

October 9, 1996

Introduced By:

Chris Vance

ccagord2

Proposed No.:

96-711

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ORDINANCE NO. **12534**

AN ORDINANCE relating to adoption of a joint agreement among King County, the City of Black Diamond, Palmer Coking Coal Company and Plum Creek Timber Company regarding annexation and development of properties within the City of Black Diamond Urban Growth Area.

PREAMBLE:

King County makes the following legislative findings:

1. The proposed Rural City Urban Growth Area for the City of Black Diamond is approximately 782.2 acres of land including 417 acres owned by the Plum Creek Timber Company, 160 acres of the Lake 12 neighborhood, and 50 acres of land owned by Palmer Coking Coal Company currently within the Forest Production District east of the City of Black Diamond.
2. The principle of providing four open space acres for every one acre of urban land, has been applied to the West and South Annexation areas which total approximately 417 acres new urban area. Approximately 1,668 acres of land in unincorporated King County and within the City of Black Diamond have been identified for future dedication as permanent open space through a variety of mechanisms including, but not limited to, a transfer of development rights program and fee simple dedication.
3. The open space acres have been selected for the environmental and public benefits they contribute to the City of Black Diamond and to King County. The open space acres provide additional buffers beyond standard environmental regulations, removal of development rights within critical drainage and environmentally sensitive areas, connection of regionally established wildlife habitat network, completion of linkages of the Green to Cedar Regional Trail, and contributing land to the State Conservation Corridor along the Green River.
4. The Urban Growth Areas and Open Space lands as proposed in this Agreement are consistent with the City of Black Diamond vision statement included in the Black Diamond Comprehensive Plan.
5. The proposed urban acres provide the opportunity for economic development that would benefit the local area and the southeast region of King County. As new residential, mixed-use, commercial and industrial development occurs, a broader tax base is achieved that contributes to the infrastructure and service needs of the local area.
6. 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 the Comprehensive Plans adopted by King County and the City of Black Diamond encourage coordinated land use decision making throughout incorporated and unincorporated areas of King County.
7. Such coordinated decision making offers the public and private owners unique opportunities to realize mutual benefits including preservation of open space, proponent contributions to major capital improvement needs, diversity in housing types and



1 affordability, and establishment of a range of commercial and industrial uses, all of  
2 which make for good planning.

- 3 8. Land uses and infrastructure requirements established within the Joint Agreement are  
4 consistent with applicable County and City development regulations.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 1. The Black Diamond Urban Growth Area Agreement attached to this ordinance  
7 as Appendix A is hereby approved.

8 2. The King County Executive is authorized to enter into the Black Diamond Urban  
9 Growth Area Agreement in substantially the form attached hereto as Appendix A.

10 INTRODUCED AND READ for the first time this 26<sup>th</sup> day of

11 August, 1996

12 PASSED by a vote of 11 to 2 on this 25<sup>th</sup> day of November, 1996

13 KING COUNTY COUNCIL  
14 KING COUNTY, WASHINGTON

15  
16 Chair Jane Hezue

17 ATTEST:

18 Gerald A. Peting  
19 Clerk of the Council

20 APPROVED this 5<sup>th</sup> day of December, 1996

21  
22 Gary Locke  
23  
24 King County Executive

25 Attachments: (A) Black Diamond Urban Growth Area Agreement

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## APPENDICES

### Appendix A: Maps

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- Map 2: West Annexation Area with County Open Space
- Map 3: South Annexation Area with County Open Space
- Map 4: Potential In-City Open Space
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- Map 6: In-City Forest Land
- Map 7: Urban Development Areas
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### Appendix B: Black Diamond Urban Growth Area Agreement: Four to One Open Space Acreage Calculation Table

### Appendix C: Environmental Principles-Resource, Plum Creek Timber Company

### Appendix D: Plum Creek Harvest Plan

### Appendix E: Natural Resource Principles: Based on Soos Creek Basin Plan Goals and Objectives for Fish and Wildlife Conservation

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## **BLACK DIAMOND URBAN GROWTH AREA AGREEMENT**

THIS AGREEMENT is entered into by and between KING COUNTY, a Washington home rule charter county, the CITY OF BLACK DIAMOND, a Washington municipal corporation, PLUM CREEK TIMBER COMPANY, L.P. and PALMER COKING COAL COMPANY.

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 the health, safety and general welfare of its citizens, including land use plans and development regulations, annexation agreements, and development agreements; and

WHEREAS the City of Black Diamond is a municipal corporation incorporated under the laws of the State of Washington with 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 Plum Creek Timber Company, L.P. and Palmer Coking Coal Company are owners of property within and in the vicinity of the Urban Growth Area for the City of Black Diamond; and

WHEREAS the King County Countywide Planning Policies ("CPPs") designated Joint Planning Areas for those cities, including Black Diamond, where agreement on the boundaries of each city's urban growth area had not been reached and required that they be designated by the end of 1995 or be subject to ratification; and

WHEREAS the CPPs designated a maximum 3000-acre Joint Planning Area (JPA) for the City of Black Diamond, within which a UGA could be designated by King County; and

WHEREAS in Ordinance 12065, adopted in December 1995, the King County Council designated a 1927-acre UGA for the City of Black Diamond, shown on the King County Comprehensive Plan Land Use Map as "New Rural City Urban Growth Area," which includes 1767 acres of the former JPA and 160 acres in the area known as Lake 12 Neighborhood; and

WHEREAS Ordinance 12065 also provided that by December 31, 1996 the following must occur or the New Rural City Urban Growth Area shall expire and automatically revert to a Rural designation: the King County Council must designate up to 915 acres of the lands within the New Rural City Urban Growth Area for future urban development and the remainder, excluding the Lake 12 Neighborhood, according to specified ratios, as Open Space or Natural Resource Use lands; and King County, the City of Black Diamond, and the affected property owners must address and resolve in a Potential Annexation Area and/or development agreement the issues delineated in Section 3 of the Ordinance; and

WHEREAS the CPPs establish policies for designating City potential annexation areas within the countywide urban growth boundary and require each City with a potential annexation area to enter into an interlocal agreement with the County for defining service delivery responsibilities; and

WHEREAS this agreement is intended to implement the provisions Ordinance 12065 and the CPPs;

WHEREAS, RCW 39.34 provides authority for jurisdictions to enter into interlocal agreements and state law authorizes contracts between jurisdictions and property owners defining conditions of land use development and approvals;

NOW, THEREFORE, King County, the City of Black Diamond, Plum Creek Timber Company L.P., and Palmer Coking Coal Company do hereby agree as follows:

## 1. PARTIES AND MUTUAL CONSIDERATION

The parties to this Agreement are King County (hereinafter referred to as "County"), the City of Black Diamond (hereinafter referred to as "City"), Plum Creek Timber Company, L.P. (hereinafter referred to as "Plum Creek") and Palmer Coking Coal Company (hereinafter referred to as "Palmer"). The parties acknowledge that they have diverse and potentially conflicting objectives with regard to the City's Urban Growth Area, 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 annexation consistent with the terms of this Agreement, the City agrees to seek annexations consistent with the terms of this Agreement, and Plum Creek and Palmer agreeing to use and develop their property consistent with the terms of this Agreement, the parties hereby mutually promise to be bound by the terms and conditions of this Agreement.

## 2. DEFINITIONS

**"County Open Space"** means approximately 984.2 acres of land outside the Urban Growth Area within unincorporated King County to be dedicated as permanent open space under this Agreement upon annexation of the West and South Annexation Area, shown as "County Open Space" on Appendix A, Map 5.

**"East Annexation Area"** means approximately 50 acres along the eastern boundary of the City in the Urban Growth Area intended for urban development upon annexation under this Agreement and shown as "East Annexation Area" on Appendix A, Map 1.

**"In-City Forest Land"** means approximately 50 acres of land within the existing City limits subject to a limited-term conservation easement under this Agreement and shown as "In-City Forest Land" on Appendix A, Map 6.

**"In-City Open Space"** means approximately 542 acres of land within the existing City limits to be preserved as permanent open space, trails, parks, or treasured places, either by having their development rights purchased pursuant to a City TDR Program or by having their conservation otherwise provided for upon annexation of the West and South Annexation Area under this Agreement.

**"Master Planned Development" or "MPD"** means the 783 acres located in Section 22 and in the southeast quarter of Section 15 which were annexed into the City of Black Diamond in December, 1994.



**"Lake 12 Annexation Area"** means approximately 160 acres in the northeast corner of the Urban Growth Area intended for annexation under this Agreement and shown as "Lake 12 Annexation Area" on Appendix A, Map 1.

**"Potential Annexation Area" or "PAA"** means approximately 782.2 acres within unincorporated King County intended for annexation under this Agreement, which is also the City's Urban Growth Area designated in King County Ordinance 12533. It is shown as "Black Diamond Urban Growth Area/Potential Annexation Area" on Appendix A, Map 1.

**"Potential In-City Open Space"** means planned or potential open space, trails, parks and treasured places within the existing City designated as "Potential In-City Open Space" in Appendix A, Map 4 which may be amended by the City from time to time consistent with Section 3.2 and within which In-City Open Space shall be provided under this Agreement.

**"South Annexation Area"** means approximately 233.6 acres in the southern portion of the Urban Growth Area intended for annexation under this Agreement and shown as the "South Annexation Area" on Appendix A, Map 1.

**"Transfer of Development Rights or TDR Program"** means the program to be established by the City pursuant to Section 7.4 that will allow the transfer of development rights off of priority open space parcels located inside the City's boundaries to residential lands in the West, South and East Annexation Areas as well as within the existing City.

**"Urban Development Areas"** means approximately 416.9 acres within the West and South Annexation Areas intended for urban development upon annexation and shown as "Urban Development Areas" on Appendix A, Map 7.

**"Urban Growth Area" or "UGA"** means approximately 782.2 acres in unincorporated King County designated as the City's Urban Growth Area in Ordinance 12533 and shown on the County Comprehensive Land Use Map as "Rural City Urban Growth Area" and on Appendix A, Map 1 as "Urban Growth Area/Potential Annexation Area."

**"UGA Open Space"** means approximately 145 acres within the West and South Annexation Areas intended to be preserved as permanent open space upon annexation and shown as "UGA Open Space" on Appendix A, Maps 2, 3, & 7.

**"West Annexation Area"** means approximately 328.6 acres within the western portion of the Urban Growth Area intended for annexation under this Agreement shown as the "West Annexation Area" on Appendix A, Map 1.

**"West Boundary Adjustment"** means approximately 10 acres of land along the west boundary of the City intended for annexation in order to provide a road and utility corridor for future development in the City, shown as "West Boundary Adjustment" on Appendix A, Map 1.

### **3. AREAS COVERED BY AGREEMENT**

**3.1 Potential Annexation Area.** The area intended for annexation under this Agreement is the City's Potential Annexation Area, which is the UGA designated for the City by King County Ordinance 12533

and shown on Appendix A, Map 1 as "Black Diamond Urban Growth Area/Potential Annexation Area". The Potential Annexation Area, which consists of approximately 782.2 acres located in unincorporated King County, is comprised of the following:

**3.1.1 West Annexation Area.** The West Annexation Area, shown on Appendix A, Map 1 as "West Annexation Area", consists of approximately 328.6 acres of land owned by Plum Creek in the western portion of the UGA. Within the West Annexation Area, approximately 265.3 acres are intended for urban development upon annexation and are shown as "Urban Development Areas" on Appendix A, Map 2 and approximately 63.3 acres are to be set aside permanent open space upon annexation and are shown as "UGA Open Space" on Appendix A, Map 2.

**3.1.2 South Annexation Area.** The South Annexation Area, shown on Appendix A, Map 1 as "South Annexation Area", consists of approximately 233.6 acres of land owned by Plum Creek in the southern portion of the UGA. Within the South Annexation Area, approximately 151.9 acres are intended for urban development upon annexation and are shown as "Urban Development Areas" on Appendix A, Map 3 and approximately 81.7 acres are to be set aside as permanent open space upon annexation and are shown as "UGA Open Space" on Appendix A, Map 3.

**3.1.3 East Annexation Area.** The East Annexation Area, shown on Appendix A, Map 1 as "East Annexation Area", consists of approximately 50 acres of land owned by Palmer in the UGA along the eastern border of the City which is intended for urban development upon annexation to the City.

**3.1.4 Lake 12 Annexation Area.** The Lake 12 Annexation Area, shown on Appendix A, Map 1 as "Lake 12 Annexation Area", consists of approximately 160 acres of existing residential development in the northeast portion of the UGA including that segment of the Green River Gorge Road between the existing City limits and the existing residential development surrounding Lake 12 which is intended for possible annexation into the City for future urban development

**3.1.5 West Boundary Adjustment.** Approximately 10 acres of land along the west boundary of the existing City limits shown on Appendix A, Map 1 as "West Boundary Adjustment", is intended for annexation into the City in order to facilitate proper alignment of the transportation and utility corridor to serve future urban development.

**3.2 In-City Open Space.** As detailed below in Section 5, approximately 542 acres of land within the existing City limits are to be set aside as permanent open space under this Agreement either by having their development rights purchased on or before annexation pursuant to a City TDR Program or by having their conservation otherwise provided for pursuant to Section 7.3. The areas that are eligible for use as sending sites for purchase of development rights or otherwise for provision of In-City Open Space are shown on Appendix A, Map 4 as "Potential In-City Open Space." This map may be amended by the City from time to time to add qualifying open space, trails, treasured places, or parks. Open space amendments shall be consistent with the Natural Resource Principles in Appendix E.

**3.3 County Open Space.** As detailed below in Section 5, approximately 984.2 acres of land outside the UGA within unincorporated King County are to be dedicated as permanent open space under this Agreement upon annexation of the UGA and are shown on Appendix A, Map 5 as "County Open Space".

**3.4 In-City Forest Land.** Approximately 50 acres of land owned by Palmer within the existing City limits, and shown as "In-City Forest Land" on Appendix A, Map 6, are intended to have their development rights transferred no later than the annexation of the East Annexation Area.

**3.5 Acreage Chart.** The acres reflected in this Agreement and in the chart attached as Appendix B are estimates based on the King County Department of Development and Environmental Services Geographic Information System and database used to generate the maps in Appendix A and are subject to change following more detailed study and survey, except that the combined County Open Space, UGA Open Space and In-City Open Space shall be no less than four times the combined acres in the Urban Development Areas in the West and South Annexation Areas.

#### **4. PRE-ANNEXATION TERMS AND CONDITIONS**

**4.1 Land Use Designations and Zoning for PAA.** Until annexed, the Potential Annexation Area shall be designated on the King County Comprehensive Land Use Map as "Rural City UGA". The Potential Annexation Area shall be zoned UR-P (Urban Reserve, one dwelling unit per 5 acres, with a P-suffix condition) until annexation occurs, as shown on Appendix A, Map 8, provided that any uses or development of land within the West and South Annexation Areas shall be subject to the use limitations and restrictions contained in the conservation easements covering these lands consistent with Section 4.2.1, provided further, that use and development of the lands within the East Annexation Area shall be consistent with the zoning regulations and standards including density (1 du/80 acres) that apply to F (Forest)-zoned property.

#### **4.2 Interim Conservation Easements**

**4.2.1 On Plum Creek Lands.** Upon the effective date of this Agreement, Plum Creek shall convey conservation easements to the County covering: (a) approximately 328.6 acres of land within the PAA and designated "West Annexation Area" on Appendix A, Map 1; (b) approximately 233.6 acres of land designated "South Annexation Area" on Appendix A, Map 1; and (c) approximately 942 acres of land outside the Potential Annexation Area designated "County Open Space" on Appendix A, Map 5. Except as provided in Section 7.5, and except as is necessary for the implementation and use of the King County Green River to Cedar River Regional Trail, these interim conservation easements will prohibit all use and development of the lands covered by the easements except as follows: Plum Creek may continue to conduct forest practices consistent with State law and regulations, the Environmental Principles - Resources adopted by Plum Creek and attached hereto as Appendix C, and the Plum Creek Harvest Plan attached hereto as Appendix D. Plum Creek shall conduct timber harvests consistent with the areas shown on Appendix D and shall not modify these Appendices without prior approval of the County and the City. It is acknowledged that Plum Creek will harvest its tree farm in Section 23 at times 10 to 20 years in the future, but that no plan has been prepared for that harvest. For that future harvest in Section 23, Plum Creek shall comply with

all applicable statutes and regulations and will adhere to its Environmental Principles - Resources attached hereto as Appendix C, provided however, that prior to future harvests in Section 23, Plum Creek shall submit a harvest plan to the County for informational purposes. The conservation easements conveyed to the County pursuant to this section shall be for a term of twenty (20) years from the effective date of this Agreement, revocable only upon annexation of the lands subject to the conservation easements consistent with the terms of the Agreement or termination of the Agreement pursuant to Section 9.3.

**4.2.2 On Palmer Lands.** Upon the effective date of this Agreement, Palmer shall convey a conservation easement to the City covering approximately 50 acres designated In-City Forest Land on Appendix A, Map 6. This conservation easement shall be for a term of twenty (20) years from the effective date of this Agreement, revocable only upon the five year anniversary of this agreement, or any extension of such revocation date as is provided below. This conservation easement shall preserve the In-City Forest Land in its natural state, without any resource extraction for the term of this easement; provided, however, the City and Palmer may agree to limited use of the surface of this land to support underground mining extraction techniques so long as the proposed use does not detract from the open space and viewshed purpose and subject to adequate measures to mitigate the impacts. The County in cooperation with the City will exercise its best efforts to secure funding to purchase any timber rights at the appraised fair market value in which event the conservation easement becomes perpetual. If the County and City cannot obtain funds to purchase the timber rights within the five year period provided above, the five year period for revocation shall be extended to one year after annexation of the West Annexation Area or one year after termination of the Agreement pursuant to Section 9.3 whichever occurs sooner.

At any time from the effective date of this Agreement to the revocation of the above-referenced conservation easement, the City, and or its assigns, shall have the right to purchase the remaining surface rights of the property, including timber rights, at the appraised fair market value. Palmer shall retain the coal and mineral rights, to the extent that there is no right to disturb the surface, provided, the City and Palmer may agree to limited use of the surface to support underground mining extraction techniques so long as the proposed use does not detract from the open space and viewshed purposes and subject to adequate measures to mitigate the impacts.

The fair market value shall be determined as follows:

1. The City shall give written notice to Palmer of its intent to purchase the timber and/or surface rights. In that notice the City shall provide the names of 5 M.A.I. certified appraisers with experience in valuing timber and surface rights.
2. Palmer shall have 14 calendar days from the date of the written notice to select an appraiser from the list provided by the City. If a selection is not timely made the City shall choose an appraiser from the list.
3. The selected appraiser shall provide a written appraisal within 90 days from the date the selection is made. The date for valuation shall be the date the City gave its notice of intent to purchase.
4. The selected Appraiser shall be deemed to be representing Palmer and the City and they shall each pay one half of the appraisal fee.
5. If either party disagrees with the appraised value, then they may give written notice of disagreement within 5 working days from the date the first appraisal is provided. The protesting party may then have a second appraisal done at their expense utilizing a M.A.I. certified appraisal.

6. If the second appraisal is not provided within 90 days from the date of the written notice of disagreement, or if the second appraisal differs from the first appraisal by 5 percent or less on the fair market value of the interest appraised, then the fair market value of the first appraisal shall be binding on the City and Palmer. Otherwise a third appraiser shall be selected to evaluate the first two appraisals and give an opinion on the fair market value. The third appraisal shall be binding on the City and Palmer.

7. The third appraiser shall be selected from a list of 5 M.A.I. certified appraisers provided by the King County Executive. Palmer and the City will meet within 5 working days from the date the list is provided and attempt to agree on the third appraiser. If they are unable to agree then at that meeting the Palmer and the City shall alternately strike names from the list of appraisers, with Palmer making the first strike until only one name is left, who shall be deemed the third appraiser.

8. The purchase shall close for cash within 90 days from the date a binding appraisal is obtained.

Acquisition and valuation shall be determined as if under the threat of condemnation pursuant to state law. The purchase price does not include the development rights as Palmer is obligated to transfer the development rights to other properties. The County acknowledges the City does not currently have funds to purchase the timber rights and will assist the City in obtaining the necessary funding.

**4.2.3. Parcel Descriptions.** Until the time of annexation, the lands and parcels that are the subject of this Agreement may be described generally by section, parts of section, roads, natural features, and similar means of identification. Maps showing the locations and general boundaries of such lands and parcels are attached as Appendix A to this Agreement. Plum Creek and Palmer may, at any time prior to annexation and at their own expense, do surveying and create legal descriptions for any of the lands or parcels that are the subject of this Agreement; provided, however, that legal descriptions shall be required at the time of annexation for all parcels that are to be dedicated or subject to conservation easements pursuant to this Agreement.

**4.3 Pre-annexation Water and Sewer Service to Lake 12 Annexation Area.** Following the effective date of this Agreement and prior to annexation of the Lake 12 Annexation Area, the City may provide water and sewer services to the existing lots in the Lake 12 Annexation Area subject to amendment of the Soos Creek Water and Sewer District interlocal agreement, if necessary and provided water and sewer service can be provided without adversely impacting the ability of the City to provide such services to development within the existing City limits. Provision of any such water and sewer service is dependent upon attainment of a funding package that may include some combination of local improvement district (LID) revenues, grants, and County sources and shall provide for future contributions from property owners for service to new residential development. The parties acknowledge that the City shall incur no expense to provide water and sewer service to the Lake 12 Area.

## **5. ANNEXATION TERMS AND CONDITIONS**

**5.1 Annexation of PAA.** The City agrees to annex, and the County agrees to support annexation of, lands within the Potential Annexation Area consistent with the terms of this Agreement. If the conditions in this Agreement governing annexation of any of the lands within the Potential Annexation Area are satisfied, Plum Creek and Palmer agree, with respect to their properties, to each to petition for and the City agrees to approve annexation of such lands except for the Lake 12

Annexation Area. The effective date of the annexations for the South, West, and East Annexation Areas shall be no later than the award of construction contracts for infrastructure in the respective Potential Annexation Areas, or earlier, at the time that commitments to construct and provide such infrastructure are in place consistent with Sections 5.2(b), 5.3(b) and 5.4(b).

**5.2 Annexation of West Annexation Area.** The West Annexation Area shall not be annexed unless and until all of the following conditions are met:

(a) The following planning and implementation actions are completed:

(1) Update of the City's Comprehensive Plan to address annexation of and urban development in the Potential Annexation Area and adoption of implementing development regulations;

(2) Adoption of a comprehensive sewer plan for the existing City and Potential Annexation Area which includes analysis of existing capacity of the current system, projected infrastructure needed to meet future growth, phasing/timeline for infrastructure construction, and a strategy for financing the construction and maintenance of each phase in accordance with applicable federal, state and local standards;

(3) Execution of an interlocal agreement between the City and Soos Creek Water and Sewer District (or other provider) for provision of sewer service above the current population equivalent of 3600.

(4) Adoption of an updated comprehensive water plan for the existing City and the Potential Annexation Area which includes analysis of existing capacity of the current system, projected infrastructure needed to meet future growth, phasing/timeline for infrastructure construction, and a strategy for financing the construction and maintenance of each phase;

(5) Execution of an interlocal agreement between the City and County regarding any needed road improvement identified by the City or County.

(6) Adoption by the City of a TDR program pursuant to Section 7.4 below.

(b) Water and sewer service and major road access, which shall include an east-west connection ("Pipeline Road"), for the West Annexation Area are available at the time of annexation or contracts for construction of such infrastructure have been awarded, or the County, City and Plum Creek agree that commitments to construct and provide such infrastructure are in place so that service can be provided at the time of project completions; and

(c) Open space is provided as follows:

(1) Approximately 63.3 acres of UGA Open Space within the West Annexation Area, shown as "UGA Open Space" on Appendix A, Map 2, shall be subject to conservation easements consistent with Section 7.2 of this Agreement;

(2) Approximately 645.2 acres of County Open Space, shown as "County Open Space" on Appendix A, Map 2, shall be dedicated to the County consistent with Section 7.1 of this Agreement; and

(3) Approximately 347 acres of In-City Open Space shall be protected or conserved as open space consistent with Section 7.3 of this Agreement.

**5.3 Annexation of the East Annexation Area.** The East Annexation Area shall not be annexed unless and until all of the following conditions are met:

(a) The West Annexation Area is annexed; provided, however, that annexation of the East and West Annexation Areas may occur simultaneously so long as all annexation conditions for both annexation areas are satisfied and:

(b) Water and sewer service and major road access for the East Annexation Area are available at the time of annexation or contracts for construction of such infrastructure have been awarded, or

commitments to construct and provide such infrastructure are in place so that service can be provided at the time of project completions.

**5.4 Annexation of the South Annexation Area.** The South Annexation Area shall not be annexed unless and until all of the following conditions are met:

(a) The West and East Annexation Areas are annexed into the City; provided, however, that the annexation of the South, East and West Annexation Areas, or the South and East Annexation Areas, may occur simultaneously so long as all annexation conditions for all annexation areas are satisfied and provided further, when the South Annexation Area is ready for annexation, the East Annexation Area must also proceed to annexation, and provided further that the annexation of the South Annexation Area may precede annexation of the East Annexation Area if the East Annexation Area has not been annexed by December 31, 2006 despite all reasonable efforts by the owners of the East Annexation Area;

(b) Water and sewer service and major road access for the South Annexation Area are available at the time of annexation or contracts for construction of such infrastructure have been awarded or the County, City and Plum Creek agree that commitments to construct and provide such infrastructure are in place so that service can be provided at the time of project completions; and

(c) Open space is provided as follows:

(1) Approximately 81.7 acres of UGA Open Space within the South Annexation Area, shown as "UGA Open Space" on Appendix A, Map 3, shall be subject to conservation easements consistent with Section 7.2 of this Agreement;

(2) Approximately 339 acres of County Open Space, shown as "County Open Space" on Appendix A, Map 3, shall be dedicated to the County consistent with Section 7.1 of this Agreement; and

(3) Approximately 195 acres of In-City Open Space shall be protected or conserved as open space consistent with Section 7.3 of this Agreement.

**5.5 Annexation of the Lake 12 Annexation Area.** The Lake 12 Annexation Area shall not be annexed unless and until all of the following conditions are met:

(a) The West Annexation Area is annexed; provided, however, that annexation of the West Annexation Area and Lake 12 Annexation Area may occur simultaneously so long as all annexation conditions for both annexation areas are satisfied;

(b) A pre-annexation agreement is entered into between the City and County with a funding package anticipated to include some combination of local improvement district (LID) revenues, and federal, state, and County sources;

(c) Water and sewer service can be provided upon annexation without adversely impacting the ability of the City to provide such services to development within the existing City limits; and

(d) A traffic study is completed to determine the appropriate City road standards to which the Green River Gorge Road will be improved, if necessary, following annexation.

(e) Lake 12 water quality shall meet or exceed state water quality standards pursuant to WAC 173-201A-030 (5) (c).

**5.6 Annexation of the West Boundary Adjustment.** The West Boundary Adjustment may be annexed at any time following the effective date of this Agreement.

**5.7 Phasing Areas within West Annexation Area.** The West Annexation Area may be annexed in three phases comprising the north area in Sections 2 and 3, the west area in Section 15, and the south area in Section 27 if approved by the City and County Councils; provided that for any such phasing the City and County Councils must determine the proportional provision of County, In-City and UGA Open Space required in Section 5.2(c) to fulfill the four to one requirements of open space to urban development; and provided further that infrastructure to the areas to be annexed must be provided consistent with Section 5.2(b).

## **6. URBAN DEVELOPMENT IN THE ANNEXED LANDS**

**6.1 Development Agreement.** On or before annexation of the West and South Annexation Areas, the City shall enter into a development agreement with Plum Creek which shall establish land uses, zoning and development standards for the Urban Development Areas in the West and South Annexation Areas consistent with the standards and service levels set forth below.

**6.2 Land Uses and Zoning.** Upon annexation of the West and South Annexation Areas, the City shall adopt land use designations and zoning for the Urban Development Areas that will permit the land uses as shown on Appendix A, Map 7; provided that the City and Plum Creek may agree to such other mixes of urban land uses within the Urban Development Areas of the West and South Annexation Areas as may be necessary to respond to real estate market and finance conditions. Upon annexation of the East Annexation Area, the City shall adopt land use designations and zoning that will permit urban residential development in this area. Upon annexation of the Lake 12 Annexation Area, the City shall adopt land use designation and zoning that will permit urban residential development at one dwelling unit per acre in the Lake 12 Annexation Area.

**6.3 Residential Density.** Following annexation, the West, South and East Annexation Areas shall be developed at a minimum average residential density of four units per acre. Maximum densities shall be determined prior to annexation as part of a development agreement between the City and property owners. Innovative planning, zoning and design shall be used to provide a variety of housing types serving all market segments. The base residential densities shall be two dwelling units per acre. The additional zoned residential density shall be achieved through participation in the City's TDR Program.

In the event development rights cannot be purchased through the City's TDR Program from either a private party or the TDR bank, or it is demonstrated to the City that, despite commercially reasonable efforts, development rights cannot be purchased on terms and conditions that allow annexation or development approvals to proceed, In-City Open Space created through other mechanisms consistent with Section 7.3 of this Agreement may be used as a density credit in the subject receiving area.

**6.4 Development Standards.** Following annexation the West, East, South, and Lake 12 Annexation Areas shall be developed under the jurisdiction of the City and shall at a minimum comply with the following County standards:

**6.4.1 Affordable Housing.** The parties will work with other local governments and appropriate agencies to maintain Black Diamond's fair-share of affordable housing and in that regard will take into account the City's existing housing stock.



**6.4.2 Surface and Ground Water.** The City shall adopt either the King County Surface Water Design Manual or Department of Ecology Stormwater Management Manual or standards substantially consistent either of the above.

**6.5 Water, Sewers and Roads.** The parties anticipate relying on a variety of funding sources and mechanisms to finance the planning, engineering and construction of water, sewer and road infrastructure to serve the East, West, South and Lake 12 Annexation Areas. The parties acknowledge that the City's existing infrastructure may not be able to serve future development without modifications to the existing system. The City's existing utility and transportation systems will likely need to be expanded and/or upgraded to serve the Potential Annexation Area and the properties already in the City adjacent to the Potential Annexation Areas that are owned by Palmer or Plum Creek. New, expanded and/or upgraded infrastructure to serve the Potential Annexation Area will be analyzed in the updates of the City's Comprehensive Plan and Water and Sewer Comprehensive Plans. The planning for this infrastructure will proceed on the schedule shown in Section 8.1. The City, with the assistance of the other parties, will seek federal, state, local government (County, City and utility districts) and public/private funding for the infrastructure planning, engineering and construction necessary to implement this Agreement. The parties anticipate that local improvement districts (LIDs) will be formed for these purposes. The City shall have the right, but not the obligation, to use LIDs as a funding mechanism. Where necessary and appropriate, the City agrees to form, or support the formation of, such LIDs. Plum Creek and Palmer agree to participate in such LIDs, and not to protest the formation of said LIDs, to the extent their properties are benefited, on a fair share basis, as provided in state law. Furthermore, Palmer shall convey to the City the necessary right of way for the east-west road ("Pipeline Road"). In such case Palmer shall be entitled to a credit for the fair market value of the conveyed right of way and any existing improvements utilized for the new roadway against any LID assessments on its property resulting from the construction of the Pipeline Road improvements. The value for the right of way, and the improvements, if any, shall be determined using the appraisal mechanism set for the in Sec. 4.2.2 provided, however, acquisition and valuation shall be as if under the threat of condemnation pursuant to state law. If an LID is not used as the funding mechanism, Palmer shall be entitled to a credit against other City charges to the extent authorized by State law.

**6.6 Open Space within the Urban Development Areas.** Since the City, County and Plum Creek agree that the development potential of the unconstrained lands in the West and South Annexation areas should be maximized, it is agreed that the provisions made for open space under this Agreement fulfill all open space requirements for development of the Urban Development Areas in the West and South Annexation Areas. Developers and builders may, solely at their own discretion, provide additional open space for design or market reasons so long as they achieve the minimum densities in the residential areas. This section is not intended to be a limitation upon the City's right to exercise its authority to require the provisions of parks, playfields, or other active recreational amenities as part of the development permit process to the extent those requirements are consistent with the City's policies and regulations in place at the time a complete development permit application is submitted. If the UGA Open Space does not include sufficient park and recreation facilities to satisfy development standards, the City may require such park and recreation facilities in the Urban Development Areas.

**6.7 Permit Processing.** The City agrees to process project permit applications within the review period mandated by State law.

**6.8 Additional Conditions Relating to Lake 12 Annexation Area.** In addition to the standards governing development in the UGA set forth in this Section 6, the Lake 12 Annexation Area shall be subject to the following standards and service levels upon annexation to ensure that urban growth does not occur in the adjacent rural and resource lands and to minimize impacts to such lands from development in the Lake 12 Annexation Area:

(a) Any new residential development in the Lake 12 Annexation Area shall be sited and clustered away from the adjacent rural and resource lands and required to create a buffer of permanent open space between the residential development and rural and resource lands;

(b) Water and sewer systems shall be sized to accommodate the Lake 12 Annexation Area only and connections by property owners in the adjacent rural and resource lands shall be prohibited;

(c) No Four-to-One Program proposals pursuant to Comprehensive Plan policies I-204 and I-205 shall be approved along the Lake 12 Annexation Area UGA Boundary; and

(d) Any new residential development shall contribute as appropriate its fair share to the funding of any improvements required by the City to the Green River Gorge Road.

## **7. OPEN SPACE**

**7.1 County Open Space.** On or before the effective date of annexation of the West Annexation Area, provided said date is within 20 years of the effective date of this agreement, Plum Creek shall convey to King County fee title to approximately 645.2 acres of land designated "County Open Space" on Appendix A, Map 2. On or before the effective date of annexation of the South Annexation Area, provided said date is within 20 years of the effective date of this Agreement, Plum Creek shall convey to King County fee title to approximately 339 acres of land designated "County Open Space" on Appendix A, Map 3. These County Open Space lands shall be dedicated as permanent open space and shall be owned and managed by the County as part of the King County Open Space and Trail System or for their forest resource value. Title to County Open Space conveyed by Plum Creek pursuant to this section shall be subject to any reservations, easements, and other encumbrances of record as of September 1, 1996 that are agreed to by King County. It is acknowledged that Plum Creek does not own oil and gas rights and that the County shall take title subject to these oil and gas rights.

**7.2 UGA Open Space.** On or before the effective date of annexation of the West Annexation Area, provided said date is within 20 years of the effective date of this Agreement, Plum Creek shall convey to the City and County conservation easements covering approximately 63.3 acres of land within the West Annexation Area designated as "UGA Open Space" on Appendix A, Map 2. On or before the effective date of annexation of the South Annexation Area, provided said date is within 20 years of the effective date of this Agreement, Plum Creek shall convey to the City and County conservation easements covering approximately 81.7 acres of land within the South Annexation Area designated as "UGA Open Space" on Appendix A, Map 3. Such conservation easements shall preserve UGA Open Space as permanent open space as provided in Section 7.5. County Open Space shall be conveyed in a reasonably fit condition and prior to conveyance of the fee to the County Open Space, King County shall be afforded reasonable time to conduct due diligence inspections.

**7.3 In-City Open Space.** On or before the effective date of annexation of the West Annexation Area, provided said date is within 20 years of the effective date of this Agreement, approximately 347 acres of Potential In-City Open Space, shall be protected or conserved. On or before the effective date of annexation of the South Annexation Area, provided said date is within 20 years of the effective date of this Agreement, approximately 195 acres of Potential In-City Open Space shall be protected or conserved. Such In-City Open Space shall be protected or conserved through any of the following methods:

(a) The purchase or transfer of development rights from Potential In-City Open Space, whether purchased by Plum Creek or others, including without limitation, owners or developers of the proposed MPD, pursuant to the City's TDR Program, so long as all such lands are subject to conservation easements, provided however, that development rights from the In-City Forest Land shall not be counted unless such development rights have been purchased for use in the West or South Annexation Areas or the MPD. Where the development rights to Potential In-City Open Space have been applied as development credit within the City as it existed prior to the annexation of the MPD, such land may still qualify as In-City Open Space for the purposes of satisfying the open space acreage requirements identified above in this Section where the party requesting such designation has provided compensation to the city equal to 75 percent of the fair market value of such development right. Any such funds received by the City under this provision shall be dedicated solely to the acquisition and stewardship of open space, trails, parks, or other treasured places.

(b) In addition to the In-City Open Space conserved pursuant to Section 7.3(a) above, any permanent open space, park, trails or treasured places created within the City from the Potential In-City Open Space through dedication to the City or County, through conveyance of conservation easements to the City or County, or through other mechanisms, including any land acquired by the City or County for open space, parks, trails, or treasured places.

(c) Such other equivalent open space or mechanisms for providing open space within, or in the vicinity of, the City as agreed to by the City, County and Plum Creek.

Conservation easements required under this Section shall be conveyed in perpetuity to the City. Some conservation easements may be limited to development rights only as provided by the City TDR Program. Conservation easements may be for broader purposes in which case they shall preserve In-City Open Space as permanent open space intended to be used in a manner consistent with the purposes included in King County Code 26.04.020L, such as preservation of wetlands and other critical areas, buffers, recreational areas and natural areas, or as an urban separator and/or urban/rural buffer. At times In-City Open Space serves different functions than rural or suburban open space. Should those properties marked for potential parks use on Appendix A Map 4, be acquired in accord with the terms of this Agreement, active recreational and park uses can be used on those sites notwithstanding any of the above. A copy of King County Code 26.04. 020L is attached hereto as Appendix G and by reference incorporated herein.

**7.4 City's Open Space Transfer of Development Rights Program.** The City, with the cooperation of the parties, shall establish a Transfer of Development Rights Program for Open Space ("TDR Program"). The TDR Program shall be used to transfer development rights off of priority open space parcels located inside the City's boundaries and shown as "Potential In-City Open Space"

on Appendix A, Map 4. Development rights shall be transferable to the residential lands in the West, South and East Annexation Areas as well as within the existing City. The TDR Program may assign a larger number of transfer units to higher priority open space parcels.

To facilitate preservation of open space within the existing City limits and to facilitate planning and marketing of the residential lands in the Potential Annexation Area, the City's TDR Program shall be established during the first year of implementation of this Agreement. The TDR Program shall be designed so that it is responsive to market conditions. Specifically, the TDR Program will, among other features, include a TDR bank or similar mechanism to buy, sell and hold development rights and credits. Development rights and credits shall be transferable both through and outside of a TDR bank the City will explore in good faith, possibilities for providing capital to fund a TDR bank or other mechanism, but it is under no such obligation to provide such funds.

In those instances where a bank or other mechanism has been established and has acquired development rights to Potential In-City Open Space, the owners of the West Annexation Area or the MPD may enter into an agreement to purchase such development rights that are needed for purposes of satisfying the In-City Open Space requirements in Section 7.3. The purchase price shall be the fair market value at the time of purchase. The purchase shall close no later than the effective date of the South Annexation or the termination of this Agreement, whichever sooner occurs.

**7.5 Open Space Uses.** Except as otherwise provided in this Agreement, UGA Open Space within the West and South Annexation Areas can only be used for the purposes included in K.C.C. 26.04.020 L. such as preservation of wetlands and other critical areas, buffers, recreational areas and natural areas or as an urban separator and/or urban/rural buffer. Open space within the West and South Annexation Areas and the County Open Space immediately south of the City in Sections 23 and 27 may also be used for stormwater management and for utility and transportation corridors; provided that the "South Connector" road included in the City's Comprehensive Plan may be constructed through Section 23 prior to annexation of the South Annexation Area to provide access to the MPD; provided that substitute open space of similar value must also be provided if more than five contiguous acres of open space provided by Plum Creek or if more than twenty acres of open space provided by Plum Creek, whether contiguous or not, are used for road purposes. Such proposals for substitutions of open space shall be reviewed by the City and County as appropriate and in the case of County Open Space, must be adjacent to other County Open Space parcels. UGA Open Space in the West and South Annexation Areas may be disturbed as reasonably necessary for construction activities but must be restored and replanted with native vegetation. Furthermore, dedications of County Open Space shall not cut off road and utility access to adjacent Plum Creek parcels. Temporary access across County Open Space and permanent buried utility lines will be permitted so long as disturbed land is restored. Reasonably necessary permanent road access will be permitted so long as substitute open space is provided on a one to one basis, unless otherwise agreed by the County and Plum Creek.

**7.6 In-City Forest Land.** On or before the effective date of annexation of the East Annexation Area, all the development rights to the In-City Forest Land (100 dwelling unit equivalent) will be completely transferred to the East Annexation Area so that the East Annexation Area achieves an average minimum density of 4 units per acre, or transferred to another receiving site, or sold to Plum Creek at fair market value. If transferred other than to the East Annexation Area, or if sold, Palmer shall purchase or transfer development rights to bring the East Annexation Area up to the minimum 4 units per acre.

## 8. IMPLEMENTATION

**8.1 Schedule of Implementation.** The parties agree to implement this Agreement pursuant to the following schedule:

Date	Year of Agreement	Requirements
1996		<ul style="list-style-type: none"> <li>• Issue requests for proposals for planning work required in Section. 5.2 (a).</li> <li>• Seek grant funding.</li> </ul>
1997	1	<ul style="list-style-type: none"> <li>• Mayor of City and County Executive to designate contract administrators. Contract administrators to develop work plan which identifies tasks, schedules and responsibilities of each party.</li> <li>• Initiate planning work for updates to City Comprehensive Plan , comprehensive water plan and comprehensive sewer plan.</li> <li>• City to begin revising or establishing development regulations.</li> <li>• City to adopt Transfer of Development Rights (TDR) Program for open space.</li> <li>• Complete and publish drafts of comprehensive water plan update and comprehensive sewer plan.</li> <li>• City to adopt Comprehensive Plan update covering Potential Annexation Area.</li> <li>• Parties to develop and implement Joint Marketing Plan.</li> </ul>
1998	2	<ul style="list-style-type: none"> <li>• Complete Water and sewer plans.</li> <li>• Adopt comprehensive water and sewer plans and revise City Comprehensive Plan as necessary as a result of adoption of water and sewer plans.</li> <li>• City to adopt development regulations for the Potential Annexation Area.</li> </ul>
1999	3	<ul style="list-style-type: none"> <li>• Initiate engineering for West Annexation Area roads, water and sewer (and East or South Annexation Areas if to be annexed simultaneously with West).</li> </ul>
2000	4	<ul style="list-style-type: none"> <li>• Complete engineering for West Annexation Area roads, water and sewer infrastructure (and East or South Annexation Areas if to be annexed simultaneously with West).</li> <li>• Request bids for infrastructure construction for roads, water and sewer.</li> </ul>
2001	5	<ul style="list-style-type: none"> <li>• Contracts awarded for West Annexation Area roads, water, and sewer construction (and including East or South 2. Annexation Areas if to be annexed simultaneously with West).</li> <li>• Annexation of West Annexation Area occurs.</li> </ul>

**8.2 Joint Funding and Marketing Plans.** The parties agree to fund the 1997 implementation activities in Section 8.1 in accordance with the letter of understanding attached as Appendix J. The parties agree to negotiate an additional joint funding and implementation agreement to support the remaining planning efforts scheduled in Section 8.1. The parties also agree to support development and funding of a marketing plan pursuant to the Black Diamond Urban Growth Area Economic Development Vision. Appendix F to this Agreement.

**8.3 City and County Agreement on Administration.** The City and County may enter into an interlocal agreement for the County to administer the planning and/or permit review for the implementation of this Agreement.

**8.4 Adjustments to Boundaries and Parcels.** Adjustments of boundaries and substitutions of parcels in the West and South Annexation Areas and County Open Space may be permitted so long as the ratios of open space lands to urban lands contained in this Agreement are maintained and so long as the open space lands are part of significant natural systems, corridors, trails and are otherwise consistent with the other open space principles that have formed the basis for this Agreement. Both the City and County must approve any such adjustments or substitutions within the West and South Annexation Areas prior to annexation and the County must approve any such adjustments or substitutions to County Open Space. Any such approval shall be in writing. County Council approval will be required for any adjustments or substitutions of County Open Space which individually exceed 50 acres or cumulatively exceed 100 acres.

**8.5 SEPA/GMA Integration.** The City will be the lead agency for future environmental review to implement this agreement. Since the planning and environmental review for the Potential Annexation area will be integrated and tiered, the projects in the Potential Annexation Area may be anticipated and their environmental impacts considered in City environmental impact statements, supplements and addenda prepared during the planning and annexation phases. If the responsible official for environmental review determines that existing and future environmental documents prepared during environmental review for the Potential Annexation Area adequately address all environmental concerns relative to any project, then that environmental documents shall be adopted by reference as the environmental documents for a project application and further environmental review may not be required. Pursuant to RCW Chapter 43.21C, projects in the Potential Annexation Areas may not require environmental impact statements and may be designated planned actions. If the designated planned actions, the projects shall still be subject to environmental review and mitigation consistent with RCW 43.21.C.031.

## **9. GENERAL PROVISIONS**

**9.1 Effective Date.** This Agreement shall become effective on the date of its execution by all four parties. The Mayor and County Executive shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.

**9.2 Duration of the Agreement.** This Agreement shall remain in effect for a period of twenty (20) years from the effective date of this Agreement unless mutually extended or terminated by the parties, except that the terms and conditions of the Agreement shall continue in effect with respect to any lands annexed, dedicated or subject to conservation easements pursuant to the terms of this Agreement. Any lands not annexed to the City within 20 years of the effective date of this Agreement shall be considered by the Metropolitan King County Council during the next appropriate Comprehensive Plan amendment cycle for redesignation to non-urban land uses and shall not be annexed to the City unless and until the County and City enter into a potential annexation area agreement covering such lands.

**9.3 Termination.** The parties recognize that the amount of Plum Creek property affected by this Agreement is substantial and that the period of time Plum Creek, or its successors and assigns, must hold

the property during the pre-annexation phase is long. Therefore, Plum Creek shall have the option, but not the requirement, to terminate the Agreement under the following circumstances:

**9.3.1 Termination Due to Delays in Infrastructure Planning and Construction.** The schedules for infrastructure planning, engineering, finance and construction, for the West and South Annexation Areas are detailed in Section 8.1. As an alternative to completing any of the scheduled infrastructure planning and construction set forth in Section 8.3, the City, County, and Plum Creek may agree that annexation should proceed based on commitments to construct and provide infrastructure so it will be in place and capable of providing service at the time of project completion. If the planning and implementation actions set forth in Section 5.2 (a) have not been completed by December 31, 1999, or if infrastructure engineering or bids for infrastructure construction for the West Annexation Area have not been completed by December 31, 2000, or if construction contracts for infrastructure for the West Annexation Area have not been awarded and annexation has not occurred by December 31, 2001, Plum Creek may at any time thereafter give written notice of its intent to terminate this Agreement in twelve months. Unless Plum Creek, the City and County agree to a longer cure period, a notice of termination extends for one year the above stated deadline(s) at which the notice was directed.

Following any notice of termination, this Agreement shall terminate in twelve months unless: 1) Plum Creek withdraws the notice; 2) the extended deadline has been met, or 3) Plum Creek, the City and County agree to a longer termination cure period.

If the original schedules or extended schedules, if applicable, for the West Annexation area have been met in all respects except that water rights or service cannot, despite the best efforts of the parties, be obtained, the deadline for providing water service shall be extended for up to two additional years.

Plum Creek may also give notice of termination consistent with the process described above if infrastructure engineering for the South Annexation Area has not been completed by December 31, 2008, or if the South Annexation Area has not been annexed by December 31, 2010.

**9.3.2 Termination by Fixed Dates.** In addition to the notice of termination, cure and extension provisions in the preceding section, Plum Creek shall have the unqualified right to terminate this Agreement unless the West Annexation Area has been annexed by December 31, 2006 and the South Annexation has been annexed by December 31, 2014. In any event, consistent with Section 8.1, this Agreement shall terminate twenty years from the effective date of this Agreement.

### **9.3.3 Effect of Termination.**

**9.3.3.1 On Annexed Lands.** Upon termination of the Agreement, the terms and conditions of the Agreement shall continue to apply to any lands covered by this Agreement that have been annexed, dedicated, or subject to conservation easements pursuant to the terms of this Agreement.

**9.3.3.2 On Non-Annexed Lands.** Upon termination of the Agreement, the terms and conditions of this Agreement shall not apply to any of the lands covered by this Agreement that have not been annexed, dedicated, or subject to conservation easements pursuant to the terms of this Agreement. Any such lands within the Potential Annexation Area shall be considered by the Metropolitan King County Council during the next appropriate Comprehensive Plan amendment cycle for redesignation to non-urban land uses and shall not be annexed to the City unless and until the County and City enter into a potential annexation area agreement covering such lands. If lands within the West and South Annexation Areas are redesignated to a land use classification other than urban, they shall retain their original rural zoning

classification (or its equivalent) that existed as of December 18, 1995 (Appendix I) and shall retain the same development rights that existed under the original zoning classification for a period of five years following redesignation. Interim conservation easements that have been recorded on any of the lands covered by this Agreement shall expire upon termination of the Agreement, in which case the Plum Creek lands identified as County Open Space shall retain, for a period of five years, the same land use designation and zoning classification (or its equivalent) that existed as of December 18, 1995 (Appendices H and I).

**9.4 Amendment.** Unless otherwise provided in this Agreement, this Agreement shall not be amended without the express written approval of the parties. All amendments to this Agreement must be approved by the County Council or City Council, as applicable.

**9.5 Binding on Successors and Assigns.** The terms of this Agreement shall be binding on the parties and their successors and assigns.

**9.6 Recording.** This Agreement shall be recorded against the Plum Creek and Palmer properties covered by this Agreement as a covenant running with the land and shall be binding on Plum Creek, Palmer, and their successors and assigns.

**9.7 Indemnification, Hold Harmless and Duty to Defend.** 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 action 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.

**9.8 Severability.** In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**9.9 Dispute Resolutions.** In the event of any dispute relating to this Agreement, all parties upon the request of any other party shall meet within fourteen (14) days to seek in good faith to resolve the dispute. The City and County shall send a department director an authorized representative thereof and person with information relating to the dispute, and Plum Creek and Palmer shall send an owner's representative and any consultant or other person with technical information or expertise relating to this dispute.

**9.10 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.

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



If to the County: King County  
King County Courthouse  
516 Third Avenue  
Seattle, Washington 98014  
Attn.: King County Executive

with copy to: King County Prosecuting Attorney's Office  
E-550 Fifth Floor  
King County Courthouse  
516 Third Avenue  
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 Black Diamond  
P. O. Box 599  
Black Diamond, WA 98010  
Attn.: Mayor

with copy to: City of Black Diamond  
P. O. Box 599  
Black Diamond, WA 98010  
Attn.: City Administrator

If to Plum Creek Plum Creek Timber Company, L.P.  
999 Third Avenue, Suite 2300  
Seattle, WA 98104

with copy to: Attn.: Land Use Planning Manager  
Cairncross & Hemplemann,  
701 5th Avenue, Seattle, WA 98104  
Attn.: John Hemplemann

If to Palmer Palmer Coking Coal Company  
P. O Box 10  
31407 Highway 169  
Black Diamond, WA 98010  
Attn.: Manager

with copy Phillips, McCullough, Wilson & Fisko  
Market Place Town, Suite 1130  
2025 First Avenue  
Seattle, WA 98121  
Attn.: Jack McCullough

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF BLACK DIAMOND

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Prosecutor

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plum Creek Timber Company, L.P.

\_\_\_\_\_  
Palmer Coking Coal Company

\_\_\_\_\_  
Vice President, Resources






\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Black Diamond Urban Growth Area/ Potential Annexation Area

## Map 1

-  Lakes/Rivers
-  Incorporated Area
-  Black Diamond Urban Growth Area / PAA
-  West Boundary Adjustment
-  County Urban Growth Area Line

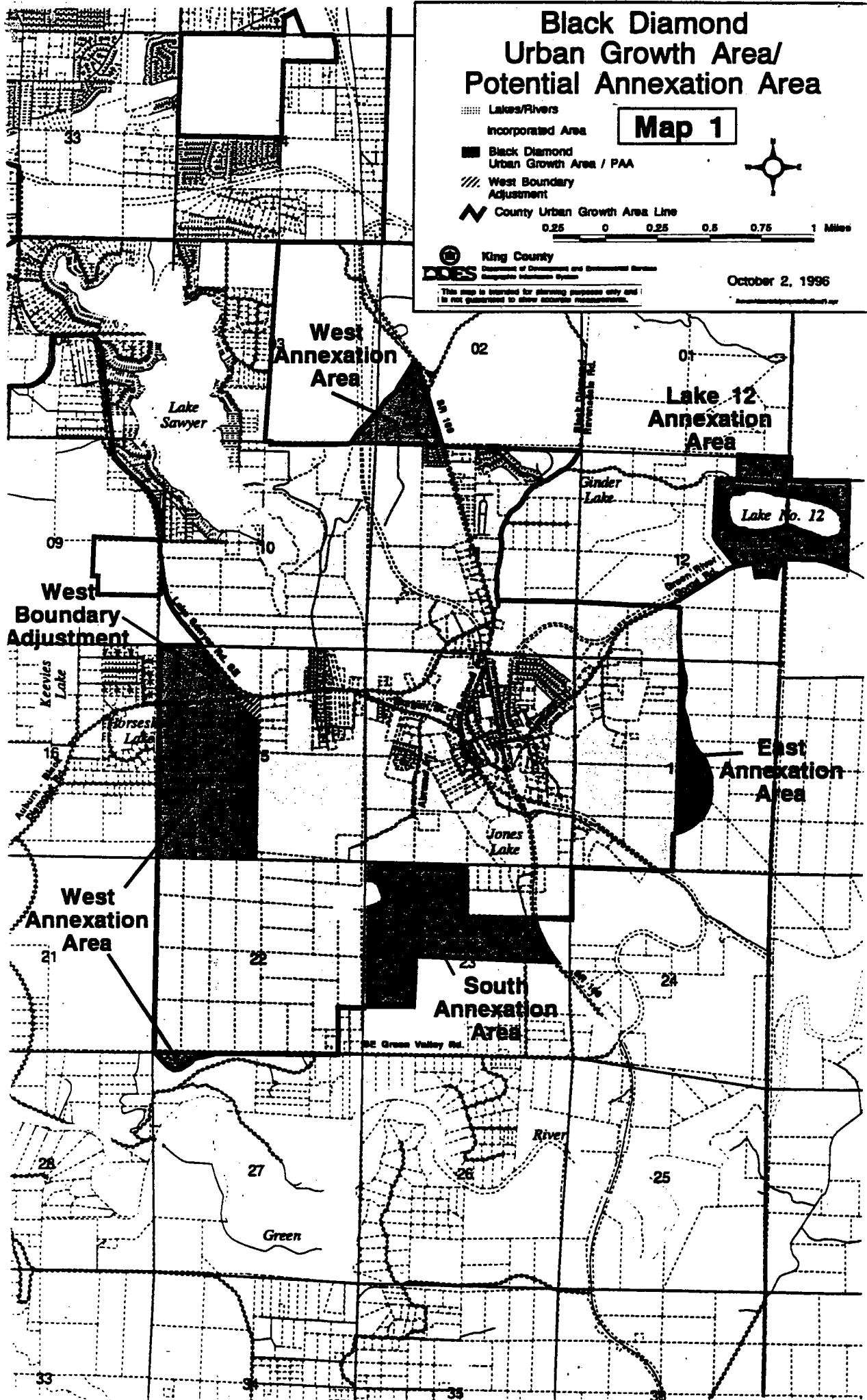


0.25 0 0.25 0.5 0.75 1 Miles

**King County**  
Department of Development and Environmental Services  
Geographic Information System

October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.



## **APPENDIX A**

### **MAPS**

- Map 1: Urban Growth Area/Potential Annexation Area
- Map 2: West Annexation Area with County Open Space
- Map 3: South Annexation Area with County Open Space
- Map 4: Potential In-City Open Space
- Map 5: County Open Space
- Map 6: In-City Forest Land
- Map 7: Urban Designation Areas
- Map 8: Zoning

# West Annexation Area with County Open Space

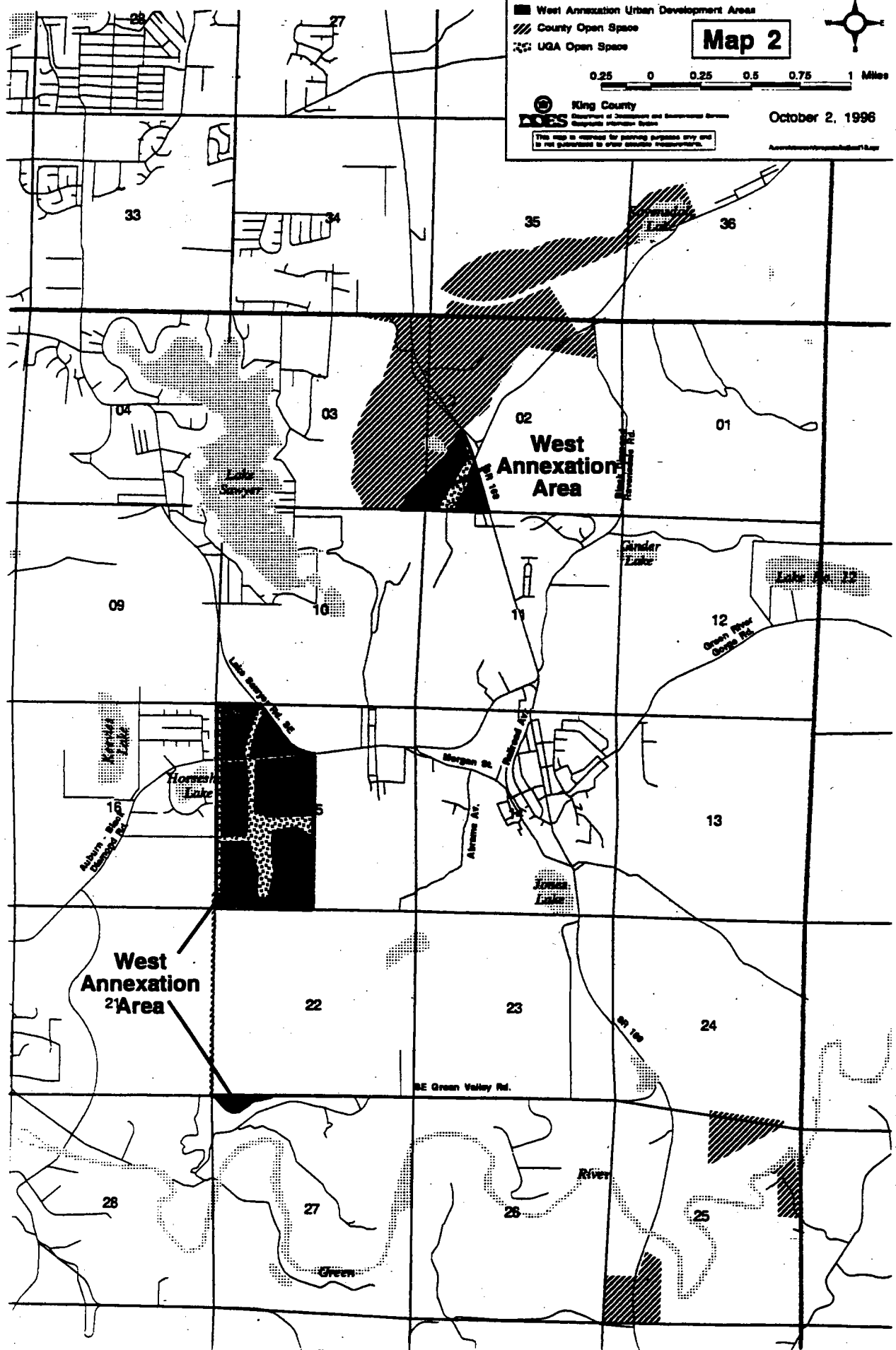
- ▨ Lakes/Rivers
- ▨ Incorporated Area
- ▨ West Annexation Urban Development Area
- ▨ County Open Space
- ▨ UGA Open Space

West Annexation Area Boundary

## Map 2

0.25 0 0.25 0.5 0.75 1 Miles

King County  
COES  
October 2, 1996



If to the County: King County  
King County Courthouse  
516 Third Avenue  
Seattle, Washington 98014  
Attn.: King County Executive

with copy to: King County Prosecuting Attorney's Office  
E-550 Fifth Floor  
King County Courthouse  
516 Third Avenue  
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 Black Diamond  
P. O. Box 599  
Black Diamond, WA 98010  
Attn.: Mayor

with copy to: City of Black Diamond  
P. O. Box 599  
Black Diamond, WA 98010  
Attn.: City Administrator

If to Plum Creek Plum Creek Timber Company, L.P.  
999 Third Avenue, Suite 2300  
Seattle, WA 98104

with copy to: Attn.: Land Use Planning Manager  
Cairncross & Hemplemann,  
701 5th Avenue, Seattle, WA 98104  
Attn.: John Hemplemann

If to Palmer Palmer Coking Coal Company  
P. O Box 10  
31407 Highway 169  
Black Diamond, WA 98010  
Attn.: Manager

with copy Phillips, McCullough, Wilson & Fisko  
Market Place Town, Suite 1130  
2025 First Avenue  
Seattle, WA 98121  
Attn.: Jack McCullough

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF BLACK DIAMOND

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Prosecutor

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Plum Creek Timber Company, L.P.

\_\_\_\_\_  
Palmer Coking Coal Company

\_\_\_\_\_  
Vice President, Resources

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date


\_\_\_\_\_  
Date

# South Annexation Area with County Open Space

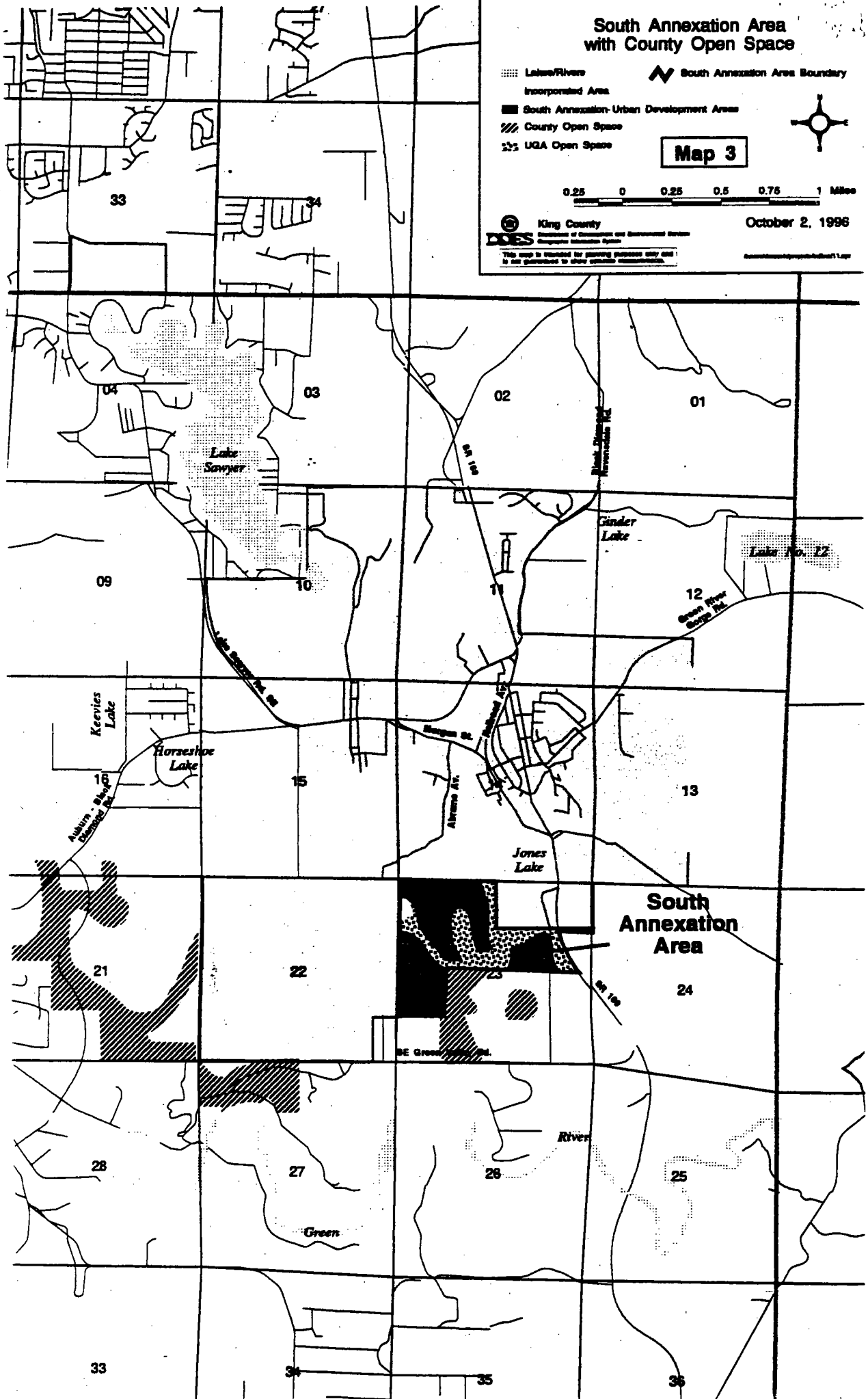
-  Lakes/Rivers
  -  Incorporated Area
  -  South Annexation-Urban Development Areas
  -  County Open Space
  -  UGA Open Space
-  South Annexation Area Boundary

**Map 3**

0.25 0 0.25 0.5 0.75 1 Miles

 King County  
 Department of Community and Environmental Services  
 Geographic Information System  
 This map is intended for planning purposes only and  
 is not guaranteed to show specific measurements.

October 2, 1998





# Potential In-City Open Space

- Lakes/Rivers
- Incorporated Area
- Wildlife Network
- P Potential Park

Potential In-City Open Space:

- Primary Open Space
- Secondary Open Space

## Map 4

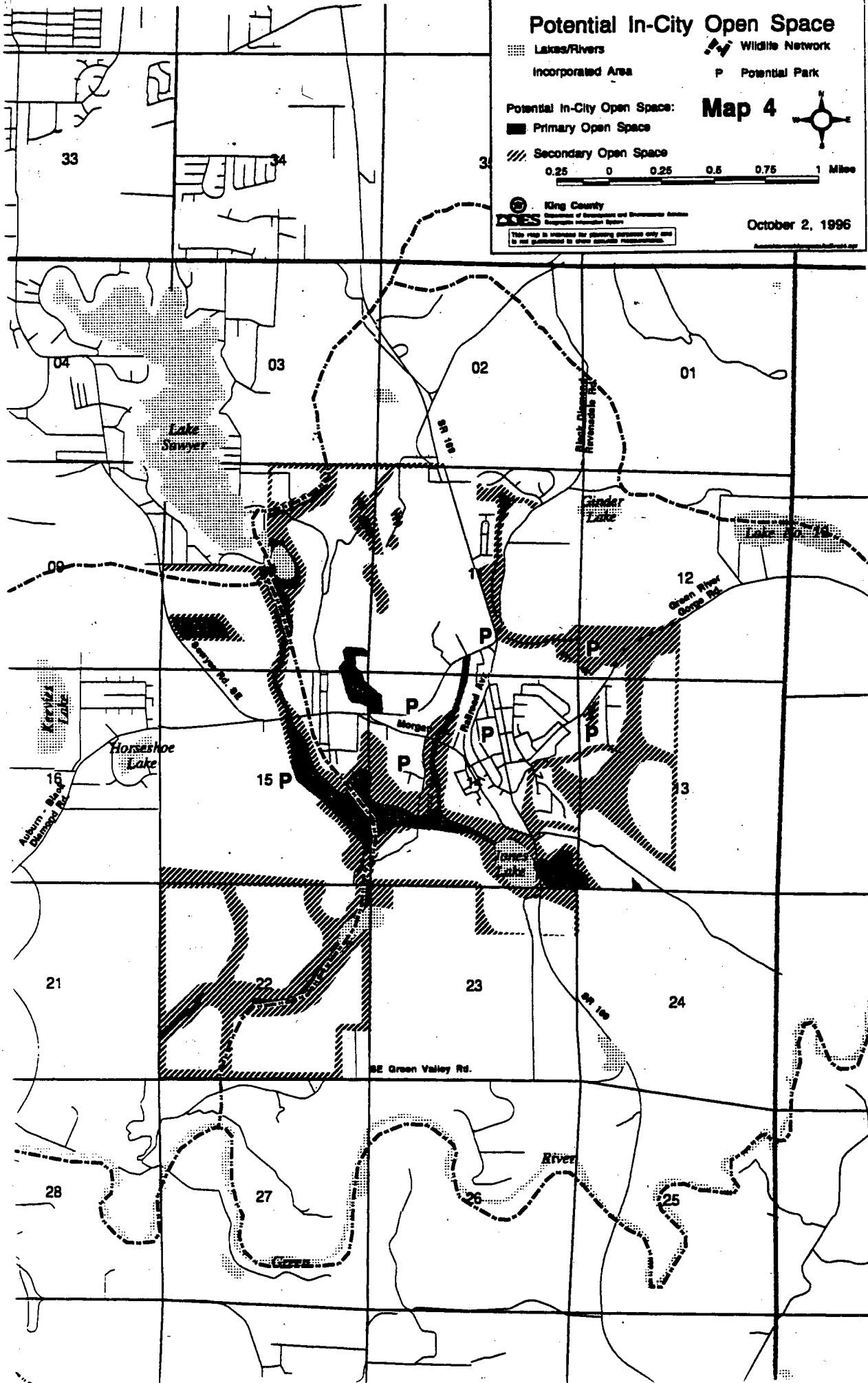


0.25 0 0.25 0.5 0.75 1 Miles

King County  
Department of Development and Transportation  
Department of Planning Services

October 2, 1996

This map is intended for general purposes only and is not guaranteed to show accurate information.



# County Open Space

- Lakes/Rivers
- Incorporated Area
- Wildlife Network
- County Open Space
- Existing State/County Park Lands

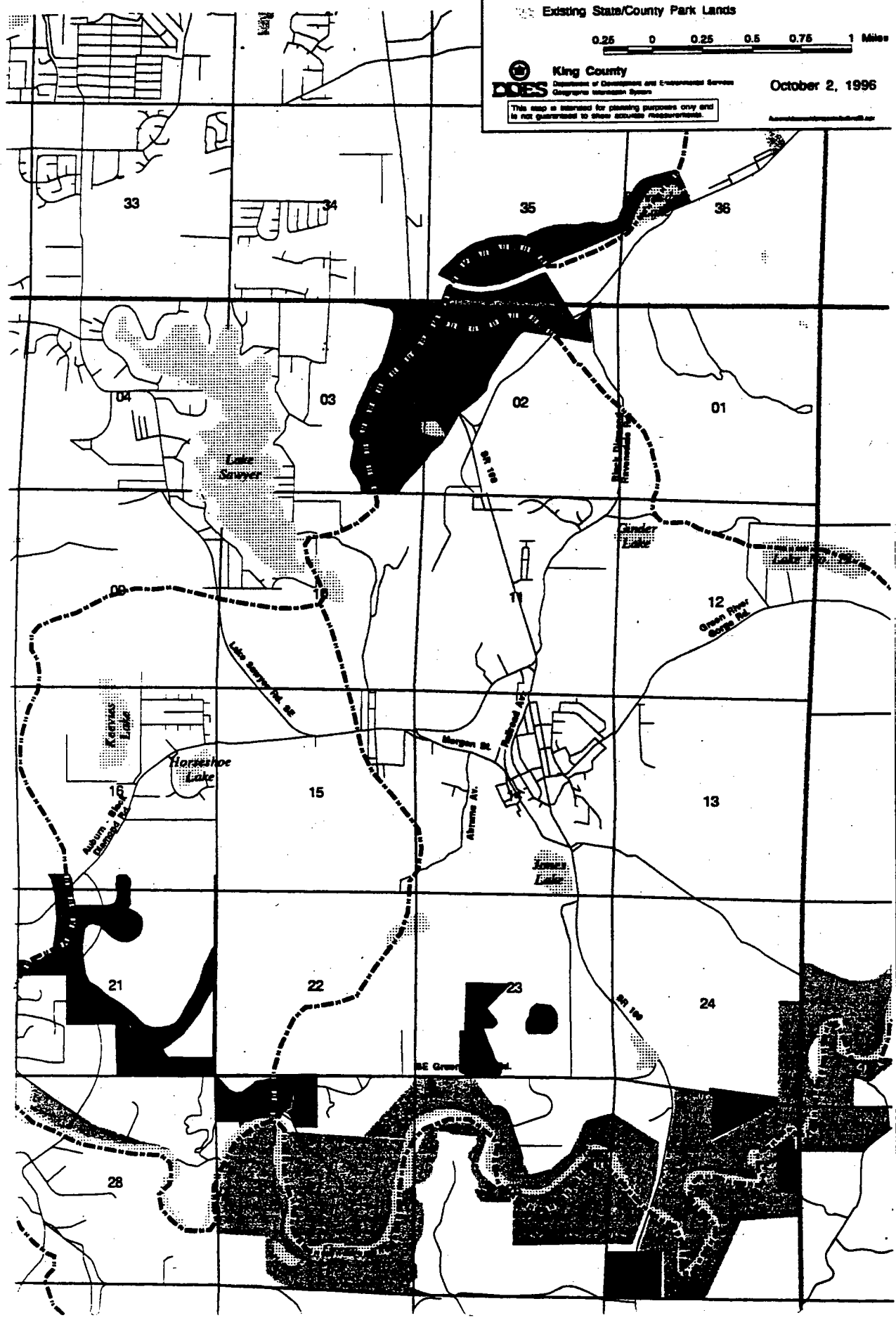
**Map 5**



0.25 0 0.25 0.5 0.75 1 Miles

**King County**  
Department of Development and Environmental Services  
Geographic Information System  
October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.



# In-City Forest Land

Map 6

- Lakes/Rivers
- Incorporated Area
- In-City Forest Land
- East Annexation Area
- County Urban Growth Area Line

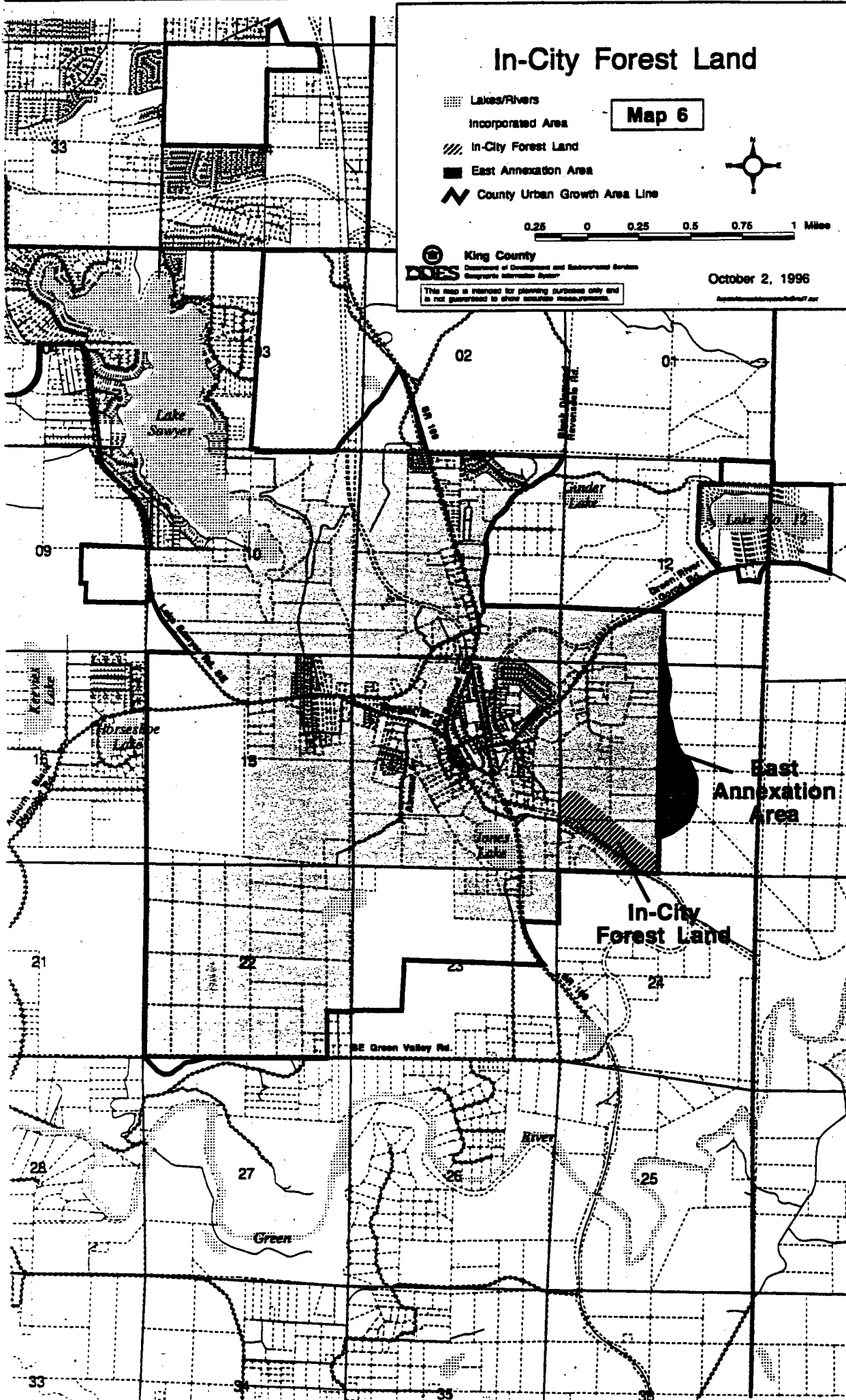


0.25 0 0.25 0.5 0.75 1 Mile









King County  
Department of Development and Environmental Services  
Geographic Information System

October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.



# Urban Development Areas

-  Lakes/Rivers
-  Incorporated Area
-  Open Space
-  Urban Development Areas:
  -  Residential Land Use
  -  Commercial Land Use
  -  Mixed Land Use
-  Potential Annexation Areas

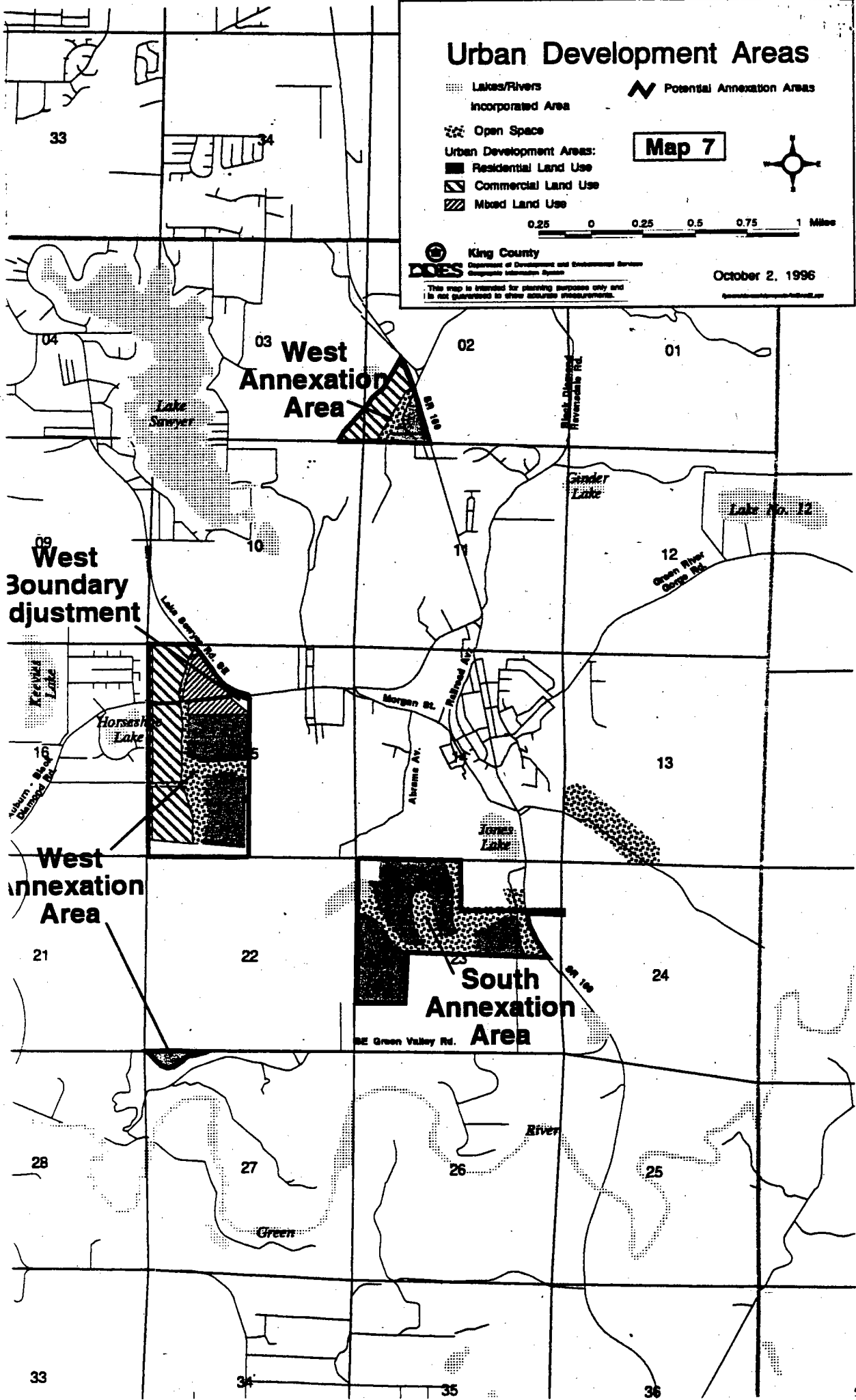
**Map 7**



**King County**  
 Department of Development and Environmental Services  
 Geographic Information System

October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.



# Potential Annexation Area Zoning

## Map 8

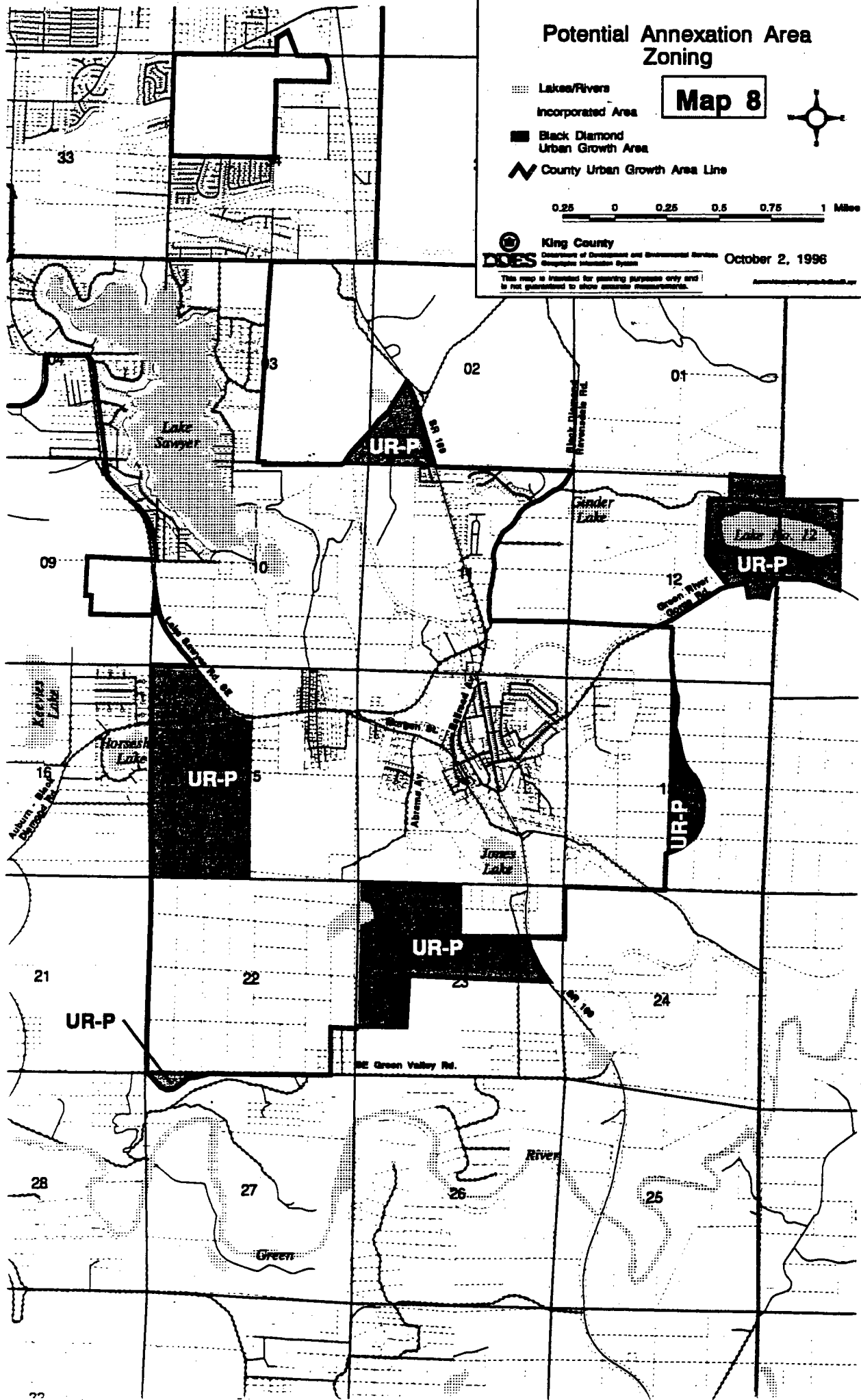
- Lakes/Rivers
- Incorporated Area
- Black Diamond Urban Growth Area
- County Urban Growth Area Line



0.25 0 0.25 0.5 0.75 1 Miles

King County  
Department of Development and Environmental Services  
Geographic Information System  
October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.



**APPENDIX B**

**Black Diamond Urban Growth Area Agreement: Four to One Open  
Space Acreage Calculation Table**

**Black Diamond UGA Agreement:  
Four to One Open Space Acreage  
Calculation Table**

<b>FOUR TO ONE PROPOSAL</b>						
<b>NEW UGA</b>		<b>OPEN SPACE REQUIRED</b>				
		<b>Total Needed</b>	<b>Actual</b>	<b>Plum Creek</b>	<b>In City</b>	<b>Balance</b>
West Annexation	265.3	1,061.2	1,055.5	708.5	347	-5.7
South Annexation	151.6	607.6	615.7	420.7	195	8.1
<b>Total</b>	<b>416.9</b>	<b>1,668.8</b>	<b>1,671.2</b>	<b>1,129.2</b>	<b>542</b>	<b>2.4</b>

<b>WEST ANNEXATION</b>			
	<b>New UGA</b>		<b>Open Space</b>
Section 15		Ravensdale Lake	39.5
Residential	87.3	Ravensdale Cr (N of RR)	99.2
Commercial	93.6	Ravensdale Cr (S of RR)	32.9
Mixed Use	33.1	Sec 2 (E of Hwy 169)	174.7
		Sec 2 & 3 (W of Hwy 169)	177
North Triangle		UGA Open Space	63.3
Residential	11.7	Trail Link	12.2
Commercial	31.1	Green River Corridor	109.7
		Plum Creek Open Space	708.5
Section 27		In-City Open Space	347
Residential	8.5		
<b>Total West Annexation</b>	<b>265.3</b>		<b>1,055.5</b>

<b>SOUTH ANNEXATION</b>			
	<b>New UGA</b>		<b>Open Space</b>
Section 23		Crisp Creek	206.5
Residential	151.9	Sec 27	68.9
		Sec 23 Rural	63.6
		Sec 23 UGA Open Space	81.7
		Plum Creek Open Space	420.7
		In City Open Space	195
<b>Total South Annexation</b>	<b>151.9</b>		<b>615.7</b>

**APPENDIX C**

**Environmental Principles - Resources, Plum Creek Timber  
Company**





# ENVIRONMENTAL PRINCIPLES – RESOURCES

Plum Creek practices stewardship that protects and enhances the environmental values of the forests while providing for economical timber growth and harvest. Plum Creek will be responsive to public expectations for water and air quality, and for wildlife and ecological diversity. Plum Creek practices forestry on sound scientific and economic principles, and is dedicated to the future growth, productivity, diversity and health of its forests.

We conduct our forest management activities according to the following environmental principles:

- **Sustainable Forest Management** – Manage our forests in a sustainable, socially responsible, economical manner.
- **Ecological and Structural Diversity** – Enhance ecological and structural diversity where feasible and prudent by using a variety of silvicultural techniques, by retaining a diversity of vegetation and leaving trees of various sizes and species, snags, culls and other organic debris.
- **Water Quality** – Meet and where appropriate exceed, state and federal standards to protect water quality and fisheries by using Best Management Practices for all forest management activities, including the retention of buffers along streams and wetlands.
- **Air Quality** – Protect air quality by burning only when required by law for hazard abatement or when burning is an appropriate silvicultural technique to improve forest conditions or improve aesthetics in visually sensitive areas.
- **Reforestation** – Ensure future forest productivity and sustained forest growth by using the most ecologically and economically appropriate reforestation methods. Ensure that reforestation has occurred in all harvest areas — within two years in the westside forests of our Cascade Region and within five years in the Rocky Mountain Region and the east slopes of the Cascade Region.
- **Soil Conservation** – Maintain soil and site productivity by minimizing soil disturbance during harvest, and by recycling harvest residue for nutrient preservation.
- **Wildlife and Habitat Management** – Protect and enhance wildlife species and habitat areas through judicious control of road access, harvest management and cooperation with state and federal wildlife agencies.
- **Visual Quality** – Recognize and manage for aesthetic values near communities and major travel corridors by using appropriate design standards, harvest methods and tree retention.
- **Adjacent Land Management** – Cooperate with neighboring landowners in addressing and minimizing potential cumulative effects of resource management activities.
- **Research and Development** – Learn, experiment, innovate and respond to changing scientific knowledge, public concerns and economic conditions to optimize both financial and environmental performance.
- **Auditing** – Conduct regular audits to ensure that we meet or exceed the commitments made through our environmental principles.

**APPENDIX D**

**Plum Creek Harvest Plan**

## BLACK DIAMOND AGREEMENT

Plum Creek Timber Company, L.P.  
Harvest Plan Summary (October 7, 1996)

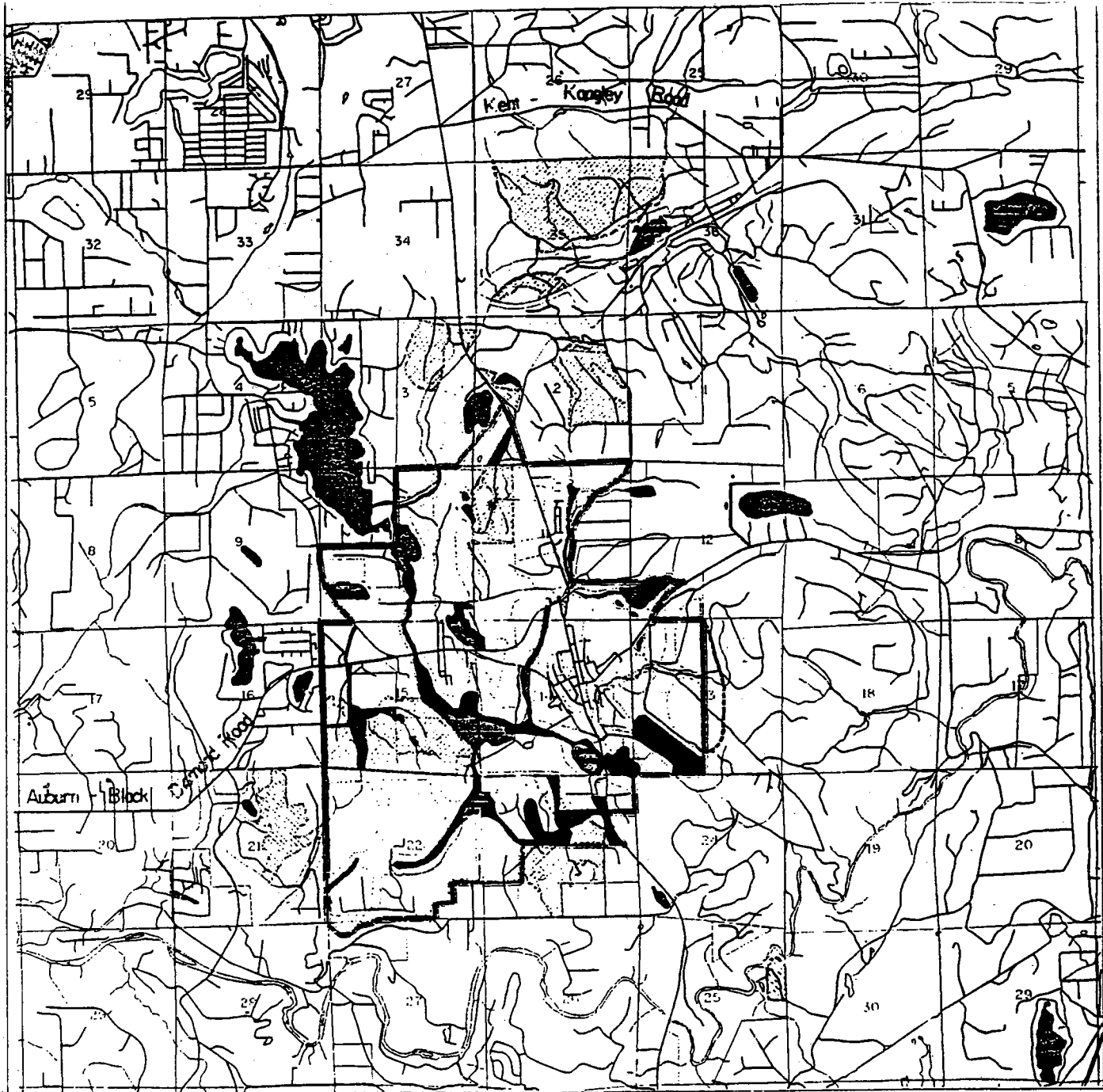
Plum Creek Timber Company, L.P. owns approximately 10,000 acres of land in urban and rural designated lands in the Maple Valley and Black Diamond vicinity. Due to the increasing urbanization and rural residential growth in the area, Plum Creek does not intend to own these lands as commercial forest lands. Since Plum Creek is not a developer, the company expect to sell these properties (over the next several years) to development entities or individuals who better suited to own or develop urban and rural lands.

Plum Creek Timber Company, L.P. and its predecessors have continually conducted forest management activities on these lands over the last 20 years. The lands consist primarily of well stocked second and third growth Douglas Fir forests. Today, only a small portion of these lands have mature commercially valuable timber. Plum Creek anticipates continued silvicultural and general land management activities on the lands which are a part of the Black Diamond Agreement, however the company does not expect to conduct extensive timber harvesting on these lands over the next five years with the exception of the plantation thinnings and the three final harvest plans depicted on the attached maps. A brief description of those harvest plans is provided below.

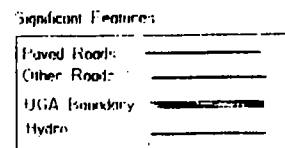
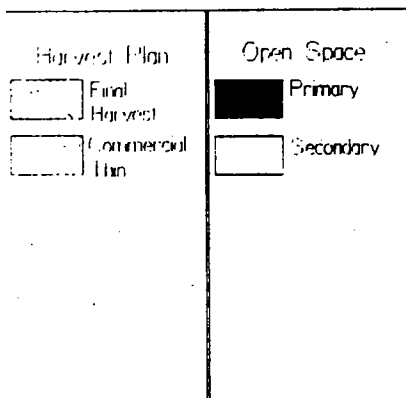
1. Crisp Creek (Section 21, Township 21 North, Range 6 East) - this is an 89 acre hardwood conversion harvest which is scheduled for November or December, 1996. The majority of the harvest is outside the lands identified for open space conservation under the Black Diamond Agreement. Members of the Muckleshoot Indian Tribe have been given tours and a harvest plan. The buffers surrounding the class 3 wetland will be nearly double the buffers required by the Forest Practices Act. The area is scheduled to be replanted in the spring of 1997.
2. North Black Diamond (Sections 2 & 3, Township 21 North, Range 6 East) - unit one is a 20 acre clear-cut and unit two is a five acre clear-cut immediately east of Highway 169. These units are separated by Ravensdale Creek and wetland. The buffers to these features will be nearly double the buffers required by the Forest Practices Act. The harvests will be conducted in November or December, 1996. The area is scheduled to be replanted in the spring of 1997.
3. Icy Creek (Section 25, Township 21 North, Range 6 East) - is a 20 acre clear-cut of mature Douglas Fir. A 200 foot buffer extending approximately 1,000 feet will be left between the harvest and the Green River. This harvest is scheduled for early winter, 1997. The unit located away from the State's fish rearing pond and is scheduled to be replanted in the spring of 1997.

4. **Plantation Thinnings (see map) - thinnings will be conducted a various times over the next several years depending upon silvicultural, market and weather conditions. Thinnings are considered a prudent silvicultural practice which will improve the quality of the timber stands and should have little or no impact on the property's future open space value.**

5. **South Annexation - thinnings will be conducted in this area over the next five years. A final harvest is expected to be conducted prior to the area's conversion to urban uses but, in any event, prior to 2020. A harvest plan has not been prepared at this time. When a harvest plan has been prepared it will be submitted to the County for informational purposes. The final harvest will comply fully with state forest practice regulations and Plum Creek's Environmental Principles.**



**Black Diamond**  
Five Year Harvest Plan and Open Space

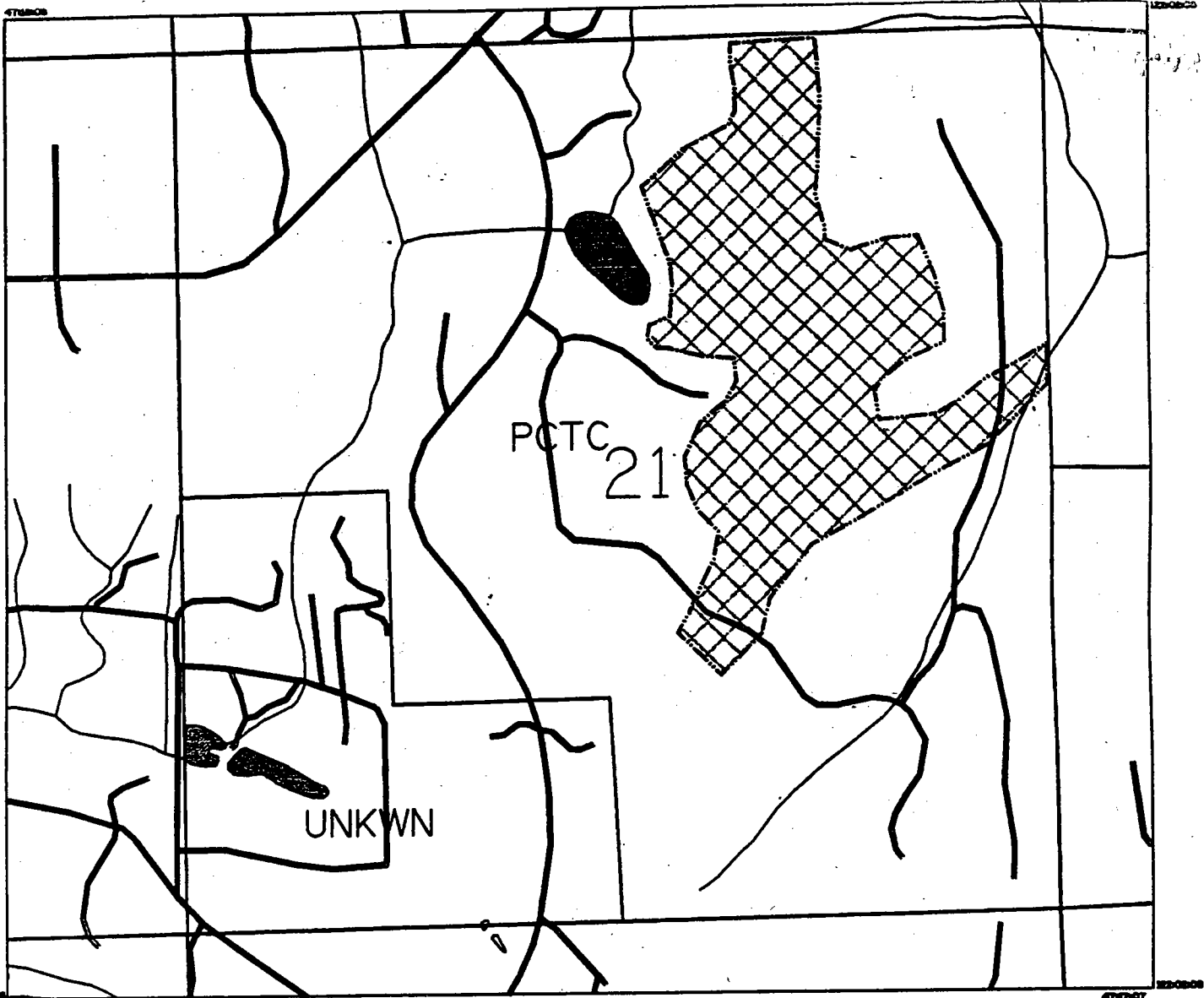


Scale: 1" = 1 Mile

Date: 9/20/96

Prepared By: RJC - RPIB






Trps: 21N, 22N; Rps: 06E, 07E



Proposed Harvest Map

 Proposed Harvest Area

Lines:

Paved Roads	
Other Roads	
Hydrology	
Ownership	
Harvest Boundary	

Symbols:

PCTC - Ownership Name

Map Type: Harvest

County: King

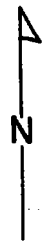
Unit Name: Puget Sound

Legit: Sec: 21; Twp: 21; Rng: 06E

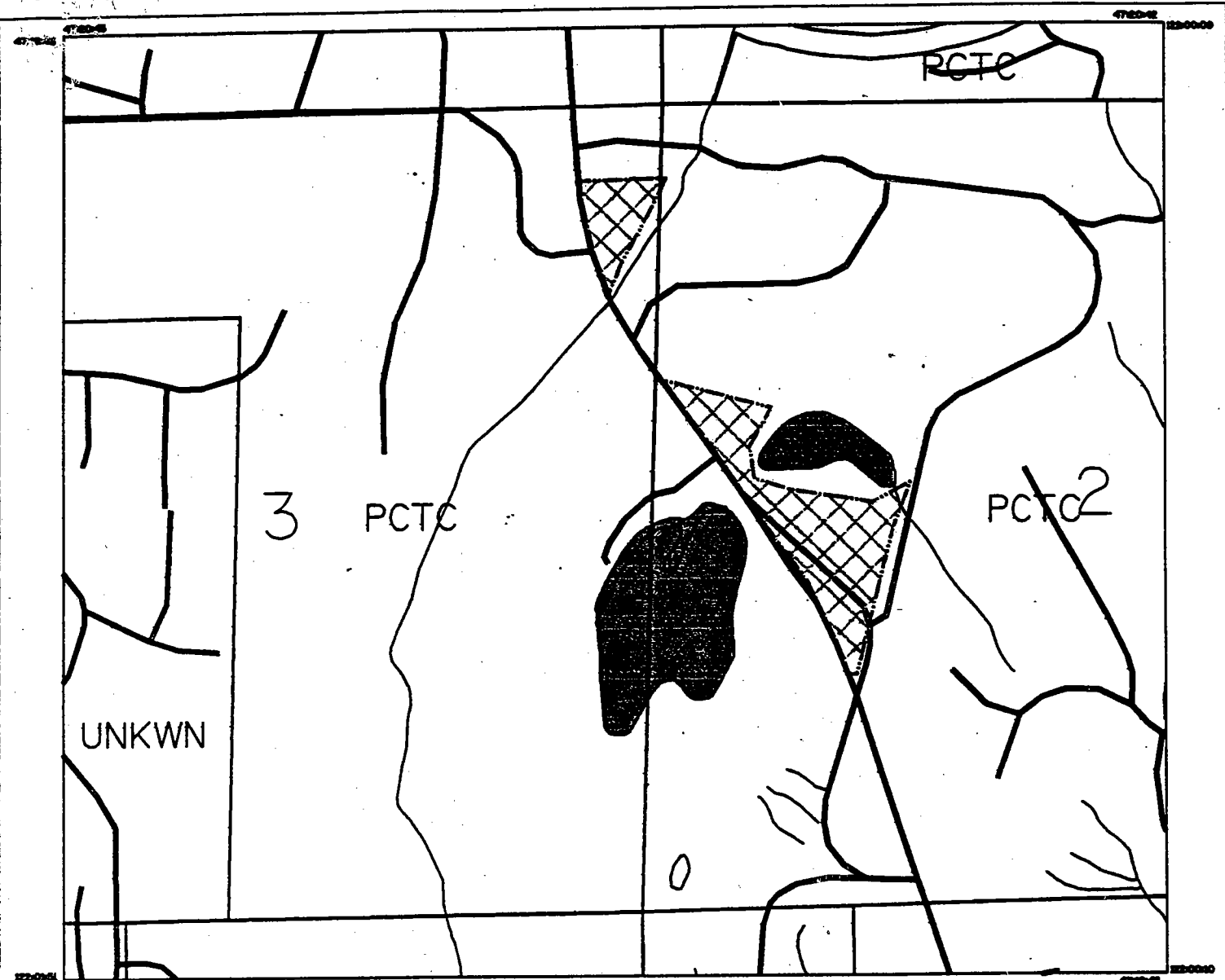
Prepared By: RJE - RPIS

Date: 9/20/96








Scale: 1:12000



**PC** Plum Creek

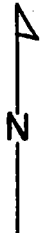


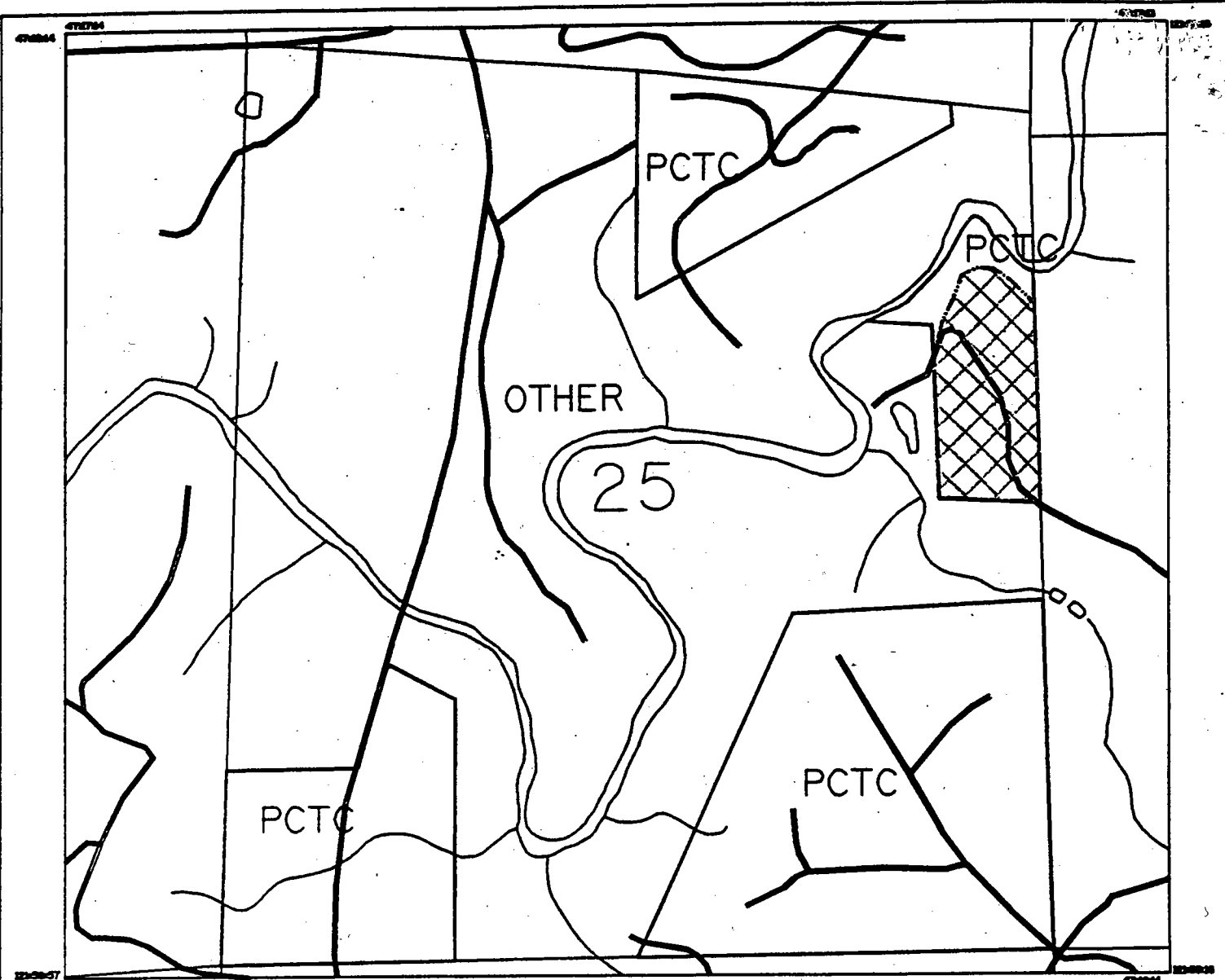
Proposed Harvest Map

	Proposed Harvest Area
<b>Lines:</b>	
	Paved Roads
	Other Roads
	Hydrology
	Ownership
	Harvest Boundary
<b>Symbols:</b>	
	- Ownership Name


Map Type: Harvest  
 County: King  
 Unit Name: Puget Sound  
 Legal: Sec 2, 3; Twp: 21N; Rng: 06E






Prepared By: RJE - RPIS  
 Date: 9/20/96  
 Scale: 1:12000





Proposed Harvest Map

 Proposed Harvest Area

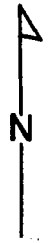
- Lines:**
- Paved Roads 
  - Other Roads 
  - Hydrology 
  - Ownership 
  - Harvest Boundary 

**Symbols:**

PCTC - Ownership Name

Map Type: Harvest  
 County: King  
 Unit Name: Puget Sound  
 Legal: Sec 25; Twp: 21; Rng: 06E

Prepared By: RJE - RPIS  
 Date: 9/20/96  
 Scale: 1:12000





## **APPENDIX E**

### **Natural Resource Principles: Based on Soos Creek Basin Plan Goals and Objectives for Fish and Wildlife Conservation**

These natural resource principles have been used to guide the location of land uses and open space in the Black Diamond Urban Growth Areas. They can also guide how development is planned and constructed. These principles carry out the goals and objectives of the Soos Creek Basin Plan for the conservation of fish and wildlife, especially salmon and trout and their habitats. Furthermore, these principles can reduce or prevent many of the adverse effects to the water quality of Lake Sawyer.

The Natural Resource Principles are based on an understanding of the relationship between land use and management activities, and the effects on habitats and species, especially aquatic habitats such as lakes, streams and wetlands. These principles recognize that the structure and function of habitats depend upon a variety of processes that are geologic, hydrologic and biologic in nature. Many of these processes--such as runoff, stream channel migration and erosion--originate on the landscape surrounding the habitat, so it is important to conserve areas necessary to allow these habitat-forming processes to continue without adverse effects on their location, frequency and magnitude. Where impacts are unavoidable, mitigation measures based on these principles may help prevent or reduce the more serious effects associated with land use and resource management activities.

#### **The Principles**

The Goal: To preserve the natural patterns and processes on the landscape fundamental to the conservation of fish and wildlife.

1. Preserve the diversity and distribution of habitat types in sufficient quantities to sustain species and populations, especially rare or unusual habitats.
2. Preserve corridors and linkages within and among habitat types.
3. Do not obstruct natural processes such as runoff, stream channel migration, erosion.
4. Provide buffers between land development or resource management activities and habitats.
5. Protect headwater catchments.
6. Restore habitats and linkages where possible.

## **Applying the Natural Resource Principles**

Applying these principles to development design and mitigation requires some further explanation.

1. Development should be sited away from critical habitats.
2. Design development and land management activities to allow movement of animals to and from habitats. Locate and orient open space to connect with adjacent habitat types such as woodlands and stream corridors. Limit corridor interruptions such as roadways, utility crossings and stream crossings. Orient utilities and roads parallel to corridors if possible.
3. Site developments to avoid obstructing natural processes such as runoff. Design stream crossings to pass floods and debris as well as fish.
4. Design development to provide transition areas between habitats and the developed landscape. Orient roadways and other intense uses away from the habitat area.
5. Limit development in the headwater catchments of Rock Creek and Ravensdale Creek.
6. Restore habitat types on disturbed landscapes set aside for open space; replant cutover land as soon as possible.
7. Where links between habitats have been severed or interrupted, restore connections by revegetating and replacing culverts with bridges.

# **APPENDIX F**

## **BLACK DIAMOND URBAN GROWTH AREA ECONOMIC VISION**

The City of Black Diamond, local property owners and King County are working to create a high-quality, attractive industrial job and tax base in the Black Diamond area. The participants in this process view themselves as partners, jointly creating and realizing a vision. The partners envision attractive industrial facilities, appropriately landscaped and buffered from neighboring uses, where high-value products are manufactured by a local workforce that is well trained and well paid.

The partners are creating a coherent and attractive plan for the area, and anticipating infrastructure and labor force needs. King County will assist the City of Black Diamond and property owners to apply for and receive low-interest loans and grants to fund public improvements as companies finalize their location decisions. Manufacturing facilities may have common design, material or construction standards that create an attractive and inviting appearance.

The economic base that will be created by this collaboration will produce sufficient tax revenue to support quality municipal services and school programs. The local retail and commercial businesses will benefit from the expenditures of workers employed in the basic industries that will be attracted by this initiative. Industries attracted to the area are likely to be environmentally clean and have relatively low transportation requirements.

### **JOINT IMPLEMENTATION**

While creating a vision and plan are important, implementation is the ultimate objective of all the partners. To help make this vision a reality, property owners will collaborate in developing joint marketing strategies and materials. The City of Black Diamond will streamline and revise its building codes, development regulations and permit process to ensure protection of human health and the environment while providing certainty and responsiveness for businesses. King County will provide technical assistance for planning, permitting and financing infrastructure to the City and property owners.

### **ECONOMIC DEVELOPMENT ASSISTANCE**

King County staff will provide support based on their significant expertise in economic development, including success in receiving grants and low-interest loans for infrastructure. There are three state and federal programs that County staff can access when property owners find businesses interested in locating in the Black Diamond area. Generally, these programs are competitive based on the number, type and certainty of jobs to be created. Grant programs require up to a 50 percent local match and can be used to fund any publicly-owned infrastructure. Local matching funds can be provided by the local public agency, the benefiting business, or the property owner. County staff will prepare the application with the assistance and concurrence of the City of Black Diamond, the property owners and the businesses.

## **DEVELOPMENT REGULATIONS/PROCESSES**

King County may enter into separate agreements with the City to provide technical assistance and, potentially, permitting services to the City of Black Diamond relating to the urban growth areas. These services may be provided on a contractual basis, at terms, rates and conditions to be determined in future agreements. In addition, King County may provide technical assistance to the City for the purpose of amending their zoning code, development regulations and permit process.

## **MARKETING PLAN**

The property owners will collaborate to create an aggressive, effective marketing plan that will realize the potential being created through the planning, zoning and regulatory reform process. This is viewed as an essential element to realize the vision. Costs will be shared among the property owners in proportion to the anticipated pro rata benefits to be gained. The materials will stress the shared vision created by the partners, and present the community and development opportunities as outlined in the vision and plans.

acres in 1959 to approximately fifty thousand acres in 1979, with much of this loss having been caused by actual or prospective urban development.

F. Generally, farmlands and open space lands which are close to urban centers have a greater market value for future urban development than their market value for commercial farming or other open space uses. This fact encourages the speculative purchase of these lands at high prices for future development, regardless of the current zoning of such lands. Farmlands which have a market value greater than their agricultural value do not attract sustained agricultural investment and eventually these lands are sold by farmers and removed from commercial agricultural uses.

G. The permanent acquisition by the county of voluntarily offered interests in farmlands and open space lands within the county, as provided in this chapter and as authorized by the Constitution and statutes of the State of Washington, will permit these lands to remain in farm and open space uses in a developing urban area and provide long-term protection for the public interests which are served by farmlands and open space lands within the county.

H. The acquisition of interests in farmlands and open space lands as provided in this chapter is a public purpose of King County and financing such acquisition requires that the county issue its general obligation bonds in the principal amount of not to exceed fifty million dollars. (Ord. 4341 § 2, 1979).

26.04.020 Definitions. A. "Agricultural rights" means an interest in and the right to use and possess land for purposes and activities related to horticultural, livestock, dairy and other agricultural and open spaces uses.

B. "Appendices A, B, C, D, E and F" of the ordinance codified in this title means the maps which describe designated areas of eligible lands for purposes of priority of acquisition as provided in Section 26.04.040. Official large scale maps describing such areas in detail are filed with the clerk of the council and incorporated herein by this reference. Smaller scale maps generally illustrating such areas are appended to the ordinance codified in this title for more readily accessible public reference.

C. "Bonds" means the general obligation bonds of the county described in Section 26.04.110.

D. "Council" means the King County council.

E. "Development rights" means an interest in and the right to use and subdivide land for any and all residential, commercial and industrial purposes and activities which are not incident to agricultural and open space uses.

F. "Eligible land" means farmland and open space land for the purchase of which bond proceeds are authorized to be used pursuant to this chapter.

G. "Executive" means the King County executive.

H. "Farmland" means:

1. "Farm and agricultural land" as now defined in RCW 84.34.020(2); or
2. Land which is in a single ownership of twenty or more contiguous acres, at least eighty percent of which is open or fallow and which has produced a gross income from agricultural uses of one hundred dollars or more per acre per year for three of the ten calendar years preceding the date of the owner's application. The "date of application" as used in (1.) or (2.) of this subsection shall be the date of the owner's application for purchase by the county.

I. "Food producing farmland" means farmland which has been used for the commercial, soil-dependent cultivation of vegetables, berries, other fruits, cereal grains and silage corn.

J. "Full ownership" means fee simple ownership.

K. "Governmental agency" means the United States or any agency thereof, the state of Washington or any agency thereof, any county, city or municipal corporation.

L. "Open space land" means "open space land" as now defined in RCW 84.34.020(1) and "open space use" means any of the uses provided in such definition.

M. "Owner" means the party or parties having the fee simple interest, a real estate contract vendor's or vendee's interest, a mortgagor's interest or a grantor of a deed of trust's interest in land.

N. "Selection committee" means the committee formed pursuant to Section 26.04.050 to advise the council in the selection of eligible lands for purchase.

O. "Value of development rights" means the difference between the fair market value of full ownership of the land, excluding the buildings thereon, and the fair market value of the agricultural rights to that land. (Ord. 4341 § 3, 1979).

26.04.030 Authorization. A. The county is authorized to issue its general obligation bonds to acquire the farmlands and open space lands described and prioritized in Section 26.04.040. The property interest acquired may be either the development rights, full ownership or any lesser interest, easement, covenant or other contractual right. Such acquisition may be accomplished by purchase, gift, grant, bequest, devise, covenant or contract but only at a price which is equal to or less than the appraised value determined as provided in this chapter. The proceeds of the bonds shall be used to acquire such property interests only upon application of the owner and in a strictly voluntary manner.

B. If the owner so elects, the executive is authorized to pay the purchase price in a lump-sum single payment at time of closing, or to enter into contracts for installment payments against the purchase price consistent with applicable federal arbitrage regulations. When installment purchases are made, the county is authorized to pay interest on the declining unpaid principal balance at a legal rate of interest consistent with prevailing market conditions at the time of execution of the installment contract and adjusted for the tax-exempt status of such interest.

C. The executive is further authorized to contract with other governmental agencies to participate jointly in the acquisition of interests in eligible lands on such terms as shall be approved by the council consistent with the purposes and procedures of this chapter.

D. The county may acquire full ownership in eligible lands of first priority only where the owner will voluntarily sell only the full ownership of the property. The county shall acquire only development rights or interests which are less than full ownership in eligible lands of second and third priority.

E. After county acquisition of development rights or some interest less than full ownership in any eligible lands, the county may purchase the remaining agricultural rights or other property interests in such land only when requested by the owner and when such acquisition is necessary to maintain agricultural or open space uses of the property.

F. If the county shall acquire full ownership in any eligible lands, the executive shall as soon as practicable offer the agricultural rights to such land for public sale at a price not less than the appraised value of such rights. If no offer for such rights is received at the appraised value, the executive may,

# King County Comprehensive Plan Land Use as of December 18, 1995

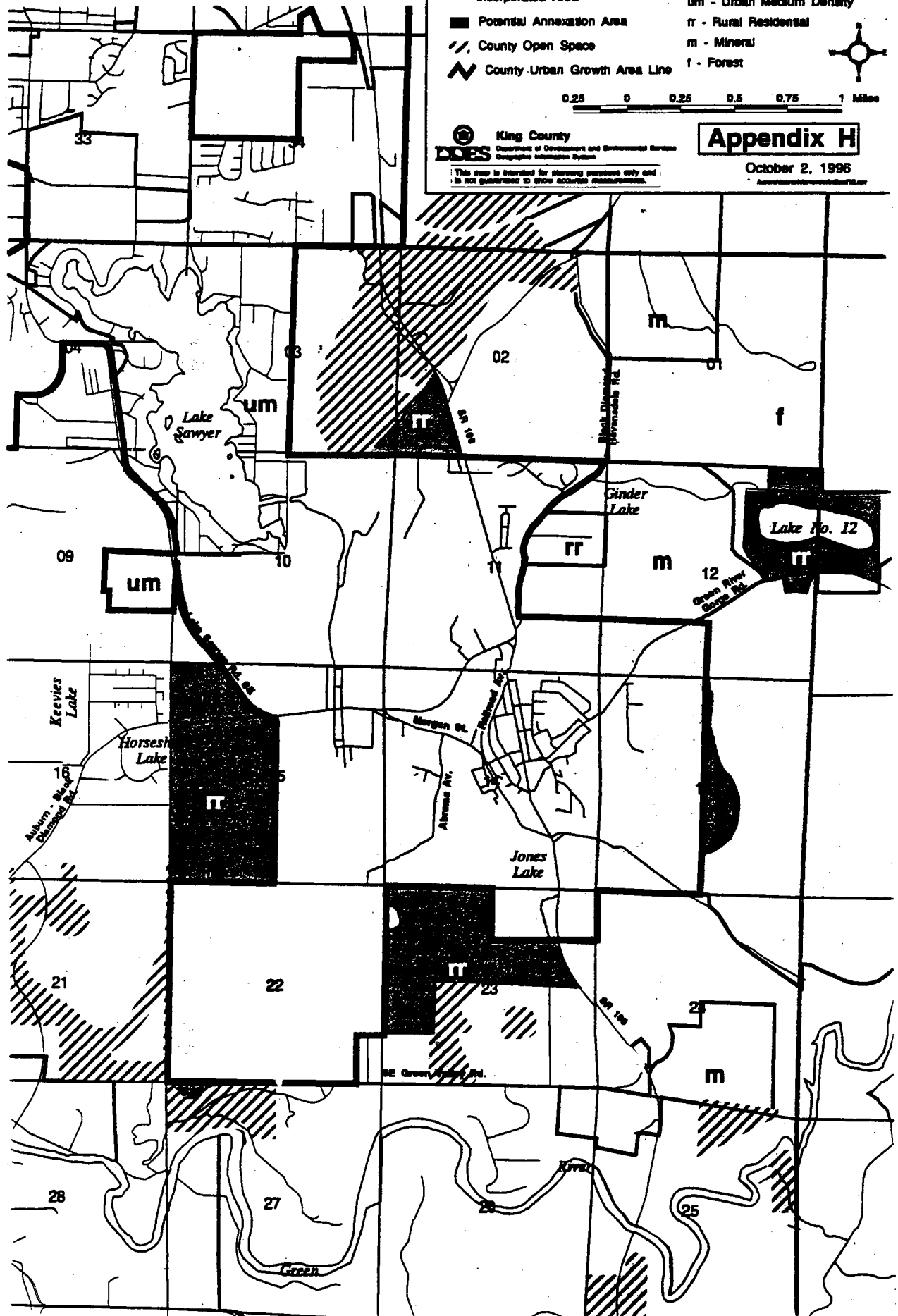
<ul style="list-style-type: none"> <li> Lakes/Rivers</li> <li> Incorporated Area</li> <li> Potential Annexation Area</li> <li> County Open Space</li> <li> County Urban Growth Area Line</li> </ul>	<ul style="list-style-type: none"> <li><b>Land Use Codes</b></li> <li>um - Urban Medium Density</li> <li>rr - Rural Residential</li> <li>m - Mineral</li> <li>f - Forest</li> </ul>
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**King County**  
 Department of Development and Environmental Services  
 Geographic Information System

**Appendix H**






**October 2, 1996**  
Approved by Board of Supervisors 10/2/96

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.




# King County Comprehensive Plan Zoning as of December 18, 1995

## Appendix I

-  Lakes/Rivers
-  Incorporated Area
-  Potential Annexation Area
-  County Open Space
-  County Urban Growth Area Line

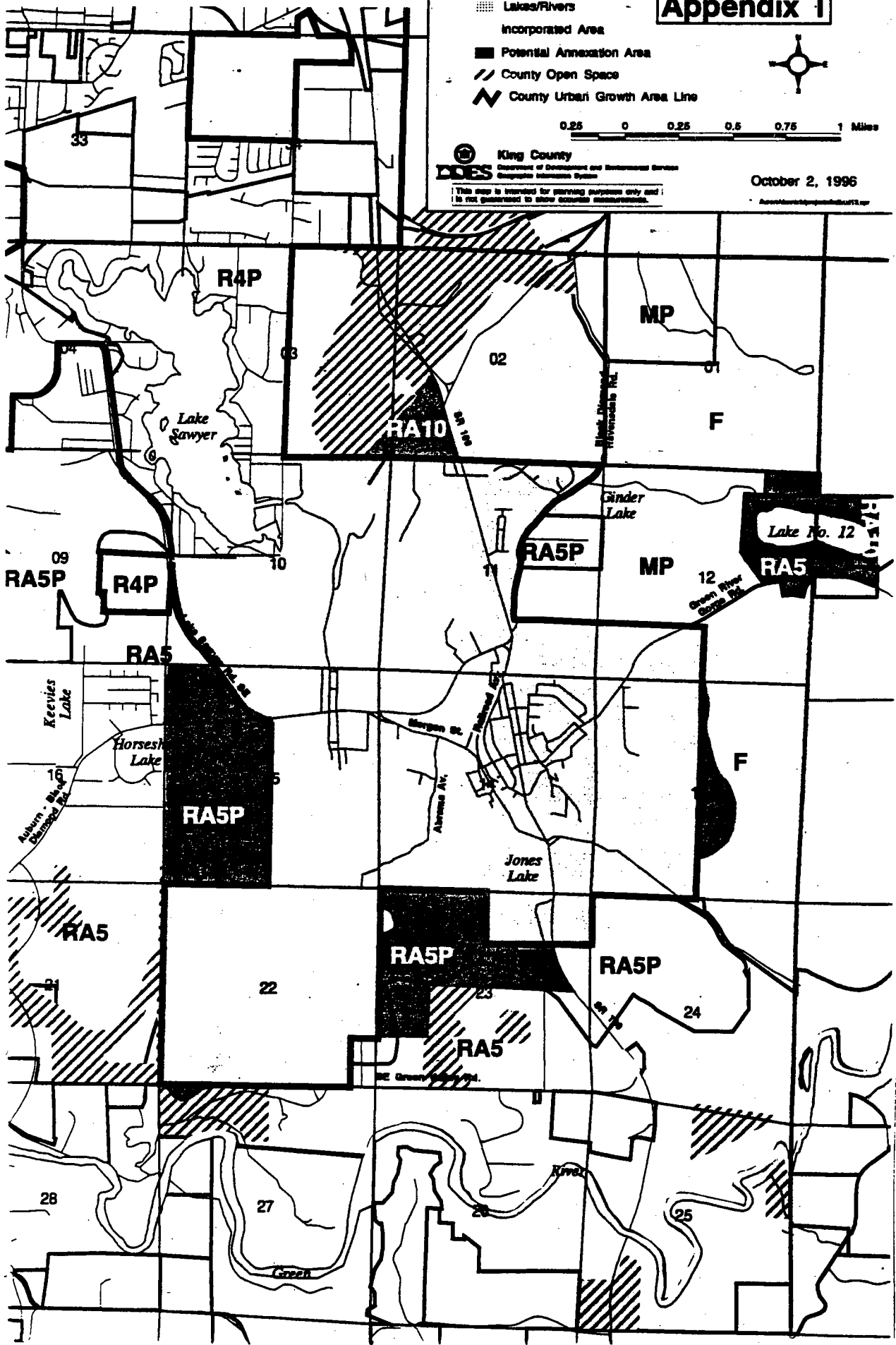


0.25 0 0.25 0.5 0.75 1 Miles

 King County  
Department of Development and Environmental Services  
Geographic Information System

October 2, 1996

This map is intended for planning purposes only and is not guaranteed to show accurate measurements.





## **APPENDIX J**

### **BLACK DIAMOND UGA AGREEMENT**

#### **FUNDING FOR 1997 IMPLEMENTATION ACTIVITIES**

Funding and/or services to be provided for the 1997 implementation activities referenced in Section 8.1 of the Black Diamond Agreement:

##### **King County**

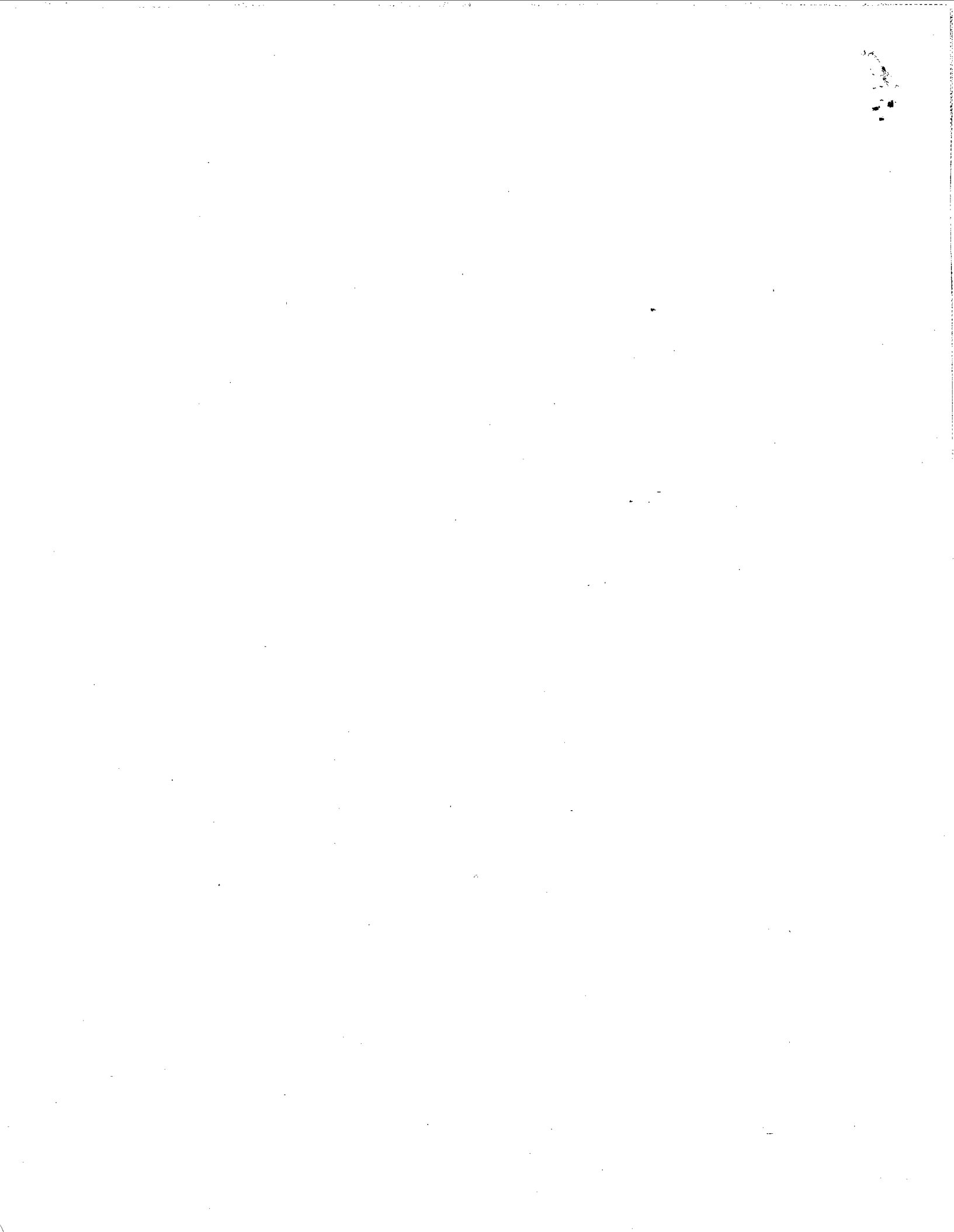
1. Survey the wells and septic systems in the Lake 12 Annexation Area. Estimated cost is \$10,000.
2. Technical assistance in preparing grant and other funding source applications for alternative funding sources for Agreement implementation activities.
3. Technical assistance for economic development activities for the existing city and UGA area.
4. Funding for consultants to provide technical support to the City in areas where the City does not have the personnel with technical expertise necessary to complete the 1997 implementation activities. \$90,000 will be provided for that purpose. King County would administer the contracts for these tasks.
5. Provide all parties with monthly progress and funding status reports.

##### **City of Black Diamond**

1. Hire one full time person whose time will be devoted exclusively to drafting the documents contemplated in the 1997 implementation activities as set forth in Section 8.1. The other parties shall have an opportunity to review and comment on the qualifications of all candidates prior to the City making the hiring decision.
2. Devote at least one half-time person equivalent of current City staff time to project administration.
3. Coordinate and oversee the work of consultants involved in the 1997 implementation activities
4. Provide all parties with monthly progress and funding status reports.

##### **Palmer Coking Coal Company**

1. No later than January 1, 1997, contribute \$25,000 to the City to help fund the 1997 implementation activities.



## **APPENDIX J**

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2. Devote at least one half-time person equivalent of current City staff time to project administration.
3. Coordinate and oversee the work of consultants involved in the 1997 implementation activities
4. Provide all parties with monthly progress and funding status reports.

##### **Palmer Coking Coal Company**

1. No later than January 1, 1997, contribute \$25,000 to the City to help fund the 1997 implementation activities.

## Plum Creek

1. No later than December 30, 1996, contribute \$50,000 to the City to help fund the 1997 implementation activities.

2. No later than July 1, 1997 contribute an additional minimum amount of \$50,000 to the City to help fund the 1997 implementation activities. An additional \$25,000 shall be contributed unless at least \$25,000 in grants or other funding sources are obtained to help fund the 1997 implementation activities. Any grants or other alternative funds shall be used prior to the expenditure of this additional \$25,000 Plum Creek contribution.

### Summary of 1997 Implementation Contributions

DATE	Contributor	Amount	Cumulative
12/31/96	Plum Creek	\$ 50,000	\$ 50,000
1/1/97	Palmer Coking coal	\$ 25,000	\$ 75,000
1/1/97	King County	\$100,000	\$175,000
7/1/97	Plum Creek	\$ 50,000	\$225,000
7/1/97	Plum Creek	\$ 25,000 contributed by Plum Creek unless at least \$25,000 grant funds are made available by this date	\$250,000

### General

The amounts and ratios of funding for 1997, and the commitments for County and City staffing and financial contributions do not establish any precedent for future years.

The funding and staff resources described above will be used exclusively for 1997 implementation activities in the Black Diamond UGA Agreement. All parties shall have the right to review and comment on qualifications and assignments of proposed consultants and City staff and on the scope, work plans, schedule, payment and other terms of consultant contracts.

The parties agree that public and private participation is necessary for the funding and implementation of the Black Diamond UGA Agreement. The parties recognize that the City has no resources to fund implementation activities and will not have such resources until development in the Potential Annexation Areas occurs after annexation.

The County and City agree to use their best efforts to secure a public share of the implementation costs for the Black Diamond UGA Agreement for 1998 and subsequent years. Such contributions may be in the form of staff support, funding, loans, grants or other resources.

Prior to December 1 of each year, the parties shall agree on a budget and cost sharing agreement to implement in subsequent years the tasks detailed in Section 8.1 of the Agreement. If the parties do not have a signed budget and cost sharing agreement by December 1 of each year, recognizing the burden of the interim conservation easements on Plum Creek's properties, at the request of Plum Creek, the County and the City shall consider the need to modify or terminate the Plum Creek interim conservation easements recorded pursuant to Section 4 of this agreement.