



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Stephen Neuenschwander, Planning Manager

DATE: September 23, 2020

MEETING DATE: September 24, 2020

RE: Res. No. 2020-26 - Triad Maple Development Agreement – *Revised Development Agreement*

I. SUBJECT

Several grammatical errors and timing sequence correction in Section 6.2 have been made to the draft agreement. None of the revisions are substantive in nature. The revision to Section 6.2 replaces the date deadline (September 1, 2020) to submit the bridge construction plans and, in its place, provides a timeline within which the Public Works Department will review the canal bridge plans. The developer has reviewed the proposed revisions and concurred with them.

VI. REFERENCE(S)/EXHIBITS

1. Revised development agreement dated September 22, 2020.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

RESOLUTION NO. 2020-26

A RESOLUTION, approving a Development Agreement between the City of Wenatchee, Triad Maple, LLC, Beaconsfield Associates, Beaconsfield Associates II, LP, and Barton Clennon and Sheila Clennon.

WHEREAS, Barton and Sheila Clennon (“Clennon”) are the owners of certain real property located within the City of Wenatchee (“City”), Chelan County, Washington and more fully described on Exhibit “A” attached hereto (“the Property”); and

WHEREAS, Triad Maple, LLC, Beaconsfield Associates, Beaconsfield Associates II, LP, Mike Wade and Karen Wade, and Clennon (“Triad, et. al.”) have entered into a purchase agreement for the Property and desire to develop the Property; and

WHEREAS, Triad, et al. is applying to the City for approval of a subdivision of the Property (“the Subdivision”); and

WHEREAS, Triad et al., has proposed a Development Agreement to establish guidelines, standards and infrastructure improvements that will govern the Subdivision.

WHEREAS, Chapter 36.70B RCW authorizes the City to enter into development agreements setting forth the development standards and other provisions that apply to, govern and vest the development; and

WHEREAS, a duly advertised public hearing was held before the City Council on September 24, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE that the Development Agreement in the form attached hereto as Exhibit “B” shall be and hereby is approved and that the Mayor is authorized to sign the same.

PASSED BY THE CITY COUNCIL OF THE CITY OF

WENATCHEE at a regular meeting thereof this _____ day of September, 2020.

CITY OF WENATCHEE, a Municipal
corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

Exhibit A

Parcel A:

The Southeast quarter of the Northwest quarter of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington.

Parcel B:

That portion of the North half of the North half of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows:

Commencing at the North quarter corner of said Section 32, a brass cap monument as described in the Land Corner Record Form recorded under Auditor's File No. 9503 130008; thence South 0°36'32" East, along the centerline of said Section 1319.06 feet to the center North 1/16, a 5/8" iron pin and the True Point of Beginning; thence South 89°38'53" East, along the South line of said North half of said Section 32, 825.54 feet to the West line of the parcel described in Deed recorded in Book 1034 of deeds pages 68-72, records of Chelan County, Washington; thence North 7°34'39" East, along said West line 671.36 feet to a 5/8" iron pin set at the Northwest corner of said parcel; thence South 89°56'31" West 921 .07 feet

to a 5/8" iron pin; thence South 89°05'43" West 618.77 feet to a 5/8" iron pin; thence South 27°06'32" West 512.42 feet to a 5/8" iron pin; thence South 89°52'04" West 250.08 feet; thence South 50 °08'26" West 267.47 feet to a 5/8" iron pin set at the Northwest 1/16 corner of said Section 32; thence North 88° 52'04" East 1315.33 feet to the True Point of Beginning.

EXCEPT That portion of the North half of the North half of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, lying east of the following described line:

Beginning at the Southwest corner of Lot 29, Plat of Broadview Phase VII I, according to the Plat thereof recorded in Volume 27 of Plats of pages 90-93; thence South 89°56'30" West 27.44 feet to the West line of Tract B of Chelan County Boundary Line Adjustment No. 2004-082 and the True Point of Beginning of said line; thence South 0°02'56" East, along the West line and said West line Projected South of said Tract B of said Boundary Line Adjustment No. 2004-082, 743.56 feet, more or less, to the North line of Lot

1 of Chelan County Certificate of Exemption No. 2004-023 recorded under Auditor's File No. 2178223 and

end of said described line. Situated in the Northeast Quarter of Section 32, Township 23 North, Range 20 E.W.M., in Chelan County, Washington.

AKA Parcel B of BLA 20 11 -166

Parcel C:

All that part of the Southwest quarter of the Northeast quarter, in Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, lying Westerly of the Wenatchee Reclamation District Canal right

of way; EXCEPTING that portion of the following described tract lying in the North 80 .0 feet of the Southwest quarter of the Northeast quarter of Section 32, Township 23 North, Range 20 E.W.M., in Chelan County, Washington, described as follows: Beginning on the South line of the Northeast quarter of said Section 32 a distance of 225 feet West of the cement work of the Wenatchee Reclamation District Canal as the Point of Beginning; thence from the Point of Beginning running East on the said South line of the Northeast quarter of Section 32 to the right of way of the said Wenatchee Reclamation District Canal; thence turn ing an angle of approximately 90° to the left and fo llowing the West line of the right of way of the Wenatchee Reclamation District Canal for a distance of approximately 2,000 feet; thence turn ing an angle of approximately 90° to the left and running a distance of 225 feet from the cement work of the said canal in a slightly Nothwesterly direction; thence turn ing an angle of approximately 90° to the left and running in a Southerly direction approximately 2,000 feet to the point of beginning. ALSO

EXCEPT that portion of the South 300 feet of the North 380 feet of the East 890 feet of the Southwest quarter of the Northeast quarter lying Westerly of the Wenatchee Reclamation District Canal right of way in Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington.

AKA Parcel B of BLA 2004-065

Exhibit B - September 22, 2020

Filed for and return to:

OGDEN MURPHY WALLACE, PLLC
Peter A. Fraley
P. O. Box 1606
Wenatchee, WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Triad Maple, LLC, a Washington limited liability company; Mike Wade and Karen Wade, husband and wife, Beaconsfield Associates, a Washington general partnership; Beaconsfield Associates II, LP, a Washington partnership; Barton Clennon and Sheila Clennon, husband and wife
Grantee(s): City of Wenatchee, a Washington municipal corporation
Reference Number(s) of Documents Amended or Released: N/A
Abbreviated Legal Description:
Complete or Additional Legal Description on Exhibit A of Document.
Assessor's Parcel Number(s): 232032420700, 232032420905, 232032130300, 232032420850, 232032120150, 232032420800, 232032420900, 232032240000

**DEVELOPMENT AGREEMENT
TRIAD MAPLE, LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Wenatchee, Washington, a Washington municipal corporation ("City"), Triad Maple, LLC, a Washington limited liability company ("Triad"), Mike Wade and Karen Wade, husband and wife ("Wade"), Beaconsfield Associates, a Washington general partnership, and Beaconsfield Associates II, LP, a Washington limited partnership (collectively "Beaconsfield"), and Barton Clennon and Sheila Clennon, husband and wife ("Clennon"). Beaconsfield and Clennon are collectively referred to as "Clennon". Sometimes the City, Clennon, Wade and Triad are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. Clennon is the owner of certain real property located in Chelan County, Washington and legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").
- B. Triad and Wade have entered purchase agreements with Clennon to acquire the Property and desire to create a diverse residential community on the Property (the "Development").
- C. The Property was recently annexed into the City. Please see City of Wenatchee Resolution No. 2019-10 adopted on February 28, 2019. A referendum was not sought by the property owners within the annexed area identified in the City's Resolution, and the annexation became effective on April 29, 2019.
- D. The Development provides connectivity, safety and circulation to areas within the City, in particular another access to the Broadview subdivision, the extension of Maple Street to Maiden Lane, and the extension of Springwater Avenue into the Development. The connectivity provided by the Development is in furtherance of plans and goals of the City to provide safe access for development within the western part of the City that interfaces with significant holdings by the Chelan County Land Trust and with state and federal lands.
- E. Triad, Clennon and the City entered a Development Agreement on November 18, 2019, regarding a portion of the Property to be acquired by Triad (the "Vesting DA"). In essence, the Vesting DA grants Triad a one-time opportunity to pursue a planned residential development ("PRD") for a portion of the Property. Whether or not Triad pursues a PRD, the Development and the Property will remain subject to this Agreement as set forth herein.
- F. Triad, Wade, Clennon and the City desire to enter into this Agreement to establish certain guidelines, standards and infrastructure improvements that will govern the Development.

AGREEMENT

Now, therefore, the City, Triad, Wade and Clennon agree as follows:

1. **Recitals.** The Recitals set forth above are, by this reference, incorporated in this Agreement as if set forth in full herein.

2. Warranty of Title. Clennon warrants that Clennon is the owner of the real property described in Exhibit “A” and depicted on Exhibit “B” to this Agreement and the subdivision application submitted to the City. Triad, Wade and Clennon warrant that Triad and Wade have binding purchase and sale agreements to acquire all of the Property (Wade is acquiring the “Existing Residence” as defined in Sections 3.3.1 and 14.1, below, and Triad is acquiring the remainder of the Property).

3. Density and Diversity Development; Standards.

3.1 Calculated Density. Based on current zoning for the Property, as set forth in the Wenatchee City Code (hereafter, the “WCC”), the calculated density pursuant to Chapter WCC 10.46 for the Property is 979 residential units (see chart below).

Maximum Density pursuant to WCC 10.46.020 and 10.46.110

Zone District	Allowed Dwelling Units Per Acre (du/ac)	Site Acreage in Zone (acres of square feet)	Total Units Allowed in Zone
Residential Low	8 du/ac	26.55 ac	212 units
Residential Single Family	6 du/ac	120.60 ac	724 units
Residential Foothills	1 du/per lot with a minimum lot size of 20,000 square feet	876,520 SF	43 lots
		Total Allowed Units	979 units

3.2 Maximum Residential Units. The Parties agree that the number of residential units within the Development on the Property shall not exceed 450 residential units, including any residential units that may be approved pursuant to the Vesting DA. The accessory amenities described in Section 3.3.4, below, are in addition to the maximum residential units allowed by this Agreement. For purposes of this Agreement, every residential unit threshold set forth herein shall be based on the number of residential units associated with building permits for residential development within the Property during the term of this Agreement (i.e. the residential unit threshold is not based on the number of lots or tracts created as part of the overall development of the Property and excludes existing housing).

3.3 Diversity of Development. The City and Triad desire a diversity of residential units and accessory uses that reflect the needs of the community and the character of the Development and Property, while also responding to current and future market demands for residential housing, including a variety of housing options. With this in mind, the City and Triad agree that the

composition of the residential units authorized to be constructed in the Development are generally described below, provided that the overall number of residential units shall not exceed 450 as set forth in Section 3.2, above.

3.3.1 Existing Residence. This lot shall be limited to the existing residence and surrounding property identified as the “Existing Residence” on Exhibit “C”. Please see Section 14.1, below, regarding the Existing Residence. With regard to the five (5) other homes on the Property, please see Section 14.2, below.

3.3.2 New Single Family Residences. The Development shall be comprised of a variety of residential units utilizing the City’s current development codes, including but not limited to clustering available in the RL and RS zones, traditional single family lots, townhomes, a small number of larger residential lots, and multi-family housing as set forth in Section 3.3.3, below. In order to respond to the market over time and to provide flexibility in creating a diverse community, Triad and the City agree that a particular number of any housing type is not required as part of any phase of development. Nothing herein, however, allows Triad to exceed 450 residential units, in total. Open space shall be provided consistent with the requirements of the Wenatchee City Code.

3.3.3 Multi-Family Units. Up to a maximum of 250 residential units may be permitted in the form of a multi-family construction (“MF Housing”) as may be applied for pursuant to the Vesting DA or as a result of a zone change, if one were to occur within the Property, which is addressed in Section 18, below. At the time any MF Housing is approved, the maximum units available under Section 3.3.2 shall be reduced by the number of MF Housing units so that in no event shall the number of residential units exceed 450 for purposes of this Development Agreement.

3.3.4 Community Building/RV Storage. As accessory amenities associated with the Development, Triad intends to construct a community building (swimming pool, outdoor recreational area, and similar attributes) on Tract U on Exhibit “B”, and a recreational vehicle storage available for owners within the Property on Tract R (see Exhibit “B”). The City agrees that these accessory uses are allowable under this zoning district, have been included in the studies for the development of the Property, subject to the submittal and approval of a building permit. The City further agrees that if Tract U is rezoned “Neighborhood Commercial” as set forth in Section 18, below, that the uses permitted shall be reviewed and processed pursuant to the requirements of the Wenatchee City Code.

3.4 Road Grade. No further review and approval from the Fire Marshall shall be required regarding the grade of public roads within the Development so long as the grade of any public road does not exceed 12% grade.

3.5 Road Standards. For purposes of this Agreement, any reference to a “public street” or “public road” shall mean streets dedicated to the City as part of a subdivision or similar planning approval within the Development and the Property and shall not include private drives. The road standards for all public roads were submitted to the City with the complete subdivision application. Copies of those diagrams and standards are also set forth on attached Exhibit “D”, which is incorporated herein by this reference. Specifically, each public road segment within the Development have been identified and described in the plans on file and summarized on Exhibit “D”. The City accepts and agrees with the road standards for the public roads identified in the plans on file with the City and summarized on Exhibit “D”. Triad agrees to construct the public roads within the Development consistent with said road standards. Furthermore, the road standards (public and private) identified in this Agreement and within the subdivision application shall serve as the approved standards for this development and these standards will supersede any code language that is in conflict with these standards unless mutually agreed to by the City and the Triad.

3.6 Sidewalks within Public Right-of-way. Due to the unique topography and configuration of the developable areas within the Property, the City agrees (pursuant to WCC 7.22.030) that sidewalks may not be required in some locations. Required sidewalks within the public right of way shall be as depicted on Exhibit “D”.

3.7 Sidewalk and Landscaping Maintenance within the Public Right-of-way: Title 7 of the WCC requires property owners to maintain the landscaping and sidewalks in the public right-of-way along the frontage of their respective property. The Homeowners Association (HOA) associated with the Development will be responsible for undertaking or requiring sidewalks and landscaping to be maintained to City standards. These standards include such things, but are not limited to, snow removal, eliminating trip hazards, and trimming of vegetation so that it does not impede the use of sidewalk or street for walking or driving. The intent of this language is have the HOA be responsible for overseeing said maintenance responsibilities whether it decides to undertake the maintenance themselves or assign it to the property owners.

4. Build-Out of Development. The Parties acknowledge and agree that development of the Property will occur in multiple phases (i.e. multiple phases within a single subdivision application). The anticipated build-out and absorption associated with the Development are set forth in Exhibit “E” attached hereto and incorporated herein, which is intended to be representative only. Exhibit “E” is based upon the intermediate forecast set forth in the traffic study completed by TenW, dated April 7, 2020, and submitted simultaneously with the subdivision application. Triad desires flexibility to phase the build-out of the Development to respond to market demands and diversity of housing product to create an integrated neighborhood. The timing of development is also tied to the completion or availability of certain infrastructure improvements set forth in Sections 6 through 8 of this Agreement. With that in mind, the City agrees that Triad is not required to follow or comply with the timeline set

forth in Exhibit “E”. Phasing or build-out of the Development will be subject to the following terms and conditions:

4.1 Phasing or build-out of the Development shall be limited based on the timing of infrastructure improvements set forth in Sections 6 through 8, below.

4.2 No fewer than 10 residential lots shall be included in a single phase of the Development (i.e. final plat), except for the final phase or if deviations from this limitation are approved by the City Community Development Director.

4.3 Subject to Section 4.1, above, there is no requirement that phases occur in a certain order or be comprised of a certain type of housing. There is no limitation on the period of time that may elapse between phases, subject to Sections 15 and 17, below regarding the term of this Agreement.

4.4 In the final plat for each phase Triad may designate tracts for future development, open space, stormwater, signage, common areas and the like, which tracts shall not count against the residential unit limitations set forth elsewhere in this Agreement; provided, however, that in the event building permits for residential units within a tract designated as a future phase of development are sought during the term of this Agreement, the applicable residential unit limitations shall apply.

4.5 Following approval of the subdivision application for the entire Development and the initial phase of the Development, each subsequent phase of the Development shall be administratively processed consistent with Article III Final Plats Chapter 11.16, WCC, the SEPA mitigated determination of non-significance (see Section 21), and this Agreement unless the applicant proposes a substantive amendment outside of the original approval. ‘Substantive amendment’ as used herein shall mean an amendment to the formal notes on an approved plat or conditions of approval of the plat. “Minor amendments” shall be approved administratively and include, for example, such matters as lot line reconfigurations and lot line eliminations (that do not increase the overall residential lot or unit count), and road alignment adjustments to reflect future design and construction (that do not alter the road standards as described in Sections 3.4, 3.5 and 3.6, above).

4.6 **Sidewalk Phasing**. Sidewalk installation is sometimes delayed until the homes are constructed to lessen the construction-related damage and to aide in the design of the driveway location when plans for the lot are developed. However, when homes are built and occupied and sections of sidewalks described in this Agreement are missing or incomplete within a residential block, a route of travel for the pedestrian may be unavailable. Therefore, when any street has 5 or more houses constructed on the block (the houses have received final construction and the homes can be occupied), then the incomplete sections of sidewalk providing for a pedestrian route of

travel shall be installed; provided, however alternative accessible routes of travel for pedestrians, may be proposed by the Developer and approved by the City Engineer. Any incomplete sidewalk sections will be subject to a performance bond posted by Triad with the City in an amount reasonably determined by the City Engineer.

4.7 Road Improvement Phasing – Emergency Vehicle Turn-Around. Triad understands and agrees that each phasing proposal will be reviewed by the Public Works Department and the Fire Code Official to determine if a temporary emergency turn-around will need to be installed. If so, then a temporary easement(s) in the adjacent future tract for the constructed temporary turnaround will be part of the phased plat documents.

5. Western Foothills Transportation Study and Service Area; Right of Way Purchase. The City adopted a Western Foothills Transportation Impact Fee Rate Study (the “Study”) associated with several road extensions in the western part of the City, some of which are described in this Agreement. Specifically, the Development is located within the Western Foothills Service area (“WFS”) as set forth in Chapter 15.02 WCC and potentially subject to a \$7,500 per residential unit “Impact Fee” (as of 2019) set forth in WCC Section 15.02.110, except as provided for in WCC Sections 15.02.120, 15.02.040 and 15.02.050 (said Impact Fee may be adjusted for inflation, or raised or lowered in the future by the City). As set forth in WCC Section 15.02.050, Triad is entitled to credits associated with the value of dedicated land, improvements or construction costs if the facility constructed is identified on the Study’s project list, or the City makes a finding that such facilities serve the goals and objectives of the Study. The potential total Impact Fee for the 450 residential units is approximately \$3.375 million (450 units times \$7,500).

As set forth in this Agreement, Triad will construct public roads associated with the following components identified in the Study:

- (i) the Maple Street extension from approximately Gabriella Lane to the Maiden Lane Extension (see Section 8, below);
- (ii) the extension of Springwater across the Wenatchee School District property into the Development, including the connection to Maple Street;
- (iii) the completion of Road N, as identified on Exhibit “B”; and
- (iv) possible construction of an off-site fire apparatus road extending Maiden Lane from its current terminus to the southwest toward Kenzie’s Landing (referred to herein as the Maiden Lane Extension, see Section 8, below).

The value of the above commitments made by Triad associated with the road network to be constructed as part of the Development, based on the estimates contained within the Study exceed Thirteen Million Dollars (\$13,000,000.00). The land associated with the right of way within the Property (based on dimensions for a fire apparatus road) has an estimated value of \$2.6 million as set forth in the Study. In furtherance of public access in connection with and as a condition of the Development and the subdivision application, the City will acquire the right of way for a fire apparatus road within the Property to ensure that the connectivity as set forth in the Study occurs, whether or not the development of the Property unfolds as envisioned. The right of way will be in the form of a public easement, which will be improved and formally dedicated by Triad as phases within the Development receive final approval. Title is to be free of all defects and encumbrances not materially impacting the intended use of the public easement as a fire apparatus road. Triad authorizes the City at City's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Insurance Company. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to the dedication, the City may elect to delay the payments set forth below until Triad is able to provide insurable title reasonably satisfactory to the City. Triad desires some flexibility in the final location of the interior road network, and the Parties agree that the public easement may be relocated based on final engineering for each phase of Development. In light of the public easement and the joint benefit accruing to each Party in resolving the road network consistent with the Study, the Parties agree on a purchase price of \$1.54 million for the public easement within the Development. The location of the public easement is attached hereto as Exhibit "F" and will be recorded within sixty (60) days following preliminary plat approval for the Development. The purchase price for the public easement shall occur in two payments: (1) payment of \$840,000 within sixty (60) days of preliminary plat approval for the Development and recording of the public easement conveyance instrument; and (2) a payment of \$700,000 upon completion of the Maple Street improvements described in Section 6, below, and the interior extension of Springwater Avenue from Maple Street to the southern boundary of the Property as depicted in Exhibit "G" to align with the Springwater Avenue improvements described in Section 7, below. The Parties intend for this payment to be exempt from the payment of excise tax pursuant to WAC 458-61A-205(4) and will sign a real estate excise tax affidavit consistent with this exemption. The City agrees that the public easement shall be released in phases as roads within the Development are dedicated to the City.

In addition to the purchase price set forth above, the City and Triad agree that the credit associated with road improvements to be completed by Triad, including road dedications, improvements and construction costs associated with onsite and offsite improvements, as outlined in this Agreement will far exceed the Impact Fee associated with the maximum 450 residential units. Pursuant to Section 15.02.050 WCC, the City agrees for the term of this

Agreement that Triad shall not be obligated to pay the Impact Fee for any residential unit or accessory uses within the Development (including any development that may occur pursuant to the Vesting DA, or as a result of the scenarios set forth in Sections 17 and 18, below), provided (a) Maple Street is extended into the Property as part of the first phase of the Development (including the Bridge) within four (4) years of the recording of this Agreement; (b) the road improvements associated with the extension of Springwater as set forth in Section 7.2 are completed within eight (8) years of the recording of this Agreement; and (c) the connection between Maiden Lane and Maple Street is completed within fifteen (15) years of the recording of this Agreement. So long as the conditions set forth in this Section are met, the City further agrees that the Development and the Property shall be exempt from any and all present and future impact fees, improvement districts, latecomer agreements or similar assessments, including but not limited to those associated with public streets, emergency vehicle routes, pedestrian traffic, trails, parks, utilities and the like, for the term of this Agreement. Except as expressly set forth in this Agreement, the City agrees that no further off-site improvements shall be required associated with the Development for the term of this Agreement.

6. Maple Street Improvements.

6.1 City Acquisition and Design. Maple Street is part of the WFSA. Significant work has been completed by the City to develop and design the preferred corridor for Maple Street in the anticipation that the City would conduct a significant portion of the improvements to Maple Street in the future. Maple Street will provide the first entrance into the Development and is critical for the success of the project. The improvements are complex, including utilities, and a bridge crossing over the Wenatchee Reclamation District canal (the "Bridge"). The Bridge is anticipated to be constructed by Triad in the Winter of 2020-21, as set forth below in Section 6.2. In order to coordinate the timing of construction of Maple Street, the Bridge and associated utilities and to ensure completion at the earliest opportunity of this critical connection to the Development, the Parties agree that Triad shall construct the Maple Street improvements pursuant to designs of the City subject to the terms and conditions set forth herein. The City shall acquire the right of way necessary for the extension of Maple Street into the Development consistent with Exhibit "H" and develop and engineer final road and utility construction plans. The City has invoked the franchise agreement for Maple Street and has obtained a commitment from the Chelan County ("PUD") regarding the relocation of electrical and water infrastructure by the PUD, at its sole cost and expense, consistent with the final road construction plans developed by the City in consultation with the PUD and Triad. To ensure Triad can construct the Bridge between October 15, 2020 and March 15, 2021 (when the canal is not in operation), the City agrees to prepare, at its sole cost, and in consultation with Triad, the 30% design stage of plans and specifications for utilities and road improvements on or before August 1, 2020 (the "Maple Street Plans") consistent with Exhibit "H", with the final plans and specifications completed by the City by March 1, 2021. The City agrees to acquire (or obtain use and possession of) all parcels necessary

for constructing Maple Street set forth on Exhibit “H” and consistent with the Maple Street Plans approved by the PUD and Triad as follows: (a) that portion of the Wheeler property depicted on Exhibit “H” necessary for the re-alignment of Maple Street no later than September 30, 2020; and (b) all other property as soon as reasonably practicable but no later than March 1, 2021; provided that if the other property acquisitions by the City in subparagraph (b) are not completed by March 1, 2021, Triad may proceed with the Maple Street improvements and will be relieved of any portion of the improvements on such land that has not been acquired by the City; provided further that if the City acquires property associated with the Maple Street improvements after March 1, 2021, the City may request that Triad complete the improvements consistent with the Maple Street Plans. Triad shall review the request to complete said improvements and either agree to complete the improvements or provide written documentation of the reasonable accommodations the City would need to provide to Triad to complete the improvements. If the City cannot provide the requested accommodations, Triad will have no obligation, to complete improvements consistent with the Maple Street Plans associated with said property acquired by the City after March 1, 2021.

6.2 Triad Improvements. Triad shall improve and extend Maple Street into the Development consistent with Exhibit “H” and the Maple Street Plans. The City shall have the right to inspect and approve all aspects of the work to be performed by Triad; provided that all administrative, inspection and similar costs and fees incurred by the City shall be at the City’s sole cost and expense. Any changes to the Maple Street Plans must be approved by Triad and the City Public Works Director. Triad shall coordinate with the City and the Wenatchee Reclamation District to complete the Bridge. The City accepts and approves the centerline, dimensions and width of the Bridge set forth on Exhibit “I”. The plans for the Bridge, consistent with Exhibit “I” shall be prepared by Triad and submitted to the City Engineer for review and approval. The City agrees to review and provide comments within 21 days of submittal. The Parties agree to immediately meet and confer in good faith to resolve and address any comments from the City associated with the Bridge and Triad agrees to provide any agreed upon revisions. Upon submittal of any revisions, the City agrees to review and either approve the permit or provide written comments within 14 days of submittal. Upon acceptance of the Bridge by the Wenatchee Reclamation District and the City, the Bridge will be part of the City’s public road system consistent with policies and practices of the Wenatchee Reclamation District.

6.2.1 The City agrees that Triad and its contractors may continue to use Maple Street in the current configuration and the existing bridge across the Wenatchee Reclamation District canal until the improvements to be performed by Triad consistent with the Maple Street Plans are completed and accepted by the City; provided, however, that no occupancy of any new structure within the Development shall be permitted until that portion of Maple Street necessary for the first phase of the Development (i.e. that portion identified in the Maple Street Plans and that portion identified in the final plat for the first phase) and the Bridge have been

completed and accepted by the City. Triad will be responsible for removal and restoration of the existing bridge across the Wenatchee Reclamation District canal at such time it is no longer needed by Triad, or within a reasonable period of time (as determined by the Wenatchee Reclamation District) after all of the improvements and related actions associated with the extension of Maple Street into the Development are completed.

6.2.2 Prior to the commencement of any work within Maple Street identified in the Maple Street Plans, pursuant to WCC 7.28, Triad will obtain a permit and post a bond in an amount based on the construction estimate made in good faith by Triad's contractor and as reasonably approved by the City Engineer. The bond shall be conditioned on the faithful performance of the terms of the permit (conditioned as set forth below) and holding the City harmless for any loss, damage, cost or expense that may accrue to the City by reason of Triad's construction activities based on the Maple Street Plans, except those arising from an error or mistake in the Maple Street Plans. In addition, upon completion of the Maple Street improvements and acceptance by the City, Triad will post a two-year maintenance bond in an amount to be agreed upon by the Parties, but not greater than 15% of the initial bond obtained to perform the work. The Parties agree that the permit under WCC 7.28 shall issue consistent with this Agreement and in the event of a conflict between WCC 7.28.090 and this Agreement, the terms, conditions and understandings in this Agreement shall control. Further, the City hereby agrees to waive the permit fee set forth in WCC 7.28.

6.3 Units. Until Springwater Avenue is completed as set forth in Section 7, below, the number of residential units served solely by the extension of Maple Street into the Development shall not exceed 100 residential units (based on residential building permit applications). The accessory residential uses described in Section 3.3.4 are excluded from the unit count. In addition, the Existing Residence and other homes described in Section 14 are excluded from the unit count for purposes of this Section. Building permits may be submitted and processed at any time following preliminary plat approval for the Development, provided building permits will not be granted (unless associated with an existing legal lot of record) until (i) final plat approval for the initial phase, and (ii) the completion of the extension of Maple Street into the Development (including the Bridge and utilities), subject to the limitation set forth in this Section 6.3 and Section 7.2, below. It is the intent of the Parties to process building permits concurrently with the actions undertaken to obtain final plat approval associated with each phase, so that building permits may issue as soon as possible after the final plat for each phase is recorded. The responsibility lies with Triad to ensure that building permits submitted prior to final plat approval meet all City development standards and consistent with this Agreement, see Section 17.

7. Springwater Access. Springwater Avenue ("Springwater") is part of the WFSA.

7.1 Alignment. Triad shall construct road improvements within the Development to align with right of way to be acquired by the City for Springwater as depicted on Exhibit "G". Prior

to construction of that portion of Springwater located within the Development, the alignment may be adjusted by Agreement between Triad and the City Public Works Director.

7.2 Springwater Extension. The City is negotiating with the Wenatchee School District to acquire the right of way necessary for the future extension of Springwater as depicted on Exhibit "J". The City shall acquire the right-of-way or obtain the use and possession of the right-of-way for the extension of Springwater on or before July 31, 2021. Triad agrees to construct the improvements to Springwater across the School District property consistent with the requirements set forth on Exhibit "J" no later than the time set forth in Section 5, above, except as provided in Section 7.2.1, below. In the event the Springwater extension depicted on Exhibit "J" is completed and Maple Street has already been completed, then there shall be no limit on the number of residential units within the Development subject to Section 7.2.2, below.

7.2.1 In the event an application for development of the School District property is submitted to the City prior to Triad undertaking the improvements to Springwater described in Section 7.2, above, then Triad shall be relieved of any further obligations associated with the extension of Springwater into the Development; provided that the City and Triad agree that Triad's financial participation in the construction of Springwater by a third party developer of the School District property shall not exceed \$350,000. The City shall require that the alignment for Springwater across the School District property must be consistent with the alignment of Springwater inside the Development.

7.2.2 When Maple Street and Springwater are completed, providing two (2) access points into the Development (i.e. the interior connection between Maple Street and Maiden Lane is not completed), then (a) Triad may pursue phases of the Development through Road J as depicted on Exhibit "K", including the cul-de-sac for Road J, which will serve as the emergency vehicle turn-around, and (b) the City agrees that there shall be no limitation on the number of residential units served by Maple Street and Springwater through Road J as depicted on Exhibit "K".

7.2.3 Triad will prepare the plans and specifications for Springwater consistent with Exhibit "J" for review and approval by the City prior to the commencement of construction of Springwater that crosses the School District property.

7.2.4 Prior to the commencement of any work within the right of way for Springwater acquired by the City, Triad will obtain a permit and post a bond pursuant to WCC 7.28. The bond will be in an amount based on the construction estimate made in good faith by Triad's contractor as reasonably approved by the City Engineer. The bond shall be conditioned on the faithful performance of the terms of the permit (conditioned as set forth below) and holding the City harmless for any loss, damage, cost or expense that may accrue to the City by reason of Triad's construction activities to complete Springwater consistent with this Section 7.

In addition, upon completion of the Springwater improvements and acceptance by the City, Triad will post a two-year maintenance bond in an amount to be agreed upon by the Parties, but not greater than 15% of the initial bond obtained to perform the work. The Parties agree that the permit under WCC 7.28 shall issue consistent with this Agreement and in the event of a conflict between WCC 7.28.090 and this Agreement, the terms, conditions and understandings in this Agreement shall control. Further, the City hereby agrees to waive the permit fee set forth in WCC 7.28.

8. Maiden Lane Improvements. Maiden Lane is part of the WFSA.

8.1 Kenzie's Landing. The City recently acquired property from the Chelan-Douglas Land Trust adjacent to and west of the Property (the "City Property"). In addition, the City has obtained a grant from the State of Washington (the "Grant") to improve access to and provide a parking area for the City Property, which provides access to the foothills trail system located on neighboring properties to the west of the Property (commonly referred to as "Kenzie's Landing"). The access to the City Property is an extension of Maiden Lane through an easement on neighboring property as depicted on Exhibit "L" (that portion of the access road to Kenzie's Landing crossing the neighboring property shall be referred to as the "Maiden Lane Extension"). The Parties agree that the Maiden Lane Extension shall be constructed and paved consistent with the fire apparatus access road standards set forth in Section 11.20.070(2) WCC, which standards are further set forth in Exhibit "L" attached hereto. If feasible, the Parties agree to work together to jointly develop a stormwater outfall from the stormwater facility near the western boundary of the Development (Tract N) onto the City Property in the area generally depicted on Exhibit "M". The City may elect to construct and pave the fire apparatus road through the Maiden Lane Extension to serve Kenzie's Landing, but is not required to do so. If the City elects to do so, then Triad shall be relieved on any obligation to construct fire apparatus road improvements within the Maiden Lane Extension as set forth in section 8.2, below.

8.1.1 Kenzie's Landing Mitigation. Triad agrees to cooperate with the City and enter into subsequent agreements identifying land within the Property for habitat purposes to mitigate habitat impacts arising from the City's development of Kenzie's Landing, provided, however, (a) the dedication necessary to mitigate habitat impacts from Kenzie's Landing does not exceed 0.5 acres, (b) the location of the property shall be reasonably determined by Triad, (c) the property identified shall be encumbered by a restrictive covenant to be agreed upon by Triad and the City, (d) trails, as described in Section 13, shall be allowed within the property identified for habitat purposes, and (e) the property will be integrated into and be a part of additional property Triad will identify for habitat purposes associated with the Development (i.e. Triad shall own the property identified to mitigate habitat impacts from Kenzie's Landing, unless and until the property identified for habitat purposes is transferred to a homeowner's

association or third party, who will oversee the management, use and preservation of the identified property for habitat and recreational purposes consistent with Section 13, below).

8.2 Triad Improvements – Maiden Lane Extension. Unless the Maiden Lane Extension has been constructed by the City or by a third party, Triad shall construct the Maiden Lane Extension consistent with the fire apparatus road standards (including interim storm drainage collection, conveyance, and detention per the adopted Surface Water Regulations for the fire apparatus road) described in Section 8.1 at the time Triad desires to develop a phase of the Development past Road J described in Section 7, above (see Exhibit “K”). Triad shall have no obligation to construct the Maiden Lane Extension or participate in the costs of the construction of the Maiden Lane Extension except as set forth in this Agreement. Nothing herein precludes the right of Triad to seek recovery from third parties associated with said improvements pursuant to existing agreements. Other than the improvements to Maiden Lane to be constructed as specially set forth in this Section, no additional improvements to Maiden Lane (outside of the connection to Maple Street extended through the Development as set forth in Section 8.4, below) shall be required as a condition to development of the Property as set forth in this Agreement.

8.2.1 Unless installed by a third party, Triad shall install and extend a sewer line within the Maiden Lane Extension easement area (or right of way) to the intersection of Maiden Lane and Maple Street as depicted on Exhibit “N” and then into the Development. Location of the sewer will be agreed between Triad and the City as indicated in section 8.2.2.

8.2.2 Prior to commencement of construction of the Maiden Lane Extension by the City or Triad (i.e. the fire apparatus road), Triad and the City shall agree on the location of the fire apparatus road, utilities, and interim stormwater facilities within the easement for the Maiden Lane Extension. Either Party may request a meeting to determine the location of said improvements at any time during the term of this Agreement and the Parties agree to work in good faith to agree upon the location within thirty (30) days of the request for a meeting. The agreed upon location for said improvements shall be set forth in a written agreement between the Parties. The Parties agree that all improvements within the Maiden Lane Extension shall be consistent with the future agreement to be entered by the Parties regarding the location of the improvements.

8.3 Broadview Sewer System. Approximately 15 residential units within the Development will connect to the sewer system that currently serves the Broadview subdivision located to the north of the Development (“Broadview Sewer System”). The Broadview Sewer System includes a lift station to be replaced by the City. The City agrees to size and install the future lift station to serve the Development. The timing of the replacement of the lift station shall be determined by the City, but in no event shall the timing of the replacement of the lift station by the City impact the approval of phases or the issuance of building permits within the Development. The City agrees to set aside and preserve capacity within the Broadview Sewer

System, as it currently exists or hereafter expanded or changed (including the future lift station), to serve up to 15 residential units within the Development. As set forth above, Triad agrees, at its sole cost and expense, to construct, install and extend the sewer line in Maiden Lane through the Maiden Lane Extension to serve the Development. The Parties agree that the Development shall not be subject to any special assessment, system development charges, or the like payable at the time a building permit is issued, or otherwise, associated with the current or future Broadview Sewer System. Triad agrees to be solely responsible with regard to extending sewer service from the Broadview Sewer System into the Development from the intersection of Maiden Lane and Maple Street located on the City Property (see attached Exhibit "N" regarding the sewer line connection to be constructed by Triad). All sewer system components installed by Triad shall be based on plans approved by the City. Upon completion of the sewer system components, the City agrees to accept said components and incorporate them into the City's sewer system.

8.4 Triad Improvements: Maple to Maiden. Triad shall construct, at its sole cost and expense, the primary access road within the Development to connect Maiden Lane and Maple Street no later than the date set forth in Section 5, above. The intersection of Maiden Lane and Maple Street is located on the City Property as depicted on Exhibits "L", "M", and "N". The City has obtained approval and consent from the State of Washington to allow for this access into Kenzie's Landing as being consistent with the Grant. The Parties acknowledge that Clennon reserved an easement across the City Property for access and utilities for the benefit of the Property, which reservation pre-existed the Grant from the State of Washington. Triad and the City agree to terminate this easement across the City Property upon dedication of the roads providing access from the current terminus of Maiden Lane into the Property, if requested by the City. Whether or not the easement is terminated, the City agrees to incorporate the Maiden Lane Extension and the connection of Maple Street and Maiden Lane on the City Property as part of the City's public road system upon completion and acceptance of said improvements by the City.

9. Completion of Road Infrastructure; No Further Off-site Improvements; Good Faith. Upon completion of the road infrastructure described in Sections 5 through 8, above, there shall be no further limitations on the number of residential units that may be constructed within the Development, so long as the number of residential units does not exceed 450 units as set forth in Section 3.2, above. Except as set forth in this Agreement, there are no other off-site improvements for the Development, or any phase thereof, for the term of this Agreement. In the event Triad or the City is unable to meet the timeframes set forth in this Agreement, they shall immediately meet and confer in good faith to discuss adjustments to the timeframes, including alternatives and modifications to this Agreement.

10. Secondary Access for Connectivity. Triad agrees to grant an access easement upon preliminary plat approval for a future right of way for connectivity and an emergency vehicular access as generally shown in the 2019 Wenatchee Comprehensive Plan depicted in the Wenatchee Urban Area Motorized Transportation Circulation Map South of the Wenatchee

River. The access easement will be able to be relocated in Tract L so that it can connect to adjacent property to the south or west generally depicted on Exhibit "O". Triad's only obligation in this regard is to include Tract V in a future phase and to grant an easement not less than 60 feet wide for construction of an access meeting fire apparatus and local access road standards at such time as Tract V is included in a future phase of the Development. Triad agrees to dedicate Tract V to the City and to rough grade the tract to establish the future road grade as part of the final approval of the phase incorporating Tract V. Rough grading of the tract shall occur such that the proposed grade at the southwest tract boundary, measured at the tract centerline, match the existing grade at this location. The City and Triad agree that the location of Tract V, as depicted on Exhibit "O", shall not materially change. The City and Triad agree that the ultimate location of the easement portion of the access shall be agreed upon by the City and Triad at the time the phase containing Tract V is developed and before final approval of said phase. Triad is under no obligation to construct the access established by this section.

11. Water and Electrical System Improvements. Triad shall be solely responsible for water and electrical system improvements within the Development, consistent with the terms and conditions of an agreement between Triad and the Chelan County PUD. Water and electrical system improvements in Maple Street (outside of the Development) will occur under the City's franchise agreement with the Chelan County PUD (see Section 6.1, above).

12. Sewer System Improvements. As set forth above, Triad is responsible for the extension of sewer within Maple Street and Maiden Lane Extension (off-site improvements) and the City is responsible for future improvements to the Broadview Sewer System. Triad shall be solely responsible for installation of the sewer system improvements within the Development (which improvements will be transferred to the City) . All sewer system installation by Triad shall be consistent with City Codes and reasonable terms and conditions required of the City's Engineer. The City and Triad agree that sewer service for the Development will be solely provided by line extensions in Maple Street and Maiden Lane as set forth in this Agreement and that no other off-site sewer improvements or analysis are required as a condition to the Development of the Property consistent with this Agreement. Sewer connection fees and plant investment fees that are generally applicable to all customers served by the City shall be paid at the time of building permit application.

13. Trails. Triad anticipates a nature trail system (natural, soft-surface conditions that will be similar to adjacent trails completed by the Chelan Douglas Land Trust) within the significant areas of the Development designated as open space. The trails will provide pedestrian connectivity within the Property, including possible future trail access to Kenzie's Landing. The City and Triad acknowledge and agree that the precise location of the nature trail system shall be determined at the time of construction of each phase of the Development. The nature trail system shall be constructed or installed to match the Land Trust standards, and completed in phases, as determined by Triad and the Community Development Director. The trail system

will be a recreational amenity that is open to the public and maintained by the community association to oversee the Development consistent with covenants, conditions, and restrictions (CCRs) to be developed by Triad. Open space shall be provided pursuant to the requirements of the Wenatchee City Code.

14. Existing Residences.

14.1 There is an existing residence located within the Development on a separate legal lot of record as described in Section 3.3.1, above. The subdivision application submitted simultaneously with this Agreement identifies this parcel as the “Existing Residence”. Throughout the course of the Development, Triad shall be responsible for providing a driveway and utilities to the Existing Residence consistent with current use, the locations of which may change from time to time as development occurs, until the Existing Residence is incorporated as part of a future phase of the Development.

14.2 In addition to the Existing Residence, there are 5 other existing structures or residences located in various locations on the Property. These residences will be demolished over time as development occurs and may remain occupied until that particular residence is included within a phase of the Development. Triad shall be responsible for providing access and utilities to the occupied residences consistent with current use, the locations of which may change from time to time as development occurs, until the residences(s) are demolished as part of a future phase of the Development.

15. Term. This is a multi-phase project anticipated to take several years to construct. The Parties agree that this Agreement shall continue in full force and effect and binding on the Parties through December 31, 2040, subject to Section 17, below.

16. Mailboxes. Triad shall coordinate with the United States Postal Service for construction of locked, cluster mailboxes with locations within the Development, subject to approval by the City at the time of approval for each phase of the Development. There shall be no individual residence mailboxes within the Development.

17. Vesting. To the maximum extent permitted by law, and except as set forth in the Vesting DA, the Development and Property are vested under the existing Wenatchee City Zoning and Subdivision Codes (“development code”) in existence at the time this Agreement is recorded. At the time of a complete building permit application, building permits shall be vested pursuant to Chapter 2.04 WCC, Building Code and Other Referenced Codes, as may be amended. In the event the City’s development codes and regulations are amended during the term of this Agreement, at the election of Triad, either: (A) A development application or subsequent phases of development of an approved subdivision application for the Property shall be governed by the new or amended City Code provisions only upon the review and

approval by the City's Hearing Examiner of a new or amended subdivision application, or (B) A new development application for all of the Property may be submitted pursuant to and governed by the new or amended City Development Code. Vesting under the amended City development code shall be for the entire property subject to this Agreement. Notwithstanding the foregoing, if the changes to the development codes only impact considerations at the building permit stage, then Triad may elect to utilize the changes to the development code associated with future building permits (for example, changes in residential design standards, setback or lot coverage requirements, etc.) provided the building permits are consistent with conditions of approval associated with the subdivision and this Agreement.

17.1 Previously recorded subdivision phases shall be vested for a period of five (5) years pursuant to RCW 58.17. So long as the final plat for the next phase is recorded within five (5) years of the final plat for the prior phase, the vesting provided in this Agreement shall continue, subject to Section 15.

17.2 Once Triad elects, through the application of a complete building permit, to proceed under the new or amended development code provisions, Triad shall be vested in such provisions, and, except as otherwise provided in the Vesting DA (if pursued), any subsequent building permits sought within the Development shall be submitted under the new or amended Code provisions.

17.3 Pursuant to RCW 36.70B.170 (4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety, and the vesting provisions provided for herein shall not apply to those new or different regulations.

18. Zone Changes. In the event the Property or any part of the Property is rezoned, including that portion of the Property subject to the Vesting DA or any portion of the Property that has received development approvals (e.g. subdivision approval), so long as the maximum total residential units does not exceed 450 units and any previously approved infrastructure remains substantially the same (i.e. Sections 6-8, above), then Triad shall have the option to divest the re-zoned Property (or any part thereof) from the rights and entitlements set forth in the applicable development approval and submit a new development application (for example, a unit lot subdivision) under the applicable zoning provisions then in effect. Notwithstanding the decision to submit a development application for any portion of the Property that is re-zoned, the terms and conditions of this Agreement shall continue to apply.

19. Notices. Any notices to be given hereunder by either Party may be affected either by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated three (3) days following the date of

mailing. All notices shall be sent to the following address, unless actual notice in writing of a different address for notices is received by the other Party.

If to the City: City of Wenatchee
Attn:

If to Triad: Triad Maple, LLC
Attn: Fred Grimm

20. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Parties, shall be recorded with the Chelan County Auditor, and shall run with the Property.

21. Mitigated Determination of Non-Significance. Triad has submitted an Environmental Checklist associated with this Agreement and the subdivision application for the Development and the comment period associated therewith has expired. After consideration of all comments, the City's responsible official for the State Environmental Policy Act ("SEPA") issued a mitigated determination of non-significance ("MDNS") with respect to this Agreement and the subdivision application for the Development submitted simultaneously with this Agreement. Triad entered into a voluntary mitigated Determination of Nonsignificance (MDNS) agreement with the City to address matters outside the scope of this Agreement. This Agreement and associated MDNS shall be incorporated into and govern the SEPA review requirements for every building permit, development application and phase of development within the Development.

22. No Presumption Against Drafter. City and Triad understand, agree, and acknowledge that this Agreement has been fully negotiated by both Parties, and that in any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

23. Compliance with Laws. In performing its obligations hereunder, Triad shall comply with all applicable laws, regulations, and rules of the governmental agencies having jurisdiction, including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Triad, not City, is responsible for determining applicability of and compliance with all local, state and federal laws. City makes no representations regarding the applicability of any such laws to this Agreement, the Development, or the parties' respective

rights or obligations hereunder. With regard to prevailing wages, competitive bidding, subcontractor listing, or similar matters, the Parties shall not be liable or responsible, in law or equity, to any person for the failure to comply with any such laws, whether the Parties knew or should have known of the need to comply, or whether the Parties failed to notify one another of the need to comply. Nothing in this Section 23 shall modify or amend the vesting provisions found elsewhere in this Agreement.

24. Attorneys' Fees. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall pay for its own costs and attorney's fees.

25. Jurisdiction and Venue. Jurisdiction and Venue for any action to enforce any provisions of this Agreement shall be in the Superior Court of Chelan County, Washington or in the Superior Court of Douglas County, Washington.

26. Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by this reference and included as part of the agreement of the Parties.

27. Severability and Validity. Any provision of this Agreement which shall prove invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

28. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

29. **Effective Date.** The Effective Date of this Agreement shall be the effective date of the Ordinance passed by the City Council approving this Agreement.

APPROVED BY THE CITY COUNCIL OF
THE CITY OF WENATCHEE, WASHINGTON
AT AN OPEN PUBLIC MEETING THE
_____ DAY OF _____, 2020

By: _____
MAYOR FRANK J. KUNTZ

APPROVED BY TRIAD:

TRIAD MAPLE, LLC

By: _____
Frederick Grimm, Managing Member

APPROVED BY WADE:

Mike Wade

Karen Wade

APPROVED BY:

BEACONSFIELD ASSOCIATES

BEACONSFIELD ASSOCIATES II, LP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED BY CLENNON:

BARTON CLENNON

SHEILA CLENNON

DRAFT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Frank J. Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Frederick Grimm is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Managing Member of Triad Maple LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that Barton Clennon is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____) (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

STATE OF WASHINGTON)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that Sheila Clennon is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____) (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires _____

Exhibit List

- EXHIBIT A – Legal Description (3 pages)
- EXHIBIT B – Depiction of Property (2 pages)
- EXHIBIT C – Existing Residence
- EXHIBIT D – Road Standards (17 pages)
- EXHIBIT E – Buildout Schedule
- EXHIBIT F – Public Easement
- EXHIBIT G – Internal Extension of Springwater Avenue
- EXHIBIT H – Maple Street Extension (4 pages)
- EXHIBIT I – Bridge (2 pages)
- EXHIBIT J – Depiction of Future Extension of Springwater (2 pages)
- EXHIBIT K – Depiction of Road J
- EXHIBIT L – Maiden Lane Extension
- EXHIBIT M – Stormwater Outfall
- EXHIBIT N – Depiction of Sewer Line Extension to Broadview
- EXHIBIT O – Depiction of Secondary Access

DRAFT

EXHIBIT A
Legal Description

Parcel A:

The Southeast quarter of the Northwest quarter of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington.

Parcel B:

That portion of the North half of the North half of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows:

Commencing at the North quarter corner of said Section 32, a brass cap monument as described in the Land Corner Record Form recorded under Auditor's File No. 9503130008; thence South 0°36'32" East, along the centerline of said Section 1319.06 feet to the center North 1/16, a 5/8" iron pin and the True Point of Beginning; thence South 89°38'53" East, along the South line of said North half of said Section 32, 825.54 feet to the West line of the parcel described in Deed recorded in Book 1034 of deeds pages 68-72, records of Chelan County, Washington; thence North 7°34'39" East, along said West line 671.36 feet to a 5/8" iron pin set at the Northwest corner of said parcel; thence South 89°56'31" West 921.07 feet to a 5/8" iron pin; thence South 89°05'43" West 618.77 feet to a 5/8" iron pin; thence South 27°06'32" West 512.42 feet to a 5/8" iron pin; thence South 89°52'04" West 250.08 feet; thence South 50°08'26" West 267.47 feet to a 5/8" iron pin set at the Northwest 1/16 corner of said Section 32; thence North 88°52'04" East 1315.33 feet to the True Point of Beginning.

EXCEPT That portion of the North half of the North half of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, lying east of the following described line:

Beginning at the Southwest corner of Lot 29, Plat of Broadview Phase VIII, according to the Plat thereof recorded in Volume 27 of Plats of pages 90-93; thence South 89°56'30" West 27.44 feet to the West line of Tract B of Chelan County Boundary Line Adjustment No. 2004-082 and the True Point of Beginning of said line; thence South 0°02'56" East, along the West line and said West line Projected South of said Tract B of said Boundary Line Adjustment No. 2004-082, 743.56 feet, more or less, to the North line of Lot 1 of Chelan County Certificate of Exemption No. 2004-023 recorded under Auditor's File No. 2178223 and end of said described line. Situated in the Northeast Quarter of Section 32, Township 23 North, Range 20 E.W.M., in Chelan County, Washington.

AKA Parcel B of BLA 2011-166

Parcel C:

All that part of the Southwest quarter of the Northeast quarter, in Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, lying Westerly of the Wenatchee Reclamation District Canal right of way; EXCEPTING that portion of the following described tract lying in the North 80.0 feet of the Southwest quarter of the Northeast quarter of Section 32, Township 23 North, Range 20 E.W.M., in Chelan County, Washington, described as follows: Beginning on the South line of the Northeast quarter of said Section 32 a distance of 225 feet West of the cement work of the Wenatchee Reclamation District Canal as the Point of Beginning; thence from the Point of Beginning running East on the said South line of the Northeast quarter of Section 32 to the right of way of the said Wenatchee Reclamation District Canal; thence turning an angle of approximately 90° to the left and following the West line of the right of way of the Wenatchee Reclamation District Canal for a distance of approximately 2,000 feet; thence turning an angle of approximately 90° to the left and running a distance of 225 feet from the cement work of the said canal in a slightly Northwesterly direction; thence turning an angle of approximately 90° to the left and running in a Southerly direction approximately 2,000 feet to the point of beginning. ALSO

EXCEPT that portion of the South 300 feet of the North 380 feet of the East 890 feet of the Southwest quarter of the Northeast quarter lying Westerly of the Wenatchee Reclamation District Canal right of way in Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington.

AKA Parcel B of BLA 2004-065

Parcel D:

The following described property located in Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, to-wit:

The Northeast quarter of the Southwest quarter, AND ALL that part of the Northwest quarter of the Southeast quarter lying West of and above the main canal right of way of the Wenatchee Reclamation District; EXCEPT that portion thereof described in deed recorded in Book 971 at page 440, records of Chelan County, Washington. ALSO EXCEPT the following described tract: That portion of the Northwest quarter of the Southeast quarter of Section 32, Township 23 North, Range 20 E.W.M., described as follows: Commencing at the Southwest corner of said Northwest quarter of the Southeast quarter: thence South 89°34'36" East along, along the South line of said subdivision, 278.12 feet to the True Point of Beginning; thence North 0°25'24" East for 310.00 feet; thence South 89°34'36" East 266.50 feet, more or less, to the West right of way for the Wenatchee Reclamation Canal; thence Southerly along said right of way to the South line of said right of way; thence North 89°34'36" West 320 feet, more or less, to the True Point of Beginning.

AKA Parcel A of BLA 3418

Parcel E:

That portion of the Northwest quarter of the Southeast of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows: Commencing at the Southwest corner of said Northwest quarter of the Southeast quarter; thence South 89°34'36" East, along the South line of said subdivision 278.12 feet; thence North 0°25'24" East 145.00 feet to the True Point of Beginning; thence continue North 0°25'24" East 165.00 feet; thence South 89°34'36" East 266.50 feet, more or less to the Westerly right of way for the Wenatchee Reclamation District irrigation canal; thence Southerly, along said right of way to a point that bears South 89°34'36" East 282.64 feet from the True Point of Beginning thence North 89°34'36" West 282.64 feet to the True Point of Beginning.

AKA Parcel B of BLA 3418

Parcel F:

That portion of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows: Commencing at the quarter corner of the East line of said Section 32 and running thence South on the East and West center line of said Section 1830 feet to the True Point of Beginning; thence South 1°38' West 137 feet; thence South 16°00' West 386.4 feet; thence South 88°26' West 231 feet; thence North 7°08' West 62.5 feet; thence South 87°36' West 255.2 feet; thence North 2°13' West 463.4 feet to a point in the East and West center line of said Section 32; thence East along said center line 621.4 feet more or less, to the True Point of Beginning, EXCEPT that portion described as follows: Commencing at the quarter corner on the East line of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington; thence West on the center line of the Section a distance of 1830 feet, to the Point of Beginning thence continuing West 130 feet; thence South 120 feet; thence East to the right of way to the Wenatchee Reclamation District canal; thence in a northerly direction along said canal to the Point of Beginning.

Parcel G:

That portion of the Northwest quarter of the Southeast quarter of Section 32 Township 23 North, Range 20 E.W.M., Chelan County, Washington described as follows; Commencing at the quarter corner on the East line of said Section 32, thence West on the center line of the Section a distance of 1830 feet to The Point of Beginning; thence continuing West 130 feet; thence South 120 feet; thence East to the West right-of-way of the Wenatchee Reclamation District Canal; thence in a Northerly direction along said canal to The Point of Beginning.

Parcel H:

The West half of the Northwest quarter of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, EXCEPT the South 435.00 feet of the West 500.00 feet thereof; AND EXCEPT that portion of the Northwest quarter of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows: Beginning at the Northwest corner of said Section 32; thence South 4° 18'00" West along the West line of said Section 32, 2510.20 feet to the Northwest corner of a parcel described in deed recorded under Auditor's File No. 2181711; thence South 89°41'00" East 501.31 feet to the Northeast corner of said parcel; thence North 8°53'15" East 432.80 feet; thence North 66°43'52" East

614.41 feet; thence North 50°08'26" East 318.74 feet to the East line of the West half of the Northwest quarter of said Section 32; thence North 1°46'48" East 1285.66 feet to the Northeast corner of said West half of the Northwest quarter of said Section 32; thence South 87°17'26" West 1626.16 feet to the Northwest corner of said Section 32 and Point of Beginning.

AKA Lot 1 of CE 2011-165

Parcel I:

That portion of the Northwest quarter of the Southeast quarter of Section 32, Township 23 North, Range 20 E.W.M., Chelan County, Washington, described as follows: Commencing at the Southwest corner of said Northwest quarter of the Southeast quarter; thence South 89°34'36" East along the South line of said subdivision 278.12 feet to the True Point of Beginning; thence North 0°25'24" East 145.00 feet; thence South 89°34'36" East 282.64 feet, more or less, to the Westerly right of way of the Wenatchee Reclamation District Irrigation Canal; thence Southerly along said right of way to the South line of said subdivision; thence North 89°34'36" West along said South line 320.00 feet, more or less, to the True Point of Beginning.

AKA Parcel B of BLA 3417

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Exhibit B
Depiction of Property

Page 1 – Property

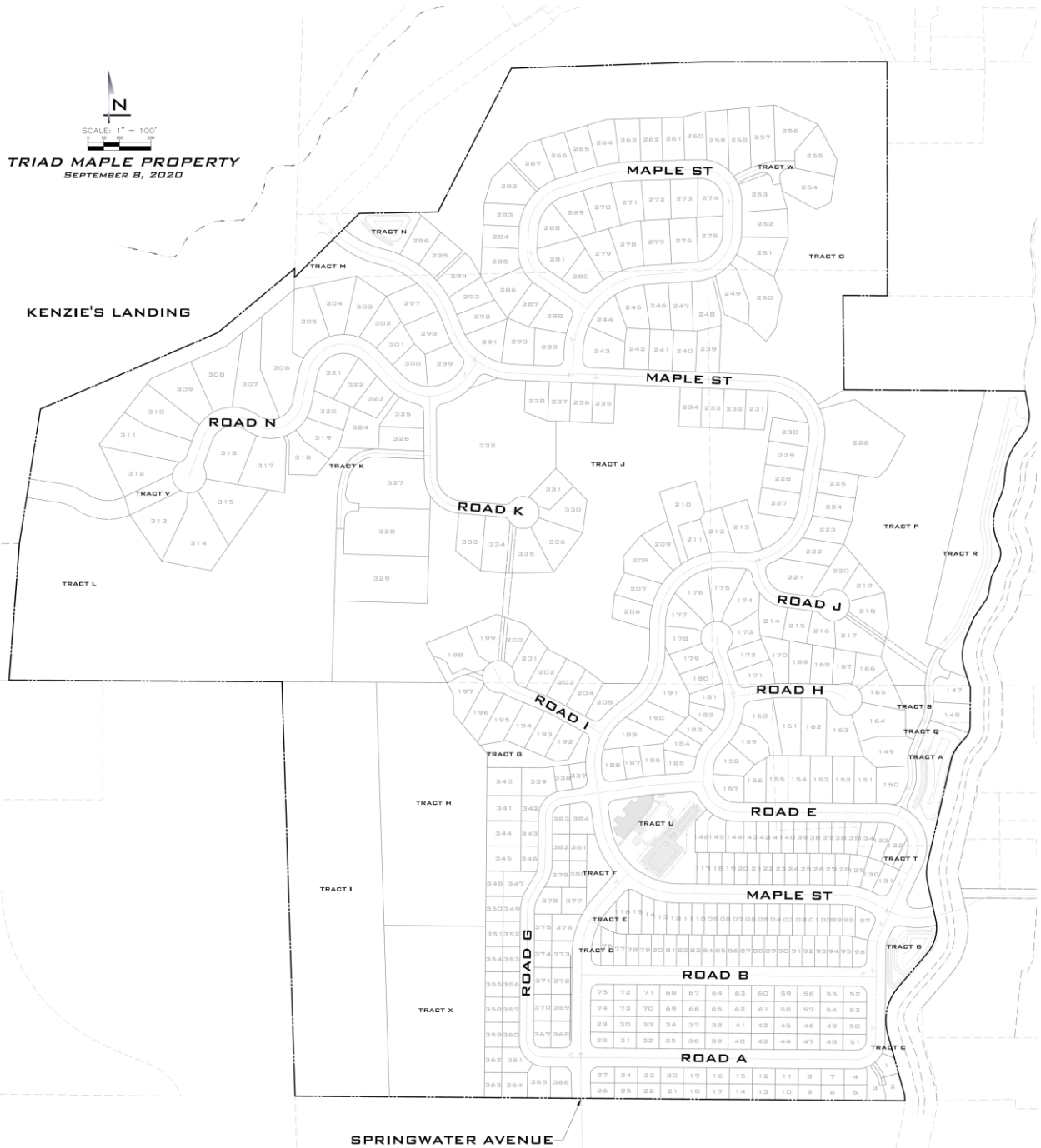
Page 2 – Property w/ Zoning Line

Zoning	Lot Type	Lot Count
RS	Cluster Subdivision Lot	50
RS	Standard Subdivision Lot	159
RL	Cluster Subdivision Lot	146
RL	Standard Subdivision Lot	17
RFL	Standard Subdivision Lot	12
	Total	384

Note: Mixture of proposed lot types is preliminary and may be subject to change.

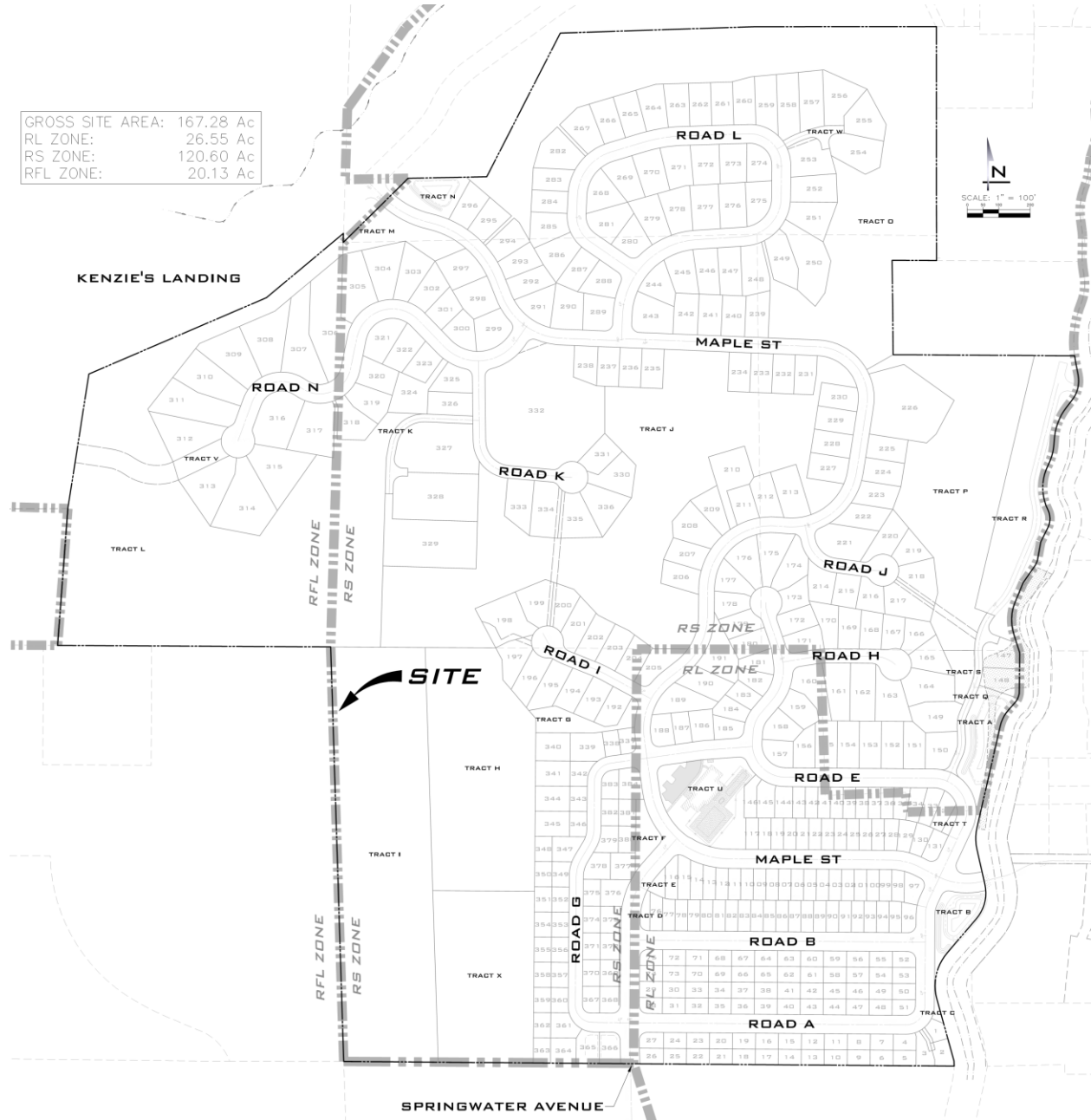
DRAFT

Exhibit B
Page 1 – Property



FULL SIZE ORIGINAL ON FILE WITH THE CITY

Exhibit B
 Page 2 – Property w/ Zoning Line



FULL SIZE ORIGINAL ON FILE WITH THE CITY

Exhibit C
Existing Residence

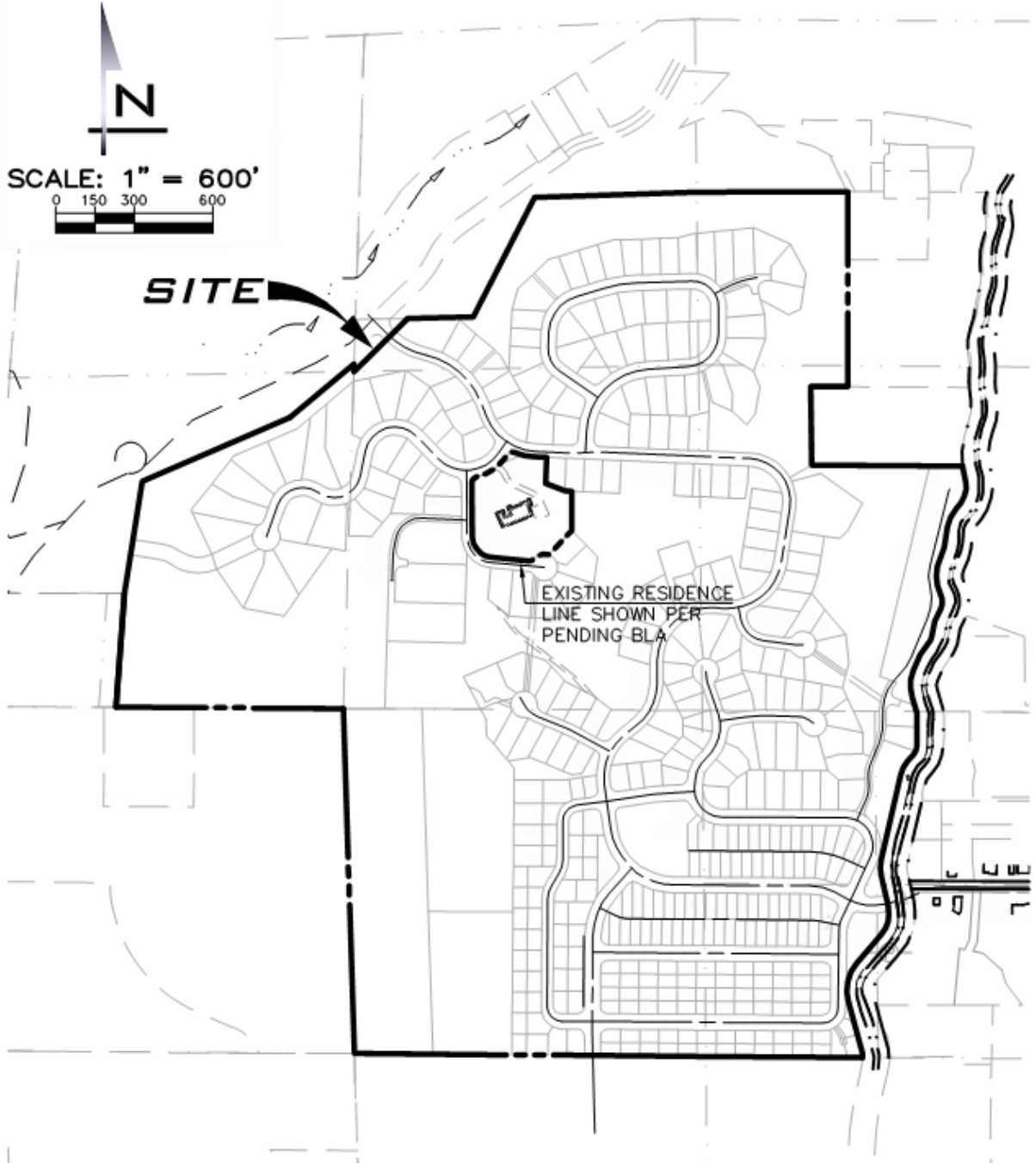


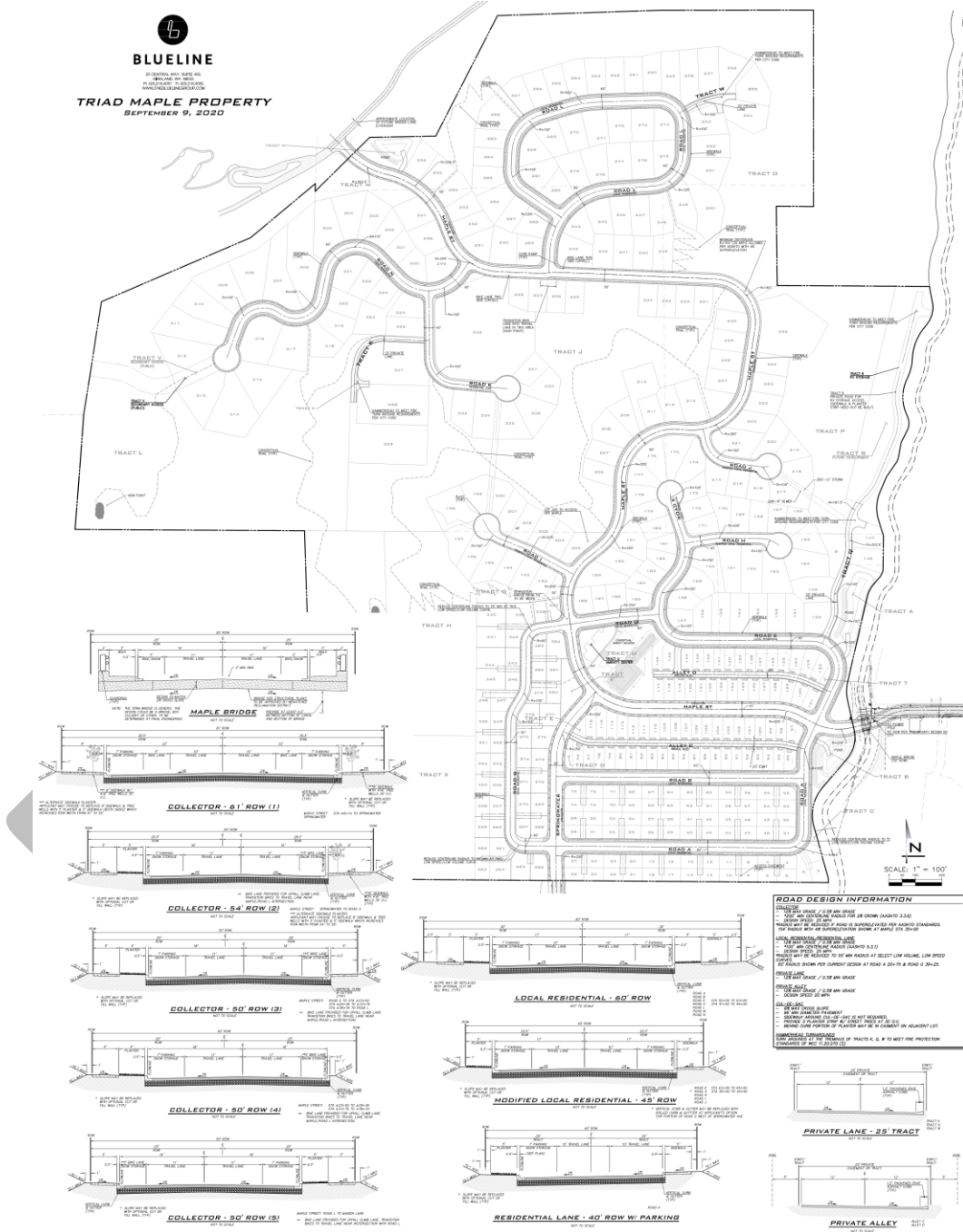
Exhibit D
Road Standards

- Page 1 – Overall Plan
- Page 2 – Overall Plan Tied to Key Map
- Page 3 – Collector 61' & Collector 54'
- Page 4 – Collector 50' with Parking
- Page 5 – Local Residential 60' & Modified Local Residential 45'
- Page 6 – Residential Lane 40' with Parking
- Page 7 – Private Lane – 38' Tract & Private Lane 25' Tract
- Page 8 – Private Alley
- Page 9 – Road Design Information
- Page 10 – Street Matrix

DRAFT

Exhibit D
 Road Standards - Page 1 of 10
 Overall Plan

BLU
BLUELINE
 25 CENTRAL AVENUE, SUITE 200
 RICHMOND, VA 23261
 WWW.BLUELINEVA.COM
TRIAD MAPLE PROPERTY
 SEPTEMBER 9, 2020



FULL SIZE ORIGINAL ON FILE WITH THE CITY

Exhibit D
Road Standards - Page 2 of 10
Overall Plan Tied to Key Map

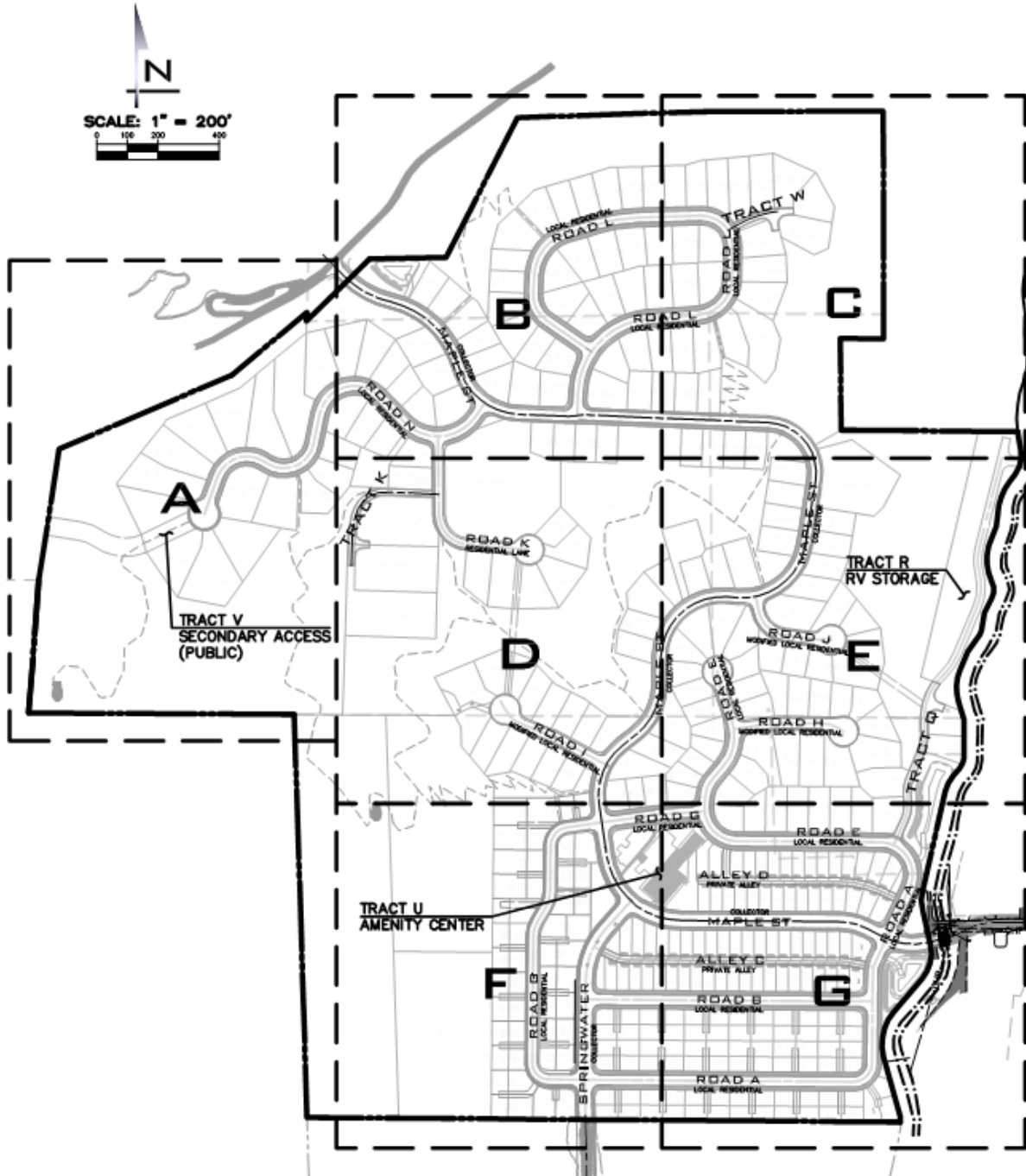


Exhibit D
Road Standards (page 2A)

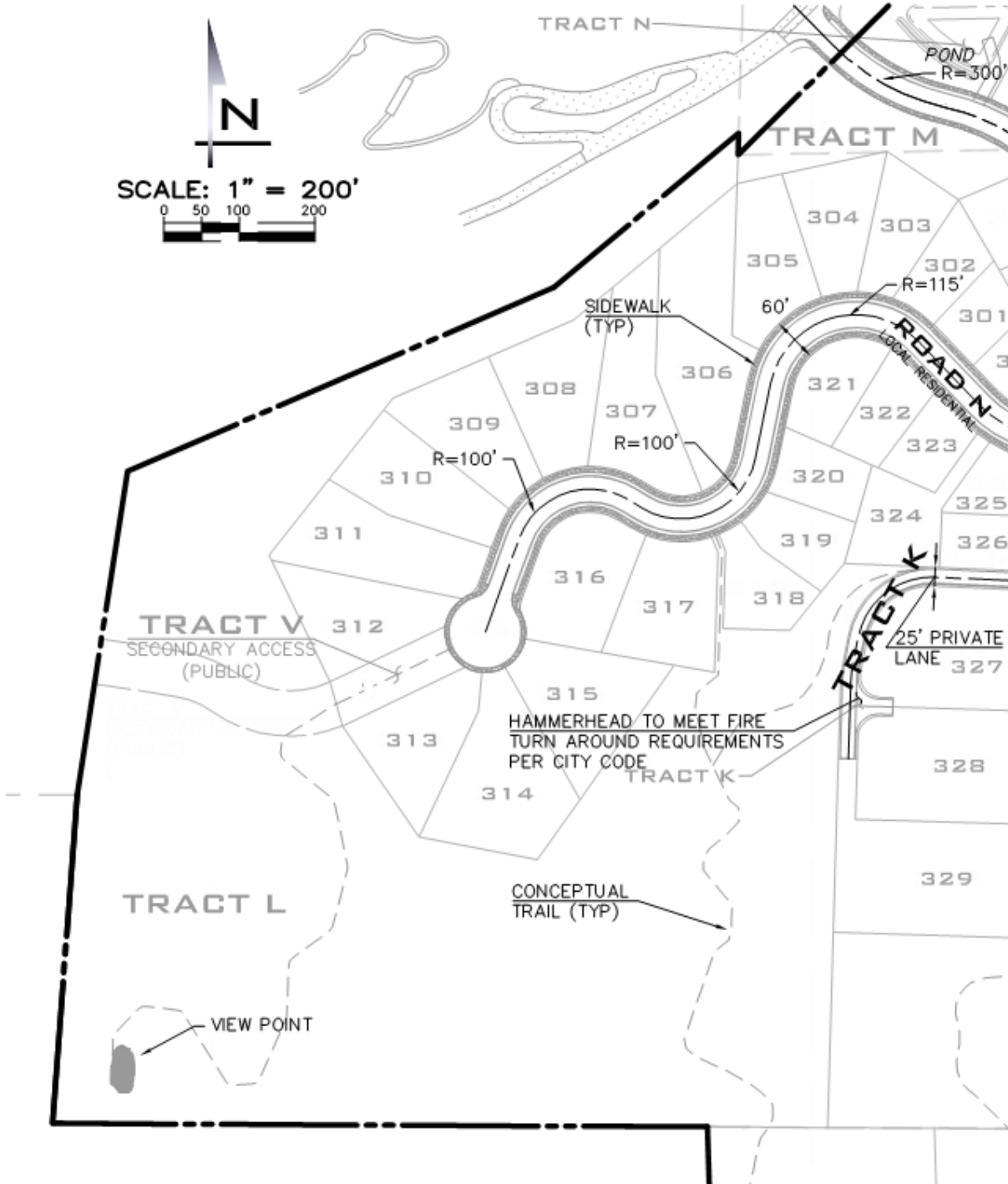


Exhibit D
Road Standards (page 2B)

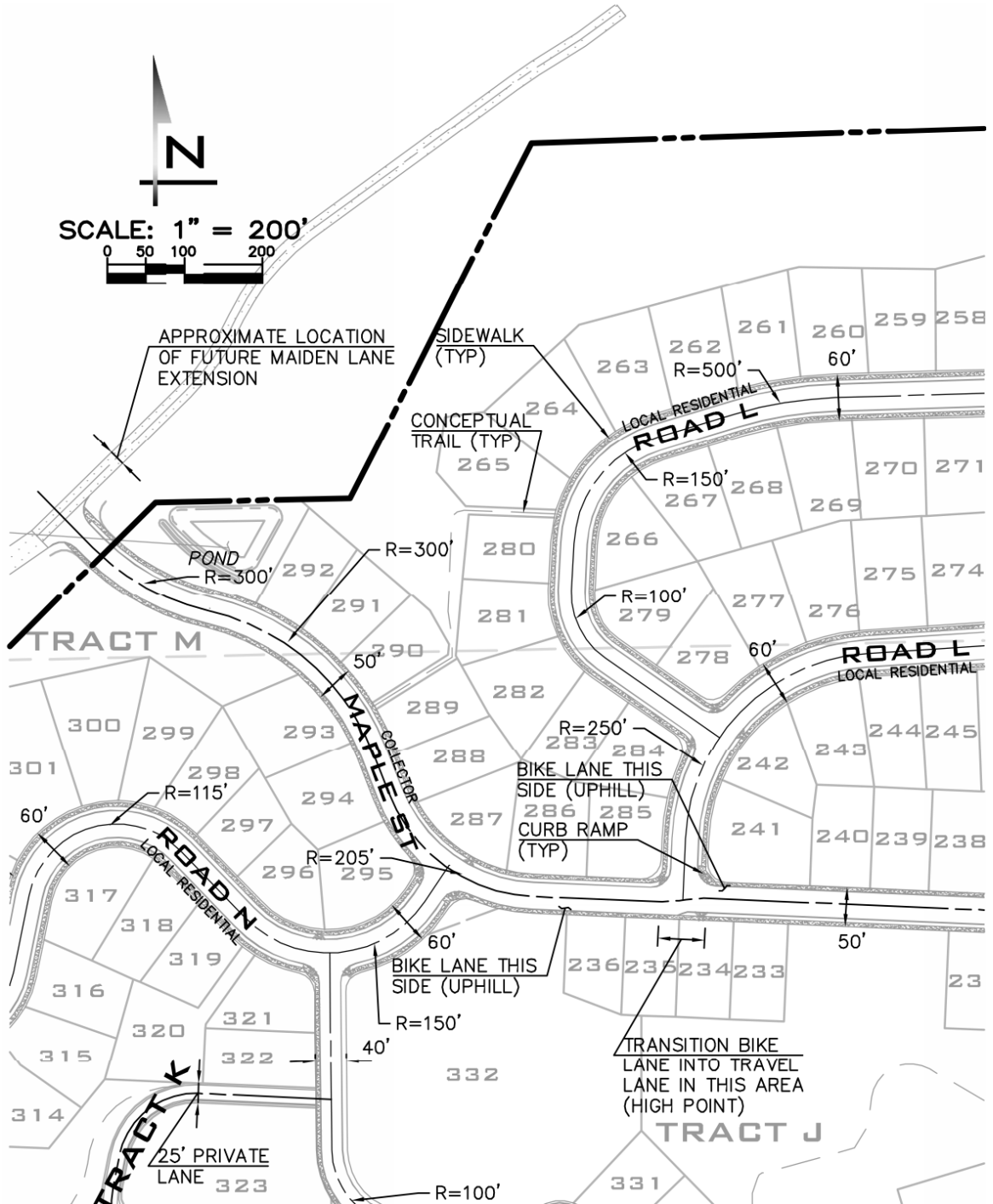


Exhibit D
Road Standards (page 2C)

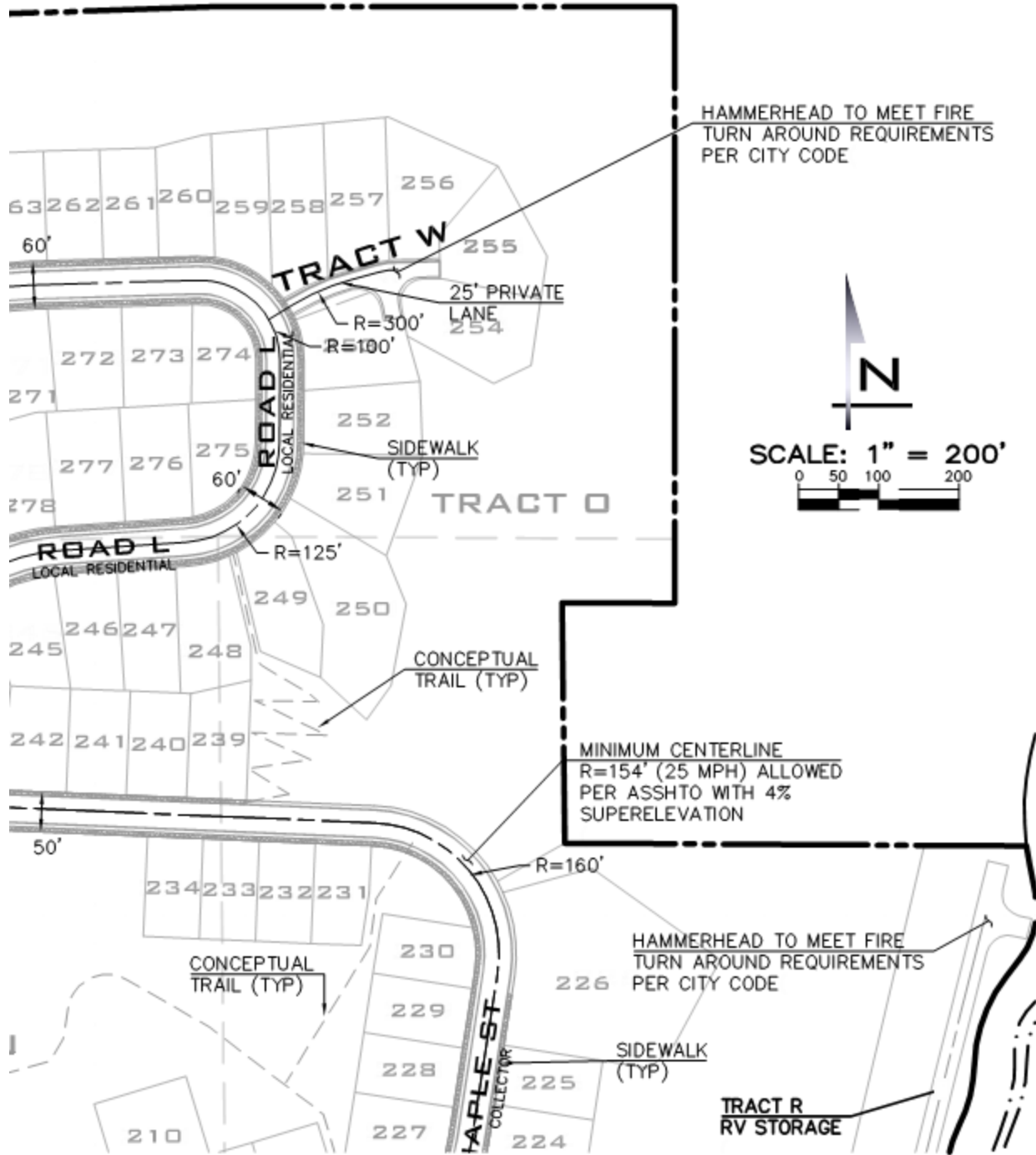


Exhibit D
Road Standards (page 2D)

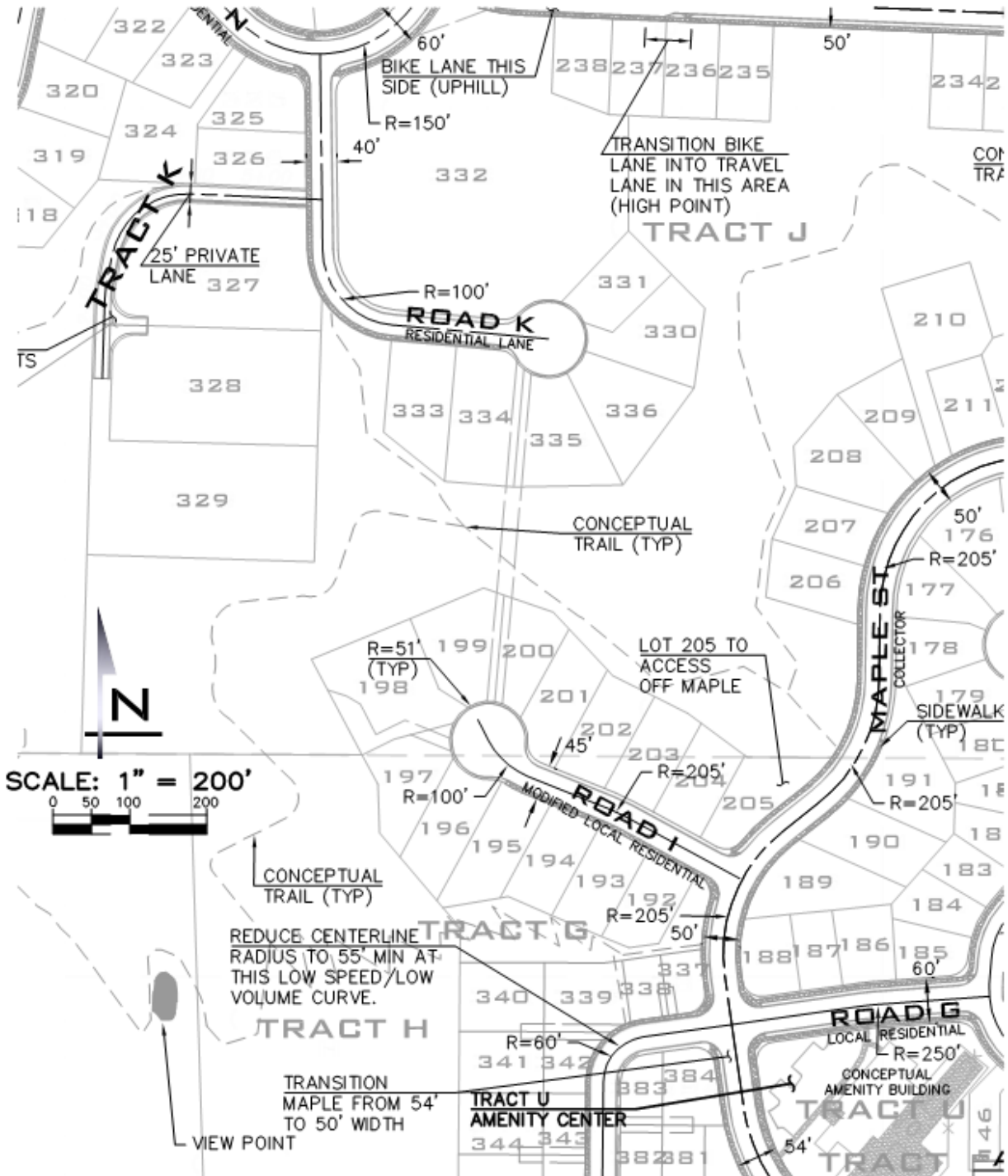


Exhibit D
Road Standards (page 2E)

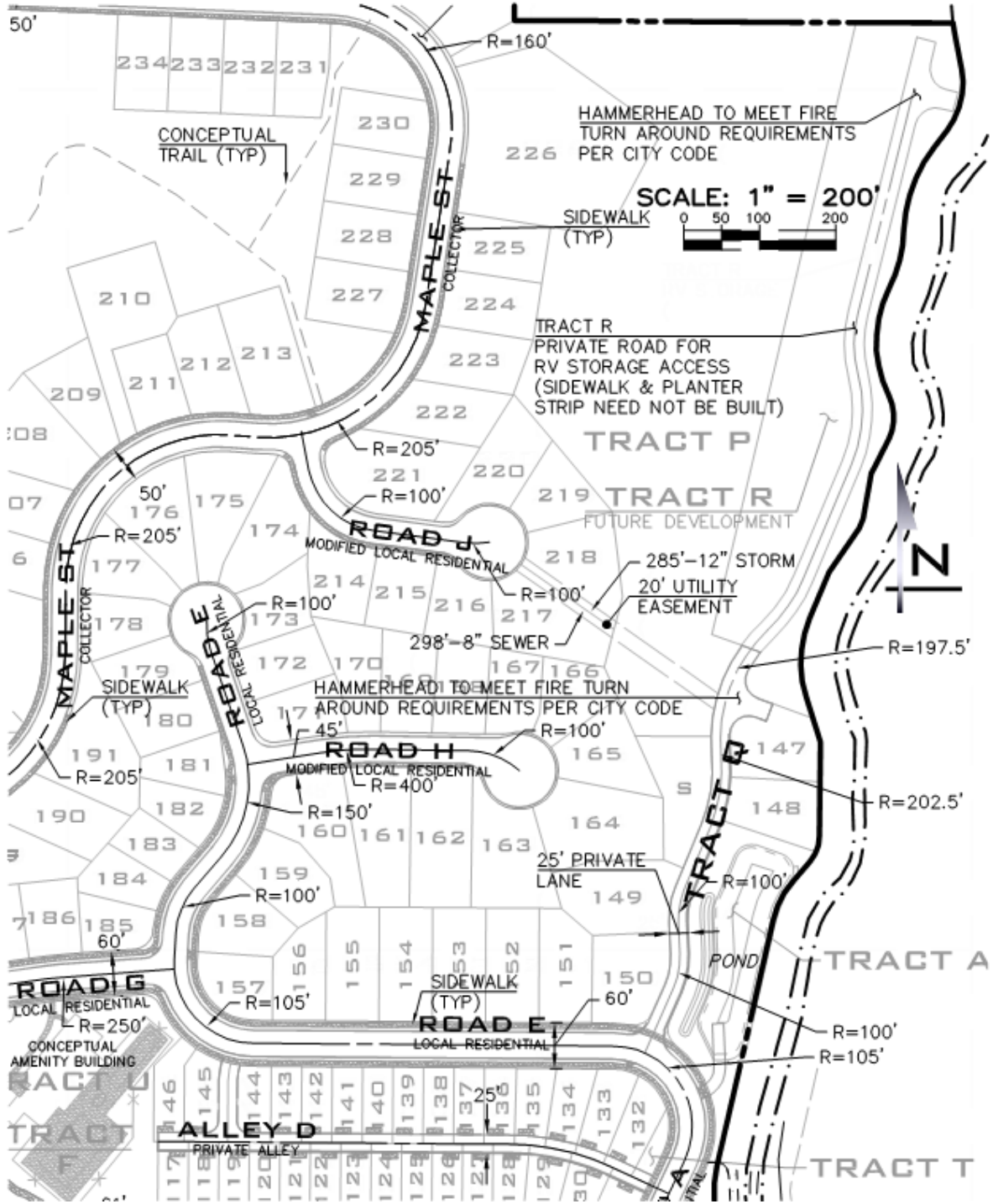


Exhibit D
Road Standards (page 2G)

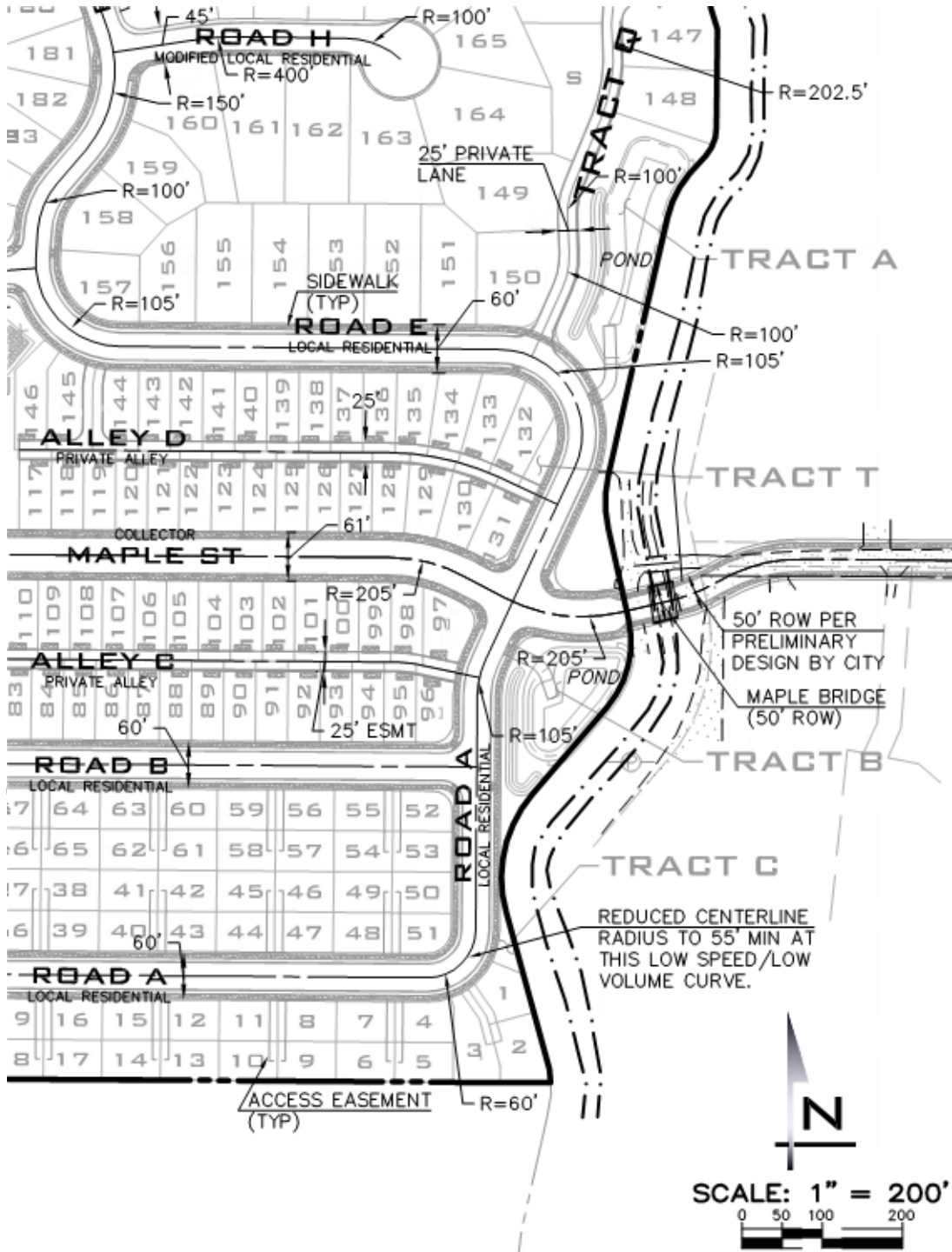
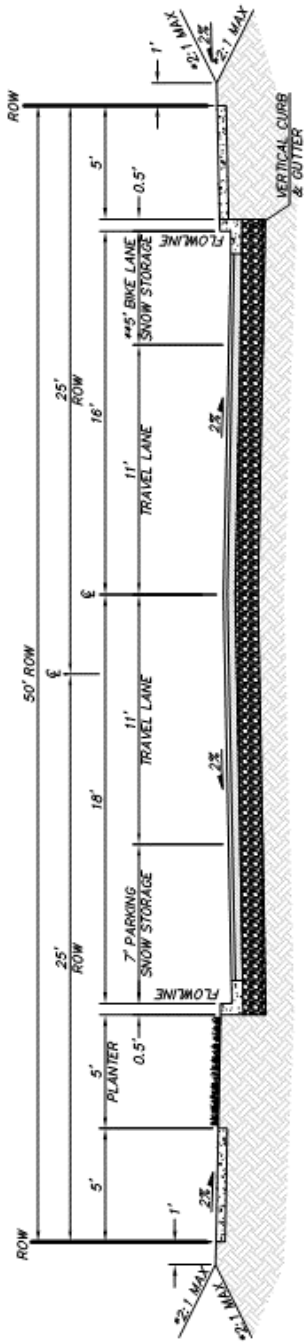


Exhibit D
 Road Standards - Page 4 of 10
 Collector 50' with Parking

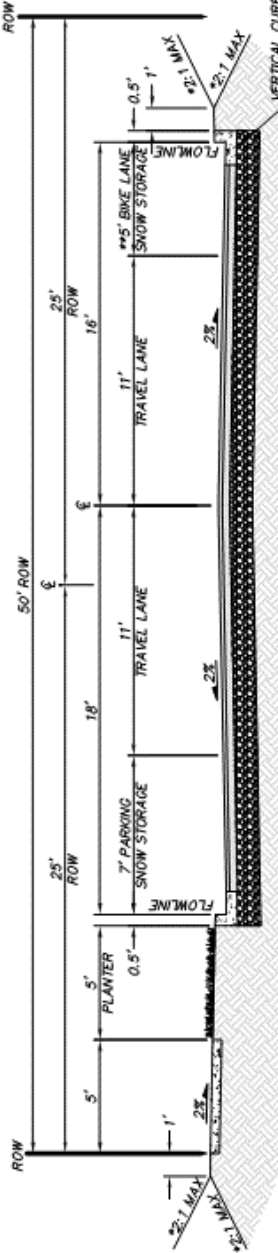


* SLOPE MAY BE REPLACED WITH OPTIONAL CUT OR FILL WALL (TYP)

MAPLE STREET: ROAD G TO STA ±23+50
 STA ±29+36 TO ±33+78
 STA ±38+34 TO ROAD L

** BIKE LANE PROVIDED FOR UPHILL CLIMB LANE. TRANSITION BIKES TO TRAVEL LANE NEAR MAPLE/ROAD L INTERSECTION.

COLLECTOR - 50' ROW (3)
 NOT TO SCALE

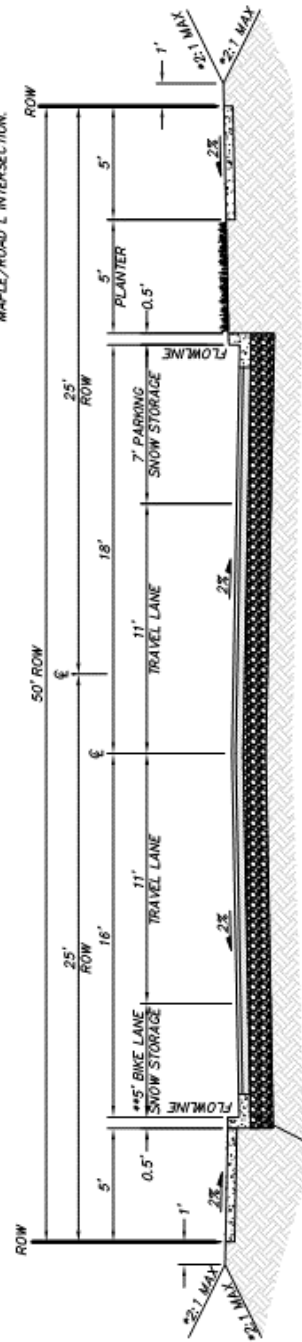


* SLOPE MAY BE REPLACED WITH OPTIONAL CUT OR FILL WALL (TYP)

MAPLE STREET: STA ±23+50 TO ±29+36
 STA ±33+78 TO ±39+34

** BIKE LANE PROVIDED FOR UPHILL CLIMB LANE. TRANSITION BIKES TO TRAVEL LANE NEAR MAPLE/ROAD L INTERSECTION.

COLLECTOR - 50' ROW (4)
 NOT TO SCALE



* SLOPE MAY BE REPLACED WITH OPTIONAL CUT OR FILL WALL (TYP)

MAPLE STREET: ROAD L TO MAIDEN LANE
 BIKE LANE PROVIDED FOR UPHILL CLIMB LANE. TRANSITION BIKES TO TRAVEL LANE NEAR INTERSECTION WITH ROAD L.

COLLECTOR - 50' ROW (5)
 NOT TO SCALE

Exhibit D
 Road Standards - Page 5 of 10
 Local Residential 60' & Modified Local Residential 45'

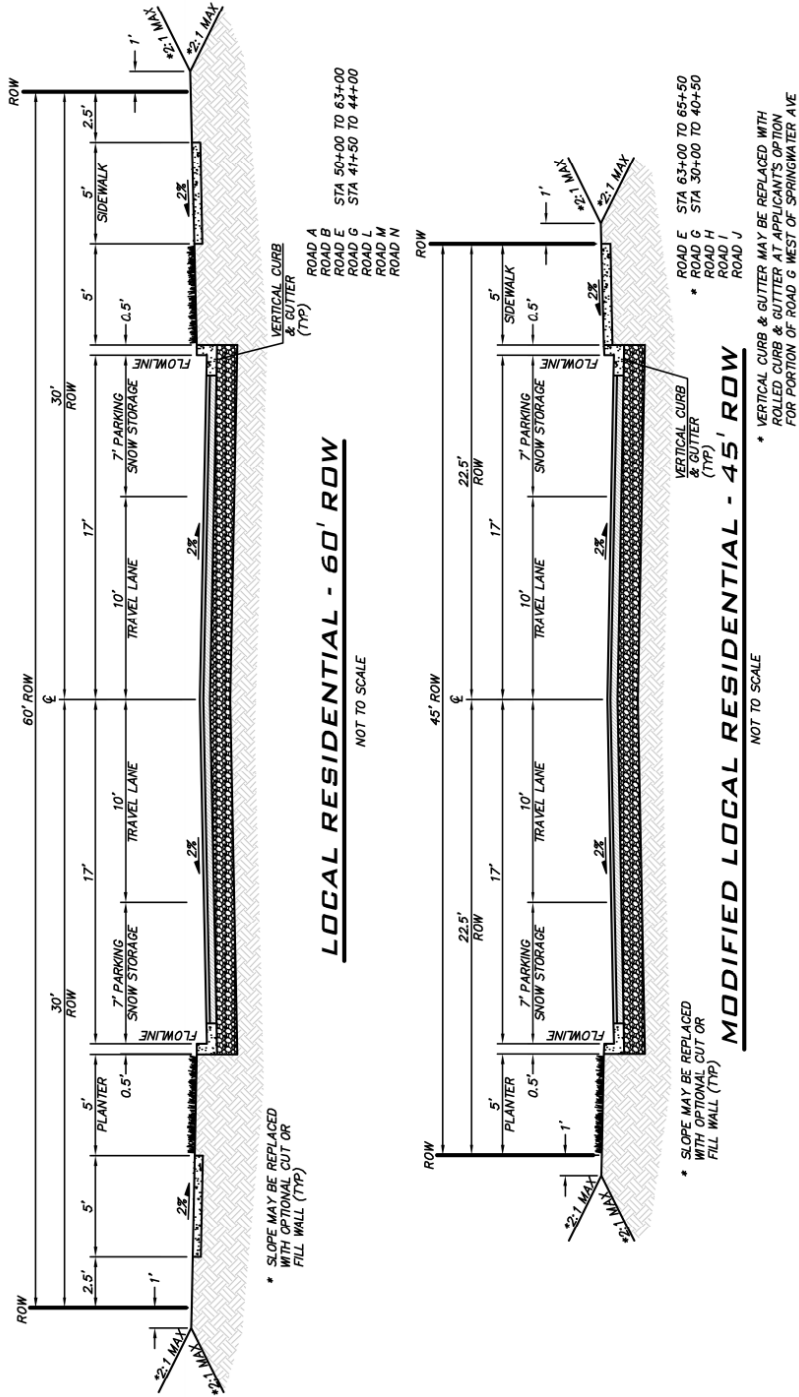
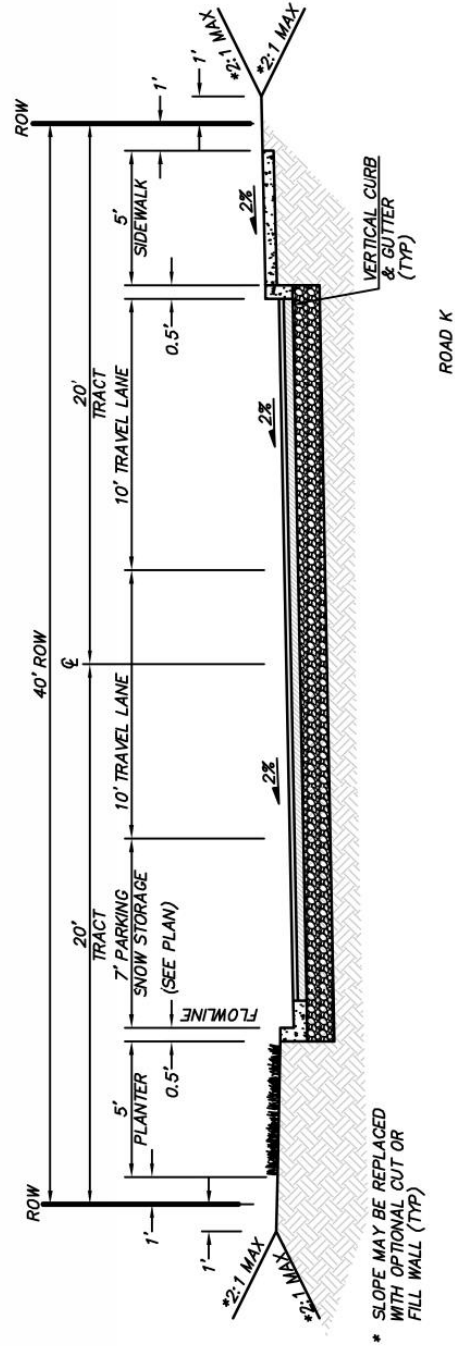


Exhibit D
 Road Standards - Page 6 of 10
 Residential Lane 40' with Parking



RESIDENTIAL LANE - 40' ROW W/ PARKING

NOT TO SCALE

Exhibit D
Road Standards - Page 7 of 10
Private Lane 25' Tract

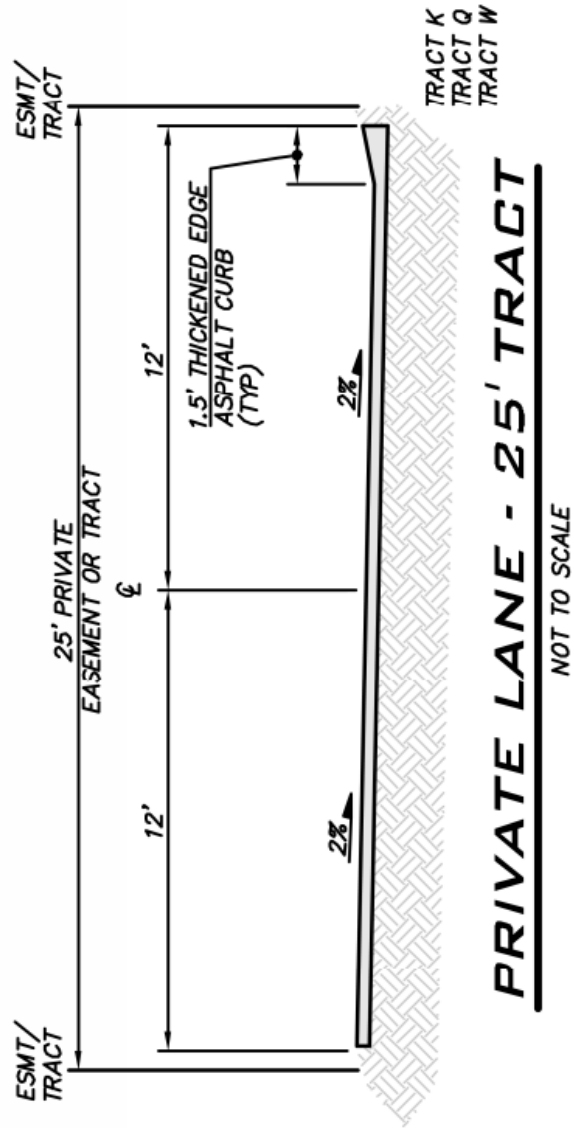


Exhibit D
Road Standards - Page 8 of 10
Private Alley

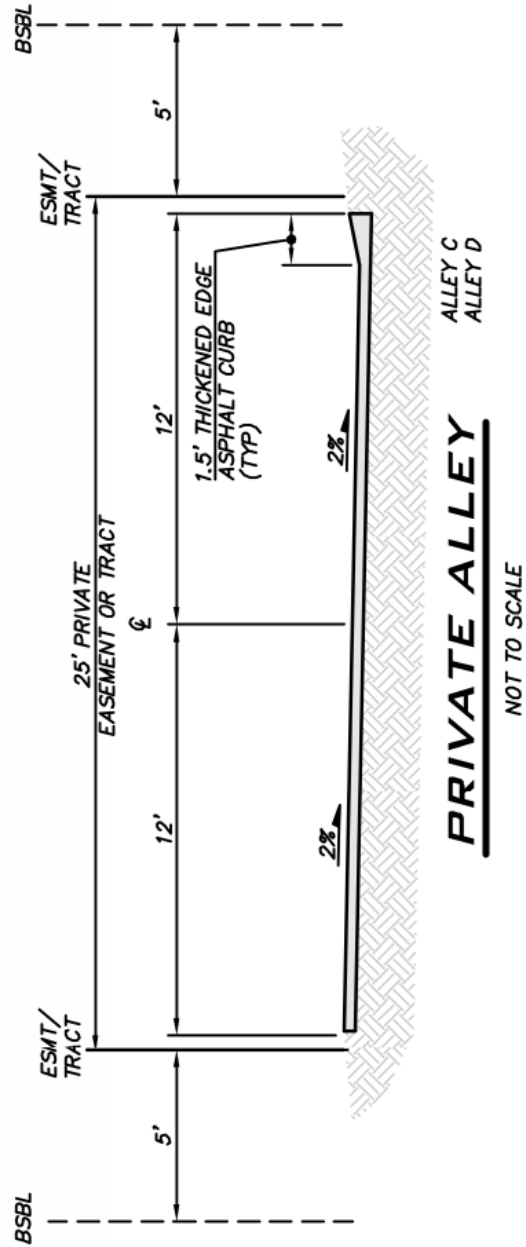


Exhibit D
Road Standards - Page 9 of 10
Road Design Information

COLLECTOR

- 12% MAX GRADE / 0.5% MIN GRADE
- *200' MIN CENTERLINE RADIUS FOR 2% CROWN (AASHTO 3.3.6)
- DESIGN SPEED: 25 MPH

* RADIUS MAY BE REDUCED IF ROAD IS SUPERELEVATED PER AASHTO STANDARDS.
154' RADIUS WITH 4% SUPERELEVATION SHOWN AT MAPLE STA 35+00

LOCAL RESIDENTIAL/RESIDENTIAL LANE

- 12% MAX GRADE / 0.5% MIN GRADE
- *100' MIN CENTERLINE RADIUS (AASHTO 5.3.1)
- DESIGN SPEED: 25 MPH

* RADIUS MAY BE REDUCED TO 55' MIN RADIUS AT SELECT LOW VOLUME, LOW SPEED CURVES.
60' RADIUS SHOWN PER CURRENT DESIGN AT ROAD A 20+75 & ROAD G 39+25.

PRIVATE LANE

- 12% MAX GRADE / 0.5% MIN GRADE

PRIVATE ALLEY

- 12% MAX GRADE / 0.5% MIN GRADE
- DESIGN SPEED 20 MPH

CUL-DE-SAC

- 8% MAX CROSS SLOPE PER WCC.20.020
- 96' MIN DIAMETER PAVEMENT
- SIDEWALK AROUND CUL-DE-SAC IS NOT REQUIRED.
- PROVIDE 5' PLANTER STRIP W/ STREET TREES AT 30' O.C.
- BEHIND CURB PORTION OF PLANTER MAY BE IN EASEMENT ON ADJACENT LOT.

HAMMERHEAD TURNAROUNDS

TURN AROUNDS AT THE TERINUS OF TRACTS K, Q, W TO MEET FIRE PROTECTION STANDARDS
OF WCC 11.20.070 (2)

Exhibit D
Road Standards - Page 10 of 10
Street Matrix

Road Name	Start Station	End Station	Dedicated ROW Width	Pavement Width	Driving Lane Width	Parking Lane Width	Bike Lane Width	Vertical Curb and Gutter	Landscape Strip Width	Landscape Strip Location	Street Trees in Landscaped Strip 30 Ft o.c.	Sidewalk Width	Sidewalk Sides or One Side
Maple St	Start ±16+22	End ±19+02	61' ³	44'	10'	7' (Both Sides)	5' (Both Sides)	Yes	4' ³	Both sides ³	Yes	8' ³ or 5' ³	Both Sides
Maple St	Start ±16+22	End ±19+02	54'	34'	11'	7' (One Side W)	5' (One Side E)	Yes	4' ⁴	Both Sides ⁴	Yes	5' (W) 4' ⁸ (E) ⁴	Both Sides ⁴
Maple St	Start ±19+02	End ±23+50	50'	34'	11'	7' (One Side N/W)	5' (One Side E/S)	Yes	5'	One Side	Yes	5'	Both Sides
Maple St	Start ±23+50	End ±29+36	50'	34'	11'	7' (One Side N/W)	5' (One Side E/S)	Yes	5'	One Side	Yes	5'	One Side (N/W)
Maple St	Start ±29+36	End ±33+12	50'	34'	11'	7' (One Side N/W)	5' (One Side E/S)	Yes	5'	One Side	Yes	5'	Both Sides
Maple St	Start ±33+12	End ±41+36	50'	34'	11'	7' (One Side W/S)	5' (One Side)	Yes	5'	One Side	Yes	5'	One Side (W/S)
Maple St	Start ±41+36	End ±42+98	50'	34'	11'	7' (One Side S)	5' (One Side N)	Yes	5'	One Side (S)	Yes	5'	Both Sides
Maple St	Start ±42+98	End	50'	34'	11'	7' (One Side N/E)	5' (One Side)	Yes	5'	One Side (N/E)	Yes	5'	Both Sides
Springwater	Start End	61'/65' ³	44'	10'	10'	7' (Both Sides)	5' (Both Sides)	Yes	4' ³	Both sides ³	Yes	8' ³ or 5' ³	Both Sides
Road A	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road B	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road C	Start End	±63+18	60'	34'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road D	Start End	±63+18	45'	34'	10'	7' (Both Sides)	---	Yes	5'	One Side (E)	Yes & CDS	5'	One Side (W)
Road E	Start End	±40+83	45'	34'	10'	7' (Both Sides)	---	Yes ⁹	5'	One Side (E/S)	Yes	5'	One Side (N/W)
Road F	Start End	±40+83	60'	34'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road G	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	One Side (N)	Yes & CDS	5'	One Side (S)
Road H	Start End	45'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	One Side (N)	Yes & CDS	5'	One Side (S)
Road I	Start End	45'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	One Side (N)	Yes & CDS	5'	One Side (S)
Road J	Start End	45'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	One Side (N/E)	Yes & CDS	5'	One Side (W/S)
Road K	Start End	40'	27'	10'	10'	7' (One Side N/E)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road L	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road M	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes	5'	Both Sides
Road N	Start End	60'	34'	10'	10'	7' (Both Sides)	---	Yes	5'	Both Sides	Yes & CDS	5'	Both Sides
Tract K	Start End	25' ¹	24'	12'	12'	---	---	No ³	---	---	No	---	---
Tract Q	Start End	25' ¹	24'	12'	12'	---	---	No ⁶	---	---	No	---	---
Tract W	Start End	25' ¹	24'	12'	12'	---	---	No ⁷	---	---	No	---	---
Alley C	Start End	25' ²	24'	12'	12'	---	---	No ⁸	---	---	No	---	---
Alley D	Start End	25' ²	24'	12'	12'	---	---	No ⁸	---	---	No	---	---

Footnotes:

- ¹ No ROW, Private Access Tract
- ² No ROW, Private Access Easement
- ³ Applicant may choose to install either 8' sidewalk w/ 4'x6' tree wells at 30' O.C. in 61' ROW or 5' sidewalk with 5' planter with trees 30' O.C. in 65' ROW
- ⁴ 4'x6' planter tree wells on North and East side with 30' intervals 5' Planter Strip on South and West Side
- ⁵ 25' Private Access Tract, 1.5' Thickened Edge Asphalt curb on South/East Side
- ⁶ 25' Private Access Tract, 1.5' Thickened Edge Asphalt curb on East Side
- ⁷ 25' Private Access Tract, 1.5' Thickened Edge Asphalt curb on North Side
- ⁸ 25' Private Access Easement, 1.5' Thickened Edge Asphalt curb on South Side
- ⁹ Rolled curb may be substituted for vertical curb & gutter for Road G West of Springwater

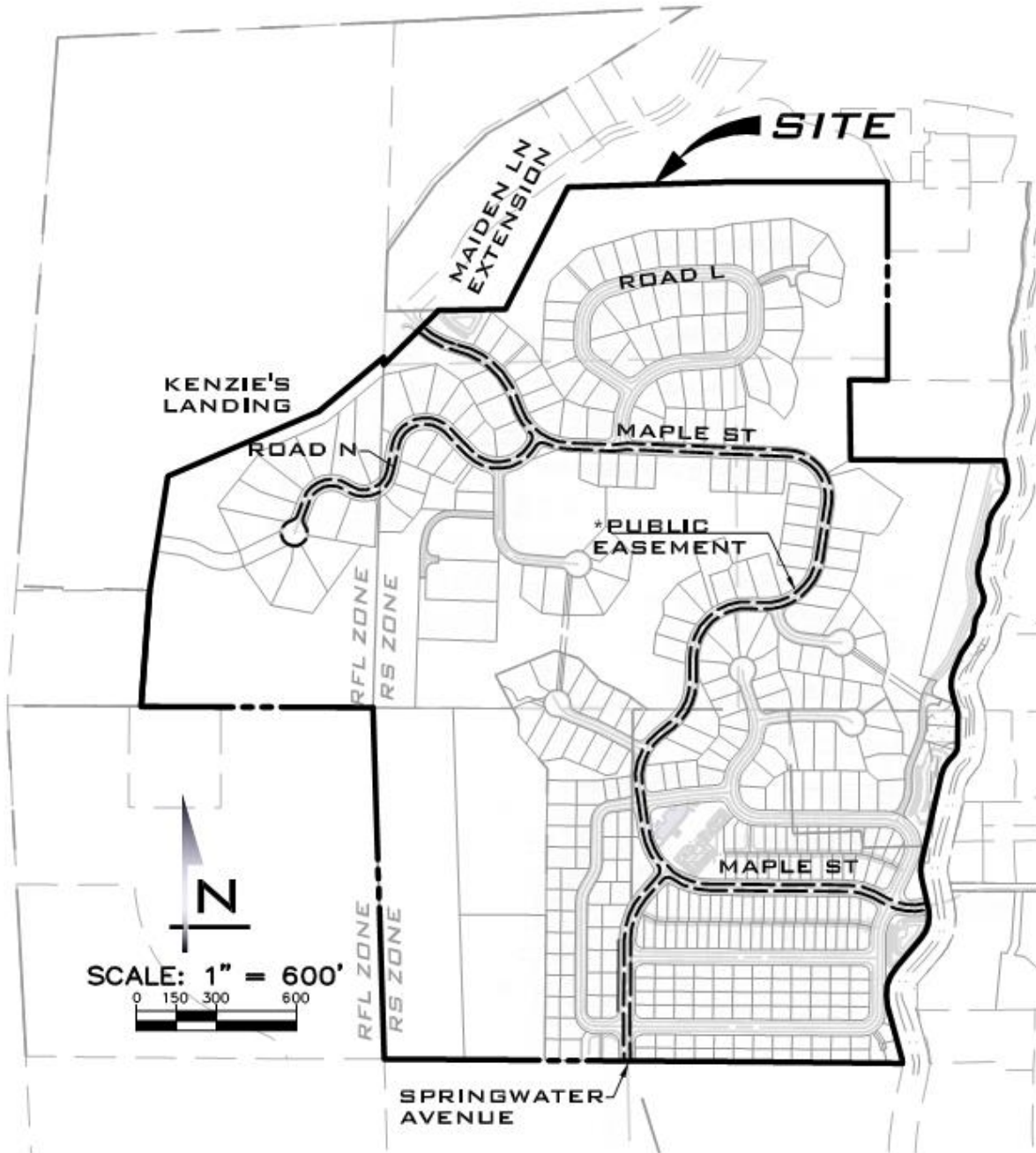
Note: -See page 9 of 10 for additional road design information
 -Applicant may choose to replace 8' sidewalk w/ tree well option on Maple and Springwater with standard 5' sidewalk and 5' planter provided ROW width is increased accordingly

Exhibit E
Buildout Schedule

2021	50 Units (1 access)
2022	50 Units + 1000± SF café or sales office
2023	50 units (2 access points either Maple/Maiden OR Maple/Springwater)
2024	49 units (2 access points either Maple/Maiden OR Maple/Springwater)
2025	51 units (2 access points either Maple/Maiden OR Maple/Springwater)
2026	50 units *(See note below regarding access points)
2027	50 units (3 access points)
2028	50 units (3 access points)
2029	50 units (3 access points)
<hr/>	
Total	450 units

* In the event the Maiden Lane connection is not yet completed, the project will be allowed to serve all units between the south property line and the intersection of Maple and Road J including those lots along Road J provided both Maple and Springwater access points are available.

Exhibit F
Public Easement



* NOTE: PUBLIC EASEMENT TO BE 24' WIDE TO ACCOMMODATE
20' FIRE APPARATUS ACCESS ROAD PER WCC 11.20.070(2)

Exhibit G
 Internal Extension of Springwater Avenue

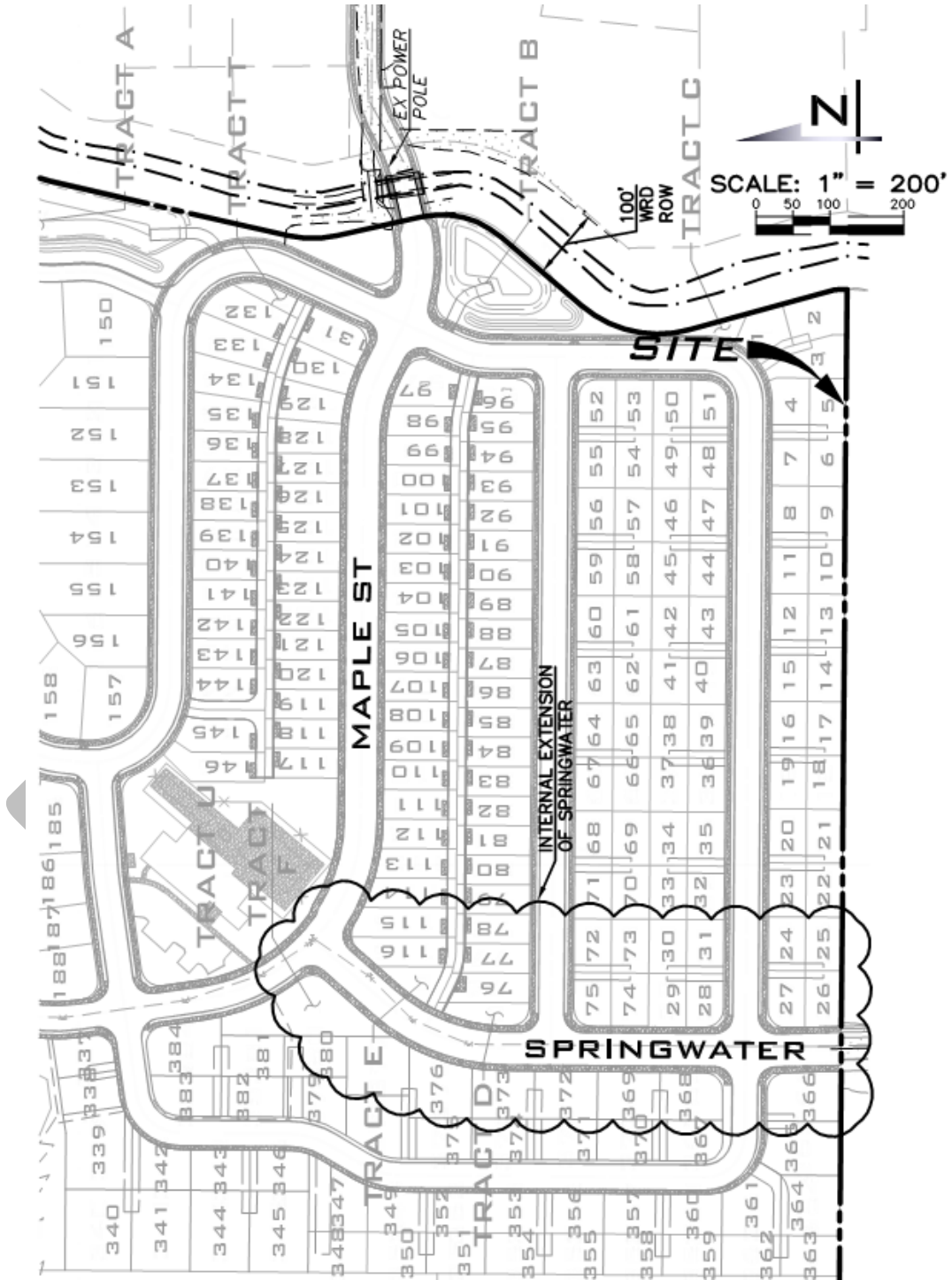


Exhibit H
Maple Street Extension

Page 1 – Plan
Page 2 – Profile
Page 3 - Section

DRAFT

Exhibit H
 Maple Street Extension – Page 1 of 4
 Plan

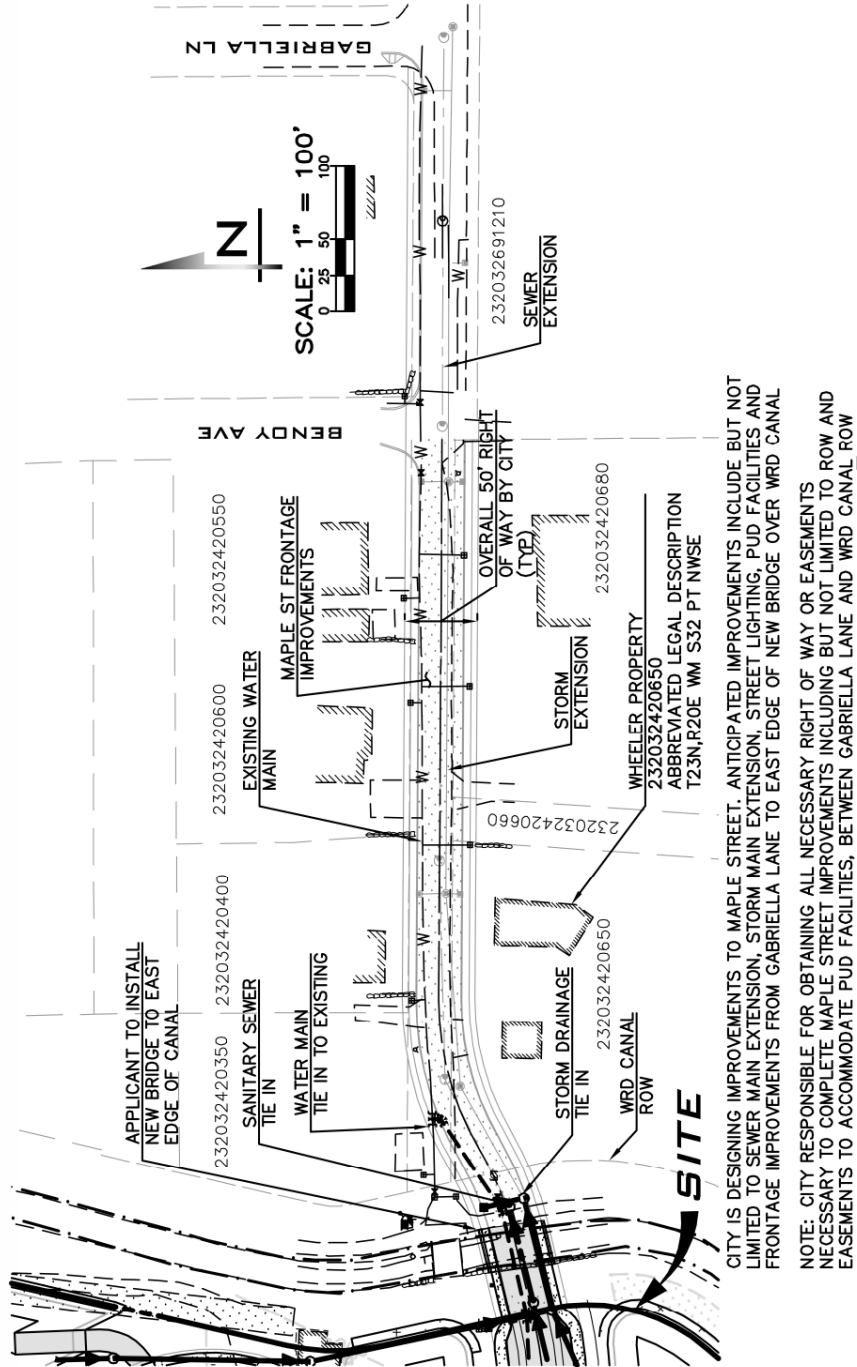


Exhibit H
 Maple Street Extension – Page 2 of 4
 Plan View (per City Design)

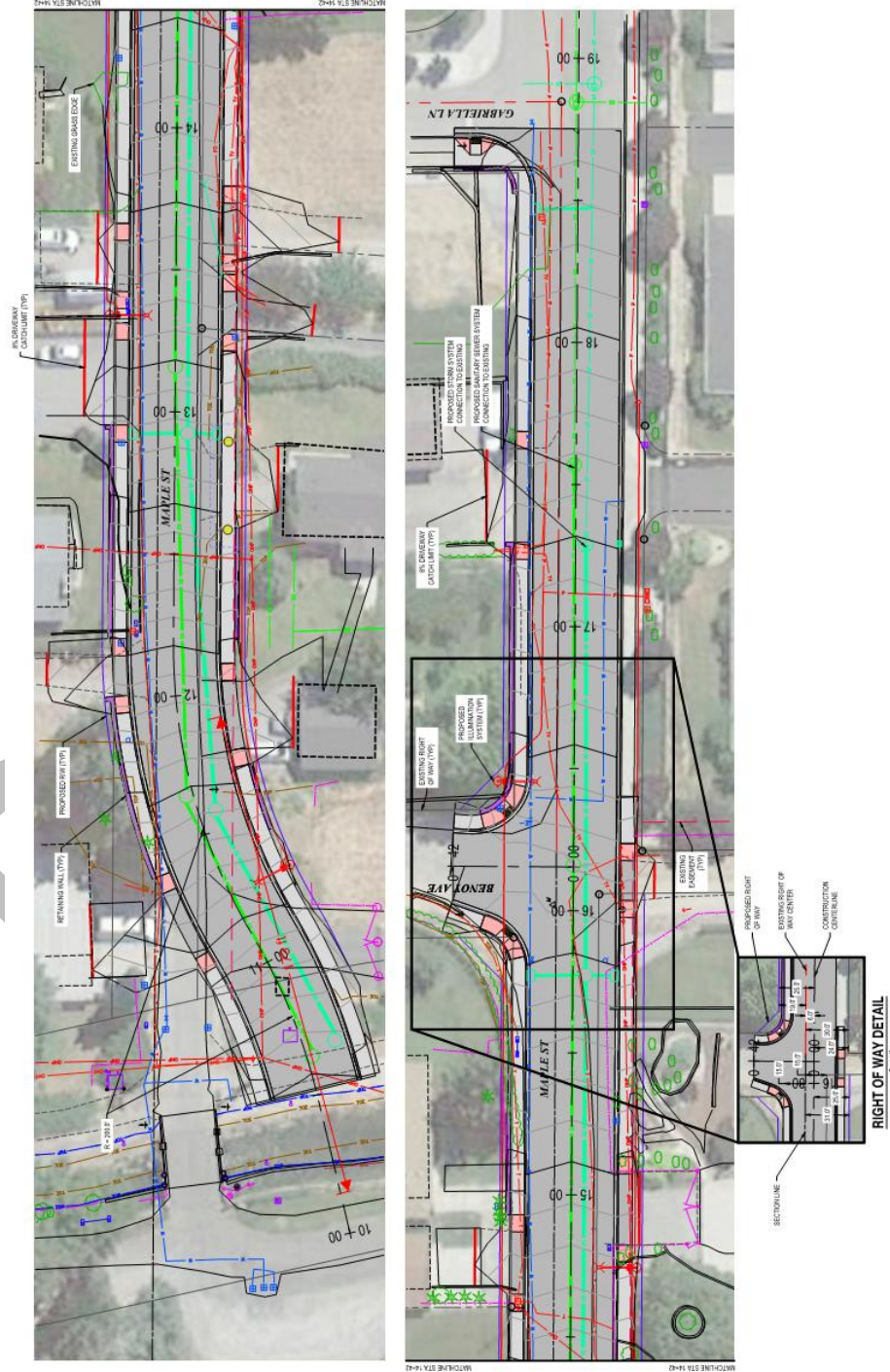


Exhibit H
 Maple Street Extension – Page 3 of 4
 Profile (per City Design)

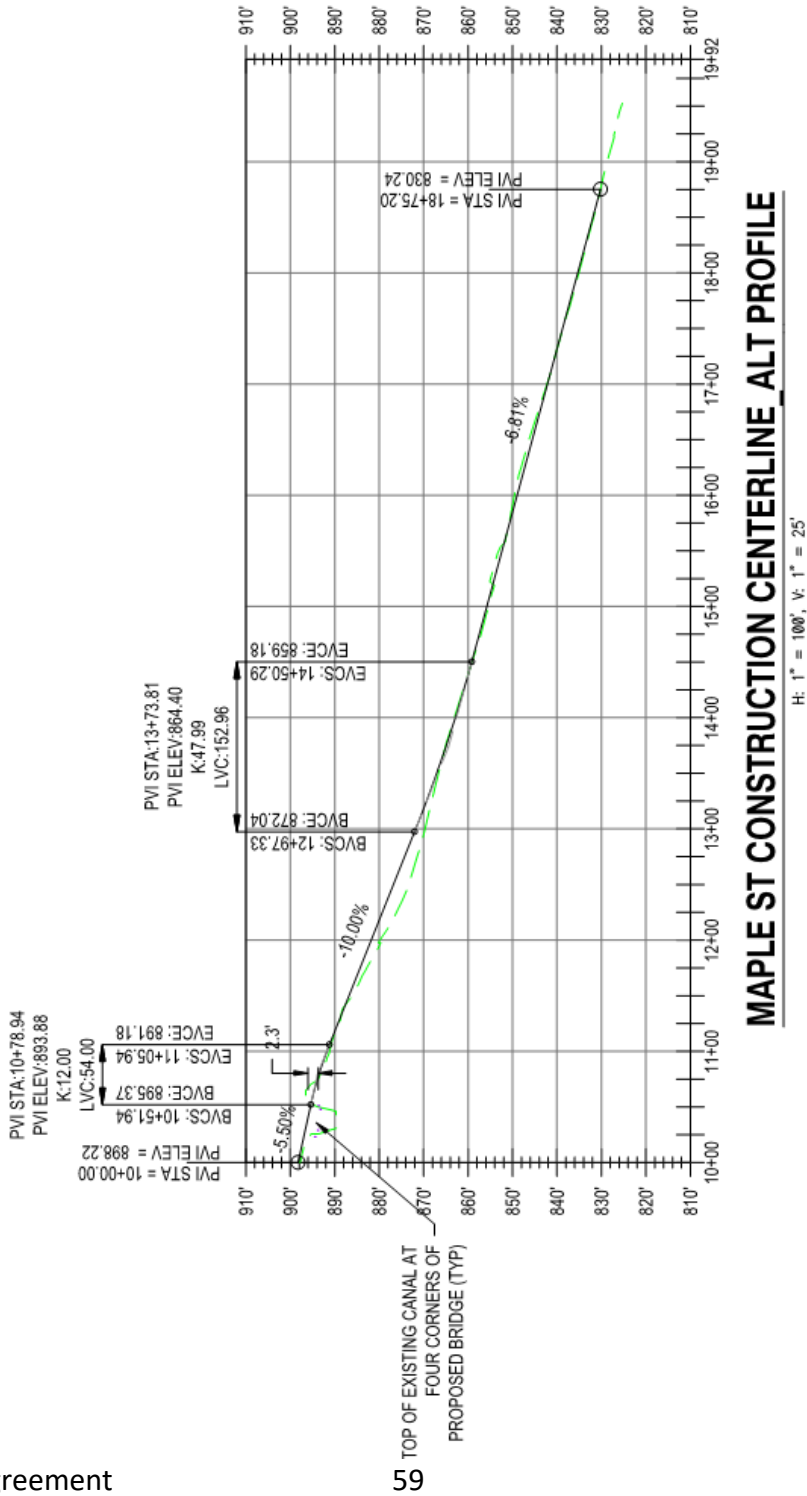
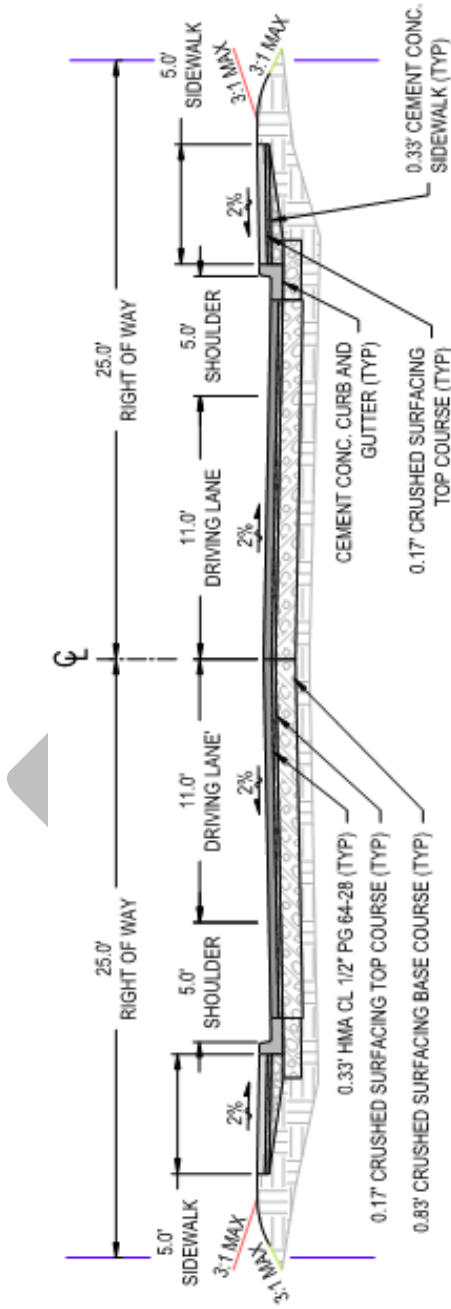
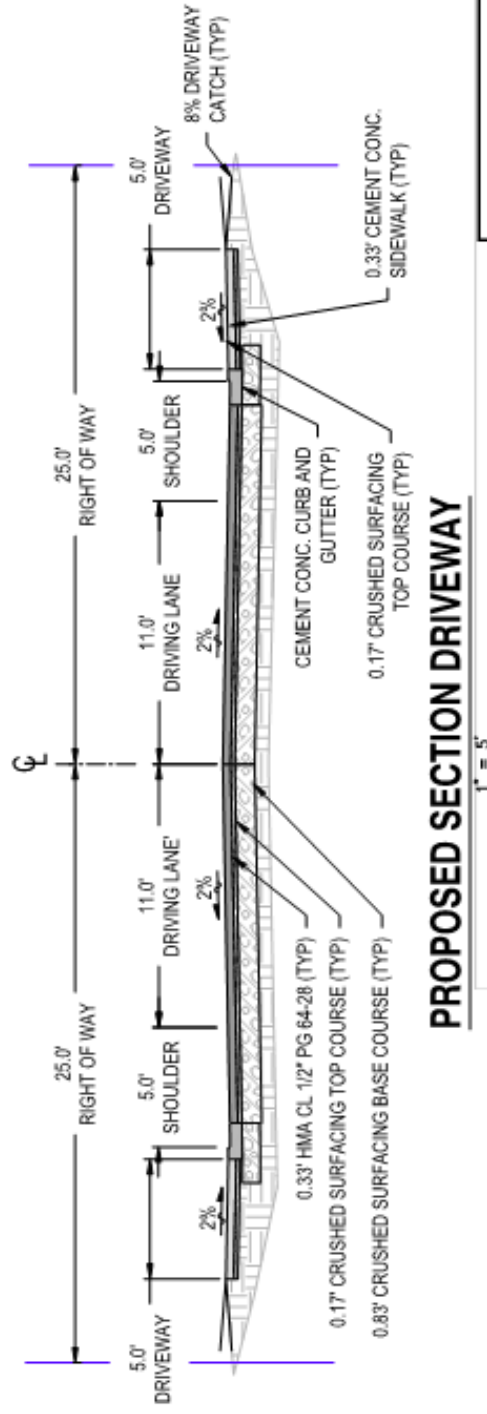


Exhibit H
 Maple Street Extension – Page 4 of 4
 Section (per City Design)



PROPOSED SECTION
 1" = 5'



PROPOSED SECTION DRIVEWAY
 1" = 5'

Exhibit I
Bridge

Page 1 – Plan
Page 2 – Section

DRAFT

Exhibit I
Bridge – Page 1 of 2
Plan

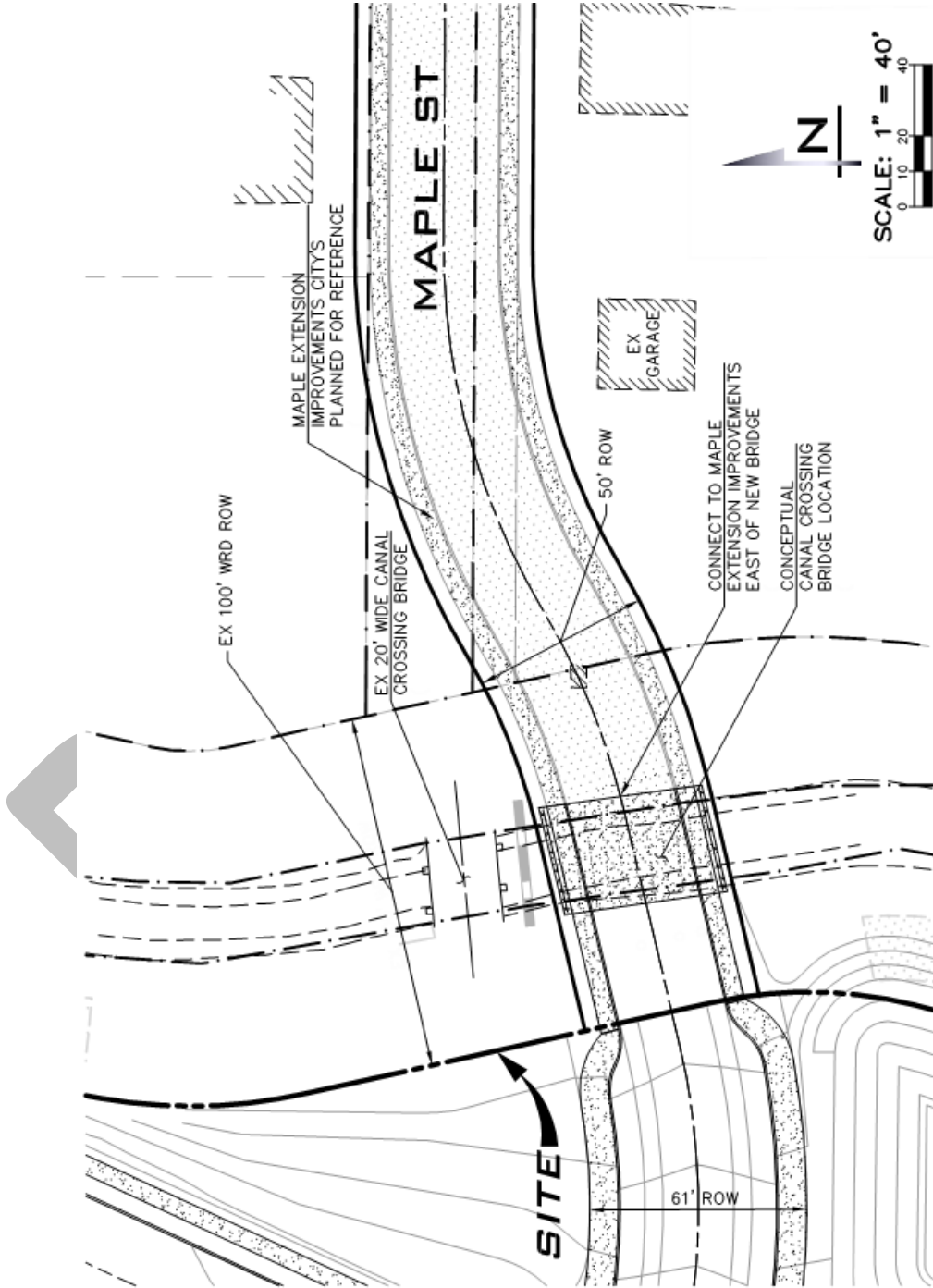


Exhibit I
 Bridge – Page 2 of 2
 Section

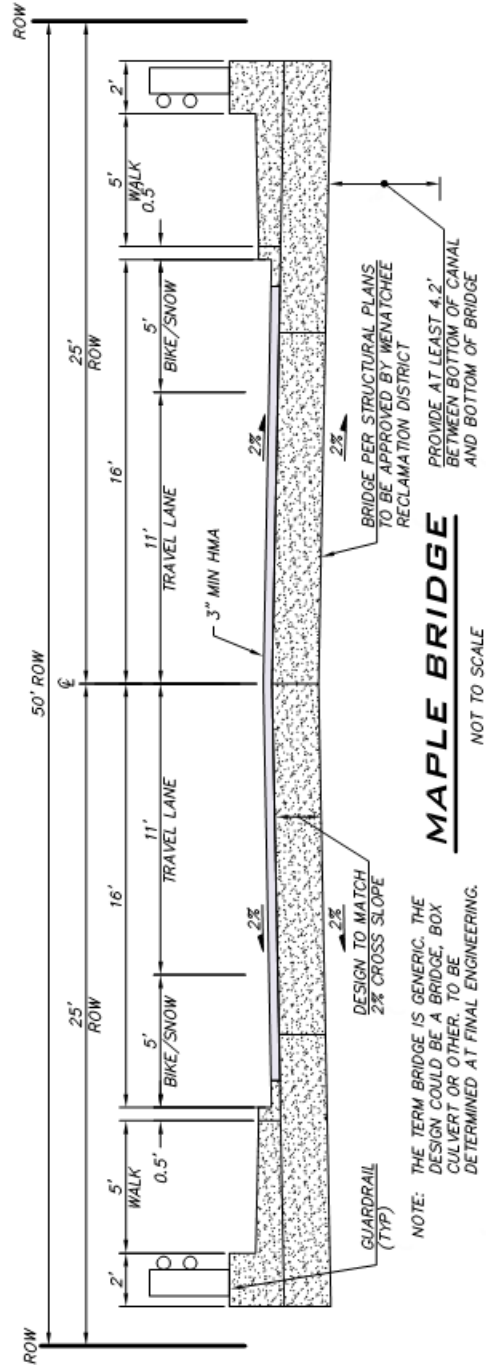


Exhibit J
Depiction of Future Extension of Springwater

Page 1 – Plan View

Page 2 – Section

DRAFT

Exhibit J
 Depiction of Future Extension of Springwater
 Sheet 1 of 2 – Plan View

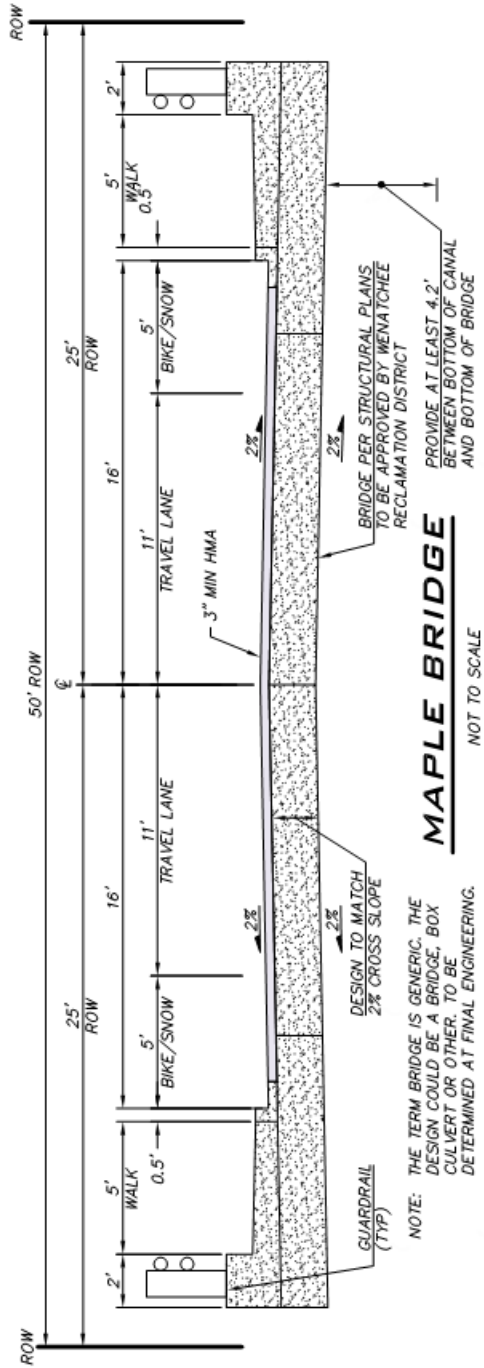


Exhibit J
 Depiction of Future Extension of Springwater
 Sheet 2 of 2 – Section

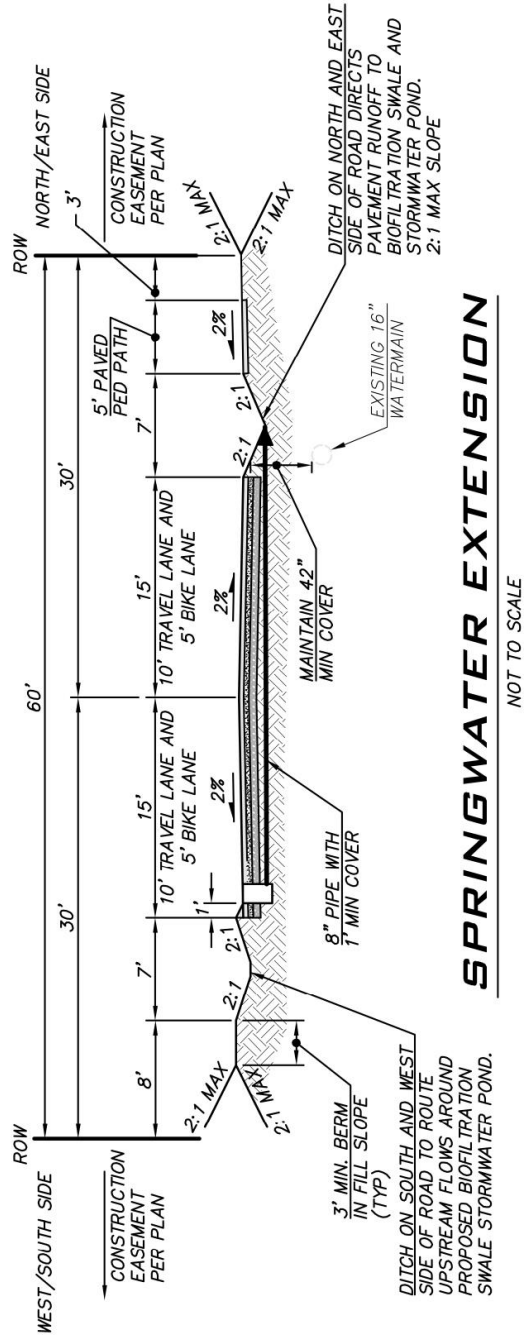


Exhibit K
Depiction of Build out to Road J

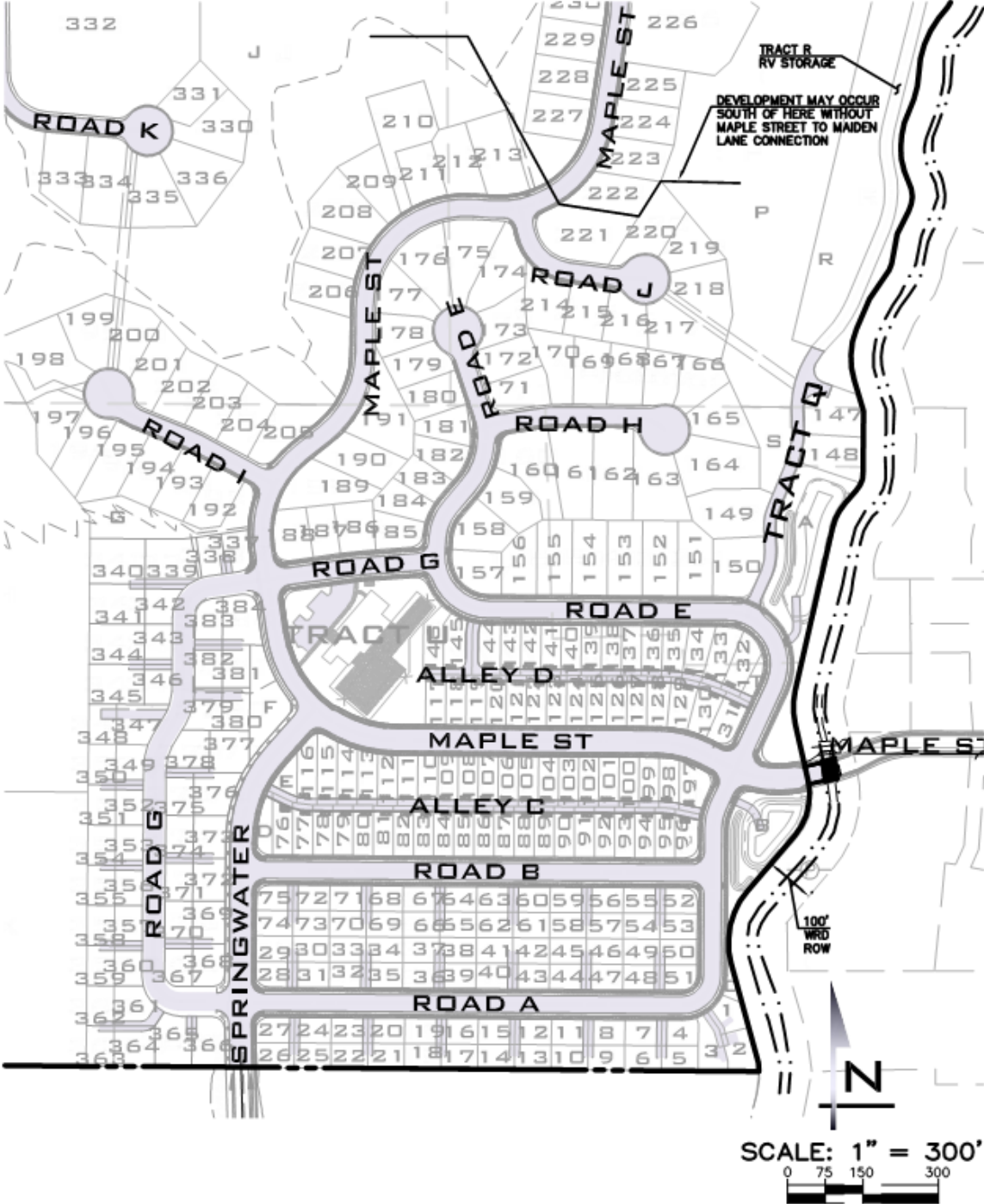


Exhibit L
Maiden Lane Extension

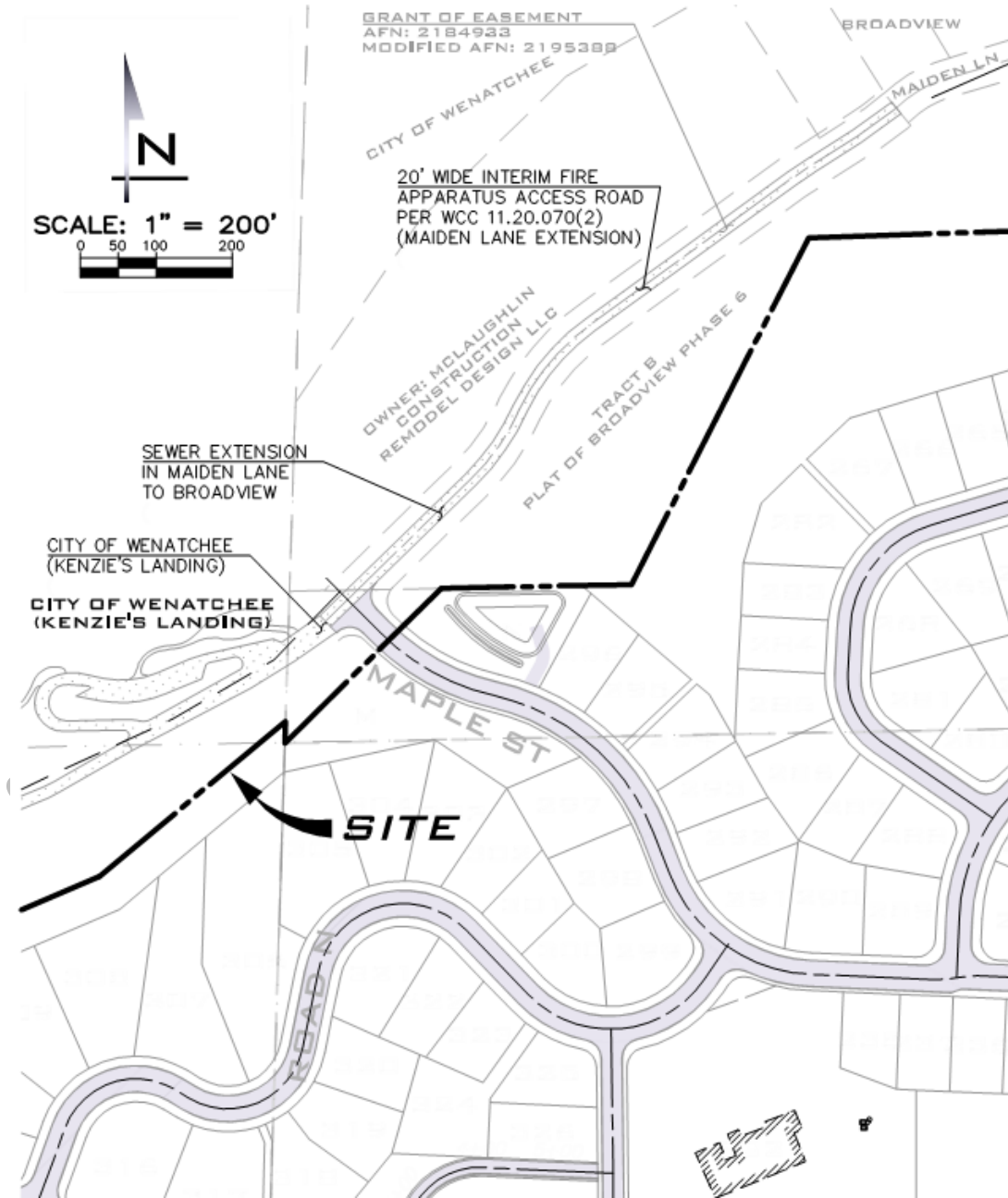


Exhibit M
Stormwater Outfall

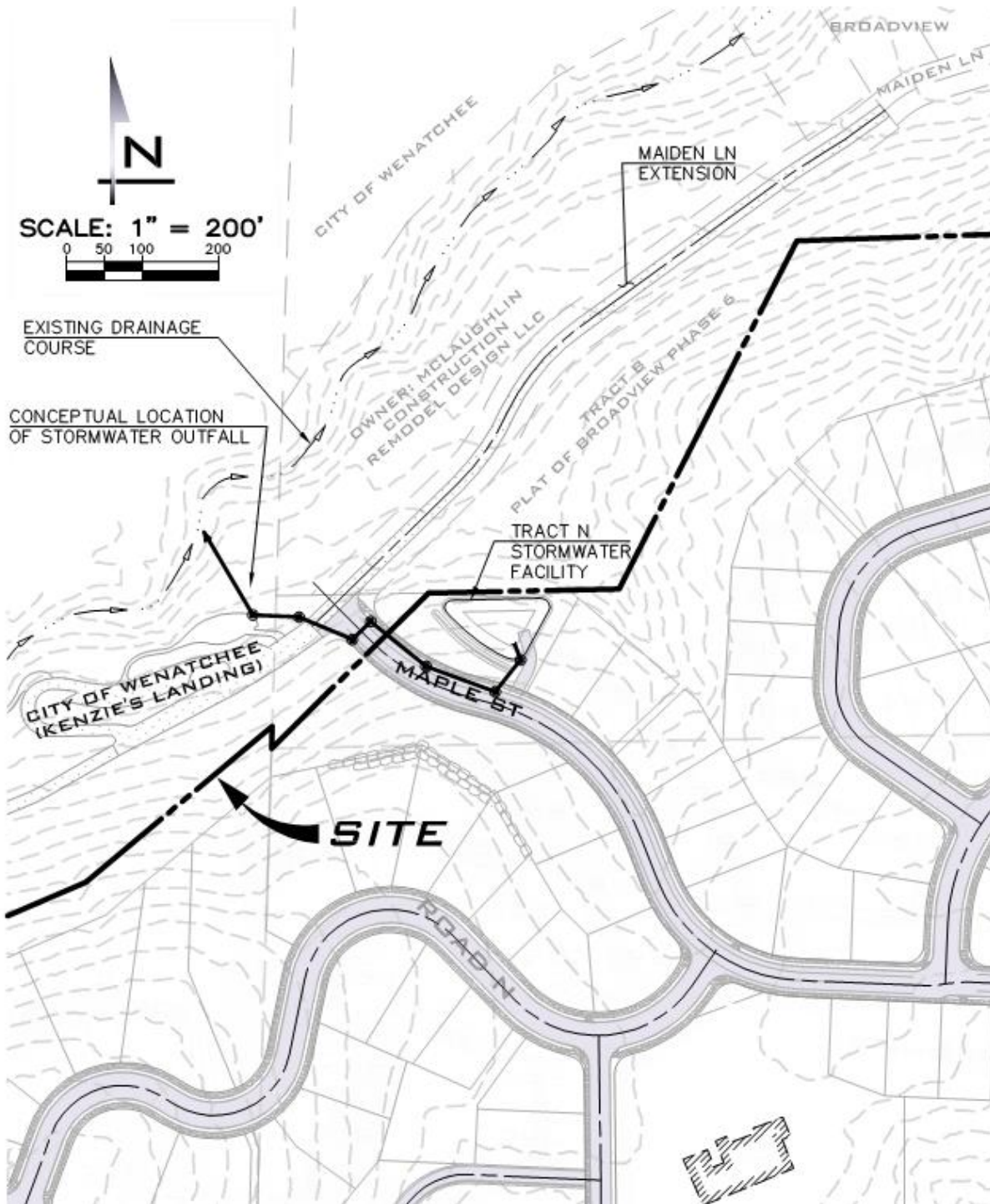


Exhibit N
Depiction of Sewer Line Extension to Broadview

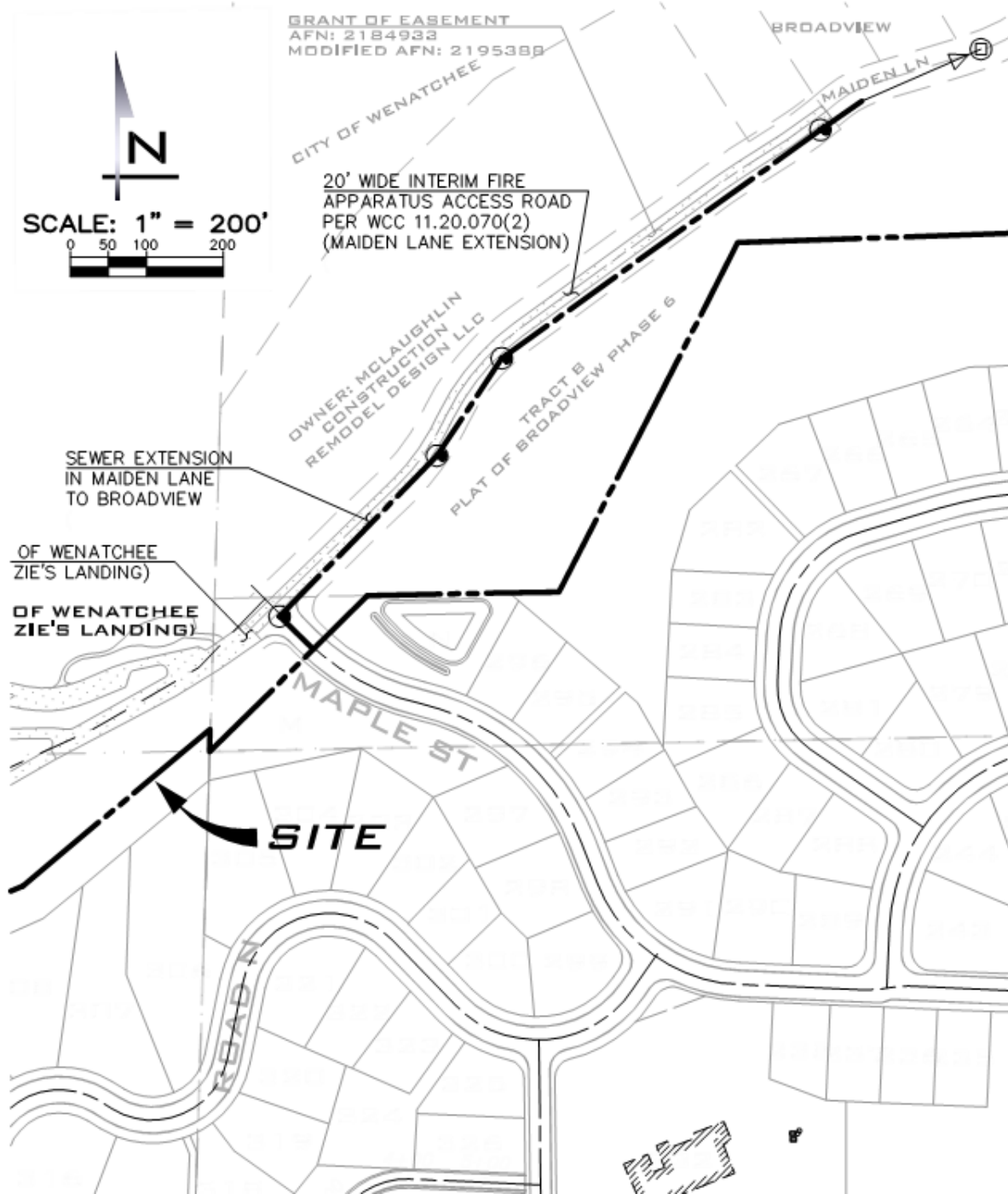


Exhibit O
Depiction of Emergency Access

