


KITITAS COUNTY DEPARTMENT OF PUBLIC WORKS

TO: Jeremiah Cromie, Planner 1

COPY: Candie Leader, Administrative Supervisor

DATE: February 4, 2022

FROM: Mark R. Cook, Director 

RE: LPF-22-00001 Black Horse at Whiskey Creek Phase 2

Public Works requests that Community Development Services (CDS) return the final plat application of Phase 2 Black Horse at Whiskey Creek (LPF-22-00001) for being incomplete. On November 2, 2021, the applicant (DR Horton) and Kittitas County Department of Public Works executed an agreement requiring two years of stormwater facility performance monitoring prior to any further final plat actions associated with the plat (EXHIBIT 1 attached). Additionally, the letter dated February 16, 2021, from CDS Director Carlson to DR Horton; reinforces the implementation of pond monitoring and the prohibition of subsequent plat recordings south of 29th Avenue for a two-year period from the final plat recording of Phase 1 (EXHIBIT 2 attached). Phase 1 approval was granted by the Board of County Commissioners on December 21, 2021.

Please let me know if you have any questions regarding our request deeming the Phase 2 Final Plat application (LPF-22-00001) as being incomplete.

C: Deputy Prosecuting Attorney Neil Caulkins
CDS Director Dan Carlson
Public Works Plan Review Team

11241 Slater Ave NE, Ste. 200, Kirkland, WA 98033, Phone 425-821-3400
January 22, 2022



RECEIVED
JAN 21 2022

Dan Carlson, AICP
Community Development Services Director
Kittitas County
411 N Ruby street, Suite 2
Ellensburg, WA 98926

Kittitas County CDS

**Re: Black Horse at Whiskey Creek PUD – Phase 2-5 Final Plat
Final Plat Submittal Supplement Letter**

Dear Mr. Carlson:

D R Horton (DRH) is submitting the final plat application package for the remaining phases of Black Horse at Whiskey Creek. In the attached documents the submittal is referred to as Phase 2, however this combines what has been defined as Phase 2 through 5 in the Kittitas County Approved Minor Alteration Determination dated February 16, 2021. The final plat for Phase 1 was approved and recorded on December 21, 2021.

Absent previously issued minor adjustments, the Black Horse at Whiskey Creek PUD would have a final plat expiration date of February 5, 2022. The question has been raised as to whether the entire final plat must be submitted by that expiration date. DRH does not believe so based on the attached letter that was provided to Mr. Neil Caulkins, Kittitas County Deputy Prosecutor, in late December. We have received your clarification letter of January 20, 2022. We understand, agree and accept your analysis of the minor adjustment and requirements to hold recording of further final plat phases based on the monitoring period requirements. However, to assure the County and public of DR Horton's ability to complete final platting of the remaining phases, DR Horton submits the attached final plat for all remaining phases for the public record. This submittal in no way is intended to dispute the County's minor adjustments, but instead as complete disclosure.

DRH has added appropriate building permit, floodplain and monitoring notes to the final plat map that would be consistent with the proposal outlined and approved in the Minor Alteration Determination dated February 16, 2021 and the Voluntary Mitigation Agreement executed by DRH and Kittitas County dated November 2, 2021.

We understand the County may well reject this application as premature based on the clarification letter of January 20, 2022, minor adjustments and mitigation agreements in effect for the project. This showing, again, is made purely to demonstrate the ability otherwise to submit a complete final plat, not as any intent to supercede or challenge that letter, adjustments and agreements. Conversely, to the extent the County determines processing all or any portion of this final plat is appropriate, DRH will work with the County, EWC and other agencies in support of that processing.

Sincerely,
D. R. Horton

A handwritten signature in black ink that reads 'Jennifer Reiner'.

Jennifer Reiner, P.E.
Division VP – Land, Spokane & Central Washington

Agreement by and between SSHI LLC, d/b/a/ D.R. Horton and Kittitas County

This Agreement by and between SSHI, LLC, d/b/a D.R. Horton and Kittitas County ("Agreement") is entered effective the 7th day of ~~November~~ 2021, by and between SSHI LLC, d/b/a/ D.R. Horton ("DRH"), and Kittitas County ("County"), who shall be collectively referred to as the "Parties."

WHEREAS, DRH owns that certain real property commonly known as Black Horse at Whiskey Creek ("DRH Property"), identified as Kittitas County Assessor Parcel number 18-18-27010-0002 and legally described in Exhibit A hereto and incorporated herein by this reference;

WHEREAS, the County approved a preliminary plat for the DRH Property under Ordinance 2007-006 (the "Project");

WHEREAS, DRH has completed a majority of the plat infrastructure, including roadway and utility construction, throughout the plat and anticipates full completion of the plat infrastructure during 2021 based on plans approved January 27, 2021;

WHEREAS, DRH has posted a performance bond for all work within the plat, constructed or not;

WHEREAS, DRH removed the existing culvert at Whiskey Creek (as it crosses under Bender Road) and installed a new fish passable culvert and flow restrictor pursuant to an HPA from Washington State Department of Fish and Wildlife, Permit 2020-3-7+01, issued January 24, 2020, expiration January 24, 2025; approval from the Army Corp of Engineers; and permits issued by the County in December 2019 to February 2020;

WHEREAS, DRH has removed fill previously placed in the floodplain and left the ground at near original elevations, the County has confirmed via survey;

WHEREAS, as part of its plat construction work DRH will be regrading all existing stormwater ponds to reflect their functionality as evaporation ponds (per Section 6.4 of the Department of Ecology Stormwater Management Manual for Eastern Washington (Stormwater Manual)) based on approved engineering review by the County;

WHEREAS, DRH will install trench dams throughout the site to aid in the re-direction of irrigation return flows away from the newly created evaporation ponds to ensure functionality of said ponds;

WHEREAS, DRH has filled in Pond 4, to protect the Ellensburg Water Company ("EWC") canal, and will install a stormwater lift station along Bender Road to pump the flows previously discharged into Pond 4 up to the northerly end of the site where the flows will be released into a series of evaporation ponds as approved by the County. Due to supply chain delays, the expected complete installation of the stormwater lift station is now anticipated for late 2021 or early 2022.

DRH has provided to the County for approval, an interim pumping plan that will simulate the future lift station pumping configuration, so that the first phase of the final plat may be recorded;

WHEREAS, the interim pump plan has been negotiated with Kittitas County allowing final plat recording, the County desires limiting construction of new housing starts to foundation only permits until such time the pump station construction is complete and accepted by Public Works;

WHEREAS, DRH will install a closed pipe system to direct any emergency overflow from Pond 3 to the stormwater lift station at Bender Road. The stormwater lift station and force main have been sized to handle the additional flow in case of an emergency;

WHEREAS, starting in March 2021, DRH has continued to measure inflow into Pond 3 (measurement is provided from level loggers installed in the pond) and irrigation return flow water appears to be impacting Pond 3 performance;

WHEREAS, shallow groundwater impact is an anticipated design element impacting evaporation pond performance requiring mitigation;

WHEREAS, Pond 3 is mitigated by collecting and conveying pond overflow via pump station to a series of evaporation ponds;

WHEREAS, DRH has been monitoring Pond 3 since March 2021 and continued monitoring of the pond inflow vs. outflow (data from level loggers) under the herein-provided monitoring period will provide additional data to ensure that Pond 3 will perform as required during the irrigation season; and

NOW, THEREFORE, in consideration of the mutual benefit from the promises herein and nothing more, the Parties agree as follows:

1. **Stormwater Infrastructure Maintenance Monitoring Period.** DRH will enter into a maintenance and monitoring agreement with the County concerning all required stormwater control improvements, as depicted on attached Exhibit C, for a period of twenty-four (24) months from the date the County accepts the last of such stormwater infrastructure improvements on the DRH Property. (In connection therewith, the Parties agree that the detailed design requirements for such improvements are depicted on the County and City-accepted plan set consisting of 102 sheets, dated for approval as January 24, 2021 and January 27, 2021, respectively. The approved set is for road, storm and grading approval only as the sewer and water plans were previously approved. Said requirements are deemed incorporated herein and made a part of this Agreement.) DRH will monitor all storm ponds and storm infrastructure serving the Project for twenty-four (24) months from date that the system is fully brought online and is actively utilized to serve the Project, based on monitoring criteria established by DRH and the County and attached hereto as Exhibit B ("Criteria").

DRH will install data collectors to monitor the water levels and infiltration/evaporation rates within the ponds. DRH will gather and provide data to the County on a quarterly basis and copy EWC on all such data submittals. Upon County acceptance of the last stormwater infrastructure improvement as described and depicted on Exhibit C, data collection and monitoring

of the stormwater system as a whole, as described on Exhibit B, will commence. At the end of twenty-four (24) months of data collection and monitoring of all County-accepted improvements, the County will assess all infiltration/evaporation ponds and associated pumping and pipeline facilities identified on Exhibit C, which together comprise the onsite, intertied stormwater control system, for compliance with the County regulations, including all stormwater control requirements under Ordinance 2007-006 and supporting SEPA preliminary determination, and expected performance. In connection therewith, and in order for the County to ascertain whether monitoring data submitted by Horton hereunder are reflective of onsite stormwater retention exclusively, as required by Ordinance 2007-0006, the County shall be permitted at all times during the herein-provided monitoring period (including any extension thereto) to inspect the western boundary area of the Project south of 29th Avenue, for the purposes of identifying any point or non-point sources within that area, which are discharging or likely to discharge into the EWC Main Canal. An EWC representative shall be entitled to accompany Staff during such inspections. Upon identifying such point or non-point source contribution generated by the Project, the County shall contact Horton immediately to initiate a plan for timely removal of same, including restoration of adjacent Project lands to their pre-discharge condition. Upon Horton's completion of discharge removal and restoration requirements, to the satisfaction of the County, the County may then establish any further, additional monitoring period, or extension thereto, as may be the case (up to and including a full reset of the then-current monitoring period, in the County's sole discretion).

If the system, including each individual pond, has met all Criteria within that timeline, the County will accept the system and no further monitoring will be necessary. If, however, the system, including any individual pond(s) or associated facilities, does not meet the Criteria, DRH will undertake system repairs or other remediation measures, including tract configuration changes as deemed necessary, which together are expected to meet the Criteria and will provide an additional twenty-four (24) months of system monitoring data following completion of such repairs or modifications. Any necessary remediation will be per the Operations and Maintenance Manual (O & M Manual) (see Item 3) or as coordinated with and approved by County staff.

To allow for additional expansion of the evaporation pond system, if necessary, DRH will designate a section of lots currently located in the floodplain to remain undeveloped within a future development tract upon recording of the first division of the plat. This tract area will remain undeveloped until at least twenty-four (24) months have passed with monitoring as provided for herein.

2. **Stormwater Lift Station.** The stormwater lift station that will pump flows from its location at Bender Road to the northerly portion of the site shall be located within a separate Tract owned by the Project's Homeowner Association (the "HOA"). The HOA shall contract with a utility company that can provide continuing operation and maintenance of the intertied pond system and lift station, on terms satisfactory to the County. The HOA's obligations shall be established in the Project's recorded CC&Rs with obligation to operate and maintain in perpetuity, with reference thereto on all recorded final plat approvals. Further, DRH shall retain secondary responsibility for continuing operation and maintenance of the intertied pond system and lift station until County disposition of all final plat applications for phases south of 29th Avenue.

3. **O&M Manual and Pest Management Plans.** DRH will prepare and administer a detailed O & M Manual as well as a Pest Management Plan for the evaporation ponds. Both will be in place within 60 days of completion of all stormwater control improvements. A clear route to access all ponds will be provided as part of the maintenance proposal.

4. **Flood Monitoring.** After a storm event, DRH will monitor flooding at Whiskey Creek from the flow restrictor at the Bender Road culvert along the Bender Road frontage to the Ellensburg Water Company Town Ditch. As provided for in the Maintenance/Monitoring and Removal Protocol DRH will remove materials and repair any erosion damage at the flow restrictor. Monitoring shall continue until January 24, 2025, or until the undershot at the EWC canal crossing with Whiskey Creek is removed, whichever occurs first.

5. **Sediment Removal.** Until January 24, 2025, or until the flow restrictor at the Bender Road culvert is removed, whichever event occurs first, and upon reasonable notice and authorization by EWC. DRH will remove that sediment in EWC's Town Ditch which EWC identifies as having been deposited between 15 feet upstream to 20 feet downstream of the Bender Road crossing and is the result of flood overflow from Whiskey Creek running along Bender Road. Under this term, EWC will immediately provide notice to DRH and the County, including the timeframe within which sediment buildup must be removed for the protection of canal operations and water deliveries to its shareholders. When DRH can meet that timeframe with its own equipment and resources, DRH shall undertake the sediment removal project, using industry-established best management practices. If not, EWC will undertake the project on its own, with reasonable and customary expenses therefor to be paid from a \$10,000.00 escrow account established for such purposes.

6. **Siphon Contribution.** DRH will contribute a total of \$250,000 to the construction of a siphon at the crossing of the Ellensburg Town Ditch and Whiskey Creek as noted herein. Of this amount, DRH will deposit \$125,000 in escrow upon submittal of the final plat for each of the first two divisions, respectively. Upon recording of each division, DRH will release the respective \$125,000 to the County for its use in designing, permitting and/or construction of a siphon at the EWC canal crossing with Whiskey Creek. The County shall hold the funds in an interest-bearing account and shall expend such on the siphon, construction of which shall be complete and the siphon operational by January 24, 2025 (expiration date of the current HPA for the flow restrictor at the Bender Road crossing). In the event the County does not fully expend these funds within this timeframe, the County shall return the funds to DRH with any interest earned by the County in a manner to be agreed upon by the Parties at such future time.

7. **Compliance with Plat Conditions.** Pursuant to Kittitas County Ordinance 2006-007, as well as KCC 16.18.30, EWC has authority to provide written notification to the County stating its certification that the final plat (including phased final plat approvals, as applicable) of Black Horse at Whiskey Creek meets EWC's requirements. Upon submittal of each final plat, EWC will have two weeks to provide its written certification to the County to allow staff to meet timing deadlines noted in KCC 16.12.020.

To provide for this phasing, the County recognizes that EWC has legal ability to review and provide its review, approval and any conditions on a per-phase basis. Further, DRH agrees to defer recording of any division south of 29th Avenue until at least twenty-four (24) months after

the recording of the first division. If any such improvement(s) fails to perform to requirements established in Paragraph 1, then DRH shall further defer recording of any division south of 29th Avenue until such improvement(s) are reconstructed or modified and confirmed by the County to operate to Paragraph 1 requirements during the required two (2) year monitoring period extension.

Upon confirmation that all improvements perform to Paragraph 1 requirements under the timing requirements of this Paragraph 7, then DRH may begin recording south of 29th Avenue.

The County acknowledges that DRH and EWC are separately negotiating concerning additional Project stormwater control improvements and mitigation items, on which EWC requires final and binding agreement as an express condition on its exercise of irrigator plat signoff authority under this Paragraph 7. In connection therewith, the County understands and agrees to monitor and enforce DRH's compliance with all stormwater control requirements agreed to with EWC.

8. Additional Terms.

- a. Binding and Enforceable. The Parties agree this Agreement is binding and enforceable and shall bind and inure to the benefit of the Parties hereto.
- b. Assignment of Interests, Rights and Obligations. This Agreement shall be binding and inure to the benefit of the Parties. No party may assign its rights under this Agreement without the written consent of the other Parties, which consent shall not unreasonably be withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of DRH.
- c. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the remainder of this Agreement, or the validity of its application to other persons or circumstances, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other person or circumstances.
- d. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Kittitas County Superior Court.
- e. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a signatory to this Agreement shall have any third-party beneficiary or other right whatsoever under this Agreement. No other person or entity not a party to this Agreement may enforce the terms and provisions of this Agreement.

- f. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement.
- g. Police Power. Nothing in this Agreement shall be construed to diminish, restrict or limit the police powers of the County granted by the Washington State Constitution or by general law.

Agreed to by:

SSHI LLC, a Delaware limited liability company

By: SHLR of Washington, Inc., a Washington corporation, its manager

By:  _____

Name: Kevin Capy

Title: Division President

Kittitas County

By:  _____

Name: Mark R Cook

Title: Director

EXHIBIT A

LEGAL DESCRIPTION

The West Half of the Northeast Quarter of Section 27, Township 18 North, Range 18 East, W.M., in the County of Kittitas, State of Washington;

EXCEPT right of way for Reecer Creek County Road and Bender County Road;

AND EXCEPT a parcel of land laying in the Northeast Quarter of Section 27, Township 18 North, Range 18 East, W.M., Commencing at the Northwest corner of said quarter section; thence 30.0 feet along the North line of said quarter to the East right of way line of Reecer Creek Road and the true point of beginning; thence 10.0 feet along the North line of said quarter; thence Southerly and parallel with the East right of line of Reecer Creek Road 2,139.26 feet; thence Northwesterly 17.10 feet to a point on the East right of line for Reecer Creek Road right of way; thence Northerly 2,125.25 feet to the true point of beginning;

AND EXCEPT a parcel of land laying in the Northeast Quarter of Section 27, Township 18 North, Range 18 East, W.M. Commencing at the Southwest corner of said Quarter, thence North $00^{\circ}09'12''$ East 29.92 feet along the West line of said quarter, thence South $89^{\circ}50'48''$ East, 18.05 feet to the intersection of the right of ways for Reecer Creek Road and Bender Road and the true point of beginning; thence South $89^{\circ}35'18''$ East, 47.69 feet along the North right of way line of Bender Road to the beginning of a curve to the right, a cord bearing North $44^{\circ}53'31''$ West, a cord length of 67.80 feet, a curve length of 75.199 feet to the end of the curve, thence South $00^{\circ}11'44''$ East 47.69 feet along the East right of way for Reecer Creek Road and the true point of beginning;

AND EXCEPT that portion conveyed to Kittitas County, State of Washington, by Deed recorded March 1, 2005. under Auditor's File No. 200503010021.

AND EXCEPT all rights as conveyed by that certain mineral deed, recorded October 11, 2006 under Auditor's File No. 200610110009.

EXHIBIT B

MONITORING CRITERIA

Prior to final acceptance of pond design performance, DRH will collect pond performance data and provide monthly reports during the monitoring period (two years beginning in April of each year) following the issuance of final plat for Divisions 1 and 2. The following data will be collected and reported to the County:

- Pond water surface elevation at the end of each month
- Changes in pond volume monthly
- Changes in pond volume annually
- An analysis of pond disposal rate compared to design rate.

The monthly reports will contain:

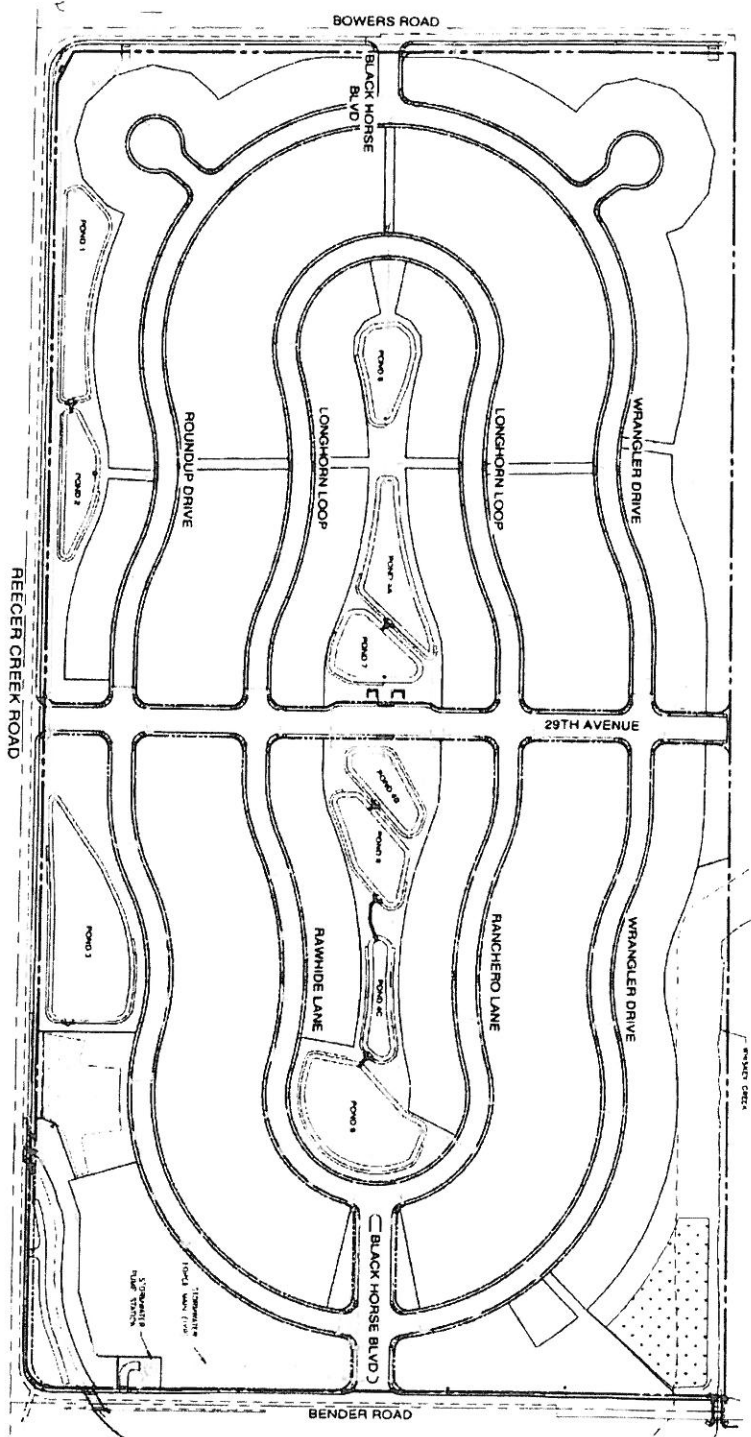
- Starting and ending water surface elevation
- Starting and ending pond volume
- Any pond water surface excursions into the required one foot of freeboard
- Observed pond disposal rate compared to the design disposal rate.

The annual report will summarize monthly data and provide:

- Changes in pond volume by month
- Overall change in pond volume for the year
- Any pond water surface elevation excursions into the required one foot of pond freeboard.

Kittitas County Department of Public Works will review submitted monitoring reports and respond to DRH with any performance concerns. Failure in meeting design performance expectations will be addressed by the County and could include extensions of pond monitoring beyond the initial two year required period. Final pond acceptance will be issued by the County based on the submitted pond monitoring reports. Meeting all design performance parameters during the two-year monitoring period constitutes compliance resulting in final pond acceptance by the County.

BLACK HORSE STORMWATER CONTROL IMPROVEMENTS PLAN



STORMWATER CONTROL IMPROVEMENTS INCLUDE: ALL PONDS AS SHOWN HEREON, STORMWATER PUMP STATION, STORMWATER FORCE MAIN AND STORMWATER PIPE INFRASTRUCTURE

EXHIBIT C

<p>D.R. HORTON</p> <p>BLACK HORSE AT WHISKEY CREEK</p> <p>KITITAS COUNTY EXHIBIT B WASHINGTON</p>		<p>ESM CONSULTING ENGINEERS, LLC</p> <p>1000 1st Ave. S.E. Suite 200 Federal Way, WA 98003</p> <p>www.esmcivil.com</p>	<p>DATE: 08/14/2014</p> <p>PROJECT: BLACK HORSE AT WHISKEY CREEK</p> <p>SCALE: 1" = 100'</p>
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KITTITAS COUNTY COMMUNITY DEVELOPMENT SERVICES

411 N. Ruby St., Suite 2, Ellensburg, WA 98926

CDS@CO.KITTITAS.WA.US

Office (509) 962-7506

Fax (509) 962-7682

"Building Partnerships – Building Communities"

February 16, 2021

DR Horton
Jennifer Reiner, P.E., Senior Land Acquisition Project Manager
12910 Totem Lake Blvd. NE, Suite 220
Kirkland, WA 98034

RECEIVED
JAN 21 2022

Kittitas County CDS

Sent via email: jreiner@drhorton.com

Subject: Blackhorse Final Development Plan – Minor Alteration Determination

Dear Ms. Reiner,

On January 22, 2021, Kittitas County Community Development Services (CDS) received a request from Chad Bala of Terra Design Group, authorized agent, for a minor alteration to the Black Horse at Whiskey Creek PUD Final Development Plan (RZ-06-00015). This request would amend the phasing map and phasing table approved by Resolution 2015-043.

According to KCC 17.36.080.1, Minor Alterations may be approved by the Director when the basic character of the existing approved PUD is maintained and the proposed uses and density are not altered. Staff has reviewed the complete request and has determined that the request for a revision to the phasing map and phasing table can be processed as a minor alteration because the request does not alter the proposed uses or density and maintains the basic character of the approved PUD. The original approved final development plan allowed 354 residential units to be developed in four phases with construction occurring between 2015 and 2018. In 2018, Kittitas County approved a minor alteration that would retain the existing lot configuration and the total of 354 residential units as previously approved, however the proposal would be developed in 2 phases with phase 1 consisting of 3 divisions. The applicant is now proposing a minor alteration where the property would be developed in five phases. Phase 3 would be recorded two years from plat recording for Phase 1, Phase 4 would be dependent on monitoring and performance criteria, and Phase 5 would be dependent on removal of floodplain. The applicant has worked with Kittitas County Department of Public Works on resolving stormwater, groundwater, and flooding issues within the project. This work is still ongoing and necessitates additional time to reach the final platting stage of the project before buildout of the residential units can occur.

After review of all submitted information, Resolution 2015-043, and the 2018 minor alteration, it has been determined that the amended phasing map (Attachment A) and phasing table (Attachment B) shall be approved.

This approved alteration to the phasing plan and phasing map of the Black Horse at Whiskey Creek PUD *supersedes* the phasing plan and phasing map approved through Resolution 2015-043 and the minor alteration approved in 2018.

Please let me know if you have questions.

Sincerely,



Dan Carlson, AICP
Community Development Services Director

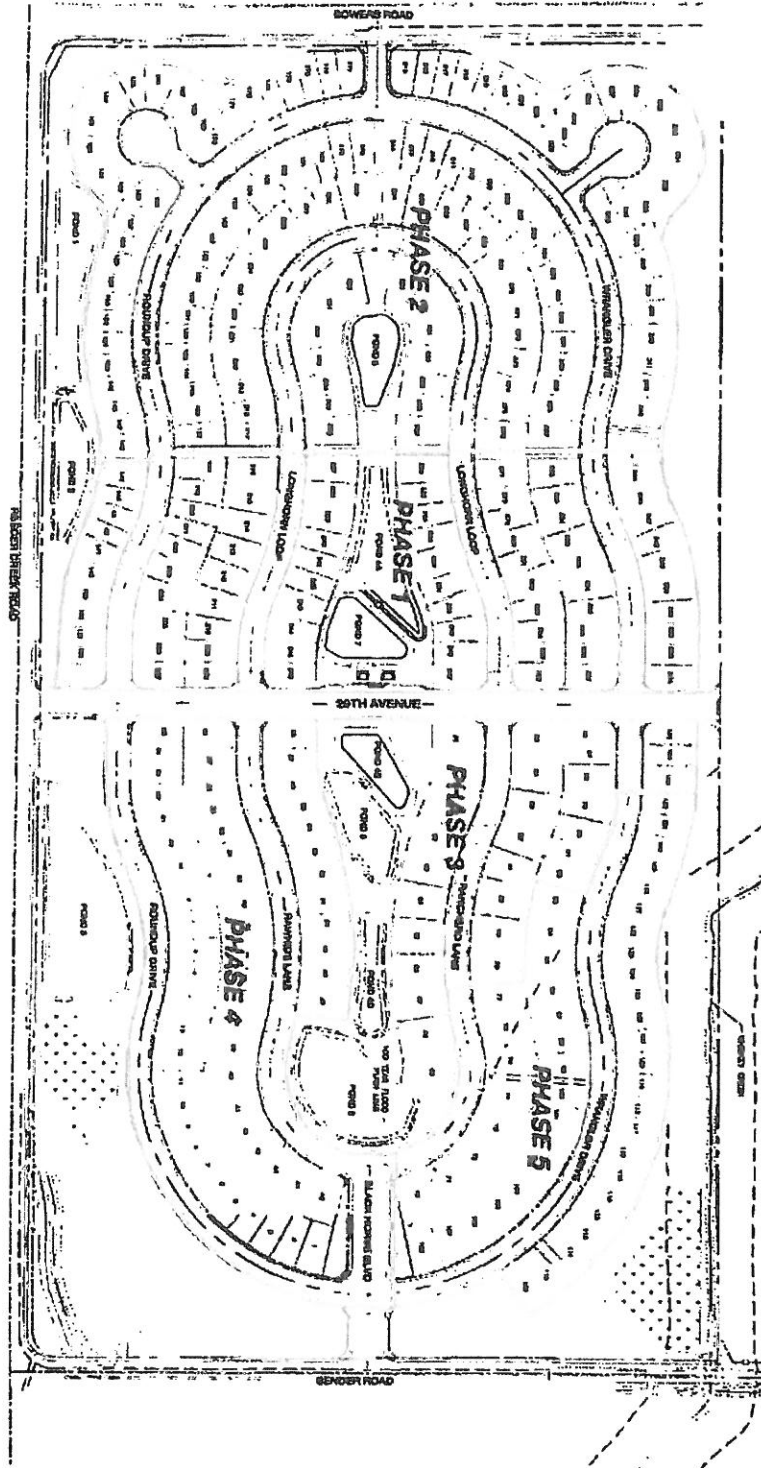
Cc: Mark Cook, P.E., Kittitas County Public Works Director
Jeremy Johnston, Planning Official
Chad Bala, Terra Design Group, Authorized Agent

via email
via email
via email

Attachment A

Attachment 1.
Date: 1-22-21
Revised Phasing

A PORTION OF SEC. 27, T 18 N., R 18 E., W 11.



1 of 1 sheets
 EN-96

D.R. HORTON
BLACK HORSE AT WHISKEY CREEK
 PHASING EXHIBIT

CON CONSULTING ENGINEERS LLC
 www.concdvl.com
 Civil Engineering, Surveying, Planning, Public Works, Site Design, Project Management, Land Planning, Wetlands Delimitation

PROJECT NO. 2019-001
 SHEET NO. 1 OF 1

Attachment B

Black Horse @ Whiskey Creek Amended Phasing, Dated 2-9-21		
Phase 1	Identified Lots within Phase 1	Phase 1 Notes:
	Lots 136-145	All Roads will be dedicated. All ponds will be online triggering the beginning of the monitoring period.
	Lots 198-216	
	Lots 237-256	
	Lots 277-296	
	Lots 344-354	
Phase 2	Identified Lots within Phase 2	Phase 2 Notes:
	Lots 146-177	All ponds will be online triggering the beginning of the monitoring period.
	Lots 178-197	
	Lots 217-229	
	Lots 230-236	
	Lots 257-263	
	Lots 264-276	
	Lots 297-314	
	Lots 315-343	
Phase 3	Identified Lots within Phase 3	Phase 3 Notes:
	Lots 59-69	No recording of plat/plats south of 29th Avenue for 2yrs from the final plat recording of Phase 1
	Lots 78-92	
	Lots 133-135	
Phase 4	Identified Lots within Phase 4	Phase 4 Notes:
	Lots 1-46	Any recording of final plat/plats is dependent upon Monitoring and performance criteria per Mitigation Agreement
	Lots 47-58	
Phase 5	Identified Lots within Phase 5	Phase 5 Notes:
	Lots 70-77	Any recording of final plat/plats is dependent upon the removal of floodplain.
	Lots 93-108	

	Lots 109-132	
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