

CLUSTER HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
ISSAQUAH, BERGSMA, AND RECH

This Agreement (“Agreement”) is made this ___ day of ____, 2017 by and between the City of Issaquah (“Issaquah” or the “City”), a Washington municipal corporation; William A. Bergsma, Lee Bergsma, and John Stefani (collectively, “Bergsma”); and Ronald P. Rech and E. Sarah Rech, husband and wife (collectively, “Rech”). Bergsma and Rech are collectively referred to as the Owners. The City, Bergsma, and Rech may also be referred to individually as a Party and collectively as the Parties.

RECITALS

A. Bergsma owns certain real property (the “Bergsma Property”) located in the City of Issaquah. The Bergsma Property consists of King County Assessor Parcel Numbers 2924069003, 2924069008, 2924069009, 2924069010, and 2924069013, the legal descriptions of which are attached hereto as **Exhibit 1** and incorporated herein.

B. Rech owns certain real property (the “Rech Property”) located in the City of Issaquah, adjacent to the Bergsma Property. The Rech Property consists of King County Assessor Parcel Number 2924069004, the legal descriptions of which is attached hereto as **Exhibit 2** and incorporated herein.

C. The Bergsma Property and Rech Property (collectively, the “Property”) consist of approximately 45.64 acres and are designated Low Density Residential in the Comprehensive Plan. The Rech Property and parcel numbered 2924069003 of the Bergsma Property consist of approximately 18.53 acres and are zoned Single Family Suburban – 4.5 du/acre. Parcels numbered 2924069008, 2924069009, 2924069010, and 2924069013 of the Bergsma Property consist of approximately 27.11 acres and are zoned Single Family Estates – 1.24 du/acre.

D. The Owners wish to build a cluster housing development of up to a maximum of 78 equivalent single family detached homes on the Property. IMC 18.07.420, the City’s cluster housing ordinance, is intended to allow for the maximum density authorized by the underlying zone while preserving critical areas through lot and setback reductions and other adjustments to the requirements of the underlying zoning. IMC 18.07.420.B.7 allows development located on more than one zoning district to use the cluster housing ordinance and site the clustered homes on one or all zoning districts in the development, so long as the overall density of the cluster development does not exceed the combined total of all district properties. IMC 18.07.420.C requires a development agreement for cluster housing developments located on five (5) or more acres of land. See **Exhibits 3** and **4** for conceptual site plan and lot yield calculation.

E. The City is authorized to enter into a development agreement with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170-.210 and IMC 18.07.420.C.

F. The City reviewed the cluster housing development that is the subject of this Agreement and issued a Mitigated Determination of Non-significance, SEP17-00002, (“SEPA Determination”), dated February 9, 2017, prepared pursuant to the State Environmental Policy Act, RCW 43.21C.

G. A request for three critical area variances (VAR16-00001) was submitted with the SEPA application. On February 27, 2017 the City’s Hearing Examiner approved the critical area variances with conditions (**Attachment 2**). All conditions of that decision are incorporated herein.

H. Subject to the implementation of the provisions of this development agreement and applicable development regulations, the proposed cluster housing development will be consistent with the general purpose, goals, objectives and standards of the Comprehensive Plan and other applicable regulations; will be served by adequate facilities; and will not have a substantial impact on adjacent properties, the community or other elements affecting the general welfare.

AGREEMENT

In consideration of the mutual benefits and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are a part of this Agreement and are incorporated herein.
2. **Cluster Housing Development.** Maximum allowable density on the Property is 78 lots based on the split zoning of the property. The cluster housing development will consist of up to 78 equivalent single family detached (Single Family Detached) homes. As specified in Section 10, Affordable Housing, four standard lots will be used to develop 8 cottage lots with dedicated affordable housing in the form of cottage (Cottage) homes, each of which shall be considered a half lot for purposes of this Agreement. A conceptual site plan, which shows the general lot layout, is attached hereto as **Exhibit 3** and incorporated herein.
 - a. **Cluster Development Standards.** Cluster development standards for the neighborhood shall be as follows (applies to both Single Family Detached and Cottage homes unless otherwise noted):

- Minimum Front yard setback: 10 feet to face of home, 20 feet to face of garage.
- Minimum Side yard setback: 5 feet
- Minimum Rear yard setback: 10 feet
- Minimum Exterior site setback: 10 feet

Depictions showing a typical lot configuration for Single Family Detached and Cottage lots are attached hereto as **Exhibits 5a** and **5b**, incorporated herein.

Pervious surface: Minimum 70% of gross site area. No minimum requirements for pervious surfaces on individual lots.

Impervious surface: Maximum 30% of gross site area. No maximum requirements for impervious surfaces on individual lots.

The conceptual site plan (**Exhibit 3**) shows pervious surface measured at 1,595,161 sf (or 80% of gross site area) and impervious surface measured at 393,002 sf (or 20% of gross site area). Actual measurements at time of construction plan or final plat review shall be considered a minor amendment per Section 11.

Minimum standard lot size: 3,500 sf
Minimum cottage lot size: 2,000 sf
Minimum lot width: None, except as indicated for corner lots in Section 2.c., Design Standards

Building height: For Single Family Detached homes: 35 feet from the base of the structure, not to exceed 40 feet above the road centerline. Building height shall be shall be measured as described below.

For Cottage homes: 22 feet from the base of the structure, not to exceed 25 feet above the road centerline. Building height shall be shall be measured as described below.

Measuring height:

Building height shall be measured from the average finished grade of a building footprint and from road centerline fronting the center of the lot to the midpoint of the highest gable of a pitched or hipped roof with a minimum 4:12 pitch and a maximum of 12:12 pitch, or the highest point of the coping of a flat roof. All parts of the roof extending above the base building height shall be a minimum 4:12 pitch unless specifically excepted in section 18.07.060, B(4) of the City of Issaquah Municipal Code (“Code”). Gabled dormers may comprise no more than fifty (50) percent of the total roof area as measured in plan-view. No portion of a shed roof shall extend above the base building height limit. An architectural feature may not be used to measure or establish building height.

A depiction showing building height determination for Single-Family Detached and Cottage homes is attached hereto as **Exhibit 6**, incorporated herein.

b. Setback Exceptions:

1. Architectural Features in Required Setback: The following architectural features may project up to twenty-four (24) inches into any required setback:
 - Functioning chimneys;
 - Flues;
 - Belt courses;
 - Sills;
 - Pilasters;
 - Ornamental features;
 - Cornices;
 - Eaves;
 - Gutters;
 - Dormer extensions and greenhouse or bay windows; provided, that the structure does not exceed thirty (30) percent of the facade and does not increase the floor area of the building.
2. Minor structural elements such as decks, patios, porches, walkways and other minor structural elements may intrude into a required setback up to twenty-four (24) inches. Fences and heat pumps are not considered minor structural elements and may be located in setbacks.
3. Driveways for Single Family Detached homes may intrude into a required side yard setback up to twenty-four (24) inches. Landscaping shall be required in the side yard setback between the driveway and adjacent property lines. Cottage homes with shared common walls (duplexes) may share a common driveway that straddles the property line.

c. Design and Development Standards:

1. Home Orientation. The front door of the home will face the street or public pedestrian route. Each home will have a pedestrian walkway between the public pedestrian route and the front door, separate from the driveway. There may also be a pedestrian connection from the driveway to the front door.
2. Corner lots. Corner lots shall be wider than adjacent standard lots by at least 5 feet to accommodate sufficient modulation. Single Family Detached or Cottage homes on corner lots shall be architecturally designed to provide modulation and detail on both frontages. Examples of acceptable modulation include use of bay windows and wrapped porches.

3. **Parking and Driveways.** Each standard lot shall include a garage providing for a minimum of two parking spaces and a driveway which has a 20-foot minimum length and maximum driveway width of 20 ft. Where lots are narrower than 40 feet, the driveway cut may not be wider than 16 feet plus 2 feet wings. Driveways will not be asphalt; acceptable materials include concrete, exposed aggregate, and pavers. Garages shall be set back a minimum of 5-feet behind the front exterior walls of the residential living space. Garages shall constitute no more than 66% of a house's width along the street frontage. See Section 10 for Cottage parking and driveway standards.
4. **Garages.**
 - Garages must accommodate standard-sized parking stalls, waste containers, and storage. Room for containers to hold three waste streams shall be provided inside the garage.
 - All garages shall follow an architectural style, color, and materials similar to or compatible with the home.
 - Rear and side garage elevations facing the public street or adjacent existing development shall have architectural details to minimize the impact of the facade.
 - Architectural elements shall be integrated into building and garage exteriors to minimize the appearance of garage doors. Treatments, such as trellises or overhangs, shall be required to shade the garage doors. Garage door color shall match the color of the body of the home or other color options that minimize the visual impact of the garage doors. Additional elements to minimize garage door appearance can include, but are not limited to: decks or occupied living spaces overhanging the garage door opening; use of single car garage doors to break up two car garage opening.
 - See Section 10 for Cottage garage standards.
5. **Home Design.**
 - No blank walls are allowed. Blank walls are defined as a length of wall of at least 20 feet without a window, door, or building modulation of at least 2 feet offset.
 - Eaves will be a minimum of 1 foot wide.
 - The homes within the cluster housing development will have a diversity of designs, rooflines, windows, colors, and styles. Homes of identical elevation types must be separated by at least two homes with different elevations (reverse elevations do not count as a different home

elevation). No two adjacent homes shall be built with the same size or orientation, facade materials or colors.

- The following building elements, features, and treatments provide variety and visual interest and shall be used in combination throughout the development to create variety in home design. Other elements not listed and the combined use of the following shall be approved by the Director.
 - Variation in building type (bedroom and floor configuration) and size (depth and width).
 - Variation in layout and orientation.
 - Variation in building materials, mixture and texture.
 - Varying roof shapes, pitches and gables.
 - Varied roof heights and roof breaks or roof extensions.
 - Vertical Changes. Changes in materials in a vertical wall shall occur at an internal corner or a logical transition such as aligning with a window edge or chimney.
 - Horizontal Changes. Transition in materials on a wall surface, such as shingle or lap siding, shall be required to have a material separation, such as a trim band board.
 - Acceptable Exterior Wall Material. Wood, cement fiberboard, stucco, standard sized brick and stone may be used. Simulated stone, wood, stone or brick may be used to detail homes.
 - Trim. Trim may be wood, cement fiberboard, stucco, or stone materials. Trim is required around all doors and windows. The trim must be three and one-half inches minimum and be used on all elevations.
 - Building modulation.
 - Building intervals and articulation.
 - Dormers.
 - Window trim and mullions.
 - Bay windows or bump outs.
 - Entry enhancement.
 - Porches and patios. (Porches with railings preferred.)
 - Use of varied siding, trim and base colors.
 - At a minimum use bottom and top material treatment and if recommended use tripartite architecture.
 - Chimney or tower.
 - Trellis.
 - Belly bands, brackets/braces.

6. Site walls. Site walls on lots or within open space shall be treated aesthetically if they are visible from public areas (parks, common open space, roads, trails, or lots). Examples of aesthetic treatments would be soldier pile walls with shotcrete surfacing to imitate stone, soil nail walls with block fronts, rockeries.

3. **Open Space Tracts.** Areas A1, A2, A3 and A4 within Tract A, and Tracts B, E, G, I, K and L, as shown on the conceptual site plan (**Exhibit 3**) and consisting of approximately 203,684 SF (4.7 acres), are for common usable open space. At least one of the recreation areas (Tracts B, E, I and L) will have useable flat area that is a minimum size of 4,000 sf with no more than 2-3% slope in any direction. The open space tracts constitute approximately 32% of the net site area. All open space tracts shall be owned and maintained by the Homeowners Association to be established for this cluster housing development, unless the City specifically agrees that the open space tracts may be dedicated or conveyed to the City or other organization as approved by the City. Conveyance or dedication of such land would occur at the time of final plat approval for the cluster housing subdivision addressed in Section 11 of this Agreement and shall not preclude inclusion such land in the calculation of tree retention, useable open space and pervious areas for the cluster housing subdivision. Further review of the recreational tracts' improvements will occur with permits for construction.

4. **Critical Area Tracts.** Tracts C, D, H, and most of Tract A as shown on the conceptual site plan (**Exhibit 3**), consisting of approximately 27 acres of the Property and containing wetlands, streams, steep slopes and their buffers will be designated critical area tracts and subject to Native Growth Protection Area Easements. The Native Growth Protection Easement shall allow for the construction of trails as approved in this Agreement. New trails connecting to public rights-of-way or existing trails to the east shall be developed using the following standards:

- Width: minimum 5 ft
- Materials: packed earth
- Maximum grade without steps: 10%

Owners are not required to improve existing trails west of the developed areas to the aforementioned standards.

All critical areas within tracts C, D and H shall be owned and maintained by the Homeowners Association to be established for this cluster housing development. Tract A may be dedicated or conveyed as a public park as approved by the City and discussed in Section 6 below.

5. **Trail Connections to Cougar Mountain Regional Wildland Park.** Trail connections through Tracts A and C shall be made to the extent reasonably feasible with the King County Cougar Mountain Regional Wildland Park north and west of the Property as shown on the conceptual trail plan depicted on **Exhibit 3** and incorporated herein.

Owners shall coordinate with Issaquah Alps Club to determine the specific location and construction improvements of such trails.

6. **Park Dedication.** Owners agree to dedicate or convey Tract A (includes open space areas A1, A2, A3 and A4), as shown in **Exhibit 3** and constituting approximately 12.3 acres located in the northwest section of the site for use as a public park should the City or King County decide to accept such dedication or conveyance. Conveyance or dedication of such land would occur at the time of final plat approval for the cluster housing subdivision addressed in **Section 11** of this Agreement. Any land to be dedicated or conveyed for public park purposes shall still be included in the calculation of tree retention, useable open space and pervious areas during review and approval of the cluster housing subdivision and in accordance with the Code.
7. **Off-Site Mitigation for Wetland Impacts:** If the City concludes that Owners cannot provide on-site compensation for approved impacts to regulated wetlands pursuant to the criteria established in IMC 18.10.720.H.1., the City will allow replacement or enhancement of unavoidable adverse impacts to wetlands caused by development activities through purchase of credits from the King County in-lieu fee mitigation program.
8. **Capital Facilities.**
 - a. **Roads.** The conceptual site plan (**Exhibit 3**) depicts the road layout for the development. The Parties agree that the road improvements described in this Agreement constitute all road improvements required by the City for the cluster housing development described herein and shall be dedicated or conveyed to the City. The Owners shall not be required by the City to construct or fund any additional on-site or off-site road improvements as part of any future City permitting for the cluster housing development. Maximum road grades are limited to 12%.
 - i. **Road A.** The access road from NW Newport Way, Road A as shown on the conceptual site plan (**Exhibit 3**) will be subject to road standards specified in **Exhibit 7** and incorporated herein.
 - ii. **Road B.** Road B as shown in the conceptual site plan (**Exhibit 3**) will be subject to road standards specified in **Exhibit 8** and incorporated herein. Parallel parking shall be provided where reasonably feasible.
 - iii. **Road C.** Road C as shown in the conceptual site plan (**Exhibit 3**) will be subject to road standards specified in **Exhibit 9** and incorporated herein.
 - iv. **Roads D, E & F.** Road D, E & F, as shown in the conceptual site plan (**Exhibit 3**) will be subject to road standards specified in **Exhibit 10** and incorporated herein. Road F shall terminate in a cul-de-sac that is 811-feet long

- v. **Newport Way.** Owners will complete improvements to Newport Way NW along the development frontage, consisting of two 10-foot wide travel lanes, an 8-foot median between the travel lanes, 5-foot bike lanes on both sides, one 10-foot sidewalk on the east side of NW Newport Way, and one 5-foot sidewalk on the west side of NW Newport Way. Improvements to NW Newport Way are depicted in **Exhibit 11** and incorporated herein.
 - b. **Stormwater.** A stormwater utility shall be supplied to the development at its cost and will include conveyance, detention and water quality treatment facilities, as shown on the conceptual site plan (**Exhibit 3**) and shall meet stormwater standards in the King County 2009 Stormwater Manual and the City of Issaquah's 2011 Stormwater Addendum to King County's Manual. The facility will be owned and maintained by the Homeowner's Association established for this cluster housing development.
 - c. **Water.** Water shall be supplied to the housing development at its cost and via a looped main with connections to the Talus water system to the south and within Newport Way to the north of the Property, and will be designed in accordance with City of Issaquah requirements. The City will be responsible for ownership and maintenance of the system, provided improvements are constructed consistent with publicly owned and maintained facilities.
 - d. **Sewer.** Sewer facilities to the housing development described herein at its cost, connecting to the City of Issaquah sewer main within Newport Way. The sewer system will be designed in accordance with City of Issaquah requirements with the exception of the possible use of welded HDPE pipe in tight radius roadways and become part of the City's system upon completion. The City will be responsible for ownership and maintenance of the system.
9. **Transportation Concurrency.** Concurrency certificates for traffic were issued on November 4th, 2015.

10. **Affordable Housing**

- a. Ten percent (10%) of the housing provided in the cluster housing development, or a total of 8 homes, will be designated as "Affordable Housing" as specified herein.
- b. For the purposes of this Agreement, 8 Cottage lots will be allowed in lieu of 4 standard lots to develop the Affordable Housing Cottages. Each Affordable Housing Cottage will constitute a half home for purposes of the cluster housing development. Thus, a total of 74 standard lots and market rate Single Family Detached homes plus 8 Cottage lots and affordable housing Cottages will be considered as 78 equivalent single family detached homes, which is the maximum allowed on this property based on the split zoning, and allowed for the cluster housing development.

- c. Affordable Housing Cottages will be cottage style homes with a minimum of 3 bedrooms and 1 bathroom. The Affordable Housing Cottages may be paired as duplex units.
- Maximum square footage of the Cottage: 1,300 sf, to be measured inside of walls and exclude stairway and landing areas.
 - Between adjacent cottage lots, there shall be no minimum side yard setback on one adjoining side of each lot.
 - Two (2) on-site parking places will be provided either in a garage or on the driveway or as a combination.
 - Garages, if provided, may be separate or attached to the cottage, but may not accommodate more than one vehicle. Garages are limited to a maximum of 250 square feet and shall constitute no more than 50% of a cottage's width along the street frontage. To facilitate the provision of garages, up to two cottage garages may be attached, as depicted on Exhibit 5b. Garages shall be set back a minimum of 5-feet behind the front exterior walls of the residential living space.
 - Driveways are limited to 15 feet in width. Driveways will not be asphalt; acceptable materials include concrete, exposed aggregate, and pavers.
 - No accessory dwelling units (ADUs) will be allowed within the Affordable Housing Units.
 - The front entry will be covered and provide visual interest including decorative lighting, decorative trim, and a covered porch at least 8-feet by 8-feet in size. Alternative design treatments may be considered by the director provided the design treatments provide visual interest to the pedestrian.

Development standards for the Affordable Housing Cottages shall apply in the following order of priority: as specified in this [Section 10](#), Affordable Housing, then as specified in this Agreement; and where not covered by the Agreement, as specified in the Code.

- d. In accordance with Chapter 18.21, the affordable Housing Cottages may not be sold or resold at a price that exceeds a monthly mortgage expense equal to 30% of the monthly median income for a four person household with an income of 90% AMI for King County. The monthly mortgage expense will be based on a 30 year fixed rate mortgage with a 10% down payment and will only include:
- principle
 - interest
 - insurance
 - property taxes
 - homeowners association dues (see below).

- e. Homeowner's association dues for the Affordable Housing Cottages will be 50% of the regular dues.
- f. The Affordable Housing Cottages shall be subject to a covenant restricting sale and resale prices as specified above, limiting any increases in square footage, and prohibiting the addition of ADUs after initial construction, which shall be recorded against each cottage lot. Vaulted space may not be converted to habitable space.
- g. The Affordable Housing Cottages shall remain subject to this covenant for a minimum of 50 years from the date of initial owner occupancy.
- h. Prior to issuing any building permits, the Owners and the City will execute and record an affordable housing agreement pursuant to IMC 18.21.050. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the Owners.
- i. The Owners shall not be assessed the following fees in connection with constructing the Affordable Housing Cottages, consistent with City of Issaquah Resolution 2008-13, approved by the City on August 4, 2008, as follows:
 - Utility connection charges, excluding water meter installation fees.
 - Building permit fees (Title 16 IMC)
 - Building permit plan check fees (Title 16 IMC)
 - Police mitigation fee (Chapter 3.74 IMC)
 - General government mitigation fee (Chapter 3.74 IMC)
 - Fire protection impact fee (Chapter 3.73 IMC)
 - Public Works fees (Chapter 3.65.040 IMC)
 - The Owners are further exempt from payment of the following impact fees in connection with constructing the affordable housing units:
 - School Impact Fee (IMC 3.63.030)
 - Transportation Impact Fee (IMC 3.71.040)
 - Parks Impact Fee (IMC 3.72.040)

- 11. Subdivision.** Owners' agent shall implement the cluster housing development through application for a preliminary plat subdivision, which shall be consistent with and subject to this Agreement. Lot size and setback reductions shall be allowed in accordance with the conceptual preliminary site plan (**Exhibit 3**). Minor revisions to the conceptual site plan (**Exhibit 3**) including, but not limited to lot size, road alignments, actual pervious and impervious surface measurements (not to exceed minimum pervious and maximum impervious standards), and uses of open space areas, shall be allowed during the subdivision review and approval process. Revisions will be considered minor so long as the overall layout, function and intent of the conceptual site plan are preserved and there are no increased impacts to critical areas.
- 12. Vesting.** Except as otherwise expressly provided herein, Owners are vested to and for the term of this Agreement (including any extensions) shall have the right to develop the Property in accordance with the substantive land use ordinances, policies and regulations as set out in the Code, the Comprehensive Plan, and all other City land use requirements and regulations that are in effect – other than IBC Codes – upon submittal of a complete preliminary plat application for a cluster housing subdivision or upon full execution of this Agreement, whichever occurs first, including, without limitation, zoning regulations, environmental and other mitigation regulations and policies, SEPA policies and regulations, stormwater regulations, and impact fees, provided that the City shall have the authority to impose new or different regulations to the extent that such regulations are reasonably required to address a serious threat to public health and safety.
- 13. SEPA Compliance.** The Parties acknowledge that the SEPA Determination fully and completely determined that there will be no probable significant adverse environmental impacts resulting from the cluster housing development on the Property described herein and that further SEPA review may only be required if the criteria set forth in WAC §197-11-600(3)(b) (Part Six – Using Environmental Documents, SEPA Rules) are triggered.
- 14. General Provisions.**

 - a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. Any amendment to this Agreement shall be in writing and signed by all the Parties to this Agreement.
 - b. **Covenants, Conditions and Restrictions.** The cluster housing development will include and be subject to covenant, conditions and restrictions consistent with the provisions of this Agreement.
 - c. **Term.** The terms of this Agreement shall remain in effect for a period of five (5) years from the date that the Development Agreement is approved by the Issaquah City Council or from the date of the final plat approval for the cluster housing subdivision, whichever is later.

- d. **Agreement is Binding.** The terms of this Agreement are intended to be and shall constitute a binding agreement and a covenant running with the land. The benefits and obligations herein shall benefit and bind the Parties and their successors and assigns in interest unless otherwise terminated by the Parties hereto.
- e. **Recording with King County.** This Agreement and any amendments thereto shall be filed for recording with the King County Auditor.
- f. **Estoppel Certificate.** The Owners may, at any time, and from time to time, deliver written notice to the City requesting the City to certify in writing that, to the knowledge of the City (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. The City shall execute and return such certificate within thirty (30) days following the receipt thereof. The City shall have the right to execute any certificate requested by the Owners hereunder. The City shall not have any liability to the requesting Party or to any third party for inaccurate information if it provides the estoppel certificate in good faith and with reasonable care.
- g. **Captions.** The captions in this Agreement are intended for reference only and shall not be constructed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- h. **Severability.** If any provision of this Agreement is held invalid the remaining provisions shall continue in full force and effect.
- i. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- j. **Disputes.** In any judicial action to enforce or determine the rights of the Parties under this Agreement the substantially prevailing Party shall be entitled to reasonable attorney's fees and costs, including fees and costs incurred in any appeal of any ruling of a lower court.
- k. **Specific Performance.** In the event that any Party fails to perform as set forth in this Agreement, the non-defaulting Party or Parties shall be entitled to pursue specific performance against the defaulting Party. The Parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies

for the enforcement of this Agreement and should be available to the Parties for the following reasons:

- 1. Money damages are inadequate to compensate the Parties for the unique benefits available through this Agreement; and
- 2. Due to the size, nature and scope of the development, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun.

1. **Contact Information.**

For the City of Issaquah:

For Owners:

Any Party may, upon ten (10) days written notice to the other Parties, substitute an alternative address for that listed above, either for a particular duration or permanently.

- m. **Authority to Execute.** The Parties represent and warrant that they have the respective power and authority, and are duly authorized to execute, deliver, and perform all of the obligations under this Agreement.
- n. **Mutual Drafting and Construction.** The Parties agree that each of them participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to any Party.
- o. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

Dated: _____

- Attachment 1 SEP16-00001 SEPA determination
- Attachment 2 VAR17-00002 Hearing Examiner Decision
- Attachment 3 Full size Conceptual Site Plan
- Attachment 4 Full size ViewShed Analysis

List of Exhibits

- 1 Bergsma property legal description
- 2 Rech property legal description
- 3 Conceptual site plan
- 4 Lot Yield calculation
- 5a Typical lot detail – Single Family
- 5b Typical lot detail - Cottage
- 6 Building height
- 7 Road A standard
- 8 Road B standard
- 9 Road C standard
- 10 Road D, E, F standard
- 11 Newport Rd standard
- 12 Viewshed analysis

April 11th, 2017

EXHIBIT 1

Bergsma Property Legal Description

Parcel 292406-9008

Legal N 1/2 OF NE 1/4 OF NE 1/4 OF NW 1/4 LESS C/M RGTS

Parcel 292406-9009

Legal S 1/2 OF NE 1/4 OF NE 1/4 OF NW 1/4 LESS C/M RGTS

Parcel 292406-9013

Legal N 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 LESS C/M RGTS

Parcel 292406-9003

Legal POR OF N 1/2 OF N 1/2 OF NE 1/4 LY WLY OF CO RD TGW POR OF VAC RD ADJ

April 11th, 2017

EXHIBIT 2

Rech Property Legal Description

Parcel 292406-9004

Legal POR OF S 1/2 OF NW 1/4 OF NE 1/4 INCL POR OF VAC ROAD AS DESC UNDER
REC NO 20020806000047 LY WLY OF ISSAQUAH-NEWPORT RD-LESS POR LY WITHIN
THE SOUTH 220.00 FT OF EAST 528.00 FT OF SD S 1/2

EXHIBIT 4

Lot Yield Calculations

Per IMC 18.10.450 density calculation in critical areas	
Sf- E (1.24 du/acre)	= 27.11 ac
Critical areas & buffers	= 13.42 ac
Percentage of site in critical area &/or buffers	= 49%
Density credits	= 60%
DU allowed per critical area calculation	
13.42 ac x 1.24 du/ac x 0.60 (60%)	= 9.98 units
<u>DU allowed in upland area=13.69 ac x 1.24 du/ac</u>	<u>= 16.98 units</u>
Total units allowed SF-E	= 26.96 units
Sf-S (4.5 du/acre)	= 18.53 ac
Critical areas & buffers	= 12.07 ac
Percentage of site in critical area &/or buffers	= 65%
Density credits	= 40%
DU allowed per critical area calculation	
12.07 ac x 4.5 du/ac x 0.40 (40%)	= 21.73 units
<u>DU allowed in upland area = 6.46 ac x 4.5 du/ac</u>	<u>= 29.07 units</u>
Total units allowed SF-S	= 50.80 units
Total units	= 77.76 (78) units

Exhibit 5a

Typical Housing Lot – Single Family Detached (SFD)

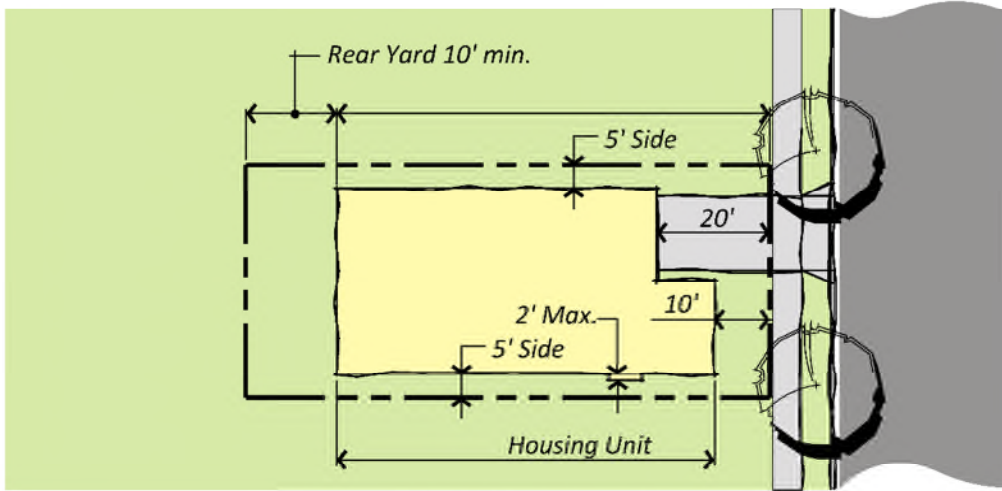
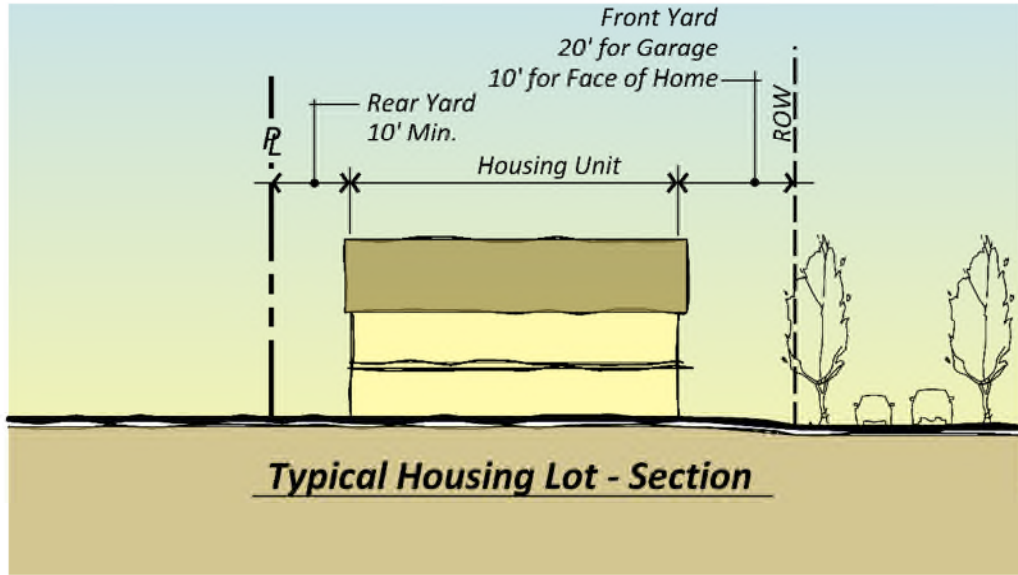


Exhibit 5b

Typical Housing Lot - Cottage

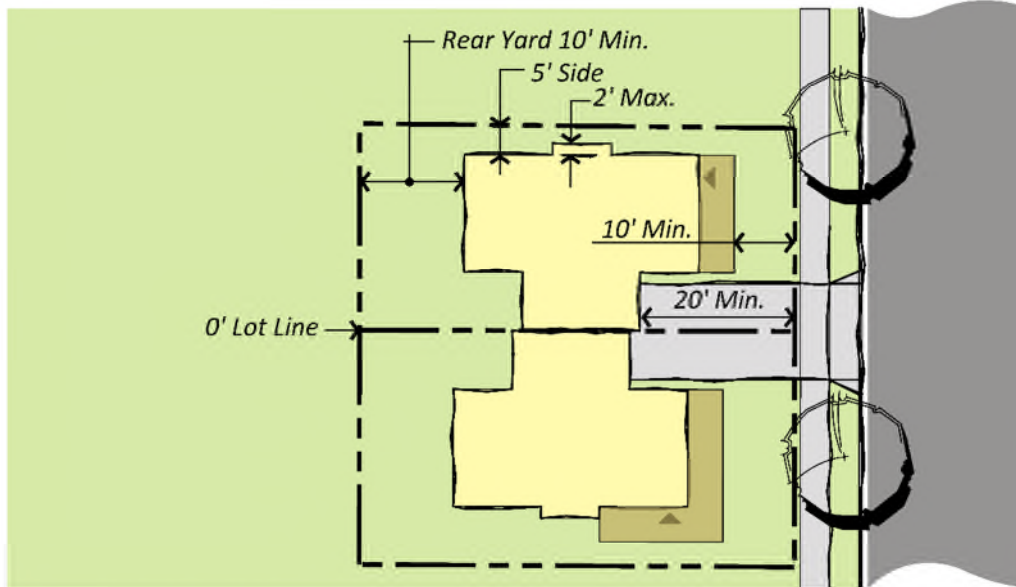
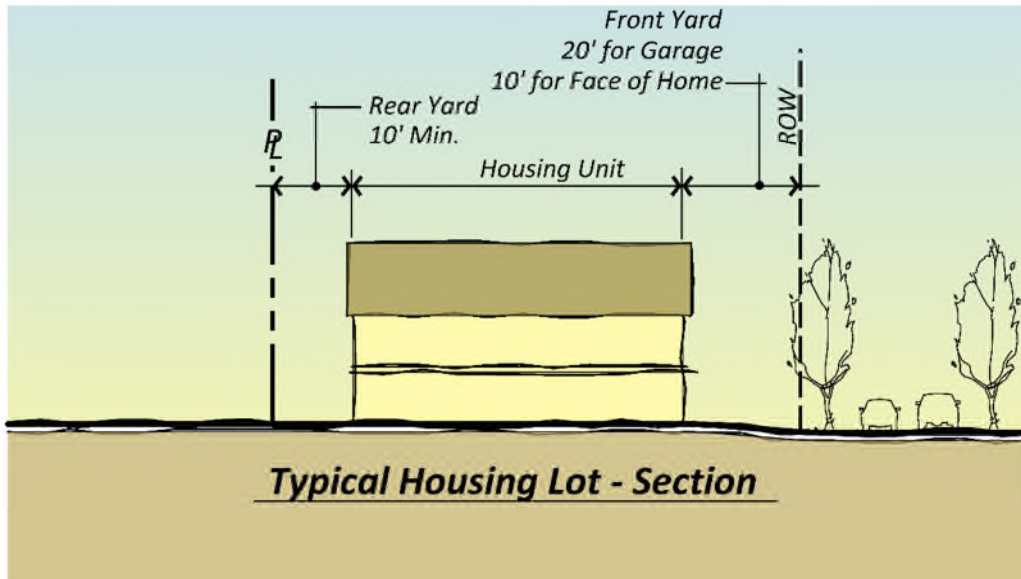


EXHIBIT 6a
Building Height - Single Family Detached

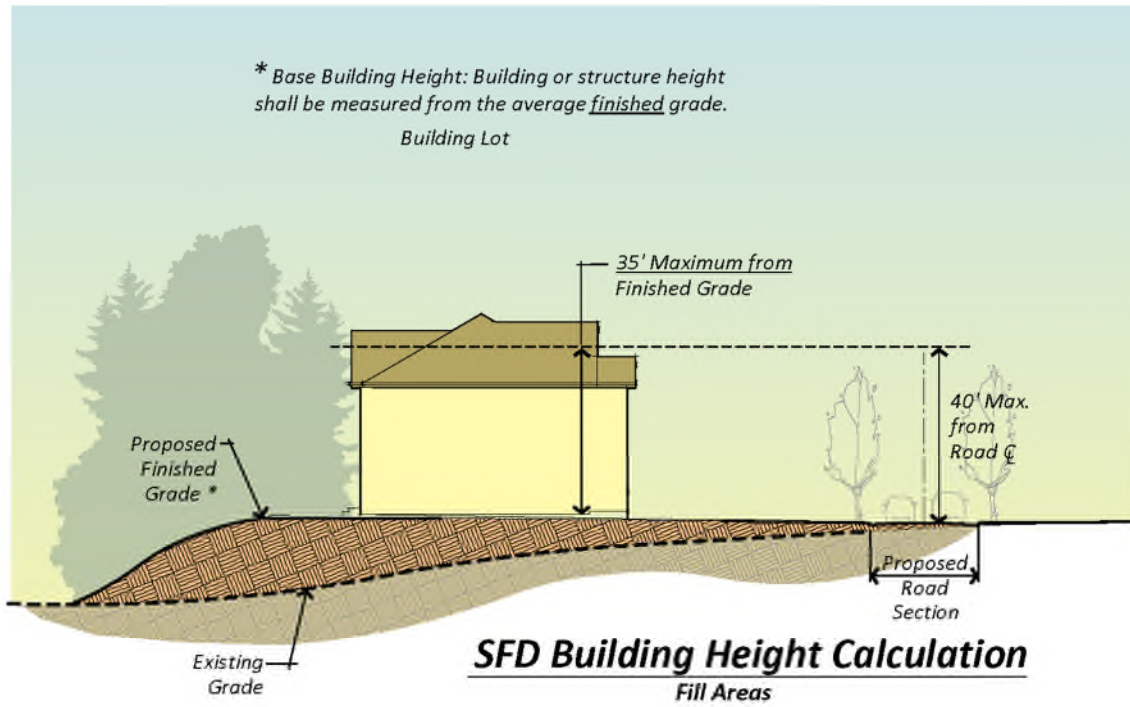


EXHIBIT 6b
Building Height – Cottage

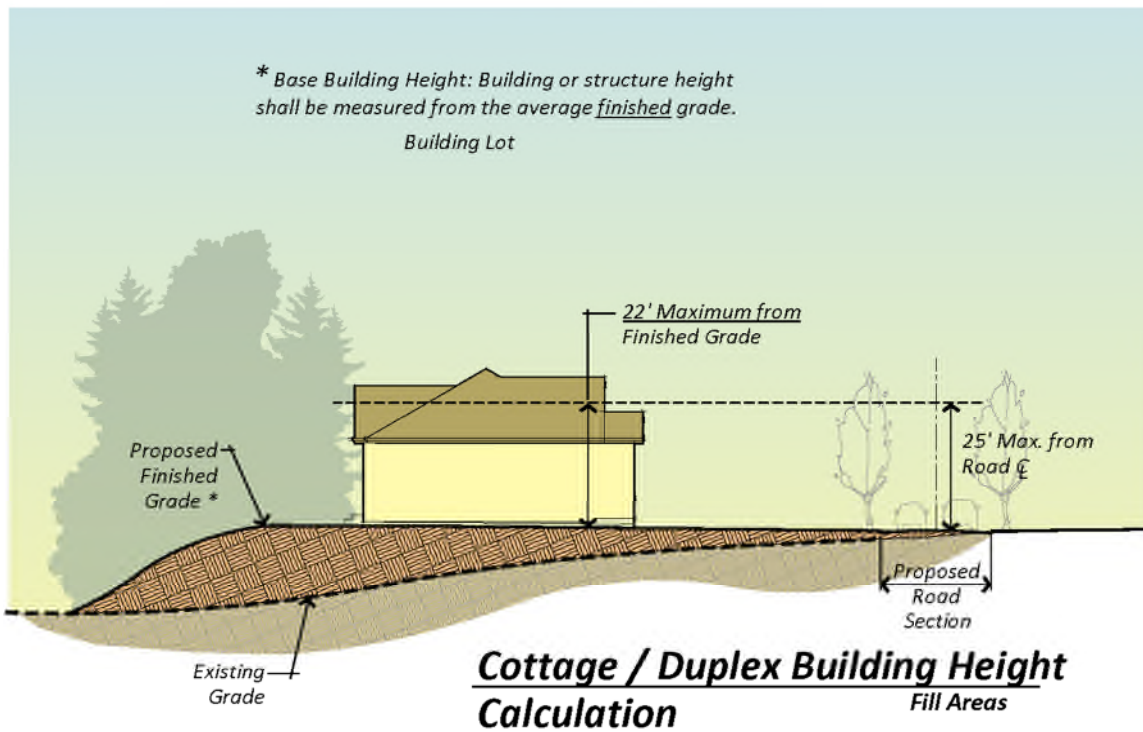


Exhibit 7

Road A Standards

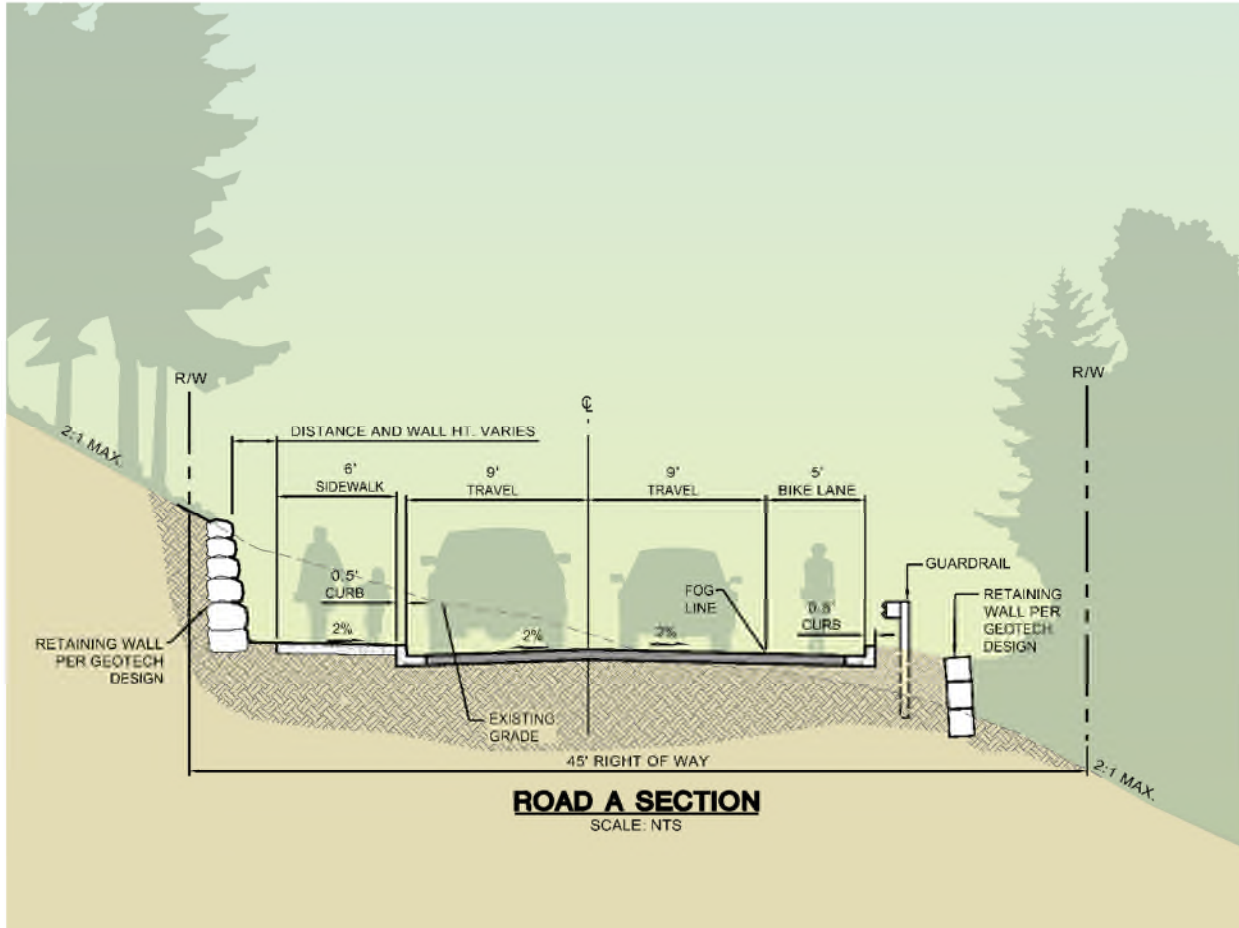


EXHIBIT 8

Road B Standards

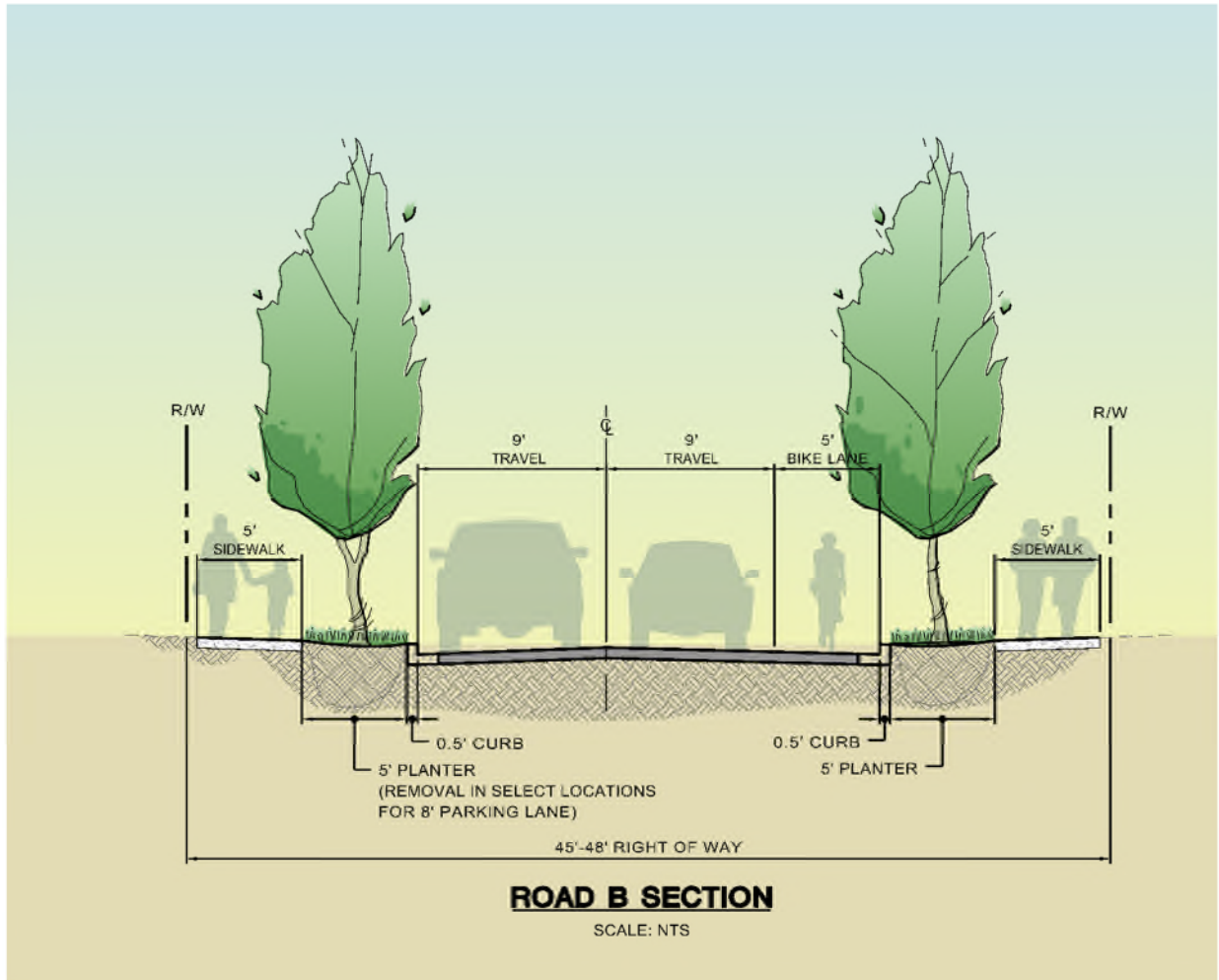


EXHIBIT 9

Road C Standards

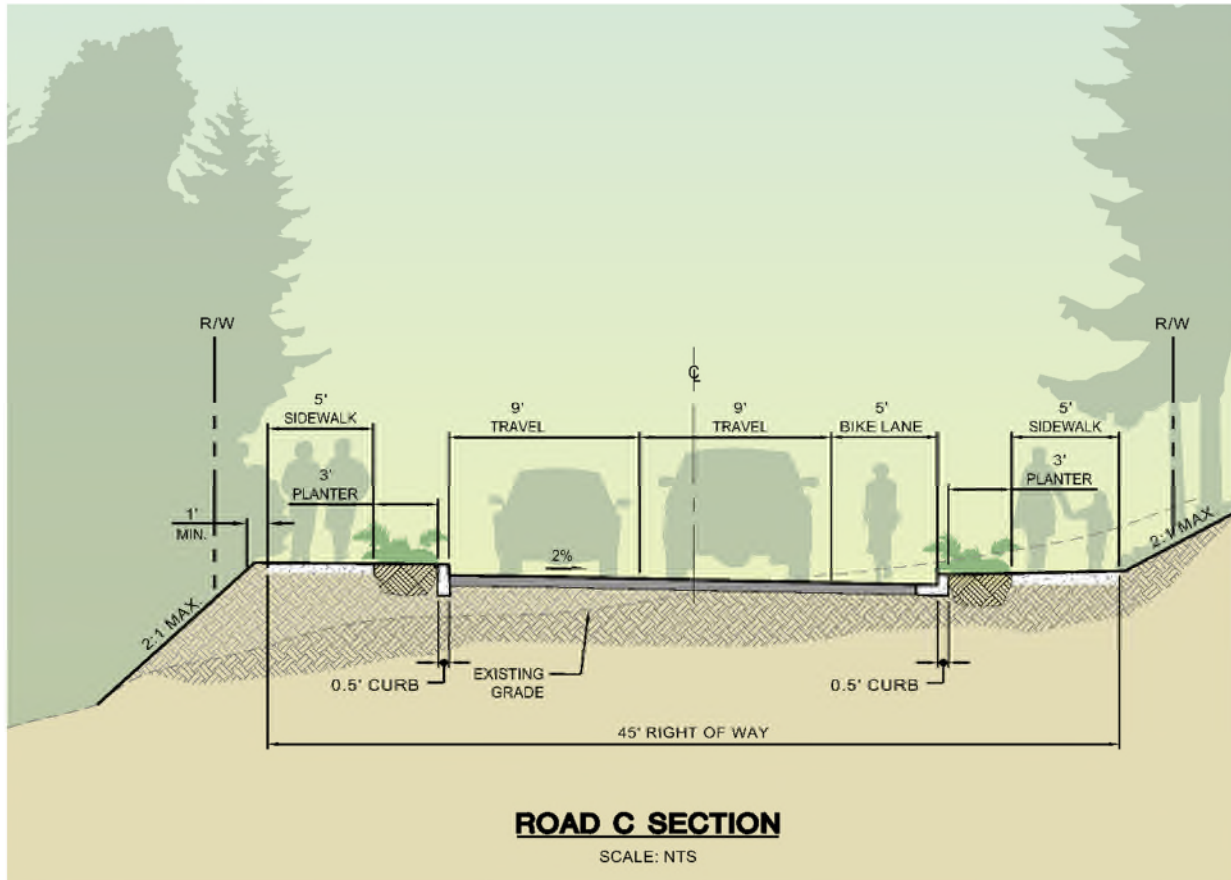


EXHIBIT 10

Road D, E & F Standards

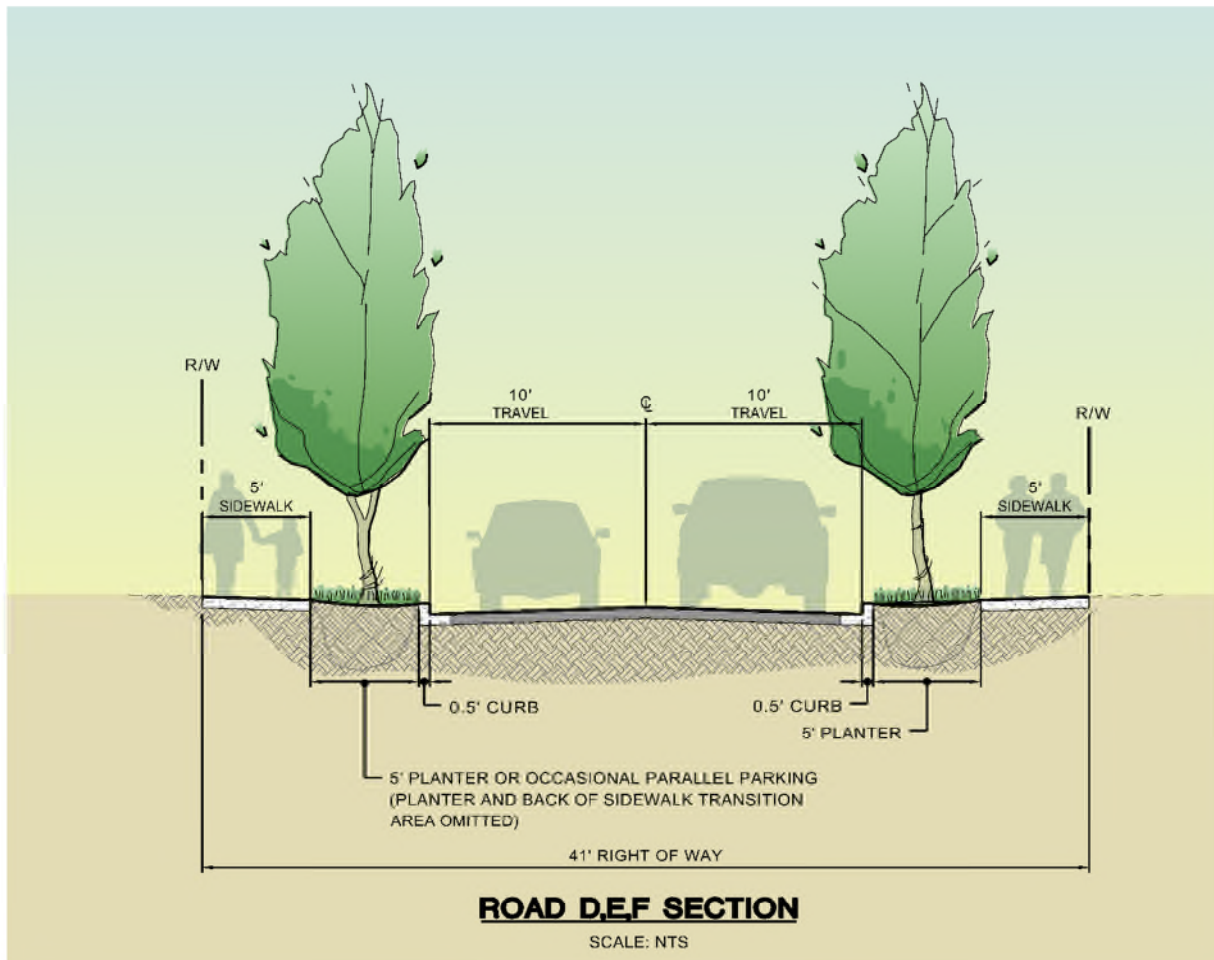
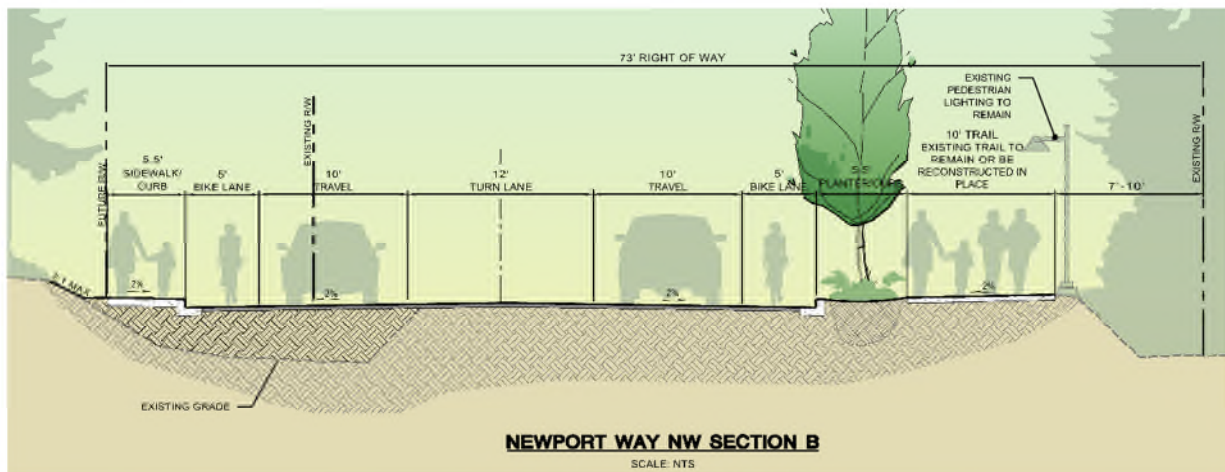
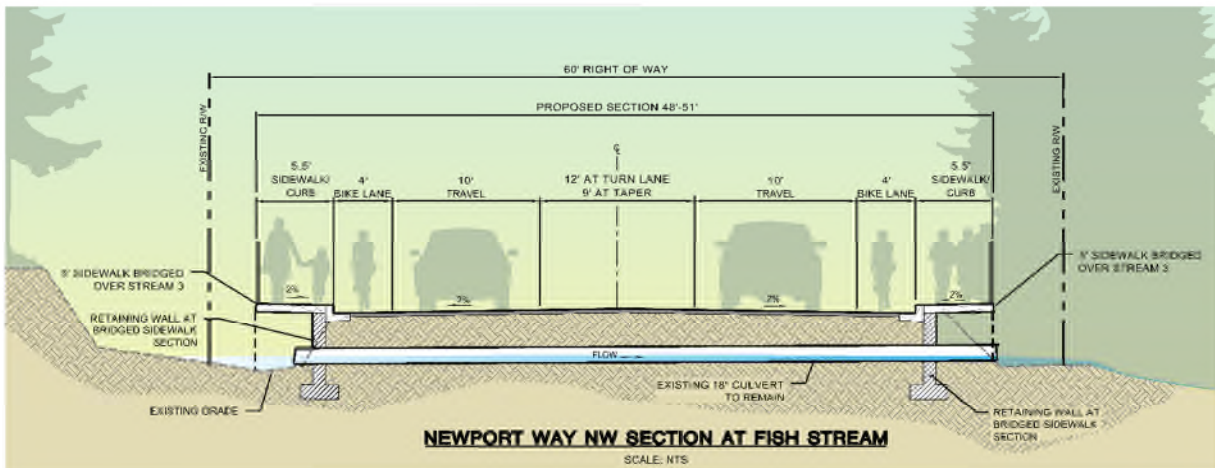
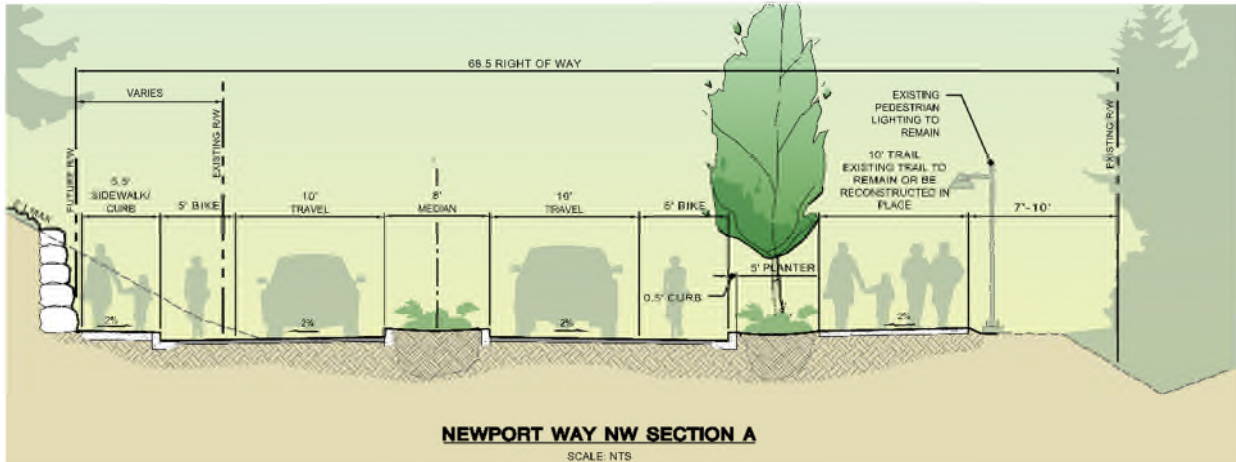


EXHIBIT 11

Newport Way Improvements



April 11th, 2017

