SUPPLEMENT 1 TO THE PLANNING COMMISSION STAFF MEMO

DATE: March 16, 2017

TO: Planning Commission

RECOMMENDED BY: Richard Hart, Community Development Director

PREPARED BY: Ann Mueller, Senior Planner

SUBJECT: REVISED DEVELOPMENT AGREEMENT, DESIGN STANDARDS (DA EXHIBIT P) & PUBLIC COMMENT LETTER WITH ATTACHMENTS RECEIVED FROM COVINGTON PARK RESIDENTS FOR PLANNING COMMISSION PUBLIC HEARING CONSIDERATION ON THE LAKEPOINTE URBAN VILLAGE DEVELOPMENT AGREEMENT.

ATTACHMENT(S):
1. March 13, 2017 Revised Development Agreement (All exhibits are available electronically).
3. Public comment - March 9, 2017 Email from Elizabeth Porter with 2 attachments.

City staff met with representatives from Oakpointe on Monday, March 13, 2017, to discuss the remaining questions and edits that were in shown in redlines for the draft version of the Development Agreement and Subarea Design Standards that were included as attachments to the staff memo distributed to the Planning Commission and posted online on March 9, 2017.

Attachment 1 is the Planning Commission’s clean draft of the revised Development Agreement for which the city staff and the Master Developer have concurred. One notable addition to the Development Agreement was offered by the Master Developer to address concerns that have been raised by neighbors living in the Covington Park subdivision to the southwest of the Subarea - See section 9.1.3, that states “if a Hotel use is proposed along the southwestern boundary of the Lakepointe Urban Village, the building associated with such use shall be located at least one hundred (100) feet from the eastern property lines associated with Lots 19 through 23 of the Plat of Covington Park, Division 3.”

Attachment 2 is the clean draft of the revised Subarea Design Standards for which the city staff and the Master Developer have concurred.

Attachment 3 is an email sent to city staff the afternoon of March 9, after staff’s memo on the Lakepointe Urban Village Development Agreement, Zoning Map Amendment and Boundary Line Adjustment was finalized. The email with attachments was forwarded at that time to the Planning Commission along with the full agenda packet.
Attachment 1

March 13, 2017 Revised Development Agreement
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 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
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;
(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
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,
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 XXXXXXXX XX, 2017.

V. On XXXXXXXX, 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
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**
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]
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


9.1.1. 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
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.

9.1.3. If a Hotel use is proposed along the southwestern boundary of the Lakepointe Urban Village, the building associated with such use shall be located at least one hundred (100) feet from the eastern property lines associated with Lots 19 through 23 of the Plat of Covington Park, Division 3.

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

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<th>Land Use Development Thresholds</th>
<th>Minimum</th>
<th>Maximum</th>
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<tbody>
<tr>
<td>Residential Dwellings (units)</td>
<td>1,000</td>
<td>1,500</td>
</tr>
<tr>
<td>Commercial Square Feet</td>
<td>680,000</td>
<td>850,000</td>
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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 850,000 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”;

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 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]
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.
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


16.1.1. 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
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]
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 six (6) feet below the adjacent commercial pad grade).

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)
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. 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 change, remove, or replace the landscaping, including trees, within the Landscaped Area shall require review and approval by the Designated Official. Notwithstanding the foregoing, the replacement of dead, diseased, or dying landscaping, including trees, with like kind materials shall not require review or 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
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
Significant Trees 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 residentially zoned land (R-6, R-12 and MR) within 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 “Residential Zoned Tree Canopy Area”. Whereas, tree preservation for commercially zoned land (RCMU) within the Lakepointe Urban Village shall be consistent with CMC 18.45.080(2) and preserve at least fifteen percent (15%) of the significant trees within “Commercial Zoned Base Tree Canopy Area” or replant those at a two to one ratio.

18.4.2. As part of the application for the first Implementing Project within the residential zoned land and commercially zoned land (except for clear and grade permit no. LU15-0013 and any approvals associated with Lakeside Industries’ relocation and continued operation of its asphalt batch plant and associated businesses), the Master Developer shall provide the City with a tree survey, identification of significant trees, and health assessment of the existing trees in the Residential Zoned Tree Canopy Area or the Commercial Zoned Tree Canopy Area, as applicable.

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’s residential or commercial zoned land to date, the remaining Residential Zoned Tree Canopy Area or Commercial Zoned Tree Canopy Area, as applicable, to be preserved within the Lakepointe Urban Village.

18.4.4. At no point shall the remaining Residential Zoned Tree Canopy Area be less than 20% of the Residential Zone Base Tree Canopy Area. Nor shall the Commercial Zoned Significant Trees to Remain for the Lakepointe Urban Village be less than 15% of the existing significant trees located within the commercial base tree canopy area. At such point in time that the residential and commercial tree preservation or replanting, as applicable and defined in CMC 18.45.080, the tree preservation thresholds within the Lakepointe Urban Village will be fulfilled. At that time, if all of the requirements of CMC 18.45 are complied with, all further residential or commercial 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 CONDITIONS
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.

19.1.3. 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.

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 review and approval of the Designated Official in his or her reasonable discretion:

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. 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
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. The Covington Highland Trail, SR 18 Trail, Pipe line Trail, and Jenkins Creek Trail should 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;

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.
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.
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 responsibility, 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.
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]
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
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]
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
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 CONCURRENCE 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.


29.2.2. 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
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);

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.
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).
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
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. 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 (ID Nos. 300 and 301) shall not be included in the final costs of construction of the Covington Connector.

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]
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
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
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 is 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
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
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
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
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.
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

**MASTER DEVELOPER:**

OAKPOINTE LAND COVINGTON, LLC, a Delaware limited liability company

By __________________________
Name: Brian Ross
Its: Authorized Person

Date: _________________________

Approved as to form:

By __________________________
City Attorney
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: ____________________________
STATE OF WASHINGTON )
COUNTY OF ____________ ) ss.

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 )
COUNTY OF ____________ ) ss.

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 _______.
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.

[ADD CITY OF COVINGTON NOTARY BLOCK]
Attachment 2

March 13, 2017 Revised Subarea Design Standards (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 provide a landscaped buffer from ground level views of an abutting residential district of a lower intensity. Landscaped buffer 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.


3.1. Consistency. Design details and high quality materials should be used on all sides of a 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 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 main structure.

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 other architectural treatments to differentiate each unit. Townhouse development shall incorporate varying types and styles to make for a pleasant streetscape experience.

3.5.2.1. **Townhouse Design.**

3.5.2.1.1. **Townhouse Repetition with Variety.** Townhouse developments shall 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;

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) of the following elements:

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.

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) of the following features:

3.10.1. An architectural plinth (a stone or masonry base at least 36" 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.);
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.
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 Design 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.


4.1. 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 from pedestrian view from a sidewalk or trail by a minimum of 10-feet wide landscaping buffer 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 landscaping 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 40 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 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 surface parking areas must be constructed so that the car wheels are kept at least two feet from pedestrian and landscape areas.

4.5. **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. **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. 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. The facade should be designed to visually screen cars.

4.6.3. 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. 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. 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. Parking structure walls facing residential buildings or residential zoning districts should minimize openings to avoid noise and light impacts.

4.6.7. 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. 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. 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.


6.1. Fully Enclosed. Garbage, recyclables and compostable collection areas shall be fully enclosed, including a roof as required in subsection 6.3, 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 frontwidth. 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 three-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 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 3

March 9, 2017 Public Comment - Email from Elizabeth Porter
Dear Covington Community Development Team,

I am writing on behalf of the Informed Neighbors Project and other concerned Covington residents. We have all been thinking about the Lakepointe Urban Village development. While we agree that there are some benefits to having more amenities close by, and that a certain amount of development is inevitable, there are a few concerns that we have that we would like to address.

Specifically, the concerns addressed here are:

- Preserving tree canopy in Covington
- Preserving the sense of community created by the quiet and natural environment in our neighborhoods.

Attached you will find some documentation giving credence to our concerns about preserving The Greenbelt behind our neighborhood, as well as having the potential for a four-story hotel behind our homes.

We do understand that the developer does take on a lot of risk, and there needs to be financial reward for doing so. That said, there is also altruistic rewards for being a good neighbor- on both sides of the fence. We truly do appreciate the fact that Oakpointe has taken at least one of our concerns and put it into action. That does speak volumes about their willingness to collaborate.

We all truly believe that Covington is a great city in which to live! We all moved here because of the environment - the natural beauty, and the peace and quiet of a more rural setting than most other cities provide. Helping to retain this piece of our city’s appeal would be a benefit to all. Preserving and protecting established neighborhoods, while allowing for new development, is a balanced approach to growth and maintaining a high level of quality of life. We hope the city will take these comments into account when making the final decisions on the LUV development agreement.

We have included these documents to be presented to the Planning Commission for the Public Hearing on March 16th, 2017. Hopefully there is still time to be distributed before the hearing for their perusal. In the spirit of transparency, we have also forwarded a copy to Colin Lund.

Sincerely,

Concerned Covington Residents, and Members of the Informed Neighbors Project:
<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Sheryl Ward</td>
<td>Wilton Ward</td>
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<tr>
<td>Elizabeth Porter</td>
<td>Mike Porter</td>
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<td>Elaine Kellner</td>
<td>Matt Kellner</td>
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<td>Lynn Bubenas</td>
<td>Tony Bubenas</td>
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<td>Rod Rodriguez</td>
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<td>Mike Bell</td>
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<td>Mat Kordell</td>
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<td>Cynthia Calhoun</td>
<td>Don Priess</td>
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A CASE FOR PRESERVING TREE BUFFER IN SW CORNER OF
Lakepointe Urban Village:
Submitted March 9, 2017
by
Covington Residents of the Informed Neighbors Project
For Consideration by Covington Planning Commission and City Council

Reason #1: Quality of Life. Covington declares that it is a tree city. It publicly recognizes that trees and green spaces are an important part of maintaining a quality of life for its citizens and wildlife.

*Excerpts from Covington’s “Understanding the Tree Preservation Ordinance” Brochure: “Why did the City Council pass the Tree Preservation Ordinance?”:

• Establishes regulations and procedures for preserving more existing trees; retaining desirable trees and maintaining a viable tree canopy for the City of Covington
• Helps balance reasonable development of property with reasonable preservation and enhancement of surrounding property values, and increase privacy for residential sites.

“The new ordinance provides incentives for location of required tree tracts adjacent to critical areas, storm water retention areas, wildlife habitats, parks, trails or existing stands of significant trees.”

*Notes by E. Porter:

• An existing tree is considered any healthy tree with a DBH (Diameter at Breast Height) of 6” or greater. Per CMC 18.45.030 “Definitions”.
• The tract that we studied is the most western two-thirds of the section “A” of the before/after Tree Base Canopy Area pages of Oakpointe presentation from 3/2 meeting.
• For this tract in we estimated at least 600 major trees. Approximately 70 trees will be removed to make room for the entrance round-a-bout.
• Currently, the buffer width is 110 and 120 feet, and the developer’s proposal is reduction to 70 feet and 50 feet respectively.
• Maintaining current greenbelt will not only provide a space buffer between our neighborhood and LUV, but will also maintain existing wildlife habitat that is essential in preserving the natural quality of life of long-time and newer residents, most of whom were attracted to this area due to the natural beauty and wildlife.

*Additional Support: Provided by Elaine Kellner, Covington Resident and Informed Neighbors Member

• According to a Washington State University nationwide survey, urban residents not only overwhelmingly desire trees in cities - 83% strongly agreed that trees are important to their quality of life.
  • Source: https://www.fs.fed.us/psw/topics/urban_forestry/products/cufr_339_APWA_Reporters_August_2003.pdf

• According to the Urban Forestry center at the University of Washington, green spaces are excellent for mental health and can provide help with everything from Alzheimers to ADD in nearby residents.
  • Source: https://depts.washington.edu/hhwb/Thm_Mental.html

Reason #2. Maintaining a Healthy and Safe Forest
Refer to CMC 18.45.060,070,080.
CMC 18.45.070 Item (1) tree clearing activity shall not significantly create or contribute to blowdowns, landslides, accelerated soil creep, settlement, subsidence or other hazards associated with strong ground motion and soil liquefaction.
cont’d on next page....

- “Trees most at risk are those whose environment has recently changed (say in the last 5 - 10 years),” Smith says. When trees that were living in the midst of a forest lose the protection of a rim of trees and become stand-alones in new housing lots or become the edge trees of the forest, they are made more vulnerable to strong weather elements such as wind.
- Land clearing may wound a tree’s trunk or roots, “providing an opportunity for infection by wood decay fungi. Decay usually proceeds slowly, but can be significant 5-10 years after basal or root injury.” What humans do to the ground around trees -- compacting soil, changing gradation and drainage “can kill roots and increase infection,” Smith warns.


#3. Win-Win Financial Reasons for Maintaining Greenbelt

- Heating and cooling bills of residents (both existing and new) will be lower with the shelter provided by the trees. In fact, trees near buildings can cut air conditioning use by 30%, and reduce heating energy by 20-50%.
  - Source: https://www.theguardian.com/cities/2016/oct/12/importance-urban-forests-money-grow-trees
- Noise from new roads, commerce, and dwellings will be muffled - so the developer won't have to worry as much about noise mitigation measures, perhaps saving them money
- Trees increase the value of homes (old AND new). Just one large street tree can increase home sales prices by 1% - that's an extra $1,500 for a $150,000 property! Given this, a green belt of mature trees is an excellent selling point to new residents.
- Not only are they worth more, but homes next to a little natural space sell faster. In fact, a Colorado study showed that 73% of the real estate agents interviewed believed that a home adjacent to an urban trail would be easier to sell.
  - Source: http://www.americantrails.org/resources/adjacent/sumadjacent.html
- Trees help with water runoff, reduce costs of repaving nearby roads by shading them from destructive UV rays, and of course clean the air, all of which contributes to a desirable location for new residents and less overall maintenance costs for landowners.
- Trees even help reduce neighborhood crime! A 2012 study showed that just a 10% increase in tree cover was associated with a 12% decrease in crime.
  - Source: https://www.nrs.fs.fed.us/pubs/jrnl/2012/nrs_2012_troy_001.pdf

All in all, preserving our green belt will not only keep current residents happy - it will raise property values in the new development, save money on maintenance and utilities, improve the health of residents, and produce a safer and more desirable place to live for old and new residents alike. This wooded environment is why we all moved here, and why we believe future residents will want to move here. We believe it is in the best interest of residents, the developer, and the city of Covington to leave these trees standing.

For a faster read, here's a good high-level article on benefits of urban trees: http://www.sustainablecitiescollective.com/greenblue-infrastructure-solutions/1100050/why-we-need-trees-our-cities
A CASE AGAINST A HOTEL IN THE SW CORNER OF LAKEPOINTE
Submitted March 8, 2017
by
Covington Residents of the Informed Neighbors Project
For Consideration by Covington Planning Commission and City Council

Finding statistics on the impacts of a hotel being built next to a housing neighborhood are very slim because... it just doesn’t happen that often! Not in western Washington. These types of buildings are generally reserved for industrial areas, city centers, or thoughtfully placed near freeways/major roads away from current established neighborhoods.

QUALITY OF LIFE.
Nobody wants a 4-story hotel 150 feet from their back porch. Associated nuisances:
• Customer noise - cars, customers leaving at all hours of the day
• Noise from general operations such as garbage pick-ups, noise from dumpster
• Smells from pool or restaurant
• Potential for increased crime that could spill into bordering neighborhoods:
  • Auto vehicle theft is #1 crime.
Living next to hotel, we either have less privacy if the hotel faces us, or we are more exposed to parking lot criminals if the parking lot faces us. (Where would criminals run to? Most likely through the trail system and into our neighborhood!).

THE UNCERTAINTY PRINCIPLE
While we know that the intent is to have a mid-priced hotel for families, etc.. there is no guarantee that would be the case. If it gets zoned commercial, there is no guarantee that a hotel would end up there at all. It could be any kind of business, really. There needs to be some kind of protection for current residents.

Other Use/Zoning Suggestions:
• At least having it zoned residential would provide consistency, and comparable environment. (Think R-12 with townhomes?)
• Even better would be to have it zoned with more greenspace/park area. The area is tight to begin with, so having a small park along the trail would be ideal.
• Maybe a sculpture park, or garden space?
• Perhaps a small footprint of zoning for commercial (ie with the enough to allow for a small business such as an espresso stand - great to stop at during a run/bike ride around the property.
• Still close to the freeway, something like this would be a great way to frame the entrance to LUV. Would be more inviting and quieter activity in the evenings and through the night.