site.
3.6 Noise				
Construction	Under Alternative 1 (No Action), the mine would not be developed after reclamation is completed, apart from a small asphalt batch plant expansion and therefore, minor construction noise would be produced within the gravel mine	Under Alternative 2 construction of new homes and commercial buildings within the study area would generate temporary construction noise at other existing homes and businesses in the vicinity.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater which may increase construction traffic and associated equipment that would generate noise.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to noise in the Planned Action EIS. Noise impacts from the construction of Lakepointe Urban Village as

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	area.			described in the Development Agreement are consistent with Alternatives 2 and 3.
Operations	Noise from the mine reclamation will cease, but the asphalt batch plants will continue to operate and potentially expand. Asphalt batch plant noise would be negligible at the residential receivers including the existing residential area south of the mine site.	Under Alternative 2 noise generated by stationary equipment and loading docks at commercial businesses would increase noise levels at nearby dwellings. However, commercial noise sources would be regulated under the City's noise code, and would be required to be designed to avoid noise impacts to nearby neighbors. Increased population and development could lead to the following types of events, which could result in future traffic noise impacts: ● Increases in traffic volumes along existing streets, with resulting impacts on existing homes near the streets; and ● Construction of new streets through lightly developed land. For example, there would be added noise along both the existing and proposed new segments of 204th Avenue SE.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater, generating more traffic trips and associated noise.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to noise in the Planned Action EIS. Noise impacts from operations of Lakepointe Urban Village as described in the Development Agreement are consistent with Alternatives 2 and 3.
Indirect	Under Alternative 1 haul trucks associated with the asphalt batch	Under Alternative 3 additional vehicles traveling on public streets	Impacts under Alternative 3 would be similar to Alternative 2, though	The provisions of the Lakepointe Urban Village Development

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	plant operation would generate noise along public roads outside the study area.	in existing neighborhoods outside the study area would increase traffic noise levels at dwellings near the street.	the overall intensity of development would be greater, generating more traffic trips and associated noise.	Agreement do not change the impact analysis related to noise in the Planned Action EIS. Indirect noise impacts generated by Lakepointe Urban Village as described in the Development Agreement are consistent with Alternatives 2 and 3.
3.7 Land Use Patterns/Plans and Policies				
Land Use Patterns	Under Alternative 1, land use patterns would be similar to existing conditions. Employment is anticipated to increase slightly, including development of an additional 7,500 square feet of industrial building space, added to the existing asphalt batch plant. Use of the property would remain unchanged.	Under Alternative 2, land use patterns would convert from mineral extraction to a mix of residential and commercial uses: ● Residential development would increase by approx. 1,000 dwelling units. ● Commercial development would increase by approx. 680,000 square feet. ●Impervious surface coverage would increase by approx. 75.8 acres. ●Allowed building heights would be 35 feet for commercial, single-family, and townhome development. Multifamily residential uses would be allowed up to 60 feet.	Impacts under Alternative 3 would be similar to Alternative 2, though the overall intensity of development would be greater: ● Residential development would increase by approximately 1,500 dwelling units. ●Commercial development would increase by approximately 850,000 square feet. ● Impervious surface coverage would increase by approximately 99.6 acres. ●Building heights would be similar to Alternative 2.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to land use patterns in the Planned Action EIS. Impacts created by the land use patterns proposed for the Lakepointe Urban Village as described in the Development Agreement are consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
Land Use Policies	Under Alternative 1, no subarea plan would be adopted, and the site would continue as an asphalt batch plant and reclaimed gravel mine, consistent with current zoning, comprehensive plan land use designations, and issued permits.	Alternative 2 is generally consistent with adopted policy frameworks, including the Growth Management Act, King County Countywide Planning Policies, and the Covington Comprehensive Plan. The Subarea Plan identifies the land use designations and goals and policies that would amend the Comprehensive Plan. In addition, capital facilities studied in the EIS should be included in the Comprehensive Plan. Minor housekeeping text amendments should be made to reflect the change in the mine site status from a reclaimed property to an urban village.	Alternative 3 is generally consistent with adopted policy frameworks, including the Growth Management Act, King County Countywide Planning Policies, and the Covington Comprehensive Plan. Integration of the Subarea Plan and additional housekeeping amendments would be needed as identified for Alternative 2. Because of the inclusion of a Park-and-Ride facility, Alternative 3 provides greater consistency with GMA policies for promotion of carpooling, ridesharing, and transit use.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to land use policies in the Planned Action EIS. Impacts created by the land use policies proposed for the Lakepointe Urban Village as described in the Development Agreement are consistent with Alternatives 2 and 3, including the provision of an approximate location for a Park-and-Ride facility in the MDP (Exhibit J). Section 10.1 of the Development Agreement proposes a reduction to the City's building frontage requirements along a segment of the Covington Connector. A reduction from 60 percent building frontage to 40 percent building frontage will not have a significant reduction in the pedestrian experience. Such reduction is of negligible quantity and significantly relative. The pedestrian experience throughout the entire project, including the Covington Connector with the

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
				proposed 40 percent building frontage will truly be urban. The benefits of more landscaping and less surface parking are an equal or favorable tradeoff to a 60 percent building frontage requirement. No significant adverse environmental impacts are foreseen as a result of this reduction.
3.8 Transportation				
Traffic Volumes	Vehicle trips are expected to be similar in magnitude to the number of trips currently generated by the site.	Alternative 2 is projected to generate approximately 28,900 total daily trips, of which about 22,000 are expected to be new trips on the roadway system. Of these, about 2,600 are expected to occur during the PM peak hour, with about 2,000 reflecting new trips on the roadway system.	Alternative 3 is projected to generate approximately 36,500 total daily trips, of which about 28,300 are expected to be new trips on the roadway system. Of these, about 3,300 are expected to occur during the PM peak hour, with about 2,600 reflecting new trips on the roadway system.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to traffic volumes in the Planned Action EIS. The Development Agreement does not authorize traffic volumes beyond the Trip Ceiling of 2,578 new PM peak hour primary trips. See Section 22.2 of the Development Agreement.
Intersection Operations	Under future 2035 conditions with build-out of local and regional land use plans, 18 intersections defined in the City of Covington's Concurrency Management Program are projected to operate at level of service (LOS) E or F	Alternative 2 is expected to: ● Add delay to 17 intersections located in Covington and Maple Valley that are projected to operate at LOS E or F during the PM peak hour under Alternative 1. ● Reduce trips and/or average	Impacts would be similar to Alternative 2. There would be a projected reduction in trips and average delay at five intersections which would improve operations to LOS D during the PM peak hour; operation at one location would	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to intersection operations in the Planned Action EIS. Section 22 of the Development Agreement

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	during the PM peak hour, which exceeds the City's standard of LOS D. Five intersections defined in the City of Maple Valley's Concurrency Management Program are projected to operate at LOS E or F, as well as the weighted average delay of the City's North and South concurrency groups, which exceeds the City's standard of LOS D.	delay at six intersections located in Covington that are projected to operate at LOS E or F during the PM peak hour under Alternative 1, due to shifts in traffic patterns resulting from the proposed 204th Avenue SE connector roadway. Operation at one of the locations is expected to improve to LOS D, eliminating the need for mitigation. ● Degrade operations to LOS E or F during the PM peak hour at four locations in Covington that are projected to operate at LOS D or better under Alternative 1.	improve to LOS D, eliminating the need for mitigation at this location.	incorporates the transportation mitigations set forth in the Planned Action EIS and Exhibit D further clarifies and defines Appendix D to the Planned Action EIS.
Arterial Segment	The City's Transportation Adequacy Measure (TAM) thresholds are only applied to proposed new developments. If the existing asphalt batch plant were to expand, it would be subject to City concurrency regulations, but would be expected to generate a negligible number of PM peak hour trips on citywide arterial segments. Therefore, under Alternative 1, no impacts related to arterial segments are identified.	The 2035 TAM value is projected to be 0.75 for Alternative 2, which is below the City's 0.89 threshold. No impacts related to arterial segments are identified.	The 2035 TAM value is projected to be 0.78 for Alternative 3, which is below the City's 0.89 threshold. No impacts related to arterial segments are identified.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to arterial sergments in the Planned Action EIS.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
Site Access and Circulation	With Alternative 1, the 204th Avenue SE Connector would not be built. Although the subarea would generate a low volume of trips that would not require an additional major access point, this alternative would also not receive the benefit of adding another route option for vehicles traveling between SE 272nd Street and SR 18. With Alternative 1, the 191st Avenue SE Local Connector would not be built. However, since there would be no demand to be served between the site and the residential neighborhood to the south, no adverse impact is identified. No new site access points would be constructed, and a low volume of traffic generated by continuing operation of the asphalt pavement plant would continue to access the site via SE 256th Street. No adverse impact related to site access and circulation is expected to result.	The proposed new 204th Avenue SE Connector, between SE 256th Street and SE 272nd Street, would serve as the spine of the site's internal roadway circulation system, would provide a second major roadway connection to the site from the east, and would provide an additional emergency vehicle access point. Additionally, it would carry vehicle trips not related to the proposed project, traveling between SE 272nd Street (east of 204th Avenue SE) and the SR 18/SE 256th Street interchange. This would result in a reduction of overall trips using SE 272nd Street between 204th Avenue and SE Wax Road, and also using SE Wax Road/180th Avenue SE between SE 272nd Street and SE 256th Street. This connection is also expected to attract trips currently cutting through residential neighborhoods (e.g. via Timberlane Way SE) to access the SE 256th Street/SR 18 ramps while avoiding the SE 272nd Street/SE Wax Road intersection, reducing volumes on those neighborhood	Impacts would be similar to Alternative 2.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to site access and circulation in the Planned Action EIS. See Section 22.3 of the Development Agreement regarding the construction of the new 204th Avenue SE Connection, i.e. "Covington Connector" as well as the requirement for a Covington Connector Agreement with the City. Since adoption of the Hawk Property Subarea Plan (Ord. No. 01-14) and the Planned Action Ordinance (Ord. No. 04-14), the State of Washington has appropriated $24 million dollars to the construction of the Covington Connector. The Applicant acknowledges within Section 22.3.4 of the Development Agreement that such appropriation does not alter the mitigation requirements set forth in the Planned Action EIS regarding the Covington Connector.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		roadways. The additional trips generated on 204th Avenue SE would degrade the stop-controlled intersection at SE 272nd Street to LOS F. However, if mitigation is provided at this intersection, the new roadway connection is expected to result in an overall benefit to the citywide road system, by providing more options for vehicles traveling between SE 272nd Street and SR 18.		
		The proposed 191st Avenue SE Local Connector would provide a direct connection between the subarea and residential development located to the south. It would also provide an additional emergency vehicle access point. This connector is expected to have a beneficial effect on city-wide roadway operations because it would allow direct access between the subarea and adjacent residential development. Without this connection, trips generated to and from these neighborhoods would	Impacts would be similar to Alternative 2.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to the 191st Avenue SE connection in the Planned Action EIS. See Section 22.5.6 of the Development Agreement both requiring the Applicant's construction of the 191st Avenue SE connection as well as imposing timing requirements thereon.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		need to use SE 272nd Street and access the site via SE 256th Street or 204th Avenue SE. This would increase overall vehicle miles traveled on the roadway system, and would also increase traffic volumes along these alternate routes. With traffic calming measures such as on-street parking, landscaping, and/or devices such as traffic circles in place to discourage cut-through traffic, no adverse transportation impacts are expected to result from this connection.		
		The internal roadway and walkway system within the subarea would be subject to City design standards provided in the Covington Design Guidelines CMC Chapter 18.50, to ensure that internal mobility and safety objectives are met. With City design standards incorporated into site design, no adverse internal circulation impacts are expected to result.	Impacts would be similar to Alternative 2.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to internal circulation in the Planned Action EIS. City design standards shall apply to Lakepointe Urban Village's internal roadway and walkway system.
Traffic Safety	Historical collision data in the site vicinity do not indicate any unusual safety concerns and the addition of future projected traffic	Impacts would be similar to Alternative 1, although Alternative 2 would add more trips to the roadway system, as compared to	Impacts would be similar to Alternative 1, although Alternative 3 would add more trips to the roadway system, as compared to	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to traffic

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	is not expect to substantially change overall safety conditions. Projected increases in vehicle traffic on the study area street network resulting from regional land use growth could increase the potential for vehicle conflicts. High average delays at stop-controlled intersections projected to operate at LOS E or F with all three alternatives could also result in drivers on the stop-controlled approaches taking shorter gaps to cross or enter the major street, which could increase the potential for vehicle conflicts. However, mitigation identified to address operational impacts would also address potential safety issues at these locations. None of the three alternatives are expected to result in significant adverse impact to traffic safety.	Alternative 1.	Alternative 1.	safety in the Planned Action EIS. Traffic safety impacts created by the Lakepointe Urban Village as described in the Development Agreement are consistent with Alternatives 2 and 3.
Transit	No residential or retail land uses would be constructed with this alternative, and no transit demand is expected to occur at the site.	Alternative 2 is expected to generate some transit trips. The area is served by two bus routes with stops located within one-half mile of the site. The decision to extend transit service to the site	The potential effects on transit due to Alternative 3 would be similar to those described for Alternative 2. However, the proposed park & ride lot with this alternative, as well as higher	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to transit in the Planned Action EIS. The effects on transit created by the

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		would be at the discretion of King County Metro and/or Sound Transit and could be dependent on funding availability. However, higher density residential and commercial development could encourage extension of transit routes to directly serve the site. Higher density could potentially also encourage private transit services (such as Microsoft's Connector buses) to stop at the site. No adverse impacts to transit are expected to result.	density residential and commercial development compared to Alternative 2 would increase the likelihood that public or private transit service would be extended to directly serve the site. No adverse impacts to transit are expected to result from Alternative 3.	Lakepointe Urban Village as described in the Development Agreement are consistent with Alternative 3. The approximate location for a park & ride lot within the Lakepointe Urban Village is shown on Exhibits J & K of the Development Agreement.
Non-Motorized Facilities	No residential or retail land uses would be constructed, and no non-motorized demand is expected to occur at the site.	Alternative 2 is expected to generate pedestrian and bicycle trips. It includes proposed connections to the planned future trails that would be located adjacent to the site, which would encourage nonmotorized travel to and from the site. Both major roadways providing access to the subarea (existing SE 256th Street and proposed 204th Avenue SE connector) would have sidewalks that would allow non-motorized traffic to be separated from vehicular traffic. No adverse impacts to nonmotorized facilities	Impacts would be similar to Alternative 2, although higher retail and residential density under Alternative 3 would be expected to generate a higher level of non-motorized activity.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to non-motorized demand in the Planned Action EIS.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		are expected to result.		
Parking	No residential or retail land uses would be constructed, and no parking demand beyond what is needed to support continued operation of the asphalt plant is expected to occur at the site.	The parking supply within the subarea would be subject to City code requirements (CMC Chapter 18.50 Development Standards – Parking and Circulation) to ensure that adequate parking supply is provided to meet demand. With City parking code requirements incorporated into site design, no adverse parking impacts are expected to result.	Impacts would be similar to Alternative 2, although higher retail and residential density under Alternative 3 would be expected to require a greater amount of parking supply.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to parking in the Planned Action EIS. Section 10.2 of the Development Agreement provides an allowance for shared parking facilities located not more than 1/4 mile from uses for the Lakepointe Urban Village (as opposed to the CMC requirement of 800 feet). Such allowance may result in increased parking distances for some Lakepointe Urban Village users; however, no significant adverse environmental impacts are expected to result because such shared parking is required to be supported by a shared parking analysis, shared parking agreement, and enhanced pedestrian amenities.
Freight Mobility and Access	No substantial increase in truck traffic is anticipated and no adverse impact to freight mobility	Alternative 2 would generate delivery trucks typical of retail development, but increases are	Impacts would be similar to Alternative 2 although higher retail and residential density under	The provisions of the Lakepointe Urban Village Development Agreement do not change the

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	or access is expected to occur.	not anticipated to substantially change the overall percentage of trucks within the project study area. This alternative would increase traffic volumes on roadways that also carry freight and some additional delays are expected. However, this alternative would also include two roadway connectors that are expected to have beneficial effect on citywide roadway operations. New development within the subarea would be subject to City code requirements for loading spaces (CMC Chapter 18.50.070). With City loading space requirements incorporated into site design and mitigation in place to address identified traffic operational impacts, no adverse impacts to freight mobility or access are expected to result.	Alternative 3 would be expected to generate a higher traffic volumes and truck trips.	impact analysis related to freight and mobility in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3.
Construction	The No Action alternative is not expected to generate a substantial amount of truck traffic, although addition of building square footage at the existing mine site would generate some construction vehicle trips.	During development of the Hawk Property site with Alternatives 2 and 3, construction activities would generate truck and construction worker commute trips that could potentially disrupt vehicular and non-motorized	Impacts would be similar to Alternative 2 although higher retail and residential density under Alternative 3 would be expected to generate a higher number of construction truck and worker commute trips.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to construction traffic in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		traffic. Activities that typically generate the largest construction traffic volumes are earth excavation and concrete pours. Improvement of the existing segment of SE 204th Avenue could also be disruptive to existing residences located along the roadway. In addition to truck and worker commute trips generated by construction activities, construction in the roadway right-of-way could require temporary lane narrowings or closures. Access to adjacent properties would need to be maintained at all times.		described in the Development Agreement would be consistent with Alternatives 2 and 3.
3.9 Public Services				
Police Protection	No additional population would result under the No Action Alternative, and no additional demand for police protection would be generated.	Approximately 1,838 residents would be added to the City's population under Alternative 2. At the current LOS standard, this would create demand for approximately 3 additional officers. The cost associated with contracting for additional police services from King County can be at least partially offset by increased tax revenue from development of the subarea.	Approximately 2,760 residents would be added to the City's population under Alternative 3. At the current LOS standard, this would create demand for approximately 4.5 additional officers. The cost associated with contracting for additional police services from King County can be at least partially offset by increased tax revenue from development of the subarea.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to police protection in the Planned Action EIS other than potentially decreasing demand for such services as a result of less population growth associated with increasing the percentage of multifamily units in the overall housing type mix. Impacts created

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
				by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3. In addition, the Development Agreement at Section 18.1 provides for a location for a police storefront substation with the Lakepointe Urban Village.
Fire Protection	Under the No Action Alternative, no population growth would occur in the Hawk Property Subarea. As a result, no additional demand for fire protection services is anticipated.	Increased residential and commercial development under Alternative 2 would create additional demand for fire protection: ●140 additional emergency responses annually from residential development; ●75 additional emergency responses from annually from commercial development; and ●Increased workload at KFD Station 78 requiring 2 additional 24-hour staff. Construction of the spine connector street through the subarea would also improve emergency response time from Station 78 to the subarea and surrounding	Increased residential and commercial development under Alternative 3 would create additional demand for fire protection: ● 210 additional emergency responses annually from residential development; ●92 additional emergency responses from annually from commercial development; and ●Increased workload at KFD Station 78 requiring 2-3 additional 24-hour staff. Construction of the spine connector street through the subarea would also improve emergency response time from Station 78 to the subarea and	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to fire protection in the Planned Action EIS other than potentially decreasing demand for such services as a result of less population growth associated with increasing the percentage of multifamily units in the overall housing type mix. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		properties. Because the subarea would no longer be part of the jurisdiction for Maple Valley Fire and Life Safety (MVFLS), no additional demand for fire protection services from MVFLS would be generated, and development under Alternative 2 is not anticipated to result in any adverse impacts to fire protection service in the MVFLS service area.	surrounding properties. Because the subarea would no longer be part of the jurisdiction for Maple Valley Fire and Life Safety, no additional demand for fire protection services from MVFLS would be generated, and development under Alternative 3 is not anticipated to result in any adverse impacts to fire protection service in the MVFLS service area.	
Schools	No additional demand for school services would be generated under the No Action Alternative.	Population growth under Alternative 2 would increase the demand for school services. While currently split between two school districts, it is likely the entire subarea could be annexed to one district or the other. If completely annexed by the Kent School District, the following levels of student demand are anticipated, based on the Kent School District's adopted student generation rates: ● 393 elementary students; ● 92 middle school students; and ● 174 high school students. If completely annexed to the	Population growth under Alternative 3 would increase the demand for school services. While currently split between two school districts, it is likely the entire subarea could be annexed to one district or the other. If completely annexed by the Kent School District, the following levels of student demand are anticipated: ●590 elementary students; ●138 middle school students; and ●262 high school students. If completely annexed to the Tahoma School District, the following levels of student demand are anticipated:	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to schools in the Planned Action EIS other than potentially decreasing demand for such services as a result of less student generation associated with increasing the percentage of multifamily units in the overall housing type mix. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
		Tahoma School District, the following levels of student demand are anticipated, based on the Tahoma School District's adopted student generation rates: ● 268 elementary students; ● 81 middle school students; and ● 99 high school students.	● 401 elementary students; ● 122 middle school students; and ● 149 high school students.	
Parks and Trails	While no additional demand for park and recreational facilities would be generated by the No Action Alternative, future development after reclamation of the mine would be subject to the on-site recreation standards of the City's municipal code (CMC 18.35.150). Because the standards of the code do not match the LOS standards of the Comprehensive Plan, such development would have the potential to increase existing deficiencies or reduce existing surpluses of various types of park space. In addition, CMC 18.35.150 does not require provision of trail or bike paths for new development, which creates the potential to increase the City's	Population growth under Alternative 2 would increase demand for park space by 3.3 acres according to code standards. The Minimum Urban Village Alternative would provide 5.5 acres of park space and 1.4 miles of trails, consistent with the LOS standards of the Comprehensive Plan and exceeding City code requirements.	Population growth under Alternative 3 would increase demand for park space by 5.1 acres according to code standards. The Maximum Urban Village Alternative would provide 8.3 acres of park space and 2.1 miles of trails, consistent with the LOS standards of the Comprehensive Plan and exceeding City code requirements.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to parks and trails in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3. However, based on the housing unit mix currently represented by the Master Development Plan (MDP) included within the Development Agreement, the minimum park space required according to code standards is 4.89 acres; whereas, the MDP currently shows 10.49 acres of park space. In addition, Section

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	current trails deficiency.			18.2 of the Development Agreement provides for six (6) parking spaces in the Lakepointe Urban Village to be set aside for the public for access to Cedar Creek Park. Section 10.3 of the Development Agreement allows the Applicant the opportunity to consolidate recreation space (but in no case reduce the amount of recreation space below the standards of the Comprehensive Plan or CMC requirements) amongst specific projects and/or uses within the Lakepointe Urban Village, however, in no case may a project's recreation space be located more than 1,000 feet from such project or across an arterial. As conditioned, the potential consolidation of on-site recreation will not create additional significant environmental impacts.
Solid Waste	Under the No Action Alternative, continued use and expansion of the asphalt batch plant could generate a small amount of demand for solid waste service, but this increase would not be significant on a regional scale, and	Alternative 2 would result in population growth in the subarea of approximately 1,838 persons. Based on King County's projected 2020 waste generation rates of 20.4 pounds per capita per week, Alternative 2 would result in	Alternative 3 would result in population growth in the subarea of approximately 2,760 persons. Based on King County's projected 2020 waste generation rates of 20.4 pounds per capita per week, Alternative 3 would result in	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to solid waste in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	no impacts are anticipated.	approximately 975 tons of additional solid waste per year. These rates are anticipated to be manageable within the existing capacity of the Cedar Hills landfill.	approximately 1,464 tons of additional solid waste per year. These rates are anticipated to be manageable within the existing capacity of the Cedar Hills landfill.	Development Agreement would be consistent with Alternatives 2 and 3.
3.10 Utilities				
Storm Drainage	A small expansion of the asphalt batch plant would occur, generating up to approximately 7,500 square feet of additional impervious surface. This would be subject to current City standards in effect at the time of development. It is estimated that the building roof square footage increase will be considered clean runoff and not result in significant adverse impacts to storm drainage facilities.	Additional impervious surface created as a result of development would increase storm drainage flows from the Hawk Property Subarea. Construction of stormwater drainage facilities estimated to be a system of swales, catch basins and pipes up to 24 inches in diameter would be required by current City standards to collect and treat these flows.	Additional impervious surface created as a result of development would increase storm drainage flows from the Hawk Property Subarea. Alternative 3 is anticipated to generate greater stormwater flows than Alternative 2 or the No Action Alternative, due to a greater amount of impervious surface coverage, which could require construction of a correspondingly greater amount of stormwater infrastructure. The elements of the infrastructure would be the same as those in Alternative 2: swales, catch basins, and pipes up to 24 inches in diameter.	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to storm drainage in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3. Moreover, Seciton 11.4 of the Development Agreement requires an ACOE jurisidictional determination prior to the discharge of water into the site's existing pond area.
Water Supply	Under the No Action Alternative, the estimated 7,500 square foot building increase is not anticipated to result in a significant additional	Development of Alternative 2 is anticipated to generate additional demand for water service, proportional to the needs of the	Development of Alternative 3 is anticipated to generate a greater demand for water service than Alternative 2; however, the	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to water

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
	demand on water service facilities.	future development. ●Water mains along the south side of SR18, in SE 248th Street, and in 208th Street SE will be required to be upgraded. A proposed 16-inch transmission main will be required to connect the vicinity of the existing Tank 2 site from the current end of distribution at 204th Avenue to an existing main and casing under SR 18 at SE 248th Street. The alignment of this water main will most likely follow existing and proposed street networks and will be finalized at a later date pursuant to District requirements, during the development process. ●The proposed water supply network within the subarea is estimated to range between 8 and 16-inch diameter pipes. Water utility infrastructure will be further quantified, at a later date pursuant to District requirements, during the development permit review process.	facilities necessary to serve Alternative 2 also will meet the water demands of Alternative 3.	supply in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3.

Exhibit 1.7-1. Summary of Impacts by Alternative

Resource	Alternative 1	Alternative 2	Alternative 3	Development Agreement
Sanitary Sewer	Under the No Action Alternative, the estimated 7,500 square foot building increase is not anticipated to result in significant additional demand for sewer service.	Alternative 2 is estimated to generate a demand for sanitary sewer service, proportional to the needs of the future development: The proposed sanitary sewer network within the subarea is estimated to range between 8 and 16 inch diameter pipes. The estimated flow for Alternative 2 is 400,000 gallons per day (gpd).	Alternative 3 is estimated to generate a greater demand for sanitary sewer than Alternative 2, proportional to the overall amount of development in the subarea. The proposed sanitary sewer network within the subarea is estimated to range between 8 and 16 inch diameter pipes. The estimated flow for Alternative 3 is 600,000 gallons per day (gpd).	The provisions of the Lakepointe Urban Village Development Agreement do not change the impact analysis related to sanitary sewer in the Planned Action EIS. Impacts created by the Lakepointe Urban Village as described in the Development Agreement would be consistent with Alternatives 2 and 3.

LU16-0029/00

Exhibit B
Hawk Property Subarea SEPA Checklist and Mitigation Document

INTRODUCTION

The State Environmental Policy Act (SEPA) requires environmental review for project and non-project proposals that are likely to have adverse impacts upon the environment. In order to meet SEPA requirements, the City of Covington issued the Planned Action EIS for the Hawk Property, as defined in this Hawk Property Planned Action Ordinance ("Ordinance") in which this Exhibit is attached. The Planned Action EIS has identified significant beneficial and adverse impacts that are anticipated to occur with the future development of the Planned Action Area, together with a number of possible measures to mitigate those significant adverse impacts.

The City of Covington has established a Planned Action designation for the Hawk Property Subarea based on the Planned Action EIS (see **Exhibit A**). SEPA Rules indicate review of a Planned Action Project is intended to be simpler and more focused than for other projects (WAC 197-11-172). This **Exhibit B** provides a modified checklist form for Planned Action Project applicants to complete, as provided pursuant to RCW 43.21C.440.

MITIGATION DOCUMENT

A Mitigation Document is provided in **Attachment B-1** to this Exhibit B, and is also summarized in the environmental checklist. **Attachment B-1** establishes specific mitigation measures, based upon significant adverse impacts identified in the Planned Action EIS. These mitigation measures shall apply to future development proposals which are found consistent with the Planned Action thresholds in Subsection III.D of this Ordinance and the conceptual plans in Exhibit E of this Ordinance, and which are located within the Planned Action Area (see **Exhibit A**).

APPLICABLE PLANS AND REGULATIONS

The Planned Action EIS identifies specific regulations that act as mitigation measures. These are summarized by EIS topic in **Attachment B-2** to this Exhibit B and are advisory to applicants. All applicable federal, state, and local regulations shall apply to Planned Action Projects, including the regulations that are adopted with the Hawk Property Subarea Plan. Planned Action Project applicants shall comply with all adopted regulations where applicable, including those listed in the Planned Action EIS and those not included in the Planned Action EIS.

Received
NOV 21 2016
City of Covington

INSTRUCTIONS TO APPLICANTS

This environmental checklist below asks you to describe some basic information about your proposal. The City will use this checklist to determine whether the project is consistent with the analysis in the Hawk Property Planned Action EIS and qualifies as a Planned Action Project, or would otherwise require additional environmental review under SEPA. Answer the questions briefly, with the most precise information known, or give the best description you can. You must answer each question accurately and carefully, to the best of your knowledge. The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The City may ask you to explain your answers or provide additional information.

A. PROPOSAL DESCRIPTION

Date:			
Applicant:	Name/Company: Oakpointe Land Covington LLC (contact: Colin Lund)	Phone #: 425-898-2100	Cell #: 206-390-7901
	Mailing Address: 10220 NE Points Drive, Suite 310, Kirkland, WA 98033	Email Address: clund@oakpointe.com	
Property Owner:	Name/Company: Hughes and Hawks Development, a joint venture	Phone #: (253) 631-5434	Cell #:
	Mailing Address: 18330 SE Lake Holm Road, Auburn, WA 98042	Email Address: jimhawk62@hotmail.com	
Property Address	Street: 18808 SE 256th St.,	City, State, Zip Code: Covington, WA 98042	
Parcel Information	Assessor Parcel Number: 1922069041, 3022069001, 2022069012, 2022069152, 2922069162 3022069090	Property Size in Acres: 214.12 Acres	
Give a brief, complete description of your proposal.	The proposal is a Development Agreement between the Applicant and the City of Covington and associated land use applications consisting of a Zoning Map Amendment and Boundary Line Adjustment. The Development Agreement binds the six (6) parcels described above, which comprise the same subject area as the Planned Action Hawk Property Subarea Plan ("Lakepointe Urban Village Subarea Plan" or "Subarea Plan"; Covington Ordinance No. 01-14) and associated planned action ordinance ("Planned Action"; Covington Ordinance No. 04-14) based on the Hawk Property Planned Action Environmental Impact Statement issued on November 14, 2013 ("Planned Action EIS"). The potential for a development agreement was identified in the Planned Action EIS and the terms of the proposed Development Agreement are consistent with the Planned Action EIS alternatives and range of analysis. As proposed, the Development Agreement vests the Lakepointe Urban Village to the Subarea Plan, the Planned Action, the Land Use Element of the City's Comprehensive Plan, and portions of Title 18 CMC, as identified herein, for a 15-year term with the possibility of a 5-year extension.		

Property Zoning	District Name: Combination of Mining and R-6 zones (proposed Zoning Map Amendment included with application)	Building Type: Not Applicable
Permits Requested (list all that apply)	☒ Land Use: Development Agreement, Zoning Map Amendment, & Boundary Line Adjustment ☐ Building: _____	☐ Engineering: _____ ☐ Other: _____
	All Applications Deemed Complete? Yes __ No __ Explain:	
	Are there pending governmental approvals of other proposals directly affecting the property covered by your proposal? Yes X No __ Explain: Applicant has requested a jurisdictional determination from the U.S. Army Corps of Engineers under the following reference number NWS-2016-951 Oakpoint Land Covington LLC (Lakepointe urban village).	
Existing Land Use	Describe Existing Uses on the Site: Mining Reclamation and Asphalt Batch Plant Activities	
Proposed Land Use – Check and Circle All That Apply	☒ Single Family dwelling units ☒ Townhome dwelling units ☒ Multi-family dwelling units ☒ Commercial	☒ Large Format Retail ☒ Iconic/Local Retail ☒ Open Space, Parks, Plazas, Trails, Gathering Spaces ☒ Park and Ride
Dwellings	# Existing Dwelling Units: NONE #____ Dwelling Type _____ #____ Dwelling Type _____	# Proposed Dwelling Units: 1,000 to 1,500 #____ Type _____ #____ Type _____
	Proposed Density (du/ac): Combingation of R-6, R-12, MR, and RCMU	
	Dwelling Threshold Total in Ordinance: 1,000 to 1,500	Dwelling Bank Remainder as of N/A 20__ _____ dwellings
Non-residential Uses: Building Square Feet	Existing Square Feet: roughly 3,750 square feet of structure	Proposed Square Feet: 680,000 to 850,000 commercial square feet
	Employment Square Feet in Ordinance: 680,000 to 850,000 square feet Type of Employment: N/A ☐ Large Format Retail Square Feet _____ SF ☐ Iconic/Local Retail _____ SF ☐ Commercial Office _____ SF ☐ Other (describe): _____ SF	Square Feet Remainder as of N/A 20__ _____ square feet
Building Height	Existing Stories: N/A Existing Height in feet:	Proposed Stories: Proposed Height in feet: N/A
Parking Spaces	Existing: N/A	Proposed: N/A
PM Peak Hour Weekday Vehicle Trips	Existing Estimated Trips Total:	Future Estimated Trips Total:
		Net New Trips: Maximum of 2,578 new PM peak hour primary trips
	Maximum net new primary PM peak hour trips in Ordinance: 1,965 to 2,578	Trip Bank Remainder as of _____ 20__ _____ dwellings
	Source of Trip Rate: ITE Manual ___ Other ____	Transportation Impacts Determined Consistent with Ordinance Subsection III.D(3): Yes ____ No ____

Impervious Surfaces	Existing Square Feet or Acres: Roughly 3,750 square feet of structure	Proposed Square Feet or Acres: Approximately 75.8 to 99.6 acres new impervious surface
Proposed timing or schedule (including phasing).	See proposed Phasing Map attached to the Development Agreement as Exhibit L.	
Describe plans for future additions, expansion, or further activity related to this proposal.	The Lakepointe Urban Village will be built out through several phases. See the proposed Phasing Map attached to the Development Agreement as Exhibit L The build-out horizen mirrors the term of the Development Agreement: 15 years with the opportunity to extend for an additional five (5) years.	
List any available or pending environmental information directly related to this proposal.	Covington Northern Gateway Area Study, published in August 2012 Hawk Property Planned Action Draft Environmental Impact Statement dated July 2013 Hawk Property Planned Action Final Environmental Impact Statement dated November 2013 Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment SEPA Addendum dated November 17, 2016 Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016 Critical Area Study on the Wetland and Streams for Lakepointe Urban Village dated November 4, 2016 ~~Hawk Property Subarea Plan dated February 11, 2014~~	

B. ENVIRONMENTAL CHECKLIST AND MITIGATION MEASURES

Earth Checklist and Mitigation Measures

1. Description of Conditions See Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016 for additional detail.

A. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

B. What is the steepest slope on the site (approximate percent slope)? 12 separate fragments of Natural Steep Slopes exceeding 40% identified in Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016. Additional detail provided therein.

C. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? Primarily Sandy Gravelly Loams

2. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

No specific grading or filling is proposed as part of the Lakepointe Urban Village Development Agreement, Zoning Map Amendment and/or Boundary Line Adjustment.

3. Has any part of the site been classified as a "geologically hazardous" area? (Check all that apply)

- ☐ Landslide Hazards None
- ☐ Erosion Hazards None
- ☐ Seismic Hazards
- ☐ Liquefaction Hazards
- ☑ Other: Steep Slope Hazard Areas of both the Natural Steep Slope and Mine Related Steep Slope variety. See Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016 for additional detail regarding the location and type of Steep Slope Hazard Areas within the Lakepointe Urban Village.

Describe:

STAFF COMMENTS:

4. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
There are no field indications of past slope movement or recent instability according to the Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016.

5. Proposed Measures to control impacts to earth, soils, and geologic hazardous areas: The Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific impacts to earth, soils and geologic hazard areas.

THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY):

- ☐X Site Specific Study
- ☐ Ground improvement and foundation support requirements
- ☐ Temporary Erosion and Sedimentation Control (TESC) measures and Best Management Practices to control erosion as required under the NPDES construction permit
- ☐ Other: _____

Future Planned Action Projects will be subject to mitigation measures.

Surface Water and Groundwater Resources Checklist

6. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Jenkins Creek, a fish-bearing stream, is located within the forested area along the northeast portion of the subject site. The stream flows west and continues under Hwy 18 to the northwest. One wetland, associated with Jenkins Creek, is located on site and extends off site to the east and northwest. The subject wetland is classified as Palustrine, forested, seasonally flooded, and has depressional/riverine HGM classes. An unvegetated, excavated gravel pit, approximately 67 acres in size, is also located on the site. This gravel mine has been active since the mid-1970s, and depending on rainfall and ground water levels, there may be ponding in the pit. There is no natural connection of this ponded water with Jenkins Creek or any other stream.
If yes, describe type of surface water body, including their name(s), stream classification, and whether there is a 100-year floodplain.
Jenkins Creek is classified as a Type F stream. The on-site wetland referenced above is a Category I wetland based on special characteristics. See Critical Area Study on the Wetland and Streams for Lakepointe Urban Village dated November 4, 2016 for additional detail.
If appropriate, state what stream or river the surface water body flows into.
See above.

7. Will the proposal require or result in (check all that apply and describe below):

- ☐ any work over, in, or adjacent to (within 200 feet) the described waters?
- ☐ fill and dredge material that would be placed in or removed from surface water or wetlands?
- ☐ surface water withdrawals or diversions?
- ☐ discharges of waste materials to surface waters?
- ☐ groundwater withdrawal or discharge?
- ☐ waste materials entering ground or surface waters?

Describe: The Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific impacts to surface water and/or ground water resources.

8. Describe the source of runoff (including storm water) and method of collection, treatment, and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.
See Section 21.2 of the proposed Lakepointe Urban Village Development Agreement.

STAFF COMMENTS:

9. Is the area designated a critical aquifer recharge area? If so, please describe:
See Section 5.5 of the Critical Areas Stufy for Geological Hazard Areas Lakepointe Property dated October 18, 2016. As described therein, the southern portion of the Lakepointe Urban Village is located within a mapped wellhead protection area and a Category I and II critical aquifer recharge area.

10. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? The Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific proposals that create impervious surfaces; however, following build-out of the Lakepointe Urban Village as described in the Development Agreement approximately 35% to 47% of the site will be covered with impervious surfaces.

11. What measures are proposed to reduce or control water resources/stormwater impacts? The Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific impacts to water resources.

THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY):

- ☑ Low Impact Development (LID) techniques
- ☑ Stormwater Manual Basic Water Quality menu
- ☑ Stormwater Manual Enhanced Basic Water Quality menu
- ☑ Stormwater Infiltration and pretreatment
- ☑ Construction refueling containment measures
- ☑ Wells decommissioned or property constructed
- ☑ Best Management Practices (BMP) Plan
- ☑ Native species landscaping
- ☑ Demonstrate compliance with the 2008 City of Kent Draft Water System Plan Chapter 8: Wellhead Protection Program

Notwithstanding the foregoing, the Lakepointe Urban Village Development Agreement, as proposed, requires compliance for all Implementing Projects with the mitigation measures for water resources/ stormwater impacts as set forth in Exhibit B to the City's Planned Action Ordinance (Ord. No. 04-14). See Section 21.2 of the Development Agreement.

Other: _____

Air Quality/GHG Checklist and Mitigation Measures

12. What types of emissions to the air would result from the proposal a) during construction and b) when the project is completed? Please describe and give quantities if known. As non-project actions, the Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific impacts to air quality or produce any emissions to the air.

See Addendum for updates and clarifications.

13. What measures are proposed to reduce or control air emissions? Not applicable.

THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY):

- ☐ Air Quality Control Plans
- ☐ Puget Sound Clean Air Agency Approval of Burning Slash
- ☐ Greenhouse Gas Reduction Measures
- ☐ Other: _____

Explain how additional mitigation and Greenhouse Gas Reduction Measures are incorporated into the project, and which measures are not incorporated and why they are infeasible:

STAFF COMMENTS:

Mitigation measures will apply to future Planned Action Projects.

Plants and Animals Checklist and Mitigation Measures

Plants and Habitat Checklist	Staff Comments:
14. Check or circle types of vegetation found on the site: See pages 4-5 of ☑ Deciduous tree: Alder, maple, aspen, other _____ ☑ Evergreen tree: Fir, cedar, pine, other ☑ Shrubs ☑ Grass ☐ Pasture ☐ Crop or grain ☑ Wet soil plants: Cattail, buttercup, bullrush, skunk cabbage, other ☐ Water plants: Water lily, eelgrass, milfoil, other _____ ☐ Other types of vegetation: _____	
15. Are there wetlands on the property? Please describe their acreage and classification. Yes, there is a Category I on-site depressional wetland along Jenkins Creek that is 928,291 square feet (on-site).	
16. Is there riparian habitat on the property? Yes, there is riparian habitat on the property.	
17. What kind and amount of vegetation will be removed or altered? The Development Agreement, Zoning Map Amendment and Boundary Line Adjustment do not include any specific impacts to vegetation. Notwithstanding the foregoing, the Lakepointe Urban Development Agreement at Section 10.5 imposes specific tree retention requirements on Implementing Projects that meet or exceed the standards set forth in the CMC.	
18. List threatened or endangered species known to be on or near the site. According to the Planned Action EIS, steelhead trout are mapped north of Highway 18, but not onsite. No other State or federally listed threatened or endangered species are documented on or adjacent to the site.	
19. Is the proposal consistent with critical area regulations? Please describe. Yes, pursuant to the terms of the proposed Development Agreement, all Lakpointe Urban Village Implementing Projects will be subject to City's Criticals Area Ordinance in effect at the time of application or the buffers described in the Planned Action EIS under the King County Code, whatever is larger.	

20. Proposed landscaping, use of native plants, buffers, or other measures to preserve or enhance vegetation on the site: THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY): ☐ Water quality ☐ LID stormwater practices ☐ Critical area protection/avoidance ☐ Buffers consistent with regulations and placed in tract ☐ Native landscaping ☐ A long-term stewardship program for natural open spaces and critical areas ☐ Other: _____ Describe: Not applicable to the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment.	STAFF COMMENTS: Mitigation measures will apply to future Planned Action Projects.
Fish and Wildlife	
21. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site: ☑ Birds: Hawk, heron, eagle, songbirds, other: _____ ☐ Mammals: Deer, bear, elk, beaver, other: _____ ☐ Fish: Bass, salmon, trout, herring, shellfish, other: _____	
22. List any threatened or endangered species known to be on or near the site. None known. See response to Question 18 above.	
23. Is the proposal consistent with standard critical area buffers? Please describe. Yes, pursuant to the terms of the proposed Development Agreement, all Lakpointe Urban Village Implementing Projects will be subject to City's Criticals Area Ordinance in effect at the time of application or the buffers established in the Planned Action EIS, whatever is larger.	
24. Proposed measures to preserve or enhance fish and wildlife, if any: THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY): ☐ X Native landscaping retained and added ☐ X Wildlife crossing ☐ X Critical area protection/avoidance ☐ Other: _____ Describe: Not applicable to the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment.	Mitigation measures will apply to future Planned Action Projects.

Noise Checklist and Mitigation Measures

25. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Current noise in the area of the Lakepointe Urban Village consists of traffic noise from SR 18 and operation of the Lakeside asphalt batch plant.

26. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Construction of new homes and commercial buildings within the Lakepointe Urban Village will generate temporary construction noise for other existing homes and businesses in the vicinity. In the long-term, future traffic volumes will increase as a result of this development and an increased population. For most residents adjacent to streets, increased traffic would result in the greatest increase in ambient noise levels, caused by moving traffic and vehicles idling at intersections. See Section 3.6 of the Planned Action EIS for further discussion related to noise.

THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY):

- ☐ Chapter 8.20 of the Covington Municipal Code, Noise Control
- ☐ Washington State Noise Control Act of 1974 (WAC 173-60)
- ☐ Noise control plans
- ☐ Construction noise reduction measures
- ☐ Noise field measurements
- ☐ Appropriate site design. For example, based on the Planned Action EIS analysis, with a 35-foot minimum setback to residential buildings or residential outdoor use areas, the modeled traffic noise levels at new dwellings would be less than the impact criteria.
- ☐ Building materials and design (e.g. double pane windows) if exterior noise levels exceed local, state, or federal thresholds as studied in the Planned Action EIS.
- ☐ Other: _____

Describe: Not applicable to the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment.

STAFF COMMENTS:

Mitigation measures will apply to future Planned Action Projects. Additionally, the Covington Connection will have its own review process.

Land Use Checklist

27. What is the current use of the site and adjacent properties? (Add more explanation as needed beyond description in Part A.) The Lakepointe Urban Village site is currently used for mining reclamation activities, an asphalt batch plant, and otherwise vacant land. Adjacent properties to the south and east are single-family residential.	**STAFF COMMENTS:**
28. Describe any structures on the site. Will any structures be demolished? If so, what type, dwelling units, square feet? Existing buildings on the Lakepointe Urban Village site include industrial buildings associated with the asphalt batch plant consisting of roughly 3,750 square feet of structure. These will be demolished when the site is redeveloped.	
29. What is the current comprehensive plan designation of the site? The current comprehensive plan designation for the site is Lakepointe Urban Village Subarea.	
30. What is the current zoning classification of the site? Combination of Mining (133 acres) and R-6 zones (proposed Zoning Map Amendment included with application).	
31. If applicable, what is the current shoreline master program designation of the site? No water bodies or streams regulated under the Shoreline Management Act are located within the Lakepointe Urban Village.	
32. What is the planned use of the site? List type of use, number of dwelling units and building square feet. The planned use for the Lakepointe Urban Village is the creation of an urban village at the City's northern gateway that provides a mix of commercial development focused on regional uses and a variety of housing types. Public recreational amenities, such as parks, open space, regional trails, a central pond feature, and bicycle and pedestrian paths, are also included.	
33. What is the tallest height of any proposed structure(s)? No specific structures are included in the proposal because the Lakepointe Urban Village Development Agreement, Zoning Map Amendment and Boundary Line Adjustment are non-project actions.	
34. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any. THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY): ☑ Consistency with Hawk Property Subarea Plan as described below ☐ Other: _____ Describe these measures and how they are incorporated into the development: The Development Agreement and Zoning Map Amendment implement the terms of the Hawk Property Subarea Plan. For example, the Zoning Map Amendment applies to the Lakepointe Urban Village the zoning and densities dicussed in the Subarea Plan and the Development Agreement includes a Master Development Plan (MDP) that adheres to the new policies (e.g., variety of housing types, mixed-use with public amenities, etc.) set forth in the Subarea Plan.	

Transportation Checklist

35. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Vehicle access to and from the Lakepointe Urban Village is provided by SR 18, SE 240th Street, and SE 256th Street. SR 18 is a state highway and the others are classified as minor arterials. The Applicant is also required to construct the Covington Connector to serve as the spine to the Lakepointe Urban Village internal roadway sytem; will provide a second major roadway connection to the site; and will also provide an additional emergency vehicle access point. See Section 22.3 of the proposed Development Agreement.

36. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Transit service is limited within the City of Covington and, currently, the nearest transit stop is approximately 0.5 miles south of the Lakepointe Urban Village. Per the tems of the Planned Action EIS and proposed Development Agreement, the Applicant shall provide a park and ride location within the site. See Exhibit J of Dev. Agmt. for proposed approximate location.

37. How many parking spaces would the completed project have? How many would the project eliminate?

The proposals are non-project actions and, therefore, no specific development projects and associated parking spaces are proposed at this time. However, The parking supply within the Lakepointe Urban Village will be subject to City code requirements (CMC Chapter 18.50 Development Standards – Parking and Circulation) to ensure that adequate parking supply is provided to meet demand.

38. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

See response to Question 35 above regarding construction of the Covington Connector. In addition, as required by the Planned Action EIS and described in proposed Section 22.5.6 of the Development Agreement, the Applicant is required to construct a local roadway connection between 191st Ave. SE and the south end of the Lakepointe Urban Village's internal roads.

39. How many PM peak hour vehicular trips per day would be generated by the completed project? Attach appropriate documentation.

The proposals are non-project actions and, therefore, do not themselves generate vehicle trips; however, the terms of the proposed Lakepointe Urban Village Development Agreement cap development on the site to 2,578 new PM peak hour primary trips. See Section 22.2 of the Development Agreement.

40. Proposed measures to reduce or control transportation impacts, if any:

THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY):

- ☐ Trips in Ordinance Subsection III.D(3)(a) are not exceeded, the project meets the Concurrency and Intersection Standards of Subsection III.D(3)(b), and that the project has mitigated impacts consistent with Subsection III.D (3)(c).
- ☐ Installation of required improvements necessitated by development or that are part of Planned Action (e.g. spine road and associated intersection improvements).
- ☐ Fair share contribution to improvements at City concurrency intersections and roads.
- ☐ Other measures to reduce or control transportation impacts: _____

Describe: See Section 22 of the proposed Lakepointe Urban Development Agreement that incorporates the transportation mitigation for the site set forth in the Planned Action EIS and describes in detail the measures to reduce transportation impacts from the development, including a new Exhibit S thereto.

STAFF COMMENTS:

Verify that:

- ☐ The Planned Action Project applicant has submitted documentation of the trips, required improvements, impact fees and other mitigation in comparison to the Planned Action EIS and the Planned Action Ordinance.
- ☐ The City has verified incremental and total trip generation.

Public Services and Utilities Checklist

	STAFF COMMENTS:
41. Police Protection: Would the project increase demand for police services? Can City levels of service be met? See Section 3.9 of the Planned Action EIS for discussion of police services. Yes, as Lakepointe Urban Village developments, increased City population will cause an increased demand for police services. Additional officers will be required. See also proposed Section 18.1 of the Development Agreement reserving space for a police substation within Lakepointe itself.	
42. Fire and Emergency Services: Would the project increase demand for fire and/or emergency services? Can levels of services be met? Increased residential and commercial development within the Lakepointe Urban Village would create additional demand for fire protection and emergency services. Applicant will be required to satisfy mitigation measure #38 in Attachment B-1 to the Planned Action EIS.	
43. Schools: Would the project result in an increase in demand for school services? Can levels of services be met? Is an impact fee required? As non-project actions, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment will not themselves result in an increased demand for school services; however, development of Lakepointe Urban Village will increase demand for school services by increasing population within the City of Covington. Implementing Projects within Lakepointe Urban Village will be subject to school impact fees. See proposed Section 13.3 of the Development Agreement.	
44. Parks and Recreation: Would the project require an increase in demand for parks and recreation? Can levels of services be met? Are parks and trails provided consistent with the Planned Action EIS Alternatives? Is an impact fee required? As non-project actions, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment will not themselves result in an increased demand for parks and recreation; however, see proposed Section 16 of the Development Agreement detailing Implementing Project's obligations to provide park and recreation space consistent with CMC Title 18.	
45. Water Supply: Would the project result in an increased need for water supply or fire flow pressure? Can levels of service be met? As non-project actions, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment will not themselves result in an increased demand for water supply or fire flow pressure. The Planned Action EIS concluded that no additional mitigation measures were necessary related to water supply for development within the Lakepointe Urban Village. See page 3-153 of the Draft Planned Action EIS.	
46. Wastewater: Would the project result in an increased need for wastewater services? Can levels of service be met? As non-project actions, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment will not themselves result in an increased demand for wastewater services. Implementing Projects will be required to meet CMC requirements for sanitary sewer. The Planned Action EIS concluded that no additional mitigation measures are necessary for sanitary sewer utility infrastructure. See Draft Planned Action EIS at p. 1-31.	
47. Other Public Services and Utilities: Would the project require an increase in demand for other services and utilities? Can levels of services be met? See Section 3.9 of the Planned Action EIS for discussion. As non-project actions, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment will not themselves result in an increased demand for other services and utilities.	
48. Proposed measures to reduce or control direct impacts on public services. THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY): ☐ Police Services: Adequate levels of service available to serve development (verified by levels of service studied in the Planned Action EIS and City contract with King County Sheriff Office). ☐ Fire Services: Mitigation agreement between the developer and Kent Regional Fire Authority. ☐ Parks and Recreation: Park space and trails are provided to be consistent with both the LOS standards of the Parks and Recreation Element of the Comprehensive Plan and with the requirements of CMC 18.35.150 and this Planned Action Ordinance. ☐ Water and Wastewater: Adequate service at the time of development. ☐ Other Measures to reduce or control public services and utilities impacts:_____ Describe: See Applicant's responses to Questions 41 through 47 above.	

ADDITIONAL ENVIRONMENTAL TOPICS

Historic and Cultural Preservation	
49. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. No documented historic register properties are located within, or in the vicinity of, the Lakepointe Urban Village. See page 3-81 of the Draft Planned Action EIS.	STAFF COMMENTS:
50. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site. None. See page 3-81 of the Draft Planned Action EIS. See also DEIS Appendix A, pp. 11-12	
51. Proposed measures to reduce or control impacts to historic or cultural resources, if any: THE APPLICATION INCLUDES MITIGATION MEASURES AS REQUIRED IN ATTACHMENT B-1 MITIGATION REQUIRED FOR DEVELOPMENT APPLICATIONS, AND ATTACHMENT B-2 APPLICABLE REGULATIONS AND COMMITMENTS, INCLUDING ALL RELEVANT CITY PLANS AND CODES IN EFFECT AT THE TIME OF APPLICATION (CHECK ALL THAT APPLY): ☐ Condition to stop construction if remains of historic or archeological significance are found. ☐ Consultation with the Washington State Department of Archaeology and Historic Preservation. ☐ Where project is proposed on or immediately surrounding a site containing an archaeological resource a study is conducted by a qualified professional archaeologist Describe: As non-project actions, the Development Agreement, Zoning Map Amendment and Boundary Line Adjustment will not have any specific impacts to historic or cultural resources; however, per the terms of the proposed Development Agreement, all Implementing Projects within the Lakepointe Urban Village will be subject to mitigation measure #40. See Attachment B-1 to Planned Action Ordinance.	

C. APPLICANT SIGNATURE

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE CORRECT AND COMPLETE. I UNDERSTAND THAT THE LEAD AGENCY IS RELYING ON THEM TO MAKE ITS DECISION.

Signature:	
Date:	November 17, 2016

D. REVIEW CRITERIA

Review Criteria

The City's SEPA Responsible Official may designate Planned Action Projects consistent with Subsection III.E of this Ordinance, if all of the following criteria are met.

Criteria	Describe how your application and proposed development meets the criteria.
(a) The proposal is located within the Planned Action area identified in Exhibit A.	Yes, the geographic boundaries of property bound by the proposed terms of the Lakepointe Urban Village Development Agreement, as well as the Zoning Map Amendment, are coincident with the Planned Action area identified in Exhibit A. The Boundary Line Adjustment includes four of the five parcels identified in Exhibit A.
(b) The proposed uses and densities are consistent with those described in the Planned Action EIS and Subsection III.D of this Ordinance.	Yes, while there are no specific uses or densities proposed in the Lakepointe Urban Village Development Agreement (or Zoning Map Amendment and Boundary Line Adjustment), the terms of the proposed Development Agreement and Zoning Map Amendment only the authorize land uses and densities described in the Planned Action EIS and Subsection III.D of the Planned Action Ordinance (Covington Ord. No. 04-14).
(c) The proposal is within the Planned Action thresholds and other criteria of Subsection III.D of this Ordinance.	Yes, while no specific Implementing Project is proposed by the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, or Boundary Line Adjustment, the terms of the proposed Development Agreement only authorize development up to the thresholds, and consistent with the other criteria, set forth in the Planned Action Ordinance. See, for example, Section 8.1 of the Development Agreement.
(d) The proposal is consistent with the Hawk Property Subarea Plan and the Covington Comprehensive Plan.	Yes, the proposed Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment are consistent with, and in fact implement the goals of, the Hawk Property Subarea Plan and Covington Comprehensive Plan. See pages 5 though 7 of the Zoning Map Amendment application for a lengthy description of the zoning proposed in the Development Agreement and Zoning Map Amendment are consistent with the Subarea Plan and Comprehensive Plan.
(e) The proposal's significant adverse environmental impacts were identified in the Planned Action EIS.	Yes, the proposed Development Agreement only authorizes development within the Lakepointe Urban Village within the range of range of land use thresholds, i.e., 1000-1500 residential units and 680,000 to 850,000 commercial square feet, and up to the Trip Ceiling (2,578 new PM peak hour primary trips) analyzed in the Planned Action EIS. Moreover, as summarized in the associated SEPA Addendum, the five (5) deviations from the City's development regulations proposed in the Lakepointe Urban Village Development Agreement do not create any additional significant adverse environmental impacts beyond those previously studied in the Planned Action EIS.
(f) The proposal's significant adverse impacts have been mitigated by the application of the measures identified in this Exhibit B, Subsection III.D of this Ordinance, and other applicable city regulations, together with any modifications or variances or special permits that may be required.	Yes, see Section 19.1 of the proposed Lakepointe Urban Village Development Agreement, the provisions of the Development Agreement itself, including the Subarea Design Standards (Exhibit P), the mitigation measures set forth in the Planned Action Ordinance, and the provisions of the Covington Municipal Code, mitigate any probable significant adverse environmental impacts directly identified as a result of the development of the Lakepointe Urban Village. See the Addendum for a discussion of the deviations.
(g) The proposal complies with all applicable local, state, and/or federal laws and regulations and the SEPA Responsible Official determines that these constitute adequate mitigation.	Yes, the Lakepointe Urban Village Development Agreement, Zoning Map Amendment, or Boundary Line Adjustment complies with all applicable local, state, and/or federal laws and regulations. Moreover, nothing in the proposed Development Agreement preempts or relieves the Applicant's obligation to comply with the terms of federal or state laws, including those related to stormwater and the DNR Reclamation Permit. See, for example, Section 13.4. Finally, as set forth in Section 13.4 of the Development Agreement, Lakepointe Urban Village Implementing Projects are not vested against the application of new development regulations to the extent the new regulations are required by a serious threat to public health and safety.

Criteria	Describe how your application and proposed development meets the criteria.
(h) The proposal is not an essential public facility as defined by RCW 36.70A.200(1) unless an essential public facility is accessory to or part of a development that is designated a Planned Action Project under Subsection III.E of this Ordinance.	The proposed Lakepointe Urban Village Development Agreement, Zoning Map Amendment, and Boundary Line Adjustment are not essential public facilities.

Determination Criteria

Applications for Planned Actions Projects shall be reviewed pursuant to the process in Subsection III.G of this Ordinance.

Requirement	Staff Comments
Applications for Planned Action Projects shall be made on forms provided by the City and shall include the Subarea SEPA checklist included in this Exhibit B.	
A conceptual site plan consistent with Subsection III.G(3) of this Ordinance demonstrates how the Planned Action Project is consistent with the overall site plan and Planned Action EIS conceptual alternatives in Exhibit E of this Ordinance.	
The application has been deemed complete in accordance with Title 14 CMC, Planning and Development.	
The application is for a project within the Planned Action Area defined in Exhibit A of this Ordinance.	
The proposed use(s) are listed in Subsection III.D of this Ordinance and qualify as a Planned Action.	

E. SEPA RESPONSIBLE OFFICIAL DETERMINATION

A. Determination of Consistency - Qualifies as a Planned Action Project: The application is consistent with the criteria set forth in this Hawk Property Planned Action Ordinance and has been determined to qualify as a Planned Action Project.

The project and underlying permit(s) review shall proceed in accordance with the applicable permit review procedures specified within Title 14 CMC, Planning and Development, except that no SEPA threshold determination, EIS, or additional SEPA review shall be required.

Notice of the Planned Action Determination of Consistency shall be made according to the notice requirements of the underlying project permit(s) pursuant to Title 14 CMC, Planning and Development. If notice is not otherwise required for the underlying project permit(s), no special notice is required.

SEPA Responsible Official Signature:	
Date:	

B. Determination of Inconsistency - Does not Qualify as Planned Action Project: The application is not consistent with the criteria set forth in this Hawk Property Planned Action Ordinance and has been determined to not qualify as a Planned Action Project for the following reasons:

_____

_____

_____

Projects that fail to qualify as Planned Action Projects may incorporate or otherwise use relevant elements of the Planned Action EIS, as well as other relevant SEPA documents, to meet their SEPA requirements. The SEPA Responsible Official may limit the scope of SEPA review for the non-qualifying project to those issues and environmental impacts not previously addressed in the Planned Action EIS.

SEPA Process Prescribed: _____

SEPA Responsible Official Signature:	
Date:	

TO BE COMPLETED BY APPLICANT

EVALUATION FOR AGENCY USE ONLY

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. **How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

See responses to Questions 6 through 13 in the Hawk Property Subarea SEPA Checklist.

Proposed measures to avoid or reduce such increases are:

See responses to Questions 6 through 13 in the Hawk Property Subarea SEPA Checklist.

2. **How would the proposal be likely to affect plants, animals, fish, or marine life?**

See responses to Questions 14 through 24 in the Hawk Property Subarea SEPA Checklist.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

See responses to Questions 14 through 24 in the Hawk Property Subarea SEPA Checklist.

3. **How would the proposal be likely to deplete energy or natural resources?**

Energy is likely to be used mostly for heating and lighting within the residential and commercial development of the Lakepointe Urban Village. Sustainability features are required to be incorporated into the design and Implementing Projects of the Lakepointe Urban Village per proposed Section 18.3 of the Development Agreement.

Proposed measures to protect or conserve energy and natural resources are:

See response above.

4. **How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**

See responses to Questions 16, 18, 19, 21-24, and 49-51 in the Hawk Property Subarea SEPA Checklist.

Proposed measures to protect such resources or to avoid or reduce impacts are:

See responses to Questions 16, 18, 19, 21-24, and 49-51 in the Hawk Property Subarea SEPA Checklist.

TO BE COMPLETED BY APPLICANT

EVALUATION FOR AGENCY USE ONLY

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

See responses to Questions 27 through 34 in the Hawk Property Subarea SEPA Checklist.

Proposed measures to avoid or reduce shoreline and land use impacts are:

See responses to Questions 27 through 341 in the Hawk Property Subarea SEPA Checklist.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

See responses to Questions 35 through 48 in the Hawk Property Subarea SEPA Checklist.

Proposed measures to reduce or respond to such demand(s) are:

See responses to Questions 35 through 48 in the Hawk Property Subarea SEPA Checklist.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

See proposed Section 13.4 of the Lakepointe Urban Village Development Agreement that provides:
(i) nothing in the Development Agreement relieves the Applicant of any obligations to comply with state or federal laws including but not limited to those related to storm, surface water, floodplain management and the DNR reclamation permit; and
(ii) nothing in the Development Agreement vests the Applicant against the application of development standards that are imposed by virtue of state or federal preemption of the City of Covington's regulatory authority.

Wetland Resources, Inc.

Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance

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CRITICAL AREA STUDY ON WETLANDS AND STREAMS

FOR

LAKEPOINTE URBAN VILLAGE

Wetland Resources, Inc. Project #14087

Prepared By:

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For:

Oakpointe Land Covington, LLC
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April 24, 2015
Revision #1: July 8, 2015
Revision #2: July 30, 2015
Revision #3: July 5, 2016
Revision #4: November 4, 2016

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APPENDIX A: WETLAND DETERMINATION DATA FORMS

APPENDIX B: WETLAND RATING FORM

APPENDIX C: NWI AERIAL MAP

APPENDIX D: CRITICAL AREA STUDY ON WETLANDS AND STREAMS MAP

INTRODUCTION

The purpose of this revised report is to update information provided in the previously submitted Critical Area Study/Wetland and Stream reports. This report reflects the annexation of two King County parcels into the City of Covington and includes an additional parcel that has been added to the project site (parcel number 3022069090). Parcel number 3022069090 was included in the site investigation on April 17, 2014, but was not mentioned in the original report(s) since it was not officially part of the project at that time. In addition, the name of the project has changed, and the report has been updated accordingly.

SITE DESCRIPTION

Wetland Resources, Inc. (WRI) completed site investigation and wetland delineation April 17, 2014 to locate jurisdictional wetlands and streams on a six-parcel site including a gravel pit and immediate surroundings in Covington, WA. All wetland delineation work was completed in April 2014. An additional site visit on June 30, 2015 was conducted to further evaluate the specific characteristics of the wetland on-site in order to gather information to complete the wetland rating. The site is a total of 212.91 acres, comprised of King County parcel numbers: 1922069012, 1922069041, 2022069152, 2922069162, 13022069001 and 3022069090. The subject site is located just south of State Route (SR) 18, at the exit for SE 256th street. The site is further located in a portion of Sections 19 and 20 in Township 22N, and Range 06E, W.M.

The subject site contains a gravel mine, asphalt plant, and associated access roads. This infrastructure covers the majority of the site, with an area of undisturbed forest along the northeast portion of the site. Surrounding land use is primarily single family residential. Development along the southern side of the site is smaller lots with a higher density of units. Residential lots along the northern side of the site are larger, more rural lots, with a lower density of units per acre.

Jenkins Creek, a known fish-bearing stream, is located within the forested area along the northeast portion of the site. The stream enters the site from the northeast, flows west through the property, and continues flowing slightly north, off-site under SR 18. Jenkins Creek is contained within a large wetland that is present on either side of the stream. This wetland is located on the subject site, and extends off-site to the northeast and west/northwest.

Jenkins creek and the on-site wetland features are discussed in further detail below.

REVIEW OF EXISTING INFORMATION

In addition to conducting on-site investigations of the project area, public resource information was reviewed to identify the presence of wetlands, streams, and other critical areas within and near the project area. The following information was examined:

- *National Wetlands Inventory*: The USFWS National Wetland Inventory (NWI) depicts three wetland areas on the site. Two are listed as "excavated" are shown within the gravel pit area of the site. The third is the forested wetland along Jenkins Creek.
- *USDA/NRCS Web Soil Survey:* Soils mapped within the project area include Everett gravelly sandy loam, Seattle muck, and Orcas peat. Seattle muck and Orcas peat meet the criteria for hydric soils per the Natural Resources Conservation Service (NRCS).
- *WDFW SalmonScape Interactive Mapping System:* SalmonScape shows Coho salmon presence in Jenkins Creek.
- *WDFW Priority Habitat and Species (PHS) Maps (dated March 24, 2015):* The WDFW PHS Map indicates that there are wetland areas on-site along Jenkins Creek and within the excavated areas of the gravel pit operation. These maps also document resident coastal cutthroat trout and Coho salmon within Jenkins Creek.
- *King County iMap Interactive Map*: The iMap interactive map indicates the presence of two wetland areas and a stream on the property. Wetland areas are located in the northeast portion of the subject site and within the excavated area of the gravel pit.
- *Hawk Property Planned Action EIS and the Planned Action Ordinanace 04-14*: This document states that additional buffer protection shall be provided by applying the wider King County buffer to Wetland A (which is contiguous with Jenkins Creek) following annexation.

WETLAND AND STREAM CLASSIFICATIONS – COWARDIN SYSTEM

According to the Cowardin System, as described in Classification of Wetlands and Deepwater Habitats of the United States, the classification for the on-site critical areas are as follows:

Wetland: Palustrine, Forested, Coniferous/Broad-leaved Deciduous, Seasonally flooded.

Jenkins Creek: Riverine, Lower Perennial, Unconsolidated Bottom, Sand.

CRITICAL AREA CLASSIFICATIONS – KING COUNTY

The Final Environmental Impact Statement (FEIS) for this project requires the buffer widths outlined in King County Code (KCC) are provided for the on-site wetland and stream. In order to determine these buffer widths, the wetland was classified using the Washington State Wetland Rating System for Western Washington, Department of Ecology publication number 04-06-025. Streams were classified according to the water typing system provided in the Washington Administrative Code (WAC), section 222-16-030 and KCC. According to KCC the classifications for the on-site critical areas are:

Wetland – Category I: The on-site wetland is a depressional wetland along Jenkins Creek and includes both depressional and riverine components. This wetland contains over one contiguous acre of mature forest, and therefore is a Category I wetland based on special characteristics. When rated for functions, this wetland received an overall score of 50 points, with a habitat score of 22 points. Category I wetlands that receive 22 habitat points are assigned a standard buffer of 165 feet per KCC 21A.24.325.

Jenkins Creek – Type F: Jenkins Creek is a known fish-bearing stream, but it is not designated as a Shoreline of the State. Therefore, Jenkins Creek is classified as a Type F stream. According to KCC 21A.24.358, Type F streams with anadromous or resident salmonids, as mapped in Jenkins Creek, typically receive a standard buffer of 115 feet.

WETLAND DETERMINATION REPORT

Methodology

The 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), (Environmental Laboratory, 2010) was used to make a determination on this site. Under this method, the process for making a wetland determination is based on three sequential steps:

1) Examination of the site for hydrophytic vegetation (species present and percent cover);

2) If hydrophytic vegetation is found, then the presence of hydric soils is determined.

3) The final step is determining if wetland hydrology exists in the area examined under the first two steps.

The following criteria descriptions were used in the boundary determination:

Wetland Vegetation Criteria

The 2010 Regional Supplement defines hydrophytic vegetation as "assemblage of macrophytes that occurs in areas where inundation or soil saturation is either permanent or have sufficient frequency and duration to influence plant occurrence." Field indicators were used to determine whether the vegetation meets the definition for hydrophytic vegetation.

Wetland Soils Criteria and Mapped Description

The 2010 Regional Supplement defines hydric soils as "soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part." Field indicators were used to determine whether a given soil meets the definition for hydric soils.

The soils underlying the site are mapped in the Soil Survey of King County Area Washington as Everett gravelly sandy loam 0-5 percent slopes, Everett gravelly sandy loam 5-15 percent slopes, Seattle muck, and Orcas peat.

The Everett Series is made up of somewhat excessively drained soils that are underlain by very gravelly sand at a depth of 18 to 36 inches. These soils formed in very gravelly glacial outwash deposits, under conifers. In a representative profile, the surface layer and subsoil are black to brown, gravelly to very gravelly sandy loam about 32 inches thick. Soils included with this soil in mapping make up no more than 30 percent of the total acreage. Permeability is rapid. Available water capacity is low.

The Seattle series is made up of very poorly drained organic soils that formed in material derived primarily from sedges. These soils are in depressions and valleys on the glacial till plain and also in the river and stream valleys. Slopes are 0 to 1 percent. In a representative profile, the surface layer is black muck about 11 inches thick. It is underlain by dark reddish-brown, black, very dark brown, and dark-brown muck and mucky peat that extends to a depth of 60 inches or more. The subsurface layers are stratified mucky peat, muck, and peat that formed mostly from sedges. Where these soils adjoin mineral soils, some layers are 25 percent wood fragments. Some areas are up to 30 percent inclusions of Tukwilla soils, which are deep mucks, and Shalcar soils, which are shallow over a mineral substratum; and some areas are up to 15 percent inclusions of the wet Bellingham and Norma soils. Total inclusions do not exceed 30 percent. Permeability is moderate. There is a seasonal high water table at or near the surface. Available water capacity is high. This soil is listed as hydric in the Hydric Soils List for Washington.

The Orcas series consists of very deep, very poorly drained organic soils formed from sphagnum moss. Orcas soils occupy depressions on the glacial drift plains and have slopes of 0 to 2 percent. In a representative profile, the surface layer is dark reddish brown peat about 3 inches thick. It is underlain by dark brown peat to a depth of 12 inches. The third layer is brown peat that extends to a depth of 60 inches or more. The water table is near the surface for most of the year. This series is of small extent, located in Western Washington.

Wetland Hydrology Criteria

Wetland hydrology encompasses all hydrologic characteristics of areas that are periodically inundated or have soils saturated to the surface for a sufficient duration during the growing season. Areas with evident characteristics of wetland hydrology are those where the presence of water has an overriding influence on characteristics of vegetation and soils due to anaerobic and chemically reducing conditions, respectively.

Additionally, areas which are seasonally inundated and/or saturated to the surface for a consecutive number of days ≥ 12.5 percent of the growing season are wetlands, provided the soil and vegetation parameters are met. Areas inundated or saturated between five and 12.5 percent of the growing season in most years may or may not be wetlands. Areas saturated to the surface for less than five percent of the growing season are non-wetlands. Field indicators were used to determine whether wetland hydrology parameters were met on this site.

BOUNDARY DETERMINATION FINDINGS

Investigation of the subject site determined there is one wetland present on-site. Additional areas that NWI and King County have mapped as wetlands are located in the mined area of the gravel pit. The area mapped as Orcas peat is located within the excavated area of the gravel mine.

Wetland

The on-site wetland contains both depressional and riverine wetland components per the hydrogeomorphic (HGM) classification system (Brinson 1993). It is located along the north/northeast area of the subject site and continues off-site to the northeast and west. Based on the Cowardin classification system, Wetland A is a Palustrine/Forested/Seasonally Flooded wetland system.

Dominant vegetation within the wetland includes: black cottonwood (*Populus balsamifera*), red alder (*Alnus rubra),* western red cedar (*Thuja plicata*), salmonberry (*Rubus spectabilis*), Scouler's willow (*Salix scouleriana*), vine maple (*Acer circinatum*), skunk cabbage (*Lystchiton americanus*), and lady fern (*Athyrium felix-femina*). Soils in the wetland area were typically a black (10YR 2/1) sandy clay loam. The soil was saturated to the surface at the time of the wetland delineation, and areas of standing water were observed throughout the wetland.

The wetland was rated as a depressional wetland. This wetland contains over one contiguous acre of mature forest, and therefore is a Category I wetland based on special characteristics. When rated for functions, this wetland received an overall score of 50 points, with a habitat score of 22 points. Category I wetlands that receive 22 habitat points are assigned a standard buffer of 165 feet per KCC 21A.24.325. The following table lists the area of wetland and buffer per parcel of the subject site. There are no wetland or buffer areas present on parcel 2022069162, 13022069001, or 3022069090.

Table One: Wetland and Buffer Areas On-site

Feature	Total Area On-site	Parcel 1922069012	Parcel 1922069041	Parcel 2022069152
Wetland A	928,291 square feet	592,328 square feet	38,971 square feet	296,984 square feet
Wetland A Buffer	689,934 square feet	372,391 square feet	79,298 square feet	238,245 square feet

Non-wetland

Vegetation in the non-wetland area on the west side of the property is comprised primarily of maintained lawn. Vegetation within the non-wetland area of the subject site includes: big leaf maple (*Acer macrophyllum*), western hemlock (*Tsuga heterophylla*), western red cedar (*Thuja plicata*), vine maple (*Acer circinatum*), osoberry (*Oemleria cerasiformis*), Himalayan blackberry (*Rubus armeniacus*), and western sword fern (*Polystichum munitum*).

The upland soils on the west side of the property generally consist of very dark grayish brown (10YR 3/2) in the top layer with a sub layer of dark yellowish brown (10YR 3/4). The soil

textures ranged from a sandy loam to a clay loam. The soils were dry at the time of our April 2014 site visit.

Based on the lack of field indicators, it appears that the non-wetland areas of the site are saturated to the surface for less than 12.5 percent of the growing season, thereby not fulfilling wetland hydrology criteria.

Gravel Mine

Stormwater Pond for Pit Overflow

There is a rectangular shaped stormwater pond north of the gravel road on the north side of the gravel pit pond. This pond serves as overflow storage/settling pond when water is pumped out of the large pit. There is an outflow channel that leads towards the wetland. This channel appears to convey water infrequently and is separated from the main gravel pit pond by a berm that surrounds this stormwater pond.

Stormwater pond as observed on 6/30/15

Wetland Criterion Discussion

The gravel mine on the subject site is a lawful, permitted operation, which has excavated areas of the site as part of active mining. The National Wetland Inventory, King County iMap, and PHS map depict wetland areas within the gravel pit operation. The NWI lists one of these features as a permanently flooded freshwater pond and the other is listed as a seasonally flooded feature. Both of these depicted features have a special modifier, stating they are "Excavated." The description of excavated on the NWI website is "Lies within a basin or channel that have been dug, gouged, blasted or suctioned through artificial means by man." A figure of these areas is shown on the NWI document provided in Appendix C of this report. Note that the aerial photo

in the NWI document is outdated. An aerial photo from Google Earth, dated July 2014, shows the mining area has since been altered, and the majority of the depicted wetland areas are now no longer vegetated.

Review of site topography, King County iMap, and WDFW resources did not discover any direct connection from the ponded water within the gravel mine to other waterbodies. During WRI site investigations, no pond outlets or any connection to Jenkins Creek or the on-site wetland were observed.

The excavation and mining activities have removed native soil and vegetation as well as altered the natural hydrology of the mining site for over 20 years. As a result, the area of the mine operation mapped as wetland does not support wetland vegetation or contain hydric soils. Considering the depth of the water and steep grade of the pond edges, our conclusion is that the areas mapped as wetland within the gravel mine do not meet the definition of a wetland.

FUNCTIONS AND VALUES ASSESSMENT

Methodology

The methodology for this functions and values assessment is based on professional opinion developed through past field analyses and interpretation. This assessment pertains specifically to the on-site wetland and stream system, but is typical for assessments of similar systems common to Western Washington.

Wetland Functional Components

Wetlands and streams in Western Washington perform a variety of ecosystem functions. Included among the most important functions provided by wetlands are stormwater control, water quality improvement, fish and wildlife habitat, aesthetic value, recreational opportunities, and education. The most commonly assessed functions and their descriptions are listed below. Assessments of these functions for the project site are provided in the "Existing Conditions" section of this report.

Hydrologic Functions

Wetlands often function as natural water storage areas during periods of precipitation and flooding. By storing water that otherwise might be channeled into open flow systems, wetlands can attenuate or modify potentially damaging effects of storm events, reducing erosion and peak flows to downstream systems. Additionally, the soils underlying wetlands are often less permeable, providing long-term storage of stormwater or floodflow and controlling baseflows of downstream systems. Stormwater storage capacity and floodflow attenuation are generally a function of the size of the wetland and their topographic characteristics.

Water Quality

Surface water quality improvement is another evaluated function. Surface runoff during periods of precipitation increases the potential for sediments and pollutants to enter surface water. Wetlands improve water quality by acting as filters as water passes through them, trapping

sediments and pollutants from surface water. Ponded areas within depressional wetlands also allow sediments to drop out of suspension, thereby increasing water quality. As development increases, the potential for polluted water to reach wetlands and streams also increases.

Wildlife Habitat
Wetlands have potential to provide diverse habitat for aquatic, terrestrial, and avian species for nesting, rearing, resting, cover, and foraging. Wildlife species are commonly dependent upon a variety of intermingled habitat types, including: wetlands, adjacent uplands, large bodies of water, and movement corridors between them. Human intrusion, including development within and adjacent to wetlands, and impacts to movement corridors are the most limiting factors for wildlife habitat functions.

Wetland Functions and Values Assessment – Existing Conditions

Hydrologic Function
The subject wetland is primarily vegetated with native species and is part of a large complex including Jenkins Creek. The large size and depressional nature of this wetland allow it to store storm water and slowly release it to Jenkins Creek. This helps to moderate downstream flows and reduce potential flood damage. This wetland provides a moderate value for this function.

Water Quality
The subject wetland provides water quality benefits as water moves through the system. The fairly dense vegetation within the wetland performs a bio-filtration function. The areas of seasonal ponding provide water quality improvement by increasing residence time and allowing particulates to settle. This wetland is near residential and urban areas, providing an opportunity for it to improve water quality. The subject wetland provides a high value for this function.

Wildlife Habitat
The presence of multiple Cowardin vegetation classes, multiple hydroperiods, and a moderate diversity of native plant species create the potential for the subject wetland to perform a high habitat function. The large amount of edge habitat and the association with a large stream (Jenkins Creek) provides numerous habitat and forage opportunities for a large variety of wildlife. Jenkins Creek is known to provide habitat for salmonids. This wetland provides a moderate value of habitat functions.

USE OF THIS REPORT

This Critical Area Study is supplied to Oakpointe Land Covington, LLC as a means of determining on-site critical area conditions, as required by the City of Covington during the permitting process. This report is based largely on readily observable conditions and, to a lesser extent, on readily ascertainable conditions. No attempt has been made to determine hidden or concealed conditions.

The laws applicable to wetlands are subject to varying interpretations and may be changed at any time by the courts or legislative bodies. This report is intended to provide information deemed relevant in the applicant's attempt to comply with the laws now in effect.

The work for this report has conformed to the standard of care employed by wetland ecologists. No other representation or warranty is made concerning the work or this report and any implied representation or warranty is disclaimed.

Wetland Resources, Inc.

Meryl Kamowski
Senior Ecologist

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Washington State Department of Fish and Wildlife (WDFW). Priority habitats and species database search available online at http://apps.wdfw.wa.gov/phsontheweb/.

Web Soil Survey. United States Department of Agriculture. Natural Resources Conservation Service. http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm.

APPENDIX A: WETLAND DETERMINATION DATA FORMS

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S1

Investigator(s): NW and MK Section, Township, Range: S 19, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): LRR A Lat: 47.376848 Long: -122.081323 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 0-5 percent slopes NWI classification: PFOC

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☑ No ☐
Hydric Soil Present?	Yes ☑ No ☐	
Wetland Hydrology Present?	Yes ☑ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Populus balsamifera	30	Y	FAC
2. Alnus rubra	30	Y	FAC
3.			
4.			
	60	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15'x15')			
1. Acer circinatum	50	Y	FAC
2.			
3.			
4.			
5.			
	50	= Total Cover	
Herb Stratum (Plot size: 15'x15')			
1. Maianthemum dilatatum	30	Y	FAC
2. Lysichiton americanus	10	N	OBL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	40	= Total Cover	
Woody Vine Stratum (Plot size: 15'x15')			
1.			
2.			
		= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 75 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-12	10YR 2/1	100					cl lo	
12-17	2.5YR 5/6	95	7.5YR 5/6	5	C	M	cl lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☑ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☑ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☑ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present?	Yes ☐	No ☑	Depth (inches): _____
Water Table Present?	Yes ☑	No ☐	Depth (inches): 8
Saturation Present? (includes capillary fringe)	Yes ☑	No ☐	Depth (inches): surface

Wetland Hydrology Present? Yes ☑ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S2

Investigator(s): NW and MK Section, Township, Range: S 19, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): LRR A Lat: 47.376848 Long: -122.081323 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 0-5 percent slopes NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☑
Hydric Soil Present?	Yes ☐ No ☑	
Wetland Hydrology Present?	Yes ☐ No ☑	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Populus balsamifera	20	Y	FAC
2.			
3.			
4.			
	20	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')			
1. Acer circinatum	50	Y	FAC
2. Rubus spectabilis	50	Y	FAC
3. Rubus lacinatus	5		
4.			
5.			
	105	= Total Cover	

Herb Stratum (Plot size: 15'x15')			
1. Maianthemum dilatatum	75	Y	FAC
2. Polystichum munitum	15	Y	FACU
3. Dicentra formosa	15	Y	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	105	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 67 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-11	7.5YR 3/2	100					sa cl lo	
11-17	7.5YR 4/2	100					sa cl lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☐ No ☑

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☑ Depth (inches): _____

Water Table Present? Yes ☐ No ☑ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes ☐ No ☑ Depth (inches): _____

Wetland Hydrology Present? Yes ☐ No ☑

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S3

Investigator(s): NW and MK Section, Township, Range: S 20, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): LRR A Lat: 47.375657 Long: -122.078533 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 5-15 percent slopes NWI classification: PFOC

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☑ No ☐
Hydric Soil Present?	Yes ☑ No ☐	
Wetland Hydrology Present?	Yes ☑ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Acer circinatum	40	Y	FAC
2. Cornus sericea	20	Y	FAC
3.			
4.			
5.			
	60	= Total Cover	

Herb Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Lysichiton americanus	35	Y	OBL
2. Maianthemum dilatatum	20	Y	FAC
3. Athyrium felix-femina	15	N	FAC
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	70	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum _____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = _____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox %	Type[1]	Loc[2]	Texture	Remarks
0-12	10YR 2/1	100					cl lo	
12-18	10YR 3/1	93	7.5YR 5/6	7	C	M	cl lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☑ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☑ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☑ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☑ Depth (inches): _____

Water Table Present? Yes ☐ No ☑ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes ☑ No ☐ Depth (inches): _____

Wetland Hydrology Present? Yes ☑ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S4

Investigator(s): NW and MK Section, Township, Range: S 20, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): LRR A Lat: 47.375657 Long: -122.078533 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 5-15 percent slopes NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ___, Soil ___, or Hydrology ___ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ___, Soil ___, or Hydrology ___ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☐ No ☑	**Is the Sampled Area within a Wetland?** Yes ☐ No ☑
Hydric Soil Present?	Yes ☐ No ☑	
Wetland Hydrology Present?	Yes ☐ No ☑	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Acer macrophyllum	25	Y	FACU
2. Tsuga heterophylla	10	Y	FACU
3.			
4.			
	35	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')			
1. Acer circinatum	25	Y	FAC
2.			
3.			
4.			
5.			
	25	= Total Cover	

Herb Stratum (Plot size: 15'x15')			
1. Maianthemum dilatatum	30	Y	FAC
2. Polystichum munitum	15	Y	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	45	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 40 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☐ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☐ No ☑

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-16	10YR 3/2	100					cl lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☐ No ☑

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☑ Depth (inches): _____

Water Table Present? Yes ☐ No ☑ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes ☐ No ☑ Depth (inches): _____

Wetland Hydrology Present? Yes ☐ No ☑

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S5

Investigator(s): NW and MK Section, Township, Range: S 20, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): none Slope (%): 0

Subregion (LRR): LRR A Lat: 47.375032 Long: -122.068791 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 5-15 percent slopes NWI classification: PFOC

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ☐, Soil ☐, or Hydrology ☐ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ☐, Soil ☐, or Hydrology ☐ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☑ No ☐
Hydric Soil Present?	Yes ☑ No ☐	
Wetland Hydrology Present?	Yes ☑ No ☐	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Thuja plicata	15	Y	FAC
2. Alnus rubra	10	Y	FAC
3.			
4.			
	25	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')			
1. Acer circinatum	30	Y	FAC
2.			
3.			
4.			
5.			
	30	= Total Cover	

Herb Stratum (Plot size: 15'x15')			
1. Maianthemum dilatatum	30	Y	FAC
2. Lysichiton americanus	25	N	OBL
3. Athyrium felix-femina	15	Y	FAC
4. Tolmeia menziesii	10	Y	FAC
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	80	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 2/1	100					sa cl lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☑ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☑ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☑ Surface Water (A1)
- ☑ High Water Table (A2)
- ☑ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☑ No ☐ Depth (inches): 1

Water Table Present? Yes ☑ No ☐ Depth (inches): surface

Saturation Present? (includes capillary fringe) Yes ☑ No ☐ Depth (inches): surface

Wetland Hydrology Present? Yes ☑ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S6

Investigator(s): NW and MK Section, Township, Range: S 20, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): convex Slope (%): 1-2

Subregion (LRR): LRR A Lat: 47.375032 Long: -122.068791 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 5-15 percent slopes NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ___, Soil ___, or Hydrology ___ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ___, Soil ___, or Hydrology ___ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☑
Hydric Soil Present?	Yes ☐ No ☑	
Wetland Hydrology Present?	Yes ☐ No ☑	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Alnus rubra	15	Y	FAC
2. Thuja plicata	10	Y	FAC
3.			
4.			
	25	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')			
1. Acer circinatum	20	Y	FAC
2. Frangula purshiana	15	Y	FAC
3.			
4.			
5.			
	35	= Total Cover	

Herb Stratum (Plot size: 15'x15')			
1. Polystichum munitum	30	Y	FACU
2. Maianthemum dilatatum	20	N	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	50	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 80 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: _____

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 3/1	100					sa lo	
8-16	10YR 4/3	100					sa lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☐ No ☑

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☐ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☑ Depth (inches): _____

Water Table Present? Yes ☐ No ☑ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes ☐ No ☑ Depth (inches): _____

Wetland Hydrology Present? Yes ☐ No ☑

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys, and Coast Region

Project/Site: Lakepointe Urban Village City/County: Covington/King Sampling Date: 4/15/2014

Applicant/Owner: Oakpointe Land Covington, LLC State: WA Sampling Point: S7

Investigator(s): NW and MK Section, Township, Range: S19, T22, R06E

Landform (hillslope, terrace, etc.): depression Local relief (concave, convex, none): convex Slope (%): 0-1

Subregion (LRR): LRR A Lat: 47.376601 Long: -122.081859 Datum: NAD83

Soil Map Unit Name: Everett gravelly sandy loam 0-5 percent slopes NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ☑ No ☐ (If no, explain in Remarks.)

Are Vegetation ___, Soil ___, or Hydrology ___ significantly disturbed? Are "Normal Circumstances" present? Yes ☑ No ☐

Are Vegetation ___, Soil ___, or Hydrology ___ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ☑ No ☐	**Is the Sampled Area within a Wetland?** Yes ☐ No ☑
Hydric Soil Present?	Yes ☐ No ☑	
Wetland Hydrology Present?	Yes ☐ No ☑	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Alnus rubra	30	Y	FAC
2. Populus balsamifera	20	Y	FAC
3.			
4.			
	50	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Acer circinatum	40	Y	FAC
2. Cornus sericea	20	Y	FAC
3. Spirea douglasii	10	N	FACW
4.			
5.			
	35	= Total Cover	

Herb Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1. Polystichum munitum	20	Y	FACU
2. Maianthemum dilatatum	20	Y	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
	50	= Total Cover	

Woody Vine Stratum (Plot size: 15'x15')	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 83 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:
OBL species		x 1 = 0
FACW species		x 2 = 0
FAC species		x 3 = 0
FACU species		x 4 = 0
UPL species		x 5 = 0
Column Totals:	0 (A)	0 (B)

Prevalence Index = B/A = ____

Hydrophytic Vegetation Indicators:

- ☐ Rapid Test for Hydrophytic Vegetation
- ☑ Dominance Test is >50%
- ☐ Prevalence Index is ≤3.0[1]
- ☐ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ☐ Wetland Non-Vascular Plants[1]
- ☐ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ☑ No ☐

Remarks:

SOIL

Sampling Point: S7

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox %	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 3/2	100					sa lo	
6-18	10YR 4/3	100					sa lo	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ☐ Histosol (A1)
- ☐ Histic Epipedon (A2)
- ☐ Black Histic (A3)
- ☐ Hydrogen Sulfide (A4)
- ☐ Depleted Below Dark Surface (A11)
- ☐ Thick Dark Surface (A12)
- ☐ Sandy Mucky Mineral (S1)
- ☐ Sandy Gleyed Matrix (S4)
- ☐ Sandy Redox (S5)
- ☐ Stripped Matrix (S6)
- ☐ Loamy Mucky Mineral (F1) (**except MLRA 1**)
- ☐ Loamy Gleyed Matrix (F2)
- ☐ Depleted Matrix (F3)
- ☐ Redox Dark Surface (F6)
- ☐ Depleted Dark Surface (F7)
- ☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ☐ 2 cm Muck (A10)
- ☐ Red Parent Material (TF2)
- ☐ Very Shallow Dark Surface (TF12)
- ☐ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type:_____

Depth (inches):_____

Hydric Soil Present? Yes ☐ No ☑

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required; check all that apply)

- ☐ Surface Water (A1)
- ☐ High Water Table (A2)
- ☐ Saturation (A3)
- ☐ Water Marks (B1)
- ☐ Sediment Deposits (B2)
- ☐ Drift Deposits (B3)
- ☐ Algal Mat or Crust (B4)
- ☐ Iron Deposits (B5)
- ☐ Surface Soil Cracks (B6)
- ☐ Inundation Visible on Aerial Imagery (B7)
- ☐ Sparsely Vegetated Concave Surface (B8)
- ☐ Water-Stained Leaves (B9) (**except MLRA 1, 2, 4A, and 4B**)
- ☐ Salt Crust (B11)
- ☐ Aquatic Invertebrates (B13)
- ☐ Hydrogen Sulfide Odor (C1)
- ☐ Oxidized Rhizospheres along Living Roots (C3)
- ☐ Presence of Reduced Iron (C4)
- ☐ Recent Iron Reduction in Tilled Soils (C6)
- ☐ Stunted or Stressed Plants (D1) (**LRR A**)
- ☐ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ☑ Water-Stained Leaves (B9) (**MLRA 1, 2, 4A, and 4B**)
- ☐ Drainage Patterns (B10)
- ☐ Dry-Season Water Table (C2)
- ☐ Saturation Visible on Aerial Imagery (C9)
- ☐ Geomorphic Position (D2)
- ☐ Shallow Aquitard (D3)
- ☐ FAC-Neutral Test (D5)
- ☐ Raised Ant Mounds (D6) (**LRR A**)
- ☐ Frost-Heave Hummocks (D7)

Field Observations:

Surface Water Present? Yes ☐ No ☑ Depth (inches): _____

Water Table Present? Yes ☐ No ☑ Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes ☐ No ☑ Depth (inches): _____

Wetland Hydrology Present? Yes ☐ No ☑

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

It appears water rapidly moves through this area after large storm events, thus the water stained leaves, but no hydric soils.

APPENDIX B: WETLAND RATING FORM

Wetland name or number Lakepointe

WETLAND RATING FORM – WESTERN WASHINGTON
Version 2 - Updated July 2006 to increase accuracy and reproducibility among users
Updated Oct 2008 with the new WDFW definitions for priority habitats

Name of wetland (if known): Lakepointe Urban Village Date of site visit: 4/15/2014

Rated by M.Kamowski Trained by Ecology? Yes ☑ No ☐ Date of training 4/2013

SEC: 19 TWNSHP: 22 RNGE: 06E Is S/T/R in Appendix D? Yes ☐ No ☑

Map of wetland unit: Figure ____ Estimated size _____

SUMMARY OF RATING

Category based on FUNCTIONS provided by wetland

I__ II__ III ✔ IV__

Category I = Score >=70
Category II = Score 51-69
Category III = Score 30-50
Category IV = Score < 30

Score for Water Quality Functions	16
Score for Hydrologic Functions	12
Score for Habitat Functions	22
TOTAL score for Functions	50

Category based on SPECIAL CHARACTERISTICS of wetland

I ✔ II__ Does not Apply__

Final Category (choose the "highest" category from above) I

Summary of basic information about the wetland unit

Wetland Unit has Special Characteristics		Wetland HGM Class used for Rating	
Estuarine		**Depressional**	✔
Natural Heritage Wetland		**Riverine**	
Bog		**Lake-fringe**	
Mature Forest	✔	**Slope**	
Old Growth Forest		**Flats**	
Coastal Lagoon		**Freshwater Tidal**	
Interdunal			
None of the above		Check if unit has multiple HGM classes present	☐

Wetland name or number Lakepointe

Does the wetland unit being rated meet any of the criteria below?

If you answer YES to any of the questions below you will need to protect the wetland according to the regulations regarding the special characteristics found in the wetland.

Check List for Wetlands That May Need Additional Protection (in addition to the protection recommended for its category)	YES	NO
SP1. *Has the wetland unit been documented as a habitat for any Federally listed Threatened or Endangered* ***animal or plant*** *species (T/E species)?* For the purposes of this rating system, "documented" means the wetland is on the appropriate state or federal database.		✔
SP2. *Has the wetland unit been documented as habitat for any State listed Threatened or Endangered* ***animal*** *species?* For the purposes of this rating system, "documented" means the wetland is on the appropriate state database. Note: Wetlands with State listed plant species are categorized as Category I Natural Heritage Wetlands (see p. 19 of data form).		✔
SP3. *Does the wetland unit contain individuals of Priority species listed by the WDFW for the state?*		✔
SP4. *Does the wetland unit have a local significance in addition to its functions*? For example, the wetland has been identified in the Shoreline Master Program, the Critical Areas Ordinance, or in a local management plan as having special significance.		✔

To complete the next part of the data sheet you will need to determine the Hydrogeomorphic Class of the wetland being rated.

The hydrogeomorphic classification groups wetlands into those that function in similar ways. This simplifies the questions needed to answer how well the wetland functions. The Hydrogeomorphic Class of a wetland can be determined using the key below. See p. 24 for more detailed instructions on classifying wetlands.

Wetland name or number Lakepointe

Classification of Wetland Units in Western Washington

If the hydrologic criteria listed in each question do not apply to the entire unit being rated, you probably have a unit with multiple HGM classes. In this case, identify which hydrologic criteria in questions 1-7 apply, and go to Question 8.

1. Are the water levels in the entire unit usually controlled by tides (i.e. except during floods)?
☑ NO – go to 2 ☐ **YES** – the wetland class is **Tidal Fringe**

If yes, is the salinity of the water during periods of annual low flow below 0.5 ppt (parts per thousand)? **YES – Freshwater Tidal Fringe** ☐ **NO – Saltwater Tidal Fringe (Estuarine)** ☐

If your wetland can be classified as a Freshwater Tidal Fringe use the forms for ***Riverine*** *wetlands. If it is Saltwater Tidal Fringe it is rated as an* ***Estuarine*** *wetland.* Wetlands that were called estuarine in the first and second editions of the rating system are called Salt Water Tidal Fringe in the Hydrogeomorphic Classification. Estuarine wetlands were categorized separately in the earlier editions, and this separation is being kept in this revision. To maintain consistency between editions, the term "Estuarine" wetland is kept. Please note, however, that the characteristics that define Category I and II estuarine wetlands have changed (see p.).

2. The entire wetland unit is flat and precipitation is the only source (>90%) of water to it. Groundwater and surface water runoff are NOT sources of water to the unit.
☑ NO – go to 3 ☐ **YES** – The wetland class is **Flats**

If your wetland can be classified as a "Flats" wetland, use the form for **Depressional** wetlands.

3. Does the entire wetland unit **meet both** of the following criteria?
___The vegetated part of the wetland is on the shores of a body of permanent open water (without any vegetation on the surface) at least 20 acres (8 ha) in size;
___At least 30% of the open water area is deeper than 6.6 ft (2 m)?
☑ NO – go to 4 ☐ **YES –** The wetland class is **Lake-fringe (Lacustrine Fringe)**

4. Does the entire wetland unit **meet all** of the following criteria?
____The wetland is on a slope (*slope can be very gradual*),
____The water flows through the wetland in one direction (unidirectional) and usually comes from seeps. It may flow subsurface, as sheetflow, or in a swale without distinct banks.
____The water leaves the wetland **without being impounded**?
NOTE: *Surface water does not pond in these type of wetlands except occasionally in very small and shallow depressions or behind hummocks (depressions are usually <3ft diameter and less than 1 foot deep).*
☑ NO - go to 5 ☐ **YES –** The wetland class is **Slope**

Wetland name or number Lakepointe

5. Does the entire wetland unit **meet all** of the following criteria?

____ The unit is in a valley, or stream channel, where it gets inundated by overbank flooding from that stream or river

____ The overbank flooding occurs at least once every two years.

NOTE: The riverine unit can contain depressions that are filled with water when the river is not flooding.

☑ NO - go to 6 ☐ **YES** – The wetland class is **Riverine**

6. Is the entire wetland unit in a topographic depression in which water ponds, or is saturated to the surface, at some time during the year. *This means that any outlet, if present, is higher than the interior of the wetland.*

☑ NO – go to 7 ☐ **YES –** The wetland class is **Depressional**

7. Is the entire wetland unit located in a very flat area with no obvious depression and no overbank flooding. The unit does not pond surface water more than a few inches. The unit seems to be maintained by high groundwater in the area. The wetland may be ditched, but has no obvious natural outlet.

☐ NO – go to 8 ☐ **YES** – The wetland class is **Depressional**

8. Your wetland unit seems to be difficult to classify and probably contains several different HGM clases. For example, seeps at the base of a slope may grade into a riverine floodplain, or a small stream within a depressional wetland has a zone of flooding along its sides. GO BACK AND IDENTIFY WHICH OF THE HYDROLOGIC REGIMES DESCRIBED IN QUESTIONS 1-7 APPLY TO DIFFERENT AREAS IN THE UNIT (make a rough sketch to help you decide). Use the following table to identify the appropriate class to use for the rating system if you have several HGM classes present within your wetland. NOTE: Use this table only if the class that is recommended in the second column represents 10% or more of the total area of the wetland unit being rated. If the area of the class listed in column 2 is less than 10% of the unit; classify the wetland using the class that represents more than 90% of the total area.

HGM Classes within the wetland unit being rated		*HGM Class to Use in Rating*	
Slope + Riverine	☐	Riverine	☐
Slope + Depressional	☐	Depressional	☐
Slope + Lake-fringe	☐	Lake-fringe	☐
Depressional + Riverine along stream within boundary	☑	Depressional	☑
Depressional + Lake-fringe	☐	Depressional	☐
Salt Water Tidal Fringe and any other class of freshwater wetland	☐	Treat as ESTUARINE under wetlands with special characteristics	☐

If you are unable still to determine which of the above criteria apply to your wetland, or if you have more than 2 HGM classes within a wetland boundary, classify the wetland as **Depressional** for the rating.

Wetland name or number Lakepointe

D	**Depressional and Flats Wetlands** **WATER QUALITY FUNCTIONS** - Indicators that the wetland unit functions to improve water quality	**Points** (only 1 score per box)
D	**D 1. Does the wetland unit have the <u>potential</u> to improve water quality?**	***(see p.38)***
D	D 1.1 Characteristics of surface water flows out of the wetland: ☐ Unit is a depression with no surface water leaving it (no outlet) points = 3 ☐ Unit has an intermittently flowing, OR highly constricted permanently flowing outlet points = 2 ☑ Unit has an unconstricted, or slightly constricted, surface outlet (*permanently flowing*) points = 1 ☐ Unit is a "flat" depression (Q. 7 on key), or in the Flats class, with permanent surface outflow **and no obvious natural outlet** and/or outlet is a man-made ditch points = 1 (*If ditch is not permanently flowing treat unit as "intermittently flowing"*) Provide photo or drawing	**Figure** ___ 1
D	S 1.2 The soil 2 inches below the surface (or duff layer) is clay or organic *(use NRCS definitions)* ☐ YES points = 4 ☑ NO points = 0	0
D	D 1.3 Characteristics of persistent vegetation (emergent, shrub, and/or forest Cowardin class) ☑ Wetland has persistent, ungrazed, vegetation > = 95% of area points = 5 ☐ Wetland has persistent, ungrazed, vegetation > = 1/2 of area points = 3 ☐ Wetland has persistent, ungrazed vegetation > = 1/10 of area points = 1 ☐ Wetland has persistent, ungrazed vegetation <1/10 of area points = 0 Map of Cowardin vegetation classes	**Figure** ___ 5
D	D1.4 Characteristics of seasonal ponding or inundation. *This is the area of the wetland unit that is ponded for at least 2 months, but dries out sometime during the year. Do not count the area that is permanently ponded. Estimate area as the average condition 5 out of 10 yrs.* ☐ Area seasonally ponded is > ½ total area of wetland points = 4 ☑ Area seasonally ponded is > ¼ total area of wetland points = 2 ☐ Area seasonally ponded is < ¼ total area of wetland points = 0 Map of Hydroperiods	**Figure** ___ 2
D	**Total for D 1** *Add the points in the boxes above*	8
D	**D 2. Does the wetland unit have the <u>opportunity</u> to improve water quality?** Answer YES if you know or believe there are pollutants in groundwater or surface water coming into the wetland that would otherwise reduce water quality in streams, lakes or groundwater downgradient from the wetland. *Note which of the following conditions provide the sources of pollutants. A unit may have pollutants coming from several sources, but any single source would qualify as opportunity.* ☐ Grazing in the wetland or within 150 ft ☑ Untreated stormwater discharges to wetland ☐ Tilled fields or orchards within 150 ft of wetland ☐ A stream or culvert discharges into wetland that drains developed areas, residential areas, farmed fields, roads, or clear-cut logging ☑ Residential, urban areas, golf courses are within 150 ft of wetland ☐ Wetland is fed by groundwater high in phosphorus or nitrogen ☐ Other _____ ☑ **YES** multiplier is **2** ☐ **NO** multiplier is **1**	***(see p. 44)*** multiplier 2
D	**<u>TOTAL</u> - Water Quality Functions** Multiply the score from D1 by D2 ***Add score to table on p. 1***	16

Wetland name or number Lakepointe

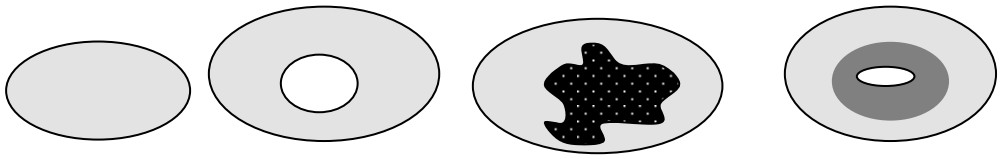
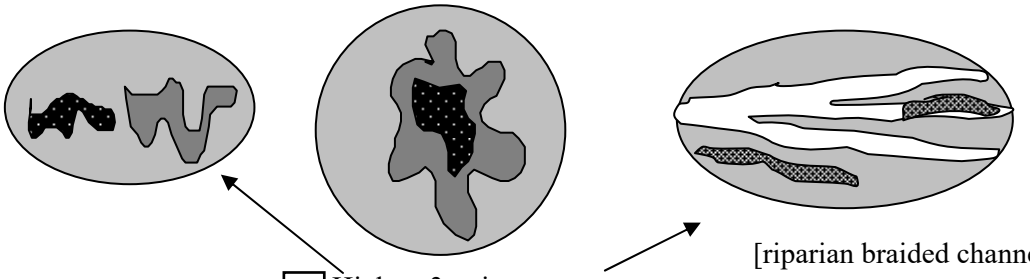
D	**Depressional and Flats Wetlands** HYDROLOGIC FUNCTIONS - Indicators that the wetland unit functions to reduce flooding and stream degradation	**Points** (only 1 score per box)
	D 3. Does the wetland unit have the <u>potential</u> to reduce flooding and erosion?	***(see p.46)***
D	D 3.1 Characteristics of surface water flows out of the wetland unit ☐ Unit is a depression with no surface water leaving it (no outlet) points = 4 ☐ Unit has an intermittently flowing, OR highly constricted permanently flowing outlet points = 2 ☐ Unit is a "flat" depression (Q. 7 on key), or in the Flats class, with permanent surface outflow **and no obvious natural outlet** and/or outlet is a man-made ditch points = 1 (*If ditch is not permanently flowing treat unit as "intermittently flowing"*) ☑ Unit has an unconstricted, or slightly constricted, surface outlet (*permanently flowing*) points = 0	0
D	D 3.2 Depth of storage during wet periods *Estimate the height of ponding above the bottom of the outlet. For units with no outlet measure from the surface of permanent water or deepest part (if dry).* ☐ Marks of ponding are 3 ft or more above the surface or bottom of outlet points = 7 ☐ The wetland is a "headwater" wetland" points = 5 ☐ Marks of ponding between 2 ft to < 3 ft from surface or bottom of outlet points = 5 ☑ Marks are at least 0.5 ft to < 2 ft from surface or bottom of outlet points = 3 ☐ Unit is flat (yes to Q. 2 or Q. 7 on key) but has small depressions on the surface that trap water points = 1 ☐ Marks of ponding less than 0.5 ft points = 0	3
D	D 3.3 Contribution of wetland unit to storage in the watershed *Estimate the ratio of the area of upstream basin contributing surface water to the wetland to the area of the wetland unit itself.* ☐ The area of the basin is less than 10 times the area of unit points = 5 ☑ The area of the basin is 10 to 100 times the area of the unit points = 3 ☐ The area of the basin is more than 100 times the area of the unit points = 0 ☐ Entire unit is in the FLATS class points = 5	3
D	**Total for D 3** *Add the points in the boxes above*	6
D	**D 4. Does the wetland unit have the <u>opportunity</u> to reduce flooding and erosion?** Answer YES if the unit is in a location in the watershed where the flood storage, or reduction in water velocity, it provides helps protect downstream property and aquatic resources from flooding or excessive and/or erosive flows. Answer NO if the water coming into the wetland is controlled by a structure such as flood gate, tide gate, flap valve, reservoir etc. OR you estimate that more than 90% of the water in the wetland is from groundwater in areas where damaging groundwater flooding does not occur. *Note which of the following indicators of opportunity apply.* ☐ Wetland is in a headwater of a river or stream that has flooding problems ☑ Wetland drains to a river or stream that has flooding problems ☐ Wetland has no outlet and impounds surface runoff water that might otherwise flow into a river or stream that has flooding problems ☐ Other_____ ☑ **YES** multiplier is **2** ☐ **NO** multiplier is **1**	***(see p. 49)*** multiplier 2
D	**TOTAL - Hydrologic Functions** Multiply the score from D 3 by D 4 ***Add score to table on p. 1***	12

Wetland name or number Lakepointe

These questions apply to wetlands of all HGM classes. HABITAT FUNCTIONS - Indicators that unit functions to provide important habitat	**Points** (only 1 score per box)
H 1. Does the wetland unit have the potential to provide habitat for many species?	
H 1.1 Vegetation structure ***(see p. 72)*** *Check the types of vegetation classes present (as defined by Cowardin)- Size threshold for each class is ¼ acre or more than 10% of the area if unit is smaller than 2.5 acres.* ☐ Aquatic bed ☐ Emergent plants ☑ Scrub/shrub (areas where shrubs have >30% cover) ☑ Forested (areas where trees have >30% cover) *If the unit has a forested class check if:* ☑ The forested class has 3 out of 5 strata (canopy, sub-canopy, shrubs, herbaceous, moss/ground-cover) that each cover 20% within the forested polygon *Add the number of vegetation structures that qualify. If you have:* ☐ 4 structures or more points = 4 ☑ 3 structures points = 2 ☐ 2 structures points = 1 ☐ 1 structure points = 0 Map of Cowardin vegetation classes	**Figure** ___ 2
H 1.2. Hydroperiods ***(see p. 73)*** *Check the types of water regimes (hydroperiods) present within the wetland. The water regime has to cover more than 10% of the wetland or ¼ acre to count. (see text for descriptions of hydroperiods)* ☐ Permanently flooded or inundated ☑ Seasonally flooded or inundated ☐ Occasionally flooded or inundated ☑ Saturated only ☐ 4 or more types present points = 3 ☑ 3 types present points = 2 ☐ 2 types present point = 1 ☐ 1 type present points = 0 ☑ Permanently flowing stream or river in, or adjacent to, the wetland ☐ Seasonally flowing stream in, or adjacent to, the wetland ☐ ***Lake-fringe wetland* = 2 points** ☐ ***Freshwater tidal wetland* = 2 points** Map of hydroperiods	**Figure** ___ 2
H 1.3. Richness of Plant Species ***(see p. 75)*** Count the number of plant species in the wetland that cover at least 10 ft^2. (*different patches of the same species can be combined to meet the size threshold)* *You do not have to name the species.* *Do not include Eurasian Milfoil, reed canarygrass, purple loosestrife, Canadian Thistle* If you counted: ☑ > 19 species points = 2 ☐ 5 - 19 species points = 1 ☐ < 5 species points = 0 *List species below if you want to:*	2

Total for page 6

Wetland name or number Lakepo

H 1.4. Interspersion of habitats ***(see p. 76)*** Decide from the diagrams below whether interspersion between Cowardin vegetation classes (described in H 1.1), or the classes and unvegetated areas (can include open water or mudflats) is high, medium, low, or none.  ☐ None = 0 points ☑ Low = 1 point ☐ Moderate = 2 points  [riparian braided channels] ☐ High = 3 points NOTE: If you have four or more classes or three vegetation classes and open water the rating is always "high". Use map of Cowardin vegetation classes	**Figure ___** 1
H 1.5. Special Habitat Features: ***(see p. 77)*** *Check the habitat features that are present in the wetland. The number of checks is the number of points you put into the next column.* ☑ Large, downed, woody debris within the wetland (>4in. diameter and 6 ft long). ☑ Standing snags (diameter at the bottom > 4 inches) in the wetland ☐ Undercut banks are present for at least 6.6 ft (2m) and/or overhanging vegetation extends at least 3.3 ft (1m) over a stream (or ditch) in, or contiguous with the unit, for at least 33 ft (10m) ☐ Stable steep banks of fine material that might be used by beaver or muskrat for denning (>30degree slope) OR signs of recent beaver activity are present *(cut shrubs or trees that have not yet turned grey/brown)* ☐ At least ¼ acre of thin-stemmed persistent vegetation or woody branches are present in areas that are permanently or seasonally inundated.*(structures for egg-laying by amphibians)* ☑ Invasive plants cover less than 25% of the wetland area in each stratum of plants *NOTE: The 20% stated in early printings of the manual on page 78 is an error.*	3
H 1. TOTAL Score - potential for providing habitat *Add the scores from H1.1, H1.2, H1.3, H1.4, H1.5*	1 (

Comments

Wetland name or number Lakepointe

H 2. Does the wetland unit have the opportunity to provide habitat for many species?	
H 2.1 Buffers ***(see p. 80)*** *Choose the description that best represents condition of buffer of wetland unit. The highest scoring criterion that applies to the wetland is to be used in the rating. See text for definition of "undisturbed."* ☐ 100 m (330ft) of relatively undisturbed vegetated areas, rocky areas, or open water >95% of circumference. No structures are within the undisturbed part of buffer. (relatively undisturbed also means no-grazing, no landscaping, no daily human use) **Points = 5** ☐ 100 m (330 ft) of relatively undisturbed vegetated areas, rocky areas, or open water > 50% circumference. **Points = 4** ☐ 50 m (170ft) of relatively undisturbed vegetated areas, rocky areas, or open water >95% circumference. **Points = 4** ☐ 100 m (330ft) of relatively undisturbed vegetated areas, rocky areas, or open water > 25% circumference, . **Points = 3** ☑ 50 m (170ft) of relatively undisturbed vegetated areas, rocky areas, or open water for > 50% circumference. **Points = 3** **If buffer does not meet any of the criteria above** ☐ No paved areas (except paved trails) or buildings within 25 m (80ft) of wetland > 95% circumference. Light to moderate grazing, or lawns are OK. **Points = 2** ☐ No paved areas or buildings within 50m of wetland for >50% circumference. Light to moderate grazing, or lawns are OK. **Points = 2** ☐ Heavy grazing in buffer. **Points = 1** ☐ Vegetated buffers are <2m wide (6.6ft) for more than 95% of the circumference (e.g. tilled fields, paving, basalt bedrock extend to edge of wetland **Points = 0**. ☐ Buffer does not meet any of the criteria above. **Points = 1** Aerial photo showing buffers	**Figure ___** 3
H 2.2 Corridors and Connections ***(see p. 81)*** H 2.2.1 Is the wetland part of a relatively undisturbed and unbroken vegetated corridor (either riparian or upland) that is at least 150 ft wide, has at least 30% cover of shrubs, forest or native undisturbed prairie, that connects to estuaries, other wetlands or undisturbed uplands that are at least 250 acres in size? (*dams in riparian corridors*, *heavily used gravel roads*, *paved roads, are considered breaks in the corridor*). ☐ YES = **4 points** (*go to H 2.3*) ☐ NO = go to H 2.2.2 H 2.2.2 Is the wetland part of a relatively undisturbed and unbroken vegetated corridor (either riparian or upland) that is at least 50ft wide, has at least 30% cover of shrubs or forest, and connects to estuaries, other wetlands or undisturbed uplands that are at least 25 acres in size? **OR** a **Lake-fringe** wetland, if it does not have an undisturbed corridor as in the question above? ☑ YES = **2 points** (*go to H 2.3*) ☐ NO = H 2.2.3 H 2.2.3 Is the wetland: ☐ within 5 mi (8km) of a brackish or salt water estuary OR ☐ within 3 mi of a large field or pasture (>40 acres) OR ☐ within 1 mi of a lake greater than 20 acres? ☐ YES = **1 point** ☐ NO = **0 points**	2

Total for page 5

Wetland name or number Lakepointe

H 2.3 Near or adjacent to other priority habitats listed by WDFW ***(see new and complete descriptions of WDFW priority habitats, and the counties in which they can be found, in the PHS report http://wdfw.wa.gov/hab/phslist.htm)*** Which of the following priority habitats are within 330ft (100m) of the wetland unit? *NOTE: the connections do not have to be relatively undisturbed.* ☐ **Aspen Stands:** Pure or mixed stands of aspen greater than 0.4 ha (1 acre). ☑ **Biodiversity Areas and Corridors**: Areas of habitat that are relatively important to various species of native fish and wildlife (*full descriptions in WDFW PHS report p. 152*). ☐ **Herbaceous Balds:** Variable size patches of grass and forbs on shallow soils over bedrock. ☑ **Old-growth/Mature forests:** (Old-growth west of Cascade crest) Stands of at least 2 tree species, forming a multi-layered canopy with occasional small openings; with at least 20 trees/ha (8 trees/acre) > 81 cm (32 in) dbh or > 200 years of age. **(**Mature forests) Stands with average diameters exceeding 53 cm (21 in) dbh; crown cover may be less that 100%; crown cover may be less that 100%; decay, decadence, numbers of snags, and quantity of large downed material is generally less than that found in old-growth; 80 - 200 years old west of the Cascade crest. ☐ **Oregon white Oak:** Woodlands Stands of pure oak or oak/conifer associations where canopy coverage of the oak component is important (*full descriptions in WDFW PHS report p. 158*). ☑ **Riparian**: The area adjacent to aquatic systems with flowing water that contains elements of both aquatic and terrestrial ecosystems which mutually influence each other. ☐ **Westside Prairies:** Herbaceous, non-forested plant communities that can either take the form of a dry prairie or a wet prairie (*full descriptions in WDFW PHS report p. 161*). ☑ **Instream:** The combination of physical, biological, and chemical processes and conditions that interact to provide functional life history requirements for instream fish and wildlife resources. ☐ **Nearshore**: Relatively undisturbed nearshore habitats. These include Coastal Nearshore, Open Coast Nearshore, and Puget Sound Nearshore. (*full descriptions of habitats and the definition of relatively undisturbed are in WDFW report: pp. 167-169 and glossary in Appendix A).* ☐ **Caves:** A naturally occurring cavity, recess, void, or system of interconnected passages under the earth in soils, rock, ice, or other geological formations and is large enough to contain a human. ☐ **Cliffs:** Greater than 7.6 m (25 ft) high and occurring below 5000 ft. ☐ **Talus:** Homogenous areas of rock rubble ranging in average size 0.15 - 2.0 m (0.5 - 6.5 ft), composed of basalt, andesite, and/or sedimentary rock, including riprap slides and mine tailings. May be associated with cliffs. ☑ **Snags and Logs:** Trees are considered snags if they are dead or dying and exhibit sufficient decay characteristics to enable cavity excavation/use by wildlife. Priority snags have a diameter at breast height of > 51 cm (20 in) in western Washington and are > 2 m (6.5 ft) in height. Priority logs are > 30 cm (12 in) in diameter at the largest end, and > 6 m (20 ft) long. ☑ If wetland has **3 or more** priority habitats **= 4 points** ☐ If wetland has **2** priority habitats = **3 points** ☐ If wetland has **1** priority habitat **= 1 point** ☐ No habitats = 0 points *Note: All vegetated wetlands are by definition a priority habitat but are not included in this list. Nearby wetlands are addressed in question H 2.4)*	4

Wetland name or number Lakepointe

H 2.4 Wetland Landscape *(choose the **one** description of the landscape around the wetland that best fits)* ***(see p. 84)*** ☐ There are at least 3 other wetlands within ½ mile, and the connections between them are relatively undisturbed (light grazing between wetlands OK, as is lake shore with some boating, but connections should NOT be bisected by paved roads, fill, fields, or other development. points = 5 ☐ The wetland is Lake-fringe on a lake with little disturbance and there are 3 other lake-fringe wetlands within ½ mile points = 5 ✔ There are at least 3 other wetlands within ½ mile, BUT the connections between them are disturbed points = 3 ☐ The wetland is Lake-fringe on a lake **with** disturbance and there are 3 other lake-fringe wetland within ½ mile points = 3 ☐ There is at least 1 wetland within ½ mile. points = 2 ☐ There are no wetlands within ½ mile. points = 0	3
H 2. TOTAL Score - opportunity for providing habitat *Add the scores from H2.1,H2.2, H2.3, H2.4*	12
TOTAL for H 1 from page 14	10
Total Score for Habitat Functions – add the points for H 1, H 2 and record the result on p. 1	22

Wetland name or number Lakepointe

CATEGORIZATION BASED ON SPECIAL CHARACTERISTICS

Please determine if the wetland meets the attributes described below and circle the appropriate answers and Category.

Wetland Type *Check off any criteria that apply to the wetland. Circle the Category when the appropriate criteria are met.*	**Category**
SC 1.0 Estuarine wetlands ***(see p. 86)*** Does the wetland unit meet the following criteria for Estuarine wetlands? ☐ The dominant water regime is tidal, ☐ Vegetated, and ☐ With a salinity greater than 0.5 ppt. ☐ YES = Go to SC 1.1 NO ☑ Go to SC 2.0	
SC 1.1 Is the wetland unit within a National Wildlife Refuge, National Park, National Estuary Reserve, Natural Area Preserve, State Park or Educational, Environmental, or Scientific Reserve designated under WAC 332-30-151? ☐ YES = Category I ☐ NO go to SC 1.2	**Cat. I** ☐
SC 1.2 Is the wetland unit at least 1 acre in size and meets at least two of the following three conditions? ☐ YES = Category I ☐ NO = Category II ☐ The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing, and has less than 10% cover of non-native plant species. If the non-native *Spartina* spp. are the only species that cover more than 10% of the wetland, then the wetland should be given a dual rating (I/II). The area of Spartina would be rated a Category II while the relatively undisturbed upper marsh with native species would be a Category I. Do not, however, exclude the area of Spartina in determining the size threshold of 1 acre. ☐ At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or un-mowed grassland. ☐ The wetland has at least 2 of the following features: tidal channels, depressions with open water, or contiguous freshwater wetlands.	☐ **Cat. I** ☐ **Cat. II** ☐ **Dual rating I/II**

Wetland name or number Lakepointe

SC 2.0 Natural Heritage Wetlands ***(see p. 87)*** Natural Heritage wetlands have been identified by the Washington Natural Heritage Program/DNR as either high quality undisturbed wetlands or wetlands that support state Threatened, Endangered, or Sensitive plant species. SC 2.1 Is the wetland unit being rated in a Section/Township/Range that contains a Natural Heritage wetland? *(this question is used to screen out most sites before you need to contact WNHP/DNR)* S/T/R information from Appendix D [✔] or accessed from WNHP/DNR web site [ ] YES [ ] – contact WNHP/DNR (see p. 79) and go to SC 2.2 NO [✔] SC 2.2 Has DNR identified the wetland as a high quality undisturbed wetland or as or as a site with state threatened or endangered plant species? [ ] YES = Category I NO [✔] not a Heritage Wetland	[ ] **Cat. I**
SC 3.0 Bogs ***(see p. 87)*** Does the wetland unit (**or any part of the unit**) meet both the criteria for soils and vegetation in bogs? *Use the key below to identify if the wetland is a bog.* ***If you answer yes you will still need to rate the wetland based on its functions.*** 1. Does the unit have organic soil horizons (i.e. layers of organic soil), either peats or mucks, that compose 16 inches or more of the first 32 inches of the soil profile? (See Appendix B for a field key to identify organic soils)? Yes - go to Q. 3 [ ] [✔] No - go to Q. 2 2. Does the unit have organic soils, either peats or mucks that are less than 16 inches deep over bedrock, or an impermeable hardpan such as clay or volcanic ash, or that are floating on a lake or pond? [ ] Yes - go to Q. 3 [✔] No - Is not a bog for purpose of rating 3. Does the unit have more than 70% cover of mosses at ground level, AND other plants, if present, consist of the "bog" species listed in Table 3 as a significant component of the vegetation (more than 30% of the total shrub and herbaceous cover consists of species in Table 3)? [ ] Yes – Is a bog for purpose of rating [ ] No - go to Q. 4 NOTE: If you are uncertain about the extent of mosses in the understory you may substitute that criterion by measuring the pH of the water that seeps into a hole dug at least 16" deep. If the pH is less than 5.0 and the "bog" plant species in Table 3 are present, the wetland is a bog. *1.* Is the unit forested (> 30% cover) with sitka spruce, subalpine fir, western red cedar, western hemlock, lodgepole pine, quaking aspen, Englemann's spruce, or western white pine, WITH any of the species (or combination of species) on the bog species plant list in Table 3 as a significant component of the ground cover *(> 30% coverage of the total shrub/herbaceous cover)?* 2. [ ] YES = Category I No [ ] Is not a bog for purpose of rating	[ ] **Cat. I**

Wetland name or number Lakepointe

SC 4.0 Forested Wetlands *(see p. 90)* Does the wetland unit have at least 1 acre of forest that meet one of these criteria for the Department of Fish and Wildlife's forests as priority habitats? *If you answer yes you will still need to rate the wetland based on its functions.* ☐ **Old-growth forests**: (west of Cascade crest) Stands of at least two tree species, forming a multi-layered canopy with occasional small openings; with at least 8 trees/acre (20 trees/hectare) that are at least 200 years of age OR have a diameter at breast height (dbh) of 32 inches (81 cm) or more. NOTE: The criterion for dbh is based on measurements for upland forests. Two-hundred year old trees in wetlands will often have a smaller dbh because their growth rates are often slower. The DFW criterion is and "OR" so old-growth forests do not necessarily have to have trees of this diameter. ☑ **Mature forests**: (west of the Cascade Crest) Stands where the largest trees are 80 – 200 years old OR have average diameters (dbh) exceeding 21 inches (53cm); crown cover may be less that 100%; decay, decadence, numbers of snags, and quantity of large downed material is generally less than that found in old-growth. ☑ YES = Category I NO ☐ not a forested wetland with special characteristics	**Cat. I** ☑
SC 5.0 Wetlands in Coastal Lagoons *(see p. 91)* Does the wetland meet all of the following criteria of a wetland in a coastal lagoon? ☐ The wetland lies in a depression adjacent to marine waters that is wholly or partially separated from marine waters by sandbanks, gravel banks, shingle, or, less frequently, rocks ☐ The lagoon in which the wetland is located contains surface water that is saline or brackish (> 0.5 ppt) during most of the year in at least a portion of the lagoon *(needs to be measured near the bottom)* ☐ YES = Go to SC 5.1 NO ☑ not a wetland in a coastal lagoon SC 5.1 Does the wetland meets all of the following three conditions? ☐ The wetland is relatively undisturbed (has no diking, ditching, filling, cultivation, grazing), and has less than 20% cover of invasive plant species (see list of invasive species on p. 74). ☐ At least ¾ of the landward edge of the wetland has a 100 ft buffer of shrub, forest, or un-grazed or un-mowed grassland. ☐ The wetland is larger than 1/10 acre (4350 square feet) ☐ YES = Category I ☐ NO = Category II	☐ **Cat. I** ☐ **Cat. II**

Wetland name or number Lakepointe

SC 6.0 Interdunal Wetlands ***(see p. 93)*** Is the wetland unit west of the 1889 line (also called the Western Boundary of Upland Ownership or WBUO)? ☐ YES - go to SC 6.1 NO ☑ not an interdunal wetland for rating ***If you answer yes you will still need to rate the wetland based on its functions.*** In practical terms that means the following geographic areas: ☐ Long Beach Peninsula- lands west of SR 103 ☐ Grayland-Westport- lands west of SR 105 ☐ Ocean Shores-Copalis- lands west of SR 115 and SR 109 SC 6.1 Is the wetland one acre or larger, or is it in a mosaic of wetlands that is once acre or larger? ☐ YES = Category II ☐ NO – go to SC 6.2 SC 6.2 Is the unit between 0.1 and 1 acre, or is it in a mosaic of wetlands that is between 0.1 and 1 acre? ☐ YES = Category III	**Cat. II** ☐ **Cat. III** ☐
Category of wetland based on Special Characteristics *Choose the "highest" rating if wetland falls into several categories, and record on p. 1.* If you answered NO for all types enter "Not Applicable" on p.1	☐ Cat. I ☐ Cat. II ☐ Cat. III ☑ n/a

Appendix C: NWI Aerial Map

U.S. Fish and Wildlife Service

National Wetlands Inventory

Hawk Property

Apr 24, 2015

Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

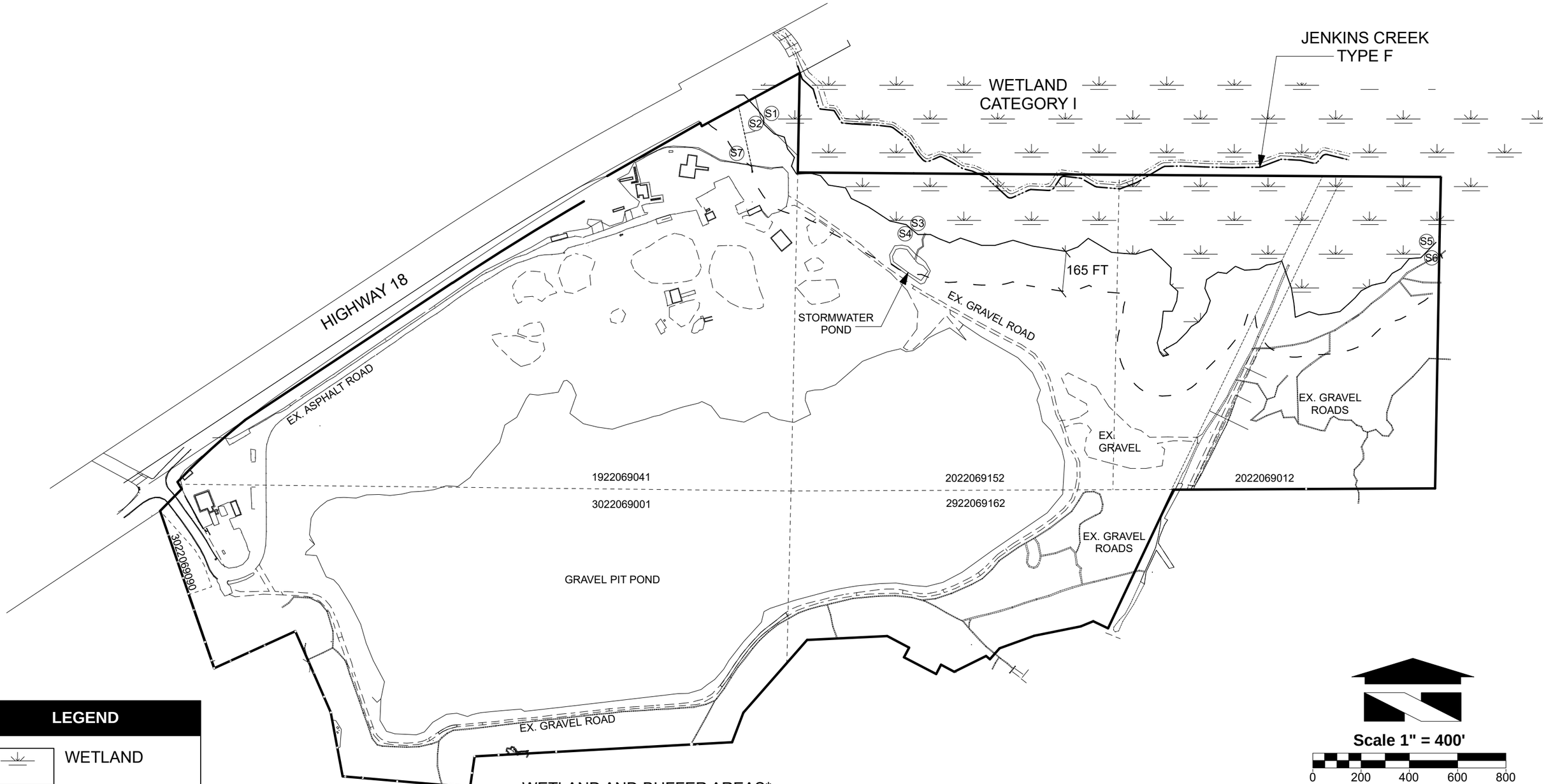
14087 Oakpointe Land Covington

Appendix D: Critical Area Study on Wetlands and Streams Map

CRITICAL AREA STUDY ON WETLANDS AND STREAMS MAP

LAKEPOINTE URBAN VILLAGE

PORTION OF SECTIONS 19, 20, 29, AND 30, TOWNSHIP 22, RANGE 06E, W.M.



LEGEND

- WETLAND
- STREAM
- BUFFER
- S1 - S7 DATA SITES

WETLAND AND BUFFER AREAS*

Feature	Total Area On-site	Parcel 1922069012	Parcel 1922069041	Parcel 2022069152
Wetland A	928,291 square feet	592,328 square feet	38,971 square feet	296,984 square feet
Wetland A Buffer	689,934 square feet	372,391 square feet	79,298 square feet	238,245 square feet

*NOTE: There are no wetland or buffer areas present on parcel 2022069162, 13022069001, or 3022069090.

Wetland Resources, Inc.
Delineation / Mitigation / Restoration / Habitat Creation / Permit Assistance
9505 19th Avenue S.E. Suite 106 Everett,Washington 98208
Phone: (425) 337-3174
Fax: (425) 337-3045
Email: mailbox@wetlandresources .com

CRITICAL AREA STUDY ON WETLANDS AND STREAMS MAP
LAKEPOINTE URBAN VILLAGE
COVINGTON, WA

Sheet 1/1
Oakpointe Land Covington, LLC — WRI Job #14087
Attn: Kevin Thomas — Drawn by: MK
10220 NE Points Dr. #310 — Date: 04.24.2015
Kirkland, WA 98033 — Revised: 11.04.2016
Planning Commission March 16, 2017

Rev. 2

CRITICAL AREAS STUDY FOR GEOLOGICAL HAZARD AREAS LAKEPOINTE PROPERTY

Covington, Washington

Submitted To: Oakpointe Land Covington LLC
10220 NE Points Drive, Suite 120
Kirkland, WA 98033

Submitted By: Golder Associates Inc.
18300 NE Union Hill Road, Suite 200
Redmond, WA 98052 USA

October 18, 2016

Project No. 123-93277-06

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1.0 INTRODUCTION AND SCOPE

The initial version of this report was dated July 25, 2016 and was submitted to the City of Covington for review and comment. Comments were provided to Golder verbally in a meeting with City Development Review Engineer, Nelson Ogren, PE. This report revision (Rev. 2) contains revisions based on those comments.

The Lakepointe Property (Lakepointe) is located in the City of Covington south and east of the intersection of State Route (SR) 18 and 256th Street, and occupies about 212 acres (Figure 1). The property was historically used for sand and gravel mining and is now being leased for asphalt production.

Lakepointe is currently undergoing reclamation in accordance with a Department of Natural Resources (DNR) reclamation plan. Excerpts from Lakeside Industries' reclamation plan (Harmsen 2015) are shown in Figures 2 and 3. The reclamation plan will result in the filling of most of the former sand and gravel pit leaving a portion of the pit unfilled to form a lake/pond in the southwest corner of the property.

Reclamation filling and grading is being engineered to allow for the future residential and commercial development of Lakepointe including the construction of a connector road from the interchange at Highway 18 through the Lakepointe property to 204th Avenue SE south and east of Lakepointe. A conceptual level development plan for Lakepointe is shown in Figure 4 and includes commercial development in the north and west portions of the property and residential development in the southeast.

This report is intended to satisfy the criteria for a critical areas study of Lakepointe in accordance with City of Covington Code (CMC) 18.65.110. The CMC regulates eight types of critical areas: Landslide Hazard; Steep Slope Hazard; Erosion Hazard; Critical Aquifer Recharge Areas; Flood Hazard and Channel Migration Zones; Wetlands; Aquatic and Wildlife. Biologic critical areas will be addressed by others and are not included in this report. This report addresses the following geologic critical areas.

- Critical Aquifer Recharge Areas
- Steep Slope Hazard Areas
- Landslide Hazard Areas
- Erosion Hazard Areas
- Flood Hazard and Channel Migration Zones

2.0 LAKEPOINTE SITE DESCRIPTION AND PROPERTY HISTORY

2.1 Site Description

Lakepointe is located along the south side of Highway 18 between Maple Valley and Covington and is accessed from the SE 256th Street exit off Highway 18. Lakepointe is approximately 212 acres in size and is irregularly shaped with its long axis is oriented roughly east-west with Highway 18 running parallel to the northwest side of the site (Figure 4). Excluding the mine pit and slopes along the south site boundary the property has relatively flat topography ranging from about 390 to 400 feet in elevation. The pit floor contains several man-made water quality ponds and irregular topography generally ranging in elevation from about 315 to 345 feet.

The east portion of the property contains mapped wetlands bordering Jenkins Creek which flows into the site for a short distance along the northeast property border before continuing west under Highway 18. The majority of the property is bare earth or sparse vegetation and sediment ponds with the exception of the forested wetlands at the east end and perimeter vegetated and forested buffer areas. The south and southeast corner of the property slopes up to an upland area of residential subdivisions (about elevation 450 ft.). The slopes are forested and are inclined at approximately 15 to just over 40 percent.

Office and shop buildings for Lakeside Industries asphalt production facilities are located at the west end of Lakepointe along with paved surface parking and a truck scale. A paved access road extends to the east end of the site along the north boundary (parallel to Highway 18). Asphalt batching facilities are located at the north central portion of Lakepointe and consist of small wood-frame buildings, steel tanks and conveyors, stormwater facilities, aggregate material stockpiles, truck maintenance facilities, and equipment storage areas. Stormwater is collected and directed to settlement and water quality treatment ponds within the former gravel pit.

The flat lying property offsite to the west and north contain rural, single-family private property. To the south and east of Lakepointe development consists of single family subdivisions. Williams Natural Gas has a pipeline right of way crossing the east end of the site at the toe of the northwest facing slope.

2.2 Property History

Based on historical air photographs (EDR 2013), sand and gravel extraction began in the central portion of Lakepointe in the 1970s. As the pit excavation deepened and expanded dewatering of the pit was necessary to continue operations. Pumps control natural groundwater seepage into the pit, discharging pumped water to a small pond adjacent to wetlands along Jenkins Creek at the east end of Lakepointe.

Lakepointe was leased to Lakeside Industries (Lakeside) in 1985. Asphalt batching plant facilities are located in the north central portion of the property and Lakeside's office and shop facility are located near

the property entrance at the west end. The asphalt batching operations area in the north east portion of the property, the Lakeside office at the west end, the buffer around the south edge of the property, and the undeveloped entire eastern third of the property do not appear to have been mined.

Lakeside conducted a limited amount of additional sand and gravel mining in the west central portion of the mine until about the 1990s when they began using imported aggregate for asphalt. The maximum extent of mining was reached in the late 1990s with a maximum pit depth of approximately 80 ft below surrounding grades. The facilities area presently contains numerous aggregate stockpiles as well as a large recycled asphalt stockpile that is blended into new asphalt.

Once mineral extraction in the pit ceased, reclamation filling began (about 2002) utilizing import fill from construction excavations and road projects. The imported fill was initially placed at the edge of the mine just east of the office and shop at the northwest end of the property. The excavated sidewalls of the original mine pit are still exposed along the entire south edge and part of the southwest corner of the mine, the remaining pit walls have been buried by reclamation fill. Additional reclamation fill was accepted and stockpiled on the north central portion of the site in late 2014. Placement of engineered and compacted structural fills began on the east end of the pit in 2015.

3.0 CONCEPTUAL SITE DEVELOPMENT

The Lakepointe Property development conceptual plan includes commercial and residential developments and construction of a connector road linking the Highway 18 interchange with 204th Avenue SE at the Maple Hills development southeast of Lakepointe. Interior secondary roads will serve the planned residential subdivision and commercial sites in Lakepointe (Figure 4). Achieving design grades will require filling a large portion of the existing sand and gravel mine pit with structural fill. A portion of the existing pit will remain unfilled and be contoured to form a large pond. The pond is expected to fill naturally from springs in the native sand and gravel deposits connected to the regional aquifer. Based on historical data, the water level elevation of the pond is expected to be approximately 381 ft with seasonal fluctuations.

Conceptual grading, stormwater, and road plans are under development and are expected to relate to the anticipated future pond water level elevation. The site grades are expected to be fairly flat. The connector road grade will be fairly flat through most of the site then increase in grade at the southeast corner where it will climb the slope toward the existing Maple Hills subdivision where it will join 204th Avenue SE.

4.0 GEOLOGIC SETTING, SOIL, AND GROUNDWATER

4.1 Geologic Setting

The Site is situated within a flat to gently undulating topographic feature termed the Covington Drift Plain. The area is characterized by near surface soil deposited during the Vashon stade of the Frazier Glaciation, the last of at least seven glacial periods of the Pleistocene Epoc. The Covington Drift Plain is underlain by glacial till deposited below the Vashon glacier. The resistant till is exposed at the surface on the upland hills (such as the upland south of the Lakepointe Property) and was eroded or lies buried in the flat intervening valleys by recessional (post glacial) outwash sand and gravel deposited during retreat of the Vashon glacier. The recessional outwash was deposited by flowing glacial streams and rivers filling in the low areas between the till upland ridges. The soil units mapped at the surface on and adjacent to the Site (WSDNR 2010) as well as fill soils that are the result of mining or reclamation are described below.

4.2 Soil Unit Descriptions

The geologic soil units exposed at Lakepointe are described below and in (Golder 2013). The location of mapped geologic units is shown in Figure 6. The mapped geologic units on the Lakeside site include Qgo, Qvt and Qp. The Qp denotes organic deposits that were removed during mining. The additional soil units described below (Qva, Qvc, and fill) were observed by Golder in the gravel pit and are not represented on the geologic map figure.

Recessional Outwash Deposits (Qgo): This soil unit is the dominant native soil exposed at the surface on Lakepointe. It is present around the facility offices at the west end of the site and the asphalt batching facilities at the east end of the site as well as along the access road along the north side. The unit consists of sand and gravel with minor silt and cobbles. The deposit ranges from about 10 to 50 ft thick in the general Site region (Mullineaux 1965). The recessional outwash deposit is highly permeable and forms a shallow regional groundwater aquifer.

Ground Moraine Deposits (Qvt): These are mostly ablation and lodgement till deposits that mantle the upland area to the south and east of the property and are present on the steep slopes at the east end of Lakepointe. The till consists of a well consolidated mixture of gravel, sand, silt and clay. The till deposit was likely partially, or in places completely eroded, in the Lakepointe area leaving recessional outwash in contact with deeper advance outwash deposits. The depth of the mine pit was likely limited at the east end of Lakepointe due to encountering till below the surface outwash.

Vashon Advance Outwash (Qva) and Pre-Vashon Coarse Glacial Sediments (Qc): Sand and coarse gravel deposits exposed in the lower portion of the pit walls and the floor of the pit appear to consist of advance outwash and older pre-Vashon sediments.

Reclamation Fill: This unit consists of imported soil from area construction excavations and has a maximum thickness of approximately 75 ft. Based on historical air photographs, the reclamation fill placement began at the north side (west end) of the former gravel pit from the existing access road in 2002.

Sediment Pond Fill: Fine grained fill and organic deposits are present in former and existing sediment control ponds used for water quality treatment of stormwater runoff and process water from gravel washing operations. The deposits consisted of silt, peat, silty clay, and fine sand.

4.3 Groundwater

Based on a review of the geologic and hydrogeologic reports for the Covington Plains area of Southwest King County, the general hydrogeology of the area includes several aquifers separated by confining units (aquitards) of low-permeability soil.

The principal aquifers in the Covington Plains area are found in the Qvr, Qva, and Qc; where several aquifers are identified within the Qc unit; these include the "Intermediate Aquifer", "Sea Level Aquifer", and the "Deep Aquifer" (Aspect 2011).

Groundwater elevations in the vicinity of the Site were estimated to range from about 380 to 400 feet above mean sea level (amsl) (Hart Crowser 1996). Groundwater flow is generally from east to west in the Covington Plains, discharging to the Green River Valley and ultimately the Duwamish Valley (Aspect 2011, WDWR 1969).

Recharge to the shallow Qvr aquifer is from infiltration of precipitation. Recharge to the deeper aquifer systems in the Qva/Qc is through confining layers from overlying aquifers and where till is absent and the overlying aquifers are connected to the deeper aquifers. Lake Sawyer is considered a recharge source to the aquifer systems in the Covington Plain, but is poorly understood (KC-DNR-PWTD 2010 and Aspect 2011).

The hydrogeology of Lakepointe consists of Qvr underlain by Qvt at the east end and Qva and Qc in the mine pit where excavation reached elevations of about 310 ft. The water level in the excavated pit is likely reflective of the aquifer system of the Qva or Qc; this is likely one of the aquifer systems that the City of Kent's groundwater supply source comes from (Kent and Armstrong Springs) (Aspect 2011 and KC-DNR-PWTD 2010).

Current groundwater levels in the Lakepointe mine pit reflect the dewatered condition of the mine and do not reflect the natural groundwater state. Based on observations made of the pit pond during the period between the spring of 2012 and summer of 2014 when dewatering was temporarily stopped, the water level rose to a maximum elevation of approximately 381 ft. The natural water level is expected to vary seasonally due to annual precipitation as well as multi-season precipitation trends.

Comments on potential impacts to groundwater from the planned reclamation filling of Lakepointe are discussed in Section 5.5.

5.0 CRITICAL AREAS ASSESSMENT

Golder utilized multiple information sources for our critical areas assessment. In addition to published geologic and hydrogeologic maps and reports and Golder field work our research included information from Lakeside Industries and the City of Covington staff who graciously provided copies of City documents and reclamation plan documents that were not otherwise accessible. Each of the critical areas listed in Section 1.0 of this report are described in the following sections.

5.1 Flood and Channel Migration Zones

"Flood hazard area" are defined as any area subject to inundation by the base flood or risk from channel migration including, but not limited to, an aquatic area, wetland or closed depression. Flood hazard areas are described and mapped in the City of Covington Comprehensive Stormwater Plan (Gray & Osborne 2002). Figure 3-6 in the report illustrates the location of the FEMA 100 year floodplain. **There are no flood or channel migration hazards mapped on or adjacent to Lakepointe.**

5.2 Erosion Hazards

"Erosion hazard area" means an area underlain by soils that is subject to severe erosion when disturbed. These soils include, but are not limited to, those classified as having a severe to very severe erosion hazard according to the United States Department of Agriculture Soil Conservation Service, the 1973 King County Soils Survey or any subsequent revisions or addition by or to these sources such as any occurrence of river wash ("Rh") and any of the following when the soils occur on slopes inclined at 15% or more: Alderwood gravelly sandy loam ("AgD"); Alderwood and Kitsap soils ("AkF"); Beausite gravelly sandy loam ("BeD" and "BeF"); Kitsap silt loam ("KpD"); Ovall gravelly loam ("OvD" and "OvF"); The Ragnar fine sandy loam ("RaD"); and Ragnar-Indianola Association ("RdE").

The City of Covington Comprehensive Stormwater Plan provides a soil classification map for the City on Figure 3-5 (Gray & Osborne 2002). The United States Department of Agriculture Soil Conservation Service online maps of the Lakepointe site were also viewed (USCS, 2016). Figure 7 illustrates the Soil Conservation Service soil mapping for Lakepointe. The soils on Lakepointe are mapped as EvC (Everett gravelly sand loam 5% -15% slopes), EvB (Everett 0-8% slopes), Sk (Seattle Muck), and AgC (Alderwood 8-15% slopes). **The soil conservation survey soil types mapped on Lakepointe do not meet the criterial for erosion hazard areas.**

5.3 Steep Slope Hazard Areas

Steep slope hazard areas are defined by the CMC as areas on a slope of 40% inclination or more within a vertical elevation change of at least 20 ft. For the purpose of this definition, a slope is delineated by establishing its toe and top and is measured by averaging the inclination over at least 10 ft of vertical relief. Slopes at Lakepointe meeting this criteria are shown on Figure 5. The steep slopes illustrated in Figure 5

have been further categorized for purposes of the following discussion as Natural Steep Slopes and Mine Related Steep Slopes. Each are discussed in the following report sections.

5.3.1 Natural Steep Slopes

Natural steep slopes are identified in Figure 5 as those steep slope areas located along the south and southeast boundary of Lakepointe along an undeveloped forested slope. The natural slope is continuous and generally less than 40% except for the 12 separate fragments of slope that meet the steep slope criteria.

The only part of the proposed Lakepointe development plan that will impact the natural steep slopes or their buffers is the east end of the proposed Lakepointe SE Connector Road shown in Figure 5. The grading required for the route of the connector road transition from the valley floor to the crest of the hill will require fills in the valley floor and the lower portion of the slope and cuts near the crest of the forested slope. The clearing and cuts for the upper portion of the road will likely impact portions of the slope mapped as steep slope hazard area. Provisions for steep slope alterations or other approvals associated with the connector roadway may be needed from the City of Covington based on the development standards summarized below.

Development standards for steep slope hazard areas are contained in CMC 18.65.310 "Steep slope hazard areas – Development standards and alterations" which states the following:

> *The following standards apply to development proposals and alterations on sites containing steep slope hazard areas:*
>
> > *(1) Only the alterations identified in CMC 18.65.050 are allowed within a steep slope hazard area;*
> >
> > *(2) A buffer or setback is required from all edges of the steep slope hazard. To eliminate or minimize the risk of property damage or injury resulting from slope instability, landsliding or erosion caused in whole or part by the development, the City shall determine the size of the buffer or setback based upon a critical area report prepared by a geotechnical engineer or geologist. If a critical area report is not submitted to the City, the minimum buffer is 50 feet. For building permits for single detached dwelling units only, the City may waive the special study requirement and authorize buffer reductions, if the City determines that the reduction will adequately protect the proposed development and the critical area; and*
> >
> > *(3)Unless otherwise provided in CMC 18.65.050 or as a necessary part of an allowed alteration, removal of any vegetation from a steep slope hazard area or buffer is prohibited.*

The conceptual design of the roadway will include an approach fill and slope cuts to meet grade requirements. The roadway engineering design is conceptual at this time. The grading for the road in the area of the mapped steep slopes could be accomplished by means of open cuts with slopes adjacent to the road cut to stable inclinations. Alternatively, the slope cuts could be reduced or eliminated using engineered retaining walls. The conceptual design is feasible and can be accomplished in a manner that will not result in decreased slope stability. However, future geotechnical investigations and design recommendations will need to be completed to further evaluate the road design options and select the option that maintains slope stability while meeting the road design goals.

Steep slope buffer widths are determined by the City of Covington. For purposes of the planned development at Lakepointe Golder recommends a buffer width of 15 feet for the all of the natural steep slope segments along the south boundary slope west of the proposed Connector Road (Figure 5). We recommend a steep slope buffer of 25 feet for the steep slope area located on the east side of the proposed Connector Road (Figure 5).

5.3.2 Mine Related Steep Slopes

The gravel pit at Lakepointe contains original pit cut slopes along the west and south sides. These slopes range from 60 to 100% and are from 30 to 80 ft in height. They were created 25 to 40 years ago during pit mining. The CMC contains provisions for regrading and stabilizing of slopes formed as a result of a legal grading activity in CMC 18.65.050, subsection 3 and 4.13. We believe this provision would permit the alteration and elimination of steep slopes associated with previous mining activities.

The reclamation plan and conceptual Lakepointe development plan both indicate that filling the mine pit will result in elimination of most of the mine pit slopes illustrated in Figure 5. A description of the existing mine steep slopes illustrated in Figure 5 and their post reclamation/development disposition is summarized below.

Steep slopes along the west side of gravel pit (labeled "West" in Figure 5)- The existing mine pit slopes on the west side of the pit will be eliminated by filling or re-grading to create more gentle slopes as part of the reclamation and construction of the future pond.

Steep slopes along the south side of the mine pit, <u>east of</u> the proposed Lakepointe pond (labeled "Southeast" in Figure 5) – The steep slopes currently visible on the south side of the gravel pit (east half) will be eliminated by planned filling of the pit.

Steep slopes along the south side of the mine pit adjacent to the proposed Lakepointe Pond (labeled "South" in Figure 5) - The section of existing mine pit slopes located along the south side of the proposed future Lakepointe pond will remain undisturbed under the reclamation and development plan. The steep slope will be largely submerged below the future pond water level which is expected to stabilize at approximately elevation 381 ft. In addition, the area above the crest of the pond slopes is not planned for development. The submerged pit slopes are expected to remain stable after the pond water level is allowed to recover. This is based on observations of the south pit slopes during the period between spring of 2012 and summer of 2014 when dewatering of the pit was temporarily stopped and the pond water level rose to 381 feet and also during subsequent dewatering when the pond water level was lowered once again. The south pit slopes remained stable with no signs of erosion or instability (sloughing, tension cracks, slumps). We recommend a steep slope buffer from the crest of this steep slope of 15 feet.

Steep slopes along north side of mine pit (labeled "North" on Figure 5) - Temporary fill slopes are created as part of active reclamation fill operations in the gravel mine and some portions of these slopes meet the criteria of steep slope hazards. The reclamation fill slopes labeled "North" in Figure 5 are temporary and will be eliminated through re-grading as part of the reclamation plan and site development plan. There are also fill material stockpiles present at Lakepointe that are used for asphalt production. Some of these stockpiles are large and would qualify as a steep slope under the current definition. However, these stockpiles are temporary man-made features and have not been considered steep slopes for the purposes of this report and are not identified in Figure 5.

5.4 Landslide Hazard Areas

For the purposes of this report the Covington code definition of landslide hazard area is an area subject to severe risk of landslide, such as:

(1) An area with a combination of: (a) Slopes steeper than 15 percent of inclination; (b) Impermeable soils, such as silt and clay, frequently interbedded with granular soils, such as sand and gravel; and (c) Springs or ground water seepage;

(2) An area that has shown movement during the Holocene epoch, which is from 10,000 years ago to the present, or that is underlain by mass wastage debris from that epoch;

(3) An area potentially unstable as a result of rapid stream incision, stream bank erosion or undercutting by wave action.

A Golder field Geologist conducted a reconnaissance of the natural steep slopes located along the south boundary of Lakepointe including the slope that the future connector road will ascend at the east corner of the property. The purpose of the reconnaissance was to look for conditions that would meet the criteria for landslide hazard areas described above. The results of the field reconnaissance indicate the following:

- There are no field indications of past slope movement or recent instability
- The shallow soil conditions observed indicate that the steep slopes are underlain by granular soils consisting of outwash sand and gravel on the lower portion of the slope overlying till which is exposed on the upper portion of the slope. It was difficult to determine if the contact between the till and outwash soil was located on the Lakepointe property or just off the property to the south. Till soils are silty and have low permeability but are strong since they also contain abundant sand and gravel and have been consolidated by past glaciers. The slopes do not contain silt or clay deposits.
- There were no observed springs or active seeps.
- There are no streams or areas of active erosion on the natural steep slope areas.

Golder also consulted the Washington Department of Natural Resources Landslide hazard areas mapped for the City of Covington (The City of Covington Comprehensive Stormwater Plan Updated 2015). The map included approximately the western and south half of Lakepointe and no landslide hazards were mapped. **Based on our review of available published data and our geologic field reconnaissance, there are no slopes located on Lakepointe that meet the criterial of landslide hazard areas as defined in the Covington code.**

5.5 Wellhead Protection and Critical Aquifer Recharge Areas

Critical aquifer recharge areas are defined in the CMC as areas that have a high susceptibility to ground water contamination or an area of medium susceptibility to ground water contamination that is located within a sole source aquifer or within an area approved in accordance with Chapter 246-290 WAC as a wellhead protection area for a municipal or district drinking water system, or an area over a sole source aquifer for a private potable water well in compliance with Department of Ecology and Public Health standards.

The CMC contains a reference to a map illustrating the location of critical aquifer recharge areas (cited as follows).

> *"Critical aquifer recharge areas are designated on the critical aquifer recharge area map adopted by CMC 13.37.020." (code reference: 18.20.253 Critical aquifer recharge area)*
>
> *The map entitled Covington Critical Aquifer Recharge Areas, included in Attachment B to the ordinance codified in this chapter, is hereby adopted as the designation of critical aquifer recharge areas in Covington in accordance with RCW 36.70A.170. (code reference: 18.65.311 Critical aquifer recharge areas – Maps adopted)*

The maps referenced in the sections above were not accessible on the Covington website. City of Covington staff were contacted and provided reference copies of the following two maps that illustrate mapped wellhead protection areas and aquifer recharge potential.

City of Covington Wellhead Protection Area – Figure 3-15. By Gray & Osborne, updated November 27, 2002. (Figure 8).

City of Covington Aquifer Recharge Potential – Figure 7.4. By Gray & Osborne, in Appendix A of City of Covington Comprehensive Plan Update 2015 – Review of Best Available Science. February 19, 2014. (Figure 9).

Based on the maps referenced above the southern portion of Lakepointe is located within a mapped wellhead protection area and a Category I and II critical aquifer recharge area (Figures 8 and 9).

The wellhead protection area appears to be for unnamed municipal well(s) located about a mile south of Lakepointe, south of SR-516 near Jenkins Creek. CMC does not contain any special previsions or mitigations for development within wellhead protection areas.

Critical aquifer recharge areas are categorized as follows:

(1) Category I critical aquifer recharge areas include those mapped areas that Covington has determined are highly susceptible to ground water contamination and that are located within a sole source aquifer or a wellhead protection area;

(2) Category II critical aquifer recharge areas include those mapped areas that Covington has determined:

(a) Have a medium susceptibility to ground water contamination and are located in a sole source aquifer or a wellhead protection area; or

(b) Are highly susceptible to ground water contamination and are not located in a sole source aquifer or wellhead protection area; and

(3) Category III critical aquifer recharge areas include those mapped areas that Covington has determined have low susceptibility to ground water contamination. (Ord. 14-05 § 5) (code reference: 18.65.313 Critical aquifer recharge areas – Categories)

Section 18.65.315 of the CMC contains development regulations for Category I and II critical aquifer recharge areas. Regulations prohibit numerous activities and list several requirements. The Lakepointe development proposal will not include any of the prohibited activities and meets the requirements of this section. In addition, the development regulations require the following:

> *"On sites located in a critical aquifer recharge area within the urban growth area, development proposals and alterations for new residential development, including, but not limited to, a subdivision, short subdivision, or dwelling unit, shall incorporate best management practices included in the stormwater manuals adopted in CMC Title 13 into the site design in order to infiltrate storm water runoff to the maximum extent practical."*

The project conceptual civil design is anticipating utilizing infiltration of stormwater runoff and recharge to the site groundwater to the maximum extent practical. Soils where infiltration may be feasible are likely to be located around the perimeter of the former pit (and in former mine buffer areas) where outwash soils were not mined.

6.0 CLOSING

This report has been prepared exclusively for the use of Oakpointe Covington Land LLC. and their consultants and contractors for Lakepointe in Covington, Washington. The recommendations and conclusions of this report are not intended, nor should they be construed to represent, a warranty regarding the proposed development, but are forwarded to assist in the planning and design process.

Judgment has been applied in interpreting and presenting the results. Variations in subsurface conditions over small distances are common, and actual conditions encountered during construction may be different from those interpreted in this report.

GOLDER ASSOCIATES INC.

James Gerard Johnson

Sarah J. Morgan, PE
Senior Engineer

James G. Johnson, LG, LEG
Principal

SJM/JGJ/km

7.0 REFERENCES

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Gray & Osborne. 2014. Appendix A of City of Covington Comprehensive Plan Update 2015 – Review of Best Available Science. Figure 7.4 - City of Covington Aquifer Recharge Potential. February 19.

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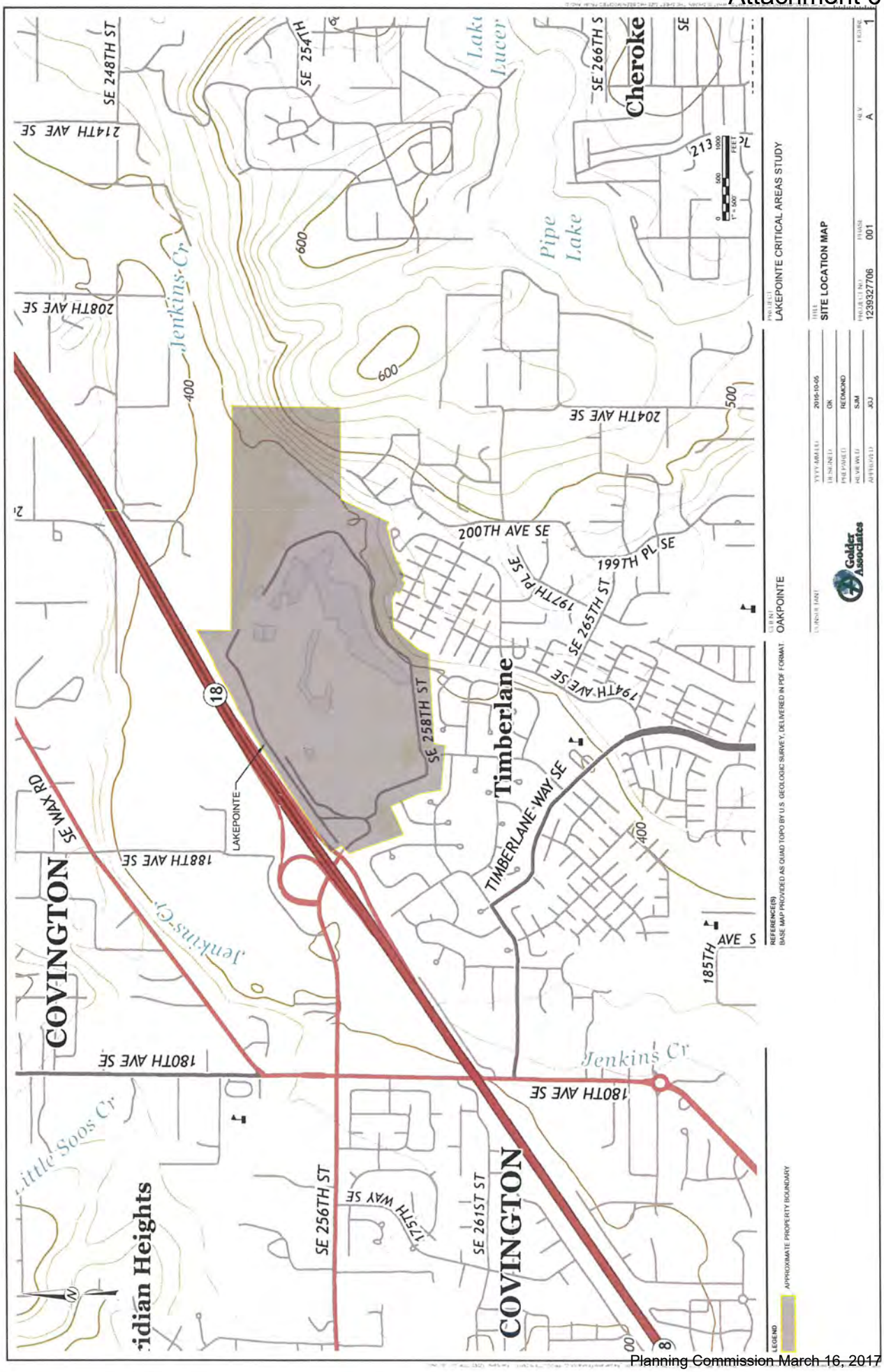
FIGURES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SE 254TH
Lake Lucerne
SE 266TH S
Cheroke
Pipe Lake
Jenkins Cr
208TH AVE SE
600
400
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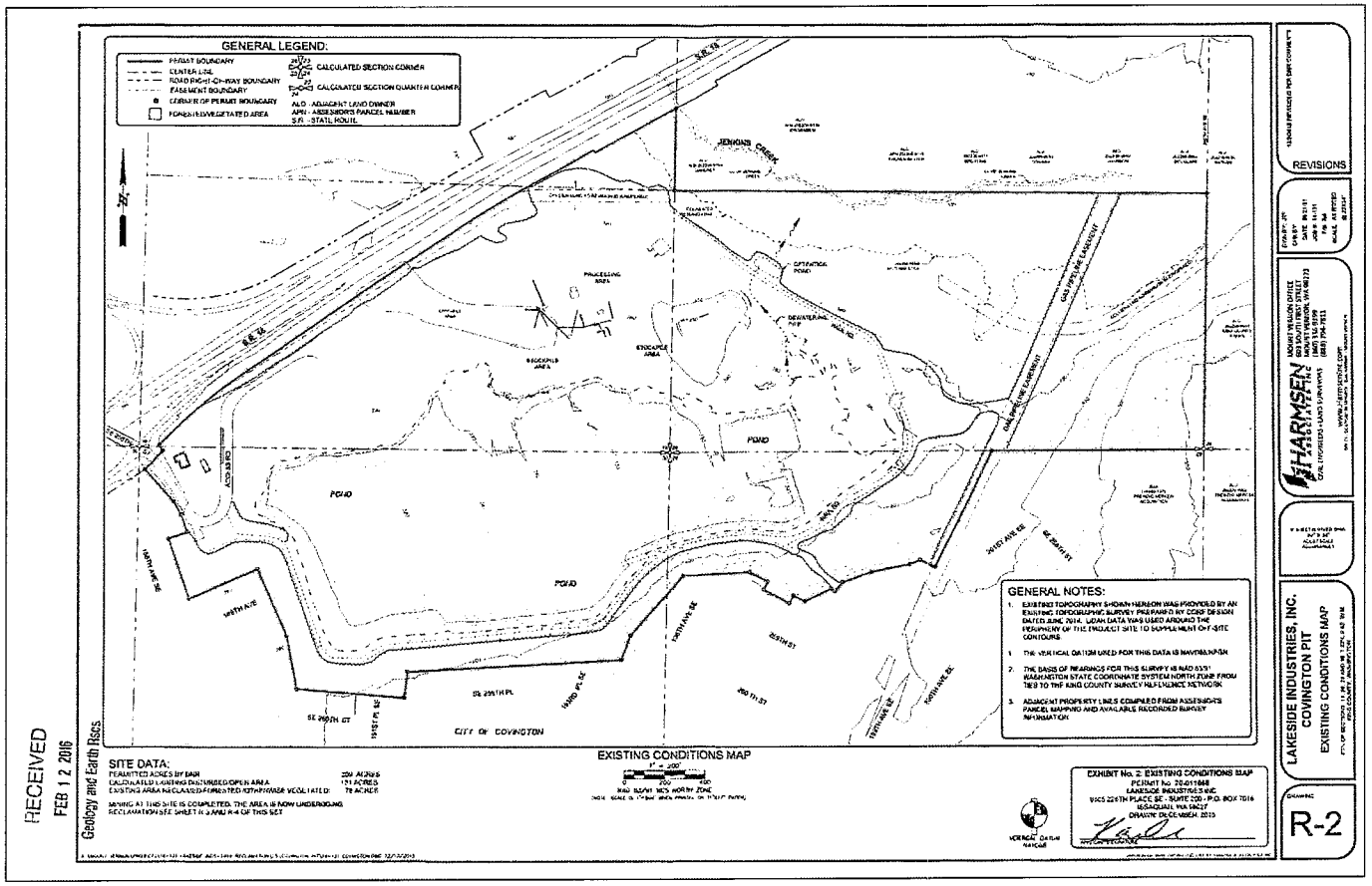
200TH AVE SE
199TH PL SE
197TH PL SE
SE 265TH ST
194TH AVE SE
Timberlane
TIMBERLANE WAY SE
SE 258TH ST
LAKEPOINTE
18
188TH AVE SE
SE WAY RD
COVINGTON
Jenkins Cr
185TH AVE S
180TH AVE SE
Little Soos Cr
Jenkins Cr
SE 256TH ST
172ND WAY SE
SE 261ST ST
COVINGTON
Meridian Heights
LEGEND
APPROXIMATE PROPERTY BOUNDARY
REFERENCE(S)
BASE MAP PROVIDED AS QUAD TOPO BY U.S. GEOLOGIC SURVEY, DELIVERED IN PDF FORMAT.
CLIENT
OAKPOINTE
PROJECT
LAKEPOINTE CRITICAL AREAS STUDY
TITLE
SITE LOCATION MAP
PROJECT NO
1239327706
PHASE
001
REV
A
FIGURE
1
Golder Associates



0 300 600
1" = 300' FEET

REFERENCE(S)
LAKESIDE INDUSTRIES, INC. COVINGTON PIT EXISTING CONDITIONS MAP - FIGURE R-2. BY HARMSEN & ASSOCIATED INC, UPDATED DECEMBER 2, 2015.

CLIENT
OAKPOINTE

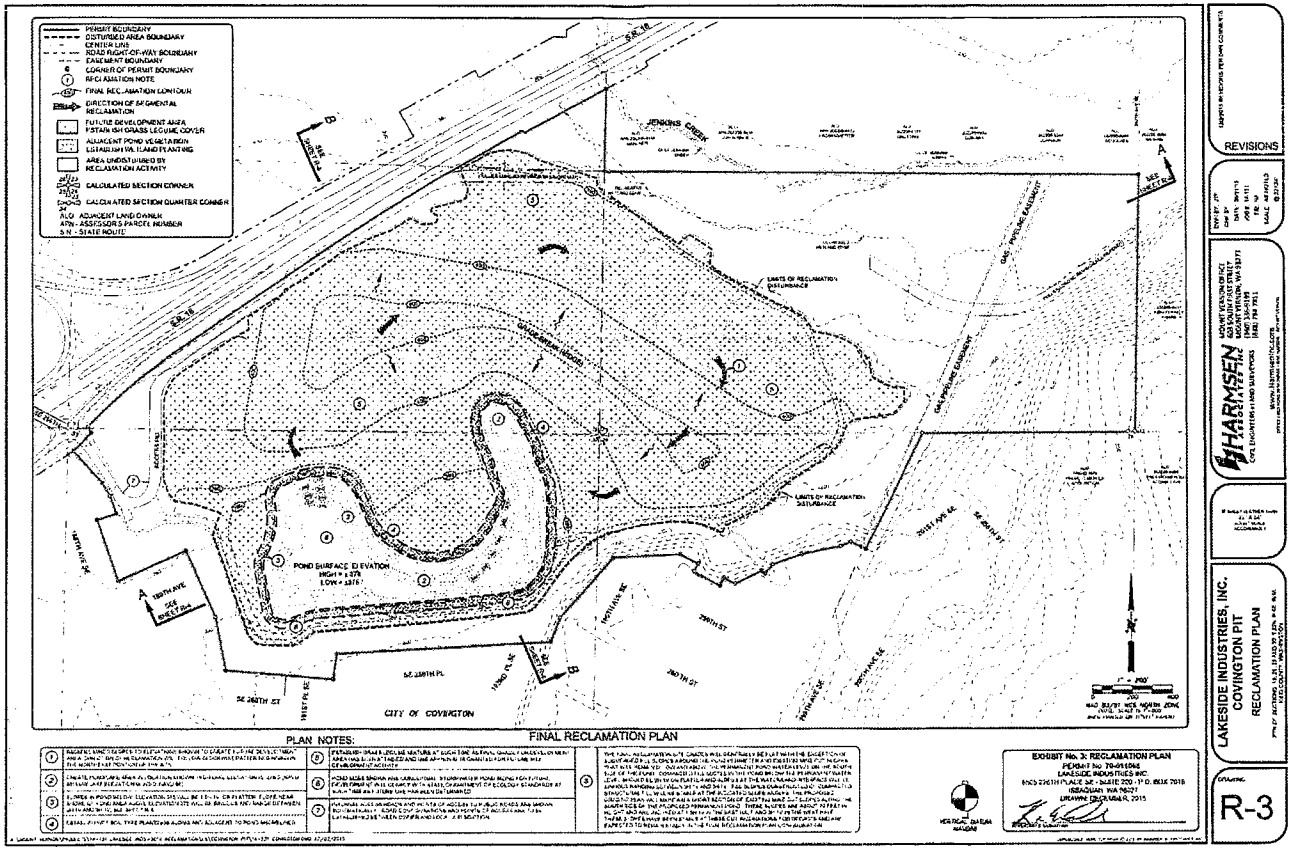
PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

CONSULTANT
Golder Associates

YYYY-MM-DD	2016-10-05
DESIGNED	GK
PREPARED	REDMOND
REVIEWED	SJM
APPROVED	JGJ

TITLE
RECLAMATION PLAN EXISTING CONDITIONS

PROJECT NO.	PHASE	REV.	FIGURE
1239327706	001	A	2



FINAL RECLAMATION PLAN

PLAN NOTES:

1	[illegible]	5	[illegible]
2	[illegible]	6	POND MAY BE SHOWN FOR [illegible]
3	[illegible]	7	[illegible]
4	[illegible]		

EXHIBIT No. 3: RECLAMATION PLAN
PERMIT No. 79-015094
LAKESIDE INDUSTRIES INC.
[illegible] 236TH PLACE SE - SUITE 200 - P.O. BOX 7016
ISSAQUAH WA 98027
LIFEWYNE CRUCKSHANK, 2015

VERTICAL DATUM NAVD88

REVISIONS

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LAKESIDE INDUSTRIES, INC.
COVINGTON PIT
RECLAMATION PLAN

DRAWING
R-3

0 300 600
1" = 300' FEET

REFERENCE(S)
LAKESIDE INDUSTRIES, INC. COVINGTON PIT RECLAMATION PLAN – FIGURE R-3. BY HARMSEN & ASSOCIATED INC, UPDATED DECEMBER 2, 2015

CLIENT
OAKPOINTE

PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

CONSULTANT
Golder Associates

YYYY-MM-DD	2016-10-06
DESIGNED	GK
PREPARED	REDMOND
REVIEWED	SJM
APPROVED	JGJ

TITLE
RECLAMATION PLAN FINAL CONDITIONS

PROJECT NO.	PHASE	REV	FIGURE
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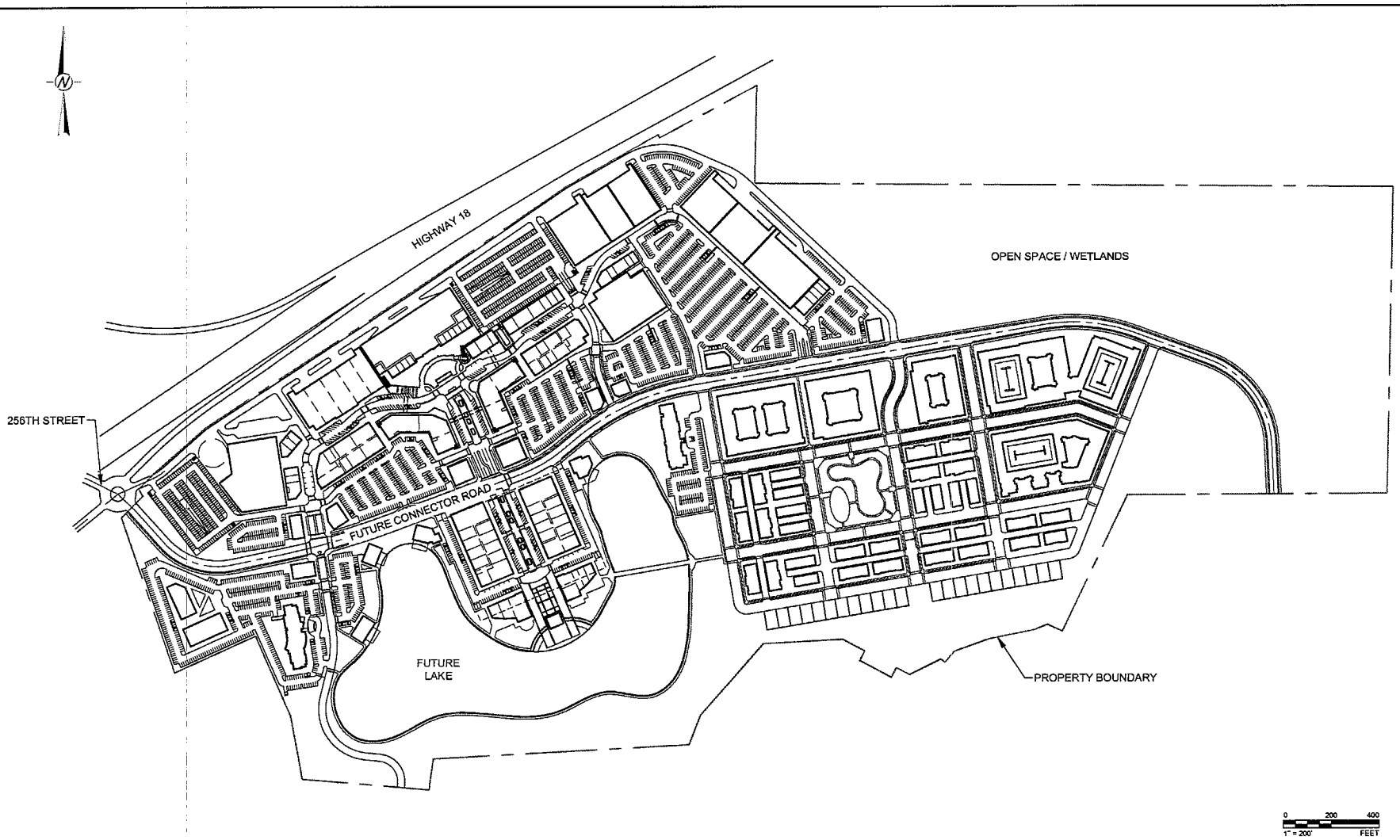

REFERENCE(S)
1. BASE MAP FROM FILE TRIAD COMBINED BASE.DWG, PROVIDED BY OAKPOINTE ON 2016-07-11.

CLIENT
OAKPOINTE

PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

CONSULTANT
Golder Associates

YYYY-MM-DD	2016-10-05
DESIGNED	GK
PREPARED	REDMOND
REVIEWED	SJM
APPROVED	JGJ

TITLE
CONCEPTUAL DEVELOPMENT PLAN

PROJECT NO.	PHASE	REV.	FIGURE
1239327706	001	A	4

LEGEND

- NATURAL STEEP SLOPES (NOTE 1)
- MINE RELATED STEEP SLOPES TO REMAIN POST DEVELOPMENT (NOTE 1)
- MINE RELATED STEEP SLOPES TO BE ELIMINATED BY FILLING (NOTE 1)
- PROPOSED LAKEPOINTE POND
- PROPERTY BOUNDARY
- (15) STEEP SLOPE BUFFER RECOMMENDATION (FEET)

NOTES

1. STEEP SLOPES ARE DEFINED BY CITY OF COVINGTON MUNICIPAL CODE 18.20.1230 AS HAVING A SLOPE OF 40 PERCENT INCLINATION OR MORE WITHIN A VERTICAL ELEVATION CHANGE OF AT LEAST 20 FEET.

REFERENCE(S)

1. BASE MAP FROM FILE TRIAD COMBINED BASE.DWG, PROVIDED BY OAKEPOINTE ON 2016-07-11

CLIENT
OAKPOINTE

CONSULTANT
Golder Associates

YYYY-MM-DD	2016-10-05
DESIGNED	GK
PREPARED	REDMOND
REVIEWED	SJM
APPROVED	JGJ

PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

TITLE
STEEP SLOPE HAZARD AREAS

PROJECT NO.	PHASE	REV	FIGURE
1239327706	001	A	5

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- Qgo — CONTINENTAL GLACIAL OUTWASH, FRASER-AGE
- Qgt — CONTINENTAL GLACIAL TILL, FRASER-AGE
- Qp — PEAT DEPOSITS (REMOVED DURING MINING)

REFERENCE(S)

GEOLOGIC DATA PROVIDED BY WASHINGTON DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND EARTH RESOURCES. 2010. GEOLOGY OF WASHINGTON STATE AT A SCALE OF 1:100,000.
HTTP://WWW.DNR.WA.GOV/PROGRAMS-AND-SERVICES/GEOLOGY/PUBLICATIONS-AND-DATA/GIS-DATA-AND-DATABASES

CLIENT
OAKPOINTE

CONSULTANT
Golder Associates

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PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

TITLE
GEOLOGY MAP

PROJECT NO	PHASE	REV.	FIGURE
1239327706	001	A	6

LEGEND - SOIL TYPES

	APPROXIMATE PROPERTY BOUNDARY
AgC	ALDERWOOD GRAVELLY SANDY LOAM, 8 TO 15 PERCENT SLOPES
EvB	EVERETT VERY GRAVELLY SANDY LOAM, 0 TO 8 PERCENT SLOPES
EvC	EVERETT VERY GRAVELLY SANDY LOAM, 8 TO 15 PERCENT SLOPES
No	NORMA SANDY LOAM
Or	ORCAS PEAT (REMOVED DURING MINING)
Sk	SEATTLE MUCK

REFERENCE(S)

SOIL DATA PROVIDED BY U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE. 2015. SOIL SURVEY GEOGRAPHIC (SSURGO) DATABASE FOR KING COUNTY. HTTP://WEBSOILSURVEY.SC.EGOV.USDA.GOV/APP/HOMEPAGE.HTM

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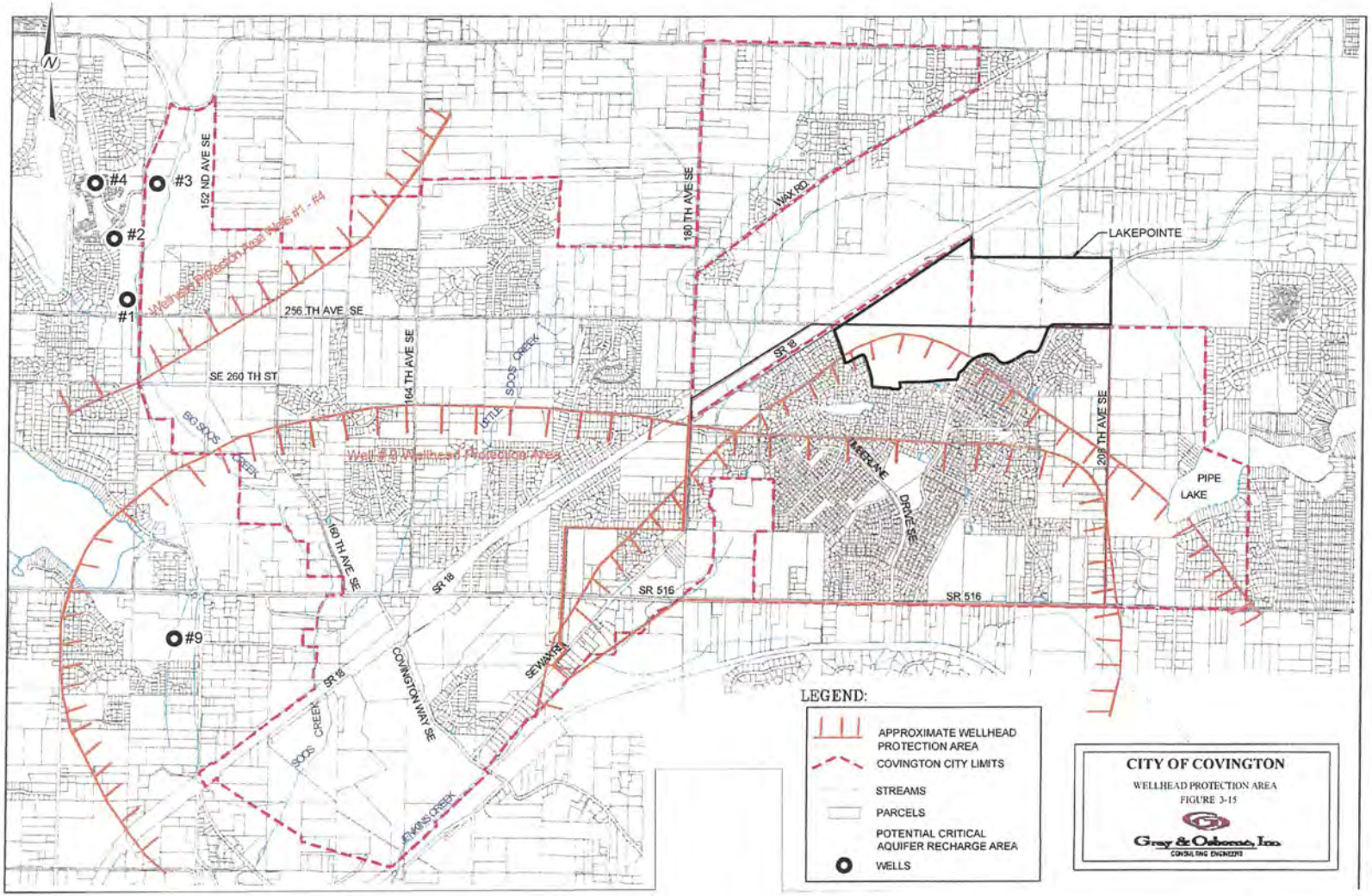
PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

TITLE
USDA SOIL TYPES

PROJECT NO	PHASE	REV.	FIGURE
1239327706	001	A	7



REFERENCE
CITY OF COVINGTON WELLHEAD PROTECTION AREA - FIGURE 3-15. BY GRAY & OSBORNE, UPDATED NOVEMBER 27, 2000

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PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

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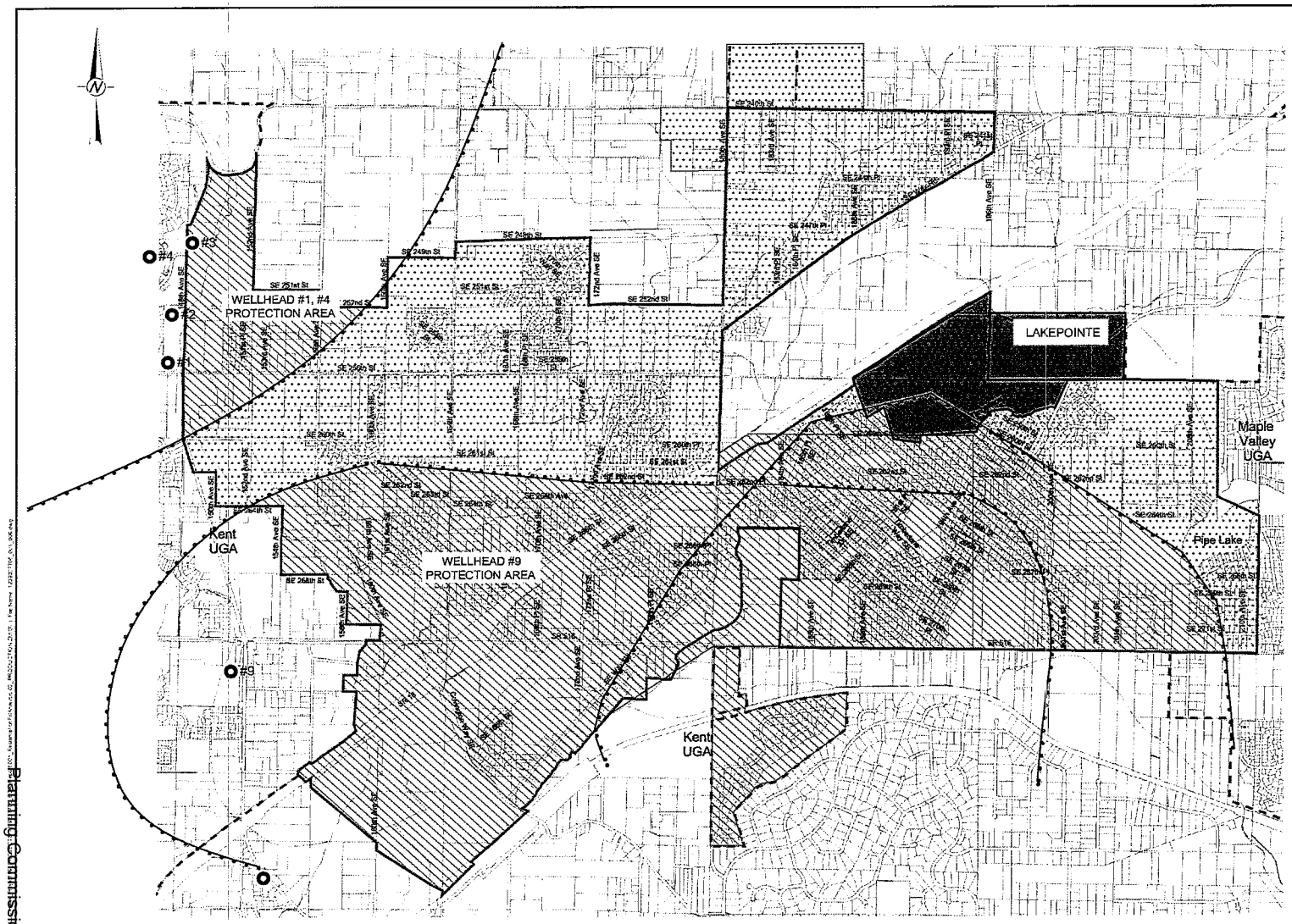
TITLE
WELLHEAD PROTECTION PLAN

PROJECT NO	PHASE	REV	FIGURE
1239327706	001	A	8



LEGEND

- WELLHEAD PROTECTION AREA
- COVINGTON CITY LIMITS
- WELLS
- PARCELS

RECHARGE CATEGORIES

- 1
- 2

REFERENCE

CITY OF COVINGTON AQUIFER RECHARGE POTENTIAL - FIGURE 7.4, BY GRAY& OSBORNE, IN APPENDIX A OF CITY OF COVINGTON COMPREHENSIVE PLAN UPDATE 2015 - REVIEW OF BEST AVAILABLE SCIENCE, FEBRUARY 19, 2014.

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PROJECT
LAKEPOINTE CRITICAL AREAS STUDY

TITLE
AQUIFER RECHARGE POTENTIAL

PROJECT NO.	PHASE	REV.	FIGURE
1239327706	001	A	9