

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

**RESOLUTION NO. 2021-173  
Development Agreement by and between Kittitas County  
and  
Easton Ridge Land Company, Inc.**

**THIS DEVELOPMENT AGREEMENT** (“Development Agreement”) is entered into and effective this 16<sup>th</sup> day of November, 2021, by and between Kittitas County, a political subdivision of the State of Washington (“County”) and Easton Ridge Land Company, Inc., a corporation organized under the laws of the State of Washington (“Developer”). This Agreement is made pursuant to Revised Code of Washington (“RCW”) 36.70B.170 and Kittitas County Code (“KCC”) Chapter 15A.11.

**RECITALS**

1. KCC 15A.11 authorizes the execution of a development agreement between the County and a person having ownership or control of real property within its jurisdiction.
2. This Development Agreement by and between Kittitas County and the Developer relates to the development to be known as “Marian Meadows Estates” (or simply, the “Project”).
3. The Developer owns certain real property (the “Property”) consisting of 445.42 acres across 17 parcels, located approximately seven miles northwest of Roslyn in portions of Sections 1 and 12, Township 20, Range 13 E, WM in Kittitas County, bearing Assessor's map numbers 20-13-01000-0012, 20-13-12000-0013, 20-13-01000-0004, 20-13-01000-0013, 20-13-01051-0018, 20-13-01051-0014, 20-13-01051-0015, 20-13-01051-0013, 20-13-01051-0012, 20-13-01051-0008, 20-13-01051-0007, 20-13-01051-0006, 20-13-01051-0002, 20-13-01051-0001, 20-13-01051-0016, 20-13-01000-0011, 20-13-01051-0017.
4. On May 1, 2018, the Board of County Commissioners approved Ordinance 2018-006, granting the Marian Meadows Planned Unit Development (PD-17-00001), Conditional Use Permit (CU-17-00001), and Plat (LP-17-00001) for the Developer to pursue the Project at the site above.
5. KCC 15A.11.020(2) requires a development agreement to set forth the standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement.

6. For the purposes of this Development Agreement, “development standards” includes, but is not limited to all of the standards listed in KCC 15A.11.020(5) and/or as amended by the Marian Meadows Community Standards and Guidelines. **(Exhibit E)**.
7. KCC 15A.11.020(3) requires a development agreement to be consistent with applicable county development regulations, except as such development regulations have been modified by the development standards contained in the agreement.
8. Ordinance 2018-006 requires the Developer to enter this Development Agreement with the County after consideration of (1) compliance with KCC 17.58 Airport Zone and WSDOT Airport Safety Zones, (2) mitigation measures for the addition of 53 new students to the Easton School District, (3) traffic and public infrastructure improvements, (4) mitigation measures for the addition of 89 dwelling units, RV storage, RV park, campground, and other approved commercial uses to Kittitas County Fire District #3, and (5) water availability from Easton Water District.
9. The following events have occurred in the processing of the Developer’s application:
  - a. After due notice, a public hearing was held before the Kittitas County Board of County Commissioners on October 6, 2020, pursuant to KCC 15A.11.060;
  - b. The October 6, 2020 public hearing was continued until December 15, 2020, where the Board of County Commissioners remanded the proposed development agreement to the applicant for discussion on mitigation for impacts to Kittitas County Fire District #3;
  - c. After due notice, a public hearing was held before the Kittitas County Board of Commissioners on July 20, 2021, pursuant to KCC 15A.11, where the Board of County Commissioners continued the public hearing until October 5, 2021 and remanded the item to the applicant for further discussion with Fire District #3;
  - d. On October 5, 2021, after further opportunity for public comment, the Board of County Commissioners voted to approve this Development Agreement.
10. The “Record” supporting the development, creation, approval, or potential appeal of this Development Agreement shall include all records before the Board of County Commissioners in considering Ordinance No. 2018-006, and all records before the Kittitas County Hearing Examiner in considering the approval of the Marian Meadows Planned Unit Development (PD-17-00001), Conditional Use Permit (CU-17-00001), and Plat (LP-17-00001).

### **AGREEMENT**

Now therefore, the parties mutually agree as follows:

## General Provisions

**Section 1. Definitions and Recitals.** As used in this Development Agreement, the following terms, words, or phrases shall have the meaning specified in this Section, unless context otherwise requires. The Recitals to this Development Agreement, together with any headers or introductions thereto and any definitions ascribed therein, are hereby incorporated into and shall constitute a part of this Development Agreement.

1.1. **“Adopting Ordinance”** means the Ordinance that approves this Development Agreement, as required by RCW 36.70B and KCC 15A.11.

1.2. **“Administrator”** means Administrative Official or Director as defined by Kittitas County Code.

1.3. **“Board”** means the Kittitas County Board of County Commissioners.

1.4. **“Certificate of Occupancy”** means either a certificate issued after inspections by the County authorizing a person(s) In possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

1.5. **“Code”** means the Kittitas County Code, as it may be amended from time to time.

1.6. **“Development Period”** means the duration of the Development Agreement.

1.7. **“Existing Land Use Regulations”** means the Kittitas County Code as of May 1, 2018.

1.8. **“Landowner”** shall refer to any owner of the Property, now or in the future as contemplated by the Development Agreement.

1.9. **“Marian Meadows Owners Association” or “MMOA”** means the non-profit organization comprised of a five (5) member governing board, the formation of which will be addressed within the Covenants Conditions & Restriction’s for the Plat of Marian Meadows Estates to be recorded upon final plat of the second residential subdivision.

1.10. **“Property”** means the property subject to this Development Agreement as legally described in **Exhibit A**.

1.11. **“Recreational Vehicle” or “RV”** has the meaning as defined by Kittitas County Code.

1.12. **“Silver Creek Recreational Vehicle Resort” or “SCRVR”** means a subset of Marian Meadows Estates and MMOA providing for ownership of individual recreational vehicle storage areas, with campground spaces and full-service RV pads in support of MMOA as well as the RV condominium complex.

- 1.12.1. “RV Park” shall mean the 15 full-service RV pads for SCRVR owners, with water, electricity and sewage hook-ups.
- 1.12.2. “Campground” shall mean the 12 camping sites for SCRVR owners.
- 1.12.3. “RV Storage” shall mean the 100 storage units for SCRVR owners.
- 1.12.4. “RV Service Center” shall mean the service area for RV owners.

**Section 2. The Project.** The Project consists of the development and use of 445.42 acres in Kittitas County, more particularly described below. The Project is preliminarily approved under the Planned Unit Development (PUD) Ordinance (PD 17-00001), Conditional Use Permit (CU-17-00001) and Plat (LP17-0001).

- 2.1 Project Duration.** The Project is anticipated to be phased over a twenty-year (20) period. The Developer will have discretion to determine the order of phasing elements to maximize work around the quarry buffer zone while allowing quarry operations to continue to supply minerals and material to the development. Further information on Project Phasing and Timelines is included in the attached **Exhibit F**.
- 2.2 Supportive Facilities.** The Project will include supportive facilities such as a community center, athletic courts, a pool, solid waste handling facilities, roads, mail collection/distribution facilities and a trail network.
- 2.3 Project Oversight, Operations and Management.** Until oversight, operations and ownership is transferred to MMOA as provided in Section 2.4 below, the Developer shall be responsible for all requirements set forth in this Development Agreement.
- 2.4 Transfer of Oversight, Operations and Ownership to Marian Meadows Ownership Association.** Within thirty days following the end of the Development Period, but in no case later than sixty days after Developer has transferred title to the purchasers of single-family residences representing 75% of the 85 residences (meaning 64) to be included in the MMOA, Developer shall deliver or cause to be delivered to MMOA all community property, oversight, and operations as provided for in Chapter 64.90 RCW, the Washington Uniform Common Interest Ownership Act. Developer reserves the right to deliver the same at any time allowed by law. The MMOA will assume total oversight, control and authority over the developed portion of the Project and work with the Developer until final build out.
- 2.5 Snow Storage on Marian Drive.** Regardless of the Civil Plans submitted and considered by the County under Ordinance No. 2018-006 granting approval to the Marian Meadows Planned Unit Development (PD-17-00001), Conditional Use Permit (CU-17-00001), and Preliminary Plat (LP-17-00001), the Project shall include 70-foot public right-of-way along Meadow Way. This 70-foot right-of-way will satisfy the County’s requirement for snow storage, taking into consideration that additional snow storage area is being provided at the end of the County road turnaround.

**Section 3. Residential Development.** The Property described in **Exhibit A** will be developed into the Plat of Marian Meadows Estates, an 89-lot residential subdivision, including 73 single-family lots, 12 multi-family townhomes and 4 large residential lots.

- 3.1 Seventy-Three Single-Family Lots.** There will be 73 fee-simple lots of 1/2 acre in size or larger, which will contain one single-family residence and/or assessor unit with or without detached out buildings, a water connection from Easton Water District and an on-site septic system.
- 3.2 Twelve Multi-Family Townhomes.** There will be 12 attached multi-family units for sale, lease or rent. These units may be inclusive of enclosed or open parking structures and will share and support Marian Meadows Estates equal to the single-family uses.
- 3.3 Four Single-Family Large Lots.** There will be 4 large parcels (67-95 acres in size) on the eastern slope of the Project that consist of a single-family residence with associated out-buildings, on-site septic, and may or may not include a water service connection to Easton Water District. These 4 parcels will not be members of the Marian Meadows Owners Association and will not be subject to rules and/or conditions of MMOA. Use of Marian Meadows Estates community amenities and services shall not extend to these parcels.

**Section 4. Silver Creek Recreational Vehicle Resort Development.** SCRVR will include 100 RV condominium storage spaces, 12 associated campground pads and 15 full-service RV pads. SCRVR may include an RV service center that provides commercial and service uses. No RV storage unit, campground or RV pad may be developed for residential uses.

- 4.1 One Hundred RV Storage Units.** The RV storage area will be approximately 27.06 acres. Ownership of the 100 storage units within SCRVR is limited to interior storage spaces. Living or staying overnight in an RV condominium unit will be strictly forbidden. RV Storage units may not be rented to, or used by, anyone other than the unit owner.
- 4.2 Campground and RV Park.** The Campground and full-service RV Park will comprise of approximately 7.7 acres. Use of the Campground and RV Park will be limited to storage space owners and their guests. The RV Park will be enclosed within chain-link security type fencing. Any structures within 50' of the south property line will include a solid wall with no openings in order to deflect noise and lights emanating from the Park.
- 4.3 RV Service Center.** Within the oversight of SCRVR will be the implementation and/or operation of an RV Service Center and retail outlet. The construction and operation of the RV Service Center is subject to the approval of a Conditional Use Permit to operate such a facility, but only in the event that Kittitas County Code allows this use by Conditional Use Permit in the future. At the discretion of SCRVR or the Landowner, regardless of any time limitations set forth in this Development Agreement, an application for a Conditional Use Permit to construct and operate the RV Service Center



may be submitted pursuant to Chapter 17.60A of Kittitas County Code and shall be evaluated in good faith by the County for compliance with the criteria set forth for approval of conditional uses.

**Section 5. Marian Meadows Owners Association.** The Marian Meadows Owners Association will be comprised of three governing boards. There shall be two five-member boards, one overseeing the residential uses described in Section 3, and one overseeing the Silver Creek Recreational Vehicle Resort uses described in Section 4. A third board shall comprise three members of the former (residential) and two members of the latter (RV) and will oversee the combined uses. Further Community Standards and Guidelines are included in the attached **Exhibit E.**

**5.1 SCRVR Oversight.** The governing body of SCRVR shall be responsible for ensuring that the RV storage units are not used for human residency, either within the unit or within RVs stored within the units. The SCRVR governing body shall enforce this responsibility by any appropriate means, including but not limited to employing private security, assessing fines for violations and/or incorporating this prohibition in ownership agreements, but at all times SCRVR shall have and maintain an enforcement plan. The Developer shall be responsible until control is transferred to MMOA.

**5.2 SCRVR Reporting.** For a period of five years, beginning on the first date SCRVR allows member vehicle stays within the RV Park and/or Campground, the governing body of SCRVR shall annually report to the Kittitas County Director of Public Works the total number of member vehicle stays within the RV Park and Campground, with quarterly totals defined as: Q1 (January, February, and March), Q2 (April, May, and June), Q3 (July, August, and September), Q4 (October, November, and December).

**Section 6. Mitigation for Impacts to Easton Fire District #3.** [The current state of negotiations is included.] *See attached Exhibit B.*

**Section 7. Mitigation for Impacts to Easton School District.** [The current state of negotiations is included.] *See attached Exhibit C.*

**Section 8. Provision of Water to the Project from Easton Water District.** [The current state of negotiations is included.] *See attached Exhibit D.*

**Section 9. Recording Parties and Successors Bound.** As required by KCC 15A.11.050, this Development Agreement shall be recorded with the real property documents of Kittitas County. During the Development Period, the Development Agreement is binding on the parties, their successors and assigns, including any city that assumes jurisdiction through incorporation or annexation of the area covering the Property subject to the Development Agreement. Any such successors and assigns shall assume the title and role of “Developer” in this Development Agreement.

**Section 10. Developer Right to Transfer.** From time to time, as provided in this Development Agreement, the Developer may sell or otherwise lawfully dispose of all or a portion of the

Property to a third-party entity that, unless otherwise released, shall be subject to the applicable provisions of this Development Agreement related to all or such portion of Property as may be conveyed. The Developer shall have the right to sell, assign or transfer this Development Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Development Agreement. Developer shall provide the County with written notice of any intent to sell, assign, or transfer all or a portion of the Property sold prior to final plat acceptance, at least 30 days in advance of such action. All rights and obligations of this Development Agreement shall transfer automatically upon conveyance to any third party. In the event of complete conveyance of the entire Property, Developer, and any subsequent successor or assign, shall be automatically released from any obligations under this Development Agreement.

**Section 11. Party Addresses for Purposes of Notice.** Whenever this Development Agreement requires written notice be given to the Developer or the County, such notice shall be sent to the following address.

Easton Ridge Land Company, Inc.  
P O Box 687  
Roslyn, WA 98941

Kittitas County  
205 W 5th Ave Suite #108,  
Ellensburg, WA 98926

**Section 12. Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the County has no propriety or other interest therein except as authorized in the exercise of its government functions.

**Section 13. Development Period.** This Development Agreement shall commence on the effective date of the Adopting Resolution by the Board of County Commissioners respecting this Development Agreement, and shall continue in force for a period of **Twenty (20) years** unless extended or terminated as provided for herein. Following expiration or earlier termination as provided herein, this Development Agreement shall have no further force and effect, subject however, to post termination obligations of the Developer.

**Section 14. Vested Rights of Developer.** During the term of this Development Agreement, the Developer is assured, and the County agrees, that the development and use rights, obligations, terms and conditions specified in the Project are fully vested and may not be changed or modified except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, or as expressly consented thereto by the Developer.

This includes the following Kittitas County Codes as vested in 2017: Title 14–Buildings and Construction, Title 16–Subdivisions, Title 17–Zoning, Title 15A–Project Permit Application Process.

**Section 15. Extension of Preliminary PUD/CUP/Plat Approval.** The parties acknowledge

that the most efficient and economic development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchaser of the Property to have the rate of development determined by the Developer. The parties agree that the Preliminary PUD, Conditional Use (CUP) and Plat approvals for the development will be in full force and effect for the full term of this Development Agreement as set forth in Section 9, above. The Preliminary PUD/Plat/CUP may be further extended upon request by the Developer and mutual agreement of the parties for an additional period of time as may be requested by the Developer and approved by the County provided that any such amendment or extension shall follow the process established by law for the adoption of a Development Agreement (see RCW 36.70B.200).

**Section 16. Permitted Uses and Development Standards.** As community infrastructure and urban levels of services are put into place, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Property shall be those set forth in the Project, the permits and approvals identified therein, and all exhibits incorporated therein may be amended by application of Developer and approval by the County.

As the Development is put in place, By-laws and Codes, Covenants and Restrictions will be formulated addressing the implementation of Boards for the overall community, as for the residential uses (single family and townhomes owners) and storage complex (storage owners).

**Section 17. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the County, which powers are to be exercised reasonably and without undue delay or conditions.

**Section 18. Existing Land Use Fees.** Land use fees adopted by the County by ordinance as of the Effective Date of this Development Agreement may be increased by the County from time to time, and the same may be applicable to permits and approvals for the Property, provided such fees must be otherwise lawful, must be equally applicable and must be applied equally to similar applications and projects within the County.

**Section 19. Default.**

19.1 Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Development Agreement to perform any material term or provision of this Development Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.



19.2 After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party to this Development Agreement or Landowner may, at its option, institute legal proceedings pursuant to this Development Agreement. In addition, the county shall be entitled to enforce the Code and to obtain penalties and costs as provided in the Code for violations of this Development Agreement and the Code. Nothing in this Development Agreement is intended to limit the parties' ability to seek and obtain legal remedies except as may be otherwise provided herein.

**Section 20. Termination.** This Development Agreement shall expire and/or terminate upon the expiration of the term identified in Section 12 or when the Subject Property has been fully developed, whichever ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the County. Upon termination of this Development Agreement, the County shall record a notice of such termination reciting that the Development Agreement has been terminated. This Development Agreement shall automatically terminate and be of no further force and effect as to any dwelling unit or non-residential building and the lot or parcel upon which such residence or building is located, when the same has been approved by the County for occupancy.

**Section 21. Effect of Termination on Developer Obligations.** Termination of this Development Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Developers obligations to comply with the County Comprehensive Plan and the terms and conditions of any applicable zoning codes(s) or subdivision map or other land use entitlements approved with respect to the Property, any other conditions of any other development specified in the Development Agreement to continue after the termination of this Development Agreement or obligations to pay assessments, liens, fees or taxes which would otherwise be applicable and due without regard to the planned development of the Property.

**Section 22. Effect of Termination on County.** Upon termination of this Development Agreement as to the Developer of the Property, or any portion thereof, the entitlements, conditions of development, limitation on fees and all other terms and conditions of this Development Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may be established for such property pursuant to the existing planning and zoning laws).

**Section 23. Covenants Running with the Land.** The conditions and covenants set forth in this Development Agreement and incorporated herein by the Exhibits shall run with the land. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party hereto, but only with respect to the Property, and only with respect to such portion thereof sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Development Agreement, as such duties and obligations pertain to that portion of the Subject Property sold, assigned or transferred to it.

**Section 24. Amendments to Development Agreement: Effect of Development Agreement on**

**Future Actions.** This Development Agreement may be amended or extended by of the Board of County Commissioners, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see RCW 36.708.200). However, nothing in this Development Agreement shall prevent the County from making any amendment to its Comprehensive Plan, Zoning code, Official Zoning Map or development regulations affecting the Property during the next 20 years, as the County may deem necessary to the extent required by a serious threat to the public health and safety.

**Section 25. Notices.** Any notice, demand, or correspondence under this Agreement shall be deemed sufficient if deposited at least three days prior to the notice date by pre-paid first-class U.S. mail to the addresses of the parties as designated in Section 10. Notice to the County shall be to the attention of the Director of Community Development Services and the Chairman of the Board of County Commissioners. Notices to subsequent Landowners shall be required to be given by the County only for those Landowners who have given the County written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 26. Reimbursement for Development Agreement Expenses of the County.** Developer agrees to reimburse the County for actual expenses incurred over and above fees paid by the Developer as an applicant incurred by the County directly relating to this Development Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Development Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed by to the County for the Project are paid to the County. Upon payment of all out-of-pocket expenses, the Developer may request written acknowledgement of all fees. All fees shall be paid, at the latest, within ninety (90) days from the County presentation of a written statement of charges to the developer, upon payment of which Developer shall owe no further amounts to County with respect to or relating to this Development Agreement.

**Section 27. Applicable Law and Attorneys' Fees.** This Development Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Development Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. Venue shall be as provided for under RCW 36.01.050.

**Section 28. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Development Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 29. Severability.** If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Development Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Section 30. Construction.** In the event of a dispute between the parties as to the meaning of

terms, phrases or specific provisions of this Development Agreement, the authorship of this Development Agreement shall not be cause for this Development Agreement to be construed against any party nor in favor of any party.

**Exhibits–Included details and documentation.**

- A. Legal Description of Property Subject to this Development Agreement
- B. Mitigation for Impacts to Easton Fire District #3
  - 1. Marian Meadows Fire Prevention Plan
  - 2. Fire Marshal Preliminary Input
  - 3. Water District Resolution
  - 4. Fire District Boundary Map
  - 5. RCW 82.02.100
- C. Mitigation for Impacts to Easton School District
  - 1. Easton Ridge Land Co. Response to District Comments
  - 2. Analysis of Housing in School District
  - 3. Email Regarding School District Growth
  - 4. OPSI Attendance Record
  - 5. School District Boundaries
  - 6. Comments from Tom Campbell
- D. Provision of Water from Easton Water District
- E. Community Standards and Guidelines
  - 1. Housing Illustrations
  - 2. RV Unit Elevations
  - 3. RV Unit Layout
  - 4. Airport Safety Zone Illustration
- F. Project Phasing and Timelines



**KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS:**

Passed by the Board of County Commissioners in regular session at Ellensburg, Washington, by the following vote, then signed by its membership and attested to by its Clerk in authorization of such passages this 16<sup>th</sup> day of November, 20 21.

Yea    Nay    Abstain

**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**



Brett Wachsmith, Chairman

**ABSTAINED**

Laura Osiadacz, Vice-Chairman



Cory Wright, Commissioner

ATTEST

CLERK OF THE BOARD

Clerk of the Board- Julie Kjorsvik

Deputy Clerk of the Board- Mandy Buchholz





**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOT A OF THAT CERTAIN SURVEY RECORDED MARCH 20, 2013, IN BOOK 38 OF SURVEYS, PAGE 172 AND 173, UNDER AUDITOR'S FILE NO. 201303200038, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF THE EAST HALF OF SECTION 1 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 13 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

**PARCEL 2:**

LOTS 8, 9 AND 11 OF THAT CERTAIN SURVEY RECORDED APRIL 5, 2006, IN BOOK 32 OF SURVEYS, PAGE 125, UNDER AUDITOR'S FILE NO. 200604050035, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING SECTION 1 AND A PORTION OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 13 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

**PARCEL 3:**

LOT A, B, F, G, H, M, N, P, Q, R, S AND T OF EASTON RIDGE LARGE LOT SUBDIVISION 09-00001, ACCORDING TO THE PLAT RECORDED IN VOLUME 11 OF PLATS AT PAGE(S) 230 AND 231, RECORDS OF KITTITAS COUNTY, WASHINGTON.

## **Marian Meadows Fire Related Elements**

### **The Following Conditions were identified within the approvals for Marian Meadows Estates**

**NOW THEREFORE, BE IT HEREBY ORDAINED** the Board of County Commissioners of Kittitas County, Washington, after due deliberation of all of the facts and in the best interest of the public, does hereby approve said zone change from Rural-5 to Planned Unit Development, conditional use permit, and plat subject to the following conditions:

- 1) The applicant shall enter into a development agreement with Kittitas County to provide a proportionate share of mitigation for impacts to Easton School District and Kittitas County Fire District #3 as follows:
  - 1.2 Kittitas County Fire District #3: Mitigation shall be provided for the impacts to fire district facilities and equipment based on 89 dwelling units, RV storage, RV park, campground, or other approved commercial uses.

*Easton Ridge Land Company and Kittitas County Fire District #3 reached an agreement for mitigation to provide \$250 per Residential Lot (for each of the 89 dwelling units) and \$250 per RV Unit (for each storage unit), which is to be collected by Kittitas County prior to building permit issuance and remitted to the Fire District on a monthly basis, when such payments have been collected. No fee will be charged to the Kittitas County Fire District #3 for the collection and distribution of these mitigation payments. Easton Ridge Land Company will work with Kittitas County to develop an appropriate condition to this effect that will appear on the face of the final plat. Additionally, Easton Ridge Land Company will provide to Kittitas County Fire District #3 a sum of \$89,280 in accordance with the terms of their mitigation agreement.*

*All single family, multi-family, and RV Storage units will include automatic fire suppression (sprinklers). This will exclude community outbuildings, detached single-family residence garages, detached multi-family parking structures and the 4 large parcel homes east of the BPA distribution lines. ERLC would like to make reference to RCW 82.02.100 as it pertains to fire mitigation.*

*Achieving the above will include improvements to Easton Water District #3, to not only support the added new development, but also for needed upgrades to district wide capital facilities. Upgrades will be inclusive of cost for the looping and cross connections of water district distributions lines, and is inclusive of providing land and facilities for a new district water storage tank sized to meet the needs of the development and district future, and for funding and assistance (see District Resolutions # 030796-2- Exhibit B(3)).*

*The Marian Meadows Development will be inclusive of fire hydrant placement as required by the Easton Water District and Kittitas County Fire Marshall (see attached Exhibit B(2)). These improvements will address current fire flow issues within the district and provides all landowners within the District water service area with improved water services.*

Exhibit B – Fire Mitigation  
Marian Meadows

*Automatic fire suppression will not be required in community outbuildings like bathroom facilities, pool support buildings, recycling, solid waste or mail distribution buildings or single family/multifamily detached garages.*

*The development of Marian Meadows will also comply with criteria and conditions delineated by the Kittitas County Fire Marshall as it pertains to fire flow, water storage and system requirements. These will be inclusive of the following:*

- Residential- Townhouses 3601 sq feet and greater with automatic sprinklers = 1 hour flow duration and 1000 Gallons Per Minute. This is considering a Type V wood-frame construction.
- The larger RV storage appears to be a Type IIIA ordinary construction – 20,000 sq ft = 2000 x 0.25 (Sprinklers) = 500. (Cannot reduce less than 1000 GPM per IFC). The fire flow would be 1000 GPM for 2 hour flow duration.
- **1000 GPM flow rate for 2 hours or 120,000 total water needed for fire suppression.**
- In reference to your hydrant questions, IFC 507.5.1 **allows maximum spacing of 600 feet for the hydrants**, since the buildings will be sprinkled. The RV storage building should have a hydrant within 600 feet of it.

*As each phase of Marian Meadows is platted, ERLC and/or assigns will work with and apply to Kittitas County for redesignation of lot classifications within the Wildland Urban Interface Code using Appendix C of the Code. The redesignation will be noted on the plat and apply to all denoted lots within the final platting. This planning excludes the 4 large lot tracts residing east of the BPA Powerlines.*

*With the approval of Marian Meadows, the Fire District's tax base will increase by upwards of \$50 million at buildout. Immediate valuation increases will come with platted lots and as homes are built.*

*The Community will use rural area Firewise and Kittitas County Wildland Urban Interface guidelines.*

- 30.2.1 A Fire Management Plan as approved by the Kittitas County Fire Marshal shall be developed and implemented. *The Plat of Marian Meadows Estates will include and enforce the attached Marian Meadows Fire Prevention Plan. This will be included within recorded CC&R's for the plat. **Exhibit B(1)***
- 30.2.2 Fire hydrants shall be included as per fire district design standards. *Automatic fire suppression and fire hydrant spacing will be in accordance with Easton Water District and Kittitas County Fire Marshall. **Exhibit B(2)***
- 30.2.3 Development shall comply with KCC Title 20 Fire and Life Safety, including the International WUI Code defensible space requirements. *With the inclusion of automatic fire suppression, upgrades to the Easton Water District and urban level of water availability, which Marian Meadows will provide, it is currently anticipated that Marian Meadows will apply for exemption from WUI in phases, with the exception of the 4 large lot tracts east of the BPA distribution lines.*
- 30.2.4 Non-combustible areas immediately adjacent to buildings shall be required. *Included provision within the Development's CC&R's and Fire Prevention Plan will address this. Guidelines will be in accordance with Firewise and WUI codes.*
- 30.2.5 The FEIS identified additional equipment to mitigate Fire and Medical Response impacts associated with the project. Project contribution to these measures is identified in the FEIS.

Exhibit B – Fire Mitigation  
Marian Meadows

Such contributions can be made a condition of a Development Agreement, with amounts identified appropriate to the 89 unit current proposal. The applicant shall contact the Kittitas County Fire District #3 to determine appropriate mitigation measures. Mitigation measures shall be included in the development agreement. *The FEIS was written to address a number of differing density scenarios/tenured conditions with recommendations addressing densities upward of 440 plus units. The revised Marian Meadows plat as noted is for a fraction of this density. Please see answer to section 1.2 above as it pertains to mitigation.*

# The Plat of Marian Meadows Estates

## **Fire Prevention Plan**

**Date:**

**Prepared By:**

**This Plan is provided as a guideline for the Plat of Marian Meadows Estates for the implementation of fire related issues which will need to be addressed by the immediate community. It is written for compliance with the requirements of the Occupational Safety and Health Administration's (OSHA) Fire Prevention Plan Standard, 29 Code of Federal Regulations (CFR) 1910.9 as well as supplementing information from the Kittitas County Wildfire Protection Plan (CWFPP).**

**The purpose of this plan is to adopt protective measures for use within the community and provide for education and awareness of fire related hazards to the community. Through the setting of community education and standards for construction and uses, the impacts of wild land fires in and around the community can be marginalized on both how external fires affect this community and how this community impacts adjacent commercial resource lands.**



**Fire Prevention Plan  
Table of Contents**

- I. Objective
- II. Background
- III. Assignment of Responsibility
- IV. Plan Implementation
  - A. Good Housekeeping
  - B. Education and Awareness
- V. Types of Hazards
- VI. Program Review

Community Fire  
Prevention Plan for

Date

*The Plat of Marian Meadows*

**I. OBJECTIVE**

The purpose of this Fire Prevention Plan is to identify and manage the:

- causes of fire,
- prevent loss of life and property by fire,
- provide community standards for fire prevention,
- educate community inhabitants on habits and practices as they related to fire issues and as they apply and comply with the Occupational Safety and Health Administration's (OSHA) standard on fire prevention, 29 CFR 1910.39 and CWFPP. It provides Marian Meadows residents with information and guidelines that will assist them in recognizing, reporting, and controlling fire hazards.

**II. BACKGROUND**

*The Plat of Marian Meadows* is committed to minimizing the threat of fire to residents, staff, visitors, and property. *Marian Meadows Estates* complies with all applicable laws, regulations, codes, and good practices pertaining to fire prevention. *Marian Meadows Estate* separate Emergency Action Plan spells out the procedures for responding to fires and other uncontrollable event. Within this plan, measures will address fire related risks to the community from landscape and foliage growth, management and control of community buffers and commonly held parcels, BPA Distribution and Transmission activity and other pertinent elements in and around the community. This Fire Prevention Plan serves to reduce the risk of fires within the community and raise awareness in the following ways:

- A. provides for community layout and design standards to ensure fire protection personnel and equipment access to all vertical construction within the plat,
- B. *provides design standards to meet the Wildland Urban Interface code as adopted by Kittitas County* on 4/17/2018,
- C. *will maintain a Firewise community*,
- D. will promote information and education of community residents on fire prevention methods,
- E. will work with Easton Fire District #3 toward a fire conscience community,
  - which identifies materials that are potential fire hazards and their proper handling and storage procedures;

- distinguishes potential ignition sources and the proper control procedures of those materials;
  - works with the District maintenance of fire protection equipment and/or systems used to control fire hazards;
  - identifies persons responsible for maintaining the equipment and systems installed to prevent or control ignition of fires;
- F. promotes good housekeeping procedures necessary to insure the control of accumulated flammable and combustible foliage and waste material and residues to avoid a fire emergency.

### III. ASSIGNMENT OF RESPONSIBILITY

Fire safety is everyone's responsibility. All residents should know how to prevent and respond to fires and are responsible for adhering to community policy regarding fire emergencies. The management and oversight of the Marian Meadow Fire Protection plan will be a function of the Marian Meadows Home and Storage Owners Association (MMHSA).

#### A. Management - MMHSA

MMHSA determines the Community Fire Prevention and protection policies are in place to provide adequate controls for a fire safe community. MMHSA will provide adequate resources to encourage fire prevention and the safest possible response in the event of a fire emergency. The MMHSA will work with Easton Fire District #3 toward maintaining the elements as outlined within this Plan.

#### B. Plan Administrator

The Chairman (Plan Administrator) of the MMHSA has the authority to manage the Fire Prevention Plan for **The Plat of Marian Meadows** as directed by the Board and shall maintain all records pertaining to the plan. The Plan Administrator shall also:

1. Develop and administer the Marian Meadows fire prevention education program.
2. Ensure that fire control equipment and systems are properly maintained.
3. Control fuel source hazards.
4. Conduct fire risk surveys (see Appendix A) and make recommendations.

#### C. Supervisors

Supervisors are responsible for ensuring that residents receive appropriate fire safety information, and for notifying community residents when changes in operation or conditions increase the risk of fire. Supervisors are also responsible for enforcing **Marian Meadows** fire prevention and protection policies.

#### IV. PLAN IMPLEMENTATION

##### A. Good Housekeeping and Practices

To limit the risk of fires, residents shall take the following precautions:

1. Design and construct dwelling to conform to KCWUI standards,
2. Maintain community and private their property to Firewise standards,
3. Minimize the storage of combustible materials. Limited the outside storage of combustible material, debris or unmanaged undergrowth, foliage or ground cover.
3. Make sure that community owned doors, hallways, stairs, and other exit routes are kept free of obstructions.
4. Properly dispose of combustible materials in appropriate containers.
5. Use and store flammable materials in well-ventilated areas away from ignition sources.
7. Keep incompatible (i.e., chemically reactive) substances away from each other.
8. Perform "hot activities" (i.e., welding, working with an open flame, exterior burning or other ignition sources) in controlled and well-ventilated areas.
9. Report all gas leaks immediately.
11. Maintain individually owned property free of undergrowth and limit fire impacts to or on adjacent parcels.

Marian Meadows Home and Storage Owners Assoc. (MMHSOA) will ensure that:

- community fire hydrants, roadways and egress routes are maintained and kept clear,
- gates to community property and access route are properly functioning,
- community property is maintained and operating satisfactory, portable fire extinguishers, automatic sprinkler systems, and fixed extinguishing systems are kept in order,
- Community lands, buffers and operating systems are maintained and operational and free of combustion related sources,
- Will monitor adjacent areas as it pertains to fire related issues,

All equipment and parcels owned or managed by MMHSOA is subject to the maintenance, inspection, and testing procedures.

##### B. Education and Awareness

- Provide community-based informational postings, mailings and communications regarding fire related issues.
- Working with the Local fire department and personnel toward fire awareness education.

- Provide outreach on recycling, solid waste handling and the proper means of waste disposal.

## V. TYPES OF HAZARDS

The following sections address major community fire hazards within Marian Meadows Estates and the facilities under control of the MMHSA and the procedures for controlling the hazards.

- A. **Electrical Fire Hazards**- Electrical distribution system within and serving the community and the maintenance and operations of systems, buildings and property under community and private ownership are kept in proper working order and protocols are in place addressing operations and maintenance.
- B. **The use of open flames**, Guidelines and proper care will be addressed on a community wide basis toward the control of open burning, times that open burning can be used and methods or controls for the use of open burning.
- D. **Flammable and Combustible Material storage** and handling within the community. Proper care and oversight will be administered for the operations of the community solid waste and recycling facility.

MMHSA shall regularly evaluate the presence of combustible materials handling within the Community and monitor and assess those areas adjacent to the community for fire related issues.

## VI. Program Purpose

This programs purpose is to provide written guidance for the implementation of a community wide fire awareness, education and prevention plan. The most effective means for a fire aware community is through education and vigilance. This include proper;

- maintenance of community and private property,
- monitoring and addressing foliage growth throughout the year,
- maintaining access to fire hydrants and fire suppression equipment at all times and will include measures to keep hydrants accessible during the winter,
- fire communication and noticing,

An active and on-going plan will include evacuation planning, ingress-egress routes and all related elements of fire awareness. This plan should be implemented in conjunction with an Emergency Action Plan and a Landscape and Foliage Program to monitor and access the risk to life and property by under managed natural growth and ground cover.

This plan will be reviewed and updated every 3 years by the MMHSA.



Received 1-28-2019 as an email 4:31 PM

Jerry,

Based on the information that you have provided me I have estimated that the minimum fire flow would be:

Residential Townhouses 3601 sq feet and greater with automatic sprinklers = 1 hour flow duration and 1000 Gallons Per Minute. This is considering a Type V wood-frame construction.

The larger RV storage appears to be a Type IIIA ordinary construction – 20,000 sq ft = 2000 x 0.25 (Sprinklers) = 500. (Cannot reduce less than 1000 GPM per IFC). The fire flow would be 1000 GPM for 2 hour flow duration.

1000 GPM flow rate for 2 hours or 120,000 total water needed for fire suppression.

In reference to your hydrant questions, IFC 507.5.1 allows maximum spacing of 600 feet for the hydrants, since the buildings will be sprinkled. The RV storage building should have a hydrant within 600 feet of it.

Thanks,



Patrick Nicholson

Fire Marshal

Kittitas County  
411 N Ruby ST, Suite 2  
Ellensburg WA 98926

(509) 899-3554 (Cell)

(509)962-7000 (Office)

[pat.nicholson@co.kittitas.wa.us](mailto:pat.nicholson@co.kittitas.wa.us)

KITTITAS COUNTY WATER DISTRICT NO. 3

RESOLUTION NO.

A RESOLUTION adopting a special connection charge for parcels located within Sec. 1, T20N., R13E., W.M., Kittitas Co., WA, an amending, in part, Resolution No. 030796-2, subject to certain conditions.

WHEREAS, by Resolution No. 030796-2, the Board of Commissioners of the District adopted a general facility connection charge in accordance with RCW 57.08.005(10) in the amount of \$2,260 per residence or residential equivalent;

WHEREAS, the Easton Ridge Land Company ("Developer") is in the process of developing almost all of Section 1, Township 20 North, Range 13 East, W.M., of Kittitas County, Washington (the "Easton Ridge Property") into residential lots and has expended substantial sums to transfer a Northern Pacific Railroad Water Right to the District, to change points of withdrawal of two other District water rights and to change the area of use of all District water rights to include the Easton Ridge Property; and the Developer has also expended substantial sums to update the District's water system comprehensive plan for which the District was required to do regardless of whether the Easton Ridge Property was developed;

WHEREAS, in the course of developing the first forty lots of the Easton Ridge Property, the District will require the Developer to install a 100,000 gallon water reservoir within such property at the same elevation as the District's existing reservoir on Cabin Creek Road and install an eight inch water main connecting the Easton Ridge Property to an existing District water main on Cross Country Drive; and, upon commencement of the second division of the Easton Ridge Property (beginning with the forty-first lot), the District will require the Developer to install a water main loop from the new reservoir to an existing District water main on Sparks Road near the Southwest corner of the Easton Ridge Property;

WHEREAS, portions of the foregoing work will benefit the entire District and have been determined by the Board of Commissioners to constitute general facilities of the District; and the cost of such work has been identified by the Developer as

\$43,000 for the cost of the water right changes and water system comprehensive plan, and the cost of the tank as \$63,000; and the Board of Commissioners has determined that the Developer is entitled to fully recover the costs incurred in preparing and obtaining approval of the aforementioned water right changes and water system comprehensive plan update and one-half of the costs of the water reservoir;

WHEREAS, the District and the Developer have negotiated an understanding whereby, instead of entering into an agreement which would allow the Developer to be reimbursed for an appropriate share of the costs of general facilities from connection charges received by the District, the District would adopt a special connection charge for lots within the Easton Ridge Property that would take into account the Developer's contributions to the District's general facilities; and such understanding is set forth in a letter dated January 27, 2004, from Allen Lang of Eastside Consultants, Inc. to Jonson & Jonson, P.S., the District's legal counsel. Now, therefore,

BE IT RESOLVED that, based on the foregoing recitals, the Board of Commissioners hereby finds and determines that the sum of \$1,760.00 is a fair and equitable general facilities connection charge for the first 150 residences to be built in the Easton Ridge Development, and does hereby adopt a special connection charge of \$1,760.00 per single family residence or equivalent applicable to the first 150 residences or residential equivalents constructed within the Easton Ridge Property; and thereafter the District's regular connection charge shall apply, provided, however, such reduced connection charge shall be conditioned upon Developer's completion, in a good and workman like manner and in accordance with District standards, of the reservoir and water line facilities described in the above recitals and the conveyance of those facilities along with a warranty deed for the reservoir site and easements for the water lines to District at no charge; and

BE IT RESOLVED FURTHER that, District Resolution No. 030796-2 shall remain in full force and effect except for the first 150 residences or residential equivalents built within the Easton Ridge Property; and

BE IT RESOLVED FURTHER that, in the event the Board of Commissioners further amends or supercedes Resolution No. 030796-2 by increasing or decreasing the District's general facility connection charges, then the general facility connection charge payable by the first 150 residences or residential equivalents constructed in the Easton Ridge Property shall be \$500.00 less than the regular amount; and

BE IT RESOLVED FURTHER that the District hereby incorporates into its costs basis for general facilities the amount of \$43,000 for the cost of the aforementioned water rights changes and the 2004 water system comprehensive plan amendment and \$31,950 for one-half of the cost of the water reservoir to be constructed by the Developer on the Easton Ridge Property; and

BE IT RESOLVED FURTHER, that the President of the District is hereby authorized and directed to negotiate and execute an agreement with Developer on behalf of the District setting forth the above terms and conditions.

PASSED BY THE BOARD OF COMMISSIONERS OF KITTITAS COUNTY WATER DISTRICT NO. 3, at Easton, Washington, at its regular meeting held 3-09, 2004.

  
\_\_\_\_\_  
President and Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

ATTEST:  
  
\_\_\_\_\_  
Secretary and Commissioner

**Boundary Review Board of Kittitas County**

411 North Ruby Street, Suite 2, Ellensburg, WA 98926 · Phone (509) 962-7506 · Fax (509) 962-7682

**MEMO**


**TO:** FIRE MARSHAL  
CODE ENFORCEMENT  
ASSESSOR'S OFFICE  
BOARD OF COUNTY COMMISSIONERS  
COMMUNITY DEVELOPMENT SERVICES  
ELECTIONS – AUDITOR'S OFFICE  
ENVIRONMENTAL HEALTH  
GIS  
FIRE DISTRICT #3  
PUBLIC WORKS DEPARTMENT  
SHERIFF'S OFFICE  
PROSECUTOR'S OFFICE  
TREASURER  
NOXIOUS WEED  
SOLID WASTE  
KITTCOM  
KITITAS COUNTY WATER DISTRICT #3

**FROM:** Lindsay Watkins, Chief Clerk

**DATE:** March 19, 2008

**RE:** Section 1 and a portion of Section 12 Annexation

Attached is a final ordinance from Water District #3, Washington annexing certain real properties commonly known as the Section 1 and a portion of Section 12 Annexation. Please find the legal description and map included with the ordinance. This annexation has been filed with the Kittitas County Auditor's Office File # 200803110036.

TREASURER'S USE ONLY	RECORDER'S USE ONLY
	<p>03/11/2008 03:29:34 PM 200803110036</p> <p>\$45.00 Resolution ENCOMPASS Page 1 of 6</p> <p>Kittitas County Auditor</p> 

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Kittitas County

**AUDITORS NOTE** Portions of this document poor quality for imaging

### Kittitas County Auditor/Recorder's Indexing Form

*Please Print Or Type All Information*

A. Document Titles (or transactions contained therein):

1. Resolution 07-10-07-09  
 2. \_\_\_\_\_

B. Grantor (last name, first name, middle initial):

1. Kittitas County WATER DISTRICT #3  
 2. \_\_\_\_\_  
 Additional grantors on page \_\_\_ of document.

C. Grantee (last name, first name, middle initial):

1. PUBLIC  
 2. \_\_\_\_\_  
 Additional grantees on page \_\_\_ of document.

D. Legal description (lot, block, plat or section, township, range):

\_\_\_\_\_  
 Additional legal description on page \_\_\_ of document.


E. Assessor's property tax parcel/account number(s):

\_\_\_\_\_

F. Reference numbers of documents assigned or released:

ANNEXATION  
 Additional references on page \_\_\_ of document.

*The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.*

Portions of this document ARE NOT ORIGINALS  
 3/11/08 



# Boundary Review Board of Kittitas County

411 North Ruby Street, Suite 2, Ellensburg, WA 98926 - Phone (509) 962-7506 - Fax (509) 962-7682

## Certification of Expiration of 45-Day Period

I hereby certify that more than 45 days have elapsed since the following described Notice of Intention was filed with the Washington State Boundary Review Board for Kittitas County and that at no time during said period was a Request for Review filed with the Board. The proposed action is hereby approved as provided in RCW 36.93.100.

FILE NUMBER: BRB 07-08 Section 1 and a portion of Section 12 Annexation

INITIATOR: Kittitas County Water District #3

ACTION SOUGHT: Annexation

DATE FILED: October 18, 2007

45-DAY PERIOD ENDS: December 3, 2007

LEGAL DESCRIPTION: The following described lands situated in Kittitas County, State of Washington described as real property into the Kittitas County Water District #3:

(See attached description)

TIME LIMIT: The action proposed in the Notice of Intention must be officially consummated on or before December 3, 2010 or the approval, as defined in this document, shall be null and void.

DATED: 1/17/08

  
 Frederic L. Glover, Chair

ATTEST:

  
 Trudie Pettit, Chief Clerk



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Resolution ENCOMPASS  
Kittitas County Auditor

200803110036  
Page 3 of 5



**KITTITAS COUNTY WATER DISTRICT NO. 3  
RESOLUTION NO.**

07-10-07-09

A RESOLUTION approving annexation of area of land contiguous with the District boundaries, being a portion of Sections 1 and 12, Township 20N, Range 13E W.M., Kittitas County, Washington.

**WHEREAS** the Board of Commissioners heretofore adopted Resolution No 06-12-07-12 entertaining a petition for annexation of an area of land contiguous to the District, being a portion of Sections 1 and 12, Township 20N, Range 13E, W.M., and fixed the time and the place for hearing thereon; and notice of the adoption of said resolution and of said time and place of hearing was duly and regularly published and posted in the manner provided by law; and said hearing was duly called and regularly held on July 10, 2007, at 8:30 o'clock a.m., at the Easton School, Easton, Kittitas County Washington; and all interested parties having had an opportunity to be heard, and no one did appear; and

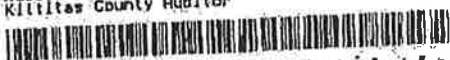
**WHEREAS** pursuant to the State Environmental Policy Act (SEPA) an environmental checklist and proposed determination of environmental non-significance (DNS) were prepared and circulated to affected agencies, tribes and other parties and notice of the proposed DNS was published as required by law; and comments regarding the proposed annexation and DNS consisting of a letter to the Board of Commissioners dated July 9, 2007 from Attorney Jon H. F. Ufkes were reviewed; and

**WHEREAS** the Board of Commissioners concur that the DNS is appropriate for this annexation because the development of the proposed annexation area is subject to separate proceedings under SEPA and the SEPA analysis for this annexation is only intended

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200803110036  
Page 4 of 6

346.80  
Resolution ENCOMPASS  
Kittitas County Auditor



to evaluate the impacts of the District's annexation; and the area is within the District's retail water service area and under RCW 43.20.260, the District is already obligated to serve the area and the annexation will not impact the District's obligation or authority to extend water mains and appurtenances to the annexation area; and annexation of the area will entitle the residents to vote for District commissioners and run for office; and based on the foregoing, the Commissioners concur that the DNS is appropriate under the circumstances; and

**WHEREAS** it appears to the Board of Commissioners that the land area proposed to be annexed is contiguous to the boundaries of the District and is located within Kittitas County, Washington, and that the annexation will be conducive to the public health, welfare and convenience, and will be of special benefit to the land included within the boundaries of such area proposed to be annexed, and it is in the best interest of the District that such annexation be approved. Now, therefore,

**BE IT RESOLVED** by the Board of Commissioners that the foregoing recitals are hereby adopted as findings of the Board and that the annexation of all of the land described within the area proposed to be annexed, to wit, the following described lands are hereby approved subject to such other approvals as may be required by RCW Ch. 57.24 and Ch. 36.93:

Lots 1, 2, 3, 4, 5, and 6 of that certain survey recorded May 20, 2003, in Book 28 of Surveys, Page 246 under Auditor's File No. 200305200040, records of Kittitas County, State of Washington; being a portion of Section 1, Township 20 North, Range 13 East, W.M., Kittitas County, State of Washington; and

Lots 7, 8, 9, 10, and 11 of that certain survey recorded April 5, 2006, in Book 32 of Surveys, Page 125, under Auditor's File No. 200604050035, records of Kittitas County, State of Washington; being a portion of Sections 1 and 12, Township 20 North, Range 13 East, W.M., Kittitas County, State of Washington.

**PASSED BY THE BOARD OF COMMISSIONERS OF KITTITAS COUNTY  
WATER DISTRICT NO. 3 OF KITTITAS COUNTY WASHINGTON,** at its regular meeting held July 10, 2007.  
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*Charles White*  
Chairman and Commissioner

*Connie McKee*  
Commissioner

*Gerry Hill*  
Commissioner

**ATTEST:**

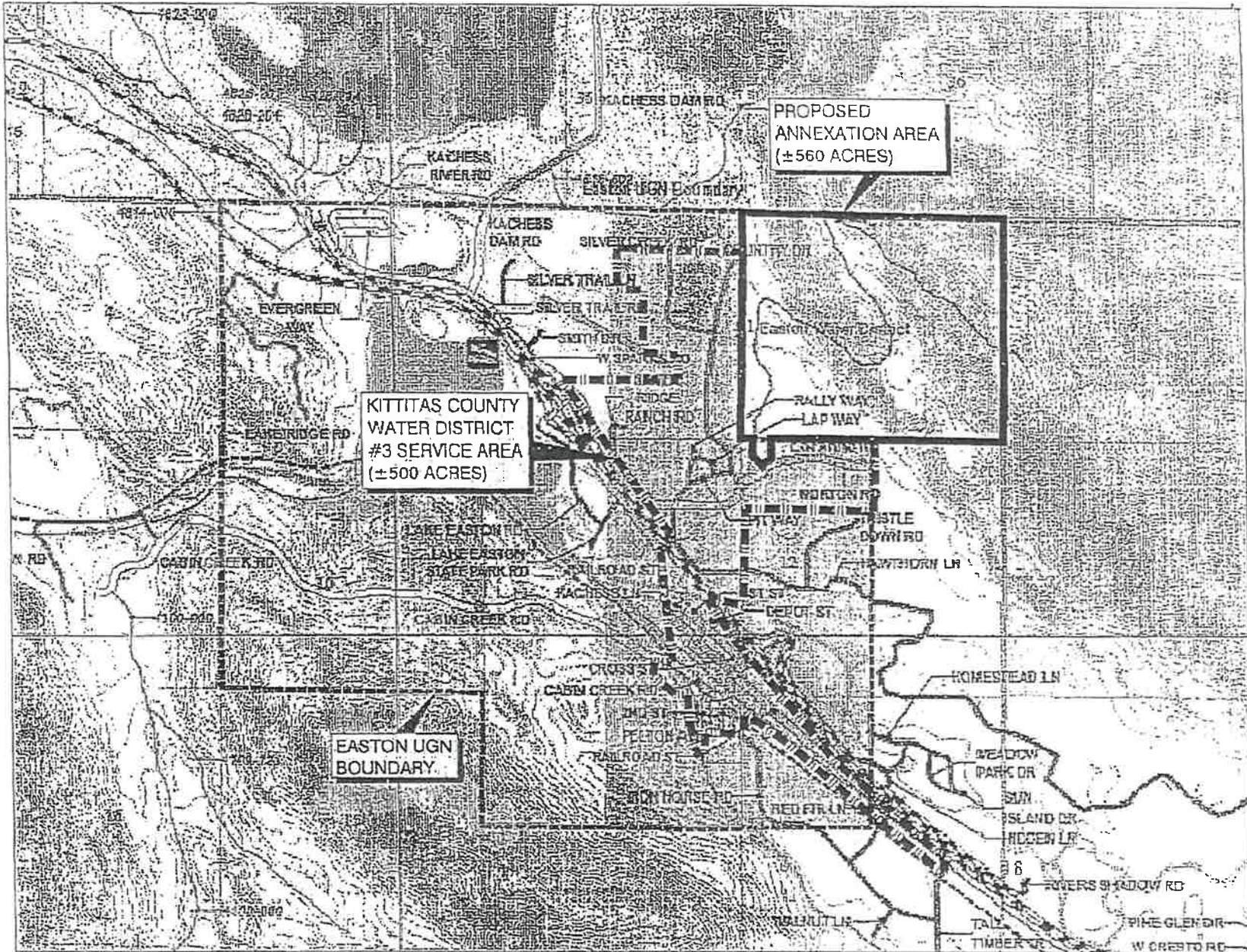
*Casson Clark*  
Secretary / Commissioner

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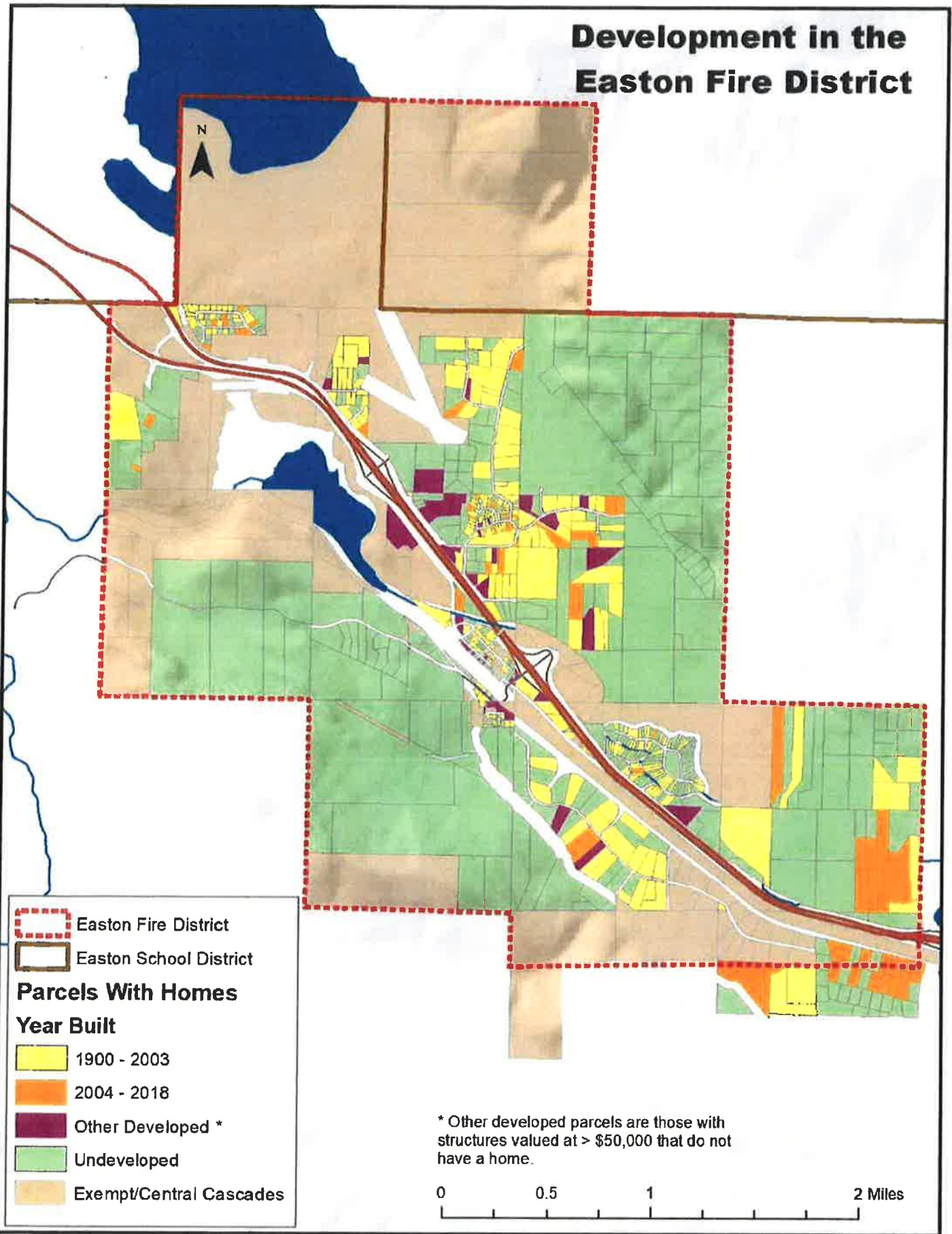








# Development in the Easton Fire District



\* Other developed parcels are those with structures valued at > \$50,000 that do not have a home.

0 0.5 1 2 Miles



## RCW 82.02.100

### Impact fees—Exception, mitigation fees paid under chapter 43.21C RCW.

(1) A person required to pay a fee pursuant to RCW 43.21C.060 for system improvements shall not be required to pay an impact fee under RCW 82.02.050 through 82.02.090 for those same system improvements.

(2) A person installing a residential fire sprinkler system in a single-family home shall not be required to pay the fire operations portion of the impact fee. The exempted fire operations impact fee shall not include the proportionate share related to the delivery of emergency medical services.

[ 2011 c 331 § 3; 1992 c 219 § 2.]

#### NOTES:

**Intent—2011 c 331:** "The legislature recognizes that fire sprinkler systems in private residences may prevent catastrophic losses of life and property, but that financial, technical, and other issues often discourage property owners from installing these protective systems.

It is the intent of the legislature to eradicate barriers that prevent the voluntary installation of sprinkler systems in private residences by promoting education regarding the effectiveness of residential fire sprinklers, and by providing financial and regulatory incentives to homeowners, builders, and water purveyors for voluntarily installing the systems. It is the further intent of the legislature to fully preserve the rulings of *Fisk v. City of Kirkland*, 164 Wn.2d 891 (2008), *Stiefel v. City of Kent*, 132 Wn. App.523 (2006), and similar cases." [ 2011 c 331 § 1.]

EASTON FIRE DIST.  
RACHEL CUELSON FC  
509-656-0121

EXHIBIT C  
EASTON SCHOOL DISTRICT MITIGATION

Ordinance 18-006 applicable conditions:

Condition #1

1) The applicant shall enter into a development agreement with Kittitas County to provide a proportionate share of mitigation for impacts to Easton School District and Kittitas County Fire District #3 as follows:

- 1.1 Easton School District: Mitigation shall be provided for the impacts to school facilities and transportation based on a total of 53 new students. (Determined using 79% (89 units rather than 113 units) of Alternatives 3D and 5, Tenure Scenario 1, page 3-135 of the FEIS.)

Condition 30.3 Schools

The FEIS examines impacts to the Easton School District. Impacts of the current proposal are most similar to those identified in Alternatives 3D and 5. The FEIS suggests project contribution to increased District costs. Such contributions can be made a condition of a Development Agreement. The applicant shall contact Easton School District and develop mitigation measures. Mitigation measures shall be included in the development agreement.

*Mitigation for the foregoing shall be met by a mitigation fee payment of \$500 per unit for a total of 89 units. This fee shall be paid at building permit issuance.*



Johns Monroe  
Mitsunaga Koloušková

Robert D. Johns (Retired)

Michael P. Monroe

Darrell S. Mitsunaga

Duana T. Koloušková

Vicki E. Orrico

Dean Williams

Lindsey Ozbolt, Planning Official  
Community Development Services  
Kittitas County  
411 N. Ruby Street, Suite 2  
Ellensburg, WA 98926

October 30, 2019

Re: Project File No. DV-19-00001, Marian Meadows

Dear Ms. Ozbolt:

On behalf of Easton Ridge Land Company (ERLC), Martens Enterprises, LLC and the Marian Meadows development proposal, we provide the following written comments on the above referenced Application and the proposed mitigation for impacts to the Easton School District (the "District"). As you are aware, ERLC has volunteered to pay mitigation for impacts to the District in the amount of \$500 per household for the Marion Meadows residential development. To the best of our information, this is the first time a project developer in Kittitas County has volunteered to pay mitigation, of any amount, to the District for residential housing units and the first time the District has ever asked for such mitigation from any new residential development.

The District has responded that it believes this mitigation is insufficient, but has not provided any concrete information on which it relies. ERLC has three concerns with the District's response. First, the District's argument that the number of students from Marian Meadows would abolish the District's small school funding status is misleading, if not entirely incorrect. Second, the District has historically never required mitigation from new developments. Thus, the District's own choices have led to this supposedly dire situation, not Marian Meadows. Third, in light of the above, equating any loss in public funding to the proportional impacts of the Marian Meadows development would, not only be wrong, but also unlawful under chapter 43.21C RCW, the State Environmental Policy Act ("SEPA") and chapter 82.02 RCW, the State impact fee and voluntary mitigation statute.

#### **Easton School District's Funding**

The District relies heavily on its status as a Small School District, as defined in state law, and the expectation that the students added by Marian Meadows will be greater than reports conclude, creating a tipping point for the District's facilities. Whether this latter point holds any truth to it is essential to the District's argument. As demonstrated below, the District already lacks small district status for much of its program. There is also a significant difference between even the highest estimates and the actual number of students Marian Meadows would have to contribute to deprive the District of its small district status for the

remaining grades. The truth is that Marian Meadows presents no threat to the District's small district status under its worst fears.

### General District Funding

Small school district funding is a status divided into two categories, K-8 and "high school" or grades 9-12. In recent years, the District has not received small district funding for K-8, due entirely to growth in the District from other developments. Even when the District did receive K-8 small district funding, it was not a significant sum above what they now receive. Most of the funding the District receives based on small district status comes from the fact that it has a small high school.

Based on our research, the District missed the small school money opportunity for fiscal year (FY) 17-18 for grades K-8. The nearest threshold is  $25 < K-8 \leq 100$ . The District's K-8 total in FY 17-18 was 82.01, **however**, the K-8 small school funding is divided into two separate calculations, based on K-6 and 7-8 enrollment totals. To qualify, the Enroll K-6 Total must be  $\leq 60$ , OR the Enroll 7-8 Total must be  $\leq 20$ , or no additional funds will be provided.

To demonstrate how close the District was, their Enroll K-6 Total was 60.15, or 0.15 above the threshold. Their Enroll 7-8 Total was 21.86, or 1.86 above the threshold. Easton has not qualified for small district K-8 funding since FY 15-16.

Last year, the District was at 24.79 FTE (full-time equivalent) grade 9-12 students. The formula for determining whether a district meets small district status for 9-12 is this:

If:  $[\text{Enroll 9-12 Total}] > 0$  AND  $\leq 300$  AND  $([\text{Enroll 9-12 Total}] - [\text{Enroll 9-12 CTE exp}] - [\text{Enroll 9-12 CTE Prep}] - [\text{Enroll Skills 9-12}]) > 0$  Then, If:  $[\text{Enroll 9-12 Total}] \leq 60$  Then:  $9 - ((\text{Enroll 9-12 Total}) * [\text{Pupil 9-12 CIS}])$  Else:  $\{9 + (((\text{Enroll 9-12 Total}) - 60) / 43.5 * 0.8732)\} - ((\text{Enroll 9-12 Total}) * [\text{Pupil 9-12 CIS}])$  Else: 0.

It is not a model of clarity. If one takes the time to decipher this formula, there appears to be some credence to the District's claim—the more students it has, the less funding it will receive under this formula. About 40% of the District's funding in FY 17-18 can be attributed to its small district status.

The District can maintain its small high school (9-12) status as long as its 9-12 numbers remain below 300, about 275 more students than it currently enrolls there. It is significantly more beneficial to stay below 60; however, and being slightly above 60 is also a great place to be.

Marian Meadows would have to add at least 40 students to the District's 9-12 program alone before its small district funding saw significant changes. For a very rough calculation, with +20 FTE grade 9-12 students, the District would receive about \$70k less or ~2% less than what it receives now. NOTE, this number **does not** account for the **additional general funding** the district will receive for the additional students.

Given the determination that Marian Meadows would add 53 students in total, the District's claims that small district funding is in jeopardy are overstated. The District's 2018-19 enrollment is 112 students according to their Washington State Report Card. That

enrollment number includes just 32 grade 9-12 students. Grade 9 is the District's largest, with 14 students.

### **Trends in District Enrollment and Future Projections**

The numbers above paint a striking picture of the District's enrollment relative to its small district status, and show the District's enrollment is shrinking as a whole. In the last five school years, beginning in 2014-15, the District's enrollment has been 114, 119, 119, 110, and now 112, respectively. While only minimal, the fact that the District's enrollment has shrunk at all in spite of the volume of new homes being built supports ERLC's conclusion that the District's funding is not in jeopardy.

Given the apparent trend towards less enrollment, years after the FEIS was finalized, it is fair to assume that the Marian Meadows project will actually add fewer than the 53 students assumed by Ordinance 2018-006. Some alternatives in the FEIS estimate that Marian Meadows will add less than 40 students. As a result, mitigation on a per household basis (i.e. mitigation paid for many units in Marion Meadows that will never generate a single student at the District) will provide an even greater windfall to the District even beyond the novelty of mitigation moneys to the District that this project is subject to.

The enrollment projections from Washington's Office of the Superintendent of Public Instruction (OPSI) confirm that enrollment in the Easton School District is expected to stay the same **or decrease** through 2024. The District's own projections differ drastically from this, indicating +48 to +83 students, but the last five years have demonstrated that OPSI, not the District's independent consultant, is correct, even with the additional residential development built in the past years.

### **Conclusion**

The District would need roughly 30 additional 9-12 students alone before the +/- 60 student tipping point discussed above is met. The District's own 2018 Capital Facilities Plan indicates that the high school has a capacity of 99, fully three times more than its current 9-12 enrollment. While the District is planning for a new elementary school, the numbers do not support charging ERLC for this under the guise of its proportional impacts. Marian Meadows will not significantly, or even minimally, affect the District's ability to fund its classrooms.

### **Easton School District's History of Inaction**

The District has never before asked a development to pay for the proportionate impact of the students it may add to the District's enrollment total. To the extent that the District is concerned its capital facilities are at a tipping point, this is an existing situation and not attributable to Marian Meadows alone. If the District had participated in review of the below development proposals—if the District had accepted \$500 per household from the below developments—there would significant funding available to address the District's concerns.

2007 – Snocadia Development, 230 lots (later cancelled, without input from District)

2008 – Quaking Aspen Development, 8 lots

2008 – Cabin Mtn Tracts, 15 lots

2008 – Monahan Mtn Tree Farm and Forest Tracts, 16 lots

2011 – Big Creek Development, 58 lots

2011 – Easton Ranchettes, 54 lots

These 151 lots (excluding Snocadia) were not required to pay their fair share of impacts to the Easton School District, or any other. The result of this is, as the District puts it, an inability to pay for additional capital facilities, busing, and/or land for development. The appropriate way to make up for this shortfall, since mitigation payments were not required when the developments were created, is through school levies and property taxes. A prime example is the annual levy of \$340,000 approved for submittal to voters by the School Board's Directors this year.

#### **Appropriate Mitigation in Jurisdictions That Plan for Growth**

A similarly sized development in the Cle Elum School District, Cle Elum Pines, added 153 equivalent residential units (ERUs) to that district. The Cle Elum School District agreed to \$500 per ERU, for a total of \$76,500. This is a significant sum for such a development, in addition to the police, fire, traffic, and other mitigation.

Had Easton School District asked for \$500 per ERU for the last fifteen years, there would be \$75,500 in the bank for new capital facilities. This is precisely why a single project should not be held hostage for mitigation that is based on preexisting conditions.

#### **Requiring Marian Meadows to Pay for Easton School District's Loss of Small District Status Would Be Unlawful**

A funding need, however sympathetic in nature, cannot be assigned or passed down to a single developer or development project, but must be paid for by sharing the costs fairly across the jurisdiction. Easton School District has historically made the decision not to ask for mitigation for any proposal.

The District claims "the Developer's proposed mitigation would compromise the District's ability to educate the students of Easton." This claim is dispelled above. Regardless, if the District continues to advance the theory that Marian Meadows will overpopulate their facilities, then the District cannot remedy the unavoidable consequences of its inaction over the past decades by requiring one developer to cover those lost mitigation opportunities.

The District's argument is akin to the way cities establish a project's transportation impacts and impose fees to alleviate the project's impacts on the roadway system. The development might be required pay its fair share of the improvements to an intersection or roadway segment to bring it up to standards, or build those improvements as part of the project. However, the development cannot be required to build a new intersection because that is a 'good idea' for anticipated future needs or to get the intersection up to a current standard.



*UDC v. Mill Creek*, 106 Wn. App. 681 (2001). Nor can the development be required to fix existing conditions or deficiencies in the system. *Benchmark Land Co. v. City of Battle Ground*, 146 Wash.2d 685 (2002). Yet, this is essentially what the District is asking Marian Meadows to do.

The District's Capital Facilities Plan calculates that, under one scenario, roughly 333 new single-family homes should be required to pay \$12,060.00 each to build a new \$4 million elementary school for 77 new students. If the District had begun participating in the public process a decade ago, this would have been spread out over a much larger group. This also ignores the reality that the district is apparently shrinking in enrollment, and is expected to continue to do so by OPSI.

### **Prior Attempts at Resolution**

It would be inaccurate to represent Easton Ridge Land Company and/or its agents as not engaging in discussions with the School District. The District has been on notice since 2003 of development actions by ERLC. As Easton is a small community, very little transpires that does not become a community headline.

Over the past 16 years, there has been ample opportunity, and in fact discussions, with the Community of Easton on all aspects of the Marian Meadows proposal. The efforts of Kittitas County's Community Development Services toward the publishing of an EIS for the project supports this position.

As for discussion directly with the School Board, requests have been unanswered or verbally provided indicating that they were not prepared to talk with the Marion Meadows development team. As ERLC prepared the documentation, which would become Ordinance 2018-006, contact was made with Superintendent DeHuff requesting a meeting. ERLC's agent met with Supr. DeHuff and was told the Board was reviewing the development and not prepared to discuss the project at that time.

With the BOCC passing Ordinance 2018-006, ERLC had direction about development parameters, density and conditions; addressing School District impacts was one of these.

In May of 2018, a request to meet with the Easton School board was made. *See attached*. The agent for ERLC subsequently received a call from Superintendent DeHuff that a meeting at that time would need to be delayed until the District Board had a chance to review and react. The next communication was the District's filing of its Land Use Petition, contesting the BOCC preliminary plat and PUD approval. All further contact was then processed through legal channels complying with direction from the Easton School District #28.

On July 18, 2018, ERLC representatives and the County's prosecuting attorney met with the legal representatives from the District, including with John Jensen and one other Board member. At this time, ERLC was presented with a 'Draft' of the Capital Facilities Plan for the District. That meeting lasted several hours and included opportunities for break out conversations during a tour of the District's facilities. However, the positions of

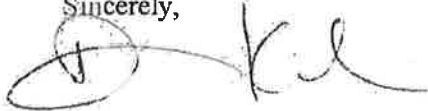
Lindsay Ozbolt  
October 30, 2019  
Page 6

the District, the County and ERLC were so far apart that no consensus was reached. It was ultimately agreed that the best approach was to proceed toward the Development Agreement with an opportunity for all parties to provide documentation to the BOCC. The lawsuit was dismissed early in December 2018.

Unfortunately, there is no reason to believe that ERLC and the District are any closer to meeting minds now than when the lawsuit began. The District's July 22, 2019 comments to Community Development Services "protests" the \$500 mitigation fee in the Application, but the District does not offer another mitigation, let alone legal rationale or analysis in support. The District does not explain why their "calculations" differ so much from the enrollment projections of OPSI. The District does not explain why this developer should pay for the District's choice to not seek mitigation from prior developments. The District does not explain why, with a current enrollment of 112 and a projected addition of 53 students from Marian Meadows, that ERLC should pay the cost of constructing a new elementary school when their current facility is fit for 225 students.

Finally, the District provides no support for its claim that the imposition of a \$500 mitigation fee without the District's input would somehow violate the Ordinance and the Settlement Agreement. The District simply again objects **without providing any substantive input**. There is simply no evidence to support any concern that Marian Meadows would compromise the District's ability to provide for its students. To the contrary, ERLC's offer of mitigation is entirely reasonable, consistent with mitigation reached by the immediately adjacent school district for residential development, and within the bounds of the law.

Sincerely,



Duana T. Koloušková

*Direct Tel: (425) 467-9966*  
*Email: [kolouskova@jmmlaw.com](mailto:kolouskova@jmmlaw.com)*

*531-001 Response to District Comment 10-15-19.docx*

Exempt or Central Cascades	520
Condo	143
Private Undeveloped *	1254
Private With Home	1028
Private Other Developed *	164
Total Parcels	3109

Private undeveloped defined as non-Exempt parcels that are not owned by Central Cascades Land Company, are not condos, are not assessed as having a home, and have a market value of buildings at <= 50,000

Private with home	
Built before 2004	729
Built 2004-2019	299

1028

CONST. 2003 - 2018 - 299 UNITS

EASTON School District 3109 Total Parcels  
Condo - 143  
SFR - 1028  
Other Uses - 164  
Parcels Subj to SFR - 1254<sup>CO</sup>

**From:** [Michelle Kuss-Cybula](#)  
**To:** [Jerry Martens](#)  
**Subject:** Re: School growth  
**Date:** Tuesday, August 20, 2019 12:30:15 PM

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Hello Jerry,

Thank you for reaching out.

You can access our enrollment numbers on the OSPI web site: <https://washingtonstatereportcard.ospi.k12.wa.us/ReportCard/ViewSchoolOrDistrict/100046>. However, here is what I have found:

2016-17	831
2017-18	899
2018-19	859

Based on our four year projections and housing, we predict an slight increase in our younger families to this area, which will grow our numbers at the elementary levels. We look at housing, employment, and cohort trend data to predict enrollment. There is also a great amount of talk about a recession, which will drive housing down (hopefully) to allow more *affordable options* for our families, hopefully drawing in more families to this area as a permanent residence and not as vacation homes.

The rental market is highly competitive and out price middle income families and definitely lower income families. It's a tough market to enter if you are not self-employed, or have a nest egg.

Hope this helps.

Michelle Kuss-Cybula  
Superintendent  
Cle Elum-Roslyn School District  
(509) 649-4850

On Wed, Aug 14, 2019 at 3:49 PM Jerry Martens <[jtm.rustik@gmail.com](mailto:jtm.rustik@gmail.com)> wrote:

Ms. Kuss-Cybula, Laura Vaughn provide me with your contact information. I am a land use consultant in the upper county working with a number of clients with land. Most of the information and background available to share with clients is historical based which does little in providing information about our future.

As we look to the future, we need to guess as to what will be needed in the way of services and housing. I have heard that enrollment within upper County schools has been declining or hold a very flat line. Can you provide input? What is the 2019-20 enrollment looking like as compared to the past 10 years. Any insight into the next 5 years?

This information would be very valuable to my clients as well as the development industry. Any help you can provide would be appreciated.

Jerry Martens

Easton School District #8  
Enrollment background

Year	OSPI-Oct 1st	OSPI-May	FEIS
1999-2000	125	125	116
2000-2001	126	128	120
2001-2002	128	126	120
2002-2003	137	127	121
2003-2004	120	120	123
2004-2005	137	137	118
2005-2006	115	115	110
2006-2007	103	103	102
2007-2008	112	112	105
2008-2009	89	88	
2009-2010	98	98	
2010-2011	66	70	
2011-2012	88	84	
2012-2013	94	89	
2013-2014	103	107	
2014-2015	109	109	
2015-2016	112	108	
2016-2017	113	120	
2017-2018	110		
2018-2019	112		
2019	104		



# Development in the Easton School District



 Easton School District

 Other Developed \*

 Condos

 Undeveloped

 Exempt/Central Cascades

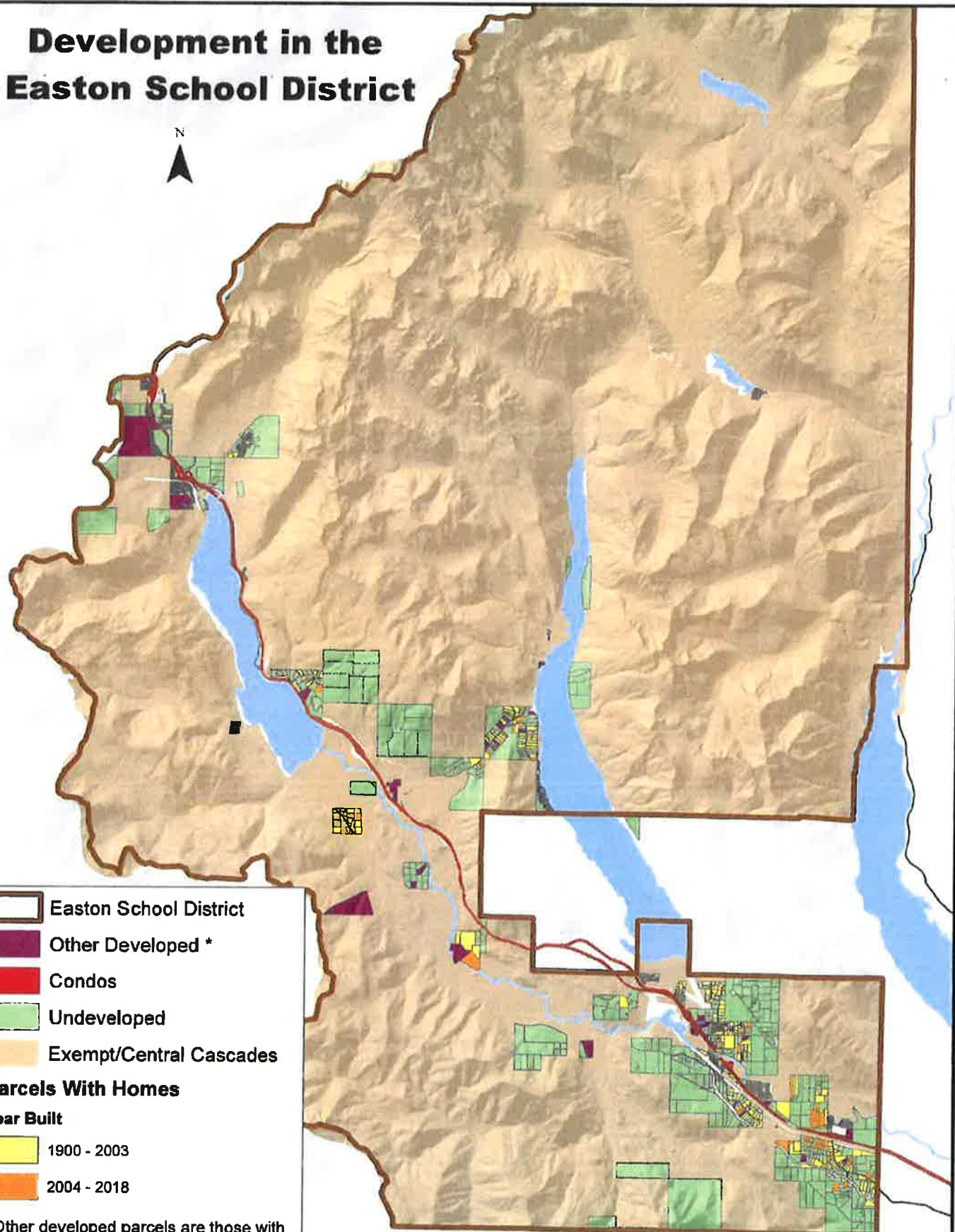
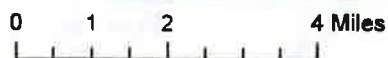
**Parcels With Homes**

**Year Built**

 1900 - 2003

 2004 - 2018

\* Other developed parcels are those with structures valued at > \$50,000 that do not have a home.





Dan Valoff

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From: MarianDEIS email for public comments [MarianDEIS@co.kittitas.wa.us]  
Sent: Thursday, April 01, 2010 10:09 PM  
To: Jeff Watson; Jan Ollivier; Dan Valoff  
Subject: FW: EIS

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From: Tom Campbell [SMTP:TOMCAT1827@GMAIL.COM]

Sent: Thursday, April 01, 2010 10:08:56 PM

To: MarianDEIS email for public comments

Subject: EIS

Auto forwarded by a Rule

As one of the original 17 members of the Easton action group, I was involved working on the zoning and public hearings for this area. R-3 zoning was approved for this area of concern. At that time R-3 allowed 3 acres or 1/2 acre lots with a sewer system. We all knew this. When the county came up with cluster housing there was an improvement over 1/2 acre lots because of the open space required. I think the R-3 zone referred through out the EIS should be more clear.

The Easton airport is closed with very set dates for about 6 months every year by the government the last I knew. Living here, I feel your use figures are way off. I would be very surprised if there are 10 landings a month leaving a total of about 60 max for the year. C

I feel that the school section needs to be reviewed and changed. The student count at election time this year reported to the state was 97 total. Cle Elum reported to me that there were 15 of their students having legal transfers to Easton leaving 82 total for the school. At the time the new school was designed I was on the school board and the building was built to house 225 students. C

The access needs to be looked at closer and the Easton Ridge road added as an option. An expansion of this road out of Suncadia has been on the books for several years. Also there are other ways to access this area with work. 3.2. k

The section on the hill side needs to be reviewed as there is a large very buildable section which can not be seen from the bottom in the flats. A

There are many cities in the US and Canada which have deer and elk around homes year round including areas within this county. This section needs review. A

This is a very good draft but needs a few changes. As I am one of the many people who wants this cluster development, I urge you to only make changes that are suggested within the Easton area and not someone that does not live here.

Tom Campbell  
P O Box 456



September 9, 2019

Jerry Martens  
Agent for Easton Ridge Company  
P.O. Box 458  
Cle Elum, WA 98922

**RE: Easton Water District  
Water Service to the Plat of Marian Meadows**

Dear Mr. Martens,

This letter is being written in response to your letter to Easton Water District dated August 19, 2019. The following is the District's response to the list of items requested within the letter to the District:

1. Acknowledgment that the District is finalizing an agreement (DEA) for use (we have received the standard form draft but the has yet to be edited to address the Marion Meadows Project)

*The District is currently working with their attorney (Richard Jonson) and District Engineer (Chad Allen) in preparing the Developer Extension Agreement. Prior to finalizing the Developer Extension Agreement, a meeting will be necessary with the Easton Ridge Company and the District to discuss the required improvements to the water system and associated costs.*

2. Within the DEA or attached as an addendum a scope of needed District Improvements for the District to provide water service.

*The District is currently modeling the water system based on the current site plan for the Plat of Marian Meadows to confirm pipe size(s), reservoir elevation, etc. Based on the District's approved Comprehensive Water Plan and previous models, it is anticipated the following improvements will be required:*

- *A 30' diameter by 25' tall reservoir (132,100 gallons) will be required to be constructed with an overflow elevation at 2,345.00. The reservoir shall be a concrete Mt Baker Silo tank or approved equal. In addition, provisions will be required to ensure the new reservoir and existing reservoirs fill equally. This may require an altitude valve(s) and/or other device.*
- *The internal water system within the Marion Meadows Plat will be required to be an 8-inch diameter looped piping system per District Standards with intertie connections to the existing water mains located at Country Drive Road and E Sparks Way. In addition, an 8-inch stub will be required near the east side of the Marion Meadows Plat for future connection.*
- *The District's telemetry system will be required to be updated or replaced to provide communication between the existing wells, existing reservoirs and proposed reservoir.*

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**Western Washington Division**  
165 NE Juniper St., Ste 201, Issaquah, WA 98027  
Phone: (425) 392-0250

**Eastern Washington Division**  
407 Swiftwater Blvd, Cle Elum, WA 98922  
Phone: (509) 674-7433

[www.EncompassES.net](http://www.EncompassES.net)



3. With the needed improvements, the District's commitment of 120 ERU's to be supplied to Marian Meadows as needed.

*The District previously issued a certificate of water availability to serve the Marian Meadows Plat. If the developer diligently prosecutes the development and enters into and carries out a developer extension agreement that is satisfactory to the District, the District will be obligated to serve 120 ERU's for the development.*

Please contact me at (425) 392-0250 if you have any further questions or comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chad Allen".

Chad Allen, PE  
Encompass Engineering and Surveying  
District Engineer

## Marian Meadows Community Standards and Guidelines

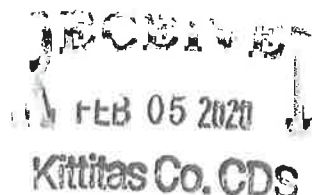
This is meant to address expectations for building standards, building types, construction means and materials used within the development. Marian Meadows is first and foremost a “residential” community, and building structure will be supportive of this inclusive of the RV Complex with commercial uses.

Oversight of the Marian Meadows community will be inclusive of three (3) governing boards.

- Marian Meadow Residential Board (MMRD) comprised of five (5) members will oversee the residential aspects of the Community.
- Silver Creek Recreations Vehicle Resort (SCRVR) comprised of three (3) members will oversee and administer aspects of the RV Complex.
- Marian Meadows Owners Association (MMOA) comprised of three (3) MMRD members and two (2) SCRVR members will oversee joint applications of the entire community.

### Section 1 - Building Types: (no manufactured/mobile homes)

1. Marian Meadows will support and encompass a variety of housing types from site-built construction to factory built modular construction (see Attachment 1 for examples) and must be sited on a permanent foundation.
2. Modular homes can be transported intact, in pieces or panelized and will be inclusive of kit designs, log structures, SIPS or other construction methods.
3. Building types can be single or multi-story construction meeting Kittitas County and International Building Code standards.
4. See attached illustrations of typical home construction suitable for Marian Meadows.
5. Storage complex construction will be of wood, stone, metal or masonry materials and be designed and built consistent with other building types in Marian Meadows and must meet the design criteria as set forth by the Developer and meet Kittitas County Code. The RV Storage Complex can include pole/timber type construction.
6. The Developer will have sole discretionary oversight of building types and building standards until 75% of homes & 75% of units are sold/occupied or developer elects to transfer oversight to MMOA—subject to the requirements of the current County adopted building codes including the IBC, IRC, IFC and Washington State Amendments at the time of building permit submittal.



Development Agreement Exhibit E  
Community Standards & Guidelines

Section 2 – Building Oversight

1. Building Standards.
  - a. All building must be supported by a permanent foundation of concrete or similar construction as approved within Kittitas County Code. Wood foundations will not be allowed.
  - b. Building materials will consist of typical/conventional materials inclusive of wood, glass, concrete and masonry, metal and or composite materials. The Developer/MMOA will have sole discretionary oversight of building means, methods and materials—subject to the requirements of the current County adopted building codes including the IBC, IRC, IFC and Washington State Amendments at the time of building permit submittal.
  - c. All potable water connections must be connected to community water infrastructure and provide for interior residential/storage fire suppression. This will be exclusive of the four (4) large parcel tracts east of the BPA power lines.
  - d. All properties shall abide by the 200-foot Commercial Forest Setback pursuant to KCC 17.57.
2. Single Residential – (Exclusive of Large Parcel Housing)
  - a. Setbacks – 25’ front, 15’ side and rear (perimeter lot setbacks will be identified on the plat).
  - b. Height – 35’ maximum
  - c. Community structures – 10’ front, 5’ rear and sides
  - d. All habitable homes will be inclusive of automated fire suppression. Detached single family garages are not required to have fire suppression.
  - e. all parcels will use on site septic in compliance with KCC.
  - f. All construction will comply with KCC standards unless specifically addressed within this section.
  - g. Illustrations attached in Attachment 1.
3. Attached Townhome residential-
  - a. Setback – 25’ front, 15’ side and rear or as agreed by developer and complying with KCC. If building is platted on individual parcels, stated setbacks apply.
  - b. Height – 35’ maximum
  - c. Fire all habitable buildings will be equipped with automated fire suppression. Detached garage spaces are not required to have fire suppression.
  - d. Townhomes will use on-sited septic in compliance with KCC.



Development Agreement Exhibit E  
Community Standards & Guidelines

- e. All construction will comply with KCC unless specifically addressed within this section.

4. Large Tract housing (4 parcels east of BPA lines)\*

- a. 50' setback from Property lines and/or in compliance with Wildland urban Interface Code.
- b. These parcels will not be subject to automated fire suppression requirements.
- c. Construction will be required to meet KCC standards.
- d. Large parcel ownership is a subset of Marian Meadows but viewed as large acreage tracts suitable for agriculture and forestry uses. As such, they will be allowed to conduct activities suitable for rural regions of the county provided they comply with state and local ordinances.
- e. Construction standards are exempt from the provisions of the Marian Meadows development but must comply with KCC and state statutes.
- f. Large parcels will use on site septic in compliance with KCC.
- g. All construction will comply with KCC unless specifically addressed within the section.

*\* The 4 large parcels in the eastern region of the project are atypical for this PUD and region and set apart from the main function of the Marian Meadows community. These parcels may share in some common facilities and shared interest of the general plat but these parcels will be treated uniquely due to their size, recreational/tourism possibilities and commercial agricultural/forestry opportunities. Measures will be in place to protect the common interest of the community but also allow for these lots to function independent of the HOA and associated CC & R's for the overall Marian Meadows plat.*

- 5. Community Buildings – (pool bldgs., mail fac., solid waste/recycling, etc.)
  - a. Setbacks – 10' all sides
  - b. Height – 35'
  - c. Use of onsite septic per KCC or inclusion with the RV Complex LOSS.
  - d. All construction will comply with KCC unless specifically addressed within the section.
- 6. R V Complex. Formation of a Board known as the Silver Creek Recreational Vehicle Owners Associations (SCRVR) will be formed to oversee and require compliance to Development Agreement.
  - A. Storage Units – (see Attachment 2 Unit Elev.)
    - a. Setbacks – 15' from natural buffer areas

Development Agreement Exhibit E  
Community Standards & Guidelines

- b. One single tract with building pads to be determined. Illustration shows conceptual layout with individual 4 unit buildings and larger single building design. (See Attachment 3 – RV Unit Layout)
  - c. 6' security fencing with concertina wire at RV Complex perimeter.
  - d. Units will be equipped with fire sprinklers, gas and CO2 monitors.
  - e. R V Complex will be privately owned storage operations focusing on Recreational Vehicle usage.
  - f. May be partially located within restricted Airport Safety Zone (see Attachment 4).
  - g. Limited exterior uses in storage (ASZ-4) zone.
  - h. No overnight use within storage (ASZ-4) zone. This is inclusive of any storage unit or the storage unit areas. Any overnight use will be required to take place in the campground or RV Pad area.
  - i. Outside storage would be limited, seasonal and primarily apply to short term storage for vehicles to be serviced. In most cases, this would be within the gated portion of the complex.
  - j. Storage unit use would be limited to fee simple ownership, tenants and guest.
  - k. Camping and RV Park usage will include restrictions for duration, seasonal uses, etc. Use of this area will be by owners/tenants and guest of Storage Complex.
  - l. all operations within the R V Complex will be required to be connected and serviced by the LOSS system within the complex.
- B. RV Commercial Applications\* (see Attachment 3)
- a. In place for servicing, monitoring and oversight of RV Complex operations.
  - b. Building limitations- (see Attachment 3)
    - RV Service Shop – 48' x 60' bay configuration.
    - Retail Space – limited to 2500 sf or less
    - Office – limited to 1000 sf and attached to Office building
  - c. Commercial applications hours - 6 AM to 9 PM (Monday - Saturday)

*\* All aspects of the commercial presence within Marian Meadows will be subject to SCRVR-MMOA oversight and governance.*

- 7. Community will provide Road and Trail standards per KCC. Private Roads will not be provided with curbs, sidewalks and gutters.
- 8. Parks and Open Spaces: The community will have community features as delineated on the plat map with natural buffers on the west and south boundaries.

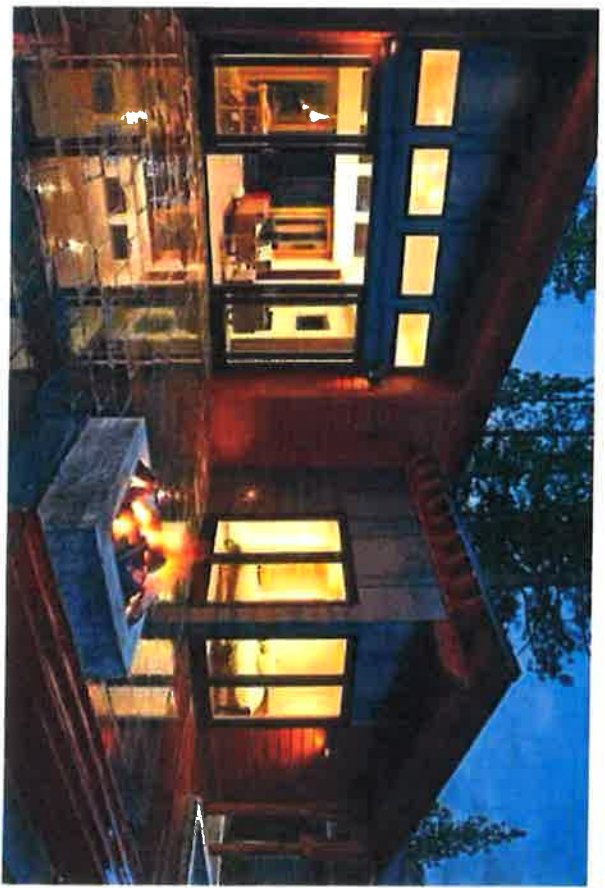
Development Agreement Exhibit E  
Community Standards & Guidelines

Trails are as shown. BPA easement and locations to the east of the easement are designated wildlife corridors.

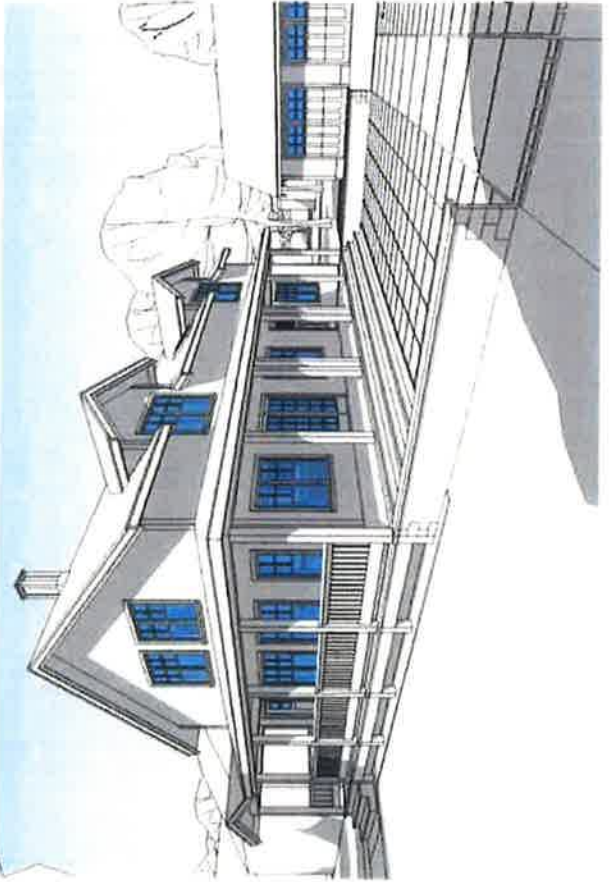
9. Marian Meadows Roads

- a. Meadow Way is a current Kittitas County public roadway and included as “in network” to be serviced and maintained by Kittitas County public Works. Meadow Way is slated for additional improvements and further dedication to Kittitas County as shown within platting approvals.
- b. Further extension of Meadow Way (beyond round a bout) will be as a private community roadway and built to Kittitas County Road Standards.
- c. All other community roads will be private roadways built and in compliance with KCC Road Standards.
- d. RV Storage Complex Roadways (Specifically addressing Condition #13- See illust. D-RV Layout) Campsite will be limited to 12 sites. RV Pads will be limited to 15 partial or full-service pads.
  1. Paved two lane roads within the storage complex will be 22’ wide. They will be service “driveways” included within the layout of the storage complex. Roadways designated as “one way” will be 16’ paved surfaces and act as return roads to the 2 lane surfaces. No dedication or delineation of Right of Way is planned for road surfaces within the Complex. (see RV illustration 1 & 2)
  2. Roadways servicing the RV Pads and Campground will be 22’ gravel surfaces for two lane roads and 16’ gravel surface for “one way” surfaces. No dedication or delineation of Right of Way is planned for road surfaces within the Complex.
- e. Snow Storage (**Condition #18**) Within this condition was BOCC comments pertaining to the “**public**” dedication of surface area for winter snow storage for snow accumulation of 84. Within the plat design for Marian Meadows we have allow for a significant amount of land for this purpose that is located adjacent to the Public Roadway.
- f. Access Easements (**Condition # 27**)  
We have no knowledge of recorded or unrecorded easements over Marian Meadows. Additional Access easements will be placed for such issues as the new Water District Storage Facility.
- g. Private Storm Water Facilities  
MMOA will maintain and operate all stormwater facilities not located within public rights-of-way unless delegated to a subdivision thereof.









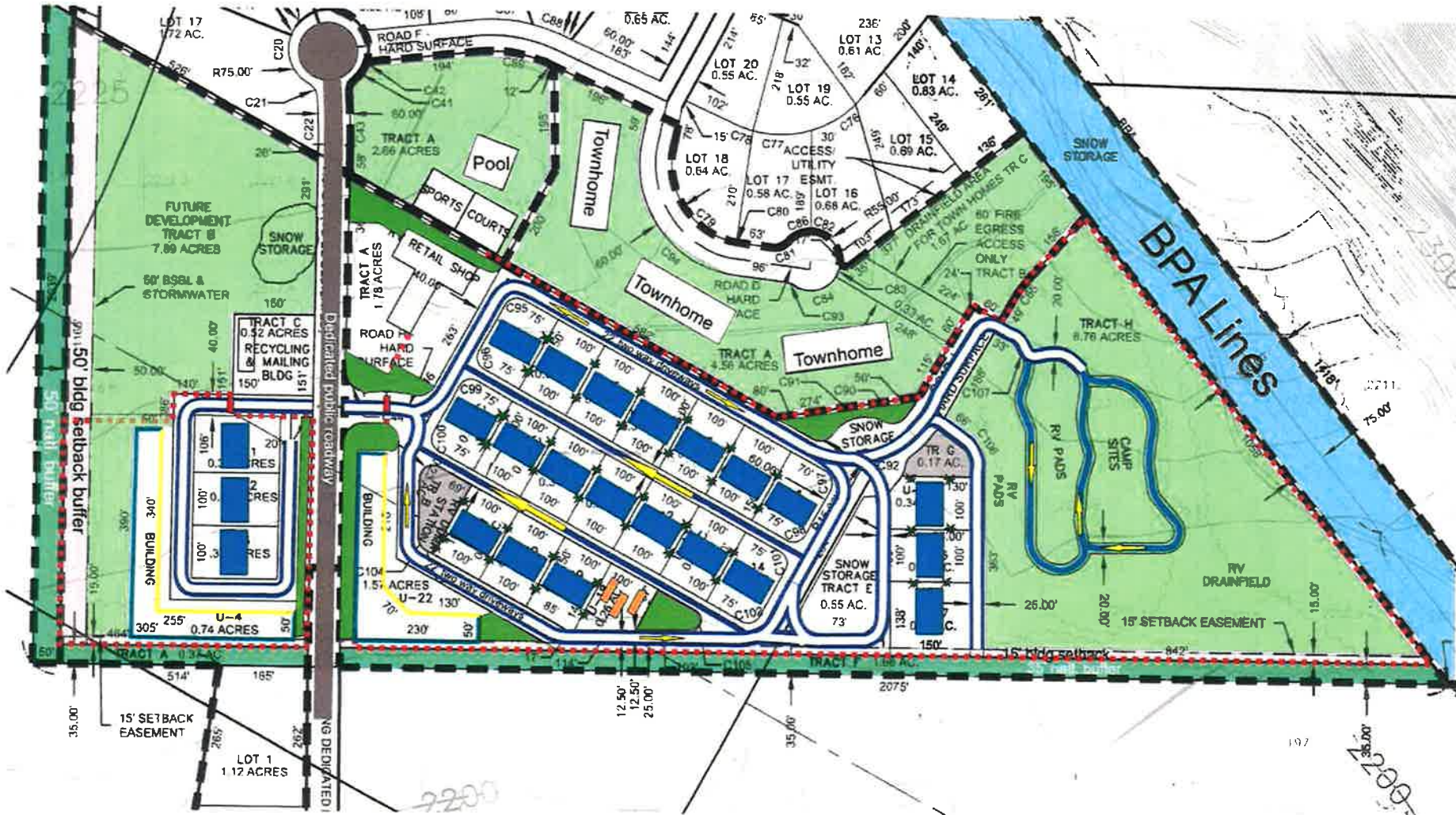








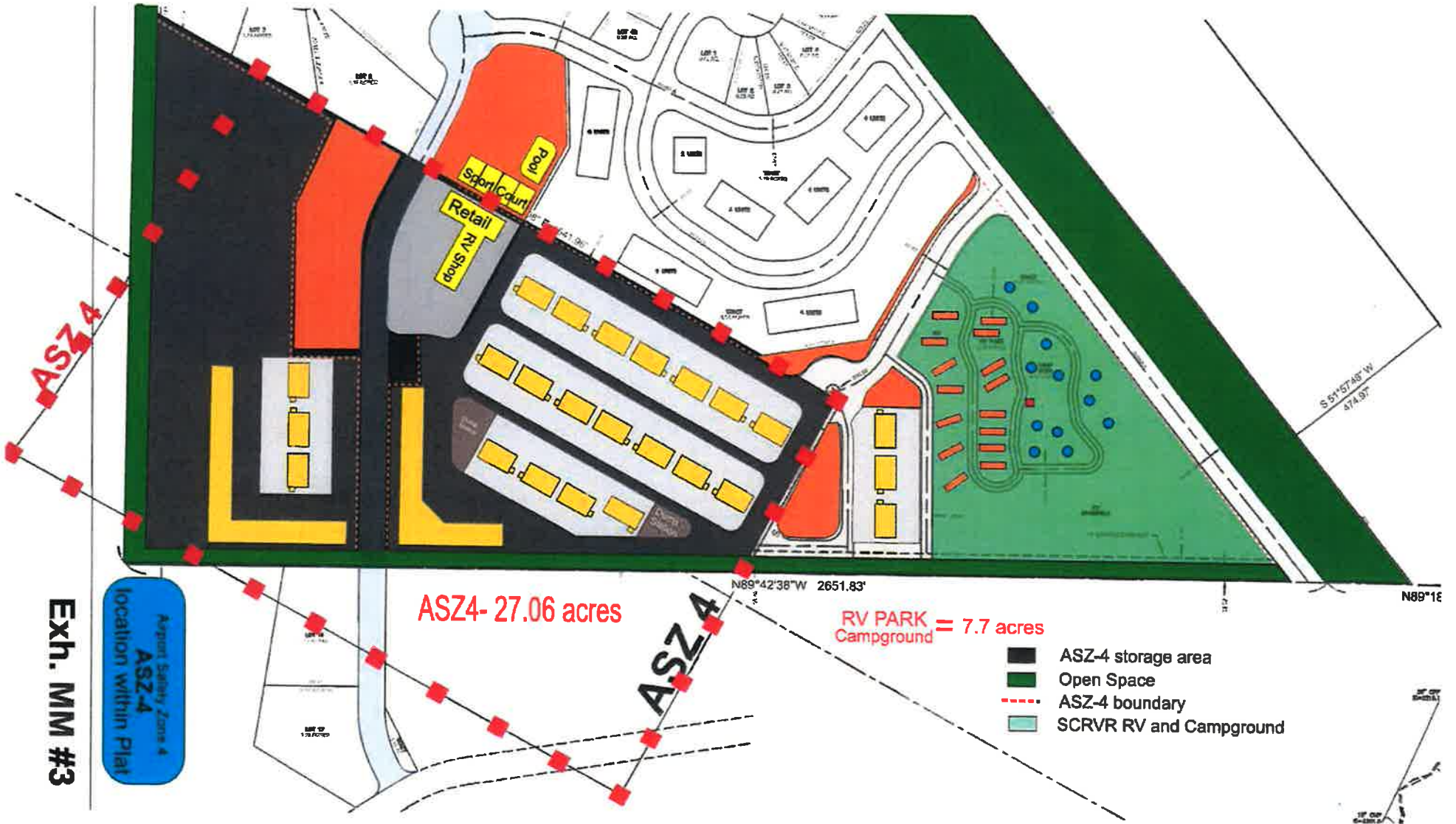




- Concrete or masonry wall
- Wood framed wall
- 6' chain link fencing with concertina wire
- 14' one way driveways
- Entry gates
- control vegetation
- Unit detailing station
- Unit dumping stations
- 4 unit building

RV Illustration 1





Exh. MM #3

Airport Safety Zone 4  
ASZ-4  
location within Plat

ASZ4- 27.06 acres

RV PARK  
Campground = 7.7 acres

- ASZ-4 storage area
- Open Space
- - - ASZ-4 boundary
- SCRVR RV and Campground



# Marian Meadows

## Phasing-Timelines

Within the approved PUD applications for Marian Meadows, a phasing sequence for the development is required. With so many unknowns of what or how the proposed plat would be approved and what elements or aspects would be included within the approvals, we provided our best expectations of how the development would proceed.

At this point in time and with a much better understanding of elements to be included within the project, we request the development agreement be inclusive of following phasing sequence.

It has become clear that the Easton Water System is in need of infrastructure/distribution updates to maintain services levels and this single issue will put the looping of an 8” water line from E Sparks Road through Marian Meadows and connected to the distribution line on the north end of Country Drive as a priority. With this in mind, we submit the following timeline for inclusion of the Development Agreement for the Plat of Marian Meadows.

Looped Water Line - Time: As negotiated with Easton Water District #3.

- Construction of looped water line will commence under a negotiated agreement with the Water District.
  - This will be inclusive of an extension of Meadow Way to the round-a-bout and dedication of roadway to Kittitas County as a Public Road.
  - Further development of the private extension of Meadow Way north as shown to the BPA Distribution lines. This will be developed to KCC private road standards and will include the extension of the power line grid from Puget Sound Energy and the improvement of said water line loop inclusive of designed fire hydrant layouts, water system valves for future sub-divisions connections and access points for private roadway extensions.
  - Included within this time frame will be the platting of the two lots just north of E Sparks Road and Meadow Way intersection. These lots will be available for sale with final plat recording.

Water Tank - Time: As negotiated with Easton Water District #3.

Water tank construction will be independent of Marian Meadows development and be closely tied to efforts with the Water District. Expectations are for this to commence construction prior to any single-family homes sales other than the 2 parcels located south of the Storage complex.

## **Phase One**

**R V Complex** - Time: Platting and construction will be impacted by discussions with Easton Water District #3 (See Exhibit D). Expectations are for construction to commence within 24 months of the water line loop being approved and released to the District.

- Construction build out would be slated for upward of **20 years** and subject to the terms of this agreement.
- With the commencement of construction for the water storage upgrade, the first phase of construction will be focused toward the water line loop and connection of E Sparks Road with Country Drive,
  - The west side of Meadow Way will be targeted for construction 1<sup>st</sup> with fencing and vertical construction.
  - Construction will continue moving east. Estimated timing would likely be a continuous construction cycle over each summer for the next ten to **20 years** dependent on marketing conditions, etc. and include the improvements and development of the private campground and R V Park.
  - As the market develops around the RV Storage presence, the service shop and retail support facility will be built; expectations are for this to happen as 50% of the storage units are sold.
  - Estimated completion of Storage complex is by the end of 2038.

## **Phase 2-6 – In no specific order provided it meets with KCC.**

With the construction of Meadow Way north to a cul-de-sac just south of the BPA distribution lines, added water storage and the required looping of the Easton Water Districts East Sparks Road distribution line in place, residential development and future phasing could conceivably happen independent of each other or additional infrastructure needs. The looped water lines will include tees and valves allowing for water line spurs to be added as needed. **We request that once Easton Water Districts current water infrastructure needs are in place, platting and construction of added lots and townhomes can be added by the land owner and subject to concurrence with the Kittitas County CDS Director.**

- Residential Single-Family Homes – As Agreed with CDS Director.
  - As noted above, with the looped water system inclusive of tees with valves, differing sections of the development can be developed independent of each other. Expectations are for adding 8 to 16 homes on to the system annually and per market demand.
- Town Homes – Construction start within 10 years from water tank completion.

- This portion of the project is again independent of other sections and can develop as the market dictates. Expectations are for the type of housing to follow the single-family housing commencement with building #1 likely to be started on or before 2030 with build out by 2036

**Phase 7 – can be implemented at any time provided it meets with KCC.**

- Large Parcel home sites –
  - These sites are separate and stand-alone uses from Marian Meadows. While included within the PUD, we request that they be viewed and handled by the County as independent large parcel properties. Due to location and characteristics unique to these parcels such as access, elevations and location, we will be including these into the design and platting of adjacent property to the South.