

ORDINANCE NO. 23-685

AN ORDINANCE ANNEXING CERTAIN LANDS KNOWN AS
THE BODRERO ANNEXATION TO THE CITY OF MATTAWA

THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON DO ORDAIN AS
FOLLOWS:

*Section 1. **Annexed Lands.*** Pursuant to Chapter 35A.14 RCW and Title 35A RCW, the City of Mattawa does hereby annex the following described real estate situated in Grant County, Washington into the corporate limits of the City of Mattawa:

See Exhibits A, B, and C attached hereto and incorporated herein by this reference.

*Section 2. **Zoning and Regulation.*** The City's comprehensive plan shall be adopted for the area annexed by this ordinance, and these lands shall be subject to all City regulations. Tax parcel 191539000 shall be zoned Residential Single-Family (R-1).

*Section 3. **Existing indebtedness.*** This entire area to be annexed and described above, shall be required to assume all existing City indebtedness. No portion of the property annexed herein shall be released from any outstanding indebtedness levied against it prior to this annexation.

*Section 4. **Filing.*** A certified copy of this ordinance shall be filed with the Board of County Commissioners and the County Auditor of Grant County, Washington.

*Section 5. **Extension of Franchise.*** By operation of law, there is hereby granted to any franchise garbage hauler serving any portion of the annexed property a seven year franchise to continue the collection and disposal of garbage and other solid waste for the areas served on the date of the adoption of this ordinance.

*Section 6. **Effective Date.*** This annexation shall be effective five days after passage of this ordinance and publication of its summary.

PASSED by the City Council of the City of Mattawa, Washington, this 1st day of June 2023.



Maria Celaya, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Katherine L. Kenison, City Attorney

PASSED the 1st day of June, 2023.

APPROVED the 1st day of June, 2023.

PUBLISHED the 7th day of June, 2023.

**EXHIBIT A
RESOLUTION NO. 23.02.04**

A RESOLUTION DETERMINING THAT THE CITY OF MATTAWA WILL MODIFY AND CONDITIONALLY ACCEPT A PROPOSED ANNEXATION OF APPROXIMATELY 40.50 ACRES OF PROPERTY, BEING GENERALLY LOCATED AT POR SWDU 17 BLOCK 26 IN NWSE 35 15 23, NORTH OF CURRENT CITY LIMITS AND DETERMINING OTHER MATTERS RELATED THERETO

Recitals:

1. The City of Mattawa is classified as a Code City under the Revised Codes of Washington State; and
2. RCW Ch. 35A. 14 provides for annexation by direct petition initiated by the filing of notification by owners of property in the territory proposed for annexation which is not less than ten percent (10%) of the assessed value of the property to be annexed; and
3. The City of Mattawa has received sufficient notification of intent to annex territory consisting of approximately 40.50 acres of property; and
4. Mattawa City staff, on May 17, 2022, staff met with representatives of CAD Homes LLC for a pre - application meeting to discuss possible development of the land, commonly referred to as the Bodrero. The project was described as a five (5) phased development of approximately 40.50 acres of land with of total of 108 housing units with a 2.025-acre public park dedication, with approximately 13 acres reserved for future development; and
5. On May 18, 2022, the City received a 10% Notice to Commence Annexation petition submitted by Rex Bodrero, owner of land; and
6. RCW 35A. 14. 120 provides that the City Council shall set a date not later than sixty (60) days after the filing of notification of proposed annexation for a meeting with the initiating parties to determine whether the city will accept, reject, or geographically modify the proposed annexation, and whether it shall require simultaneous adoption of a proposed zoning regulation, and other matters; and
7. The Mattawa City Council motioned at its regular meeting on June 16, 2022 setting October 9, 2022 as the date for meeting to determine whether the City would accept, reject, or geographically modify the proposed annexation; and
8. Notification of the October 9, 2022 City Council meeting was posted in two issues of the Columbia Basin Herald, posted on site, and provided to the petitioner on August 5, 2022; and
8. The Mattawa City Council motioned at its regular meeting on October 9, 2022, to continue annexation decision proceedings setting February 2, 2023 as the date for meeting to determine whether the City would accept, reject, or geographically modify the proposed annexation; and
Notification of the February 2, 2023 City Council meeting was provided to property owners adjacent to the boundary and the petitioner on January 16th, 2023 and posted in two issues of the Columbia Basin Herald; and
9. The Mattawa City Council has considered the annexation proposal during a regularly and duly called public meeting of said Council, has given said annexation careful review and consideration, and finds

that it is an appropriate function for the City to modify and conditionally accept the proposed annexation as provided herein;

NOW THEREFORE, the City Council of the City of Mattawa resolves as follows:

Section 1: The Mattawa City Council hereby determines that the City of Mattawa will conditionally accept the proposed 40.50-acre annexation area described below as geographically modified by section 2 herein:

All that portion of Special Water Delivery Unit 17, Irrigation Block 26, Columbia Basin Project, Grant County, Washington, as shown on the Irrigation Block Plat of said Block as recorded in Grant County on November 25, 1981, lying in the Northwest quarter of the Southeast quarter of Section 35, Township 15 North, Range 12 E.W.M., EXCEPTING therefrom that portion thereof designated as rights of way for canals on said Irrigation Block Plat.

Section 2: The Mattawa City Council hereby determines that the Mattawa Zoning Code, Mattawa Municipal Code Title 17, as amended, and the zoning designation of Residential Single Family – Medium Density R-1 (consistent with the Residential land use designation assigned to the property in the Mattawa Comprehensive Plan) will be simultaneously adopted as zoning regulations for the property described in Section 1 herein upon the effective date of annexation.

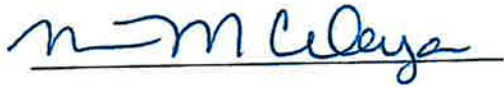
Section 3: The Mattawa City Council determines that, subject to any applicable exemptions, all property within the area described in Section 1 shall be assessed and taxed at the same rate and on the same basis as other property in the City of Mattawa is assessed and taxed subject to any applicable exemptions. In addition, subject to any applicable exemptions, all property within the area described in Section 1 shall be assessed and taxed at such rate and basis to pay for any outstanding indebtedness of the City of Mattawa contracted prior to, or existing at, the date of annexation.

Section 4: The annexation of the property described in Section 1 is conditioned upon the owner(s) of the property described in Section 1 entering into a development agreement with the City of Mattawa as part of the proposed annexation which sets forth the development standards and other provisions that shall apply to and govern the development, use, and mitigation of the development of the property for the duration of the agreement. The annexation shall not be final or effective until after a development agreement is approved by the Mattawa City Council and executed by the parties.

The development agreement may only be approved by an ordinance or resolution of the Mattawa City Council after a public hearing. Such public hearing shall be conducted by the Mattawa City Council.

Section 5. Severability. If any sections, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, or its application held inapplicable to any person, property or circumstance, such invalidity or unconstitutionality or inapplicability shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution or its application to any other person, property or circumstance.

APPROVED AND ADOPTED BY A MAJORITY OF THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON, at a regular meeting thereof this 2nd day of February 2023.

A handwritten signature in blue ink that reads "m m Celaya". The signature is written in a cursive style and is positioned above a horizontal line.

Maria Celaya, Mayor

ATTEST:

A handwritten signature in blue ink that reads "Anabel Martinez". The signature is written in a cursive style and is positioned above a horizontal line.

Anabel Martinez, City Clerk

EXHIBIT B: ORDINANCE NO. 23-682

AN ORDINANCE OF THE CITY OF MATTAWA, WASHINGTON, APPROVING THE CAD HOMES LLC DEVELOPMENT AGREEMENT REGARDING THE BODRERO ESTATES MAJOR SUBDIVISION

Recitals:

1. The City is a noncharter optional code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development agreements to promote the health, safety, and welfare of its citizens; and
2. The City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

3. Pursuant to RCW 36.70B.200, the City Council conducted a public hearing on February 2nd, 2023, for the proposed Development Agreement at its regularly scheduled meeting; and
4. The City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibits, are attached hereto and incorporated herein.

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

Section 1. **Public Interest.** The City Council for the City of Mattawa, Washington finds, following a public hearing process, that it is in the public interest for the City of Mattawa to approve the Development Agreement with CAD Homes LLC related to the Bodrero Major Subdivision.

Section 2. **Development Agreement Approved.** The City Council for the City of Mattawa hereby approves the CAD Homes LLC Development Agreement and Exhibits (“Agreement”) related to the Bodrero Estates Major Subdivision attached hereto as Exhibit “A”

and authorizes the Mayor to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

Section 3. **Compliance with other law.** Nothing in this Ordinance shall be construed as excusing the Applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this development other than as expressly set forth herein.

Section 4. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

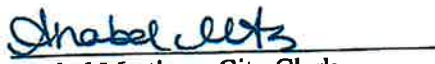
Section 6. **Effective Date.** This ordinance shall be in full force and effect five (5) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MATTAWA, WASHINGTON THIS
2nd DAY OF FEBRUARY 2023.



Maria Celaya, Mayor

ATTEST/AUTHENTICATED:



Anabel Martinez, City Clerk

APPROVED AS TO FORM:



Katherine L. Kenison
City Attorney

EXHIBIT C
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MATTAWA
AND CAD HOMES, LLC
FOR THE ANNEXATION AND ZONING OF THE BODRERO ESTATES
DEVELOPMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this X day of February 2023, by and between the City of Mattawa, a Washington State municipality (“City”), CAD Homes, LLC, a limited liability company organized under the laws of the State of Washington, (“Developer”), and The Heirs and Devisees of Ivan Bodrero, deceased, c/o Rex Bodrero, (“Owner”). The City, Developer, and Owner may each be individually referred to herein as a “Party” or collectively as “the Parties”.

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170);

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1));

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1));

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3);

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170 (1));

WHEREAS, the Developer is under contract to purchase the Property (as defined in Section 3) from Owner, and plans to develop the Property, and Owner agrees to the terms of this Agreement;

WHEREAS, the City received a petition to annex the Property (as defined in Section 3) into the City of Mattawa (the “Annexation”);

WHEREAS, the following events have occurred in the processing of the Developer’s applications for the Project (as defined in Section 3) located on the Property (as defined in Section 3):

- a) A public hearing on the application for the annexation was held by the Mattawa Planning Agency on September 15, 2022. The Planning Agency recommended approval, which is subject to the conditions as set forth in Ordinance No. 23-682.
- b) After a public hearing, Ordinance No. 23-682, the City Council authorized the Mayor to sign this Development Agreement with the Developer;

WHEREAS, the City has determined that there are certain impacts as a result of this annexation and proposed development;

WHEREAS, the Developer has agreed to take certain actions as a condition of the Annexation to mitigate the impacts;

WHEREAS, pursuant to the authority granted by RCW 36.70B.170 through 210, the City and Owner and Developer wish to enter into this Agreement to govern the development, use, and mitigation of certain impacts associated with Annexation and development of the Property;

WHEREAS, Owner and the Developer voluntarily agree to enter into this Agreement to provide for certain improvements as specified herein, as a condition of Annexation;

WHEREAS, the agreement of the Developer and Owner to annex the Property into the City and to develop the Property as set forth in this agreement are material inducements for the City to enter into this agreement and the City would not enter into this Agreement but for such agreement and assurances by the Owner and Developer; and

WHEREAS, the Developer and Owner are entering into this Agreement to facilitate the Annexation of the Property and vesting of the Residential Single-Family (R1) zoning designation by the City as set forth in this Agreement, and to provide for mutual agreements related to the planning, development, and use of the Project on the Property.

GENERAL PROVISIONS

Now, in consideration of the above Recitals, the terms, covenants, and conditions contained herein, the Parties agree as follows:

Section 1. Ownership of Property. Owner hereby covenants and warrants to the City that Owner and Developer are under contract for the sale of the Property to Developer free and clear from any encumbrances that prohibit this Agreement. Furthermore, Owner and Developer each covenant and warrants that the person(s) executing this Agreement below have the right, authority, and capacity to enter into this Agreement. Owner acknowledges that the City has relied on the foregoing representations in connection with its decision to enter into this Agreement.

Section 2. Inducements of City Services and Commitments. Based on Owner and Developer's acknowledgment and representation to the City that Owner is the owner of the Property and that the Owner is specifically empowered with appropriate control over the Property to legally enter into this Agreement, the City agrees to authorize the Annexation, provide municipal services, and abide by the commitments hereunder following the date of the Adopting Ordinance.

Section 3. The Project. The Project is the Annexation, development and use of the Property, consisting of roughly 40.50 acres, more or less. Specifically, Permit #ANNEX-2022-05 describes the Project as an annexation of a single tax parcel, #191539000 within the City of Mattawa Urban Growth Area (UGA).

Section 4. The Property. The Property, as described in Exhibit A, attached hereto and incorporated herein by this reference, is the single tax parcel #191539000 located within a portion of Section 35, Township 15 North, Range 23 East, W.M., Grant County, WA.

Section 5. Title Evidence and Survey.

- A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owner shall provide a Joinder, Consent and Subordination of all mortgagees to this Agreement prior to the execution of this Agreement by the City.
- B. As a condition of this Agreement by the City, the Developer shall provide a survey of the Property in a form suitable to the City within six (6) months of the Effective Date. Such survey shall be consistent with the legal description of the Property set forth in Exhibit A.

Section 6. Definitions. As used in this Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section. Other terms clearly designated in this Agreement shall have the meaning provided in connection with identification of that term.

- A. "Adopting Ordinance" means the Ordinance which approves this Agreement, as required by RCW 36.70B.200.
- B. "Ordinance(s)" means a piece of legislation acted upon by the City of Mattawa.
- C. "Council" means the duly elected legislative body governing the City of Mattawa.
- D. "Effective Date" means the effective date of the City's ordinance annexing the Property into the City of Mattawa.
- E. "Existing Land Use Regulations" means all of the following in effect on the Effective Date: Ordinances adopted by the City of Mattawa in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, SEPA, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, and building standards, including without limitation Titles 14, 15, 16, 17, and 18 of the Mattawa Municipal Code ("MMC"), in existence as of the effective Date; provided however, that all building permit applications shall be subject to the building codes in effect when a complete building permit application is submitted. To the extent any Existing Land Use Regulation is specifically modified by a provision set forth in this Agreement, the provision of this Agreement shall prevail and be consisting of the applicable Existing Land Use Regulation. Existing Land Use Regulations do not include non-land use regulations, which include taxes and impact fees.
- F. "Preliminary Plat" means as defined in Chapter 16.09 MMC.
- G. "Final Plat" means as defined in Chapter 16.09 MMC.

Section 7. Exhibits. Exhibits to this Agreement are as follows:

- A. Exhibit A – Legal description of the Property
- B. Exhibit B – Verification that Owner has full and legal authorization to enter into this Agreement.
- C. Exhibit C – Proposed development phasing and schedule

Section 8. Project is a Private Undertaking. It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 9. Term of Agreement. This Agreement shall commence upon the Effective Date and shall continue in force for a period of six (6) years. Developer may request up to two (2) one (1) year extensions, which may be granted at the discretion of the City Council. This Agreement shall be void and of no effect if the City shall not annex the Property. The Term of Agreement applies to this Agreement and amendments to this Agreement, including subdivision, and shall under no circumstances exceed six (6) years unless an extension is granted. Following the expiration of the

term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Owner.

Section 10. Zoning. Upon the Effective Date, the Property will have a Residential Single-Family, Medium Density (R-1) zoning designation applied.

Section 11. Annexation. As a condition of Annexation, Developer shall provide the City with a completed Traffic Memo as identified in Section 14 and any Project impacts identified which are not already included in this Agreement shall be addressed to the mutual satisfaction of both parties prior to Annexation. In the event the Annexation is not approved on or before February 3, 2023, Developer shall have the option to terminate this Agreement. In such event, this Agreement shall have no force or effect whatsoever.

Section 12. Vested Rights of the Developer. Upon the Effective Date and throughout the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, the Developer and the City agree that the development rights, obligations, terms and conditions of the Project specified in this Agreement, are fully vested to the Existing Land Use Regulations; provided that, amendments to the Existing Land Use Regulations adopted by the City through the 2023 Comprehensive Plan and Mattawa Municipal Code Amendment process shall apply to the Project.

Section 13. Development Permits. Developer agrees to develop the Property as a residential development with primarily single family residences. Developer agrees to provide a portion of such residential development at affordable prices. Developer agrees to submit applications for the residential development and other development permits for the development of the Property, and to develop the Property within six (6) years of annexation. Developer agrees to submit a final conceptual plan showing location of future homes, phasing plan, location of park and walkways, streets, water, sanitary sewer, and other public improvements within one year after the Effective Date.

Permitted Uses, Performance Standards, and Development Standards. Throughout the term of this Agreement, the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservations and dedications of land or payment of fees in lieu of dedication for public purposes, the construction, installation, and extension of public improvements, development guidelines and standards for development of the Project and Property shall be those set forth in the Existing Land Use Regulations, or as expressly provided hereunder:

A. Permitted Uses

- i. Single-Family Dwellings
- ii. Two-Family Dwellings (Duplex)
- iii. Residential Planned Development
- iv. Mixed Use Planned Development

- v. Covered Outdoor Patios (Attached Structure)
- vi. Fences

B. Accessory Uses

- i. Carport, Garage (Detached Structure)
- ii. Covered Outdoor Patios (Detached Structure)
- iii. Accessory Dwelling Unit

C. Lot Standards

- i. Minimum Lot Size
 - 1. Standard Lot – 7,000 square feet
 - 2. Corner Lot – 7,500 square feet
 - 3. Duplex Lot – 8,000 square feet
- ii. Minimum Lot Depth – 100 feet
- iii. Minimum Lot Width
 - 1. Standard Lot – 65 feet
 - 2. Corner Lot – 75 feet
 - 3. Duplex Lot – 80 feet
- iv. Maximum Building Height – 2 Stories, or 35 feet
- v. Maximum Lot Coverage – 35%
- vi. Yard / Setbacks
 - 1. Front – 20 feet
 - 2. Side – 5 feet
 - 3. Rear – 15 feet
- vii. Deviation of Lot Standard
 - 1. The Developer can make reasonable application for any deviation of Lot Standard as outlined by this section, provided the request is received concurrently with the application for preliminary plat. Such application shall include any and all details necessary to support the request to deviate.

D. Density

- i. Within the first five (5) phases of the Project, including roughly 2/3 of the Property's overall acreage, as specified within Exhibit C, a density no greater than four (4) dwelling units per acre shall be allowed except through a density allowance for duplex structures, in which each dwelling unit shall only be considered ½ of the residential density as contained within that lot, and where each of the first (5) phases of the Project is limited to a maximum of four (4) duplex structures/lots per phase.
- ii. For future development of the remaining acreage excluded from the first five (5) phases, being roughly 1/3 of the Property's overall acreage, a density no greater than four (4) dwellings per acre shall be allowed except through an eligible density bonus of up to eight (8) dwelling units per acre

unless amendments to the Existing Land Use Regulations adopted by the City through the 2023 Comprehensive Plan and Mattawa Municipal Code Amendment process specifically allow for greater densities beyond the outlined density bonus. Any requested density bonus will be subject to this Agreement and reviewed at time of Preliminary Plat.

E. Parking

- i. Single-family lots shall have a minimum requirement of 2 parking spaces per unit.
- ii. Duplex lots shall have a minimum requirement of 3 parking spaces per unit, totaling 6 parking spaces per lot.

F. Reserved Property

- i. Roughly 13.74 acres, or approximately 1/3 of the overall Property, will be reserved for the future development under the Residential Single-Family, Medium Density (R-1) zoning designation. Unless otherwise authorized by this Agreement, any proposed further action or land use application will be reviewed and addressed under the adopted 2023 Comprehensive Plan and Municipal Code during time of site-specific development or Preliminary Plat, concurrently with or beyond the Term of this Agreement.

G. Open Space and Recreation Facilities

- i. Developer shall provide a public dedication of 2.025 acres of real property to be utilized as open space for communal park and amenities, as decided by the City of Mattawa. Dedication shall be made prior to or at approval of final plat for Phase 3. Upon dedication, requirements of park impact fees for the Property shall be considered satisfied.
- ii. Should Developer pursue an increased density beyond four (4) dwelling units per acre for the portion of reserved property as specified within Section 13, Developer shall either:
 1. Remit payment for fee in lieu of an additional 5% of the assessed property value;
 2. Dedicate an additional 2.025 acres of real property for the purpose of recreational facilities; or
 3. Finance and develop the prior dedicated land as a Community Park subject to the City of Mattawa Community Park Standards.
- iii. Prior to or at approval of Final Plat for Phase 3, Developer shall ensure sidewalk connection the existing 2.025-acre public dedication to Priest Rapids Drive at the intersections of N Williams Ave and N Ellice Ave is constructed, allowing for and satisfying the necessary pedestrian circulation.

- iv. Developer shall provide dedicated right-of-way for a pedestrian pathway should the pedestrian route exceed ¼ mile without provisions from existing and proposed circulation.

H. Road

- i. For purposes of this Agreement, any reference to a “public street” or “public road” shall mean streets dedicated to the City as part of the Project and shall not include private driveways. The road standards for all public roads will be to facilitate the orderly flow of traffic, provide safe pedestrian facilities, and account for city growth. Road standards shall follow a to-and-through connectivity standard and overview of the first five phases shall be submitted to the City prior to approval of Final Plat for Phase 1; Final Plat approval for Phase 1 is conditioned on City approval of the to-and-through connectivity standard proposed by Developer. Preliminary plat displaying a master plan of all phases with such specificity as shall be deemed necessary by City shall satisfy this requirement. Furthermore, the road standards identified in this Agreement and within the subdivision application shall serve as the approved standards for the Project unless mutually agreed to by the City and Developer.

Section 14. Improvements. The Parties acknowledge that the most efficient and economic development of the Property depends upon numerous factors such as market orientation and demand, competition, and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers and individual landowners of the Property to have the rate of development determined by Developer. However, the Parties acknowledge that because the Project will be phased, certain amenities associated with the Project must be available to all phases of the Project in order to address health, safety, and welfare of all residents. The anticipated phasing of the Project is set forth in Exhibit C, attached hereto and incorporated herein, in addition to Section 19 of this Agreement, and is subject to the following conditions:

A. General.

- i. Phasing or build-out of the Project shall be concurrent with timing of infrastructure improvements set forth herein and in accordance to Exhibit C.
- ii. Developer acknowledges that wastewater system improvements may include but may not be limited to a sanitary sewer lift station or off-site sewer improvements as required by the Project, to be determined and agreed upon at the time of Preliminary Plat approval. If temporary maintenance access is required, then a temporary easement for temporary access will be required to be shown on applicable plat documents. Any off-site

improvements will be financed and/or reimbursed as outlined by this Agreement.

- iii. The City of Mattawa Public Works Department will conduct an onsite pre-construction conference with the Developer before authorization of construction for each individual phase.
- iv. Portions of the site not proposed for immediate development shall remain undisturbed as much as possible to prevent potential impacts to air and to preserve/enhance any existing on-site vegetation. Exceptions to this include continued farming operations on portions remaining undeveloped.

B. Studies.

- i. The Washington State Department of Archaeological and Historic Preservation (DAHP) has determined the proposed subdivision to be an area characterized as moderate to high probability of encountering cultural resources. A professional archaeological survey of the project area was conducted. The report meets DAHP's Standards for Cultural Resource Reporting, and no direct archeological supervision is recommended. An Inadvertent Discovery Plan (IDP) shall be submitted prior to any ground disturbances.
- ii. A Traffic Memo, also referred to as a Trip Generation Letter ("Traffic Memo") will be required as a condition of annexation to provide information on existing traffic patterns at nearby intersections in addition to a trip generation analysis based on Project definition. Based on findings of the Traffic Memo, and prior to submittal of any land use application, additional analysis up to a Traffic Impact Analysis may be required to better determine the requirement and extent of the following potential mitigation measures in accordance with the specified schedule:
 - 1. Potential off-site improvements to Priest Rapids Drive to be fully constructed or bonded for prior to approval of Final Plat for Phase 1. Off-site improvements will be financed in accordance with Section 17 of this Agreement.
 - 2. Potential off-site improvements for the immediate connection and continuation of N Williams Avenue and N Ellice Avenue to be fully constructed or bonded for prior to approval of Final Plat for phase 1. Off-site improvements will be financed in accordance with Section 17 of this Agreement.
 - 3. Potential off-site improvements for the immediate connection of N Portage Avenue to be fully constructed or bonded for prior to approval of applicable phase. Off-site improvements will be financed in accordance with Section 17 of this Agreement.

4. Any other off-site mitigation measures as determined necessary by the performed traffic analysis, and in accordance with applicable phase, subject to the financing and reimbursements as outlined by this Agreement.
- iii. Developer assumes that a Geotechnical Analysis will be required as part of submittal for preliminary plat. The Developer agrees to have analysis and reporting completed within six (6) months of the Effective Date.

C. Off-Site Improvements.

- i. Developer agrees to construct the pro-rata share for improving the connection of N Williams Avenue and N Ellice Avenue prior to approval of Final Plat for Phase 1.
- ii. Developer agrees, unless otherwise required as mitigation for traffic impacts outlined by the performed traffic analysis, to construct the pro-rata share of improving the connection of N Portage Avenue at time of development for the reserved portion of the Property, as defined within Section 13.
- iii. As a proposed cost saving measure, the Developer agrees to construct full-width improvements for the connections at N Williams, N Ellice, and N Portage Avenues, subject to the financing and reimbursements as outlined by this Agreement.

D. On-Site Improvements.

- i. Developer agrees to construct full-width street and utility improvements in accordance with the City's Developer Standards for all streets proposed within the Property. The City and Developer agree that sewer and water service for the Project will be solely provided by line extensions and no off-site sewer or water improvements, or analysis, are required as a condition of Project approval unless otherwise specified by this Agreement. Temporary easements for temporary access may be required and shall be shown on applicable plat documents if existing.
- ii. Prior to the expiration of this Agreement all improvements required as a condition of any approval are to be fully constructed and or bonded or are to be vested under the most-current development regulations. Prior to the Project being deemed complete, all improvements required as any condition of approval shall be fully constructed, and the release of any bond(s) shall be executed.
- iii. Developer understands and agrees that temporary emergency turnarounds may be required for individual phases of the Project, as determined necessary by the City of Mattawa Public Works Department and Fire Code Official. Should a requirement be a condition of Preliminary Plat, then a

temporary easement(s) for the temporary emergency turnarounds shall be required to be shown on applicable plat documents.

- iv. Specific to the applicable phase, the Developer shall either complete any required on-site improvements or submit a bond or alternative security in the amount of one hundred fifty percent (150%) of the cost of the actual construction remaining prior to submitting application materials to the City of Mattawa for the approval of individual phased Final Plat(s).
 1. The Developer shall submit documentation of the cost of construction to the City Engineer to support the determination of the amount required for bond or alternative security.
 2. Bonds or alternative security for major subdivisions shall be in effect for two (2) years and shall be on forms approved by the City Attorney.
 3. The City shall furnish the Developer an Affidavit of Completion and Letter of Exoneration within fourteen (14) consecutive days of any bonded improvements being satisfied and accepted by the City.

E. Level of Service Standard (LOS).

- i. The City and Developer agree that the following Level of Service Standards (LOS) shall govern development of the Property, until updated by the 2023 Comprehensive Plan and development regulations amendment process. Any LOS not meeting the LOS standard shall be mitigated appropriately through typical permitting processes.
 1. **Fire.** LOS standard is an 8-minute response time. The Project design shall meet an 8-minute response time to all lots within the Project from the Grant County Fire District #8 fire station located at 20643 Road, 22.5 SW, Mattawa, WA 99349.
 2. **Police.** LOS standard is a 2-minute response time and four officers per 2,000 residents. The Project design shall meet a 2-minute response time to all lots within the Project from the Mattawa Police Department headquarters located at 521 Government Road, Mattawa, WA 99349. The City of Mattawa's Police Department shall review each phase of development prior to individual approval of final plat(s) to ensure LOS standards are met.
 3. **Parks and Recreation.** LOS standard is 1.5/acres per 1,000 residents. The City and Developer agree a dedication of 5% of real property or payment for Fee in Lieu of in the amount of 5% of the assessed property value shall be provided for and shall satisfy the LOS standard for Parks and Recreation, unless otherwise provided for within this Agreement.

4. **Water.** LOS standard is 711 gallons per day (gpd) per single-family residential connection, 142 per capita production (gpcd), and 1,500 gpm per two hours fire flow. The City of Mattawa Public Works and Engineering shall review each phase of development prior to individual approval of final plat(s) at effort to ensure water LOS standards are met.
5. **Streets.** LOS standard is LOS C or better citywide with a volume to capacity ratio of $0.70 < V/C < 0.80$ or better. The City intends to provide improved traffic circulation at the intersections of Portage Avenue and Priest Rapids Drive, Ellice Avenue and Priest Rapids Drive, Williams Avenue and Priest Rapids Drive. Based on the findings and recommended mitigation measures provided by the Traffic Impact Analysis, the Developer may need to construct their pro-rata share of off-site improvements which could include, but may not be limited to crosswalks, lighting, and signage on Priest Rapids Drive at the intersections of Portage, Ellice, and Williams as effort to achieve a LOS "C" or better.

Affordable Housing. The City and Developer agree that the primary goal of the Project is to provide affordable housing options to the City of Mattawa.

Section 15. Minor Modifications. Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code and shall not require an amendment to this Agreement.

Section 16. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 17. Financing of Public Facilities.

- A. Developer acknowledges and agrees that they shall participate in the pro-rata share of the costs of off-site public improvements for the connection of N Williams Avenue and N Ellice Avenue pursuant to section 14(C) above and outlined by this Agreement. Developer is eligible for reimbursement of costs for off-site improvements through a latecomer agreement.
- B. Developer agrees to construct full-width street and utility improvements in accordance with the City's Developer Standards for all streets proposed within the Property.

Upon City request, the Developer agrees to participate in any required off-site improvements as determined necessary by the performed traffic analysis, subject to reimbursement as outlined by this Agreement. Developer is eligible for reimbursement of costs for off-site improvements through a latecomer agreement.

Section 18. Existing Land Use Fees and Impact Fees.

- A. Developer shall pay any required impact fees as incurred from time to time on a per phase basis, in accordance with this Agreement.
- B. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time. Such increased land use fees may apply to unpaid permits and approvals for the Property, as long as such fees apply to similar applications and projects in the City.
- C. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Mattawa Municipal Code.

Section 19. Phasing and Schedule. The Project follows a "Phased Approach", as described within Exhibit C of this Agreement, allowing the Developer to complete any applicable final platting requirements from time to time, across multiple phases, with exception to portion of Property outlined by Section 13 and in conjunction with following:

- A. The first five (5) phases are estimated to consist of the procurement of roughly 18-20 residential lots each, across roughly 2/3 of the overall Property, resulting in a maximum density of 108 dwelling units, except as allowed by this Agreement.
- B. Prior to submitting a Preliminary Plat application to the City, the Developer shall request and attend a pre-application conference, pursuant to Existing Land Use Regulations, allowing for the discussion and consideration of, but not limited to, any required application materials, impact studies or analysis, anticipated development disruptions, or general development concurrency.
- C. Developer shall extend or install any required off-site improvements, agreeable to both Parties, in accordance with Existing Land Use Regulations, and as outlined within this Agreement.
- D. Developer shall dedicate any or all water rights to the City of Mattawa as a condition of the Preliminary Plat approval, pursuant to Existing Land Use Regulations.
- E. Developer agrees to a dedication schedule as outlined within this Agreement.
- F. Immediately following the pre-application meeting the City shall furnish Developer a proposed schedule with the anticipated availabilities for service connections, allowing Developer to properly plan for submittal of each individual phased Final Plat.
- G. Upon completion of the preceding phase, the City shall immediately notify Developer of their capacity to service the next phase of lots. If no immediate notification is provided, Developer shall be afforded the option to proceed as desired with the submittal of Final Plat for the next phase of the Project. Should the City provide notice that requested

connections are unavailable, a detailed timeline for availability shall be provided within fourteen (14) consecutive days of request from Developer.

- H. The City and Developer agree that there is no limitation on the period of time that may elapse between phases provided that all improvements within the prior phase have been properly satisfied.

Section 20.

Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands in accordance with the following schedule:

- A. Road Right-Of-Way, as contained within applicable phase, shall be dedicated to the City prior to or at approval of Final Plat of said phase at no expense to the City.
Open Space and Recreation shall be dedicated in accordance with Section 13 of this Agreement.

Section 21. Default.

- A. With exception to extensions of time by mutual consent in writing, or as otherwise provided by this Agreement, failure or delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the non-defaulting Party alleging such default or breach shall give the other Party not less than thirty (30) consecutive days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During the thirty (30) day notice period, the alleged defaulting Party charged shall not be considered in default for purposes of termination or institution of legal proceedings. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief, and specific performance. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all pre-trial, trial, appeal, and alternative dispute resolution levels.
- B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the non-defaulting Party may, at its option, institute legal proceedings against the defaulting Party. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Mattawa Municipal Code for violations of this Agreement and the municipal code, in force and effective on the date of this Agreement.

Section 22. Termination. This Agreement shall expire and/or terminate as provided below:

Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

- A. This Agreement shall terminate upon the expiration of the term identified in Section 9 or when the Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any nonresidential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

Section 23. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property, or any portion thereof, shall not affect any of the Developer's obligations to comply with the land use entitlements approved with respect to the Property, or any other conditions of the development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 24. Effects upon Termination on City Obligations. Upon any termination of this Agreement as to the Developer of the Property, or any portion thereof, the approved land use entitlements, conditions of development, or limitations on fees shall be vested. Any land use entitlements and processes not approved prior to termination of this Agreement shall not be vested to any regulations or provisions set forth or contemplated in this Agreement.

Section 25. Assignment and Assumption. Developer or Owner, whichever party is the fee title of the Property, shall have the right to sell, assign, or transfer this Agreement with all its rights, title, and interest therein to any person, firm, or corporation at the time during the term of this Agreement subject to the prior written approval of the City which shall not be unreasonably withheld. Developer or Owner shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Property, at least 30 days in advance of such action. Any building permit submitted to the City for any individual residential lot shall be deemed sufficient notice for intent to construct and sell.

Section 26. Covenants Running with the Land.

The terms, conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the Parties and their successors, assigns, and legal representatives. The Owner, Developer, and every purchaser, assignee, or transferee of an interest in the Property, or any portion thereof shall be obligated and bound by the terms and conditions of this Agreement and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations

of the Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned, or transferred to it.

Section 27. Amendment to Agreement; Effect of Agreement on Future Actions.

This Agreement may be amended by mutual written consent of all of the Parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, if acting pursuant to a serious threat to public health and safety, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations affecting the Property during the term of this Agreement. Nothing in this Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations relating to the Property through the termination date set forth by Section 9, but any application of such amendments to the Project is subject to the terms and limitations set forth in this Agreement.

Section 28. Releases. Developer may release itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 29. Indemnification. The Owner acknowledges that appeals or other actions outside the City's control may occur concerning the Property. The Owner specifically agrees to hold the City harmless from any claims, injuries, suits, losses or damages arising out of or in connection with City compliance with any orders or required comprehensive plan changes related to such actions outside the City's control.

Section 30. Notices. Notices, demands, or correspondence to the Parties shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the Parties as designated below. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The Parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

- A. City Notice Address: City of Mattawa, Attn: Mayor and City Attorney, 521 Government Road, Mattawa, WA 99349
- B. Developer Notice Address: CAD Homes, LLC, 151 S. Hamilton Road, Moses Lake, WA 98837
- C. Owner Notice Address: The Heirs and Devisees of Ivan Bodrero, deceased, c/o Rex Bodrero, 15412 Road 3 SW, Quincy, WA 98848.

Section 31. Reimbursements.

- A. **Reimbursement of the Developer.** Any reimbursement outlined by applicable sections of this Agreement shall be paid to the Developer within ninety (90) consecutive days of completion subject to the acceptance of City Council.
- B. **Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees, and reasonable staff and consultant costs not otherwise included within application fees. This Development Agreement shall not take effect until the fees provided for in this Section, as well as any processing fees owed to the City for applicable phases of the development, are paid in full to the City. Upon payment of all expenses, the Developer may request written acknowledgment of all fees.

Section 32. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. Venue for any action shall lie in Grant County Superior Court or the U.S. District Court for the Eastern Washington.

Section 33. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Owner. In such event, Developer and/or Owner shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Owner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 34. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof.

Section 35. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Section 36. Integration. This Agreement and its exhibits contain all terms of the Agreement between the Parties. No other writings, communication, or representations are part of this Agreement unless as otherwise expressed herein.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Development Agreement to be executed as of the dates set forth below:


DEVELOPER

CITY OF MATTAWA

By 

CAD Homes, LLC

Drew Scott, Member

By 

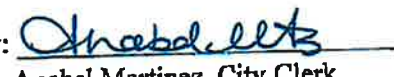
Maria Maggie Celaya, Mayor

OWNER

ATTEST:

By: 

The Estate of Ivan Dean Bodrero
Rex Bodrero, Legal Representative

By: 

Anabel Martinez, City Clerk

APPROVED AS TO FORM:

By 

Katherine L. Kenison, City Attorney

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MATTAWA
AND CAD HOMES, LLC
FOR THE ANNEXATION AND ZONING OF THE BODRERO ESTATES
DEVELOPMENT

EXHIBIT C

"Proposed Development Phasing and Schedule"

I. PROPOSED PHASING APPROACH

- a. PHASE I ("Phase 1")
 - i. Phase 1 will allow the creation of roughly 18-20 residential lots with ultimate purpose for the construction and sale of single and two-family dwelling units consistent with this Agreement. This phase includes full-width on-site improvements to service all residential lots contained within Phase 1, in addition to any half-width improvements for the northerly connection of N Williams Avenue and N Ellice Avenue, as provided in accordance with provisions of this Agreement. Phase 1 to also define the boundary for Reserved Property as outlined within Section 13.
- b. PHASE II ("Phase 2")
 - i. Phase 2 will allow the creation of roughly 18-20 residential lots with ultimate purpose for the construction and sale of single and two-family dwelling units consistent with this Agreement. This phase includes full-width on-site improvements to service all residential lots contained within Phase 2.
- c. PHASE III ("Phase 3")
 - i. Phase 3 will allow the creation of roughly 18-20 residential lots with ultimate purpose for the construction and sale of single and two-family dwelling units consistent with this Agreement. This phase includes full-width on-site improvements to service all residential lots within Phase 3, in addition to the dedication of 2.025 acres of real property to be dedicated prior to or at approval of final plat for Phase 3. Additionally specified within Section 13, accommodations for pedestrian circulation shall also be solidified prior to or at approval of final plat for this phase.
- d. PHASE IV ("Phase 4")
 - i. Phase 4 will allow the creation of roughly 18-20 residential lots with ultimate purpose for the construction and sale of single and two-family dwelling units consistent with this Agreement. This phase includes full-width on-site improvements to service all residential lots within Phase 4.
- e. PHASE V ("Phase 5")
 - i. Phase 5 will allow the creation of roughly 18-20 residential lots with ultimate purpose for the construction and sale of single and two-family dwelling units consistent with this Agreement. This phase includes full-width on-site improvements to service all residential lots within Phase 5.

II. PHASING DETAILS

- a. GENERAL

- i. As outlined by the Agreement, studies to include providing a traffic memo prior to approval of the Agreement and Annexation, in addition to a Cultural Resource Survey, Geotechnical Investigation, and boundary survey to be provided prior to or concurrent with preliminary subdivision applications, but no later than six (6) months after the Effective Date.
- ii. Any impact fees, on or off-site improvements, dedications or other applicable phasing provisions have been provided within the Agreement.
- iii. Developer shall provide a final conceptual plan showing location of future homes, phasing plan, location of park and walkways, streets, water, sanitary sewer, and other public improvements within one (1) year after the Effective Date.

b. APPROVALS

i. Preliminary

1. The Developer and City have agreed that preliminarily major subdivision applications and associated application materials for the first five (5) phases of the Project will be submitted with the ultimate intention of achieving the following:
 - a. Affordable single and two-family housing options for purpose of sale within the City of Mattawa.
 - b. Preliminary subdivision approval to include overall phasing and traffic circulation details in support of maximizing density for roughly 2/3 of the Property.
 - c. Boundary determination of the Reserved Property for future development.
 - d. Developer support for traffic circulation improvements to Priest Rapids Drive at the immediate connections of N Williams Avenue and N Ellice Avenue in accordance with the Agreement.

2. Final

- a. The Developer and City have agreed that five (5) phased final major subdivision applications and associated application materials will be submitted on an individual per phase basis allowing on-site improvements and the final lot procurements for roughly 18-20 single and two-family residential lots. It is acknowledged by all Parties that the final plat for Phase 1 will be submitted immediately following the preliminary major subdivision approval and satisfaction of associated site improvements.

c. SCHEDULE

- i. The Developer and City have agreed to a phasing schedule consistent with the term and provisions of this Agreement, the feasibility as determined by the Developer, and as utility connections are available and as outlined by Section 19.

d. PHASING EXHIBIT

- i. The phasing is proposed in the chronological order as follows:

