

**BOARD OF COUNTY COMMISSIONERS
KITTTITAS COUNTY, WASHINGTON**

**RESOLUTION NO. _____
Development Agreement by and between Kittitas County
and
Easton Ridge Land Company**

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2019, between Kittitas County, Washington (hereinafter "Kittitas County" or "County") and Easton Ridge Land Company, Inc. duly organized under the laws of the State of Washington, hereinafter the "Developer".

RECITALS

1. Kittitas County Code (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. KCC 15A.11 requires a development agreement to set forth the development 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.
3. 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 and/or amended by the Marian Meadows Community Standards and Guideline. (**Exhibit _____**)
4. This Development Agreement by and between Kittitas County and the Developer (hereinafter the "Development Agreement") relates to the development to be known as "Marian Meadows Estates (the project)".
5. The following events have occurred in the processing of the Developer's application:
 - Securing water availability from Easton Water District and entered into discussion regarding upgrades to Easton Water Districts infrastructure and measures needed for supplying water to Marian Meadows;(see Exhibit ____)
 - Securing Public Road Access via Meadow Way established under Ordinance 2018-151;
 - Access Road construction and approval for ROW in place;
 - Planned Unit Development (PD-17-00001) approval in place under Ordinance 2018-006;
 - Conditional Use Permit (CU-17-00001) approval in place under Ordinance 2018-

006.

- Preliminary Plat (LP-17-00001) approval in place under Ordinance 2018-006.
- Ordinance 2018-006 inclusive of the, FINDINGS OF FACT, CONCLUSIONS OF LAW and conditions of the approval for platting (see Exhibit B including a matrix of conditions).

6. After a public hearing as required by KCC15A.11 the Kittitas County Board of County Commissioners approve this Development Agreement with the Developer,

AGREEMENT

Now therefore, the parties mutually agree as follows:

General Provisions

Section 1. The Project. The Project consists of the development and use of 445.42 acres in Kittitas County, more particularly defined in Sections 4.2 and 4.3, below. The Project is approved under the Planned Unit Development (PUD) Ordinance (PD 17-00001), Conditional Use Permit (CU-17-00001) and Plat (LP17-0001) which describe the Project as a Preliminary PUD to be developed in Phases with public and private roads, extension of the Easton Water District #3 water system and on site and LOSS sewage disposal system. The Project is anticipated to be phased over a **twenty-year (20) period.**

Section 2. The Subject Property. The property subject to this Agreement is legally described as shown in Exhibit A.

Section 3. Definitions. As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

3.1. "Administrator" means the Administrative Official as defined by Kittitas County Code.

3.2. "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B and KCC 15A.11.

3.3. "Addendum" are changes to the structure or bases of this agreement inclusive of dates for addendum approvals.

3.4. "Board" means the Kittitas County Board of County Commissioners.

3.5. "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.

3.6. "Code" means the Kittitas County Code, as it may be amended from time to time.

3.7 "Design Standards" means the Kittitas County Design Standards, as adopted by the County and/or amended within this agreement via the Marian Meadows Community Standards and Guidelines. (Exhibit)

3.8 "Exhibits" are inclusion of provisions or documentation pertinent to the overall development.

3.9 "Effective Date" means the effective date of the Adopting Ordinance.

4.0 "Existing Land Use Regulations" means the ordinances adopted by the County Commissioners in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, Kittitas County's official Zoning map and development standards, the Public Works Standards, SEPA, and all other ordinances, codes, rules and regulations of the County establishing Subdivision standards and building standards. Existing Land Use Regulations does not include non-land use regulations, which includes taxes and impact fees.

4.1 "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Development Agreement, shall be subject to the applicable provision of this Development Agreement. The "Developer" is identified in Section 5 of this Development Agreement.

4.2 "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approval, and all incorporated exhibits. The Project will be inclusive of lots, tracts, parcels and community areas.

4.2 (i) Project description": The development of land parcels (see Exhibit A) into the Plat of Marian Meadows Estate; an 89-lot residential sub-division encompassing 445.42 acres under a development phasing schedule covering a period of **20 years**, inclusive of 73 single family lots, 12 multi-family townhomes, 4 large (67-95 acres in size) residential lots, 100 units of Recreational Vehicle ("RV") condominium spaces with 12 associated camp-ground pads and 15 full-service RV pads. Associated with the RV condominium operations may include commercial retail and service uses supportive of this facilities operation. Also inclusive of solid waste handling facilities, mail collection/distribution facilities and associated community use buildings and trail network.

4.2(ii) "Project Oversight, Operations and Management" shall be conducted by the Developer as the project is being constructed and remain as the sole entity in charge until 75% of the single-family dwellings are transferred to permanent ownership and 75% of the RV condominium units have been transferred into permanent ownership. When these levels of individual ownership are reached, the Developer will serve written notice to those single-family dwelling and storage unit owners that they will form and assume control of the Marian Meadows Owners Association (MMOA), The MMOA will assume total oversight, control and authority of

the developed portion of the Project and work with the Developer until final build out.

4.2(iii) Marian Meadows will be serviced by an Owners Association (MMA) which will be a non-profit organization comprised of a five (5) member governing board. The formation of this board will be address within the CC&R's for Marian Meadows to be recorded upon final plat of the second residential subdivision.

4.3 "Project Elements" means the included individual elements within the project that comprise the total operations which will be included. This is inclusive of a single-family element, single-family large parcel element, storage unit element, commercial shop and retail element, overnight use within campground or RV park element and the community use of building and trails.

4.3.1 "Single Family" element will consist of 73 individual "lots" of ½ acre in size or larger which will contain one single family residence with or without detached out buildings, a water connection from Easton Water District and on-site septic system. All (except 4 Large lots) single family parcels will be a part of and inclusive too all Marian Meadows amenities.

4.3.2 "Single Family large parcel" element which will be inclusive of the 4 parcels on the eastern slope of the project. This element will 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. Due to the size and location of these parcels, additional activities will be allowed inclusive of activities and other actions as allowed within Kittitas County Code. These 4 parcels will not be members of the Marian Meadows Owners Association and will not be subject to rules and or conditions of the Association. Use of Marian Meadows community amenities and services are not extended to these parcels.

4.3.3 "Town home" element will consist of 12 attached units for sale, lease or rent. They can be inclusive of enclosed or open parking structures and will share and support the development equal to the single family uses.

4.4 **"Silver Creek Recreational Vehicle ("RV") Resort" (SCRVR)** is a subset of Marian Meadows providing for individual recreational vehicle storage unit ownership both in support of the Marian Meadows community as well as the RV condominium complex. This provides for single or multiple unit individual ownership within the complex. Ownership within SCRVR is limited to interior storage spaces and does not allow for exterior storage. **Living or staying overnight in an RV condominium unit will be strictly forbidden.**

4.4(i) Ownership of a SCRVR unit allows for usage of the complex's RV full service overnight park pads and or camp ground facilities.

4.4(ii) Within the oversight of the SCRVR Resort board will be the implementation and or operation of a commercial RV retail outlet with associated shop for RV repairs and service. Oversight of the commercial/retail will be provided by the RV owners Board and the MMA.

4.5 **"Project Mitigation, Conditions and Project Timelines."** Pursuant to the

requirements of Ordinance 2018-006, this Development Agreement provides for project mitigation, conditioning and timelines. Mitigation as required by Ordinance 2018-66 regarding impacts to Easton School District which is set forth in the attached **Exhibits B**. Mitigation as required by Ordinance 2018-66 regarding impacts to Kittitas County Fire District #3 is set forth in **Exhibit C**. The Community Standards and Guidelines are contained in **Exhibit D**. The Project Phasing and Timeline are set forth in **Exhibit E**. Additional conditions as anticipated by Ordinance 2018-006 are set forth in **Exhibit F**. All Exhibits attached hereto are incorporated herein as if set forth in full.

Section 5. Parties to Development Agreement. The parties to this Development Agreement are:

5.1 The "County" is Kittitas County.

5.2 The "Developer" is a private enterprise which will own the Subject Property in fee, and whose address is

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

5.3 The "Landowner." 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 Subject Property to a third-party entity which, 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.

Section 6. 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 7. Term of Agreement. This Development Agreement shall commence on the effective date of the Resolution adopting 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 or Landowner.

Section 8. 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.

Section 9. Extension of Preliminary PUD/Plat Approval. The parties acknowledge that the

most efficient and economic development of the Subject 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 7, 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 10. 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 Subject 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 well as for the residential uses (single family and townhomes owners) and storage complex (storage owners).

Section 11. Modifications. Modifications from the approved permits or the exhibits attached hereto may be made by Developer and/or approved by the County in accordance with the provisions of the Code, and shall not require an amendment to this Development Agreement.

Future applications for land use designations and zoning changes for density and additions of land within the Marian Meadows plat will be administered under regulatory provisions in place at the time of the new applications and will include reviews and or changes to this document as deemed necessary.

Section 12. 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 13. 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 Subject 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 14. Default.

14.1 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.

14.2 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 15. Termination. This Development Agreement shall expire and/or terminate upon the expiration of the term identified in Section 7 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 16. Effect of Termination on Developer Obligations. Termination of this Development Agreement as to the Developer of the subject Property or any portion thereof shall not affect any of the Developer's 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 Subject 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 Subject Property.

Section 17. Effect of Termination on County. Upon termination of this Development Agreement as to the Developer of the Subject 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 18. Assignment and Assumption. 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 Subject Property sold prior to final plat acceptance, at least 30 days in advance of such action. All rights and obligations of this Agreement shall transfer automatically upon conveyance to any third party. In the event of complete conveyance of the entire Subject Property, Developer, and any subsequent successor or assign, shall be automatically released from any obligations under this Development Agreement.

Section 19. 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 Subject 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 Subject 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 20. 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 Subject 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 21. Notices. Any notice, demand, or correspondence under this Agreement shall be deemed sufficient if three days after being deposited into pre-paid first-class U.S. mail to the addresses of the parties as designated in Section 5. Notice to the County shall be to the attention of the Administrator and the Chairman of the Board. 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 22. 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 thirty (30) 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 23. 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 24. 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 25. 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 26. 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

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNER / DEVELOPER:

Easton Ridge land Company, Inc.

By _____
Douglas W. Weis, President

State of Washington)
)
County of Kittitas)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath that he was authorized to execute the instrument and acknowledged it as the President of Easton Ridge Land Company, Inc, or assigns, to be free and voluntary act of such party for and purposes mentioned in this instrument.

Dated: _____, 20____.

Notary Public
Residing at _____
My Commission Expires _____

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 ____ day of _____, 20____.

Yea Nay Abstain

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Laura Osiadacz, Chair

Cory Wright, Member

Brent Wachsmith, Vice-Chair

ATTEST:

Candie Leader
Clerk of the Board

EXHIBIT "A"

LEGAL DESCRIPTION

The subject property consists of 17 parcels, located approximately seven miles northwest of Roslyn off of East Sparks Road in portions of Sections I 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.