RESOLUTION NO. 302

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT THAT AUTHORIZES AND PERMITS THE DEVELOPMENT AND CONSTRUCTION OF THE MIXED-USE WOODINVILLE VILLAGE PROJECT.

WHEREAS, the City Council has identified the Tourist Business Zone of the City as a district and area suitable for mixed-use projects designed to implement the goals and policies of both the City Comprehensive Plan and the Tourist District Master Plan; and

WHEREAS, the City Council recognizes the importance of attracting high quality projects of creative and aesthetic design that will enhance and contribute to the City's economic health and well-being; and

WHEREAS, the City Council believes it is in the best interests of the City to have a Development Agreement in place to give assurances to the City and the developer that Woodinville Village will evolve into a vibrant, thriving asset for the entire community; and

WHEREAS, the Development Agreement will bring important benefits to the community such as: TRIP system (Hollywood Hill roundabout), a cohesive mixed-use urban village-style development; multiple amenities for public use, Transportation Demand Management measures; key trail connections, detailed Design Standards and maximized impact fees; and

WHEREAS, the City Council amended the standards for the Tourist Business Zone to allow Residential as part of a mixed-use development subject to a Development Agreement;

WHEREAS, the Development Agreement draft was formally submitted to the Community Development Department on April 6, 2005 by the applicant, MJR Development; and

WHEREAS, RCW 36.70B200 requires a public hearing to be held prior to City Council approval of a development agreement. The public hearing has been scheduled for August 8, 2005; and

WHEREAS, the Development Agreement is in compliance with State law

and will serve to implement the Comprehensive Plan and Tourist District Master Plan policies; and

WHEREAS, the City Council reviewed and considered the draft Development Agreement at a study session in the regular City Council meeting of August 1, 2005; and

WHEREAS, extensive public outreach in review of the Development Agreement has been directly and indirectly part of the process since the applicant, MJR Development, first approached the City of Woodinville with the Woodinville Village mixed-use project proposal; and

WHEREAS, the City Council received public testimony and reviewed and considered the draft Development Agreement at a public hearing in the regular City Council meeting of August 8, 2005.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

The City manager is hereby authorized to execute on the City Council's behalf the Woodinville Village Development Agreement attached hereto as Attachment A.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODINVILLE THIS 29th DAY OF AUGUST 2005.

Don Brocha, Mayor

ATTEST/AUTHENTICATED:

Sandra Parker/CMC
City Clerk

Return Address:
Matthew B. Straight,
Oseran Hahn Spring & Watts PS
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Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. Development Agreement 2.
3. 4.

Reference Number(s) of Documents assigned or released:
20051222002236 and 20051222002237
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)
1. MJR Development, Inc.,
2.
Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)
1. City of Woodinville,
2.
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
NE 1/4, NE 1/4 Sec 22, T26N, R5E, WM
NW 1/4, NW 1/4 Sec 23, T26N, R5E, WM
Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned
222605-9111, -9112, -9113, -9114, 340470-0205

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Signature of Requesting Party

CITY OF WOODINVILLE
DEVELOPMENT AGREEMENT FOR
WOODINVILLE VILLAGE

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CITY OF WOODINVILLE
DEVELOPMENT AGREEMENT FOR
WOODINVILLE VILLAGE

1.0 Parties

1.1 This Development Agreement is made this 13th day of December 2005 by and between the City of Woodinville, a Washington municipal corporation, and MJR Development, Inc., a Washington Corporation pursuant to Chapter 36.70B RCW.

2.0 Recitals and Definitions

2.1 The Developer owns or controls certain real property located in the City of Woodinville, Washington, containing approximately 18.2 acres, the legal description of which is attached and incorporated in full as Exhibit A.

2.2 The Property is located within the City of Woodinville's Tourist Neighborhood.

2.3 The Developer wishes to develop the Property in accordance with the City of Woodinville Zoning Code and Comprehensive Plan provisions in effect at the execution of this Agreement, and intends to utilize the Property for development of a mixed-use commercial, retail and residential community consisting of shops, businesses, open space, plazas, recreational facilities, utilities, community facilities, road systems and other related components and amenities.

2.4 As part of the proposed Project, the Developer has obtained approval of a Binding Site Plan (BSP 2005-018) that will fix and establish the development of the Property in a manner consistent with applicable City Woodinville regulatory requirements currently in effect.

2.5 The City and the Developer wish to ensure that the Property will be developed in accordance with the Binding Site Plan BSP 2005-018, and in compliance with all applicable City codes, plans, and development regulations, and in a manner acceptable to the City. These include, but are not limited to, the Woodinville Comprehensive Plan and Land Use and Development Regulations of the Woodinville Municipal Code (WMC), specifically including Development Code Administration (Title 17), Building and Construction (Title 15), Plats and Subdivisions (Title 20), Zoning Regulations (Title 21), and Environmental Policies (Title 14).

2.6 The City of Woodinville Planning Director has determined that Binding Site Plan BSP 2005-018 is in the public interest, is in furtherance of the public health, welfare and safety of the citizenry of Woodinville, and is consistent with the regulatory requirements applicable to the Project, provided that certain conditions are satisfied by the Developer. The Planning Director accordingly approved Binding Site Plan BSP 2005-018 subject to such conditions.

2.7 The purpose of this Development Agreement is to ensure the Project's compliance with applicable WMC provisions, the conditions of approval for BSP 2005-018, and the other standards, plans and requirements attached hereto or otherwise referenced herein, by setting forth in detail the conditions and requirements applicable to the Project. This Development Agreement also establishes the Developer's right to develop the Property in

accordance with said standards, plans and requirements for the duration specified hereunder, unless otherwise agreed by the parties.

2.8 Each party has entered into this Development Agreement knowingly and voluntarily and agrees to be bound by the terms and conditions hereof.

2.9 The City finds that the Project will benefit the City and enhance the economic vitality of the Woodinville community in numerous ways, including, but not limited to, the following: (i) significantly increasing sales tax revenues and other revenues to the City, (ii) increasing real property tax revenues, (iii) increasing the City's employment base, (iv) generating substantial business and sales taxes from the scope of the construction required for the Project, (v) increasing the City's access to goods and services, (vi) attracting tourism and enhancing the development of the City's tourist district, (vii) redirecting the public's retail expenditures to business located within the City limits; (vii) providing amenities for public enjoyment such as trails, picnic areas, gardens, public restrooms, an art and sculpture garden, open public spaces and plaza areas, (xi) encouraging the operation of production wineries that would otherwise not afford to locate within the tourist district of the City, (xii) creating other attractive and unique condominium communities, (xiii) enhancing the vehicular and non-motorized transportation circulation at the City's southern gateway, and (xiv) providing for development of the Property consistent with the City's Tourist District Master Plan.

2.10 The Parties expressly acknowledge that the provisions of this Development Agreement are not intended to supersede, reduce or otherwise obviate the Project's compliance with applicable WMC requirements and/or permit conditions. The Developer shall be and remain responsible for ensuring the Project's compliance with applicable WMC requirements and permit conditions regardless of whether said requirements or conditions are expressly referenced herein.

2.11 Definitions. In the event a term contained in this Agreement is defined within the Woodinville Municipal Code (WMC) such definition shall be incorporated by reference within this Agreement.

2.11.1 "City" shall mean the City of Woodinville.

2.11.2 "Developer" shall mean MJR Development, Inc., a Washington corporation.

2.11.3 "The Property" shall mean that certain real estate which is more fully described in Exhibit A.

2.11.4 "The Project" shall mean the development of the Property as described in this Agreement.

2.11.5 "Party" and "Parties" shall mean the City and/or the Developer as the context may determine.

2.11.6 "Planning Director" shall mean the Planning Director of the City of Woodinville.

2.11.7 "WMC" shall mean the Woodinville Municipal Code.

2.11.8 "SEPA" shall mean the State Environmental Policy Act.

2.11.9 "SEPA MDNS" shall mean the SEPA Mitigated Determination of Non-Significance (SEP2005-019).

2.11.10 "Major Modification" shall have the meaning set forth in Section 5.6.3.

2.11.11 "Minor Modification" shall have the meaning set forth in Section 5.6.2.

2.11.12 "RCW" shall mean the Revised Code of Washington.

2.11.13 "Live/Work Unit" shall mean a unit under single ownership that consist of commercial-only use on the ground floor and residential use on the upper floors.

2.11.14 "City Engineer" shall mean the Public Works Director of the City of Woodinville.

2.11.15 "Public Open Space" shall mean any public street rights-of-way and portions of sidewalks that have been dedicated to the City.

2.11.16 "Private Open Space" shall mean all plazas, trails, non-dedicated portions of sidewalks, and any other area, excluding Public Open Spaces, over which public pedestrian access has been granted by easement; PROVIDED, that a 25 foot perimeter area immediately surrounding any permanent structure designated for commercial use shall be considered Private Open Space but shall not be subject to pedestrian easement access.

2.11.17 "Residential Open Space" shall mean open space areas that (1) are located wholly above ground level (e.g., rooftops and terraced plazas contained entirely within or upon residential structures), or (2) are substantially surrounded by one or more residential structures.

2.12 The forgoing terms and recitals are material to this Development Agreement.

THEREFORE, in consideration of the mutual benefits of this Development Agreement and the actions and promises set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follow:

3.0 Property Descriptions

3.1 Property. The Property subject to this Development Agreement is fully described in Exhibit A, attached and incorporated by this reference as though fully set forth herein.

3.2 Zone Designation. The zoning designation of the Property is Tourist Business (TB). The Developer may develop the Project in accordance with said designation for the duration of this Development Agreement. No zoning changes implemented by the Woodinville City Council shall affect the zoning designation applicable to this Development Agreement.

3.3 Shoreline Designation. The shoreline designation of the Property is Urban, and the Developer may develop the Project in accordance with said designation for the duration of this Development. PROVIDED, nothing in this section shall be construed as limiting the

regulatory authority of the Washington Department of Ecology with respect to, *inter alia*, such shoreline designation.

3.4 Additional Properties. It is anticipated that properties other than that described in Exhibit A may be incorporated into this Development Agreement with the intent that such other properties will be developed in a manner consistent with the standards and themes of the Project. The addition of any such other properties to this Development Agreement shall require a formal amendment hereto by the Parties, including approval by the Woodinville City Council after a public hearing. Any properties added to the Binding Site Plan shall be governed by this Development Agreement from the date of their addition to the Binding Site Plan.

4.0 Binding Site Plan

4.1 Description. BSP 2005-018, through its various components and conditions, establishes the required layout of tracts and lots, rights-of-way for roads, streets, lanes and sidewalks, public utilities, public utility and certain pedestrian easements for the Project. In accordance with RCW 58.17.035, BSP 2005-018 shall be independently recorded in the King County Office of Records and Elections prior to the sale of any lots, tracts or parcels created thereby.

4.2 Preparation. The Binding Site Plan was prepared by the Developer in conformance with WMC Chapter 20.08.090.

5.0 Development Agreement Elements

5.1 Elements. Development of the Property shall be consistent with this Development Agreement, which shall incorporate by reference, *inter alia*, the following component elements:

1. Legal Description (Exhibit A)
2. SEPA Mitigated Determination of Non-significance (SEP2005-019) (Exhibit B)
3. Shoreline Substantial Development Permit (SDP2005-031) (Exhibit C)
4. Binding Site Plan (BSP 2005-018) (Exhibit D)
5. Woodinville Village Master Plan & Design Standards (Exhibit E)

5.2 Conflict. In the event that the provisions of any element referenced in Section 5.1 conflict with the provisions of any other element, the element first listed above shall control over any lower-designated document. In the event that two or more provisions contained within the same element conflict, the more stringent provision shall apply. PROVIDED, that in the event that any provision of this Development Agreement or its component elements directly and irreconcilably conflicts with an applicable provision of the WMC, the WMC provision shall control to the extent of such conflict.

5.3 Binding Nature. The Developer and the City, and their successors and assigns, shall be bound by and shall comply with the terms and conditions of this Development Agreement.

5.4 Future Environmental Review. In executing this Development Agreement, the Parties acknowledge their good faith belief that all currently required environmental review for the Project has been completed. Subject to Chapter 36.70B RCW, and except as provided herein or otherwise mandated by law, further environmental review by the City shall not be required for individual permits falling within the scope of the Project as defined by this Development Agreement. PROVIDED, that additional environmental review may, in the sole discretion of the Planning Director, be required in the event that a proposed action, permit or use would exceed the scope of the Project as defined by this Development Agreement, including but not limited to the addition hereto of properties not originally described in Exhibit A. Nothing in this Development Agreement shall prevent the Planning Director from exercising any authority with respect to WAC 197-11 or other applicable law. Where future environmental review may be necessary in relation to the addition of new property to the Binding Site Plan, said review shall, unless otherwise legally required or necessary in the Planning Director's discretion to prevent a serious threat to public health or safety, be limited to the additional property and shall not include property already depicted within the Binding Site Plan. For purposes of this section, "environmental review" shall mean formal City regulatory review pursuant to Chapter 14.04 WMC, Chapter 197-11 WAC, and Chapter 24.10 WMC.

5.5 Future Lot Development Process. Upon approval of this Development Agreement, any applicant seeking to develop individual lots within the Project shall submit appropriate applications for building or other necessary permits, and shall be subject to review and approval of the City pursuant to applicable standards and processes.

5.6 Modifications. Except as otherwise provided herein, the Parties may mutually agree to modify this Development Agreement. Any change, modification or amendment hereto (collectively, "modifications"), including modifications to any document incorporated by reference herein, shall comply with the procedures contained in this section.

5.6.1 Designation of Modifications. Modifications to the Development Agreement shall be designated as either minor or major modifications. Minor modifications may be administratively approved by the Planning Director. Major modifications shall require approval of the Woodinville City Council. The Planning Director shall determine whether a proposed modification is major or minor under this section. Decisions of the Planning Director are appealable pursuant to Section 20.2.

5.6.2 Minor Modifications. Minor modifications are those affecting the precise dimensions or location of buildings, streets, driveways or other site features, but that do not (1) affect the overall character of the Project, or (2) result in greater environmental impacts.

5.6.3 Major Modifications. Major modifications are those involving a significant deviation from the original specifications of the Development Agreement and/or its component elements.

5.6.4 The City acknowledges that Developer will record against parcels in the Binding Site Plan a covenant wherein the owner of any such parcel (a) waives any right to object to further subdivisions of lots in the project or reconfiguration of boundary lines of existing lots, and (b) gives the Developer an irrevocable power of attorney to sign on behalf of such owner all documents required by law to amend the Binding Site Plan, including for purposes of

subsection (a) above. With respect to a condominium, such provisions may be contained in a recorded Condominium Declaration.

5.6.5 Regulatory Approval Process Preserved. Notwithstanding the designation of a proposed modification as major or minor under this section, nothing herein shall be construed as waiving any regulatory approval process required for a particular action under applicable WMC provisions. Any such process shall be governed by Section 18.2 of this Development Agreement.

6.0 Mitigation Conditions

6.1 Authority. The anticipated environmental impacts of this Project are documented in the Environmental Checklist dated March 26, 2005. In addition to all other applicable requirements, the Project shall comply fully with all conditions imposed pursuant to Chapter 43.21C RCW and Chapter 14.04 WMC as listed in this section and as more fully set forth in the July 18, 2005 SEPA Mitigated Determination of Non-Significance ("SEPA MDNS") SEP2005-019.

6.2 Conditions and Requirements. Subject to Section 6.1, the following environmental conditions shall apply to the Project:

6.2.1 Earth. Erosion could occur during the grading and excavation for roadways, utilities, parking lots, and building foundations. The Developer shall implement the following measures in order to mitigate the potential future impacts of the proposal on earth:

Submission of a temporary stormwater and erosion control plan for approval by the City Engineer. Said plan shall be approved prior to the issuance of any construction permits or commencement of site work, including clearing and grading, and shall include specific measures to protect the Sammamish River, including the following minimum measures:

1. Installation of sediment ponds and traps;

2. Installation of silt fences and other approved filtration to prevent runoff sediments from reaching the Sammamish River; and

3. Promptly covering exposed soil surfaces that remain unworked for more than seven days during the period of April 1 - September 30 or for more than two days during the period October 1 - March 30 with mulch or plastic sheeting unless other measures are reviewed and approved by the City Building Official.

6.2.2 Air Quality. Construction activities may generate dust. The Developer shall control dust by watering areas of soil disturbance during construction and using a street sweeper on roads internal to the development and adjacent to the subject property for dust suppression.

6.2.3 Water Quality. The Project will generate stormwater that may contain oil, heavy metals, fertilizers, and other potential pollutants which, if untreated, can result in degradation of fish and wildlife habitat. The Developer shall comply fully with the preliminary storm drainage plan submitted with the Binding Site Plan application. Runoff will be collected and conveyed to on-site water quality treatment facilities. The surface water runoff will ultimately discharge into the Sammamish River, which is listed as an approved receiving body.

6.2.4 Landscape Plan. The vegetation on the Project site consists of open meadow or fields and a small mixed coniferous-deciduous wooded area. Development of the site will result in the removal of all existing vegetation. The Developer shall comply fully with the approved landscape plan that demonstrates the location of all proposed landscaping along the project frontages and within the project boundaries. This landscaping includes, but is not limited to trees and landscaping (1) along Woodinville-Redmond Road, (2) NE 142nd Street, (3) NE 145th Street, (4) adjacent to the Sammamish River Trail, and (5) within parking areas and public plazas. All such landscaping shall be installed in accordance with the Woodinville Village Master Plan and Design Standards and Chapter 21.16 WMC.

6.2.5 Habitat Protection. Removal of the existing vegetation may result in the loss of terrestrial habitat for wildlife, including a reduction in the diversity of species and potential reduced populations of remaining species. The development will also result in an increase in impervious area for roads, buildings, parking lots, and landscape areas utilizing pesticides and fertilizers. If not adequately treated, stormwater runoff may result in reduced water quality in the Sammamish River, resulting in potential negative impacts to aquatic habitat. The Developer shall collect all surface water runoff to discharge and to provide water quality treatment satisfying applicable City of Woodinville, Washington State Department Fish & Wildlife, and Washington State Department of Ecology standards prior to discharge. In addition, the Developer shall prepare and install an Erosion and Sedimentation Control Plan to control and treat surface water runoff during construction of the Project.

7.0 Compliance with Other Regulatory Agency Requirements

The Parties expressly acknowledge that public agencies other than the City may impose standards, conditions and requirements upon the Project which are separate from and additional to those contained in this Development Agreement. The Developer shall retain exclusive responsibility for complying with any such additional standards, conditions and requirements, and nothing herein shall be construed as the City's endorsement to violate or otherwise disregard such standards. Other public agencies with jurisdiction over the Project may include, but are not necessarily limited to, those enumerated in this section. The Developer shall ensure the Project's compliance with the requirements listed herein in addition to any other applicable regulatory provisions of the City:

7.1 Woodinville Fire & Life Safety District. The buildings and site access of the Project shall be designed in accordance with applicable Woodinville Fire & Life Safety District standards. The design, location and spacing of all fire hydrants located within the Project shall be reviewed and approved by the Woodinville Fire & Life Safety District prior to installation. All

building addresses within the Project shall be clearly displayed to fire and emergency vehicles on the frontage of buildings within the Project.

7.2 Woodinville Water District. Sewer and water connections shall be made in accordance with plans approved by the Woodinville Water District. The design, location and spacing of all fire hydrants located within the Project shall be reviewed and approved by the Woodinville Water District prior to installation.

7.3 King County Department of Natural Resources (DNR). The Developer will coordinate as required with the King County Department of Natural Resources concerning, *inter alia*, development and treatment of the property boundary along the edge of the Sammamish River Trail.

7.4 Washington State Department of Fish and Wildlife (WDFW). To the extent required by state statute or regulation, the Developer shall obtain a hydraulic project approval ("HPA") prior to any site work requiring such approval.

7.5 Washington State Department of Ecology (DOE). If required by state statute or regulation, the Developer shall obtain a NPDES Permit for storm water discharge prior to commencing any site work requiring such approval.

7.6 Washington State Department of Transportation (WSDOT). The Developer shall coordinate as appropriate with the City concerning the design and construction of the TRIP (Tourist District Roundabout Improvement Project). The City shall be the lead in coordinating with WSDOT concerning the design construction of the required TRIP improvements.

7.7 Washington State Department of Labor and Industries. The Project is subject to all applicable Washington State Department of Labor and Industries standards.

7.8 Seattle-King County Department of Health. The design and operation of the Project shall comply fully with any and all applicable standards and requirements of the Seattle-King County Department of Health.

8.0 Woodinville Village Master Plan & Design Standards

8.1 Description. The Architectural Standards contained in the Woodinville Village Master Plan & Design Standards shall control the design of building sites, streets, sidewalks, plazas, public areas, landscaping, architectural character of buildings, exterior building walls, roofs, building materials, general colors, service areas, lighting, signage, parking and other urban design features of the Project.

8.2 Application to Project. The Woodinville Village Master Plan & Design Standards will be administered by the Planning Director and used by the Planning Commission Design Review Subcommittee to evaluate various building and site development features proposed for the Project, including development of individual lots.

8.3 Conditions and Requirements. The Woodinville Village Master Plan and Design Standards shall be used to implement the development features of the Binding Site Plan and subsequent building (and other) permits and related site plans proposed for each lot within the Development. In addition, the Parties agree that certain site features require special treatment beyond those listed in the Woodinville Village Master Plan & Design Standards. These site features are listed below, together with the special conditions that apply to them.

8.3.1 Ground Floor Retail Use Requirement. All buildings proposed for mixed-use residential development shall include retail, tourist-oriented retail, office, nonresidential components of Live/Work units, or other permitted commercial uses on the first floor, as well as parking for these and upper floor uses.

8.3.2 Roundabout Design. The City, other neighboring properties and Developer have agreed to work together for the development of the Tourist District Roundabout Improvement Project (TRIP). TRIP consists of the design and construction of a system of three (3) roundabouts and associated road improvements to improve traffic flow and reduce traffic congestion on SR 202 (NE 145th Street and Woodinville-Redmond Road) in the vicinity of the NE 145th Street and Woodinville-Redmond Road intersection. Funding for TRIP shall be addressed in a separate contract executed by the implicated parties, and shall remain independent and distinct from this Development Agreement.

8.3.3 Public Restrooms. The Developer, its successors or assignees shall, at no expense to the City, construct, permanently maintain and avail for constant public use a public restroom to be located near the public plaza at the heart of Woodinville Village. The restroom shall include separate handicap-accessible male and female facilities, and may be freestanding, attached or incorporated into one of the buildings proposed for Lots B, C or D, or as agreed upon by the Developer and the Planning Director. Any relocation of the public restroom in relation to this Section 8.3.3 shall be deemed a Minor Modification under Section 5.6.2. Elimination of said public restroom shall be considered a Major Modification under Section 5.6.3.

8.3.4 Building Modulation. In order to minimize the visual impact of long, blank walls, buildings shall be designed in accordance with the Woodinville Village Master Plan & Design Standards, the City of Woodinville Commercial Design Principles, and WMC 21.38.065.

8.3.5 Project Lighting. A lighting plan and photometric plan for each phase of the Project shall be submitted for review and approval by the Planning Director. The photometric plan shall include minimum and maximum illumination levels and uniformity ratios. Lighting shall be designed to minimize any spillover of light into adjacent developments per applicable WMC standards. Pedestrian-scaled lightning shall be used throughout the Project in compliance with the City's Commercial Design Guidelines and Woodinville Village Master Plan and Design Standards.

8.3.6 Project Landscaping. The Developer shall submit for City approval an overall concept landscaping plan consistent with the Woodinville Village Master Plan & Design Standards and Chapter 21.16 WMC for the primary and secondary streets, and the SR 202 roadway frontage. The SR 202 roadway frontage landscaping shall be subject to the provisions of the Woodinville Village Master Plan & Design Standards. The landscape plan for individual lots shall be prepared by a licensed landscape architect and shall be reviewed and approved by the Planning Director prior to issuance of individual building permits. The landscape plan shall be implemented commensurate with Project construction. Street tree wells/grates shall be a minimum of 4' x 4', and appropriate irrigation shall be provided in all landscape areas.

8.3.7 Landscape Performance and Maintenance Bonds. Performance and maintenance bonds shall be required for all landscaping as provided by Chapter 21.16 WMC, except as modified below. The amount of the performance bond for landscaping shall be consistent with Chapter 21.16 WMC and shall include plant materials, irrigation, and labor for each phase of the Project. Upon acceptance of the landscaping and irrigation system for each phase of the Project by the City, and posting of the maintenance bond, the performance bond shall be released. A two-year maintenance bond, consistent with Chapter 21.16 WMC, shall be posted prior to or at the time of the City's acceptance of the landscaping and irrigation system.

8.3.8 Project Identification. Monument site entry markers consistent with the Woodinville Village Master Plan & Design Standards shall be provided at major entrances off of SR 202. All signs shall require review and approval by the Planning Director.

8.3.9 Sidewalks. The Developer shall provide appropriate connections of sidewalks between Woodinville Village and TRIP pursuant to Chapter 12.0 WMC and the City of Woodinville's Street Design Standards.

9.0 Non-SEPA Transportation and Parks Improvements and Mitigation

9.1 Conditions. Prior to issuance of any certificate of occupancy for the Project, unless other timing is indicated, the Developer shall complete the following, or shall provide a secured agreement satisfactory to the Planning Director and City Engineer for the following:

9.1.1 NE 142nd Street Improvements. The NE 142nd Street improvements shall be designed and constructed to the satisfaction of the City Engineer. The improvements shall include the installation of a half-street within the NE 142nd Street right-of-way, including a left-turn pocket at its intersection with SR 202, installation of storm drainage, concrete curb and gutter and sidewalk along the north side of NE 142nd Street, and pavement.

9.1.2 TRIP. The City and the Developer shall execute an agreement to coordinate their work on TRIP, City roads (NE 142nd Street), and interior streets (primary and secondary access roads within the Project) connected to WSDOT facilities in order to assure the timely completion of the improvements needed to serve the Project and to mitigate its traffic impacts.

9.1.3 Interior Streets. The Developer shall be responsible to construct improvements for the interior streets throughout the entire Project. The improvements shall be designed by the Developer's registered civil engineer, to the satisfaction of the City Engineer, in accordance with the Woodinville Village Master Plan & Design Standards. Improvements shall be completed prior to issuance of any certificate of occupancy and as described in the phasing plan. Pedestrian crossings shall be clearly indicated through use of varied pavement textures, in-pavement lights, raised crossings, or other construction techniques as approved by the Director of Public Works and Fire Marshall.

9.1.4 Drainage. Design and installation of drainage improvements for the Project and NE 142nd Street shall be in accordance with City regulations and the 2005 King County Surface Water Drainage Manual, and any HPA permit requirements established by WDFW.

9.1.5 Transportation Impact Fees. Traffic mitigation to the City of Woodinville is required for the traffic generated by this development pursuant to Chapter 3.39 WMC. The applicable transportation impact fees imposed upon the Project shall be calculated and collected at the time of building permit issuance pursuant to the impact fee regulations then in effect.

9.1.6 Park Impact Fees. Park impact fees are required for this development pursuant to Chapter 3.36 WMC. The applicable park impact fees imposed upon the Project shall be calculated and collected at the time of building permit issuance pursuant to the impact fee regulations then in effect.

The list of conditions contained in this section is nonexclusive. The Developer shall remain fully responsible for compliance with any and all other conditions and requirements imposed by applicable code provisions, regulatory approvals or other legal authority, including but not limited to any real property dedications required by BSP 2005-018.

10.0 Parking

10.1 Unified Parking Plan. The mixed-use nature of Woodinville Village is designed to encourage pedestrian activity and discourage internal vehicle trips. Through the application of shared parking among tenants, this Unified Parking Plan is intended to ensure that adequate parking is provided for customers and employees of Woodinville Village while decreasing large expanses of surface parking area.

10.1.1 On-street Parking. Parking stalls located on private streets within the Development shall be for customer parking only and will be limited to a two-hour maximum unless otherwise agreed upon. Such on-street stalls may be allocated to the adjacent building/use for purposes of meeting the required parking ratio set by this Section 10.1. The configuration of such on-street parking stalls shall comply fully with applicable regulations, and shall not encroach upon designated emergency vehicle access as specified in the International Fire Code.

10.1.2 Employee Parking. Employee parking shall be limited to the peripheral stalls of parking lots behind buildings, leaving the most convenient stalls for customer parking.

10.1.3 Minimum Required Parking. Each Woodinville Village lot shall be developed with parking sufficient to meet the following minimum parking ratios specified in Chapter 21.18 WMC and the Woodinville Village Master Plan & Design Standards for each use developed on the lot.

10.1.4 Shared Parking. All surface parking within the Development shall be shared parking subject to the following provisions:

1. Parking stalls shall be provided at the parking ratios per the Woodinville Village Master Plan and Design Standards for residential and non-residential uses.

2. All non-residential parking stalls shall be considered shared and not assigned to individual tenant only use.

3. Structured parking shall be assigned to residential and professional office uses or shared in accordance with an overall plan for parking sharing.

4. On-street parking may be designated to 2 hour time limit.

5. Stalls designated pick-up and delivery, including valet, are allowed if they are directly in front of the tenant they support.

10.2 Transportation Demand Management (TDM). The Developer shall include and implement the following TDM measures in the project: sidewalks, connections to the regional trail system, preferential parking for car pools and van pools, bicycle racks.
Additional TDM measures may include informational kiosks and an on-site transportation coordination to promote a ride-match program.

11.0 Use of Open Spaces

11.1 Open Space. A central feature of the Woodinville Village Master Plan is providing open spaces and public spaces for use by the public, residents, tenants and the City, both on a daily basis and on a special event or special occasion basis. Open space, including but not limited to trail connections, shall be consistent with the Open Space Conceptual Master Plan set forth in the Woodinville Village Master Plan and Design Standards. As further defined by Section 2, three categories of open space shall be contained within the Project: (1) Public Open Spaces, (2) Private Open Spaces, and (3) Residential Open Spaces. Public and Private Open Spaces are intended for general use by the public at large, while Residential Open Spaces are intended for the exclusive use and enjoyment Woodinville Village residents and their guests.

11.2 City Authority Over Public Open Spaces. Nothing in this Development Agreement shall limit, in any respect, the City's authority to maintain, control, regulate or take any other action in, on or upon the Public Open Spaces.

11.3 Pedestrian Access Easement Granted. The Developer hereby grants a perpetual easement allowing public pedestrian access over and upon all Private Open Spaces, including without limitation, sidewalks, pedestrian paths, trails and plazas located within the Woodinville Village development. Woodinville Village merchants and tenants may enjoy nonexclusive use of the Private Open Spaces consistent with the general public's use thereof and as further defined by Section 11.5.2. The final configuration of the open spaces and public pedestrian access easement shall be subject to the City's Design Review process and approval; PROVIDED, that the area subject to the public pedestrian access easement granted hereunder shall in no event be less than (1) fifty (50) percent of total open space (inclusive of Public, Private and Residential open spaces) located on the Property, and (2) fifteen (15) percent of the total land area of Property, excluding Public Open Spaces. PROVIDED FURTHER, that the Residential Open Space shall not exceed 35% of the total open space. Prior to the issuance of any building permit for the Project, the Developer shall file with the King County Recorder's Office a City-approved binding site plan amendment to BSP2005-018 that describes and depicts the Public Open Spaces, Private Open Spaces, and approved public pedestrian access easement.

11.4 Trail. The Developer shall design and construct a trail system inside the development, that provides pedestrian and bicycle connections to the Sammamish River Trail at a minimum of two locations, plus Woodinville-Redmond Road, NE 142nd Street and the abutting

retail development as part of Phase I of the Project. The Developer hereby specifically grants a permanent public access easement for public use of said trail system.

11.5 Maintenance and Use of Open Space. Maintenance and use of the open spaces referenced in Section 11.1 shall be as provided in this section.

11.5.1 Maintenance

1. City maintenance of Public Open Spaces. The City's maintenance and repair obligation with respect to the Public Open Spaces designated hereunder shall be commensurate with, but in no event greater, than required pursuant to state law and local ordinance. PROVIDED, nothing herein shall be construed as obligating the City to maintain any portion of said Public Open Space at or to any particular level or standard. PROVIDED FURTHER, nothing herein shall be construed as establishing a duty regarding any such City maintenance or repair with respect to any particular individual, entity, or group.

2. Developer maintenance of Private and Residential Open Space. The Developer, its successors and assignees shall be exclusively and solely responsible for maintenance and repair of all Private and Residential Open Spaces designated hereunder. PROVIDED, nothing herein shall be construed as limiting the legal obligation of private land owners to maintain and/or repair sidewalks and other infrastructure to the extent required by state law and/or local ordinance.

3. Special Events. Notwithstanding the provisions of this subsection, the parties may from time to time agree to temporarily allocate maintenance and/or repair responsibility with respect to the Public or Private Open Spaces on the Property on a case-specific basis.

11.5.2 Events.

1. Any use of the Public Open Spaces by the Developer, tenants and merchants of Woodinville Village for special events shall be governed by applicable WMC provisions.

2. The City may request, and Developer may grant, permission to utilize the Private Open Spaces for purposes of conducting holiday parades, concerts, street fairs, and similar events. Such permission shall not be unreasonably withheld. The City shall provide thirty (30) days advance written notification to Developer, its successors and assignees, of any such request. The parties may in their discretion execute agreements, as mutually desired and appropriate, governing the allocation of responsibility for maintenance, repair, mobilization, security, and liability with respect to any such event.

3. The tenants and merchants of Woodinville Village may from time to time utilize the Private Open Spaces to conduct temporary retail sales, shows, carnivals, and concerts and similar events or seasonal café seating, provided that such use does not impede public access and use thereof.

11.5.3 Artwork.

The City may in its sole discretion purchase and install artwork, including, but not limited to outdoor sculptures in the Public Open Spaces. The City shall consult as appropriate with the Developer and/or its successors and assignees prior to such installation. The Developer, its successors and assignees may purchase and install artwork, including but not limited to outdoor sculptures, in the Private and Residential Open Spaces. The Developer is encouraged to consult with the City's Public Art Advisory Committee prior to such installation. The parties may mutually agree to select, fund, and install artwork anywhere on the Property.

12.0 Future Cooperation

The Parties acknowledge the potential to cooperate in constructing infrastructure and other improvements not required as mitigation for the Project and which may contribute additional public benefits in relation to the Project. The specifications, location, and funding of any such improvements shall be addressed as appropriate in a separate contract executed by the implicated parties, and shall remain independent and distinct from this Development Agreement.

13.0 Construction

13.1 General. Upon the City's approval of specific site development plans and the Developer's compliance with any other applicable approval processes, the Developer may proceed with site construction and improvements for the Project.

13.2 City Fees. The Developer shall pay all applicable fees to the City for plan review, permitting and construction inspection in accordance with the City fee schedule in effect at the time of the relevant permit application submittal.

13.3 Clearing and Grading. Clearing and grading for the Project shall be restricted solely to those areas identified on the final approved clearing and grading plans. The approved limits of clearing shall be included on the approved construction drawings. No other clearing of any nature shall be allowed without the express prior written approval of the City.

13.4 Construction Noise. Construction hours and noise limitations shall be in compliance with City regulations at the time of construction unless otherwise approved in writing by the City Engineer.

14.0 Environmentally Critical Areas

14.1 Environmentally Critical Areas. No environmentally critical areas have been identified within the Project boundaries as defined by the City's Critical Areas Ordinance. However, portions of the Project lie within 200 feet of the Sammamish River. As such, the Project is subject to the City's Shoreline Master Development Program and the approved Shoreline Substantial Development Permit.

15.0 Phasing of Project

15.1 Phasing. The Project shall be developed in phases to expedite site preparation and ensure a strong pedestrian presence with the completion of initial buildings and uses. Phasing may occur for both public and private improvements. To meet this goal, two phasing standards are required for initial construction of the Project:

15.1.1 Phase I Public Spaces and Infrastructure. The infrastructure phase of construction shall include the following: clearing and grading; installation of utilities; permanent curb and gutters; installation of interior streets and roadways; storm runoff water quality facilities; NE 142nd Street improvements; installation of fifty percent (50%) of the street trees and streetlights in temporary locations along the Village Spine Road and the main plaza area at the center of the project. Trail connections and construction of the public restroom referenced in Section 8.3.3 shall occur in this first phase. On a parcel-specific basis, the public shall have access to and use of all Private Open Spaces, trail connections and the public restroom beginning with the completion of this phase.

15.1.2 Phase I Buildings. The first phase of building construction may, but need not, include construction of a combination of structures and uses sufficient to stimulate pedestrian activity. It is the Developer's goal for this phase to include the grocery store, a minimum of two condominium/over retail buildings, 2 wineries, a stand alone restaurant building and an office/retail building.

15.1.3 Phase II Public Spaces and Infrastructure. The infrastructure shall include the balance of the roads and Public Open Spaces.

15.1.4 Phase II Buildings. This second building phase may, but need not, include two additional condominium buildings located above retail space, two additional winery buildings, a stand-alone restaurant building and a second office over retail building.

15.2 Subsequent Phases. Any subsequent phases of construction shall be as agreed upon by the City and Developer.

16.0 Security for Performance and Warranty.

16.1 Pursuant to Code, Developer shall provide performance security as required by applicable WMC provisions.

17.0 Transfer of Property by Developer

17.1 Authority to Transfer. Pursuant to Chapter 36.70B RCW, the Developer's right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for the Property shall not be infringed by this Agreement, provided however that any such transfer, sale, etc. shall be subject to the terms and conditions, rights and obligations of this Development Agreement and all attachments thereto. Within 30 days of the effective date of any such transfer, the Developer shall (1) formally notify the transferee of this Development Agreement, and (2) formally notify the City of the intended transfer.

17.2 Obligations of Successors. This Development Agreement, together with all attachments thereto, shall be binding on all subsequent purchasers, lessees or lessors, and transferors of every nature.

18.0 Binding Nature; Vested Rights

18.1 Substantive Rights. Except as otherwise expressly provided herein, the Developer shall have the right to develop the Property in accordance with this Development Agreement and the City's substantive land use code and land use regulatory provisions including, but not limited to mitigation, zoning, construction and building regulations in effect on the date hereof as necessary for the complete development of the Project, and the Developer shall be considered to be vested as to such regulations until January 1, 2016.

18.2 Process Rights. Except as otherwise expressly provided herein, the Developer shall have the right to develop the Property in accordance with this Development Agreement and the City's permitting and approval regulations relating to process only (Title 17 WMC) in effect on the date hereof and the Developer shall be considered to be vested as to such regulations until January 1, 2011.

18.3 Project Not Vested. Notwithstanding any other provision of this Development Agreement, the Developer's vested rights as defined here under shall not be construed as abridging or otherwise limiting the City's ability to address any legitimate threat to public health, safety or the environment. This Development Agreement does not vest the Project against any new or different City regulations to the extent that such regulations are reasonably required in the City's determination to address serious threats to public health, safety or environmental quality.

18.4 Moratoria. In the event the City imposes a land use or building moratorium which would delay the Developer's permitting ability under this Development Agreement, all rights and obligations of the parties (including the Developer's vested rights under this Section 18) will be extended for the same period as such moratorium.

19.0 Default.

19.1 If either Party reasonably believes that the other Party has breached any material obligation under this Agreement, then such party shall, promptly upon receipt of written notice from the non-defaulting Party, diligently proceed to cure or remedy such default, such default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature that is not capable of being cured within thirty (30) days after the cure shall be commenced within such period and diligently pursued to completion within ninety (90) days following receipt of such notice of default. The Parties may in their joint discretion mutually agree to extend the period for cure. The non-defaulting Party shall not exercise any legal remedies until and unless the applicable cure period described herein has expired and the default remains materially uncured at such time. PROVIDED, that nothing in this section shall limit in any manner the City's regulatory authority, which the City may in its discretion exercise as to the Project independent of the process set forth this section.

19.2 Subject to Section 19.1, the provisions of this agreement may be specifically enforced against a defaulting or otherwise breaching party. PROVIDED, that nothing herein shall be construed as creating or otherwise authorizing any third party beneficiary or enforcement rights. The provisions of this agreement may only be enforced by the parties here to and their respective successors and assignees.

20.0 Dispute Resolution

20.1 All appeals of permit decisions related to the Project shall be governed by the applicable provisions of Title 17 WMC. In the event of a dispute between the Parties regarding the interpretation of this Development Agreement, the Developer may appeal to the City Manager, whose decision shall be the City's final decision unless the parties agree to submit the dispute to mediation within ten days of the City Manager's decision. Appeals of the City's decision shall otherwise be taken to the Superior Court for King County.

20.2 Except as provided in Section 20.1, all decisions of the Planning Director are appealable pursuant to WMC 21.42.090.

21.0 Authority to Approve Agreement

21.1 By Developer. By executing this Development Agreement, the Developer represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Development Agreement is valid and binding for all purposes.

21.2 By City. By executing this Development Agreement, the City represents and warrants that it has taken all necessary steps under its corporate authorities to authorize such act, and that its execution of this Development Agreement is valid and binding for all purposes, except as otherwise provided herein or by law.

22.0 General Terms

22.1 Integration. This Development Agreement and its component elements constitute the entire understanding between the Parties regarding the subject matter hereof, and no prior oral or written agreement shall be valid.

22.2 Headings. The headings used in this Development Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

22.3 Obligation to Abide By Law. The Developer acknowledges its obligation to abide by County, State and Federal laws and regulations which may be applicable to this Development Agreement. The City expresses no opinion as to the potential vesting of rights by the Developer in relation to such laws and regulations. Nothing herein shall prevent the City from enforcing such laws where applicable or where related to City funding requirements.

22.4 Venue. Venue for all judicial litigation arising under or connected with this Development Agreement shall be in the Superior Court for King County. This Development Agreement shall be governed and interpreted in accordance with the laws of the State of Washington.

22.5 Reservation of Police Power or Condemnation Authority. By executing this Development Agreement, the City does not in any manner waive its police power or condemnation authority. This reservation of authority includes, but is not limited to, the authority to impose new or different regulations upon the Project to the extent required by a serious threat to public health or safety.

22.6 Covenant Running with Land. This Development Agreement and its component elements shall be covenants running with the land, and shall be binding on the parties and their

successors and assigns, and on all subsequent purchasers, lessees or lessors, and transferors of every nature as set forth herein.

22.7 Developer's Responsibility. Any act or omission required of or permitted by the Developer hereunder may be taken by the Developer or by its agents, contractors or employees; provided that the Developer shall not thereby be relieved of its direct responsibility or liability to the City under this Development Agreement.

22.8 Attorneys Fees. In any action arising under or related to this Development Agreement, the prevailing party shall be entitled to be paid its reasonable attorneys fees, expenses and costs by the nonprevailing party.

22.9 Severability. If any section, sentence, clause or portion of this Development Agreement is declared unlawful or unconstitutional for any reason, the remainder of this Development Agreement shall continue in full force and effect.

22.10 Recordation. Pursuant to RCW 36.70B.190, this Development Agreement shall be recorded with the King County Auditor at the Developer's expense following final execution. The Developer shall promptly provide the City with proof of such recording.

City of Woodinville:

Donald D. Rose, City Manager

ATTEST:

Sandra Parker, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell, City Attorney

Developer:

MJR Development, Inc.
Washington corporation

Michael J. Raskin, Managing Member

APPROVED AS TO FORM:

Matthew B. Straight, Attorney for MJR Development, Inc.

Exhibits to Agreement:

Exhibit A:	Legal Description
Exhibit B:	SEPA MDNS (SEP2005-019)
Exhibit C:	Shoreline Substantial Development Permit (SDP2005-031)
Exhibit D:	Binding Site Plan (BSP 2005-018)
Exhibit E:	Woodinville Village Master Plan & Design Standards

STATE OF Washington)
COUNTY OF King) ss:
)

I certify that I know or have satisfactory evidence that Donald D. Rose is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the City Manager, of City of Woodinville. that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: December 13, 2005.

DAWN M. MERCER
COMMISSION EXPIRES
NOTARY
PUBLIC
7-12-08
STATE OF WASHINGTON

Print Name: Dawn Mercer
NOTARY PUBLIC in and for the State of Washington, residing at: Everett

My Appointment Expires: 7.12.08

STATE OF Washington)
COUNTY OF King) ss:
)

I certify that I know or have satisfactory evidence that Michael J. Raskin is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President, of MJR Development, Inc. that executed the within and foregoing instrument, to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

DATED: December 13, 2005.

CHERYL A. HENRY
COMMISSION EXPIRES
NOTARY
PUBLIC
7-19-06
STATE OF WASHINGTON

Print Name: Cheryl A. Henry
NOTARY PUBLIC in and for the State of Washington, residing at: Kenton

My Appointment Expires: 7-19-06

RESOLUTION NO. 302

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT THAT AUTHORIZES AND PERMITS THE DEVELOPMENT AND CONSTRUCTION OF THE MIXED-USE WOODINVILLE VILLAGE PROJECT.

WHEREAS, the City Council has identified the Tourist Business Zone of the City as a district and area suitable for mixed-use projects designed to implement the goals and policies of both the City Comprehensive Plan and the Tourist District Master Plan; and

WHEREAS, the City Council recognizes the importance of attracting high quality projects of creative and aesthetic design that will enhance and contribute to the City's economic health and well-being; and

WHEREAS, the City Council believes it is in the best interests of the City to have a Development Agreement in place to give assurances to the City and the developer that Woodinville Village will evolve into a vibrant, thriving asset for the entire community; and

WHEREAS, the Development Agreement will bring important benefits to the community such as: TRIP system (Hollywood Hill roundabout), a cohesive mixed-use urban village-style development; multiple amenities for public use, Transportation Demand Management measures; key trail connections, detailed Design Standards and maximized impact fees; and

WHEREAS, the City Council amended the standards for the Tourist Business Zone to allow Residential as part of a mixed-use development subject to a Development Agreement;

WHEREAS, the Development Agreement draft was formally submitted to the Community Development Department on April 6, 2005 by the applicant, MJR Development; and

WHEREAS, RCW 36.70B200 requires a public hearing to be held prior to City Council approval of a development agreement. The public hearing has been scheduled for August 8, 2005; and

WHEREAS, the Development Agreement is in compliance with State law

and will serve to implement the Comprehensive Plan and Tourist District Master Plan policies; and

WHEREAS, the City Council reviewed and considered the draft Development Agreement at a study session in the regular City Council meeting of August 1, 2005; and

WHEREAS, extensive public outreach in review of the Development Agreement has been directly and indirectly part of the process since the applicant, MJR Development, first approached the City of Woodinville with the Woodinville Village mixed-use project proposal; and

WHEREAS, the City Council received public testimony and reviewed and considered the draft Development Agreement at a public hearing in the regular City Council meeting of August 8, 2005.

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

The City manager is hereby authorized to execute on the City Council's behalf the Woodinville Village Development Agreement attached hereto as Attachment A.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODINVILLE THIS 29th DAY OF AUGUST 2005.

Don Brocha, Mayor

ATTEST/AUTHENTICATED:

Sandra Parker/CMC
City Clerk

Unofficial Copy

EXHIBIT A
PAGE 1 OF 1

PARCEL A:
TRACT 35, EXCEPT THE WEST 188.76 FEET THEREOF; ALL OF TRACT 36 AND THE SOUTHEASTERLY 90 FEET IN WIDTH OF TRACT 37, ALL IN THE PLAT OF "HOLLYWOOD ACRES", AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGES 23 AND 24, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:
LOTS A, B AND C OF CITY OF WOODINVILLE SHORT PLAT NO. SPA96-016, ACCORDING TO SHORT PLAT RECORDED UNDER RECORDING NO. 9607159012, IN KING COUNTY, WASHINGTON, SAID SHORT PLAT BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EACH TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X OF SAID CITY OF WOODINVILLE SHORT PLAT NO. SPA96-016.

Unofficial Document

EXHIBIT B
PAGE 1 OF 4

CITY OF WOODINVILLE
MITIGATED DETERMINATION OF NON-SIGNIFICANCE
PROJECT: MJR/Woodinville Village

"Citizens, business and local government; a community commitment to our future."

Threshold Determination:	**Mitigated Determination of Non-Significance**
Date of Issuance:	**July 18, 2005**
File Number:	**SEP2005-019**
Applicant:	**MJR Development**
Contact Person:	**Larry Calvin**
Proposal Location:	**14415 Woodinville-Redmond Road Woodinville, King County, Washington**
S/T/R:	**22-23/26/05**
Proposal Description:	**The proposal consists of development of 18.25 acres of currently undeveloped property within the Tourist Business District Zone. Planned is construction of a mixed-use Wine-Theme Village including production wineries, retail and tourist-oriented retail, office, residential (219 units), and public plazas and open spaces.**
Lead Agency:	**City of Woodinville**

NOTE: This determination does not constitute approval of the proposal. This proposal will be reviewed for compliance with applicable codes which regulate development activities and all other permit review processes.

Threshold Determination:
In making this threshold determination the Responsible Official, pursuant to WAC 197-11-330, has reviewed the environmental checklist, supporting documents and considered mitigation measures which the applicant will implement as part of the proposal. As required by WAC 197-11-335, the Responsible Official finds this information reasonably sufficient to evaluate the environmental impact of this proposal and concludes that it does not pose a probable significant adverse impact to the environment provided the mitigation measures listed below are applied as conditions of permit issuance consistent with WAC- 197-11-350. These mitigation measures are based on policies, plans, rules, or regulation as a basis for the exercise of substantive authority and in effect when this determination of non-significance is issued.

Mitigation List:
The following mitigation measures shall be attached as conditions of approval:

1. Prior to Site Development Permit issuance, a spill prevention plan (to support theTemporary Erosion and Sedimentation control measures referenced on the checklist) shall be provided to and approved by the City's Public Works Director.
2. A potential underground storage tank (UST) exists north of the house. Although Underground Storage Tanks containing heating fuel oil for use on premises are exempt from federal and state operating laws, there is liability under the State of Washington's Model Toxics Control Act (MTCA) for contaminated soil caused by leakage. The owner or operator must report all releases of petroleum products which may pose a threat to human health or the environment (WAC 173-340-300). Geophysical or electromagnetic testing methods shall be used to nondestructively determine if a UST remains on site. Alternatiely, an excavator could be used to explore the area in question. A licensed UST service provider shall pump, clean, and remove any petroleum containing UST found at the site. If an UST is found to exist, it shall be verified that the UST is registered with the Washington State Pollution Liability Insurance Agency (PLIA). Following removal of any UST found, sampling and analysis of soil near the UST shall take place to assess the soil for the presence of contamination. Should any contamination be found, subsequent cleanup shall be completed.
3. The aboveground storage tank near the maintenance building reportedly contained diesel fuel, although significant petroleum staining beneath the tank was not observed by the geotechnical consultant. There is no containment structure beneath the tank. But the consultant believes that there is potential for localized soil contamination from incidental spillage or overfilling of the tank. The storage tank shall be placed inside a containment structure of sufficient size to contain the contents of the tank (WAC 173-180A-080).

EXHIBIT B
PAGE 2 OF 4

4. As an alternative, the tank could be pumped of its contents, cleaned, and disposed of as scrap. Records shall be kept documenting when and where the tank is taken for disposal or recycling. Following either of these methods, soil sampling and analysis shall be conducted to determine if the soil beneath the tank has been contaminated. The property owner must then report all releases of petroleum products which may pose a threat to human health or the environment (WAC 173-340-300) with subsequent cleanup to be completed of any releases found.
5. The waste oil container located in the barn/shop building shall be lawfully disposed of by a licensed service provider. The contents of the 55-gallon drum shall be identified and lawfully disposed of or transported off-site for use. Records shall be kept documenting when and where the used oil and drums are taken for disposal or recycling. Sampling and analysis of the soil near the stained areas inside the barn shall also be conducted to assist in planning the future structures. The owner must then report all releases of petroleum products which may pose a threat to the human health or the environment (WAC 173-340-300) with subsequent cleanup of any releases found.
6. An asbestos survey shall be completed, and the removal and disposal of any asbestos-containing material in existence by qualified personnel shall occur prior to demolition of any structure containing asbestos and before any redevelopment.
7. All contractors operating on site shall be notified of the potential LBPC (lead-based paint) and to follow Occupational Safety & Health Administration (OSHA) standards during construction.
8. If the existing well on site is discontinued, the well shall be lawfully abandoned in accordance with guidelines published in Minimum Standards for Construction and Maintenance of Resource Protection Wells, Chapter 173-160 WAC.
9. There is a possibility that some or portions of the subject site may be part of the state-registered archaeological site 45KI11 located to the west of the site. As a result an archaeological survey shall be conducted within the parcels proposed for theWoodinville Village development. The survey shall be conducted by a qualified professional archaeologist familiar with the archaeology of King County and shall be performed and reported according to the standards of the State Office of Archaeology and Historic Preservation (OAHP). The City of Woodinville is prepared to cooperate with and assist the proponent in completing the survey. As a followup to this survey:
   a) If archaeological deposits are encountered during the survey, the City of Woodinville, OAHP, KCHPP, and affected tribes shall be informed and consulted regarding appropriate treatment.
   b) The archaeologist shall also prepare a discovery plan that details what procedures will be followed if any archaeological deposits are encountered during construction.
   c) The archaeologist shall train site preparation and grading crews to recognize archaeological materials and to communicate with him if any are encountered. The archaeologist shall, if appropriate, monitor ground disturbing activities.

COMMENTS AND APPEALS:
Any interested party may submit written comments on this determination. Written comments or appeals must be received in the City of Woodinville, Department of Planning and Community Development **before 5:00 P.M. on August 2, 2005.**

Any appeal shall state with specificity the reasons why the determination should be reversed. **All appeals must be accompanied by a non-refundable $180.00 filing fee.** Comments or appeals should be addressed to the Responsible Official designated below:
Any questions regarding the determination should be directed to Project Planner, Steve Munson at (425) 489-2757 ext. 2224.

SEPA OFFICIAL: Ray Sturtz
POSITION/TITLE: Director of Planning and Community Development
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE: Ray Sturtz DATE: July 18, 2005

EXHIBIT B
PAGE 3 OF 4

WOODINVILLE VILLAGE

PARCEL NUMBERS 2226059111, 2226059112, 2226059113, 2226059114, 22260597777, AND 3404700205

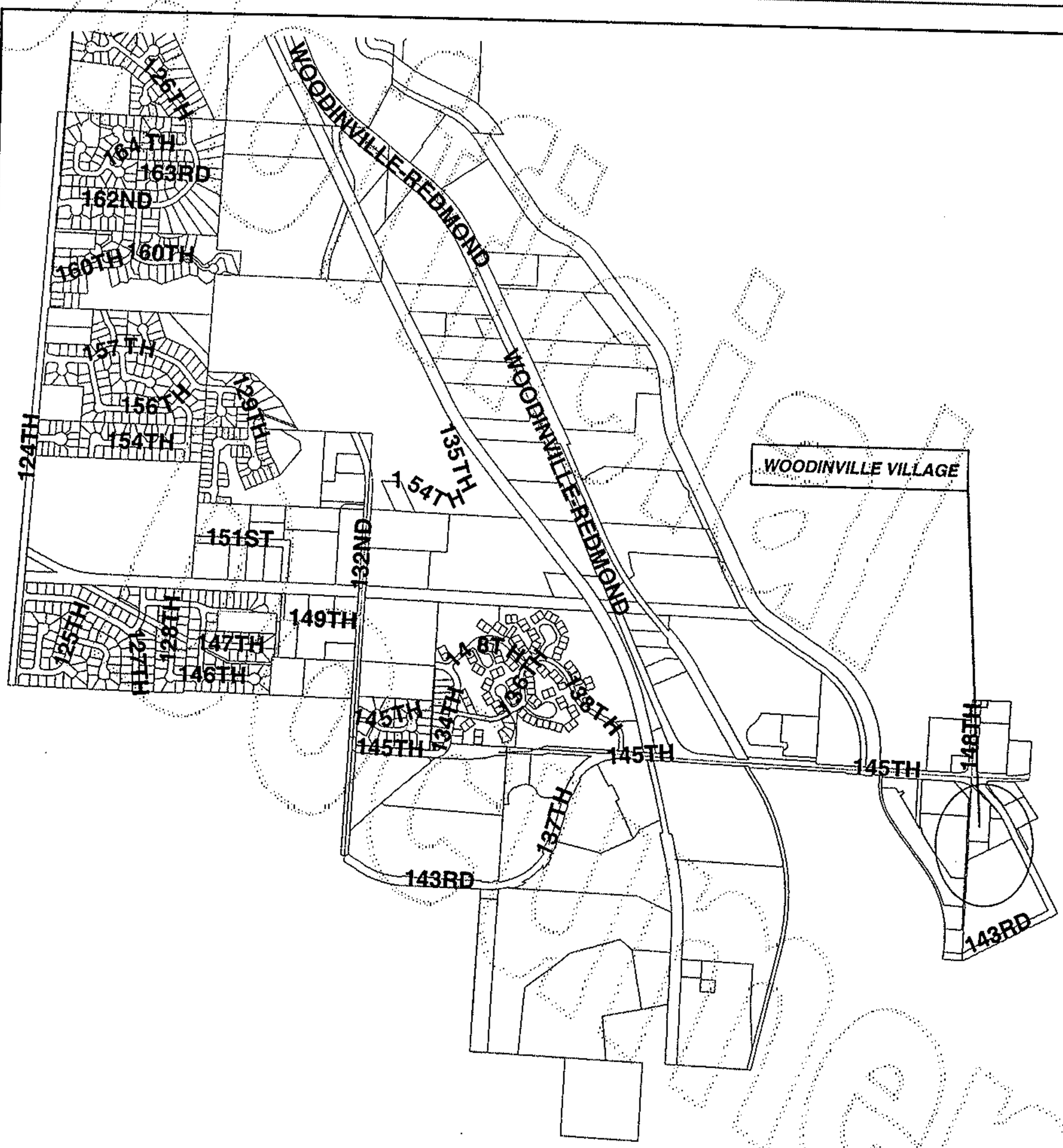

EXHIBIT B
PAGE 4 OF 4

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July 18, 2005
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CITY OF WOODINVILLE
MITIGATED DETERMINATION OF NON-SIGNIFICANCE

PROJECT: MJR/Woodinville Village
Threshold Determination: Mitigated Determination of Non-Significance
Date of Issuance: July 18, 2005
File Numbers: SEP2005-019
Applicant/Contact: MJR Development/Larry Calvin
Proposal Location: SW corner of NE 145th Street and 148th Avenue NE, Woodinville, King County, Washington
S/T/R: 22-23/26/05
Proposal Description: Proposed development of a Master Planned, Mixed Use Village.

This determination is issued under WAC 197-11-055(4)(a) and WAC 197-11-060(5) Phased Review. Future building construction will require additional environmental review and associated mitigations may be required at the time of application for building permits. This SEPA determination does not include traffic mitigation which is to be subject to WMC 3.39 at time of issuance of building permits.
Lead Agency: City of Woodinville
NOTE: This determination does not constitute approval of the proposal. The proposal will be reviewed for compliance with applicable codes which regulate development activities under the Environmental and all other applicable permit review processes.
Threshold Determination: In making this threshold determination the Responsible Official, pursuant to WAC 197-11-330, has reviewed the environmental checklist, supporting documents and considered mitigation measures which the applicant will implement as part of the proposal. As required by WAC 197-11-335, the Responsible Official finds this information reasonably sufficient to evaluate the environmental impact of this proposal and concludes that it does not pose a probable significant adverse impact to the environment provided the mitigation measures listed below are applied as conditions of permit issuance consistent with WAC- 197-11-350. These mitigation measures are based on policies, plans, rules, or regulation as a basis for the exercise of substantive authority and in effect when this determination of non-significance is issued.
Mitigation List: The following mitigation measures shall be attached as conditions of approval:

1. Prior to Site Development Permit issuance, a spill prevention plan (to support the Temporary Erosion and Sedimentation control measures referenced on the checklist) shall be provided to and approved by the Cityís Public Works Director.
2. A potential underground storage tank (UST) exists north of the house. Although Underground Storage Tanks containing heating fuel oil for use on premises are exempt from federal and state operating laws, there is liability under the State of Washington's Model Toxics Control Act (MTCA) for contaminated soil caused by leakage. The owner or operator must report all releases of petroleum products which may pose a threat to human health or the environment (WAC 173-340-300). Geophysical or electromagnetic testing methods shall be used to nondestructively determine if a UST remains on site. Alternately, an excavator could be used to explore the area in question. A licensed UST service provider shall pump, clean, and remove any petroleum containing UST found at the site. If an UST is found to exist, it shall be verified that the UST is registered with the Washington State Pollution Liability Insurance Agency (PLIA). Following removal of any UST found, sampling and analysis of soil near the UST shall take place to assess the soil for the presence of contamination. Should any contamination be found, subsequent cleanup shall be completed.
3. The aboveground storage tank near the maintenance building reportedly contained diesel fuel, although significant petroleum staining beneath the tank was not observed by the geotechnical consultant. There is no containment structure beneath the tank. But the consultant believes that there is potential for localized soil contamination from incidental spillage or overfilling of the tank. The storage tank shall be placed inside a containment structure of sufficient size to contain the contents of the tank (WAC 173-180A-080). As an alternative, the tank could be pumped of its contents, cleaned, and disposed of as scrap. Records shall be kept documenting when and where the tank is taken for disposal or recycling. Following either of these methods, soil sampling and analysis shall be conducted to determine if the soil beneath the tank has been contaminated. The property owner must then report all releases of petroleum products which may pose a threat to human health or the environment (WAC 173-340-300) with subsequent cleanup to be completed of any releases found.
4. The waste oil container located in the barn/shop building shall be lawfully disposed of by a licensed service provider. The contents of the 55-gallon drum shall be identified and lawfully disposed of or transported off-site for use. Records shall be kept documenting when and where the used oil and drums are taken for disposal or recycling. Sampling and analysis of the soil near the stained areas inside the barn shall also be conducted to assist in planning the future structures. The owner must then report all releases of petroleum products which may pose a threat to the human health or the environment (WAC 173-340-300) with subsequent cleanup of any releases found.
5. An asbestos survey shall be completed, and the removal and disposal of any asbestos-containing material in existence by qualified personnel shall occur prior to demolition of any structure containing asbestos and before any redevelopment.
6. All contractors operating on site shall be notified of the potential LBPC (lead-based paint) and to follow Occupational Safety & Health Administration (OSHA) standards during construction.
7. If the existing well on site is discontinued, the well shall be lawfully abandoned in accordance with guidelines published in Minimum Standards for Construction and Maintenance of Resource Protection Wells; Chapter 173-160 WAC.
8. There is a possibility that some or portions of the subject site may be part of the state-registered archaeological site 45KI11 located to the west of the site. As a result an archaeological survey shall be conducted within the parcels proposed for the Woodinville Village development. The survey shall be conducted by a qualified professional archaeologist familiar with the archaeology of King County and shall be performed and reported according to the standards of the State Office of Archaeology and Historic Preservation (OAHP). The City of Woodinville is prepared to cooperate with and assist the proponent in completing the survey. As a follow up to this survey:
   a) If archaeological deposits are encountered during the survey, the City of Woodinville, OAHP, KCHPP, and affected tribes shall be informed and consulted regarding appropriate treatment.
   b) The archaeologist shall also prepare a discovery plan that details what procedures will be followed if any archaeological deposits are encountered during construction.
   c) The archaeologist shall train site preparation and grading crews to recognize archaeological materials and to communicate with him if any are encountered. The archaeologist shall, if appropriate, monitor ground disturbing activities.

COMMENTS AND APPEALS: Any interested party may submit written comments on this determination. Written comments or appeals must be received in the City of Woodinville, Department of Planning and Community Development before **5:00 P.M.** on **August 2, 2005.** Any appeal shall state with specificity the reasons why the determination should be reversed. All appeals must be accompanied by a non-refundable $180.00 filing fee. Comments or appeals should be addressed to the responsible official designated below. **Any questions regarding the determination should be directed to Project Planner, Steve Munson at (425) 489-2757 ext. 2224.**
SEPA OFFICIAL: Ray Sturtz, Planning Director
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072
NOTE: To view a site map for this project, please visit our web site: **www.ci.woodinville.wa.us/events/legal-notices.asp**

Published July 18th, 2005

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CITY OF WOODINVILLE
PLANNING DIRECTORS DECISION
WOODINVILLE VILLAGE SUBSTANTIAL DEVELOPMENT PERMIT
SDP2005-031

Applicant: Michael J. Raskin **MJR Development**	))))	**Woodinville Village** **SDP2005-031**

I. INTRODUCTION

This decision is made based on the information in the Staff Report, Exhibit 1, for the MJR proposed Woodinville Village development to be located in the southeast corner of the City under Substantial Development Permit file number SDP2005--031. The following Findings, Conclusions and Conditions of Approval are hereby incorporated into this decision.

II. FINDINGS

1. The Woodinville Village Development is a proposal to create a 18+ acre mixed use development in the southeast corner of the City of Woodinville that underwent a feasibility study as to the appropriateness of such a development.

2. Representatives of MJR Development met with City staff to review their development needs and based in part on those meetings submitted a Binding Site Plan for the site in question.

3. The site plan Exhibit 7) is in conformance with the plans reviewed and tentatively approved by the City and a Development Agreement currently in the process of approval by the City Council.

4. An application for a SDP was submitted on April 6, 2005.

5. A SDP cannot be processed until the end of the appeal period for the SEPA determination or August 3, 2005.

6. A letter acknowledging reciept of the application (Exhibit 3) was sent on April 7, 2005.

7. A Notice of Application (NOA) was issued (Exhibit 5) for the SDP on April 18, 2005

8. A SEPA MDNS was issued (Exhibit 6) on July 18, 2005, with a 14-day appeal period, ending 5:00 p.m. on August 2, 2005.

9. The proposed development will be located outside of the edge of the 150 foot buffer area for the Sammamish River (Exhibit 7).

10. The 18+ acres of Woodinville Village will, with two minor exceptions, be located outside of the 200 foot Shoreline Management Area, only a 0.34 acre area in the northwest corner and some 1010 lineal feet not exceeding 25 feet in width will be located within the 200 foot Shoreline Management area.

11. The portion of the Village located within the 200 foot Shoreline Management Area may contain a portion of a restaurant with the remainder of the lineal inclusion containing landscaped areas and a future grassed plaza.

12. A private street connecting Woodinville Redmond Road (SR-202) on the east with NE 145th Street on the north will provide access to the businesses within the development..

13. The Village will incorporate residences on the upper floors of the buildings consisting and may include bed and breakfast and small boutique hotel.

14. The development will also contain up to four or five working wineries in addition to tourist oriented commercial businesses (Exhibit 7).

III. CONCLUSIONS

1. On April 6, 2005, the City received an application for a Substantial Development Permit for Woodinville Village under the Shoreline Management Program (Exhibit 2), from a Michael J. Raskin of MJR Development, 6725 116th Avenue NE, Suite 100, Kirkland, WA 98033.

2. Woodinville Village is a proposed 18+ acre mixed use development containing residences on upper floors and ground level commercial businesses which include at least three restaurants and up to five working wineries.

3. The application is considered to be in compliance with the City of Woodinville Shoreline Management Program (SMP) and with Chapter 4.1 specifically.

4. The application is in compliance with the requirements for a Substantial Development Permit for commercial and residential developments under Section 4.7 and 4.10 of the City of Woodinville Shoreline Management Program.

5. No objections or appeals were filed on either the Notice of Application (NOA) (Exhibit 5) or the SEPA determination (Exhibit 6).

6. The proposed project is in compliance with the City Comprehensive Plan, Chapter 3, Land Use, WMC 20.08.090 of the Subdivision Code and Chapter 21 of the Zoning Code.

7. The proposed development of the Woodinville Village site is in compliance with all City Development Codes.

8. The site development plan, Binding Site Plan and Development Agreement have been reviewed by all City Departments.

IV. CONDITIONS OF APPROVAL

The MJR Woodinville Village Substantial Development Permit, File SDP2005-031 is hereby **Approved** subject to the following Conditions of Approval:

1. The applicant shall sign a Development Agreement with the City of Woodinville and will obtain all required City and State permits.
2. Erosion control measures such as silt fencing shall be placed around the construction areas during construction and/or any site grading as directed by the City.
3. Vegetative cover beyond construction limits, particularly to the west within the 200 foot Shoreline Management Area shall not be disturbed.
4. All invasive plant materials shall be removed and replaced with native plant speces in addition to the approved landscape plan.
5. A site development permit in compliance with the Development Agreement shall be obtained prior to any site grading or construction.
6. All storage of construction materials and equipment shall be outside of the 200 foot Shoreline Management Area.

V. DECISION

Based on the Findings and Conclusions above, the Planning Director hereby **approves** the MJR Woodinville Village Substantial Development Permit Application, file number SPA2005-031, subject to the above **conditions of approval.**

Approved this Fourth Day of August 2005

Ray Sturtz
Planning Director/Shoreline Administrator

Original

XII. EXHIBITS:

Exhibit 1	Staff Report
Exhibit 2	Shoreline Substantial Development Permit Application
Exhibit 3	Acknowledgement of Application
Exhibit 4	Notice of Complete Application
Exhibit 5	Published Notice of Application
Exhibit 6	SEPA Mitigated Determination of Non-significance
Exhibit 7	Site Plan
Exhibit 8	Shoreline Development Application Checklist

VII. APPEAL

The decision of the Planning Director/Shoreline Administrator is final. Pursuant to Woodinville Municipal Code WMC 17.17.040(1), the Managers final decision on a Development Permit may be appealed by a party of record with standing by filing an appeal in compliance with WMC 17.17.040(d) with the Department of Community Development in City Hall. Such an appeal must be filed in writing and within 14 days of the date of issuance of this decision as provided in RCW Chapter 36.70C.

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CITY OF WOODINVILLE
PLANNING DIRECTORS DECISION
WOODINVILLE VILLAGE BINDING SITE PLAN
BSP2005-018

Applicant: Michael J. Raskin **MJR Development**	))))	**Woodinville Village** **BSP2005-018**

I. INTRODUCTION

This decision is made based on the information in the Staff Report, Exhibit 1, for the MJR proposed Woodinville Village development to be located in the southeast corner of the City under Binding Site Plan file number BSP2005--018. The following Findings, Conclusions and Conditions of Approval are hereby incorporated into this decision.

II. FINDINGS

1. The Applicant, MJR Development, Inc. submitted an application for a Binding Site Plan (Exhibit 2) on March 29, 2005. The application was determined complete on April 6, 2005 (Exhibit 10).
2. The site of the proposed subdivision is located at 14415 Woodinville-Redmond Road (Figure 1).
3. The proposal is to divide an 18.2 acre parcel into five (5) lots. (Exhibits 6 and 7).
4. Pursuant to WMC 20.08.090, a subdivision of land may be reviewed and approved through a Binding Site Plan.
5. A Notice of Application (NOA) was issued (Exhibit 11) for the Binding Site Plan on April 18, 2005.
6. Pursuant to WMC 17.11 Notice of Pubic Hearing was published (Exhibit 13).
7. A SEPA MDNS was issued (Exhibit 12) on July 18, 2005, with a 14-day appeal period, ending 5:00 pm on August 2, 2005.
8. Pursuant to WMC 20.08.090 (3), as a basis for approval, approval with conditions, or disapproval of a binding site plan, the Planning Director shall determine if appropriate provisions have been made for but not limited to the purpose and criteria set forth in WMC 20.06 Subdivision and Short Subdivision Regulations.
9. Pursuant to 20.06.020 (1) (a), the proposed subdivision must conform to the goals, policies, criteria and plans set forth in the City of Woodinville Comprehensive Plan as a prerequisite to approval.
10. The Future Land Use Map (Comprehensive Plan) of the City of Woodinville dated March 17, 2004 designates this property as "Tourist Business" allowing a density not to exceed twelve (12) dwelling units per acre.
11. Pursuant to WMC 20.06.020 (1) (b), the proposed subdivision must conform to the development standards set forth in the Woodinville Municipal Code Chapter 21 Zoning Code as a prerequisite to approval.
12. The site is zoned TB--Tourist Business, twelve (12) dwelling units per acre.
13. A private street connecting Woodinville Redmond Road (SR-202) on the east with NE 145th Street on the north will provide access to the businesses within the development.

III. CONCLUSIONS

1. All findings of this report are hereby adopted as conclusions.
2. The City received an application for a Binding Site Plan (Exhibit 2) on the subject property in order to prepare the site for and use of as a Master Planned Mixed-use Wine-Themed Village consisting of commercial, residential, (including both condominium and rental units), and up to five wineries.
3. The proposed uses of the site are permitted uses in the Tourist Business Zone and are compatible with existing uses on adjacent properties.
4. This proposal, with recommended conditions, meets the Goals and Policies of the Comprehensive Plan dated December, 2004.
5. This proposal, with recommended conditions, meets the regulations and requirements of the Zoning Code WMC Chapter 21.
6. This proposal, with recommended conditions, meets the criteria for binding site plan approval of the Subdivision Code, WMC Chapter 20.
7. The Planning Director has jurisdiction to decide an application for a binding site plan pursuant to the Woodinville Municipal Code (WMC) 20.08.090 and 17.07.030.
8. The criteria used by the Planning Director to review and decide an application for a preliminary plat are described in WMC 20.06 and 20.08.090. The proposed subdivision conforms to the criteria established under WMC 20.06 and 20.08.090.
9. No objections or appeals were filed on either the Notice of Application (NOA) (Exhibit 11) or the SEPA determination (Exhibit 12).
10. The Binding Site Plan has been reviewed by all City Departments.

IV. CONDITIONS OF APPROVAL

The MJR Woodinville Village Substantial Development Permit, File SDP2005-031 is hereby **Approved** subject to the following Conditions of Approval:

1. The applicant shall pay applicable transportation impact fees as per WMC 3.39, Ordinance No. 356, and the Development Agreement associated with Woodinville Village to be calculated and collected at the time of building permit issuance pursuant to the impact fee regulations then in effect.
2. The applicant shall pay applicable park impact fees as per WMC 3.36 and the Development Agreement to be calculated and collected at the time of building permit issuance pursuant to the fee regulations then in effect.
3. The applicant shall fully comply with the preliminary storm drainage plan to be reviewed and approved by the City.
4. The developer shall collect all surface water runoff to discharge and to provide water quality treatment satisfying applicable City of Woodinville, Washington State Department of Fish and Wildlife, and Washington Department of Ecology standards prior to discharge. In addition the proponent shall prepare and install an Erosion and Sedimentation Control Plan to control and treat surface water runoff during construction of the Project.
5. The buildings and site access of the Project shall be designed in accordance with applicable Woodinville Fire & Life Safety District standards. The design, location and spacing of all fire hydrants located within the Project shall be reviewed and approved by the Woodinville Fire & Life Safety District Fire Marshall prior to installation. All building addresses within the Project shall be clearly displayed to fire and emergency vehicles on the frontage of buildings within the Project.

6. Sewer and water connections shall be made in accordance with plans approved by the Woodinville Water District. The design, location and spacing of all fire hydrants located within the Project shall be reviewed and approved by the Woodinville Water District prior to installation.
7. The developer will coordinate as required with the King County Department of Natural Resources concerning, inter alia, development and treatment of the property boundary along the edge of the Sammamish River Trail.
8. To the extent required by state statute or regulation, the developer shall obtain a hydraulic project approval ("HPA") prior to any site work requiring such approval.
9. If required by state statute or regulation, the developer shall obtain a NPDES Permit for storm water discharge prior to commencing any site work requiring such approval.
10. The applicant shall coordinate as appropriate with the City concerning the design and construction of the TRIP (Tourist District Roundabout Improvement Project). The City shall be the lead in coordinating with Washington State Department of Transportation concerning the design construction of the required TRIP improvements.
11. The proposal is subject to all applicable Washington State Department of Labor and Industries standards.
12. The design and operation of the project shall comply fully with any and all applicable standards and requirements of the Seattle-King County Department of Health.
13. In order to minimize the visual impact of long, blank walls, buildings shall be designed in accordance with the Woodinville Village Master Plan & Design Standards, the City of Woodinville Commercial Design Principles, and WMC 21.38.065.
14. A lighting plan and photometric plan for each phase of the Project shall be submitted for review and approval by the Planning Director. The photometric plan shall include minimum and maximum illumination levels and uniformity ratios. Lighting shall be designed to minimize any spillover of light into adjacent developments per applicable WMC standards. Pedestrian-scaled lightning shall be used throughout the Project in compliance with the City's Commercial Design Guidelines and Woodinville Village Master Plan and Design Standards.
15. The developer shall submit for City approval an overall concept landscaping plan consistent with the Woodinville Village Master Plan & Design Standards and Chapter 21.16 WMC for the primary and secondary streets, and the SR 202 roadway frontage. The SR 202 roadway frontage landscaping shall be subject to the provisions of the Woodinville Village Master Plan & Design Standards. The landscape plan for individual lots shall be prepared by a licensed landscape architect and shall be reviewed and approved by the Planning Director prior to issuance of individual building permits. The landscape plan shall be implemented commensurate with Project construction. Street tree wells/grates shall be a minimum of 4' x 4', and appropriate irrigation shall be provided in all landscape areas.
16. Performance and maintenance bonds shall be required for all landscaping as provided by Chapter 21.16 WMC, except as modified below. The amount of the performance bond for landscaping shall be consistent with Chapter 21.16 WMC and shall include plant materials, irrigation, and labor for each phase of the Project. Upon acceptance of the landscaping and irrigation system for each phase of the Project by the City, and posting of the maintenance bond, the performance bond shall be released. A two-year maintenance bond, consistent with Chapter 21.16 WMC, shall be posted prior to or at the time of the City's acceptance of the landscaping and irrigation system.
17. Monument site entry markers consistent with the Woodinville Village Master Plan & Design Standards shall be provided at major entrances off of SR 202. All signs shall require review and approval by the Planning Director.
18. The applicant shall provide appropriate connections of sidewalks between Woodinville Village and TRIP pursuant to Chapter 12.0 WMC and the City of Woodinville's Street Design Standards.

19. The NE 143rd Street improvements shall be designed and constructed to the satisfaction of the City Engineer. The improvements shall include the installation of a half-street within the NE 143rd Street right-of-way, including a left-turn pocket at its intersection with SR 202, installation of storm drainage, concrete curb and gutter and sidewalk along the north side of NE 143rd Street, and pavement.
20. The City and the developer shall execute an agreement to coordinate their work on the Tourist District Roundabout Improvement Project (TRIP), City roads (NE 143rd Street), and interior streets (primary and secondary access roads within the Project) connected to WSDOT facilities in order to assure the timely completion of the improvements needed to serve the Project and to mitigate its traffic impacts.
21. The applicant shall be responsible to construct improvements for the interior streets throughout the entire development. The improvements shall be designed by the Developer's registered civil engineer, to the satisfaction of the City Engineer, in accordance with the Woodinville Village Master Plan & Design Standards. Improvements shall be completed prior to issuance of any certificate of occupancy and as described in the phasing plan. Pedestrian crossings shall be clearly indicated through use of varied pavement textures, in-pavement lights, raised crossings, or other construction techniques as approved by the City Engineer and Fire Marshall.
22. Design and installation of drainage improvements for the development and NE 143rd Street shall be in accordance with City regulations and the 2005 King County Surface Water Drainage Manual, and any HPA permit requirements established by the Washington Department of Fish and Wildlife.
23. Each Woodinville Village lot shall be developed with parking sufficient to meet the following minimum parking ratios specified in Chapter 21.18 WMC and the Woodinville Village Master Plan & Design Standards for each use developed on the lot:

    Shared parking. All surface parking within the Project shall be shared parking subject to the following provisions:

    1) Parking stalls shall be provided at the parking ratios per the Woodinville Village Master Plan and Design Standards for residential and non-residential uses.
    2) All non-residential parking stalls shall be considered shared and not assigned to individual tenant only use.
    3) Structured parking shall be assigned to residential and professional office uses or shared in accordance with an overall plan for parking sharing.
    4) On-street parking may be designated to 2 hour time limit.
    5) Stalls designated pick-up and delivery, including valet, are allowed if they are directly in front of the tenant they support.
24. The proponent shall include and implement the following TDM measures in the project: sidewalks, connections to the regional trail system, preferential parking for car pools and van pools, bicycle racks. Additional TDM measures may include informational kiosks and an on-site transportation coordination to promote a ride-match program.
25. Pedestrian Access Easement Granted. The developer hereby grants a perpetual easement allowing public pedestrian access over and upon all Private Open Spaces, including without limitation, sidewalks, pedestrian paths, trails and plazas located within the Woodinville Village development. Woodinville Village merchants and tenants may enjoy nonexclusive use of the Private Open Spaces consistent with the general public's use thereof and as further defined by Section 11.5.2. The final configuration of the open spaces and public pedestrian access easement shall be subject to the City's Design Review process and approval; PROVIDED, that the area subject to the public pedestrian access easement granted hereunder shall in no event be less than (1) fifty (50) percent of total open space (inclusive of Public, Private and Residential open spaces) located on the Property, and (2) fifteen (15) percent of the total land area of Property, excluding Public Open Spaces. PROVIDED FURTHER, that the Residential Open Space shall not exceed 35% of the total open space. Prior to the issuance of any building permit

for the Project, the developer shall file with the King County Recorder's Office a City-approved binding site plan amendment to BSP2005-018 that describes and depicts the Public Open Spaces, Private Open Spaces, and approved public pedestrian access easement.

26. The developer shall design and construct a trail system inside the development, that provides pedestrian and bicycle connections to the Sammamish River Trail at a minimum of two locations, plus Woodinville-Redmond Road, NE 143rd Street and the abutting retail development as part of Phase I of the Project. The developer hereby specifically grants a permanent public access easement for public use of said trail system.

27. Maintenance and Use of Open Space. Maintenance and use of the open spaces shall be as provided below:

A. Maintenance

1. City maintenance of Public Open Spaces. The City's maintenance and repair obligation with respect to the Public Open Spaces designated hereunder shall be commensurate with, but in no event greater, than required pursuant to state law and local ordinance. PROVIDED, nothing herein shall be construed as obligating the City to maintain any portion of said Public Open Space at or to any particular level or standard. PROVIDED FURTHER, nothing herein shall be construed as establishing a duty regarding any such City maintenance or repair with respect to any particular individual, entity, or group.
2. Developer maintenance of Private and Residential Open Space. The developer, its successors and assignees shall be exclusively and solely responsible for maintenance and repair of all Private and Residential Open Spaces designated hereunder. PROVIDED, nothing herein shall be construed as limiting the legal obligation of private land owners to maintain and/or repair sidewalks and other infrastructure to the extent required by state law and/or local ordinance.
3. Special Events. Notwithstanding the provisions of this subsection, the parties may from time to time agree to temporarily allocate maintenance and/or repair responsibility with respect to the Public or Private Open Spaces on the Property on a case-specific basis.

B. Events

1. Any use of the Public Open Spaces by the developer, tenants and merchants of Woodinville Village for special events shall be governed by applicable WMC provisions.
2. The City may request, and proponent may grant, permission to utilize the Private Open Spaces for purposes of conducting holiday parades, concerts, street fairs, and similar events. Such permission shall not be unreasonably withheld. The City shall provide thirty (30) days advance written notification to the developer, its successors and assignees, of any such request. The parties may in their discretion execute agreements, as mutually desired and appropriate, governing the allocation of responsibility for maintenance, repair, mobilization, security, and liability with respect to any such event.
3. The tenants and merchants of Woodinville Village may from time to time utilize the Private Open Spaces to conduct temporary retail sales, shows, carnivals, and concerts and similar events or seasonal café seating, provided that such use does not impede public access and use thereof.

C. Artwork

The City may in its sole discretion purchase and install artwork, including, but not limited to outdoor sculptures in the Public Open Spaces. The City shall consult as appropriate with the developer and/or its successors and assignees prior to such installation. The developer, its successors and assignees may purchase and install artwork, including but not limited to outdoor sculptures, in the Private and Residential Open Spaces. The Developer is encouraged to consult with the City's Public Art Advisory Committee prior to such installation. The parties may mutually agree to select, fund, and install artwork anywhere on the Property.

28. Upon the City's approval of specific site development plans and the developer's compliance with any other applicable approval processes, the developer may proceed with site construction and improvements for the project.
29. Clearing and grading for the project shall be restricted solely to those areas identified on the final approved clearing and grading plans. The approved limits of clearing shall be included on the approved construction drawings. No other clearing of any nature shall be allowed without the express prior written approval of the City.
30. Construction hours and noise limitations shall be in compliance with City regulations at the time of construction unless otherwise approved in writing by the City Engineer.
31. The infrastructure phase of construction shall include the following: clearing and grading; installation of utilities; permanent curb and gutters; installation of interior streets and roadways; storm runoff water quality facilities; NE 143rd Street improvements; installation of fifty percent (50%) of the street trees and streetlights in temporary locations along the Village Spine Road and the main plaza area at the center of the project. Trail connections and construction of the public restroom referenced in Section 8.3.3 shall occur in this first phase. On a parcel-specific basis, the public shall have access to and use of all Private Open Spaces, trail connections and the public restroom beginning with the completion of this phase.
32. The first phase of building construction may, but need not, include construction of a combination of structures and uses sufficient to stimulate pedestrian activity.
33. In accordance with RCW 58.17.035, BSP 2005-018 shall be independently recorded in the King County Office of Records and Elections prior to the sale of any lots, tracts or parcels created thereby.
34. Best management practices shall be implemented in the installation of infrastructure and any site grading approved by the city.
35. Mail routes and mailbox locations shall be approved by the postmaster. Mailbox locations shall also be approved by the City Engineer to insure they do not interfere with traffic sight distances.
36. A copy of this decision shall be included with each property title and with the CC&R's of the homeowners association.

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V. DECISION

Based on the Findings and Conclusions above, the Planning Director hereby **approves** the MJR Woodinville Village Binding Site Plan Application, file number BSP2005-018, subject to the above **conditions of approval**.

Approved this Twentieth Day of October 2005

Ray Sturtz
Planning Director

XII. EXHIBITS:

Exhibit 1	Staff Report
Exhibit 2	Binding Site Plan Permit Application
Exhibit 3	Notice of Complete Application
Exhibit 4	Published Notice of Application
Exhibit 5	SEPA Mitigated Determination of Non-significance
Exhibit 6	Site Plan (see attached Staff Report Exhibit 6)
Exhibit 7	Binding Site Plan Application Checklist

VII. APPEAL

The decision of the Planning Director is final. Pursuant to Woodinville Municipal Code WMC 17.17.040(1), the Director's final decision on a Development Permit may be appealed by a party of record with standing by filing an appeal in compliance with WMC 17.17.040(d) with the Department of Community Development in City Hall. Such an appeal must be filed in writing and within 14 days of the date of issuance of this decision as provided in RCW Chapter 36.70C.

Original Signed

EXHIBIT D
PAGE 8 OF 35

Return Address:
MATTHEW B STRAIGHT
OSERAN HAHN SPRING & WATTS PS
10900 NE 4TH ST STE 850
BELLEVUE WA 98004

KING COUNTY AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S): 1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODINVILLE VILLAGE
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A Additional reference numbers are on page N/A of document.
DECLARANT: 1. WATERMAN PROPERTIES L.P., a Washington limited partnership 2. CYNTHIA S. FREIMUTH GST TRUST Additional names on page N/A of document.
LEGAL DESCRIPTION: (abbreviated i.e. lot, block, plat, section, township, and range) NE 1/4, NE 1/4. SEC. 22, T. 26 N., R. 5 E., W.M. NW 1/4, NW 1/4. SEC. 23, T. 26 N., R. 5 E., W.M. Full legal description is on page ____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 222605-9111, -9112, -9113, -9114, 340470-0205
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODINVILLE VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 5th day of December, 2005, by Waterman Properties L.P., a Washington limited partnership, and Cynthia S. Freimuth GST Trust (collectively "Declarant").

Declarant is the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference. Declarant intends by this Declaration to: (a) impose upon the Property mutually beneficial restrictions for the benefit of all owners of such property; (b) establish a method for the administration, maintenance, preservation, use and enjoyment of the Property; and (c) create easements, covenants,

conditions and restrictions to protect the value and desirability of the real property subject to this Declaration.

Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with title to, the Property. This Declaration shall be binding on all parties having any interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE 1 - DEFINITIONS

1.1 "Areas of Common Responsibility". The Common Area and other areas, if any, which become the responsibility of the Association to maintain, including, but not limited to, the entry monuments, all planting and landscaping strips, all drive aisles, all parking and sidewalk areas, within Woodinville Village.

1.2 "Articles". The Articles of Incorporation of Woodinville Village Association, filed with the Secretary of State of the state of Washington.

1.3 "Association". Woodinville Village Association, its successors or assigns.

1.4 "Base Assessment". Assessments levied on all Lots, subject to assessment under Article 9 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 9.1 and 9.2.

1.5 "Binding Site Plan". The Binding Site Plan approved by the City of Woodinville and recorded contemporaneously with this Declaration under King County Recording No. _____.

1.6 "Board of Directors" or "Board". The body responsible for administering the Association and serving as the Board of Directors under Washington corporate law.

1.7 "Common Area". The Common Areas are portions of the Property owned and maintained by the Association for the benefit of all Owners as described herein. The Common Area includes open space and Public Plaza area adjacent to the Sammamish River Trail. Declarant, on its sole signature, may amend the Declaration to include additional Common Areas to be incorporated into the Woodinville Village Development and subjected to this Declaration as provided for herein. Portions of the Common Areas or Areas of Common Responsibility may be located on or within certain Lots; provided that the Owner(s) of such Lot(s) have granted to the Association a perpetual easement to manage, improve and maintain the portion of any such Lot to be considered a Common Area.

1.8 "Common Expenses". The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners,

including any reasonable reserve, all as may be found necessary and appropriate by the Board under this Declaration and the Articles of the Association. Common Expenses include, but are not limited to, real estate taxes and similar charges for Common Areas.

1.9 "Declarant". Waterman Properties L.P., a Washington limited partnership, and Cynthia S. Freimuth GST Trust, collectively, and their successor-in-title, provided any such successor-in-title shall own or acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in the attached Exhibit A. It is Declarant's intent that Woodinville Village Associates, L.L.C., a Washington limited liability company, or another entity affiliated with Michael J. Raskin Development, Inc. (d/b/a MJR Development) (the ultimate purchaser being referred to herein as "WVA") will purchase the Property from Declarant. Declarant will assign to WVA all of Declarant's rights, obligations and duties, such assignment occurring automatically when WVA closes its purchase from Declarant of any portion of the Property. Declarant will sign all documents required, if any, in order to confirm WVA as the new Declarant hereunder.

1.10 "Lessee". Any Person occupying any portion of a Lot other than the Owner, whether as a tenant, sub-tenant or otherwise.

1.11 "Lot". Any contiguous portion of the Property, unimproved, other than Common Area, and property dedicated to the public, which may be independently owned, conveyed, developed and used for commercial purposes. The term shall refer to the land, if any, which is part of the Lot, as well as any improvements thereon.

1.12 "Member". A person entitled to membership in the Association.

1.13 "Mortgage". Any mortgage, deed of trust or similar instrument used for the purpose of encumbering Property as security for the payment or satisfaction of an obligation.

1.14 "Mortgagee". The holder of a Mortgage.

1.15 "Owner". One or more Persons who hold the record title to any Lot, except persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner.

1.16 "Person". A natural person, corporation, partnership, trustee or any other legal entity.

1.17 "Property". The real property described in Exhibit A.

1.18 "Site Plan". This Declaration is made with reference to the Woodinville Village Master Site Plan ("Site Plan") attached hereto as Exhibit B.

1.19 "Special Assessments". Assessments levied under Section 9.4.

1.20 "Woodinville Village". The Woodinville Village Development comprised of all property subjected to this Declaration.

ARTICLE 2 – PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to: (a) this Declaration, and (b) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area.

Any Owner may extend their right of use and enjoyment to the lessees, subject to rules of the Board. An Owner who leases their Lot shall be deemed to have assigned all such rights to the Lessee.

ARTICLE 3 – MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall have a membership in the Association. No Owner shall have more than one (1) membership per Lot owned. If a Lot is owned by more than one (1) Person, all co-Owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 3.2. All co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The membership rights of an Owner who is a natural Person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership or other legal entity may be exercised only by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.2 Voting. The Association shall have two (2) classes of membership, Class A and Class B.

3.2.1 Class A. Class A Members shall be all Owners except the Class B Member, if any. Each Class A Member shall have one (1) equal vote for each Lot they own. There shall be only one (1) vote per Lot.

In any situation where there is more than one (1) Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

3.2.2 Class B. The sole Class B Member shall be Declarant. The rights of the Class B Member are specified elsewhere in the Articles and this Declaration. The Class B Member may appoint a majority of the Board members

during the Class B Control Period. The Class B membership shall terminate and convert to Class A membership upon the earlier of (a) the sale by Declarant of the last portion of the Property owned by it; or (b) when, in its discretion, Declarant so determines and declares in a recorded instrument.

ARTICLE 4 – RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Common Area and all improvements thereon, and shall keep it in a good, clean, attractive, safe, secure and sanitary condition, order and repair under the terms and conditions of this Declaration.

4.2 Personal Property and Real Property for Common Use. Declarant may convey to the Association improved or unimproved real estate located within the Property, personal property and easements and other property interests. Such property shall be accepted and thereafter maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the conveyance.

4.3 Rules. The Association, through its Board, may make, modify and enforce reasonable rules governing the use of the Property, consistent with the rights and duties established by this Declaration, as provided in Article 11. Such rules shall bind all Owners and Lessees until and unless repealed or modified in a regular or special meeting of the Association by the vote of sixty-seven percent (67%) of the total Class A votes and, so long as such membership exists, by the Class B Member.

4.4 Enforcement. The Association may impose sanctions for violations of this Declaration and rules, including without limitation reasonable monetary fines. The Board may seek relief in any court for violations or to abate nuisances.

4.5 Indemnification. The Association, to the fullest extent allowed by law, shall indemnify every officer, director and committee member against all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The officers, directors and committee members shall not be liable for any mistake of judgment, except for their own individual misfeasance, malfeasance, misconduct or bad faith, and shall have no personal liability to third parties with respect to any contract or action taken by them in good faith on behalf of the Association. The Association shall indemnify and hold each such officer, director and committee member harmless against all liability to others on account of any such contract, commitment or action. The Association may, as a Common Expense, maintain adequate general liability and

officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

4.6 Utility Lines. Each Owner, occupant, guest and invitee acknowledges that neither the Association, the Board nor Declarant shall be held liable for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines, storm water facilities, waterways and drive aisles and similar infrastructure improvements located adjacent to, near, over or on the Property. Each Owner, occupant, guest and invitee assumes all risk of personal injury, illness or other loss or damage arising from the presence of utility lines, and further acknowledges that neither Declarant nor the Association has made any warranties, nor has any Owner, Lessee, guest or invitee relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines.

4.7 Maintenance and Repair of Storm Water Facility. The storm water drainage facility for the Property is located on and under the Property, and continues off the Property until discharged at a site away from the Property. The Association shall manage, control, maintain and repair the portion of the storm water drainage facility on or under the Property. The Association may levy Special Assessments or annual fees for replacement reserves against the Lots for any maintenance and/or repair work performed to the storm water drainage facility, whether routine or emergency, and whether performed by the Association, its contractors or the City of Woodinville.

ARTICLE 5 - MAINTENANCE

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility.

Except as otherwise specifically provided, all costs for maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense allocated among all Lots as part of the Base Assessment without prejudice to the Association's right to seek reimbursement from Persons responsible for such work.

5.2 Owner's Responsibility. Except for the Areas of Common Responsibility, each Owner shall maintain their Lot, including without limitation all structures, fencing, drains, drainage and other improvements comprising the Lot in a first class attractive condition including, but not limited to, keeping the buildings painted in colors approved by the Board. In addition to any other enforcement rights, if any Owner fails properly to maintain their Lot, the Association may perform such maintenance and assess the costs against the Lot and the Owner under Article 9; provided, the Association shall give the Owner reasonable notice and an opportunity to perform such maintenance, unless the Board determines that maintenance is needed on an emergency basis.

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5.3 Standard of Performance. Unless otherwise specifically provided in this Declaration or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a first class manner. Neither the Association, Declarant or any Owner shall be liable for any damage or injury occurring to or arising out of the condition of property maintained by the Association.

ARTICLE 6 – INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" insurance for all insurable improvements on the Common Area and other portions of the Areas of Common Responsibility for which it has assumed responsibility for maintenance, repair and/or replacement. If blanket "all-risk" coverage is not generally available at reasonable cost, fire and extended coverage insurance, including coverage for vandalism and malicious mischief, shall be obtained. The face amount of the policy shall be sufficient to cover the full replacement cost of insured structures.

The Board shall also obtain a public liability policy covering the Areas of Common Responsibility, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, its employees, agents or contractors acting on its behalf. If generally available at reasonable cost, the public liability policy shall have at least a Two Million Dollar ($2,000,000) combined single limit per occurrence and in the aggregate. The Association shall also obtain, if reasonably available, an umbrella policy providing at least Three Million Dollars ($3,000,000) in additional coverage, bringing total liability coverage to at least Five Million Dollars ($5,000,000).

Premiums for all insurance shall be Common Expenses included in the Base Assessment. The policies may contain reasonable deductibles which shall be disregarded in determining whether the insurance meets the coverage requirements. In the event of an insured loss, the deductible shall be treated as a Common Expense. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss resulted from negligence or willful misconduct of one or more Owners, then the Board may assess the full amount of such deductible against such Owner(s) and their Lot(s) under Section 9.6.

All insurance coverage obtained by the Board on behalf of the Association shall: (a) be written with a company authorized to do business in Washington which holds a B or better general policyholder's rating, or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc., or in the alternative, the highest rating generally available; (b) be written in the name of the Association; (c) vest in the Board exclusive authority to adjust losses; provided, that a Mortgagee having an interest in such losses may participate in any settlement

negotiations; (d) provide that it will not be brought into contribution with insurance purchased by individual Owners, Lessees or their Mortgagees; (e) if for property insurance, have inflation guard endorsements, if reasonably available; (f) if containing a co-insurance clause, have an agreed amount endorsement, if reasonably available; and (g) provide for a Certificate of Insurance to be furnished to the Association (A copy of such Certificate shall be provided by the Association to any Member upon request).

The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with business parks in the area of King County, Washington.

The Board shall use reasonable efforts to secure insurance policies that provide endorsements: (a) waiving subrogation as to any claims against the Association's Board, officers, employees and Manager, the Owners and Lessees of Lots and their respective agents and guests; (b) excluding individual Owner policies from consideration under any other insurance clause; and (c) providing that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

The Board may, in its discretion, also obtain liability insurance coverage for directors and officers in the amount of at least Two Million Dollars ($2,000,000), if reasonably available, insuring the Association and its officers, directors and committee members (former, present and future) from liability for any actions or decisions for which the Association would have the duty to indemnify them under Section 4.5.

The Board may also obtain, as a Common Expense, fidelity bonds and/or such other insurance as it deems necessary or advisable, including flood insurance.

6.2 Owners' Insurance. Each Owner acknowledges that, except as set forth herein, the Association has no obligation to provide any insurance for any portion of a Lot, including Areas of Common Responsibility located within a Lot. Each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on their Lot and structures constructed thereon, and a liability policy covering damage or injury occurring on the Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. These policies shall be in effect at all times, unless the Association carries insurance on such Lot.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on their Lot, the Owner(s) shall promptly repair or reconstruct

the damaged structure or improvements in a manner consistent with the original construction or other plans and specifications approved under Article 10.

6.3 Damage and Destruction.

6.3.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its agent shall file all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. "Repair" or "reconstruction", as used in this Section, means repairing or restoring the property to substantially the condition existing prior to the damage, with any changes needed to comply with applicable building codes.

6.3.2 Any damage to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total Class A votes in the Association, and the Class B Member, if any, decide within sixty (60) days after the loss either (a) not to repair or reconstruct, or (b) to construct alternative improvements.

If either the insurance proceeds or reliable, detailed estimates of the cost of repair or reconstruction are not available to the Association within the sixty (60) day period, then the period may be extended for not more than sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

6.3.3 If it is determined that the damage to the Common Area shall not be repaired or reconstructed and no alternative improvements on the affected portion of the Property are authorized, the affected area shall be cleared of all debris and ruins and thereafter maintained by the Association in a neat and attractive landscaped condition.

6.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying for repair or reconstruction or, if no repair or reconstruction is made, after such settlement as is necessary and appropriate with the affected Owner and their Mortgagees as their interests may appear, shall be retained by the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

6.5 Repair and Reconstruction. If the insurance proceeds are insufficient to pay for repairing or reconstructing the damage to the Common Area, the Board may, during and following the completion of any repair or reconstruction and without membership approval, levy Special Assessments to pay for such repair or

reconstruction against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1. The Association shall have the exclusive right to deal with all vendors, contractors or subcontractors in connection with the performance of any such repair and/or reconstruction work.

ARTICLE 7 – FUTURE DEVELOPMENT

Developer currently owns, all of the property contained within the Binding Site Plan. Declarant may develop the undeveloped portions of the lots for any residential or commercial uses allowed under the applicable zoning laws, and may further construct improvements associated with those uses; provided, however, that at all times the Property must be developed in accordance with the requirements of the Development Agreement (now existing or hereafter established) between the City of Woodinville and Declarant. It is the Declarant's intent that all lots within the Binding Site Plan may be further subdivided as necessary to meet the needs of the future tenants for financing, ownership, or other reasonable purposes. All Lot Owners agree to sign any binding site plan or other subdivision applications requested by Declarant in order to accomplish such subdivision, provided that the Lot Owners shall incur no liability in doing so. Declarant may, on its sole signature, execute and record one (1) or more Amendments to this Declaration in order to evidence any such subdivision of the undeveloped lots. Until any such subdivision is legally completed, the undeveloped parcel shall be deemed one (1) Lot. So long as Declarant owns any portion of the undeveloped parcel(s), Declarant may, on its sole signature, file an Amendment to this Declaration to withdraw from the Property all or any portion of the undeveloped parcel(s) still owned by Declarant. Any property so withdrawn from the Property shall no longer be subject to this Declaration, although it may still be subject to the Binding Site Plan. However, in the event of such withdrawal, Declarant may, on its sole signature, execute such easements and cost sharing agreements as are reasonably necessary to enable the owner of the withdrawn property to use the driveways and parking areas available for the use of all other Lot Owners; provided, that the Owner of the withdrawn property shall pay the Association an amount equal to the Base Assessment paid by the other Lot Owners. Declarant shall have the right to perform all work on or about the Property in order to develop the undeveloped parcel(s), so long as such work does not unreasonably interfere with an Owner's use of their Lot.

ARTICLE 8 - CONDEMNATION

Whenever any part of the Common Area shall be taken or conveyed under threat of condemnation by any authority having the power of eminent domain, each Owner shall be entitled to notice thereof. The Board may convey Common Area under threat of condemnation only if approved in writing by at least sixty-seven percent (67%) of the total Class A votes in the Association and Declarant, as long as Declarant owns any of the Property.

The award made for such taking or conveyance shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any of the Property, and at least sixty-seven percent (67%) of the total Class A vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.4 regarding the disbursement of funds shall apply to disbursement of awards.

ARTICLE 9 - ASSESSMENTS

9.1 Creation of Assessments. There are hereby created three (3) types of Assessments for Association expenses, as follows: (a) Base Assessments to fund Common Expenses for the general benefit of all Lots; (b) Special Assessments as described in Section 9.4; and (c) Specific Assessments as described in Section 9.5.

Each Owner, by acceptance of a deed or recording a contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments as levied from time to time by the Association.

All Assessments, together with interest at eighteen percent (18%) per annum from the date of delinquency, late charges, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon each Lot against which the Assessment is made until paid, as more particularly provided in Section 9.6. Each such Assessment, with interest, late charges, costs of collection, including reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose. If title to a Lot is transferred, the grantee shall be jointly and severally liable for Assessments and charges due at the time of conveyance, except that a first Mortgagee who obtains title to a Lot by exercising rights under the Mortgage shall not be liable for previously accrued Assessments and related charges.

The Association shall, on request, furnish to any Owner a written certificate setting forth whether Assessments have been paid for any particular Lot, on advance payment of a reasonable processing fee as set by the Board.

Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment of Assessments in installments. Unless the Board otherwise provides, the Base Assessment shall be due in advance on a semi-annual basis on the first (1st) day of each sixth (6th) month of the fiscal year. If any Owner is delinquent in paying any Assessments or charges levied on the Lot, the Board may require all unpaid Assessment installments to be paid immediately.

No Owner may exempt himself from liability for Assessments by non-use of Common Area, abandonment of the Lot or any other means. The obligation to pay Assessments is a separate and independent covenant of each Owner. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any alleged failure of the Association to take any action required of it or for inconvenience or discomfort arising from repairs or improvements or other actions taken by it.

During the Class B Control period, Declarant may elect annually to pay the Association either (a) regular Assessments on all of its constructed and unsold Lots within the Property, notwithstanding the commencement date under Section 9.7, or (b) the difference between the amount of Assessments against all other Lots and the necessary expenditures of the Association during the fiscal year.

9.2 Computation of Base Assessment. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget for the estimated Common Expenses of the Association during the coming year, including capital contributions in accordance with reserve fund budgets prepared under Section 9.3, but not including expenses incurred during the Class B Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class A vote of the Association.

The Base Assessment shall be set in aggregate amounts reasonably expected to produce income equaling the total budgeted Common Expenses. In determining Assessments, the Board may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment under Section 9.7 on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but is not obligated to, reduce the Base Assessments by paying a subsidy (in addition to any amounts paid by it under Section 9.1), which may be either a contribution, an advance against future Assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the Common Expense budget. Payment of any subsidy shall not obligate Declarant to continue subsidies in the future.

The Board shall send to each Owner a copy of the budget and notice of the amount of the Base against such Owner's Lot at least thirty (30) days before the beginning of the fiscal year. The budget and Assessment shall be effective unless disapproved at a meeting by a vote of at least fifty-one percent (51%) of the total Class A votes in the Association and by the Class B Member, if any.

There shall be no obligation to call a meeting to consider the budget unless a petition of at least twenty percent (20%) of the Class A votes in the Association is presented to the Board within ten (10) days after delivery of the notice of Assessments.

If a budget is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget for the preceding year shall continue.

9.3 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets for general purposes, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected maintenance repair or replacement cost. The Board shall include in Base Assessments capital contributions in amounts sufficient to meet these projected needs.

9.4 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover expenses greater or different than those budgeted. Special Assessments shall be levied against all Lots. Except as otherwise specifically provided in this Declaration, Special Assessments must be approved by the affirmative vote or written consent of Owners representing at least a majority of the Class A votes, and consent of the Class B Member, if any. Special Assessments shall be paid in a manner and by dates fixed by the Board. The Board may allow payment in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5 Specific Assessments. The Board may specifically assess against particular Lots expenses incurred by the Association to provide special benefits, items or services (a) on request of the Owner of a Lot; (b) made necessary by the conduct of the Owner or its Lessees, invitees or guests; or (c) necessary to bring the Lot into compliance with this Declaration, the Articles or Association rules. Such Specific Assessments may be levied by the Board after notice to the applicable Owners and an opportunity for a hearing.

9.6 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of delinquent Assessments, interest, late charges and costs of collection (including attorney's fees). Such lien shall be prior and superior to all other liens, except: (a) the liens for taxes and governmental Assessments which by law are superior, and (b) the lien of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure in the same manner as a Mortgage.

The Association may bid for a Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. When a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual

Assessment, its pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue to recover a money judgment for unpaid Assessments and related charges, including attorney's fees, without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to foreclosure of the Mortgage, it shall not be liable for the share of the Assessments which became due prior to such acquisition of title. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots including such acquirer.

9.7 Date of Commencement of Assessments. The obligation to pay Assessments shall commence as to each Lot after the later of either (a) the Board first determines a budget and levies Assessments on the first (1st) day of the month following the date of conveyance of such Lot by Declarant to any Person or (b) after such time as all buildings have been constructed on such Lot and the use of such Lot for its intended purposes has commenced. The first semi-annual Assessment levied on each Lot shall be adjusted according to the number of months remaining in the semi-annual period at the time Assessments commence on the Lot.

9.8 Failure to Assess. Failure of the Board to fix the Assessment amounts or rates or to deliver Assessment notices shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the prior year until a new Assessment is made, at which time any shortfalls in collections may be assessed retroactively.

9.9 Capitalization of Association. Upon acquisition of record title to a Lot by the first Owner other than a builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6th) of the annual Base Assessment per Lot for that year. This amount shall be in addition to and not in lieu of the annual Base Assessment levied on the Lot and shall not be considered an advance payment thereof. This amount shall be collected at the closing of the Lot and disbursed to the Association for use in covering operating and other expenses incurred by the Association under the terms of this Declaration.

ARTICLE 10 – ARCHITECTURAL STANDARDS

10.1 General. No improvements, exterior alteration of existing improvements (including painting), placement or posting of any object or thing on the exterior of any Lot or the Common Area (e.g., fences, signs, antennas, satellite dishes, lighting, temporary structures, artificial vegetation or planting or removal of plants, trees or

shrubs shall take place except in compliance with this Article and with the approval of the Board.

An Owner may rebuild structures in accordance with originally approved plans and specifications without approval under this Article.

This Article shall not apply to (a) activities of Declarant on any portion of the Property, or (b) improvements or modifications to the Areas of Common Responsibility by or on behalf of the Association.

This Article may not be amended without Declarant's written consent, so long as Declarant owns any land subject to this Declaration or which it may unilaterally submit to this Declaration.

10.2 Enforcement. Any construction, alteration or other work done in violation of this Article shall be deemed nonconforming. On written request from the Board or Declarant, Owners shall, at their own expense, cure such nonconformance to the satisfaction of the requester, or restore the land to substantially the same condition as existed prior to the nonconforming work. If an Owner fails to so cure or restore, the Board, Declarant or their designees may do so at the Owner's expense and assess the cost against the benefited Lot as a Specific Assessment under Section 9.5.

10.3 Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with this Article may be excluded by the Board from the Property. In such event, neither the Association, its officers or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

10.4 In addition, the Board may, on behalf of the Association, pursue all legal and equitable remedies available to enforce this Article and the decisions of the Architectural Control Committee.

ARTICLE 11 – USE GUIDELINES AND RESTRICTIONS

11.1 Plan of Development: Applicability: Effect. All provisions of the Declaration and of any rules shall also apply to all Lessees, tenants, guests and invitees of any Lot. The Owner shall cause all Lessees of their Lot to comply with these provisions. Every Owner shall be responsible for all violations and losses to any portion of the Property caused by such Lessees. Any lease on any Lot shall provide that the Lessee of the leased Lot (or any portion thereof) shall be bound by the terms of this Declaration and the rules of the Association.

11.2 Board Power. The Board shall manage the Use Guidelines and Restrictions through rules which adopt, modify, cancel, limit, create exceptions to, or expand the Use Guidelines and Restrictions.

The Board shall have all powers necessary and proper, subject to its exercise of sound business judgment and reasonableness to effect the duties contained in this Section 11.2.

11.3 Members' Power. The Members, at a meeting duly called for such purpose, may adopt, repeal, modify, limit and expand Use Guidelines and Restrictions and implement rules by a vote of sixty-seven percent (67%) of the total Class A votes and the approval of the Class B Member, if any.

11.4 Owners' Acknowledgment. All Owners are subject to the Use Guidelines and Restrictions and are given notice that: (a) their ability to use their Lot is limited thereby, and (b) the Board may add, delete, modify, create exceptions to, or amend the Use Guidelines and Restrictions in accordance with Sections 11.2, 11.3, and 16.2.

Each Owner by acceptance of a deed acknowledges and agrees that the use, enjoyment and marketability of their property can be affected by this provision, and that the Use Guidelines and Restrictions and rules may change from time to time.

11.5 Rights of Owners. Except as may be contained in Section 11.6, neither the Board nor the Association may adopt any rule in violation of the following provisions:

11.5.1 Equal Treatment. Similarly situated Owners and residents shall be treated similarly.

11.5.2 Activities Within Lot. Neither the Association nor the Board shall make any rule that interferes with the activities of the Owners or Lessees carried on within the confines of their Lot, except that the Association may restrict or prohibit any activities that impose monetary costs on the Association or other Owners, that create a danger to the health or safety of other Owners, that generate excessive noise or traffic, that create offensive odors, dust or particulates that create an unreasonable source of annoyance to other Owners or Lessees.

11.6 Initial Use Guidelines and Restrictions.

11.6.1 General. The Property shall be used only for commercial purposes permitted by applicable zoning laws.

11.6.2 Restricted Activities. The following activities are prohibited within the Property unless expressly authorized by and then subject to such conditions as may be imposed by the Board:

(a) Business Activities. An Owner or Lessee may conduct any business activities within the Lot so long as: (i) the business activity conforms to all zoning requirements for the Property; (ii) the Lot is not

used for an objectionable activity which is an unreasonable nuisance by reason of odor, dust, fumes, smoke, noise, vibration, or refuse matter; (iii) the business activity does not constitute a hazardous use, or threaten the security or safety of other Owners or Lessees of the Property, as may be determined in the sole discretion of the Board.

(b) Construction. An Owner may not do any construction, erection, modification or placement, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved except as provided in Article 10.

(c) Dumpsters. All dumpsters or similar waste receptacles shall be located on a concrete pad in a location approved by the Board, and shall be screened and secured as may be required by this Declaration.

(d) Signs. It is the intent of the Declarant that a uniform system of signage be used throughout the Property. An overall signage plan for each Lot shall be submitted to and approved by the Board.

(e) Lighting. No exterior lighting shall be relocated from its original position without the prior approval of the Board.

(f) Modifications of Exteriors. No Owner may materially modify the appearance of the exterior of any building existing on a Lot without the prior approval of either the Board or Declarant, which prior approval will not be unreasonably withheld in the case of attractive and creative retail store fronts.

(g) Special Events. Portions of the Common Areas may, with the Board's prior approval, be used for shows, musical and similar events open to the public. Such approval will not be unreasonably withheld if the proposed use either promotes or benefits Woodinville Village in general.

ARTICLE 12 – EASEMENTS

12.1 Easements for Utilities, Etc. Declarant reserves unto itself, so long as it owns any portion of the Property and grants to the Association an easement for the purposes of access and maintenance upon, across, over and under all of the Property to the extent reasonably necessary to install, replace, repair and maintain roads, walkways, bicycle pathways, drainage systems, outdoor lights, signage and all utilities, including but not limited to water, sewer, meter boxes, telephone, gas and electricity. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over,

under or through any existing Lot; and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising the easement. Exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant. No utilities may be installed or relocated on the Property without approval of the Board or as provided by Declarant.

12.2 Easements to Serve Future Development. Declarant and its agents, successors, assigns and Mortgagees shall have an easement over the drive aisles and walkways for the purposes of enjoyment, use, access to and development of Future Development within each lot. This easement includes but is not limited to rights to construct roads and to connect and install utilities on the undeveloped portions within the development. Declarant and its successors or assigns shall be responsible for any damage resulting from the exercise of this easement.

12.3 Easement for Emergency. Authorized agents of the Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot, for emergency, security and safety reasons. Except in emergencies, entry onto a Lot shall only be during reasonable hours and after notice to and permission from the Owner thereof. This easement includes the right to enter any Lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

12.4 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Property, including each Lot and buildings thereon to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with this Declaration and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense.

12.5 The Association also may enter a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator as a Specific Assessment.

ARTICLE 13 – USE OF DRIVE AISLES AND PARKING

13.1 Drive Aisles. Each Owner, including its Lessees, occupants and guests, shall have a mutual reciprocal easement to drive over all drive aisles and walk over all sidewalks located within any Lot, in order to obtain access to another Lot. No vehicles

may block any drive aisles in a manner that will prevent access to another Lot; provided, that delivery trucks may temporarily block drive aisles as may be necessary for deliveries and pickups to loading bays located in any building. In such event, the Lot Owner of the Lot on which such delivery truck is to be parked shall notify the Owner of the blocked Lot at least one (1) day in advance. For purposes of this Declaration, the term "Drive Aisles" shall mean all portions of the Property over which vehicles may drive.

13.2 Parking. Each Lot Owner and all of their Lessees, guests and invitees shall have mutual reciprocal nonexclusive easements to park motor vehicles in designated parking spaces throughout the Woodinville Village development.

13.3 Events and Celebrations. Some or all of the drive aisles and parking spaces may be closed or blocked for major public events at Woodinville Village.

ARTICLE 14 – DECLARANT'S RIGHTS

Any or all rights and obligations of Declarant may be transferred to other Persons, but the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration, and shall not be effective unless signed by Declarant and duly recorded in the public records of King County, Washington.

So long as Declarant owns any of the Property, Declarant hereby reserves a nonexclusive perpetual easement for the benefit of Declarant and its designees to maintain and carry on upon the Property such facilities and activities as Declarant considers reasonably required, convenient or incidental to the construction or sale of Lots, including but not limited to business offices, signs, sales offices and the right to use Lots owned by Declarant or its designees as models and sales offices.

Declarant, in its sole discretion, may construct a building which is located on more than one Lot. Although Declarant may elect to do so, all such Lots shall be included in allocating common expenses between Lots.

ARTICLE 15 – DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

15.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. In order to encourage the Association, Declarant, all Persons subject to this Declaration (collectively, "Bound Parties") agree to amicably resolve disputes involving the Property, and to avoid the emotional and financial costs of litigation. Each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including without limitation claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Association rules or the Articles (collectively "Claim"), except for those Claims authorized in Section 15.2, shall be resolved using the

procedures set forth in Section 15.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

15.2 Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the provisions of Section 15.3: (a) any suit by the Association against any Bound Party to enforce the provisions of Article 9; (b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 10, Article 11 and the Use Guidelines and Restrictions and rules of the Association; (c) any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of Washington in the absence of a claim based on the Declaration, Articles or rules of the Association; (d) any suit by the Association in which similar or identical Claims are asserted against more than one Bound Party; and (e) any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 15.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 15.3 shall require the approval of the Association.

15.3 Mandatory Procedures For All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

15.3.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provisions of this Declaration, the Articles or rules or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

15.3.2 Mediation. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of the King County Dispute Resolution Center, any

King County dispute resolution center, or such other independent agency providing similar services upon which the parties may mutually agree. If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim, provided, nothing herein shall release or discharge Respondent from any liability to Persons not a party to the foregoing proceedings. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation").

15.3.3 Final and Binding Arbitration. If the Parties do not resolve the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration of the American Arbitration Association, or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a party to the foregoing proceedings. This Section 15.3.4 is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims, and is specifically enforceable under the applicable arbitration laws of the state of Washington. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the state of Washington.

15.4 Allocation of Costs of Resolving Claims. Each Party shall bear its own costs incurred prior to and during the proceedings described in Sections 15.3.1, 15.3.2 and 15.3.3, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) and arbitrator.

15.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 15.5 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 15.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including without limitation attorney's fees and court costs.

ARTICLE 16 – GENERAL PROVISIONS

16.1 Term. This Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association and the Owners, their respective representatives, heirs, successors and assigns, perpetually, to the extent allowed by law.

16.2 Amendment.

16.2.1 By Declarant. Declarant may unilaterally amend this Declaration if such amendment is necessary to: (a) bring any provision into compliance with any applicable government statute or regulation or judicial determination; (b) enable any reputable title insurance company to issue title insurance coverage on the Lots; or (c) otherwise satisfy the requirements of any government agency or governmental regulations. So long as Declarant owns any part of the Property, it may unilaterally amend this Declaration for any other purpose, provided that any amendment that has a material adverse affect on any substantive right of any Owner shall require the written approval of the affected Owner.

16.2.2 By Owners. This Declaration may also be amended by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Class A votes held by Members other than Declarant, and, so long as Declarant owns any Property, with written consent of Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments must be recorded in the public records of King County, Washington.

If an Owner consents to any amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without written consent of Declarant.

16.3 Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provisions or applications.

16.4 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least sixty-seven percent (67%) of the total Association vote. This Section shall not apply, however, to actions brought by the Association to: (a) enforce this Declaration (including without limitation the

EXHIBIT D
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the foreclosure of liens); (b) impose and collect Assessments under Article 9; and (c) counterclaims by the Association in proceedings instituted against it.

16.5 Compliance. Every Owner and Lessee shall comply with this Declaration, the Bylaws and the rules of the Association and be subject to all remedies provided to the Association in this Declaration or the Bylaws. In addition, failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law, or in equity, by the Association or by any aggrieved Owners.

16.6 Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to their Lot shall give the Board at least seven (7) days prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board, including Assessment obligations, notwithstanding the transfer of title to the Lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 5th day of December, 2005.

DECLARANT:

WATERMAN PROPERTIES L.P.,
a Washington limited partnership

By: Richard P. Waterman
(Richard P. Waterman)
Its: Managing Partner

CYNTHIA FREIMUTH GST TRUST

By: _____

Its: _____

Unofficial Copy

EXHIBIT D
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Richard P. Waterman is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Waterman Properties L.P., a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5, 2005.

JENNIFER J. TRUSLER
COMMISSION EXPIRES
NOTARY
PUBLIC
06-22-09
STATE OF WASHINGTON

Jennifer J Trusler
[Print Name] Jennifer J Trusler
NOTARY PUBLIC for the State of Washington
Residing at Kirkland
My appointment expires 06-22-09

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Cynthia Freimuth GST Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2005.

(SEAL/STAMP)

[Print Name] _____
NOTARY PUBLIC for the State of Washington
Residing at _____
My appointment expires _____

EXHIBIT D
PAGE 32 OF 35

the foreclosure of liens); (b) impose and collect Assessments under Article 9; and (c) counterclaims by the Association in proceedings instituted against it.

16.5 Compliance. Every Owner and Lessee shall comply with this Declaration, the Bylaws and the rules of the Association and be subject to all remedies provided to the Association in this Declaration or the Bylaws. In addition, failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law, or in equity, by the Association or by any aggrieved Owners.

16.6 Notice of Sale or Transfer of Title. Any Owner selling or otherwise transferring title to their Lot shall give the Board at least seven (7) days prior written notice of the name and address of the transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Each transferee of a Lot shall, within seven (7) days of taking title to a Lot, confirm that the information previously provided by the transferor is complete and accurate. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board, including Assessment obligations, notwithstanding the transfer of title to the Lot.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 5th day of December, 2005.

DECLARANT:

WATERMAN PROPERTIES L.P.,
a Washington limited partnership

By: Richard P. Waterman
(Richard P. Waterman)
Its: Managing Partner

CYNTHIA FREIMUTH GST TRUST

By: C. Freimuth
CYNTHIA FREIMUTH
Its: Trustee

Original

EXHIBIT D
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Waterman Properties L.P., a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2005.

(SEAL/STAMP)

[Print Name] _____
NOTARY PUBLIC for the State of Washington
Residing at _____
My appointment expires _____

STATE OF ~~WASHINGTON~~ Arizona)
) ss.
COUNTY OF ~~KING~~ Maricopa)

I certify that I know or have satisfactory evidence that Cynthia Freimuth GST Trust is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Trustee of Cynthia Freimuth GST Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 5th, 2005.

(SEAL/STAMP)

JUSTIN J. THRASHER
NOTARY PUBLIC -- ARIZONA
MARICOPA COUNTY
My Commission Expires
March 11, 2008

[Print Name] Justin Thrasher
NOTARY PUBLIC for the State ~~of Washington~~ Arizona
Residing at Maricopa
My appointment expires March 11, 2008

EXHIBIT D
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EXHIBIT A of Binding Site Plan
Legal Description of Property

PARCEL A:
TRACT 35, EXCEPT THE WEST 188.76 FEET THEREOF; ALL OF TRACT 36 AND THE SOUTHEASTERLY 90 FEET IN WIDTH OF TRACT 37, ALL OF THE PLAT OF "HOLLYWOOD ACRES", AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGES 23 AND 24, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B:
LOTS A, B AND C OF CITY OF WOODINVILLE SHORT PLAT NO. SPA96-016, ACCORDING TO SHORT PLAT RECORDED UNDER RECORDING NO. 9507159012, IN KING COUNTY, WASHINGTON, SAID SHORT PLAT BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;
EACH TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X OF SAID CITY OF WOODINVILLE SHORT PLAT NO. SPA96-016.

Unofficial Document

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EXHIBIT B Copy of Site Plan
Under Separate Cover

Unofficial Document

WOODINVILLE VILLAGE

WOODINVILLE WASHINGTON

MASTER PLAN & DESIGN STANDARDS

2005

EXHIBIT E
PAGE 1 OF 28

6.6.2005

MJR
DEVELOPMENT

TISCARENO
ASSOCIATES

PRELIMINARY DRAFT

EXHIBIT E
PAGE 2 OF 28

I WOODINVILLE VILLAGE VISION STATEMENT

Located within the City limits of Woodinville, WA, and immediately east of the Sammamish River, the Woodinville Village project seeks to create a dynamic new urban neighborhood which will help define future development in the Tourist Business district.

The following is a brief statement of our vision for Woodinville Village as well as a description of its various components. Like the legs of a stool, each component is necessary to make the entire vision stand. Originally, the design team began by looking at how these components can best be placed on our property and prepared images that give a better idea of what these components can look like and, more importantly, how they are interrelated.

Desirable spaces, developments, and good architecture are all about the people that will use them and connecting them to the values they behold. All buildings, public spaces, or streetscapes must create an atmosphere that draw people, suit the environment, and blend with the community. The workspaces, shopping and living spaces must create an exceptional, dynamic environment. Our vision is to create a highly desirable destination that will be an asset to Woodinville. Our intent is that it is planned and designed with an eye toward the people's needs, whether it be work, social or commercial.

The proposed village centers on the vibrant wine industry of our region. With Washington wines winning prizes nationally and internationally, our industry is shaping up as significant, not only to the state but nationally. The Woodinville Village centers on the beauty, variety, and notoriety of the Washington wine industry, while bringing housing, retail, and commercial uses to the site.

You have probably seen mixed-use developments in the Seattle area as well as in places like Napa Valley and Whistler Village, Canada. A mixed-use development blends retail, tourist related uses, commercial, residential and other uses in a "village concept" to create an environment where residents and visitors can shop, work, recreate and live. A blend of uses create a place that is inviting to tourists and local residents, provides shopping and daytime activities for tourists, and housing and basic necessities to residents during the evening. Located within the boundaries of the Tourist Business District, it will be a regular destination for the community. Further, the intense mix of uses will further the current goals of the Tourist District Master Plan by promoting even more tourism to the area. The environment we envision will make the community more vibrant. It will draw key business to the area including additional wineries, restaurants and general retail that might not otherwise move to Woodinville. This provides tax revenue as well as increasing the "livability" of the City. A mixed use village that is centered on the winery industry would create a southern gateway to Woodinville, serving as an asset to the region and the City.

The Public Space at Woodinville Village

Great public spaces are an important part of making our concept a success. Spaces where people can sit, walk, talk, and relax are a special part of our lives. These spaces can be park areas, town squares or amphitheatres or just be the old public bench set under a trellis of vines that calls to you to sit and linger. The Woodinville village proposes a variety of open public spaces. The design concept incorporates streets plazas, open spaces and pedestrian connections that would draw and encourage people to spend time in the area on foot rather than in their automobile. The spaces would include seating areas, paths, gardens and large open spaces or plazas where people can relax and enjoy their day.

CONCEPTUAL IMAGE OF MAIN PLAZA AND KIOSK TOWER FROM RIVER FRONT GREEN SPACE

PRELIMINARY DRAFT

EXHIBIT E
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The Shops at Woodinville Village

Great retail shops are critical to the success of Woodinville Village. We hope to blend more traditional uses like drug and grocery with galleries, boutiques, and specialty shops set around public spaces that are enjoyable to stroll through. We plan on creating a main village street with shops on both sides that lead to a central plaza. Restaurants with decks and terraces could surround the plaza as well as take advantage of views of the valley and distant focal points, such as Mt. Rainier. Parking would be a combination of on-street stalls, stalls behind buildings, or in structured parking facilities to provide convenient access to stores.

The Wineries at Woodinville Village

The wineries are the heart and soul of our concept. It is expected that 4 or 5 wineries would make Woodinville Village their new home. These new wineries would include production facilities with tasting rooms and will have an authentic character and identity of their own. The wine-village theme will expand throughout the village and will be seen through the details on buildings and streetscape and landscaping. The wineries will certainly be a draw but the interplay between the wineries, retail and residential will truly make this an exciting environment.

The Residences at Woodinville Village

The residences at Woodinville Village will add vitality and strengthen the pedestrian oriented character of the project. The residents would create around the clock vitality on its streets and plazas.

Our concept echoes villages in Europe with a few levels of residential above retail as well as the urban village neighborhoods in the Seattle area. Other tourist destination projects, such as Mammoth Village in California and Whistler Village, in British Columbia have residential over retail to create a unique overall experience to the visitor.

At Woodinville Village, the residences will be located above retail and restaurant spaces. Some residential buildings may be free-standing in the perimeter areas of the site, but integrated into other tourist business uses. Residential buildings will blend in with the look and character of the other uses. This creates variety in building scale which adds interest and desirability as a living destination. The two to four story buildings add an urban element to the Woodinville Village project, compared to the generic character all one-story commercial buildings.

Economically, the residential component is critical to the success of the project. This development offsets the economics of developing other desired uses in the project, such as the wineries, public spaces, etc.

Residents will enjoy the Woodinville Village shopping village, Sammamish River trail access, surrounding open spaces and nearby jobs and services.

The Hotel/Bed & Breakfasts at Woodinville Village

It is our plan to provide space in one or two of the smaller residential buildings for bed and breakfast and or small boutique hotels. A visitor might stay at the bed and breakfast and tour the wineries in the area, enjoy shopping in the village and dining at the many restaurants or bike down the trail to the surrounding area.

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II. Woodinville Village Master Plan and Design Standards-Introduction

The "Master Plan and Design Standards"(MP/DS) will encourage exciting architecture, where buildings will have a timeless quality, to reinforce the idea of a northwest wine village, and also tie in with existing developments nearby, including the Hollywood School House Building. Streets and public spaces will be enhanced with landscaping seating, street trees, building canopies, storefront and signage opportunities, water features and clear access to building entrances.

The Master Plan and Design Standards are an integral part of the overall development approach and will help promote the success of the Tourist Business District goals by:

- Expanding the tourism base and supporting the wine industry in Woodinville
- Creating an urban village theme anchored by wineries, retail and residential uses
- Providing a "Northwest Woodland" architectural character with a touch of contemporary urbanism for the site.
- Integrating with existing Tourist District development and encouraging pedestrian interaction with existing development and open spaces.
- Develop a configuration of streets, sidewalks and buildings whose scale and character are consistent with the vision of the TD.
- Offering sufficient parking convenient to related uses with minimal visual impact
- Providing an adequate return on investment to the property owners.
- Following a market-driven plan that promotes rapid build-out.
- Working with the wonderful natural amenities in the area including the Sammamish River Trail
- Remaining adaptable to changes in market conditions and community values, goals and policies.

III. Application of the Master Plan and Design Standards

The Master Plan and Design Standards have been developed to be consistent with the Tourist District Master Plan and Tourist District Overlay (TDO) Development Standards, WMC 21.38.065. These Standards are part of the Woodinville Village Development Agreement. The Woodinville Village MP/DS will be used in conjunction with the City of Woodinville Commercial Design Principles, (or Residential Design Principles), dated December 4, 2000 during Site Plan Review Process. They will be used to review development proposals associated with the Binding Site Plan application for buildings, parking areas, landscaped areas and open spaces within Woodinville Village. For more information, please review these existing TDO Development Standards and Commercial Design Principals documents at www.ci.woodinville.wa.us.

The purpose of the Tourist Business zone is to encourage tourist related uses, to provide convenient daily retail and personal services for a limited service area. As such the zoning allows a range of uses including retail, office, lodging facilities, wineries breweries and restaurants and multi-family residential. Zoning and permitted uses are outlined in the Tourist District Overlay Development Standards, and permitted uses chart of the Woodinville Municipal code WMC, 21.08.050, as updated to allow M/F Residential.

The Master Plan for Woodinville Village provides both phasing and land use flexibility. Phasing is essential to the economic feasibility of the project, and the proposed master plan facilitates fine tuning to adjust to market shifts in the future by creating several developable parcels whose dimensions are adaptable to the wide variety of potential uses and divisible into smaller blocks for which the property is zoned as Tourist District.

This document of MP/DS for Woodinville Village includes the following elements:

- Woodinville Village Master Plan: this plan (see page 7) shows the general location of Pedestrian Oriented Streets, Pedestrian Facades, village blocks and principal urban spaces.
- Conceptual Plan: An illustration of how full project build-out may occur based on the fulfillment of the MP/DS and expected Market-Driven Build-out of the Project. The location of each land use shown may change depending on market demand.
- Design Standards: The intent of the Design Standards is to create a consistent building and landscape character (or theme) throughout the site. Design Standards in this document reflect client/land-user group criteria necessary for the successful commercial development of each block. Included in this section are architectural, landscape and open space Standards.

IV. Site Design

The Woodinville Village development provides internal Pedestrian-Oriented Streets edged with many uses ranging from housing, retail, restaurants, office wineries, and an inn on an 18.25 acre site. The conceptual master plan illustrates approximately 200,000-250,000 s.f. of mixed-use development and M/F residential development at a density of 12 units per acre.

Neighboring commercial uses vary from 1 story commercial buildings freestanding retail buildings, to the historic two story Hollywood School house. Most neighboring commercial properties are currently underdeveloped relative to allowable zoning and eventually may reflect Woodinville Village's type of uses, architectural character and density. Other uses include the outdoor recreational area north of the site, the Chateau St. Michelle, Red Hook and Willows Lodge to the west and large open space to the south that is currently agricultural use.

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Planning Concepts

1. Village Road: The central internal street is considered a Pedestrian Oriented Street and will feature accent paving, direct pedestrian access to all uses and support commercial space as wells as pedestrian views and access to and from the Sammamish River trail. Buildings with Pedestrian Oriented Facades will reinforce the street edge and direct residents and occupants toward desirable views.

2. Active Retail Sidewalks: (see page 9-13) The Village Road is designed to be an exciting retail and winery street. Adding multiple sidewalk elements improves pedestrian character and creates a better retail environment. As such the sidewalk width and dimension are encouraged to vary and include interesting urban features that stimulate pedestrian flow and retail activity. Minor modifications to typical Pedestrian Oriented Street dimensions are illustrated in the Standards.

    a. The retail sidewalk width should be encouraged to vary and include interesting storefront bay windows, landscape planters, interesting building focal points or projects, kiosks and sidewalk café areas.
    b. The sidewalks in Pedestrian Oriented Streets are recommended to be a minimum of 13' in width face of building to curb and blend with curb lane zones to potential expand retail activity.
    c. Streets will include architectural integrated features such as tree planters, light poles, sidewalk bulbs for crossing areas. Parallel or angled parking in a curb lane a may be provided along all streets to support the retail uses and other commercial streets which they front.

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3. Main Plaza: As the "heart of the project" (see page) a central plaza will be located in the center of the site and oriented to take advantage of views of the river and Sammamish Valley. This street will include elements such as special paving textures and colors, pedestrian seating areas, landscape features, retail kiosks and other architectural amenities. Buildings will define the edges of the main plaza and reinforce retail activity facing this significant Open Space.

4. The Wine Court: This court space, or garden, should have a unique landscape and wine-oriented design features and edge by a cluster of wineries. The Wine court is considered a Pedestrian Oriented Space.

5. Trail links: Sammamish River Trail users will be encouraged to access this new development via the plaza and street linkages.

6. Site Portals: Unique buildings, or landscape features, should define the main site entry points for the Village Road at NE 145th Street and SR 202 and complement the new roundabouts.

7. Mixed Use Site Zoning: Buildings within the development are regulated to the Tourist District zoning limits. The project proposes a denser residential retail village core at the center of the site, and lower density retail, restaurant and winery attractions to the north and retail with upper-level office use area along the east side of the project adjacent to Highway 202. The project will anticipate a mix of uses that are vertically integrated and horizontally mixed across the block.

8. Village Scale: Incorporate a network of roads, plazas, pedestrian paths while avoiding large building footprints to create a village pattern. Buildings should be modulated to reduce scale. Buildings should be oriented to create sided streets and plazas; however one-side streets should incorporate similar urban details.

9. Convenient, Unobtrusive Parking: Locate facilities that are convenient to related uses and have minimal visual impact through a combination of landscaped surfaces parking lots and parking structures.

10. Site Integration: Integrate Woodinville Village with existing Tourist Oriented Uses by planning future road connections, pedestrian links and locating building uses that are compatible to adjacent properties. The project should address nearby protected open spaces with features that help transition to the built environment.

11. Upper level courtyards: Private (second) level landscaped courtyard areas shall be integrated into the residential, office or inn buildings, will be guided by flexible design guidelines to allow the design of these open space to integrate with final building designs.

12. **SR 202 & NE 145th Street Portals: As Pedestrian Oriented Streets edging Woodinville Village, the landscape and architectural character should be designed to incorporate elements which support the wine village theme. These include meandering paths, distinct landscape planting, and unique design features, plaza areas where buildings front this street, and design features that create a pleasant buffer where parking areas front these roads.**

13. **North Pedestrian Link: A pedestrian path should link NE 145th/SR 202 to Village road to provide a connection to the middle of the project.**

Woodinville Village Master Plan

Village Blocks, Pedestrian Oriented Street & Facades, and Plazas

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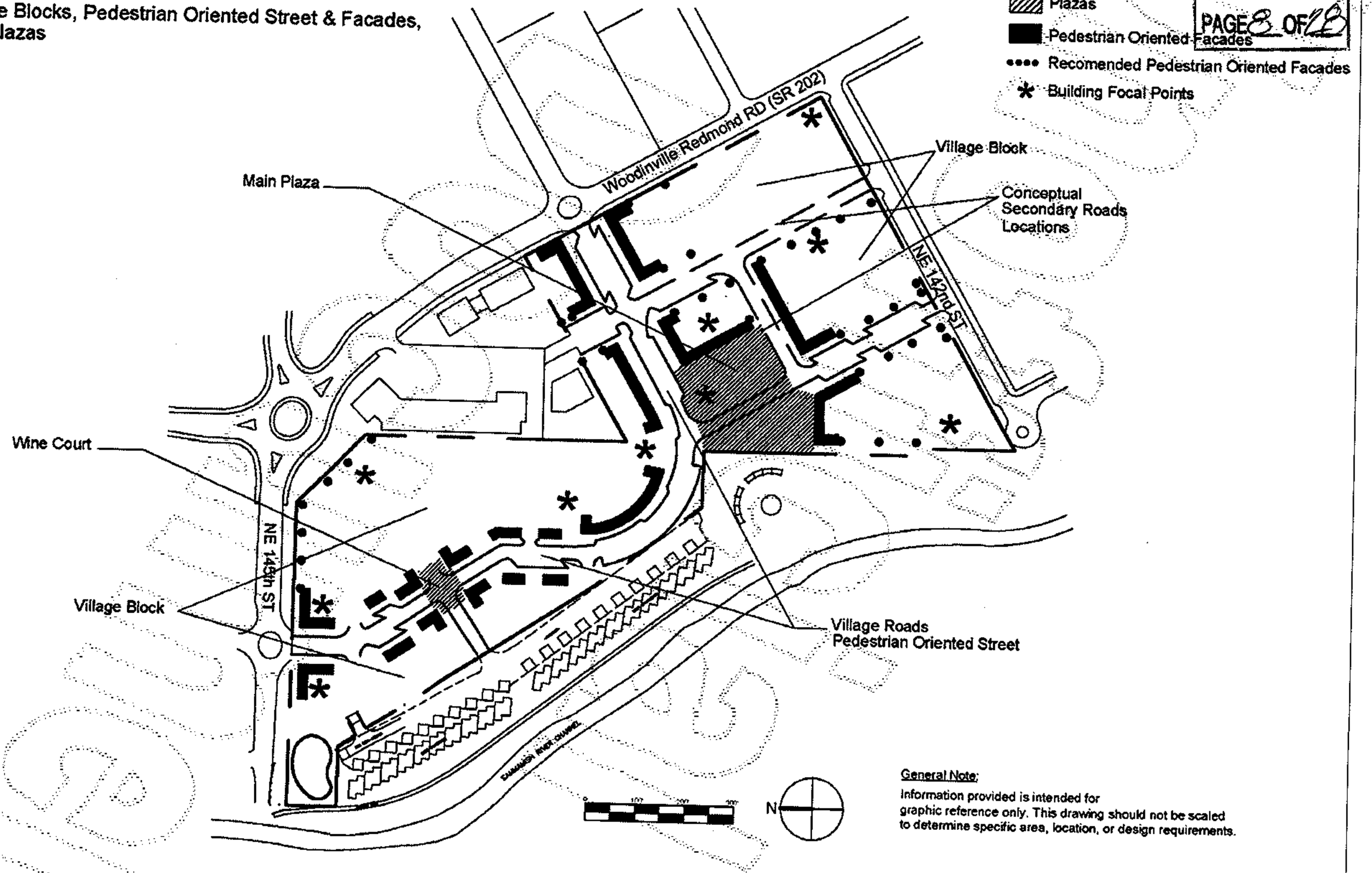

General Note:
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Woodinville Village
Conceptual Plan

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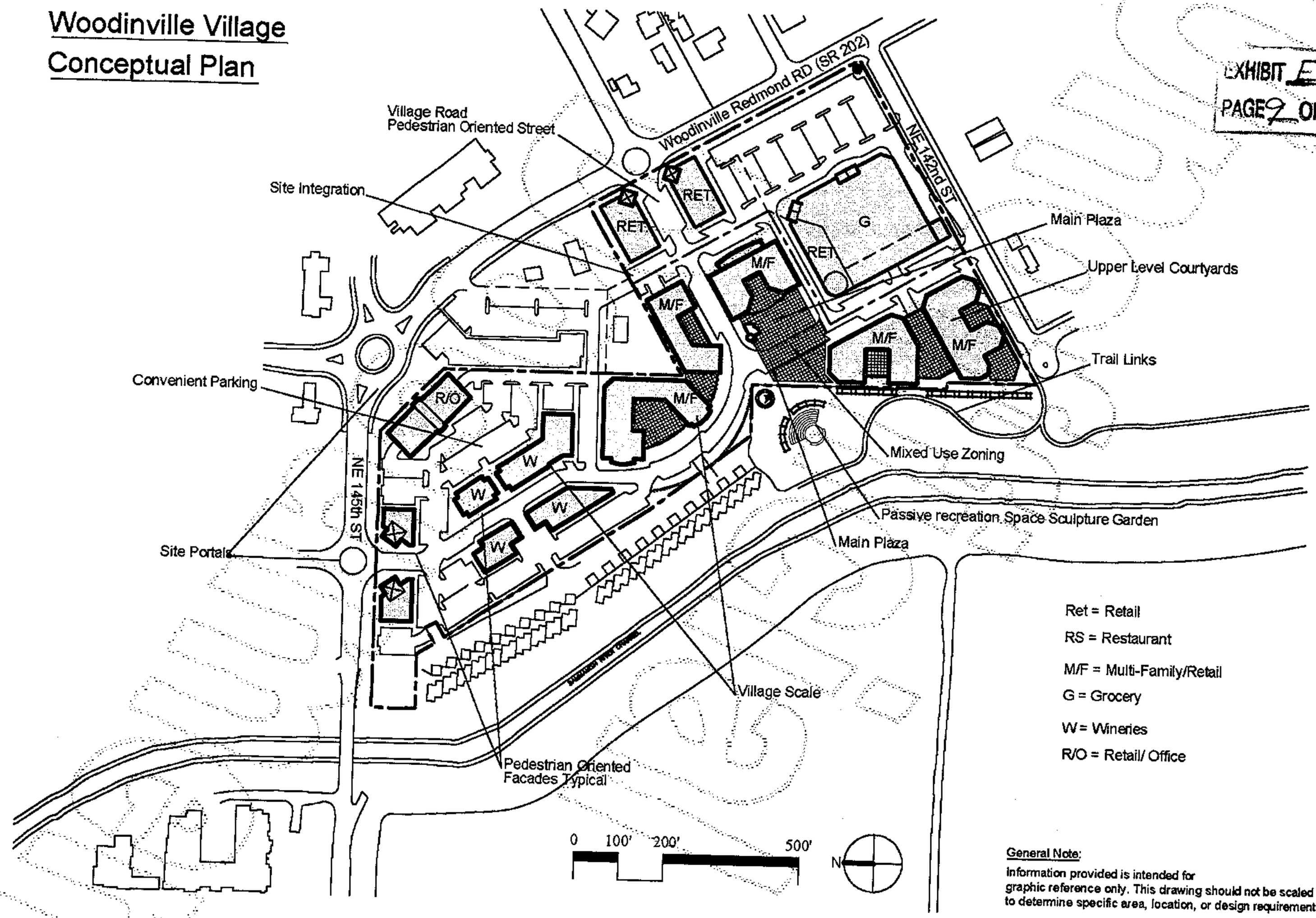

General Note:
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A: TYPICAL SECTION WITH PARALLEL PARKING ACTIVE RETAIL STREET STANDARDS

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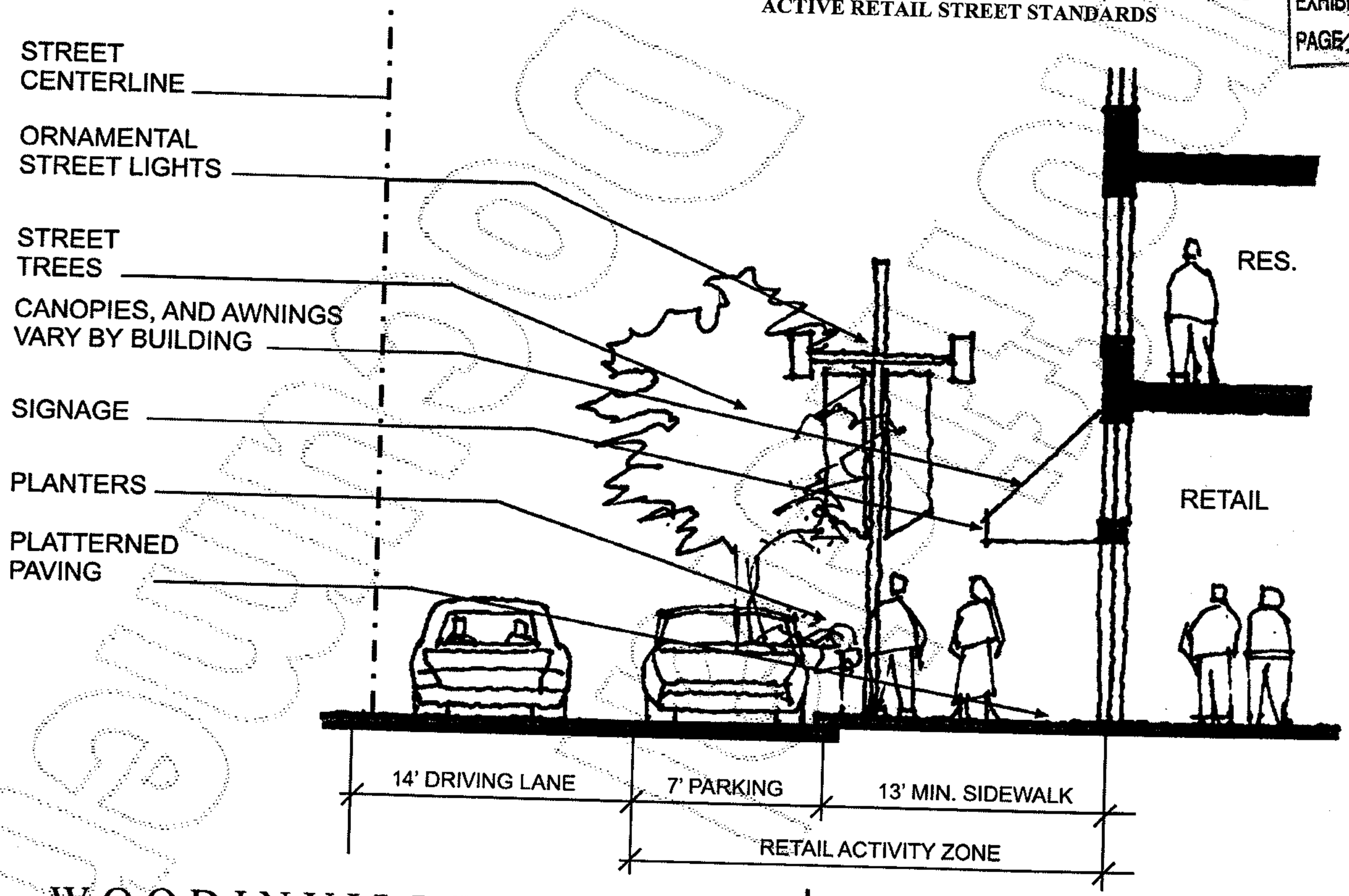

SAMPLE

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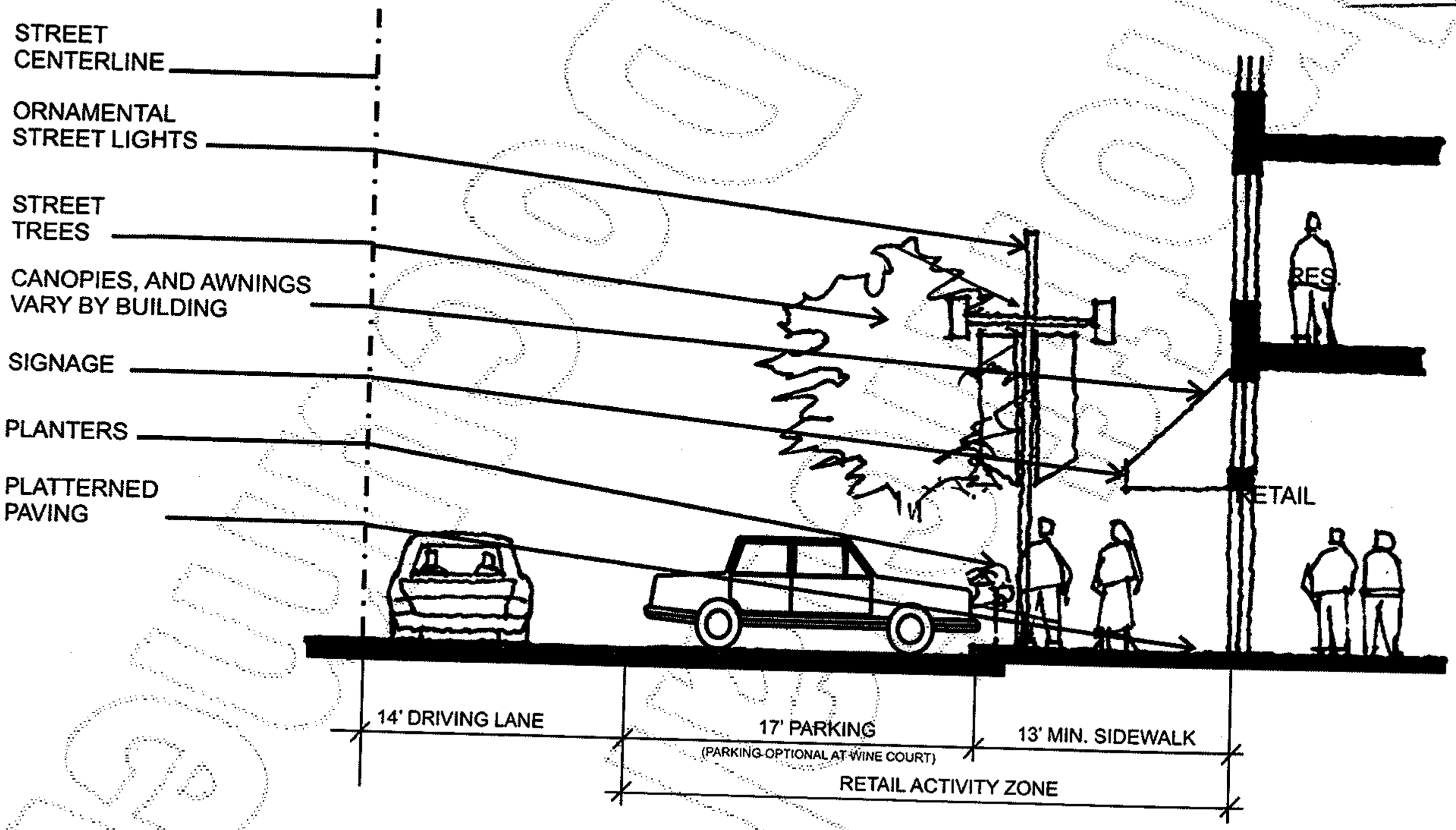
B: TYPICAL SECTION WITH ANGLE PARKING ACTIVE RETAIL STREET STANDARD



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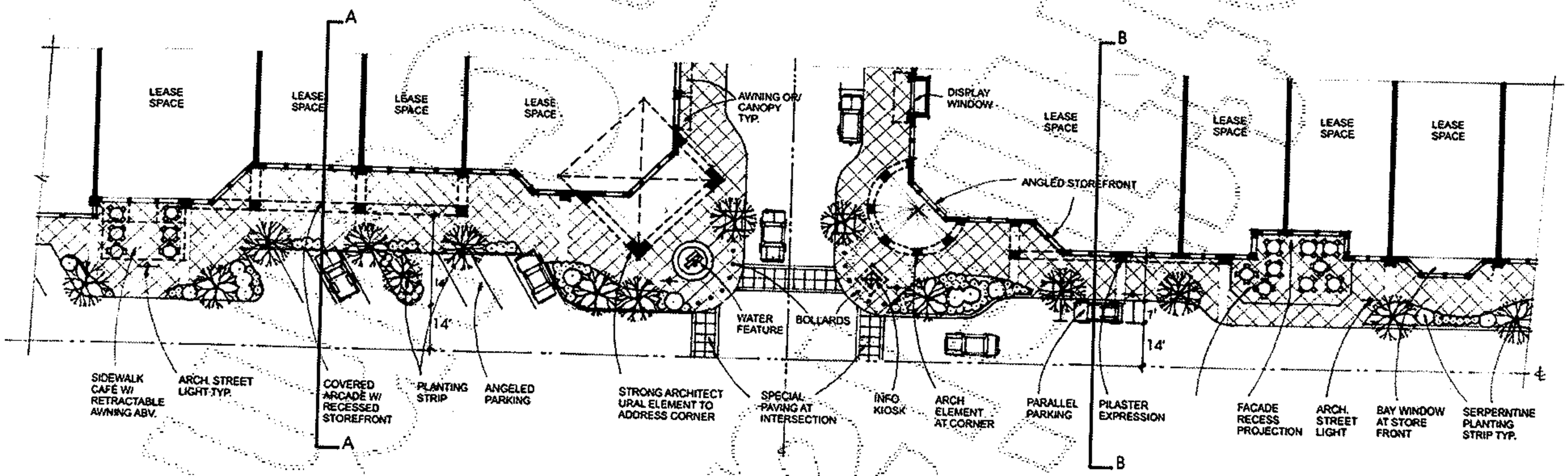
ACTIVE RETAIL STREET STANDARDS - TYPICAL



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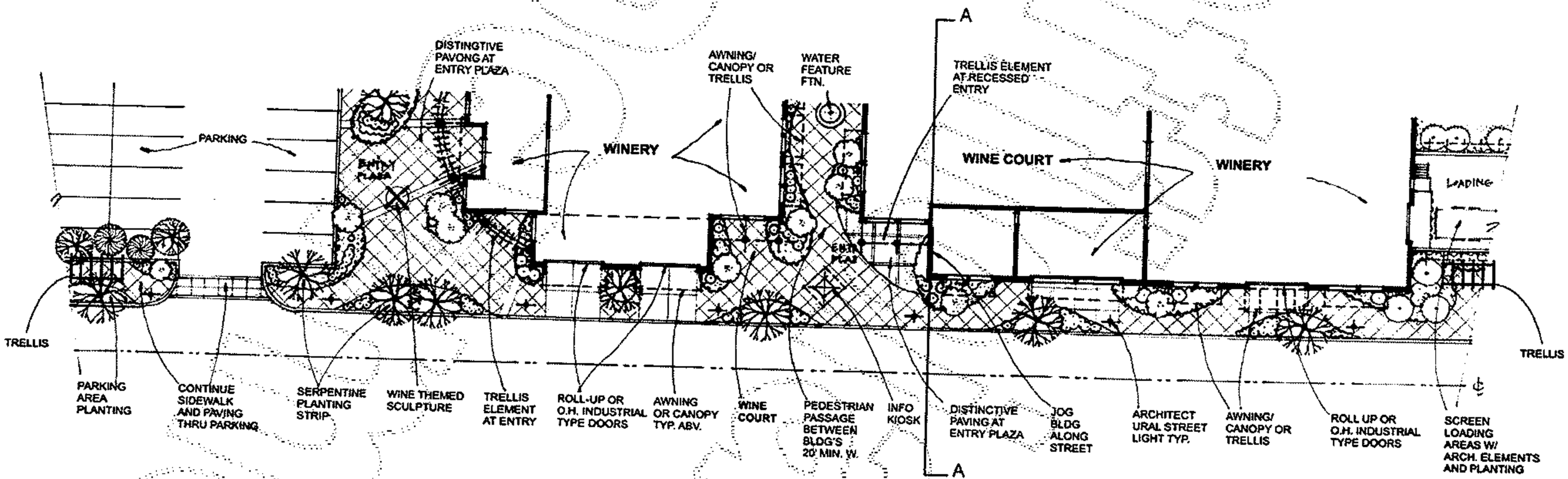
ACTIVE RETAIL STREET STANDARDS – AT WINERIES



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Architectural Intent

Woodinville Village is part of the Tourist District and therefore needs to create a strong sense of place and experience for the visitor. The intent of the Design Standards at Woodinville Village is to create a mixed use development with a cohesive theme, and complementary building designs within the project. Our goal is to create an architectural image for the citizens of Woodinville and visitors alike that incorporates contemporary style, Northwest Woodland Character and interlaced with historical references to create a unique Village Setting.

All building design would conform to building codes and the requirements of the Commercial Design Principles; however the overall theme of Woodinville would be strong criteria in evaluating proposals.

Buildings in the project will have different uses and varying scale, so each should appear unique and give the affect of an authentic village built over a long period. As such varying interpretations of architecture that conform to Woodinville Villages' theme intent are possible. The character may include relatively contemporary forms and massing, while also integrating more historical references in architectural detailing and finishes.

The images that follow show an example of how design elements, local design references and details can influence new buildings at Woodinville Village. As you can see some buildings are modern interpretations of historical buildings, other buildings appear to be outward expressions of northwest contemporary design, however they blend into an urban setting. Other image references appear to be located on the main street of a village.

The goal is to repeat general proportions, orientation, and a fundamental relationship to streets and plaza while mixing architectural components, design elements and detailing to create a unique blend of buildings.

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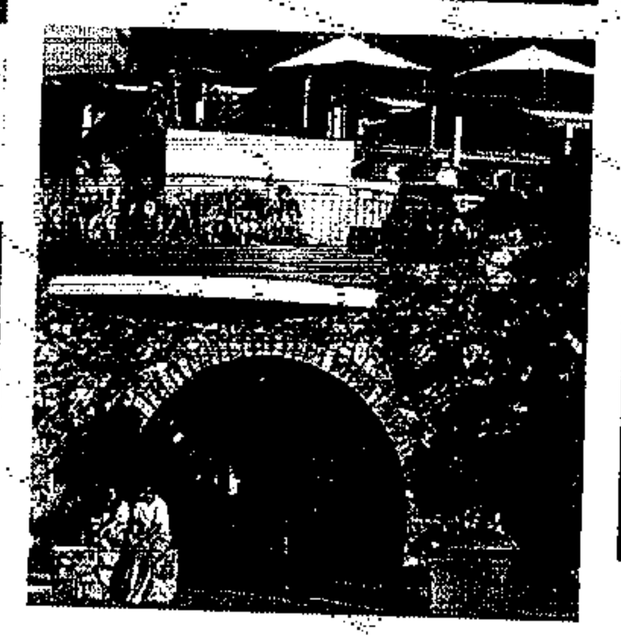

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Architectural Standards

A) Basic building elements should define the street and plaza edges and major "portals" to the site according to illustrations in these standards.

B) Canopies and Awnings provide approximately 75% covering for pedestrians along storefronts. Arcades at second floors of buildings are also encouraged to overhang sidewalks and create loggias.

C) Focal points, including tower elements and entryway features, enhance street intersections and plaza areas and create distinctive spatial characteristics.

D) Building base, body and cornice line treatments should be developed to promote human building scale and to create compatibility, but not necessarily direct consistency, in design character from building to building.

E) Multi-level buildings are encouraged, however building height shall be limited to **49', to the top of the wall, and sloped roofs can extend beyond the basic height limit** (See page 18).

F) Building finishes and materials should be chosen to enhance the architectural and mixed-use character of building facades and to blend with the larger Tourist District.

G) Wall materials may include brick or stone masonry, wood shingles or board and batten siding, metal panels, pre-cast and cast-in-place concrete, stucco, CMU, plaster and glass. Other suitable materials and elements (railings, brackets, outriggers, accent trim, soffits, gutter and stairs) may be used to create distinctive character and detail features.

H) Roof profiles and treatments should vary between buildings and include a mix of flat & sloped elements. Roofing materials may include metal, concrete tile, compositions shingles, or flat roofing, and should include varying color where appropriate to identify different buildings or roof elements. Changing the height of parapets at flat roofs to emphasize building form is encouraged.

I) Service areas shall be screened with landscaping or enclosed. Rooftop screening, or raised parapet, should be included with the intent to screen mechanical equipment, from the adjacent street.

J) The spacing of columns or pilasters at Pedestrian Oriented Facades should range from 15 to 32 feet and be an integral part of the building composition.

K) Modulations along street facades enhance building elevations and create a variety of pedestrian experiences. The building modulations, which may include building recesses, projections and steps, should be used to break up long building elevations. Locate building entries and focal points to modulate facades. As a general rule a variation to the building façade should occur **per City of Woodinville, Commercial Design Principles, Chapter 3.0 Architectural Scale, Paragraphs 3.2**.

L) A majority of the building facade that faces a Pedestrian Oriented Street should include transparent glazing between 2' and 8' above adjacent grade at retail, restaurant and office spaces.

M) Use individual storefront design to create visual excitement and create tenant identity.

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N) Upper (second) level landscaped courtyards should include elements such as special paving, landscape features (i.e. planters, trellis, spa, bbq, etc.), stoops/porches and other architectural features to create active, public & private open spaces for residential tenants.

O) Residential Units shall not be located at grade level, where this is not practical Work/Live units with pedestrian oriented facades are acceptable. Where residential units face other pedestrian areas, like the Sammamish River and not a street, ground floor **live/work units, Bed and Breakfast establishments, or an Inn are acceptable** (see page 19).

P) Architecture here expresses the basic building design elements defined in the Commercial Design Principles or Residential Design Principles.

Q) Architectural elements special to the Wine Village concept should be incorporated into project designs, such as an arbor trellis, vineyard, unique signage, building ornaments, & other artful features.

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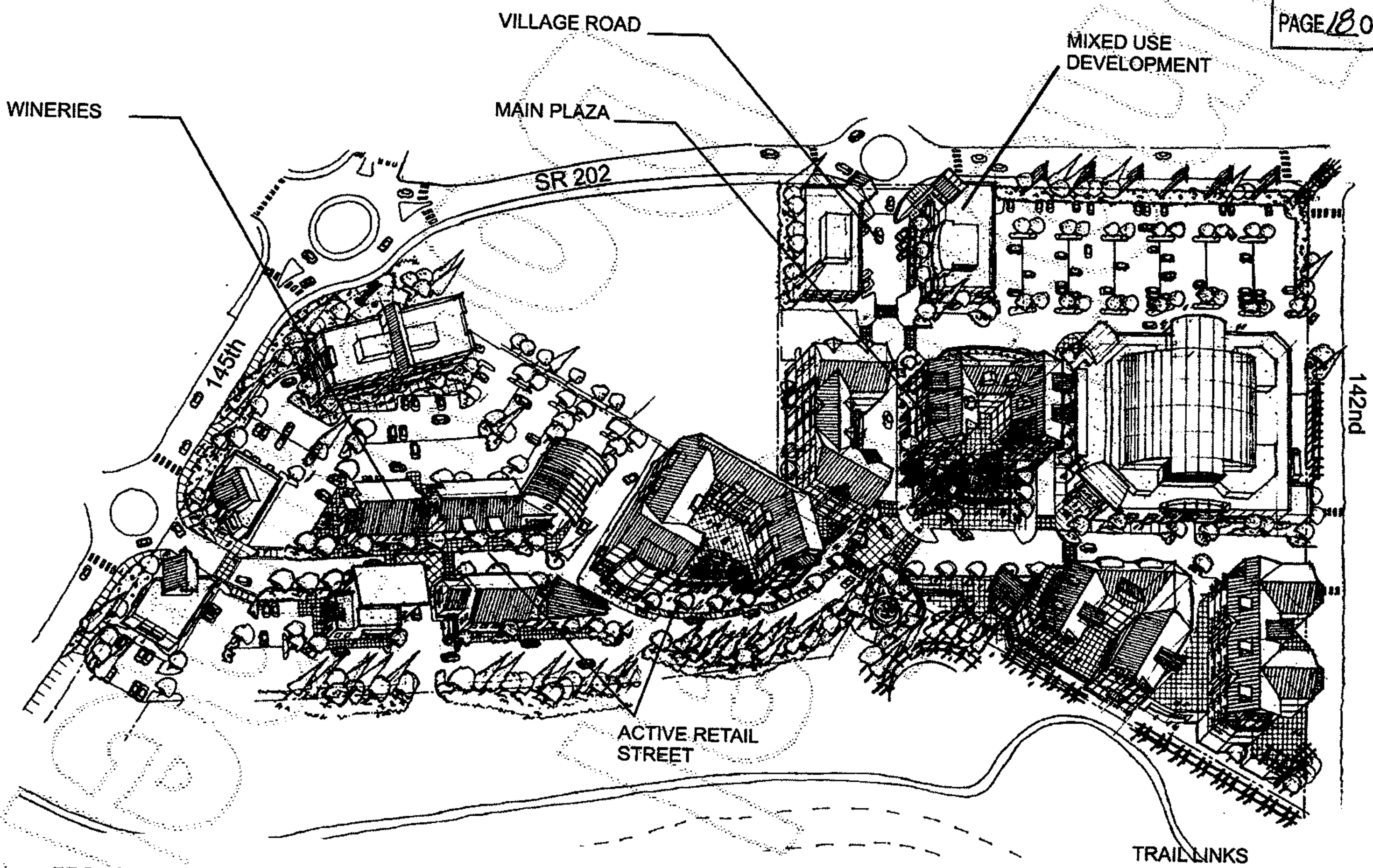
CONCEPTUAL RENDERING



WOODINVILLE VILLAGE

WOODINVILLE WASHINGTON

MASTER PLAN & DESIGN STANDARDS

2005

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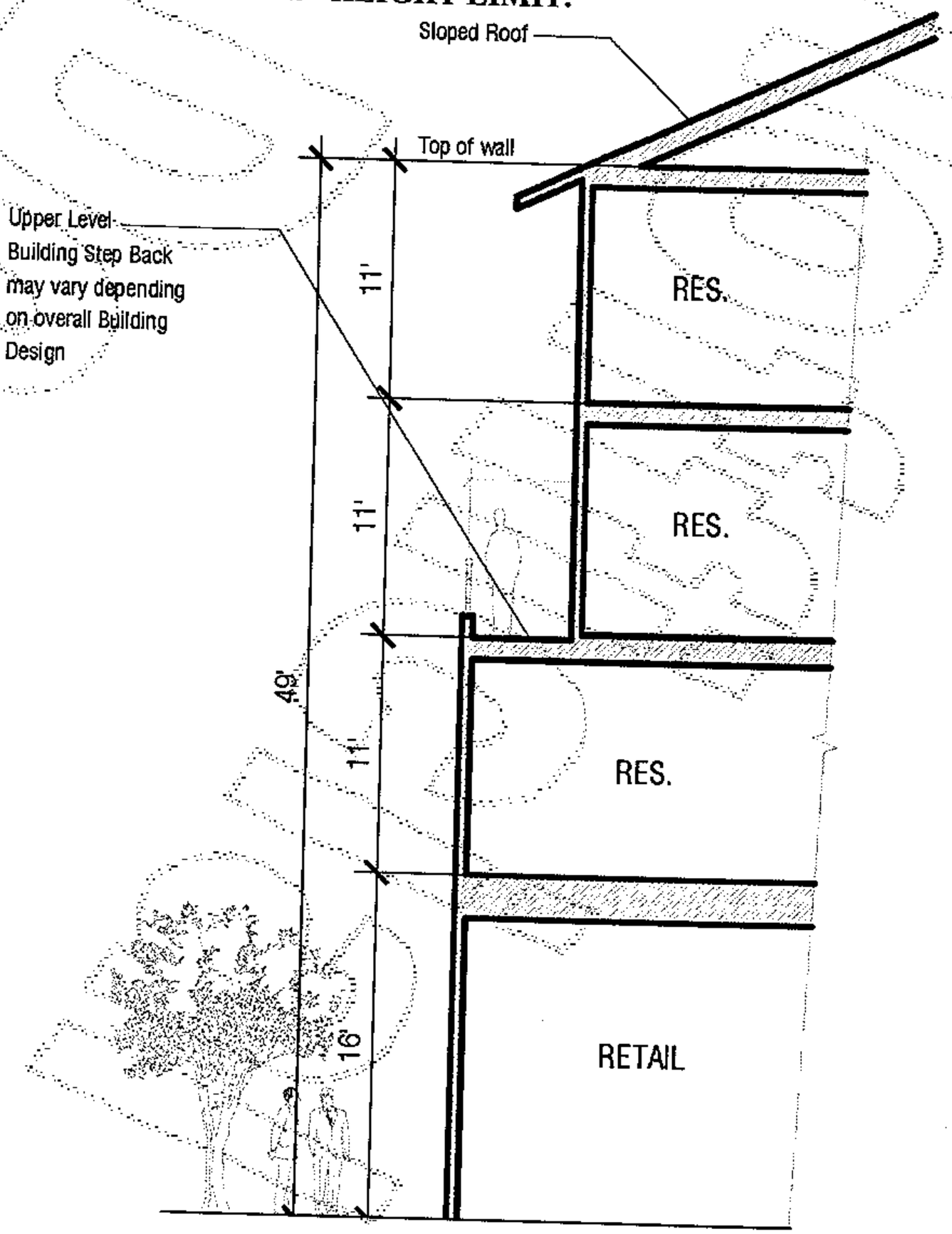
WOODINVILLE VILLAGE - MIXED USE BUILDING WITH UPPER LEVEL RESIDENTIAL USE AND SLOPED ROOF – 49' HEIGHT LIMIT.



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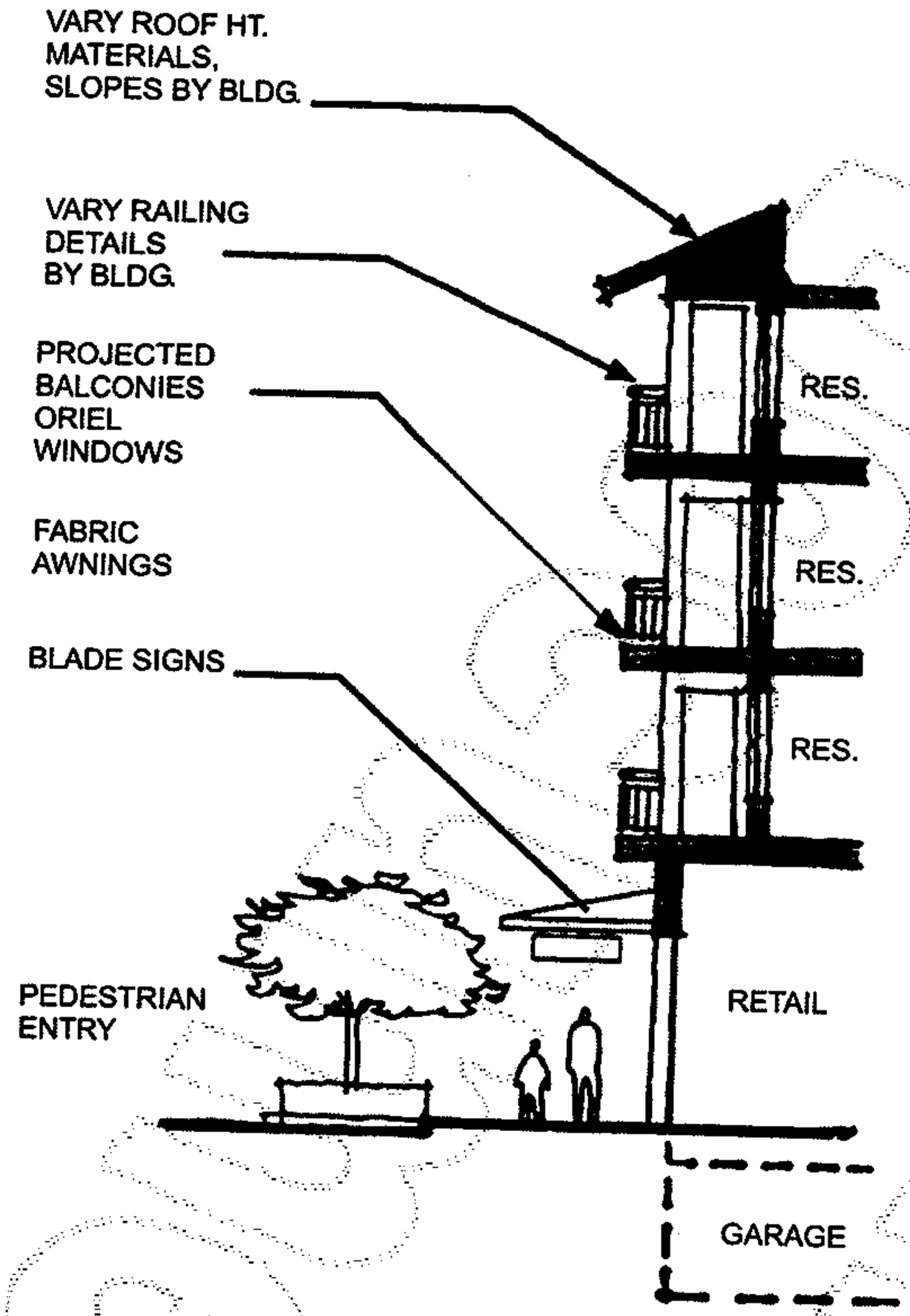
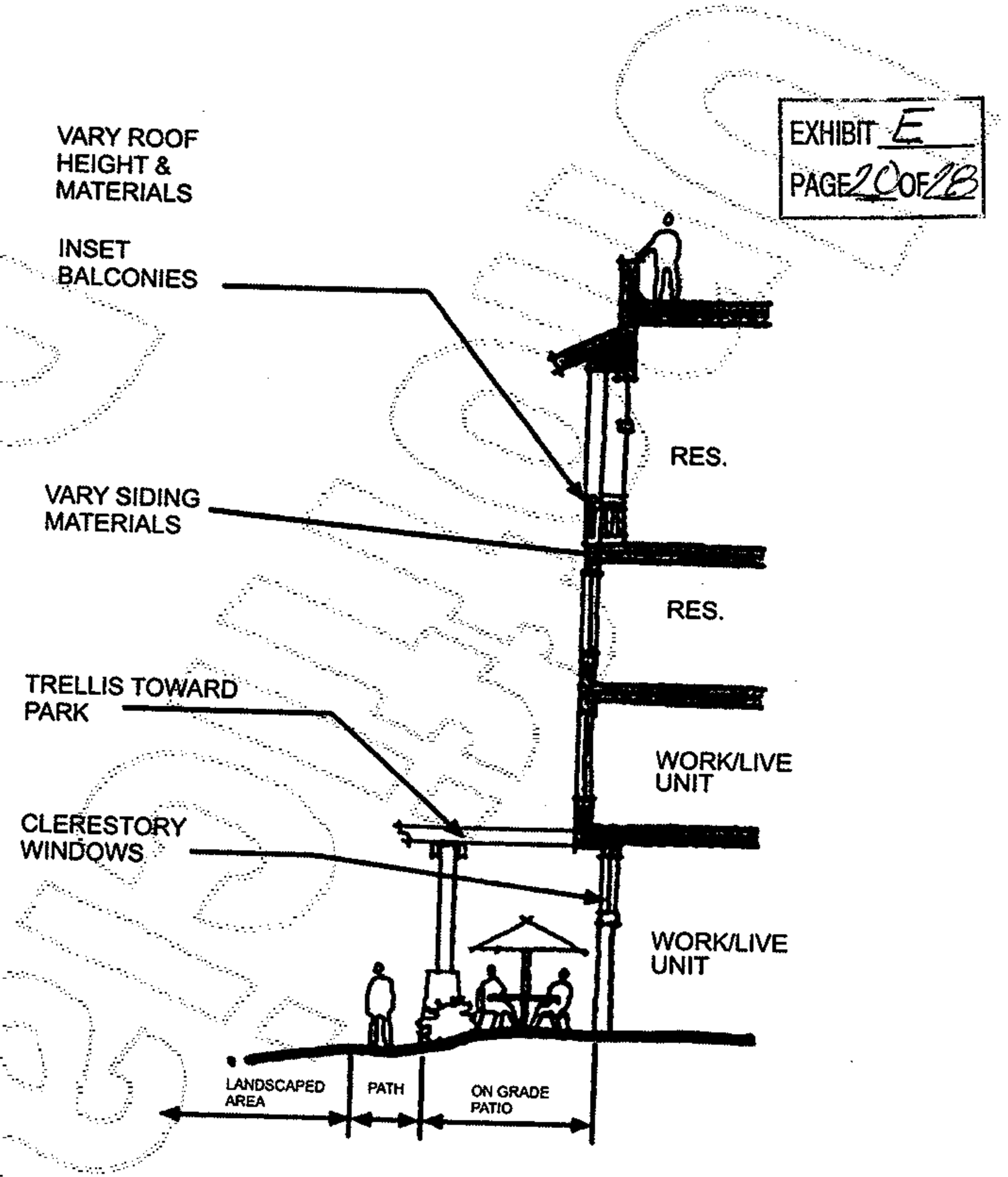


TYPICAL RETAIL/RESIDENTIAL MIXED USE BUILDING



TYPICAL M/F RESIDENTIAL UNIT WORK/LIVE UNIT AT GRADE

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Open Space Standards

Open spaces at Woodinville Village are an integral part of the overall master plan. There are a variety of open spaces planned at Woodinville Village which include pedestrian oriented landscaped streets, plazas and upper-level courtyards. Some spaces such as the village road and plaza areas are intended to be active. Other areas of the site, such as the riverfront green space will be planned to be passive recreation spaces when improved. The overall goal is that by including a variety of open spaces they contribute to the many experiences possible at Woodinville Village.

The Woodinville Village Open Space Master Plan provides a framework for key open space elements at Woodinville Village. As Woodinville Village develops in phases, appropriate design proposals for open space should be consistent with the Open Space Master Plan.

The Design Standards for open spaces are defined in the Landscape Standards below, as well as the City of Woodinville Commercial and Residential Design Principals documents. Open space standards are summarized below.

Village Road:
An active pedestrian oriented space that will be designed with traditional street landscape and active "lifestyle" design elements. It includes street trees, decorative planters and varied materials that frame the spaces and define pedestrian and vehicle areas. Design Standards for this open space are further defined in the Active Retail Street Standards section of this document and in the Landscape Standards.

Main Plaza and Wine Court:
An active pedestrian oriented space with design elements, many of which are shown on the conceptual rendering. Design Standards for this open space are further defined in the Active Retail Street Standards section of this document and in the Landscape Standards.

Upper Level Courts:
These open spaces provide important opportunities for active and passive recreational features. These spaces are related to residential or other commercial development, as such, the Landscape Design Standards and Residential Design Principles may apply for these spaces.

Tourist District Overlay Gateway Open Space
Designed improvements to SR 202 and NE 145th St, including the use of roundabouts, right-of-way landscape buffers and perimeter landscaping, will function as gateways to the Woodinville Village. This designed landscape space will take cues from the Woodinville Village and will help to create a thematic atmosphere that people will associate with the village. The intent of creating a gateway along the new roundabout and nearby arterial is to give people the sense that they are "passing through the Tourist District versus passing by it." The landscape and pedestrian links in these spaces will begin to define unique spaces. The Tourist District Overlay open space will be coordinated between the city and owner.

River Front Green Space (Future Off-site Improvement)
When available for improvement, the existing apartment complex, pea patch and King County site at the west end of the village and next to the Sammamish River Trail, should be retained and enhanced by:

- Encouraging passive recreation areas and activities and discouraging active recreation
- Providing transitional connections to the mixed-use Village, Sammamish River trail system and other open space areas.
- When improved this environment will be looked at as a passive recreational area where design elements such as arbor trellis work or sculpture gardens can complement the wine village theme.

- The abrupt boundary line between the main plaza and the pea patch site will be looked at as an opportunity to create designed transitional spaces from active recreational to passive recreational.

Active Recreation Features

1. Village Pedestrian Loop
The Village Pedestrian Loop is an active recreational design feature. As shown on the Open Space Master Plan, the "Loop" should encourage pedestrian use and link the proposed development to the trail and bicycle systems in the surrounding area. This will be made possible by connections made to existing links, closing gaps and treating crossings of barriers (such as Village Dr) with special design treatment, such as minimizing barriers, consistent materials, widths and locations, and providing safe, easy and clearly identifiable access to and along the mixed-use Village and Sammamish River Trail

Safe, convenient and attractive connections to the Sammamish River Trail should be provided for the visitors and residents of the Woodinville Village.

The sidewalk system shall be emphasized with landscape treatments to provide readily perceived pedestrian pathways through and around the Woodinville Village design area.

2. Children's Play Area
Open spaces designated for children's use will be incorporated into the design of the Woodinville Village in the form of climbing walls, child friendly sculptures, or fountains that will provide active recreation for the youth. This space (spaces) will be provided in areas that are enclosed with benches or landscaping for the children's safety as well as the convenience of supervision from parents.

3. Residential Complexes

Residential complexes may have a combination of internal and external recreation areas for both public and private use. It is also recommended that recreation areas be combined, or shared, with other developments to improve community gathering potential.

Open Space Conceptual Master Plan

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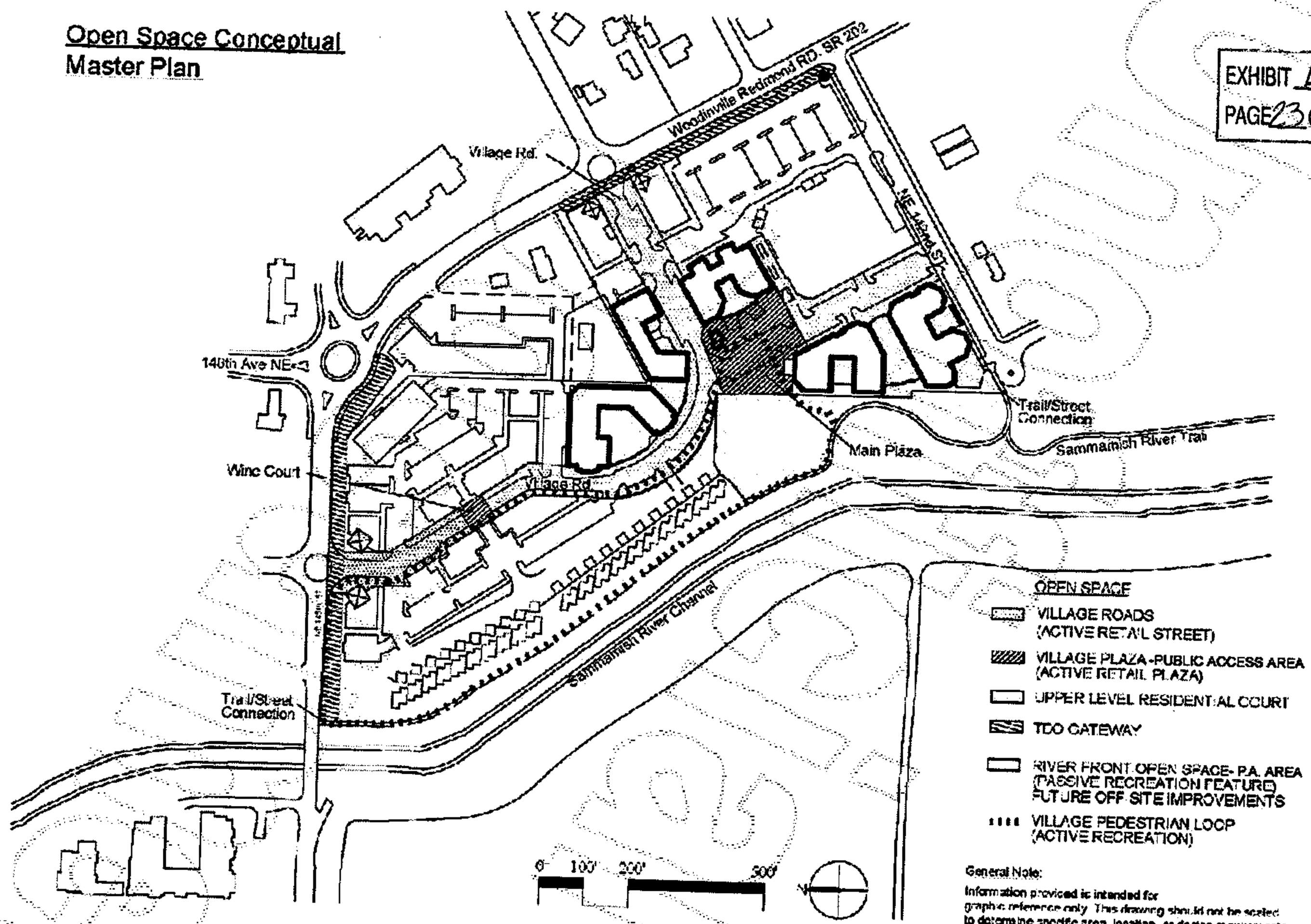

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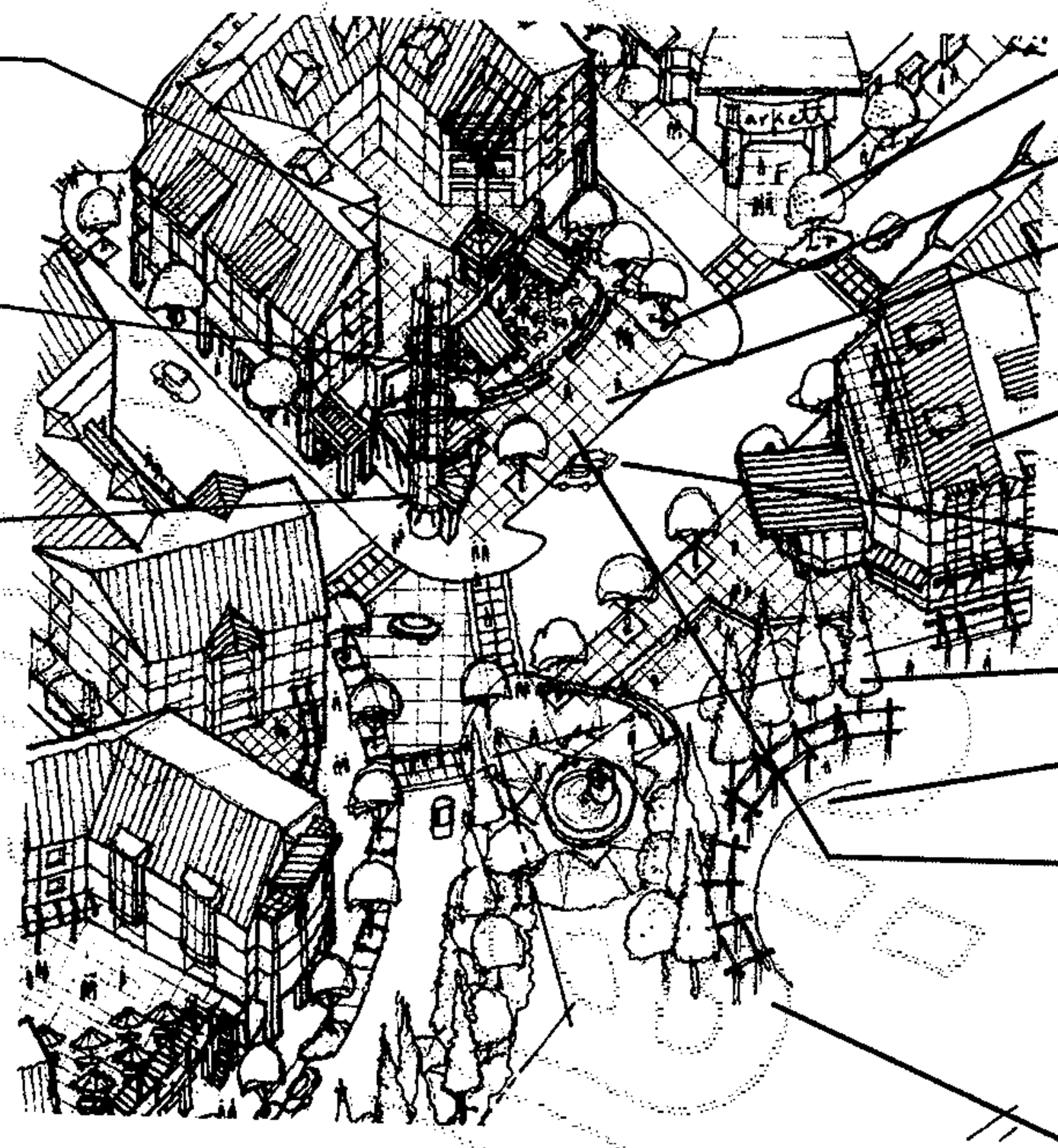
MAIN PLAZA – OPEN SPACE



Landscape Standards

1. Street trees should be spaced at regular intervals on Pedestrian Orient Streets to provide for both shade relief and spatial definition. Variations to tree spacing are encouraged to enhance the plaza area and emphasize building focal points as long as the trees do not visually block retail storefronts.

2. Landscaping in the main plaza should include a combination of hardscape and softscape elements. The plaza is a pedestrian oriented space that can accommodate a variety of activities and both small and larger gatherings. Raised planters, community features such as a fireplace, fountain or sculpture are recommended. Seating areas should reinforce retail activities and unique plaza elements.

3. Overall fulfillment of site open space and pervious surface requirements shall be reviewed for consistency with city standards. As such; landscaped streets, upper level courts, and plaza areas shall be factored into meeting the overall intent and area requirements and be approved on a project to project basis.

4. Landscaping used for screening of outdoor trash areas shall complement any architectural screening elements, which shall be the primary screens. Landscaping shall not be considered to be relied upon solely to provide 100% of the screening and should where possible reflect native species.

5. Landscaping enhances the design character of streets and provides sense of enclosure. Trees and shrub types are selected to create spatial variety and seasonal distinction.

6. Landscaping should be provided for upper level common courtyard areas to enhance the design character of these courtyards, provide a sense of privacy and create spatial variety.

7. Upper level terrace plantings are encouraged to include a combination of evergreen and deciduous materials.

8. The Terrace / Courtyard spaces should be designed to include areas of special paving treatments, unique landscaping and various seating opportunities.

9. Courtyards and small plazas should be landscaped at a density to the scale and use of the space, and to the proximity and use of adjacent buildings or dwelling units.

10. Provide a small children's play area.

11. Landscaping will be consistent with the requirements of the Woodinville Commercial Design Principles and Tourist District Overlay requirements.

12. Landscape in surface parking lots theme are encouraged to incorporate creative designs that reinforce the Wine Village, as such proposals shall be approved based on design quality and overall consistency with existing city landscape standards.

13. **Lighting levels: Public areas shall be lighted with minimum .5 footcandles to a maximum of 4 footcandles depending on location. For instance public plazas and street areas have higher lighting levels.**

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Tenant Signs:

1. Signage shall be of a high quality design and materials, consistent with the design of the overall theme of Woodinville Village.

2. Signage shall be consistent throughout the design area and always complement a building character (e.g. wall signs should avoid covering building columns)

3. Signs should be of fabricated mixed-media, including metal reverse-illuminated letters, suspended neon letter, illuminated individual letters, signs etched or cutout of solid material such as wood or brass and illuminated from behind.

4. Back-lit translucent awning signs are not permitted. Also, signs employing moving or flashing lights, signs employing exposed electrical circuits, and signs with luminous plastic letters, cardboards signs and internally lit or box signs are not permitted.

5. Wall signs for retail shops should be located in the storefront are above the door height and below canopy. Wall signage located at building focal points is an exception to this guideline.

6. Signs should be centered between architectural elements and between columns to allow building architecture to be expressed. Signs shall not be necessarily be centered on lease premises.

7. Signs shall be compatible in scale and proportion with building and other signs.

8. Signs should be placed facing the primary building entry.

9. Blade signs, which hang from the canopy, arcade or building front, may be utilized to increase visibility.

PARKING

Parking Requirements:

Shared parking is encouraged between various land uses at Woodinville Village. The parking stall requirements are as follows:

- Non-residential building parking requirements: 3.33 to 5.0 stall per 1,000 s.f. of leaseable area, site wide.
- Residential building parking requirements: 1.2 to 2.0 stalls per unit.

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PARKING CRITERIA:

Car stall dimension standard for retail/mixed-use parking areas as follows:

- Standard stall 8'-5" x 17' typical
- compact stall 7'-6" x 15' (30% maximum)
- Aisle widths vary depending on parking angle configuration.
- Compact stalls shall have same aisle widths as standard stalls.

Standards apply to both surface and structured parking areas.

- 2'-0" curb overhang allowed.

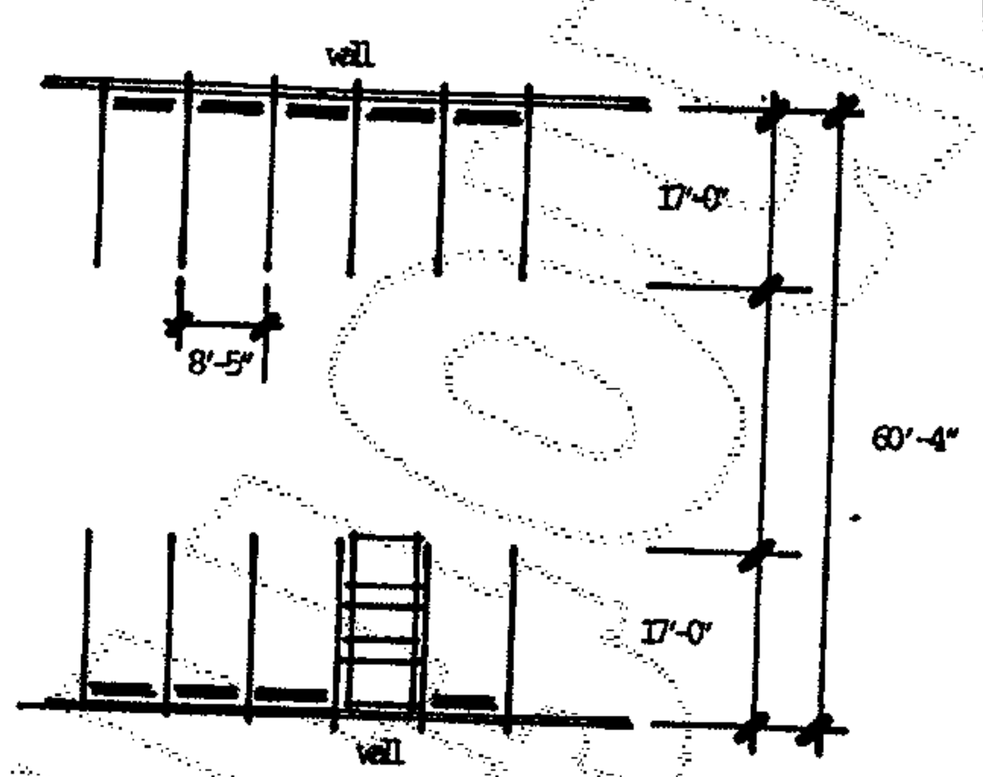

Figure 33: 90° parking standard for head in to wall stalls

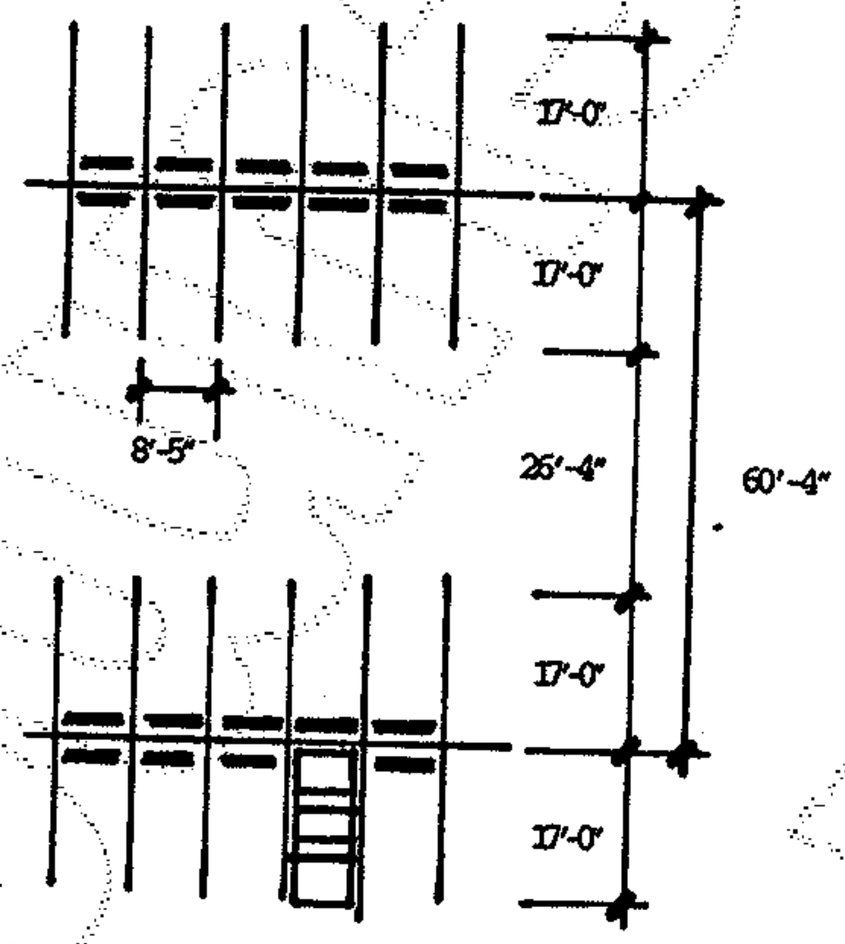

Figure 32: 90° parking standard for head on /face-to-face stalls

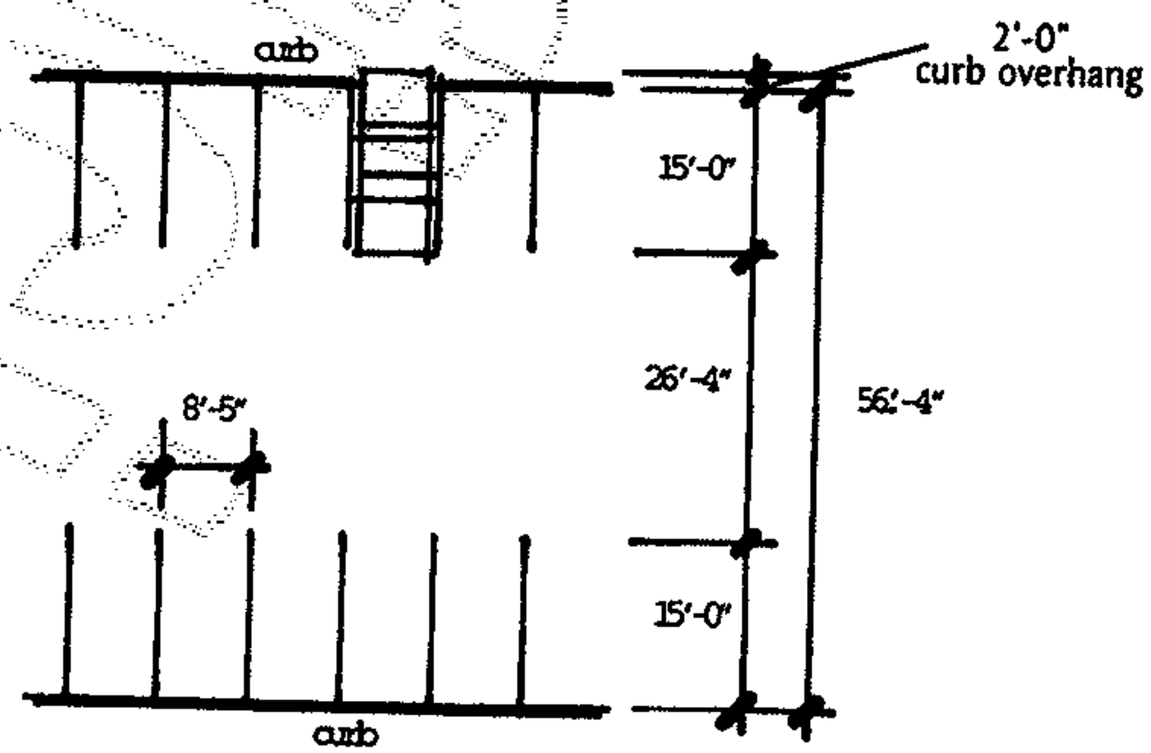

Figure 34: 90° pkg. standards for wheel overhang of curb stalls

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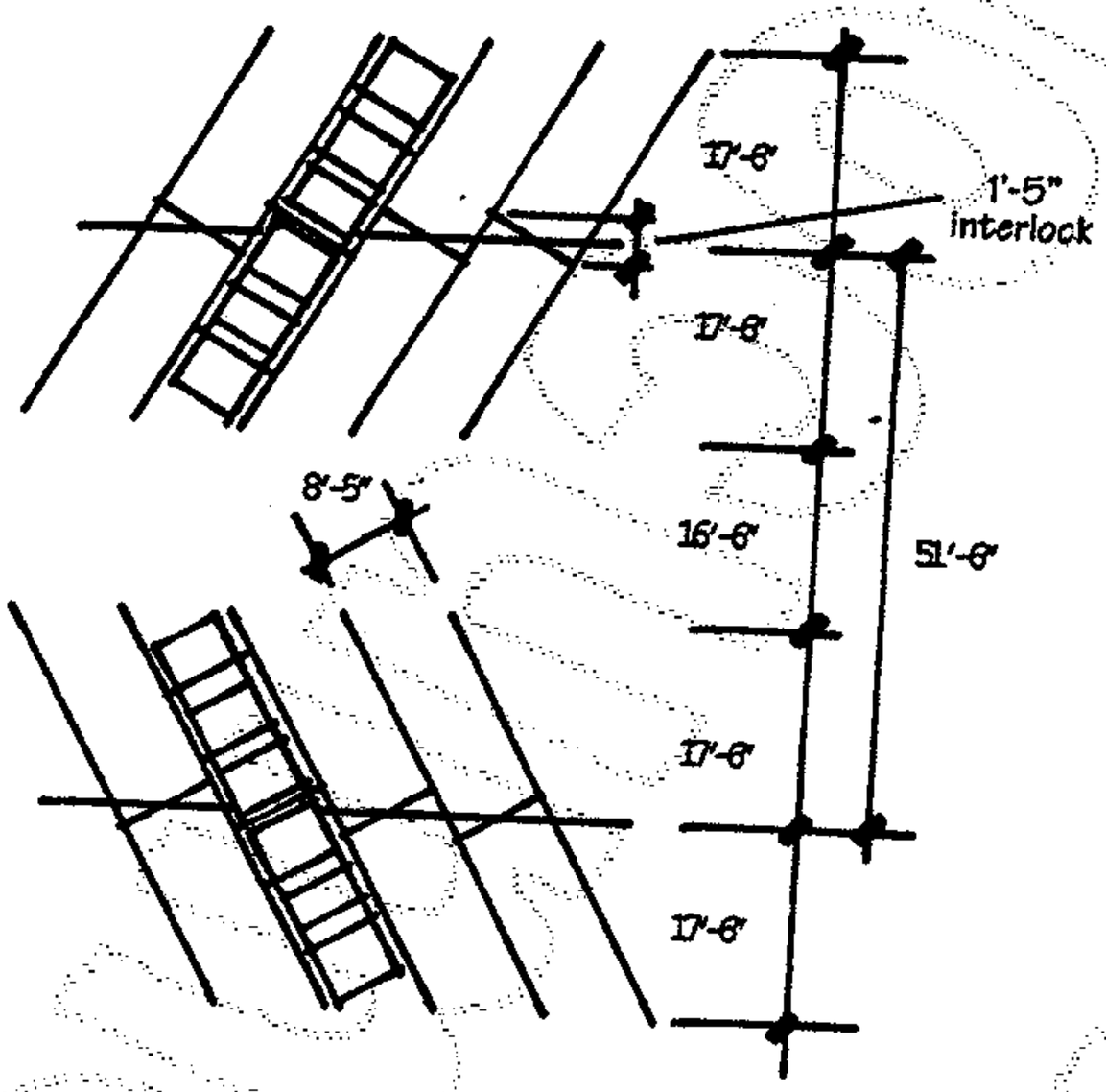

Figure 35: 60° parking standard for head on /face-to-face stalls

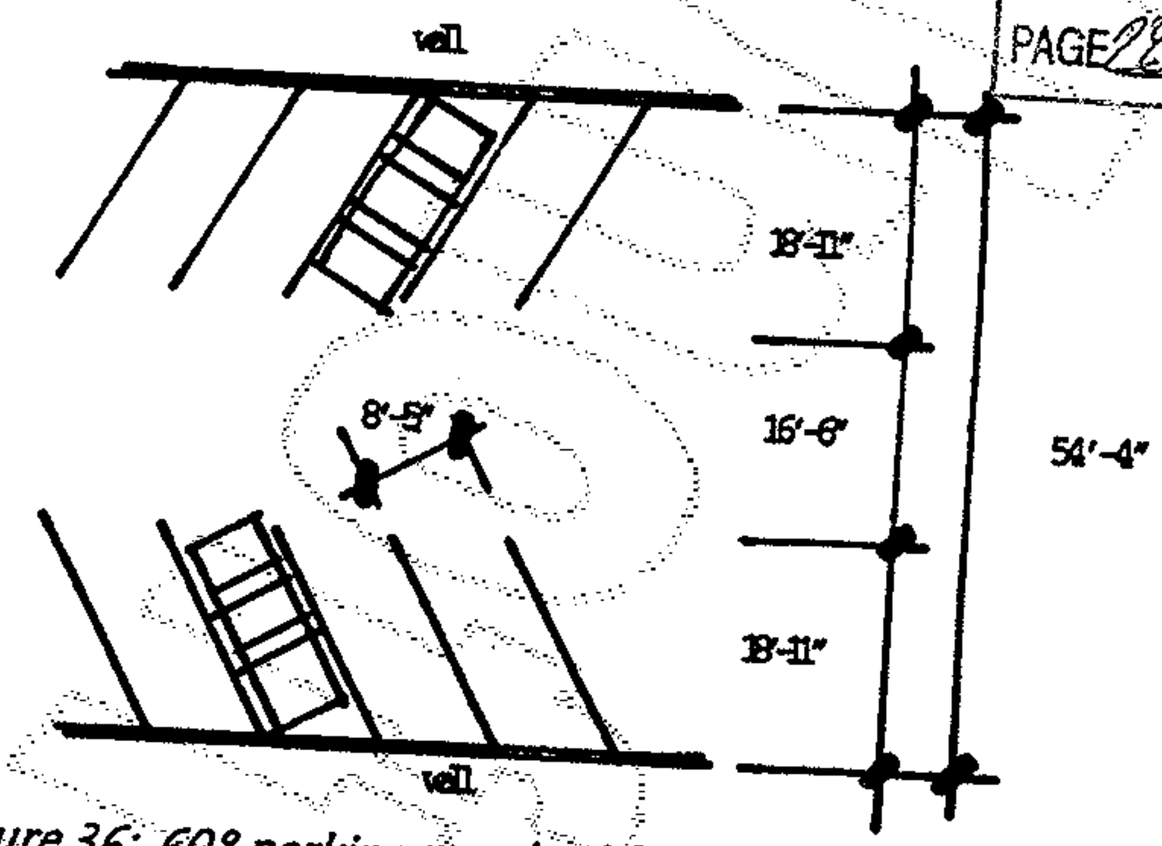

Figure 36: 60° parking standard for head in to wall stalls

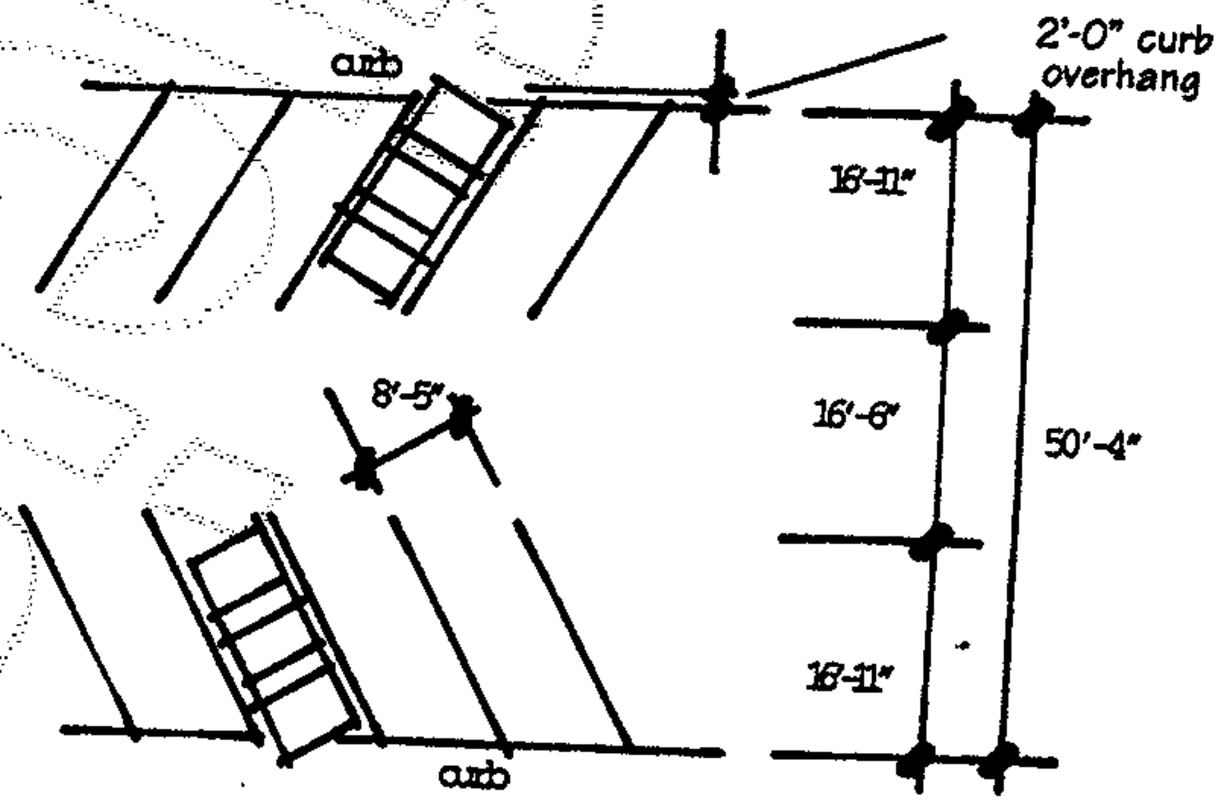

Figure 37: 60° pkg. standards for wheel overhang of curb stalls