12302 96-427

May 2, 1996

GRAND RIDGE JOINT AGREEMENT

Among

KING COUNTY, WASHINGTON

and

CITY OF ISSAQUAH, WASHINGTON

and

GRAND RIDGE LIMITED PARTNERSHIP

and

GLACIER RIDGE LIMITED PARTNERSHIP

TABLE OF CONTENTS

1.				MUTUAL CONSIDERATION AND DEFINITIONS	3
	1.1			CONSIDERATION	3
	1.2			DEFINITIONS	3
2.				PROJECT ELEMENTS	6
	2.1			PROJECT LOCATION	6
	2.2			PROJECT ELEMENTS	6
		2.2.1		Outside Urban Growth Area	6
		2.2.1(a)		Rural Open Space	6
		2.2.1(b)		Rural Residential Development	6
		2.2.2		Within Urban Growth Area	6
		2.2.2(a)		City Urban Open Space	7
		2.2.2(b)		County UGA Open Space	7
		2.2.2(c)		Urban Development Area 1	7
		2.2.2(d)		Urban Development Area 2	7
		2.2.2(e)		Urban Development Area 3	7
		2.2.2(f)		Urban Development Area 4 (Quarry Area)	7
		2.2.2(g)		Expansion Areas	7
	2.3			ACREAGE CHART	8
3.				URBAN AREA	10
	3.1			URBAN DEVELOPMENT WITHIN CITY	10
	3.2			AFFORDABLE HOUSING	10
		3.2.1		Required Percentages	10
		3.2.2		Definitions	10
		3.2.3		Affordable Housing Development Standards	10
			3.2.3.1	All Parties	10
			3.2.3.2	City and Partnership	10
		3.2.4		Recorded Covenant	11
		3.2.5		Land Set Aside	11
		3.2.6		Phasing	12
	3.3			DESIGN GUIDELINES	12
	3.4			GRAND RIDGE COMMISSION	12
4.				OPEN SPACE AND RURAL AREA DEVELOPMENT	12
	4.1			OPEN SPACE	12
		4.1.1		Open Space Within the Annexation Area	12
			4.1.1.1	Open Space within the Annexation Area with uses limited to those authorized for Rural Open Space	13
			4.1.1.2	Active Area	13
		4.1.2		County Open Space	13
			4.1.2.1	Conservation Easements for County UGA Open Space and Rural Open Space, Including Conservation Area	13
			4.1.2.2	Fee Title Conveyance for Rural Open Space, Excluding Conservation Area	14
			4.1.2.3	Fee Title Conveyance for Conservation Area	14
			4.1.2.4	UGA Delineation	13
			4.1.2.5	Maintenance of Open Space Status	15
		4.1.3		Trail Corridors and Duthie Hill Park Access	15
			4.1.3.1	East-West Klahanie Trail Linkage	15

			4.1.3.2	Access to Duthie Hill Park and Regional Trail Corridor	15
			4.1.3.3	Locations, modifications and schedule	15
		4.1.4		General Conditions of Conveyance	15
			4.1.4.1	Conditions to Conveyances	16
			4.1.4.2	Method of Conveyance	16
			4.1.4.3	Matters of Record	16
	4.2			RURAL RESIDENTIAL DEVELOPMENT FOR NORTHEAST RURAL PARCEL	16
	4.3			RURAL RESIDENTIAL DEVELOPMENT FOR SOUTHEAST RURAL PARCEL	17
		4.3.1		Development Within SE Rural Project	17
		4.3.2		Timing of Application Revision and Review	18
		4.3.3		Maximum 40-Unit Development	18
		4.3.4		Dedication of Open Space if More than Fifteen (15) Residential Units	18
		4.3.5		Credit for Excess Dedication	19
		4.3.6		Development Standards	19
			4.3.6.1	Land Uses and Density	19
			4.3.6.2	Surface and Ground Water	19
			4.3.6.3	Sensitive Area Boundaries and Standards	19
			4.3.6.4	Clearing Standards	19
			4.3.6.5	On-site Sewage Systems and Water Standards	19
			4.3.6.6	Police and Fire Service	19
		4.3.7		Property Boundary Controls	20
		4.3.8		Access and Construction	20
			4.3.8.1	Western Access Easement and Road	20
			4.3.8.2	Eastern Access Easement and Drive	20
			4.3.8.2(a)	Covenant relating to Access and Utility Extensions	20
			4.3.8.2(b)	Construction Traffic Mitigation Plan	20
			4.3.8.2(c)	Covenant between the Partnership and the Grand Ridge Community Association	21
			4.3.8.3	Internal Drive/Rural Road	22
			4.3.8.4	Road Design Standards	22
			4.3.8.5	Road Vacation	22
		4.3.9		SEPA Compliance	22
5.				JOINT TRANSPORTATION IMPROVEMENTS	22
	5.1			TRANSPORTATION IMPROVEMENTS AND PHASING	22
		5.1.1		Phase I	23
		5.1.2		Phase II	23
		5.1.3		Phase III	23
	5.2			COMBINED PHASES	24
	5.3			EQUIVALENCY TO CONVERT STANDARD SINGLE FAMILY TO OTHER RESIDENTIAL USES	24
	5.4			ROAD DESIGN STANDARDS	25
	5.5			MASTER TRANSPORTATION FINANCING AGREEMENT	25
	5.6			TRANSIT	25
	5.7			BUDGET PROVISOS	25
6.				IMPLEMENTATION, ALTERNATIVES AND OTHER MATTERS	25
	6.1			ZONING	25
	6.2			EXISTING FIVE-ACRE SHORT PLAT APPLICATION	25

	6.3			COUNTY ANNEXATION SUPPORT	26
	6.4			DEVELOPMENT STANDARD CHANGES REQUIRING COUNTY APPROVAL	26
	6.5			COOPERATION	27
7.				GENERAL PROVISIONS	27
	7.1			GOVERNING LAW	27
	7.2			BINDING ON SUCCESSORS; ASSIGNMENT	27
		7.2.1		Binding	27
		7.2.2		Assignment	27
	7.3			RECORDING	28
	7.4			INTERPRETATION; SEVERABILITY	28
		7.4.1		Interpretation	28
		7.4.2		Severability	28
	7.5			AUTHORITY	28
	7.6			AMENDMENT	28
	7.7			EXHIBITS AND APPENDICES	29
	7.8			HEADINGS	29
	7.9			TIME OF ESSENCE	29
	7.10			INTEGRATION	29
	7.11			DISPUTE RESOLUTIONS	29
	7.12			AUTHORIZED AGENT	29
	7.13			TERM	30
	7.14			DEFAULT AND REMEDIES	30
	7.15			NO THIRD PARTY	30
	7.16			CONSTRUCTION	31
	7.17			NOTICE	31
	7.18			NO WAIVER	32
	7.19			INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND	32
	7.20			PROJECT STATUS STATEMENTS	33
	7.21			EXECUTION OF CONSERVATION EASEMENTS	33

EXHIBITS:

Exhibit 1	-	Property Legal Description
Exhibit 2	-	Area and Vicinity Map
Exhibit 3	-	Map A: ~~of~~ Major Land Use Components and Development Subareas; Map B: ~~of~~ Eastern Access Alternative; Map C: Access to Duthie Hill Park and Regional Trail Corridor

APPENDIX DOCUMENTS:

Appendix A	-	Grand Ridge Planning Goals and Commitments
Appendix B	-	Land Use Development Standards: Permitted Land Uses and Density; Dimension Standards and Land Use Categories; Definitions
Appendix C	-	Quarry Activity Standards
Appendix D	-	Stormwater Management and Ground Water Protection Development Standards
Appendix E	-	Metro Park & Ride Facility at Grand Ridge
Appendix F	-	Master Transportation Financing Agreement
Appendix G	-	Term Deed of Conservation Easement, Covenants, Obligations and Conditions [180 Acres]
Appendix H	-	Term Deed of Conservation and Trail Easement, Covenants, Obligations and Conditions [1,062 Acres]
Appendix I	-	Rural Area - Legal Description for SE Rural Parcel, Conservation Area, and Rural Residential Area
Appendix J	-	Rural Area - Sensitive Areas Development Standards
Appendix K	-	Rural Area - Land Uses and Density
Appendix L	-	Rural Area - Building Controls for Property Boundary Between County Land and SE Rural Parcel
Appendix M	-	Rural Area - Maps Generally Depicting Eastern and Western Access Easements (Including Temporary Construction Easement)
Appendix N	-	Rural Area - Road Design Standards

THIS JOINT AGREEMENT ("Agreement") is entered into effective the ____ day of _____, 1995, by and among KING COUNTY, a Washington home rule charter county ("County"), CITY OF ISSAQUAH, a Washington municipal corporation ("City") and THE GRAND RIDGE PARTNERSHIP (LIMITED PARTNERSHIP) and THE GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), both Washington limited partnerships (collectively the "Partnership").

WHEREAS, King County is a home rule charter county under the laws of the State of Washington with authority to enact laws and enter into agreements to promote health, safety and welfare of its citizens, including the approval of land use plans and development standards within unincorporated King County and designation and dedication of open space areas; and

WHEREAS, the City of Issaquah, is a noncharter optional municipal code city incorporated under the laws of the State of Washington, has authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby to control the use and development of property within its jurisdiction and to annex territory and specify zoning and development standards for annexed areas; and

WHEREAS, the Partnership is composed of The Grand Ridge Partnership (Limited Partnership) and The Glacier Ridge Partnership (Limited Partnership), which each owns their respective portion of the Grand Ridge Property as shown on Exhibit 1; and

WHEREAS, the Grand Ridge Project is an approximately 2,194 acre area of King County which is located within the East Sammamish Community Planning Area at the southern terminus of the Sammamish Plateau, northeast of the City of Issaquah, west of Fall City, north of Interstate 90 and southeast of Issaquah-Fall City Road; and

WHEREAS, the Grand Ridge Property has been planned and designated for urban, rural and open space uses in the County and City comprehensive plans; and

WHEREAS, the Grand Ridge project ("Project") is described in this Agreement and in a separate "Grand Ridge Annexation and Development Agreement" ("Annexation Agreement") covering the Urban Growth Area ("UGA") portion of the Project; and

WHEREAS, in keeping with the Growth Management Act's purpose of promoting wise use of land through interjurisdictional planning efforts, King County Countywide Planning Policies and Comprehensive Plans adopted by King County and the City of Issaquah encourage coordinated land use decision-making throughout incorporated and unincorporated areas of King County; and

WHEREAS, the coordination of land use decision-making involving large land areas, such as the Grand Ridge area, provides unique opportunities for significant County-wide benefit; and

WHEREAS, such coordinated decision-making offers the public and property owners unique opportunities to realize mutual benefits including preservation of open space, proponent contributions to major capital improvement needs, diversity in housing types and affordability, and establishment of a specific range and intensity of uses which maximize the responsible stewardship of lands within the County; and

WHEREAS, the County, City and Partnership have been cooperatively planning for appropriate land uses and infrastructure for the Grand Ridge area, consistent with the County and City comprehensive plans and development regulations; and

WHEREAS, King County's East Sammamish Community Plan provides that King County should encourage and support those annexation proposals which result in sufficient public service levels and will implement appropriate land use and environmental protection standards; and

WHEREAS, King County's East Sammamish Community Plan policies encourage preannexation planning agreements which address land use planning; transportation planning and mitigation; development standards and development review; surface water drainage and flood control; utilities planning and serve provision; affordable and fair share housing; historic preservation; parks, trails, wildlife corridors and open space; environmentally sensitive areas; identification of resource lands, critical areas and lands for public purposes; urban separators; financing of regional facilities and local urban services; impact fee collection; infrastructure deficiencies and distribution of tax revenue among service providers; and

WHEREAS, King County and the City have determined that such planning goals are appropriately reflected by the standards addressed herein; and

WHEREAS, parties to this agreement thus acknowledge that urban portions of the Grand Ridge Property are appropriate for annexation into the City of Issaquah under the terms of this Agreement; and

WHEREAS, State law acknowledges that potential for waste of public and private resources, unnecessary escalation in housing costs, and land use planning inefficiencies and disincentives can be readily avoided where appropriate assurances exist for property owners that land use policies and regulatory standards will remain in effect over the life of a proposed project. (See Development Agreement Statute, Ch. 347, 1995 Wash. Laws, Part V, §§ 501-06); and

WHEREAS, local governments are accordingly authorized by the Development Agreement Statute to enter into agreements with property owners setting forth standards and other provisions governing the use and development of real property for a specified timeframe; and

WHEREAS, upon carefully evaluating the range of potential development within the Grand Ridge area, the County and City have determined that standards set forth in this

agreement promote growth management and planning objectives including reasonably priced housing; innovative and sensitive land development with clustering, sensitive area preservation, and extensive areas of contiguous natural open space; efficient major infrastructure improvements, including the Sunset Interchange; creative solutions for housing, water conservation, traffic demand management; and creative mix of residential and commercial uses which further sustain area-wide economic vitality of the community; and

WHEREAS, land uses and infrastructure requirements established within this Agreement are consistent with applicable County and City development regulations; and

WHEREAS, the City and County agree that the extensive background and experience which the County has had reviewing grading permit matters associated with ongoing quarry mine operations in Development Area 4 as identified on Exhibit 3 to this Agreement support continuing County review of such applications within the City pursuant to the Interlocal Agreement Act, RCW 39.34, for the interim following annexation as provided by Appendix C.

NOW, THEREFORE, the County, the City and the Partnership do hereby agree as follows:

1. MUTUAL CONSIDERATION AND DEFINITIONS

1.1 CONSIDERATION

The parties acknowledge that they have diverse and potentially conflicting objectives with regard to the Property, and this Agreement is entered into to resolve those issues in a mutually beneficial way. The parties covenant to perform such acts as may be called for by this Agreement. In consideration of the mutual promises set forth herein, including, but not limited to, the County agreeing to support an annexation consistent with the terms of this Agreement, the City agreeing not to seek annexations inconsistent with the terms of this Agreement, the Partnership agreeing to develop the Property consistent with the terms of this Agreement, and the promises of the parties related to the transportation improvements described in Appendix F, the parties hereby mutually promise to be bound by the terms and conditions of this Agreement.

1.2 DEFINITIONS

"Agreement" means this joint agreement for the Grand Ridge Property entered into by the County, City and Partnership.

"Annexation Agreement" means the "Grand Ridge Annexation and Development Agreement" developed concurrently with and separately from this Agreement and entered into by the Partnership and the City to govern annexation and development of the UGA. The terms and conditions of the Annexation Agreement are not incorporated herein.

"Annexation Area" means the UGA except that portion designated as "County UGA Open Space".

"City" means the City of Issaquah, a code city.

"Conservation Area" means the 180 acres located within the SE Rural Parcel as described in Section 4.1.2 and shown on Exhibit 3 of this Agreement.

"County" means King County, a home rule charter county.

"County UGA Open Space" means the approximately 44 acres shown on Exhibit 3 and described in Section 2.2.2(b).

"Development Areas" means the urban Development Areas 1 through 4 as shown in Exhibit 3.

"Eastern Access" means that driveway, further described in Section 4.3.8, providing access limited to three residences from 280th Avenue SE to the eastern edge of the Rural Residential Area (the Eastern Access shall not include internal roads within the Rural Residential Area).

"Expansion Areas" means the approximately 94 acres of land outside of the Partnership ownership, some or all of which may be added to the Project boundaries as an expansion of Development Areas 3 and 4 as shown in Exhibit 3.

"Material Provision" means any provision in the Agreement which constitutes consideration of the Agreement, without which the Agreement would not have been made.

"Household" means one or more persons occupying a single dwelling.

"Northeast (NE) Rural Parcel" consists of approximately 35 acres as further described in Section 4.2.

"Open Space Uses" as used throughout this Agreement means uses that which would: (a) conserve and enhance natural or scenic resources; (b) protect streams or water supply; (c) promote conservation of soils, wetlands, beaches or tidal marshes; (d) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space; (e) enhance and or provide recreation opportunities, including a regional trail system and its support facilities; (f) preserve historic sites; or (g) retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use. Open Space uses shall be only those uses reserved to grantor or grantee in Appendix G and Appendix H.

"Partnership" means collectively The Grand Ridge Partnership (Limited Partnership) and The Glacier Ridge Partnership (Limited Partnership), which each owns their respective

portion of the Property described in Exhibit 1. Except for those responsibilities, liabilities and obligations that originate solely from a limited partnership's property ownership, the Grand Ridge and Glacier Ridge Limited Partnerships shall be jointly and severally liable for all Partnership obligations that arise hereunder.

"Project" means the urban, rural and open space development and uses proposed for the Property, and the 47-acre park site currently owned by the City and adjoining the Property, with the development standards and on the other terms, standards, and conditions set forth in this Agreement.

"Property" means the real property owned by the Partnership described on Exhibit 1, and any of the Expansion Areas which may be subjected to this Agreement through the criteria set forth in Section 2.2.2(~~f~~g). The definition of "Property" shall be deemed automatically to include all portions of the Expansion Areas which become subject to this Agreement.

"Rural Development Standards" shall mean the standards and requirements for development of the SE Rural Parcel as set forth in Section 4.3 of this Agreement.

"Rural Open Space" means the approximately 1,201 acres shown on Exhibit 3 (which includes 180 acres subject to a conservation easement surrounding the Rural Residential Area). described in Section 4.1.2.

"Rural Residential Area" means the approximately 150 acres within the SE Rural Parcel designated for up to 40 units as set forth in Section 4.3.

"Southeast (SE) Rural Parcel" means the approximately 330 acres including the Rural Residential Area (150 acres) and the Conservation Area (180 acres) as further described in Section 4.3.

"Urban Growth Area" or "UGA" means the portion of the Property located within the Urban Growth Area designated in the King County Comprehensive Plan and shown on Exhibit 3. The UGA portion of the Property (except the County UGA Open Space) is intended to be annexed into the City. The UGA portion shall automatically include any additions of the Expansion Areas described in Section 2.2.2(~~f~~g).

"Urban Open Space" means the approximately 276 acres to be annexed to and owned by the City and shown on Exhibit 3 and discussed in Section 4.1.1.

"Vested Date" shall mean, for the Grand Ridge Estates I short plats, the October 20, 1989 date upon which the Grand Ridge Estates I completed short plat applications were submitted to the County and, for the Grand Ridge Estates II short plats, the August 15, 1990 date upon which the Grand Ridge Estates II completed short plat applications were submitted to the County.

"Western Access" means that roadway, further described in Section 4.3.8, providing access from the eastern edge of the UGA portion of the Grand Ridge Property to the western edge of the 150 acre Rural Residential Area (the Western Access shall not include internal roads within the Rural Residential Area).

2. PROJECT ELEMENTS

2.1 PROJECT LOCATION

The Grand Ridge Project area consists of approximately 2,194 acres, which includes 2147.37 acres of Partnership land,and 47 acres previously conveyed to the City, plus a potential of approximately 94 additional acres of adjacent land shown on Exhibit 3, located north of and contiguous to the City of Issaquah. The Partnership property is legally described in Exhibit 1; ~~("Property")~~Legal Description. The ~~Vicinity and Area~~ Area and Vicinity Map ~~are~~is attached hereto as Exhibit 2.

2.2 PROJECT ELEMENTS

The Grand Ridge area is being master planned for a mix of public and private uses. The Project is composed of major use components as shown on Exhibit 3, described as follows:

2.2.1 Outside Urban Growth Area. The following Project areas are located in unincorporated King County outside of the UGA and are not intended for annexation under this Agreement:

(a) Rural Open Space. As more fully set forth in Section 4.1.2 below, King County shall receive fee title or conservation easements for 1,201 acres which the parties designate and will hold for passive open space uses. This total area consists of the following: (a) 1,021 acres for which first a conservation easement and later fee title shall be conveyed to King County, and (b) 180 acres surrounding the SE Rural Parcel denominated as the "Conservation Area" and shown on Exhibit 3, for which first a conservation easement shall be conveyed to King County and later fee title may be conveyed to King County. These combined areas of 1,201 acres are shown as "Rural Open Space" on Exhibit 3. (Road rights-of-way are not included in open space area calculations.)

(b) Rural Residential Development. Approximately 185 acres are designated for private rural residential development as follows: (i) NE Rural Parcel with approximately 35 acres and 7 lots; and (ii) Rural Residential Area within the SE Rural Parcel with approximately 150 acres and up to 40 lots. These rural residential development areas are mapped on Exhibit 3 and the uses, easements and other development standards are described in Section 4.2 and 4.3.

2.2.2 Within Urban Growth Area. The following Project areas are located in unincorporated King County within the UGA and all but the County UGA Open Space are intended for annexation into the City:

(a) City Urban Open Space. Approximately 276 acres shown on Exhibit 3 as "Urban Open Space" in the Urban Development Areas ~~1, 2 and 3~~ will be owned by the City. The 276 acres of Urban Open Space to be owned by the City includes approximately 229 acres to be deeded to the City by the Partnership and an additional 47 acres of designated park land already owned by the City. As further provided in Section 4.1.1.1, within the City's Urban Open Space, 174 acres (which may include the existing 47 acre park land) shall be limited to those uses authorized for the Rural Open Space pursuant to Appendix H through a conservation easement to be granted to King County. The remaining 102 acres of City Urban Open Space will be used for active recreation and related facilities, except up to 9 acres may be used for government services, utilities or facilities as determined by the City. The Urban Open Space is shown on Exhibit 3 and further discussed in Section 4.1.1.1. (Road rights-of-way are not included in the 174- acre conservation easement open space area.)

(b) County UGA Open Space. Approximately 44 acres shown on Exhibit 3 as "County UGA Open Space" to be owned by the County within the UGA and not annexed to the City.

(c) Urban Development Area 1. Urban Development Area 1 includes approximately 143 acres consisting of 10 Development Areas in 7 drainage sub-basins. This area is mapped on Exhibit 3 along the Eastern boundary of urban development and will include predominantly conventional single family detached residential as described in Appendices A and B.

(d) Urban Development Area 2. Urban Development Area 2 includes approximately 100 acres consisting of 9 Development Areas in 5 drainage sub-basins. This area is mapped on Exhibit 3 and is part of the residential core of Grand Ridge and will include a variety of residential types and densities ranging from mid to high density single family detached to single family attached and multifamily, as described in Appendices A and B.

(e) Urban Development Area 3. Urban Development Area 3 includes approximately 90 acres consisting of 9 Development Areas in 3 drainage sub-basins. This area is mapped on Exhibit 3 and is predominantly residential and focused on a mixed use "village green," as described in Appendices A and B.

(f) Urban Development Area 4 (Quarry Area). Urban Development Area 4 includes approximately 136 acres consisting of 10 Development Areas in 2 drainage sub-basins. This area is mapped on Exhibit 3 and is a predominantly commercial mixed use "urban village center," as described in Appendices A and B.

(g) Expansion Areas. Up to approximately 94 acres of land outside of the Partnership's ownership on the date of execution of this Agreement, as shown on Exhibit 3 and described in Exhibit 1, may be included within the Project boundaries upon meeting the following conditions: (i) mutual agreement by the parties (or the Partnership and the City after the effective date of annexation) to develop in a manner consistent with the land uses

and densities using the format shown in Appendix B; (ii) acquisition of the potential expansion area(s) by the Partnership or the agreement by the Partnership and those adjacent owners to subject those properties to the terms of this Agreement (if executed before annexation of the UGA by the City, the Agreement between the Partnership and adjacent owners shall be in a form acceptable to both the County and City; if executed after annexation of the UGA by the City, the agreement between the Partnership and adjacent owners shall be in a form acceptable to the City only); and (iii) annexation of the expansion area(s) to the City. These expansion areas are mapped on Exhibit 3 and extend Development Areas 3 and 4 to their natural topographic or drainage basin boundaries, and provide a stronger cohesion between these two village areas. To the extent an expansion area is not within the current UGA boundary, then its inclusion in the UGA shall comply with all applicable laws, including but not limited to any required County UGA approval and boundary adjustment provisions in the Comprehensive Plans of the County and City, including County Policy I-204 (regarding the provision of additional open space at a 4:1 rural to urban ratio), and be done prior to annexation.

2.3 Acreage Chart. The acres reflected in the following chart are estimates based on a geographic information system and are subject to change following more detailed study and survey, except that the combined County UGA Open Space, County Rural Open Space, and Conservation Area acres shall be no less than four times the combined acres in Urban Development Areas 1, 2 and 3.

PROJECT AREA	SUBTOTAL ACREAGE	AREA ACREAGE	TOTAL ACREAGE
I. RURAL AREA			
A. NE Rural Parcel		35.00	
B. SE Rural Parcel		150.00	
TOTAL			185.00
II. URBAN DEVELOPMENT AREAS (including ROW)			
A. Development Area #1	142.25		
B. Development Area #2	99.51		
C. Development Area #3	90.02		
D. Right of Way in 1, 2, 3	22.00		
Subtotal for 4:1 ratio calculation (353.78 x 4 = 1415.12 acres required for open space)		353.78	
E. Development Area #4 (including ROW)		135.58	
TOTAL			489.36
EXPANSION AREAS			
A. Lakeside North Parcel		18.97	
B. Lakeside South Parcel		4.36	
C. WSDOT Parcel		39.29	
D. DNR Parcel		21.01	
TOTAL			93.63
OPEN SPACE AREA			
A. County Rural Open Space			
1. County Rural Open Space (fee title)	1,020.73		
2. Conservation Area in SE Rural (easement)	180.00		
Subtotal		1200.73	
B. County Urban Open Space			
1. County UGA Open Space (fee title inside UGA line but not to be annexed)		43.56	
2. City's Conservation Easement for passive uses		173.93	
(Subtotal County Rural and Urban Open Space = 1,418.22)			
C. Active City uses (includes parks recreation, roads, utilities, water reservoir/tank, detention)		101.79	
TOTAL			1,520.01
GRAND TOTAL PROJECT AREA			**2,288.00**
GRAND TOTAL PROJECT AREA W/O EXPANSION AREAS			**2,194.37**

3. URBAN AREA

3.1 URBAN DEVELOPMENT WITHIN CITY

The Partnership agrees to petition, within 30 days of the effective date of this Agreement, the City for annexation of the UGA portion of the Grand Ridge Property, including the urban Development Areas and the Urban Open Space but excluding the County UGA Open space as shown on Exhibit 3. Upon annexation these areas will be developed under the jurisdiction of the City consistent with or exceeding the standards and service levels described in this Section 3 and Appendices A through D.

3.2 AFFORDABLE HOUSING

3.2.1 Required Percentages. Thirty Percent (30%) of the Project units to be developed within the City after annexation shall be affordable, comprised of ten percent (10%) of the units affordable to middle income households, ten percent (10%) of the units affordable to moderate income households and land set aside for at least ten percent (10%) of the units affordable to low-income households.

3.2.2 Definitions. "Middle", "moderate" and "low" income are defined as the respective income level measured against the applicable percentage for median income in King County: middle income category is 100% to 120%; moderate income category is 80% to 100%; and low income category is less than 80%. Median income and affordable monthly housing payments based upon a percentage of such income shall be determined annually by the County based upon King County median household income provided annually by the U.S. Department of Housing and Urban Development and indexed by household size using HUD guidelines.

3.2.3 Affordable Housing Development Standards.

3.2.3.1 All Parties. Before the earlier of (a) the first preliminary plat approval, (b) submittal of an application for the first building permit or site plan application for multi-family units or (c) the sale of any parcel proposed for affordable housing units within the Project, the City, County and the Partnership shall mutually agree to and the City shall adopt or revise development standards for affordable housing that address the following unresolved affordable housing issues:(i) maximum house prices and rents; (ii) length of time that housing must remain affordable; (iii) procedures for reporting, and monitoring provisions for affordable units. The parties agree that time is of the essence in reaching agreement on development standards for affordable housing.

3.2.3.2 City and Partnership. No later than the time provided in the preceding Section, the City and the Partnership shall agree to, after consultation with the County, and the City shall adopt development standards for affordable housing that address the following unresolved housing issues: (a)the location of affordable housing within the Project, balancing the goals of integrating affordable housing with other housing in the Project and locating

affordable units close to transit; (b)the location and planned density of a land set aside for low-income housing development; (c)procedures and timing for establishing a set aside of land for development of low-income housing, and procedures for seeking development proposals; (d) procedures for tracking the number of affordable housing units provided as the Project is developed, and (e) for low income housing, the specific terms of the set-aside, determination of fair market value of the parcels or lots for acquisition and other matters to close any acquisition.

3.2.4 Recorded Covenant. The affordable housing development standards to be adopted or revised under Section 3.2.3 shall be incorporated into a specific housing covenant between the Partnership and the City (and the builder of the affordable housing if known) that sets forth all terms and conditions of the affordable housing obligation for each specific parcel which is to contain affordable housing. The housing covenant shall be recorded against the parcel to contain affordable housing prior to or concurrent with the earlier of any of the following: (a) final plat approval for each plat proposed to contain affordable housing units; (b) issuance of a building permit or site plan approval for parcels proposed to contain affordable multi-family units; or (c) sale of any plat or parcel proposed for affordable housing units. Consistent with the above provisions, the Partnerships and City (and any builder if known) may amend the covenant where the City in good faith determines the changes carry out the intent of providing affordable housing as part of the Project.

3.2.5 Land Set Aside. The Partnership shall be obligated to provide the low-income housing only to the extent funds available from sources other than the Partnership for such housing are made available to the Partnership for the cost of constructing and occupying such housing. To provide the County, City and other entities the opportunity to secure full funding, the Partnership is required to set aside sufficient land for the low-income housing units in those plats and multi-family parcels containing land proposed for low-income housing for a period of up to five (5) years as follows: (a) after final plat approval for each plat, or (b) after creation of any multi-family parcel. At the time the land set-aside is established, the City shall provide written notification to non-profit housing agencies and potential housing funders, such as A Regional Coalition for Housing (ARCH) and King County, for the purpose of soliciting development proposals. Priority shall be given to development proposals that provide housing affordable to low income households below 50% of median income. If at the end of said five (5) years full funding is not available for any of the low income housing units which the Partnership had designated for that plat or parcel, then one or more of the following shall apply (i) The Partnership shall agree to sell only a portion of the land to any entity to construct a portion of the low-income housing if only a portion of the necessary funds are available. (ii) The Partnership may agree to build some or all of the low income housing units using available funds and any supplemental funds the Partnership may elect to contribute to existing available funds The Partnership shall consider reasonable proposals to purchase a portion or portions of set-aside land from any entity who agrees to construct and operate low-income housing. (iii) If no agreement for partial sale or construction under (i) or (ii) is reached, then the land in that respective plat or multi-family parcel shall no longer be set aside for low income housing and the Partnership's requirement for the "moderate" income housing category shall be increased by the number of units which otherwise would have been

low income housing units. Any agreement under (i) or (ii) of the preceding sentence shall describe the extent to which any unfunded and unbuilt low-income housing units shall be added to the Partnership's obligation to provide "moderate" income housing category.

3.2.6 Phasing. The affordable housing specified in this Section 3.2 shall be provided as follows: 10% of units in Phase I shall be affordable to low, moderate or middle income households; the remainder of the required affordable housing for the urban development shall be provided in Phase II.

3.3 DESIGN GUIDELINES

The "Grand Ridge Planning Goals and Commitments" set forth in Appendix A shall provide policy guidance to the Grand Ridge Commission referenced in Section 3.4 and the City for the development and adoption of design guidelines applicable to the UGA portion of the Grand Ridge Project.

3.4 GRAND RIDGE COMMISSION

The City is establishing a Grand Ridge Commission pursuant to the Annexation Agreement to adopt design guidelines and review various land use matters within the UGA portion of the Grand Ridge Project. Until recording of the first final plat, the County Executive shall have the right to submit a candidate to sit on the Grand Ridge Commission, subject to confirmation by the Mayor and Issaquah City Council, which shall not be unreasonably withheld. The County Executive's candidate shall be nominated without regard to political affiliation, and no compensation shall be paid to the commissioner.

4. OPEN SPACE AND RURAL AREA DEVELOPMENT

4.1 OPEN SPACE

4.1.1 Open Space Within the Annexation Area The Project includes 275.72 acres of open space within the Annexation Area, including approximately 47.62 acres previously conveyed by Grand Ridge to the City.

Upon the effective date of annexation, provided that said date is within 20 years of the effective date of this Agreement, the Partnership shall convey conservation easements to the City and to the County covering approximately 228 acres of the Property designated "Urban Open Space" on Exhibit 3 inside the UGA, consistent with Section 2.2.2(a). Said conservation easements shall limit use of said property to those uses authorized in the Rural Open Space pursuant to Appendix H. Thereafter, upon receiving ~~final~~ approval by the City for the first ~~final~~ preliminary plat or commercial, retail or residential building permit within the Project, if said approval occurs within 20 years of the effective date of this Agreement, the conservation easement granted to the City and County for the Urban Open Space shall be replaced by the Partnership's conveyance of fee title to the Property, subject to a conservation easement conveyed by the City to the County as set forth in Section 4.1.1.1 below.

The parties recognize that fee title to some or all of the Urban Open Space may be

conveyed to the City. Notwithstanding conveyance of fee title to the City, there shall be no merger of the conservation easement created herein, and the uses, limitations and other terms of the easement shall continue to be enforceable thereafter.

4.1.1.1 Open Space within the Annexation Area with uses limited to those authorized for Rural Open Space.

Within the total 275.72 acres owned or to be owned by the City, not less than 173.93 acres shall be subject to a conservation easement granted in favor of King County, allowing only those uses authorized for the Rural Open Space pursuant to Appendix H. The parties acknowledge the final location and configuration of the 173.93 acres subject to the conservation easement may not be determined until the City completes its park and open space plan for the Annexation Area. The City shall have the right from time to time to remove all acreage in excess of the 173.93 acres required to be limited to Rural Open Space uses, so long as the remaining open space within the conservation easement meets the following criteria: (a) the open space is connected to one or more larger, contiguous open-space areas to the extent reasonably possible, (b) the open space integrates to the extent reasonably possible the County' UGA Open Space and the Rural Open Space and (c) the open space provides appropriate connections to the urban Development Areas and active park areas within the Annexation Area. The conservation easement shall specify the procedures for the City's removing excess acreage to achieve the 173.93 acres to be subject to the conservation easement.

4.1.1.2 Active Area. Within the 275.72 acres owned or to be owned by the City after the conveyances described in Section 4.1.1, 101.79 acres may be used for active recreation and related facilities, except that up to nine (9) acres within this remaining area may be used for governmental services, utilities and facilities as determined by the City. Active recreation uses may include parks, play fields, community gardens, tot lots, focal landscape areas, ponds, lakes, swales, infiltration areas which enhance the community and protect the natural surface and subsurface hydrology, access roads, utilities, pump stations and transmission facilities, power transformers and small scale structures and associated parking. The City's active recreational and institutional uses shall be developed, maintained or used in a manner consistent with the Grand Ridge design guidelines. The intent is that the City's uses will not adversely affect residential uses due to traffic, noise, odor, safety or other impacts. The City will adopt a plan to carry out this intent including screening, lighting of fields, and controlling sound amplification, parking and other impacts which may be associated with the City's development of the Urban Open Space. The City obligations shall be included in recorded covenants or deed provisions when the open space is conveyed to the City.

4.1.2 County Open Space. The County shall receive an interest in 1,418.22 acres of open space as follows:

4.1.2.1 Conservation Easements for County UGA Open Space and Rural Open Space, Including Conservation Area. Upon the effective date of annexation, provided that said date is within twenty years of the effective date of this Agreement, the

Partnership shall grant separate conservation easements to the County covering (a) 43.56 acres within the County UGA Open Space and 1020.73 acres within the Rural Open Space and (b) 180 acres of the Conservation Area in accordance with the conservation easements attached hereto as Appendices H and G, respectively. For the 180-acre Conservation Area only, the Partnership shall grant the conservation easement to the County upon the earlier of either issuance of the first building permit or approval of any ~~final~~ preliminary plat or short plat within the Rural Residential Area or annexation.

4.1.2.2 Fee Title Conveyance for Rural Open Space, Excluding Conservation Area. Upon approval by the City of the Project's first ~~final~~ preliminary plat or commercial, retail, or residential building permit, if said approval occurs within 20 years of the effective date of this Agreement, the Partnership shall convey to the County fee title to the 43.56 acres of the County UGA Open Space and the 1020.73 acres of the Rural Open Space which excludes the Conservation Area, as each is shown on Exhibit 3. The use limitations as defined in Appendix H shall continue to apply to these areas following fee title conveyance, and shall be enforceable by the Partnership or its successors and assigns, as described in Appendix H. ~~and shall be included in recorded covenants and deed provisions when the open space is conveyed to the County.~~

4.1.2.3 Fee Title Conveyance for Conservation Area. For each residential Unit within the Rural Residential Area in excess of fifteen (15), the Partnership shall convey to the County fee title to 7.2 acres of the Conservation Area. This conveyance shall occur at the time the County issues a building permit for any unit in excess of 15. The parties agree that such conveyance is reasonably necessary to mitigate direct impacts of associated development. In conveying fee title to the County, the Partnership shall reserve for itself and successors easements for the Western Access and Eastern Access to serve the Rural Residential Area and the conveyance shall be subject also to existing utility easements and other exceptions approved by the parties as set forth hereinafter, except the Partnership shall pay and discharge any mortgages, liens, or other encumbrances which reflect an obligation to pay money; provided, the reservation of easements for Western Access and Eastern Access shall be conditioned upon the Partnership's conveying fee title to the County an area within the Conservation Area which is contiguous to and integrates with the Rural Open Space and is equal in size to the paved surface and shoulder of the Western Access. The portions of the Conservation Area conveyed to the County under this Section 4.1.2.3 shall be selected by the Partnership, subject to the condition that such area(s) be contiguous to and integrate with the Rural Open Space owned by or granted by easement to the County. The County shall cooperate with the Partnership in creating legally conveyable parcels within the Conservation Area, including but not limited to not unreasonably withholding approval for any required lot line adjustments, short plats, plats, or other approvals. The use limitations defined in Appendix G shall continue to apply to this area following fee title conveyance, and shall be enforceable by the Partnership or its successors and assigns, as described in Appendix H ~~and shall be included in recorded covenants and deed provisions when the open space is conveyed to County;~~ except that the Partnership shall have no right to exclude or limit public access; or to post signs, monitor or conduct surveillance; or to install fencing or other barriers on the conveyed property.

4.1.2.4 UGA Delineation. The boundary between the two County open space areas (i.e., the County UGA Open Space and Rural Open Space) and the Urban Open Space shall be clearly marked and verified in the field by the Partnership prior to any clearing or grading of areas in the vicinity of the boundary between those open space areas.

4.1.2.5 Maintenance of Open Space Status. Except for those permitted uses set forth in Appendices G and H, the Partnership agrees not to undertake changes within the County UGA Open Space or the Rural Open Space, including the Conservation Area, between the execution of this agreement and the effective date of annexation or development within the Rural Residential Area.

4.1.3 Trail Corridors and Duthie Hill Park Access

4.1.3.1 East-West Klahanie Trail Linkage. The Partnership shall convey a conservation easement to the County to property sufficient to provide a 35-foot trail corridor along the north margin of the Issaquah-Fall City Road, as measured perpendicular to the north right-of-way margin of the road. The corridor shall run from the intersection of Issaquah-Fall City Road and Duthie Hill Road and easterly to the trail and vehicular access to Duthie Hill Park as described in Section 4.1.3.2. In addition, if necessary to provide an uninterrupted east-west linkage of the regional trail corridors, the Partnership shall also convey fee title to the County to property sufficient to provide a 15-foot trail corridor along the south margin of the Issaquah-Fall City Road linking the north/south trail segment in the Rural Open Space to the alignment of the trail easement and road access to Duthie Hill Park. This corridor shall be measured perpendicular to the south right-of-way margin of the road and align with the fee title trail and vehicular access to Duthie Hill Park as described in Section 4.1.3.2. and connect to the east with the soft-surface regional trail in the Rural Open Space south of Issaquah-Fall City Road.

4.1.3.2 Access to Duthie Hill Park and Regional Trail Corridor. The Partnership shall convey fee title to the County to property sufficient to provide a 310-foot corridor to provide for development of a road for vehicular access to Duthie Hill Park, the multi-purpose regional trail corridor and buffers from the residential lots. The corridor will be in the area described by an expired easement originally conveyed to King County August 16, 1989 for access to Duthie Hill Park. The County will use its best efforts to locate and screen the trail corridor in a manner that minimizes the impact on the adjacent residential lots. The Partnership may retain an easement for ingress, egress and utilities to serve three proposed residential units adjacent to the property conveyed to the County. Development of the Park access road shall be at the County's expense. Development of additional road required access to the residential units shall be at the Partnership's expense. Development for utilities to serve the residential units shall be at the Partnership's expense.

4.1.3.3 Locations, modifications and schedule. The properties to be conveyed under Sections 4.1.3.1 and 4.1.3.2 are shown on Exhibit 3 ~~(e)~~, Map C. The parties acknowledge that, based on more detailed site information, locations of the corridors and

access may require some modification, provided that the residential lots in the NE Rural Parcel may not encroach into the Rural Open Space more than an equivalent area of Duthie Hill Park Access Corridor as a result of the conveying of fee title to the County. The Partnership shall obtain the County's approval for any modifications. The properties shall be conveyed ~~if and when a contract is let for construction of the full Sunset Interchange during the term of this Agreement~~ upon annexation of the UGA Property to the City of Issaquah.

4.1.4 General Conditions of Conveyance.

4.1.4.1 Conditions to Conveyances. The County and City each hereby agree to accept title to the conservation easement and fee title consistent with the terms of this Agreement. The conveyances shall include appropriate restrictions so the County UGA Open Space, Rural Open Space, the Conservation Area, and that portion of the Urban Open Space limited to Rural Open Space uses are maintained as permanent open space, consistent with the use provisions of this Agreement and enforceable by each of the parties to this Agreement. The conveyance for the trail corridors and park access corridor shall include appropriate restrictions so their uses as trails and park access, respectively, are maintained.

4.1.4.2 Method of Conveyance. The parties acknowledge portions of the Property are currently taxed as forest lands under RCW Ch. 84.33, and portions which are to remain as permanent open space under this Agreement may be eligible for exemption from tax recapture. The parties shall cooperate in the form and method of conveyance and/or reclassification under RCW 84.34 as open space to qualify for appropriate exemptions from tax recapture for the land to be permanently conveyed and held by the County and City, as open space, subject to compliance with state or other laws applicable to exemptions.

4.1.4.3 Matters of Record. The open space, trail corridors and the park access corridor to be owned by the County and the open space to be owned by the City shall be conveyed subject to covenants, easements and reservations contemplated by this Agreement, including deed restrictions enforceable by the grantor to limit those area to the uses or other use restrictions set forth in this Agreement, and subject also to existing utility easements and other exceptions approved both the parties as set forth hereinafter based upon the title report, except the Partnership shall pay and discharge any mortgages, liens or other encumbrances which reflect an obligation to pay money prior to conveyance of conservation easements.

4.2 RURAL RESIDENTIAL DEVELOPMENT FOR NORTHEAST RURAL PARCEL

The NE Rural Parcel as shown on Exhibit 3 of the Agreement consists of approximately thirty-five (35) acres and seven (7) proposed residential lots. These seven lots may be created through revisions to pending short plat applications for Grand Ridge Estates I which include the 35 acres for the NE Rural Parcel as follows: King County short plat nos. S90S0247 and S90S249 through 52 (short plat nos. 37, 39, 40, 41 and 42 of Grand

Ridge Estates I). Applications for the seven lots are vested under the development standards applicable on the Vested Date. Development of seven lots within the NE Rural Parcel is included within the scope and analyzed in the Grand Ridge EIS.

To implement the County planning goals expressed by the environmental protection, open space provisions and design and development goals provided in this Agreement, the County hereby requests the Partnership revise the pending short plat applications for the NE Rural Parcel to provide for clustering of the lots within that area and to limit the number of proposed residential lots within this area to a maximum of seven (7). The revised short plat application shall be reviewed pursuant to applicable code and appeal procedures. In addition the revised short plat applications shall comply with the development standards in effect on the Vested Date, except that the "Stormwater Management and Ground Water Protection Development Standards," "Sensitive Areas Development Standards" and "Land Use Development Standards" shall apply to and govern development, as set forth respectively in Appendices D, J and K to this Agreement. Water service may be provided by the East Sammamish Sewer and Water District or by private wells.

Notwithstanding this or any other provision of this Agreement, King County reserves the authority to impose new or different regulations to the extent required by a serious threat to public health or safety.

4.3 RURAL RESIDENTIAL DEVELOPMENT FOR SOUTHEAST RURAL PARCEL

The SE Rural Parcel as shown on Exhibit 3 of the Agreement consists of approximately 330 acres. Within the SE Rural Parcel, the 150 acres shown in Exhibit 3 is defined as the "Rural Residential Area" and designated for construction and development of up to 40 single family units subject to the procedures and development standards set forth herein. The 180 acre Conservation Area shown on Exhibit 3 is designated for uses as set forth in Appendix G.

4.3.1 Development Within SE Rural Parcel. The Partnership has submitted short plat applications on the Vested Date for Grand Ridge I (File Nos. S90050231-S90050246) and Grand Ridge II (File Nos. S90050298, S90050300-319), along with other parts of the Partnership's Property, at the density of one unit per five acres. To implement the County planning goals expressed by the environmental protections, open space provisions and design and development goals provided for in this Agreement, the County hereby requests the Partnership revise the pending short plat applications for the SE Rural Parcel.

The Partnership shall have the right to have pending revised short plat applications reviewed under the applicable King County Codes in effect on the Vested Date; provided, that (a) lots within the Rural Residential Area are clustered; (b) the potential maximum number of units is reduced from 66 to 40 (330 acres at 1 unit/5 acres); (c) the conservation easement and applicable fee title conveyance requirements are satisfied for the 180-acre Conservation Area; and (d) development complies with Rural Development Standards set forth in Section 4.3.6.

As an alternative to proceeding under vested short plat applications, the Partnership may seek to develop the SE Rural Area under the terms set forth in this Agreement through submittal of new development applications. The Partnership shall have the right to have such new development applications reviewed under the applicable King County Codes in effect on the effective date of this Agreement; provided that any such new development applications are submitted to the County within ten (10) years from the effective date of this Agreement; and provided that (a) the potential maximum number of units is reduced from 66 to 40 (330 acres at 1 unit/5 acres); (b) the conservation easement and applicable fee title conveyance requirements are satisfied for the 180-acre Conservation Area ; and (c) development complies with Rural Development Standards set forth in Section 4.3.6.

Notwithstanding this or any other provision of this Agreement, King County reserves the authority to impose new or different regulations to the extent required by a serious threat to public health or safety.

The agreements in Section 4.3. are based upon the Partnership's agreement to establish more stringent development standards than otherwise would be applicable under regulations in effect, and upon the Partnership's conveyance of (a) conservation easements and fee title to the 1245.5 acres of Rural Open Space as provided in Section 4.1.2, and (b) the conservation easement to the County for the 173.93 acre Urban Open Space area as provided in Section 4.1.1.

4.3.2 Timing of Application Revision and Review. When the Partnership determines to proceed with revised short plat applications or new development applications for development of the Rural Residential Area in accordance with this Agreement, it shall notify the Director of King County's Department of Development and Environmental Services or its successor not less than one (1) month prior to the Partnership's submittal of the short plats covering the Rural Residential Area. Upon receiving such advance notice, representatives of the Department and the Partnership shall meet to discuss processing such applications. The schedule for approvals shall meet the timelines of Chapter 347, 1995 Wash. Laws (generally 120 days), but the County and applicant may negotiate priority processing through appropriate payment of overtime or other special processing fees.

4.3.3 Maximum 40-Unit Development. The Partnership shall have the right to develop up to forty (40) residential units within the Rural Residential Area pursuant to the terms of this Agreement. So long as the Partnership constructs no more than 15 residential units within the Rural Residential Area, the Partnership shall continue to own fee title to the Conservation Area, subject to the County's beneficial interest in the Conservation Easement.

4.3.4 Dedication of Open Space if More Than Fifteen (15) Residential Units. For each residential unit in excess of fifteen (15), the Partnership shall convey to the County fee title to 7.2 acres of the Conservation Area as provided for in Section 4.1.2.3. The conveyance obligation shall be expressly stated as a condition of short plat approval. Development rights attributable to the Conservation Area conveyed to the County shall be retained by the Partnership and transferred to the Rural Residential Area consistent with Section 4.3.3.

4.3.5 Credit for Excess Dedication. If the Partnership conveys to the County portions of the Conservation Area in excess of the 7.2 acres per residential unit ratio under Section 4.3.4, then such excess area shall be credited against the Partnership's future obligation to convey to the County portions of the Conservation Area in connection with development of additional residential units. However, should the Partnership elect to convey in excess of the 7.2-acre ratio, the County shall neither be compelled to grant development in excess of the units allowed under Section 4.3.3, nor shall the County be required to convey any excess back to the Partnership should no additional units be allowed.

4.3.6 Development Standards. The Rural Development Standards applicable to the SE Rural Parcel are defined and established in the following sections. These standards have been reviewed by the County and have been determined to be consistent with applicable development regulations in effect on the effective date of this Agreement.

4.3.6.1 Land Uses and Density. The rural land uses and density standards are set forth in Appendix K.

4.3.6.2 Surface and Ground Water. The surface and groundwater regulations are set forth in the Stormwater Management and Ground Water Protection Development Standards as set forth in Appendix D.

4.3.6.3 Sensitive Area Boundaries and Standards. The sensitive area standards, uses and boundaries within the Rural Residential Area are set forth in Appendix J.

4.3.6.4 Clearing Standards. For purposes of applying the clearing restrictions of the Issaquah Basin Plan in Ordinance 11886 , the 35% clearing limitation shall apply to and be measured against the 150 acre Rural Residential Area.

4.3.6.5 On-site Sewage Systems and Water Standards The on-site sewerage service for the Rural Residential Area shall be as set forth in The Code of King County Board of Health, Title 13, Rules and Regulations No. 3, King County Sewage Regulations, in effect for rural short plats on the effective date of this Agreement. Water shall be provided by the City of Issaquah when there are more than five residential units, and may be provided from wells or other sources or by the City for less than five residential units upon mutual agreement by the City and Partnership. City responsibility for extension and operation of the rural water line terminates at the Annexation Area. The water line shall be limited to the 40 residential units within the Rural Residential Area and shall not be used to serve any properties outside of the SE Rural Parcel even if the full 40 units are not built within the Rural Residential Area. No public sewer shall be extended from the SE Rural Parcel or UGA to serve properties east of Grand Ridge.

4.3.6.6 Police and Fire Service. Before completion of the Western Access , King County shall provide police service to the SE Rural Parcel. After completion of the Western Access , the City may negotiate with the County for City provision of police service to the Rural Residential Area The City may also seek to negotiate with Fire District

10 to provide fire and emergency service to the Rural Residential Area. The City will not provide police services for the Conservation Area. Compensation for police and/or fire services will be determined at the time of negotiation.

4.3.7 Property Boundary Controls. The County and Partnership have established control mechanisms for the boundary between the SE Rural Parcel and the adjoining County- controlled Rural Open Space. These control mechanisms are set forth in the Appendix G Conservation Easement and operate as a reserved right of the Partnership to control access to the SE Rural Parcel during the period that the Conservation Area is subject to said Conservation Easement. Upon conveyance to King County of fee title to portions of the Conservation Area in accordance with the provisions of this Agreement, no such reservation of right concerning boundary controls shall be applicable to the portions where fee title is conveyed to the County. These control mechanisms are to be located only in unincorporated King County and the City has not reviewed or approved them. The City shall have no responsibility for these mechanisms or their implementation.

4.3.8 Access and Construction. Access to the SE Rural Parcel through the Conservation Area shall be established and continuously provided as follows:

4.3.8.1 Western Access Easement and Road. Upon the Partnership's conveyance of the Rural Open Space to the County under Section 4.1.2.2 of the Agreement, the Partnership shall reserve for the benefit of itself, its successors and assigns, a forty foot perpetual easement for vehicular and pedestrian access (i.e. Western Access) and utility service to up to 40 residential units (and temporary construction easement). The location of these easements is generally depicted in Appendix M, and the precise location of these easements shall be determined as part of the County's clearing and grading permit review for construction of the Western Access. The easement rights shall include the right to construct, maintain, reconstruct, repair and operate a driveway or road, trails, paths, and utility lines and facilities to serve the Rural Residential Area within those areas specifically delineated through the County's clearing and grading permit approval if the location of the easement and road bisects the County's regional trail at any point the partnership shall grant the County a crossing easement or exemption prior to and as a condition of such approval . The Partnership and County may mutually agree to establish the Western Access as a public County road. Following completion of Western Access construction, the Partnership shall restore the construction easement area to its preconstruction condition to the extent feasible. The Partnership has submitted an application for and the County is processing a road standard variance consistent with the road standards identified in Appendix N.

4.3.8.2 Eastern Access Easement and Drive. If the Partnership conveys to the County portions of the Conservation Area under Section 4.1.2.3, then the Partnership shall reserve for the benefit of itself, its successors and assigns, a twenty three foot perpetual easement for vehicular and pedestrian access (i.e. Eastern Access) and utilities to no more than three residential units (and temporary construction easement). The location of these easements is generally depicted in Appendix M, and the precise location of these easements shall be determined as part of the County's clearing and grading permit review for construction of the Eastern Access. If four or more residential units are built within the Rural

Residential Area, then the Partnership shall install a gate or other barrier to limit permanent access through the Eastern Access to no more than three residential units. The easement rights shall include the right to construct, maintain, reconstruct, repair and operate a driveway, trail, path and utilities to serve no more than three residential units in the Rural Residential Area. Following completion of Eastern Access construction, the Partnership shall restore the construction easement area to its preconstruction condition to the extent feasible. The Partnership has submitted an application for and the County is processing a road standard variance consistent with the road standards identified in Appendix N. As further mitigation for the Eastern Access , the Partnership and County shall implement the following:

(a) Covenant relating to Access and Utility Extensions. The owner of the SE Rural Parcel shall record a covenant to be approved by the County and enforceable by the County and the Grand Ridge Community Association, a nonprofit corporation representing the interested residents using 280th Avenue SE containing the limitation that (i) no more than three residences are permitted to use 280th Avenue SE for access, (ii) construction traffic using 280th Avenue SE shall be limited to the construction of the Eastern Access and construction related to the three residences, and (iii) construction of the Western Access and construction of and access to any lots or homes developed in the Rural Residential Area in excess of the three residences shall use the Western Access, and (iv) no public sewer or water service shall be extended from the SE Rural Parcel or UGA to serve properties east of Grand Ridge. The covenant shall designate a method(s) of verification that these limitations are being met. The covenant shall also provide that the County shall not approve more than three residences until the property owner proposes, and the County approves, methods to limit access from the Eastern Access to SE 280th, which may include electronic controls. The covenant shall be recorded prior to any clearing or construction of the Eastern Access or the three residences.

(b) Construction Traffic Mitigation Plan. Prior to any clearing or construction of the Eastern Access or issuance of a building permit for the three residences, and as a condition for issuance of a building permit, the owner of the SE Rural Parcel shall obtain County approval for a construction traffic mitigation plan after consultation with the Grand Ridge Community Association.. The plan may include hours of operation, best management practices, traffic controls or personnel, signage or other measures determined necessary for safe and efficient use by existing residents using 280th SE. In the event the construction traffic mitigation plan identifies physical improvements necessary for 280th SE, the owner shall participate in providing those improvements.

(c) Covenant between the Partnership and the Grand Ridge Community Association. No Eastern Access shall be allowed until a covenant is approved by the Partnership and the Grand Ridge Community Association and recorded on title to the property. The covenant shall be substantially in the form of those parties' settlement agreement dated December 15, 1995, subject to the resolution of the following issues: (1) how to provide for dispute resolution and remedies for any violations of the covenant; and (2) the use of the Eastern Access for more than three residences if 280th SE is upgraded. If they are not resolved by January 12, 1996, the issues shall be presented to the county council for

resolution.

4.3.8.3 Internal Drive/Rural Road. The road design standards for internal access within the 150-acre Rural Residential Area are set forth in Appendix N, but the road location and layout shown in Appendices J and M are conceptual only. Final road location and layout will be established through the County's clearing and grading permit review or through the plat/short plat or other permit process.

4.3.8.4 Road Design Standards. The road design standards for the Western Access and Eastern Access are shown in Appendix N. The Western Access has an initial design standard to serve up to three (3) residential units, and for service to more than three (3) residential units either the County can require or the Partnership may elect to widen the installed Western Access as shown in Appendix N. The Partnership shall implement the control measures and mitigations as described in Appendix L for the intersection of the proposed County trail with the Western Access. The road standards, including the paved surface requirements, have been established to minimize impacts on the Rural Open Space by maintaining narrow crossings.

4.3.8.5 Road Vacation. The Partnership and the County acknowledge that a portion of the Eastern Access may be located on an existing County right-of-way known as the "High Point Refuse Access Road" and shown on Appendix M. If so located, the Partnership will submit a petition for vacation of this portion of the right-of-way, and the County agrees to process this petition expeditiously.

4.3.9 SEPA Compliance. Environmental review for the development of the SE Rural Parcel as described in this Section 4.3 is included within the Grand Ridge EIS prepared in conjunction with this Agreement. Upon receiving an application for a permit associated with development of the Western Access, Eastern Access or the Rural Residential Area, the County's responsible SEPA official shall determine whether supplemental environmental review for the application is required pursuant to WAC 197-11-600 either due to any substantial change from the proposal which was considered in the EIS or in light of new information regarding probable significant impacts of the proposal which were not covered in the existing environmental documents. Absent any such change or new information, permit applications for development shall not require further environmental review.

5. JOINT TRANSPORTATION IMPROVEMENTS

5.1 TRANSPORTATION IMPROVEMENTS AND PHASING

The UGA portion of the Project development shall be phased with transportation improvements in accordance with the following phases. The number of residential units and square footage of retail and commercial development allowable within each phase includes, and is not in addition to, that specified in prior phases.

5.1.1 Phase I. Phase I shall consist of: (a) one hundred single-family residential units without improvements to Black Nugget Road or other roads; or (b). final plat approval for 540 single-family residential units upon the Partnership's completing construction, or posting with the County a two-year financial guarantee instrument in an amount and form acceptable to the County which guarantees construction, of the following Phase I road improvements, provided that no occupancy shall be allowed for such single family residential units until the Partnership completes construction of the following Phase I road improvements; and issuance of a certificate of occupancy for commercial or multifamily development for up to 250,000 square feet of commercial uses, and 50,000 square feet of retail uses upon the Partnership's completing construction of the following Phase I road improvements:

(i) Black Nugget Road improved to neighborhood collector standards, per King County Road Standards, with the County to decide whether to apply rural or urban neighborhood collector standards after a joint community process to be conducted by the County, the City and the Partnership to be completed within 45 days of the effective date of ~~this Agreement~~ the MTFA.

(ii) Construction access (for construction vehicles, delivery and related construction activities) through Urban Development Area 4 through the Lakeside Quarry area or through alternative routes, not to include Black Nugget Road.

(iii) Improved and signalized Black Nugget/Vaughn Hill intersection, with left and right turn lanes as determined by the County.

(iv) Additional safety improvements to Black Nugget Road, such as residential driveway improvements and necessary lighting improvements.

(v) Screening or landscaping buffer improvements along Black Nugget Road.

5.1.2 Phase II. Phase II shall consist of final plat approval for 3,250 single-family residential units, or up to 3,950 if commercial uses that would be in Phase III are converted to residential as described below, upon completion of construction of the following Phase II road improvements, and issuance of a certificate of occupancy for up to 1,500,000 square feet of commercial uses, and 425,000 square feet of retail uses upon completion of construction of the following Phase II road improvements:

(a) Sunset Interchange improvements as defined in Appendix F at Section 2.4.

(b) Minimum four lane South SPAR connection from the north boundary of Urban Development Area 4 to the Sunset Interchange.

5.1.3 Phase III. Phase III shall consist of full Project buildout, consisting of Phases I and II with issuance of certificates of occupancy for a total of up to 2,950,000 square feet of commercial uses, upon completion of the North SPAR connection, with a minimum of four lanes.

5.2 COMBINED PHASES

The road improvements for the Phases described above may be combined or constructed concurrently, in which event Project buildout will be allowed at the combined level of the completed Phases. Phase II and III development shall not, however, proceed until requirements for development of all prior phases have been satisfied.

5.3 EQUIVALENCY TO CONVERT STANDARD SINGLE FAMILY TO OTHER RESIDENTIAL USES

The residential uses stated in Phases I and II are stated in terms of standard single family units (non-age restricted). The Partnership may allocate the equivalent single-family dwelling unit trips (i.e., 10 trips per day per hour) to either single-family units, multi-family units, or active senior housing in accordance with the following conversion factors:

100 Standard Single-Family Detached Dwelling Units Will Convert to:	
RESIDENTIAL USES	
Single-family detached	100 dwelling units
Single-family attached	116 dwelling units
Multi family	151 dwelling units
Age-restricted (Active senior housing, over 55 yrs)	
- Single-family	217 dwelling units
- Multi-family	270 dwelling units
- 60% single/40% multi-family	238 dwelling units

The conversions based upon transportation equivalency allow the Partnership to elect the specific types of residential units within the Phases defined herein. However, notwithstanding that transportation equivalency, the maximum development allowed within the UGA shall be 3,250 residential units, 2.95 million square feet of commercial uses, and 425,000 square feet of retail uses. Further, after Phase I, the Partnership may elect to convert up to 840,000 commercial square feet into residential uses at the ratio of 1 residential unit (of any type) for each 1,200 square feet of authorized commercial space, in which event the full Project buildout would include 3,950 residential units, 2.11 million square feet of commercial uses, and 425,000 square feet of retail uses.

5.4 ROAD DESIGN STANDARDS.

The Project's road standards within the UGA and any modification of road standards for roads within the UGA shall be determined by the City. The road standards for access to the SE Rural Parcel are set forth in Appendix N. Any modification of road standards for access to the SE Rural Parcel or roads outside the UGA shall be determined by the County.

5.5 MASTER TRANSPORTATION FINANCING AGREEMENT

Appendix F is a separate Master Transportation Financing Agreement (MTFA), which describes transportation improvements necessary for the Project, including the SPAR Road (North and South segments of the South Plateau Access Road), Sunset Interchange and Issaquah Bypass, along with other transportation improvements, and assigns responsibility for the construction and financing of these improvements among the parties and the Sunset Interchange Foundation.

5.6 TRANSIT

The parties agree to plan for a Metro Park And Ride Facility at or near the UGA as set forth in Appendix E.

5.7 BUDGET PROVISOS

This Agreement satisfies budget provisos for County expenditures set forth in King County Ordinance 11130 at Section 117 and King County Ordinance 11578 at Section 117.

6. IMPLEMENTATION, ALTERNATIVES AND OTHER MATTERS

6.1 ZONING

The current County zoning for the Property is as follows: the UGA portion is zoned Urban Reserve subject to a UGA overlay ("UR/P/SO"), and the portions outside of the UGA are zoned rural, five acre subject to a P suffix (RA-5P). Upon annexation, the UGA portion of the Property will be zoned by the City as "Urban Village" or other comparable zone by the City to allow the urban Project.

6.2 EXISTING FIVE-ACRE SHORT PLAT APPLICATION

Nothing in this Agreement modifies or limits the Partnership's right to pursue approval of or implement the existing five-acre short plat applications under King County Short Plat Nos. S90S0218-265 (Grand Ridge Estates I), and S90S0298 and S90S90300-324 (Grand Ridge Estates II). However, the Partnership shall withdraw the Short Plat Applications upon ~~recording~~approval of the first ~~final~~preliminary plat or issuance of a commercial, retail or residential building permit within the UGA, except the Partnership may continue processing those short plats within the NE Rural Parcel or the Rural Residential Area as shown on

Exhibit 3 consistent with the procedures and Rural Development Standards in Section 4. Nothing herein shall be deemed to limit or affect the County's or City's right to review, process, comment or decide upon such existing five-acre short plat applications consistent with adopted laws, ordinances and regulations. If, after annexation into the City, the Partnership elects to pursue approval of or implement the existing short plat applications within the area annexed into the City as described in this Section 6.2, the Partnership shall (a) record a covenant on the annexed portion of Grand Ridge Property which precludes in perpetuity any further subdivision, condominium declaration or other method of increasing density of the lots created through these pending short plat applications, (b) pay to the County, via the mechanism of the reciprocal impact fee agreement described in Section 4.2 of Appendix F, all County MPS fees authorized under RCW Chapter 82.02 and King County Code Chapter 14.75 for the traffic impacts on County roads resulting from the development of said short plats.

6.3 COUNTY ANNEXATION SUPPORT

So long as the Partnership is not in default under this Agreement, the County shall support annexation of the UGA portion of the Property, in accordance with the provisions of this Agreement, before the Boundary Review Board or other appropriate body or proceeding.

If annexation to the City does not occur as provided in the Annexation Agreement and if the Partnership elects to apply for urban development within the UGA portion of the Property within King County, then the Partnership shall submit an application to the County for an Urban Planned Development Permit under KCC Ch. 21A.39. As part of the UPD Permit proceedings, the County shall review the UPD Permit application in accordance with the standards and procedures set forth in KCC Ch. 21A.39. In such review, the County Department reviewing such an application shall utilize the project elements and development standards set forth in this Agreement as a starting point and framework for project review, but the County shall retain the discretion under KCC Ch. 21A.39 to establish standards or service levels different from those set forth in this Agreement.

6.4 DEVELOPMENT STANDARD CHANGES REQUIRING COUNTY APPROVAL.

If the City or the Partnership requests amendment of the (a) affordable housing provisions set forth in Section 3.2, (b) the Urban Open Space provisions set forth in Section 4.2.2, or (c) stormwater or ground water standards under Appendix D , then the parties shall consult and review the proposed amendments as set forth in this Section 6.4. The City or Partnership shall notify King County of any such requested amendment and reason therefor. . The County shall have a total of one hundred twenty (120) days to respond. If the County disapproves , then the requested amendment shall be disapproved. Failure of the County to respond in writing by the end of the 120 day period shall constitute the County's approval of the requested amendment. In addition to this Section 6.4, the County's right to approve or consult on certain unresolved issues regarding the affordable housing standards shall be governed as provided in Section 3.2.3. The road phasing provisions set forth in Section 5.1.1

shall be amended as provided in the MTFA. This Section 6.4 applies to County review; the City shall review all changes pursuant to the Annexation Agreement.

6.5 COOPERATION

The parties shall not unreasonably withhold approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the terms of this Agreement. Where appropriate, the City shall become or provide lead agency assistance or otherwise assist the Partnership in obtaining other permits or approvals reasonably necessary to implement this Agreement for the UGA portion of the Project. The City and County shall use their eminent domain powers to facilitate implementation of this Agreement, subject to the City's and County's independent exercise of judgment following all applicable procedures necessary to use eminent domain power.

7. GENERAL PROVISIONS

7.1 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

7.2 BINDING ON SUCCESSORS; ASSIGNMENT

7.2.1 Binding. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Partnership and upon the County and City.

7.2.2 Assignment. The parties acknowledge that development of the Project likely will involve sale and assignment of portions of the Property to other persons who will own, develop and/or occupy portions of the Property and buildings thereon. The Partnership shall have the right to assign or transfer all or any portion of the respective interests, rights or obligations under this Agreement or in the Project to other parties acquiring an interest or estate in all or any portion of the Property, including transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the County or City shall not be required for any transfer of rights pursuant to this Agreement, except Partnership must obtain County approval to assign its obligations to pay for the Black Nugget Road improvements, described in Section 5.1 (unless County-approved bonds or other security in a form and amount acceptable to the County for that road work is provided), and the Partnership must obtain County and City approval to assign its obligation to pay for the transportation improvements described under the Master Transportation Financing Agreement set forth in Appendix F.

Upon the transfer or assignment under this Section 7.2.2, where the transferee agrees to assume obligations hereunder pertaining to the property transferred or assigned, the transferee shall be entitled to all interests and rights and be subject to all obligations under this

Agreement pertaining to the property transferred or assigned, and the Partnership shall be released of liability under this Agreement for the property transferred or assigned, but shall retain liability for any breach which occurred prior to the transfer of rights to another party and for those portions of the Property still owned by the Partnership.

7.3 RECORDING

A memorandum of this Agreement, in a form to be mutually approved by the parties, shall be recorded against the Partnership Property as a covenant running with the land and shall be binding on the Partnership, their successors and assigns. There shall be a release from this covenant upon approval of a binding site plan, a final plat, a condominium declaration or other land division.

7.4 INTERPRETATION; SEVERABILITY

7.4.1 Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's and City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the County and City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. The parties acknowledge the County and City have police powers, contracting authority and other powers granted by the Washington State Constitution and by general law, including without limitation home rule charter authority, authority to enter into interlocal agreements (see RCW Ch. 39.34), statutory enabling legislation and authority to adopt development regulations as part of annexations (see RCW 35A.14.330), and the Development Agreement Statute (see Ch. 347, 1995 Wash. Laws, Part V, § 501-06).

7.4.2 Severability. If any Material Provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the parties shall confer and agree to amend the Agreement to implement the mutual intent of the parties to the maximum allowed by law. If the parties are unable to reach agreement, then the court shall decide if the invalid provisions require termination of this Agreement.

7.5 AUTHORITY

The County, City and the Partnership each represent it has the respective power and authority to execute this Agreement.

7.6 AMENDMENT

This Agreement shall not be amended without the express written approval of the County, City and the Partnership (or its successors and assigns with respect to the property in which they have an interest). All amendments to this Agreement must be approved by the County Council or City Council, as applicable. Not withstanding the foregoing, after annexation, the City may modify Appendix B pursuant to the Annexation Agreement, except for modifications that affect the provisions of Section 6.4.

7.7 EXHIBITS AND APPENDICES

Exhibits 1 through 3 and Appendices A through N are incorporated herein by this reference as if fully set forth. In the event of any conflict or inconsistency between the Exhibits and Appendices and the main body of this Agreement, the main body of this Agreement shall control; except the provisions of Appendices F, G and H shall control in the event of any conflict with the main body of this Agreement.

7.8 HEADINGS

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

7.9 TIME OF ESSENCE

Time is of the essence of this Agreement in every provision hereof. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

7.10 INTEGRATION

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.

7.11 DISPUTE RESOLUTIONS

In the event of any dispute relating to this Agreement, all parties upon the request of any other party shall meet within the seven (7) days to seek in good faith to resolve the dispute. The City and County shall send a department director or an authorized representative thereof and persons with information relating to the dispute, and the Partnership shall send an owner's representative and any consultant or other person with technical information or expertise related to the dispute.

7.12 AUTHORIZED AGENT

The Partnership hereby designates Port Blakely Communities, Inc. ("PBC") as its agent with authority to give notices, approvals and otherwise act pursuant to this Agreement. Unless otherwise stated in writing by the Partnership, representations and actions by PBC shall represent and bind each Partnership as to its respective ownership within the Property.

7.13 TERM

The term of this Agreement shall continue for a period of twenty (20) years and one month unless mutually extended or terminated by the parties. The Agreement shall also be terminated prior to approval by King County or Issaquah of the first preliminary plat or short plat or commercial, retail or residential building permit with the Grand Ridge Urban Growth Areas upon written notice that the Partnership elects to pursue rural development under vested short plat applications or an urban planned development under King County Code 21A.39 and therefore abandons its rights to pursue the project under this Agreement., except that the terms of the Agreement relating to the SE Rural Parcel shall continue in effect upon the approval by King County of the first building permit or preliminary plat or short plat within the Rural Residential Area consistent with the terms of this Agreement.

7.14 DEFAULT AND REMEDIES

No party shall be in default under this Agreement unless it has failed to perform a material provision under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. In recognition of the likely assignment and sale of portions of the Property (see Section 7.2.2), any claimed default shall relate as specifically as possible to the portion of the Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the Property. To the extent possible, the County and City shall seek those remedies which do not adversely affect the rights, duties or obligations of any other nondefaulting owner of portions of the Property under this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys fees and costs.

7.15 NO THIRD PARTY

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement;, except that Lakeside Industries and any successor mineral resource operator shall have rights to enforce Appendix C in accordance with its terms. Additionally, the beneficiaries of the covenant described in Section 4.3.8.2 shall have rights to enforce that covenant in accordance with its terms

7.16 CONSTRUCTION

This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

7.17 NOTICE

All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the County:	King County King County Courthouse Third and James Street Seattle, Washington 98104 Attn: King County Executive
with copy to:	King County Prosecuting Attorney's Office (Civil Division) E-550 Fifth Floor King County Courthouse 516 Third Ave. Seattle, Washington 98104 Attn: Chief of Civil Division
with copy to:	Clerk of the Council King County Courthouse 516 Third Ave. Seattle, Washington 98104
If to the City:	City of Issaquah P.O. Box 1307 Issaquah, Washington 98027 Attn: Office of the Mayor
with copy to:	Ogden, Murphy and Wallace 2100 Westlake Center Tower 1601 Fifth Avenue Seattle, Washington 98101 Attn: Wayne D. Tanaka

If to the Partnership: Grand Ridge/Glacier Ridge Limited Partnerships
c/o Port Blakely Communities
830 Logan Building
Seattle, Washington 981041
Attn: James E. Warjone and Judd Kirk

with a copy to: Davis Wright Tremaine
2600 Century Square
1501 Fourth Avenue
~~Seattle, Washington 98101-1688~~
Seattle, Washington 98101-1688
Attn: Thomas A. Goeltz

Notice by mail shall be deemed delivered 48 hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given. Notices required or to be provided under this Agreement are not intended for individual lot purchasers and shall only be required if the Partnership has assigned its interest to a portion of the Property and notified the City and County of the successor's name and address.

7.18 NO WAIVER

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or a waiver of any subsequent breach, whether of the of the same or a different provision of this Agreement.

7.19 INDEMNIFICATION, HOLD HARMLESS AND DUTY TO DEFEND

Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each party shall protect, defend indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose negligent action or omissions gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense; and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification hereunder shall be for the benefit of the City and County as an entity, and not for members of the general public.

7.20 PROJECT STATUS STATEMENTS

Upon the request by any party, the other party(ies) within 20 days shall provide a written statement giving reasonable information on the status and compliance with this Agreement, but any such statement shall not give rise to any special duty or liability to the requesting party or to any third party.

7.21 EXECUTION OF CONSERVATION EASEMENTS

The parties agree that the conservation easements described in Appendices G and H shall be executed ~~simultaneously with~~ within two weeks of the execution of this Agreement or upon annexation of the UGA, whichever first occurs, and will be placed in an escrow account by the County with instructions for recording in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the County, the City and the Partnership have executed this Agreement effective as of the last date signed below.

KING COUNTY, a Washington
home rule charter county

By _____
Its _____

Date: _____

Approved as to form:

_____

CITY OF ISSAQUAH, a Washington municipal
code city

By _____
Rowan Hinds
Its Mayor

Date: _____

Approved as to form:

_____

THE GRAND RIDGE PARTNERSHIP
(LIMITED PARTNERSHIP),
a Washington limited partnership

By Warjone Investments, Inc.,
its managing general partner

By _____
James E. Warjone
Its President

Date: _____

THE GLACIER RIDGE PARTNERSHIP
(LIMITED PARTNERSHIP),
a Washington limited partnership

By Warjone Investments, Inc.,
its managing general partner

By_____
James E. Warjone
Its President

Date: _____

EXHIBIT 1

PROPERTY LEGAL DESCRIPTIONS

GRAND RIDGE PROJECT (2,194 acres±):

1-A Total Partnership Property: 2,148 acres±

1-B City Park Property: 47 acres±

ANNEXATION AREA (809 acres±):

1-C Total Annexation (809 acres±):

UGA portion of Partnership Property (761.64 acres±) less the "County UGA Open Space" on Exhibit 3 (43.12 acres±), for net Partnership Property to be annexed	718 acres±
Lakeside South (see 1-E below)	4 acres±
WSDOT Parcel (see 1-F below)	39 acres±
City Park (see 1-C above)	47 acres±

EXPANSION AREAS:

1-D WSDOT Parcel (39 acres±) south of Development Area 3

1-E Lakeside North (19 acres±) north of Development Area 4 and west of Development Area 3

Note Lakeside South (4 acres±) south of Development Area 4 [Legal description to be prepared at time of execution of City Conservation Easement.]

Note DNR (31 acres±) south of Development Area 4: [Legal description to be prepared if and when area is proposed for annexation.]

OPEN SPACE:

1-F County Rural Open Space (1,020 acres±). Fee title to be conveyed to King County

1-G County UGA Open Space (43 acres±). Fee title to be conveyed to King County inside UGA (but not to be annexed to City)

1-H Conservation Area (180 acres±) surrounding SE Rural Parcel

Note Urban Open Space (275 acres±). City currently owns 47 acre park. Additional 228 acres± of fee title conveyed to City by Partnership, of which a conservation easement shall cover at least 173.93 acres. [See Ex. 3A for depiction of Urban Open Space; legal description to be prepared at time of execution of City Conservation Easement.]

EXHIBIT 1-A

PARTNERSHIP PROPERTY
(Grand Ridge L.P. and Glacier Ridge L.P.)
[2,148 acres±]

THAT PORTION OF SECTIONS 13, 23, 24, 25, AND 26, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°28'16" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 1318.34 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTIONS; THENCE SOUTH 88°07'47" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER 2643.95 FEET TO THE CENTER - NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 24; THENCE SOUTH 87°48'52" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1339.82 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 24; THENCE NORTH 01°08'47" EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER 1327.59 FEET TO THE EAST ONE-SIXTEENTH CORNER OF SAID SECTIONS 13 AND 24; THENCE NORTH 00°51'16" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, 1334.81 FEET TO THE SOUTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 88°05'48" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1332.41 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 13, THENCE NORTH 88°25'04" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 1317.99 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 01°38'32" EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER 1325.05 FEET TO THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 01°38'39" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13, 1321.83 FEET TO THE NORTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE SOUTH 88°22'07" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER 10.00 FEET TO THE EAST LINE OF A TRACT OF LAND DEEDED TO THE ISSAQUAH SCHOOL DISTRICT AS RECORDED BY INSTRUMENT UNDER RECORDING NO. 9407181436; THENCE NORTH 01°37'52" EAST ALONG SAID EAST LINE 49.25 FEET; THENCE NORTH 43°24'16" EAST ALONG SAID EAST LINE 592.10 FEET; THENCE NORTH 32°11'25" WEST ALONG SAID EAST LINE 594.95 FEET; THENCE NORTH 01°24'19" EAST ALONG SAID EAST LINE AND ITS NORTHERLY PROLONGATION 110.03 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF THE ISSAQUAH-FALL CITY ROAD; THENCE NORTH 88°35'41" WEST ALONG SAID MARGIN 124.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 602.96 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 16° 19' 00" A DISTANCE OF 171.71 FEET TO A POINT OF COMPOUND CURVE AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 684.81 FEET; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 27° 07' 30" A DISTANCE OF 324.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47°57'49" WEST ALONG SAID MARGIN 131.50 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF THE D.H. THOMAS ROAD EXTENSION (S.E. DUTHIE HILL ROAD) AS DISCLOSED BY INSTRUMENT UNDER AUDITOR'S FILE NO. 4730964, RECORDS OF SAID COUNTY; THENCE NORTH 03°33'32" EAST ALONG SAID EASTERLY MARGIN 93.76 FEET TO THE BEGINNING OF CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1402.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 17° 09' 02" A DISTANCE OF 419.79 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 88°16'15" EAST ALONG SAID NORTH LINE 1834.65 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 88°16'19" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 2639.26 FEET TO THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 02°22'19" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 2630.46 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°03'07" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, 2687.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 01°12'50" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, 2651.50 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 01°10'47" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 1325.31 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 88°25'48" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, 1132.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°09'07" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, 983.14 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 401.93 FEET; THENCE NORTH 76°10'14" WEST ALONG SAID MARGIN 164.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 10' 32" A DISTANCE OF 19.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°16'58" WEST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°36'58" WEST ALONG SAID MARGIN 60.11 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°10'47" WEST ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE SOUTH 52°36'58" EAST ALONG SAID MARGIN 16.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°16'58" EAST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06° 18' 55" A

DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°09'57" WEST ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88°16'10" WEST ALONG SAID SOUTH LINE 566.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 01°27'18" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 1293.56 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., THENCE NORTH 88°00'34" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER 1331.08 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°14'34" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER 1299.80 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°12'37" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO. 8708061208, RECORDS OF SAID COUNTY; THENCE SOUTH 74°38'32" WEST ALONG SAID TRACT 150.00 FEET; THENCE SOUTH 01°12'37" WEST ALONG SAID TRACT 153.46 FEET; THENCE NORTH 74°38'32" EAST ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1324.18 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°01'58" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25, 660.32 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 25, THENCE NORTH 88°13'42" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1351.10 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°15'13" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER 222.91 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF THE BURLINGTON-NORTHERN RAILROAD AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 171984, RECORDS OF SAID COUNTY; THENCE NORTH 78°32'42" WEST ALONG SAID MARGIN 36.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1544.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 13° 12' 00" A DISTANCE OF 355.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°15'18" WEST ALONG SAID MARGIN 301.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 904.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 23° 52' 00" A DISTANCE OF 376.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 67°52'42" WEST ALONG SAID MARGIN 218.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1004.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN AND THE NORTH MARGIN OF SAID RAILROAD AS DISCLOSED BY INSTRUMENT UNDER AUDITOR'S FILE NO. 57586, RECORDS OF SAID COUNTY, THROUGH A CENTRAL ANGLE OF 18° 04' 00" A DISTANCE OF 316.88 FEET TO A POINT OF TANGENCY; THENCE

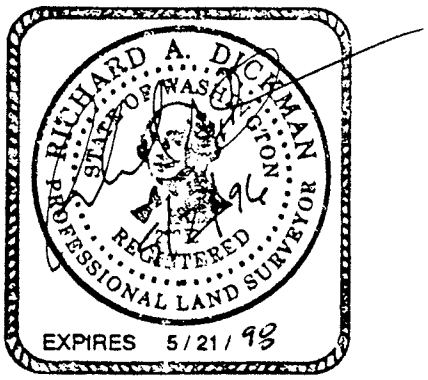
NORTH 85°56'42" WEST ALONG SAID MARGIN 250.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1095.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 07° 06' 55" A DISTANCE OF 136.10 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 88°11'12" EAST ALONG SAID SOUTH LINE 584.53 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH AND SAID MARGIN FROM WHICH ITS CENTER BEARS SOUTH 14°51'30" WEST 1054.93 FEET DISTANT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 10° 43' 12" A DISTANCE OF 198.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 85°56'42" WEST ALONG SAID MARGIN 250.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1045.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 16° 45' 00" A DISTANCE OF 305.77 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3719.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 30' 00" A DISTANCE OF 292.15 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 02° 00' 00" A DISTANCE OF 196.51 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1202.18 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 05° 35' 25" A DISTANCE OF 117.30 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°15'57" WEST ALONG SAID EAST LINE AND MARGIN 58.28 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 31°29'48" EAST 1252.18 FEET DISTANT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 11° 41' 30" A DISTANCE OF 255.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 46°48'42" WEST ALONG SAID MARGIN 615.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 686.62 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 40° 16' 00" A DISTANCE OF 482.55 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°04'42" WEST ALONG SAID MARGIN 216.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 586.62 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 38° 12' 04" A DISTANCE OF 391.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°52'38" WEST ALONG SAID MARGIN 169.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1619.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 01° 36' 46" A DISTANCE OF 45.59 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF THE BONNEVILLE POWER ADMINISTRATION AS ESTABLISHED BY U.S. DISTRICT COURT CAUSE NO. 4095; THENCE NORTH 11°35'56" EAST ALONG SAID EAST MARGIN 809.84 FEET; THENCE NORTH 19°32'07" EAST ALONG SAID MARGIN 467.34 FEET TO A TRACT OF LAND AS

CONVEYED TO THE CITY OF ISSAQUAH BY INSTRUMENT UNDER RECORDING NO. 9303171953, RECORDS OF SAID COUNTY; THENCE SOUTH 60°05'25" EAST ALONG SAID TRACT 1132.15 FEET; THENCE NORTH 05°37'12" EAST ALONG SAID TRACT 2152.09 FEET; THENCE NORTH 52°19'07" WEST ALONG SAID TRACT 1207.48 FEET; THENCE SOUTH 22°01'55" WEST ALONG SAID TRACT 70.00 FEET; THENCE SOUTH 14°01'55" WEST ALONG SAID TRACT 760.00 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 89°46'59" WEST ALONG SAID SOUTH LINE 2419.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00°44'53" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 2646.73 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 88°10'34" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 1372.30 FEET TO THE NORTHWEST CORNER OF LOT 3, KING COUNTY SHORT PLAT NO. 687029 AS RECORDED UNDER RECORDING NO. 9004259010, RECORDS OF SAID COUNTY; THENCE SOUTH 01°49'26" WEST ALONG THE WEST LINE OF SAID LOT 3, 50.00 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID SHORT PLAT AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY, WESTERLY AND NORTHERLY ALONG SAID CURVE AND NORTH LINE OF SAID LOT 4 THROUGH A CENTRAL ANGLE OF 176° 10' 39" A DISTANCE OF 153.74 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE AND NORTH LINE THROUGH A CENTRAL ANGLE OF 86° 10' 39" A DISTANCE OF 37.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°10'34" WEST ALONG SAID NORTH LINE 110.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 01°49'26" WEST ALONG THE WEST LINE OF SAID LOT 4, 514.47 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 77°56'18" EAST ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF SAID LOT 3, 535.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 320.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTH LINE THROUGH A CENTRAL ANGEL OF 62° 02' 28" A DISTANCE OF 346.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°01'14" EAST ALONG SAID SOUTH LINE 167.49 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 57°54'21" WEST ALONG THE EAST LINE OF SAID LOT 3, 378.83 FEET; THENCE NORTH 01°49'26" EAST ALONG SAID EAST LINE 200.00 FEET TO THE NORTHEAST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 88°10'34" EAST ALONG SAID NORTH LINE 919.67 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 01°20'55" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 2613.96 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 88°39'41" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 2686.58 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24 AND THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., OF SAID COUNTY CONTAINING 149.3 ACRES, MORE OR LESS, LYING EASTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 88°02'27" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 835.13 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE SOUTH 20°33'00" WEST 498.11 FEET; THENCE SOUTH 58°55'00" WEST 455.57 FEET; THENCE SOUTH 31°07'45" WEST 199.44 FEET; THENCE SOUTH 42°00'30" WEST 298.77 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE TERMINUS OF SAID DESCRIBED LINE FROM WHICH THE SAID NORTH QUARTER CORNER BEARS NORTH 01°42'17" EAST 1123.39 FEET DISTANT. EXCEPT THAT PORTION OF SAID SUBDIVISION LYING SOUTHERLY OF THE NORTHERLY RIGHT-OF-WAY MARGIN OF THE NORTHERN PACIFIC RAILROAD (BURLINGTON NORTHERN) AS CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT UNDER RECORDING NO. 7501160360, RECORDS OF SAID COUNTY;
TOGETHER WITH THAT AREA DESIGNATED AS URBAN OPEN SPACE AND PROPOSED RIGHTS-OF-WAY SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AS DESIGNATED ON EXHIBIT 3A, "MAJOR LAND USE COMPONENTS AND DEVELOPMENT SUB-AREAS", ACCORDING TO THE GRAND RIDGE MAPS PORTFOLIO, CONTAINING 18.3 ACRES, MORE OR LESS;
EXCEPT LOT 1, K.C.S.P. 687011, AS RECORDED UNDER RECORDING NO. 9004259008, RECORDS OF SAID COUNTY, CONTAINING 4.31 ACRES, MORE OR LESS;
EXCEPT LOT 2, K.C.S.P. 687029, AS RECORDED UNDER RECORDING NO. 9004259010, RECORDS OF SAID COUNTY, CONTAINING 4.53 ACRES, MORE OR LESS;
EXCEPT THAT PORTION SITUATED WITHIN SAID SECTION 13 FOR THE ISSAQUAH-FALL CITY ROAD AS SHOWN ON SAID SURVEY CONTAINING 6.06 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PARCEL CONTAINS 2,148 ACRES, MORE OR LESS.

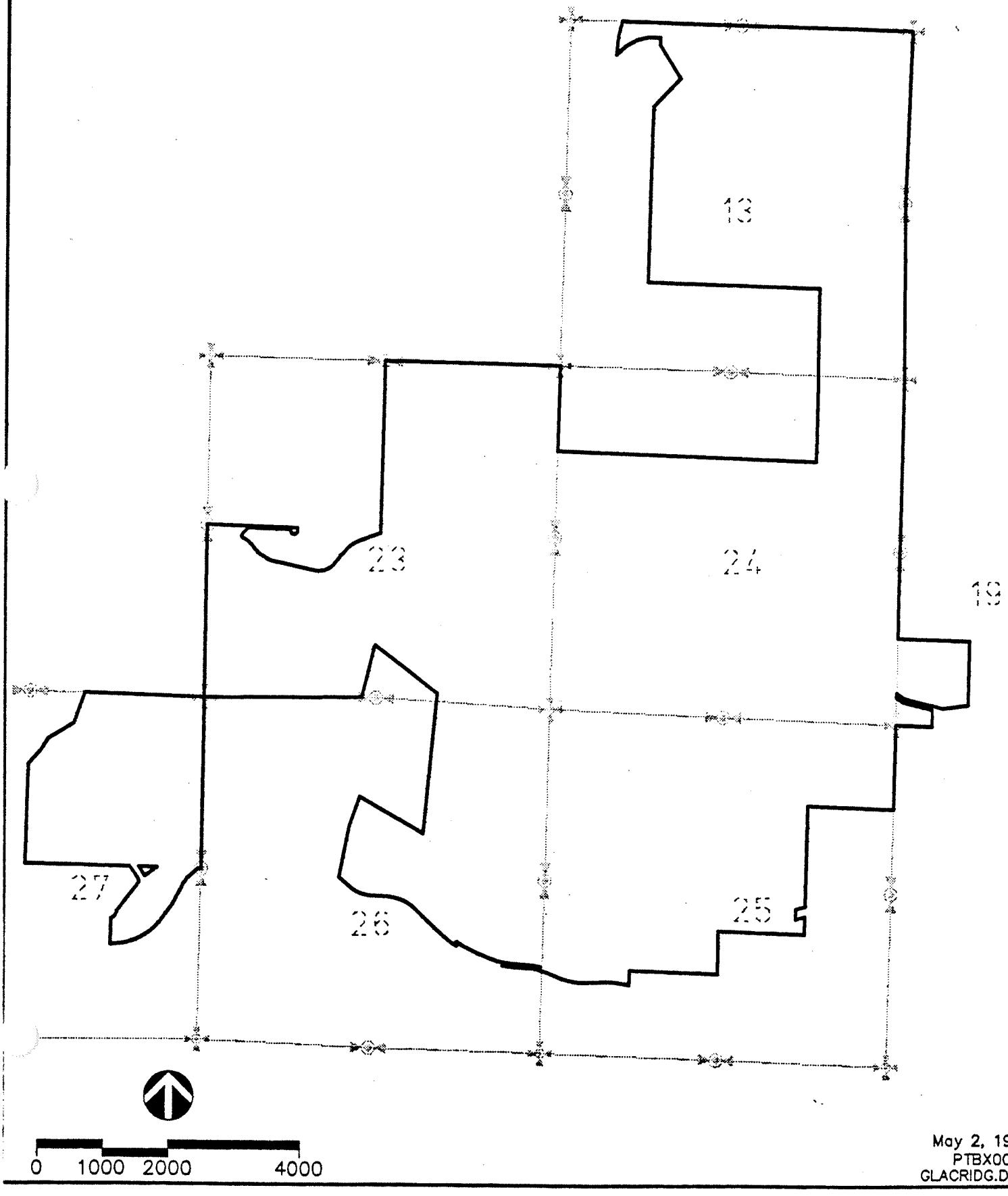
t:\wp\ptbx0002\legal.rad



DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
PARTNERSHIP PROPERTY BOUNDARY

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



May 2, 1996
PTBX0002
GLACRIDG.DWG

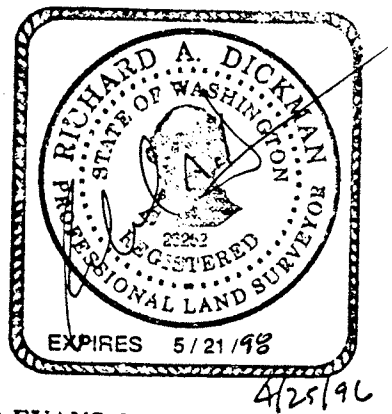
EXHIBIT 1-B

ISSAQUAH PARK
[47 acres±]

THAT PORTION OF THE SOUTH HALF OF SECTION 23 AND THE NORTH HALF OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 23 AND 26 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE SOUTH 89°46'59" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 221.85 FEET; THENCE NORTH 14°01'55" EAST 760.00 FEET; THENCE NORTH 22°01'55" EAST 70.00 FEET; THENCE SOUTH 52°19'07" EAST 1207.48 FEET; THENCE SOUTH 05°37'12" WEST 2152.09 FEET; THENCE NORTH 60°05'25" WEST 1132.15 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF THE BONNEVILLE POWER ADMINISTRATION EASEMENT AS ESTABLISHED BY U.S. DISTRICT COURT CAUSE NO. 4095; THENCE NORTH 19°32'07" EAST ALONG SAID MARGIN 1587.35 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 86°22'00" WEST ALONG SAID SOUTH LINE 283.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 47.57 ACRES, MORE OR LESS.

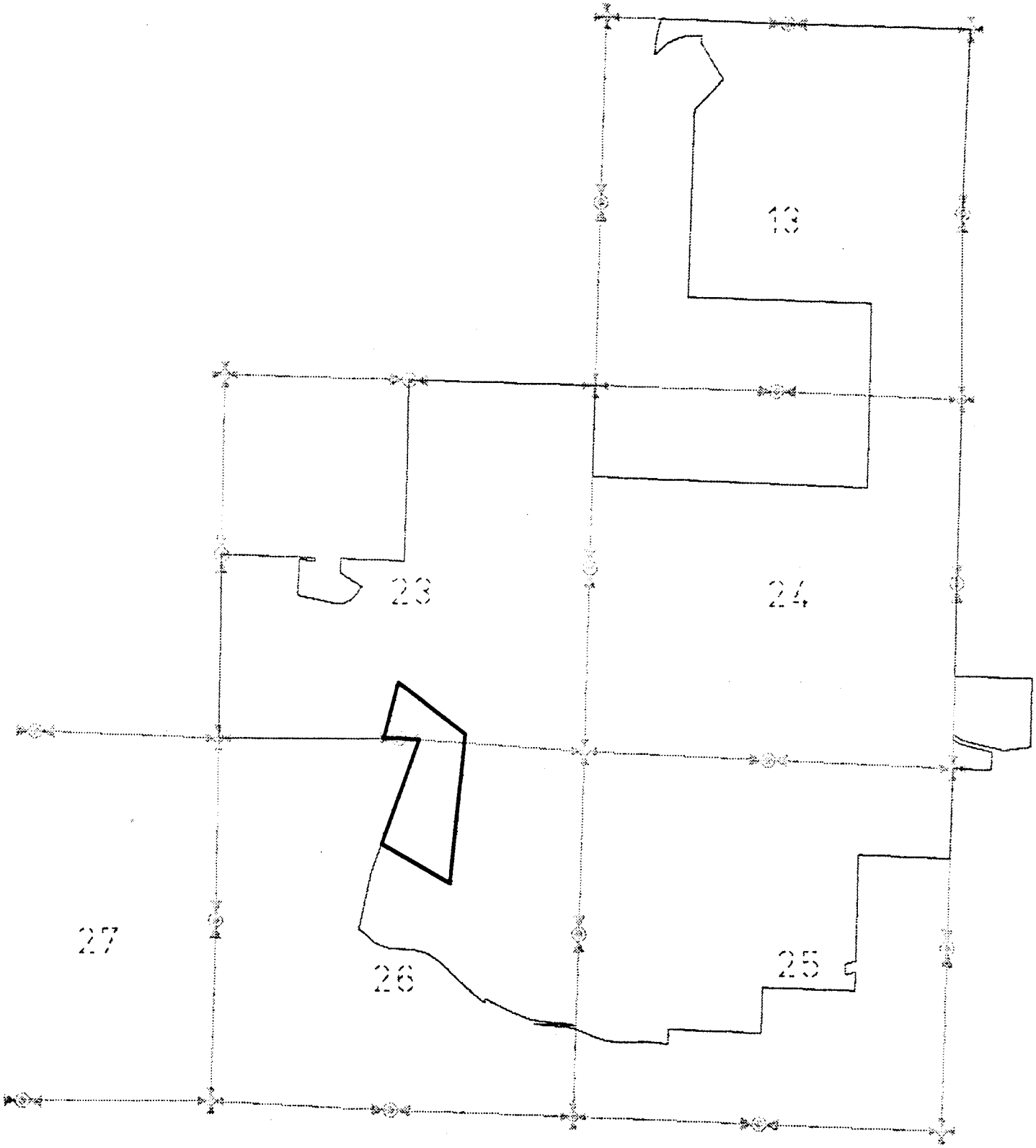


4/25/96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
ISSAQUAH PARK

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



0 1000 2000 4000

May 2, 1996
PTBX0002
ISS-PARK.DWG

EXHIBIT 1-C

ANNEXATION AREA
[809 acres±]

THAT PORTION OF SECTIONS 23, 24, 25 , 26 AND 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE NORTH 00°44'53" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 2432.72 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF S.E. BLACK NUGGET ROAD; THENCE NORTH 82°01'14" EAST ALONG SAID MARGIN 326.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 62° 43' 22" A DISTANCE OF 415.99 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 596.44 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 42° 40' 54" A DISTANCE OF 444.31 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°56'18" EAST ALONG SAID MARGIN 610.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 320.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 62° 02' 28" A DISTANCE OF 346.50 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°01'14" EAST ALONG SAID MARGIN 270.68 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 29° 43' 39" A DISTANCE OF 223.10 FEET TO A POINT OF TANGENCY; THENCE NORTH 69°44'53" EAST ALONG SAID MARGIN 380.54 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 01°20'55" EAST ALONG SAID CENTERLINE 1460.27 FEET; THENCE NORTH 51°50'40" EAST 1157.11 FEET; THENCE SOUTH 33°27'30" EAST 513.69 FEET; THENCE NORTH 47°44'20" EAST 415.07 FEET; THENCE SOUTH 43°04'00" EAST 740.17 FEET; THENCE NORTH 87°20'15" EAST 531.01 FEET TO A POINT 150.00 FEET WESTERLY AND NORMAL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 01°28'16" WEST PARALLEL WITH SAID EAST LINE 387.58 FEET TO A POINT 150.00 FEET SOUTHERLY AND NORMAL WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24 EXTENDED WESTERLY; THENCE SOUTH 88°07'47" EAST PARALLEL WITH SAID NORTH LINE 1530.00 FEET; THENCE SOUTH 12°35'35" WEST 1122.73 FEET TO A POINT 70.00 FEET NORTHERLY AND NORMAL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 24; THENCE NORTH 87°53'31" WEST PARALLEL WITH SAID CENTERLINE 699.38 FEET; THENCE SOUTH 00°20'52" EAST 772.70 FEET; THENCE SOUTH 89°24'50" EAST 1339.44 FEET; THENCE SOUTH 00°17'30" WEST 1054.60 FEET; THENCE SOUTH 55°45'00" WEST 2266.08 FEET; THENCE SOUTH 28°41'15" EAST 904.25 FEET; THENCE SOUTH 36°57'15" WEST 795.15

FEET; THENCE SOUTH 88°47'00" WEST 1892.59 FEET TO A TRACT OF LAND AS CONVEYED TO THE CITY OF ISSAQUAH BY INSTRUMENT UNDER RECORDING NO. 9303171953, RECORDS OF SAID COUNTY; THENCE SOUTH 05°37'12" WEST 12.49 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 60°05'25" WEST ALONG THE SOUTH LINE OF SAID TRACT 1132.15 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF THE BONNEVILLE POWER ADMINISTRATION AS ESTABLISHED BY U.S. DISTRICT COURT CAUSE NO. 4095; THENCE NORTH 19°32'07" EAST ALONG SAID MARGIN 1587.35 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE NORTH 86°22'00" WEST ALONG SAID NORTH LINE 283.56 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 89°46'59" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, 965.38 FEET; THENCE THENCE SOUTH 39°37'00" WEST 238.45 FEET; THENCE SOUTH 50°20'45" WEST 257.78 FEET; THENCE SOUTH 24°30'45" WEST 211.17 FEET; THENCE SOUTH 02°39'30" EAST 289.80 FEET; THENCE SOUTH 27°24'50" WEST 227.45 FEET; THENCE SOUTH 68°00'20" WEST 233.56 FEET; THENCE SOUTH 87°44'30" WEST 294.32 FEET; THENCE SOUTH 72°11'00" WEST 82.47 FEET; THENCE SOUTH 44°02'20" WEST 145.88 FEET; THENCE SOUTH 17°10'00" WEST 338.18 FEET; THENCE SOUTH 31°20'40" WEST 299.68 FEET; THENCE SOUTH 48°26'00" WEST 239.30 FEET; THENCE NORTH 84°04'30" WEST 49.45 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE
SOUTH 00°47'51" WEST ALONG SAID EAST LINE 631.46 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 88°32'54" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 27, 2698.79 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 01°42'17" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27, 1518.93 FEET; THENCE NORTH 42°00'30" EAST 298.77 FEET; THENCE NORTH 31°07'45" EAST 199.44 FEET; THENCE NORTH 58°55'00" EAST 455.57 FEET; THENCE NORTH 20°33'00" EAST 498.11 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 88°02'27" EAST ALONG SAID NORTH LINE 1822.19 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23 AND THE POINT OF BEGINNING.
TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27 LYING NORTHERLY OF THE NORTH RIGHT-OF-WAY MARGIN OF THE NORTHERN PACIFIC RAILROAD (BURLINGTON NORTHERN) AS CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT UNDER RECORDING NO. 7501160360, RECORDS OF SAID COUNTY, CONTAINING 23 ACRES, MORE OR LESS.
EXCEPT THAT PORTION OF SAID RAILROAD RIGHT-OF-WAY AS SITUATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27.
EXCEPT THAT PORTION OF THE ABOVE-DESCRIBED LANDS CONTAINING 43 ACRES, MORE OR LESS, FOR THE PURPOSE OF KING COUNTY OPEN SPACE SITUATED BETWEEN THE NORTHERLY AND EASTERLY BOUNDARIES OF THE ABOVE-DESCRIBED LANDS AND THE OUTER LIMITS OF THE GRAND RIDGE DEVELOPMENT URBAN POD AREAS AS SHOWN ON EXHIBIT 'A', AND AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°20'55" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 1187.97 FEET TO THE PROPOSED URBAN GROWTH AREA LINE AND THE POINT OF BEGINNING; THENCE NORTH 51°50'40" EAST ALONG SAID LINE 1157.11 FEET; THENCE SOUTH 33°27'30" EAST ALONG SAID LINE 296.28 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'A'; THENCE NORTH 80°58'55" WEST 376.60 FEET; THENCE SOUTH 15°22'01" WEST 102.87 FEET; THENCE SOUTH 45°06'00" WEST 42.26 FEET; THENCE SOUTH 83°12'56" WEST 74.49 FEET; THENCE NORTH 77°17'09" WEST 21.13 FEET; THENCE SOUTH 29°45'33" WEST 34.51 FEET; THENCE SOUTH 57°03'49" WEST 55.25 FEET; THENCE SOUTH 49°44'37" WEST 43.95 FEET; THENCE SOUTH 74°24'45" WEST 53.22 FEET; THENCE SOUTH 63°08'48" WEST 54.22 FEET; THENCE SOUTH 15°04'05" WEST 97.78 FEET; THENCE SOUTH 49°59'34" WEST 34.21 FEET; THENCE SOUTH 84°59'31" WEST 25.89 FEET; THENCE NORTH 73°08'06" WEST 15.24 FEET; THENCE SOUTH 42°23'47" WEST 75.97 FEET; THENCE SOUTH 42°23'47" WEST 75.97 FEET; THENCE SOUTH 64°59'57" WEST 25.89 FEET; THENCE SOUTH 86°27'11" WEST 34.29 FEET TO A POINT 150.00 FEET NORMAL AND EASTERLY OF SAID NORTH-SOUTH CENTERLINE; THENCE SOUTH 01°20'55" WEST PARALLEL WITH SAID CENTERLINE 886.87 FEET; THENCE SOUTH 37°29'19" WEST 113.98 FEET; THENCE SOUTH 20°05'07" WEST 129.55 FEET; THENCE SOUTH 02°46'22" WEST 115.68 FEET; THENCE SOUTH 11°50'56" EAST 137.93 FEET; THENCE SOUTH 08°07'02" WEST 85.42 FEET; THENCE SOUTH 33°53'05" WEST 111.04 FEET TO SAID NORTH-SOUTH CENTERLINE; THENCE NORTH 01°20'55" EAST ALONG SAID CENTERLINE 1443.52 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'A'; THENCE SOUTH 33°27'30" EAST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 217.41 FEET; THENCE NORTH 47°44'20" EAST ALONG SAID LINE 415.07 FEET; THENCE SOUTH 43°04'00" EAST ALONG SAID LINE 740.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°20'15" EAST ALONG SAID LINE 134.79 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'B'; THENCE SOUTH 12°38'37" EAST 43.73 FEET; THENCE SOUTH 67°33'31" EAST 58.12 FEET; THENCE SOUTH 15°23'51" EAST 40.40 FEET; THENCE SOUTH 10°00'47" WEST 13.17 FEET; THENCE SOUTH 25°58'15" WEST 59.94 FEET; THENCE SOUTH 45°24'17" WEST 26.42 FEET; THENCE SOUTH 73°48'26" WEST 23.12 FEET; THENCE NORTH 78°22'49" WEST 24.46 FEET; THENCE NORTH 64°53'14" WEST 50.89 FEET; THENCE NORTH 52°02'09" WEST 17.54 FEET; THENCE NORTH 18°55'56" WEST 30.46 FEET; THENCE NORTH 04°15'54" EAST 26.92 FEET; THENCE NORTH 26°09'22" WEST 107.44 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'B'; THENCE NORTH 87°20'15" EAST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 396.22 FEET; THENCE SOUTH 01°28'16" WEST ALONG SAID LINE 387.58 FEET; THENCE SOUTH 88°07'47" EAST ALONG SAID LINE 1460.02 FEET TO

THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'47" EAST ALONG SAID LINE 69.98 FEET; THENCE SOUTH 12°35'35" WEST ALONG SAID LINE 1122.73 FEET; THENCE NORTH 87°53'31" WEST ALONG SAID LINE 699.38 FEET; THENCE SOUTH 00°20'52" EAST ALONG SAID LINE 772.70 FEET; THENCE SOUTH 89°24'50" EAST ALONG SAID LINE 1339.44 FEET; THENCE SOUTH 00°17'30" WEST ALONG SAID LINE 131.84 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'C'; THENCE NORTH 80°31'02" WEST 183.64 FEET; THENCE SOUTH 63°48'49" WEST 226.00 FEET; THENCE NORTH 89°31'50" WEST 42.72 FEET; THENCE NORTH 51°13'56" WEST 60.45 FEET; THENCE NORTH 79°33'19" WEST 218.83 FEET; THENCE NORTH 38°18'03" WEST 35.88 FEET; THENCE NORTH 15°28'46" WEST 105.25 FEET; THENCE SOUTH 65°49'20" WEST 60.23 FEET; THENCE SOUTH 48°15'05" WEST 116.57 FEET; THENCE SOUTH 32°25'35" WEST 208.01 FEET; THENCE SOUTH 24°02'59" WEST 303.76 FEET; THENCE SOUTH 70°55'55" EAST 32.05 FEET; THENCE SOUTH 56°57'38" EAST 52.51 FEET; THENCE SOUTH 39°42'56" EAST 34.24 FEET; THENCE SOUTH 01°16'33" WEST 35.93 FEET; THENCE SOUTH 40°51'17" WEST 32.38 FEET; THENCE SOUTH 14°23'21" WEST 18.11 FEET; THENCE SOUTH 42°26'45" WEST 66.96 FEET; THENCE SOUTH 22°50'13" WEST 203.32 FEET; THENCE SOUTH 59°59'14" WEST 34.21 FEET; THENCE NORTH 79°59'52" WEST 34.20 FEET; THENCE NORTH 44°19'41" WEST 64.53 FEET; THENCE NORTH 15°33'57" WEST 56.42 FEET; THENCE NORTH 37°41'25" WEST 135.49 FEET; THENCE NORTH 52°54'28" WEST 45.33 FEET; THENCE NORTH 30°17'18" WEST 51.51 FEET; THENCE NORTH 49°17'27" WEST 91.01 FEET; THENCE NORTH 85°49'07" WEST 91.34 FEET; THENCE NORTH 70°28'52" WEST 106.82 FEET; THENCE NORTH 41°49'10" WEST 56.33 FEET; THENCE NORTH 52°58'23" WEST 188.16 FEET; THENCE NORTH 52°42'15" WEST 185.93 FEET; THENCE NORTH 32°53'10" WEST 196.27 FEET; THENCE NORTH 25°06'41" WEST 124.46 FEET; THENCE SOUTH 51°02'24" EAST 54.84 FEET; THENCE SOUTH 75°44'41" EAST 24.12 FEET; THENCE NORTH 78°51'07" EAST 63.15 FEET; THENCE SOUTH 81°15'12" EAST 74.90 FEET; THENCE SOUTH 57°41'27" EAST 68.94 FEET; THENCE SOUTH 85°20'17" EAST 96.95 FEET; THENCE NORTH 71°49'16" EAST 55.90 FEET; THENCE SOUTH 85°22'07" EAST 59.69 FEET; THENCE NORTH 73°01'20" EAST 27.98 FEET; THENCE NORTH 47°23'32" EAST 16.26 FEET; THENCE NORTH 10°13'29" EAST 45.46 FEET; THENCE NORTH 33°11'38" EAST 62.76 FEET; THENCE NORTH 00°45'45" WEST 303.63 FEET; THENCE NORTH 02°16'34" EAST 360.30 FEET; THENCE NORTH 51°34'40" WEST 119.75 FEET; THENCE SOUTH 61°31'47" WEST 86.49 FEET; THENCE SOUTH 89°09'16" WEST 98.27 FEET; THENCE SOUTH 75°40'13" WEST 152.40 FEET; THENCE SOUTH 68°05'18" WEST 105.29 FEET; THENCE SOUTH 85°29'06" WEST 96.29 FEET; THENCE SOUTH 69°11'23" WEST 59.36 FEET; THENCE NORTH 75°55'22" WEST 84.73 FEET; THENCE NORTH 30°05'21" WEST 34.05 FEET; THENCE NORTH 21°34'49" EAST 63.51 FEET; THENCE NORTH 75°09'35" EAST 162.28 FEET; THENCE NORTH 89°43'39" EAST 63.42 FEET; THENCE NORTH 48°10'31" EAST 87.33 FEET; THENCE SOUTH 88°58'25" EAST 86.53 FEET; THENCE NORTH 61°58'32" EAST 56.02 FEET; THENCE NORTH 81°47'19" EAST 90.74 FEET; THENCE NORTH 73°51'36" EAST 78.89 FEET; THENCE NORTH 51°46'44" EAST 167.25 FEET; THENCE NORTH 85°00'16" EAST 42.26 FEET; THENCE SOUTH 53°56'10" EAST 88.99 FEET; THENCE NORTH 89°26'19" EAST 52.06 FEET; THENCE

NORTH 68°22'38" EAST 53.57 FEET; THENCE NORTH 32°22'15" EAST 30.24 FEET; THENCE NORTH 72°05'36" EAST 18.18 FEET; THENCE NORTH 2°28'48" EAST 72.57 FEET; THENCE NORTH 60°00'18" EAST 50.01 FEET; THENCE SOUTH 64°22'19" EAST 82.86 FEET; THENCE SOUTH 39°49'46" EAST 33.90 FEET; THENCE SOUTH 14°41'10" EAST 68.00 FEET; THENCE SOUTH 65°00'26" EAST 68.95 FEET; THENCE SOUTH 41°38'40" EAST 47.48 FEET; THENCE SOUTH 00°59'00" EAST 60.60 FEET; THENCE NORTH 71°01'39" EAST 91.32 FEET; THENCE SOUTH 66°47'55" EAST 54.27 FEET; THENCE SOUTH 25°00'46" EAST 42.26 FEET; THENCE SOUTH 68°05'39" EAST 60.17 FEET; THENCE NORTH 62°41'35" EAST 37.99 FEET; THENCE NORTH 24°12'16" EAST 44.95 FEET; THENCE NORTH 55°00'05" EAST 42.26 FEET; THENCE SOUTH 75°56'47" EAST 56.01 FEET; THENCE SOUTH 21°37'24" EAST 48.96 FEET; THENCE NORTH 79°44'07" EAST 69.02 FEET; THENCE NORTH 30°15'10" EAST 215.06 FEET; THENCE NORTH 08°07'11" WEST 77.24 FEET; THENCE NORTH 08°01'25" EAST 158.33 FEET; THENCE NORTH 24°53'33" EAST 89.33 FEET; THENCE NORTH 00°55'23" WEST 85.65 FEET; THENCE NORTH 23°08'46" EAST 106.04 FEET; THENCE NORTH 04°37'12" EAST 89.39 FEET; THENCE NORTH 28°34'32" EAST 110.39 FEET; THENCE NORTH 01°43'20" EAST 92.50 FEET; THENCE NORTH 11°17'21" WEST 74.64 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'C'; THENCE SOUTH 00°17'30" WEST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 894.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°17'30" WEST ALONG SAID LINE 28.67 FEET; THENCE SOUTH 55°45'00" WEST ALONG SAID LINE 2266.08 FEET; THENCE SOUTH 28°41'15" EAST ALONG SAID LINE 904.25 FEET; THENCE SOUTH 36°57'15" WEST ALONG SAID LINE 795.15 FEET; THENCE SOUTH 88°47'00" WEST ALONG SAID LINE 3.37 FEET TO A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 01°28'40" WEST 779.77 FEET DISTANT; THENCE CONTINUING SOUTH 38°47'00" WEST ALONG SAID LINE 83.34 FEET; THENCE NORTH 01°13'00" WEST NORMAL WITH SAID LINE 1.69 FEET; THENCE NORTH 78°04'49" EAST 27.45 FEET; THENCE NORTH 89°53'55" EAST 33.92 FEET; THENCE NORTH 63°56'16" EAST 25.99 FEET; THENCE NORTH 37°33'07" EAST 67.04 FEET; THENCE NORTH 28°37'58" EAST 43.01 FEET; THENCE NORTH 33°40'35" EAST 80.63 FEET; THENCE NORTH 46°12'56" EAST 88.66 FEET; THENCE NORTH 16°58'29" EAST 110.94 FEET; THENCE NORTH 04°44'59" EAST 58.69 FEET; THENCE NORTH 29°09'22" EAST 61.43 FEET; THENCE NORTH 58°05'18" EAST 66.04 FEET; THENCE NORTH 78°17'40" EAST 67.08 FEET; THENCE NORTH 48°55'19" EAST 20.99 FEET; THENCE NORTH 20°10'21" EAST 95.43 FEET; THENCE NORTH 13°09'32" WEST 152.51 FEET; THENCE NORTH 64°34'37" WEST 46.45 FEET; THENCE NORTH 15°00'11" WEST 42.26 FEET; THENCE NORTH 18°36'32" EAST 29.14 FEET; THENCE NORTH 05°58'42" WEST 62.41 FEET; THENCE NORTH 33°33'28" WEST 26.41 FEET; THENCE NORTH 58°52'57" WEST 69.64 FEET; THENCE NORTH 38°26'34" WEST 55.67 FEET; THENCE NORTH 15°08'03" WEST 47.73 FEET; THENCE NORTH 33°29'51" WEST 193.82 FEET; THENCE NORTH 24°24'28" WEST 45.74 FEET; THENCE SOUTH 85°20'02" WEST 120.35 FEET; THENCE NORTH 17°17'32" EAST 193.78 FEET; THENCE NORTH 28°01'33" EAST 64.21 FEET; THENCE

NORTH 45°23'33" EAST 198.23 FEET; THENCE NORTH 49°19'53" EAST 214.22 FEET; THENCE SOUTH 89°53'26" EAST 32.43 FEET; THENCE NORTH 61°21'31" EAST 38.51 FEET; THENCE NORTH 35°22'19" EAST 32.13 FEET; THENCE NORTH 06°04'58" EAST 30.48 FEET; THENCE NORTH 88°05'17" EAST 113.60 FEET; THENCE NORTH 27°15'03" EAST 66.50 FEET; THENCE NORTH 87°53'29" EAST 64.41 FEET; THENCE NORTH 58°52'59" EAST 213.13 FEET; THENCE NORTH 44°00'07" EAST 125.05 FEET; THENCE NORTH 33°46'20" EAST 205.18 FEET; THENCE NORTH 64°37'36" EAST 179.78 FEET; THENCE NORTH 73°56'09" EAST 225.90 FEET; THENCE NORTH 60°02'29" EAST 71.47 FEET; THENCE NORTH 47°14'54" EAST 85.62 FEET; THENCE NORTH 20°46'02" EAST 66.67 FEET; THENCE NORTH 07°29'25" WEST 52.55 FEET; THENCE NORTH 28°40'52" WEST 109.49 FEET; THENCE NORTH 42°55'10" WEST 77.71 FEET; THENCE NORTH 00°13'13" EAST 78.02 FEET; THENCE NORTH 45°00'00" EAST 42.26 FEET; THENCE SOUTH 81°40'25" EAST 47.44 FEET; THENCE SOUTH 51°55'52" EAST 111.92 FEET; THENCE SOUTH 66°17'16" EAST 48.34 FEET; THENCE SOUTH 21°48'16" EAST 35.35 FEET; THENCE SOUTH 66°08'36" EAST 57.73 FEET; THENCE SOUTH 47°50'19" EAST 65.97 FEET; THENCE NORTH 74°40'56" EAST 158.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 809 ACRES, MORE OR LESS.

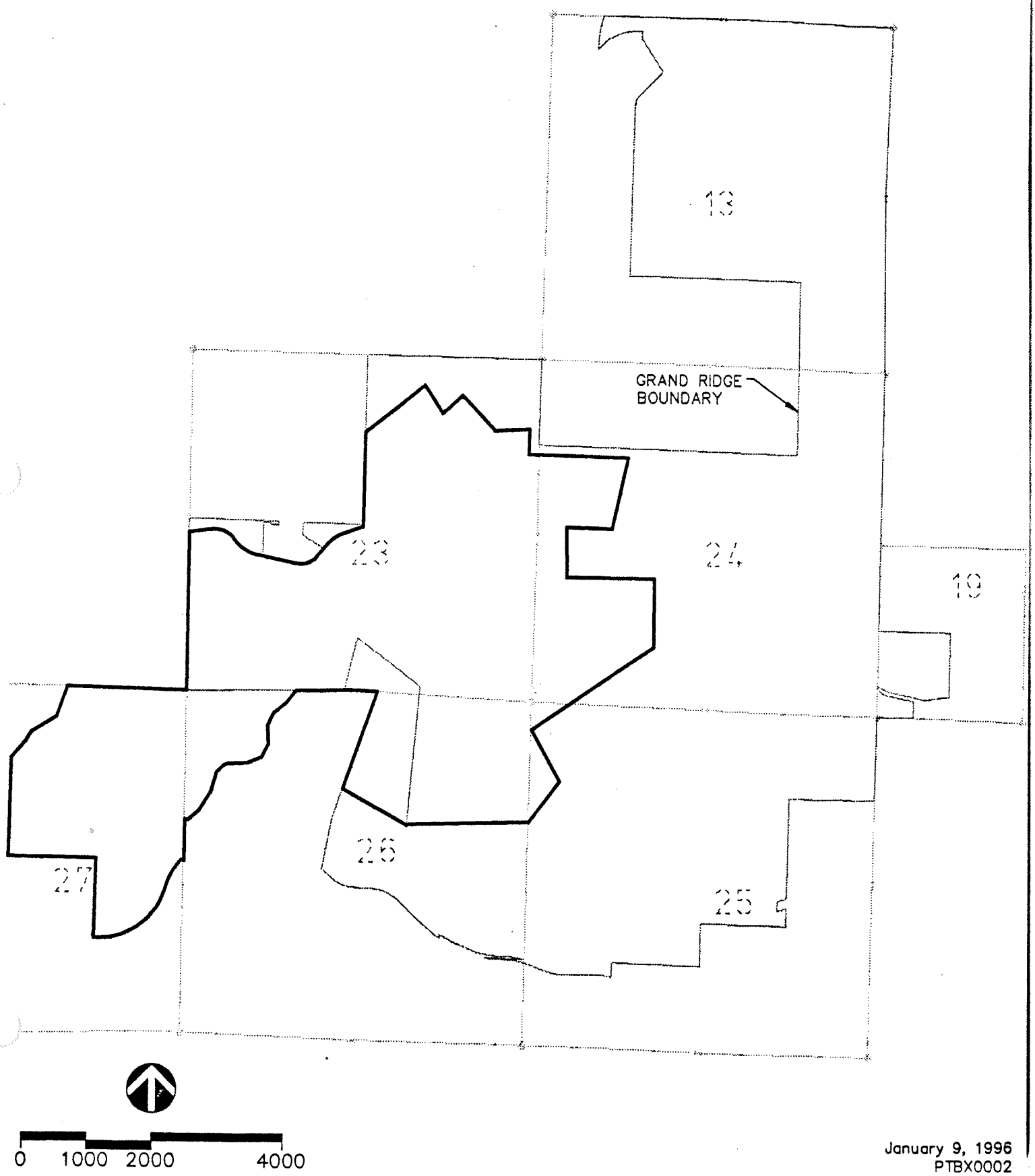
t:\wp\ptbx0002\annex.vr3

4/3/96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
ANNEXATION

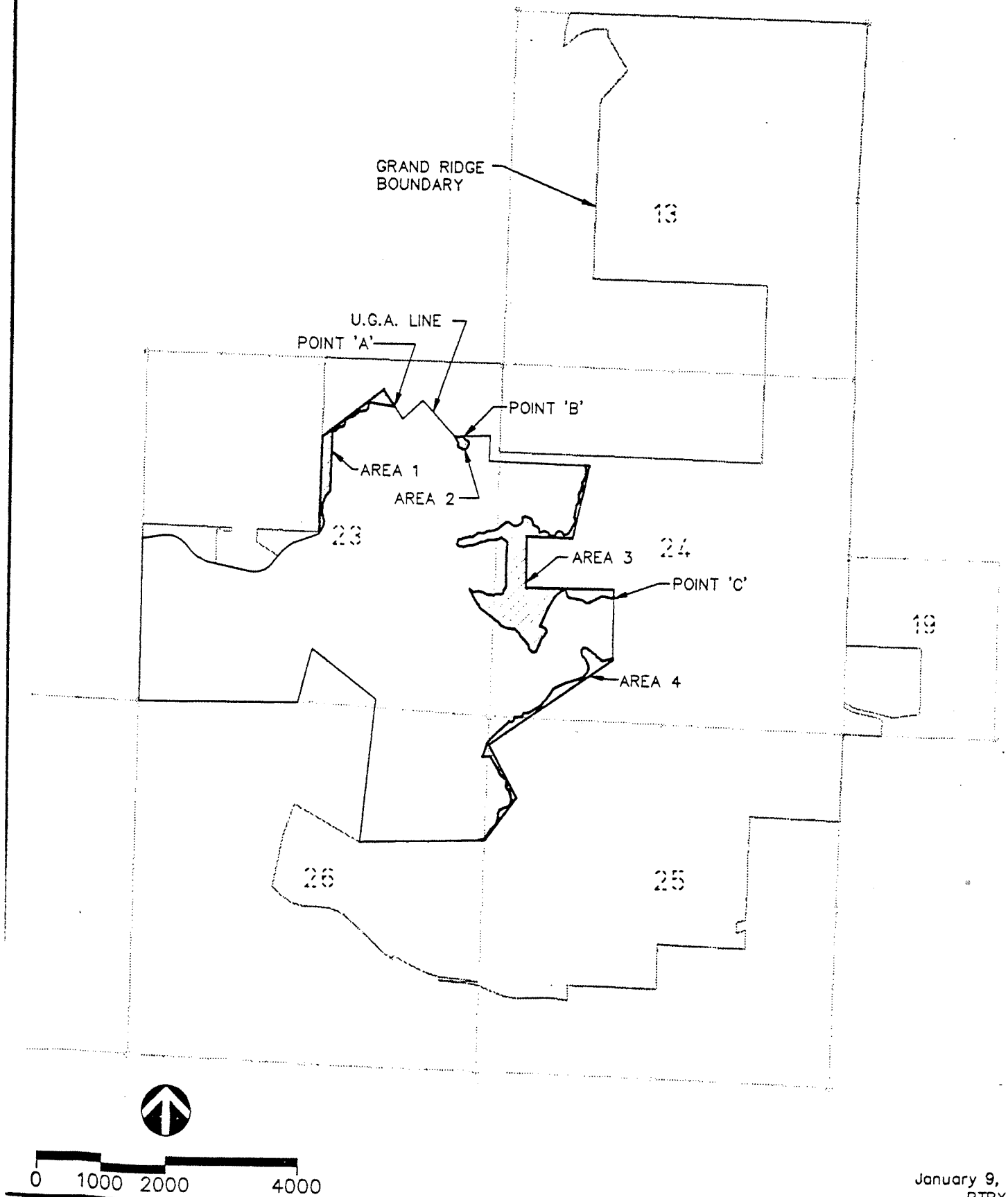
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREAS 1, 2, 3 AND 4

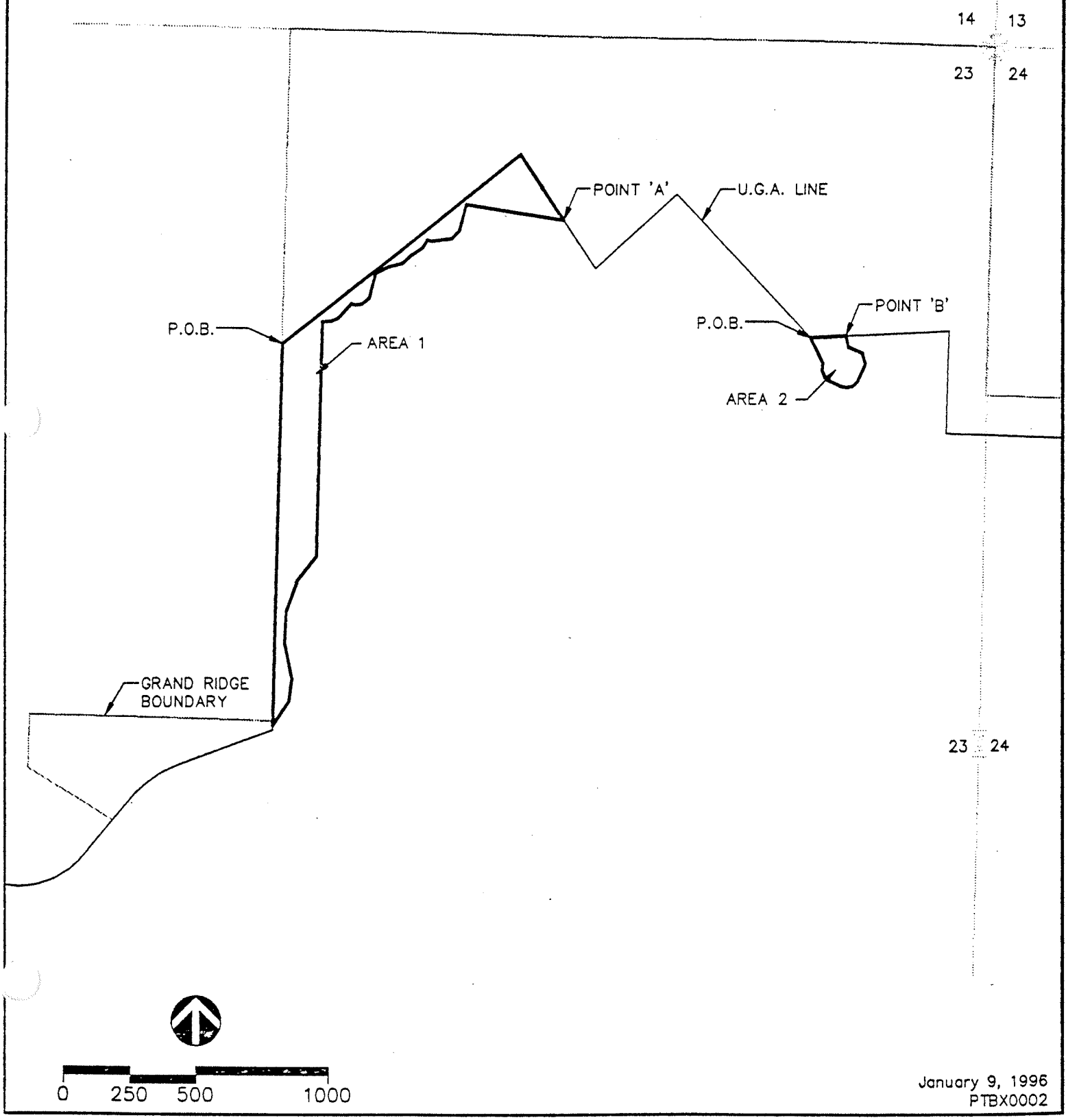
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 1 AND AREA 2

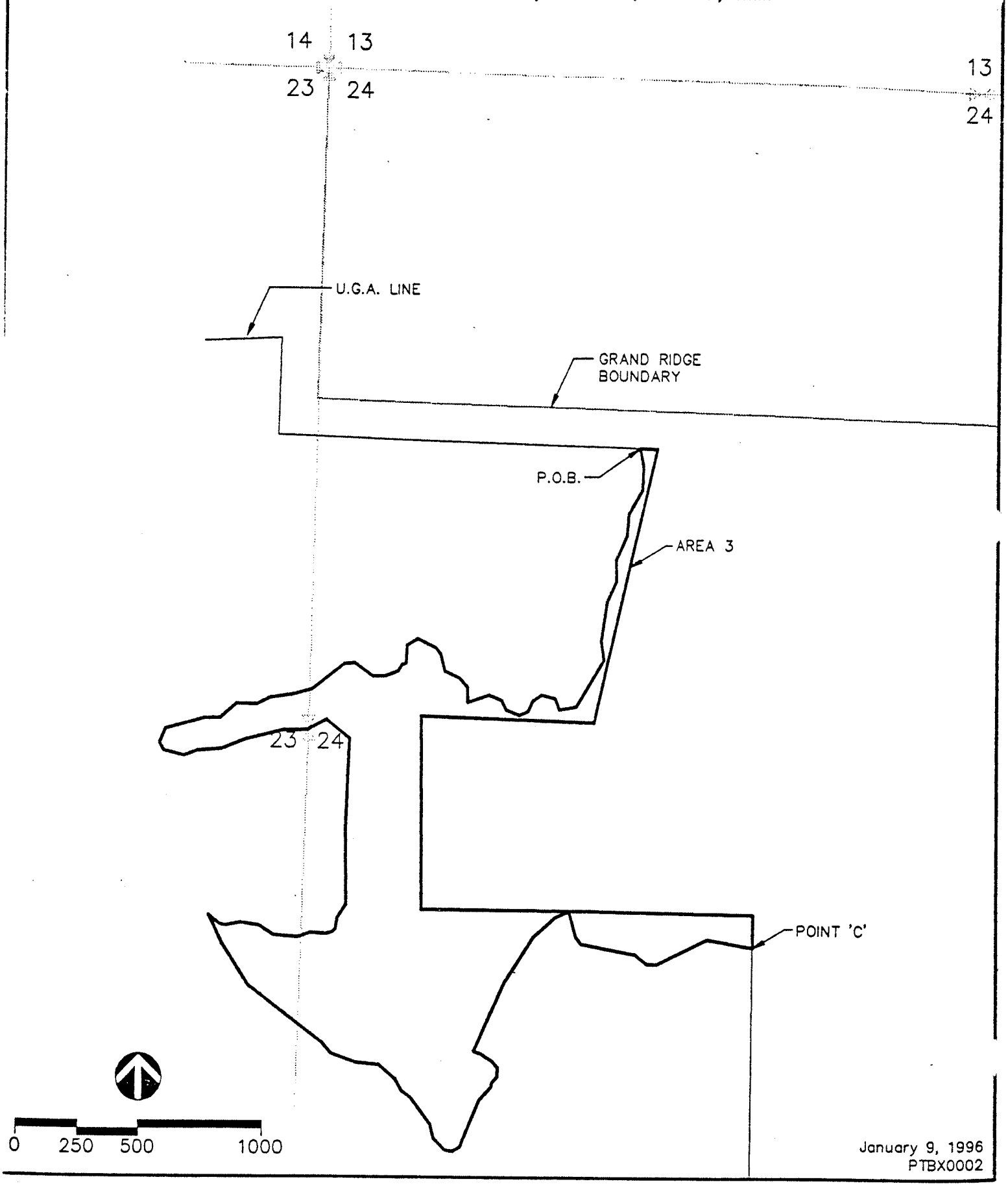
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 3

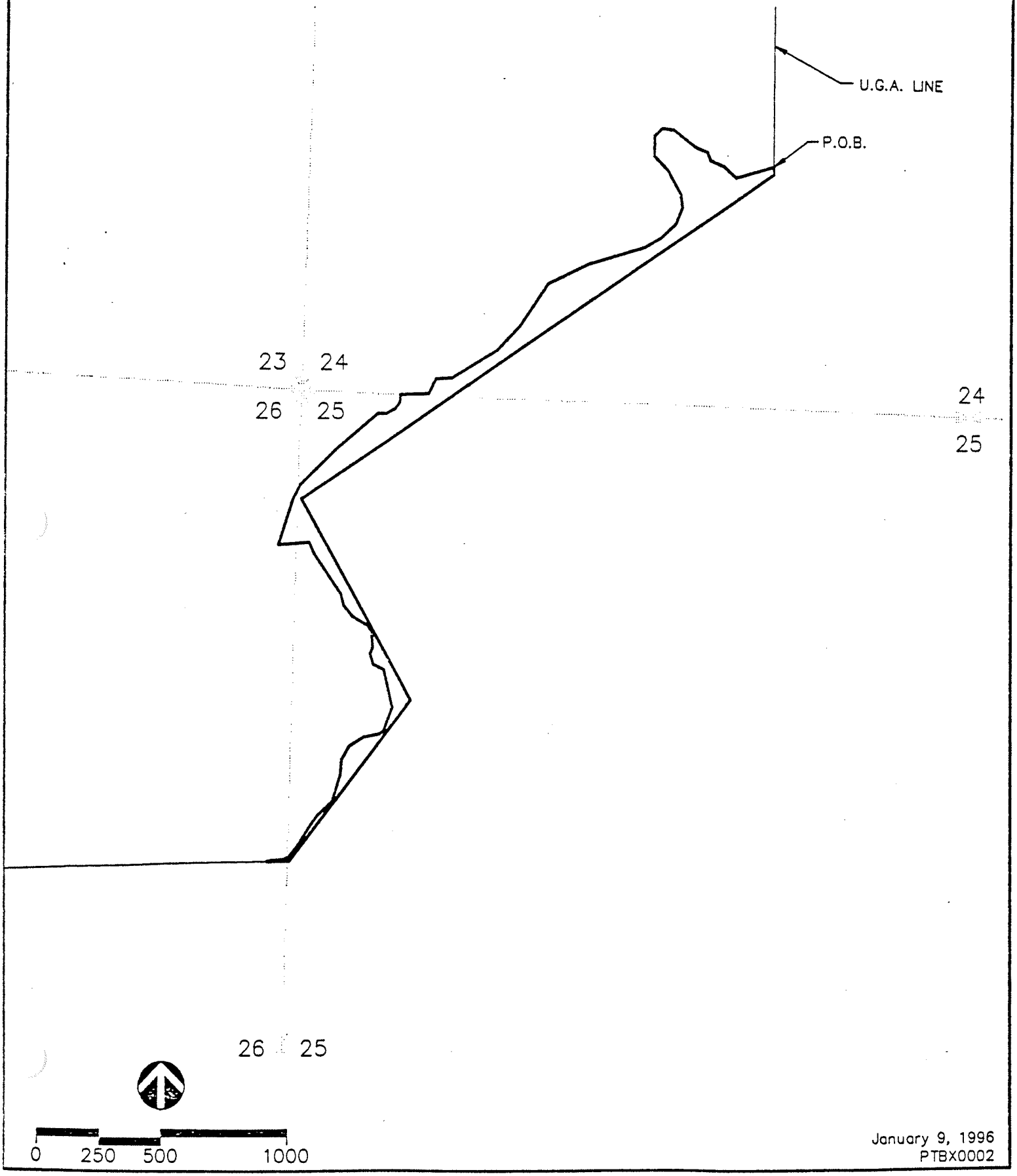
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 4

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

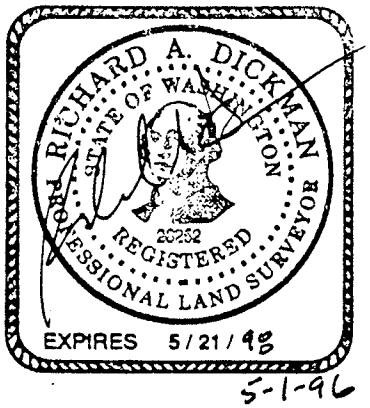
EXHIBIT 1-D

WSDOT PARCEL
[39 acres±]

THAT PORTION OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE NORTH 89°46'59" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, 1676.24 FEET; THENCE SOUTH 39°37'00" WEST 238.45 FEET; THENCE SOUTH 50°20'45" WEST 257.78 FEET; THENCE SOUTH 24°30'45" WEST 211.17 FEET; THENCE SOUTH 02°39'30" EAST 289.80 FEET; THENCE SOUTH 27°24'50" WEST 227.45 FEET; THENCE SOUTH 68°00'20" WEST 233.56 FEET; THENCE SOUTH 87°44'30" WEST 294.32 FEET; THENCE SOUTH 72°11'00" WEST 82.47 FEET; THENCE SOUTH 44°02'20" WEST 145.88 FEET; THENCE SOUTH 17°10'00" WEST 338.18 FEET; THENCE SOUTH 31°20'40" WEST 299.68 FEET; THENCE SOUTH 48°26'00" WEST 239.30 FEET; THENCE NORTH 84°04'30" WEST 49.45 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00°47'51" EAST ALONG SAID WEST LINE 1987.46 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION FOR FUTURE ROADS CONTAINING 1.75 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PARCEL CONTAINS 39.29 ACRES, MORE OR LESS.

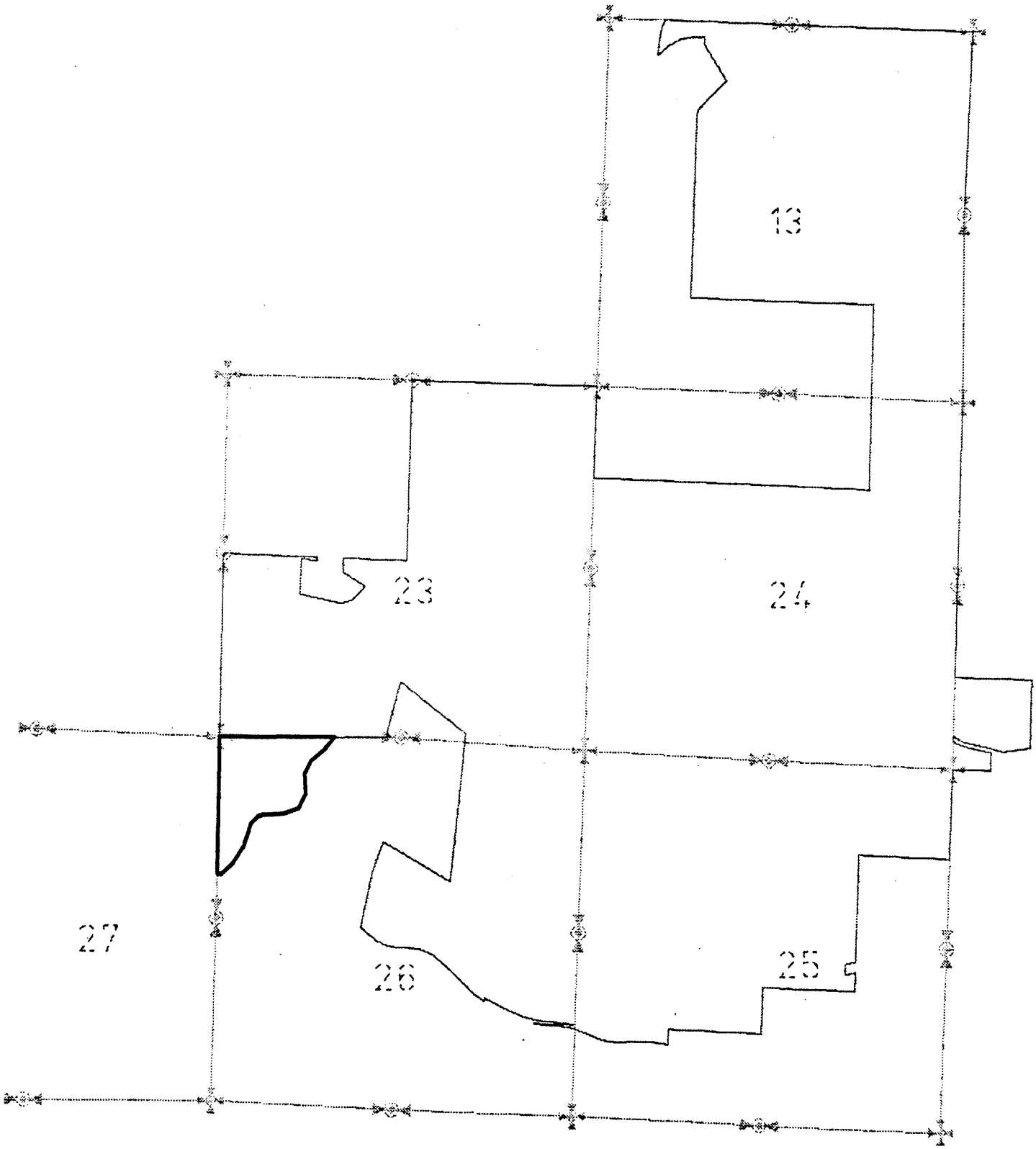


5-1-96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
WSDOT PARCEL

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



0 1000 2000 4000

May 2, 1996
PTBX0002
WDOT-PAR.DWG

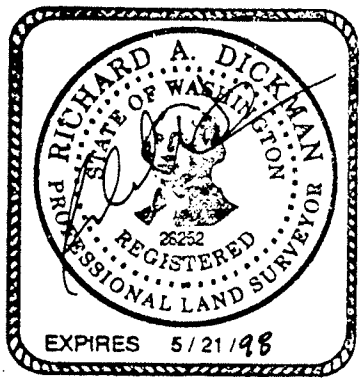
EXHIBIT 1-E

LAKESIDE NORTH
[19 acres±]

THAT PORTION OF THE SOUTHEAST QUARTER, SECTION 22, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE NORTH 88°02'27" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 869.56 FEET; THENCE NORTH 24°14'05" EAST 209.78 FEET; THENCE NORTH 18°20'10" EAST 251.89 FEET; THENCE NORTH 22°31'30" EAST 261.55 FEET; THENCE NORTH 27°25'50" EAST 366.91 FEET; THENCE NORTH 30°34'25" EAST 197.90 FEET; THENCE NORTH 39°18'35" EAST 560.56 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°44'53" WEST ALONG SAID EAST LINE 1631.62 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 18.97 ACRES, MORE OR LESS.



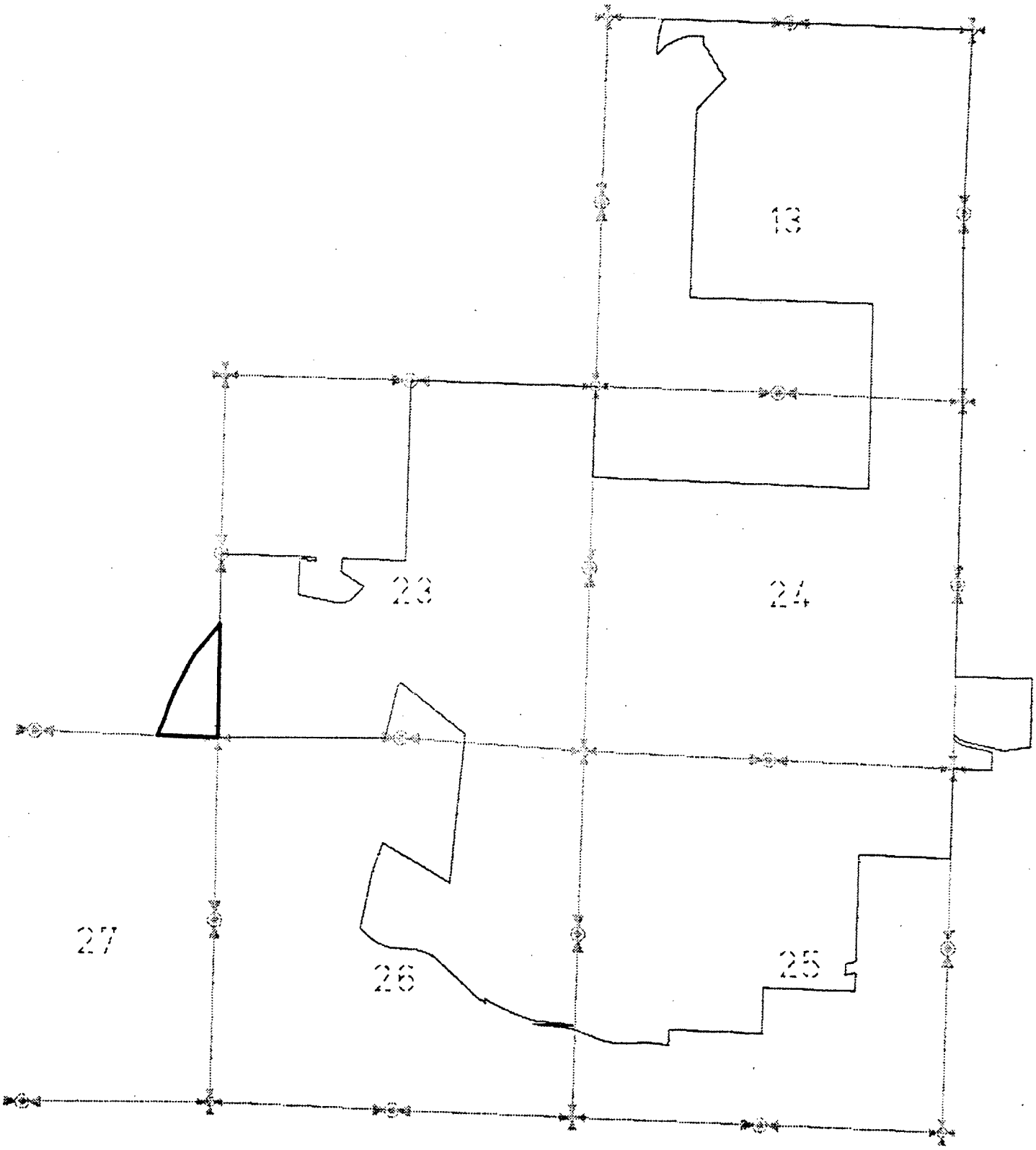
5-1-94

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

t:\wp\ptbx0002\lakeside.rad

EXHIBIT
LAKESIDE NORTH

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



0 1000 2000 4000

May 2, 1996
PTBX0002
LAKE-NTH.DWG

EXHIBIT 1-F

COUNTY RURAL OPEN SPACE
[1,020 acres±]

THAT PORTION OF SECTIONS 13, 23, 24, 25, AND 26, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 24 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°28'16" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 1318.34 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTIONS; THENCE SOUTH 88°07'47" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER 2643.95 FEET TO THE CENTER - NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 24; THENCE SOUTH 87°48'52" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, 1339.82 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 24; THENCE NORTH 01°08'47" EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER 1327.59 FEET TO THE EAST ONE-SIXTEENTH CORNER OF SAID SECTIONS 13 AND 24; THENCE NORTH 00°51'16" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13, 1334.81 FEET TO THE SOUTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 88°05'48" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1322.41 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 13, THENCE NORTH 88°25'04" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13, 1317.99 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 01°38'32" EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER 1325.05 FEET TO THE CENTER-WEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE NORTH 01°38'39" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 13, 1321.83 FEET TO THE NORTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 13; THENCE SOUTH 88°22'07" EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER 10.00 FEET TO THE EAST LINE OF A TRACT OF LAND DEEDED TO THE ISSAQUAH SCHOOL DISTRICT AS RECORDED BY INSTRUMENT UNDER RECORDING NO. 9407181436; THENCE NORTH 46°41'00" EAST 374.85 FEET; THENCE NORTH 73°05'07" EAST 968.95 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF THE ISSAQUAH-FALL CITY ROAD AS SHOWN ON SAID SURVEY; THENCE NORTH 08°27'01" WEST 95.86 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID ROAD; THENCE NORTH 21°09'27" EAST 426.73 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13; THENCE NORTH 01°40'03" EAST ALONG SAID CENTERLINE 250.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 88°16'19" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 2639.26 FEET TO THE

NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 02°22'19" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 2630.46 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°03'07" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, 2687.41 FEET TO THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 01°12'50" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, 2651.50 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE SOUTH 01°10'47" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 1325.31 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE SOUTH 88°25'48" EAST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, 1132.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°09'07" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, 983.14 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 143.41 FEET; THENCE NORTH 52°15'54" WEST 1233.56 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01°10'47" WEST ALONG SAID EAST LINE 443.20 FEET; THENCE NORTH 56°24'23" WEST 798.23 FEET; THENCE NORTH 81°36'42" WEST 522.48 FEET; THENCE NORTH 51°48'56" WEST 407.49 FEET; THENCE SOUTH 70°11'35" WEST 1007.05 FEET; THENCE SOUTH 49°07'18" WEST 2324.07 FEET; THENCE SOUTH 00°21'25" WEST 1374.04 FEET; THENCE SOUTH 21°10'30" WEST 1126.65 FEET; THENCE SOUTH 82°19'00" EAST 1898.09 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°01'58" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25, 660.32 FEET TO THE CENTER-SOUTH ONE-SIXTEENTH CORNER OF SAID SECTION 25, THENCE NORTH 88°13'42" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 25, 1351.10 FEET TO THE SOUTHWEST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°15'13" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER 222.91 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF THE BURLINGTON-NORTHERN RAILROAD AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 171984, RECORDS OF SAID COUNTY; THENCE NORTH 78°32'42" WEST ALONG SAID MARGIN 36.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1544.67 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 13° 12' 00" A DISTANCE OF 355.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°15'18" WEST ALONG SAID MARGIN 301.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 904.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 23° 52' 00" A DISTANCE OF 376.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 67°52'42" WEST ALONG SAID MARGIN 218.70 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1004.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN AND THE NORTH MARGIN OF SAID RAILROAD AS DISCLOSED BY INSTRUMENT UNDER AUDITOR'S FILE NO. 57586, RECORDS OF SAID COUNTY, THROUGH A CENTRAL ANGLE OF

18° 04' 00" A DISTANCE OF 316.88 FEET TO A POINT OF TANGENCY; THENCE NORTH 85°56'42" WEST ALONG SAID MARGIN 250.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1095.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 07° 06' 55" A DISTANCE OF 136.10 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 88°11'12" EAST ALONG SAID SOUTH LINE 584.53 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH AND SAID MARGIN FROM WHICH ITS CENTER BEARS SOUTH 14°51'30" WEST 1054.93 FEET DISTANT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 10° 48' 12" A DISTANCE OF 198.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 85°56'42" WEST ALONG SAID MARGIN 250.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1045.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 16° 45' 00" A DISTANCE OF 305.77 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3719.72 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 30' 00" A DISTANCE OF 292.15 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 5629.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 00' 00" A DISTANCE OF 196.51 FEET TO A POINT OF COMPOUND CURVATURE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1202.18 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 05° 35' 25" A DISTANCE OF 117.30 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01°15'57" WEST ALONG SAID EAST LINE AND MARGIN 58.28 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 31°29'48" EAST 1252.18 FEET DISTANT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 11° 41' 30" A DISTANCE OF 255.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 46°48'42" WEST ALONG SAID MARGIN 615.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 686.62 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 40° 16' 00" A DISTANCE OF 482.55 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°04'42" WEST ALONG SAID MARGIN 216.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 586.62 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 38° 12' 04" A DISTANCE OF 391.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 48°52'38" WEST ALONG SAID MARGIN 169.30 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1619.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 01° 36' 46" A DISTANCE OF 45.59 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF

THE BONNEVILLE POWER ADMINISTRATION AS ESTABLISHED BY U.S. DISTRICT COURT CAUSE NO. 4095; THENCE NORTH 11°35'56" EAST ALONG SAID EAST MARGIN 809.84 FEET; THENCE NORTH 19°32'07" EAST ALONG SAID MARGIN 467.34 FEET TO A TRACT OF LAND AS CONVEYED TO THE CITY OF ISSAQUAH BY INSTRUMENT UNDER RECORDING NO. 9303171953, RECORDS OF SAID COUNTY; THENCE SOUTH 60°05'25" EAST ALONG SAID TRACT 1132.15 FEET; THENCE NORTH 05°37'12" EAST ALONG SAID TRACT 12.49 FEET; THENCE NORTH 88°47'00" EAST 1892.59 FEET; THENCE NORTH 36°57'15" EAST 795.15 FEET; THENCE NORTH 28°41'15" WEST 904.25 FEET; THENCE NORTH 55°45'00" EAST 2266.08 FEET; THENCE NORTH 00°17'30" EAST 1054.60 FEET; THENCE NORTH 89°24'50" WEST 1339.44 FEET; THENCE NORTH 00°20'52" WEST 772.70 FEET TO A POINT 70.00 FEET NORTHERLY AND NORMAL WITH THE EAST-WEST CENTERLINE OF SAID SECTION 24; THENCE SOUTH 87°53'31" EAST PARALLEL WITH SAID CENTERLINE 699.38 FEET; THENCE NORTH 12°35'35" EAST 1122.73 FEET TO A POINT 150.00 FEET SOUTHERLY AND NORMAL WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 88°07'47" WEST PARALLEL WITH SAID NORTH LINE 1530.00 FEET TO A POINT 150.00 FEET WESTERLY AND NORMAL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 01°28'16" EAST PARALLEL WITH SAID EAST LINE 387.58 FEET; THENCE SOUTH 87°20'15" WEST 531.01 FEET; THENCE NORTH 43°04'00" WEST 740.17 FEET; THENCE SOUTH 47°44'20" WEST 415.07 FEET; THENCE NORTH 33°27'30" WEST 513.69 FEET; THENCE SOUTH 51°50'40" WEST 1157.11 FEET TO THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23; THENCE NORTH 01°20'55" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 1187.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 88°39'41" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, 2686.58 FEET TO THE NORTHWEST CORNER OF SAID SECTION 24 AND THE POINT OF BEGINNING.

TOGETHER WITH TRACT 'C', KING COUNTY SHORT PLAT NO. 687013, AS RECORDED UNDER RECORDING NO. 9004259009, RECORDS OF SAID COUNTY, SAID TRACT CONTAINING 2.01 ACRES, MORE OR LESS.

EXCEPT THAT PORTION FOR THE PROPOSED WELL SITE CONTAINING 1.10 ACRES, MORE OR LESS; EXCEPT THAT PORTION FOR THE PURPOSE OF A CONNECTOR ROAD CONTAINING 1.11 ACRES, MORE OR LESS; EXCEPT THAT PORTION FOR REDMOND-FALL CITY ROAD AS SHOWN ON SAID SURVEY CONTAINING 4.37 ACRES, MORE OR LESS; AND EXCEPT THAT PORTION OF SAID SECTION 13, CONTAINING 10.00 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 88°16'19" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 310.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION; THENCE CONTINUING SOUTH 88°16'19" EAST ALONG SAID NORTH LINE 579.55 FEET; THENCE SOUTH 17°23'44" WEST 958.00 FEET TO THE NORTH MARGIN OF SAID ROAD; THENCE NORTH 74°00'04" WEST ALONG SAID NORTH MARGIN 5.89 FEET TO THE BEGINNING OF A

CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 327.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 21° 18′ 49″ A DISTANCE OF 121.99 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°41'15" WEST ALONG SAID MARGIN 42.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 240.68 FEET; THENCE WESTERLY ALONG SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 46° 43′ 14″ A DISTANCE OF 196.26 FEET TO A POINT OF REVERSE CURVE AND THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 239.23 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 25° 46′ 34″ A DISTANCE OF 107.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 73°37'55" WEST ALONG SAID MARGIN 50.06 FEET; THENCE NORTH 21°09'27" EAST 515.21 FEET; THENCE NORTH 01°40'03" EAST PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 302.91 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 1020.73 ACRES, MORE OR LESS.

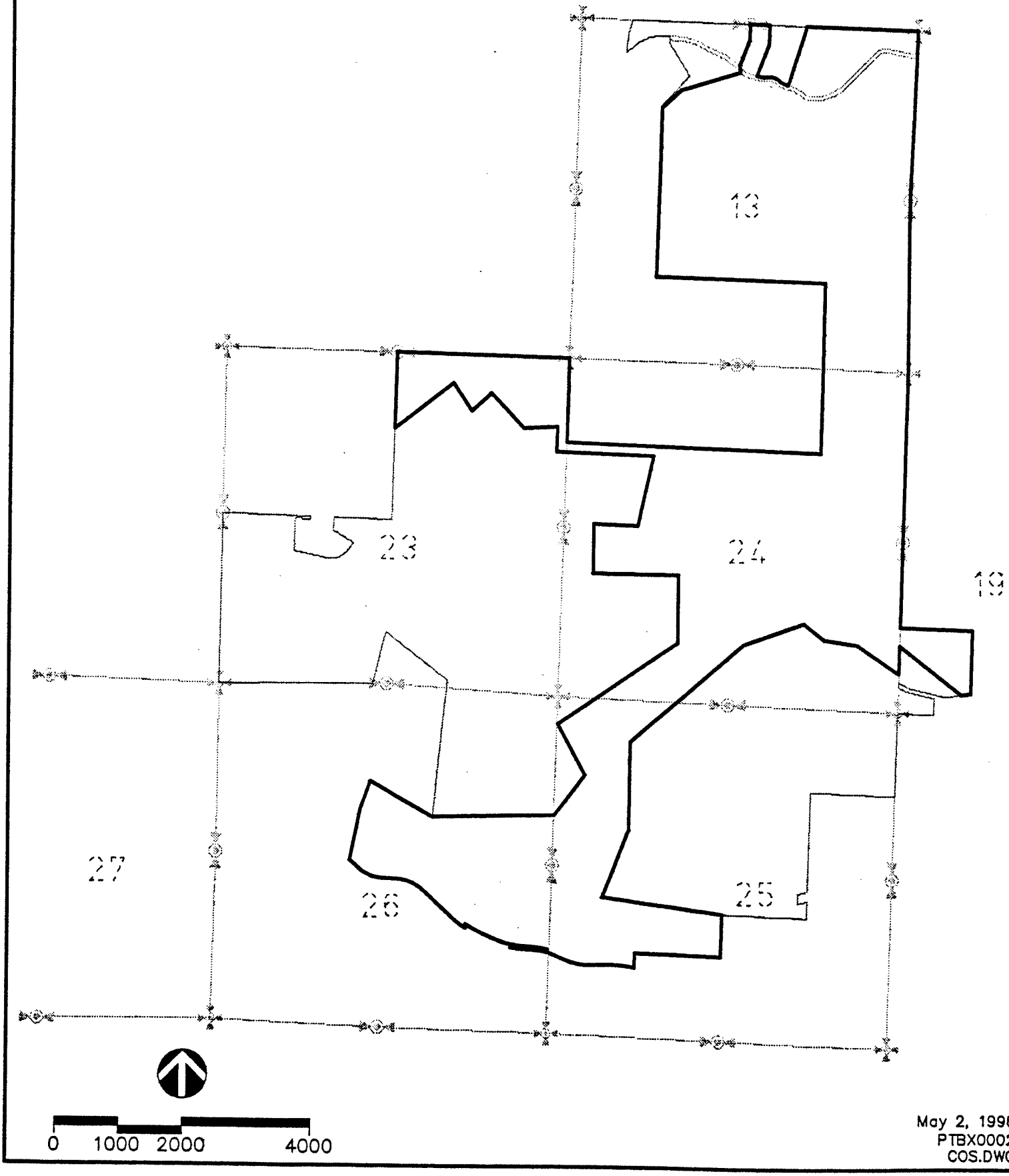
RICHARD A. DICKMAN
STATE OF WASHINGTON
26252
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 5/21/96

5-1-96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
COUNTY RURAL OPEN SPACE

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



May 2, 1996
PTBX0002
COS.DWG

EXHIBIT 1-G

COUNTY OPEN SPACE WITHIN UGA
[43 acres±]

THAT PORTION OF SECTIONS 23, 24, 25, AND 26, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°20'55" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, 1187.97 FEET TO THE PROPOSED URBAN GROWTH AREA LINE AND THE POINT OF BEGINNING; THENCE NORTH 51°50'40" EAST ALONG SAID LINE 1157.11 FEET; THENCE SOUTH 33°27'30" EAST ALONG SAID LINE 296.28 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'A'; THENCE NORTH 80°58'55" WEST 376.60 FEET; THENCE SOUTH 15°22'01" WEST 102.87 FEET; THENCE SOUTH 45°06'00" WEST 42.26 FEET; THENCE SOUTH 83°12'56" WEST 74.49 FEET; THENCE NORTH 77°17'09" WEST 21.13 FEET; THENCE SOUTH 29°45'33" WEST 34.51 FEET; THENCE SOUTH 57°03'49" WEST 55.25 FEET; THENCE SOUTH 49°44'37" WEST 43.95 FEET; THENCE SOUTH 74°24'45" WEST 53.22 FEET; THENCE SOUTH 63°08'48" WEST 54.22 FEET; THENCE SOUTH 15°04'05" WEST 97.78 FEET; THENCE SOUTH 49°59'34" WEST 34.21 FEET; THENCE SOUTH 84°59'31" WEST 25.89 FEET; THENCE NORTH 73°08'06" WEST 15.24 FEET; THENCE SOUTH 42°23'47" WEST 75.97 FEET; THENCE SOUTH 42°23'47" WEST 75.97 FEET; THENCE SOUTH 64°59'57" WEST 25.89 FEET; THENCE SOUTH 86°27'11" WEST 34.29 FEET TO A POINT 150.00 FEET NORMAL AND EASTERLY OF SAID NORTH-SOUTH CENTERLINE; THENCE SOUTH 01°20'55" WEST PARALLEL WITH SAID CENTERLINE 886.87 FEET; THENCE SOUTH 37°29'19" WEST 113.98 FEET; THENCE SOUTH 20°05'07" WEST 129.55 FEET; THENCE SOUTH 02°46'22" WEST 115.68 FEET; THENCE SOUTH 11°50'56" EAST 137.93 FEET; THENCE SOUTH 08°07'02" WEST 85.42 FEET; THENCE SOUTH 33°53'05" WEST 111.04 FEET TO SAID NORTH-SOUTH CENTERLINE; THENCE NORTH 01°20'55" EAST ALONG SAID CENTERLINE 1443.52 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'A'; THENCE SOUTH 33°27'30" EAST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 217.41 FEET; THENCE NORTH 47°44'20" EAST ALONG SAID LINE 415.07 FEET; THENCE SOUTH 43°04'00" EAST ALONG SAID LINE 740.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°20'15" EAST ALONG SAID LINE 134.79 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'B'; THENCE SOUTH 12°38'37" EAST 43.73 FEET; THENCE SOUTH 67°33'31" EAST 58.12 FEET; THENCE SOUTH 15°23'51" EAST 40.40 FEET; THENCE SOUTH 10°00'47" WEST 13.17 FEET; THENCE SOUTH 25°58'15" WEST 59.94 FEET; THENCE SOUTH 45°24'17" WEST 26.42 FEET; THENCE SOUTH 73°48'26" WEST 23.12 FEET; THENCE NORTH 78°22'49" WEST 24.46 FEET; THENCE NORTH 64°53'14" WEST 50.89 FEET; THENCE NORTH 52°02'09" WEST 17.54 FEET; THENCE NORTH 18°55'56" WEST 30.46 FEET; THENCE NORTH 04°15'54" EAST 26.92 FEET; THENCE NORTH 26°09'22" WEST 107.44 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'B'; THENCE NORTH 87°20'15" EAST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 396.22 FEET; THENCE SOUTH 01°28'16" WEST ALONG SAID LINE 387.58 FEET; THENCE SOUTH 88°07'47" EAST ALONG SAID LINE 1460.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'47" EAST ALONG SAID LINE 69.98 FEET; THENCE SOUTH 12°35'35" WEST

ALONG SAID LINE 1122.73 FEET; THENCE NORTH 87°53'31" WEST ALONG SAID LINE 699.38 FEET; THENCE SOUTH 00°20'52" EAST ALONG SAID LINE 772.70 FEET; THENCE SOUTH 89°24'50" EAST ALONG SAID LINE 1339.44 FEET; THENCE SOUTH 00°17'30" WEST ALONG SAID LINE 131.84 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT 'C'; THENCE NORTH 80°31'02" WEST 183.64 FEET; THENCE SOUTH 63°48'49" WEST 226.00 FEET; THENCE NORTH 89°31'50" WEST 42.72 FEET; THENCE NORTH 51°13'56" WEST 60.45 FEET; THENCE NORTH 79°33'19" WEST 218.83 FEET; THENCE NORTH 38°18'03" WEST 35.88 FEET; THENCE NORTH 15°28'46" WEST 105.25 FEET; THENCE SOUTH 65°49'20" WEST 60.23 FEET; THENCE SOUTH 48°15'05" WEST 116.57 FEET; THENCE SOUTH 32°25'35" WEST 208.01 FEET; THENCE SOUTH 24°02'59" WEST 303.76 FEET; THENCE SOUTH 70°55'55" EAST 32.05 FEET; THENCE SOUTH 56°57'38" EAST 52.51 FEET; THENCE SOUTH 39°42'56" EAST 34.24 FEET; THENCE SOUTH 01°16'33" WEST 35.93 FEET; THENCE SOUTH 40°51'17" WEST 32.38 FEET; THENCE SOUTH 14°23'21" WEST 18.11 FEET; THENCE SOUTH 42°26'45" WEST 66.96 FEET; THENCE SOUTH 22°50'13" WEST 203.32 FEET; THENCE SOUTH 59°59'14" WEST 34.21 FEET; THENCE NORTH 79°59'52" WEST 34.20 FEET; THENCE NORTH 44°19'41" WEST 64.53 FEET; THENCE NORTH 15°33'57" WEST 56.42 FEET; THENCE NORTH 37°41'25" WEST 135.49 FEET; THENCE NORTH 52°54'28" WEST 45.33 FEET; THENCE NORTH 30°17'18" WEST 51.51 FEET; THENCE NORTH 49°17'27" WEST 91.01 FEET; THENCE NORTH 85°49'07" WEST 91.34 FEET; THENCE NORTH 70°28'52" WEST 106.82 FEET; THENCE NORTH 41°49'10" WEST 56.33 FEET; THENCE NORTH 52°58'23" WEST 188.16 FEET; THENCE NORTH 52°42'15" WEST 185.93 FEET; THENCE NORTH 32°53'10" WEST 196.27 FEET; THENCE NORTH 25°06'41" WEST 124.46 FEET; THENCE SOUTH 51°02'24" EAST 54.84 FEET; THENCE SOUTH 75°44'41" EAST 24.12 FEET; THENCE NORTH 78°51'07" EAST 63.15 FEET; THENCE SOUTH 81°15'12" EAST 74.90 FEET; THENCE SOUTH 57°41'27" EAST 68.94 FEET; THENCE SOUTH 85°20'17" EAST 96.95 FEET; THENCE NORTH 71°49'16" EAST 55.90 FEET; THENCE SOUTH 85°22'07" EAST 59.69 FEET; THENCE NORTH 73°01'20" EAST 27.98 FEET; THENCE NORTH 47°23'32" EAST 16.26 FEET; THENCE NORTH 10°13'29" EAST 45.46 FEET; THENCE NORTH 33°11'38" EAST 62.76 FEET; THENCE NORTH 00°45'45" WEST 303.63 FEET; THENCE NORTH 02°16'34" EAST 360.30 FEET; THENCE NORTH 51°34'40" WEST 119.75 FEET; THENCE SOUTH 61°31'47" WEST 86.49 FEET; THENCE SOUTH 89°09'16" WEST 98.27 FEET; THENCE SOUTH 75°40'13" WEST 152.40 FEET; THENCE SOUTH 68°05'18" WEST 105.29 FEET; THENCE SOUTH 85°29'06" WEST 96.29 FEET; THENCE SOUTH 69°11'23" WEST 59.36 FEET; THENCE NORTH 75°55'22" WEST 84.73 FEET; THENCE NORTH 30°05'21" WEST 34.05 FEET; THENCE NORTH 21°34'49" EAST 63.51 FEET; THENCE NORTH 75°09'35" EAST 162.28 FEET; THENCE NORTH 89°43'39" EAST 63.42 FEET; THENCE NORTH 48°10'31" EAST 87.33 FEET; THENCE SOUTH 88°58'25" EAST 86.53 FEET; THENCE NORTH 61°58'32" EAST 56.02 FEET; THENCE NORTH 81°47'19" EAST 90.74 FEET; THENCE NORTH 73°51'36" EAST 78.89 FEET; THENCE NORTH 51°46'44" EAST 167.25 FEET; THENCE NORTH 85°00'16" EAST 42.26 FEET; THENCE SOUTH 53°56'10" EAST 88.99 FEET; THENCE NORTH 89°26'19" EAST 52.06 FEET; THENCE NORTH 68°22'38" EAST 53.57 FEET; THENCE NORTH 32°22'15" EAST 30.24 FEET; THENCE NORTH 72°05'36" EAST 18.18 FEET; THENCE NORTH 2°28'48" EAST 72.57 FEET; THENCE NORTH 60°00'18" EAST 50.01 FEET; THENCE SOUTH 64°22'19" EAST 82.86 FEET; THENCE SOUTH 39°49'46" EAST 33.90 FEET; THENCE SOUTH 14°41'10" EAST 68.00 FEET; THENCE SOUTH 65°00'26" EAST 68.95 FEET; THENCE SOUTH 41°38'40" EAST 47.48 FEET; THENCE SOUTH 00°59'00" EAST 60.60 FEET;

THENCE NORTH 71°01'39" EAST 91.32 FEET; THENCE SOUTH 66°47'55" EAST 54.27 FEET; THENCE SOUTH 25°00'46" EAST 42.26 FEET; THENCE SOUTH 68°05'39" EAST 60.17 FEET; THENCE NORTH 62°41'35" EAST 37.99 FEET; THENCE NORTH 24°12'16" EAST 44.95 FEET; THENCE NORTH 55°00'05" EAST 42.26 FEET; THENCE SOUTH 75°56'47" EAST 56.01 FEET; THENCE SOUTH 21°37'24" EAST 48.96 FEET; THENCE NORTH 79°44'07" EAST 69.02 FEET; THENCE NORTH 30°15'10" EAST 215.06 FEET; THENCE NORTH 08°07'11" WEST 77.24 FEET; THENCE NORTH 08°01'25" EAST 158.33 FEET; THENCE NORTH 24°53'33" EAST 89.33 FEET; THENCE NORTH 00°55'23" WEST 85.65 FEET; THENCE NORTH 23°08'46" EAST 106.04 FEET; THENCE NORTH 04°37'12" EAST 89.39 FEET; THENCE NORTH 28°34'32" EAST 110.39 FEET; THENCE NORTH 01°43'20" EAST 92.50 FEET; THENCE NORTH 11°17'21" WEST 74.64 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'C'; THENCE SOUTH 00°17'30" WEST ALONG SAID PROPOSED URBAN GROWTH AREA LINE 894.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°17'30" WEST ALONG SAID LINE 28.67 FEET; THENCE SOUTH 55°45'00" WEST ALONG SAID LINE 2266.08 FEET; THENCE SOUTH 28°41'15" EAST ALONG SAID LINE 904.25 FEET; THENCE SOUTH 36°57'15" WEST ALONG SAID LINE 795.15 FEET; THENCE SOUTH 88°47'00" WEST ALONG SAID LINE 3.37 FEET TO A POINT FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 26 BEARS SOUTH 01°28'40" WEST 779.77 FEET DISTANT; THENCE CONTINUING SOUTH 38°47'00" WEST ALONG SAID LINE 83.34 FEET; THENCE NORTH 01°13'00" WEST NORMAL WITH SAID LINE 1.69 FEET; THENCE NORTH 78°04'49" EAST 27.45 FEET; THENCE NORTH 89°53'55" EAST 33.92 FEET; THENCE NORTH 63°56'16" EAST 25.99 FEET; THENCE NORTH 37°33'07" EAST 67.04 FEET; THENCE NORTH 28°37'58" EAST 43.01 FEET; THENCE NORTH 33°40'35" EAST 80.63 FEET; THENCE NORTH 46°12'56" EAST 88.66 FEET; THENCE NORTH 16°58'29" EAST 110.94 FEET; THENCE NORTH 04°44'59" EAST 58.69 FEET; THENCE NORTH 29°09'22" EAST 61.43 FEET; THENCE NORTH 58°05'18" EAST 66.04 FEET; THENCE NORTH 78°17'40" EAST 67.08 FEET; THENCE NORTH 48°55'19" EAST 20.99 FEET; THENCE NORTH 20°10'21" EAST 95.43 FEET; THENCE NORTH 13°09'32" WEST 152.51 FEET; THENCE NORTH 64°34'37" WEST 46.45 FEET; THENCE NORTH 15°00'11" WEST 42.26 FEET; THENCE NORTH 18°36'32" EAST 29.14 FEET; THENCE NORTH 05°58'42" WEST 62.41 FEET; THENCE NORTH 33°33'28" WEST 26.41 FEET; THENCE NORTH 58°52'57" WEST 69.64 FEET; THENCE NORTH 38°26'34" WEST 55.67 FEET; THENCE NORTH 15°08'03" WEST 47.73 FEET; THENCE NORTH 33°29'51" WEST 193.82 FEET; THENCE NORTH 24°24'28" WEST 45.74 FEET; THENCE SOUTH 85°20'02" WEST 120.35 FEET; THENCE NORTH 17°17'32" EAST 193.78 FEET; THENCE NORTH 28°01'33" EAST 64.21 FEET; THENCE NORTH 45°23'33" EAST 198.23 FEET; THENCE NORTH 49°19'53" EAST 214.22 FEET; THENCE SOUTH 89°53'26" EAST 32.43 FEET; THENCE NORTH 61°21'31" EAST 38.51 FEET; THENCE NORTH 35°22'19" EAST 32.13 FEET; THENCE NORTH 06°04'58" EAST 30.48 FEET; THENCE NORTH 88°05'17" EAST 113.60 FEET; THENCE NORTH 27°15'03" EAST 66.50 FEET; THENCE NORTH 87°53'29" EAST 64.41 FEET; THENCE NORTH 58°52'59" EAST 213.13 FEET; THENCE NORTH 44°00'07" EAST 125.05 FEET; THENCE NORTH 33°46'20" EAST 205.18 FEET; THENCE NORTH 64°37'36" EAST 179.78 FEET; THENCE NORTH 73°56'09" EAST 225.90 FEET; THENCE NORTH 60°02'29" EAST 71.47 FEET; THENCE NORTH 47°14'54" EAST 85.62 FEET; THENCE NORTH 20°46'02" EAST 66.67 FEET; THENCE NORTH 07°29'25" WEST 52.55 FEET; THENCE NORTH 28°40'52" WEST 109.49 FEET; THENCE NORTH 42°55'10" WEST

77.71 FEET; THENCE NORTH 00°13'13" EAST 78.02 FEET; THENCE NORTH 45°00'00" EAST 42.26 FEET; THENCE SOUTH 81°40'25" EAST 47.44 FEET; THENCE SOUTH 51°55'52" EAST 111.92 FEET; THENCE SOUTH 66°17'16" EAST 48.34 FEET; THENCE SOUTH 21°48'16" EAST 35.35 FEET; THENCE SOUTH 66°08'36" EAST 57.73 FEET; THENCE SOUTH 47°50'19" EAST 65.97 FEET; THENCE NORTH 74°40'56" EAST 158.41 FEET TO THE POINT OF BEGINNING.

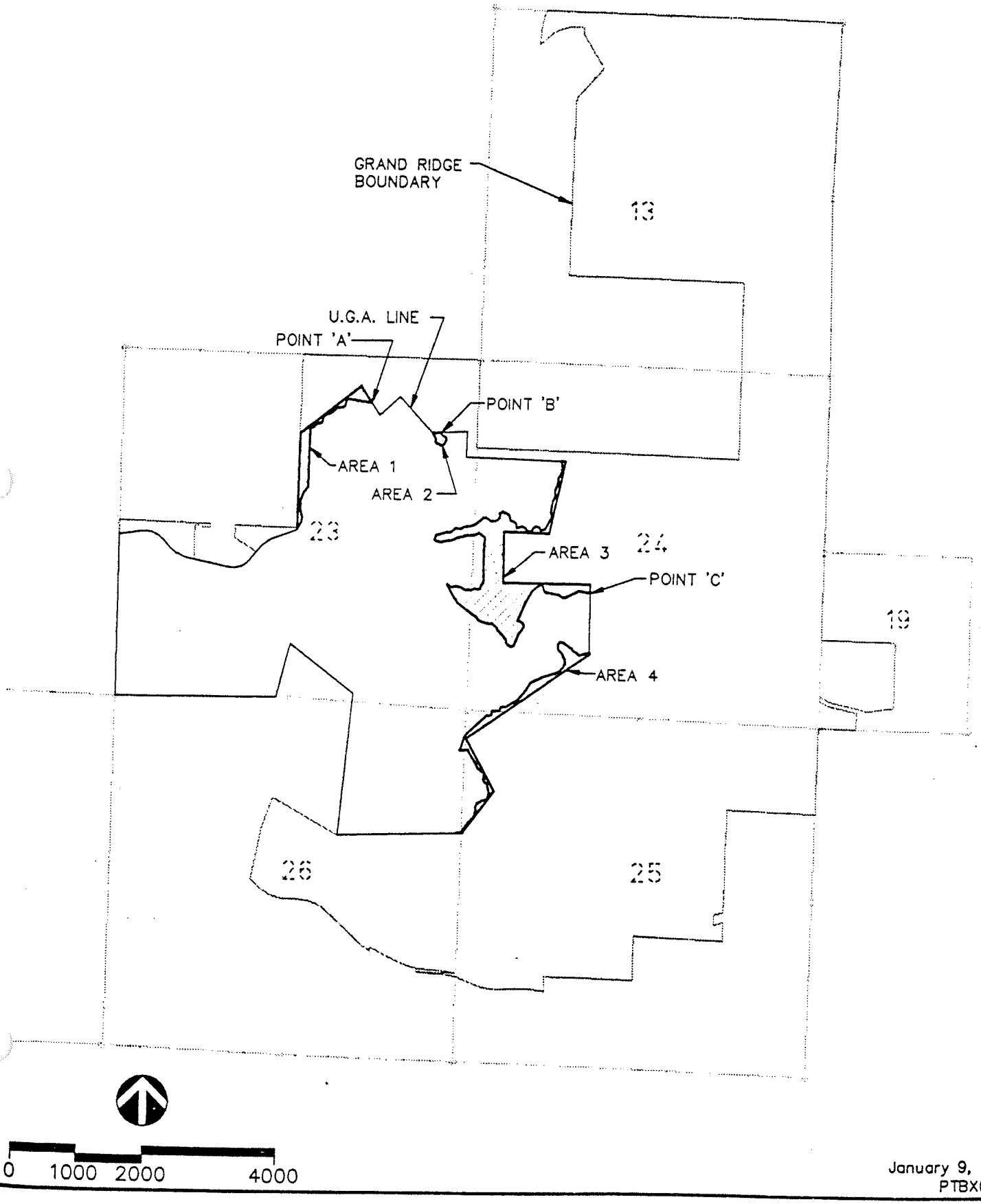
THE ABOVE-DESCRIBED PARCELS CONTAIN 1,878,261 SQUARE FEET OR 43.12 ACRES, MORE OR LESS.

t:\wp\ptbx0002\openspc.rad

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREAS 1, 2, 3 AND 4

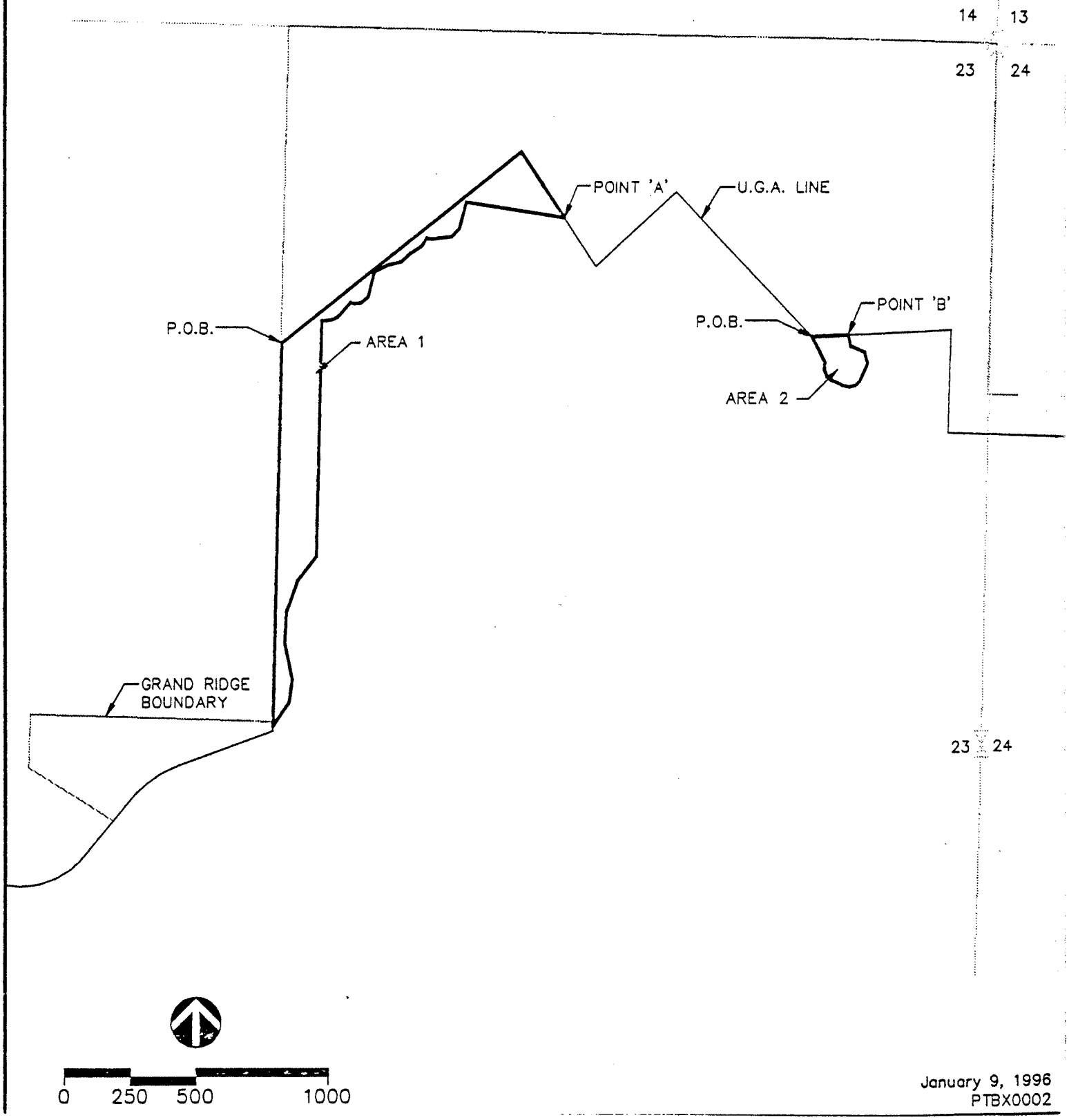
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 1 AND AREA 2

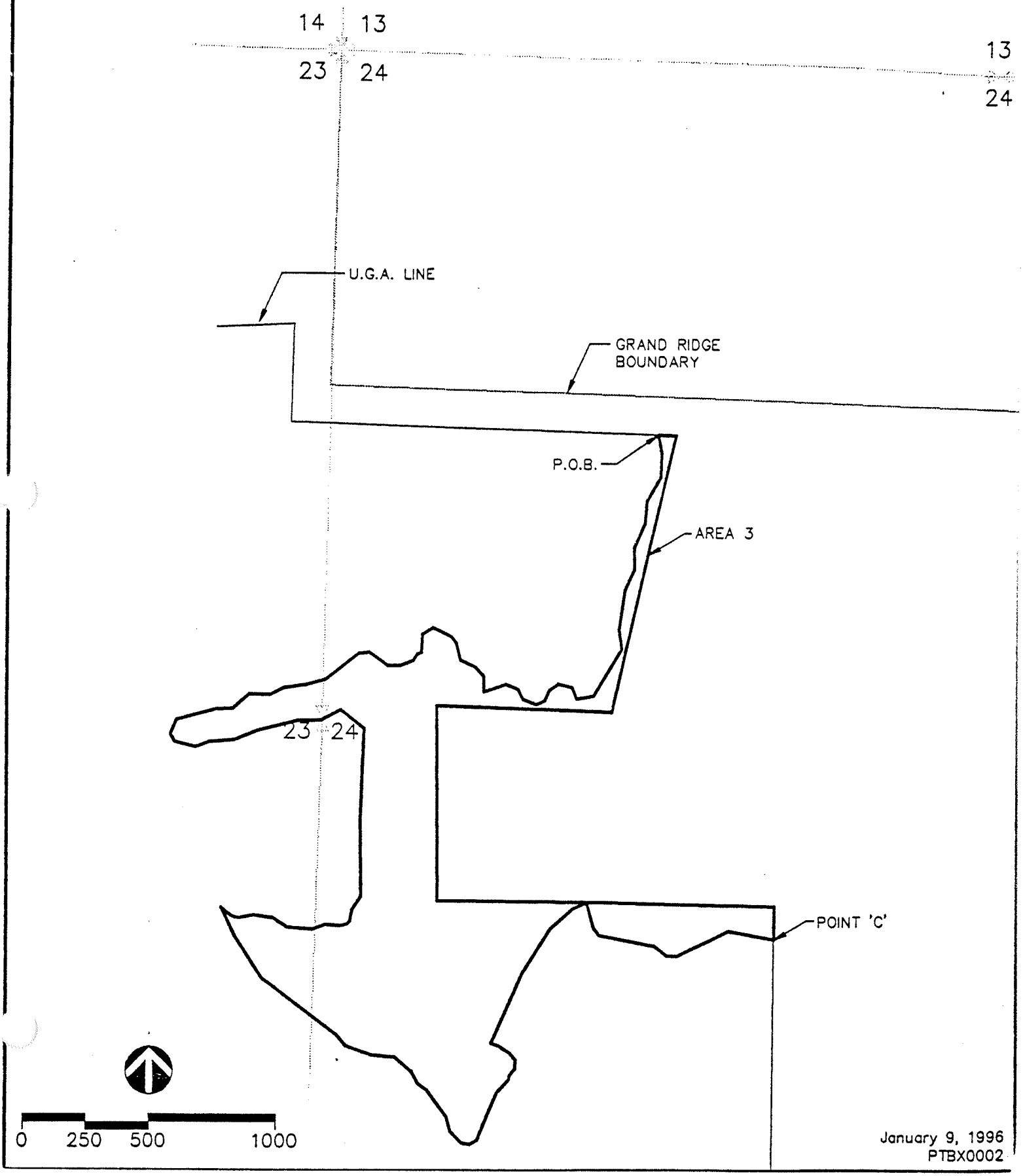
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 3

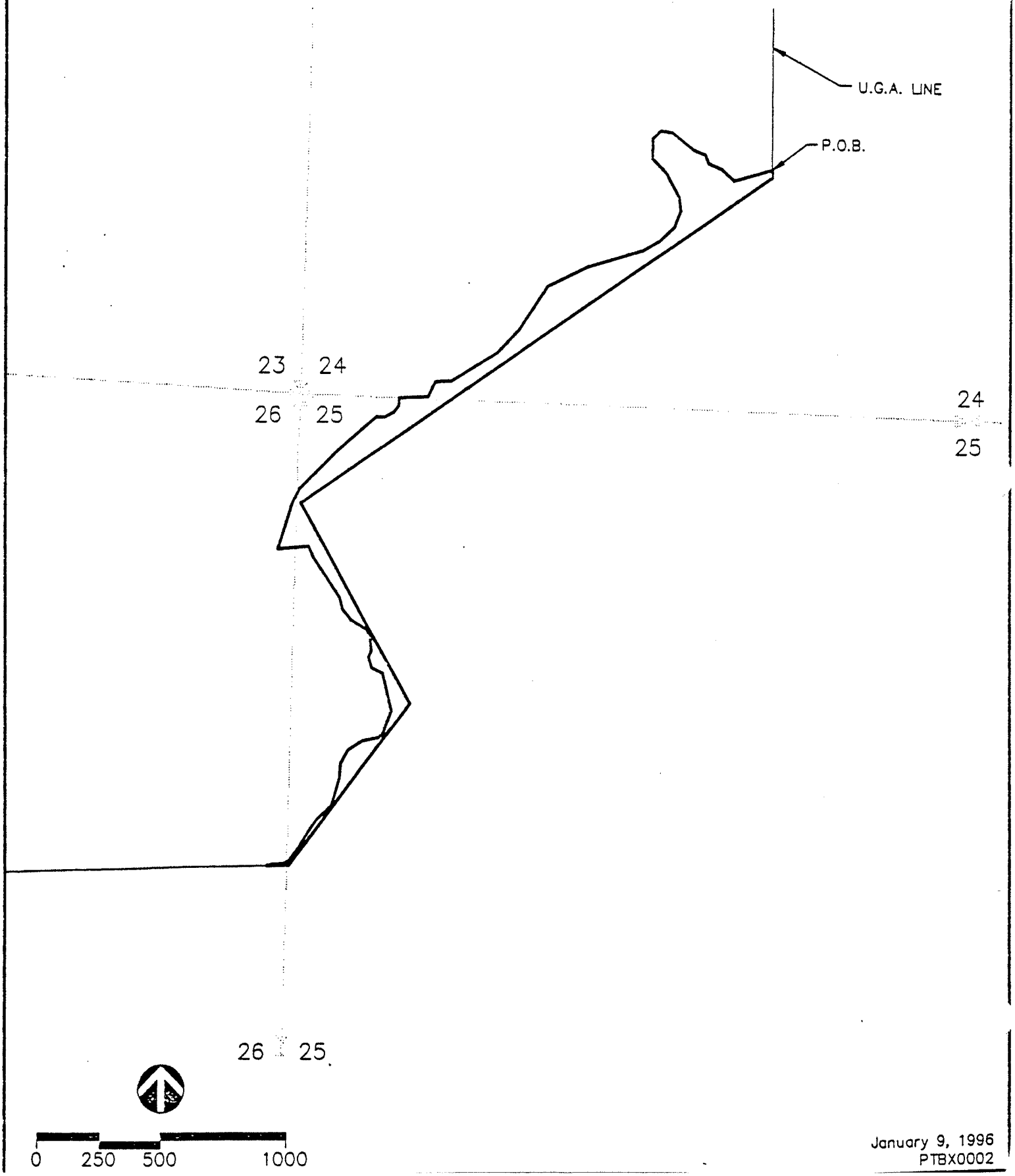
GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT
COUNTY OPEN SPACE WITHIN THE URBAN AREA
AREA 4

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



January 9, 1996
PTBX0002

EXHIBIT 1-H

CONSERVATION AREA
[179.25 acres±]

THAT PORTION OF SECTIONS 24 AND 25, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°27'18" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 1293.56 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., THENCE NORTH 88°00'34" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER 1331.08 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°14'34" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER 1299.80 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°12'37" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO 8708061208, RECORDS OF SAID COUNTY, THENCE SOUTH 74°38'32" WEST ALONG SAID TRACT 150.00 FEET; THENCE SOUTH 01°12'37" WEST ALONG SAID TRACT 153.46 FEET; THENCE NORTH 74°38'32" EAST ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1324.18 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 82°19'00" WEST 1898.09 FEET; THENCE NORTH 21°10'30" EAST 1126.65 FEET; THENCE NORTH 00°21'25" EAST 1374.04 FEET; THENCE NORTH 49°07'18" EAST 2324.07 FEET; THENCE NORTH 70°11'35" EAST 1007.05 FEET; THENCE SOUTH 51°48'56" EAST 407.49 FEET; THENCE SOUTH 81°36'42" EAST 522.48 FEET; THENCE SOUTH 56°24'23" EAST 798.23 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°10'47" EAST ALONG SAID WEST LINE 443.20 FEET; THENCE SOUTH 52°15'54" EAST 1233.56 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 258.52 FEET; THENCE NORTH 76°10'14" WEST ALONG SAID MARGIN 164.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 10' 32" A DISTANCE OF 19.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°16'58" WEST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°36'58" WEST ALONG SAID MARGIN 60.11 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°10'47" WEST ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE SOUTH 52°36'58" EAST ALONG SAID MARGIN 16.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°16'58" EAST ALONG SAID

MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06° 18' 55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°09'57" WEST ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88°16'10" WEST ALONG SAID SOUTH LINE 566.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.
EXCEPT THAT PORTION OF SAID SECTIONS 24 AND 25, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 87°44'39" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 179.65 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION; THENCE SOUTH 53°01'30" EAST 126.74 FEET; THENCE SOUTH 02°49'16" WEST 201.20 FEET; THENCE SOUTH 44°18'11" WEST 56.71 FEET; THENCE SOUTH 59°07'15" WEST 129.23 FEET; THENCE SOUTH 76°22'40" WEST 67.25 FEET; THENCE SOUTH 72°58'05" WEST 64.21 FEET; THENCE SOUTH 82°47'01" WEST 149.73 FEET; THENCE NORTH 87°11'38" WEST 127.30 FEET; THENCE SOUTH 47°39'11" WEST 139.68 FEET; THENCE NORTH 56°28'38" WEST 98.72 FEET; THENCE NORTH 50°02'58" WEST 142.58 FEET; THENCE NORTH 70°50'46" WEST 166.08 FEET; THENCE SOUTH 71°41'32" WEST 143.16 FEET; THENCE SOUTH 30°14'19" EAST 128.72 FEET; THENCE SOUTH 30°11'43" WEST 80.32 FEET; THENCE NORTH 41°21'10" WEST 159.88 FEET; THENCE NORTH 52°54'53" WEST 186.29 FEET; THENCE NORTH 04°00'38" EAST 198.35 FEET; THENCE NORTH 11°44'06" WEST 113.90 FEET; THENCE NORTH 73°49'46" WEST 83.15 FEET; THENCE SOUTH 83°57'13" WEST 92.57 FEET; THENCE NORTH 04°37'27" EAST 143.68 FEET; THENCE NORTH 52°04'37" WEST 52.55 FEET; THENCE SOUTH 71°23'05" WEST 59.18 FEET; THENCE SOUTH 12°35'15" WEST 209.81 FEET; THENCE SOUTH 46°52'31" EAST 185.43 FEET; THENCE SOUTH 08°39'20" WEST 170.14 FEET; THENCE SOUTH 29°15'29" EAST 136.21 FEET; THENCE SOUTH 40°24'44" EAST 103.26 FEET; THENCE SOUTH 16°50'59" EAST 69.41 FEET; THENCE SOUTH 58°17'53" EAST 88.14 FEET; THENCE SOUTH 38°23'22" EAST 97.19 FEET; THENCE SOUTH 30°23'57" WEST 71.88 FEET; THENCE SOUTH 02°10'15" WEST 105.48 FEET; THENCE SOUTH 78°27'32" WEST 46.27 FEET; THENCE SOUTH 29°20'16" WEST 198.37 FEET; THENCE SOUTH 41°45'07" EAST 81.60 FEET; THENCE SOUTH 16°55'41" WEST 76.84 FEET; THENCE SOUTH 85°13'55" WEST 85.24 FEET; THENCE SOUTH 07°11'14" WEST 248.01 FEET; THENCE SOUTH 16°24'25" WEST 163.27 FEET; THENCE SOUTH 23°21'39" WEST 224.79 FEET; THENCE NORTH 67°24'01" WEST 100.09 FEET; THENCE SOUTH 04°03'40" WEST 94.06 FEET; THENCE SOUTH 11°53'07" EAST 96.93 FEET; THENCE SOUTH 12°39'25" WEST 93.42 FEET; THENCE SOUTH 25°09'40" WEST 118.17 FEET; THENCE SOUTH 48°44'30" WEST 60.65 FEET; THENCE SOUTH 17°20'15" WEST 101.92 FEET; THENCE SOUTH 43°42'20" WEST 293.43 FEET; THENCE SOUTH 75°39'00" WEST 224.00 FEET; THENCE NORTH 66°36'50" WEST 299.02 FEET; THENCE NORTH 77°58'50" WEST 164.58 FEET; THENCE SOUTH 39°06'51" WEST 121.18 FEET; THENCE SOUTH 67°18'47" WEST 145.08 FEET; THENCE NORTH 56°18'07" WEST 103.99 FEET; THENCE NORTH 38°42'32" WEST 127.28 FEET; THENCE NORTH 13°04'26" WEST 329.51 FEET; THENCE NORTH 04°12'25" EAST 43.70 FEET; THENCE NORTH 22°02'36" EAST 43.56 FEET; THENCE NORTH 48°22'37" EAST 81.05 FEET; THENCE NORTH 52°03'59" EAST 164.20 FEET; THENCE NORTH 30°09'02" EAST 45.95 FEET; THENCE NORTH 65°58'04" EAST 240.77 FEET; THENCE NORTH 37°51'45" EAST 71.03 FEET; THENCE NORTH 11°56'23" EAST 40.29 FEET; THENCE NORTH 74°46'51" EAST 52.49

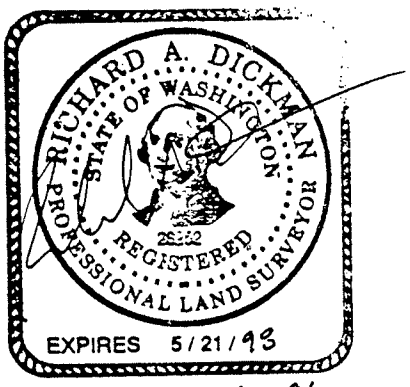
FEET; THENCE NORTH 25°58'08" EAST 122.26 FEET; THENCE NORTH 49°32'46" WEST 217.80 FEET; THENCE SOUTH 61°45'21" WEST 77.87 FEET; THENCE SOUTH 84°02'15" WEST 21.59 FEET; THENCE NORTH 69°35'49" WEST 102.95 FEET; THENCE SOUTH 45°31'03" WEST 76.83 FEET; THENCE SOUTH 37°29'10" EAST 84.80 FEET; THENCE SOUTH 20°28'38" EAST 125.53 FEET; THENCE SOUTH 49°27'41" EAST 37.96 FEET; THENCE SOUTH 70°51'55" WEST 218.57 FEET; THENCE SOUTH 07°36'18" WEST 81.93 FEET; THENCE SOUTH 53°13'52" WEST 80.83 FEET; THENCE SOUTH 70°37'36" WEST 67.62 FEET; THENCE SOUTH 56°26'51" WEST 393.62 FEET; THENCE NORTH 56°33'11" WEST 80.88 FEET; THENCE NORTH 68°45'11" WEST 65.80 FEET; THENCE NORTH 55°16 '44" WEST 98.19 FEET; THENCE NORTH 10°30'06" WEST 264.91 FEET; THENCE NORTH 30°11'36" WEST 153.80 FEET; THENCE NORTH 44°36'43" WEST 113.12 FEET; THENCE NORTH 18°57'32" WEST 129.56 FEET; THENCE NORTH 04°21'46" EAST 327.63 FEET; THENCE NORTH 16°07'41" WEST 151.29 FEET; THENCE NORTH 06°10'42" WEST 253.07 FEET; THENCE NORTH 12°40'50" EAST 205.55 FEET; THENCE NORTH 49°07'18" EAST 205.30 FEET; THENCE SOUTH 80°39'50" EAST 91.78 FEET; THENCE SOUTH 60°17'19" EAST 72.30 FEET; THENCE NORTH 67°05'25" EAST 114.56 FEET; THENCE SOUTH 59°26'09" EAST 137.48 FEET; THENCE NORTH 73°51'09" EAST 137.17 FEET; THENCE SOUTH 55°04'54" EAST 114.34 FEET; THENCE NORTH 83°14'48" EAST 89.34 FEET; THENCE NORTH 66°39'28" EAST 138.61 FEET; THENCE SOUTH 72°44'13" EAST 332.60 FEET; THENCE SOUTH 32°29'29" EAST 145.82 FEET; THENCE SOUTH 10°53'22" EAST 123.07 FEET; THENCE SOUTH 51°33'46" EAST 127.83 FEET; THENCE SOUTH 38°48'39" EAST 53.11 FEET; THENCE SOUTH 33°41'59" WEST 41.26 FEET; THENCE SOUTH 12°37'50" EAST 61.89 FEET; THENCE SOUTH 32°42'19" EAST 112.65 FEET; THENCE SOUTH 55°41'01" EAST 196.61 FEET; THENCE NORTH 36°52'48" EAST 126.95 FEET; THENCE NORTH 49°05'02" WEST 170.87 FEET; THENCE NORTH 17°49'30" WEST 42.06 FEET; THENCE NORTH 49°13'35" WEST 298.68 FEET; THENCE NORTH 15°39'02" WEST 163.93 FEET; THENCE NORTH 30°55'56" WEST 172.57 FEET; THENCE NORTH 19°41'00" WEST 120.00 FEET; THENCE NORTH 19°35'08" EAST 177.84 FEET; THENCE NORTH 40°28'11" EAST 461.19 FEET; THENCE NORTH 18°06'24" EAST 139.74 FEET; THENCE NORTH 47°55'44" EAST 87.10 FEET; THENCE NORTH 16°53'32" EAST 143.19 FEET; THENCE NORTH 44°34'13" EAST 79.89 FEET; THENCE NORTH 81°10'13" EAST 174.48 FEET; THENCE SOUTH 69°20'03" EAST 94.88 FEET; THENCE SOUTH 08°43'43" EAST 173.83 FEET; THENCE SOUTH 52°18'06" EAST 152.56 FEET; THENCE SOUTH 79°59'02" EAST 155.90 FEET; THENCE NORTH 04°10'53" EAST 134.79 FEET; THENCE NORTH 45°12'59" EAST 148.75 FEET; THENCE SOUTH 70°55'17" EAST 152.86 FEET; THENCE SOUTH 87°27'39" EAST 115.92 FEET; THENCE SOUTH 35°20'38" EAST 79.11 FEET; THENCE NORTH 68°35'32" EAST 156.23 FEET; THENCE NORTH 12°47'47" EAST 39.63 FEET; THENCE NORTH 76°33'52" EAST 167.53 FEET; THENCE SOUTH 44°39'38" EAST 60.66 FEET; THENCE SOUTH 63°06'38" EAST 188.43 FEET; THENCE SOUTH 54°17'06" EAST 160.74 FEET; THENCE SOUTH 32°28'50" EAST 66.13 FEET; THENCE SOUTH 82°22'15" EAST 93.89 FEET; THENCE SOUTH 27°56'57" EAST 135.86 FEET; THENCE SOUTH 46°27'19" EAST 251.59 FEET; THENCE SOUTH 55°13'37" EAST 91.36 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30.00 FEET OF THE WEST 138.00 FEET OF THE EAST 953.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 71.03 FEET TO THE WESTERLY EDGE ON AN EXISTING GRAVEL ACCESS DRIVE; THENCE NORTH 03°16'35" WEST ALONG SAID EDGE 3.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 23° 04' 50" A DISTANCE OF 117.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°48'15" EAST ALONG SAID EDGE 79.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 613.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 07° 43' 52" A DISTANCE OF 82.84 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 271.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 179.65 ACRES, MORE OR LESS.

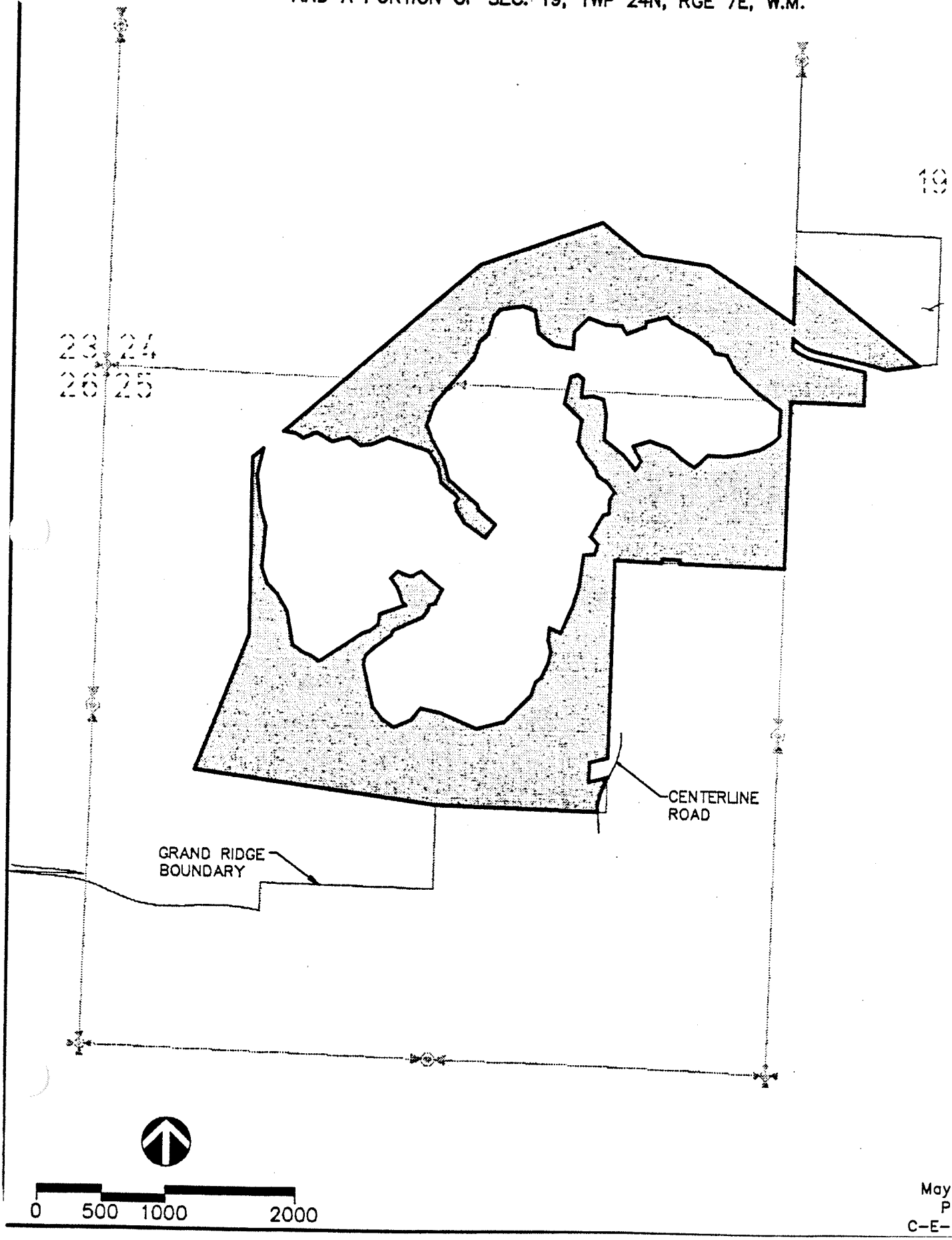


5-2-96

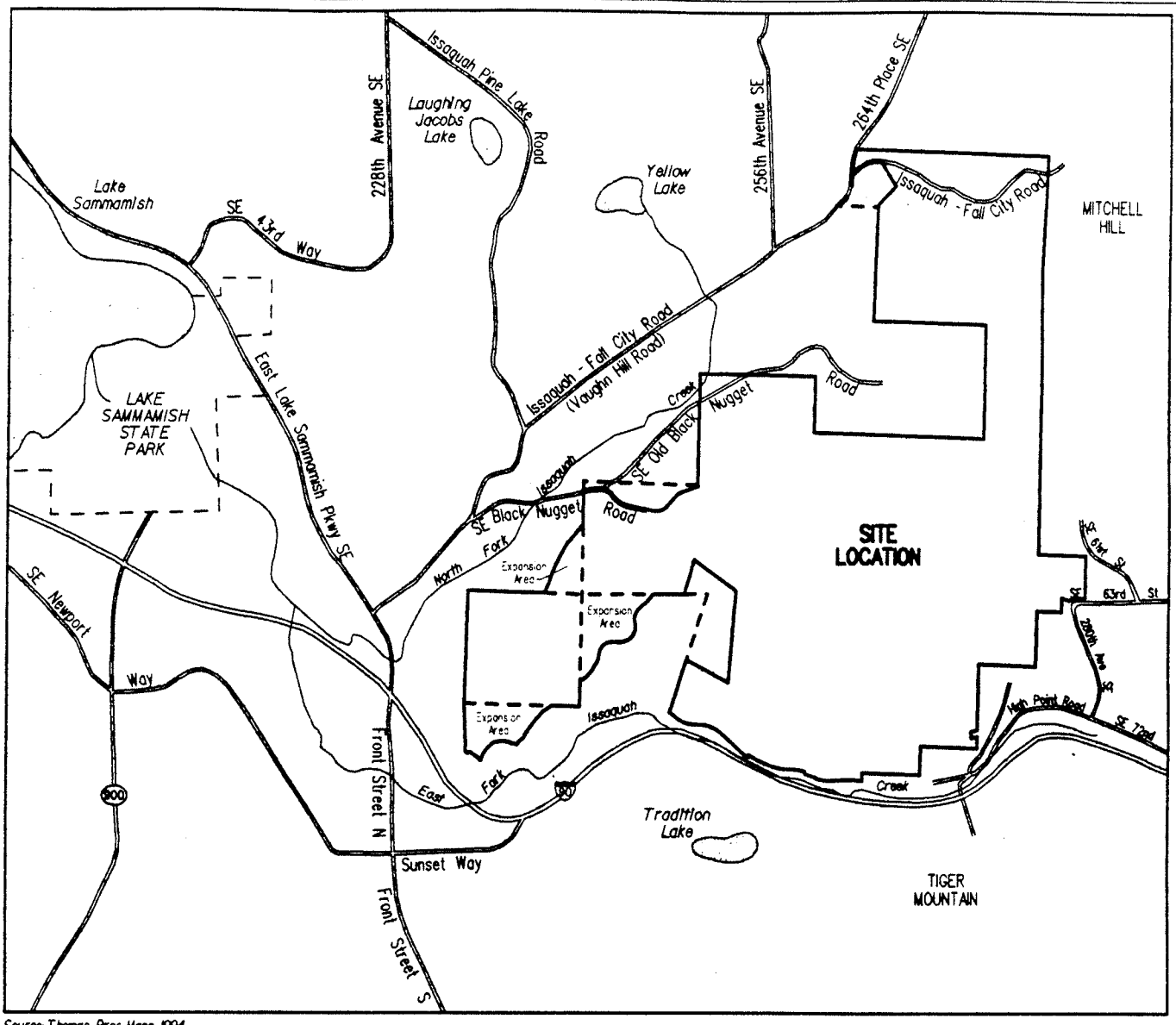
DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
CONSERVATION EASEMENT

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



May 2, 1996
PTBX0002
C-E-ENC.DWG



Source: Thomas Bros. Maps 1994

VICINITY MAP

4000 2000 0 4000

SCALE IN FEET

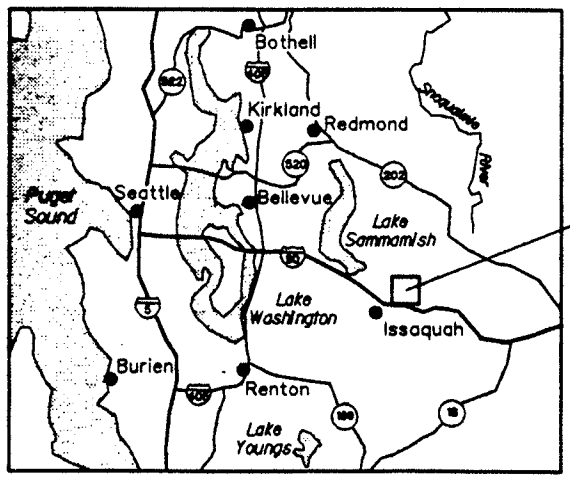


Exhibit 2

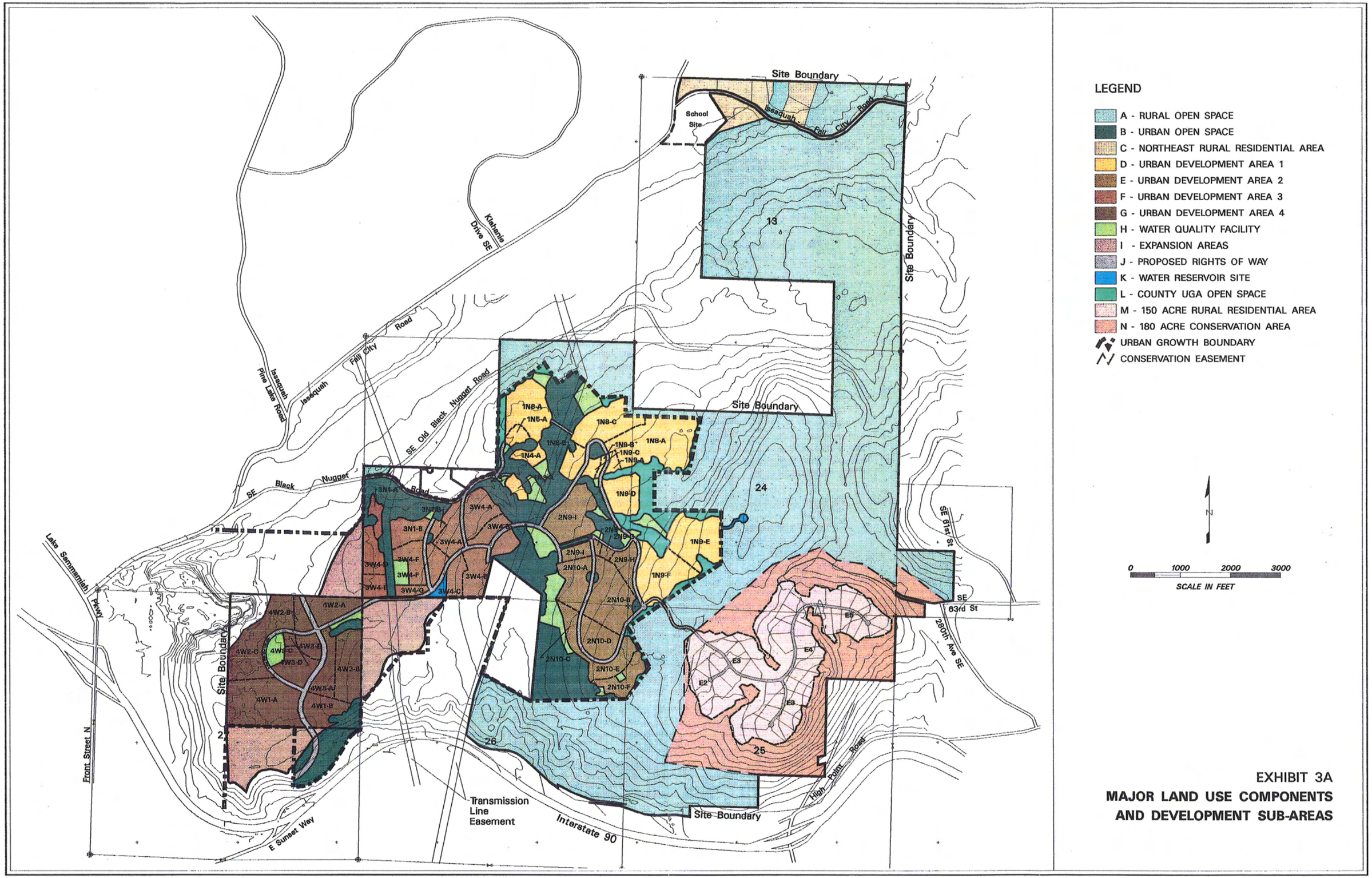


EXHIBIT 3A

MAJOR LAND USE COMPONENTS AND DEVELOPMENT SUB-AREAS

LEGEND

- PROBABLE LANDSLIDE HAZARD AREAS
- WETLANDS
- WETLAND AND STREAM BUFFER
- STEEP SLOPE
- STEEP SLOPE BUFFER
- URBAN GROWTH BOUNDARY
- INDEX CONTOURS COMPILED FROM SURVEYED POINTS
- COUNTY RURAL OPEN SPACE
- UGA OPEN SPACE
- RIGHT-OF-WAY
- URBAN DEVELOPMENT AREA
- 150 ACRE RURAL RESIDENTIAL AREA
- 180 ACRE CONSERVATION AREA
- DEVELOPMENT SUB-AREA BOUNDARY
- DEVELOPMENT BASIN BOUNDARY
- CONSERVATION EASEMENT LINE
- PRIVATE DRIVE
- INTERNAL PRIVATE DRIVE
- RESERVOIR SITE

N

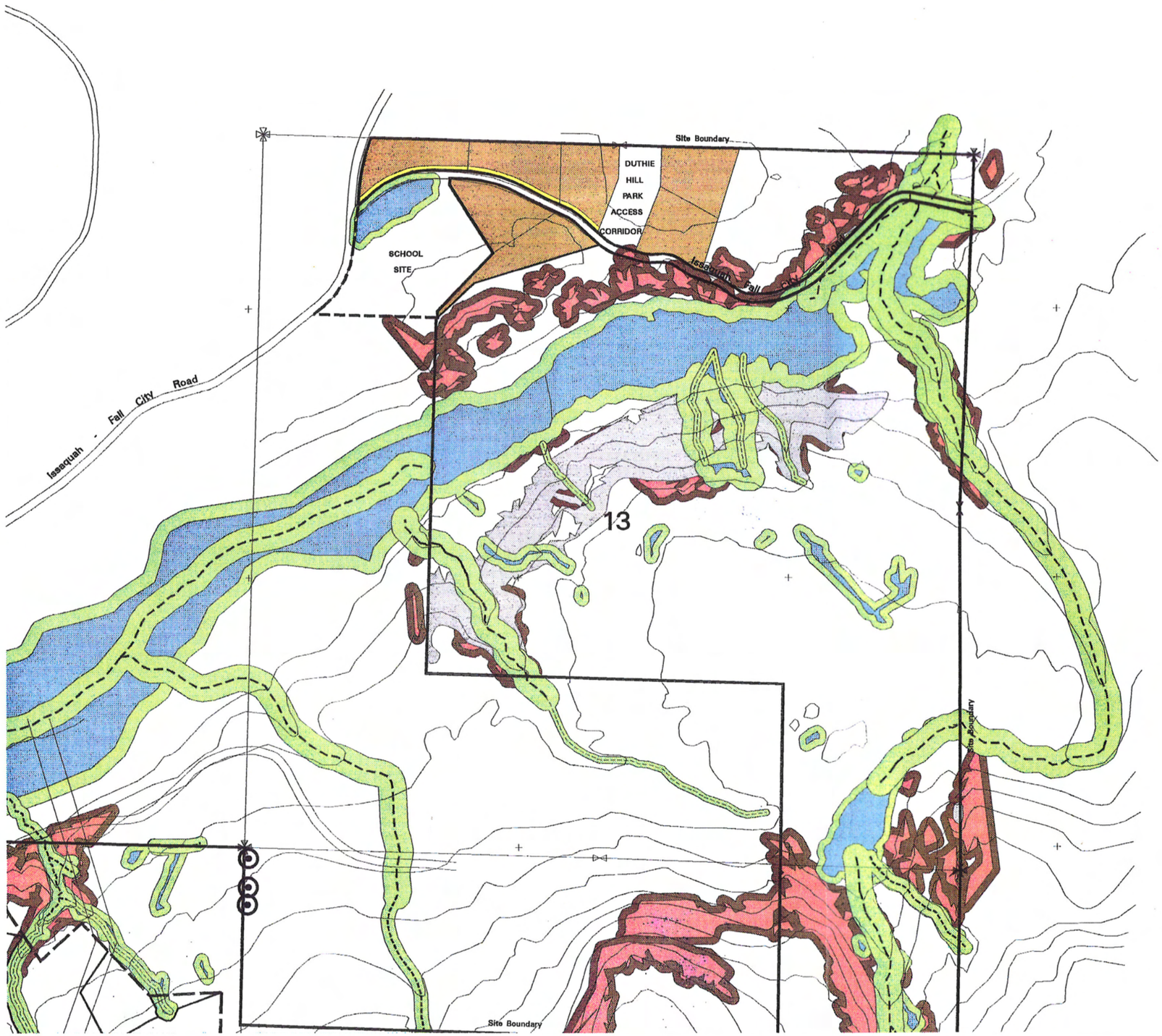
0 800 1600 2400

SCALE IN FEET

Only three lots allowed to be served from the eastern access connecting to 280th S.E. by the use of gates or other restrictive measures. (See section 4.3.8 in agreement). The internal road (dashed line) and gate location are conceptual only.

○ LIMITED ACCESS GATE

EXHIBIT 3B
SOUTHEAST RURAL PARCEL
WITH EASTERN ACCESS ALTERNATIVIE



LEGEND

- PROBABLE LANDSLIDE HAZARD AREAS
- WETLANDS
- WETLAND AND STREAM BUFFER
- STEEP SLOPE
- STEEP SLOPE BUFFER
- SEISMIC HAZARD AREAS
- SINK HOLE
- URBAN GROWTH BOUNDARY
- INDEX CONTOURS COMPILED FROM SURVEYED POINTS
- COUNTY RURAL OPEN SPACE
- RIGHT-OF-WAY
- NORTHEAST RURAL PARCELS
- URBAN DEVELOPMENT AREA
- 35 FOOT WIDE KLAHANIE TRAIL EASEMENT
- DEVELOPMENT SUB-AREA BOUNDARY
- DEVELOPMENT BASIN BOUNDARY
- CONSERVATION EASEMENT LINE
- PRIVATE DRIVE
- INTERNAL PRIVATE DRIVE

N

0 800 1600 2400

SCALE IN FEET

EXHIBIT 3C
NORTHEAST RURAL PARCELS

PLANNING GOALS

GRAND RIDGE

Table of Contents

Guiding Principles ..... pgs. 1-3

Sustainability and Stewardship 1
Pedestrian Friendly Design 1
Integrated Diversity 2
Community Values 2
Civic Celebration and Community Amenities 2
Identity within Local Context 3
Self-sufficiency and Regional Contribution 3
Vitality, Flexibility and Collaboration 3
Economy and Serviceability 3
A Variety of Housing Opportunities and Neighborhood Character 3

Public/Private Partnership ..... pgs. 4-7

Land Use and Constraints 4
Attracting Major Employers and Urban/ Village Center Activity Generators 5
Joint Efforts to Promote and Fund Transit 7
Additional Lands 7

Community Character ..... pgs. 8-18

Architectural Identity, Harmony and Variety 8
A Community for All Ages 10
The Urban Village Center and Surrounding Employment 11
Neighborhood Hubs 12
A Civic Focus to Public, Cultural, Religious and Common Facilities and Gathering Places 12
A Chain of Small Parks and Community Gathering Places 13
A Variety of Housing Opportunities and Neighborhood Character 14
Housing Examples 15

Circulation ..... pg. 19

The Collector Arterial Roads 19
Neighborhood Streets 19

Sustainability, Stewardship and Resource Protection ..... pgs. 20-22

A Thriving Culture and Economy within a Sustaining Natural Environment 20
Leadership in Resource Protection 21
Stewardship 22

GRAND
RIDGE

Guiding Principles

GRAND RIDGE
GUIDING PRINCIPLES

Communities, even "master planned communities" are not instant creations of urban designers. They are places that grow and evolve as changing needs, opportunities and personalities contribute to their form. With this in mind, we have established for Grand Ridge an underlying set of guiding principles. It is from these that our development plan is conceived, and it will be with respect to these that the community evolution will be measured.

Principle #1 - Sustainability and Stewardship

to build a sustainable and sustaining community, providing for a thriving, efficient human community that cares for and preserves the natural environment for ourselves and future generations

- provide wildlife linkages, wildlife corridors and natural areas
- create landscaping standards utilizing site-specific, water-wise methods that promote biofiltration and aquifer recharge
- create energy performance standards for resource-efficient buildings
- provide Grand Ridge clearing house for disseminating information and design alternatives that encourage use of sustainable resources, technologies, and methods for participating builders and construction companies
- encourage restoration, conservation, reduction, reuse, and recycling of site and landscape materials throughout the construction and operation of the project
- develop mixed-use, pedestrian oriented clustered communities that preserve open space and minimize individual impacts on the natural environment
- reduce auto trips by building advanced communication technologies as standard components
- provide education, information signage, access and observation venues that reinforce an awareness of the community's and individual's responsibility as stewards of their environment
- extend and expand recycling programs

Principle #2 - Pedestrian Friendly Design

to establish through land use proximities and circulation infrastructure a community that encourages walking, bicycling and transit use

- conceptually clear user friendly transportation system (ex. covered bus shelters; close to newspaper stands and coffee shops; good visibility)
- street car/shuttle connecting different clusters
- functional and safe walkways and bike paths
- mixed use zoning facilitating access to retail, grocery, public facilities, and offices
- create zoning that allows for location of basic services in each cluster
- give circulation priority to pedestrian scale proximities, activities and orientation
- Park & Ride regional transit hub integrated with activity center

nciple #3 - Integrated Diversity

to accommodate a diversity of incomes, household makeups, lifestyles, activities, land uses, ublic and private spaces, and architectural expressions in an integrated mix that enhances the richness of peoples' lives

- variety of housing
- variety of neighborhood character
- meeting needs to extended families, families, couples, and singles in different economic strata
- create live/work districts that cater to artisans and their families
- facilitate creative use of spaces for non-profit organizations
- provide homes designed with offices to accommodate the growing numbers of people who work at home

Principle #4 - Community Values

while respecting individual privacy, create a very sociable public realm that enhances the community life of children, adults and seniors and promotes common values and shared responsibilities

- provide mixed use zoning to encourage small stores, coffee places, video stores and other amenities into residential neighborhoods
- provide children-sensitive design to meet current increased demographics
- provide a visual language which clearly defines the boundaries of the different sections of the community
- integrate a variety of safe places for children's play and exploration, including parks, community gardens, natural play spaces, and safe streets
- provide safe and functional pedestrian and bicycling linkage to parks, schools, natural spaces, and community landmarks
- design for "children accessible and safe" shuttle or tram, making available connections to parks, schools, arts lessons, sports and other activities
- provide land for community centers, with special places set aside for teenagers
- attract businesses and services necessary for children's well-being

Principle #5 - Civic Celebration and Community Amenities

to give special prominence, maximum public exposure, and extraordinary architectural quality to civic and common community spaces and buildings

- create public spaces suitable for individual enjoyment and for large community gatherings
- provide an overall urban design in which people can orient themselves around natural features and civic buildings
- provide a variety of places for gardening
- provide covered and open parks for games and sports
- attract private health clubs and non-profit organizations such as YMCA
- create design features to mitigate for the rainy season, extending pedestrian functioning beyond the sunny days

Principle #6 - Identity within Local Context

to give Grand Ridge a unique and memorable identity as a neighborhood district of the City Issaquah

- chart and preserve aesthetically rich areas for public appreciation and use
- design boundaries between human and natural worlds by creating artistically designed gates
- create anticipatory signage highlighting aesthetically, environmentally, and culturally interesting areas
- provide interpretive shelters at viewpoints
- include artists into design teams, exploring integration of artistic languages into design of streets, bridges, civic parks, etc.

Principle #7 - Self-sufficiency and Regional Contribution

to create a complete community that accommodates living, working, learning, playing, and nurturing while contributing to the richness, opportunity, and quality of life of the region

- accommodate live/work, corporate, professional, and artisan workplace and employment opportunities for Grand Ridge, Issaquah, and Samamish Plateau residents.
- provide for a regional transit hub and direct I-90 access for the Samamish Plateau
- environmentally sensitive plan will create a market niche for sophisticated buyers and attract leading corporations (quality jobs; non-polluting businesses)

Principle #8 - Vitality, Flexibility, and Collaboration

to grow a vital and economically viable community where private business, government, citizens, and Grand Ridge community members themselves collaborate to respond to the issues and needs of a changing future

- flexibility to accommodate desirable businesses, including ones that have demonstrated good citizenship in their local communities
- seek business incubators facilitating start-up enterprises
- exploit strategic I-90 location only one-half hour from the metropolitan downtown and the airport
- ongoing collaboration between private, public agency, Grand Ridge residents and citizens at large
- an efficient permitting process in order to guarantee the successful completion of the plan
- competitive market fairness in development mitigations and homeowner obligations
- flexibility to respond to a changing future

Principle #9 - Economy and Serviceability

to economically produce safe, efficiently maintained, and efficiently serviced public infrastructure

- simple and serviceable environmental mitigation and monitoring systems
- adequate, safe and reasonable circulation infrastructure to accommodate anticipated use with a minimum of paving

GRAND
RIDGE

Public | Private Partnersh

GRAND RIDGE
PUBLIC / PRIVATE
PARTNERSHIP

LAND USE & CONSTRAINTS

LAND USE FLEXIBILITY WITHIN SPECIFIC ENVIRONMENTAL CONSTRAINTS

REGIONAL CHALLENGE
This regionally shared vision for new community development in the Puget Sound will require aggressive market leadership by the developer and cooperation by public agencies. Tight clustering of urban development may require the developer to pursue creative residential designs not yet proven in the suburban marketplace. Public agencies should make an equally creative design commitment to densification and pedestrian orientation when they build new public facilities.

CRITICAL DENSITY
Pedestrian oriented, mixed use urban villages must provide employment, retail, and housing of sufficient critical mass to support regional transit if they are to truly support the larger regional vision. Achieving this critical mass, while maintaining pedestrian proximities, requires housin densities, integration of land uses and parking solutions (structured and shared) outside of today. suburban market offerings or economics. It will require a long term" community growing" plan that makes more creative choices available in the market place.

SHARED RISK
Without a government that is willing to itself take on the role of capitalizing all of the land acquisition and infrastructure costs of urbanization, this goal and regional vision cannot be achieved except by participation and risk taking by the private development community, and particularly by lenders. Lenders have fiduciary responsibilities to their savers that require a prudent and conservative acceptance of risk. To the extent achieving the urban village goal is beyond current market offerings and acceptance, it stretches that level of prudent risk. For private entities to assume this level of market leadership in pursuit of regional goals, it is critical that a level of certainty in entitlement is maintained along with a high degree of market response flexibility. With public sector cooperation, even greater potential public benefits can be realized.

FLEXIBILITY
The achievement of this urban village goal is further challenged by the fact that so many individuals and entities will have their own ideas regarding their own specific land uses. Particularly when it comes to large employers, large commercial tenants, and major activity generating enterprises, the new urban village must maintain maximum flexibility in placement, timing, and streamlined permitting to attract and accommodate these community anchors.

ENVIRONMENTAL PROTECTION
Notwithstanding these legitimate needs for market flexibility, we will maintain a high degree of certainty that the natural environment is protected and regional infrastructure impacts are understood and mitigated.

Goal: Through joint public and private efforts, implement in a suburban location the vision of a compact, mixed use pedestrian oriented and transit served community that preserves large areas of open space, while minimizing and mitigating its environmental impacts.

A. Objective: Provide a "constraints envelope" that assures adequate certainty of entitlement hand-in-hand with adequate certainty of environmental protection, impacts, and mitigations.

B. Objective: Within this "constraint envelope," provide flexibility to respond to market and major community anchor demands. *This flexibility should encourage market leadership. It should also demand of public agencies a rapid response to large employment and activity generating community anchors.*

C. Objective: Encourage creative design of both private and public facilities that directs solutions toward achieving the urban village goal.

D. Objective: Involve public agencies as partners in the effort to go beyond minimum requirements in order to maximize the potential public benefits of the development. *For example, the required efforts to create neighborhood hubs may fail unless the City of Issaquah locates facilities in a way that generates activity to support the hubs The extent of pea patches, picnic sites and other community outdoor facilities will depend upon the ability to locate them in City or County owned open space.*

ATTRACTING MAJOR EMPLOYERS AND URBAN/VILLAGE CENTER ACTIVITY GENERATORS

Goal: Attract quality employment opportunities to this area. Locate jobs in balance with housing to minimize long commutes and traffic congestion. Create mixed use synergies close to residents to allow for the reduction and combining of household vehicle trip generation.

While this goal has nearly universal appeal, achieving it involves a much more proactive approach than simple land use policy. Major employers and urban center activity generators are well aware of the benefits they bring. Many jurisdictions offer substantial financial incentives to "land" these generators of prosperity. Today, even the best areas can no longer be "stand offish" if these users are to be attracted.

Ironically, the regulatory environment of our major and most attractive metropolitan areas creates a proactive opportunity for a public private effort to offer substantially mitigated pre-approved sites and streamlined permitting. For many fast moving companies, this time saving may be more valuable than financial incentives.

The developer is spending substantial dollars funding environmental assessment and impact mitigation to accommodate desirable corporate office facilities. Grand Ridge should be very attractive to corporate headquarters and to non-polluting companies with well paid and highl, educated employees. It can meet the needs of high tech, software, communications, scientific research and other companies seeking to locate or expand in this area.

A. Objective: For Grand Ridge, establish a multi-disciplinary team of both City and developer staff that can jointly respond to major employer interest, streamline permitting, and facilitate aggressive construction and occupancy schedules. *Standards should be established for what constitutes a major employer or activity generator for which this process is available.*

B. Objective: Establish within the Grand Ridge plan areas that can accommodate major employers. Establish a pre-approved environmental and traffic impact constraints envelope within which 90 day permitting of construction is assured. Environmental impact and traffic mitigation extensions should be predetermined in anticipation of optional alternate locations. *For instance, an alternate east/west collector arterial section has been included in the Grand Ridge Road Standards to accommodate a major employer's location east of Urban Development Area 4 and can be extended to Urban Development Area 2 if necessary.*

C. Objective: Since very large employers may have siting criteria not anticipated by the plan, provide a more general framework within which the City/Partnership multi-disciplinary team can quickly modify the plan and do any necessary supplemental environmental mitigations. *To the extent feasible, this should be through straightforward extensions of plan approved mitigati criteria.*

NOTE: The Grand Ridge land use plan establishes uses and environmental constraints that accommodate major employers in the southwestern Development Sub-Areas of Urban Development Area 3 and all of the Development Sub-Areas of Urban Development Area 4. Within the environmental and development intensity constraints described in these Development Sub-Areas a special major employer permitting program should be established with the City to assure a 90 day construction permit processing time.

Outside of these pre-planned areas, other potential locations for major employers include: Urban Development Area 2, Development Sub-Areas: 2N-1, 2N-2, 2N-3, 2N-4, and a portion of 2N-5; and the Grand Ridge Expansion Areas..

Should any of these areas be selected for siting major employment facilities, the City/Partnership multi-disciplinary team will immediately institute appropriate plan modifications and extend environmental and traffic mitigations as necessary. It is anticipated that these plan modifications and impact mitigation extensions can be developed, reviewed and approved within 60 days and may occur either prior to or "fast track" with the 90 day construction permit processing time.

)INT EFFORTS TO PROMOTE AND
ND TRANSIT

Goal: Grand Ridge should be developed in coordination and cooperation with transit agencies to assure that: regional growth patterns support efficient transit; private development and public transit plans remain "in sync"; and new transit oriented development is actually served by regional transit as soon as possible.

CHICKEN AND EGG
High density transit accessible development is market and cost competitive against low density suburban patterns only when it has transit. This is a classic chicken and egg dilemma. Transit can efficiently serve new development only after a large enough ridership base is established. Solutions to this dilemma must be addressed by both private and public sectors.

A. Objective: The Grand Ridge Partnership, City of Issaquah, King County Metro, and Washington State Department of Transportation should work together to establish an economically feasible approach to building and serving a dense, pedestrian friendly and transit oriented urban village at Grand Ridge. *The key criteria for the success of any scenario is private and interagency cooperation to simultaneously deliver the critical components necessary to the success of a shared goal.*

'DITIONAL LANDS

Goal: Grand Ridge should, to the extent feasible, constitute a cohesive plan that conforms to natural terrain and environmental constraints. *Looking at the relationship between the environmental constraints map and Development Sub-Areas map it is reasonably clear that, within the developer has achieved this objective within its present ownership. However it is also evident that the plan could be improved if certain properties outside the present ownership were included. The "Expansion Areas" are examples.*

GRAND RIDGE

Community Character

GRAND RIDGE
COMMUNITY CHARACTER

ARCHITECTURAL IDENTITY, HARMONY AND VARIETY

Goal: Grand Ridge should have its own regionally appropriate and clearly identifiable architectural character while allowing a wide variety of individual buildings within the context of that character.

A. Objective: Create a pedestrian friendly and socially gregarious public realm in balance with individuality and privacy. *Dominance of the automobile in street design, commercial site planning, and even home design has severely and negatively impacted the social quality of our public realm. The negative perception of fast roads, garage dominance of streetscapes, and large surface parking lots between street and storefront is evidenced in Issaquah's and other regional visual preference surveys. In general terms, fulfilling this objective means: Creating residential streetscapes that emphasize front porches, community serving retail that resembles traditional small town main street, and transit hub mixed use that focuses on pedestrian plazas. Narrow slow streets and curbside parking in conjunction with parkways, street trees and sidewalks should be encouraged. Fast, no parking collector roads, surface parking lots, and garages projecting in front of homes should be discouraged.*

Residential Buildings and Spaces

Like older Issaquah neighborhoods, the larger lot single family neighborhoods at Grand Ridge should reflect a variety of traditional design interpretations, pleasing street presence, gracious entries and inconspicuous garages.

Cluster densities challenge us to develop new neighborhood configurations as well as rediscover solutions from the past. In these neighborhoods, people may be closer to the street and to their neighbor. People friendly streets, front porches, and common play yards where children play in view of parents are important ingredients in this more social and community oriented lifestyle choice.

Courtyard clusters allow a close neighborhood sharing of garden and play spaces.

Alleys keep garages off streets and allow even narrow lot homes to present a gracious street elevation. Streets are more promenade than motorway and front porch living returns.

B. Objective: Establish an overall level of architectural quality, articulation and character with particular emphasis on the public faces of buildings. *Carefully executed traditional detailing will form the basis for Grand Ridge's architectural identity. Quality materials, good crafting and cascading roof designs are regional traditions with universal appeal. Design guides should encourage craft expression in new construction and as future embellishment to more affordable homes.*

Whether traditional, rustic, or contemporary, the Northwest has a strong tradition of site and climate responsive home crafting that pervades and regionally identifies its best work. Expressive and sometimes even whimsical details such as chimney columns, timber corbeling, dovecotes and focal roofs individualize homes and say much about their owners and builders.

Keying off Issaquah's Visual Preference Survey, even large multistoried corporate office buildings can have a local identity by encouraging pitched roof element, step back corners, graduated scale of stories and primarily clear or green tinted windows rather than mirror glass.

C. Objective: Utilize unique, site specific art and signature work of local artisans incorporated into everyday community elements in establishing Grand Ridge's identity. *The Puget Sound is renowned worldwide for the quality and creativity of its local artisans. Incorporating their work into the public and private architecture of Grand Ridge will give this community a truly memorable character.*

Community monumentation, landscape structures and paving patterns can become the common threads that holds Grand Ridge's varied architectural fabric together.

Monument and street signage, lampposts, bridges, bus shelters, natural feature interpretive and anticipatory signage (sometimes cast or carved directly into trails and rocks), trail head markers, destination point shelters, are just a few of the opportunities for expressing a Grand Ridge signature identity through art.

The urban plan should take full advantage of the landscape, which is the existing and original artwork, by orienting main streets to natural landmarks and visible civic locations for easy orientation. Grand Ridge will also chart and preserve aesthetically rich areas for public appreciation and use.

Goal: Respect the cultural, environmental, and regional architectural context of the Issaquah area

A. Objective: Articulate the shared perception of Issaquah's architectural identity and preferences. *As a part of the City of Issaquah, Grand Ridge will be this towns most significant secondary "district". While it should not necessarily mimic Issaquah's old town area, it should seek to find within the old town's character, a core architectural identity upon which a connected and complementary Grand Ridge character can be built.*

B. Objective: Define and illustrate a distinct Grand Ridge architectural character and context that supports and compliments the City of Issaquah. *Grand Ridge must correctly perceive and understand Issaquah's identity and self image. It should then develop its own identity to compliment and support, and not overshadow, the existing city's identity.*

Goal: Allow a wide variety of individual buildings and creative expression within the context of the Grand Ridge character. *The strongest recommendation of the Citizens Urban Design Task Force was to avoid the homogeneity perceived in other planned communities and to stress variety and individuality. The challenge here is to develop an identifiable Grand Ridge character without imposing excessive conformity.*

A. Objective: Encourage dramatic variety of form, mass, plan and fenestration that accommodates individual expression within an overall continuity and a sense of shared responsibility toward the street, neighborhood, community and environment.

B. Objective: Encourage individual architectural creativity with more emphasis on individual home differentiation and less on "project" differentiation. *A fine grain mix of architectural style where homes of distinctly different character are comfortable adjacent to each other is most common in traditional Puget Sound neighborhoods and a preferred alternative to "project" homogeneity.*

C. Objective: Develop a broad Grand Ridge guidelines for colors and materials that reflect the more varied expression seen in the region's more mature neighborhoods rather than the narrow palettes of newer subdivisions.

A COMMUNITY FOR ALL AGES

Goal: Provide access, safety, interest and activity, and a strong sense of belonging for all ages and generations. *Our current development patterns serve a fast paced, auto oriented, metropolitan working adult. Consequently they too often: intimidate and isolate the elderly, separate children from playmates and activities (requiring Taxi Moms); and provide no sense of belonging, and no community of adult role models for adolescents. Some areas should target the special needs of children and of seniors, but the entire community should incorporate some common principles.*

A. Objective: Provide for safe mobility and activity within Grand Ridge by all ages. *Walks, bikeways, and community shuttles should be given priority in circulation design and extend access to all of Grand Ridge for non-driving age groups. Encourage pedestrian priority in circulation by creating paving changes, raised crosswalks, and neighborhood street entry bottlenecks to slow vehicle traffic. Convenient and visible bike racks will be encouraged in the activity centers of Grand Ridge. Shuttles can be children friendly (special horn, bell or music to announce arrival), and serve as an inter-community activities link for all ages as well as link to a regional transit hub. They can also provide part time employment and community contribution opportunity for active seniors. Children's neighborhood play areas should be overlooked by many windows.*

B. Objective: Provide activity and gathering places for seniors and adolescents that they can consider their own. *Encourage enterprises and community activities that serve seniors and adolescents.*

C. Objective: Through mixed use integration of work, culture, education, commerce and living make adult work visible to young people and offer avenues for seniors to contribute to and enjoy the mainstream of community life.

D. Objective: Give each residential neighborhood a clear identity and defined boundaries, with gateways and landmarks that are understandable to all residents, especially children. *Neighborhood logos integrated into street signage, gateway monumentation, shuttle stops, and neighborhood park benches can help children define the limits of their world.*

THE URBAN VILLAGE CENTER & SURROUNDING EMPLOYMENT

Goal: Create a mix of jobs, housing, recreation, and commercial activity within pedestrian proximity and with sufficient critical mass to support transit. *Transit served urban villages represent a potentially more sustainable alternative to our continuing pattern of suburban sprawl. A full mix of integrated uses at a density that fosters convenient pedestrian access combined with a scale that supports regional transit results in a community that can accommodate healthy regional growth while minimizing environmental impacts. Such an urban village may also foster a renewed appreciation of physical community, enhance civic identity, and appeal to a wider diversity of lifestyles than does standard suburban development.*

THE CHALLENGES
Turning this urban village concept from theory to reality is today's most significant development challenge. A few specifics of that challenge include:

Creating a quality of village urbanism, through price, recreational amenities and design, that makes high density living a preference, not merely the only affordable option.

Attracting commercial/retail users to a non standard development pattern particularly regarding auto convenience and surface parking.

Building structured parking that is economically feasible and can reduce the amount of surface parking at project completion.. Today, suburban land values and needed parking ratios make large surface parking lots the most economical and convenient option for an individual user.

Linking to a regional transit system that truly is an efficient and convenient alternative to the private automobile.

A. Objective: Create an urban village center at Grand Ridge that provides a high density mix of housing, recreation, entertainment, retail, dining and office uses adjacent to a transit hub. *Grand Ridge's urban village center is planned to be an innovative twenty first century model for a compact pedestrian oriented village of sufficient scale to support transit. This goal requires a kind of humanizing of larger scale buildings and planning for the movement and storage of*

automobiles for which there are very few models. In Issaquah's visual preference survey, preferences in the higher densities included several photos of European villages. In North America some of the most notable newly built, "post automobile" master planned pedestrian villages are ski resorts such as Vail Village in Colorado or Whistler Village in British Columbia. While adapting vacation living to primary home communities is not easy, these resort communities offer very constructive examples of: intra-community transportation, structured parking, very high residential condominium densities in buildings that highlight individual units with bays, dormers, and balconies; and a reversal of the suburban price/density relationship. (In these villages, luxury condominium homes in the heart of the village are preferred, and priced, over the low density single family fringes.)

B. Objective: Establish a transit hub that supports Grand Ridge's residents and employees as well as Sammamish Plateau commuters.

NEIGHBORHOOD HUBS

Goal: Encourage focal points and gathering places within neighborhoods, including opportunities for convenience retail, hospitality, community and recreation facilities.

A. Objective: Provide locations for community gathering places for public enjoyment and community activities. *Plazas, civic squares, bandstands and amphitheaters offer gathering places for the whole community. Garden courts, mews and promenades can provide pedestrian access to adjacent buildings and open onto the street. Private community recreation centers may be provided for swimming, tennis, aerobics and other active sports.*

B. Objective: Within residential neighborhoods, provide opportunity for small "corner store" neighborhood retail and services, including day care.

A CIVIC FOCUS TO PUBLIC, CULTURAL, RELIGIOUS AND COMMON FACILITIES AND COMMUNITY GATHERING PLACES

Goal: Celebrate the civic, cultural, and religious institutions of the community, as well as important community gathering places by locating them in highly visible focal points of symbolic stature and by giving them a high quality of architecture that embodies the community's architectural identity. *New projects sometimes provide sites for community facilities in poor locations. Districts and institutions that hold public facilities often have a 40 year history of practice that applies auto convenient suburban standards and standard building plans that no longer connote civic importance. Private cultural and religious institutions which need large event parking areas often must purchase less expensive land away from town centers and thus outside of our daily exposure.*

A. Objective: Exploit the detailed alignment of roads and walks to create focal locations for appropriate civic, cultural, and religious institutions.

B. Objective: Locate child care, elementary schools, and lower intensity use park areas so that they are integral with residential neighborhoods.

C. Objective: In important focal civic locations, require public and private civic, cultural, and religious institutions to conform to architectural criteria that embody Grand Ridge's architectural identity while clearly standing out as the community's most important structures.

D. Objective: Through land use location, access criteria, and cross use covenants, maximize shared parking opportunities to reduce the required onsite parking for civic, cultural, or religious events.

E. Objective: Provide at least one location for a large Grand Ridge community gathering place that is suitable for outdoor concerts, performances and community events and occupies a central focal and memorable location.

A CHAIN OF SMALL PARKS AND COMMUNITY GATHERING PLACES

Goal: Provide both natural open space and active park areas within close proximity to all residents. *With clustering and increased density, we can provide a much greater proportion of nearby open space for residents. This open space must not only be near, but accessible. We also create a greater need for common play areas and gardens as we reduce the individual family's private yard areas. Parks should be within walking distance of residents. This requires a clearly defined parks policy that gives as much priority to small neighborhood play areas and gardens as it does to large region serving fields for organized sports.*

A. Objective: Encourage tot lots, pocket parks, and neighborhood parks in convenient locations to serve all residents of Grand Ridge. *While providing children's play areas, viewpoint destinations for daily walks, or flower displays placed and maintained by community horticulture clubs, these parks can give unique focal identity to individual neighborhoods. Private play and garden courts may be shared by clusters of single or multi-family residents.*

B. Objective: Encourage passive, hobby, casual family, and senior citizen's enjoyment of community outdoor facilities through the provision of pea patch gardens, horticulture club flower beds, common greens, passive park and picnic sites, and walking destination points in public open space areas. *Pea Patch garden plots, composting and recycling centers giving high density area residents opportunities to get their hands in the soil. Private play and garden courts may be shared by clusters of single or multi-family residents. Trail clearings and picnic glades could be enhanced in the forested open space. The ability to provide some of these facilities will depend on whether they are allowed in areas of public open space.*

C. Objective: Make Grand Ridge's surrounding open space accessible to residents. *Open ended cul-de-sacs can provide resident trail head access to open space and greenbelt trails that complete the bike/pedestrian "grid".*

D. Objective: Minimize neighborhood impacts created by general public access points to surrounding open space.

E. Objective: Maximize the esthetic and recreational amenity value of water quality facilities. *Water quality and detention ponds can be treated as small lakes or fishing holes with adjacent trail, picnic, and waterfowl observation areas.*

F. Objective: Provide rain protection for some recreational facilities, destination and observation points to extend the pedestrian opportunity beyond the sunny days. *Grand Ridge should encourage features to protect pedestrians when it rains, such as covered pedestrian walks or glazed galleries [glass roofs between two buildings] in areas of highest density and commercial use, rain shelters at all shuttle stops and perhaps a Grand Ridge community umbrellas program.*

G. Objective: Encourage Boulevard Parks to create unique and memorable landmarks in Grand Ridge's circulation system while functioning as neighborhood identifiers and places for casual play and passive use.

A VARIETY OF HOUSING OPPORTUNITY & NEIGHBORHOOD CHARACTER

Goal: Provide housing opportunities that serve a broad range of age, family makeup, lifestyle and income.

Seek a mix of housing types and by encouraging the inclusion of some affordable housing within many of the neighborhoods. This can be done through such concepts as "granny flats", duplexes that appear as single family dwellings in single family neighborhoods, and small cottage cluster enclaves.

A. Objective: Offer a wide variety of residential types and densities within individual development areas and encourage neighborhood builders to broaden their offerings.

B. Objective: Emphasize higher density family homes and mixed use environments for both family and non-family households.

C. Objective: Encourage housing configuration and architectural design that creates a pedestrian friendly, gregarious and sociable public realm.

D. Objective: Accommodate a limited percentage of second units within single family areas and establish guidelines for their development.

E. Objective: Encourage the creative use of zero-lot, z-lot and clustering configurations that create usable private and public outdoor space through specific placement of buildings and windows with respect to each other.

F. Objective: Within this context of variety and mixed use, assure that individual's property rights and security in the present and future use of their property is maintained.

HOUSING EXAMPLES

The following types of housing should be encouraged and included as described.

<u>nall Lot Single Family</u>
<u>usters, Courtyards and Commons</u>

ɔurtyard neighborhoods cluster a small group of homes around common auto courts, entry courts, ɜwns, gardens, or play areas. They encourage social interaction. They increase resident involvement cause common area responsibilities are shared by a very small group as opposed to a larger more onymous association. *Common yards can contain common play areas and auto courts can double as ɔrd court play areas. Clustering can provide detached homes with both private and shared outdoor ace at densities as high as 12 units per acre by maximizing the use of all outdoor space.*

<u>ɔurtyard Multi-Family</u>

ɔurtyard multi-family compounds cluster a group of attached homes around common lawns, gardens, or ay areas. They are a very social configuration and share common area supervision responsibilities ɔong a close knit group of neighbors. Common courtyards can contain play areas and auto courts can ɔuble as hard court play areas. Courtyard multi-family compounds can provide young families and ɪgle parents with affordable housing and a supportive environment. *Courtyards should be visible from ɪblic streets and easily observable from unit windows. They should provide child play areas as well as ·oviding adult congregation and activity space.*

<u>ɔdium Multi-Family:</u> Podium multi-family generally describes 2 to 4 story wood frame residential ɪits atop a concrete podium with parking underneath. Frame on podium housing can achieve densities ˙40+ units per acre and is a particularly appropriate building system as part of a mixed use urban village ɜnter. Podiums can incorporate street fronting retail at their perimeter and provide semipublic plazas and ɪrdens at ground level. *Designs should be street friendly where appropriate and encourage townhouse yle unit entries on the perimeter. Stepping stories down and off the podium at appropriate locations ɔn soften the overall appearance.*

Small Lot Single Family Wide/Shallow

"Wide/shallow" configurations for small lots maintain a traditional street scene at densities of up to 10 units per acre. While they cost more in frontage than very narrow lots, their simpler forms more than make up the cost. Placing living areas forward of and over garages de-emphasizes garage doors and brings entry doors and porches closer to the sidewalk. With wide shallow configurations, the street is an important component of the open space and should be designed with great care. *Street trees, parkways, or parking bays should be used to minimize street paving and to further separate vehicle travel way from homes. Window placement should be flexible in the plan to avoid aligning living area windows directly across from each other at side and rear yards.*

Small Lot Single Family
Narrow/Deep Lots with Alleys

Alleys keep garages off streets and allow even narrow lot homes to present a gracious street elevation. With resident traffic primarily in the alleys, streets are more promenade than motorway and front porch relaxing can be a pleasurable and sociable option to the back patio. Indeed with alley garages, homes may front on a common green, a "Woonerf" street (auto/delivery truck accessible streets whose design, scale and dominant use is pedestrian) or an exclusively pedestrian path.

Detached rear access garages are ideal for carriage house second units. These second units offer opportunities to house extended families, to provide senior homeowners with income units, and provide a mix of different households.

Because the higher density garageless streetscape offers such strong continuity as an urban social space, what is most important is not the particular setback/porch/yard configuration, but its consistency as it frames this social space.

Alley Access Attached Homes

Without front facing garages, alley accessed attached homes are a unique residential configuration with which to frame and contain public spaces. They may front boulevard park streets, town squares, public plazas, grand public stairways or large parks. Front elevations must be of a stature reflective of the public space they are framing

Cottage Clusters, Co-Housing, Sustainable Systems Homes: Cottage clusters may be much smaller detached homes surrounding a common green. They may be remote from parking and may have appeal to singles and couples as an alternative to more urban attached housing.

Co-housing clusters detached or attached living/sleeping private spaces around a common space for social dining and living. They accommodate non-traditional living groups and facilitate affordable and supportive living options.

Sustainable homes go beyond current energy codes and adopt the values of sustainable living at a functional, lifestyle, and architectural expression level.

Hillside Multi-Family

A substantial portion of Grand Ridge's residential development area lies on slopes between 15 and 30%. Well designed hillside multi-family residences can provide great views and unique architectural solutions to their more challenging sites. Where terrain is too steep for roads to align directly uphill, creative multi-family configurations can often access upper and lower streets running parallel with the contours. *This pattern should periodically break to provide hillside park areas and public stairs connecting the streets. Hillside design criteria on slopes over 15% should pay particular attention to community views of hillside multi-family residences and place special focus on the articulation of the downhill elevations. Hillside multi-family residences should maximize the opportunity offered by the terrain.*

Visible hillside multi-family residences will maintain a far more conservative and naturally blending color palette than other areas. In hillside areas, street setbacks will be kept to a minimum to minimize uphill grading and downhill exposure. Hillside streetscapes are uniquely asymmetrical and often (and appropriately) display a radically different verticality from one side of the street to the other. Downhill sides should periodically break to offer public vistas.

Terrain, engineering and economic constraints can easily turn high density hillside development into unnaturally rigid three dimensional geometries. It is therefore critical to impose adequate breaks in the pattern, via landscaped open spaces, substantially different building configurations and densities, and significant variation in building form articulation.

Small Lot Single Family
Tuck Under Garages

"Tuck Under" single family is a traditional Seattle area neighborhood configuration. By garaging cars in the basement a home's impervious surface is minimized and the home can access natural light on all sides. Basements also accommodate substantial grade change and sloping streets even with standard plans. *Street facing tuck under garage configurations present unique street elevation design challenges. Special concern should be given to steps and stoops leading to the front door or entry porch. Living space balconies overlooking the street should be encouraged.*

Larger Single Family Lots

Larger lots (+/-9,000-15,000 sq. ft.) may form a small portion of Grand Ridge's overall residential mix. This home type is necessary to maintain the broadest possible mix of income and lifestyle. *Larger lots (minimum 100 ft. frontage) are encouraged fronting neighborhood collector roads in residential areas and are a preferred, more pedestrian friendly alternative to back fences or sound walls.*

Hillside Single Family Detached

A substantial portion of Grand Ridge's residential development area lies on slopes between 15 and 30%. Well designed hillside homes can provide great views and unique architectural solutions to their more challenging sites. *Hillside design criteria on slopes over 15% should pay particular attention to community views of the home and place special focus on the articulation of the downhill elevations. Homes should step with the terrain. Visible hillside homes require more conservative and naturally blending colors than other areas. In hillside areas, street setbacks should be kept to a minimum to lessen uphill grading and downhill exposure*

Standard Residential Lots

Standard single family homes (on lots of +/- 5000-8000 sq. ft.) will be similar to much of the recent development in this area. With little change from current builder plans, however, these homes and neighborhoods can greatly improve their streetscape appeal. Varied garage configurations (side entry, detached, alley access, and garages behind house) can enhance streetscape variety, as can varying home and lot width. These neighborhoods can easily accommodate duplexes and granny flats to achieve a mix of households and incomes.

GRAND
RIDGE

Circulation

GRAND RIDGE
CIRCULATION

Goal:
Plan circulation to provide convenient and safe bicycle and pedestrian access, and accommodate public transit.

A. Objective: Circulation at Grand Ridge should give priority consideration to bikes, pedestrian and intra and regional transit. *Residential neighborhood streets will feature just adequate travel ways and on-street parking, street trees in parkways will separate travel ways from sidewalks.*

B. Objective: The circulation system should be recognized as a principle venue for experiencing Grand Ridge. Daily travel routines should bring people in contact with and offer vistas of those civic, community and natural features that define Grand Ridge's unique and memorable character.

THE COLLECTOR ARTERIAL ROADS

Goal: Collector arterials should be safe, attractive, and appropriately designed and accessed to handle the expected traffic loads.

A. Objective: Collector roads at Grand Ridge should provide a high quality cadence of distinct experiences. *Roads have a "personality" and, because of the time we spend on them, do much to form our impression of their adjacent surroundings. They may be densely overhung paths through the forest, focal axes, main street activity centers, and pleasantly landscaped venues for commercial uses that necessarily must maintain auto convenience. They often change "personality" as they route through different areas.*

B. Objective: Grand Ridge collector roads' design speeds, pedestrian proximity's, frequency of curb cuts, and curbside parking will vary according to the distinct areas they serve while maintaining adequate capacity and safety.

NEIGHBORHOOD STREETS

Goal: Neighborhood streets should be designed not just to provide safe and convenient access for vehicles and pedestrians, but to be an integral part of the character of each neighborhoods sociable public realm.

A. Objective: Neighborhood streets at Grand Ridge should be as narrow as possible and still maintain adequate travel ways, safety and service vehicle access, and on street parking.

B. Objective: Grand Ridge neighborhood streets should provide safe and attractive designs where the whole composition of streets, trees, parkways, walks, front yards and front porches define and contain a common space for residents to stroll, meet, play, and socialize .

GRAND RIDGE

Sustainability | Stewardship And Resource Protection

GRAND RIDGE
SUSTAINABILITY, STEWARDSHIP AND RESOURCE PROTECTION

A THRIVING CULTURE AND ECONOMY WITHIN A SUSTAINING NATURAL ENVIRONMENT

Goal: Provide for the growth of a thriving human community functioning within a sustainable and sustaining symbiosis with the natural environment. *A thriving human community, culture and economy is not sustainable if it consumes its natural environment and resources at an unsustainable rate. In this long term view, environmental preservation joins with community identity, strong cultural presence, good schools, good recreation, good infrastructure and good citizens to form the basis of well being and sound business.*

A. Objective: Accommodate wildlife habitat in substantial integrated natural open space within Grand Ridge and linked to surrounding habitat.

B. Objective: Maintain Grand Ridge's natural water cycle as closely as feasible.

C. Objective: Minimize private automobile trips by creating clustered pedestrian oriented development and providing advanced communication technologies.

Within the natural open space areas of Grand Ridge: Utility crossings will be restored to their natural state. Road crossings will be kept to a minimum and their character will change to signify entry into a natural preservation area. Trails will provide limited access and be of materials that do not deter wildlife.

Limited clearing in rural development areas and encouragement of indigenous plant material on open space bordering private property will add to wildlife habitat.

Grand Ridge will provide a comprehensive surface water management program to insure that the quality and quantity of runoff, plant material absorption, and ground water recharge are as near their natural state as feasible. Surface water management facilities such as detention/retention basins, ground water recharge basins and biofiltration swales can be naturally vegetated and provide aesthetic and instructional settings that foster an appreciation of their function.

Grand Ridge will develop a water wise landscape palette that: utilizes indigenous plant material; promotes ground water recharge; and is drought tolerant. Turf and ornamental plant material will be used as accents for play fields and in the more formal urban green areas. Site specific landscaping will encourage summer shade and winter sun exposure; be used to enhance visual and acoustic privacy in cluster residential areas; stabilize natural and developed land form; and compliment existing vegetation.

echnical advances in air, wire and optical cable communications can connect international businesses to ›cal community based work teams and home-based work places; connect civic and educational services irectly to homes; and connect retail and business consumers with suppliers, all reducing the need for rivate vehicle trips. Likewise, global positioning system and cellular telecommunication can link to omputer routing of flexible shuttle service can respond to demand, making it comparable in speed and onvenience to the private automobile.

.EADERSHIP IN RESOURCE PROTECTION

Goal: New communities should be leaders and incubators of technologies and development patterns that ›rotect our natural environment. *Critical to maintaining a sustainable ecosystem is understanding it in ›oth its complex detail as well as its interlinked wholeness. This requires an inter-disciplinary approach o analysis, creativity, building, and maintaining our communities.*

A. Objective: Grand Ridge should promote and disseminate technical information that helps to minimize resource consumption and maintain the environmental health of buildings and infrastructure. *With participation by the City of Issaquah, establish a Grand Ridge clearing house for disseminating technical information and design alternatives that: use sustainable resources; conserve energy; and minimize environmental impacts in production, application, maintenance and disposal.*

Design alternatives include:

Natural climate control through sensor activated ventilation and shading

Deep daylight penetration, especially in office buildings

Building orientation to optimize natural ventilation and solar exposure

Indoor planting to improve winter indoor air quality

Technical information includes:

"Low E" glazing (glass that is transparent to the visual spectrum of light but reflective or opaque to heat transmission)

Recycled materials such as exterior decking made from plastic waste

Water saving devices such as low flush toilets, low flow shower heads, rain collection, greywater and reclaimed wastewater for irrigation, drip and deep root irrigation.

Energy saving appliances and mechanical systems such as heat exchangers for fresh air, zoned heating, programmable thermostats, solar collectors, on demand hot water heaters.

Thermal mass and insulating finishes such as foam board and ceramic crystals, and insulation from recycled materials.

Energy saving lighting

Non toxic construction materials

STEWARDSHIP

Goal: Foster an awareness of our collective responsibility as caring stewards for our developed and natural environment. *This requires fostering an awareness, as an essential aspect of our individual daily lives, of our role as stewards of the complex ecologies we create and impact.*

A. Objective: Restore, conserve, reduce, and recycle site and landscape materials during construction and operational maintenance of Grand Ridge. *Establish subcontractor performance criteria for recycling and disposition of waste, containment of site disturbance, ground water protection, energy conservation and air pollution during construction. Communicate and enforce these criteria through preconstruction meetings and periodic inspections.*

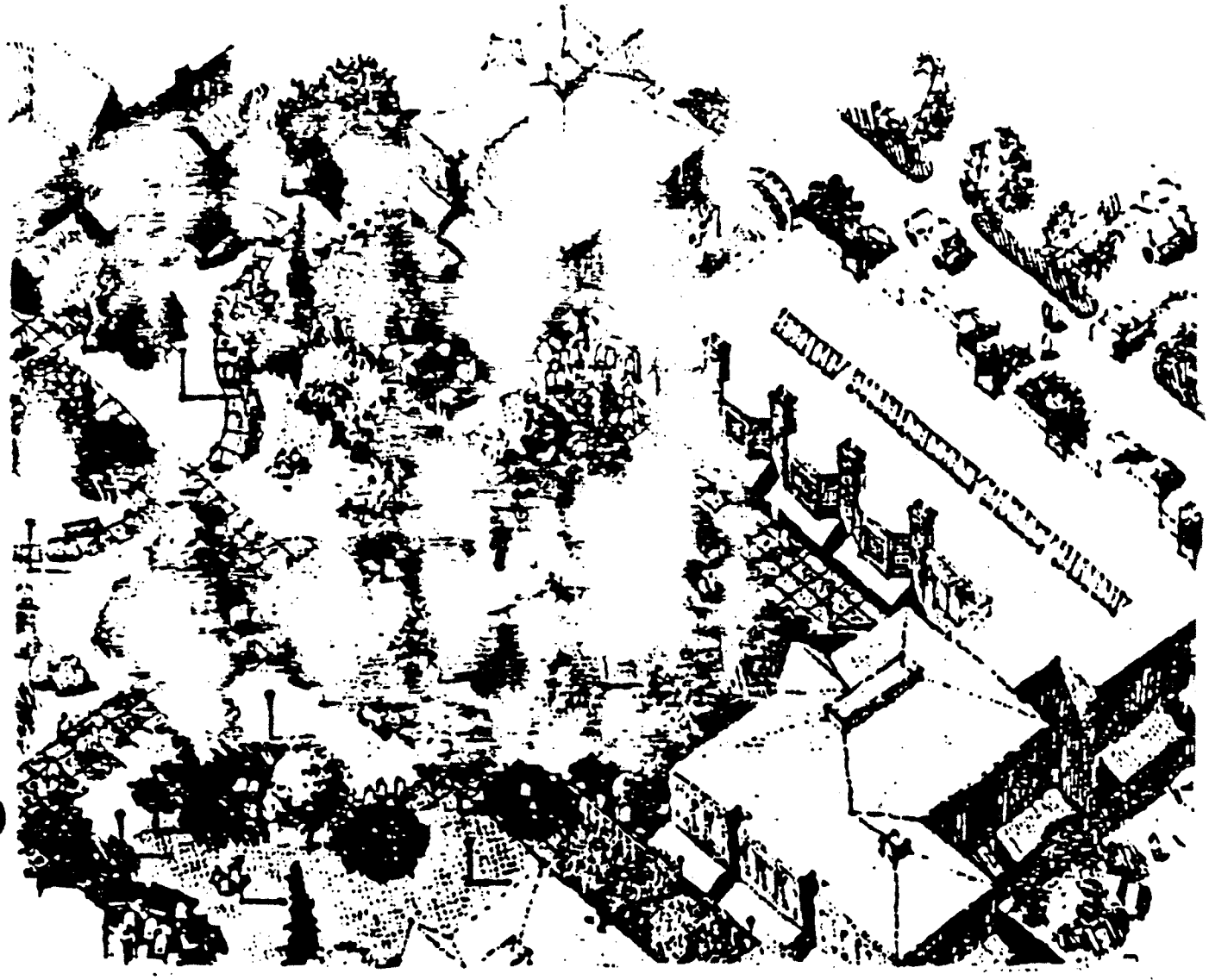
B. Objective: Maximize community recycling. *Establish community recycling centers. Provide community owned equipment to shred and compost 100% of yard, garden and tree waste. Link to municipal toxic substance collection system.*

C. Objective: Through educational information, signage, access and visibility integrate the awareness of these facilities and programs into individual and community daily activity. *Establish community programs and information that educate Grand Ridge residents, workers, and visitors about their responsibility as stewards of this unique environment. Particular focus will be given to their role in maintaining the quality of underlying ground water, preserving downstream creek flows, resource and energy conservation, respect for local wildlife, and minimizing auto trips.*

PORT BLAKELY COMMUNITIES INC.
Agents For The
GRAND RIDGE LIMITED PARTNERSHIP &
GLACIER RIDGE LIMITED PARTNERSHIP
355 N.W. Gilman Blvd. Suite 201
Issaquah, WA 98027

COMMENTS

GRAND RIDGE



GRAND RIDGE COMMITMENTS

We are making the following minimum commitments, but the ability to achieve the full potential for this project depends upon factors beyond our control, primarily the actions of government and the demands of our customers.

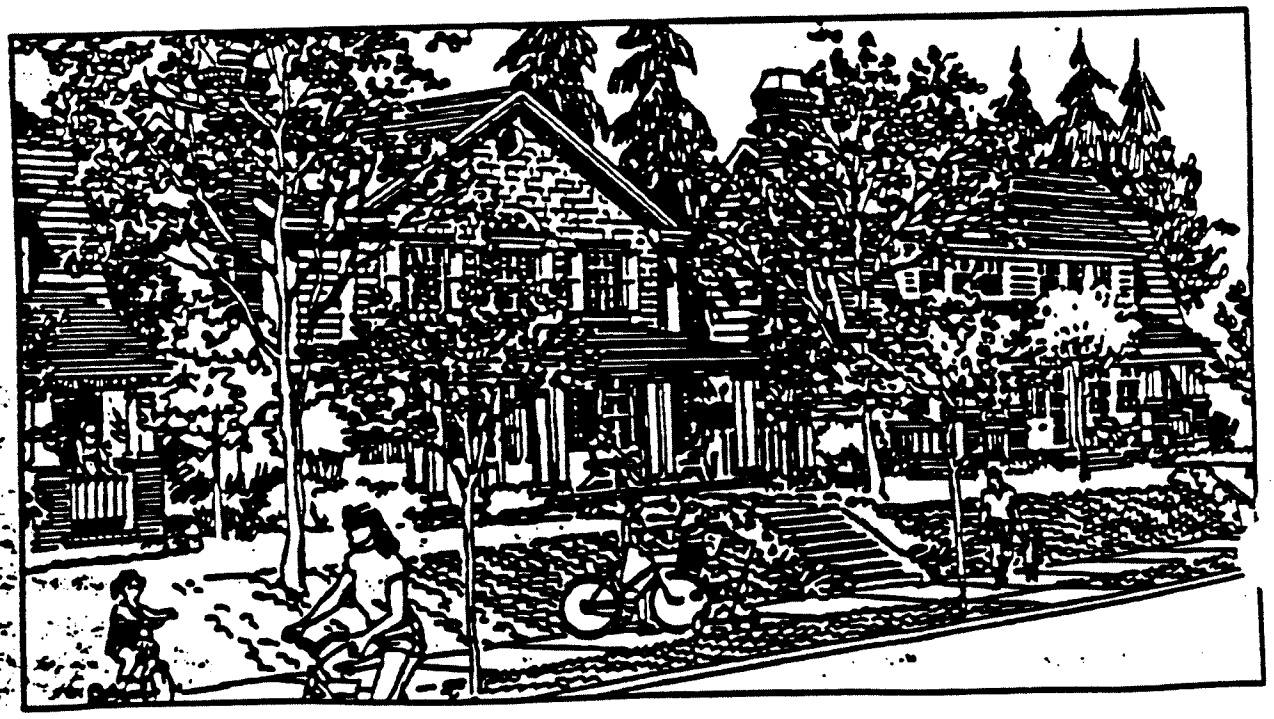
We will ...

1 **Design a project that incorporates progressive Pacific Northwest planning ideas.**

We will ...

have comprehensive CC&R's incorporating regional and neo-traditional design elements.

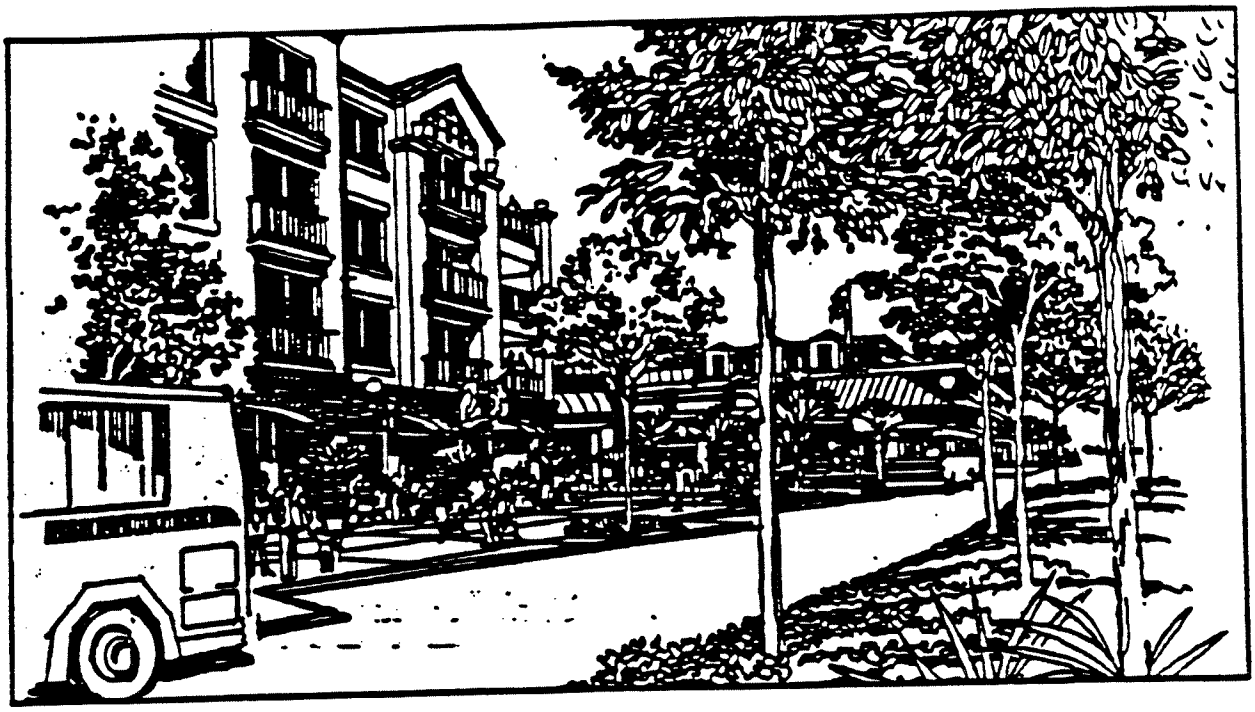
See Grand Ridge Planning Goals (G.R.P.G.), pgs. 8-10



We will ...

encourage urban mixed-use commercial buildings rather than sterile suburban business parks.

See GRPG pgs. 11 & 12



We will ...

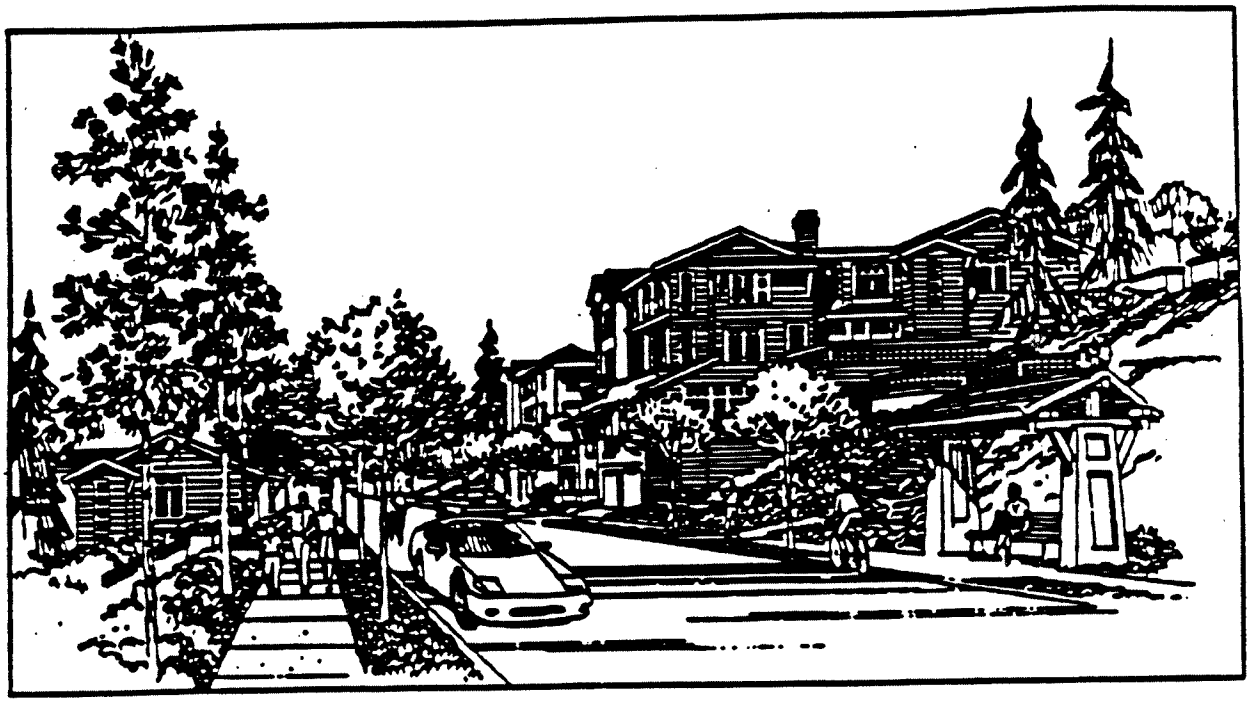
also include ideas of local artists and seek to incorporate natural features such as viewpoints and ponds in the plan.

See GRPG pgs. 20 & 21

We will ...

2 Encourage and make possible high density residential, including small lots, cluster housing, townhouses, accessory units over garages and stacked flats.

See GRPG pgs. 14-1



3 Build 30% of the residential units to meet the definition of "affordable housing."

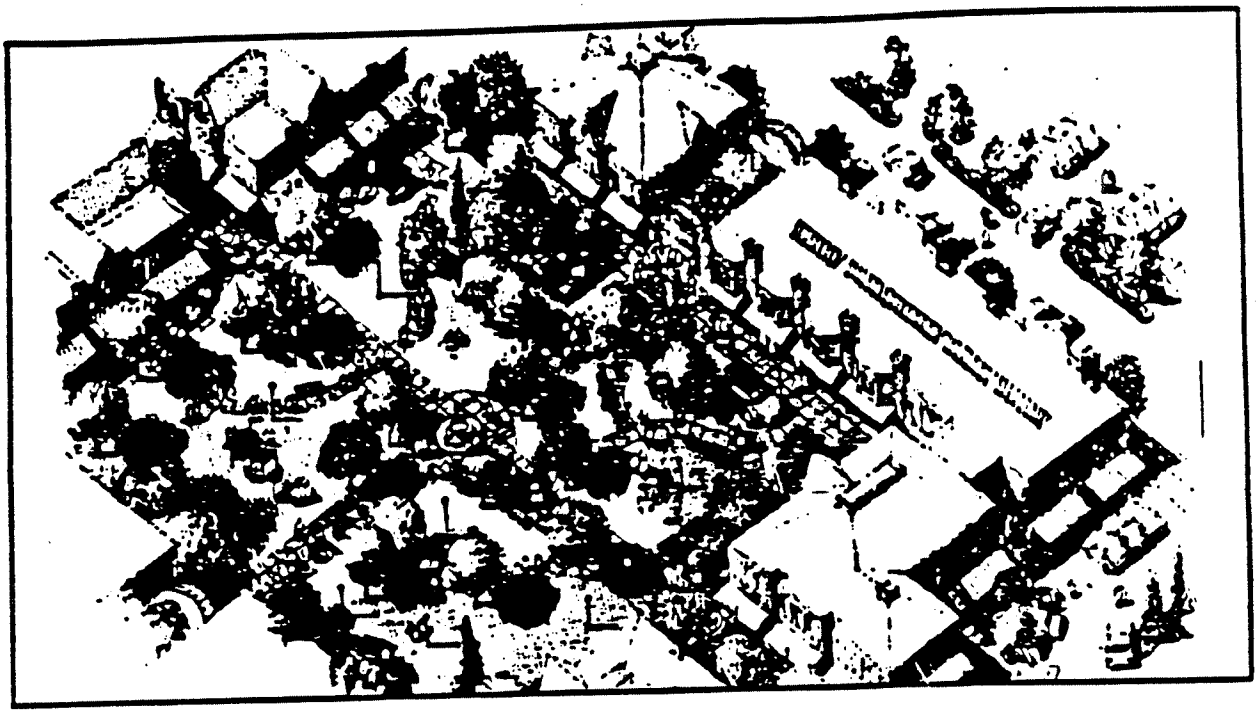
See GRPG pgs. 14-16

We will ...

4

Build an active town center as a pedestrian oriented public open space, surrounded by a mix of uses.

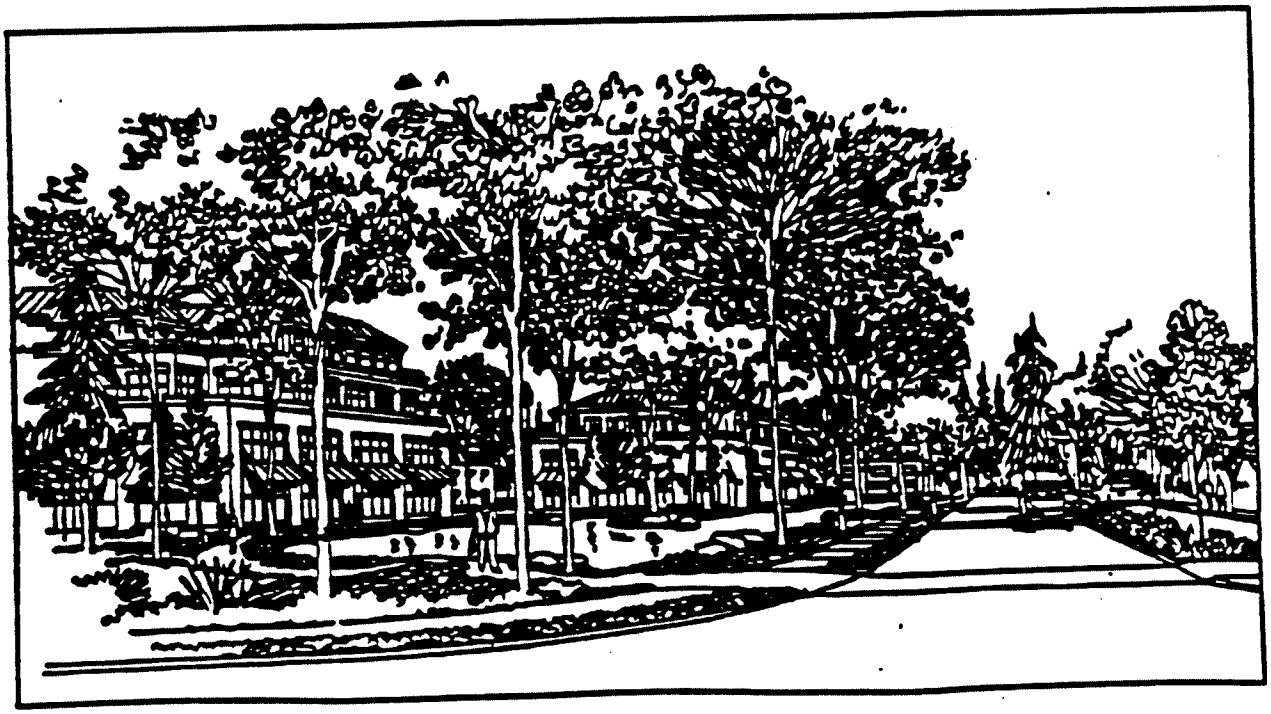
See GRPG pg. 12



5.

Build substantial employment and local shopping facilities on site. Try to get the most advanced communications technology installed on site, including fiber optics and cable linking homes, schools, public facilities and businesses.

See GRPG pgs. 5 & 6



We will ...

6 **Encourage and make possible mixed-use neighborhood hubs and gathering places in the residential neighborhoods. Provide community amenities and provide land and financial support for public open space, including parks, tot lots, pea patches, recycling and composting areas, soccer fields, baseball fields, tennis courts, trails and picnic areas.**

See GRPG pgs. 12-14

7 **Design for and try to get transit service and facilities.**

See GRPG pg. 7

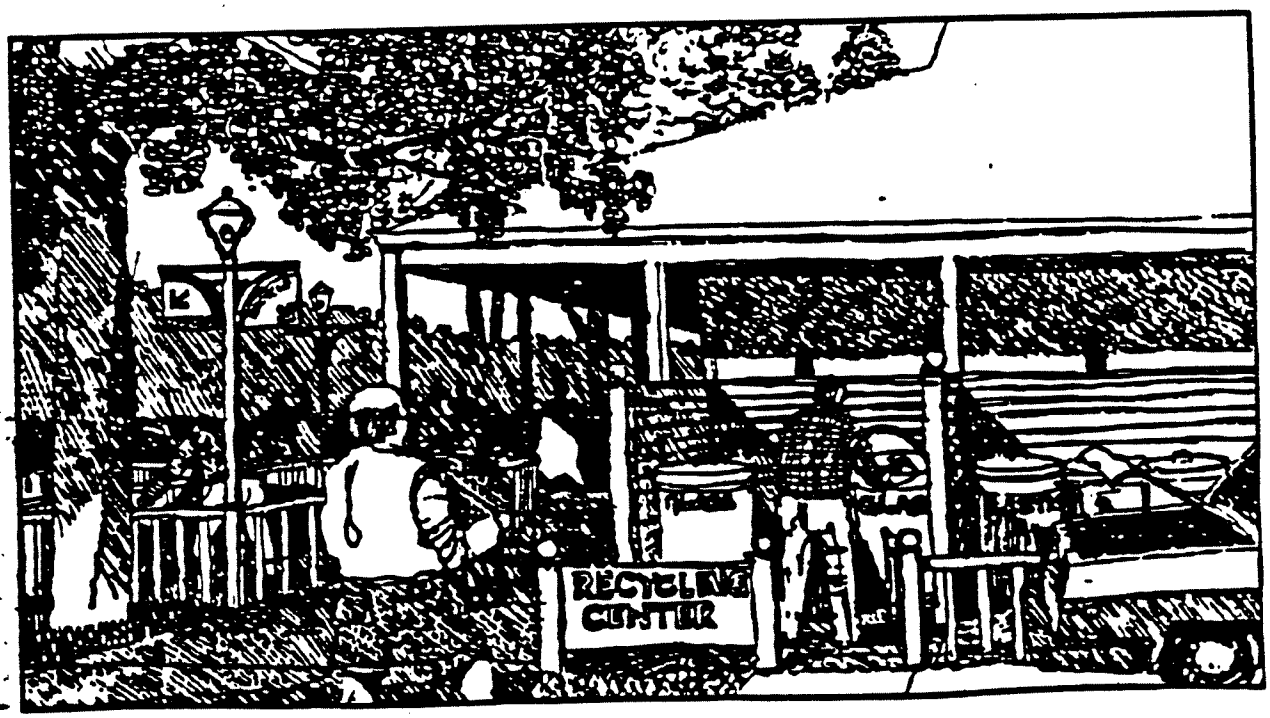
We will ...

8 Build narrow tree-lined streets under the special Grand Ridge Road Standards.

See GRPG pg. 19

9 Encourage and promote a community ethic of environmental stewardship and sustainability.

See GRPG pg. 22



We will ...

10 Design a circulation system that uses a street grid and discourages widespread use of cul-de-sacs.

See GRPG pg. 19

11 Build a community with a high level of environmental sensitivity that equals or exceeds any other urban development in this region.

See GRPG pg. 20

GRAND RIDGE

From:

Send To: Port Blakely Communications
Fax Number: 391-9028

Name

Organization

Fax #

Fax Response Form

Do these documents "Grand Ridge Commitments" and "Grand Ridge Planning Goals" provide a comprehensive picture of what the community would be like?

Is it clear what initial commitments are being made?

Do you have a better understanding of what the objectives of the project are and proposed methods of achieving them after reading these documents?

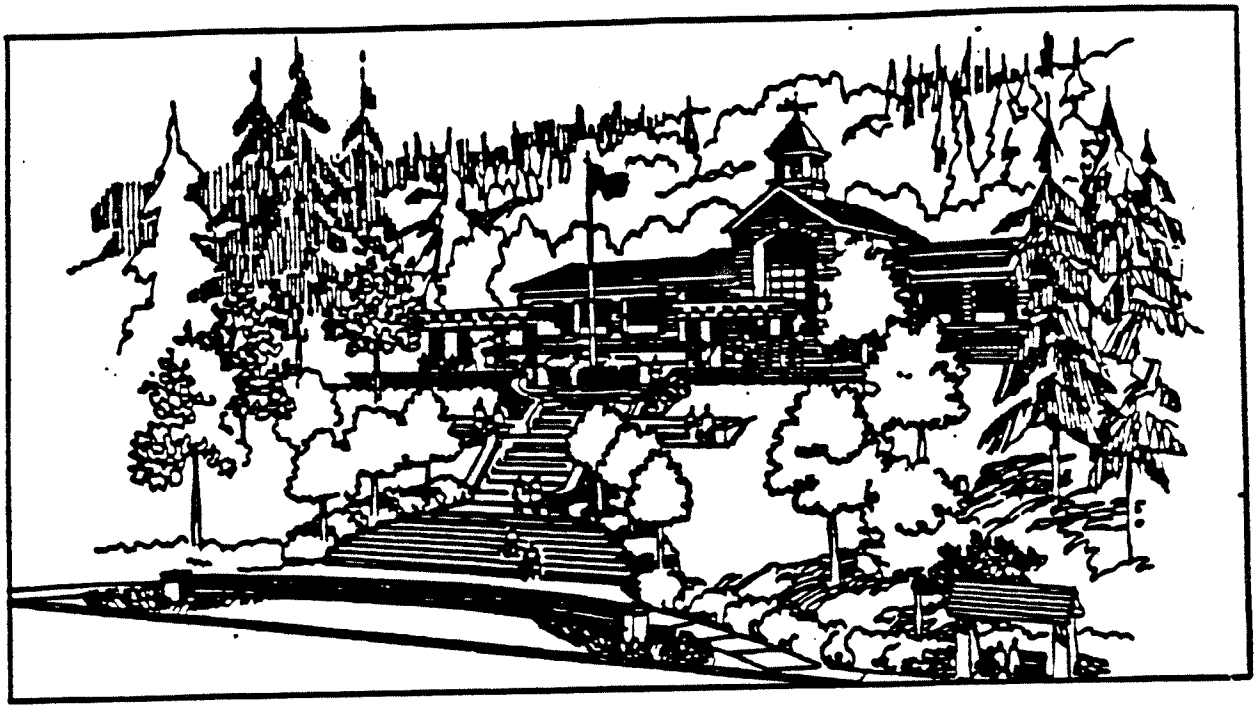
PORT BLAKELY COMMUNITIES INC.
Agents For The
GRAND RIDGE LIMITED PARTNERSHIP &
GLACIER RIDGE LIMITED PARTNERSHIP
355 N.W. Gilman Blvd. Suite 201
Issaquah, WA 98027

We will ...

12

Provide appropriate locations for and encourage the design of public buildings to be prominent features in the community.

See GRPG pgs. 12 & 13



13

Try to develop a project, in overall concept as well as the many details of the plan, that is social and gregarious, i.e., that appeals to people who want social interaction and a feeling of community rather than those who seek to escape from these aspects of the urban area.

See GRPG pgs. 11 & 12

GRAND
RIDGE

June 16, 1995

Dear Reader:

This and the accompanying "Grand Ridge Planning Goals" are *Draft Documents* meant for review and comment. A Fax-back form is included at the end of this document to provide a simple and expedient way to give us any feedback. We look forward to receiving your input and thank you in advance for taking the time to complete the questionnaire.

Appendix B

Land Use Development Standards

Part One
Permitted Land Uses and Densities

Part Two
Land Use Categories

Part Three
Definitions

PART ONE
PERMITTED LAND USES AND DENSITIES

The following table of permitted land uses, density and constraints provides detailed descriptions of development sub-areas as delineated in the Major Land Use Components and Development Sub-Areas map (Exhibit 3).

Each Development Sub-Area is delineated with a code that relates to a drainage basin location as follows:

1N3-A: where

1 Refers to the Urban Development Area (1-4).

N3 Refers to the drainage basin (N=North Fork Issaquah Creek, E=East Fork Issaquah Creek, and W=Western drainage).

-1A Refers to the individual development sub-area.

Each development sub-area is then described as follows:

Total Development Area:
Total acreage of the development sub-area excluding roads.

Potentional Water Quality Facilities:
Total acreage of additional potential area for water quality facilities. In the Grand Ridge urban development area approximately 39.6 acres of urban developable land adjacent to the urban development areas is available for water quality facilities and is included in the urban open space acreage.

Environmental Constraints:
Specifically fixed constraints that limit the maximum percentage of impervious surfaces and cleared area within the sub-area. These same maximums have been used in determining the Stormwater Management and Groundwater Protection Development Standards. These constraints represent the fixed envelope within which a range of land uses and densities must fit.

Land Uses & Density - Target:
These target land use and density descriptions simply represent one possible scenario for development of the sub-area. The accumulation and relationship between all sub-area targets can be seen as, again, one possible scenario for how Grand Ridge might build out. Target density further sets a tracking standard against which actual developed density can be compared and remaining development entitlement determined.

Land Uses & Density - Range:
As can be seen in the various sub-areas, the range of uses and densities within a development sub-area are quite broad. The purpose of this is to: maintain maximum flexibility; respond to market over the project build-out; and promote a varied mix of lot sizes and product types within development sub-areas.

The description of permitted land uses and density for each development sub-area begins on the following page.

PART ONE
PERMITTED LAND USES AND DENSITIES

URBAN DEVELOPMENT AREA 1

This Development Area includes approximately 15.51 acres for potential water quality facilities in addition to the Total Development area acreages shown below.

Development Sub-Area: 1N3-A
- Total Development Area: 3.05 acres
- Potential Water Quality Facilities: 3.31 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 3 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N4-A
- Total Development Area: 3.92 acres
- Potential Water Quality Facilities: 1.78 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 15%
  - Max. % Impervious (Roofs, walks, patios): 25%
  - Max. % Cleared (includes impervious): 80%
- Land Uses
  - Target: Single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 2.5 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N5-A
- Total Development Area: 3.16 acres
- Potential Water Quality Facilities: 0.38 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 3 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N6-A
- Total Development Area: 18.21 acres
- Potential Water Quality Facilities: 1.59 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family detached residential.
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 3 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N8-A, 1N9-A, 1N9-B
- Total Development Area: 35.22 acres
- Potential Water Quality Facilities: 0.46 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 35%
  - Max. % Cleared (includes impervious): 100%

- Land Uses
  - Target: Single family detached medium density
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 5 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N8-B
- Total Development Area: 5.48 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 38%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster or small lot single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 6.5 units/acre
  - Range: 2 to 20 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N8-C
- Total Development Area: 17.39 acres
- Potential Water Quality Facilities: 4.96 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family detached residential low to medium density.
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 4 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N9-C
- Total Development Area: 2.28 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 38%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster or small lot single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 6.5 units/acre
  - Range: 2 to 20 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N9-D
- Total Development Area: 11.65 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 35%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster or small lot single family detached residential.
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 7.5 units/acre
  - Range: 2 to 20 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N9-E
- Total Development Area: 20.65 acres
- Potential Water Quality Facilities: 2.51 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 90%

PART ONE
PERMITTED LAND USES AND DENSITIES

- Land Uses
  - Target: Single family detached residential low to medium density
  - Range: Residential; Retail; Recreational
- Density
  - Target: 3.5 units/acre
  - Range: 2 to 8 units/acre; retail not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 1N9-F

- Total Development Area: 21.66 acres
- Potential Water Quality Facilities: 0.52 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 20%
  - Max. % Impervious (Roofs, walks, patios): 30%
  - Max. % Cleared (includes impervious): 90%
- Land Uses
  - Target: Single family detached residential medium density
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 5 units/acre
  - Range: 2 to 8 units/acre for residential; retail and commercial not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Part One
Permitted Land Uses and Densities

Urban Development Area 2

This Development Area includes approximately 17.34 acres for potential water quality facilities in addition to the Total Development area acreages shown below.

Development Sub-Area: 2N9-G
- Total Development Area: 1.36 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 45%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Small lot single family detached, duplex and triplex residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 17 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N9-H
- Total Development Area: 6.38 acres
- Potential Water Quality Facilities: 0.67 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 35%
  - Max. % Impervious (Roofs, walks, patios): 48 %
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Hillside multifamily condominium residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 12 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N9-I
- Total Development Area: 22.73 acres
- Potential Water Quality Facilities: 6.66 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 26%
  - Max. % Impervious (Roofs, walks, patios): 46%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Small lot single family detached and attached, duplex, triplex, townhouse and podium condominium residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 14 units/acre
  - Range: 5 to 40 units for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use; corporate campus to a maximum floor area ratio of 0.5 with no occupied use square footage limitation.

Development Sub-Area: 2N10-A
- Total Development Area: 12.18 acres
- Potential Water Quality Facilities: 3.32 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 45%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family detached and attached, duplex, triplex, townhomes; and podium condominium
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 15 units/acre
  - Range: 5 to 40 units/acre; for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use; corporate campus to a maximum floor area ratio of 0.5 with no oc-

cupied use square footage limitation.

Development Sub-Area: 2N10-B
- Total Development Area: 22.45 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 35%
  - Max. % Impervious (Roofs, walks, patios): 48 %
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Hillside multifamily condominium and cluster and small lot single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 11 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N10-C
- Total Development Area: 5.86 acres
- Potential Water Quality Facilities: 5.69 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 45%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Small lot single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 10 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N10-D
- Total Development Area: 10.91 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 35%
  - Max. % Impervious (Roofs, walks, patios): 48%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Hillside multifamily condominium and cluster or small lot single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 12 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N10-E
- Total Development Area: 8.70 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 38%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster single family detached residential
  - Range: Residential; Retail; Recreational; Commercial: dining, cultural facilities, day care, education services, and other.
- Density
  - Target: 9 units/acre
  - Range: 2 to 20 units/acre for residential; retail and commercial not to exceed 20,000 sq. ft. of gross fl. area per occupied use.

Development Sub-Area: 2N10-F
- Total Development Area: 8.93 acres
- Potential Water Quality Facilities: 1.0 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 38%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster single family detached residential.

- Range: Residential; Retail; Recreational
- Density
  - Target: 9 units/acre
  - Range: 2 to 20 units/acre; retail not to exceed 5,000 sq. ft. of gross fl. area per occupied use.

Part One
Permitted Land Uses and Densities

Urban Development Area 3

This Development Area includes approximately 0.55 acres for potential water quality facilities in addition to the Total Development area acreages shown below.

Development Sub-Area: 3N1-A
- Total Development Area: 3.32 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 26%
  - Max. % Impervious (Roofs, walks, patios): 46%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Single family attached or multifamily condominium residential
  - Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.
- Density
  - Target: 12 units/acre
  - Range: 4 to 24 units/acre for residential; retail and commercial not to exceed 120,000 sq. ft. of gross fl. area.

Development Sub-Area: 3N1-B
- Total Development Area: 9.78 acres
- Potential Water Quality Facilities: 0.55 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%
  - Max. % Impervious (Roofs, walks, patios): 38%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Cluster and small lot single family detached residential.
  - Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.
- Density
  - Target: 10 units/acre
  - Range: 4 to 24 units/acre for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-A
- Total Development Area: 20.62 acres
- Environmental Constraints:
  - Max. % Impervious (Roads, parking, drives): 35%
  - Max. % Impervious (Roofs, walks, patios): 48%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Hillside multifamily condominium and cluster and small lot single family detached residential.
  - Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.
- Density
  - Target: 12 units/acre
  - Range: 4 to 24 units/acre for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-B
- Total Development Area: 20.38 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 30%
  - Max. % Impervious (Roofs, walks, patios): 46%
  - Max. % Cleared (includes impervious): 100%
- Land Uses
  - Target: A mixed use area including single family attached and multifamily residential; neighborhood serving and specialty retail, leisure, dining, and entertainment; craft workshop and small office.
  - Range: Residential; Retail; Recreational; Commercial including educational services and excluding light manufacturing business services and mineral uses.
- Density
  - Target: 8 units/acre plus 120,000 sq. ft. of non-residential uses
  - Range: 4 to 24 units for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-C
- Total Development Area: 8.13 acres
- Environmental Constraints
  - Max. % Impervious (Roads, parking, drives): 25%

- Max. % Impervious (Roofs, walks, patios): 46%
- Max. % Cleared (includes impervious): 100%

• Land Uses
- Target: Small lot single family detached residential.
- Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.

• Density
- Target: 10 units/acre
- Range: 5 to 40 units/acre for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-D

• Total Development Area: 7.65 acres

• Environmental Constraints
- Max. % Impervious (roads, parking, drives): 50%
- Max % Impervious (roofs, walks, patios): 35%
- Max. % Cleared (includes impervious): 100%

• Land Uses
- Target: Multifamily residential
- Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.

• Density
- Target: 18 units/acre
- Range: 5 to 40 units/acre residential; retail and commercial not to exceed 120,000 sq. ft. of gross fl. area.

Development Sub-Area: 3W4-E

• Total Development Area: 5.05 acres

• Environmental Constraints
- Max. % Impervious (roads, parking, drives): 50%
- Max % Impervious (roofs, walks, patios): 35%
- Max. % Cleared (includes impervious): 100%

• Land Uses
- Target: Service commercial
- Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.

• Density
- Target: A floor area ratio of 0.25
- Range: 5 to 40 units/acre for residential; for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-F

• Total Development Area: 17.23 acres

• Environmental Constraints
- Max. % Impervious (roads, parking, drives): 50%
- Max % Impervious (roofs, walks, patios): 35%
- Max. % Cleared (includes impervious): 100%

• Land Uses
- Target: Cluster or small lot single family detached
- Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.

• Density
- Target: 10 units/acre
- Range: 5 to 40 units/acre for residential; for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Development Sub-Area: 3W4-G

• Total Development Area: 3.16 acres

• Environmental Constraints
- Max. % Impervious (roads, parking, drives): 50%
- Max % Impervious (roofs, walks, patios): 35%
- Max. % Cleared (includes impervious): 100%

• Land Uses:
- Target: Boulevard fronting professional office
- Range: Residential; Retail; Recreational; Commercial except light manufacturing business services and mineral uses.

• Density
- Target: A floor area ratio or 0.50
- Range: 5 to 40 units/acre for residential; for residential; from 20,000 to 160,000 sq. ft. of gross fl. area for non-residential uses.

Part One
Permitted Land Uses and Densities

Urban Development Area 4

This Development Area includes approximately 6.20 acres for potential water quality facilities in addition to the Total Development area acreages shown below.

Development Sub-Area: 4W1-A
- Total Development Area: 30.66 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum. % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Corporate Campus/Professional Office
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.25 and commercial floor area ratio of 0.75.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum. floor area ratio of 1.5.

Development Sub-Area: 4W1-B
- Total Development Area: 10.01 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 40%
  - Maximum. % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 90%
- Land Uses
  - Target: Corporate Campus/Professional Office
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.25 and a commercial floor area ratio of 0.85.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum. floor area ratio of 1.5.

Development Sub-Area: 4W2-A
- Total Development Area: 9.64 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Convenience retail
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.25 and commercial floor area ratio of 0.75.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum. floor area ratio of 1.0.

Development Sub-Area: 4W2-B
- Total Development Area: 4.08 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 65%
  - Maximum % Impervious (roofs, walks, patios): 20%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Transit center/park and ride/ mixed use with recreational facilities.
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: Parking for 1000 cars in a parking structure with recreational facilities (tennis/health club) over.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0; structured parking for up to 1500 cars.

Development Sub-Area: 4W2-C
- Total Development Area: 25.49 acres
- Potential Water Quality Facilities: 3.64 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%

PART ONE
PERMITTED LAND USES AND DENSITIES

- Land Uses
  - Target: Corporate Campus/Professional Office
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.25 and commercial floor area ratio of 0.9.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.5.

Development Sub-Area: 4W3-A
- Total Development Area: 8.49 acres
- Potential Water Quality Facilities: 1.53 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Office/Corporate Campus
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.75 and a commercial floor area ratio of 0.75.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum. floor area ratio of 1.0.

Development Sub-Area: 4W3-B
- Total Development Area: 16.09 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Hillside multifamily residential
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: 16 units/acre; a retail floor area ratio of 0.25 and commercial floor area ratio of 0.75.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0.

Development Sub-Area: 4W3-C
- Total Development Area: 1.47 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum. % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Church, civic, or event building at focal terminus of east/west collector arterial that shares parking with corporate campus or transit center at off peak times.
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: A retail floor area ratio of 0.25 and a commercial floor area ratio of 0.5 with no onsite parking
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum. floor area ratio of 1.0.

Development Sub-Area: 4W3-D
- Total Development Area: 13.93 acres
- Potential Water Quality Facilities: 1.03 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum. % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Mixed use urban center to include: high density multifamily residential; hotel, recreational, entertainment, dining; retail; office; institutional. Predominantly high density residential.
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: 200 multifamily residential units integrated with 245,000 sq. ft. retail and/or commercial.
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0.

PART ONE
PERMITTED LAND USES AND DENSITIES

Development Sub-Area: 4W3-E

- Total Development Area: 4.65 acres
- Environmental Constraints
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum. % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses
  - Target: Mixed use urban center to include: high density multifamily residential; hotel, recreational, entertainment, dining; retail; office; institutional. Predominantly non-residential.
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density
  - Target: 100,000 sq. ft. mixed use non-residential
  - Range: 5 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0.

Part One
Permitted Land Uses and Densities

North Expansion Area

- Total Development Area: +/- 19 acres
- Environmental Constraints:
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 100%
- Land Uses:
  - Target: Service commercial and multi family
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density:
  - Target: Retail and commercial floor area ratio of 0.25 and a residential density of 18 units per acre.
  - Range: 5 to 40 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0.

South Expansion Area

- Total Development Area: +/-39 acres
- Environmental Constraints:
  - Maximum. % Impervious (roads, parking, drives): 50%
  - Maximum % Impervious (roofs, walks, patios): 35%
  - Maximum. % Cleared (includes impervious): 15%
- Land Uses:
  - Target: Hillside multifamily residential, multi-family residential, park and school
  - Range: Residential; Retail; Recreational; Commercial (subject to limitations of protected groundwater).
- Density:
  - Target: 16 units per acre; retail and commercial floor area ratio of 0.25 and a residential density of 18 units per acre.
  - Range: 8 to 80 units/acre residential; non-residential uses to a maximum floor area ratio of 1.0.

PART TWO
LAND USE CATEGORIES

In addition to the specifically listed uses below, each land use category includes as permitted uses any accessory or affiliated use and any other compatible principal uses which are compatible with the uses listed.

A. RESIDENTIAL

Single Family Detached:
- Standard lot
- Small lot
- Cluster homes
- Hillside
- Active adult

Single Family Attached:
- Townhouse
- Duplex/Triplex
- Hillside

Multi-family:
- Apartment
- Condominium
- Podium
- Hillside
- Duplex/Triplex
- Senior citizen assisted
- Community residential facility
- Nursing and personal care facilities

Other:
- Residential accessory uses
- Bed and breakfast guest house
- Home occupation

B. RETAIL

Convenience Retail. Uses which generally require convenient, adjacent on-site surface parking:
- Variety Stores
- Food Stores
- Building, Hardware and Garden Materials
- Drug Stores
- Financial Services, including insurance and real estate
- Liquor Stores
- Personal Medical Supply Stores
- Auto Supply Stores
- Bulk Retail
- Auction Houses

Specialty Retail. Product-specific shops as in "mainstreet" storefronts:
- Apparel and Accessory Stores
- Furniture and Home Furnishings Stores
- Used Goods: Antiques/Secondhand Shops
- Leather and Leather Goods
- Fabric Shops
- Florist Shops
- Specialty food stores
- Sporting Goods and related Stores
- Book, Stationery, Video and Art Supply Stores
- Jewelry Stores
- Hobby, Toy, Game Shops
- Professional Sport Teams/Promoters
- Photographic and Electronic Shops
- Computer and Office Equipment
- Electronic and other Electric Equipment
- Paper and Allied Products
- Pet Shops
- Winery/Brewery

PART TWO
LAND USE CATEGORIES

C. COMMERCIAL

Office Uses

- General Business Offices
- Professional Office
- Corporate Campus

Community Business Uses

Temporary Lodging:
- Hotel/Motel
- Organization Hotel/Lodging houses

Leisure/Entertainment:
- Theater
- Plays/Theatrical production
- Bowling center
- Amusement arcades
- Bars and taverns

Dining:
- Restaurants
- Eating and Drinking Places
- Drive-through food service

Cultural Facilities:
- Library
- Museum
- Conference Center
- Community Center
- Outdoor performance center

Personal Services:
- General Personal Service
- Funeral Home
- Day care
- Veterinary Clinic

Small Health Services:
- Office/Outpatient Clinic
- Social Services
- Miscellaneous Health

General Commercial Uses

Business Services:
- General Business Services
- Printing and Publishing
- Miscellaneous repair
- Motor Vehicle and Boat Dealers
- Individual Transportation and Taxi
- Miscellaneous Transportation Vehicles
- Measuring and Controlling Instruments
- Communication Offices or Facility
- Commercial Accessory Uses

Large Health Services:
- Hospital
- Medical/Dental Lab

Service Commercial:
- Automotive Service and Repair
- Construction and Trade
- Trucking and Courier Service
- Warehousing
- Wholesale Trade
- Recreational Vehicle Storage
- Self-service Storage
- Transportation Service
- Automotive Rental and Leasing
- Automotive Parking
- Freight and Cargo Service
- Passenger Transportation Service
- Telegraph and other Communications
- Outdoor Advertising Service
- Miscellaneous Equipment Rental
- Forest Products Sales
- Agricultural Product Sales
- Heliport

Light Manufacturing Use

Business Services:
- Monuments, Tombstones, and Gravestones
- Wood Products, except furniture
- Rubber and Misc. Plastics Products
- Stone, Clay, Glass and Concrete Products
- Fabricated Metal Products
- Textile Mill Products
- Apparel and other Textile Products
- Furniture and Fixtures
- Industrial and Commercial Machinery
- Light Motorized Vehicle and Bicycle Manufacturing

- Movie Production/Distribution
- Research, Development and Testing
- Miscellaneous Light Manufacturing
- Industrial Accessory Uses

Personal Services:
- Stable
- Kennel or Cattery

Mineral Uses:
- Mineral Extraction and Processing
- Asphalt Paving Mixtures and Block
- Quarry Operations

Government and Institutional Uses

Government Services:
- Public agency or utility office
- Court
- Police Facility
- Fire Facility
- Utility Facility
- Minor Communication Facility
- Private Stormwater Management Facility
- Interim Recycling Facility
- Public agency or utility yard
- Public agency archives
- Public Agency Animal Control Facility
- Public Agency Training Facility
- Non-hydroelectric Generation Facility
- Communication Facility
- Earth Station
- Energy Resource Recovery Facility
- Wastewater Treatment Facility
- Municipal Water Production
- Transit Park and Ride Lot
- Transit Bus Base
- School Bus Base

Education Services:
- Elementary School
- Middle/Junior High School
- Vocational School
- Specialized Instruction School
- School District Support Facility
- Dormitory
- College/University

Other:
- Churches, synagogue, temple

D. RECREATIONAL USES

- Sports club
- Golf facility
- Golf driving range
- Park

PART THREE
DEFINITIONS

Density - a development standard within each Grand Ridge land use district. It is the number of dwelling units per acre. The allowable number of dwelling units is determined by multiplying the site area (in acres) by the applicable density.

Floor Area Ratio (FAR) - the ratio of the amount of gross floor area in all structures on a lot to the total area of the lot on which the structures are located.

Gross floor area - the number of square feet of total floor area bounded by the inside surface of the exterior walls of the structure as measured at the floor line excluding parking and mechanical floors or areas and outside balconies that do not exceed a projection of six feet beyond the exterior walls of the building.

Site area - the total area of a site.

ATTACHMENT B (this document will be the same as in the Joint Agreement except as)

GRAND RIDGE ROAD PHASING

Phase I:

A. One hundred single-family residential units without improvements to Black Nugget Road or other roads.

B. Final plat approval for 540 single-family residential units upon the Partnership's completing construction, or posting with the County a two year financial guarantee instrument in an amount and form acceptable to the County which guarantees construction, of the following Phase IB road improvements; and issuance of a certificate of occupancy for commercial or multifamily development for up to 250,000 square feet of commercial uses and 50,000 square feet of retail uses upon the Partnership's completing construction of the following Phase IB road improvements:

<u>Phase I Road Improvements</u>

- Black Nugget Road improved to a neighborhood collector standards, per King County Road Standards, with the County to decide whether to apply rural or urban neighborhood collector standards after a joint community process to be conducted by the County, the City and the Partnership to be completed within 45 days following King County Council approval of this Agreement.

- Construction access (for construction vehicles, delivery and related construction activities through Urban Development Area 4 by way of Lakeside's property or through alternative, routes, not to include Black Nugget Road.

- Improved and signalized Black Nugget/Vaughn Hill intersection, with left and right turn lanes as determined by the County.

- Additional safety improvements to Black Nugget Road, i.e., residential driveway improvements and necessary lighting improvements.

- Screening or landscaping buffer improvements

Phase II:

Final plat approval for 3,250 single-family residential units upon completion of construction of the following Phase II road improvements, and issuance of a certificate of occupancy for up to 1,500,000 square feet of commercial uses and 425,000 square feet of retail uses upon completion of construction of the following Phase II road improvements:

Phase II Road Improvements

- Sunset Interchange improvements as defined in § 2.3 of the Master Transportation Financing Agreement.

- Four lane South SPAR connection from the north boundary of Urban Development Area 4 to the Sunset Interchange.

Phase III:

Full Project buildout, consisting of Phases I and II with issuance of certificates of occupancy for a total of up to 2,950,000 square feet of commercial uses, upon completion of construction of the following Phase III road improvements:

Phase III Road Improvements

- Four lane North SPAR connection.

Combined Phases:
The road improvements for the Phases described above may be combined or constructed concurrently, in which event Project buildout will be allowed at the combined level of the completed Phases. Phase II and III development shall not, however, proceed until requirements for development of all prior phases have been satisfied.

Equivalency to Convert Single Family to Other Residential Uses:
The residential uses stated in Phases I and II are stated in terms of "single family" units. The Partnership may allocate the equivalent single-family dwelling unit trips (i.e., 10 trips per day per hours) to either single-family units, multi-family units,

or active senior housing in accordance with the following conversion factors:

TRANSPORTATION CONVERSION FACTORS FROM STANDARD* SINGLE-FAMILY UNITS TO OTHER RESIDENTIAL USES

100 Standard* Single-Family Detached Dwelling Units Will Convert to:	
RESIDENTIAL USES	
Single-family detached	100 dwelling units
Single-family attached	116 dwelling units
Multi family	151 dwelling units
Age-restricted (Active senior housing, i.e., 55 yrs plus)	
- single-family	285 dwelling units
- multi-family	354 dwelling units
- 60% single/40% multi-family	309 dwelling units

* Non-age restricted single family.

The conversions based upon transportation equivalency allow the Partnership to elect the specific types of residential units within the road Phases stated above. However, notwithstanding that transportation equivalency, the maximum development allowed within the Grand Ridge UGA shall be: 3,250 residential units; 2.95 million square feet of commercial uses , and 425,000 square feet of retail uses. Further, after Phase I, the Partnership may elect to convert commercial square feet into residential uses at the ratio of 1 residential unit (of any type) for each 1,200 square feet of authorized commercial space, in which event the full Project buildout would include: 3,950 residential units, 2.11 million square feet of commercial uses and 425,000 square feet of retail uses.

ATTACHMENT C
ILLUSTRATIVE FAIR SHARE COST ALLOCATION

	EIS[1]	PS&E[2]	CONST[3]	TOTAL
N. SPAR				
KC	1.3	1.0	8.20	10.50
GR	0	0	2.80	2.80
COI	0	0	0	0
				13.30
S. SPAR				
KC	.89	.485	0	1.375
GR	0	0	11.41	11.410
COI	0	0	.515	.515
				13.30
SUNSET I/C				
KC	.94	.485	.305	1.73
GR	(spent) .30	0	5.09	5.39
COI	0	.885	.305	1.19
DOT			12.29	12.29
				20.60
SE BYPASS				
KC	0	0	0	0
GR	0	0	1.4	1.40
COI	1.0	1.0	13.3	15.30
				16.70
TOTAL				63.90

[1] Environmental Impact Statement

[2] Plans, Specifications & Estimates

[3] Construction

ATTACHMENT D

METRO PARK & RIDE FACILITY AT GRAND RIDGE

The County, City and Partnership agree to work together on plans to provide a park & ride lot facility at or near the Grand Ridge Project and transit service within and to the Grand Ridge Project area. The County's obligation to provide such a facility and service, and the Partnership's obligation to contribute to the same, shall be contingent upon the County, Partnership and City agreeing to and executing a separate written agreement detailing the specific terms, conditions and contingencies of their respective obligations (hereinafter referred to as the "Transit Agreement").

The parties anticipate that the environmental review, financing mechanisms and schedule for construction of the Sunset Interchange and South SPAR shall be known and agreed to by all concerned persons and entities within three years. At a minimum, any Transit Agreement shall provide that construction of the park & ride lot facility and implementation of transit service shall be contingent upon execution of construction contracts for the Sunset Interchange and South SPAR improvements.

The parties shall endeavor to meet the following objectives in developing the Transit Agreement.

1. The parties should cooperate on planning, siting, construction, and financing of a park & ride lot facility which would be the connection point for regional transit service.

2. The County and the Partnership should seek an agreement with the Washington State Department of Transportation (WSDOT) whereby WSDOT would reserve for ten (10) years, and then enter into a long term agreement with the County for use as a park & ride lot, a site of up to ten (10) acres which is located adjacent to the planned urban core of the Grand Ridge Project. However, the County, the Partnership and the City should explore with WSDOT a trade of the aforementioned ten (10) acres of land should a more suitable site for the park & ride facility be identified in the future.

3. The Partnership should contribute toward the development of the park & ride lot facility, including but not limited to: preparing environmental analyses as defined in the scope of work for the SPAR Road EIS; including a the Metro park and ride facility as an authorized use within the Annexation Agreement for Development Area 4 and the expansion south and east of Area 4; and sizing and locating off-site storm drainage

facilities, water, and other utilities so they are available to serve the site.

4. The County and City should cooperate with the Partnership in the design of the park & ride lot facility after the environmental review process is complete. The County shall assure that the park & ride lot facility adheres to established construction standards and procedures.

5. The County should reserve up to $4,500,000 within its appropriated capital program to contribute toward the cost of developing the park & ride lot facility. Upon the Partnership's review and approval of the identified costs, the Partnership should pay a significant share of the construction costs of the park & ride lot facility, taking into account the other non-monetary contributions made by the Partnership to the park & ride lot facility.

6. The Partnership and the County should explore a mutually beneficial financing mechanism for construction and maintenance of the park & ride lot facility. The options include, but are not be limited to, a long-term lease of the facility, a turnkey construction arrangement, a permanent easement, and exploration of other issues such as joint use of the facility and provision of maintenance and security services for the facility.

7. Any local transit service within the Grand Ridge Project should be operated by the County, subject to the County's usual process of determining service allocations, routes and schedules.

8. The Partnership should pay a significant portion of the cost of providing any such local transit service for a period of at least two years and not more than five years.

9. As ridership on such local service meets or exceeds productivity standards in use at the time, the County should reduce the Partnership's payment for local service and eventually absorb it as regular County service, subject to the County's usual productivity and service allocation standards.

10. The Partnership should consult with the County on the design of the overall Grand Ridge Project to insure that the goal of providing a transit- and pedestrian-oriented community is met. The parties' collaboration in planning shall include such issues that may affect the success of the goals and commitments outlined by the partnership.

APPENDIX C

QUARRY AREA (URBAN DEVELOPMENT AREA 4) DEVELOPMENT STANDARDS

Glacier Ridge Partnership owns the 160 acres shown as Urban Development Area 4 on Exhibit 3 to this Agreement and legally described on Attachment 1 to this Appendix C. This Appendix C sets forth the Development standards for (A) clearing and grading on the Eastern 80 Acres to the final elevations and designs for the urban Project, and (B) continued quarry operations on the Western 80 Acres. Upon the quarry operator's determination to cease quarry operations, the Western 80 Acres shall be governed by the general development standards applicable to the urban Project described in the Annexation Agreement.

I. EASTERN 80 ACRES.

Upon submittal of an application by the Partnership, the City shall review and issue a clearing and grading permit under IMC Ch. 16.26 for the Eastern 80 Acres to achieve the final grade elevations and designs for the Project as follows:

1. Application and Administration. The Partnership shall submit an application on the City's standard form, with any supplements as necessary to reflect the development standards for the eastern 80 acres set forth in this Appendix C. The City may request County to comment upon the application. The City shall timely perform all the administrative functions for the clearing and grading permit, including all SEPA determinations, appeals, and enforcement of permit conditions.

2. Clearing and Excavation. The excavation of all areas necessary to achieve the final grade elevations and designs for the urban Project shall be governed by the same environmental and other operational standards which the County currently applies to the Western 80 Acres (described below), including stormwater control, erosion and drainage measures, required slopes and related matters. The City hereby adopts those County environmental and operational standards as its own for purposes of the excavation under the City's permit to achieve final grade. The County shall inspect and monitor work under the City's clearing and grading permit as it relates to excavation. Inspection fees for inspection and monitoring of the Eastern Eighty Acres shall be paid to King County by the City at rates which are in accordance with the County grading fee provisions. Such payment shall be made within 30 days following billing by the County. The City shall undertake and bear all costs of any enforcement actions, appeals, or other matters relating to the grading and excavation in the Eastern 80 Acres. Excavated materials may be disposed of through the quarry operator on the adjoining Western 80 Acres of the Quarry Area, which shall not be deemed to be quarry operations on the Eastern 80 Acres.

II. WESTERN 80 ACRES.

A. DESCRIPTION OF EXISTING QUARRY OPERATIONS

As of the date of this Agreement, the quarry operations are described as follows:

1. **Ownership and Lease.** The Western 80 Acres of the Urban Development Area 4 currently is operated as part of a quarry site. Lakeside Industries ("Lakeside") conducts mineral extraction and processing on the Western 80 Acres pursuant to an Agreement to Extract Sand and Gravel dated June 19, 1985, between Meridian Minerals Company, as Lessor, and Lakeside Sand & Gravel Company, Inc., as Lessee, as amended by Agreement Regarding Renewal Term, dated March 26, 1990, and by Affirmation of Agreement to Extract Sand and Gravel, dated March 27, 1991, between Glacier Ridge Partnership as successor in interest to Lessor, and Lakeside Industries, successor in interest to Lessee, and recorded under King County recording number 9105310056 (collectively, "Lease"), including extraction, crushing, recycling and processing of sand and gravel and asphalt from on and off the quarry site, and asphalt and concrete production (collectively "Quarry Operations"). The lease term expires on March 31, 2000, unless Glacier Ridge and Lakeside agree to extend the lease term.

2. **County Regulation.** Lakeside's Quarry Operations within unincorporated King County are governed by the grading chapter of the King County Code (KCC Ch. 16.82), King County noise regulations (KCC Chs. 12.86-12.89), King County surface water management code (KCC Title 9), King County grading permit fee provisions (KCC 27.12), King County enforcement code (KCC Title 23), King County environmental policies (KCC 20.44) and the King County Zoning Code (Title 21A), which are administered through King County Grading Permit No. 1104-598. The County grading permit is renewable annually. Lakeside has posted with the County an operating bond [No. C92G061R, $1,000, dated February 16, 1971] in connection with the Quarry Operations on the Western 80 Acres and on adjoining land not covered by this Appendix C. All applicable King County Code provisions, the grading permit, and operating bond collectively are referred to herein as the "Quarry Development Standards."

3. **State Regulation.** Lakeside is holder of Surface Mining Permit No. 10113, dated January 1, 1971, issued by the State Department of Natural Resources. The permit was issued pursuant to a reclamation plan entitled Revised Reclamation Plan, Reid & Lakeside Issaquah Pit updated April 5, 1993. Lakeside has established a reclamation bond with the State Department of Natural Resources.

B.QUARRY OPERATIONS AND DEVELOPMENT STANDARDS AFTER ANNEXATION

The City agrees the Quarry Operations may continue after annexation of the Western 80 Acres into the City in accordance with this Appendix C. Subject to annual permit renewals, Quarry Operations may be continued by Lakeside or its successors or agents

(including the period of any lease extension) or Glacier Ridge or its the operator determines to cease agents on the terms provided in this Appendix C. The Quarry Operations shall be designated by the City as a permitted use in Urban Development Area 4 under the City's "UV" Zone until cessation of quarry operations. The "UV" Zone is to be adopted by the City for the entire Property, as provided in the Annexation Agreement.

Effective upon annexation of the Western 80 Acres, the City adopts and establishes the Quarry Development Standards set forth in Paragraph A.2 above to govern the Quarry Operations on the Western 80 Acres.

From and after the effective date of annexation, pursuant to RCW Ch. 39.34, the Interlocal Agreement Act, the City and County agree that the County shall administer, on behalf of the City, the existing grading permit for Lakeside's Quarry Operations (Permit No. 1104-598), only to the extent that these Quarry Operations occur on the Western 80 Acres. County administration of this grading permit as to the Western 80 Acres shall be pursuant to the Quarry Development Standards as hereby adopted by the City so long as Quarry Operations continue on the site. This provision of the Agreement shall be administered by the Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee. County administration shall include approval of on-going quarry mining upon periodic review, processing and approval of permit modifications subject to approval of the City, and monitoring of compliance with permit conditions and bonding for reclamation and operations, SEPA lead agency responsibility, handling of administrative appeals, enforcement actions and provision of legal services. The County will defer to the City as SEPA lead agency in the event the permit holder proposes to significantly modify those Quarry Operations occurring on the Western 80 Acres. The City in such event shall be responsible for handling of administrative appeals and provision of legal services related to SEPA compliance. The County shall administer and enforce the operation bond for the benefit of the City as to the Western 80 Acres of the quarry site, and the parties acknowledge the current operation bond covers additional lands not covered by this Appendix C.

To defray the costs of performing such services, the County is authorized to collect applicable fees from the applicant at amounts specified in the County's grading and SEPA fee provisions, which fees are hereby adopted by the City.

After the date of this Agreement, the County shall not modify the reclamation plan, bonding amounts or provisions or other aspects of the Quarry Operations grading permit as pertains to the Western 80 Acres of Urban Development Area 4 without the written consent of the City, which shall be provided by the Mayor or his designee and shall not be unreasonably withheld. Lakeside (or any successor operator) and the County shall provide to the City copies of all permit renewal requests, correspondence or other matters relating to permit administration of the Quarry Operations on the Western 80 Acres.

If the City or County wishes to terminate the County administration of permits under this Appendix C prior to the end of the 20-year term of this Agreement under Section 5.13, then the City and County, in consultation with the Partnership and Lakeside (or successor

property owner or quarry operator), shall meet to mutually approve a transition to City assumption of responsibility and jurisdiction. The County shall, in any event, continue administration until the earlier of mutual agreement between the City and County or twelve months following notice from either the City or County that it wishes to terminate County administration.

Annexation into the City of the Western 80 Acres under the Quarry Development Standards set forth in this Appendix C protects the long term viability for continued mineral extraction and processing activities, consistent with all applicable plans of the County and City.

III. INDEMNIFICATION.

A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, then the County shall satisfy the same.

B. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of negligent action or omission of the City, its officers, agents and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damage is brought against the County, then the City shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in said suit if any principle of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, then the City shall satisfy same.

C. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, then this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

APPENDIX D
DEVELOPMENT STANDARDS
STORMWATER MANAGEMENT AND GROUND WATER PROTECTION

TABLE OF CONTENTS

Content	Page No.
I. INTRODUCTION	D-2
A. Goals and Objectives	D-2
1. Stormwater Management	D-2
2. Issaquah Creek Basin Plan Goals	D-3
3. Ground Water Protection Goals	D-4
B. Grand Ridge Master Drainage Plan	D-4
1. Summary	D-4
2. Documents	D-6
II. PROJECT STORMWATER DESIGN STANDARDS	D-6
A. Conveyance	D-7
1. Collection	D-7
2. Outfalls	D-7
3. Infiltration Basin Emergency Overflows	D-7
B. Water Quality Treatment	D-8
1. Pretreatment for Infiltration Systems	D-8
2. Water Quality Treatment for Surface Water Detention Systems	D-10
3. Pretreatment for Baseflow Maintenance Facilities	D-11
4. Hazardous Material Spill Containment Provisions	D-11
5. Additional Mitigation	D-12
C. Infiltration System Design	D-13
1. Design Infiltration Rates	D-13
2. Infiltration Ponds and Tanks	D-13
3. Baseflow Maintenance Infiltration Systems	D-14
D. On-Site Retention/Detention	D-14
E. Discharge Methods and Locations	D-16
1. Stream Channel Discharges	D-16
2. Wetland Flow Augmentation Discharges	D-16
3. Emergency Overflow Bypass Discharges	D-17
F. Temporary Erosion and Sedimentation Control - Quarry Area Operations	D-17
1. Western 80 Acres	D-17
2. Eastern 80 Acres	D-17
G. Temporary Erosion and Sedimentation Control - Project Construction	D-17
1. Introduction	D-17
2. Temporary Erosion Controls	D-18
3. Temporary Sediment Controls	D-19
4. Temporary Facilities Inspection and Maintenance During Construction	D-21
H. Coal Mine Hazard Areas	D-22
I. Surface and Ground Water Quantity and Quality Monitoring	D-22
1. Monitoring Plan	D-22
2. Supplemental Baseline Monitoring	D-23
3. Monitoring Responsibility	D-24
4. Monitoring Data Sharing	D-24
5. Transfer of Ownership of Stormwater Facilities	D-24
III. GROUND WATER PROTECTION DESIGN STANDARDS	D-24
A. Ground Water Quality	D-25
1. Standards	D-25
2. Landscape Management	D-27
3. Restricted Materials	D-27
4. Land-Use Restrictions	D-27
5. Education	D-28
6. Management of Wastes	D-28
B. Ground Water Quantity	D-29
IV. SUBBASIN REQUIREMENTS	D-30
V. GROUND WATER MANAGEMENT STUDIES	D-31
VI. ATTACHED EXHIBITS	D-32
Abbreviations and Definitions	D-39

I. INTRODUCTION

Presented in this document are the standards and requirements for stormwater management and ground water aquifer protection for the Grand Ridge Planned Community. Goals and objectives are presented first. A summary of the Master Drainage Plan for the project is then described. Stormwater management design standards and ground water protection design standards are presented in Subsections II and III, respectively. Specific stormwater management and ground water protection requirements for each project subbasin are then summarized in Subsection IV. Exhibits are contained in Section V.

A. Goals and Objectives

The following goals and objectives have been identified by King County, the City of Issaquah and the Grand Ridge and Glacier Ridge Limited Partnerships for the Urban Planned Development of Grand Ridge:

1. **Stormwater Management**. Compliance with the current King County SWM Design Manual for design, operation, maintenance and monitoring of drainage facilities, which includes submittal and approval of a Master Drainage Plan. Goals and objectives include:

    a. Prevent Flooding: Prevent increases in flow rates and volumes that would result in flooding along natural or constructed drainage systems or aggravate existing flooding problems either on site or downstream;

    b. Prevent Erosion: Prevent increases in flow rates and volumes both on site and off site that would cause erosion, which includes, but is not limited to destabilizing the existing geomorphic balance of the natural drainage systems, such as avoiding stream bank erosion or bank/slope failures along stream corridors or downstream sedimentation reducing channel capacity;

    c. Soil Stability: Prevent alteration of natural topography and native vegetation resulting in unstable soil conditions, slopes or embankments;

    d. Natural Hydrologic Features: Prevent alteration of the natural hydrologic features that would reduce their functional ability to preserve water quality and quantity and in-stream or other aquatic habitat values;

    e. Baseflows: Prevent alteration of ground water/interflow that would adversely change downstream baseflows, aquifer recharge characteristics and/or impair existing water rights;

f. Technical Analyses: Conduct detailed technical analyses with appropriate geotechnical investigations, water quality and aquatic habitat analysis and hydrologic computer modeling and provide for flexibility in design of stormwater treatment systems;

g. Operation and Maintenance: Specify maintenance and operation provisions for existing natural drainage systems and any on-site drainage facilities. Specific maintenance plans and agreements identifying maintenance responsibilities shall be provided for any privately or publicly maintained facility.

h. East Sammamish Community Plan: Comply with applicable provisions.

i. Issaquah Creek Basin Plan: Comply with applicable proposed provisions.

2. **Issaquah Creek Basin Plan Goals**. The Watershed Management Committee Proposed Issaquah Creek Basin and Nonpoint Action Plan presents 16 specific goals in the areas of:

- Flooding
- Water Quality
- Habitat
- Stream Channels

Specific Basin Plan goals applicable to stormwater management for the Grand Ridge Planned Community are listed below. The site design and drainage plan for the Grand Ridge Planned Community have been developed to achieve the following proposed Basin Plan goals and recommendations.

- Flooding Goal 1: Keep flooding from getting worse with future basin development.

- Water Quality Goal 1: Reduce water pollution from urban sources.

- Water Quality Goal 5: Reduce water pollution from road runoff and the potential for pollutant spills from roads.

- Water Quality Goal 6: Reduce water quality degradation associated with future basin development.

- Habitat Goal 1: There should be no net loss of stream, wetland, or riparian habitat structure, function, or area in the Issaquah basin.

- Stream Channel Goal 3: Reduce the need for sediment removal by controlling sediment at its source.

- NF 2: Factors for Evaluation of Master Planned Developments

- NF 3: Wetland 7 Management Area

- Basinwide Recommendation 2: Establishment of Erosion Protection Standard for On-Site Retention/Detention Facilities in Especially Sensitive Basins

3. **Ground Water Protection Goals.** Compliance with ground water protection goals as determined by the proposed Issaquah Creek Valley Ground Water Management Plan and the Wellhead Protection Study currently under preparation. These goals include:

   a. Prevent Depletion: Prevent loss of recharge to ground water which could be caused by such factors as paving over areas with buildings, parking lots and by otherwise disturbing the natural soil. Strive to achieve no net reduction of recharge in any new development or redevelopment in high-recharge areas.

   b. Prevent Contamination: Prevent contamination of ground water from various activities such as the inadequate treatment of stormwater, hazardous material spills, leaking underground storage tanks, pesticide and fertilizer use and leaking sewer pipes. Maintain present quality of drinking water.

   c. Comply With Anti-Degradation Policy: Comply with Anti-Degradation Policy (WAC-173-200-030) to maintain present quality of ground water.

B. Grand Ridge Master Drainage Plan

The Grand Ridge Planned Community Master Drainage Plan (MDP) scope has been developed to achieve the goals identified herein and to conform to King County scoping requirements for Urban Planned Developments (Chapter 21A.39, General Provisions - Urban Planned Developments). Technical analyses and discussion in support of the MDP will be contained in the document, "Drainage Technical Report, Draft Environmental Impact Statement, Grand Ridge."

1. **Summary**: The general drainage concept for the Grand Ridge Planned Community involves collection and conveyance facilities; water quality facilities; infiltration facilities; detention facilities; and discharge facilities. The drainage plan maximizes infiltration of runoff in order to maintain ground water recharge. Provisions are included to protect ground water quality. Subbasins and key facilities are shown on Exhibit 1.

   Collection and conveyance will be by conventional methods of roof downspouts, curbside

inlets, pipes and ditches. The conveyance system will outlet either into infiltration facilities preceded by water quality facilities or combined detention/water quality facilities. Outfall from detention facilities will be to streams or wetlands after appropriate energy dissipation.

Three general types of infiltration systems are planned: Plat- or subbasin-scale facilities to provide flow control and ground water recharge, roof downspout infiltration facilities for flow control and ground water recharge, and baseflow maintenance systems to help maintain shallow ground water recharge to streams and wetlands. The plat- and subbasin-scale facilities will typically be open ponds, but where space constraints or topography dictate, infiltration tanks will also be allowed. These large facilities will have a high level of pretreatment provided to remove sediment and pollutants before the stormwater is infiltrated.

Roof downspout systems will include infiltration trenches, perforated stub-out connections and dispersion systems, as required in the KCSWDM, or other designs meeting the intent of these development standards. Typically, catch basins will be the only pretreatment required for roof runoff.

The baseflow maintenance systems will consist of shallow swales, ponds or trenches. Pretreatment to remove sediments and pollutants will be used.

Water quality facilities will consist of wetponds, wet vaults, infiltration ponds and biofiltration facilities. Wetponds will be combined with detention facilities as discussed below or placed ahead of infiltration facilities. Alternate stormwater treatment facilities that are capable of achieving comparable levels of treatment as determined by a functional equivalency analysis may also be considered where feasible and appropriate and agreed to by the parties. Any such alternate facilities that are recommended or required in future updates of the KCSWDM shall be considered by the parties, but shall not be required except by mutual agreement.

Detention facilities will be either open ponds or buried vaults. Each open pond may be combined with a water quality wetpond. The combined facility will comprise a permanent pool of water (wetpond) for water quality treatment with storage capacity above this for rate control. Water quality wet vaults will normally be used in conjunction with buried detention vaults. Biofiltration will be provided through either separate facilities (swale, filter strip) or combined with a wetpond.

Discharge of surface drainage following detention to the natural resource will be either dispersed or concentrated. Dispersed discharge facilities such as above-grade perforated pipes will control and diffuse discharge to wetlands. Concentrated discharge would occur at streambeds and would include dissipation of energy to nonerosive levels.

2. **Documents**: The MDP consists of the following documents:

- This document;
- The referenced Drainage Technical Report
- A Draft Stormwater Operations and Maintenance Manual for the urban areas, including:
  - BMP for fertilizer application
  - BMP for pesticide/herbicide application
  - Building material restrictions
  - Homeowner/public education program
- A Conceptual Monitoring Plan; and
- Any subsequent amendments to the above documents resulting from the project's SEPA process.

The project Drainage Technical Report, Stormwater Operations and Maintenance Manual and Conceptual Monitoring Plan have been prepared. The Manual will be updated during engineering plan preparation for each subbasin. The final monitoring plan will be developed as described in Section II.I. The scope and contents of the Operations and Maintenance Manual and Monitoring Plan documents will be as mutually agreed to by the parties to this agreement.

II. PROJECT STORMWATER DESIGN STANDARDS

This section sets forth design standards for the project for conveyance, water quality treatment, detention, infiltration, discharge methods and locations, and temporary erosion and sedimentation control. Refer to Abbreviations and Definitions at the end of this document for definition of KCSWDM and its effective dates.

A. Conveyance

1. Collection:

All open and closed stormwater conveyance systems shall be designed in accordance with KCSWDM "Core Requirement #4: Conveyance System", and "Chapter 4 Hydraulic Analysis and Design", except that galvanized pipe shall not be allowed.

Seepage barriers or sections of impervious backfill should be placed in utility trenches at intervals not to exceed 200 feet in order to prevent dewatering by the utility trenches.

Hazardous material spill containment shall be as specified under Water Quality Treatment

2. Outfalls:

All outfalls shall be designed in accordance with KCSWDM "Core Requirement #4: Conveyance System", and "Chapter 4 Hydraulic Analysis and Design". Tightlines shall be designed for the 100-year peak flow with a 30 percent safety factor. Appropriate energy dissipation shall be provided for tightlines.

3. Infiltration Basin Emergency Overflows:

Overflow lines or overflow outfalls serving more than one basin shall be designed with basins operating at fifty percent design capacity. Determine overflow peak flow rates using either (1) HSPF 1950-91 record run with a scaled 100-year 24-hour event included in the record or (2) SBUH Method with 100-year 24-hour storm per Chapter 3 of the KCSWDM. Multiple ponds should be linked in series when practicable, so that overflows are routed through downstream ponds before reaching the overflow line. Secondary overflow routes should be analyzed and designated during preparation of engineering plans.

B. Water Quality Treatment

Stormwater runoff shall be treated in accordance with the KCSWDM and specified project standards prior to discharge from the Grand Ridge site. Due to the nature of onsite soils,

two types of stormwater controls are proposed: onsite infiltration with discharge to the underlying ground water system and onsite detention with release to existing surface water drainage systems at a suitably stabilized release point with adequate energy dissipation. Infiltration systems will be installed in areas where permeable outwash soils exist (i.e., thus allowing stormwater to recharge ground water and maintain baseflows. In other areas, where native soils consist of low permeability till material, project runoff will be detained and released at a controlled rate to nearby surface water systems; or conveyed to areas of more permeable soils for infiltration. Pretreatment requirements for these systems are specified in Subsections II.B.1 and 11.B.2 below. Pretreatment of discharges to baseflow maintenance facilities are set forth in II.B.3 below. Baseflow maintenance facilities are described in Section II.C.3.

1. **Pretreatment for Infiltration Systems.** Pretreatment prior to infiltration shall consist of wet ponds, and biofiltration facilities or other comparable treatment facilities. Alternate stormwater treatment facilities that are capable of achieving comparable levels of treatment as determined by a functional equivalency analysis may also be considered where feasible and appropriate and agreed to by the parties. Several options are proposed to comply with the biofiltration requirement. Specific site conditions and constraints will dictate the chosen biofiltration system. Biofiltration capacity may be provided internally as part of the wet pond or provided separately using swales and/or filter strips. Enhancement of biofiltration within the wet pond will be accomplished by grading the pond to allow construction of shallow aquatic benches and broad upland areas that maintain flow-though type conditions that maximize contact between stormwater and the soil and vegetation in the pond. It may be possible to substitute soil treatment for all or part of the biofiltration component of the pretreatment system in subbasin areas which contain silty outwash soils, provided water quality is not impacted. Additional studies will be conducted to determine feasibility of soil pretreatment. Study results will be contained in the Drainage Technical Report. The parties to this agreement shall mutually agree on biofiltration requirements for infiltration facilities constructed in silty outwash soils. To prevent contaminants from reaching the underlying ground water system, an emergency shutoff will be installed on the outlet of the wet pond to allow runoff to be bypassed around the infiltration facility in the event of a spill. The bypass will connect to the infiltration facility's emergency overflow system which discharges to nearby surface waters.

Design criteria for these facilities are as follows:

a. Wet Ponds:

Sizing:	V_b:V_r=3.0; (Ratio of dead storage volume in pond (V_b) to volume of runoff from the mean annual storm (V_r)); size using rational method with Mean Annual Storm = 0.52 inches.
Runoff coefficient:	0.9 for impervious areas, 0.25 for all developed pervious areas; 0.1 for forest areas.
Design:	Minimum of 2 cells; each containing no less than 20 percent of the total dead storage volume required.
Outlet:	■ Designed to trap floatables ■ Emergency shutoff at outlet for containment in event of spill
Pond liner:	Consisting of geomembrane or properly graded and compacted soil. Specific liner design criteria for each wet pond shall be reviewed by the project geotechnical engineer. Soil liner criteria are as follows: Composition: The soils shall be thoroughly mixed to produce a homogeneous mixture or admixture with a gradation approved by the project geotechnical engineer to attain the performance criteria listed below. Thickness: The liner must have a compacted minimum thickness of 1 foot. Compaction: The soil liner material shall be placed in lifts not exceeding 4 inches loose thickness at a moisture content appropriate to achieve a minimum of 90 to 95 percent of the maximum dry density per ASTM 1557, Method D. Lab verification: Borrow areas for each soil liner material must be approved by the project geotechnical engineer. For each borrow area, the project geotechnical engineer shall perform a minimum of three laboratory tests to confirm that this material will result in an average permeability not to exceed 1×10^{-6} cm/s. Constructed Liner Verification: For each constructed liner, the geotechnical engineer shall perform a minimum of three

permeability tests to verify an average permeability not to exceed 1 x 10^{-6} cm/s. These tests will be performed by obtaining core samples of the constructed liner for laboratory tests, or by utilizing equipment specifically designed to perform in-situ permeability tests (Guelf Permeameter, for instance).

Other: Other design details in accordance with Section 4.6.2 of KCSWDM (except that a gate valve rather than a shear gate to be used in control manhole). The gate valve can be as small as 4 inches.

b. Biofiltration Within Wetponds:

Flow through upland areas:	Length:	75 feet
	Width perpendicular to flow path:	10 feet
Shallow marsh areas and aquatic benches	Area:	30 percent of total surface area required for dead storage
	Depth:	0-2 feet

c. External Biofiltration: Designed in accordance with KCSWDM Section 4.6.4, except:

- Biofiltration swales with a design depth of 8 inches not allowed with wetland vegetation
- No rock check dams in swales with <4 percent slope

Biofiltration facilities are to be lined as described for wet ponds.

2. **Water Quality Treatment for Surface Water Detention Systems.** Because much of the site is tributary to Lake Sammamish, water quality treatment facilities in urban areas and plat road runoff in rural areas shall be designed to achieve 50 percent removal of total phosphorus prior to discharge. 65 percent of the site has been set aside as passive open space to minimize the impacts on water quality. In addition, spill containment features similar to those described for infiltration pretreatment facilities shall be incorporated into the surface water discharge systems.

Stormwater treatment facilities shall consist of a wet pond/detention pond with biofiltration (provided internally or separate from the wet pond), combined with a

dispersion/infiltration system at the outlet to adjacent surface waters. Wet ponds and biofiltration shall be designed as described previously for the infiltration pretreatment systems. Wetponds with biofiltration provided internally will be designed to maximize contact between stormwater, soil, and vegetation by grading the pond to form broad upland areas between pond cells, shallow marsh areas, and aquatic benches.

Innovative stormwater treatment designs are encouraged to enable designers to incorporate new treatment technologies that may emerge over the lifetime of the project, as well as to provide flexibility in addressing site-specific conditions. Alternative stormwater treatment facilities shall provide a level of treatment comparable to the wet pond/detention pond and biofiltration facilities described above.

In areas where construction of dispersion/infiltration systems at the point of release from the stormwater treatment facility to adjacent surface waters may not be feasible due to site constraint, other treatment facilities such as filter strips, sand filters and/or roadside biofiltration swales or comparable facilities may be used in combination with the wet pond/detention pond to achieve 50 percent removal of total phosphorus.

As an alternative, a single large wet pond or combined R/D wetpond with a V_b/V_r of 4.5 may be used in place of multiple treatment facilities to achieve the desired 50 percent TP removal.

Where water quality vaults are used, a separate biofiltration device (swale or filter strip) or sand filters shall be required to achieve 50 percent removal of total phosphorus.

3. **Pretreatment for Baseflow Maintenance Facilities.** Road runoff discharged to small-scale infiltration swales, trenches, or ponds (as described in Section II.C.3) shall be treated in a wet pond and/or biofiltration facility (swale or filter strip) prior to infiltration. Runoff from roofs shall be pretreated in a catch basin.

4. **Hazardous Material Spill Containment Provisions**. Containment, control, and cleanup of hazardous material spills that may occur onsite will be managed through a spill containment program designed specifically for the Grand Ridge Planned Community. Specific elements to be included in the spill containment program will be linked closely with the onsite stormwater conveyance/treatment system. The primary containment strategy for onsite spills will be to contain accidental releases of hazardous materials before or immediately after they enter the onsite surface water drainage system. This may be accomplished by using the following:

- Emergency access provisions at strategic manholes/catchbasins to allow storm drain shutoff by slide or shear gates that can be manually activated to close off the spill flow path.

- Provisions for the installation of inflatable plugs at strategic locations in drainage conveyance pipelines. Strategic locations in conveyance systems for emergency plugs should be based on a design spill volume, spill travel time in the conveyance system and practical response time by emergency personnel.

- Spill containment devices such as flexible drain/catchbasin covers to block the passage of spilled materials into the onsite drainage system.

- Spill response kits located onsite (at a centralized location) that are designed for rapid response cleanup of hazardous releases.

- Spill response standard operating procedures (SOP) will be designed in coordination with the lead emergency organization. It will be specifically designed for the site and contain telephone numbers of appropriate agency/department contacts in case a spill should occur (e.g., Ecology, Issaquah Fire Department Hazmat Team, Issaquah Public Works). The SOP will be furnished to the responsible lead emergency organization.

The secondary containment strategy will utilize stormwater controls (i.e., wet ponds) to be constructed as part of the project drainage system for controlling onsite spills. Water quality treatment ponds constructed upstream of the stormwater retention/detention and infiltration facilities will be designed to retain and prevent oil, gasoline, and other petroleum products from escaping the property. Outlet structures on the ponds will be configured to trap and retain floatable materials, thus allowing cleanup and preventing contamination of surface or ground waters associated with the site. Emergency bypass facilities will be provided as discussed in II.B.1.

5. **Additional Mitigation**. In addition to structural stormwater controls, homeowners will be encouraged to implement best management practices (BMPs) to reduce the amount of pollutants discharged to stormwater and ground water associated with the Grand Ridge project. A public education program, as described in Section III.A.5 will be implemented to advise homeowners of appropriate BMPs. Development of BMPs for residential use of pesticides and fertilizers, as well as other covenants and restrictions on building materials that will be applied to the project are described in Sections III.A.2 and III.A.3,

respectively.

One or a combination of the following BMPs will be implemented as part of this agreement to further reduce the cumulative stormwater loading of phosphorous to Lake Sammamish:

- Harvesting of plants and/or algae from wetponds of the site (i.e., those draining to surface waters).
- Installation of a stormwater treatment vault that uses a given (to be selected) filtration media.
- Retrofitting or implementation of a stormwater treatment system for an existing development (e.g., Glacier Ridge).

The goal of this additional BMP program will be to reduce the cumulative phosphorous input to Lake Sammamish to the maximum extent possible. These BMPs will be developed and implemented as mutually agreed to by the parties to this agreement.

C. Infiltration System Design

1. **Design Infiltration Rates**. Determine rates in accordance with Section 4.5.2 of the KCSWDM unless otherwise agreed. Site grading shall be designed with the objective of maintaining the infiltration capacity of the existing on-site soils.
Infiltration design values given for individual subbasins in Section IV are preliminary values. Final values to be determined at or before the time of preliminary plat design.

2. **Infiltration Ponds and Tanks**. Design to infiltrate all of the 100-year event and in accordance with Sections 4.5.2, 4.5.3, and 4.5.4 of the KCSWDM, except that the method of design may be by HSPF simulation using the 1950-1991 record run with a scaled 100-year 24-hour rainfall event included in the record. The design of infiltration ponds and tanks shall include an appropriate mounding analysis. In addition, reserve tracts equal in area to 50% of the proposed infiltration facility shall be set aside in the "W" subbasins only until performance of the infiltration facility is determined to be as designed through performance monitoring. Reserve tract areas are not required in subbasins where

overflow is routed into the "W" subbasin infiltration facilities. If infiltration overflow cannot be accommodated within its own subbasins, and alternative subbasins such as the "W" subbasins are not available or feasible, then reserve tracts equal to the proposed facility shall be set aside. Any reserve tracts shall be set aside until performance of the infiltration facility is determined to be as designed through performance monitoring.

3. **Baseflow Maintenance Infiltration Systems**. Design options and requirements include:

   a. Roof Downspout Infiltration Systems, Dispersion and Perforated Stub-Outs. Design in accordance with Section 4.5 of the KCSWDM. In addition to this, commercial buildings located on outwash soils should infiltrate roof runoff through ponds or tanks located on the individual lot or elsewhere within the project.

   b. Infiltration Swales, Ponds, or Trenches: These facilities are small-scale infiltration facilities located in areas where soils are suitable. Such facilities shall be designed to allow maintenance/cleanout with standard equipment. They may be located in either outwash or weathered till, but preferably outwash. Storage depth shall be two feet in depth and an overflow shall be provided into the subbasin's conveyance system. Trenches may be located within road rights-of-way or within easements, depending on design conditions. The infiltration facility shall provide an infiltration surface area of 250 square feet (500 cubic feet of storage volume) per developed acre. Further study will be done to determine if this value may be reduced by the use of perforated stubouts and roof downspout infiltration provided elsewhere in the subbasin. The results of the further study will be contained in the Drainage Technical Report. The parties to this agreement shall mutually agree on any reduction to the baseflow maintenance requirements.

   c. Small Infiltration Basins (Alternative System). Design in accordance with Section 4.5.5 of the KCSWDM.

   d. Modular Grid Pavement (Alternative System). Design in accordance with Section 4.5.5 of the KCSWDM.

D. On-Site Retention/Detention

On-site retention/detention for all North Fork and East Fork tributaries shall conform to Basin Wide Recommendation BW 2: Establishment of Erosion Protection Standard for On-Site

Retention/Detention Facilities in Especially Sensitive Basins of the Issaquah Creek Basin and Non-Point Action Plan. Key requirements are set forth below:

On-site R/D facilities shall be designed to reduce post-development flow durations to their pre-developed levels for all flows greater than 50 percent of the 2-year event and less than the 50-year event. Additionally, the 100-year post-development hourly peak flow should be reduced to the pre-development level. Either of two analysis techniques may be used:

(1) A calibrated continuous flow simulation model, such as HSPF, may be used for this analysis. The calculated storage volume shall be increased by a safety factor of at least 10 percent.

(2) If a continuous model cannot be used, the method of the KCSWDM may be used with the 24-hour design event with the following release requirements.

Post-Development Storm Event	Pre-Development Flow Release Target
2-year	one-half of the 2-year
10-year	2-year
100-year	10-year

The calculated storage volume should be increased by a safety factor of 30 percent.

It should be noted that the erosion protection standard for on-site retention and detention facilities to prevent aggravation of problems or initiation of new problems does not necessarily mitigate all probable and significant environmental impacts to aquatic biota. Fishery resources and other living components of aquatic systems are affected by a complex set of factors. While employing a specific flow control standard may prevent an increase in stream channel erosion or instability, other factors influencing fish and other biotic resources are not directly addressed by this standard.

For example, site specific and cumulative stormwater discharge can increase stream velocities to the detriment of instream biota. Stream velocities at or above critical levels for salmonid spawning, summer-rearing and winter-rearing can displace fish downstream or increase the energy expenditures of fish. Increasing the duration of flows above these critical velocities can increase the severity of the problem. To mitigate the impacts of increased discharge duration at or above critical velocities, large woody debris will be

placed in stream channels to provide refugia habitat.

E. Discharge Methods and Locations

1. Stream Channel Discharges

a. Discharge to Streambed. Stream discharge facility design shall provide for the following:

- Energy dissipation to release discharges at non-erosive velocities.
- Minimal disturbance to the stream channel, banks, and fish habitat.
- Passage of fish shall not be hindered.
- Enhanced Black Nugget Creek fish habitat by placement of woody debris.
- Natural sediment transport shall not be interrupted

b. Dispersed Discharge to Stream. The design of flow dispersal facilities shall provide the following:

- Energy dissipation to release discharges at non-erosive velocities.
- Minimal disturbance at outfall locations.
- Even dispersal of flow and avoidance of point discharges or concentration of flows.

2. **Wetland Flow Augmentation Discharges.** Wetlands flow augmentation will be by either surface water discharge or upslope infiltration. For wetlands greater than one acre, augmentation designs shall have the objective of maintaining flow rates and volumes to the maximum extent feasible. Loss of tributary areas to smaller wetlands will be compensated by directing roof drainage from neighboring structures to these wetlands. Discharge shall be in a dispersed, diffused manner. Discharge systems shall conform to

the applicable requirements of the KCSWDM. These discharges will be further addressed in the DEIS and their designs detailed during preparation of engineering plans.

3. **Emergency Overflow Bypass Discharges.** Provide energy dissipator structures prior to discharge at appropriate stream locations.

F. **Temporary Erosion and Sedimentation Control - Quarry Area Operations**

1. **Western 80 Acres**. The current quarry operations shall be continued in accordance with current permits and development standards and regulations or as otherwise modified pursuant to Appendix C of the Grand Ridge Joint Agreement.

2. **Eastern 80 Acres**. The eastern 80 acres may be excavated and graded pursuant to a grading permit to achieve the final elevations and designs for the Project. Materials may be disposed of through the quarry operator on the western portion of the Quarry Area. The clearing activity shall comply with all conditions of the applicable grading permit.

G. **Temporary Erosion and Sedimentation Control - Project Construction**

1. **Introduction**. Temporary erosion and sedimentation controls for the Grand Ridge project will be designed to minimize the amount of sediment discharged offsite during construction. Because most of the areas to be developed are located in the Lake Sammamish drainage basin, control of sediment and other sediment-related pollutants, particularly phosphorus will be a primary concern.

The Grand Ridge temporary erosion and sedimentation control plan (TESCP) shall comply with the requirements of Core Requirement #5 and Chapter 5 of the KCSWDM. In addition, conditions of the Department of Ecology's NPDES general permit for stormwater discharges associated with construction activities shall be met. Permit requirements include preparation of a stormwater pollution prevention plan (SWPPP) that describes the best management practices to be implemented during construction to minimize stormwater pollution by controlling soil erosion and pollutants other than sediment (e.g., fuel and oil associated with construction vehicles).

The SWPPP shall contain the following requirements relative to protection of the quality of surface and ground waters.

- Spill Response Plan. A spill response plan shall be developed and spill containment equipment maintained to respond to all spills or incidents that could

possibly contaminate the aquifer or surface water.

- Soil Removal. Any soils affected by hazardous materials used during construction (e.g., diesel fuel, adhesives, etc.) shall be removed and legally disposed of and/or treated off-site.

- Fueling Pads. All machinery used during construction shall be fueled off-site or at a designated fueling pad. Any on-site fueling area shall be constructed with proper containment and safety features.

The plan will focus on using accepted construction management practices such as construction scheduling and phasing to minimize the amount of disturbed soils exposed to weathering processes as well as soil stabilization practices (e.g., covering exposed soil with mulch) to reduce erosion potential. Structural controls will also be employed to contain eroded soils onsite. Because of the sensitive nature of offsite receiving waters, additional erosion and sediment controls will be implemented. Additional controls include utilizing onsite retention/infiltration systems in areas of the site where soil conditions are suitable (i.e., outwash soils), construction of dispersion systems on sedimentation pond outlets, use of natural buffers to disperse runoff, and rigorous inspection and maintenance of structural controls.

2. **Temporary Erosion Controls**. The key elements of the Grand Ridge erosion control program will involve seasonal clearing and grading limits, construction phasing, and strict adherence to soil stabilization and revegetation requirements.

   a. Construction Scheduling and Phasing. Clearing and grading of areas larger than one acre shall normally be restricted to the dry season (April 1 through September 30), with the exception of Subbasins W1, W2 and W3. However, depending on weather conditions, and subject to approval by the reviewing body, clearing and grading activities may be extended through October. During October operations the contractor shall be required to have all necessary erosion and sediment control materials stockpiled onsite for immediate use. In addition, construction activities shall be closely coordinated to minimize the amount of soil exposed at one time.

   b. Soil Stabilization. Minimizing the amount and duration of soil exposure is key to controlling erosion. Exposed soils will be stabilized following the guidelines described in the KCSWDM. During the wet season (October 1 through March

31), all disturbed soil that will be left unworked for greater than 48 hours shall be covered. During the dry season (April 1 through September 30), disturbed soil that will be left unworked for longer than 5 days, or over a weekend, shall be covered unless otherwise allowed by the reviewing body. An organic mulch such as straw or wood chips shall be the primary method of cover. Biodegradable netting shall be deployed to secure the mulch in areas where the slope exceeds 3:1. Plastic covering shall only be used on material stockpiles, or where other methods of erosion control are not effective.

3. **Temporary Sediment Controls**: Sediment control structures such as filter fences, sediment ponds and traps, stabilized construction entrances, pipe slope drains, subsurface drains, level spreaders, interceptor dikes/berms, and check dams will be incorporated into the TESC plan. Where feasible, additional structural controls may be installed to provide greater removal of sediment and associated pollutants. Additional controls proposed for the Grand Ridge site focus on use of onsite retention systems to take advantage of the permeable soil that exists throughout large portions of the site and the large amount of forested areas and native buffers that will remain intact. All sediment controls shall be designed in accordance with the KCSWDM.

a. Sedimentation Ponds. Sedimentation ponds shall be constructed where glacial till-type soils exist, which are not suitable for onsite infiltration. Ponds will be designed in accordance with the KCSWDM. Design criteria include:

- Contributing drainage area greater than 3 acres.
- Design storm: 10-year, 24-hour event. Sediment ponds serving disturbed areas greater than 3 acres in size that will remain open without permanent improvements from October 1 through March 31 shall be designed to provide peak runoff rate controls in addition to sediment storage and sedimentation as described in KCSWDM Core Requirement #5.
- Ponds shall be designed to effectively remove silt (0.02 mm diameter) and larger size particles (settling velocity of 0.00096 ft/sec). A safety factor of 2 shall be applied to the pond sizing equation.
- Outlet structure shall be equipped with a downturned tee to trap oil

and other floatables.

- Pond shall be equipped with an emergency overflow capable of safely passing the peak discharge from the 100-year, 24-hour storm.

Depending on site location, the outlets from the ponds shall be routed to one of the following structures:

- Land spreader system
- Dispersion trench

Spreader systems will be used to disperse treated runoff in areas where adjacent forest land or native buffers within the property boundaries will be left undisturbed. For example, spreaders could consist of perforated pipe installed along the edge of the vegetated buffer. The pipe would be anchored on the surface of a gravel-filled trench. Perforations would be directed downward into the trench to distribute flow and prevent erosion of adjacent forest soil. In addition, a header system would be installed to evenly distribute flow along the trench. Comparable alternative system designs achieving these functions and objectives will be considered. Design criteria for the spreader system are summarized below:

- Contributing drainage area less than 5 acres.
- Restrict to areas where adjacent topography is mild (i.e., maximum slope = 20 percent).

In locations where there are no suitable undisturbed vegetated buffers nearby, outlets from the sedimentation ponds shall be routed through dispersion trenches prior to discharging offsite. Dispersion trenches shall be constructed in the base of the outlet channel immediately downstream of the pond. Dispersion trenches, consisting of perforated pipe buried within a gravel-filled trench, shall be designed to promote infiltration and provide additional filtering of runoff prior to discharge offsite. Design criteria for dispersion trenches are summarized below:

- Contributing drainage area less than 5 acres.

b. Infiltration Ponds. Onsite infiltration is the preferred method for controlling stormwater runoff from the Grand Ridge site during construction. Frequent maintenance of the ponds shall be performed during construction to maintain adequate infiltration rates.

Design criteria for infiltration facilities are summarized below:

- Pretreatment: Required, consisting of a lined (Subsection 11.B.1) settling pond for removal of sediment and particulate-bound pollutants and providing oil spill containment. Design criteria shall be the same as for sedimentation ponds II.G.3.a).
- Siting: Based on soils investigations during preliminary plat application.

- Minimum soil permeability: 1.0 inch/hr
- Design storm: 10-year, 24-hour event.
- Depth to seasonal high water table: at least 3 feet below bottom of pond.
- Design infiltration rate: 0.5 of the soil infiltration rate.
- The soil infiltration rate will be established based on field sampling and testing.
- Ponds will be equipped with an emergency overflow to safely convey stormwater runoff from rainfall greater than the design storm in a non-erosive manner to offsite receiving waters.
- Provisions will be made to enable the pond to be emptied for maintenance purposes.
- A staff gauge will be installed to monitor water levels in the pond.
- If a temporary infiltration pond is located in the same location as the permanent pond, at least two feet of soil will be maintained between the pond sides and bottom and final grade.

4. **Temporary Facilities Inspection and Maintenance**. A member of the construction management team will be assigned as erosion and sediment control supervisor for the project. The supervisor will be responsible for overseeing the installation and maintenance of all erosion controls. Erosion control efforts, including vegetation, will be maintained from the initial site preparation and road/utility construction through final build-out when construction of individual structures is completed. Detailed inspection and maintenance procedures shall be determined during design of road, storm and utility

construction plan or subdivision review.

Existing King County and/or City of Issaquah standards for Temporary Erosion & Sediment Control (TESC) shall be followed unless otherwise agreed.

a. TESC Inspection: The reviewing body will conduct inspections throughout the infrastructure construction/performance phases to ensure temporary facilities are installed and functioning as expected. In addition to inspection fees assessed under current permit fees, contractors shall provide, at their expense and as may be required by the City of Issaquah, a special erosion and sedimentation control site inspector during periods of construction involving sensitive portions of the site.

b. TESC Maintenance: Maintenance of temporary facilities during the construction/performance phases is the responsibility of the site contractor and project developer.

H. Coal Mine Hazard Areas

A geotechnical evaluation of past mining activity on the site has been accomplished. This evaluation delineates the character and extent of potential coal mine hazard areas. Generalized engineering recommendations are provided in the coal mine hazard evaluation for drainage facilities which are to be located in or near coal mine hazard areas. It is preferable to keep drainage facilities outside coal mine hazard areas. However, with proper design and construction practices, drainage facilities may be located in areas where the hazard is regional subsidence. Drainage facilities must not be located in areas where there is risk of sinkhole development.

I. Surface and Ground Water Quantity and Quality Monitoring

1. **Monitoring Plan:** A monitoring plan shall be developed collaboratively between the City of Issaquah, the Sammamish Plateau Water and Sewer District, King County, and the Grand Ridge and Glacier Ridge Limited Partnerships. The monitoring plan includes the following monitoring phases:

- Baseline monitoring
- Construction monitoring
- Operations monitoring

The monitoring plan should include the following types of monitoring:

Facility Monitoring

- Infiltration ponds - stage gaging to assess performance
- R/D ponds - stage gaging to assess performance
- Water quality facility performance monitoring
- Rainfall gaging

Resource Monitoring

- Ground water quality and quantity - shallow and deep monitoring wells
- Stream transects or other monitoring methods agreed to by the parties to assess erosion - Black Nugget, Pole, KGB, Boomerang and Samdog Creeks
- Streamflow gaging - Black Nugget and Pole Creeks plus continued review of SWM East Fork and North Fork gages
- Stream water quality sampling - Black Nugget and Pole Creeks and one East Fork tributary
- Wetland water level fluctuation in Issaquah Creek Wetland #7 near to Pole Creek input - collection of the data should begin as soon as possible in order to assess post-construction impacts.
- Fisheries monitoring - Black Nugget Creek

The plan shall be based in part on the "King County Master Drainage Planning for Large or Complex Site Development Appendix: Guidelines for Monitoring and Studies", and will identify the number, location and completion depths for monitoring wells, target analytical compounds, QA/QC requirements and monitoring period and schedule. The monitoring plan shall be based in part on the Issaquah Creek Valley Ground Water Management Plan Data Collection and Analysis and Quality Assurance Project Plan. The final plan will be developed as part of the first subdivision, site plan or plat review and finalized prior to first final plat approval.

2. **Supplemental Baseline Monitoring:** The following baseline monitoring shall occur through the adoption of the monitoring plan:

* Wetland water level fluctuation in Issaquah Creek Wetland #7 near Pole Creek discharge.

  Number of stations: One station with staff and crest gage. Location of gages should be in the permanent pool area of the wetland.
  Frequency: Monthly.

* Site ground water levels.

  Number of stations: Two deep wells in western subbasins.
  Frequency: Monthly.

3. Monitoring Responsibility: The applicant shall be responsible for the cost of developing and implementing the monitoring program. The applicant may enter into an agreement with King County and/or other agencies to implement the monitoring program.

4. Monitoring Data Sharing: Monitoring data will be made available to the jurisdictions.

5. Transfer of Ownership of Stormwater Facilities: Ownership of stormwater facilities within any subbasin of the project shall be transferred to the City of Issaquah after the facilities have been in operation for two years following 75% build-out of the structures planned for that subbasin, if operations monitoring determines that they are performing as designed.

III. GROUND WATER PROTECTION DESIGN STANDARDS

This section summarizes the management approach and design requirements for protection of ground water quality and quantity. The goals for ground water management are:

- Comply with Anti-Degradation Policy (WAC-173-200-030) to maintain present quality of ground water.
- Prevent loss of recharge to meet present and future water demands; and
- Prevent contamination of ground water from urban activities.

The following policies and regulations will be used as goals to guide the development of the project:

- Water Quality Standards for Ground Water of the State of Washington, Chapter 173-200 WAC;
- King County/City of Issaquah Critical Aquifer Recharge Area Designation;
- City of Issaquah/Sammamish Plateau Water and Sewer District Wellhead Protection Areas, as proposed for the City of Issaquah Comprehensive Plan;
- City of Issaquah Land Use Code, Section 4: Table of Permitted Land Uses; and
- Draft Issaquah Creek Valley Ground Water Management Plan, December 1994

A. Ground Water Quality

Analysis of potential ground water quality degradation associated with stormwater infiltration indicates that infiltration of stormwater is likely to cause some measurable changes in water quality, at levels that are near or below detection limits; that are below regulatory standards; and that are, with the exception of nitrate, below non-degradation standards (see Section III.A.1). Based on EPA risk assessment, urban development on Grand Ridge poses an equal or lesser risk to the quality of ground water used as a drinking water supply as compared to existing urban activities in the Lower Issaquah Valley.

The recommended management approach and design requirements below strive to further reduce the potential for contamination from infiltration and to monitor changes in water quality.

1. **Standards**. The ground water quality standards for the project shall be based on the state standards in effect at the time of monitoring activities. The current standards have been developed to comply with Washington Department of Ecology Ground Water Quality Implementation Guidance (May 1994) and WAC 173-200-030. If prior to the approval of the first final plat, state legislation or amendments to state legislation allow treated sewage or reused water, those standards shall apply. The current g(())round water quality standards for the project are given in the following table. Exceedance of (()) project standards will trigger further analyses and monitoring of ground water quality to determine the cause or source and appropriate corrective action. It shall be the developer(s)' responsibility to monitor ground water quality at the site and to insure that ground water quality standards are met for a period of time to be specified in the Monitoring Plan. After that time, monitoring for compliance will be the responsibility of

the City of Issaquah and/or King County. In the event that the facilities are out of compliance, the responsible agency will take such actions as it deems reasonable and necessary to ensure future compliance, including issuance of a stop order for any further construction of all or part of the project, if all other reasonable alternatives appear unable to ensure compliance with current state standards.

Recommended Ground Water Quality Standards (Enforcement Limits)
Grand Ridge Planned Community

	Constituent	Criterion (mg/L)[a]	Background (mg/L)[b]	PQL (mg/L)[c]	Project Standard/ Enforcement Limit (mg/L)[d]
Primary Metals	Arsenic	0.05	0.005	0.005	0.009
	Barium	1	NA	0.002	0.102
	Beryllium	0.004	0.001	0.001	0.001
	Cadmium	0.005	0.001	0.001	0.001
	Chromium	0.05	0.002	0.001	0.007
	Cyanide	0.2	NA	0.001	0.021
	Lead	0.05	0.005	0.005	0.009
	Mercury	0.002	0.001	0.001	0.001
	Nickel	0.1	0.002	0.002	0.012
	Selenium	0.05	0.005	0.005	0.009
	Silver	0.05	0.001	0.001	0.006
	Nitrate*	10	0.76	0.01	1.68

	Constituent	Criterion (mg/L)[a]	Background (mg/L)[b]	PQL (mg/L)[c]	Project Standard/ Enforcement Limit (mg/L)[d]
Secondary Metals	Copper*	1	0.002	0.001	0.10
	Iron	0.3	0.05	0.05	0.07
	Manganese	0.05	0.003	0.001	0.008
	Zinc*	5	0.032	0.004	0.55
	Chloride	250	4	1	29
	Sulfate	250	20	2.5	43
Organics	Benzene	0.001	0.0001	0.0001	0.0002
	Trichloro-ethylene	0.003	0.0001	0.0001	0.0004
	1,1,1 Trich-loroethylene	0.2	0.0002	0.0002	0.020
	PCE	0.0008	0.0002	0.0002	0.0003
	Endrin	0.0002	0.0001	0.0001	0.0001

a. Constituents selected from State and Federal Ground Water Quality Standards

b. Based on Lakeside Gravel Pit well (10/13/94), as noted with *, which are based on all sampling performed for the LIV Wellhead Protection Plan

c. PQL = Practical Quantitation Limit. (Note: PQLs are the minimum concentration that a compound can be reliably quantified within specified limits of precision and accuracy during routine laboratory operating conditions. The PQL is typically greater that the method detection limit.)

d. Enforcement Limit calculated as outlined by WDOE (1994)

Enforcement = (Criterion - Background)*10% + Background
OR
Enforcement = (Criterion - PQL)*10% + PQL

2. Landscape Management

a. Fertilizer and Pesticide/Herbicide Application. Best Management Practices (BMPs) for fertilizer and pesticide/herbicide applications shall be developed and contained in the project Operations and Maintenance Manual. The BMPs shall include recommendations on the quantity, timing, and type of fertilizers applied to lawns and gardens to protect ground water quality. The BMP will be included in homeowners' information packages/Covenants, Conditions and Restrictions (CC&Rs), landscape maintenance agreements, and will be utilized in City or County landscape maintenance operations.

3. Restricted Materials

a. Galvanized and Copper Materials. Use of galvanized and copper materials shall be restricted to reduce copper and zinc loads to the aquifer. Galvanized or copper gutters and flashings for houses and drainage culverts used on roads shall not be permitted. These restrictions shall be included in homeowners' information packages, CC&Rs, and landscape maintenance agreements, and shall be utilized in City and County maintenance specifications.

b. Roofing Materials. Use of moss killers or treated roofing materials shall be restricted. A BMP for moss control shall be developed. The BMP shall include recommendations on the method of moss control and, for suitable chemical agents, the quantity, timing, and type of moss control materials allowed. The BMP shall be included in homeowners' information packages/CC&Rs, landscape maintenance agreements, and contractors agreements.

4. Land-Use Restrictions

a. Hazardous Materials. The use and storage of hazardous materials shall be restricted on the Grand Ridge property. Activities including, but not limited to, on-site dry cleaning, gasoline stations, and industrial chemical storage facilities, and auto repair shops shall be prohibited. See Permitted Uses, Appendix B, Grand Ridge Joint Agreement.

b. Agriculture. Limited agriculture, landscaping/nursery, and keeping of livestock will be allowed in compliance with King County regulations. Keeping of

livestock shall comply with the County's livestock ordinance No. 11168.

c. Monitoring Well Easements. Permanent easements will be provided to the City of Issaquah and King County for all monitoring wells.

d. Equipment Fueling. To minimize the possibility of ground water contamination during on site construction, fueling of equipment shall be only at the specifically designed and constructed fueling pads.

5. Education

a. Residents and Tenants. An important component of ground water protection in the Grand Ridge project is public education. As part of its marketing plan the project will strive to educate potential residents and tenants on the importance of protecting the ground water quality and quantity in the LIV. The project proponent shall prepare a poster which outlines the basic hydrogeology, ground water protection standards and goals for Grand Ridge. In addition, the project will include as part of its new home buyers' and leasing packages a handbook and video detailing the special nature and environmental features of Grand Ridge, including ground water protection. The handbook, video and poster will be available in the project sales office. The poster will be displayed in the project sales office.

b. Lease Clauses. All lease agreements will disclose that the property is located above a regional ground water recharge area supplying drinking water to the community.

c. Signage. At the main construction entrance and at other major construction areas, signs will be posted outlining general construction practices within the site, including contractors' obligations under the law, appropriate fines, emergency spill and waste help line phone numbers. (())

6. Management of Wastes

a. Contractors Guide. The proponent shall, in consultation with a task force to include the King County Local Hazardous Waste Management Program (LHWMP), the King County Construction, Demolition and Landclearing Debris Program and the State Department of Ecology, develop a guide for management

of materials that may be used by contractors and subcontractors on the project and that could pollute surface and ground waters, which must be approved by the City of Issaquah. The guide shall include best management practices for the use, cleanup and disposal of materials and shall be distributed to all contractors and subcontractors prior to their being issued construction permits. As a condition of permit issuance, the City shall require contractors and subcontractors to agree in writing to abide by the guide, or to propose alternative practices they may judge to provide equivalent or better protection of water resources. Any such alternatives must be approved by the City and the LHWMP, which action shall not be unreasonably delayed. The LHWMP and other appropriate regulatory agencies shall visit the construction site periodically to monitor compliance with the guide and approved alternative practices and to provide technical assistance and education to assist in their implementation. The guide shall describe whether there shall be reimbursement to the LHWMP or other agencies for expenses if the needs and conditions of the contractor's site require unusually high levels of such monitoring and technical assistance.

b. Hazardous Waste Collection. The proponent will secure regular and frequent hazardous waste collection during the construction of the project, in a manner to be described in the Contractors Guide.

B. Ground Water Quantity

It is recognized that the hydrogeologic setting of the Grand Ridge area and its relationship to aquifers used by the City of Issaquah and SPWSD is complex. Current design features for the project call for complete infiltration of peak design flows entering infiltration facilities. Modeling for the site indicates that mean annual flow volumes to infiltration facilities are equal to the existing recharge volume. It is expected that the design of infiltration facilities will adequately maintain present levels of ground water recharge. However, site specific conditions may necessitate changes in the sizing or geometry of infiltration facilities to prevent excessive mounding of ground water beneath the infiltration facility or to prevent excessive lateral seepage that would not fully infiltrate to the deep aquifer. These issues will be addressed in more detail as part of the DEIS. Reserve tracts equal in area to 50% of the proposed infiltration facility shall be set aside in the "W" subbasins only. The specific purpose of these reserve tracts is to ensure land is available for infiltration and if needed, provide replacement infiltration facilities. See Section II.C.2., Infiltration Ponds and Tanks, for further detail.

Present conceptual designs indicate that runoff from approximately 80 percent of the total land area will be totally infiltrated, with the remaining 20 percent partially infiltrated. It is anticipated that development will increase the amount of water available for recharge because of lost vegetative cover and reduced evapotranspiration. Thus, development has the potential to increase infiltration to the aquifer.

In order to achieve the project goal of no net loss of recharge to the regional aquifer, the following design goals have been established:

- Maximize the infiltration of stormwater throughout the development as set forth in Section II.C.

- Encourage "xeriscape" landscaping to minimize potable water use

IV. SUBBASIN REQUIREMENTS

Specific design criteria for each subbasin are set forth in the tables to follow. The specific subbasin requirements are intended to be sufficiently detailed to allow engineering plans to be prepared for stormwater facility construction. However, the developer(s) must work closely with the City of Issaquah and King County to ensure that the Standards and requirements presented herein are properly implemented. Final infiltration rate design values for proposed stormwater infiltration facility sites will be determined by field investigations during plat design. The subbasin requirements are organized as indicated below:

Table 1	Westerly Subbasins, Urban Development Areas 3 and 4
Table 2	Easterly Subbasins, Urban Development Areas 1 and 2
Table 3	Rural Development Area Subbasins

Estimated land uses for each subbasin are presented in the tables. The amount of impervious area may be modified as follows:

- Subbasins W1, W2 and W3 and N10 and E1 Transfer to W3 (High Infiltration Areas)
  - Current Plan: 169.2 acres total impervious area for the five subbasins. Impervious areas may be distributed between subbasins differently than given in Table 1 so long as the total does not exceed 169.2 acres.

- Alternative Plan: Increases in impervious area above the current plan shall be allowed contingent on the ability to meet infiltration quantity and quality standards.

- Subbasins W4 and N9, (Moderate Infiltration Areas)
  - Current Plan: 136.2 acres total impervious area for the two subbasins. Impervious areas may be distributed between subbasins differently than given in Table 2 so long as the total does not exceed 136.2 acres.
  - Alternative Plan: Increases in impervious area above the current plan shall be allowed contingent on the ability to meet infiltration quantity and quality standards and to prevent further increases in water level fluctuation change for North Fork Wetland 7.

- Subbasins N1, N2, N3, N5, and N6 (Variable Infiltration Areas)
  - Current Plan: Impervious areas given in Table 2 may not be increased.
  - Alternative Plan: Not applicable.

- Subbasins N4, N7 and N8 (Low Infiltration Areas)
  - Current Plan: Impervious areas given in Table 2 may not be increased.
  - Alternative Plan: Not applicable.

- Subbasins N11, N12, E2, E3, E4 and E5 (Rural Areas)
  - Current Plan: No increase in impervious areas or decreases in unconverted areas presented in Table 3 will be allowed.

V. GROUND WATER MANAGEMENT STUDIES

Future development within the Lower Issaquah Valley (LIV) Aquifer will increase the demand upon ground water. In order to provide a high standard of quality and reliability, further studies may be undertaken. The studies may include but not limited to aquifer sustainability, data collection and management and an inter-jurisdictional management plan for the LIV. The studies will examine ways to ensure and improve the operational efficiency and reliability of the ground water supply in the LIV. In addition, the studies will develop a long-term strategy or plan to maximize the ground water supply as well as examine the impacts of future development and potential mitigation.

The ground water studies may be undertaken as a joint effort by the City of Issaquah and King County. Permitting agencies will make every effort to assess future development within the LIV

its fair share of the cost of these studies.

Should such studies be authorized, the project (Grand Ridge) shall pay $34,000.00, which will constitute its full fair share payment. To the degree that baseline data, monitoring information or facilities have been or will be installed or gathered in association with the development of Grand Ridge, a credit of up to 30% ($10,200.00) of the Grand Ridge payment will be applied, provided the information is applicable to the above mentioned studies. Payment: The $34,000.00 payment less any credit shall be due upon the first Consultant billing after notice to proceed has been authorized by the City of Issaquah and shall be payable to the City of Issaquah.

VI. ATTACHED EXHIBITS

1 Drainage Plan, Grand Ridge Planned Community
2 Westerly Subbasin Plan
3 Easterly Subbasin Plan
4 Rural Subbasin Plans

TABLE 1
DESIGN REQUIREMENTS
WESTERLY SUBBASINS, URBAN DEVELOPMENT AREAS 3 AND 4

Requirement	Subbasin W1	Subbasin W2	Subbasin W3
A. Subbasin Characteristics	High infiltration area. Full infiltration of stormwater required.	High infiltration area. Full infiltration of stormwater required.	High infiltration area. Full infiltration of stormwater required.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	42.5	46.4	58.1
Impervious Area	34.8	35.6	42.4
Landscaped Area	7.7	10.8	12.2
Unconverted Area	0	0	3.5
2. Conveyance			
Collection System	Project Standard	Project Standard	Project Standard
Infiltration Basin Emergency Overflow System	Project Standard	Project Standard	Project Standard
3. Water Quality Treatment	Project Standard for Infiltration	Project Standard for Infiltration	Project Standard for Infiltration
4. Detention	Not applicable	Not applicable	Not applicable
5. Infiltration	One or more infiltration basins. Preliminary infiltration design rate, 20 inches per hour, reduced by F.S. = 2.0.	One or more infiltration basins. Preliminary infiltration design rate, 20 inches per hour, reduced by F.S.= 2.0.	One or more infiltration basins. Preliminary infiltration design rate, 20 inches per hour, reduced by F.S.= 2.0.
6. Discharge Methods and Locations	Infiltration basins and emergency bypass system only.	Infiltration basins and emergency bypass system only.	Infiltration basins and emergency bypass system only.
7. Temporary Sedimentation and Erosion Control	Project Standard for Outwash Soils	Project Standard for Outwash Soils	Project Standard for Outwash Soils
8. Baseflow Maintenance	None other than as described in 5 above	None other than as described in 5 above	None other than as described in 5 above

Note: For subbasin locations, refer to Exhibit 2.

TABLE 1 (CONCLUDED)
DESIGN REQUIREMENTS
WESTERLY SUBBASINS, URBAN DEVELOPMENT AREAS 3 AND 4

Requirement	Subbasin W4	Subbasin N1	Subbasin N2
A. Subbasin Characteristics	Moderate infiltration. area. Full infiltration of stormwater required	Variable infiltration area. Detention and release to stream, infiltration where feasible.	Variable infiltration area. Detention and release to stream, infiltration where feasible.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	102.7	17.4	3.8
Impervious Area	70.8	9.1	1.9
Landscaped Area	31.2	6.6	1.0
Unconverted Area	0.7	1.7	0.9
2. Conveyance			
Collection System	Project Standard	Project Standard	Project Standard
Infiltration Basin Emergency Overflow System	Project Standard	Not applicable	Not applicable
3. Water Quality Treatment	Project Standard for Infiltration	Project Standard for Detention	Project Standard for Detention
4. Detention	Not applicable	Basin Plan BW2 Standard	Basin Plan BW2 Standard
5. Infiltration	One or more infiltration basins. Additional pond(s) may be necessary in Subbasins W1, W2 and W3. Preliminary infiltration design rate, 20 inches per hour, reduced by F.S.= 2.0.	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5
6. Discharge Methods and Locations	Infiltration basins and emergency bypass system only.	Via existing system	Via existing system
7. Temporary Sedimentation and Erosion Control	Project Standard for outwash soils	Project Standards for till/bedrock and outwash soils	Project Standards for till/bedrock and outwash soils
8. Baseflow Maintenance	None other than as described in 5 above	Per Section II.D.3	Per Section II.D.3

Note: For subbasin locations, refer to Exhibit 2.

TABLE 2
DESIGN REQUIREMENTS
EASTERLY SUBBASINS, URBAN DEVELOPMENT AREAS 1 AND 2

Requirement	Subbasin N3	Subbasin N4	Subbasin N5
A. Subbasin Characteristics	Variable infiltration area Detention and release to stream, infiltration where feasible.	Low infiltration area. Detention and release to stream.	Variable infiltration area. Detention and release to stream, infiltration where feasible.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	3.7	5.7	3.5
Impervious Area	1.5	1.6	1.6
Landscaped Area	1.6	3.3	1.9
Unconverted Area	0.6	0.8	0
2. Conveyance			
Collection System	Project Standard	Project Standard	Project Standard
3. Water Quality Treatment	Project Standard for detention	Project Standard for detention	Project Standard for detention
4. Detention	Basin Plan BW2 Standard	Basin Plan BW2 Standard	Basin Plan BW2 Standard
5. Infiltration	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5
6. Discharge Methods and Locations	Via existing system.	Stream discharge.	Via existing system.
7. Temporary Sedimentation and Erosion Control	Project Standard for till/bedrock and outwash soils	Project Standard for till/bedrock and outwash soils	Project Standard for till/bedrock and outwash soils
8. Baseflow Maintenance	Per Section II.D.3	Per Section II.D.3	Per Section II.D.3

Note: For subbasin locations, refer to Exhibit 3.

TABLE 2 (CONTINUED)
DESIGN REQUIREMENTS
EASTERLY SUBBASINS, URBAN DEVELOPMENT AREAS 1 AND 2

Requirement	Subbasin N6	Subbasin N7	Subbasin N8
A. Subbasin Characteristics	Variable infiltration area Detention and release to stream or wetland, infiltration where feasible.	Low infiltration area. Detention and release to stream or wetland, infiltration where feasible.	Low infiltration area. Detention and release to stream or wetland.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	20.4	10.8	63.4
Impervious Area	9.5	1.9	29.4
Landscaped Area	10.9	1.9	34.0
Unconverted Area	0	7.0	0
2. Conveyance			
Collection System	Project Standard	Project Standard	Project Standard
Tightline System	Project Standard	Project Standard	Project Standard
3. Water Quality Treatment	Project Standard for detention	Project Standard for detention	Project Standard for detention
4. Detention	Basin Plan BW2 Standard	Basin Plan BW2 Standard	Basin Plan BW2 Standard
5. Infiltration	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5
6. Discharge Methods and Locations	Dispersed discharge.	Dispersed discharge.	Dispersed discharge.
7. Temporary Sedimentation and Erosion Control	Project Standard for till/bedrock and outwash soils	Project Standard for till/bedrock soils	Project Standard for till/bedrock soils
8. Baseflow Maintenance	Per Section II.D.3	Per Section II.D.3	Per Section II.D.3

Note: For subbasin locations, refer to Exhibit 3.

TABLE 2 (CONCLUDED)
DESIGN REQUIREMENTS
EASTERLY SUBBASINS, URBAN DEVELOPMENT AREAS 1 AND 2

Requirement	Subbasin N9	Subbasin N10/E1
A. Subbasin Characteristics	Moderate infiltration area. Full infiltration of stormwater required.	Moderate infiltration area. Full infiltration of stormwater required.
B. Design Criteria		
1. Estimated Land Use Conversion, Acres		
Total Subbasin Area	126.3	89.6
Impervious Area	65.4	56.4
Landscaped Area	52.0	32.5
Unconverted Area	8.9	0.7
2. Conveyance		
Collection System	Project Standard	Project Standard
Infiltration Basin Emergency Overflow System	Project Standard	Project Standard
3. Water Quality Treatment	Project Standard for infiltration	Project Standard for infiltration
4. Detention	Not applicable	As required for conveyance system to Subbasin W3
5. Infiltration	One or more infiltration basins. Additional pond(s) may be necessary in Subbasins W1, W2 or W3. Preliminary infiltration design rate, 5 inches per hour, reduced by F.S.= 2.0.	One or more infiltration basins located in Subbasin W3. Preliminary infiltration design rate, 20 inches per hour, reduced by F.S.= 2.0.
6. Discharge Methods and Locations	Infiltration basins and emergency overflow system only.	Infiltration basins and emergency overflow system only.
7. Temporary Sedimentation and Erosion Control	Project Standard for outwash and till/ bedrock soils	Project Standard for outwash and till/ bedrock soils
8. Baseflow Maintenance	As described in 5 above and roof drainage to wetlands	None other than as described in 5 above

Note: For subbasin locations, refer to Exhibit 3.

TABLE 3
DESIGN REQUIREMENTS
RURAL DEVELOPMENT AREA SUBBASINS

Requirement	Subbasin N11	Subbasin N12	Subbasin E2
A. Subbasin Characteristics	High infiltration area Full infiltration of stormwater required.	High infiltration area. Full infiltration of stormwater required.	Low infiltration area. Detention and dispersed release. Disperse roof runoff as in Section 4.5.6.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	10.1	25.2	10.1
Impervious Area	0.6	1.4	0.8
Landscaped Area	2.5	6.2	2.8
Unconverted Area	7.0	17.6	6.5
2. Conveyance			
Collection System	N/A	N/A	Project Standard
3. Water Quality Treatment	N/A	N/A	Project Standard for Detention
4. Detention	N/A	N/A	Basin Plan BW2
5. Infiltration	Per KCSWDM Section 4.5.1	Per KCSWDM Section 4.5.1	Per KCSWDM Section 4.5.
6. Discharge Methods and Locations	N/A	N/A	Dispersed Discharge
7. Temporary Sedimentation and Erosion Control	Per KCSWDM	Per KCSWDM	Project Standard for till/bedrock soils
8. Baseflow Maintenance	None other than as described in 5 above	None other than as described in 5 above	None other than as described in 5 above

Note: For subbasin locations, refer to Exhibit 4.

TABLE 3 (CONCLUDED)
DESIGN REQUIREMENTS
RURAL DEVELOPMENT AREA SUBBASINS

Requirement	Subbasin E3	Subbasin E4	Subbasin E5
A. Subbasin Characteristics	Low infiltration area Detention and release to stream. Disperse roof runoff as in KCSWDM Section 4.5.6.	Low infiltration area. Detention and release to wetland. Disperse roof runoff as in KCSWDM Section 4.5.6.	Low infiltration area. Detention and release to stream. Disperse roof runoff as in KCSWDM Section 4.5.6.
B. Design Criteria			
1. Estimated Land Use Conversion, Acres			
Total Subbasin Area	43.9	22.0	28.1
Impervious Area	4.5	2.2	2.7
Landscaped Area	11.9	6.0	7.7
Unconverted Area	27.5	13.8	17.7
2. Conveyance			
Collection System	Project Standard	Project Standard	Project Standard
3. Water Quality Treatment	Project Standard for detention	Project Standard for detention	Project Standard for detention
4. Detention	Basin Plan BW2	Basin Plan BW2	Basin Plan BW2
5. Infiltration	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5	Per KCSWDM Section 4.5
6. Discharge Methods and Locations	Stream discharge	Dispersed discharge	Stream discharge
7. Temporary Sedimentation and Erosion Control	Project Standard for till/bedrock soils	Project Standard for till/bedrock soils	Project Standard for till/bedrock soils
8. Baseflow Maintenance	None other than as described in 5 above	None other than as described in 5 above	None other than as described in 5 above

Note: For subbasin locations, refer to Exhibit 4.

Abbreviations and Definitions

- BMP: "Best Management Practice".

- KCSWDM: "King County Surface Water Design Manual".

  References to the KCSWDM shall mean that edition of the manual in effect December 1994 with pending revisions limited to (1) temporary erosion and sedimentation control, and (2) infiltration requirements scheduled for adoption in December 1994 and January 1995, respectively.

- LIV: "Lower Issaquah Valley".

- SPWSD: "Sammamish Plateau Water and Sewer District".

- Unallowable Building Materials: Copper or galvanized steel exposed to the elements or galvanized pipe in contact with the ground.

- Project Standard: A specific development design standard identified in this exhibit.

- Issaquah Creek Basin Plan: Watershed Management Committee-Proposed Basin and Nonpoint Action Plan, Issaquah Creek, September 1994.

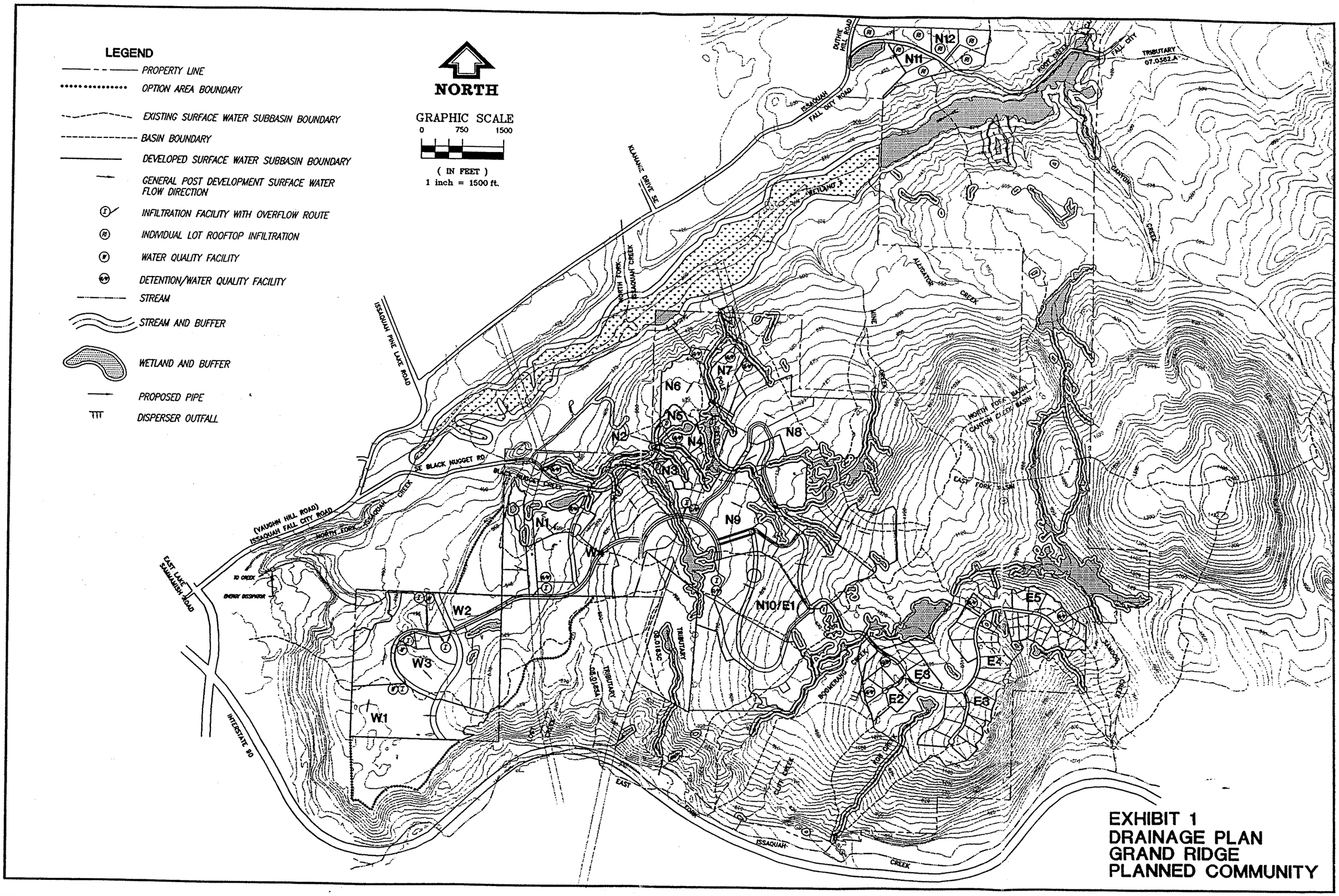


EXHIBIT 1
DRAINAGE PLAN
GRAND RIDGE
PLANNED COMMUNITY

JOB NO. 1032-01/01/02/03/BLDG DRAWN: 10/8/96 PLOTTED: 10/8/96

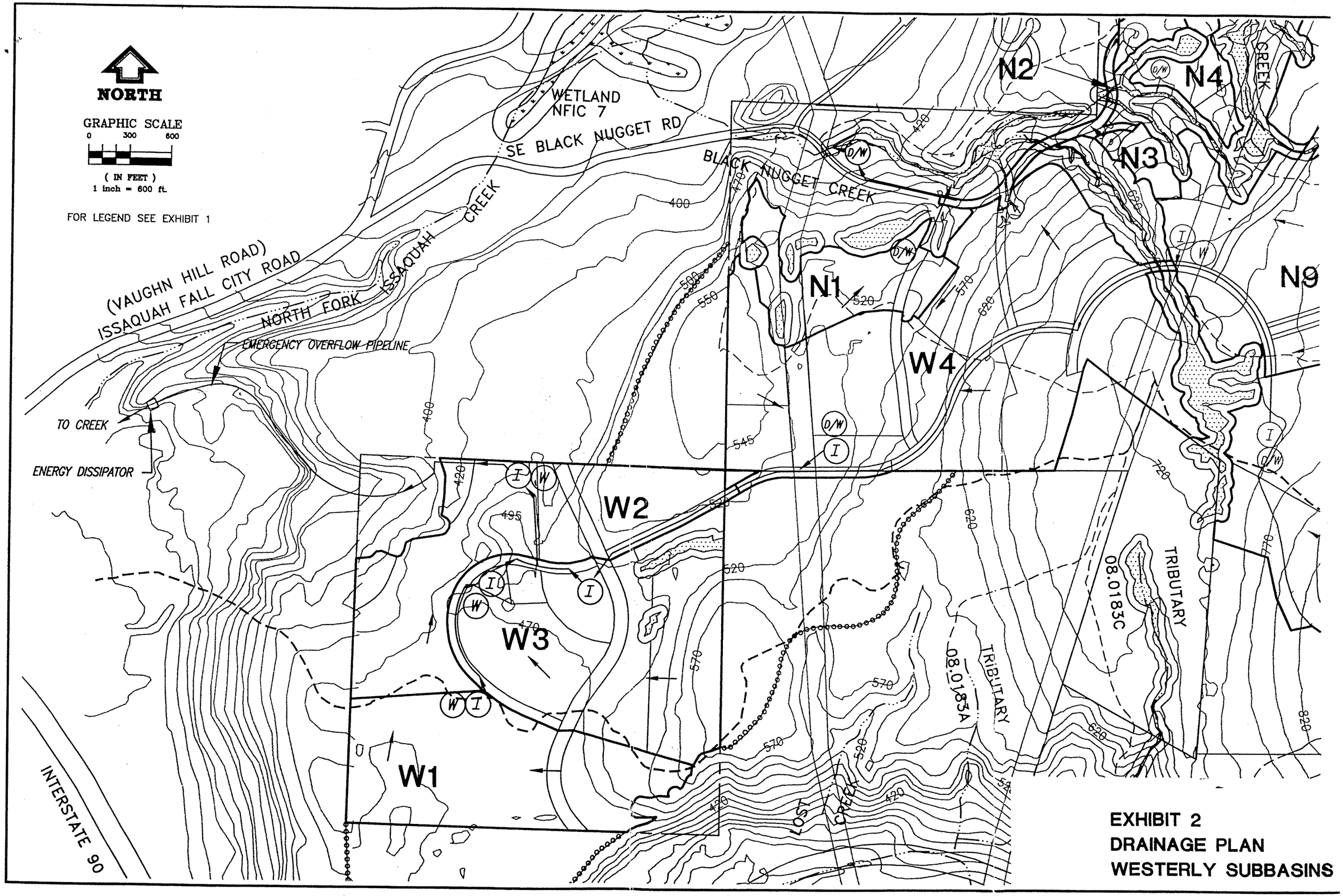
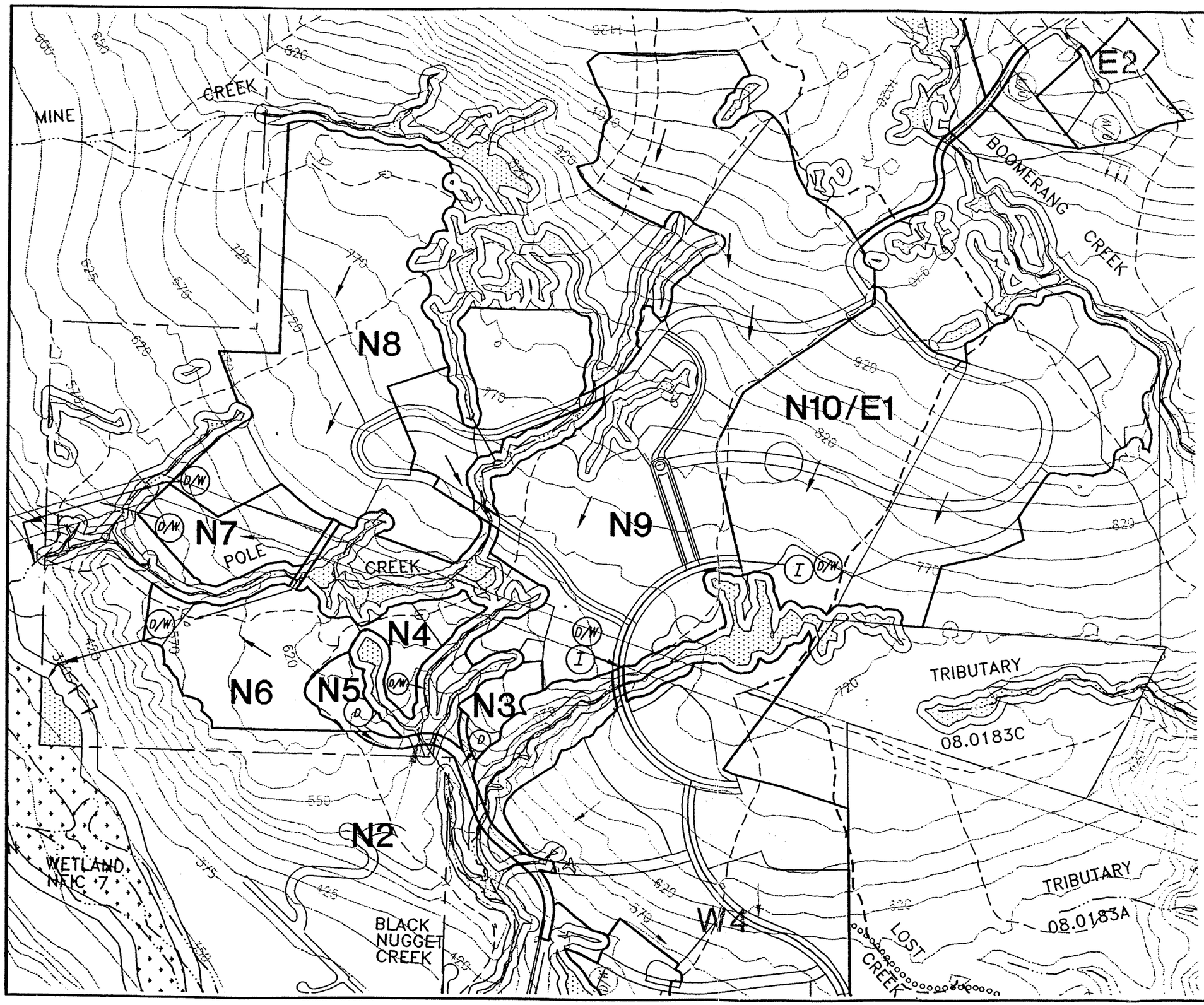


EXHIBIT 2
DRAINAGE PLAN
WESTERLY SUBBASINS

JOB NO. 1032-01/EX2/1032EXB.DWG DRAWN: 7/5/95 PLOTTED: 7/5/95



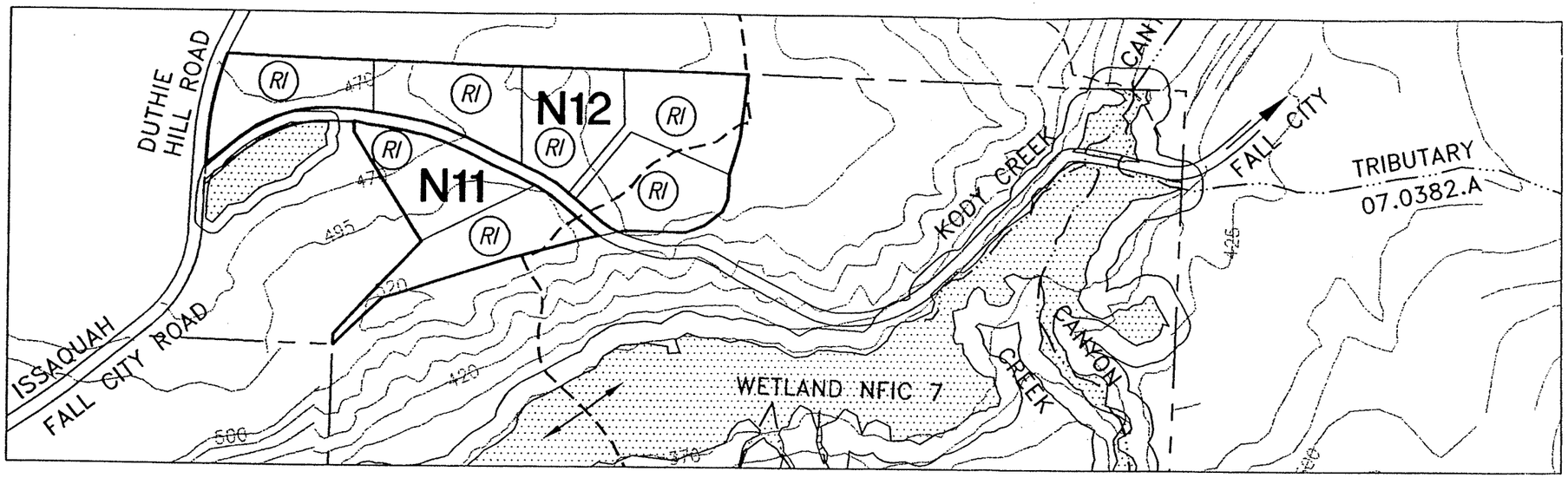
NORTH

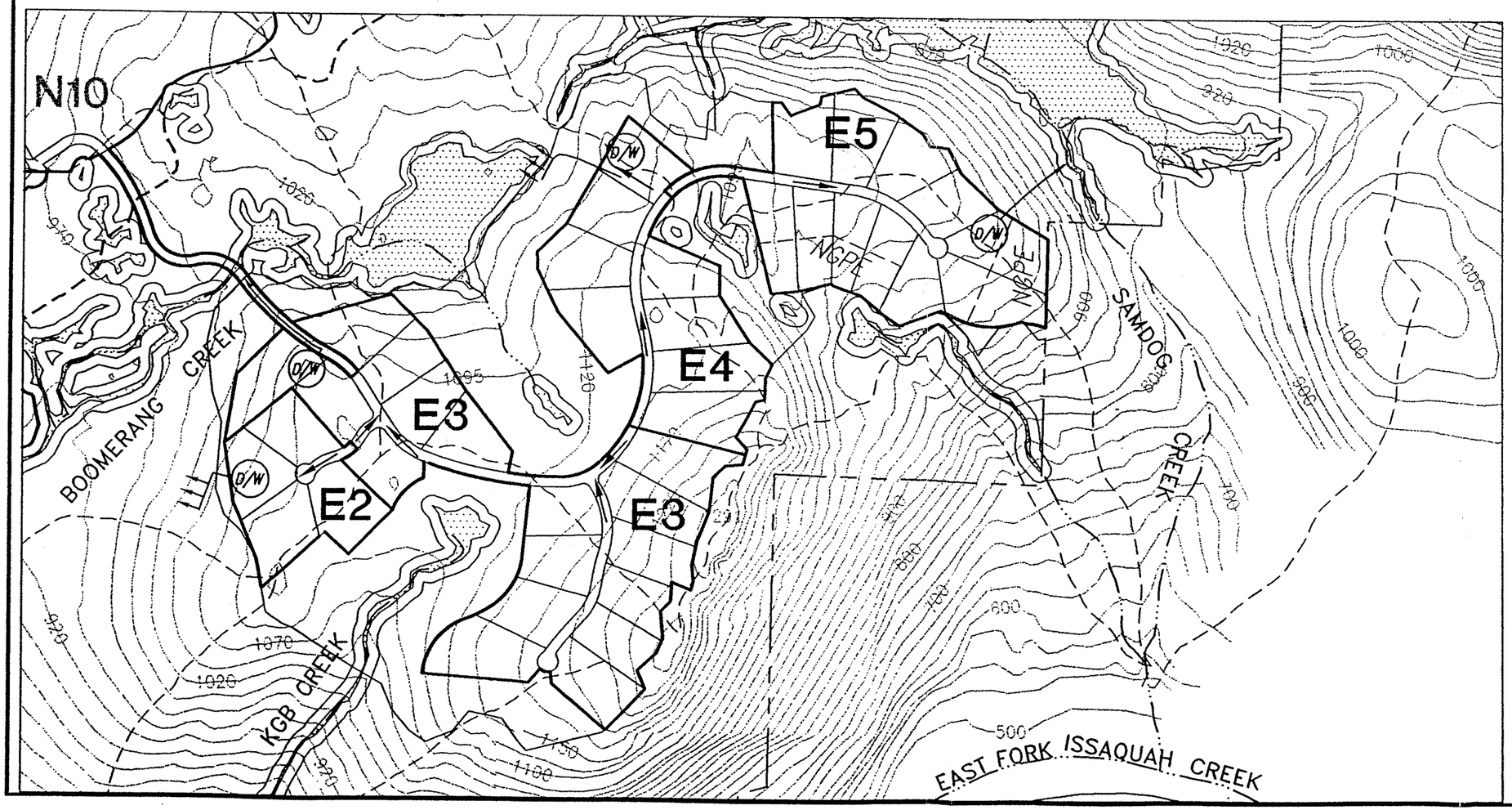
GRAPHIC SCALE
0 300 600
(IN FEET)
1 inch = 600 ft.

FOR LEGEND SEE EXHIBIT 1

EXHIBIT 3
DRAINAGE PLAN
EASTERLY SUBBASINS

JOB NO. 1232-01/E3/1232B.DWG DRAWN: 10/8/95 PLOTTED: 10/8/95





NORTH

GRAPHIC SCALE
0 300 600
(IN FEET)
1 inch = 600 ft.

FOR LEGEND SEE EXHIBIT 1

EXHIBIT 4
DRAINAGE PLAN
RURAL AREAS

JOB NO. 1232-01EXHIBIT23BLD.DWG DRAWN: 10/8/15 PLOTTED: 10/8/15

APPENDIX E

METRO PARK & RIDE FACILITY AT GRAND RIDGE

The County, City and Partnership agree to work together on plans to provide a park & ride lot facility at or near the Grand Ridge Project and transit service ~~within and~~ to the Grand Ridge Project area. The County's obligation to provide such a facility and service, and the Partnership's obligation to contribute to the same, shall be contingent upon the County, Partnership and City agreeing to and executing a separate written agreement detailing the specific terms, conditions and contingencies of their respective obligations (hereinafter referred to as the "Transit Agreement").

The parties anticipate that the environmental review, financing mechanisms and schedule for construction of the Sunset Interchange and ~~South~~ Sammamish Plateau Access Road (SPAR) shall be known and agreed to by all concerned persons and entities within three years. At a minimum, any Transit Agreement shall provide that construction of the park & ride lot facility and implementation of transit service shall be contingent upon execution of construction contracts for the Sunset Interchange and ~~South~~ SPAR improvements.

The parties shall endeavor to meet the following objectives in developing the Transit Agreement.

1) The parties should cooperate on planning, siting, construction, and financing of a park & ride lot facility which would be the connection point for regional transit service. The County may elect to provide only peak-hour regional transit service to the park & ride lot facility, depending on the capacity of that facility.

~~2) The County and the Partnership should seek an agreement with the Washington State Department of Transportation (WSDOT) whereby WSDOT would reserve for ten (10) years, and then enter into a long term agreement with the County for use as a park & ride lot, a site of up to ten (10) acres which is located adjacent to the planned urban core of the Grand Ridge Project. However, the County, the Partnership and the City should explore with WSDOT a trade of the aforementioned ten (10) acres of land should a more suitable site for the park & ride facility be identified in the future.~~

2. The Partnership should cause to be provided to the County, free of charge, sufficient land to site a park & ride lot facility. The Partnership may secure said land either through an agreement with the Washington State Department of Transportation (WSDOT) under which WSDOT would reserve for ten (10) years, and then enter into a long term agreement with the County for use as a park & ride lot, a site of up to ten (10) acres which is located adjacent to

the planned urban core of the Project, or through other means which are deemed acceptable by the County. Provided, however, the County, the Partnership and WSDOT may agree to explore a trade of the aforementioned ten acres of land should a more suitable site for the park & ride facility be identified in the future.

3) The Partnership should contribute toward the development of the park & ride lot facility, including but not limited to: preparing environmental analyses as defined in the scope of work for the SPAR Road EIS; including a the Metro park and ride facility as an authorized use within the Annexation Agreement for Development Area 4 and the expansion south and east of Area 4; providing roadway access to the facility from the SPAR Road, if necessary; and sizing and locating off-site storm drainage facilities, water, and other utilities so they are available to serve the site.

4) The County and City should cooperate with the Partnership in the design of the park & ride lot facility after the environmental review process is complete. The County shall assure that the park & ride lot facility adheres to established construction standards and procedures.

5) The County should reserve up to $4,500,000 within its appropriated capital program to contribute toward the cost of developing the park & ride lot facility. Upon the Partnership's review and approval of the identified costs, the Partnership should ~~pay a significant share of~~ contribute $100,000 to the construction costs of the park & ride lot facility. The Partnership's contribution to the capital construction costs of the park & ride facility shall be exclusive of the non-monetary contributions identified in Section 3 of this Attachment ~~taking into account the other non-monetary contributions made by the Partnership to the park & ride lot facility~~.

6) The Partnership and the County should explore a mutually beneficial financing mechanism for construction and maintenance of the park & ride lot facility. The options include, but are not be limited to, a long-term lease of the facility, a turnkey construction arrangement, a permanent easement, and exploration of other issues such as joint use of the facility and provision of maintenance and security services for the facility.

~~7) Any local transit service within the Grand Ridge Project should be operated by the County, subject to the County's usual process of determining service allocations, routes and schedules.~~

~~8) The Partnership should pay a significant portion of the cost of providing any such local transit service for a period of at least two years and not more than five years.~~

~~9) As ridership on such local service meets or exceeds productivity standards in use at the~~

~~time, the County should reduce the Partnership's payment for local service and eventually absorb it as regular County service, subject to the County's usual productivity and service allocation standards.~~

~~10~~7) The Partnership should consult with the County and the City on the design of the overall Grand Ridge Project to insure that the goal of providing a transit- and pedestrian-oriented community is met. The parties' collaboration in planning shall include such issues that may affect the success of the goals and commitments outlined by the Partnership.

ATTACHMENT D

PARK AND RIDE FACILITY
TRIP REDUCTIONS
METHODOLOGY FOR DETERMINING GRAND RIDGE TRIP REDUCTION AND POTENTIAL CREDIT FOR PARK AND RIDE FACILITY

CRITICAL ASSUMPTIONS:

Current analysis was completed assuming up to 1,000 space Park and Ride lot; actual credit will not be calculated or applied until construction contract for the facility is executed and the size is known, pursuant to the Master Transportation Financing Agreement (MTFA).

Up to 400 spaces would be filled during the peak hour while the remainder would be filled during the peak shoulder hours or at non-peak times.

Grand Ridge residential trips would represent 5 to 6% of the peak spaces, equaling approximately 100 spaces.

Off site traffic currently passing through Grand Ridge to other Park and Ride facilities or driving to destinations which would now use the Grand Ridge Park and Ride facility equals 300 spaces (400-100 =300 intercepted trips).

Grand Ridge office trip reduction of up to 5% possible, based on reverse commute and amount of peak hour transit service.

METHOD OF CALCULATION

King County will calculate the potential Park and Ride credit using the foregoing assumptions, but based on the actual number of spaces that will be provided, as specified in the executed construction contract for the facility. There are two portions of the potential credit: one for intercepted **Off-site Trips**; and one for **Office Trips**. The maximum credit for both portions will be determined by the number of spaces in the facility, as illustrated in the following table.

PROPORTIONAL SHARE TABLE

SPACES	CREDIT	OFFICE	OFF-SITE
1,000	$3.17 M	$922 K	$2,245 K
800	$2.79 M	$922 K	$1,796 K
500	$1.70 M	$576 K	$1,123 K
350	$1.17 M	$380 K	$ 786 K
0	0	0	0

Office Trip Credit: In order to qualify for the potential Office Trip portion of the credit, the Grand Ridge Partnership is not required to make any financial contribution to the design and construction of the Park & Ride facility. However, the credit will only be applied to the Partnership's "Remaining Portion of the Variable Amount" (as defined in Section 5.4.4 of the MTFA. Moreover, the credit will be applied only if the Park & Ride facility is located adjacent to

the commercial office space in Grand Ridge, or failing that, if either: (1) the Partnership finances the provision of shuttle service between the facility and the Grand Ridge Office space during the peak commute hours; or (2) Park & Ride lot transit service stops at the office complex.

Off-site Trips: In order to qualify for the potential Off-site Trip portion of the credit, the Partnership is required to execute an agreement with the County as described in Attachment C and make significant contributions to the land acquisition, design and construction of the facility. Based on the commitments made by the Partnership in this subsequent agreement (to be negotiated following award of construction contracts for the Sunset Interchange are SPAR improvements), the County will place a value on the cash and in-kind contributions to be made by the Partnership, using the estimated savings to the County based on comparable park and ride projects. This value will set the maximum amount of the Off-site Trip portion of the credit earned by the Partnership. The credit to be applied will be set at the smaller of the following two figures: (1) the value of the Partnership's contributions to the facility; or (2) the value calculated for off-site trip credit, determined by the number of spaces to be provided in the facility.

APPENDIX F

MASTER TRANSPORTATION FINANCING AGREEMENT

(SUNSET INTERCHANGE, SPAR AND ISSAQUAH BYPASS)

THIS MASTER TRANSPORTATION FINANCING AGREEMENT ("MTFA") is entered into effective the ____ day of _____, 1995, by THE CITY OF ISSAQUAH, a Washington municipal corporation ("City"), KING COUNTY, a Washington home rule charter county ("County"), SUNSET INTERCHANGE FOUNDATION, a Washington nonprofit corporation ("Corporation"), and THE GRAND RIDGE PARTNERSHIP (LIMITED PARTNERSHIP) and THE GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP) both Washington limited partnerships (collectively the "Partnership") to finance and construct transportation improvements on the terms set forth herein.

RECITALS

A. The parties wish to cooperatively plan and construct transportation improvements which implement the respective county and city comprehensive plans and provide substantial public benefits for both existing and future populations and commerce.

B. The parties have undertaken preliminary review of traffic improvements at the existing Sunset Way Interchange on I-90 and related access to both the City and unincorporated King County. Ongoing studies include review of the feasibility report for the East Sammamish Plateau access road and expansion of the existing interchange at I-90 and Sunset Way, which consists of a partial diamond interchange with accessibility limited to one exit ramp for westbound I-90 traffic and one exit ramp for traffic from Sunset Way to eastbound I-90.

C. The City, County and the Partnership are executing other agreements concurrent with this MTFA regarding real property owned by the Partnership: the "Grand Ridge Joint Agreement" and the "Grand Ridge Annexation and Development Agreement" ("Grand Ridge Agreements"). The Grand Ridge Agreements set forth the urban, rural and open space uses and annexation provisions for the Grand Ridge project ("Grand Ridge Project"). In addition, the City, County, Partnership, and the Corporation will enter into a separate agreement with the Washington State Department of Transportation (WSDOT) related to the WSDOT's participation in the improvements to the Sunset Interchange.

D. The Corporation is a nonprofit entity created to meet federal, state and local requirements to issue tax-exempt bonds, commonly known as Section 63-20 financing. The Corporation has been created for the sole and specific purpose to construct the South SPAR and to construct and/or contribute funds for the Sunset Interchange Segments, through contracts and agreements implementing this MTFA.

E. The parties have undertaken a "fair share" traffic impact analysis and assessed present and future traffic needs related to the four core Transportation Improvements described in Section 2 below. As used in this MTFA, "MPS", or Mitigation Payment System, means the system for collection of impact fees imposed on development activity under the authority of RCW 82.02.050 et seq. The County's MPS program is described in King County Code Chapter 14.75. The Partnership's fair share calculation using the County's preliminary 1995/1996 MPS project list is set forth in Section 5.

F. Except as provided in this MTFA, the Corporation's agreement to construct and/or contribute funds for the South SPAR and Sunset Interchange, and the Partnership's agreement to contribute or guaranty payment, in a manner acceptable to the County and the City, of a portion of the project costs for the South SPAR and Sunset Interchange, are not in discharge of specific or existing obligations of the Corporation or the Partnership. The parties have agreed to implement solutions to their respective fair share traffic impacts by segmenting and allocating to individual parties different portions of the transportation improvements. The segmenting decision reflects the fact that the fair share amounts roughly correspond to various segments with federal, state or other funding needed for a portion of the Sunset Interchange costs.

G. This segmented implementation assumes federal and state contributions to the Sunset Interchange Segment. If this assumption is not correct and insufficient federal and state funding is provided, the parties agree to reconvene and discuss how to provide any shortfall consistent with the principle of fair share allocation.

H. The parties desire to cooperate in this public/private effort to provide needed transportation facilities.

I. The parties recognize that the construction of the Bypass is integral to resolution of an existing transportation problem within the City created by regional traffic. Such problem would be further exacerbated by any additional development on the Sammamish Plateau or south of the City limits. It is the parties' intention that construction of the Bypass proceed concurrently with the construction of the Sunset Interchange in order to minimize further impacts to the City.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. PURPOSE. This MTFA is to coordinate, finance and construct the Transportation Improvements described in Section 2 so that they can be conveyed, owned and operated by the appropriate governmental entities upon completion of construction.

2. DESCRIPTION OF IMPROVEMENTS. The capacity improvements to be constructed under this MTFA are collectively known as the "Transportation Improvements" consisting of four "segments" described in Section 2.1 through 2.4 below:

2.1 **Issaquah Bypass ("Bypass")** is a principal arterial extending south from the southerly limit of the controlled access established for the Sunset Interchange (i.e., approximately 300 feet south of the eastbound off-ramp signal) to a connection with Front Street South between approximately Second Avenue South and 500 feet south of the south City limits of Issaquah.

2.2 **South Plateau Access Road - North Segment ("North SPAR")** is a principal arterial located between Vaughn Hill Road or the Issaquah-Fall City Road/Issaquah-Pine Lake Road intersection (and including related intersection improvements) and the northern boundary of Urban Development 4 of the Partnership Property (as described in the Grand Ridge Agreements).

2.3 **South Plateau Access Road - South Segment ("South SPAR")** is a principal arterial extending south from the northern boundary of Urban Development 4 (i.e., the southern terminus of the North SPAR) through the Grand Ridge Project and other parcels to the northerly limit of the controlled access established for the Sunset Interchange on I-90 (approximately 300 feet north of the westbound on-ramp signal).

2.4 **Revised I-90 Sunset Interchange ("Sunset Interchange")** is the revision to the existing East Sunset Interchange to provide full access to I-90 in a diamond or modified diamond configuration consisting of new westbound on-ramps, new eastbound off-ramps, a new two-way traffic overpass over I-90, and a principal arterial undercrossing. Other elements include necessary structures over Issaquah Creek, stormwater management facilities, HOV treatments and environmental mitigation. Road and signal improvements within the WSDOT limited access (approximately 300 feet north and 300 feet south of the ramp signals)are considered part of the Sunset Interchange.

The general location and description of these facilities are set forth on Attachment A.

2.5 **Black Nugget Road.** In addition to the foregoing Transportation Improvements, certain non-capacity traffic and safety improvements to Black Nugget Road, as described in Attachment B, will be constructed by the Partnership. Following a public process with residents to be completed within 45 days after the effective date of this MTFA, the County will determine whether rural or urban neighborhood collector standards will be used for those Black Nugget Road Improvements required after the first 100 dwelling units, as described in Attachment B. Subject to these standards (with any variances approved by the County Road Engineer), the Partnership will construct these improvements with no credit against the Partnership's $32.65 million ~~the MPS~~ ~~f~~Fair ~~s~~Share obligation ~~calculations~~ for capacity improvements as described in Section 5. ~~(now estimated at $35.5 million)~~. Prior to commencement of construction on Black Nugget Road, the Partnership will provide the County with security satisfactory to the County to cover any potential lien claims arising out of the Partnership's construction activities on Black Nugget Road. The Partnership shall be responsible to obtain and pay for all property necessary to construct the improvements

to Black Nugget Road described in Attachment B. If eminent domain is required to obtain any property necessary for said Black Nugget Road improvements, the County shall exercise its eminent domain powers and will be reimbursed by the Partnership for all costs related to such exercise of eminent domain, including just compensation and costs of litigation and expert witness fees. After the construction of the required improvements to Black Nugget Road, the Partnership shall convey and dedicate such improvements to the County free from all liens and encumbrances.

3. COORDINATION AND COOPERATION. The parties shall cooperate to design, secure funding for and construct all of the Transportation Improvements and to implement this MTFA. If for any reason, the ~~Sunset Interchange~~ Corporation ~~Foundation~~ does not execute this MTFA or is in default thereof, the Partnership shall assume all obligations of the ~~Foundation~~ Corporation which are set forth herein. Nothing in this agreement shall require the City or the County to issue bonds or to pledge its full faith and credit to perform the obligations under this agreement, but failure to issue such bond or pledge shall not affect the obligation of the City or County to pay or contribute funds as provided herein.

3.1 Environmental Review for the Transportation Improvements. The parties agree that environmental review and preliminary engineering work for the Sunset Interchange and South SPAR shall be completed and shall include preparation of the following: (i) draft and final environmental impact statement meeting federal, state, county and city requirements; and (ii) the following appendices: preliminary engineering plans; design report; added access study/report; channelization and hydraulics plan; right-of-way plan; and the I-90 system study. At the discretion of the party responsible for each segment, environmental work completed under this agreement may also include study of the North SPAR and Issaquah Bypass to a programmatic level of detail. The consultant shall allocate its overall charges between the four segments and separately bill for each segment. The City shall pay the charges allocated to the Bypass. The County shall pay the charges allocated to the North SPAR. The charges allocated to the Sunset Interchange and the South SPAR shall be paid as described in Section 3.1.2.

3.1.1 Scoping and Lead Agents. The parties shall review the EIS scope and may suggest changes and additions determined necessary to comply with federal and state requirements. The scope shall include project level (or Tier 2) analysis for the Sunset Interchange and South SPAR and alternatives and corridor analysis (programmatic or Tier 1) for the North SPAR and Bypass. The City, County and State should be co-lead agencies, and the City shall be the administrative lead agency for purposes of SEPA. As administrative lead agency, the City shall make and implement decisions to complete EIS preparation, but shall refer any major decisions to the co-lead agencies for mutual approval. The Federal Highway Administration ("FHWA") shall be the federal lead agency for purposes of NEPA. Each co-lead agency shall review, recommend modifications and approve the EIS once it determines it is adequate. The parties to this MTFA shall enter into an agreement with Washington State Department of Transportation (WSDOT) regarding WSDOT

participation in the environmental review and preliminary engineering work for the Sunset Interchange and South SPAR. The agreement with WSDOT should clarify how any state funds will apply to the environmental review.

3.1.2 Costs of Environmental Review and Design Work for Sunset Interchange and South Spar. The Partnership is responsible for all costs incurred to the effective date of this MTFA for environmental review and preparation of plans, specifications and estimates for the Sunset Interchange and the South Spar. Any of these costs attributable to the Sunset Interchange, upon approval by the County and the City, shall be a credit against the Partnership's contribution to the Sunset Interchange. Upon the effective date ~~approval~~ of this MTFA, ~~by the legislative authorities of the County and the City,~~ the County will be responsible for the next $2.8 million of such costs, and the City will be responsible for the next $1.4 million of such costs after the County's $2.8 million, for a maximum total responsibility of the County and the City of $4.2 million, provided that the County shall contribute that portion of the said $2.8 million applicable to the Sunset Interchange only after (1) the parties to this MTFA have entered into an agreement with WSDOT authorizing such expenditure for the Sunset Interchange pursuant to RCW 36.75.030, and (2) to the extent the County's contribution consists of MPS funds, the Sunset Interchange is added to the County's MPS Project List pursuant to RCW Chapter 82.02 and King County Code Chapter 14.75. The County shall pay its $2.8 million following receipt of progress billings from the City. To the extent the Partnership provides funding for environmental review and preparation of plans, specifications and estimates for the Sunset Interchange after the effective date of this MTFA but before the aforesaid agreement with WSDOT is executed, the Partnership shall be reimbursed by the County for such funding out of the County's $2.8 million obligation after the parties execute said agreement with WSDOT. To the extent the City's $1.4 million is not needed for environmental review and preparation of plans, specifications, and estimates for the Sunset Interchange and the South Spar, the City shall contribute the balance to the construction of the Sunset Interchange. The Partnership shall contribute or guaranty payment to the Corporation, in a manner acceptable to the County and to the City, and the Corporation shall pay the City for all costs of environmental review and design work for the Sunset Interchange and the South Spar in excess of the above described $4.2 million. Such excess costs that are attributable to the Sunset Interchange, upon approval by the County and the City, shall be a credit against the Partnership contribution to the Sunset Interchange.

3.1.3 Executive Committee. To provide coordination and direction for the work to be performed under this MTFA, an Executive Committee is established consisting of the following persons, their successors or designees:

Mr. Jesse Krail, Manager,
Road Services Division
King County Department of Transportation;

Mr. Robert Aye, Acting Regional Administrator
WSDOT Northwest Region (provided WSDOT enters into an agreement with the parties related to the Sunset Interchange);

Mr. Greg Wilder, Director
Department of Public Works
City of Issaquah

Mr. James E. Warjone,
Partnership representative;

A representative to be appointed by the Corporation.

The Executive Committee shall provide direction and guidance for the environmental review work and for implementation of this MTFA. Its direction and guidance shall be advisory to the extent the City has legal obligations it must perform as administrative lead agency for purposes of SEPA. The Executive Committee shall adopt and ensure compliance with a schedule for completion of the environmental review work and implementation of this MFTA. .

3.1.4 ~~Technical~~ Project Advisory Committee and Project Manager. The Executive Committee shall establish a ~~technical~~ project advisory committee consisting of representatives of the parties and other appropriate agencies with expertise. The ~~technical~~ project advisory committee shall advise the Executive Committee, the project manager and consultants in performing environmental review work. The City shall select, with the approval of the Executive Committee, a project manager who shall be responsible for overall project management, directing the environmental review work, and preparation of plans, specifications and engineering, public involvement program and maintaining coordination of all consultant contract efforts. The City shall comply with the applicable laws and regulations on non-discrimination and minority and women's business enterprises, as determined by the governmental entities. The County's minority and women's business enterprises program, as codified in King County Code Chapter 4.18 and incorporated herein by reference, shall apply to the extent practicable, and any adjustment to the County goals shall be agreed to by all parties.

The project manager shall report to the Executive Committee. The Executive Committee shall establish the scope and responsibilities of the project manager. The Executive Committee may revise the schedule for or defer the performance of any task where a party demonstrates good cause exists for delay or obtaining

a firm commitment for the funding of costs of remaining tasks is not imminent.

3.1.5 Grand Ridge Studies. The Partnership shall make available at no cost to the City or other parties, all studies and data relating to the development of the Grand Ridge property which exist on the date of this MTFA and are relevant and appropriate for preparation of the Sunset EIS.

3.1.6 Applicable requirements. The Sunset EIS shall be accomplished in accordance with the requirements of WSDOT Environmental Procedures Manual (M31-11), the National Environmental Policy Act (NEPA) and the State Environmental Policy Act (SEPA), and the access report will be developed in accordance with WSDOT Design Manual, § 213.

3.1.7 Other Work. The Executive Committee may authorize the preparation or utilization of environmental studies or data prepared by any of the parties or their consultants.

3.1.8 Selection of Consultant. The City will select, with approval of the other parties, the consultant(s) to carry out the environmental review work and Sunset EIS and the engineering and design work for the South SPAR and the Sunset Interchange. In implementing the environmental review and design work for the Sunset Interchange and the South SPAR~~par~~, the City shall comply with the applicable public works contracting statutes and regulations, including applicable laws and regulations on non-discrimination and minority and women's business enterprises, as determined by the governmental entities. The County's minority and women's business enterprises program, as codified in King County Code Chapter 4.18 and incorporated herein by reference, shall apply to the extent practicable, and any adjustment to the County goals shall be agreed to by all parties.

The parties further agree that any work undertaken as a result of this MTFA shall comply with King County Code Chapters 12.16 and 12.18, incorporated herein by reference.

3.2 North SPAR Environmental Work. The County shall undertake appropriate environmental work as part of its responsibility to construct the North SPAR under Section 6. The County shall utilize to the maximum extent possible the environmental work prepared under Section 3.1.

3.3 City Environmental Review. The City shall undertake environmental review as part of its responsibility to construct the Issaquah Bypass under Section 7. The City shall utilize the environmental work prepared under Section 3.1 to the maximum extent possible. Nothing in this MTFA shall prohibit the City from electing at any time to conduct a project level EIS.

3.4 Adopted Plans; Budgets. Each party shall include the Transportation Improvements in all appropriate comprehensive and land use plans and capital

improvement programs and budgets.

3.5 **Funding Applications.** Each party shall be a lead or co-lead agency where requested by any other party or where required as part of any application or securing of federal or state funding, including but not limited to grants, ISTEA funds or federal highway funds, for any segment of the Transportation Improvements. If any funds are limited to a particular segment, such as the Sunset Interchange or Issaquah Bypass, the funding shall be made available to the party responsible under this MTFA for constructing that segment. If funds are not limited to a particular segment, then the parties shall determine how the funds shall be used.

3.6 **Road Alignment.** The parties shall mutually evaluate the alignment of the Transportation Improvements and the connections of each Segment, and the public agency which ultimately will hold title to each respective Segment shall formally approve the road alignment.

3.7 **Coordinated Engineering, Permitting and Construction.** The parties shall cooperate in developing the road plans and specifications, engineering, permitting and construction of the Transportation Improvements on the terms provided in this MTFA. The public agency which will hold title to each respective Segment shall timely establish the final road standards and specifications so that each party may timely carry out its preliminary engineering, design and construction work under this MTFA.

4. PROJECT SEGMENTS, RESPONSIBLE PARTIES AND RECIPROCAL IMPACT FEE AGREEMENT.

4.1 **Project Segments and Responsible Parties.** The four "Segments" of the Transportation Improvements and responsibility for construction or contribution of funds are set forth as follows:

Project Segment	**Estimated Cost** (millions)	Responsible Party
Issaquah Bypass	$16.7	City Construction (§7.2)~~;~~ Partnership Bypass Contribution (if necessary) (§5.3.~~3~~4)
North SPAR	$13.4	County construction (§6.1)~~; Partnership Contribution (if necessary) (§5.3.3)~~

South SPAR	$25.2	Corporation construction (§5.1); Partnership contribution of costs (§5.3.1); County contribution for EIS and design work (§3.1.2); City contribution for EIS and design work (§3.1.2)
Sunset Interchange	$22.5	Corporation or WSDOT construction (§ 5.1); Partnership's Sunset Interchange Contribution (§ 5.3); County contribution for EIS and design work (§3.1.2); City contribution for EIS and design work (§3.1.2), Partnership Additional Interchange Contribution (if necessary) (§5.3.4) and Remaining Balance from state, federal and other funding (§ 5.4.2)
Total Costs	$77.8	

These estimates are stated and fixed in constant 1995 dollars and, for the South SPAR and Sunset Interchange, include non-grant eligible costs. The cost estimate for the South SPAR includes $2.14 million for right-of-way (ROW). This represents an estimate of the fair market value as buildable commercial property associated with 60 feet of ROW width to be dedicated for the length of the South SPAR as it traverses Urban Area 4, plus the estimated cost of 60 feet of ROW width by 1,200 lineal feet down the hillside. Notwithstanding the fact that only 60 feet of ROW width are included in the cost estimate for the South SPAR, the Partnership will dedicate or acquire the full ROW needed for the South SPAR as described in Section 9. ~~The estimates will be revised and approved by the parties at the time of the MPS fee determination for each of the Transportation Improvements as described in Section 5.3.~~

4.2 Reciprocal Agreements Between County and City. The County and City shall develop a reciprocal impact fee agreement and a reciprocal concurrency review agreement.

4.2.1 Reciprocal Impact Fee Agreement. The reciprocal impact fee agreement shall provide that development projects within the City shall pay for their impacts on unincorporated King County roads and development projects in unincorporated King County shall pay for their impacts on City roads. At a minimum, the reciprocal impact fee agreement shall include the four Segments of the Transportation Improvements described in Section 4.1, at 100% of their estimated costs, subject to satisfying legal requirements for funding commitments for the public share of those projects, including, but not limited to, an agreement with WSDOT.

The reciprocal impact fee agreement and ordinances shall include authority to

defer the Grand Ridge share of off-site MPS projects to the extent provided in Section 5.4.4. Upon addition of the Sunset Interchange Segment to the County and City reciprocal impact fee program, each shall contribute the collected impact fee portion which is allocable to the Sunset Interchange Segment to the Sunset Interchange Segment work. The County and City shall use all reasonable efforts to include the Segments in the County's next MPS fee update following adoption of this MTFA and in the City's adoption of the County's or other interim impact fee program until a final program is adopted, but in any event the agreement shall be transmitted to the County Council and the City Council by December 15, 1996. ~~executed by June 1, 1996 (or such other time as necessary to include the Segments in the next MPS fee update following June).~~ The City's impact fee ~~MPS~~ ~~o~~Ordinance shall be established to accomplish the latecomer reimbursement arrangement described in Section 7.2~~3~~.

The City will consider enacting a transportation impact fee ordinance which shall seek to have the cost of new transportation facilities be shared by the public and private sectors. The intent of the proposed ordinance would be that a proportionate share of the expense of transportation facilities necessitated by the impacts of new development be borne by the development applicants through the imposition of the proposed fees. The proportionate share may depend on the type and size of the development, and location within the City. The transportation capital improvement projects which would benefit from these impact fees may include those elements listed in the the current Capital Facilities Element of the Comprehensive Plan and the Six Year Transportation Improvement Program. In addition, the City and the County may negotiate to apply the City's impact fee methodology to the City's Potential Annexation Areas through a separate process, depending upon the compatibility and consistency of the City and County impact fee systems.

4.2.2 Reciprocal Concurrency Review Agreement. The reciprocal concurrency review agreement shall provide for joint County/City review of developments within each other's jurisdiction that have direct impacts on the other jurisdiction's roads. The reciprocal concurrency review agreement shall specify thresholds and standards to be used to determine concurrency. The County and the City agree that, unless specifically provided for in the reciprocal concurrency review agreement, approval or denial of proposed development permits shall remain the sole responsibility and at the sole discretion of the jurisdiction within which the development is proposed. One jurisdiction shall not have veto authority over the other jurisdiction's permit process. Such agreement shall be transmitted to the County Council and City Council by December 15, 1996.

4.3 Future Annexations. Prior to the City's holding any hearing or taking any formal action on any annexation other than the area covered by the Grand Ridge Annexation and Development Agreement, the City shall execute a pre-annexation agreement with King County to provide sharing of costs associated with County roadway capacity improvements which are critical for

Grand Ridge concurrency that are included in the future annexation areas. The following County CIP projects are affected by this provision: North SPAR and East Lake Sammamish Parkway. King County shall not be obligated to award construction contracts for the North SPAR or East Lake Sammamish Parkway until a cost sharing agreement under this Section 4.3 is executed. Pre-annexation agreements between the City and County will reflect a "mortgage financing" principle that provides for City reimbursement of County funds invested on these improvements based upon a depreciation schedule amortized over the expected life of the improvements and adjusted by a nominal interest rate. This commitment for pre-annexation agreements satisfies the County Council's (a) SPAR EIS budget proviso and (b) the 1995 budget proviso on roadway capacity projects in potential annexation areas with respect to the North SPAR and East Lake Sammamish Parkway.

5. SOUTH SPAR AND SUNSET INTERCHANGE.

5.1 Corporation Construction of South SPAR and Sunset Interchange. The Corporation shall undertake and pay for all permitting, right-of-way acquisition and construction of the South SPAR. If authorized by WSDOT, the Corporation shall undertake and pay for all permitting, right-of-way acquisition and construction of the Sunset Interchange segment. In the event WSDOT constructs the Sunset Interchange, the Corporation shall pay to WSDOT all Sunset Interchange funds received from the parties and any other source. The Corporation shall not be obligated to undertake any permitting or construction on the South SPAR until execution of construction contracts for the Sunset Interchange. Prior to the Corporation's receipt of any funds from the City, the County or the Partnership, the following conditions must be satisfied; (a) The EIS must be approved by the City, the County and the State as co-lead agencies in accordance with Section 3.1.1, and (b) the Corporation shall establish financial management controls acceptable to the City and the County, or the Corporation shall post a bond in a form and amount satisfactory to the City and the County. The Corporation shall maintain insurance to protect itself and any person the Corporation is required to indemnify or shall agree to indemnify, including any director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust of other enterprise, against any expense, liability or loss.

5.2 Public Works Contracting Laws Apply. The parties acknowledge that the work undertaken by the Corporation on the South SPAR~~par~~, if public funds are used in its construction, and the Interchange constitutes public works and, therefore, the Corporation shall comply with the public works contracting statutes and regulations that would apply if the work were being undertaken by a public agency, including, but not limited to, applicable laws and regulations on non-discrimination and minority and women's business enterprises, as determined by the governmental entities. Alternatively, if public funds are not used in the construction of the South SPAR, then the Corporation shall not be required to comply with public works contracting statutes and regulations

related to competitive bidding and surety requirements, to the extent consistent with law. The County's minority and women's business enterprises program, as codified in King County Code Chapter 4.18 and incorporated herein by reference, shall apply even to non-public works contracts to the extent practicable, and any adjustment to the County goals shall be agreed to by all parties.

The parties further agree that any work undertaken as a result of this MTFA shall comply with King County Code Chapters 12.16 and 12.18, incorporated herein by reference.

5.3 Partnership's Contribution. The Partnership~~'s~~ shall fulfill a fair share obligation ("Fair Share") ~~total fair share obligation~~ for offsite roadway capacity improvements relating to the Grand Ridge Project, including its share of the Transportation Improvements described in this MTFA, as ~~shall be~~ computed using the County's MPS model, subject to the same adjustments made for other similar projects, with the four Transportation Improvements included in the MPS model at 100 % of their estimated costs as reflected in Section 4.1 The Partnership's Fair Share ~~contribution~~ is $32.65 million, stated in constant 1995 dollars, subject only to the Park and Ride Facility trip reductions credit described in Section 5.4.4 and the recomputation described in Section 5.4.5. ~~now estimated at $35.5 million and will be recomputed and fixed using the most up-to-date estimates available following Council approval of the next MPS fee update subsequent to execution of this MTFA. Once fixed,~~ Tthe unpaid balance of the Partnership's Fair Share ~~contribution~~ shall be subject ~~only~~ to annual adjustment on the anniversary of the effective date of this MTFA in accordance with the Engineering News Record Construction Cost Index for the Seattle area ("ENR Index") ~~on an annual basis~~ with 1995 as the base year. The "unpaid balance" of the Partnership's contribution means the net, remaining balance from time to time during this MTFA after Partnership payments are made or when Partnership credit amounts are known. For example, the unpaid balance at the commencement of this MTFA will be $9.65 million, i.e. the total Fair Share amount minus the Partnership's South SPAR amount ($32.65 million minus $23.0 million); the unpaid balance of the Interchange Contribution will be reduced by the Partnership credits in Section 3.1.2 or by payment of "Project Costs" under Section 5.3.2 as soon as the amounts are known under those sections; the unpaid balance of the Variable Amount will be reduced with each MPS payment made during Phase I under Section 5.4.4. In addition to the Partnership's contribution for roadway capacity improvements, the Partnership ~~are~~ is obligated to undertake safety and operational improvements for Black Nugget Road as described in Attachment B. The Partnership shall have no obligations for off-site transportation facilities or improvements relating to the Grand Ridge project except as expressly set forth in this MTFA and the Grand Ridge Agreements.

This total Partnership's Fair Share shall be contributed as follows: ~~(b) $2.8~~

~~million North Spar contribution under § 5.3.3: (c) $1.4 million By Pass contribution under § 5.3.4.;~~ (~~a~~d) a contribution or guaranty of payment to the Corporation, in a manner acceptable to the City and the County, for the review, design and construction of the South SPAR as provided in Section 5.1 over and above the amounts contributed by the City and the County for the costs of environmental review and preparation of plans, specifications and estimates for the South SPAR (the Partnership's estimated cost ~~contribution~~ for the South SPAR that will be credited against the Partnership's Fair Share is $23 ~~22.9~~ million, but the Partnership's obligation to contribute or guaranty payment shall be the actual costs of the South SPAR whether over or under $23 million~~that estimated amount~~); the $23 million credit will be adjusted as necessary to reflect the fixed cost estimate of $25.2 million less the actual costs covered by the City and County contributions described in Section 3.1.2; (~~b~~e) ~~remaining estimated~~ $5.7~~3.4~~ million (less credit for Partnership's (i) payment of Sunset Interchange costs before the effective date of this MTFA under Section 3.1.2 and (ii) unreimbursed actual contribution after the effective date of this MTFA to the Sunset Interchange environmental review and preparation of plans, specifications, and estimates pursuant to §3.1.2) shall be contributed or a guaranty of payment, in a manner acceptable to the City and the County, made to the Corporation as the Partnership's minimum (subject to increase pursuant to (c) below) contribution to the Sunset Interchange~~,~~ ("Interchange Contribution"); (c) The Partnership shall contribute or guaranty payment, in a manner acceptable to the City and the County, to the Corporation, the Additional Interchange Contribution, if necessary, up to $800,000, as described in Section 5.3.4; (~~d~~a) the amount for off-site road MPS (i.e., roads other than the Transportation Improvements covered by this MTFA) is ~~estimated at~~ $3.9~~5~~4 million (subject to a credit for the Partnership's Additional Interchange Contribution, if necessary, as described in Section 5.3.4, and the Park and Ride Facility trip reductions credit described in Section 5.4.4, and subject to the recomputation of Fair Share as described in Section 5.4.5) and is defined as the "Variable Amount" to be paid as provided in Section 5.4.4~~;~~. Except for the Partnership's obligation for the review, design and construction of the South SPAR described in (~~a~~d) above, ~~and except for the Partnership's credit for its unreimbursed actual contribution to the Sunset Interchange environmental review and preparation of plans, specifications and estimates described in (b) above~~, the amounts constituting the Partnership's total Fair Share as described herein (and as the Partnership's Fair Share may be recomputed as described in Section 5.4.5), and the Partnership's credits from the date of payment until the credit is applied to the unpaid balance, shall be adjusted in accordance with the ENR Index on an annual basis. The ENR Index adjustment also shall apply to all Partnership credits against those Fair Share components which are adjusted by the ENR Index, beginning when the ENR Index adjustment begins on the Fair Share component and continuing until the credit is actually applied to the unpaid balance. For example, the Partnership's credits against its Interchange Contribution for Sunset Interchange EIS or design costs paid by the Partnership, either before or after the effective date of this MTFA as provided in Section 3.1.2, shall be adjusted by the ENR Index until the credit is actually

applied to the unpaid balance; after a credit is applied, the ENR Index shall apply to the remaining unpaid balance of the Partnership's Interchange Contribution.

The Partnership's obligations for the Transportation Improvements are further set forth as follows:

5.3.1 South SPAR. The Partnership shall contribute or guaranty payment, in a manner acceptable to the County and the City, to the Corporation for all costs related to the South SPAR segment which the Corporation undertakes under Section 5.1.

5.3.2 Sunset Interchange Contribution. The Partnership shall contribute or guaranty payment, in a manner acceptable to the City and the County, to the Corporation, ~~an amount estimated at~~ $5.7 ~~3.4~~ million, adjusted annually by the ENR Index, as its Interchange Contribution to the Project Costs of the Sunset Interchange Segment. To the extent the following costs were included in the ~~"recomputed and fixed"~~ ~~f~~Fair ~~s~~Share calculation as identified in Section 5.3 the Partnership's contribution towards "Project Costs" may include the following: all prior expenditures as approved by the Executive Committee through the effective date of this MTFA relating to environmental, engineering or other work or financing costs and financial consultants related to the Sunset Interchange; the Partnership's unreimbursed actual costs of environmental review relating to the Sunset Interchange Segment incurred under Section 3.1.2 after the effective date of this MTFA; engineering and design and permitting costs; site preparation (e.g., clearing and grading) costs; construction costs and any other costs related to the planning, engineering or construction of the Sunset Interchange; project management costs of the Corporation or interest or other carrying costs of the nonprofit corporation to the extent it borrows funds for completion of work related to the Sunset Interchange. The County will use best efforts to include the costs identified above in the MPS fee model. The Executive Committee may approve additional types of expenses as "Project Costs," but the Partnership's overhead or general administrative expenses for the Grand Ridge Project shall not be included in the Sunset Interchange Project Costs.

~~**5.3.3 North Spar Contribution.** The Partnership shall contribute $2.8 million to the County for the costs of the North Spar upon award of construction contract for the North Spar. This dollar amount shall be adjusted in accordance with the ENR Index on an annual basis.~~

5.3.~~3~~4 Partnership ~~Issaquah By Pass~~ ~~Bypass~~ Contribution. ~~The Partnership shall contribute $1.4 million to the City for the costs of the Issaquah By Pass upon award of construction contract for the Interchange. This dollar amount shall be adjusted in accordance with the ENR Index on an annual basis.~~ If a Bypass Shortfall occurs, then the Partnership shall contribute funds to the City up to a maximum of $1.4 million as provided herein ("Partnership Bypass

Contribution"). This amount is over and above the Partnership's $32.65 million Fair Share contribution as designated in this MTFA. "Bypass Shortfall" means that all or part of the City's Bypass funding amount above $15.3 million is not available in committed or reasonably available funds such as from grants, MPS fees, developer contributions in lieu of MPS fees, or bonds to be repaid from such source, despite best efforts to obtain funds by the City (that is, $16.7 million in Section 4.1 minus $1.4 million equals $15.3 million threshold before Partnership Bypass Contribution). If the Bypass Shortfall occurs at the time the City otherwise would execute a construction contract for the Bypass, then the Partnership shall make the Partnership Bypass Contribution to the City within sixty (60) days after receipt of City notice and explanation of the existing and available funding sources for the Bypass. If the City expends less than $1.4 million under Section 3.1.2, then the Partnership Bypass Contribution shall be correspondingly reduced from $1.4 million to the actual lesser amount expended by the City (for example, if the City only expended $1.2 million under Section 3.1.2, then the threshold would be $15.5 million, that is, $16.7 million minus $1.2 million equals $15.5 million; then Partnership's corresponding contribution would be $1.2 million). The Partnership Bypass Contribution shall be made if there is a cost overrun but the maximum contribution remains $1.4 million and would be adjusted downward to the extent the City's expenditure under Section 3.1.2 is less than $1.4 million. The Partnership Bypass Contribution shall not be a credit against the Partnership's Fair Share. Commencing one year after the Partnership makes the Partnership Bypass Contribution, the City shall begin to make ten annual payments (without interest) to the Partnership, each in an amount equal to one-tenth of the Partnership Bypass Contribution that was made.

5.3.4 **Additional Interchange Contribution**: If at final adjournment of the 1998 Washington State Legislative session (including any extraordinary session(s)), full Sunset Interchange funding is not secured, the Partnership shall contribute or guaranty payment, in a manner acceptable to the City and the County, to the Corporation for the Project Costs of the Sunset Interchange up to $800,000.00 (the "Additional Interchange Contribution") in addition to the $5.7 million Interchange Contribution described in Section 5.3.2. This dollar amount shall be adjusted in accordance with the ENR Index on an annual basis. Only that portion of the Additional Interchange Contribution needed to achieve full funding of the Sunset Interchange will be required of the Partnership. If, following guaranty of an Additional Interchange Contribution to the Corporation by the Partnership but prior to the Corporation's expenditure of the funds (or transmittal to WSDOT), the parties subsequently determine by consensus that the Additional Interchange Contribution is not needed because additional funding has been obtained, then the Corporation will return to the Partnership that portion of the Additional Interchange Contribution not required for the project and the Remaining Portion of the Variable Amount will be adjusted to reflect this. For any such funds restored to the Remaining Portion of the Variable Amount, the ENR index will accrue from the time the funds were initially guaranteed for the Additional Interchange Contribution to the

time they are restored to the Remaining Portion of the Variable Amount, and thereafter as described in Section 5.4.4. Subject to WSDOT's approval through an agreement governing the construction of the Sunset Interchange, the parties will seek similar treatment for Additional Interchange Contributions that may be determined not to be needed subsequent to transmittal to WSDOT.

5.4 Additional Funding.

5.4.1 Remaining Balance. The parties shall cooperate in seeking federal, state and other sources of funding to pay the full Sunset Interchange costs in excess of the parties' ~~Interchange~~ contributions to the Sunset Interchange as stated in this MTFA ("Remaining Balance"). Funding for the Remaining Balance shall include, but is not limited to, any MPS fees projected to be collected by the County and similar impact fees collected by the City for the Sunset Interchange. The parties shall report to the Executive Committee on the status and projections for outside funding. The Partnership shall contribute or guaranty payment, in a manner acceptable to the County and the City, to the Corporation or WSDOT, in the event WSDOT constructs the Sunset Interchange, in the amount of the Partnership's ~~i~~Interchange ~~c~~Contribution, for Project Costs including EIS work, plan and specification preparation, and construction amounts when needed for construction of the Sunset Interchange.

5.4.2 Excess Outside Funds. If outside funding in excess of the Remaining Balance of the Sunset Interchange Segment is secured, then the Partnership shall nonetheless contribute an estimated $5.~~73.4~~ million (adjusted annually by the ENR Index) in Project Costs by transferring any portion of the $5.~~73.4~~ million (as adjusted) Interchange Contribution not needed for the Sunset Interchange Segment to repay, prorated based on their respective contributions, the County and City for expenditures made under this MTFA for the Transportation Improvements.

5.4.3 Funding Shortfall. If at final adjournment of the 1998 Washington State Legislative session (including any extraordinary sessions(s)), any secured outside funding, the parties' ~~Interchange~~ contributions to the Sunset Interchange as stated in this MTFA, and MPS fees collected under the reciprocal MPS Agreement (or the collection of which is reasonably assured) do not meet or exceed the amount needed to construct the Sunset Interchange, then any of the parties can require that the parties meet to seek agreement on alternative funding strategies. The parties in good faith shall reexamine the financial obligations consistent with the underlying premise of each party paying a fair share allocation. The parties shall continue to seek full funding of the Sunset Interchange Segment until all of the parties mutually agree to cease funding efforts. Upon cessation of funding efforts, the Corporation shall return to the County and the City all unexpended funds the Corporation shall have received from the County and the City.

5.4.4 Payment of Variable Amount ~~(Off-Site MPS)~~. The Variable Amount is $3.95 million, subject to credits for the Partnership's Additional Interchange Contribution as described in Section 5.3.4, and for the Park and Ride Facility trip reductions described below in this Section 5.4.4, and subject to reduction if the Fair Share is recomputed as described in Section 5.4.5. The Partnership shall pay the Variable Amount as follows: (a) Through the reciprocal impact fee agreement described in this MTFA, the Partnership will pay the County's "off-site MPS fees" due on Phase I (as described in Attachment B) in the amount of $711,000 at ~~final plat approval or~~ the time building permits are issued. This dollar amount shall be adjusted in accordance with the ENR Index on an annual basis. ~~The payment of these fees shall be a credit against the Partnership's Ffair Sshare obligation described in Section 5.3.;~~ (b) The Partnership shall pay or guaranty to the Corporation the Additional Interchange Contribution (if necessary) as described in Section 5.3.4; (c) The portion of the $3.95 million Variable Amount remaining after deducting the Partnership's payment of $711,000 for the County's "off-site MPS fees" due on Phase I and the Partnership's payment of up to $800,000 (if necessary) for the Additional Interchange Contribution is referred to hereafter as the "Remaining Portion of the Variable Amount". If the Remaining Balance of the Sunset Interchange Segment funding is obtained, then the Partnership shall pay ~~to the City~~ the Remaining Portion of the Variable Amount, ~~portion of the Variable Amount associated with Phases II and III~~, less any credit for the Park and Ride Facility trip reductions described below in this Section 5.4.4, at an agreed upon dollar amount per equivalent residential unit (ERU) as follows: the Partnership's obligation to pay off-site MPS for Phases II and III (described in Attachment B)is deferred and the Partnership's contributions or guaranty for the cost of the Transportation Improvements are credited, at the agreed rate per ERU, against the Partnership's Fair Share amount of $32.65~~35.5~~ million (adjusted annually by the ENR Index); the Remaining Portion of the Variable Amount shall commence being paid on a per unit basis at the amount that is computed by dividing the Partnership's contribution or guaranty for costs of the Transportation Improvements (less the Variable Amount not yet paid) by the agreed rate per ERU. The per unit fee shall be adjusted by the annual increase or decrease in the Engineering News Record (ENR) Construction Cost Index for the Seattle area.

The Partnership may be entitled to a credit against the Remaining Portion of the Variable Amount for Park and Ride Facility trip reductions. The Park and Ride Facility trip reductions credit will be calculated after the execution of the Transit Agreement described in Attachment C. The Park and Ride Facility trip reductions credit shall be calculated as described in Attachment D.

5.4.5 Fair Share Recomputation. The Partnership's total Fair Share obligation may be recomputed at the request of the

Partnership if, prior to the Partnership's payment of the Remaining Portion of the Variable Amount, the King County Council approves changes to the MPS fee policies on commercial fees that would have resulted in a lower Fair Share for the Partnership if such policies had been in effect when the Partnership's Fair Share was calculated. If such a recomputation is requested by the Partnership, the County will recompute only the portion of the Fair Share associated with the commercial space in the Urban Growth Area of the Grand Ridge Project, as configured in Attachment B. The County will structure the assumptions and input for the recomputation in such a way as to isolate the effects of the commercial fee policy change. Other factors that may have changed in the interim will be held constant. The recomputation will be made using the same zonal structure, project list, project cost estimates (as adjusted by the ENR Index) and trip responsibility factor that are the bases for the Fair Share computation reflected in this MTFA. Any benefit from the recomputation in the form of a decreased Fair Share obligation will be used to reduce only any outstanding balance of the Remaining Portion of the Variable Amount. In the event the difference between the recomputed Fair Share and the Fair Share obligation reflected in this MTFA is larger than the Remaining Portion of the Variable Amount, no credit or refund or reimbursement of any kind in excess of the outstanding balance of the Remaining Portion of the Variable Amount will be due to the Partnership.

6. **NORTH SPAR/KING COUNTY**. King County shall construct the North SPAR as follows:

6.1 **Obligation to Construct**. ~~As described in Section 5.3.3, the Partnership shall contribute $2.8 million to the cost of the North Spar.~~ The County shall undertake and pay for all ~~remaining~~ costs of environmental review and studies, engineering and design, permitting, right-of-way acquisition and construction of the North SPAR Segment. The County shall commence construction of the North SPAR as expeditiously as possible after construction contracts are executed for the Sunset Interchange Segment, subject to force majeure (as defined in Section 13.18).

6.2 **Delay in North SPAR.** The parties have determined that transportation concurrency for Phases I and II (as defined in Attachment B) does not require construction of the North SPAR. Upon completion of the South SPAR and the full movements of the Sunset Interchange, the County may work with the Partnership on methods to limit daily traffic volume to 3,000 ADT on Black Nugget Road or the County may elect to close the access of the Grand Ridge Project to Black Nugget Road.

7. **BYPASS- CITY**. The City shall have the following financial and construction obligations:

7.1 **Obligation to Construct.** ~~As~~ Under the circumstances described in Section 5.3.34, the Partnership shall contribute up to $1.4 million to the cost of the Bypass. The City shall undertake and pay for all remaining costs of environmental review and studies, engineering and design, permitting, right-of-way acquisition and construction of the Bypass Segment. While the City assumes responsibility for construction of the Bypass, the parties shall work together to ensure that construction occurs in a timely manner. A joint grant-writing team composed of City, County and Partnership representatives shall work on the development and submittal of grants for the Bypass. The Executive Committee, at the request of the City, shall provide assistance in resolving problems or handling other matters related to the Bypass. The City shall commence construction of the Bypass Segment as expeditiously as possible after construction contracts are executed for the Sunset Interchange Segment, subject to *force majeure* (as defined in Section 13.18).

7.2 **Latecomer Reimbursement**. At the Partnership's request, the City and Partnership shall mutually approve a latecomer reimbursement system whereby the City will collect (at the time building permits, site plans or plats are approved for development within the Grand Ridge Project), and remit those funds (less an administrative fee to the City) to the Partnership, a transportation improvement fee to reimburse the Partnership for the Partnership's contributions or guaranty payments made to the Corporation's payment of Project Costs for the Sunset Interchange Segment and the South SPAR. The reimbursement amount shall include all of the Partnership's actual expenditures plus interest thereon or other financing costs.

8. **COST ESTIMATES AND OVERRUNS.**

8.1 **Revised Cost Estimates.** Upon completion of the FEIS, each party shall have the right to request renegotiation of the provisions of this ~~Agreement~~ MTFA based on a revised cost estimate demonstrating that the cost of its respective Segment has increased to at least 150% of the present cost estimate in Section 4.1. Renegotiation shall be initiated by a party by providing the other parties with written notice of a request to renegotiate within 30 days of the date the FEIS is final, including any appeal periods.

8.2 **Cost Overruns.** With the exception of the Sunset Interchange Segment, each party shall pay any cost overruns, or retain any cost savings, for its respective Segment.

9. **RIGHT-OF-WAY DEDICATION AND ACQUISITION**. Each party shall make available for the Transportation Improvements any land or existing right-of-way owned by that party. As part of its responsibility for each respective Segment, each

party shall be responsible to obtain all right-of-way necessary for construction of that party's Segment. If eminent domain is required to obtain any property necessary for the Transportation Improvements, the governmental entity with jurisdiction shall exercise its eminent domain powers and will be reimbursed by the party responsible for that segment. Said reimbursement shall include all costs related to such exercise of eminent domain, including just compensation and costs of litigation and expert witness fees.

10. DEDICATION AFTER CONSTRUCTION. The Partnership shall convey and dedicate to the public entities all Segments of the Transportation Improvements constructed by the Corporation and any property owned by the Partnership related thereto as follows: (a) conveyance of the South SPAR to the City; and (b) conveyance of the Sunset Interchange improvements to WSDOT. The County and City each agree to accept the portion of the Transportation Improvements constructed and located within their respective jurisdictions so long as constructed in accordance with plans and specifications approved by those agencies (including any written approved revisions or change orders) and free from all liens and encumbrances.

11. COUNTY/CITY MPS AND CONCURRENCY.

11.1 Partnership Payment In Lieu of Fees. The parties acknowledge the Grand Ridge Project will be annexed into and thereafter developed within the City. Although the County's MPS and concurrency program do not apply to projects within the City, the parties have established through this MTFA the Partnership's obligations to pay fees for any Grand Ridge project improvements related to the Transportation Improvement Segments. The amounts paid by the Partnership under Section 5 have taken into account County MPS fees which otherwise would be due and there are no other MPS or other transportation fees, mitigation fees relating to transportation improvements or similar payments relating to transportation improvements.

11.2 Grand Ridge Concurrency and Mitigation Compliance. The County and City have determined and established the transportation concurrency requirements for the Grand Ridge Project in the Grand Ridge Joint Agreement in the transportation phasing as set forth in Attachment B hereto. The Partnership compliance with the Joint Agreement, Attachment B and this MTFA implements and satisfies all applicable County, City and State level of service standards and concurrency requirements. These MTFA and the Joint Agreement set forth the Partnership's full mitigation measures, fees and obligations for off-site transportation improvements related to the urban growth area of the Grand Ridge Project. The measures in this MTFA and in the Grand Ridge Development and Annexation Agreement satisfy and there are no other off-site transportation mitigation obligations or measures which otherwise would be required by the County or the City, except as set forth in the Joint Agreement. Notwithstanding the other provisions of this Section 11, the Grand Ridge Project is subject to revised development standards where required to avoid a serious threat to the public health or safety.

12. **METRO PARK AND RIDE FACILITY**. The parties shall cooperate in providing the land, permits and site preparation and implementation of a Metro Park and Ride Facility in the Grand Ridge vicinity, as provided in Attachment C to this MTFA (which is identical to Appendix E to the Grand Ridge Joint Agreement).

13. **MISCELLANEOUS PROVISIONS.**

13.1 **Termination**. This MTFA shall be terminated effective upon the mutual agreement of all the parties. Theis MTFA shall also be terminated upon written notice that the Partnership elects to pursue rural development under vested short plat applications or an urban planned development under King County ~~Council~~ Code 21A.39 and therefore abandons its rights to pursue the project under this agreement. Any termination shall not relieve any party from its obligations to pay any previously incurred expenses consistent with this MTFA.

13.2 **Authorization; Approval by Parties.** The parties shall execute this MTFA upon approval of the King County Council and Issaquah City Council of the respective agreements described in Recital C above. All parties warrant to each other that they have the right, power and authority to enter into and execute this MTFA and perform in accordance with the terms and conditions herein. Any consent, approval or amendment required of the "parties" under this MTFA shall mean by an authorized representative of the party, and not through the Executive Committee.

13.3 **Binding on Successors and Assignments.** This MTFA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns. The Partnership may not assign its obligations to pay for the Black Nugget Road improvements, as described in this MTFA, without the consent of the County and the City (unless County-approved bonds or other security for that road work is provided). The Partnership may not assign its obligations to pay for the Transportation Improvements, as described in this MTFA, without the consent of the County and the City. Such consent shall not be unreasonably withheld.

13.4 **Entire Agreement.** This document and the Attachments thereto contain the entire agreement of the parties regarding the subject matter hereof.

13.5 **Amendment.** This MTFA shall not be amended without the express written approval of the parties (or its successors and assigns) and approval by the County Council and City Council, except future changes in the scope of the Sunset Interchange/South SPAR EIS can be made at the request of the City without amendment of the MTFA where such changes are made in accordance with Section 3.1.

13.6 Applicable Law. This MTFA shall be construed in accordance with the laws of the State of Washington.

13.7 Inspection of Cost Records. All parties shall keep available for inspection by representatives of the parties or the FHWA for a period of six years-the cost records and accounts pertaining to this MTFA. If any litigation, claim, or audit arising out of, in connection with, or related to this MTFA is initiated before the expiration of the six year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

13.7.1 Audits and Inspection. The records and documents with respect to all matters covered by this MTFA shall be subject at all times to inspection, review or audit by the County and the City. The records and documents with respect to all matters covered by this MTFA shall be subject at all times to inspection, review or audit by federal or state officials so authorized by law during the performance of this MTFA and six (6) years after termination hereof, unless a longer retention period is required by law.

The Corporation and the Partnership shall provide right of access to its facilities, including those of any Contractor or Subcontractor, to the County, the City, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate compliance with this MTFA. The County and the City will give advance notice to the Corporation and the Partnership in the case of fiscal audits to be conducted by the County or the City.

Upon request from the City or the County, the Corporation shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental organizations, Program, Activities and Functions; and OMB Circulars A-133 and A-128, as amended and as applicable.

13.8 Notices. All communications, notices and demands of any kind which a party under this MTFA requires or desires to give to any other party shall be in writing and deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the County:

King County
King County Courthouse
Third and James Street
Seattle, Washington 98104
Attn.: King County Executive's Office

with copy to:	King County Prosecuting Attorney's Office (Civil Division) Fifth Floor - King County Courthouse 516 - Third Ave. Seattle, Washington 98104 Attn.: Chief of Civil Division
with copy to:	Clerk of the Council King County Courthouse 516 Third Avenue Seattle, Washington 98104
If to the City:	City of Issaquah P.O. Box 1307 Issaquah, Washington 98027 Attn.: Office of the Mayor
with copy to:	Ogden, Murphy and Wallace Westlake Center Tower Fifth Avenue Seattle, Washington 98101 Attn.: Wayne D. Tanaka
If to the Partnership:	Grand Ridge/Glacier Ridge Limited Partnerships c/o Port Blakely Communities Logan Building Seattle, Washington 98104 Attn.: James E. Warjone and Judd Kirk
with a copy to:	Davis Wright Tremaine Century Square Fourth Avenue Seattle, Washington 98101-1688 Attn.: Thomas A. Goeltz
If to the Corporation:	Sunset Interchange Foundation c/o Port Blakely Communities Logan Building Seattle, Washington 98104 Attn.: James E. Warjone and Judd Kirk
with a copy to:	Davis Wright Tremaine Century Square Fourth Avenue

Seattle, Washington 98101-1688
Attn.: Thomas A. Goeltz

Notice by mail shall be deemed delivered 48 hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given. Notices required or to be provided under this Agreement are not intended for individual lot purchasers and shall only be required if the Partnership has assigned its interest to a portion of the Property and notified the City and County of the successor's name and address.

13.9 Time of Essence. Time is of the essence in this MTFA. A waiver of any breach or default by any party hereto shall not be considered to be a waiver of any other breach or default.

13.10 Enforcement. The parties agree that unless this MTFA is amended or terminated pursuant to the provisions of this MTFA, this MTFA shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable regulation or ordinance.

13.11 Severability. If any Material Provision of this MTFA is determined by a court of law to be unenforceable or invalid, then the parties shall confer and agree to amend this MTFA to implement the mutual intent of the parties to the maximum allowed by law. If the parties are unable to reach agreement, then the court shall decide if the invalid provisions require termination of this MTFA.

13.12 Implementing Documents. Each party shall execute and deliver to the other party all such further instruments and documents as may be reasonably necessary to carry out this MTFA in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

13.13 Liability.

Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each party shall protect, defend indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose negligent action or omissions gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense; and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim

shall satisfy the same; provided that, in the event of concurrent negligence, each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. The indemnification hereunder shall be for the benefit of the City and County as an entity, and not for members of the general public.

13.13.1 Insurance Requirements

13.13.1.1. General Requirements. By the date of execution of this MTFA, the parties shall procure and maintain for the duration of this MTFA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this MTFA by the parties, their agents, representatives, employees, and/or contractors. The cost of such insurance shall be paid by the parties or their contractors. The parties may furnish separate certificates of insurance and policy endorsements for each contractor as evidence of compliance with the insurance requirements of this MTFA. If the County and/or the City are self-insured for the insurance requirements contained in this Section 13.13.1, certifications of self-insurance shall constitute County and City compliance with this Section 13.13.1.

Each insurance policy shall be written on an "Occurrence" form; excepting that insurance for Professional Liability, Errors and Omissions when required may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the party purchasing such coverage warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this MTFA.

13.13.1.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) General Liability: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

(b) Professional Liability: Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this MTFA either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Section 13.13.1 shall mean any services provided by a licensed professional.

(c) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

(d) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

13.13.1.3 Minimum Limits of Insurance. The parties shall maintain limits no less than, for:

(a). General Liability: One million dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a two million dollar ($2,000,000) aggregate limit.

(b) Professional Liability, Errors and Omissions: One million dollars ($1,000,000).

(c). Automobile Liability: One million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

(d) Workers' Compensation: Statutory requirements of the State of residency.

13.13.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions in the Partnership's coverage or the Corporation's coverage must be declared to, and approved by, the County and the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Partnership's or the Corporation's liability to the County and/or the City and shall be the sole responsibility of the Partnership or the Corporation.

13.13.1.5. Other Insurance Provisions. The insurance policies required in this MTFA are to contain, or be endorsed to contain the following provisions:

(a) General Liability Policy:

(i) On the Partnership's and the Corporation's policies, the County and the City, their officers, officials, employees and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Partnership or the Corporation in

connection with this MTFA.

(ii). To the extent of the Partnership's or the Corporation's negligence, the Partnership's or the Corporation's insurance coverage shall be primary insurance as respects the County and the City, their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County and the City, their officers, officials, employees or agents shall not contribute with the Partnership's or the Corporation's insurance or benefit the Partnership or the Corporation in any way.

(iii) The Partnership's and the Corporation's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Policies: Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County and the City.

13.13.1.6 Acceptability of Insurers.

Insurance is to be placed with insurers with a Bests' rating of no less than A: VIII or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+: VII. Any exceptions must be approved by the County and the City.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County or the City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to the County or the City, the Partnership or the Corporation shall, upon notice to that effect from the County or the City, promptly obtain a new policy and shall submit the same to the County and the City with the appropriate certificates and endorsements, for approval.

13.13.1.7 Verification of Coverage

The Partnership and the Corporation shall furnish the County and the City with certificates of insurance and endorsements required by this MTFA. The certificates and endorsements for each insurance policy are

to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and the City and are to be received and approved by the County and the City prior to the commencement of activities associated with this MTFA. The County and the City reserve the right to require complete, certified copies of all required insurance policies at any time.

13.13.1.8 Contractors

The Partnership and the Corporation shall include all contractors as insureds under their policies, or shall furnish separate certificates of insurance and policy endorsements for each contractor. Insurance coverages provided by contractors as evidence of compliance with the insurance requirements of this MTFA shall be subject to all of the requirements stated in this Section 13.13.1.

13.14 Term. This MTFA shall remain in full force and effect until all of its obligations are performed or until it is terminated.

13.15 Counterparts. This MTFA is executed in four duplicate originals, one for each party, each of which is deemed to be an original.

13.16 No Third Party Beneficiary. This MTFA is made and entered into for the sole protection and benefit of the parties thereto and their successors and assigns. No other person shall have any right of action or interest in this MTFA based upon any provision of this MTFA.

13.17 Attachments. This MTFA includes and incorporates by reference the Attachments A, B, ~~and~~ C and D.

13.18 ***Force Majeure.*** The timing of performance by any party under this MTFA, including adherence to any schedule adopted by the Executive Committee under Section 3.1.3, shall be excused during any period of *force majeure*. "*Force majeure*" is defined as extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirements or work, including environmental mitigation, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of right of way, or other necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond the reasonable control of any of the parties.

13.19 Coordination with WSDOT. The parties shall seek a written agreement with WSDOT regarding funding commitments for the public share of the Sunset Interchange. Until a WSDOT agreement is executed, the parties shall continue to perform their respective obligations under this MTFA so long as any required information or approval from WSDOT is obtained, such as use of SEPA rules for co-lead agencies or WSDOT's designation of applicable design standards for engineering and design work.

13.20 Authorized Agent. The Partnership hereby designates Port Blakely Communities, Inc. ("PBC") as its agent with authority to give notices, approvals and otherwise act pursuant to this Agreement. Unless otherwise stated in writing by the Partnership, representations and actions by PBC shall represent and bind each Partnership.

13.21 Conflict or Inconsistency. In the event of any conflict or inconsistency between this MTFA and either or both of the Grand Ridge Agreements, the terms of this MTFA shall control.

13.22 Partnership Obligations. The Grand Ridge and Glacier Ridge Limited Partnerships shall be jointly and severally liable for all Partnership obligations that arise under this MTFA, except that the Grand Ridge and Glacier Ridge Limited Partnerships shall each be individually liable for the obligation described in Section 9 of this MTFA to make available for the Transportation Improvements any land or existing right of way owned by that party if the Grand Ridge and Glacier Ridge Limited Partnerships do not jointly own the land or existing right of way that must be made available for the Transportation Improvements.

IN WITNESS WHEREOF, the County, the City, the Partnership and the Corporation have executed this MTFA effective as of the last date signed below.

KING COUNTY, a Washington
home rule charter county

By _____
Its _____

Date: _____

Approved as to form:

_____

CITY OF ISSAQUAH, a Washington municipal
code city

By _____
Rowan Hinds
Its Mayor

Date: _____

Approved as to form:

_____

THE GRAND RIDGE PARTNERSHIP
(LIMITED PARTNERSHIP),
a Washington limited partnership

By Warjone Investments, Inc.,
its managing general partner

By _____
James E. Warjone
Its President

Date: _____

THE GLACIER RIDGE PARTNERSHIP
(LIMITED PARTNERSHIP),
a Washington limited partnership

By Warjone Investments, Inc.,
its managing general partner

By_____
James E. Warjone
Its President

Date: _____

SUNSET INTERCHANGE FOUNDATION, a
Washington nonprofit corporation

By _____

Its _____

Date: _____

ATTACHMENTS:

A. Map showing location of Sunset Interchange, South SPAR, North SPAR and Bypass

B. Road Phasing for Grand Ridge Urban Project

C. Metro Park and Ride Facility at Grand Ridge

D. Park and Ride Facility Trip Reductions Credit

ATTACHMENT A

MAP SHOWING SUNSET INTERCHANGE, SOUTH SPAR, NORTH SPAR AND BYPASS

ATTACHMENT B

TRANSPORTATION IMPROVEMENTS AND PHASING

The UGA portion of the Project development shall be phased with transportation improvements in accordance with the following phases. The number of residential units and square footage of retail and commercial development allowable within each phase includes, and is not in addition to, that specified in prior phases.

Phase I. Phase I shall consist of: (a) one hundred single-family residential units without improvements to Black Nugget Road or other roads; or (b). final plat approval for 540 single-family residential units upon the Partnership's completing construction, or posting with the County a two-year financial guarantee instrument in an amount and form acceptable to the County which guarantees construction, of the following Phase I road improvements, provided that no occupancy shall be allowed for such single family residential units until the Partnership completes construction of the following Phase I road improvements; and issuance of a certificate of occupancy for commercial or multifamily development for up to 250,000 square feet of commercial uses, and 50,000 square feet of retail uses upon the Partnership's completing construction of the following Phase I road improvements:

(i) Black Nugget Road improved to neighborhood collector standards, per King County Road Standards, with the County to decide whether to apply rural or urban neighborhood collector standards after a joint community process to be conducted by the County, the City and the Partnership to be completed within 45 days of the effective date of ~~this Agreement~~ the MTFA.

(ii) Construction access (for construction vehicles, delivery and related construction activities) through Urban Development Area 4 through the Lakeside Quarry area or through alternative routes, not to include Black Nugget Road.

(iii) Improved and signalized Black Nugget/Vaughn Hill intersection, with left and right turn lanes as determined by the County.

(iv) Additional safety improvements to Black Nugget Road, such as residential driveway improvements and necessary lighting improvements.

(v) Screening or landscaping buffer improvements along Black Nugget Road.

Phase II. Phase II shall consist of final plat approval for 3,250 single-family residential units (or up to 3,950 if commercial uses that would be in Phase III are converted to residential as described below) upon completion of construction of the following Phase II road improvements, and issuance of a certificate of occupancy for up to 1,500,000 square feet of commercial uses, and 425,000 square feet of retail uses upon completion of construction of the following Phase II road improvements:

(a) Sunset Interchange improvements as defined in Appendix F at Section 2.4.

(b) Minimum four lane South SPAR connection from the north boundary of Urban Development Area 4 to the Sunset Interchange.

Phase III. Phase III shall consist of full Project buildout, consisting of Phases I and II with issuance of certificates of occupancy for a total of up to 2,950,000 square feet of commercial uses, upon completion of the North SPAR connection, with a minimum of four lanes.

COMBINED PHASES

The road improvements for the Phases described above may be combined or constructed concurrently, in which event Project buildout will be allowed at the combined level of the completed Phases. Phase II and III development shall not, however, proceed until requirements for development of all prior phases have been satisfied.

EQUIVALENCY TO CONVERT STANDARD SINGLE FAMILY TO OTHER RESIDENTIAL USES

The residential uses stated in Phases I and II are stated in terms of standard single family units (non-age restricted). The Partnership may allocate the equivalent single-family dwelling unit trips (i.e., 10 trips per day per hour) to either single-family units, multi-family units, or active senior housing in accordance with the following conversion factors:

100 Standard Single-Family Detached Dwelling Units Will Convert to:	
RESIDENTIAL USES	
Single-family detached	100 dwelling units
Single-family attached	116 dwelling units
Multi family	151 dwelling units
Age-restricted (Active senior housing, over 55 yrs)	
- Single-family	217 dwelling units
- Multi-family	270 dwelling units
- 60% single/40% multi-family	238 dwelling units

The conversions based upon transportation equivalency allow the Partnership to elect the specific types of residential units within the Phases defined herein. However, notwithstanding that transportation equivalency, the maximum development allowed within the UGA shall be 3,250 residential units, 2.95 million square feet of commercial uses, and 425,000 square feet of retail uses. Further, after Phase I, the Partnership may elect to convert up to 840,000 commercial square feet into residential uses at the ratio of 1 residential unit (of any type) for each 1,200 square feet of authorized commercial space, in which event the full Project buildout would include 3,950 residential units, 2.11 million square feet of commercial uses, and 425,000 square feet of retail uses.

ATTACHMENT C

METRO PARK & RIDE FACILITY AT GRAND RIDGE

The County, City and Partnership agree to work together on plans to provide a park & ride lot facility at or near the Grand Ridge Project and transit service ~~within and~~ to the Grand Ridge Project area. The County's obligation to provide such a facility and service, and the Partnership's obligation to contribute to the same, shall be contingent upon the County, Partnership and City agreeing to and executing a separate written agreement detailing the specific terms, conditions and contingencies of their respective obligations (hereinafter referred to as the "Transit Agreement").

The parties anticipate that the environmental review, financing mechanisms and schedule for construction of the Sunset Interchange and ~~South~~ Sammamish Plateau Access Road (SPAR) shall be known and agreed to by all concerned persons and entities within three years. At a minimum, any Transit Agreement shall provide that construction of the park & ride lot facility and implementation of transit service shall be contingent upon execution of construction contracts for the Sunset Interchange and ~~South~~ SPAR improvements.

The parties shall endeavor to meet the following objectives in developing the Transit Agreement.

1) The parties should cooperate on planning, siting, construction, and financing of a park & ride lot facility which would be the connection point for regional transit service. The County may elect to provide only peak-hour regional transit service to the park & ride lot facility, depending on the capacity of that facility.

~~2) The County and the Partnership should seek an agreement with the Washington State Department of Transportation (WSDOT) whereby WSDOT would reserve for ten (10) years, and then enter into a long term agreement with the County for use as a park & ride lot, a site of up to ten (10) acres which is located adjacent to the planned urban core of the Grand Ridge Project. However, the County, the Partnership and the City should explore with WSDOT a trade of the aforementioned ten (10) acres of land should a more suitable site for the park & ride facility be identified in the future.~~

2. The Partnership should cause to be provided to the County, free of charge, sufficient land to site a park & ride lot facility. The Partnership may secure said land either through an agreement with the Washington State Department of Transportation (WSDOT) under which WSDOT would reserve for ten (10) years, and then enter into a long term agreement with the County for use as a park & ride lot, a site of up to ten (10) acres which is located adjacent to the planned urban core of the Project, or through other means which are deemed acceptable by the County. Provided, however, the County, the Partnership and WSDOT may agree to explore a trade of the aforementioned ten acres of land should a more suitable site for the park & ride facility be identified in the future.

3) The Partnership should contribute toward the development of the park & ride lot facility, including but not limited to: preparing environmental analyses as defined in the scope of work for the SPAR Road EIS; including a the Metro park and ride facility as an authorized use within the

Annexation Agreement for Development Area 4 and the expansion south and east of Area 4; providing roadway access to the facility from the SPAR Road, if necessary; and sizing and locating off-site storm drainage facilities, water, and other utilities so they are available to serve the site.

4) The County and City should cooperate with the Partnership in the design of the park & ride lot facility after the environmental review process is complete. The County shall assure that the park & ride lot facility adheres to established construction standards and procedures.

5) The County should reserve up to $4,500,000 within its appropriated capital program to contribute toward the cost of developing the park & ride lot facility. Upon the Partnership's review and approval of the identified costs, the Partnership should ~~pay a significant share of~~ contribute $100,000 to the construction costs of the park & ride lot facility. The Partnership's contribution to the capital construction costs of the park & ride facility shall be exclusive of the non-monetary contributions identified in Sections 2 and 3 of this Attachment ~~taking into account the other non-monetary contributions made by the Partnership to the park & ride lot facility~~.

6) The Partnership and the County should explore a mutually beneficial financing mechanism for construction and maintenance of the park & ride lot facility. The options include, but are not be limited to, a long-term lease of the facility, a turnkey construction arrangement, a permanent easement, and exploration of other issues such as joint use of the facility and provision of maintenance and security services for the facility.

~~7) Any local transit service within the Grand Ridge Project should be operated by the County, subject to the County's usual process of determining service allocations, routes and schedules.~~

~~8) The Partnership should pay a significant portion of the cost of providing any such local transit service for a period of at least two years and not more than five years.~~

~~9) As ridership on such local service meets or exceeds productivity standards in use at the time, the County should reduce the Partnership's payment for local service and eventually absorb it as regular County service, subject to the County's usual productivity and service allocation standards.~~

~~10~~7) The Partnership should consult with the County and the City on the design of the overall Grand Ridge Project to insure that the goal of providing a transit- and pedestrian-oriented community is met. The parties' collaboration in planning shall include such issues that may affect the success of the goals and commitments outlined by the Partnership.

ATTACHMENT D

PARK AND RIDE FACILITY
TRIP REDUCTIONS
METHODOLOGY FOR DETERMINING GRAND RIDGE TRIP REDUCTION AND POTENTIAL CREDIT FOR PARK AND RIDE FACILITY

CRITICAL ASSUMPTIONS:

Current analysis was completed assuming up to 1,000 space Park and Ride lot; actual credit will not be calculated or applied until construction contract for the facility is executed and the size is known, pursuant to the Master Transportation Financing Agreement (MTFA).

Up to 400 spaces would be filled during the peak hour while the remainder would be filled during the peak shoulder hours or at non-peak times.

Grand Ridge residential trips would represent 5 to 6% of the peak spaces, equaling approximately 100 spaces.

Off site traffic currently passing through Grand Ridge to other Park and Ride facilities or driving to destinations which would now use the Grand Ridge Park and Ride facility equals 300 spaces (400-100 =300 intercepted trips).

Grand Ridge office trip reduction of up to 5% possible, based on reverse commute and amount of peak hour transit service.

METHOD OF CALCULATION

King County will calculate the potential Park and Ride credit using the foregoing assumptions, but based on the actual number of spaces made available for Park and Ride use on terms acceptable to the County. There are two portions of the potential credit: one for intercepted **Off-site Trips**; and one for **Office Trips**. The maximum credit for both portions will be determined by the number of spaces in the facility, as illustrated in the following table.

PROPORTIONAL SHARE TABLE

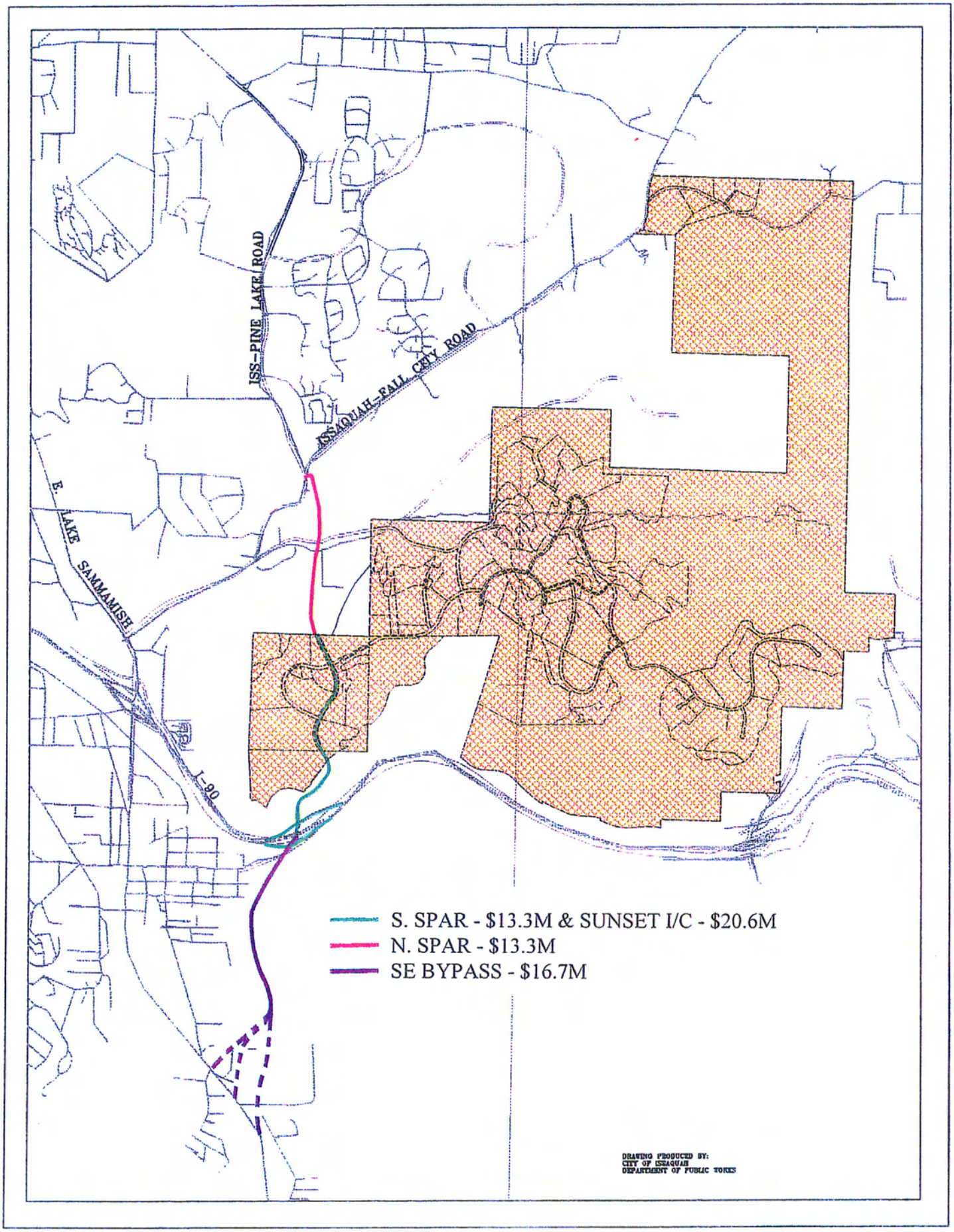
SPACES	MAXIMUM CREDIT	OFFICE SHARE	OFF-SITE SHARE
1,000	$3.17 M	$922 K	$2,245 K
800	$2.79 M	$922 K	$1,796 K
500	$1.70 M	$576 K	$1,123 K
350	$1.17 M	$380 K	$ 786 K
0	0	0	0

Since the Park and Ride facility may be constructed in phases, the credit may be adjusted over time as additional Park and Ride spaces are made available. These credits shall be increased by the ENR Index as described in Section 5.3 of the MTFA.

Office Trip Credit: In order to qualify for the potential Office Trip portion of the credit, the Grand Ridge Partnership is not required to make any financial contribution to the design and

construction of the Park & Ride facility. However, the credit will only be applied to the Partnership's "Remaining Portion of the Variable Amount" (as defined in Section 5.4.4 of the MTFA. Moreover, the credit will be applied only if the Park & Ride facility is located adjacent to the commercial office space in Grand Ridge, or failing that, if either: (1) the Partnership finances the provision of shuttle service between the facility and the Grand Ridge Office space during the peak commute hours; or (2) Park & Ride lot transit service stops at the office complex.

Off-site Trips: In order to qualify for the potential Off-site Trip portion of the credit, the Partnership is required to execute an agreement with the County as described in Attachment C and make significant contributions to the land acquisition, design and construction of the facility. Based on the commitments made by the Partnership in this subsequent agreement (to be negotiated following award of construction contracts for the Sunset Interchange and SPAR improvements), the County will place a value on the cash and in-kind contributions to be made by the Partnership, using the estimated savings to the County based on comparable park and ride projects. This value will set the maximum amount of the Off-site Trip portion of the credit earned by the Partnership. The credit to be applied will be set at the smaller of the following two figures: (1) the value of the Partnership's contributions to the facility; or (2) the value calculated for off-site trip credit, determined by the number of spaces to be provided in the facility.


ISS-PINE LAKE ROAD
ISSAQUAH-FALL CITY ROAD
E. LAKE SAMMAMISH
I-90
S. SPAR - $13.3M & SUNSET I/C - $20.6M
N. SPAR - $13.3M
SE BYPASS - $16.7M
DRAWING PRODUCED BY:
CITY OF ISSAQUAH
DEPARTMENT OF PUBLIC WORKS

Draft Dated: May 2, 1996

APPENDIX G

TERM DEED OF DEVELOPMENT RIGHTS, CONSERVATION EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS

[180 Acres]

THIS TERM DEED OF DEVELOPMENT RIGHTS, CONSERVATION EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS ("Term Deed") is made by and between _____ (hereinafter sometimes referred to as either "Grantor" or "the Partnership"), and KING COUNTY, a political subdivision of the State of Washington (hereinafter sometimes referred to as "Grantee" or "the County").

~~WHEREAS, the Partnership is the owner in fee of that certain real Property in King County, Washington, and more particularly described in Attachment A hereto, which is incorporated herein by this reference (the "Protected Property"); and~~

~~WHEREAS, the Partnership is the owner in fee of certain additional real property in King County which adjoins the Protective Property, more particularly described in Attachment B hereto, which is incorporated herein by this reference (the "County Land").~~

WHEREAS, the Partnership is the owner in fee of certain real property in King County, Washington, hereinafter referred to as the "SE Rural Parcel", which consists of approximately 330 acres and includes 150 acres, "the Rural Residential Area", designated for construction and development of up to 40 single family units, subject to the procedures and development standards set forth in the Grand Ridge Joint Agreement and a conservation area of 180 acres, the "Protected Property", which is the subject of this Term Deed; and

WHEREAS, the SE Rural Parcel and the Rural Residential Area are more particularly described in Exhibit A hereto, which is incorporated herein by this reference; and

WHEREAS, the Protected Property is more particularly described in Exhibit B hereto, which is incorporated herein by this reference; and

WHEREAS, the Partnership is the owner in fee of certain additional rural and urban property in King County, Washington, the "County Land" and "Grand Ridge UGA" respectively, which adjoins or connects to the SE Rural Parcel and is more particularly described in Exhibit C hereto, which is incorporated herein by this reference; and"

WHEREAS, the Protected Property possesses natural, scenic, open space, educational, and recreational value of great importance to the County, the people of King County and the people of the State of Washington; and

WHEREAS, the Partnership is willing to grant and convey to the County development rights and a conservation easement (the "Conservation Easement" or

development rights in the Protected Property and to restrict the use of the Protected Property on the terms and conditions hereinafter set forth in order to protect, preserve, maintain, improve, restore, limit the future use of, and otherwise conserve the Protected Property as open space; and

WHEREAS, the legislatively declared policies of the State of Washington, in the Revised Code of Washington (hereinafter "RCW") Chapter 84.34, provide that it is in the best interest of the State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, shoreline and scenic beauty for the economic and social well-being of the State and its citizens; and

WHEREAS, the Partnership further intends as owner of the Protected Property to convey to the County the right to preserve and protect the Protected Property for the term described herein; and

WHEREAS, the County is a home rule charter county government, is a government entity described in RCW 84.34.210, and has as one of its purposes the preservation of open space and critically important ecological systems within King County, Washington; and

WHEREAS, the County has planned cooperatively for appropriate land uses and infrastructure for the Grand Ridge area and has consented to the annexation of a portion of that area by the City of Issaquah.

WHEREAS, the Partnership, the County and the City of Issaquah have executed concurrently the Grand Ridge Joint Agreement dated _____, and this Term Deed is part of the overall cooperative land use plan for the Grand Ridge Property ("Grand Ridge Agreement").

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, obligations and restriction contained herein, the parties agree as follows:

1. Grant of Easement, Covenants, Obligations and Conditions. Pursuant to the laws of the State of Washington and in particular RCW 64.04.130 and RCW Chapter 84.34, the Partnership hereby voluntarily grants and conveys to the County development rights in, and a Conservation Easement in perpetuity over, the Protected Property on the terms, covenants, obligations and conditions set forth herein. The Partnership expressly intends that this Term Deed, including all covenants, obligations and conditions identified herein, runs with the land and the Term Deed, including all covenants, obligations and conditions identified herein, shall be binding upon the Partnership and the County, and the Partnership's and the County's personal representatives, heirs, successors and assigns.

2. Purpose. It is the purpose of this Term Deed to assure that the Protected Property will be retained forever (including after conveyance of fee title to the County under Section 24) in its rural, natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the preservation of the Protected Property in its current state. The Partnership intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Easement.

3. Rights of the County. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the County by this Easement and the County covenants and agrees to hold and limit use of the Protected Property as follows:

1 To preserve and protect the open space values of the Protected Property;

2 To enter upon the Protected Property at reasonable times to monitor the Partnership's compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to the Partnership, and the County shall not unreasonably interfere with the Partnership's use and quiet enjoyment of the Protected Property;

3 To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration by the Partnership, its personal representatives, heirs, successors or assigns of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use by the Partnership or any permittee, licensee, representative, successor, assignee, lessee, or tenant of the Partnership.

4. Prohibited and Permitted Activities and Uses. Any activity on or use of the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited and the Partnership and the County each acknowledges and agrees that it will neither conduct, engage in or permit any such activity or use. Except as provided in Section 4.3, use of the land is permanently restricted to solely Open Space Uses.

1 Open Space Uses. "Open Space Uses" as used herein, mean: uses that which would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space, or (v) enhance recreation opportunities, including a regional trail system and its support facilities such as a trailhead.

2 Prohibited Uses. Except as provided in Section 4.3, the following are prohibited:

a. The division, subdivision, "de facto" subdivision or short subdivision of the Protected Property (except as needed to convey fee title to the County under Section 24);

b. The draining, filling, dredging or diking of wetland areas and the alteration or manipulation of ponds or water courses located on the Protected Property, except that the preparation of and periodic use of portions of the Protected Property as naturally appearing surface water (retention/detention) facilities is permitted, with the written approval of the County;

c. The construction or installation of any water or septic system, pipeline, well or drainfield;

d. The logging, pruning or cutting of any timber, shrubs, grasses or other flora, except as necessary to preserve the Protected Property and its conservation values or as necessary to protect public health or safety;

e. The construction or installation above or below ground of any utility pole, power line or facility;

f. The conducting of any exploration for, development of or extraction of minerals and hydrocarbons;

g. The alteration of the surface of the Protected Property, including without limitation, the excavation or removal of soil, gravel, rock, or peat;

h. The paving of any surface of the Protected Property;

i. The installation of any structure, such as a mobile home or other form of live-in vehicle;

j. The dumping, storage or disposal of solid or liquid wastes or any trash, refuse or any other debris;

k. The operation of vehicles on the Protected Property, except as may be required in the course of any activity expressly permitted herein.

3 Permitted Uses Reserved to the Partnership.

.1 Boundary Control Mechanisms. The Partnership reserves the right to establish control mechanisms for the boundary between the Protected Property and the County Land~~.~~, consistent with the purpose of this Agreement (Section 2).

a. Area 1. The portion of the boundary shown as Area 1 on Appendix M shall allow the Eastern Access to the SE Rural Parcel. The Partnership may provide for fencing along the Area 1 boundary and shall use a planting screen or other planting measures to ensure the growth of a natural vegetative cover over such fencing at maturity of plant growth.

b. Area 2. The portion of the boundary shown as Area 2 on Appendix M lies near the proposed north/south public trail through the County Land. The County and the Partnership hereby adopt the control methods and hierarchy set forth in Appendix L to prevent trail users and other recreational visitors from entering the SE Rural Parcel. The Partnership may implement the control methods in the order set forth in the hierarchy in its discretion and without prior approval or review by the County, as long as the Partnership delivers written notice to the County ten (10) working days prior to moving to the next level in the hierarchy setting forth the Partnership's determination that, in accordance with Appendix L, the previously-imposed control mechanism did not adequately protect the Conservation Area from public access or interference; PROVIDED however, that the Partnership shall not move to Level 5 of the hierarchy described in Appendix L without prior consultation with the County. The Partnership agrees to implement the recommendations for barriers as set forth in Appendix L, including (1) closing the existing trail/phone alignment to public uses, and (2) measures at the intersection of the proposed trail with the Western Access. The County agrees to close and implement barriers on the existing trail northwest of the SE Rural Parcel 200 feet west of the point at which it intersects with the SE Rural Parcel.

c. Area 3. There shall be no restrictions on the manner in which the Partnership establishes or controls the boundary of the SE Rural Parcel in Area 3.

d. Installation and Maintenance. The Partnership shall be responsible and liable for the installation and maintenance of any property boundary controls. Should the Partnership fail to maintain any installed property boundary control, the County may give no less than fourteen (14) days written notice to the Partnership specifying the failure and a time within which the Partnership may correct the failure (except no notice or cure period is required if an emergency exists). Thereafter, the

County at its sole election may remove said boundary control and/or maintain said boundary controls and be entitled to full compensation from the Partnership for the reasonable costs of removal or maintenance by the County. Nothing herein shall require the Partnership to install or maintain a boundary control mechanism that would constitute a hazard to public safety.

e. Indemnification and Hold Harmless. The Partnership shall protect, defend, indemnify and hold the County, its officers, employees, and agents harmless from any and all claims, judgments, and/or awards of damages, arising out of or in any way resulting from the installation and/or maintenance of any property boundary control installed by the Partnership.

.2 Other Permitted Uses.

a. Construction and use of the Western Access and the Eastern Access to the SE Rural Parcel, including the construction and maintenance of gates to control access thereto, the location of which will be established as part of the County's clearing and grading permit review for construction of the ~~w~~Western ~~a~~Access, and utilities within the right of way of each access to serve the SE Rural Parcel;

b. Natural looking wells and drainage facilities to serve the SE Rural Parcel; provided, however, that such uses are allowed only in the event that there is no feasible alternative;

c. The Partnership specifically reserves the right to exclude and prohibit the public from access to and use of the Protected Property (including installation of security cameras or other similar security measures, and utility/telecommunications therefor and including the right to install property boundary control mechanisms as provided in Section 4.3.1 above) except this right to exclude and prohibit the public shall terminate as to any portion of the Protected Property which is conveyed in fee title to the County pursuant to Section ~~4.4~~ 24.

d. Utility transmission and delivery to the SE Rural Parcel through such facilities, and the construction and operation of such facilities, as are mutually approved by the Partnership, the County and the pertinent utility service provider.

e. Footpaths for use by the Partnership.

f. Clearing and grading necessary or incidental to permitted uses set forth herein, subject to applicable code requirements.

4. Defined Terms. As used herein, "Eastern Access" shall mean that driveway for access limited to three residences extending from 280th Avenue SE to the three residences in the SE Rural Parcel (and shall not include internal roads within the 150 acre Rural Residential Area). As used herein, "Western Access" shall means that roadway providing access from the eastern edge of the UGA portion of the Grand Ridge Property to the western edge of the 150 acre Rural Residential Area (and shall not include internal roads within the 150 acre Rural Residential Area).

5. County Approval. Where County approval is required herein, the County shall grant or withhold its approval in writing within 20 business days of receipt of the Partnership's written request therefor. In the event that the nature of the activity for which approval is sought is such that said time period is inadequate, the County shall be entitled to a reasonable extension of said time for approval upon a showing by the County of such need and a written notice to the Partnership of the reasonable amount of time

necessary for said approval. County approval may be withheld only upon a reasonable determination by the County that the proposed action is or will be inconsistent with the purpose of this Conservation Easement or any of the covenants, obligations or conditions herein. County approval may include reasonable conditions which must be satisfied in undertaking the proposed activity or use.

6. Dispute Resolution and Arbitration. If a dispute arises between the Partnership and the County concerning the consistency of any present or proposed activity or use with the purposes of this Conservation Easement or any of its covenants, obligations or conditions, and the Partnership agrees not to proceed with the activity or use pending the resolution of the dispute. The parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to arbitration by request made in writing upon the other. Within 30 days of receipt of such request, the parties shall select an arbitrator to hear the matter. If the parties are unable to agree on the selection of an arbitrator then the presiding judge for King County Superior Court shall appoint one. The matter shall be settled in accordance with RCW Chapter 7.04 or its successor, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The provisions of this section shall not apply to a decision by the Partnership to implement boundary control mechanisms pursuant to Section 4.3.1(b) above.

7. Remedies. If either the County or the Partnership determine that the other party is in violation of the terms of this Conservation Easement or that a violation is threatened, then that party shall give written notice to the other of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any prohibited activity or use or any activity or use which is inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured. If the party receiving notice fails to cure the violation within 30 days after receipt of the notice thereof from the notifying party or under circumstances where the violating cannot reasonably be cured within a 30-day period, fails to begin curing such violati~~ngon~~ within the 30-day period or fails to continue diligently to cure such violation until finally cured, the notifying party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to enjoin the violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to the Protected Property protected by this Conservation Easement, including damages for the loss of scenic or environmental values; or to require the restoration of the Protected Property to the condition that existed prior to such injury. Without limiting liability therefore, the enforcing party, in its sole discretion, may apply any damages recovered to the costs of undertaking corrective action on the Protected Property and the other party shall permit enforcing party and its employees, agents, or contractors to have access to the Protective Property upon reasonable prior notice to undertake and complete such corrective action. If enforcing party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Prospective Property, enforcing party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for cure to expire; provided, that if enforcing party seeks legal action in the Court, the procedural requirements of the Rules of Court shall control, including any requirement of notice. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations under the terms of this Conservation Easement and each party agrees that remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the enforcing party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory,

in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity and in addition to recourse to arbitration under Section 6 herein.

8. Costs of Enforcement. Any cost incurred by either party enforcing the terms of this Conservation Easement, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by the other party's violation of the terms of this Conservation Easement shall be born by nonprevailing party, as may be awarded by a court of competent jurisdiction.

9. The County's Discretion; Nonwaiver. The County acknowledges its commitment to protect the conservation purposes of the Conservation Easement. Any particular enforcement of the terms of this Easement shall be at the discretion of each party as to their respective interests, and any forbearance by either party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver of such term or of any right to take enforcement or other action with respect to any subsequent breach of the same or any other term of this Easement or of any of either party's rights under this Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of any right under this Easement.

10. Waiver of Certain Claims and Defenses. Each party acknowledges it has carefully reviewed this Term Deed of Conservation Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provision of this Term Deed of Conservation Easement, each party hereby waives any claim or defense it may have against the other or its successors in interest under or pertaining to this Term Deed of Conservation Easement based upon waiver, laches, estoppel, or prescription.

11. Acts Beyond the Partnership's or the County's Control. Nothing contained in this Easement shall be construed to entitle the Partnership or the County to bring any action against the other to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or changes in the Protected Property resulting from causes beyond the Partnership's or the County's control, as the case may be, including without limitation natural changes, fire, flood, storm, or earth movement, or from any prudent action taken by the Partnership or the County under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers.

12. The Partnership's Indemnity and Hold Harmless. Except as to property boundary controls, which is addressed in Section 4.3 above, the Partnership shall protect, defend, indemnify and hold harmless the County, its agents, employees, officials and officers from, and shall process and defend at its own expense, any and all claims, demands, suites, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the Partnership's execution of or negligent or wrongful acts in the performance of, or failure to perform this Term Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the County, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of the negligence of the Partnership or its personal representatives, heirs, successors, or assigns; and PROVIDED FURTHER, that nothing in this paragraph

shall require the Partnership to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees and/or officers. The Partnership's obligation under this paragraph shall include indemnification for claims made by the Partnership or its personal representatives, heirs, successors or assigns. The Partnership's indemnification shall be for the benefit of the County as an entity, and not for members of the general public.

13. County's Indemnity and Hold Harmless. Except as to property boundary controls, which are addressed in Section 4.3 above, the County shall protect, defend, indemnify and hold harmless the Partnership, its personal representatives, heirs, successors, or assigns, from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the Partnership arising out of or incident to the County's negligent acts or omissions in the performance of, or failure to perform this Term Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the Partnership, its personal representatives, heirs, successors, or assigns, this paragraph shall be valid and enforceable only to the extent of the negligence of County, its agents, employees, and/or officers; and PROVIDED FURTHER, that nothing in this paragraph shall require County to indemnify, hold harmless, or defend the Partnership, its personal representatives, heirs, successors, or assigns from any claims caused by or resulting from the sole negligence of the Partnership, its personal representatives, heirs, successors, or assigns. The County's obligation under this paragraph shall include indemnification for claims made by County or its agents, employees, and/or officers.

14. Extinguishment.

1 Frustration of Purpose. If circumstances arise in the future that render the purpose of this Term Deed impossible or impractical to accomplish, this Term Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the County shall be entitled from the Partnership, its personal representatives, heirs, successors or assigns, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 10.1 herein. All such proceeds shall be used in a manner consistent with the conservation purposes of the County.

2 Failure to Approve Plat or Permit. The Term Deed shall be terminated and extinguished in its entirety if no ~~final~~ preliminary plat, ~~final~~ preliminary short plat or commercial, retail or residential building permit is approved by the City of Issaquah or King County within the Rural Residential Area or the Grand Ridge Urban Growth Area within twenty (20) years of the effective date of the Grand Ridge Joint Agreement. Such termination and extinguishment shall occur automatically and without action by any party, but the County, upon the Partnership's written request, shall execute and deliver to the Partnership, in recordable form, a release of all rights to confirm this termination and extinguishment.

3 Rural Development. This Term Deed shall be terminated and extinguished in its entirety upon the occurrence of the following: (a) the Partnership delivers written notice to the City and County, prior to approval of the first preliminary plat or issuance of the first commercial, retail or residential building permit within the Rural Residential Area or the Grand Ridge Urban Growth Area annexed to the City, stating that the Partnership

elects to pursue rural development through short plat applications for 5-acre lots which are pending on the date of recording of this Term Deed; and (b) the Partnership records a covenant on the annexed portion of Grand Ridge which precludes in perpetuity any further subdivision, condominium declaration or other method of increasing density of the lots created through such short plats.

15. Proceeds. This Term Deed constitutes a real property interest immediately vested in the County, which, for the purposes of Section 14 herein, the parties stipulate to have a fair market value based on a mutually agreeable appraisal of the value at the time when the information is required; however, if the Partnership and the County cannot agree on an appraisal of the fair market value, the issue of value shall be submitted for binding arbitration following the procedures set forth in Section 6. The cost of any such appraisals required herein will be shared equally by both parties.

16. Condemnation. If the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain by an agency other than the County, the County shall be entitled to compensation in accordance with applicable law for the property interests that it has acquired by this Term Deed, and Section 15 herein shall not be determinative of the interest condemned or taken.

17. Amendment. If circumstances arise under which an amendment to or modification of this Term Deed would be appropriate, the Partnership, or the then owner of the Protected Property, and the County are free to jointly amend this Term Deed; provided, that no amendment shall be allowed that will adversely affect the qualification of this Term Deed or the status of the County under any applicable laws, including RCW 64.04.130 or Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Term Deed, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of King County, Washington, and any other jurisdiction in which such recording is required.

18. Assignment. This Term Deed, and all rights and obligations contained herein including the right to enforce the Term Deed, are transferable, but the County may assign its rights and obligations under this Term Deed only to a governmental entity or an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, the County shall require that the conservation purposes that this Term Deed is intended to advance continue to be carried out by the transferee.

19. Subsequent Transfers. The Partnership agrees to reference the terms of this Term Deed in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest of any duration. The Partnership further agrees to give written notice to the County of the transfer of any interest no later than twenty (20) days prior to the date of such transfer. The failure of the Partnership to perform any act required by this paragraph shall not impair the validity of this Term Deed or limit its enforceability in any way.

20. Estoppel Certificates. Upon request by the Partnership, the County shall within twenty (20) days execute and deliver to the Partnership any document, including an estoppel certificate, which certifies the Partnership's compliance with any obligation of the Partnership contained in this Term Deed

and otherwise evidences the status of this Term Deed.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To the Partnership:	Grand Ridge Limited Partnership c/o Port Blakely Communities 830 Logan Building Seattle, Washington 98104 Attn: James E. Warjone and Judd Kirk
with a copy to:	Davis Wright Tremaine 2600 Century Square 1501 Fourth Avenue Seattle, Washington 98101-1688 Attn: Thomas A. Goeltz
To the County:	King County King County Courthouse 516 Third Avenue Seattle, Washington 98104 Attn: King County Executive's Office
with a copy to:	King County Prosecuting Attorneys' Office (Civil Division) King County Courthouse E-550 Fifth Floor 516 Third Avenue Seattle, Washington 98104 Attn: Chief of Civil Division

or to such other address as either party from time to time shall designate by written notice to the other. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this paragraph.

22. Recordation. The County shall record this instrument in timely fashion in the official records of King County, Washington, and other appropriate jurisdictions and the County may rerecord it at any time as may be required to preserve its rights in this Term Deed.

23. General Provisions.

1 Controlling Law. The interpretation and performance of this Term Deed shall be governed by the laws of the State of Washington.

2 Compliance With Law. The Partnership and the County shall comply with all federal, state or local laws, statutes, ordinances or governmental rules or regulations now in force or which may hereafter be enacted or promulgated relating to or affecting the condition or use of the Protected Property.

3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Term Deed shall be liberally construed in favor of the grant to effect the purpose of this Term Deed and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Term Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

4 Severability. If any provision of this Term Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Term Deed, or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Term Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Term Deed, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 17 herein.

6 Successors. The covenants, terms, conditions, and restrictions of this Term Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Protected Property.

7 Termination of Rights and Obligations. A party's rights and obligations under this Term Deed terminate upon transfer of the party's interest in the Term Deed or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

9 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

10 Enforcement. The Partnership, its successors and assigns as described herein, the County and the City of Issaquah each has the separate and independent right to enforce the terms of this Term Deed, including all of the remedies specified in Section 7, including but not limited to insuring continued open space uses under Section 3 and the use limitations and reservations in Section 4. Upon conveyance of fee title to the County, pursuant to Section 24, the provisions of this Term Deed shall not terminate and such title will be conveyed subject to the provisions of this Term Deed, to exist in perpetuity and be enforceable in accordance with this section. The parties acknowledge that the use limitations in this Term Deed benefit the Partnership's UGA property~~, the rural parcels and the City's open space.~~ and the SE Rural Parcel; however, the enforcement rights of the Partnership under this Term Deed shall be limited to the Partnership itself, a representative of the owner(s) of the Rural Residential Area, and up to three (3) designated entities within the UGA property, such as a master association of property owners, a successor developer or owner of property within the UGA, or a conservation organization and after the date the Partnership notifies the County in writing of the Partnership's designation.

24. Conveyance of Pro Rata Fee Title.

1 Dedication of Open Space if More Than Fifteen (15) Residential Units. For each residential unit in excess of fifteen (15)~~,~~ built in the Rural Residential Area, the Partnership shall convey to the County fee title to seven (7) acres of the ~~Conservation Area~~ Protected Property. This conveyance shall occur at the time the County issues a building permit for any

unit built in the Rural Residential Area in excess of 15, but the conveyance obligation shall be expressly stated as a condition of short plat approval. The parties agree that such conveyance is reasonably necessary to mitigate direct impacts of associated development. The Partnership's conveyance shall reserve a beneficial interest in the Conservation Easement and contain other provisions described in this ~~Attachment~~ Appendix G, and the conveyance shall be subject to encumbrances of record approved by the County. In conveying fee title to the County, the Partnership shall reserve for itself and its successors and assigns easements for the Western Access and Eastern Access to serve the Rural Residential Area as provided in ~~Section 4.3.8~~ the Grand Ridge Joint Agreement. Development rights attributable to those portions of the ~~Conservation Area~~ Protected Property conveyed to the County shall be retained by the Partnership and transferred to the Rural Residential Area. The portion(s) of the ~~Conservation Area~~ Protected Property conveyed to the County under this Section ~~4.3.4~~ 24 shall be selected in the discretion of the Partnership, subject to the condition that such area(s) be contiguous to and integrate with the County Land. The County shall cooperate with the Partnership in creating legally conveyable parcels within the ~~Conservation Area~~ Protected Property, including but not limited to not unreasonably withholding approval for any required lot line adjustments, short plats, plats or other approvals.

2 Credit for Excess Dedication. If the Partnership conveys to the County portions of the ~~Conservation Area~~ Protected Property, in excess of the 7-acre per residential unit ratio under Section ~~4.3.4~~ 24.1, then such excess area shall be credited against the Partnership's future obligation to convey to the County portions of the ~~Conservation Area~~ Protected Property in connection with development of additional residential units. However, should the Partnership elect to convey in excess of the 7-acre ratio, the County shall neither be compelled to grant development in excess of the units allowed under this Section ~~4.3~~, nor shall the County be required to convey any excess back to the Partnership should no additional units be allowed.

3 No Merger. The parties recognize that fee title to some or all of the Protected Property may be conveyed to King County under this Section 24 of this Term Deed. Notwithstanding conveyance of fee title to the County, there shall be no merger of the Conservation Easement created hereunder, and the uses, limitations and other terms of this Term Deed shall continue to be enforceable thereafter.

TO HAVE AND TO HOLD unto the County, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Partnership has executed this instrument this ____ day of _____, 19___. The Partnership holds that by his/her execution of this Term Deed that he/she offers such Term Deed according to the terms and conditions set forth herein. In consideration for the expenditure by the County of public funds to analyze the feasibility of accepting such grant, the Partnership agrees only to exercise his/her right to revoke the offer in the even that the County fails to: accept and execute the Term Deed, as evidenced by the Partnership's authorized signature herein, by _____, 19__.

_____
Partnership, Grantor

_____
Partnership, Grantor

Appendix G \ 5.2.96

ATTACHMENTS:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that [he/she] signed the same as [his/her] free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

KING COUNTY does hereby accept and execute the above Term Deed of Conservation Easement, Covenants, Obligations and Conditions.

Dated: _____ KING COUNTY, Grantee

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ for the King County Government, the local government that executed the within and foregoing instrument, and acknowledged that [he/she] signed the same as [his/her] free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 19__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the

_____
of King County, the county that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said county, for the uses and purposes
therein mentioned, and on oath stated [he/she] was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

Draft dated: May 2, 1996

APPENDIX H

TERM DEED OF DEVELOPMENT RIGHTS, CONSERVATION AND TRAIL EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS

[1,062 Acres]

THIS TERM DEED OF DEVELOPMENT RIGHTS, CONSERVATION AND TRAIL EASEMENT, COVENANTS, OBLIGATIONS AND CONDITIONS ("Term Deed") is made by and between _____ (hereinafter sometimes referred to as either "Grantor" or "the Partnership"), and KING COUNTY, a political subdivision of the State of Washington (hereinafter sometimes referred to as either "Grantee" or "the County").

WHEREAS, the Partnership is the owner in fee of that certain real Property in King County, Washington, and more particularly described in Attachment A hereto, which is incorporated herein by this reference (the "Protected Property"); and

WHEREAS, the Partnership is the owner in fee of certain additional real property in King County, hereinafter referred to as the "SE Rural Parcel", which consists of the "Rural Residential Area" (150 acres) and the "Conservation Area" (180 acres) and the "Grand Ridge UGA", which adjoins the Protected Property and are more particularly described in Attachment B hereto, which is incorporated herein by this reference ; and

WHEREAS, the Protected Property possesses natural, scenic, open space, educational, and recreational value of great importance to the County, the people of King County and the people of the State of Washington; and

WHEREAS, the Partnership is willing to grant and convey to the County development rights and a conservation, trail and road crossing easement (the "Conservation Easement" or "Easement"), the effect of which is to grant and convey to the County the development rights in the Protected Property and to restrict the use of the Protected Property on the terms and conditions hereinafter set forth in order to protect, preserve, maintain, improve, restore, limit the future use of, and otherwise conserve the Protected Property as open space; and

WHEREAS, the legislatively declared policies of the State of Washington, in the Revised Code of Washington (hereinafter "RCW") Chapter 84.34, provide that it is in the best interest of the State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, shoreline and scenic beauty for the economic and social well-being of the State and its citizens; and

WHEREAS, the Partnership further intends as owner of the Protected Property to convey to the County the right to preserve and protect the Protected Property for the term described herein; and

right to use a portion of the Protected Property for a public trail as a part of the County's regional trail system; and

WHEREAS, the County is a home rule charter county government, is a government entity described in RCW 84.34.210, and has as one of its purposes the preservation of open space and critically important ecological systems within King County, Washington;

WHEREAS, the County has planned cooperatively for appropriate land uses and infrastructure for the Grand Ridge area and has consented to the annexation of a portion of that area by the City of Issaquah;

WHEREAS, the County and the City will agree to cooperatively plan the regional trails system to ensure the public's ability to access that system while also protecting the eco-system and wildlife corridors; and

WHEREAS, the Partnership, the County and the City of Issaquah have executed concurrently the Grand Ridge Joint Agreement dated _____, and this Term Deed is part of the overall cooperative land use plan for the Grand Ridge Property ("Grand Ridge Agreement").

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, obligations and restriction contained herein, the parties agree as follows:

1. Grant of Easement, Covenants, Obligations and Conditions. Pursuant to the laws of the State of Washington and in particular RCW 64.04.130 and RCW Chapter 84.34, the Partnership hereby voluntarily grants and conveys to the County development rights in, and a Conservation Easement in perpetuity over, the Protected Property and a fifty (50) foot wide road crossing easement connecting any intersected portions of the County's regional trail established across the protected Property, on the terms, covenants, obligations and conditions set forth herein. The Partnership expressly intends that this Term Deed, including all covenants, obligations and conditions identified herein, runs with the land and the Term Deed, including all covenants, obligations and conditions identified herein, shall be binding upon the Partnership and the County, and the Partnership's and the County's personal representatives, heirs, successors and assigns.

2. Purpose. It is the purpose of this Term Deed to assure that the Protected Property will be retained forever (including after conveyance of fee title to the County under Section 24) in its rural, natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the preservation of the Protected Property in its current state. The Partnership intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Easement.

3. Rights of the County. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the County by this Easement and the County covenants and agrees to hold and limit use of the Protected Property as follows:

(1) To preserve and protect the open space values of the Protected Property;

(2) To enter upon the Protected Property at reasonable times to monitor the Partnership's compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to the Partnership, and the County shall not unreasonably interfere with the Partnership's use and quiet enjoyment of the Protected

Property;

(3) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration by the Partnership, its personal representatives, heirs, successors or assigns of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use by the Partnership or any permittee, licensee, representative, successor, assignee, lessee, or tenant of the Partnership;

(4) To allow access by the public and the County's employees, contractors and agents to the Protected Property between the hours of 6:00 a.m. and 11:00 p.m. for passive public recreational and educational uses associated with the development, construction, maintenance and operation of a portion of the County's regional trail system;

(5) To use a portion of the Protected Property for a public trail for pedestrian, bicycle, equestrian and other non-motorized uses, together with the right to use a portion of the Protected Property for improvement, construction, alteration and maintenance of such trail, and together with the right to make all necessary slopes for cuts and fills on each side of the trail.

(6) To cross the right-of-way of any road constructed by the Partnership to provide access to properties or facilities located outside of the Protected Property, but which road right-of-way intersects any portion of the County's regional trail, which is located on the Protected Property.

4. Prohibited and Permitted Activities and Uses. Any activity on or use of the Protected Property inconsistent with the purposes of this Conservation Easement is prohibited and the Partnership and the County each acknowledges and agrees that it will neither conduct, engage in or permit any such activity or use. Except as provided in Section 4.3, use of the land is permanently restricted to solely Open Space Uses.

(1) Open Space Uses. "Open Space Uses" as used herein, mean: uses that which would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space, or (v) enhance recreation opportunities, including a regional trail system and its support facilities, such as a trailhead;

(2) Prohibited Uses. Except as provided in Section 4.3, the following are prohibited:

a. The division, subdivision, "de facto" subdivision or short subdivision of the Protected Property (except as needed to convey fee title to the County under Section 24);

b. The draining, filling, dredging or diking of wetland areas and the alteration or manipulation of ponds or water courses located on the Protected Property, except that the preparation of and periodic use of portions of the Protected Property as naturally appearing surface water (retention/detention) facilities is permitted, with the written approval of the County;

c. The construction or installation of any water or septic system, pipeline, well or drainfield;

d. The logging, pruning or cutting of any timber, shrubs, grasses or other flora, except as necessary to preserve the Protected Property and its conservation values or as necessary to protect public health or safety or as a necessary part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property;

e. The construction or installation above or below ground of any utility pole, power line or facility, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property;

f. The conducting of any exploration for, development of or extraction of minerals and hydrocarbons;

g. The alteration of the surface of the Protected Property, including without limitation, the excavation or removal of soil, gravel, rock, or peat, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property;

h. The paving of any surface of the Protected Property, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property;

i. The installation of any structure, such as a mobile home or other form of live-in vehicle, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property and in such case for only a temporary period of time;

j. The dumping, storage or disposal of solid or liquid wastes or any trash, refuse or any other debris, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property and in such case for only a temporary period of time;

k. The operation of vehicles on the Protected Property, except as may be required in the course of any activity expressly permitted herein, except as may be necessary as part of the improvement, construction and maintenance of the portion of the County's regional trail system, which is located on the Protected Property;

(3) <u>Other Permitted Uses</u>.

a. One road right of way to provide western access to the SE Rural Parcel, the location of which will be established as part of the County's clearing and grading permit review for construction of the Western Access, and utilities within the right of way to serve the SE Rural Parcel;

b. Utility transmission and delivery through such facilities, and the construction and operation of such facilities, as are mutually approved by the County and the pertinent utility service provider;

c. Construction and operation of a water tank and an access road by the City of Issaquah within the area identified for this purpose;

d. Low impact uses, such as foot paths and environmental monitoring, upon the mutual approval of the Partnership and the County

e. Natural appearing surface water facilities (such as detention tracts, recharge tracts and water quality/detention tracts) including two ponds totaling approximately three acres in the County UGA Open Space as described in the drainage plan for the Project, provided, however, that in the Rural Open Space such uses are allowed only if there is no feasible alternative and written approval is provided by the County; and

f. Clearing and grading necessary or incidental to permitted uses set forth herein, subject to applicable code requirements.

(4) Defined Terms. As used herein, "Eastern Access" shall mean that driveway for access limited to three residences extending from 280th Avenue SE to the three residences in the SE Rural Parcel (and shall not include internal roads within the 150 acre Rural Residential Area). As used herein, "Western Access" shall means that roadway providing access from the eastern edge of the UGA portion of the Grand Ridge Property to the western edge of the 150 acre Rural Residential Area (and shall not include internal roads within the 150 acre Rural Residential Area).

5. County Approval. Where County approval is required herein, the County shall grant or withhold its approval in writing within 20 business days of receipt of the Partnership's written request therefor. In the event that the nature of the activity for which approval is sought is such that said time period is inadequate, the County shall be entitled to a reasonable extension of said time for approval upon a showing by the County of such need and a written notice to the Partnership of the reasonable amount of time necessary for said approval. County approval may be withheld only upon a reasonable determination by the County that the proposed action is or will be inconsistent with the purpose of this Conservation Easement or any of the covenants, obligations or conditions herein. County approval may include reasonable conditions which must be satisfied in undertaking the proposed activity or use.

6. Dispute Resolution and Arbitration. If a dispute arises between the Partnership and the County concerning the consistency of any present or proposed activity or use with the purposes of this Conservation Easement or any of its covenants, obligations or conditions, the Partnership agrees not to proceed with the activity or use pending the resolution of the dispute. The parties shall meet together to discuss the dispute and attempt resolution. Thereafter, either party may refer the dispute to arbitration by request made in writing upon the other. Within 30 days of receipt of such request, the parties shall select an arbitrator to hear the matter. If the parties are unable to agree on the selection of an arbitrator then the presiding judge for King County Superior Court shall appoint one. The matter shall be settled in accordance with RCW Chapter 7.04 or its successor, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof.

7. Remedies. If either the County or the Partnership determines that the other party is in violation of the terms of this Conservation Easement or that a violation is threatened, then that party shall give written notice to the other of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any prohibited activity or use or any activity or use which is inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Property so injured. If the party receiving notice fails to cure the violation within 30 days after receipt of the notice thereof from the notifying party or under circumstances where the violating cannot reasonably be cured within a 30-day period, fails to begin curing such violati~~ng~~on within the 30-day period or fails to continue diligently to cure such violation until finally cured, the notifying party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of

this Conservation Easement; to enjoin the violation by temporary or permanent injunction; to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to the Protected Property protected by this Conservation Easement, including damages for the loss of scenic or environmental values; or to require the restoration of the Protected Property to the condition that existed prior to such injury. Without limiting liability therefore, the enforcing party, in its sole discretion, may apply any damages recovered to the costs of undertaking corrective action on the Protected Property and the other party shall permit enforcing party and its employees, agents, or contractors to have access to the Protective Property upon reasonable prior notice to undertake and complete such corrective action. If enforcing party, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Prospective Property, enforcing party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for cure to expire; provided, that if enforcing party seeks legal action in the Court, the procedural requirements of the Rules of Court shall control, including any requirement of notice. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations under the terms of this Conservation Easement and each party agrees that remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the enforcing party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity and in addition to recourse to arbitration under Section 6 herein.

8. Costs of Enforcement. Any cost incurred by either party enforcing the terms of this Conservation Easement, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by the other party's violation of the terms of this Conservation Easement shall be born by nonprevailing party, as may be awarded by a court of competent jurisdiction.

9. County Discretion; Nonwaiver. The County acknowledges its commitment to protect the conservation purposes of the Conservation Easement. Any particular enforcement of the terms of this Easement shall be at the discretion of each party as to their respective interests, and any forbearance by either party to exercise its rights under this Easement in the event of any breach of any term of this Easement by the other party shall not be deemed or construed to be a waiver of such term or of any right to take enforcement or other action with respect to any subsequent breach of the same or any other term of this Easement or of any of either party's rights under this Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of any right under this Easement.

10. Waiver of Certain Claims and Defenses. Each party acknowledges it has carefully reviewed this Term Deed of Conservation Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provision of this Term Deed of Conservation Easement, each party hereby waives any claim or defense it may have against the other or its successors in interest under or pertaining to this Term Deed of Conservation Easement based upon waiver, laches, estoppel, or prescription.

11. Acts Beyond the Partnership's or County's Control. Nothing contained in this Easement shall be construed to entitle the Partnership or the

County to bring any action against the other to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or changes in the Protected Property resulting from causes beyond the Partnership's or County's control, as the case may be, including without limitation natural changes, fire, flood, storm, or earth movement, or from any prudent action taken by the Partnership or the County under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes, or from acts of trespassers.

12. Partnership's Indemnity and Hold Harmless. The Partnership shall protect, defend, indemnify and hold harmless the County, its agents, employees, officials and officers from, and shall process and defend at its own expense, any and all claims, demands, suites, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the Partnership's execution of, performance of, or failure to perform this Term Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the County, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of the negligence of the Partnership or its personal representatives, heirs, successors, or assigns; and PROVIDED FURTHER, that nothing in this paragraph shall require the Partnership to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees and/or officers. The Partnership's obligation under this paragraph shall include indemnification for claims made by the Partnership or its personal representatives, heirs, successors or assigns. The Partnership's indemnification shall be for the benefit of the County as an entity, and not for members of the general public.

13. County's Indemnity and Hold harmless. The County shall protect, defend, indemnify and hold harmless the Partnership, its personal representatives, heirs, successors, or assigns, from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages or costs of any kind whatsoever (hereinafter "claims") brought against the Partnership arising out of or incident to the County's execution of or negligent acts or omissions in the performance of, or failure to perform this Term Deed; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the Partnership, its personal representatives, heirs, successors, or assigns, this paragraph shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees, and/or officers; and PROVIDED FURTHER, that nothing in this paragraph shall require the County to indemnify, hold harmless, or defend the Partnership, its personal representatives, heirs, successors, or assigns from any claims caused by or resulting from the sole negligence of the Partnership, its personal representatives, heirs, successors, or assigns. The County's obligation under this paragraph shall include indemnification for claims made by the County or its agents, employees, and/or officers.

14. Extinguishment.

1 Frustration of Purpose. If circumstances arise in the future that render the purpose of this Term Deed impossible or impractical to accomplish, this Term Deed can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which the County shall be entitled ~~form~~ from the Partnership, its personal representatives, heirs, successors or assigns, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Washington law at the time, in accordance with Section 10.1 herein. All such proceeds shall be used in a manner consistent with the conservation purposes of the County.

2 Failure to Approve Plat or Permit. This Term Deed shall be terminated and extinguished in its entirety if no ~~final~~ preliminary plat or commercial, retail or residential building permit is approved by the City of Issaquah or King County covering the property within the Grand Ridge Urban Growth Area within twenty (20) years of the effective date of the Grand Ridge Joint Agreement. Such termination and extinguishment shall occur automatically and without action by any party, but the County, upon the Partnership's written request, shall execute and deliver to the Partnership, in recordable form, a release of all rights to confirm this termination and extinguishment.

3 Rural Development. This Term Deed shall be terminated and extinguished in its entirety upon the occurrence of the following: (a) the Partnership delivers written notice to the City and County, prior to approval of the first preliminary plat or issuance of the first commercial, retail or residential building permit within the Grand Ridge Urban Growth Area annexed to the City, stating that the Partnership elects to pursue rural development through short plat applications for 5-acre lots which are pending on the date of recording of this Term Deed; and (b) the Partnership records a covenant on the annexed portion of Grand Ridge which precludes in perpetuity any further subdivision, condominium declaration or other method of increasing density of the lots created through such short plats.

15. Proceeds. This Term Deed constitutes a real property interest immediately vested in the County, which, for the purposes of Section 14 herein, the parties stipulate to have a fair market value based on a mutually agreeable appraisal of the value at the time when the information is required; however, if the Partnership and the County cannot agree on an appraisal of the fair market value, the issue of value shall be submitted for binding arbitration following the procedures set forth in Section 6. The cost of any such appraisals required herein will be shared equally by both parties.

16. Condemnation. If the Protected Property is taken, in whole or in part, by exercise of the power of eminent domain by an agency other than the County, the County shall be entitled to compensation in accordance with applicable law for the property interests that it has acquired by this Term Deed, and Section 15 herein shall not be determinative of the interest condemned or taken.

17. Amendment. If circumstances arise under which an amendment to or modification of this Term Deed would be appropriate, Partnership, or the then owner of the Protected Property, and the County are free to jointly amend this Term Deed; provided, that no amendment shall be allowed that will adversely affect the qualification of this Term Deed or the status of the County under any applicable laws, including RCW 64.04.130 or Section 170(h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purpose of this Term Deed, and shall not affect its perpetual duration.

Any such amendment shall be recorded in the official records of King County, Washington, and any other jurisdiction in which such recording is required.

18. Assignment. This Term Deed, and all rights and obligations contained herein including the right to enforce the Term Deed, are transferable, but the County may assign its rights and obligations under this Term Deed only to a governmental entity or an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, the County shall require that the conservation purposes that this ~~grant~~ Term Deed is intended to advance continue to be carried out by the transferee.

19. Subsequent Transfers. Partnership agrees to reference the terms of this Term Deed in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest of any duration. The Partnership further agrees to give written notice to the County of the transfer of any interest no later than twenty (20) days prior to the date of such transfer. The failure of the Partnership to perform any act required by this paragraph shall not impair the validity of this Term Deed or limit its enforceability in any way.

20. Estoppel Certificates. Upon request by the Partnership, the County shall within twenty (20) days execute and deliver to the Partnership any document, including an estoppel certificate, which certifies the Partnership's compliance with any obligation of the Partnership contained in this Term Deed and otherwise evidences the status of this Term Deed.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Partnership:	Grand Ridge Limited Partnership c/o Port Blakely Communities 830 Logan Building Seattle, Washington 98104 Attn: James E. Warjone and Judd Kirk
with a copy to:	Davis Wright Tremaine 2600 Century Square 1501 Fourth Avenue Seattle, Washington 98101-1688 Attn: Thomas A. Goeltz
To the County:	King County King County Courthouse 516 Third Avenue Seattle, Washington 98104 Attn: King County Executive
with a copy to:	King County Prosecuting Attorneys' Office (Civil Division) King County Courthouse E-550 Fifth Floor 516 Third Avenue Seattle, Washington 98104 Attn: Chief of Civil Division

or to such other address as either party from time to time shall designate by written notice to the other. All notices shall be deemed given on the third day following the day the notice is mailed in accordance with this paragraph.

22. Recordation. The County shall record this instrument in timely fashion in the official records of King County, Washington, and other appropriate jurisdictions and the County may re-record it at any time as may be required to preserve its rights in this Term Deed.

23. General Provisions.

1 Controlling Law. The interpretation and performance of this Term Deed shall be governed by the laws of the State of Washington.

2 Compliance With Law. The Partnership and the County shall comply with all federal, state or local laws, statutes, ordinances or governmental rules or regulations now in force or which may hereafter be enacted or promulgated relating to or affecting the condition or use of the Protected Property.

3 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Term Deed shall be liberally construed in favor of the grant to effect the purpose of this Term Deed and the policy and purpose of RCW 64.04.130 and Chapter 84.34 RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Term Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

4 Severability. If any provision of this Term Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Term Deed, or the application of such provision to person or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

5 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Term Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Term Deed, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 17 herein.

6 Successors. The covenants, terms, conditions, and restrictions of this Term Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Protected Property.

7 Termination of Rights and Obligations. A party's rights and obligations under this Term Deed terminate upon transfer of the party's interest in the Term Deed or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

9. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts

produced, the recorded counterpart shall be controlling.

10 Enforcement. The Partnership, its successors and assigns as described herein, the County and the City of Issaquah each has the separate and independent right to enforce the terms of this Term Deed, including all of the remedies specified in Section 7, including but not limited to insuring continued open space uses under Section 3 and the use limitations and reservations in Section 4. Upon conveyance of fee title to the County, pursuant to Section 24, the provisions of this Term Deed shall not terminate and such title will be conveyed subject to the provisions of this Term Deed, to exist in perpetuity and be enforceable in accordance with this section. The parties acknowledge that the use limitations in this Term Deed benefit the Partnership's UGA property~~, the rural parcels and the City's open space.~~ and the SE Rural Parcel; however, the enforcement rights of the Partnership under this Term Deed shall be limited to the Partnership itself, a representative of the owner(s) of the Rural Residential Area, and up to three (3) designated entities within the UGA property, such as a master association of property owners, a successor developer or owner of property within the UGA, or a conservation organization from after the date the Partnership notifies the County in writing of the Partnership's designation.

24. Fee Title. The Partnership shall convey fee title to the Protected Property upon approval of the first final plat or building permit within the Urban Growth Area portion of the Grand Ridge property by either King County or the City of Issaquah if said approval occurs within 20 years of the date of this Term Deed, as provided in Section 4.1.2.2 of the Grand Ridge Joint Agreement.

25. No Merger. The parties recognize that fee title to some or all of the Protected Property may be conveyed to King County under Section 24 of this Term Deed. Notwithstanding conveyance of fee title to the County, there shall be no merger of the Conservation Easement created herein, and the uses, limitations and other terms of the Term Deed shall continue to be enforceable thereafter.

TO HAVE AND TO HOLD unto the County, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Partnership Grantor has executed this instrument this ____ day of _____, 19___. The Partnership holds that by his/her execution of this Term Deed that he/she offers such Term Deed according to the terms and conditions set forth herein. In consideration for the expenditure by the County of public funds to analyze the feasibility of accepting such grant, the Partnership agrees only to exercise his/her right to revoke the offer in the even that the County fails to: accept and execute the Term Deed, as evidenced by the Partnership's authorized signature herein, by _____, 19__.

_____
Partnership, Grantor

_____
Partnership, Grantor

ATTACHMENTS:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that [he/she] signed the same as [his/her] free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

KING COUNTY does hereby accept and execute the above Term Deed of Conservation Easement, Covenants, Obligations and Conditions.

Dated: _____ KING COUNTY, Grantee

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ for the King County Government, the Local government that executed the within and foregoing instrument, and acknowledged that [he/she] signed the same as [his/her] free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this ____ day of _____, 19__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of King County, the County that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said county, for the uses and purposes therein mentioned, and on oath stated [he/she] was authorized to execute said instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1995.

_____
NOTARY PUBLIC, in and for the State of Washington, residing at _____
My commission expires _____
Print Name _____

APPENDIX I

RURAL AREA - LEGAL DESCRIPTION FOR SE RURAL PARCEL, CONSERVATION AREA, AND RURAL RESIDENTIAL AREA

See Maps: Exhibit 3 and Appendix J

Legal descriptions attached:

Exhibit I-1: 330-acre "SE Rural Parcel"

Exhibit I-2: 180-acre "Conservation Area"

Exhibit I-3: 150-acre "Rural Residential Area"

EXHIBIT I-1

S.E. RURAL PARCEL
[330 acres ±]

THAT PORTION OF SECTIONS 24 AND 25, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°27'18" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 1293.56 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., THENCE NORTH 88°00'34" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER 1331.08 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°14'34" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER 1299.80 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°12'37" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO 8708061208, RECORDS OF SAID COUNTY, THENCE SOUTH 74°38'32" WEST ALONG SAID TRACT 150.00 FEET; THENCE SOUTH 01°12'37" WEST ALONG SAID TRACT 153.46 FEET; THENCE NORTH 74°38'32" EAST ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1324.18 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 82°19'00" WEST 1898.09 FEET; THENCE NORTH 21°10'30" EAST 1126.65 FEET; THENCE NORTH 00°21'25" EAST 1374.04 FEET; THENCE NORTH 49°07'18" EAST 2324.07 FEET; THENCE NORTH 70°11'35" EAST 1007.05 FEET; THENCE SOUTH 51°48'56" EAST 407.49 FEET; THENCE SOUTH 81°36'42" EAST 522.48 FEET; THENCE SOUTH 56°24'23" EAST 798.23 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°10'47" EAST ALONG SAID WEST LINE 443.20 FEET; THENCE SOUTH 52°15'54" EAST 1233.56 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 258.52 FEET; THENCE NORTH 76°10'14" WEST ALONG SAID MARGIN 164.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 10' 32" A DISTANCE OF 19.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°16'58" WEST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°36'58" WEST ALONG SAID MARGIN 60.11 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°10'47" WEST ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE SOUTH 52°36'58" EAST ALONG SAID MARGIN 16.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°16'58" EAST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING

A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06° 18' 55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°09'57" WEST ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88°16'10" WEST ALONG SAID SOUTH LINE 566.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30.00 FEET OF THE WEST 138.00 FEET OF THE EAST 953.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;
EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 71.03 FEET TO THE WESTERLY EDGE ON AN EXISTING GRAVEL ACCESS DRIVE; THENCE NORTH 03°16'35" WEST ALONG SAID EDGE 3.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 23° 04' 50" A DISTANCE OF 117.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°48'15" EAST ALONG SAID EDGE 79.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 613.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 07° 43' 52" A DISTANCE OF 82.84 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 271.78 FEET TO THE POINT OF BEGINNING.

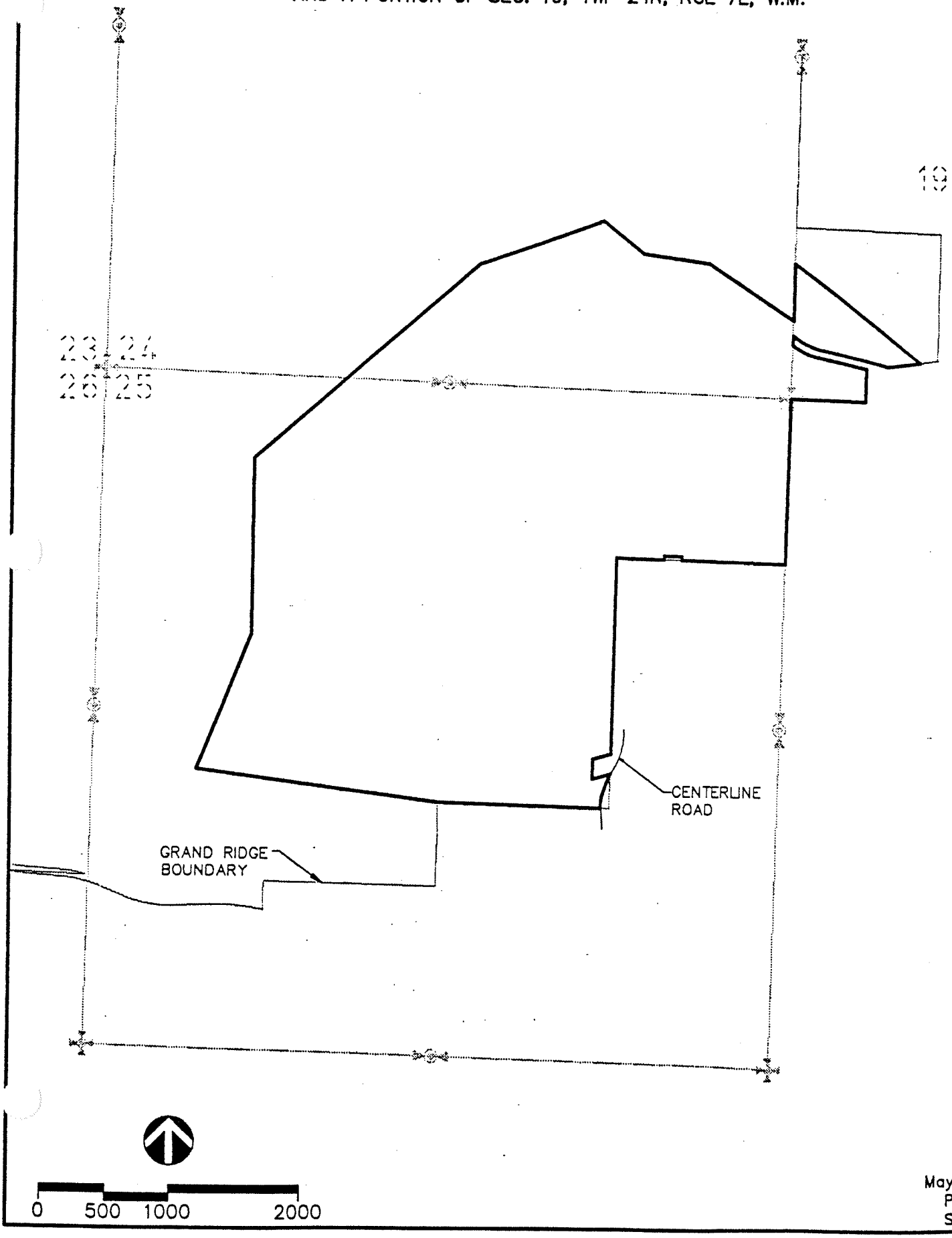
THE ABOVE DESCRIBED PARCEL CONTAINS 329.61 ACRES, MORE OR LESS.

5-6-96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
SOUTHEAST RURAL PARCEL

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



May 6, 1996
PTBX0002
SE-E1000

EXHIBIT I-2

CONSERVATION AREA
[179.25 acres±]

THAT PORTION OF SECTIONS 24 AND 25, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°27'18" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 1293.56 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., THENCE NORTH 88°00'34" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER 1331.08 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°14'34" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER 1299.80 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°12'37" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO 8708061208, RECORDS OF SAID COUNTY, THENCE SOUTH 74°38'32" WEST ALONG SAID TRACT 150.00 FEET; THENCE SOUTH 01°12'37" WEST ALONG SAID TRACT 153.46 FEET; THENCE NORTH 74°38'32" EAST ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1324.18 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 82°19'00" WEST 1898.09 FEET; THENCE NORTH 21°10'30" EAST 1126.65 FEET; THENCE NORTH 00°21'25" EAST 1374.04 FEET; THENCE NORTH 49°07'18" EAST 2324.07 FEET; THENCE NORTH 70°11'35" EAST 1007.05 FEET; THENCE SOUTH 51°48'56" EAST 407.49 FEET; THENCE SOUTH 81°36'42" EAST 522.48 FEET; THENCE SOUTH 56°24'23" EAST 798.23 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°10'47" EAST ALONG SAID WEST LINE 443.20 FEET; THENCE SOUTH 52°15'54" EAST 1233.56 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 258.52 FEET; THENCE NORTH 76°10'14" WEST ALONG SAID MARGIN 164.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 10' 32" A DISTANCE OF 19.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°16'58" WEST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°36'58" WEST ALONG SAID MARGIN 60.11 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°10'47" WEST ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE SOUTH 52°36'58" EAST ALONG SAID MARGIN 16.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°16'58" EAST ALONG SAID

MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06° 18' 55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°09'57" WEST ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88°16'10" WEST ALONG SAID SOUTH LINE 566.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.
EXCEPT THAT PORTION OF SAID SECTIONS 24 AND 25, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 87°44'39" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 179.65 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION; THENCE SOUTH 53°01'30" EAST 126.74 FEET; THENCE SOUTH 02°49'16" WEST 201.20 FEET; THENCE SOUTH 44°18'11" WEST 56.71 FEET; THENCE SOUTH 59°07'15" WEST 129.23 FEET; THENCE SOUTH 76°22'40" WEST 67.25 FEET; THENCE SOUTH 72°58'05" WEST 64.21 FEET; THENCE SOUTH 82°47'01" WEST 149.73 FEET; THENCE NORTH 87°11'38" WEST 127.30 FEET; THENCE SOUTH 47°39'11" WEST 139.68 FEET; THENCE NORTH 56°28'38" WEST 98.72 FEET; THENCE NORTH 50°02'58" WEST 142.58 FEET; THENCE NORTH 70°50'46" WEST 166.08 FEET; THENCE SOUTH 71°41'32" WEST 143.16 FEET; THENCE SOUTH 30°14'19" EAST 128.72 FEET; THENCE SOUTH 30°11'43" WEST 80.32 FEET; THENCE NORTH 41°21'10" WEST 159.88 FEET; THENCE NORTH 52°54'53" WEST 186.29 FEET; THENCE NORTH 04°00'38" EAST 198.35 FEET; THENCE NORTH 11°44'06" WEST 113.90 FEET; THENCE NORTH 73°49'46" WEST 83.15 FEET; THENCE SOUTH 83°57'13" WEST 92.57 FEET; THENCE NORTH 04°37'27" EAST 143.68 FEET; THENCE NORTH 52°04'37" WEST 52.55 FEET; THENCE SOUTH 71°23'05" WEST 59.18 FEET; THENCE SOUTH 12°35'15" WEST 209.81 FEET; THENCE SOUTH 46°52'31" EAST 185.43 FEET; THENCE SOUTH 08°39'20" WEST 170.14 FEET; THENCE SOUTH 29°15'29" EAST 136.21 FEET; THENCE SOUTH 40°24'44" EAST 103.26 FEET; THENCE SOUTH 16°50'59" EAST 69.41 FEET; THENCE SOUTH 58°17'53" EAST 88.14 FEET; THENCE SOUTH 38°23'22" EAST 97.19 FEET; THENCE SOUTH 30°23'57" WEST 71.88 FEET; THENCE SOUTH 02°10'15" WEST 105.48 FEET; THENCE SOUTH 78°27'32" WEST 46.27 FEET; THENCE SOUTH 29°20'16" WEST 198.37 FEET; THENCE SOUTH 41°45'07" EAST 81.60 FEET; THENCE SOUTH 16°55'41" WEST 76.84 FEET; THENCE SOUTH 85°13'55" WEST 85.24 FEET; THENCE SOUTH 07°11'14" WEST 248.01 FEET; THENCE SOUTH 16°24'25" WEST 163.27 FEET; THENCE SOUTH 23°21'39" WEST 224.79 FEET; THENCE NORTH 67°24'01" WEST 100.09 FEET; THENCE SOUTH 04°03'40" WEST 94.06 FEET; THENCE SOUTH 11°53'07" EAST 96.93 FEET; THENCE SOUTH 12°39'25" WEST 93.42 FEET; THENCE SOUTH 25°09'40" WEST 118.17 FEET; THENCE SOUTH 48°44'30" WEST 60.65 FEET; THENCE SOUTH 17°20'15" WEST 101.92 FEET; THENCE SOUTH 43°42'20" WEST 293.43 FEET; THENCE SOUTH 75°39'00" WEST 224.00 FEET; THENCE NORTH 66°36'50" WEST 299.02 FEET; THENCE NORTH 77°58'50" WEST 164.58 FEET; THENCE SOUTH 39°06'51" WEST 121.18 FEET; THENCE SOUTH 67°18'47" WEST 145.08 FEET; THENCE NORTH 56°18'07" WEST 103.99 FEET; THENCE NORTH 38°42'32" WEST 127.28 FEET; THENCE NORTH 13°04'26" WEST 329.51 FEET; THENCE NORTH 04°12'25" EAST 43.70 FEET; THENCE NORTH 22°02'36" EAST 43.56 FEET; THENCE NORTH 48°22'37" EAST 81.05 FEET; THENCE NORTH 52°03'59" EAST 164.20 FEET; THENCE NORTH 30°09'02" EAST 45.95 FEET; THENCE NORTH 65°58'04" EAST 240.77 FEET; THENCE NORTH 37°51'45" EAST 71.03 FEET; THENCE NORTH 11°56'23" EAST 40.29 FEET; THENCE NORTH 74°46'51" EAST 52.49

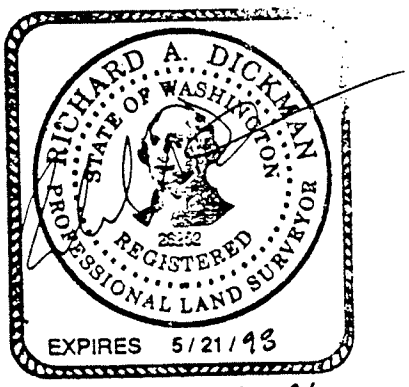
FEET; THENCE NORTH 25°58'08" EAST 122.26 FEET; THENCE NORTH 49°32'46" WEST 217.80 FEET; THENCE SOUTH 61°45'21" WEST 77.87 FEET; THENCE SOUTH 84°02'15" WEST 21.59 FEET; THENCE NORTH 69°35'49" WEST 102.95 FEET; THENCE SOUTH 45°31'03" WEST 76.83 FEET; THENCE SOUTH 37°29'10" EAST 84.80 FEET; THENCE SOUTH 20°28'38" EAST 125.53 FEET; THENCE SOUTH 49°27'41" EAST 37.96 FEET; THENCE SOUTH 70°51'55" WEST 218.57 FEET; THENCE SOUTH 07°36'18" WEST 81.93 FEET; THENCE SOUTH 53°13'52" WEST 80.83 FEET; THENCE SOUTH 70°37'36" WEST 67.62 FEET; THENCE SOUTH 56°26'51" WEST 393.62 FEET; THENCE NORTH 56°33'11" WEST 80.88 FEET; THENCE NORTH 68°45'11" WEST 65.80 FEET; THENCE NORTH 55°16 '44" WEST 98.19 FEET; THENCE NORTH 10°30'06" WEST 264.91 FEET; THENCE NORTH 30°11'36" WEST 153.80 FEET; THENCE NORTH 44°36'43" WEST 113.12 FEET; THENCE NORTH 18°57'32" WEST 129.56 FEET; THENCE NORTH 04°21'46" EAST 327.63 FEET; THENCE NORTH 16°07'41" WEST 151.29 FEET; THENCE NORTH 06°10'42" WEST 253.07 FEET; THENCE NORTH 12°40'50" EAST 205.55 FEET; THENCE NORTH 49°07'18" EAST 205.30 FEET; THENCE SOUTH 80°39'50" EAST 91.78 FEET; THENCE SOUTH 60°17'19" EAST 72.30 FEET; THENCE NORTH 67°05'25" EAST 114.56 FEET; THENCE SOUTH 59°26'09" EAST 137.48 FEET; THENCE NORTH 73°51'09" EAST 137.17 FEET; THENCE SOUTH 55°04'54" EAST 114.34 FEET; THENCE NORTH 83°14'48" EAST 89.34 FEET; THENCE NORTH 66°39'28" EAST 138.61 FEET; THENCE SOUTH 72°44'13" EAST 332.60 FEET; THENCE SOUTH 32°29'29" EAST 145.82 FEET; THENCE SOUTH 10°53'22" EAST 123.07 FEET; THENCE SOUTH 51°33'46" EAST 127.83 FEET; THENCE SOUTH 38°48'39" EAST 53.11 FEET; THENCE SOUTH 33°41'59" WEST 41.26 FEET; THENCE SOUTH 12°37'50" EAST 61.89 FEET; THENCE SOUTH 32°42'19" EAST 112.65 FEET; THENCE SOUTH 55°41'01" EAST 196.61 FEET; THENCE NORTH 36°52'48" EAST 126.95 FEET; THENCE NORTH 49°05'02" WEST 170.87 FEET; THENCE NORTH 17°49'30" WEST 42.06 FEET; THENCE NORTH 49°13'35" WEST 298.68 FEET; THENCE NORTH 15°39'02" WEST 163.93 FEET; THENCE NORTH 30°55'56" WEST 172.57 FEET; THENCE NORTH 19°41'00" WEST 120.00 FEET; THENCE NORTH 19°35'08" EAST 177.84 FEET; THENCE NORTH 40°28'11" EAST 461.19 FEET; THENCE NORTH 18°06'24" EAST 139.74 FEET; THENCE NORTH 47°55'44" EAST 87.10 FEET; THENCE NORTH 16°53'32" EAST 143.19 FEET; THENCE NORTH 44°34'13" EAST 79.89 FEET; THENCE NORTH 81°10'13" EAST 174.48 FEET; THENCE SOUTH 69°20'03" EAST 94.88 FEET; THENCE SOUTH 08°43'43" EAST 173.83 FEET; THENCE SOUTH 52°18'06" EAST 152.56 FEET; THENCE SOUTH 79°59'02" EAST 155.90 FEET; THENCE NORTH 04°10'53" EAST 134.79 FEET; THENCE NORTH 45°12'59" EAST 148.75 FEET; THENCE SOUTH 70°55'17" EAST 152.86 FEET; THENCE SOUTH 87°27'39" EAST 115.92 FEET; THENCE SOUTH 35°20'38" EAST 79.11 FEET; THENCE NORTH 68°35'32" EAST 156.23 FEET; THENCE NORTH 12°47'47" EAST 39.63 FEET; THENCE NORTH 76°33'52" EAST 167.53 FEET; THENCE SOUTH 44°39'38" EAST 60.66 FEET; THENCE SOUTH 63°06'38" EAST 188.43 FEET; THENCE SOUTH 54°17'06" EAST 160.74 FEET; THENCE SOUTH 32°28'50" EAST 66.13 FEET; THENCE SOUTH 82°22'15" EAST 93.89 FEET; THENCE SOUTH 27°56'57" EAST 135.86 FEET; THENCE SOUTH 46°27'19" EAST 251.59 FEET; THENCE SOUTH 55°13'37" EAST 91.36 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30.00 FEET OF THE WEST 138.00 FEET OF THE EAST 953.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 71.03 FEET TO THE WESTERLY EDGE ON AN EXISTING GRAVEL ACCESS DRIVE; THENCE NORTH 03°16'35" WEST ALONG SAID EDGE 3.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 23° 04' 50" A DISTANCE OF 117.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°48'15" EAST ALONG SAID EDGE 79.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 613.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 07° 43' 52" A DISTANCE OF 82.84 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 271.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 179.65 ACRES, MORE OR LESS.

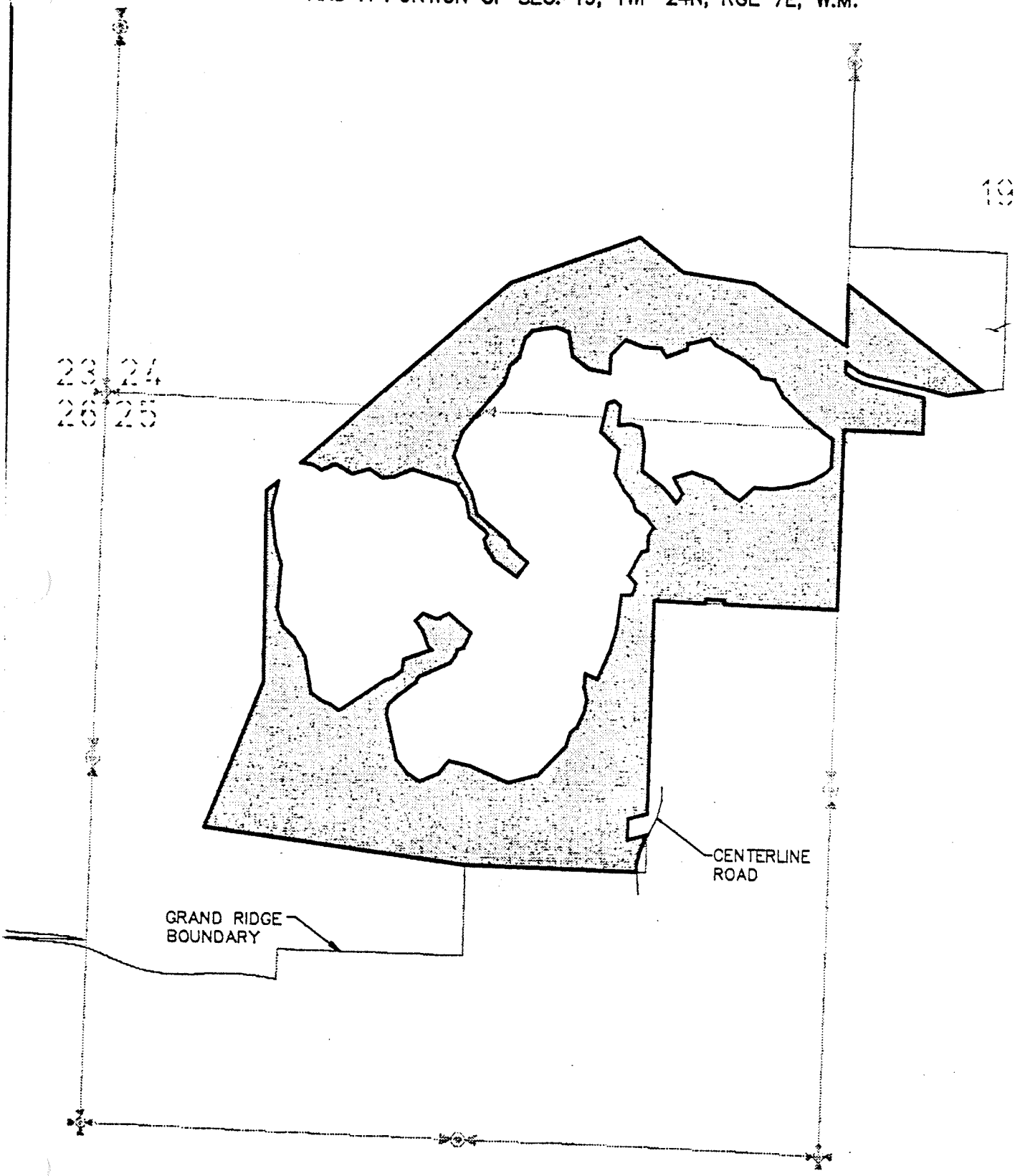


5-2-96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
CONSERVATION EASEMENT

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



0 500 1000 2000

May 2, 1996
PTBX0002

EXHIBIT I-3

RURAL RESIDENTIAL AREA
[150 acres±]

Those portions of the southeast quarter of Section 24, the northeast quarter of Section 25, the southeast quarter of Section 25, and the northwest quarter of Section 25, all in Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Commencing at the northeast corner of said Section 25; thence N87°44'39"W, along the north line of said northeast quarter, 179.65 feet to the TRUE POINT OF BEGINNING of the herein described tract;
thence S53°01'30"E 126.74 feet; thence S02°49'16"W 201.20 feet;
thence S44°18'11"W 56.71 feet; thence S59°07'15"W 129.23 feet;
thence S76°22'40"W 67.25 feet; thence S72°58'05"W 64.21 feet;
thence S82°47'01"W 149.73 feet; thence N87°11'38"W 127.30 feet;
thence S47°39'11"W 139.68 feet;
thence N56°28'38"W 98.72 feet; thence N50°02'58"W 142.58 feet;
thence N70°50'46"W 166.08 feet; thence S71°41'32"W 143.16 feet;
thence S30°14'19"E 128.72 feet; thence S30°11'43"W 80.32 feet;
thence N41°21'10"W 159.88 feet; thence N52°54'53"W 186.29 feet;
thence N04°00'38"E 198.35 feet; thence N11°44'06"W 113.90 feet;
thence N73°49'46"W 83.15 feet; thence S83°57'13"W 92.57 feet;
thence N04°37'27"E 143.68 feet; thence N52°04'37"W 52.55 feet;
thence S71°23'05"W 59.18 feet; thence S12°35'15"W 209.81 feet;
thence S46°52'31"E 185.43 feet; thence S08°39'20"W 170.14 feet;
thence S29°15'29"E 136.21 feet; thence S40°24'44"E 103.26 feet;
thence S16°50'59"E 69.41 feet; thence S58°17'53"E 88.14 feet;
thence S38°23'22"E 97.19 feet; thence S30°23'57"W 71.88 feet;
thence S02°10'15"W 105.48 feet; thence S78°27'32"W 46.27 feet;
thence S29°20'16"W 198.37 feet; thence S41°45'07"E 81.60 feet;
thence S16°55'41"W 76.84 feet; thence S85°13'55"W 85.24 feet;
thence S07°11'14"W 248.01 feet; thence S16°24'25"W 163.27 feet;
thence S23°21'39"W 224.79 feet; thence N67°24'01"W 100.09 feet;
thence S04°03'40"W 94.06 feet; thence S11°53'07"E 96.93 feet;
thence S12°39'25"W 93.42 feet; thence S25°09'40"W 118.17 feet;
thence S48°44'30"W 60.65 feet; thence S17°20'15"W 101.92 feet;
thence S43°42'20"W 293.43 feet; thence S75°39'00"W 224.00 feet;
thence N66°36'50"W 299.02 feet; thence N77°58'50"W 164.58 feet;
thence S39°06'51"W 121.18 feet; thence S67°18'47"W 145.08 feet;
thence N56°18'07"W 103.99 feet; thence N38°42'32"W 127.28 feet;
thence N13°04'26"W 329.51 feet; thence N04°12'25"E 43.70 feet;
thence N22°02'36"E 43.56 feet; thence N48°22'37"E 81.05 feet;
thence N52°03'59"E 164.20 feet; thence N30°09'02"E 45.95 feet;

thence N65°58'04"E 240.77 feet; thence N37°51'45"E 71.03 feet;
thence N11°56'23' E 40.29 feet; thence N74°46'51"E 52.49 feet;
thence N25°58'08"E 122.26 feet; thence N49°32'46'W 217.80 feet;
thence S61°45'21"W 77.87 feet; thence S84°02'15"W 21.59 feet;
thence N69°35'49"W 102.95 feet; thence S45°31'03"W 76.83 feet;
thence S37°29'10"E 84.80 feet; thence S20°28'38"E 125.53 feet;
thence S49°27'41"E 37.96 feet; thence S70°51'55"W 218.57 feet;
thence S07°36'18"W 81.93 feet; thence S53°13'52"W 80.83 feet;
thence S 70°37'36"W 67.62 feet; thence S56°26'51"W 393.62 feet;
thence N56°33'11"W 80.88 feet; thence N68°45'11"W 65.80 feet;
thence N55°16"44"W 98.19 feet; thence N10°30'06"W 264.91 feet;
thence N30°11'36"W 153.80 feet; thence N44°36'43"W 113.12 feet;
thence N18°57'32"W 129.56 feet; thence N04°21'46"E 327.63 feet;
thence N16°07'41"W 151.29 feet; thence N06°10'42"W 253.07 feet;
thence N12°40'50"E 205.55 feet; thence N49°07'18"E 205.30 feet;
thence S80°39'50"E 91.78 feet; thence S60°17'19"E 72.30 feet;
thence N67°05'25"E 114.56 feet; thence S59°26'09"E 137.48 feet;
thence N73°51'09"E 137.17 feet; thence S55°04'54"E 114.34 feet;
thence N83°14'48"E 89.34 feet; thence N66°39'28"E 138.61 feet;
thence S72°44'13"E 332.60 feet; thence S32°29'29"E 145.82 feet;
thence S10°53'22"E 123.07 feet; thence S51°33'46"E 127.83 feet;
thence S38°48'39"E 53.11 feet; thence S33°41'59"W 41.26 feet;
thence S12°37'50"E 61.89 feet; thence S32°42'19"E 112.65 feet;
thence S55°41'01"E 196.61 feet; thence N36°52'48"E 126.95 feet;
thence N49°05'02"W 170.87 feet; thence N17°49'30"W 42.06 feet;
thence N49°13'35"W 298.68 feet; thence N15°39'02"W 163.93 feet;
thence N30°55'56"W 172.57 feet; thence N19°41'00"W 120.00 feet;
thence N19°35'08"E 177.84 feet; thence N40°28'11"E 461.19 feet;
thence N18°06'24"E 139.74 feet; thence N47°55'44"E 87.10 feet;
thence N16°53'32"E 143.19 feet; thence N44°34'13"E 79.89 feet;
thence N81°10'13"E 174.48 feet; thence S69°20'03"E 94.88 feet;
thence S08°43'43"E 173.83 feet; thence S52°18'06"E 152.56 feet;
thence S79°59'02"E 155.90 feet; thence N04°10'53"E 134.79 feet;
thence N45°12'59"E 148.75 feet; thence S70°55'17"E 152.86 feet;
thence S87°27'39"E 115.92 feet; thence S35°20'38"E 79.11 feet;
thence N68°35'32"E 156.23 feet; thence N12°47'47"E 39.63 feet;
thence N76°33'52"E 167.53 feet; thence S44°39'38"E 60.66 feet;
thence S63°06'38"E 188.43 feet; thence S54°17'06"E 160.74 feet;
thence S32°28'50"E 66.13 feet; thence S82°22'15"E 93.89 feet;
thence S27°56'57"E 135.86 feet; thence S46°27'19"E 251.59 feet;
thence S55°13'37"E 91.36 feet to the TRUE POINT OF BEGINNING.

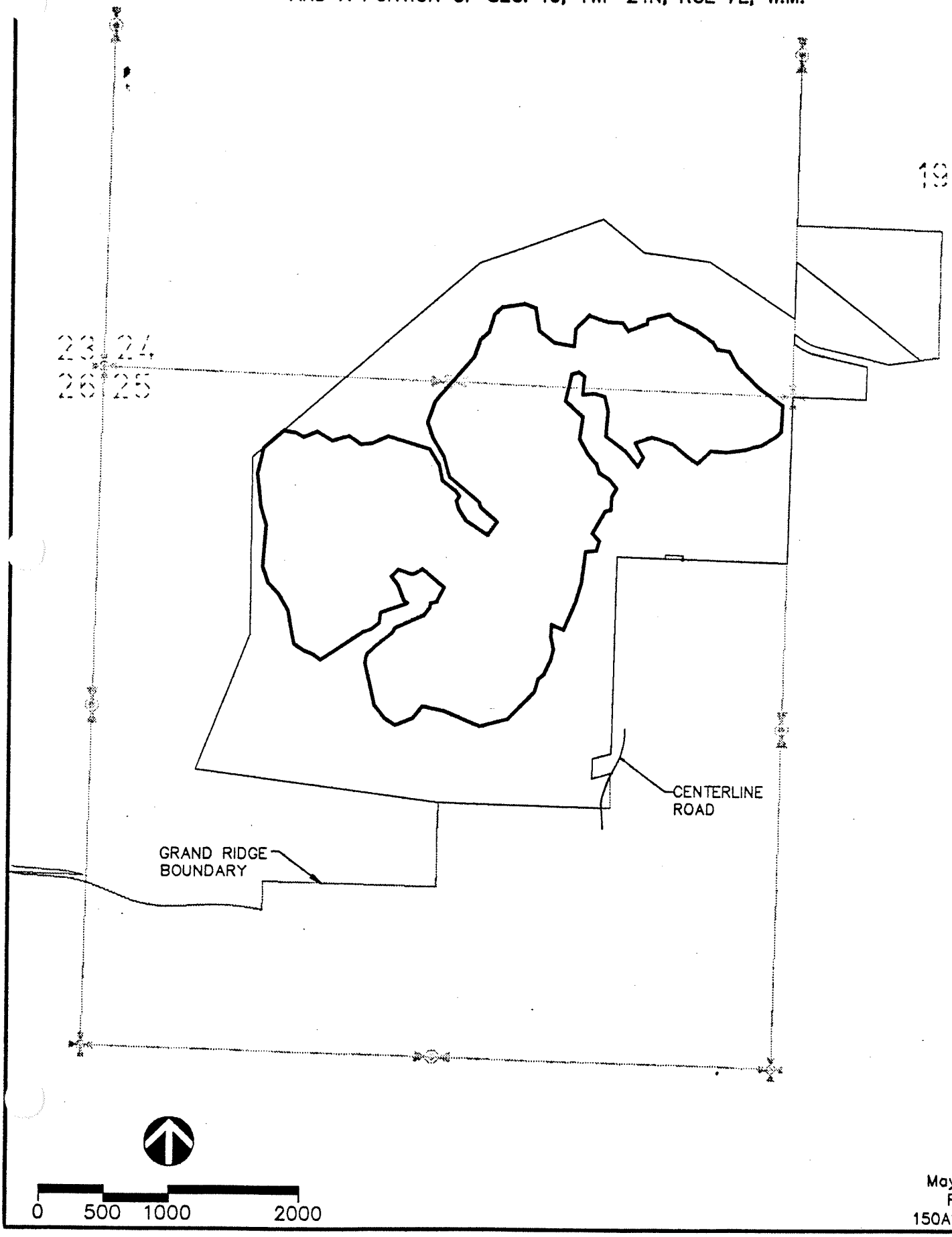
Containing approximately 6,532,460 square feet or 149.9647 acres, more or less.

STEVEN A. HARTMAN
18903
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 11/24/96

5/6/96

EXHIBIT
150–ACRE PARCEL

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



May 6, 1996
PTBX0002
150A1000.DWG

APPENDIX J

RURAL AREA - SENSITIVE AREAS DEVELOPMENT STANDARDS AND RURAL LAND USE MAP (INCLUDING SENSITIVE AREAS)

All sensitive areas inventories, maps and special studies required in KCC 21A.24 have been reviewed and approved by King County, including, but not limited to those specifically required by the following provisions of KCC 21A.24:

21A.24.080	Sensitive area maps and inventories.
21A.24.100	Sensitive area review.
21A.24.110	Sensitive area special study requirement.
21A.24.120	Contents of sensitive area special study.
21A.24.210	Coal mine hazard areas: development standards and permitted alterations.
21A.24.280	Landslide hazard areas: development standards and permitted alterations.
21A.24.290	Seismic hazard areas: development standards and permitted alterations.
21A.24.310	Steep slope hazard areas: development standards and permitted alterations.
21A.24.320/330	Wetlands: development standards and permitted alterations.
21A.24.360/370	Streams: development standards and permitted alterations.

All sensitive areas in the rural area of the Grand Ridge Project are identified in the attached list of studies. The sensitive areas listed in the studies are depicted in the attached maps dated September 12, 1995 (for SE Rural parcel) and October 3, 1995 (for NE Rural Parcel). Using those studies, the sensitive area boundaries shall be marked with flags or otherwise established in the field by King County during review of building and clearing and grading permit applications to clearly show their locations in the field.

LIST OF GRAND RIDGE SENSITIVE AREA STUDIES

Geotechnical	"Report of Geotechnical Services" by GeoEngineers dated June 8, 1995 (Appendix B to Grand Ridge EIS)
Surface Water Quality	"Surface Water Quality Evaluation" by Herrera Environmental Consultants, Inc. dated June 1995 (Appendix C to Grand Ridge EIS)
Surface Water Drainage	"Drainage Technical Report" by Northwest Engineering Company dated June 1995 (Appendix D to Grand Ridge EIS)
Wetlands	"Wetland Impacts and Mitigation" by David Evans and Associates, Inc. dated June 2, 1995 (Appendix E to Grand Ridge EIS)
Vegetation and Wildlife	"Vegetation and Wildlife Evaluation" by David Evans and Associates, Inc. dated June 2, 1995
Fisheries	"Fisheries Impacts and Mitigation Assessment" by David Evans and Associates, Inc. dated May 15, 1995
Coal Mines	"Preliminary Coal Mine Hazard Assessment" by GeoEngineers, Inc. dated March 10, 1995
Other Studies	See attached list.

Location of Background Data Incorporated By Reference:

The primary background information for the Draft EIS is included in Technical Appendices B through K, which are bound separately in Volumes I through IV of the Draft EIS. Other documents that provide background data are hereby incorporated by reference under WAC 197-11-635. These documents are:

Draft and Final Environmental Impact Statements for the East Sammamish Community Plan (King County, 1992 and 1993)

King County Executive Proposed Comprehensive Plan Final Environmental Impact Statement

City of Issaquah Final Comprehensive Plan EIS

Issaquah School District No. 411, 1995 Capital Facilities Plan

Lower Issaquah Valley Wellhead Protection Plan, Volume 1 Report (Golder Associates, 1993)

Report to Port Blakely Communities on Groundwater Flow Modeling and Parameter Sensitivity Analysis, Grand Ridge Site, Washington (Golder Associates, 1995)

Geophysical Investigation of Grand Ridge, Issaquah, Washington (Golder Associates, 1995)

Preliminary Wetland Evaluation Study (Terra and Associates, 1991)

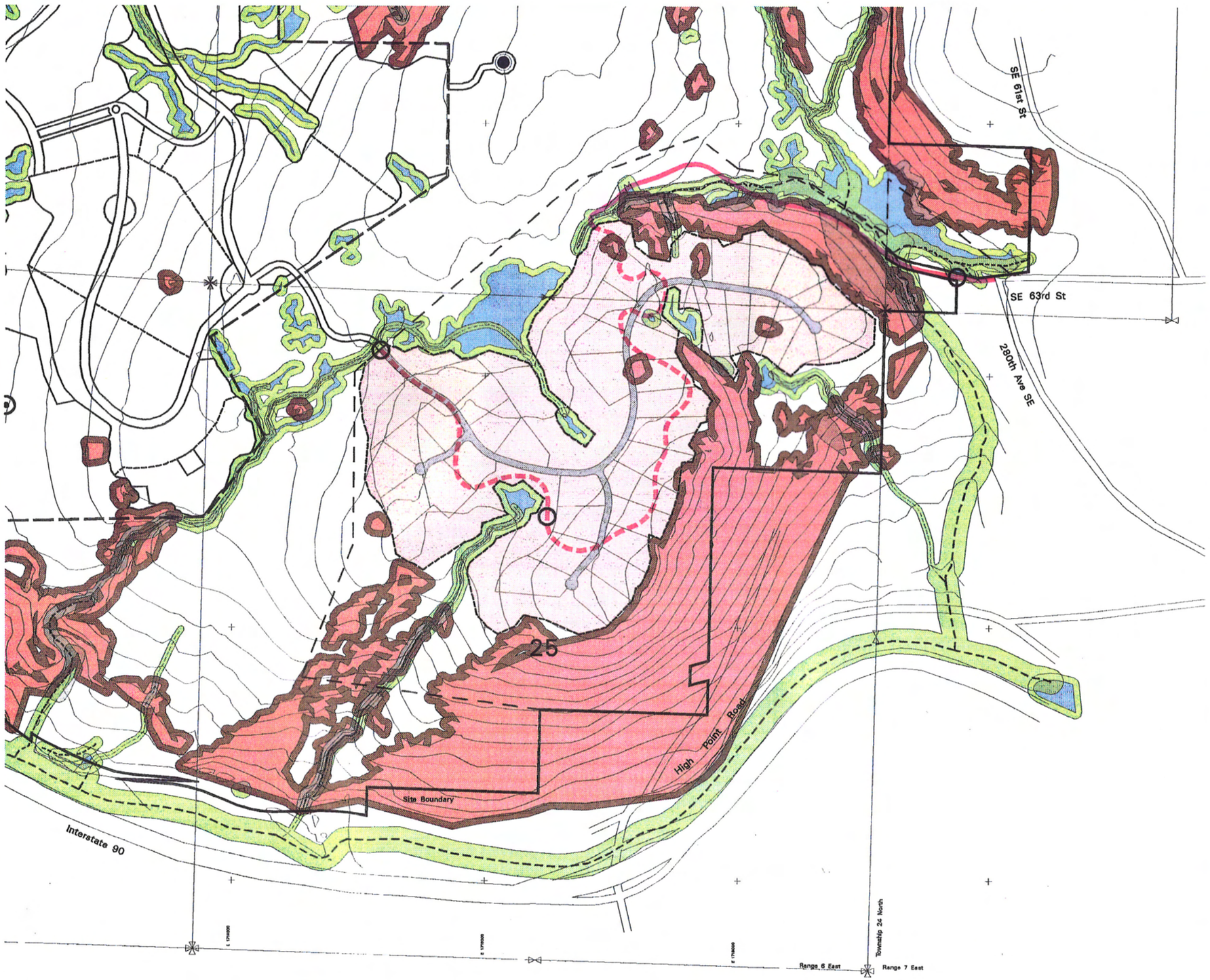
Wetland Verification on the Grand Ridge Site (David Evans and Associates, 1995)

Wetland Delineation on the Option "B" Parcels Grand Ridge Area Property (David Evans and Associates, 1995)

Fisheries Level I and II Survey Reports (David Evans and Associates, 1994)

Photographs used in the Plants and Animals Section and the wetlands technical reports described on page 22 of the scoping document

These documents can be reviewed by contacting: John Meerscheidt, 3600 - 136th Place SE, 4th Floor, Bellevue, WA 98006-1400



LEGEND

- PROBABLE LANDSLIDE HAZARD AREAS
- WETLANDS
- WETLAND AND STREAM BUFFER
- STEEP SLOPE
- STEEP SLOPE BUFFER
- URBAN GROWTH BOUNDARY
- INDEX CONTOURS COMPILED FROM SURVEYED POINTS
- RIGHT-OF-WAY
- 150 ACRE RURAL RESIDENTIAL AREA
- DEVELOPMENT SUB-AREA BOUNDARY
- DEVELOPMENT BASIN BOUNDARY
- CONSERVATION EASEMENT LINE
- PRIVATE DRIVE
- INTERNAL PRIVATE DRIVE
- RESERVOIR SITE

N

0 800 1600 2400

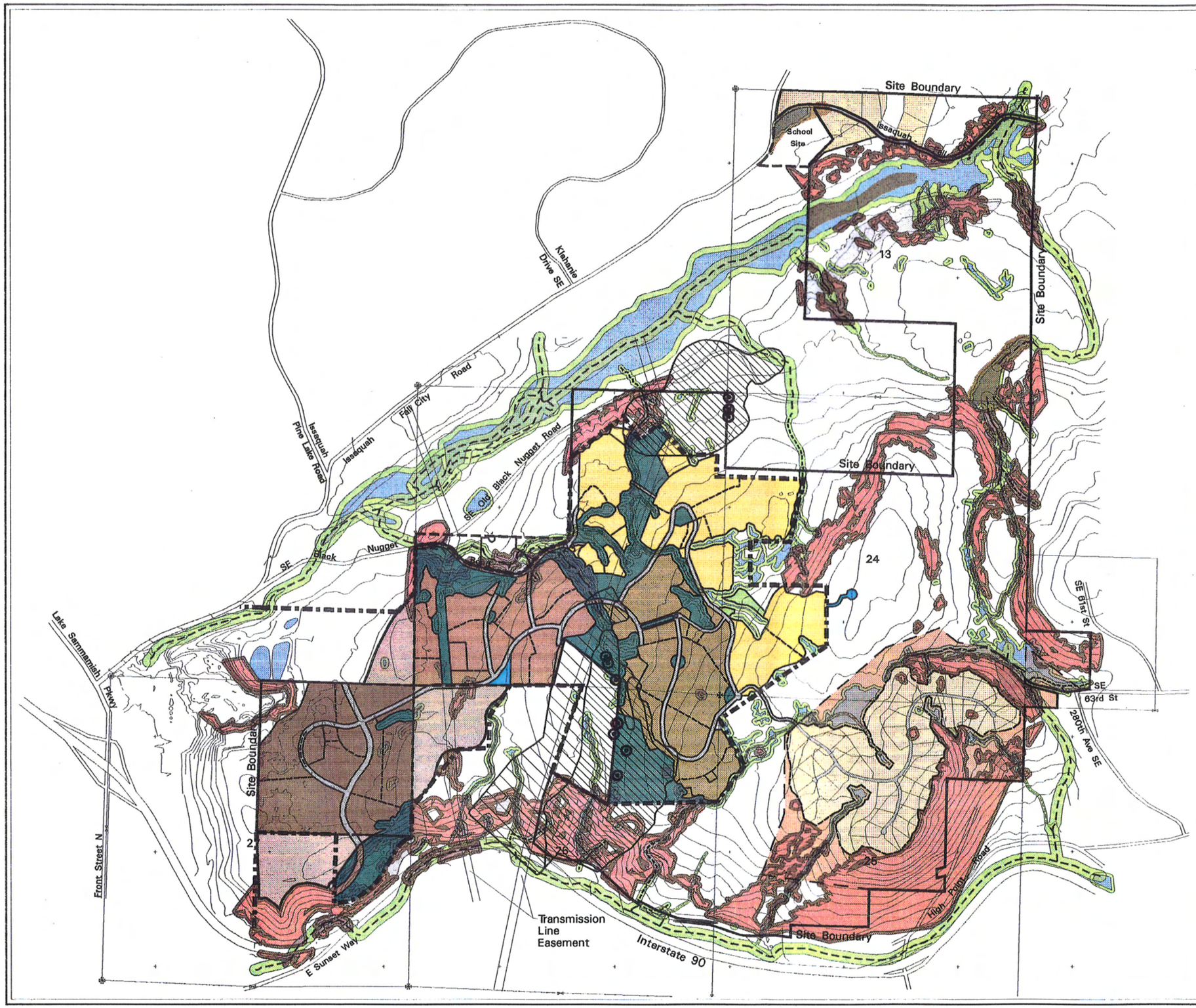
SCALE IN FEET

Only three lots allowed to be served from the eastern access connecting to 280th S.E. by the use of gates or other restrictive measures. (See section 4.3.8 in agreement). The internal road (dashed line) and gate location are conceptual only.

LIMITED ACCESS GATE

APPENDIX J

SOUTHEAST RURAL PARCEL, LANDUSE COMPONENTS, AND SENSITIVE AREAS (WITH 40 LOT ALTERNATIVE)



LEGEND

- RURAL OPEN SPACE
- URBAN OPEN SPACE
- NORTHEAST RURAL RESIDENTIAL AREA
- URBAN DEVELOPMENT AREA 1
- URBAN DEVELOPMENT AREA 2
- URBAN DEVELOPMENT AREA 3
- URBAN DEVELOPMENT AREA 4
- EXPANSION AREAS
- PROPOSED RIGHTS OF WAY
- WATER RESERVOIR SITE
- 150 ACRE RURAL RESIDENTIAL AREA
- 180 ACRE CONSERVATION AREA
- DEVELOPMENT SUB-AREA BOUNDARY
- DEVELOPMENT BASIN BOUNDARY
- URBAN GROWTH BOUNDARY
- CONSERVATION EASEMENT
- PROBABLE LANDSLIDE HAZARD AREAS
- WETLANDS
- WETLAND AND STREAM BUFFER
- STEEP SLOPE
- STEEP SLOPE BUFFER
- SEISMIC HAZARD AREAS
- COAL MINE TROUGH SUBSIDENCE HAZARD AREA (INCLUDES 50' BUFFER)
- COAL MINE SINKHOLE HAZARD AREA (INCLUDES 100' BUFFER)
- SINK HOLE
- STREAM CLASS 2 WITH SALMONIDS (2A)
- STREAM CLASS 2 WITHOUT SALMONIDS (2B)
- STREAM CLASS 3
- CONTOUR (25 FOOT INTERVAL)

N

0 1000 2000 3000

SCALE IN FEET

APPENDIX J

SENSITIVE AREAS MAP

APPENDIX K

RURAL AREA - LAND USES AND DENSITY

NE RURAL PARCEL: SUB-AREAS N10 (as shown on Land Use Components Map, Exhibit 3 to Agreement)

Total Development Area: 35.22 acres

Land Uses: Single family residential

Density Target: 0.2 du/ac
Density Range: Same

Environmental Constraints (within the 35 acres of NE Rural Parcel):

Maximum Percent Impervious (roads, parking, drives):	1.5%
Maximum Percent Impervious (roofs, walks, patios):	4.0%
Maximum Percent Cleared (includes impervious):	30.0%

SE RURAL PARCEL: SUB-AREAS E-2, E-3, E-4 and E-5 (as shown on Land Use Component Map, Exhibit 3 to Agreement)

Total Development Area: 104 acres within 150 gross acres

Land Use Target: Single family residential
Land Use Range: Individual residence to maximum of 40 clustered residences

Density Target: 0.4 du/ac
Density Range: 0.4 to 0.01 du/ac

Environmental Constraints :

Maximum Percent Impervious (roads, parking, drives):	1.5%
Maximum Percent Impervious (roofs, walks, patios):	4.0%
Maximum Percent Cleared (includes impervious):	35.0%

In addition to single-family residences, all accessory uses, buildings, or other uses allowed in the applicable zone also are permitted uses within the NE Rural and SE Rural Parcels. The dimension standards for the applicable zone shall apply to these rural parcels.

APPENDIX L

RURAL AREA - BUILDING CONTROLS FOR PROPERTY BOUNDARY BETWEEN COUNTY FEE TITLE LAND AND SE RURAL PARCEL

1. Hierarchy of alternative management regimes to limit uncontrolled access of the Rural Area Conservancy Zone - Duvernoy, April 24, 1995

2. Field Report and Recommendations - Jones & Jones, June 13, 1995

Eugene Duvernoy

Land Use and Environmental Services

1150 19th Avenue East
Seattle, Washington
98112

206 / 324 / 8021

Fax
206 / 325 / 1035

TO: Judd Kirk
Peter Strelinger

FROM: Gene Duvernoy

DATE: April 24, 1995

RE: Grandridge Project: Hierarchy of alternative management regimes to limit uncontrolled access of the Rural Area Conservancy Zone.

The following procedure is proposed to implement the provision of the May 19, 1994 agreement between County Executive Locke and the Port Blakely Community regarding the privately-owned southeast rural property, namely:

> If the southeastern rural area is limited to 15 houses or fewer, the open space area of approximately 180 acres, directly adjacent to and primarily on the south and southeast of it, will be placed in a permanent conservation easement, ***precluded from public access*** and will have no development. (Emphasis supplied.)

The 180 acres of privately-owned land on which a conservation easement will be placed benefiting the County, is herein identified as the Conservancy Zone.

The procedure has been developed in order to restrict public access to the Conservancy Zone without infringing on either:

1. User-experience of the County Trail to be constructed nearby; or,
2. The movement of wildlife across the site.

It should enable the owners of the rural area and the County to employ the minimal management alternatives necessary, while still fully ensuring the owner's right to protect the Conservancy Zone and preclude public access.

A baseline agreement will be reached by King County and the underlying owners of the rural area Conservancy Zone. The baseline agreement will establish an initial level of management for each segment along the perimeter of the Conservancy Zone.[1] If the baseline management program does not adequately protect the Conservancy

---

[1] The parties may wish to employ a landscape architecture firm such as Jones and Jones to study the perimeter of the rural area Conservancy Zone and recommend initial levels of management.

Zone, the land owners can elect to employ successively the following levels of management upon giving reasonable notice to the County. The County may object to the higher level of management upon demonstrating that:

1. The prior level was not implemented in good faith; or,
2. The prior level adequately protects the Conservancy Zone from public access.

The alternative management regimes grouped within each level are roughly equivalent with one another. Any one alternative may be employed before another. All must be tried, however, before moving to the succeeding level unless it clearly would be futile to do so. The new level of management will be then implemented at the earliest practical time.

Level	Management Regime	Description
Base-line	County landscape project Signage Visual analysis and screening Passive monitoring	In addition to the provisions agreed to by the parties, the baseline will include: 1. The County has agreed to develop and fund a capital project in 1996 to re-vegetate, drop trees or create other natural obstructions on existing trails leading into the Conservancy Zone. 2. Unless declined by the land owners, County installed trail signage exterior to the perimeter of the Conservancy Zone informing users that they are passing by a Conservancy Zone and are requested to stay on the trail. 3. At the election of the land owners, an analysis of the trail route will be conducted for locations that may be attractive for trespass. Interrupt the site lines at these locations with a screening of native plant materials. 4. At the election of the land owners, locate passive, well screened monitors at likely routes of ingress to the Conservancy Zone..
Level 2	Regular enforcement	Enforce public use limitations in the Conservancy Zone through trespass or other enforcement methods.
	Natural barriers	Locate natural barriers at routes of ingress to the Conservancy Zone. (Examples: water bodies, dense vegetation, earthen berms.)
	Trail realignment	Realign the trail away from the Conservancy Zone at those problem points that continue to offer routes of ingress to the Conservancy Zone.

Level	Management Regime	Description
Level 3	Low impact access barriers at critical locations	Implement techniques that have been developed by zoos and other public facilities to invisibly protect sensitive areas. Utilizing these low impact structures which either are invisible (such as "ha-ha" fencing) or coherent with the landscape, and consequently unnoticed, will direct user-traffic while preserving the "natural experience" offered by the trail.
Level 4	Low impact access barriers along length of trail	Same as above, located along the length of the trail.
Level 5	Higher level access barriers	More substantial access barriers may be used at locations along the Conservancy Zone, properly screened with natural vegetation, may be used as the final level where all prior levels have proven ineffective at protecting points along the Conservancy Zone.

When implementing any of the management limits above, an objective of the land owners will be to minimize impacts on wildlife corridors and on the views of people using the public trails.

c.c. Jack McCullough

[grandridge:TRAIL-2.DOC]

Field Report and Summary of Stakeholder Interviews
13 June 1995
Grand Ridge Conservancy trails, access road and boundary security

Jones & Jones Architects and Landscape Architects

Purpose

Our assignment is to evaluate the need for and character of barriers to reduce public access to a Conservancy Zone surrounding the "mystery buyer" development east of Port Blakely's Grand Ridge development. If barriers of any sort are recommended, they are to be aesthetically neutral and have minimal impact on the movement of wildlife. Our method is to interview the stakeholders to determine goals and objectives and to become familiar with the site and proposed developments.

Interviews have been conducted with:
- Judd Kirk, Peter Strelinger, Port Blakely Communities
- Gene Duvernoy, attorney for Port Blakely Communities
- Jack McCullough, Heller Ehrman White and McAuliffe
- Craig Larson, King County Department of Parks and Recreation
- Robert Derrick, King County Building & Land Development Division

Four main concerns have been expressed: 1) the aesthetic experience for trail users while on the proposed trail should be affected as little as possible by whatever methods are employed to keep them on the trail, 2) wildlife movement should not be adversely affected, 3) the general public should be discouraged from leaving the proposed trail and entering the Conservancy Zone to protect the site resources and to maintain site security, and 4) aesthetic concerns are moot if a trail user should leave the proposed trail. These main points have been expressed by all parties and should, in our estimation, be common understandings.

A hierarchy of control methods has been proposed by Mr. Duvernoy after consultation with this office. Beginning with relatively passive and natural barriers and progressing to more aggressive methods of establishing and enforcing site security. Our mission is to 1) identify where the trail should be located to require the lowest level of the hierarchy while providing a wilderness corridor experience and 2) locate and characterize what barriers might be necessary.

Field visits were conducted on Friday, 2 June and Tuesday, 6 June to become familiar with the site and the proposed developments, alignments of trails, roads and boundaries.

Alignments previously surveyed by Dodd Engineers were inspected and observations made of the terrain and plant communities. Special attention was paid to the density of the understory vegetation, visibility and desirability of leaving the proposed trail alignment.

Existing condition

The entire site is wooded with an even age (~50 years) mixed deciduous/coniferous forest. The canopy overhead is almost entirely closed. Understory vegetation varies from fern glades approximately 4 feet tall to dense mixed species deciduous brush up to eight feet. The area has several wetlands and streams. Topography varies in the study area from level, to concave slopes to small depressions and rises.

Visibility is often limited to a very short distance by the understory and topography. Wet areas and dense vegetation, including armored plants make passage very difficult in many places. In no instance is the scene completely open and unobstructed visually. Only at the existing trail/phone line corridor is there free and clear access across the site.

Preliminary recommendation

The site presents significant friction to movement and visibility other than along established trails due to existing vegetation, wetlands and topography. For these same reasons barriers, if they are built, can be quite close to a trail user without adverse aesthetic impacts. As a starting point, only two overt barriers are recommended if the trail alignment is established roughly as flagged: 1) to close the existing trail/phone alignment to public use and 2) to discourage public access via the driveway at the intersection with the trail.

Phone corridor

This east/west trail follows a buried telephone line. It is the scale of a very small dirt road generally with dense vegetation on both sides. Due to its functional straight alignment the trail ascends some relatively steep grades and crosses several low, flat areas. Closing this trail should be easy to accomplish with fallen trees, scarification of the compacted soils and restoration with native vegetation (Level I in the hierarchy). Several closures should be made: west end at the point were the trail leaves the urban area, at both sides of the intersection with the new trail, and at least one additional closure between the intersection and the mystery buyer's development. To reduce re-establishment by habitual users the closures should be made in places where dense vegetation surrounds the trail, detouring is difficult and unrestored lengths of trail are not visible as a destination. The trail should be obliterated over the entire area visible from the proposed public trail. Signs should be installed at the present access points to this trail to inform present users that the route is closed and why.

Other trails may be in use that will intersect the public trail. During construction of the public trail these informal trails should be blocked in a similar (Level 1) manner.

Trail/driveway intersection

More overt notice should be made at the intersection of the proposed trail and the proposed driveway. Modest signs (Level 1) should be installed that inform trail users of the natural resource conservancy rationale for discouraging public access. These signs should be right at the intersection, facing both directions. No portion of the driveway east or west of the public trail should be used as public trail access. The road alignment should curve and if possible disappear behind topography as quickly as possible. At a point out of view from the intersection, but relatively close by there should be additional signing and possibly a gate and fence (Level 3) (see Barriers below) to inform wandering trail users of the private property/trespass issue. To minimize the aesthetic impacts of the driveway the cross section should be a single 12' lane with shoulders. The alignment should remain as close to the existing grade as possible. Drainage should be directed away from the driveway to minimize ditch depth and concentration of flows. The reinforced gravel shoulders should ideally be planted with a native ground cover and maintained by occasional mowing. Passing opportunities should be within sight of each other and can be gravel rather than paved.

The paved surface will most commonly be asphalt. A top dressing of tan or brown crushed rock could be rolled into the wearing course to more closely simulate earth tones.

Barriers

Fallen tree barriers should be composed of larger trees with the branch matrix intact. Stripped logs will not be effective. Intertwined branches from more than one tree can be used in particularly difficult sites.

If gates and fence are required they should be of rural character: modest materials, utilitarian and familiar in form. This paradigm serves three functions: 1) as a familiar element in the woods a simple fence is less visible and if seen it is less noticeable, 2) simple, low impact construction techniques will disturb the native vegetation less and create fewer opportunities for inadvertent trail development, 3) construction and maintenance costs will be significantly lower allowing incremental implementation. The recommended fence is a 42" 4 strand wire fence with driven "T" posts.

Occasional pull and corner post assemblies can be made from the same materials reinforced with diagonal wires. Barbed wire should not be necessary but would not be out of place and therefore would not be offensive. Construction should be performed by small crews without motorized

vehicles. Access to the alignment should be made from the mystery buyer's side with no disturbance to the vegetation within the trail corridor. Great care should be taken in preserving vegetation that provides screening of the fence from the public trail. For wildlife passage the fence should not be continuous around the site. Only short segments up to 200 feet should be installed to address specific trespass problems. Relatively small (8 to 10 foot) openings though could be left to provide wildlife passage.

As an alternative to a taller fence, additional security could be gained by adding a nine inch horizontal arm and additional wire, possibly barbed to the top of the posts. The arm should be oriented away from the public trail.

Construction methods should minimize disruption of the existing vegetation and establishment of new trails. Construction crews should travel on the fence line in a narrow corridor on the mystery buyer's side under close supervision. Only hand carried equipment should be employed. No wheeled vehicles. Disturbed soils should be re vegetated.

Placement

Because of the dense understory vegetation, fencing can be located quite close to the trail. In some places as close as 20 feet will not be noticeable. Fence alignment should take advantage of the micro relief of the site, hiding behind small rises and in depressions. Great care need only be taken if fencing is required in fern glades on concave slopes rising from the trail. Even in these locations, if they exist in the study area, there are ample opportunities for concealing the recommended fence.

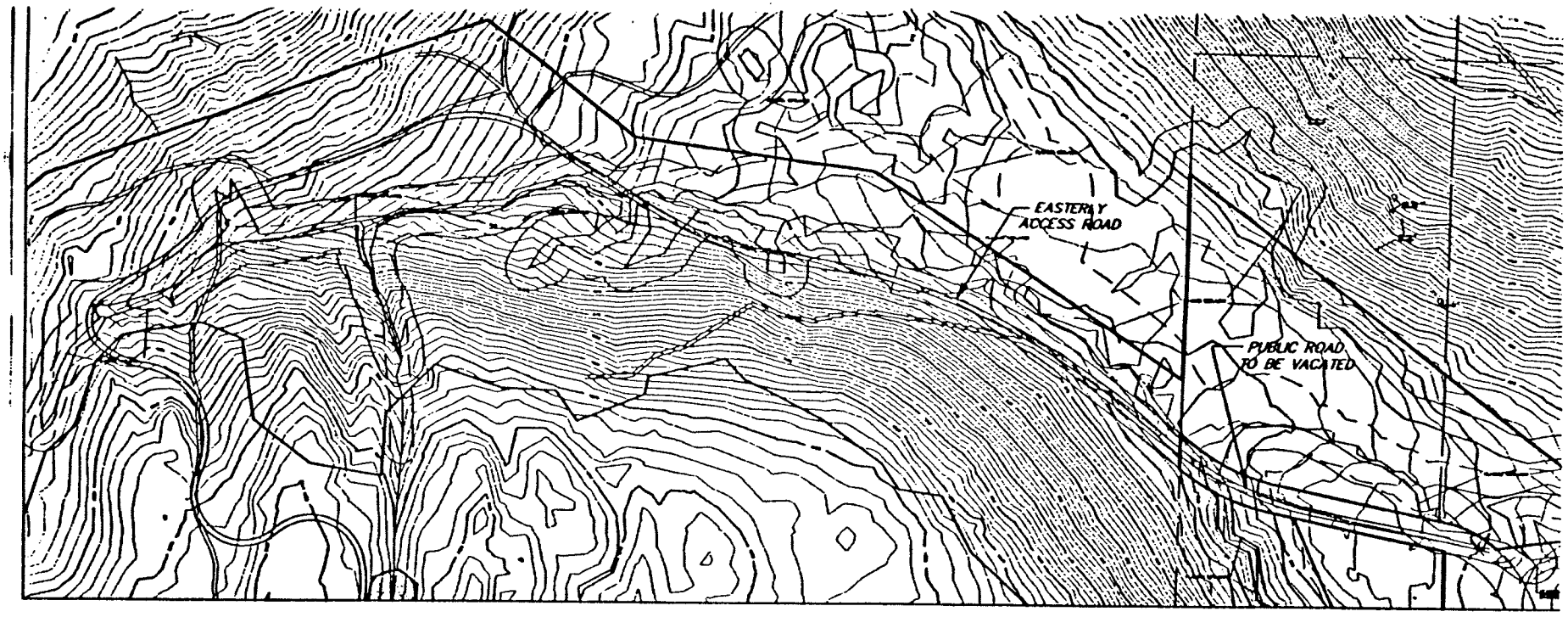
Conclusion

The flagged alignments for trail and driveway are generally suitable for the intended purpose and user experience goals. Minor adjustments should be made to minimize the wetland interface. Fallen tree barriers and trail obliteration should be implemented on the telephone cable alignment, and possibly on smaller scale trails that might be discovered during public trail construction. More overt signing and possibly fencing and gating should be installed on the driveway. No other barrier action seems necessary as a preliminary action.

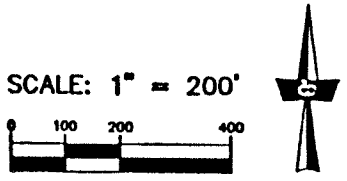
In conjunction with all of these recommendations is the assumption that alternative trails, braids and shortcuts will be closed and discouraged on a regular basis, especially during the first several seasons of public trail use.

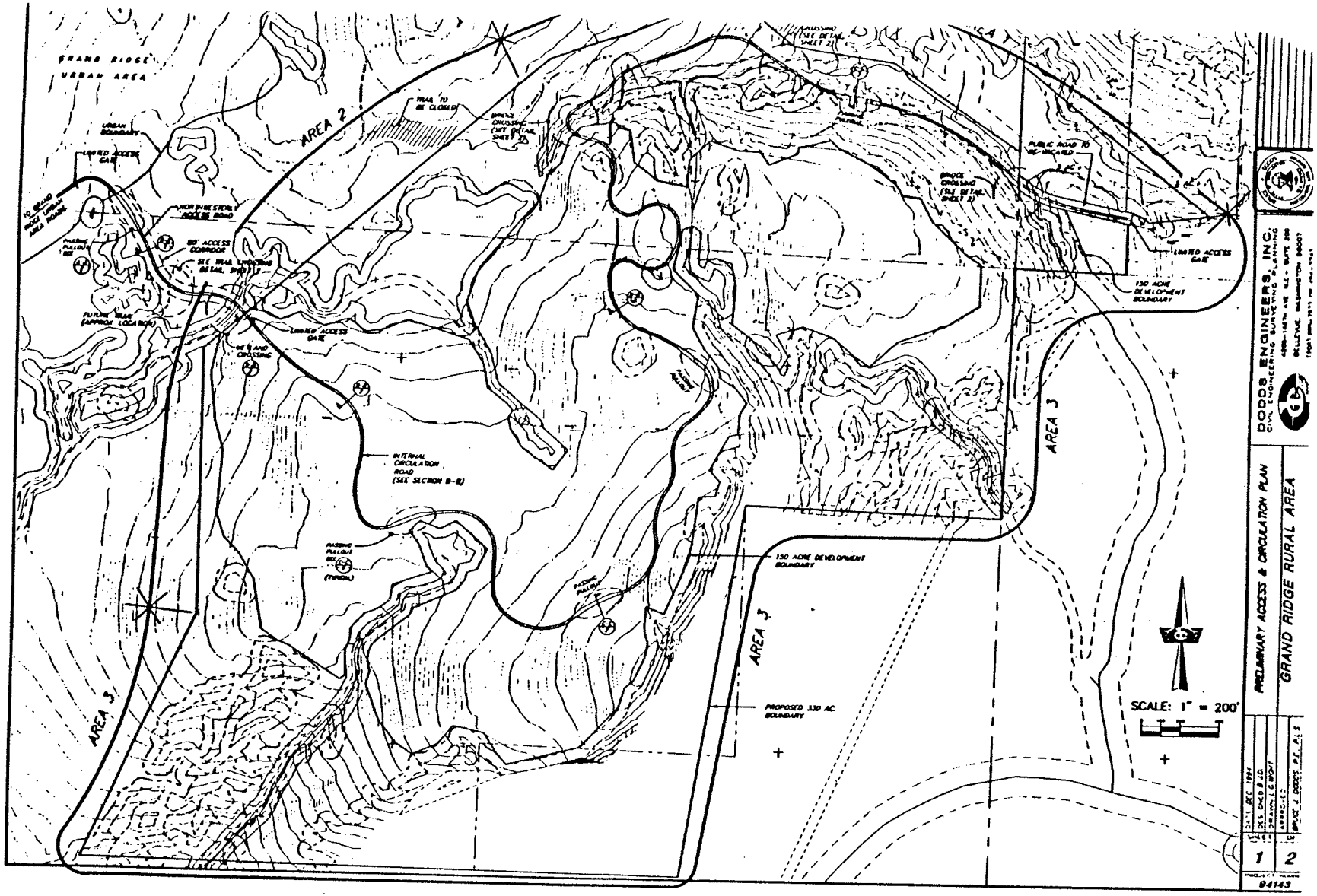
APPENDIX M

RURAL AREA - LEGAL DESCRIPTION AND MAP OF WESTERN ACCESS EASEMENT (including Temporary Construction Easement) and MAP DEPICTING EASTERN ACCESS EASEMENT



GRAND RIDGE RURAL AREA




GRAND RIDGE URBAN AREA
URBAN BOUNDARY
LIMITED ACCESS GATE
AREA 2
AREA 3
AREA 3
AREA 3
INTERNAL CIRCULATION ROAD (SEE SECTION B-B)
150 ACRE DEVELOPMENT BOUNDARY
PROPOSED 339 AC BOUNDARY
SCALE: 1" = 200'
DODDS ENGINEERS, INC.
CIVIL ENGINEERING SURVEYING PLANNING
PRELIMINARY ACCESS & CIRCULATION PLAN
GRAND RIDGE RURAL AREA
1
2
94143

S.E. RURAL PARCEL
[330 acres ±]

THAT PORTION OF SECTIONS 24 AND 25, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, AND OF GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237 H, RECORDS OF SAID COUNTY; THENCE SOUTH 01°27'18" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 1293.56 FEET TO THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., THENCE NORTH 88°00'34" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER 1331.08 FEET TO THE NORTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°14'34" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER 1299.80 FEET TO THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 25; THENCE SOUTH 01°12'37" WEST ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 25, 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO 8708061208, RECORDS OF SAID COUNTY, THENCE SOUTH 74°38'32" WEST ALONG SAID TRACT 150.00 FEET; THENCE SOUTH 01°12'37" WEST ALONG SAID TRACT 153.46 FEET; THENCE NORTH 74°38'32" EAST ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER 1324.18 FEET TO THE CENTER-NORTH-SOUTH ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 82°19'00" WEST 1898.09 FEET; THENCE NORTH 21°10'30" EAST 1126.65 FEET; THENCE NORTH 00°21'25" EAST 1374.04 FEET; THENCE NORTH 49°07'18" EAST 2324.07 FEET; THENCE NORTH 70°11'35" EAST 1007.05 FEET; THENCE SOUTH 51°48'56" EAST 407.49 FEET; THENCE SOUTH 81°36'42" EAST 522.48 FEET; THENCE SOUTH 56°24'23" EAST 798.23 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 01°10'47" EAST ALONG SAID WEST LINE 443.20 FEET; THENCE SOUTH 52°15'54" EAST 1233.56 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO 25-24-6-4; THENCE SOUTH 82°27'04" WEST ALONG SAID MARGIN 258.52 FEET; THENCE NORTH 76°10'14" WEST ALONG SAID MARGIN 164.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04° 10' 32" A DISTANCE OF 19.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 77°16'58" WEST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 52°36'58" WEST ALONG SAID MARGIN 60.11 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°10'47" WEST ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE SOUTH 52°36'58" EAST ALONG SAID MARGIN 16.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24° 40' 00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°16'58" EAST ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING

A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06° 18' 55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE SOUTH 01°09'57" WEST ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88°16'10" WEST ALONG SAID SOUTH LINE 566.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25 AND THE POINT OF BEGINNING.

EXCEPT THE SOUTH 30.00 FEET OF THE WEST 138.00 FEET OF THE EAST 953.82 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;
EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH-SOUTHEAST ONE-SIXTY-FOURTH CORNER OF SAID SECTION 25; THENCE NORTH 88°15'21" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 71.03 FEET TO THE WESTERLY EDGE ON AN EXISTING GRAVEL ACCESS DRIVE; THENCE NORTH 03°16'35" WEST ALONG SAID EDGE 3.32 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 292.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 23° 04' 50" A DISTANCE OF 117.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°48'15" EAST ALONG SAID EDGE 79.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 613.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND EDGE THROUGH A CENTRAL ANGLE OF 07° 43' 52" A DISTANCE OF 82.84 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 01°12'37" WEST ALONG SAID EAST LINE 271.78 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 329.61 ACRES, MORE OR LESS.

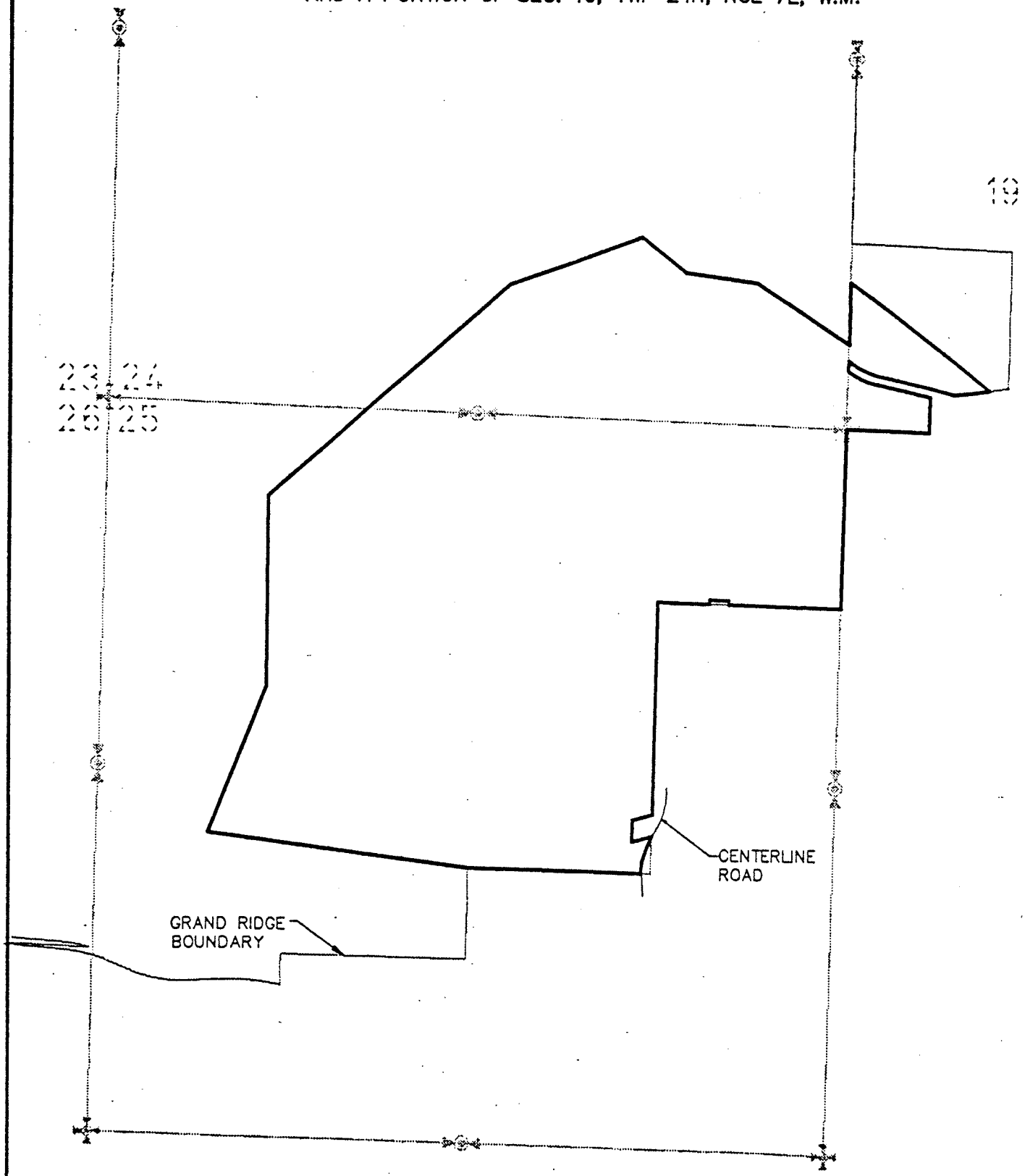
RICHARD A. DICKMAN
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 5/21/98

5-6-96

DAVID EVANS & ASSOCIATES, INC.
BELLEVUE, WASHINGTON
(206) 455-3571

EXHIBIT
SOUTHEAST RURAL PARCEL

GRAND RIDGE P.U.D.
PORTIONS OF SECTIONS 13, 23, 24, 25, 26 & 27, TWP 24N. RGE. 6E
AND A PORTION OF SEC. 19, TWP 24N, RGE 7E, W.M.



0 500 1000 2000

May 6, 1996
PTBX0002
SE-E1000

APPENDIX N

RURAL AREA - ROAD DESIGN STANDARDS

Grand Ridge Rural Road Standards
Summary Table
December 7, 1995

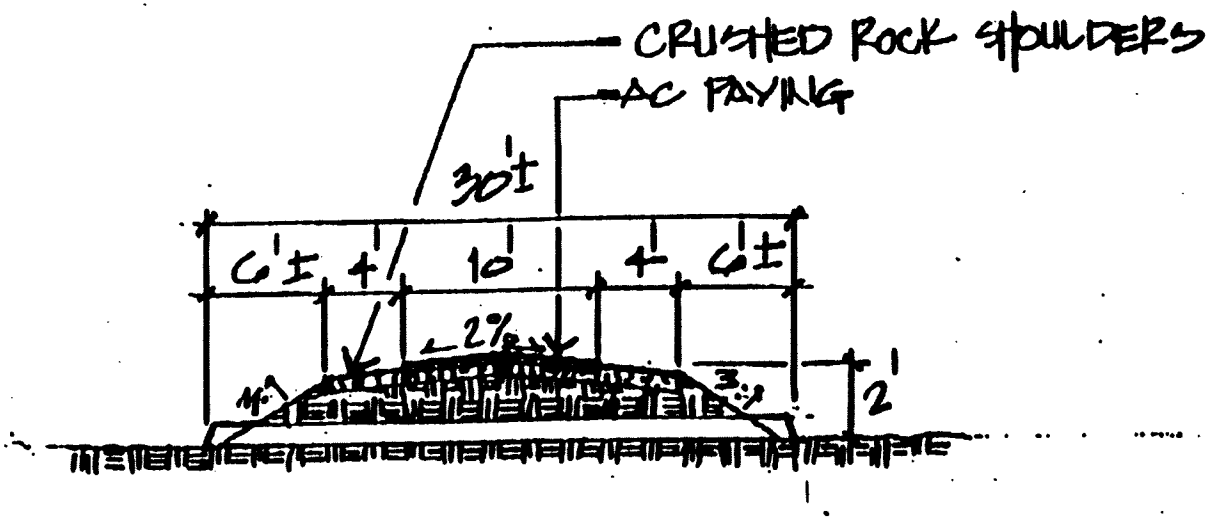
1 to 3 Permitted Dwelling Units						
Road Classification	***Design Speed***	***ROW Width***	***Pavement Width***	***Shoulders***	***Parking Allowed***	***Comments***
Eastern Access Driveway*	NA	23 feet**	10 feet**	2 feet crushed rock	no	*This standard applies to the connection from the SE Rural Parcel to 280th Ave SE and the Western Access if developed to a maximum of 3 units. **Add passing pullouts as approved by King County per internal circulation driveway standards.
Eastern Access Driveway Wetland Crossing	NA	30 feet	10 feet	4 feet crushed rock	no	
Internal Circulation Driveway	NA	23 feet	10 feet	2 feet crushed rock	no	
Internal Circulation Driveway Passing Pullout	NA	30 feet	20 feet	2 feet crushed rock	no	

4 to 40 Permitted Dwelling Units						
Road Classification	***Design Speed***	***ROW Width***	***Pavement Width***	***Shoulders***	***Parking Allowed***	***Comments***
Western Access and Internal Roadway Subaccess Street*	Low Speed Curve**	40 feet	22 feet	none	no	*This standard applies to the Western Access from the SE Rural Parcel to the Grand Ridge urban area and to the internal roads within the SE Rural Parcel. **Per 12/20/93 KCRS.
Rural Cul-de-sac	NA	100 feet	80 feet diameter*	none	no	*Includes a 36 foot diameter center planter island.

SE RURAL AREA ACCESS DRIVEWAY
WETLAND CROSSING

This standard applies to the section of the SE Rural Area Access Driveway that crosses a wetland. The driveway consists of an 18-foot wide road section within a 30-foot wide right-of-way. The paved section is 10 feet wide. Parking is not allowed on the street or shoulder.

REVISED
8-25-95



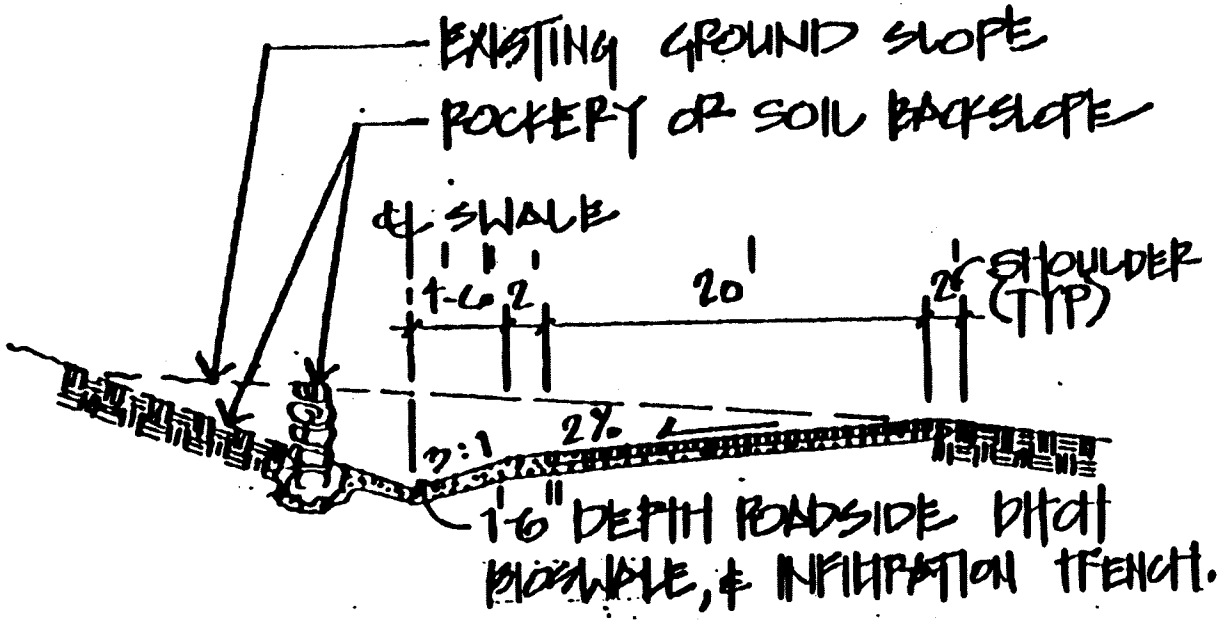
SE RURAL AREA ACCESS DRIVEWAY WETLAND CROSSING

REVISED
35-95

INTERNAL CIRCULATION DRIVEWAY
PASSING PULLOUT

The Internal Circulation Driveway passing pullout sections provides opportunities for passing in the rural area of Grand Ridge. The passing pullout consists of a 24-foot wide road section within a 30-foot wide right-of-way. The paved section can accommodate two 10-foot wide travel lanes. Parking is not allowed on the street or shoulder.

REVISED
8-25-95



INTERNAL CIRCULATION DRIVEWAY
PASSING PULLOU.

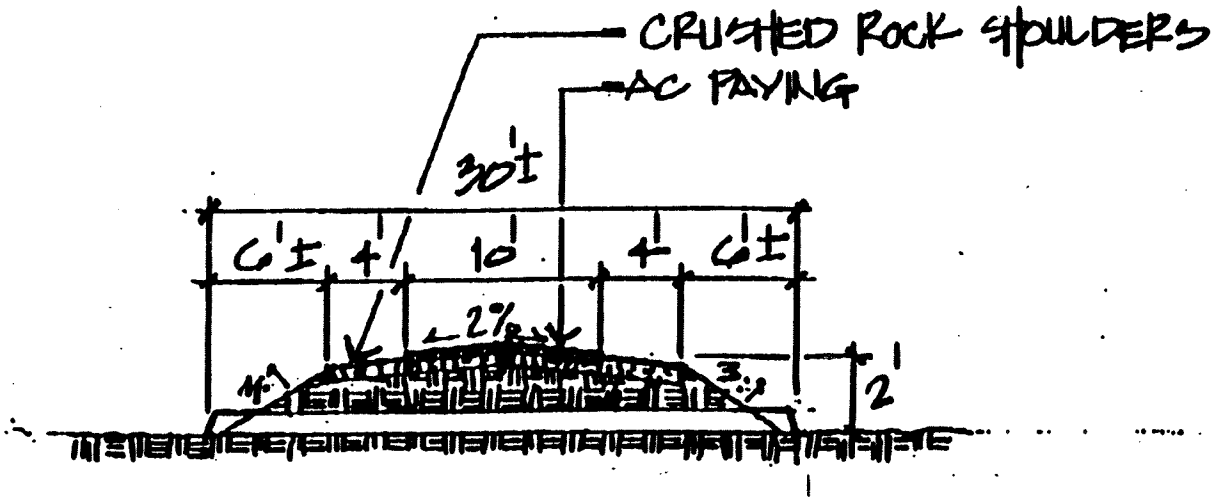
REVISE

SE RURAL AREA ACCESS DRIVEWAY AND INTERNAL CIRCULATION DRIVEWAY

The primary purpose of the SE Rural Area Access Driveway is to provide a connection from the SE rural area to the Grand Ridge urban area and from the SE rural area to 280th Ave. SE/SE 63rd Street. The Internal Circulation Driveway provides access from the Access driveway to up to three residential lots.

These driveways consist of a 14-foot wide road section within a 23-foot wide right-of-way. The paved section is 10 feet wide. Parking is not allowed on the street or shoulder.

REVISED
8-25-95



SE RURAL AREA ACCESS DRIVEWAY WETLAND CROSSING

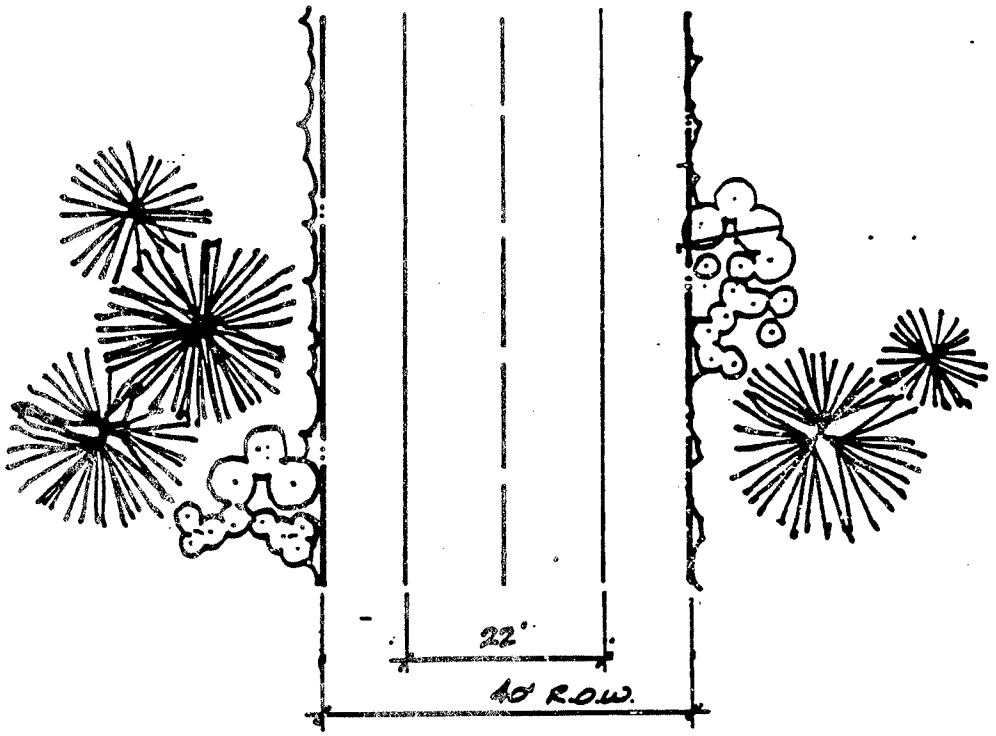
REVISED
35-95

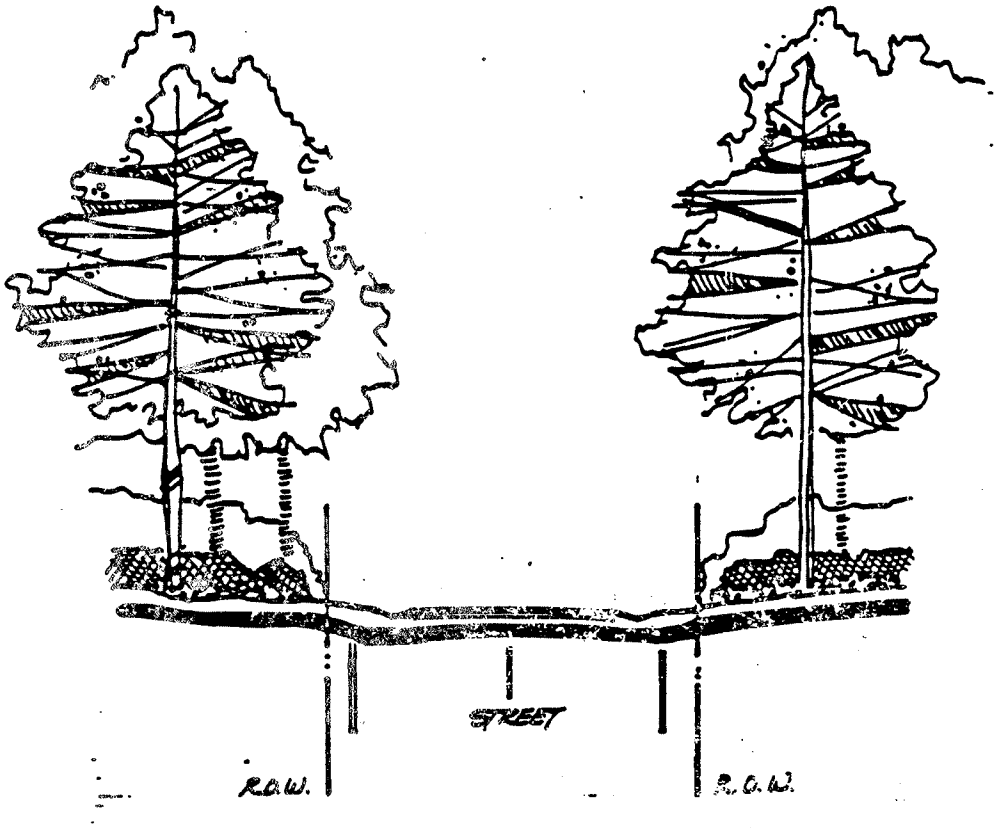
SUBACCESS STREET

The Subaccess street is a rural neighborhood residential street between 2,800 and 7,400 feet in length that terminates in a cul-de-sac. The purpose of this street is to provide access between a residential neighborhood collector street in the urban area and a limited number of residences in the rural area. The Subaccess street is designed to carry under 400 vehicular trips a day at a design speed that follows the King County Road Standards (1993) Low Speed Curve definition in Sec. 2.10.

A Subaccess street consists of a 40-foot wide right-of-way. The paved section can accommodate two 11-foot wide travel lanes. Direct vehicular access is permitted between the residential lots and the street. Parking is not permitted on the street and there are no shoulders.

REVISED
8-25-95





RURAL SUB ACCESS STREET

REVISED
8-25-95