

**CITY OF DUVALL AND CAMWEST  
PRE-ANNEXATION AGREEMENT**

This Pre-annexation Agreement ("Agreement") is entered into this 26<sup>th</sup> day of July, 2007, by and between CamWest Development Inc., a Washington corporation, CamWest Duvall LLC, a Washington Limited Liability Company, (collectively "CamWest"), and the City of Duvall, a Washington municipal corporation ("Duvall" or "City"), both of which are also referred to individually as "Party" and collectively as "Parties".

**RECITALS**

- A. CamWest owns or otherwise has an interest in certain real property located within the City of Duvall South Urban Growth Area ("UGA") consisting of 9 parcels totaling approximately 50.65 acres, which are more fully described on **Exhibit A** attached to this Agreement and incorporated herein ("CamWest Property"). The City owns 3 parcels consisting of approximately 4.96 acres within the South UGA that are more fully described on **Exhibit B** attached to this Agreement and incorporated herein ("City Property"). These 12 parcels total approximately 55.61 acres and are collectively referred to as the "Property".
- B. On June 8, 2006 the City adopted its Annexation Plan. The Plan sets priorities and identifies phasing for annexations of areas located within the Duvall UGA. The Plan denotes the South UGA as the second priority for annexation following the approved TNR annexation in the Northeast UGA. The South UGA annexation will facilitate the location of a campus of the Lake Washington Technical College on the South UGA Property.
- C. The City, CamWest and the Lake Washington Technical College (the "College") entered into a Tri-Party Agreement dated November 10, 2005, which provides for multiple real estate transactions involving the CamWest Property and the City Property. When fully implemented, the College will own a 10-acre parcel where it will locate its Duvall Campus, the City will own a 2-acre parcel and an approximately 2.9 acre park(s) and CamWest will own the remaining property for its proposed residential and mixed-use development.
- D. On July 26, 2006 CamWest and other property owners filed a Notice of Intent to Annex the CamWest Property and other real property located within the South UGA (collectively the "Annexation Area") pursuant to the direct petition method. The Annexation Area consists of approximately 108 acres. The City Council passed Resolution 06-12 on September 14, 2006 accepting the Notice of Intent to Annex. A copy of Resolution 06-12 is attached hereto as **Exhibit C** and incorporated herein. Resolution 06-12 includes conditions of annexation that apply specifically to the Property and other conditions that apply to all of the Annexation Area. Condition 3 requires the execution of a pre-annexation agreement between CamWest and the City.
- E. As part of the City's 2006 comprehensive plan update process, CamWest and the City applied for comprehensive plan amendments to change the land use designations of the Property and other properties included within the Annexation Area. The City completed environmental review of these proposed amendments to the comprehensive plan. The amendments were approved by the City Council on December 14, 2006. A copy of

Ordinance 1042, approving the amendments, is attached hereto as **Exhibit D** and incorporated herein. The Property was designated Residential 12 (R-12) on the northern portion of the Property and Commercial on the southern portion of the Property as is more fully set out in the map attached as Exhibit C to Ordinance 1042.

- F. On July 26, 2007 the Council approved pre-zoning for the Annexation Area to become effective upon annexation of the Annexation Area. **Exhibit E** depicts the zoning on the Property upon annexation into the City.
- G. The purpose of this Agreement is to address certain conditions relating to development of the Property after it is annexed to the City.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

**1. Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein as if set forth in full.

**2. Effect of this Agreement.** Nothing herein mandates City annexation of the Annexation Area. In the event the City denies annexation, this Agreement is null and void.

**3. Conditions Effective Upon Annexation.** The following conditions shall become effective upon annexation of the Property:

3.1 The CamWest Property shall be subject to its proportional share of any and all City general obligation voted-upon bonded indebtedness and CamWest shall, like all other owners of property in the City of Duvall, be responsible for all legally assessed City fiscal obligations.

3.2 The Parties agree that upon annexation into the City, the Property shall be zoned consistent with the Duvall Comprehensive Plan and with pre-annexation zoning established pursuant to DMC 14.82.070. The northern portion of the Property will be zoned R-12, with the total residential unit count capped at R-8 density (approximately 244 units) and the southern portion of the Property will be zoned Mixed-Use Institutional ("MU-I") as depicted on Exhibit E.

Total residential development on the Property, exclusive of the parcels to be owned by the College and the City, (the "CamWest Development Area") will be capped at 374 units subject to the following:

The residential density cap on the MU-I portion of the CamWest Development Area shall be the total cap of 374 units less the number of units developed on the R-12 zoned CamWest Development Area parcels and shall apply only to the parcels located in the CamWest Development Area that CamWest closes on and acquires title to, provided:

Pre-annexation Agreement

July 19, 2007

Page 2 of 12

(1) in the event that CamWest assigns its interest in a purchase and sale agreement to a related or non-related third party who closes thereon, the cap shall apply to that assignee's interest; and

(2) if CamWest does not close on all of the CamWest Properties in the MU-I zone by December 31, 2009, CamWest's cap shall decrease proportionately based upon actual development capacity of each parcel after accounting for all constraints, including sensitive areas, determined in accordance with the regulations in effect on the date the Development Agreement is approved, unless otherwise agreed to by the City and CamWest. Those properties that CamWest does not acquire title to shall then be entitled to the actual residential density allowed by the MU-I zone, as limited by the application of all applicable City regulations, including sensitive area regulations.

(3) The City's two-acre pad may include upper level residential uses as permitted by the MU-I zoning district.

3.4 Upon annexation, the City agrees to process a Development Agreement mutually developed by CamWest and the City for the CamWest Development Area. Future development will be subject to all of the terms and conditions contained in this Agreement, the Development Agreement, and any other conditions required by applicable development regulations to which CamWest vests in the Development Agreement, including SEPA. The Development Agreement will not include the College property or the property conveyed to the City for a City facility except to the extent necessary to carry out the terms and conditions of the Tri-Party Agreement between the City, CamWest and the College and to the extent it includes joint infrastructure improvements for the properties. The Development Agreement shall also address the timing of improvements to the City Property described in Section 8.2 of this Agreement.

3.5 CamWest agrees to provide a minimum of five percent (5%) of housing units at eighty percent (80%) of the King County median income on the CamWest Development Area, provided that CamWest shall be entitled to credits for each such affordable unit in an amount equal to ninety percent (90%) of each of the following charges/fees in place at the time the charges/fees are paid: the sewer GFC charge, the water capital improvement charge, the storm drain area charge, the sewer equalization fee and building permit fees. To the extent the charge/fee is not assessed on a unit basis, the charge/fee shall be prorated as necessary to provide the ninety percent (90%) credit. CamWest shall also be entitled to those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. The type, location, timing, and management of such housing shall be set out in the Development Agreement. To the extent applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

3.6 CamWest agrees to provide a minimum of five percent (5%) of housing units at one hundred percent (100%) of median income with no city charge and/or fee credits for such units except for those impact fee credits set out in paragraphs 4.2, 7.2 and 7.4. To the extent

applicable, CamWest and its successors and assigns shall be entitled to any applicable property tax waivers for the affordable housing consistent with state law for the affordable units.

#### **4. Parks, Open Space, Connectivity and Sensitive Areas.**

4.1 CamWest agrees it will provide a minimum of 2.9 acres of public useable park and open space, which shall be credited against applicable open space, landscaping, (except required landscaping per lot, if any) and park regulatory requirements for CamWest's development in both the R-12 and MU-I zones. The parkland(s)/open space will provide active and passive recreational opportunities and uses, including, as agreed to by the City and CamWest during the Development Agreement process, playgrounds or children's play structures; playfields, including courts; picnic and other group activity areas; and areas for passive or any similar uses. CamWest agrees to consult and work with the City on the design, use and improvements to the park areas in conjunction with the applicable phase of the development. CamWest shall receive one hundred percent (100%) credit for park improvements against park impact fees for improvements to the park, including but not limited to, top soil, plantings, sprinklers, play equipment, courts, and picnic areas. No park impact fee credits shall be granted for land costs, grading, stubbing of utilities to the park site, or required perimeter road improvements.

4.2 The 2.9 acre park/open space area shall be the minimum required useable open space. If the City's Unified Development Regulations are revised to require additional open space, landscaping, (except required landscaping per lot, if any) and/or park requirements and such revisions are facially, and as applied to the CamWest Development Area, consistent with State law, additional open space and/or park space may be required to implement those revisions.

4.3 Pedestrian connectivity, including pedestrian friendly design and amenities, shall be provided throughout the Property consistent with the requirements of revisions to the City's Unified Development Regulations referenced in paragraph 3.3 hereof, and the Development Agreement shall include provisions setting out how this will be implemented. Pedestrian connections to the properties to the west shall be clearly set out in the Development Agreement.

4.4 Peer review of sensitive area studies, including but not limited to wetland delineations and other environmental documents, will be required in conjunction with the review and approval of the Development Agreement. The Parties acknowledge that future development on the CamWest Properties will be subject to the City's sensitive areas regulations.

4.5 CamWest agrees to include low impact development and energy efficient construction and buildings on the project site, where and to the extent reasonably feasible. To the extent soils and other physical conditions required to support viable low impact development are present on the CamWest Development Area, the City will work with CamWest to approve and apply standards that would allow and support low impact development. The Development Agreement shall set forth how these provisions can be addressed in the design/construction of the project site.

4.6 CamWest shall provide for treatment and detention of stormwater for the CamWest Development Area, and the City pad, consistent with applicable City regulations as approved by the City. This could include detention and related facilities on the City pad to serve the City's development; however, the City requires an unencumbered 2 acre pad for future development. The implementation of any low impact development standards on the site may result in dispersed facilities as approved by the City. CamWest agrees to work with the College and the property owners to the east, as set forth in paragraphs 6.2 and 6.3, to the extent reasonably feasible to jointly address stormwater requirements, provided that CamWest, the College and the property owners to the east (and their successors and assigns) shall each be solely responsible for the costs of complying with such requirements for development on each party's property.

## 5. Trees.

5.1 The City Tree Ordinance is codified at chapter 14.40 DMC and requires retention of thirty-five percent (35%) of significant trees on the site. If the final development site plan(s) submitted by CamWest does not retain 35% of significant trees, the City agrees that CamWest may satisfy the requirements of the Code through on-site replacement, through off-site replacement or through a fee in lieu of replacement or a combination of these alternatives.

## 6. Neighborhood Commitments.

6.1 CamWest agrees to address concerns of the Glencairn neighborhood located to the north of the Property in accordance with its October 23, 2006 letter to the Glencairn homeowners, a copy of which is attached hereto as **Exhibit F**.

6.2 CamWest agrees to work with Mark and Victoria Smith, the owners of Assessor's Parcel Number 2426069071, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.3 CamWest agrees to work with the Jehovah's Witness Congregation, the owner of Assessor's Parcel Number 2426069070, or future owners of that parcel, to address issues of shared access, stormwater, and utilities, to the extent reasonably feasible.

6.4 CamWest agrees to work with the property owners of the parcels to the north of the CamWest Property to create opportunities for linked pedestrian facilities and open spaces to the extent reasonably feasible. The City will facilitate such meetings if requested.

## 7. Traffic

7.1 CamWest provided a traffic impact analysis for the Property as part of the comprehensive plan amendment process. Additional traffic impact analysis will occur in conjunction with drafting the Development Agreement or the project as agreed to by CamWest and the City. Future development will be subject to mitigation of any significant adverse transportation impacts consistent with applicable regulatory requirements and will be subject to applicable transportation impact fee requirements, including applicable credits for construction of and dedication of land required for construction of system improvements.

## 7.2 268<sup>th</sup> Street/3<sup>rd</sup> Avenue Road Improvements

7.2.1 Subject to paragraph 7.2.4, CamWest shall be responsible for the design and construction of 268<sup>th</sup>/3<sup>rd</sup> Avenue from the terminus of Big Rock Road to NE 143<sup>rd</sup> Place (“3<sup>rd</sup> Avenue Extension”) as approved by the City prior to final plat approval for Phase 1 of the CamWest project.

7.2.2 In the event that a relocated right-of-way of 3<sup>rd</sup> Avenue, as proposed conceptually by Washington Holdings, the contract purchaser of Assessor’s Parcel Numbers 242606-9067 and 9065, or future owners of such parcels, is determined necessary to provide a safer and more effective intersection of 3<sup>rd</sup> Avenue/Big Rock Road, and if the right-of-way for the preferred alignment for the improvements cannot be obtained within a reasonable period of time to meet this requirement, the City will consider allowing some or all of Phase 1 of the CamWest development to take access from a completed segment of the improvement between NE 143<sup>rd</sup> Place and the entrance to the CamWest development.

7.2.3 Except as set forth above, no building permit shall be issued for any building in any new development abutting the 3<sup>rd</sup> Avenue Extension until construction of the 3<sup>rd</sup> Avenue Extension has been completed.

7.2.4 CamWest may design and construct the 3<sup>rd</sup> Avenue Extension or CamWest may design and construct the 3<sup>rd</sup> Avenue Extension jointly with Washington Holdings or Washington Holdings may design, construct and/or complete some or all of such improvement if it develops its property earlier than CamWest.

7.2.5 Consistent with applicable Duvall policies and State statutes and case law, to the extent that CamWest designs and constructs the 3<sup>rd</sup> Avenue Extension, CamWest shall receive one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements. (Off-site improvements are all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage.)

7.2.6 CamWest shall receive a forty five percent (45%) credit for the half-street frontage improvements abutting the CamWest Development Area. In the event that the traffic impact analysis requires a full street improvement in lieu of a half-street improvement along the CamWest Development Area frontage, CamWest shall be entitled to one hundred percent (100%) credit against transportation impact fees owing for its off-site improvements.

7.2.7 Reimbursable costs for transportation impact fees include design, engineering, and construction costs and the costs of right-of-way acquisition and the value of property dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.3 Guest parking shall be consistent with applicable City of Duvall Unified Development Regulations and shall be addressed as part of the Development Agreement.

#### 7.4 Secondary Development Access.

7.4.1 City regulations require a secondary access to a development of 100 or more houses. An improved 268<sup>th</sup> Street/3<sup>rd</sup> Avenue shall be considered one access to the CamWest development.

7.4.2 CamWest shall have the option for the secondary access as follows: provide an additional connection north to 143<sup>rd</sup> Street, not including the use of 272<sup>nd</sup> Place NE, provided that 143<sup>rd</sup> Street is improved to the applicable standards by CamWest and/or others; or to connect to Big Rock Road.

7.4.3 In the event that the connection to Big Rock Road is CamWest's preferred option, frontage improvements to Big Rock Road shall be required to the extent reasonably necessary to make such a connection. The extent of those improvements shall be determined by the traffic impact analysis prepared in accordance with Section 7.1.

7.4.4 Consistent with applicable Duvall policies and State statutes, to the extent that CamWest designs and constructs the Big Rock Road frontage improvements, CamWest shall receive full credit against transportation impact fees owing for its off-site improvements (all full street improvements where improvements do not abut the CamWest Development Area and all half-street improvements opposite CamWest Development Area frontage). CamWest shall receive a thirty five percent (35%) credit for the half-street frontage improvements abutting the CamWest Development Area. Reimbursable costs include design, engineering, and construction costs, and the costs of right-of-way acquisition and the value of land dedication required for construction of the improvements. In no event shall the total impact fee credit exceed the total amount of impact fees owing by CamWest for its development.

7.4.5 In the event that 143<sup>rd</sup> Street is the preferred option in accordance with Section 7.4.2, the Parties shall determine the appropriate scope of improvements and applicable transportation impact fee credits, if any.

### **8. Other Issues**

8.1 The Development Agreement shall address the timing and conveyance of the City pad to the City. Such conveyance shall occur no later than the first phase of development of the CamWest property or as otherwise agreed by the Parties.

8.2 CamWest is responsible for providing a finished grade pad to the City of Duvall, including installed utilities, improved street frontage, etc. CamWest shall provide the proposed finish grade elevation to the City for City approval prior to construction drawing approval for the pad. Timing for completion of the pad, including installing utilities and frontage improvements, including the ability to request that those improvements shall be made in a specified time period, shall be addressed as part of the Development Agreement.

8.3 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size, that will be conveyed to the College in accordance with the Memorandum of Understanding (MOU) between the College, CamWest, and the City, in return for the City of Duvall owned property (Assessor's Parcel Numbers 2426069083, 2426069082 and 2426069081). Such boundary line adjustment shall be prepared by CamWest,

reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.4 CamWest shall prepare a boundary line adjustment resulting in the delineation of a parcel, approximately five (5) acres in size that will be sold to the College in accordance with the MOU between the College, CamWest, and the City of Duvall. Such boundary line adjustment shall be prepared by CamWest, reviewed by the City, and revisions made to allow such adjustment to be recorded no later than fourteen days following the expiration of the appeals period for the approved Development Agreement or the satisfactory resolution of an appeal, if one is filed.

8.5 CamWest shall agree to develop one (1) mixed use and/or commercial building as part of a future phase of the CamWest development. A site plan application shall be submitted by CamWest within five years after the approval date of the Development Agreement for the CamWest Development Area or within one year of the date of issuance of a certificate of occupancy for the first College building, whichever occurs first. CamWest shall construct the building within a timely manner after City approvals are issued. Details of such timelines shall be set out in the Development Agreement.

8.6 CamWest shall connect sewer from the intersection of 275<sup>th</sup> Avenue NE/Big Rock Road and the intersection of 3<sup>rd</sup> Avenue/Big Rock Road, or from the western terminus of the sewer line if installed by others. The system shall be gravity and collect sewer from the east to the west. The sewer line from 275<sup>th</sup> Avenue NE/Big Rock Road to the west shall be in the Big Rock Road right-of-way adjacent to Assessor's Parcel Number 242606-9070 (Jehovah's Witness Congregation) and Assessor's Parcel Number 242606-9071, (Mark and Victoria Smith) unless the City and CamWest determine that an alternative alignment is preferable. The alignment of the sewer line can then be through the CamWest Development Area, connecting back to 3<sup>rd</sup> Avenue/Big Rock Road in the 3<sup>rd</sup> Avenue alignment. The City shall be responsible for permitting the portion of the sewer line in Big Rock Road or alternative off-site improvement alignment, including all permitting costs, and shall provide a 100% credit of all costs incurred by CamWest for off-site improvements including, without limitation, design, materials, right-of-way acquisition, if any, and construction and installation costs, against the sewer general facilities charge and the sewer equalization fees.

## 9. General Provisions

9.1 Parties and Authority. The signatories to this Agreement represent that they have the full authority of their respective entities to commit to all of the terms of this Agreement, to perform the obligations hereunder and to execute the same. A memorandum of this Agreement shall be recorded against the properties described in **Exhibits A and B** with the King County Auditor. A complete copy of this Agreement shall be kept at Duvall City Hall and made available to anyone requesting review or a copy.

9.2 Execution. This Agreement shall be executed by the Parties no later than August 8, 2007.

9.3 Voluntary Agreement. The Parties intend and acknowledge that this Agreement is a voluntary contract binding upon the Parties hereto, as well as their successors and assigns.

9.4 Amendment of Agreement. This Agreement shall only be amended in writing, signed by all Parties to this initial Agreement and only after approval by the Duvall City Council.

9.5 Complete Agreement. This document contains all agreements of the Parties relating to pre-annexation of the Property.

9.6 Applicable Law. This Agreement is entered into under the laws of the State of Washington, and the Parties intend that Washington state law shall apply to interpretation of this Agreement.

9.7 Venue. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court

9.8 Attorneys' Fees and Costs. In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

9.9 Severability. If any term or provision of this Agreement, or its applicability to a particular situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect unless and to the extent the remaining provisions, if implemented, would be inconsistent with or otherwise fail to carry out the mutual intent of the Parties.

9.10 Mutual Drafting and Construction. The Parties agree that both Parties participated fully in the negotiation and drafting of this Agreement and the rules of construction of ambiguities against the drafter shall not apply to either Party.

9.11 No Third Party Beneficiaries. Except as set forth explicitly herein, nothing in this Agreement is intended to create any third party beneficiary relationships.

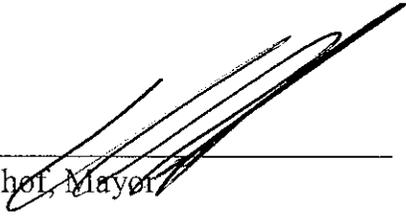
9.12 No Joint Venture. Nothing in this Agreement is intended to create any type of joint venture or partner relationship between the Parties as to the CamWest Property or its development.

9.13 Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the successor and assigns of the Parties hereto.

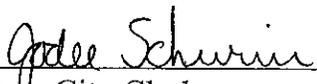
9.14 Counterparts. This Agreement may be executed in counterparts.

Dated as of the day and year first above written.

**CITY OF DUVALL**

By  \_\_\_\_\_  
Will Ibershol, Mayor

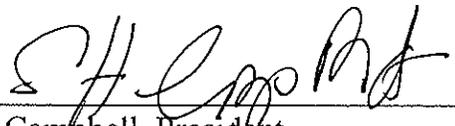
Attested by:

 \_\_\_\_\_  
Jodee Schwinn, City Clerk

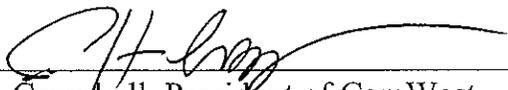
**Approved as to form:**

 \_\_\_\_\_  
Bruce Disend, City Attorney  
Date: July 26, 2007.

**CAMWEST DEVELOPMENT, INC. a  
Washington corporation**

By  \_\_\_\_\_  
Eric Campbell, President  
Date: 8/6, 2007.

**CAMWEST DUVALL LLC**, a  
Washington limited liability company

By   
Eric Campbell, President of CamWest  
Development, Inc., its Managing Member

Its \_\_\_\_\_

Date: 8/6, 2007.

## ATTACHMENTS

- Exhibit A**    **Legal Description of CamWest Property**
- Exhibit B**    **Legal Description of City Property**
- Exhibit C**    **Resolution 06-12**
- Exhibit D**    **Ordinance 1042**
- Exhibit E**    **Pre-zoning Map**
- Exhibit F**    **Glencairn Letter**

**EXHIBIT "A"**

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

**EXHIBIT "A"**  
**(continued)**

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST  
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,  
WASHINGTON;  
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**  
**EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY  
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**  
**EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER  
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;**

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

**EXHIBIT "A"**  
**(continued)**

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under Recording Number 7812200862, being a portion of the following described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington;

EXCEPTING THEREFROM any portion of the said premises lying within the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main tract.

**EXHIBIT "A"**

Parcel 242606-9072

LOT 3 OF KING COUNTY SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 30, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9073

LOT 4 OF SHORT PLAT NO. 878034, AS PER PLAT RECORDED DECEMBER 20, 1978 UNDER RECORDING NO. 7812200862, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9042

LOT 1 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9064

THE WEST 2/3 OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;

TOGETHER WITH THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24;

EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

**EXHIBIT "A"**  
**(continued)**

Parcel 242606-9023

**THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST  
1/4 OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY,  
WASHINGTON;  
EXCEPT THAT PORTION CONVEYED FOR ROAD UNDER RECORDING NO. 631233**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9062

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**  
EXCEPT THE SOUTH 30 FEET THEREOF AS CONVEYED TO THE COUNTY OF KING FOR ROAD BY  
DEED RECORDED UNDER KING COUNTY RECORDING NO. 631234;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Parcel 242606-9004

**THE EAST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 24 IN TOWNSHIP 26 NORTH OF RANGE 6 EAST W.M.;**  
EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF RIO VISTA RANCHETTES, AS PER  
PLAT RECORDED IN VOLUME 85 OF PLATS, PAGES 86 AND 87, RECORDS OF KING COUNTY;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

**EXHIBIT "A"**  
**(continued)**

Parcel 242606-9006

THE NORTH 2 ACRES OF THAT PORTION OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, W/M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE EASTERLY 30 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING WEST OF SEATTLE TACOMA POWER COMPANY'S RIGHT-OF-WAY, SECTION 24, TOWNSHIP 26 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN; IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH TWO (2) ACRES THEREOF;

ALL TOGETHER WITH A TWENTY (20) FOOT EASEMENT CONVEYED BY PUGET SOUND POWER & LIGHT COMPANY RECORDED UNDER KING COUNTY RECORDING NO. 8804080693.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel 242606-9005

The land referred to in this commitment is situated in the State of Washington, and described as follows:

Lot 1, Short Plat Number 878034, recorded December 20, 1978, under Recording Number 7812200862, being a portion of the following described tract of land, to-wit:

The west half of the southeast quarter of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington;

EXCEPTING THEREFROM any portion of the said premises lying within the plat of Rio Vista Ranchettes;

AND EXCEPT County Road, N.E. 140th Street (Big Rock Road);

TOGETHER WITH an easement for ingress, egress and utilities, as set forth under Recording Number 7812200862;

EXCEPT any portion thereof, lying within the above described main tract.

**EXHIBIT "B"**

**City of Duvall**

Parcels: 242606-9081  
242606-9082  
242606-9083

**PARCEL A:**

LOT 2 OF CITY OF DUVALL BOUNDARY LINE AGREEMENT, AS RECORDED UNDER RECORDING NO. 20030603900009, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

**PARCEL B:**

LOTS 3 AND 4 OF SHORT PLAT NO. 584107, AS RECORDED UNDER RECORDING NO. 8607010582, RECORDS OF KING COUNTY AUDITOR;

SITUATE IN THE **COUNTY OF KING**, STATE OF WASHINGTON.

Exhibit B

**CITY OF DUVALL  
WASHINGTON**

RESOLUTION NO. 06-12

---

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUVALL ACCEPTING THE NOTICE OF INTENT TO ANNEX TO THE CITY THE PROPERTY KNOWN AS THE SOUTH/MULTI-FAMILY ANNEXATION, LOCATED IN THE SOUTHERN URBAN GROWTH AREA OF THE CITY

Whereas on July 26, 2006, the City received a Notice of Intent to Annex 108.71 acres of land in the South Urban Growth Area from Petitioners: AE and Susan Jones, Frank Wald, Allen Maurer, Merritt Maurer, Richard and Karen Carlson, Jeffrey Fintz, CamWest, John Verstrate, Nancy Miller, Susan Burton, Carolyn Willett, and Stephen and Becki Thomas; and

Whereas, the Petitioners are using the Direct Petition Method of annexation, authorized by RCW 35A.14, to request annexation; and the petitioners are the owners of ~50% of the value of the land of the proposed "South/Multi-Family Annexation" or 54.84 acres; and

Whereas, on September 14, 2006, the City Council met with the Petitioners to consider the proposed annexation; and

Whereas, the properties represented by the South/Multi-Family Annexation are within the City's Urban Growth Area and are designated Residential, 12 units per acre and Industrial on the City's Future Land Use Map; and

Whereas, there are no other contiguous parcels to the South/Multi-Family Annexation area that are within the City's Urban Growth Area and that are not within the City Limits; and

Whereas, the City Council has determined that accepting the annexation petition, subject to certain restrictions and conditions, is in the best interests of the City of Duvall;

Now, Therefore, be it Resolved by the City Council of the City of Duvall, Washington, as follows:

Section 1. The City of Duvall accepts the Notice of Intent to Annex from the Petitioners for the South/Multi-Family Annexation, for the properties legally described in the attached Exhibit "A", which is incorporated by reference the same as though it were fully set forth therein.

Section 2. The following conditions apply to the annexation:

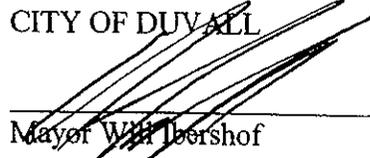
1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

Section 3. The City shall not be bound by acceptance of the Notice of Intent set forth herein which shall be purely a preliminary step in the complete review process.

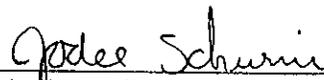
Section 4. Finalization of the annexation shall be subject to conditions 1-6 set out in Section 2.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14<sup>th</sup>  
DAY OF September, 2006.

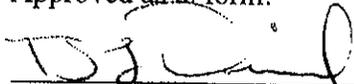
CITY OF DUVALL

  
\_\_\_\_\_  
Mayor Will Ibershof

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Jodee Schwinn, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

**TO:** City Council  
**FROM:** Doreen Booth, City Hall Administrator/Planning Director   
**MEETING DATE:** September 14, 2006  
**SUBJECT:** South/Multi-Family UGA Annexation Proposal

---

On July 26, 2006, the City received a Notice of Intent to Annex from CamWest Development. CamWest is the applicant for a 108.71 acre annexation in the city's south urban growth area. The annexation proposal encompasses twenty nine parcels; three of those parcels are owned by the City of Duvall. The majority of the parcels are in individual ownership. The northern portion of the area is designated Commercial and R12, Residential-12 units per acre in the 2004 Comprehensive Plan; the southern portion is designated Industrial. A comprehensive plan amendment for the south portion from Industrial to R12 and Commercial, is currently in process. The Annexation Petition encompasses the remaining parcels in the south UGA, there are no other contiguous parcels that are within the city's urban growth area and outside of the city limits.

**Exhibits**

Exhibit A Notice of Intent to Annex, including map and legal description  
Exhibit B RCW 35A.14.120-150 and 35A.14.200  
Exhibit C Memorandum of Understanding, LWTC, City of Duvall and CamWest

**Annexation Process, RCW35A.14**

The process for annexation is outlined in RCW 35A.14. The petitioner's are proposing an annexation under the Direct Petition Method of Annexation. I have included RCW 35A.14.120-150 here for your information. Briefly, the annexation process is as follows:

1. The initiating parties, who shall be the owners of property not less than 10% in value, shall notify the legislative body in writing of their intention to commence annexation proceedings. The legislative body shall set a date within 60 days after the filing of the request, for a meeting to determine if the city will accept, reject, or geographically modify the proposed annexation, whether it shall require the assumption of all or a portion of any city indebtedness by the area to be annexed, and whether it will require the simultaneous adoption of a proposed zoning regulation. Approval of the City Council shall precede the circulation of the petition. There shall be no appeal from the decision of the City Council. **This is the step this annexation proposal is on. Owners of 54.84 acres, 50% of the annexation area, have signed the letter of intent to annex.**
2. If the City Council agrees to accept the proposed annexation, the petitioners shall circulate a petition signed by the owners of property not less than 60% in value, provided that a petition for annexation of an area having at least 80% of its boundaries contiguous with the city limits, need by signed by only the owners of not less than 50% in value.
3. When such petition is filed, the City Council shall set a public hearing date to take public testimony on the annexation petition.
4. Following the hearing, the City Council accepts or rejects the annexation proposal.
5. City submits annexation package to Boundary Review Board (BRB). The BRB shall consider the factors set out in RCW35A.14.200 (included here).
6. Following BRB approval, the City approves annexation by ordinance; holding a public hearing on zoning and adopting zoning if appropriate.

### **Other Information**

The proposed annexation area contains 108.71 acres. CamWest has options on ~ 46 acres of the annexation area. The city owns ~ 5 acres of the area. The property the city owns and the properties that CamWest has options on is subject to a Memorandum of Understanding between the City of Duvall, CamWest, and Lake Washington Technical College related to future land transfers.

The City Council also has the ability to require a Pre-Annexation Agreement for the property, setting out specific development requirements for the site. Staff will be recommending a Pre-Annexation Agreement for the southern portion of the annexation area, the area currently designated Industrial. The Pre-Annexation Agreement will likely set out parameters for a future development agreement for the project site. A Pre-Annexation Agreement for the northern portion of the annexation area will also be considered.

### **Consistency with Annexation Plan Timing**

Specific analysis of the annexation compared to the *Duvall Annexation Plan* Goals and Policies will be completed if the Notice of Intent to Annex is approved. The Duvall Annexation Plan recommends that the South UGA and South Multi-Family UGA be annexed in 2006/2007. The submittal of the Notice of Intent to Annex is consistent with that timeline.

### **Staff Recommendation**

Staff recommends that the City Council accept the Notice of Intent to Annex for the South/Multi-Family UGA; subject to the following:

1. Such annexation shall not be completed prior to the adoption of the 2006 Comprehensive Plan Amendments;
2. The annexation area parcels will be required to assume their fair share of any city indebtedness;
3. A pre-annexation agreement for the southern portion of the annexation area, the area currently designated industrial in the 2004 Comprehensive Plan, shall be required. Such annexation agreement will: include provisions for limiting development until such time that development regulations that affect the area, namely R-12 and MU-I zoning designations and all related code amendments are amended and/or adopted; include phasing and development parameters for the CamWest-controlled properties (housing numbers and types, commercial requirements, park requirements, etc.) that will be further addressed in a development agreement; and other information as the city deems appropriate.
4. A pre-annexation agreement for the remaining parcels will be explored.
5. The city and CamWest shall work with Lake Washington Technical College to create a legally-binding agreement furthering the information set out in the Memorandum of Understanding prior to annexation approval.
6. The annexation shall be consistent with the policies set out in the Duvall Annexation Plan.

RECEIVED

JUL 26 2006

CITY OF DUVALL



City of Duvall

Small Town. Real Life.

15535 Main St. NE  
PO Box 1300  
Duvall, WA 98019  
(425) 788-2779  
www.duvallwa.gov

**Notice of Intent to Annex Petition Form**

This form must be completed (clearly printed or typed) and submitted to the City to file an application along with the Master Permit Application. In addition, the applicant shall provide all fees as determined by the Planning Director (see attached Fee Schedule). For questions, please contact the Planning Department at (425) 788-2779.

**FOR STAFF USE ONLY**

File No.:	Received By:	Date Received:
-----------	--------------	----------------

Primary Applicant / Contact Name: CamWest Development, Inc. / Leslie Paterson, Development Project Manager  
Mailing Address: 9720 NE 120<sup>th</sup> PL, Suite 100, Kirkland, WA 98034

Phone # (425) 825-1955

Signature: CamWest Development, Inc, a Washington corporation, By: *Bruce Howtha*  
VICE PRESIDENT FOR DEVELOPMENT

In addition to meeting the conditions and requirements of DMC 14.82, the applicant shall provide the following information:

1. Notice of Intent to Annex fee: \$1000.00
2. Title Report (current within 90 days).
3. Legal description of property. (Exhibit A)
4. Map of properties, including Duvall vicinity map. (Exhibit B)
5. Notice of Intent Petition. (attached) Additional pages or individual signature sheets for each property owner may be submitted separately.
6. Certified excerpt of corporate bylaws if officer signing on behalf of corporation.

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. is a true and accurate copy of the original.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal line extending to the right.

Leslie Paterson  
Development Project Manager  
Cam West Development, Inc.

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF  
SOLE SHAREHOLDER AND DIRECTOR OF  
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

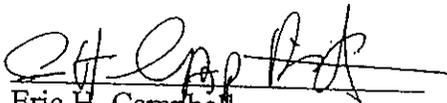
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15<sup>th</sup> day of February 2005.

CAMWEST DEVELOPMENT, INC.

  
Eric H. Campbell,  
Sole Shareholder and Director

CITY OF DUVALL  
**NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

**ANNEXATION NAME**     *South UGA*

**Total Area (size in acres)** *108.71* **Total Acreage Represented by the signatures** *54.84*

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the *South UGA* Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

1. NAME (Print) <i>A.E. JONES</i>	SIGNATURE <i>A.E. Jones</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27026-NE Big Rock Rd</i>		PROPERTY DESCRIPTION <i>2426069064</i>	
(Section and tax lot number or subdivision and lot number)		TOTAL ACREAGE TO BE ANNEXED	<i>15.02</i>

NAME (Print) <i>Susan M. Jones</i>	SIGNATURE <i>SUSAN M. Jones</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27026-NE Big Rock Rd</i>		PROPERTY DESCRIPTION <i>2426069064</i>	
(Section and tax lot number or subdivision and lot number)		TOTAL ACREAGE TO BE ANNEXED	<i>15.02</i>

3. NAME (Print) <i>FRANK</i>	SIGNATURE <i>Frank S. Wald</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27116 NE Big Rock Rd</i>		PROPERTY DESCRIPTION <i>2426069062</i>	
(Section and tax lot number or subdivision and lot number)		TOTAL ACREAGE TO BE ANNEXED	<i>10 5.05</i>

4. NAME (Print) <i>FRANK S. WALD</i>	SIGNATURE <i>Frank S. Wald</i>	DATE <i>6-29-06</i>	
ADDRESS <i>27116 NE Big Rock Rd</i>		PROPERTY DESCRIPTION <i>2426069004</i>	
(Section and tax lot number or subdivision and lot number)		TOTAL ACREAGE TO BE ANNEXED	<i>10 5.02</i>

CONTINUED ON NEXT PAGE

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Allen T. Maurer SIGNATURE *Allen T. Maurer*  
 ADDRESS 2208 NW Market St, #505, Seattle, WA 98107 DATE 7/10/06  
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05  
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

**Staff Use Only**

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Merritt M. Maurer SIGNATURE   
 ADDRESS 2301 Perkins LN W, Seattle, WA 98199 DATE 7/10/06  
 PROPERTY DESCRIPTION 242606-9023 TOTAL ACREAGE TO BE ANNEXED 5.05  
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
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 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

**Staff Use Only**

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

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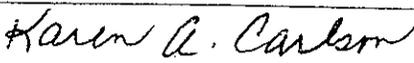
Planning Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.

5. NAME (Print) Richard L. Carlson SIGNATURE 

ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7/14/06

PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10  
(Section and tax lot number or subdivision and lot number)

6. NAME (Print) Karen A. Carlson SIGNATURE 

ADDRESS 3354 W Ames Lake Dr NE, Redmond, WA 98053 DATE 7-14-06

PROPERTY DESCRIPTION 242606-9072 TOTAL ACREAGE TO BE ANNEXED 5.10  
(Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE

ADDRESS DATE

PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
(Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE

ADDRESS DATE

PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
(Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE

ADDRESS DATE

PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
(Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE

ADDRESS DATE

PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
(Section and tax lot number or subdivision and lot number)

**Staff Use Only**

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature:

Date:

**This is the second page of a two-sided petition. Please read the information contained on the front page before signing. Also included as part of this petition are Exhibits A & B, a legal description of the annexation area and a vicinity map of the properties affected.**

5. NAME (Print) Jeffrey Fintz SIGNATURE *Jeffrey Fintz*  
 ADDRESS 6418 146th AVE NE, Redmond, WA 98052 DATE 7/8/06  
 PROPERTY DESCRIPTION 242606-9073 TOTAL ACREAGE TO BE ANNEXED 5.00  
 (Section and tax lot number or subdivision and lot number)

6. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

7. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

8. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

9. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

10. NAME (Print) SIGNATURE  
 ADDRESS DATE  
 PROPERTY DESCRIPTION TOTAL ACREAGE TO BE ANNEXED  
 (Section and tax lot number or subdivision and lot number)

**Staff Use Only**

Total Area	Total Assessed Valuation	Valuation Represented by Signers	% Value

I certify that the information included in this table is true and correct according to the records maintained by the King County Department of Records and Elections.

Planning Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CITY OF DUVALL NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

**ANNEXATION NAME**      South UGA

**Total Area (size in acres)**    Approx <sup>108.71</sup>~~100.76~~    **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

1.	NAME (Print)      CamWest 154 LLC	SIGNATURE 	
	ADDRESS      9720 NE 120 <sup>th</sup> PL, Suite 100, Kirkland, WA 98034	DATE      7-24-06	
	PROPERTY DESCRIPTION      Parcel 732580-0070	TOTAL ACREAGE TO BE ANNEXED      2.05	1.88
(Section and tax lot number or subdivision and lot number)			
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
(Section and tax lot number or subdivision and lot number)			

**RESOLUTION IN LIEU OF THE ANNUAL SPECIAL MEETING OF  
SOLE SHAREHOLDER AND DIRECTOR OF  
CAMWEST DEVELOPMENT, INC.**

The undersigned, being the sole shareholder and director of CamWest Development, Inc., a Washington corporation, in lieu of the annual meeting of the sole shareholder and director of the corporation, hereby adopts the following on behalf of the corporation:

1. The following are elected to serve as the Directors of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell

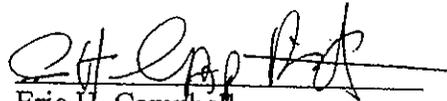
2. The following are elected to serve as the officers of the corporation until the next annual meeting of the corporation, or until their successors are elected:

Eric H. Campbell	President and Secretary
Kelly J. Price	Chief Financial Officer
Bruce Knowlton	Vice President for Development
Allen B. Dykes	Vice President for Operations
Ralph H. Hickman	Vice President for Finance

3. The corporation hereby adopts and ratifies the acts of the Board of Directors and the Officers for actions taken since the Special Resolution in Lieu of the Annual Meeting of the Shareholders and Directors, dated February 16, 2004.

DATED this 15<sup>th</sup> day of February 2005.

CAMWEST DEVELOPMENT, INC.

  
Eric H. Campbell,  
Sole Shareholder and Director

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF FORMATION**

to

**CAMWEST 154 LLC**

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 6/24/2005

UBI Number: 602-515-468

APPID: 313465



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

July 26, 2006

I, Leslie Paterson, hereby certify that the attached Resolution in Lieu of the Annual Special Meeting of the Sole Shareholder and Director of CamWest Development, Inc. and Certificates of Formation to Camwest 154 LLC are a true and accurate copies of the originals.

A handwritten signature in black ink, appearing to read 'Leslie Paterson', with a long horizontal stroke extending to the right.

Leslie Paterson  
Development Project Manager  
Cam West Development, Inc.

CERTIFICATE OF FORMATION

OF

FILED  
SECRETARY OF STATE

602 515 468

CamWest 154 LLC

JUN 24 2005  
STATE OF WASHINGTON

Kelly J. Price, Chief Financial Officer of CamWest Development, Inc., hereby executes this Certificate of Formation for the purpose of forming a limited liability company under Title 25 of the Revised Code of Washington.

1. The name of the limited liability company is:

CamWest 154 LLC

2. The name of the initial registered agent is:

CamWest Development, Inc.

3. The street address of the initial registered office is:

9720 NE 120th Place, Suite 100  
Kirkland, WA 98034

4. The address of the principal place of business of the limited liability company is:

c/o CamWest Development, Inc.  
9720 NE 120th Place, Suite 100  
Kirkland, WA 98034

5. The latest date on which the limited liability company is to dissolve is December 31, 2053.

6. Management of the limited liability company is vested in one or more managers:  
 YES      NO

7. The name and address of the person executing this certificate of formation is:

Kelly J. Price, Chief Financial Officer  
CamWest Development, Inc.  
9720 NE 120th Place, Suite 100  
Kirkland, WA 98034

DATED this 23<sup>rd</sup> day of June, 2005.

  
\_\_\_\_\_  
Kelly J. Price, Executer  
Chief Financial Officer of CamWest Development, Inc.

CONSENT TO APPOINTMENT AS REGISTERED AGENT

CamWest Development, Inc. ("CamWest"), hereby consents to serve as Registered Agent in the state of Washington for **CamWest 154 LLC**, a Washington limited liability company. CamWest understands that as agent for the limited liability company, it is responsible for receiving service of process in the name of the limited liability company; to forward all mail to the limited liability company; and to immediately notify the office of the Secretary of State in the event of its resignation or of any changes in the registered office address of the limited liability company for which it is agent.

Executed this 23<sup>rd</sup> day of June, 2005.

CAMWEST DEVELOPMENT, INC.

By:   
Kelly J. Price, Chief Financial Officer

NAME OF REGISTERED AGENT: CamWest Development, Inc.

ADDRESS OF REGISTERED AGENT: 9720 NE 120th Place, Suite 100  
Kirkland, WA 98034

# CITY OF DUVALL NOTICE OF INTENT ANNEXATION PETITION FORM

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

**ANNEXATION NAME**            South UGA

**Total Area (size in acres)**                      **Total Acreage Represented by the signatures**

I / We, the undersigned, being the owners of the acreage of the real property lying contiguous to the City of Duvall, Washington known as the South UGA Annexation do hereby petition that such territory be annexed to and made a part of the City of Duvall.

As a part of this petition attached hereto is **Exhibit "A"**, a legal description of the boundary of the proposed annexation; **Exhibit "B"**, a vicinity map which outlines the boundaries of the properties sought to be annexed;

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

<p>1. NAME (Print) <b>JOHN A VERSTRATE</b></p> <p>ADDRESS <b>636 W 5TH ST, Marysville, OH 43040</b></p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE <i>John A Verstrate</i></p> <p>DATE <b>July 11, 2006</b></p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	
<p>2. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	<p><b>3.54 Acres</b> <i>Duvall</i></p> <p><b>27028 NE 143rd PL</b></p>
<p>3. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	
<p>4. NAME (Print)</p> <p>ADDRESS</p> <p>PROPERTY DESCRIPTION (Section and tax lot number or subdivision and lot number)</p>	<p>SIGNATURE</p> <p>DATE</p> <p>TOTAL ACREAGE TO BE ANNEXED</p>	

**CITY OF DUVALL  
NOTICE OF INTENT ANNEXATION PETITION FORM**

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**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

1.	NAME (Print)    Nancy C. Miller	SIGNATURE <i>Nancy C. Miller</i>	
	ADDRESS        27029 NE 143 <sup>rd</sup> Place	DATE            7/11/06	
	PROPERTY DESCRIPTION    King County Tax Parcel #732580-0170		
	pt 17, Rio Vista Ranchettes, in Section 24, Township 26 North, Range 06 East, in the County of King, State of Washington.		
	TOTAL ACREAGE TO BE ANNEXED    3.54 (Section and tax lot number or subdivision and lot number)		
2.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
3.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		
4.	NAME (Print)	SIGNATURE	
	ADDRESS	DATE	
	PROPERTY DESCRIPTION	TOTAL ACREAGE TO BE ANNEXED	
	(Section and tax lot number or subdivision and lot number)		

**CITY OF DUVALL  
NOTICE OF INTENT ANNEXATION PETITION FORM**

This annexation petition must be signed by owners of not less than 10 percent of the assessed value of property within the area sought to be annexed.

**ANNEXATION NAME**                      South UGA

**Total Area (size in acres)**                      **Total Acreage Represented by the signatures**

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As a part of this petition attached hereto is Exhibit "A", a legal description of the boundary of the proposed annexation; Exhibit "B", a vicinity map which outlines the boundaries of the properties sought to be annexed;

**WARNING: Every person who signs this petition with any other than his true name, or who knowingly signs more than one of these petitions, or signs this petition when he is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

<p>1. <b>NAME (Print)</b> SUSAN BURTON</p> <p><b>ADDRESS</b> 21066 NE 143rd PL</p> <p><b>PROPERTY DESCRIPTION</b> (Section and tax lot number or subdivision and lot number)</p>	<p><b>SIGNATURE</b> <i>Susan Burton</i></p> <p><b>DATE</b> 7/10/06</p> <p><b>TOTAL ACREAGE TO BE ANNEXED</b></p>
<p>2. <b>NAME (Print)</b> Carolyn Willett</p> <p><b>ADDRESS</b> 27065 NE 143rd PL</p> <p><b>PROPERTY DESCRIPTION</b> (Section and tax lot number or subdivision and lot number)</p>	<p><b>SIGNATURE</b> <i>Carolyn Willett</i></p> <p><b>DATE</b> 7/10/06</p> <p><b>TOTAL ACREAGE TO BE ANNEXED</b></p>
<p>3. <b>NAME (Print)</b></p> <p><b>ADDRESS</b></p> <p><b>PROPERTY DESCRIPTION</b> (Section and tax lot number or subdivision and lot number)</p>	<p><b>SIGNATURE</b></p> <p><b>DATE</b></p> <p><b>TOTAL ACREAGE TO BE ANNEXED</b></p>
<p>4. <b>NAME (Print)</b></p> <p><b>ADDRESS</b></p> <p><b>PROPERTY DESCRIPTION</b> (Section and tax lot number or subdivision and lot number)</p>	<p><b>SIGNATURE</b></p> <p><b>DATE</b></p> <p><b>TOTAL ACREAGE TO BE ANNEXED</b></p>



UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF FORMATION**

to

**RIO VISTA RANCHETTES LLC**

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 10/21/2004

UBI Number: 602-439-838

APPID: 168925



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State



STATE OF WASHINGTON  
SECRETARY OF STATE

SECRETARY OF STATE  
SAM REED

**STATE OF WASHINGTON LIMITED LIABILITY COMPANY**

(Per Chapter 23.15 RCW)  
**FEE: \$175**

EXPEDITED (24-HOUR) SERVICE AVAILABLE - \$20 PER ENTITY  
INCLUDE FEE AND WRITE "EXPEDITE" IN BOLD LETTERS  
ON OUTSIDE OF ENVELOPE

• Please PRINT or TYPE in black ink  
• Sign, date and return original AND ONE COPY to:  
CORPORATIONS DIVISION  
801 CAPITOL WAY SOUTH • PO BOX 50248  
OLYMPIA, WA 98504-0234

OCTOBER 21, 2004

FILED: / / UBI: 602 439 838  
CORPORATION NUMBER:

• BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

10/21/2004 496904  
\$175.00 Check #5105  
Tracking ID: 797448  
Doc No: 496904-001

FOR ORN-OR 288 02-01

FOR ORN-OR 288 02-01

FOR ORN-OR 288 02-01

Important! Person to contact about this filing  
BECKI THOMAS Daytime Phone Number (with area code)  
(425) 788-1910

**CERTIFICATE OF FORMATION**

NAME OF LIMITED LIABILITY COMPANY (LLC) (Must contain the word "Limited Liability Company" "Limited Liability Co." "LLC" or "LLC")  
RIO VISTA RANCHETTES LLC

ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS  
Street Address (Required) 28803 NE BIG ROCK RD City DUWALL State WA ZIP 98019  
PO Box (Optional - Must be in same city as street address) P.O. BOX 431 ZIP (if different than street ZIP) 98019

EFFECTIVE DATE OF LLC (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)  
 Specific Date: \_\_\_\_\_  Upon filing by the Secretary of State

DATE OF DISSOLUTION (if applicable) \_\_\_\_\_ MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS  
 Yes  No

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT  
Name STEPHEN D. THOMAS  
Street Address (Required) 28803 NE BIG ROCK RD City DUWALL State WA ZIP 98019  
PO Box (Optional - Must be in same city as street address) PO BOX 431 ZIP (if different than street ZIP) 98019

I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Stephen D. Thomas STEPHEN D. THOMAS 10/19/04  
Signature of Agent Printed Name Date

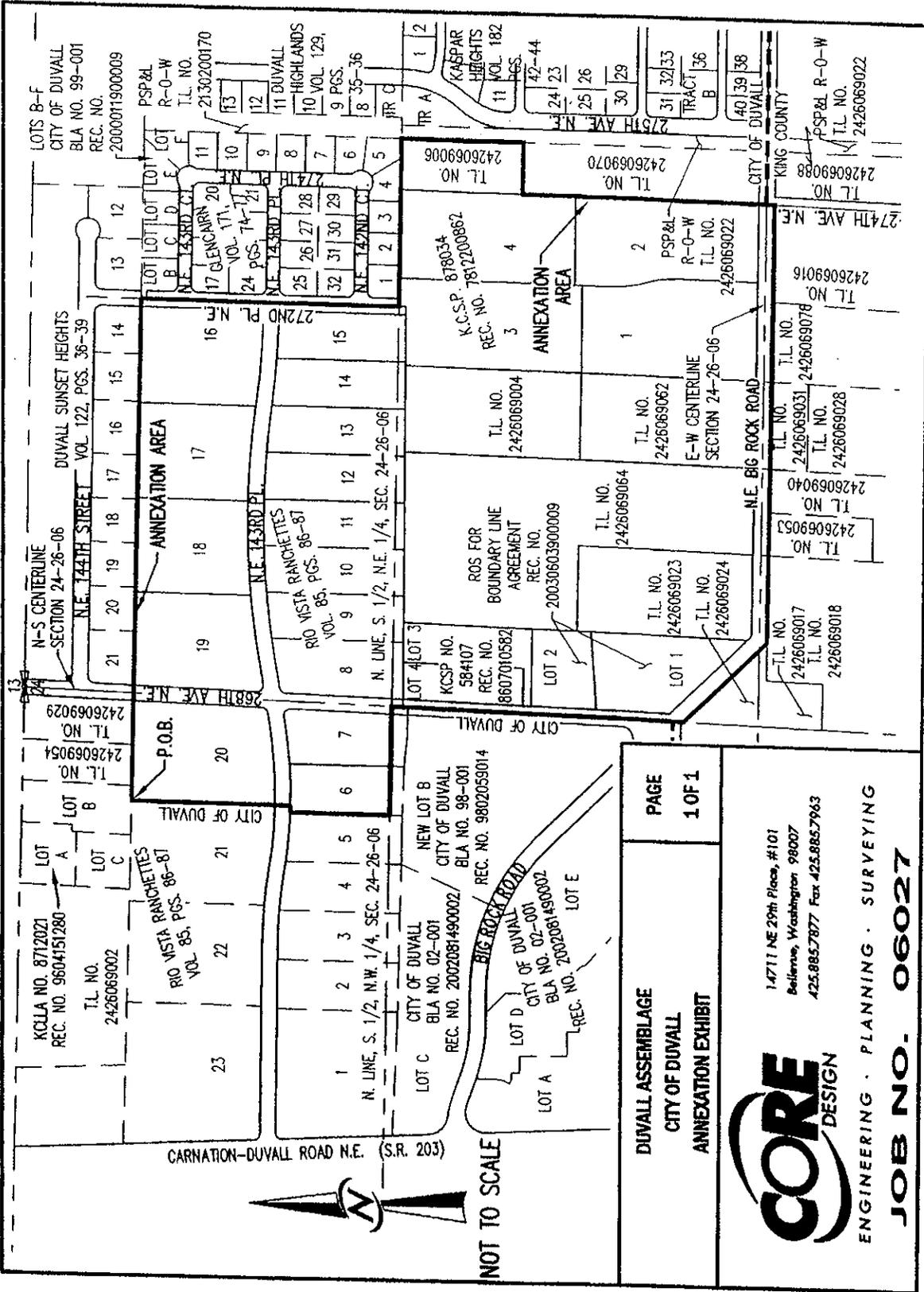
NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (if necessary, attach additional names and addresses)

Printed Name STEPHEN D. THOMAS Signature Stephen D. Thomas  
Address P.O. BOX 431 City DUWALL State WA ZIP 98019

Printed Name BECKI J. THOMAS Signature Becki J. Thomas  
Address P.O. BOX 431 City DUWALL State WA ZIP 98019

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1486)



**DUVALL ASSEMBLAGE**  
**CITY OF DUVALL**  
**ANNEXATION EXHIBIT**

**PAGE**  
**1 OF 1**

**CORE DESIGN**  
 14711 NE 29th Place, #101  
 Bellevue, Washington 98007  
 425.885.7877 Fax 425.885.7963

**ENGINEERING · PLANNING · SURVEYING**  
**JOB NO. 06027**

NOT TO SCALE



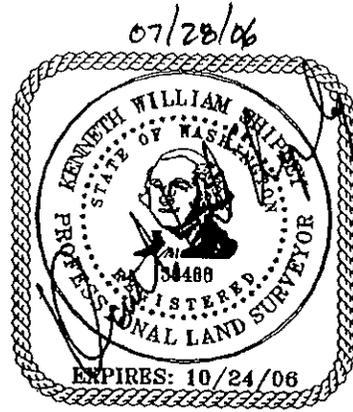
CARNATION-DUVALL ROAD N.E. (S.R. 203)

**Legal Description – Annexation Area**

That portion of the northeast quarter, the north half of the southeast quarter and the north half of the northwest quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

BEGINNING at the northwest corner of Lot 20, Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, at Pages 86 and 87, records of King County, Washington; thence easterly, along the north line of said plat and the easterly prolongation thereof, to a point of intersection with the centerline of 272nd Place N.E.; thence southerly, along said centerline, to the north line of the south half of said northeast quarter of Section 24 and a point on the north line of King County Short Plat No. 878034, recorded under King County Recording No. 7812200862; thence easterly, along said north line of the south half and along said north line of Short Plat No. 878034 and the easterly prolongation thereof, to the westerly margin of the Seattle-Tacoma Power Company right-of-way; thence southerly, along said margin, to the southeast corner of the north two acres of the east half of the southeast quarter of said northeast quarter lying westerly of said Seattle-Tacoma Power Company right-of-way; thence westerly, along the south line of said north two acres, to the east line of the west half of said southeast quarter of the northeast quarter and a point on the east line of said short plat; thence southerly, along said east line of the west half and along the east line of said short plat and the southerly prolongation thereof, to the common line between said northeast quarter and said southeast quarter of Section 24 and a point of intersection with the centerline of N.E. Big Rock Road (N.E. 140th Street) according to King County Road Survey No. 782 for J.D. Mercer Rd.; thence southerly, along the east line of the west half of the northeast quarter of said southeast quarter of Section 24 to the southerly right-of-way margin of said N.E. Big Rock Road; thence westerly and northwesterly, along said southerly margin, to the common line between the northwest quarter and northeast quarter of said Section 24; thence northerly, along said common line, to the south line of the north half of said northwest quarter of Section 24; thence westerly, along said south line, to the west line of Lot 6 of said plat of Rio Vista Ranchettes; thence northerly, along said west line, to the southerly right-of-way margin of N.E. 143rd Place;

thence easterly, along said southerly margin, to a point of intersection with the southerly prolongation of the west line of Lot 20 of said plat; thence northerly, along said west line of Lot 20 and the southerly prolongation thereof, to the POINT OF BEGINNING.



RCW 35A.14.110

Election method is alternative.

The method of annexation provided for in RCW 35A.14.015 through 35A.14.100 is an alternative method and is additional to the other methods provided for in this chapter.

[1967 ex.s. c 119 § 35A.14.110.]

RCW 35A.14.120

Direct petition method -- Notice to legislative body -- Meeting -- Assumption of indebtedness -- Proposed zoning regulation -- Contents of petition.

Proceedings for initiating annexation of unincorporated territory to a charter code city or noncharter code city may be commenced by the filing of a petition of property owners of the territory proposed to be annexed, in the following manner. This method of annexation shall be alternative to other methods provided in this chapter. Prior to the circulation of a petition for annexation, the initiating party or parties, who shall be the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, shall notify the legislative body of the code city in writing of their intention to commence annexation proceedings. The legislative body shall set a date, not later than sixty days after the filing of the request, for a meeting with the initiating parties to determine whether the code city will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed. If the legislative body requires the assumption of all or of any portion of indebtedness and/or the adoption of a proposed zoning regulation, it shall record this action in its minutes and the petition for annexation shall be so drawn as to clearly indicate these facts. Approval by the legislative body shall be a condition precedent to circulation of the petition. There shall be no appeal from the decision of the legislative body. A petition for annexation of an area contiguous to a code city may be filed with the legislative body of the municipality to which annexation is desired. It must be signed by the owners, as defined by RCW 35A.01.040(9) (a) through (d), of not less than sixty percent in value, according to the assessed valuation for general taxation of the property for which annexation is petitioned: PROVIDED, That a petition for annexation of an area having at least eighty percent of the boundaries of such area contiguous with a portion of the boundaries of the code city, not including that portion of the boundary of the area proposed to be annexed that is coterminous with a portion of the boundary between two counties in this state, need be signed by only the owners of not less than fifty percent in value according to the assessed valuation for general taxation of the property for which the annexation is petitioned. Such petition shall set forth a description of the property according to government legal subdivisions or legal plats and shall be accompanied by a map which outlines the boundaries of the property sought to be annexed. If the legislative body has required the assumption of all or any portion of city indebtedness by the area annexed or the adoption of a proposed zoning regulation, these facts, together with a quotation of the minute entry of such requirement, or requirements, shall also be set forth in the petition.

RCW 35A.14.130

Direct petition method -- Notice of hearing.

Whenever such a petition for annexation is filed with the legislative body of a code city, which petition meets the requirements herein specified and is sufficient according to the rules set forth in RCW 35A.01.040, the legislative body may entertain the same, fix a date for a public hearing thereon and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the city. The notice shall also be posted in three public places within the territory proposed for annexation, and shall specify the time and place of hearing and invite interested persons to appear and voice approval or disapproval of the annexation.

RCW 35A.14.140

Direct petition method -- Ordinance providing for annexation.

Page 1 of 2

RCW 35A.14 RE: Annexation by Petition

October 13, 2005

Following the hearing, if the legislative body determines to effect the annexation, they shall do so by ordinance. Subject to RCW 35.02.170, the ordinance may annex all or any portion of the proposed area but may not include in the annexation any property not described in the petition. Upon passage of the annexation ordinance a certified copy shall be filed with the board of county commissioners of the county in which the annexed property is located.

RCW 35A.14.150

Direct petition method -- Effective date of annexation.

Upon the date fixed in the ordinance of annexation the area annexed shall become part of the city. All property within the territory hereafter annexed shall, if the annexation petition so provided, be assessed and taxed at the same rate and on the same basis as the property of such annexing code city is assessed and taxed to pay for the portion of any then-outstanding indebtedness of the city to which said area is annexed, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the date of annexation and that the city has required to be assumed. If the annexation petition so provided, all property in the annexed area shall be subject to and a part of the proposed zoning regulation as prepared and filed as provided for in RCW 35A.14.330 and 35A.14.340.

RCW 35A.14.200

Determination by county annexation review board -- Factors considered -- Filing of findings and decision.

The jurisdiction of the county annexation review board shall be invoked upon the filing with the board of a resolution for an annexation election as provided in RCW 35A.14.015, or of a petition for an annexation election as provided in RCW 35A.14.030, and the board shall proceed to hold a hearing, upon notice, all as provided in RCW 35A.14.040. A verbatim record shall be made of all testimony presented at the hearing and upon request and payment of the reasonable costs thereof, a copy of the transcript of such testimony shall be provided to any person or governmental unit. The board shall make and file its decision, all as provided in RCW 35A.14.050, insofar as said section is applicable to the matter before the board. Dissenting members of the board shall have the right to have their written dissents included as part of the decision. In reaching a decision on an annexation proposal, the county annexation review board shall consider the factors affecting such proposal, which shall include but not be limited to the following:

- (1) The immediate and prospective population of the area proposed to be annexed, the configuration of the area, land use and land uses, comprehensive use plans and zoning, per capita assessed valuation, topography, natural boundaries and drainage basins, the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years, location and coordination of community facilities and services; and
- (2) The need for municipal services and the available municipal services, effect of ordinances and governmental codes, regulations and resolutions on existing uses, present cost and adequacy of governmental services and controls, the probable future needs for such services and controls, the probable effect of the annexation proposal or alternatives on cost and adequacy of services and controls in area and adjacent area, the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and
- (3) The effect of the annexation proposal or alternatives on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.

The county annexation review board shall determine whether the proposed annexation would be in the public interest and for the public welfare. The decision of the board shall be accompanied by the findings of the board. Such findings need not include specific data on all the factors listed in this section, but shall indicate that all such factors were considered.

# MEMORANDUM OF UNDERSTANDING

Between  
Lake Washington Technical College  
and  
City of Duvall  
and  
CamWest Development, Inc.

This memorandum summarizes the discussions among Lake Washington Technical College (LWTC), the City of Duvall (Duvall) and CamWest Development, Inc., (CamWest) involving the purchase, transfer and exchange of certain real estate described below and constitutes a non-legally binding memorandum of understanding. The parties intend to complete the transactions described herein in a negotiated legally binding agreement that will be signed by all parties. All such transactions will be subject to the approval of the boards of directors or governing bodies of LWTC and Duvall.

## Overview of Real Estate Transactions

The City of Duvall owns Parcel A as depicted in Attachment 1 (Assessor's Parcel Numbers 242606-9081, 9082, and 9083), parcels totaling approximately five acres. CamWest currently has options to purchase parcels of property as outlined in Attachment 1, identified as Parcels B, C & D. Parcel B, APN 242606-9023, is approximately five acres; Parcel C APN 242606-9064, approximately fifteen acres, and Parcel D, APN's 242606-9062 and 9004, totaling approximately ten acres. It is the intent of the parties that upon completion of the transactions below, that LWTC will own Parcel B, and approximately five acres of the southern portions of Parcels C & D. These properties will be used to develop an LWTC branch campus to serve the educational needs of the area. CamWest will own Parcels A, C and D, except for approximately five acres on the southern portions of Parcels C and D transferred to LWTC. CamWest will gift to Duvall approximately two acres on the northern portion of Parcel C or Parcel D for the building and operation of a police station to serve the needs of Duvall.

In addition, Duvall and CamWest contemplate that an agreement will be reached to provide for a park open to the public on a portion of Parcel D and/or Parcel C. This park will not, however, be located on any portion of Parcels C or D owned by LWTC. CamWest and Duvall will work together to determine the participation of each party in the ownership/maintenance of any such park.

LWTC and CamWest will also work together to assure that appropriate easements and/or rights-of-way are in place to allow certain roads/utilities to be constructed by CamWest to access Parcels C and D from Big Rock Road.

## Lake Washington Technical College

LWTC intends to purchase from CamWest all rights, title and interest in Parcel B, commonly referred to as the Maurer property, outlined in Attachment 1. LWTC will utilize a state grant of

CamWest Development, Inc.

CamWest will gift a portion of the market value of Parcel B as a match for a \$500,000 grant allocated to LWTC by the state. CamWest will transfer to LWTC all rights, title and interests to Parcel B for an amount not to exceed \$500,000. LWTC intends to obtain approval to build a branch campus on Parcel B.

CamWest will transfer to LWTC all rights, title and interest to the southern portions of Parcels C and D to total approximately five acres. (Those southern portions are outlined in Attachment 1). In exchange for the transfer of those portions of Parcel C and D to LWTC, LWTC will transfer to CamWest all rights, title and interest to Parcel A. CamWest will then be able to access its northern portions of Parcel C from the west, and LWTC will be able to expand its branch campus with contiguous properties.

CamWest and LWTC will work together to develop appropriate agreed upon easements and/or right-of-way that would allow for the construction of utilities and the ingress/egress by CamWest to those northern portions of Parcels C and D owned by CamWest or reserved for the Duvall Police Station.

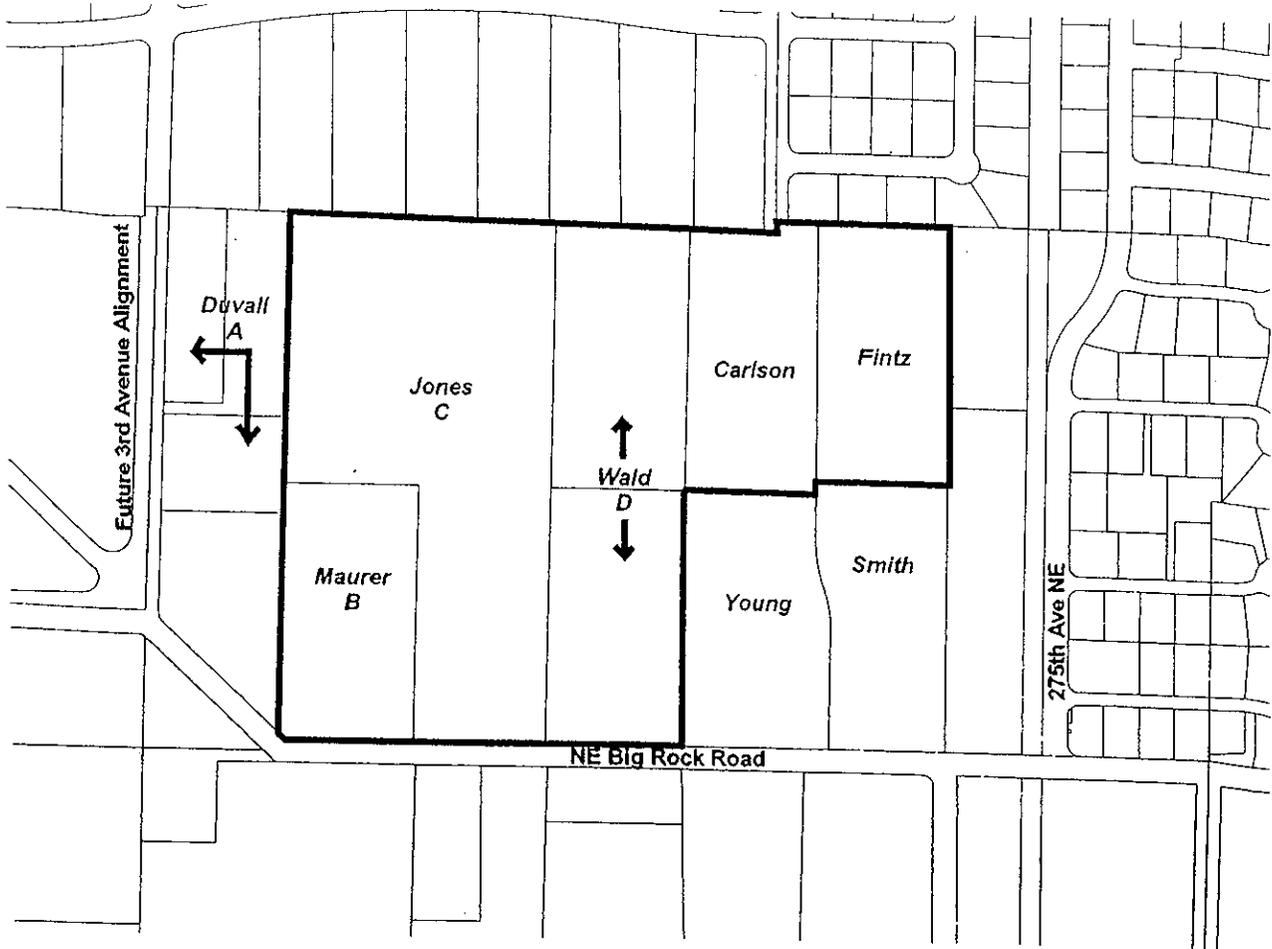
CamWest will work with Duvall in good faith to site a two acre pad that shall be deeded to the City of Duvall for future expansion of the Duvall Police Facility on the northern portion of Parcel C or D. Such facility shall have access off a public street.

CamWest will work with Duvall in good faith to specify ownership and/or maintenance obligations for the anticipated park to be located on Parcel C or D or a combination of those Parcels. However, the park will not be located on those portions of C or D transferred to LWTC by CamWest.

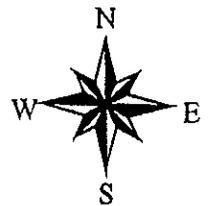
All parties agree to proceed in good faith to expedite the above expressed understandings to facilitate resolution of these transactions in a timely manner. It is anticipated that all of the above transactions may not occur simultaneously. The parties agree to work together to complete the transactions as outlined. However, the parties also acknowledge that some flexibility in the progression of the transactions may be needed and agree to proceed otherwise based on mutual agreement.

All parties further commit to proceeding forward on all the above transactions once the first transfer or exchange of property occurs. All parties are interested in resolving the sale and exchanges as soon as practicable. To that end, the parties agree to enter into negotiations in good faith and make every effort to achieve the goals of the above outlined transactions.

# LWTC/Camwest/Duvall MOV



City of Duvall  
Vicinity Map



**CITY OF DUVALL  
WASHINGTON**

ORDINANCE NO. 1042

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF DUVALL, WASHINGTON, ADOPTING THE 2006  
AMENDMENTS TO THE DUVALL COMPREHENSIVE  
PLAN**

WHEREAS, the City Council of the City of Duvall adopted the current Comprehensive Plan on November 23, 2004; and

WHEREAS, the State Growth Management Act (RCW Chapter 36.70A) requires that all comprehensive land use plans and development regulations shall be subject to continuing review and evaluation by the city that adopted them; and

WHEREAS, each year, the City accepts applications for amendments to the Comprehensive Plan and docket those amendments; and

WHEREAS, in 2006, the City received one private amendment request from CamWest to change the land use designation on approximately 54 acres of land in the South Urban Growth Area from Industrial to R-12 and Commercial and to make related policy changes; and

WHEREAS, a number of city-generated amendments have also been proposed as follows: amending the land use designation on approximately 11 acres of land from Industrial to R-12 and Commercial; updating the Land Use Element related to residential and jobs/housing targets; adding new Mixed Use – Institutional zoning district to Commercial land use designation; amending designated land use by acreage; adding policies related to Lake Washington Technical College campus; updating the Economic Development element based on the Economic Development Plan prepared by Berk and Associates; reviewing and updating the Capital Facilities Element as needed; updating population projections; and making other amendments as necessary; and

WHEREAS, on May 11, 2006, the City Council directed staff to move forward to process and analyze the submitted amendments; and

WHEREAS, a number of public meetings were held on the proposed 2006 Comprehensive Plan Amendments, including a public meeting on September 27, 2006, and at Planning Commission meetings on September 7<sup>th</sup> and 21 and on October 5, 12, and 19<sup>th</sup>; and

WHEREAS, on October 6, 2006, the review required by the State Department of Community, Trade, and Economic Development began and such review ended on December 5,

2006; and

WHEREAS, the City completed the environmental review of the proposed amendments and adopted a Determination of Nonsignificance (DNS) on October 30, 2006; and

WHEREAS, the City adopted an Addendum to the Determination of Nonsignificance (DNS) on November 17, 2006, based on new information; and

WHEREAS, the City of Duvall Planning Commission held a Public Hearing on October 26, 2006, and recommended approval of the proposed 2006 Comprehensive Plan amendments to the Duvall City Council; and

WHEREAS, the Duvall City Council held a Public Hearing on the proposed 2006 Comprehensive Plan amendments on November 9, 2006 and continued the hearing to November 21, 2006;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUVALL, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. The 2006 amendments to the City of Duvall Comprehensive Plan, as set forth in the attached Exhibit A, are hereby adopted.

Section 2. The re-designation of the properties in the South UGA shall be consistent with the legal description designated Option B, as set forth in the attached Exhibit B. The North Parcel, Alt. 2 shall be designated "R-12" and the South Parcel, Alt. 2, shall be designated "Commercial". Such redesignation is consistent with the draft Land Use Map.

Section 3. The redesignation of the three properties in the South UGA not included as part of the legal description in Exhibit B shall be as follows; generally, the southerly parcels or portions of parcels shall be designated "Commercial" and the northern parcels or portions of parcels shall be designated "R12" at the same general location as set out for the CamWest-controlled parcels abutting Assessor's Parcel Number 2426069071, and specifically as follows:

Assessor's Parcel Number 2426069071; this parcel shall be designated "Commercial";

Assessor's Parcel Number 2426069006; this parcel shall be designated "R-12";

Assessor's Parcel Number 2426069070; the southern portion of the parcel shall be designated "Commercial" and the northern portion shall be designated "R-12". The area of the Parcel commencing at the northeast corner of Assessor's Parcel Number 2426069071 running north approximately 195 feet to the northwest corner of Assessor's Parcel Number 2426069070, then east to the northeast corner of Assessor's Parcel Number 2426069070, then south approximately 195 feet and then west back to the northeast corner of Assessor's Parcel Number 2426069071 shall be designated "R-12" and the remaining southern portion of the Parcel shall be designated "Commercial", as set forth in the attached Exhibit C.

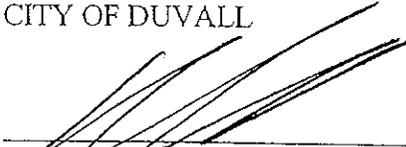
Such redesignation is consistent with the draft Land Use Map.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

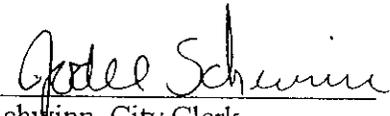
Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14<sup>th</sup> DAY OF DECEMBER, 2006.

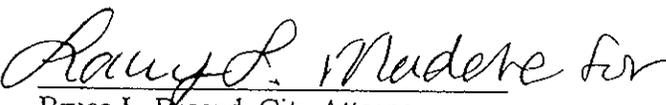
CITY OF DUVALL

  
\_\_\_\_\_  
Mayor Will Tbershof

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Jodee Schwinn, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Bruce L. Disend, City Attorney

Passed by the City Council: 12-14-06

Ordinance No. 1042

Date of Publication: 12-21-06

OPTION B

CORE DESIGN, INC.  
BELLEVUE WA 98007

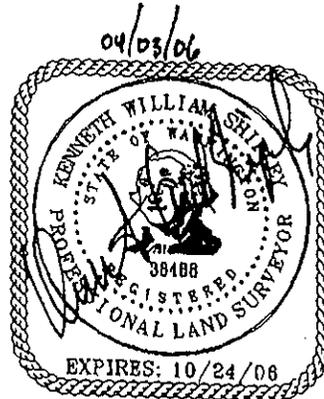
Core Project No: 06027  
3/29/06

LEGAL DESCRIPTION – North Parcel, Ait #2

That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

COMMENCING at the northwest corner of said subdivision and a point on the centerline of 268th Ave. N.E.; thence S89°17'55"E, along the north line of said subdivision, 30.01 feet to the easterly right-of-way margin of said 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 41.04 feet to the south line of Rio Vista Ranchettes, according to the plat recorded in Volume 85 of Plats, Pages 86 and 87, records of said county and the POINT OF BEGINNING of the herein described tract of land; thence S89°52'49"E, along said south line, 1513.33 feet to the east line of said plat; thence N00°34'36"E, along said east line, 25.67 feet to the north line of said subdivision and the north line of Lot 3, King County Short Plat No. 878034, recorded under Recording No. 7812200862; thence S89°17'55"E, along the north line of said Lot 3 and Lot 4 of said short plat, 437.93 feet to the northeast corner of said Lot 4; thence S00°54'20"W, along the east line of said Lot 4, a distance of 657.99 feet to the easterly common corner between said Lot 4 and Lot 2 of said Short Plat; thence N89°23'52"W, along the common line between said Lot 4 and said Lot 2, a distance of 332.00 feet to the westerly common corner between said Lot 4 and said Lot 2; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to said easterly right-of-way margin of 268th Ave. N.E.; thence N01°55'05"E, along said margin and parallel with the west line of said subdivision, 659.72 feet to the POINT OF BEGINNING.

Contains 1,244,982± Square Feet (28.5809± Acres)



## OPTION B

CORE DESIGN, INC.  
BELLEVUE WA 98007

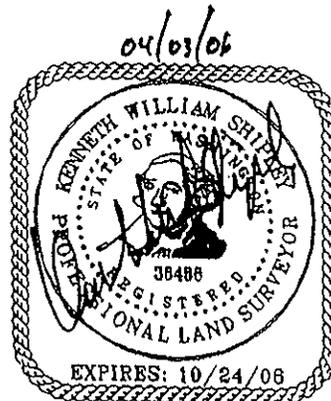
Core Project No: 06027  
3/29/06

### LEGAL DESCRIPTION – South Parcel, Alt #2

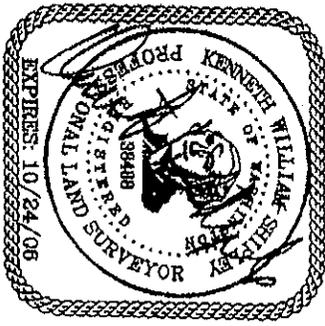
That portion of the south half of the northeast quarter of Section 24, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

BEGINNING at the southerly common corner between Lot 1 and Lot 2, King County Short Plat No. 878034, recorded under Recording No. 7812200862 and a point on the northerly right-of-way margin of N.E. 140th St. (Big Rock Road); thence the following four courses and distances along the common line between said Lots 1 and 2, and the northerly prolongation thereof; thence N01°04'29"E 299.99 feet to a point of tangency with a 370.00 foot radius circular curve to the left; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of reverse curvature with a 370.00 foot radius circular curve to the right; thence northerly, along said curve, through a central angle of 18°55'23", a distance of 122.20 feet to a point of tangency; thence N01°04'29"E 148.21 feet to the westerly common corner between said Lot 2 and Lot 4 of said Short Plat; thence N89°29'44"W, parallel with the south line of said subdivision, 1400.00 feet to a point of tangency with a 750.00 foot radius circular curve to the left; thence westerly, along said curve, through a central angle of 17°55'57", a distance of 234.74 feet to the easterly right-of-way margin of 268th Ave. N.E.; thence S01°55'05"W, along said margin and parallel with the west line of said subdivision, 347.79 feet to said northerly right-of-way margin of N.E. 140th St.; thence S45°20'57"E, along said margin, 437.08 feet; thence S89°29'44"E, continuing along said margin, 1359.01 feet to the POINT OF BEGINNING.

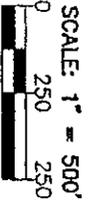
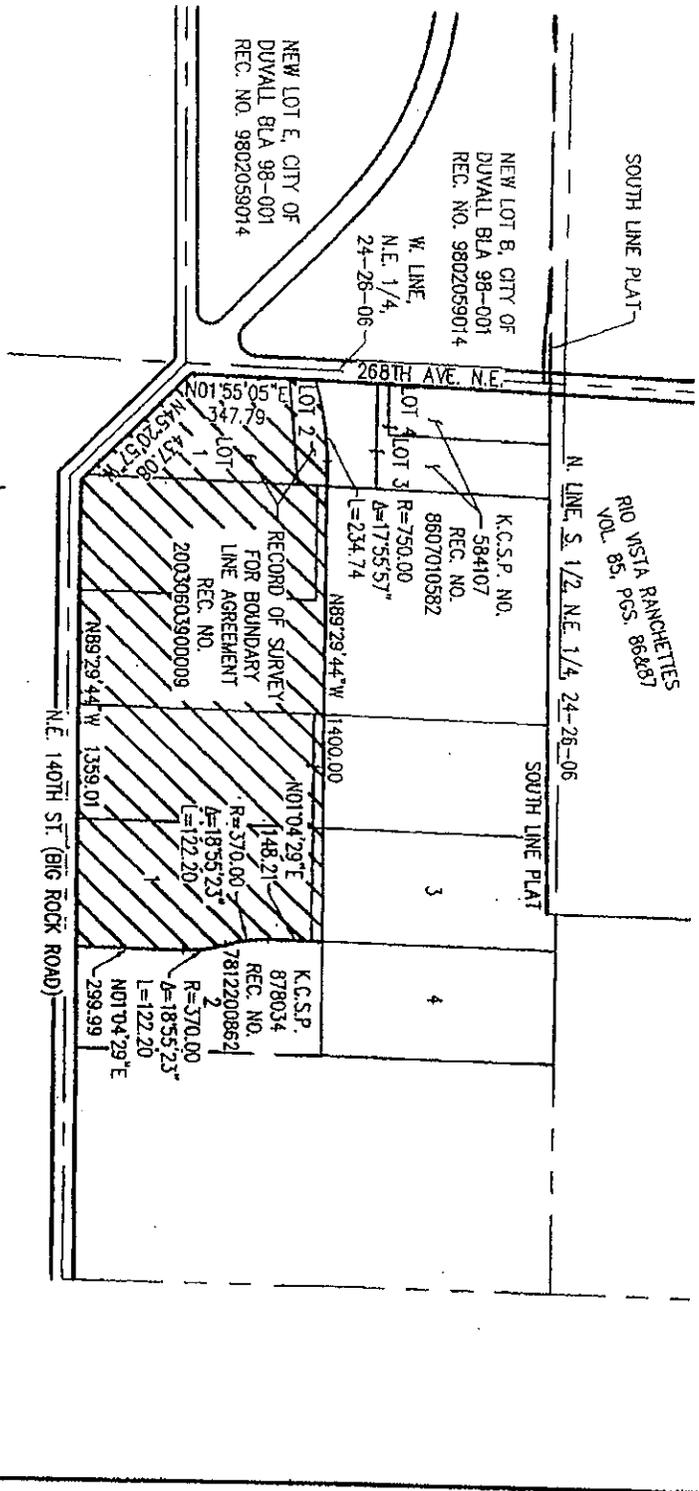
Contains 1,090,996± Square Feet (25.0458± Acres)





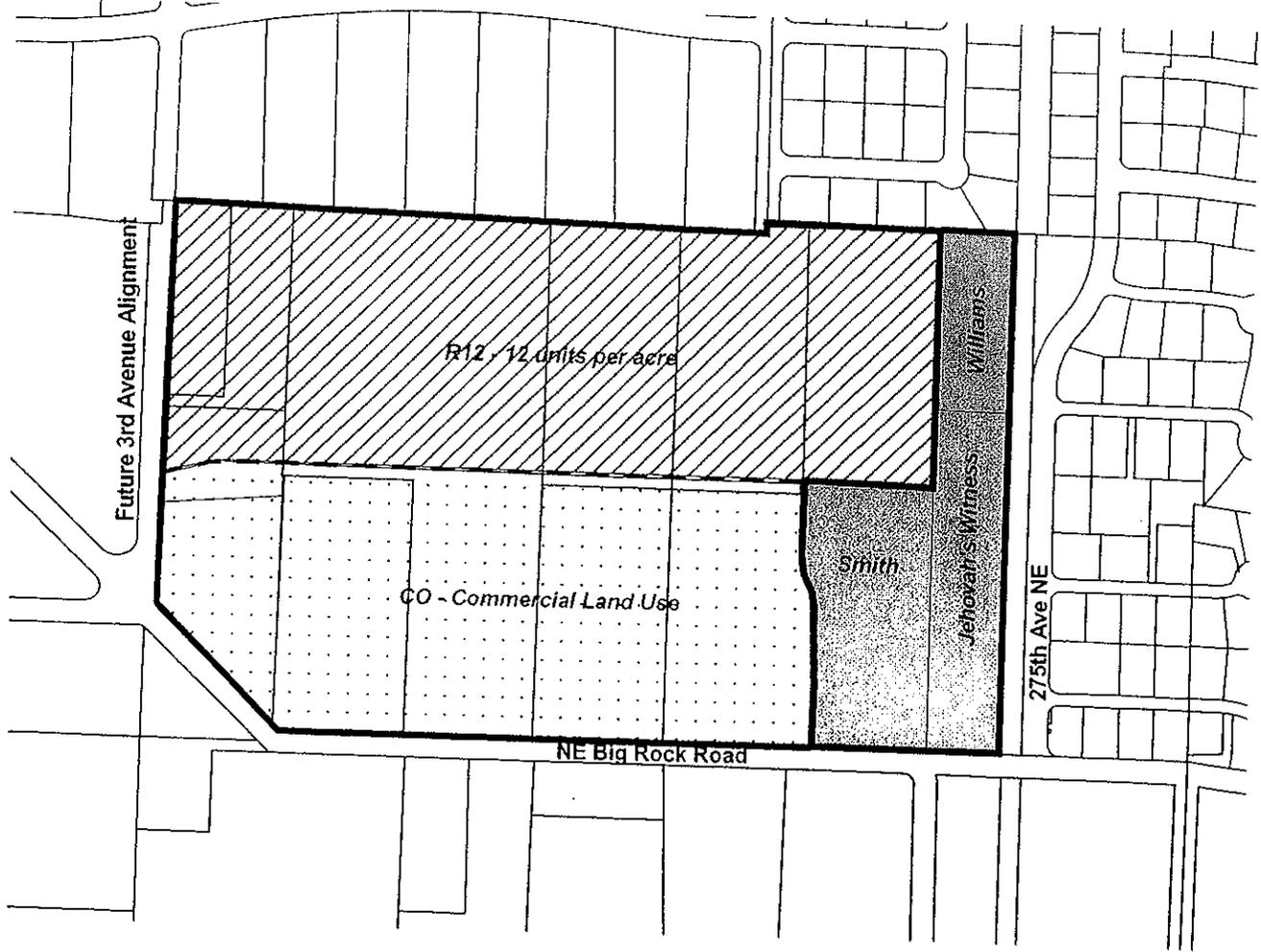


04/03/04

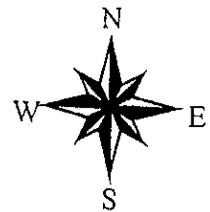


<p>DUVALL ASSEMBLAGE ANNEXATION EXHIBIT SOUTH PARCEL, ALT. 2</p>		<p>PAGE 1 OF 1</p>
<p><b>CORE DESIGN</b></p> <p>ENGINEERING · PLANNING · SURVEYING</p> <p>14771 NE 29th Place, #101 Bellevue, Washington 98007 425.885.7877 Fax 425.885.7963</p>		
<p>JOB NO. 06027</p>		

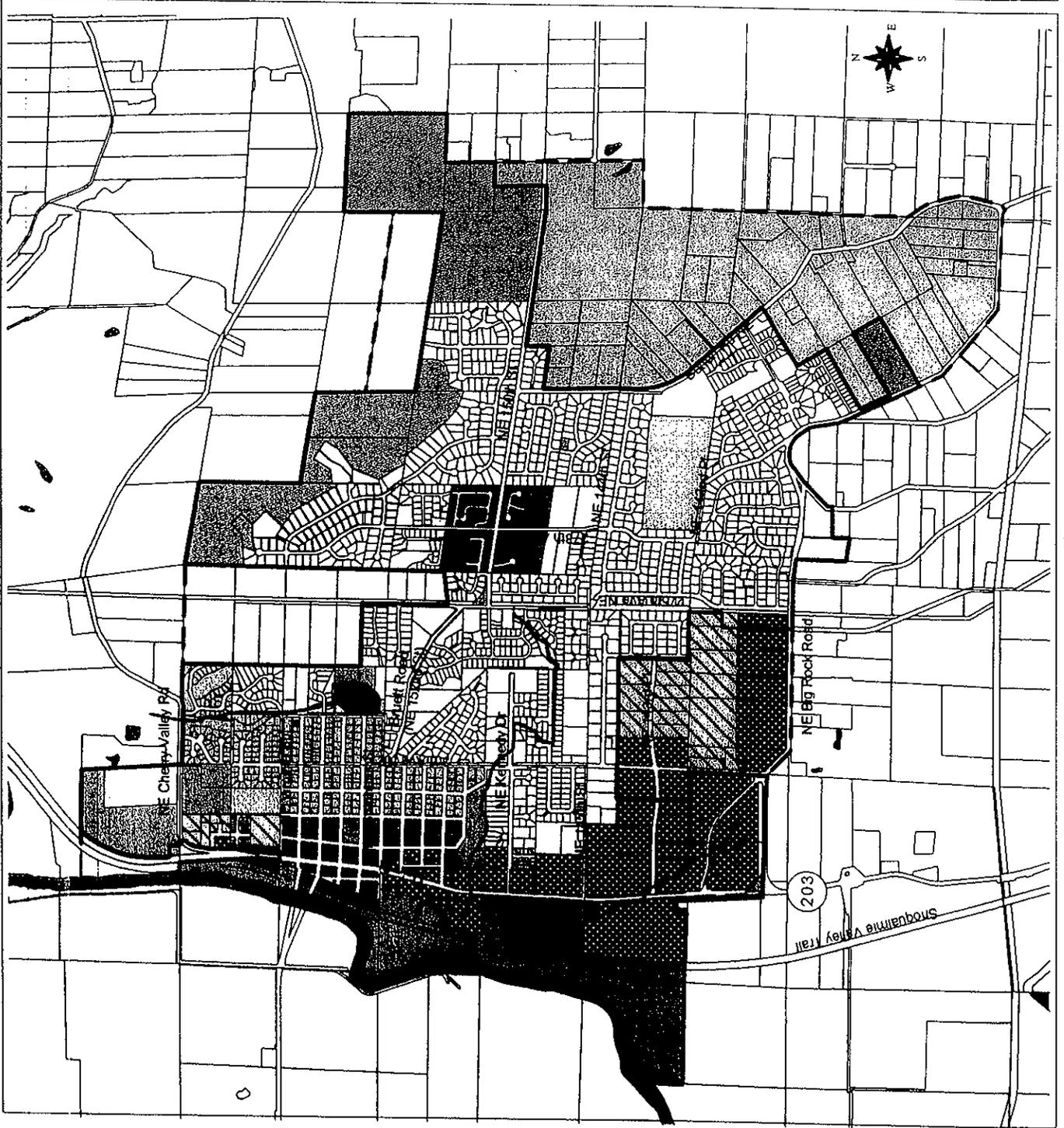
# Williams/Smith/Jehovah's Witness (Not Part of Camwest)



City of Duvall  
Vicinity Map



# FIGURE LU - 9: CITY OF DUVALL FUTURE LAND USE MAP



## LEGEND

- City Limits**  
 Urban Growth Boundary  
 Comprehensive Plan Designations  
 R4 - 4.5 Residential 4-4.5 units per acre  
 R6 Residential 6 units per acre  
 R8 Residential 8 units per acre  
 R12 Residential 12 units per acre  
 MU Mixed Use - commercial and residential  
 CO Commercial - retail and office  
 LI Light Industrial - light industrial and office  
 PF Public Facilities (parks, schools, city facilities)  
 UGAR Urban Growth Area Reserve



Scale 1" = 2000'

# DRAFT

Amended by Ordinance December 14, 2006  
 Amended by Ordinance 1001, November 23, 2004

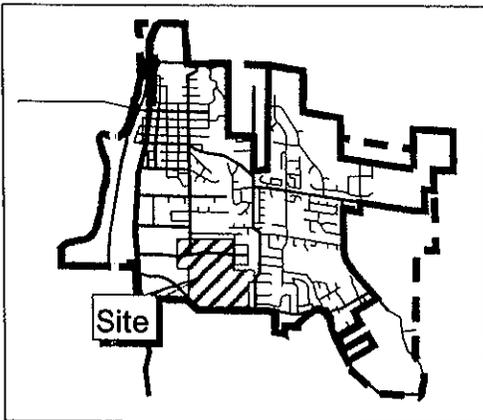
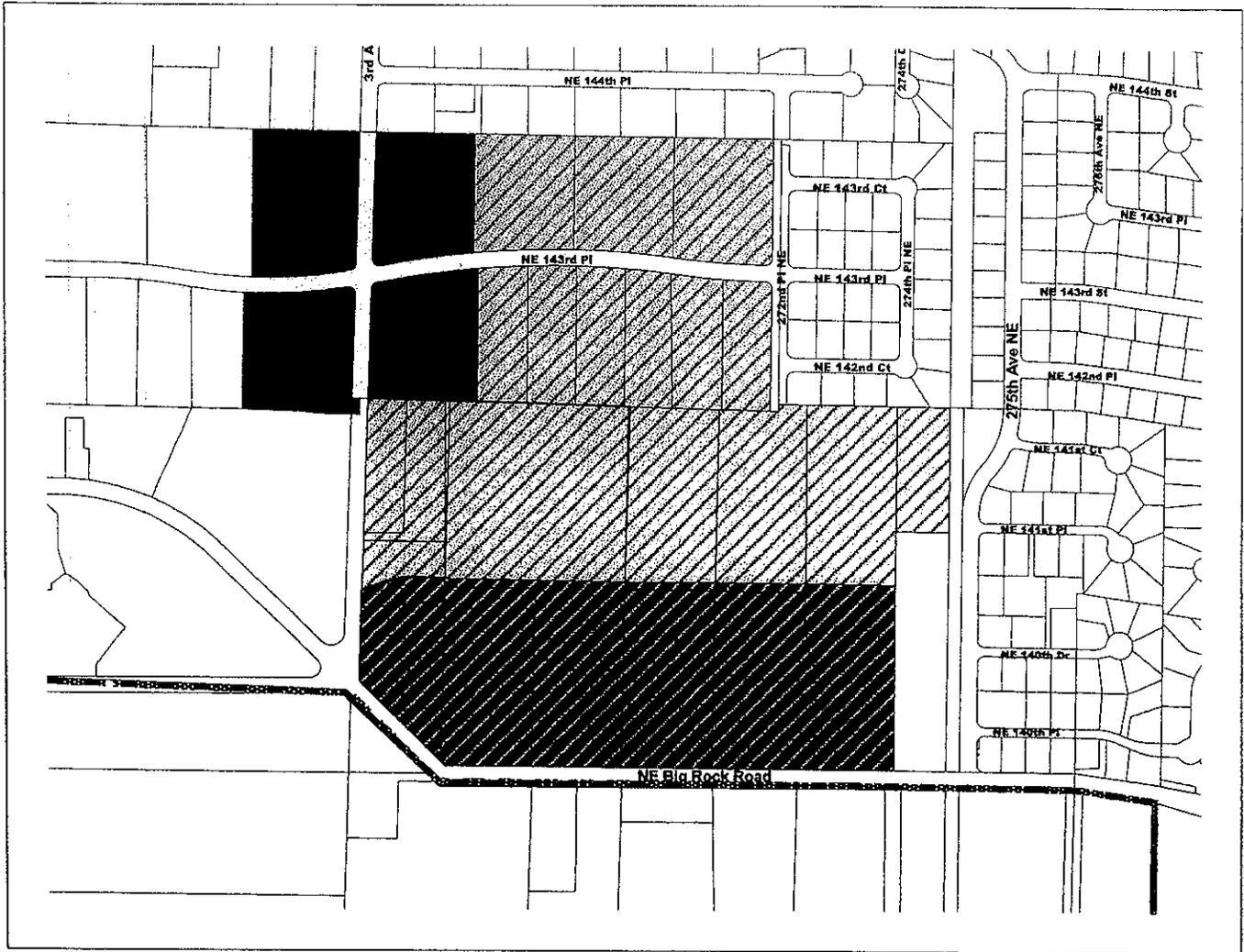
CITY OF DUVALL



Small Town. Real Life.

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# South UGA Pre-Zoning to R12, MU12, MU-I



0 500 1000 Feet



1:7,200



## LEGEND

-  MU-I Mixed Use - institutional
-  MU12 Mixed Use - commercial and residential
-  R12 Residential 12 units per acre
-  Urban Growth Area Boundary
-  Corporate City Limits
-  Parcels

City of Duvall  
Vicinity Map

Exhibit E

October 25, 2006

**Re:** Proposed Mixed-Use Community to be located northeast of 3<sup>rd</sup> Ave NE and Big Rock Road in Duvall, WA.

Dear Glencairn Homeowners:

At a recent informational meeting, CamWest Development discussed the proposed community immediately adjacent to the southern portion of the Glencairn neighborhood. The community comprises approximately 65 acres currently zoned light industrial, which is being reviewed by the City of Duvall for re-designation to commercial and R-12 to accommodate the proposed Lake Washington Technical College campus and related commercial and residential uses.

At the meeting, Glencairn residents requested that CamWest consider several issues of importance to the neighborhood in the planning of the new community. CamWest has committed to work with the Glencairn neighborhood on the following matters:

1. Connection of 272<sup>nd</sup>
  - a. CamWest will not oppose the neighbors' discussions with the City of Duvall regarding the possibility of not connecting 272<sup>nd</sup> to the proposed CamWest development to the south of the neighborhood.
  - b. If the City of Duvall requires a connection, CamWest will work with the City to limit the direct access of 272<sup>nd</sup> to Big Rock Road in an effort to minimize cut through traffic.
  - c. CamWest will take reasonable steps to limit construction traffic using 272<sup>nd</sup> during construction of infrastructure as well as during home construction. Such steps shall include a temporary construction chain link fence prohibiting the passage of vehicles along 272<sup>nd</sup> and CamWest providing written notification to vendors and suppliers that 272<sup>nd</sup> shall not be used for construction access.
  - d. If CamWest is not required to provide road access to 272<sup>nd</sup>, CamWest will provide a pedestrian access to the north via to a trail system within the vicinity of the wetland buffer.
2. CamWest agrees to a minimum setback from existing homes along the common boundary of 10' greater than the current Duvall Residential 8 units per acre (R-8) zoning rear yard setback or as may be modified by mutual agreement between the neighborhood and CamWest during the site planning stage. The current Duvall R-8 rear yard set back is 15'; therefore, the agreed upon setback is 25' as per City of Duvall zoning code.
3. CamWest agrees to preserve healthy landmark trees within a 20' to 30' swath along the common boundary between the CamWest development and the Glencairn community/subdivision. Landmark trees are those trees which are at least 12" in diameter at breast height (approximately 4' above the ground) and shall not include alders, maples or cottonwoods

9720 NE 120th Pl.  
Suite 100  
Kirkland, WA  
98034

425-825-1955  
Fax 425-825-1565  
camwest.com

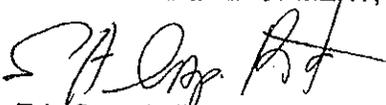
Exhibit E

4. CamWest agrees to work with the neighbors on the site plan for the CamWest development adjacent to the neighborhood prior to a being submitted to the City of Duvall.
5. CamWest agrees to build only detached single-family homes that abut the southern property line of the Glencairn neighborhood.
6. CamWest agrees to work with the City to use low glare lighting in the residential area of the proposed community.

Thank you for your interest in the new community, if you have any questions regarding this development, please do not hesitate to contact Leslie Paterson, the Development Project Manager for this project directly at 425-825-1955.

Sincerely,

CAMWEST DEVELOPMENT, INC.



Eric Campbell  
President

