

Appendix S

Proposed Public Amenities

Draft Brinnon MPR Zoning Code and Proposed Zoning Map

Draft Development Agreement

Proposed Public Amenities

Pleasant Harbor Marina and Golf Resort
Proposed amenities (1) and Conditions for Public Access (2)

Proposed Amenity	Location	Size	Intended Use/Function/ Service	Conditions for Public Access
GOLF COURSE AND RELATED FEATURES				
18 Hole Golf Course	MPR Black Point Property	220 acres	Private and public Recreation	Public booking available daily, scheduled at least one day in advance
Putting Green	Golf Course/Golf Resort south of Terrace 1 Bldg.	+/- 10,000 SF; would accommodate 10 golfers	Private and Public recreation	Available with tee times
Driving Range	Golf Course/Golf Resort south of Terrace 1 Bldg.	300 yards; would accommodate +/- 20 golfers at a time	Private and public recreation	Available with tee times and lessons
Pro Shop	Within Terrace 1 Bldg.	2,484 SF	Retail supplies to golfers	Available to the public
Drop off and Pickup Area	Near the Pro-shop, by the Golf Course Starter's Check-in		Area for golfers to drop off and pick up clubs	Available to all golfers
GOLF RESORT AMENITIES OTHER THAN THE GOLF COURSE				
Conference Center and Meeting Rooms	Golf Course/Golf Resort Terrace 1 Building	9,200 SF	Four meeting rooms separated by dividers to accommodate 100 people each, expandable to accommodate 400 people	Public bookings available
Restaurant and Lounge	Terrace 1 Building	5,800 SF	Eating and drinking establishment	Public and private; reservations preferred
Exercise Center	Terrace 1 Building	2,700 SF	Recreation, fitness	Residents and guests only
Spa and Medical Center	Terrace 1 Building	9,700 SF	Massage Therapy, rejuvenation Guest medical services	Open to the public by appointment Public appointments available; priority given to residents and guests
Beauty Salon	Included within the spa	310 SF	Hair and nail services	Public appointments available

Pleasant Harbor Marina and Golf Resort
Proposed amenities (1) and Conditions for Public Access (2)

Wedding Chapel	Terrace 1 Building	1,800 SF	Wedding events and place of worship	Public bookings available
Amphitheater	South of the 13.5 acre reservoir/driving range	100 feet in diameter, to be an open-air facility built into the grade; would accommodate +/- 200 people	Entertainment and music festivals, indigenous presentations. Portable seating for special events.	Available for both private and public special events
Swimming Pool (1)	Adjacent to Golf Course/Golf Resort Terrace 1	+/- 2,800 SF	Recreation, exercise	Public bookings available
Tennis Courts (2)	Adjacent to Terrace 1 Bldg	Standard: 1,200 SF (20 x 60 feet)	Recreation, exercise	Not applicable; private for use by residents and guests
Hot Tub	With the swimming pool	6 person	Recreation, exercise	Not applicable; private for use by residents and guests
Bocce Ball	Adjacent to Terrace 1 Bldg	1,100 SF 2 to 6 people per match	Recreation, exercise	Not applicable; private for use by residents and guests
Billiard and Games Room	Terrace 1 Building	1,300 SF	Recreation, exercise	Not applicable; private for use by residents and guests
Fire Pit	Adjacent to Hole 10	Seating for 16	Group gathering area	Not applicable; private for use by residents and guests
Conservation Easement	South bank of Golf Course/Golf Resort	235 feet landward of the Ordinary High Water Mark (OHWM)	Steep slope, riparian, and habitat corridor easement	Not applicable; private for use by residents and guests
Pedestrian Trails	Includes Golf Course pathways and pedestrian only pathways	3.5 miles	Recreation, exercise	Available for public use
Bicycle Trails	Bicycles can be ridden on the road network within the Resort	+/- 2 miles	Recreation, exercise	Bicycles may be rented to the public
MARITIME VILLAGE				
New structure, 2 storeys at the front, 3 storeys at the rear	At the intersection of Black Point Road with U.S. Highway 101	16,650 SF commercial, and 42 residential units	Yacht Club, real estate and office, other commercial/retail uses	Available to the public; a “condo-tel” for short-term stay, and retail services
Transit Stop	At the intersection of Black Point Road with U.S. Highway 101	+/- 60 parking stalls	parking for slip owners, guests, resort visitors also for transit center users	Short-term parking available to the public for transit park and ride

Pleasant Harbor Marina and Golf Resort
Proposed amenities (1) and Conditions for Public Access (2)

Electric Shuttle Service	From Marina upland to Maritime Village, and from on-site parking to the head of docks	+/- 2.5 miles	Transportation in lieu of private vehicles	To provide public and private access and egress between the Marina and Maritime Village parking area
Pedestrian Trails	To meander through re-vegetated and landscaped areas of the Maritime Village area of the site	+/- 0.75 mile	Recreation, exercise	Public and Private use

- 1 “Amenities” are defined by the Jefferson County Department of Community Development as those things that would attract visitors and enhance the experience of the resort – basically, everything that is not residential or operational in nature (email communication from David Wayne Johnson, DCD Associate Planner, December 8, 2010)
- 2 Jefferson County Ordinance No. 01-0128-08, Condition 63.3, requires a list of proposed amenities to be provided within the Master Planned Resort; clarification which of these amenities will be private for use by resort visitors only and which will be public; and a description of conditions for public access.

**Draft Brinnon MPR Zoning Code and Proposed
Zoning Map**

PLEASANT HARBOR MASTER PLANNED RESORT

Title 17 MASTER PLANNED RESORTS

Title 17, Article I, Port Ludlow MPR

Chapters 17.05-17.50

No change

Title 17, Article II, Pleasant Harbor MPR (17.60-17.80)

Chapter 17.60, General Provisions

17.60.010 Authority.

This title is adopted pursuant to Chapters 36.70 and 36.70A RCW, and Title 18 JCC.

17.60.020 Title.

The regulations set forth in this title shall be known as the “Pleasant Harbor Master Planned Resort Code” or by the short title “Pleasant Harbor MPR Code.” Citations to these regulations may be made using the applicable JCC section number.

17.60.030 Purpose and intent.

The purpose and intent of the Pleasant Harbor MPR code is to set forth development regulations that comply with and are consistent with the Jefferson County Comprehensive Plan for future development within the boundaries of the Pleasant Harbor Marina and Golf Resort Master Planned Resort.

17.60.040 Additional requirements.

Title 15 and Title 18 of the Jefferson County may supplement the regulations presented in this Article in accordance with the terms and conditions of the Development Agreement entered into between Jefferson County and Pleasant Harbor Marina and Golf Resort, LLP.

17.60.050 Applicability.

The provisions of this title shall apply to all land, all associated water areas and all uses and structures within the boundary of the Pleasant Harbor Master Planned Resort as depicted on the official land use map for Jefferson County, Washington.

17.60.060 Exemptions.

The following structures and uses shall be exempt from the regulations of this title, but are subject to all other applicable local, state and federal regulations including, but not limited to, the county building ordinance, interim critical areas ordinance, the shoreline management master program, and the State Environmental Policy Act (SEPA).

(1) Wires, cables, conduits, vaults, pipes, mains, valves, tanks, or other similar equipment for the distribution to consumers of telephone or other communications, electricity, gas, or water or the collection of sewage, or surface or subsurface water operated or maintained by a governmental entity or a public or private utility or other county franchised utilities including customary meter pedestals, telephone pedestals, distribution transformers and temporary utility facilities required during building construction, whether any such facility is located underground, or above-ground; but only when such facilities are located in a street right-of-way or in an easement. This exemption shall not include above-ground electrical substations, sewage pump stations or treatment plants, or potable water storage tanks or facilities, which shall require conditional use approval in any zone where permitted;

(2) Underground utility equipment, mailboxes, bus shelters, informational kiosks, public bicycle shelters, or similar structure or device which is found by the director of community development to be appropriately located in the public interest;

(3) Minor construction activities, as defined by the IBC, Section 106.2 and structures exempt under Chapter 15.05 JCC, as amended;

(4) Stormwater detention facilities associated with and accessory to new development are permitted in all zones. Any above-ground detention facility or pond shall be screened from the public right-of-way or appropriately landscaped to ensure compatibility with the surrounding area.

(5) Development consistent with a Binding Site Plan approved by the County prior to adoption of this chapter.

17.60.110 Preexisting uses and structures.

Existing legal residential and non residential land uses and structures in all zones of the Master Planned Resort are lawful uses and may be continued in a manner consistent with state law, Titles 15 and 18 of the Jefferson County Code and any other applicable regulations or Ordinances.

17.60.120 Provisions binding on the land.

The provisions of this section shall apply to any subsequent owners, lessees, tenants or others with an interest in the property subject to the master planned resort (or any portion or parcel thereof), including but not limited to successors in interest, holders of any recorded interest recorded subsequent to the MPR approval, community associations, facility providers and special service districts operating within the MPR area.

Chapter 17.65, Golf Resort (MPR-GR)

17.65.010 Purpose.

The MPR-GR zone provides residential and recreational facilities, as well as commercial amenities and services associated with the resort and surrounding community. It provides the central resort and conference facilities.

17.65.020 Permitted Uses.

(1) Residential uses including single-family and multifamily structures, condominiums, townhouses, apartments, lofts, villas, time-share and fractionally owned accommodations of all kinds.

- (2) Short-term visitor accommodations, constituting not less than 65% of the total residential units authorized by Ordinance #01-0128-08, including, but not limited to hotels, motels, lodges, and any residential uses allowed under subsection 1 of this section that is made available for short-term rental.
- (3) Visitor oriented amenities, including, but not limited to (a) conference and meeting facilities; (b) restaurants, cafes, delicatessens, pubs, taverns and entertainment associate with such uses; (c) on-site retail services and businesses typically found in destination resorts and designed to serve the convenience needs of users and employees of master planned resort; and (d) recreation business and facilities;
- (4) Cultural and educational facilities of all kinds including, but not limited to, art galleries, and indoor or outdoor theaters;
- (5) Indoor and outdoor resort-related recreational facilities, including but not limited to golf courses (including accessory structures and facilities, such as clubhouses, practice facilities, and maintenance facilities), tennis courts, swimming pools, spa services, hiking trails, bicycle paths, ropes courses, amphitheater, and other recreational uses consistent with the nature of master planned resort;
- (6) Waste water treatment facilities, including treatment plants, capture, storage and transmission facilities to serve a reuse/recycle program for on-site treatment and use/reuse of waste water and stormwater;
- (7) Public water supply and related facilities;
- (8) Public facilities and services as defined in JCC 18.10.160;
- (9) Utilities supporting the resort;
- (10) Emergency services (fire, police, EMS);
- (11) Medical services; and
- (12) Other similar uses consistent with the purpose of this zone and MPR as determined by the Department of Community Development.

17.65.030 Height restrictions.

No buildings within the MPR-GR zone shall be erected, enlarged or structurally modified to exceed 80 feet in height as measured by IBC standards. Underground or imbedded parking shall not be included in any height calculations.

17.65.040 Bulk and density requirements.

There are no yard or setback provisions internal to the MPR-GR zone. All structures shall be set back at least 20 feet from Master Planned Resort boundary lines and adjacent MPR zones. Minimum building setback from State Route 101 is 50 feet.

Chapter 17.70, Open Space Reserve (MPR-OSR)

17.70.010 Purpose.

The purpose of the MPR-OSR zone is to provide a natural buffer between the resort activities and the waters of Hood Canal. The MPR-OSR zones shall extend landward 200 feet from OMHW of Hood Canal as measured under the Shoreline Management Act (Chapter 90.58 RCW) or 25 feet from the top of the bank as measured under Chapter 18.22 JCC, whichever is greater.

17.70.020 Permitted uses.

The following uses are permitted in the MPR-OSR zone:

- (1) Restoration of existing development intrusions (roads, campsites) to their natural pre-development state; and
- (2) Passive recreation that does not reduce the forest canopy, increase stormwater discharge or bluff erosion.
- (3) Those uses consistent with the Shoreline Master Program JCC 18.25

Chapter 17.75, Marina Village (MPR-MV)

17.75.010 Purpose.

The MPR-MV zone provides mixed use amenities and services associated with the marina portion of the resort and surrounding community, and provides the central support to the marina operations.

17.75.020 Permitted uses.

The following uses are permitted in the MPR-MV:

- (1) Marina and overwater structures as approved through the Jefferson County Shoreline Master Program and associated regulations Chapter 18.25 JCC;
- (2) Residential uses including single-family and multifamily structures, condominiums, time-share and fractionally owned accommodations of all kinds;
- (3) Marina Village related upland mixed use, commercial and service facilities, including open parking lots, restaurants and shops, as well as marine service facilities, marina office, yacht club and recreation facilities serving the resort and the Marina;
- (4) Accessory uses and structures, such as garages, carports, storage buildings and similar structures supporting marina and maritime village uses, fuel service and parking;
- (5) Indoor and outdoor resort-related recreational facilities, including but not limited to tennis courts, swimming pools, marinas, hiking trails, bicycle paths, ropes courses, game center and other recreational uses consistent with the nature of master planned resort.;
- (6) Utilities supporting the resort;
- (7) Infrastructure and buildings, both above and below ground, for the utilities;
- (8) Emergency services (fire, police, EMS);
- (9) Public facilities, and services serving the MPR-MV zone;
- (10) Medical services; and
- (10) Other similar uses consistent with the purpose of the this zone and MPR as determined by the Department of Community Development.

17.75.030 Height restrictions.

No buildings within the MPR-MV zone shall be erected, enlarged or structurally modified to exceed 35 feet in height as measured by IBC standards. Underground or imbedded parking shall not be included in any height calculations.

17.75.040 Bulk and density requirements.

There are no yard or setback provisions internal to the MPR-MV zone. All new structures located within shoreline jurisdiction shall comply with the setback requirements of the County's Shoreline Master Program as codified at Ch. 18.27 JCC

Chapter 17.80, Pleasant Harbor Resort Development

17.80.010 Resort development.

This section describes the “Resort Plan” for facilities to be located in the resort MPR, sets out a required environmental review process for any future resort development, and provides processes for reviewing major or minor revisions to the Resort Plan. These provisions apply to all resort and associated development within the Pleasant Harbor MPR.

17.80.020 Development cap.

The Pleasant Harbor MPR in total shall have a development cap of 890 residential units provided, however, short term visitor accommodation units shall constitute not less than than 65 percent of the total units. The Pleasant Harbor MPR in total shall have a development cap of 70,000 square feet of resort commercial, retail, restaurant and conference space, not including lobbies and internal open space.

17.80.030 Resort Plan

The Resort Plan for future development of properties in the Pleasant Harbor MPR means the regulations, requirements, densities and uses established in the Development Agreement between the County and Pleasant Harbor Marina and Golf Resort, LLP **dated [] and approved by Ordinance No. []** and as reviewed includes up to 890 residential units, approximately 70,000 square feet of commercial space, as well as infrastructure necessary to service the development.

17.80.040 Permit process for resort development.

(1) A project-level supplemental environmental impact statement (SEIS) analyzing development under the Resort Plan is required prior to issuance of building permits for any new resort development. The applicant may choose to develop a new environmental impact statement rather than a supplement.

(2) Notice of application for environmental review of the Resort Plan shall be provided to all persons or agencies entitled to notice pursuant to the land use procedures of JCC Title 18.

(3) Actual building permit plans or construction drawings are not required during the SEIS process. Architectural drawings including a detailed site plan, and architectural sketches or drawings showing approximate elevations, sections, and floor plans are required, however, to ensure that the SEIS considers project-level details.

(4) The department of community development may impose mitigating conditions or issue a denial of some or all of the Resort Plan based on the environmental review and using authority provided pursuant to the State Environmental Policy Act, Chapter 43.21C RCW. Article X of Chapter 18.40 JCC shall be applicable to the permit process for resort development.

(5) Following completion of the SEIS building permits may be issued, following appropriate plan review, for projects analyzed in the SEIS.

(6) Actual resort development may be undertaken in phases, but only following completion of review and approval of a full resort buildout plan through the SEIS process. A phasing schedule may be proposed as part of the environmental review or may be developed at a later date.

17.80.050 Environmental review for Resort Plan development.

(1) All project level applications will be given an automatic SEPA threshold Determination of Significance except where the SEPA-responsible official determines that the application results in only minor construction. A EIS or SEIS is not required if existing environmental documents adequately address environmental conditions as set forth in RCW 43.21C.034.

(2) The scope of an SEIS prepared under this section shall address environmental issues identified in the Programmatic FEIS issued November 2007, together with such additional requirements as a project specific application may raise. The scope shall not change the standards of approval, however, as set forth in the development agreement and these development regulations.

(3) The utility element of any subsequent phase environmental review pertaining to the Pleasant Harbor MPR shall review information on all affected utility systems, including sewer and water systems and the results of required monitoring. The effectiveness of such monitoring shall be evaluated. Supplements or changes to the monitoring and reporting systems shall be considered if necessary to ensure that water quality and water supply are adequately protected and impacts to natural resources minimized.

(4) Any preliminary scope for future development within the Pleasant Harbor MPR is based on the described Resort Plan. Other elements, issues, and specific levels of detail may be included based on information available at the time the Resort Plan development application is submitted. Elements noted above may be combined in the EIS analysis to reduce duplication and narrow the focus on potentially significant adverse environmental impacts.

17.80.060 Revisions to Resort Plan.

(1) Any proposed enlargement to the Pleasant Harbor MPR boundary or zone changes within the MPR shall require a Comprehensive Plan amendment and related zoning action. Such changes are outside the scope of the revision processes described below and in JCC 17.80.070 and 17.80.080. The County may approve an amendment to the Comprehensive Plan only if all requirements of the Growth Management Act (Chapter 36.70A RCW) are fulfilled.

(2) The County shall accept building permits only for projects included in and consistent with the Resort Plan. A revision to the existing Resort Plan shall be submitted to the county for approval prior to the acceptance of any proposal that is inconsistent with the Resort Plans set forth in this title. Upon approval of a revision, all subsequent development proposals shall be consistent with the revised Resort Plan and development regulations.

(3) Proposed revisions to the Resort Plan shall be submitted to the department of community development and the DCD director will determine whether the proposal constitutes a major or minor revision. Upon making a determination, the proposed revision shall follow the appropriate process for plan revisions as outlined in JCC 17.80.060 and 17.80.070.

17.80.070 Minor revisions.

(1) Minor Revisions. The county recognizes that the Resort Plan may require minor changes to facilities and services in response to changing conditions or market demand and that some degree of flexibility for the resort is needed. Minor revisions are those that do not result in a substantial change to the intent or purpose of the Resort Plan in effect. A change that satisfies the following criteria shall be deemed a minor revision for purposes of this chapter:

- (a) Involve no more than a ten (10) percent increase in the overall gross square footage of the Resort Plan;
- (b) Will not have a significantly greater impact on the environment and/or facilities than that addressed in the development plan;
- (c) Do not alter the boundaries of the approved plan;
- (d) Do not propose new uses or uses that modify the recreational nature and intent of the resort.

A change to the Resort Plan may still qualify as a minor revision under this section despite its failure to satisfy one or more of the conditions (a) through (d) of this section.

(2) Minor Revision Process. Applications for minor revisions shall be submitted to, and reviewed by the Jefferson County department of community development to determine if the revisions are consistent with the existing Resort Plan and Resort Plan SEIS, the Jefferson County Comprehensive Plan and other pertinent documents. Those proposals that satisfy the above-referenced criteria shall be deemed a minor plan revision and may be administratively approved (as a Type II decision under the land use procedures of JCC Title 18, Unified Development Code) by the director of the department of community development. Public notice of the application, the written decision, and appeal opportunities shall be provided to all persons or agencies as required by the land use procedures of JCC Title 18, Unified Development Code. Those revisions that do not comply with the provisions contained within this section shall be deemed a major revision, subject to the provisions outlined in JCC 17.80.080.

17.80.80 Major revisions.

Revisions to the Resort Plan that will result in a substantial change to the resort including: changes in use, increase in the intensity of use, or in the size, scale, or density of development; or changes which may have a substantial impact on the environment beyond those reviewed in previous environmental documents, are considered to be major revisions and will require application for a revised Resort Plan.

(1) Application for a Major Revision to the Resort Plan. An application shall be prepared describing the proposed revision in relation to the approved Resort Plan and providing a framework for review, analysis and mitigation of the revised development activity proposed. The Resort Plan revision proposal shall include the following information:

- (a) A description of how the revised Resort Plan would further the goals and policies set forth in the Comprehensive Plan;
- (b) A description of how the Resort Plan revision complements the existing resort facilities of the MPR;
- (c) A description of the design and functional features of the Resort Plan revision, setting out how the revision provides for unified development, integrated site design and protection of natural amenities;
- (d) A listing of proposed additional uses and/or proposed changes to density and intensity of uses within the resort, and a discussion of how these changes meet the needs of residents of the Pleasant Harbor MPR and patrons of the resort;
- (e) A description and analysis of the environmental impacts associated with the proposed revision, including an analysis of the cumulative impacts of both the proposed revision and the approved Resort Plan, and their effects on surrounding properties and/or public facilities;

(f) A description of how the proposed Resort Plan revision is integrated with the overall Pleasant Harbor MPR and any features, such as connections to trail systems, natural systems or greenbelts, that have been established to retain and enhance the character of the resort and the overall MPR;

(g) A description of the intended phasing of development projects;

(h) Maps, drawings, illustrations, or other materials necessary to assist in understanding and visualizing the design and use of the completed proposed development, its facilities and services, and the protection of critical areas;

(i) A calculation of estimated new demands on capital facilities and services and their relationship to the existing resort and MPR demands, including but not limited to transportation, water, sewer and stormwater facilities; and a demonstration that sufficient facilities and services to support the development are available or will be available at the time development permits are applied for.

(2) Major Revision Process. Major revisions shall be processed as a hearing examiner decision (Type III), with a required public hearing prior to the decision. Public notice of the application, the written decision, and appeal opportunities shall be provided to all persons on the Pleasant Harbor MPR roster (see JCC 17.60.070) and such other persons or agencies as required by the land use procedures of JCC Title 18, Unified Development Code. Any proposed major revision involving a change to the boundaries of the MPR zone shall require a Comprehensive Plan amendment (a Type V county commissioners decision) prior to any decision on the Resort Plan amendment.

(3) Decision Criteria. The hearing examiner may approve a major revision to the Resort Plan only if all the following criteria are met:

(a) The proposed revision would further the goals and policies set forth in the Comprehensive Plan;

(b) No unmitigated probable significant adverse environmental impacts would be created by the proposed revision;

(c) The revision is consistent with all applicable development regulations, including those established for critical areas;

(d) On-site and off-site infrastructure (including but not limited to water, sewer, storm water and transportation facilities) impacts have been fully considered and mitigated;

(e) The proposed revision complements the existing resort facilities, meets the needs of residents and patrons, and provides for unified development, integrated site design, and protection of natural amenities.

Title 18
UNIFIED DEVELOPMENT CODE

Chapter 18.15
Land Use Districts

18.15.025 Master planned resort.

Per RCW 36.70A.360, a new master planned resort means a self-contained and fully integrated development with primary focus on resort destination facilities that includes short-term visitor accommodations associated with a range of indoor and outdoor recreational facilities within the property boundaries in a setting of significant natural amenities. A resort may include other residential uses, but only if the residential uses are integrated into and support the on-site recreational nature of the resort.

(1) Port Ludlow. Port Ludlow Master Planned Resort (MPR). The ~~first only~~ existing officially designated master planned resort in the county is the Port Ludlow MPR, which is designated in accordance with RCW 36.70A.362 as an existing master planned resort and is subject to the provisions of JCC Title 17. The master planned resort of Port Ludlow is characterized by both single-family and multifamily residential units with attendant recreational facilities including a marina, resort and convention center. The master planned resort of Port Ludlow also includes a large residential community. The entire resort is served by a village commercial center, which accommodates uses limited to serving the resort and local population. The master planned resort's internal regulations and planning restrictions such as codes, covenants and restrictions may be more restrictive than the requirements in JCC Title 17. However, Jefferson County does not enforce private codes, covenants and restrictions.

(2) Pleasant Harbor Marina and Golf Resort. Pleasant Harbor Marina and Golf Resort is the second officially designated master planned resort in the County. The Pleasant Harbor MPR is designated in accordance with RCW 36.70A.360 as a new master planned resort and is subject to the provisions of JCC Title 17. The Pleasant Harbor MPR is characterized by a golf course resort facility south of Black Point Road and a marina/Maritime Village and associated housing north of Black Point Road. The resort is predominately designed to serve resort and recreation uses and has only limited full-time occupancy. The resort is served by the Brinnon Rural Center, which accommodates LAMIRD-scale commercial uses serving the resort and local population. The master planned resort's internal regulations and planning restrictions such as codes, covenants and restrictions may be more restrictive than the requirements in JCC Title 17. However, Jefferson County does not enforce private codes, covenants and restrictions.

18.15.115 Designation.

"Master planned resort" (MPR) is a land use designation established under the Comprehensive Plan. The ~~only existing~~ officially designated master planned resorts in the county ~~are~~ the Port Ludlow MPR and the Pleasant Harbor MPR, provisions for which are codified in JCC Title 17. The Port Ludlow MPR is adopted pursuant to RCW 36.70A.362 regarding designation of existing master planned resorts. Pleasant Harbor MPR is adopted pursuant to RCW 36.70A.360 pertaining to new Master Planned Resorts. Designation of any new master planned resorts pursuant to RCW 36.70A.360 requires compliance with the provisions of this article and a formal site-specific amendment to the Comprehensive Plan Land Use Map subject to the findings required by JCC 18.45.080.

18.15.120 Purpose and intent.

Jefferson County has a wide range of natural features, including climate, vegetation, water, natural resources, scenic qualities, cultural, and geological features, which are desirable for a wide range of recreational users to enjoy. New master planned resorts authorized by RCW 36.70A.360 offer an opportunity to utilize these special features for enjoyment and recreational use, while bringing significant economic diversification and benefits to rural communities. The purpose of this article is to establish a master planned resort land use district to be applied to those properties the board of county commissioners determines are appropriate for development as a master planned resort consistent with the Comprehensive Plan policies and RCW 36.70A.360.

18.15.123 Allowable uses.

The following uses may be allowed within a master planned resort classification authorized in compliance with RCW 36.70A.360:

- (1) All residential uses including single-family and multifamily structures, condominiums, time-share and fractionally owned accommodations; provided, such uses are integrated into and support the on-site recreational nature of the master planned resort.
- (2) Short-term visitor accommodations, including, but not limited to, hotels, motels, lodges, and other residential uses, that are made available for short-term rental; provided, that short-term visitor accommodations shall constitute no less than 65 percent of the total resort accommodation units.
- 3) Indoor and outdoor recreational facilities and uses, including, but not limited to, golf courses (including accessory structures and facilities, such as clubhouses, practice facilities, and maintenance facilities), tennis courts, swimming pools, marinas, hiking and nature trails, bicycle paths, equestrian facilities, sports complexes, and other recreational uses deemed to be consistent with the on-site recreational nature of the master planned resort.
- (4) Campgrounds and recreational vehicle (RV) sites.
- (5) Visitor-oriented amenities, including, but not limited to:
 - (a) Eating and drinking establishments;
 - (b) Meeting facilities;
 - (c) On-site retail businesses and services which are designed to serve the needs of the users such as gas stations, espresso stands, beauty salons and spas, gift shops, art galleries, food stores, real estate/property management offices; and
 - (d) Recreation-oriented businesses and facilities such as sporting goods and outdoor equipment rental and sales.
- (6) Cultural and educational facilities, including, but not limited to, interpretative centers and exhibits, indoor and outdoor theaters, and museums.
- (7) Capital facilities, utilities and services to the extent necessary to maintain and operate the master planned resort.
- (8) Temporary and/or permanent structures to serve as sales offices.
- (9) Any other similar uses deemed by the administrator to be consistent with the purpose and intent of this section, the Comprehensive Plan policies regarding master planned resorts, and RCW 36.70A.360.

18.15.126 Requirements for master planned resorts.

An applicant for an MPR project must meet the following requirements:

- (1) Master Plan. A master plan shall be prepared for the MPR to describe the project and provide a framework for project development and operation. This shall include:
 - (a) A description of the setting and natural amenities that the MPR is being situated to use and enjoy, and the particular natural and recreational features that will attract people to the area and resort.
 - (b) A description of the destination resort facilities of the MPR, including short-term visitor accommodations, on-site outdoor and indoor recreational facilities, off-site recreational opportunities offered or provided as part of the resort's services, and commercial and supportive services provided.
 - (c) A listing of the proposed allowable uses and maximum densities and intensities of use of the MPR and a discussion of how these uses and their distribution meet the needs of the resort and its users.
 - (d) A land use map or maps that depict the completed MPR development, showing the full extent and ultimate development of the MPR or resort and its facilities and services, including residential and nonresidential development types and location.
 - (e) A description, with supportive information and maps, of the design and functional features that provide for a unified development, superior site design and protection of natural amenities, and which further the goals and policies of the Comprehensive Plan. This shall address how landscaping, screening, and open space, recreational facilities, road and parking design, capital facilities, and other components are integrated into the project site.
 - (f) A description of the environmentally sensitive areas of the project and the measures that will be employed for their protection. For an MPR adjacent to the water and subject to the jurisdiction of the Shoreline Management Act, a description and supportive materials or maps indicating proposed public access to the shoreline area pursuant to the Shoreline Master Program.
 - (g) A description of how the MPR relates to surrounding properties, and how its design and arrangement minimize adverse impacts and promote compatibility among land uses within the development and adjacent to the development.
 - (h) A demonstration that sufficient facilities and service which may be necessary, appropriate, or desirable for the support of the development will be available, and that concurrency requirements of the Comprehensive Plan will be met.
 - (i) A description of the intended phasing of development of the project, if any. The initial application for an MPR shall provide sufficient detail for the phases such that the full intended scope and intensity of the development can be evaluated. This shall also discuss how the project will function at interim stages prior to completion of all phases of the project, and how the project may operate successfully and meet its environmental protection, concurrency, and other commitments should development cease before all phases are completed.
- (2) Development Agreement. A master planned resort shall require approval of a development agreement as authorized by Article XI of Chapter 18.40 JCC (Development Agreements), and RCW 36.70B.170 through 36.70B.210. Consistent with JCC 18.40.830(3) and RCW 36.70B.170, the development agreements shall be prepared by the applicant and must set forth the development standards applicable to the development of a specific master planned resort, which may include, but are not limited to:

- (a) Permitted uses, densities and intensities of uses, and building sizes;
 - (b) Phasing of development, if requested by the applicant;
 - (c) Procedures for review of site-specific development plans;
 - (d) Provisions for required open space, public access to shorelines (if applicable), visitor-oriented accommodations, short-term visitor accommodations, on-site recreational facilities, and on-site retail/commercial services;
 - (e) Mitigation measures imposed pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, and other development conditions; and
 - (f) Other development standards including those identified in JCC 18.40.840 and RCW 36.70B.170(3).
- (3) **Formal Site-Specific Comprehensive Plan Amendment.** A master planned resort shall require a site-specific amendment of the Comprehensive Plan Land Use Map to a master planned resort land use designation, pursuant to the requirements of JCC 18.45.040; provided, that the subarea planning process authorized under Article VII of Chapter 18.15 JCC (Subarea Plans) and JCC 18.45.030 may be used if deemed appropriate by both the applicant and the county. The Comprehensive Plan amendment or subarea plan may be processed by the county concurrent with the review of the resort master plan and development agreement required for approval of a master planned resort.
- (4) **Planned Actions.** If deemed appropriate by the applicant and the county, a master planned resort project may be designated by the county as a planned action pursuant to the provisions of RCW 43.21C.031 and WAC 197-11-164 and 197-11-168.
- (5) **Self-Contained Development.** All necessary supportive and accessory on-site urban-level commercial and other services should be contained within the boundaries of the MPR, and such services shall be oriented to serve the MPR. New urban or suburban development and land uses are prohibited outside the boundaries of a master planned resort, except in areas otherwise designated as urban growth areas in compliance with RCW 36.70A.110.

18.15.129 Application requirements and approval process.

New MPR applications shall be processed as Type V permits under this UDC, requiring legislative approval by the board of county commissioners and the following:

- (1) A draft of the master plan shall be prepared to meet the requirements of JCC 18.15.126(1).
- (2) A request for authorization of a development agreement, pursuant to the requirements of JCC 18.15.126(2) and Article XI of Chapter 18.40 JCC (Development Agreements).
- (3) A request for a site-specific Comprehensive Plan Land Use Map amendment necessary to meet the requirement of JCC 18.15.126(3) and 18.45.040. [Ord. 8-06 § 1]

18.15.132 Decision-making authority.

- (1) The planning commission, pursuant to its authority specified under JCC 18.40.040 and 18.45.080, shall hear and make recommendations on master plans and site-specific applications for MPR land use designations on the Comprehensive Plan Land Use Map.
- (2) The board of county commissioners, pursuant to its authority specified under JCC 18.40.040, 18.40.850(5) and 18.45.080, shall designate new master planned resort land use districts on the Comprehensive Plan Land Use Map, approve the uses, densities, conditions and standards authorized for site-specific MPRs in a development agreement, and approve master plans.

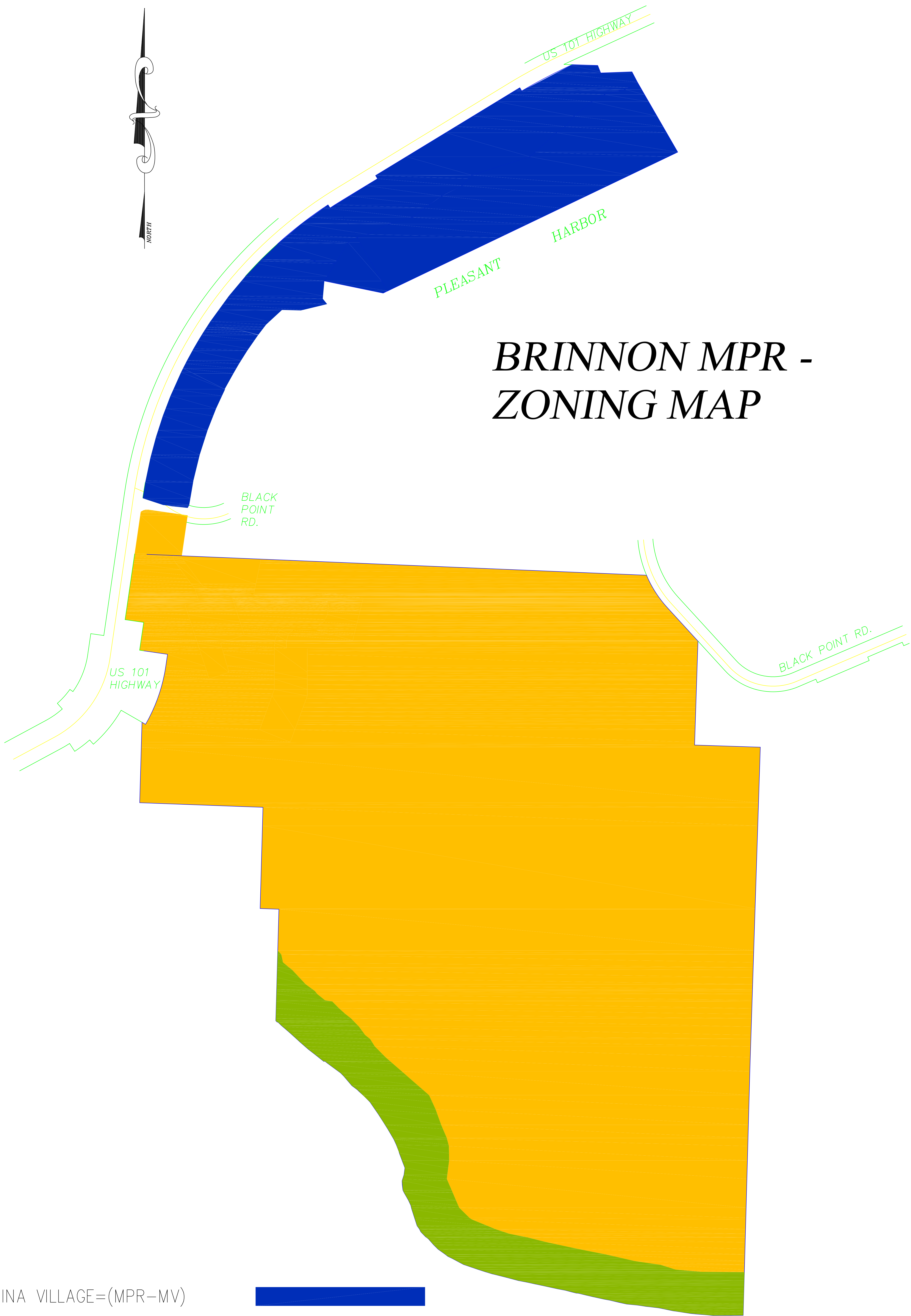
18.15.135 Criteria for approval.

An application to develop any parcel or parcels of land as an MPR may be approved, or approved with modifications, if it meets all of the criteria below. If no reasonable conditions or modifications can be imposed to ensure that the application meets these criteria, then the application shall be denied.

- (1) The master plan is consistent with the requirements of this article and Article VI-D of this chapter (Environmentally Sensitive Areas District (ESA)).
- (2) The MPR is consistent with the goals and policies of the Comprehensive Plan, the requirements of the Shoreline Master Program, and complies with all other applicable sections of this code and all other codes and policies of the county.
- (3) If an MPR will be phased, each phase contains adequate infrastructure, open space, recreational facilities, landscaping and all other conditions of the MPR sufficient to stand alone if no subsequent phases are developed.
- (4) The MPR will provide active recreational uses, adequate open space, and sufficient services such as transportation access, public safety, and social and health services, to adequately meet the needs of the guests and residents of the MPR.
- (5) The MPR will contain within the development all necessary supportive and accessory on-site urban-level commercial and other services, and such services shall be oriented to serve the MPR.
- (6) Environmental considerations are employed in the design, placement and screening of facilities and amenities so that all uses within the MPR are harmonious with each other, and in order to incorporate and retain, as much as feasible, the preservation of natural features, historic sites, and public views.
- (7) All on-site and off-site infrastructure and service impacts have been fully considered and mitigated.
- (8) Improvements and activities are located and designed in such a manner as to avoid or minimize adverse effects of the MPR on surrounding lands and property.
- (9) The master plan establishes location-specific standards to retain and enhance the character of the resort.
- (10) The land proposed for a master planned resort is better suited and has more long-term importance for the MPR than for the commercial harvesting of timber or production of agricultural products, and the MPR will not adversely affect adjacent agricultural or forest resource land production. [Ord. 8-06 § 1]

18.15.138 Port Ludlow Master Planned Resort.

The ~~Port Ludlow~~ Master Planned Resort Code (JCC Title 17), as may be amended to be consistent with the provisions of this UDC, is hereby adopted by reference and made a part of this UDC.



BRINNON MPR - ZONING MAP

MARINA VILLAGE=(MPR-MV)



GOLF RESORT (MPR-GR)



OPEN SPACE RESERVE (MPR-OSR)



HOOD CANAL

Draft Development Agreement

**DEVELOPMENT AGREEMENT BY AND BETWEEN
JEFFERSON COUNTY, WASHINGTON AND PLEASANT
HARBOR MARINA AND GOLF RESORT, LLP RELATING TO THE
DEVELOPMENT COMMONLY KNOWN AS THE
PLEASANT HARBOR MARINA AND GOLF
MASTER PLANNED RESORT**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2014, by and between PLEASANT HARBOR MARINA AND GOLF RESORT, LLP, a Washington limited liability partnership (referred to as “Developer”) and JEFFERSON COUNTY (the “County”), a municipal corporation under the laws of the State of Washington, pursuant to RCW 36.70B.170 -.210.

RECITALS

WHEREAS, Developer is the owner of real property consisting of approximately 256 acres located within Jefferson County which property is described with particularity in Exhibit 1 (“Developer’s Property”).

WHEREAS, the County approved Developer’s application to designate Developer’s Property as a master planned resort pursuant to RCW 36.70A.360 in the County Comprehensive Plan to allow for resort-related development including, but not limited to, a golf course and other on-site indoor and outdoor recreational amenities, conference center, resort-related commercial uses, long-term and short-term residential units not to exceed 890 units, and open space (“Pleasant Harbor MPR”).

WHEREAS, buildout of Developer’s Property is expected to occur over the next five to ten years depending upon market conditions and Developer, Jefferson County, and members of the public at large will invest considerable time in the County permit and review process for the future buildout of Developer’s Property.

WHEREAS, the Washington State Legislature enacted RCW 36.70B.170-.210 to strengthen the land use planning process and reduce the costs of development by authorizing the County to enter into a private agreement with a landowner regarding the development of its real property located within the County’s jurisdiction.

WHEREAS, the County has determined that this Agreement will facilitate orderly buildout of Developer’s Property within the Pleasant Harbor MPR and will further promote growth management and planning objectives of the County by providing certainty over time with respect to permitted densities, uses, development standards and other aspects of the development review process.

WHEREAS, the Parties to this Agreement acknowledge the Zoning Ordinance for the Pleasant Harbor MPR (chapters 17.60-17.80- JCC) is in conformance with the standards set forth in the Countywide Planning Policies and the Jefferson County

Comprehensive Plan and is consistent with the goals and requirements of the Growth Management Act.

WHEREAS, pursuant to RCW 36.70B.200, this Agreement was the subject of a fifteen (15) day comment period, which ran to _____2014, and a hearing was held before the Jefferson County Board of County Commissioners on _____, 2014. The BOCC authorized execution of this Agreement by Resolution No. _____ adopted on _____, 2014.

WHEREAS, this Agreement constitutes a final land use action pursuant to RCW 36.70C.020.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the receipt and adequacy of which consideration is acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date

The effective date shall be the date of the adoption of a resolution by the Jefferson County Board of County Commissioners approving this Development Agreement.

1.2 Term

The term of this agreement shall be twenty (20) years from the effective date.

1.3 Modification

This Agreement may be modified, extended or terminated upon the written agreement of Developer and the County.

Section 2. DEVELOPER'S PROPERTY

The property covered by this Agreement consists of approximately 256 acres and is described with particularity in Exhibit 1 ("Developer's Property"). A map showing the location of the proposed development on Developer's Property within the Pleasant Harbor MPR that is the subject of this Development Agreement is attached as Exhibit 2.

Section 3. DEVELOPMENT STANDARDS

3.1 Permitted Uses and Density Standards; Zoning

The permitted land uses and development regulations for development within Developer's Property are set forth in chapters 17.60 through 17.80 of the Jefferson County Code, attached as Appendix A. Development of Developer's Property shall not

exceed 890 residential units and 79,000 square feet of commercial space. Sixty-five (65) percent of total residential units shall be reserved as short term rental units.

3.2 Planning Goals and Objectives

The planning goals adopted by Jefferson County in the Comprehensive Plan shall be the policy guidance and the foundation for all future development of Pleasant Harbor MPR.

3.3 Surface Water Standards

All future development within the Pleasant Harbor MPR shall be subject to the Jefferson County Stormwater Management Code, JCC 18.30.070. A copy of the Code section is attached in Appendix B. The County shall be responsible for the management of surface water in all public road rights of way, easements accepted by the County for maintenance and other areas dedicated to the public.

3.4 Critical Area Standards

Critical areas and their boundaries, as well as allowed uses within the critical areas of the Brinnon MPR shall be determined based upon the Jefferson County Critical Areas Code, Chapter 18.22 JCC. A copy of the Code section is attached in Appendix C.

3.5 Land Division Standards

Platting within Pleasant Harbor MPR shall be pursuant to RCW 58.17 and the Jefferson County Land Division Code, Chapter 18.35 JCC, and within the time frames adopted by Jefferson County pursuant to the 1995 Regulatory Reform Legislation, ESHB 1724 (ch. 347, Laws of 1995), as codified in Permit Application and Review Procedures/SEPA Implementation, Chapter 18.40 JCC. A copy of the Code sections are attached in Appendix D (Chapter 18.35 JCC) and E (Chapter 18.40 JCC).

3.6 Shoreline Master Program

All future development within the Pleasant Harbor MPR shall be subject to the Jefferson County Shoreline Master Program, Chapter 18.25 JCC, in effect as of the date of this Agreement. A copy of the applicable Shoreline Master Program is attached as Appendix F.

3.7 Additional Development Standards

Additional Development Standards as identified in Chapters 12.05, 12.10, and 18.30 JCC, as they exist as of the date of the adoption of this Agreement, shall also apply to the extent they do not conflict with the terms of this Agreement. A copy of the applicable Code sections are attached in Appendix G.

3.8 Pleasant Harbor MPR Water Service

Water main extensions and potable water system improvements for potable water service that may be required to serve the Pleasant Harbor MPR shall be installed in conformance with the most current approved specifications and requirements, at the time of installation, of the _____ [water purveyor], the Jefferson County Coordinated Water System Plan (“CWSP”) and the Washington State Department of Health and all other applicable laws, ordinances, rules and regulations. A copy of the applicable CWSP is attached in Appendix H.

3.9 Pleasant Harbor MPR Sewer Service

Sewer mains and sewer system improvements that may be required to serve Developer’s Property shall be installed in conformance with the most current, approved specifications and requirements of the _____ [purveyor] General Sewer Plan, as approved by the Department of Ecology, and all other applicable laws, ordinances, rules and regulations. A copy of the applicable General Sewer Plan is attached in Appendix I.

3.10 Memorandums of Understanding

As a condition to designating Developer’s Property as a master planned resort, the County required that Developer negotiate memoranda of understanding or memoranda of agreement to provide needed support for the Brinnon schools, fire district, and emergency medical services to mitigate for the potential impacts associated with the Pleasant Harbor MPR. Developer secured the following MOUs:

- Sheriff—Jefferson County shall provide law enforcement services within the Pleasant Harbor MPR consistent with the Memorandum of Understanding (MOU) attached as Appendix J-3.
- Fire and EMS—Fire and EMS services within the Pleasant Harbor MPR shall be provided by Jefferson County Fire District No. 4. Mitigation associated with development of the Pleasant Harbor MPR, if any, shall be determined and paid pursuant to applicable state and local law as set forth in the MOU attached as Appendix J-2.
- School—School services to the resort are provided by the Brinnon School District. Mitigation associated with development of the Pleasant Harbor MPR, if any, shall be determined and paid pursuant to applicable state and local law as set forth in the MOU attached as Appendix J-1.
- Transportation—Public transportation services to the resort are provided by Jefferson County Transit. Mitigation associated with development of the Pleasant Harbor MPR, if any, shall be determined and paid pursuant to applicable state and local law as set forth in the MOU attached as Appendix J-4.

- Healthcare – Mitigation associated with development of the Pleasant Harbor MPR, if any, shall be determined and paid pursuant to applicable state and local law as set forth in the MOU attached as Appendix J-5.
- Housing - Mitigation associated with development of the Pleasant Harbor MPR, if any, shall be determined and paid pursuant to applicable state and local law as set forth in the MOU attached as Appendix J-6.
- Local Employment and Construction Materials—Developer will advertise and give written notice at libraries and post offices in East Jefferson County and recruit locally to fill opportunities for contracting and employment. Developer shall prioritize the sourcing of materials from Jefferson County to develop the Pleasant Harbor MPR. Nothing in this section shall require that developer utilize materials or labor from Jefferson County that are not of comparable price or quality to their counterparts outside of Jefferson County.
- The County agrees that the these MOUs satisfy condition 63(c) of County Ordinance No. 01-0128-08 and further agrees that Developer will not be required to provide additional mitigation for these services (law enforcement, fire and EMS, school, and transportation, health care, housing) beyond the terms of the MOUs for development of the Pleasant Harbor MPR except as provided in Section 4.2.2 of this Agreement.

Section 4. STANDARDS FOR DEVELOPMENT AND OTHER MITIGATION BY COUNTY

4.1. County Processing and Review

The review and approval of proposed development applications proposed by Developer for Developer’s Property shall be pursuant to the Pleasant Harbor MPR Zoning Code (Appendix A) and the County’s Permit Application and Review Procedures/SEPA Implementation, Chapter 18.40 JCC, which is attached in Appendix E.

4.2 SEPA Compliance

4.2.1. Prior EIS. The parties acknowledge that potential environmental impacts from future development of the Pleasant Harbor MPR have been assessed and addressed in prior environmental documents. The prior reviews were published in the following documents:

- Draft Environmental Impact Statement for Pleasant Harbor Marina and Golf Resort (September 5, 2007);
- Pleasant Harbor Marina and Golf Resort, Final Environment Impact Statement (November 27, 2007);

Pursuant to Condition 63b of Ordinance 01-0128-08, the County required a supplemental impact statement on the planned final configuration of the MPR, and the systems designed to address the conditions and environmental consequences of the MPR as identified in the November 2007 FEIS (Chapter 5) and Condition 63 a-dd in Ordinance 01-0128-08. The SEIS was published in the following documents:

- Draft Supplemental Environmental Impact Statement for Pleasant Harbor Marina and Golf Resort (___date___);
- Pleasant Harbor Marina and Golf Resort, Final Supplemental Environment Impact Statement (___date___).

(the draft and final EIS and SEIS are referred to collectively as the “Prior EISs”). Development shall substantially comply with the express mitigation measures imposed pursuant to the Prior EISs.

4.2.2 Future SEPA Review for Individual Projects. The Prior EISs shall constitute compliance to the fullest extent possible under SEPA, as well as Condition 63b of Ordinance 01-0128-08, for all subsequent approvals or permits to develop the Pleasant Harbor MPR consistent with this Agreement, including, but not limited to, plats, short plats, binding site plans, development permits, grading permits and building permits. Except as provided in this Section, no further SEPA review is required, and no additional substantive SEPA mitigation measures are required for approvals or permits that authorize development that is consistent with level and range of development analyzed in the Prior EISs.

The County may require additional SEPA review for a new or modified proposal that materially exceeds the level and range of development reviewed in the Prior EISs. For any such new or modified proposal, relevant information from Prior EISs shall be used to the fullest extent possible in future SEPA review. The scope of environmental review shall be limited to considering how or whether the proposal differs from or exceeds the scope of the Prior EISs and if so, whether such modification results in potentially significant adverse environmental effects that have not been adequately addressed in the Prior EISs.

Nothing in this Section shall release Developer or its successors, successors in title, or assignees from complying fully with the terms of the Pleasant Harbor MPR Comprehensive Plan Amendment, Ordinance 01-0128-08 (Appendix B), specifically condition 63(b), which requires an automatic threshold determination of significance unless the SEPA Responsible Official determines that the proposal results in only minor construction.

4.3 Vesting of Development Standards and Mitigation

To the fullest extent allowed by law, all development proposed on Developer’s Property shall be vested to and governed by the terms of this Development Agreement, the Pleasant Harbor MPR chapter of the Jefferson County Zoning, and the Unified

Development Code, now codified at Title 18 of the Jefferson County Code including, but not limited to, those code standards attached to this Agreement effective on the date of this Agreement (as defined in Section 3.1 and attached as Appendices A-I). This vesting provision shall be applicable, without limitation, to all land use applications, permits, uses and development that occur on the Developer's Property within the term of this Development Agreement. The vesting period shall be the same as the term of this Agreement. Except as otherwise provided in Section 4.3.1 through 4.3.3 below any new or different development standards adopted by the County during the term of this Agreement shall not apply to Developer's Property. To the extent this Agreement does not establish standards or requirements covering a subject, element or condition, then the development approval sought shall vest to and be governed by the County codes, regulations and standards in effect upon the date of complete application. The development standards identified in this Agreement shall apply to Developer's Property for the term of this Agreement, except:

4.3.1 Public health or safety requirements. The Board of County Commissioners reserves the authority to modify one or more of the standards or requirements of development for the Pleasant Harbor MPR during the term of the Agreement, after notice, a public hearing and adoption of findings and conclusions, to the extent required to avoid a serious threat to public health or safety, as provided in RCW 36.70B.170.

4.3.2 State and Federal Law. This Agreement does not relieve Developer of any obligations to comply with state or federal laws or regulations of any kind, including but not limited to those related to endangered species or stormwater. The Pleasant Harbor MPR shall not be vested against the application of development standards imposed by virtue of federal or state pre-emption of the County's regulatory authority.

4.3.3 Building Codes. Jefferson County Code Title 15, The International Building Code and International Fire Code in effect in the State of Washington as of the date of filing of a complete application for a building permit shall apply to all new development.

Section 5. PHASING

5.1 Phasing Plan

Pleasant Harbor and Marina Resort is a planned resort that is capable of being developed in independent and severable components or "phases." Future development of the Pleasant Harbor MPR and all associated infrastructure, including roads and utilities, may be reviewed, permitted and constructed and/or bonded in phases or subphases. A phasing plan (consisting of four phases) for development of the Pleasant Harbor MPR (reviewed as part of the SEIS) is attached as Exhibit 4. Each phase may further be broken down into discrete sub-phases as conditions dictate. Developer must complete or bond all necessary infrastructure to support a phase or sub-phase prior to obtaining approval for a subsequent phase.

5.1.1 Phase 1. Phase 1 consists of the construction of primary facilities needed to service initial construction of the MPR including the large onsite septic system, the first water storage tank and piping distribution system, construction of the State Route 101 intersection improvements, transit stop parking and relocated WDFW access road. The Maritime Village Building consisting of 66 residential units and approximately 21,000 square feet of commercial space will also be constructed during Phase 1.

5.1.2 Phase 2. Phase 2 involves initial development of the central resort facilities. Golf course construction will commence and the Golf Terrace and Conference Center consisting of 191 residential units and 36,000 square feet of commercial space will be constructed. Phase 2 also involves construction of the wastewater treatment plant, development of a second water well, electric power infrastructure and construction of stormwater facilities.

5.1.3 Phase 3. Phase 3 involves completing the golf course, reconstructing Black Point Road, constructing the sanitary sewer pump stations and force main, and constructing the majority of the residential units including (1) Golf Terraces 2, 3 and 4 comprising 329 units; thirty six (36) Sea View Villas units, and thirty-eight (38) Golf Vista units. A 52 unit building for staff quarters and maintenance will also be constructed.

5.1.4 Phase 4. Phase 4 completes buildout of the Pleasant Harbor MPR with construction of 206 Sea View Villa residential units and 44 Golf Vista residential units.

5.2 Preliminary Facilities

Preliminary facilities are those preliminary facilities or improvements that must be approved and installed in concert with the development of each phase. The preliminary facilities include the following:

- 5.2.1 A water system with sufficient water rights to serve the phase under review and approval.
- 5.2.2 A sewer system with sufficient capacity to accommodate the waste discharge for the phase under review and approval.
- 5.2.3 A road network to accommodate the phase under review and approval.
- 5.2.4 Landscaping for the phase under review and approval.

County approval of a phase, whether by preliminary plat or other process, shall require approval of preliminary facilities for the entire phase. The Developer may construct preliminary facilities for each lot or tract in conjunction with development of that lot or tract. A final plat for a phase may be recorded by lot or tract provided all of the preliminary facilities necessary to serve the lot or tract are complete and the specific development requirements within each lot or tract are complete.

5.3 Public Amenities and Access

Public amenities and access are those facilities and improvements that provide resort related activities and services. The Pleasant Harbor MPR shall, at a minimum, shall contain the following resort amenities (1) an 18-hole golf course; (2) spa services; (3) amphitheater; (4) pool; and (5) ropes course. These amenities shall be completed consistent with completion of the phase in which the amenity is proposed and made available to members of the general public for a fee to be established by Developer.

Section 6. GENERAL PROVISIONS

6.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Washington.

6.2 Binding on Successors; Assignment; Release of Liability

6.2.1 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors, successors in title and assigns of Developer and upon the County.

6.2.2 Assignment. The parties acknowledge that development of Pleasant Harbor MPR may involve sale and assignment of portions of Developer's Property to other persons who will own, develop and/or occupy portions of Developer's Property and buildings thereon. Developer shall have the right to assign or transfer all or any portion of the respective interests, rights or obligations under this Agreement or in Developer's Property to other parties acquiring an interest or estate in all or any portion of Developer's Property, including transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. Consent by the County shall not be required for any transfer of rights pursuant to this Agreement.

Upon the transfer or assignment under this Section, where the transferee agrees to assume obligations hereunder pertaining to the property transferred or assigned, the transferee shall be entitled to all interests and rights and be subject to all obligations under this Agreement pertaining to the property transferred or assigned, and Developer shall be released of liability under this Agreement for the property transferred or assigned, but shall retain liability for any breach which occurred prior to the transfer of rights to another party and for those portions of the Property still owned by Developer.

6.2.3 Release of Liability. Developer shall be released of all liabilities and obligations under the Agreement if: (a) Developer provides notice to the County of an Assignment of the Agreement and (b) the assigned has assumed in writing the obligations of the Agreement. If the conditions for release are met under this sub-section, then from and after the date of transfer, Developer shall have no further liability or obligation under the Agreement, and the assignee shall exercise the rights and perform the obligations of Developer under the Agreement for that portion of Developer's Property acquired by the successor or assign. The parties acknowledge that Developer

may transfer or assign title to a portion of Developer's Property in any manner consistent with this Agreement. Should the transfer or assignment of title relate to only a portion of Developer's Property, then the release of liability pursuant to this paragraph shall only apply to acts or omissions arising from or related to the portion of Developer's Property being assigned or transferred.

6.3 Recording; Release as to Residential Development

This Agreement shall be recorded with the Jefferson County Auditor against Developer's Property as a covenant running with the land and shall be binding on Developer, its successors, successors in title and assigns. Upon the approval of a final plat, a condominium declaration or other approved land division in compliance with this Agreement that relates to residential development of Developer's Property, then there shall be executed and recorded with the Jefferson County Auditor a release from this Agreement with respect to that particular and specific parcel or parcels of real property that received final plat approval, filed a condominium declaration or was the subject of other approved land division. Residential development on the parcel or parcels released pursuant to this subsection shall continue to be subject to the requirements of the development regulations listed in Sections 3 (all) and 4.1 above.

6.4 Interpretation; Severability

6.4.1 Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into such agreements, and this Agreement shall be construed to reserve to the County only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. The parties acknowledge the County has police powers, contracting authority and other powers granted by the Washington State Constitution and by general law, including without limitation home rule charter authority, authority to enter into interlocal agreements (see RCW Ch. 39.34), statutory enabling legislation and authority to adopt development regulations as part of annexations (see RCW 35A.14.330), and the Development Agreement Statute (see Ch. 347, 1995 Wash. Laws, Part V, § 501-06).

6.4.2 Severability. If any provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those provisions held by a court of law to be unenforceable, the parties shall confer and agree to amend the Agreement to implement the mutual intent of the parties to the maximum allowed by law.

6.5 Authority

The County and Developer respectively represent and warrant that it has the respective power and authority to execute this Agreement.

6.6 Amendment

This Agreement shall not be amended without the express written approval of the County and Developer (or its successors, successor in title and assigns with respect to the property in which they have an interest). The Board of County Commissioners must approve all amendments to this Agreement by ordinance or resolution and only after notice to the public and a public hearing.

6.7 Exhibits and Appendices

Exhibits 1 through 4 and Appendices A through O are incorporated herein by this reference as if fully set forth. In the event of any conflict or inconsistency between the Exhibits and Appendices and the main body of this Agreement, the main body of this Agreement shall control.

6.8 Headings

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

6.9 Time of Essence

Time is of the essence of this Agreement in every provision hereof. Unless otherwise set forth in this Agreement, the reference to “days” shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

6.10 Integration

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

6.11 Dispute Resolution

In the event of any dispute relating to this Agreement, all parties upon the written request (to be titled “Notice of Dispute”) of any other party, shall meet within the five (5) business days to seek in good faith to resolve the dispute. The County shall send a department director or the qualified lead planner and other persons with information relating to the dispute, and Developer shall send an owner’s representative and any consultant or other person with technical information or expertise related to the dispute. If the parties are unable to reach amicable resolution of a dispute within thirty (30) days of the written Notice of Dispute issued by one of the parties, the parties agree that they will immediately identify a mediator and participate in mediation in good faith. The selected mediator shall have documented experience and expertise in Washington land use law. The parties agree to work cooperatively to select a mediator with land use and real estate experience. Each party will identify and propose to the other party three

potential mediators. Between the proposed mediator lists, the parties will select a mutually agreeable mediator to resolve the dispute. The mediation shall be completed within 90 days of the original written Notice of Dispute by one of the parties. If the parties are unable to reach a resolution following timely mediation, each party reserves the right to seek resolution and pursue remedies available under this Agreement and at law. The parties agree that the cost of mediation pursuant to this paragraph shall be borne equally by the parties to this Agreement. The parties may agree in writing to extend any deadline or time frame listed in this section.

6.12 Default and Remedies

No party shall be in default under this Agreement unless it has failed to perform a material provision under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured with the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. In recognition of the possible assignment and sale of portions of Developer's Property (see Section 6.2.2) any claimed default shall relate as specifically as possible to the portion of the Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of remedies which do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of Developer's Property under this Agreement. Each party to this Development Agreement shall be solely responsible for the costs they incur with respect to asserting or defending against any dispute, alleged default or civil lawsuit.

6.13 No Third Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors in title and assigns. No other person shall have any right of action based upon any provision of this Agreement. Members of the general public, including but not limited to those persons or entities purchasing residences or condominiums from the Developer, shall not have any cause of action or enforceable rights under this Agreement.

6.14 Construction

This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

6.15 Notice

All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing deposited in

the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

To the County:

Jefferson County Department of Community Development
621 Sheridan Street
Port Townsend, WA 98368

cc:

Board of County Commissioners
P.O. Box 1220
Port Townsend, WA 98370

To Pleasant Harbor Marina and Golf Resort, LLP and Pleasant Harbor Marina, LLC:

c/o M. Garth Mann
Statesman Group of Companies Ltd.
9300 E> Raintree Drive, Suite 100
Scottsdale, Arizona 85269

cc:

John T. Cooke
Houlihan Law
3401 Evanston Ave. N. Suite C
Seattle, WA 98103

6.16 Estoppel Certificates

Within 30 days following any written request that any party or a Mortgagee may make from time to time, the other party shall execute and deliver to the requesting person a statement certifying that: 1) this Agreement is in full force and effect, and stating any formal amendments to the Agreement; 2) to the best of the knowledge of the certifying party, no notice of default has been sent and no notice of violation of applicable laws has been issued regarding the project; and any other reasonably request information. Failure to provide a timely response to the requesting party shall be deemed conclusive evidence that the Agreement is unmodified and in full force and effect and that no notices of default or violation have been issued. Issuance of estoppel certificates is an administrative matter within the County. The County shall have no liability to the requesting party if it provides an estoppel certificate in good faith and with reasonable care.

6.17 Cooperation

The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, whether jointly or within their respective powers and authority, to implement the intent of this Agreement.

6.18 Indemnification

Except as otherwise specifically provided elsewhere in this agreement and any exhibits hereto, and to the fullest extent possible under the law, each party to this Agreement shall protect, defend and indemnify and hold harmless the other party and its officers, agents and employees, or any of them, from and against all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from any negligent act or omission of the party's own officers, agents, or employees in performing services pursuant to this Agreement. If any suit based upon such a claim, action, loss, liability, or damage is brought against any party or parties, the party or parties whose negligent acts or omissions give rise to the claim shall defend all parties at the party or parties' sole cost and expense, and if a final judgment is rendered against the other party or parties or their officers, agents or employees or jointly the parties and their respective officers, agents or employees, the parties whose actions or omissions give rise to the claim shall satisfy the same, provided that, in the event of concurrent negligence, each party shall indemnify and hold the other parties harmless only to the extent of that party's negligence. This indemnification hereunder shall be for the benefit of the County as a municipal entity and not for the benefit of the general public. Under no circumstances will the County be responsible for costs, claims, losses, damages or expenses associated with the existence or enforcement of any conditions, covenants and restrictions recorded against the residential properties within the Pleasant Harbor MPR.

6.19 No Waiver

No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

6.20 No Private CCR Enforcement by County

The parties acknowledge and agree that nothing in this Agreement shall alter, infringe upon, modify, change, limit or restrict the ability or powers of the existing neighborhood, tract or subdivision property owner or lot owner associations from enforcing, interpreting and utilizing any and all covenants, conditions or restrictions that pre-exist this Agreement or covenants, conditions or restrictions recorded with the Jefferson County Auditor after the effective date of this Agreement.

The parties further acknowledge and agree that Jefferson County bears no responsibility for the enforcement, interpretation or resolution of any dispute, filing, grievance, complaint or appeal that might arise as a result of recorded covenants, conditions or restrictions relating to tracts, subdivisions, lots or parcels within the Pleasant Harbor MPR.

6.21 Entire Agreement

This Development Agreement consists of the Resolution approving the agreement, the Agreement pp. 1-17, Exhibits 1-4, and Attachments A-O.

JEFFERSON COUNTY

Jefferson County Board of County
Commissioners

By _____
Chair, John Austin

By _____
Member, David Sullivan

By _____
Member, Phil Johnson

APPROVED AS TO FORM:

Prosecuting Attorney

Carl Smith
Director of Community Development

PLEASANT HARBOR MARINA AND
GOLF RESORT, LLP

By: _____
Its: _____

Attachments:

- Exhibit 1 – Legal description of Pleasant Harbor Marina and Golf Resort, LLP Property and Pleasant Harbor Marina, LLC Property
- Exhibit 2 – Zoning Map of Developer’s Property (to be supplied)
- Exhibit 3 –Pleasant Harbor Marina and Golf MPR Land Use Map (recordable version of Comprehensive Plan map)
- Exhibit 4—Phasing Plans

- Appendix A – MPR zoning chapter, Title 17 and 18 as amended
- Appendix B – Stormwater Management Code, Chapter 18.30.070 JCC
- Appendix C – Critical Area Code, Chapter 18.22 JCC
- Appendix D – Land Division Code, Chapter 18.35 JCC
- Appendix E– Land Use Application Procedures Code, Chapter 18.40 JCC
- Appendix F– Shoreline Master Program, Chapter 18.25 JCC
- Appendix G – Additional development standards, Chapters 12.05, 12.10, and 18.30 JCC
- Appendix H – Water Service Plan [from SEIS]
- Appendix I – Sewer Service Plan [from SEIS]
- Appendix J – Memorandum of Understanding
 - 1. Schools
 - 2. Fire/EMS
 - 3. Police/Public safety
 - 4. Transportation
 - 5. Health Care
 - 6. Housing

EXHIBIT 1

The Pleasant Harbor Master Plan Resort at Black Point shall consist of the properties described below, excluding only that portion of any parcel lying westerly of US 101, and together with leased tidelands supporting the Pleasant Harbor Marina; all as illustrated at Figure 1-5, page 1-4 of the Brinnon Master Planned Resort FEIS issued November 27, 2008.

Parcel A APN 502153002

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Township 25 North, Range 2 West, W.M., in Jefferson County, Washington;

Together with a perpetual non-exclusive easement for road and utility purposes through, across and over the following described property:

Beginning at the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 15;
thence run West, along the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, approximately 175 feet to the Southerly line of Black Point County Road;
thence Northeasterly, along said Southerly line, to a point 30 feet North of said South line when measured at right angles;
thence East, parallel to said South line, to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence South 30 feet to the point of beginning;

And over and across the West 30 feet of the South 30 feet of Government Lot 4 in said Section 15.

Situate in the County of Jefferson, State of Washington.

Parcel B APN 502153003

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Township 25 North, Range 2 West, W.M., in Jefferson County, Washington;

Except that portion thereof, lying within a strip of land conveyed to the State of Washington, for State Road No. 9, Duckabush River-North Section, by deed dated August 28, 1933, and recorded under Auditor's File No. 70817, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Parcel C APN 502153023

Those portions of Sections 15 and 22, both in Township 25 North, Range 2 West, W.M., Jefferson County, Washington, described as follows:

The Southwest ¼ of the Southeast ¼ and Government Lot 7 of said Section 15, and Government Lots 2 and 3 of said Section 22;

Except those portions thereof lying East of the West line of the East 695.00 feet of said Southwest ¼ of the Southeast ¼, and East of the Southerly prolongation of said West line;

Also Except that portion of the West 100.00 feet of said Government Lot 7, lying Southerly of the North 539.00 feet thereof.

Together with tidelands of the second class, as conveyed by the State of Washington, situate in front of, adjacent to and abutting upon the West ½ in width of said Government Lot 2, in said Section 22.

Situate in the County of Jefferson, State of Washington.

Parcel D APN 502154002

That portion of the Northwest ¼ of the Southeast ¼ of Section 15, Township 25 North, Range 2 West, W.M., lying Southerly of the Black Point Road as conveyed to Jefferson County by deed recorded under Auditor's File No. 223427, records of said County;

Except that portion described as follows:

That portion of the Northwest ¼ of the Southeast ¼ of Section 15, Township 25 North, Range 2 West, W.M., described as follows:

Beginning at a point of intersection of the East line of the Northwest ¼ of the Southeast ¼ and the Southerly margin of the Black Point Road;
thence South along the said East line, a distance of 300 feet;
thence West 350 feet;
thence North to the point of intersection with the Southerly margin of the Black Point Road;
thence Easterly along said Southerly margin to the point of beginning.

Situate in the County of Jefferson, State of Washington.

Parcel E APN 502152005

That portion of the Southwest ¼ of the Northwest ¼ of Section 15, Township 25 North, Range 2 West, W.M., described as follows:

A strip of land 250 feet wide lying Easterly of and parallel to the Southeasterly right of way of State Highway 101;

Except the right of way for Black Point Road as conveyed to Jefferson County by deed recorded under Auditor's File Nos. 223427 and 410399, records of Jefferson County, Washington.

Also Excepting Therefrom the following tract:

Beginning at the Southwest corner of Government Lot 3;
thence North 88° 23' 07" West 308.14 feet to the Southeasterly right of way of State Highway No. 101, and the true point of beginning;
thence Southwesterly along said Highway, 117 feet,
thence South 88° 23' 07" East, to a point 175 feet West of the high tide line;
thence Northeasterly to a point on the North line of the Southwest ¼ of the Northwest ¼, 100 feet West of said high tide line;
thence North 88° 23' 07" West to the true point of beginning of this exception.

Situate in the County of Jefferson, State of Washington.

Parcel F APN 502152014

Lot 1 of Watertouch Short Plat, as recorded in Volume 2 of Short Plats, pages 205 and 206, records of Jefferson County, Washington, being a portion of Section 15, Township 25 North, Range 2 West, W.M., Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Parcel G APN 502152015

Lot 2 of Watertouch Short Plat, as recorded in Volume 2 of Short Plats, pages 205 and 206, records of Jefferson County, Washington, being a portion of Section 15, Township 25 North, Range 2 West, W.M., Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Parcel H APN 502152016

Lot 3 of Watertouch Short Plat, as recorded in Volume 2 of Short Plats, pages 205 and 206, records of Jefferson County, Washington, being a portion of Section 15, Township 25 North, Range 2 West, W.M., Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

Parcel I APN 502152013

Lot 1, Pleasant Harbor Marina Short Plat, as per plat recorded in Volume 2 of Short Plats, pages 221 to 223 and amended in Volume 3 of Short Plats, pages 8 to 10, records of Jefferson County, Washington,

Except that portion of Lot 1 described as follows:

That portion of Government Lot 3 abutting second class tidelands in Section 15, Township 25 North, Range 2 West, W.M., Jefferson County, Washington, being more particularly described as follows:

Commencing at the North ¼ corner of Section 15, Township 25 North, Range 2 West, W.M., Jefferson County, Washington;
thence South 88° 13' 42" East along the North line of said Section 15 for a distance of 364.50 feet to the point of beginning;
thence continuing South 88° 13' 42" East 238.76 feet to the line of mean high tide;
thence South 61° 12' 00" West along the line of mean high tide 34.78 feet;
thence North 40° 41' 54" West along the line of mean high tide 3.31 feet;
thence South 62° 36' 19" West along the line of mean high tide 26.83 feet;
thence South 87° 54' 36" West 166.65 feet;
thence North 21° 21' 05" West 43.00 feet to the point of beginning.

And Also Excepting second class tidelands as conveyed by the State of Washington, in front of, adjacent to and abutting the above described excepted uplands.

Situate in the County of Jefferson, State of Washington.

Parcel J APN 502152012

Lot 2, Pleasant Harbor Marina Short Plat, as per plat recorded in Volume 2 of Short Plats, pages 221 through 223, and amended in Volume 3 of Short Plats, pages 8 through 10, records of Jefferson County, Washington.

Together with second class tidelands, as conveyed by the State of Washington, situate in front of, adjacent to and abutting thereon.

Situate in the County of Jefferson, State of Washington.

Parcel K APN 502153020

Those portions of the Southwest ¼ of the Southeast ¼ of Section 15, and Government Lot 2 of Section 22, both in Township 25 North, Range 2 West, W.M., Jefferson County, Washington, described as follows:

The East 345.00 feet of said Southwest ¼ of the Southeast ¼, as measured along the North line thereof;

Together with that portion of said Government Lot 2 lying East of the Southerly prolongation of the West line of said East 345.00 feet;

Situate in the County of Jefferson, State of Washington.

Parcel L APN 502153021

Those portions of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, and Government Lot 2 of Section 22, both in Township 25 North, Range 2 West, W.M., Jefferson County, Washington, described as follows:

The East 520.00 feet less the East 345.00 feet of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, as measured along the North line thereof.

Together with that portion of said Government Lot 2 lying East of the Southerly prolongation of the West line of said East 520.00 feet and the West of the Southerly prolongation of the East line of said East 345.00 feet.

Situate in the County of Jefferson, State of Washington.

Parcel M APN 502153022

Those portions of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, and Government Lot 2 of Section 22, both in Township 25 North, Range 2 West, W.M., Jefferson County, Washington, described as follows:

The East 695.00 feet less the East 520.00 feet of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, as measured along the North line thereof.

Together with that portion of said Government Lot 2 lying East of the Southerly prolongation of the West line of said East 695.00 feet and West of the Southerly prolongation of the East line of said East 520.00 feet.

Situate in the County of Jefferson, State of Washington.