KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19908

Proposed No. 2024-0261.2 **Sponsors** Dembowski

AN ORDINANCE authorizing the King County executive to enter into an interlocal agreement with the City of Shoreline to implement a regional program to transfer development rights from lands in unincorporated King County into the city of Shoreline.

STATEMENT OF FACTS:

1. The Washington state Growth Management Act, chapter 36.70A RCW ("the GMA"), establishes a policy of directing growth and development into urban areas, protecting rural and resource land, and encouraging the use of innovative land use tools like transfer of development rights ("TDR") to accomplish these outcomes.

2. The GMA encourages the conservation of productive agricultural and forest lands and the retention of rural open space to conserve fish and wildlife habitat and enhance recreational opportunities.

3. The Washington state Legislature affirmed the value of Regional TDR programs by adopting a framework for a regional TDR marketplace as codified in chapter 43.362 RCW.

4. King County adopted a TDR program ("the TDR program") in 2001 to conserve rural and resource lands by transferring rural development potential into existing incorporated and unincorporated urban areas. Since

2001, the program has protected over 147,700 acres of rural and resource lands in unincorporated King County.

5. King County recognizes the role of TDR in achieving the goals of the Land Conservation Initiative and supporting the Strategic Climate Action Plan.

6. King County has worked with the city of Shoreline to develop a means by which TDRs from unincorporated King County lands may be used to increase density and reduce parking requirements within the city's light rail station districts and certain business zones to achieve conservation that is important to the environmental health of the Puget Sound, while encouraging redevelopment within the Urban Growth Area.

7. The city of Shoreline, by Ordinance 1009, amended its municipal code to create a TDR program and establish receiving sites for King County TDRs; and by consent agenda item 7(f) on June 24, 2024 the city council authorized the city manager to sign an interlocal agreement with King County, attached hereto as Attachment A to this ordinance, that will provide financial incentives for the city to accept development rights by funding amenities to support growth.

8. K.C.C. 21A.37.140 requires the county to execute an interlocal agreement with a city before sale and transfer of TDRs from the King County TDR bank into that city.

9. King County and the cities within it are authorized to enter into interlocal agreements pursuant to chapter RCW 39.34, the Interlocal Cooperation Act.

10. King County and the city of Shoreline desire to enter into an interlocal agreement to establish a regional program to transfer development rights from lands in unincorporated King County into the city of Shoreline and to share revenue, as more fully described in the agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The executive is hereby authorized to enter into an interlocal agreement with the city of Shoreline, substantially in the form of Attachment A to this ordinance.

Ordinance 19908 was introduced on 8/27/2024 and passed by the Metropolitan King County Council on 4/1/2025, by the following vote:

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:
Girmay Zahilay
1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:
Melani Hay
8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 4/11/2025, ______.

Signed by:
Shannon Braddock
AAA4841FD7644BE...
Shannon Braddock, County Executive

Attachments: A. Interlocal Agreement For The Implementation of a Regional Program To Transfer Development Rights From Unincorporated King County To The City of Shoreline dated March 4, 2025

INTERLOCAL AGREEMENT FOR THE IMPLEMENTATION OF A REGIONAL PROGRAM TO TRANSFER DEVELOPMENT RIGHTS FROM UNINCORPORATED KING COUNTY TO THE CITY OF SHORELINE

This Interlocal Agreement for the Implementation of a Regional Program to Transfer Development Rights from Unincorporated King County to the City of Shoreline ("Agreement") is hereby entered into by King County, a home rule charter county and political subdivision of the State of Washington (“County”), and The City of Shoreline, a municipal corporation of the State of Washington (“City”), each a “Party” and collectively the "Parties."

RECITALS

A. The Washington State Growth Management Act (“GMA”), RCW 36.70A, directs development into urban areas and discourages inappropriate conversion of undeveloped rural land into sprawling, low-density development.

B. The GMA encourages the conservation of productive forest and agricultural lands and the retention of open space so as to enhance fish and wildlife habitat and recreational opportunities.

C. The GMA requires counties to adopt county-wide planning policies in cooperation with cities within the County.

D. By Interlocal Agreement, the County and the City adopted and ratified the Countywide Planning Policies for King County.

E. The Countywide Planning Policies, at Policy DP-64, seek to use transfer of development rights to shift development from rural areas and natural resource lands into urban growth areas and seeks to implement this through a partnership between the County and its cities.

F. The County’s rural and resource areas are recognized by both the City and the County as containing important countywide public benefits such as forestry, agricultural, wildlife habitat, scenic resources, and recreational opportunities.

G. The City has identified rural and resource lands in King County as preservation priorities.

H. The County has, in King County Code Chapter 21A.37, adopted a Transfer of Development Rights ("TDR") program, which authorizes incorporated areas to receive development rights transferred from conserved land in unincorporated areas.

I. By Shoreline Ordinance Nos. 702 and 750, the City adopted the 145th and 185th Street Station Subarea Plans which encourages the incorporation of a Transfer of

Development Rights system to use market forces to better protect ecological resources and open space with public benefits.

J. The 145th and 185th Street Station Subarea Plans call for increased public amenities to improve the pedestrian, bicycle, park, and transit patterns in the Station Areas.

K. Shoreline's Development Code (SMC Title 20) provides for additional residential density and other incentives, including the use of a Transfer of Development Rights program, to increase residential development capacity and reduce structured parking requirements in certain zones within the City.

L. With the adoption of Ordinance No. 1009, the City adopted a Transfer of Development Rights program set forth in SMC 20.50.800; the Transfer of Development Rights program authorizes and prioritizes sending sites from unincorporated King County for use in designated areas within the City.

M. The City and the County share an interest in creating an effective, cooperative Transfer of Development Rights system to achieve the City's goals for redevelopment of the light rail station areas and business districts; the County's goals in the King County Comprehensive Plan; and goals inherent to the Countywide Planning Policies, the King County Land Conservation Initiative, Regional Growth Strategy as set forth in the Puget Sound Regional Council's, Vision 2050, and the GMA.

N. This shared interest is manifested through this Agreement in which the City agrees to accept additional development to protect land with conservation benefits and the County invests in receiving area public improvements.

O. The Washington State Legislature affirmed the value of Regional TDR programs in RCW 43.362.

P. The County and the City are authorized, pursuant to RCW 39.34 and Article 11 of the Washington State Constitution, to enter into an interlocal governmental cooperation agreement to accomplish these shared goals.

AGREEMENT

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

I. PURPOSE

The County and the City agree to implement a program ("TDR Program") through this Agreement to transfer development rights ("TDR Credits") from unincorporated Sending Areas in the County, pursuant to K.C.C. 21A.37.020, into designated areas within the City ("Receiving Area"), as depicted in Exhibit A, according to the provisions described below and pursuant to K.C.C. chapter 21A.37 and SMC 20.50.800. Furthermore, this Agreement seeks to establish a marketplace for TDR Credits in order to protect lands with conservation value in King County, while funding public improvements in the City, using the King County TDR Bank ("Bank").

II. RESPONSIBILITIES AND POWERS OF THE CITY OF SHORELINE

A. City Ordinances

The City has adopted ordinances establishing the 145th and 185th Street Station Subareas and implementing regulations for those Station Areas (Ordinance Nos. 702, 706, and 750), and a Transfer of Development Rights regulations (Ordinance No. 1009), which will facilitate the transactions contemplated in this Agreement. These ordinances provide the following:

1. Amended Title 20 of the Shoreline Municipal Code ("SMC") to establish development regulations, standards, and design guidelines for development within the 145th and 185th Street Station Subareas.
2. Amended the SMC to include SMC 20.50.800, which provides for the transfer of development rights from Sending Areas within unincorporated King County.
3. Allowed for certain zoning districts, shown in Exhibit A, to function as Receiving Areas for TDR Credits that originate from the Sending Area under the terms of this Agreement.

B. TDR Sending Area

Lands in King County defined in K.C.C. 21A.37.020 are eligible to transfer their development potential into the City in the form of TDR Credits. Referred to as the "Sending Area," protection of these lands in King County through this Agreement will result in multiple public benefits including, but not limited to, improved food security, climate resilience, flood risk reduction, open space, enhanced water and air quality, and natural resource production. TDR Credits from the Sending Area will be used for increased residential density and reduced structured parking requirements in new construction within the Receiving Area.

C. TDR Credit Commitment and TDR Receiving Area Incentives

1. The City agrees to accept at least twenty (20) TDR Credits from the Sending Area that may be used for increased residential density or reductions in structured parking requirements in the Receiving Area pursuant to the TDR conversion ratios established in the Exchange Rates Table attached as Exhibit B and incorporated herein. Nothing in this Section II.C.1 shall limit the City from accepting more than twenty (20) TDR Credits to be used within the Receiving Area.

2. The receiving area identified in Exhibit A and conversion ratios identified in Exhibit B may be modified upon mutual agreement between City and County and will be documented through an exchange of letters executed by the City of Shoreline City Manager or designee and King County Department of Natural Resources and Parks Director or designee. Any modifications to the TDR conversion ratios must be subject to the process established in SMC 20.50.800.

D. King County TDR Bank

1. The City agrees that the Bank will play an important role in facilitating the City-County TDR Credit market by: (1) buying TDR Credits from willing Sending Area landowners, (2) holding the TDR Credits, and (3) selling the TDR Credits to meet demand in the Receiving Area.
2. The City agrees that at least One Hundred and Eighty Five (185) development rights must be purchased from the Bank and extinguished pursuant to Section II.E.2 before any development rights are transferred in any other manner and from any other source to be used in relation to development projects within the Receiving Area.
3. Nothing herein shall be construed to require the County to deviate from the valuation, purchase, and sale process and procedures required in K.C.C. 21A.37.130, as hereinafter amended, for sales of TDR Credits from the Bank.

E. Notification Process

1. The City, in consultation with the County, shall develop a process to notify the County when it has approved the use of TDR Credits in specific development projects in the Receiving Area. For purposes of this Agreement, the City has "approved" the use of TDR Credits upon the earlier occurrence of: (a) issuance by the City's Planning and Community Development Department of a building permit for a project using TDR Credits; or (b) when the City has entered into a contract or agreement which includes the use of TDR Credits in the Receiving Area.
2. After construction of any Receiving Area project using TDR Credits is complete, but prior to issuing the first certificate of occupancy, whether temporary or permanent, the City shall execute and deliver to the County TDR Credit extinguishment documentation in substantially the form of Exhibit E, attached hereto, or a form acceptable to the County in its reasonable discretion. For the purposes of this Agreement, TDR Credits will be "extinguished" upon acceptance of this documentation by the County.

F. Reporting

1. The City shall report to the County within thirty (30) calendar days after the end of each calendar quarter the number of TDR Credits that have been approved by the City for transfer into the Receiving Area and, shall identify the

specific projects to be constructed. In addition, the City shall cooperate with the County in maintaining current public information about TDR Program activity.

2. Consistent with Section VII, the City shall reasonably track and record the public improvements and expenditures described in this Agreement using generally accepted municipal accounting procedures.

III. RESPONSIBILITIES AND POWERS OF KING COUNTY

A. Program Administration

The County has adopted polices, regulations, and administrative procedures that will support implementation of this Agreement. The County's obligations hereunder shall include:

1. In accordance with K.C.C. chapter 21A.37, as hereafter amended, facilitate and pursue the qualification and certification of properties located in the Sending Area;
2. Establish procedures to facilitate the sale of TDR Credits from private landowners and the Bank for transfer into the Receiving Area; and
3. In accordance with K.C.C. chapter 21A.37, require the recording of a conservation easement or similar encumbrance on properties within the Sending Area as part of the process for the transfer of development rights into the Receiving Area.

B. Operation of the TDR Bank

1. The County shall identify, appraise, and purchase TDR Credits from Sending Area properties and administer the sale of TDR Credits to Receiving Area developers.
2. The County shall provide the City with amenity funding, in the form of a Revenue Share Amenity Funding and Conservation Investment Amenity Funding, as more fully described in Sections IV and V of this Agreement, for the purpose of supporting and serving the increased development in the Receiving Area.

C. Program Evaluation

The County shall, jointly with the City, track and publish information about TDR Program according to the provisions in Section VII of this Agreement.

D. Public Amenity Investments

The County shall provide amenity funds according to the provisions in Section IV and Section V.

IV. REVENUE SHARE

To support growth associated with increased density in the Receiving Area, the County shall provide to the City a share of revenue from the sale of TDR Credits sold from the Bank into the Receiving Area as an amenity investment, consistent with adopted County appropriations and statutory provisions (hereinafter, “Revenue Share Amenity Funding”). The use of the Revenue Share Amenity Funding shall be consistent with restrictions on expenditure of funds established in KCC 21A.37.150. Revenue Share Amenity Funding shall be disbursed according to Subsection IV.A of this Agreement. Unless otherwise required by statutory restrictions on such funds and only when applicable, City contracting procedures shall be used for projects and acquisitions utilizing the Revenue Share Amenity Funding.

A. Revenue Share Amenity Funding Disbursement

Consistent with K.C.C. 21A.37.110(F), the County, through the Bank, shall provide the City with funds equivalent to twenty-five percent (25%) of the net revenue from the sale of each TDR Credit for use in the Receiving Area (after fifteen percent (15%) of the gross revenue is retained by the County for administrative costs). This method will share revenue with the City as TDR Credits are sold. The funds described in this Section IV.A will be provided by the Bank to the City within sixty (60) calendar days of closing of each sale of TDR Credit(s).

B. Eligible Amenities

The City may expend Revenue Share Amenity Funding on infrastructure improvements consistent with the current version of K.C.C. 21A.37.150, attached as Exhibit D and incorporated herein by this reference, including, but not limited to, planning, design, or acquisition of community facilities; parks; public transportation; and road improvements.

C. Funding is Additional

County funding under this Agreement is in addition to any funding provided to the City under any other agreement, grant, commitment, or program.

D. Funding Limitations

Notwithstanding any provision in this Agreement to the contrary, nothing herein shall be construed as a commitment by the County to provide Revenue Share Amenity Funding in excess of the funding provided for in this Agreement; nor shall any Revenue Share Amenity Funding payment exceed appropriation of the Metropolitan King County Council for the biennium in which such payment is sought. Any portion of Revenue Share Amenity Funding that remains unspent by the City on the public improvements contemplated in this Agreement after five (5) years from the date of receipt of such funds shall be returned to the County, together with interest, unless the Parties otherwise agree in writing to direct the funds to amenities other than those described in Exhibit C of this Agreement.

V. <u>CONSERVATION INVESTMENT</u>

Subject to funding availability and consistent with adopted County appropriations and statutory provisions, including, but not limited to, K.C.C. chapter 26.12 Conservation Futures, the County shall apply for Conservation Futures Tax ("CFT") grant funds to provide to the City as a conservation investment (hereinafter "Conservation Investment Amenity Funding"). If funds are recommended by the Conservation Futures Advisory Committee, budgeted by the Metropolitan King County Council, and approved by the King County Executive, Conservation Investment Amenity Funding of up to One Million Dollars ($1,000,000) would be available to the City, after eligibility requirements in Section V.A of this Agreement are met. The City shall use Conservation Investment Amenity Funding awarded under this Section V for the acquisition of public open space and parks to support a healthy, resilient, and sustainable community in the Receiving Area. Projects eligible for use of Conservation Investment Amenity Funding as provided in K.C.C. 26.12.025 and outlined in Exhibit D, attached hereto and by this reference incorporated herein. The County shall disburse Conservation Investment Amenity Funding in accordance with Subsection V.D of this Agreement.

A. Eligibility

The City shall become eligible for Conservation Investment Amenity Funding sixty (60) calendar days after twenty (20) TDR Credits have been purchased from the Bank, but no sooner than January 15, 2026. For purposes of this Section V.A, "purchased" means the sale of each of the twenty (20) TDR Credits has closed, and the funds have been disbursed to the County.

B. County Fund Sources; Contracting

The Conservation Investment Amenity Funding shall only be used by the City as provided in Section V.D of this Agreement. Unless otherwise required by statutory restrictions on such funds and only where applicable, City contracting procedures shall be used for projects and acquisitions utilizing the Conservation Investment Amenity Funding.

C. Eligible Amenities

The City shall only use Conservation Investment Amenity Funding for acquisition of property interests satisfying one or more of the following criteria provided in current version of K.C.C. 26.12.025, attached as Exhibit D and incorporated herein by this reference:

1. Parks, open space, gardens, or gateways;
2. Wildlife habitat;
3. Salmon habitat and aquatic resources;

4. Scenic resources;
5. Historic or Cultural Resources;
6. Urban passive-use natural area/greenbelt;
7. Park, open space or natural corridor addition; or
8. Passive Recreation opportunity in area with unmet needs

D. Disbursement

Thirty (30) calendar days prior to the County's disbursement of Conservation Investment Amenity Funding, the City shall provide the County with an executed purchase and sale agreement. Upon receipt of the purchase and sale agreement, the County shall wire funds to an escrow account established for the acquisition at time of closing. In the event the transaction does not close, the funds shall be returned to the County. The County shall not withhold or delay approval of a purchase, unless such purchase fails to meet the requirements set forth in Section V.C above. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County.

VI. <u>DURATION</u>

A. Duration

This Agreement shall become effective on the date that the last of the following has occurred: the Agreement has been (i) approved by the respective legislative bodies of each of the Parties, and (ii) executed by the Parties (the "Commencement Date"). The Agreement shall expire on the date that is twenty-five (25) years after the Commencement Date (the "Expiration Date"), unless earlier terminated as provided in Section VI.B or extended as provided in Section VI.C. The period between the Commencement Date and the Expiration Date is hereinafter referred to as the "Term."

B. Termination

Either Party may terminate this Agreement upon 180 calendar days' written notice to the other if: (i) the City's development regulations allowing the use of TDR Credits, or the provisions of the County's development regulations allowing transfer of development rights to cities, are held invalid by any court of competent jurisdiction in a final judgment no longer subject to appeal; or (ii) the other Party has materially defaulted in the performance of its obligations herein, and (a) does not cure such default within thirty (30) calendar days' notice after receiving written notice thereof from the other Party, or (b) fails to take steps to cure such default, if the nature of the default requires more than thirty (30) calendar days to cure. Any termination of this Agreement shall not affect the use of TDR Credits previously certified by the County for use in the City's Receiving Area only to the extent provided in City development regulations, as the same may be amended. Any termination of this Agreement shall not affect the City's or County's rights or duties with respect to the Conservation Investment Amenity Funding previously provided by the County under the terms hereof, nor the City's right to receive County funds for which the

City has satisfied all conditions for disbursement prior to termination. If this Agreement is terminated by the County pursuant to Section VI(B)(ii) because the City has modified its municipal code and/or land use regulations in a manner that prohibits or effectively prohibits the use of TDR Credits consistent with the Agreement, and the Conservation Investment Amenity Funding as provided in Section V(D) has been disbursed to the City, then the City shall refund the same to the County within sixty (60) calendar days of termination of the Agreement.

C. Extension; Additional Amenity Funding

1. To extend this Agreement, the City or the County shall make a written request to the other within twelve (12) months of the Expiration Date. The Parties must agree to the extension in writing by the Expiration Date, or this Agreement will automatically terminate on the Expiration Date. Notwithstanding anything in this Agreement to the contrary, it is acknowledged by the Parties that neither Party has an obligation to renew or extend this Agreement.
2. Notwithstanding any provision of this Agreement to the contrary, extension of the Term of this Agreement is contingent upon the availability of a combination of County, State, or Federal amenity funding incentives for the City.
3. Use of Additional Amenity Funding. Any additional amenity funding is at the sole and absolute discretion of the County and contingent on appropriation by the Metropolitan King County Council. Additional funds provided by the County, if any, under Sections IV and V shall be expended by the City only for amenities mutually approved by the City and County. The County shall not unreasonably withhold approval of amenities consistent with County statutory restrictions and the City's Capital Facilities Plan.
4. Prior to distribution of any additional amenity funding, the City must provide and the County must approve a concept plan and written scope of work describing the elements, estimated schedule, and estimated budget for the work to be accomplished with the funding. The City shall provide sufficient detailed scope and budget information consistent with the terms of K.C.C. 21A.37.150. The County shall not unreasonably withhold or delay approval of the concept plan and scope of work. Any disapproval by the County shall include a written statement of the grounds for disapproval and the changes deemed necessary by the County. The County shall approve or disapprove a concept plan and scope of work within sixty (60) calendar days of its delivery to the County, or within twenty (20) working days of delivery to the County of revisions after any County disapproval.

VII. EVALUATION AND MONITORING

A. Records

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City or County as requested by each jurisdiction during the applicable records retention period specified by or pursuant to law. Each Party shall respond to public disclosure requests as required by the Public Records Act, RCW 42.56 et seq. (the "PRA"), and coordinate responses with the other Party as needed to ensure compliance with PRA and this Agreement.

B. Public Resources

The City and County shall cooperate to develop and maintain public resources to track and support implementation of this Agreement. Such resources should create transparency and provide information to facilitate a TDR market. Examples of resources include a program overview for prospective users, the number of TDR Credits purchased, sale prices of TDR Credits purchased, location and amount of Sending Area lands conserved, location and amount of Receiving Area bonus gained, and the amount of revenue shared.

C. Program Evaluation

The City and County shall jointly assess program performance at a frequency of not less than once per five (5) years. The Parties shall develop and implement an approach to evaluate progress towards the goals of this Agreement and identify and pursue modifications to the Program if needed.

.

VIII. <u>INDEMNIFICATION</u>

A. County Negligence

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

B. City Negligence

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

C. Concurrent Negligence

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

IX. GENERAL TERMS

A. Administration

This Agreement shall be administered for the City by the Planning and Community Development Director or their designee, and for the County by the Director of the Water and Lands Resources Division of the King County Department of Natural Resources and Parks, or their designee.

B. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

C. No Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

D. No Third Party Beneficiary

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

E. Entire Agreement

This Agreement is the complete expression of the terms hereof and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both Parties.

F. Authority to Bind

The Parties represent that they have the authority to bind their respective organizations to this Agreement.

G. Agreement to be Filed

The Parties shall file this Agreement with their respective clerks and/or place it on its web site or another electronically retrievable public source, provided the failure of either Party to comply with this requirement shall not invalidate this Agreement.

H. Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, without giving effect to its choice of law rules or conflicts of law provisions. Venue of any action brought under this Agreement shall be in Superior Court for King County.

I. Counterparts

This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document. A portable document format (PDF) or DocuSign signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature.

In witness whereof, the Parties have executed this Agreement as of the ___ day of _____________, 2025.

KING COUNTY

Approved as to Form:

By:_________________________
Dow Constantine, King County Executive

By: ______________________
Erin Jackson,
Senior Deputy Prosecuting Attorney

Pursuant to Ordinance _____________

THE CITY OF SHORELINE

By:___________________________
Bristol Ellington, City Manager

Approved as to Form Only:

By: ______________________
Julie Ainsworth-Taylor,
Assistant City Attorney

Pursuant to City Council adoption of
Agenda Bill #7 June 24, 2024

EXHIBIT A

City of Shoreline Receiving Area Map

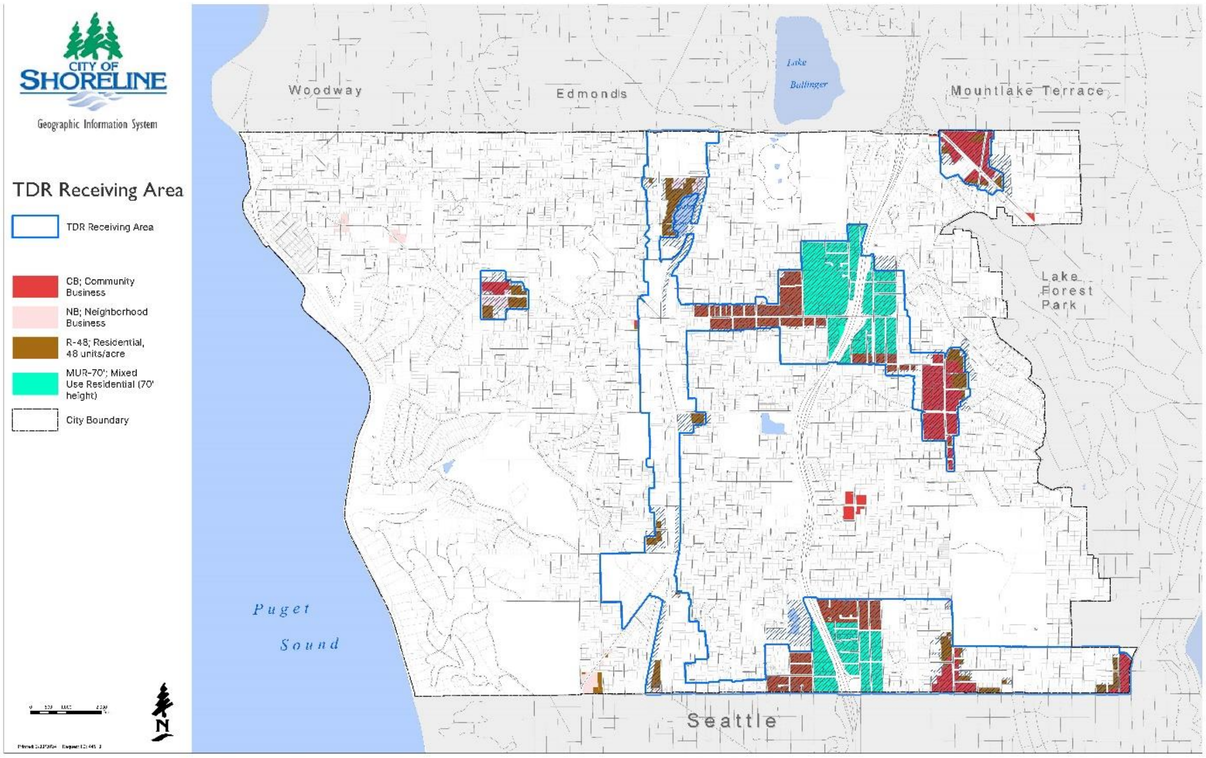

EXHIBIT B

Exchange Rates Table (Table A – from SMC 20.50.800.H)

Exchange Rates Table

Zone	Baseline Height	Max Height	Bonus	Pierce	King	Sno Co.	Type
R-48	35'	70'	Height	1 credit = 1,100 sqft 1 credit = 2,900 sqft	1 credit = 7,000 sqft 1 credit = 3,100 sqft	1 credit = 2,900 sqft 1 credit = 2,900 sqft	Farm Non-Farm
NB	50'	70'	Height	1 credit = 1,100 sqft 1 credit = 2,900 sqft	1 credit = 7,000 sqft 1 credit = 3,100 sqft	1 credit = 2,900 sqft 1 credit = 2,900 sqft	Farm Non-Farm
CB	60'	70'	Height	1 credit = 1,100 sqft 1 credit = 2,900 sqft	1 credit = 7,000 sqft 1 credit = 3,100 sqft	1 credit = 2,900 sqft 1 credit = 2,900 sqft	Farm Non-Farm
MUR-45'	45'	45'	Parking Reduction	1 credit = .48 spaces 1 credit = .87 spaces	1 credit = 1.75 spaces 1 credit = .92 spaces	1 credit = .87 spaces 1 credit = .87 spaces	Farm Non-Farm
MUR-70'	70'	70'	Parking Reduction	1 credit = .41 spaces 1 credit = .67 spaces	1 credit = 1.25 spaces 1 credit = .7 spaces	1 credit = .67 spaces 1 credit = .67 spaces	Farm Non-Farm
MUR-70'	70'	140'	Height	1 credit = 3,100 sqft 1 credit = 8,200 sqft	1 credit = 19,700 sqft 1 credit = 8,900 sqft	1 credit = 8,200 sqft 1 credit = 8,200 sqft	Farm Non-Farm

EXHIBIT C

City of Shoreline anticipated use of Conservation Investment and Revenue Sharing funds

The City has identified public improvements in various Council Adopted Plans. Projects identified in these plans are funded in the City's 6-year Capital Improvement Plan and funding is included in the City's biennial budget. The City will invest amenity funds shared by King County through this Agreement in projects that are within the TDR Receiving Area and identified in the then current City Adopted Plan or the City's Capital Improvement Plan. Following are links to the City's current Council Adopted Plans and CIP:

- Parks Recreation, Open Space and Arts Plan
- Transportation Improvement Plan
- Surface Water Master Plan
- Stormwater Master Plan.
- Climate Action Plan

EXHIBIT D

K.C.C. 26.12.025 – Conservation Futures Tax (CFT) Open Space Criteria

K.C.C. Chapter 26.12
26.12.025 Open space criteria. In making an annual allocation of conservation futures tax levy funds, the county shall consider the following criteria: wildlife habitat or rare plant reserve; salmon habitat and aquatic resources; scenic resources; community separator; historic or cultural resources; urban passive-use natural area or greenbelt; park, open space or natural corridor addition. passive recreation opportunity in an area with unmet needs. projects that seek to redress historic disparities in access to or health benefits of open space in opportunity areas. Additional criteria may include: educational or interpretive opportunity; impact to open space resources; feasibility, including ownership complexity, a willing seller or sellers or community support; partnerships; if the property identified in an adopted comprehensive plan, park open space, habitat, cultural resource or community plan; transfer of development rights participation; stewardship and maintenance; regional significance; adopted financial policies. any other criteria consistent with chapter 84.34 RCW...

K.C.C. 21A.37.150 – Restrictions on Expenditure of TDR bank funds on TDR Amenities

K.C.C. K.C.C. Chapter 21A.37
21A.37.150

A. Expenditures by the county for amenities to facilitate development rights sales in cities shall be authorized by the TDR executive board during review of proposed interlocal agreements, and should be roughly proportionate to the value and number of development rights anticipated to be accepted in an incorporated receiving site pursuant to the controlling interlocal agreement, in accordance with K.C.C. 21A.37.040. Expenditures by the county to fund projects in receiving areas located in urban unincorporated King County shall be authorized by the TDR executive board and should be roughly proportionate to the value and number of development rights accepted in the unincorporated urban area.

B. The county shall not expend funds on TDR amenities in a city before execution of an interlocal agreement, except that:

1. The executive board may authorize up to twelve thousand dollars be spent by the county on TDR amenities before a development rights transfer for use at a receiving site or for the execution of an interlocal agreement if the TDR executive board recommends that the funds

be spent based on a finding that the expenditure will expedite a proposed transfer of development rights or facilitate acceptance of a proposed transfer of development rights by the community around a proposed or established receiving site area;

2. King County may distribute the funds directly to a city if a scope of work, schedule, and budget governing the use of the funds is mutually agreed to in writing by King County and the affected city. Such an agreement need not be in the form of an interlocal agreement; and

3. The funds may be used for project design renderings, engineering, or other professional services performed by persons or entities selected from the King County approved architecture and engineering roster maintained by the department of finance or an affected city's approved architecture and engineering roster, or selected by an affected city through its procurements processes consistent with state law and city ordinances.

C. TDR amenities may include the acquisition, design, or construction of: public art, cultural and community facilities, parks, open space, trails, roads, parking, landscaping, sidewalks, other streetscape improvements, transit-related improvements, affordable housing for households whose income is at or below area median income, which, for the purposes of this subsection C., is the median household income for the TDR receiving area as established by the United States Department of Housing and Urban Development, adjusted for household size, or other improvements or programs that facilitate increased densities on or near receiving sites.

D. When King County funds amenities in whole or in part, the funding shall not commit the county to funding any additional amenities or improvements to existing or uncompleted amenities.

E. King County funding of amenities shall not exceed appropriations adopted by the council or funding authorized in interlocal agreements, whichever is less.

F. Public transportation amenities shall enhance the transportation system. These amenities may include capital improvements such as passenger and layover facilities, if the improvements are within a designated receiving area or within one thousand five hundred feet of a receiving site. These amenities may also include programs such as the provision of security at passenger and layover facilities and programs that reduce the use of single occupant vehicles, including car sharing and bus pass programs.

G. Road fund amenities shall enhance the transportation system. These amenities may include capital improvements, such as streets, traffic signals, sidewalks, street landscaping, bicycle lanes, and pedestrian overpasses, if the improvements are within a designated receiving site area or within one thousand five hundred feet of a receiving site. These amenities may also include programs that enhance the transportation system.

H. All amenity funding provided by King County to cities, or to urban unincorporated receiving areas to facilitate the transfer of development rights shall be consistent with federal, state, and local laws.

I. The timing and amounts of funds for amenities paid by King County to each participating city shall be determined in an adopted interlocal agreement. The interlocal agreement shall set forth the amount of funding to be provided by the county, an anticipated scope of work, work schedule, and budget governing the use of the amenity funds. Except for the amount of funding to be provided by the county, these terms may be modified by written agreement between King County and the city. Such an agreement need not be in the form of an interlocal agreement. Such an agreement must be authorized by the TDR executive board. If amenity funds are paid to a city to operate a program, the interlocal agreement shall set the period during which the program is to be funded by King County.

J. A city that receives amenity funds from the county is responsible for using the funds for the purposes and according to the terms of the governing interlocal agreement.

K. To facilitate timely implementation of capital improvements or programs at the lowest possible cost, King County may make amenity payments as authorized in an interlocal agreement to a city before completion of the required improvements or implementation programs, as applicable. If all or part of the required improvements or implementation programs in an interlocal agreement to be paid for from King County funds are not completed by a city within five years from the date of the transfer of amenity funds, then, unless the funds have been used for substitute amenities by agreement of the city and King County, those funds, plus interest, shall be returned to King County and deposited into the originating amenity fund for reallocation to other TDR projects.

L. King County is not responsible for maintenance, operating, and replacement costs associated with amenity capital improvements inside cities, unless expressly agreed to in an interlocal agreement.

EXHIBIT E

Sample TDR Certificate Extinguishment Document

Insert city letterhead/logo

Extinguishment Documentation for Transfer of Development Rights Credit Certificate # [certificate number]

Date: [*date*]

This shall serve as official City of Shoreline documentation for the extinguishment of Transferable Development Rights (TDR) Credits that originate from Sending Area properties located in King County to gain bonus density or parking requirement reduction in the City of Shoreline in accordance with Shoreline Municipal Code (SMC) Chapter 20.50.800.

The TDR Credit Certificate # [*certificate number*] issued to [*name of certificate holder*] with recording # [*King County recording number*] is hereby extinguished, and [*number*] TDR Credits associated with Certificate # [*certificate number*] are hereby redeemed and considered permitted into development on the Receiving Site with parcel number(s) [*parcel number(s)*], and with Shoreline Department of Planning and Community Development Permit # [*permit number*].

Exhibit A: Abbreviated receiving site legal description (shown as written on Certificate # [*certificate number*]).

Exhibit B: Sending site parcel numbers (shown as written on Certificate # [*certificate number*]).

These Extinguished TDR Credits were transferred from the following certified sending site(s), pursuant to King County Code 21A.37:

King County TDR Sending Site File Number: [*file number*]
Sending Site Name: [*name*]
Type of TDR Credit: [*farm or non-farm*]

The official record of transferable development rights is maintained by King County. If there is any discrepancy between the number of rights identified on this Extinguishment Document and the official record, the official record shall control.

Approved by City of Shoreline TDR Program Manager:

Signature Date

Exhibit A: Abbreviated receiving site legal description
Exhibit B: Sending site parcel numbers

docusign

Certificate Of Completion

Envelope Id: 217B9F74-5CBE-4DC5-A2BC-8B2FF307B245 | Status: Completed

Subject: Complete with Docusign: Ordinance 19908.docx, Ordinance 19908 Attachment A.docx

Source Envelope:

Document Pages: 4	Signatures: 3	Envelope Originator:
Supplemental Document Pages: 21	Initials: 0	Cherie Camp
Certificate Pages: 5		
AutoNav: Enabled		401 5TH AVE
EnvelopeId Stamping: Enabled		SEATTLE, WA 98104
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Cherie.Camp@kingcounty.gov
		IP Address: 198.49.222.20

Record Tracking

Status: Original 4/3/2025 2:23:35 PM	Holder: Cherie Camp Cherie.Camp@kingcounty.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: Docusign

Signer Events	Signature	Timestamp
Girmay Zahilay girmay.zahilay@kingcounty.gov Council Chair Security Level: Email, Account Authentication (None)	Signed by: Girmay Zahilay 1AEA3C5077F8485... Signature Adoption: Pre-selected Style Using IP Address: 71.227.166.164	Sent: 4/3/2025 2:28:27 PM Viewed: 4/3/2025 3:04:20 PM Signed: 4/3/2025 3:04:43 PM
Electronic Record and Signature Disclosure: Accepted: 4/3/2025 3:04:20 PM ID: 8326b362-2ed6-4f20-85d6-cedc4af3593f		
Melani Hay melani.hay@kingcounty.gov Clerk of the Council King County Council Security Level: Email, Account Authentication (None)	DocuSigned by: Melani Hay 8DE1BB375AD3422... Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20	Sent: 4/3/2025 3:04:44 PM Viewed: 4/7/2025 9:26:47 AM Signed: 4/7/2025 9:26:53 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2022 11:27:12 AM ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f		
Shannon Braddock Shannon.Braddock@kingcounty.gov Deputy Executive Security Level: Email, Account Authentication (None)	Signed by: Shannon Braddock AAA4841FD7644BE... Signature Adoption: Uploaded Signature Image Using IP Address: 50.106.15.2	Sent: 4/7/2025 9:26:55 AM Viewed: 4/11/2025 2:37:54 PM Signed: 4/11/2025 2:38:11 PM
Electronic Record and Signature Disclosure: Accepted: 4/11/2025 2:37:54 PM ID: b9339a9d-40c0-47b5-a2ed-f2c6e586f6ce		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/7/2025 9:26:55 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2025 2:28:27 PM
Certified Delivered	Security Checked	4/11/2025 2:37:54 PM
Signing Complete	Security Checked	4/11/2025 2:38:11 PM
Completed	Security Checked	4/11/2025 2:38:11 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.