

Return Address:

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF _____ AND
_____ FOR DEVELOPMENT _____**

The City of _____ (“City”) and _____ (“Developer”) enter into the following development agreement (“Agreement”) to govern the development, use and mitigation of environmental impacts associated with the development of the _____ (“Project”), through construction of the buildings and related improvements.

The Agreement is authorized by RCW 36.70B.170 through .210. It addresses Project development standards, which are defined in the statute to include, for example, impact fees, mitigation, design standards, phasing issues, review procedures, vesting issues, and any other appropriate development requirements.¹ The Agreement provides the City and _____ with certainty as to the type of Project that will be built, and the type of mitigation that will be provided.

The Project is consistent with current local regulatory requirements.² The development standards in the Agreement will govern the Project for the term of the Agreement.³ As authorized by state statute,⁴ the Agreement identifies the adequacy under the State Environmental Policy Act (Chapter 43.21C RCW, “SEPA”) of the mitigation required by the City’s SEPA threshold determination on the Project. The Agreement will not be approved until after a public hearing and will be recorded with the County’s real property records.⁵

1. Location. The Project consists of approximately _____ acres located at _____, in the City. The property location is legally described on Attachment 1 (“subject property”).

¹ RCW 36.70B.170(3).
² RCW 36.70B.170(1).
³ RCW 36.70B.180.
⁴ RCW 36.70B.170(3)(c).
⁵ RCW 36.70B.200; RCW 36.70B.190.

2. **Project Description.** The Project is a distribution facility. Goods will be trucked to the facility, and will then be distributed to _____ stores throughout the region. _____ structures will be constructed that will total approximately _____ million square feet. The buildings include a _____, a _____, a _____, a _____, a _____, a _____, a _____, a _____, a _____, and a _____.

The entire Project is more fully described both in Attachment 2, which includes the Project Site Plan, and in the MDNS set forth as Attachment 3 to this Agreement.

3. **Term of Agreement and Vesting.** The Agreement and the legal requirements⁶ identified in the Agreement shall govern the Project if any application required for development is filed within ten years of the date of the Agreement. Any amendments or additions made to these legal requirements during the term of the Agreement shall not apply to or affect the development, except as otherwise provided, or if other county, state or federal laws preempt the City's authority to vest regulations. The City reserves the authority to impose new or different officially adopted regulations, only if, and to the extent required by a serious threat to the public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to _____, unless the threat is so immediate that notice is not practical in the short term, due to the imminent threat to public health and safety.⁷

4. **Vesting and Fees.** The following fees, charges, policies, regulations and development standards shall govern the Project, during the term of the Agreement:

(a) **Regulations and Policies.** The Project is located in the Heavy Industrial (M2) zone. The City zoning, building, development regulations, standards, municipal code and ordinances, policies (including comprehensive plan policies) governing land development in effect as of the date of the Agreement shall govern the Project, except as otherwise set out in this Agreement.

(b) **Design and Development.** The Project shall be limited to the number of new buildings and structures, square footage, and building stories and height as set out on Attachment 2, except for minor modifications described in paragraph 7.

(c) **Development and Transportation Impact Fees.** No transportation impact fees will be imposed on the Project as identified in Attachment 2 because it will generate fewer trips during the PM peak hour than re-use of the existing buildings.⁸

⁶ Legal requirements include standards governing development, such as zoning, building and development regulations, impact fees, SEPA regulations and substantive SEPA policies, and other laws, statutes, ordinances or policies.

⁷ See RCW 36.70B.170(4).

⁸ See Traffic Impact Analysis Report by Heffron Transportation, Inc. (May 8, 2002), pg. 43.

No school impact fees are imposed because the Project is not a residential project and does not create a demand for school facilities. No other impact fees shall be imposed on the Project.

(d) **Substantive SEPA Policies.** The only substantive SEPA policies which will apply to the Project are those set forth in the City's existing SEPA ordinance at Section _____ of the _____ Municipal Code, and in existence at the time of execution of the Agreement.

(e) **Fees and Charges.** The Project shall vest to one time fees and charges associated with permitting the Project, which are in effect on the date of the Agreement. This includes but is not limited to sewer and water system development charges ("SDC") associated with permitting the Project, but not the monthly utility rates (sewer, water, storm drainage, and solid waste). _____ agrees to pay the SDC charges associated with the Project in accordance with existing City procedures, which phase payment of SDC to the actual construction of individual phases of the Project. The storm drainage SDC is calculated to be \$_____. However, in consideration for capacity facilities that benefit other properties both now and in the future, the _____ Project is credited with the incremental costs for over-sizing those facilities in accordance with _____ City Code. This credit completely offsets the calculated SDC for the Project. Therefore, no additional storm drainage SDC is owed by _____ to the City. The City reserves the right to make increases to current plan review fees as authorized by revisions to _____ City Code ("ACC"). Should _____ obtain Equivalent Residential Units ("ERU") or Residential Customer Equivalents ("RCE") to offset the water SDC, and/or RCEs to offset the sewer SDC from Boeing, the City will give credit to _____ for these ERUs and/or RCEs when SDC are collected, consistent with ACC 13.41.050.

5. Adequacy of Project Mitigation Under SEPA. The Project has been subject to detailed environmental review. _____'s environmental checklist was supplemented by four volumes of studies and analysis of the impacts of the Project and proposed mitigation measures. The City SEPA staff reviewed these materials and conducted additional analysis prior to issuing its SEPA threshold determination, a final Mitigated Determination of Non-Significance ("MDNS") dated June 27, 2002. The MDNS sets forth numerous Project conditions in a variety of environmental areas. The City Council has reviewed the SEPA record and MDNS, and finds that the Project in its entirety will be adequately mitigated under SEPA. The mitigation that is imposed under SEPA, through the City's SEPA regulations, is listed in the City's MDNS, a copy of which is included as Attachment 3 to this Agreement. No further SEPA mitigation will be required for any action taken by the City on the Project, subject to a major modification as provided below in Section 8.

6. Infrastructure Improvements Associated with Project. _____

has agreed as part of this Project to make a number of infrastructure investments in and around the City, many of which would not ordinarily be required of an Applicant. The scope of many of these improvements exceeds what is required by City codes and standards and Project impacts identified through the City's SEPA process, including:

- (a) _____
_____.
- (b) _____
_____.
- (c) _____
_____.
- (d) _____
_____.
- (e) _____
_____.

7. Site Plan Review and Minor Modifications. The Project will be subject to building permit review and other applicable review processes. The final design of the buildings and other improvements, precise location of building footprints, location of utilities, determination of access points, and other design issues will be determined during that process and are part of this Agreement. As part of the review process the City may administratively approve minor modifications to the design and development standards set forth herein. The City reserves the right to require amendment of this Agreement as a condition of approving any of the following changes which are deemed to be major modifications:

- (a) A proposed change in land use;
- (b) An increase in square footage of more than ten per cent (10%) of the total square footage described in the attached site plan;
- (c) An increase in the height of any proposed building or other structure if the height change is greater than 15 feet; and
- (d) A proposal to change any of the development criteria applicable to the Project as set out in this Agreement, except for minor deviations that are consistent with the current City regulations in effect at the time of this Agreement.

ATTACHMENT 1

LEGAL DESCRIPTION OF _____ PROJECT

ATTACHMENT 2

PROJECT SITE PLAN

The Project Site Plan is incorporated into the Agreement, and is attached. Below is a brief description of the Project. The Project is more fully described in the SEPA Checklist and record on file with the City.

- _____

- _____

- _____

- _____

- _____

- _____

- _____

ATTACHMENT 3

CITY OF _____'S MITIGATED DETERMINATION
OF NON-SIGNIFICANCE, DATE _____

ATTACHMENT 4

CONCEPTUAL DRAWING OF _____