RESOLUTION NO. 319

A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON, APPROVING AMENDMENTS TO THE MIXED-USE WOODINVILLE VILLAGE PROJECT DEVELOPMENT AGREEMENT THAT AUTHORIZES THE INCLUSION OF ADDITIONAL PROPERTIES.

WHEREAS, the Development Agreement for Woodinville Village was adopted by the City Council on August 29, 2005; and

WHEREAS, the Development Agreement Amendments draft was formally submitted to the Community Development Department on November 9, 2005 by the applicant, Woodinville Village Associates (also known as MJR Development); and

WHEREAS, WMC 17.07.030 requires that Development Agreements and subsequent amendments to them are a Type V action requiring a public hearing and recommendation by the Planning Commission to the City Council. The public hearing was scheduled for March 1, 2006; and

WHEREAS, Ordinance No. 390 amended the Development Agreement process in WMC 21.38.020 (4) and WMC 17.07.030 providing the City Council with the option of either conducting its own public hearing on Development Agreement amendments (in addition to the code-mandated Planning Commission public hearing) or to adopt proposed amendments as recommended by the Planning Commission without a second public hearing. The public hearing was scheduled for March 20, 2006; and

WHEREAS, the Development Agreement Amendments are in compliance with State law and will serve to implement the Comprehensive Plan and Tourist District Master Plan policies; and

WHEREAS, the Planning Commission reviewed and considered the draft Development Agreement Amendments at a study session in the regular Planning Commission meeting of February 1, 2005; and

WHEREAS, the Planning Commission received public testimony and reviewed and considered the draft Development Agreement Amendments at a public hearing in the regular Planning Commission meeting of March 1, 2006; and

WHEREAS, the City Council received public testimony and reviewed and

considered the draft Development Agreement Amendments at a study session in the regular City Council meeting of March 6, 2006; and

WHEREAS, extensive public outreach in review of the Development Agreement and its proposed Amendments has been directly and indirectly part of the process since the applicant, Woodinville Village Associates (also known as 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 Amendments at a public hearing in the regular City Council meeting of March 20, 2006.

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 Amendments attached hereto as Attachment A.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODINVILLE THIS 20th DAY OF MARCH, 2006.

Cathy VonWald

Cathy VonWald, Mayor

ATTEST/AUTHENTICATED:

Sandra Parker/MMC

Sandra Parker/MMC
City Clerk

Return Address:
City of Woodinville
ATTN: City Clerk
17301 133rd Ave NE
Woodinville, WA 98072

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10/04/2007 12:08
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. MJR Developement 1st Addendum Agreement
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
20051222002236 + 20051222002237 + 20051222002238
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 Exhibit A, Exhibit A1, and Exhibit A2.

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

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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_____ Signature of Requesting Party

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CITY OF WOODINVILLE
1st ADDENDUM TO THE DEVELOPMENT AGREEMENT FOR WOODINVILLE VILLAGE

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CITY OF WOODINVILLE
1st ADDENDUM TO THE DEVELOPMENT AGREEMENT FOR WOODINVILLE VILLAGE

1.0 Parties

1.1 This Development Agreement is made this 21st day of March, 2006 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.

2.1a The Developer owns or controls certain real property located in the City of Woodinville, Washington, containing approximately 4.09 acres, the legal description of which is attached and incorporated in full as Exhibit A1.

2.1b The Developer owns or controls certain real property located in the City of Woodinville, Washington, containing approximately 0.85 acres, the legal description of which is attached and incorporated in full as Exhibit A2.

2.2 The Property and the Adjacent Property are located within and adjacent to the City of Woodinville's Tourist Neighborhood.

2.3 The Developer wishes to develop the Property and the Adjacent 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.

2.4a As part of the proposed Project, the Developer and the City have agreed to and establish the development of the Adjacent 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).

2.5a The City and the Developer wish to ensure that the Adjacent Property will be developed in accordance 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.

2.6a The City of Woodinville Planning Director has determined that development of the Adjacent Property in connection with this Development Agreement 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.

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 and the Adjacent 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.

2.11.0 "Adjacent Property" shall include the property described in Exhibits A1. Exhibit A1 is commonly known as the Redwood Apartments.

2.11.0.1 "Adjacent Property" shall include the property described in Exhibit A2. Exhibit A2 is commonly known as the Pisani Property.

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 and the Adjacent 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).

2.11.9.1 "Second SEPA MDNS" shall mean the SEPA Mitigated Determination of Non-Significance (as applied to Ex. A1).

2.11.9.2 "Third SEPA MDNS" shall mean the SEPA Mitigated Determination of Non-Significance (as applied to Ex. A2).

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.

3.1a Adjacent Property. Additional Adjacent Property subject to this Development Agreement is fully described in Exhibit A1, attached and incorporated by this reference as though fully set forth herein.

3.1b Adjacent Property. Additional Adjacent Property subject to this Development Agreement is fully described in Exhibit A2 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) and the Adjacent Property described in Exhibit A1 is R-12. 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.

3.2a Zone Designation. The zoning designation of the Adjacent Property described in Exhibit A2 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 and the Adjacent Property described in Exhibit A1 is Urban and Conservancy, 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 the Property and the Adjacent Property 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.

4.3 No Application. The Binding Site Plan does not apply to the Adjacent Property described in Exhibit A1.

4.4 Additional Property. The Binding Site Plan shall apply to the Adjacent Property described in Exhibit A2 and such Adjacent Property shall become part of the Binding Site Plan.

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)
1a. Legal Description (Exhibit A1)
1b. Legal Description (Exhibit A2)
2. SEPA Mitigated Determination of Non-significance (SEP2005-019) (Exhibit B)
2a. SEPA Mitigated Determination of Non-significance (Second MDNS) (SEPA2005-086) (Exhibit B1)
2b. SEPA Mitigated Determination of Non-significance (Third MDNS) (SEPA2005-091) (Exhibit B2)
3. Shoreline Substantial Development Permit (SDP2005-031) (Exhibit C)
3a. Shoreline Substantial Development Permit (SDP2005-085) (Exhibit C1)
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 and the Adjacent Property 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 143rd 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 143rd Street Improvements. 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.

9.1.2 TRIP. The City and the Developer shall execute an agreement to coordinate their work on 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.

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 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 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 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.

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

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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 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.

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.

15.3 No Application. The Adjacent Property described in Exhibit A1 is not subject to the phasing provisions of this Section 15.

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:

Richard A. Leahy, City Manager

Developer:

MJR Development, Inc.
Washington corporation

Michael J. Raskin, Managing Member

ATTEST:

Jennifer Kuhn, City Clerk

APPROVED AS TO FORM:

Greg Rubstello, City Attorney

APPROVED AS TO FORM:

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

Exhibits to Agreement:

Exhibit A:	Legal Description
Exhibit A1:	Legal Description to Adjacent Property
Exhibit A2:	Legal Description of Adjacent Property
Exhibit B:	SEPA MDNS (SEP2005-019)
Exhibit B1:	SEPA Mitigated Determination of Non-significance (Second MDNS) (SEPA2005-086)
Exhibit B2:	SEPA Mitigated Determination of Non-significance (Third MDNS) (SEPA2005-091)
Exhibit C:	Shoreline Substantial Development Permit (SDP2005-031)
Exhibit C1:	Shoreline Substantial Development Permit (SDP2005-085)
Exhibit D:	Binding Site Plan (BSP 2005-018)
Exhibit E:	Woodinville Village Master Plan & Design Standards

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STATE OF Washington)
) ss:
COUNTY OF King)

I certify that I know or have satisfactory evidence that Richard A. Leahy 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: October 2, 2007.

JENNIFER L. KUHN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 18, 2010

Jennifer L Kuhn
Print Name: Jennifer L Kuhn
NOTARY PUBLIC in and for the State of
Washington, residing at: Woodinville

My Appointment Expires: May 18, 2010

STATE OF Washington)
) ss:
COUNTY OF King)

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: October 2, 2007.

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

Jennifer J Trusler
Print Name: Jennifer J Trusler
NOTARY PUBLIC in and for the State of
Washington, residing at:
Kirkland

My Appointment Expires: 06-22-09

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EXHBIT A

LEGAL DESCRIPTION:

PARCELS A THROUGH F OF THE CITY OF WOODINVILLE BINDING SITE PLAN NUMBER BSP018-2005, ACCORDING TO THE BINDING SITE PLAN RECORDED UNDER KING COUNTY AUDITORS FILE NO. 20051222002236, KING COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X OF CITY OF WOODINVILLE SHORT PLAT NUMBER SPA96-016, AS RECORDED UNDER KING COUNTY AUDITORS FILE NUMBER 9607159012, KING COUNTY, WASHINGTON.

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EXHIBIT A1

LEGAL DESCRIPTION:

LOT D CITY OF WOODINVILLE SHORT PLAT NUMBER SPA96-016, AS RECORDED UNDER RECORDING NUMBER 9607159012, SAID SHORT PLAT BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEASET QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X OF SAID WOODINVIILE SHORT PLAT NUMBER SPA96-016.

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EXHIBIT A2

LEGAL DESCRIPTION:

TRACT 37, HOLLYWOOD ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29 OF PLATS, PAGE 23, IN KING COUNTY WASHINGTON;
EXCEPT THE WEST 175 FEET THEREOF;
EXCEPT THE SOUTHEASTERLY 90 FEET IN WIDTH;
AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 175 FEET OF SAID TRACT 37 WITH THE SOUTHWESTERLY MARGIN OF STATE ROAD NO. 2;
THENCE SOUTH 1°42'32" WEST ALONG SAID EAST LINE 117.0 FEET;
THENCE SOUTH 88°17'28" EAST 98.81 FEET TO THE SOUTHWESTERLY MARGIN OF STATE ROAD NO. 2;
THENCE NORTHWESTERLY ALONG SAID ROAD TO THE POINT OF BEGINNIG

Exhibit B

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).

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printed on recycled paper

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

Unofficial Document

Exhibit B1

CITY OF WOODINVILLE
DETERMINATION OF NON-SIGNIFICANCE
PROJECT: REDWOOD APARTMENTS SHORELINE PERMIT

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

Threshold Determination:	Determination of Non-Significance
Date of Issuance:	December 12, 2005
File Number:	SEP2005-086
Applicant:	MJR Development, Inc./Michael Raskin
Proposal Location:	14525 NE 145th Street, Woodinville, King County, Washington
S/T/R:	NE 22/26N/5E
Proposal Description:	Shoreline permit associated with proposed remodel, renovation, and updating of the existing 40-unit apartment complex
Lead Agency:	City of Woodinville

NOTE: This determination does not constitute approval of the proposal. This proposal will be reviewed for compliance with SEPA Determination Review Procedures.

Threshold Determination:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

COMMENTS AND APPEALS:

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the signature date below.

Any interested party may submit written comments on this determination. Written comments or appeals must be received in the City of Woodinville, Department Planning and of Community Development **before 5:00 P.M. on December 27, 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.

If you have any questions, please call Project Planner, Steve Munson at (425) 489-2757 ext. 2224.

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

SIGNATURE: Carl B. for R.S. DATE: December 12, 2005

Unofficial Copy

Exhibit B2

CITY OF WOODINVILLE
DETERMINATION OF NON-SIGNIFICANCE
PROJECT: PISANI PROPERTY

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

Threshold Determination:	Determination of Non-Significance
Date of Issuance:	March 6, 2006
File Number:	SEP2005-091
Applicant:	Woodinville Village Associates/Larry Calvin
Proposal Location:	14335 Woodinville Redmond Road, Woodinville, King County, Washington
S/T/R:	NW 23 26 5
Proposal Description:	Proposed amendment of existing Woodinville Village Binding Site Plan to include parcel zoned Tourist Business noted above which consists of 35,230 square feet (.81 acres)
Lead Agency:	City of Woodinville

NOTE: This determination does not constitute approval of the proposal. This proposal will be reviewed for compliance with SEPA Determination Review Procedures.

Threshold Determination:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

COMMENTS AND APPEALS:

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 15 days from the signature date below.

Any interested party may submit written comments on this determination. Written comments or appeals must be received in the City of Woodinville, Department Planning and of Community Development before **5:00 P.M. on March 21, 2006.**

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.

If you have any questions, please call Project Planner, Steve Munson at (425) 489-2757 ext. 2224.

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

SIGNATURE: Ray Sturtz DATE: *March 6, 2006*

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Exhibit C

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.

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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

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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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Exhibit C1

CITY OF WOODINVILLE
PLANNING DIRECTORS DECISION
REDWOOD APARTMENTS SUBSTANTIAL DEVELOPMENT PERMIT
SDP2005-085

Applicant: Michael J. Raskin Woodinville Village Associates	))))	Redwood Apartments SDP2005-085

I. INTRODUCTION

This decision is made based on the information in the Staff Report, Exhibit 1, for the Woodinville Village Associates proposed remodel, renovation, and update of the existing Redwood Apartments located in the southeast corner of the City at 14525 NE 145th Street under Shoreline Substantial Development Permit file number SDP2005-085. The following Findings, Conclusions and Conditions of Approval are hereby incorporated into this decision.

II. FINDINGS

1. The Redwood Apartments is a proposal to remodel, renovate, and update an existing 40-unit apartment complex.

2. Representatives of Woodinville Associates met with City staff to review their proposed remodel and future site plans needs and based upon those meetings submitted a Shoreline Development Permit for the site in question.

3. The site plan (Exhibit 6) is in conformance with the plans reviewed and tentatively approved by the City.

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

5. The SDP could not be processed until the end of the appeal period for the SEPA determination of December 12, 2005.

6. A Notice of Application (NOA) was issued (Exhibit 4) for the SDP on November 21, 2005.

7. A SEPA DNS was issued (Exhibit 5) on December 12, 2005, with the appeal period ending 5:00 p.m. on December 27, 2005.

8. The existing apartment complex has units located within the edge of the 150 foot buffer area for the Sammamish River (Exhibit 6.

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9. The +/- 4.08 acres of the Redwood Apartments site is generally (except for the extreme southeast corner) located inside of the 200 foot Shoreline Management Area.

10. Access to the subject site is provided from NE 145th Street/SR 202.

11. After submitting the Shoreline Development Permit application, representatives of Woodinville Village Associates and staff of the City of Woodinville reviewed the site plan with its proposed modifications for compliance with the City's requirements for remodeling of a non-conforming structure within shoreline jurisdiction.

Section 5.3 of the City of Woodinville Shoreline Master Program (adopted March 10, 1997) addresses Non-conformance with this statement:

> *All shoreline uses and structures, lawfully erected and maintained in lawful condition prior to the effective date of this Master Program and all structures in the process of being lawfully erected prior to the effective date of this Master Program but which do not conform to the regulations contained herein, may continue to exist or be completed according to the provisions of its lawful approval. Non-conforming development standards as contained in WMC 21.32and WAC 173-27-080 (3) (6) and (7) shall apply.*

WMC 21.32 .080 applies specifically to this situation and reads:

> *Nonconformance - modifications to nonconforming structure.*
> *Modifications to a nonconforming structure may be permitted, provided the modification does not increase the area, height or degree of an existing nonconformity.*

Staffs review of the submitted site plan and discussions with the applicant of the proposed modifications do not indicate any increase in area, height or degree of the existing nonconformity. The apartment use makes the site nonconforming due to the fact that a portion of the site upon which the units are constructed is located in the Conservancy designation and Sec. 4.1.1 of the Shoreline Master Plan indicates that Multi-family/Condo Units are a Non-Permitted (Prohibited) Use in this designation. They are, however, permitted in the Urban designation. This complex was constructed in the late 1960's in then unincorporated King County and prior to annexation into the City of Woodinville and adoption of its Shoreline Master Plan. These proposed modifications will not change nor increase the existing building footprints of the units in the apartment complex nor result in an increase in impervious surface area.

WAC 173-27-080 (3) reads:

> *Uses and developments that were legally established and are nonconforming with regard to the use regulations of the master program may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded.*

As noted in the reference to WMC 21.32.080 (above), the proposed modifications to the apartment complex will not result in any enlargement or expansion.

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WAC 173-27-080 (6) and (7) refer to establishing different nonconforming uses and the movement of existing nonconforming structures respectively. Neither of these sections apply because the no new or additional nonconforming uses are planned nor are any of the nonconforming structures planned to be moved.

These proposed modifications will not change nor increase the existing building footprints of the units in the apartment complex.

III. CONCLUSIONS

1. On November 4, 2005, the City received an application for a Substantial Development Permit for the Redwood Apartments 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. Redwood Apartments is a proposed remodel, renovation, and update of a 40-unit complex on +/- 4.08 acres.

3. The application is considered to be in compliance with the City of Woodinville Shoreline Management Program (SMP) and with Chapters 4.1 and 5.3 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 Master Program.

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

6. The proposal is in compliance with the City Comprehensive Plan, Chapter 3, Land Use, and Chapter 21 of the Zoning Code.

7. The proposed modifications of the Redwood Apartments are in compliance with all City development codes.

8. The site development plan has been reviewed by all City departments.

IV. CONDITIONS OF APPROVAL

The MJR Woodinville Village Substantial Development Permit, File SDP2005-085 is hereby **Approved** subject to the following Conditions of Approval:

1. The applicant shall obtain all required City and State permits.

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2. Temporary Erosion and Sedimentation Control (TESC) must be installed and maintained in accordance with the 2005 King County Surface Water Design Manual. The following conditions will apply to this project:
   a) All TESC measures must be inspected daily prior to the start of construction activities.
   b) Sediment in the catch basin inserts must be removed when the sediment has filled 25% of the available storage.

3. The access shall be posted on both sides as a fire lane to accommodate twenty-six (26) foot wide fire apparatus.

4. 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 Woodinville Village Associates Redwood Apartments Substantial Development Permit Application, file number SPA2005-085, subject to the above **conditions of approval.**

Approved this Thirteenth Day of February, 2006

Ray Sturtz
Planning Director/Shoreline Administrator

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 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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EXHIBIT D

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PAGE001 OF 005
12/22/2005 15:07
KING COUNTY, WA

PLAT

VOL. 237

PAGES 53-57

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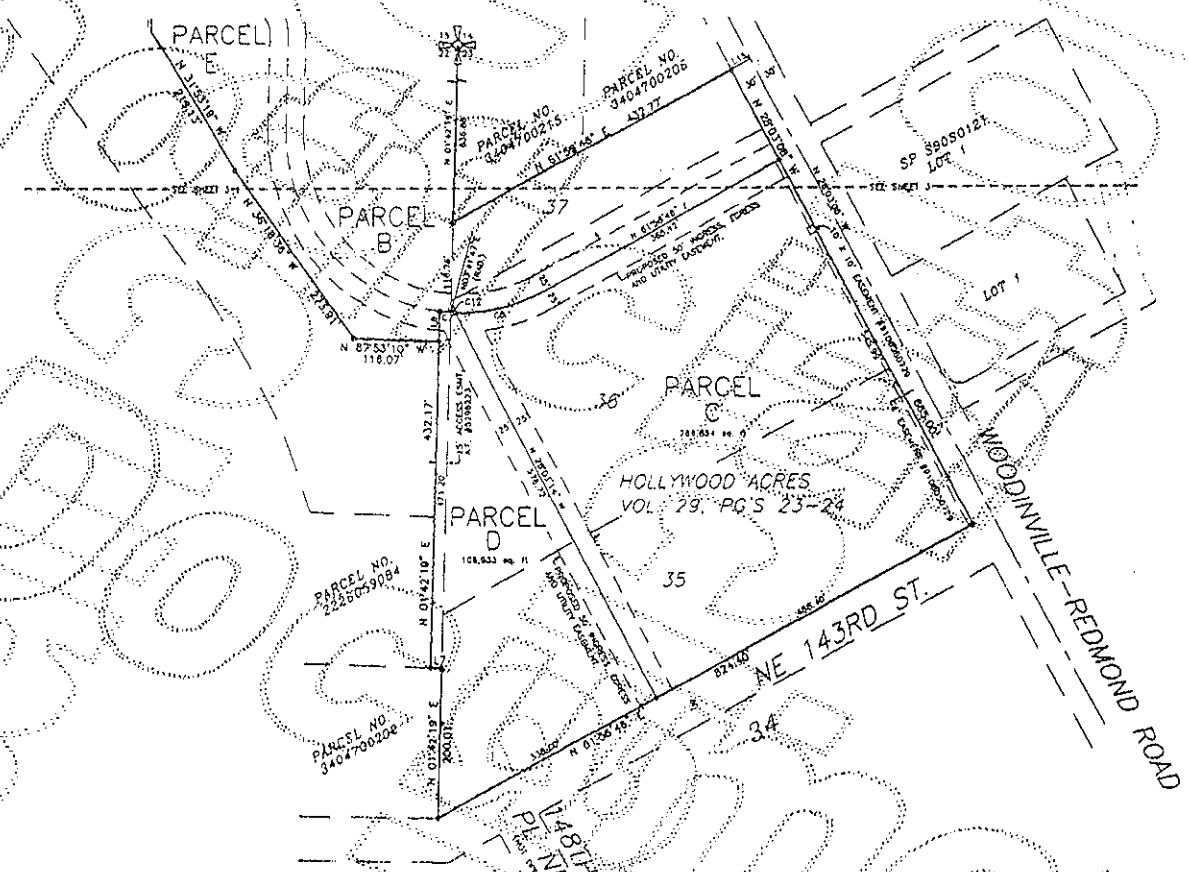
232/056

WOODINVILLE VILLAGE

A BINDING SITE PLAN

NE1/4, NE1/4, SEC. 22, T. 26 N., R. 5 E., W.M.
NW1/4, NW1/4, SEC. 23, T. 26 N., R. 5 E., W.M.



Scale 1" = 100'

MERIDIAN

WOODINVILLE SHORT PLAT #92ABE-018 DONE BY BAMA & HOLMBERG INC. AS RECORDED IN VOLUME 110 OF SHORT PLATS, AT PAGE 44, UNDER RECORDING NUMBER 9807150012

LEGEND

- 5/8 1/2" x 24" REBAR WITH 1 3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 33376/32434/35145/38911" (EXCEPT AS OTHERWISE NOTED)

LINE TABLE:

NUMBER	DIRECTION	DISTANCE
L1	N 87°53'10" E	37.11'
L2	N 87°53'10" W	132.71'
L3	N 31°51'19" W	13.98'
L4	N 61°56'48" E	98.30'
L5	N 28°03'12" W	13.00'
L6	N 61°56'48" E	98.30'
L7	N 87°53'10" W	15.00'
L8	N 01°42'19" E	39.61'
L9	N 01°42'19" E	64.31'
L10	N 01°42'19" E	39.61'
L11	N 01°42'19" E	124.33'
L12	N 01°42'19" E	31.00'
L13	N 01°42'19" E	61.44'
L14	N 61°56'48" E	30.00'

CURVE TABLE:

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	30°49'01"	250.00	137.11'
C2	09°52'33"	472.30	43.83'
C3	44°11'06"	104.30	80.48'
C4	18°00'00"	250.00	78.57'
C5	14°41'33"	238.48	61.00'
C6	30°16'34"	340.00	179.82'
C7	05°03'48"	340.00	31.21'
C8	84°33'53"	340.00	501.87'
C9	119°48'19"	340.00	711.10'
C10	37°34'14"	17.00	11.15'
C11	01°38'37"	340.00	9.76'

STATE OF WASHINGTON
CHARLES S. BOYD
CERTIFICATE NO. 13313
EXPIRES: 3/19/03

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 709, WOODINVILLE, WA 98072 (425) 485-1252

DRAWN BY: MRP	DATE: 03-25-03	JOB NO. 0412
CHKD BY: CSB	SCALE: 1" = 100'	SHEET: 4 OF 5

20051222002236 #32/053

WOODINVILLE VILLAGE

A BINDING SITE PLAN

NE1/4, NE1/4, SEC. 22, T. 26 N., R. 5 E., W.M.
NW1/4, NW1/4, SEC. 23, T. 26 N., R. 5 E., W.M.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS OF INTEREST OF THE LAND HEREIN DESCRIBED DO HEREBY MAKE A BINDING SITE PLAN THEREOF PURSUANT TO WOODINVILLE TITLE 20A AND R.C.W. 58.17.035 AND DECLARE THIS BINDING SITE PLAN TO BE THE GRAPHIC REPRESENTATION OF SAME.

WE HEREBY DEDICATE TO THE USE OF THE PUBLIC TRACT "Y" AS SHOWN ON THE BINDING SITE PLAN 50' LONG AS TRACT "Y" IS USED FOR ROAD PURPOSES.

THIS BINDING SITE PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS OF INTEREST.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

Ruben A. Hale, Managing Partner
NATOMAH PROPERTIES, LLC

C. J. Fremuth Trustee
CYNTHIA S. FREMUTH GST TRUST

AUTHORIZATION:

THIS BINDING SITE PLAN IS AUTHORIZED BY WOODINVILLE MUNICIPAL CODE-TITLE 20A.06.080 AND IS SUBJECT TO THE CONDITIONS CONTAINED WITHIN THE CITY OF WOODINVILLE PLANNING DIRECTOR'S FINAL DECISION DATED: 8/24/05

MAINTENANCE RESPONSIBILITIES:

SET FORTH IN COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS TO BE RECORDED WITH THE KING COUNTY DIVISION OF RECORDS AND ELECTIONS.

LEGAL DESCRIPTION: (ORIGINAL DESCRIPTIONS)

PARCEL A:
TRACT 35, EXCEPT THE WEST 158.78 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 28 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. SP88-016, ACCORDING TO SHORT PLAT RECORDED UNDER RECORDING NO. 9507119012, 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. SP88-016.

PARCEL C:
ALL THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "1" LYING NORTHEASTERLY OF A LINE BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 213+00, ON THE SR 202 LINE SURVEY OF SR 202, HOLLYWOOD SECONDARY, AND 50 FEET SOUTHERLY THEREFROM; THENCE EASTERLY PARALLEL WITH SAID LINE SURVEY TO A POINT OPPOSITE SAID HES 214+00 AND 60 FEET SOUTHERLY THEREFROM; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES 217+40.61 ON SAID LINE SURVEY AND 131.05 FEET SOUTHERLY THEREFROM AND THE END OF THIS DESCRIPTION.

PARCEL "1":
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE NORTHEASTERLY MARGIN OF THE SAMMAMISH RIVER (DRAINAGE DITCH NO.3) AS ESTABLISHED BY KING COUNTY SUPERIOR COURT CAUSE NO. 81311; EXCEPT THE EAST 13 FEET THEREOF, AND EXCEPT THAT PORTION THEREOF FOR NORTHEAST 145TH STREET, ALSO KNOWN AS PRIMARY STATE HIGHWAY NO. 2 (SR 522), AS ESTABLISHED BY DECREE RECORDED UNDER RECORDING NOS. 3163301,3241106 AND 4111301, AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 6493632; TOGETHER WITH THAT PORTION OF VACATED COUNTY ROAD NO. 984 (FORMERLY KNOWN AS C.L. MORRIS ROAD), AS VACATED BY KING COUNTY ORDINANCE NO. 7300, THAT ATTACHED THERETO BY OPERATION OF LAW.

PARCEL D:
THE EAST 33 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 26; RANGE 5 EAST, W.M. RECORDS OF KING COUNTY, WASHINGTON; EXCEPT COUNTY ROADS AND STATE HIGHWAY.

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
COUNTY OF King) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT RUBEN A. HALE, MANAGING PARTNER SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING PARTNER OF NATOMAH PROPERTIES, LLC TO BE THE FREE AND VOLUNTARY ACT SUCH PARTY FOR THE USES AND THE PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 12-19-05

NOTARY PUBLIC Jennifer J. Trusler
SIGNATURE OF NOTARY PUBLIC Jennifer J. Trusler
IN AND FOR THE STATE OF Washington
RESIDING AT Redmond
MY APPOINTMENT EXPIRES 06-22-09

STATE OF WASHINGTON)
COUNTY OF King) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT CYNTHIA S. FREMUTH SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGED IT AS THE TRUSTEE OF CST TRUST TO BE THE FREE AND VOLUNTARY ACT SUCH PARTY FOR THE USES AND THE PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 12-19-05

NOTARY PUBLIC Jennifer J. Trusler
SIGNATURE OF NOTARY PUBLIC Jennifer J. Trusler
IN AND FOR THE STATE OF Washington
RESIDING AT Redmond
MY APPOINTMENT EXPIRES 06-22-09

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF WOODINVILLE IN DECEMBER 2005.

CHRISTOPHER SHANE BARNES
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 35140

STATE OF WASHINGTON CHRISTOPHER SHANE BARNES 35140 REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 3/19/07

12/19/05

APPROVALS AND CERTIFICATES:

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OWED TO THE CITY OF WOODINVILLE AND THAT ALL SPECIAL ASSESSMENTS OWED TO THE CITY OF WOODINVILLE ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

THIS 20th DAY OF December, 2005.

FINANCE DIRECTOR

EXAMINED AND APPROVED THIS 20th DAY OF Dec 2005

CITY ENGINEER

EXAMINED AND APPROVED THIS 20th DAY OF December, 2005

PLANNING DIRECTOR

EXAMINED AND APPROVED THIS 20th DAY OF December 2005

MAYOR

ATTEST: Sandra C. Parker, MMC
CLERK OF THE CITY OF WOODINVILLE

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS 21st DAY OF December 2005

KING COUNTY ASSESSOR — COUNTY KING COUNTY ASSESSOR

ACCOUNT NUMBER(S) 932605-9114 + 9112+9117+9114 + 340970-0205

KING COUNTY OFFICE OF FINANCE:

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE, ARE PAID IN FULL THIS 21st DAY OF December 2005

Phil Sanders
MANAGER, KING COUNTY FINANCE DIVISION
DEPUTY

RECORDING CERTIFICATE

FILED FOR RECORD THIS 22 DAY OF Dec. 2005 AT 15:07 H. IN VOL. 232 OF PLATS AT PAGE(S) 053-057 AT THE REQUEST OF THE CITY OF WOODINVILLE.

MANAGER — SUPT. OF RECORDS

Mead, Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 269, WOODINVILLE, WA 98072 (425) 486-1252

DRAWN BY: MRP	DATE: 8-25-05	JOB NO.: 0412
CHKD BY: CSB	SCALE: 1" = 200'	SHEET: 1 OF 3

WOODINVILLE VILLAGE

A BINDING SITE PLAN

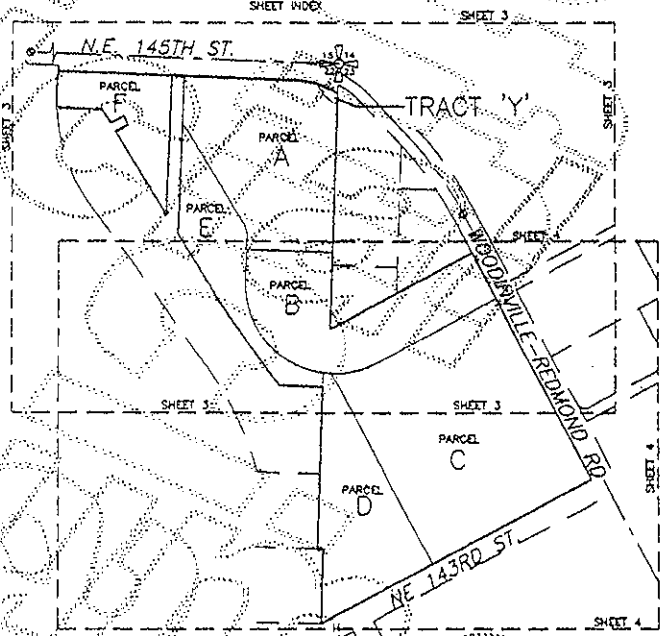
NE1/4, NE1/4, SEC. 22, T. 26 N., R. 5 E., W.M.
NW1/4, NW1/4, SEC. 23, T. 26 N., R. 5 E., W.M.

NOTES:

1. SUBJECT TO AN EASEMENT FOR RIVER PROTECTION INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 5509093.
2. SUBJECT TO A DOCUMENT ENTITLED " RELEASE OF DAMAGES" EXECUTED BY AND BETWEEN A. PAULT WATERMAN & ISABEL E. WATERMAN AND KING COUNTY RECORDED UNDER RECORDING NUMBER 5509134.
3. SUBJECT TO AN EASEMENT TO PUGET SOUND POWER & LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 8305290577.
4. SUBJECT TO AN EASEMENT TO PUGET SOUND POWER & LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 8108050729.
5. SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS, AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT OF HOLLYWOOD ACRES RECORDED IN VOLUME 28 OF PLATS, AT PAGES 23-24.
6. SUBJECT TO AN EASEMENT TO PUGET SOUND POWER & LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 2532756.
7. SUBJECT TO AN EASEMENT FOR A WATER LINE INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 3403807.
8. SUBJECT TO AN EASEMENT FOR WATER MAINS INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 8508290441.
9. SUBJECT TO AN EASEMENT FOR SEWER INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBERS 8809090227, 8509090224, AND 6811200011.
10. SUBJECT TO AN EASEMENT TO PUGET SOUND POWER & LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 8409280744.
11. SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND INTERCOMER CHARGES FOR WATER OR SEWER FACILITIES OF WOODINVILLE WATER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8803020663.
12. SUBJECT TO EXISTING UNRECORDED LEASES, IF ANY, AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.
13. SUBJECT TO AN EASEMENT TO PUGET SOUND TRACTION, LIGHT & POWER COMPANY FOR ELECTRIC TRANSMISSION AND TELEPHONE SERVICES INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 654853.
14. SUBJECT TO A DOCUMENT ENTITLED " RELEASE OF DAMAGES AGREEMENT" AS RECORDED UNDER RECORDING NUMBER 5578095.
15. SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, DRAINAGE, AND UTILITIES INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 8150326.
16. SUBJECT TO AN EASEMENT TO MUNICIPALITY OF METROPOLITAN SEATTLE FOR SEWER INTERCEPTOR WITH ALL CONNECTIONS, MANHOLES, AND APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, INCLUDING THE TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED UNDER RECORDING NUMBER 8111190553, AND 8302000598.
17. SUBJECT TO A DOCUMENT ENTITLED "SEWER COLLECTION SYSTEM AGREEMENT" AS RECORDED UNDER RECORDING NUMBER 7412190905.
18. SUBJECT TO CONDITIONS CONTAINED ON INSTRUMENT RECORDED UNDER RECORDING NUMBER 8510221013.
19. SUBJECT TO CONDITIONS CONTAINED IN INSTRUMENT AS RECORDED UNDER RECORDING NUMBER 8512100686.
20. SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS, AND PROVISIONS, IF ANY, AS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SHORT PLAT NO. SPA 90-018 AS RECORDED UNDER RECORDING NUMBER 9007150012.
21. SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY RECORDED IN VOLUME 180 OF SURVEYS, AT PAGE 192, UNDER RECORDING NUMBER 20041209000010.
22. SUBJECT TO AN EASEMENT TO PUGET SOUND POWER & LIGHT COMPANY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS RECORDED UNDER RECORDING NUMBER 20000080848.
23. PARCELS A-E SHALL BE FOR BUILDINGS, LANDSCAPING AND PARKING SUBSTANTIALLY CONSISTENT WITH THE MASTER PLAN AND DESIGN STANDARDS DATED JUNE 8, 2005 ON FILE WITH THE CITY OF WOODINVILLE.
24. CONNECTIONS TO THE KING COUNTY REGIONAL TRAIL SYSTEM WILL BE CONSISTENT WITH THE CONCEPTUAL OPEN SPACE MASTER PLAN ON FILE WITH THE CITY OF WOODINVILLE.
25. PRIOR TO BUILDING PERMIT ISSUANCE FOR ANY STRUCTURE ON PARCELS A, B, OR C, THE DEVELOPER SHALL APPLY FOR AND OBTAIN AN AMENDMENT TO THIS BINDING SITE PLAN DEPICTING AND EFFECTING A DEDICATION OF REAL PROPERTY LOCATED ON PARCELS A, B, C, AND E IN AN AMOUNT SPECIFIED BY THE CITY OF WOODINVILLE CITY ENGINEER PURSUANT TO APPLICABLE STANDARDS AND AS NECESSARY TO ACCOMMODATE THE CONSTRUCTION OF THE PROPOSED ROUNDABOUTS ADJACENT TO PARCELS A, B, C, AND E. PROVIDED, IN THE EVENT THE CITY DOES NOT PROVIDE THE WOODINVILLE VILLAGE DEVELOPER WITH A CITY APPROVED DESIGN FOR THE ROUNDABOUT PROJECT BY APR. 1, 2006, THE DEVELOPER MAY OBTAIN BUILDING PERMIT ISSUANCE PURSUANT TO CITY STANDARDS AND PROCESSES, BUT SHALL OBTAIN APPROVAL OF THE ABOVE REFERENCED BINDING SITE PLAN AMENDMENT NO LATER THAN 90 DAYS AFTER RECEIVING SAID ROUNDABOUTS DESIGN FROM THE CITY.
26. THE OWNERS SHALL APPLY FOR AND OBTAIN AN AMENDMENT TO THIS BINDING SITE PLAN DEPICTING AND EFFECTING A DEDICATION OF DRAINAGE EASEMENT LOCATIONS FOR STORM WATER TREATMENT AND CONVEYANCE OF STORM WATER RUNOFF FROM ADJACENT PUBLIC ROADWAYS WITHIN NINETY (90) DAYS OF CITY APPROVAL OF THE DESIGN FOR SAID STORM WATER TREATMENT AND CONVEYANCE
27. SUBJECT TO CONDITIONS AND AGREEMENTS CONTAINED WITH THE WOODINVILLE VILLAGE MASTER PLAN DEVELOPMENT AGREEMENT RECORD UNDER RECORDING NUMBER 20051222002238
28. SUBJECT TO PRIVATE COVENANTS, CONDITIONS AND RESTRICTIONS UNDER RECORDING NUMBER 20051222002237
29. FOR METES AND BOUNDS DESCRIPTIONS SEE SHEET 3.
30. SHOULD CONFLICT OCCUR BETWEEN THE METES AND BOUNDS DESCRIPTIONS FOR PARCELS A-E AS SHOWN ON SHEET 3, REQUIRED BY THE CITY OF WOODINVILLE, AND THE BINDING SITE PLAN, THE BINDING SITE PLAN MAP WILL TAKE PRECEDENT.

0 200 400 600
Scale 1" = 200'

SHEET INDEX



FOR BOUNDARY INFORMATION, SEE SHEETS 3 AND 4

STATE OF WASHINGTON
CHARLES S. BOSTICK
35145
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES: 8/10/07

12/7/05

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 289, WOODINVILLE, WA 98072 (425) 486-1252

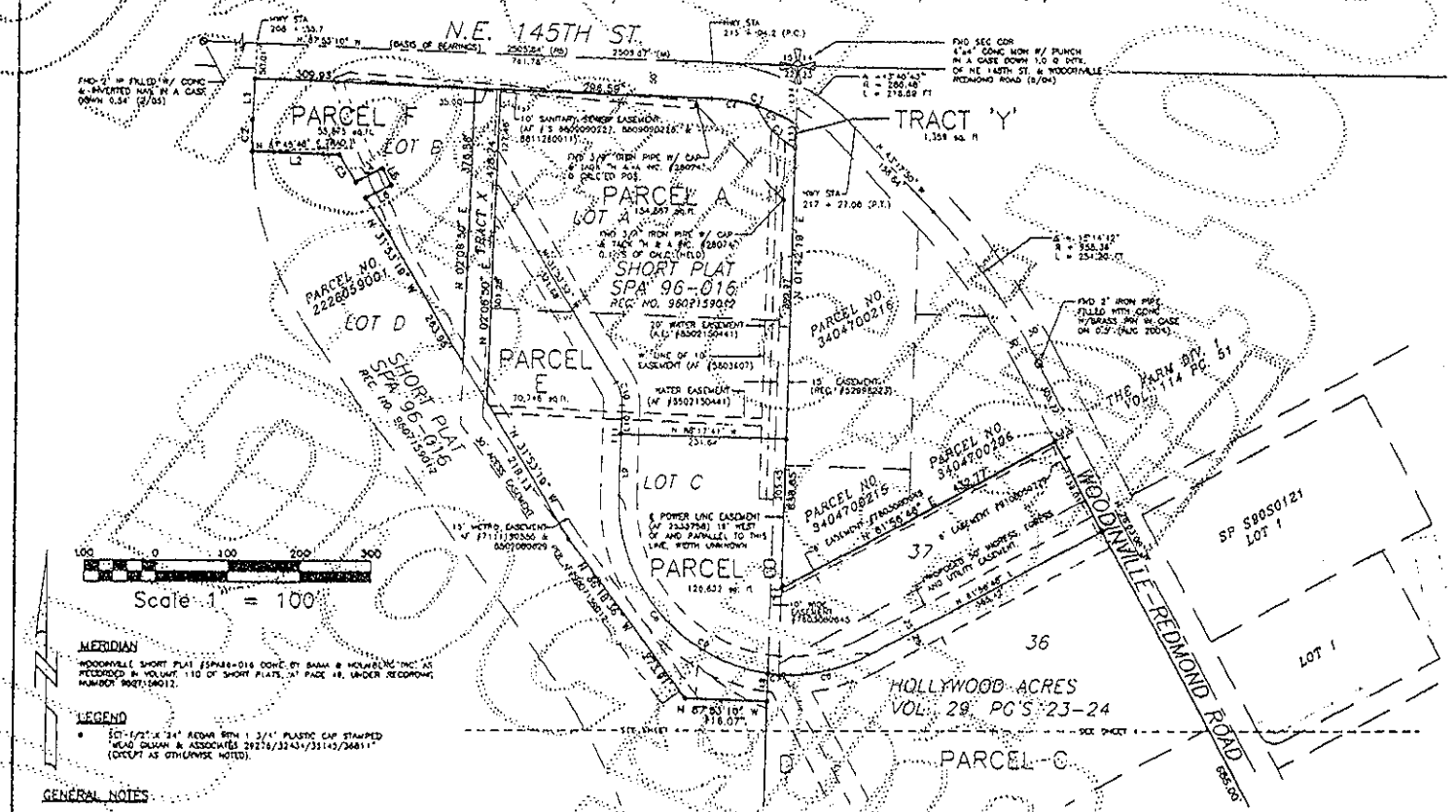
DRAWN BY: MRP	DATE: 3-23-05	JOB NO.: 04121
CHKD BY: CSB	SCALE: 1" = 200'	SHEET: 2 OF 5

232/055

WOODINVILLE VILLAGE

A BINDING SITE PLAN

NE1/4, NE1/4, SEC. 22, T. 26 N., R. 5 E., W.M.
NW1/4, NW1/4, SEC. 23, T. 26 N., R. 5 E., W.M.



MERIDIAN

WOODINVILLE SHORT PLAT #SPA96-016 DONE BY BAMA & HOLMBERG INC. AS RECORDED IN VOLUME 110 OF SHORT PLATS, AT PAGE 48, UNDER RECORDING NUMBER 9607159012.

LEGEND

- 5/8"x24" REBAR WITH 1 3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 29276/32431/35143/36811" (UNLESS OTHERWISE NOTED).

GENERAL NOTES

1. A TOPCON 3" ELECTRONIC TOTAL STATION WAS USED FOR THIS FIELD TRAVERSE SURVEY. ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090. CONTROLING CORNERS VISITED FEB 2004

REFERENCES

1. RECORD OF SURVEY FOR NUR DEVELOPMENT DONE BY MEAD GILMAN AND ASSOCIATES AS RECORDED IN VOLUME 160 OF SURVEYS, AT PAGE 102, UNDER RECORDING NUMBER 200412290000018.
2. RECORD OF SURVEY FOR TOSHIO FUNAI DONE BY MEAD GILMAN & ASSOCIATES AS RECORDED IN VOLUME 42 OF SURVEYS, AT PAGE 108, UNDER RECORDING NUMBER 8610310005.
3. RECORD OF SURVEY FOR TOSHIO FUNAI & JOSEPH JOOR DONE BY DONOVO ENGINEERS INC. AS RECORDED IN VOLUME 3 OF SURVEYS, AT PAGE 275, UNDER RECORDING NUMBER 7811229005
4. RECORD OF SURVEY FOR DANIEL KUNNEY DONE BY MEAD GILMAN & ASSOCIATES AS RECORDED IN VOLUME 2 OF SURVEYS, AT PAGE 334, UNDER RECORDING NUMBER 7408170587.
5. WOODINVILLE SHORT PLAT #SPA96-016 DONE BY BAMA & HOLMBERG INC. AS RECORDED IN VOLUME 110 OF SHORT PLATS, AT PAGE 48, UNDER RECORDING NUMBER 9607159012

LINE TABLE:

NUMBER	DIRECTION	DISTANCE
L1	N 07°06'50" E	55.11
L2	N 87°53'10" W	33.31
L3	N 31°53'19" W	43.86
L4	N 61°50'50" E	29.83
L5	N 87°53'10" W	16.00
L6	N 61°50'50" E	34.34
L7	N 87°53'10" W	15.00
L8	N 01°42'19" E	39.03
L9	N 01°43'01" E	64.31
L10	N 01°43'01" E	33.02
L11	N 01°43'01" E	126.13
L12	N 01°42'19" E	51.22
L14	N 01°42'19" E	51.47
L15	N 61°50'50" E	35.00

CURVE TABLE:

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH
C1	30°46'01"	236.46	127.11
C2	09°12'14"	477.00	76.63
C3	42°18'48"	104.34	80.48
C4	13°50'08"	304.46	73.07
C5	14°47'33"	236.46	61.05
C6	30°18'34"	240.00	126.93
C7	03°33'19"	240.00	14.91
C8	04°35'53"	240.00	193.67
C9	119°48'18"	240.00	501.79
C10	33°38'54"	35.00	20.97

12/4/05

STATE OF WASHINGTON 35143 REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 5/19/07

Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 1288, WOODINVILLE, WA. 98072 (425) 488-1252

DRAWN BY:	DATE:	JOB NO.:
MRP	3-25-05	04121
CHKD BY:	SCALE:	SHEET:
CSB	1" = 100'	3 OF 5

2327057

WOODINVILLE VILLAGE

A BINDING SITE PLAN

NE1/4, NE1/4, SEC. 22, T. 26 N., R. 5 E., W.M.
NW1/4, NW1/4, SEC. 23, T. 26 N., R. 5 E., W.M.

METES AND BOUNDS LEGAL DESCRIPTIONS:
(BINDING SITE PLAN DESCRIPTIONS)

PARCEL A

A PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. IN KING COUNTY, WASHINGTON, ALSO BEING A PORTION OF LOTS A & D OF CITY OF WOODINVILLE SHORT PLAT SPA 98-016 AS RECORDED UNDER RECORDING NUMBER 9907159012 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;
THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION, SOUTH 01°42'19" WEST 112.08 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°42'19" WEST 306.87 FEET;
THENCE NORTH 88°17'41" WEST 231.84 FEET;
THENCE NORTH 01°42'09" EAST 39.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'54" AN ARC LENGTH OF 37.27 FEET;
THENCE NORTH 31°54'51" WEST 331.68
THENCE NORTH 02°06'50" EAST 127.46 FEET TO THE SOUTHERLY MARGIN OF THE N.E. 145TH STREET;
THENCE ALONG SAID MARGIN SOUTH 87°53'10" EAST 298.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 236.48 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°00'28" AN ARC LENGTH OF 68.07 FEET TO THE CUSP OF A CURVE CONCAVE TO THE NORTHEAST WHOSE CENTER BEARS NORTH 68°12'29" EAST HAVING A RADIUS OF 104.36 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°11'06" AN ARC LENGTH OF 80.48 FEET TO THE POINT OF BEGINNING.

PARCEL B

A PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. AND THE NW ¼ OF THE NW ¼ OF SECTION 23, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. BEING ALSO A PORTION OF TRACTS 36 AND 37 OF THE PLAT OF HOLLYWOOD ACRES, AS RECORDED IN VOLUME 29, PAGES 23 AND 24, AND ALSO BEING A PORTION OF LOT C OF CITY OF WOODINVILLE SHORT PLAT SPA 98-016 RECORDED UNDER RECORDING NUMBER 9907159012 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22.
THENCE SOUTH ALONG THE LINE COMMON TO SAID SECTION 22 AND SECTION 23, SOUTH 01°42'19" WEST 612.66 FEET; TO THE POINT OF BEGINNING.
THENCE NORTH 88°17'41" WEST 231.84 FEET;
THENCE SOUTH 01°43'02" WEST 84.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 119°46'18" AN ARC LENGTH OF 501.99 FEET;
THENCE NORTH 61°58'46" EAST 383.42 FEET TO THE SOUTHWESTERLY MARGIN OF THE WOODINVILLE-REDMOND ROAD;
THENCE ALONG SAID MARGIN NORTH 28°03'06" WEST 436.01 FEET TO THE NORTHERLY LINE OF THE SOUTHEASTERLY 80 FEET IN WIDTH OF SAID TRACT 37;
THENCE SOUTH 61°58'46" WEST, ALONG SAID NORTHERLY LINE, 432.77 FEET TO THE LINE COMMON TO SAID SECTION 22 AND SECTION 23;
THENCE ALONG SAID COMMON LINE NORTH 01°42'19" EAST 205.43 FEET TO THE POINT OF BEGINNING.

PARCEL C

A PORTION OF THE N ½ OF THE NW ¼ SECTION 23, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;
THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 23 SOUTH 01°42'19" WEST 836.88 FEET TO INTERSECT AN ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 63°41'47" EAST HAVING A RADIUS OF 240.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'23" AN ARC LENGTH OF 6.73 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 50°16'34" AN ARC LENGTH OF 129.82 FEET;
THENCE NORTH 61°58'46" EAST 383.42 FEET TO THE SOUTHWESTERLY MARGIN OF THE WOODINVILLE REDMOND ROAD;
THENCE ALONG SAID MARGIN SOUTH 28°03'06" EAST 345.88 FEET TO THE NORTHERLY MARGIN OF N.E. 143RD STREET;
THENCE ALONG SAID MARGIN SOUTH 61°58'46" WEST 406.40 FEET;
THENCE NORTH 28°03'14" WEST 378.12 FEET TO THE POINT OF BEGINNING.

PARCEL D

A PORTION OF THE NE ¼ OF THE NE ¼ SECTION 22 TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. AND THE NW ¼ OF THE NW ¼ SECTION 23 TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. ALSO BEING A PORTION OF TRACTS 35 AND 36, PLAT OF HOLLYWOOD ACRES, VOL. 29, PGS 23 AND 24, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;
THENCE SOUTH ALONG THE COMMON LINE OF SAID SECTIONS 22 AND 23 SOUTH 01°42'19" WEST 838.88 FEET TO INTERSECT AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET WHOSE CENTER BEARS NORTH 62°41'47" EAST;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'23" AN ARC LENGTH OF 6.73 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 28°03'14" EAST 378.12 FEET TO THE NORTHERLY MARGIN OF N.E. 143RD STREET;
THENCE ALONG SAID MARGIN SOUTH 61°58'46" WEST 338.00 FEET TO A LINE COMMON TO SAID SECTIONS 22 AND 23;
THENCE NORTH 01°42'19" EAST, ALONG SAID COMMON LINE, 200.01 FEET;
THENCE NORTH 87°57'18" WEST 19.00 FEET;
THENCE NORTH 01°42'19" EAST, 471.20 FEET, TO INTERSECT AN ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 07°57'08" EAST HAVING A RADIUS OF 240.00 FEET;
THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°31'49" AN ARC LENGTH OF 31.31 FEET TO THE POINT OF BEGINNING.

PARCEL E

A PORTION OF THE NE ¼, OF THE NE ¼, OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. ALSO BEING A PORTION OF LOTS A & C OF CITY OF WOODINVILLE SHORT PLAT SPA 98-016 AS RECORDED UNDER RECORDING NUMBER 9907159012 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22.
THENCE WEST ALONG THE CENTER LINE OF N.E. 145TH STREET, NORTH 87°53'10" WEST 761.76 FEET TO A POINT INTERSECTING THE NORTHERLY PROLONGATION OF THE MOST WESTERLY LINE OF LOT B OF SAID SHORT PLAT;
THENCE SOUTH 02°58'10" WEST ALONG SAID PROLONGATION 50.01 FEET;
THENCE SOUTH 87°53'10" EAST ALONG THE SOUTHERN MARGIN OF SAID 145TH STREET 344.93 FEET TO THE NW CORNER OF SAID LOT A;
THENCE SOUTH 02°06'50" WEST 127.46 FEET ALONG THE WESTERLY LINE OF TRACT A TO THE POINT OF BEGINNING;
THENCE SOUTH 31°53'51" EAST 221.68 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°38'54" AN ARC LENGTH OF 32.27 FEET;
THENCE SOUTH 01°45'03" WEST 134.12 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 240.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°35'03" AN ARC LENGTH OF 3.80 FEET TO THE EASTERLY LINE OF LOT C OF SAID SHORT PLAT;
THENCE SOUTH 01°42'19" WEST ALONG SAID EAST LINE 39.03 FEET TO THE LINE COMMON TO LOTS C AND D OF SAID SHORT PLAT SAID LINE ALSO ALONG COMMON TO LOTS B AND D OF SAID SHORT PLAT;
THENCE NORTH 87°53'10" WEST 174.07 FEET ALONG SAID COMMON LINE;
THENCE NORTH 30°18'36" WEST 223.34 FEET ALONG SAID COMMON LINE;
THENCE NORTH 31°53'18" WEST 314.73 FEET ALONG SAID COMMON LINE;
THENCE NORTH 02°06'50" EAST 50.28 FEET ALONG THE WESTERLY LINE OF TRACT A TO THE POINT OF BEGINNING.

PARCEL F

A PORTION OF THE NE ¼, OF THE NE ¼, OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M. ALSO KNOWN AS LOT B OF CITY OF WOODINVILLE SHORT PLAT SPA 98-016 AS RECORDED UNDER RECORDING NUMBER 9907159012 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22.
THENCE WEST ALONG THE CENTER LINE OF N.E. 145TH STREET, NORTH 87°53'10" WEST 761.76 FEET TO A POINT INTERSECTING THE NORTHERLY PROLONGATION OF THE MOST WESTERLY LINE OF LOT B OF SAID SHORT PLAT;
THENCE SOUTH 02°58'10" WEST ALONG SAID PROLONGATION 50.01 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 87°53'10" EAST ALONG THE SOUTHERN MARGIN OF SAID 145TH STREET 309.93 FEET;
THENCE SOUTH 02°06'50" WEST 378.86 FEET TO THE LINE COMMON TO LOTS C AND D OF SAID SHORT PLAT;
THENCE NORTH 31°53'18" WEST 263.85 FEET;
THENCE NORTH 61°58'30" EAST 36.54 FEET ALONG SAID COMMON LINE;
THENCE NORTH 28°03'40" WEST 28.00 FEET ALONG SAID COMMON LINE;
THENCE SOUTH 61°58'30" WEST 39.65 FEET ALONG SAID COMMON LINE;
THENCE NORTH 31°53'18" WEST 43.98 FEET ALONG SAID COMMON LINE;
THENCE NORTH 87°53'10" WEST 122.71 FEET ALONG SAID COMMON LINE TO INTERSECT AN ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH 87°59'18" EAST, HAVING A RADIUS OF 472.50 FEET SAID CURVE ALSO BEING THE WEST LINE OF LOT B;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°12'22" AN ARC LENGTH OF 42.93 FEET;
THENCE CONTINUING ALONG SAID WEST LINE NORTH 02°58'10" EAST 57.11 FEET TO THE POINT OF BEGINNING.

TRACT "A" (DEDICATION)

A PORTION OF THE NE ¼, OF THE NE ¼ OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, ALSO BEING A PORTION OF LOT A OF CITY OF WOODINVILLE SHORT PLAT SPA 98-016 AS RECORDED UNDER RECORDING NUMBER 9907159012 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 22;
THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION SOUTH 01°42'19" WEST 81.47 FEET, TO THE SOUTHERLY MARGIN OF NORTH EAST 145TH ST AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°42'19" WEST 31.22 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 24°01'23" EAST, HAVING A RADIUS OF 104.36 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'06" AN ARC LENGTH OF 80.48 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 17°13'48" WEST HAVING A RADIUS OF 236.48 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°17'33" AN ARC LENGTH OF 61.06 FEET TO THE POINT OF BEGINNING.

12/19/05

STATE OF WASHINGTON
33143
REGISTERED LAND SURVEYOR
EXPIRES 3/18/07

Mead Gilman & Assoc. PROFESSIONAL LAND SURVEYORS P.O. BOX 289, WOODINVILLE, WA. 98072 (425) 486-1252		
DRAWN BY: MRP	DATE: 03-25-05	JOB NO.: 04123
CHKD BY: CSB	SCALE: N/A	SHEET: 5 OF 5

WOODINVILLE VILLAGE

WOODINVILLE WASHINGTON

MASTER PLAN & DESIGN STANDARDS

2005

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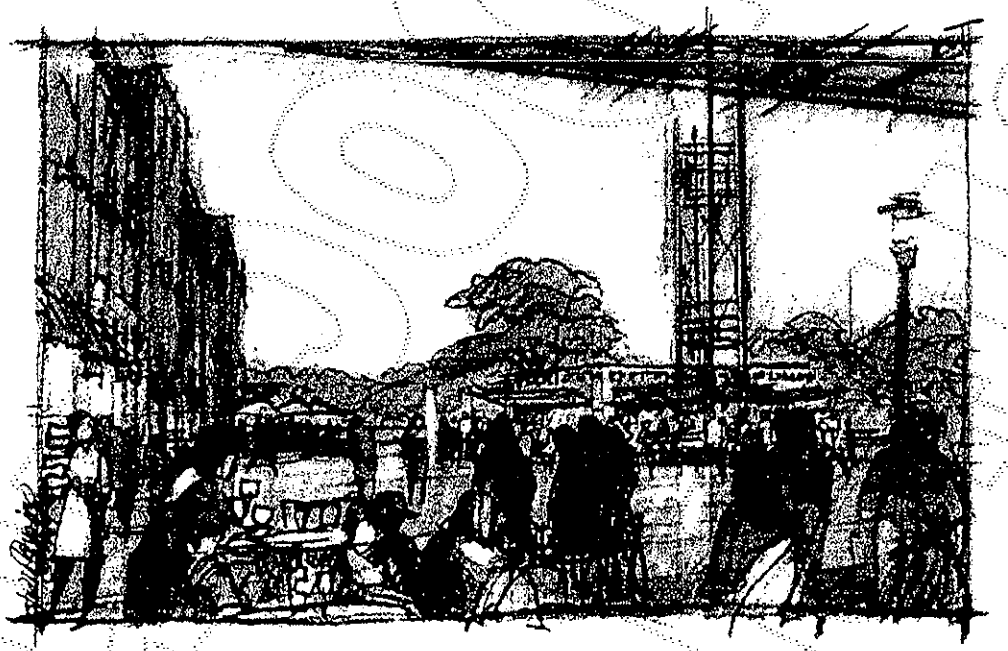

6.6.2005

MJR DEVELOPMENT

TISCARENO ASSOCIATES

UNOFFICIAL DOCUMENT

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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.

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

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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.

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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.

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.

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.**

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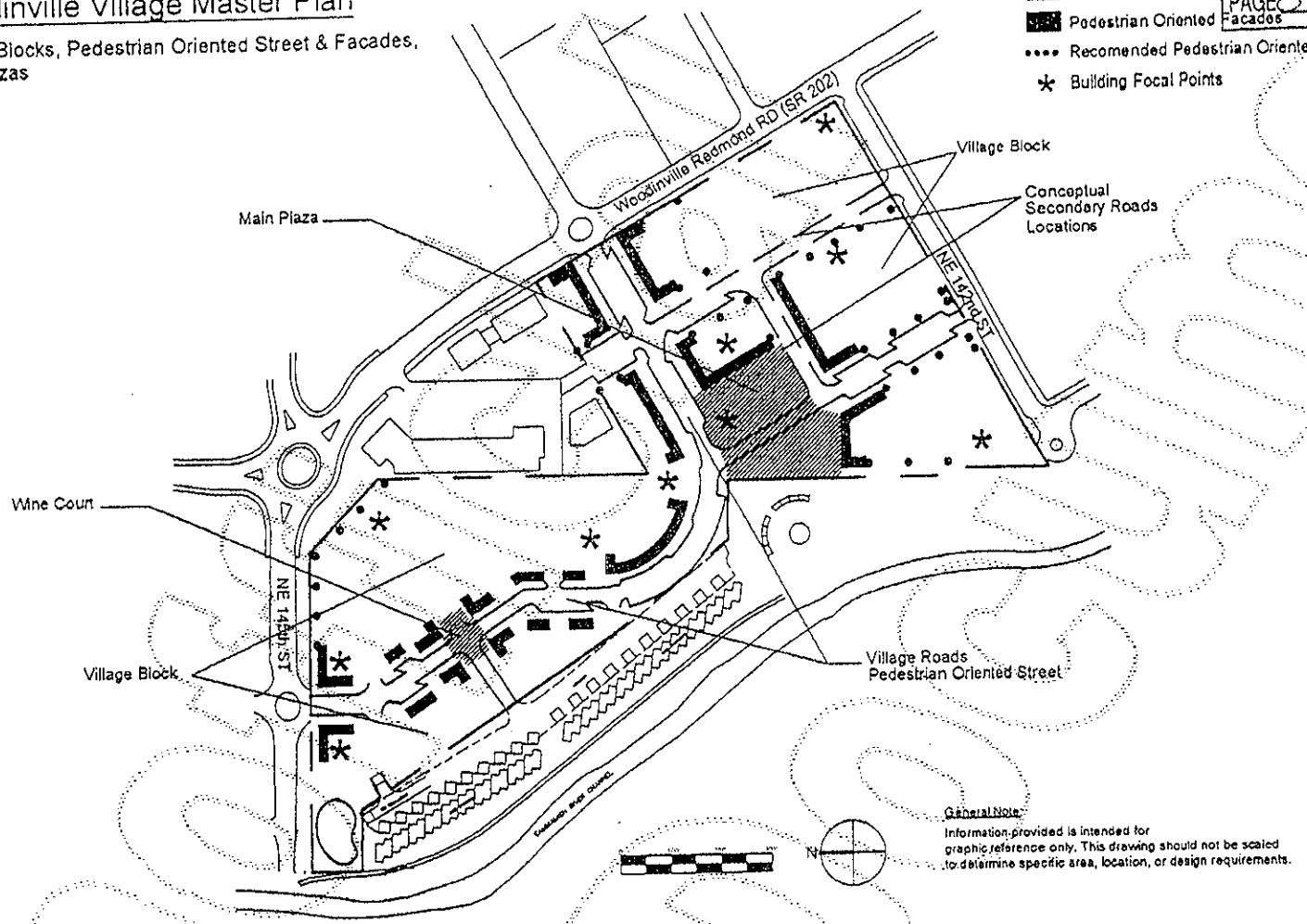
Woodinville Village Master Plan

Village Blocks, Pedestrian Oriented Street & Facades, and Plazas



General Note:
Information provided is intended for graphic reference only. This drawing should not be scaled to determine specific area, location, or design requirements.

WOODINVILLE VILLAGE
WOODINVILLE WASHINGTON

MASTER PLAN & DESIGN STANDARDS
2005

Woodinville Village
Conceptual Plan

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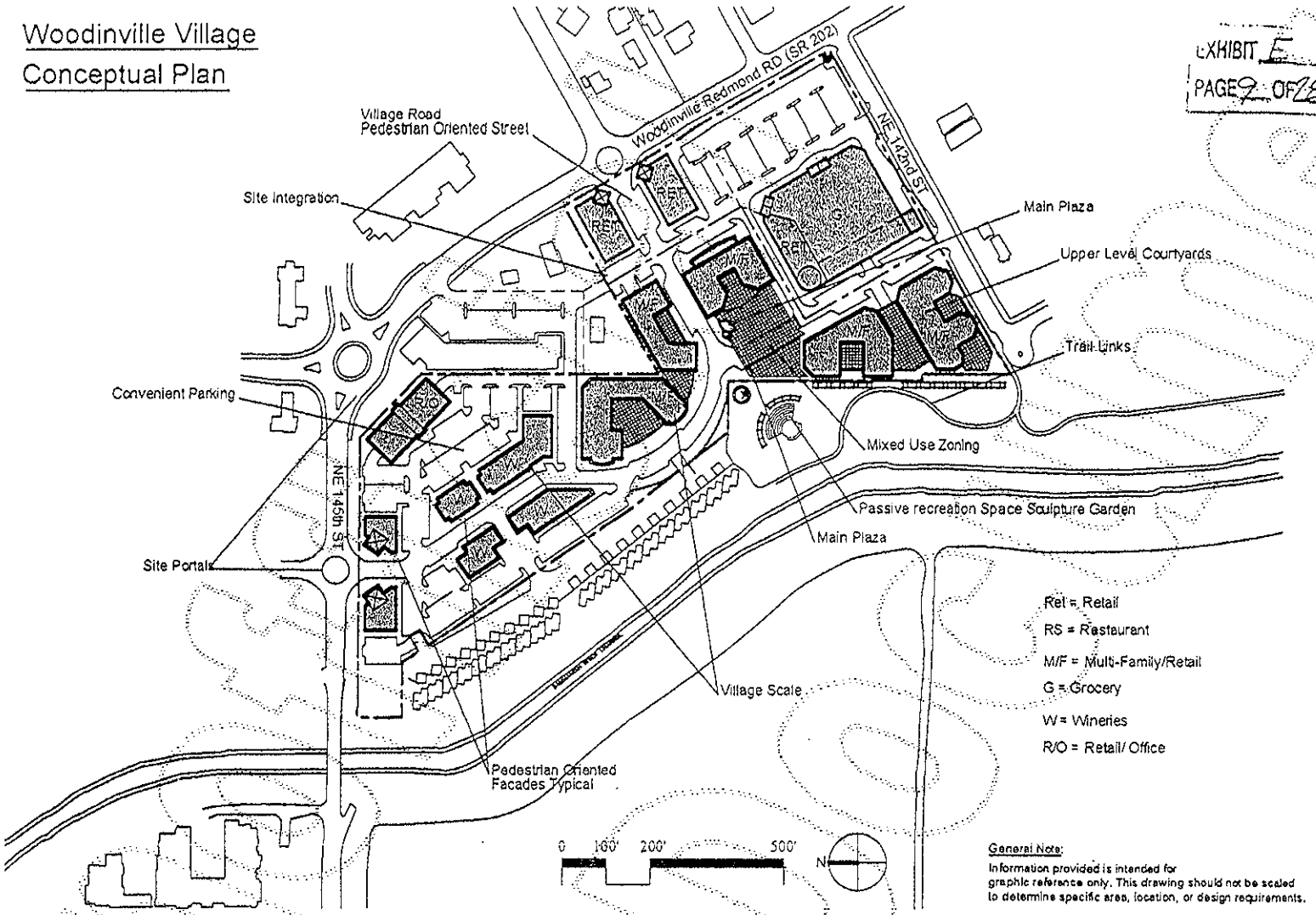

General Note:
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A: TYPICAL SECTION WITH PARALLEL PARKING
ACTIVE RETAIL STREET STANDARDS

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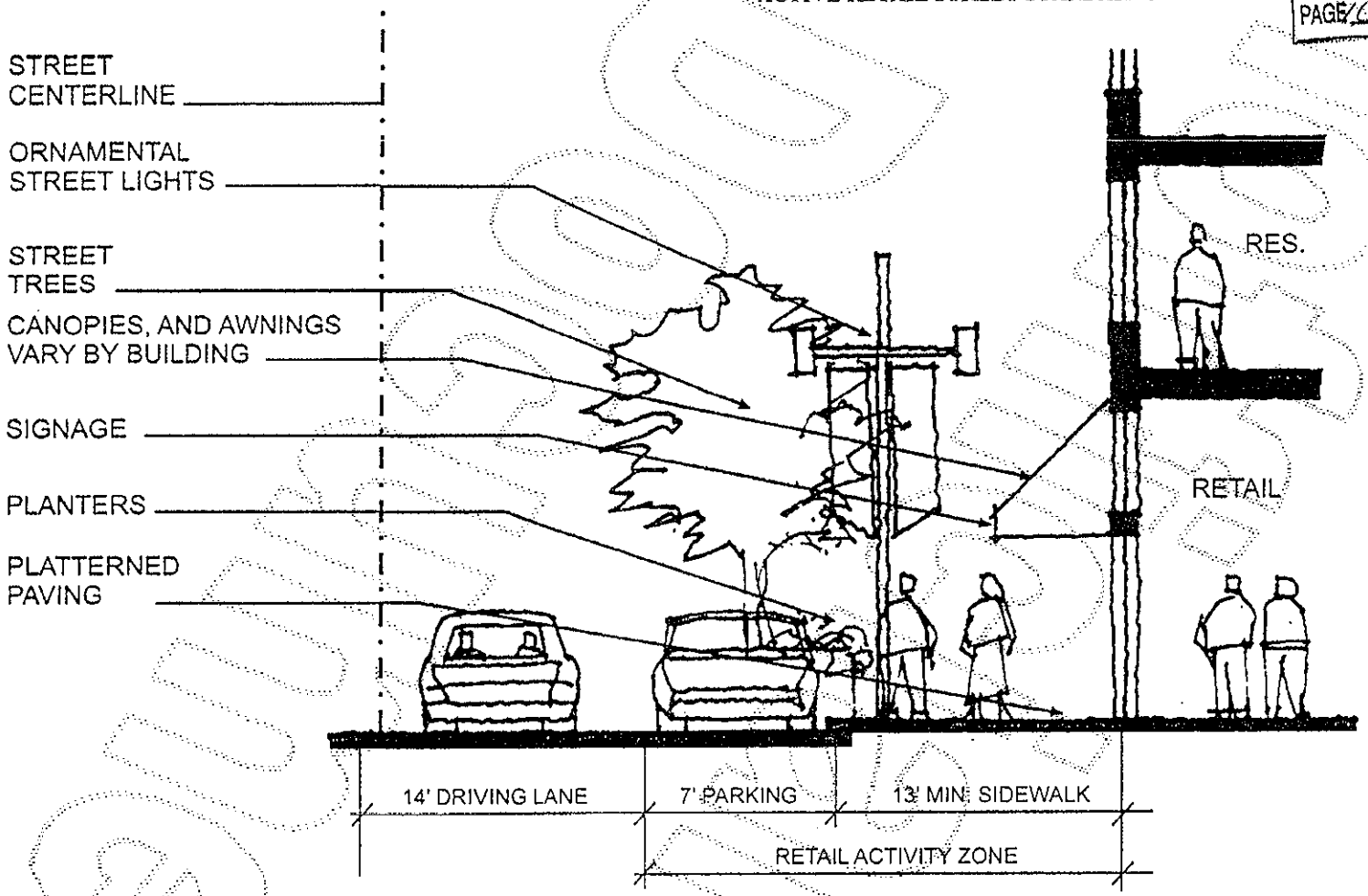

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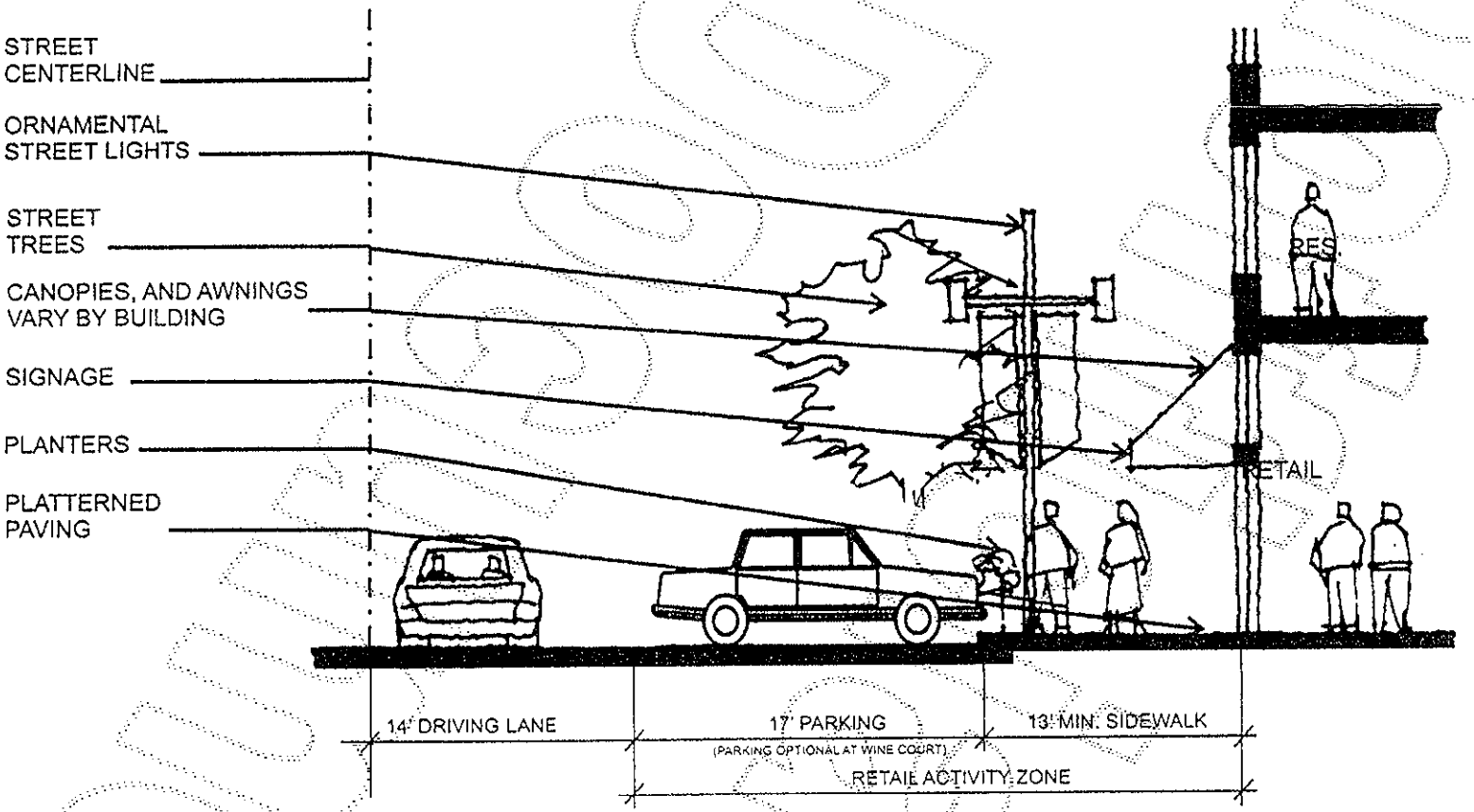
B: TYPICAL SECTION WITH ANGLE PARKING
ACTIVE RETAIL STREET STANDARD



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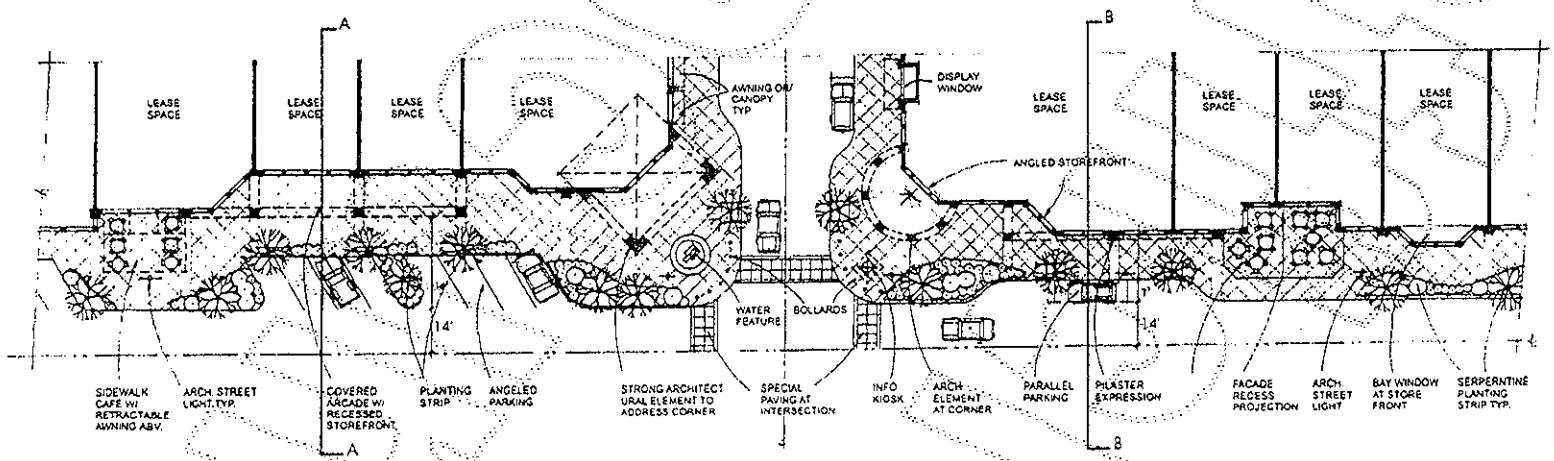
ACTIVE RETAIL STREET STANDARDS - TYPICAL



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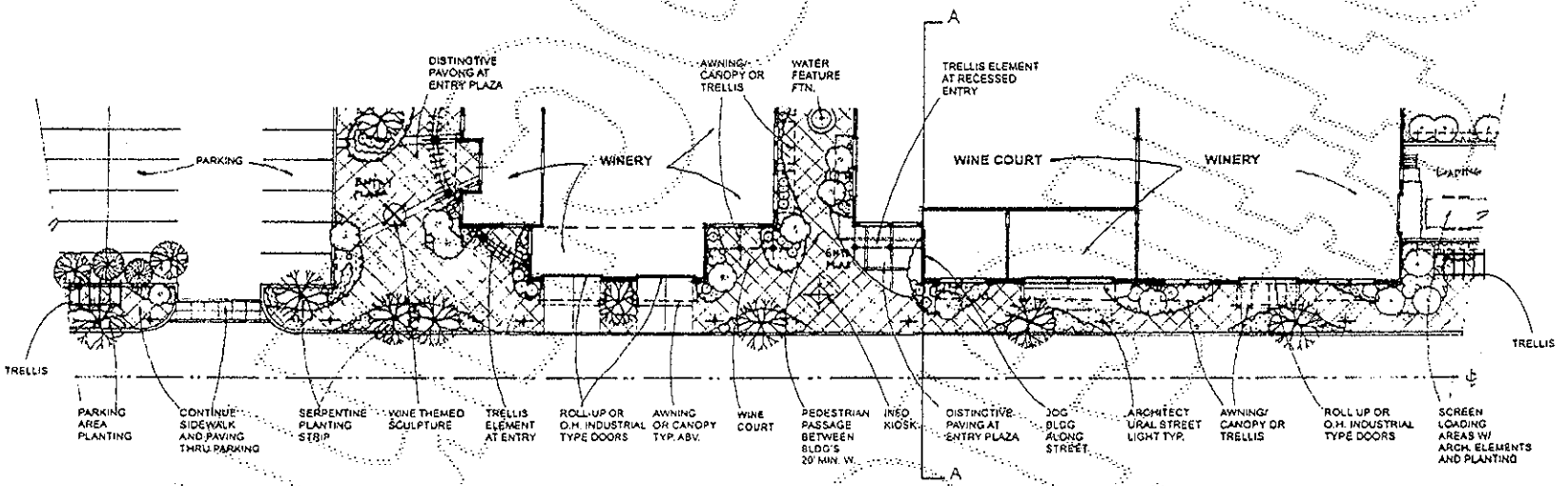
ACTIVE RETAIL STREET STANDARDS – AT WINERIES



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Architectural Intent

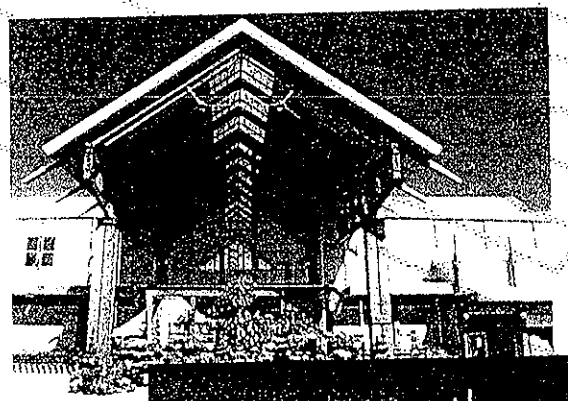
Woodinville Village is part of the Tourist District and therefore needs to create a strong sense of place and experience for the visitor. The intent of the Design Standards at Woodinville Village is to create a mixed use development with a cohesive theme, and complementary building designs within the 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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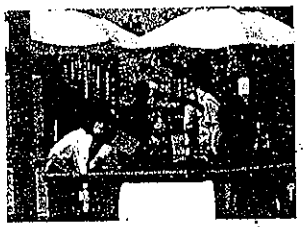
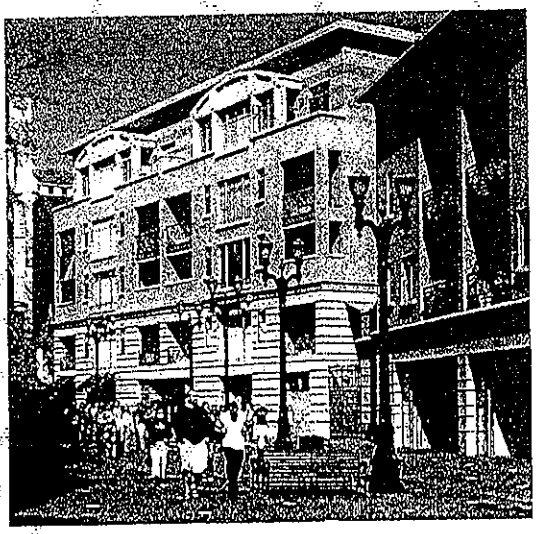
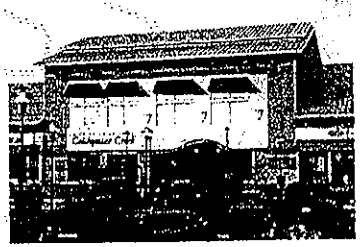
ARCHITECTURAL INTENT



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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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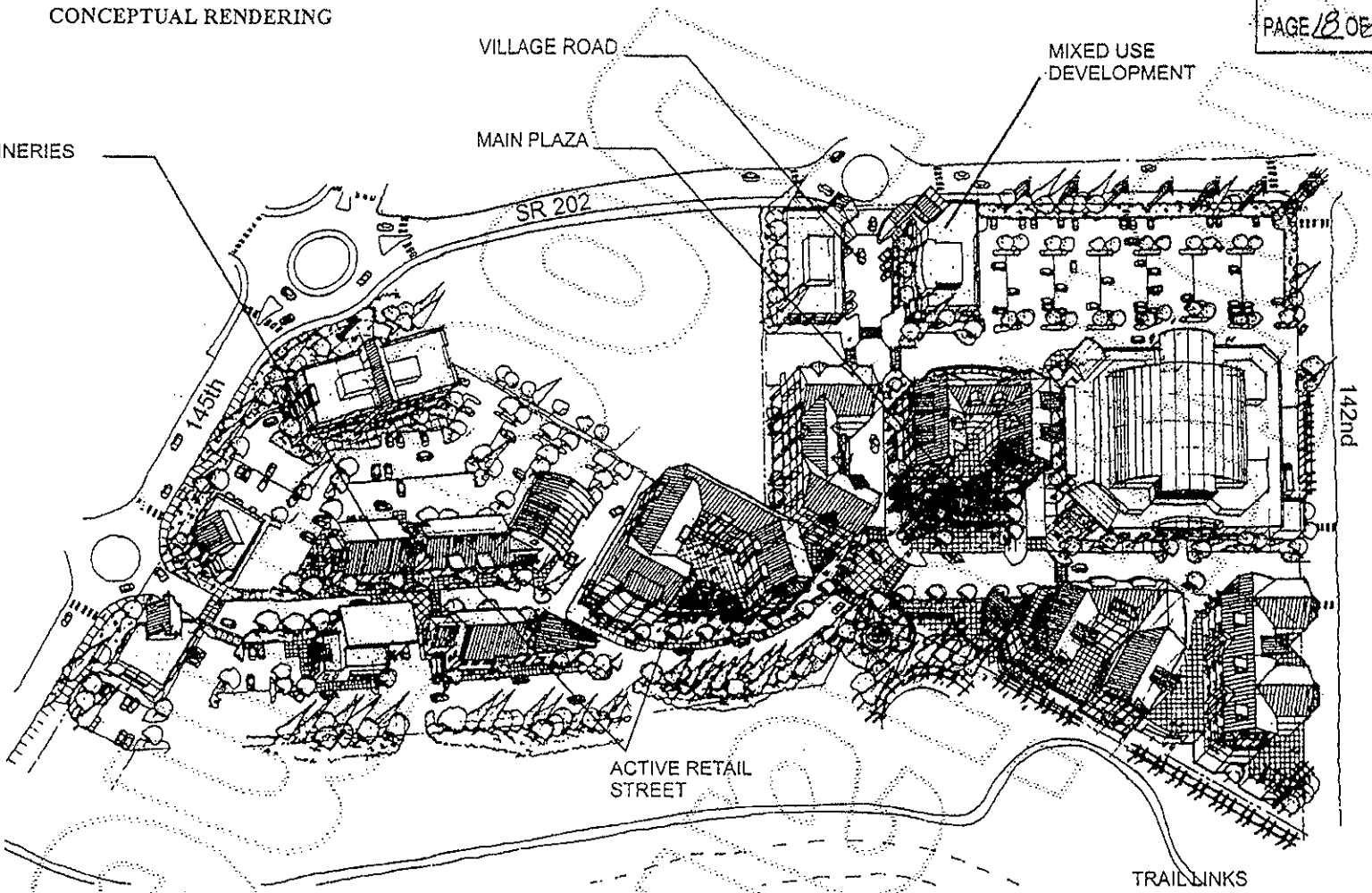
CONCEPTUAL RENDERING



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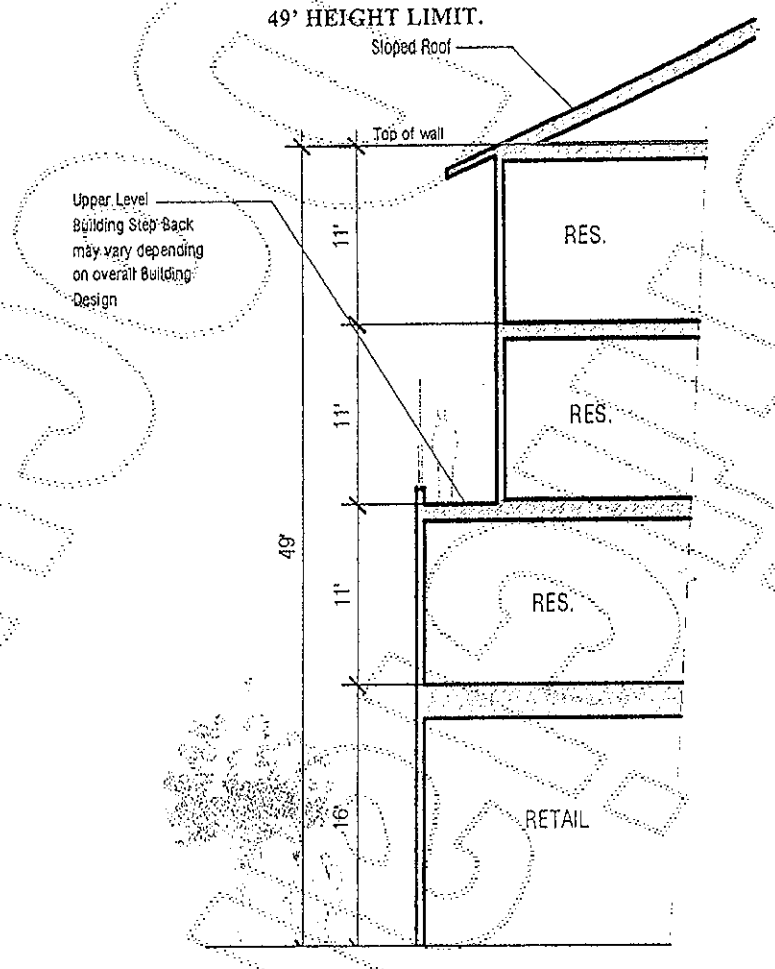
WOODINVILLE VILLAGE - MIXED USE BUILDING WITH UPPER LEVEL RESIDENTIAL USE AND SLOPED ROOF - 49' HEIGHT LIMIT.



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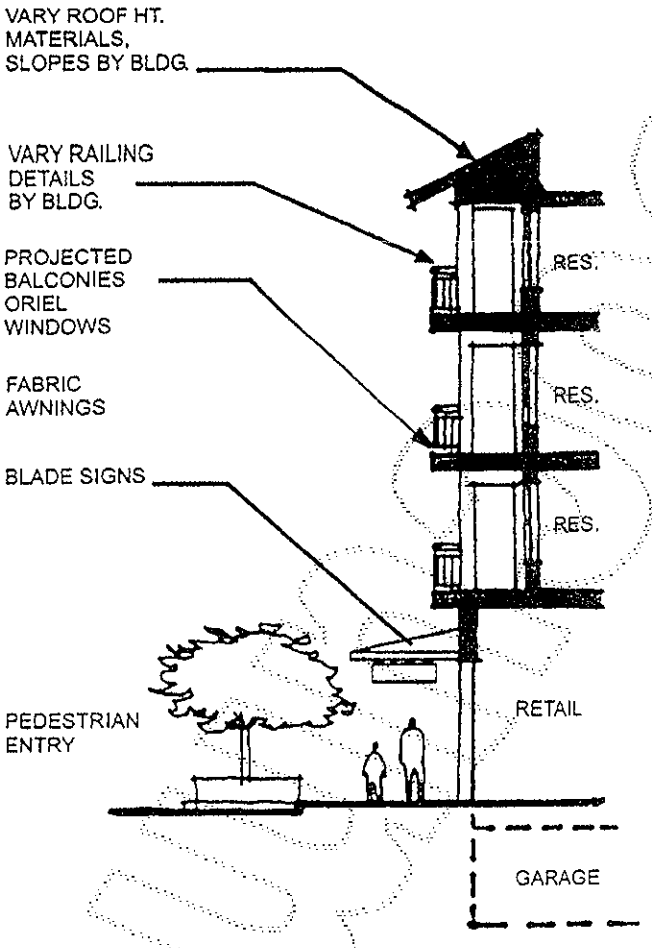
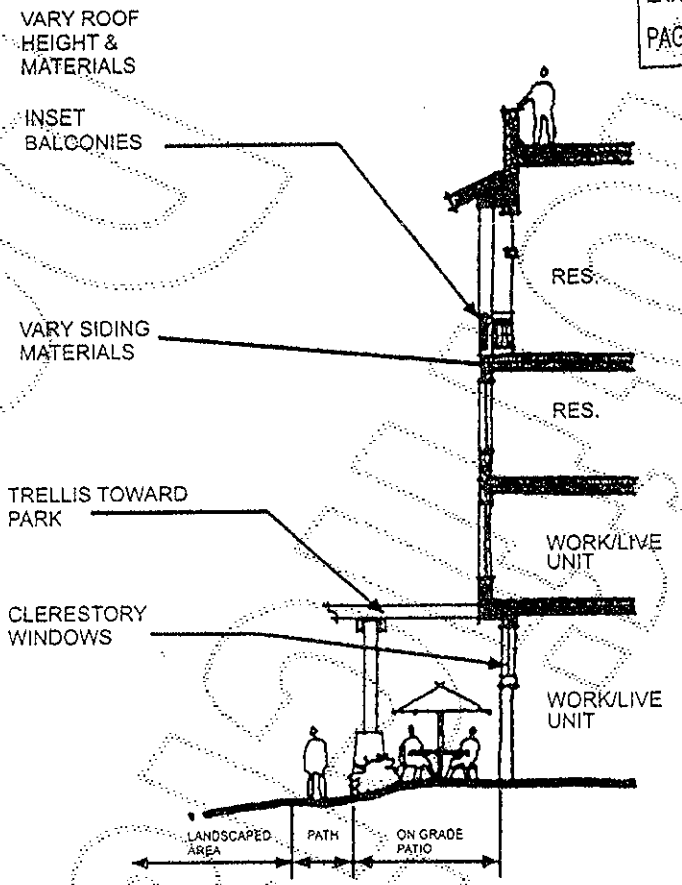


TYPICAL RETAIL/RESIDENTIAL MIXED USE BUILDING



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.

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- 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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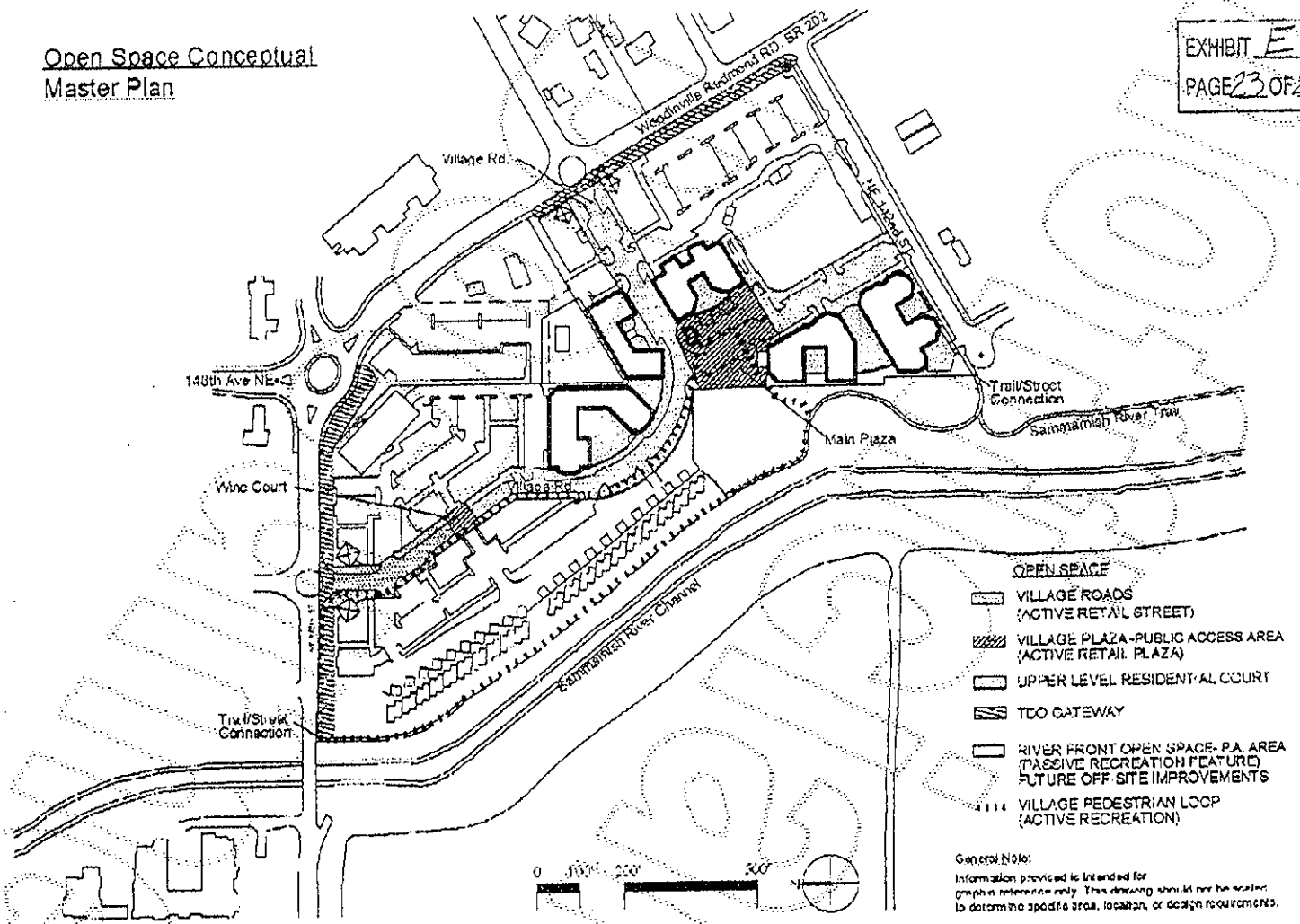

WOODINVILLE VILLAGE | MASTER PLAN & DESIGN STANDARDS

WOODINVILLE WASHINGTON | 2005

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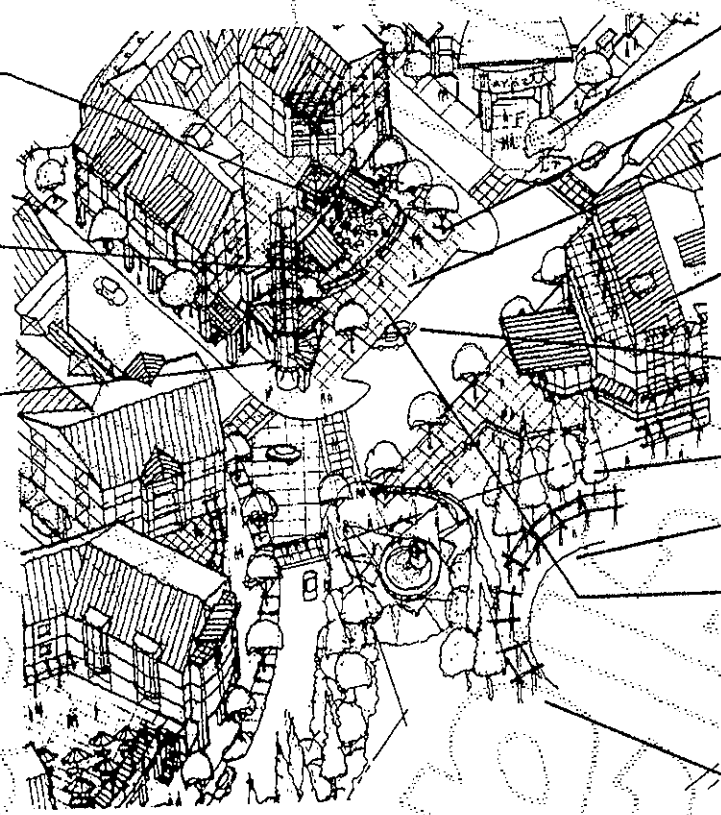
MAIN PLAZA – OPEN SPACE



PEDESTRIAN SEATING AREAS

ACTIVE STREET RETAIL

THEME KIOSK

STREET TREES

LANDSCAPE PLANTERS

UNIQUE HARDSCAPE AREA PATTERN AND SURFACES

RESIDENTIAL OVER RETAIL/RESTAURANT SPACES

CARS ALLOWED IN PLAZA/ BUT IS A PEDESTRIAN SPACE

ARBOR TRELLIS FEATURE

RIVER FRONT GREEN SPACE

PLAZA DESIGNED TO ACCOMMODATE LARGE AND SMALL GATHERINGS

TRAIL ACCESS

DRAFT

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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.

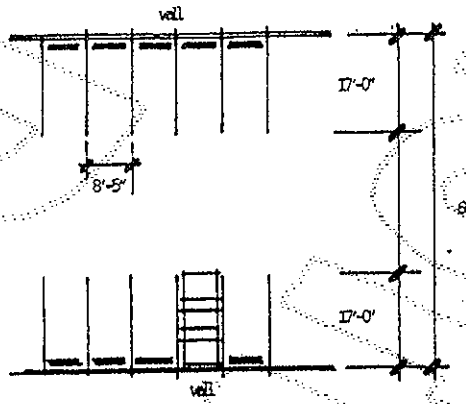

Figure 33: 90° parking standard for head in to wall stalls

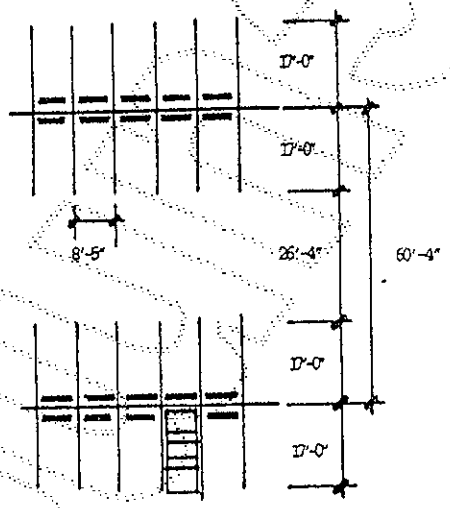

Figure 32: 90° parking standard for head on /face-to-face stalls.

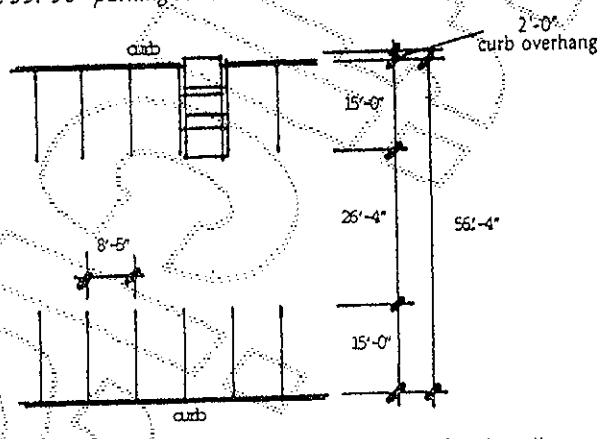

Figure 34: 90° pkg. standards for wheel overhang of curb stalls

SURFACE PARKING

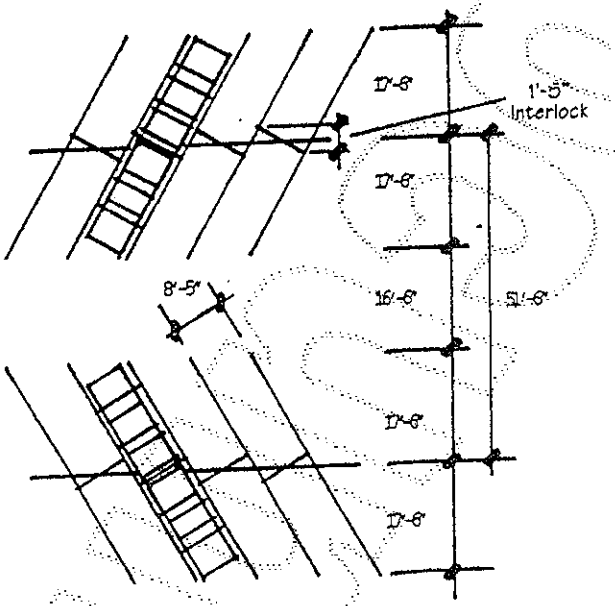

Figure 35: 60° parking standard for head on / face-to-face stalls

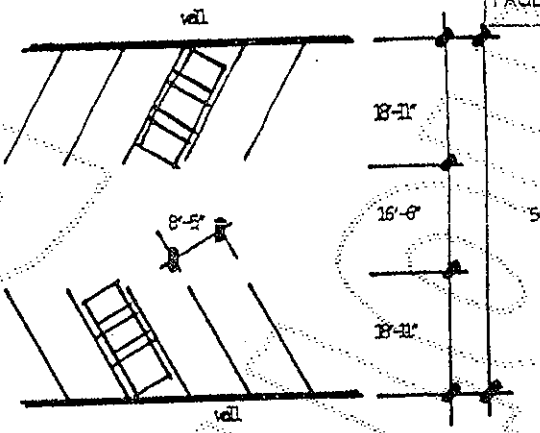

Figure 36: 60° parking standard for head in to wall stalls

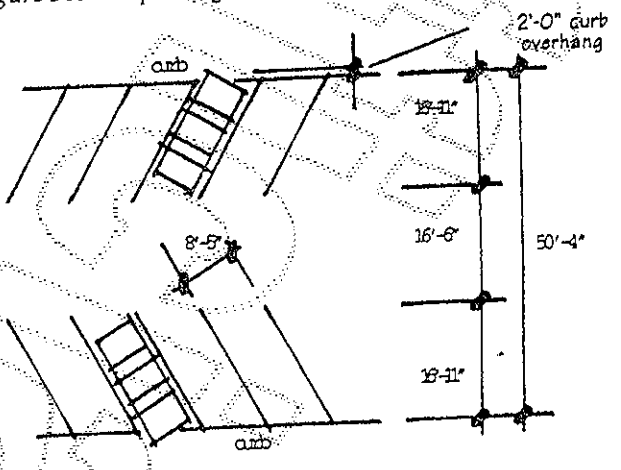

Figure 37: 60° pkg. standards for wheel overhang of curb stalls